

**THE CORPORATION OF THE TOWNSHIP OF ESSA
REGULAR COUNCIL MEETING
WEDNESDAY, JANUARY 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 19th day of December, 2018 be adopted as circulated; and That the minutes of the Special meeting held on the 2nd day of January, 2019 be adopted as circulated.*

4. PRESENTING, REFERRING OR PASSING OF ACCOUNTS

Recommendation: *Be it resolved that payments dated October 19, 2018 to December 31, 2018 in the amount of \$7,097,928.17 be approved; and That the visa statement dated September 16, 2018 to October 15, 2018 with a payment date of November 5, 2018 in the amount of \$29,175.23 be approved; and That the visa statement dated October 16, 2018 to November 15, 2018 with a payment date of December 6, 2018 in the amount of \$31,700.68 be approved; and That the EFT payment transferred November 23, 2018 for the OMERS October 2018 remittance in the amount of \$38,792.70 be approved; and That the EFT payment transferred December 20, 2018 for the OMERS November 2018 remittance in the amount of \$38,487.64 be approved; and That payroll for the month of November 2018 in the amount of \$224,192.62 be approved; and That payroll for the month of December 2018 in the amount of \$223,141.24 be approved.*

5. CONSENT AGENDA

Recommendation: *Be it resolved that the items listed in the Consent Agenda dated January 16th, 2019 be approved as presented, and that the necessary action be taken.*

6. COMMITTEE REPORTS

7. PETITIONS

8. MOTIONS AND NOTICES OF MOTIONS

- p. 19 a. **Correspondence, re: Retirement of Executive Assistant to the Chief Administrative Officer and Manager of Public Works.**

Recommendation: *Be it resolved that the correspondence dated January 4, 2019 from Liz Linton, Executive Assistant to the Chief Administrative Officer and Manager of Public Works, with regard to her retirement effective February 28, 2019 be received; and That Council appreciates the dedication that she has provided to the municipality over the tenure of her employ and wishes her the best in her retirement; and That staff be directed to advertise for this position accordingly, seeking the interest of qualified candidates.*

9. UNFINISHED BUSINESS

10. BY-LAWS

- p. 20 a. **By-law 2019-02**

Recommendation: *Be it resolved that leave be granted to introduce By-law 2019-02, that being a By-law to appoint an Alternate Member to the Council of the County of Simcoe during an absence by the Mayor or Deputy Mayor.; and, that said By-law be read a first, and taken as read a second and third time and finally passed.*

- p. 21 b. **By-law 2019-03**

Recommendation: *Be it resolved that leave be granted to introduce By-law 2019-03, that being a By-law to provide for a Model Home Agreement for a Plan of Subdivision for Part of Lot 16, Concession 4 (Brookfield Residential (Ontario) Limited); and, that said By-law be read a first, and taken as read a second and third time and finally passed.*

11. QUESTIONS

12. 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.

13. CONFIRMATION BY-LAW

p. 44 **By-law 2019-04**

Recommendation: *Be it resolved that leave be granted to introduce By-law 2019-04 that being a By-law to confirm the proceedings of the Council and Committee of the Whole meetings held on this 16th day of January, 2019; and that said By-law be read a first, and taken as read a second and third time and finally passed.*

14. 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 February, 2019 following Committee of the Whole.*

THE CORPORATION OF THE TOWNSHIP OF ESSA
COMMITTEE OF THE WHOLE

WEDNESDAY, DECEMBER 19, 2018
6:00 p.m.

A Committee of the Whole meeting was held on Wednesday, December 19, 2018 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: G. Murphy, Chief Administrative Officer
D. Perreault, Manager of Public Works
C. Mohr, Manager of Finance
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**

Councillor Henderson declared a conflict on Item 9 (e) as he has familial relations with an applicant.

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

a. **Cheque Presentation – Angus and Thornton Food Banks**
Re: Donation from HGR Graham Partners LLP

The Township lawyer, Paul Rabinovitch, HGR Graham Partners LLP, was in attendance to present a donation to the Angus and Thornton Food Banks. Council thanked him for his generosity.

b. **Cheque Presentation – Essa Challenge Golf Tournament Proceeds**
RVH Foundation, Stevenson Memorial Foundation, Matthews House Hospice, Alliston & Area Physician Recruitment Committee.

Mayor Macdonald stated that the annual proceeds raised from the Township of Essa's Annual Golf Challenge totalled \$15,405.28. These funds were distributed equally to the RVH Foundation, Stevenson Memorial Hospital Foundation, Matthews House Hospice, and the Alliston and Area Physician Recruitment Committee. Representatives from each organization were in attendance to receive the donation(s).

STAFF REPORT

4. PLANNING AND DEVELOPMENT

- a. **Staff Report PD050-18 submitted by the Manager of Planning and Development, re: Zoning By-law Amendment to Prohibit Dwelling on 8477 6th Line – Farmland.**

Resolution No: CW218-2018 Moved by: Henderson Seconded by: Smith

*Be it resolved that Staff Report PD050-18 be received; and
That Council does authorize staff to schedule a public meeting to collect comments on a Zoning By-law Amendment to prohibit a future dwelling on farmland where a surplus dwelling unit will be severed due to a farm consolidation.*

----Carried----

- b. **Staff Report PD052-18 submitted by the Manager of Planning and Development, re: Future Healthy Community Committee Capital Projects Between 2019-2024.**

Resolution No: CW219-2018 Moved by: White Seconded by: Smith

*Be it resolved that Staff Report PD052-18 be received; and
That Council consider the following capital projects during budget deliberations:
(a) Ecopark development in LeClair Park in Angus;
(b) Bridge over Sandie Creek to connect a residential neighbourhood to commercial and institutional uses in Angus; and
(c) Canoe launch and trail development in the Angus Community Park.*

----Carried----

- c. **Staff Report PD054-18 submitted by the Planning Technician, re: 2018 Committee of Adjustment Summary.**

Resolution No: CW220-2018 Moved by: Smith Seconded by: Sander

Be it resolved that Staff Report PD054-18 be received for information.

----Carried----

- d. **Staff Report PD055-18 submitted by the Manager of Planning and Development, re: Riverbank and Fishing Committee.**

Resolution No: CW221-2018 Moved by: White Seconded by: Smith

*Be it resolved that Staff Report PD055-18 be received; and
That Council does approve creating a new committee of 4 citizens and 1 Council Member whose goal is to keep the riverbanks in Essa's Fishing Parks as healthy and sustainable, to ensure that the rivers passing through Essa's Fishing Parks are maintained as clean and ecologically-sound, and to organize Essa's annual Riverbank Salmon Derby, with regular park maintenance to still fall to the Township's Parks and Recreation Department, with proceeds to be split between this committee and the Parks and Recreation Committee;
and
That Council does approve the Terms of Reference as attached to this Report.*

----Carried----

- e. **Staff Report PD056-18 submitted by the Manager of Planning and Development, re: Township of Essa OPA 31 – Garden Suites.**

Deputy Mayor Smith clarified that the new policy would allow for garden suites on any sized lot which is designated as agricultural and rural in the municipality.

Resolution No: CW222-2018 Moved by: Sander Seconded by: Smith

*Be it resolved that Staff Report PD056-18 be received; and
That Council consider adopting a By-law to provide for new policy in its Official Plan concerning garden suites throughout the whole of the Municipality.*

----Carried----

- f. **Staff Report PD057-18 submitted by the Manager of Planning and Development, re: Alliance Agri-Turf – Project Completion and Return of Securities.**

Resolution No: CW223-2018 Moved by: Smith Seconded by: Sander

*Be it resolved that Staff Report PD057-18 be received; and
That Council does authorize returning all remaining securities held on file in association with the development of Alliance Agri-Turf including any legal and engineering deposit and a Letter of Credit in the amount of \$430,463.00.*

----Carried----

- g. **Staff Report PD058-18 submitted by the Manager of Planning and Development, re: Support for the Friends of Utopia Gristmill & Park Master Plan.**

Resolution No: CW224-2018 Moved by: Sander Seconded by: Henderson

*Be it resolved that Staff Report PD058-18 be received; and
That Council does approve continuing to support the Friends of Utopia Gristmill and Park and their Master Plan project in an advisory role.*

----Carried----

- h. **Staff Report PD059-18 submitted by the Manager of Planning and Development, re: Status of Provincial Planning Consultations.**

Resolution No: CW225-2018 Moved by: Sander Seconded by: Smith

Be it resolved that Staff Report PD059-18 be received for information.

----Carried----

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

6. **FIRE AND EMERGENCY SERVICES**

7. PUBLIC WORKS

- a. Staff Report PW048-18 submitted by the Manager of Public Works, re: Authorization to Execute a Transit Services Renewal Agreement with the City of Barrie.**

Council requested that a report be brought forward at a future meeting of Council to outline other transit options available (i.e. uber, taxi, smaller bus, etc.) for local transit services that correspond with the County of Simcoe's Regional Transit Plan.

Resolution No: CW226-2018 Moved by: Henderson Seconded by: Smith

*Be it resolved that Staff Report PW048-18 be received; and
That Council does authorize the Mayor and Clerk to enter into a Transit Services Renewal Agreement with the City of Barrie; and
That a request be made to the County of Simcoe to provide a grant to fund a portion of the transit service until they are prepared to assume the service.*

----Carried----

- b. Staff Report PW049-18 submitted by the Manager of Public Works, re: Budget Pre-Approval – King Street Urbanization.**

Resolution No: CW227-2018 Moved by: White Seconded by: Smith

*Be it resolved that Staff Report PW049-18 be received; and
That Council does authorize pre-approving the 2019 budget estimate submitted by Ainley Group in connection with the Reconstruction of King Street from Auburn Street east of Mill Street in the amount of \$1,701,869; and
That Ainley Group be authorized to arrange for the necessary tender documents be prepared and advertised as soon as possible*

----Carried----

- c. Staff Report PW050-18 submitted by the Manager of Public Works, re: Speed Reduction – 6th Line North of Highway 89.**

Resolution No: CW228-2018 Moved by: Sander Seconded by: Smith

*Be it resolved that Staff Report PW050-18 be received; and
That Council defer its decision on a speed reduction in the area of the 6th Line North of Highway 89 to the Spring of 2019, in order to obtain the necessary data from the speed display signs.*

----Carried----

8. FINANCE

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

Resolution No: CW229-2018 Moved by: Henderson Seconded by: Sander

Be it resolved that securities be reduced in connection with Nottawasaga Village (Stonemount) Subdivision Phase 3, provided that all outstanding legal and engineering accounts are paid by the Developer, as recommended by the Township's Engineer, as follows:

Current Securities Held by the Township: \$744,656.18
Less AECOM's Recommended Release: \$427,811.38
Securities to be Retained: \$316,844.80

----Carried----

b. Staff Report TR022-18 submitted by the Manager of Finance, re: Consideration of Wage Increase for Township Staff.

