

THE CORPORATION OF THE TOWNSHIP OF ESSA
COMMITTEE OF THE WHOLE

WEDNESDAY, MAY 6, 2020
6:00 p.m.
AGENDA

1. OPENING OF MEETING BY THE MAYOR
2. DISCLOSURE OF PECUNIARY INTEREST
3. DELEGATIONS / PRESENTATIONS / PUBLIC MEETINGS

STAFF REPORTS

4. PLANNING AND DEVELOPMENT

- p. 1 a. Staff Report PD016-20 submitted by the Manager of Planning and Development, re: Brookfield Properties Request to Enter into an External Works Agreement with the Township of Essa.

Moved by: _____ Seconded by: _____

Recommendation: *Be it resolved that Staff Report PD016-20 be received; and That Council approve entering into an External Works Agreement with Brookfield Properties for the lands subject to this Agreement, described as Part 1 and 3 on 51R-41354, Denney Drive, Gauley Drive, Baxter, and potentially 5th Line and Centre Street, Angus.*

- p. 60 b. Staff Report PD017-20 submitted by the Manager of Planning and Development, re: Briarwood Developments Ltd. – Request for Extension of Draft Plan Approval and Sewage Allocation.

Moved by: _____ Seconded by: _____

Recommendation: *Be it resolved that Staff Report PD017-20 be received; and That Council approve the request for an extension on the Briarwood Developments Draft Plan Approval and Sewage Allocation for the subdivision lands located at 365 Centre Street, Angus, for an additional 3-years, from June 6th, 2020 to June 6th, 2023.*

- p. 72 c. Staff Report PD018-20 submitted by the Manager of Planning and Development, re: Birchwood Estates Draft Plan Approval – Request for Extension.

Moved by: _____ Seconded by: _____

Recommendation: *Be it resolved that Staff Report PD018-20 be received; and That Council approve the request for an extension on the Birchwood Estates Draft Plan Approval for an additional three years, for the 18-lot residential development located at County Road 10 and 20th Sideroad, lying between Baxter and Angus, to July 29th, 2023.*

- p. 85 d. **Staff Report PD019-20 submitted by the Manager of Planning and Development, re: Bill 189 and Onario Regulation 149/20.**

Moved by: _____ **Seconded by:** _____

Recommendation: *Be it resolved that Staff Report PD019-20 be received; and That Council direct the Manager of Planning and Development to continue to process Planning Applications as they are in receipt.*

- p. 89 e. **Staff Report PD020-20 submitted by the Manager of Planning and Development, re: OPA 33 Appeal Notice.**

Moved by: _____ **Seconded by:** _____

Recommendation: *Be it resolved that Staff Report PD020-20 be received.*

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

- p. 92 a. **Staff Report PR008-20 submitted by the Manager Parks and Recreation, re: Boat Launches.**

Moved by: _____ **Seconded by:** _____

Recommendation: *Be it resolved that Staff Report PR008-20 be received; and That the Manager of Parks and Recreation be directed to proceed with researching additional locations for safe, accessible and inclusive boat launches.*

- p. 99 b. **Staff Report PR009-20 submitted by the Manager Parks and Recreation, re: Recreation Facility Closures.**

Moved by: _____ **Seconded by:** _____

Recommendation: *Be it resolved that Staff Report PR009-20 be received; and That Council direct the Manager of Parks and Recreation to proceed with the continuation of Facility and Park closures until further notice and direction is received from the Provincial Government.*

6. **FIRE AND EMERGENCY SERVICES**

7. PUBLIC WORKS

- p. 101 a. **Staff Report PW008-20 submitted by the Chief Administrative Officer, re: Award of Quotation – 2020 Granular Gravel Supply.**

Moved by: _____ **Seconded by:** _____

Recommendation: *Be it resolved that Staff Report PW008-20 be received; and That the quotation as submitted by John Eek & Sons Ltd. be accepted in the amount of \$91,200.00 (excl. H.S.T.), for the supply and placement of Granular "A" Gravel for the 10th Sideroad Project and to deliver to stockpile granular for supply, contingent upon a WSIB Clearance Certificate and a copy of Insurance being provided to the Municipality; and That the Roads Supervisor be authorized to arrange the necessary works to be completed.*

8. FINANCE

9. CLERKS / BY-LAW ENFORCEMENT / IT

- p. 103 a. **Staff Report C018-20 submitted by the Clerk, re: By-law Enforcement Activity Summary (January 1 – April 15, 2020).**

Moved by: _____ **Seconded by:** _____

Recommendation: *Be it resolved that Staff Report C018-20 be received for information.*

- p. 106 b. **Staff Report C019-20 submitted by the Municipal Law Enforcement Officer and the Clerk, re: COVID-19 Summary of Enforcement and Municipal Measures (March 15 – April 15, 2020).**

Moved by: _____ **Seconded by:** _____

Recommendation: *Be it resolved that Staff Report C019-20 be received for information.*

- p. 110 c. **Staff Report C020-20 submitted by the Clerk and Deputy Clerk, re: Follow-up – Seasonal Campgrounds, re: Partial Opening/Operation for Essential Workers to Isolate.**

Moved by: _____ **Seconded by:** _____

Recommendation: *Be it resolved that Staff Report C020-20 be received for information.*

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

- p. 116 a. **Staff Report CAO028-20 submitted by the Chief Administrative Officer, re: Police Services.**

Moved by: _____ **Seconded by:** _____

Recommendation: *Be it resolved that Staff Report CAO028-20 be received; and That Council approve the extension of the joint policing contract to December 31, 2020.*

- p. 122 b. **Staff Report CAO029-20 submitted by the Chief Administrative Officer, re: COVID-19 Budget Impacts.**

Moved by: _____ **Seconded by:** _____

Recommendation: *Be it resolved that Staff Report CAO029-20 be received for information.*

11. OTHER BUSINESS

12. ADJOURNMENT

Moved by: _____ **Seconded by:** _____

Recommendation: *Be it resolved that this meeting of Committee of the Whole of the Township of Essa adjourn at _____ p.m. to meet again on the 20th day of May, 2020 at 6:00 p.m.*



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: PD016-20

DATE: May 6th, 2020

TO: Committee of the Whole

FROM: Aimee Powell, BURPI., MPA, MCIP, RPP
Manager of Planning & Development

SUBJECT: Brookfield Properties Request to Enter into an External Works Agreement with the Township of Essa

RECOMMENDATION

That Staff Report PD016-19 be received; and

That Council consider entering into an External Works Agreement with Brookfield Properties for the lands subject to this Agreement, described as Part 1 and 3 on 51R-41354, Denney Drive, Gauley Drive, Baxter, and potentially 5th Line and Centre Street, Angus.

BACKGROUND

The Brookfield Properties development consists of 253 residential lots, a Park Block that has been dedicated to the Township, and a Stormwater Management facility. The subject development is located within the Settlement Area of Baxter. Brookfield has requested an External Works Agreement be created so that necessary servicing external to the subject site located at 103 Denney Drive, can be undertaken within the 2020 construction season. See Attachment 'A' for their letter of request and a map of the subject lands pertaining to the works in this Agreement.

Staff had the subject Agreement created to encompass the following external servicing work, on Part 1 and 3 on 51R-41354, Denney Drive, Gauley Drive, 5th Line Essa, and potentially Centre Street in Baxter and Angus:

- Stormwater Management Facility (pond),
- Storm Sewer Outfall,
- Denney Drive Reconstruction works - generally from ~60m south of Felhazi Trail to the northern limit of the SWM facility; and
- The infrastructure along Gauley Drive

4a

COMMENTS AND CONSIDERATIONS

Staff has been working alongside the Developer to progress the completion of this development since 1999, with Brookfield purchasing these lands in 2016. Staff believes that the subject development is now proceeding at a good pace and that entering into the External Works Agreement with the Developer will allow the Developer to continue to move towards completion of the development within a reasonable timeframe. At the request of the Developer, the External Works Agreement will be moving forward ahead of the Pre-Servicing Agreement in accordance with their proposed construction schedule beginning in May 2020 and ending in late September 2020.

The Phase 1 Earthworks are well advanced as all material has been imported for this Phase. Approximately 50% of the imported material was placed and compacted in 2019, while the remaining 50% of imported material is stockpiled on site. It is anticipated that it will take approximately 1-month for the placement and compaction of the remaining material for Phase 1.

The Ministry of Environment, Conservation and Parks (MECP) approval for the stormwater management facility was received in December 2019 and the Sewage Pump Station and Force Main received their approval from MECP in January 2020. Based on the approvals received to date, the commencement of external works is appropriate at this time, to ensure development progresses at a reasonable pace.

The Park can be developed once the storm servicing and storm sewer outfall are under construction to provide an appropriate gravity outfall. Works on Denney Drive are being authorized at this time due to the proximity to the beginning of the construction season. Staff believes that it is not best to leave Denney Drive works unfinished over the winter therefore it is necessary for this construction to begin as soon as possible, so that it can be completed to a substantial level prior to the end of the construction season. The Township's Engineer supports the authorization of external works at this time. Below are the cost estimates for the Stage 1 works, provided by Brookfield, completed by their project Engineer SCS Consulting Group Ltd., and approved by our Township Engineer, in the order of:

- Stormwater Management Facility - \$1,130,000.00
- Storm Sewer Outfall - \$815,000.00
- Denney Drive Reconstruction – Stage #1 - \$2,055,000
- Gauley Drive Infrastructure – Western Portion - \$116,000.00

Totalling approximately \$4,116,000.00

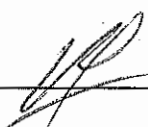
42

The Township currently holds \$61,164.80 in security for the Stage 1 Earthworks Agreement, and an additional \$286,133.20 for the Amending Earthworks Agreement.

At the time this report was authored, the External Works Agreement had been drafted by the Township's Solicitor, approved by the Township Engineer, reviewed by the Developer and was with Staff for finalization. Attachment 'B' is a draft version of the External Works Agreement. Once the Agreement is finalized and signed by both parties, Staff will bring the final Agreement and a By-law to Council for their endorsement.

FINANCIAL IMPACT

None. All costs associated with any development approvals shall be borne by the Developer.

Reviewed by Finance Department: 

Landowner/Developer Account in Good Financial Standing: Yes No

SUMMARY/OPTIONS

Council may:

1. Take no further action.
2. Enter into an External Works Agreement with Brookfield Properties for the lands subject to this Agreement, described as Part 1 and 3 on 51R-41354, Denney Drive, Gauley Drive Baxter, and potentially 5th Line and Centre Street, Angus.
3. Direct Staff in another manner that Council deems appropriate.

CONCLUSION

Option #2 is recommended.

Respectfully submitted:

Reviewed by:

Aimee Powell
Aimee Powell, BURPI., MPA, MCIP, RPP
Manager of Planning & Development

Colleen Healey-Dowdall
Colleen Healey-Dowdall
CAO

Attachments:

- A. Brookfield Properties Letter of Request to Enter into an External Works Agreement
- B. Draft External Works Agreement

4a

Brookfield Properties

Aimee Powell
Manager of Planning & Development
Township of Essa
5786 County Road 21
Utopia, ON L0M 1T0

April 20, 2020

Re: Brookfield Properties – Marshall Subdivision
Request for External Servicing Agreement

Please accept this letter as Brookfield's formal request to enter into an External Works Agreement with the Township of Essa, for works associated with the Marshall Subdivision lands.

