

**THE CORPORATION OF THE TOWNSHIP OF ESSA
REGULAR COUNCIL MEETING
WEDNESDAY, APRIL 3, 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 Public, Committee of the Whole and Regular Council meetings held on the 20th day of March, 2019 be adopted as circulated.*

- 4. CONSENT AGENDA**

Recommendation: *Be it resolved that the items listed in the Consent Agenda dated April 3rd, 2019 be approved as presented, and that the necessary action be taken.*

- 5. COMMITTEE REPORTS**

p. 20 **a. Nottawasaga Police Services Board**

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

p. 46 **b. Essa Public Library Board**

Recommendation: *Be it resolved that the minutes of the Essa Public Library Board from their meeting of March 4, 2019 be received.*

- 6. PETITIONS**
- 7. MOTIONS AND NOTICES OF MOTIONS**
- 8. UNFINISHED BUSINESS**
- 9. BY-LAWS**

p. 54 **a. By-law 2019-27**

Recommendation: *Be it resolved that leave be granted to introduce By-law 2019-27, that being a By-law for the licensing and registration of dogs; for regulating the control of dogs; and for the impounding and seizure of dogs within the Township of Essa; and to amend By-law 2006-18; and, that said By-law be read a first, and taken as read a second and third time and finally passed.*

p. 55 **b. By-law 2019-28**

Recommendation: *Be it resolved that leave be granted to introduce By-law 2019-28, 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.*

p. 56 **c. By-law 2019-29**

Recommendation: *Be it resolved that leave be granted to introduce By-law 2019-29, that being a By-law to declare surplus and authorize the sale of PIN 58104-0887 (LT); Block 66, 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. 60 **d. By-law 2019-30**

Recommendation: *Be it resolved that leave be granted to introduce By-law 2019-30, that being a By-law to authorize the execution of and enter into a Development Agreement with Centre West Management Ltd. for Part Lot 31, Concession 3, being 35 Centre Street, Angus, 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. 79 **e. By-law 2019-31**

Recommendation: *Be it resolved that leave be granted to introduce By-law 2019-31, that being a By-law to appoint Robert Rosilius as Deputy Treasurer for the Township of Essa; and, that said By-law be read a first, and taken as read a second and third time and finally passed.*

10. QUESTIONS

11. CLOSED SESSION

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

- the security of the property of the Municipality or local board;*
- personal matters about an identifiable individual, including Municipal or local board employees;*
- a proposed or pending acquisition or disposition of land for Municipal or local board purposes;*
- labour relations or employee negotiations;*
- litigation or potential litigation, including matters before administrative tribunals, affecting the Municipality or local board;*
- advice that is subject to solicitor/client privilege, including communications necessary for that purpose;*
- a matter in respect of which a Council, Board, Committee or other body has authorized a meeting to be closed under another Act;*

- Information explicitly supplied in confidence to the municipality or local board by Canada, a province or territory or a Crown Agency of any of them;*
- a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization;*
- a trade secret or scientific, technical, commercial or financial information that belongs to the municipality or local board and has monetary value or potential monetary value;*
- a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board;*
- the subject matter relates to the consideration of a request under the Municipal Freedom of Information and Protection of Privacy Act;*
- an ongoing investigation respecting the municipality, a local board or a municipally-controlled corporation by the Ombudsman appointed under the Ombudsman Act, an Ombudsman referred to in subsection 223.13 (1) or the investigator referred to in subsection 239.2 (1) of the Municipal Act 2001, as amended;*
- If the meeting is held for the purpose of educating or training the members.*

a. **Motion to Rise and Report from Closed Session Meeting of April 3, 2019.**

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

12. CONFIRMATION BY-LAW

p. 81 **By-law 2019-32**

Recommendation: *Be it resolved that leave be granted to introduce By-law 2019-32 that being a By-law to confirm the proceedings of the Council and Committee of the Whole meetings held on this 3rd day of April, 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 17th day of April, 2019 following Committee of the Whole.*

THE CORPORATION OF THE TOWNSHIP OF ESSA
PUBLIC MEETING MINUTES
WEDNESDAY MARCH 20, 2019

Re: PROPOSED TEMPORARY USE ZONING BY-LAW AMENDMENT
(Z3/19 – 8014 9th Line and Z6/18 – 5616 County Road 27)

A Public Meeting was held on Wednesday, March 20, 2019 in the Council Chambers of the Administration Centre, Township of Essa.

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

Staff in attendance: C. Healey-Dowdall, Chief Administrative Officer
C. Traynor-Richter, Manager of Finance
D. Perreault, Manager of Public Works
C. Ross Tustin, Fire Chief
L. Lehr, Clerk

The Mayor opened the meeting by stating the purpose of this Public Meeting is to review two proposals for a Temporary Use Zoning By-law Amendment to permit a garden suite, in accordance with the provisions of the *Planning Act*. As well, to hear comments and review written submissions from the public and public agencies.

The Planner described the application as follows:

The Temporary Zoning By-law Amendment would permit a garden suite/granny flat on the property at 8014 9th Line on a temporary basis and 5616 County Road 27 for a period of approximately 20 years. The proposed Zoning By-law Amendments would rezone the above lands to Agricultural Exception One (A-1).

The Planner summed up agency comments as follows:

	<u>8014 9th Line</u>	<u>5616 County Rd 27</u>
County of Simcoe		Require Entrance Permit
School Board		
NVCA		No concerns with approval
Enbridge Gas	No objection	No objection

The Mayor then asked if anyone in the audience would like to speak, that speakers must state their name and address so that proper records may be kept and notice of future decisions be sent to those persons involved in the review process.

There was no one in attendance.

The Mayor then stated that if there were no further questions or submissions, Council wishes to thank all those in attendance for their participation. The planning office will be preparing a report and By-law to be presented to Council concerning this matter.

Sandie Macdonald, Mayor

Lisa Lehr, Clerk

THE CORPORATION OF THE TOWNSHIP OF ESSA
PUBLIC MEETING MINUTES
WEDNESDAY MARCH 20, 2019

RE: PROPOSED OFFICIAL PLAN AND ZONING BY-LAW AMENDMENT
(OPA 30 & Z5/18)
7511 9th Line, Part Lot 21, Concession 9

A Public Meeting was held on Wednesday, March 20, 2019 in the Council Chambers of the Administration Centre, Township of Essa.

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

Staff in attendance: C. Healey-Dowdall, Chief Administrative Officer
C. Traynor-Richter, Manager of Finance
D. Perreault, Manager of Public Works
C. Ross Tustin, Fire Chief
L. Lehr, Clerk

The Mayor opened the meeting by stating that the purpose of the Public Meeting is to review an application for an Official Plan and Zoning By-law Amendment relating to Part of Lot 21, Concession 9, in accordance with Sections 17 and 34 the Planning Act. As well, to hear comments and review written submissions from the public and other agencies.

The CAO/Planner, Colleen Healey-Dowdall, described the application as follows:

The Township has received applications to amend the Official Plan (OP) and Zoning By-law (ZBL). Supporting studies submitted to demonstrate that the proposal meets with policy and would be a good fit with the community include:

- Planning Report
- SAAR Environmental Limited Review Response
- C.C. Tatham Servicing Review
- Crozier Consulting Engineers Traffic Opinion Letter
- Stovel and Associates Agricultural Evaluation
- SAAR Environmental Limited Scoped Environmental Impact Assessment
- Tacoma Engineers Structural Report
- Valcoustics Canada Environmental Noise Feasibility Study

The studies have been available to the public for review and have been assessed by staff.

The current OP designation applying to the lands is Agricultural. The section of the OP which describes the intent of Agricultural lands states that Agricultural lands shall be protected and preserved for on-going agricultural uses. A wedding barn could interfere with the intent of the OP if the wedding barn use was to become significant, and not be secondary to the use of the lands for farming.

The current zoning of the lands is Agricultural (A) Zone. This Zone permits for the lands to be cropped and allows for a single-detached home to be occupied by one family. The house should not be rented for income during events, such as an Air BnB – this is the concern of one neighbour.

The proposal is to redesignate the lands to a site specific designation to allow for weddings (or celebrations) and rezone the lands in a similar fashion. The drive behind the proposed and other wedding barn proposals in the Municipality is that couples want to celebrate their special day in the country, surrounded by the natural components of the agricultural/rural area. The barn is not supposed to turn into an event centre which is used to host conventions, bridal shows, volleyball tournaments, bike rallies, and the like as there are other facilities existing for these events, already located in settlements/towns, meant to handle large crowds.

The policies of the Province are aimed at finding the right balance or fit for an agricultural area. The Provincial Policy Statement (PPS) contains policy that states that on-farm diversified uses must be compatible with the agricultural operations of the area. I believe that a wedding barn can be compatible if it doesn't grow too large and become an event centre.

The use is a special use to be granted permission in the Agricultural designation – at least at this time, the Township's OP does not recognize on-farm diversified uses. Provincial Guidelines are meant to protect agricultural land but also promote the rural economy. Council should balance objectives to grow our economy and also protect food land.

At present, the Township's Official Plan does not incorporate the new uses promoted by the Province in their Guideline document allowing for agricultural uses, ag-related uses and on-farm diversified uses in Agricultural areas. As such, the landowner has made application for site-specific permission through an Official Plan Amendment. They have hired a professional land use Planner to prepare a proper and complete application on their behalf taking into account all Provincial policy and relevant planning legislation of the day.

At this time the Langford's Planner, Genevieve Scott of Cuesta Planning, was asked to describe in further detail the proposal. Colleen Healey-Dowdall noted before the Planner, Genevieve Scott of Cuesta Planning, speaks, that the Municipality intends to listen to all comments to be received in a respectful manner and then following the meeting in the weeks to follow, the Township's own Planning team will assess all points of view and draft a report to Council making a recommendation.

Any decision may be a balance of interests and blending of ideas to ensure the best for Essa Township. The municipality can consider mitigation measures to help to ensure compatibility with the surrounding area.

Genevieve Scott, Cuesta Planning, presented the following:

- The subject lands are at 7511 9th Line
- The house is under construction – Mr. and Mrs. Langford will reside there
- A development permit was issued by NVCA
- Septic to be upgraded

- May – mid-November
- 250 people maximum
- Arrive mid-afternoon, leave different times
- Listed studies conducted
- Traffic – site entrance safety, 9th Line and 20th Sideroad intersection
 - No safety hazard, no upgrades
- Noise – modelled noise anticipated
 - 80 dbs in barn normal
 - Equipment to control noise can be installed
- Natural heritage
 - Greenlands beside
 - No alterations in Greenlands
 - No construction during bird breeding
 - Dark sky, lighting can be installed
 - Buffer from woodland possible
- Agrologist – impact on agriculture was assessed
 - Limited impact concluded
- Functional Servicing Report – stormwater management acceptable
- Everything of concern to be incorporated into future development agreement
- Planning Justification Report – reviews all legislation
 - Reviews Guidelines (on-farm diversified)
 - On a farm
 - Secondary to the agricultural use
 - Away from crops
 - Intermittent
 - No conflict with farm machinery
 - Limited in area – under 1 hectare
 - Use – agri-tourism acceptable by Province
 - Compatibility acceptable
 - Services are appropriate
 - Agricultural character not impacted
- Main policy objective to promote agricultural uses
- Negligible impact concluded
- Province allows on-farm diversified use on prime agricultural uses

Agency and neighbour comments were summed up as follows:

NVCA - No comments

SCDSB -

The Hutchinsons of 9th Line (shift workers) – concern for traffic

Dr. Werner A. Fabian of 5117 20th Sideroad – should limit the number of wedding events to no more than 10.

The Mayor then asked if anyone in the audience would like to speak, that speakers must state their name and address so that proper records may be kept and notice of decisions sent to those persons wanting to be involved in the review process. Comments are to be orderly, respectful and not repetitious.

Caroline Kallo, 5034 20th Sideroad:

Concerns:

- 1. Traffic, Honda parkway, speeding
- 2. Noise, weddings can be noisy – what about outside after 11pm?
- 3. Barn built – why apply now – after?

Heather Snyder, 4992 25th Sideroad:

Concerns:

- Traffic
- Gone too far
- Run on the road and very busy
- Walk dog on the 25th Sideroad
- Affects her health

Dr. Fabian, 5117 20th Sideroad:

Concerns:

- Close to intersection
- Not a good location
- Small community with 1 intersection
 - Most cars go south of barn to intersection
- Size of business will be too large
- Quality of life in Ivy impacted
- Building permit given, now what?
- Consider balance, traffic

Jim McDermott, 7497 9th Line:

Comment:

- Live right in front and has no concern at all

Kathy Holmes, 5018 20th Sideroad:

Concerns:

- Concerned about number of events
- Hours – lateness
- What are mitigation measurements?
- How noisy?
- Concerned with noise

Mayor Sandie Macdonald at this point asked if trees were planted. Mr. Langford answered that they planted over 8000 trees in sensitive areas. Using the original driveway, planted 200-300 trees around (not clear whereby description) to mitigate noise.

Violet Campbell, 4945 20th Sideroad:

Comments:

- No concern; supports application
- Closest neighbour
- Not rock concert
- Nothing wrong

Heather Snyder – speaking about past experience

Comments:

- Noise study done for Barrie Paintball
- Trees didn't help
- Trees magnify sound
- Built berm in front – that worked better than trees
- Berm best measure they found from real experience

Doug Drysdale, 6635 County Road 56:

Comments:

- Sound management and trees
- Evergreens absorb some; leaves rustle and this helps
- Noise from Ivy Hall generates more noise
- Sound will be less than noise from Ivy Hall

Dr. Fabian – main problem is traffic

The Mayor then confirmed that if there are no further questions or submissions, Council wishes to thank all those in attendance for their participation. The planning office will be preparing a report to be presented to Council concerning this matter. Council will then consider all matters and render a decision. A decision has not yet been made and again, please inform the Clerk or Planner should you wish further notice on this matter, if you have not written to us or spoken. The sign-in list outside of the Council Chambers will help to serve to notify us that you wish to be kept informed of this matter. Again, thank you for your participation in this community matter and your comments will be considered along with all others.

Sandie Macdonald, Mayor

Lisa Lehr, Clerk

THE CORPORATION OF THE TOWNSHIP OF ESSA
COMMITTEE OF THE WHOLE

WEDNESDAY, MARCH 20, 2019
6:00 p.m.

MINUTES

A Committee of the Whole meeting was held on Wednesday, March 20, 2019 in the Council Chambers of the Administration Centre, Township of Essa.

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

Staff in attendance: C. Healey-Dowdall, Chief Administrative Officer
C. Traynor-Richter, Manager of Finance
D. Perreault, Manager of Public Works
C. Ross Tustin, 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

None declared.

3. DELEGATIONS / PRESENTATIONS / PUBLIC MEETINGS

**a. Council Presentation – Essa Stallions Junior Hockey Team
2019 Canadian Premier Junior Hockey League 2019 President’s Cup
Champions**

Council congratulated the Essa Stallions on winning the 2019 Canadian Premier Junior Hockey League President’s Cup for a second year in a row. Council presented the team with a plaque and wished them success in their 2019-20 season.

**b. Delegation – Aware Essa
Re: Site of the Former Tree Seed Plant Facility**

Anne Learn-Sharpe represented Aware Essa in this delegation to Council. Anne provided a brief overview of the significance of the former Ontario Tree Seed Plant Facility to the community of Angus, focussing on the cultural heritage of the site. She added that Aware Essa believes that the site can continue to benefit the community if it remains in the possession of the municipality. On behalf of Aware Essa, Anne requested that Council consider designating part of the site as cultural heritage and support proposals whereby the lands would be kept in public hands.

Council thanked Aware Essa for the delegation and requested that staff investigate the process for designating the mature trees and stone gates located on the site as Cultural Heritage in the Official Plan.

c. Delegation – Ontario Clean Water Agency (OCWA)

Re: Review of OCWA Operations and Endorsement of 2018 Annual Drinking Water Reports

Natalie Baker, OCWA Business Development Manager, provided Council with an overview of their shared service programs which result in a cost-effective delivery of services to their partners. She also spoke about OCWA's "I Don't Flush" campaign and the "OneWater Education Program".

Natalie Baker provided Council with a snapshot of the 2018 Annual Drinking Reports, which included a breakdown of the Schedule 22 and Section 11 mandated reports.

OCWA thanked the Township of Essa for partnering with them for the past 25 years. OCWA representatives presented a plaque to Council in recognition of the 25 year partnership milestone.