Resolution No: CW230-2018 Moved by: Sander Seconded by: Smith

*Be it resolved that Staff Report TR022-18 be received; and
That Council does approve an increase in salaries and wages for all employees of 2.5% effective the first full pay in 2019, to reflect the Consumer Price Index (Ontario) for all items between October 2017 and October 2018.*

----Carried----

c. Staff Report TR023-18 submitted by the Manager of Finance, re: Consideration of a Wage Increase for members of Council.

Council requested that a report be brought forward in six months' time to review Council's remuneration, and that the report contain a comparison of Essa in relation to other municipalities in the County of Simcoe.

Resolution No: CW231-2018 Moved by: White Seconded by: Smith

*Be it resolved that Staff Report TR023-18 be received; and
That Council does approve an increase in salaries and wages for members of Council of 2.5% effective the first full pay period in 2019, to reflect the Consumer Price Index (Ontario) for all items between October 2017 and October 2018.*

----Carried----

d. Staff Report TR024-18 submitted by the Manager of Finance, re: Set 2019 Budget Deliberation Meetings.

Resolution No: CW232-2018 Moved by: Smith Seconded by: Sander

*Be it resolved that Staff Report TR024-18 be received; and
That Council does approve the schedule for Special meetings of Council for 2019 budget deliberation on Wednesday January 16th 2019 from 1:00pm to 5:00pm and Wednesday February 6th, 2019 from 1:00pm to 5:00pm and Wednesday February 20th, 2019 from 1:00pm to 5:00pm.*

----Carried----

- e. **Staff Report TR025-18 submitted by the Tax Collector, re: Request to Write Off 2018 Uncollectible Tax Amount.**

Resolution No: CW233-2018 Moved by: Henderson Seconded by: Sander

*Be it resolved that Staff Report TR025-18 be received; and
That Council does authorize the Tax Collector to write off the taxes and penalty charges pursuant to Section 354 of the Municipal Act, 2001 and charge back to Simcoe County and the applicable school board its proportionate share of the unpaid taxes that are written off pursuant to Section 353 of the Municipal Act, 2001 for property identified by Assessment Roll # 43 21 010 010 01802 per Schedule "A" of this Report.*

----Carried----

9. CLERKS / BY-LAW ENFORCEMENT / IT

- a. **Staff Report C036-18 submitted by the Clerk, re: Draft 2019 Council and Committee of the Whole Meeting Schedule.**

Resolution No: CW234-2018 Moved by: White Seconded by: Henderson

*Be it resolved that Staff Report C036-18 be received; and
That Council does approve the 2019 Council and Committee of the Whole Meeting Schedule as presented.*

----Carried----

- b. **Staff Report C038-18 submitted by the Clerk, re: Scheduling of Public Meeting for Proposed By-law Amendment (2007-30) – Expansion of Angus BIA Boundary.**

Resolution No: CW235-2018 Moved by: White Seconded by: Henderson

*Be it resolved that Staff Report C038-18 be received; and
That Council does authorize staff to schedule a Public Meeting to take place on February 20, 2019 for the collection of comments from the public respecting a proposed amendment to By-law 2007-30 regarding an expansion to the defined boundary of the Angus BIA; and
That Council does authorize staff to prepare and mail out the necessary Notice to the affected membership and those properties proposed to be added.*

----Carried----

- c. **Staff Report C040-18 submitted by the Clerk, re: Appointment of Alternate to County of Simcoe Council.**

Resolution No: CW236-2018 Moved by: Sander Seconded by: White

*Be it resolved that Staff Report C040-18 be received; and
That Council does approve the appointment of Councillor Ron Henderson to act as an alternate member of County of Simcoe Council for the current term; and
That the Clerk bring forward the appropriate By-law at the next meeting of Council for such appointment.*

----Carried----

- d. **Staff Report C041-18 submitted by the Clerk's Assistant / Accessibility Coordinator, re: Kennel Licence Exemption – 8569 5th Line, Angus.**

Resolution No: CW237-2018 Moved by: White Seconded by: Smith

*Be it resolved that Staff Report C041-18 be received; and
That Council does approve the applicant's request for an exemption; and
That Council does authorize the Clerks Department to issue a Kennel Licence to the applicant located at 8569 5th Line, Angus.*

----Carried----

Councillor Henderson declared a conflict on Item 9 (e). He did not vote or participate in any discussion on this Item.

- e. **Staff Report C042-18 submitted by the Clerk, re: Commercial Retail Cannabis Stores – Opt-in / Opt-out.**

Resolution No: CW238-2018 Moved by: White Seconded by: Sander

*Be it resolved that Staff Report C042-18 be received; and
That Council defer its decision on this topic to the next meeting on January 16, 2019; and
That staff contact Inspector Steve Clegg from the Nottawasaga Detachment of the OPP to arrange for a delegation on the topic from an enforcement perspective.*

----Carried----

- f. **Staff Report C043-18 submitted by the Clerk's Assistant / Accessibility Coordinator, re: Council Appointment to Local Boards and Committees.**

Resolution No: CW239-2018 Moved by: Smith Seconded by: Sander

*Be it resolved that Staff Report C043-18 be received; and
That Deputy Mayor Smith be appointed to the Essa and District Agricultural Society Board of Directors for the 2018-2022 term of Council; and
That Councillor White be appointed to the Alliston and Area Physician Recruitment Committee for the 2018-2022 term of Council; and
That Deputy Mayor Smith be appointed to the North Simcoe Muskoka Local Health Integration Network for the 2018-2022 term of Council; and
That Councillor White be appointed to the Angus BIA Board of Directors for the 2018-2022 term of Council.*

----Carried----

- g. **Staff Report C044-18 submitted by the Clerk's Assistant / Accessibility Coordinator, re: Request to Waive Meeting Room Rental Fee – Angus Recreation Centre.**

Resolution No: CW240-2018 Moved by: Smith Seconded by: White

*Be it resolved that Staff Report C044-18 be received; and
That Council does approve waiving the meeting room rental booking fee in the amount of \$85.76 plus H.S.T. for use of the Banquet Room at the Angus Recreation Centre on February 3, 2019 for a fundraising event.*

----Carried----

10. CHIEF ADMINISTRATIVE OFFICER (C.A.O.)**11. OTHER BUSINESS****a. Update on Traffic Control Lights – Centre Street/5th Line**

The Manager of Public Works provided Council with an update on the status of the traffic control lights at the Centre Street / 5th Line intersection. He stated that everything is in place and that temporary asphalt has been laid. The municipality is currently waiting for ESA inspection(s), Hydro One for connection, contractor to provide price for temporary line painting, and, a date for activation.

b. Pedestrian Signals – Latimer Avenue / Centre Street

The Manager of Public Works provided Council with an update on the status of the pedestrian signal(s) at Latimer Avenue / Centre Street. He stated that the project has been delayed until the spring of 2019 due to early winter weather. He stated that the area will be fenced off until the work commences again in the spring of 2019.

c. Barrie-Collingwood Railway Crossing – Greenwood Drive

The Manager of Public Works provided Council with an update on the status of the Greenwood Drive railway crossing on the Barrie/Collingwood rail line. He stated that a meeting with County staff was scheduled to take place Friday December 21, 2018, and that an update will be provided to Council at a future meeting.

d. Request for Speed Limit Reduction – County Road 90

Resolution No: CW241-2018 Moved by: White Seconded by: Smith

Be it resolved that the County of Simcoe be requested to lower the speed limit to 60 km/h on County Road 90 (Mill Street) from the existing 50km/h speed zone at Turnbull Road easterly to Don Ross Drive.

----Carried----

e. Township of Essa Strategic Plan

Council requested that a copy of the Township's Strategic Plan be forwarded to all members of Council. Council will review the Plan first and work with staff to hone it so that it reflects the current vision(s) of Council.

f. Administrative Protocol – Council

Mayor Macdonald reminded Council of administrative protocols in relation to communication(s) with staff as follows:

- All requests from Council for reports shall be introduced under "Other Business".
- Members of Council are not to direct subordinate staff members in a supervisory capacity; this is to be done by the Manager of the Department.
- Council members are to filter questions/concerns by email to the Chief Administrative. In his absence, the Department Manager.

g. Road Work on Gravel Roads

Council supported the request of the Deputy Mayor for the Manager of Public Works to prepare a report for a future meeting that will entail the feasibility of paving gravel roads, as well as listing roads that are in disrepair.

h. Staff Christmas Lunch

Council stated that they supported paying the full amount for the staff Christmas Luncheon that was scheduled to take place on December 20, 2018. Council requested that staff from the Public Works and Parks and Recreation Departments be included.

i. Toys for Tickets

Council supported the toys received from the "Toys for Tickets" Campaign being donated to the Barrie Christmas Cheer, which services those in need in the Township of Essa. Additionally, funds raised by staff from their Dress Down Days will also be donated.

12. ADJOURNMENT

Resolution No: CW242-2018 Moved by: Henderson Seconded by: Smith

Be it resolved that this meeting of Committee of the Whole of the Township of Essa adjourn at 8:14 p.m. to meet again on the 16th day of January, 2019 at 6:00 p.m.

----Carried----

Sandie Macdonald, Mayor

Lisa Lehr, Clerk

THE CORPORATION OF THE TOWNSHIP OF ESSA
REGULAR COUNCIL MEETING
WEDNESDAY, DECEMBER 19, 2018

A Regular Council meeting was held on Wednesday, December 19, 2018 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: G. Murphy, Chief Administrative Officer
D. Perreault, Manager of Public Works
C. Mohr, Manager of Finance
C. Ross Tustin, Fire Chief
L. Lehr, Clerk

1. OPENING OF MEETING BY THE MAYOR

Mayor Macdonald opened the meeting at 7:14 p.m.

