

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

AGENDA

1. OPENING OF MEETING BY THE MAYOR

2. DISCLOSURE OF PECUNIARY INTEREST

3. ADOPTION OF PREVIOUS MINUTES AND MOTIONS

- p. 1 Recommendation: *Be it resolved that the motions duly passed and approved at the Committee of the Whole meeting of this date be approved; and That the minutes of the Committee of the Whole and Regular Council meetings held on the 5th day of June, 2019 be adopted as circulated.*

4. CONSENT AGENDA

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

5. COMMITTEE REPORTS

- p. 16 a. **Essa Public Library Board**

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

6. PETITIONS

7. MOTIONS AND NOTICES OF MOTIONS

- a. **Site Alteration and Fill**

Recommendation: *WHEREAS at its meeting of September 16, 2015, Council adopted a Site Alteration and Fill By-law 2015-64, that being a By-law to prohibit or regulate the placing or dumping of fill, soil stripping and/or alteration to the grade of lands in areas of the Township of Essa; and WHEREAS Council of the Township of Essa wishes to renew its support of enforcement of the Site Alteration and Fill By-law 2015-64; NOW THEREFORE BE IT RESOLVED THAT Council hereby confirms that no exemptions or fill permits shall be granted to any applicants with respect to applications for Fill Permits until such time as Council has received a staff report on By-law 2015-64 and considered recommendations of staff concerning Site Alteration and Fill.*

b. Ontario Tree Seed Facility (OTSF)

Recommendation: WHEREAS Essa Township has hosted the Ontario Tree Seed Facility (OTSF) for the past 97 years in the heart of Angus for the purpose of restoring and serving the forests of Ontario; and WHEREAS the OTSF has ceased operating, however, the lands, buildings and features remain as significant to the Municipality and present a new opportunity to serve as a hub and provide for needed public space; NOW THEREFORE BE IT RESOLVED THAT Council of the Township of Essa supports in principle, working with an array of government ministries and public service organizations to collaborate to develop opportunities for the site which are financially sustainable.

8. UNFINISHED BUSINESS

9. BY-LAWS

p. 26 **a. By-law 2019-54**

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

p. 32 **b. By-law 2019-55**

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

p. 33 **c. By-law 2019-56**

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

p. 34 **d. By-law 2019-57**

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

p. 51 e. **By-law 2019-58**

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

10. **QUESTIONS**

11. **CLOSED SESSION**

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

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

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

Motion to Rise and Report from Closed Session Meeting of June 19th, 2019.

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

12. CONFIRMATION BY-LAW

p. **By-law 2019-59**

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

13. ADJOURNMENT

Recommendation: *Be it resolved that this meeting of the Council of the Township of Essa adjourn at _____ p.m. to meet again on the 3rd day of July, 2019 following Committee of the Whole.*

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

**WEDNESDAY, JUNE 5, 2019
6:00 p.m.**

MINUTES

A Committee of the Whole meeting was held on Wednesday June 5, 2019 in the Council Chambers of the Administration Centre, Township of Essa.

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

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

1. OPENING OF MEETING BY THE MAYOR

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

2. DISCLOSURE OF PECUNIARY INTEREST

Deputy Mayor Smith declared an indirect interest on Item 11 (d) as he has an active fill permit.

3. DELEGATIONS / PRESENTATIONS / PUBLIC MEETINGS

- a. **Delegation**
Re: Fill at 6651 3rd Line
Peter McBride

Mr. McBride provided Council with a detailed overview of concerns that he had regarding the 2017 Fill Permit that was issued to the owners of 6651 3rd Line by the Nottawasaga Valley Conservation Authority (NVCA). Concerns are summarized as those relating to noise, vibrations, traffic, road damage, quantity and quality of fill, lack of sediment and rubble management, erosion sloping and sediment issues, placement of fill on provincially significant wetlands and in natural heritage areas, and removal of trees.

Mr. McBride stated that he also has concerns about the property owner's compliance with conditions contained in the Township's Development Agreement and asked that Council consider having all works cease until such time that staff can verify the applicant's compliance.

Additionally, Mr. McBride requested that the neighbouring residents be informed of a timeline for completion of operations.

Mayor Macdonald thanked Mr. McBride for his presentation.

The Mayor stated that the Township's Procedural By-law allows the Chair to bring forward any agenda item where the topic is also the subject of a delegation.

As such, Agenda Item Number 10 (d) was brought forward out of sequence for the consideration of Council.

10. d Staff Report CAO026-19 submitted by the Chief Administrative Officer, re: 6651 3rd Line Fill Operations.

The Chief Administrative Officer provided Council and members of the public with a brief history of the fill permit issued by the NVCA to the owners of 6651 3rd Line, as well as an overview of steps taken to date by the municipality to investigate the fill operations at the property located at 6651 3rd Line.

Council directed the Chief Administrative Officer to obtain further securities from the developer in the amount of \$100,000.00, and that the Chief Administrative Officer issue an Order to have all work and fill activity cease until all aspects of approvals have been met.

Resolution No: CW109-2019 Moved by: Henderson Seconded by: Smith

Be it resolved that Staff Report CAO026-19 be received; and That Council authorize staff to investigate, following up in several areas including investigating if the fill brought in to 6651 3rd Line is in keeping with the development agreement authorized by the Municipality in December, 2017, by hiring an Ontario Land Surveyor and an Engineer to assist.

----Carried----

**b. Delegation
Re: Overview of 2018 Essa Public Library Annual Report
Laura Wark, CEO – Essa Public Library**

Laura Wark, CEO Essa Public Library, provided Council with a brief overview of the 2018 Essa Public Library Annual Report.

Council commended the Chief Executive Officer on her commitment to the community.

Council inquired as to the status of the provincial funding to the Ontario Library Service (North and South). Laura informed Council and members of the public that some of the provincial funding had been restored to allow for the restoration of the inter-library software, however the Essa Public Library was still working on a solution for the delivery service of the program itself.

Council thanked Laura for her presentation.

STAFF REPORTS

4. PLANNING AND DEVELOPMENT

- a. Staff Report PD031-19 submitted by the Manager of Planning and Development, re: Birchwood Estates Draft Plan Approval Request for Draft Plan Conditions Extension.**

Resolution No: CW110-2019 Moved by: Henderson Seconded by: Smith

Be it resolved that Staff Report PD031-19 be received; and That Council authorize granting an extension of the Birchwood Estates Draft Plan Approval for an additional year, for the 18 lot residential development lying between Baxter and Angus, to July 29th, 2020.

----Carried----

- b. Staff Report PD032-19 submitted by the Planning Technician, re: Site Plan Amendment – 305 Mill Street, Angus.**

Staff confirmed that soil testing will be conducted.

Resolution No: CW111-2019 Moved by: White Seconded by: Henderson

Be it resolved that Staff Report PD032-19 be received; and That Council authorize Planning and Development staff to continue to review and process the site plan application in due course.

----Carried----

- c. Staff Report PD034-19 submitted by the Manager of Planning and Development, re: Request to Enter into Earthworks Agreement with Brookfield Residential – 103 Denney Drive, Baxter.**

Resolution No: CW112-2019 Moved by: Henderson Seconded by: Smith

Be it resolved that Staff Report PD034-19 be received; and That Council authorize the Mayor and Clerk to enter into an Earthwork's Agreement with Brookfield Residential which will encompass both Phase 1 and 2 of the development located at 103 Denney Drive, Baxter; and That the appropriate By-law be brought forward at the next meeting of Council.

----Carried----

- d. Staff Report PD035-19 submitted by the Planning Technician, re: Site Plan Application – 7511 9th Line.**

Resolution No: CW113-2019 Moved by: Henderson Seconded by: Sander

Be it resolved that Staff Report PD035-19 be received; and That Council authorize Planning and Development staff to continue to review and process the site plan application in due course.

----Carried----

5. PARKS AND RECREATION/ COMMUNITY SERVICES**6. FIRE AND EMERGENCY SERVICES**

- a. **Staff Report FD004-19 submitted by the Fire Chief, re: Capital Fleet Budget.**

MOTION AS AMENDED

Resolution No: CW114-2019 Moved by: Smith Seconded by: Sander

*Be it resolved that Staff Report FD004-19 be received; and
That Council approve the reapportioning of the Fire Department's Capital Fleet budget as outlined; and
That Council authorize the Fire Chief to purchase the Tanker from Dependable Emergency Vehicles; and
That Council authorize the Fire Chief to purchase the heavy duty pick-up truck from Hanna Ford; and
That Council authorize the Fire Chief to purchase the rescue squad from Dependable Emergency Vehicles; and
That Council authorize the Fire Chief to utilize capital funds towards operational efficiencies for Rescue #2 to a maximum of \$20,000.00; and
That Council approve placing the remaining funds in reserve for the 2021 replacement of Pump #2; and
That Council authorize the Fire Chief to purchase the command vehicle from BKC in Barrie, provided that the purchase of Car 1 is within the allowable terms of the Township's Procurement Policy.*

----Carried----

7. PUBLIC WORKS

- a. **Staff Report PW022-19 submitted by the Manager of Public Works, re: Award of Quotation RFQ# Q-19-05 – Sidewalk/Curb Replacement Tender 2019 (Various Locations).**

Resolution No: CW115-2019 Moved by: White Seconded by: Smith

*Be it resolved that Staff Report PW022-19 be received; and
That the quotation as received from ALOIA Brothers Concrete Construction for the 2019 Sidewalk Curb Replacement Tender for various locations in the Municipality be accepted in the amount of \$64,869.00 (excluding H.S.T.) as per Township specifications, contingent upon the WSIB Clearance Certificate and a copy of Insurance being provide to the Municipality; and
That the Manager of Public Works be authorized to arrange for the necessary works to be completed.*

----Carried----

- b. Staff Report PW023-19 submitted by the Manager of Public Works, re: Award of Quotation RFQ#19-04 – 2019 Slurry Seal.**

Resolution No: CW116-2019 Moved by: Smith Seconded by: Sander

*Be it resolved that Staff Report PW023-19 be received; and
That the quotation as received from Duncor Enterprises Inc. for the 2019 "Slurry Seal" RFQ# 19-04 be accepted in the amount of \$256,900.00 (excluding H.S.T.) as per Township specifications, contingent upon the WSIB Clearance Certificate and a copy of Insurance being provide to the Municipality; and
That the Manager of Public Works be authorized to arrange for the necessary works to be completed.*

----Carried----

- c. Staff Report PW024-19 submitted by the Manager of Public Works, re: Award of Quotation RFQ#19-06 – 2019 Stop Block and Line Painting.**

Resolution No: CW117-2019 Moved by: Sander Seconded by: White

*Be it resolved that Staff Report PW024-19 be received; and
That Council reject the quotation as received from Precision Markings Inc. for the 2019 Line Painting RFQ#19-06 in the amount of \$12,660.00 (excluding H.S.T.);
and
That staff be directed to change the completion date specified in the RFQ and retender the document.*

----Carried----

- d. Staff Report PW025-19 submitted by the Manager of Public Works, re: Repair of the Reynolds Floodable Crossing – Innisfil Creek and Nottawasaga River Drainage Works.**

Resolution No: CW118-2019 Moved by: Henderson Seconded by: White

Be it resolved that Staff Report PW025-19 be received for information.

----Carried----

8. FINANCE

- a. Staff Report TR011-19 submitted by the Tax Collector, re: Request to Write Off/Adjust 2016 and 2018 Taxes.**

Resolution No: CW119-2019 Moved by: White Seconded by: Henderson

*Be it resolved that Staff Report TR011-19 be received; and
That the Tax Collector be authorized to adjust taxes on the accounts listed on Schedules "A" and "B" of this report.*

----Carried----

b. Staff Report TR012-19 submitted by the Tax Collector, re: Request to Write Off/Adjust 2018 and 2019 Taxes.

