

THE CORPORATION OF THE TOWNSHIP OF ESSA  
REGULAR COUNCIL MEETING

WEDNESDAY, APRIL 1, 2020  
6:00 p.m.

AGENDA

1. OPENING OF MEETING BY THE MAYOR
2. DISCLOSURE OF PECUNIARY INTEREST
3. ADOPTION OF PREVIOUS MINUTES AND MOTIONS

p. 1 Moved by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

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 25<sup>th</sup> day of March, 2020 be adopted as circulated.*

4. CONSENT AGENDA

Moved by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Recommendation: *Be it resolved that the items listed in the Consent Agenda dated April 1, 2020 be received for information, and that the necessary action be taken.*

5. COMMITTEE REPORTS
6. PETITIONS
7. MOTIONS AND NOTICES OF MOTIONS

a. National Hospice Palliative Care Awareness Week

*WHEREAS May 4-10, 2020 has been designated as National Hospice Palliative Care Awareness Week and is supported by Matthews House Hospice; and WHEREAS the week of May 4-10, 2020 focuses on living your life and living it well, right to the end. People are encouraged to learn more about Hospice Palliative Care and Advance Care Planning; and WHEREAS the Township of Essa recognizes the importance of awareness and education about the network of palliative care service within the community; NOW THEREFORE BE IT RESOLVED THAT Council of the Corporation of the Township of Essa hereby proclaims the week of May 4-10, 2020 as "Compassionate Communities Awareness Week," and encourages all citizens to participate by learning more about hospice palliative care and support in our area.*

**8. UNFINISHED BUSINESS**

**9. BY-LAWS**

p. 14 **a. By-law 2020-27**

**Moved by:** \_\_\_\_\_ **Seconded by:** \_\_\_\_\_

*Recommendation: Be it resolved that leave be granted to introduce By-law 2020-27, that being a By-law to Delegate Powers to the Chief Administrative Officer during the COVID-19 Pandemic; and, that said By-law be read a first, and taken as read a second and third time and finally passed.*

p. 15 **b. By-law 2020-28**

**Moved by:** \_\_\_\_\_ **Seconded by:** \_\_\_\_\_

*Recommendation: Be it resolved that leave be granted to introduce By-law 2020-28, that being a By-law to amend the Township's Zoning By-law 2003-50; and, that said By-law be read a first, and taken as read a second and third time and finally passed.*

p.17 **c. By-law 2020-29**

**Moved by:** \_\_\_\_\_ **Seconded by:** \_\_\_\_\_

*Recommendation: Be it resolved that leave be granted to introduce By-law 2020-29, that being a By-law to amend (Amendment #1) to the Subdivision Agreement with SanDiego Homes Inc. (dated October 16, 2017) for the SanDiego Homes Subdivision, being Part of Lot 31, Concession 3, 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.21 **d. By-law 2020-30**

**Moved by:** \_\_\_\_\_ **Seconded by:** \_\_\_\_\_

*Recommendation: Be it resolved that leave be granted to introduce By-law 2020-30, that being a By-law to establish terms and conditions of employment and employment policies for employees of 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.*

**10. QUESTIONS**

**11. CLOSED SESSION**

**12. CONFIRMATION BY-LAW**

**Moved by:** \_\_\_\_\_ **Seconded by:** \_\_\_\_\_

p. 36 **By-law 2020-31**

Recommendation: *Be it resolved that leave be granted to introduce By-law 2020-31, that being a By-law to confirm the proceedings of the Council and Committee of the Whole meetings held on this 1<sup>st</sup> day of April, 2020; and that said By-law be read a first, and taken as read a second and third time and finally passed.*

**13. ADJOURNMENT**

**Moved by:** \_\_\_\_\_ **Seconded by:** \_\_\_\_\_

Recommendation: *Be it resolved that this meeting of the Council of the Township of Essa adjourn at \_\_\_\_\_ p.m. to meet again on the 15<sup>th</sup> day of April, 2020 following Committee of the Whole.*

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

**WEDNESDAY, MARCH 25, 2020  
6:00 p.m.**

**AGENDA**

A Committee of the Whole meeting was held on Wednesday, March 25, 2020 in the Council Chambers of the Administration Centre, Township of Essa.

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

Staff in attendance: C. Healey-Dowdall, Chief Administrative Officer  
C. Ross Tustin, Fire Chief  
L. Lehr, Clerk

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

Mayor Macdonald opened the meeting at 6:01 p.m.

**2. DISCLOSURE OF PECUNIARY INTEREST**

Deputy Mayor Smith declared an indirect interest on Item 9(b) as he has an active fill permit.

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

**STAFF REPORTS**

**4. PLANNING AND DEVELOPMENT**

- a. **Staff Report PD009-20 submitted by the Manager of Planning and Development, re: Proposed Housekeeping Amendments to Township of Essa's Zoning By-law.**

**Resolution No: CW037-2020 Moved by: Henderson Seconded by: Sander**

*Be it resolved that Staff Report PD009-20 be received; and  
That Council consider adopting a Zoning By-law Amendment to authorize updates to the Township's Zoning By-law affecting lands as detailed in and attached to this Report, following the Township's Public Meeting of March 4, 2020; and  
That the appropriate By-law be brought forward for Council's consideration in its Regular Meeting of this date.*

----Carried-----

- b. Staff Report PD010-20 submitted by the Manager of Planning and Development, re: SanDiego Homes Inc. Subdivision Agreement Amendment No. 1.**

**Resolution No: CW038-2020 Moved by: Smith Seconded by: Henderson**

*Be it resolved that Staff Report PD010-20 be received; and  
That Council consider entering into an Amending Agreement, "Subdivision Agreement Amendment No. 1", to the October 16, 2017 SanDiego Homes Inc. Subdivision Agreement; and  
That the appropriate By-law for execution of said Amendment No. 1 be presented to Council for its consideration at a future meeting.*

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

- c. Staff Report PD011-20 submitted by the Manager of Planning and Development, re: Request for Council Endorsement to the Healthy Community Committee's Request of the NVCA to Support the EcoPark located in LeClair Park.**

**Resolution No: CW039-2020 Moved by: Smith Seconded by: Henderson**

*Be it resolved that Staff Report PD011-20 be received; and  
That Council endorse the Healthy Community Committee's request to the NVCA, to support the EcoPark located in the Township's LeClair Park.*

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

- d. Staff Report PD012-20 submitted by the Manager of Planning and Development, re: Site Plan Approval – 7511 9<sup>th</sup> Line, Essa, to Allow an "Event Facility".**

**Resolution No: CW040-2020 Moved by: Sander Seconded by: Henderson**

*Be it resolved that Staff Report PD012-20 be received; and  
That Council consider entering into a Site Plan Control Agreement, for the property at 7511 9<sup>th</sup> Line, Essa, with David Langford and Michelle Langford, to allow for an "Event Facility" to be located on this property; and  
That a By-law be presented to Council for its consideration in its Regular Meeting of this date.*

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

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

- a. **Staff Report PR005-20 submitted by the Manager of Parks and Recreation, re: Nottawasaga Pines Secondary School Graduation.**

**MOTION AS AMENDED:**

**Resolution No: CW041-2020 Moved by: Sander Seconded by: Henderson**

*Be it resolved that Staff Report PR005-20 be received; and  
That Nottawasaga Pines Secondary School be directed to pay \$929.04 for the rental for Commencement.*

----Carried-----

- b. **Staff Report PR006-20 submitted by the Manager of Parks and Recreation, re: Fundraiser Event – Angus Arena.**

**MOTION AS AMENDED:**

**Resolution No: CW042-2020 Moved by: Smith Seconded by: Henderson**

*Be it resolved that Staff Report PR006-20 be received; and  
That Council authorize staff to waive all fees associated with this rental, at a cost to the municipality.*

----Carried-----

6. **FIRE AND EMERGENCY SERVICES**

7. **PUBLIC WORKS**

- a. **Correspondence submitted by Ontario Clean Water Agency (OCWA), re: Schedule 22 Summary Reports (2019) and Section 11 Annual Reports (2019) for the Angus, Baxter and Thornton Drinking Water Systems.**

**Resolution No: CW043-2020 Moved by: Sander Seconded by: Smith**

*Be it resolved that the 2019 Schedule 22 Summary Reports and the 2019 Section 11 Annual Reports from the Ontario Clean Water Agency for the Angus, Baxter and Thornton Drinking Water Systems be received; and  
That a notice be posted on the Township's website stating that the 2019 Summary Reports are available for inspection at the Administration Centre or on the Township website by any member of the public during normal business hours, at no charge.*

----Carried-----

**8. FINANCE**

- a. **Reduction in Securities – Nottawasaga Village (Stonemount) Subdivision Phase 3.**

