

**THE CORPORATION OF THE TOWNSHIP OF ESSA  
REGULAR COUNCIL MEETING  
WEDNESDAY, MAY 15, 2019**

**AGENDA**

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

**2. DISCLOSURE OF PECUNIARY INTEREST**

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

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

**4. CONSENT AGENDA**

Recommendation: *Be it resolved that the items listed in the Consent Agenda dated May 15, 2019 be approved as presented, and that the necessary action be taken.*

**5. COMMITTEE REPORTS**

- p. 10 **a. Essa Public Library Board**

Recommendation: *Be it resolved that the minutes from the Essa Public Library Board from their meeting of March 25, 2019 be received.*

- p. 18 **b. Parks and Recreation Committee**

Recommendation: *Be it resolved that the minutes from the Parks and Recreation Committee from their meeting of April 24, 2019 be received.*

- p. 22 **c. Accessibility Advisory Committee**

Recommendation: *Be it resolved that the minutes from the Accessibility Advisory Committee from their meeting of April 29, 2019 be received.*

**6. PETITIONS**

## 7. MOTIONS AND NOTICES OF MOTIONS

### a. Proclamation – National Access Awareness Week (May 31 – June 6, 2019)

Recommendation: *WHEREAS the Province of Ontario wishes to see a fully accessible Ontario by 2025, allowing citizens of all ages the ability to enjoy full participation in their communities; and*  
*WHEREAS many persons living with disabilities face everyday barriers in the areas of employment, information and technology, transportation, housing, education, and recreation, to name a few; and*  
*WHEREAS one in seven Canadians currently has a disability that they were either born with, or developed as a result of life, with that number being expected to increase substantially as the population ages over the next 20 years; and*  
*WHEREAS for many among us, our future depends on the success of creating barrier-free and inclusive communities through accessibility planning and raising awareness of best practices in the area of accessibility; and*  
*WHEREAS we believe that all citizens with disabilities should have a chance to access appropriate disability supports to help improve their opportunities in Ontario; and*  
*WHEREAS the Township of Essa Accessibility Advisory Committee is committed to increasing public awareness and breaking down barriers faced by persons with disabilities;*  
*NOW THEREFORE BE IT RESOLVED THAT Council of the Corporation of the Township of Essa hereby proclaims May 31 – June 6, 2019 as National Access Awareness Week, and encourages residents and businesses alike, to recognize the importance of educating the community about the removal of barriers faced by citizens of all ages.*

### b. Proclamation – Fetal Alcohol Spectrum Disorder Awareness Day (September 9, 2019)

Recommendation: *WHEREAS there is no safe amount, no safe time, or no safe kind of alcohol that a pregnant individual can drink during pregnancy; and*  
*WHEREAS the term “Fetal Alcohol Spectrum Disorder” (FASD) describes the range of disabilities that may affect in an individual who was exposed to alcohol in utero/or during pregnancy; and*  
*WHEREAS prenatal alcohol exposure is the leading preventable cause of birth defects, such as physical and mental disability and behavioural and/or learning challenges; and*  
*WHEREAS the exact number of people who have FASD is unknown, but it is estimated that 2 to 3 per cent of the population are born with effects of prenatal alcohol exposure annually; and*  
*WHEREAS the estimated cost of FASD in Canada is \$4 billion per year covering education, health, social services and justice costs; and*  
*WHEREAS about half of all pregnancies are unplanned meaning developing fetuses are inadvertently exposed to alcohol; and*

*WHEREAS people around the world began observing International FASD Awareness Day on September 9 each year beginning in 1999, in order that on the ninth day of the ninth month of the year, the world will remember that during the nine months of pregnancy it is important to abstain from alcohol; and WHEREAS the good health and well-being of the people of Essa are enhanced by the support of a national effort to educate about and prevent FASD through the Simcoe County FASD Prevention Committee, part of the Simcoe County FASD Initiative;*

*NOW THEREFORE BE IT RESOLVED THAT Council of the Corporation of the Township of Essa hereby proclaims September 9, 2019 as "Fetal Alcohol Spectrum Disorder Awareness Day" in Essa to promote awareness of the effects of prenatal exposure to alcohol, to increase acceptance and support for those individuals so affected, to minimize further effects, and to ensure healthier communities in the future.*

**8. UNFINISHED BUSINESS**

**9. BY-LAWS**

p. 24 a. **By-law 2019-40**

*Recommendation: Be it resolved that leave be granted to introduce By-law 2019-40, that being a By-law to provide for the erection of stop signs at intersections in the Township of Essa, and to repeal By-law 98-81; and, that said By-law be read a first, and taken as read a second and third time and finally passed.*

p. 33 b. **By-law 2019-41**

*Recommendation: Be it resolved that leave be granted to introduce By-law 2019-41, that being a By-law to provide for the adoption of a Tax Rate for the Business Improvement Area in Angus for 2019; and, that said By-law be read a first, and taken as read a second and third time and finally passed.*

p. 36 c. **By-law 2019-42**

*Recommendation: Be it resolved that leave be granted to introduce By-law 2019-42, that being a By-law to provide for the adoption of Tax Rates for 2019; and, that said By-law be read a first, and taken as read a second and third time and finally passed.*

p. 40 d. **By-law 2019-43**

*Recommendation: Be it resolved that leave be granted to introduce By-law 2019-43, that being a By-law to amend the Township's Zoning By-law, affecting various properties, by rezoning the farmland to Agricultural (A-1) Zone in order to prohibit a dwelling; and, that said By-law be read a first, and taken as read a second and third time and finally passed.*

p. 42 e. **By-law 2019-44**

Recommendation: *Be it resolved that leave be granted to introduce By-law 2019-44, that being a By-law to provide for a Model Home Agreement for a Plan of Subdivision for Part of East Half Lot 31, Concession 4 (Briarwood (Angus) Ltd.); and, that said By-law be read a first, and taken as read a second and third time and finally passed.*

p. 65 f. **By-law 2019-45**

Recommendation: *Be it resolved that leave be granted to introduce By-law 2019-45, that being a By-law to authorize the execution of the Memorandum of Understanding between Baseload Power Corp. and the Township of Essa; and, that said By-law be read a first, and taken as read a second and third time and finally passed.*

10. **QUESTIONS**

11. **CLOSED SESSION**

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

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

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

## 12. CONFIRMATION BY-LAW

### p. 69 **By-law 2019-46**

Recommendation: *Be it resolved that leave be granted to introduce By-law 2019-46, that being a By-law to confirm the proceedings of the Council and Committee of the Whole meetings held on this 15<sup>th</sup> day of May, 2019; and that said By-law be read a first, and taken as read a second and third time and finally passed.*

## 13. ADJOURNMENT

Recommendation: *Be it resolved that this meeting of the Council of the Township of Essa adjourn at \_\_\_\_\_ p.m. to meet again on the 5<sup>th</sup> day of June, 2019 following Committee of the Whole.*

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

**WEDNESDAY, MAY 1, 2019**

**MINUTES**

A Committee of the Whole meeting was held on Wednesday May 1, 2019 in the Council Chambers of the Administration Centre, Township of Essa.

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

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

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

Mayor Macdonald opened the meeting at 6:00 p.m.

The Chief Administrative Officer introduced Aimee Powell, Manager of Planning and Development, to Council.

**2. DISCLOSURE OF PECUNIARY INTEREST**

None Declared.

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

**a. Delegation**

**Re: Electric Vehicle Charging Stations**

Baseload Power – Jonathan Sandler / Ashley Hamilton Kelly

Jonathan Sandler and Ashley Hamilton Kelly introduced themselves as representatives from Baseload Power. They provided Council with a brief overview of their intent to submit an application for funding to the government for their green initiative project, to install and maintain electric vehicle charging stations in the Central-South corridor of Ontario. They requested that Council support the project by executing a Memorandum of Understanding, with the intent that if the application is approved for funding, then a formal Agreement would be forthcoming.

Council thanked Jonathan and Ashley for their presentation and requested that a resolution be brought forward under "Other Business" to support the concept in principle, for the installation of two Electric Vehicle Charging Stations at mutually agreed upon locations at the Thornton Arena.

**STAFF REPORTS**

**4. PLANNING AND DEVELOPMENT**

- a. **Staff Report PD027-19 submitted by the Chief Administrative Officer as prepared by Simon P. Ainley, Ainley Group, re: Township of Essa – Langford OPA and ZBA – Event Facility (Wedding Barn).**

Council requested that staff ensure that the amendments restrict the number of events to a maximum of 30 events per season, and additionally, that the season be permitted to run from May 1<sup>st</sup> to December 31<sup>st</sup> each calendar year.

**Resolution No: CW087-2019 Moved by: Sander Seconded by: Henderson**

*Be it resolved that the Staff Report PD027-19 be received; and*

- a) *That Council does approve adopting an Official Plan Amendment (OPA) to re-designate 7511 9<sup>th</sup> Line, otherwise described as Part Lot 21, Concession 9, to permit an Event Facility, subject to Site Plan Control and the entering into of a Site Plan Agreement requiring adherence to the recommendations of the technical reports prepared as a basis for the amendment request and all other requirements that the Township may wish to impose; and*
- b) *That Council does authorize passing a Zoning By-law Amendment (ZBA) to re-zone 7511 9<sup>th</sup> Line, otherwise described as Part Lot 21, Concession 9, to permit an Event Facility; and*
- c) *That Council does authorize the necessary updates to the Township's Business Licensing By-law, Noise By-law or any other by-law affecting the proposed use.*

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

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

**6. FIRE AND EMERGENCY SERVICES**

**7. PUBLIC WORKS**

- a. **Staff Report PW013-19 submitted by the Manager of Public Works, re: Investing in Canada Infrastructure Program 5<sup>th</sup> Line Bridge (Structure No. 9).**

**Resolution No: CW088-2019 Moved by: Smith Seconded by: Henderson**

*Be it resolved that Staff Report PW010-19 be received; and*

*That Council does support the submission of a funding application through the Investing in Canada Infrastructure Program for the reconstruction of the 5<sup>th</sup> Line Bridge (Structure No. 9); and*

*That Council does authorize the Manager of Public Works to complete the necessary application form.*

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

- b. **Staff Report PW015-19 submitted by the Engineering/Development Review Technician, re: Street Naming – Briarwood Development in Angus.**

**Resolution No: CW089-2019 Moved by: Henderson Seconded by: Smith**

*Be it resolved that Staff Report PW015-19 be received; and  
That Council does approve renaming three of the four streets within the Briarwood (formerly Queensgate) Development in Angus as Wakefield Boulevard, Hilliard Lane and Turley Way, all reflecting the names of individuals who have made contributions to the community in the past; and  
That the historical family name of “Breault” be used to name a park in this subdivision.*

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

- c. **Staff Report PW016-19 submitted by the Manager of Public Works, re: Award of Quotation – Granular “A”.**

Council authorized the Manager of Public Works to make additional arrangements for granular gravel to be placed on the 10<sup>th</sup> Sideroad.

**Resolution No: CW090-2019 Moved by: Sander Seconded by: Smith**

*Be it resolved that Staff Report PW016-19 be received; and  
That the quotation as submitted by Darpak Inc. for the Supply, Loading, Spreading and Dumping of Granular Gravel in the amount of \$81,000.00 (plus H.S.T.) be accepted; and  
That the Manager of Public Works be authorized to arrange for the necessary works to be completed.*

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

**8. FINANCE**

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

- a. **Staff Report C019-19 submitted by the Clerk, re: Fees and Charges By-law 2013-28 – Amendments.**

**Resolution No: CW091-2019 Moved by: Smith Seconded by: White**

*Be it resolved that Staff Report C019-19 be received; and  
That Council does authorize staff to bring the appropriate By-law forward for Council’s consideration, to amend the Township’s Fees and Charges By-law 2013-28.*

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



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

a. Correspondence – Resignation of the Manager of Public Works.

Council extended thanks to the Manager of Public Works for his contribution to the Township of Essa and wished him success in his future endeavours.

**Resolution No: CW092-2019 Moved by: Sander Seconded by: White**

*Be it resolved that the correspondence dated April 23, 2019 from Dan Perreault, Manager of Public Works, with regard to his resignation effective May 21, 2019 be received with regret; and  
That the Chief Administrative Officer be authorized to commence recruitment.*

----Carried----

b. Staff Report CAO016-19 submitted by the Chief Administrative Officer, re: Request to Waive Diamond Rental Fee.

**Resolution No: CW093-2019 Moved by: White Seconded by: Smith**

*Be it resolved that Staff Report CAO016-19 be received; and  
That Council does approve waiving a portion of the diamond rental booking fee of \$250.00 + HST for the one day charity tournament for the Warren’s Mental Health Tournament in memory of Connor Warren, on a date to be set in 2019, such that the Warren family would pay \$100 + HST to cover the cost of booking and clean up.*

----Carried----

c. Staff Report CAO018-19 submitted by the Chief Administrative Officer, re: Donation to Parent Councils at Local Public Schools.

**Resolution No: CW094-2019 Moved by: Smith Seconded by: White**

*Be it resolved that Staff Report CAO018-19 be received; and  
That Council does authorize donating public skating vouchers to the Parent Councils of local elementary and secondary schools, should requests for donations be received for fundraising initiatives.*

----Carried----

11. OTHER BUSINESS

a. 6<sup>th</sup> Line / 30<sup>th</sup> Sideroad Intersection

Council requested that the Manager of Public Works include funds in future budgets for the purchase of flashing red solar panel lights and larger stop signs.

Council requested that the Manager of Public Works arrange for the installation of larger “Stop” signs at this intersection.

**Resolution No: CW095-2019 Moved by: Smith      Seconded by: Sander**

*WHEREAS motorists are required to follow the “rules of the road” in order to ensure the safety of other motorists, pedestrians, and cyclists utilizing the municipal road system in the Township of Essa; and  
WHEREAS the Municipal Act, 2001, as amended, provides that the Council of a municipality may, by By-law, provide for the erection of stop signs at intersections on highways under its jurisdiction, and every sign shall comply with the regulations of the Ministry of Transportation; and  
WHEREAS the intersection at the 6<sup>th</sup> Line and the 30<sup>th</sup> Sideroad of Essa currently has a two-way stop on the 30<sup>th</sup> Sideroad for users travelling east and west of the 6<sup>th</sup> Line; and  
WHEREAS Council of the Township of Essa is desirous of erecting a four-way stop at the intersection of the 6<sup>th</sup> Line and the 30<sup>th</sup> Sideroad in the Township of Essa;  
NOW THEREFORE BE IT RESOLVED THAT Council directs staff to bring forward the appropriate By-law at its meeting of May 15, 2019 specific to the installation of a four-way stop at this intersection.*

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

**b.      Electrical Vehicle Charging Stations – Baseload Power**

**Resolution No: CW096-2019 Moved by: Smith      Seconded by: Henderson**

*WHEREAS Council of the Township of Essa received a delegation from Baseload Power at its meeting of May 1, 2019, outlining the benefits of their green initiative to install electrical charging vehicle stations for electric and hybrid vehicles, advising Council that they will be submitting an application for funding to the government for the creation of a Central - Southern Ontario Electrical Vehicle Corridor for Level 3 Electrical Vehicle Charging Stations; and  
WHEREAS Baseload Power is required to submit an executed Memorandum of Understanding as part of their application process, and has requested Council of the Township of Essa to consider executing the said Memorandum of Understanding to show the intention of the Township of Essa’s Council in committing to the Project, for the installation and maintenance of two Level 3 Electrical Vehicle Charging Stations at a mutually agreed upon location at the Thornton Arena, at no cost to the municipality and with future revenue being paid to the municipality; and  
WHEREAS Council supports in principle the concept as described by Baseload Power, to install two Level 3 Vehicle Charging Stations at the Thornton Arena, and has expressed interest in partnering with Baseload Power for their Project;  
NOW THEREFORE BE IT RESOLVED THAT the Chief Administrative Officer be directed to work with Baseload Power in support of their funding application.*

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

**c.      South Simcoe Business Excellence Awards (May 6, 2019)**

Councillor White stated that the South Simcoe Business Excellence Awards Ceremony was being held on May 6, 2016. Mayor Macdonald and Councillor White committed to attending the event.