Resolution No: CW120-2019 Moved by: Sander Seconded by: Smith

*Be it resolved that Staff Report TR012-19 be received; and
That the Tax Collector be authorized to adjust taxes on the accounts listed on
Schedules "A" and "B" of this report.*

---Carried---

c. Staff Report TR013-19 submitted by the Tax Collector, re: Request to Write Off/Adjust 2018 and 2019 Taxes.

Resolution No: CW121-2019 Moved by: Sander Seconded by: White

*Be it resolved that Staff Report TR013-19 be received; and
That the Tax Collector be authorized to adjust taxes on the accounts listed on
Schedules "A" and "B" of this report.*

---Carried---

d. Staff Report TR014-19 submitted by the Tax Collector, re: Request to Write Off/Adjust 2019 Taxes.

Resolution No: CW122-2019 Moved by: White Seconded by: Smith

*Be it resolved that Staff Report TR014-19 be received; and
That the Tax Collector be authorized to adjust taxes on the accounts listed on
Schedule "A" of this report.*

---Carried---

e. Staff Report TR015-19 submitted by the Manager of Finance, re: Farmland Tax Ratio.

Resolution No: CW123-2019 Moved by: Sander Seconded by: White

Be it resolved that Staff Report TR015-19 be received for information.

---Carried---

9. CLERKS / BY-LAW ENFORCEMENT / IT

a. Staff Report C022-19 submitted by the Clerk, re: Essa Challenge Golf Tournament – Recipients for Proceeds.

Resolution No: CW124-2019 Moved by: White Seconded by: Smith

*Be it resolved that Staff Report C022-19 be received; and
That Council authorize proceeds raised from the 2019 Essa Challenge being
distributed equally to the Royal Victoria Hospital Foundation, the Stevenson
Memorial Hospital Foundation, and the Matthews House Hospice.*

---Carried---

- b. Staff Report C023-19 submitted by the Deputy Clerk, re: Custom Flag for the National Access Awareness Week.**

Resolution No: CW125-2019 Moved by: White Seconded by: Henderson

*Be it resolved that Staff Report C023-19 be received; and
That Council approve Option No. 2 as the winning design for the custom flag to
represent National Access Awareness Week in the Township on an annual basis.*

----Carried----

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

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

Council deferred their consideration on this Item while staff investigate additional components of the software program.

- b. Staff Report CAO022-19 submitted by the Chief Administrative Officer, re: Student Grants.**

Resolution No: CW126-2019 Moved by: Smith Seconded by: Sander

Be it resolved that Staff Report CAO022-19 be received for information.

----Carried----

- c. Staff Report CAO024-19 submitted by the Chief Administrative Officer, re: Status of Thornton Arena Expenditures, 2019.**

Resolution No: CW127-2019 Moved by: Henderson Seconded by: Smith

*Be it resolved that Staff Report CAO024-19 be received; and
That Council authorize amending provision (a) of Motion CW081-2019 as was
previously voted on at its meeting of April 17, 2019, to allow for staff to purchase
the planned floor scrubber at a cost of approximately \$8,500.00 (plus H.S.T.),
recognizing that the expenditure is over the approved budgeted amount by
approximately \$1,500.00.*

----Carried----

- d. Staff Report CAO026-19 submitted by the Chief Administrative Officer, re: 6651 3rd Line Fill Operations.**

This Item was disposed of earlier in meeting in accordance with Section 11.2 of Essa's Procedural By-law.

e. Staff Report CAO027-19 submitted by the Chief Administrative Officer, re: Parks Capital, Playground Equipment.

Council requested that a report be brought forward at a future meeting outlining purchasing/installation costs for equipment to be installed at Bob Geddes Park (Angus).

Resolution No: CW128-2019 Moved by: Smith Seconded by: White

*Be it resolved that Staff Report CAO027-19 be received; and
That Council authorize the Working Recreation Centre Manager/Parks Supervisor to purchase new play equipment for the "Dellbrook" Park leading in from Nottawasaga Drive and Osborne Street in Angus, at a cost of \$49,804.58 plus H.S.T. in accordance with the 2019 Council approval of Recreation/Parks spending – Capital items (\$50,000.00); and
That Council authorize the hedges alongside the walkway leading into the Dellbrook park being trimmed and removed in parts where dead to facilitate entry into the park; and
That Council authorize the Working Recreation Centre Manager/Parks Supervisor to purchase a second set of the same play equipment being purchased for the Dellbrook Park, for the Utopia Park, with funding sourced as follows: 90% using development charges and 10% park reserves, in accordance with verbal direction to staff previously provided.*

----Carried----

f. Staff Report CAO028-19 submitted by the Chief Administrative Officer, re: Regional Governance Review.

Council requested that the letter contain information on efficiencies that Essa is working on.

Resolution No: CW129-2019 Moved by: Smith Seconded by: White

*Be it resolved that Staff Report CAO028-19 be received for information; and
That Council approve a further letter being sent to provide additional feedback on Regional Government Review.*

----Carried----

g. Staff Report CAO029-19 submitted by the Chief Administrative Officer, re: Parks and Recreation Programs – Cost/Rates.

Motion as Amended:

Resolution No: CW130-2019 Moved by: Smith Seconded by: Sander

*Be it resolved that Staff Report CAO029-19 be received for information; and
That Council's consideration on this matter be deferred.*

----Carried----

11. OTHER BUSINESS

a. Portable Pitching Mound

Council requested that the Parks and Recreation Department investigate the use of Portable Pitching Mounds, as a means to offer more diamond time to the various baseball leagues and age divisions.

b. Line Painting

The Manager of Public Works advised that he had contacted the County of Simcoe in regards to the line painting that had been recently washed away from the rain.

c. Request for Report – Licensing of Cats

Council requested that the Clerk’s Department bring a report forward in regards to licensing cats in Essa Township.

d. Request for Report – Site Alteration and Fill By-law

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

Council requested that a report be brought forward in regards to a new Site Alteration and Fill By-law/Policy. They requested that the report look at implications that are faced by municipalities. Council also supported that the municipality look at collecting more in fees and/or deposit securities for each application.

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

e. 5th Line Bridge Inspection – Ainley Group

Council authorized the Chief Administrative Officer to arrange for Ainley Group to perform a bridge inspection on the 5th Line Bridge.

12. ADJOURNMENT

Resolution No: CW131-2019 Moved by: Smith Seconded by: Henderson

Be it resolved that this meeting of Committee of the Whole of the Township of Essa adjourn at 7:59 p.m. to meet again on the 19th day of June, 2019 at 6:00 p.m.

----Carried----

Sandie Macdonald, Mayor

Lisa Lehr, Clerk

**THE CORPORATION OF THE TOWNSHIP OF ESSA
REGULAR COUNCIL MEETING
WEDNESDAY, JUNE 5, 2019**

MINUTES

A Regular Council meeting was held on Wednesday, June 5, 2019 in the Council Chambers of the Administration Centre, Township of Essa.

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

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

1. OPENING OF MEETING BY THE MAYOR

Mayor Macdonald opened the meeting at 7:59 p.m.

2. DISCLOSURE OF PECUNIARY INTEREST

Councillor White declared a direct interest on Item 5 (b) as he was the candidate identified in the applications requesting a compliance audit.

3. ADOPTION OF PREVIOUS MINUTES AND MOTIONS

Resolution No: CR123-2019 Moved by: Sander Seconded by: White

*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 15th day of May, 2019 be adopted as circulated.*

----Carried----

4. CONSENT AGENDA

Resolution No: CR124-2019 Moved by: Smith Seconded by: Sander

Be it resolved that the items listed in the Consent Agenda dated June 5, 2019 be approved as presented, and that the necessary action be taken.

----Carried----

A9-Letter of Congratulations to be sent. Council also confirmed that the Chief Administrative Officer is to continue working with the Friends of Utopia and the NVCA on the Utopia Gristmill Lands Master Plan.

5. COMMITTEE REPORTS**a. Nottawasaga Police Services Board****Resolution No: CR125-2019 Moved by: Smith Seconded by: Henderson***Be it resolved that the minutes of the Nottawasaga Police Services Board from their meeting of April 24, 2019 be received.***----Carried----**

Councillor White declared a conflict on Item 5 (b). He vacated his seat for this portion of the meeting and did not vote or participate in any discussion on this Item.

b. South Simcoe Joint Compliance Audit Committee**Resolution No: CR126-2019 Moved by: Smith Seconded by: Henderson***Be it resolved that the minutes of the South Simcoe Joint Compliance Audit Committee from their meeting of May 10, 2019 be received.***----Carried----**

Councillor White resumed his seat for the remainder of the meeting.

c. Parks and Recreation Committee**Resolution No: CR127-2019 Moved by: Smith Seconded by: Henderson***Be it resolved that the minutes of the Parks and Recreation Committee from their meeting of May 29, 2019 be received.***----Carried----****6. PETITIONS****7. MOTIONS AND NOTICES OF MOTIONS****8. UNFINISHED BUSINESS****9. BY-LAWS****a. By-law 2019-47****Resolution No: CR128-2019 Moved by: Henderson Seconded by: White***Be it resolved that leave be granted to introduce By-law 2019-47, that being a By-law to prescribe rates of speed along portions of highways in the Township of Essa; and, that said By-law be read a first, and taken as read a second and third time and finally passed.***||****----Carried----**

b. By-law 2019-48

Resolution No: CR129-2019 Moved by: Smith Seconded by: White

Be it resolved that leave be granted to introduce By-law 2019-48, that being a By-law authorizing the Mayor and Clerk to execute the Wildland Fire Fighting Services Agreement with the County of Simcoe; and to repeal By-law 99-53; and, that said By-law be read a first, and taken as read a second and third time and finally passed.

----Carried----

c. By-law 2019-49

Resolution No: CR130-2019 Moved by: Smith Seconded by: White

Be it resolved that leave be granted to introduce By-law 2019-49, that being a By-law to appoint a Secretary-Treasurer to the Committee of Adjustment; and, that said By-law be read a first, and taken as read a second and third time and finally passed.

----Carried----

d. By-law 2019-50

Resolution No: CR131-2019 Moved by: White Seconded by: Sander

Be it resolved that leave be granted to introduce By-law 2019-50, that being a By-law to establish and assume for public highway purposes Greenwood Drive, Plan 51M-844, being all of PIN 58110-0861(LT); Maplewood Drive, Plan 51M-844, being all of PIN 58110-0863(LT); and Nadmarc Court, Plan 51M-844, being all of PIN 58110-0864(LT); and, that said By-law be read a first, and taken as read a second and third time and finally passed.

----Carried----

e. By-law 2019-51

Resolution No: CR132-2019 Moved by: Smith Seconded by: White

Be it resolved that leave be granted to introduce By-law 2019-51, that being a By-law to declare Surplus and Transfer, Release and Abandon the Easement over PT W 1/2 LT 30 Con 5, Essa Township; being PT 10 on 51R-26939 as in RO206949, being Part of PIN 58103-0248(LT); and, that said By-law be read a first, and taken as read a second and third time and finally passed.

----Carried----

10. QUESTIONS

11. CLOSED SESSION

Resolution No: CR133-2019 Moved by: Sander Seconded by: Smith

Be it resolved that Council proceed to a Closed Session in order to address matters pertaining to personal matters about an identifiable individual, including Municipal or local board employees; a proposed or pending acquisition or disposition of land for Municipal or local board purposes; and, labour relations or employee negotiations.

----Carried----

Council moved into Closed Session at 8:12 p.m.

MOTION TO RISE AND REPORT FROM CLOSED SESSION MEETING OF JUNE 5TH, 2019.

Resolution No: CR134-2019 Moved by: Henderson Seconded by: White

Be it resolved that Council rise and report from the Closed Session Meeting at 8:57 p.m.

