

THE CORPORATION OF THE TOWNSHIP OF ESSA
VIRTUAL COMMITTEE OF THE WHOLE MEETING

WEDNESDAY, APRIL 7, 2021
6:00 p.m.

To view our live stream visit the Township of [Essa's YouTube Channel](#)

AGENDA

1. **OPENING OF MEETING BY THE MAYOR**
2. **DISCLOSURE OF PECUNIARY INTEREST**
3. **DELEGATIONS / PRESENTATIONS / PUBLIC MEETINGS**
 - a. **Presentation – Melissa Bramham, Executive Director**
Re: CONTACT Update

STAFF REPORTS

4. **PLANNING AND DEVELOPMENT**
 - p. 1 a. [In accordance with Motion CW035-2021 as was passed by Council on March 24, 2021, the following Item was brought forward for Council's reconsideration.]

Staff Report PD005-21 submitted by the Manager of Planning and Development, re: Proposed Telecommunications Tower – 6004 Scotch Line, Xplornet Communications Inc.

Recommendation: *Be it resolved that Staff Report PD005-21 be received; and That Council approve endorsing the Letter of Concurrence for the proposed telecommunication tower to be located at 6004 Scotch Line.*

- p. 7 b. **Staff Report PD009-21 submitted by the Manager of Planning and Development, re: 62 Brentwood Road – File Update.**

Recommendation: *Be it resolved that Staff Report PD009-21 be received; and That Council direct Staff to undertake a Pre-Consultation Meeting in accordance with the Council approved Pre-Consultation process and its applicable fees, with the Landowner to ascertain what is required for the subject development to materialize.*

- p. 46 c. **Staff Report PD010-21 submitted by the Manager of Planning and Development, re: Proposed Zoning By-law Amendment Z1/21 - 7634 10th Line, Thornton, 010-003-15300-0000 - Temporary Second Dwelling.**

Recommendation: *Be it resolved that Staff Report PD010-21 be received for information; and*

That Council authorize Staff to schedule a Public Meeting to collect comments on a proposal for a Temporary Use to permit the existence of a new mobile home unit at 7634 10th Line, Thornton.

5. PARKS AND RECREATION / COMMUNITY SERVICES

6. FIRE AND EMERGENCY SERVICES

- p. 51 a. **Fire Services Pumper - Quotes**

Recommendation: *Be it resolved that the Quotation as submitted by Safe Tek Emergency Vehicles for the supply of one demonstrator pumper apparatus be accepted at a cost of \$537,967.00 plus H.S.T.; and*

That the associated equipment and finishing necessary to outfit the new apparatus be accepted at a cost of \$57,122.00 plus H.S.T.; and

That the Fire Chief be authorized to arrange for the purchase of the pumper and the necessary equipment to outfit the apparatus.

7. PUBLIC WORKS

- p. 52 a. **Staff Report PW009-21 submitted by the Manager of Public Works, re: Award of Quotation – 2021 Granular Gravel Supply.**

Recommendation: *Be it resolved that Staff Report PW009-21 be received; and That the quotation as submitted by Darpak Inc. in the amount of \$79,500.00 plus HST, to supply and place Granular 'A' Gravel on the Camp Hill Road between County Road 10 and the 4th line for re-grading, and to deliver to stockpile granular for supply, be accepted as per Township specifications, contingent upon a WSIB Clearance Certificate and a copy of Insurance being provided to the Township, to the Township's satisfaction.*

- p. 54 b. **Staff Report PW010-21 submitted by the Manager of Public Works, re: Bridge OSIM Inspection and 9th Line Bridge Timber Deck Repairs.**

Recommendation: *Be it resolved that Staff Report PW010-21 be received; and That the proposal as submitted by D.M. Wills Associates Limited for the engineering services inspection of the Bridge, Culvert and Pedestrian Bridge in the amount of \$13,080.00 plus H.S.T., be accepted as per the Township specifications; and That Council authorize the Manager of Public Works to utilize the remaining budget to carry out the required repairs on the 9th Line Bridge Timber Deck.*

p. 59 c. **Staff Report PW011-21 submitted by the Manager of Public Works, re: Award of Tender – Thornton Pedestrian Crossing.**

Recommendation: *Be it resolved that Staff Report PW011-21 be received; and That the quotation as submitted by Guild Electric Ltd. in the amount of \$103,600.00 plus HST for the construction of the Thornton Pedestrian Crossing be accepted as per Township specifications.*

p. 61 d. **Staff Report PW012-21 submitted by the Manager of Public Works, re: Emergency Repairs – Angus Brownley Pumphouse Reservoir.**

Recommendation: *Be it resolved that Staff Report PW012-21 be received; and That the quotation as submitted by Perma-Seal Contracting in the amount of \$57,000.00 plus HST for the repairs and re-parging of the Brownley Pumphouse reservoir 1 (cell 1) be accepted as per Township specifications; and That Council authorize the Manager of Public Works to defer the following projects from the approved 2021 Water Budget, Major Maintenance Recommendations of OCWA, to allocate the required funds to complete the required repairs in reservoir 1 (cell 1):*

- *Unplanned Distribution Repairs (\$20,000.00)*
- *Pump Station #3 Pitless Adaptors (25,000.00)*
- *Fire Hydrant Replacements (\$15,000.00)*

p. 69 e. **Staff Report PW013-21 submitted by the Manager of Public Works, re: Thornton Water Tanks Expansion.**

Recommendation: *Be it resolved that Staff Report PW013-21 be received; and That the quotation as submitted by Den-Mar Brines Ltd. in the amount of \$30,000.00 plus HST, to supply and place Calcium Chloride Dust Suppressant on the Township's gravel roads, be accepted as per Township specifications, contingent upon a WSIB Clearance Certificate and a copy of Insurance being provided to the Township, to the Township's satisfaction.*

p. 71 f. **Staff Report PW014-21 submitted by the Manager of Public Works, re: Award of Tender – 2021 Street Sweeping.**

Recommendation: *Be it resolved that Staff Report PW014-21 be received; and That the quotation as submitted by A&G The Road Cleaners Ltd. in the amount of \$32,785.00 plus HST for the 2021 Street Sweeping RFQ be accepted as per Township specifications, contingent upon WSIB Clearance Certificate and a copy of Insurance being provided to the Municipality; and That the Roads Superintendent be authorized to arrange for the necessary works to be completed.*

8. FINANCE

p. 73 **a. Angus BIA 2021 Budget**

Recommendation: *Be it resolved that the 2021 Angus BIA Budget be approved with an Operating Budget levy of 27,035.00; and That the BIA Tax Rating By-law be prepared for Council's consideration at the next regularly scheduled meeting.*

p. 74 **b. Staff Report TR003-21 submitted by the Manager of Finance and the Manager of Public Works, re: 2021 OCWA Budget Revised.**

Recommendation: *Be it resolved that Staff Report TR003-21 be received; and That Council approve the revised 2021 OCWA Operating and Major Maintenance Annual Budget in the amount of \$2,293,123.00; and That Council approve the revised overall 2021 Water Operating Budget in the amount of \$1,816,344.00 to accommodate the revised OCWA Water budget; and That Council approve the revised 2021 Wastewater Operating Budget in the amount of \$1,852,661.00 to accommodate the revised OCWA Wastewater budget; and That Council approve the revised 2021 Capital Budget for Water and Wastewater in the amount of \$843,000.00 to reflect the Disk Filter Integration project in the amount of \$550,000.00.*

9. CLERKS / BY-LAW ENFORCEMENT / IT

p.87 **a. Staff Report C008-21 submitted by the Deputy Clerk, re: Township Marketing Materials**

Recommendation: *Be it resolved that Staff Report C008-21 be received; and That Council direct staff to purchase the minimum quantity of reusable bags from _____ (company name), in the amount of \$ _____.*

p. 91 **b. Staff Report C009-21 submitted by the Manager of Legislative Services, re: Update to Council – Letters of Non-Financial Support for Universal Broadband Infrastructure Funding Program.**

Recommendation: *Be it resolved that Staff Report C009-21 be received for information.*

p. 93 **c. Staff Report C010-21 submitted by the Manager of Legislative Services, re: 2022 Municipal Election.**

Recommendation: *Be it resolved that Staff Report C010-21 be received; and That Council direct staff to investigate costs associated with each alternative voting method and vote-counting equipment, and report back to Council at a future meeting.*

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

11. OTHER BUSINESS

12. ADJOURNMENT

Recommendation: *Be it resolved that this meeting of Committee of the Whole of the Township of Essa adjourn at _____ p.m., to meet again on the 21st day of April, 2021 at 6:00 p.m.*



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: PD005-21

DATE: March 3rd, 2021

TO: Committee of the Whole

FROM: Aimee Powell, B.URPI., MPA, MCIP, RPP
Manager of Planning & Development

SUBJECT: Proposed Telecommunication Tower, 6004 Scotch Line,
Xplornet Communications Inc.

RECOMMENDATION

That Staff Report PD005-21 be received for information purposes; and

That Council consider endorsing the Letter of Concurrence for the proposed telecommunication tower to be located at 6004 Scotch Line.

BACKGROUND

The Township has been notified by Xplornet Communications Inc. that a proposed 45m lite-duty, self support lattice tower is to be located at 6004 Scotch Line, in the western corner of the subject site (See Attachment "A"). Radio equipment is installed on the upper portion of the Tower that will provide wireless internet services to Xplornet customers in the community. An equipment cabinet is installed at the base of the Tower to process the radio equipment, with a leasehold area of 15.0m X 15.0m. The Tower will have an anti-climb installation on the base, and the base will remain natural. Any requirements for an approved entrance and/or NVCA permissions will be sought out by Xplornet Communications Inc.

The purpose of the installation of the Tower is to improve wireless internet services to those in the immediate area of Alliston, more specific those who are Xplornet customers. As per the *Department of Innovation, Science and Economic Development Canada (ISED)* protocol, for public consultation on the installation of Telecommunication Towers, the applicant must consult with the local municipality, as well as the public. The applicant has informed this office that public consultation took place via mail-out to neighbours within a radius of 135 m, as per *ISED standards* under the *Radiocommunication Act*, as well as placed an advertisement in the Borden Citizen (currently online publication) and Alliston Herald. Under this protocol, the applicant is to address all reasonable and relevant concerns, make all reasonable efforts to resolve them in a mutually acceptable manner and must keep a record of all associated communications.

1

4a

COMMENTS AND CONSIDERATIONS

ISED is responsible for regulating radio and telecommunication in Canada and for authorizing the location of the telecommunication facilities. Companies are required to consult with Navigation Canada, Transport Canada, and the municipality prior to erecting communication towers, but the municipality is not the approval authority.

The municipality's concerns are taken into consideration, and the licensing process will be delayed for negotiations if the municipality does not support the application. If the applicant for the Telecommunication Tower cannot reach an agreement with the land-use authority, ISED will decide on the appropriate course of action, using the information provided by both parties.

Furthermore, Planning Staff would like to identify that ISED, has stated all antenna towers have to satisfy all technical requirements and comply with *Health Canada's Safety Code 6*, which imposes strict limits on the radio frequency energy sent out by any antenna tower. Health Canada continues to monitor all domestic and international scientific evidence on radiofrequency, electric magnetic fields (EMF) and health. If new scientific evidence were to show that exposure to radiofrequency EMF at levels below the Canadian limits is a health concern, they would take action to protect all our health and safety.

Through the consultation process, the proponent must seek a letter of concurrence from the local municipality. It is expected that following the consultation process, the municipality would supply the required letter once Council and staff have reviewed any concerns, ensuring their resolution. (See Attachment "B" – Concurrence Letter).

According to the Township's Zoning By-law, By-law 2003-50, the subject land is zoned as Agricultural (A) Zone (See Attachment "C") and the Official Plan designates the lands, as Agricultural. The Township's Official Plan does not restrict telecommunication towers in Agricultural designations. Further this use would be permissible in accordance with the Township's Zoning By-law which stipulates per Section 4.12d) that "Nothing in this By-law shall prevent the use of any land for the erection or use of any building or structure for the purpose of a public service by the Corporation of the Township of Essa, any telephone or communications company", provided that a municipality provides a letter of concurrence in accordance with federal requirements.

Currently, Staff do not object to the proposed use and recommend Council to endorse the attached Letter of Concurrence for the property at 6004 Scotch Line.

FINANCIAL IMPACT

The proponent has provided the required fee in the amount of \$1,000.00 for a request of this nature. There are no costs associated with this request to the municipality.

4a

SUMMARY/OPTIONS

Council may:

1. Take no further action.
2. Direct staff to provide the endorsed Letter of Concurrence correspondence to the applicant for 6004 Scotch Line.
3. Direct staff as Council may wish.

CONCLUSION

Option #2 is recommended.

Respectfully prepared:

Respectfully submitted:

Reviewed by:

Jaspreet Sidhu
 Jaspreet Sidhu
 Planner

Aimee Powell
 Aimee Powell, B.URPI, MPA, MCIP, RPP
 Manager of Planning
 & Development

Colleen Healey
 Colleen Healey - Dowdall
 CAO

Attachment:

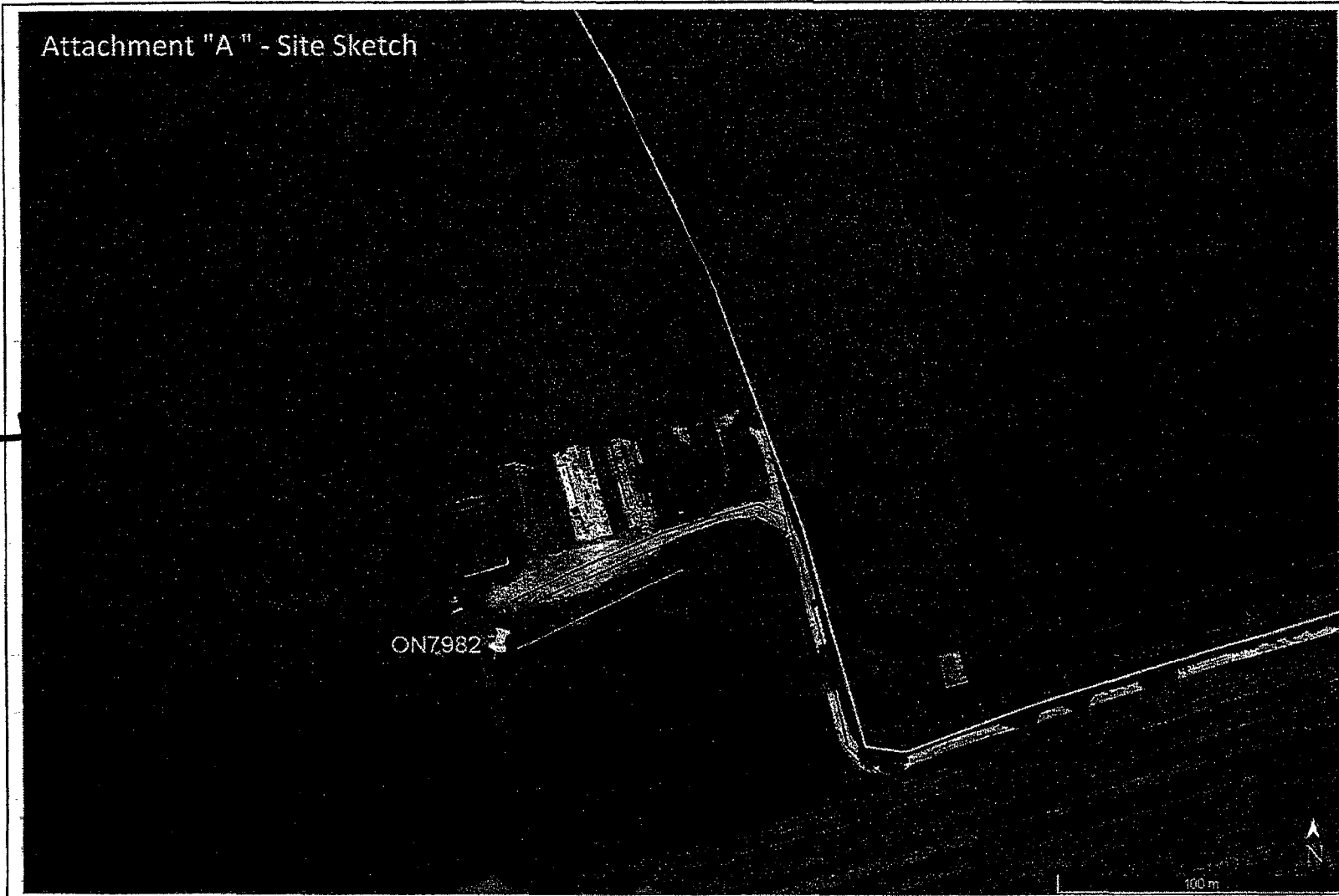
Attachment "A" - Site Sketch and Photo Rendering

Attachment "B" - Concurrence Letter

Attachment "C" - Zoning Map

15

Attachment "A" - Site Sketch



SITE SKETCH
PROPOSED XPLORNET TOWER
INSTALLTION
6004 SCOTCH LINE
PART OF LOT 9 CONCESSION 1
TOWNSHIP OF ESSA

SITE CODE: ON7982
LATITUDE: 44.20033
LONGITUDE: -79.88252

DESIGN: SELF-SUPPORT (STEEL
LATTICE) TOWER 45M HEIGHT

- LEGEND:
- PROPERTY BOUNDARY
 - ACCESS / LEASEHOLD
 - POWER

4a

Corporation of the Township of Essa
5786 County Road 21
Utopia, Ontario
L0M 1T0



Telephone: (705) 424-9770
Fax: (705) 424-2367
Web Site: www.essatownship.on.ca

ATTACHMENT 'B'

March 03 2021

**Sean Ogilvie, PMP, Real Estates
& Government Affairs
FB CONECT A FORBES BROS
COMPNAY
482 South Service Road E, Suite
130, Oakville, ON, L6J 2X6**

Dear Sir:

**Re: Proposed Telecommunications Installation by
XPLORNET at 6004 Scotch Line, Roll # 010-001-03001- 0000,
Letter of Concurrence**

Further to consultation with the Township of Essa by FB Connect a Forbes Bros Company on behalf of Xplornet, regarding Part Lot 9, Conc. 1, RP51R9079, Township of Essa, this will confirm that following a complete review of all documentation, the Township of Essa provides this Letter of Concurrence for provision in accordance with the Radiocommunications Act and Innovation, Science and Economic Development Canada procedure on Telecommunications (as per Guideline CPC-2-0-03), provided that Forbes Bros Company on behalf of Xplornet, obtains the proper building permit following approval and as well, agrees to provide the Municipality with dedicated space on the telecommunications tower should the Municipality, including its Fire Department, require space in the future.

Please note that any building erected shall be designed and maintained in general harmony with the buildings or structures permitted in the Institutional zone (per Sec 4.12d)3).

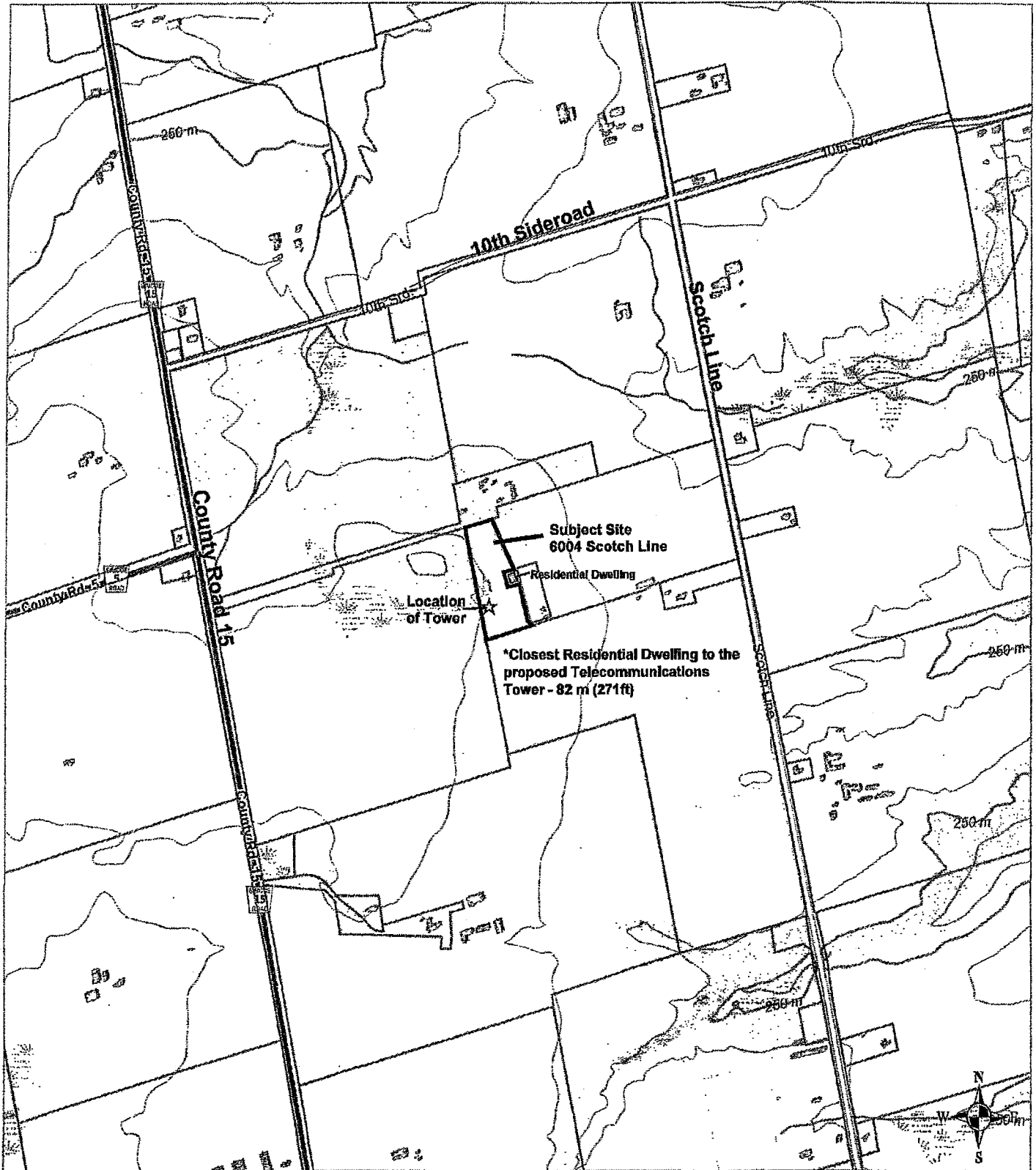
I trust the above is satisfactory, however, should you have any questions, please do not hesitate to call.

Sincerely,

Jaspreet Sidhu
Planner

4a

Attachment C - Zoning Map (6004 Scotch Line)



This map, either in whole or in part, may not be reproduced without the written authority from © The Corporation of the County of Simcoe.
 This map is intended for personal use, has been produced using data from a variety of sources and may not be current or accurate.
 Produced (in part) under license from:
 © Her Majesty the Queen in Right of Canada, Department of Natural Resources;
 © Queens Printer, Ontario Ministry of Natural Resources;
 © Teramet Enterprises Inc. and its suppliers;
 © Members of the Ontario Geospatial Data Exchange.
 All rights reserved. THIS IS NOT A PLAN OF SURVEY.

1:18,056

0 0.4 0.8 1.6 km

February 25, 2021



6



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: PD009-21

DATE: April 7th, 2021

TO: Committee of the Whole

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

SUBJECT: 62 Brentwood Road File Update

RECOMMENDATION

That Staff Report PD009-21 be received; and

That Council direct Staff to undertake a Pre-Consultation Meeting in accordance with the Council approved Pre-Consultation process and its applicable fees, with the Landowner to ascertain what is required for the subject development to materialize.