**Resolution No: CW044-2020 Moved by: Henderson Seconded by: Sander**

*Be it resolved that Council approve the reduction in securities relating to Nottawasaga Village (Stonemount) Subdivision for Phase 3, as recommended by the Township Engineer as follows:*

<i>Current Securities Held by Township of Essa:</i>	<i>\$316,844.80</i>
<i>LESS AECOM's Recommended Reduction:</i>	<i>\$220,377.62</i>
<i>Securities to be Retained by Township of Essa:</i>	<i>\$96,467.18</i>

And,

*That this approval is conditional upon the Developer providing the Municipality with a Statutory Declaration indicating that all accounts have been paid in full, including all of the Township's legal and engineering costs.*

----Carried----

- b. **Reduction in Securities – Nottawasaga Village (Stonemount) Subdivision Block 12.**

**Resolution No: CW045-2020 Moved by: Henderson Seconded by: Smith**

*Be it resolved that Council approve the reduction in securities relating to Nottawasaga Village (Stonemount) Subdivision for Block 12, as recommended by the Township Engineer as follows:*

<i>Current Securities Held by Township of Essa:</i>	<i>\$73,459.23</i>
<i>LESS AECOM's Recommended Reduction:</i>	<i>\$50,894.79</i>
<i>Securities to be Retained by Township of Essa:</i>	<i>\$22,564.44</i>

And,

*That this approval is conditional upon the Developer providing the Municipality with a Statutory Declaration indicating that all accounts have been paid in full, including all of the Township's legal and engineering costs.*

----Carried----

- c. **Reduction in Securities – Nottawasaga Village (Stonemount) Subdivision Block 124/125.**

**Resolution No: CW046-2020 Moved by: Sander Seconded by: Henderson**

*Be it resolved that Council approve the reduction in securities relating to Nottawasaga Village (Stonemount) Subdivision Block 124/125, as recommended by the Township Engineer as follows:*

<i>Current Securities Held by Township of Essa:</i>	<b>\$719,032.43</b>
<i>LESS AECOM's Recommended Reduction:</i>	<b>\$616,964.90</b>
<i>Securities to be Retained by Township of Essa:</i>	<b>\$102,067.53</b>

And,

*That this approval is conditional upon the Developer providing the Municipality with a Statutory Declaration indicating that all accounts have been paid in full, including all of the Township's legal and engineering costs.*

----Carried----

**d. Reduction in Securities – Sapphire Hills Homes (Greenwood Drive) Subdivision.**

**Resolution No: CW047-2020 Moved by: Smith                      Seconded by: Henderson**

*Be it resolved that Council approve the reduction in securities relating to Sapphire Hills Homes (Greenwood Drive) Subdivision, as recommended by the Township Engineer as follows:*

<i>Current Securities Held by Township of Essa:</i>	<b>\$1,840,664.43</b>
<i>LESS AECOM's Recommended Reduction:</i>	<b>\$1,633,978.37</b>
<i>Securities to be Retained by Township of Essa:</i>	<b>\$206,686.06</b>

And,

*That this approval is conditional upon the Developer providing the Municipality with a Statutory Declaration indicating that all accounts have been paid in full, including all of the Township's legal and engineering costs.*

----Carried----

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

**a. Staff Report C009-20 submitted by the Clerk, re: Pregnancy and Parental Leave – Council Policy.**

**Resolution No: CW048-2020 Moved by: White                      Seconded by: Sander**

*Be it resolved that Staff Report C009-20 be received; and That Council approve the Draft "Pregnancy and Parental Leave – Council Policy", as attached.*

----Carried----

Deputy Mayor Smith declared an indirect interest on Item 9(b) as he has an active fill permit. He vacated Council Chambers for this portion of the meeting, and did not participate in any discussion or vote on the Item.

**b. Staff Report C010-20 submitted by the Clerk, re: Fees and Charges By-law 2013-28 – Proposed Amendments.**

**Resolution No: CW049-2020 Moved by: White                      Seconded by: Sander**

*Be it resolved that Staff Report C010-20 be received; and*

*That Council approve the proposed amendments to the Fees and Charges By-law 2013-28; and  
That the appropriate amending By-law be brought forward for Council's consideration in its Regular Meeting of this date.*

----Carried----

Deputy Mayor Smith resumed his seat.

- c. **Staff Report C011-20 submitted by the Deputy Clerk, re: Matthews House Hospice Request – Polo for Hospice.**

**Resolution No: CW050-2020 Moved by: Henderson Seconded by: Smith**

*Be it resolved that Staff Report C011-20 be received; and  
That Council approve the request of Matthews Hospice House by naming their event "Polo for Hospice" as a municipally significant event; and  
That the Clerk be authorized to send a letter designating the event as municipally significant.*

----Carried----

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

**11. OTHER BUSINESS**

- a. **Tri Municipal Policing Agreement - Nottawasaga OPP Contract**

The Chief Administrative Officer informed Council that the Nottawasaga OPP Contract is set to expire on June 30, 2020. Council unanimously agreed to a six month extension on this Contract. The Chief Administrative Officer will bring a report forward at the next meeting of Council.

- b. **State of Emergency – Process for Declaring**

The Fire Chief was in attendance to provide Council with information in respect of declaring an emergency in the Township of Essa and outlined the process required when declaring. She outlined the pros and cons associated with declaring a State of Emergency.

- c. **COVID-19 Financial Relief to Residents, re: Unpaid 2020 Property Tax Water/Sewer Bills**

Council directed the Clerk to bring a Resolution forward in its Regular Council meeting of this date, to provide financial relief to Essa residents for penalty/interest charges on unpaid 2020 property taxes and water/sewer bills from April 1, 2020 to June 30, 2020. This relief does not apply to outstanding arrears from prior years. Council requested that the Manager of Finance report back to them prior to the June instalment date.

12. ADJOURNMENT

Resolution No: CW051-2020 Moved by: Smith      Seconded by: White

*Be it resolved that this meeting of Committee of the Whole of the Township of Essa adjourn at 7:46 p.m. to meet again on the 1<sup>st</sup> day of April, 2020 at 6:00 p.m.*

----Carried-----

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Sandie Macdonald, Mayor

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Lisa Lehr, Clerk

THE CORPORATION OF THE TOWNSHIP OF ESSA  
REGULAR COUNCIL MEETING

WEDNESDAY, MARCH 25, 2020

MINUTES

A Meeting of Council was held on Wednesday, March 25, 2020 in the Council Chambers of the Administration Centre, Township of Essa.

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

Staff in attendance: C. Healey-Dowdall, Chief Administrative Officer  
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 9(a) as he has an active fill permit.

Deputy Mayor Smith declared a direct interest on Item 11(c) as he has familial relations to a member of staff.

Mayor Macdonald exercised authority granted under section 11.5 of the Township's Procedural By-law 2017-77, to allow Council to proceed directly to Agenda Item No. 9(e).

9 e. **By-law 2020-21**

**Resolution No: CR068-2020 Moved by: Smith Seconded by: Henderson**

*Be it resolved that leave be granted to introduce By-law 2020-21, that being a By-law to amend the Township's Procedural By-law 2017-77, to allow for Electronic Participation where a State of Emergency has been declared; and, that said By-law, as amended, be read a first, and taken as read a second and third time and finally passed.*

----Carried----

**Motion to Reconvene Following Committee of the Whole Meeting**

**Resolution No: CR069-2020 Moved by: Sander Seconded by: Smith**

Be it resolved that the Regular Meeting of Council adjourn at 6:01 p.m. to reconvene following the Committee of the Whole Meeting of this date.

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

The Regular Council Meeting resumed at 7:46 p.m.