----Carried----

- a. EMPLOYEE NEGOTIATIONS / IDENTIFIABLE INDIVIDUALS
Confidential Staff Report PD033-19 submitted by the Manager of
Planning and Development, re: Planning and Development Department
Staffing Reorganization.**

Resolution No: CR135-2019 Moved by: White Seconded by: Henderson

*Be it resolved that Confidential Staff Report PD033-19 be received; and
That the Manager of Planning and Development be authorized to proceed with
Option No. 2 as outlined in this Confidential Report.*

----Carried----

- b. IDENTIFIABLE INDIVIDUAL
PROPOSED OR PENDING ACQUISITION OR DISPOSITION OF LAND
Confidential Staff Report CAO023-19 submitted by the Chief
Administrative Officer, re: Proposed or Pending Acquisition or
Disposition of Land / Identifiable Individual.**

Resolution No: CR136-2019 Moved by: Smith Seconded by: White

*Be it resolved that Confidential Staff Report CAO023-19 be received for information;
and
That the Chief Administrative Officer be authorized to proceed with Option No. 2 as
outlined in this Confidential Report.*

----Carried----

**c. IDENTIFIABLE INDIVIDUAL
Confidential Staff Report CAO025-19 submitted by the Chief
Administrative Officer, re: Position of Manager of Public Works.**

Resolution No: CR137-2019 Moved by: Smith Seconded by: Henderson

*Be it resolved that Confidential Staff Report CAO025-19 be received for information;
and
That the Chief Administrative Officer be authorized to proceed with Option Nos. 2, 4,
5 and 6 as outlined in this Confidential Report.*

----Carried----

**d. PERSONAL MATTERS ABOUT AN IDENTIFIABLE INDIVIDUAL /
LABOUR RELATIONS OR EMPLOYEE NEGOTIATIONS
Correspondence from Identifiable Individual dated May 14, 2019.**

Resolution No: CR138-2019 Moved by: Smith Seconded by: White

Be it resolved that the correspondence dated May 14, 2019 be received.

----Carried----

**e. PERSONAL MATTERS ABOUT AN IDENTIFIABLE INDIVIDUAL
Correspondence from Resident dated May 14, 2019, re: Resident
Complaint.**

Resolution No: CR139-2019 Moved by: Henderson Seconded by: Smith

Be it resolved that the correspondence regarding a resident complaint be received.

----Carried----

12. CONFIRMATION BY-LAW

By-law 2019-52

Resolution No: CR140-2019 Moved by: Henderson Seconded by: Smith

*Be it resolved that leave be granted to introduce By-law 2019-52, that being a By-law to
confirm the proceedings of the Council and Committee of the Whole meetings held on
this 5th day of June, 2019; and that said By-law be read a first, and taken as read a
second and third time and finally passed.*

----Carried----

13. **ADJOURNMENT**

Resolution No: CR141-2019 Moved by: Smith Seconded by: Henderson

Be it resolved that this meeting of the Council of the Township of Essa adjourn at 9:01 p.m. to meet again on the 19th day of June, 2019 following Committee of the Whole.

----Carried----

Sandie Macdonald, Mayor

Lisa Lehr, Clerk

Essa Public Library Board
Minutes
Monday, April 29, 2019, 7:00pm
Angus Branch, Essa Public Library

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

1. Call to Order at 7:01pm by Vice-Chair J. Hunter

2. Approval of the Agenda
 2019: 028 Moved: KW Seconded: CC Carried
THAT the Agenda for April 29, 2019 be approved as printed and circulated.

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

4. Minutes of the Preceding Regular Meeting: March 25, 2019
 2019: 029 Moved: JB Seconded: AW Carried
THAT the Minutes of the March 25, 2019 Regular Meeting be approved as printed and circulated.

5. Business Arising from the March 25th Minutes.
 Re. Item 5 Reciprocal Borrowing Agreement with Georgian College is signed and effective for a five year term from April 1, 2019 to April 1, 2024.
 Re. Item 9e. Staff Training: Canadian Mental Health Association Training for staff arranged for June 14th.
 Re. Item 13.2 Accredited Public Libraries. Thirty-seven library systems in Southern Ontario are accredited; four of these are in Simcoe County: Collingwood, Innisfil, Penetanguishene, and Essa.

6. Communications:
 - 6.1 NPSS Letter (Mar 18) re. Commencement Awards.
 - 6.2 Thank you note from My Sister's Place Shelter. (Mar 25)
 - 6.3 Communication to Essa Council re. Georgian College Agreement (Mar 27)
 - 6.4 County of Simcoe IT communication, and QA (April 1)
 - 6.5 Empower Simcoe announcement (April 15)
 - 6.6 SOLS budget for 2019/20 (April 16)
 - 6.7 Communication to Simcoe County re. SOLS Services (Apr 24)

7. Chairperson's Remarks: (J. Hunter)

Funding for Ontario's two public library services (SOLS) and OLS North has been cut in half after Doug Ford's provincial government's budget was announced. This decision was made to help address the province's \$11.7 billion deficit.

Southern Ontario Library Service CEO Barbara Franchetto said that service (SOLS) will need to cut \$1.5 million from its approximately \$3 million annual budget this year. She could not immediately say how that will impact service levels or if it will result in layoffs of any of the agency's 42 staff members.

Both services provide support to hundreds of public libraries across the province including inter-library loans, book delivery and staff training. They also help libraries pool costs on a number of fronts to achieve operational efficiencies, Franchetto said.

Tourism, Culture and Sport Minister Michael Tibollo defended the cuts Thursday, saying that the government is not cutting local libraries, describing both Ontario library services as "arm's length agencies that have no involvement in the day-to-day operations of Ontario's public libraries."

In my view SOLS may not have involvement in the day-to-day operations of our library, but it certainly keeps Essa Public Library costs lower and helps us provide better service offerings through cost sharing initiatives. Inter-company loans, for example, provide a cost effective way to allow our patrons access to a far greater number of books and e-resources than we could afford otherwise.

Earlier today, Laura and I met for her annual performance review. Part of the review solicits the Board's Goals for the next reporting period. There were 2 points made:

- *Development of the next 4 year Strategic Plan in collaboration with the CEO.*
- *In light of the Provincial Government's cut to Public Library services: support the CEO in navigating the changes, support fundraising initiatives, and consult and recommend potential revision to programming and service levels, whilst holding to our responsibilities under the Public Libraries Act.*

As a library board and library staff, we will have to be resilient and creative in the coming months. Our local library budget has been set for this year and we will continue to be fiscally responsible as well as provide the best possible service and programming to our community.

Thank you all for your support now and in the future.

8. Treasurer's Report:

- 8.1 Reserve Funds to Dec 31, 2018 for Thornton Branch: \$12,485.00.
- 8.2 2018 Invoice to SCDSB for \$7,691.57 approved, cheque expected.
- 8.3 Budget Comparison from Essa Treasury to March 31, 2019.

2019: 030 Moved: KW Seconded: CC Carried
THAT the Treasurer's Report be received as printed and circulated.

9. CEO's Report, April 2019.

a. Essa Public Library and: Accreditation, SOLS, Simcoe County Library Co-operative, and the Regional Review.

b. Strategic Plan

Community Focal Point:

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

Destination to Imagine/Discover/Connect:

- Community One Read for 2019 "Confessions from the 9th Concession"
- Hobby Circle, French Conversation Circle drop-in programs
- Art workshops delivered at Angus Branch: Painting Party with Lisa Rosati, Encaustic Art with Dorothy Shelton, Parent & Child art with Lisa Harpell, Wet Felting for Moms & Kids with Angela Volk (May 11)

Successful Children & Youth:

- Thornton Page Turners: Youth Book Club continues
- Homeschool support; Special Needs support; French programs
- RBC Future Launch: Unleash your Future Grant
- Reciprocal borrowing with Georgian College established

Meaningful Customer Service:

- Customer Needs – Space assessment at Thornton Branch
- Space for Senior's to learn and connect
- Thornton Branch Interac equipment received
- Loss of Inter-Library Loan delivery service.*

c. Library Report (A. Wishart): March 2019

d. Facility & Furnishings

Thornton Branch: Donation campaign to update shelving extends to 2020.
 Fire Services plans to resurface parking area in the spring.
 Angus Branch: Exit ramp plan discussed with SCDSB and Essa Township Chief Building Officer.

e. Personnel, Meetings & Training:

- COMPASS meetings, MLS, CCFE (monthly)
- Essa Township Management Team, CEO (biweekly)
- Chief Librarian's IT Subcommittee (April 10, May 1)
- Chief Librarian's meeting (May 15)
- BlueCloud Analytics training, CEO, LT (April 30)
- SirsiDynix Admin Training, LT (May 16, 21, July 19)
- SOLS Trustee Workshop, CEO (May 4)
- First Aid Course for 4 staff members (April 1, 2)
- All staff updated WHMIS certification
- Program Assistant contracts in place
- CMHA Training for all staff (June 14)

f. Grants & Donations:

- 2019 Adjala-Tosorontio Contract \$5,000 payment received
- RBC Youth Futures: \$45,000.00 received
- Service Ontario Grant *cancelled*
- Canada Summer Jobs: Applied (CEO)
- Registered Charity Status to be renewed for 2019 (CEO)

g. Technology:

- County of Simcoe CAO moves all IT service-support from the Simcoe County Library Co-operative to the IT department, effective April 8th.
- 2019 Databases launched
- Computer replacements for 2019 received and installed.

h. Joint-Use Agreement: Updated Schedule C to be signed by Council and SCDSB. Working Committee Minutes from March 6th attached. Next Working Committee meeting scheduled for May 14th.

i. Community @ Thornton:

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

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

j. Outreach & Marketing:

EarlyOn programs on campus (CCFE), RBC Future Launch Grant cheque presentation (MLS). Interview with Alliston Herald re. SOLS cuts (CEO).

2019: 031 Moved: AM

Seconded: JB

Carried

THAT the CEO's Report be received as printed and circulated.

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

"What is SOLS and why do we need it?" handout and overview of the situation facing SOLS and Ontario public libraries due to budget cuts.

2019: 032 Moved: JB Seconded: AM Carried
THAT the action items discussed to make the provincial government aware that the cuts to SOLS will result in significant disruption of service and loss of efficiencies be undertaken swiftly.

11. Committee Updates:

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

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

11.3 Personnel Committee (Chairperson: J. Hunter)
2019 CEO Performance Review complete.

Committee of the Whole Policy Review:

11.4 Review of ADMIN:005, Planning Policy.

2019: 033 Moved: JB Seconded: KW Carried
THAT the Library Board approves updates to ADMIN:005 Planning Policy as circulated and attached.

Accessibility Requirements:

11.5 Accessibility in the Library Policy.

2019: 034 Moved: CC Seconded: AM Carried
THAT the Library Board replaces EPL LS006 AODA Customer Services Policies Procedures & Practices with EPL LS006 Accessibility in the Library Policy to address legislated AODA requirements, as circulated and attached.

11.6 Accessibility and Staff Policy

2019: 035 Moved: KW Seconded: JB Carried
THAT the Library Board replaces EPL HR014 IASR Policy with EPL HR014 Accessibility and Staff Policy to address legislated requirements, as circulated and attached.

Re-Accreditation process and Ontario Public Library Guidelines:

11.7 Technology Plan Review

2019: 036 Moved: CC Seconded: KW Carried
THAT the Library Board approves the Technology Plan for Essa Public Library as circulated and attached.

11.8 The 2018 Essa Public Library Annual Report will be available in May.

12. Closed Meeting: None required.

5a

13. Other Business:

13.1 Angus Branch ramp.

2019: 037 Moved: KW Seconded: CC Carried
THAT the Library Board directs the CEO to communicate plans for the Angus Branch ramp to the appropriate SCDSB representatives.