**d. Council Support of Essa Public Library Board Initiative, re: Provincial Funding Cuts Affecting Ontario Public Libraries**

**Resolution No: CW097-2019 Moved by: White Seconded by: Sander**

*WHEREAS the Ontario Library Service North and Southern Ontario Library Service provide the support for interlibrary loans, staff and board training, bulk purchasing, collaborative programming, technological supports, shared electronic book collections and shared catalogue databases; and  
WHEREAS Township of Essa Council supports the Essa Public Library Board in their initiative to circulate a petition for support of the Ontario Public Library Board in their request for the reinstatement of funding to the Ontario Library Service (North and South) agencies to, at a minimum, 2017-18 funding levels, in order for these agencies to continue their day-to-day support of Ontario Public Library Services, and to continue to maintain base funding for Ontario Public Libraries;  
NOW THEREFORE BE IT RESOLVED THAT this resolution be forwarded to the office of MPP Simcoe-Grey Jim Wilson, AMO, County of Simcoe Council, and all Simcoe County and Ontario municipalities requesting their support.*

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

**12. ADJOURNMENT**

**Resolution No: CW098-2019 Moved by: Smith Seconded by: Henderson**

*Be it resolved that this meeting of Committee of the Whole of the Township of Essa adjourn at 7:21 p.m. to meet again on the 15<sup>th</sup> day of May, 2019 at 6:00 p.m.*

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

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

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

**THE CORPORATION OF THE TOWNSHIP OF ESSA  
REGULAR COUNCIL MEETING  
WEDNESDAY, MAY 1, 2019**

**MINUTES**

A Regular Council meeting was held on Wednesday, May 1, 2019 in the Council Chambers of the Administration Centre, Township of Essa.

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

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

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

Mayor Macdonald opened the meeting at 7:21 p.m.

**2. DISCLOSURE OF PECUNIARY INTEREST**

Deputy Mayor Smith declared an indirect interest on Item 3 as he currently has a fill permit, as reflected in item 3.

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

Deputy Mayor Smith declared an interest on this Item. He vacated his seat and did not vote or participate in any discussion.

**Resolution No: CR096-2019 Moved by: Sander Seconded by: Henderson**

*Be it resolved that the motions duly passed and approved at the Committee of the Whole meeting of this date be approved; and  
That the minutes of the Public, Committee of the Whole and Regular Council meetings held on the 17<sup>th</sup> day of April, 2019 be adopted as circulated.*

----Carried----

**4. CONSENT AGENDA**

**Resolution No: CR097-2019 Moved by: White Seconded by: Sander**

*Be it resolved that the items listed in the Consent Agenda dated May 1, 2019 be approved as presented, and that the necessary action be taken.*

----Carried----

Item A4 – Council supported. Letter to be sent.

## 5. COMMITTEE REPORTS

## a. Nottawasaga Police Services Board

**Resolution No: CR098-2019 Moved by: Smith Seconded by: Henderson**

*Be it resolved that the minutes from the Nottawasaga Police Services Board from their meeting of March 27, 2019 be received.*

----Carried----

## 6. PETITIONS

## 7. MOTIONS AND NOTICES OF MOTIONS

## 8. UNFINISHED BUSINESS

## 9. BY-LAWS

## a. By-law 2019-37

**Resolution No: CR099-2019 Moved by: Sander Seconded by: Smith**

*Be it resolved that leave be granted to introduce By-law 2019-37, that being a By-law to amend the Township's Fees and Charges By-law 2013-28 for services provided by the Township of Essa; and, that said By-law be read a first, and taken as read a second and third time and finally passed.*

----Carried----

## b. By-law 2019-38

**Resolution No: CR100-2019 Moved by: Smith Seconded by: Sander**

*Be it resolved that leave be granted to introduce By-law 2019-38, that being a By-law to adopt an Amendment to the Official Plan (OPA No. 30); and, that said By-law be read a first, and taken as read a second and third time and finally passed.*

----Carried----

## 10. QUESTIONS

## 11. CLOSED SESSION

12. **CONFIRMATION BY-LAW**

**By-law 2019-39**

**Resolution No: CR101-2019 Moved by: Smith Seconded by: Henderson**

*Be it resolved that leave be granted to introduce By-law 2019-39, that being a By-law to confirm the proceedings of the Council and Committee of the Whole meetings held on this 1<sup>st</sup> day of May, 2019; and that said By-law be read a first, and taken as read a second and third time and finally passed.*

----Carried----

13. **ADJOURNMENT**

**Resolution No: CR102-2019 Moved by: Smith Seconded by: Henderson**

*Be it resolved that this meeting of the Council of the Township of Essa adjourn at 7:31 p.m. to meet again on the 15<sup>th</sup> day of May, 2019 following Committee of the Whole.*

----Carried----

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Sandie Macdonald, Mayor

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Lisa Lehr, Clerk

Essa Public Library Board  
Minutes  
Monday, March 25, 2019, 7:00pm  
Thornton Branch, Essa Public Library

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

1. Call to Order at 6:59pm by Chair D. McKeever
2. Approval of the Agenda  
2019: 022 Moved: HS Seconded: SM Carried  
*THAT the Agenda for March 25, 2019 be approved as printed and circulated with the addition of the Budget Comparison to February 28, 2019.*
3. No Conflicts of Interest were declared for proceedings before this Board.
4. Minutes of the Preceding Regular Meeting: March 4, 2019  
  
2019: 023 Moved: JB Seconded: HS Carried  
*THAT the Minutes of the March 4, 2019 Regular Meeting be approved as printed and circulated with one spelling correction in item 9b.*
5. Business Arising from the March 4th Minutes.  
Re. Item 13.1 Draft Reciprocal Borrowing Agreement submitted to Manager at Georgian College.
6. Communications:  
Media Release re. Colleen Healey-Dowdall appointed CAO of Essa Township, effective March 18, 2019 & Retirement of Greg Murphy on March 31, 2019.
7. Chairperson's Remarks:  
Welcome Henry. I delivered books to the women's shelter, My Sister's Place, and they were most appreciative. They send thanks.
8. Treasurer's Report:
  - 8.1 Reserve Funds to Dec 31, 2017 for Thornton Branch: \$7,485.00.
  - 8.2 2019 Budget approved by Essa Council.
  - 8.3 2018 Invoice to SCDSB for \$7,691.57 approved, cheque expected.
  - 8.4 Budget Comparison from Essa Treasury to February 28, 2019.  
2019: 024 Moved: HS Seconded: AM Carried  
*THAT the Treasurer's Report be received as printed and circulated.*
9. CEO's Report, March 2019.
  - a. Libraries Unshushed: A week in the library.

## b. Strategic Plan

## Community Focal Point:

- Variety of March Break activities at each branch
- Summer Reading Programs and Activities in planning stage
- Summer Art Event at Thornton Branch Wed. Aug 14<sup>th</sup>
- Essalicious Event at Angus Branch Thursday, Nov. 7<sup>th</sup>

## Destination to Imagine/Discover/Connect:

- More book clubs for adults emerge, including a CookClub
- Community One Read for 2019 "Confessions from the 9<sup>th</sup> Concession"
- Art workshops will be delivered at Angus Branch.
- Hobby Circle, French Conversation Circle drop-in programs

## Successful Children &amp; Youth:

- Story Dogs fully booked at each branch
- Thornton Page Turners: Youth Book Club continues
- Homeschool support; Special Needs support; French programs
- RBC Future Launch: Unleash your Future Grant (brochure)

## Meaningful Customer Service:

- Customer Needs – Space assessment at Thornton Branch
- Space for Senior's to learn and connect
- Thornton Branch Interac pending 2019 budget approval

## c. Library Report (A. Wishart): February 2019

## d. Facility &amp; Furnishings

Thornton Branch: Donation campaign to update shelving extends to 2020.

Fire Services plans to resurface parking area in the spring.

Angus Branch: NPSS Bike racks expected in the spring. Some furniture will need updating in 2019 due to wear and tear.

## e. Personnel, Meetings &amp; Training:

- COMPASS meetings (MLS, CCFE)
- Essa Township Management Team (CEO)
- Chief Librarian's IT Subcommittee (CEO)
- First Aid Course for 4 staff members April 1, and 2
- All staff updating WHMIS certification
- 2 Program Assistant jobs posted

## f. Grants &amp; Donations:

- Service Ontario Grant: not funded in 2019 (\$800)
- 2019 Adjala-Tosorontio Contract Grant & Invoice submitted.
- RBC Youth Futures: \$45,000.00 (MLS) received.
- New Horizons for Seniors: Applied (MLS)
- Canada Summer Jobs: Applied (CEO)
- Registered Charity Status to be renewed for 2019 (CEO)



## g. Technology:

- Mobile Circulation to improve through Hub activation
- 2019 Databases launched
- Computer replacements for 2019 identified.

h. Joint-Use Agreement: Updated Schedule C approved by Essa Council on March 6<sup>th</sup>. Final Copy to be signed by Council and Library Board. Administrative Committee Minutes of November 13<sup>th</sup>, 2018 attached (i). Working Committee Minutes from February 4<sup>th</sup> (ii). Next Working Committee meeting scheduled for April 9<sup>th</sup>.

## i. Community @ Thornton:

Essa Historical Society, Taking Off Pounds Sensibly, Thornton Women's Institute, Community @ Angus:

Accessibility Committee, Angus & Area Chamber of Commerce, Edible Essa, Multicultural support, Next Step Literacy, South Simcoe Arts Displays, private tutoring & homeschool destinations.

## j. Outreach &amp; Marketing:

EarlyOn programs on campus (CCFE), RBC Future Launch Grant execution (MLS). Base Borden newspaper. Seedy Saturday @ Utopia Hall (Report Attached). Visit to Base Borden Family Resources (MLS, CCFE). Edible Essa will meet again in May at Camphill.

2019: 025 Moved: CC                      Seconded: SM                      Carried  
*THAT the CEO's Report be received as printed and circulated.*

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

Southern Ontario Library Service overview: Mission, Mandate, Newsletter, Blog and Resources. (handout)

## 11. Committee Updates:

11.1 Finance Committee (Chairperson: S. Malick)

11.2 Planning Committee (Chairperson: C. Cryer)  
 Strategic Plan concludes in 2020, planning for 2021-2024 ahead

11.3 Personnel Committee (Chairperson: J. Hunter)  
 2019 CEO Performance Review to be scheduled.

Committee of the Whole:

11.4 Review of ADMIN:006, Advocacy and Outreach Policy.

2019: 026 Moved: JB                      Seconded: SM                      Carried  
*THAT the Library Board approves updates to ADMIN:006 Advocacy and Outreach Policy as circulated and attached.*

12. Closed Meeting: None

13. Other Business:

13.1 RBC Cheque Presentation Thursday, April 11<sup>th</sup>, 2pm at Angus Branch.

Both the Library Board and Essa Township Council are invited to attend.

13.2 Re-Accreditation process and Ontario Public Library Guidelines.

14. Next Meeting: Monday, April 29, 2019, 7:00 pm, Angus Branch.

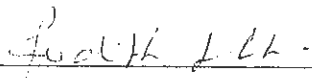
15. Adjournment

2019: 027 Moved: SM

Carried

*THAT the Meeting be adjourned at 7:45pm*

APPROVED: April 29th, 2019



Judith Hunter, Vice-Chair



Laura Wark, CEO/Secretary-Treasurer



# Essa Public Library Report: March 2019

## IMAGINE DISCOVER CONNECT

### Outcome Measurements



With quiet reading nooks, Community Garden Party, Seedy Saturday Outreach & lively group meetings, both branches were busy in March.



At Essa Cook Club, a new member said she thought EPL had very creative programming events and was impressed with all we have to offer.

A Thornton patron was very pleased with her interloan book. She added, "This is a great little library. I tell everyone about it."

"Someone at the Library must be picking new books just for me - always something great to read"

"I like this library" said a young patron as he entered the Angus branch with his mom.

After making a small donation, a patron said "We have to remember our libraries. I couldn't have gotten through school without them."

We hear good things about our email notifications of due dates.

"You are so good at reminding me when my items are due."

March Break was a big hit this year, at both branches...

Heard at Pyjama Storytime "Tonight is a treat."

At Thornton's March Break, a child made a new friend and exchanged numbers for a future playdate!

An NPSS teacher shared that she was excited to bring her two children to our March Break Puzzles & Board games program. She smiled and said, "Your resources are AWESOME too!"