2. DISCLOSURE OF PECUNIARY INTEREST

3. ADOPTION OF PREVIOUS MINUTES AND MOTIONS

Resolution No: CR250-2018 Moved by: Henderson Seconded by: Smith

*Be it resolved that the motions duly passed and approved at the Committee of the Whole meeting of this date be approved; and
That the minutes of the Public, Committee of the Whole and Regular Council meetings held on the 21st day of November, 2018 be adopted as circulated; and
That the minutes of the Inaugural Council meeting held on the 5th day of December, 2018 be adopted as circulated.*

----Carried----

4. PRESENTING, REFERRING OR PASSING OF ACCOUNTS

5. CONSENT AGENDA

Resolution No: CR251-2018 Moved by: Sander Seconded by: Smith

Be it resolved that the items listed in the Consent Agenda dated December 19th, 2018 be approved as presented, and that the necessary action be taken.

----Carried----

6. COMMITTEE REPORTS

a. Essa Public Library Board

Resolution No: CR252-2018 Moved by: Smith Seconded by: White

Be it resolved that the minutes of the Essa Public Library Board from their meetings of October 29, and November 26, 2018 be received.

----Carried----

b. Nottawasaga Police Services Board

Resolution No: CR253-2018 Moved by: Sander Seconded by: Smith

Be it resolved that the minutes of the Nottawasaga Police Services Board from their meeting of October 24, 2018 be received.

----Carried----

7. PETITIONS

8. MOTIONS AND NOTICES OF MOTIONS

a. Correspondence, re: Retirement of Chief Administrative Officer

Resolution No: CR254-2018 Moved by: Henderson Seconded by: Smith

Be it resolved that the correspondence from Greg Murphy, Chief Administrative Officer, dated December 11, 2018 with regard to his retirement effective March 31, 2019 be received; and

That Council appreciates the dedication that he has provided to the municipality over the course of 40 years, wishing him the best in his retirement; and

That a Special Meeting of Council be scheduled for January 2, 2019 to review the job description specific to the Chief Administrative Officer position.

----Carried----

b. Appointment to the Nottawasaga Police Services Board

Resolution No: CR255-2018 Moved by: White Seconded by: Henderson

WHEREAS the Police Services Board of the Nottawasaga OPP has passed a resolution to establish the composition of the Board in accordance with Section 27 (5) of the Police Services Act, 1990, and

WHEREAS the Nottawasaga Police Services Board has requested that an elected official be selected to represent the Township of Essa commencing January 1, 2019 up to December 31, 2020;

NOW THEREFORE BE IT RESOLVED THAT Mayor Sandie Macdonald be appointed to the Nottawasaga Police Services Board for 2019-2020 term.

----Carried----

c. Appointment to the Nottawasaga Valley Conservation Authority Board of Directors

Resolution No: CR256-2018 Moved by: Smith Seconded by: Sander

*Be it resolved that the correspondence from the Nottawasaga Valley Conservation Authority (NVCA) dated November 1, 2018 be received; and
That Councillor Keith White be appointed to the NVCA Board of Directors for the 2019-2022 term.*

----Carried----

d. Renewal of Closed Meeting Investigator – Local Authority Services (LAS)

Resolution No: CR257-2018 Moved by: Sander Seconded by: Henderson

*WHEREAS Section 239.1 of the Municipal Act, 2001, enables any person to request an investigation of whether a municipality or local board has complied with either the statutory requirements for Closed Meetings, or a Procedure By-law; and
WHEREAS the County of Simcoe supports the appointment of one individual as a Closed Meeting Investigator, whose service contract with the County would include any local municipalities who concur with the recommendation and wish to participate in such service contract; and
WHEREAS at its meeting of October 19, 2016, Council of the Township of Essa passed Resolution CR207-2016 to appoint Local Authority Services (LAS) as the Closed Meeting Investigator for the municipality; and
WHEREAS the term of the contract for the appointment expires on December 31, 2018; and
WHEREAS Section 15 of the Agreement allows for renewal of a subsequent term, subject to acceptable performance as determined by the municipality; and
WHEREAS the County of Simcoe has approached municipalities seeking authorization to extend the contract for one additional year;
NOW THEREFORE BE IT RESOLVED THAT Council of the Corporation of the Township of Essa authorizes a one-year renewal on the contract.*

----Carried----

e. Appointment of Council to Committees

Resolution No: CR258-2018 Moved by: Smith Seconded by: White

Be it resolved that the following members of Council be appointed to the following Committees:

Council Liaison Appointments

Thornton Hydro – Councillor Henry Sander

Thornton Area Action Committee – Councillor Henry Sander

----Carried----

9. UNFINISHED BUSINESS

10. BY-LAWS

a. By-law 2018-98

Resolution No: CR259-2018 Moved by: Henderson Seconded by: White

Be it resolved that leave be granted to introduce By-law 2018-98, that being a By-law to provide for a Water Supply and Distribution Upgrades/Front-Ending Agreement with Brookfield Residential (Ontario) Limited for Part Lot 16, Concession 4, being Part 1 and 2, Plan 51R-41377, 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.

----Carried----

b. By-law 2018-99

Resolution No: CR260-2018 Moved by: Sander Seconded by: Smith

Be it resolved that leave be granted to introduce By-law 2018-99, that being a By-law to establish the Terms of Reference for the Angus Business Improvement Area Board of Management; 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 2018-100

Resolution No: CR261-2018 Moved by: White Seconded by: Smith

Be it resolved that leave be granted to introduce By-law 2018-100, that being a By-law to appoint a Municipal Law Enforcement Officer; and also a Tobacco Enforcement Officer, Noxious Weed Inspector and Zoning By-law Enforcement Officer; 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 2018-101

Resolution No: CR262-2018 Moved by: Henderson Seconded by: White

Be it resolved that leave be granted to introduce By-law 2018-101, that being a By-law to adopt an Amendment to the Official Plan (OPA No. 31); 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 2018-102

Resolution No: CR263-2018 Moved by: White Seconded by: Henderson

Be it resolved that leave be granted to introduce By-law 2018-102, that being a By-law to appoint the Township's Building Inspector and Chief Building Official as Parking Enforcement Officers, and to amend By-law 2005-96; and, that said By-law be read a first, and taken as read a second and third time and finally passed.

----Carried----

11. QUESTIONS

12. CLOSED SESSION

Resolution No: CR264-2018 Moved by: Henderson Seconded by: Sander

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; and, labour relations or employee negotiations.

Council rose from Closed Session at 10:25 p.m. and passed the following:

- a. **PERSONAL MATTERS ABOUT IDENTIFIABLE INDIVIDUALS**
Confidential Staff Report C045-18 submitted by the Clerk and the Manager of Public Works, re: Formal Complaint - Identifiable Individuals.

Resolution No: CR265-2018 Moved by: Henderson Seconded by: Sander

*Be it resolved that Staff Report C045-18 be received; and
That the Manager of Public Works and the Clerk proceed as directed by Council.*

----Carried----

- b. **PERSONAL MATTERS ABOUT IDENTIFIABLE INDIVIDUALS / LABOUR RELATIONS/EMPLOYEE NEGOTIATIONS**
Confidential Staff Report C037-18 submitted by the Clerk, re: Deputy Clerk Position – Identifiable Individual; Labour Relations/Employee Negotiations.

Resolution No: CR266-2018 Moved by: White Seconded by: Smith

*Be it resolved that Staff Report C037-18 be received; and
That the Clerk proceed as directed by Council.*

----Carried----

- c. **PERSONAL MATTERS ABOUT IDENTIFIABLE INDIVIDUALS**
Confidential Staff Report C039-18 submitted by the Clerk, re: Appointment of Committee Members.

Resolution No: CR267-2018 Moved by: Smith Seconded by: Sander

*Be it resolved that Staff Report C039-18 be received; and
That Council approve the appointment of the following members to the various Committees:*

Committee of Adjustment

1. Dan Tucker
2. Joan Truax
3. Kim Ogilvie
4. Scott Fisher
5. Don Davis

Healthy Community Committee

- 1. Angela Tang
- 2. Maria Benjamins
- 3. Anne Learn Sharpe
- 4. Lewis Sabo

Council Representative: Deputy Mayor, Mike Smith
Mayor, Sandie Macdonald

Library Board

Council Representative: Councillor Ward 2, Henry Sander (Thornton)
Councillor Ward 1, Keith White (Angus)

Parks and Recreation Committee

- 1. William Parkinson
- 2. Eric Villani
- 3. Jim Hunter
- 4. Brandy Rafeek

Council Representative: Councillor Ward 3, Ron Henderson

Accessibility Advisory Committee

- 1. Nancy Willoughby
- 2. Patty Foster
- 3. Madeline Danby
- 4. Stephanie McCann
- 5. Josh Robertson

Council Representative: Councillor Ward 2, Henry Sander

Council requested that staff commence recruitment for the following new Committee

Riverbank and Fishing Committee

Council Representative: Mayor, Sandie Macdonald

Fenceviewers

- 1. Rhoderick Price
- 2. Barry Kerr
- 3. Tony Commella

Livestock Evaluators:

- 1. Rhoderick Price
- 2. Scott Fisher

----Carried----

13. CONFIRMATION BY-LAW

By-law 2018-103

Resolution No: CR268-2018 Moved by: Henderson Seconded by: Smith

Be it resolved that leave be granted to introduce By-law 2018-103, that being a By-law to confirm the proceedings of the Council and Committee of the Whole meetings held on this 19th day of December, 2018; and that said By-law be read a first, and taken as read a second and third time and finally passed.

----Carried----

14. ADJOURNMENT

Resolution No: CR268-2018 Moved by: Henderson Seconded by: Smith

Be it resolved that this meeting of the Council of the Township of Essa adjourn at 10:31 p.m. to meet again on the 16th day of January, 2019 following Committee of the Whole.

----Carried----

Sandie Macdonald, Mayor

Lisa Lehr, Clerk

THE CORPORATION OF THE TOWNSHIP OF ESSA
SPECIAL MEETING MINUTES

WEDNESDAY, JANUARY 2, 2019

A Special Meeting of Council was held on Wednesday, January 2, 2019 in the Council Chambers of the Administration Centre. The purpose of the meeting was for consideration of the following:

- a matter pertaining to personal matters about an identifiable individual, including Municipal or local board employees; litigation or potential litigation, including matters before administrative tribunals affecting the municipality or local board; and, advice that is subject to solicitor-client privilege, including communications necessary for that purpose; and
- Review of the job description for the Chief Administrative Officer position.

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

Staff in attendance: G. Murphy, Chief Administrative Officer (5:42 p.m.)
D. Perreault, Manager of Public Works
L. Lehr, Clerk

1. OPENING OF MEETING BY THE MAYOR

Mayor Macdonald opened the meeting at 5:30 p.m.