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

**Resolution No: CR070-2020 Moved by: White Seconded by: Smith**

*Be it resolved that the motions duly passed and approved at the Committee of the Whole meeting of this date be approved; and  
That the minutes of the Public meeting held on the 4<sup>th</sup> day of March, 2020, in respect of proposed Zoning By-law Amendments (Z1/20) be adopted as circulated; and  
That the minutes of the Committee of the Whole and Regular Council meetings held on the 4<sup>th</sup> day of March, 2020 be adopted as circulated; and  
That the minutes of the Public meeting held on the 4<sup>th</sup> day of March 2020, in respect of Proposed Amendments to the Fees and Charges By-law 2013-28 be adopted as amended.*

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

**4. CONSENT AGENDA**

**Resolution No: CR071-2020 Moved by: White Seconded by: Henderson**

*Be it resolved that the items listed in the Consent Agenda dated March 25, 2020 be received for information, and that the necessary action be taken; and  
That Item A1 be referred to the Clerk for a letter to be drafted; and  
That Item A4 be referred to the Clerk for a letter of support to be drafted.*

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

**5. COMMITTEE REPORTS**

**6. PETITIONS**

**7. MOTIONS AND NOTICES OF MOTIONS**

**a. Penalty and Interest Relief – Unpaid 2020 Property Taxes and Unpaid 2020 Water/Sewer Bills**

**Resolution No: CR072-2020 Moved by: Sander Seconded by: Smith**

*WHEREAS the Province of Ontario declared a State of Emergency under section 7.0.1 of the Emergency Management and Civil Protection Act on March 17, 2020 as a response to the COVID-19 pandemic; and*

*WHEREAS Council deems it to be in the best interests of their residents to provide financial relief in respect of penalties and interest on unpaid 2020 property taxes and unpaid 2020 water/sewer bills;*

*NOW THEREFORE BE IT RESOLVED THAT Council of the Township of Essa hereby waives penalty and interest charges on unpaid 2020 property taxes and unpaid 2020 water/sewer bills from April 1, 2020 until June 30, 2020 in respect of providing relief during this pandemic; and*

*THAT a By-law be presented to Council for execution at a later date.*

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

**8. UNFINISHED BUSINESS**

**9. BY-LAWS**

*(By-law Numbers were amended from the Agenda to accommodate Item No. 9(e) being passed by Council out of sequence).*

Deputy Mayor Smith declared an indirect interest on Item 9(a) as he has an active fill permit. He vacated Council Chambers for this portion of the meeting, and did not participate in any discussion or vote on this Item.

**a. By-law 2020-22**

**Resolution No: CR073-2020 Moved by: Sander Seconded by: Henderson**

*Be it resolved that leave be granted to introduce By-law 2020-22, that being a By-law to amend the Township's Fees and Charges By-law 2013-28; and, that said By-law be read a first, and taken as read a second and third time and finally passed.*

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

Deputy Mayor Smith resumed his seat.

**b. By-law 2020-23**

**Resolution No: CR074-2020 Moved by: White Seconded by: Sander**

*Be it resolved that leave be granted to introduce By-law 2020-23, that being a By-law to amend the Township's Zoning By-law 2003-50; 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 2020-24****Resolution No: CR075-2020 Moved by: Sander Seconded by: Henderson**

*Be it resolved that leave be granted to introduce By-law 2020-24, that being a By-law to provide for a Site Plan Control Agreement for Concession 9, West Part of Lot 21, County of Simcoe (7511 11<sup>th</sup> Line, Essa); 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 2020-25****Resolution No: CR076-2020 Moved by: Smith Seconded by: White**

*Be it resolved that leave be granted to introduce By-law 2020-25, that being a By-law to provide for the erection of Stop Signs at Intersections, and to amend By-law 2019-40; and, that said By-law be read a first, and taken as read a second and third time and finally passed.*

----Carried----

**e. Item 9(e) was dealt with earlier in the meeting.****10. QUESTIONS****11. CLOSED SESSION****Resolution No: CR077-2020 Moved by: Sander Seconded by: Henderson**

*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;*
- *Labour relations or employee negotiations;*
- *Litigation or potential litigation.*

Council proceeded into Closed Session at 7:57 p.m.

Deputy Mayor Smith declared a direct interest on Item 11(c). He vacated Council Chambers at 8:19 p.m. when Council discussed this Closed Session Item.

**Motion to Rise and Report from Closed Session Meeting of March 25<sup>th</sup>, 2020.****Resolution No: CR078-2020 Moved by: Sander Seconded by: Henderson**

*Be it resolved that Council rise and report from the Closed Session Meeting at 9:08 p.m.*

----Carried----

Deputy Mayor Smith resumed his seat at 9:08 p.m.

- a. **IDENTIFIABLE INDIVIDUAL [s. 239(2)(b)]**  
**Confidential Staff Report C012-20 submitted by the Deputy Clerk, Re:**  
**Traffic Advisory Committee – Replacement of Ward 3 Resident Member.**

**Resolution No: CR079-2020 Moved by: Henderson Seconded by: Smith**

*Be it resolved that Confidential Staff Report C012-20 be received; and  
That Council appoint Mike Jerry as the Ward 3 Resident representative to the Traffic  
Advisory Committee.*

----Carried----

- b. **LITIGATION [s. 239(2)(e)]**  
**IDENTIFIABLE INDIVIDUAL [s. 239(2)(b)]**  
**Re: Verbal Update - HRT0 File No. 2020-40422-I.**

**Resolution No: CR080-2020 Moved by: Sander Seconded by: Henderson**

*Be it resolved that the Verbal report from the Chief Administrative Officer in regards to  
HRT0 File No. 2020-40422-I be received; and  
That the Chief Administrative Officer be authorized to proceed as directed by Council.*

----Carried----

Deputy Mayor Smith vacated his seat for this portion of the meeting. He did not participate in any discussions or vote on this Item.

- c. **LABOUR RELTIONS [s. 239(2)(d)]**  
**Confidential Staff Report CAO020-20 submitted by the Chief Administrative  
Officer, Re: Terms and Conditions of Employment for Identifiable  
Individuals – Labour Relations.**

**Resolution No: CR081-2020 Moved by: White Seconded by: Henderson**

*Be it resolved that the Confidential Staff Report CAO020-20 be received; and  
That the Chief Administrative Officer be authorized to proceed as directed by Council.*

----Carried----

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

**By-law 2020-26**

**Resolution No: CR082-2020 Moved by: Henderson Seconded by: Sander**

*Be it resolved that leave be granted to introduce By-law 2020-26, that being a By-law to  
confirm the proceedings of the Council and Committee of the Whole meetings held on this  
25<sup>th</sup> day of March, 2020; 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: CR083-2020 Moved by: Smith      Seconded by: Henderson**

*Be it resolved that this meeting of the Council of the Township of Essa adjourn at 9:12 p.m. to meet again on the 1<sup>st</sup> day of April, 2020 following Committee of the Whole.*

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

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

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

9a

**The Corporation of the Township of Essa**

**By-law 2020 – 27**

**Being a By-law to Delegate Powers to the Chief Administration Officer during the COVID-19 Pandemic**

WHEREAS a municipality is authorized to delegate its powers and duties under section 23.1 of the *Municipal Act*, subject to the restrictions set out in Part II thereof; and

WHEREAS the Coronavirus (COVID-19) has created unprecedented worldwide health and economic implications that are significantly evolving on a daily basis; and

WHEREAS the Government of Ontario declared a state of emergency on March 17, 2020 under s 7.0.1 (1) of the *Emergency Management and Civil Protection Act*. In doing so, Ontario is using every power possible to continue to protect the health and safety of all individuals and families; and

WHEREAS it is imperative that the Township of Essa be responsive in taking actions to address emerging issues, to implement appropriate contingency plans and to take emergency measures, if necessary; and

WHEREAS the Township of Essa's Chief Administrative Officer is responsible for exercising general control and management of the Township for the purpose of ensuring the efficient and effective operation of the municipality.

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

1. That the Chief Administrative Officer, or designate, in consultation with the Mayor and the Emergency Control Group be authorized to take such action as he or she may deem necessary and appropriate in order to deal with any emerging issues arising from the Coronavirus (COVID-19) outbreak and to ensure the continuity of business operations.
2. That the Chief Administrative Officer report back to Council when it is practicable to do so, with respect to the decisions made in response to the continuity of business operations during this pandemic.
3. That this By-law shall remain in force and effect until such a time that the state of emergency declared under S.7.0.1 (1) of the *Emergency Management and Civil Protection Act* has ended.

READ A FIRST AND TAKEN AS READ A SECOND AND THIRD TIME AND FINALLY PASSED on this the 25<sup>th</sup> day of March, 2020.

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

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

The Corporation of the Township of Essa

By-law 2020 – 28

Being a By-law to amend the Township of Essa Comprehensive Zoning By-law, 2003-50, as amended.

