

THE CORPORATION OF THE TOWNSHIP OF ESSA  
COMMITTEE OF THE WHOLE

WEDNESDAY, DECEMBER 4, 2019  
6:00 p.m.

AGENDA

1. OPENING OF MEETING BY THE MAYOR
2. DISCLOSURE OF PECUNIARY INTEREST
3. DELEGATIONS / PRESENTATIONS / PUBLIC MEETINGS

a. **Staff Commendations**  
Re: Matt Cotter and Elizabeth Davis

- p. 1 b. **Delegation – Goodmans LLP**  
Matthew Lakatos-Hayward, Associate/Goodmans LLP  
Alex Silva and Maria Celeste Cruz  
Re: Fill By-law

STAFF REPORTS

4. PLANNING AND DEVELOPMENT

- p. 6 a. **Staff Report PD056-19 submitted by the Manager of Planning and Development, re: Zoning By-law Amendment – 150 Mill Street, Angus.**

Recommendation: *Be it resolved that Staff Report PD056-19 be received; and That Council approve an amendment to the Township's Zoning By-law 2003-50, to permit a C2 – Core Commercial, Special Provision '(C2-3)' on lands known as 150, 152, 154, 156 Mill Street, and 9 and 11 River Drive, in Angus (herein referred to as the 'subject lands').*

- p. 17 b. **Staff Report PD058-19 submitted by the Manager of Planning and Development, re: 365 Centre Street – Briarwood (Angus) Ltd. - Request to Enter into Earthworks Agreement.**

Recommendation: *Be it resolved that Staff Report PD058-19 be received; and That Council authorize staff to proceed with the process of preparing an Earthworks Agreement, so that the Township can enter into said Earthworks Agreement with Briarwood (Angus) Ltd. for the lands legally known as Part of the East Half of Lot 31 Concession 4, municipally known as 365 Centre Street, in Angus, following Briarwood (Angus) Ltd. being in receipt of approval from the Ministry of the Environment, Conservation and Parks; therefore allowing Briarwood to post an initial \$294,000.00 in securities to support the required works detailed for Stage 1 and Stage 2 only, in this Agreement; and once the Township's Engineer has provided written clearance/approval.*

**5. PARKS AND RECREATION/ COMMUNITY SERVICES**

- p. 49 a. **Staff Report PR008-19 submitted by the Manager of Parks and Recreation, re: Thornton Minor Hockey Ice Turn Back.**

Recommendation: *Be it resolved that Staff Report PR008-19 be received; and That Council authorize the turn back of ice time from Thornton Minor Hockey Association as identified in this Report.*

- p. 51 b. **Staff Report PR009-19 submitted by the Manager of Parks and Recreation, re: Township of Essa Trails Map Brochure.**

Recommendation: *Be it resolved that Staff Report PR009-19 be received; and That Council approve the distribution and promotion of the attached brochure "Township of Essa Trails Map" throughout municipal facilities at a cost of \$234.38 plus tax for 500 copies to come from the 2019 budget.*

- p. 55 c. **Staff Report PR010-19 submitted by the Manager of Parks and Recreation, re: Addition of Salt/Sand to Angus Arena Parking Lot.**

Recommendation: *Be it resolved that Staff Report PR010-19 be received; and That Council approve the spreading and distribution of pickled sand in the Angus Arena parking lot at a cost \$180.00 plus H.S.T. per application, and the spreading and distribution of pure salt (ice storms) at a cost of \$275.00 plus H.S.T. per application from the period of December 1, 2019 to April 15, 2020.*

**6. FIRE AND EMERGENCY SERVICES**

**7. PUBLIC WORKS**

- p. 57 a. **Staff Report PW040-19 submitted by the Manager of Public Works, re: Draft Site Alteration and Fill By-law. .**

Recommendation: *Be it resolved that Staff Report PW04019 be received; and That Council approve implementing the Draft Township Site and Alteration and Fill By-law as attached.*

- p. 88 b. **Staff Report PW041-19 submitted by the Manager of Public Works, re: Purchase of Sidewalk Tractor and Attachments.**

Recommendation: *Be it resolved that Staff Report PW041-19 be received; and That Council approve the purchase of a Mclean MV4 Sidewalk Tractor and attachments from Cubex in Brantford at a cost of \$164,151.81 plus H.S.T.*

**8. FINANCE**

- p. 92 a. **Staff Report TR023-19 submitted by the Deputy Treasurer, re: Municipal Modernization Program Application.**

Recommendation: *WHEREAS municipal staff have identified the need for Professional Consultant Services in updating the current Asset Management Plan as part of the 2020 Municipal Budget; and WHEREAS the Province of Ontario has announced funding in 2020 as part of the Municipal Modernization Program; and Whereas staff have prepared Report TR023-19, of which outlines the objectives of the application for the anticipated funding. NOW THEREFORE BE IT RESOLVED THAT Staff Report TR023-19 be received and that Council supports the application being submitted to fund the professional consultant services related to the Township of Essa's Asset Management Plan.*

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

- p. 95 a. **Staff Report C037-19 submitted by the Clerk, re: Temporary Signs on Municipal Property.**

Recommendation: *Be it resolved that Staff Report C037-19 be received; and That Council authorize staff to permit the placement of temporary signs on municipal property located in front of municipal facilities and parks only where the advertisement is for events and programs hosted by and/or on behalf of the municipality and other government agencies, in addition to non-profit/charitable events, for a period of no longer than 2 months.*

- p. 102 b. **Staff Report C038-19 submitted by the Clerk, re: Draft 2020 Council and Committee of the Whole Meeting Schedule.**

Recommendation: *Be it resolved that Staff Report C038-19 be received; and That Council approve the 2020 Council and Committee of the Whole Meeting Schedule as presented.*

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

- p. 105 a. **Staff Report CAO058-19 submitted by the Chief Administrative Officer, re: Request for (In-Kind) Donation of Gravel to Utopia Gristmill.**

Recommendation: *Be it resolved that Staff Report CAO058-19 be received; and That Council authorize Roads Department staff to deliver 60 m<sup>3</sup> of A-gravel from our storage area to the Utopia Gristmill Trail.*

- p. 107 **b. Staff Report CAO059-19 submitted by the Chief Administrative Officer, re: Public Transit (Bus) Tender Results.**

Recommendation: *Be it resolved that Staff Report CAO059-19 be received; and That Council approve continuing to study the feasibility of providing public transportation in much the same manner as New Tecumseth as opposed to issuing a new Request for Proposals for either an accessible van or cut-away bus, for a period of 5 years with possible extensions, to run an Angus community route weekday mornings (3 runs) and late afternoons/evenings (3 runs) at an established cost of \$380,000 including a service contract, 2 used buses, bus stop improvements and a staff member.*

- p. 130 **c. Staff Report CAO060-19 submitted by the Chief Administrative Officer, re: Municipal Land Inventory.**

Recommendation: *Be it resolved that Staff Report CAO060-19 be received; and That Council direct staff to report further on property matters.*

- p. 138 **d. Staff Report CAO061-19 submitted by the Chief Administrative Officer, re: Update on Honeywell's Comprehensive Energy Retrofit and Facility Renewal Upgrade Project.**

Recommendation: *Be it resolved that Staff Report CAO061-19 be received for information; and That Council authorize the issuance of the required certificate of completion for the Honeywell Project in order to commence payment for services.*

**11. OTHER BUSINESS**

**12. ADJOURNMENT**

Recommendation: *Be it resolved that this meeting of Committee of the Whole of the Township of Essa adjourn at \_\_\_\_\_ p.m. to meet again on the 19<sup>th</sup> day of December, 2019 at 6:00 p.m.*

# **Submissions to the Committee of the Whole on the Township of Essa's Review of its Site Alteration By-law**

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Catherine Lyons  
Matthew Lakatos-Hayward  
December 4, 2019

Goodmans<sup>LLP</sup>

# Overview of Submissions

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- Overview of fill placement at 5555 8<sup>th</sup> Line (the **Property**)
- Recommendations – The Committee should
  1. reject Staff Report CAO055-19's ("**Staff Report**") recommendation for an annual fill placement limit of 1000 m<sup>3</sup>;
  2. maintain the existing framework for fees and security;
  3. use the Township's existing planning tools under the *Planning Act* to reduce negative impacts of large development projects; and
  4. The Committee should "grandfather" existing permits.

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# The Property and Fill Placement Activities

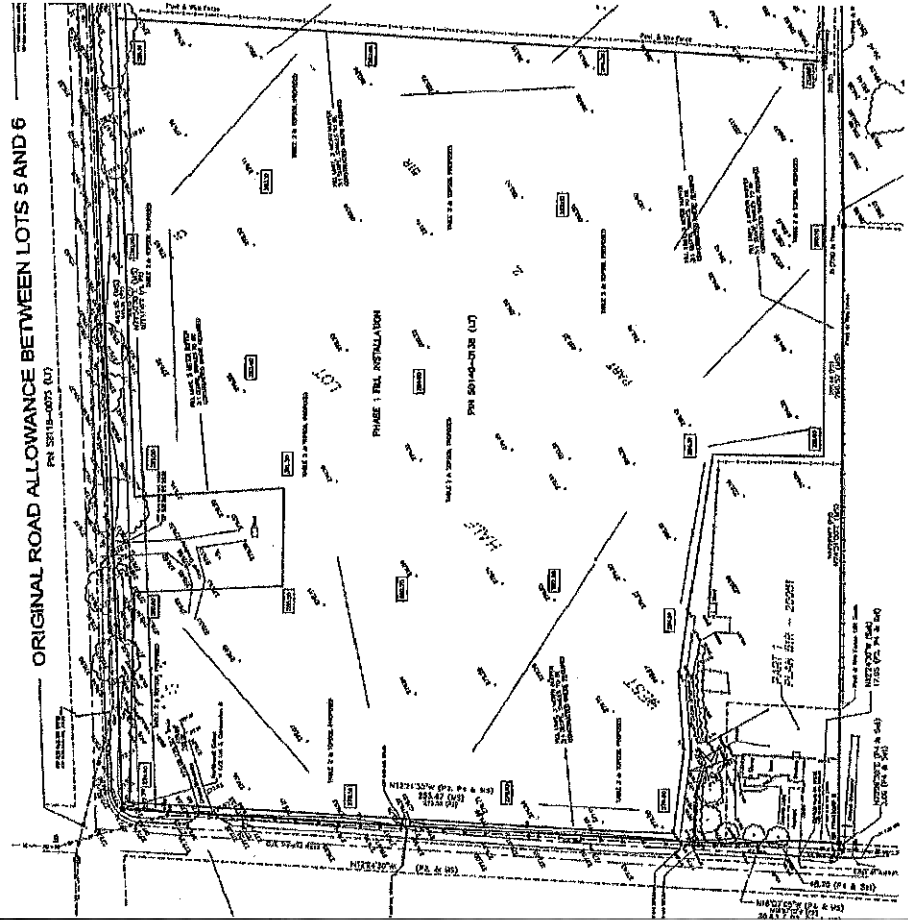
5555 8<sup>th</sup> Line, Cookstown, ON

# The Property - Phase I

Satellite Image



Grading Plan





# The Property - Phase II

Satellite Image



Grading Plan





## TOWNSHIP OF ESSA STAFF REPORT

**STAFF REPORT NO.:** PD056-19

**DATE:** December 4<sup>th</sup>, 2019

**TO:** Committee of the Whole

**FROM:** Aimee Powell, BURPI., MPA, MCIP, RPP  
Manager of Planning and Development

**SUBJECT:** Zoning By-law Amendment - 150 Mill Street, Angus

### RECOMMENDATION

That Staff Report PD056-19 be received; and

That Council approve an amendment to the Township's Zoning By-law 2003-50, to permit a C2 – Core Commercial, Special Provision '(C2-3)' on lands known as 150, 152, 154, 156 Mill Street, and 9 & 11 River Drive, in Angus (herein referred to as the 'subject lands').

### BACKGROUND

The Township has received an application to develop the subject lands. The proponent is proposing to develop a gas station, convenience store, drive-through restaurant, and a car wash, as illustrated on Attachment 'A' to this report. The subject lands are currently designated as 'Commercial' under the Township's Official Plan, 2001 and zoned as 'C2-Core Commercial' in the Township's Zoning By-law 2003-50, as amended. The 'Commercial' Official Plan designation permits this form of development, whereas the 'C2' zone permits a gas station, but not a car wash. The proponent has sought both Site Plan Approval and a Zoning By-law Amendment (ZBA) with the Township. Site Plan Approval is required for all commercial development within the Township of Essa, and a ZBA is required to allow for the car wash as a permitted use.

In the Spring of 2019, an application for Site Plan Control was submitted under Township file SP2/19 for the subject lands. This Site Plan continues to be processed by Township Staff and the Site Plan Agreement is in its draft form.

On July 17<sup>th</sup>, 2019 an application for a ZBA was received by Township Staff, who deemed the application a complete submission on July 31<sup>st</sup>, 2019. The following list includes the supporting items submitted alongside the ZBA application:

- Planning Justification Report (PJR);
- Drafted ZBA and Schedule (Attachment B); and
- Site Plan drawings.

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Staff Report No. PD049-19 was received by Council on September 4<sup>th</sup>, 2019, where Council directed Township staff to proceed with the scheduling of a public meeting and continue processing the application.

The public meeting was held on October 16<sup>th</sup>, 2019 where Council received a delegation from the Land Owner's Planning Consultant, Brian Goodreid from Goodreid Planning Group, and one (1) resident's concerns were heard.

### COMMENTS AND CONSIDERATIONS

This application should be considered together with the previously submitted application SP2/19. This Site Plan application is in its third circulation for staff comments, and the Site Plan does not currently include the proposed car wash, therefore further revisions would be required, to the Site Plan, if Council is to approve of the ZBA.

The following planning policy was reviewed to assist in the creation of this report:

#### Planning Act, R.S.O. 1990, c. P.13 (the 'Act')

The *Planning Act*, 1990, establishes the framework within which all land use decisions are made within Ontario. The *Act*, establishes the land use planning system in Ontario, ensuring that it is a fair system, led by Provincial Policy.

Section 2 of the *Act* sets out Provincial Interests in land use planning and identifies the framework surrounding Zoning By-laws in Section 34. The proposed ZBA aligns with the following provincial interests:

- The adequate provision and efficient use of communication, transportation, sewage and water services and waste management systems;
- The accessibility for persons with disabilities to all facilities, services and matters to which this *Act* applies;
- The adequate provision of employment opportunities; and
- The appropriate location of growth and development.

The proposed ZBA adequately proposes satisfying these interests by:

- Utilizing existing municipal services;
- Providing adequate type 'A' and 'B' accessible parking spaces, as per the Township's Zoning By-law requirements;
- Providing employment opportunities within the defined Settlement Area of Angus; and
- Developing currently vacant lands within the Settlement Area.

Therefore, the subject ZBA aligns with the Province's Interests in land use planning according to the *Act*.

#### Provincial Policy Statement, 2014 (PPS)

Therefore, the subject ZBA aligns with the Province's Interests in land use planning according to the Act.

Provincial Policy Statement, 2014 (PPS)

The PPS, 2014 is an important land use planning document created and updated by the Provincial Government. It guides land use planning across the province, and provides high-level policy that aligns with the goals and objectives of the provincial government.

Part V: Policies 1.0 Building strong and healthy communities of the PPS identifies that:  
*"Efficient land use and development patterns support sustainability, and promote strong, liveable, healthy and resilient communities, protecting the environmental and public health and safety, and facilitating economic growth."*

It is within Part V of the PPS where policy further guides land use planning, and further refines the goals and objectives of the provincial government, as it relates to the proposed ZBA. The following sections directly apply to the merits of the subject ZBA:

- 1.1.3.1 *Settlement areas* shall be the focus of growth and development, and their vitality and regeneration shall be promoted;
- 1.3 Employment;
- 1.6 Infrastructure and public service facilities; and
- 1.6.6 Sewage, water and stormwater.

The proposed ZBA would satisfy the intent and policies of these sections by:

- Directing commercial development of this scale within the defined Settlement Area boundaries;
- Developing multiple commercial units on one site;
- Providing employment opportunities through development, where there were none before; and
- Utilizing existing municipal services, both sanitary sewers and municipal water.

Through the development of the subject property as a commercial use, and when considering the addition of a car washing facility, commercial development is desirable on the subject site, as this property lies within the defined Settlement Area, and would not negatively impact forecasted employment targets. The addition of a car washing facility on-site would not alter the number of jobs present.

The subject ZBA aligns with the Province's goals and objectives, as identified in the PPS.

A Place to Grow: Growth plan for the Greater Golden Horseshoe, 2019 (the 'Growth Plan')

The Growth Plan has recently been updated by the provincial government in May, 2019. This document outlines where and how communities are to grow, focusing development to previously built-up areas where existing infrastructure can be utilized. Essa Township is identified in the Simcoe sub-area, which provides more specific direction on how the vision of the Growth Plan is to be achieved across Simcoe County.

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The following sections have been considered from the Growth Plan:

- 2.2.1 Managing growth;
- 2.2.2 Delineated built-up areas;
- 2.2.5 Employment;
- 6.2 Growth forecasts; and
- 6.3 Managing growth.

The proposed ZBA would satisfy the policies of these sections in the Growth Plan by:

- Allocating development to defined Settlement Areas;
- Allocating development within the built-up area;
- Providing additional employment opportunities, which will assist in maintaining the project employment target; and
- Allocating development to a Primary Settlement Area.

Similarly to policy found within the PPS, the proposed commercial development will support the employment target for Essa Township, which is 9,000 jobs by 2031. The additional use of a car washing facility assists in meeting this target.

This development will be within a defined Settlement Area, where infrastructure exists, such as the public street network, communal water supply and sanitary sewers. As the Growth Plan directs development to areas where existing infrastructure services can be better utilized the proposed commercial development and additional use of a car wash is appropriate.

The subject ZBA aligns with the Province's goals and objectives, as identified in the Growth Plan.

County of Simcoe Official Plan, 2008

The County of Simcoe Official Plan provides a policy context for land use planning conducted across the County's member municipalities. This document is designed to assist with growth management, and provides a framework for coordinating planning with adjacent municipalities, agencies, and other levels of government.

Under the County of Simcoe Official Plan the subject property is designated as 'Settlements' which can be found on Schedule 5.1: Land Use Designations. This County land use designation further refines the policies of the PPS and the Growth Plan. Within the 'Settlements' designation commercial land uses are permitted, and supported which aligns with the targets for Settlement Areas. The proposed commercial development will include only commercial uses, which is supported through the County of Simcoe Official Plan.

Furthermore, the following sections have also been considered in the County of Simcoe's Official Plan:

- 2.3 Settlement;
- 3.2 Population and Employment Projections/Allocations;

- 3.5 Settlements; and
- 4.7 Infrastructure: Sewage and Water Services.

The proposed ZBA would satisfy the policies of these sections by:

- Being located in the Primary Settlement Area of Angus, an established Settlement Area within the County expected to receive growth;
- Providing additional employment opportunities within the Settlement Area;
- Increasing employment opportunities as per the Growth Plan and County Official Plan targets; and
- Aligning with the County's preferred method of servicing Settlement Areas, by utilizing the existing municipal services to support the proposed development.

The subject ZBA aligns with the County's objectives and goals, as identified in the County Official Plan.

Township of Essa Official Plan, 2001

The Township of Essa Official Plan has been created to guide land use development patterns across the Township. This document establishes a policy framework to guide growth and development for the next 20 years.

Section 2 identifies the purpose of the Official Plan. The following of the goals Official Plan are specific to the ZBA:

- To create and foster a vision of the future of the Township through the text and map of this Plan;
- To protect and enhance the Township's agricultural resources which are important to the Township's economic base; and
- To generally direct growth to established, serviced Settlement Areas.

The proposed ZBA will align with the purpose of the Official Plan by:

- Developing designated commercial lands, identified on Schedules 'A' and 'B' of the Official Plan, in conformity with applicable Official Plan policy;
- Developing lands within a defined Settlement Area, not currently located on lands with the agricultural area;
- Accommodating growth in Angus, an established, serviced settlement area.

The Township of Essa Official Plan designates this property as 'Commercial' which is better defined in Section 14 of the Plan. Within this land use designation both 'General Commercial' and 'Highway Commercial' uses are permitted. Section 14.2 speaks to the permitted uses of both the 'General Commercial' and 'Highway Commercial' uses. The nature of the proposed development would more appropriately be considered as 'Highway Commercial' which is intended for uses heavily reliant on automobile traffic, and servicing automobile-related needs. The proposed commercial development will include an auto service station (gas station), two (2) retail stores, and the proposed car washing facility. With the majority of uses proposed being auto-related in nature, the 'Highway

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Commercial' category of uses is more appropriate. However, no Official Plan Amendment is required.

The subject ZBA aligns with the Township's objectives and goals, as identified within the Township Official Plan.

Township of Essa Zoning By-law 2003-50

The Township of Essa Zoning By-law 2003-50 is a document used to prohibit the use of land and the erection or use of buildings or structures except for under certain purposes described in this By-law. The Zoning By-law is a tool used by municipalities to further implement the guiding policies and goals of the local municipal official plan.

The Township of Essa Zoning By-law 2003-50, zones the subject property as 'C2 – Core Commercial'. Section 20 of the Zoning By-law identifies those permitted uses within the 'C2' zone. An auto service station is a permitted use, whereas a car washing facility is not. The addition of a car washing facility would develop the property with a use, categorically similar to uses already permitted. Existing permitted uses that are compatible to the proposed use of a car wash include:

- Auto service stations (gas stations); and
- Auto sales.

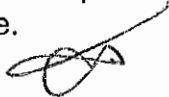
These auto-related uses would attract and support a large quantity of automobiles on the property, and the consistent movement of vehicular traffic on-site. Examining an auto service station further, the regular movement of people and vehicles across the property would be a similar pattern to that of the movement of people and vehicles through a car washing facility.

This applications before the Township for consideration propose the development of an auto service station and car wash. The anticipated "users" of these services would use them in similar ways, one difference being that the car washing facility would have a more direct queuing laneway, whereas queuing to the gas station pumps is less direct. It is through the similarities of those "users" of both an auto service station and the car washing facility that make this amendment an appropriate one concerning the subject site.

In conclusion, after reviewing applicable land use planning policy, and when considering both the "users" and nature of the proposed use for this property, development of a car washing facility is appropriate and supported.

**FINANCIAL IMPACT**

All costs associated with the subject development are to be borne by the applicant/developer. The development of an underutilized site is anticipated to contribute to the commercial tax base.



### SUMMARY/OPTIONS

Council may:

1. Take no further action.
2. That Council approve an amendment to the Township's Zoning By-law 2003-50, to permit a C2 Special Provision '(C2-3)' on lands known as Lots 7, 7A & 10, and all of Lots 8 & 9, Registered Plan 1330.
3. Direct staff in another manner.

### CONCLUSION

Option #2 is recommended.

Prepared by:

Respectfully submitted by:

Reviewed by:



Liam Munnoch BURPI  
Junior Planner



Aimee Powell BURPI, MPA, MCIP, RPP  
Manager of Planning &  
Development

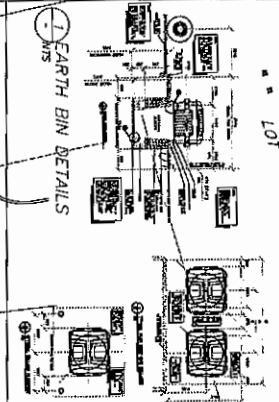
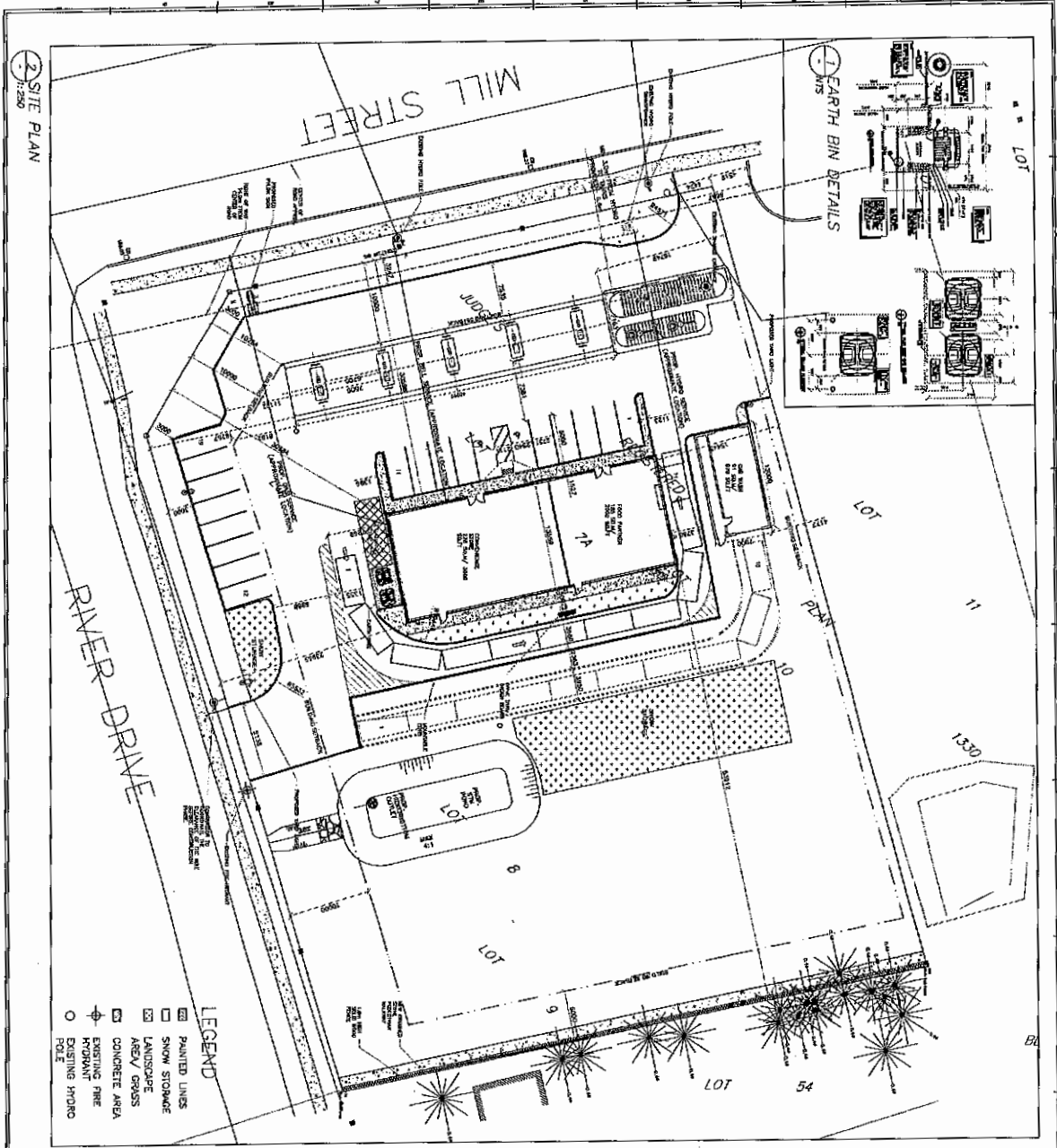


Colleen Healey-Dowdall  
CAO

Attachment:

- A. Zoning By-Law Amendment Site Plan
- B. Draft Amending By-law & Schedule





**GENERAL NOTES**

- ALL THE NOTES ARE TO BE CONSIDERED FOR ALL THE CONTRACTORS.
- CONTRACTOR TO VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL UTILITIES AND STRUCTURES BEFORE CONSTRUCTION.
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| NO. | DATE     | DESCRIPTION                      | BY | CHKD. | APPV. |
|-----|----------|----------------------------------|----|-------|-------|
| 1   | 10/13/14 | ISSUED FOR PRE-CONSULTATION      | SD | SD    | SD    |
| 2   | 10/15/14 | ISSUED FOR SITE PLAN             | SD | SD    | SD    |
| 3   | 10/20/14 | ISSUED FOR SITE PLAN APPLICATION | SD | SD    | SD    |

| REV | Date     | Description                      | APPROV |
|-----|----------|----------------------------------|--------|
| 1   | 10/13/14 | ISSUED FOR PRE-CONSULTATION      | SD     |
| 2   | 10/15/14 | ISSUED FOR SITE PLAN             | SD     |
| 3   | 10/20/14 | ISSUED FOR SITE PLAN APPLICATION | SD     |

**SITE PLAN**  
 156, 154, 152, 150 MILL ST AND  
 9, 11 RIVER DR, ANGUS, ON

blueprint2build

Drawn By: JH Date: 2014-12-08  
 Checked By: SD Date: 2014-05-18  
 DWG No: 1030  
 1804-210-00 SP01

Attachment B

**THE CORPORATION OF THE TOWNSHIP OF ESSA**

**BY-LAW NO. 2020 -**

Being a By-law to Amend By-law No. 2003-50, as amended of the Township of Essa

WHEREAS pursuant to Section 34 of the Planning Act, R.S.O., 1990, Chapter P. 13, as amended, By-law No. 2003-50, as amended constitutes the Zoning By-law for the Township of Essa and was passed to control of the use of lands, buildings and structures;

AND WHEREAS the Council for the Corporation of the Township of Essa is in support of an application to rezone the subject property, legally known as Lots 7, 7A & 10, and all of Lots 8 & 9, Registered Plan 1330, and municipally known as 150, 152, 154, and 156 Mill Street, and 9 and 11 River Drive, to a Core Commercial Special (C2-3) Zone to permit a car wash in addition to other permitted uses;

AND WHEREAS the Council of the Corporation of the Township of Essa deems it appropriate, and in the public interest, to pass an amendment to the aforesaid Zoning By-law No. 2003-50, as amended;

AND WHEREAS the matters herein as set out conforms to the Official Plan of the Township of Essa.

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

1. THAT Schedule "B" of the By-law No. 2003-50, as amended, is hereby further amended by changing the zoning on the properties legally known as Lots 7, 7A & 10, and all of Lots 8 & 9, Registered Plan 1330 and municipally known as 150, 152, 154, and 156 Mill Street, and 9 and 11 River Drive of the Township of Essa, from Core Commercial (C2) Zone to Core Commercial Special (C2-3) Zone, as shown on the Schedule "A" attached hereto.
2. THAT Section 20.4, Special Provisions of By-law 2003-50, as amended is further amended by adding Section 20.4.3 as follows:

"20.4.3 C2-3: Lots 7, 7A & 10, and all of Lots 8 & 9, Registered Plan 1330, 150, 152, 154 and 156 Mill Street and 9 and 11 River Drive

Notwithstanding the permitted uses of the C2 Zone in Section 20.2, Permitted Uses, the C2-3 Zone will permit a car wash accessory to an auto service station. All other applicable provisions of the C2 Zone contained in Section 30 shall apply.

Notwithstanding Section 4.0, General Provisions, on lands zoned C2-3 Zone a shared entrance with a minimum width of 9 m to access Mill Street is permitted

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together with a minimum entrance width on each side of the shared lot line of 4.5 m and the minimum number of waiting spaces for the car wash on a one way driveway shall be 10 each being 6 m in length and 3 m in width. All other General Provisions shall apply.

3. THAT Schedule "A" is hereby declared to form part of this By-law.
4. THAT this By-law shall come into force on the date of passage and take effect after the last date for filing a notice of appeal where no notice of appeal is filed, or, where a notice of appeal is received, upon approval of the Local Planning Appeals Tribunal, and, in either case, in accordance with the provisions of Section 34 of the Planning Act, R.S.O. 1990, Ch. P. 13, as amended.

READ A FIRST, AND TAKEN AS READ A SECOND AND THIRD TIME AND FINALLY PASSED on this the 15th day of January, 2020.

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

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

# Schedule "A"



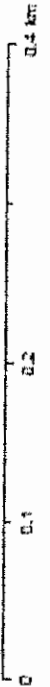
Lands subject to Zoning By-law Amendment

Lands subject to be rezoned from Core Commercial (C2) to Core Commercial Special (C2-3) Zone

This map is for informational purposes only and does not constitute an official zoning by-law. The map is subject to change without notice. The map is not intended to be used as a legal document. The map is not intended to be used as a legal document. The map is not intended to be used as a legal document.

14,514

November 26, 2019



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**TOWNSHIP OF ESSA STAFF REPORT**

**STAFF REPORT NO.:** PD058-19

**DATE:** December 4, 2019

**TO:** Committee of the Whole

**FROM:** Aimee Powell, BURPI., MPA, MCIP, RPP  
Manager of Planning & Development

**SUBJECT:** 365 Centre Street – Briarwood (Angus) Ltd. Request to Enter into Earthworks Agreement

**RECOMMENDATION**

That Staff Report PD058-19 be received; and

That Council consider authorizing Staff to proceed with the process of preparing an Earthworks Agreement, so that the Township can enter into said Earthworks Agreement with Briarwood (Angus) Ltd for the lands legally known as Part of the East Half of Lot 31 Concession 4, municipally known as 365 Centre Street, in Angus, following Briarwood (Angus) Ltd being in receipt of approval from the Ministry of the Environment, Conservation and Parks; therefore allowing Briarwood to post an initial \$294,000 in securities to support the required works detailed for Stage 1 and Stage 2 only, in this Agreement; and once the Township’s Engineer has provided written clearance/approval.

**BACKGROUND**

The Briarwood (Angus) Ltd (Briarwood) Development consists of 156 lots that will house single-detached units, a community park, open space and a stormwater management pond on the lands municipally known as 365 Centre Street. The subject site is 21.97 hectares (54.29 acres), is surrounded by valley lands to the west, north and partially to the east and is boarded by Centre Street to the south. These lands are located in the north east quadrant of the Settlement Area of Angus. See Attachment A to this report for a Context Map of the subject lands.

The subject site first received Draft Plan Approval in 1997 with detailed engineering being substantially completed in 2009, at which time tree clearing, followed by servicing was to proceed. Development has been delayed due to local market conditions and the presence of on-site Butternut Trees, which required a red-line revision to the Draft Plan in order to facilitate the protection of the species. In this regard, in September 2019, Township Staff were in receipt of an updated Engineering Brief to address the relocation of the proposed stormwater management pond to ensure the Butternut Trees remain

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protected in accordance with Township and Nottawasaga Valley Conservation Authority (NVCA) criteria.

Briarwood have requested that the Township enter into an Earthworks Agreement for the developable area within the subject lands. Briarwood's request to enter into the Earthworks Agreement and its detailed cost estimates are attached to this report as Attachment B.

### **COMMENTS AND CONSIDERATIONS**

Staff has been working alongside the Developer to progress the completion of this development since 1997, however Briarwood purchased these lands in November of 2016. Briarwood is currently working on addressing criteria outlined by our Township Engineer from their September 2019 engineering submission. However Staff believes that the subject development has recommenced proceeding at a good pace and that entering into the Earthworks Agreement with Briarwood will allow Briarwood to continue to move towards completion of the development, within a reasonable timeframe.

At the time this report was authored, Township Staff were in receipt of confirmation from the County of Simcoe and the NVCA regarding Briarwood's ability to move forward with the tree clearing and grubbing on the lands. However, it should be noted that Briarwood is awaiting the Endangered Species Act (ESA) permit from the Ministry of the Environment, Conservation and Parks in order to begin the removal of trees on-site.