## Adults

Angus - Book Clubs: 16

Angus - Cookbook Club: 4

Thornton -Book Clubs: 13

Angus - Language Conversation Circle: 16

Angus - Hobby Circle: 9

Angus - Adult Movie Night (GreenBook): 25

Thornton Tech Tutor: 3

Exams: 7

Angus - Community garden party: 11

Outreach: Seedy Saturday, Utopia: 50

## Teens & 'tweens

Angus - Tween Area: 10

Angus - Teen Central (after school): 14

Angus - Tutoring Sessions in Teen Central: 26

Thornton - Page Turners 'Tween Book Club: 7

Angus - "Unleash your future" events:

- Yoga: 8
- Tibetan Singing Bowls: 3

## Other

Angus & Thornton-Homebound delivery: offered

Angus - MakerSpace: 2

Thornton - Maker Space: offered

Tours: 10

## Kids

Angus - JUMP Club: 60

Angus - Wiggles & Giggles Storytime: 75

Angus - Storytime: 129

Thornton - Storytime: 37

Angus - French Storytime L'heure du Conte: 24

Angus - Storydogs' sessions: 59

Angus - Build with Lego: 7

Thornton - Storydogs' sessions: 18

Angus - Outreach @ EarlyON: 17

Angus - March Break

- Retro Fun: 21
- Pyjama Storytime: 37
- Puzzles & Board games: 5
- MakerFaire: 14
- Movie (English): 61
- Movie (French): 4
- Break out boxes: 12

Thornton - March Break

- Pyjama Storytime: 5

## Circulation Totals and Analysis: March 2019

<b>CIRCULATION</b>	<b>Mar. 2018</b>	<b>Mar. 2019</b>	<b>YTD 2019</b>
Angus Branch	10,576	10,027	26,787
Thornton Branch	1,982	1,954	4,679
Angus Branch Computer Use	632	639	1,661
Thornton Branch Computer Use	39	45	126
Angus Branch Wireless Use	1,055	1,331	3,927
Thornton Branch Wireless Use	304	354	1,013
eAudio & eBooks	688	711	2,087
<b>TOTALS:</b>	<b>15,276</b>	<b>15,061</b>	<b>40,280</b>

<b>Circulation Analysis</b>	<b>Mar. 2018</b>	<b>Mar. 2019</b>	<b>YTD 2019</b>
Print	5,925	5,321	14,190
Non-Print	6,387	6,431	16,751
Computer Use/Internet/Wireless	2,030	2,369	6,727
eAudio Books	216	214	657
eBooks	472	497	1,430
Interlibrary Loan: Borrowed	188	182	438
Interlibrary Loan: Lent	58	47	87

<b>Materials Used In-Library</b>	<b>Mar. 2019</b>	<b>YTD 2019</b>
Angus Branch	320	727
Thornton Branch	<b>16</b> 132	289



## Online Resources & New Members: February 2019

<b>Library website visits</b>	3,926	<b>YTD 2019</b> 10,277
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<b>E-resources sessions</b>	456	<b>YTD 2019</b> 618
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<b>New Members</b>		<b>YTD 2019</b>
Angus Branch	70	211
Thornton Branch	1	13

## March Library Highlights



Congrats to Karly on successful March Break programming.



March Break '80's Retro Day  
E.T. visits the kids for some fun



March Break Challenge  
Winners of the Break-Out  
Boxes.



## TOWNSHIP OF ESSA

### MINUTES OF MEETING of the PARKS AND RECREATION COMMITTEE

ESSA ADMINISTRATION CENTRE – April 24, 2019, at 6:30 pm

**PRESENT:**

<b>Chair:</b>	Sandie Macdonald, Mayor
<b>Vice Chair:</b>	Ron Henderson, Councillor
<b>Members:</b>	Jim Hunter Brandy Rafeek Eric Villani
<b>Attended:</b>	Colleen Healey-Dowdall, CAO Sueanne Archibald, Rec Programmer
<b>Absent with Regret:</b>	Willy Parkinson

The meeting was called to order.

Colleen reviewed the conflict policy and orientation package, and gave out conflict forms. Sandie suggested an acknowledgement process which Colleen will follow up on.

#### Deputations

**Ivy Baseball, Charlene Van der Post, 18 years with organizing Ivy ball, introduced herself.**

On their Wish List was the following:

#### **Ivy Baseball**

- a) Lights in Ivy; these are wanted and needed, money has been started to be saved to get these

#### **Thornton Baseball**

- a) Outfield fence needed to stop home runs
- b) Larger backstop
- c) Straighten foul posts
- d) Install small field in empty space

**Baxter Baseball**

- a) Permanent pitching mound (needed for competition)
- b) Need lights in working order
- c) Storage Building
- d) Gate to open outwards Note: completed

**Elmgrove Baseball**

- a) Everything is fine

Request for everywhere/in general:

- Everywhere, make sure lights are working for the coming season
- Looking for volunteers for challenger team
- Ivy Ball sponsors challenger team and children, asking for relief of fees assoc'd with challenger and T-ball
- Ivy players, 185 players 5% down
- 85% Essa residents
- Building in Baxter, divide in 4 and each league given a key

**General discussion:**

- Ron Henderson: Ivy lights need to be on neighbouring property as would not be safe in the outfield
- Tim Money, Ivy resident: move fence in to make room for lights?
- Chair: will consider options and ask Staff for a report outlining options involving costs
- Chair: these things may take more than one year to save to buy items, other sports pay, so baseball can too, can save to pay for wants/wishes in conjunction with Council if items are to come from the taxbase
- Charlene: can apply for grants, this may help
- Sandie: all teams pay and money collected helps to offset work to be done to diamonds
- Charlene: we pick up garbage, contribute to the community and sponsor children to play so we feel that we give back to our community

**Angus Slow Pitch League – Tim Money**

- Happy in general
- Lights installed and paid for by their Men's Club but can we change to LED at some point?
- Key to bathrooms requested as last year
- Drag on Sunday am. Can staff do this? Open washrooms and clean garbage on Sundays
- 14 teams
- Tournament weekend, no changes – request for wkld fee to be waived
- They have donated to Angus - to Angus Community Park over the years with money raised through their tournament
- They would consider donating for lights (LED)

**Heather Glover, Angus Minor Baseball, 35 years with ball in Angus**



- Dugouts to be cleaned of graffiti asap in preparation for season and upcoming competitive game in May where Mayor is scheduled to throw 1<sup>st</sup> pitch
- Aim for (better) baseball for kids in general
- Wants keys to the bathrooms
- Want another baseball diamond in Angus as all diamonds are full
- Geddes Park: grounds shaggy, need to develop further with nicer surroundings for the community
- Nothing for children at Geddes, keep children occupied while other members of family are playing ball
- More diamonds/play equipment to keep kids busy
- Bathrooms in Geddes would be nice (permanent as opposed to porta-potties)
- Drag on weekends if all possible

### General Discussion on baseball

Concern that teams are not from Essa and that non-residents are not paying appropriately.

Believed that non-residents should pay more – how can this happen?

Discussion on implementation of non-resident rate, is there a privacy concern? League needs to provide us with a roster to verify.

This issue to be resolved going forward.

The Chair stated that Ivy lights are not in the budget now and may cost about \$200,000. The electrical charge must be considered as well (on-going hydro costs). Consider lights for another year with staff to prepare a report considering different options with possible different funding sources.

**Resolution 2019-01 Moved by: Jim Hunter Seconded by: Brandy Rafeek**

*“BE IT RESOLVED that the deputations as presented by Baseball Associations be accepted.”*

**Carried**

**Resolution 2019-02 Moved by: Brandy Rafeek Seconded by: Eric Villani**

*“BE IT RESOLVED that the Committee support that fees be waived for 2 divisions in Ivy, those being the Challenger and T-ball divisions”*

**Carried**

**Resolution 2019-3    Moved by: Jim Hunter    Seconded by: Brandy Rafeek**

*"BE IT RESOLVED that the Committee support that fees be waived for the Angus Mens Old-timers Slow Pitch League for their annual tournament weekend taking place in 2019."*

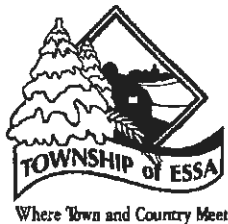
**Carried**

**Resolution 2019-04    Moved: Eric Villani    Seconded by: Brandy Rafeek**

*"BE IT RESOLVED that the request for a new baseball diamond in Angus or Essa, and lights in Ivy, be referred to staff for a report and that staff also look into other amenities as requested by the baseball associations."*

**Carried**

The meeting was adjourned at 7:45 pm and the Committee will meet again at the call of the Chair.



**TOWNSHIP OF ESSA  
ACCESSIBILITY ADVISORY COMMITTEE  
AGENDA  
MONDAY, APRIL 29, 2019 – 6:00 p.m.**

**Essa Public Library, Angus**

In attendance:           Patty Foster, Chair  
                                  Josh Robertson, Member  
                                  Nancy Willoughby, Member  
                                  Henry Sander, Councillor, Ward 2  
                                  Krista Pascoe, Municipal Staff Support/Secretary

Absent:                     Stephanie McCann, Member  
                                  Madelaine Danby, Member

**1. OPENING OF THE MEETING**

Patty opened the meeting by welcoming the Committee members at 6:00 p.m.

**2. APPROVAL OF AGENDA**

**Motion: AAC2019-04   Moved by: Willoughby   Seconded by: Sander**

*Be it resolved that the agenda as presented be approved.*

----Carried----

**3. ADOPTION OF MINUTES OF PREVIOUS MEETING**

**Motion: AAC2019-05   Moved by: Sander           Seconded by: Robertson**

*Be it resolved that the minutes of the Accessibility Advisory Committee meeting dated February 4, 2019 be approved as printed.*

----Carried----

**4. BUSINESS ARISING FROM PREVIOUS MEETING / OUTSTANDING ITEMS**

- 4.1   Patty Foster – Flag Submissions from Nottawasaga Pines Art Students -  
      Committee Members to Vote on Top 3

The Committee reviewed the submissions as submitted by the Nottawasaga Pines Elementary Art Student's and selected No.'s 2, 6 and 7 as the top 3 submissions.

**Krista to e-mail Mr. Baker and ask for the above noted submissions to be sent digitally, then provide to Flag's Unlimited to have the Township Logo incorporated.**

- 4.2   Krista – Follow up – Letter sent to MPP Jim Wilson re: Request to Provide Notice of Funding/Grant Opportunities.

**5. NEW BUSINESS**

## 5.1 Krista - Procedure #C09-2010-C "Conflict of Interest"

Krista stated the purpose of the Conflict of Interest procedure and indicated that any member declaring a conflict must fill out the appropriate form and file with the Clerk.

## 5.2 Work Plan 2019 -- Park Audits

The Committee set the date of June 10, 2019 to complete some of the Park Audits dependant on weather.

**Krista to provide a listing of all parks in the Township to Committee members at next meeting, and will confirm that the Committee divide into small groups to complete the park audits.**

**6. CORRESPONDENCE / INFORMATION ITEMS****7. OTHER BUSINESS**

Nancy proposed the idea of providing a small lunch or snacks in honour of National Access Awareness Week for the members of the Legion on Thursday June 6<sup>th</sup> at 1:30 p.m. during their usual card game. Nancy to confirm.

**8. ESTABLISH DATE AND TIME OF NEXT MEETING**

## 8.1 Set date for next quarterly meeting.

The next meeting is scheduled for 5:00 p.m. on Monday June 19, 2019 at Community Park in Angus.

----Carried----

**9. ADJOURNMENT**

**Motion: AAC2019-06 Moved by: Willoughby Seconded by: Sander**

*Be it resolved that this meeting of the Accessibility Advisory Committee of the Township of Essa adjourn at 6:35 p.m.*

----Carried----

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Krista Pascoe, Staff Representative/Secretary

9a

THE CORPORATION OF THE TOWNSHIP OF ESSA

BY-LAW NO. 2019 – 40

**A By-law to provide for the erection of stop signs at intersections in the Township of Essa, and to repeal By-law 98-81.**

WHEREAS section 27(1) of the *Municipal Act*, 2001, S.O. 2001, Chapter 25, provides that a municipality may pass By-laws in respect of a highway only if it has jurisdiction over the highway; and

WHEREAS section 137 of the *Highway Traffic Act*, R.S.O. 1990, Chapter H.8, as amended, provides that in addition to stop signs required at intersection on through highways, the Council of a municipality may by By-law provide for the erection of Stop Signs at intersections on highways under its jurisdiction, and that every sign so erected shall comply with the Regulations of the Ministry of Transportation; and

WHEREAS Council of the Township of Essa deems it desirable to repeal By-law 98-81 and any previous By-laws adopted for the erection of Stop Signs, for housekeeping purposes;

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

1. That Stop Signs be erected in compliance with the Regulations made under the *Highway Traffic Act* at the locations designated in Schedule "A" attached and forming part of this By-law.
2. That the penalties provided in the *Highway Traffic Act*, as amended, shall apply to offences against this By-law.
3. That each designation made by Section 1 shall not become effective until stop signs have been erected in accordance with the Regulations of the *Highway Traffic Act*.
4. That By-law 98-81 and all previous By-laws adopted for the erection of Stops Signs in the Township of Essa be and are hereby repealed.
5. This By-law shall come into force and take effect on the final day of passing thereof.

READ A FIRST AND TAKEN AS READ A SECOND AND THIRD TIME AND FINALLY PASSED on this the 15<sup>th</sup> day of May, 2019.

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

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

9a

**By-law 2019-40  
Schedule "A"**

Provide for the Erection of Stop Signs at Intersections

<b>COLUMN 1 Intersection</b>	<b>COLUMN 2 Facing Traffic</b>
Corrie Crescent and Cecil Street	Westbound on Corrie Crescent
Cecil Street and McCarthy Crescent	Westbound on McCarthy Crescent
Cecil Street and Edenbridge Drive, opposite Corrie Crescent	Eastbound on Edenbridge Drive
Cecil Street and Forest Wood Drive	Northbound on Forest Wood Drive
Cecil Street and Carlyne Street	Northbound on Carlyne Street
Carlyne Street and Forest Wood Drive (near Lots 33 and 37, Plan 51M-429)	Southbound on Carlyne Street
Carlyne Street and Forest Wood Drive (near Lots 35 and 61, Plan 51M-429)	Westbound on Forest Wood Drive
Julie Street and Edenbridge Drive (near Lots 4 and 152, Plan 51M-429)	Southbound on Julie Street
Julie Street and Edenbridge Drive (near Lots 108 and 135, Plan 51M-429)	Northbound on Julie Street
Corrie Crescent and McCarthy Crescent	Southbound on Corrie Crescent
Berkar Street and McCarthy Crescent	Northbound on Berkar Street
Darren Drive and McCarthy Crescent	Northbound on Darren Drive
Berkar Street and Darren Drive (near Lots 60 and 70, Plan 51M-428)	Eastbound on Darren Drive
Berkar Street and Darren Drive (near Lots 111 and 112, Plan 51M-429)	Southbound on Berkar Street
Cecil Street and Edenbridge Drive (near Lots 1 and 12, Plan 51M-429)	Eastbound on Edenbridge Drive
Cecil Street and Edenbridge Drive (near Lots 1 and 12, Plan 51M-429)	Northbound and Southbound on Cecil Street
Sandy Lane and McCarthy Crescent (near Lots 8 and 131, Plan 51M-332)	Westbound on McCarthy Crescent
Sandy Lane and McCarthy Crescent (near Lots 99 and 133, Plan 51M-332)	Westbound on McCarthy Crescent
Sandy Lane and John James Drive	Westbound on John James Drive
John James Drive and McCarthy Crescent	Eastbound on John James Drive
McCarthy Crescent and Robertson Road	Northbound on Robertson Road
McCarthy Crescent and Mansonic Way	Northbound on Mansonic Way
Robertson Road and Sandy Lane	Northbound on Sandy Lane
Cecil Street and Mansonic Way	Southbound on Mansonic Way
Cecil Street and Lee Avenue	Northbound on Lee Avenue
Cecil Street and Bushey Avenue	Northbound on Bushey Avenue
Cecil Street and Bushey Avenue	Eastbound and Westbound on Cecil Street
Cecil Street and Tarbush Avenue	Northbound on Tarbush Avenue
Cecil Street and Coulson Avenue	Northbound on Coulson Avenue
Brian Avenue and Bushey Avenue	Southbound on Bushey Avenue
Brian Avenue and Tarbush Avenue	Southbound on Tarbush Avenue
Brian Avenue and Coulson Avenue	Eastbound on Brian Avenue
Coulson Avenue and Pine River Road	Eastbound and Westbound on Pine River Road; Southbound on Coulson Avenue (All Way Stop)
Summerset Place and Tree Top Street	Northbound on Tree Top Street
Pridham Crescent and Tree Top Street (near Lots 79 and 99, Plan 51M-173)	Eastbound on Pridham Crescent