13.2 Simcoe County Library Co-operative and County support.
Value of Simcoe County Library Co-operative & County Services

13.3 Regional Review: (K. White)


13.4 AODA Customer Service training for Library Board members.
View link, date and sign the form, then return to CEO.

14. Next Meeting: Monday, May 27, 2019, 7:00 pm, Thornton Branch.

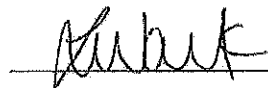
15. Adjournment

2019: 038 Moved: CC Carried
THAT the Meeting be adjourned at 8:48pm.

APPROVED: May 27th, 2019



Derek McKeever, Chairperson

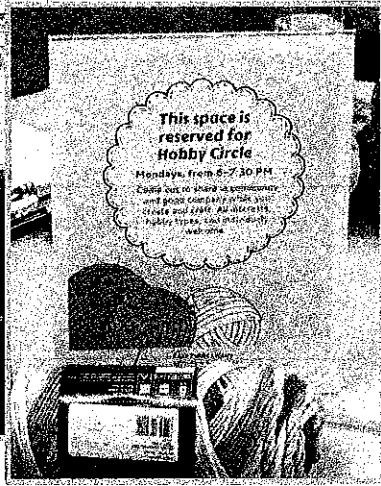


Laura Wark, CEO/Secretary-Treasurer

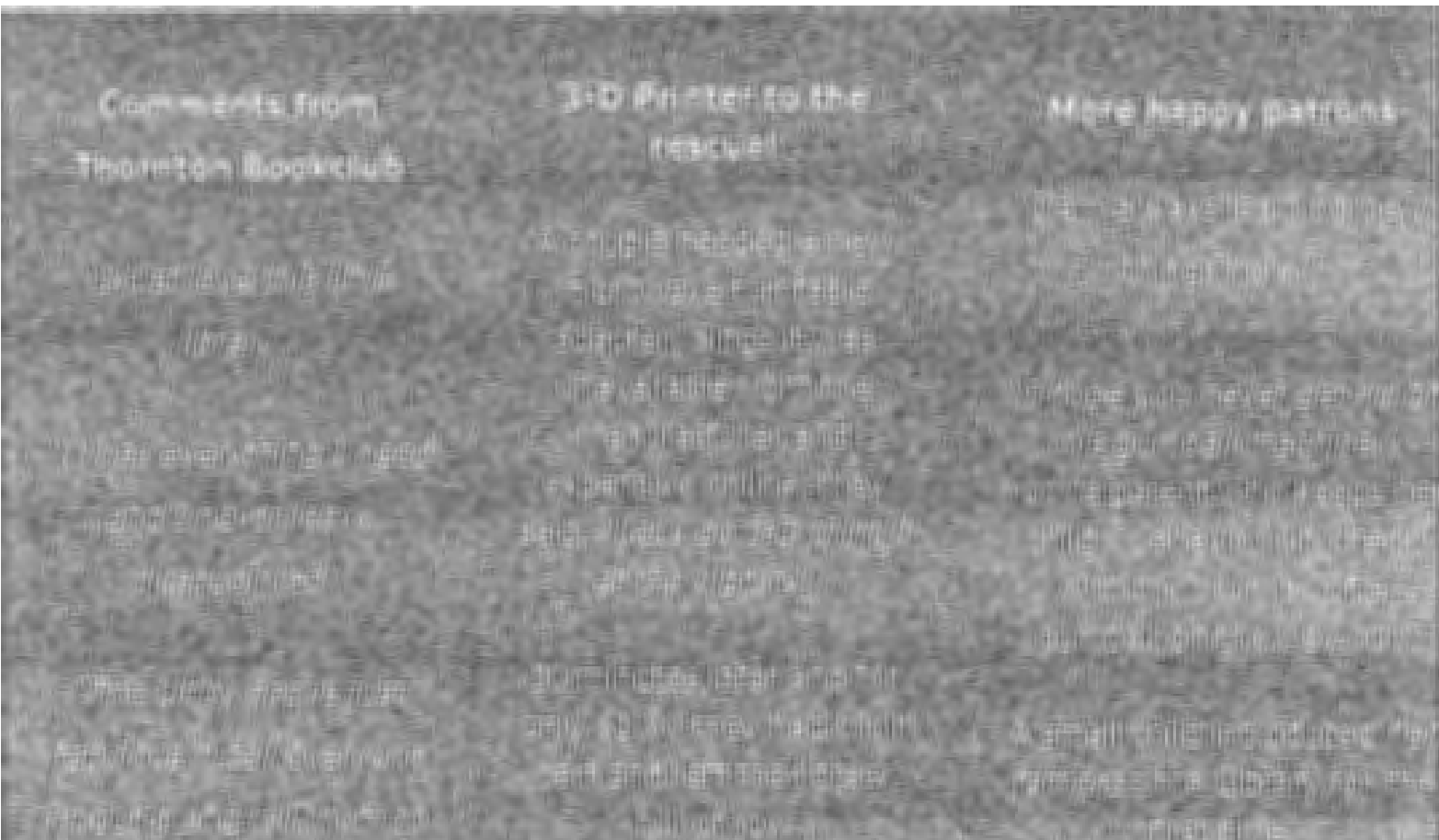
Outcome Measurements



Hobby Circle is a popular weekly program.



First Aid/CPR training offered at the Library.



Adults

- Angus - Book Clubs: 18
- Angus - Cookbook Club: 2
- Thornton -Book Clubs: 12
- Angus - Language Conversation Circle: 12
- Angus - Hobby Circle: 14
- Angus - Adult Movie Night (Dog's way home): 10
- Angus Tech Tutor: 2
- Thornton Tech Tutor: offered
- Exams: 7
- Angus - Life Long Learning Tibetan Singing Bowls: 16
- Angus - Community Garden: 11
- Angus - Learn to Run 5K: 21
- Angus - Local Artists' Displays: 2
- Angus - First Aid Training/CPR: 14
- Angus - South Simcoe Arts Council events:
 - Painting Party: 14
 - Encaustic Art: 8

Teens & 'tweens

- Angus - Tween Area: 8
- Angus - Teen Central (after school): 14
- Angus - Tutoring Sessions in Teen Central/Quiet Study: 40
- Thornton - Page Turners 'Tween Book Club: 7

Angus - "Unleash your Future" events:

- RBC Foundation Presentation: 45
- Drumming Workshop: 58
- Clean your plate nutrition Workshop: 13
- Art Brain Therapy: 14
- Core Exercise Workout: 11

Other

- Homebound delivery offered at both branches
- Angus - MakerSpace: 2
- Thornton - Maker Space: offered

Kids

- Angus - JUMP Club: 67
- Angus - Wiggles & Giggles Storytime: 35
- Angus - Storytime: 98
- Thornton - Storytime: 53
- Angus - French Storytime L'heure du Conte: 54
- Angus - Storydogs' sessions: 75
- Thornton - Storydogs' sessions: 15
- Angus - Build with Lego: 12
- Angus - Outreach @ EarlyON: 21
- Angus - Author Event, Carolyn Morris: 85
- Angus - South Simcoe Arts Council event, Parent & Child Art: 5



Circulation Totals and Analysis: April 2019

58

CIRCULATION	Apr. 2018	Apr. 2019	YTD 2019
Angus Branch	9,488	9,557	36,344
Thornton Branch	1,649	1,665	6,344
Angus Branch Computer Use	537	505	2,166
Thornton Branch Computer Use	43	66	192
Angus Branch Wireless Use	1,031	1,397	5,324
Thornton Branch Wireless Use	262	364	1,377
eAudio & eBooks	700	742	2,829
TOTALS:	13,710	14,296	54,576

Circulation Analysis	Apr. 2018	Apr. 2019	YTD 2019
Print	5,262	4,922	19,112
Non-Print	5,636	6,172	22,923
Computer Use/Internet/Wireless	1,873	2,332	9,059
eAudio Books	200	257	914
eBooks	500	485	1,915
Interlibrary Loan: Borrowed	177	101	539
Interlibrary Loan: Lent	62	27	114

Materials Used In-Library	Apr. 2019	YTD 2019
Angus Branch	240	967
Thornton Branch	24 126	415

Library website visits	3,444	YTD 2019 13,721
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E-resources sessions	519	YTD 2019 1,137
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New Members		YTD 2019
Angus Branch	61	272
Thornton Branch	5	18

April Library Highlights

Cute little baby animals loved coming to the Library in April. Chicks, goats and bunnies were a hit!



*Library Report by
Angie Wishart, 2019*

06

THE CORPORATION OF THE TOWNSHIP OF ESSA

BY-LAW 2019 - 54

Being a By-law to appoint a Manager of Public Works for the Corporation of the Township of Essa.

WHEREAS Section 227 (c) of the *Municipal Act*, 2001, c. 25, as amended, stipulates that it is the role of the officers and employees of a municipality to carry out duties assigned by the municipality; and

WHEREAS the Council of the Corporation of the Township of Essa deems it expedient to appoint a Manager of Public Works for the administration and enforcement of Municipal By-laws;

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

1. That Bob Morrison be and is hereby appointed as the Manager of Public Works for the Corporation of the Township of Essa, and shall have the title as such until such a time as he is no longer employed by the Corporation of the Township of Essa.
2. That Bob Morrison shall perform all duties required to be performed by the Manager of Public Works under any statutory authority, and any other lawful duties that may be imposed by the Chief Administrative Officer and/or Council. Said duties shall include, but not be limited to, administration and enforcement of Municipal By-laws, in addition to those forming the job description for the Manager of Public Works position. The job description shall be marked as Schedule "A" attached hereto and form part of this By-law.
3. That this By-law shall come into force and take effect immediately upon the approval of Council.

READ A FIRST, AND TAKEN AS READ A SECOND AND THIRD TIME AND FINALLY PASSED on this the 19th day of June, 2019.

Sandie Macdonald, Mayor

Lisa Lehr, Clerk

9a



THE CORPORATION OF THE TOWNSHIP OF ESSA

POSITION DESCRIPTION

MANAGER OF PUBLIC WORKS

POSITION: Manager of Public Works
DEPARTMENTS: Public Works/Roads
REPORTS TO: Chief Administrative Officer (CAO)

POSITION DETAILS:

Position Status: Full Time
Pay Method: Salary
Normal Work Week: 35 hours (8:30 A.M. to 4:30 P.M. generally)
Overtime Status: unpaid, 5 days off in lieu of overtime; plus 2 floater days if attends at least 75% of Council meetings

PURPOSE and SCOPE:

To plan, promote, develop, direct and administer a comprehensive program of construction and maintenance of the public works functions, public streets, bridges, culverts, sidewalks, drainage and other road works, within the guidelines of Council policy, and to oversee the contracts for the operation of water and waste water distribution and treatment systems.

SPECIFIC DUTIES:

1. Provides leadership, guidance and direction to supervisory and supporting staff in the implementation of the roads and public works functions. Hires, trains, schedules, evaluates and disciplines staff in accordance with established policies and procedures.
2. Develops and administers maintenance programs for the operation and rehabilitation of roads, bridges, public works, water and waste water distribution and treatment systems. Manages inventory of equipment, facilities, supplies, vehicles required for roads and public works, construction and maintenance programs, ensures all equipment is maintained and repaired promptly to eliminate breakdown and safety hazards.
3. Develops and recommends policies, procedures, standards, plans and programs relative to roads and public works and provides advice to the CAO and/or Council on same. Monitors, reviews and evaluates administrative and service delivery processes with a view to enhance and adopt a "best practices" approach and takes action for performance enhancement; prepares periodic reports to the CAO and Council on services delivery changes and program/performance enhancements, plus other matters of concern.
4. Prepares annual capital and operating budgets for roads, public works and drainage maintenance, storm water management, and presents budgets to the CAO and/or Council for approval.
5. Oversees the Township's infrastructure and capital construction programs; oversees the applicable Township standards; monitors processes and facilitates the resolution of

TOWNSHIP OF ESSA – POSITION DESCRIPTION

Manager of Public Works

Page 2

problematic issues; oversees and directs the development of engineering, transportation/roads, water, wastewater and cemetery management strategies. Prepares proposals/specifications for new and replacement vehicles including Goods and Services in accordance with the Township's Procurement and Acquisition Policies.