BACKGROUND

In between December 2016 and May 2017, the Township entered into a Site Plan Control Agreement, as amended, with 1481556 ONTARIO INC., and 2233751 ONTARIO INC., and Hamilton Brothers Building & Farm Supplies Ltd. (the Agreement) (See Attachment A), for the lands municipally known as 62 Brentwood Road, Angus (the subject lands); see Attachment B for a Context Map of the subject lands. The Agreement was executed to facilitate the development of 57 lots for year-round modular homes, subject to conformity with the Ontario Building Code, camping trailers, recreational trailers (RVs) and travel or temporary trailers that were to have been removed by September 1, 2016.

Section 26. of the Agreement states that construction of the works, as outlined in Schedule 'D-1', "D-2" and elsewhere in the Agreement, were to commence within six (6) months after the date of execution of the Agreement and to be completed within 24 months of the date of the execution of the Agreement. Staff does not have verification that this requirement of the Agreement has been met. To ascertain, among other things, the status of these works, the overall project's progress, and next steps for Building Permit Issuance, Staff deem undertaking a Pre-Consultation meeting with the Landowner, in accordance with the Township's Council endorsed Pre-Consultation process, as the next step.

COMMENTS AND CONSIDERATIONS

The subject lands are in the north east quadrant of the Township of Essa, on the north side of Brentwood Road. According to the Township of Essa's Zoning By-law 2003-50, the subject lands are Zoned 'Commercial Recreation (C4)' and 'Environmental Protection (EP)' and are predominantly within the Nottawasaga Valley Conservation Authority's (NVCA) Regulated Area. According to the Township of Essa's Official Plan, 2001, the subject lands are Designated as 'Commercial Recreation', 'Environmental – Wetland', with the portion of the site fronting onto Brentwood Road appearing 'Commercial', as it is surrounded by 'Residential' lands.

The lands to the east of the subject site are Rural, and Environmentally Protected, there is Low-Density Residential to the south of the subject lands, the lands to the west of the subject lands are Rural and Environmentally Protected, and the lands to the north are within the municipal boundary of the Township of Clearview, that appear to be Rural with Environmental features.

Given the zoning and land use designations that apply to the subject site, permitted uses include, but are not limited to:

- Camping grounds
- Other recreational uses where a fee is charged for for-profit purposes
- Accessory buildings or structures subsidiary to and uses permitted within the C4 Zone

The desired use for the subject site is 57 permanent modular homes. The current zoning and land use designations prescribe the uses on site having to be temporary in nature, therefore do not allow for the proposed use, which more so aligns with the creation of a Subdivision, or Condominium community, both of which are not permitted to exist outside of a Settlement Area Boundary. A small portion of the subject lands are located within the Settlement Area Boundary of Angus, whereas most of the subject lands are located outside of this Settlement Area Boundary.

Staff believe that the Landowner should move forward with a Pre-Consultation application to the Township. This initial recommendation has been provided to the Landowner through numerous encounters, however the Landowner has not proceeded with the process to facilitate this request with any approval authority (the County of Simcoe, NVCA or Township), to the best of Staff's knowledge, despite the Township's advisement to do so.

The Landowner provided a request of Council, via email, to Staff on March 4th, 2021, see Attachment C. Below please find Staff's response in accordance with the claims in the subject Letter where Staff deem it necessary to provide clarity:

Landowner Comment:

In 2017 a fourth building permit was issued for a modular home (1700 square feet) at a

cost of \$30,088. This cost is the same as a permit would have cost for a subdivision home in 2016.

Staff Response:

See Attachment D for the subject Building Permit Fee breakdown.

Landowner Comment:

According to the Ontario Planning Act once the SPCA is signed by both parties, the Municipality executes and registers the SPCA on title and submission of building permits must then be in conformity with the Registered Site Plan Agreement.

Staff Response: Building Permit Issuance is contingent upon, among other things, Section 9. in the Agreement which states, '...all necessary permits and approvals from the Government of Ontario, the County of Simcoe, the Township, Nottawasaga Valley Conservation Authority and any other agency...' will be obtained by the Landowner, in order for development to proceed. It is the Township's understanding that the subject site is not in receipt of approval from the NVCA for the proposed development to proceed now, as the subject site was in a state of non-compliance with the NVCA, in accordance with Attachment E, email correspondence from the NVCA to the Landowner. The Township has not been in receipt of an update on these matters, nor approval from the NVCA.

Landowner Comment:

Essa Township has informed 1481556 Ont Inc that the next step that must be taken is the application for an Official Plan Amendment. 1481556 intends to submit an OPA in the near future although the 'applicant' believes that an OPA is unnecessary since the Township and NVCA have approved the following:

- a). Site Servicing Plan,*
- b). Grading Plan,*
- c). Increment cut/fill,*
- d). Site Plan,*
- e). Erosion and Sediment Plan,*
- f). Erosion and Sediment Control details, g). Swim Pond Planting Area, h). Environmental Impact Studies, and i). Flood Studies.*

Staff

Response:

Staff have advised the Landowner on numerous occasions that the next step is to have a Pre-Consultation on the proposed development so that a comprehensive review of the proposal can be ascertained between all the applicable approval authorities (the County of Simcoe, NVCA and Township of Essa). As a point of correction, Staff advised that for lands outside of the Settlement Area Boundary to be considered for approval under a Plan of Subdivision or Condominium, an Official Plan Amendment would be required.

4b

Landowner Comment:

Notwithstanding the above (to be addressed at a later time) the numbered Corporation believes that, at this time, it has approval for 12-month occupancy for 57 modular/'stick built' homes on town water and sewer in a land lease setting.

Staff Comment:

Township Staff deem it essential for the County of Simcoe to review and provide approval on this matter.

Landowner Comment:

1481556 Ont Inc requests confirmation of the Land Lease Agreement by the Township of Essa.

Staff Comment:

These matters are to be substantiated through a Lawyer, at the cost of the Landowner.

Staff continue to advise the next step in moving forward with this file's potential development is to undertake a Pre-Consultation meeting, at the Landowner's expense, in accordance with Township protocol.

FINANCIAL IMPACT

Staff have had multiple conversations with the Landowner in recent years, conservatively surpassing 30 hours of Staff time, where no fees have been collected. Should Council direct Staff to continue to provide file management services, outside of being in receipt of an application with its corresponding fees paid, Staff recommend charging the Landowner the Council approved Fee, in accordance with the Township's current Fee Schedule for Pre-Consultation services.

Reviewed by Finance Department:



SUMMARY/OPTIONS

Council may:

1. Take no further action.
2. direct Staff to undertake a Pre-Consultation Meeting in accordance with the Council approved Pre-Consultation process and its applicable fees, with the Landowner to ascertain what is required for the subject development to materialize.
3. Direct Staff in another manner.

4b

ATTACHMENT A

F:\Melissa\ESSA\A4247062 - 1481556 ONT INC (Rainbow Campground) (SITE PLAN)\SITE PLAN AGREEMENT\DRAFT - 2016-DEC-20 (CLEAN).Doc

SITE PLAN CONTROL AGREEMENT

THE CORPORATION OF THE TOWNSHIP OF ESSA

("Township")

- and -

1481556 ONTARIO INC.

("Owner")

- and -

2233751 ONTARIO INC.

("First Mortgagee")

- and -

HAMILTON BROTHERS BUILDING & FARM SUPPLIES LTD.

("Second and Third Mortgagee")

(Collectively hereinafter called the "Mortgagees")

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

Attention: Greg Murphy, CAO

Tel: 705-424-9770

Email: gmurphy@essatownship.on.ca

12

TABLE OF CONTENTS

1. Preamble Deemed True5

2. Lands Defined5

3. Owner Defined.....5

4. Owner’s Expense.....5

5. Plans5

6. Conformity with Agreement5

7. Compliance with Building Code.....5

8. Standards5

9. Approvals/Applicable Laws.....6

10. Engineer Approval.....6

11. Approved Structure(s)6

12. Water Supply6

13. Hydrant Flow Rate Test.....7

14. Buffer Restoration Plan.....7

15. Year-Round Modular Homes7

16. Township’s Fire Chief Approval.....7

17. Traffic Flow.....7

18. Sediment and Erosion Control7

19. Building Permits7

20. Accessibility8

21. Transfer of Easements8

22. Transfers of Lands8

23. Future Easements/Shared Driveways8

24. Nottawasaga Valley Conservation Authority Requirements8

25. Payment of Taxes Etc.....8

26. Construction of Works9

27. Owner’s Engineer9

28. Engineer’s Certification9

29. On-going Inspections of Works9

30. Final Inspection of Works.....9

31. Entry by Township.....9

32. Soil Conditions10

33. Occupancy.....10

34. Maintenance of Internal Works & Facilities.....10

35. Maintenance for Life of the Development.....10

36. Posting of Security.....10

37. Cash Deposit.....11

38. Letter of Credit.....11

39. Release of Letter of Credit.....12

40. Use of Security to Complete Works12

41. Insufficient Security12

42. Township’s Legal, Planning, Administrative and Engineering Costs12

43. Insurance12

44. Construction Lien Act.....13

45. Breach.....13

46. Mortgagees13

47. Other Encumbrances14

48. Registration14

49. Notice14

50. Effective Date15

51. Indemnity.....15

52. Section 446 & 349(1) Municipal Act15

53. Estoppel.....15

54. Interpretation of Agreement15

55. Further Assurances.....16

56. Waiver16

4b

57. Extension of Time.....	16
58. Severability & Enforceability.....	16
59. Governing Law.....	16
60. No Modification.....	16
61. No Fettering of Discretion.....	16
62. Entire Agreement.....	17
63. Schedules.....	17
64. Enurement.....	17
SCHEDULE "A" – Description of Lands.....	19
SCHEDULE "B" – Transfers, Deeds and Easements to be Conveyed.....	20
SCHEDULE "C" – Cash Deposits, Development Charges and Securities.....	21
SCHEDULE "D-1" – Works to be Completed by the Owner.....	22
SCHEDULE "D-2" – Site Specific Works to be completed by the Owner.....	23
SCHEDULE "D-3" – Facilities or Works to be maintained by the Owner.....	25
SCHEDULE "E" – Specifications for Landscaping.....	26
SCHEDULE "F" – Letter of Credit.....	27

SITE PLAN CONTROL AGREEMENT

made this day of , 2016

BETWEEN :

THE CORPORATION OF THE TOWNSHIP OF ESSA

("Township")

- and -

1481556 ONTARIO INC.

("Owner")

- and -

2233751 ONTARIO INC.

("First Mortgagee")

- and -

HAMILTON BROTHERS BUILDING & FARM SUPPLIES LTD.

("Second and Third Mortgagee")

(Collectively hereinafter called the "Mortgagees")

Preamble

1. The Owner warrants that it owns the property described in Schedule "A" ("Lands").
2. The Owner has applied to the Township to permit the development of the Lands.
3. The Township requires Site Plan approval for the development of all land as set forth by By-Law 2001-68 which was passed by the Township on the 7th day of November, 2001, as authorized by section 41 of the *Planning Act*, R.S.O. 1990, c. P.13 ("*Planning Act*").
4. Section 41.(10) of the *Planning Act* permits the registration of site plan control agreements against the lands to which it applies in order to secure works, facilities or matters referred to in sections 41.(7) of the *Planning Act* and the construction of the development in accordance with the approved plans and drawings.
5. This Site Plan Control Agreement ("Agreement") is being entered into by the Owner and the Township prior to the issuance of a building permit for the Lands, as part of the process for the acceptance of site plan drawings, landscape plans, elevations, site servicing, grading and drainage plans ("Plans").

6. The Owner acknowledges that the Township is authorized by 41. of the *Planning Act*, to require the Owner to construct and install certain aboveground and underground services possibly including but not limited to stormwater drainage, watermains, wells, waterlines, hydrants, and sewage disposal systems (the "Works"), and any other requirements, and to make financial arrangements with the Township for the installation and construction of these required services before final approval of the Plans and the Agreement.
7. The Owner represents that the Mortgagees are the only mortgagees of the Lands.

The Parties hereto covenant, promise and agree with each other to the following:

1. **Preamble Deemed True**
 - 1.1 The Owner and the Township agree that the preamble is deemed to be true and shall be incorporated into the Agreement.
2. **Lands Defined**
 - 2.1 The Lands proposed for development are described in Schedule "A" attached.
3. **Owner Defined**
 - 3.1 The word Owner where used in the Agreement includes an individual, an association, a partnership or a corporation. Where this term is used it shall be construed as including the plural.
4. **Owner's Expense**
 - 4.1 The Owner agrees to be responsible to satisfy all requirements of the Agreement at no expense to the Township pursuant to Section 41.(7) of the *Planning Act*, and acknowledges that all Owner's obligations as set out in the Agreement are deemed to include the words "at the expense of the Owner" and "to the Township's satisfaction", including the payment of applicable taxes.
5. **Plans**
 - 5.1 The Plans are required as a condition to issuance of a building permit. The Plans receiving the stamp of acceptance and signature of the Mayor, are the Plans referred to throughout the Agreement and are filed in the Planning Department of the Township as Number SP3/13. The Owner acknowledges having received a duplicate copy of the Plans as accepted.
 - 5.2 The Owners shall construct all buildings, structures, works, services and facilities required under the Agreement in accordance with the Plans.
6. **Conformity with Agreement**
 - 6.1 No work shall be performed on the Lands except in conformity with the provisions of the Agreement (including all Schedules), and the approved Plans.
7. **Compliance with Building Code**
 - 7.1 The Owners shall ensure compliance with all of the provisions of the *Ontario Building Code, 1992, S.O. 1992, c.23*.
8. **Standards**
 - 8.1 The criteria to be used for the development of the Lands are as follows: The "Ontario Provincial Standards Specifications" as put out by the Province of Ontario from time to time, the Township of Essa "Engineering Designs, Standards, Specifications & Drawings", and other municipal standards put in place by Council for the Township of Essa, from time to time.

9. Approvals/Applicable Laws

9.1 The Owner agrees and confirms that it will obtain all necessary permits and approvals from the Government of Ontario, the County of Simcoe, the Township, Nottawasaga Valley Conservation Authority and any other agency having jurisdiction, that may be required for the development of the Lands pursuant to the Agreement. Nothing in the Agreement shall relieve the Owner from compliance with all applicable municipal or provincial by-laws, laws, regulations, notices or policies established by any other governmental body that may have jurisdiction over the Lands.

9.2 In constructing, installing or providing the Works, the Owner shall comply with all statutes, laws, by-laws, regulations, ordinances, orders and requirements of governmental or other public authorities having jurisdiction at any time, applicable and in force. Without limiting the generality of the foregoing, the Owner agrees to comply with, and cause to be complied with, the provisions of the *Occupational Health and Safety Act*, the *Environmental Protection Act* and the *Ontario Water Resources Act* and any regulations, policies, and guidelines relating thereto, including all obligations of the constructor 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 Owner further agrees to handle and dispose of all materials in accordance with the foregoing legislation.

9.3 The Owner 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.

9.4 The Owner 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 Owner and if action is taken the Township shall be entitled to draw upon any security filed by the Owner under the Agreement.

10. Engineer Approval

10.1 Prior to execution of the Agreement by the Township, the Township must receive approval, in writing from the Township's Engineer ("Township's Engineer"), for the Plans and specifications necessary to identify the engineering aspects of the proposed development.

11. Approved Structure(s)

11.1 The Owner acknowledges that the Township's review and approval of the submitted Plans is on the basis of a proposal for the construction of park model homes. The Owner represents to the Township that no deviations or changes shall be made to the Plans and no construction shall take place contrary to such Plans, without the prior written approval of the Township, except such changes as may be required by the Township in order that said Plans shall comply with all relevant provisions of the building or zoning or other by-law or laws of the Township, and all regulations or laws of any other governmental body.

12. Water Supply

12.1 The Owner agrees to carry out regular flushing, maintenance and testing of the water system annually, or more frequently as required by usage, and further agrees that it will be responsible for all costs to rectify any deficiencies in the water system whether arising as a result of their failure to complete the annual flushing, maintenance, testing, or otherwise, and for any other costs that might occur to any residents residing on the Lands, or to the Township, the Ontario Clean Water Agency ("OCWA"), or any other party, or as a result of any non-compliance with this Section by the Owner.

4b

- 12.2 The Owner acknowledges and agrees that should a water main break, the Owner will ensure that there is a temporary alternative potable water supply for all residents residing on the Lands, during the time that the water main is being repaired or replaced, at no additional cost to the residents.
- 13. Hydrant Flow Rate Test**
- 13.1 The Owner agrees that its' consultant must arrange for a qualified contractor to coordinate with the OCWA and the Township's water systems operators, in order to undertake a hydrant flow rate test on existing nearby hydrants. The Owner agrees that the consultant must then calculate head losses in order to confirm residual flow rates, minimum pressures and minimum pipe sizes for the fire protection design criteria. The Owner further acknowledges that should the hydrant flow rate test results indicate any concerns, additional hydrant flow rate testing may be required, after construction. The Owner also agrees that all private hydrants are to be painted red.
- 14. Buffer Restoration Plan**
- 14.1 The Owner agrees to comply with the Buffer Restoration Plan recommendations of Azimuth Environmental Consulting dated April 27, 2016.
- 15. Year-Round Modular Homes**
- 15.1 The Owner agrees that the Plans will allow for year-round modular homes to be placed in accordance with the Ontario Building Code, and that all camping trailers, recreational trailers (RVs), and travel or temporary trailers must be removed from the Lands by September 1, 2016.
- 16. Township's Fire Chief Approval**
- 16.1 The Owner must provide plans for an acceptable means of fire protection, to the satisfaction of the Township's Fire Chief.
- 16.2 The Owner agrees to make improvements to any parking lot(s) including the area adjacent to any buildings, according to the Plans, to ensure satisfactory access for all fire and emergency vehicles.
- 17. Traffic Flow**
- 17.1 The Owner agrees that all access and egress points to parking lots located on the Owner's Lands, and all internal traffic flow patterns both in parking lots or otherwise, which are located on the Owner's Lands, shall be constructed in a manner to facilitate the safe flow of traffic. The Owner further agrees that the use of signage and/or markings which are required for these purposes may need to be replaced and/or refreshed from time to time as required to comply with the obligations as set out in this section of the Agreement. The Owner further agrees to ensure that any tenants located on the Lands shall be granted access to, egress from, and use of the parking lots located on the Owner's Lands.
- 18. Sediment and Erosion Control**
- 18.1 The Owner agrees to implement and monitor on-site sediment and erosion control measures, to the satisfaction of the Township, and in accordance with the approved Plans, and agrees to allow the Township, and its agents, access to the Lands to inspect roof drains, inlet control devices and storm water management facilities during construction on the Lands.
- 19. Building Permits**
- 19.1 Neither the Owner nor any person under its authority shall be entitled to the issuance of one or more building permits to construct any buildings or structures contemplated under the Agreement until the Agreement has been fully executed and registered on title to the Lands.

18

20. Accessibility

20.1 The Owner agrees that it will comply with the *Ontarians with Disabilities Act, 2001 S.O., c.32*, and other applicable Provincial legislation in force and effect from time to time.

21. Transfer of Easements

21.1 The Owner shall, at its expense, and prior to execution of the Agreement by the Township, transfer to the Township by way of Transfer of Easement the lands as set out in Schedule "B" for Municipal purposes as required by the Township free and clear of encumbrances. The Owner acknowledges and agrees that this shall include the obligation of the Owner to provide a registered Reference Plan for any Transfer of Easement, with the Reference Plan to be approved by the Township prior to it being deposited by the Owner. The Owner further acknowledges and agrees that all easement documents are to be prepared by and approved by the Township, prior to the execution of the Agreement by the Township.

22. Transfers of Lands

22.1 The Owner shall prior to execution of the Agreement by the Township, transfer or arrange for a transfer to the Township, and/or the County of Simcoe, with title in fee simple, and/or by way of Transfer of Easement, free and clear of encumbrances, the land set out in Schedule "B", for roads and/or other municipal purposes as required, and provide a registered Reference Plan, with all plans and documents to be approved by the Township and/or County of Simcoe, as necessary.

23. Future Easements/Shared Driveways

23.1 The Owner agrees that if in the future an adjoining property owner submits an application to the Township of Essa to develop the adjoining lands and the Township, in its sole discretion, feels it would be beneficial for the development of all lands and the safety of the public, that a cross easement or shared driveway be arranged with the Applicant, then the Applicant will agree to co-operate with the Township and the adjoining owner to put in place any desired arrangement including but not limited to registered easements with all legal, surveying, municipal and construction costs to be at the expense of the adjoining owner.

24. Nottawasaga Valley Conservation Authority Requirements

24.1 The Owner agrees that all Stormwater Management facilities and sediment and erosion control measures will be in place prior to any site alterations.

24.2 The Owner agrees to carry out, or cause to be carried out, the recommendations and measures contained within plans and reports approved by the Township and the Nottawasaga Valley Conservation Authority.

24.3 The Owner agrees that following completion of the Works, it will provide written certification from a qualified professional that the Works have been constructed in accordance with Plans and all reports approved by the Township and the Nottawasaga Valley Conservation Authority.

24.4 The Owner agrees to maintain the on-site controls in accordance with the Stormwater Management Report.

24.5 The Owner agrees to obtain a permit from the Nottawasaga Valley Conservation Authority under the Conservation Authorities Act prior to commencing the Works.

25. Payment of Taxes Etc.

25.1 Prior to execution of the Agreement by the Township it will have paid all outstanding municipal tax bills, local improvement charges and drainage charges affecting the Lands.

26. Construction of Works

26.1 The **Owner** shall commence construction of the items set out in Schedule "D-1", "D-2" and elsewhere in the Agreement ("Works") not later than six (6) months after the date of execution of the Agreement and to complete the Works within twenty-four (24) months of the date of execution of the Agreement.

26.2 If construction is not commenced prior to the expiry of the said six (6) months period, or not completed prior to the end of the said twenty-four (24) months of the date of execution, the Township has the option of invoking the breach provision of the Agreement and declaring the Agreement to be terminated.

27. Owner's Engineer

27.1 The **Owner** shall retain a Professional Engineer ("Owner's Engineer") that holds a Certificate of Authorization for municipal engineering applications from the Association of Professional Engineers of Ontario, to prepare the design of grading, site and external servicing plans, municipal service connection designs, and storm water management reports that are to be submitted to the Township for approval.

27.2 The **Owner's** Engineer is required to inspect and certify to the Township that all grading, internal and external services, grading, storm water management requirements and all connections to municipal water, sanitary or storm sewer systems, or to any other municipal infrastructure, have been constructed in accordance with the approved Engineering Drawings and Reports, prior to the reduction of the Letter of Credit held for engineering-related work. The certificates shall be in a format acceptable to the Township. The Township may, upon pre-qualification, accept the use of other qualified professionals for certain components of the design, inspection and certificate to proceed.

28. Engineer's Certification

28.1 The **Owner's** Engineer shall provide the Township's Engineer with a Letter of Certification which certifies that Works outlined in Schedule "D-1" and "D-2" have been completed in accordance with the "accepted" drawings, and the Township Engineering Standards and Specifications. The "as-constructed" drawings identifying the elevations and location of all Works, must be submitted for the Township's Engineers approval along with the Letter of Certification. This Letter of Certification is to be provided by a Professional Engineer acceptable to the Township, and must be received by the Township's Engineer prior to the issuance of a Certificate of Final Completion.