25

**By-law 2019-40  
Schedule "A"**

Provide for the Erection of Stop Signs at Intersections

<b>COLUMN 1 Intersection</b>	<b>COLUMN 2 Facing Traffic</b>
Pridham Crescent and Tree Top Street (near Lots 86 and 87, Plan 51M-173)	Southbound on Pridham Crescent
Tree Top Street and North Street	Northbound on North Street
Roth Street and North Street	Southbound on North Street
River Drive and Roth Street	Northbound on River Drive
River Drive and Park Road	Northbound and Southbound on Park Road
King Street and Water Street	Southbound on Water Street
King Street and Cross Street	Eastbound and Westbound on King Street
King Street and Elizabeth Street	Southbound on Elizabeth Street
King Street and Raglan Street	Southbound on Raglan Street
King Street and Vernon Street	Southbound on Vernon Street
King Street and Auburn Street	Southbound on Auburn Street
Simcoe Street and Water Street	Westbound on Simcoe Street
Simcoe Street and Elizabeth Street	Eastbound and Westbound on Simcoe Street
Simcoe Street and Raglan Street	Eastbound and Westbound on Simcoe Street
Simcoe Street and Vernon Street	Northbound on Vernon Street
Simcoe Street and Auburn Street	Eastbound and Westbound on Simcoe Street
Sydenham Street and Raglan Street	Westbound on Sydenham Street
Sydenham Street and Auburn Street	Eastbound and Westbound on Sydenham Street
Cross Street and Queen Street	Eastbound and Westbound on Queen Street
Curtis Street and Fraser Street	Eastbound on Fraser Street
Curtis Street and Jonas Street	Westbound on Jonas Street
Curtis Street and Margaret Street	Southbound on Curtis Street
Elm Street and Queen Street	Westbound on Queen Street
Elm Street and Jonas Street	Eastbound and Westbound on Jonas Street
Elm Street and Margaret Street	Southbound on Elm Street
Jonas Street and Margaret Street	Eastbound on Jonas Street
Queen Street and Vernon Street	Northbound on Vernon Street
Queen Street and Osborn Street	Northbound on Osborn Street
Queen Street and Alma Street	Eastbound on Queen Street
Alma Street and King Street	Northbound on Alma Street
Margaret Street and Vernon Street	Northbound and Southbound on Vernon Street
Margaret Street and Osborn Street	Northbound and Southbound on Osborn Street
Osborn Street and Nottawasaga Drive (near Lots 1 and 63, Plan 51M-462)	Westbound on Nottawasaga Drive
Osborn Street and McQueen Street	Westbound on McQueen Street
Osborn Street and Nottawasaga Drive (near Lots 31 and 32, Plan 51M-462)	Westbound on Nottawasaga Drive
McQueen Street and Nottawasaga Drive	Eastbound on McQueen Street
Vernon Street and Sandspring Crescent (near Lots 2 and 33, Plan 1567)	Eastbound on Sandspring Crescent

9a

**By-law 2019-40  
Schedule "A"**

Provide for the Erection of Stop Signs at Intersections

<b>COLUMN 1 Intersection</b>	<b>COLUMN 2 Facing Traffic</b>
Vernon Street and Sandspring Crescent (near Lots 40 and 41, Plan 1567)	Eastbound on Sandspring Crescent
Vernon Street and Brown's Line	Westbound on Brown's Line
Ashburton Crescent and Sandspring Crescent (near Lots 30 and 31, Plan 1610)	Northbound on Ashburton Crescent
Ashburton Crescent and Sandspring Crescent (near Lots 39 and 51, Plan 1610)	Westbound on Sandspring Crescent
Sandspring Crescent and Larkdale Crescent (near Lots 52 and 76, Plan 1610)	Westbound on Larkdale Crescent
Sandspring Crescent and Larkdale Crescent (near Lots 73 and 74, Plan 1610)	Westbound on Larkdale Crescent
Sandspring Crescent and Berwick Crescent (near Lots 11 and 24, Plan 1567)	Westbound on Sandspring Crescent
Sandspring Crescent and Berwick Crescent (near Lots 4 and 6, Plan 1567)	Southbound on Sandspring Crescent
Centre Street and Raglan Street	Northbound on Raglan Street
Centre Street and Vernon Street	Northbound on Vernon Street
Centre Street and Auburn Street	Northbound on Auburn Street
Centre Street and Huron Street	Northbound on Huron Street
Centre Street and Duckworth Street	Northbound on Duckworth Street
Centre Street and Shelley Street	Northbound on Shelley Street
Centre Street and Alessio Drive	Northbound on Alessio Drive
Centre Street and Michael Street	Northbound on Michael Street
Centre Street and 5 <sup>th</sup> Line	Eastbound on Centre Street
Calford Street and Duckworth Street	Southbound on Duckworth Street
Calford Street and Shelley Street	Southbound on Shelley Street
Cindy Lane and Carmen Street	Southbound on Carmen Street
Calford Street and Carmen Street	Northbound on Carmen Street
Carmen Street and McGeorge Avenue	Eastbound and Westbound on McGeorge Avenue
Camilla Crescent and North Ridge Road	Westbound on North Ridge Road
Camilla Crescent and Thornton Avenue	Southbound on Camilla Crescent
Lennox Court and Spencer Avenue	Southbound on Lennox Court
Spencer Avenue and Thornton Avenue	Westbound on Spencer Avenue
Spencer Avenue and Thornton Avenue	Northbound and Southbound on Thornton Avenue
Jamieson Court and Thornton Avenue	Westbound on Jamieson Court
Jamieson Court and Thornton Avenue	Northbound and Southbound on Thornton Avenue
William Street and Stoddart Street	Eastbound and Westbound on William Street, Northbound on Stoddart Street
William Street and Victoria Street	Northbound and Southbound on William Street, Westbound on Victoria Street
Victoria Street and Stoddart Street	Eastbound on Stoddart Street
Cunningham Avenue and Glendale Avenue	Westbound on Glendale Avenue
Cunningham Avenue and Ellen Street	Westbound on Ellen Street
Henry Street and Glendale Avenue	Eastbound on Glendale Avenue
Henry Street and Ellen Street	Eastbound on Ellen Street
Earl's Court and Glen Avenue	Westbound on Glen Avenue
Glen Avenue and Kevin Crescent	Northbound on Kevin Crescent



**By-law 2019-40  
Schedule "A"**

Provide for the Erection of Stop Signs at Intersections

<b>COLUMN 1 Intersection</b>	<b>COLUMN 2 Facing Traffic</b>
Scotch Line and 5 <sup>th</sup> Sideroad	Eastbound and Westbound on 5 <sup>th</sup> Sideroad
Scotch Line and 5 <sup>th</sup> Sideroad	Northbound and Southbound on Scotch Line
Scotch Line and 10 <sup>th</sup> Sideroad	Northbound and Southbound on Scotch Line
3 <sup>rd</sup> Line and 5 <sup>th</sup> Sideroad	Eastbound and Westbound on 5 <sup>th</sup> Sideroad
3 <sup>rd</sup> Line and 5 <sup>th</sup> Sideroad	Northbound and Southbound on 3 <sup>rd</sup> Line
3 <sup>rd</sup> Line and 10 <sup>th</sup> Sideroad	Northbound and Southbound on 3 <sup>rd</sup> Line
3 <sup>rd</sup> Line and 10 <sup>th</sup> Sideroad	Eastbound on 10 <sup>th</sup> Sideroad
3 <sup>rd</sup> Line and 10 <sup>th</sup> Sideroad	Westbound on 10 <sup>th</sup> Sideroad
4 <sup>th</sup> Line and Camphill Road	Eastbound on Camphill Road
4 <sup>th</sup> Line and Camphill Road	Southbound on 4 <sup>th</sup> Line
4 <sup>th</sup> Line and Brown's Line	Eastbound on Brown's Line
5 <sup>th</sup> Line and 5 <sup>th</sup> Sideroad	Northbound and Southbound on 5 <sup>th</sup> Line
5 <sup>th</sup> Line and 10 <sup>th</sup> Sideroad	Westbound on 10 <sup>th</sup> Sideroad
5 <sup>th</sup> Line and Denney Drive (near 7454 5 <sup>th</sup> Line)	Eastbound on 5 <sup>th</sup> Line
Denney Drive and Marshall Crescent	Eastbound on Marshall Crescent
Marshall Crescent and Marshall Crescent (near Lot 34 and Block 53, Plan 51M-372)	Southbound on Marshall Crescent
Marshall Crescent and Richard Street	Southbound on Richard Street
5 <sup>th</sup> Line and 20 <sup>th</sup> Sideroad	Eastbound on 20 <sup>th</sup> Sideroad
5 <sup>th</sup> Line and 25 <sup>th</sup> Sideroad	Eastbound and Westbound on 25 <sup>th</sup> Sideroad
5 <sup>th</sup> Line and 30 <sup>th</sup> Sideroad	Northbound and Southbound on 5 <sup>th</sup> Line; and Westbound on 30 <sup>th</sup> Sideroad (All Way Stop)
6 <sup>th</sup> Line and 5 <sup>th</sup> Sideroad (near 5984 5 <sup>th</sup> Sideroad)	Northbound on 6 <sup>th</sup> Line
6 <sup>th</sup> Line and 5 <sup>th</sup> Sideroad (near 5902 5 <sup>th</sup> Sideroad)	Southbound on 6 <sup>th</sup> Line
6 <sup>th</sup> Line and 10 <sup>th</sup> Sideroad	Eastbound and Westbound on 10 <sup>th</sup> Sideroad
6 <sup>th</sup> Line and 25 <sup>th</sup> Sideroad	Northbound and Southbound on 6 <sup>th</sup> Line
6 <sup>th</sup> Line and Old Mill Road	Westbound on Old Mill Road
6 <sup>th</sup> Line and Smith Road	Westbound on Smith Road
6 <sup>th</sup> Line and 30 <sup>th</sup> Sideroad	Eastbound and Westbound on 30 <sup>th</sup> Sideroad; Northbound and Southbound on 6 <sup>th</sup> Line (All Way Stop)
Denney Drive and 19 <sup>th</sup> Sideroad	Westbound on 19 <sup>th</sup> Sideroad
Denney Drive and 5 <sup>th</sup> Line (near 6210 Denney Drive)	Southbound on Denney Drive
8 <sup>th</sup> Line and 5 <sup>th</sup> Sideroad	Northbound and Southbound on 8 <sup>th</sup> Line
8 <sup>th</sup> Line and 10 <sup>th</sup> Sideroad	Northbound and Southbound on 8 <sup>th</sup> Line
8 <sup>th</sup> Line and 20 <sup>th</sup> Sideroad	Northbound and Southbound on 8 <sup>th</sup> Line
8 <sup>th</sup> Line and Highland Drive	Eastbound on Highland Drive
8 <sup>th</sup> Line and 25 <sup>th</sup> Sideroad	Eastbound and Westbound on 25 <sup>th</sup> Sideroad
8 <sup>th</sup> Line and 30 <sup>th</sup> Sideroad	Eastbound and Westbound on 30 <sup>th</sup> Sideroad
9 <sup>th</sup> Line and 5 <sup>th</sup> Sideroad	Northbound and Southbound on 9 <sup>th</sup> Line
9 <sup>th</sup> Line and 10 <sup>th</sup> Sideroad	Northbound and Southbound on 9 <sup>th</sup> Line

9a

**By-law 2019-40  
Schedule "A"**

Provide for the Erection of Stop Signs at Intersections

<b>COLUMN 1 Intersection</b>	<b>COLUMN 2 Facing Traffic</b>
9 <sup>th</sup> Line and 20 <sup>th</sup> Sideroad	Northbound and Southbound on 9 <sup>th</sup> Line
9 <sup>th</sup> Line and 20 <sup>th</sup> Sideroad	Eastbound and Westbound on 20 <sup>th</sup> Sideroad
9 <sup>th</sup> Line and 25 <sup>th</sup> Sideroad	Northbound on 9 <sup>th</sup> Line
9 <sup>th</sup> Line and Pineview Trail (near Lots 2 and 36, Plan 51M-466)	Westbound on Pineview Trail
9 <sup>th</sup> Line and Pineview Trail (near Lots 25 and 26, Plan 51M-466).	Westbound on Pineview Trail
9 <sup>th</sup> Line and 30 <sup>th</sup> Sideroad	Eastbound on 30 <sup>th</sup> Sideroad
9 <sup>th</sup> Line and 30 <sup>th</sup> Sideroad	Northbound and Southbound on 9 <sup>th</sup> Line
Pioneer Ridge Court and 10 <sup>th</sup> Sideroad	Southbound on Pioneer Ridge Court
Algonquin Heights Court and 25 <sup>th</sup> Sideroad	Southbound on Algonquin Heights Court
10 <sup>th</sup> Line and 5 <sup>th</sup> Sideroad	Northbound and Southbound on 10 <sup>th</sup> Line
10 <sup>th</sup> Line and 10 <sup>th</sup> Sideroad	Northbound and Southbound on 10 <sup>th</sup> Line
10 <sup>th</sup> Line and 20 <sup>th</sup> Sideroad	Northbound and Southbound on 10 <sup>th</sup> Line
10 <sup>th</sup> Line and 25 <sup>th</sup> Sideroad	Eastbound and Westbound on 25 <sup>th</sup> Sideroad
11 <sup>th</sup> Line and 5 <sup>th</sup> Sideroad	Northbound and Southbound on 11 <sup>th</sup> Line
11 <sup>th</sup> Line and 10 <sup>th</sup> Sideroad	Northbound and Southbound on 11 <sup>th</sup> Line
11 <sup>th</sup> Line and 20 <sup>th</sup> Sideroad	Northbound and Southbound on 11 <sup>th</sup> Line
11 <sup>th</sup> Line and 25 <sup>th</sup> Sideroad	Northbound and Southbound on 11 <sup>th</sup> Line
Armeda Clow Crescent and Armeda Clow Crescent at 117 Armeda Clow Crescent	Eastbound on Armeda Clow Crescent at 117 Armeda Clow Crescent
Armeda Clow Crescent and Robertson Road	Eastbound on Robertson Road
Armeda Clow Crescent and Cecil Street	Southbound on Armeda Clow Crescent
Gold Park Gate and 5 <sup>th</sup> Line	Eastbound on Gold Park Gate
Brookside Gate and Gold Park Gate	Eastbound and Westbound on Gold Park Gate; Southbound on Brookside Gate (All-Way Stop)
Gold Park Gate and Lookout Street	Northbound on Lookout Street
Gold Park Gate and Maplewood Drive	Eastbound and Westbound on Gold Park Gate; Southbound and Northbound on Maplewood Drive (All-Way Stop)
Gold Park Gate and Greenwood Drive	Eastbound and Westbound on Gold Park Gate
Gold Park Gate and Greenwood Drive	Southbound and Northbound on Greenwood Drive
Brookside Gate and Truax Crescent	Eastbound and Westbound on Truax Crescent; Northbound on Brookside Gate (All-Way Stop)
Maplewood Drive and Truax Crescent at 153 Maplewood Drive	Westbound on Truax Crescent at 153 Maplewood Drive
Maplewood Drive and Truax Crescent at 113 Maplewood Drive	Westbound on Truax Crescent at 113 Maplewood Drive
Maplewood Drive at McCann Lane	Northbound on McCann Lane
Maplewood Drive at Greenwood Drive at 65 Maplewood Drive	Westbound on Maplewood Drive at 65 Maplewood Drive