Council thanked Natalie and OCWA for their delegation

d. Public Meeting

Re: Proposed Temporary Use Zoning By-law Amendments (Z3-19 and Z6-18) and Future Official Plan Amendment (OPA 33) – 5616 County Road 27, Cookstown-Thornton and 8014 9th Line, Ivy

See separate set of minutes.

e. Public Meeting

Re: Proposed Amendment to Official Plan (OPA 30) and Zoning By-law Amendment (Z5-18) and Business License Change - 7511 9th Line, Ivy

See separate set of minutes.

STAFF REPORT

4. PLANNING AND DEVELOPMENT

a. Staff Report PD017-19 submitted by the Manager of Planning and Development, re: Planning and Building Fees.

Resolution No: CW049-2019 Moved by: Henderson Seconded by: White

*Be it resolved that Staff Report PD017-19 be received; and
That Council does authorize increasing planning and building fees in accordance with the rates recently advertised as a means of moving towards full cost recovery; and*

That a By-law be brought forward for Council's consideration in their Regular Meeting.

----Carried----

- b. Staff Report PD020-19 submitted by the Manager of Planning and Development, re: 8926 McKinnon Road – Archaeological Study Terms.**

Resolution No: CW050-2019 Moved by: Sander Seconded by: White

*Be it resolved that Staff Report PD020-19 be received; and
That Council does authorize the landowner of 8926 McKinnon Road to initiate an Archaeological Study to extend only onto lands designated as Commercial and where development will occur, allowing the study limits to exclude the full property, given that only 4 hectares of the 9.5 hectares were designated as Commercial last year once the landowner submitted studies to demonstrate that planning approval was appropriate.*

----Carried----

- c. Staff Report PD021-19 submitted by the Manager of Planning and Development, re: Planning Services.**

Resolution No: CW051-2019 Moved by: Henderson Seconded by: Smith

*Be it resolved that Staff Report PD021-19 be received; and
That Council does authorize Ainley Group to work on planning files as needed to meet timelines in the Planning & Development Department; and
That Council does authorize advertising for the replacement of the full-time position of Manager of Planning & Development.*

----Carried----

- d. Staff Report PD022-19 submitted by the Manager of Planning and Development, re: Queensbrook-Briarwood – Zoning By-law Amendment, Z1/19.**

Resolution No: CW052-2019 Moved by: Henderson Seconded by: Smith

*Be it resolved that Staff Report PD022-19 be received; and
That Council does authorize a Zoning By-law Amendment to allow for reduced rear yard setbacks and an increase in lot coverage from 40% to 45% on certain lots only.*

----Carried----

5. PARKS AND RECREATION/ COMMUNITY SERVICES

6. FIRE AND EMERGENCY SERVICES

- a. Staff Report FD002-19 submitted by the Fire Chief, re: Renewal of Innisfil Fire Protection Agreement.**

Resolution No: CW053-2019 Moved by: Smith Seconded by: Sander

*Be it resolved that Staff Report FD002-19 be received; and
That Council does authorize the renewal of the Innisfil Fire Protection Agreement;
and
That a By-law be brought forward for Council's consideration.*

----Carried----

- b. Staff Report FD003-19 submitted by the Fire Chief, re: Proposed Emergency Services and Cellular Communications Tower, for Essa Fire Station # 2 – 135 King Street, Angus.**

Council requested that the Manager of Public Works provide Council with a report for future consideration if the Public Works Department will be utilizing the Tower, so as to allocate costs accordingly.

Resolution No: CW054-2019 Moved by: White Seconded by: Henderson

*Be it resolved that Staff Report FD003-19 be received; and
That Council does authorize the pending application from Signum Wireless; and
That a By-law be brought forward at a future meeting of Council authorizing the municipality entering into an Agreement with Signum Wireless to install and host all necessary Essa Fire Department emergency communications equipment.*

----Carried----

7. PUBLIC WORKS

- a. Correspondence submitted by Ontario Clean Water Agency (OCWA), re: 2018 Schedule 22 Summary Reports and 2018 Section 11 Annual Reports for the Angus, Baxter and Thornton Drinking Water Systems.**

Resolution No: CW055-2019 Moved by: White Seconded by: Sander

*Be it resolved that the 2018 Schedule 22 Summary Reports and the 2018 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 2018 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----

- b. **Staff Report PW008-19 submitted by the Manager of Public Works, re: County of Simcoe Free Compost and Mulch Program.**

Resolution No: CW056-2019 Moved by: Henderson Seconded by: Smith

*Be it resolved that Staff Report PW008-19 be received; and
That Council does approve participating in the County of Simcoe Free Compost and Mulch Program on May 10th to 12th, 2019; and
That the Angus Recreation Centre, Thornton Recreation Centre and the Township Roads Yard be the designated locations for the pickup of the compost and mulch.*

----Carried----

8. FINANCE

- a. **Staff Report TR006-19 submitted by the Tax Collector, re: Request to Write-Off/Adjust 2018 Taxes.**

Resolution No: CW057-2019 Moved by: Sander Seconded by: Henderson

*Be it resolved that Staff Report TR006-19 be received; and
That the Tax Collector be authorized to adjust taxes on the accounts listed on Schedule "A" of this report.*

----Carried----

- b. **Staff Report TR007-19 submitted by the Tax Collector, re: Request to Write Off/Adjust 2018 Taxes.**

Resolution No: CW058-2019 Moved by: Smith Seconded by: Sander

*Be it resolved that Staff Report TR007-19 be received; and
That the Tax Collector be authorized to adjust taxes on the accounts listed on Schedule "A" of this report.*

----Carried----

9. CLERKS / BY-LAW ENFORCEMENT / IT

- a. **Staff Report C014-19 submitted by the Deputy Clerk, re: 2019 General Assistance Grants.**

Council unanimously supported an amendment to the recommendation contained in the Report so as to include a donation in the amount of \$350.00 to the Thornton Horticultural Society.

Resolution No: CW059-2019 Moved by: Sander Seconded by: Smith

*Be it resolved that Staff Report C014-19 be received; and
That Council does approve the recommendations for the 2019 General Assistance Grants, as amended.*

----Carried----

b. Staff Report C015-19 submitted by the Clerk, re: Draft By-law – Expansion of Angus BIA Boundary.

Resolution No: CW060-2019 Moved by: White Seconded by: Smith

*Be it resolved that Staff Report C015-19 be received; and
That a By-law to expand the boundary of the Angus BIA be brought forward for
Council's consideration in their Regular Meeting.*

----Carried----

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

a. Staff Report CAO008-19 submitted by the Chief Administrative Officer, re: Proposed Increase to Ice Rental Fees.

Resolution No: CW061-2019 Moved by: Henderson Seconded by: Smith

*Be it resolved that Staff Report CAO008-19 be received; and
That Council does authorize an increase in hourly ice rental rates at the Angus
and Thornton Arenas, effective September 1, 2019, as follows:*

	<i>Present Hourly Rate</i>	<i>Proposed Hourly Rate</i>
<i>Adult Non-Residents (less than 80% residents)</i>	<i>\$232.90</i>	<i>\$240.00</i>
<i>Adult Residents (80% + residents)</i>	<i>\$207.80</i>	<i>\$220.00</i>
<i>Youth Prime Time</i>	<i>\$149.11</i>	<i>\$155.00</i>
<i>Non-Prime Time (6:00 a.m. – 5:00 p.m.)</i>	<i>\$133.50</i>	<i>\$138.00</i>

*And that the Clerk be authorized to schedule a Public Meeting to allow the public
an opportunity to comment on these proposed increases.*

----Carried----

11. OTHER BUSINESS

a. Intersection at 6th Line / 30th Sideroad

Council requested that the Manager of Public Works bring forward a report outlining options for improved safety at the intersection of 6th Line and 30th Sideroad. In an effort to provide for consistency in the speed limit on the 30th Sideroad, Council directed the Manager of Public Works to bring forward a By-law to the next Regular Meeting on the 3rd day of April, 2019 to reduce the speed limit from 80 km/h to 60 km/h in the area between the 6th Line to County Road 56.

b. Proposed Speed Limit Reduction - 6th Line / Highway 89

The Manager of Public Works updated Council advising that in order to obtain the necessary data from the speed display signs, the traffic study is still ongoing in the area of the 6th Line North of Highway 89. Council requested that this Item be brought forward for their consideration at the earliest opportunity.

c. AECOM – Volunteering in Community (April 13, 2019)

The Chief Administrative Officer informed Council that AECOM will be doing volunteer work in the community on April 13, 2019. Council supported consideration be given to a clean-up in the Pine River Trail/Fishing Park.

d. Strategic Planning Workshop

The Chief Administrative Officer requested that a Strategic Plan Workshop date be set with Council and Department Managers. The proposed date for the Workshop is April 2, 2019.

e. Ministry of Municipal Affairs Funding

Mayor Macdonald informed Council, staff and the public that the Township of Essa will be receiving \$676,935.00 in funding from the Ministry of Municipal Affairs. She stated that Minister Steve Clark recognizes that small and rural municipalities have a limited capacity to plan and manage the transformation of service delivery and identify more modern, efficient ways of operating is critical and complex work. As such, the purpose of this one-time unconditional funding is to support the efforts of smaller, rural municipalities in becoming more modernized and efficient.

12. ADJOURNMENT

Resolution No: CW062-2019 Moved by: Smith Seconded by: Sander

Be it resolved that this meeting of Committee of the Whole of the Township of Essa adjourn at 8:34 p.m. to meet again on the 3rd day of April, 2019 at 6:00 p.m.

----Carried----

Sandie Macdonald, Mayor

Lisa Lehr, Clerk

THE CORPORATION OF THE TOWNSHIP OF ESSA
REGULAR COUNCIL MEETING
WEDNESDAY, MARCH 20, 2019

MINUTES

A Regular Council meeting was held on Wednesday, March 20, 2019 in the Council Chambers of the Administration Centre, Township of Essa.

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

Staff in attendance: C. Healey-Dowdall, Chief Administrative Officer
C. Traynor-Richter, Manager of Finance
C. Ross Tustin, Fire Chief
D. Perreault, Manager of Public Works
L. Lehr, Clerk

1. OPENING OF MEETING BY THE MAYOR

Mayor Macdonald opened the meeting at 8:34 p.m.

2. DISCLOSURE OF PECUNIARY INTEREST

None declared.

3. ADOPTION OF PREVIOUS MINUTES AND MOTIONS

Resolution No: CR052-2019 Moved by: Sander 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 Special meeting held on the 5th day of March, 2019 be adopted as circulated; and
That the minutes of the Public, Committee of the Whole and Regular Council meetings held on the 6th day of March, 2019 be adopted as circulated.*

----Carried----

4. CONSENT AGENDA

Resolution No: CR053-2019 Moved by: Smith Seconded by: Sander

Be it resolved that the items listed in the Consent Agenda dated March 20th, 2019 be approved as presented, and that the necessary action be taken.

----Carried----

Item 4 (a) Council supports – Council requested that a letter be sent advising of Essa’s support for Universal Broadband Access.

- Item 7 "Community Safety and Well-Being Plan" – Council requested the Chief Administrative Officer to research this.
- Item 9 Stage 1 "Investing in Canada Infrastructure Program" – Council requested that staff provide a list of priorities.

5. COMMITTEE REPORTS

a. Essa Public Library Board

Resolution No: CR054-2019 Moved by: Sander Seconded by: Smith

Be it resolved that the minutes of the Essa Public Library Board from their meeting of February 4, 2019 be received.

----Carried----

6. PETITIONS

7. MOTIONS AND NOTICES OF MOTIONS

a. Proclamation – World Autism Awareness Day April 2, 2019 (Flag Raising Ceremony April 2, 2019 at 8:45 a.m.)

Resolution No: CR055-2019 Moved by: Sander Seconded by: White

WHEREAS World Autism Awareness Day will be recognized on April 2, 2019 in Canada, thanks to Liberal Senator Jim Munson's Bill S-206, An Act Respecting World Autism Awareness Day; and

WHEREAS Autism Spectrum Disorder (ASD) affects more than 135,000 Ontarians, and is now recognized as the most common neurological disorder affecting 1 in every 94 children, as well as their friends, family and community; and WHEREAS ASD not only manifests itself differently in every individual in whom it appears, but its characteristics will change over the life of each individual as well. A child with ASD will become an adult with ASD; and

WHEREAS Autism Ontario (formerly Autism Society Ontario) is the leading source of information and referral on autism and one of the largest collective voices representing the autism community, and has been providing support, information and opportunities for thousands of families across the Province since 1973; and WHEREAS Autism Ontario is dedicated to increasing public awareness about autism and the day-to-day issues faced by individuals with autism, their families, and the professionals with whom they interact, as well as sharing between the Association and its Chapters, the common goals of providing information and education, supporting research, and advocating for programs and services for the autism community

NOW THEREFORE BE IT RESOLVED THAT Council of the Corporation of the Township of Essa hereby proclaims April 2, 2019 as World Autism Awareness Day.

----Carried----

8. UNFINISHED BUSINESS

9. BY-LAWS

a. By-law 2019-20

Resolution No: CR056-2019 Moved by: Henderson Seconded by: Smith

Be it resolved that leave be granted to introduce By-law 2019-20, that being a By-law to appoint Colleen Healey-Dowdall as Chief Administrative Officer for 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 2019-21

Resolution No: CR057-2019 Moved by: Smith Seconded by: Sander

Be it resolved that leave be granted to introduce By-law 2019-21, that being a By-law to expand the Boundaries of the Angus Business Improvement Area (BIA) established by By-law 2007-30; 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 2019-22

Resolution No: CR058-2019 Moved by: Sander Seconded by: Henderson

Be it resolved that leave be granted to introduce By-law 2019-22, that being a By-law to provide for the establishment and imposition of Fees and Charges for services provided by the Township of Essa; and, that said By-law be read a first, and taken as read a second and third time and finally passed.

----Carried----

d. By-law 2019-23

Resolution No: CR059-2019 Moved by: Smith Seconded by: White

Be it resolved that leave be granted to introduce By-law 2019-23, that being a By-law to amend the Township's Zoning By-law No. 2003-50, effecting property at East Part Lot 31, Concession 4 (Briarwood); 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 2019-24****Resolution No: CR060-2019 Moved by: Sander Seconded by: Smith**

Be it resolved that leave be granted to introduce By-law 2019-24, that being a By-law to authorize the Mayor and Clerk to enter into an Agreement with the Town of Innisfil, to provide fire protection services to an area of land in the Town of Innisfil; 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: CR061-2019 Moved by: Smith Seconded by: Sander**

Be it resolved that Council proceed to a Closed Session in order to address matters pertaining to matters relating to an identifiable individual and litigation:

----Carried----

Council proceeded into closed session at 8:44 pm

a. **Motion to Rise and Report from Closed Session Meeting of March 20, 2019.****Resolution No: CR062-2019 Moved by: Smith Seconded by: White**

Be it resolved that Council rise and report from the Closed Session Meeting at 9:05 p.m.

----Carried----

b. **IDENTIFIABLE INDIVIDUAL**

Confidential Staff Report PW009-19 submitted by the Manager of Public Works, re: Resident's Request for a Reduction in Water/Sewer Charges due to Extenuating Circumstances.

Resolution No: CR063-2019 Moved by: Smith Seconded by: Sander

Be it resolved that Confidential Staff Report PW009-19 be received; and That the Manager of Public Works proceed as directed by Council; and That a policy be brought forward at a future meeting for Council's consideration.

----Carried----

- c. **IDENTIFIABLE INDIVIDUAL**
Confidential Staff Report PD019-19 submitted by the Manager of Planning and Development, re: Essa's Healthy Community Committee (HCC).

Resolution No: CR064-2019 Moved by: White Seconded by: Sander

Be it resolved that Confidential Staff Report PD019-19 be received; and That the Chief Administrative Officer proceed as directed from Council.

----Carried----

- d. **LITIGATION**
Correspondence from HGR Graham Partners dated March 13, 2019, re: File No. 17-12513.

Resolution No: CR065-2019 Moved by: Smith Seconded by: Sander

Be it resolved that the e-mail dated March 13, 2019 from HGR Graham Partners be received; and That the Chief Administrative Officer proceed as directed from Council.

