

**THE CORPORATION OF THE TOWNSHIP OF ESSA
REGULAR COUNCIL MEETING
WEDNESDAY, OCTOBER 16, 2019**

AGENDA

- 1. OPENING OF MEETING BY THE MAYOR**
- 2. DISCLOSURE OF PECUNIARY INTEREST**
- 3. ADOPTION OF PREVIOUS MINUTES AND MOTIONS**
 - p. 1 **Recommendation:** *Be it resolved that the motions duly passed and approved at the Committee of the Whole meeting of this date be approved; and That the minutes of the Committee of the Whole and Regular Council meetings held on the 2nd day of October, 2019 be adopted as circulated.*
- 4. CONSENT AGENDA**

Recommendation: *Be it resolved that the items listed in the Consent Agenda dated October 16, 2019 be received for information, and that the necessary action be taken.*
- 5. COMMITTEE REPORTS**
 - p. 9 **a. Essa Public Library Board**

Recommendation: *Be it resolved that the minutes of the Essa Public Library Board from their meeting of June 24, 2019, be received.*
- 6. PETITIONS**
- 7. MOTIONS AND NOTICES OF MOTIONS**
- 8. UNFINISHED BUSINESS**
- 9. BY-LAWS**
 - p. 20 **a. By-law 2019-74**

Recommendation: *Be it resolved that leave be granted to introduce By-law 2019-74, that being a By-law authorizing the Mayor and Clerk to enter into an Agreement with the City of Barrie for the provision of emergency fire dispatch services; and, that said By-law be read a first, and taken as read a second and third time and finally passed.*

p. 31 **b. By-law 2019-75**

Recommendation: *Be it resolved that leave be granted to introduce By-law 2019-75, that being a By-law to provide for the licencing, regulation and governing of certain businesses, trades or occupations carried on, or engaged in, and organized public amusement within 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.*

Motion to Rise and Report from Closed Session Meeting of October 16th, 2019.

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

12. CONFIRMATION BY-LAW

p. 37 **By-law 2019-76**

Recommendation: *Be it resolved that leave be granted to introduce By-law 2019-76, that being a By-law to confirm the proceedings of the Council and Committee of the Whole meetings held on this 16th day of October, 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 6th day of November, 2019 following Committee of the Whole.*

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

**WEDNESDAY, OCTOBER 2, 2019
6:00 p.m.**

MINUTES

A Committee of the Whole meeting was held on Wednesday, October 2, 2019 in the Council Chambers of the Administration Centre, Township of Essa.

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

Staff in attendance: C. Healey-Dowdall, Chief Administrative Officer
B. Morrison, Manager of Public Works
J. Coleman, Manager of Parks and Recreation
C. Traynor-Richter, Manager of Finance
R. Rosilius, Deputy Treasurer
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.

3. DELEGATIONS / PRESENTATIONS / PUBLIC MEETINGS

- a. Delegation – Richard Steiginga – Baker Tilly KDN LLP**
Re: Presentation of the 2018 Draft Consolidated Financial Statements

Township Auditors Richard Steiginga and Collin Heffernan were in attendance to present Council with an overview of the 2018 Draft Consolidated Financial Statements.

Resolution No: CW181-2019 Moved by: White Seconded by: Smith

Be it resolved that the 2018 Draft Consolidated Financial Statements, as presented by Baker Tilly KDN LLP, be approved.

----Carried----

STAFF REPORTS

4. PLANNING AND DEVELOPMENT

- a. Staff Report PD047-19 submitted by the Manager of Planning and Development, re: Fee Schedule Update – Sign Inspections.**

Resolution No: CW182-2019 Moved by: Henderson Seconded by: Sander

*Be it resolved that Staff Report PD047-19 be received; and
That Council authorize staff to proceed with a public meeting on the recommended Fee Schedule amendments.*

----Carried----

- b. Staff Report PD048-19 submitted by the Manager of Planning and Development, re: Proposed Site Plan Application – 5585 County Road 90.**

Resolution No: CW183-2019 Moved by: Henderson Seconded by: Sander

*Be it resolved that Staff Report PD048-19 be received; and
That Council authorize Planning and Development staff to continue to review and process the Site Plan Application submitted for 5585 County Road 90 in due course.*

----Carried----

5. PARKS AND RECREATION/ COMMUNITY SERVICES

6. FIRE AND EMERGENCY SERVICES

7. PUBLIC WORKS

- a. Staff Report PW036-19 submitted by the Manager of Public Works, re: LED Street Light Retrofit.**

Resolution No: CW184-2019 Moved by: Sander Seconded by: Smith

*Be it resolved that Staff Report PW036-19 be received; and
That Council authorize Realterm Energy to complete the first stage of the proposed LED Streetlight Conversion at a cost of \$493,129.70 plus H.S.T., and continue with an Investment Grade Audit for Stage 2 to determine the final cost for the full project completion.*

----Carried----

8. FINANCE

9. CLERKS / BY-LAW ENFORCEMENT / IT

- a. **Staff Report C032-19 submitted by the Clerk, re: Proposed Language Modifications and Increases to Fees and Charges – Clerk’s Department.**

Resolution No: CW185-2019 Moved by: White Seconded by: Henderson

*Be it resolved that Staff Report C032-19 be received; and
That Council approve the proposed language modifications and increases to the
Fees and Charges By-law specific to the Clerk’s Department; and
That staff be authorized to proceed with a public meeting.*

----Carried----

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

- a. **Staff Report CAO043-19 submitted by the Chief Administrative Officer, re: Update on Transit.**

MOTION AS AMENDED

Resolution No: CW186-2019 Moved by: Henderson Seconded by: White

*Be it resolved that Staff Report CAO043-19 be received; and
That the Chief Administrative Officer be directed to contact the County of Simcoe in
regards to changing the bus route in Angus to better accommodate users and report
the findings back to Council.*

----Carried----

- b. **Staff Report CAO045-19 submitted by the Chief Administrative Officer, re: Meal Allowance Policy – For Staff Attending Meetings, Workshops, Seminars and Conferences.**

This item was deferred to a future meeting of Council at the request of the Chief Administrative Officer.

- c. **Staff Report CAO046-19 submitted by the Chief Administrative Officer, re: IT Services.**

Resolution No: CW187-2019 Moved by: White Seconded by: Smith

Be it resolved that Staff Report CAO046-19 be received for information purposes.

----Carried----

11. OTHER BUSINESS

- a. **Singing Soldiers – Saturday October 5, 2019**

Mayor Macdonald advised that the Singing Soldiers will be in Essa Township on Saturday October 5, 2019 at Peacekeepers Park in Angus at 11:00 a.m. and at the Utopia Hall at 7:00 p.m. She encouraged staff and members of the public to attend.

b. South Simcoe Palette Club 60th Anniversary – November 2, 2019

Mayor Macdonald encouraged Council to attend the opening reception of the Showing for the Innisfil Art Tour on November 2, 2019.

c. 2020 Budget Deliberations - Request for Canoe/Kayak Launching Area

Council supported the request of Councillor White to include costs associated with Canoe/Kayak Launching Areas in Essa for their consideration in the 2020 Budget Deliberations.