29. On-going Inspections of Works

29.1 The **Owner** agrees that whenever there are any connections to be made to municipal water, sanitary or storm sewer systems, or to any other municipal infrastructure, an Inspector retained by the Township must be present on a full time basis to inspect the connections at the Owner's expense.

30. Final Inspection of Works

30.1 The **Owner** agrees that all Works, including any municipal connections, must be completed in a manner satisfactory to the Township's Engineer. The **Owner** further agrees that the **Owner's** Engineer shall arrange for the Township's Engineer to inspect the Works including any municipal connections, prior to the issuance of the Certificate of Final Completion, at the **Owner's** expense.

31. Entry by Township

31.1 The **Township** may, by its officers, employees or agents, enter on the Lands or any part thereof as well as any buildings erected thereon to ensure that any works, services or facilities required to be provided, constructed, or installed by the **Owner** comply with the Agreement.

32. Soil Conditions

32.1 Township approvals, including (but without restricting the generality of the foregoing) zoning and site plan approvals, do not verify or confirm the adequacy of soil conditions. The Owner accepts full responsibility for soil conditions, including soil contamination and shall indemnify and save the Township harmless from all actions or claims relating to soil conditions including contamination, on the Lands. A consolidated Geotechnical Report must be provided to substantiate the placement and compaction of all fill, granulars and asphalt, as well as the bedding and backfill of all servicing.

33. Occupancy

33.1 The Owner shall not permit occupancy of any buildings or part thereof for which building permits have been issued pursuant to the Agreement, until all Works required under the Agreement, as set out on Schedule "D-1" and "D-2", are completed in accordance with the requirements of the *Ontario Building Code, 1992*, S.O. 1992, c.23 the applicable zoning by-law and any other Township by-laws. In addition, if applicable, the internal water distribution and sanitary sewer collection systems must have been tested and approved and be operating in accordance with the conditions established by the Township.

33.2 To ensure compliance with this section, the Township may draw upon securities the Owner has provided to the Township up to the amount of \$250.00 per day if, in the opinion of the Chief Building Official, a building or part thereof is occupied contrary to this section.

33.3 In the event that a building or part thereof is occupied otherwise than in accordance with the provisions of this section, the Township shall be entitled to obtain an order from a court of competent jurisdiction prohibiting occupancy of any building or unit until such time as the terms of the Agreement have been fully complied with, and the Owner agrees that it is estopped from opposing such application on the part of the Township.

34. Maintenance of Internal Works & Facilities

34.1 Once all Works and Facilities required to be provided, constructed or installed by it that are internal to the Lands under the terms of the Agreement, as set out in Schedule "D-1" and "D-2", have been completed to the satisfaction of the Township, and in accordance with all Township specifications and in a good and workmanlike manner, the Owner shall maintain all Works and Facilities in the approved condition for the life of the development as set out in Schedule "D-3" or until the Agreement is amended or otherwise released from title.

35. Maintenance for Life of the Development

35.1 Once all Works that are required to be constructed or installed by the Owner on the Lands, pursuant to terms of the Agreement, and as set out in Schedule "D-1" and "D-2", have been completed to the satisfaction of the Township, in accordance with all Township specifications, and in a good and workmanlike manner, the Owner shall maintain all Works in the approved condition for the life of the development as set out in Schedule "D-3".

36. Posting of Security

36.1 The Owner acknowledges and agrees within six (6) weeks of registration of the Agreement by the Township, it will deposit with the Township, in cash or by way of a Letter of Credit, an amount equal to thirty percent (30%) of the total cost of the Internal Works, as set out in Schedules "D-1" and "D-2". The Owner acknowledges and agrees that failure by it to provide these securities within this time frame will result in a "Stop Work Order" being imposed by the Township. The Owner agrees that any costs occurring as a result any "Stop Work Order" shall be paid by the Owner. The Owner further acknowledges and agrees that prior to the execution of the Agreement by the Township, it will deposit with the Township, in cash or by way of a Letter of Credit, an

amount equal to one hundred (100%) percent of the total cost of the External Works, as set out in Schedule "D-2" the Owner further acknowledges and agrees that prior to the execution of the Agreement by the Township, it will deposit with the Township, in cash or by way of a Letter of Credit any other amounts set out in Schedule "C", including but not limited to cash deposits, capital levies, development charges. The Owner further acknowledges and agrees that if required, the Owner will provide additional securities within thirty (30) days of receipt of a written request from the Township to do so.

37. Cash Deposit

37.1 The Owner acknowledges and agrees that in addition to any Letters of Credit or security required by the Agreement, it may be required to provide the Township with a cash deposit in an amount to be set by the Township to secure to payment of legal, engineering and administrative costs.

37.2 Should it be necessary for the Township to deduct any money from the cash deposit held with the Township, the Owner shall, within thirty (30) days, provide the Township with the amount of money necessary to bring the total cash deposit back to the original amount. The Township shall charge the Owner interest at the rate of 1.25% per month on any amount over the original amount the Township is required to payout until such time as the Township is reimbursed this amount by the Owner.

37.3 The Owner understands and agrees that accounts will be submitted to the Owner for payment and if the Owner fails to pay to the Township monies owing within thirty (30) days of receipt of a written invoice from the Township, the Township may deduct the outstanding amount including interest at the rate of 1.25% per month plus a two hundred fifty dollar (\$250.00) administration fee, from the cash deposit or from any security deposited with the Township including any Letter of Credit provided pursuant to Schedule "C".

38. Letter of Credit

38.1 Any Letters of Credit required by the Township shall be from a Tier 1 Canadian Chartered Bank issued in accordance with the requirements of the Township's solicitors in the format attached hereto as Schedule "F". Letters of Credit shall be kept in full force and effect and the Owner will pay all premiums as the Letter of Credit becomes due until such time as the Letter of Credit is returned by the Township.

38.2 If a Letter of Credit is elected to be provided by the Owner it 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.

38.3 If the Owner is in default under the Agreement then thirty (30) days after they are given written notice of any deficiency and the deficiency has not been rectified, the Township may cash the Letter of Credit and use any part of the total amount to repair any public facilities or plant, including landscape damaged during construction, to complete any clean up work required, or for payment of any account arising pursuant to the Agreement.

38.4 Wherever in the Agreement a Letter of Credit is required to be deposited with the Township, the Owner may deposit with the Treasurer cash or certified cheque in an amount equal to the Letter of Credit and such deposit shall be held by the Township as security in accordance with the Agreement, provided that no interest shall be payable on any such deposit.

38.5 The Owner acknowledges that upon the transfer of ownership of the Lands, the Township will not return any Letter(s) of Credit deposited under the Agreement until

the new owner files with the Township a substitute Letter of Credit to the satisfaction of the Township, or such security as may be permitted in the required amounts.

39. Release of Letter of Credit

39.1 Upon expiry of the Maintenance Period, the Township's Treasurer shall release to the Owner any Letter(s) of Credit held by the Township as security under the Agreement provided that all amounts owing to the Township, or which have yet to be invoiced by the Township to the Owner pursuant to this Agreement have been paid in full.

39.2 The Owner acknowledges that there is no automatic right to request any reduction in securities provided to the Township and therefore any partial reductions are at the sole discretion of the Township.

40. Use of Security to Complete Works

40.1 The Owner acknowledges and agrees that if for any reason the Agreement is terminated, the Township shall, at its sole discretion, be entitled to instruct the contractor to complete any work that is appropriate and perform any work that is required, in the Township's opinion, or to remedy work already performed and to pay for the said work and all outstanding accounts. The Owner acknowledges and agrees that the Township shall, be entitled to draw on any security posted with it to pay for any work performed or any outstanding accounts, pursuant to this Section.

41. Insufficient Security

41.1 The Owner acknowledges and agrees that if for any reason, the Township finds itself holding insufficient security pursuant to the Agreement, the Owner agrees to provide additional security to the Township forthwith upon request to do so, and in the event that it fails to do so, the Owner agrees to indemnify the Township for any and all costs incurred by the Township for which there is insufficient security.

42. Township's Legal, Planning, Administrative and Engineering Costs

42.1 The Owner agrees to pay the Township all on-going costs relating to the Agreement including legal, planning, technical, administrative, and engineering costs, costs for checking of the plans and specifications, costs for the Inspection of the Works on behalf of the Township, and costs for providing representation or engineering evidence at an Ontario Municipal Board hearing, including but not limited to legal, planning, administrative and engineering costs, forthwith upon presentation of an invoice by the Township.

42.2 The Owner agrees that all legal costs incurred and to be paid by it under the Agreement including any legal costs related to enforcement of the Agreement shall be levied on a substantial indemnity basis.

42.3 The Owner agrees that all engineering costs incurred and to be paid by it under the Agreement shall be levied according to the Tariff set out by the Association of Professional Engineers of Ontario.

43. Insurance

43.1 The Owners shall provide to the Township, on or prior to the execution of the Agreement, a Commercial General Liability Insurance Policy and Certificate of Insurance in the amount of five million (\$5,000,000) dollars per occurrence, in a form satisfactory to the Township, indemnifying the Township from any loss arising from claims or damages, injury or otherwise in connection with the Works done by or on behalf of the Owner.

43.2 The insurance policy shall contain: a cross-liability and severability of interest clause, shall name The Corporation of the Township of Essa as an additional insured, shall contain a blasting clause, shall contain a non-owned automobile liability clause and shall include a clause with a forty-five (45) cancellation or material change notice to all

4b

additional insured. The Insurance policy shall be maintained in full force and effect until the Works have been assumed by the Township.

43.3 In the event that any renewal premium is not paid, the Township, in order to prevent lapse of the liability insurance policy, may pay the renewal premium and the Owner shall agree to pay the cost of such renewal within thirty (30) days of the account thereof being rendered by the Township plus the Township's administration charges.

43.4 The issuance of the insurance policy shall not be construed as relieving the Owner from any liability or responsibility for any claims in excess of the policy limits.

44. Construction Lien Act

44.1 The Owner shall hold back in its payments to any contractor who may construct services, facilities or works, such amounts as may be required under the provisions of the *Construction Lien Act*, R.S.O. 1990, c.C.30. The Owners shall indemnify and save completely harmless the Township from and against all claims, demands, actions, causes of action and costs resulting from any construction being performed by the Owner, its agents and assigns pursuant to the provisions of the Agreement, and, on demand by the Township, the Owner will take such steps as may be necessary to immediately discharge all liens registered upon the services.

45. Breach

45.1 Upon default by the Owner of any of its obligations under the Agreement, the Township may cash in and retain the securities herein, and shall have the right to enter onto the lands to make safe all construction, and in addition the Township shall be at liberty to utilize the provisions of section 427 of the *Municipal Act, 2001*, S.O. 2001, c. 25.

45.2 In addition to the remedy provided in this section, the Township may (but has no obligation to) complete any requirement of the Owner pursuant to the Agreement.

46. Mortgagees

46.1 All Mortgagees shall be bound by the terms of the Agreement and agree 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 and registering a postponement of their mortgage to the Agreement including any amendments to the Agreement which postponement may be registered on title at the sole discretion of the Township.

46.2 Any amounts which the Township is entitled to collect pursuant to the 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.

46.3 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.

46.4 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 Owner.

46.5 In the event of them assigning or transferring the mortgage on the Lands under their mortgage, the assignment or transfer shall be subject to the terms of the Agreement in the same manner as if the assignee or transferee has signed the Agreement as Owner.

47. Other Encumbrances

47.1 The Owner agrees that it shall be required to obtain executed registered postponements for all other encumbrances registered on title including but not limited to easements and leases, prior to execution of the Agreement by the Township unless otherwise agreed to in writing by the Township.

47.2 The Owner agrees that the Township's Solicitor will remove the existing Site Plan Control Agreement registered as Instrument No. RO1299417 on November 20, 1995, from title to the Lands, at the Owner's expense, prior to registration of the Agreement.

48. Registration

48.1 The Township may register the Agreement in the Land Registry Office for Simcoe (No. 51) against the Lands described in Schedule "A". All obligations contained in the Agreement on the part of the Owner shall run with the Lands and shall be binding upon the Owner, its successors and assigns, as owners and occupiers from time to time, and they shall be for the benefit of the Township.

49. Notice

49.1 Where the Agreement requires notice to be delivered by one party to the other, such notice shall be in writing and delivered either personally, email or by courier from one party to the other 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 email on date of delivery with electronic confirmation of receipt obtained, and if by courier, on the second (2nd) business day following the sending thereof which for the purposes of the Agreement shall be deemed to exclude Saturdays, Sundays and statutory holidays:

TOWNSHIP:

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

Attention: Greg Murphy, CAO

Telephone: (705) 424-9770

Email: gmurphy@essatownship.on.ca

OWNER:

1481556 ONTARIO INC.
c/o Nestor Tombu
6632 County Road 56, R.R. #1
Egbert, ON L0L 1N0

Attention: Nestor Tombu, President

Telephone: ()

Email:

MORTGAGEES:**FIRST MORTGAGEE:**

2233751 ONTARIO INC.
19055 Dufferin Street North
Newmarket, ON L3Y 4V9

Telephone: ()

Email:

4b

SECOND AND THIRD MORTGAGEES:

HAMILTON BROTHERS BUILDING & FARM SUPPLIES LTD.
C/O John L. Ferris
190 Mill Street
Creemore, ON L0M 1G0

Attention: Mr. Frederick Hamilton, President

Telephone: ()

Email:

Addresses, telephone and email addresses may be changed by written notice to the Parties.

50. Effective Date

50.1 The Agreement shall be effective from the date it is executed by the Owner and the Township.

51. Indemnity

51.1 The Owner shall indemnify and save harmless the Township from and against all suits, claims for loss, damage, or accident, injury of any nature or kind whatsoever arising out of or connected with the carrying out of the said work contemplated by the Agreement and, in particular against any claim or claims arising pursuant to the provisions of the *Construction Lien Act*, R.S.O., 1990, chapter C. 30, provided however, that indemnity herein set out shall not extend to the negligence of the Township.

52. Section 446 & 349(1) Municipal Act

52.1 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 Owner for the performance of its covenants and agreements herein and upon default on the part of the Owner hereunder, the Township shall in addition to any other remedy available to it, be at liberty to utilize the provisions of section 446 & 349(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25.

53. Estoppel

53.1 The Owner 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 the Agreement. The law of contract applies to the Agreement and the Parties are entitled to all remedies arising from it, notwithstanding any provision of section 41 of the *Planning Act*, R.S.O. 1990, c. P. 13 interpreted to the contrary. 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 Owner further agrees that it shall not take the benefit of the Agreement and allege entitlement to any greater rights than set out in the 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.

54. Interpretation of Agreement

54.1 The headings, subheadings, subsections, clauses and paragraph numbers are inserted for convenience of reference only and shall not affect the construction or interpretation of the Agreement.

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

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

26

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

54.5 Whenever a statement or provision in the Agreement is followed by words denoting inclusion or example and then 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.

55. Further Assurances

55.1 The Owner shall execute such further and other documents, consents or applications as required to effect the provisions of the Agreement.

56. Waiver

56.1 The failure of the Township at any time to require performance by the Owner 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.

57. Extension of Time

57.1 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 Owner 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.

58. Severability & Enforceability

58.1 The Owner and the Township agree that all covenants and conditions contained in the Agreement shall be severable unless specifically stated otherwise herein, and that should any covenant or condition in the Agreement be declared invalid or unenforceable by a Court of competent jurisdiction, the remaining covenants and conditions and the remainder of the Agreement shall remain valid and not terminate thereby.

59. Governing Law

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

60. No Modification

60.1 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.

61. No Fettering of Discretion

61.1 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 Owner hereby acknowledges that it will not obtain any advantageous planning or other consideration or treatment by virtue of it having entered into the Agreement or by virtue of the existence of the Agreement.

62. Entire Agreement

62.1 The Agreement constitutes the entire Agreement between the Parties pertaining to the subject matter hereof.

63. Schedules

63.1 The following attached Schedules form part of the Agreement:

Schedule "A" - Description of the Lands;

Schedule "B" - Transfers of Easements to be conveyed;

Schedule "C" - Cash Deposits, Development Charges and Securities;

Schedule "D-1" - Works to be completed by the Owner;

Schedule "D-2" - Site Specific Works to be completed by the Owner;

Schedule "D-3" - Works and Facilities to be maintained by the Owner for the life of the development;

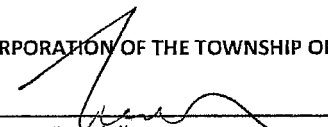
Schedule "E" - Specifications for landscaping; and


Schedule "F" - Standard format for Letter of Credit.

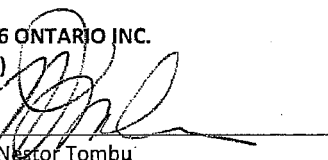
64. Enurement

64.1 The Agreement shall be binding upon and enure to the benefit of the parties to the Agreement and their respective heirs, estate trustees, administrators, successors and assigns. In the event of the sale of the Lands, the Owner agrees to obtain the purchaser's covenant in writing to assume responsibility for the performance of the Owner's continuing obligations under the Agreement.

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: Terry Dowdall
Title: Mayor

Per: 
Name: Bonnie Sander
Title: Clerk
We have authority to bind the corporation.

1481556 ONTARIO INC.
(Owner)
Per: 
Name: Nestor Tombu
Title: President
I have authority to bind the Corporation.

61. Enurement

61.1 This Agreement shall be binding upon and enure to the benefit of the parties to this Agreement and their respective heirs, estate trustees, administrators, successors and assigns. In the event of the sale of the Lands, the Owner agrees to obtain the purchaser's covenant in writing to assume responsibility for the performance of the Owner's continuing obligations under this Agreement.

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: [Signature]
Name: Terry Dowdall
Title: Mayor

Per: _____
Name: Bonnie Sander
Title: Clerk
We have authority to bind the corporation.

1481556 ONTARIO INC.
(Owner)

Per: _____
Name: Nestor Tombu
Title: President

Per: _____
Name: Vincenzo Pugliese
Title: Secretary
I/We have authority to bind the Corporation.

2233751 ONTARIO INC.
(First Mortgagee)

Per: _____
Name:
Title:

Per: _____
Name:
Title:
I/We have authority to bind the Corporation.

HAMILTON BROTHERS BUILDING & FARM SUPPLIES LTD.
(Second & Third Mortgagee)

Per: Fred Hamilton
Name: Frederick Hamilton
Title: President
I/We have authority to bind the Corporation.

NOTE: PLEASE SIGN AND PRINT NAME AND TITLE UNDER SIGNATURE
P:\ME\6588\ESSA\44247062 - 1481556 ONT INC (Rainbow Campground) (SITE PLAN)\SITE PLAN AGREEMENT\FINAL DRAFT - 2016-JUNE-07.doc

46

61. **Enurement**

61.1 **T**his Agreement shall be binding upon and enure to the benefit of the parties to this Agreement and their respective heirs, estate trustees, administrators, successors and assigns. In the event of the sale of the Lands, the Owner agrees to obtain the purchaser's covenant in writing to assume responsibility for the performance of the Owner's continuing obligations under this Agreement.

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: [Signature]
Name: Terry Dowdall
Title: Mayor

Per: _____
Name: Bonnie Sander
Title: Clerk
We have authority to bind the corporation.

**1481556 ONTARIO INC.
(Owner)**

Per: _____
Name: Nestor Tombu
Title: President

Per: _____
Name: Vincenzo Pugliese
Title: Secretary
I/We have authority to bind the Corporation.

**2233751 ONTARIO INC.
(First Mortgagee)**

Per: [Signature]
Name: BRUNO BUTTERFIELD
Title: PRESIDENT

May 16 2017

Per: _____
Name: _____
Title: _____
I/We have authority to bind the Corporation.

**HAMILTON BROTHERS BUILDING & FARM SUPPLIES LTD.
(Second & Third Mortgagee)**

Per: _____
Name: Frederick Hamilton
Title: President
I/We have authority to bind the Corporation.

NOTE: PLEASE SIGN AND PRINT NAME AND TITLE UNDER SIGNATURE
F:\Mellisa\ESSA\144247082 - 1481556 ONT INC (Rainbow Campground) (SITE PLAN)\SITE PLAN AGREEMENT\INITIAL DRAFT - 2016-JUNE-07.doc

30

4b

**2233751 ONTARIO INC.
(First Mortgagee)**

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the Corporation.

**HAMILTON BROTHERS BUILDING & FARM SUPPLIES LTD.
(Second & Third Mortgagee)**

Per: _____
Name: Frederick Hamilton
Title: President

I/We have authority to bind the Corporation.

NOTE: PLEASE SIGN AND PRINT NAME AND TITLE UNDER SIGNATURE

F:\Melissa\ESSA\A424706Z - 1481556 ONT INC (Rainbow Campground) (SITE PLAN)\SITE PLAN AGREEMENT\ DRAFT - 2016-DEC-20 (CLEAN).doc

31

4b

SCHEDULE "A" – Description of Lands

Note: It is understood and agreed that this Schedule forms part of the Township of Essa Site Plan Control Agreement

Description of Lands

North half of Lot 19, Concession 1; SUNNIDALE; and
Part South half of Lot 19, Concession 1; SUNNIDALE;
As in RO1173807; in the Township of Essa, County of Simcoe;
Designated as Parts 1, 2, 3, & 4 on Plan 51R-23284;
Being all of PIN: 58201-0156 (R)

Municipally known as: 62 Brentwood Road, Angus, ON L0M 1B2

SCHEDULE "B" – Transfers, Deeds and Easements to be Conveyed

Note: It is understood and agreed that this Schedule forms part of the Township of Essa Site Plan Control Agreement

Transfers, Deeds and Easements to be Conveyed to the Township

Nil

Transfers, Deeds and Easements to be Conveyed to the County

Conveyance to the County for the purpose of a 10 metre Road Widening:

Being Part _____ on Plan 51R- TBD; being Part of PIN: 58201-0156 (R)

4b

SCHEDULE "C" – Cash Deposits, Development Charges and Securities

Note: It is understood and agreed that this Schedule forms part of the Township of Essa Site Plan Control Agreement

Cash Deposits, Securities, and Development Charges

Cash Deposits: NIL

Securities: \$383,400.00 – Letter of Credit

No deposit/securities shall be returned to the Owner until the Township is satisfied that the site has been developed in accordance with the Plans and Schedules "D" and "E", and all other obligations set out in the Agreement have been complied with.

Development Charges:

Development Charges are to be calculated by the Township, and paid by the Owner prior to the issuance of a building permit for each building, or as otherwise agreed to by the Township in writing, in the amounts applicable at that time for The Corporation of the Township of Essa, The Corporation of the County of Simcoe, the Simcoe County District School Board, the Simcoe Muskoka Catholic District School Board.