----Carried----

12. CONFIRMATION BY-LAW

By-law 2019-25

Resolution No: CR066-2019 Moved by: Henderson Seconded by: Smith

Be it resolved that leave be granted to introduce By-law 2019-25 that being a By-law to confirm the proceedings of the Council and Committee of the Whole meetings held on this 20th day of March, 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: CR067-2019 Moved by: Smith Seconded by: Sander

Be it resolved that this meeting of the Council of the Township of Essa adjourn at 9:07 p.m. to meet again on the 3rd day of April, 2019 following Committee of the Whole.

----Carried----

Sandie Macdonald, Mayor

Lisa Lehr, Clerk

*Nottawasaga
Police Services Board
(serving Adjala-Tosorontio/Essa/New Tecumseth)*

**MINUTES
Of Meeting Held at 5:00 p.m. on February 27, 2019
in the Boardroom,
Nottawasaga OPP Headquarters,
4601 Industrial Parkway, Alliston**

PRESENT: Rick Milne, Chair, Mayor, Town of New Tecumseth
Joy Webster, Community Representative, Township of Adjala Tosorontio
Keith Boulter, Provincial Appointment
Lynn Worthington, Provincial Appointment

SUPPORT: Steve Clegg, Detachment Commander
Nancy Rugman, Secretary

ABSENT: Sandie Macdonald, Vice Chair, Mayor, Township of Essa, with notification
Staff Sergeant Brian Humber, Operations Manager, with notification

1. CONFIRMATION OF AGENDA

Resolution No: 2019-17

Moved by L. Worthington

Seconded by K. Boulter

BE IT RESOLVED THAT the Agenda for the Nottawasaga Police Services Board meeting held on February 27, 2019 be approved as printed.

CARRIED

2. DECLARATIONS OF PECUNIARY INTEREST - Nil

3. DELEGATIONS/PRESENTATIONS - Nil

4. MINUTES

Lynn noted that the word "thanked" was missing in Item 3.1.

Resolution No. 2019-18

Moved by K. Boulter

Seconded by Joy Webster

BE IT RESOLVED THAT the Minutes of the Nottawasaga Police Services Board meeting held on January 30, 2019 be approved as circulated and amended.

CARRIED



5. **CORRESPONDENCE** - Nil

6. **ACCOUNTS**

6.1 Summary of Other Force Income to January 31, 2019

Resolution No. 2019-19

Moved by K. Boulter

Seconded by J. Webster

BE IT RESOLVED THAT the Summary of Other Force Income for the period ending January 31, 2019 be received.

CARRIED

7. **REPORTS**

7.1 Nottawasaga OPP Report, month of January 2019

Resolution No. 2019-20

Moved by K. Boulter

Seconded by L. Worthington

BE IT RESOLVED THAT the Nottawasaga Police Services Board receive and approve the January 2019 report as presented by Inspector Clegg.

CARRIED

The Board noted that Kirsten Buligan has been promoted to Sergeant and requested a letter of congratulations be sent.

7.2 Calls for Service Billing Summary Report, month of January 2019

Resolution No. 2019-21

Moved by L. Worthington

Seconded by K. Boulter

BE IT RESOLVED THAT the Calls for Service Billing Summary Report dated January 2019 be received.

CARRIED

7.3 Provincial Offences - Charges Laid by Municipality to December 31, 2018

Resolution No. 2019-22

Moved by J. Webster

Seconded by K. Boulter

BE IT RESOLVED THAT the summary of Provincial Offences Charges Laid by Municipality for the period ending January 31, 2019 be received.

CARRIED

5a

8. NEW & UNFINISHED BUSINESS

8.1 Zone 3 Map and Membership

Resolution No: 2019-23

Moved by L. Worthington

Seconded by K. Boulter

BE IT HEREBY RESOLVED THAT the Nottawasaga Police Services Board renew the membership with OAPSB Zone 3 in the amount of \$50.00.

CARRIED

9. QUESTION PERIOD/OPEN DISCUSSION

9.1 Keith asked for an update on the status of the purchase of a trailer for the detachment. Secretary Rugman will follow up with Staff Sgt. Humber and report back to the Board.

9.2 Rick noted that the detachment will be hosting a charity hockey game in Alliston on March 7 at the New Tecumseth Recreation Centre on Industrial Parkway.

9.3 Inspector Clegg advised that he will bring the high school officers to make a presentation at the March Board meeting.

10. "IN CAMERA" - Nil

11. ADJOURNMENT

Resolution No: 2019-24

Moved by K. Boulter

Seconded by L. Worthington

BE IT HEREBY RESOLVED THAT the meeting adjourn at 6:00 p.m.

CARRIED

Chair

Secretary

**NOTTAWASAGA POLICE SERVICES BOARD
OTHER FORCE INCOME
2018/2019 COMPARISON**

5

2018	#	Security Checks \$25.00	#	Duplicate Security Check \$4.43	#	Occurrence & MVA Reports \$37.39	#	Technical Reports \$500.00	#	Fingerprints \$23.45	Unclaimed Cash	Auction	MONTHLY TOTAL	YEAR TO DATE TOTAL	DEBIT MACHINE CHARGES
JANUARY	198	\$ 4,950.00	3	\$ 13.29	32	\$ 1,196.48	2	\$ 1,000.00	5	\$ 117.25	\$ 44.65		\$ 7,321.67	\$ 7,321.67	
FEBRUARY	208	\$ 5,200.00	4	\$ 17.72	17	\$ 635.63			15	\$ 351.75			\$ 6,205.10	\$ 13,526.77	
MARCH	186	\$ 4,650.00			20	\$ 747.80	2	\$ 1,000.00	17	\$ 398.65			\$ 6,796.45	\$ 20,323.22	
APRIL	244	\$ 6,100.00	1	\$ 4.43	20	\$ 747.80			15	\$ 351.75			\$ 7,203.98	\$ 27,527.20	
MAY	279.2	\$ 6,980.00	5	\$ 22.15	14	\$ 523.46			23	\$ 539.35			\$ 8,064.96	\$ 35,592.16	
JUNE	252	\$ 6,300.00	6	\$ 26.58	21	\$ 785.19			12	\$ 281.40			\$ 7,393.17	\$ 42,985.33	\$ 8.06
JULY	231	\$ 5,775.00	1	\$ 4.43	4	\$ 131.19			3	\$ 70.35		\$ 2,269.50	\$ 8,250.47	\$ 51,235.80	\$ 89.22
AUGUST	282	\$ 7,050.00	8	\$ 35.44	3	\$ 112.17	2	\$ 1,000.00	4	\$ 93.80	\$ 10.00		\$ 8,301.41	\$ 59,537.21	\$ 90.03
SEPTEMBER	232	\$ 5,800.00	1	\$ 4.43					7	\$ 164.15	\$ 11.00		\$ 5,979.58	\$ 65,516.79	\$ 89.74
OCTOBER	221	\$ 5,525.00	1	\$ 4.43	3	\$ 112.17	1	\$ 500.00	8	\$ 187.60	\$ 123.10		\$ 6,452.30	\$ 71,969.09	\$ 89.53
NOVEMBER	193	\$ 4,825.00	2	\$ 8.86					4	\$ 93.80			\$ 4,927.66	\$ 76,896.75	\$ 89.37
DECEMBER	171	\$ 4,275.00	3	\$ 13.29	3	\$ 112.17			4	\$ 93.80			\$ 4,494.26	\$ 81,391.01	\$ 89.23
YEAR TO DATE	2,697	\$ 67,430.00	35	\$ 155.05	137	\$ 5,104.06	7	\$ 3,500.00	117	\$ 2,743.65	\$ 188.75	\$ 2,269.50	\$ 81,391.01		\$ 545.18

NOTE: MVA reports are no longer done at the detachment.

23

2019	#	Security Checks \$25.00	#	Duplicate Security Check \$4.43	#	Occurrence Reports \$37.39	#	Technical Reports \$500.00	#	Fingerprints \$23.45	Unclaimed Cash	Auction	MONTHLY TOTAL	YEAR TO DATE TOTAL	DEBIT MACHINE CHARGES
JANUARY	226	\$ 5,650.00	7	\$ 31.01	3	\$ 112.17	2	\$ 1,000.00	20	\$ 469.00			\$ 7,262.18	\$ 7,262.18	\$ 90.42
FEBRUARY	182	\$ 4,550.00	6	\$ 26.58	3	\$ 112.17	2	\$ 1,000.00	6	\$ 140.70			\$ 5,829.45	\$ 13,091.63	
MARCH	-												\$ -	\$ -	
APRIL	-												\$ -	\$ -	
MAY	-												\$ -	\$ -	
JUNE	-												\$ -	\$ -	
JULY	-												\$ -	\$ -	
AUGUST	-												\$ -	\$ -	
SEPTEMBER	-												\$ -	\$ -	
OCTOBER	-												\$ -	\$ -	
NOVEMBER	-												\$ -	\$ -	
DECEMBER	-												\$ -	\$ -	
YEAR TO DATE	408	\$ 10,200.00	13	\$ 57.59	6	\$ 224.34	4	\$ 2,000.00	26	\$ 609.70	0	0	\$ 13,091.63		

NOTE: Debit Machine Charges shown are actual amounts charged to the account. A rebate for HST will be applied to reduce the amount by several dollars each month.

NOTTAWASAGA POLICE SERVICES BOARD

BUDGET COMPARISON REPORT

	2019	January	February	March	April	May	June	July	August	September	October	November	December	Total	Balance
Salaries	\$ 7,500.00													\$ -	\$ 7,500.00
CPP	\$ 325.00													\$ -	\$ 325.00
EI	\$ 180.00													\$ -	\$ 180.00
Employers Health Tax	\$ 150.00													\$ -	\$ 150.00
Mileage	\$ 500.00													\$ -	\$ 500.00
Registration	\$ 1,500.00													\$ -	\$ 1,500.00
Website Maint. & Oper.	\$ -													\$ -	\$ -
Subscription/Membership	\$ 3,000.00	\$ 2,984.10	\$ 50.00											\$ 3,034.10	\$ (34.10)
Conferences	\$ 2,500.00													\$ -	\$ 2,500.00
Cell Phones	\$ 1,200.00		\$ (132.56)											\$ (132.56)	\$ 1,332.56
Advertising	\$ 6,000.00													\$ -	\$ 6,000.00
Town Admin Charges	\$ 1,000.00													\$ -	\$ 1,000.00
Community Safety	\$ 10,000.00													\$ -	\$ 10,000.00
R.A.C.E. Against Drugs	\$ 3,500.00													\$ -	\$ 3,500.00
Special Equipment	\$ 48,788.00													\$ -	\$ 48,788.00
Seniors Programs	\$ 2,500.00													\$ -	\$ 2,500.00
Public Education	\$ 18,500.00													\$ -	\$ 18,500.00
Office Equipment	\$ 5,000.00													\$ -	\$ 5,000.00
Office Supplies	\$ 240.00													\$ -	\$ 240.00
Sundry	\$ 4,000.00		\$ 3,000.00											\$ 3,000.00	\$ 1,000.00
Bank Service Charges	\$ -	\$ 84.96												\$ 84.96	\$ (84.96)
	\$ 116,383.00	\$ 2,984.10	\$ 2,917.44	\$ -	\$ 5,986.50	\$ 110,481.46									
Board Members	\$ 13,560.00		\$ 100.00											\$ 100.00	\$ 13,460.00
TOTAL	\$ 129,943.00	\$ 2,984.10	\$ 3,017.44	\$ -	\$ 6,086.50	\$ 123,941.46									
			* refund from Telus * deposit for golf includes \$1,500 A/R												



Nottawasaga
Police Services Board
Report



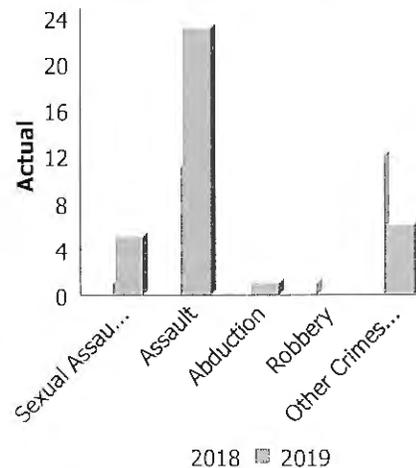
for
February 2019

presented by
Inspector Steve CLEGG
27 March 2019

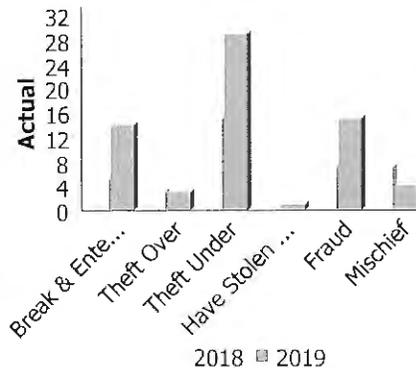
Police Services Board Report for Nottawasaga
Records Management System
February - 2019

Violent Crime

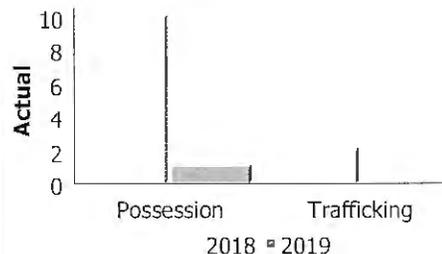
Actual	February			Year to Date - February		
	2018	2019	% Change	2018	2019	% Change
Murder	0	0	--	0	0	--
Other Offences Causing Death	0	0	--	0	0	--
Attempted Murder	0	0	--	0	0	--
Sexual Assault	1	5	400.0%	4	9	125.0%
Assault	11	23	109.1%	23	34	47.8%
Abduction	0	1	--	0	1	--
Robbery	1	0	-100.0%	3	1	-66.7%
Other Crimes Against a Person	12	6	-50.0%	21	16	-23.8%
Total	25	35	40.0%	51	61	19.6%

**Property Crime**

Actual	February			Year to Date - February		
	2018	2019	% Change	2018	2019	% Change
Arson	0	0	--	0	0	--
Break & Enter	5	14	180.0%	6	27	350.0%
Theft Over	3	3	0.0%	6	7	16.7%
Theft Under	15	29	93.3%	28	63	125.0%
Have Stolen Goods	0	1	--	0	2	--
Fraud	7	15	114.3%	24	30	25.0%
Mischief	7	4	-42.9%	22	19	-13.6%
Total	37	66	78.4%	86	148	72.1%

**Drug Crime**

Actual	February			Year to Date - February		
	2018	2019	% Change	2018	2019	% Change
Possession	10	1	-90.0%	12	1	-91.7%
Trafficking	2	0	-100.0%	3	0	-100.0%
Importation and Production	0	0	--	1	0	-100.0%
Total	12	1	-91.7%	16	1	-93.8%



Detachment: 1L - NOTTAWASAGA

Location code(s): 1L00 - NOTTAWASAGA

Data source date:

2019/03/16

Report Generated by:

Bly, Summer

Report Generated on:

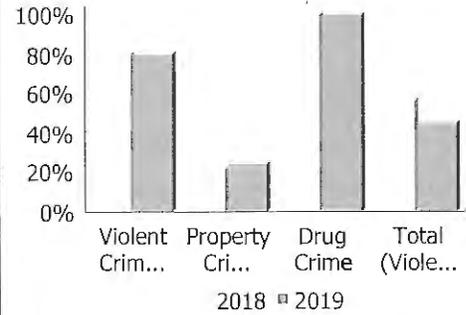
19-Mar-19 9:59:08 AM

PP-CSC-Operational Planning-4300

**Police Services Board Report for Nottawasaga
Records Management System
February - 2019**

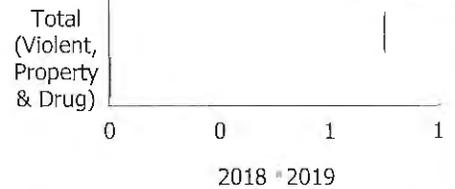
Clearance Rate

Clearance Rate	February			Year to Date - February		
	2018	2019	Difference	2018	2019	Difference
Violent Crime	80.0%	80.0%	0.0%	76.5%	78.7%	2.2%
Property Crime	21.6%	24.2%	2.6%	20.9%	25.7%	4.8%
Drug Crime	100.0%	100.0%	0.0%	100.0%	100.0%	0.0%
Total (Violent, Property & Drug)	56.4%	44.7%	-11.8%	50.3%	42.5%	-7.8%



Unfounded

Unfounded	February			Year to Date - February		
	2018	2019	% Change	2018	2019	% Change
Total (Violent, Property & Drug)	1	0	-100.0%	12	1	-91.7%



Data contained within this report is dynamic in nature and numbers will change over time as the Ontario Provincial Police continue to investigate and solve crime.