2. DISCLOSURE OF PECUNIARY INTEREST

CONSIDERATION OF ITEMS REQUIRING DISCUSSION AND GENERAL NATURE THEROF:

3. CLOSED SESSION

Resolution No: SCW001-2019 Moved by: Smith Seconded by: Henderson

Be it resolved that Council proceed to a Closed Session in order to address matters pertaining to personal matters about an identifiable individual, including Municipal or local board employees; litigation or potential litigation, including matters before administrative tribunals, affecting the Municipality or local board; and, advice that is subject to solicitor/client privilege, including communications necessary for that purpose.

----Carried----

Council rose from Closed Session at 5:41 p.m. and passed the following:

- a. PERSONAL MATTERS ABOUT IDENTIFIABLE INDIVIDUALS
LITIGATION / POTENTIAL LITIGATION
ADVICE SUBJECT TO CLIENT/SOLICITOR PRIVILEGE
Re: Correspondence from Emond Harnden dated December 28, 2018 -
Formal Complaint P08-2018-002 submitted by the Manager of Public Works
and the Clerk.

Resolution No: SCW002-2019 Moved by: Smith Seconded by: Henderson

Be it resolved that the correspondence from Emond Harnden dated December 28, 2018 be received; and

That Council authorize the Township's labour lawyer to provide each party with a response.

----Carried----

The Chief Administrative Officer advised the public and members of Council that the Clerk had delegated, in writing, authority to the Chief Administrative Officer to perform the statutory duties of the Clerk for the remainder of this meeting, pursuant to Section 228 (4) of the *Municipal Act*.

4. STAFF REPORTS AND MEMORANDUMS

- a. Interoffice Memo submitted by the Chief Administrative Officer dated December 14, 2018, re: Chief Administrative Officer Position.**

Resolution No: SCW003-2019 Moved by: Smith Seconded by: Sander

*Be it resolved that the memorandum dated December 14, 2018 be received; and
That the job description for the Chief Administrative Officer position be amended as approved by Council; and*

That the Chief Administrative Officer be authorized to commence with recruitment.

----Carried----

5. CONFIRMATION BY-LAW

By-law 2019-01

Resolution No: SCW004-2019 Moved by: Sander Seconded by: Smith

Be it resolved that leave be granted to introduce By-law 2019-01, that being a By-law to confirm the proceedings of the Special Meeting of Council held on this 2nd day of January, 2019; and that said By-law be read a first, and taken as read a second and third time and finally passed.

----Carried----

6. ADJOURNMENT

Resolution No: SCW005-2019 Moved by: Smith Seconded by: Sander

Be it resolved that this meeting of the Council of the Township of Essa adjourn at 6:28 p.m. to meet again on the 16th day of January, 2019.

----Carried----

Sandie Macdonald, Mayor

Lisa Lehr, Clerk

January 4, 2019

Greg Murphy,
Chief Administrative Officer
And
Dan Perreault, C.E.T.,
Manager of Public Works

Gentlemen:

I hereby give notice of my retirement from the position of Executive Assistant to the C.A.O. and the Manager of Public Works effective February 28, 2019.

It has been a pleasure working for both of you and the opportunity to be a part of the Township's excellent staff since October, 2004. I will miss the daily interaction with staff and will no doubt return quite often to visit.

Thank you both for your support and guidance over the years. It has been very valuable to me and I've always appreciated it.

Sincerely,



Liz Linton

THE CORPORATION OF THE TOWNSHIP OF ESSA

BY-LAW 2019 – 02

A By-law to appoint an Alternate Member to the Council of the County of Simcoe during an absence by the Mayor or Deputy Mayor.

WHEREAS Bill 68, the Modernizing of Ontario's Municipal Legislation Act, 2017 received Royal Assent on May 30, 2017, and amended the *Municipal Act*, 2001, S.O. 2001, c. 25, herein referred to as the "Act"; and

WHEREAS section 268(1) of the Act provides that the Council of a local municipality may appoint one of its members as an Alternate Member to the upper-tier council, to act in place of a person who is a member of the councils of the local municipality and its upper-tier municipality, when the person is unable to attend a meeting of the upper-tier council for any reason; and

WHEREAS at its meeting of December 19, 2018, Council passed Resolution No. CW 236-2018 to appoint Councillor Ron Henderson as an alternate on the County Council

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

1. That Ron Henderson be and is hereby appointed as the Alternate Member to Simcoe County Council for the term of the Council that appointed them, or until such time as this Appointment By-law is rescinded, or November 30 in the year of a Regular Election, or until such time as the Alternate Member's seat is declared vacant in accordance with section 259 of the Act.
2. That the Alternate Member appointed herein shall not sit on behalf of the Mayor or Deputy Mayor at an Inaugural Meeting of County Council.
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 16th day of January, 2019.

Sandie Macdonald, Mayor

Lisa Lehr, Clerk

THE CORPORATION OF THE TOWNSHIP OF ESSA

BY-LAW NO. 2019 - 03

A By-law to provide for a Model Home Agreement for a Plan of Subdivision for Part of Lot 16, Concession 4 (Brookfield Residential (Ontario) Limited)

WHEREAS Brookfield Residential (Ontario) Limited is the owner of Part of Lot 16, Concession 4, and the developer has received draft plan approval from the Municipality; and

WHEREAS the Council of the Corporation of the Township of Essa is empowered to enter into agreements relating to the approval of plans of subdivision pursuant to Section 51(26) of the *Planning Act*, R.S.O. 1990; and

WHEREAS the Township and the developer desire to enter into an Agreement in order to permit model homes on the aforesaid property in accordance with a Model Home Agreement; and

WHEREAS Council deems it advisable to enter into such an Agreement;

NOW THEREFORE BE IT RESOLVED THAT 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 in 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 16th day of January, 2019.

Sandie Macdonald, Mayor

Lisa Lehr, Clerk

Pursuant to s. 51(26) of
The Planning Act, R.S.O. 1990, c.P.13

MODEL HOME AGREEMENT

made this day of , 2018.

B E T W E E N:

THE CORPORATION OF THE TOWNSHIP OF ESSA

Hereinafter called the "Township"

OF THE FIRST PART;

- and -

BROOKFIELD RESIDENTIAL (ONTARIO) LIMITED

Hereinafter called the "Developer"

OF THE SECOND PART

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

RECITALS

1. The Developer is the owner of the lands called throughout the "Lands" in the Township of Essa, in the County of Simcoe, described as follows:
 Part of Lot 16 Concession 4 Essa, being Parts 1 and 2 Plan 51R-41377; Township of Essa, County of Simcoe, being all of PIN 58990-0115 (LT) (the "Lands") as described in Schedule "A" attached.
2. The Developer proposes to subdivide the Lands and is proceeding with a Plan of Subdivision (called throughout the "Plan"), a reduced copy of which is attached as Schedule "B", engineering drawings and a Subdivision Agreement ("Subdivision Agreement").
3. The Developer warrants that it received draft plan approval from The Corporation of the Township of Essa ("Township") on March 17, 2010 for the approval of the Plans of Subdivision being Draft Plan number E-T-0602.
4. The Developer has requested permission to erect model homes ("Model Homes") on some of the lots in the Plan prior to the execution of the Subdivision Agreement, registration of the Plan and completion of servicing for the Plan through a Model Home Agreement ("Agreement").
5. The Township has agreed to allow the Developer to erect Model Homes on certain Lots or Blocks in the Plan.

6. The proposed Plan will require the connection of each proposed unit to the Township's sanitary sewage collection and treatment system ("Sanitary Sewage System") and to the Township's water supply and distribution system ("Water System").
7. The Developer wishes to construct and operate the Model Homes prior to the urbanization of Denney Drive, and prior to the installation of services and external services.
8. The Developer wishes to install a temporary parking area on Lot 244 on the Plan to provide a total of 12 parking spaces for the Model Homes, including one accessible parking space, with vehicular access for the parking spaces to be provided via a paved driveway off of Denney Drive.
9. The Parties have entered into this Agreement for the purpose of setting out the terms and conditions upon which the Model Homes may be erected.
10. The Developer acknowledges and agrees that notwithstanding that it received draft plan approval for the Plan, the Township is not guaranteeing that they will provide final approval for the Plan. Any work completed by the Developer is being completed at their sole risk and expense. The Developer further acknowledges that whether or not the Plan receives final approval, the Developer may be required to move and/or revise any of the work previously completed by it, notwithstanding any prior inspections by the Township or the Township's Engineer.
11. The Developer is working to obtain written approval from various agencies, including but not limited to the Ministry of the Environment and Climate Change, Conservation Authority, Ministry of Natural Resources, County of Simcoe, Department of Fisheries and Oceans, Ministry of Transportation (Ontario), Ministry of Tourism Culture and Sport, where they are required for the installation of services, to the satisfaction of the Township and the Township's Engineers. These approvals must be provided to the Township prior to final approval of the Plan by the Township.
12. The Developer is working to obtain written confirmation from utility companies including but not limited to, hydro, telephone, cable, and gas that satisfactory agreements have been reached for the provision of respective services.