12. ADJOURNMENT

Resolution No: CW188-2019 Moved by: Smith Seconded by: Henderson

Be it resolved that this meeting of Committee of the Whole of the Township of Essa adjourn at 7:07 p.m. to meet again on the 16th day of October, 2019 at 6:00 p.m.

----Carried----

Sandie Macdonald
Mayor

Lisa Lehr
Clerk

**THE CORPORATION OF THE TOWNSHIP OF ESSA
REGULAR COUNCIL MEETING
WEDNESDAY, OCTOBER 2, 2019**

MINUTES

A Regular Council meeting was held on Wednesday, October 2, 2019 in the Council Chambers of the Administration Centre, Township of Essa.

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

Staff in attendance: C. Healey-Dowdall, Chief Administrative Officer
B. Morrison, Manager of Public Works
J. Coleman, Manager of Parks and Recreation
C. Traynor-Richter, Manager of Finance
R. Rosilius, Deputy Treasurer
L. Lehr, Clerk

1. OPENING OF MEETING BY THE MAYOR

Mayor Macdonald opened the meeting at 7:07 p.m.

2. DISCLOSURE OF PECUNIARY INTEREST

None.

3. ADOPTION OF PREVIOUS MINUTES AND MOTIONS

Resolution No: CR199-2019 Moved by: Sander Seconded by: White

*Be it resolved that the motions duly passed and approved at the Committee of the Whole meeting of this date be approved; and
That the minutes of the Committee of the Whole and Regular Council meetings held on the 18th day of September, 2019 be adopted as circulated.*

----Carried----

4. CONSENT AGENDA

Resolution No: CR200-2019 Moved by: Smith Seconded by: Sander

*Be it resolved that the items listed in the Consent Agenda dated October 2, 2019 be received for information; and
That Items A7 and A8 be referred to section C of the Consent Agenda for staff to review and report back to Council at a future meeting.*

----Carried----

5. COMMITTEE REPORTS

a. Nottawasaga Police Services Board

Resolution No: CR201-2019 Moved by: Sander Seconded by: White

Be it resolved that the minutes of the Nottawasaga Police Services Board from their meeting of August 28, 2019, be received.

----Carried----

b. Accessibility Advisory Committee

Resolution No: CR202-2019 Moved by: Smith Seconded by: Sander

Be it resolved that the minutes of the Accessibility Advisory Committee from their meeting of September 23, 2019, be received.

----Carried----

6. PETITIONS

7. MOTIONS AND NOTICES OF MOTIONS

8. UNFINISHED BUSINESS

9. BY-LAWS

a. By-law 2019-71

Resolution No: CR203-2019 Moved by: White Seconded by: Henderson

Be it resolved that leave be granted to introduce By-law 2019-71, that being to provide for the prohibition of certain noises and to amend By-law 2018-47; 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 2019-72

Resolution No: CR204-2019 Moved by: Sander Seconded by: Smith

Be it resolved that leave be granted to introduce By-law 2019-72, that being a By-law to appoint a Deputy Chief Building Official, and also a Plumbing Inspector, Property Standards Officer and Zoning Administrator; 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: CR205-2019 Moved by: Sander Seconded by: Smith

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

----Carried----

Council moved into Closed Session at 7:14 p.m.

Motion to Rise and Report from Closed Session Meeting of October 2nd, 2019.

Resolution No: CR206-2019 Moved by: Sander Seconded by: White

Be it resolved that Council rise and report from the Closed Session Meeting at 7:59 p.m.

----Carried----

- a. **IDENTIFIABLE INDIVIDUALS [s. 239(2)(b)]
LABOUR RELATIONS OR EMPLOYEE NEGOTIATIONS [s. 239(2)(d)]
Confidential Staff Report CAO044-19 submitted by the Chief
Administrative Officer, re: Building Department.**

Resolution No: CR207-2019 Moved by: White Seconded by: Henderson

*Be it resolved that Confidential Staff Report CAO044-19 be received; and
That the Chief Administrative Officer be authorized to proceed with Option No. 4 as outlined in this Confidential Report.*

----Carried----

- b. **POTENTIAL ACQUISITION OF LAND [s. 239(2)(c)]
Confidential Staff Report CAO047-19 submitted by the Chief
Administrative Officer, re: Land Acquisition.**

Resolution No: CR208-2019 Moved by: White Seconded by: Henderson

*Be it resolved that Confidential Staff Report CAO047-19 be received; and
That the Chief Administrative Officer be authorized to proceed with Option Nos. 2, 3
and 4 as outlined in this Confidential Report.*

----Carried----

12. CONFIRMATION BY-LAW

By-law 2019-73

Resolution No: CR209-2019 Moved by: Smith Seconded by: White

Be it resolved that leave be granted to introduce By-law 2019-73, that being a By-law to confirm the proceedings of the Council and Committee of the Whole meetings held on this 2nd day of October, 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: CR210-2019 Moved by: Smith Seconded by: Henderson

Be it resolved that this meeting of the Council of the Township of Essa adjourn at 8:00 p.m. to meet again on the 16th day of October, 2019 following Committee of the Whole.

----Carried----

Sandie Macdonald,
Mayor

Lisa Lehr
Clerk

Essa Public Library Board
Minutes
Monday, June 24, 2019, 7:00pm
Angus Branch, Essa Public Library

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

1. Call to Order at 7pm by Chair D. McKeever

2. Approval of the Agenda

2019: 045 Moved: CC

Seconded: JB

Carried

THAT the Agenda for June 24, 2019 be approved as printed and circulated with the addition of 6.7, News Release from the Ministry of Municipal Affairs and Housing, 10, Communication from the Minister of Tourism, Culture and Sport, 13.4 and 13.5 Reciprocal Borrowing Contract considerations.

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

4. Minutes of the Preceding Regular Meeting: May 27, 2019

2019: 0046 Moved:

Seconded:

Not/Carried

THAT the Minutes of the May 27, 2019 Regular Meeting be approved as printed and circulated.

5. Business Arising from the May 25th Minutes.

5.1 Several municipalities, including Alviston, Asphodel-Norwood, Fort Francis, Hornepayne, Joly, Malahide, Mattice and Woodstock shared a motion to: *"support the Township of Essa and the Essa Public Library Board in their initiative to circulate a petition seeking support for the Ontario Public Library Board in their request for the reinstatement of funding to the Ontario Library Service (North and South) agencies to, at a minimum, 2017-18 funding levels, in order for these agencies to continue their day-to-day support of Ontario Public Library Services, and to continue to maintain base funding for Ontario Public Libraries"*.