The requested scope of works to be included in this External Works Agreement are summarized below:

1. Stormwater Management (SWM) Facility

- Construction of the SWM Facility will provide for stormwater quality and quantity control for the subdivision lands on the west side of Denney Drive, the future park, and Denney Drive from Murphy Road to the north limit of the subdivision lands.
- Once vegetated, this facility will also be able to provide an outdoor amenity area for the community.
- Estimated cost = \$1,130,000

2. Storm Sewer Outfall

- Generally, from Sta. 1+620 to Sta. 2+300 (north end of SWM facility to culvert).
- Construction of the storm sewer outfall will provide a piped storm outlet from the SWM facility and Denney Drive roadway, as well as future storm sewers within the subdivision.
- Additionally, this sewer will replace the existing surface ditches as the discharge point for dewatering activities associated with the subdivision and associated works. This will alleviate resident concerns regarding additional surface flows in the existing ditches downstream of the subdivision lands.
- Estimated cost = \$815,000

3. Denney Drive Reconstruction – Stage #1

- Generally, from Sta. 1+305 (approximately 45m south of proposed Felhazi Trail) to Sta. 1+620 (start of storm sewer outfall section).
- Construction of the storm, clean water collector, sanitary, and watermain infrastructure, as well as road reconstruction to an urban cross-section, street lighting and IPS at the Denney Drive & Felhazi/Gauley intersection.
- Construction of this work will provide critical infrastructure to allow for the future servicing of the Phase 1 internal subdivision works. In addition, the lowering of the road cross-section at the intersection of Denney Drive and Felhazi Trail will allow for overland SWM flows from the subdivision lands to be conveyed to the SWM facility.
- Estimated cost = \$2,055,000

4. Gauley Drive – Western Portion

- Generally, from Sta. 0+420 to 0+460 (Denney Drive to approximately 40m east).
- Construction of storm, sanitary and watermain infrastructure, street lighting, as well as road construction to a rural cross section.
- Estimated cost = \$116,000

As previously discussed, Denney Drive will be required to be closed for a distance of approximately 1km to allow for the construction of the three (3) components of the external works, from approximately 91 Denney Drive northerly to the Nottawasaga River tributary. A detour around the construction area will be required during construction; access to properties within the construction limits will be maintained for local residents.

Based on the current proposed construction schedule, with dewatering activities commencing in May 2020, the works are expected to be completed in approximately 5-months, with road works to base asphalt being completed by the end of September 2020.

To provide clarification of the proposed scope of works requested to be included in the External Works Agreement, sketches highlighting the proposed works are enclosed for your information.

It is acknowledged that there are additional external works required to be constructed by Brookfield to allow for the development of the subdivision. The additional works which will be required to be constructed are summarized below:

5. Denney Drive Reconstruction – Stage #2
 - a. Generally, from Murphy Road to Sta. 1+305 (approximately 45m south of proposed Felhazi Trail).
 - b. Construction of the storm, clean water collector, sanitary, and watermain infrastructure, as well as road reconstruction to an urban cross-section.
 - c. Estimated cost = \$600,000
 - d. Construction Timing = 2021
 - e. Expected to be undertaken through an Amending External Works Agreement
6. Sanitary Pump Station and Forcemain or Wastewater Treatment Plan
 - a. Construction of the sanitary solution resulting from the Municipal Class Environmental Assessment (EA) that is currently underway, including the eastern portion of Gauley Drive.
 - b. Estimated cost will be dependent on the preferred alternative to be identified through the EA process.
 - c. Construction Timing = 2021
 - d. Expected to be undertaken through a standalone or Amending External Works Agreement
7. Intersection Improvements at Murphy Road (County Road 21) and Denney Drive
 - e. Construction of Intersection Pedestrian Signals (IPS) or signalization of the intersection.
 - f. Estimated costs are dependent on whether an IPS or signalization is installed.
 - a. Construction Timing = 2021
 - b. Expected to be undertaken through an Agreement with the County of Simcoe.

We trust this is satisfactory, and would request that you please contact the undersigned should you have any questions, or require further information.

Regards,



Rayna Thompson

Director, Land Development

rayna.thompson@brookfieldpropertiesdevelopment.com

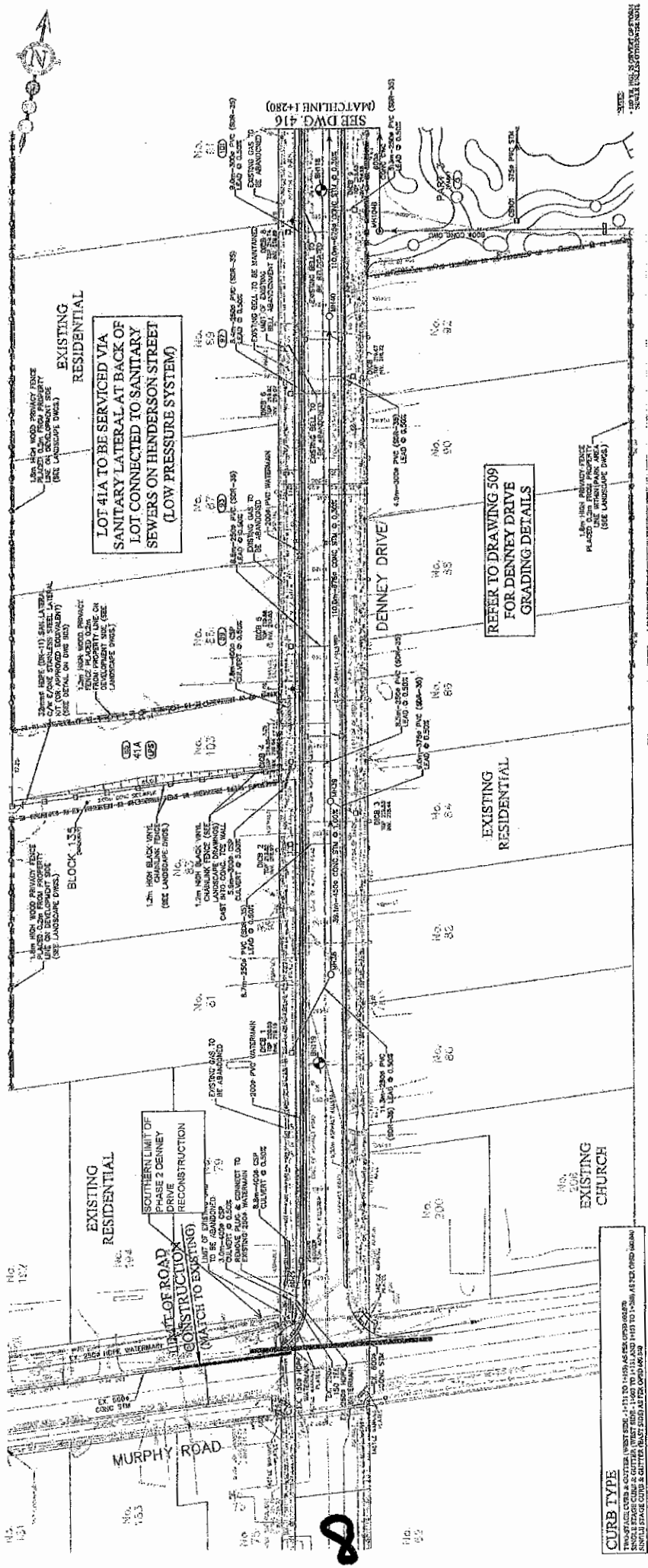
T + 1 905.948.5003 | M + 1 416.791.9126

4a

Encl.
Overall Plan highlighting scope of External Works
Excerpts of Plan and Profile Drawings 415 - 419

6

4a



**LOT 41A TO BE SERVICED VIA
SANITARY LATERAL AT BACK OF
LOT CONNECTED TO SANITARY
SEWERS ON HENDERSON STREET
(LOW PRESSURE SYSTEM)**

**REFER TO DRAWING 509
FOR DENNEY DRIVE
GRADING DETAILS**

**SOUTHERN LIMIT OF
ROAD CONSTRUCTION
(MATCH TO EXISTING)**

**EXISTING
RESIDENTIAL**

**EXISTING
RESIDENTIAL**

**EXISTING
RESIDENTIAL**

**EXISTING
CHURCH**

CURB TYPE
SOUTH SIDE OF ROAD - 1.5m HIGH WOOD PRIVACY FENCE
NORTH SIDE OF ROAD - 1.5m HIGH WOOD PRIVACY FENCE
SEE LANDSCAPE DWG. 509

SEE DWG 416
(MATCHLINE 1+280)

14.2
15.1

14.0
15.2

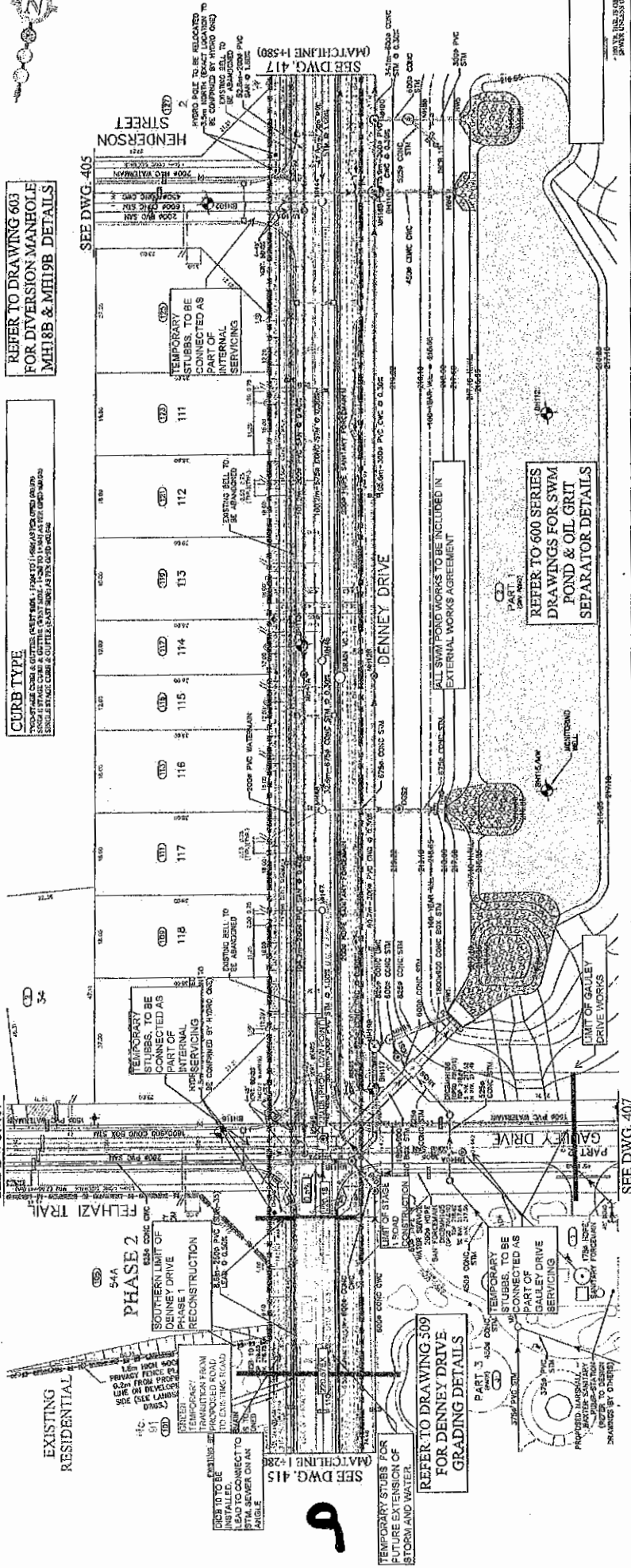
8

NOTE:
SEE THE FULL & COMPLETE SET OF DRAWINGS
FOR THE FULL & COMPLETE SET OF DRAWINGS



REFER TO DRAWING 603 FOR DIVERSION MANHOLE MH188 & MH19B DETAILS

CURB TYPE
 1. 100% ASPHALT CONCRETE CURB & GUTTER
 2. 100% ASPHALT CONCRETE CURB & GUTTER WITH 10% GRANULAR FILL
 3. 100% ASPHALT CONCRETE CURB & GUTTER WITH 10% GRANULAR FILL & 10% GRANULAR FILL



