

**THE CORPORATION OF THE TOWNSHIP OF ESSA  
VIRTUAL REGULAR COUNCIL MEETING**

**WEDNESDAY, NOVEMBER 3, 2021  
(To follow Committee of the Whole)**

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. ADOPTION OF PREVIOUS MINUTES AND MOTIONS**

p. 1 Recommendation: *Be it resolved that the motions duly passed and approved at the Committee of the Whole meeting of this date be approved; and That the minutes of the Committee of the Whole and Regular Council meetings held on the 20<sup>th</sup> day of October, 2021 be adopted as circulated.*

- 4. CONSENT AGENDA**

Recommendation: *Be it resolved that the items listed in the Consent Agenda dated November 3, 2021 be received for information, and that the necessary actions be taken.*

- 5. COMMITTEE REPORTS**

- p. 9 **a. Essa Public Library Board**

Recommendation: *Be it resolved that the minutes of the Essa Public Library Board for their meeting held on September 27, 2021 be received.*

- p. 12 **b. Healthy Community Committee**

Recommendation: *Be it resolved that the minutes of the Healthy Community Committee for their meeting held on October 21, 2021 be received.*

- 6. PETITIONS**

- 7. MOTIONS AND NOTICES OF MOTIONS**

- p. 13 **a. International Day for the Elimination of Violence Against Women – November 25<sup>th</sup>.**

Recommendation: *WHEREAS violence continues to be the greatest gender inequality rights issue for women, girls and gender-diverse individuals; and WHEREAS November is Woman Abuse Prevention Month; and WHEREAS Gender-based violence is a human right issue which our community must work together to prevent and address through public awareness and education; and*

*WHEREAS 1 in 3 women will experience gender-based violence in their lifetime, and these numbers increase exponentially for Black, Indigenous and Women of Colour; and  
WHEREAS the COVID-19 Pandemic has increased barriers to support, and services for, survivors of gender-based violence and their children; and  
WHEREAS last year in Ontario, every 13 days a woman or child was killed by a man known to them, with the majority being their current or former intimate partner; and  
WHEREAS this month and throughout the 16 Days of Activism Against Gender-Based Violence, we acknowledge our community's support of the "Wrapped in Courage" campaign and commitment to ending gender-based violence; and  
WHEREAS on the International Day for the Elimination of Violence Against Women, on November 25th, a "Wrapped in Courage" 2021 campaign flag will be raised in recognition that the courage of a woman alone is not enough; it takes an entire community to end gender-based violence;  
NOW THEREFORE BE IT RESOLVED THAT Council of the Corporation of the Township of Essa hereby proclaims that November 25<sup>th</sup>, 2021 shall be known as "International Day for the Elimination of Violence Against Women", and urge all citizens to recognize this day by taking action to support survivors of gender-based violence and becoming part of Ontario-wide efforts to end gender-based violence.*

**b. Council Donation – Santa Claus Parade and Tree Lighting Committee**

Recommendation: *Be it resolved that Council approve a donation to the Santa Claus Parade and Tree Lighting Committee in the amount of \$1,000.00 to be used towards the purchase of a Community Christmas Legacy Tree in Angus, the tree of which will be used annually for the Christmas Tree Lighting Ceremony in Angus; and That the funds be withdrawn from the 2021 Community Donations G/L 02-16-400-514-6300.*

**8. UNFINISHED BUSINESS**

**9. BY-LAWS**

p. 16 **a. By-law 2021-47**

Recommendation: *Be it resolved that leave be granted to introduce By-law 2021-47, that being a By-law to authorize the execution of the Ontario Transfer Payment Agreement between Her Majesty the Queen in right of Ontario as represented by the Minister of Municipal Affairs and Housing and the Township of Essa; and that said By-law be read a first, and taken as read a second and third time and finally passed.*

**10. QUESTIONS**

**11. CLOSED SESSION**

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

- *Acquisition or Disposition of Land [Municipal Act, s.239(2)(c)]*
- *Litigation or Potential Litigation [Municipal Act, s.239(2)(e)]*
- ***Plans and Instructions for Negotiations [Municipal Act, s.239(2)(k)]***
- ***Personal Matters About an Identifiable Individual [Municipal Act, s.239(2)(b)]***

ADDED

**Note: Livestream does not run during Closed Session Deliberations.**

**Motion to Rise and Report from Closed Session Meeting of November 3, 2021.**

Recommendation: *Be it resolved that Council rise and report from the Closed Session Meeting at \_\_\_\_\_ p.m.*

**12. CONFIRMATION BY-LAW**

p. 42 **By-law 2021-48**

Recommendation: *Be it resolved that leave be granted to introduce By-law 2021-48, that being a By-law to confirm the proceedings of the Council and Committee of the Whole meetings held on this 3<sup>rd</sup> day of November, 2021; and that said By-law be read a first, and taken as read a second and third time and finally passed.*

**13. ADJOURNMENT**

Recommendation: *Be it resolved that this meeting of Committee of the Whole of the Township of Essa adjourn at \_\_\_\_\_ p.m. to meet again on the 17<sup>th</sup> day of November, 2021 at 6:00 p.m.*

**THE CORPORATION OF THE TOWNSHIP OF ESSA  
VIRTUAL COMMITTEE OF THE WHOLE MEETING  
WEDNESDAY, OCTOBER 20, 2021**

**MINUTES**

A Committee of the Whole meeting was held virtually on Wednesday, October 20, 2021 and was livestreamed to the public on the Township of Essa's YouTube Channel.