SCHEDULE "D-1" – Works to be Completed by the Owner

Note: It is understood and agreed that this Schedule forms part of the Township of Essa Site Plan Control Agreement

Works to be completed by the Owner in accordance with the Plans, as applicable, and to the satisfaction of the Township before occupancy of the development:

- (a) Paving of internal parking areas and driveways to the satisfaction of the Township according to The Corporation of the Township of Essa Engineering Design Standards Specifications and Drawings
- (b) Site grading and drainage in accordance with the accepted plan.
- (c) Install at the Owner's cost new curb and gutter and boulevard landscaping as required by the accepted plans.
- (d) Close all redundant driveways.
- (e) Install at the Owner's cost, new driveway ramps at grade with the existing or proposed street.
- (f) Complete all the landscaping in accordance with the accepted plans for the lands to be developed.
- (g) Complete all the landscaping on the public lands in accordance with the accepted landscape plans.
- (h) Locate and construct the enclosure for all outdoor garbage containers and recycling containers in accordance with the accepted plans.
- (i) Install any required fencing and barriers in accordance with the accepted plans.
- (j) Relocate any existing street furniture, signs, hydrants, utility poles, wires or lines, as required due to the location of buildings, structures, walkways, boulevards, driveways, curbing or parking to the satisfaction of the appropriate authority and demarcate the parking spaces with suitable paint.
- (k) Implement the accepted outdoor lighting plan.
- (l) Install "No Parking – Fire Route" signs at the Owner's cost, on any fire routes on the subject property as required by the Township's Fire Prevention Officer.
- (m) Provide a dry hydrant able to be accessed year round for fire prevention.
- (n) Install any required street signs or regulatory signs and a sign that advertises the Township's Annual Salmon Derby held the 3rd week of September each year.
- (o) Install hydro service required for the development of the Lands.
- (p) Install all storm sewers and services, sanitary sewers and sanitary pumping station and watermains and services.
- (q) Install all sidewalks and walkways.
- (r) Install any works required by Ontarians with Disabilities Act, R.S.O., including but not limited to, demarcating barrier free parking spaces appropriately, including signage.

4b

SCHEDULE "D-2" – Site Specific Works to be completed by the Owner

Note: It is understood and agreed that this Schedule forms part of the Township of Essa Site Plan Control Agreement

36

4b

SCHEDULE "D-2" – Site Specific Works to be completed by the Owner

Note: It is understood and agreed that this Schedule forms part of the Township of Essa Site Plan Control Agreement

37

4b

SCHEDULE "D-3" – Facilities or Works to be maintained by the Owner

Note: It is understood and agreed that this Schedule forms part of the Township of Essa Site Plan Control Agreement

Works to be maintained by the Owner for the life of the development:

- (a) Works to provide access to and from the Development such as access ramps and curbs and traffic direction signs.
- (b) Outdoor lighting facilities.
- (c) Parking and loading facilities including demarcation of parking spaces.
- (d) Walkways and walkway ramps.
- (e) Walls, fences, hedges, trees, shrubs or other groundcover or facilities for landscaping of the lands.
- (f) Vaults, central storage and collection areas and other facilities and enclosures for the storage of garbage and other waste material.
- (g) Any storm water management scheme, easements conveyed to the Township, watercourses, ditches, and land drainage works, and other public utilities.
- (h) Regular removal of snow and ice from access ramps and driveways, parking and loading areas, and walkways, and not to use parking spaces for stockpiling of snow.
- (i) All existing fire access routes as shown on the approval Plans, with all existing fire access routes not to be altered in any way and to remain as depicted on the approved Plans.
- (j) Water mains and hydrants.
- (k) Sanitary sewers and sanitary pumping station.

38

4b

SCHEDULE "E" – Specifications for Landscaping

Note: It is understood and agreed that this Schedule forms part of the Township of Essa Site Plan Control Agreement

Specifications for Landscaping

1. Refer to landscaping details shown on the Plans filed with the Township of Essa.

39

4b

SCHEDULE "F" – Letter of Credit

Note: It is understood and agreed that this Schedule forms part of the Township of Essa Site Plan Control Agreement

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.

40

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)

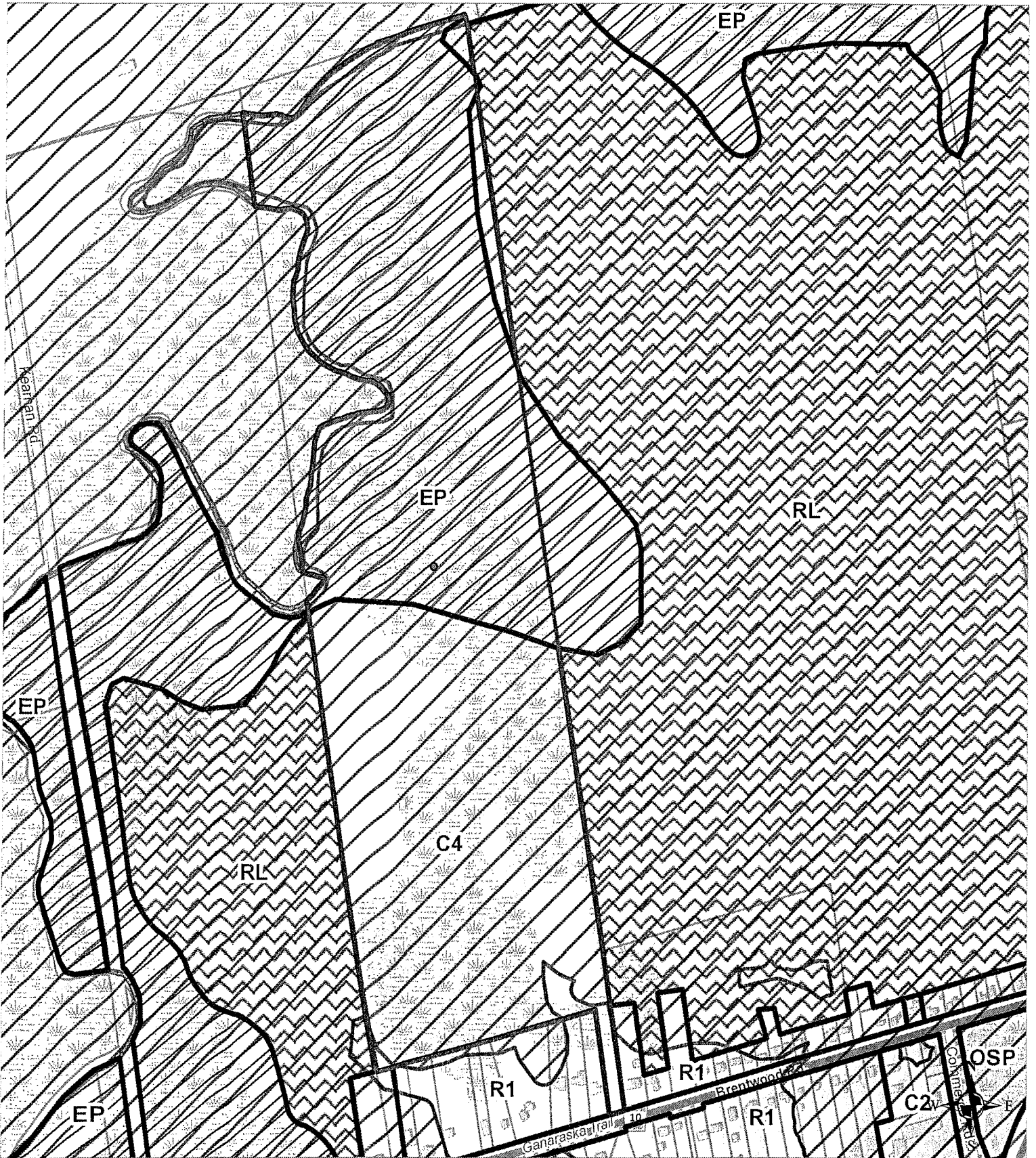
(Authorized Counter Signature)

Letter of Credit Number: _____

THIS DOCUMENT CONSISTS OF TWO (2) PAGES

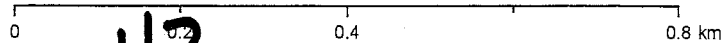
(April 2014)

402 Brentwood Road - Context Map



This map, either in whole or in part, may not be reproduced without the written authority from © The Corporation of the County of Simcoe.
 This map is intended for personal use, has been produced using data from a variety of sources and may not be current or accurate.
 Produced (in part) under license from:
 © Her Majesty the Queen in Right of Canada, Department of Natural Resources;
 © Queens Printer, Ontario Ministry of Natural Resources;
 © Teranet Enterprises Inc. and its suppliers;
 © Members of the Ontario Geospatial Data Exchange.
 All rights reserved. THIS IS NOT A PLAN OF SURVEY.

1:9,028



402

March 30, 2021



Attachment C

4b

From: MaryKay Tombu
To: Lisa Lehr
Cc: Michael Wynia; Colleen Healey; Aimee Powell; Ben V
Subject: Confirmation of Land Lease for 62 Brentwood Road from Council
Date: March 4, 2021 2:58:41 PM

Dear Clerk: could you please take this to Council and let me know when it is on their agenda. Respectfully, Nestor Tombu, 1481556 Ont Inc

The property at 62 Brentwood Road was purchased by 1481556 Ont Inc in 2001. At that time it was zoned for 57 campground lots available for 5/6 months occupancy. In 2003 the first of three building permits were issued for the construction of modular homes, which subsequently were revised for stick built homes.

In 2009 the province and Essa Township ordered the installation of town water and sewer at 62 Brentwood Road. This was completed in October 2020.

In October 2011 the township confirmed that the "Rainbow Campground" is permitted to occupy 57 "dwelling units" for 11 months of a calendar year. Later Council approved 12 month occupancy which was subsequently confirmed in December 2016 with the signing of the Site Plan Agreement.

In 2017 a fourth building permit was issued for a modular home (1700 square feet) at a cost of \$30,088. This cost is the same as a permit would have cost for a subdivision home in 2016.

In December 2016 a Site Plan Agreement was signed by Essa Township and 1481556 Ont Inc.

According to the Ontario Planning Act once the SPCA is signed by both parties, the Municipality executes and registers the SPCA on title and submission of building permits must then be in conformity with the Registered Site Plan Agreement.

Essa Township has informed 1481556 Ont Inc that the next step that must be taken is the application for an Official Plan Amendment. 1481556 intends to submit an OPA in the near future although the corporation believes that an OPA is unnecessary since the Township and NVCA have approved the following:

- a). Site Servicing Plan,
- b). Grading Plan,
- c). Increment cut/fill,
- d). Site Plan,
- e). Erosion and Sediment Plan,
- f). Erosion and Sediment Control details,
- g). Swim Pond Planting Area,
- h). Environmental Impact Studies, and
- I). Flood Studies.

Notwithstanding the above (to be addressed at a later time) the Corporation believes that, at this time, it has approval for 12 month occupancy for 57 modular/stick built homes on town water and sewer in a land lease setting.

It is submitted that since the SPCA is an amendment to the original Site Plan issued in 1992, then the original land lease agreement has been transferred to the amended SPCA.

1481556 Ont Inc requests confirmation of the Land Lease Agreement by the Township of Essa.

N. Tombu
1481556 Ont Inc

43

4b



BUILDING PERMIT 2017-0200

Finance Summary

Permit Issued To : 1481556 ONTARIO INC
Project Location : 62 BRENTWOOD RD
Work Type : Installation of a pre-fabricated building

Fees:

Type	Account	Entered	Amount
Building Fee	02-40-140-285-4680	2017-06-05 14:55:57.000	\$100.00
County Development Charge	02-02-002-020-2030	2017-06-05 14:55:57.000	\$9,346.00
Education Development Charge	02-02-002-020-2120	2017-06-05 14:55:57.000	\$1,759.00
Essa Township land Dev Charge	50-80-002-999-3659	2017-06-05 14:55:57.000	\$18,733.00
Lot grading deposit	02-01-001-012-1170	2017-06-05 14:55:57.000	\$2,500.00
Sewer Connection charge	40-01-001-011-1155	2017-06-05 14:55:57.000	\$75.00
Water Connection Charge	40-01-001-011-1150	2017-06-05 14:55:57.000	\$75.00
Total Fees			\$32,588.00

44.

From: Daniel Dyce
 To: "Ben V"; "MaryKay Tombu"
 Cc: Aimee Powell; Emma Perry; Michael Wynia (mwynia@skeltonbrumwell.ca)
 Subject: NVCA file no. 19888 - 62 Brentwood Road, Fssa
 Date: December 10, 2020 12:11:48 PM

Mr. Vacca and Mr. Tombu,

It is our understanding that SBA (Michael Wynia) has been retained to deal with NVCA concerns and information requirements as it pertains to the subject file. Per discussion with Michael on 4-Nov-2020, I have provided below a summary of the information required by the NVCA to proceed with this matter through voluntary compliance.

Please note that the below comments are conditional upon the understanding that, at this time, no further plan review or permissions are required with the Township. Rather, it is our understanding that the intention is to proceed according to the works as previously approved under NVCA conditional permit no. 2017-6912 and the Site Plan Control Agreement, though to further proceed with retroactive-permission of fill imported and placed beyond approvals contained within permit no. 2017-6912 and to proceed with NVCA permission for further fill importation and placement. As the NVCA operates on the principle of planning before permitting, if at any time additional plan review or applications are required, the comments contained herein may be invalidated.

To address the non-compliance state of the subject property, and to review additional proposed developments (including grading and fill placement), the following information will be required by the NVCA:

1. To the satisfaction of the NVCA, a restoration plan for those areas beyond the development envelope as approved under #2017-6912. Must include proposed grading plan for those areas beyond the development envelope as approved under #2017-6917. The Environmental Impact Study prepared by Azimuth Environmental Consulting should be used as a guide to determine pre-development condition of the unauthorized development areas, with the understanding that the NVCA will require restoration (e.g. final grade, planting, seed mix, etc.) to pre-development condition or improved. To this end, we would recommend submission of terms of reference for our review, after which a detailed restoration plan can be prepared.
2. Engineered comparison of the current grades with the grading plan as approved under #2017-6912. This must include confirmation of existing grades in the previously-approved development envelope, as well as existing grades beyond the approved envelope. We note that some of this information has been provided on the as-built plans provided by SBA (dated Dec 2019). However, this must include a detailed summary of the total fill volume imported to date (both inside and outside of the approved area) and summary (including calculations based on existing and proposed grades) of the fill volume required to achieve grades as approved under #2017-6912. We note that conditional permit #2017-6912 was granted in part based on a cut-fill exercise, and the provided grading plans must also confirm that this cut-fill balance will be honoured.
3. It is the understanding of the NVCA that the proponent preference is to continue with development (fill importation, grading, etc.) after which restoration of those areas beyond the approved development envelope would be completed as part of the overall subject property post-construction restoration. The NVCA will not release further permissions for development without assurance of remediation/restoration for those areas beyond the limits approved under #2017-6912. This will therefore require submission and NVCA review and permission for remedial/restoration works for those areas beyond the approved envelope before permission will be provided for additional development within the envelope as approved under #2017-6912. Alternatively, the NVCA is open to discussion of options, on the understanding that any agreement will be contingent upon preservation of NVCA authority and provision of necessary financial security to ensure remedial/restoration works will be undertaken.

Note that, once a final proposed import fill volume has been confirmed, the NVCA will require additional information per the *Procedural Guideline for the Placement of Large Quantities of Fill* (link to document below).

Link to *Procedural Guideline for the Placement of Large Quantities of Fill*:

<https://www.nvca.on.ca/Shared%20Documents/Procedural%20Guideline%20for%20the%20Placement%20of%20Large%20Quantities%20of%20Fill.pdf>

If there are any questions, please contact the undersigned.
Regards,

**Daniel Dyce | Regulations Technician
Provincial Offences Officer**

Nottawasaga Valley Conservation Authority
8195 8th Line, Utopia, ON L0M 1T0
T 705-424-1479 ext. 245 | F 705-424-2115
ddyce@nvca.on.ca | nvca.on.ca

Important note: I am currently working remotely as the Nottawasaga Valley Conservation Authority is taking preventative measures to limit the spread of COVID-19. You may experience some delays or disruptions as we follow recommendations of public health experts.

Stay the Course

1. Wash hands
2. Social distance and use masks when distancing is not possible
3. Respect Others
4. Shop Local

This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender and destroy all copies of the original message.

[EXTERNAL]



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: PD010-21

DATE: April 7th, 2021

TO: Committee of the Whole

FROM: Aimee Powell, B.URPI., MPA, MCIP, RPP
Manager of Planner and Development

SUBJECT: Proposed Zoning By-law Amendment Z1/21
7634 10th Line, Thornton, 010-003-15300-0000
Temporary Second Dwelling

RECOMMENDATION

That Staff Report PD010-21 be received for information, and

That Council authorize Staff to schedule a Public Meeting to collect comments on a proposal for a Temporary Use to permit the existence of a new mobile home unit at 7634 10th Line, Thornton.

BACKGROUND

The Township received an application for a Temporary Use, Zoning By-law Amendment requesting permission to allow the existence of a mobile home unit on lands located at 7634 10th line, north of Essa Agriplex (see Attachment 'A' for a Context Map). The owners currently reside in Essa (elsewhere) and purchased the subject site along the 10th Line, for their family to reside in. On the property there currently exists three barns, two steel grain bins, a circular bulk feed tank, and a residential unit, however the residential unit is not liveable due to lack of servicing and maintenance. The existing residence unit was built in 1890 and is 131 years old.

The purpose of the applicant seeking the Temporary Use, Zoning By-law Amendment, is for their family to reside on the property while they construct a new residential home on the lot (see Attachment 'B' – Site Plan). The applicant has advised staff that the proposed residential home will be built using a professional construction company alongside themselves. There will be regard for the Fire Code, Ontario Building Code and any other applicable law for safety during the construction of the proposed residential home.

4c

COMMENTS AND CONSIDERATIONS

On February 24th, 2021 the Applicant applied for a demolition permit from the Township's Building Department and it has since been approved. The applicant plans on commencing demolition in late spring to early summer of 2021. In the past, the Township has required the applicants to enter into an agreement which includes the collection of securities to ensure that the mobile home unit is demolished/removed in a timely and orderly fashion at the end of the term.

Temporary Use By-laws are regulated under Section 39 of the *Planning Act* and are to define the area to which they apply and specify the period for which the authorization shall be in effect, which shall not exceed three years from the date of passing the by-law. In the event the applicant has not completed the home within three years, Council may, subsequently, grant an extension of not more than three years.

According to the Township's Zoning By-law, By-law 2003-50, the subject land is zoned as 'Agricultural (A)', and the Official Plan designates the land, as 'Agricultural'. A mobile home is not a permitted use. The applicant is currently applying to amend the Zoning By-law to allow for a mobile home. It is their hope that this Amendment would only be for a temporary time period since their goal is to construct a permanent residential home, that is permitted in the Township Zoning By-law and Official Plan. The property currently is an operational farm, that grows agricultural crops. The Applicant's hope is that the residential home will support the function of the farm, moving forward.

Township Staff deemed this application a complete submission on March 23rd, 2021 and as part of amending the Township's Zoning By-law, even if only on a temporary basis, a Public Meeting must be held.

FINANCIAL IMPACT

All costs associated with the requested development will be at the borne by the Landowner.

Township Staff have received the following payments:

- \$4000.00 – Zoning, Temporary Use By-law Application Fee
- \$2000.00 – Legal/Engineering Deposit
- \$6000.00 – Total

Township Staff will collect securities in the amount of \$5000.00 against the mobile home, upon the execution of the agreement.

4c

SUMMARY/OPTIONS

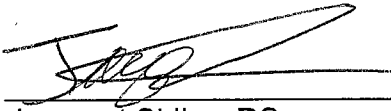
Council May:

1. Take no further action, in effect denying the application with reason(s).
2. Authorize Staff to schedule a Public Meeting to collect comments on a proposal for a Temporary Use to permit the existence of a new mobile home unit at 7634 10th Line, Thornton.
3. Direct Staff in another manner Council deems appropriate.

CONCLUSION

Option # 2 is recommended.

Prepared by:



Jaspreet Sidhu, BSc
Planner

Respectfully submitted by:



Aimee Powell B.URPI., MPA, MCIP,
RPP
Manager of Planning &
Development

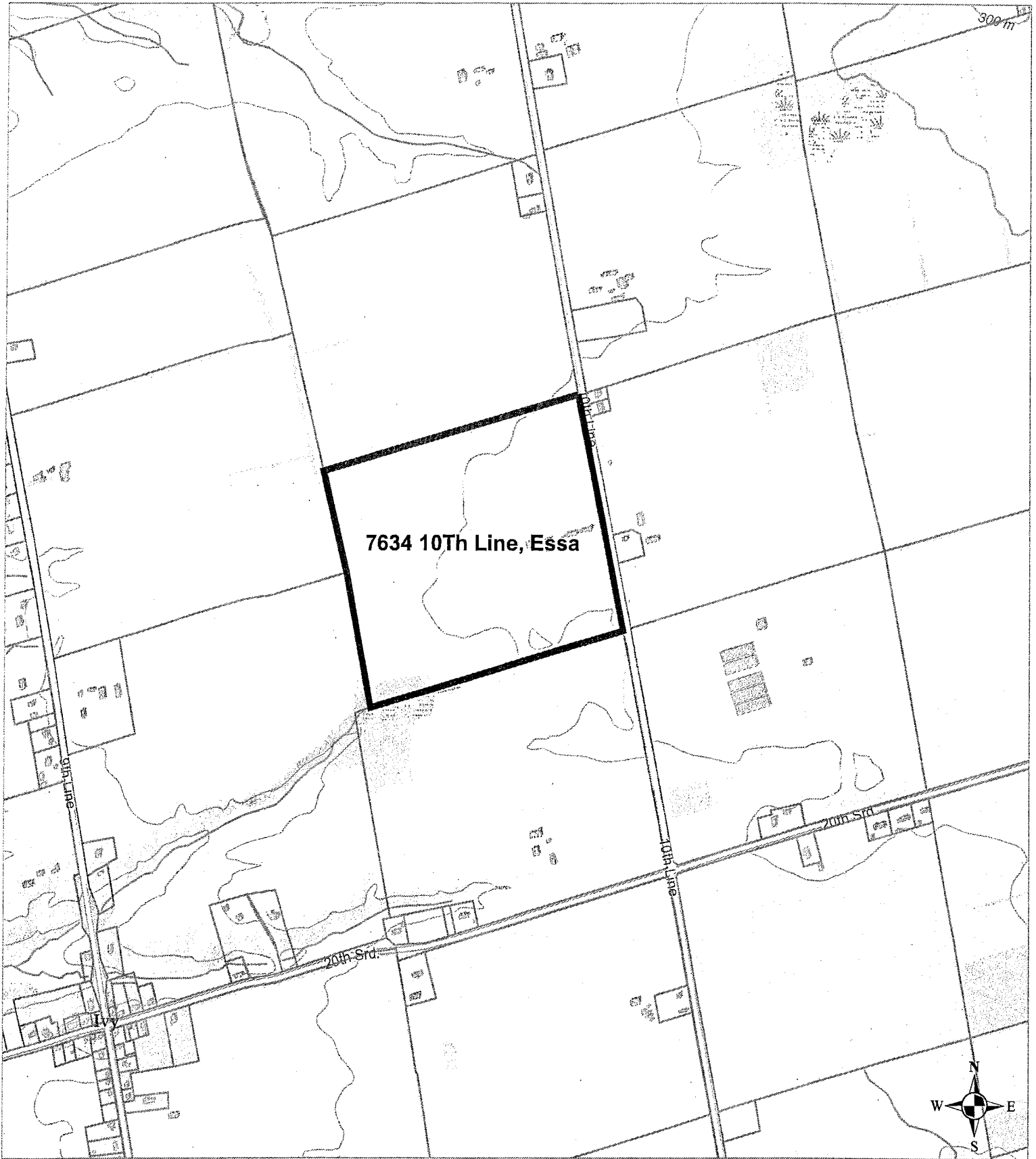
Reviewed by:



Colleen Healey-Dowdall
CAO

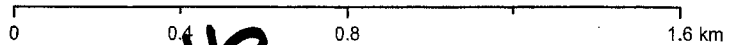
Attachment 'A' - Context Map
Attachment 'B' - Site Plan

46
Attachment 'A' - Context Map



This map, either in whole or in part, may not be reproduced without the written authority from © The Corporation of the County of Simcoe.
This map is intended for personal use, has been produced using data from a variety of sources and may not be current or accurate.
Produced (in part) under license from:
© Her Majesty the Queen in Right of Canada, Department of Natural Resources;
© Queens Printer, Ontario Ministry of Natural Resources;
© Teranet Enterprises Inc. and its suppliers;
© Members of the Ontario Geospatial Data Exchange.
All rights reserved. THIS IS NOT A PLAN OF SURVEY.