5.2 Re 13.1 2018 Annual Report presented to Essa Council (June 5)

5.3 Re 13.2 Bill 108 passed on June 6, 2019. Library Services will not receive future Development Charges, but be considered for "Community Benefits" funding as noted in comments to The Standing Committee on Justice Policy from Hemson Consulting Ltd.

5.4 Re 13.3 Location for Library Board Christmas Dinner?

5.5 Re AODA Customer Service training for Library Board members

6. Communications:

6.1 Copy of letter (May 28) to the Honourable Michael Tibollo from Simcoe-Grey MPP, Jim Wilson, communicating the Essa Public Library Board petition for Inter-Library Loan funding cuts.

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- 6.2 Thank you letter from NPSS for the Unleash your Future Colour Run
- 6.3 Joint Media Statement from Ontario Library Services North (OLSN) and the Southern Ontario Library Service (SOLS)
- 6.4 CBC News coverage of Inter-Library Loan from June 6.
- 6.5 Federation of Public Libraries (FOPL) Release on the new Inter-Library Loan landscape.
- 6.6 Media coverage of June 20th Announcement of New Minister of Tourism, Culture and Sport. From the Ottawa Citizen: Minister Lisa MacLeod.
- 6.7 News Release from the Ministry of Municipal Affairs and Housing re. Community Benefits charges.

7. Chairperson's Remarks: None

8. Treasurer's Report:

- 8.1 Reserve Funds to Dec 31, 2018 for Thornton Branch: \$12,485.00.
- 8.2 Development Charges approved in 2018 Essa DC By-law for possible Thornton Branch expansion: \$392,000.00
- 8.3 Budget Comparison from Essa Treasury to May 31, 2019.

2019: 047 Moved: CC Seconded: SM Carried
THAT the Treasurer's Report be received as printed and circulated.

9. CEO's Report, June 2019.

- a. Essa Public Library: Summer Fun Launch at each branch!
- b. Strategic Plan

Community Focal Point:

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

Destination to Imagine/Discover/Connect:

- Community One Read for 2019 "Confessions from the 9th Concession"
- Hobby Circle, French Conversation Circle drop-in programs
- Summer Fun Launch: animals, face-painting, and cake.

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

Meaningful Customer Service:

- Customer Needs – Space assessment at Thornton Branch
- Space for Senior's to learn and connect
- Thornton Branch Interac operational
- Reciprocal Borrowing review with staff

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

d. Facility & Furnishings

Thornton Branch: Donation campaign to update shelving extends to 2020.
Fire Services plans to resurface parking area in the spring.
Angus Branch: Exit ramp plans to be reviewed.

e. Personnel, Meetings & Training:

- COMPASS meetings, MLS, CCFE (bi-monthly)
- Essa Township Management Team, CEO (June 18)
- SirsiDynix Admin Training, LT (July 19)
- CMHA Training for all staff (June 14)
- Simcoe Library Chief Librarian’s meeting (June 18)

f. Grants & Donations:

- 2019 Adjala-Tosorontio Contract Grant & Invoice submitted
- RBC Youth Futures: \$45,000.00 received
- RBC Volunteer Grant applied \$500 (Benevity.org registration required)
- Service Ontario Grant cancelled (\$800)
- Canada Summer Jobs: “Unable to offer funding in 2019”.
- Registered Charity Status to be renewed for 2019 (CEO)

g. Technology:

- 2019 Databases launched
- Computer replacements for 2019 received and installed
- Thornton Interac live

h. Joint-Use Agreement: Working Committee Minutes from May 14th attached. Next Working Committee meeting in September.

i. Community @ Thornton:

Essa Historical Society, Taking Off Pounds Sensibly, Thornton Women’s Institute,
Community @ Angus:
Accessibility Committee, Country Crafters, Next Step Literacy, South Simcoe Arts Displays, private tutoring & homeschool destinations.

j. Outreach & Marketing:

EarlyOn programs on campus (CCFE), RBC Future Launch Grant activities (MLS).
Advocacy work to reinstate Inter-Library Loan (CEO, staff & Library Board),
Children’s Program Feedback (CCFE), Water Walk in Baxter (MLS, PA).

2019: 048 Moved: JB Seconded: AM Carried
THAT the CEO’s Report be received as printed and circulated.

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

Letter from Minister Lisa MacLeod shared with the Library Board.

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11. Committee Updates:

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

11.2 Planning Committee (Chairperson: C. Cryer)

Strategic Plan concludes in 2020, planning for 2021-2024 in September.

11.3 Personnel Committee (Chairperson: J. Hunter): None

11.4 Policy Review for Re-Accreditation

(i) Library Services:001 (LS001) Foundation Statements.

(ii) Library Services:007 (LS007) Children's Services Policy.

2019: 049 Moved: JB Seconded: KW Carried
THAT the Library Board approves the updates to Library Services Policies LS:001 Foundation Statements and LS:007 Children's Services Policy as circulated and attached as part of the Re-Accreditation process.

(iii) Administration:002 (ADMIN:002) Policy Development Policy.

2019: 050 Moved: CC Seconded: AM Carried
THAT the Library Board approves the updates to Administration Policy, ADMIN:002 Policy Development Policy, as circulated and attached as part of the Re-Accreditation process.

(iv) Human Resources:007 (HR:007) Staff Recognition Policy.

(v) Human Resources:012 (HR:012) Staff Training and Development Policy.

(vi) Human Resources:013 (HR:013) Staff Code of Conduct Policy.

2019: 051 Moved: KW Seconded: CC Carried
THAT the Library Board approves the updates to Human Resource Policies HR:007, Staff Recognition Policy, HR:012 Staff Training and Development Policy and HR:013, Staff Code of Conduct Policy, as circulated and attached as part of the Re-Accreditation process.

11.5 Inter-Library Loan Update and review of Library Services Policy:005 Resource Sharing Policy, including review of an estimated "rebate calculation" from SOLS and budgetary implications moving forward.

2019: 052 Moved: SM Seconded: CC Carried
THAT the Library Board approves the updates to Library Services Policy EPL LS:005, Resource Sharing Policy, as circulated and attached.

12. Closed Meeting:

2019:053 Moved: JB Seconded: CC Carried
THAT the Board proceed to Closed Session at 8pm to discuss:

- ✓ security of persons or property
- ✓ other matters pertaining to personal matters about an identifiable individual, including Board employees

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2019:054 Moved: JB Seconded: CC Carried
THAT the Board rise from the Closed Session at 8:35pm.

2019:055 Moved: JB Seconded: CC Carried
THAT the CEO be authorized to proceed as directed by the Library Board.

13. Other Business:

13.1 Re-Accreditation Process and public consultation for open hours.

2019:056 Moved: SM Seconded: JB Carried
THAT the Library Board directs the CEO to conduct a public survey of library open hours during the summer months for consideration in the next Strategic Plan.

13.2 Angus Branch Ramp Plans [Items (i) and (ii)] submitted by SCDSB.

2019:057 Moved: KW Seconded: CC Carried
THAT the Library Board directs the CEO to communicate their opinion/direction regarding the architectural plans to update the Shipping and Receiving entrance.