WHEREAS pursuant to Section 34 of the *Planning Act*, R.S.O., 1990, c.P.13, as amended, the Council of the Township of Essa has passed a comprehensive Zoning By-Law, By-law No. 2003-50 as amended, for the Township of Essa; and

WHEREAS an application to amend By-Law No. 2003-50 has been received with respect to lands known legally as Part of Lot 21, Concession 9, also described as 7511 9<sup>th</sup> Line; and

WHEREAS the provisions of this By-law conform to the Official Plan of the Township of Essa; and

WHEREAS Council deems it advisable and expedient to amend Zoning By-Law No. 2003-50 as amended;

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

- 1) THAT Zoning By-Law No. 2003-50 as amended, is hereby further amended as follows:
  - a) That Schedule "A" as amended, is hereby further amended by changing the zoning of a portion of the subject property from the "Rural (RL) Zone" to the "Rural Exception Two (RL-2) Zone", as depicted on Schedule "A" attached hereto, forming part of this By-Law.
  - b) That Section 7: Rural (RL) as amended, is hereby further amended:
    - i) by the addition of a new subsection 7.4 entitled, "7.4 Special Provisions",
    - ii) by numbering the existing RL-1 special zoning provision as subsection 7.4.1, and
    - iii) by the addition of a new subsection 7.4.2 as follows  
 "7.4.2 East Part Lot 21, Concession 9 (7511 9<sup>th</sup> Line) Country Event Facility (2020\_\_)"

Notwithstanding any provisions of this Zoning By-Law, By-law No. 2003-50, to the contrary, on those lands zoned "RL-2" on Schedule "A" of this By-law an on-farm diversified use in the form of a Country Event Facility shall be permitted in addition to all other uses permitted within a "RL" Zone subject to the following:

- (1) for the purposes of this subsection a Country Event Facility is defined as a building designed in accordance with the Ontario Building Code to accommodate group gatherings for wedding ceremonies, wedding receptions, wedding showers, engagement parties, anniversaries, birthdays, family reunions, art shows, seminars, debate forums and similar uses,

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(2) on those lands zoned "RL-2" Zone, the following special zoning regulations shall apply:

- Maximum building area – 350 m<sup>2</sup>
- Minimum number of parking spaces – 70
- Maximum number of events per operational season is in accordance with the current Site Plan Control Agreement applicable to this property
- Maximum cumulative number of persons permitted at one time – 230 (inclusive of all persons related to an event)
- Overnight accommodations, including camping, are prohibited in conjunction with any permitted events

2) THAT all other respective provisions of the Zoning By-law, By-law No. 2003-50, as amended, shall apply.

3) THAT this By-law shall come into force and take effect on the date of passing thereof, subject to the provisions of Section 34 of the *Planning Act*, R.S.O., 1990, c.P.13 as amended.

READ A FIRST AND TAKEN AS READ A SECOND AND THIRD TIME AND FINALLY PASSED on this the 1st day of April, 2020.

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

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

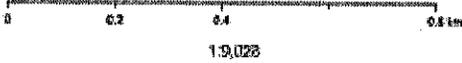
Schedule "A"

**Legend**

-  Lands Zoned Rural Exception One (RL-1)
-  Lands Zoned Rural Exception Two (RL-2)
-  Lands Zoned Rural



This plan, 2015-16, is made in accordance with the provisions of the Planning Act, R.S.O. 1990, c. 309, as amended. This plan is intended for informational purposes only. It does not constitute a guarantee, warranty or representation of any kind. The City of Simcoe is not responsible for any errors or omissions. For more information, please contact the City of Simcoe, Department of Planning and Development.




**SIMCOE**  
City of Simcoe  
 March 24, 2015

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**THE CORPORATION OF THE TOWNSHIP OF ESSA**

**BY-LAW NO. 2020 - 29**

**A By-law to provide for an amendment (Amendment #1) to the Subdivision Agreement with SanDiego Homes Inc. (dated October 16, 2017) for the SanDiego Homes Subdivision, being Part of Lot 31, Concession 3, Township of Essa, County of Simcoe.**

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 lands known as Part of Lot 31, Concession 3, Instrument No. SC1467785 on Plan 51 M-1129 being Phase I, and on November 9, 2017 as Instrument No. SC1467858 on Plan 51 M-1130 being Phase 2 (the "Agreements"), the Township agreed to the development of a residential plan of subdivision, In the Township of Essa, In the County of Simcoe Including, Lots 1 through 61 (inclusive) and Blocks 62 through 72 (Inclusive) on Plan 51 M-1129, being Phase 1, and Lots 1 through 42 (inclusive) and Blocks 43 through 46 (inclusive) on Plan 51 M-1130, being Phase 2 (the "Lands"), agree to enter into this Subdivision Agreement (Amendment #1) in order to permit the development of the aforementioned property in accordance with the plan of subdivision approval.

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

1. The Agreement (Amendment #1) 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 Amendment #1 to the 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 1<sup>st</sup> day of April, 2020.

\_\_\_\_\_  
Sandie Macdonald - Mayor

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

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**SUBDIVISION AGREEMENT AMENDMENT #1**

**THIS AGREEMENT** dated the      day of      , 2020.

**BETWEEN:**

**THE CORPORATION OF THE TOWNSHIP OF ESSA**

Hereinafter referred to as the "Township"

- and -

**SANDIEGO HOMES INC.**

Hereinafter referred to as the "Developer"

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

**RECITALS**

1. By Subdivision Agreement dated the 16th day of October, 2017 and registered on November 8, 2017 as Instrument No. SC1467785 on Plan 51M-1129 being Phase 1, and on November 9, 2017 as Instrument No. SC1467858 on Plan 51M-1130 being Phase 2 (the "Agreements"), the Township agreed to the development of a residential plan of subdivision, in the Township of Essa, in the County of Simcoe including:

Lots 1 through 61 (inclusive) and Blocks 62 through 72 (inclusive) on Plan 51M-1129, being Phase 1, and Lots 1 through 42 (inclusive) and Blocks 43 through 46 (inclusive) on Plan 51M-1130, being Phase 2 (the "Lands")

2. The Township and the Developer now wish to amend the Agreements to allow for the construction of semi-detached homes and town homes on certain specified lots in Phase 2 on Plan 51M-1130, by way of a Subdivision Agreement Amendment (the "Amending Agreement") on the terms and conditions set out in the Amending Agreement.

3. The Township and the Developer agree to register the Amending Agreement on the following Lots and Blocks:

Lots 1 through 44 (inclusive), Lot 46, Lots 48 through 61 (inclusive), Block 62, Part of Block 63 (Parts 1, 2, 5, 6 and 9 on 51R-42324), Blocks 64 - 65, Reserve Blocks 67 through 70 (inclusive), and Blocks 71 through 72 (inclusive) on Plan 51M-1129;

Lots 1 through 42 (inclusive) and Blocks 43 through 46 (inclusive) on Plan 51M-1130.

4. The Developer warrants that there are no registered Mortgages on the Lands.
5. Pursuant to the Planning Act, R.S.O. 1990, c.P.13, the Parties are desirous of entering into the Amending Agreement affecting the said Lands.

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

1. The Parties hereto agree that all of the recitals contained herein are deemed to be true and incorporate them as terms of the Agreement.
2. The Parties hereto agree that except for the amendment set out in paragraph 3 of the Amending Agreement, the Agreement shall continue in full force and effect in its registered form.

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3. The Parties hereto agree that the following amendments shall henceforth form part of the Agreement as new subsection: ~~XXXXX~~ 8.28, 9.9 -- *Additional Building Permit Requirements* and 10.4 -- *Additional Occupancy Requirements*:

(i) ~~"2.7.12  
The Developer acknowledges and agrees that no request for a security reduction will be considered by the Township until the permanent walkway and associated privacy fencing are completed to the satisfaction of the Township and the Township's Engineers."~~

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(ii) **"8.28 Construction of Temporary and Permanent Walkway**

8.28.1

The Township and the Developer acknowledge and agree that the construction of the temporary walkway and associated fencing at Block 72 on Plan 51M-1129 may be commenced by the Developer at any time."

(iii) **"8.28.2**

The Township and the Developer acknowledge and agree that the permanent construction of the walkway and associated fencing at Block 72 on Plan 51M-1129 will follow upon completion of the house and lot grading for both of Lot 17 on Plan 51M-1129 and Lot 1 on Plan 51M-1130."

(iv) **"8.28.3**

The Developer acknowledges and agrees it will be responsible for all costs associated with the temporary walkway and associated fencing and the permanent walkway and associated fencing and the replacement of wood privacy fence along the south limits of Phase 1 and Phase 2 on Plan 51M-1129 and Plan 51M-1130, respectively."

(v) **"9.9 Additional Building Permit Requirements**

9.9.1

The Township and the Developer acknowledge and agree that building permits are available for the following lots and units within Phase 2, being Plan 51M-1130, as follows:

9.9.1.1 A total of twenty-one (21) semi Lots, which allow for 42 building units, and a total of three (3) townhouse Blocks, which allow for 18 building units. The twenty-one semi Lots include Lots 9 to 17 (inclusive) and Lots 24 to 35 (inclusive) on Plan 51M-1130, and the three (3) townhouse Blocks include Blocks 43 to 45 (inclusive) on Plan 51M-1130."

(vi) **"9.9.2.**

The Township and the Developer acknowledge and agree that once the Developer has obtained building permits in Phase 1 Plan 51M-1129 for all but the last fifteen (15) single lots, then the single lots in Phase 2 Plan 51M-1130 will also be available for the release of building permits."