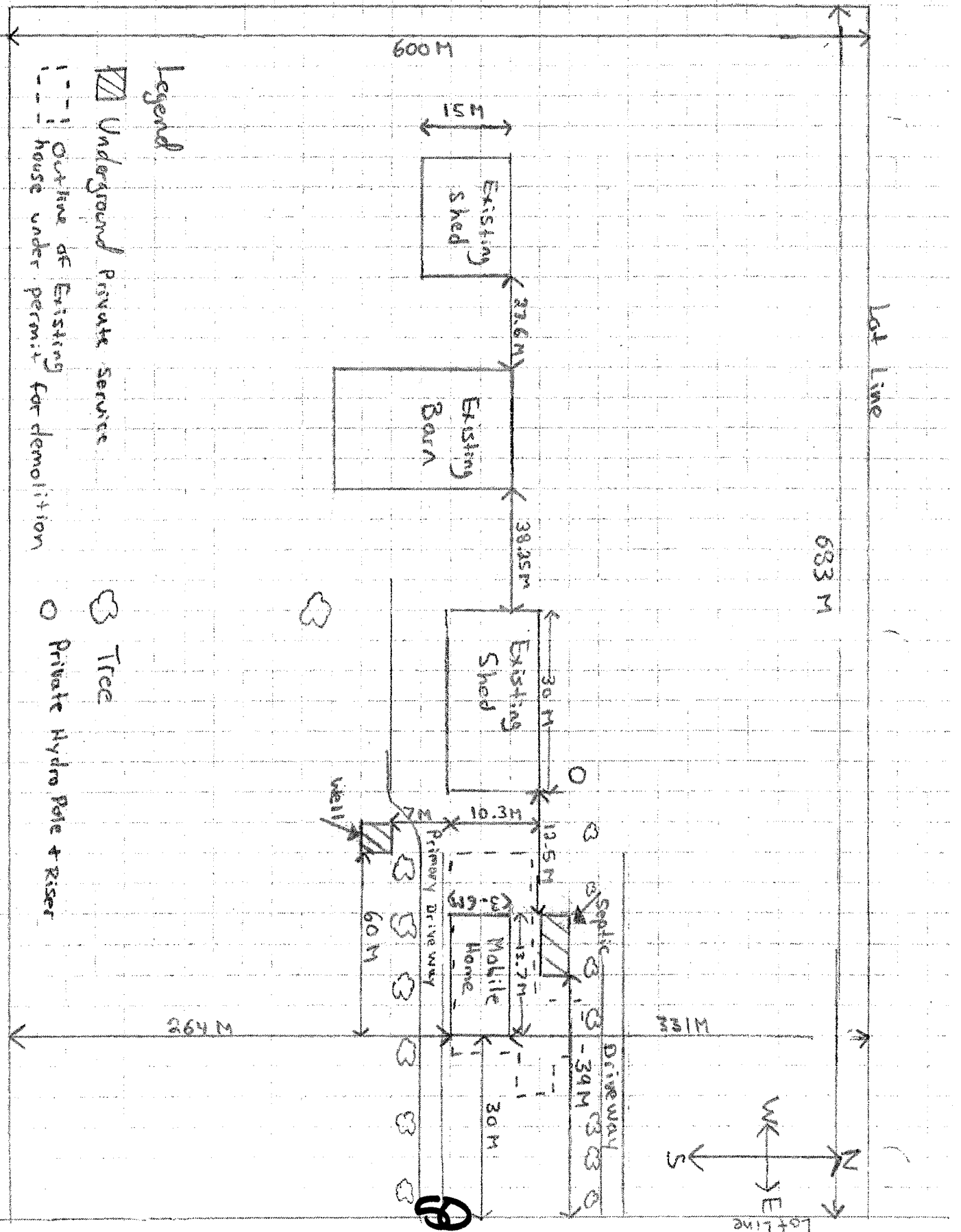
1:18,056



49
March 30, 2021



Attachment 'B' - Site Plan



10th Line

ESSA

10th Line

7634

10th Line

Lot Line

6a



RECOMMENDATION
Fire Services Pumper - Quotes
March 26th, 2021

2021 Capital Budget: \$685,000.00
2021 Request: \$595,089.00

Description and Overview	SafeTek Emergency Vehicles	Pierce Emergency Vehicles	Alexis Emergency Vehicles
Type of Apparatus	Demonstrator vehicle 2021	Demonstrator vehicle 2021	Demonstrator vehicle 2020
Fire Pump Size	6000 L/min	6000 L/min	6000 L/min
Water Tank Size	3900 Litres	3900 Litres	3900 Litres
Cab Size Seating	Six Firefighter Cab	Six Firefighter Cab	Six Firefighter Cab
Vehicle Cost	\$537,967.00	\$585,000.00	\$584,216.00
Pumper Equipment			
Pumper Equipment Cost	\$45,122.00	\$45,122.00	\$45,122.00
Cabinetry and Finishing			
Finishing Cost	\$12,000.00	\$12,000.00	\$12,000.00
Total Cost – Apparatus and Equipment	\$595,089.00 Plus applicable tax	\$642,122.00 Plus applicable tax	\$641,338.00 Plus applicable tax

RECOMMENDATION:

BE IT RECOMMENDED THAT the quotation submitted by **SafeTek Emergency Vehicles** for the supply of one demonstrator pumper apparatus be accepted for the price of \$537,967.00 (excluding taxes); and further,

THAT the associated equipment and finishing necessary to outfit the new apparatus be accepted for the price of \$57,122.00 (excluding taxes); and further,

That the Fire Chief be authorized to arrange for the purchase of the pumper and the necessary equipment to outfit the apparatus.

Respectfully submitted,

Doug Burgin

Doug Burgin,
Deputy Fire Chief/Alternate CEMC

Reviewed by,

Colleen Healey-Dowdall,
Chief Administrative Officer

72



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: PW009-21
DATE: April 7, 2021
TO: Committee of the Whole
FROM: Michael Mikael – Manager of Public Works
SUBJECT: Award of Quotation – 2021 Granular Gravel Supply

RECOMMENDATION

That Staff Report PW009-21 be received; and

That the quotation as received from Darpak Inc. be accepted in the amount of \$79 500 (excluding HST), to supply and place Granular 'A' Gravel on the Camp Hill Road between County Road 10 and the 4th line for re-grading, and to deliver to stockpile granular for supply, contingent upon a WSIB Clearance Certificate and a copy of Insurance being provided to the Township, to the Township's satisfaction.

BACKGROUND

The RFQ for the 2021 Granular Supply was posted on the Township's website, as well as Biddingo and was circulated in accordance with Essa's Procurement Policy A05-01. The closing date for this was March 19, 2021.

Included in the 2021 budget under Roadway Maintenance – Gravel, Resurfacing, Patching and Pits, Council approved \$93,000 for these items.

COMMENTS AND CONSIDERATIONS

The following is a summary of results:

BIDDER	TOTAL PER ITEM BID: 1) Camphill Rd – 4 200 tonne 2) Stockpile – 2 000 tonne	TOTAL BID (excluding applicable tax)
Darpak Inc.	1) \$52 500 2) \$27 000	\$79 500
Lafarge Canada	1) \$60 900 2) \$28 500	\$89 400
Duivenvoorden Haulage Ltd.	1) \$62 790 2) \$28 500	\$91 290

7a

John Eek & Son Ltd.	1) \$64 680	\$94 080
	2) \$29 400	
Ralph MacDonald Construction & Aggregates Ltd.	1) \$65 940	\$97 340
	2) \$31 400	

Note that these 2021 bid amounts are consistent with 2019 and 2020 bid amounts.

FINANCIAL IMPACT

2021 budget approval - \$93,000. The lowest bid of \$79 500 is \$13,500 less than the approved budget.

4

SUMMARY/OPTIONS

Council may:

1. Take no action.
2. Award the Quotation to the lowest bidder, DarkPak Inc.
3. Re-issue the Request for Quote.

CONCLUSION

Staff recommends that Option 2 be approved, given that this supplier is in a good standing with the Township and with no known past performance problems.

Respectfully submitted,

Reviewed by,



Michael Mikael, P.Eng
Manager of Public Works



Colleen Healey-Dowdall
Chief Administrative Officer



7b

TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: PW010-21
DATE: April 7, 2021
TO: Committee of the Whole
FROM: Michael Mikael, P.Eng., Manager of Public Works
SUBJECT: Bridge OSIM Inspection and 9th Line Bridge Timber Deck Repairs

RECOMMENDATION

That Staff Report PW010-21 be received; and

That the proposal submitted by D.M. Wills Associates Limited. for the engineering services inspection of the Bridge, Culvert and Pedestrian Bridge in the amount of \$ 13,080 plus H.S.T be accepted as per the Township specifications; and

That Council authorize the Manager of Public Works to utilize the remaining budget to carry out the required repairs on the 9th Line Bridge Timber Deck

BACKGROUND

The Township is required to complete Biennial inspections on structures with a span greater than 3 meters to be completed in accordance with the Ontario Structure Inspection Manual (OSIM) as per the requirements of as O. Reg. 104/97, Standards for Bridges, made under the Public Transportation and Highway Improvements Act.

The last inspection was completed back in 2018 using the MBAM method and all data will be updated/revised to reflect the OSIM method and requirements.

Worth to mention that the inspection will also cover the five (5) pedestrian/trail bridges structure since all five structures have spans greater than 2 meters.

SH

COMMENTS AND CONSIDERATIONS

The request for quotation was requested from a several consulting firms in accordance with the municipality's procurement policy.

There was a total of 6 quotation received and they are summarized below.

Bidder	Total Quotation (excluding HST)
1. GHD	\$18,800
2. Mcintosh Perry	\$21,035
3. Ainley Group	\$30,895
4. Tatham Engineering	\$21,520
5. PLANMAC Engineering Inc.	\$12,000
6. D.M. Wills Associates Limited	\$13,080

All received quotations were evaluated by staff utilizing the established evaluation weight criteria.

OTHER CONSIDERATIONS

The 9th Line Road Bridge crossing at Bear Creek requires an immediate repair plan with regards to the deterioration of its timber deck. The site is located approximately 2km south of the intersection of County Road 90 and the 9th Line, and services several residences just south of the crossing where it is one way in/one way out.

The bridge has a timber deck that is prematurely deteriorating and there is concern regards to heavy vehicle crossings. There is damage to the deck including one or more holes as per the attached pictures. The Township has implemented some temporary shoring measures to address the immediate concerns however at this time there is no load restriction is required.

Some of the timber bridge deck beams are required to be replaced immediately to rectify the issue of deterioration.

FINANCIAL IMPACT

Council approved \$30,000 in the 2021 Capital budget for the Bridge Inspections which will result in \$16,920 surplus that can be utilized to complete the required repairs on the 9th Line Bridge.

SUMMARY / OPTIONS

Council may

1. Take no action
2. Award the Bridge Inspections to D.M. Wills Associates Limited in the amount of \$13,080 (excluding applicable tax)
3. Authorize the Manager of Public Works to utilize the remaining budget to cover the required repairs on the 9th Line Bridge Timber Deck
4. Direct Staff in another course of action.

7b

CONCLUSION

Staff recommends that options 2 & 3 be approved, given that the 9th Line Bridge is in need of repairs this year, for safety.

Respectfully submitted,



Michael Mikael, P.Eng
Manager of Public Works

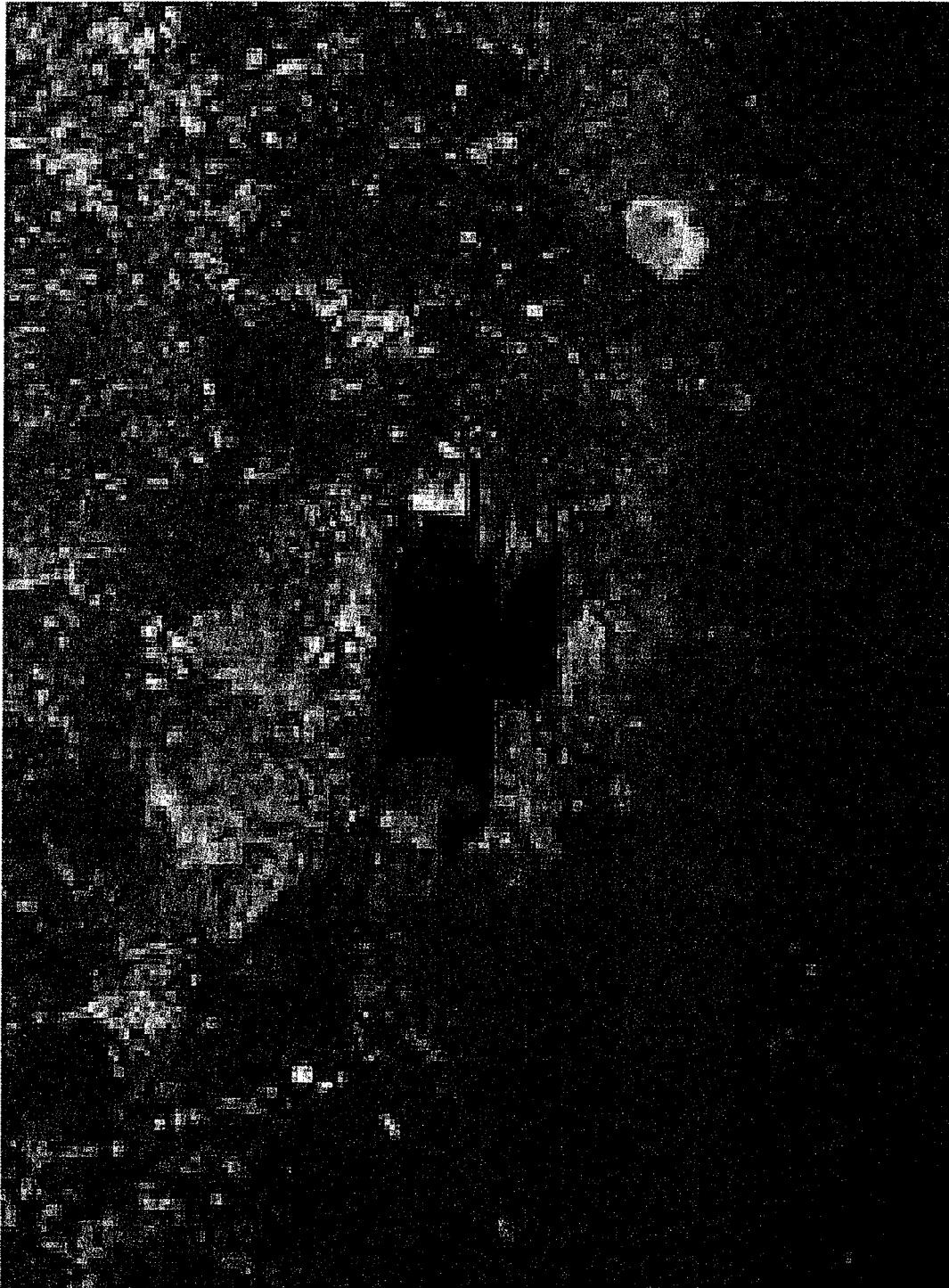
Reviewed by,



Colleen Healey-Dowdall
Chief Administrative Officer

5b

7b



57

710



7c



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: PW011-21

DATE: April 7, 2021

TO: Committee of the Whole

FROM: Michael Mikael – Manager of Public Works

SUBJECT: Award of Tender – Thornton Pedestrian Crossing

RECOMMENDATION

That Staff Report PW011-21 be received; and

That the quotation as received from GUILD ELECTRIC LTD. for the construction of the Thornton Pedestrian Crossing be accepted in the amount of \$103,600 (excluding HST)

BACKGROUND

The Thornton Pedestrian crossing is considered high a priority project and a key pedestrian crossing location to ensure connectivity to the Trans Canada Trail. The Trans Canada Trail crosses County Road 21 (Robert Street) at this location. Many pedestrians cross County Road 21 here to gain access to the trail on the other side of the road. In order to facilitate a safe crossing location, a new Pedestrian Crossing has been designed by Ainley Group. The new crossing addresses safety concerns by providing a safe place for pedestrians to cross the road.

The consultant will contract administrate this project.

COMMENTS AND CONSIDERATIONS

The Tender document was posted on the Biddingo website on February 10, 2021 and closed on March 2, 2021. Due to electronic submission issues, the tender was extended to close on March 23, 2021.

The project will also include a 100W LED luminaire on the south side of the crossing in addition to the existing lighting on County Road 21 to ensure adequate visibility for the resident safety.

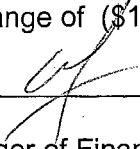
FINANCIAL IMPACT

Council approved \$50,307 in the 2021 Public Works Prioritized Capital Budget (**\$38,307 Taxation & \$12,000 Development Charges Trail Funds**). There is a carry-over of \$103,693 from 2020 (**\$25,000 Taxation & \$90,000 Development Charges Trail Funds**).

[Handwritten signature]

7c

The total remaining capital budget for the project is \$154,000 which will result in **\$50,400** surplus excluding contract administration which is expected to be in the range of (\$15,000 -\$18,000).



Manager of Finance

SUMMARY/OPTIONS

Council may:


1. Take no action.
2. Award the Tender to GUILD ELECTRIC LTD. in the amount of \$103 600.
3. Direct Staff in another course of action


CONCLUSION

Staff recommends that Option 2 be approved, given that this contractor is in a good standing with the Township and with no known past performance problems.

Respectfully submitted,

Reviewed by,





Michael Mikael, P.Eng
Manager of Public Works

Colleen Healey-Dowdall,
Chief Administrative Officer

BIDDER	TOTAL BID (excluding applicable tax)
Guild Electric LTD.	\$103 600
ON-TEK Electric Services LTD.	\$116 598.39

60



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: PW012-21

DATE: April 7, 2021

TO: Committee of the Whole

FROM: Michael Mikael – Manager of Public Works

SUBJECT: Emergency Repairs- Angus Brownley Pumphouse Reservoir

RECOMMENDATION

That Staff Report PW012-21 be received; and

That the quotation as received from Perma-Seal Contracting for the repairs and re-parging of the Brownley Pumphouse reservoir 1 (cell1) be accepted in the amount of \$57,000 (excluding HST); and

That Council authorize the Manager of Public Works to defer the below three (3) stated projects from the approved **2021 Water Budget, Major Maintenance Recommendations** of OCWA to allocate the required funds to complete the required repairs in reservoir 1 (cell 1).

BACKGROUND

The Angus Municipal Water Supply consists of 3 major pumphouses that supply the community with approximately a total design capacity of 10,805 m3/day of potable water (limited to 9,585 m3/day as per the approved maximum daily taking of water from all wells as per the water taking permit PTTW #0411-93LSQW).

Below are the approved design Capacity for each Pumphouse:

Pumphouse	Design Capacity (m3/day)
McGeorge	2,627
Mill Street	3,927
Brownley	4,251

The Brownley Pumphouse provides Angus residents up to 4,251 m3/day of potable water which represents approximately **40% of the total capacity** required to provide Angus with a stable municipal water supply. The Brownley Pumphouse includes three vertical turbine high lift pumps and two major interconnected cells with a total capacity of 2,500 m3/day as well as two high lift chambers.

OCWA performs a regular inspection for all reservoirs. During a recent cleaning process OCWA staff discovered that the parging (seal) has fallen off the walls of the reservoir (cell 1) as per the attached photos. OCWA staff also noticed that the vent is cracked and allowing surface water to drip into the reservoir. The Manager of Public Works attended a site meeting and participated in inspecting the reservoirs. The reservoir appears to be in a very poor condition and requires immediate repairs as per the attached pictures. All four (4) reservoirs will require repairs however three (3) of the reservoirs can be deferred until 2022 with exception to reservoir 1 (cell1) which requires immediate repair.

Currently all four reservoirs all empty and the Brownley Pumphouse is out of service. The shortage in municipal water supply is currently being covered/compensated by the McGeorge Pumphouse and Mill Street. The Mill Street & McGeorge pumphouses are currently capable of covering the shortage in municipal water supply due to the overall low water supply demand during this time in the year.

COMMENTS AND CONSIDERATIONS

Worth to mention that within four (4) weeks the water demand will start increasing until it reaches the peak summer flow. The Mill Street & McGeorge pumphouses **will not** be able to support the Angus municipal water system or provide the required peak flow once the water demand speaks within the next four (4) weeks. ***The repairs are required to bring Brownley Pumphouse back in service and avoid potential summer restrictions on water usage and to ensure adequate equalization and fire flow/storage.***

OCWA staff reached out to a couple of contractors for quotes to complete the repairs on reservoir 1. One was unavailable to perform the required repairs and the other provided high-level quotation which was significantly higher in price than the industry average.

The received quotation from Perma-Seal Contracting ranked the most advantageous to Essa.

FINANCIAL IMPACT

The Manager of Public Works met up with OCWA to discuss deferring additional projects with respect to the approved **2021 Major Maintenance Recommendations** and all agreed to defer the following projects to allow for these repairs to happen as soon as possible while avoiding any financial impact on the approved 2021 Water and Wastewater budget:

- Unplanned Distribution Repairs \$20,000
- Pump Station #3 Pitless Adapters \$25,000
- Fire Hydrant Replacements \$ 15,000

Deferring the above three (3) mentioned projects will result in allocating approximately \$60,000 in funds to be utilized to hire Perma- Seal Contracting to complete the required repairs.

Based on the above there will be no financial impact on the 2021 approved budget

7d



 Manager of Finance

SUMMARY/OPTIONS

Council may:

1. Take no action.
2. Award the project to **Perma-Seal Contracting** for the repairs and re-parging of reservoir 1 (cell 1) in the amount of \$57,000 (excluding HST)
3. Authorize the Manger of Public Works to defer the above three (3) stated projects from the approved 2021 Major Maintenance Recommendations to allocate the required funds to complete the required repairs.
4. Direct Staff in another course of action

CONCLUSION

Staff recommends that **Options 2 & 3** be approved, given that this contractor is in a good standing with the Township and with no known past performance problems.