SEE DWG. 405

SEE DWG. 407

SEE DWG. 401

SEE DWG. 401

EXISTING RESIDENTIAL

PHASE 2
 SOUTHERN LIMIT OF DENNEY DRIVE RECONSTRUCTION

REFER TO DRAWING 509 FOR DENNEY DRIVE GRADING DETAILS

REFER TO 600 SERIES DRAWINGS FOR SWM POND & OIL GRIT SEPARATOR DETAILS

ALL SWM POND WORKS TO BE INCLUDED IN EXTERNAL WORKS AGREEMENT

LIMIT OF GALLEY DRIVE WORKS

SEE DWG. 415

9

TEMPORARY STUBBS FOR FUTURE EXTENSION OF STORMWATER

4/2



EXISTING RESIDENTIAL

No. 134

SEE DWG. 418 (MATCHLINE I+880)

EXISTING FARMLAND

No. 127

No. 126

DENNEY DRIVE

EXISTING RESIDENTIAL

No. 118

AIR RELIEF VALVE (REFER TO DETAILS ON SHEET 205)

SOUTHERN LIMIT OF STOPPING SEWER OUTFALL

1.2m HIGH BLACK WHT. CHANNEL FENCE

SYSTEMS REL. TO WALL ADJUSTMENT

1.2m HIGH HIGHWAY FENCE

LIMIT OF "EXTERNAL" CONSTRUCTION (MATCH TO EXISTING)

No. 134

1.2m HIGH HIGHWAY FENCE

CURB TYPE
TWO STRIKE CURBS & GUTTER (MATCH FOR AS PER CURB PART)
SINGLE STRIKE CURB & GUTTER (MATCH FOR AS PER CURB PART)

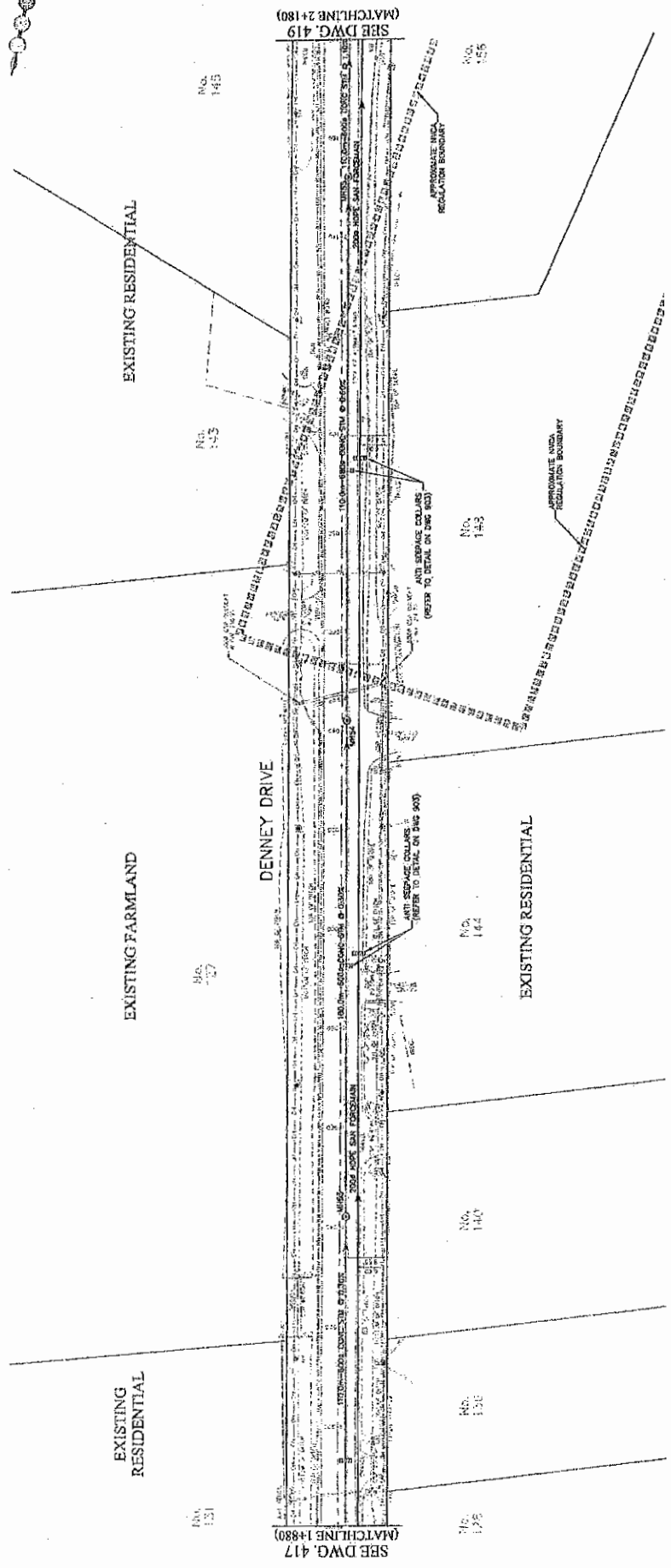
LIMIT OF ROAD CONSTRUCTION (MATCH TO EXISTING)

PART 1 (SEE PLAN)

SEE DWG. 416 (MATCHLINE I+580)

10

NOTES:
1. ALL DIMENSIONS ARE IN METERS
2. UNLESS OTHERWISE NOTED



11

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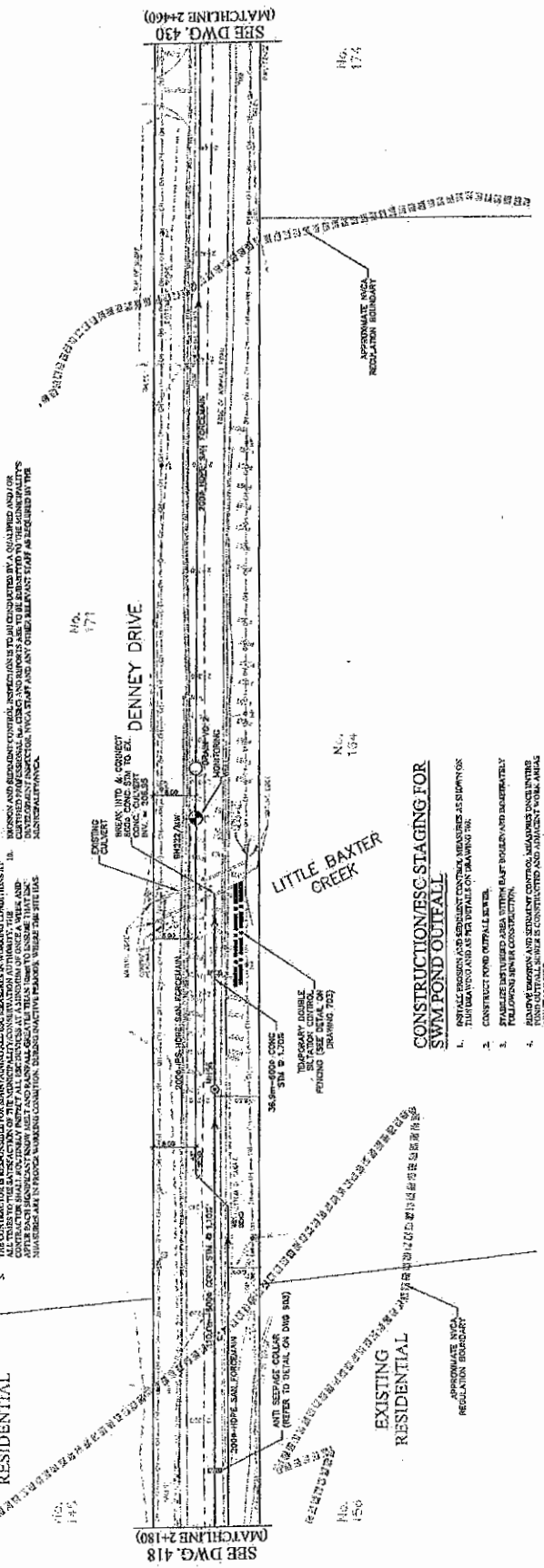


REFER TO MARSHALL
SUBDIVISION EXTERNAL
SERVICING SCS PROJECT NO.
1941, FOR CONTINUATION

CONTRACTOR TO ENSURE THAT EXISTING UTILITY LOCATIONS ARE MAINTAINED TO APPROXIMATE ESC
LOCATIONS THROUGHOUT THE PROJECT. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITIES
UNTIL THE PROJECT IS COMPLETE. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITIES
UNTIL THE PROJECT IS COMPLETE. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITIES
UNTIL THE PROJECT IS COMPLETE.

11. LITTLE OR NO CONSTRUCTION ACTIVITY FOR 30 DAYS OR LONGER, A MONTHLY INSPECTION SHALL BE
CONDUCTED BY THE CITY ENGINEER TO DETERMINE THE STATUS OF THE SITES.
12. ALL UTILITIES LOCATIONS SHALL BE MAINTAINED THROUGHOUT THE PROJECT. THE CONTRACTOR
SHALL MAINTAIN ALL EXISTING UTILITIES UNTIL THE PROJECT IS COMPLETE. THE CONTRACTOR
SHALL MAINTAIN ALL EXISTING UTILITIES UNTIL THE PROJECT IS COMPLETE.

GENERAL EROSION & SEDIMENT CONTROL NOTES
1. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITIES UNTIL THE PROJECT IS COMPLETE.
2. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITIES UNTIL THE PROJECT IS COMPLETE.
3. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITIES UNTIL THE PROJECT IS COMPLETE.
4. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITIES UNTIL THE PROJECT IS COMPLETE.
5. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITIES UNTIL THE PROJECT IS COMPLETE.



SEE DWG. 418
(MATCHLINE 2-180)

SEE DWG. 430
(MATCHLINE 2-400)

12

EXTERNAL WORKS AGREEMENT

THE CORPORATION OF THE TOWNSHIP OF ESSA

("Township")

- and -

BROOKFIELD RESIDENTIAL (ONTARIO) LIMITED

("Developer")

- and -

C.L. MARSHALL FARMS LIMITED

("Mortgagee")

The Corporation of the Township of Essa
5786 Simcoe County Road # 21
Utopia, ON
L0M 1T0
Attention: Colleen Healey-Dowdall, CAO
Tel: 705-424-9770
Email: chealey@essatownship.on.ca

TABLE OF CONTENTS

1. Recitals Deemed True.....7

2. External Lands7

3. Developer Defined.....7

4. Developer's Expense7

5. Term.....7

6. Cessation of Term7

7. Works Defined.....7

8. Estimate of Costs7

9. Developer's Consulting Engineer.....8

10. Soundness of Engineering Design8

11. Written Acceptance.....8

12. Approvals.....8

13. Engineer Design Drawings9

14. Contractor Names9

15. Asset Management.....9

16. Notice to Commence Work9

17. Completion of External Works9

18. Supervision, Inspection and Construction of the External Works.....9

19. Scheduling the External Works10

20. Haul Routes.....10

21. Site Alteration Management12

22. Site Alteration Offences and Penalties16

23. Breach of Schedule of the External Works.....17

24. Failure to Complete External Works in Acceptable Manner.....18

25. Failure to Complete External Works18

26. General Breach.....18

27. Remedies.....18

28. As Constructed Drawings18

29. Inspection and Certificate of Substantial Completion and Acceptance for
the Underground Works and the Aboveground Works19

30. Maintenance Period19

31. Failure to Maintain.....19

32. Use of External Works by Township.....20

33. Final Approval20

34. Access20

35. Access Roads20

36. Signs.....20

37. Damage to Existing Road, Structure and/or Plant21

38. Emergency Repairs.....21

39. Replacement of Survey Bars.....21

40. Stormwater.....21

41. Siltation and Erosion Control.....21

42. Trees.....21

43. Dust Control22

44. Construction Refuse.....22

45. Mortgages23

46. Government Approvals.....24

47. Applicable Laws24

48. Other Applicable Laws24

49. Subdivision Agreement.....24

50. Staging24

51. Township's Legal, Planning, Administrative (including Public Works),
Consulting, Contracting, Engineering Costs & Cash Deposit25

52. Taxes, Drainage, Local Improvement Charges and Other Charges.....26

53. Securities.....26

54. Reduction in Security.....28

55. Insurance.....29

56. Developer's Liabilities & Indemnity30

57. Change in Ownership.....31

58. Notice.....31

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

60. Agreement Not to be Called into Question.....32

61. No Fettering of Discretion32

62. Severability and Enforceability.....32

63. Waiver.....32

64. Further Assurances.....32

65. Entire Agreement.....32

66. Extension of Time.....32

67. No Modification.....33

68. Interpretation of Agreement.....33

69. Registration of Agreement.....33

70. Effective Date33

71. Schedules33

72. Governing Law34

73. Enurement.....34

SCHEDULE "A"36

SCHEDULE "B"37

SCHEDULE "B-1"39

SCHEDULE "C"41

SCHEDULE "D"43

SCHEDULE "E"44

SCHEDULE "F"45

SCHEDULE "G"47

4a

EXTERNAL WORKS AGREEMENT

made this day of , 2020

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF ESSA

"Township"

- and -

BROOKFIELD RESIDENTIAL (ONTARIO) LIMITED

"Developer"

- and -

C.L. MARSHALL FARMS LIMITED

"Mortgagee"

Collectively referred to as the "Parties"

RECITALS

1. The Developer warrants that it 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 "Developer's Lands") being:

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

Phase 2 on unregistered M-Plan: Lots 1 - 134 inclusive, Blocks 135 & 136 and Henderson Street and Cochrane Crescent; as described in Schedule "A" attached.