In attendance: Mayor Sandie Macdonald  
Deputy Mayor, Michael Smith  
Councillor Pieter Kiezebrink  
Councillor Henry Sander  
Councillor Ron Henderson

Staff in attendance: C. Healey-Dowdall, Chief Administrative Officer  
C. Traynor, Manager of Finance  
R. Rosilius, Deputy Treasurer  
M. Mikael, Manager of Public Works  
J. Coleman, Manager of Parks and Recreation  
K. Pascoe, Deputy Clerk  
L. Lehr, Manager of Legislative Services

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

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

**2. DISCLOSURE OF PECUNIARY INTEREST**

None.

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

**a. Council Presentation - Elizabeth Davis**

re: Certified Planning Technician, Canadian Association of Certified Planning Technicians (CACPT).

Council congratulated the Township Planning Technician, Elizabeth Davis, on obtaining her recent designation as a Certified Planning Technician.

**b. Council Presentation – Aaron McNeil**

Council extended congratulations and commended Aaron McNeil on using quick thinking and life saving skills that saved a father and son recently involving a water incident.

**STAFF REPORTS**

**4. PLANNING AND DEVELOPMENT**

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

**6. FIRE AND EMERGENCY SERVICES**

**7. PUBLIC WORKS**

**8. FINANCE**

- a. **Staff Report TR014-21 submitted by the Deputy Treasurer, re: Budget to Actuals Update as of September 30, 2021.**

**Resolution No: CW129-2021 Moved by: Kiezebrink Seconded by: Smith**

*Be it resolved that Staff Report TR014-21 be received for information.*

**---Carried---**

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

- a. **Staff Report C027-21 submitted by the Manager of Legislative Services, re: Changes to Closed Meeting Investigator Fees.**

**Resolution No: CW130-2021 Moved by: Sander Seconded by: Smith**

*Be it resolved that Staff Report C027-21 be received for information.*

**---Carried---**

- b. **Staff Report C028-21 submitted by the Manager of Legislative Services, re: Alternative Voting Methods and Vote Counting Equipment – 2022 Municipal and School Board Election.**

**MOTION AS AMENDED:**

**Resolution No: CW131-2021 Moved by: Sander Seconded by: Smith**

*Be it resolved that Staff Report C028-21 be received, thereby authorizing traditional paper ballot with manual count as the voting method to be used in the upcoming 2022 Municipal and School Board Elections.*

**---Carried---**

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

**11. OTHER BUSINESS**

**12. ADJOURNMENT**

**Resolution No: CW132-2021 Moved by: Kiezebrink Seconded by: Sander**

*Be it resolved that this meeting of Committee of the Whole of the Township of Essa adjourn at 6:13 p.m., to meet again on the 3<sup>rd</sup> day of November, 2021 at 6:00 p.m.*

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

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Sandie Macdonald, Mayor

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Lisa Lehr, Manager of Legislative  
Services

THE CORPORATION OF THE TOWNSHIP OF ESSA  
VIRTUAL REGULAR COUNCIL MEETING  
WEDNESDAY, OCTOBER 20, 2021

MINUTES

A Regular Meeting of Council was held virtually on Wednesday, October 20, 2021 following Committee of the Whole and was livestreamed to the public on the Township of Essa's YouTube Channel.

In attendance: Mayor Sandie Macdonald  
Deputy Mayor, Michael Smith  
Councillor Pieter Kiezebrink  
Councillor Henry Sander  
Councillor Ron Henderson

Staff in attendance: C. Healey-Dowdall, Chief Administrative Officer  
C. Traynor, Manager of Finance  
R. Rosilius, Deputy Treasurer  
M. Mikael, Manager of Public Works  
J. Coleman, Manager of Parks and Recreation  
K. Pascoe, Deputy Clerk  
L. Lehr, Manager of Legislative Services

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

Mayor Macdonald opened the meeting at 6:13 p.m.

**2. DISCLOSURE OF PECUNIARY INTEREST**

None.