6. Oversees and supervises the contracts for the operation of the Township's water and waste water distribution and treatment systems, plus transit services.
7. Coordinates assigned activities with other Township Departments and outside agencies, including the sharing of public works equipment and staff with other departments and/or borrowing equipment and staff from other departments.
8. Participates as a member of the Township's Senior Management Team; acts as a project leader (when assigned) on corporate wide improvement projects, and assists in Strategic Planning.
9. Prepares reports/recommendations and attends Council, Council/Committee, and other public meetings and events; makes presentations and provides advice/guidance on strategies and new or pending legislation and regulatory guidelines.
10. Respond to and/or coordinate staff for weekend and after hour emergency calls for service relating to heavy snow, flooding, watermain and sanitary sewer breaks, structure failures, windstorms, etc.
11. Conducts regular inspections of municipal roads and road construction and/or maintenance projects.
12. Prepares, recommends for approval, and administers all contracts relating to public works, road and bridge maintenance and rehabilitation. Supervises the work of outside contractors and tradespeople on special construction and repair projects.
13. Representation of the Department with individual citizens, community groups/associations, commercial and industrial interests, the written and electronic media; liaison with regulatory officials at the federal, provincial and municipal levels; representation of the Township in Court/OMB proceedings.
14. To provide comment on planning issues such as zoning by-laws, subdivision and development agreements, severances, variances and site plan agreements.
15. Performs the duties of Drainage Superintendent, Tile Drainage Inspector and Flood Coordinator. Conducts regular inspections of municipal drains and supervises construction and/or maintenance activities on same in accordance with the Engineer's report that is adopted through by-law for the respective drains, under the provisions of the Drainage Act.
16. Responsible for effective risk management, liability control and due diligence measures.
17. Performs other duties as assigned by the CAO and/or Council.

96

TOWNSHIP OF ESSA -- POSITION DESCRIPTION
Manager of Public Works
Page 3

HEALTH AND SAFETY:

Health and safety responsibilities include the following:

- ensure the working environment is maintained in a healthy and safe condition;
- provide ongoing safety education, including but not restricted to WHMIS and First Aid;
- ensure risk assessment and job hazard analysis is completed for each job or action in consultation with the Supervisor;
- provide standard operating procedures that include safe work practices in consultation with the Supervisor;
- evaluate the health and safety performance of subordinates and divisions;
- provide first aid facilities as required;
- ensure that personal protective equipment, where required, is provided and used;
- investigate and report accidents/cases of occupational disease to appropriate authority;
- be familiar with the applicable requirements of the Occupational Health and Safety Act and Regulations to ensure compliance;
- understand and enforce the Township's Health and Safety Policies and Procedures;
- advise each worker of the existence of any potential or actual danger to the health and safety of the worker, of which the supervisor is aware;
- take every reasonable precaution in the circumstances for the protection of the worker;
- ensure workers receive proper training and instructions prior to commencement of work;
- identify and inform superiors of occupational health and safety concerns.

HUMAN RESOURCES:

- Supervises all personnel in the public works, roads maintenance and construction function. Directly supervises 1 Supervisor and 2 Assistant Supervisors and indirectly supervises members of work crews, including equipment operators, truck drivers, labourers, and clerical staff. The incumbent schedules and assigns work to the Supervisor and/or other subordinates and makes recommendations regarding hiring, progressive discipline, terminations, and performance appraisals of subordinate staff.
- Ensures that all contractors and sub-contractors carry out the duties and responsibilities outlined in the respective contract(s).

FINANCIAL RESOURCES

- Prepares and is accountable for annual Public Works, Roads and Drainage Maintenance operating and capital budgets, and presents same to the Treasurer, CAO, and Council.
- As approved by Council, administers budgets in excess of approximately \$5,000,000.00.
- Authority and accountability for departmental finance and accounting including but not limited to operating and capital budgets, capital forecasting, revenues, expenditures, payrolls, controls within the corporate framework.

MATERIAL RESOURCES

- Ensures the safe operation and management of large equipment, vehicles and supplies such as trucks, graders, dozers, gradalls, sidewalk machines, etc.

SKILL & EFFORT - Knowledge

- A College Diploma in engineering with the Certified Engineering Technologist (CET) designation from the Ontario Association of Certified Engineering Technicians and Technologists is preferred,

TOWNSHIP OF ESSA – POSITION DESCRIPTION

Manager of Public Works

Page 4

or equivalent.

- A minimum of seven (7) years of management or supervisory experience in a municipal infrastructure environment or construction/maintenance field.
- Certified Road Supervisor designation.
- Thorough knowledge of construction and maintenance techniques including equipment and heavy machinery operation as normally acquired through post secondary education in an engineering discipline combined with several years of related experience.
- Strong supervisory and administrative skills to plan, organize and implement public works, road maintenance and construction activities, including developing work schedules for such work.
- Good understanding of and ability to interpret policies, regulations, acts and guidelines pertaining to the roads and public works functions, drainage and tile installation and overseeing water and waste water distribution and treatment contracts. Good working knowledge of the operation and technology of water and waste water systems.
- Demonstrates excellent communication skills with staff, colleagues, management, elected officials and the public.
- Excellent project and time management, analytical, problem solving, facilitation, negotiation skills.
- Demonstrated knowledge of engineering requirements for technical solutions and maintenance requirements of municipal services.
- Collaborative staff leadership and supervisory skills.
- Computer literacy utilizing GIS, spreadsheet and presentation software; SCADA and the Internet.
- Be able to work in an office and do field inspections as required.
- Be able to set objectives and establish an approach to reaching those objectives when completing a task.
- Have a valid Driver's License.

SKILL & EFFORT - Physical

- Good physical condition required to conduct inspections.

DECISION MAKING AND JUDGEMENT:

- Work is performed under the direction of the CAO and/or Council.
- Must have excellent financial management, budgeting, interpersonal, communications and problem solving skills.

Judgement is Exercised in:

- Supervising employees of the Roads and Public Works Departments, implementing appropriate training and development programs and evaluating performance of subordinates.
- Determining the priority of repair and construction of road and public works operations.

INTERPERSONAL SKILLS

- **Internal** - With the Chief Administrative Officer to discuss operational, management and policy issues. With the Treasurer regarding payment of accounts and budget estimates and expenditures. With the Township Engineer concerning development proposals and projects.
- **External** - With the general public to explain drainage, public works, water and waste water, road maintenance operations and to respond to questions and complaints. With the Public Works supervisors in other municipalities to obtain information on various road related issues. With the appropriate Provincial Ministries relative to grant programs and statutes. With tradespeople and

9a

TOWNSHIP OF ESSA – POSITION DESCRIPTION
Manager of Public Works
Page 5

contractors to purchase equipment and services. With developers concerning their subdivision proposals. With the Township’s Engineer or Solicitor concerning advice, litigation, legal documents, by-laws, deeds, easements, etc.

WORKING CONDITIONS

Physical Environment (nature of physical environment, exposure to hazards/risk of injury):

- Works in an office environment approximately 80% of regular work week. Combination of standing, walking and sitting at a computer and at meetings.
- Travels to work sites in order to monitor the progress of projects.
- At certain times, the Manager of Public Works may have to work in excess of their normal workweek.

Mental Environment (frequency of interruptions, contact with public, deadlines, control of work schedule):

- Occasionally deals with evening and weekend emergencies but must be available for such purpose.
- Often required to work beyond usual office hours with some interruption at home in the evenings and on weekends to answer inquiries and respond to emergencies.
- Regularly attends meetings which convene outside of normal working hours.
- Ability to communicate effectively with the public, elected officials and all levels of municipal employees as well as deal with several different requests and issues simultaneously during an average work day. Sometimes exposed to irate residents and other individuals.
- There are many interruptions. Decisions must be made quickly. Tight deadlines must be met. Problems to be addressed are complex and varied.

Revised: May 2019

ACKNOWLEDGEMENT:

I hereby acknowledge that the above duties and responsibilities are generally the main duties and responsibilities that are performed in this position.

Signature:

Print name

Position Description approved by:

Colleen Healey-Dowdall, CAO

Date: _____

THE CORPORATION OF THE TOWNSHIP OF ESSA

BY-LAW NO. 2019 – 55

A By-law to amend the Township of Essa's Site Alteration and Fill By-law [2015-64].

WHEREAS Section 142 of the *Municipal Act*, 2001, Chapter 25, provides that Council of a local municipality may pass By-laws to:

- (a) prohibit and/or regulate the *placing* or *dumping* of *fill*;
- (b) prohibit and/or regulate the removal of *topsoil*;
- (c) prohibit and/or regulate the alteration of the *grade* of the land; and,

WHEREAS at its meeting of September 16, 2015, Council passed By-law 2015-64, to prohibit or regulate the placing or dumping of fill, soil stripping and/or alteration to the grade of lands in areas of the Township of Essa; and

WHEREAS By-law 2015-64 delegates the authority for administration and enforcement of By-law 2015-64 to "Inspectors", specifically the Manager of Public Works, the Chief Building Official and the Municipal Law Enforcement Officer;

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

- 1. That Section 8.3 of By-law 2015-64 be and is hereby amended to read as follows:

8.3 Where approval or exemption has not been granted and any person is in contravention of this By-law, **the Chief Building Official**, Municipal Law Enforcement Officer or the Manager of Public Works may issue an Order for removal requiring the person to restore the land to the condition it was prior to the commencement of such work to the satisfaction of the Manager of Public Works within the time set out in the Order.

- 2. That this By-law shall take effect and come into force and effect upon final passage hereof.

READ A FIRST, AND TAKEN AS READ A SECOND AND THIRD TIME AND FINALLY PASSED on this the 19th day of June, 2019.

Sandie Macdonald, Mayor

Lisa Lehr, Clerk

9c

THE CORPORATION OF THE TOWNSHIP OF ESSA

BY-LAW 2019 - 56

A By-law of the Corporation of the Township of Essa to establish and assume for public highway purposes Block 70, Plan 51M-1129, Township of Essa, County of Simcoe.

WHEREAS the Municipal Act, S.O. 2001, c. 25, Sections 27 and 31, authorizes municipalities to pass by-laws for establishing and assuming highways for public highway purposes; and

WHEREAS PIN 58104-0891(LT) being Reserve Block 70, Plan 51M-1129, Township of Essa, County of Simcoe, was conveyed in fee simple to The Corporation of the Township of Essa on _____, 2019 by Instrument Number SC*;
and

WHEREAS the Council of The Corporation of the Township of Essa deems it necessary and expedient to establish as a highway for public highway purposes the following lands:

Reserve Block 70, Plan 51M-1129, Township of Essa, County of Simcoe, being all of PIN 58104-0891(LT).

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

1. That the following land is hereby established as a highway and assumed by The Corporation of the Township of Essa for public highway purposes as part of Bank Street:

Reserve Block 70, Plan 51M-1129, Township of Essa, County of Simcoe, being all of PIN 58104-0891(LT).

2. This by-law takes effect and comes into force on and from the date it is passed by Council.
3. This by-law shall be registered on title in the Land Registry Office for the County of Simcoe to give notice to all parties.

READ A FIRST TIME AND TAKEN AS READ A SECOND AND THIRD TIME AND FINALLY PASSED on this the 19th day of June, 2019.

Sandie Macdonald, Mayor

Lisa Lehr, Clerk

THE CORPORATION OF THE TOWNSHIP OF ESSA

BY-LAW 2019 - 57

A By-law to Authorize the Execution of and enter into an Extra-Strength (Sewer) Surcharge Agreement with Georgian Bay Cremation Services Limited located at 207 Mill Street, being Lot 26, Plan 1416, Township of Essa, County of Simcoe.