2. The Township is the owner of lands acquired from 1045279 Ontario Ltd. which comprise part of the total lands required for this development, which lands are described as follows:

Part of Lot 16, Concession 5, being Pts 1, 2 & 3, Plan 51R-41354, Township of Essa, County of Simcoe, being all of PIN 58111-0347 (LT) (the "Township Lands") as set out in Schedule "A" attached.

3. The Township and the Developer agree that Part 1 on Plan 51R-41354, being the stormwater management facility and storm sewer outfall ("Stormwater Management Facility and Storm Sewer Outfall"), and Part 3 on Plan 51R-41354, being Gauley Drive, Denney Drive, the sewage treatment and collection system and sanitary sewers ("Sewage Treatment and Collection System and Sanitary Sewers") in a location to be confirmed, and the pedestrian crossing signals at the intersection of Murphy Road and Denney Drive, comprise the lands that are the subject of this Agreement (the "External Lands") as set out in Schedule "A".
4. The Township and the Developer agree that the Developer wishes to complete the External Works in two (2) stages ("Stages"):
 - (i) The Developer agrees that Stage 1 will be comprised of the reconstruction of Denney Drive from 40 metres south of the Felhazi Trail/Gauley Drive intersection, north to 680 metres north of the northerly limit of the Phase 1 M-Plan, at the location of the existing storm sewer outlet, Part 1 on Plan 51R-41354 being the Stormwater Management Facility and Storm Sewer Outfall, and Part 3 on Plan 51R-41354 being the construction of Gauley Drive to municipal standards;
 - (ii) The Developer agrees that Stage 2 will be comprised of the reconstruction of the balance of Denney Drive south to Murphy Road, the installation of pedestrian crossing signals at the intersection of Murphy Road and Denney Drive, and the construction of a Sewage Treatment and Collection System and Sanitary Sewers as required by the Township to service the Phase 1 and Phase 2 M-Plans comprising the total development, which are to be constructed in a location to be confirmed by the Township and the Developer, after completion of the Environmental Assessment.
5. The Developer acknowledges and agrees that Schedule "C" sets out the requirements for Stage 1 only, and further agrees that a revised Schedule "C" will be inserted into the Agreement by way of an Amending Agreement, prior to Stage 2 being allowed to proceed.
6. The Developer acknowledges and agrees that Schedule "D" sets out the requirements for Stage 1 only, and further agrees that a revised Schedule "D" will be inserted into the Agreement by way of an Amending Agreement prior to Stage 2 being allowed to proceed.
7. The Developer proposes to subdivide the Developer's Lands into lots and/or blocks by means of two unregistered M-Plans (the "Plans") as set out in Schedules "B" and "B-1", and proposes to develop the Developer's Lands and the Township Lands, and is proceeding with the Plans, engineering drawings and a Subdivision Agreement (the "Subdivision Agreement") for this purpose.
8. The Developer warrants that it received Draft Plan Approval for the Developer's Lands from the Township on March 17, 2010 for 250 units and Redline and Draft Plan Extension Approval for the Developer's Lands on December 20, 2017 for 253 units.
9. The Developer warrants that the file number for the Draft Plan Approval is E-T-0602.
10. The Developer acknowledges and agrees that notwithstanding that it received Draft Plan Approval for the Plans, the Township is not guaranteeing that they will provide final approval for the Plans. Any work completed by the Developer, including but not limited to grading or the construction of internal and external services, is being completed at their sole risk and expense. The Developer further acknowledges that whether or not the Plans receive final approval, the Developer may be required to move and/or revise any of the work (including municipal services) previously completed by it, notwithstanding any prior inspections by the Township or the Township's Engineer (the "Township's Engineer").
11. The Developer acknowledges that one of the conditions of the development of the Plans is that the Developer enter into an External Works Agreement (the "Agreement") with the Township for the construction of municipal services including but not limited to a Sewage

Treatment and Collection System and Sanitary Sewers, Stormwater Management Facility and Storm Sewer Outfall, the reconstruction of Denney Drive, the construction of Gauley Drive and the installation of pedestrian crossing signals at the intersection of Murphy Road and Denney Drive.

12. The Developer acknowledges that the Township is authorized by the *Planning Act*, R.S.O. 1990, c.P.13, s. 51(26), to require the Developer to construct and install municipal services including but not limited to a Sewage Treatment and Collection System and Sanitary Sewers, Stormwater Management Facility and Storm Sewer Outfall, the reconstruction of Denney Drive, the construction of Gauley Drive and the installation of pedestrian crossing signals at the intersection of Murphy Road and Denney Drive (the "External Works") and any other requirements and to make financial arrangements with the Township for the installation and construction of these works before final approval of the Plan.
13. The Parties have entered into this Agreement for the purpose of defining the terms and conditions upon which the installation of the External Works shall be carried out.
14. The Developer has received written approval from the Township and the Township's Engineer for the construction of the External Works.
15. The Developer agrees not to commence construction of the External Works after October 1 in any calendar year.
16. The Developer will obtain written confirmation from the relevant utility providers including, but not limited to, hydro, telephone, cable and gas, that satisfactory agreements have been entered into with them for the provision of services by the utility providers, to the satisfaction of the Township prior to commencing construction of the External Works.
17. The Developer must obtain written approval from various agencies, as applicable, including but not limited to the Ministry of the Environment, Conservation and Parks, the Nottawasaga Valley Conservation Authority, Ministry of Natural Resources and Forestry, County of Simcoe, Department of Fisheries and Oceans, Ministry of Transportation (Ontario), and Ministry of Heritage, Sport, Tourism and Culture, Industries, where they are required for the installation of services, to the satisfaction of the Township and the Township's Engineer prior to commencing construction of the External Works.
18. The Plan requires the connection of each proposed unit/lot and/or block to the Township sanitary sewage collection and treatment system (the "sanitary sewage system") and the water supply and distribution system.
19. The Developer agrees that:
 - (i) No subsequent stage of construction of the External Works beyond Stage 1 shall be permitted to proceed until the Township Engineers confirm that all terms in the Agreement regarding Stage 1 are in compliance, including, but not limited to, the requirement for any additional securities to be deposited with the Township.
 - (ii) Since the securities provided under the Agreement for Stage 1 are only those securities required for Stage 1, and Stage 2 will require additional securities to secure its completion, these additional securities will be required to be deposited by the Developer with the Township as set out in Schedule "C" attached, prior to any Stage 2 External Works commencing.
 - (iii) The External Works for Stage 2 cannot commence until all approvals have been obtained from the Township as required, all engineering plans for Stage 2 have been approved by the Township and the Township's Engineers, and all required securities have been deposited with the Township.
20. The Developer represents that the registered Mortgagees are the only Mortgagees of the

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Developer's Lands.

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 are deemed to be true and shall be incorporated into the Agreement.

2. External Lands

2.1. The lands proposed for construction of the External Works are as set out in Schedule "A" attached.

3. Developer Defined

3.1. The word Developer where used in this Agreement includes an individual, an association, a partnership or a corporation and where the singular is used it shall be construed as including the plural.

4. Developer's Expense

4.1. The Developer agrees to be responsible to satisfy all requirements of the Agreement at no expense to the Township pursuant to Section 41(7) of the *Planning Act*, and acknowledges that all Developer's obligations as set out in the Agreement are deemed to include the words "at the expense of the Developer" and "to the Township's satisfaction", including the payment of applicable taxes.

5. Term

5.1. The Parties agree that, the Township in its sole and unfettered discretion, may terminate the Agreement two (2) years after the date of execution of the Agreement by the Township, if the Township feels that the External Works are not proceeding expeditiously.

6. Cessation of Term

6.1. Upon termination of the Agreement, the Developer must cease construction of all of the External Works allowed by the Agreement. The Developer further agrees that in the Township's sole discretion, the Township shall have the right to enter onto the Developer's Lands and/or External Lands to take whatever action they deem necessary to safeguard the health and welfare of the residents of the Township of Essa, including without limiting the generality of the foregoing, to filling in holes, blocking off access, posting signs, and levelling terrain, at the Developer's expense, however, the Township is under no obligation, whatsoever, to complete all or any portion of the External Works. The Developer further agrees to indemnify the Township, its agents or servants, from any and all claims that may arise as a result of any action taken by the Township pursuant to this Paragraph, except where such claims arise as a result of the Township's negligence.

7. Works Defined

7.1. The Township and Developer acknowledge and agree that the Developer may commence with the External Works on the External Lands by way of the construction and installation of the External Works set out in Schedule "C" attached.

8. Estimate of Costs

8.1. The Developer acknowledges and agrees that the Description and Estimated Cost of External Works to be Constructed by the Developer pursuant to the Agreement are as set out in Schedule "C". The Developer acknowledges and agrees that Schedule "C" is preliminary only and prior to the Acceptance by the Township additional work may be

required. The Developer further acknowledges that the amounts set out in Schedule "C" are estimates only and the actual cost will be based on the tender prices.

- 8.2. The Developer confirms that it is required to provide a copy of the executed tender to the Township.

9. Developer's Consulting Engineer

- 9.1. The Developer agrees to retain a Consulting Professional Engineer (the "Developer's Engineer") skilled and experienced in municipal work and approved by the Township, to act as the Developer's representative in all matters pertaining to the Plan, including but not limited to the design, supervision, layout, inspection, maintenance and rectification of defects. The Developer further agrees that in the event of any negligence by the Developer's Engineer, the Developer shall assign if required by the Township, any rights it may have to claim against the Developer's Engineer for such negligence. The Developer agrees to provide the names and contact information for the Developer's Engineer to the Township prior to execution of the Agreement by the Township.
- 9.2. The Developer agrees to retain other consultants as required, to satisfy the Developer's obligations pursuant to the Agreement. The Developer further agrees that in the event of any negligence by the other consultants, the Developer shall assign, if required by the Township, any rights it may have to claim against the other consultants for such negligence. The Developer agrees to provide the names and contact information for the other consultants to the Township prior to other consultants completing any work for the Developer pursuant to the Agreement.

10. Soundness of Engineering Design

- 10.1. The Developer acknowledges and agrees that notwithstanding any acceptance of the engineering design given by the Township, neither the Township, nor the Township's Engineer shall in any way be responsible for the soundness of the engineering design drawings, plans or specifications, or for ensuring that the External Works will function as intended, or will be compatible with the final approved subdivision services, nor that the External Works are appropriately designed for any adjacent subdivisions.

11. Written Acceptance

- 11.1. The Developer acknowledges and agrees that the External Works must have written acceptance by the Township and Township's Engineer, and that only those External Works which have acceptance may be constructed in accordance with the provisions of the Agreement and all other requirements of the Township and the Township's Engineers.