Data Utilized

- Major Crimes
- Niche RMS All Offence Level Business Intelligence Cube

Detachment: 1L - NOTTAWASAGA

Location code(s): 1L00 - NOTTAWASAGA

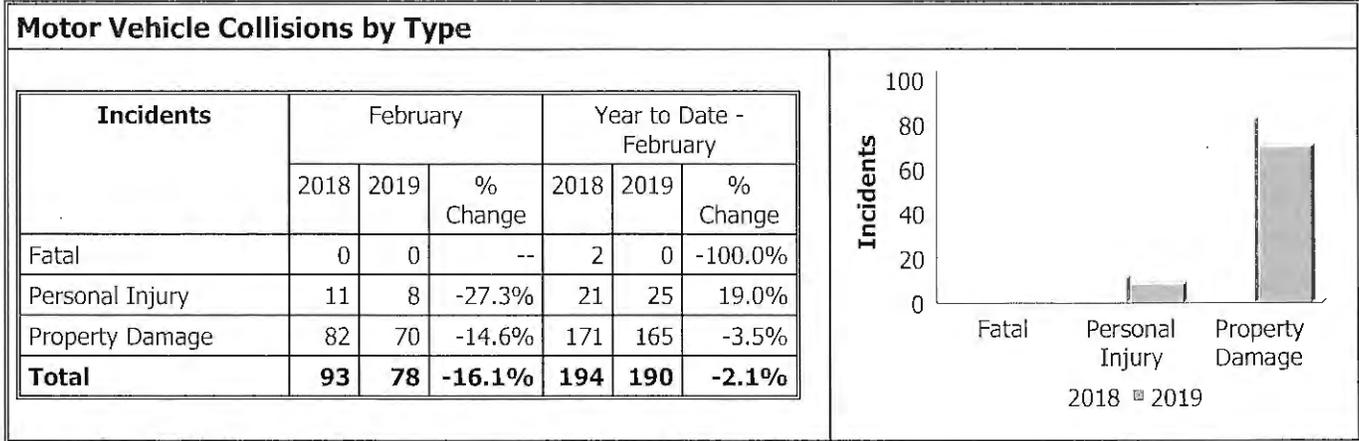
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2019/03/16

Report Generated by:
Bly, Summer

Report Generated on:
19-Mar-19 9:59:08 AM
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**Police Services Board Report for Nottawasaga
Collision Reporting System
February - 2019**



Fatalities in Detachment Area

Incidents		February			Year to Date - February		
		2018	2019	% Change	2018	2019	% Change
Motor Vehicle Collision	Fatal Incidents	0	0	--	2	0	-100.0%
	Alcohol Related	0	0	--	0	0	--
Off-Road Vehicle	Fatal Incidents	0	0	--	0	0	--
	Alcohol Related	0	0	--	0	0	--
Motorized Snow Vehicle	Fatal Incidents	0	0	--	0	0	--
	Alcohol Related	0	0	--	0	0	--
Persons Killed		February			Year to Date - February		
		2018	2019	% Change	2018	2019	% Change
Motor Vehicle Collision		0	0	--	2	0	-100.0%
Off-Road Vehicle		0	0	--	0	0	--
Motorized Snow Vehicle		0	0	--	0	0	--

Data Utilized

- SQL online application reporting system – OPP CRS 2.3.09
- Collision Reporting System Business Intelligence Cube

Detachment: 1L - NOTTAWASAGA
Location code(s): 1L00-NOTTAWASAGA
Data source date: 2019/03/18

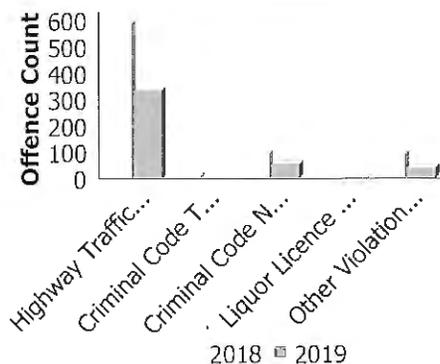
Report Generated by:
 Bly, Summer

Report Generated on:
 19-Mar-19 9:57:04 AM
 PP-CSC-Operational Planning-4300

**Police Services Board Report for Nottawasaga
Integrated Court Offence Network
February - 2019**

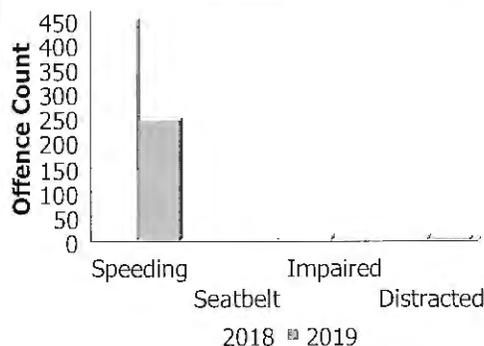
Criminal Code and Provincial Statute Charges Laid

Offence Count	February			Year to Date - February		
	2018	2019	% Change	2018	2019	% Change
Highway Traffic Act	591	338	-42.8%	1,070	846	-20.9%
Criminal Code Traffic	12	0	-100.0%	24	0	-100.0%
Criminal Code Non-Traffic	98	56	-42.9%	269	162	-39.8%
Liquor Licence Act	3	2	-33.3%	5	3	-40.0%
Other Violations	94	42	-55.3%	176	97	-44.9%
All Violations	798	438	-45.1%	1,544	1,108	-28.2%



Traffic Related Charges

Offence Count	February			Year to Date - February		
	2018	2019	% Change	2018	2019	% Change
Speeding	449	247	-45.0%	764	587	-23.2%
Seatbelt	1	2	100.0%	6	11	83.3%
Impaired	9	0	-100.0%	20	0	-100.0%
Distracted	9	6	-33.3%	22	14	-36.4%



Integrated Court Offence Network data is updated on a monthly basis: Data could be as much as a month and a half behind.

Data Utilized

- Ministry of Attorney General, Integrated Court Offence Network
- Integrated Court Offence Network Charge Business Intelligence Cube

Detachment: 1L - NOTTAWASAGA

Location code(s): 1L00 - NOTTAWASAGA

Data source date:
6-Mar-19 1:23:28 PM

Report Generated by:
Bly, Summer

Report Generated on:
19-Mar-19 10:01:28 AM
PP-CSC-Operational Planning-4300

5a

**Police Services Board Report for Nottawasaga
2019/Feb**

Public Complaints	
Policy	0
Service	0
Conduct	0

Date information collected from Professional Standards Bureau Commander Reports: 2019-03-19

Data Source

Ontario Provincial Police, Professional Standards Bureau Commander Reports

- Includes all public policy, service and conduct complaints submitted to the Office of the Independent Police Review Director (OIPRD)

Secondary Employment
Nottawasaga Detachment currently has eight members approved for secondary employment.

Intelligence Led Policing - Crime Abatement Strategy	
Number of Offenders in Program	18
Number of Offenders Charged	1
Number of Charges Laid	1
Number of Checks Performed	12

Date information was collected from Records Management System: 2019-03-19

Staffing Updates	
Transfers:	Kaluana TAYLOR PLUMLEY transferred in 11 Feb 2019 // Dana DZURUS transferred out 04 Feb 19 //
Promotions:	Dana DZURUS promoted to Sergeant of HSD TIME 04 Feb 19
Awards:	Nil
Recognition:	Nil
Other:	Sick leave - 0.25 // Maternity/Parental - 1 // WSIB - 1 // Other - 3

Detachment: 1L - NOTTAWASAGA

Location code(s): 1L00 - NOTTAWASAGA

Report Generated by:

Bly, Summer

Report Generated on:

19-Mar-19 10:05:00 AM

PP-CSC-Operational Planning-4300

**February 2019
Complaint Report**

Date Received	Allegation	Status
	<i>Nil</i>	

Community Initiatives

		February		Change	Year To Date		Change
		2018	2019	Monthly	2018	2019	Y T D
				%			%
RIDE		23	58	152.17%	23	58	152.17%
Foot Patrol	Alliston	31	35.25	13.71%	31	35.25	13.71%
	Beeton	2	2.50	25.00%	2	2.5	25.00%
	Tottenham	17	1	-94.12%	17	1	-94.12%
	Adjala-Tosorontio	1.5	9.50	533.33%	1.5	9.5	533.33%
	Angus	18.5	12.25	-33.78%	18.5	12.25	-33.78%
Calls for Service		1336	1531	14.60%	1336	1531	14.60%
				0.00%	0.00%	0	0.00%
				0.00%	0	0	0.00%
				0.00%	0	0	0.00%
				0.00%	0	0	0.00%

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OVERTIME ALLOTMENT 2019

OVERTIME HOURS

	Monthly	Percent
January	632.50	8.20%
February	586.75	7.61%
March	0	0.00%
April	0	0.00%
May	0.00	0.00%
June	0.00	0.00%
July	0.00	0.00%
August	0.00	0.00%
September	0.00	0.00%
October	0.00	0.00%
November	0.00	0.00%
December	0.00	0.00%
Year To Date	1219.25	15.81%

Annual Allotment 7711.00
Monthly Budget 642.00



Calls For Service (CFS) Billing Summary Report

Adjala-Tosorontio, Essa, New Tecumseth
February - 2019

Billing Categories (Billing categories below do not match traditional crime groupings)		2019				2018			
		February	Year to Date	Time Standard	Year To Date Weighted Hours	February	Year to Date	Time Standard	Year To Date Weighted Hours
Violent Criminal Code	Sexual Assault With a Weapon	0	0		0.0	0	1	15.1	15.1
	Sexual Assault	2	6	15.1	90.6	1	3	15.1	45.3
	Voyeurism	1	1	15.1	15.1	0	0		0.0
	Non-Consensual Distribution of Intimate Images	0	0		0.0	0	1	15.1	15.1
	Assault With Weapon or Causing Bodily Harm-Level 2	4	7	15.1	105.7	4	7	15.1	105.7
	Assault-Level 1	3	10	15.1	151.0	8	18	15.1	271.8
	Assault Peace Officer	0	0		0.0	0	1	15.1	15.1
	Forcible confinement	1	1	15.1	15.1	0	0		0.0
	Robbery -Master code	0	1	15.1	15.1	0	1	15.1	15.1
	Robbery, With Threat of Violence	0	0		0.0	0	1	15.1	15.1
	Robbery - Other	0	0		0.0	1	1	15.1	15.1
	Criminal Harassment	0	1	15.1	15.1	3	5	15.1	75.5
	Criminal Harassment - Offender Unknown	0	0		0.0	2	3	15.1	45.3
	Indecent/Harassing Communications	0	0		0.0	0	1	15.1	15.1
	Utter Threats to Person	3	10	15.1	151.0	5	11	15.1	166.1
Utter Threats to Person -Police Officer	0	0		0.0	1	1	15.1	15.1	
Total	14	37	15.1	558.7	25	55	15.1	830.5	
Property Crime Violations	Break & Enter	12	24	7.6	182.4	4	7	7.6	53.2
	Break & Enter - Firearms	0	0		0.0	1	1	7.6	7.6
	Theft Over - Farm Equipment	0	1	7.6	7.6	0	0		0.0
	Theft Over - Trailers	0	0		0.0	0	1	7.6	7.6
	Theft Over - Other Theft	0	0		0.0	0	1	7.6	7.6
	Theft of Motor Vehicle	0	0		0.0	1	1	7.6	7.6
	Theft of - Automobile	0	1	7.6	7.6	0	1	7.6	7.6
	Theft of - Trucks	1	2	7.6	15.2	2	3	7.6	22.8
	Theft of - All Terrain Vehicles	1	2	7.6	15.2	0	0		0.0
	Theft of - Other Motor Vehicles	0	0		0.0	0	1	7.6	7.6
	Theft Under -master code	0	1	7.6	7.6	1	4	7.6	30.4
	Theft under - Farm Equipment	1	2	7.6	15.2	0	0		0.0

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Calls For Service (CFS) Billing Summary Report

Adjala-Tosorontio, Essa, New Tecumseth February - 2019

Billing Categories (Billing categories below do not match traditional crime groupings)		2019				2018			
		February	Year to Date	Time Standard	Year To Date Weighted Hours	February	Year to Date	Time Standard	Year To Date Weighted Hours
Property Crime Violations	Theft Under - Construction Site	0	1	7.6	7.6	1	1	7.6	7.6
	Theft under - Bicycles	0	2	7.6	15.2	0	0		0.0
	Theft under - Building	0	0		0.0	1	1	7.6	7.6
	Theft under - Other Theft	4	14	7.6	106.4	2	6	7.6	45.6
	Theft Under - Gasoline Drive-off	2	3	7.6	22.8	1	4	7.6	30.4
	Theft FROM Motor Vehicle Under \$5,000	1	8	7.6	60.8	4	7	7.6	53.2
	Theft Under \$5,000 [SHOPLIFTING]	5	14	7.6	106.4	4	7	7.6	53.2
	Possession of Stolen Goods under \$5,000	0	1	7.6	7.6	0	0		0.0
	Fraud -Master code	0	1	7.6	7.6	0	0		0.0
	Fraud - Steal/Forge/Poss./Use Credit Card	1	2	7.6	15.2	1	2	7.6	15.2
	Fraud - False Pretence <= \$5,000	1	1	7.6	7.6	0	0		0.0
	Fraud - Forgery & Uttering	0	1	7.6	7.6	0	0		0.0
	Fraud - Fraud through mails	0	1	7.6	7.6	0	0		0.0
	Fraud -Money/property/ security > \$5,000	0	1	7.6	7.6	0	2	7.6	15.2
	Fraud -Money/property/ security <= \$5,000	0	4	7.6	30.4	5	13	7.6	98.8
	Fraud - Other	2	6	7.6	45.6	0	6	7.6	45.6
	Identity Fraud	1	3	7.6	22.8	1	2	7.6	15.2
	Mischief - master code	2	16	7.6	121.6	6	22	7.6	167.2
	Interfere with lawful use, enjoyment of property	1	2	7.6	15.2	1	1	7.6	7.6
	Property Damage	2	4	7.6	30.4	1	1	7.6	7.6
Total	37	118	7.6	896.8	37	95	7.6	722.0	
Other Criminal Code Violations (Excluding traffic)	Offensive Weapons- Weapons Trafficking	1	1	7.6	7.6	0	0		0.0
	Possess Firearm while prohibited	0	2	7.6	15.2	0	0		0.0
	Other Criminal Code * Sec.78 - Sec.96	0	1	7.6	7.6	0	0		0.0
	Offensive Weapons- Possession of Weapons	0	1	7.6	7.6	1	2	7.6	15.2
	Offensive Weapons- Restricted	0	0		0.0	1	1	7.6	7.6



Calls For Service (CFS) Billing Summary Report

Adjala-Tosorontio, Essa, New Tecumseth February - 2019

Billing Categories <i>(Billing categories below do not match traditional crime groupings)</i>		2019				2018			
		February	Year to Date	Time Standard	Year To Date Weighted Hours	February	Year to Date	Time Standard	Year To Date Weighted Hours
Other Criminal Code Violations (Excluding traffic)	Offensive Weapons- Other Offensive Weapons	0	0		0.0	1	1	7.6	7.6
	Bail Violations -Master code	0	0		0.0	1	1	7.6	7.6
	Bail Violations - Fail To Comply	3	11	7.6	83.6	6	13	7.6	98.8
	Counterfeit Money - Others	0	1	7.6	7.6	0	0		0.0
	Disturb the Peace	0	0		0.0	3	5	7.6	38.0
	Public Morals	0	0		0.0	1	1	7.6	7.6
	Obstruct Public Peace Officer	0	1	7.6	7.6	0	1	7.6	7.6
	Fail to Attend Court	0	0		0.0	1	1	7.6	7.6
	Breach of Probation	1	4	7.6	30.4	4	9	7.6	68.4
	Other Criminal Code * Sec.462 - Sec.753	0	0		0.0	1	1	7.6	7.6
Total	5	22	7.6	167.2	20	36	7.6	273.6	
Drug Possession	Possession Cocaine	0	0		0.0	4	4	6.2	24.8
	Possession Other Controlled Drugs and Substance Act	0	0		0.0	3	3	6.2	18.6
	Possession Cannabis	0	0		0.0	2	4	6.2	24.8
	Possession - Methamphetamine (Crystal Meth)	1	1	6.2	6.2	0	0		0.0
	Drug related occurrence	1	2	6.2	12.4	4	7	6.2	43.4
	Overdose	0	0		0.0	0	2	6.2	12.4
Total	2	3	6.2	18.6	13	20	6.2	124.0	
Drugs	Trafficking Cocaine	0	0		0.0	2	3	33.9	101.7
	Trafficking ō Opioid (other than heroin)	0	1	33.9	33.9	0	0		0.0
	Production Cannabis (Marihuana) (Cultivation)	0	0		0.0	0	1	33.9	33.9
	DRUG Operation - Residential Grow [Indoor]	0	0		0.0	1	1	33.9	33.9
	DRUG Operation - Commercial Grow [Indoor]	0	1	33.9	33.9	0	0		0.0
Total	0	2	33.9	67.8	3	5	33.9	169.5	
Statutes & Acts	Youth Criminal Justice Act (YCJA)	0	1	3.1	3.1	0	0		0.0
	Landlord/Tenant	4	13	3.1	40.3	10	12	3.1	37.2
	Mental Health Act	3	16	3.1	49.6	8	19	3.1	58.9