13.3 Members of Simcoe County Library Co-operative suggest County-wide reciprocal borrowing for all member libraries to alleviate cost of Inter-Library Loans and create improved access to materials and resources.

2019:058 Moved: AM Seconded: JB Carried
THAT the Library Board directs the CEO to communicate their support of a County-wide Reciprocal Borrowing arrangement with member libraries to benefit the residents of Essa Township.

13.4 Independent Reciprocal Borrowing Agreement with New Tecumseth Public Library will help alleviate cost of Inter-Library Loans and create improved access to materials and resources.

2019:059 Moved: AM Seconded: JB Carried
THAT the Library Board directs the CEO to communicate their support of a Reciprocal Borrowing Agreement with New Tecumseth Public Library to benefit the residents of Essa Township.

13.5 Independent Reciprocal Borrowing Agreement with Barrie Public Library will help alleviate cost of Inter-Library Loans and create improved access to materials and resources.

2019:060 Moved: AM Seconded: JB Carried
THAT the Library Board directs the CEO to communicate their support of a Reciprocal Borrowing Agreement with Barrie Public Library to benefit the residents of Essa Township.

13.6 Digital sign boards will be positioned as Gateway signage to highlight community events and Township information.

13.7 A new Pavillion in the Park will serve as a destination fr movies, concerts, special events and weddings.

13.8 Angus Car & Bike Club flyers are distributed.

13.9 Discover Angus.ca serves as a Community Calendar which can include videos to highlight events in our area.

14. Next Meeting: Monday, September 23, 2019, 7:00 pm, Thornton Branch.

15. Adjournment

2019:061 Moved: SM

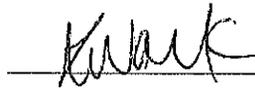
Carried

THAT the Meeting be adjourned at 9pm.

APPROVED: September 30, 2019



Derek McKeever, Chairperson



Laura Wark, CEO/Secretary-Treasurer

Outcome Measurements

Highlight of the Summer was the visit from children's author, Ruth Ohi. She entertained with her stories and drawings. It was so much fun for children, parents & staff!



Summer Reading

A Hamilton Branch patron sent us an email recently that spoke volumes of what the Hamilton Branch and the Summer Reading Club meant to her & her family. Impressive compliments about computer access, programming, cooking books, cds, dvds, socializing, Saturday Family Fun Night & the staff showed that the library is much loved.

Another patron shared that her daughter insisted to pick her up early from day camp so she could come to the Summer Reading Club at the library.

Life changing

A temporary Base Borden patron, interacting with the Reserves this summer, said he wanted to express his great thanks to the library. We were his salvation, a cool place to visit in the summer heat exclaiming the library "saved my life". He would visit every Saturday and enjoyed reading here. On his next visit, he said would bring his dvd player so he could borrow dvds.

Welcome & Good-bye

A new family to Angus came in to get library cards. They were amazed by the variety of items in our collection, especially the social & kitchen libraries and board games.

And, a family who moved away recently got membership renewal notices and sent an email. "We have moved but we will miss your library. Thank you for the exceptional service you provided."

A patron moving back to Toronto wanted to keep her library cards as a memento of their time here in Angus.

Adults

Angus - Book Clubs: 40
 Angus - Cookbook Club: 6
 Thornton - Book Clubs: 13
 Angus - Language Conversation Circle: 13
 Angus - Hobby Circle: 23
 Angus - Adult Movie Night: 8 (June)
 Angus Tech Tutor: 8
 Thornton Tech Tutor: 1
 Exams: 12
 Angus - Community Garden: 16
 Angus - Learn to Run 5K: 18
 Angus - Local Artists' Displays: 4
 Thornton - Artful Essa: 60
 Angus - Other programming: South Simcoe Arts Plexiglass Art: 10

Teens & 'tweens

Angus - Tween Den: 26
 Angus - Teen Central: 58
 Angus - Tutoring Sessions in Teen Central/Quiet Study: 141
 Thornton - Page Turners Tween Book Club: on hiatus



Angus - "Unleash your future" events:

- Teen challenge School Visits: 150
- Teen challenge registrants: 20

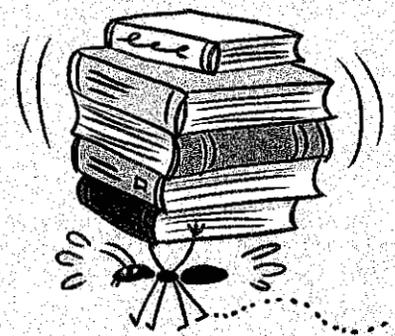
Other

Homebound delivery offered
 Angus - MakerSpace: 5
 Thornton - MakerSpace: 2
 Tour: Amazing Race Challenge: 10

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Kids

Angus - JUMP Club: on hiatus
 Both Branches - Storydogs' sessions: on hiatus
 Angus - Lego Builders: 10
 Angus - Outreach @ EarlyON: 29
 Both Branches - All Children's Summer Programming & Summer Reading Club on Statistical Sheet attached.



Angus - Outreach @ Baxter P.S. Water Walk: 300
 Thornton - Outreach @ Baxter P.S. Summer Fun: 150

Summer Programming 2019 Statistics

Summer Program	# of programs offered	Registered Participants	Attendance over summer
TDSRC	n/a	278	n/a
Summer Fun Seedlings (9-12) (An)	26	79	217
Summer Fun Sprouts (6-8) (An)	26	96	177
Summer Fun (Th)	7	27	76
Let's Read (An & Th)	58	10	40
Getting Ready for Kindergarten (An)	4	23	78
Library Storytime (An)	6 (+1 author event)	n/a	318
Library Storytime (Th)	7	n/a	
French Storytime (An)	6	n/a	110
Wiggles & Giggles (An)	8	n/a	146
Total	142	278	1162

Outreach & Special Events	# of events	Interactions/ Attendance over summer
Farmers Market	4	205
Launch Party (An & Th)	2	450
Stuffy Sleepover (An & Th)	1	44
Family Fun Night (An & Th)	2	190
Movie Night 1 (July)	1	60
Movie Night 2 (Aug)	1	70
School Visits	4	61 (classrooms)
Canada Day	1	400
Total	16	2944

Contest Winners	Angus	Thornton	Total
Find the Frog (+ Friends)	13	12	25
Colouring Contest	7	7	14
Drawing Contest	10	8	18
Door Prizes	3	2	5
Riverstones/Fish Eggs	4	4	8
TDSRC Top Readers	9	9	18
Total	46	42	88

Circulation Totals and Analysis: August 2019

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CIRCULATION	Aug. 2018	Aug. 2019	YTD 2019
Angus Branch	10,747	9,121	74,112
Thornton Branch	1,907	1,780	12,989
Angus Branch Computer Use	580	670	4,736
Thornton Branch Computer Use	68	78	498
Angus Branch Wireless Use	992	1,244	10,750
Thornton Branch Wireless Use	314	409	3,054
eAudio & eBooks	678	792	5,793
TOTALS:	15,286	14,094	111,932