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

1. **Recitals Deemed True**
 - 1.1. The Parties agree that the Recitals shall be deemed to be true and shall be incorporated as terms of the Agreement.
2. **Lands**
 - 2.1. The Lands proposed for the development are as set out in Schedule "A" attached.
3. **Developer Defined**
 - 3.1. The word Developer where used in the Agreement includes an individual, an association, a partnership or corporation and where the singular is used it shall be construed as including the plural.
4. **Model Home Conditions**
 - 4.1. The Township agrees to issue building permits for a maximum of three (3) single family detached Model Homes on the following terms and conditions:

- 4.1.1. Model Homes are to be constructed only on Lots 245, 246 and 247.
- 4.1.2. In addition to all other security provided by the Developer to the Township, the Developer shall provide with each building permit application for Model Homes, the amount of Two Hundred Fifty Dollars (\$250.00) a non-refundable administrative fee to cover the cost of the administrative work associated with creating a new file and then linking it to data within the Township's building department database.
- 4.1.3. The Developer shall provide with each building permit application for Model Homes, security in the amount of Twenty-Five Thousand Dollars (\$25,000.00) (in cash or by way of a Letter of Credit) to ensure that the obligations of the Developer are carried out as required by the terms of this Agreement. The Township agrees that such security shall not be released or returned to the Developer until a Subdivision Agreement has been entered into and executed by the Developer, and registered on the Lands.
- 4.1.4. The overall grading plan for the Plan has been approved by the Township and there has been preliminary acceptance of the grading and drainage system for the model home lots by the Township's Engineer.
- 4.1.5. Approval by the Township's Engineer of a certificate issued by the Developer's Engineer, that the buildings to be erected on the Model Home lots are in conformity with the overall grading plan, or have received the approval of the Township's Engineer with respect to any variance to the grading plan, and approval of individual lot grading and servicing plans for each Model Home lot.
- 4.1.6. Water, sewage, hydro, telephone and gas services will be connected to the Model Homes as soon as such services are available.
- 4.1.7. The Model Homes will be used as sales offices and will be "occupied" as such. Temporary means of water supply for fire fighting is to be made available to the satisfaction of the Township's Fire Chief. Since the Model Homes are not near charged hydrants, as is normal for Model Homes, additional fire protection may be required to the satisfaction of the Township's Fire Chief.
- 4.1.8. The Model Homes shall not be occupied until the Plan has been registered and all the Township's normal requirements for provisional occupancy have been complied with.
- 4.1.9. The Developer has filed all required plans and specifications required by the Township or any other relevant authorities, and paid all building permit fees, development charges, and other charges that may be applicable.
- 4.1.10. The Developer will retain the services of an Ontario Land Surveyor in order to locate the foundation for each Model Home, certify and that it will be located within the lots in accordance with the required zoning setbacks of the Township's applicable Zoning By-Law, and provide individual plot plans satisfactory to the Township, all at the time of the application for a building permit.
- 4.1.11. The Developer agrees to display the information set out in Schedule "D" attached in the Model Home Sales Office.
- 4.1.12. The Developer agrees that the civic address shall be posted and clearly visible for emergency response purposes.

5. Use of the Model Home

- 5.1. The Developer covenants and agrees that the use of the lands for the Model Homes to constructed as shown on Schedule "C" shall be restricted to the following uses:
 - 5.1.1. Model Home display;
 - 5.1.2. a sales office; and
 - 5.1.3. the parking of motor vehicles
- 5.2. The Developer shall be entitled to erect, decorate, and furnish the Model Homes for display, and members of the public shall be permitted to access for the purpose of inspecting, examining, and viewing same. The Township will allow the Model Homes to be "occupied" but at no time shall the Model Homes be lived in, used for habitation purposes, or made available for residential use. Any change of use will be subject to the Developer entering into a further Agreement with the Township.

6. Unique Servicing Requirements

- 6.1. The Developer agrees that parking for the Model Homes will be located only on Lot 244 on the Plan. Access to the Model Home located on Lot 245 on the Plan will be through the sales office and showroom, and a temporary landscaped walkway will connect the Model Home on Lot 246 on the Plan to the parking area on Lot 244 on the Plan.
- 6.2. The Developer agrees that the south limit of Lot 247 on the Plan is to be entirely fenced by a privacy fence approved by the Township, prior to construction of the Model Homes at the Developer's expense.
- 6.3. The Developer agrees that since construction and operation of the Model Homes will be allowed to proceed prior to the urbanization of Denney Drive and prior to the installation of all external services, the Model Homes will function as dry models only with no fresh or waste water servicing within the Model Homes. The Developer further agrees that a portable unit will be located at the rear of Lot 245 on the Plan, which will be fully heated and serviced with its own fresh and waste water tanks all within an enclosed unit.
- 6.4. The Developer shall be responsible for the operation and maintenance of the fresh (non-potable) water, and sanitary holding tanks until such time as municipal services are connected to a Model Home. A contract for a sewage and water hauler to be on stand-by, is to be put in place by the Developer prior to the Model Homes/sales centre being opened.
- 6.5. The Developer shall ensure that the temporary water and sanitary holding tanks are removed by the Developer within 30 days following connection of the Model Homes to municipal water.
- 6.6. The Developer agrees that it will proceed with an above-grade freeze-proof tank to supply impounded water for fire protection as per the requirements of the Fire Chief of the Township of Essa Fire Department, and the tank will be located on Lot 245 on the Plan.

7. Building Permits

- 7.1. The Township and Developer agree that the issuance of building permits and construction of the Model Homes is entirely at the risk of the Developer and without liability or responsibility of any kind to the Township.

8. Occupancy Violation

- 8.1. If for any reason, occupancy of any Model Home occurs before an occupancy report is issued, damages, which are difficult to estimate might be suffered by the Township and therefore, the parties agree to pre-estimated liquidated damages in the amount of two hundred fifty dollars (\$250.00) per dwelling unit, per day, to be paid by the Developer to cover the additional costs of administration, inspection, fire protection, etc.
- 8.2. The liquidated damages shall commence with and include the day of occupancy and end when the Plan is registered. If the Developer fails to pay to the Township monies owing under this paragraph within thirty (30) days of the date of a bill being issued, the money owing may be deducted from the cash deposit or Letter of Credit.

9. Access and Fire Route

- 9.1. Access to the Lands will be temporary and in accordance with the Plan as shown on Schedule "C" and subject to obtaining an Access Permit from the Township. At all times, the Developer shall maintain a minimum six (6) metre wide fire route access to be constructed of suitable granular material and to be kept dust-free and clear of all obstructions. The Developer shall maintain the access route at all times including during the winter at its risk and expense. The Developer will provide any signage required by the Township including its Fire Department. Once the Model Homes are open to the public, the drive way for the Model Homes shall not be used by any other construction traffic. On registration of the Plan, or termination of the Agreement, the Developer will remove the access including the parking area and restore the Lands to an appropriate condition as determined by the Township in its sole discretion acting reasonably.

10. Zoning Conformity

- 10.1. The Developer acknowledges that it is the obligation of the Developer to ensure that the Model Homes will conform with all of the zoning requirements of the Township upon registration of the Plan. In the event that any variance or By-Law Amendment is required, it will be entirely at the risk and cost of the Developer, and in the event that required approvals are not obtained, the Developer shall remove the Model Homes if compliance cannot otherwise be achieved.

11. Development Charge Payment

- 11.1. The Developer acknowledges that the Model Homes are subject to payment of Development Charges in accordance with the Township's Development Charge By-Law. As these lots will be included in a Subdivision Agreement in which the development charge rates and any credits for the Plan will be calculated, the funds for the hard and soft services will be collected at the time building permits for the Model Homes are applied for. Should the Plan not be registered within the required time frame as set out in the Agreement, and provisions have been agreed to, which allow for the Model Homes to remain, the Developer shall pay the then current rate for any outstanding Development Charges.

12. Roads

- 12.1. The Developer acknowledges and agrees that no work shall be carried out on any unopened original road allowances, unassumed roads dedicated on Plans of Subdivision or any assumed Township roads, nor shall any services be connected on any of the above types of roads without the written approval of the Township

13. Access Roads

- 13.1. The Developer covenants and agrees that construction access shall be limited to such roads as the Township's Engineer may determine from time to time. All access roads must be maintained by the Developer in good repair at all times and the Developer agrees to meet the requirements of the Township's Public Works Department where public roadways are involved.

14. Privacy Fencing

- 14.1. The Developer agrees to construct at its own expense a 1.8 metre (6 foot) high wooden privacy fence where the Model Homes abuts all existing homes.

15. Soil Conditions

- 15.1. The Developer acknowledges and agrees that the Township approvals do not verify or confirm the adequacy of soil conditions, including soil contamination, for the construction of Model Homes, and the Owner agrees to indemnify and save harmless the Township from all actions or claims relating to soil conditions, and/or soil contamination on the Lands.

16. Dust Control

- 16.1. The Developer agrees to provide a Dust Control Plan to the satisfaction of the Township, which must be approved by the Township's Engineers, prior to execution of the Agreement by the Township.
- 16.2. The Developer agrees to carry out the Dust Control Plan setting out any temporary or permanent work that may be necessary to control ponding, dust, erosion, siltation or slippage conditions in accordance with the requirements of the Township.
- 16.3. The Developer agrees to be responsible for, and to take all the necessary steps to prevent dust affecting traffic or local residents, to the satisfaction of the Township and the Township's Engineer.
- 16.4. The Developer agrees to be responsible for the costs of cleaning up dust deposited on adjacent buildings, structures, and lands, as a result of dust being generated from the construction of the Model Homes. The clean-up must be completed in a time frame satisfactory to the Township.
- 16.5. The Developer agrees to hours of construction and construction practices that will minimize the potential impacts from dust, noise and vibration on existing residents in the area. The Developer further agrees to abide by the Township's Noise Control By-Law.
- 16.6. The Developer agrees to the identification of all potential dust sources; a description of the dust control method(s) to be used for each source; a schedule, rate of application, calculations or some other means of identifying how often, how much or when the control method shall be used; provisions for monitoring and record-keeping; a contingency plan in the event that the first control plan does not work; and the name and contact information of the representative responsible for ensuring the plan is implemented and monitored and who can be contacted in the event of a complaint. The scope of the Dust Control Plan is to include measures to address the mud being tracked offsite onto the local roadways.
- 16.7. If the Developer has not taken remedial action within forty-eight (48) hours of receiving a written notification via email from the Township's Engineer regarding a dust control problem, the Township's Engineer in their sole discretion may employ outside forces to implement suitable measures of dust control, at the Developer's expense.