Staff requests that Council authorize Staff to proceed with the preparation of an Earthworks Agreement so that should Briarwood be in receipt of the Province's approval for clearing the land, the Earthworks Agreement could be executed shortly thereafter between the Township and Briarwood. Staff notes that until the Township is in receipt of proof of the ESA permit, the pending Earthworks Agreement will not be executed.

At the time this report was authored, the Draft Agreement had been provided by the Township's Solicitor to Briarwood for initial review; however this Agreement will be executed with the protection of Township's interests. The next step would be for the Township Engineer to provide their written approval for all components of the works that are required, and once the Agreement is finalized and agreed to by both parties, Staff will bring the final Agreement and a By-law to Council for their endorsement.

It should be noted that Briarwood is prepared to provide securities at 100% of the cost of the first two stages of the pending Earthworks Agreement (Erosion and Sediments Control and Tree Clearing) totalling \$294,000. Briarwood is anticipating being able to commence Earthworks (Top Soil Stripping and Earthworks) in the late Spring/early Summer of 2020.

At that point in time, Briarwood would then be required to post securities in the amount of 100% of the stage three works (Top Soil Stripping and Earthworks) in the amount of \$1.6 million dollars, prior to being permitted to commence stage three works. Staff believe this

is the best way to proceed with this Agreement as it protects the Township's financial interests and requires the Developer to provide securities in advance of any work being undertaken on site.

### FINANCIAL IMPACT

None. All costs associated with any development approvals shall be borne by the Developer.

### SUMMARY/OPTIONS

Council may:

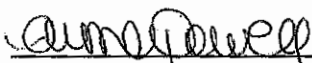
1. Take no further action, delaying the subdivision development.
2. Authorize Staff to proceed with the process of preparing an Earthworks Agreement, so that the Township can enter into said Earthworks Agreement with Briarwood (Angus) Ltd for the lands legally known as Part of the East Half of Lot 31 Concession 4, municipally known as 365 Centre Street, in Angus, following Briarwood (Angus) Ltd being in receipt of approval from the Ministry of the Environment, Conservation and Parks, therefore allowing Briarwood to post an initial \$294,000 in securities to support the required works detailed for Stage 1 and Stage 2 only, in this Agreement; and once the Township's Engineer has provided written clearance/approval.
3. Direct staff in another manner.

### CONCLUSION

Options #2 is recommended.

Respectfully submitted:

Reviewed by:



Aimee Powell BURPL, MPA, MCIP, RPP  
Manager of Planning & Development



Colleen Healey-Dowdall  
CAO

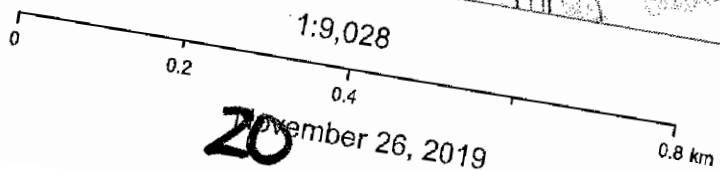
Attachments:

- A. Context Map of 365 Centre Street
- B. Letter of Request to Enter Into Earthworks Agreement
- C. Draft Earthworks Agreement between the Township of Essa and Briarwood (Angus) Ltd.

# ATTACHMENT A 365 Centre Street, Angus - Subject Site



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20 November 26, 2019







**BRIARWOOD**  
DEVELOPMENT GROUP

November 25, 2019

Ms. Aimee Powell, BURPI, MPA, MCIP, RPP

Manager of Planning and Development

Township of Essa

5786 Simcoe County Rd 21, Utopia

ON LOM 1T0

Dear Ms. Powell:

**Re: Briarwood Angus Development 365 Centre St**

Further to our recent correspondence and our telephone conversation of this afternoon, I am writing to formally request that an Earthworks Agreement be executed by the Township of Essa and Briarwood (Angus) Ltd, to facilitate the development of the property at 365 Centre St., Angus.

As stated in your correspondence of October 15, 2019, the required earthworks will be performed in three stages:

Stage 1 – The installation of siltation control devices

Stage 2 – Tree clearing and grubbing, and

Stage 3 – Earthworks

As of this date we have received clearances for the removal of the trees within the building envelope from the County of Simcoe and the NWVCA and are awaiting the ESA permit from MOEC. It is understood that we will not clear the land before this final permit is issued.

Provided that Council has approved the earthworks agreement and the ESA permit is received sometime in January 2020, the schedule for carrying out the work will be as follows:

Stage 1- January 2020

Stage 2-February-March 2020

Stage 3- June-September 2020

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# BRIARWOOD

DEVELOPMENT GROUP

Attached is the Township's Earthworks Agreement template with Schedules A to E completed by our engineer. The estimated costs for completing the three work stages amount to \$1.9 million as detailed on Schedule E of the agreement. In summary they are as follows:

|                                    |                    |
|------------------------------------|--------------------|
| -Erosion and Sediment Control      | \$ 94,000          |
| -Trees Clearing                    | 200,000            |
| -Top Soil Stripping and Earthworks | <u>1,600,000</u>   |
| Total                              | <u>\$1,894,000</u> |

The costs of the earthworks for this site are abnormally high due to the need of importing an estimated 100,000 cubic metres of infill. We understand that the Township requires that we post security. We would request that since a significant component of the costs is for importing fill, the security required be set on a gradual scale, starting at \$294,000 and increasing as the earthwork progresses.

To date, the engineering design, geotechnical and hydrological reports have been completed and they have all been submitted to AECOM. Comments from the Township's engineer were received on November 14, 2019, and our engineer is currently addressing them. The two model homes that we are building on the site, have been framed and are on schedule to be completed in the spring of 2020 at which time we will launch the sales and marketing program.

Thank you for your assistance and we look forward to the finalization of the earthworks agreement in the near future. If you have any questions or require further information please let me know.

Regards,

*Fausto Saponara*

Fausto Saponara

Principal and VP Project Development

c. David Giugovaz, Valdor Engineering

Enzo DiGiovanni, Briarwood

**EARTHWORKS AGREEMENT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**BETWEEN:**

**THE CORPORATION OF THE TOWNSHIP OF ESSA**

"Township"

- and -

"Developer"

- and -

"Mortgagee(s)"

Collectively referred to as the "Parties"

**RECITALS**

1. The Developer is the owner of the lands in the Township of Essa, County of Simcoe, described as follows:
2. The Developer wishes to compete the Earthworks in Phases.
  - (i) The Developer agrees that a Phasing Plan showing Phase 1 for Earthworks is attached as Schedule "B".
  - (ii) The Developer agrees that Phase 2 will consist of the remaining Earthworks.
3. The Developer proposes to subdivide the Lands into lots and/or blocks by means of an M-Plan (the "Unregistered M-Plan") as set out in Schedule "C" and proposes to develop the Township Lands and is proceeding with a plan of subdivision (the "Plan"), engineering drawings and a Subdivision Agreement for the purpose of developing the Lands and the Township Lands.
4. The Developer warrants that it received Draft Plan Approval for the Lands from the Township on \_\_\_\_\_ for \_\_\_\_\_ units.
5. The Developer warrants that the file number for the Draft Plan Approval is \_\_\_\_\_.
6. The Developer agrees to enter into an Earthworks Agreement (the "Agreement") with the Township to satisfy all conditions financial or otherwise with respect to the proposed grading, earth moving and drainage works (the "Works") on the Lands and on the Township Lands.

- 7. The Developer wishes to alter the existing grade of the Lands and the Township Lands in accordance with the List of Engineering Drawings and Other Services attached as Schedule "D" to facilitate the construction of the Works and the development of the Lands.
- 8. The Developer acknowledges that the Earthworks for Phase 2 cannot commence until all approvals have been obtained for construction of the pond and drainage outlet, plus construction of interim drainage adjacent to the existing Church at the south boundary of the Park.
- 9. The Developer acknowledges and agrees that notwithstanding that it received Draft Plan Approval for the Plan, the Township is not guaranteeing that they will provide final approval for the Plan. Any work completed by the Developer, including but not limited to grading, earth moving, or drainage works, is being completed at their sole risk and expense. The Developer further acknowledges that whether or not the Plan receives final approval, the Developer may be required to move and/or revise any of the Works (including municipal services) previously completed by it, notwithstanding any prior inspections by the Township or the Township's Engineer.
- 10. The Developer is working to obtain written approval from various agencies, including but not limited to the Ministry of the Environment and Climate Change, Ministry of Natural Resources, County of Simcoe, Department of Fisheries and Oceans, Ministry of Transportation (Ontario), Ministry of Tourism Culture and Sport, where they are required for completion of any of the Works.
- 11. The Developer warrants that the currently registered Mortgagee(s) are the only mortgagee(s) of the Lands.

In consideration of the covenants herein contained, and other good and valuable consideration, the Parties covenant and agree to the following:

**1. Recitals Deemed True**

- 1.1. The Parties agree that the Recitals shall be deemed to be true and shall be incorporated as terms of the Agreement.

**2. Lands and Township Lands**

- 2.1. The Lands and Township Lands proposed for the development are as set out in Schedule "A" attached.

**3. Developer Defined**

- 3.1. The word Developer where used in the Agreement includes an individual, an association, a partnership or corporation and where the singular is used it shall be construed as including the plural.

**4. Developer's Expense**

- 4.1. The Developer agrees to be responsible to satisfy all requirements of the Agreement at its expense and agrees that every provision of the Agreement by which the Developer is obligated in any way is deemed to include the words "at the expense of the Developer and to the Township's satisfaction" unless specifically stated otherwise including the payment of all applicable taxes, charges, fees, and levies.

**5. Term**

- 5.1. The Parties agree that, the Township in its sole and unfettered discretion, may terminate the Agreement two (2) years after the date of execution of the Agreement

by the Township if the Township feels that the Works are not proceeding expeditiously, and upon termination the Developer must cease all Works allowed by the Agreement. The Developer further agrees that in the Township's sole discretion, the Township shall then have the right to enter onto the Lands and Township Lands to take whatever action they deem necessary to safeguard the health and welfare of the residents of the Township of Essa, including without limiting the generality of the foregoing, to filling in holes, blocking off access, posting signs, and levelling terrain, at the Developer's expense, however, the Township is under no obligation, whatsoever, to complete all or any portion of the Works. The Developer further agrees to indemnify the Township, its agents or servants, from any and all claims that may arise as a result of any action taken by the Township pursuant to this Section.

**6. Works Defined**

6.1. The Township and Developer acknowledge and agree that the Developer may commence with the Works on the Lands and the Township Lands as set out in Schedule "D" attached and as set out further in the Agreement.

**7. Notice**

7.1. The Developer shall provide forty-eight (48) hours' written notice to the Township's Engineer of its intention to commence work.

**8. Developer's Consulting Engineer**

8.1. The Developer agrees to retain a Consulting Professional Engineer ("Developer's Engineer") skilled and experienced in municipal work and approved by the Township, to act as the Developer's representative in all matters pertaining to the Plan, including but not limited to the design, supervision, layout, inspection, maintenance of the Works, and rectification of any defects. The Developer's Engineer must certify that the List of Engineering Design Drawings and Other Services set out in Schedule "D" attached meet the Township's criteria, and agrees to correct as may be required from time to time, any errors in the Engineering Design Drawings and Other Services set out in Schedule "D" including any corrective or remedial work required to bring the constructed Works into conformity. The Developer further agrees that in the event of any negligence by the Developer's Engineer, the Developer shall assign if required by the Township, any rights it may have to claim against the Developer's Engineer for such negligence. The Developer agrees to provide the names and contact information for the Developer's Engineer to the Township prior to execution of the Agreement by the Township.

8.2. The Developer agrees to retain other consultants as required, to satisfy the Developer's obligations pursuant to the Agreement. The Developer further agrees that in the event of any negligence by the other consultants, the Developer shall assign, if required by the Township, any rights it may have to claim against the other consultants for such negligence. The Developer agrees to provide the names and contact information for the other consultants to the Township prior to other consultants completing any work for the Developer pursuant to the Agreement.

**9. Contractor Names**

9.1. The Developer shall provide for the Township's Engineer's written approval, the names of the contractor or contractors who will be completing the Works.

**10. Developer's Obligations**

10.1. The Developer acknowledges and agrees with the Township as follows:

10.1.1. To ensure that the design and implementation of the Works will meet all of the

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servicing requirements of the Township in order to permit the development of the Lands in accordance with the Draft Plan Conditions.

10.1.2. To provide to the Township with the Estimated Cost of the Works as approved by the Township's Engineers and as set out in Schedule "E" attached.

**11. Overall Grading Plan**

11.1. The Developer agrees to provide an Overall Grading Plan to the satisfaction of the Township and the Township's Engineers prior to execution of the Agreement by the Township.

**12. Fill Management**

12.1. The purpose of this Agreement is to allow the Developer to commence grading on the Lands and the Township Lands as a preliminary step in the development of the Plan. To the extent that the Lands and the Township Lands require the import or export of fill and/or topsoil material, the Developer will be required to obtain the approval of the Township for the source site of imported fill, the destination site for exported fill, the quality of the fill material being imported or exported, and the haul route. To the extent materials are used from the Lands and/or the Township Lands, the Developer must provide in the Overall Grading Plan, details sufficient to satisfy the Township that the Lands and the Township Lands will be left in a safe, tidy and free draining condition.

12.2. The Developer acknowledges that it will be excavating an area to create a Stormwater Management Facility on the Township Lands, and the excavated fill will be placed on the balance of the Township Lands as well as being hauled across Denney Drive to the Lands causing possible disruption to residents. The Developer further acknowledges and agrees to comply with all other terms of the Agreement relating to the movement and storage of dirt and fill.

12.3. The Developer acknowledges and agrees to take all steps set out in this Agreement and as further determined by the Township, and the Township enures, to minimize the negative effects of this dirt and soil excavation and movement on the residents of the Township.

**13. Access**

13.1. The Developer agrees to permit unrestricted access to the Lands to the Township and its agents and to the various authorities involved with approval of the Plan and construction of services for the purpose of inspection of the construction activities and services.

**14. Roads**

14.1. The Developer acknowledges and agrees that no work shall be carried out on any unopened original road allowances, unassumed roads dedicated on Plans of Subdivision or any assumed Township roads, without the written approval of the Township.

**15. Access Roads**

15.1. The Developer acknowledges and agrees that construction access shall be limited to such roads as the Township's Engineer may determine from time to time. All access roads must be maintained by the Developer in good repair at all times and the Developer agrees to meet the requirements of the Township's Public Works Department where public roadways are involved.

15.2. The Developer agrees to keep all roads and sidewalks used for access to the Lands and the Township Lands in good condition and free of dust, mud and debris.

**16. Haul Routes**

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- 16.1. The Developer agrees to provide a Haul Route Plan to the satisfaction of the Township including but not limited to items such as possible vibration issues, the time periods during which haulage can occur, and a list of a minimum of four (4) emergency contacts with telephone numbers and email addresses, prior to execution of the Agreement by the Township.
- 16.2. The Developer agrees that in the event of any documented failure to comply with the approved Haul Route Plan, the Township will give notice of such breach to the Developer. The Developer will have forty-eight (48) hours from delivery of the notice within which to either:
  - 16.2.1. Provide evidence satisfactory to the Township that the breach was not related to the Development and/or not caused by the Developer or any of its employees, associates, contractors, agents, sub-contractors or designates; or
  - 16.2.2. In the event of not being able to provide such evidence, to pay the sum of Five Hundred Dollars (\$500.00) to the Township as predetermined liquidated damages for each documented breach of the haul route.
- 16.3. The parties acknowledge that the liquidated damages reasonably reflect the additional cost of the Township's administration, inspection, site attendances and labour costs in monitoring compliance with the haul route requirements of this Agreement.

**17. Signs**

- 17.1. The Developer agrees to construct, at its expense, signs at each access point to the Lands and the Township Lands stating that the property is "PRIVATE PROPERTY" or Township Property, and "NO ACCESS IS PERMITTED AT ANY TIME". The signs shall be at least 1.2 metres by 1.2 metres and the lettering and colouring shall be to the Township's satisfaction. The signs shall not be removed until the Subdivision Agreement has been executed at which time signs as required by the Subdivision Agreement must be posted in their place.

**18. Other Lands**

- 18.1. The Developer acknowledges and agrees that no work shall be carried out on lands not owned by the Developer other than the Township Lands, without the written consent of the said owner to be filed with and approved by the Township.

**19. Stock Piling**

- 19.1. The Developer shall not stock pile nor store topsoil or any other material on lands being transferred to the Township, except as specifically permitted in the Agreement and approved in writing in advance by the Township, and shall not stock pile nor store topsoil or any other material on any lands unless approved by the Township in writing.

**20. Dust Control**

- 20.1. The Developer agrees to provide a Dust Control Plan to the satisfaction of the Township, which must be approved by the Township's Engineers, prior to execution of the Agreement by the Township.

- 20.2. The Developer agrees to carry out the Dust Control Plan setting out any temporary or permanent work that may be necessary to control ponding, dust, erosion, siltation or slippage conditions in accordance with the requirements of the Township.
- 20.3. The Developer agrees to be responsible for, and to take all the necessary steps to prevent dust affecting traffic or local residents, to the satisfaction of the Township and the Township's Engineer.
- 20.4. The Developer agrees to be responsible to maintain all parking spaces and driveways for the staging area as shown on the List of Engineer Design Drawings with a stable surface so as to prevent the raising of dust.
- 20.5. The Developer agrees to be responsible for the costs of cleaning up dust deposited on adjacent buildings, structures, and lands, as a result of dust being generated from the development of the Plan. The clean-up must be completed in a time frame satisfactory to the Township.
- 20.6. The Developer agrees to hours of construction and construction practices that will minimize the potential impacts from dust, noise and vibration on existing residents in the area. The Developer further agrees to abide by the Township's Noise Control By-Law.
- 20.7. The Developer agrees to the identification of all potential dust sources; a description of the dust control method(s) to be used for each source; a schedule, rate of application, calculations or some other means of identifying how often, how much or when the control method shall be used; provisions for monitoring and record-keeping; a contingency plan in the event that the first control plan does not work; and the name and contact information of the representative responsible for ensuring the plan is implemented and monitored and who can be contacted in the event of a complaint. The scope of the Dust Control Plan is to include measures to address the mud being tracked offsite onto the local roadways.
- 20.8. If the Developer has not taken remedial action within forty-eight (48) hours of receiving a written notification via email from the Township's Engineer regarding a dust control problem, the Township's Engineer in their sole discretion may employ outside forces to implement suitable measures of dust control, at the Developer's expense.
- 20.9. The Developer acknowledges and agrees that if the Township is obligated to take any action pursuant to this Section, the cost of all work including engineering fees, legal fees, administrative fees, consultants fees or contractors costs, shall be borne by the Developer.
- 20.10. The Developer acknowledges and agrees that the Letter of Credit deposited with the Township may be used for Dust Control, and may be drawn upon by the Township in the event that the Township has requested that the dust be removed from the adjacent buildings, structures, and/or lands and it has not been removed within forty-eight (48) hours of said request, and the Township may deduct any shortfall from any other Securities held by the Township for this development.
- 20.11. The Township in its sole and absolute discretion may elect to bill the Developer for any such costs prior to deducting the cost from any Securities held by the Township, and in the event that the bill is not paid to the Township within thirty (30) days, the Township may deduct any outstanding amount from the Letter of Credit held by the Township and then from any other Securities held by the Township for this development. The Developer acknowledges and agrees that it is in the Township's sole and absolute discretion as to whether to bill the Developer or deduct the amount from the Letter of Credit or any other Securities held by the Township for this development.



**21. Construction Refuse**

- 21.1. The Developer acknowledges and agrees that all construction refuse and debris from the Plan must be disposed of in an orderly and sanitary fashion in an existing County of Simcoe landfill site .
- 21.2. The Developer acknowledges that the Township is not responsible for the removal or disposal of refuse and debris.
- 21.3. The Developer acknowledges and agrees that no refuse or debris is to be deposited on areas of the Plan not under construction.
- 21.4. The Developer acknowledges and agrees that if the Township is obligated to take any action pursuant to this Section, the cost of all work including engineering fees, legal fees, administrative fees, consultants fees or contractors costs, shall be borne by the Developer.
- 21.5. The Developer acknowledges and agrees that the Letter of Credit deposited with the Township may be used for the cost of the removal or disposal of refuse and debris, and may be drawn upon by the Township in the event that the Township has requested the removal or disposal of refuse and debris, and it has not been removed within forty-eight (48) hours of said request, and the Township may deduct any shortfall from any other Securities held by the Township for this development.
- 21.6. The Township in its sole and absolute discretion may elect to bill the Developer for any such costs prior to deducting the cost from any Securities held by the Township, and in the event that the bill is not paid to the Township within thirty (30) days, the Township may deduct any outstanding amount from the Letter of Credit held by the Township and then from any other Securities held by the Township for this development. The Developer acknowledges and agrees that it is in the Township's sole and absolute discretion as to whether to bill the Developer or deduct the amount from the Letter of Credit or any other Securities held by the Township for this development.

**22. Vacant Lots**

- 22.1. The Developer agrees that all lots, blocks or Township Lands that are left vacant for longer than thirty (30) days shall be graded, seeded, maintained and signed to prohibit dumping and trespassing, including areas to be mined for soil for future phases as identified on the Plan, subject to the approval of the Township.

**23. Stormwater**

- 23.1. The Developer agrees to take any and all necessary steps, to the satisfaction of the Township's Engineer, to ensure that storm water flows and sediment wash-off are controlled to the extent that downstream lands are protected from nuisance and/or damage.
- 23.2. The Developer agrees to construct the Works so as not to interfere with the existing drainage of any adjoining lands.
- 23.3. The Developer agrees to install temporary fencing around the stormwater management facilities for safety purposes, to the satisfaction of the Township.

**24. Siltation and Erosion Control**

- 24.1. The Developer agrees to provide an Erosion Control Plan prior to commencing the Works.
- 24.2. The Developer agrees to maintain the Site Erosion Control Measures in accordance with the Erosion Control Plan and the List of Engineering Design Drawings and Other Services listed in Schedule "D" to the satisfaction of the Township.

- 24.3.** The Developer agrees to maintain all siltation and erosion control facilities during and after construction to the satisfaction of the Township, the Ministry of Natural Resources, County of Simcoe, Department of Fisheries and Oceans, Ministry of Transportation (Ontario) and the Simcoe County District Health Unit as required by the conditions of Draft Plan Approval.
- 24.4.** The Developer agrees to stabilize all disturbed areas outside of the limits of the Lands and the Township Lands within seven (7) days of the completion of the grading process in that area.
- 24.5.** The Developer agrees not to allow any area to remain exposed for more than thirty (30) days without proper stabilization, and within seven (7) days of written notice by the Township, to undertake stabilization of all disturbed areas as required by the Township.

## **25. Trees**

- 25.1.** The Developer shall remove only those trees required for the installation of the said underground services, as determined in the field by the Developer's Engineer and specialist and approved by the Township in writing. The Developer agrees to ensure compliance with the County of Simcoe Tree Cutting By-law, if applicable.
- 25.2.** All dead and diseased trees, including limbs and stumps, shall be removed from within the limits of the Lands. All stumps and tree trunks shall be disposed of in an approved disposal site.
- 25.3.** All healthy trees removed by the Developer without approval of the Township, except as provided for under this Section, shall be replaced by the Developer at its expense to the Township's satisfaction.
- 25.4.** The Developer shall protect and fence off the existing trees and other vegetation along the southerly boundary of the Plan and show their location on the overall Drainage Plan, prior to the start of construction of the Works.

## **26. Supervision and Inspection of Works**

- 26.1.** It is agreed that the Developer's Engineer, on behalf of the Developer, is responsible for seeing that the Works are completed in accordance with the List of Engineering Design Drawings and Other Services set out in Schedule "D" attached, and in order to fulfill this obligation, the Developer's Engineer shall provide supervision as required.
- 26.2.** The Township's Engineer will make regular site inspections as deemed necessary to ensure that the Works are in accordance with Schedule "D". If, in the opinion of the Township's Engineer, proper supervision is not being provided or construction of the Works is not satisfactory, the Township's Engineer will have the authority to stop the construction of the Works by written notice to the contractor in charge of the particular stage of the Works, or the Developer's Engineer. A copy of this clause shall be delivered by the Developer to each and every contractor engaged for construction of the Works.

## **27. Failure to Complete Works in Acceptable Manner**

- 27.1.** The Developer acknowledges and agrees that if the Works are not being carried out in an acceptable manner to the satisfaction of the Township, the Township acting reasonably will have the right to require the Developer to cease any or all construction activities, as set out in the Agreement by written notice to the Developer.

## **28. Failure to Complete Works**

- 28.1.** The Developer agrees that should they fail to complete any of the Works, or any other work contemplated or required by the Agreement, or should they not complete any of

the Works or any other work to the satisfaction of the Township or the Township's Engineers, the Township is under no obligation whatsoever to complete all or any portion of the Works but the Township has the right to complete the Works if it so chooses upon first giving the Developer 48 hours' notice of its intention to do so. In the event of an emergency, the Township may complete any work without notice to the Developer. The Township will advise the Developer within 7 days after completing any work, of the nature and extent of the work completed by the Township and the cost may be deducted from the Letter of Credit held by the Township, or any other Security held by the Township. The Developer agrees that if the Security held by the Township is insufficient, any short fall may be collected by the Township as set out further in the Agreement.

28.2. The Developer agrees that the Township in its sole discretion shall have the right to enter onto the Lands and the Township Lands to take whatever remedial action it deems necessary to safeguard the health and welfare of the residents of the Township, including but not limited to filling in holes, blocking off access, posting signs and levelling terrain, all at the Developer's expense. The Developer further agrees to indemnify the Township, its agents or servants, from any and all claims which may arise as a result of any actions taken by the Township pursuant to this Section. The Developer acknowledges that any Letters of Credit or other Securities held by the Township may be used for any purposes required by this Section.

**29. Final Approval**

29.1. The Developer acknowledges and agrees that, should the Plan for any reason be refused final approval, construction of the Works shall cease and the Developer agrees to accept full responsibility for all work completed.

29.2. That notwithstanding that it received Draft Plan Approval for the Plan, the Township is not guaranteeing that the Developer will receive final approval for the Plan. Any work completed by the Developer is being completed at their sole risk and expense. The Developer further acknowledges and agrees that whether or not the Plan receives final approval, the Developer may be required to revise any of the work previously completed by it, notwithstanding any prior inspections by the Township or the Township's Engineer.

29.3. That Notwithstanding that these approvals have not yet been put in place, or may not be achieved, the Developer acknowledges that it is prepared to proceed with the Works entirely at its own risk and without any liability or responsibility of any kind whatsoever on the Township, in the event that the Developer is unable to achieve registration of the Plan either in a timely fashion or at all.

**30. Government Approvals**

30.1. The Developer agrees that it shall forthwith obtain any and all other governmental approvals necessary for the development herein and that it shall submit to the Township all the normal and usual plans and documents which may be required by the Township and to enter into a Subdivision Agreement.

**31. Applicable Laws**

31.1. In constructing the Works, the Developer shall comply with all statutes, laws, by-laws, regulations, ordinances, orders and requirements of governmental or other public authorities having the jurisdiction at any time, applicable and in force. Without limiting the generality of the foregoing, the Developer agrees to comply with, and cause to be complied with, the provisions of the *Occupational Health and Safety Act*, R.S.O 1990, c O.1, (the "*Occupational Health and Safety Act*"), the *Environmental Protection Act*, R.S.O. 1990, c. E.19, (the "*Environmental Protection Act*") and the *Ontario Water Resources Act*, R.S.O. 1990, c. O.40, (the "*Ontario Water Resources Act*"), and any regulations, policies,

and guidelines relating thereto, including all obligations of the contractor and employer under the *Occupational Health and Safety Act* and regulations as applicable, and any obligation to obtain any approval or permit required under the *Environmental Protection Act* or the *Ontario Water Resources Act* or any regulations, policies and guidelines relating thereto. The Developer further agrees to handle and dispose of all materials in accordance with the foregoing legislation.

- 31.2.** The Developer agrees that it shall do, cause to be done, or refrain from doing any act or thing as directed by the Township if any time the Township considers that any situation or condition is unsafe, damaging to the environment or contrary to the provisions of any applicable laws.
- 31.3.** The Developer acknowledges and agrees that if it fails to comply with such direction, the Township may take action to remedy the situation at the expense of the Developer and if any action is taken, the Township shall be entitled to draw upon any Securities filed by the Developer under the Agreement to pay the cost of the action taken.

**32. Other Applicable Laws**

- 32.1.** Nothing in the Agreement shall relieve the Developer from compliance with all applicable municipal by-laws and/or regulations or laws and/or regulations established by any other governmental body which may have jurisdiction over the Lands.

**33. Township's Legal, Planning, Administrative (including Public Works), Consulting, Contracting, Engineering Costs & Cash Deposit**

- 33.1.** The Developer agrees to pay to the Township all costs incurred by the Township relating to the approval, registration, and completion of the development of the Plan including but not limited to, the following: legal, planning, administrative (including public works), peer review consultants, other consultants, external contractors, and engineering, plus all applicable taxes, which costs are incurred by the Township and/or invoiced to the Township for matters completed prior to or subsequent to the date of execution of the Agreement. This shall include costs to provide legal representation, engineering evidence, planning evidence at any hearing, or otherwise required in the process of Draft Plan Approval, including negotiations involving the Township or appeals by the Developer of draft plan conditions, and for the administration of the Plan, or as required by the Township to enforce or complete any provision of the Agreement, including the need for the Township to safeguard the interests of the residents of the Township, or to ensure that the interests of the Township are protected fully in all other respects, or in relation to any issues that arises in any other way as a result of the Developer entering into the Agreement or proceeding to develop the Lands.
- 33.2.** The Developer agrees to pay to the Township, the Township's ongoing costs for all matters relating to: legal, planning, administrative (including public works), peer review consultants, other consultants, external contractors, and engineering costs, plus all applicable taxes, for all items including but not limited to: checking plans, reviewing specifications, inspecting the Works, ongoing administration of the Agreement and the subdivision, enforcement of any term of the Agreement including any matter that arises as a result of the Township entering into the Agreement, and the Developer developing the Lands whether due to any direct action taken by the Developer or not, or which may arise indirectly as a result of the Developer developing the Lands. This shall include any negotiations or discussions with the Developer, the Developer's lawyers, engineers, other parties retained by the Developer, or any other party howsoever related to the Development including any negotiations surrounding, or challenges to any draft plan conditions, or as a result of the Developer challenging any matter arising pursuant to the Agreement including but not limited to legal and engineering costs, and for all other costs incurred by the Township for the legal or engineering review of any aspect of the Agreement, including any legal opinions required by the Township for any matter relating

to or arising from the Developer entering into the Agreement. This also includes any requirement for the Developer to enter into any Subdivision Agreement Amendments in the future, that in the sole and absolute discretion of the Township are deemed to be required by the Township. The Developer agrees that legal costs shall include any additional title searching or legal opinions required for any Subdivision Agreement Amendments. The Developer further agrees that all such costs set out herein shall be invoiced to and paid by the Developer.

- 33.3. The Developer agrees to pay to the Township prior to the Township executing the Agreement, all amounts that have been or will be invoiced by the Township to the Developer for work completed by the Township, its Solicitors, Engineers or other consultants up to the date that the Township executes the Agreement.
- 33.4. The Developer agrees to deposit with the Township cash in the amount of Ten Thousand Dollars (\$10,000.00) as security for payment of accounts.
- 33.5. The Developer understands and agrees that accounts will be submitted to the Developer either through the Township or directly from the Township's Engineer, planners and legal counsel for payment within thirty (30) days of submission and, if not paid within thirty (30) days, the amount will be deducted and paid from the cash on deposit with the Township.
- 33.6. The Developer understands and agrees that should it be necessary for the Township to deduct any money from the cash deposit, the Developer shall, within thirty (30) days, provide the Township with the amount of cash necessary to bring the total deposit back to the original Ten Thousand Dollars (\$10,000.00) requirement. The Township shall charge the Developer interest at the rate of one and one quarter percent (1.25%) per month (effective interest rate of 16.17% per annum) on any amount over Ten Thousand Dollars (\$10,000.00) that the Township is required to pay out until such time as the Township is paid this amount by the Developer. In the alternative, the Township is at liberty to draw on any Letter of Credit deposited with the Township, in the event that there is insufficient cash on deposit with the Township.
- 33.7. The Developer agrees that all legal costs incurred by the Township pursuant to the Agreement are to be paid by the Developer on a one hundred percent (100%) cost recovery basis by the Township, without any deduction or set off whatsoever.
- 33.8. The Developer further agrees that all engineering costs incurred and to be paid for by it under the Agreement, shall be levied according to the Tariff set out by the Association of Professional Engineers of Ontario.

**34. Taxes, Drainage, Local Improvement Charges and Other Charges**

34.1. The Developer agrees to pay the following charges prior to execution of the Agreement by the Township:

34.1.1. All taxes levied on the Lands in accordance with the Assessment and the Collector's Roll entries until the Lands have been subdivided and assessed and entered on the Collector's Roll according to the Plan, including any arrears of taxes and costs.

**35. Securities**

35.1. Before signing the Agreement, the Developer will deposit with the Treasurer of the Township an irrevocable Letter of Credit from a Tier 1 Canadian chartered bank, issued in accordance with the requirements of the Township's solicitor in the format as set out in Schedule "F" attached, in the amount as set out in Schedule "E" attached, in addition to any monies previously deposited with the Township.

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- 35.2. The Developer acknowledges and agrees that the decision whether or not to draw upon the Securities to pay any obligation of the Developer arising from the Agreement, be it financial or otherwise, shall be made by the Township in the Township's sole and unfettered discretion, and further, the Township has no obligation and has the final say on whether or not to make any or all such payments.
- 35.3. The Letter of Credit shall have a minimum guarantee period of one (1) year or such longer time as the Township decides and shall be renewed automatically thereafter by the bank of issuance until released by the Township or until notification is delivered by the issuer to the Township of an intention to release the Letter of Credit at least thirty (30) days prior to the intended release by the issuer.
- 35.4. The Developer acknowledges and agrees that the Securities are being deposited with the Township to cover the faithful performance of all of the Developer's obligations under the Agreement, and as such are interchangeable and may be applied to any part of the Works in any amount required by the Township to complete them. The Developer further agrees that any Securities deposited with the Township may also be used for any other requirements of the Township included in the Agreement or any requirements of the Township for any other Plans of Subdivision of the Developer, being developed in the Township of Essa, or other Phases or Stages of this development, in the Township's sole and unfettered discretion. The Developer further agrees that the Securities may be drawn upon by the Township at any time and from time to time upon written demand.
- 35.5. In the event of an increase to the estimated cost of the Works, the Township may request, and the Developer shall, provide additional security(ies) as required by the Township within thirty (30) days of notice, failing which the Developer shall be considered in default of this Agreement.
- 35.6. The Developer agrees that if the Township draws on this Letter of Credit to pay any outstanding accounts then the Developer is considered to be in default of the Agreement. In this case, the Township, in its sole discretion, may issue a stop work order and no work may proceed until such time as the Letter of Credit is topped up to its original sum.