Circulation Analysis	Aug. 2018	Aug. 2019	YTD 2019
Print	6,618	5,862	41,692
Non-Print	5,854	4,973	44,604
Computer Use/Internet/Wireless	1,954	2,401	19,038
eAudio Books	219	240	1,824
eBooks	459	552	3,969
Interlibrary Loan: Borrowed	131	42	648
Interlibrary Loan: Lent	51	24	157

Materials Used In-Library	Aug. 2019	YTD 2019
Angus Branch	290	2,079
Thornton Branch	189	1,174

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Library website visits	3,317	YTD 2019 27,750
E-resources sessions	280	YTD 2019 2,690
New Members		YTD 2019
Angus Branch	193	746
Thornton Branch	7	44

August Library Highlights

Summer Fun Wrap-up...



Ballots, ballots everywhere! Another great Summer Reading Club. Thanks to Karly, Maisle & Katie for an amazing program!



"Blossom" our Black Swallowtail emerges to enjoy our Community Garden



One lucky winner in the Summer Reading Club - Thornton Branch.



Feedback on the Levelled Readers at Thornton Branch

THE CORPORATION OF THE TOWNSHIP OF ESSA

BY-LAW NO. 2019-74

A By-law authorizing the Mayor and the Clerk to enter into an Agreement with the City of Barrie for the provision of emergency fire dispatch services.

WHEREAS Section 20 (1) of the *Municipal Act 2001*, S.O. 2001, c. 25, authorizes a municipality to enter into an agreement with one or more municipalities to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries; and

WHEREAS by-laws have been duly enacted by the corporate parties hereto respective to authorize an agreement between the said parties relative to the City of Barrie providing certain dispatching and information and communication technology services to the Township of Essa; and

WHEREAS at its meeting of November 21, 2018 Council passed Resolution No. CW203-2018 authorizing the renewal of the Fire Dispatch Agreement and the use of the SINRJ1911 Software;

WHEREAS the Corporation of the Township of Essa deems it advisable to enter into an Agreement with the Corporation of the City of Barrie for the continued provision of emergency fire dispatch services (dispatching) for a five year term;

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

1. That the Agreement marked as Schedule "A" attached to and forming part of this By-law is approved.
2. That the Mayor and Clerk are authorized and directed to execute said Agreement.
3. That this By-law will take effect the date it is finally passed.

READ A FIRST, AND TAKEN AS READ A SECOND AND THIRD TIME AND FINALLY PASSED on this the 16th day of October, 2019.

Sandie Macdonald, Mayor

Lisa Lehr, Clerk

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Schedule "A"

FIRE DISPATCH SERVICES AGREEMENT

Effective the 1st day of January, 2019

BETWEEN:

THE CORPORATION OF THE CITY OF BARRIE
("Barrie")

- and -

THE CORPORATION OF THE TOWNSHIP OF ESSA
(the "Municipality")

WHEREAS:

- A. Barrie and the Municipality desire to enter into a Fire Dispatch Services Agreement (the "Agreement") for Barrie to provide fire dispatch and information and communication technology services to the Municipality; and
- B. Section 20(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25, authorizes a municipality to enter into an agreement with one or more municipalities to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries.

NOW THEREFORE in consideration of the mutual terms and covenants herein contained, the parties covenant and agree as follows:

1. BARRIE'S RESPONSIBILITIES

Barrie shall be responsible for the following:

- A. Providing emergency fire dispatch services ("Dispatching") to the Municipality in accordance with Ontario regulations under the Fire Protection and Prevention Act, S.O 1997 c. 4. Dispatching shall include the following:
 - i. Responding to 911 telephone calls and non-911 telephone calls with respect to the area for which Dispatching shall apply, as approved by Barrie based on the GIS information to be provided by the Municipality ("Dispatch Area");
 - ii. Alerting the members of the Municipality's Fire Department of an emergency;
 - iii. Communicating with the Municipality's Fire Department under both emergency and nonemergency conditions;
 - iv. Communicating with the Municipality's Fire Department regarding the potential need for mutual aid and monitoring the level of an on-going emergency activity;
 - v. Communicating with other agencies during an emergency upon the request of the Municipality Fire Department incident commander;
 - vi. Providing information, data and other resources during emergencies and on a day to day basis;
 - vii. Maintaining and reporting on all dispatch calls in accordance with Ontario regulations.

- viii. Ensuring back up of the computer dispatching data in SQL database formatting. Barrie shall on the written request of the Municipality provide the Municipality with the data on compact disk ("CD") up to once annually.
- ix. At any time, the Municipality may request a copy of their data. Barrie shall provide same, within a reasonable amount of time, at the fees set out in Schedule B. The data will be provided on a CD in SQL database formatting.
- x. Voice Logging Services of all telephone and radio transmissions.

B. Providing to the Municipality information technology support as set out in Schedule A.

2. CAD MAPPING

The Municipality:

- A. Shall provide Barrie, on a continuous basis, all necessary information for the operation of the dispatch system, including but not limited to maps and GIS data required for Barrie's approval of the Dispatch Area, single line road network data, hydrant locations, water main information, assessment data, any and all other pertinent data. Updates to the mapping and data shall be provided by the Municipality to Barrie, when requested by Barrie;
- B. Acknowledges and agrees that it shall provide, as applicable, the County of Simcoe, Dufferin County, Grey County, the District Municipality of Muskoka, and any other such required county or district or regional municipality (the "Counties") with mapping information and data for its region;
- C. Acknowledges and agrees that the Counties shall provide Barrie with mapping information and a limited license to modify the data for the purpose of creating an integrated and seamless map ("CAD Mapping") across different regions including the area described as the Dispatch Area. The CAD Mapping is used to facilitate the Dispatching and management of fire calls by Barrie on behalf of the Municipality;
- D. Shall provide mapping to Barrie in a shp format compliant with the standards requested by Barrie;
- E. Shall provide the applicable Counties in a timely manner with updates to the maps for the Dispatch Area;
- F. Shall immediately notify both the applicable Counties and Barrie of any mapping inaccuracies it discovers;
- G. Shall immediately notify both the applicable Counties and Barrie of any changes to the names of existing roads; and
- H. Agrees that it will at all times indemnify and save harmless Barrie, its employees, officers, servants, agents and assigns, including the members of the Barrie Fire and Emergency Service from any and all claims, actions suits or demands for damage or otherwise arising from any errors, modifications or inaccuracies in the CAD Mapping, or from any misuse, misinterpretation or misapplication thereof, whether due to the negligence of Barrie, its employees, officers, servants, agents or assigns.