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

**Resolution No: CR196-2021 Moved by: Henderson Seconded by: Smith**

*Be it resolved that the motions duly passed and approved at the Committee of the Whole meeting of this date be approved; and  
That the minutes of the Committee of the Whole and Regular Council meetings held on the 6<sup>th</sup> day of October, 2021 be adopted as circulated.*

----Carried----

**4. CONSENT AGENDA**

**Resolution No: CR197-2021 Moved by: Smith Seconded by: Henderson**

*Be it resolved that the items listed in the Consent Agenda dated October 6, 2021 be received for information, and that the necessary actions be taken.*

----Carried----

**5. COMMITTEE REPORTS**

**a. Traffic Advisory Committee**

**Resolution No: CR198-2021 Moved by: Kiezebrink Seconded by: Sander**

*Be it resolved that the minutes from the Traffic Advisory Committee for their meeting held on September 21, 2021 be received.*

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

**b. Healthy Community Committee**

**Resolution No: CR199-2021 Moved by: Smith Seconded by: Henderson**

*Be it resolved that the minutes from the Healthy Community Committee for their meeting held on September 16, 2021 be received.*

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

**6. PETITIONS**

**7. MOTIONS AND NOTICES OF MOTIONS**

**a. Council Appointments to Boards and Committees**

**Resolution No: CR200-2021 Moved by: Henderson Seconded by: Kiezebrink**

*WHEREAS members of Council are appointed to various Boards and Committees with each new term of Council; and  
WHEREAS a Council vacancy has been filled since members were last appointed; and  
WHEREAS Council is desirous of dividing Council representation to the Boards and Committees in a more equitable fashion;  
NOW THEREFORE BE IT RESOLVED THAT members of Council are appointed as follows:*

- Mayor Macdonald*
  - *Parks and Recreation Committee*
  - *Angus BIA Board of Directors*
  - *Fishing Derby Committee*
  - *Traffic Advisory Committee*
  - *Nottawasaga Police Services Board*
- Deputy Mayor Smith*
  - *NVCA Board of Directors*
  - *Healthy Community Committees*
  - *Stevenson Memorial Hospital Foundation  
Redevelopment and Community Engagement  
Committee*
- Councillor Kiezebrink*
  - *Essa Public Library Board (Angus Branch)*
  - *Accessibility Advisory Committee*
  - *Sir Frederick Banting Legacy Foundation*



- Councillor Sander*
- *Thornton Area Action Committee*
  - *Traffic Advisory Committee*
  - *Essa and District Agricultural Society Board of Directors*
  - *Essa Public Library Board (Thornton Branch)*

- Councillor Henderson*
- *Parks and Recreation Committee*
  - *Museum on the Boyne Committee*

----Carried-----

**b. Traffic Advisory Committee (TAC) Appointment**

**Resolution No: CR201-2021 Moved by: Kiezebrink Seconded by: Smith**

*WHEREAS the TAC Committee aims to enhance community participation and cooperation in respect of improving road safety for pedestrians, cyclists and motorists in the Township of Essa; and*

*WHEREAS equal representation from each ward is encouraged, with the Terms of Reference stipulating that the committee shall be comprised of one resident from each ward, among other things; and*

*WHEREAS there is a vacancy on the TAC Committee for a Ward 1 community representative;*

*NOW THEREFORE BE IT RESOLVED THAT Council hereby appoints Mike Owens to the TAC Committee, effective immediately.*

----Carried-----

**8. UNFINISHED BUSINESS**

**9. BY-LAWS**

**10. QUESTIONS**

**11. CLOSED SESSION**

**Resolution No: CR202-2021 Moved by: Sander Seconded by: Kiezebrink**

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

- *Personal Matters About an Identifiable Individual [Municipal Act 2001, s.239(2)(b)]*
- *Labour Relations [Municipal Act 2001, s.239(2)(d)]*
- *Litigation or Potential Litigation [Municipal Act 2001, s.239(2)(e)]*

----Carried-----

3

**Note: Livestream does not run during Closed Session Deliberations.**

Council proceeded into Closed Session Deliberations at 6:16 p.m.

**Motion to Rise and Report from Closed Session Meeting of October 20, 2021.**

**Resolution No: CR203-2021 Moved by: Sander Seconded by: Smith**

*Be it resolved that Council rise and report from the Closed Session Meeting at 6:22 p.m.*

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

- a. **PERSONAL MATTERS ABOUT AN IDENTIFIABLE INDIVIDUAL [s.239(2)(b)]  
LABOUR RELATIONS [s.239(2)(d)]  
Confidential Staff Report CAO046-21 submitted by the Chief  
Administrative Officer, re: Staffing.**

**Resolution No: CR204-2021 Moved by: Kiezebrink Seconded by: Henderson**

*Be it resolved that Confidential Staff Report CAO046-21 be received; and  
That the Chief Administrative Officer be authorized to proceed with Option No. 2 as  
contained in this Report.*

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

- b. **PERSONAL MATTERS ABOUT AN IDENTIFIABLE INDIVIDUAL [s.239(2)(b)]  
LITIGATION OR POTENTIAL LITIGATION [s.239(2)(e)]  
Confidential Staff Report CAO047-21 submitted by the Chief  
Administrative Officer, re: Staff.**

**Resolution No: CR205-2021 Moved by: Sander Seconded by: Smith**

*Be it resolved that Confidential Staff Report CAO047-21 be received; and  
That the Chief Administrative Officer be authorized to proceed with Option No. 2 as  
contained in this Report.*

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

## 12. **CONFIRMATION BY-LAW**

**By-law 2021-45**

**Resolution No: CR206-2021 Moved by: Henderson Seconded by: Sander**

*Be it resolved that leave be granted to introduce By-law 2021-45, that being a By-law to  
confirm the proceedings of the Council and Committee of the Whole meetings held on this  
20<sup>th</sup> day of October, 2021; and that said By-law be read a first, and taken as read a second  
and third time and finally passed.*