(vii) **"10.4 Additional Occupancy Requirements**

10.4.1

The Township and the Developer acknowledge and agree that occupancy of the homes or units set out in Section 9.9.1 will not be allowed until the following have occurred:

10.4.1.1. The wood privacy fencing along the south limits of Phase 1 and 2 is replaced due to its deteriorating condition; and

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10.4.1.2. At the least the construction of the temporary walkway and associated fencing at Block 72 on Plan 51M-1129 is completed to the satisfaction of the Township and the Township's Engineer."

- 4. The Parties consent to the registration of this Amending Agreement on title to the Land as described herein at the sole discretion of the Township.
- 5. The Township and the Developer agree that all provisions contained in the Amending Agreement shall be severable, unless specifically stated otherwise herein, and that should any of the provisions of the 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.
- 6. The Parties agree that the Amending Agreement shall be interpreted in accordance with and governed by the laws of the Province of Ontario.
- 7. Every provision of the 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.
- 8. The headings inserted in the Amending Agreement are inserted for convenience only and shall not be used as a means of interpreting this Agreement.
- 9. The Amending Agreement shall be effective from the date it is executed by the Township and the Developer.
- 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 the Amending Agreement.
- 11. The 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, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**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.

**THE CORPORATION OF THE TOWNSHIP OF ESSA**

**BY-LAW NO. 2020 - 30**

**A By-law to establish terms and conditions of employment and employment policies for employees of the Corporation of the Township of Essa, and to repeal 2018-23.**

WHEREAS the *Municipal Act*, S. O. 2001, c. 25, as amended, provides that Municipalities may pass By-laws to establish terms and conditions of employment; and

WHEREAS the *Employment Standards Act* S.O 2000, c. 41, as amended, provides the minimum standards for most employees working in Ontario, and sets out the rights and responsibilities of employees and employers in most Ontario workplaces; and

WHEREAS it is deemed expedient in the interest of efficient administration of the Township's affairs, to regulate the terms of employment of its various employees;

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

**PART 1      DEFINITIONS**

- 1.1 (a) "Corporation" means the Corporation of the Township of Essa.
- (b) "Council" means the Council of the Corporation of the Township of Essa.
- (c) "Employee" means any salaried officer, clerk, work person, servant or other person in the employ of the Township but does not include any person in the employ of any local board.
- (d) "Leave" means authorized absence from duty by an employee during his or her regular or normal hours of work.
- (e) "Local Board" means any local board as defined in the *Municipal Act*, R.S.O. 1990, Chapter M45 as amended.
- (f) "Permanent Employee" means an employee engaged for an indefinite period of time and working in a position for which the regular work week is not less than 35 hours, has satisfactorily completed his/her probationary period of employment, and whose permanent placement on staff has been approved by Council.
- (g) "Personal Emergency Leave" means leave taken for any of the reasons set out in s. 50 of the Ontario *Employment Standards Act*, which include: personal illness, injury or medical emergency; the death, illness or injury of a close family member; or other emergency situations involving one of the family members listed in the legislation.
- (h) (i) "Probationary employee" shall mean an employee hired by the Corporation to a position of permanent employment, but who has not completed six (6) months of service from the date of employment.

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(ii) Notwithstanding Subsection (h)(i), the probationary period for all Department Heads as defined in Section 1.3(a) – (f) of this By-law, shall be one (1) year from the time they are hired for, or promoted to, such a position

(i) "Scheduled Regular Day" shall mean:

- (i) a regular day of work for which an employee is normally expected to work; or
- (ii) a regular day of work which an employee has taken as part of his/her annual vacation; or
- (iii) a regular day of work which an employee is sick and qualifies for sick pay under Section 5.6; or
- (iv) a regular day of work which an employee is on bereavement leave and qualifies for pay under Section 10.1; or
- (v) a regular day of work which an employee is on jury duty and qualifies for pay under Section 9.2.

(j) "Seniority" means the length of service in the employ of the Township.

(k) "Temporary or Part-Time Employee" means all employees other than permanent employees.

(l) "Township" means the Township of Essa.

1.2 For the purpose of this By-law and notwithstanding paragraph (c) and (e) of Section 1.1, persons in the employ of the Township of Essa Public Library Board, are deemed employees of this Library Board pursuant to the *Public Libraries Act*.

1.3 "Department Head", for the purposes of this By-law means;

- (a) In the case of Parks and Recreation Departments, the Manager of Parks and Recreation;
- (b) In the case of employees of the Township Roads Department, the Manager of Public Works;
- (c) In the case of the Finance Department Employees, the Manager of Finance;
- (d) In the case of the Fire Department Employees, the Fire Chief;
- (e) In the case of the Clerk's Department Employees, the Clerk;
- (f) In the case of the Planning and Development Department Employees, the Manager of Planning and Development;
- (f) In the case of the Clerk, the Manager of Finance, the Manager of Planning and Development, the Manager of Public Works, the Manager of Parks and Recreation, and the Fire Chief, the CAO;
- (g) In the case of the CAO, Council.

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**PART 2      APPLICATION**

- 2.1 Unless otherwise provided, this By-law applies only to permanent employees of the Corporation.
- 2.2 Unless otherwise provided, the employment policies, terms and conditions for temporary and part-time employees and probationary employees shall be as enacted in the *Employment Standards Act* R.S.O., 1990, Chapter E14 as amended, and other employment legislation in the Province of Ontario as amended from time to time.
- 2.3 All terms, conditions and policies regarding permanent employees of the Corporation, including hours of work, minimum wage, overtime pay, pregnancy and parental leave, other forms of statutory leave and termination of employment, which are not prescribed in this By-law shall be as prescribed by the *Employment Standards Act*, as amended, the *Workplace Safety and Insurance Act* (WSIA), and other relevant Provincial Statutes as amended, and other By-laws and resolutions of the Corporation as enacted from time to time.
- 2.4 In the case of conflict between this By-law and Provincial Statutes, the latter shall prevail.

**PART 3      PUBLIC AND DESIGNATED HOLIDAYS**

- 3.1 (a) The following days are Public Holidays, as defined and administered according to the *Employment Standards Act*:

New Year's Day	Victoria Day	Thanksgiving Day
Family Day	Canada Day	Good Friday
Labour Day	Christmas Day	Boxing Day

- (b) The following days shall be designated as Holidays:

Easter Monday      Civic Holiday      ½ Day December 24<sup>th</sup>      ½ Day December 31<sup>st</sup>

- 3.2 Subject to Sections 3.3, 3.4 and 3.6 - All permanent and probationary employees with three months service shall be given time off with pay on designated holidays.
- 3.3 Section 3.2 does not apply if,
- (a) the employee fails to work his/her scheduled regular day of work preceding, or his/her scheduled regular day of work following, the designated holiday, or
- (b) the employee has agreed to work on the designated holiday and without reasonable cause fails to report for and perform the work.
- 3.4 Where a public or designated holiday falls upon a working day for an employee, the Township through the Department Head, may agree with the employee that the employee shall work on the public or designated holiday and substitute another working day for the public or designated holiday, which day shall be not later than the next annual vacation of the employee, and the employee shall be entitled to said day off with pay.

- 3.5 Where an employee works on a public or designated holiday, he/she shall be paid at a rate of one and one-half (1 ½) times his/her regular rate and, unless another day is substituted pursuant to Section 3.4, his/her regular wages in addition thereto.

In the case of a Roads Department employee, he/she shall be paid at a rate of two (2) times his/her regular rate for work performed on Christmas Day, Boxing Day, and New Year's Day, and one and a half (1 ½) times his/her regular rate on all other designated holidays, and, unless another day is substituted pursuant to Section 3.4, his/her regular wages in addition thereto.

- 3.6 When a public or designated holiday falls during the annual vacation of an employee, the Township shall:

- (a) with the agreement of the employee pay the employee his/her regular wages for the public or designated holiday, or,
- (b) substitute a working day that is not later than the next annual vacation of the employee and the employee shall be entitled to said day off with pay.

- 3.7 When a public or designated holiday falls on a Saturday or Sunday, the next regular day of work shall be deemed to be the public or designated holiday.

- 3.8 This part shall apply to any other day proclaimed as a public holiday by the Governments of Ontario or Canada but shall not apply to Remembrance Day.

#### **PART 4      ANNUAL VACATION**

- 4.1 An employee with less than twelve (12) months continuous service with the Township shall be entitled to receive vacation pay in accordance with provisions of the *Employment Standards Act* if his/her employment is terminated.