- 16.8. The Developer acknowledges and agrees that if the Township is obligated to take any action pursuant to this Section, the cost of all work including engineering fees, legal fees, administrative fees, consultants' fees or contractors' costs, shall be borne by the Developer.
- 16.9. The Developer acknowledges and agrees that any Letter of Credit deposited with the Township may be used for Dust Control, and may be drawn upon by the Township in the event that the Township has requested that the dust be removed from the adjacent buildings, structures, and/or lands and it has not been removed within forty-eight (48) hours of said request, and the Township may deduct any shortfall from any other Securities held by the Township for this development.
- 16.10. The Township in its sole and absolute discretion may elect to bill the Developer for any such costs prior to deducting the cost from any Securities held by the Township, and in the event that the bill is not paid to the Township within thirty (30) days, the Township may deduct any outstanding amount from any Letter of Credit held by the Township or from any other Securities held by the Township for this development. The Developer acknowledges and agrees that it is in the Township's sole and absolute discretion as to whether to bill the Developer or deduct the amount from the Letter of Credit or any other Securities held by the Township for this development.
- 17. Construction Refuse**
- 17.1. The Developer acknowledges and agrees that all construction refuse and debris from the Model Homes must be disposed of in an orderly and sanitary fashion in an existing County of Simcoe landfill site.
- 17.2. The Developer acknowledges that the Township is not responsible for the removal or disposal of refuse and debris.
- 17.3. The Developer acknowledges and agrees that no refuse or debris is to be deposited on areas of the Plan not under construction.
- 17.4. The Developer acknowledges and agrees that if the Township is obligated to take any action pursuant to this Section, the cost of all work including engineering fees, legal fees, administrative fees, consultants' fees or contractors' costs, shall be borne by the Developer.
- 17.5. The Developer acknowledges and agrees that any Letter of Credit deposited with the Township may be used for the cost of the removal or disposal of refuse and debris, and may be drawn upon by the Township in the event that the Township has requested the removal or disposal of refuse and debris, and it has not been removed within forty-eight (48) hours of said request, and the Township may deduct any shortfall from any other Securities held by the Township for this development.
- 17.6. The Township in its sole and absolute discretion may elect to bill the Developer for any such costs prior to deducting the cost from any Securities held by the Township, and in the event that the bill is not paid to the Township within thirty (30) days, the Township may deduct any outstanding amount from the Letter of Credit held by the Township or from any other Securities held by the Township for this development. The Developer acknowledges and agrees that it is in the Township's sole and absolute discretion as to whether to bill the Developer or deduct the amount from the Letter of Credit or any other Securities held by the Township for this development.
- 18. Insurance**
- 18.1. The Developer agrees to provide to the Township, prior to commencement of construction of the Model Homes, a complete copy of a Commercial General Liability Insurance Policy ("CGL") in an amount of no less than Five Million Dollars (\$5,000,000)

per occurrence, subject to the Township's right to set higher limits if it considers it necessary, naming the Township and the Township's Agents, including but not limited to, the Township's Engineer, as additional insured for insurance against all damages or claims for damages. The insurance policy must contain provisions to the satisfaction of and as specified by the Township's insurer, the Township and/or its Solicitor and the form and content and type of Commercial General Liability Insurance Policy is subject to the approval of the aforementioned parties. In the event that any amendments are required by the Township to the insurance policy, the Developer must proceed to obtain an amended policy of insurance and provide a complete copy of the new Commercial General Liability Insurance Policy within thirty (30) days of a written request by the Township to do so. The Developer shall keep the aforesaid insurance policy in effect until such time as the Works are finally accepted and assumed by the Township and the Maintenance Period has expired.

18.1.1. The Developer confirms that the policy will include the following provisions in addition to all standard provisions:

- 18.1.1.1.** Commercial General Liability Insurance of not less than Five Million Dollars (\$5,000,000) per occurrence;
- 18.1.1.2.** non-owned automobile liability;
- 18.1.1.3.** cross liability and severability of interest;
- 18.1.1.4.** forty-five (45) days cancellation or material change notice to all additional insured;
- 18.1.1.5.** additional insured, as required; and
- 18.1.1.6.** blasting.

18.2. The Developer acknowledges and agrees that if there are multiple named Developers in the Agreement, the Township requires one insurance policy covering the entire development including all of the Developers within the one insurance policy.

18.3. If the Township receives notice from the insurer that it has cancelled or refused to renew the insurance, or that it intends to do so, or if the Township otherwise determines that the insurance has lapsed or is about to lapse without renewal or replacement, the Township may, on written notice to the Developer and at the sole expense of the Developer, obtain insurance in accordance with this Section. In such circumstances, the Township shall be entitled to obtain new insurance or add the necessary insurance coverage to the Township's blanket insurance. The Developer shall forthwith, upon receipt of written notice from the Township, reimburse the Township for the cost of such insurance payable as noted above. In addition, the Township shall, at its sole discretion and option be entitled to draw upon any security posted under the Agreement to cover the costs of this insurance.

18.4. The Developer acknowledges and agrees that neither the issuance of the policy of insurance nor the acceptance of the policy of insurance by the Township shall be construed as relieving the Developer from responsibility for other or larger claims, if any, for which it may be held responsible.

- 18.5. The Developer acknowledges that its insurer shall not be entitled to deny insurance coverage to the Township and the Township's Agents, including but not limited to the Township's Engineer, because of equities which may accrue to the primary insurer being the Developer. This would include but not be limited to failure by the Developer to pay its insurance premiums on a timely basis and keep the insurance in good standing, incomplete disclosure by the Developer of all pertinent facts to the insurer or provision of incomplete or improper information to the Developer's insurer.
- 18.6. The Developer agrees that in the event the insurance policy is inadequate to cover a claim for which the Township might otherwise be responsible, or the Developer's insurer fails to cover a claim for which the Township might otherwise be responsible, the Township in its sole discretion may utilize any Securities provided by the Developer pursuant to the Agreement to satisfy the said claim or claims.

19. Termination

- 19.1. In the event that the Plan is not registered within three (3) years of the execution of this Agreement, the model home provisions herein shall expire, and the said homes may no longer be used for any purpose except as may be permitted in the zoning provisions in effect at the time. Further, the Developer shall forthwith after the expiry as contemplated herein, take any and all necessary steps to comply with the currently effective regulations and by-laws of the Township, failing which the Township, after providing thirty (30) days' notice, may draw upon any securities in its possession up to an amount required to correct any contravention, including demolition and removal. The Developer agrees that the amount of the security shall not constitute the maximum liability of the Developer in this regard. Any amount for which there is insufficient security to cover shall automatically form a first charge on the Lands.

20. Failure to Complete Work

- 20.1. The Developer agrees that should they fail to complete any of the Work contemplated or required by the Agreement, or should they not complete any of the Work to the satisfaction of the Township or the Township's Engineers, the Township is under no obligation whatsoever to complete all or any portion of the Work but the Township has the right to complete the Work if it so chooses. The Developer agrees that the Township in its sole discretion shall have the right to enter onto the Lands to take whatever remedial action it deems necessary to safeguard the health and welfare of the residents of the Township, including but not limited to filling in holes, blocking off access, posting signs and levelling terrain, all at the Developer's expense. The Developer further agrees to indemnify the Township, its agents or servants, from any and all claims which may arise as a result of any actions taken by the Township pursuant to this Section. The Developer acknowledges that any Letters of Credit or other Securities held by the Township may be used for any purposes required by this Section.

21. Mortgages

- 21.1. All Mortgagees consent to and agree to:
- 21.1.1. be bound by the terms of this Agreement;
 - 21.1.2. to postpone their interest in the Lands as if the Agreement were registered in priority to their mortgage including any subsequent amendments, extensions and assignments of their mortgage, and all Mortgagees consent to executing a postponement of their mortgage to the Agreement including any amendments to this Agreement, which postponement may be registered on title at the sole discretion of the Township;
 - 21.1.3. that 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 the 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 the Agreement if required to do so by the Township;

- 21.1.4. that the Township shall be entitled to recover any amounts owed to it pursuant to the 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;
- 21.1.5. all Mortgagees agree that 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 the Agreement in the same manner as if the Mortgagee had executed the Agreement in the capacity of the Developer; and
- 21.1.6. that in the event of a sale or conveyance of all or part of the Mortgagee's interest in the Lands, the Mortgagee shall require as a condition precedent to the closing of any such sale or conveyance, that the new owner (the purchaser) will have covenanted with the Township in writing to perform and undertake all of the terms of the Agreement in the same manner as if the purchaser had executed the Agreement in the capacity of the Developer.

22. Notice

- 22.1. Where this Agreement requires notice to be delivered by one party to the other, such notice shall be in writing and delivered either personally or by facsimile transmission, by one party to the other party 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 facsimile transmission, on date of delivery with electronic confirmation of receipt obtained:

TOWNSHIP:

THE CORPORATION OF THE TOWNSHIP OF ESSA
5786 County Road 21
Utopia, Ontario
L0M 1T0

Attention: Greg Murphy, C.A.O.
Fax: (705)424-2367
Email: gmurphy@essatownship.on.ca

DEVELOPER:

BROOKFIELD RESIDENTIAL (ONTARIO) LIMITED
7303 Warden Ave., Suite 100
Markham, ON
L3R 5Y6

Attention: David Murphy, ASO
Fax: 905-948-5198
Email: David.Murphy@brookfieldrp.com

It is agreed that such addresses and facsimile numbers may be changed by written notice to the Parties.

23. Applicable Laws

- 23.1. The Developer shall comply with all statutes, laws, by-laws, regulations, ordinances, orders and requirements of governmental or other public authorities having the jurisdiction at any time, applicable and in force. Without limiting the generality of the foregoing, the Developer agrees to comply with, and cause to be complied with, the provisions of the Ontario Building Code, 1992, S.O. 1992, c.23, *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1, (the "*Occupational Health and Safety Act*"), the *Environmental Protection Act*, R.S.O. 1990, c. E.19, (the "*Environmental Protection Act*") and the *Ontario Water Resources Act*, R.S.O. 1990, c. O.40, (the "*Ontario Water Resources Act*"), and any regulations, policies, and guidelines relating thereto, including all obligations of the contractor and employer under the *Occupational Health and Safety Act* and regulations as applicable, and any obligation to obtain any approval or permit required under the *Environmental Protection Act* or the *Ontario Water Resources Act* or any regulations, policies and guidelines relating thereto. The Developer further agrees to handle and dispose of all materials in accordance with the foregoing legislation.
- 23.2. The Developer 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.
- 23.3. The Developer 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 Developer and if any action is taken, the Township shall be entitled to draw upon any Securities filed by the Developer under the Agreement to pay the cost of the action taken.

24. Other Applicable Laws

- 24.1. Nothing in the Agreement shall relieve the Developer from compliance with all applicable municipal by-laws and/or regulations or laws and/or regulations established by any other governmental body which may have jurisdiction over the Lands.