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

7

13. **ADJOURNMENT**

**Resolution No: CR207-2021 Moved by: Smith Seconded by: Henderson**

*Be it resolved that this meeting of Committee of the Whole of the Township of Essa adjourn at 6:24 p.m. to meet again on the 3<sup>rd</sup> day of November, 2021 at 6:00 p.m.*

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

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Sandie Macdonald, Mayor

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Lisa Lehr, Manager of Legislative Services

Essa Public Library Board  
Minutes  
Monday, September 27, 2021, 7:00pm  
Virtual meeting

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

- 1. Call to Order at 7pm by Chair D. McKeever.
- 2. Respect and Acknowledgement Declaration (A. Morrison):  
*Essa Public Library Board acknowledges that we are situated on the traditional land of the Anishnaabeg people. The Anishnaabeg include the Ojibwe, Odawa, and Pottawatomini nations, collectively known as the Three Fires Confederacy. We are dedicated to honouring Indigenous history and culture and committed to moving forward in the spirit of reconciliation and respect with all First Nation, Métis and Inuit people. We honour the more than 150 000 children who survived Indian Residential Schools and remember the thousands who never went home. We recognize the intergenerational impact of this tragedy, and understand injustices continue today.*

3. Approval of the Agenda  
2021:044 Moved: JH Seconded: JB Carried  
*THAT the Agenda for September 27, 2021 be approved as circulated with the addition of item 7.3 in Communications.*

4. No Conflicts of Interest were declared for proceedings before this Board.

5. Minutes of the Preceding Regular Meeting: June 28, 2021

2021:045 Moved: SM Seconded: AM Carried  
*THAT the Minutes of the June 28, 2021 Regular Meeting be approved as circulated.*

6. Business Arising from December 14, 2020 Minutes:

13.1.3 Library Closed Dates for 2021  
2020:076 Moved: JH Seconded: CC Carried  
*THAT Essa Public Library be closed January 1, February 15 Family Day, April 2 Good Friday, April 5 Easter Monday, May 24 Victoria Day, July 1, August 2 Civic Holiday, September 6, October 11, December 24 at 1pm, December 25 and 26, December 31 at 1pm.*

2021:046 Moved: JH Seconded: CC Carried  
*THAT the Approved Library Closed Dates for 2021 be amended because December 26<sup>th</sup> is a Sunday, therefore, the Library will be Closed on Monday, December 27, 2021.*



13.4.3 EPL Workplace Vaccination Policy

2021:050 Moved: JB Seconded: CC Carried  
*THAT the Library Board approves updates to EPL H&S:014 Employee & Volunteer Health and Safety Orientation Policy, EPL H&S:017 Video Surveillance Policy, and approves the new Vaccination Policy, EPL HR:017 COVID-19 Vaccination Policy as circulated.*

13.4.4 Library Board Assessment (J. Hunter)

The "Cut to the Chase" document is being reworked and the library board will receive the new version when available as a valuable training reference. Review of Fiduciary Duty and Financial Responsibility with the 2022 budget approaching.

14. Closed Meeting:

2021:051 Moved: AM Seconded: SM Carried  
*THAT the Board proceed to Closed Session at 7:53pm to discuss:*

- ✓ other matters pertaining to personal matters about an identifiable individual, including Board employees

2021:052 Moved: AM Seconded: SM Carried  
*THAT the Board rise from the Closed Session at 7:55pm.*

2021:053 Moved: AM Seconded: SM Carried  
*THAT the CEO is authorized to proceed as directed by the Library Board.*

15. Other Business: None

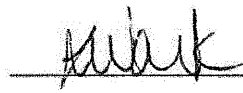
16. Next Virtual Meeting: Monday, October 25th, 2021 at 7pm.

17. Adjournment

2021:054 Moved: JH Carried  
*THAT the Meeting be adjourned at 7:55pm.*

APPROVED: October 25, 2021

  
 \_\_\_\_\_  
 Derek McKeever, Chair

  
 \_\_\_\_\_  
 Laura Wark, CEO/Secretary-Treasurer

## HEALTHY COMMUNITY COMMITTEE October 21, 2021

**Attendees:** Susan Antler, Paula Hughes, Anne Learn-Sharpe, Angelica Tang, Judith Hunter  
**Staff:** Aimee Powell, Elizabeth Davis

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### Summary on October 14<sup>th</sup>, 2021 LeClair Park Planting Session

- Planting was a success. Shannon drilled holes before to plant 250 trees (included hazel nut, service berry)
- 50 pounds of seed were also planted on the two large plots that had been cleared
- There were 8 volunteers to help with the plant

### 2021 Current Budget

- Remaining funds from Parks and Recreation to be allocated by the end of 2021 for LeClair Park
- Would like to use the remaining RBC funds for signage at the Pollinator Garden
- The installation of bike racks was suggested, the HCC can use the same vendor that the Friends of Utopia is using
- Signage quote is \$65 – \$105 per sq.ft, therefore \$1500 should be allocated towards signage
- Would also like smaller signs for descriptions of each flower in the Pollinator Garden
- Work together with Parks and Recreation for benches or picnic tables