- 4.2 (a) All employees shall receive annual vacation leave with pay as follows:

- (i) On the completion of one (1) year of service - two (2) weeks
- (ii) On the completion of five (5) years of service - three (3) weeks
- (iii) On the completion of ten (10) years of service - four (4) weeks
- (iv) On the completion of seventeen (17) years of service - five (5) weeks

- (b) 1 week of vacation time earned shall equal 35 hours for a 35 hour a week employee and 1 week of vacation earned shall equal 40 hours for a 40 hour a week employee.  
(Part 11 – Hours of Work)

- 4.3 Time of service shall include the period for which an employee was a probationary employee.

- 4.4 The vacation year shall be the anniversary year of each individual employee.

- 4.5 Subject to Section 4.6, annual vacation leave shall be taken within the applicable vacation year, as stated in Section 4.2 (a).

- 4.6 Although carry-over of annual vacation leave is discouraged, an employee may apply to their Department Head to carry-over part of his/her annual vacation leave, provided no

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employee is permitted to take less than two (2) weeks in any vacation year after one year of service, unless authorized by the Chief Administrative Officer.

- 4.7 Although employees may request a particular period or periods to take annual vacation leave, the taking of such leave at requested times is subject to the discretion of the Department Head.
- 4.8 Subject to the discretion of the Department Head, in the event two or more employees wish to take annual vacation leave for the same period, seniority shall govern provided the employee claiming seniority has requested such leave prior to February 1 of the year in which the leave is to be taken. After February 1, vacation time shall be at the discretion of the Department Head on a first come, first served basis.
- 4.9 Annual vacation pay shall be at an employee's regular rate of pay.
- 4.10 An employee whose employment is terminated shall receive:
  - (a) annual vacation pay for any unused annual vacation leave to which he/she is entitled for completed years of service; and in addition,
  - (b) vacation pay for the time served during the incomplete vacation year in proportion to the annual vacation leave he/she would have been entitled to on completing said vacation year.
- 4.11 Subject to Section 4.1 the employee is not permitted to take cash-in-lieu of vacation unless so authorized pursuant to the *Employment Standards Act*.
- 4.12 Department Heads' vacation shall be submitted to the CAO with reasonable advance notice.

#### **PART 5      SICK LEAVE AND PERSONAL EMERGENCY LEAVE**

- 5.1 For the purpose of this part, sickness means a physical or mental condition or disability (and does not include pregnancy), which renders the employee unable to fulfil, reasonably or capably, the requirements of his/her job.
- 5.2 Each employee shall be awarded a sick leave credit at a rate of one-half day per month, in the amount of the established and approved length of regular work day for the applicable month.
- 5.3 Regular attendance shall include annual vacation leave, bereavement leave and jury duty leave but shall not include pregnancy and/or parental leave or any month in which any sick leave without pay is taken.
- 5.4 The sick leave credits of an employee shall be accumulative but at no time shall they exceed six (6) days total per employee which may be equal to 42 hours for a 35 hour a week/7 hours a day Administrative employee, 48 hours for a 40 hour a week/8 hours a day Parks and Recreation employee, 53 hours for a 40 hour a week/8 and 10 hours a day Parks and Recreation and Roads employee. (Part 11 – Hours of Work.)

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- 5.5 A probationary employee shall not accumulate sick leave credits, but upon becoming a permanent employee he/she shall be credited with three (3) days in recognition of his/her probationary period equal to 21 hours for a 35 hour a week employee and 24 hours for a 40 hour a week employee. (Part 11 – Hours of Work.), but only upon the completion of six (6) months of continuous service.
- 5.6 Subject to section 5.10(c), any employee who is absent because of sickness shall be paid sick leave during absence to the extent of his/her accumulated sick leave credits.
- 5.7 No employee shall receive sick leave pay if his/her sick leave credits have been exhausted.
- 5.8 The time absent for sickness shall be deducted from any existing sick leave credits.
- 5.9 Sick leave pay shall be at the same rate as annual vacation pay.
- 5.10 Sick leave pay will only be paid:
- (a) In the event of illness, and not accident or hospitalization. In the event of the illness of a child, spouse/partner, or parent, at the discretion of the Department Head, the production by the employee of reasonable evidence to substantiate the use of sick leave may be requested by the Township. In appropriate cases, this may include a request that the employee produce a medical certificate.
  - (b) If an employee is unable to attend at work as scheduled and he/she has notified the Immediate Supervisor or designate, failing that the CAO, or designate, not later than the employees scheduled starting time, providing details of the reasons for his/her absence from work and of the expected duration of the absence. (The employee may subsequently offer evidence of extenuating circumstances that explains the failure to provide notice as above.)
  - (c) In any event, no payments shall be made from sick leave credits for more than three (3) consecutive days at any one time.
  - (d) If the employee is not employed for gain by any person during his/her absence.
- 5.11 If an employee is required to be absent from work for one of the reasons for which "personal emergency leave" may be taken under s. 50 of the Employment Standards Act, at a time when they could not yet have accumulated 2 days of sick leave credits (e.g., during their probationary period or during the first 4 months of a new calendar year), the employee will, nevertheless, be granted up to two days off with pay as per s. 50 of the Employment Standards Act. Any paid time granted under this section will subsequently be deducted from the employee's sick leave credits once they are earned. In no case will an employee be entitled to more than 6 paid days of combined personal emergency leave under this section and sick leave in a calendar year.
- 5.12 Section 5.11 will not apply if the reason for which the employee requires leave entitles them to paid bereavement leave under Part 10 of this by-law.
- 5.13 Any additional personal emergency leave days that an employee requires beyond those provided for under section 5.11, for which neither paid sick leave nor paid bereavement

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leave is available, will be granted as days of leave without pay. Employees are entitled to take a maximum of 10 days of combined personal emergency (paid and unpaid), sick and bereavement leave in a calendar year.

- 5.14 An employee is entitled to benefits under this by-law for an absence which falls on a holiday recognized by the Township. He/she shall not be entitled to, nor be paid for, both sick leave benefits and the public or designated holiday, on the day in question.
- 5.15 Time off during normal working hours may be paid from accrued sick leave credits for medical or dental appointments upon the approval of the Department Head. The employee must produce proof of appointment and a signed certificate following the appointment, to the Department Head, if requested.
- 5.16 The Municipality shall not contribute to the payment of premiums for the Group Benefit package with an Insurance Provider, or other insurer as the case may be, when an employee is on lay-off, unauthorized or authorized leave of absence without pay for one (1) week or longer, long term disability, or unless otherwise approved by the CAO or designate. However, excepting when an employee is on lay-off, or an unauthorized leave of absence, said employee may continue to receive the employee benefits provided for in this By-law provided the employee pays one hundred percent (100%) of the required payment.

Where an employee is on pregnancy and/or parental leave or Workers Compensation, the Municipality's contribution to benefits will be in accordance with the *Employments Standards Act*, and any subsequent amendments and WSIA, and any subsequent amendments.

**PART 6**      **PREGNANCY AND PARENTAL LEAVE**

- 6.1 Pregnancy and Parental Leave shall be in accordance with the *Employment Standards Act*, and any subsequent amendments.

**PART 7**      **CANADA PENSION PLAN AND O.M.E.R.S.**

- 7.1 In addition to the Canada Pension Plan, every employee, shall join the basic Ontario Municipal Employees Retirement System, (O.M.E.R.S.) Pension Plan, effective the date of commencement of employment.
- 7.2 The Municipality and the employee shall make contributions to these plans in accordance with the Provincial Legislation and regulations thereto.

**PART 8**      **HOSPITAL INSURANCE**

- 8.1 The Municipality shall pay an Employment Health Tax as per Provincial Legislation.

**PART 9**      **JURY DUTY LEAVE**

- 9.1 Employees who are required to serve as candidates for jury duty, jurors or subpoenaed witnesses shall be granted leave of absence for that purpose and may, at the discretion of the Department Head, be required to produce proof of such service. The employee shall notify his/her Supervisor or designate immediately of such call to jury duty.

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- 9.2 If an employee is required to be on jury duty or a subpoenaed witness that is in relation to another place of employment or contract services that the employee is involved with, at the discretion of the Department Head, such jury duty and witness leave shall not be paid to the employee.
- 9.3 An employee granted leave of absence pursuant to Section 9.1 shall be paid his/her normal rate of pay for such absence, provided,
- (a) The employee reports for work when not actually required for the Court day, or if the employee is dismissed from Court he/she shall report for work if more than 2 hours remain in the employee's normal work day.
  - (b) The employee deposits with the Township's Manager of Finance, the total amount received for serving as a juror or subpoenaed witness not including any allowance for expenses (including mileage), and,
  - (c) The employee, on returning to duty, presents a certificate showing the period of such "service" and the amount of compensation received.
- 9.4 The rate of pay for Section 9.2 shall be the same as the annual vacation pay. (Section 4.9).