Barrie:

- A. Shall immediately notify the Municipality of any errors or inaccuracies discovered by Barrie in the Municipality mapping. The Municipality shall be responsible to provide both the County and Barrie with an updated and corrected map(s) in a timely fashion; and
- B. Makes no representations, covenants or warranties with respect to the mapping information or the CAD Mapping. Barrie specifically does not warrant that the mapping information or the CAD Mapping is free of any inaccuracies or errors. Barrie relies entirely on the Counties for the accuracy and completeness of the data provided.

3. DISPATCH BACKUP

Barrie shall provide an operational back-up communications centre in the event that the primary is not operational.

The Municipality agrees that it will assume control of its own dispatch centre on a temporary basis if and when required and for such period of time as may be required by Barrie.

4. STANDARD OPERATING PROCEDURES

The Municipality agrees that it shall comply with the Standard Operating Procedures set out in Schedule C as updated and communicated by Barrie to the Municipality from time to time:

5. FEES

The Municipality shall pay to Barrie the fees as set out in Schedule B.

6. TERM

This Agreement shall come into force and take effect from the 1st day of January, 2019 and remain in full force and effect for a period of five (5) years and thereafter until amended or replaced by a new agreement.

It is agreed that any amendment to or replacement of this Agreement shall be worded so as to take full force and effect on the 1st day of January for the year in which the amendment or new agreement is made.

7. TERMINATION

Either party may, at any time, upon one-hundred twenty (120) days written notice to the other, terminate this Agreement. Any monies owing to Barrie, and not paid, shall immediately be paid to Barrie prior to the date of termination.

8. INDEMNIFICATION

The parties agree that each of them undertakes no duty of care with respect to the other party, and neither party shall be required to indemnify the other as a result of any provision of services under this Agreement. Both parties agree that they shall maintain adequate liability insurance with respect to any claims by any party for physical or personal damages or negligence, as the case may be, on behalf of the parties, and their respective agents, officers, employees and assigns.

9. TECHNOLOGICAL CHANGE

The Municipality agrees and acknowledges that in the event that technology required to provide Dispatching Services changes significantly from what is contemplated under this Agreement, Barrie may require an amendment to this Agreement, which amendment may include, without limiting the generality of the foregoing, an amendment to Barrie's Responsibilities, the Municipality's responsibilities, or to the fees set out in Schedule B attached hereto. If the Municipality does not agree to execute such an amendment, Barrie may terminate this Agreement upon one-hundred twenty (120) days written notice to the Municipality.

10. OTHER AGREEMENTS

The Municipality acknowledges that Barrie may enter into similar agreements to this Agreement with other municipalities. As a result of such further agreements or the increased volume of the dispatched messages arising out of this Agreement, either party may determine that additional equipment or manpower is necessary for the proper functioning of the dispatch system. If either party determines that additional equipment or manpower is necessary, both parties shall enter into negotiations to determine the necessity of such additional equipment or manpower. If as a result of negotiations the parties are unable to agree as to the necessity of additional equipment or manpower, this Agreement shall be terminated subject to the provisions set out in Section 7 (Termination) above.

11. ARBITRATION

If any disputes, differences or questions arise between the parties out of this agreement, whether during the term of this agreement or after, each such dispute, difference or question shall be submitted to and settled by arbitration and the decision of the arbitrator appointed to deal with such matters shall be accepted by the parties.

The arbitration in each of the cases mentioned above shall be conducted by a single arbitrator if the parties hereto agree upon one or otherwise by an arbitrator appointed by a Judge of the Ontario Superior Court of Justice. The arbitration shall be conducted in accordance with the provisions of *The Arbitration Act* (Ontario), and any statutory amendments thereto for the time being in effect. It is hereby agreed that it shall be a condition precedent to any action being instituted by either party hereto against the other or of any liability in connection therewith that the matter must be first referred to arbitration as herein provided for disposition.

12. COMPLIANCE WITH LAWS AND CONFIDENTIALITY

The parties undertake and agree that personal information in records delivered to it by the other party will be used for the limited purposes of performing their responsibilities under this Agreement. The parties further acknowledge that any personal information obtained from the other party for the Agreement will be protected under the terms of their privacy policies and applicable privacy legislation.

13. AGREEMENT BINDING

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

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14. SEVERABILITY

If any covenant, provision or term of this Agreement should be at any time be held by any competent tribunal to be void or unenforceable, then the Agreement shall not fail but the covenant, provision or term shall be deemed to be severable from the remainder of this Agreement which shall remain in full force and effect.

15. HEADINGS

The section headings are for purposes of convenience only, and shall not be deemed to constitute a part of this Agreement or to affect the meaning or interpretation of this Agreement in any way.

16. FORCE MAJEURE

Neither party shall be liable for damages caused by delay or failure to perform its obligations under this Agreement where such delay or failure is caused by an event beyond its reasonable control. The parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Agreement would have put in place contingency plans to either materially mitigate or negate the effects of such event. If a party seeks to excuse itself from its obligations under this Agreement due to a force majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance.

17. NOTICE

Any notice required pursuant to this Agreement shall be in writing and delivered personally, by Fax, email, or sent by registered mail (with proper postage) to the following addresses:

To the City of Barrie at:
P.O. Box 400
70 Collier Street
Barrie, ON L4M 4T5

Attention: City of Barrie Fire and Emergency Service, Fire Chief

Fax: (705) 728-1277

To the Municipality at:

Or to such other addresses either of the parties may indicate in writing to the other. Any notice given in accordance with this shall be deemed to have been received upon delivery, if delivered personally, at the time of transmission if sent by fax or email, or five (5) days after posting, if sent by regular mail.

18. ENTIRE AGREEMENT

Except as otherwise stated herein, this Agreement constitutes the entire agreement of the parties, it supersedes any previous agreement whether written or verbal.

9a

19. APPLICABLE LAW

This Agreement shall be construed and enforced in accordance with the laws of Ontario and the laws of Canada applicable therein.

IN WITNESS WHEREOF the parties have executed this Agreement.

THE CORPORATION OF THE CITY OF BARRIE

Name: J.R. Lehman
Title: Mayor

Name: Wendy Cooke
Title: City Clerk
We have authority to bind the Corporation

[Insert full name of Municipality]

Name: Sandie Macdonald
Title: Mayor

Name: Lisa Lehr
Title: Clerk
We have authority to bind the corporation

9a

SCHEDULE A

RECORDS MANAGEMENT SYSTEM

1. Support by Barrie

Barrie's Information Technology Department shall provide the following services to the Municipality with respect to the records management system utilized by Barrie for the purpose of collecting and reporting data with respect to Fire Dispatch Services (the "Records Management System"):

- A. Provide the Municipality with password protected logon to Records Management System, if required;
- B. Store such copies of electronic files as are provided by the Municipality and allow for access through the Records Management System. Barrie does not accept responsibility for maintenance or safekeeping of any such electronic files.
- C. Ensure that Dispatching is capable of producing adequate notification; and
- D. Provide Barrie Service Desk support for the above and for general usage questions from Monday to Friday between 8:00 A.M. to 5:00 P.M.