### 2022 Proposed Budget

- 2022 funds, if allocated, can be spent on initiatives Township-wide
- Estimating that another Pollinator Garden initiative would cost \$5000 – the priority should be to create a Pollinator Garden at the Administrative Centre which can include signage, and bird and bat houses. Budget will also include soil, mulch, plant species, and polls for garden build
- Request to allocate \$2,000 for a public event for outreach on mental and physical health and social togetherness

### Next Steps

- Connect over next two weeks on how the remaining funds will be spent in 2021
- Quotes for signage
- Next meeting November 4<sup>th</sup>, 2021

**End of meeting 6:30 pm**

A Safe Place for Women and their Children



Tuesday, October 12, 2021

RE: REQUEST FOR PROCLAMATION AND FLAG RAISING ON NOVEMBER 25TH, 2021

To: Mayor Sandie Macdonald

I am reaching out on behalf of My Sister's Place to request your participation in and support of the 2021 Wrapped in Courage Campaign focused on ending gender-based violence in our community and beyond.

My Sister's Place is a not-for-profit organization which provides vital services and support for survivors of gender-based violence and their children including both residential and outreach services. We are a proud agency partner of the provincial Wrapped in Courage 2021 campaign which has been raising awareness related to gender-based violence in Ontario for the past 8 years.

November 25th marks both the International Day for the Elimination of Violence Against Women and the first day of the 16 Days of Activism Against Gender-Based Violence worldwide. We request as leaders of Essa you consider proclaiming November 25th as the International Day for the Elimination of Violence Against Women and raising a Wrapped in Courage flag on November 25th to raise awareness and promote gender equality. The flags are 36x72 in size and feature a campaign symbol and text (End Gender-Based Violence) in English.

A sample proclamation for your consideration is attached below (1) in addition to a copy of the flag design (2).

We thank the Town of Essa for considering this request and for your continued support in our work to provide safety and support for survivors of gender-based violence in our community.

Deborah Herrington  
Executive Director  
705-435-9400 ext 226  
pitmsp@mysistersplace.ca



7a

P.O. Box 533, Alliston, ON L9R 1V7

Crisis Line: 705.435.3835 Business Line: 705.435.4900 Toll Free: 1.800.461.5419 ANYTIME Fax: 705.435.7721

A Safe Place for Women and their Children



**1. Sample Proclamation for Your Consideration:**

**The Township of Essa does hereby proclaim  
November 25th**

**As**

**The International Day for the Elimination of Violence Against Women**

WHEREAS violence continues to be the greatest gender inequality rights issue for women, girls and gender-diverse individuals; and

WHEREAS November is Woman Abuse Prevention Month; and

WHEREAS Gender-based violence is a human right issue which our community must work together to address, prevent and address through public awareness and education; and

WHEREAS 1 in 3 women will experience gender-based violence in their lifetime and these numbers increase exponentially for Black, Indigenous and Woman of Colour; and

WHEREAS the COVID-19 pandemic has increased barriers to support and services for survivors of gender-based violence and their children; and

WHEREAS last year in Ontario, every 13 days a woman or child was killed by a man known to them, with the majority being their current or former intimate partner

WHEREAS this month and throughout the 16 Days of Activism Against Gender-Based Violence, we acknowledge our community's support of the Wrapped in Courage campaign and commitment to ending gender-based violence; and

WHEREAS on November 25th, The International Day for the Elimination of Violence Against Women, a Wrapped in Courage 2021 Campaign flag will be raised in recognition that the courage of a woman alone is not enough, it takes an entire community to end gender-based violence; and

Now, therefore, I Mayor Sandie Macdonald proclaim and declare that November 25th, 2021 shall be known as

**"The International Day for the Elimination of Violence Against Women"**

and urge all citizens to recognize this day by taking action to support survivors of gender-based violence and becoming part of Ontario wide efforts to end gender-based violence.

7a

P.O. Box 533, Alliston, ON L9R 1V7

Crisis Line: 705.435.3835 Business Line: 705.435.4900 Toll Free: 1.800.461.5419 ANYTIME Fax: 705.435.7721

A Safe Place for Women and their Children



2. *Flag Design*



**THE CORPORATION OF THE TOWNSHIP OF ESSA**

**BY-LAW 2021 – 47**

**Being a By-law to authorize the execution of the Ontario Transfer Payment Agreement between Her Majesty the Queen in right of Ontario as represented by the Minister of Municipal Affairs and Housing and the Township of Essa.**

WHEREAS section 5(3) of the *Municipal Act*, 2001, as amended, provides that a municipal power, including a municipality’s capacity, rights, powers and privileges under section 9, shall be exercised by by-law unless the municipality is specifically authorized to do so otherwise; and

WHEREAS the Township of Essa was approved as a Recipient for funds through the Municipal Modernization Program (Implementation Stream), to assist with the costs associated with modernizing its IT and Digital platforms, more specifically, to procure a web developer to develop a new municipal website with an interactive digital platform for customer requests and back-end business programs as well as a new recreation booking system;

WHEREAS the Council of the Corporation of the Township of Essa deems it to be in the best interests, as the Recipient, to enter into the Ontario Transfer Payment Agreement with the Province;

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

1. That the Mayor and Clerk are hereby authorized to execute the Ontario Transfer Payment Agreement with respect to the Implementation Stream of the Municipal Modernization Program Funding, attached hereto and forming part of this By-law as Schedule “A”.