**By-law 2019-40  
Schedule "A"**

Provide for the Erection of Stop Signs at Intersections

<b>COLUMN 1 Intersection</b>	<b>COLUMN 2 Facing Traffic</b>
Greenwood Drive at Maplewood Drive at 210 Maplewood Drive and 263 Greenwood Drive	Northbound and Southbound on Greenwood Drive; Westbound on Maplewood Drive (All-Way Stop)
Lookout Street at Stonemount Crescent at 2 Stonemount Crescent	Westbound on Stonemount Crescent
Base Street at Lookout Street	Northbound on Base Street
Admiral Crescent at Lookout Street, at 1 Admiral Crescent	Southbound on Admiral Crescent at 1 Admiral Crescent
Admiral Crescent at Lookout Street at 84 Admiral Crescent	Southbound on Admiral Crescent at 84 Admiral Crescent
Greenwood Drive at Lookout Street	Westbound on Lookout Street; Northbound and Southbound on Greenwood Drive (All-Way Stop)
Greenwood Drive at Nadmarc Court	Eastbound on Nadmarc Court
Greenwood Drive at McCann Lane	Westbound on McCann Lane
Base Street at Stonemount Crescent	Southbound on Base Street
Cunningham Drive at Evergreen Lane	Southbound and Northbound on Cunningham Drive; Westbound on Evergreen Lane ; (All-Way Stop)
Cunningham Drive at Meadowland Boulevard	Southbound and Northbound on Cunningham Drive; Eastbound and Westbound on Meadowland Boulevard (All-Way Stop)
Evergreen Lane and Henry Street	Northbound and Southbound on Henry Street; Eastbound on Evergreen Lane (All-Way Stop)
Henry Street and Meadowland Boulevard	Southbound on Henry Street; Eastbound and Westbound on Meadowland Boulevard (All-Way Stop)
Brykman Road and Walton Lane	Northbound on Brykman Road
Brykman Road and Thornton Avenue	Southbound on Thornton Avenue
Brykman Road and Dundas Drive at 11 Dundas Drive	Northbound on Brykman Road at 11 Dundas Drive
Brykman Road and Dundas Drive at 15 Dundas Drive	Eastbound on Dundas Drive at 15 Dundas Drive
Dundas Drive and Walton Lane	Westbound on Dundas Drive
Davis Trail and 11 <sup>th</sup> Line	Westbound on Davis Trail
Davis Trail and Vanderpost Crescent at 3, 4, 5 and 149 Davis Trail	Eastbound, Westbound and Southbound on Davis Trail; Northbound on Vanderpost Crescent (All- Way Stop)
Davis Trail and Vanderpost Crescent at 63 Vanderpost Crescent	Northbound on Vanderpost Crescent, at 63 Vanderpost Crescent
Davis Trail and Kallen Boulevard	Eastbound and Westbound on Davis Trail; Northbound on Kallen Boulevard (All-Way Stop)
4 <sup>th</sup> Line and Willoughby Road	Northbound on 4 <sup>th</sup> Line
5 <sup>th</sup> Line and Willoughby Road	Eastbound on Willoughby Road

9a

**By-law 2019-40  
Schedule "A"**

Provide for the Erection of Stop Signs at Intersections

<b>COLUMN 1 Intersection</b>	<b>COLUMN 2 Facing Traffic</b>
10 <sup>th</sup> Sideroad at Brolley Crescent (west side)	Northbound on Brolley Crescent at 30 Brolley Crescent
10 <sup>th</sup> Sideroad and Brolley Crescent (east side)	Northbound on Brolley Crescent at 1 Brolley Crescent (opposite 2 Brolley Crescent)
Morrison Court and Underhill Court	Westbound on Morrison Court
Underhill Court and 5 <sup>th</sup> Line	Westbound on Underhill Court
Brennan Drive and Mancini Drive	Eastbound on Brennan Drive
Mancini Drive and Vernon Street	Eastbound on Mancini Drive
Latimer Avenue and Centre Street	Southbound on Latimer Avenue
Latimer Avenue and Collier Crescent	Eastbound on Latimer Avenue
Blanchard Crescent and Mount Crescent	South-West Bound on Blanchard Crescent
Mount Crescent and Latimer Avenue	Southbound on Mount Crescent
Mount Crescent and Latimer Avenue	Eastbound on Mount Crescent
Strong Avenue and Mount Crescent	North-West Bound on Strong Avenue
Strong Avenue and Latimer Avenue	Eastbound on Strong Avenue
Lions Court and Latimer Avenue	Southbound on Lions Court
Legion Way and Collier Crescent	Southbound on Legion Way
Legion Way and Collier Crescent	Eastbound on Legion Way
Collier Crescent and Latimer Avenue	Westbound on Collier Crescent
Stringer Avenue and Collier Crescent	Northbound on Stringer Avenue
Stringer Avenue and Centre Street	Southbound on Stringer Avenue
Dunn Court and Mount Crescent	Northbound on Dunn Court
Alessio Drive and Michael Street	Southbound on Alessio Drive
Christina Court and Michael Street	Southbound on Christina Court
Centre Street and Bank Street	Southbound on Bank Street
Centre Street and Morris Drive	Southbound on Morris Drive
Bank Street and Wood Crescent	Northbound on Bank Street
Morris Drive and Wood Crescent	Northbound on Morris Drive
Wood Crescent and Bank Street	Southbound on Wood Crescent
Wood Crescent and Morris Drive	Westbound on Morris Drive
Centre Street and Greenwood Drive	Northbound on Greenwood Drive
5 <sup>th</sup> Line and Milson Crescent	Eastbound on Milson Crescent – north leg
5 <sup>th</sup> Line and Milson Crescent	Eastbound on Milson Crescent – south leg
Greenwood Drive and Mandley Street	Eastbound on Mandley Street
Gold Park Gate and Mandley Street	Southbound on Mandley Street
Gold Park Gate and Decarolis Crescent	Southbound on Decarolis Crescent - East
Gold Park Gate and Decarolis Crescent	Southbound on Decarolis Crescent - West
Battalion Drive and Decarolis Crescent	Eastbound on Battalion Drive
Battalion Drive and Decarolis Crescent	Westbound on Battalion Drive
Gold Park Gate and Sasco Way	Northbound on Sasco Way
Maplewood Drive and Sasco Way	Westbound on Sasco Way
Greenwood Drive and Banting Crescent	Northbound and Southbound on Greenwood Drive and Westbound on Banting Crescent (All Way)
Greenwood Drive and Arnold Crescent	Eastbound on Arnold Cres
Greenwood Drive and Quigley Street	Westbound on Quigley Street
Quigley Street and Banting Crecent	Eastbound on Quigley Street
Quigley Street and Red Cedar Lane	Northbound on Red Cedar Lane

**By-law 2019-40  
Schedule "A"**

Provide for the Erection of Stop Signs at Intersections

<b>COLUMN 1 Intersection</b>	<b>COLUMN 2 Facing Traffic</b>
Greenwood and Mike Hart Drive	Northbound and Southbound on Greenwood Drive and Westbound on Mike Hart Drive (All Way)
Greenwood Drive and Elphick Street	Northbound and Southbound on Greenwood Drive and Eastbound on Elphick Street (All Way)
Greenwood Drive and Willoughby Road	Southbound on Greenwood Drive
Mike Hart Drive and Red Cedar Lane	Eastbound and Westbound on Mike Hart Drive and Southbound on Red Cedar Lane (All Way)
Mike Hart Drive and Wagner Crescent	Northbound on Wagner Crescent – West
Mike Hart Drive and Banting Crescent	Southbound on Banting Crescent
Mike Hart Drive and Wagner Crescent	Northbound on Wagner Crescent - East
Stevenson Street and Wagner Crescent	Eastbound on Stevenson Street
Stevenson Street and Wagner Crescent	Westbound on Stevenson Street
Wagner Crescent and Hutton Crescent	Southbound on Hutton Crescent – East
Wagner Crescent and Hutton Crescent	Southbound on Hutton Crescent – West
Greenwood Drive and Brownley Lane	Eastbound on Brownley Lane
Brownley Lane and Arnold Crescent	Northbound and Southbound on Arnold Crescent
Brownley Lane and Arnold Crescent	Westbound on Arnold Crescent - South
Brownley Lane and Elphick Street	Northbound and Southbound on Brownley Lane and Westbound on Elphick Street
Brownley Lane and Elphick Street	Northbound on Elphick Street - East
19 <sup>th</sup> Sideroad and Gillespie Trail	Southbound on Gillespie Trail
Denney Drive and Gillespie Trail	Westbound on Gillespie Trail

THE CORPORATION OF THE TOWNSHIP OF ESSA

BY-LAW 2019 - 41

Being a By-law to provide for the adoption of a Tax Rate for the Business Improvement Area in Angus for 2019.

WHEREAS the *Municipal Act*, S.O. 2001, Chapter 25 provides that the Council of the local Municipality shall in each year prepare and adopt estimates of all sums required during the year on all rateable property in the local municipality; and

WHEREAS the *Municipal Act*, S.O. 2001, Chapter 25 provides that the Council of the local Municipality shall in each year pass a by-law levying a separate tax rate, as specified in the by-law, on the assessment in each property class in the local municipality rateable for local municipality purposes; and

WHEREAS the *Municipal Act*, S.O. 2001, Chapter 25 Sections 308(2)(5), provides that a set of tax ratios shall be established for every municipality and that the County of Simcoe By-law No. 6796 passed on April 9, 2019, established these tax ratios; and

WHEREAS the *Assessment Act*, R.S.O. 1990, Chapter A.31, as amended, establishes the classes of real property and methods of assessment, as well as provides for alterations to the Collector's Roll;

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

1. The 2019 budget for the Angus Business Improvement Area is hereby set at \$56,208.59 and that \$29,500 be transferred from the BIA Reserve Fund.
2. The following tax rates expressed as a percentage are hereby adopted to be applied against the whole of the assessment for real property for the Angus Business Improvement Area purpose to levy \$26,708.59 in 2019.

<u>TAX CLASS</u>		<u>TAX RATE</u>
Commercial	- occupied	0.0465379%
Shopping	- occupied	0.0465379%
New Construction Commercial	- occupied	0.0465379%

3. The collector shall mail or cause the same to be mailed, not later than 21 days prior to the date the first instalment is due, to the residence or place of business of such person indicated on the last revised assessment roll, a written or printed notice specifying the amount of taxes payable, the date by which it is to be paid and the penalty charge imposed for late payment.

4. The date(s) for payment of taxes levied under the authority of this By-law shall be as follows:

Due date of First Final Instalment

September Three banking days before the last banking day of

Due date of Second Final Instalment

November Three banking days before the last banking day of

5. That the taxes shall be payable to the Corporation on or before the due date and shall be payable at the Municipal Office, or at the Banks of Nova Scotia in Angus and Alliston, or at the Royal Bank of Canada in Cookstown, or at the Toronto-Dominion Bank in Alliston. Payments made at the above Bank branches shall be deemed to be paid to the Corporation on the date the Corporation receives payment. The resident (or presenter of the bill) will be responsible to pay any applicable service charge to the financial institution accepting the payment. Electronic Fund Transfers (EFT) are available through a Pre-Authorized Payment Plan with the Township and Telephone EFT with various Financial Institutions. In addition, payment can be left after hours at the Municipal Office drop box on the lower level, side entrance.
6. That the Treasurer of the Corporation shall add to the amount of all taxes due and unpaid and levied under the authority of this By-law, a penalty charge equal to one and one-quarter (1.25%) per cent of such amount on the first day of the calendar month following the due date, and on the first day of each calendar month thereafter in which default continues. After the end of the year in which the taxes are levied and are unpaid, statutory interest of one and one-quarter (1.25%) per cent per month will apply.
7. That the Treasurer and/or designate, are hereby authorized to accept part payment from time to time on account of any such taxes that are due and to give a receipt for such part payment, provided that acceptance of any such part payment shall not affect the collection of any penalty charges imposed and collectable in respect of non-payment of the taxes or any installment thereof, and that such part-payment is applied first against the principal taxes owing.
8. That there be imposed a handling fee of \$30.00 for any returned cheques.
9. This By-law shall come into force and take effect on the date it is finally passed.

READ A FIRST, AND TAKEN AS READ A SECOND AND THIRD TIME AND  
FINALLY PASSED on the 15<sup>th</sup> day of May, 2019.