12. Approvals

- 12.1. The Developer acknowledges and agrees that prior to the Township authorizing the commencement of construction of the External Works as set out in Schedule "C", the Developer will have obtained written approval from various agencies including but not limited to the County of Simcoe, CP Rail, the Ministry of the Environment, Conservation and Parks, and the Nottawasaga Valley Conservation Authority, the Ministry of Natural Resources and Forestry, the Ministry of Heritage, Sport, Tourism and Culture, for the construction of the External Works when they impact on an agency, to the satisfaction of the Township. The Developer acknowledges and agrees that it will also have obtained written confirmation from utility providers including but not limited to hydro, telephone, cable and gas, that satisfactory agreements have been entered into for the provision of services for these respective utility providers.
- 12.2. The Developer acknowledges and agrees that it shall forthwith obtain any and all other governmental approvals necessary for the construction of the External Works and that it

shall submit to the Township all the normal and usual plans and documents which may be required by the Township.

13. Engineer Design Drawings

13.1. The Developer acknowledges and agrees that the List of Engineering Design Drawings as set out in Schedule "D" and any accompanying plans as submitted have not been finally accepted by the Township. In the event that in order to obtain final approval of the Engineering Design Drawings and any accompanying modification, alteration, relocation, and reconstruction of all or part of the services is required, the Developer agrees to make the required modifications and alterations and to relocate and to reconstruct the said services at its sole and only expense.

14. Contractor Names

14.1. The Developer shall provide for the Township's Engineer's written approval, the names of the contractor or contractors who will be installing the External Works.

15. Asset Management

15.1. The Developer agrees to provide to the Township for Asset Management Purposes the following information prior to the Township entering into the Agreement:

- 15.1.1.** Length and areas of all roads, easements and public lands;
- 15.1.2.** Length and size of all servicing infrastructure including watermains, sanitary and storm sewer pipe;
- 15.1.3.** All other details of assets, if any, to be transferred to the Township.

16. Notice to Commence Work

16.1. The Developer shall provide forty-eight (48) hours' written notice to the Township's Engineer of its intention to commence work.

17. Completion of External Works

17.1. The Developer agrees that the External Works will be completed as required by all agencies and that the Developer will provide and maintain all siltation and erosion control facilities during and after construction to the satisfaction of the Township, the Nottawasaga Valley Conservation Authority, the Ministry of the Environment, Conservation and Parks and the Ministry of Natural Resources and Forestry, as required, until such time as the provisions of a subsequent agreement with the Township supersede this Agreement.

18. Supervision, Inspection and Construction of the External Works

18.1. The Developer agrees that the External Works which are to be constructed under the Agreement as set out in Schedule "C", shall be in accordance with the Engineering Design Standards established from time to time by the Township's Engineer and the Urban Design and/or Streetscape and Planting Plan, including compliance with the Township's Urban Local Roads Standard TEST D101.01, and to full urban standards with a sidewalk along one side of the street only for Denney Drive along the frontage of the Plan. The Township and the Developer agree that restoration of external roads north of the Plan shall be by a servicing trench cut only, with replacement of top asphalt (HL3) for a full lane of traffic in cut areas only, and ditch restoration will be to existing conditions or better where applicable. The Developer acknowledges receiving a copy of the current Engineering Design Standards and Specifications in effect at the time of entering into the Agreement and as set out in Schedule "E" attached, and the approved engineering drawings, and in order to fulfill this obligation, the Developer's Engineer shall provide supervision on a continuous basis. It is acknowledged that the amount of continuous supervision is dependent upon the type of construction as determined by the Developer

and/or the Developer's Engineer acting reasonably. For example, construction of storm sewers, sanitary sewers, watermains, and other underground utilities may warrant continuous supervision on a full-time daily basis whereas roadway construction may require less supervision.

- 18.2.** The Township's Engineer will make regular site inspections as deemed necessary to ensure that construction methods conform to acceptable engineering practice and in accordance with the approved drawings and specifications. If, in the opinion of the Township's Engineer, continuous or proper supervision is not being provided or construction is not satisfactory, the Township's Engineer will have the authority to stop construction operations by written notice to the contractor in charge of the particular stage of construction or the Developer's Engineer. A copy of this clause shall be delivered by the Developer to each and every contractor engaged for construction of the External Works.
- 18.3.** The Developer acknowledges and agrees that the External Works shall include but not be limited to a Sewage Treatment and Collection System and Sanitary Sewers, Stormwater Management Facility and Storm Sewer Outfall, the reconstruction of Denney Drive, the construction of Gauley Drive and the installation of pedestrian crossing signals at the intersection of Murphy Road and Denney Drive, including approved connection to existing systems both within and external to the Plans and shall include surface restoration, top soil, seeding and mulch.
- 18.4.** It is further agreed that the Township may require minor amendments to the said standards not involving an additional cost of more than five percent (5%) of the estimated costs of the External Works at signing, provided further that the total cumulative additional requirements under the section shall not exceed ten percent (10%) of the estimated costs of the External Works at the date of signing, such "minor" additional requirements to be made in the sole discretion of the Township upon notice solely to the Developer herein.

19. Scheduling the External Works

- 19.1.** The Developer shall supply, for the Township's Engineer approval, a schedule of the External Works setting out the order in which he considers the various sections of the External Works within the Plan will be built and the timing for completion of the External Works. The Township's Engineer may amend this schedule and the Developer must construct, install or perform the External Works as the Township's Engineer from time to time may direct.

20. Haul Routes

- 20.1.** The Developer agrees to provide a Haul Route Plan which must be approved by the Township and attached as Schedule "G" to the Agreement, including but not limited to items such as possible vibration issues, the time periods during which haulage can occur, and a list of a minimum of four (4) emergency contacts with telephone numbers and email addresses, prior to execution of the Agreement by the Township.
- 20.2.** The Developer agrees that in the event of any documented failure to comply with the approved Haul Route Plan, the Township will give notice of such breach to the Developer. The Developer will have forty-eight (48) hours from delivery of the notice within which to either:
- 20.2.1.** Provide evidence satisfactory to the Township that the breach was not related to the Development and/or not caused by the Developer or any of its employees, associates, contractors, agents, sub-contractors or designates; or

- 20.2.2. In the event of not being able to provide such evidence, to pay the sum of One Thousand Dollars (\$1,000.00) to the Township as predetermined liquidated damages for each documented breach of the haul route.
- 20.3. The parties acknowledge that the liquidated damages reasonably reflect the additional cost of the Township's administration, inspection, site attendances and labour costs in monitoring compliance with the haul route requirements of this Agreement.
- 20.4. The Developer agrees to keep, maintain, and make available for inspection the following records in a good and businesslike manner as applicable and as required by the Township:
 - 20.4.1. The full and complete legal name, and business name, if different from the legal name of each hauler;
 - 20.4.2. The commercial vehicle registration number of each hauler;
 - 20.4.3. The motor vehicle permit number of the motor vehicles owned and operated by each hauler;
 - 20.4.4. The date and time of each delivery/removal of fill;
 - 20.4.5. The point of origin of each delivery of fill;
 - 20.4.6. The volume of each delivery;
 - 20.4.7. The content of material of each delivery of fill;
 - 20.4.8. Any other information required by the Township;
 - 20.4.9. Restrict truck daily volumes and/or the location of truck and/or haul routes or staging and storage areas;
 - 20.4.10. Provide the Township upon completion of the works or at any other time required by the Township at its sole and absolute discretion a topographic survey verifying the interim or final grades of the Site Alteration; and
 - 20.4.11. Provide documentation of notification of the project to all adjacent property owners and those along the haul routes.
- 20.5. The Developer must ensure the following as applicable and as required by the Township:
 - 20.5.1. The proposed hauling schedule to include duration, days of the week and hours of proposed fill operation;
 - 20.5.2. Haul routes and commercial fill entrance location using a map;
 - 20.5.3. Type and location of temporary signage to identify haul routes and truck turning areas;
 - 20.5.4. Measure to be employed to prevent tracking mud and other debris onto the road;

- 20.5.5. Measures to be employed to ensure minimal disruption of normal traffic due to the fill operation;
 - 20.5.6. Quality of tested fill to be hauled to site in relation to Ministry of Environment, Conservation and Parks standards and additional measures for sampling fill being hauled to site including frequency and method of testing;
 - 20.5.7. Operator's business and legal name, contact information, and includes the name and contact information of the person who will be on-site for the full duration of the fill operation, charged with the responsibility to ensure continuation of the above measures; and
 - 20.5.8. Provide at least five (5) business days' notice of the commencement of Site Alteration.
- 20.6. Once all external Site Alteration commences, and until the rehabilitation of the site is complete, the Developer shall provide bi-weekly reports, prepared by a Qualified Person, to the Township to confirm that works are implemented in accordance with this Agreement and that it is achieving adequate performance. The Township has the power to enter upon and examine the site at any reasonable time or times. The Township may be accompanied or may assign a person to complete their inspection duties as he or she deems necessary in order to properly carry out his or her duties under this Agreement.
- 20.7. The Developer is responsible for all maintenance and related costs for the following:
- 20.7.1. Maintenance of the roads that are used by vehicles hauling any material;
 - 20.7.2. To keep said roads in a good state of repair and free from dust and mud, including but not limited to application of mud mats, road cleaners, and dust control suppressants;
 - 20.7.3. To keep said roads free from damage howsoever caused;
 - 20.7.4. For any other work required on the roads that the Township may deem necessary to address damage related to the Site Alteration; and
 - 20.7.5. In the event that the Developer does not complete any maintenance pursuant to this Section or otherwise, the Township may utilize any Securities deposited with the Township to complete any such work at the Developer's expense.
- 20.8. For any Site Alteration located on External Lands, permitted under the Agreement, the Township may require the Developer to produce an Initial Road Condition Report detailing the condition of the roads being used to haul fill, soil, topsoil, or other material. The Township may use the Initial Road Condition Report to require the Developer to restore the road being used to haul the fill, soil, topsoil, or other material, to its initial condition as set out in the Initial Road Condition Report, at the sole expense of the Developer, in the sole and absolute discretion of the Township.

21. Site Alteration Management

- 21.1. The Developer acknowledges that it has received approval from the Township to fill or remove fill in the amounts as set out in Schedule "D" attached, plus or minus a 10% variation for fill.

21.2. The purpose of this Agreement is to allow the Developer to commence grading on the Lands as a step in the development of the Plan. To the extent that the Lands require the import or export of fill and/or topsoil material, the Developer will be required to complete the following prior to or during any site alteration ("Site Alteration") occurring as applicable:

- 21.2.1.** Obtain the approval of the Township for the source site of imported fill.
- 21.2.2.** Obtain the approval of the Township for the destination site for exported fill.
- 21.2.3.** To the extent materials from the Lands are reused, the Developer must provide in the Overall Grading Plan, details sufficient to satisfy the Township that the Lands will be left in a safe, tidy and free draining condition.

21.3. The Developer agrees to take all steps set out in this Agreement and as further determined by the Township, to minimize any negative effects of earth and soil excavation and movement on the residents of the Township.

21.4. The Developer agrees that all fill placed or dumped must be clean fill and shall include only soil, sod or other material acceptable to the Township, and such material must be clean and free of any glass, plastics, metals, termites, invasive species and/or their eggs or seeds, concrete, bricks, asphalt, garbage or any contaminants that would degrade the pre-existing conditions of the Lands.

21.5. The Township reserves the right to request the Developer to obtain and produce a soil and drainage plan for any fill that is dumped, placed or removed within any area near a property line.

21.6. The following are prohibited areas for any Site Alteration:

- 21.6.1.** Environmentally Sensitive Areas;
- 21.6.2.** Key Natural Heritage Feature Areas;
- 21.6.3.** Hydro geologically Sensitive Areas;
- 21.6.4.** Minimum Vegetative Protective Zones associated with this Section as above;
- 21.6.5.** Lands designated as Class 1, 2 or 3 farmland, or lands containing specialty crops;
- 21.6.6.** Lands previously licensed or permitted and used as a pit or quarry under the Aggregate Resources Act, R.S.O. 1990, c. A8, as amended, (or any predecessor legislation thereof), or otherwise, whether such lands have been rehabilitated or not; and
- 21.6.7.** Wellhead Protection Areas, Significant Ground Water Recharge Areas or High Aquifer Vulnerability Areas as designated in Source Water Protection Plans or the Official Plan for the Township.