READ A FIRST, AND TAKEN AS READ A SECOND AND THIRD TIME AND FINALLY PASSED on this the 3<sup>rd</sup> day of November, 2021.

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

\_\_\_\_\_  
Lisa Lehr, Manager of Legislative Services

9a

Schedule A

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

BETWEEN :

Her Majesty the Queen in right of Ontario  
as represented by the Minister of Municipal Affairs and  
Housing

(the "Province")

- and -

The Corporation of the Township of Essa  
(the "Recipient")

CONSIDERATION

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

1.0 ENTIRE AGREEMENT

1.1 Schedules to the Agreement. The following schedules form part of the Agreement:

- Schedule "A" - General Terms and Conditions
- Schedule "B" - Project Specific Information and Additional Provisions
- Schedule "C" - Project
- Schedule "D" - Budget
- Schedule "E" - Payment Plan
- Schedule "F" - Reports.

1.2 Entire Agreement. The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

17

## 2.0 CONFLICT OR INCONSISTENCY

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

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

## 3.0 COUNTERPARTS

3.1 **One and the Same Agreement.** The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

## 4.0 AMENDING THE AGREEMENT

4.1 **Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

## 5.0 ACKNOWLEDGEMENT

5.1 **Acknowledgement.** The Recipient acknowledges that:

- (a) the Funds are to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
- (b) the Province is not responsible for carrying out the Project; and
- (c) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

- SIGNATURE PAGE FOLLOWS -

9a

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

**HER MAJESTY THE QUEEN IN RIGHT OF  
ONTARIO as represented by the Minister of  
Municipal Affairs and Housing**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: Steve Clark  
Title: Minister

**The Corporation of the Township of Essa**

\_\_\_\_\_  
Date

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

I have authority to bind the Recipient.

\_\_\_\_\_  
Date

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

I have authority to bind the Recipient.

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

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**A1.0 INTERPRETATION AND DEFINITIONS**

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

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

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

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

**"Agreement"** means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

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

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

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

**"Event of Default"** has the meaning ascribed to it in section A12.1.

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

**"Funding Year"** means:

- (a) in the case of the first Funding Year, the period commencing on the

Effective Date and ending on the following March 31; and

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

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

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

**“Loss”** means any cause of action, liability, loss, cost, damage, or expense (including legal, expert and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any other part of the Agreement.

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

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

**“Notice Period”** means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A12.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A12.4.

**“Parties”** means the Province and the Recipient.

**“Party”** means either the Province or the Recipient.

**“Proceeding”** means any action, claim, demand, lawsuit, or other proceeding that that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

**“Project”** means the undertaking described in Schedule “C”.

**“Records Review”** means any assessment the Province conducts pursuant to section A7.4.

**“Reports”** means the reports described in Schedule “F”.

## A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

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



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

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

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement, including passing a municipal by-law authorizing the Recipient to enter into the Agreement.

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

- (a) procedures to enable the Recipient to manage Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete the Project successfully;
- (c) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

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

**A3.0 TERM OF THE AGREEMENT**

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

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

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

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

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

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides evidence satisfactory to the Province that the Recipient's council has authorized the execution of this Agreement by the Recipient by municipal by-law;
- (b) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (c) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project; and
- (d) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.2.

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

- (a) carry out the Project in accordance with the Agreement;

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

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

A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may do either or both of the following:

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

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

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

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that promotes the best value for money.

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

**A6.0 CONFLICT OF INTEREST**

A6.1 **Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

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

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

- A6.2 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:
- (a) the Recipient:
    - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest;
    - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
  - (b) the Province provides its consent to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
  - (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

## A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 **Province Includes.** For the purposes of sections A7.4, A7.5 and A7.6, "Province" includes any auditor or representative the Province may identify.

A7.2 **Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1:
  - (i) all Reports in accordance with the timelines and content requirements as provided for in Schedule "F";
  - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time;
- (b) ensure that all Reports and other reports are:
  - (i) completed to the satisfaction of the Province; and
  - (ii) signed by an authorized signing officer of the Recipient.

A7.3 **Record Maintenance.** The Recipient will keep and maintain for a period of

seven years from their creation:

- (a) all financial records (including invoices and evidence of payment) relating to the Funds or otherwise to the Project in a manner consistent with either international financial reporting standards or generally accepted accounting principles or any other accounting principles that apply to the Recipient; and
- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

A7.4 **Records Review.** The Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties;
- (b) the progress of the Project;
- (c) the Recipient's allocation and expenditure of the Funds.

A7.5 **Inspection and Removal.** For the purposes of any Records Review, the Province may take one or more of the following actions:

- (a) inspect and copy any records and documents referred to in section A7.3; and
- (b) remove any copies the Province makes pursuant to section A7.5(a).