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

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



92

**THE CORPORATION OF THE TOWNSHIP OF ESSA**

**BY-LAW 2019 - 42**

**Being a By-law to provide for the adoption of tax rates for 2019.**

WHEREAS the *Municipal Act*, S.O. 2001, Chapter 25 provides that the Council of the local Municipality shall in each year prepare and adopt estimates of all sums required during the year on all rateable property in the local municipality; and

WHEREAS the *Municipal Act*, S.O. 2001, Chapter 25 provides that the Council of the local Municipality shall in each year pass a by-law levying a separate tax rate, as specified in the by-law, on the assessment in each property class in the local municipality rateable for local municipality purposes; and

WHEREAS The *Municipal Act*, S.O. 2001, Chapter 25 Sections 308(2)(5), provides that a set of tax ratios shall be established for every municipality and that the County of Simcoe By-law No. 6796 passed on April 9, 2019, established these tax ratios; and

WHEREAS the *Assessment Act*, R.S.O. 1990, Chapter A.31, as amended, establishes the classes of real property and methods of assessment, as well as provides for alterations to the Collector's Roll; and

WHEREAS the Council of the Township of Essa has reviewed the estimates required for all purposes for the year 2019 and has held special meetings for budget discussions on January 16, 2019, February 6, 2019, and February 20, 2019, as advertised to the public, pursuant to section 291 of the *Municipal Act*, S.O. 2001;

WHEREAS the *Municipal Act*, S.O. 2001, Chapter 25, Section 329, as amended, contains the rules governing the mandatory 5% (five percent) limit on CVA-related tax increases for commercial, industrial and multi-residential properties; and

WHEREAS the *Municipal Act*, S.O. 2001, Chapter 25, Section 329.1 as amended, may modify the provisions and limits set out in Section 329 and within the meaning of Section 331 of the Act, as established and approved by the Upper Tier to govern all Lower Tier municipalities and that the County of Simcoe By-law No.6796 passed on April 9, 2019, establishes these limits; and

WHEREAS the *Municipal Act*, S.O. 2001, Chapter 25, Section 391 as amended, permits the imposition of fees or charges on persons for services provided or done by or on behalf of any other municipality; and

9c

WHEREAS the *Municipal Act*, S.O. 2001, Chapter 25, Section 398(1) (2) as amended, permits that fees or charges constitute a debt of the person to the municipality and that such amount owing can be added to the Tax Roll and collected in same manner as municipal taxes; and

WHEREAS County of Simcoe By-law No. 6796 passed on April 9, 2019, established tax rates for County purposes for the year 2019; and

WHEREAS Section 257.12.1(b) of the *Education Act*, R.S.O. 1990, c.E.2 as amended, provides for the Minister of Finance to make regulations prescribing tax rates for school purposes, as established in Ontario Regulations;

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

1. The 2019 levy for Township purposes, levy is hereby set at \$6,883,541.
2. The 2019 estimate for Simcoe County purposes, including Simcoe County Waste Management costs, is hereby set at \$9,014,320.
3. The 2019 estimate for Education purposes is hereby set at \$6,042,632.
4. The following tax rates expressed as a percentage are hereby adopted to be applied against the whole of the assessment for real property for municipal purposes:

<u>TAX CLASS</u>	<u>TAX RATE</u>
Residential	0.239746%
Multi-Residential	0.2720217%
Commercial - occupied	0.3001859%
- vacant	0.2101301%
Pipelines	0.3108546%
Farm	0.0599360%
Managed Forests	0.0599360%
Industrial - occupied	0.3230737%
- vacant	0.2261516%

5. The following tax rates expressed as a percentage are hereby adopted to be applied against the whole of the assessment for real property for Simcoe County purposes, including Simcoe County Waste Management:

<u>TAX CLASS</u>	<u>TAX RATE</u>
Residential	0.278999%
Multi-Residential	0.316559%
Commercial - occupied	0.349335%
- vacant	0.244534%

Pipelines	0.361750%
Farm	0.069750%
Managed Forests	0.069750%
Industrial - occupied	0.375970%
- vacant	0.263179%

6. The following tax rates expressed as a percentage are hereby adopted to be applied against the whole of the assessment for real property for School purposes:

<u>TAX CLASS</u>	<u>TAX RATE</u>
Residential	0.161000%
Multi-Residential	0.161000%
Commercial - occupied	1.030000%
- vacant	0.721000%
Pipelines	1.268581%
Farm	0.040250%
Managed Forests	0.040250%
Industrial - occupied	1.290000%
- vacant	0.903000%

7. The taxes on railway rights of way (ROW) for 2019 is due to the Township in accordance with the prescribed rates as established by the Minister of Finance pursuant to section 315 of the *Municipal Act*, S.O. 2001, as amended, and the ROW taxes due shall be based on the assessment roll and the tax rates for the year.

8. The collector shall mail or cause the same to be mailed, not later than 21 days prior to the date the first instalment is due, to the residence or place of business of such person indicated on the last revised assessment roll, a written or printed notice specifying the amount of taxes payable, the date by which it is to be paid and the penalty charge imposed for late payment.

9. The date(s) for payment of taxes levied under the authority of this By-law shall be as follows:

Due date of First Final Instalment  
Three banking days before the last banking day of September

Due date of Second Final Instalment  
Three banking days before the last banking day of November

10. That the taxes shall be payable to the Corporation on or before the due date and shall be payable at the Municipal Office, or at the Banks of Nova Scotia in Angus and Alliston, or at the Royal Bank of Canada in Cookstown, or at the Toronto-Dominion Bank in Alliston. Payments made at the above Bank branches shall be deemed to be paid to the Corporation on the date the Township receives the

9c

payment. The resident (or presenter of the bill) will be responsible to pay any applicable service charge to the financial institution accepting the payment. Electronic Fund Transfers (EFT) are available through a Pre-Authorized Payment Plan with the Township and Telephone EFT with various Financial Institutions. In addition, payment can be left after hours at the Municipal Office drop box on the lower level, side entrance.

11. That the Treasurer of the Corporation shall add to the amount of all taxes due and unpaid and levied under the authority of this By-law, a penalty charge equal to one and one-quarter (1.25%) per cent of such amount on the first day of the calendar month following the due date, and on the first day of each calendar month thereafter in which default continues. After the end of the year in which the taxes are levied and are unpaid, statutory interest of one and one-quarter (1.25%) per cent per month will apply.
12. That the Treasurer and/or designate, are hereby authorized to accept part payment from time to time on account of any such taxes that are due and to give a receipt for such part payment, provided that acceptance of any such part payment shall not affect the collection of any penalty charges imposed and collectable in respect of non-payment of the taxes or any installment thereof, and that such part-payment is applied first against the principal taxes owing.
13. That there be imposed a handling fee of \$30.00 for any returned cheques.
14. This By-law shall come into force and take effect on the date it is finally passed.

READ A FIRST, AND TAKEN AS READ A SECOND AND THIRD TIME AND  
FINALLY  
PASSED on this the 15th day of May, 2019.

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Sandie Macdonald, Mayor

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Lisa Lehr, Clerk

**THE CORPORATION OF THE TOWNSHIP OF ESSA**

**BY-LAW 2019 - 43**

**Being a By-law to amend the Township's Zoning By-Law, By-law No. 2003-50, as amended, affecting various properties, by rezoning the farmland to Agricultural (A-1) Zone in order to prohibit a dwelling.**

WHEREAS the Council of the Corporation of the Township of Essa may pass by-laws pursuant to Section 34 of the Planning Act, R.S.O 1990, as amended; and

WHEREAS the Council of the Corporation of the Township of Essa has determined a need to rezone farmland, where surplus dwellings have been severed, to prohibit new homes;

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

1. That Schedule A to By-law 2003-50 is hereby amended by rezoning those lands shown on Schedule 1, and attached herein, and labelled as "A-1", to no longer permit a dwelling.
2. That Section 6.4, Special Provisions, of By-law No. 2003-50, is amended by adding the following after 6.4.1:

"Con 6, Part Lot 3  
 Con 7, Part Lot 9  
 Con 8, Part Lot 14  
 Con 10 Part Lots 22 and 23"

3. That this By-law shall take effect as of the date of passing, subject to the provisions of the Planning Act, R.S.O. 1990, Chap. P.13 as amended.

READ A FIRST, AND TAKEN AS READ A SECOND AND THIRD TIME AND FINALLY PASSED on this the 15<sup>th</sup> day of May, 2019.

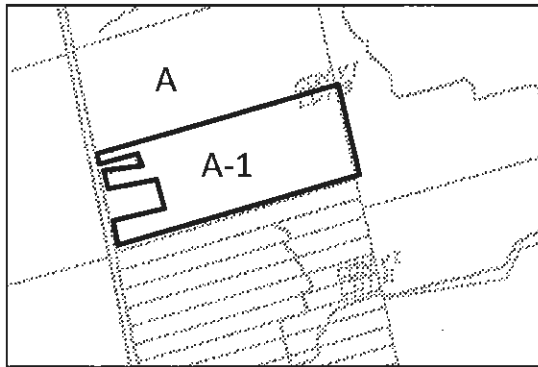
\_\_\_\_\_  
Sandie Macdonald, Mayor

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

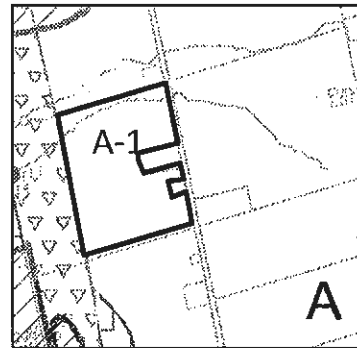
# SCHEDULE 1

## REZONING TO AGRICULTURAL – SPECIAL PROVISION (A-1) – TO PROHIBIT A DWELLING

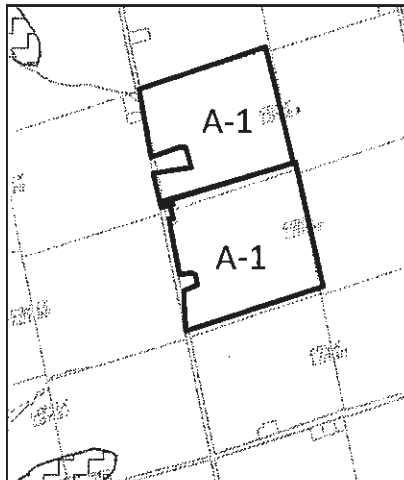
Conc. 6, Part Lot 3



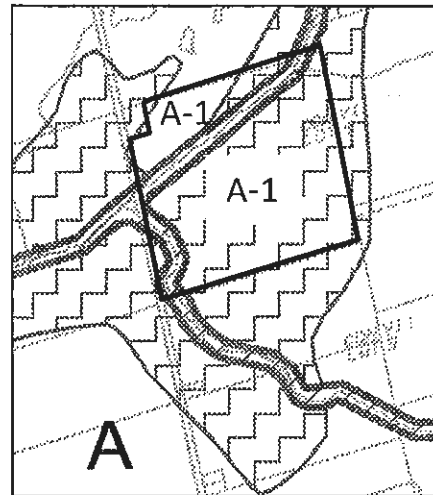
Conc. 8, Part Lot 14



Conc. 10, Part Lots 22 and 23



Conc. 7, Part Lot 9



Lands to be Rezoned from Agricultural (A) Zone  
to  
Agricultural, Exception (A-1) Zone to Prohibit a  
Dwelling Unit

**THE CORPORATION OF THE TOWNSHIP OF ESSA**

**BY-LAW 2019 - 44**

**A By-law to provide for a Model Home Agreement for a Plan of Subdivision for Part of East Half Lot 31, Concession 4 (Briarwood (Angus) Ltd.)**

WHEREAS Briarwood (Angus) Ltd. is the owner of Part of East Half Lot 31, Concession 4, and the developer has received draft plan approval from the Municipality; and

WHEREAS the Council of the Corporation of the Township of Essa is empowered to enter into agreements relating to the approval of plans of subdivision pursuant to Section 51(26) of the *Planning Act*, R.S.O. 1990; and

WHEREAS the Township and the developer desire to enter into an Agreement in order to permit model homes on the aforesaid property in accordance with a Model Home Agreement; and

WHEREAS Council deems it advisable to enter into such an Agreement;

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

1. The Agreement attached hereto is approved by Council, and Council agrees to the terms of the aforesaid Agreement.
2. The Mayor and Clerk are hereby authorized to execute the subject Agreement and all other documentation necessary to give effect to the attached Agreement.
3. This By-law and Agreement attached shall be registered in the Land Titles Office for the County of Simcoe after execution by all parties.
4. This By-law comes into force and effect on the day it is finally passed.

READ A FIRST, AND TAKEN AS READ A SECOND AND THIRD TIME AND FINALLY PASSED on this the 15<sup>th</sup> day of May, 2019.

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

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

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Pursuant to s. 51(26) of  
The Planning Act, R.S.O. 1990, c.P.13

**MODEL HOME AGREEMENT**

made this      day of                      , 2019.

**BETWEEN:**

**THE CORPORATION OF THE TOWNSHIP OF ESSA**

Hereinafter called the "Township"

**OF THE FIRST PART;**

- and -

**BRIARWOOD (ANGUS) LTD.**

Hereinafter called the "Developer"

**OF THE SECOND PART**

All of which are collectively referred to herein as the "Parties".

**RECITALS**

1. The Developer is the owner of the lands (called throughout the "Lands") in the Township of Essa, in the County of Simcoe, described as follows:

Part East half of Lot 31, Concession 4, in the Township of Essa, County of Simcoe designated as Part 1 on Plan 51R-24531 and Part 1 on Plan 51R-36151; being all of PIN: 58104-0357 (LT) as described in Schedule "A" attached.

2. The Developer proposes to subdivide the Lands and is proceeding with a Plan of Subdivision (called throughout the "Plan"), a reduced copy of which is attached as Schedule "B", engineering drawings and a Subdivision Agreement ("Subdivision Agreement").
3. The Developer warrants that it received draft plan approval from The Corporation of the Township of Essa ("Township") on June 6, 2018 for the approval of the Plan of Subdivision being Draft Plan number E-T-0503.
4. The Developer has requested permission to erect model homes ("Model Homes") on some of the lots in the Plan prior to the execution of the Subdivision Agreement, registration of the Plan and completion of servicing for the Plan through a Model Home Agreement ("Agreement").
5. The Township has agreed to allow the Developer to erect Model Homes on certain Lots or Blocks in the Plan.

43



- 6. The proposed Plan will require the connection of each proposed unit to the Township's sanitary sewage collection and treatment system ("Sanitary Sewage System") and to the Township's water supply and distribution system ("Water System").
- 7. The Developer wishes to construct and operate the Model Homes prior to the urbanization of Street B, and prior to the installation of services and external services.
- 8. The Developer wishes to install a temporary parking area on Lot 1 on the Plan to provide a total of 10 parking spaces for the Model Homes, including one accessible parking space, with vehicular access for the parking spaces to be provided via a paved driveway off of Centre Street.
- 9. The Parties have entered into this Agreement for the purpose of setting out the terms and conditions upon which the Model Homes may be erected.
- 10. 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 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 work previously completed by it, notwithstanding any prior inspections by the Township or the Township's Engineer.
- 11. The Developer is working to obtain written approval from various agencies, including but not limited to the Ministry of the Environment and Climate Change, Conservation Authority, 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 the installation of services, to the satisfaction of the Township and the Township's Engineers. These approvals must be provided to the Township prior to final approval of the Plan by the Township.
- 12. The Developer is working to obtain written confirmation from utility companies including but not limited to, hydro, telephone, cable, and gas that satisfactory agreements have been reached for the provision of respective services.

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**

- 2.1. The 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. Model Home Conditions

4.1. The Township agrees to issue building permits for a maximum of two (2) single family detached Model Homes on the following terms and conditions:

4.1.1. Model Homes are to be constructed only on Lots 1, 2 and 3.

4.1.2. In addition to all other security provided by the Developer to the Township, the Developer shall provide with each building permit application for Model Homes, the amount of Two Hundred Fifty Dollars (\$250.00) a non-refundable an administrative fee to cover the cost of the administrative work associated with creating a new file and then linking it to data within the Township's building department database.