WHEREAS the Council of the Corporation of the Township of Essa is empowered to enter into agreements for the discharge of industrial or commercial waste pursuant to Township of Essa By-law 2015-18; and

WHEREAS at its meeting of September 6, 2017, Council passed Resolution CW148-2017, authorizing an Agreement to be prepared by the Township's solicitor outlining acceptable discharge parameters for the effluent from the bio-cremation process at 207 Mill Street in Angus; and

WHEREAS the Township and the tenants of land known as Lot 26, Plan 1416, agree to enter into this Extra-Strength (Sewer) Surcharge Agreement in order to permit the tenant to carry on a Bio-Cremation facility and allow for the exceedance to Township By-law 2015-18 on the lands in accordance with the specific conditions set out in the Agreement pertaining to these lands.

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

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

READ A FIRST, AND TAKEN AS READ A SECOND AND THIRD TIME AND FINALLY PASSED on this the 19th day of June, 2019.

Sandie Macdonald - Mayor

Lisa Lehr - Clerk

9d

EXTRA STRENGTH SURCHARGE AGREEMENT

THIS AGREEMENT made the day of , 2019

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF ESSA

(Township)

-And-

GEORGIAN BAY CREMATION SERVICES LTD.

(Company)

PREAMBLE:

- A. Pursuant to the provisions of *The Municipal Act, 2001*, RSO 2001, c.25 as amended (the "Municipal Act"), the Township owns and operates a Sewage Works as that term is defined in the *Ontario Water Resources Act*, R.S.O. 1990, c.40 (the "Sewage Works").
- B. "Sewage" where used anywhere in this Agreement, shall also mean "wastewater" and vice versa; and shall be defined as in the *Ontario Water Resources Act*, R.S.O. 1990, c.40.
- C. A component of the Sewage Works includes a sewage treatment plant (the "Plant").
- D. The Plant is governed by a Certificate of Approval issued pursuant to Section 53 of the *Ontario Water Resources Act*, R.S.O. 1990, c.40.
- E. Township By-law No. 2015-18, being a By-law to regulate the Discharge of Sewage, Storm Water and Land Drainage into the municipal infrastructure completely prohibits the discharge of certain substances, and prohibits the discharge of certain substances in quantities in excess of the limits set by

By-law No. 2015-18, but provides that the Township may permit the discharge of industrial or commercial waste which would otherwise be prohibited by the said By-law to an extent fixed by an agreement with the Township, under such conditions with respect to payment or otherwise as may be deemed necessary to compensate for any additional costs of treatment and as may be in the best interests of the Township.

- F. Section 8 of the Municipal Act provides the Township with broad powers to enable it to govern its affairs as it considers appropriate.
- G. Joe Van Leeuwen, Jack Van Leeuwen and Casey Van Leeuwen (the "Owners") own the Premises located at 207 Mill Street plus other adjacent premises all described in one PIN as Lot 26, Plan 1416, Essa, Township of Essa, County of Simcoe, being all of PIN 58105-0168 (LT) (the "Property") as described in Schedule "A".
- H. Bridges Funeral Home rents property located at 207 Mill Street, Angus, in the Township of Essa (the "Premises") as the tenant (the "Tenant").
- I. The Company intends to sublet the Premises from the Tenant and carry on the business of a cremation facility known as Georgian Bay Cremation Services Ltd. on the Premises at the Property.
- J. The Company applied to the Committee of Adjustment for the Corporation of the Township of Essa for a variance to Zoning By-law 2003-50 for permission to allow a cremation facility in Commercial (C2) zoning.
- K. The Committee of Adjustment agreed to grant the request for a variance to allow for exceedance to Township By-law 2015-18, subject to the condition that the Company enter into an Extra Strength Surcharge Agreement (the "Agreement").
- L. The Company has agreed to contribute to the cost of operation of the Sewage Works, and the Township has agreed to allow the Company to discharge wastewater to the Sewage Works which would otherwise be prohibited by By-law 2015-18.
- M. The Company owns and operates an alkaline hydrolysis unit (the "Unit") on the Premises, and the Unit will generate wastewater requiring treatment at the Plant.

N. The Company agrees to continually operate and maintain, at their sole cost, the regulation of the level of pH and the temperature of the discharge from the Unit.

NOW THEREFORE in consideration of the sum of One Dollar (\$1.00) now paid by each of the Parties to the other and for other good and valuable consideration (the receipt and sufficiency whereof is acknowledged by the execution of this Agreement) and in consideration of the promises, covenants and agreements contained herein, the Parties covenant and agree as follows:

1. Preamble Deemed True

1.1 The Company and the Township agree that the Preamble is deemed to be true and shall be incorporated into the Agreement.

2. Company Defined

2.1 The word Company where used in this Agreement includes an individual, an association, a partnership or a corporation. Where this term is used it shall be construed as including the plural.

3. Company's Expense

3.1 The Company agrees to be responsible to satisfy all requirements of the Agreement at no expense to the Township and acknowledges that all Company's obligations as set out in the Agreement are deemed to include the words "at the expense of the Company" and "to the Township's satisfaction".

4. Conformity with Agreement

4.1 Nothing shall be performed on the Premises or discharged from the Premises except in conformity with the provisions of this Agreement (including all Schedules).

5. Term

5.1 The Term of the Agreement shall be two (2) years from the date of execution by the Township.

5.2 The term of the Agreement will automatically renew at the end of each two-year term unless terminated by either party in accordance with Item 6. Termination of this Agreement.

6. Termination

6.1 The Agreement may be terminated by either party at any time on sixty (60) days' written notice sent by registered mail to the addresses set out herein.

6.2 This Agreement may be terminated by the Township upon failure by the Company to pay the Excess Loading Payment after ninety (90) days' notice in writing is given by the Township to the Company of said default. Such written notice shall be sent by registered mail.

9d

6.3 The Township reserves the right to terminate the entry of wastewater into the Sewage Works from the Company due to breach of this Agreement. Prior to taking the above action against the Company, the Township shall notify the Company by registered mail at least ninety days of such intent to terminate wastewater collection service.

6.4 The Township reserves the right to immediately terminate the entry of wastewater to the Sewage Works from the Company under emergency conditions if there is clear evidence that wastewater from the Company has the potential to cause significant damage to the Sewage Works, hydraulic overloading of the Sewage Works (and associated pumping stations and forcemains), that there is strong evidence that such wastewater would cause an imminent human health risk, or there is strong evidence that the wastewater discharge from the Company has severe and demonstrated detrimental effects on the operation of the Plant. Such actions by the Township to terminate introduction of wastewater from the Company shall only be undertaken under conditions deemed to be an emergency situation by the Township, and under such emergency conditions, the Township will make all efforts to immediately notify the Company by phone, facsimile transmission, email or other communications, including direct visits to the Company in the Township, that such emergency action is necessary.

7. Payments Under Termination

7.1 If the Township terminates the Agreement under Section 6 of the Agreement, such termination will not relieve the Company from its liability to make any payments required under this Agreement until the date of termination.

8. Survival of Obligations

8.1 The obligations of the parties under this Agreement shall survive:

8.1.1 Any changes to the Sewage Use By-law, unless such changes would cause the Township to be in contravention of any provision of the Certificate of Approval, equivalent permit, license or Federal or Provincial Legislation or Regulation;

8.1.2 Any changes in the corporate status of the Company;

8.1.3 Any changes in the Certificate of Approval, or equivalent permit, license or approval for Sewage Works, unless such changes would cause the Township to be in contravention of any provision of the Certificate of Approval, equivalent permit, license or Federal or Provincial Legislation or Regulation;

8.1.4 Any changes in the operation of the processing plant, regardless of the magnitude or significance of the change;

28

- 8.1.5 Any changes in the Sewage Works, including the entire decommissioning of the Plant and the creation of alternative sewage treatment facilities to the Plant.

9. Treatment Capacity

- 9.1 The Township shall provide to the Company sufficient treatment capacity at the Plant, or otherwise, such that the Company shall be able at all times during the term of this Agreement to discharge to the Sewage Works, the following:

- 9.1.1 Sewage, exclusive of storm water and drainage (storm water and drainage collectively referred to as "Storm Water", as defined in the *Ontario Water Resources Act*, R.S.O. 1990, c.40).
- 9.1.2 Sewage, of which the biochemical oxygen demand ("BOD") is limited to a maximum of 35,000 mg/L.
- 9.1.3 Sewage, of which the Total Suspended Solids ("TSS") is limited to a maximum of 15,000 mg/L.
- 9.1.4 Sewage, of which the Total Phosphorous (TP) is limited to a maximum of 250 mg/L.
- 9.1.5 Sewage, of which the Total Kjeldahl Nitrogen (TKN) is limited to a maximum of 750 mg/L.

10. Wastewater Discharge

- 10.1 It is understood that:

- 10.1.1 Under no circumstances shall the Company introduce any wastewater or sewage into the Sewage Works which is not generated on the Lands.
- 10.1.2 All wastewater from the Company shall be combined in a single discharge pipe before discharge to the Sewage Works. Such discharge pipe shall be constructed, operated and maintained at the sole expense of the Company on property owned by the Company. Such discharge pipe shall convey all process wastewater and domestic wastewater generated by the Company.

11. Exceedance

- 11.1 The Company may discharge sewage to the Sewage Works with constituents in the concentrations indicated below notwithstanding that the constituents are in excess of the permitted concentrations for discharge in the Sewer By-law or any other By-law:

Total Suspended Solids	1,100 mg/L
Biochemical Oxygen Demand	13,000 mg/L

11.2 Notwithstanding the above, the Company shall only be entitled to discharge total BOD and TSS loads up to those limits stipulated in Clause 9.1.2.

12. Payment by Company

12.1 The Company shall pay to the Township for discharge of sewage to the Sewage Works with a concentration of a biochemical oxygen demand in excess of 300 mg/L and total suspended solids in excess of 350 mg/L, a sum which is calculated in accordance with this paragraph:

12.1.1 "Discharge" means the average volume of sewage discharged per cycle, by the Company.

12.1.2 "BOD Concentration" means the average biochemical oxygen demand present per cycle, as determined by the manufacturer.

12.1.3 "TSS Concentration" means the average total suspended solids present per cycle, as determined by the manufacturer.

12.1.4 "Excess Loading" equals:

$$\frac{(BOD\ Conc. - 300\ mg/L) + (TSS\ Conc. - 350\ mg/L) \times Discharge\ (m^3)}{1000}$$

where mg/L and mg/kg means milligrams per litre and milligrams per kilogram, respectively.

13. Excess Loading Payment

13.1 For each kilogram of Excess Loading, as calculated above, the Company shall pay to the Township the sum of \$0.26 (the "Excess Loading Payment"). The Excess Loading Payment shall be calculated on a quarterly basis and three months of Excess Loading payments shall be paid within forty-five (45) days from the last day of March, June, September and December in each year. The Company shall provide quarterly logs on the number of discharges that have taken place. Such reporting of the above data shall be in a form and of sufficient detail to the satisfaction of the Township.

13.1.1 Payment for the Excess Loading Payment shall begin upon commissioning of the Unit;

13.1.2 The initial sum of \$0.26 per kg of Excess Loading, as described above, may increase on January 1st of each year to reflect changes in the Township's User Fees By-law. Insofar as the new fee is not available until sometime after January 1st of each year, the sum shall be retroactively adjusted from the date that the fee is available.

14. Interest

14.1 In the event that the Company fails to pay to the Township any sums owed to the Township pursuant to this Agreement, interest shall accrue on such unpaid sums at a rate equal to the prime interest rate charged by the Township's normally used financial institution to its most creditworthy customers for business loans.