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Calls For Service (CFS) Billing Summary Report

Adjala-Tosorontio, Essa, New Tecumseth February - 2019

Billing Categories
(Billing categories below do not match traditional crime groupings)

		2019				2018			
		February	Year to Date	Time Standard	Year To Date Weighted Hours	February	Year to Date	Time Standard	Year To Date Weighted Hours
Statutes & Acts	Mental Health Act - No contact with Police	1	2	3.1	6.2	0	1	3.1	3.1
	Mental Health Act - Attempt Suicide	0	2	3.1	6.2	3	4	3.1	12.4
	Mental Health Act - Threat of Suicide	2	12	3.1	37.2	11	19	3.1	58.9
	Mental Health Act - Voluntary Transport	0	3	3.1	9.3	3	7	3.1	21.7
	Mental Health Act - Placed on Form	5	13	3.1	40.3	4	9	3.1	27.9
	Trespass To Property Act	1	7	3.1	21.7	6	10	3.1	31.0
	Total	16	69	3.1	213.9	45	81	3.1	251.1
Operational	Animal -Master code	0	1	3.4	3.4	0	0		0.0
	Animal - Left in Vehicle	0	0		0.0	1	1	3.4	3.4
	Animal Rabid	0	0		0.0	1	1	3.4	3.4
	Animal Bite	1	2	3.4	6.8	3	4	3.4	13.6
	Animal Stray	0	1	3.4	3.4	1	2	3.4	6.8
	Animal Injured	0	2	3.4	6.8	2	2	3.4	6.8
	Animal - Other	3	8	3.4	27.2	4	8	3.4	27.2
	Alarm -Master code	0	6	3.4	20.4	0	0		0.0
	Alarm -Others	0	2	3.4	6.8	1	5	3.4	17.0
	False Alarm - Warning Issued	0	0		0.0	3	5	3.4	17.0
	Domestic Disturbance	21	52	3.4	176.8	33	68	3.4	231.2
	Suspicious Person	5	22	3.4	74.8	23	33	3.4	112.2
	Phone -Master code	0	0		0.0	0	1	3.4	3.4
	Phone -Nuisance - No Charges Laid	0	2	3.4	6.8	2	4	3.4	13.6
	Phone -Threatening - No Charges Laid	0	0		0.0	1	1	3.4	3.4
	Phone -Other - No Charges Laid	0	0		0.0	2	7	3.4	23.8
	Fire - Building	1	2	3.4	6.8	4	7	3.4	23.8
	Fire - Vehicle	1	2	3.4	6.8	1	3	3.4	10.2
	Fire - Other	0	2	3.4	6.8	1	1	3.4	3.4
	Insecure Condition - Building	0	0		0.0	1	3	3.4	10.2
Insecure Condition - Others	0	0		0.0	1	1	3.4	3.4	
Missing Person 12 & older	0	3	3.4	10.2	1	7	3.4	23.8	
Missing Person Located Under 12	1	1	3.4	3.4	0	0		0.0	



Calls For Service (CFS) Billing Summary Report

Adjala-Tosorontio, Essa, New Tecumseth
February - 2019

Billing Categories (Billing categories below do not match traditional crime groupings)		2019				2018			
		February	Year to Date	Time Standard	Year To Date Weighted Hours	February	Year to Date	Time Standard	Year To Date Weighted Hours
Operational	Missing Person Located 12 & older	1	1	3.4	3.4	5	6	3.4	20.4
	Noise Complaint - Master code	0	1	3.4	3.4	0	0		0.0
	Noise Complaint - Vehicle	0	1	3.4	3.4	0	2	3.4	6.8
	Noise Complaint - Residence	1	9	3.4	30.6	5	11	3.4	37.4
	Noise Complaint - Business	0	0		0.0	0	2	3.4	6.8
	Noise Complaint - Animal	0	2	3.4	6.8	0	0		0.0
	Noise Complaint - Others	1	6	3.4	20.4	0	1	3.4	3.4
	Accident - non-MVC - Master code	0	0		0.0	0	1	3.4	3.4
	Accident - non-MVC - Industrial	0	1	3.4	3.4	0	1	3.4	3.4
	Accident - non-MVC - Construction Site	1	1	3.4	3.4	0	1	3.4	3.4
	Accident - non-MVC - Commercial	0	2	3.4	6.8	0	0		0.0
	Found Property -Master code	1	4	3.4	13.6	2	2	3.4	6.8
	Found - License Plate	1	1	3.4	3.4	0	1	3.4	3.4
	Found-Personal Accessories	1	4	3.4	13.6	0	1	3.4	3.4
	Found-Household Property	1	1	3.4	3.4	0	0		0.0
	Found-Radio,TV,Sound-Reprod. Equip.	1	1	3.4	3.4	0	1	3.4	3.4
	Found-Bicycles	1	2	3.4	6.8	0	0		0.0
	Found-Others	1	2	3.4	6.8	3	3	3.4	10.2
	Lost Property -Master code	0	1	3.4	3.4	2	3	3.4	10.2
	Lost License Plate	0	0		0.0	3	4	3.4	13.6
	Lost-Personal Accessories	0	5	3.4	17.0	2	3	3.4	10.2
	Lost-Household Property	0	0		0.0	1	1	3.4	3.4
	Lost-Jewellery	0	1	3.4	3.4	0	0		0.0
	Lost-Radio,TV,Sound-Reprod. Equip.	0	0		0.0	1	1	3.4	3.4
	Lost-Others	1	2	3.4	6.8	1	1	3.4	3.4
	Sudden Death -master code	0	0		0.0	1	1	3.4	3.4

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Calls For Service (CFS) Billing Summary Report

Adjala-Tosorontio, Essa, New Tecumseth February - 2019

Billing Categories (Billing categories below do not match traditional crime groupings)		2019				2018			
		February	Year to Date	Time Standard	Year To Date Weighted Hours	February	Year to Date	Time Standard	Year To Date Weighted Hours
Operational	Sudden Death - Accidental	0	0		0.0	0	1	3.4	3.4
	Sudden Death - Suicide	0	1	3.4	3.4	1	1	3.4	3.4
	Sudden Death - Natural Causes	1	4	3.4	13.6	6	13	3.4	44.2
	Sudden Death - Others	0	1	3.4	3.4	0	1	3.4	3.4
	Suspicious Vehicle	5	13	3.4	44.2	17	30	3.4	102.0
	Trouble with Youth	2	9	3.4	30.6	11	19	3.4	64.6
	Medical Assistance - Other	1	1	3.4	3.4	2	3	3.4	10.2
	Vehicle Recovered - Automobile	0	0		0.0	2	2	3.4	6.8
	Vehicle Recovered - Trucks	0	0		0.0	1	1	3.4	3.4
	Unwanted Persons	7	18	3.4	61.2	13	18	3.4	61.2
	Neighbour Dispute	4	12	3.4	40.8	8	13	3.4	44.2
	Noise By-Law	1	1	3.4	3.4	0	0		0.0
	Other Municipal By-Laws	0	2	3.4	6.8	4	8	3.4	27.2
	Traffic By-Law	0	3	3.4	10.2	0	1	3.4	3.4
	Assist Fire Department	1	4	3.4	13.6	1	3	3.4	10.2
	Assist Public	38	114	3.4	387.6	90	195	3.4	663.0
	Family Dispute	10	36	3.4	122.4	23	57	3.4	193.8
Total	115	375	3.4	1,275.0	291	577	3.4	1,961.8	
Operational2	False Alarm-Accidental Trip	1	11	1.2	13.2	12	42	1.2	50.4
	False Alarm-Malfunction	1	5	1.2	6.0	9	16	1.2	19.2
	False Alarm -Others	3	18	1.2	21.6	9	20	1.2	24.0
	False Alarm -Cancelled	1	7	1.2	8.4	6	7	1.2	8.4
	Keep the Peace	10	27	1.2	32.4	12	23	1.2	27.6
	911 call / 911 hang up	55	187	1.2	224.4	82	170	1.2	204.0
	911 hang up - Pocket Dial	7	28	1.2	33.6	17	34	1.2	40.8
	911 call - Dropped Cell	13	31	1.2	37.2	9	22	1.2	26.4
Total	91	314	1.2	376.8	156	334	1.2	400.8	
Traffic	MVC (MOTOR VEHICLE COLLISION) -Master code	0	3	3.4	10.2	0	1	3.4	3.4
	MVC - Personal Injury (MOTOR VEHICLE COLLISION)	0	7	3.4	23.8	5	10	3.4	34.0
	MVC - Prop. Dam. Non Reportable	8	37	3.4	125.8	22	52	3.4	176.8

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Calls For Service (CFS) Billing Summary Report

Adjala-Tosorontio, Essa, New Tecumseth February - 2019

Billing Categories <i>(Billing categories below do not match traditional crime groupings)</i>		2019				2018			
		February	Year to Date	Time Standard	Year To Date Weighted Hours	February	Year to Date	Time Standard	Year To Date Weighted Hours
Traffic	MVC - Prop. Dam. Reportable (MOTOR VEHICLE COLLISION)	13	64	3.4	217.6	41	96	3.4	326.4
	MVC - Prop. Dam. Failed to Remain (MOTOR VEHICLE COLLISION)	4	7	3.4	23.8	17	30	3.4	102.0
	MVC - Pers. Inj. Failed To Remain (MOTOR VEHICLE COLLISION)	0	1	3.4	3.4	0	1	3.4	3.4
	MVC - Fatal (MOTOR VEHICLE COLLISION)	0	0		0.0	0	1	3.4	3.4
	MVC - Others (MOTOR VEHICLE COLLISION)	1	1	3.4	3.4	0	1	3.4	3.4
Total		26	120	3.4	408.0	85	192	3.4	652.8
Total		306	1,060		3,982.8	675	1,395		5,386.1

Note to Detachment Commanders:

- The content of each report is to be shared by the Detachment Commander only with the municipality for which it was generated. The municipality may treat this as a public document and distribute it as they wish.
- All data is sourced from the Niche RMS application. Included are 'reported' occurrences (actuals and unfounded occurrences) for 'billable' occurrences ONLY. Data is refreshed on a weekly basis.
- The Traffic category includes motor vehicle collision (MVC) occurrences entered into Niche (UCR code 8521). MVCs are NOT sourced from the eCRS application for this report.
- Only the primary violation is counted within an occurrence.
- Time standards displayed are for the 2017 billing period.

Note to Municipalities:

- Data contained within this report is dynamic in nature and numbers will change over time as the Ontario Provincial Police continues to investigate and solve crime.
- This report is NOT to be used for crime trend analysis as not all occurrences are included.
- Data groupings within this report do not match traditional crime groupings seen in other public reports such as the OPP Police Services Board reports or Statistics Canada reporting.

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	2019												TOTAL	Percentage	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
AT 17 Side Road Adjala-Tos														0	0.000
AT 30th Sideroad, Adjala														0	0.000
AT 32nd Sideroad, Adjala-Tos														0	0.000
AT 15 Side Road Adjala-Tos			2											2	0.749
AT 20 Side Road Adjala-Tos														0	0.000
AT 2nd Conc. Tosorontio														0	0.000
AT 3rd Conc. Tosorontio														0	0.000
AT 4th Conc., Adjala-Tosorontio														0	0.000
AT 5th Conc. Adjala-Tosorontio														0	0.000
AT 6th Conc. Adjala-Tosorontio														0	0.000
AT 7th Conc Adjala- Tosorontio	9													9	3.371
AT 8th Conc. Adjala- Tosorontio		1												1	0.375
AT Adjala-Tecumseth Townline	27	8												35	13.109
AT County Road 1	3	2												5	1.873
AT Highway 9														0	0.000
AT County Road 12 Adj.Tos														0	0.000
AT County Road 13 Adj.-Tos.	4	6												10	3.745
AT County Road 14 Adjala	1													1	0.375
AT County Road 15 Adjala														0	0.000
AT County Road 5 Tosorontio														0	0.000
AT County Road 21														0	0.000
AT County Road 50 Adjala	43	79												122	45.693
AT Fisher Drive -Adjala - Tosorontio														0	0.000
AT Hwy 50														0	0.000
AT Hwy 89 - Adjala - Tosorontio	46	32												78	29.213
AT 5th Sideroad														0	0.000
AT Keenan Drive, Adjala														0	0.000
AT Lynch Lane, Everett														0	0.000
AT Main Street, Everett														0	0.000
AT Main Street, Lisle														0	0.000
AT Maple Street, Tosorontio														0	0.000
AT Mono/Adjala Townline														0	0.000
AT Sunnidale/Tos. Townline	3	1												4	1.498
AT Wales Ave., Everett														0	0.000
AT Webster Rd., Tosorontio														0	0.000
Total Charges Adjala-Tos	136	131	0	267	100										

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	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL	Percentage
Essa, Alessio Drive, Essa													0	0.000
Essa 5th Sideroad	1												1	0.345
Essa 10 Sideroad Essa		1											1	0.345
Essa 10th Line Essa	2	1											3	1.034
Essa 11th Line Essa													0	0.000
Essa 20th Sideroad Essa	20												20	6.897
Essa 25th Sideroad Essa	12	4											16	5.517
Essa 2nd Conc. Essa													0	0.000
Essa 30th Sideroad, Essa													0	0.000
Essa 3rd Line Essa													0	0.000
Essa 5th Line Essa	1	4											5	1.724
Essa 6th Line Essa													0	0.000
Essa 7th Line Essa	2												2	0.690
Essa 8th Line Essa													0	0.000
Essa 9th Line, Essa	1												1	0.345
Essa Ashburton Cres., Essa													0	0.000
Essa Armeda Clow Cres Angus													0	0.000
Essa Auburn St., Angus													0	0.000
Essa Barrie St., Thornton	1	32											33	11.379
Essa Brentwood Rd., Angus	1	5											6	2.069
Essa Brian St.													0	0.000
Essa Bushey Ave., Angus													0	0.000
Essa Cecil Street, Angus	1												1	0.345
Essa Centre Street, Angus													0	0.000
Essa Cindy Lane, Angus													0	0.000
Essa Commerce Dr., Angus													0	0.000
Essa Coulson Ave., Angus													0	0.000
Essa County Road 10	13	18											31	10.690
Essa County Road 15 Essa		5											5	1.724
Essa County Road 21 Essa	4	1											5	1.724
Essa County Road 27 Essa	24												24	8.276
Essa County Road 56 Essa	3	4											7	2.414
Essa County Road 90 Essa	2	7											9	3.103
Essa Cross Street, Angus		1											1	0.345
Essa Denney Drive, Baxter													0	0.000
Essa Elizabeth Street													0	0.000
Essa Fraser Street													0	0.000
Essa Greenwood Dr., Angus													0	0.000
Essa Huron St., Angus													0	0.000
Essa Hwy 90	2												2	0.690
Essa Hwy 89	28	49											77	26.552
Essa Innisfil Beach Road	1												1	0.345
Essa King Street Angus		4											4	1.379
Essa Lookout Street													0	0.000
Essa Maplevue Dr., Thornton													0	0.000
Essa Margaret St., Angus	1												1	0.345
Essa Masey St., Angus	1												1	0.345
Essa McCarthy Cres., Angus													0	0.000
Essa McKinnon Road													0	0.000
Essa Meadowland Blvd., Thornton	5												5	1.724
Essa Mike Hart Dr., Angus													0	0.000
Essa Mill Street Angus	11	13											24	8.276
Essa Murphy Road													0	0.000
Essa Old Mill Rd													0	0.000
Essa Pine River Rd., Angus													0	0.000
Essa Gold Park Gate, Angus													0	0.000
Essa Ralgan Street													0	0.000
Essa Robert Street, Thornton	2	1											3	1.034
Essa Roth Street, Angus													0	0.000
Essa Simcoe Street, Angus													0	0.000
Essa Scotch Line	1												1	0.345
Essa Stonemount Cres													0	0.000
Essa Summerset Place, Angus													0	0.000