Respectfully submitted,

Reviewed by,





Michael Mikael, P.Eng
Manager of Public Works

Colleen Healey-Dowdall,
Chief Administrative Officer

BIDDER	TOTAL BID (excluding applicable tax)
Perma-Seal Contracting	\$57,000

63

7d

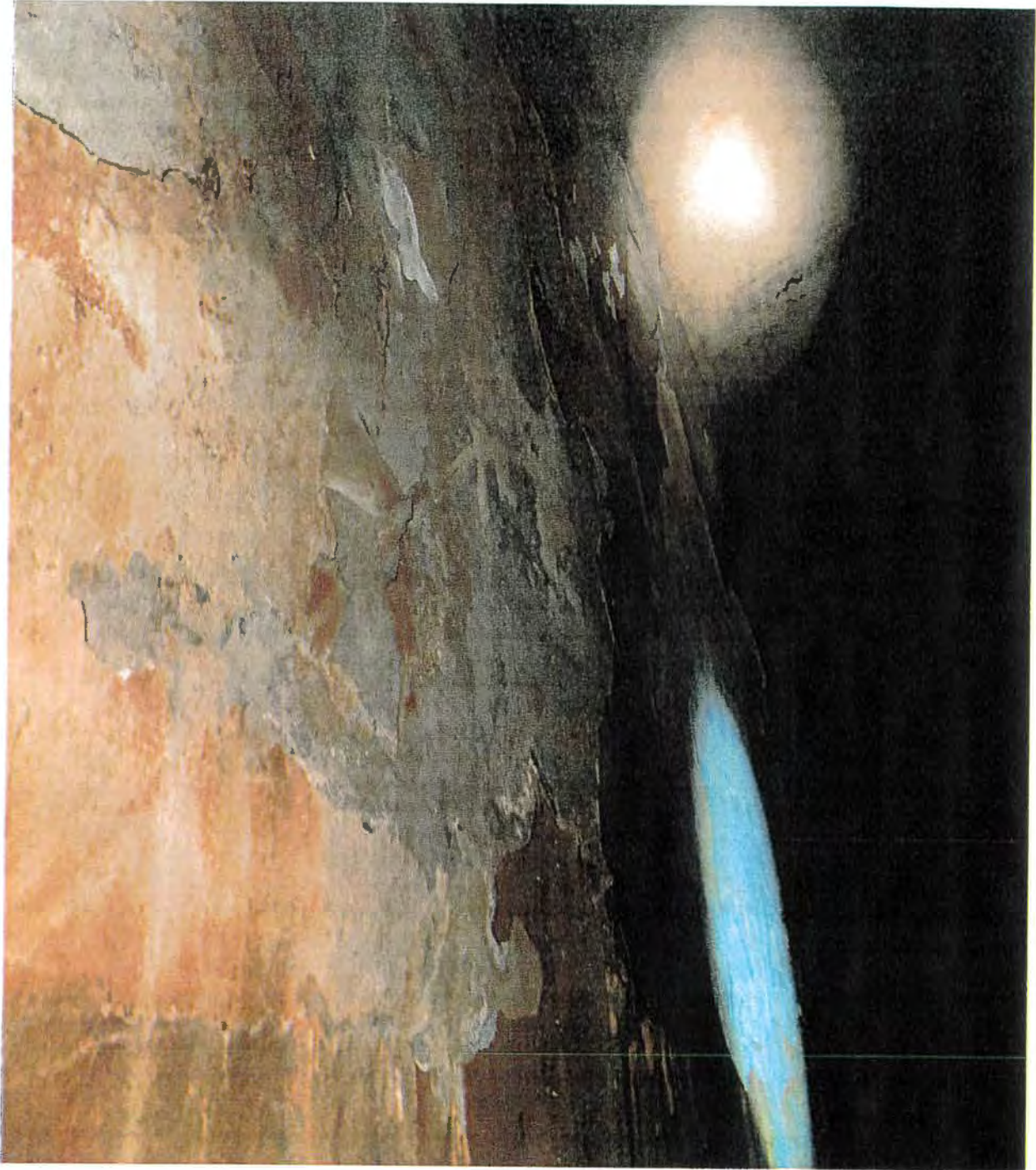
PW012-21

Page 4 of 8



64

7d



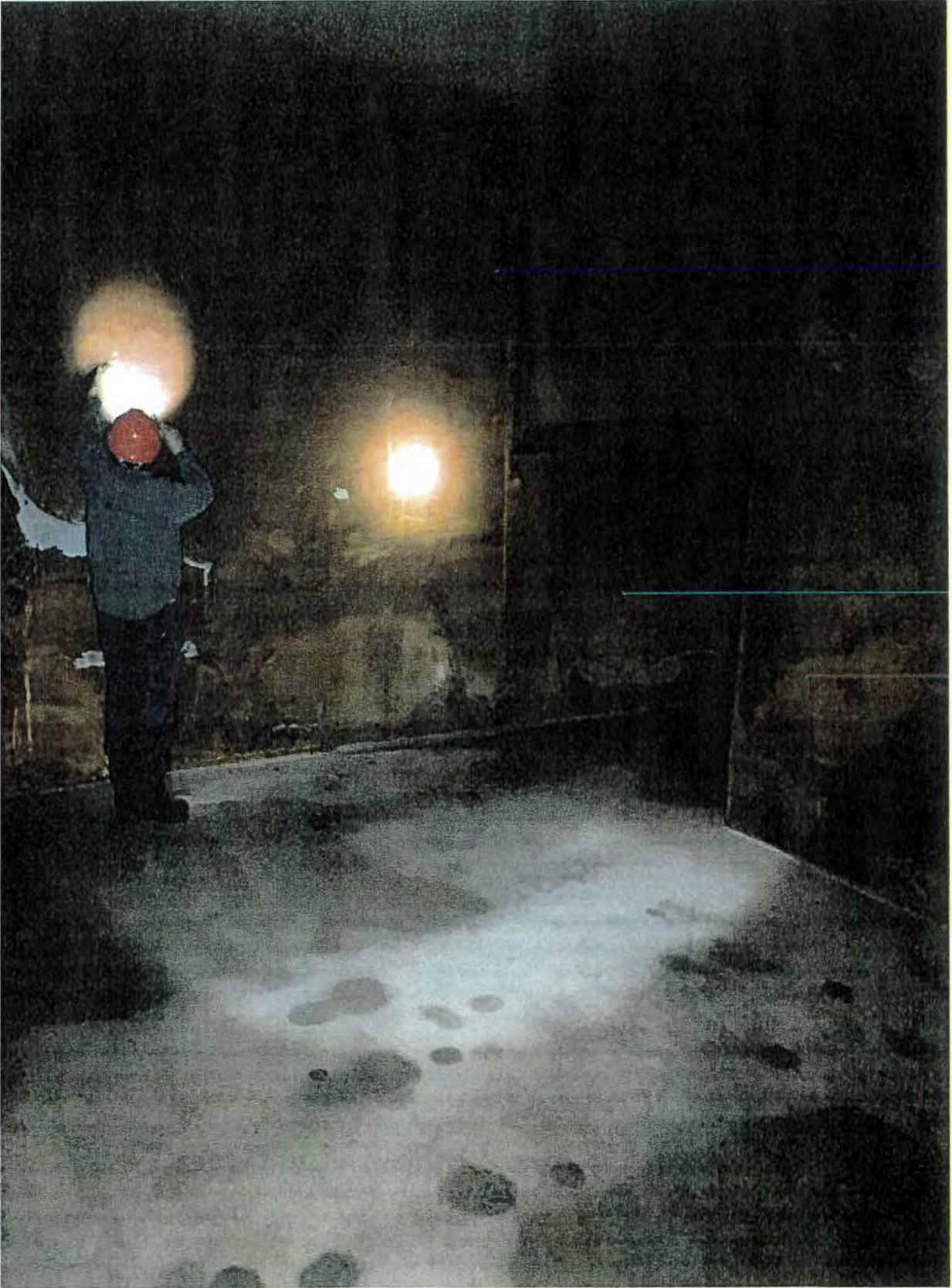
65

7d



6b

7d



67

7d



68



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: PW013-21
DATE: April 7, 2021
TO: Committee of the Whole
FROM: Michael Mikael – Manager of Public Works
SUBJECT: Award of Tender – 2021 Dust Suppressant Application

RECOMMENDATION

That Staff Report PW013-21 be received; and

That the quotation as received from Den-Mar Brines Ltd. be accepted in the amount of \$30,000 (excluding HST), to supply and place Calcium Chloride Dust Suppressant on the Township's gravel roads, contingent upon a WSIB Clearance Certificate and a copy of Insurance being provided to the Township, to the Township's satisfaction.

BACKGROUND

The RFQ for the 2020 Dust Suppressant was posted on the Township's website, as well as Biddingo website and circulated in accordance with Essa's Procurement Policy A05-01. The closing date for this was March 26, 2020 at 2:00 pm.

Included in the 2021 operating budget, Council approved \$35,500 for this project to be completed.

COMMENTS AND CONSIDERATIONS

The following is a summary of results:

Bidder	Type of Dust Suppressant	Quantity (Litres)	Unit Price	Total Price Excluding HST
Den-Mar Brines	1) Liq. Calcium Chloride 18%	300,000	\$0.10	\$30,000
Pollard Distribution	1) Liq. Calcium Chloride 18%	300,000	\$0.125	\$37,500
Da-Lee	1) Liq. Calcium Chloride 35%	150,000	\$0.29	\$43,500

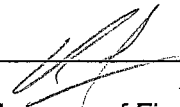
Note that these 2021 bid amounts are consistent with 2019 and 2020 bid amounts.

69

7e

FINANCIAL IMPACT

Council approved \$35,500 in the 2021 Public Works Operating Budget.



Manager of Finance

SUMMARY/OPTIONS

Council may:

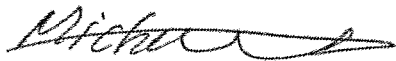
- 1. Take no action.
- 2. Award the Quotation to the lowest bidder, Den-Mar Brines Ltd.
- 3. Direct Staff in another course of action

CONCLUSION

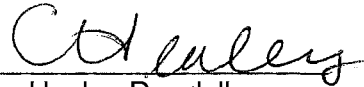
Staff recommends that **Option 2** be approved, given that this supplier is in a good standing with the Township and with no known past performance problems.

Respectfully submitted,

Reviewed by,



Michael Mikael, P.Eng
Manager of Public Works



Colleen Healey-Dowdall
Chief Administrative Officer

70

75



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: PW014 -21
DATE: April 7, 2021
TO: Committee of the Whole
FROM: Michael Mikael – Manager of Public Works
SUBJECT: Award of Tender – 2021 Street Sweeping

RECOMMENDATION

That Staff Report PW014 -21 be received; and

That the quotation as received from **A&G The Road Cleaners Ltd.** for the 2021 Street Sweeping RFQ be accepted in the amount of **\$32,785 (excluding HST)** as per Township specifications, contingent upon WSIB Clearance Certificate and a copy of Insurance being provided to the Municipality; and

That the Roads Superintendent be authorized to arrange for the necessary works to be completed.

BACKGROUND

The RFQ for the 2021 Street Sweeping was posted on the Township’s website, as well as Biddingo website and circulated in accordance with Essa’s Procurement Policy A05-01. The closing date for this was March 31, 2021 at 2:00 pm.

Included in the 2021 budget, Council approved \$45,000 for this project to be completed.

COMMENTS AND CONSIDERATIONS

The following is a summary of results:

BIDDER	Dep. ✓	ESSA	COUNTY	DEVELOPER (*ESTIMATE)	SUB-TOTAL (NO HST)	HOURLY RATE
A&G Ltd.	\$5,000.	\$32,785.	\$3,975.	-\$1,900	\$36,370.	\$134
Fairfield Ltd.	\$5,000.	\$36,000.	\$4,200.	-\$1,900	\$40,200.	\$120
Glen’s Sweeping	\$5,000.	\$36,159.	\$4,795	-\$1,900	\$40,954.	\$119

71

75

**The Gold Park Group developer has agreed to pay back the Township for sweeping Sasco Way (Plan 51M-1097) and Greenwood from Centre Street to Maplewood (Plan 51M-1112) since both road sections are not assumed yet by the Township. The estimated charge back to the developer is \$1,900.*

All received quotations were evaluated by staff utilizing the established evaluation weight criteria. In accordance with the Procurement Policy, "the lowest bid **is not** necessarily accepted".

FINANCIAL IMPACT

2021 approved budget - \$45,000. The lowest bid submitted is **\$30,885** excluding the developer's estimated pay back charge (\$32,785 - \$1,900) as stated above.

Manager of Finance

SUMMARY/OPTIONS

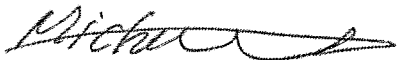
Council may:

1. Take no action.
2. Award the Quotation to the lowest bidder, **A&G The Road Cleaners Ltd.** in the amount of **\$32,785** excluding HST
3. Direct Staff in another course of action

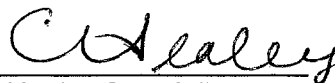
CONCLUSION

Staff recommends that **Option 2** be approved, given that this A&G The Road Cleaners Ltd. is in a good standing with the Township and with no known past performance problems.

Respectfully submitted,



Michael Mikael, P.Eng
Manager of Public Works



Colleen Healey-Dowdall
Chief Administrative Officer

72

Angus Business Improvement Area - Operating Budget 2021 - Board Approved March 16, 2021.

OPERATING EXPENSE BUDGET 2021	Bd Approved			over+ under-	Bd Approved	YTD Sept	Year End	Y.E. Variance	BoD & AGM Approved
	Bud. 2019	Act. 2019	Variance		Bud. 2020	Actual	Projection	Projection	
Updated: March 29, 2021									
Planters 2018 - 43 + 9 + 3	\$ 11,000.00	\$ 7,830.43	-\$ 3,169.57	\$ 8,160.00	\$ 8,160.00	\$ 8,160.00	\$ -	\$ 8,625.00	
Planters Misc Materials (fertilizer)	\$ -	\$ 24.90	\$ 24.90					\$ 100.00	
Labour to Look After, June - Oct.	\$ 3,100.00	\$ 3,000.00	-\$ 100.00	\$ 3,100.00	\$ 2,400.00	\$ 3,100.00	\$ -	\$ 3,100.00	
Flags & Banners: Spring Change	\$ 3,100.00	\$ 2,544.00	-\$ 556.00	\$ 2,800.00	\$ 2,531.79	\$ 2,531.79	-\$ 268.21	# 28 \$ 1,550.00	
Replace Canadian Flag (3 years)								# 10 \$ 540.00	
Install								\$ 1,000.00	
New Pole Locations/Repairs (9 arms + install)	\$ -	\$ 182.86	\$ 182.86	\$ -	\$ -	\$ -	\$ -	# 9 \$ 900.00	
Flags & Banners - Fall Change	\$ 3,100.00	\$ 2,643.72	-\$ 456.28	\$ 2,800.00	\$ -	\$ 2,800.00	\$ -	\$ 2,700.00	
Install									
Tree Planter									
Garbage & ReCycle Containers									
Labour (Township Staff)									
Digital Welcome Sign - Promote BIA & Members & Essa									
Adverts: (\$180/mos Budget / \$199 + HST / mos Actual)				\$ 2,160.00	\$ 1,320.00	\$ 1,760.00	-\$ 400.00	\$ -	
Hydro: (\$330/mos, no Budget?) YTD - June to Sept. Plus Oct to Dec.				\$ -	\$ 1,320.00	\$ 2,310.00	\$ 2,310.00	\$ 3,960.00	
Other Misc Expenses:									
Annual General Meeting 2019	\$ -	\$ 313.56	\$ 313.56	\$ 200.00	\$ -	\$ -	-\$ 200.00	\$ 200.00	
Shop Angus Campaign									
Santa Claus Parade Committee	? \$ 350.00	\$ 350.00	\$ -	\$ 350.00	\$ -	\$ -	-\$ 350.00	\$ 350.00	
Special Events-Farmers Market	? \$ 500.00	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500.00	
Ontario BIA Fees	\$ 280.00	\$ 224.71	-\$ 55.29	\$ 230.00	\$ 230.00	\$ 230.00	\$ -	\$ 230.00	
Adjustment Vacancies to Assessment Rebates	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
HST - add \$ 26,709	\$ 278.59	\$ -	-\$ 278.59	\$ 200.00	\$ 200.00	\$ 200.00	\$ -	\$ 280.00	
Audit (by Township of Essa Auditor)	\$ -	\$ -	\$ -	\$ -				\$ -	
Contribution to Capital Projects	\$ 5,000.00	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ 3,000.00	
\$ 21,430.00 HST	\$ 26,708.59	\$ 22,614.18	-\$ 4,094.41	\$ 25,000.00		\$ 26,091.79	\$ 1,091.79	\$ 27,035.00	
			(- is under)				Over Budget		
Chair, Keith White:				Reserve/Surplus Balance:	\$ 41,764.00			\$ 16,810.00 at Dec. 31/20	
Secretary, Joe Van Leeuwen:								\$ 3,000.00	
								\$ 19,810.00 at Dec. 31/21	

73

Joe Van Leeuwen

88



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: TR003-21

DATE: April 7, 2021

TO: Committee of the Whole

FROM: Carol Traynor, Manager of Finance
Michael Mikael, Manager of Public Works

SUBJECT: 2021 Revised Water and Wastewater Budget

RECOMMENDATION

That Staff Report TR003-21 be received; and

That Council consider approving the revised 2021 OCWA Operating and Major Maintenance Annual Budget in the amount of \$2,293,123; and

That Council consider approving the revised overall 2021 Water Operating Budget in the amount of \$1,816,344 to accommodate the revised OCWA Water budget; and

That Council consider approving the revised 2021 Wastewater Operating Budget in the amount of \$1,852,661 to accommodate the revised OCWA Wastewater budget; and

That Council consider approving the revised 2021 Capital Budget for Water and Wastewater in the amount of \$843,000 to reflect the Disk Filter Integration project in the amount of \$550,000.

BACKGROUND

At the March 3rd, 2021 in-camera meeting Council elected to re-open the 2021 OCWA budget process based on additional information received.

COMMENTS AND CONSIDERATIONS

Below outlines the changes to the 2021 OCWA budget along with the impact on the operating budgets for water and wastewater as directed for Council's consideration.

Operating Water Works

- Remove the Transfer to Water Rate Stabilization Reserve in the amount of \$405,945.
- Add a new account line for OCWA Water Operating Budget in the amount of \$563,964.
- Increase the Transfer to Capital account on the expense section and the corresponding Development Charges Earned account under revenues in the amount of \$293,000 to fund the Thornton Standpipe Expansion.



Operating Wastewater

- Reduce the OCWA WWTP Contract Services from \$749,500 to \$174,500.
- Increase OCWA Linear Infrastructure & Unplanned Repairs from \$60,000 to \$98,893.
- Add a new account line for OCWA Sewer operating budget in the amount of \$466,767.
- Increase the Transfer to Capital account on the expense section and the corresponding Contribution from Reserves account under revenues in the amount of \$550,000 to fund the Disk Filter Integration.

Capital Wastewater Works

- Thornton Standpipe Expansion \$293,000 to be funded from Development Charges.
- Disk Filter Integration and Completion \$550,000 to be funded from Wastewater reserve.

Attached are the revised overall 2021 Water and Wastewater Operating and Capital budget, along with OCWA's recommended Major Maintenance work plan from 2021 to 2026.

It should be noted that if Council approves the above noted changes there will be no impact on the tax rates or the water/sewer rates as funding is being drawn from reserves.

SUMMARY/OPTIONS

Council may:

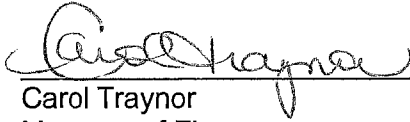
1. Take no further action.
2. Approve the revised 2021 OCWA Operating and Capital budgets in the amount of \$2,293,123.
3. Approve the revised overall 2021 Water Operating Budget in the amount of \$1,816,344 to accommodate the revised OCWA Water budget.
4. Approve the revised 2021 Operating Wastewater Budget in the amount of \$1,852,661 to accommodate the revised OCWA Wastewater budget.
5. Approve the revised 2021 Capital Budget for Water and Wastewater in the amount of \$843,000 to reflect the Disk Filter Integration project in the amount of \$550,000.
6. Direct staff to proceed with this matter as deemed appropriate by Council.

CONCLUSION:

Options #2, #3, #4 and #5 are recommended.

Respectfully submitted:

Submitted by:



Carol Traynor
Manager of Finance



Michael Mikael
Manager of Public Works

Reviewed by:



Colleen Healey-Dowdall
CAO

- Attachment: 2021 Water/Wastewater budgets
- Attachment: 2021 OCWA's Capital/Major Maintenance Annual Budget
- Attachment: 2021 OCWA's Wastewater Annual Operating Budget
- Attachment: 2021 OCWA's Water Annual Operating Budget

80



Township of Essa
2021 Budget
April 7, 2021

Account	Revised 2021 Budget	2020 Budget	2020 Actuals to date	2019 Actuals
Water Works				
Wages and Salaries:				
Salaries/Wages	02-08-310-410-6000	97,930	60,221	60,908
Salaries/Wages Part Time	02-08-310-410-6002		3,500	3,931
Salaries/Wages Full Time Overtime	02-08-310-410-6004			723
Employee Benefits Full Time	02-08-310-410-6020	5,775	3,050	3,312
Extended Health Benefits	02-08-310-410-6026	11,190	6,100	4,763
Employee Health Tax	02-08-310-410-6030	1,910	1,175	963
Employee Assistance Plan	02-08-310-410-6031	70	40	26
OMERS	02-08-310-410-6032	8,835	5,443	5,065
WSIB	02-08-310-410-6033	2,782	1,717	1,407
WATERWORK Wages & Benefits Transfer	02-08-310-410-6012	5,760	24,830	
Total Wages and Salaries		134,252	106,076	81,098
Admin Operating Expenses:				
Mileage	02-08-310-410-6035	700	350	131
Office Supplies	02-08-310-410-6050	5,000	600	2,301
Computer Software & Maintenance	02-08-310-410-6060	15,000		3,485
Advertising	02-08-310-410-6062	600	500	511
Insurance	02-08-310-410-6063	5,100	5,000	5,000
Interest on Borrowing	02-08-310-410-6065	11,787	15,228	8,039
OCWA Contract Services	02-08-310-410-6069	331,000	455,714	566,709
Water Principal Payment	02-08-310-410-6150	140,781	137,340	68,245
Other Write-offs	02-08-310-411-6081	500	300	1,512
Meter Reads	02-08-310-411-6350	5,000	15,000	23,936
WATERWORK-Pipeline Consumption Fee	02-08-310-411-6355	30,000	27,500	33,561
Transfer to Reserve from Water Revenues	02-08-310-410-6094			
Transfer to Water Rate Stab Reserve	02-08-310-410-6093	0		
Transfer to Capital	02-08-310-410-6098	293,000	180,000	
OCWA Water Operating Budget	02-08-310-410-6283	563,964		
Total Admin Operating Expenses		1,402,432	837,532	713,430
Angus Waterworks Expenses:				
Postage - Angus Water	02-08-310-412-6052	12,000	12,000	14,496
Telephone Communications	02-08-310-412-6054	4,000	4,000	8,159
Hydro	02-08-310-412-6055	120,000	120,000	116,339
Miscellaneous Expense - Angus Water	02-08-310-412-6089		306,500	73,134
OCWA Unplanned Repairs Contract Service	02-08-310-412-6069	40,000		
Total Angus Waterworks Expenses		176,000	442,500	212,128
Thornton Waterworks Expenses:				
Postage - Thornton Water	02-08-310-416-6052	1,500	1,500	1,734
Hydro	02-08-310-416-6055	18,000	18,000	14,899
Miscellaneous Expense - Thornton Water	02-08-310-416-6089		59,000	50,189
Snow Removal	02-08-310-416-6275	2,600	1,200	2,424
OCWA Contract Services	02-08-310-416-6069	61,000		
Total Thornton Waterworks Expenses		83,100	79,700	69,245
Baxter Waterworks Expenses:				
Postage - Baxter Water	02-08-310-420-6052	160	160	182
Telephone Communications	02-08-310-420-6054	2,000	2,500	451
Hydro	02-08-310-420-6055	4,000	4,000	3,956
Miscellaneous Expense-Baxter Water	02-08-310-420-6089		7,000	3,791
Snow Removal	02-08-310-420-6275	2,600	1,200	2,424
OCWA Contract Services	02-08-310-420-6069	7,000		
Water Antenna Lease	02-08-310-420-6072	4,800		
Total Baxter Waterworks Expenses		20,560	14,860	10,804
Total Expenses:		1,816,344	1,480,668	1,086,705