**36. Reduction in Security**

- 36.1. The Developer acknowledges and agrees that no reduction in any Letter of Credit deposited by the Developer with the Township in accordance with the terms of the Agreement shall be permitted until such time as the Developer has entered into a Subdivision Agreement with the Township for the Lands. Thereafter, any reductions in the security posted by the Developer shall be completed in accordance with the terms of the said Subdivision Agreement.

**37. Mortgages**

- 37.1. All Mortgagees, if any, consent to and agree to:
  - 37.1.1. be bound by the terms of this Agreement;
  - 37.1.2. to postpone their interest in the Lands as if the Agreement were registered in priority to their mortgage including any subsequent amendments, extensions and assignments of their mortgage, and all Mortgagees consent to executing a postponement of their mortgage to the Agreement including any amendments to this Agreement, which postponement may be registered on title at the sole discretion of the Township;
  - 37.1.3. that any amounts which the Township is entitled to collect pursuant to this Agreement, including all funds expended by or expenses incurred on behalf of the Township to rectify any breaches of the Agreement by any of the Parties, shall constitute a first charge against the Lands and the Mortgagees agree to

execute postponements of their charges to any outstanding amounts pursuant to the Agreement if required to do so by the Township;

37.1.4. that the Township shall be entitled to recover any amounts owed to it pursuant to the Agreement upon the sale or distribution of the Lands in priority to the interest of any Party hereto and prior to the interest of any subsequent encumbrancers or owners of the Lands;

37.1.5. all Mortgagees agree that in the event of becoming owner or otherwise gaining control of all or part of the Lands pursuant to their mortgage, either beneficially or in trust and either alone or in combination with another party, they will be subject to the Agreement in the same manner as if the Mortgagee had executed the Agreement in the capacity of the Developer; and

37.2. that in the event of a sale or conveyance of all or part of the Mortgagee's interest in the Lands, the Mortgagee shall require as a condition precedent to the closing of any such sale or conveyance, that the new owner (the purchaser) will have covenanted with the Township in writing to perform and undertake all of the terms of the Agreement in the same manner as if the purchaser had executed the Agreement in the capacity of the Developer.

**38. Insurance**

38.1. The Developer agrees to provide to the Township and the Township's Solicitor, prior to execution of the Agreement by the Township, a complete copy of a Commercial General Liability Insurance Policy ("CGL") in an amount of no less than Five Million Dollars (\$5,000,000) per occurrence, subject to the Township's right to set higher limits if it considers it necessary, naming the Township and the Township's agents, including but not limited to, the Township's Engineer, as additional insured for insurance against all damages or claims for damages. The insurance policy must contain provisions to the satisfaction of and as specified by the Township's insurer, the Township and/or its Solicitor and the form and content and type of Commercial General Liability Insurance Policy is subject to the approval of the aforementioned parties. In the event that any amendments are required by the Township to the insurance policy the Developer must proceed to obtain an amended policy of insurance and provide a complete copy of the new Commercial General Liability Insurance Policy within thirty (30) days of a written request by the Township to do so. The Developer shall keep the aforesaid insurance policy in effect until such time as the Works are finally accepted and assumed by the Township and the Maintenance Period has expired.

38.1.1. The Developer confirms that the policy will include the following provisions in addition to all standard provisions:

38.1.1.1. Commercial General Liability Insurance of not less than Five Million Dollars (\$5,000,000) per occurrence;

38.1.1.2. non-owned automobile liability;

38.1.1.3. cross liability and severability of interest;

38.1.1.4. forty-five (45) days cancellation or material change notice to all additional insured;

38.1.1.5. additional insured, as required; and

38.1.1.6. blasting.

38.1.2. The Developer acknowledges and agrees that if there are multiple named Developers in the Agreement, the Township requires one insurance policy covering the entire development including all of the Developers within the one insurance policy.

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- 38.1.3. If the Township receives notice from the insurer that it has cancelled or refused to renew the insurance, or that it intends to do so, or if the Township otherwise determines that the insurance has lapsed or is about to lapse without renewal or replacement, the Township may, on written notice to the Developer and at the sole expense of the Developer, obtain insurance in accordance with this Section. In such circumstances, the Township shall be entitled to obtain new insurance or add the necessary insurance coverage to the Township's blanket insurance. The Developer shall forthwith, upon receipt of written notice from the Township, reimburse the Township for the cost of such insurance payable as noted above. In addition, the Township shall, at its sole discretion and option be entitled to draw upon any security posted under the Agreement to cover the costs of this insurance.
- 38.1.4. The Developer acknowledges and agrees that neither the issuance of the policy of insurance nor the acceptance of the policy of insurance by the Township shall be construed as relieving the Developer from responsibility for other or larger claims, if any, for which it may be held responsible.
- 38.1.5. The Developer acknowledges that its insurer shall not be entitled to deny insurance coverage to the Township and the Township's agents, including but not limited to the Township's Engineer, because of equities which may accrue to the primary insurer being the Developer. This would include but not be limited to failure by the Developer to pay its insurance premiums on a timely basis and keep the insurance in good standing, incomplete disclosure by the Developer of all pertinent facts to the insurer or provision of incomplete or improper information to the Developer's insurer.
- 38.1.6. The Developer agrees that in the event the insurance policy is inadequate to cover a claim for which the Township might otherwise be responsible, or the Developer's insurer fails to cover a claim for which the Township might otherwise be responsible, the Township in its sole discretion may utilize any Securities provided by the Developer pursuant to the Agreement to satisfy the said claim or claims.

**39. Developer's Liabilities & Indemnity**

- 39.1. The Developer agrees to indemnify and save harmless the Township, its agents or servants, from and against all suits and claims, causes of action and demands whatsoever arising out of or connected with the carrying out of the Developer's obligations in the Agreement or from the Developer having entered into the Agreement, and including claims pursuant to the *Construction Act*, R.S.O. 1990, c. C.30 (the "*Construction Act*"). This indemnity does not extend to the negligence of the Township, its officers, employees, agents or contractors. The Township has the right to withhold and/or use any portion of any Securities provided pursuant to the Agreement to indemnify the Township for any legal fees, engineering fees or administrative fees the Township incurs to defend its interest against any such suit or claim or demand as set out in this paragraph.
- 39.2. The Developer shall save the Township, its agents and employees, harmless from any and all claims, demands, losses, costs, damages, actions, suits or proceedings arising out of or attributable to any act or omission connected with the Works for this Plan including inspection of the Works. It is specifically understood and agreed that inspections of any aspect of construction, review by the Township's Engineer, Township Public Works Staff or any other works or actions undertaken by the Township, its agents or servants (which are hereinafter specifically agreed to be acting as agents of the Developer with respect to such work), shall impose no liability upon the Township to the Developer and the Developer specifically agrees that no such claim will be made.

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39.3. Developer further agrees that it shall indemnify and save harmless the Township from all actions, causes of action, suits, claims, costs and demands whatsoever which may arise either directly or indirectly by reason of any damage to any lands abutting the Lands or to any building erected thereon arising from or in consequence of any alteration of grade or level or by reason of any other Works undertaken by the Developer.

**40. Performance of Covenants**

40.1. Any action taken by the Township or on its behalf pursuant to the Agreement shall be in addition to and without prejudice to any security or other guarantee given on behalf of the Developer for the performance of its covenants and agreements herein and upon default on the part of the Developer hereunder, the Township shall, in addition to any other remedy available to it, be at liberty to utilize the provisions of Section 349(1) and 446 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended (the "*Municipal Act*").

**41. Change in Ownership**

41.1. In the event of any transfer of any beneficial ownership of interest in the property or in the event of any change in the ownership of the principals of the Developer, then, at the sole discretion of the Township, the Agreement may be terminated upon written notice by the Township to the Developer.

**42. Notice**

42.1. Where the Agreement requires notice to be delivered by one Party to the other, such notice shall be in writing and delivered either personally or by email at the addresses noted below. Notice shall be deemed to have been given on the date of delivery.

**Township:**

The Corporation of the Township of Essa  
5786 Simcoe County Road 21  
Utopia, ON L0M 1T0

Attention: Colleen Healey, CAO

Tel: (705) 424-9770

Email: [chealey@essatownship.on.ca](mailto:chealey@essatownship.on.ca)

**Developer:**

Attention:

Tel:

Email:

**Mortgagee(s):**

Attention:

Tel:

Email:

or such other address, email address as the Developer has provided the Township's Clerk in writing and any notice emailed or delivered shall be deemed good and sufficient notice under

the terms of this Agreement.

**43. Municipal Act - Section 349(1) and 446**

43.1. The Developer acknowledges and agrees that any action taken by the Township, or on its behalf, pursuant to the Agreement, shall be in addition to and without prejudice to any Security or other guarantee given on behalf of the Developer, for the performance of its covenants and agreements, and upon default on the part of the Developer, the Township shall in addition to all other remedies available to it, be at liberty to utilize the provisions of Section 349(1) and 446 of the *Municipal Act*, plus all remedies available to it pursuant to any Township By-law passed under the *Municipal Act* or the *Planning Act*, R.S.O. 1990, c. P. 13, (the "*Planning Act*"), if the Township has exhausted all Letters of Credit and cash deposits, and the Developer has not replaced these Securities as required by the Township.

**44. Agreement Not to be Called into Question**

44.1. The Developer agrees that it will not call into question, directly or indirectly, in any proceeding or action in court, or before any administrative tribunal, the Township's right to enter into and enforce this Agreement. The law of contract applies to the Agreement and the Parties are entitled to all remedies arising from it, notwithstanding any provision of Section 51 of the *Planning Act*, interpreted to the contrary. The Township and the Developer agree that adequate consideration has flowed from each Party to the other in relation to this paragraph and that the terms of this paragraph are not severable by any Party. The Developer further agrees that it shall not take the benefit of the Agreement and allege entitlement to any greater rights than as set out in this Agreement. The provisions of this paragraph may be plead by any Party in any action or proceeding as an estoppel of any denial of such right.

**45. No Fettering of Discretion**

45.1. Notwithstanding any other provisions of the Agreement, the Parties hereto agree with each other that none of the provisions of the Agreement (including a provision stating the Parties' intention) is intended to operate, nor shall have the effect of operating, in any way to fetter either the Township Council which authorized the execution of the Agreement or any of its successor councils in the exercise of any of Council's discretionary powers, duties or authorities. The Developer hereby acknowledges that it will not obtain any advantageous planning or other consideration or treatment by virtue of the existence of the Agreement.

**46. Severability and Enforceability**

46.1. The Township and the Developer agree that all covenants and conditions contained in the Agreement shall be severable, unless specifically stated otherwise herein, and that should any of the provisions of the Agreement be declared invalid or unenforceable by a court of competent jurisdiction it shall not affect the enforceability of each and every other clause contained herein.

**47. Waiver**

47.1. The failure of the Township at any time to require performance by the Developer of any obligation under the Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall the waiver by the Township of the performance of any obligation hereunder be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any later time. The Township shall specifically retain its rights at law to enforce the Agreement.

**48. Further Assurances**

48.1. The Developer agrees to execute such further and other agreements as may be requested by the Township from time to time to give effect to the full intent and meaning of this Agreement.

**49. Effective Date**

49.1. The Agreement shall be effective from the date it is executed by the Township, the Developer and any Mortgagees.

**50. Interpretation of Agreement**

50.1. The part number and headings, subheadings and section, subsection, clause and paragraph numbers are inserted for convenience of reference only and shall not affect the construction or interpretation of the Agreement.

50.2. The Agreement shall be construed with all changes in number and gender as may be required by the context.

50.3. Reference herein to any statute or any provision thereof shall include such statute or provisions thereof as amended, revised, re-enacted and/or consolidated from time to time and any successor statute thereto.

50.4. All obligations contained herein, although not expressed to be covenants, shall be deemed to be covenants.

50.5. Whenever a statement or provision in the Agreement is followed by words denoting inclusion or example and then there is a list of, or reference to specific items, such list or reference shall not be read so as to limit the generality of that statement or provisions, even if words such as "without limiting the generality of the foregoing" do not precede such list or reference.

**51. Governing Law**

51.1. The Agreement shall be governed by and has been construed in accordance with the laws of the Province of Ontario and shall be treated in all respects as an Ontario contract.

**52. Entire Agreement**

52.1. The Agreement constitutes the entire Agreement between the parties pertaining to the subject matter hereof.

**53. Extension of Time**

53.1. Time shall always be of the essence of the Agreement. Any time limits specified in the Agreement may be extended with the consent in writing of both the Developer and the Township, but no such extension of time shall operate or be deemed to operate as an extension of any other time limit, and time shall be deemed to remain of the essence of the Agreement notwithstanding any extension of any time limit.

**54. No Modification**

54.1. No modification of, or amendment to the Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

**55. Headings**

55.1. The headings inserted in the Agreement are inserted for convenience only and shall not be used as a means of interpreting this Agreement.

**56. Singular, etc.**

**56.1.** The use of words in the singular or plural, or with a particular gender, shall not limit the scope or exclude the application of any provision of the Agreement to such Party or circumstances as the context otherwise permits.

**57. Registration of Agreement**

**57.1.** The Developer consents to the registration of the Agreement by the Township on the Lands, in the sole discretion of the Township.

**57.2.** The Developer consents to the registration of any additional agreements with the Township amending, adding to, or deleting any of the terms of the Agreement on the Lands, in the sole discretion of the Township.

**58. Schedules**

**58.1.** The following Schedules form part of the Agreement and are comprised of:

- Schedule "A" Description of Lands and Township Lands;
- Schedule "B" Phasing Plan;
- Schedule "C" Reduced copy of Unregistered M-Plan;
- Schedule "D" List of Engineering Design Drawings, Sediment & Erosion Control Drawings, Overall Grading Plans, and Other Services;
- Schedule "E" Estimated Cost of the Works; and
- Schedule "F" Form of Letter of Credit.

**59. Enurement**

**59.1.** The Agreement shall be binding upon and enure to the benefit of the parties to the Agreement and their respective administrators, successors and assigns. In the event of the sale of the Lands, the Developer agrees to obtain the purchaser's covenant in writing to assume responsibility for the performance of the Developer's continuing obligations under this Agreement, prior to the sale being completed and provide a copy to the Township.

**IN WITNESS WHEREOF** the Parties hereto have hereunto affixed their corporate seals under the hands of their proper officers duly authorized in that behalf.

**THE CORPORATION OF THE TOWNSHIP OF ESSA**

Per: \_\_\_\_\_  
Name: Sandie Macdonald  
Title: Mayor

Per: \_\_\_\_\_  
Name: Lisa Lehr  
Title: Clerk  
We have authority to bind the corporation.

**[Developer]**

Per: \_\_\_\_\_  
Name:  
Title: ASO

Per: \_\_\_\_\_  
Name:  
Title: ASO

We have authority to bind the corporation.

**[Mortgagee(s)]**

Per: \_\_\_\_\_  
Name:  
Title: ASO

Per: \_\_\_\_\_  
Name:  
Title: ASO

We have authority to bind the corporation.

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**SCHEDULE "A"**

**Note:** It is understood and agreed that this Schedule forms part of  
The Corporation of the Township of Essa Earthworks Agreement

**DESCRIPTION OF LANDS**

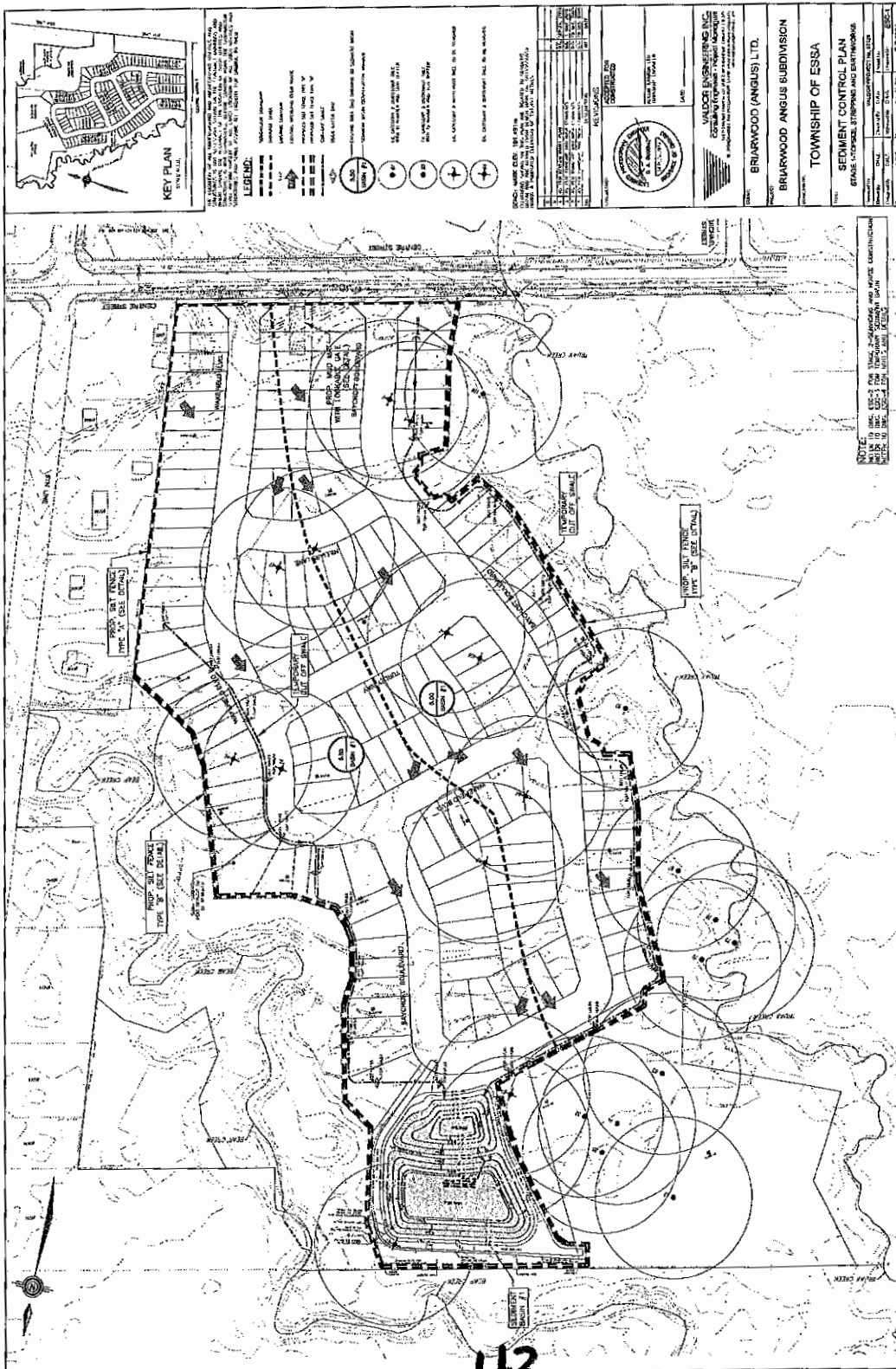
ALL AND SINGULAR that certain parcel or tract of land and premises situated, lying and being in the Township of Essa, in the County of Simcoe, being composed of Part of the East half of Lot 31 Concession 4 Essa, being Part 1, 51R-124531.

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**SCHEDULE "B"**

**Note:** It is understood and agreed that this Schedule forms part of The Corporation of the Township of Essa Earthworks Agreement

**Copy of Sediment Control Plan – Stage 1**  
**A reduced copy of the Sediment Control Plan - Stage 1 is attached.**

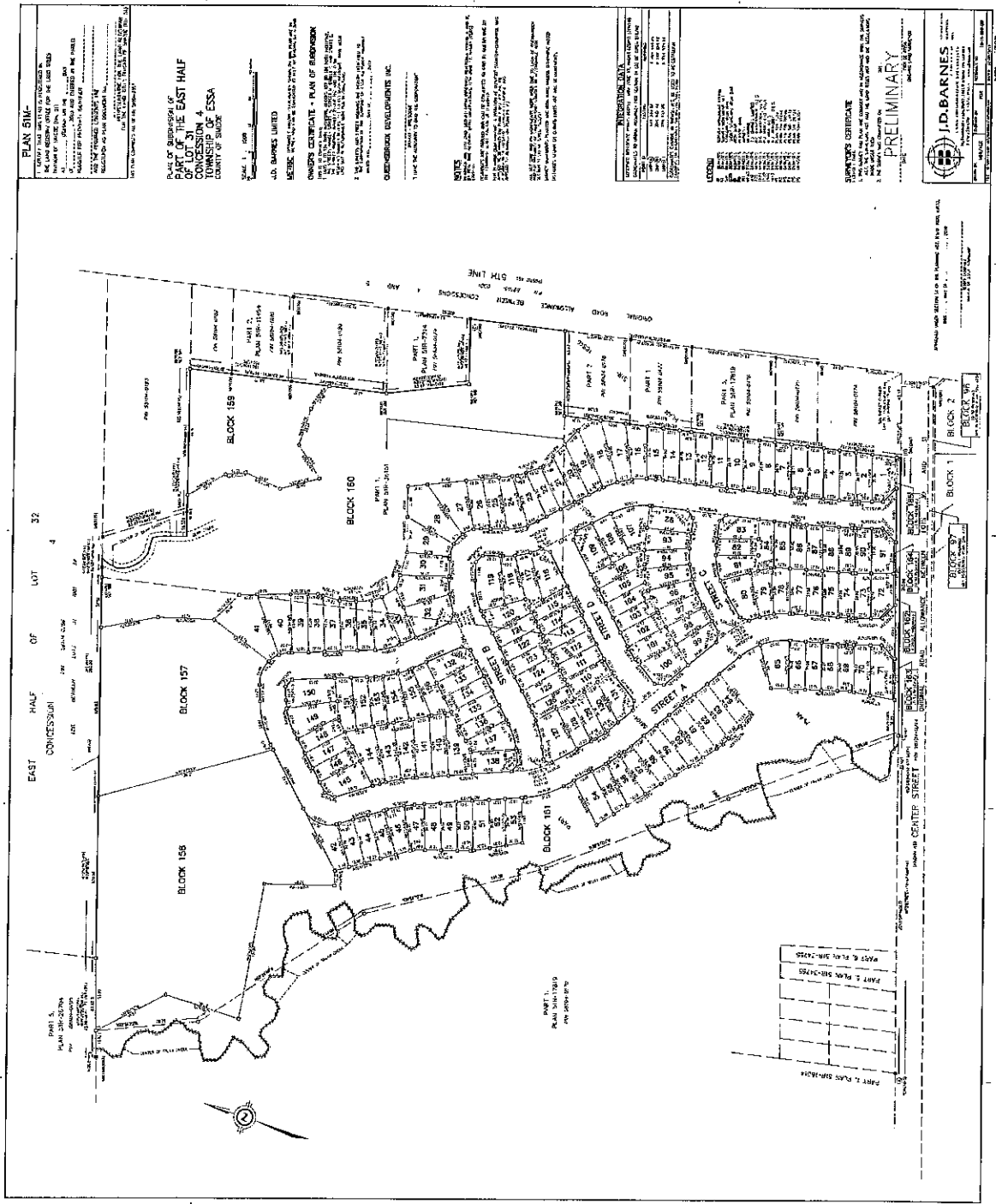


SCHEDULE "C"

Note: It is understood and agreed that this Schedule forms part of The Corporation of the Township of Essa Earthworks Agreement

Copy of Unregistered M-Plan

A reduced copy of the unregistered M-Plan is attached.



**PLAN 51M**  
 THE LAND SHOWN ON THIS PLAN IS THE PROPERTY OF THE TOWNSHIP OF ESSA AND IS BEING OFFERED FOR SALE BY THE TOWNSHIP OF ESSA. THE TOWNSHIP OF ESSA DOES NOT WARRANT THE ACCURACY OF THE INFORMATION CONTAINED HEREON AND IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS. THE TOWNSHIP OF ESSA IS NOT PROVIDING ANY FINANCIAL OR LEGAL ADVICE. THE TOWNSHIP OF ESSA IS NOT A FINANCIAL INSTITUTION AND IS NOT A MEMBER OF THE FINANCIAL INSTITUTIONS REGULATORY BOARD. THE TOWNSHIP OF ESSA IS NOT A FINANCIAL INSTITUTION AND IS NOT A MEMBER OF THE FINANCIAL INSTITUTIONS REGULATORY BOARD.

**PLANNING DEPARTMENT**  
 TOWNSHIP OF ESSA  
 1000 SHEPPARD AVENUE EAST  
 SUITE 100  
 SCARBOROUGH, ONTARIO M1B 3Y2  
 TEL: (416) 291-2000  
 FAX: (416) 291-2001  
 WWW.TOWNSHIPOFESSA.CA

**DATE:** 1. 1. 2008

**BY:** J.D. BARNES

**FOR:** J.D. BARNES

**PROJECT:** CONVEYANCE - PLAN OF SUBDIVISION

**PROJECT NO.:** 2007-0001

**PROJECT NAME:** CONVEYANCE - PLAN OF SUBDIVISION

**PROJECT ADDRESS:** 1000 SHEPPARD AVENUE EAST, SUITE 100, SCARBOROUGH, ONTARIO M1B 3Y2

**PROJECT CONTACT:** J.D. BARNES

**PROJECT PHONE:** (416) 291-2000

**PROJECT FAX:** (416) 291-2001

**PROJECT EMAIL:** jdbarnes@townshipofessa.ca

**PROJECT WEBSITE:** www.townshipofessa.ca

**PROJECT URL:** www.townshipofessa.ca

**PROJECT MAP:** www.townshipofessa.ca

**PROJECT PLAN:** www.townshipofessa.ca

**PROJECT DRAWING:** www.townshipofessa.ca

**PROJECT PHOTO:** www.townshipofessa.ca

**PROJECT VIDEO:** www.townshipofessa.ca

**PROJECT AUDIO:** www.townshipofessa.ca

**PROJECT TEXT:** www.townshipofessa.ca

**PROJECT IMAGE:** www.townshipofessa.ca

**PROJECT SOUND:** www.townshipofessa.ca

**PROJECT ANIMATION:** www.townshipofessa.ca

**PROJECT INTERACTIVE:** www.townshipofessa.ca

**PROJECT MULTIMEDIA:** www.townshipofessa.ca

**PROJECT DIGITAL:** www.townshipofessa.ca

**PROJECT NETWORK:** www.townshipofessa.ca

**PROJECT INTERNET:** www.townshipofessa.ca

**PROJECT INTRANET:** www.townshipofessa.ca

**PROJECT EXTRANET:** www.townshipofessa.ca

**PROJECT WIRELESS:** www.townshipofessa.ca

**PROJECT MOBILE:** www.townshipofessa.ca

**PROJECT PDA:** www.townshipofessa.ca

**PROJECT SMARTPHONE:** www.townshipofessa.ca



SCHEDULE "D"

**Note:** It is understood and agreed that this Schedule forms part of The Corporation of the Township of Essa Earthworks Agreement

**List of Engineering Design Drawings, Sediment & Erosion Control Drawings,  
Overall Grading Plans, and Other Services**

| <u>Dwg.No.</u> | <u>Drawing Name</u>  |
|----------------|--|
| ESC-1          | SEDIMENT CONTROL PLAN STAGE 1-TOPSOIL STRIPPING AND EARTHWORKS |
| ESC-2          | SEDIMENT CONTROL PLAN STAGE 2-SERVICING AND HOUSE CONSTRUCTION |
| ESC-3          | TEMPORARY SEDIMENT BASIN                                       |
| ESC-4          | SEDIMENT CONTROL NOTES AND DETAILS                             |
| LG-1 LOT       | GRADING PLAN   |
| LG-2 LOT       | GRADING PLAN   |
| LG-3 LOT       | GRADING PLAN   |
| LG-4 LOT       | GRADING PLAN   |

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**SCHEDULE "E"**

**Note:** It is understood and agreed that this Schedule forms part of The Corporation of the Township of Essa Earthworks Agreement

**Estimated Cost of the Works**

VALDOR ENGINEERING INC.  
File: 07128  
26 November 2019

Brariwood Angus Subdivision  
E-T-0504  
Township of Essa

**COST ESTIMATE FOR EARTHWORKS AGREEMENT**

| <b>Section 1 - SITE PREPARATION</b> |   |                         |                |                   |                       |
|-------------------------------------|---|-------------------------|----------------|-------------------|-----------------------|
| <b>Item</b>                         | <b>Description</b>  | <b>Approx. Quantity</b> | <b>Unit</b>    | <b>Unit Price</b> | <b>Amount</b>         |
|                                     | <b>EROSION &amp; SEDIMENT CONTROL</b>   |                         |                |                   |                       |
|                                     | Supply, install and maintain silt fence at the locations and as per the design shown on the engineering drawings or as directed by the Consultant including maintenance and removal.  |                         |                |                   |                       |
| 1.01                                | Single silt fence   | 405                     | m              | \$12.00           | \$4,860.00            |
| 1.02                                | Double silt fence with straw bales  | 1,410                   | m              | \$28.00           | \$39,480.00           |
| 1.03                                | Construct mud mat including maintenance during construction and truck entrance signage, complete.   | 1                       | ea.            | \$5,000.00        | \$5,000.00            |
| 1.04                                | Provide and maintain a gate at the site access to be locked on a daily basis in order to prevent illegal dumping on site.   | 1                       | L.S.           | \$2,000.00        | \$2,000.00            |
| 1.05                                | Install rock check dams, including maintenance as directed by the Engineer, as shown on the drawings, complete.   | 19                      | ea.            | \$400.00          | \$7,600.00            |
| 1.06                                | Construct intercepting swales, including maintenance as directed by the Engineer, as shown on the drawings, complete.   | 1                       | L.S.           | \$10,000.00       | \$10,000.00           |
| 1.07                                | Construct and maintain temporary siltation control pond per the drawings including excavation, berm construction, overflow weir, stand pipe, gavel jacket, horizontal pipe, orifice plate, filter fabric, anti seep collar, filter fabric, outlet pipe, rip-rap protection at the outlet pipe, complete | 1                       | L.S.           | \$25,000.00       | \$25,000.00           |
|                                     | <b>TREE CLEARING &amp; GRUBBING</b>   |                         |                |                   |                       |
| 1.08                                | Clear and grub work area including cutting and disposal off-site of trees/shrubbery, branches, stumps, existing fences and all other surface debris, complete.  | 1                       | L.S.           | \$200,000.00      | \$200,000.00          |
|                                     | <b>TOPSOIL STRIPPING &amp; EARTHWORKS</b>   |                         |                |                   |                       |
| 1.09                                | Strip topsoil within the project limits and place on site including stockpile, and rearlots where indicated on the plans.   | 36,760                  | m <sup>3</sup> | \$3.50            | \$128,660.00          |
| 1.10                                | Excavate load and dispose off site sub-surface peat. Contractor responsible for coordinating dump location. (Estimated quantity)  | 20,000                  | m <sup>3</sup> | \$15.00           | \$300,000.00          |
| 1.11                                | Excavate road to subgrade over full width of the right-of-way and lots to the pre-grade levels specified by the Engineer. Place all excavated material in fill sections and compact to a minimum 98% SPMDD at all locations.  | 19,768                  | m <sup>3</sup> | \$3.50            | \$69,188.00           |
| 1.12                                | Supply, place, spread, and compact imported fill to a minimum of 98% SPMDD to specified pregrade elevations. All fill to be imported must be accompanied with proper documentation to be approved by the Geotechnical Engineer prior to importation.  | 90,120                  | m <sup>3</sup> | \$12.50           | \$1,126,500.00        |
| <b>TOTAL:</b>                       |   |                         |                |                   | <b>\$1,918,288.00</b> |

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**SCHEDULE "F"**

**Note:** It is understood and agreed that this Schedule forms part of The Corporation of the Township of Essa Earthworks Agreement

**FORM OF LETTER OF CREDIT**

**BANK OF \_\_\_\_\_**

**DATE OF ISSUE:** \_\_\_\_\_, 2012

**APPLICANT:**  
Name of Customer \_\_\_\_\_  
Address of Customer \_\_\_\_\_  
Address of Customer \_\_\_\_\_  
(hereinafter called the "Applicant")

**BENEFICIARY:**  
The Corporation of the Township of Essa  
5786 Simcoe County Road 21,  
UTOPIA ESSA TOWNSHIP ON L0M 1T0  
(hereinafter called the "Beneficiary")

**AMOUNT:** \_\_\_\_\_ and Canadian Dollars (Cdn. \$\_\_\_\_\_.00)

**Irrevocable and Unconditional Standby Letter of Credit Number:** \_\_\_\_\_ (The "Credit")

Except as otherwise expressly stated, this Letter of Credit is issued subject to "Uniform Customs and Practices for Documentary Credits, 2007 Revision, being International Chamber of Commerce Publication No. UPC 600L".

We hereby authorize you to draw on the Bank of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, Ontario, (postal code), for the account of our customer, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, Ontario, (postal code), up to an aggregate amount of \_\_\_\_\_ and Canadian Dollars (Cdn. \$\_\_\_\_\_.00) to be honoured upon demand.

Pursuant to the request of our said customer, \_\_\_\_\_, We, the Bank of \_\_\_\_\_, hereby establish and give to you an Irrevocable Letter of Credit in your favour, in the above total amount, which may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you which demand we shall honour without enquiring whether you have the right as between yourself and our said customer to make such demand and without recognizing any claim of our said customer, or objection by them, to payment by us.

Demand shall be by way of a letter signed by an authorized signing officer of The Corporation of the Township of Essa. Partial drawings shall be permitted. Demand drawn under this Letter of Credit is to state on its face that it is drawn under this Letter of Credit stating its number and date. The original Letter of Credit must be presented with the demand to us at the Bank of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, Ontario, (postal code), at or before 4:00 p.m. (EST), for our endorsement of any payment thereon. For partial drawings, a copy of the Letter of Credit may be presented with the demand; for the final drawing, the original of the Letter of Credit may be presented with the demand.

The Letter of Credit, we understand, relates to a Pre-servicing / Subdivision / Development / Condominium / Site Plan / Other Agreement, including but not limited to municipal services and financial obligations, between our said customer, \_\_\_\_\_, and The Corporation of the Township of Essa, and Mortgagees, regarding Pre-Servicing / Subdivision / Development / Condominium / Site Plan / other Agreement of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (property description), Township of Essa, County of Simcoe, Province of Ontario.

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The amount of this Letter of Credit may be reduced from time to time, as advised by notice in writing, given to us by an authorized signing officer of The Corporation of the Township of Essa.

We hereby agree that drawings under this Letter of Credit will be duly honoured upon demand.

The Letter of Credit will continue in force for a period of one year, but shall be subject to the condition hereinafter set forth. It is a condition of the Letter of Credit that it shall be deemed to be automatically extended without amendment for one year from the present or any future expiration date hereof, unless at least thirty (30) days prior to the present or such future expiration date, we notify you in writing by registered mail or courier with proof of receipt by you that we elect not to consider this Letter of Credit renewed for any such additional period.

For and on Behalf of  
Bank of \_\_\_\_\_

Bank of \_\_\_\_\_

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Authorized Counter Signature)

Letter of Credit Number: \_\_\_\_\_

THIS DOCUMENT CONSISTS OF TWO (2) PAGES

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## TOWNSHIP OF ESSA STAFF REPORT

**STAFF REPORT NO.:** PR008-19

**DATE:** December 4, 2019

**TO:** Committee of the Whole

**FROM:** Jason Coleman, Manager of Parks and Recreation

**SUBJECT:** Thornton Minor Hockey Ice Turn Back

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### RECOMMENDATION

That Staff Report PR008-19 be received; and  
 That Council consider authorizing the turn back of ice time from Thornton Minor Hockey Association.