21.7. The Developer agrees that it must:

- 21.7.1.** Construct a retaining wall (including any safety net) in conformity with the Township's Zoning By-law and to the satisfaction of the Township, if the existing or finished grade at a property line involves a slope greater than 3:1, which retaining wall does not encroach upon abutting lands, either above or below existing or finished grade and which is not so high as to have a significant negative impact on abutting lands, where erosion of fill onto abutting Lands

may occur;

- 21.7.2. Ensure that fill is placed or dumped in such manner and any retaining wall supporting such fill is erected in such a manner that no ponding is caused on the subject lands or abutting and other lands and that adequate provision is made for property surface stormwater drainage;
 - 21.7.3. Provide characterization and analytical records of the quality of the soil being brought to the site prior to receiving any material, as confirmed by a Qualified Person, that the soil is appropriate based on the site location/sensitivity, anticipate land uses, groundwater use/sensitivity, pre-existing site concentrations or other factors to ensure that there is no likelihood of adverse effect based on the importation of soil to the site;
 - 21.7.4. Provide for the protection of the finished grade through stabilization as required by the Township;
 - 21.7.5. Ensure that fill is not placed around the perimeter of any existing building to an elevation higher than the elevation specified by the Ontario Building Code Act or regulations thereunder, as amended, below the top of foundation of such building, unless such building and its foundation walls are altered in a manner satisfactory to the Township; and
 - 21.7.6. Provide siltation and erosion control measures, in accordance with the Township's standards, and to obtain the approval of the Nottawasaga Valley Conservation Authority for siltation and erosion control measures when required.
- 21.8. The Developer shall not perform a Site Alteration or allow a Site Alteration including Haulage:
- 21.8.1. In contravention of the Township's Noise By-law or otherwise required by the Township;
 - 21.8.2. Anytime on Saturday or Sunday or on a Statutory Holiday and between the hours of 5:30PM and 7:30AM on weekdays;
 - 21.8.3. During any period in which a wind warning for the area has been issued by Environment Canada;
 - 21.8.4. During any period in which a smog advisory for the area has been issued by the Ontario Ministry of the Environment, Conservation and Parks;
 - 21.8.5. During any weather conditions where the ability to mitigate Site Alteration activity impacts is severely compromised (e.g. rain, snow, thick fog, etc.); or
 - 21.8.6. During any situation where Site Alteration activities would likely adversely impact adjacent landowners (e.g. brush fires, floods, unsuitable road conditions, etc.).
- 21.9. The Developer shall not undertake a Site Alteration which may result in:
- 21.9.1. Adverse erosion and environmental impacts on and off-site;
 - 21.9.2. Blockage of a swale, ditch or watercourse;
 - 21.9.3. Siltation in a watercourse, wetland or storm sewer;
 - 21.9.4. Transportation of silt to adjacent, neighbouring or downstream properties;

- 21.9.5. Pollution of a watercourse;
- 21.9.6. Flooding or ponding on the Lands or adjacent lands;
- 21.9.7. Flooding or ponding caused by a watercourse overflowing its banks;
- 21.9.8. Hindering the orderly development of any lands;
- 21.9.9. Detrimental effect on the quality and quantity of water in a well;
- 21.9.10. Detrimental effect on any trees of a caliper of 75mm or more located on the lands, other than the area allowed to be tree cleared pursuant to the Agreement;
- 21.9.11. Detrimental effect on matters of inherent biological sensitivity such as, but not limited to aquifer recharge, soil permeability, water quality, and wildlife habitat;
- 21.9.12. Injury or destruction of other trees, which in the opinion of the Township could reasonably be avoided;
- 21.9.13. A detrimental effect to the growth and or harvest of fruit, vegetables or crops, landscaping and gardens;
- 21.9.14. A detrimental effect to the visual amenities of the land such that it constitutes an unreasonable interference with enjoyment of property;
- 21.9.15. Contamination of or the degradation of the environmental quality of land; or
- 21.9.16. A Nuisance to the Township or to the Developers of other Lands, to be determined in the sole and absolute discretion of the Township.
- 21.10. The Developer shall not undertake Site-Alteration activities that alter the natural drainage or any natural or human-made water course or water body in such a manner that will interfere with reasonable enjoyment of property or adversely affect the environment.
- 21.11. The Developer shall ensure that erosion and sedimentation control measures are provided around any area that may be disturbed in a manner satisfactory to the Township prior to the commencement of the Site Alteration, and shall be maintained in good working order until the Site has been stabilized and fill operations completed.
- 21.12. The Developer acknowledges that all fill shall be properly compacted using acceptable engineering practices, as appropriate, unless it is being stockpiled on the Site for future use in accordance with all applicable by-laws and zoning for the Township, and grading plans and timelines as approved by the Township.
- 21.13. The Developer agrees to:
 - 21.13.1. Submit the prescribed fees payable to the Township including the application fee, road maintenance security and any other required securities;
 - 21.13.2. Retain a qualified consultant or Qualified Person approved by the Township to undertake any tests or studies that the Township deems necessary to complete any background studies;

21.13.3. Retain a qualified consultant or Qualified Person to prepare a report or reports, to the satisfaction of the Township, that demonstrate how the proposed operations reconcile to the Ministry of the Environment, Conservation and Parks document entitled, "Management of Excess Soil - A Guide for Best Management Practices"; and

21.13.4. Retain a qualified consultant or Qualified Person to prepare, implement and supervise a Fill Management Plan, that shall contain such items as are required in the sole discretion of the Township and shall be in conformity with the Ministry of Environment, Conservation and Parks' Management of Excess Soil - A Guide for Best Management Practices.

21.14. The Developer is required to notify the Township of the commencement, the completion and of the various stages of performance of the Site Alteration and to make the commencement, the completion and the various stages available for inspection by the Township or its agents.

21.15. The Developer shall not make a material change or cause a material change to be made to a plan, specification, document or other information which provide the basis for which approval was granted without first notifying, filing written details and obtaining the authorization of the Township.

21.16. These Sections shall apply to the Development as applicable and as required by the Township.

22. Site Alteration Offences and Penalties

22.1. If after inspection, the Township is satisfied that a contravention of this Agreement has occurred in relation to any Site Alteration, the Township shall notify the Developer of the particulars through a "Stop Work Order" and/or an "Order to Comply", pursuant to Section 444(1) or 445(1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended (the "Municipal Act"), and such orders shall contain:

22.1.1. The Municipal address and legal description of the land;

22.1.2. Reasonable particulars of the contravention(s); and

22.2. The period within which there must be compliance.

22.2.1. The Orders issued pursuant to this Section may require the Developer or anyone contracted by the Developer who has altered the grade of land, caused or permitted the grade to be altered contrary to the provisions of the Agreement, placed, dumped, cut or removed fill, caused or permitted fill to be placed, dumped or removed, stored soil, topsoil or any other fill material, or caused or permitted any other form of Site Alteration contrary to the provisions of the Agreement to, at their expense:

22.3. To cease all work in respect of the Site Alteration;

22.3.1. Remove the fill or other material;

22.3.2. Fill in any excavations or ponds; and/or

22.3.3. Complete all the work necessary to:

- 22.3.3.1. Eliminate any hazard or potential hazard resulting from the alteration of the grade or the placing, dumping, or removal of fill or other material and to restore the land to a condition of safety and/or its original environmental condition and/or stabilize all disturbed areas, to the satisfaction of the Township;
- 22.3.3.2. Restore the land to its former condition prior to the alteration of the grade of the land or to the placing, dumping, cutting or removal of the fill or other material on the land or other Site Alteration to the satisfaction of the Township; and
- 22.3.3.3. Undertake such further investigations on testing as required by the Township to identify the extent of any breach of this Agreement and do work to correct the contravention, as deemed appropriate by the Township.

22.4. Any Order and/or Notice referred to in this Agreement shall also contain:

- 22.4.1. The time frame in which the work contained in the Order must be carried out; and
- 22.4.2. A notice stating that if the work is not done in compliance with the Order within the period it specifies, the Township may issue a "Notice of Violation" and may complete any work at the Developer's expense.

22.5. Anyone who contravenes any provisions of the Township's Site Alteration Fill By-Law No. 2019-84, or an Order issued pursuant to the Agreement and/or pursuant to Section 444(1) or 445(1) of the Municipal Act, 2001, is guilty of an offence pursuant to Section 425 of the Municipal Act, 2001 and, upon conviction, is in breach of the Agreement and is liable for the fines and penalties set out in By-law No. 2019-84.

22.6. These Sections shall apply to the Development as applicable and as required by the Township:

23. Breach of Schedule of the External Works

23.1. If the Developer fails to install all of the External Works in accordance with the schedule of works ("Schedule of Works") provided to the Township's Engineer and incorporated into Schedule "C" attached, or having commenced to install the External Works fails to or neglects to proceed with reasonable speed or, in the event that the External Works are not being installed in the manner required by the Township's Engineer or if the External Works are found to perform unsatisfactorily by the Township's Engineer, it is agreed and understood that the Developer shall be deemed to be in default of this Agreement and the Township's Engineer, upon given seven (7) days written notice may, without further notice, enter upon the Developer's Lands and/or External Lands and proceed to supply all materials and do all the necessary works in connection with the installation of the External Works, including the repair or reconstruction of faulty work and the replacement of materials not in accordance with the specifications, and the costs thereof, together with the cost of engineering, shall be paid by the Developer upon demand and in accordance with the following terms:

- 23.1.1. The Township shall have, at its sole discretion, the option of deducting the total amount of the cost of the External Works from the Letter of Credit attached as Schedule "F", or billing the Developer; and
- 23.1.2. If the Township elects to bill the Developer and the Developer fails to pay the Township within thirty (30) days of the date of the bill, the money owing may be deducted from the Letter of Credit.

24. Failure to Complete External Works in Acceptable Manner

24.1. The Developer acknowledges and agrees that if the External Works as set out in the Engineering Design Drawings are not being carried out in an acceptable manner or the development of the Plan is not proceeding expeditiously to the satisfaction of the Township then the Township acting reasonably will have the right to require the Developer to cease any or all construction activities, as set out in the Agreement by written notice to the Developer.

25. Failure to Complete External Works

25.1. The Developer agrees that should they fail to complete any of the External Works, or any other work contemplated or required by the Agreement, or should they not complete any of the External Works or any other 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 External Works but the Township has the right to complete the External Works if it so chooses. The Developer agrees that the Township in its sole discretion shall have the right to enter onto the Developer's Lands and/or External 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.

26. General Breach

26.1. Upon default by the Developer of any of its obligations under this Agreement, the Township may cash in and retain the securities herein, and shall have the right to enter onto the Developer's Lands and/or External Lands to make safe all construction, and in addition the Township shall be at liberty to utilize the provisions of Section 427 of the *Municipal Act, 2001, S.O. 2001, c.25* (the "*Municipal Act*").

27. Remedies

27.1. If, under the terms of the Agreement, any of the following occur:

27.1.1. the Developer fails to post the securities required; or

27.1.2. the Developer fails to provide additional securities as required; or

27.1.3. any other substantial breach of the Agreement occurs and is not rectified by the Developer within seven (7) days of written request by the Township to do so.

27.2. Then the Developer is deemed to be in default of the Agreement and the Developer acknowledges that no further work will be completed on the External Works until the default has been remedied to the satisfaction of the Township.

28. As Constructed Drawings

28.1. The Developer acknowledges and agrees that prior to the acceptance of the External Works by the Township, the Developer's Engineer will provide "As Constructed Drawings" to the Township's Engineer. The Developer confirms that the Developer's Engineer will provide one set of "as constructed" drawings in both AutoCAD and PDF formats to the Township, prior to issuance of the Certificate of Substantial Completion and Acceptance for the Underground Works.