**PART 10      BEREAVEMENT LEAVE**

- 10.1 An employee shall be eligible for up to four (4) days leave of absence with pay, provided that such day consecutively follows regular work days, to attend the funeral of a member of his/her immediate family, subject to approval by his/her immediate supervisor or designate.
- 10.2 Immediate family shall mean the employee's parent, spouse, common-law, same sex partner, child, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandparent-in-law, and grandchild; or a person to whom the employee is in loco parentis.
- 10.3 A paid leave of absence for up to one (1) working day will be granted for the purpose of attending the funeral of a member of the employee's family who is not considered "Immediate Family" or for a close friend, subject to approval by his/her immediate supervisor or designate.
- 10.4 The rate of pay for Section 10.1 and 10.3 shall be the same as the annual vacation pay. (Section 4.9)
- 10.5 The Township shall be entitled to demand proof of death and relationship before payment is made pursuant to Sections 10.1 and 10.3.
- 10.6 This policy refers to permanent employees only. (Section 2.1)

**PART 11      HOURS OF WORK AND OVERTIME**

**Roads Department Staff**

- 11.1 The normal work period for all outside Roads Department employees, will be 40 hours,

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with the daily work day being from 7:00 a.m. to 3:30 p.m., Monday through Friday, with one 30 minute lunch break. During the summer season, the Manager of Public Works may alter this normal daily work period to provide for four (4) – ten (10) hour days totalling 40 hours per week, or such other schedule deemed appropriate by the Manager of Public Works and pay and compensation shall be reflective of the length of established and approved work day.

- 11.2 Permanent hourly paid employees shall be paid an overtime rate of one and one half (1 ½) times their regular rate for time worked in excess of a forty (40) hour work week, except Sundays, for which an overtime rate of two (2) times their regular rate will be paid, and, except when such overtime occurs on a public or designated holiday, which rate shall be set out under Section 3.5 in this By-law.
- 11.3 Subject to Section 11.5, all Roads Department employees will accept reasonable requests for after hour emergency work required to ensure the continued delivery of essential public services, as determined by the Roads Supervisor and/or his/her designate, with overtime to be paid on eligible hours worked.
- 11.4 The Township, at the discretion of the Roads Supervisor and/or his/her designate, will have the right to send any or all employees home after they have worked an eight (8) hour day. This eight (8) hour period could include hours prior to 7:00 a.m.
- 11.5 Instead of being paid overtime, an employee may with the consent of the employer choose to take time off equivalent to 1 ½ times the regular rate, which is earned. The time off will be taken at a time mutually convenient for the Corporation and the employee concerned. It is understood that lieu time is capped at sixty (60) hours annually.
- 11.6 The Township, at the discretion of the Manager of Public Works and/or designate, will have the right to schedule the hours of work, including but not limited to, rotating shifts for Roads Department staff, a winter patrol person and weekend standby.
- 11.7 The Roads Department employees will be required to perform on-call duty on a weekly basis during the spring, summer and fall seasons, in accordance with a list posted by the Manager of Public Works or designate. Any changes to this list amongst the employees shall be approved if the change is mutually agreed upon, and the Supervisor is notified in advance and approves of the change. The employee on-call is required to hold himself or herself readily available outside of normal working hours of work for dispatch on-calls which are necessary in order to ensure the continued delivery of essential public services.
- 11.8 Prior to an employee's shift, employees designated for on-call duty who are unable to perform such duties because of illness, shall notify his/her Supervisor or designate immediately.
- 11.9 Employees on-call shall be allowed to secure additional help in order to service an emergency call-out if the job requires more than one (1) employee.
- 11.10 Subject to Section 11.5, noted above, employees designated for on-call duty, will be paid when called out at the rate of one and one-half (1 ½) times his/her current hourly rate of pay when in excess of forty (40) hours per week. In addition, the employee may be allowed to take home a Township vehicle, to be used for Township purposes only.

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11.11 When an employee is called in for emergency overtime work outside of his/her normal working hours, he/she shall be provided with a minimum payment of three (3) hours at the appropriate premium rate or the actual time worked at the appropriate premium rate, whichever is greater. No additional payment will be made for more than one (1) call-out during the three (3) hour period. When the employee has completed his/her call-out work, he/she will be allowed to return to his/her home, provided he/she has checked to ensure that additional calls have not been received.

11.12 Call-out provisions shall not apply when overtime is a direct extension of a working day.

### **Parks Staff**

11.14 The normal work period will be forty (40) hours with the daily work day being from 7:00 a.m. to 3:30 p.m. Monday through Friday or as scheduled by his/her Supervisor.

11.15 Notwithstanding Section 11.14, a Parks employee's hours may be adjusted by the Manager of Parks and Recreation or designate as required based on weather conditions.

The normal work period for all outside employees, will be 40 hours, with the daily work day being from 7:00 a.m. to 3:30 p.m., Monday through Friday, with one 30 minute lunch break. During the summer season, the Manager of Parks and Recreation or designate may alter this normal daily work period to provide for four (4) – ten (10) hour days totalling 40 hours per week, or such other schedule deemed appropriate by the Manager of Parks and Recreation or designate.

Should a ten (10) hour work day schedule be established by the Manager of Parks and Recreation or designate for the operation and maintenance of Township parklands and facilities, an employee may be required to work up to eight (8) ten hour days in a row with two (2) ten hour days off during the two week pay period. The Parks & Recreation Department employee's hours of work may be averaged over a period of not more than four weeks for the purpose of determining the employee's entitlement, if any, to overtime pay.

11.16 Parks staff may be assigned to duties with the Roads Department from time to time at the discretion of the Manager of Parks and Recreation or designate.

11.17 Parks employees will accept reasonable requests for after hour emergency work that is necessary to ensure the continued delivery of essential public services, as determined by the Manager of Parks and Recreation or designate and/or his designate, with overtime to be taken as time off at a rate of one and one half (1 ½) hours for each hour worked. Such time off shall be taken as approved by the Manager of Parks and Recreation or designate.

11.18 Section 11.11 shall apply to Parks employees.

### **Recreation Centre Staff**

11.19 The regular work week for employees at the Essa Recreation Centres in Angus and Thornton will consist of forty (40) hours exclusive of one half ( ½ ) hour for lunch during each shift, subject to the requirements of the Department. Said working hours may be scheduled as a day or evening shift Monday through Sunday with two (2) consecutive days off per week and at least one (1) complete weekend off in four (4).

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Should a ten (10) hour work day schedule be established by the Manager of Parks and Recreation or designate for the operation of the Township's Arenas, an employee may be required to work up to five (5) ten hour days in a row with three (3) ten hour days off during the two week rotating shift pay period. The Parks and Recreation Department employee's hours of work may be averaged over a period of not more than four weeks for the purpose of determining the employee's entitlement, if any, to overtime pay.

- 11.20 The Corporation agrees that there will be two (2) paid break periods allowed each shift, one in the first half and one in the second half of the shift, subject to the understanding that such break periods will not unduly interfere with the efficient operation of the Corporation, or as required by the *Employment Standards Act*.
- 11.21 Instead of being paid overtime, an employee may with the consent of the employer choose to take time off equivalent to 1 ½ times the regular rate, which is earned. The time off will be taken at a time mutually convenient for the Corporation and the employee concerned. It is understood that lieu time is capped at sixty (60) hours annually.
- 11.22 Notwithstanding Section 11.19, during the period that there is no ice surface, Recreation Centre employees may be required to work at parks and road operations, and as such will be subject to the hours set out in Section 11.14, 11.15 and 11.1 respectively.
- 11.23 Where an employee is called in to work overtime outside his/her normal working hours, Sections 11.11 and 11.12 shall apply, with the exception that the terms of 11.21 shall apply.

#### **Administrative Centre Staff and Other Staff**

- 11.24 The normal work period will be a thirty-five (35) hour week with the daily work day being 8:30 a.m. to 4:30 p.m., Monday through Friday, or as agreed to or scheduled by his/her supervisor provided that each Administrative employee works seventy (70) hours within a pay period.
- 11.25 Overtime for non-management employees shall be one and one half (1½) hours off for each hour worked in excess of regular hours or as specified in the job description (such as but not limited to the Building Inspectors, Deputy Chief Building Official and Municipal Law Enforcement Officer), in lieu of financial remuneration.
- 11.26 All overtime for non-management must be approved by the Department Head and/or the CAO, prior to the commencement of overtime. Time off, in lieu of overtime, shall be arranged between the employee and his/her Department Head, at a time suitable to the Department Head.
- 11.27 The following positions namely, CAO, Clerk, Fire Chief, Manager of Finance, Manager of Public Works, Manager of Planning and Development, Working Recreation Centre Manager/Parks Supervisor, Working Recreation Centre Supervisor, Manager of Parks and Recreation, Chief Building Official, Deputy Treasurer and Deputy Clerk shall, in lieu of receiving monetary remuneration for overtime, receive five (5) working days off in lieu of overtime worked in each anniversary year, equal to 35 hours for a 35 hour a week employee and equal to 40 hours for a 40 hour a week employee (Part 11 – Hours of Work), subject to the approval of the CAO.