### BACKGROUND

The Thornton Minor Hockey Association Board has had turnover with its members. This has resulted in new members handling ice allocations for the organization who are not familiar with the process. Additionally, there are lower enrolment registrations this year which has left the organization with open time slots they are looking to turn back to the Township.

The requested weekly ice turn backs would start December 7, 2019 through to March 29, 2020. The time slots are Fridays 830pm-930pm, Saturdays 3pm-4pm and Sundays 9pm-10pm. Thornton Minor Hockey has stated that if they are left with these dates and times, it will cripple the organization and possibly force them to fold.

### COMMENTS AND CONSIDERATIONS

The Manager of Parks and Recreation is willing to work with Thornton Minor Hockey Association turning back the ice time. The Parks and Recreation Department will attempt to book additional Rentals, Public Skates and Shinny in order to recover costs.

### FINANCIAL IMPACT

There would be a contract loss (September to March) of approximately \$7,130.00 plus taxes from taking back Thornton's ice time, but the actual loss would only be \$1,705 plus taxes (December 2019). Some of the lost revenues may be recuperated.

## SUMMARY/OPTIONS

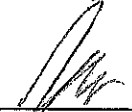
Council may:


1. Take no action.
2. Approve the turn back of ice time from Thornton Minor Hockey Association.
3. Direct Staff in another course of action.

## CONCLUSION

Staff recommends Option #2 be approved, in an effort to work with this community-based organization and the volunteers running the organization.

Respectfully submitted,

  
\_\_\_\_\_  
Jason Coleman  
Manager of Parks and Recreation

  
\_\_\_\_\_  
Colleen Healey-Dowdall  
Chief Administrative Officer.



## TOWNSHIP OF ESSA STAFF REPORT

**STAFF REPORT NO.:** PR009-19

**DATE:** December 4, 2019

**TO:** Committee of the Whole

**FROM:** Jason Coleman, Manager of Parks and Recreation

**SUBJECT:** Township of Essa Trails Map Brochure

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### RECOMMENDATION

That Staff Report PR009-19 be received; and  
 That Council consider authorizing the distribution and promotion of the Township of Essa Trails Map Brochure throughout Township Facilities at a cost of \$234.38 plus tax for 500 copies to come from the 2019 budget.

### BACKGROUND

Essa Township has a variety of trails within its boundaries and continues to work on promoting an active lifestyle, and by focusing on further developing trail connections.

### COMMENTS AND CONSIDERATIONS

The Building and Planning Coordinator Elizabeth Davis has taken the initiative and time to develop a detailed, creative and well laid out brochure map of all of the trails that are offered in Essa Township. This brochure map could be available at the Administration Centre, Angus Arena, Thornton Arena, Thornton Library, and Angus Library which would, educate and encourage residents to partake in the trail systems.

### FINANCIAL IMPACT

The brochure map was created in house with the exception of printing on double sided glossy paper at \$0.46 per copy. The first batch of distribution would create 500 copies at a total of \$234.38 plus taxes, of which the Parks and Recreation Department has funds currently allocated in the 2019 budget.

## SUMMARY/OPTIONS


Council may:


1. Take no action.
2. Approve the promotion and distribution of the Township of Essa Trails Map Brochure as described in this report.
3. Direct Staff in another course of action.

## CONCLUSION

Staff recommends Option #2 be approved.

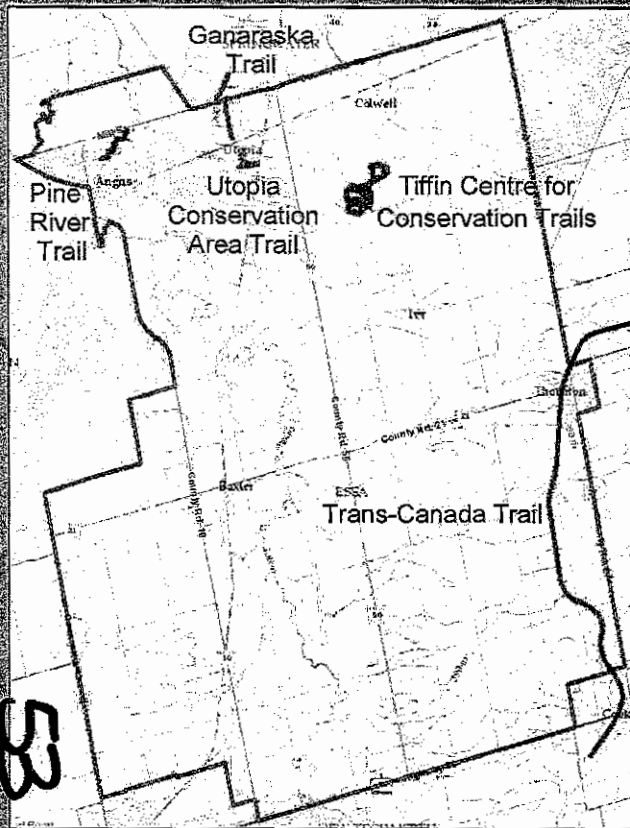
Respectfully submitted,

  
\_\_\_\_\_  
Jason Coleman  
Manager of Parks and Recreation

  
\_\_\_\_\_  
Colleen Healey-Dowdall  
Chief Administrative Officer

attachment – brochure map with glossy colour sample circulated separate.





### Contact Us:

Township of Essa  
5786 County Rd. 21  
Utopia, Ontario  
705-424-9917

### Visit us on the Web:

[www.essatownship.on.ca](http://www.essatownship.on.ca)

### Links and Resources

#### Ganaraska Hiking Trail Inc.

[www.ganaraska-hiking-trail.org](http://www.ganaraska-hiking-trail.org)

#### NVCA

[www.nvca.on.ca/tiffin-centre](http://www.nvca.on.ca/tiffin-centre)

[www.nvca.on.ca/recreation/conservationAreas/Utopia](http://www.nvca.on.ca/recreation/conservationAreas/Utopia)

#### Trans-Canada Trail

[www.thegreattrail.ca](http://www.thegreattrail.ca)

### Trails

Essa Township boasts a variety of trails within its boundaries, and continues to work towards providing residents with a healthy lifestyle by focusing on further developing trail connections.

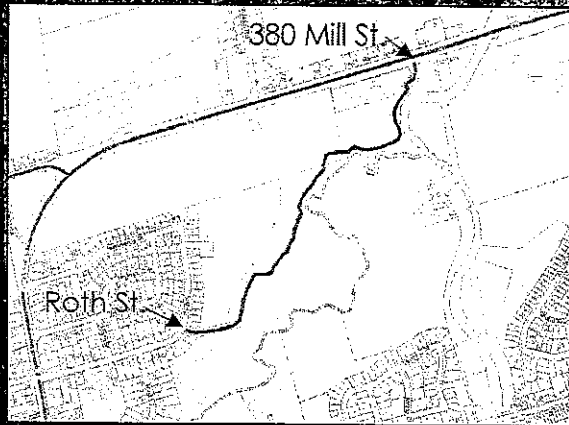
### Trail Etiquette

- Please stay on the designated trails
- Be courteous to all trail users
- Please keep pets on a leash & be sure to pick up after your pet
- Do not litter

**Disclaimer:** Please be advised that the intent of this map is for personal, non-commercial use. The information presented here is subject to change.

## Township of Essa Trails

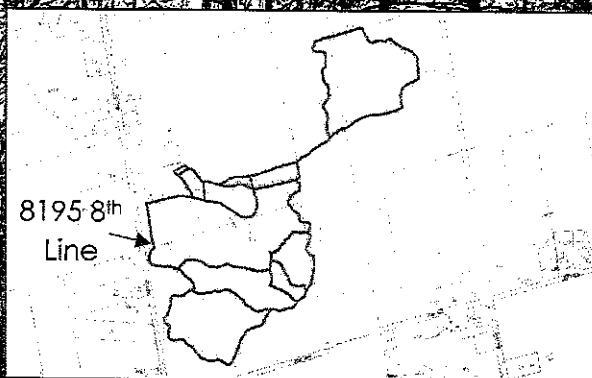




**Pine River Trail**

The Pine River Trail is a 1 km trail through the Nottawasaga Fishing Park and LeClair Park.

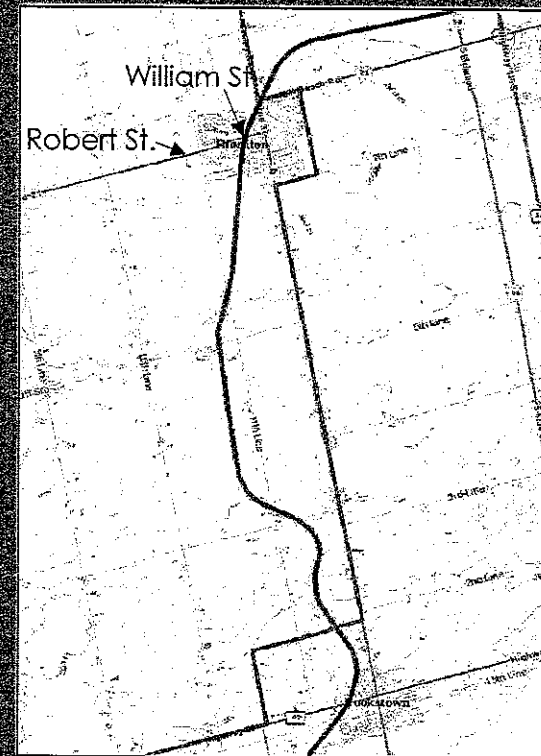
**Entrances:** 54 Roth Street, Angus and 380 Mill Street, Angus



**Tiffin Centre for Conservation**

A spectacular place for a walk (leashed canine visitors welcome) or to bring your gear and bike, cross-country ski or snowshoe on 17 km of looped trails that meanders through a mixture of wetlands, forests, open meadows and ancient lake beds.

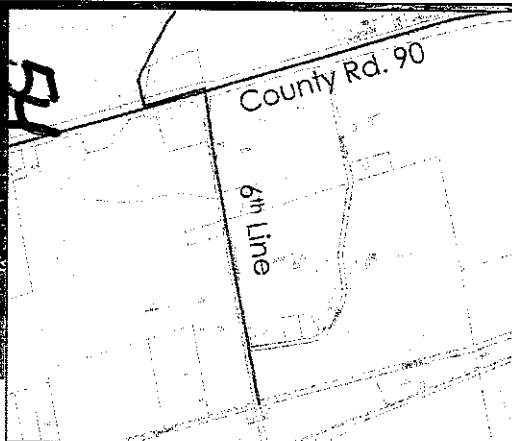
**Location:** 8195 8th Line, Essa, Utopia



**The Trans-Canada Trail**

The Thornton Cookstown Trans-Canada trail is a 15.6 km shared use trail (walking, cycling, cross country skiing, snowmobiling) between the villages of Thornton and Cookstown. This trail is a part of nearly 24,000 km of trail that goes through 13 provinces and territories.

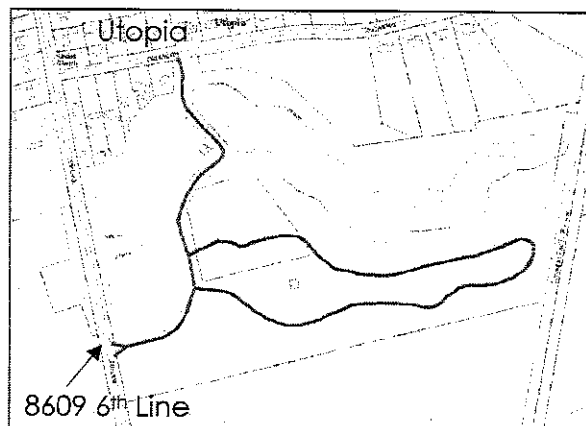
**Entrance:** Corner of Robert St. and William Street, Thornton



**Ganaraska Trail**

Essa is where the Barrie Section of the trail ends and the Mad River Section begins. The total length of the trail is 500 km. The Ganaraska Trail is for hiking, cross-country skiing and snowshoeing only.

**Entrance:** County Rd. 90 and 6th Line Utopia



**Utopia Conservation Area**

This 100-acre area is used as a passive green space which includes the 140 year old Gristmill.

**Location:** 8609 6th Line, Utopia



## TOWNSHIP OF ESSA STAFF REPORT

**STAFF REPORT NO.:** PR010-19

**DATE:** December 4, 2019

**TO:** Committee of the Whole

**FROM:** Jason Coleman, Manager of Parks and Recreation

**SUBJECT:** Addition of Salt/Sand to Angus Arena Parking Lot

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### RECOMMENDATION

That Staff Report PR010-19 be received; and  
 That Council consider authorizing the spreading and distribution of pickled sand in the Angus Arena parking lot at a cost \$180.00 plus tax per application and the spreading and distribution of pure salt (ice storms) at a cost of \$275.00 plus tax per application from the period of December 1, 2019 to April 15, 2020.

### BACKGROUND

The facility snow removal contracts that were awarded for the 2017-2020 seasons contained provisions for snow removal only, and did not include any provisions or requirement(s) to salt/sand the areas by the contractor(s). (Going forward, these tenders will contain clauses for the requirement to salt/sand the approved locations.) In previous seasons, staff has applied salt and sand to the entrances and exits at the various locations, with the public works department periodically assisting in parking lots. Staff has cautioned Council on safety matters and at its meeting of November 20, 2019, Council requested staff to investigate other options.

### COMMENTS AND CONSIDERATIONS

The Angus Arena parking lot is one of the main recreational/community gathering locations in the Township for residents and is considered a main hub of Essa's largest centre.

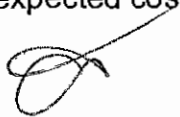
Quotes for adding service to existing contracts have been sought out.

The Manager of Parks and Recreation also contacted the contractor who currently salts and sands the shared parking lot with the School Board to obtain a price for spreading product on the whole property as opposed to half.

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### FINANCIAL IMPACT

The lowest quote received for the spreading and distribution of pickled sand is \$180 per application. The quote for spreading and distribution of pure salt (ice storms) is \$275 per application. The expected cost for 2019 is \$5050 plus tax. The expected cost for 2020 is \$20,030.



### SUMMARY/OPTIONS


Council may:

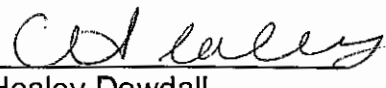
1. Take no action.
2. Award the contract to lowest quote Marcus Contracting, for Angus Arena Parking Lot to begin immediately with other parking lots of other Township facilities to be addressed in future years.
3. Direct Staff in another course of action.

### CONCLUSION

Staff recommends Option #2 be approved.

Respectfully submitted,

  
\_\_\_\_\_  
Jason Coleman  
Manager of Parks and Recreation

  
\_\_\_\_\_  
Colleen Healey-Dowdall  
Chief Administrative Officer

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# TOWNSHIP OF ESSA STAFF REPORT

**STAFF REPORT NO.:** PW040-19  
**DATE:** Dec.4, 2019  
**TO:** Committee of the Whole  
**FROM:** Bob Morrison, CRS-I, Manager of Public Works  
**SUBJECT:** Draft Site Alteration and Fill By-Law

## RECOMMENDATION

That Staff Report PW040-19 be received; and

That Council consider implementing the Draft Township Site Alteration and Fill By-Law, as attached.

## BACKGROUND

On June 5<sup>th</sup>, 2019, Council requested that Staff prepare a new Site Alteration and Fill By-Law that would provide the Township the ability to regulate fill and site alterations on all properties within the Municipality.

After advice from the Township Lawyer and reviewing Fill By-Laws from the Township of Innisfil, Township of Adjala-Tosorontio, Town of New Tecumseth and a model By-Law from Ontario Soil Regulation Task Force, we have drafted a new "Site Alteration and Fill By-Law" for Council's review and consideration (Attachment No. 1 contains the Proposed Draft By-law).

Additionally at its meeting of November 20, 2019, Council passed the following in respect of Staff Report CAO055-19 "Fill By-law" (Attachment No. 2 contains a copy of Staff Report CAO055-19), of which has been implemented into the Draft By-law:

**Staff Report CAO055-19 submitted by the Chief Administrative Officer, re: Fill By-law.**

**Resolution No: CW214-2019 Moved by: White Seconded by: Sander**

*Be it resolved that Staff Report CAO055-19 be received; and  
That Council prohibit the placing of fill on property in the Township; and  
That Council provide an exception to the prohibition for bona fide farmers provided they meet the definition of a bona fide farmer and are limited to a specified quantity of fill in accordance with the criteria as outlined in the body of this report.*

----Carried----

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**COMMENTS AND CONSIDERATIONS**

There are several revisions in this By-Law that introduce requirements for properties that are qualified to be granted an exception.

In keeping with the Township's agricultural background, Staff have proposed to limit these exceptions to bona fide farmers only.


Staff have also set a limit of 1,000 cubic meters annually.

**FINANCIAL IMPACT**

Over the last 4 years fill permits have generated the following revenue:

- 2016- \$6300
- 2017- \$117,120
- 2018- \$198,836.80
- 2019- \$40,707

Staff recommends increasing securities and fees to help offset cost incurred from maintenance and administration of these permits.

Staff recommends increasing dumping fees from \$0.80/m<sup>3</sup> to \$2.00/m<sup>3</sup>. 

**SUMMARY/OPTIONS**


Council may:

1. Take no further action.
2. Approve draft Site Alteration and Fill By-Law, as attached.
3. Make recommendation on draft Site Alteration and Fill By-Law for Staff to bring forward at another meeting.

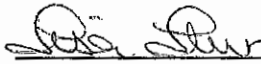
**CONCLUSION**

Staff recommends Option # 2 be approved.

Respectfully submitted,

  
 \_\_\_\_\_  
 Bob Morrison, CRS-I  
 Manager of Public Works

Reviewed by,

  
 \_\_\_\_\_  
 For: Colleen Healey-Dowdall  
 Chief Administrative Officer

Attachments:

1. Draft Site Alteration and Fill By-Law
2. Copy of Staff Report CAO055-16 "Fill By-law"

THE CORPORATION OF THE TOWNSHIP OF ESSA

BY-LAW NO. 2019 -

Being a By-law of the Corporation of the Township of Essa to prohibit or regulate the removal of soil or topsoil, the placing or dumping of fill, the alteration of the grade of lands, and/or the storage of soil, topsoil or any other fill material in the Township.

Whereas Section 11 of the *Municipal Act, 2001*, S.O. 2001, c.25, ("the *Municipal Act*") as amended, authorizes a Township to pass by-laws respecting the economic, social and environmental well-being of the Township and the health, safety and well-being of persons;

AND WHEREAS Section 128 of the *Municipal Act*, as amended, authorizes local municipalities to prohibit and regulate with respect to public nuisances, including matters that in the opinion of Council, are or could become or cause public nuisances;

AND WHEREAS Section 129 of the *Municipal Act*, as amended, authorizes local municipalities to prohibit and regulate with respect to noise, vibration, and dust;

AND WHEREAS Section 142 of the *Municipal Act*, as amended, authorizes a Township to pass by-laws to prohibit, regulate or require a Permit for, and impose conditions upon, the placing or dumping of fill, removal of soil or topsoil, the alteration of the grade of lands, and/or the storage of soil, topsoil or any other fill material;

AND WHEREAS Council for the Corporation of the Township of Essa deems it in the public interest to enact a By-law prohibiting or regulating the placing or dumping of fill, the removal of soil or topsoil, and the alteration of the grade of the lands and/or the storage of soil, topsoil, or any other fill material in order to ensure that:

- A. Existing drainage patterns are maintained, and erosion and sedimentation are prevented;
- B. Changes to drainage or grade are appropriate to protect natural heritage features, environmental features and archaeological resources;
- C. Interference and damage to watercourses or water bodies are prevented;
- D. Groundwater and surface water quality is maintained;
- E. There is no discharge of a contaminant into the natural environment that causes or may cause an adverse effect and that degradation of the pre-existing soil and ground water quality at any site and on adjacent properties is prevented;
- F. Haul Routes for the transportation of fill and soil or topsoil authorized for placement, dumping or removal will be designated to and/or from a site by the Manager of Public Works to minimize damage to the Township's roads and minimize interference and/or disturbance to the Township's residents and businesses;
- G. Disturbance to landform characteristics are kept to a minimum;
- H. The proponent of any site alteration project pays for its costs; and
- I. The importation of hazardous materials is prevented.

Now Therefore the Township enacts as follows:

**1. DEFINITIONS AND INTERPRETATION**

- 1.1. This By-law may be cited as the Site-Alteration By-law.
- 1.2. The Schedules appended to this By-law are incorporated into and form part of this By-law.
- 1.3. Council shall have the same powers as the Manager of Public Works pursuant to this By-law.

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1.4. In this By-law:

- 1.4.1. "Adverse Effect" means one or more of:
- 1.4.1.1. impairment of the quality of the natural environment for any use that can be made of it;
  - 1.4.1.2. Injury or damage to property or plant or animal life;
  - 1.4.1.3. an adverse effect on the health of any person;
  - 1.4.1.4. impairment of the safety of any person;
  - 1.4.1.5. rendering any property or plant or animal life unfit for human use;
  - 1.4.1.6. Interference with the normal conduct of business;
  - 1.4.1.7. reduction of adjoining owners' ability to use and enjoy their properties as the owners have in the past;
  - 1.4.1.8. negative impact on local residents in the vicinity of filling operations;
- 1.4.2. "Agreement" means any agreement entered into between the Township and a Bona Fide Farmer under Section 5.2 of this By-law;
- 1.4.3. "Agricultural Lands" includes all lands that are used by a farming business registered under the *Farm Registration and Farm Organizations Funding Act, 1993*, S.O. 1993, c.21 as amended, for growing of crops, including nursery and horticultural crops, raising livestock, raising of other animals for food, fur or fibre, including poultry and fish, aquaculture, apiaries, agro-forestry and maple syrup production;
- 1.4.4. "Agricultural Operation" means a farming operation registered under the *Farm Registration and Farm Organizations Funding Act, 1993*, S.O. 1993, c.21 as amended, for growing of crops, including nursery and horticultural crops, raising livestock, raising of other animals for food, fur or fibre, including poultry and fish, aquaculture, apiaries, agro-forestry and maple syrup production that is carried on in the expectation of profit, conducted on Agricultural Lands;
- 1.4.5. "Bona Fide Farmer" means the owner or operator of an Agricultural Operation as in Section 1 of the *Farming and Food Production Protection Act, 1998*, S.O. 1998, C. 1, as amended, which is located on Agricultural Lands and registered under the *Farm Registration and Farm Organizations Funding Act, 1993*, S.O. 1993, c.21 as amended, for growing of crops, including nursery and horticultural crops, raising livestock, raising of other animals for food, fur or fibre, including poultry and fish, aquaculture, apiaries, agro-forestry and maple syrup production, which is carried on with the expectation of profit;
- 1.4.6. "Bona Fide Farming Purpose" is a Bona Fide Farmer Placing or Dumping Fill, or removing Soil or Topsoil, or completing the Alteration of the Grade of Lands including the storage of Soil, Topsoil or any other material, for the sole purpose of advancing their Agricultural Operation;
- 1.4.7. "Clean Fill" means Fill composed of putrescible organic material only, which is material that contains organic matter capable of being decomposed by microorganisms and of such a character and proportion as to cause obnoxious odours and to be capable of attracting or providing food for birds or other animals;
- 1.4.8. "Contaminant" means any solid, liquid, gas, odour, heat, sound, vibration, radiation or combination of any of them resulting directly or indirectly from human activities that causes or may cause an adverse effect;
- 1.4.9. "Chief Building Official" shall mean, pursuant to the *Ontario Building Code Act*, S.O. 1992, c. 23 s. 3(2) the Chief Building Official of the Township of Essa;



- 1.4.10. "Conservation Authority" shall mean the Nottawasaga Valley Conservation Authority or its successor;
- 1.4.11. "Drainage" shall mean the movement of water to a place of disposal, whether by way of the natural characteristics of the ground surface or by an artificial method;
- 1.4.12. "Dump, Dumped or Dumping" shall mean the deposit of fill in a location other than where the fill was obtained and includes the movement or depositing of fill from one location on lands to another location on the same lands;
- 1.4.13. "Environmentally Sensitive Areas" means any area deemed to have ecological significance how-so-ever described in Official Plans or Zoning By-laws including, but not limited to, terms such as Environmental Protection Areas and Environmentally Significant Areas and shall also include:
  - 1.4.13.1. Provincially significant lands, including wetlands or life science areas of natural and scientific interest (ANSI) as identified by the Ontario Ministry of Natural Resources mapping, as amended from time to time;
  - 1.4.13.2. Environmentally sensitive areas on maps, as amended from time to time prepared by any conservation authority having jurisdiction over the lands within the Township;
  - 1.4.13.3. Lands within any permanent or Intermittent watercourse and/or related valley feature;
  - 1.4.13.4. Lands zoned as Environmental Protection (EP) Zone by the Township's Comprehensive Zoning Bylaw as amended from time to time;
- 1.4.14. "Erosion" shall mean the detachment and movement of soil, sediment or rock fragments by water, wind, ice gravity or ground movement;
- 1.4.15. "Excavate, excavation and excavating" shall mean activities on lands resulting in the removal of soil;
- 1.4.16. "Fill" includes Soil, subsoil, Topsoil, stone, sod, turf, clay, sand, gravel or other such similar material, either singly or in combination, capable of being removed from or deposited on lands;
- 1.4.17. "Grade" means the elevation of the ground surface and shall be more particularly defined as follows:
  - 1.4.17.1. "Existing Grade" means the elevation of the existing ground surface of the lands upon which the placing, dumping, cutting or removal of Fill or altering of the grade is proposed and of abutting ground surface up to 3 metres wide surrounding such lands, except where such activity has occurred in contravention of this By-law, then Existing Grade shall mean the ground surface of such lands as they existed prior to the said activity;
  - 1.4.17.2. "Proposed Grade" means the proposed finished elevation of ground surface after fill is dumped or placed, the grade altered or Topsoil removed; and
  - 1.4.17.3. "Finished Grade" means the approved elevation of ground surface of lands upon which fill has been placed, dumped, cut or removed or the grade altered in accordance with this By-law;
- 1.4.18. "Haul Routes" mean routes defined by the Manager of Public Works as permitted by the Township or any Agreement made under this By-law that describes which routes must be followed when transporting Fill to or from the Site;
- 1.4.19. "Hydrologically Sensitive Features" include permanent and intermittent streams, wetlands, kettle lakes, seepage areas and springs;

- 1.4.20. "Inspector" means any person designated by this or any other By-law of the Township as an Inspector for the purposes of this By-law, and an Inspection shall have a corresponding meaning, including but not limited to, the Chief Building Official, Manager of Public Works and Bylaw Enforcement Officers;
- 1.4.21. "Key Natural Heritage Features" include wetlands, significant portions of the habitat of endangered, threatened or special concern species, fish habitat, areas of natural and scientific interest, significant valleylands, woodlands and wildlife habitat;
- 1.4.22. "Insurance" includes Commercial General Liability Insurance and Pollution Liability Insurance or any other insurance as deemed necessary by the Manager of Public Works;
- 1.4.23. "Land or Lands" shall mean all land within the Township including a parcel of land described in a deed or other document legally capable of conveying land, or shown as a lot or lots or block in a registered plan of subdivision, including public road allowances and Township owned lands;
- 1.4.24. "Management of Excess Soil – A Guide for Best Management Practices, January 2014" (MOECC BMP) means the document released by the MOECC in January 2014 and which addresses management of excess soils, as amended;
- 1.4.25. "Manager of Public Works" means an employee of the Township authorized to administer and enforce the provisions of this By-law and shall include any person authorized by the Manager of Public Works or Municipal Council to carry out any of the powers and/or duties of the Manager of Public Works pursuant to this By-law;
- 1.4.26. "Municipal Law Enforcement Officer" shall mean the person appointed by Council to this position, including his/her designate;
- 1.4.27. "Order" means a mandatory requirement for action within a specified time period specifically issued by the Municipal By-law Enforcement Officer or other authorized personnel to address issues of non-compliance with the conditions of the Bylaw or Agreement required by the Township;
- 1.4.28. "Owner" includes the registered owner of the lands to which a Site Alteration is proposed and any person, firm or corporation in charge, management or control of such lands and shall include terms in this By-law such as applicant, operator or property owner;
- 1.4.29. "Permit" means a Site Alteration Permit issued pursuant to Section 7 of this By-law to a Bona Fide Farmer excepted under Section 5.2;
- 1.4.30. "Person" means an individual, property owner, multiple persons, partnership or a corporation;
- 1.4.31. "Place of disposal" shall mean a municipal-owned storm drainage sewer, roadside ditch, a natural watercourse, or an outlet for storm drainage approved by the Township;
- 1.4.32. "Placing, Place or Placed" shall mean the distribution of fill on lands to establish a grade different from the existing grade;
- 1.4.33. "Ponding" shall mean the accumulation of surface water in an area not having drainage or where the lack of drainage is caused by placing or dumping of fill;
- 1.4.34. "Qualified Person" means a person who has the qualifications set out in Subsection 5(2) of Records of Site Condition – Part XV.1 of the Act, O. Reg. 153/04, as amended, being:
- 1.4.34.1. The person holds a licence, limited licence or temporary licence under the Professional Engineers Act; or
- 1.4.34.2. The person holds a certificate of registration under the Professional Geoscientists Act, 2000 and is a practicing member,

temporary member or limited member of the Association of Professional Geoscientists of Ontario;

- 1.4.35. "Receiving Site" means the property to which Fill is transported and will include the term "Site";
- 1.4.36. "Removal" means the process of removing any Fill, Soil, Topsoil, or other material from the Owner's Lands;
- 1.4.37. "Restoration" shall mean the re-establishment of existing conditions prior to any site alteration and or the stabilization of the works;
- 1.4.38. "Retaining Wall" shall mean a wall designed to contain and support fill which has a grade higher than that of adjacent lands;
- 1.4.39. "Sediment Control" means a recognized engineering practice to control the movement of eroded soils from a disturbed area;
- 1.4.40. "Significant Vegetation" means any natural vegetation whether or not they are woody species that are identified or known to be locally, regionally, provincially or nationally significant and/or rare;
- 1.4.41. "Site" means land upon which a Site Alteration is proposed and will include the term "Receiving Site";
- 1.4.42. "Site Alteration" means any alteration to the grade (topography) of land through the movement, removal or placement of Soil, Topsoil or Fill, the alteration of the Grade of the land and/or the storage of Soil, Topsoil or any other Fill material which affects the land form or the natural vegetative characteristics of the lands;
- 1.4.43. "Soil" means unconsolidated naturally occurring mineral particles and other naturally occurring material resulting from the natural breakdown of rock or organic matter by physical, chemical or biological processes that are smaller than 2 millimetres in size or that pass the US #10 sieve commonly known as earth, topsoil, loam, subsoil, clay, sand and gravel;
- 1.4.44. "Stabilization" shall mean ensuring that the finished grade surface is protected by sod, turf, seeding for grass, greenery, or other means either singly or in combination to the Township's requirements;
- 1.4.45. "Swale" shall mean a shallow depression in the ground sloping to a place of disposal of surface water for the purpose of providing a method of drainage;
- 1.4.46. "Topsoil" means those horizons in a Soil profile, commonly known as the "A" and "O" horizons, containing organic material and includes deposits of partially decomposed organic matter such as peat;
- 1.4.47. "Township" means the Corporation of the Township of Essa;
- 1.4.48. "Township Engineer" means any Engineer retained by the Township; and
- 1.4.49. "Township Solicitor" means any lawyer retained by the Township.

**2. APPLICATION OF BY-LAW**

- 2.1. This By-law applies to all lands within the geographic area of the Township of Essa.

**3. PROHIBITION**

- 3.1. Except as provided in Sections 4 and 5 below, no Site Alteration shall be permitted on any lands within the Township including the Placing or Dumping of Fill, Removal of Soil or Topsoil, the Alteration of the Grade of Lands and the storage of Soil, Topsoil or any other material.

**4. EXEMPTIONS**

- 4.1. This By-law does not apply to:
  - 4.1.1. activities or matters undertaken by a Township or a local board of a Township;

- 4.1.2. the Placing or Dumping of Fill, Removal of Topsoil or Alteration of the Grade of land imposed as a condition to the approval of a Site Plan, a Plan of Subdivision or a Consent under Sections 41, 51 or 53, respectively, of the *Planning Act*, R.S.O. 1990, c. P.13 ("the Planning Act") or as a requirement of a Site Plan Agreement or Subdivision Agreement entered into under those sections after December 31, 2002;
- 4.1.3. the Placing or Dumping of Fill, Removal of Topsoil or Alteration of the Grade of land imposed as a condition to a Development Permit authorized by regulation made under Section 70.2 of the *Planning Act* or as a requirement of an Agreement entered into under that regulation after December 31, 2002;
- 4.1.4. the Placing or Dumping of Fill, Removal of Topsoil or Alteration of the Grade of land undertaken by a Transmitter or Distributor, as those terms are defined in Section 2 of the *Electricity Act, 1998*, S.O. 1998, c. 15 for the purpose of constructing and maintaining a Transmission System or a Distribution System, as those terms are defined in that section;
- 4.1.5. the Placing or Dumping of Fill, Removal of Topsoil or Alteration of the Grade of land undertaken on land described in a license for a pit or quarry or a permit for a wayside pit or wayside quarry issued under the *Aggregate Resources Act*, R.S.O. 1990, c. A.8, as amended ("the Aggregate Resources Act");
- 4.1.6. the Placing or Dumping of Fill, Removal of Topsoil or Alteration of the Grade of land undertaken on land in order to lawfully establish and operate or enlarge any pit or quarry on land
- 4.1.6.1. that has not been designated under the Aggregate Resources Act or a predecessor of that Act; and
- 4.1.6.2. on which a pit or quarry is a permitted land use under a by-law passed under section 34 of the *Planning Act*;
- 4.1.7. the Placing or Dumping of Fill, Removal of Topsoil or Alteration of the Grade of land undertaken as an incidental part of drain construction under the *Drainage Act 2001*, c. 25, s. 142 (5), or the *Tile Drainage Act, 2002*, c. 17, Sched. A, s. 30 (2, 3);
- 4.1.8. The construction, extension, alteration, maintenance or operation of works under Section 28 of the *Public Transportation and Highway Improvement Act*, R.S.O. 1990 c. P.50 as amended; and
- 4.1.9. the use, operation, establishment, alteration, enlargement or extension of a waste disposal site within the meaning of Part V of the *Environmental Protection Act*, R.S.O. 1990. C E.19 as amended.