29. Inspection and Certificate of Substantial Completion and Acceptance for the Underground Works and/or the Aboveground Works

29.1. It is intended that the External Works will be constructed, inspected and approved and shall be operational before the issuance of any building permits for the Plan. When the Township's Engineer is satisfied that the Underground Works and/or the Aboveground Works are substantially completed and are working as intended, and the Township's Engineer has received confirmation that a Certificate of Substantial Performance has been issued by the Developer's Engineer, and advertised in accordance with the *Construction Act, R.S.O. 1990, Chapter C-30* (the "Construction Act"), the Township's Engineer shall issue the Certificate of Substantial Completion and Acceptance for the Underground Works and/or the Aboveground Works as applicable.

29.2. The Developer's Engineer must certify to the Township that the External Works have been properly constructed in accordance with the approved Engineering Drawings, and in according with good engineering practice, and must certify that all testing requirements have been fulfilled, following which the Township's engineer will complete its own inspections and list any minor deficiencies that may require correction, prior to the issuance of the Certificate of Substantial Completion and Acceptance for the Underground and/or the Aboveground Works

29.3. The Township may, in its absolute discretion, determine to withhold Certificate of Substantial Completion and Acceptance for the Underground Works and/or the Aboveground Works which will not be issued if the Developer is in default of any of the requirements of the Agreement.

29.4. The Township may, at its absolute discretion, issue separate Certificates of Substantial of Completion and Acceptance for the Underground Works and/or the Aboveground Works for Denney Drive, Gauley Drive, the Sewage Treatment and Collection System and Sanitary Sewers, the Stormwater Management Facility and Storm Sewer Outfall and the pedestrian crossing signals.

30. Maintenance Period

30.1. The Developer will be responsible for the repair and maintenance of the sewage treatment and collection system portion of the External Works as follows:

30.1.1. After 80% of the units in the Plans have received provisional occupancy permits, then for a period of one (1) year for the sewage pumping station;

30.1.2. For a period of two (2) years from the date of the Certificate of Substantial Completion and Acceptance of the Underground Works and/or the Aboveground Works for the reconstruction of Denney Drive, Gauley Drive construction, Stormwater Management Facility and Storm Sewer Outfall, and the pedestrian crossing signals at the intersection of Murphy Road and Denney Drive; and

30.1.3. These shall be called the "Maintenance Periods".

31. Failure to Maintain

31.1. If, during the 2-year maintenance period the Developer fails to carry out maintenance work within twenty-four (24) hours after receipt of a request from the Township, then the Township's Engineer may, without further notice, undertake the maintenance work and the total cost of the work, including engineering fees, shall be borne by the Developer.

- 31.2.** The Township shall have at its sole discretion, the option of deducting the total amount of the cost of the work from the Letter of Credit, or billing the Developer.
- 31.3.** If the Township elects to bill the Developer and the Developer fails to pay the Township within thirty (30) days of the date of billing, then the money owing may be deducted from the Letter of Credit.

32. Use of External Works by Township

32.1. The Developer agrees that:

- 32.1.1.** The External Works may be used by the Township or other authorized persons for the purposes for which the External Works are designed before the issuance of the Certificate of Substantial Completion and Acceptance of the Underground Works or Aboveground Works;
- 32.1.2.** This use shall not be deemed acceptance of the External Works by the Township; and
- 32.1.3.** This use shall not in any way relieve the Developer of his obligation in respect of the construction and maintenance of the External Works so used until issuance of the Certificate of Substantial Completion and Acceptance of Aboveground Works and/or Underground Works and expiry of the Maintenance and the Final Acceptance of the External Works by the Township.

33. Final Approval

- 33.1.** The Developer acknowledges and agrees that, should the Plan for any reason be refused final approval, construction/installation of the External Works shall cease, and the Developer agrees to accept full responsibility and obligation, financial and otherwise, for all servicing installed. Should the Plan be refused final approval the Developer agrees to remove servicing or rectify any situation including all restoration as a result of construction to the satisfaction of the Township, if requested by the Township to do so.
- 33.2.** That notwithstanding that it received Draft Plan Approval for the Plan, the Township is not guaranteeing that the Developer will receive final approval for the Plan. Any work completed by the Developer including but not limited to grading or the construction of services, is being completed at their sole risk and expense. The Developer further acknowledges and agrees that whether or not the Plan receives final approval, the Developer may be required to move and/or revise any of the work (including municipal services) previously completed by it, notwithstanding any prior inspections by the Township or the Township's Engineer.

34. Access

- 34.1.** The Developer agrees to permit unrestricted access to the Developer's Lands and/or the External Lands, for the Township and its agents, and for the various authorities involved with approval of the Plan and construction of services, for the purposes of inspection of construction activities and services relating to the External Works.

35. Access Roads

- 35.1.** 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.

36. Signs

- 36.1.** The Developer agrees to construct, at their expense, signs at each access point to the

External Lands stating that the property is "PRIVATE PROPERTY" and "NO ACCESS IS PERMITTED AT ANY TIME". The signs shall be at least 1.2 metres by 1.2 metres and the lettering and colouring shall be to the Township's satisfaction. The signs shall not be removed until the Subdivision Agreement has been executed at which time signs as required by the Subdivision Agreement must be posted in their place.

37. Damage to Existing Road, Structure and/or Plant

37.1. The Developer shall repair any damages caused to any existing road, structure or plant, and shall pay for any cost involved in the relocation of the existing services, such as hydrants, telephone poles, etc. which become necessary because of the construction of the External Works. The Developer acknowledges that any such repairs shall be approved by the Township's Engineer. In this regard, the Developer's Engineer shall arrange for an inspection with the Township's Manager of Public Works and the Township's Engineer for the purpose of compiling an inventory of existing conditions. Otherwise, the Township's Manager of Public Works assessment of conditions prior to construction will be final.

38. Emergency Repairs

38.1. Employees or agents of the Township may enter onto the Developer's Lands and/or External Lands at any time for the purpose of making emergency repairs to any of the External Works. Such entry and repairing shall not be deemed an acceptance of any of the External Works by the Township, or an assumption by the Township of any liability in connection with the External Works or a release of the Developer from any of his obligations under this Agreement. All costs associated with such emergency repairs are at the expense of the Developer.

39. Replacement of Survey Bars

39.1. Prior to issuance by the Township of the Certificate of Substantial Completion of Aboveground Works, the Developer agrees to supply a statement from an Ontario Land Surveyor approved by the Township, that after the completion of the External Works, he has found or replaced all survey monuments and iron bars as shown on the Plan. The statement must be dated within one (1) month of the date of acceptance.

40. Stormwater

40.1. The Developer covenants and agrees to take any and all necessary steps, to the satisfaction of the Township's Engineer, to ensure that stormwater flows and sediment wash-off are controlled to the extent that downstream lands are protected from nuisance and/or damage.

40.2. The Developer covenants and agrees to install temporary fencing around the stormwater management facilities for safety purposes, to the satisfaction of the Township.

41. Siltation and Erosion Control

41.1. The Developer agrees to complete the External Works as required by the agencies where they relate to pre-servicing and construction activities and to provide and maintain all siltation and erosion control facilities during and after construction to the satisfaction of the Township, the Nottawasaga Valley Conservation Authority, the Ministry of Natural Resources and Forestry, County of Simcoe, Department of Fisheries and Oceans, Ministry of Transportation (Ontario) and the Simcoe County District Health Unit as required by the conditions of Draft Plan Approval.

42. Trees

42.1. The Developer shall remove only those trees required for the installation of the said underground services, as determined in the field by the Developer's Engineer and specialist and approved by the Township in writing. The Developer agrees to ensure

compliance with the County of Simcoe Tree Cutting By-law, if applicable.

42.2. All dead and diseased trees, including limbs and stumps, shall be removed from within the limits of the External Lands. All stumps and tree trunks shall be disposed of in an approved disposal site.

42.3. All healthy trees removed by the Developer without approval of the Township, except as provided for under this Section, shall be replaced by the Developer at its expense to the Township's satisfaction.

43. Dust Control

43.1. The Developer shall be fully responsible for and take all the necessary steps to prevent any dust problems to traffic or local residents, to the satisfaction of the Township's Engineer.

43.2. The Developer shall be fully responsible for the costs of cleaning up dust deposited on adjacent buildings, structures, and lands, as a result of dust being generated from the development of the Plan. The clean-up must be completed in a time frame satisfactory to the Township.

43.3. 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.

43.4. 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.

43.5. The Developer acknowledges and agrees that the Letter of Credit deposited with the Township will include an amount for Dust Control, which amount 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 Securities held by the Township.

43.6. 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 Dust Control deposit and then from any other Securities held by the Township. 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 Dust Control deposit or any other Securities held by the Township.

44. Construction Refuse

44.1. The Developer acknowledges and agrees that all construction refuse and debris from the Plan must be disposed of in an orderly and sanitary fashion in an existing County of Simcoe landfill site.

44.2. The Developer acknowledges that the Township is not responsible for the removal or disposal of refuse and debris.

44.3. The Developer acknowledges and agrees that no refuse or debris is to be deposited on areas of the Plan not under construction.

- 44.4. 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.
- 44.5. The Developer acknowledges and agrees that the Letter of Credit deposited with the Township will include an amount for the cost of the removal or disposal of refuse and debris, which amount 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 Securities held by the Township.
- 44.6. 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 Construction Refuse deposit and then from any other Securities held by the Township. 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 Construction Refuse deposit or any other Securities held by the Township.

45. Mortgages

45.1. All Mortgagees consent to and agree to:

- 45.1.1. be bound by the terms of this Agreement;
- 45.1.2. to postpone their interest in the Developer's 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;
- 45.1.3. 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 Developer's 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;
- 45.1.4. that the Township shall be entitled to recover any amounts owed to it pursuant to the Agreement upon the sale or distribution of the Developer's Lands in priority to the interest of any Party hereto and prior to the interest of any subsequent encumbrancers or owners of the Developer's Lands;
- 45.1.5. all Mortgagees agree that in the event of becoming owner or otherwise gaining control of all or part of the Developer's 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
- 45.1.6. that in the event of a sale or conveyance of all or part of the Mortgagee's interest in the Developer's 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.

46. Government Approvals

- 46.1. The Developer agrees that it shall forthwith obtain any and all other governmental approvals necessary for the development herein and that it shall submit to the Township all the normal and usual plans and documents which may be required by the Township.

47. Applicable Laws

- 47.1. In constructing, installing or providing the External Works, 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 *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.
- 47.2. 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.
- 47.3. 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.

48. Other Applicable Laws

- 48.1. 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 Developer's Lands and the External Lands.

49. Subdivision Agreement

- 49.1. The Developer acknowledges and agrees that the Township in the Township's sole and unfettered discretion may decide when to accept the Township services to be constructed by the Developer pursuant to the terms of the Agreement which may occur any time after the Township services have been completed, inspected and approved by the Township.

50. Staging

- 50.1. The Township and the Developer agree that the External Works may be divided into Stages for construction purposes.
- 50.2. The Township and the Developer agree that Stage 1 shall include the lands set out as the Stage 1 External Lands, in Schedule "A" attached.
- 50.3. The Developer agrees to construct the Works as set out in Schedule "D" attached, in accordance with specifications approved by the Township's Engineer for each Stage of

the External Works.

50.4. The Developer acknowledges and agrees that the External Works for Stage 2 cannot commence until all approvals have been obtained from the Township as required, all engineering plans for Stage 2 have been approved by the Township and the Township's Engineer, and all additional required Securities have been deposited with the Township.

50.5. The Developer agrees that no subsequent Stage will be permitted to proceed unless and until the Township and Developer come to terms on all items contained in the Agreement, which may be in the form of an amendment to the Agreement or a new agreement, with respect to the development of any subsequent Stage.

50.6. The Developer agrees that the Securities deposited under the Agreement are only those Securities required to secure the due completion of the necessary services for the first Stage of the External Works. Each successive Stage will require a separate assessment of the Securities required for the completion of that Stage.