5a

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL	Percentage
Essa Truax Crescent, Angus													0	0.000
Essa Vernon St., Angus													0	0.000
Essa William Street													0	0.000
Essa Willoughby Road													0	0.000
Total Charges Essa	140	150	0	290	100.000									

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL	Percentage
NT 10 Sideroad New Tec	11	4											15	3.695
NT 15 Sideroad New Tec	2	3											5	1.232
NT 20 Sideroad New Tec													0	0.000
NT 30 Sideroad Ajala, Alliston	1												1	0.246
NT 11th Line, New Tecumseth	3	3											6	1.478
NT 13th Line New Tecumseth	1												1	0.246
NT 14th Line New Tecumseth	1	3											4	0.985
NT 3rd Line New Tecumseth													0	0.000
NT 4th Line New Tecumseth													0	0.000
NT 2nd Line New Tec													0	0.000
NT 5th Line New Tec	8	2											10	2.463
NT 6th Conc., New Tecumseth													0	0.000
NT 7th Line New Tec	3	1											4	0.985
NT 8th Line New Tecumseth	3												3	0.739
NT 9th Line New Tecumseth	3	1											4	0.985
NT 12th Line, New Tecumseth													0	0.000
NT 14th Line New Tecumseth		1											1	0.246
NT Adjala-Tecumseth Townline	3	1											4	0.985
NT Adeline Ave., Tottenham													0	0.000
NT Albert Street, Alliston	4	2											6	1.478
NT Anderson Rd, Alliston													0	0.000
NT Banting Drive													0	0.000
NT Bateman Street													0	0.000
NT Beattie Avenue, Alliston													0	0.000
NT Beech Street													0	0.000
NT Bowerman Blvd., Alliston		1											1	0.246
NT Boyne St., Alliston	3	3											6	1.478
NT Buchanan Dr, Alliston													0	0.000
NT Burt Avenue													0	0.000
NT Centre St., Alliston	1												1	0.246
NT Cherry Ln., Alliston													0	0.000
NT Church Street Alliston	7	4											11	2.709
NT County Road 1	2	4											6	1.478
NT County Road 10/Tottenham Rd	2	2											4	0.985
NT County Rd 14													0	0.000
NT County Road 27	1	1											2	0.493
NT County Road 50		5											5	1.232
NT C.W. Leach Rd													0	0.000
NT Highway 9 New Tec													0	0.000
NT Hoard Ave S., Alliston													0	0.000
NT DA Jones Ave, Beeton													0	0.000
NT Dayfoot Street, Beeton													0	0.000
NT Dominion Street Alliston													0	0.000
NT Dufferin Street Alliston	2												2	0.493
NT Dunham Drive Alliston	2												2	0.493
NT Elizabeth Street		2											2	0.493
NT Ellison Ave., Alliston													0	0.000
NT Eighth Ave., Alliston		1											1	0.246
NT Essa Rd													0	0.000
NT Evans Road, Alliston													0	0.000
NT Falkner Road., Alliston													0	0.000
NT Fletcher Cres., Alliston													0	0.000
NT Grey Street., Alliston													0	0.000
NT Gunning Cres., Alliston													0	0.000
NT Holt Drive													0	0.000
NT Hwy 89 New Tecumseth	2	44											46	11.330
NT Industrial Parkway	14	24											38	9.360
NT John W Taylor Ave.	1	10											11	2.709
NT John Ave.													0	0.000
NT Kate Aitkem Crescent													0	0.000
NT Kennedy Blvd., Alliston													0	0.000
NT Keenansville Road													0	0.000
NT Keogh St., Tottenham													0	0.000

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	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL	Percentage
NT Kidd Crescent, Alliston													0	0.000
NT King Street Alliston	35	53											88	21.675
NT Hussey Street, Alliston													0	0.000
NT Hutchinson Dr., New Tecumseth													0	0.000
NT Lilly Street, Beeton													0	0.000
NT Lionel Stone Ave													0	0.000
NT Lorne Street, Alliston													0	0.000
NT Mackenzie Pioneer Rd., Alliston	1												1	0.246
NT Main Street Beeton	2	3											5	1.232
NT Maple Ave., Beeton													0	0.000
NT Mason Dr., Alliston	1												1	0.246
NT McKenzie St., Alliston													0	0.000
NT McCurdy Dr., Tottenham	1												1	0.246
NT McGahey St., Tottenham													0	0.000
NT McKnight Cres., Tottenham													0	0.000
NT Mill Street Tottenham	1												1	0.246
NT Morrison Ave.													0	0.000
NT Mitchell Avenue													0	0.000
NT Nelson Street Alliston	1												1	0.246
NT Nolan Road													0	0.000
NT Oak St., Alliston		2											2	0.493
NT Ontario St., Alliston	1												1	0.246
NT Paris Street, Alliston													0	0.000
NT Parsons Road													0	0.000
NT Preston Ave.		3											3	0.739
NT Proctor Gate													0	0.000
NT Patterson St. Beeton	3	1											4	0.985
NT Prospect St., Beeton													0	0.000
NT Richmond St., Tottenham													0	0.000
NT Rogers Road													0	0.000
NT Queen Street Tottenham	10	44											54	13.300
NT Reserve Lane, Alliston													0	0.000
NT Ruthven Crescent													0	0.000
NT Sharpe Cres, Tottenham													0	0.000
NT Shephard Avenue	1	1											2	0.493
NT Second St., Beeton													0	0.000
NT Simcoe County Road, Beeton													0	0.000
NT Sir Frederick Banting., Alliston													0	0.000
NT Smith Street, New Tecumseth		1											1	0.246
NT Stewart Ave., Alliston													0	0.000
NT Stych St., New Tecumseth													0	0.000
NT Sutcliffe Way, Alliston		1											1	0.246
NT Swenson St., Alliston		1											1	0.246
NT Tottenham Rd., Tottenham	10	4											14	3.448
NT Tecumseth St., Beeton													0	0.000
NT Treetops Blvd., Alliston													0	0.000
NT Taylor/Riley Road, Alliston													0	0.000
NT Tupper St., Alliston	1												1	0.246
NT Turner Drive, Tottenham													0	0.000
NT Victoria Street Alliston	10	5											15	3.695
NT Weaver Tr													0	0.000
NT Webb Trail													0	0.000
NT Wellington St., Alliston													0	0.000
NT Western Ave., Tottenham													0	0.000
NT William Street, Alliston													0	0.000
NT Young St., Alliston	2	5											7	1.724
														0.000
Total Charges New Tec	160	246	0	406	100.000									
TOTAL # OF POTS	436	527	0	963										

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Essa Public Library Board
Minutes
Monday, March 4, 2019, 7:00pm
Angus Branch, Essa Public Library

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

1. Call to Order at 6:55pm by Chair D. McKeever
2. Approval of the Agenda
2019: 011 Moved: SM Seconded: AM Carried
THAT the Agenda for March 4, 2019 be approved as printed and circulated.
3. Declaration of any Conflicts of Interest for proceedings before this Board:
None
4. Minutes of the Preceding Regular Meeting: February 4, 2019
2019: 012 Moved: CC Seconded: JB Carried
THAT the Minutes of the February 4, 2019 Regular Meeting be approved as printed and circulated.
5. Business Arising from the February 4th Minutes.
Re. Item 7a - Updated Essa Public Library Board contact information.
6. Communications:
 - 6.1 Thank you note from My Sister's Place Shelter for support (Feb13)
 - 6.2 Information from Southern Ontario Library Service (Feb 19)
7. Chairperson's Remarks:

I attended the Peter Katz presentation for the Unleash Your Future Grant launch. L. Wark has undertaken 5 years of service as the CEO for the Essa Public Library Board.
8. Treasurer's Report:
 - 8.1 Reserve Funds for Thornton Branch upgrade: \$7,485.00.
 - 8.2 2019 Draft Budget received by Essa Council on Jan 16th.
 - 8.3 2018 Invoice to SCDSB for \$7,691.57 currently unpaid.
 - 8.4 Budget Comparison from Essa Treasury may arrive in April.
 - 8.5 Council approved an increase in the mileage rate effective Feb 6th from .52/km to .58/km.

2019: 013 Moved: SM Seconded: JH Carried
THAT the Treasurer's Report be received as printed and circulated.

9. CEO's Report, February 2019.

a. Libraries Unshushed: Library Anywhere, Anytime (e-resources)

b. Strategic Plan

Community Focal Point:

Variety of March Break activities at each branch
 Summer Reading Programs and Activities in planning stage
 Summer Art Event at Thornton Branch being planned
 Essalicious (Nov. 7th) in planning stage

Destination to Imagine/Discover/Connect:

More book clubs for adults emerge, including a CookClub
 Community One Read for 2019 "Confessions from the 9th Concession"
 Art workshops roll out at Thornton Branch
 Hobby Circle, French Conversation Circle drop-in programs
 Edible Essa meets to share 2019 plans

Successful Children & Youth:

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

Meaningful Customer Service:

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

c. Library Report (A. Wishart): January 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: Bike racks expected in the spring. Some furniture will need updating in 2019 due to wear and tear.

e. Personnel, Meetings & Training:

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

f. Grants & Donations:

- Service Ontario Grant: to Apply (CEO)
- 2019 Adjala-Tosorontio Contract Grant & Invoice submitted.
- RBC Youth Futures: \$45,000.00 (MLS)
- New Horizons for Seniors: Applied (MLS)

- Canada Summer Jobs: Applied (CEO)
- Registered Charity Status to be renewed for 2019 (CEO)

g. Technology:

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

h. Joint-Use Agreement: Next Working Committee meeting scheduled for March 6th.

i. Community @ Thornton:

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

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

j. Outreach & Marketing:

EarlyOn programs on campus (CCFE), RBC Future Launch Grant execution (MLS). Base Borden newspaper Community Events, and Base Borden newspaper weekly column ahead.

2019: 014 Moved: CC Seconded: JH Carried
THAT the CEO's Report be received as printed and circulated.

10. SOLS Liaison Report (C. Cryer): None

11. Committee Updates:

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

11.2 Planning and Policy Committee (Chairperson: C. Cryer)

Review of ADMIN:001A, Committee Terms of Reference.

2019: 015 Moved: CC Seconded: SM Carried
THAT the Library Board approves updates to ADMIN:001A Library Board Committee Terms of Reference as circulated and attached.

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

12. Closed Meeting

Motion: 2019:016 Moved: JH Seconded: SM Carried
THAT the Board proceed to Closed Session at 7:20pm to discuss:

- ✓ advice that is subject to solicitor/client privilege, including communications necessary for that purpose
- ✓ other matters pertaining to personal matters about an identifiable individual, including Board employees

Motion: 2019:017 Moved: JH Seconded: SM Carried
THAT the Board rise from the Closed Session at 7:23pm.

Motion: 2019:018 Moved: JH Seconded: SM Carried
THAT the CEO be authorized to proceed as directed by the Library Board.

13. Other Business:

13.1 Reciprocal Borrowing Agreement with Georgian College Library.

2019: 019 Moved: AM Seconded: JB Carried
THAT the Library Board approves undertaking a Reciprocal Borrowing Agreement with Georgian College to improve access to information for Essa Township Residents.

13.2 Barrie Fair Advance Midway Tickets will be sold at both branches.

13.3 Good Food Box opportunity for residents of Angus.

13.4 Special Occasion Liquor License.

2019: 020 Moved: JH Seconded: SM Carried
THAT the Library Board approves acquiring a Special Occasion Liquor License for the 2019 Essalicious Event to include one beverage per ticket.

14. Next Meeting: Monday, March 25, 2019, 7:00 pm, Thornton Branch.

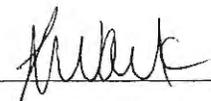
15. Adjournment

2019: 021 Moved: JH Carried
THAT the Meeting be adjourned at 7:35pm.

APPROVED: March 25th, 2019



 Derek McKeever, Chairperson



 Laura Wark, CEO/Secretary-Treasurer

Outcome Measurements



'Tween Bookclub, Page Turners have fun making buttons.

Little readers at Wiggles and Giggles enjoy a mouse book.



One of the NPSS substitute teachers said she loves coming to the Angus Branch because it is her favourite library. To top it off, she said it is because staff are all so nice.

A Barrie Transit driver said he loved the vinyl signage in the public washroom that says, 'I am exquisite'.

The Story Dogs are a big hit at both branches. A comment from a mom whose daughter just 'graduated' through the Story Dog Program... *"She was always looking forward to going and seeing Stacey & Sadie. Fantastic program. We were so happy to see something like this at the Library!"*

Storytime is great and everyone enjoys the fun.

"Julien loves coming here to play and make a craft"

"Grace is mesmerized by the story being read and the songs being sung by all the children."

Reid sings himself to sleep to the 'zoom, zoom, zoom' song from Storytime."

Adults

Angus - Book Clubs:
15

Angus - Cookbook
Club: 4

Thornton -Book
Clubs: 5

Angus - Language
Conversation Circle:
11

Angus - Hobby Circle:
4

Angus - Adult Movie
Night (First Man): 6

Thornton Tech Tutor:
1

Angus - Edible Essa:
14

Angus - Lifelong
Learning, Winter
Driving Workshop: 6

Thornton - Art Class:
10

Exams: 13

Teens & 'tweens

Angus - Tween Area: 16

Angus - Tutoring Sessions
in Teen Central: 12

Thornton - Page Turners
'Tween Book Club: 7

Angus - Nottawasaga
Futures:4

Angus - "Unleash your
future" events:

- Presentation to NPSS
Staff: 60
- Guest speaker: 200
- Instagram contest:
52
- Safe Talk: 200

Other

Angus & Thornton-
Homebound delivery:
offered

Angus - MakerSpace:
2

Thornton - Maker
Space:offered

Library Branches
closed: Family Day,
Feb 19 & Branches
closed due to weather
(half days) Feb. 6, 12,
25

Kids

Angus - JUMP Club: 73

Angus - Wiggles &
Giggles Storytime: 59

Angus - Storytime: 127

Thornton - Stay, Play &
Learn: 22

Angus - French
Storytime L'heure du
Conte: 36

Angus - Storydogs'
sessions: 45

Thornton - Storydogs'
sessions: 3



Angus - Homeschool
Network: 18

Angus - Outreach @
EarlyON: 9

Circulation Totals and Analysis: February 2019

CIRCULATION	Feb. 2018	Feb. 2019	YTD 2019
Angus Branch	9,195	7,502	16,760
Thornton Branch	1,354	1,359	2,725
Angus Branch Computer Use	473	435	1,022
Thornton Branch Computer Use	40	37	81
Angus Branch Wireless Use	909	1,232	2,596
Thornton Branch Wireless Use	235	310	659
eAudio & eBooks	562	685	1,376
TOTALS:	12,768	11,560	25,219

Circulation Analysis	Feb. 2018	Feb. 2019	YTD 2019
Print	4,795	4,131	8,869
Non-Print	5,526	4,584	10,320
Computer Use/Internet/Wireless	1,657	2,014	4,358
eAudio Books	168	205	443
eBooks	394	480	933
Interlibrary Loan: Borrowed	148	135	256
Interlibrary Loan: Lent	80	11	40

Materials Used In-Library	Feb. 2019	YTD 2019
Angus Branch	142	407
Thornton Branch	69	157

Library website visits	3,218	YTD 2019 6,981
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E-resources sessions Excluding Ebsco	Jan&Feb 162	YTD 2019 162
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New Members		YTD 2019
Angus Branch	65	141
Thornton Branch	6	12

February Library Highlights



Edible Essa meets up on Valentine's Day to consider the edible landscape of 2019.



"Unleash your Future" kick-off with NPSS students & staff as we present Peter Katz, Inspirational speaker & songwriter.

*Library Report by
Angie Wishart, 2019*

9a

THE CORPORATION OF THE TOWNSHIP OF ESSA

BY-LAW NO. 2019 – 27

A By-law for the licensing and registration of dogs; for regulating the control of dogs; and for the impounding and seizure of dogs within the Township of Essa; and to amend By-law 2006-18.