## 5. EXCEPTIONS

The Prohibition in Section 3 does not apply to the following:

- 5.1. the Removal of Topsoil from agricultural lands incidental to a normal farm practice including such Removal as an incidental part of sod-farming, greenhouse operations and nurseries for horticultural products. This exception does not include the Removal of Topsoil for sale, exchange or other disposition;
- 5.2. a Bona Fide Farmer for a Bona Fide Farming Purpose carrying out an Agricultural Operation on Agricultural Lands Placing or Dumping of Fill, Removing of Soil or Topsoil, Altering the Grade of Lands or storing Soil, Topsoil or any other material greater than 100 cubic metres but no more than 1000 cubic metres, for a Bona Fide Farming Purpose, provided that:
- 5.2.1. The Bona Fide Farmer applies for and is granted a Permit in accordance with Section 7 of this By-law;
- 5.2.2. The Bona Fide Farmer submits an application for a permit which is accompanied by a professional survey depicting the area to be filled, and an

engineer's submission containing an estimate of the quality and quantity of fill to be received and any and all other criteria as contained in this Bylaw;

- 5.2.3. The Bona Fide Farmer agrees that 1000 cubic metres is the annual limit on the Lands, for any one Agreement, Operation, Farm or corporate entity;
  - 5.2.4. The Bona Fide Farmer agrees to produce, at the Bona Fide Farmer's sole expense, a report or study by a Certified Agrologist stating the proposed effect of the Placing, Dumping, removal, or Alteration, stating that the Placing, Dumping, removal, or Alteration is being completed for a Bona Fide Farming Purpose, stating that the Land which is being altered is currently and/or will be capable of supporting an Agricultural Operation, and stating that the activity will improve the production of the Agricultural Operation;
  - 5.2.5. The Bona Fide Farmer agrees to produce, at the Bona Fide Farmer's sole expense, any other report or study the Township deems necessary to satisfy the Township that the Placing, Dumping, Removal, Alteration or storage is being completed for a Bona Fide Farming Purpose, in the Township's sole and absolute discretion.
- 5.3. the construction of a building pursuant to the issuance of a valid building permit, order, directive, or other requirement by an Inspector made pursuant to the *Ontario Building Code Act*, R.S.O. 1992, c.28, provided that it is associated with erection of a building, structure or on-site sewage system, and the site plan accompanying the building application provides sufficient information to determine that the placement of fill conforms with the provisions of the By-law, the quantity of Fill if any, is deemed necessary and reasonable by the Manager of Public Works, the quantity of Fill is required for the structural integrity of the approved development, and the quantity of Fill does not exceed 500 cubic metres for the Land in any one year;
- 5.4. the Placing or Dumping of Fill, Removal of Topsoil or Alteration of the Grade of land for the purpose of residential pool construction, lawn dressing, landscaping, driveway re-surfacing or adding to flower beds or vegetable gardens, or other household or agricultural purposes provided that:
- 5.4.1. the ground elevation of the lands is not increased by more than twenty (20) centimeters;
  - 5.4.2. there is no significant change in the direction or rate of drainage to neighbouring properties;
  - 5.4.3. such placing of Fill shall not exceed one hundred (100) cubic metres in total;
  - 5.4.4. all Fill Placed or Dumped includes only Soil, stone, sod or other material acceptable to the Manager of Public Works and that such material is clean and free of any glass, plastics, metals, termites, invasive species and/or their eggs or seeds, concrete, asphalt, garbage or any contaminants that would degrade the pre-existing conditions of the land; and
  - 5.4.5. The Township reserves the right to request the Owner to obtain and produce a soil and drainage plan for any Fill that is Dumped, Placed or Removed within any area near a property line, in the sole and absolute discretion of the Manager of Public Works.

**6. MINIMUM STANDARDS**

- 6.1. The following minimum standard will apply to all Site Alterations excepted under Section 5:
  - 6.1.1. No Person shall perform a Site Alteration on any lands unless it is done at the request of or with the written consent of the Owner of the Land, and the written consent of any easement holder where the Site Alteration is to occur.
  - 6.1.2. All Fill Placed or Dumped must be Clean Fill and shall include only Soil, sod or other material acceptable to the Manager of Public Works and such material must be clean and free of any glass, plastics, metals, termites, invasive species

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- and/or their eggs or seeds, concrete, bricks, asphalt, garbage or any contaminants that would degrade the pre-existing conditions of the land; and
- 6.1.3. The Township reserves the right to request the Owner to obtain and produce a soil and drainage plan for any Fill that is Dumped, Placed or Removed within any area near a property line, in the sole and absolute discretion of the Manager of Public Works.
- 6.1.4. The following are prohibited areas for any permitted Site Alteration under this Bylaw:
- 6.1.4.1. Environmentally Sensitive Areas;
  - 6.1.4.2. Key Natural Heritage Feature Areas;
  - 6.1.4.3. Hydrogeologically Sensitive Areas;
  - 6.1.4.4. Minimum Vegetative Protective Zones associated with subsections 6.1.4.2 and 6.1.4.3 above;
  - 6.1.4.5. Lands designated as Class 1, 2 or 3 farmland, or lands containing specialty crops;
  - 6.1.4.6. Lands previously licensed or permitted and used as a pit or quarry under the *Aggregate Resources Act*, R.S.O. 1990, c. A8, as amended, (or any predecessor legislation thereof), or otherwise, whether such lands have been rehabilitated or not;
  - 6.1.4.7. Wellhead Protection Areas, Significant Ground Water Recharge Areas or High Aquifer Vulnerability Areas as designated in Source Water Protection Plans or the Official Plan for the Township; and
  - 6.1.4.8. Lands designated as Class 1, 2 or 3 farmland, or lands containing specialty crops.
- 6.1.5. Every person who places or dumps fill, or causes fill to be placed or dumped, or alters the grade of land shall:
- 6.1.6. Construct a retaining wall (including any safety net) in conformity with the Township's Zoning By-law and to the satisfaction of the Manager of Public Works if the existing or finished grade at a property line involves a slope greater than 3:1, which retaining wall does not encroach upon abutting lands, either above or below existing or finished grade and which is not so high as to have a significant negative impact on abutting lands, where erosion of Fill onto abutting Lands may occur;
- 6.1.6.1. Ensure that fill is placed or dumped in such manner and any retaining wall supporting such fill is erected in such a manner that no ponding is caused on the subject lands or abutting and other lands and that adequate provision is made for property surface storm water drainage;
  - 6.1.6.2. Where the land is zoned for agricultural use under the Township's Zoning By-law, the owner shall provide one or more agricultural justification reports prepared by a professional planner or engineer and satisfactory to the Manager of Public Works to address any potential effects on the existing agricultural operations and the long term viability of the lands for agricultural use; and
  - 6.1.6.3. Provide characterization and analytical records of the quality of the soil being brought to the site prior to receiving any material, as confirmed by a Qualified Person, that the soil is appropriate based on the site location/sensitivity, anticipate land uses, groundwater use/sensitivity, pre-existing site concentrations or other factors to ensure that there is no likelihood of adverse effect based on the importation of soil to the site.

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- 6.1.6.4. Provide for the protection of the finished grade through stabilization as required by the Township;
- 6.1.6.5. Ensure that the Fill is not placed around the perimeter of any existing building to an elevation higher than the elevation specified by the Ontario Building Code Act or regulations thereunder, as amended, below the top of foundation of such building, unless such building and its foundation walls are altered in a manner satisfactory to the Manager of Public Works;
- 6.1.6.6. Ensure that no trench in which drainage piping is laid is covered and backfilled until the work has been inspected and approved by the Manager of Public Works;
- 6.1.6.7. Provide siltation and erosion control measures, in accordance with the Township's standards, and to obtain the approval of the Nottawasaga Valley Conservation Authority for siltation and erosion control measures when required;
- 6.1.6.8. Ensure that the finished grade surface is protected by sod, turf, seeding of grass, greenery, asphalt, concrete or such other material as the Manager of Public Works may approve either singly or in combination;
- 6.1.7. No Person shall perform a Site Alteration or permit the performance of a Site Alteration:
  - 6.1.7.1. In contravention of the Township's Noise By-law or otherwise required by the Township;
  - 6.1.7.2. Anytime on Saturday or Sunday or on a Statutory Holiday and between the hours of 5:30PM and 7:30AM on weekdays;
  - 6.1.7.3. During any period in which a wind warning for the area has been issued by Environment Canada;
  - 6.1.7.4. During any period in which a smog advisory for the area has been issued by the Ontario Ministry of the Environment, Conservation and Parks;
  - 6.1.7.5. During any weather conditions where the ability to mitigate Site Alteration activity impacts is severely compromised (e.g. rain, snow, thick fog, etc.); and
  - 6.1.7.6. During any situation where site alteration activities would likely adversely impact adjacent landowners (e.g. brush fires, floods, unsuitable road conditions, etc.).
- 6.1.8. No Person shall perform a Site Alteration on any lands except in accordance with the Township's Official Plan Policies, Zoning By-law as amended and any applicable Provincial Plans, and shall be in accordance with the Provincial Policy Statement 2014, as amended.
- 6.1.9. No person shall undertake a Site Alteration which may result in:
  - 6.1.9.1. Adverse erosion and environmental impacts on and off-site;
  - 6.1.9.2. Blockage of a swale, ditch or watercourse;
  - 6.1.9.3. Siltation in a watercourse, wetland or storm sewer;
  - 6.1.9.4. Transportation of silt to adjacent, neighbouring or downstream properties;
  - 6.1.9.5. Pollution of a watercourse;
  - 6.1.9.6. Flooding or ponding on the Lands or adjacent lands;
  - 6.1.9.7. Flooding or ponding caused by a watercourse overflowing its banks;

- 6.1.9.8. Hindering the orderly development of any lands;
  - 6.1.9.9. Detrimental effect on the quality and quantity of water in a well;
  - 6.1.9.10. Detrimental effect on any trees of a caliper of 75mm or more located on the lands;
  - 6.1.9.11. Detrimental effect on matters of inherent biological sensitivity such as, but not limited to aquifer recharge, soil permeability, water quality, and wildlife habitat;
  - 6.1.9.12. Injury or destruction of other trees, which in the opinion of the Manager of Public Works could reasonably be avoided;
  - 6.1.9.13. A detrimental effect to the growth and or harvest of fruit, vegetables or crops, landscaping and gardens;
  - 6.1.9.14. A detrimental effect to the visual amenities of the land such that it constitutes an unreasonable interference with enjoyment of property;
  - 6.1.9.15. Contamination of or the degradation of the environmental quality of land; or
  - 6.1.9.16. A nuisance to the Township or to the Owners of other Lands, to be determined in the sole and absolute discretion of the Township.
- 6.1.10. No person shall undertake Site-Alteration activities that alter the natural drainage or any natural or human-made water course or water body in such a manner that will interfere with reasonable enjoyment of property or adversely affect the environment.
- 6.1.11. If archaeological resources are discovered or identified during the Site Alteration, the Owner shall immediately cease all activity on the Site and contact the Manager of Public Works and take such actions as defined by the Manager of Public Works or other responsible agency to address, safeguard, and protect the resources.
- 6.1.12. Erosion and sedimentation control measures shall be provided around any area that may be disturbed in a manner satisfactory to the Manager of Public Works prior to the commencement of the Site Alteration, and shall be maintained in good working order until the Site has been stabilized and Fill operations completed.
- 6.1.13. All Fill shall be properly compacted using acceptable engineering practices, as appropriate, unless it is being stockpiled on the Site for future use in accordance with all applicable by-laws and zoning for the Township, and grading plans and timelines as approved by the Manager of Public Works.
- 6.2. The following additional minimum standards will apply to Site Alterations greater than 100 cubic metres, excepted under Section 5 in the sole and absolute discretion of the Township:
- 6.2.1. Keep, maintain, and make available for inspection the following records in a good and businesslike manner:
    - 6.2.1.1. The full and complete legal name and business name, if different from the legal name of each hauler,
    - 6.2.1.2. The commercial vehicle registration number of each hauler,
    - 6.2.1.3. The motor vehicle permit number of the motor vehicles owned and operated by each hauler,
    - 6.2.1.4. The date and time of each delivery/removal of fill,
    - 6.2.1.5. The point of origin of each delivery of fill,
    - 6.2.1.6. The volume of each delivery,
    - 6.2.1.7. The content of material of each delivery of fill,



- 6.2.1.8. Any other information required by the Manager of Public Works,
- 6.2.1.9. Restrict truck daily volumes and/or the location of truck and/or haul routes or staging and storage areas;
- 6.2.1.10. Provide the Manager of Public Works upon completion of the works or at any other time required by the Manager of Public Works at its sole and absolute discretion a topographic survey verifying the interim or final grades of the site alteration;
- 6.2.1.11. Provide documentation of notification of the project to all adjacent property owners and those along the haul routes which identifies:
- 6.2.2. The Owner must ensure the following:
  - 6.2.2.1. The proposed hauling schedule to include duration, days of the week and hours of proposed fill operation,
  - 6.2.2.2. Haul routes and commercial fill entrance location using a map,
  - 6.2.2.3. Type and location of temporary signage to identify haul routes and truck turning areas,
  - 6.2.2.4. Measure to be employed to prevent tracking mud and other debris onto the road,
  - 6.2.2.5. Measures to be employed to ensure minimal disruption of normal traffic due to the fill operation,
  - 6.2.2.6. Quality of tested fill to be hauled to site in relation to Ministry of Environment standards and additional measures for sampling fill being hauled to site including frequency and method of testing,
  - 6.2.2.7. Operator's business and legal name, contact information, and includes the name and contact information of the person who will be on-site for the full duration of the fill operation, charged with the responsibility to ensure continuation of the above measures;
  - 6.2.2.8. Provide at least five (5) business days' notice of the commencement of Site Alteration;
- 6.2.3. Once Site Alteration commences, and until the rehabilitation of the site is complete, the Owner shall provide bi-weekly reports, prepared by a Qualified Person, to the Manager of Public Works to confirm that works are implemented in accordance with this By-law and that it is achieving adequate performance. The Manager of Public Works has the power to enter upon and examine the site at any reasonable time or times. The Manager of Public Works may be accompanied or may assign a person to complete their inspection duties as he or she deems necessary in order to properly carry out his or her duties under this Bylaw; and
- 6.2.4. Provide proof of Commercial General Liability Insurance to the satisfaction of the Manager of Public Works, if requested to do so.

**7. BONA FIDE FARMER PERMIT REQUIREMENTS**

- 7.1. No Bona Fide Farmer shall Place or Dump any Fill, Remove any Soil or Topsoil, alter the Grade of Lands or store any Soil, Topsoil or other material excepted under Section 5.2 without the Bona Fide Farmer first receiving a Permit issued under this By-law by the Manager of Public Works.
- 7.2. The issuance of a Permit under this By-law, does not relieve the Bona Fide Farmer from any responsibility to obtain all other approvals that may be required from any level of government or authority having jurisdiction or any agencies thereof.
- 7.3. In addition to any other provision of this by-law, the Manager of Public Works may require a Bona Fide Farmer applying for a Permit being excepted under Section 5.2 of

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this By-law to enter into an Agreement with the Township in a form approved by the Township Solicitor, which may be registered on Title to the Lands.

- 7.4. An Application to the Manager of Public Works for the issuance of a Permit shall be made in a form and a manner approved by the Manager of Public Works and shall contain any information that is required by the Manager of Public Works.
- 7.5. The Manager of Public Works may require the applicant to:
  - 7.5.1. Complete any of the requirements detailed in Schedule A of this Bylaw entitled "Application Package", which may be amended from time to time;
  - 7.5.2. Retain a Qualified Person to prepare a Site Plan which meets the requirements of Schedule A of this Bylaw;
  - 7.5.3. Submit the prescribed fees payable to the Township including the application fee, road maintenance security and any other required securities;
  - 7.5.4. Submit an irrevocable consent signed by the Owner authorizing the Manager of Public Works and staff and the Conservation Authority to enter the Site to determine compliance with the Bylaw or to perform any work necessary to bring the Site into compliance;
  - 7.5.5. Submit an undertaking signed by the Owner that the proposed Site Alteration will be conducted in accordance with the Bylaw;
  - 7.5.6. Retain an appropriate qualified consultant or Qualified Person, as specified by the Manager of Public Works, to undertake any tests or studies that the Manager of Public Works deems necessary to complete any background studies as detailed in Schedule A;
  - 7.5.7. Consult with other persons or bodies about the application and report to the Manager of Public Works on the results of the consultation;
  - 7.5.8. Provide confirmation that the other persons or bodies consulted did not raise any objections to the application or that these objections have been resolved to the satisfaction of the person or bodies consulted;
  - 7.5.9. Retain a qualified consultant or Qualified Person to prepare a report or reports, to the reasonable satisfaction of the Manager of Public Works, that demonstrate how the proposed operations reconcile to the Ministry of the Environment Conservation and Parks document entitled, "Management of Excess Soil – A Guide for Best Management Practices"; and
  - 7.5.10. Retain a qualified consultant or Qualified Person to prepare, implement and supervise a Fill Management Plan, and shall contain such requirements as found therein at the discretion of the Manager of Public Works and shall be in conformity with the Ministry of Environment, Conservation and Parks' Management of Excess Soil – A Guide for Best Management Practices.
- 7.6. The Owner is required to notify the Manager of Public Works of the commencement, the completion and of the various stages of performance of the Site Alteration and to make the commencement, the completion and the various stages available for inspection by the Township or its agents.
- 7.7. No Owner shall make a material change or cause a material change to be made to a plan, specification, document or other information which provide the basis for which approval was granted without first notifying, filing written details and obtaining the authorization of the Manager of Public Works.
- 7.8. Notwithstanding any other provisions of this By-law, the Manager of Public Works may at his or her sole discretion, add to, alter, or waive certain requirements after taking into consideration the proposed works and the anticipated impacts to the Site, adjacent properties and the surrounding environment.
- 7.9. A condition of every Permit is that:

- 7.9.1. There are no contraventions of regulations, standards or guidelines established pursuant to the *Environmental Protection Act*, and regulation thereunder, as amended; and
- 7.10. A Permit may be issued where the Manager of Public Works is satisfied that:
  - 7.10.1. All applicable agencies and authorities have been notified and have provided comments, to the satisfaction of the Manager of Public Works;
  - 7.10.2. All applicable fees and expenses for services have been satisfied by the Owner;
- 7.11. A Permit may be issued if, in addition to all other requirements, the following items have been addressed to the satisfaction of the Manager of Public Works:
  - 7.11.1. the effect of the Site Alteration on the environment;
  - 7.11.2. the effect of the Site Alteration on nearby communities;
  - 7.11.3. any comments provided by adjacent municipalities and agencies in which the Site is located;
  - 7.11.4. concerns of the public and the proponent's responses to those concerns;
  - 7.11.5. any possible effects on ground and surface water resources;
  - 7.11.6. any possible effects of the Site Alteration on existing agricultural resources;
  - 7.11.7. any planning and land use considerations;
  - 7.11.8. the main haulage routes and proposed truck traffic to and from the site;
  - 7.11.9. the quality and quantity of Fill being proposed;
  - 7.11.10. the applicant's history of compliance with regards to Fill importation; and
- 7.12. The Township does not warrant in any way that approval of any project is guaranteed, or that there is necessarily any entitlement whatsoever to obtain a permit under this by-law.

## 8. PERMIT EXPIRATION/TERMINATION

- 8.1. No Permit will be:
  - 8.1.1. issued for a term of more than 365 days and in all cases a Permit will expire on the earlier of the expiry date or 365 days from the date of issuance;
  - 8.1.2. extended, or renewed; or
  - 8.1.3. transferred to another site or Owner,
- 8.2. The Manager of Public Works may revoke the Permit for the following reasons:
  - 8.2.1. It was obtained on mistaken, false, misleading or incorrect information;
  - 8.2.2. It was issued in error;
  - 8.2.3. The Owner or Permit holder request in writing that it be revoked;
  - 8.2.4. The terms of a Site Alteration Agreement and/or Permit under this By-law have not been complied with fully, to be decided by the Township in its sole and absolute discretion;
  - 8.2.5. The Owner has failed to comply with all of the provisions of this By-law; or
  - 8.2.6. The Land has been transferred and the new Owner has not complied with all of the requirements under this By-law.
- 8.3. Where a Permit has expired, been revoked, or cancelled for any reason pursuant to this By-law, the Permit holder shall forthwith cease all work under the revoked Permit and rehabilitate, stabilize and restore the Site to conditions acceptable to the Manager of Public Works; and
- 8.4. The issuance of a Permit under this Bylaw does not excuse the Owner from complying with other applicable federal, provincial, and municipal laws, and it does not warrant or

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guarantee that the Owner will obtain any other permit or authorization from the Township or other government entity

#### 9. INSPECTION

- 9.1. Section 436 of the *Municipal Act*, as amended, authorizes the Township to enter on land, at reasonable time for inspection.
- 9.2. This By-law shall be administered and enforced by the Manager of Public Works and his/her designate(s) and by those persons designated as Inspectors by the Manager of Public Works and/or as may be appointed by Council and the local Police Service.
- 9.3. No person shall hinder or obstruct or attempt to hinder or obstruct an Inspector conducting an inspection or a person performing corrective works under this By-law.
- 9.4. An Inspector may enter upon the land where at any reasonable time for the purpose of carrying out an inspection to determine whether or not the following are being complied with:
  - 9.4.1. this By-law;
  - 9.4.2. a direction or order made under the *Municipal Act* or this By-law.
- 9.5. For the purposes of an inspection under Section 9.4, the Inspector may:
  - 9.5.1. require the production for inspection of documents or things relevant to the inspection;
  - 9.5.2. inspect and remove documents or things relevant to the inspection for the purpose of making copies or extracts;
  - 9.5.3. require information from any Person concerning a matter related to the inspection; and
  - 9.5.4. alone or in conjunction with a Person possessing special or expert knowledge, make examinations or take tests, samples or photographs necessary for the purposes of the inspection.
- 9.6. A receipt shall be provided for any document or thing removed under 8.5 and the document or thing shall be promptly returned after the copies or extracts are made.
- 9.7. A sample taken under Section 9.5.4 shall be divided into two parts, and one part shall be delivered to the Person from whom the sample is taken, if the Person so requests at the time the sample is taken and provides the necessary facilities.
- 9.8. If a sample is taken under Section 9.5.4 and the sample has not been divided into two parts, a copy of any report on the sample shall be given to the Person from whom the sample was taken.

#### 10. ORDERS AND NOTICES

- 10.1. If after inspection, an Inspector is satisfied that a contravention of this By-law has occurred, the Inspector shall notify the Owner and of the particulars with a "Stop Work Order" and an "Order to Comply", pursuant to Section 444(1) or 445(1) of the *Municipal Act*, and provide all occupants with copies of the "Stop Work Order" and "Order to Comply" and such orders shall contain:
  - 10.1.1. the Municipal address and legal description of the land;
  - 10.1.2. reasonable particulars of the contravention(s); and
  - 10.1.3. the period within which there must be compliance.
- 10.2. The Orders issued pursuant to Section 10.1 of this By-law may require any Person who has altered the grade of land, caused or permitted the grade to be altered contrary to the provisions of this By-law, placed, dumped, cut or removed Fill, caused or permitted Fill to be Placed, Dumped or Removed, stored Soil, Topsoil or any other Fill material, or caused or permitted any other form of Site Alteration contrary to the provisions of this By-law to, at their expense:
  - 10.2.1. To cease all work in respect of the site alteration;

- 10.2.2. Remove the Fill or other material;
- 10.2.3. Fill in any excavations or ponds; and/or
- 10.2.4. Complete all the work necessary to:
  - 10.2.4.1. eliminate any hazard or potential hazard resulting from the alteration of the grade or the Placing, Dumping, or Removal of Fill or other material and to restore the land to a condition of safety and/or its original environmental condition and/or stabilize all disturbed areas, to the satisfaction of the Manager of Public Works;
  - 10.2.4.2. restore the land to its former condition prior to the alteration of the grade of the land or to the Placing, Dumping, cutting or Removal of the Fill or other material on the land or other site alteration to the satisfaction of the Manager of Public Works;
  - 10.2.4.3. undertake such further investigations on testing as required by the Manager of Public Works to identify the extent of any breach of this By-law and do work to correct the contravention, as deemed appropriate by the Manager of Public Works.
- 10.3. The Order and/or Notice referred to in Sections 10.1 and 10.2 of this By-law shall also contain:
  - 10.3.1. The time frame in which the work contained in the Order must be carried out; and
  - 10.3.2. A notice stating that if the work is not done in compliance with the Order within the period it specifies, the Township may issue a "Notice of Violation" and may complete any work at the Owner's expense.
- 10.4. An Order and/or Notice issued pursuant to Sections 10.1, 10.2 or 10.3 of this By-law shall be served personally or by prepaid registered mail or in accordance with Section 10.5 of this By-law.
- 10.5. An Order and/or Notice issued pursuant to Sections 10.1, 10.2 or 10.3 of this By-law, sent by prepaid registered mail, shall be sent to the last known address of the Owner of the land.
- 10.6. An Inspector who is unable to effect service pursuant to Section 10.5 of this By-law shall place a placard containing the terms of said Order and/or Notice in a conspicuous place on the property and the placing of the placard shall be deemed to be sufficient service of the Order and/or Notice on the Owner.
- 10.7. If the Owner fails to do the work required by an "Order to Comply" and "Notice of Violation" issued pursuant to Sections 10.1 to 10.3 inclusive of this By-law within the period specified, the Township, in addition to all other remedies it may have, may do the work and for this purpose may enter on the land with its employees and agents. The costs incurred by the Township in so doing shall be paid by the Owner of the land and may be recovered by the Township in like manner as taxes or drawing on the financial assurance provided.
- 10.8. Where archaeological resources have been discovered or identified at a site, the Manager of Public Works may make an order directing the Owner if he or she reasonably believes that the requirements specified in the Order are necessary and advisable so as to protect the archaeological resources.
- 10.9. If the work required by an order in Section 10 is not completed within the specified period, the Township, in addition to all other remedies it may have, may do the work at the Owner's expense and may enter upon land, at any reasonable time, for that purpose pursuant to s. 446 of the *Municipal Act*.
- 10.10. The Township will not be required to undo any remedial work and the Township will not be required to provide compensation as a result of doing the remedial work undertaken pursuant to this By-law.

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## 11. OFFENCES AND PENALTIES

- 11.1. Any Person, including a corporation, who contravenes any provisions of this By-law, the terms or conditions of any Agreement signed pursuant to this By-law, or an Order issued pursuant to this By-law and Section 444(1) or 445(1) of the *Municipal Act*, 2001, is guilty of an offence pursuant to Section 425 of the *Municipal Act*, 2001 and, upon conviction, is liable:
- 11.1.1. For any Person on a first conviction, to a fine of not less than \$500 and not more than \$25,000;
  - 11.1.2. For any corporation, on a first conviction, to a fine of not less than \$500 and not more than \$50,000;
  - 11.1.3. For a Person or corporation upon a second or subsequent conviction for the same offence, to a fine of not more than \$100,000;
  - 11.1.4. For a Person or corporation upon conviction of a continuing offence, to a fine of not more than \$10,000 for each day or part of a day that the offence continues. The total daily fines is not limited to \$100,000; and
  - 11.1.5. For a Person or corporation, upon conviction for a multiple offence, for each offence included in the multiple offences, to a fine of not more than \$10,000. The total of all fines for each Included offence is not limited to \$100,000.
- 11.2. If a corporation has contravened any provision of this By-law, the terms or conditions of any Agreement or an Order issued pursuant to this By-law and Section 444(1) or 445(1) of the *Municipal Act*, 2001, every director and officer of said corporation is guilty of an offence.
- 11.3. For the purposes of this By-law, an offence is a second or subsequent offence if the act giving rise to the offence occurred after a conviction had been entered at an earlier date for the same offence.
- 11.4. If Fill or any other material has been placed at a Site in contravention of any provision of this By-law, and the contravention has not been corrected, the contravention of the provision shall be deemed to be a continuing offence for each day or part of a day that the contravention remains uncorrected.
- 11.5. If an Order has been issued under this By-law, and the Order has not been complied with, the contravention of the Order shall be deemed to a continuing offence for each day or part of a day that the Order is not complied with.
- 11.6. For the purposes of this By-law, a "multiple offence" means an offence in respect of two or more acts or omissions each of which separately constitutes an offence and is a contravention of the same provision of this By-law.
- 11.7. In addition to any fine or any other penalty, any person who is convicted of contravening a provision of this By-law, the terms and conditions of any Agreement pursuant to this By-law, or an Order issued pursuant to this By-law and Section 444(1) or 445(1) of the *Municipal Act*, 2001, may be ordered by a court of competent jurisdiction pursuant to Section 431 of the *Municipal Act*, 2001, c.25 at the expense of the person to:
- 11.7.1. rehabilitate the land;
  - 11.7.2. remove the Fill or other material Placed or Dumped;
  - 11.7.3. restore the grade of the land to its original condition; and
  - 11.7.4. replace damaged trees, shrubs, etc.
- 11.8. A special fine may be imposed in addition to a fine imposed under Section 11.1 in circumstances where there is economic advantage or gain from the contravention of this by-law and the maximum amount of the special fine may exceed \$100,000. A special fine shall be calculated on the basis of:

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- 11.8.1. \$10.00 for each cubic metre of Fill deposited in excess of the amount allowed, or deposited beyond the geographic limits, or deposited without first having obtained the consent of the Township;
- 11.8.2. Where the Fill or other material is found to contain contaminant levels that exceed Table 2 Standards from the Soil and Groundwater and Sediment Standards for Use Under Part XV.1 of the Environmental Protection Act as prescribed in this By-law, greater fines of not less than \$100 per cubic metre may be imposed.
- 11.9. If a Person is convicted of an offence for contravening an Order to stop the injuring or destruction of trees, the court in which the conviction has been entered, or any court of competent jurisdiction thereafter, may order the Person to rehabilitate the land or plant or replant trees in such manner and within such period as the court considers appropriate, including any silvicultural treatment necessary to re-establish the trees.
- 11.10. Notwithstanding the provisions of this Section, the Township may proceed pursuant to Part III of the *Provincial Offences Act*, R.S.O. c.P.33, as amended, commencement of proceedings by Information.
- 11.11. The conviction of an offender upon the breach of any provisions of the By-law shall not fetter the prosecution against the same offender upon any continued or subsequent breach of any provision and the Presiding Judge or judicial officer may convict any offender repeatedly for continued or subsequent breaches of the By-law and the provisions of Section 429 of the *Municipal Act*, 2001, as amended from time to time, shall further apply to any continued or repeated breach of this By-law. Each day shall constitute a separate offence under this By-law.

**12. FEES AND COSTS**

- 12.1. The fee for processing, administration, renewal and inspection for shall be in accordance with the Fees and Charges By-law of the Township, which may be amended by Council from time to time.
- 12.2. Tipping fees as identified in the Fees and Charges by-law, shall be provided by the Owner to the Township at intervals set out by the Township, as applicable, and are as set out in the Fees and Charges by-law.
- 12.3. Any failure to pay the necessary fees, or top up the Financial Assurances, may result in a fine or Stop Work Order being issued.
- 12.4. The Owner agrees to pay to the Township, all of the Township's costs plus a 10% administrative Fee plus interest accrued to the date payment is made at a rate of fifteen (15) percent per annum equal to 1.25% per month, which will be recoverable from the Owner of the lands by action or in like manner as taxes pursuant to the provisions of Section 446 of the *Municipal Act*, 2001, S.O. 2001 c. 25, for all matters relating to: legal, planning, administrative (including Public Works), peer review consultants, other consultants, external contractors, engineering, soil testing, hydrogeology, environmental consultants and testing, landscape and/or other consultants, as the Township may retain in its sole and absolute discretion, plus all applicable taxes, for all items including but not limited to: this By-law, entering into any Agreements, checking plans, reviewing specifications, inspecting the property, and the Owner completing any Site Alteration, whether due to any direct action taken by the Owner or not, or which may arise indirectly as a result of the Owners Site Alteration of the Lands. This shall include any negotiations or discussions with the Owner, the Owner's lawyers, engineers, other parties retained by the Owner, or retained by the Township, including any Agreements entered into, or as a result of the Owner challenging any matter arising pursuant to any Agreements, and for all costs incurred by the Township including any legal opinions required by the Township for any matter relating to any of these items, in the Township's sole and unfettered discretion.
- 12.5. Costs incurred by the Township, including the prescribed interest rate, are a lien on the lands upon registration in the proper land registry office of a notice of lien pursuant to section 446(5) of the *Municipal Act*, 2001 S.O. 2001 c. 25.

- 12.6. The lien is in respect of all costs that are payable at the time the notice is registered, plus interest at the prescribed rate, and accrued to the date payment is made.
- 12.7. Upon payment of all costs payable plus interest accrued to the date of debt payment being made by the owner of the land, a discharge of the lien shall be registered by the Township in the proper land registry office of the notice of lien pursuant to Section 446 of the *Municipal Act*.
- 12.8. The Owner is required to pay the Township's costs for the maintenance of the highways that are used by the vehicles hauling any material, to keep said highways in a state of repair and free from dust and mud, including but not limited to, mud mats, road cleaners, and dust control suppressants, and against damage to any highways that are used by any vehicles hauling Fill or any other material to or from the Lands on which work is to be performed, or for any other work that the Township may deem necessary, for damage caused by the Site Alteration.
- 12.9. For any Site Alteration permitted under Section 5.2 and 5.3, the Township may require the Owner to produce an Initial Road Condition Report detailing the condition of the roads being used to haul Fill, Soil, Topsoil, or other material. The Township may use the Initial Road's Condition Report and require the Owner to restore the road, being used to haul the Fill, Soil, Topsoil, or other material, to its initial condition as set out in the Initial Road's Condition Report, at the sole expense of the Owner.
- 12.10. The Owner may be required to provide a security deposit in an amount to be set by the Township at their sole and unfettered discretion, which security may be drawn upon by the Township in its sole and absolute discretion to remedy or rectify any damage or complete any performance required under this By-law, and, without limiting the generality of the foregoing, such security may be used to return the land to a condition satisfactory to the Manager of Public Works for any breach of the By-law, Site Alteration, or Agreement or to pay any outstanding amounts owed by the Owner that relate to the requirements of the By-law, Site Alteration or Agreement in the sole and unfettered discretion of the Township.
- 12.11. The Security Deposits must be in the form of cash or an Irrevocable Letter of Credit, certified cheque or cash and may be required by the Manager of Public Works to cover 100% of the estimated cost to maintain Site control measures, stabilize the Site and undertake other works as identified by the Manager of Public Works.
- 12.11.1. A Letter of Credit is to be in a form acceptable to the Treasurer.
- 12.12. A Letter of Credit or other securities must remain in effect for the full duration of the life of the Agreement.
- 12.13. Any Letter of Credit and its subsequent renewal forms shall contain a clause stating that 60 days written notice must be provided to the Township prior to its expiry or cancellation.
- 12.14. The Security Deposit must be replenished in full by the Owner within 30 days whenever it is drawn upon.
- 12.15. It is the responsibility of the Owner to obtain the written approval of the Manager of Public Works that the Site has been adequately reinstated and stabilized in accordance to this By-law and the plans, and to request that the Township carry out a final inspection of the Site and obtain the written approval of the Manager of Public Works that this By-law and terms and conditions of the Agreement have been complied with by the Owner.
- 12.16. When the provisions in Section 12 have been fully complied with, to the satisfaction of the Manager of Public Works, the Security Deposit shall be released.
- 12.17. If the Agreement expires or is revoked, the securities are to remain in effect until the Site is restored to a condition acceptable to the Manager of Public Works and within a timeframe approved by the Manager of Public Works.
- 12.18. Notwithstanding any other provision in Section 12, the Owner may be required to maintain the Security Deposit described in Section 12 until all Site monitoring, applicable



sampling and remediation are completed, as required, to the satisfaction of the Manager of Public Works.