25. Township's Legal, Planning, Administrative (including Public Works), Consulting, Contracting, Engineering Costs & Cash Deposit

- 25.1. The Developer agrees to pay to the Township all costs incurred by the Township relating to the approval, registration, and completion of the development of the Plan including but not limited to, the following: legal, planning, administrative (including public works), peer review consultants, other consultants, external contractors, and engineering, plus all applicable taxes, which costs are incurred by the Township and/or invoiced to the Township for matters completed prior to or subsequent to the date of execution of the Agreement. This shall include costs to provide legal representation and engineering advice, including negotiations involving the Township, and for the administration of the Plan, or as required by the Township to enforce or complete any provision of the Agreement, including the need for the Township to safeguard the interests of the residents of the Township, or to ensure that the interests of the Township are protected fully in all other respects, or in relation to any issues that arises in any other way as a result of the Developer entering into the Agreement.
- 25.2. The Developer agrees to pay to the Township prior to the Township executing the Agreement, all amounts that have been or will be invoiced by the Township to the Developer for work completed by the Township, its Solicitors, Engineers or other consultants up to the date that the Township executes the Agreement.
- 25.3. The Developer agrees to deposit with the Township cash in the amount of Ten Thousand Dollars (\$10,000.00) as security for payment of accounts.

- 25.4. The Developer understands and agrees that accounts will be submitted to the Developer through the Township for payment within thirty (30) days of submission and, if not paid within thirty (30) days, the amount will be deducted and paid from the cash on deposit with the Township.
- 25.5. The Developer understands and agrees that should it be necessary for the Township to deduct any money from the cash deposit, the Developer shall, within thirty (30) days, provide the Township with the amount of cash necessary to bring the total deposit back to the original Ten Thousand Dollars (\$10,000.00) requirement. The Township shall charge the Developer interest at the rate of one and one quarter percent (1.25%) per month on any amount over Ten Thousand Dollars (\$10,000.00) that the Township is required to pay out until such time as the Township is paid this amount by the Developer. In the alternative, the Township is at liberty to draw on any Letter of Credit deposited with the Township, in the event that there is insufficient cash on deposit with the Township.
- 25.6. The Developer agrees that all legal costs incurred by the Township pursuant to the Agreement are to be paid by the Developer on a one hundred percent (100%) cost recovery basis by the Township, without any deduction or set off whatsoever.

26. Securities

- 26.1. Before signing the Agreement, the Developer will deposit with the Treasurer of the Township cash, or an irrevocable Letter of Credit from a Tier 1 Canadian chartered bank, issued in accordance with the requirements of the Township's solicitor in the form attached as Schedule "E" for the amount set out in Section 4.1.3. .
- 26.2. The Developer acknowledges and agrees that the decision whether or not to draw upon the Securities to pay any obligation of the Developer arising from the Agreement, be it financial or otherwise, shall be made by the Township in the Township's sole and unfettered discretion, and further, the Township has no obligation and has the final say on whether or not to make any or all such payments.
- 26.3. Any Letter of Credit shall have a minimum guarantee period of one (1) year or such longer time as the Township decides and shall be renewed automatically thereafter by the bank of issuance until released by the Township or until notification is delivered by the issuer to the Township of an intention to release the Letter of Credit at least thirty (30) days prior to the intended release by the issuer.
- 26.4. The Developer acknowledges and agrees that the Securities are being deposited with the Township to cover the faithful performance of all of the Developer's obligations under the Agreement, and as such are interchangeable and may be applied to any part of the Works in any amount required by the Township to complete them. The Developer further agrees that any Securities deposited with the Township may also be used for any other requirements of the Township included in the Agreement in the Township's sole and unfettered discretion. The Developer further agrees that the Securities may be drawn upon by the Township at any time and from time to time upon written demand.
- 26.5. In the event of an increase to any costs of the Township, it may request, and the Developer shall, provide additional security(ies) as required by the Township within thirty (30) days of notice, failing which the Developer shall be considered in default of this Agreement.
- 26.6. The Developer agrees that if the Township draws on this Letter of Credit to pay any outstanding accounts then the Developer is considered to be in default of the Agreement. In this case, the Township, in its sole discretion, may issue a stop work order and no work may proceed until such time as the Letter of Credit is topped up to its original sum.

27. Reduction in Security

27.1. The Developer acknowledges and agrees that no reduction in any Letter of Credit deposited by the Developer with the Township in accordance with the terms of the Agreement shall be permitted until such time as the Developer has entered into a Subdivision Agreement with the Township for the Lands. Thereafter, any reductions in the security posted by the Developer shall be completed in accordance with the terms of the said Subdivision Agreement.

28. Developer's Liabilities & Indemnity

28.1. The Developer agrees to indemnify and save harmless the Township, its agents or servants, from and against all suits and claims, causes of action and demands whatsoever arising out of or connected with the carrying out of the Developer's obligations in the Agreement or from the Developer having entered into the Agreement, and including claims pursuant to the *Construction Lien Act*. This indemnity does not extend to the negligence of the Township, its officers, employees, agents or contractors. The Township has the right to withhold and/or use any portion of any Securities provided pursuant to the Agreement to indemnify the Township for any legal fees, engineering fees or administrative fees the Township incurs to defend its interest against any such suit or claim or demand as set out in this paragraph.

28.2. The Developer shall save the Township, its agents and employees, harmless from any and all claims, demands, losses, costs, damages, actions, suits or proceedings arising out of or attributable to any act or omission connected with the Works for this Plan including inspection of the Works. It is specifically understood and agreed that inspections of any aspect of construction, review by the Township's Engineer, Township Public Works Staff or any other works or actions undertaken by the Township, its agents or servants (which are hereinafter specifically agreed to be acting as agents of the Developer with respect to such work), shall impose no liability upon the Township to the Developer and the Developer specifically agrees that no such claim will be made.

29. Performance of Covenants

29.1. Any action taken by the Township or on its behalf pursuant to the Agreement shall be in addition to and without prejudice to any security or other guarantee given on behalf of the Developer for the performance of its covenants and agreements herein and upon default on the part of the Developer hereunder, the Township shall, in addition to any other remedy available to it, be at liberty to utilize the provisions of Section 349(1) and 446 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended (the "*Municipal Act*").

30. Agreement Not to be Called into Question

30.1. The Developer agrees that it 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 s.51 of the *Planning Act*, R.S.O. 1990, c. P.13, interpreted to the contrary. The Developer and the Township agree that 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 Developer further agrees that it shall not take the benefit of this Agreement and allege entitlement to any greater rights than as 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.

31. Municipal Act - Section 349(1) and 446

31.1. The Developer acknowledges and agrees that any action taken by the Township, or on its behalf, pursuant to the Agreement, shall be in addition to and without prejudice to any Security or other guarantee given on behalf of the Developer, for the performance of its covenants and agreements, and upon default on the part of the Developer, the Township shall in addition to all other remedies available to it, be at liberty to utilize the provisions of Section 349(1) and 446 of the *Municipal Act*, plus all remedies available to it pursuant to any Township By-law passed under the *Municipal Act* or the *Planning Act*, R.S.O. 1990, c. P. 13, (the "*Planning Act*"), if the Township has exhausted all Letters of Credit and cash deposits, and the Developer has not replaced these Securities as required by the Township.

32. Further Assurances

32.1. The Developer agrees to execute such further and other agreements as may be requested by the Township from time to time to give effect to the full intent and meaning of this Agreement.

33. No Fettering of Discretion

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

34. Severability and Enforceability

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

35. Waiver

35.1. The failure of the Township at any time to require performance by the Developer of any obligation under the Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall the waiver by the Township of the performance of any obligation hereunder be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any later time. The Township shall specifically retain its rights at law to enforce the Agreement.

36. Developer's Expense

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

37. Effective Date

37.1. The Agreement shall be effective from the date it is executed by the Township, the Developer and any Mortgagees.

38. Interpretation of Agreement

38.1. The part number and headings, subheadings and section, subsection, clause and paragraph numbers are inserted for convenience of reference only and shall not affect the construction or interpretation of the Agreement.

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

38.3. Reference herein to any statute or any provision thereof shall include such statute or provisions thereof as amended, revised, re-enacted and/or consolidated from time to time and any successor statute thereto.

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

38.5. Whenever a statement or provision in the Agreement is followed by words denoting inclusion or example and then there is 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.

38.6. The use of words in the singular or plural, or with a particular gender, shall not limit the scope or exclude the application of any provision of the Agreement to such Party or circumstances as the context otherwise permits.

39. Entire Agreement

39.1. The Agreement constitutes the entire Agreement between the parties pertaining to the subject matter hereof.

40. Extension of Time

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

41. No Modification

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

42. Registration

42.1. The Developer consents to the registration of this Agreement on the Lands by the Township at the sole discretion of the Township.

43. Change In Ownership

43.1. In the event of any transfer of any beneficial ownership of interest in the property or in the event of any change in the ownership of the principals of the Developer, then, at the sole discretion of the Township, this Agreement may be terminated upon written notice by the Township.

44. Governing Law

44.1. 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.

45. Enurement

45.1. This Agreement shall be binding on the Parties hereto and shall enure to the benefit of their successors and assigns.

46. Schedules

46.1. The Schedules attached hereto form part of the Agreement and are comprised of:

- Schedule "A" Description of Lands being Developed;
- Schedule "B" Reduced Copy of M-Plan;
- Schedule "C" Location Sketch of Model Homes;
- Schedule "D" Information to be Displayed in a Sales Office of a Model Home; and
- Schedule "E" Form of Letter of Credit.

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.

BROOKFIELD RESIDENTIAL (ONTARIO) LIMITED

Per: _____
Name:
Title:

Per: _____
Name:
Title:
I/We have authority to bind the corporation.