77

8b



Township of Essa
2021 Budget
April 7, 2021

Account	Revised 2021 Budget	2020 Budget	2020 Actuals to date	2019 Actuals
Revenues:				
Provincial OSTAR Water Funding	02-40-310-187-4602			588,159
Water Penalty	02-40-310-440-4702	-15,000	-15,000	-18,081
Miscellaneous Revenue	02-40-310-440-4707	-15,000	-15,000	-13,701
Developer's Contribution	02-40-310-440-4715			-91,042
Water Permits	02-40-310-440-4862	-3,000	-3,000	-2,540
Final Water Reading Certificate	02-40-310-440-4863	-3,000	-3,000	-1,890
Connection Fees	02-40-310-440-4865			-6,688
Angus Water Service Fees	02-40-310-440-4870	-1,100,000	-1,100,000	-1,466,828
Thornton Water Service Fees	02-40-310-440-4872	-175,000	-175,000	-215,316
Baxter Water Service Fees	02-40-310-440-4874	-15,200	-15,200	-15,589
Principal Loan Installment	02-40-310-440-4880	-39,125	-260,000	-259,379
WATERWORKS-R-Development Charges	02-40-310-440-4954	-293,000		-118,656
Loan Authorized Interest	02-40-310-440-4719			
WATERWORKS-R-Contribution from Reser	02-40-310-440-4950	-158,019		
Total Revenues		-1,816,344	-1,586,200	-2,791,181
Reserve Transfer From/ (To)		0	-105,532	-1,234,461

78

86



Township of Essa
2021 Budget
April 7, 2021

Account	Revised 2021 Budget	2020 Budget	2020 Actuals to date	2019 Actuals
Waste Water				
Wages and Salaries:				
Salaries/Wages	02-08-330-450-6000	32,340	39,790	38,102
Salaries/Wages Part Time	02-08-330-450-6002			1,123
Salaries/Wages Full Time Overtime	02-08-330-450-6004			243
Employee Benefits Full Time	02-08-330-450-6020	1,715	2,080	2,388
Extended Health Benefits	02-08-330-450-6026	3,535	4,125	3,343
Employee Health Tax	02-08-330-450-6030	635	750	690
Employee Assistance Plan	02-08-330-450-6031	20	25	18
OMERS	02-08-330-450-6032	2,925	3,500	3,526
WSIB	02-08-330-450-6033	915	1,100	1,008
WASTEWATER Wages & Benefits Transfer	02-08-330-450-6012	5,759	8,275	
Total Wages and Salaries		47,844	59,645	50,442
Admin Operating Expenses:				
Mileage	02-08-330-450-6035	500	200	82
Advertising	02-08-330-450-6062			1,541
Interest on Borrowing	02-08-330-450-6065	133,129	142,992	142,992
OCWA WWTP Contract Services	02-08-330-450-6069	174,500	551,128	484,367
Sewer Principal Payment	02-08-330-450-6150	213,778	203,915	203,915
Transfer to Reserve from Sewer Revenues	02-08-330-450-6095			
Transfer to Capital	02-08-330-450-6098	550,000		
OCWA Sewer Operating Budget	02-08-330-450-6283	466,767		
Total Admin Operating Expenses		1,538,674	898,235	832,895
Wastewater Operations:				
Hydro	02-08-330-454-6055	160,000	160,000	155,406
Heat	02-08-330-454-6056	4,000	3,000	5,157
Other Write-offs	02-08-330-454-6081	250	250	1,406
OCWA Linear Infrastructure & Unplanned R	02-08-330-454-6089	98,893	307,000	206,600
Gasoline	02-08-330-454-6210			11,278
Snow Removal	02-08-330-454-6275	3,000	3,000	
Total Wastewater Operations		266,143	473,250	379,847
Total Expenses:		1,852,661	1,431,130	1,263,184
Revenues:				
Sewer Penalty	02-40-330-458-4702	-15,000	-15,000	-3,327
Miscellaneous Revenue	02-40-330-458-4707			-582
Angus Sewer Service Fees	02-40-330-458-4860	-1,100,000	-1,100,000	-1,436,874
Sewer Permits	02-40-330-458-4861	-5,000	-5,000	-8,850
Connection Fees	02-40-330-458-4865	-20,600	-22,000	-24,717
Frontage Fees	02-40-330-458-4866	-24,000	-24,000	-23,522
Development Charges Earned	02-40-330-458-4954			-346,907
SANITARY SEWER REVENUE- Contributio	02-40-330-458-4950	-688,061		
Total Revenues		-1,852,661	-1,166,000	-1,497,290
Reserve Transfer From/ (To)		0	265,130	-234,106

77



Township of Essa
 Capital Budget
 For the 2021 Fiscal Year

Project Code	Total Budget	Previously Approved Funding	2021 Budget Request	Project Funding					Grants		Total	
				Taxation	Trade In (surplus Equip)	User Fees	DC's	Reserve	Gov't funding	Source		
Water and Wastewater											0	
Thornton Standpipe Expansion	293,000	180,000	113,000				293,000			Water DC's Thornton	293,000	
Disk Filter Integration	550,000	200,000	350,000					350,000		Sewer Infrastructure Reserve		
								\$ 200,000		2020 Carry Forward		
Total for Water and Wastewater:	\$843,000	\$380,000	\$463,000	\$0	\$0	\$0	\$0	\$293,000	\$550,000	\$0	\$0	\$293,000

88

98

Essa Township

(2020-Year Recommended Capital/Major Maintenance from 2021 to 2026)

The Ontario Clean Water Agency has identified the following capital projects/major maintenance for your review and approval.

Ref No.	Scope of Work	Cost Estimate						Capital	Major	Minor	Maintenance	Improvement	State Parts Inventory	Approved by Client	Rationale for Project
		2021	2022	2023	2024	2025	2026								
Angus Wastewater Treatment Facility															
1	Potential Concrete Tank repairs after 2020 Engineer Inspection (Clarifiers, Aeration, Effluent)	\$0	\$50,000												Inspected existing tanks for integrity, leaks and cracks in 2020. Potential repairs needed. Note: Engineers report not completed at the time of preparing this recommendation
2	Disk Filter Integration and completion	\$550,000													Second disc filter Procured in 2019 and Integrated in 2020/2021. Request to carry over unused \$200,000 unused
3	Rotary Drum Thickener(RDT)			\$600,000								M			RDT will reduce the amount of sludge haulage by increasing sludge thickness and improving dewatering
4	Diesel Generator Repairs, Inspections and Annual Load Testing	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000								Recommended to complete load testing annually.
5	Vac truck for Clarifier cleanings (3 to 4 times per year)	\$8,500	\$8,500	\$8,500	\$8,500	\$8,500	\$8,500								Clarifier cleanings to remove seasonal build up if algae
6	General Building Maintenance(HVAC service, cleaning etc.)	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000								Third party maintenance of HVAC and door and lock maintenance
7	General Pump and Piping replacement	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000								Smaller pump and hose replacement due to harsh environment resulting in short life expectancy. Based on History
8	Biological Additive(XLR8 to aid in settling sludge in the towers)	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000								Additive used during warmer months to aid in thickening of bio solids. Helps reduce volume hauled away
9	Von Chopper Transfer Pump Rebuild	\$25,000													Rebuild pump to improve life expectancy
10	Rebuild Return and Waste Pumps					\$15,000									Pumps are approaching end of life expectancy. Rebuild will prolong life another 6-10 years approx.
11	Rebuild Secondary Effluent Pumps					\$20,000									Pumps are approaching end of life expectancy. Rebuild will prolong life another 6-10 years approx.
12	Rebuild Sludge Recirculating Pumps(Sludge Storage Tower pumps)						\$40,000								Pumps are approaching end of life expectancy. Rebuild will prolong life another 6-10 years approx.
13	Rebuild Reject Pumps						\$15,000								Rebuild pumps to improve life expectancy
14	Blower Rebuilds of motors and compressors	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000								6 blowers to be serviced(1 each year)
15	UV Ballasts	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000								Based on History of replacements and failures
Total Estimate - Recommended Capital		\$663,500	\$138,500	\$688,500	\$88,500	\$123,500	\$143,500								
Angus Wastewater Collection															
1	Pump Station Cleaning & 1 extra cleaning at Pump Station #1	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000								Cleaning is necessary to remove fats,oils,rags and debris from pump stations to avoid items getting into the pumps and causing breakdowns
2	Vac Trucks for Sewer Back ups and Clogs	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000								Based on History
3	Sewer Flushing (approximately 5kms/yr.)	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000								Sewer flushing is necessary to remove small blockages and roots before they become large enough to cause back ups into residences. We can also camera the sewer main to inspect integrity of the system
4	Margaret Street Sewer Repairs	\$0													Many issues observed during sewer flushing and CCTV with the section of sewer along Margaret Street. (Ainley completed the report and noted the main was collapsing in a few sections)
5	Storm Water Pump Station #4 Pump Rebuilds					\$8,000									Pumps are tested annually and should be rebuilt on a regular basis to maintain efficiencies

Essa Township

(2020-Year Recommended Capital/Major Maintenance from 2021 to 2026)

The Ontario Clean Water Agency has identified the following capital projects/major maintenance for your review and approval.

Ref No.	Scope of Work	Cost Estimate						Completion	DWQS Outcome	Risk Safety	Regul Maintenance	Operate Repairs	Improvement	Spares Parts Inventory	Approved by Client	Rationale for Project
		2021	2022	2023	2024	2025	2026									
6	Pump Station #1 Upgrades & Bar Screen Upgrade	\$0	\$200,000													Installation of Bubbler to reduce fats, oils and greases from accumulating. Installation of Claro Step screen to remove rags and eliminate weekly Confined Space entry for Staff (Health and Safety Issues)
7	Pump Station #2 Bypass piping and installation			\$250,000									M			Installation of Grinder pumps will reduce the number of blockages that occur in the pumps and the amount of rags that make into the treatment plant
8	Pump Station #3 New Pitless Adapters	\$25,000														Install new Pitless adapters and remove existing failed adapter
9	Pump Station 1,2,3 Pump Rebuilds (All pumps at all 3 pump Stations)				\$120,000						M	M				Rebuild 2 pumps at each of the 3 Wastewater pump stations (6 Pumps)
Total Estimate - Recommended Capital		\$86,000	\$261,000	\$311,000	\$181,000	\$69,000	\$61,000									
Angus Mill Street DWS																
1	Diesel Generator repairs and Load testing	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000									As requested by MECP there will be annual inspections of the generators including the exhaust and fuel storage. As regulations change year to year there may be upgrades required. Load Testing recommended annually
2	Annual TSSA inspections of Diesel fuel tanks and Generators as requested by MOECP	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000									Mandatory TSSA inspections
3	Chemical Pump Rebuild Kits	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000									MECP and Manufacturer recommended 1 rebuild per year
4	Angus Drinking water system Permit renewal		\$4,000					M								Permit Renewal (2022)
5	Angus Drinking water license renewal						\$1,500	M								License Renewal (2020)
6	Building Maintenance for Mill, McGeorge, Brownley, Thornton (heaters, soffits, doors, locks etc.)	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000									Maintain heaters, soffits, doors, locks, dehumidifiers etc..
7	Singer valve/Clay Valve rebuild			\$5,000							M		M			Last rebuilt in 2017
8	Scada to integrate all Angus well sites		\$60,000	\$60,000	\$60,000						M		M			Scada will allow greater control over system operation and pressure control. We could operate certain pump house at certain times of day to save on energy costs. (Deferred from 2020)
9	Well #1 Downwell Inspection and Flow Test and Cleaning		\$40,000													
10	High Lift Pump Rebuilds	\$40,000														
11	Chlorine analyzer Probes (2021) and Membrane Caps annually	\$3,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000									New Probes in 2021 and new membrane caps annually
12	DWQMS Audits	\$3,000	\$5,000	\$3,000	\$3,000	\$5,000	\$3,000									Annual audits and reaccreditation every 3 years
Total Estimate - Recommended Capital		\$66,000	\$130,000	\$89,000	\$84,000	\$26,000	\$25,500									
Angus Brownley DWS																
1	Diesel Generator repairs	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000									As requested by MECP there will be annual inspections of the generators including the exhaust and fuel storage. As regulations change year to year there may be upgrades required
2	Annual TSSA inspections of Diesel fuel tanks and Generators as requested by MOECP	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000									Mandatory TSSA inspections
3	Chemical Pump Rebuild Kits	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000									MECP and Manufacturer recommended 1 rebuild per year
4	Reservoir Cleaning (MECP Recommended every 7 - 10 years)	\$25,000											M			Cleaning of reservoir is required to remove silts and sediments from the bottom of the reservoir and to inspect the integrity of the structure
5	Chlorine analyzer Probes and Membrane Caps	\$1,000	\$6,000	\$1,000	\$1,000	\$1,000	\$1,000									Caps replaced annually and probes every 5 years (2 analyzers in operation)

Essa Township

(2020-Year Recommended Capital/Major Maintenance from 2021 to 2026)

The Ontario Clean Water Agency has identified the following capital projects/major maintenance for your review and approval.

Ref. No.	Scope of Work	Cost Estimate					Compliance	DWS/F Outcome	Health & Safety	Repair/Maintenance	Mileage/Replacement	Improvement	Spare Parts Inventory	Approved Client	Rationale for Project
		2021	2022	2023	2024	2025									
6	High Lift Pump Rebuilds and Flow Testing	\$50,000													Rebuild Pumps to improve life expectancy
7	Well #4 & #5 Downwell Inspection, Flow Test and Screen Cleaning	\$50,000													Downwell inspection and Well maintenance recommended every 5-7 years
Total Estimate - Recommended Capital		\$136,000	\$16,000	\$11,000	\$11,000	\$11,000									
Angus McGeorge DWS															
1	Diesel Generator repairs and Load Testing	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000								As requested by MECP there will be annual inspections of the generators including the exhaust and fuel storage. As regulations change year to year there may be upgrades required
2	Annual TSSA inspections of Diesel fuel tanks and Generators as requested by MOECP	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000								Mandatory TSSA inspections
3	Chemical Pump Rebuild Kits (MECP and Manufacturer recommended 1 rebuild per year)	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000								MECP and Manufacturer recommended 1 rebuild per year
4	Chlorine analyzer Probes and Membrane Caps	\$6,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000								Caps replaced annually and probes every 5 years)(2 analyzers in operation
5	Well Casing Sealing and Concrete repair in the Reservoir	\$20,000													Repair concrete around well casings in the reservoir
6	Well #1 & Well #2 Downwell Inspections, Flow Tests and Cleaning		\$40,000							M	M	M			Downwell inspection and Well maintenance recommended every 5-7 years
Total Estimate - Recommended Capital		\$36,000	\$51,000	\$11,000	\$11,000	\$11,000	\$11,000								
Baxter DWS															
1	Chemical Pump Rebuild Kits (MECP and Manufacturer recommended 1 rebuild per year)	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000								MECP and Manufacturer recommended 1 rebuild per year
2	Chlorine analyzer Probes and Membrane Caps	\$1,000	\$6,000	\$1,000	\$1,000	\$1,000	\$1,000								Caps replaced annually and probes every 5 years)(2 analyzers in operation
3	Diesel Generator Replacement and 3rd party repairs (Replace In 2022 if still required)	\$5,000	\$50,000	\$5,000	\$5,000	\$5,000	\$5,000								Third party service for repair and replace in 2021
4															
5															
Total Estimate - Recommended Capital		\$7,000	\$57,000	\$7,000	\$7,000	\$7,000	\$7,000								
Thornton DWS															
1	Chemical Pump Rebuild Kits	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000								MECP and Manufacturer recommended 1 rebuild per year
2	Water Storage Tower Inspections(3rd Party recommended.Gretario)						\$10,000		L						Internal and External Inspections. MECP recommended every 7 -10 years
3	External Water Storage inspection and resealing		\$8,000							M					Resealing to protect exterior bolts from corrosion and leaking
4	Chlorine analyzer Probes and Membrane Caps	\$3,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000								Caps replaced annually and probes every 5 years (2 analyzers in operation)
5	High Lift Pump rebuilds		\$15,000							M					Bearings and Seal replacement will increase life expectancy and improve pump efficiencies
6	Diesel Generator repairs	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000								With mandatory inspections in Angus there may be a need to follow suit in other facilities to have TSSA inspections and upgrades to fuel storages and exhaust systems
7	Well #1 and Well #2 Downwell inspection and Screen Cleaning	\$50,000													Downwell inspection and Well maintenance recommended every 5-7 years
8															Installation of Level Sensors
Total Estimate - Recommended Capital		\$61,000	\$32,000	\$9,000	\$9,000	\$19,000	\$9,000								

Essa Township

(2020-Year Recommended Capital/Major Maintenance from 2021 to 2026)

The Ontario Clean Water Agency has identified the following capital projects/major maintenance for your review and approval.

No.	Scope of Work	Capital Estimate						Complete	DWQMS by 2020	High Priority	Medium Priority	Low Priority	Approved by	Name of Project
		2021	2022	2023	2024	2025	2026							
Essa Water Distribution System														
1	Hydrant painting	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000							Improve appearance and protect the hydrants from weather(5-10 hydrants per year)
2	Swabbing(5 - 8 kms)	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000							Swabbing water mains to remove biofilm build up in the mains and improve water quality to residents and reduce resident complaints
3	Fire Hydrant Replacements	\$15,000	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000							There are many hydrants that could use some repairs and replacement parts are quite expensive(Service 5 - 10 per year)
4	Main Valve Repairs/Service Repairs/Hydrant Repairs	\$30,000	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000							Based on History. Many valves are below grade and need to be excavated and have extensions installed(10 - 15 Valves per year)
5	Leak Detection by Third Party	\$13,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000							Leak detection to locate water losses and lost revenue. Full system in 2020 and problem areas in future.
Total Estimate - Recommended Capital		\$93,000	\$123,000	\$123,000	\$123,000	\$123,000	\$123,000							
Unplanned Repairs														
1	Unplanned Essa Water Distribution Repairs	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000							Based on History
2	Unplanned Drinking Water System Repairs	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000							Based on History
3	Unplanned Angus WWTP Repairs	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000							Based on History
4	Unplanned Angus Wastewater Collection System Repairs	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000							Based on History
Total Estimate - Recommended Capital		\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000							
Name of Facility														
1														
2														
Total Estimate - Recommended Capital		\$0	\$0	\$0	\$0	\$0	\$0							

Total Capital Estimate	\$1,248,500	\$908,500	\$1,349,500	\$614,500	\$489,500	\$491,000
-------------------------------	--------------------	------------------	--------------------	------------------	------------------	------------------

2019 Recommended Capital Presented by: _____ Name
2018 Recommended Capital Approved by: _____ Name

* NOTE: a requirement of DWQMS v. 2.0 is to consider the outcomes of the risk assessment (RA) documented under Element 8 as part of the system's infrastructure review

Legend:
■ High priority recommended to be completed in upcoming year
■ Medium priority recommended to be completed in 1 to 3 years
■ Low priority recommended to be completed in years 4 to 5

FD

88

80

FINAL

2021

ESSAXY5645_0000 - Angus WWT

Billing Address: Township of Essa
5786 Simcoe County Rd. 21

Utopia
Ontario
L0M1T0

Insurable Value: \$30,807,961

Summary of Charges

1. Operations & Maintenance \$466,766.73
2. Debt Servicing Charges

Total Charges \$466,766.73

2021 Monthly Charges for 12 Periods \$38,897.23

Business Development Manager: Natalie Baker Phone: (705) 730-3480

Comments:

85

86

FINAL

2021

ESSAXY6065_0001 - Essa Mill WT O&M

Billing Address: Township of Essa
5786 Simcoe County Rd. 21

Utopia
Ontario
L0M1T0

Insurable Value: \$6,043,455

Summary of Charges

1. Operations & Maintenance \$563,963.26

2. Debt Servicing Charges

Total Charges \$563,963.26

2021 Monthly Charges for 12 Periods \$46,996.94

Business Development Manager: Natalie Baker Phone: (705) 730-3480

Comments:

86



9a

TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: C008-21
DATE: April 7, 2021
TO: Committee of the Whole
FROM: Krista Pascoe, Deputy Clerk
SUBJECT: Township Marketing Materials

RECOMMENDATION

That Staff Report C008-21 be received; and
That Council direct staff to purchase the minimum quantity of reusable bags from _____ (company name), in the amount of \$ _____.

BACKGROUND

At its meeting of January 20, 2021, Council directed Staff to conduct research into promotional materials available to replace the current Township pins.

COMMENTS AND CONSIDERATIONS

The Clerks Department has contacted local companies requesting quotes for various promotional items such as sticky notes, pens, magnets, masks, etc. that could be used to replace the current Township pins. Additionally, prices were provided from a company that specifically sells frequently requested promotional materials at affordable prices (this company is not local however runs out of Windsor Ontario and provides competitive pricing options).

Informal quotes were obtained from each company and have been attached to this report, with a complete breakdown of promotional items for Council to consider, in addition to their subsequent costs. Please note that AMP Printing and Soldier Gear were only asked to provide quotes for the masks and re-usable bags, however should Council wish for pricing on other items, quotes can be obtained.

The following is a summary of popular promotional items with the breakdown of costs per item, per company:



COMPANY: ITEM:	QUALITY PRINT	ARMORED DECAL	TM BRANDING	SOLDIER GEAR	AMP PRINTING	4 IMPRINT
PENS	\$2.24 ea (minimum of 300 per order) No Set-up Fee	1.15 ea (minimum of 300 per order) PLUS \$65 Set-up fee	0.75 ea (minimum of 300 per order) No set up fee	Did not seek quote	Did not seek quote	0.45 ea for order of 500 0.29 for order of 10,000 PLUS \$35 Set-up fee
NOTE PADS (BASED ON 25 SHEETS PER PAD)	Size 8.5x5.5 – Not sticky \$3.31 ea for order of 100 \$1.00 ea for order of 1,000 No Set-up fee	Size 3x4 - Sticky \$1.20 ea for order of 250 (shown in Item 2 in attachments) No Set-up fee	Size 5x7 – Sticky \$1.64 ea for order of 250 \$1.00 ea for order of 1,000 No Set-up fee	Did not seek quote	Did not seek quote	Size 3x3 – Sticky \$0.87 for order of 250 \$0.47 for order of 5,000 No Set-up fee
MAGNETS	Size 2x3.5 \$0.71 ea for order of 100 \$0.19 ea for order of 1,000 No- Set-up fee	Size 3x4 \$0.90 ea for order of 500 PLUS \$15.00 Set-up fee	Size 3x3 \$0.44 for order of 500 \$0.29 for order of 10,000 No Set-up fee	Did not seek quote	Did not seek quote	n/a
REUSABLE BAGS	\$4.24 ea for order of 150 \$3.42 ea for order of 1,000 No Set-up fee <i>*Logo printed in full colour</i>	\$3.00 ea for order of 100 \$2.15 ea for order of 250 PLUS \$65 Set-up fee <i>*Note Logo can only be printed in one colour</i>	\$3.44 ea for order of 150 \$2.25 ea for order of 2,500 <i>*Logo printed in full colour</i> PLUS \$131 Set-up fee	\$5.00 ea for order of 200 \$3.75 ea for order of 2,500 <i>*Logo printed in full colour</i> No Set-up fee	\$3.60 ea for order of 1,000 (minimum order) \$2.70 ea for order of 2,500 <i>*Logo printed in full colour</i> No Set-up fee	\$1.75 ea for order of 200 \$1.25 ea for order of 2,500 <i>*Note Logo can only be printed in one colour</i> PLUS \$65 Set-up fee
MASKS	\$5.32 ea for order of 100 \$3.50 ea for order 1,000 No Set-up fee <i>*Logo printed in full colour</i>	n/a	\$6.35 ea for order of 100 \$4.34 ea for order of 1,000 <i>*Logo printed in full colour</i> PLUS \$131 Set-up fee	\$3.00 ea for order of 100 \$2.00 ea for order of 1,000 <i>*Logo printed in full colour</i> No Set-up fee	\$5.75 ea for order of 100 – logo in one colour \$4.50 ea for order of 1,000 – logo in one colour \$7.50 ea for order of 100 – logo in full colour \$6.25 ea for order of 1,000 – logo in full colour No Set-up fee	\$6.99 ea for order of 50 \$5.99 ea for order of 1,000 <i>*Note Logo can only be printed in one colour</i> PLUS \$65 Set-up

9a

As Council has supported various resolutions in recent years that promote green initiatives (ie: encourage businesses to stop use of plastic bags, banning use of single use plastic straws, reducing litter and waste in communities), the author of this Report would recommend that Council consider replacing the Township pins with reusable bags. This would keep in-line with Council's promotion of green initiatives.