- 12.19. The securities provided by the Owner are interchangeable and may be used by the Township to remedy any breach of legislation, regulation, this Bylaw, a related Agreement and/or any Permit issued pursuant to this Bylaw.

**13. INDEMNITY**

- 13.1. The Owner agrees to indemnify and save harmless the Township, its elected officials, officers, agents, employees or contractors, from and against all liability, costs damages, losses, suits and claims, causes of action and demands whatsoever arising out of or connected with the issuing of any Permit pursuant to this Bylaw and the carrying out of the Owner's obligations in the Bylaw or any Agreements, or from the Owner having entered into any Agreements, and including claims pursuant to the *Construction Act*, R.S.O. 1990, c.C.30 or any loss or claims made against the Township. This indemnity shall not extend to the gross negligence of the Township, its officers, employees, agents or contractors. The Township has the right to withhold and/or use any portion of any Securities provided pursuant to the Bylaw to indemnify the Township for any legal fees, engineering fees, administrative fees or other fees, the Township incurs to defend its interest against any such suit or claim or demand as set out in this paragraph or otherwise.
- 13.2. The Owner shall save the Township, its agents and employees, harmless from any and all claims, demands, losses, costs, damages, actions, suits or proceedings arising out of or attributable to any act or omission connected with this Bylaw. It is specifically understood and agreed that inspections of the land, review by the Township's Engineer, Township Public Works Staff or, any damage or interference resulting from actions taken by the Township, it's agents or servants (which are hereinafter specifically agreed to be acting as agents of the Owner with respect to such work) shall impose no liability upon the township to the Owner and the Owner specifically agrees that no such claim will be made.

**14. SEVERABILITY AND INTERPRETATION**

- 14.1. In the event that any provision or part of a provision in this By-law is found to be invalid or unenforceable for any reason whatsoever, then the particular provision or part thereof shall be deemed to be severed from the remainder of the By-law and all other provisions or parts thereof shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.
- 14.2. Interpretation
  - 14.2.1. References in this By-law to any statute or statutory provision include references to that statute or statutory provision as it may from time to time be amended, extended or re-enacted.
  - 14.2.2. References in this By-law to items in the plural include the singular, and references to the singular include the plural, as applicable.
  - 14.2.3. The words "include", "includes" and "including" are not to be read or interpreted as limiting words, phrases or descriptions that precede them.
  - 14.2.4. This By-law and the provisions contained within are intended to be complementary to provincial statutes and to other by-laws passed by *Council*. In the event that any other applicable law requires a higher standard than this By-law requires, the higher standard shall apply.

**14.3. Short Title**

This By-law shall be cited as the "Site Alteration Fill By-Law".

**15. EFFECTIVE DATES AND REPEAL OF PREDECESSOR BY-LAWS**

- 15.1. ByLaw 2015-64 is hereby repealed.

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- 15.2. Notwithstanding passage of this Bylaw, any Permit issued by the Township pursuant to Bylaw 2015-64 (repealed) listed in Schedule B attached, shall continue in effect until the expiry date and on the terms set out in Schedule B attached;
- 15.3. This By-Law shall come into full effect and force on the date of its passing.
- 15.4. The Township shall not permit any extensions or renewals of any permits issued under the predecessor By-law after the date of passage of this Bylaw, except as specifically set out in Schedule 'B' attached.

**16. SCHEDULES**

- Schedule "A" - Permit Application Process
- Schedule "B" - List of Current Permits and Expiry Dates

**READ A FIRST TIME AND TAKEN AS READ A SECOND AND THIRD TIME AND FINALLY PASSED  
THIS DAY OF , 2019.**

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

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

f:\barianne millard-ferris\essala4247104 - fill restrictions\new fill bylaw\alternate site alteration bylaw - (permit required) - november 27 2019 (clean).docx

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## SCHEDULE A

**Permit Application Process**

1.1 The Manager of Public Works may require a Bona Fide Farmer to submit to the Manager of Public Works:

- a. confirmation that the property where the proposed Site Alteration is to take place are not within any of the prohibited areas;
- b. the Municipal address including the property size of the land on which the Fill is to be placed, dumped, or other Site Alteration is to occur;
- c. the legal description of the land upon which the Fill is to be dumped or placed or other site alteration is to occur;
- d. the Official Plan designation and zoning of the property;
- e. the name, address and contact information of the Owner of the land upon which the Fill is to be received and placed or dumped, including written acknowledgement and written acceptance of the Fill material being transported to his/her property;
- f. the name, address and contact information of the agent authorized by the Owner of the land upon which the Fill is to be placed, dumped, cut or removed or other Site Alteration is to occur;
- g. the name, address and contact information of the consultant engineers authorized by the Owner of the land upon which the Fill is to be placed, dumped, cut or removed or other Site Alteration is to occur;
- h. the name, address and contact information of the contractor authorized by the Owner of the land upon which the Fill is to be placed, dumped, cut or removed or other Site Alteration is to occur;
- i. the applicable fees calculated in accordance with the rates set out in the Township's Fees and Charges By-law;
- j. a brief description of the proposed works that have been identified on the Site Plan;
- k. work schedule for the proposed Site Alteration works;
- l. proposed grades and drainage systems upon completion of Site Alteration operations and as shown on the Site Plan;
- m. estimated volume of Fill to be imported to achieve the proposed grades;
- n. a brief description of the Fill being placed or dumped;
- o. all source location(s) of the Fill being placed or dumped including environmental soil tests, and soil permeability tests if required by the Manager of Public Works;
- p. the location, dimensions, details, design calculations and estimated costs for the supply, installation and maintenance of all construction site control measures necessary to meet the requirements of this By-law including sediment and erosion control measures as prepared by a Certified Inspector of Erosion and Sediment Control (CIESC) who will oversee the implementation and administration of the Erosion and Sediment Control Plan during construction and after as required;
- q. all dust and mud control measures to be implemented and utilized during construction and after as required;
- r. all proposed ground covering to be used upon completion of the Site Alteration operation;
- s. specific details regarding proposed Haul Routes to and from the Site, including the routes to be used and the times these routes will be used;
- t. securities to ensure the Owner's obligations according to a Site Alteration Permit;
- u. any other requirements the Manager of Public Works deems necessary.

## Background Studies

2.1 The Manager of Public Works may require the applicant to undertake and submit any tests or studies relating to:

- a. all necessary documentation to demonstrate compliance with the provisions of applicable Provincial Plans;
- b. confirmation of the surrender of the license if the Site has been previously licensed by the Ministry of Natural Resources and Forestry;
- c. confirmation from the County or Province that the proposed traffic and road access components of the Site Alteration operation meets their requirements and provide any site specific conditions imposed by the County or Province;
- d. confirmation from the applicable regulating agency that the proposed Site Alteration meets all tree protection polices or by-laws that prohibit or regulate the destruction or injuring of trees and provide any site specific conditions imposed by the applicable authority;
- e. confirmation of on-site presence or absence of any endangered, threatened species or Species of Special Concern as designated and defined in the Endangered Species Act;
- f. an Archaeological Assessment where the Site Alteration has the potential to disturb archaeological resources;
- g. all desk top and field studies prepared by a Professional Agrologist when the site alteration is proposed for a new farming use or proposed to improve lands currently being used for agriculture;
- h. all assessments of soil quality and groundwater quality at the Receiving Site in order to establish the current, ambient Site condition;
- i. any relevant landform conservation plan prepared to the reasonable satisfaction of the Manager of Public Works; and
- j. any other studies or reports the Manager of Public Works deems necessary.

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SCHEDULE B

| Active Fill Permit Address                                | Owner                  | Current/ New Expiry Date |
|---|------------------------|--------------------------|
| 1. 5786 8 <sup>th</sup> Line, RR#1, Egbert, ON LOL 1N0    | Varcoe, Devin Bradley  | February 1, 2020         |
| 2. 5555 8 <sup>th</sup> Line, RR#2, Cookstown, ON LOL 1L0 | Cruz, Maria Celeste    | May 1, 2020              |
| 3. 5934 8 <sup>th</sup> Line, RR#1, Egbert, ON LOL1N0     | Gibbs, Sarah           | July 1, 2020             |
| 4. 6612 County Road 56, RR#1, Egbert, ON LOL 1N0          | Tombu, Nester          | February 1, 2020         |
| 5. 8848 6 <sup>th</sup> Line, Utopia, ON LOM 1T0          | Smith, Eugene Michael  | July 1, 2020             |
| 6. 7054 County Road 56, RR#1, Utopia, ON LOM 1T0          | Cunningham, Glen Earl  | February 1, 2020         |
| 7. 5833 30 <sup>th</sup> Sideroad, Utopia, ON LOM 1T0     | McKever, Steven George | July 1, 2020             |
| 8. 5283 9 <sup>th</sup> Line, Cookstown, ON LOL 1L0       | Faris, Allan Keith     | July 1, 2020             |

1. Notwithstanding passage of this Bylaw, any Permit issued by the Township pursuant to Bylaw 2015-64 (repealed) listed in Schedule B herein, shall continue in effect until the expiry date, and on the terms set out in Schedule B herein.
2. All terms, obligations and requirements contained in Bylaw 2015-64 (Repealed) shall apply to the Permits listed in Schedule B #1-8 herein, as part of the within Bylaw, until each of the respective expiry dates of the Permits as set out herein.



## TOWNSHIP OF ESSA STAFF REPORT

**STAFF REPORT NO.:** CAO055-19

**DATE:** November 20, 2019

**TO:** Committee of the Whole

**FROM:** Colleen Healey-Dowdall, Chief Administrative Officer and  
Bob Morrison, Manager of Public Works

**SUBJECT:** Fill By-law

### RECOMMENDATION

That Staff Report CAO055-19 be received; and

That Council consider to prohibit the placing of fill on property in the Township with an exception for bona fide farmers provided they meet the definition of a bona fide farmer and are limited to a specified quantity of fill in accordance with the criteria as outlined in the body of this report.

### BACKGROUND

Council has provided direction to staff to prepare a new fill by-law to apply to the Township, regardless of lands being regulated in accordance with Regulation 172/06 and the Conservation Authorities Act. As Council may recall, the Municipal Act has been amended (Section 142(8) repealed) to allow municipalities to have more control over fill within its jurisdiction. While staff and its team of experts are preparing a new by-law, staff would recommend that Council consider giving direction to incorporate a provision to allow bona fide farmers to apply for a permit for fill if all 4 of the following criteria are met:

- a) They are truly bona fide farmers and meet with the definition of such (to be contained in the new by-law);
- b) They are improving on the productivity of their farm operations, to be demonstrated with a business case submitted in writing and to be reviewed and supported by an Agrologist;
- c) They submit an application for a permit which is accompanied by a professional sketch of survey depicting the area to be filled, and an engineer's submission containing an estimate of the quality and quantity of fill to be received and any and all other criteria as contained in the new by-law;
- d) They agree to a limit to the fill authorized to be placed on their property and farm operation – to a limit of 1000 m<sup>3</sup>, per agricultural operation or farm/corporate entity, on an annual basis.

### COMMENTS AND CONSIDERATIONS

Council has had time to consider the advantages and disadvantages of prohibiting fill and whether to make an exception for farmers. Some of the advantages of allowing farmers to fill

include that the agricultural sector has always played a major role in Essa's history, development and its economy. One might say that the agricultural industry is the backbone of Essa and despite trends, it continues to play an important role – just look to the development of HJV Equipment and Alliance Agri-Turf.

With cash-cropping on the rise, farmers are looking for ways to increase their yield and this may include filling in areas not traditionally cropped. That is, some farmers may be legitimately putting together plans to better their agricultural operation to benefit not only them but also the Township. This is a positive action that farmers may wish to take on their lands.

Still, it is recognized that the by-law (whatever form it may take) is difficult for staff to enforce and has a negative impact on neighbours and residents of the municipality. Plus, there is a negative impact on roads, affecting both safety and the conditions. Note that if fill is considered at all, staff would strongly recommend an increase in fees and security in order that roads are able to be repaired once hauling is complete.

This being said, a compromise position could be taken which would allow bona fide farmers to fill should they meet with the 4 tests described above but only up to a specified limit (1000 m<sup>3</sup> or 100 truckloads is suggested by staff as being reasonable). Again, if fill is allowed for farmers, then fees and securities should be increased to offset municipal costs.

**FINANCIAL IMPACT**

If fill is permitted for farmers, then fees and securities should be increased so that there is no direct cost to the taxpayer. The municipal lawyer is currently drafting a new by-law, and providing direction at this point will assist in providing clarity going forward.

**SUMMARY/OPTIONS**

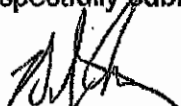
Council may:

1. Take no further action.
2. Prohibit all fill from being placed on properties in Essa.
3. Allow fill for farmers with no limit.
4. Allow fill for farmers subject to meeting the 4 tests as described herein, with a set limit.
5. Direct staff in another course of action.

**CONCLUSION**

Option #4 is recommended based on the advantages listed above.

Respectfully submitted by:



Bob Morrison  
Manager of Public Works

Respectfully submitted by:



Colleen Healey-Dowdall  
CAO

Attachments: Possible criteria for those filling to meet

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Every person who places or dumps fill, or causes fill to be placed or dumped, or alters the grade of land shall:

If the existing or finished grade at a property line involves a slope steeper than 3:1 and if required by the Inspector, construct a retaining wall to the satisfaction of the Inspector which does not encroach upon abutting lands, either above or below existing or finished grade, and which is not so high as to have a significant negative impact on abutting and other lands, an Inspector may require that a retaining wall be constructed where:

Erosion of fill on to abutting lands may occur; or

The existing or finished grade of the lands at the property line is higher than that of the existing or finished grade of the abutting lands.

Construct a retaining wall (including any safety net) in conformity with the Township's Zoning By-law and to the satisfaction of the Manager of Public Works if the existing or finished grade at a property line involves a slope greater than 3:1, which retaining wall does not encroach upon abutting lands, either above or below existing or finished grade and which is not so high as to have a significant negative impact on abutting lands;

Ensure that fill is placed or dumped in such manner and any retaining wall supporting such fill is erected in such a manner that no ponding is caused on the subject lands or abutting and other lands and that adequate provision is made for property surface storm water drainage;

Provide a signed authorization of the grantee(s) of any easements within the property accepting the placement of fill on or in the vicinity of any easement;

Where the land is zoned for agricultural use under the Township's Zoning By-law, the owner shall provide one or more agricultural justification reports prepared by a professional planner or engineer and satisfactory to the Manager of Public Works to address any potential effects on the existing agricultural operations and the long term viability of the lands for agricultural use; and

Provide characterization and analytical records of the quality of the soil being brought to the site prior to receiving any material, as confirmed by a Qualified Person, that the soil is appropriate based on the site location/sensitivity, anticipate land uses, groundwater use/sensitivity, pre-existing site concentrations or other factors to ensure that there is no likelihood of adverse effect based on the importation of soil to the site.

No Person shall perform a Site Alteration or permit the performance of a Site Alteration:

In contravention of the Township's Noise By-law or otherwise required by the Township;

Anytime on Saturday or Sunday or on a Statutory Holiday and between the hours of 5:30PM and 7:30AM on weekdays;

During any period in which a wind warning for the area has been issued by Environment Canada;



During any period in which a smog advisory for the area has been issued by the Ontario Ministry of the Environment, Conservation and Parks;

During any weather conditions where the ability to mitigate Site Alteration activity impacts is severely compromised (e.g. rain, snow, thick fog, etc.); and

During any situation where site alteration activities would likely adversely impact adjacent landowners (e.g. brush fires, floods, unsuitable road conditions, etc.).

No Person shall perform a Site Alteration on any lands except in accordance with the Township's Official Plan Policies, Zoning By-law as amended and any applicable Provincial Plans, and shall be in accordance with the Provincial Policy Statement 2014, as amended.

No person shall undertake a Site Alteration which may result in:

- Adverse erosion and environmental impacts on and off-site;
- Blockage of a swale, ditch or watercourse;
- Siltation in a watercourse, wetland or storm sewer;
- Transportation of silt to adjacent, neighbouring or downstream properties;
- Pollution of a watercourse;
- Flooding or ponding on adjacent lands;
- Flooding or ponding caused by a watercourse overflowing its banks;
- Hindering the orderly development of any lands;
- Detrimental effect on the quality and quantity of water in a well;
- Detrimental effect on any trees of a caliper of 75mm dbh or more located on the lands;
- Detrimental effect on matters of inherent biological sensitivity such as, but not limited to aquifer recharge, soil permeability, water quality, and wildlife habitat;
- Unauthorized injury or destruction of Municipal trees or other trees protected under any other applicable by-laws of the Township or Region/County;
- Injury or destruction of other trees, which in the opinion of the Manager of Public Works could reasonably be avoided;
- A loss or detrimental effect on the natural environment, including but not restricted to lands designated as environmentally significant, however expressed in Official Plans or Zoning By-laws, including designations of areas as environmentally sensitive, environmental protection, as being of environmental concern and as being ecologically significant;
- A detrimental effect to the growth and or harvest of fruit, vegetables or crops, landscaping and gardens;
- A detrimental effect to the visual amenities of the land such that it constitutes an unreasonable interference with enjoyment of property;

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A detrimental effect on areas of archaeological significance; or

Contamination of or the degradation of the environmental quality of land.

No person shall undertake Site-Alteration activities that alter the natural drainage or any natural or human-made water course or water body in such a manner that will interfere with reasonable enjoyment of property or adversely affect the environment.

If archaeological resources are discovered or identified during the Site Alteration, the Owner shall immediately cease all activity on the Site and contact the Manager of Public Works and take such actions as defined by the Manager of Public Works or other responsible agency to address, safeguard, and protect the resources.

Erosion and sedimentation control measures shall be provided around any area that may be disturbed in a manner satisfactory to the Manager of Public Works prior to the commencement of the Site Alteration, and shall be maintained in good working order until the Site has been stabilized and Fill operations completed.

All Fill shall be properly compacted using acceptable engineering practices, as appropriate, unless it is being stockpiled on the Site for future use in accordance with all applicable by-laws and zoning for the Township, and grading plans and timelines as approved by the Manager of Public Works.

The Owner shall ensure that:

protection for the finished grade through stabilization is provided as required by the Township;

Fill shall not be placed around the perimeter of any existing building unless such building and its foundation walls are evaluated and reinforced in accordance with accepted engineering and construction practice and an appropriate building permit has been issued;

No trench in which drainage piping that is laid is covered and backfilled until the work has been inspected and approved by the Manager of Public Works;

Provide siltation and erosion control measures, in accordance with the Township's standards, and to obtain the approval of the Nottawasaga Valley Conservation Authority for siltation and erosion control measures when required.

The following additional minimum standards will apply to Site Alterations greater than 100 cubic metres, excepted under Section 5.2 in the sole and absolute discretion of the Township:

Keep and maintain the following records in a good and businesslike manner:

The full and complete legal name and business name, if different from the legal name of each hauler,

The commercial vehicle registration number of each hauler,

The motor vehicle permit number of the motor vehicles owned and operated by each hauler,

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- The date and time of each delivery/removal of fill,
- The point of origin of each delivery of fill,
- The volume of each delivery,
- The content of material of each delivery of fill,
- Any other information required by the Manager of Public Works,
- To make available for inspection upon the request of the Manager of Public, and Works the records referred to in this clause.

Restrict truck daily volumes and/or the location of truck and/or haul routes or staging and storage areas;

Provide the Manager of Public Works upon completion of the works or at any other time required by the Manager of Public Works at its sole and absolute discretion a topographic survey verifying the interim or final grades of the site alteration;

Provide documentation of notification of the project to all adjacent property owners and those along the haul routes which identifies:

- The proposed hauling schedule to include duration, days of the week and hours of proposed fill operation,
- Haul routes and commercial fill entrance location using a map,
- Type and location of temporary signage to identify haul routes and truck turning areas,
- Measure to be employed to prevent tracking mud and other debris onto the road,
- Measures to be employed to ensure minimal disruption of normal traffic due to the fill operation,
- Quality of tested fill to be hauled to site in relation to Ministry of Environment standards and additional measures for sampling fill being hauled to site including frequency and method of testing,
- Operator's business and legal name, contact information, and includes the name and contact information of the person who will be on-site for the full duration of the fill operation, charged with the responsibility to ensure continuation of the above measures;

Provide at least five (5) business days' notice of the commencement of hauling and dumping of fill;

Provide bi-weekly reports, prepared by a Qualified Person, to the Manager of Public Works to confirm that works are implemented in accordance with this By-law and that it is achieving adequate performance.



# TOWNSHIP OF ESSA STAFF REPORT

**STAFF REPORT NO.:** PW041-19

**DATE:** Dec. 4, 2019

**TO:** Committee of the Whole

**FROM:** Bob Morrison, CRS-I, Manager of Public Works

**SUBJECT:** Purchase of Sidewalk Tractor and Attachments

## RECOMMENDATION

That Staff Report PW041-19 be received; and

That Council authorize the purchase of a Mclean MV4 Sidewalk Tractor and attachments from Cubex in Brantford at a cost of \$164,151.81 plus tax

## BACKGROUND

The Roads Department currently has 3 Sidewalk Tractors that are used to plow/sand sidewalks in Angus and are stored in the Ag Building behind the Angus Arena. A contractor plows (no sanding) the sidewalks in Thornton and Baxter.

There are 3 Seasonal Staff that operate these units in Angus. Typically, only 2 machines would be deployed on a average snow event and the 3<sup>rd</sup> unit acts as a spare and can be deployed in the event of a significant snow fall. More often than not, one of the older machine is down for repairs.

Staff attribute the breakdowns and repairs to the age of the equipment and the fact they are stored in an unheated building making it difficult to maintain and inspect as they are covered in frozen ice and snow the majority of the time.

Over the past years these machines have been driven from Angus to Thornton in order to sand as needed after we have finished the sidewalk maintenance in Angus. Depending on the amount of snow fall, it could take a couple of days to get to Thornton and Baxter for sanding.

The sidewalk tractor fleet consists of a 2015 MT6 Trackless, 2009 MT6 Trackless and a 1999 MT5 Trackless. There is a snow blower, blade and sander for each unit, there are also 2 brooms and water tanks that can be used on any of the 3 units for sweeping purposes in the spring/summer.

In the past 3 years there has been an average of \$17,577 per year spent on repairs and maintenance on these 3 machines. In 2019 there has been \$18,948.78 spent on repairs, this does not include repairs needed for the 2009 unit. It is still in the shop and is awaiting approval for approximately \$14,000 worth of repairs.

### COMMENTS AND CONSIDERATIONS

Staff obtained quotes from two manufacturers that could provide the sidewalk tractor and attachments in a relatively short time frame. Staff prefer the quote from Cubex as this unit can be delivered in 2-3 weeks.

With the addition of a new sidewalk machine, it could be utilized to plow/sand sidewalks in Thornton and Baxter in the winter of 2020/2021, thus alleviating the need for a contractor. The monies from the sidewalk-plowing contract will offset the wages of an additional seasonal staff member to operate this unit.

### FINANCIAL IMPACT

In preparation for the 2020 budget, staff has received a quote for a new sidewalk tractor with a new snow blower, 5 way blade and sander attachments in the amount of \$165,000.

The Quote for a Demo Mclean Engineering MV4 Sidewalk Machine with snow blower, 5 way blade and sander unit is \$164,151.81 plus tax. (See attachment #1.)

The purchase of this machine is eligible to be funded from Development Charges if it is an addition to the fleet.



### SUMMARY/OPTIONS

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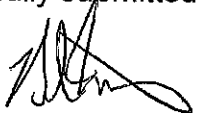
Council may:

1. Take no further action.
2. Purchase a Demo Maclean Engineering MV4 Machine from Cubex in the amount of \$164,151.81 plus tax.
3. Purchase a New Trackless MT7 from Joe Johnson Equipment in the amount of \$163,255.00 plus tax
4. Purchase a Demo Maclean Engineering MV4 Machine from Cubex in the amount of \$164,151.81 plus tax and have the 2009 Trackless repaired

**CONCLUSION**

Staff recommends Option # 2 be approved.

Respectfully submitted,



Bob Morrison, CRS-I  
Manager of Public Works

Reviewed by,



for: Colleen Healey-Dowdall  
Chief Administrative Officer

Attachments:

1. Trackless Quote Results

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SIDEWALK TRACTOR QUOTES

| BIDDER   | TRACTOR                                 | BLOWER   | SANDER  | FOLDING<br>BLADE | TOTAL                    | DELIVERY  |
|--|---|----------|---------|------------------|--------------------------|-----------|
| CUBEX-MCLEAN MV4 2019<br>(DEMO) 9 HOURS<br>110HP CAT<br>NEW WARRANTY 600 HOURS/12<br>MONTHS  | \$137,668.81<br>PLUS FREIGHT<br>\$2,800 | \$10,280 | \$6,579 | \$6,824          | \$164,151.81<br>plus tax | 2-3 WEEKS |
| JOE JOHNSON EQUIP. TRACKLESS<br>MT7 2019 74HP JOHN DEERE<br>WARRANTY 600 HOURS/ 12<br>MONTHS | \$138,350                               | \$10,260 | \$7,370 | \$7,260          | \$163,255.00<br>plus tax | 4 WEEKS   |

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## TOWNSHIP OF ESSA STAFF REPORT

**STAFF REPORT NO.:** TR023-2019  
**DATE:** December 4, 2019  
**TO:** Committee of the Whole  
**FROM:** Rob Rosilius, Deputy Treasurer  
**SUBJECT:** Municipal Modernization Program Application

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### RECOMMENDATION

That Staff Report TR023-2019 be received; and

Whereas, Staff have identified the need for Professional Consultant Services in updating the current Asset Management Plan as part of the 2020 Municipal Budget;

And Whereas; the Province of Ontario has announced funding in 2020 as part of the Modern Modernization Program;

Therefore, Council recommends and supports an application to fund the professional consultation services relating to Township's Asset Management Plan.

### BACKGROUND

On November 1, 2019, the Honourable Steve Clark, Minister of Municipal Affairs and Housing announced the Municipal Modernization Program. The intent of the program is to help small and rural municipalities conduct service delivery reviews and implement recommendations from those reviews to achieve efficiencies and cost savings.

On November 12, 2019, further details released by Marcia Wallace, Assistant Deputy Minister of Municipal Affairs and Housing, provided further information relating to the program. The program is separated into two separate funding intakes. The Intake 1 is designated for independent third party service delivery reviews to find inefficiencies and enhance service delivery over the long term. The Intake 2 will be dedicated to assisting with the implementation of items identified as part of the reviews.

### COMMENTS AND CONSIDERATIONS

Township Staff intend on submitting an application for Intake 1, in an effort to secure funding for a consultant to conduct a service delivery review of infrastructure services as it relates to asset management. The deliverables of the review are as follows:

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1. Identify common gaps and deficiencies in asset data sets tied to infrastructure services. A review of data management practices will be conducted in which the current processes will be documented. Recommendations will focus on improving work order workflow, data collection, and/or data reporting, which will ultimately save costs and improve organizational efficiency.
2. Asset Management Information System Assessment, will identify and review all relevant asset management software and engage with stakeholders within the Township to identify any gaps and provide recommendations and best practices on how to achieve greater efficiencies. The analysis to include recommendations of how to improve existing systems, integrate existing systems and identify gaps where new software can be implemented and integrated to create efficiencies and improve reporting, which will ultimately enhance service delivery.

### **FINANCIAL IMPACT**

There is no financial impact of applying to Intake 1 of the Municipal Modernization program. Should the application not be successful, staff will not pursue a service delivery review in the 2020 fiscal year.

### **SUMMARY/OPTIONS**

Council may:

1. Take no action
2. Direct staff to apply for funding under the Modern Modernization Program
3. Direct as Council deems appropriate

### **CONCLUSION**

Option # 2 is recommended.

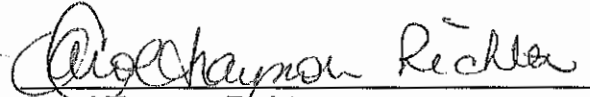
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Respectfully submitted:

Reviewed by:



Rob Rosilius  
Deputy Treasurer



Carol Traynor-Richter  
Manager of Finance

Reviewed by:

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Colleen Healey-Dowdall  
CAO

Attachment:



# TOWNSHIP OF ESSA STAFF REPORT

**STAFF REPORT NO.:** C037-19  
**DATE:** December 4, 2019  
**TO:** Committee of the Whole  
**FROM:** Lisa Lehr, Clerk  
**SUBJECT:** Temporary Signs on Municipal Property

## RECOMMENDATION

That Staff Report C037-19 be received; and  
 That Council authorize staff to permit the placement of temporary signs on municipal property located in front of municipal facilities and parks only where the advertisement is for events and programs hosted by and/or on behalf of the municipality and other government agencies, in addition to non-profit/charitable events, for a period of no longer than 2 months.

## BACKGROUND

At its meeting of October 16, 2019, Council received Staff Report C033-19 "Temporary Signs on Municipal Properties", however deferred their consideration on the matter until such a time as the Clerk could bring a further report back to Council outlining how the matter is handled by municipalities surrounding Essa's borders. (Attachment No. 1 contains a copy of Staff Report C033-19 for Council's reference).

Additionally at the same meeting, Council authorized the Clerk to grant permission for applications received for advertising devices on municipal properties fronting parks and facilities for two months only.

## COMMENTS AND CONSIDERATIONS

As a follow-up to Council's request, the Clerk has contacted surrounding municipalities to inquire as to whether they permit temporary signs to be posted on their municipal properties (specifically, their parks and properties that front their facilities), and the length of time (if permitted).

The following chart is a breakdown of the responses:

| Name of Municipality | Yes [allow private applicants (ie: sports organizations) to post signs on municipal property] | No (don't allow private applicants to post signs on municipal property)                        | Conditions of Approval / Denial  |
|----------------------|---|--|--|
| Clearview            |   | X  |  |
| Springwater          |   | X<br>Springwater ONLY allows signs posted on their properties where they are partnered with an | Community Board (owned/operated by Lions) posts for sports league registrations, private |

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| Name of Municipality | Yes [allow private applicants (ie: sports organizations) to post signs on municipal property] | No (don't allow private applicants to post signs on municipal property)                              | Conditions of Approval / Denial   |
|----------------------|---|--|---|
|                      |   | organization (ie: Farmers Market, Fall Fair, etc.). Signs for league registrations are not permitted | functions/community events, etc.<br><br>Term of Temporary Sign Permits- Maximum of 30 days.   |
| New Tecumseth        |   | X  | Short Term Signs not permitted in any public park or on any property owned/occupied by the Town (s.20.8.4)  |
| Adjala-Tosorontio    | n/a   | n/a  | They have a By-law however don't receive any applications for posting on municipal properties (stated due to their rural locations)   |
| Innisfil             |   | X  | They only allow temporary "election-type" signs for a maximum of 14 days for events hosted in the municipality (ie: charity/non-profit events).<br>They only permit larger temporary signs (ie: magnetic signs) to be posted in front of their parks/facility properties to advertise municipal rec programs / events hosted at their own facilities. |

At this time, staff is recommending that Council authorize the Clerk to only permit the placement of temporary signs on private properties (as is permitted in the current By-law) and/or municipal properties that do not front a municipal park or facility. It is also recommended that advertising at municipal parks or facilities be permitted ONLY where the municipality has partnered with a group (ie: Angus Farmers Market, Angus Lions Club, etc.) or for the purpose of advertising municipally run programs or events. [This in turn, for example, means that sport organizations

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would NOT be permitted to advertise their registration on these particular properties; those being in front of parks or municipal facilities].

Should Council authorize staff to deny applications whereby private applicants are requesting a temporary sign to be posted on municipal property, such as parks or where a municipal facility is located (ie: Angus Recreation Centre), Council should be aware that the applicants can always request a different location on private property, or on other municipal properties (ie: between sidewalk / parking lot at Sobeyes) that don't front a park or municipal facility.

*To Note: The County of Simcoe has recently taken a hard stance in denying applicants permission from posting any advertising devices on their properties (ie: County Road 10 / Mill Street) or within the road allowance on roads under their jurisdiction. Our office was advised that the County would continue to do so going forward, thereby denying advertising to applicants. In speaking with their By-law Officer, it was mentioned that the Township of Essa continuously renews the permits, thereby allowing the signs to remain in their original location for too long of a period of time (some have been renewed for 4 and 5 years) without the Township of Essa ever denying the renewal to allow others to advertise. Additionally, it was mentioned that the temporary signs afford a distraction to drivers in addition to safety concerns and aesthetics of the property.*

**FINANCIAL IMPACT**

Loss in potential revenue to be recognized, should Council restrict the number of temporary signs to be posted on municipal properties.

**SUMMARY/OPTIONS**

Council may:

1. Take no further action.
2. **Authorize staff to only permit the placement of temporary signs on properties located in front of municipal facilities and parks whereby the advertisement is for events and programs hosted by and/or on behalf of the municipality and other government agencies, in addition to non-profit/charitable events, for a period of no longer than 2 months.**
3. Authorize staff to permit the placement of temporary signs on only those municipal properties as deemed appropriate by Council for a period of time as deemed appropriate by Council (ie: 2 mos., 6 mos. or 12 mos.).
4. Authorize staff to permit the placement of temporary signs on all municipal properties fronting municipal facilities and parks, for a period of time as deemed appropriate by Council (2 mos., 6 mos. or 12 mos.).

**CONCLUSION**

Staff recommends that Council approve Option No. 2.

Respectfully submitted:

Reviewed by:

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

\_\_\_\_\_  
Colleen Healey-Dowdall  
Chief Administrative Officer

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Attachment #1



## TOWNSHIP OF ESSA STAFF REPORT

**STAFF REPORT NO.:** C033-19  
**DATE:** October 16, 2019  
**TO:** Committee of the Whole  
**FROM:** Lisa Lehr, Clerk  
**SUBJECT:** Temporary Signs on Municipal Property

### RECOMMENDATION

That Staff Report C033-19 be received; and

That Council authorize staff to only permit the placement of temporary signs on municipal property located in front of municipal facilities and parks whereby the advertisement is for events and programs hosted by and/or on behalf of the municipality and other government agencies, in addition to non-profit/charitable events, for a period of no longer than 6 months.

### BACKGROUND

At its meeting of February 20, 2008, Council passed Sign By-law 2008-15 specific to the control and regulation of signs or other advertising devices and the posting of notices in and around the municipality. It includes provisions for signs that are permanent or temporary in nature that are posted on public (municipally owned) and private property. One mandatory condition that is required on every application is the express written consent of the property owner.

Historically when the municipality is in receipt of an application whereby the applicant is requesting permission to post a temporary sign on municipally-owned property, the Clerk obtains the permission of the Chief Administrative Officer. Typically, these requests are for temporary signs to be posted in front of municipal facilities and/or parks (ie: Angus Arena, Libraries, Baxter Ball Diamond, etc.) which advertise for parks and recreation programs, the farmers' market, or the like. The term for temporary signs range anywhere from two to six to twelve months.

[It should be noted that signs are not permitted to be posted at Peacekeepers Park per an Agreement currently in place, other than temporary signs advertising for a municipal event/program at the corner of Commerce Road/Mill Street in Angus.]