2. Responsibilities of the Municipality

The Municipality shall have the following responsibilities:

- A. To provide base level of communication link capabilities in order to provide and maintain internet connection. The Municipality shall provide and properly maintain a base level of workstation, operating system and IE level to support its internal use of the Records Management system application. The Municipality shall also take responsibility for its network, all firewalls and configurations at the local level to allow the Records Management System application to work;
- B. The Municipality shall attempt to have Records Management System issues resolved internally prior to contacting Barrie Service Desk by performing troubleshooting by qualified information technology personnel at local level;
- C. The Municipality shall be responsible to maintain the appropriate back up files for all electronic files transmitted to Barrie;
- D. The Municipality staff shall provide timely, accurate and reasonable descriptions of its problems to Barrie Service Desk staff in order to facilitate the support processes; and
- E. The Municipality staff shall contact Barrie Service Desk staff by phone at (705) 726-4242 ext 4599 or by email AskIT@barrie.ca for all requests regardless of the priority or subsequent actions taken.

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SCHEDULE B

FEES

1. Dispatching Fees

The following fees shall be applicable for Dispatching:

- A. For Dispatching, Municipality shall pay to Barrie, semi-annually, as invoiced by Barrie, a per capita rate (the "Rate") for the entire Dispatch Area. The Rate applies to all citizens protected by the Municipality's Fire Department, or under any agreement with other municipal fire departments. The Rate payable each year of the Term of this Agreement shall be:

2019	\$2.50
2020	\$2.65
2021	\$2.80
2022	\$2.95
2023	\$3.10

- B. If the population of the Municipality more than doubles seasonally, an additional per capita on the difference from year round to seasonal population will be added for the agreed upon months yearly. The Municipality shall provide Barrie such reasonable information as Barrie requires to confirm seasonal population changes no later than sixty (60) days prior to the end of each year of the Term or subsequent years following expiry of the Term, if applicable. The per capita rate payable for season population increases in each year of the Term of this Agreement shall be (the "Seasonal Increase Rate"):

2019	\$0.50
2020	\$0.625
2021	\$0.66
2022	\$0.69
2023	\$0.72

- C. Barrie shall review the population of the Municipality on an annual basis and shall correspondingly increase the total amount owing by the Municipality based on the Seasonal Increase Rate payable in each year. The Municipality shall provide to Barrie such reasonable information as may be required by Barrie in order to determine the population on an annual basis.
- D. The Municipality shall pay the greater of \$3,000.00 or the fee as determined by the Rate set out in item A as the base price.
- E. The Municipality shall pay the dispatching fees within thirty days of receipt of the invoice. Interest at the rate of 1.5% per month shall accrue on past due accounts.
- F. If the Agreement continues following expiry of the Term, then the Rate shall be increased by Barrie for each subsequent year following expiry of the Term at Barrie's sole and unfettered discretion, provided that Barrie gives notice in writing to the Municipality no later than August 31st of each year following expiry of the Term of the increase to the Rate.

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2. Additional Fees

The following Additional Fees shall be applicable:

- A. The Municipality shall be responsible for all charges and costs billed to Barrie directly from Bell Canada or other parties which are properly attributable to Municipality. Barrie shall identify and forward to Municipality invoices with respect to same which shall be paid by the Municipality forthwith upon receipt thereof.
- B. The Municipality shall pay any labour costs incurred by Barrie with respect to any Barrie employees who are subpoenaed to give evidence at any inquest, hearing, court case, etc. associated with the dispatching process set out in this Agreement.
- C. If the Municipality uses a different radio maintenance vendor from Barrie's radio maintenance vendor, then the Municipality shall pay all invoices, charges and costs incurred by Barrie as a result of failures in the Municipality's radio equipment.

2. Fees for Records Management Users

The following fees shall be applicable for IT support:

- A. Prior to August 30th of each year, Barrie may unilaterally increase the Support Fee increases greater than the rate of inflation according to the CPI. Barrie shall provide notice to the Municipality of the increase. The increase shall be effective January 1st of the respective year.

3. Optional Fees

The following fees are options available to the Municipality:

- A. Graphic Services for mapping used in CAD (\$0.10 per capita) – Includes the ability to use the services of GIS staff at Barrie to ensure accuracy of information used in CAD system.

4. Technological Change

- A. In the event of technological changes that require the City to modify the Dispatch Services The City may amend this Schedule B in accordance with Section 9 of the Agreement to reflect any increase in the Rate for providing the Dispatch Services.

02

SCHEDULE C

STANDARD OPERATING GUIDELINES AND PROCEDURES

The Municipality shall comply with the following guidelines:

- A) Standard Operating Guideline "Emergency Radio Announcement"
- B) Standard Operating Guideline "Mayday" Communications

THE CORPORATION OF THE TOWNSHIP OF ESSA

BY-LAW 2019 - 75

A By-law of the Corporation of the Township of Essa to amend By-law 2011-20, that being a By-law to provide for the licensing, regulation and governing of certain businesses, trades or occupations carried on, or engaged in, and organized public amusement within the Township of Essa.

WHEREAS pursuant to the provisions of Part IV of the *Municipal Act*, the Council of the Corporation of the Township of Essa may pass by-laws for the licensing, regulating and governing of businesses wholly or partially carried on within the Municipality, even if the business is being carried on from a location outside the Municipality; and

WHEREAS municipalities may pass by-laws for imposing fees to be charged for licensing a class of business; and

WHEREAS pursuant to the *Municipal Act*, the Council of the Corporation of the Township of Essa may exercise its licensing powers including imposing conditions, for the health, safety and well-being of persons, nuisance control, and/or consumer protection; and

WHEREAS Council of the Corporation of the Township of Essa passed By-law 2011-20 on the 20th day of April, 2011, that being the Business Licensing By-law; and

WHEREAS Notice of Intent was provided by the municipality to the public in respect of its intent to pass a By-law to amend the Township's Business Licensing By-law to include licensing requirements for "Recreational Facilities – Event Venues" specific to wedding barns/conference centres, and no objections or comments were received; and

WHEREAS Council of the Corporation of the Township of Essa is desirous of amending Schedule "8" of By-law 2011-20 in relation to the inclusion of Wedding Barns / Event Centres specifically by adding Schedule "8 B – Recreational Facilities – Event Venues";

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

1. That the title of Schedule 8 "Recreational Facilities" of By-law 2011-20 be amended to read as "Schedule 8A Recreational Facilities – Recreational Activities"
2. That By-law 2011-20 be amended to include "Schedule 8B Recreational Facilities – Event Venues", as attached.

9h

3. That this By-law shall come into force and take effect on the date it is finally passed.

READ A FIRST TIME AND TAKEN AS READ A SECOND AND THIRD TIME AND
FINALLY PASSED this 16th day of October 2019.