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11.28 That two (2) extra floater days, equal to 14 hours for a 35 hour a week employee and equal to 16 hours for a 40 hour a week employee, (Part 11 – Hours of Work) be given in lieu of overtime to Department Heads for attending Council and Budget Meetings, and that they must attend, at the least, 75% of the meetings, subject to CAO approval.

**PART 12**      **REST PERIODS**

- 12.1 All employees will be allowed two (2) paid fifteen (15) minute rest periods per day as required by the *Employment Standards Act*, as scheduled by his/her supervisor.
- 12.2 All employees, except those noted in Sections 11.1, 11.14 and 11.19, shall be given a sixty (60) minute unpaid meal period which, except under emergency conditions, shall be continuous and uninterrupted, as scheduled by his/her Supervisor.
- 12.3 Employees as noted in Section 11.1, 11.14 and 11.19 shall be given a thirty (30) minute, unpaid meal period which, except under emergency conditions, shall be continuous and uninterrupted, as scheduled by his/her Supervisor.
- 12.4 Roads and Parks employees are required to take their lunch breaks and fifteen (15) minute rest periods at the workplace or worksites unless alternate arrangements have been authorized by the Supervisor or designate.

**PART 13**      **MISCELLANEOUS**

**Continuing Education**

- 13.1 All permanent employees are encouraged to take courses of instruction or training directly related to the employee's job.
- 13.2 An employee may enrol in a course of training providing that:
- (a) The Township's gross cost involves only tuition and/or registration, examination, books and/or course materials, transportation, accommodation and meals.
  - (b) If time off is necessary to attend said course, it must be approved by the employee's Department Head and the CAO and necessary funding is included in the approved operating budget.
  - (c) Overtime compensation shall not apply when an employee attends a conference, seminar or training session paid by the Corporation.
- 13.3 The eligible employee shall be reimbursed on the following basis:
- (a) Tuition and/or registration upon supplying the Township's CAO with satisfactory proof of successfully completing the course. In courses where no examinations are held, upon the eligible employee supplying the Township's CAO with satisfactory proof that he/she attended at least 80% of the total lectures;
  - (b) Examination fees and other similar fees, upon presentation of receipts to the Township's CAO;
  - (c) Books and course materials, upon presentation of receipts to the Township's CAO;
  - (d) Transportation, accommodation and meals, upon presentation of receipts to the

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Township's CAO.

- 13.4 When an eligible employee attends an education or training course of which the gross Township cost, excluding salary, exceeds \$250.00, the employee shall agree to remain an employee of the Township for a period of one (1) year following the completion of the course, or the employee shall reimburse the Township at the rate of ten percent (10%) of the total Township costs for each month of the year for which the requirement was not fulfilled to a maximum of the total gross Township costs.

#### **Related Associations**

- 13.5 Department Heads are encouraged to join and participate in an Association directly related to their position upon receiving budget approval, and approval of the Department Head and the CAO.

Department Heads will be permitted to attend regularly scheduled meetings of the Association without Council's permission, providing the meetings are not held more often than once bi-monthly. Subject to CAO approval.

#### **Attendance Record**

- 13.6 As soon as reasonable in each calendar year, the Township will provide an employee with a written statement of attendance.

#### **Leave of Absence**

- 13.7 Leave of absence other than as provided in this By-law is discouraged, but the CAO retains the discretion to grant a leave of absence without pay for any period, for any justifiable reason, upon written request from a Corporation employee.

#### **Request for Leave**

- 13.8 Unless otherwise provided, all requests for leave with pay pursuant to this By-law, shall be in writing and shall be approved by the Department Head and submitted to the CAO office.

All requests for leave shall be made as soon as reasonably possible.

Leave of absence other than pursuant to this By-law may result in disciplinary action that may or may not be limited to dismissal or suspension or forfeiture of pay.

#### **Mileage**

- 13.9 Employees using privately owned vehicles on Township business shall be paid at a rate established by the Council from time to time.

#### **Benefits where a premium is paid**

- 13.10 Benefits for which a premium is paid for by the Corporation shall be included under a separate By-law.

#### **Notice of Resignation**

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- 13.11 (a) All employees, save and except Department Heads, shall submit in writing to their Department Heads, a notice of resignation of employment with the Township at least ten (10) working days prior to the last working day.
- (b) Department Heads shall submit in writing to the CAO and Council, a notice of resignation of employment with the Township twenty (20) working days prior to the last working day.

**Emergency Closing of Administration Centre or other Municipal Buildings**

- 13.12 If an emergency condition affecting the Administration Centre or other Municipal Buildings occurs during normal office hours, the CAO has the authority to send employees home and take whatever other action he/she feels necessary to rectify the emergency, including assigning such employees to work at other facilities.

**Retirement Gift**

- 13.13 A permanent employee who meets the Ontario Municipal Employees Retirement System criteria for early retirement shall be entitled to receive a gift valued at \$10.00 for every year of service to a maximum of \$200.00.

**Retirement Allowance for Extended Health Care – Drug**

- 13.14 (a) Premiums for extended health care coverage shall be continued to be paid for employees who meet the Ontario Municipal Employees Retirement System criteria for early retirement to a maximum of five (5) years or to age sixty-five, whichever comes first, based on years of service as follows:

Five (5) years of service – one (1) year paid benefits

Ten (10) years of service – two (2) years paid benefits

Fifteen (15) years of service – three (3) years paid benefits

Twenty (20) years of service – four (4) years paid benefits

Twenty-five (25) years of service – five (5) years paid benefits

- 13.14 (b) **Purchase of Extended Health Care – Drug until Age 65**

Notwithstanding Section 13.14 above, employees of the Township of Essa (and those employees who retired after January 1, 2015), with 20 or more years of service may purchase premiums for extended health care – drug once the Retirement Allowance for Extended Health Care – Drug (Section 13.14) has expired and the employee has not reached the age of 65. The cost to purchase these benefits will be borne 100% by the employee.

**Extension of Benefits at Age 65**

- 13.15 Premiums for extended health and dental care coverage (excluding life insurance and long-term disability coverage) shall be continued to be paid for employees working full time who choose to work past sixty-five (65) years of age, on the understanding that the Ontario Drug Benefit (ODB) for Senior Citizens plan is the first payer for all eligible drug claims. The Township of Essa's Health Care Coverage Provider shall not pay for the costs of services or supplies payable or available under any government-sponsored plan

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or program, except as described under *Integration with Government Programs*.  
Extended Health and Dental benefits shall terminate at the maximum age of seventy-five (75). The Township of Essa reserves the right to change or terminate the coverage at any time.

**Probationary Period**

13.16 In order to give the Township time to determine whether the working environment is satisfactory, and for the Township to determine suitability for the job, a probationary period as set forth in Part 1, Section 1.1, (g) (i) and (ii), has been established, within which either the Township or the Probationary Employee may terminate the employment without cause, by giving two (2) week's notice in writing or pay in lieu of notice, in accordance with the *Employment Standards Act*.

Notwithstanding the foregoing, the Township may extend the probation period with notice, or terminate the employment at any time during the probationary period without notice, or payment in lieu of notice, where cause exists.

Should any Section, subsection, clause, paragraph or provision of this By-law be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the By-law as a whole or any part thereof, other than the provisions so declared to be invalid.

14. That By-law No. 2018-23 is hereby repealed.

15. That this By-law shall come into force and take effect on the day of final passing thereof.

READ A FIRST, AND TAKEN AS READ A SECOND AND THIRD TIME AND FINALLY PASSED on this the 1st day of April, 2020.

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Sandie Macdonald, Mayor

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Lisa Lehr, Clerk

**THE CORPORATION OF THE TOWNSHIP OF ESSA**

**BY-LAW 2020 - 31**

**Being a By-law to confirm the proceedings of the Council meeting held on the 1<sup>st</sup> day of April, 2020.**

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 1<sup>st</sup> day of April, 2020 and, in respect of each recommendation contained in the Minutes of the Regular Council meeting held on the 25<sup>th</sup> day of March, 2020, and the Committee of the Whole meetings held on the 25<sup>th</sup> day of March, 2020; 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 1<sup>st</sup> day of April, 2020.

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Sandie Macdonald, Mayor

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Lisa Lehr, Clerk