A7.6 **Cooperation.** To assist the Province in respect of its rights provided for in section A7.5, the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;
- (b) assisting the Province to copy records and documents;
- (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (d) carrying out any other activities the Province requests.

A7.7 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.8 **Auditor General.** The Province's rights under Article A7.0 are in addition to

any rights provided to the Auditor General pursuant to section 9.2 of the *Auditor General Act* (Ontario).

## **A8.0 COMMUNICATIONS REQUIREMENTS**

A8.1 **Acknowledge Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its Project-related publications, whether written, oral, or visual:

- (a) acknowledge the support of the Province for the Project;
- (b) ensure that any acknowledgement is in a form and manner as the Province directs; and
- (c) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

## **A9.0 INDEMNITY**

A9.1 **Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

## **A10.0 INSURANCE**

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

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

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

- (a) provide to the Province, either:
  - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
  - (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) in the event of a Proceeding, and upon the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement, or both.

#### **A11.0 TERMINATION ON NOTICE**

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

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

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
  - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
  - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

#### **A12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**

**A12.1 Events of Default.** It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

- (a) carry out the Project;

- (b) use or spend Funds; or
- (c) provide, in accordance with section A7.2, Reports or such other reports as the Province may have requested pursuant to section A7.2(a)(ii).

A12.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

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

A12.3 **Opportunity to Remedy.** If, in accordance with section A12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and



(b) the Notice Period.

**A12.4 Recipient not Remediating.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A12.2(b), and:

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

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A12.2(a), (c), (d), (e), (f), (g), (h), and (i).

**A12.5 When Termination Effective.** Termination under Article A12.0 will take effect as provided for in the Notice.

### **A13.0 FUNDS AT THE END OF A FUNDING YEAR**

**A13.1 Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A12.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

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

### **A14.0 FUNDS UPON EXPIRY**

**A14.1 Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession, under its control, or both.

### **A15.0 DEBT DUE AND PAYMENT**

**A15.1 Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

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

A15.2 **Debt Due.** If, pursuant to the Agreement:

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

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

A15.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then current interest rate charged by the Province of Ontario on accounts receivable.

A15.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in Schedule "B".

A15.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

## A16.0 NOTICE

A16.1 **Notice in Writing and Addressed.** Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery, courier or fax; and
- (c) addressed to the Province or the Recipient as set out in Schedule "B", or as either Party later designates to the other by Notice.

A16.2 **Notice Given.** Notice will be deemed to have been given:

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

the Notice is delivered.

**A16.3 Postal Disruption.** Despite section A16.2(a), in the event of a postal disruption:

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

#### **A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

**A17.1 Consent.** When the Province provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.

#### **A18.0 SEVERABILITY OF PROVISIONS**

**A18.1 Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

#### **A19.0 WAIVER**

**A19.1 Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

**A19.2 Waiver Applies.** If in response to a request made pursuant to section A19.1 a Party consents to a waiver, the waiver will:

- (a) be valid only if the Party that consents to the waiver provides the consent by Notice; and
- (b) apply only to the specific obligation referred to in the waiver.

#### **A20.0 INDEPENDENT PARTIES**

**A20.1 Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

**A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

A21.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A21.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's successors, and permitted assigns; and
- (b) the successors to Her Majesty the Queen in right of Ontario.

**A22.0 GOVERNING LAW**

A22.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

**A23.0 FURTHER ASSURANCES**

A23.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and
- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

**A24.0 JOINT AND SEVERAL LIABILITY**

A24.1 **Joint and Several Liability.** Where the Recipient comprises of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

**A25.0 RIGHTS AND REMEDIES CUMULATIVE**

A25.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

**A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS****A26.1 Other Agreements.** If the Recipient:

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

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

**A27.0 SURVIVAL**

**A27.1 Survival.** The following Articles and sections, and all applicable cross-referenced Articles, sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.4, A4.5, A4.6, section A5.2, section A7.1, A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A7.8, Article A8.0, Article A9.0, section A11.2, sections A12.1, sections A12.2(d), (e), (f), (g), (h), (i), and (j), Article A13.0, Article A14.0, Article A15.0, Article A16.0, Article A18.0, , section A21.2, Article A22.0, Article A24.0, Article A25.0 and Article A27.0.

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

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

<b>Maximum Funds</b>	Up to \$162,500
<b>Expiry Date</b>	December 30, 2025
<b>Amount for the purposes of section A5.2 (Disposal) of Schedule "A"</b>	\$5,000.00
<b>Insurance</b>	\$ 2,000,000
<b>Contact information for the purposes of Notice to the Province</b>	<p><b>Name:</b> Brenda Vloet</p> <p><b>Position:</b> Manager, Municipal Programs and Outreach Unit</p> <p><b>Address:</b> 777 Bay Street, Toronto, Ontario M7A 2J3, 16<sup>th</sup> Floor</p> <p><b>Email:</b> Brenda.Vloet@ontario.ca</p>
<b>Contact information for the purposes of Notice to the Recipient</b>	<p><b>Name:</b></p> <p><b>Position:</b></p> <p><b>Address:</b></p> <p><b>Fax:</b></p> <p><b>Email:</b></p>
<b>Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement</b>	<p><b>Name:</b></p> <p><b>Position:</b></p> <p><b>Address:</b></p> <p><b>Fax:</b></p> <p><b>Email:</b></p>

**Additional Provisions:**

- B1 **Section 4.2 of Schedule "A" is amended by adding the following subsection:**

(e) the Province is not obligated to provide any Funds to the Recipient that exceed 65% of the incurred Project costs.