### COMMENTS AND CONSIDERATIONS

Currently, the Clerk's Department is in receipt of two applications from a sports organization seeking permission to post temporary magnetic signs (5' x 8') on municipal property fronting the Angus Arena for a 12 month term (one fronting on Mill Street and one fronting on County Road 10 which would require County of Simcoe approval in addition to the approval of the municipality).

As Council is aware, temporary signs contribute to visual pollution in and around the municipality (especially in the downtown core of Angus and Thornton), and they also serve as a distraction to drivers using the road system.

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The Parks and Recreation Department currently offers other forms of advertising (for a fee) to businesses and organizations who wish to advertise. (Attachment No. 1 contains an email from the Recreation Programmer/Booking Clerk of which outlines the methods available for advertising).

Given that this is a new term of Council, the author of this Report is seeking direction from Council in respect of the granting of permission by the municipality, to allow applicants to post temporary signs on properties fronting municipal facilities. Specifically the properties fronting Arenas, Libraries, parks, etc.

The Clerk is of the opinion that the municipality should only entertain granting permission for the placement of such temporary signs on properties fronting municipal facilities/parks that are advertising specifically for municipal programs and events that the municipality is sponsoring/hosting (ie: Essa Recreation Programs, Farmers' Market, Annual Wrestling Events for the South Simcoe Special Olympics, Annual Salmon Derby, etc.) as well as applications submitted by other government agencies (ie: SMDHU Blood Donor Clinics, etc.), in addition to advertising for non-profit/charitable events only (ie: not registration for their league). The approval granted for these applications is usually for a short term (generally from 2 to 6 months).

If Council were to agree to only permit advertising for non-profit/charitable events and municipal programs/events on municipal properties fronting municipal facilities, it should be noted that some sports organizations/affiliations would not fall within the granted permission (specifically those that are not run by volunteers and/or are in place to make a profit). They would be required to seek approval for other locations from other businesses and/or private property owners, or to advertise through other outlets available.

[Note: The Clerk's Department is currently working on a report to amend the current Sign By-law which will be presented to Council for their consideration at a later date. This decision of Council will be incorporated into the By-law to provide for clarity to future applicants and the affected departments that receive/approve sign applications.]

## FINANCIAL IMPACT

Loss in potential revenue -- current applications filed with the Clerk are requesting permission for 12 months, resulting in the potential loss of revenue in the amount of \$150.00 in application fees, should Council decide to approve the recommendation of the Clerk.

### Historical Revenue for Signs Posted on Municipal Properties:

2017 -- \$300.00 [4 signs permits issued; all permits were for 12 months]

2018 -- \$150.00 [3 signs permits issued; 1 was for 6 mos.; 2 were for 12 mos.]

2019 (to date) -- \$35.00 [2 sign permits issued - 1 was for 6 mos.; 1 was for 2 mos.]

## SUMMARY/OPTIONS

Council may:

1. Take no further action.
2. Authorize staff to only permit the placement of temporary signs on properties located in front of municipal facilities and parks whereby the advertisement is for events and programs hosted by and/or on behalf of the municipality and other government agencies, in addition to non-profit/charitable events, for a period of no longer than 6 months.

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3. Authorize staff to permit the placement of temporary signs on only those municipal properties as deemed appropriate by Council for a period of time as deemed appropriate by Council (ie: 2 mos., 6 mos. or 12 mos.).
4. Authorize staff to permit the placement of temporary signs on all municipal properties fronting municipal facilities and parks, for a period of time as deemed appropriate by Council (2 mos., 6 mos. or 12 mos.).

**CONCLUSION**

Staff recommends that Council approve Option No. 2.

Respectfully submitted:

Reviewed by:

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

  
\_\_\_\_\_  
Colleen Healey-Dowdall  
Chief Administrative Officer

Attachments:

1. Email from the Recreation Programmer/Booking Clerk dated September 27, 2019.



Attachment #1

Lisa Lehr

**From:** Sueanne Archibald  
**Sent:** September 27, 2019 10:56 AM  
**To:** Lisa Lehr  
**Subject:** advertising and signage opportunities with parks and recreation

Good morning; as per your request please find the following methods that are available supporting our community messages that are available within our Township facilities:

As per our Schedule of Fees; Available, are Advertising rates at arenas/parks (signs on walls, boards or fences) per annum.

- 4x4 signage at arenas \$135.88 ea arena
- 4x8 signage at arenas \$229.31 ea arena
- In excess of 4x8 \$7.24/sq ft. ea arena

Signs/wraps on ice machines:

- Angus \$2,825.00
- Thornton \$1,695.00

Our dept; currently utilizes our digital arena signs for programs, camps, public skates etc., leaving not much room for extra community messages without convolution.

This past summer my magnetic signage on Township properties were victim of another camp posting their advertising over our signage or directly in front of in which staff diligently removed on a regular basis. I am in support of signage not being on Township properties for this reason.

Hope this helps,

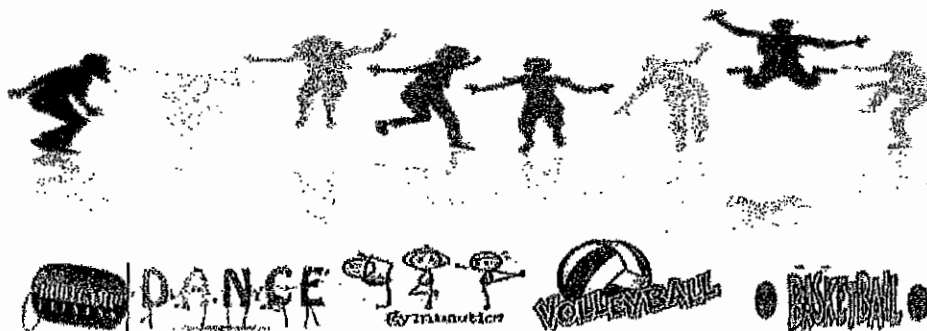
Regards;

Sueanne Archibald, Programmer/Bookings

Essa Administration Centre, Utopia

5786 County Rd 21 - 705-424-9770 ext 107

**REGISTER ONLINE STARTING AUGUST 1<sup>ST</sup> FOR OUR NEW PARKS AND REC CHILDRENS - YOUTH - AND ADULT PROGRAMS!**





### TOWNSHIP OF ESSA STAFF REPORT

**STAFF REPORT NO.:** C038-19  
**DATE:** December 4, 2019  
**TO:** Committee of the Whole  
**FROM:** Lisa Lehr, Clerk  
**SUBJECT:** DRAFT 2020 Council and Committee of the Whole Meeting Schedule

#### RECOMMENDATION

That Staff Report C038-18 be received; and  
 That Council consider approving the 2020 Council and Committee of the Whole Meeting Schedule as presented.

#### BACKGROUND

Section 3.1.1 of the Township's Procedural By-law 2017-77 states that Council shall establish a schedule of all regular Council meeting dates for the upcoming calendar year, prior to the first meeting in each calendar year.

As such, this Report is being presented to Council for approval in setting the dates for Committee of the Whole and Regular Council meetings for the upcoming 2020 calendar year.

#### COMMENTS AND CONSIDERATIONS

As Council is aware, Committee of the Whole and Regular Council Meetings are to be held in Council Chambers located at the Administration Centre.

Section 3.2.1 of the Township's Procedural By-law states the following in respect of scheduling Council meetings:

*"Regular meetings of Council shall be held on the first and third Wednesday of each month following Committee of the Whole, which shall begin at 6:00 p.m. unless otherwise specified by Resolution of Council; and except when Wednesday is a statutory holiday, in which case the Council shall meet at the call of the Chair on a date which is not a public or civic holiday".*

As a result, it is proposed that the following meetings be cancelled in 2020:

|    | Date of Meeting Proposed to be Cancelled | Reason for Cancellation |
|----|--|-------------------------|
|    | January 1, 2020                          | Holiday                 |
| *  | March 18, 2020                           | March Break             |
| ** | July 1, 2020                             | Holiday                 |
|    | August 7, 2020                           | Summer Recess           |
|    | August 21, 2020                          | Summer Recess           |

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\*In previous years, Council has cancelled the Wednesday meeting on which the March Break falls in order to accommodate Council and staff absences. As such, **staff is seeking direction from Council on this meeting date (March 18, 2020).**

**\*\*Staff is seeking Council direction on the date to schedule for the meeting in July 2020, as July 1, 2020 falls on the first Wednesday in the month, which is a holiday. If Council chooses, they can have their last Committee of the Whole and Regular Council Meeting take place on June 17, 2020 (summer recess to follow immediately thereafter) or alternatively, a meeting can be scheduled to take place on one of the following dates:**

- Wednesday July 8, 2020
- Wednesday July 15, 2020

**FINANCIAL IMPACT**

No financial impact. 

**SUMMARY/OPTIONS**

Council may:

1. Take no further action.
2. **Approve the DRAFT 2020 Council & CW Meeting Schedule as presented.**
3. Amend the DRAFT 2020 Council & CW Meeting Schedule as recommended by Council.


**CONCLUSION**

It is recommended that the attached 2020 Council and Committee of the Whole Meeting Schedule be approved as presented.

Respectfully submitted:

Reviewed by:

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

  
\_\_\_\_\_  
Colleen Healey-Dowdall  
Chief Administrative Officer

Attachments:  
1 – DRAFT 2020 Council & CW Meeting Schedule

# 2020 Essa Township Committee of the Whole & Council Meeting Schedule

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| January '20 |    |    |    |    |    |    |
|-------------|----|----|----|----|----|----|
| Su          | M  | Tu | W  | Th | F  | Sa |
|             |    |    | 1  | 2  | 3  | 4  |
| 5           | 6  | 7  | 8  | 9  | 10 | 11 |
| 12          | 13 | 14 | 15 | 16 | 17 | 18 |
| 19          | 20 | 21 | 22 | 23 | 24 | 25 |
| 26          | 27 | 28 | 29 | 30 | 31 |    |

| February '20 |    |    |    |    |    |    |
|--------------|----|----|----|----|----|----|
| Su           | M  | Tu | W  | Th | F  | Sa |
|              |    |    |    |    |    | 1  |
| 2            | 3  | 4  | 5  | 6  | 7  | 8  |
| 9            | 10 | 11 | 12 | 13 | 14 | 15 |
| 16           | 17 | 18 | 19 | 20 | 21 | 22 |
| 23           | 24 | 25 | 26 | 27 | 28 | 29 |

| March '20 |    |    |    |    |    |    |
|-----------|----|----|----|----|----|----|
| Su        | M  | Tu | W  | Th | F  | Sa |
| 1         | 2  | 3  | 4  | 5  | 6  | 7  |
| 8         | 9  | 10 | 11 | 12 | 13 | 14 |
| 15        | 16 | 17 | 18 | 19 | 20 | 21 |
| 22        | 23 | 24 | 25 | 26 | 27 | 28 |
| 29        | 30 | 31 |    |    |    |    |

| April '20 |    |    |    |    |    |    |
|-----------|----|----|----|----|----|----|
| Su        | M  | Tu | W  | Th | F  | Sa |
|           |    |    | 1  | 2  | 3  | 4  |
| 5         | 6  | 7  | 8  | 9  | 10 | 11 |
| 12        | 13 | 14 | 15 | 16 | 17 | 18 |
| 19        | 20 | 21 | 22 | 23 | 24 | 25 |
| 26        | 27 | 28 | 29 | 30 |    |    |

| May '20 |    |    |    |    |    |    |
|---------|----|----|----|----|----|----|
| Su      | M  | Tu | W  | Th | F  | Sa |
|         |    |    |    |    | 1  | 2  |
| 3       | 4  | 5  | 6  | 7  | 8  | 9  |
| 10      | 11 | 12 | 13 | 14 | 15 | 16 |
| 17      | 18 | 19 | 20 | 21 | 22 | 23 |
| 24      | 25 | 26 | 27 | 28 | 29 | 30 |
| 31      |    |    |    |    |    |    |

| June '20 |    |    |    |    |    |    |
|----------|----|----|----|----|----|----|
| Su       | M  | Tu | W  | Th | F  | Sa |
|          | 1  | 2  | 3  | 4  | 5  | 6  |
| 7        | 8  | 9  | 10 | 11 | 12 | 13 |
| 14       | 15 | 16 | 17 | 18 | 19 | 20 |
| 21       | 22 | 23 | 24 | 25 | 26 | 27 |
| 28       | 29 | 30 |    |    |    |    |

| July '20 |    |    |    |    |    |    |
|----------|----|----|----|----|----|----|
| Su       | M  | Tu | W  | Th | F  | Sa |
|          |    |    | 1  | 2  | 3  | 4  |
| 5        | 6  | 7  | 8  | 9  | 10 | 11 |
| 12       | 13 | 14 | 15 | 16 | 17 | 18 |
| 19       | 20 | 21 | 22 | 23 | 24 | 25 |
| 26       | 27 | 28 | 29 | 30 | 31 |    |

| August '20 |    |    |    |    |    |    |
|------------|----|----|----|----|----|----|
| Su         | M  | Tu | W  | Th | F  | Sa |
|            |    |    |    |    |    | 1  |
| 2          | 3  | 4  | 5  | 6  | 7  | 8  |
| 9          | 10 | 11 | 12 | 13 | 14 | 15 |
| 16         | 17 | 18 | 19 | 20 | 21 | 22 |
| 23         | 24 | 25 | 26 | 27 | 28 | 29 |
| 30         | 31 |    |    |    |    |    |

| September '20 |    |    |    |    |    |    |
|---------------|----|----|----|----|----|----|
| Su            | M  | Tu | W  | Th | F  | Sa |
|               |    | 1  | 2  | 3  | 4  | 5  |
| 6             | 7  | 8  | 9  | 10 | 11 | 12 |
| 13            | 14 | 15 | 16 | 17 | 18 | 19 |
| 20            | 21 | 22 | 23 | 24 | 25 | 26 |
| 27            | 28 | 29 | 30 |    |    |    |

| October '20 |    |    |    |    |    |    |
|-------------|----|----|----|----|----|----|
| Su          | M  | Tu | W  | Th | F  | Sa |
|             |    |    |    | 1  | 2  | 3  |
| 4           | 5  | 6  | 7  | 8  | 9  | 10 |
| 11          | 12 | 13 | 14 | 15 | 16 | 17 |
| 18          | 19 | 20 | 21 | 22 | 23 | 24 |
| 25          | 26 | 27 | 28 | 29 | 30 | 31 |

| November '20 |    |    |    |    |    |    |
|--------------|----|----|----|----|----|----|
| Su           | M  | Tu | W  | Th | F  | Sa |
| 1            | 2  | 3  | 4  | 5  | 6  | 7  |
| 8            | 9  | 10 | 11 | 12 | 13 | 14 |
| 15           | 16 | 17 | 18 | 19 | 20 | 21 |
| 22           | 23 | 24 | 25 | 26 | 27 | 28 |
| 29           | 30 |    |    |    |    |    |

| December '20 |    |    |    |    |    |    |
|--------------|----|----|----|----|----|----|
| Su           | M  | Tu | W  | Th | F  | Sa |
|              |    | 1  | 2  | 3  | 4  | 5  |
| 6            | 7  | 8  | 9  | 10 | 11 | 12 |
| 13           | 14 | 15 | 16 | 17 | 18 | 19 |
| 20           | 21 | 22 | 23 | 24 | 25 | 26 |
| 27           | 28 | 29 | 30 | 31 |    |    |

## LEGEND

### Council Meetings

### Holidays

New Years Day - January 1, 2020

Family Day - February 17, 2020

Good Friday - April 10, 2020

Easter Monday - April 13, 2020

Victoria Day - May 18, 2020

Canada Day - July 1, 2020

Civic Holiday - August 3, 2020

Labour Day - September 7, 2020

Thanksgiving - October 12, 2020

Christmas Day - December 25, 2020

Boxing Day - December 26, 2020

### NO MEETINGS

January 1, 2020

### SUMMER RECESS-NO MEETINGS

July 15, 2020

August 5, 2020

August 19, 2020

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## TOWNSHIP OF ESSA STAFF REPORT

**STAFF REPORT NO.:** CAO058-19

**DATE:** December 4, 2019

**TO:** Committee of the Whole

**FROM:** Colleen Healey-Dowdall, Chief Administrative Officer

**SUBJECT:** Request for (In-Kind) Donation of Gravel to Utopia Gristmill

### RECOMMENDATION

That Staff Report CAO058-19 be received; and

That Council consider authorizing Roads staff to deliver 60 m<sup>3</sup> of A-gravel from our storage area to the Utopia Gristmill trail.

### BACKGROUND

The NVCA and Friends of Utopia Gristmill (Friends) have partnered together to construct a new walking trail on NVCA/Gristmill lands in Utopia, Essa Township. The NVCA has recently completed the trail base and these organizations are hoping that the Municipality would donate some gravel to overlay onto the trail.

### COMMENTS AND CONSIDERATIONS

Next year, the NVCA and the Friends will be starting on washrooms for trail users with the assistance of Trillium Foundation funding. This is all a part of the Gristmill's Master Plan to enhance the open space/green space under their care in Utopia.

It may be noted that the local community group is hosting a public meeting to discuss their efforts on December 11<sup>th</sup> at the Utopia Hall (at 7:00 pm).

### FINANCIAL IMPACT

The in-kind donation request of the Friends would cost the Municipality approximately \$1,250. The Manager of Public Works supports the request and has confirmed that we are able to provide and carry out the requested task. It should be noted that the Municipality has NOT provided any other financial support for the Master Plan or its implementation.

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## SUMMARY/OPTIONS

Council may:

1. Take no further action.
2. Approve the request of the Friends and direct staff to work with this community group as they are able around our own operations.
3. Deny the request.

## CONCLUSION

Option #2 is recommended.

Respectfully submitted:



Colleen Healey-Dowdall  
CAO

Attachments: None.

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## TOWNSHIP OF ESSA STAFF REPORT

**STAFF REPORT NO.:** CAO059-19

**DATE:** December 4, 2019

**TO:** Committee of the Whole

**FROM:** Colleen Healey-Dowdall, Chief Administrative Officer

**SUBJECT:** Public Transit (Bus) Tender Results

### RECOMMENDATION

That Staff Report CAO059-19 be received; and

That Council consider continuing to study the feasibility of providing public transportation in much the same manner as New Tecumseth as opposed to issuing a new Request for Proposals for either an accessible van or cut-away bus, for a period of 5 years with possible extensions, to run an Angus community route weekday mornings (3 runs) and late afternoons/evenings (3 runs) at an established cost of \$380,000 including a service contract, 2 used buses, bus stop improvements and a staff member.

### BACKGROUND

The Township of Essa has, since 2013, offered public transit to its residents of Angus. This involves a City of Barrie bus operating between Barrie, Angus and Base Borden (Route 90). Route 90 offers an in-town bus service in Angus and was previously partially funded by the County of Simcoe. This service will end on December 31<sup>st</sup> of this year with the County opting to go forward with multiple regional routes throughout the County. The 2019 cost of providing a City bus service in Angus has been approximately \$180,000. The Township has received about 8 calls from the public concerning the cancellation of the bus, most Base employees (6).

The County's bus service, Linx, has started 3 regional routes as of August 6<sup>th</sup>. At present, the County's Linx bus runs Monday to Friday, 13 hours a day. The Linx bus travels by Angus to Barrie on the hour, more or less, and by Angus to Wasaga Beach on the half hour.

### COMMENTS AND CONSIDERATIONS

A Tender was posted and circulated in November with a closing date of November 25, 2019, to seek out bids for a community bus service using an accessible cut-away bus. There was a total of 0 bids received.

Following discussion with the service provider for Clearview, Wasaga Beach, Collingwood and Blue Mountains, it would seem that the standard contract term is, on average, 7 years. Some student bus contracts are as short as 5 years but bus companies prefer a longer contract. This makes the purchase of buses and/or delivery of service feasible for them.

At present, it would seem that there is a "shortage" of cut-away buses in our area. The County recommends a brand new, fully loaded cut-away bus, but some of the other municipalities have found that used buses are acceptable provided there is a spare available in case of break-downs, etc. (the used bus cost is approximately \$50,000 whereas a new bus cost is approximately \$75,000 plus tax). It should be noted that a school bus is not able to be used since patrons frequently have strollers which do not fit down the aisle of a school bus.

The municipalities of Clearview, Wasaga Beach, Collingwood and Blue Mountains have all purchased buses for a local bus company to operate a municipal community bus service. The municipality owns the buses and is responsible for larger repairs and the bus company is responsible for regular maintenance and operation. The contract that Wasaga Beach has entered into, beginning in 2014 for 5 years plus 2, is attached to this report for Council's consideration.

Other facts to consider include that one of the neighbouring municipalities may be interested in the purchase of new buses which may make one or more used buses available, and as well, a new bus takes approximately 6-8 months to be delivered. All other municipalities have a staff member dedicated to public transit coordination (contract administration, fare collection, and accounting).

Essa will have no community bus service beginning January 1<sup>st</sup>. Renewing with the City of Barrie is not an option at this point as they have cancelled their route, and re-establishing this route would not be easy for them. The earlier suggested taxi option may or may not be feasible (accessibility, drivers and accounting are considerable factors to sort out) and Uber does not seem realistic as they struggle for drivers in the Angus area.

Other options for public transit could include "do nothing" which would save the municipality at least \$380,000 upfront and possibly about \$280,000 annually, or making contact to begin discussions with a neighbouring municipality to explore sharing a bus service, i.e. New Tecumseth. **It is staff's recommendation to pursue study of the matter at this time.** Of course Council could issue a new Request for Proposals for either an accessible van or a cut-away bus, for a period of at least 5 years, to run an Angus route weekday mornings and late afternoons/evenings (proposed 3 times in the morning and 3 times in the late afternoons/evenings). The suggested bus route is also attached for Council's consideration. This is a 15 km route which would take about 35-40 minutes to run.

## FINANCIAL IMPACT

Council has expressed interest to budget the same amount of money as contained in the 2019 municipal budget for public transit purposes (\$180,000). This would not be enough

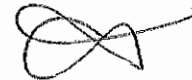


to start an Essa Township/Angus bus route. Rather, the municipality should budget \$380,000 in 2020 if it wishes to maintain a community bus service in Angus.

Should Council wish to continue with an Angus community bus service, then it would be able to apply for gas tax money for public transit purposes. Should it not opt to continue with this service at this time, it could still pursue its gas tax options with the County listed as the regional provider, to inquire as to funding for the Commerce Road/Peacekeeper (Linx) bus stop.

Essa would be saving money by not having a service available to start the year. (Note that of the 8 people that called to inquire about the discontinued service, all but two had needed service to the Base – 1 was a high school student living in a subdivision on Centre Street and 1 a college student). If Council chooses to attempt to re-establish a community bus service in Angus, it is also strongly recommended that a staff person be hired to coordinate the service, fare collection and expenses, and that the bus stops continue to be worked on to achieve improvements to the connecting stop with the Linx service. (These additional two suggestions could total another \$100,000.) Plus, other municipalities with a community bus service have had to purchase their own vehicles for the operator to use, with the recommendation that at least 2 vehicles be purchased to ensure a reliable service.

### SUMMARY/OPTIONS



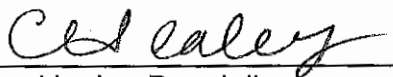
Council may:

1. Take no immediate action but rather continue to study the topic of establishing further bus service in Essa.
2. Issue a new Request for Proposals for either an accessible bus or cut-away bus for a period of 5 years with possible extensions, to run an Angus route weekday mornings and late afternoons/evenings.
3. Pursue discussions with Abe's Taxi of Angus (for a temporary time period).
4. Initiate discussions with neighbouring municipalities to consider sharing a public transit service.
5. Direct staff in another manner.

### CONCLUSION

Option #1 is recommended at this time until such time that it becomes apparent that a community bus is feasible for Essa in light of need and budgetary considerations.

Respectfully submitted:



Colleen Healey-Dowdall  
CAO

Attachments:  
Wasaga Beach Contract  
Proposed Angus Bus Route Map

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**AN AGREEMENT FOR THE PROVISION OF  
TRANSIT OPERATION SERVICE  
IN THE TOWN OF WASAGA BEACH AND AREA**

THIS AGREEMENT dated this 17 day of July, 2014

**BETWEEN:**

**FLOYD SINTON LIMITED**  
("Sinton Landmark" or "Operator")  
(Of the First Part)

- and -

**THE CORPORATION OF THE TOWN OF WASAGA BEACH**  
("Town")  
(Of the Second Part)

**WHEREAS** the Town of Wasaga Beach desires to provide a fully accessible transit service to the persons within the Town.

**AND WHEREAS** the Town and the Operator have agreed to the terms and conditions for the operation of the system.

**THEREFORE** in consideration of the covenants provided for in this Agreement, the parties agree as follows:

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**3. Definitions ..... 2**

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**6. Payment for Service ..... 4**

**7. General Conditions ..... 5**

**8. Operator Responsibilities ..... 7**

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List of Appendices

APPENDIX 'A'

Operators Submitted Proposal

APPENDIX 'B'

Transit Route Map

APPENDIX 'C'

Services to be Provided

APPENDIX 'D'

Vehicle Fleet Description

APPENDIX 'E'

Fare Structure

APPENDIX 'F'

Transit Facility/Garage

## 1. Scope

The Parties agree to carry out their duties and responsibilities under this agreement in a way that supports the achievement of the following objectives.

- To provide conventional fixed route service through the operation of a safe, efficient, reliable, customer-service orientated transit service with well trained, supervised, managed and motivated professional bus drivers, maintenance staff, dispatchers, management and supporting staff using clean and well maintained transit buses.
- To make Wasaga Beach Transit a recognized high performer in order to complement and enhance the reputation of the geographical area of South Georgian Bay as preferred locations to live and work.
- To deliver services in a manner that maximizes ridership, optimizes the effectiveness of scheduled revenue hours, increases passenger revenues, maximizes positive customer comments, minimizes negative customer comments, minimizes fuel consumption, works diligently to protect the environment, and to reduce its carbon footprint and provides these services at reasonable cost.
- To provide a public transit service that is attractive to the citizens of Wasaga Beach as an alternative to single occupancy vehicles.
- To provide experience and knowledge in the development and/or operation of new revenue generating proposals to improve the affordability of transit services within the region, thereby supporting the long term sustainability of public transit.

### 1.1. Wasaga Beach Transit

The Operator agrees to provide the operation and maintenance of Wasaga Beach Conventional Transit System under this contract within The Town of Wasaga Beach with Town of Wasaga Beach owned buses for a minimum contract period of **5 years** with the option of a 2 year extension.

## 2. Compliance with Applicable Laws

The Operator shall comply with all legislation and regulations which may be applicable to the Services, including, but not limited to, the following:

- (a) Accessibility for Ontarians with Disabilities Act ("AODA");
- (b) Occupational Health and Safety Act (Ontario);
- (c) Ontario Highway Traffic Act;
- (d) Ontario Human Rights Code;
- (e) Ontario Employment Standards Act (ESA)
- (f) Pay Equity Act (Ontario); and
- (g) Environmental Protection Act (Ontario).
- (h) Workplace Safety and Insurance Act, 1997

This Contract is subject to the above-mentioned legislation and all other applicable laws of the Province of Ontario and Canada.

## 3. Definitions

Unless otherwise specified in this RFP, capitalized words and phrases have their prescribed meaning set out in the Agreement.

**"Accident"** means any occurrence which causes bodily injury or property damage to a third part or to a bus;

**"Annual"** means twelve months;

**"Agreement"** means the legal contract agreed upon, signed and sealed by both the successful Proponent and the Clerk and Mayor of the Town of Wasaga Beach;

**"Billable Hours"** means the period of time during which the Operator is paid for service under this contract and includes Revenue Service only;

**"Bus"** means any bus operated by the Operator under this contract;

**"Bus Operator"** means a driver who operates a bus under this contract;

**"Business Day"** means Monday to Friday excluding Saturdays and Sunday and Holidays;

**"Conflict of Interest"** means a set of circumstances that creates a risk that professional judgment or actions regarding a primary interest will be unduly influenced by a secondary interest;

**"Director"** means the Director of Public Works for The Town of Wasaga Beach or his/her designate;

**"CAO"** means the Chief Administrative Officer for The Town of Wasaga Beach;

**"CVOR Certificate"** means a Commercial Vehicle Operator's Registration certificate issued under the *Highway Traffic Act*;

**"Holiday"** means New Years' Day, Family Day, Good Friday, Easter Sunday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, and Boxing Day or any other day proclaimed as a civic holiday in the Province of Ontario;

**"Hourly Rate"** means the amount payable to the Operator by the Town of Wasaga Beach for each Billable Hour;

**"Incident"** means any occurrence, other than an Accident, which impedes service delivery and may include any altercation between passengers or between a passenger and the Bus Operator, or any threatening or offensive behavior, or passenger health issue unrelated to the operation of the bus;

**"Proposal"** means all the documentation submitted by the Proponent in response to this RFP, which has been accepted by the Town, in whole or in part;

**"Services"** mean the goods and/or services to be provided by the Operator to the Town;

**"Operator"** means the successful Proponent that has signed the Agreement;

**"Town"** means the Corporation of the Town of Wasaga Beach;

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**4. The Services**

**4.1. Operation and Maintenance of Wasaga Beach Conventional Transit**

- The Operator will be responsible for the day to day operation of two (2) fixed routes within the Town of Wasaga Beach.
- The Operator will be responsible to be familiar with all routes to ensure all drivers are aware of stop locations in the event a sign is missing or not visible due to inclement weather so that passengers are not left behind.
- The Town of Wasaga Beach will provide the Operator with three (3) Town Owned Buses which the Operator will be required to insure and maintain. Monthly maintenance records are to be kept on file at the Operator's garage and will be available upon the Town's request at any time.
- Buses are required to be washed and cleaned inside and out at the end of each day.
- The Operator is required to take manual passenger counts during each and every shift. At month's end, the Operator will provide the Town with a detailed summary of the monthly ridership by time and date.
- The Operator is required to report any damage or deficiency of bus stops and shelters, including winter snow conditions.
- The Operator is required to announce ALL stops through the vehicle P.A. system.



**5. Term of Contract**

- 5.1. The start-up of the service under this contract will begin on August 1, 2014 and will terminate on August 1, 2019.
- 5.2. The Town in its sole discretion may extend the Contract, for an additional term up to two years at the tendered rate as stipulated in the Operator's successful proposal outlined in "Appendix A".

**6. Payment for Service**

- 6.1. The Town's payment is NET 30 days.
- 6.2. The Town shall pay to the Operator the applicable hourly rates for each billable hour of service as stipulated in the Schedule of Items and Prices in the Operator's submitted proposal outlined in "Appendix A".

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## 7. General Conditions

- 7.1. The Operator is excused from their obligations under this contract during any period in which the Operator is prevented from providing conventional transit service or conventional transit terminal service by fire, riot, Act of God or as determined by the Town during inclement weather conditions.
- 7.2. The Town may cancel the contract on seven (7) days written notice if any Operator fails to operate the conventional transit service on six (6) consecutive days for any reason except due to fire, riot, strike or Act of God.
- 7.3. In the event that the Operator is unable to provide regular transit service and/or vehicle maintenance for any reason, except under the above item 7.2, the Town has the right to have access to its vehicles and to operate and/or maintain the Town owned vehicles at the Town's expense until such time as the Operator is able to resume duties. In either case, the Town agrees that the vehicles will be operated and maintained by competent and properly licensed individuals.
- 7.4. The personal integrity of the Operator being a significant factor in this contract, the Operator shall not sublet, subcontract or assign any of the work of this agreement or change its effective, corporate control without the written consent of the Town previously obtained. This agreement shall ensure to the benefit of and be binding upon the parties, their respective successors and assigns.
- 7.5. Since service to the citizens and users is of paramount importance to both the Town and the Operator, the parties agree that they shall endeavour to provide a good, efficient conventional transit and on time service for the citizens and users. The Operator and its drivers are expected to offer polite and courteous service as this is a direct reflection of the services provided by the Town.
- 7.6. It is recognized by the Town that a certain portion of the Operator's costs are fixed and that the agreed rate contained in this contract reflects these costs. Should the Town request an increase in service resulting in a projected increase in total annual hours in excess of 20% of the hours specified in the proposal, the Town shall have the right after an experimental period, to request the Operator to revise the rate charged.
- 7.7. If the Town requests a reduction in the total annual vehicle hours, in excess of 20% of the hours of operation the Operator shall have the right to submit revised costs. The Town has the right to verify the hourly rate charged after service charges are reduced 20% or more of annual hours specified in the proposal. If bus service is to be reduced, the Town shall give the Operator thirty (30) days' notice of its intentions to do so.
- 7.8. The Town may require the Operator to provide conventional bus service on extensions of existing routes, on one or more new routes for extended hours of operation, or at an increased service frequency, from time to time, on an experimental basis. Upon receiving notice from the Town, the Operator shall provide such service, in accordance with availability of equipment, at the rate for buses as defined in the contract. The Town shall give notice to the Operator to discontinue the experimental service or give notice to the Operator to continue

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such bus service for a period of time as the Town shall decide. When implementing or withdrawing this service, the Town will respect the required notice the Operator must extend to the Operator's employees. The Town may also require the Operator to provide service on Statutory Holidays. Service on Statutory holidays will be at the tendered rate as stipulated in the form of schedule of unit prices.

7.9. In the event of any dispute between the Operator and the Town during the term of this agreement, either party hereto shall give to the other notice of such dispute. Thereupon the following arbitration provisions shall apply:

- The Operator and the Town shall jointly choose a single arbitrator, acceptable to both to hear and decide the matters in dispute. The decision of the arbitrator shall be binding on both parties.
- In the event that the parties should be unable to agree on the choice of a single arbitrator, each party shall appoint an arbitrator and they shall jointly select a third and the decision of any two shall be final and binding upon the parties.
- The selection of arbitrators shall take place within seven (7) days of giving of notice of dispute as herein before provided. If selection has not occurred in seven (7) days then the arbitrator selected by one party shall be the sole arbitrator.
- The Operator and the Town shall pay the cost of the arbitration. The arbitrator or arbitrators shall determine what portion each party shall pay.
- The ruling of the single arbitrator or a majority of the three arbitrators shall be final and binding upon the parties and complied with the parties forthwith.
- During the period of any arbitration proceedings there shall be no interruption of the conventional transit service.
- Any notice required to be given or served on any party under the provisions of this contract shall be in writing and delivered personally by prepaid registered post, addressed to either of the parties at their address specified in the contract:

Attention: Clerk  
 The Corporation of the Town of Wasaga Beach  
 30 Lewis Street  
 Wasaga Beach, Ontario  
 L9Z 1A1

Attention: John Turney, Vice-President  
 Floyd Sinton Limited  
 16 Industrial Parkway South  
 Aurora, Ontario  
 L4G 0R4

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- Service of notification shall be effective from the date of personal delivery or on the next business day after posting of the registered letter.

7.10. Provided that if the goods or chattels of the Operator shall be at any time seized or taken in execution or in attachment by any creditor of the Operator, or if the Operator shall make any assignment for the benefit of creditors or become bankrupt or insolvent, or in the case of a company, if any order is made for the winding up of the Operator, the agreement shall immediately become forfeited and void.