15. Record Keeping

15.1 The Company shall undertake the following activities and shall maintain and provide the following records to the Township:

15.1.1 The Company shall collect representative samples of their process wastewater for analysis by an accredited analytical laboratory. Such accredited analytical laboratory shall be approved by the Township. The Company shall provide all biochemical oxygen demand and total suspended solids analysis data to the Township for review within forty-five (45) days from the last day of the quarterly payment;

15.1.2 As part of the report to the Township, copies of the original analytical results reported by the analytical laboratory will be included, upon request by the Township;

15.1.3 All costs to collect samples and complete analysis of wastewater samples will be at the sole cost of the Company. Samples of wastewater will be collected five times within the first quarter to determine the average BOD and TSS concentrations in the discharge. These concentrations will be used as the BOD and TSS concentration value used in the Excess Loading calculation. Once the average is established, samples of wastewater will be collected on a quarterly basis during the first year, and if the Township is satisfied with the sampling results, sampling can continue semi-annually. At any time, the Township may request the Company to conduct more frequent sampling if the Township deems it necessary;

15.1.4 Analysis of the above parameters shall be completed by Standard Methods as defined by the By-law. Results of all analysis shall be reported in milligrams per liter.

16. Non-Compliance

16.1 In the event that the wastewater discharged by the Company does not comply with requirements of Paragraphs 9.1.1 and 9.1.2, and Clause 12 at all times, the Township shall be notified immediately by the Company in person and in writing that such violation of the Agreement has occurred, the nature of the violation, and how, and when, such violation shall be corrected. Similarly, the Township shall notify the Company henceforth in writing if such violation of the Agreement has been observed to occur by the Township. The Company shall respond within 24 hours of such written notification from the Township of how, and when, such violation shall be corrected.

17. Approvals/Applicable Laws

17.1 The Company agrees and confirms that it will obtain all necessary permits and approvals from the Government of Canada, Province of Ontario, the County of Simcoe, the Township, the Nottawasaga Valley Conservation Authority, the Ministry of the Environment and Climate Change, the Ontario Clean Water Agency ("OCWA") and any other authority having jurisdiction, that may be required for the use of the Premises pursuant to the Agreement at the Company's expense. Nothing in the Agreement shall relieve the Company from compliance with all applicable statutes, laws, by-laws, regulations, notices, ordinances, orders or policies established by any governmental body that may have jurisdiction over the Premises.

17.2 In operating its business on the Premises, the Company shall comply with all statutes, laws, by-laws, regulations, notices, ordinances, orders and requirements of governmental or other public authorities having jurisdiction. Without limiting the generality of the foregoing, the Company 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 Company further agrees to handle and dispose of all materials in accordance with the foregoing legislation.

17.3 The Company 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 or the Agreement.

9d

17.4 The Company 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 Company and if action is taken the Township shall be entitled to draw upon any security deposited by the Company with the Township under the Agreement or otherwise.

17.5 The Company agrees to be responsible for any additional costs incurred by the Township and/or the OCWA for monitoring, addressing or enforcing any provision of the Agreement.

18. Entry by Township and Ontario Clean Water Agency

18.1 The Company authorizes the Township, its Council, employees, contractors or agents, and employees of the OCWA to enter onto the Premises or any part thereof as well as any buildings erected thereon, to ensure that any services or facilities required to be provided, constructed, or installed or used by the Company comply with the Agreement. The Company agrees to provide the Owner's and Tenant's consent to allow the Township and/or OCWA to enter onto the Property and the Premises as required pursuant to this Section and the Agreement.

19. Cash Deposit

19.1 The Company agrees to provide the Township with a cash deposit in the amount of Five Thousand Dollars (\$5,000.00) to secure the payment of legal and administrative costs prior to the Township executing the Agreement, and further agrees that it is a deposit only and not a cap on the costs to be paid by the Company.

19.2 Should it be necessary for the Township to deduct any money from the cash deposit held with the Township, the Company 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 Company 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 Company.

19.3 The Company understands and agrees that accounts will be submitted to the Company for payment and if the Company 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.

20. Insufficient Security

20.1 The Company acknowledges and agrees that if for any reason, the Township finds itself holding insufficient security pursuant to this Agreement, the Company 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 Company agrees to indemnify the Township for any and all costs incurred by the Township for which there is insufficient security and the Township may consider the Agreement to be in breach.

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

21.1 The Company agrees to pay the Township all on-going costs relating to or arising from the Agreement including legal, planning, consulting, technical, and administrative costs, as well as costs for reviewing specifications, for the inspection of the facilities, for monitoring, addressing or enforcing the terms of the Agreement, and for providing representation or engineering evidence at any hearing, including but not limited to legal, planning, and administrative costs, forthwith upon presentation of an invoice by the Township.

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

22. Insurance

22.1 The Company shall provide to the Township, on or prior to the execution of this 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 Agreement.

22.2 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 non-owned automobile liability clause and shall include a clause with a forty-five (45) days' cancellation or material change notice to all additional insured. The Insurance policy shall be maintained in full force and effect until the Works have been assumed by the Township.

22.3 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 Company 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.

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

23. Notice

23.1 Where this Agreement requires notice to be delivered by one party to the other, such notice shall be in writing and delivered either personally, 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 this 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

Company:

Georgian Bay Cremation Services Ltd.
90 Toronto Road,
Box 130
Flesherton, Ontario N0C 1E0

Attention: Bob Fawcett, Project Manager

Telephone: 1-877-745-3154

Email:

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

24. Effective Date

24.1 This Agreement shall be effective from the date it is executed by the Company and the Township.

2

25. Indemnity

25.1 The Company 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 contemplated by the Agreement.

26. Estoppel

26.1 The Company will not call into question, directly or indirectly, in any proceeding or action in court, or before any administrative tribunal the Township's right to enter into and enforce this Agreement. The law of contract applies to this Agreement and the Parties are entitled to all remedies arising from it. Adequate consideration has flowed from each party to the other in relation to this paragraph and the terms of this paragraph are not severable by either party. The Company 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.

27. Interpretation of Agreement

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

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

27.3 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.

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

27.5 Whenever a statement or provision in this 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.

28. Further Assurances

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

9d

29. Waiver

29.1 The failure of the Township at any time to require performance by the Company of any obligation under this 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.

30. Extension of Time

30.1 Time shall always be of the essence for the Agreement. Any time limits specified in the Agreement may be extended with the consent in writing of both the Company 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.

31. Severability & Enforceability

31.1 The Company 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 this 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.

32. Governing Law

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

33. No Modification

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

34. No Fettering of Discretion

34.1 Notwithstanding any other provisions of this Agreement, the Parties hereto agree with each other that none of the provisions of this 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 this Agreement or any of its successor councils in the exercise of any of Council's discretionary powers, duties or authorities. The Company hereby acknowledges that it will not obtain any advantageous planning or other consideration or treatment by virtue of it having entered into this Agreement or by virtue of the existence of this Agreement.

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35. Entire Agreement

35.1 This Agreement constitutes the entire Agreement between the Parties pertaining to the subject matter hereof.

36. Assignment

36.1 The Company may assign its interest in the Agreement, upon notice to the Township, provided that any successors and assigns agree in writing, provided to the Township, to assume and be bound by the obligations and agreements herein.

37. Dispute Resolution

37.1 Where there is any disagreement or dispute between the Parties with respect to this Agreement, such disagreement or dispute shall be referred to and determined by arbitration before a single arbitrator in accordance with the provisions of the *Arbitration Act, 1991*, SO 1991, c.17 and the decision of the arbitrator shall be final and binding without any right of appeal.

38. Enurement

38.1 This Agreement shall be binding upon and enure to the benefit of the parties to this Agreement and their respective, administrators, successors and assigns.

39. Schedules

39.1 The following Schedule is attached to and forms part of this Agreement:

Schedule "A" --The Property Legal Description

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


**THE CORPORATION OF THE
TOWNSHIP OF ESSA**

Per: _____
Name: Sandie Macdonald
Title: Mayor

Per: _____
Name: Lisa Lehr
Title: Clerk

We have authority to bind the corporation.

GEORGIAN BAY CREMATION SERVICES LTD.
(Company)

Per: 
Name: ROBERT FAWCETT
Title: Project Manager.

Per: _____
Name: _____
Title: _____

I/We have authority to bind the Corporation.

NOTE: PLEASE SIGN AND PRINT NAME AND TITLE UNDER SIGNATURE

9d

SCHEDULE A --THE PROPERTY
LEGAL DESCRIPTION
GEORGIAN BAY CREMATION SERVICES LTD.

April 17, 2018

Lot 26, Plan 1416, Essa, Township of Essa, County of Simcoe, being all of PIN 58105-0168 (LT)

THE CORPORATION OF THE TOWNSHIP OF ESSA

BY-LAW 2019 - 58

Being a By-law to Authorize the Execution of and enter into an Amending Earthworks Agreement with Brookfield Residential (Ontario) Limited for Part Lot 16, Concession 4, being Parts 1 and 2 on Plan 51R-41377, Township of Essa, County of Simcoe, being all of PIN 58990-0115 (LT), Phase 1 on unregistered M-Plan: Lots 1-119 inclusive, Blocks 120-122 inclusive and Henderson Street, Shorey Lane, Edgar Avenue and Felhazie Trail and Phase 2 on unregistered M-Plan: Lots 1-134 inclusive, Blocks 135 & 136 and Henderson Street and Cochrane Crescent.

WHEREAS the Council of the Corporation of the Township of Essa is empowered to enter into agreements for development control pursuant to Sections 51(25) and 53(12) of the Planning Act, R.S.O. 1990, c.P13; and

WHEREAS the Township and the owners of land known as Part Lot 16, Concession 4, being Parts 1 and 2 on Plan 51R-41377 being all of PIN 58990-0115 (LT), Phase 1 on unregistered M-Plan: Lots 1-119 inclusive, Blocks 120-122 inclusive and Henderson Street, Shorey Lane, Edgar Avenue and Felhazie Trail and Phase 2 on unregistered M-Plan: Lots 1-134 inclusive, Blocks 135 & 136 and Henderson Street and Cochrane Crescent, agree to enter into this Amending Earthworks Agreement in order to permit the developer to alter the existing grade of the lands in accordance with the construction drawings for the draft plan of subdivision pertaining to these lands.

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

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

READ A FIRST, AND TAKEN AS READ A SECOND AND THIRD TIME AND FINALLY PASSED on this the 19th day of June, 2019.

Sandie Macdonald - Mayor

Lisa Lehr - Clerk

9c

EARTHWORKS AGREEMENT AMENDMENT #1

THIS AGREEMENT dated the _____ day of _____, 2019.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF ESSA

Hereinafter referred to as the "Township"

- and -

BROOKFIELD RESIDENTIAL (ONTARIO) LIMITED.

Hereinafter referred to as the "Developer"

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

RECITALS:

1. The Earthworks Agreement dated the 14th day of September 2018 was registered on title September 27, 2018 as Instrument No. SC1543427 (the "Agreement").
2. The Township and the Developer now wish to amend the Agreement by way of an Earthworks Agreement Amendment #1 (the "Amending Agreement") on the terms and conditions set out herein.
3. Pursuant to the Planning Act, R.S.O. 1990, c.P.13, the Parties are desirous of entering into the Amending Agreement.

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

RECITALS DEEMED TRUE

1. The Parties hereto agree that all of the recitals contained herein are deemed to be true and incorporate them as terms of this Amending Agreement.

AGREEMENT TO CONTINUE IN FULL FORCE & EFFECT

2. The Parties hereto agree that except for the amendments set out in Section 3 of the Amending Agreement, the Agreement shall continue in full force and effect in its registered form.

AMENDMENT TO AGREEMENT

3. The Parties hereto agree that the following amendments shall henceforth form part of the Agreement:

- 3.1. Recital #1 is hereby deleted in its entirety and replaced with the following:

"The Developer is the owner of the lands in the Township of Essa, County of Simcoe, described as follows:

Part of Lot 16 Concession 4 Essa, being Parts 1 and 2 Plan 51R-41377; Township of Essa, County of Simcoe, being all of PIN 58990-0115 (LT) (the "Developer's Lands") being:

Phase 1 on unregistered M-Plan: Lots 1- 119 Inclusive, Blocks 120 – 122 inclusive and Henderson Street, Shorey Lane, Edgar Avenue and Felhazie Trail.