**B2 Section 4.3 of Schedule "A" is amended by adding the following subsection:**

- (e) not use the Funds for the purpose of paying the Recipient's regular salary costs.
- (f) not use the Funds for the purpose of purchasing land, buildings or vehicles.

9a

**SCHEDULE "C"  
PROJECT**

<b>Project Title</b>
Township of Essa Information Technology Modernization and Service Digitization
<b>Objectives</b>
The objective of the Project is to enable the Recipient to provide digital services, such as licenses and permits, to the Recipient's residents, and to modernize the Recipient's IT foundation, to achieve cost savings and efficiencies.
<b>Description</b>
The Recipient will procure a web developer to develop a new municipal website with an interactive digital platform for customer requests and back-end business programs. The Recipient will also purchase a new recreation booking system.



99

**SCHEDULE "D"  
BUDGET**

<b>Item</b>	<b>Amount</b>
Reimbursement of up to 65% of Project costs incurred between January 26, 2021 to the earlier of September 30, 2022 or the submission of the Final Report Back.	Up to \$162,500

**SCHEDULE "E"  
PAYMENT PLAN**

<b>Milestone</b>	<b>Scheduled Payment</b>
<ul style="list-style-type: none"> <li>• Execution of Agreement</li> </ul>	Initial payment of \$56,875 made to Recipient no more than thirty (30) days after the execution of the Agreement
<ul style="list-style-type: none"> <li>• Submission of First and Second Interim Report Backs</li> </ul>	Interim payment made to the Recipient no more than thirty (30) days after the Province's approval of the First Interim Report Back for costs incurred and submitted as part of the First Interim Report Back that exceed the initial payment.
<ul style="list-style-type: none"> <li>• Submission of Final Report Back to the Province</li> </ul>	Final payment of up to \$105,625 less any amount paid as part of the interim payment made to the Recipient no more than thirty (30) days after the Province's approval of the Final Report Back.

## SCHEDULE "F" REPORTS

Name of Report	Reporting Due Date
1. First Interim Report Back	January 31, 2022
2. Second Interim Report Back	April 29, 2022
3. Final Report Back	September 30, 2022
4. Annual Report Back	September 29, 2023

### **Report Details**

#### **1. Interim Report Backs (2)**

The Recipient will submit up to two (2) Interim Report Backs to the Province using the reporting template provided by the Province. If the Recipient submits the Final Report Back prior to the reporting due date for the Second Interim Report Back, the Recipient is not obligated to submit the Second Interim Report Back. The Interim Report Backs will include:

- A written description of what the Recipient has completed for the Project to date and what will be completed by the next Report Back,
- A list of actual costs to carry out the Project paid by the Recipient that have not been included as part of a previously submitted Interim Report Back, with supporting documentation, such as invoices or receipts, showing actual costs incurred.

#### **2. Final Report Back**

The Recipient will submit a Final Report Back to the Province once the Project is completed and by September 30, 2022 using the reporting template provided by the Province. The Final Report Back will include:

- A written description of the Project and the forecasted annual savings and other efficiency outcomes for the Recipient,
- The actual costs to carry out the Project that have not been included as part of a Quarterly Report Back paid by the Recipient with supporting documentation, such as invoices or receipts, showing actual costs incurred.
- A statement indicating an updated estimate of annual cost savings realized through the Project, which will be the performance measure.

#### **3. Annual Report Back**

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The Recipient will submit an Annual Report Back to the Province using the reporting template provided by the Province. The Annual Report Back will include:

- A statement indicating the actual cost savings and efficiency outcomes from the Project over the course of the year.

**THE CORPORATION OF THE TOWNSHIP OF ESSA**

**BY-LAW 2021 – 48**

**Being a By-law to confirm the proceedings of the Council meeting held on the 3<sup>rd</sup> day of November, 2021.**

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

THAT the action of the Council at its meeting held on the 3<sup>rd</sup> day of November, 2021 and, in respect of each recommendation contained in the Minutes of the Regular Council meeting held on the 20<sup>th</sup> day of October, 2021 and the Committee of the Whole meeting held on the 20<sup>th</sup> day of October, 2021; and, in respect of each motion, resolution and other action passed and taken by Council at the said meetings, is, except where prior approval of the Ontario Municipal Board is required, hereby adopted, ratified and confirmed.

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

READ A FIRST, AND TAKEN AS READ A SECOND AND THIRD TIME AND  
FINALLY PASSED on this the 3<sup>rd</sup> day of November, 2021.

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Sandie Macdonald, Mayor

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Lisa Lehr, Manager of Legislative Services