7.11. Operate all forms of transportation in accordance with AODA Integrated Accessibility Standards O.Reg 191/11.

## 8. Operator Responsibilities

- 8.1. The operator will be responsible for the day to day operation of two (2) fixed routes within the Town of Wasaga Beach, serving a town wide system with approximately 110 stops. The Operator will be responsible to be familiar with all routes to ensure all drivers are aware of stop locations in the event a sign is missing or not visible due to inclement weather so that passengers are not left behind.
- 8.2. The Town of Wasaga Beach will provide the Operator with Three (3) Town Owned Buses which the Operator will be required to insure and maintain.
- 8.3. Monthly maintenance records are to be kept on file at the Operator's garage and will be available upon the Town's request at any time.
- 8.4. Pay all expenses associated or connected with operating and maintaining the conventional transit system except as specifically excluded by the contract. These expenses include but are not limited to supplying transfers, cleaning, maintaining and operating the buses, including the replacement and repair as required of engine and transmission items caused by normal wear; lights, brakes, tires, upholstery, windows, mirrors, and all moving and stationary parts of the buses. Major engine, transmission, and body work which falls outside of the factory warranty will not be the operator's responsibility, unless it is determined that causes were due to operator neglect.
- 8.5. Have available and immediately supply at the Operator's expense one (1) standby vehicle of a type and condition approved by the Town to provide and maintain regular service in the event that one or more of the vehicle fleet is out of service. The standby vehicle shall be used by the Operator while Town owned vehicles are temporarily out of service for repairs. The standby vehicle must be able to provide the same number of seating as well as provide accessible service similar or better than the Town's vehicles. The standby vehicle is not required to be town colours; however, must be identifiable with the Town transit name or logo. Fuel reimbursement for the standby vehicle will require a detailed summary of the dates the vehicle was used, price of fuel at time of use and number of litres used, and which route was being travelled.

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- 8.6. Maintain all buses to peak efficiency in accordance with the manufacturer's recommendations for service, including any supplements or service letters issued by the manufacturer during the term of the agreement. Records must be kept to the satisfaction of the Town of all mileage, road calls, maintenance and service for each individual vehicle. The Operator shall use only top grade, oils, greases, fluids, etc. as specified by the vehicle manufacturer.
- 8.7. The operator agrees to meet the Town's requirements for the provision of services to persons with a disability.
- 8.8. Upon termination of this contract the Operator shall turn over to the Town its vehicles in a repaired, serviced and maintained condition subject to normal wear and tear over the period of the contract and supply a Certificate of Mechanical Fitness for each Town owned vehicle.

#### **9. Responsibilities of the Municipality**

- 9.1. Pay the Operator at the rate set forth in the agreement within thirty (30) days of receiving from the Operator a copy of the proceeding month's operating records.
- 9.2. Pay the Operator for hours actually operated in revenue producing service. There will be no allowance for trips missed or for hours accumulated other than scheduled routes (e.g. no allowance for road calls, and no allowance for time travelling to and from storage). Changes in vehicle hours resulting from any major service changes shall be calculated from the bus schedules.
- 9.3. In the event of a violation by the Operator, including failure of the Operator to make any payments due to the Town, a holdback shall be withheld from the next monthly payment for operational costs by the Town.
- 9.4. Establish the days, hours and frequency of operation, and the number of routes and operational buses required or as modified from time to time and as currently shown in Appendix 'C'. The Town reserves the right to temporarily shut down or alter the conventional transit system in whole or in part due to storms, parades, street closures, etc. Payment for the buses and drivers on standby shall be paid as per the hourly contract rate. The Town reserves the right to modify, extend or cancel any route and the hours of operation.
- 9.5. Establish the type of fare system and rates for fares to be deposited directly into the fare box by the passenger and in no event by the bus driver. The fare rates are set forth in Appendix 'E'. The Town may determine categories of passengers whom are permitted to use the system without paying a fare and upon notification by the Town; the Operator will permit these riders to ride the buses without depositing a fare.
- 9.6. Provide and pay for all fuel required to operate the conventional transit system. The Town of Wasaga Beach will provide the Operator with access to the municipal fuelling depot at 150 Westbury Road (Public Works Yard) which will be

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used to fuel transit buses owned by the Town of Wasaga Beach only. In the case where the fuel is not available at the fuel depot for unforeseen circumstances and/or pump maintenance, the Town will be responsible for arranging an account with a fuel provider within the Town. Fuel Reimbursement during these events will require a detailed receipt, summary of the dates, price of the fuel at time of use and mileage recorded at time of filling up.

- 9.7. Upon receipt from the Operator of each day's fare revenue to the designated Municipal official, count such fares and keep records thereof.
- 9.8. Pay all vehicle-licensing fees for vehicles owned by the Town.
- 9.9. Appoint, on or before the implementation date of the system, a Coordinator who will be the Town's representative in the normal daily operation of the service and be responsible for maintaining records kept by the Town.
- 9.10. Erect and maintain bus stops and shelters as the Town determines.
- 9.11. Be responsible for the maintenance of bus stops and shelters.
- 9.12. To the extent that the Town has jurisdiction it will endeavour to prohibit cars parking at bus stops and enforce such prohibition; notify the Operator of impending construction projects or other factors which may necessitate a temporary detour from the routes; keep roads and streets in reasonable repair and clear of ice and snow as promptly as possible; cut tree limbs and remove any obstructions to vehicle's or driver's vision.
- 9.13. Have the right to terminate this contract on the grounds of breach of the contract by the Operator in the event of non-compliance by the Operator of legal directives issued by the Town under the terms of this contract or with any directives issued through arbitration.
- 9.14. Reserve the right to have the transit vehicles inspected by an authorized representative from time to time. The Operator is required to sufficient space at the Operator's garage for the authorized representative to inspect the vehicles. The Operator shall make all repairs and replace defective parts as outlined on the resulting inspection reports immediately.

## 10. Operator Company Requirements

The operating Company is responsible for the day to day delivery of transit services on the road through the employment and management of all drivers, mechanical servicing, customer service, and other support staff. In carrying out these activities, the Operating Company must make all reasonable efforts to do so in a manner that seeks continuous improvements in the performance of the transit system and the delivery of overall customer satisfaction. The operating company is required to provide the following transit services:

### 10.1. System Management and Performance

This contract requires the Operating Company to have a formal and qualified management structure in place to direct, manage and supervise the Operating Company's activities and employees in performing the Transit Services as per the Service Specifications, contract documents, applicable legislation and many Transit Standards as may be amended from time to time. In carrying out these activities, the Operating Company must do so in a manner that seeks the continuous improvement in system performance and overall customer satisfaction in all aspects of Transit Systems. In support of continuous improvement, The Town of Wasaga Beach requires that the Operating Company's senior management will meet with staff on a quarterly basis to ensure all needs are being met.

### 10.2. Performance Monitoring

The Operating Company will be required to monitor, collect and remit accurate information on a monthly or annual basis as part of their operational responsibilities. Other information comes from data monitored and collected by the municipality via financial information, fare box, and riders' feedback.

In addition to the indicators focused on the Operating Company's performance, Wasaga Beach also measures and reports publicly other traditional public transit Key Performance Indicators (KPIs) that relate to the system performance as a whole, including rides per hour, rides per capita, cost per hour, cost per kilometre and cost per passenger. Wasaga Beach prepares this information based on information provided by the Operating Company, and other budget information.

### 10.3. Cost Management – Accounting and Billing

The Operating Company is required to have a reliable and efficient accounting system and program in order to deliver timely and accurate billing, cost controls and budget management capabilities.

### 10.4. Human Resources and Staffing Management

The goal is to create an adaptable, socially responsible organization that lives the values of Safety, Customer Service, Sustainability, Integrity, Innovation and Collaboration. Wasaga Beach requires that the Operating Company have a formal Human Resources & Staffing Plan that supports this goal and fosters continuous improvement in personal performance and accountability within its employees. As part of this responsibility the Operating Company must have a Human resources & staffing management plan that shall include the following:

- a. A recruitment and retention plan that outlines how the Operator will hire, motivate and maintain their employees (especially drivers) to ensure the ongoing provision of the transit services;
- b. A performance management plan outlining how they will create and maintain a motivated and engaged labour force;
- c. A formal progressive discipline framework outlining how employee incidents will be disciplined especially those relating to unsafe practices or those that are high in frequency or severity;

The Operating Company will conduct all driver background checks and license reviews (including abstract reviews) required under provincial and federal legislation, regulations, standards and codes; and each of the Operating Company's transit drivers who operated a public transit vehicle in service will;

- A. possess, a license in good standing with respect to, all necessary licensing required under provincial and federal legislation, regulations, standards and codes to permit them to operate a public transit vehicle carrying passengers;
- B. have received all necessary training required under provincial and federal legislation, regulations, standards, and codes for the vehicles they are operating; and
- C. have received all necessary training on the vehicles they are operating to ensure they can operate them in a safe manner.

The Operator will ensure that all employees in regular contact with the public are able to effectively communicate verbally in English with passengers and other in the course of their duties, including comprehension of written instructions, policies and procedures, and completion of any required written reports and forms

The Operator's management staff shall be responsible for the safe and efficient delivery of the Service and managing the workforce, including consultants and subcontractors retained by either the Town or the Operator.

The Operator shall immediately remove from providing the service pending review any individual if the Town determines, following reasonable inquiry, that the conduct of the individual compromises the quality of service delivery. The Operator shall be responsible for any expenses incurred as a result of the removal of any employee, including any claim of termination of severance of pay.

**10.5. Service Delivery – Operations Management**

The Operating Company is responsible for day to day management, staffing and operations for the delivery of the Transit Service as specified outlined within the General Specifications. These activities include all daily service oversight & supervision, vehicle and driver assignments, custom transit eligibility registrations and

ride bookings, maintenance and operations coordination, incident response and service recovery.

To support this delivery, the Operating Company is required to have and follow a service operations plan for both the Conventional and, in the case of the Town of Wasaga Beach, Custom Transit Service in each of the Transit Systems and to detail how they will deliver the Service Specifications in an efficient, safe, reliable and effective manner while ensuring timely and responsive customer service. The plan should outline the total staffing requirements by position, the number of staff for each position and the transit system or location they will each be assigned to. The plan should also explain all key components of the Operator's operations and related procedures to deliver the transit system on a day to day basis.

#### **10.6. Maintenance of the Conventional and/or Custom Transit Fleet**

The Operating Company is responsible for the management, administration, staffing and delivery of all activities necessary for day to day maintenance and servicing of all of Wasaga Beach fleet vehicles and related equipment in a manner that provides safe, reliable and cost effective public transit. These responsibilities include all maintenance tracking, work plan and work order development, parts and inventory management and commercial vehicle inspections.

- 10.6.1.** The Operator shall make available sufficient maintenance staff, including certified diesel technicians, apprentices, and maintenance support under the term of this contract.
- 10.6.2.** The Operator shall make available the services of a sufficient number of full time Truck and Coach 310T Certified Diesel Technicians to meet minimum performance standards throughout the term of this contract.
- 10.6.3.** The Operator shall ensure that qualified personnel possessing appropriate licences and certification perform bus maintenance as mandated by legislation.
- 10.6.4.** The Operator may employ apprentices to perform additional maintenance responsibilities in accordance with applicable legislative requirements.
- 10.6.5.** If the Operator at any time proposes to use any subcontractor for bus maintenance service, the operator shall provide the Town with notice prior to the work being completed that the proposed subcontractor has the capability and experience relevant to the maintenance of the Town owned buses.

#### **10.7. Fare Collection and Security Management**

The Operating Company is responsible for passenger fare collection on all fleet vehicles and all site security over the fare boxes and revenue up to the point of delivery to the Municipal office. This includes the daily dumping or securing of the revenue collected so that no revenue is left on the bus overnight. Additionally, the



Operating Company is responsible to ensure uncompromised security of the Operations Facilities and related assets.

With respect to the fare revenues, the Operating Company is required to verify and ensure the appropriate fare is paid on every trip and ensure all revenues collected remain secure while in the Operating Company's control. With respect to the Operations Facilities security, the Operating Company is required to ensure that they control access to each site and control access to those areas requiring additional security (e.g. fare vault or parts inventory room). In carrying out these responsibilities, the Operating Company is required to have a fare collection and security management plan.

#### **10.8. Staff Training, Health and Safety and Emergency Management**

The Operating Company is responsible for providing training to its employees and having a sufficient number of training staff to ensure all staff receives comprehensive and timely training. The Town of Wasaga Beach requires that all staff will receive updated training pertaining to their job on an ongoing basis. Specific training shall include:

- Health and Safety Training
- AODA Integrated Accessibility Standard Training
- Violence and Harassment in the Workplace
- Defensive Driving
- Customer Service
- Sensitivity Training
- First Aid and CPR

#### **10.9. Customer Service Training**

The Operating Company is responsible to provide all day to day customer service in a customer-oriented and timely fashion that seeks to continuously improve the public's experience with the local public transit system and the public's perception of public transit overall. The Operating Company is required to have a comprehensive customer services plan that outlines the organization, roles, procedures and customer service goals they will have in place, for each of the systems that comprise the both Town's transit systems, to deliver customer-oriented service that supports the needs of riders and instils a sense of employee pride in the local transit service.

#### **10.10. Transit Innovations**

The Town desires continuous improvements to the delivery of Transit Services within all of its transit systems. The Operating Company is expected to reflect its expertise and commitment to delivering continuous improvement by establishing plans and goals that are well matched in scope and size to the size of the system to:

- a. Improve the knowledge and image of transit locally as a preferred means to travel through new rider outreach programs;
- b. Improve the rider's experience through positive interactions with its employees;

- c. Participate in local activities to promote the transit system;
- d. Aid Local Government Partners in planning, scheduling and delivering the best possible transit service; and
- e. Promote more efficient and effective use of resources (e.g. specific goals they will seek to improve labour work rules in support of greater efficiency).

#### 11. Operator Insurance Liability and Conformance to Applicable Law

- 11.1 The Operator shall indemnify and save harmless, the Town from loss, damage, expense and all lawsuits, claims, proceedings, causes of action and demands arising either directly or indirectly, by reason of or connected in any way with the operation or maintenance of the conventional transit system.
- 11.2 The operator shall maintain and pay for Commercial General Liability Insurance, which coverage shall include premises and all operations liability to be performed by the Operator, his/her employees, and/or agents. This insurance coverage shall be subject to limits of not less than Eight Million Dollars (\$8,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof for any one occurrence and is required to have cross liability and severability of interest.
- 11.3 Where applicable, the Operator shall carry Standard Automobile and Non Owned Automobile Liability Insurance and shall protect against all liability arising out of the use of owned or leased vehicles, used by the Operator, its employees or agents. The limits of liability for both owned and non-owned vehicles shall not be less than Two Million Dollars (\$2,000,000.00)
- 11.4 The Operator shall carry a \$5,000 per passenger property damage insurance.
- 11.5 The insurance certificate shall name *The Corporation of the Town of Wasaga Beach* as additional insured with the Operator shown by endorsement and shall be only cancellable on thirty (30) days written notice to the Town by the insurer and the Operator shall ensure that the Town is provided with a certified copy of a new policy of insurance forthwith. Proof of new or renewed insurance shall be filed with the Town thirty (30) days before termination of the existing insurance. In addition the Operator shall provide collision and comprehensive (fire, theft, etc.) insurance for the Town's vehicles with any and all deductible amounts paid by the Operator for all perils. Proof of insurance is to be kept aboard buses at all times.
- 11.6 Such insurance shall pay, in the case of total loss, the depreciated value of the bus. The Operator shall be responsible for claims and damages within this limit. The Town shall negotiate any settlement of a claim under the policy.
- 11.7 Provided and it is further agreed that any condoning, excusing or overlooking by the Town of any default, breach or non-observance by the Operator at any time or times in respect of any covenants, agreement, proviso or condition herein

contained shall not operate as a waiver of the Town's right hereunder in respect of any such subsequent default, breach or non-observance.

- 11.8 Operator shall be required to produce a letter of good standing from the Workplace Safety and Insurance Board at the start of the contract, annually and/or from time to time as may be required by the Town.
- 11.9 Operate the vehicles in accordance with Municipal by-laws and applicable federal and provincial statutes and regulations.
- 11.10 The Town may review quarterly a copy of the Commercial Vehicle Operator's Registration Certificate (CVOR Certificate) issued under the Highway Traffic Act covering the operation of all vehicles under this contract.


**12. Termination**

- 12.1 This Agreement will continue in force for a period of five (5) years and thereafter may be automatically renewed on a year-to-year basis; subject to Council's approval.
- 12.2 Any party to the Agreement may withdraw by giving ninety (90) days written notice to all other parties, or such earlier time as agreed upon by all the parties.
- 12.3 In the event that a party withdraws or is terminated, that party will not accrue any further liability under this Agreement following the date of termination.
- 12.4 The parties agree to work collaboratively and in cooperation with each other. A party may be terminated as a party to this Agreement if:
  - the party represents itself in a manner that would damage the reputation or viability of any other party to this Agreement and the dispute is not successfully solved by mediation; or
  - the party elects to work competitively against any other party, in contravention to clause 7.3 herein, and the dispute is not successfully solved by mediation.


IN WITNESS WHEREOF the parties have hereunto executed these presents as evidenced by the signatures of their authorized officers.

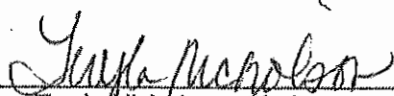
SIGNED, SEALED AND DELIVERED

FLOYD SINTON LIMITED,

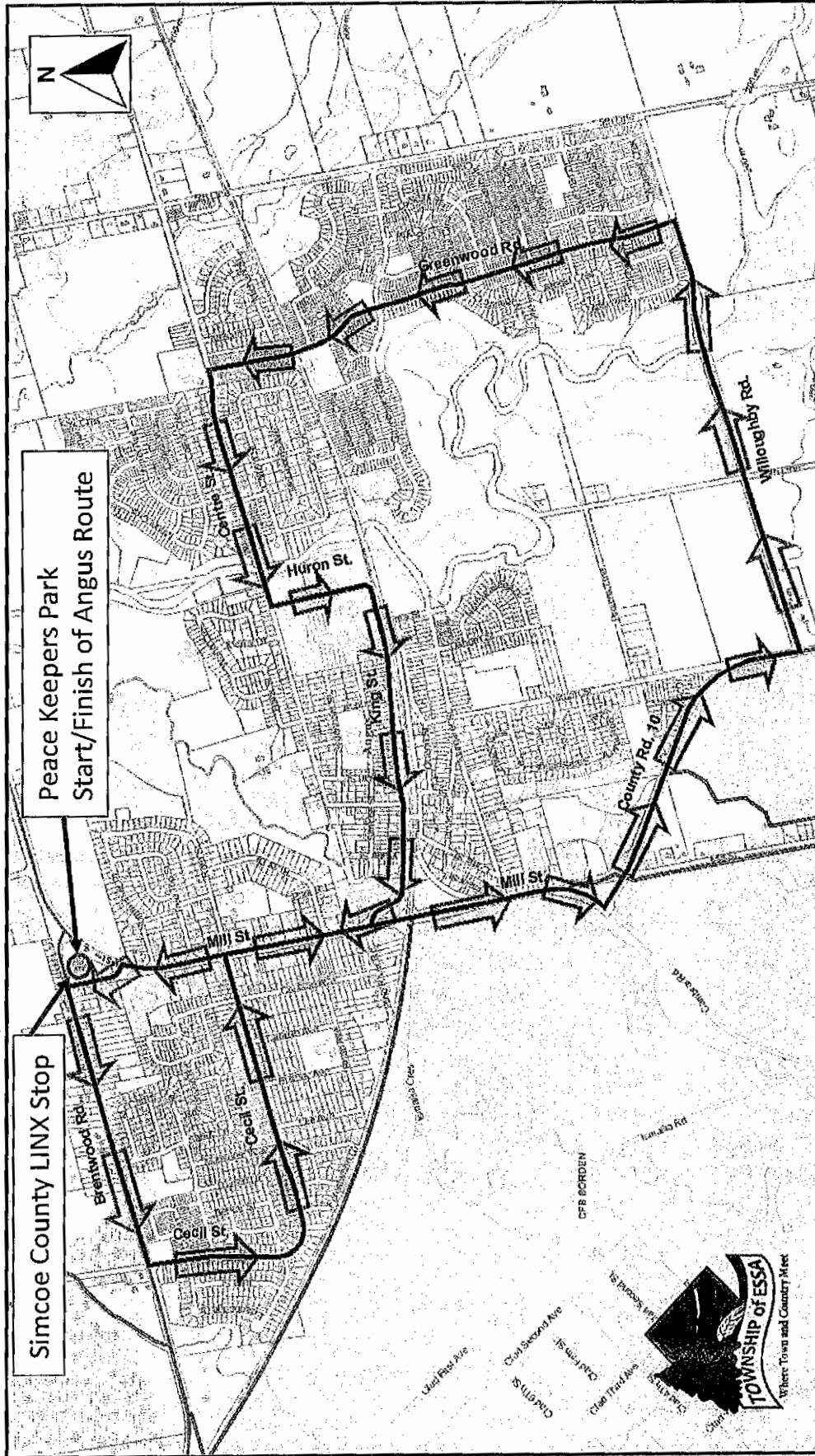
  
\_\_\_\_\_  
John Turney  
Vice President  
(I have authority to bind the corporation)

THE CORPORATION OF THE TOWN OF WASAGA BEACH

Per:   
\_\_\_\_\_  
Cal Patterson, Mayor

  
\_\_\_\_\_  
Twyla Nicholson, Clerk  
(We have authority to bind the corporation)

# Proposed Angus Bus Route





# TOWNSHIP OF ESSA STAFF REPORT

**STAFF REPORT NO.:** CAO060-19

**DATE:** December 4, 2019

**TO:** Committee of the Whole

**FROM:** Colleen Healey-Dowdall, Chief Administrative Officer

**SUBJECT:** Municipal Land Inventory

## RECOMMENDATION

That Staff Report CAO060-19 be received; and

That Council direct staff to report further on property matters.

## BACKGROUND

Council asked staff to create an inventory of all municipal-owned properties. As such, please find some maps and a complete listing of all municipal lands (approximately 166). Some of these land holdings are parks, some are stormwater drainage lands, some open space – undevelopable, some water-service related and others of a miscellaneous category.

It is recognized that the listing is not the most public-friendly at this point, but this could be improved by staff over the course of time.

## COMMENTS AND CONSIDERATIONS

It is expected that the Municipal Land Inventory may be used to inform property acquisition/disposition decisions.

## FINANCIAL IMPACT

None.

## SUMMARY/OPTIONS

Council may:

1. Take no further action.
2. Receive the information as presented.
3. Direct staff to report further on property matters.

4. Direct staff as they may so wish.

**CONCLUSION**

Option #2 and #3 are recommended.

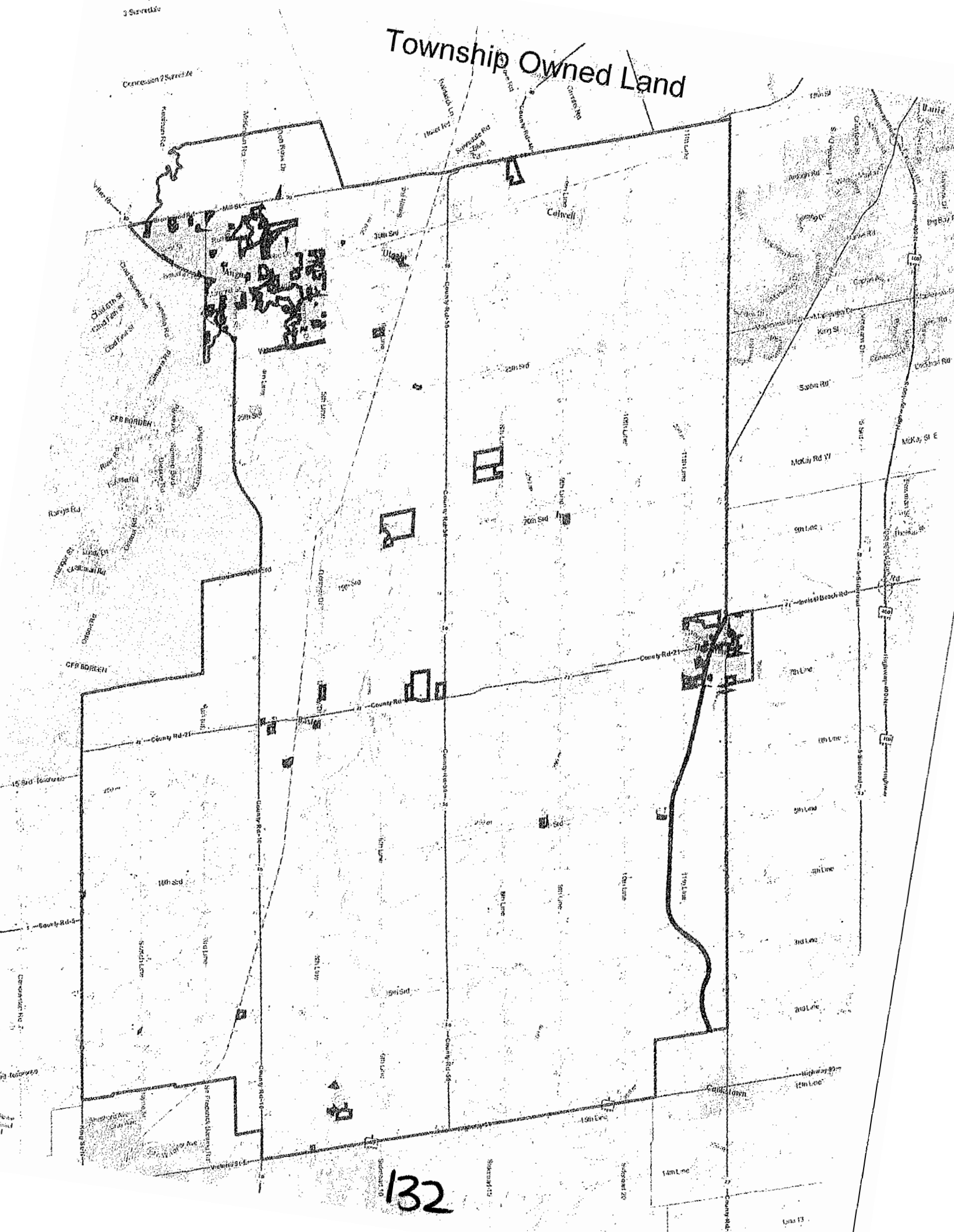
Respectfully submitted:



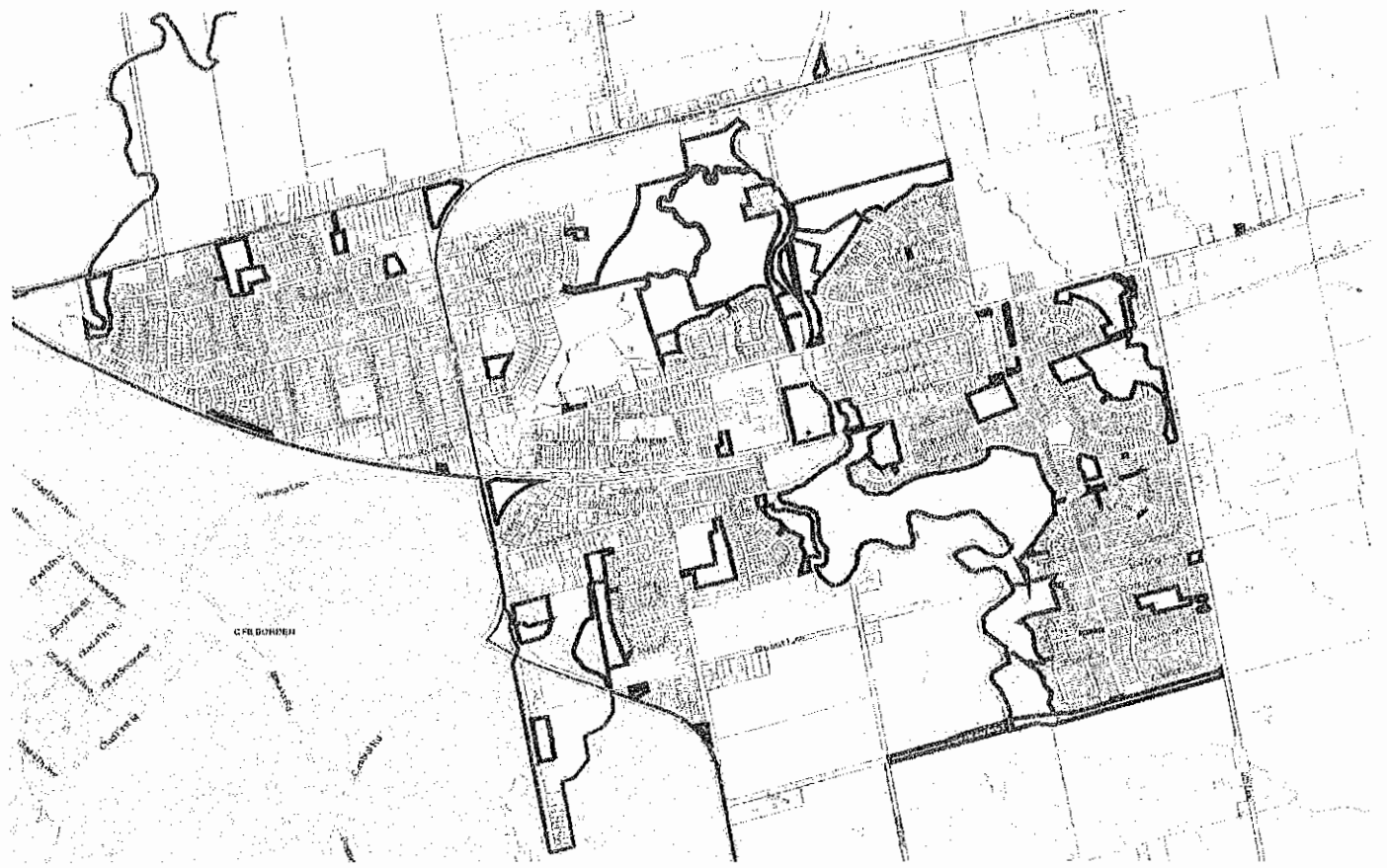
\_\_\_\_\_  
Colleen Healey-Dowdall  
CAO

Attachments:  
Township Owned Lands maps and listing

# Township Owned Land









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| Shape   | OBJECTID | ARN             | OWNER         | Jurisdiction |
|---------|----------|-----------------|---------------|--------------|
| Polygon | 248667   | 432101000102001 | ESSA TOWNSHIP | ESSA         |
| Polygon | 248693   | 432101000103701 | ESSA TOWNSHIP | ESSA         |
| Polygon | 248764   | 432101000108510 | ESSA TOWNSHIP | ESSA         |
| Polygon | 248931   | 432101000117950 | ESSA TOWNSHIP | ESSA         |
| Polygon | 248967   | 432101000118540 | ESSA TOWNSHIP | ESSA         |
| Polygon | 249256   | 432101000209510 | ESSA TOWNSHIP | ESSA         |
| Polygon | 249258   | 432101000209530 | ESSA TOWNSHIP | ESSA         |
| Polygon | 249385   | 432101000300200 | SIMCOE COUNTY | ESSA         |
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| Polygon | 249387   | 432101000300400 | ESSA TOWNSHIP | ESSA         |
| Polygon | 249388   | 432101000300500 | ESSA TOWNSHIP | ESSA         |
| Polygon | 249389   | 432101000300510 | SIMCOE COUNTY | ESSA         |
| Polygon | 249441   | 432101000302900 | SIMCOE COUNTY | ESSA         |
| Polygon | 249539   | 432101000305500 | ESSA TOWNSHIP | ESSA         |
| Polygon | 249703   | 432101000314300 | ESSA TOWNSHIP | ESSA         |
| Polygon | 249757   | 432101000316700 | SIMCOE COUNTY | ESSA         |
| Polygon | 249798   | 432101000400120 | SIMCOE COUNTY | ESSA         |
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| Polygon | 436981   | 432101000436900 | ESSA TOWNSHIP | ESSA         |
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| Polygon | 250462   | 432101000442801 | ESSA TOWNSHIP | ESSA         |
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| Polygon | 250629   | 432101000443131 | SIMCOE COUNTY | ESSA         |
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| Polygon | 250631   | 432101000443201 | ESSA TOWNSHIP | ESSA         |
| Polygon | 250691   | 432101000443690 | ESSA TOWNSHIP | ESSA         |
| Polygon | 250759   | 432101000444150 | ESSA TOWNSHIP | ESSA         |
| Polygon | 250967   | 432101000444810 | ESSA TOWNSHIP | ESSA         |
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| Polygon | 251080   | 432101000446000 | SIMCOE COUNTY | ESSA         |
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| Polygon | 724626   | 432101000450840 | ESSA TOWNSHIP | ESSA         |
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| Polygon | 251932   | 432101000612148 | ESSA TOWNSHIP | ESSA         |
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| Shape   | OBJECTID | ARN             | OWNER         | Jurisdiction |
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## TOWNSHIP OF ESSA STAFF REPORT

**STAFF REPORT NO.:** CAO061-19

**DATE:** December 4, 2019

**TO:** Committee of the Whole

**FROM:** Colleen Healey-Dowdall, Chief Administrative Officer

**SUBJECT:** Update on Honeywell's Comprehensive Energy Retrofit and Facility Renewal Upgrade Project

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### RECOMMENDATION

That Staff Report CAO061-19 be received for information and that Council consider to issue the required certificate of completion for the Honeywell Project in order to commence payment for services.

### BACKGROUND

The Township of Essa entered into a Comprehensive Energy Retrofit and Facility Renewal Upgrade Project with Honeywell in 2014 specific to the Angus Wastewater Facility. The aim of the project was to identify energy savings and to implement proposed changes.

6 specific cost-savings measures were found and implemented, including the following items:

- Retrofit aeration system – new blower and heads;
- Retrofit sludge storage and handling systems including repair of aerobic digester;
- Headworks and screening improvements
- UV system;
- Disk filter addition; and
- Water pumping measures.

The last of these items was completed this past summer and the Township should be in receipt of a sign-off from OCWA very soon. The combined savings to be realized at the Angus Wastewater Facility will total approximately \$463,000 after about 12.5 years.

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**COMMENTS AND CONSIDERATIONS**

With all work now complete, the Township is expected to pay service fees to Honeywell in accordance with the terms of the contract. This is \$5,000 for the first year and is escalated by 3% annually thereafter (beginning 2019 and extending 10 years).

**FINANCIAL IMPACT**

Thanks to OCWA, who worked very diligently to oversee the proposed works and implementation, the Township has realized approximately \$300,000 in unexpected savings. Otherwise, cumulatively, the Township should be saving approximately \$163,000 over 10 – 13 years. This is a guaranteed amount. (To-date, Honeywell has honoured all guarantees even if at a loss to them.)



**SUMMARY/OPTIONS**

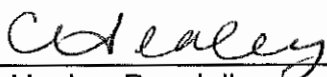
Council may:

1. Take no further action.
2. Receive this report, issue a certificate of completion and begin to pay service fees in accordance with the contact with Honeywell.
3. Other as Council may wish.

**CONCLUSION**

Option #2 is recommended.

Respectfully submitted:

  
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Colleen Healey-Dowdall  
CAO

Attachments: None.