In accordance with the Township's Procurement Policy A17-01, purchase amounts under \$5,000.00 can be done through direct purchase by a non-competitive procurement method. In addition, section 2.6 of the policy states that *"Discriminatory Business Practices Act prevents discrimination on the grounds of geographical location and as a result granting preference to local vendors for the supply of goods and or services to the Township is prohibited"*.

As Council can see, the prices from 4imprint are lower in comparison to the other quotes provided for most items, however please note that the logo can only be printed in one colour for the masks and reusable bags.

FINANCIAL IMPACT

The breakdown in cost and frequency of ordering for Township pins is as follows:

Date of Order	Quantity	Cost
2014	500 (minimum order)	\$605.00
2019	500 (minimum order)	\$650.00
<i>Clerk's Office currently has 400 Township pins on hand, of which were ordered in 2019.</i>		

In the 2021 Budget, Council approved \$7,000.00 for the purchase of "Pins, Plaques and Township Recognition". Examples of expenditures coded to this G/L include Township recognition (ie: retirement, bereavement, etc.), lunches/gifts, firefighter breakfasts, staff barbecue, plaques for recognition of milestones, and Township promotional materials (ie: pins).

Expenditures allocated to this G/L in previous years are as follows:

2020 - \$ 1,876.78

2019 - \$ 6,110.94

2018 - \$4,313.18

Should Council wish to proceed in replacing the Township pins with reusable bags, the lowest quote received was from 4Imprint. The cost would be:

200 bags (minimum order) @ \$1.75 = \$350.00 plus HST (Plus a one-time set-up fee of \$65.00)

2,500 bags @ \$1.25 = \$3,125.00 plus HST (Plus a one-time set-up fee of \$65.00)

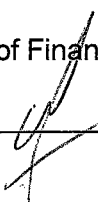
Should Council wish to proceed in replacing the Township pins with reusable bags, the second lowest quote was received from Armored Decal. The cost would be:

100 bags (minimum order) @ \$3.00 = \$300.00 plus HST (Plus a one-time set-up fee of \$65.00)

250 bags @ \$2.15 = \$537.50 plus HST (Plus a one-time set-up fee of \$65.00)

Please Note: If Council would like to proceed with replacing Township pins with another marketing item, they would be required to direct staff on the item, quantity and name of company. We currently have approx. 400 pins on hand.

Manager of Finance or Deputy Treasurer Approval:



89

9a

SUMMARY/OPTIONS


Council may:

1. Take no further action, thereby receiving the Report only.
2. Approve the minimum purchase of pens from _____ in the amount of \$ _____ plus H.S.T.
3. Approve the minimum purchase of note pads from _____ in the amount of \$ _____ plus H.S.T.
4. Approve the minimum purchase of magnets from _____ in the amount of \$ _____ plus H.S.T.
5. **Approve the minimum purchase of reusable bags from _____ in the amount of \$ _____ plus H.S.T.**
6. Approve the minimum purchase of masks from _____ in the amount of \$ _____ plus H.S.T.
7. Another course of action as directed by Council.

CONCLUSION


It is recommended that Council approve Option No. 5.

Respectfully submitted:




 Krista Pascoe
 Deputy Clerk

Reviewed by:



 Lisa Lehr
 Clerk

Reviewed by:



 Colleen Healey-Dowdall
 Chief Administrative Officer

90



9b

TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: C009-21
DATE: April 7, 2021
TO: Committee of the Whole
FROM: Lisa Lehr, Manager of Legislative Services
SUBJECT: Update to Council – Letters of Non-Financial Support for Universal Broadband Infrastructure Funding Program

RECOMMENDATION

That Staff Report C009-21 be received for information.

BACKGROUND

In coordination with existing federal connectivity programs, and in an effort to bridge the broadband gap to rural households, the provincial government opened its intake period early in 2021 for applicants seeking financial support from its Universal Broadband Fund. The purpose of the funding was to support broadband infrastructure projects that would bring high-speed internet to rural and remote households in areas that lack service. As a result, the municipality was contacted by a few businesses/organizations that were seeking non-financial support from the municipality for their proposed projects. The intake period for applications closed on March 15, 2021.

Due to the anticipated influx of applicants that would be contacting the municipality for non-financial letters of support, at its meeting of January 20, 2021 Council authorized Staff to draft letters for applicants that were submitting proposals through the Universal Broadband Infrastructure Funding Program for proposed broadband infrastructure projects affecting rural residents within the boundaries of Essa Township. At the same meeting, Council requested that Staff provide Council with a follow-up report of the letters that were provided.

COMMENTS AND CONSIDERATIONS

Letters were provided by the Clerk's Department, of which indicated non-financial support by the municipality, for proposed projects from the following applicants:

Town of Innisfil – Council approved via Staff Report C001-21 (if approved for funding, the proposed project may affect under 100 rural households in the south-west boundary of Essa; Cookstown/County Road 27 and possibly 11th Line)

Xplornet – Council approved via Staff Report C004-21 (if approved for funding, the proposed project may affect approximately 100 rural households residing within the area of County Road 90, 5th Line / Denney Drive, 25th Sideroad and small area)

Rogers Communications Canada Inc. – if approved, Rogers is proposing to focus on under-serviced Sideroads/Lines in Essa that may affect approximately 2,100 rural households (confidential proposal from Rogers provided for Council's information only).

91



FINANCIAL IMPACT

None as the letters indicated non-financial support of the proposed projects.

- Manager of Finance concurrence:

SUMMARY/OPTIONS

Council may:

1. Take no further action.
2. Receive the Report for information.

CONCLUSION

This Report was provided for Council's information only, as a follow-up to their request of January 20, 2021.

Respectfully submitted:

Reviewed by:

Lisa Lehr
Clerk

Colleen Healey-Dowdall
Chief Administrative Officer

Attachments

- 1 – Confidential - Proposed Project Details from Rogers Communications Canada Inc.



ac

TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: C010-21
DATE: April 7, 2021
TO: Committee of the Whole
FROM: Lisa Lehr, Manager of Legislative Services
SUBJECT: 2022 Municipal Election

RECOMMENDATION

That Staff Report C010-21 be received; and
That Council direct staff to investigate costs associated with each alternative voting method and vote-counting equipment, and report back to Council at a future meeting.

BACKGROUND

Elections for municipal government are held every four years on the fourth Monday of October. In accordance with the *Municipal Elections Act*, the next municipal and school board election is scheduled to occur on October 24, 2022.

The Township of Essa has historically used the traditional paper ballots with manual count and has not ever used any form of alternative voting methods or vote-counting equipment.

Since the previous municipal election in 2018, Bill 218 "*Supporting Ontario's Recovery and Municipal Elections Act, 2020*" introduced changes to the *Municipal Elections Act* (MEA), which are summarized as follows:

- The option to hold ranked ballot elections in Ontario was revoked in its entirety
- Nomination Day in a regular election has been moved from the fourth Friday in July to the third Friday in August (August 19, 2022 for the 2022 election)
- Section 42 of the MEA has been amended to allow By-laws authorizing the use of vote-counting equipment and alternative voting methods to be passed on or before May 1st in the year of the election (previously it was May 1st in the year preceding the election); and
- The date for establishing procedures and forms for the use of any voting and vote-counting equipment or alternative voting method has been moved to June 1st in the year of the election (previously it was in the year preceding the election).

COMMENTS AND CONSIDERATIONS

The purpose of this report is to seek Council's guidance in respect of planning and preparation for the upcoming municipal and school board election in 2022, particularly as municipalities have undergone unexpected challenges posed by the COVID-19 pandemic. As planning for municipal elections begins prior to the year in which the election is held so that programs and practices can be safely implemented by voting day, and given that COVID-19 remains an ongoing concern and health experts believe that there may be additional waves of the virus for months or years to come, it is imperative that all aspects of the 2022 election planning shift to accommodate the reality of this global pandemic. The continued impact on public health and civic participation must now move to acknowledge and accommodate the existence of COVID-19. As COVID-19 has introduced new risks that may impact proceeding with the traditional

voting method, Council may want to consider taking this time to explore alternative methods of voting in an effort to mitigate risks associated with the new reality of COVID-19.

The pandemic introduces new challenges and complexities into nearly all election processes. Since many of the pandemic's long-term effects are difficult to forecast (ie: will the Province's COVID Framework still be in place? How will electors be permitted to vote if indoor capacity limits are restricted or reduced?), significant contingency planning will be required to cover a range of possible pandemic scenarios that may exist through to October 2022.

Anticipated Challenges to Traditional Ballot / Manual Count of Votes (In-Person Voting)

The traditional in-person election method utilizing paper ballots with manual count presents obvious public health risks in the midst of a pandemic. As it involves crowding voters, election workers and scrutineers into each voting location, the pandemic will require the municipality to adopt measures that reduce the risks of contagion. The Clerk's Department will have to rethink the concept of voting in the advent of a pandemic so that electors feel safe when casting their ballot. In respect to in-person voting, the following will have to be considered (at a minimum):

- Voting places will have to be re-imagined looking through a social distancing lens
- Current voting procedures will have to be reviewed, taking into consideration reduced touchpoints
- Evaluation and investigation will be required in order to determine what personal protective equipment (PPE) or other tools may be needed to protect electors, election workers, scrutineers and/or candidates.
- Accommodations will be required to be made inside and outside of the voting locations to allow for the required social distancing and mask-wearing
- Frequent sanitization practices will be required to be performed after each elector has visited the revision clerk / poll clerk / voting booth, which will take time and effort from election workers, thus creating for delayed turnaround for electors casting their vote.
- Extra staff will be required to monitor the number of electors inside each voting location (dependent on capacity limits at the time of the election)
- For the most part, a good majority of election workers are from the vulnerable sector (seniors) who are at high risk of catching COVID – will the Returning Officer be able to recruit enough election workers?
 - Additional back-up / stand-by workers will be required to be recruited so that they are on-call for Election Day work.
 - What happens if election workers and/or stand-by workers are ill or are mandated to isolate and have to cancel their commitment to working the election at the last minute?
- The Clerk's Department may have to investigate additional voting locations so as to decrease the number of electors / election workers / scrutineers / candidates in each voting location.
 - There may be the need to have additional voting days which will result in additional election costs

Potential Administrative Changes, re: Election Planning

When planning for the 2022 election, a series of administrative changes will have to be implemented that aim at maintaining the safety and integrity of the electoral process for all involved (electors, candidates, scrutineers, workers, public, etc.). These changes include, but are not limited to, the following:

- Implementation of physical distancing and other public health guidelines at polling stations and voting locations

9c

- Implementation of new staffing model and procedures to reduce the number of election workers at polling stations and the number of shared touch points with voters
- Procuring personal protective equipment such as masks and single-use pencils to provide to electors (we cannot refuse to allow electors to cast their vote if they forgot a mask/pencil; also, if an elector claims that they are medically exempt from mask-wearing, we cannot refuse them entrance to the voting location) and election workers (goggles / face shields, gloves, hand sanitizer, etc.).
- The model of operations at the polls will have to facilitate physical distancing
- Expanding virtual training for electoral workers in order to limit the number of in-person interactions

What Alternative Voting Methods are Available?

Method of Alternative Voting	Pros (to name a few)	Cons (to name a few)
Vote by mail	<ul style="list-style-type: none"> • Offers the elector the option to cast their vote without attending the physical voting location • Accessible for all that don't have transportation to voting locations on Election Day • Offers convenience for voters who know that they will be unable to attend a voting location well in advance of Election Day; thereby potentially increasing voter participation • Reduces costs associated with recruiting/training election workers • Eases the need to find additional voting sites • Recount is possible as there is a paper ballot • No need for advanced voting dates • No need for proxies • As ballots come in, names can be struck from voters list (via electronical voters list) <p>(*If used with vote-counting equipment, quicker turnaround time for results than current manual count)</p>	<ul style="list-style-type: none"> • Mail processing timelines impact how long it takes a voter to receive and return a ballot • Ballots may be lost/damaged in the mail • Heavy reliance on electors following instruction (ie: Voter needs to ensure that ballot is returned on time and that they have signed their declaration card) • Additional costs to support mail-out and return of ballots • Heavy reliance on voter registration PRIOR to Election • Increased manual administrative processes to send/receive • Potential impact if a postal strike occurs during mail-in voting • Due to the massive quantity of ballots to be received and secrecy envelopes to be opened (of which contain elector ballots), and with reduced staff needed using this method, vote-counting equipment should be used with this method • An alternative method may be required to be made available to those with vision impairments and/or a process will be required to be put in place to assist those with vision impairments that are requesting an alternate format.
Vote by phone	<ul style="list-style-type: none"> • Offers the elector the option to cast their vote without attending the physical voting location • Flexible voting times with an automated system 	<ul style="list-style-type: none"> • Time-consuming to voter on phone (ie: frustrating when stuck in a long phone automation script that reads out all of the candidates for each

95

ac

	<ul style="list-style-type: none"> • Decreased chance of ballot being marked in error or spoiled unintentionally (the system flags ballot marking errors thereby allowing voter to correct before casting their ballot) • Fast and accurate tabulation of votes • Digital audit trail for audit, investigation or recount • Cost effective based on flat rate per voter that uses the system • No need for advanced voting dates • No need for proxies 	<p>race, and then verifying the voter's selections)</p> <ul style="list-style-type: none"> • Operates on the same platform as internet voting system, so any security considerations with that system would apply to this method as well • Potential for technical difficulties that could pause or delay in voting • No manual recount possible because there is no manual ballot • Some areas in Essa Township have poor cellphone reception, which may interfere with connection while elector is casting their vote utilizing this method • Secrecy of vote cannot be guaranteed (ie: if somebody else is with elector at time of voting using this method)
<p>Internet voting</p>	<ul style="list-style-type: none"> • Offers the elector the option to cast their vote without attending the physical voting location • Offers increased voters with disabilities to completely mark a ballot in private without the assistance of a designated friend or election official • Flexible voting time (24/7) • Supports accessible voting with options to adjust colour contrast, screen size, font size and ability to use a screen reader on a personal device • Decreased change of ballot being marked or spoiled unintentionally as the system flags ballot marking errors and allows the voter to correct before casting the ballot • Efficient automated administration of voter identity verification, ballot receipt and striking voter off the voters' list and counting • Fast and accurate results tabulation • Cost effective based on flat rate per voter that uses the system • Digital audit trail for audit, investigation or recount • No need for advanced voting dates • No need for proxies 	<ul style="list-style-type: none"> • High reliance on internet which is not available in some rural areas of the municipality • Potential for technical difficulties that could pause or delay in voting • Two-step registration process to enhance security with personal information verification and a PIN sent by encrypted email (may be confusing to some electors) • Security of voting online and potential for fraudulent activity has been raised, based on use of personal devices or potential to interfere with the internet voting system • No manual recount is possible because there is no paper ballot • Secrecy of vote cannot be guaranteed (ie: if somebody else is with elector at time of voting using this method).

Attachment No. 1 contains a review of each alternative voting method for Council's information.

96

ac

To Note: Should Council wish, a hybrid model for voting can also be implemented (ie: Vote by Mail and In-person; Internet Voting and In-person; Internet Voting and Telephone Voting, etc.).

FINANCIAL IMPACT

As this report is seeking direction from Council as to how they would like staff to proceed, there is no financial impact at this time.

Manager of Finance concurrence:



SUMMARY/OPTIONS

Council may:

1. Take no further action, thereby instructing staff to remain with the traditional ballot, manual count in-person method.
2. Direct staff to investigate costs associated with each alternative voting method and vote-counting equipment, and report back to Council at a future meeting.
3. Direct staff to investigate costs associated with the Vote by Mail method utilizing tabulators and report back to Council at a future meeting.
4. Direct staff to investigate costs associated with the Vote by Phone method and report back to Council at a future meeting.
5. Direct staff to investigate costs associated with the Internet Voting method and report back to Council at a future meeting.
6. Direct staff to investigate costs associated with the use of vote-counting equipment to assist with counting the traditional ballot method.
7. Direct staff as Council deems appropriate.

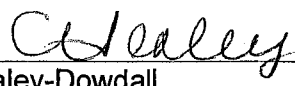
CONCLUSION

It is recommended that Council approve Option No. 2.

Respectfully submitted:

Lisa Lehr
Manager of Legislative Services

Reviewed by:



Colleen Healey-Dowdall
Chief Administrative Officer

Attachments:

- 1 – Review of Alternative Voting Methods

REVIEW OF ALTERNATIVE VOTING METHODS

1. Vote by Mail

- a. To vote by mail, a voter would need to complete a form requesting a mail-in ballot and submit it online, in person at the Administration Centre, or by mail to the Clerk's Office. This form would have to be received by the Clerk's Office by a set cut-off date in order to ensure that the vote-by-mail kit could be sent out and received by the elector, and completed kit sent back in time prior to Election Day.
- b. The Clerk's Office would process requests to vote by mail and track who requests a vote-by-mail kit on the voter's list for security purposes.
- c. Once a request for a vote-by-mail was processed, election officials would prepare and mail the vote-by-mail kit with the ballot, secrecy folder, voter declaration card and a return envelope with postage pre-paid up to the cut-off date.
- d. Once received, a voter would mark their ballot and seal it inside the secrecy envelope provided in the vote-by-mail kit. They would also sign their voter declaration card and mail it along with the sealed secrecy envelope back to the election office using the provided return envelope. The voter declaration card acts as an affidavit or solemn oath and must be signed in order for the ballot to be counted.
- e. When election officials receive the returned envelope, they will open the vote-by-mail package and separate the voter declaration card from the ballot, which is kept secret and sealed in the secrecy envelope. Election officials review and scan the voter declaration card and automatically strike that voter off the voters list at the time the mailed ballot is received. They will take the secrecy envelope containing the ballot and place it in a ballot box for safe keeping until Election Day.
- f. If the voter declaration card is not signed, the ballot cannot be accepted or counted. These vote by mail packages will be separated out and securely stored should candidates or scrutineers wish to review this decision at the time of vote counting.
- g. On Election Day, tabulators (if Council approves for use) will be deployed at the election office (Administration Centre). At the start of the scanning process, a report will be run to demonstrate to all officials and scrutineers that the results database is empty, and all candidate totals are zero. Secrecy envelopes containing ballots, which are anonymous and separated from anything identifying the voter, would then be opened. Ballots would be flattened and stacked in batches by election staff, and the batches would then be placed in the feeding trays of the tabulators.
- h. At the close of voting locations on Election Day, the vote by mail results would be counted and announced at the same time as unofficial results on election night.

REVIEW OF ALTERNATIVE VOTING METHODS

2. Vote by Phone

- a. To vote by phone, a voter will use a touchtone phone to call the toll-free number provided on their voter notification card. They are prompted to input the voter identification (ID) listed on their voter notification card and are asked to answer a security question to verify their identity. This question is usually the voters' birthdate which can be verified with the voters' list. Once the voter credentials are validated, the voter is presented with an audio version of their respective ballot.
- b. The telephone voting system uses pre-recorded interactive voice commands to guide the voter through the voting process. Voters are prompted to make their ballot selections from the list of candidates for each ballot race. Voting will take more or less time depending on how many candidates there are in each race.
- c. In the case of a single-member race, ie Mayor, the voting system will read back the candidate selection and prompts the voter to confirm that the selection is correct. Once the voter confirms their selection, the system moves on to the next available ballot race.

In a multi-member race, ie: Councillor of respective wards, the voter is prompted to make their next selection from a list of available candidates (the assigned voter identification number is tied to the voters' list and determines the ward that the elector is tied to). They will be asked to confirm their selection, and the automated system will move on to the next available ballot race (ie: School Board) until all votes have been cast by the eligible elector for all ballot races.

- d. Upon completed of all ballot races, the voter is provided the opportunity to hear the full ballot prior to providing a final confirmation and casting their ballot. They can return to the ballot and update their choices before final confirmation if anything is not correct.
- e. Once final confirmation is provided by the elector, the ballot is received electronically through the same system as internet voting. It is sent through an encrypted channel to secure servers. Ballot information is encrypted to protect the information on the ballot and hash-coded to ensure the ballot is not altered by malicious intent before reaching the election servers.
- f. Once at the application servers, the integrity of the information is then verified one last time against business rules. If there are any issues, the voter is prompted to review and make any further changes. If there are no errors, then the ballot is received and stored on secure servers. It is stored with an electronic audit trail that can be used to audit, investigate or conduct a recount if needed.
- g. Once the ballot is cast, the voter is then struck off the voters' list and cannot receive another ballot over the phone or at an in-person voting location.

ac

REVIEW OF ALTERNATIVE VOTING METHODS

3. Internet Voting

- a. To vote online, a voter enters the website address provided on their voter notification card into a web browser on a computer, mobile phone or tablet to go to the secure internet voting website.
- b. They will first register to vote online, which requires that they enter a unique voter ID provided on their voter notification card and verify other personal information to confirm their identity. This usually asks for the voters' birthdate. This automatically checks that they are eligible to vote if all information matches the voters' list. Once the registration step is complete, the voter will receive an encrypted email with a unique PIN for that voter. This two-step process increases security by ensuring that single voter credential cannot be used alone to access, mark and cast a ballot.
- c. The voter can now log in using their voter ID and PIN. They will be asked to accept a voter declaration statement indicating that they are aware of offences and penalties under the Municipal Elections Act and that they are not committing fraudulent or corrupt acts by voting.
- d. The voter then receives their ballot. Instructions are provided on how to mark and navigate from one race to the next. Once the voter has completed all races on the ballot, they are presented with a confirmation screen which provides an overview of how each race is marked and shows any warning messages if the voter has left any races blank, under-voted or over-voted. This is an opportunity to update the selections. Once everything is marked as intended, the voter clicks the "cast ballot" button.
- e. If the voter is disconnected before selecting "cast ballot", their voter credentials are still valid. They simply have to re-log in to the internet voting system and would begin marking a blank ballot again. The ballot is only cast when the voter provides final confirmation to cast it at the very end.
- f. When the voter casts their ballot online, the ballot is sent through an encrypted channel to secure servers. Ballot information is encrypted to protect the information of the ballot and hash coded to ensure the ballot is not altered by malicious intent before reaching the election servers.
- g. Once at the application servers, the integrity of the information is then verified one last time against business rules. If there are any issues, the voter is prompted to review and make any further changes. If there are no errors, then the ballot is received and stored on secure servers. It is stored with an electronic audit trail that can be used to audit, investigate or conduct a recount if needed.
- h. Once the ballot is cast, the voter is struck off the voters' list and cannot receive another ballot online or at an in-person voting location.