10b

SCHEDULE "A"

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

DESCRIPTION OF LANDS BEING DEVELOPED

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

SCHEDULE "B"

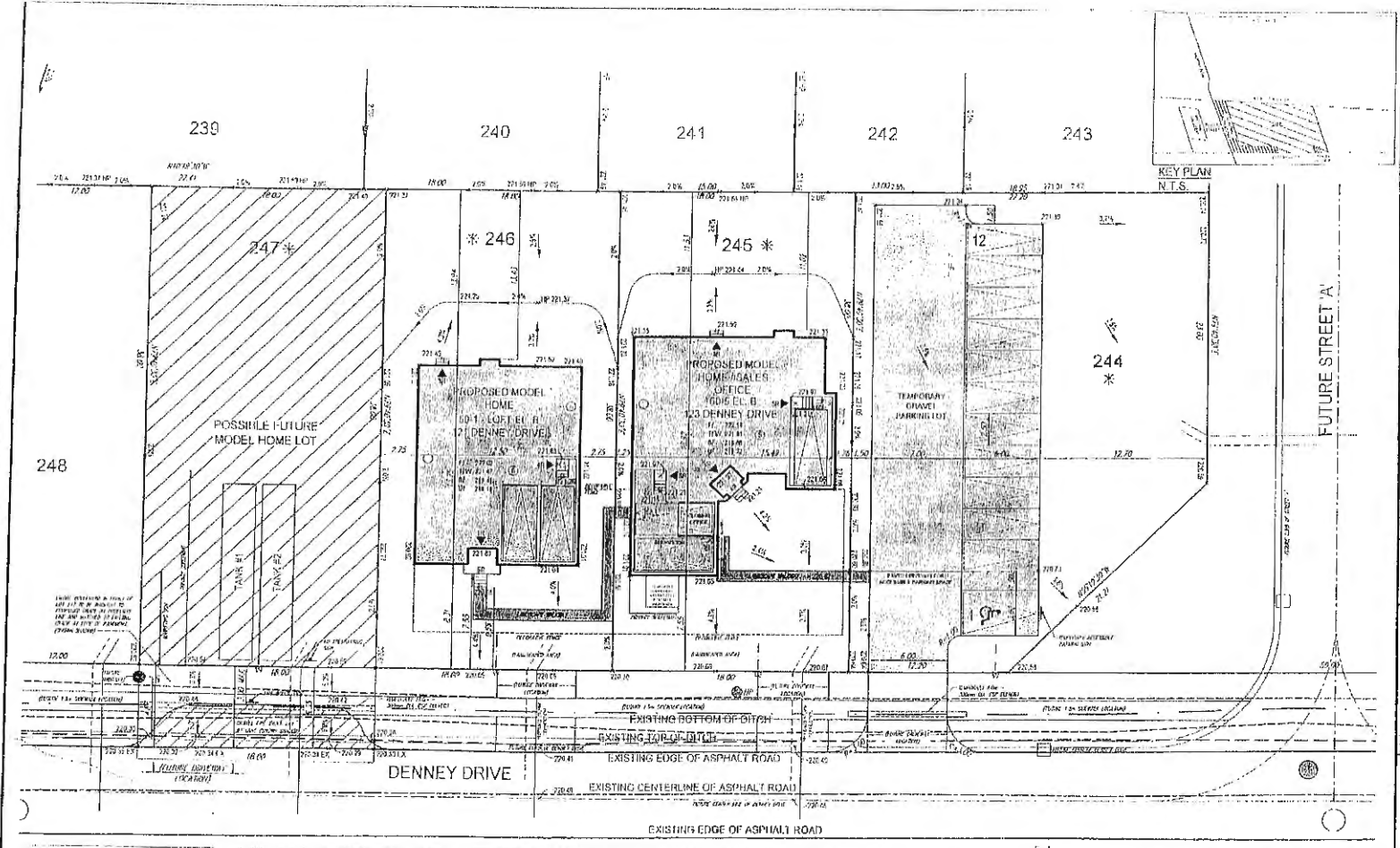
Note: It is understood and agreed that this Schedule forms part of The Corporation of the Township of Essa Model Home Agreement

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

SCHEDULE "C"

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

Location Sketch of Model Homes



LEGEND	
	BOUNDARY LINES
	EASEMENTS
	UTILITY LINES
	SETBACKS
	PROPERTY LINES
	LOT NUMBERS
	PROPOSED MODEL HOME LOCATIONS
	PROPOSED OFFICE LOCATIONS
	TEMPORARY EXHIBIT LOCATIONS
	FUTURE STREET 'A'

ONE RISER DESIGNS GENERAL NOTES

- The lot lines shown on this plan are based on the latest available tax assessment data.
- The owner of the subject property is responsible for the accuracy of the information provided on this plan.
- The owner of the subject property is responsible for the accuracy of the information provided on this plan.
- The owner of the subject property is responsible for the accuracy of the information provided on this plan.
- The owner of the subject property is responsible for the accuracy of the information provided on this plan.
- The owner of the subject property is responsible for the accuracy of the information provided on this plan.

LOT 245 / 246
 REVIEW USE
 1. GRAPHIC AS PER CITY AND TOWNSHIP STANDARDS
 2. GRAPHIC AS PER CITY AND TOWNSHIP STANDARDS
 3. GRAPHIC AS PER CITY AND TOWNSHIP STANDARDS
 DATE: DEC 11 2018
 DRAWN BY: L. W.



L. W. Baker
 Dec. 11, 2018

NOTE: SHUPP PUMP OUTLET FOR LOTS 245 AND 246 IS TEMPORARILY BEING TO EXISTING DRAINAGE DRENCH DRAIN CONNECTION TO FUTURE DRAINAGE LATER IS UNKN.

	SITING STATS			
	247	240	245	244
LOT AREA	604 sq.m.	604 sq.m.	604 sq.m.	921.59 sq.m.
BUILDING AREA		197.33 sq.m.	227.61 sq.m.	
FOLI COVERAGE	28.95%	32.79%	32.79%	
TREE HEIGHT (MEAN)	5.54 m	6.23 m	6.23 m	

DATE	REVISION	BY

ONE RISER DESIGNS
 21 Mountain Road, Box 100
 Essa, Ontario, Canada
 Phone: 519-301-1111 Fax: 519-301-1113
 www.oneriseroptions.com

Brookfield Residential

MODEL HOME GRADING SITE PLAN
 BAXTER TOWNSHIP OF ESSA
 SP.1

SCHEDULE "D"

NOTE: It is understood and agreed that this Schedule forms part of
The Corporation of the Township of Essa Model Home Agreement

Information to be Displayed in a Sales Office of a Model Home

The Developer shall cause the following information to be displayed in the sales office, with all information to be approved by the Township, prior to the Developer offering any units for sale, to be monitored periodically by the Township.

- the Official Plan *and/or Secondary Plan* and Zoning for the broader area, showing surrounding land uses, arterials/highways, railways and hydro lines etc.
- the location of street utilities, community mailboxes, entrance features, fencing and noise-attenuation features, together with the sidewalk plan approved in conjunction with draft plan approval.
- the location of parks, open space, stormwater management facilities and trails.
- the location of institutional uses, including schools, places of worship, community facilities.
- the location and type of commercial sites.
- colour-coded residential for singles and semis.
- the following notes in BOLD CAPITAL TYPE on the map:

**"FOR FURTHER INFORMATION, ON PROPOSED AND EXISTING LAND USES,
PLEASE CALL OR VISIT THE TOWNSHIP OF ESSA PLANNING DEPARTMENT AT
5786 SIMCOE COUNTY ROAD 21, UTOPIA, ONTARIO, L0M 1T0 (705) 424-9770"**

**"THIS MAP IS BASED ON INFORMATION AVAILABLE AS OF (date of map), AND
MAY BE REVISED OR UPDATED WITHOUT NOTIFICATION TO PURCHASERS."**

[In such circumstances, the Developer is responsible for updating the map and forwarding it to the Township for verification]

10b

SCHEDULE "E"

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

FORM OF LETTER OF CREDIT

BANK OF _____

DATE OF ISSUE: _____, 2012

APPLICANT:

Name of Customer _____

Address of Customer _____

Address of Customer _____

(hereinafter called the "Applicant")

BENEFICIARY:

The Corporation of the Township of Essa

5786 Simcoe County Road 21,

UTOPIA ESSA TOWNSHIP ON L0M 1T0

(hereinafter called the "Beneficiary")

AMOUNT: _____ and Canadian Dollars (Cdn. \$_____.00)

Irrevocable and Unconditional Standby Letter of Credit Number: _____ (The "Credit")

Except as otherwise expressly stated, this Letter of Credit is issued subject to "Uniform Customs and Practices for Documentary Credits, 2007 Revision, being International Chamber of Commerce Publication No. UPC 600L".

We hereby authorize you to draw on the Bank of _____, _____, Ontario, (postal code), for the account of our customer, _____, _____, Ontario, (postal code), up to an aggregate amount of _____ and Canadian Dollars (Cdn. \$_____.00) to be honoured upon demand.

Pursuant to the request of our said customer, _____, We, the Bank of _____, hereby establish and give to you an Irrevocable Letter of Credit in your favour, in the above total amount, which may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you which demand we shall honour without enquiring whether you have the right as between yourself and our said customer to make such demand and without recognizing any claim of our said customer, or objection by them, to payment by us.

Demand shall be by way of a letter signed by an authorized signing officer of The Corporation of the Township of Essa. Partial drawings shall be permitted. Demand drawn under this Letter of Credit is to state on its face that it is drawn under this Letter of Credit stating its number and date. The original Letter of Credit must be presented with the demand to us at the Bank of _____, _____, Ontario, (postal code), at or before 4:00 p.m. (EST), for our endorsement of any payment thereon. For partial drawings, a copy of the Letter of Credit may be presented with the demand; for the final drawing, the original of the Letter of Credit may be presented with the demand.

The Letter of Credit, we understand, relates to a Pre-servicing / Subdivision / Development / Condominium / Site Plan / Other Agreement, including but not limited to municipal services and financial obligations, between our said customer, _____, and The Corporation of the Township of Essa, and Mortgagees, regarding Pre-Servicing / Subdivision / Development / Condominium / Site Plan / other Agreement of _____, _____, _____ (property description), Township of Essa, County of Simcoe, Province of Ontario.

The amount of this Letter of Credit may be reduced from time to time, as advised by notice in writing, given to us by an authorized signing officer of The Corporation of the Township of Essa.

We hereby agree that drawings under this Letter of Credit will be duly honoured upon demand.

The Letter of Credit will continue in force for a period of one year, but shall be subject to the condition hereinafter set forth. It is a condition of the Letter of Credit that it shall be deemed to be automatically extended without amendment for one year from the present or any future expiration date hereof, unless at least thirty (30) days prior to the present or such future expiration date, we notify you in writing by registered mail or courier with proof of receipt by you that we elect not to consider this Letter of Credit renewed for any such additional period.

For and on Behalf of
Bank of _____

Bank of _____

(Authorized Signature)

(Authorized Counter Signature)

Letter of Credit Number: _____

THIS DOCUMENT CONSISTS OF TWO (2) PAGES

THE CORPORATION OF THE TOWNSHIP OF ESSA

BY-LAW 2019-04

Being a By-law to confirm the proceedings of the Council meeting held on the 16th day of January, 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 January, 2019 and, in respect of each recommendation contained in the Minutes of the Regular Council meeting held on the 19th day of December, 2018, and Committee of the Whole meeting held on the 19th day of December, 2018, and the Special Meeting of Council held on the 2nd day of January, 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 January, 2019.

Sandie Macdonald, Mayor

Lisa Lehr, Clerk