Sandie Macdonald, Mayor

Lisa Lehr, Clerk

Township of Essa Business Licensing By-law 2011-20
SCHEDULE "8 B"

RECREATIONAL FACILITIES – EVENT VENUES

1. **Authority**

Municipal Act, 2001, S.O. 2001, c. 25, as amended, Sections 150 through 153.

2. **Purpose**

The licensing of Recreational Facilities - Event Venues is for the purpose of nuisance control, consumer protection and ensuring the health and safety of the public.

3. **Application**

This requirements for licensing outlined in this Schedule apply only to properties where Wedding Barns are permitted in accordance with land use planning and the Township's Zoning By-law.

4. **Definitions**

"Event Venue" means any place of public assembly where members of the public gather together for the purpose of any meeting, entertainment or witnessing of nuptials, where an admission fee is charged, or where after admission a charge is made or a fee collected, or where the event venue is rented or leased by any person or organization for any such function, but does not include churches or places of worship. Types of events may be weddings, conferences etc.

5. **General**

5.1 No person shall operate a public hall, event centre, wedding barn or conference facility for an event venue unless such person has applied for and obtained a license for such purposes from the Corporation of the Township of Essa.

5.2 No license shall be issued to an owner or operator of a business under this schedule unless:

- a. The premises complies with the Zoning By-Law Regulations and Land Use Designation, or any other applicable requirements of the Township's Zoning By-law, Official Plan, Fire Code, Building Code and Public Health Act;
- b. The Fire Official has reported in writing that the premises comply with fire regulations;
- c. The Simcoe County Health Unit has reported in writing that the premises in connection to the operation with which the license is sought are suitable for the purpose of the license application and are in a sanitary condition, if required by the Issuer of Licenses.
- d. The applicant has paid the license fee prescribed in the Fee Schedule;

- e. If applicable, the business and the equipment and devices used therein comply with the *Technical Standards and Safety Act, 2000*, S.O. 2000, c. 16, and other legislation setting standards relevant to the particular business; and
- 5.3 No owner or operator shall cause or permit to be caused noise emanating from the business or operation that is, in the opinion of the Township, at a level that constitutes a nuisance or interferes with neighboring property uses and is in compliance with all Municipal By-laws.
- 5.4 An investigation of the activities interfering with neighbouring properties or causing noise may be carried out by any Township official or other persons designated by the Township.
- 5.5 In the event that the Township has notified the owner or operator of a breach of section 5.3 above, and if the breach is not remedied within the time outlined by the Township representative, the Township shall revoke the business license. Notice for the purposes of this section shall include informing the owner or operator or his or her representative of the breach of section 5.3 in person, by telephone, fax, e-mail or by personal mail. Once Notice has been provided, it shall be deemed to be received on the first business day following the transmission and if notice is given by mail it shall be deemed to be received two business days after mailing.
- 5.6 No person shall operate a business under this section in a disorderly fashion or leave the business attended by anyone other than a responsible person.
- 5.7 Any person operating a business under this Schedule shall locate the facility or "active use areas" on the site so as to keep dust, noise, traffic, litter and other disturbances to a minimum, so as to adversely affect any neighbouring properties.
- 5.8 For the purposes of ensuring diminished nuisance, noise abatement, and proper year round emergency access, the applicant shall submit a site plan of the facility for the event with the license application showing the following:
- a. The boundary of the active use areas;
 - b. The location of all existing and proposed buildings, driveways, parking areas, roads, grades and location and description of activities taking place on site;
 - c. The location, height and type of construction of all fences and gates; and
 - d. All fire prevention equipment, and emergency access routes.
- 5.9 The operator shall update such site plan annually or more frequently if required to keep the Township records current and accurate.

6. **Regulation of Alcohol**

- 6.1 Any person operating a business under this schedule shall prohibit the consumption of alcohol on all public lands, including all municipal facilities used

for the carrying out of the business unless authorized by the municipality and subject to the conditions of such authorization.

6.2 The owner or operator of a business that has been granted permission from the Municipality to allow for the consumption of alcohol shall provide the municipality with a copy of their valid Liquor License and/or Special Occasion Permit (SOP) upon application of a business license and subsequent renewals thereafter. (Note Special Occasion Permits are valid for one event only. The municipality is required to receive copies of each individual SOP issued by the AGCO for individual events, if there is no valid Liquor License.

6.3 Where a Liquor License has been obtained and approved by the regulating authority, all owners and/or operators shall ensure that all conditions set within the approval shall be complied with. The owner is required to provide the municipality with a copy of the liquor license at the time of application and with each subsequent renewal thereafter.

7. **Special Occasion Permits Where Food is Served**

7.1 Upon request, the holder of this license is required to provide the municipality proof that the Health Unit has received and approved an SOP where food is to be served to persons in attendance for every event

8. **Hours of Operation**

8.1 No owner or operator shall operate outside the hours set out for in the supplemental application form.

8.2 No owner or operator shall host more than thirty (30) events during each calendar year.

9. **Inspection**

9.1 On receipt of an application for a license or for any renewal of a license, or at any time during the period when the business is open for operation and all times thereafter, the Issuer of Licenses, Fire Official or designate, Chief Building Official, Health Department Inspector, Police Officer or By-Law Enforcement Officer may at any reasonable time, enter upon the premises of the applicant or licensee to make an inspection to ensure that all the provisions of this By-law have been satisfied.

9.2 No person shall obstruct the Issuer of Licenses or designate, Fire Official or designate Chief Building Official, Health Department Inspector, Police Officer or Municipal Law Enforcement Officer from inspecting premises or withhold, destroy, conceal or refuse to furnish any information or thing required by any one of the aforesaid official(s) conducting the inspection.

10. **Insurance**

10.1 The Township may refuse to issue a license under this Schedule unless the applicant obtains liability insurance in the amount of two (\$2) million dollars and provides proof of such insurance showing the Township as additionally insured.

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10.2 The applicant shall keep the liability insurance current for the term of the license and shall instruct the insurer to provide 10 days' written notice to the Township of any cancellation, expiry or variation of such insurance.

10.3 The business license shall be invalid upon the cancellation or expiry of the required liability insurance.

11. **Limitations**

11.1 The following limitations apply to holders of licenses issued under the schedules as follows:

- a. Maximum of 30 events per season
- b. License is valid from January 1st to December 31st each calendar year and is required to be renewed on an annual basis.
- c. Events shall end no later than 11:00 p.m.

THE CORPORATION OF THE TOWNSHIP OF ESSA

BY-LAW 2019 - 76

Being a By-law to confirm the proceedings of the Council meeting held on the 16th day of October, 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 16th day of October, 2019 and, in respect of each recommendation contained in the Minutes of the Regular Council meeting held on the 2nd day of October, 2019, and Committee of the Whole meeting held on the 2nd day of October, 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 16th day of October, 2019.

Sandie Macdonald, Mayor

Lisa Lehr, Clerk