4.1.3. The Developer shall provide prior to submission of any building permit applications for Model Homes, security in the amount of Ten Thousand Dollars (\$10,000.00) (in cash or by way of a Letter of Credit) to ensure that the obligations of the Developer are carried out as required by the terms of this Agreement. The Township agrees that such security shall not be released or returned to the Developer until a Subdivision Agreement has been entered into and executed by the Developer, and registered on the Lands.

4.1.4. The overall grading plan for the Plan has been approved by the Township and there has been preliminary acceptance of the grading and drainage system for the model home lots by the Township's Engineer.

4.1.5. Approval by the Township's Engineer of a certificate issued by the Developer's Engineer, that the buildings to be erected on the Model Home lots are in conformity with the overall grading plan, or have received the approval of the Township's Engineer with respect to any variance to the grading plan, and approval of individual lot grading and servicing plans for each Model Home lot.

4.1.6. Water, sewage, hydro, telephone and gas services will be connected to the Model Homes as soon as such services are available.

4.1.7. The Model Homes will be used as sales offices and will be "occupied" as such. Water supply for fire fighting is to be made available to the satisfaction of the Township's Fire Chief.

4.1.8. The Model Homes shall not be transferred until the Plan has been registered and all the Township's normal requirements for provisional occupancy have been complied with.

4.1.9. The Developer has filed all required plans and specifications required by the Township or any other relevant authorities, and paid all building permit fees, development charges, and other charges that may be applicable.

4.1.10. The Developer will retain the services of a professional in order to locate the foundation for each Model Home, certify and that it will be located within the lots in accordance with the required zoning setbacks of the Township's applicable Zoning By-Law, and provide individual plot plans satisfactory to the Township, all at the time of the application for a building permit.

4.1.11. The Developer agrees to display the information set out in Schedule "D" attached in the Model Home Sales Office.

4.1.12. The Developer agrees that the civic address shall be posted and clearly visible for emergency response purposes.

**5. Use of the Model Home**

5.1. The Developer covenants and agrees that the use of the lands for the Model Homes to constructed as shown on Schedule "C" shall be restricted to the following uses:

- 5.1.1. Model Home display;
- 5.1.2. a sales office; and
- 5.1.3. the parking of motor vehicles

5.2. The Developer shall be entitled to erect, decorate, and furnish the Model Homes for display, and members of the public shall be permitted to access for the purpose of inspecting, examining, and viewing same. The Township will allow the Model Homes to be "occupied" but at no time shall the Model Homes be lived in, used for habitation purposes, or made available for residential use. Any change of use will be subject to the Developer entering into a further Agreement with the Township.

**6. Unique Servicing Requirements**

6.1. The Developer agrees that parking for the Model Homes will be located only on Lot 1 on the Plan. Access to the Model Homes located on Lots 2 and 3 on the Plan will be through the sales offices and showrooms, and a temporary landscaped walkway will connect the Model Homes on Lots 2 and 3 on the Plan to the parking area on Lot 1 on the Plan.

6.2. The Developer agrees that rear limit of Lot 1 through 5 on the Plan is to be entirely fenced by a privacy fence in association with the model home development as approved by the Township, prior to construction of the Model Homes at the Developer's expense.

6.3. The Developer agrees that since construction and operation of the Model Homes will be allowed to proceed prior to the urbanization of Street B and prior to the installation of all external services, the Model Homes will function as dry models only with no fresh or waste water servicing within the Model Homes. The Developer further agrees that a portable unit will be located at the rear of Lot 2 on the Plan, which will be fully heated and serviced with its own fresh and waste water tanks all within an enclosed unit.

6.4. The Developer shall be responsible for the operation and maintenance of the fresh (non-potable) water, and sanitary holding tanks until such time as municipal services are connected to a Model Home. A contract for a sewage and water hauler to be on stand-by, is to be put in place by the Developer prior to the Model Homes/sales centre being opened.

6.5. The Developer shall ensure that the temporary water and sanitary holding tanks are removed by the Developer within 30 days following connection of the Model Homes to municipal water.

**7. Building Permits**

7.1. The Township and Developer agree that the issuance of building permits and construction of the Model Homes is entirely at the risk of the Developer and without liability or responsibility of any kind to the Township.

92

**8. Occupancy Violation**

- 8.1. If for any reason, occupancy of any Model Home occurs before an occupancy report is issued, damages, which are difficult to estimate might be suffered by the Township and therefore, the parties agree to pre-estimated liquidated damages in the amount of two hundred fifty dollars (\$250.00) per dwelling unit, per day, to be paid by the Developer to cover the additional costs of administration, inspection, fire protection, etc.
- 8.2. The liquidated damages shall commence with and include the day of occupancy and end when the Plan is registered. If the Developer fails to pay to the Township monies owing under this paragraph within thirty (30) days of the date of a bill being issued, the money owing may be deducted from the cash deposit or Letter of Credit.

**9. Access and Fire Route**

- 9.1. Access to the Lands will be temporary and in accordance with the Plan as shown on Schedule "C" and subject to obtaining an Access Permit from the Township. At all times, the Developer shall maintain a minimum six (6) metre wide fire route access to be constructed of suitable granular material and to be kept dust-free and clear of all obstructions. The Developer shall maintain the access route at all times including during the winter at its risk and expense. The Developer will provide any signage required by the Township including its Fire Department. On registration of the Plan, or termination of the Agreement, the Developer will remove the access including the parking area and restore the Lands to an appropriate condition as determined by the Township in its sole discretion acting reasonably.

**10. Zoning Conformity**

- 10.1. The Developer acknowledges that it is the obligation of the Developer to ensure that the Model Homes will conform with all of the zoning requirements of the Township upon registration of the Plan. In the event that any variance or By-Law Amendment is required, it will be entirely at the risk and cost of the Developer, and in the event that required approvals are not obtained, the Developer shall remove the Model Homes if compliance cannot otherwise be achieved.

**11. Development Charge Payment**

- 11.1. The Developer acknowledges that the Model Homes are subject to payment of Development Charges in accordance with the Township's Development Charge By-Law. As these lots will be included in a Subdivision Agreement in which the development charge rates and any credits for the Plan will be calculated, the funds for the hard and soft services will collected at the time building permits for the Model Homes are applied for. Should the Plan not be registered within the required time frame as set out in the Agreement, and provisions have been agreed to, which allow for the Model Homes to remain, the Developer shall pay the then current rate for any outstanding Development Charges.

**12. Roads**

- 12.1. 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, nor shall any services be connected on any of the above types of roads without the written approval of the Township.

**13. Access Roads**

- 13.1. The Developer covenants 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.

**14. Privacy Fencing**

14.1. The Developer agrees to construct at its own expense a 1.8 metre (6 foot) high wooden privacy fence where the Model Homes abuts all existing homes.

**15. Soil Conditions**

15.1. The Developer acknowledges and agrees that the Township approvals do not verify or confirm the adequacy of soil conditions, including soil contamination, for the construction of Model Homes, and the Developer agrees to indemnify and save harmless the Township from all actions or claims relating to soil conditions, and/or soil contamination on the Lands.

**16. Dust Control**

16.1. 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.

16.2. 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.

16.3. 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.

16.4. 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 construction of the Model Homes. The clean-up must be completed in a time frame satisfactory to the Township.

16.5. 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.

16.6. 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.

16.7. 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.

- 16.8. 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.
- 16.9. The Developer acknowledges and agrees that any 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.
- 16.10. 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 any Letter of Credit held by the Township or 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.

**17. Construction Refuse**

- 17.1. The Developer acknowledges and agrees that all construction refuse and debris from the Model Homes must be disposed of in an orderly and sanitary fashion in an existing County of Simcoe landfill site.
- 17.2. The Developer acknowledges that the Township is not responsible for the removal or disposal of refuse and debris.
- 17.3. The Developer acknowledges and agrees that no refuse or debris is to be deposited on areas of the Plan not under construction.
- 17.4. 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.
- 17.5. The Developer acknowledges and agrees that any 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.
- 17.6. 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 or 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.

**18. Insurance**

- 18.1. The Developer agrees to provide to the Township, prior to commencement of construction of the Model Homes, a certificate of insurance evidencing Commercial General Liability Insurance ("CGL") in an amount of no less than Five Million Dollars

(\$5,000,000) per occurrence, including but not limited to the Township, the Township's Agents and the Township's Engineer, as additional insured for insurance against all damages or claims for damages arising solely out of the operations of the Developer. The Developer shall keep the aforesaid insurance policy in effect until such time as all work has been completed to the satisfaction of the Township, and the Completed Operations portion of the coverage must be in force until any Maintenance Period has expired.

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

- 18.1.1.1.** Commercial General Liability Insurance of not less than Five Million Dollars (\$5,000,000) per occurrence;
- 18.1.1.2.** non-owned automobile liability;
- 18.1.1.3.** cross liability and severability of interest;
- 18.1.1.4.** sixty (60) days' cancellation or material change notice to all additional insured; and
- 18.1.1.5.** additional insured, as required.

**18.2.** 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.

**18.3.** 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.

**18.4.**

**18.4.1.** 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.

**18.4.2.** The Developer further acknowledges and agrees that in the event that the insurance premiums are not paid by the Developer as required by its insurer, the insurer must give 45 days' cancellation notice to the Township as set out in Section 18.1.1.4. above, and the Township shall then be at liberty to pay any outstanding premiums and put the CGL back in force as though there had been no failure to make any payments in a timely manner.

18.5. 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.

#### 19. Termination

19.1. In the event that the Plan is not registered within three (3) years of the execution of this Agreement, the model home provisions herein shall expire, and the said homes may no longer be used for any purpose except as may be permitted in the zoning provisions in effect at the time. Further, the Developer shall forthwith after the expiry as contemplated herein, take any and all necessary steps to comply with the currently effective regulations and by-laws of the Township, failing which the Township, after providing thirty (30) days' notice, may draw upon any securities in its possession up to an amount required to correct any contravention, including demolition and removal. The Developer agrees that the amount of the security shall not constitute the maximum liability of the Developer in this regard. Any amount for which there is insufficient security to cover shall automatically form a first charge on the Lands.

#### 20. Failure to Complete Work

20.1. The Developer agrees that should they fail to complete any of the Work contemplated or required by the Agreement, or should they not complete any of the 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 Work but the Township has the right to complete the Work if it so chooses. The Developer agrees that the Township in its sole discretion shall have the right to enter onto the 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.

#### 21. Mortgages

21.1. All Mortgagees consent to and agree to:

21.1.1. be bound by the terms of this Agreement;

21.1.2. 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;

21.1.3. 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;

21.1.4. 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;



- 21.1.5. 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
- 21.1.6. 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.

22. Notice

22.1. Where this Agreement requires notice to be delivered by one party to the other, such notice shall be in writing and delivered either personally or by facsimile transmission, by one party to the other party at their addresses noted below. Such notice shall be deemed to have been given, if by personal delivery, on the date of delivery, and if by facsimile transmission, on date of delivery with electronic confirmation of receipt obtained:

TOWNSHIP:

THE CORPORATION OF THE TOWNSHIP OF ESSA  
5786 County Road 21  
Utopia, Ontario  
L0M 1T0

Attention: Greg Murphy, C.A.O.  
Fax: (705)424-2367  
Email: gmurphy@essatownship.on.ca

DEVELOPER:

BRIARWOOD (ANGUS) LTD.  
636 Edward Avenue, Unit 14  
Richmond Hill, Ontario  
L4C 0V4

Attention: Fausto Saponara  
Email: fausto@briarwoodhomes.ca

It is agreed that such addresses and facsimile numbers may be changed by written notice to the Parties.

23. Applicable Laws

23.1. 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 Ontario Building Code, 1992, S.O. 1992, c.23, *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.

23.2. 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.

23.3. 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.

**24. Other Applicable Laws**

24.1. 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.

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

25.1. 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 and engineering advice, including negotiations involving the Township, 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.

25.2. 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.

25.3. 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.

25.4. The Developer understands and agrees that accounts will be submitted to the Developer through the Township 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.

25.5. 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 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.

25.6. 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.

**26. Securities**

26.1. Before signing the Agreement, the Developer will deposit with the Treasurer of the Township cash, or 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 form attached as Schedule "E" for the amount set out in Section 4.1.3.

26.2. 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.

26.3. Any 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.

26.4. 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 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.

26.5. In the event of an increase to any costs of the Township, it 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.

26.6. 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.

**27. Reduction in Security**

27.1. 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.

9e

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

- 28.1. 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 Lien 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.
- 28.2. 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.

**29. Performance of Covenants**

- 29.1. 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*").

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

- 30.1. 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 this Agreement and the parties are entitled to all remedies arising from it, notwithstanding any provision of s.51 of the *Planning Act*, R.S.O. 1990, c. P.13, (the "*Planning Act*") interpreted to the contrary. The Developer and the Township 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 either party. The Developer further agrees that it shall not take the benefit of this Agreement and allege entitlement to any greater rights than as set out in this Agreement. The provisions of this paragraph may be pleaded by either party in any action or proceeding as an estoppel of any denial of such right.

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

- 31.1. 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*, 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.

**32. Further Assurances**

32.1. 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.

**33. No Fettering of Discretion**

33.1. 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.

**34. Severability and Enforceability**

34.1. 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.

**35. Waiver**

35.1. 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.

**36. Developer's Expense**

36.1. Every provision of this 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.

**37. Effective Date**

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

**38. Interpretation of Agreement**

38.1. 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.

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

38.3. 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.

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

38.5. 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.

38.6. 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.

**39. Entire Agreement**

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

**40. Extension of Time**

40.1. 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.

**41. No Modification**

41.1. 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.

**42. Registration**

42.1. The Developer consents to the registration of this Agreement on the Lands by the Township at the sole discretion of the Township.

**43. Change In Ownership**

43.1. 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, this Agreement may be terminated upon written notice by the Township.

**44. Governing Law**

44.1. This 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.

**45. Enurement**

45.1. This Agreement shall be binding on the Parties hereto and shall enure to the benefit of their successors and assigns.

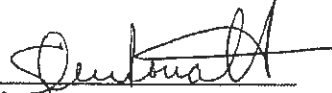
**46. Schedules**


46.1. The Schedules attached hereto form part of the Agreement and are comprised of:

- Schedule "A" Description of Lands being Developed;
- Schedule "B" Reduced Copy of M-Plan;
- Schedule "C" Location Sketch of Model Homes;
- Schedule "D" Information to be Displayed in a Sales Office of a Model Home; and
- Schedule "E" Form of Letter of Credit.

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.

**BRIARWOOD (ANGUS) LTD.**

Per:   
Name: Fausto Saponara  
Title: A.S.O.

I have authority to bind the corporation.