Phase 2 on unregistered M-Plan: Lots 1 - 134 inclusive, Blocks 135 & 136 and Henderson Street and Cochrane Crescent.

as set out in Schedule "A" attached."

- 3.2 Recital #3 is hereby deleted in its entirety and replaced with the following:
 "The Developer wishes to complete the Earthworks in Stages.
- (i) The Developer agrees that the Stage 1 Earthworks are shown on the Staging Plan attached as Schedule "B".
- (ii) The Developer agrees that the Stage 2 Earthworks will consist of all remaining Earthworks and there is no Staging Plan for Stage 2."
- 3.3 Recital #4 is hereby deleted in its entirety and replaced with the following:
 "The Developer proposes to subdivide the Developer's Lands into lots and/or blocks by means of two M-Plans (the "Unregistered M-Plans") as set out in Schedules "C" and "C-1", and proposes to develop the Township Lands and is proceeding with a plan of subdivision (the "Plan"), engineering drawings and a Subdivision Agreement (the "Subdivision Agreement") for the purpose of developing the Developer's Lands and the Township Lands."
- 3.4 Recital #8 is hereby deleted in its entirety and replaced with the following:
 "Developer wishes to alter the existing grade of the Developer's Lands and the Township Lands in accordance with the List of Engineering Drawings and Other Services attached as Schedule "D" to facilitate the construction of the Works and the development of the Developer's Lands for Phase 1 and Phase 2."
- 3.5 Schedule "B" is hereby deleted in its entirety and a new Schedule "B" inserted in its place and attached as Schedule 1 to the Amending Agreement.
- 3.6 Schedule "C" is hereby deleted in its entirety and a new Schedule "C" inserted in its place and attached as Schedule 2 to the Amending Agreement.
- 3.7 A new Schedule "C-1" is hereby inserted and added to the Earthworks Agreement and attached as Schedule 3 to the Amending Agreement.
- 3.8 Schedule "D" is hereby deleted in its entirety and a new Schedule "D" inserted in its place and attached as Schedule 4 to the Amending Agreement.
- 3.9 Schedule "E" is hereby deleted in its entirety and a new Schedule "E" (4 pages) inserted in its place and attached as Schedule 5 to the Amending Agreement.
- 3.10 In Section 42.1, delete the following:
 "Greg Murphy" and "gmurphy@essatownship.on.ca" and replace with "Colleen Healey-Dowdall" and "chealey@essatownship.on.ca".

AGREEMENT REGISTRATION

4. The Parties consent to the registration of the Amending Agreement on title to the Developer's Lands as described in the Earthworks Agreement at the sole discretion of the Township.

SEVERABILITY AND ENFORCEABILITY

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

GOVERNING LAW

6. The Parties agree that this Amending Agreement shall be interpreted in accordance with and governed by the laws of the Province of Ontario.

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DEVELOPER'S EXPENSE

7. Every provision of this Amending Agreement by which the Developer is obligated in any way is deemed to include the words "at the expense of the Developer" and "to the Township's satisfaction" acting reasonably, unless specifically stated otherwise.

HEADINGS

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

EFFECTIVE DATE

9. This Amending Agreement shall be effective from the date it is executed by the Township and the Developer.

EXECUTION OF FURTHER DOCUMENTS

10. The Developer shall execute such further and other documents, consents or applications as are required, for any purpose that may affect the provisions of this Amending Agreement.

ENUREMENT

11. This Amending Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

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

DATED at _____, on the _____ day of _____, 2019

THE CORPORATION OF THE
TOWNSHIP OF ESSA

Per: _____
Name: Sandie Macdonald
Title: Mayor

Per: _____
Name: Lisa Lehr
Title: Clerk

We have authority to bind the corporation.

DATED at _____, on the _____ day of _____, 2019

BROOKFIELD RESIDENTIAL (ONTARIO) LIMITED

Per: _____
Name: Peter Schut
Title: ASO

Per: _____
Name: David Murphy
Title: ASO

We have authority to bind the corporation.

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92

**SCHEDULE 1
TO EARTHWORKS AGREEMENT AMENDMENT #1**

SCHEDULE "B"

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

Copy of Earthworks Stage 1 Plan

**A reduced copy of the Earthworks Stage 1 Plan – Figure 1.0; Stage 1 ESC is
available for viewing at the Township of Essa offices during regular business
hours.**

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92

**SCHEDULE 2
TO EARTHWORKS AGREEMENT AMENDMENT #1**

SCHEDULE "C"

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

Copy of Unregistered M-Plan for Phase 1

**A reduced copy of the unregistered M-Plan for Phase 1 is available for viewing
at the Township of Essa offices during regular business hours.**

56

92

**SCHEDULE 3
TO EARTHWORKS AGREEMENT AMENDMENT #1**

SCHEDULE "C-1"

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

Copy of Unregistered M-Plan for Phase 2

**A reduced copy of the unregistered M-Plan for Phase 2 is available for viewing
at the Township of Essa offices during regular business hours.**

**SCHEDULE 4
TO EARTHWORKS AGREEMENT AMENDMENT #1**

SCHEDULE "D"

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

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


- #1941D-EROS-701 - Erosion & Sediment Control Plan - Stage 1 Site Preparation & Topsoil Stripping; dated March 25, 2019
- #1941D-EROS-702 - Erosion & Sediment Control Plan - Stages 2, 3 & 4 Earthworks, Servicing, Road & House Construction; dated March 25, 2019
- #1941D-EROS-703 - Erosion & Sediment Control Plan - Details; dated March 25, 2019

**SCHEDULE 5
TO EARTHWORKS AGREEMENT AMENDMENT #1**

SCHEDULE "E"

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

Estimated Cost of the Works for Stage 1

		MARSHALL SUBDIVISION - BAXTER TOWNSHIP OF ESSA PHASE I ESC WORKS		Project No: 1941 Date: June 2018 Owner: Brookfield Homes	
ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Mud Mat, including all granular materials and 500mm dia. CSP culvert as per detail on Drawing 703.	1.0	each	\$10,000.00	\$10,000.00
2	Temporary Siltation Control Fence with filter cloth as per details on Drawing 703 for subdivision.	3085.3	m	\$16.00	\$49,364.80
3	Supply and install lockable gate at the construction entrance as per OPSD 972.102.	1.0	each	\$1,800.00	\$1,800.00
Total					\$61,164.80

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SCHEDULE "E"

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

Estimated Cost of the Works for Stage 2



PART A - ESC WORKS
WEST OF DENNEY DRIVE

Project No: 1941
Date: April 2019

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Mud Mat, including all granular materials and 300mm dia. CSP culvert as per detail on Drawing 703.	1.0	each	\$10,000.00	\$10,000.00
2	Temporary Siltation Control Fence with filter cloth as per details on Drawing 703.	4757.0	m	\$16.00	\$76,112.00
3	Construct temporary swale as per detail on Drawing 703.	1010.0	m	\$23.00	\$23,230.00
4	Temporary sedimentation traps as per details on Drawing 703.	2.0	each	\$2,500.00	\$5,000.00
5	Temporary check dams as per details on Drawing 703.	6.0	each	\$250.00	\$1,500.00
6	Temporary ESC Pond as per specifications on Drawing 701 and 703.				
a)	Excavate sedimentation pond, place and grade material where directed (starting from the top of temporary sediment pond at elevation 220.10m to base).	6500.0	m ³	\$5.00	\$32,500.00
b)	Install piping and appurtenances.	1.0	lump sum	\$8,000.00	\$8,000.00
c)	Seed and Mulch.	1500.0	m ²	\$3.00	\$4,500.00
d)	Maintenance during construction.	1.0	allow	\$5,000.00	\$5,000.00
f)	Connect temporary ESC Pond outlet pipe to ex. ditch along west side of Dorney Drive.	1.0	each	\$2,500.00	\$2,500.00
7	Temporary street catchbasin sediment control device as per details on Drawing 703.	96.0	each	\$150.00	\$14,400.00
8	Temporary rear lot and ditch inlet catchbasin sediment control device as per details on Drawing 703.	28.0	each	\$150.00	\$4,200.00
9	Supply and install lockable gate at the construction entrance as per OP&SD 972.102.	1.0	each	\$1,800.00	\$1,800.00
10	Remove existing driveway on Denney Drive and restore ditch.	2.0	each	\$2,000.00	\$4,000.00
11	Supply and operate mechanical road sweeper for mud/dust control.	100.0	hour	\$125.00	\$12,500.00
12	Supply and operate road flusher for mud/dust control.	100.0	hour	\$125.00	\$12,500.00
13	Supply and operate flusher for mud/dust control for non-road areas.	1.0	lump sum	\$8,000.00	\$8,000.00
14	Stabilization via seeding (such as annual rye) or approved equivalent.	36500.0	m ²	\$2.00	\$73,000.00
Sub-Total Part A					\$298,742.00

60


Schedule "E"

Page 3

SCHEDULE "E"

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

Estimated Cost of the Works for Stage 2


		PART B - ESC WORKS EAST OF DENNEY DRIVE		Project No: 1941 Date: April 2019	
ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Mud Mat, including all granular materials and 300mm dia. CSP culvert as per detail on Drawing 703.	1.0	each	\$10,000.00	\$10,000.00
2	Temporary Siltation Control Fence with filter cloth as per details on Drawing 703.	1215.0	m	\$16.00	\$19,440.00
3	Double row temporary siltation Control Fence with straw bale as per details on Drawing 703.	138.0	m	\$32.00	\$4,416.00
4	Temporary rear lot and ditch inlet catchbasin sediment control device as per details on Drawing 703.	8.0	each	\$150.00	\$1,200.00
5	Supply and install lockable gate at the construction entrance as per OPSD 972.102.	1.0	each	\$1,800.00	\$1,800.00
6	Stabilization via seeding (such as annual rye) or approved equivalent.	5850.0	m ²	\$2.00	\$11,700.00
Sub-Total Part B					\$48,556.00

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SCHEDULE "E"

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

Estimated Cost of the Works for Stage 2

	EROSION & SEDIMENT CONTROL WORKS COST ESTIMATE	Project No: 1941 Date: April 2019 Owner: Brookfield Homes
	SUMMARY PAGE MARSHALL SUBDIVISION (BAXTER) - TOWNSHIP OF ESSA	
Item		Total
A. ESC Works - West of Denney Drive		\$298,742.00
B. ESC Works - East of Denney Drive		\$48,556.00
	TOTAL	\$347,298.00

All unit prices are exclusive of Harmonized Sales Tax (H.S.T.).

PA1941 Brookfield - Baxter/Project Management/Cost Estimates/2019 04(Apr) 04 - Updated PH2 ESC Work/Eng Estimate ESC-djc-04/Apr19.xls

Total securities required for Stage 2	\$347,298.00
<u>Total securities remaining in Stage 1</u>	<u>\$61,164.80</u>
Total Securities To Be Provided for Stage 2	\$286,133.20

THE CORPORATION OF THE TOWNSHIP OF ESSA

BY-LAW 2019 - 59

Being a By-law to confirm the proceedings of the Council meeting held on the 19th day of June, 2019.

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

THAT the action of the Council at its meeting held on the 19th day of June, 2019 and, in respect of each recommendation contained in the Minutes of the Regular Council meeting held on the 5th day of June, 2019, and Committee of the Whole meeting held on the 5th day of June, 2019; and, in respect of each motion, resolution and other action passed and taken by Council at the said meetings, is, except where prior approval of the Ontario Municipal Board is required, hereby adopted, ratified and confirmed.

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

READ A FIRST, AND TAKEN AS READ A SECOND AND THIRD TIME AND
FINALLY PASSED on this the 19th day of June, 2019.

Sandie Macdonald, Mayor

Lisa Lehr, Clerk