WHEREAS the *Municipal Act, 2001*, S.O. 2001, Chapter C.25, as amended, provides that Municipalities may pass By-laws for licensing, regulating, prohibiting, impounding, muzzling, or selling animals; and

WHEREAS Council passed the Township’s Canine Control By-law 2006-18 at its meeting of March 15, 2006, and since such passage, the By-law has been amended accordingly throughout the years; and

WHEREAS Section 128 of the *Municipal Act, 2001* provides that a local municipality may prohibit and regulate with respect to public nuisances; and

WHEREAS Council of the Corporation of the Township of Essa deems it advisable to exercise such authority;

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

1. That By-law 2006-18 be and is hereby amended to strike the following words from Section 8 (c):

“other than the property of its owner”

2. This By-law shall come into force and have effect on the day it is finally passed.

READ A FIRST, AND TAKEN AS READ A SECOND AND THIRD TIME AND FINALLY PASSED this 3rd day of April, 2019.

Sandie Macdonald, Mayor

Lisa Lehr, Clerk

9b

THE CORPORATION OF THE TOWNSHIP OF ESSA

BY-LAW 2019 - 28

A By-law of the Corporation of the Township of Essa to amend By-laws 98-10, being a By-law to prescribe rates of speed along portions of highways in the Township of Essa.

WHEREAS the Highway Traffic Act, R.S.O. 1990 Chapter H.8 as amended, provides that Councils of municipalities may prescribe rates of speed on highways under its jurisdiction; and

WHEREAS Council of the Corporation of the Township of Essa deems it advisable for the safety of its inhabitants and orderly traffic flow within the Township to prescribe a certain rate of speed on the 30th Sideroad by further amending By-law 98-10; and

WHEREAS Schedule "A" of By-law 98-10 was amended by By-law 2010-27 to prescribe the rate of speed on the 30th Sideroad between the 5th Line to the 6th Line as 60 km/h, however the original prescribed speed limit of 50 km/h was never struck from the Schedule; and

WHEREAS Council deems it advisable to amend Schedule "A" of By-law 98-10 to reflect this housekeeping issue;

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

- 1. That By-law 98-10 be amended to include the following rate of speed on the 30th Sideroad between the 6th Line to County Road 56:

<u>Highway</u>	<u>From</u>	<u>To</u>	<u>Rate of Speed</u>
30 th Sideroad	6 th Line	County Road 56	60 km per hour

- 2. That Schedule "A" of By-law 98-10 be amended to strike the following, for housekeeping purposes:

<u>Highway</u>	<u>From</u>	<u>To</u>	<u>Rate of Speed</u>
19 30 th Sideroad	5 th Line	6 th Line	50 km per hour

- 3. That this By-law shall come into force and take effect from the final day of passing.

READ A FIRST, AND TAKEN AS READ A SECOND AND THIRD TIME AND FINALLY PASSED on this the 3rd day of April, 2019.

Sandie Macdonald, Mayor

Lisa Lehr, Clerk

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THE CORPORATION OF THE TOWNSHIP OF ESSA

BY-LAW 2019 - 29

A By-law of The Corporation of the Township of Essa to declare surplus and authorize the sale of PIN 58104-0887 (LT); Block 66, Plan 51M-1129; Township of Essa, County of Simcoe.

WHEREAS the Corporation of the Township of Essa has determined that the property described above being:

PIN 58104-0887 (LT); Block 66, Plan 51M-1129; Township of Essa, County of Simcoe

as set out on Schedule "A" (the "Subject Property") is not required for municipal purposes; and

WHEREAS Section 270 of the Municipal Act S.O. 2001 c. 25 provides for the municipality to adopt and maintain policies with respect to the following matters:

Its sale and other disposition of land; and

WHEREAS the Corporation of the Township of Essa has established Sale of Surplus Land Policy pursuant to Procedural By-Law 2007-44; and

WHEREAS the Corporation of the Township of Essa has determined that since the Subject Property is not required for municipal purposes, it wishes to declare the Subject Property to be surplus pursuant to Procedural By-Law 2007-44; and

WHEREAS the Corporation of the Township of Essa deems it expedient to sell the Subject Property to obtain revenue for the Township; and

WHEREAS Section 9 of the Municipal Act S.O. 2001 c. 25 allows the municipality to dispose of property;

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

- 1. This Council does hereby declare surplus:

PIN 58104-0887 (LT); Block 66, Plan 51M-1129; Township of Essa, County of Simcoe (herein referred to as the "Subject Property" and as set out in Schedule "A" attached hereto).

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2. This Council does hereby authorize the sale of PIN 58108-0003 (LT): PIN 58104-0887 (LT): Block 66, Plan 51M-1129; Township of Essa, County of Simcoe for the sum of ONE THOUSAND DOLLARS \$1,000.00) plus payment of the Township's legal expenses associated with the sale process and all survey expenses.
3. This Council does hereby authorize the Mayor and Clerk to take all necessary action to carry out the provisions of this By-law including the execution of any documentation in connection with the sale of the Subject Property;
4. This Council does hereby authorize that there shall be attached to this by-law Schedule "B" being the affidavit of Lisa Lehr, Clerk, setting out the procedures taken for giving notice to the public of its intention to pass this By-law pursuant to the provisions contained in the Township's By-Law 2007-44, that being a By-law to establish procedures for the sale and disposition of land and providing notice to the public of such.
5. This By-law shall come into force and effect on and from the date it is finally passed by the Council of The Corporation of the Township of Essa.

READ A FIRST TIME AND TAKEN AS READ A SECOND AND THIRD TIME AND FINALLY PASSED this 3rd day of April, 2019.

Sandie Macdonald, Mayor

Lisa Lehr, Clerk

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SCHEDULE "A"

TO BY-LAW 2019 - 29

THE CORPORATION OF THE TOWNSHIP OF ESSA

PIN 58104-0887 (LT): Block 66, Plan 51M-1129; Township of Essa, County of Simcoe

9c

SCHEDULE "B"

TO BY-LAW 2019 - 29

THE CORPORATION OF THE TOWNSHIP OF ESSA

PROVINCE OF ONTARIO IN THE MATTER OF Part of:

**PIN 58104-0887 (LT): Block 66, Plan 51M-1129;
Township of Essa, County of Simcoe**

(the "Subject Property");

I, LISA LEHR, of the Township of Essa, in the County of Simcoe, do solemnly declare as follows:

1. That I am the Clerk of the Corporation of the Township of Essa and as such have knowledge of the matters herein deposed to.
2. That pursuant to the Municipal Act, S.O., 2001, c.25, and the Corporation of the Township of Essa's By-law 2007-44, that being a By-law to establish procedures for the sale and disposition of land and providing notice to the public of such, I did cause public notice to be given to declare surplus and authorize the sale of the Subject Property by the following method:

Electronic Posting on website for the Corporation of the Township of Essa of the agenda for the upcoming Council meeting at: www.essatownship.on.ca

3. Attached to this, my affidavit and marked as Exhibit "A", is a copy of the said Notice as it appeared in the Council Agenda posted on the Township's website on the 1st day of April, 2019.
4. That the proposed by-law came before Council of the Corporation of the Township of Essa for consideration at a meeting on the 3rd day of April, 2019, and no objections were received.

SWORN before me at the)
Township of Essa,)
in the County of Simcoe)

this day of ,)
2019.)
)

A commissioner, etc.

Lisa Lehr,
Clerk

THE CORPORATION OF THE TOWNSHIP OF ESSA

BY-LAW 2019 - 30

A By-law to Authorize the Execution of and enter into a Development Agreement with Centre West Management Ltd. for Part Lot 31, Concession 3, being 35 Centre Street, Angus, 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 Section 51 of the Planning Act, R.S.O. 1990, c.P13; and

WHEREAS the Township and the owner of land known as Part Lot 31, Concession 3, agree to enter into this Development Agreement in order to permit the owner to develop the lands in accordance with the specific conditions set out in the Agreement pertaining to these lands.

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

1. The Agreement attached hereto is approved by Council, and Council agrees to the terms of the aforesaid Agreement.
2. The Mayor and Clerk are hereby authorized to execute the subject Agreement and all other documentation necessary to give effect to the attached Agreement.
3. This By-law and Agreement attached shall be registered 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 3rd day of April, 2019.

Sandie Macdonald - Mayor

Lisa Lehr - Clerk

9d

DEVELOPMENT AGREEMENT

THE CORPORATION OF THE TOWNSHIP OF ESSA

("Township")

- and -

CENTRE WEST MANAGEMENT LTD.

("Owner")

- and -

THE TORONTO-DOMINION BANK

("Mortgagee")

- and -

BELL MOBILITY INC.

("Lessee")

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

Attention: Greg Murphy, CAO

Tel: 705-424-9770

Email: gmurphy@essatownship.on.ca

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9d

DEVELOPMENT AGREEMENT

made this day of , 2019

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF ESSA

("Township")

- and -

CENTRE WEST MANAGEMENT LTD.

("Owner")

- and -

THE TORONTO-DOMINION BANK

("Mortgagee")

- and -

BELL MOBILITY INC.

("Lessee")

Preamble

1. The Owner warrants that it owns the property described in Schedule "A" ("Lands").
2. The Owner has applied to the Township to obtain severances to permit the development of the Lands.
3. The Township and the Owner agree that the Township requires the Owner to enter into a Development Agreement (the "Agreement") recognizing that they are developing the Lands on a road with municipal services which are not yet assumed by the Township.
4. The Owner has prepared a new Reference Plan to divide the Lands in accordance with the Township's requirements, a draft copy of which is attached as Schedule "B".
5. The Owner represents that the Mortgagee is the only mortgagee of the Lands.

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

1. **Preamble Deemed True**
 - 1.1. The Owner and the Township agree that the preamble is deemed to be true and shall be incorporated into the Agreement.

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2. Lands Defined

2.1. The Lands proposed for development are described in Schedule "A" attached.

3. Owner Defined

3.1. The word Owner where used in 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.

4. Owner's Expense

4.1. The Owner agrees to be responsible to satisfy all requirements of the Agreement at no expense to the Township and acknowledges that all Owner's obligations as set out in the Agreement are deemed to include the words "at the expense of the Owner" and "to the Township's satisfaction", including the payment of applicable taxes.

5. Purchaser's Obligations Upon a Transfer of All or Any Portion of the Lands

5.1. The Owner acknowledges and agrees that they are developing the Lands on a road with services which are not yet assumed by the Township, and the Owner agrees that prior to the sale of all or any portion of the Lands, the Owner will obtain from any Purchaser (the "Purchaser") a written Acknowledgement in the form attached hereto as Schedule "D", whereby they acknowledge that the portion of Lands they are acquiring are being built on a road with services which are not yet assumed by the Township, and agrees to provide a copy to the Township prior to the sale/transfer of all or any portion of the Lands occurring.

5.2. The Owner acknowledges and agrees that any subsequent purchaser from the Purchaser of the Lands, must provide an Acknowledgement as set out in Schedule "D" attached, to the Township prior to a sale/transfer of all, or any portion of the Lands occurring.

5.3. The Owner acknowledges and agrees that the costs of connections to the services shall be borne by the Owner, the Purchaser of the Lands, or any subsequent purchaser, and further agrees that any repairs required to services will be the responsibility of the Owner, Purchaser or any subsequent purchasers of the Lands from time to time.

6. Lot Grading and Drainage Plan

6.1. The Owner agrees to obtain a lot grading and drainage plan which must be prepared by a Professional Engineer, and which must be approved and accepted by the Township and the Township's Engineer. The Owner acknowledges that all subsequent owners of the Lands or any portion thereof, must comply with the terms of the Lot Grading and Drainage Plan which is attached as Schedule "E".

7. Approvals/Applicable Laws

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

7.2. In constructing, installing or providing any work, the Owner shall comply with all statutes, laws, by-laws, regulations, ordinances, orders and requirements of governmental or other public authorities having jurisdiction at any time, applicable and in force. Without limiting the generality of the foregoing, the Owner agrees to comply with, and cause to be complied with, the provisions of the *Occupational Health and Safety Act*, the *Environmental Protection Act* and the *Ontario Water Resources Act* and any regulations, policies, and guidelines relating thereto, including all obligations of the constructor and employer under the *Occupational Health and Safety Act* and regulations as applicable, and any obligation to obtain any approval or permit required under the *Environmental*

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Protection Act or the Ontario Water Resources Act or any regulations, policies and guidelines relating thereto.

- 7.3. The Owner agrees that it shall do, cause to be done, or refrain from doing any act or thing as directed by the Township if any time the Township considers that any situation or condition is unsafe, damaging to the environment or contrary to the provisions of any applicable laws.
- 7.4. The Owner acknowledges and agrees that if it fails to comply with such direction, the Township may take action to remedy the situation at the expense of the Owner and if action is taken the Township shall be entitled to draw upon any security filed by the Owner under this Agreement.
- 8. Cost of Service Connections**
- 8.1. The Owner acknowledges and agrees that it is responsible for the cost of all service connections to municipal services which costs must be paid prior to connecting to them. The Owner further agrees to advise all subsequent owners of all or any portion of the Lands, of the obligation to pay for service connections, as further set out in Schedule "D" attached.
- 9. Building Permits**
- 9.1. Neither the Owner nor any person under its authority shall be entitled to the issuance of one or more building permits to construct or renovate any buildings or structures on the Lands, until this Agreement has been fully executed and registered on title to the Lands, and all pre-conditions to the issuing of building permits have been complied with.
- 10. Accessibility**
- 10.1. The Owner agrees that it will comply with the *Ontarians with Disabilities Act, 2001 S.O., c.32*, and other applicable Provincial legislation in force and effect from time to time.
- 11. Payment of Taxes Etc.**
- 11.1. Prior to execution of this Agreement by the Township it will have paid all outstanding municipal tax bills, local improvement charges and drainage charges affecting the Lands.
- 12. Entry by Township**
- 12.1. The Township may, by its officers, employees or agents, enter on the Lands or any part thereof to ensure that any works on services comply with this Agreement and that no damage has occurred to any services.
- 13. Soil Conditions**
- 13.1. The Owner acknowledges that Township approvals, including (but without restricting the generality of the foregoing) zoning approvals, do not verify or confirm the adequacy of soil conditions. The Owner accepts full responsibility for soil conditions, including soil contamination and shall indemnify and save the Township harmless from all actions or claims relating to soil conditions including contamination, on the Lands.
- 14. Cash Deposit**
- 14.1. The Owner acknowledges and agrees that it may be required to provide the Township with a cash deposit in an amount to be set by the Township to secure the payment of legal and administrative costs as set out in Schedule "B" attached.
- 14.2. Should it be necessary for the Township to deduct any money from the cash deposit held with the Township, the Owner shall, within thirty (30) days, provide the Township with the amount of money necessary to bring the total cash deposit back to the original amount. The Township shall charge the Owner interest at the rate of 1.25% per month on any amount over the original amount the Township is required to payout until such time as the Township is reimbursed this amount by the Owner.

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- 14.3. The Owner understands and agrees that accounts will be submitted to the Owner for payment and if the Owner fails to pay to the Township monies owing within thirty (30) days of receipt of a written invoice from the Township, the Township may deduct the outstanding amount including interest at the rate of 1.25% per month plus a two hundred fifty dollar (\$250.00) administration fee, from the cash deposit.

- 15. **Township's Legal, Planning and Administrative Costs**
- 15.1. The Owner agrees to pay the Township all on-going costs relating to the Agreement including legal, planning, technical and administrative, forthwith upon presentation of an invoice by the Township.

- 15.2. The Owner 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.

- 16. **Breach**
- 16.1. Upon default by the Owner of any of its obligations under the Agreement, the Township may use any cash held by it, and shall have the right to enter onto the Lands to make safe all construction, and in addition the Township shall be at liberty to utilize the provisions of section 427 of the *Municipal Act*, 2001, S.O. 2001, c.25 (the "Municipal Act")

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

- 17. **Mortgagees**
- 17.1. All Mortgagees shall be bound by the terms of this Agreement and agree to postpone their interest in the Lands as if this Agreement were registered in priority to their mortgage including any subsequent amendments, extensions and assignments of their mortgage, and all Mortgagees consent to executing and registering a postponement of their mortgage to this Agreement including any amendments to this Agreement which postponement may be registered on title at the sole discretion of the Township.