SCHEDULE "A"

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

**DESCRIPTION OF LANDS BEING DEVELOPED**

Part East half of Lot 31, Concession 4, in the Township of Essa, County of Simcoe designated  
as Part 1 on Plan 51R-24531 and Part 1 on Plan 51R-36151; being all of PIN: 58104-0357 (LT)

being Lots 1 through 162 (inclusive) and Blocks 163 through 171 (inclusive) ("Lands") on the  
unregistered plan of subdivision ("Plan")



ae

SCHEDULE "B"

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

**A reduced copy of the unregistered M-Plan is available for viewing at the Township of Essa offices during regular business hours.**

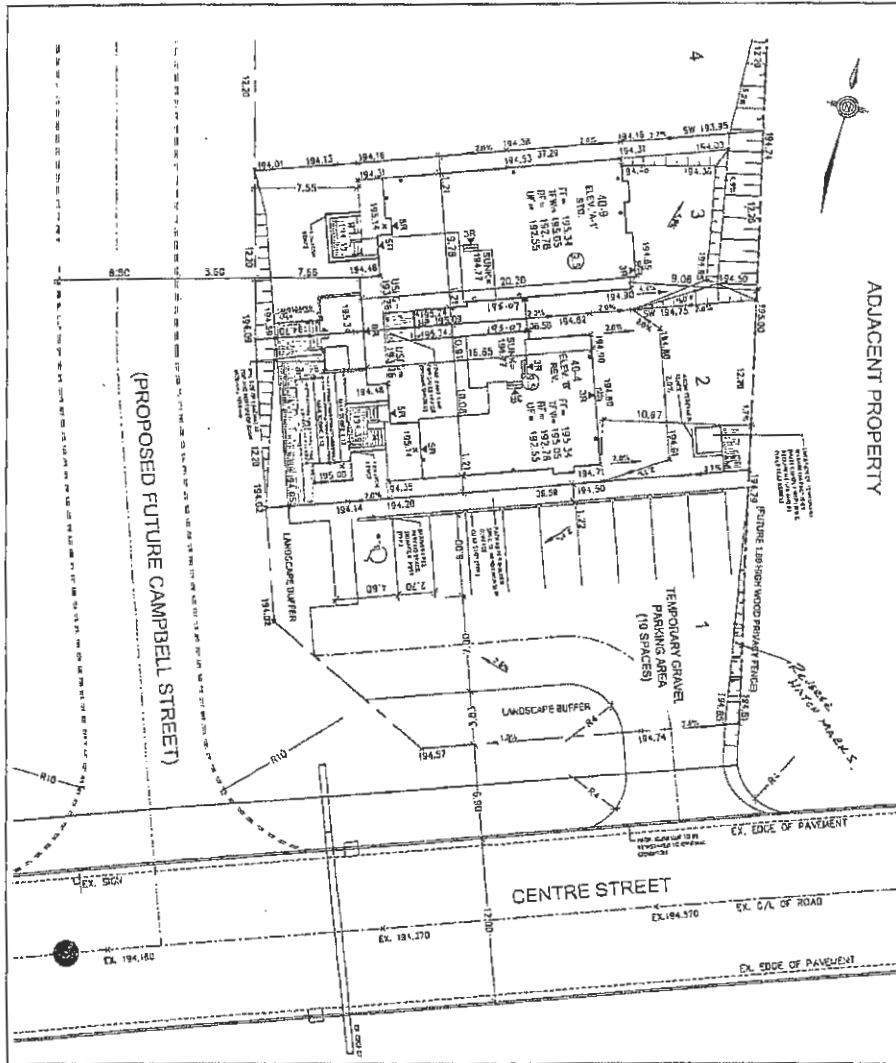
ed

MS

**SCHEDULE "C"**

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

**Location Sketch of Model Homes**



Client <b>BRIARWOOD HOMES</b>			
Project Name <b>ANGUS TOWNSHIP OF ESSA</b>			
Sheet Title <b>SALES OFFICE / MODEL HOMES SITEPLAN</b>			
<ul style="list-style-type: none"> <li>→ STREET LIGHT</li> <li>○ HYDRANT</li> <li>□ TRANSFORMER</li> <li>● WALK CHAMBER</li> <li>— WATER SERVICE</li> <li>□ CATCH BASIN</li> <li>▷ STA &amp; SAN CONNECT</li> <li>— SWALE DIRECTION</li> <li>□ BILL POSTAL</li> <li>□ SUPER MAIL BOX</li> <li>● EXTERIOR DOOR LOCATION</li> <li>— SIDE WALKOFF LOCATION</li> <li>— EMBANKMENT 3:1 MAX S:30%</li> <li>— RAINWATER DRAINAGE</li> </ul>		<ul style="list-style-type: none"> <li>--- HYDRO FLOOR ELEVATION</li> <li>TTW FINISHED FLOOR ELEVATION</li> <li>FBE BASEMENT FLOOR ELEVATION</li> <li>USF UNDERSIDE OF FOOTING</li> <li>FPF FINISHED GAR. SLAB-REAR</li> <li>UFC UNDERSIDE OF FTG.-FR.</li> <li>UFR UNDERSIDE OF FTG.-REAR</li> <li>WCD WALK OUT DECK</li> <li>WCB WALK OFF BASEMENT</li> <li>SWO SEMI WALK OUT</li> <li>RPV REVERSE PLANS</li> <li>2R, 3R NUMBER OF RISERS</li> <li>○○○○○○ PROPOSED ELEVATION</li> <li>○○○○○○ EXISTING ELEVATION</li> <li>— DECORATIVE METAL FINISH</li> </ul>	
Registered Person: <b>D.W. CASSIDY &amp; CO.</b> ARCHITECTURAL TECHNOLOGISTS 1740 BDN 2648 100% RESPONSIBILITY TO THE EDGE Signature: _____ Date: _____		Scale: <b>1:250</b> Date: <b>JAN, 2019</b> Drawn by: <b>CN</b> Checked by: <b>PK</b> File Name: _____	
No. Description Date Rev. 1 ISSUED FOR PRELIM. REVIEW JAN. 18, 2019 CN		Project: <b>CASSIDY &amp; CO.</b> ARCHITECTURAL TECHNOLOGISTS 50 RANDALL DRIVE UNIT # 11 AJAX, ONTARIO L1S 8L3 PH. (905) 619-1270 FAX (905) 619-1289	

*My*

SCHEDULE "D"

**NOTE:** It is understood and agreed that this Schedule forms part of  
The Corporation of the Township of Essa Model Home Agreement

**Information to be Displayed in a Sales Office of a Model Home**

The Developer shall cause the following information to be displayed in the sales office, with all information to be approved by the Township, prior to the Developer offering any units for sale, to be monitored periodically by the Township.

- the Official Plan *and/or Secondary Plan* and Zoning for the broader area, showing surrounding land uses, arterials/highways, railways and hydro lines etc.
- the location of street utilities, community mailboxes, entrance features, fencing and noise-attenuation features, together with the sidewalk plan approved in conjunction with draft plan approval.
- the location of parks, open space, stormwater management facilities and trails.
- the location of institutional uses, including schools, places of worship, community facilities.
- the location and type of commercial sites.
- colour-coded residential for singles and semis.
- the following notes in BOLD CAPITAL TYPE on the map:

**"FOR FURTHER INFORMATION, ON PROPOSED AND EXISTING LAND USES, PLEASE CALL OR VISIT THE TOWNSHIP OF ESSA PLANNING DEPARTMENT AT 5786 SIMCOE COUNTY ROAD 21, UTOPIA, ONTARIO, L0M 1T0 (705) 424-9770"**

**"THIS MAP IS BASED ON INFORMATION AVAILABLE AS OF (date of map), AND MAY BE REVISED OR UPDATED WITHOUT NOTIFICATION TO PURCHASERS."**

[In such circumstances, the Developer is responsible for updating the map and forwarding it to the Township for verification]

9e

SCHEDULE "E"

**Note:** It is understood and agreed that this Schedule forms part of The Corporation of the Township of Essa Model Home 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 LOM 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.

63

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

**THE CORPORATION OF THE TOWNSHIP OF ESSA****BY-LAW 2019 - 45****A By-law to authorize the execution of the Memorandum of Understanding between Baseload Power Corp. and the Township of Essa.**

WHEREAS the *Corporation of the Township of Essa* is the owner of the Thornton Recreation Centre, known municipally as 246 Barrie Street, Thornton; and

WHEREAS both parties have agreed on applying for a government grant to fund installing electric vehicle charging stations at the Thornton Recreation Centre and to negotiate an agreement governing the terms of such; and

WHEREAS the Council of the Corporation of the Township of Essa deems it necessary and desirable to authorize the Mayor and Clerk to sign a Memorandum of Understanding with Baseload Power Corp. to accommodate up to three (3) electric vehicle charging stations and proceeding with an application for funding; and

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

1. That the Mayor and Clerk be hereby authorized to execute the Memorandum of Understanding with Baseload Power Corp., affixed hereto as Schedule "A";
2. That this By-law shall come into full force and effect on the date of final passage hereof.

READ A FIRST, AND TAKEN AS READ A SECOND AND THIRD TIME AND FINALLY PASSED on this the 15<sup>th</sup> day of May, 2019.

---

Sandie Macdonald - Mayor

---

Lisa Lehr - Clerk

## MEMORANDUM OF UNDERSTANDING

This memorandum of understanding ("**MOU**") is made in Township of Essa, on May 9<sup>th</sup>, 2019 ("**MOU Date**").

By and between:

**TOWNSHIP OF ESSA, ONTARIO** located in Township of Essa, represented by Colleen Healey-Dowdall, CAO, hereinafter "**MUNI**".

And

**BASELOAD POWER CORP.** located in Toronto, represented by Jonathan Sandler, President and CEO, hereinafter "**BPC**".

Hereinafter each referred to individually as the "**Party**" and collectively as the "**Parties**".

WHEREAS, MUNI desires to have one or more electric vehicle charging stations (the "**EV Stations**") located in one or more MUNI owned parking lot(s) as specified in Exhibit "**A**" (the "**Site(s)**")

WHEREAS, BPC desires to build, own and operate one or more EV Stations located at the Site(s) and make an application to Natural Resources Canada ("**NRCan**") to secure funding for such EV Stations.

WHEREAS, MUNI and BPC have entered into this MOU for the purpose of:

- a) confirming each Party's intent to enter into a long-term lease agreement that would provide BPC with the right to use land at the Site(s) to install, own and operate EV Station(s) in exchange for paying MUNI a share of the revenue earned from such EV Station(s) (the "**Agreement**"); and
- b) setting out the key terms and conditions that would form the basis of such Agreement.

NOW THEREFORE, for good and valuable consideration including the benefits that the Parties will derive from this MOU and the transactions and covenants contemplated by the Agreement, and other good and valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties hereby agree as follows,

**Section 1 – Obligations of this MOU:**

The Parties acknowledge and agree that this MOU has been approved by MUNI council and the board of directors of BPC and is a binding agreement between the Parties to use good faith and commercially reasonable efforts to finalize and execute the Agreement.

The Parties acknowledge and agree that: (a) the terms and conditions of Section 2 of this MOU are to form the basis of the Agreement; and (b) the Parties may require that the final Agreement receive final approval from MUNI council and/or from the board of directors of BPC.

ldo

In the event the Parties are not able to finalize and execute the Agreement prior to the earlier of:

- a) the date BPC is required to execute a funding agreement with NRCan for EV Station(s); and
- b) six (6) months after the MOU Date;

this MOU shall terminate without cause and this MOU shall be null and void and neither Party shall have any further obligations or liability to the other for any costs or expenses associated with this MOU or the EV Station(s).

## **Section 2 – Terms of the Agreement:**

The Parties agree that the Agreement shall contain the following terms and conditions:

- (a) MUNI shall provide BPC the right to install, own and operate at least one (1) EV Station at the Site(s) for a period of at least 20 years, where such period shall commence at the execution of the Agreement;
- (b) MUNI shall provide BPC with sufficient land at the Site(s) to accommodate up to three (3) EV Stations, subject to:
  - i. commercial reasonable efforts; and
  - ii. the completion of six (6) months of operation of BPC's first EV Station at the Site(s);
- (c) The location of the EV Station(s) on the Site shall be subject to MUNI approval, acting reasonably;
- (d) MUNI shall ensure that Site(s) are accessible to the public 24 hours a day 7 days a week for the entire term of the Agreement;
- (e) BPC shall be fully responsible for any and all costs and expenses associated with the installation, ownership, operations, maintenance, repair and replacement of the EV Station(s);
- (f) BPC shall ensure that EV Station(s) are connected to a cellular network that will:
  - i. allow electric vehicle drivers to locate EV Station(s) and identify if its available;
  - ii. allow for electric vehicle drivers to pay to use the EV Station using standard remote payment options;
  - iii. collect, organize, summarize and store all charging and non-privacy protected customer data to be shared with MUNI and Natural Resources Canada;
- (g) BPC shall indemnify and hold harmless MUNI from and against any and all liabilities suffered or incurred by the MUNI in connection with the EV Station(s);
- (h) For added clarity, BPC shall indemnify and hold harmless MUNI from and against any and all damages and liabilities suffered or incurred by BPC as a result of vandalism to the EV Station(s);
- (i) BPC shall pay MUNI an annual rent equal to:
  - i. 3% of the first \$200,000 of net revenue earned over life of each EV Station;
  - ii. 5% of the next \$200,000 of net revenue earned over life of each EV Station; and
  - iii. 10% of all net revenues above \$400,000 of net revenue earned over life of each EV Station.
- (j) MUNI shall use commercially reasonable efforts to support BPC in promoting the existence and location of the EV Station(s) at the Site(s) and allow BPC to install signage for EV Station(s) in MUNI right-of-ways on key transportation routes within the MUNI; and



9f

(k) MUNI, applying commercially reasonable efforts, shall not act in a manner that may negatively impact the EV Station(s).

**IN WITNESS WHEREOF**, this MOU has been executed by duly authorized representatives of the Parties to become effective as of the MOU Date.

**BASELOAD POWER CORP.**

\_\_\_\_\_

By: \_\_\_\_\_  
Name: Jonathan Sandler

By: \_\_\_\_\_  
Name:

Title: President

Title:

*I have the authority to bind the corporation*

*I have the authority to bind the Municipality*

**Exhibit "A"**

Site #1: Thornton Arena, 246 Barrie Street , Thornton, ON

68

**THE CORPORATION OF THE TOWNSHIP OF ESSA**

**BY-LAW 2019 - 46**

**Being a By-law to confirm the proceedings of the Council meeting held on the 15<sup>th</sup> day of May, 2019.**

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

THAT the action of the Council at its meeting held on the 15<sup>th</sup> day of May, 2019 and, in respect of each recommendation contained in the Minutes of the Regular Council meeting held on the 1<sup>st</sup> day of May, 2019, and Committee of the Whole meeting held on the 1<sup>st</sup> day of May, 2019; and, in respect of each motion, resolution and other action passed and taken by Council at the said meetings, is, except where prior approval of the Ontario Municipal Board is required, hereby adopted, ratified and confirmed.

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

READ A FIRST, AND TAKEN AS READ A SECOND AND THIRD TIME AND FINALLY PASSED on this the 15<sup>th</sup> day of May, 2019.

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

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