- 17.2. Any amounts which the Township is entitled to collect pursuant to this Agreement, including all funds expended by or expenses incurred on behalf of the Township to rectify any breaches of this Agreement by any of the Parties, shall constitute a first charge against the Lands and the Mortgagees agree to execute postponements of their charges to any outstanding amounts pursuant to this Agreement if required to do so by the Township.

- 17.3. The Township shall be entitled to recover any amounts owed to it pursuant to this Agreement upon the sale or distribution of the Lands in priority to the interest of any party hereto and prior to the interest of any subsequent encumbrancers or owners of the Lands.

- 17.4. In the event of becoming owner or otherwise gaining control of all or part of the Lands pursuant to their mortgage, either beneficially or in trust and either alone or in combination with another party, they will be subject to this Agreement in the same manner as if the Mortgagee had executed this Agreement in the capacity of the Owner.

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

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

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19. Registration

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

20. Notice

20.1. 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: Colleen Healey-Dowdall, CAO

Telephone: (705) 424-9770

Email: chealey@essatownship.on.ca

Owner:

Centre West Management Ltd.

35 Centre Street

Angus, Ontario

L0M 1B0

Attention:

Telephone:

Email:

Mortgagee:

Toronto-Dominion Bank of Canada

Creekside Credit Administration Services

4720 Tahoe Boulevard, Building 1

Mississauga, Ontario

L4W 5P2

Attention:

Telephone:

Email:

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Lessee:

Bell Mobility Inc.
Real Estate Services
5099 Creekbank Road, Building D, 6th Floor
Mississauga, Ontario
L4W 5N2

Attention:
Telephone: 514-420-4751
Email:

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

21. Effective Date

21.1. This Agreement shall be effective from the date it is executed by the Owner and the Township.

22. Indemnity

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

23. Section 446 & 349(1) Municipal Act

23.1. Any action taken by the Township or on its behalf pursuant to this Agreement shall be in addition to and without prejudice to any security or other guarantee given on behalf of the Owner for the performance of its covenants and agreements herein and upon default on the part of the Owner hereunder, the Township shall in addition to any other remedy available to it, be at liberty to utilize the provisions of section 446 & 349(1) of the *Municipal Act*.

24. No Fettering of Discretion

24.1. 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 Owner 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.

25. Estoppel

25.1. The Owner will not call into question, directly or indirectly, in any proceeding or action in court, or before any administrative tribunal the Township's right to enter into and enforce this Agreement. The law of contract applies to this Agreement and the Parties are entitled to all remedies arising from it, notwithstanding any provision of section 41 of the *Planning Act*, R.S.O. 1990, c. P. 13 interpreted to the contrary. Adequate consideration has flowed from each party to the other in relation to this paragraph and that the terms of this paragraph are not severable by either party. The Owner further agrees that it shall not take the benefit of this Agreement and allege entitlement to any greater rights than set out in this Agreement. The provisions of this paragraph may be pleaded by either party, in any action or proceeding, as an estoppel of any denial of such right.

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26. Waiver

26.1. The failure of the Township at any time to require performance by the Owner 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 this Agreement.

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

29. Extension of Time

29.1. Time shall always be of the essence of this Agreement. Any time limits specified in this Agreement may be extended with the consent in writing of both the Owner and the Township, but no such extension of time shall operate or be deemed to operate as an extension of any other time limit, and time shall be deemed to remain of the essence of this Agreement notwithstanding any extension of any time limit.

30. Severability & Enforceability

30.1. The Owner and the Township agree that all covenants and conditions contained in this 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.

31. Governing Law

31.1. 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.

32. No Modification

32.1. 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.

33. Entire Agreement

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

34. Schedules

34.1. The following attached Schedules form part of this Agreement:

34.1.1. Schedule "A" - Description of Lands;

34.1.2. Schedule "B" - Draft R-Plan;

34.1.3. Schedule "C" - Cash Deposits;

34.1.4. Schedule "D" - Purchaser's Acknowledgement

34.1.5. Schedule "E" - Lot Grading and Drainage Plan;

35. Enurement

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

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

THE CORPORATION OF THE TOWNSHIP OF ESSA

Per: _____

Name: Sandie Macdonald

Title: Mayor

Per: _____

Name: Lisa Lehr

Title: Clerk

We have authority to bind the corporation.

CENTRE WEST MANAGEMENT LTD.

(Owner)

Per: _____

Name:

Title:

Per: _____

Name:

Title:

I/We have authority to bind the Corporation.

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TORONTO-DOMINION BANK OF CANADA
(Mortgagee)

Per: _____

Name:

Title:

Per: _____

Name:

Title:

I/We have authority to bind the Corporation.

BELL MOBILITY INC.
(Lessee)

Per: _____

Name:

Title:

Per: _____

Name:

Title:

I/We have authority to bind the Corporation.

NOTE: PLEASE SIGN AND PRINT NAME AND TITLE UNDER SIGNATURE

F:\bar\Anne MILLARD-FERRIS\ESSA\A4247098 - ROTH-Centre West Management Ltd\DEVELOPMENT AGR\Development Agreement - MAR 15, 2019 - (CLEAN).docx

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SCHEDULE "A" – Description of Lands

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

Description of Lands

PIN 58104-0239 (LT);
PT LT 31, Con 3, Essa Twp, PT 1 PL 51R-26980 Except PT 1 & 2 PL 51R-30176; Essa,

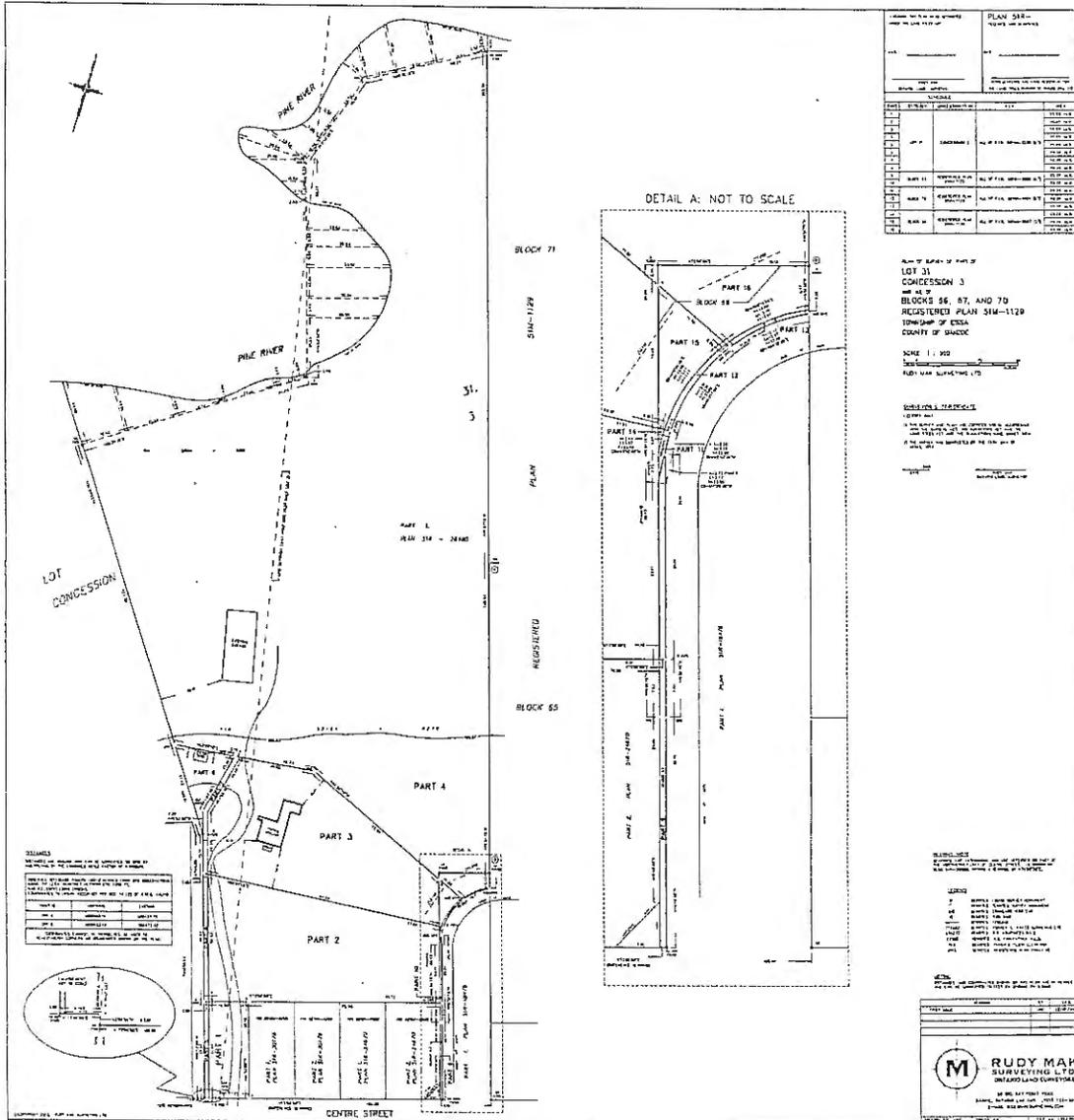
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SCHEDULE "B" - Draft R-Plan

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

Draft R-Plan



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SCHEDULE "C" – Cash Deposits

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

Cash Deposits

Cash Deposits:

\$5,000.00

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SCHEDULE "D" – Purchaser's Acknowledgement

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

Purchaser's Acknowledgement

Re: PT LT 31, Con 3, Essa Twp, PT 1 PL 51R-26980 Except PT 1 & 2
PL 51R-30176; Essa, being all of PIN 58104-0239 (LT)

Part _____ on 51R-_____

FROM: Purchaser _____

TO: The Corporation of the Township of Essa

Preamble

- 1. The undersigned Purchaser hereby acknowledges and agrees with The Corporation of the Township of Essa that they are purchasing Lands to be developed ("Lands to be Developed") on a road with services which are not yet assumed by The Corporation of the Township of Essa and further agrees that the costs of connection to services for the Lands to be Developed will be the responsibility of the Purchaser, including repairs to any services as required, in the sole and absolute discretion of The Corporation of the Township of Essa acting reasonably.

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

- 1. **Preamble Deemed True**
 - 1.1. The Purchaser and the Township agree that the preamble is deemed to be true and shall be incorporated into the Agreement.
- 2. **Purchaser's Expense**
 - 2.1. The Purchaser agrees to be responsible to satisfy all requirements of the Purchaser's Acknowledgement ("Acknowledgement") at no expense to the Township and acknowledges that all Purchaser's obligations as set out in the Acknowledgement are deemed to include the words "at the expense of the Purchaser" and "to the Township's satisfaction".
- 3. **Purchaser's Obligation Upon a Transfer of All or Any Portion of the Lands**
 - 3.1. The Purchaser acknowledges and agrees that they are developing the Lands on a road with services which are not yet assumed by the Township, and the Purchaser agrees that prior to the sale of all or any portion of the Lands, the Purchaser will obtain from any subsequent purchaser a written Acknowledgement similar in form to the Acknowledgement, whereby they acknowledge that the portion of Lands they are acquiring are being built on a road with services which are not yet assumed by the Township, and they agree to provide a copy to the Township prior to the sale/transfer of all or any portion of the Lands occurring.
 - 3.2. The Purchaser acknowledges and agrees that the costs of connections to the services shall be borne by the Purchaser of the Lands or any subsequent purchaser, and further agrees that any repairs required to services will be the responsibility of the Purchaser or any subsequent purchasers of the Lands from time to time.

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4. Building Permits

4.1. Neither the Purchaser nor any person under its authority shall be entitled to the issuance of one or more building permits to construct or renovate any buildings or structures on the Lands, until this Acknowledgement has been fully executed and all pre-conditions to the issuing of building permits have been complied with.

5. Lot Grading and Drainage Plan

5.1. The Purchaser agrees to obtain a lot grading and drainage plan which must be prepared by a Professional Engineer, and which must be approved and accepted by the Township and the Township's Engineer. The Purchaser acknowledges that all subsequent owners of the Lands or any portion thereof, must comply with the terms of the Lot Grading and Drainage Plan.

6. Cost of Service Connections

6.1. The Purchaser acknowledges and agrees that it is responsible for the cost of all service connections to municipal services which costs must be paid prior to connecting to them. The Purchaser further agrees to advise all subsequent purchasers of all or any portion of the Lands, of the obligation to pay for service connections.

7. Building Permits

7.1. Neither the Purchaser nor any person under its authority shall be entitled to the issuance of one or more building permits to construct or renovate any buildings or structures on the Lands, until this Acknowledgement has been fully executed and all pre-conditions to the issuing of building permits have been complied with.

8. Approvals/Applicable Laws

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

8.2. In constructing, installing or providing any work, the Purchaser shall comply with all statutes, laws, by-laws, regulations, ordinances, orders and requirements of governmental or other public authorities having jurisdiction at any time, applicable and in force. Without limiting the generality of the foregoing, the Purchaser 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.

9. Entry by Township

9.1. The Township may, by its officers, employees or agents, enter on the Lands or any part thereof to ensure that any works on services comply with this Acknowledgement and that no damage has occurred to any services

9d

10. Indemnity

10.1. The Purchaser shall indemnify and save harmless the Township from and against all suits, claims for loss, damages, accidents, injury of any nature or kind whatsoever, all arising out of or connected with anything contemplated by the Acknowledgement and, in particular against any claim or claims arising pursuant to the provisions of the *Construction Lien Act*, R.S.O., 1990, c. C.30 provided however that the indemnity herein set out shall not extend to the negligence of the Township.

11. Further Assurances

11.1. The Purchaser shall execute such further and other documents, consents or applications as required to effect the provisions of this Acknowledgement.

12. Governing Law

12.1. This Acknowledgement 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.

13. Enurement

13.1. This Acknowledgement shall be binding upon and enure to the benefit of the parties to this Acknowledgement and their respective estate trustees, administrators, successors and assigns.

DATED at _____ on the _____ day of _____, 201__

Witness

Purchaser's Name

77

9d

SCHEDULE "E" – Lot Grading and Drainage Plan

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

Lot Grading and Drainage Plan

78

THE CORPORATION OF THE TOWNSHIP OF ESSA

BY-LAW 2019 – 31

Being a By-Law to appoint Robert Rosilius as Deputy Treasurer for the Township of Essa; and to repeal By-law 2013-02.

WHEREAS Section 286(1) of the *Municipal Act*, 2001, provides that a municipality shall appoint a Treasurer who is responsible for handling all of the financial affairs of the municipality on behalf of and in the manner directed by the Council of the municipality; and

WHEREAS Section 286(2) of the *Municipal Act*, 2001, S.O. 2001, c. 25, as amended, provides that a municipality may appoint Deputy Treasurers who have all the powers and duties of the Treasurer under the *Municipal Act*, 2001 and any other Act; and

WHEREAS Section 1(2) of Ontario Regulation 386/12 made under the *Commissioners For Taking Affidavits Act* authorizes the Deputy Treasurer, by virtue of office, as a commissioner for taking affidavits in the geographic area established under the *Territorial Division Act*, 2002, as the Township of Essa; and

WHEREAS Robert Rosilius commenced employment with the Township of Essa on March 18, 2019, to perform all functions delegated to the position of Deputy Treasurer;

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

1. That Robert Rosilius be appointed as Deputy Treasurer for the Corporation of the Township of Essa until such time that his employment is terminated with the Township of Essa.
2. That such duties and responsibilities associated with this appointment be carried out as provided for within the respective job description.
3. That Council approve Robert Rosilius as a person authorized as a commissioner for taking affidavits in the Township of Essa, by virtue of office.
4. That By-law 2013-02 be and is hereby repealed.
5. That this By-law shall come into force and take effect immediately upon the passage by Council.

9e

READ A FIRST, AND TAKEN AS READ A SECOND AND THIRD TIME AND
FINALLY PASSED on this the 3rd day of April, 2019.

Sandie Macdonald, Mayor

Lisa Lehr, Clerk

9d

THE CORPORATION OF THE TOWNSHIP OF ESSA

BY-LAW 2019-32

Being a By-law to confirm the proceedings of the Council meeting held on the 3rd day of April, 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 3rd day of April, 2019 and, in respect of each recommendation contained in the Minutes of the Public Meetings held on the 20th day of March, 2019, Regular Council meeting held on the 20th day of March, 2019, and Committee of the Whole meeting held on the 20th day of March, 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 3rd day of April, 2019.

Sandie Macdonald, Mayor

Lisa Lehr, Clerk