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

51.1. The Developer agrees to pay to the Township all costs incurred by the Township relating to the approval, registration, and completion of the development, and for the construction and installation of the External Works, 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, engineering evidence, and/or planning evidence at any Local Planning Appeal Tribunal hearing, or otherwise required in the process of Draft Plan Approval, including negotiations involving the Township or appeals by the Developer of draft plan conditions, 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 or proceeding to develop the Developer's Lands or External Lands.

51.2. The Developer agrees to pay to the Township, the Township's ongoing costs for all matters relating to: legal, planning, administrative (including public works), peer review consultants, other consultants, external contractors, and engineering costs, plus all applicable taxes, for all items including but not limited to: checking plans, reviewing specifications, inspecting the External Works, ongoing administration of the Agreement and the subdivision, enforcement of any term of the Agreement including any matter that arises as a result of the Township entering into the Agreement, and the Developer developing the Developer's Lands and the Township Lands whether due to any direct action taken by the Developer or not, or which may arise indirectly as a result of the Developer developing the Developer's Lands and the Township Lands. This shall include any negotiations or discussions with the Developer, the Developer's lawyers, engineers, other parties retained by the Developer, or any other party howsoever related to the Development including any negotiations surrounding, or challenges to any draft plan conditions, or as a result of the Developer challenging any matter arising pursuant to the Agreement including but not limited to legal and engineering costs, and for all other costs incurred by the Township for the legal or engineering review of any aspect of the Agreement, including any legal opinions required by the Township for any matter relating to or arising from the Developer entering into the Agreement. This also includes any requirement for the Developer to enter into any Agreement Amendments in the future, that in the sole and absolute discretion of the Township are deemed to be required by

4a

the Township. The Developer agrees that legal costs shall include any additional title searching or legal opinions required for any Agreement Amendments. The Developer further agrees that all such costs set out herein shall be invoiced to and paid by the Developer.

- 51.3. 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.
- 51.4. 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.
- 51.5. The Developer understands and agrees that accounts will be submitted to the Developer either through the Township or directly from the Township's Engineer, planners and legal counsel 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.
- 51.6. 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.
- 51.7. 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.
- 51.8. The Developer further agrees that all engineering costs incurred and to be paid for by it under the Agreement, shall be levied according to the Tariff set out by the Association of Professional Engineers of Ontario.
- 51.9. The Developer shall deal directly with Hydro One Networks Incorporated and all other utility commissions and companies. The Developer or the Developer's Engineer shall obtain all approvals and permits and pay all fees and charges directly to the utility until the Certificate of Maintenance and Final Acceptance is issued.

52. Taxes, Drainage, Local Improvement Charges and Other Charges

- 52.1. The Developer agrees to pay the following charges prior to execution of the Agreement by the Township:
 - 52.1.1. All taxes levied on the Developer's Lands in accordance with the Assessment and the Collector's Roll entries until the Developer's Lands have been subdivided and assessed and entered on the Collector's Roll according to the Plan, including any arrears of taxes and costs;

53. Securities

- 53.1. Before signing the Agreement, the Developer will deposit with the Treasurer of the Township 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 format as set out in Schedule "F" in the amount of one hundred and ten percent (110%) of the total estimated costs of the External Works.

- 53.2. 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.
- 53.3. The 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.
- 53.4. Before depositing the securities, the Developer's Engineer shall submit an estimate of the cost of the External Works to the Township for approval. When the cost estimate has been approved it will be set out in Schedule "C".
- 53.5. 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 External 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 or any requirements of the Township for any other Plans of Subdivision of the Developer, being developed in the Township of Essa, or other Phases or Stages of this development, 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.
- 53.6. In the event of an increase to the estimated cost of the External Works, the Township 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.
- 53.7. 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.
- 53.8. The Developer agrees that the cost estimate of the Works as set out in Schedule "C" attached will be reviewed and up-dated by the Township's Engineer prior to the start of construction of Stage 2.

54. Reduction in Securities

- 54.1.** As the Works proceed the Developer has the right to apply to the Township once every ninety (90) days to request a reduction in the cash deposit or Letter of Credit in accordance with the formula that is set out further in this Section. Once the Developer has applied to the Township for a reduction in Securities, the Township, in its sole and absolute discretion, shall decide whether to grant the reduction in Securities, and if the Township elects to grant the reduction, the Township shall pass a Resolution or By-law authorizing the reduction of the Securities, prior to any reductions being processed by the Township.
- 54.2.** The Township and the Developer agree that the amount of the reduction in Securities shall be calculated by taking the cost of the Works installed to the date of the request for a reduction in Securities, and subtracting from this amount the following:
- 54.2.1.** ten percent (10%) of the total estimated cost of Works as set out in Schedule "C" attached, as a maintenance holdback; and
 - 54.2.2.** fifteen percent (15%) of the total cost of the installed Underground Works and Aboveground Works to date as a security holdback; and
 - 54.2.3.** the sum of all previously granted reductions in Securities; and
 - 54.2.4.** any increase in the estimated cost to complete the Works not reflected in Schedule "C" attached.
- 54.3.** The Developer agrees that when applying for a reduction of Securities it shall supply the Township with a record of accounts paid in prescribed form and a statutory declaration that all accounts for Works and materials have been paid, except for normal holdbacks, and that there are no claims for liens or otherwise in connection with work done or materials supplied, for, or on behalf of the Developer in connection with the Plan.
- 54.4.** When the Certificate of Substantial Performance for Underground Works has been issued by the Developer's Engineer and advertised in accordance with the Construction Act, and sixty (60) days have elapsed with no claim for lien having been registered, and the Certificate of Substantial Performance for Underground Works has been accepted by the Township's Engineer, the Developer may make application for an additional reduction in the Securities of up to ten percent (10%) of the total cost of the installed Underground Works. The Developer acknowledges that once the Township's Engineer has accepted the Developer's Engineer's Certificate of Substantial Performance for Underground Works, the Township's Engineer may recommend to the Township that the Township issue the Certificate of Substantial Completion and Acceptance for Underground Works which if issued will then commence the applicable Maintenance Periods. Once the Township accepts the recommendation to issue the Certificate of Substantial Completion and Acceptance for Underground Works, a copy of the Certificate will be provided to the Developer by the Township. The Developer acknowledges that even though the Township's Engineer has recommended that the Township issue the Certificate of Substantial Completion and Acceptance for Underground Works, the Township may in its sole and absolute discretion choose whether not to pass a By-law authorizing the issuance of the Certificate of Substantial Completion and Acceptance for Underground Works. The Developer acknowledges and agrees that the Township in its sole and absolute discretion may also extend the Maintenance Periods as required, if all maintenance obligations and other developer's obligations have not been completed to the Township's satisfaction.

54.5. When the Certificate of Substantial Performance for Aboveground Works has been issued by the Developer's Engineer and advertised in accordance with the Construction Act, R.S.O. 1990, c. C-30 and sixty (60) days have elapsed with no claim for lien having been registered, and the Certificate of Substantial Performance for Aboveground Works has been accepted by the Township's Engineer, the Developer may make application for an Additional reduction in the Securities of up to ten percent (10%) of the total cost of the installed Aboveground Works. The Developer acknowledges that once the Township's Engineer has accepted the Developer's Engineer's Certificate of Substantial Performance for Aboveground Works, they may recommend to the Township that the Township issue the Certificate of Substantial Completion and Acceptance for Aboveground Works which if issued will commence the applicable Maintenance Periods. Once the Township accepts the recommendation to issue the Certificate of Substantial Completion and Acceptance for Aboveground Works a copy of the Certificate will be provided to the Developer by the Township. The Developer acknowledges that even though the Township's Engineer has recommended that the Township issue the Certificate of Substantial Completion and Acceptance for Aboveground Works, the Township in its sole and absolute discretion choose whether or not to pass a By-law authorizing the issuance of the Certificate of Substantial Completion and Acceptance for Aboveground Works. The Developer acknowledges and agrees that the Township in its sole and absolute discretion may also extend the Maintenance Periods as required, if all maintenance obligations and other developer's obligations have not been completed to the Township's satisfaction.

55. Insurance

55.1. The Developer agrees to provide to the Township and the Township's Solicitor, prior to execution of the Agreement by the Township, 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 External Works are finally accepted and assumed by the Township and the Maintenance Period has expired.

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

55.1.1.1. Commercial General Liability Insurance of not less than Five Million Dollars (\$5,000,000) per occurrence;

55.1.1.2. non-owned automobile liability;

55.1.1.3. cross liability and severability of interest;

55.1.1.4. forty-five (45) days' cancellation or material change notice to all additional insured;

55.1.1.5. additional insured, as required; and

55.1.1.6. blasting if applicable.

- 55.1.2. 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.
- 55.1.3. 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.
- 55.1.4. 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.
- 55.1.5. 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.
- 55.1.6. 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.

56. Developer's Liabilities & Indemnity

- 56.1. 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 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.
- 56.2. 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 External Works including inspection of the External 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.

57. Change in Ownership

57.1. In the event of any transfer of any beneficial ownership of interest in the Developer's Lands or in the event of any change in the ownership of the principals of the Developer, then, at the sole discretion of the Township, the Agreement may be terminated upon written notice by the Township to the Developer.

58. Notice

58.1. Where the Agreement requires notice to be delivered by one Party to the other, such notice shall be in writing and delivered either personally or by email at the addresses noted below. Notice shall be deemed to have been given on the date of delivery.

Township:

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

Attention: Colleen Healey-Dowdall, CAO
Tel: (705) 424-9770
Email: chealey@essatownship.on.ca

Developer:

BROOKFIELD RESIDENTIAL (ONTARIO) LIMITED
3381 Steeles Avenue
Suite 100
Toronto, Ontario M2H 3S7

Attention: Rayna Thompson, Director Land Development
Tel: 905-948-5003
Email: Rayna.thompson@brookfieldpropertiesdevelopment.com

Mortgagee:

C.L. MARSHALL FARMS LIMITED
122 Murphy Road
Angus, ON L0M 1B1
Attention: Charles L. Marshall, President
Tel: 705-424-5078
Email: marshdev2003@yahoo.com

or such other address, email address as the Developer has provided the Township's Clerk in writing and any notice emailed or delivered shall be deemed good and sufficient notice under the terms of this Agreement.

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

59.1. 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,

4a

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.

60. Agreement Not to be Called into Question

60.1. 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 the Agreement and the Parties are entitled to all remedies arising from it, notwithstanding any provision of Section 51 of the *Planning Act*, interpreted to the contrary. The Township and the Developer 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 any Party. The Developer further agrees that it shall not take the benefit of the Agreement and allege entitlement to any greater rights than as set out in this Agreement. The provisions of this paragraph may be plead by any Party in any action or proceeding as an estoppel of any denial of such right.

61. No Fettering of Discretion

61.1. 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.

62. Severability and Enforceability

62.1. 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.

63. Waiver

63.1. 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.

64. Further Assurances

64.1. 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.

65. Entire Agreement

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

66. Extension of Time

66.1. 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

44

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.

67. No Modification

67.1. 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.

68. Interpretation of Agreement

68.1. 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.

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

68.3. 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.

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

68.5. 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.

68.6. 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.

69. Registration of Agreement

69.1. The Developer consents to the registration of the Agreement by the Township on the Developer's Lands, in the sole discretion of the Township.

69.2. The Developer consents to the registration of any additional agreements with the Township amending, adding to, or deleting any of the terms of the Agreement on the Developer's Lands, in the sole discretion of the Township.

70. Effective Date

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

71. Schedules

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

- Schedule "A" - Description of Developer's Lands, Township Lands and External Lands;
- Schedule "B" and "B-1" - Reduced (PDF) copy of draft Plans;
- Schedule "C" - Description and Estimated Cost of External Works to be Constructed by Developer;
- Schedule "D" - Description of Works and List of Engineering Design Drawings;
- Schedule "E" - Engineering Design Standards and Specifications;
- Schedule "F" - Form of Letter of Credit; and

4a

Schedule "G" - Haul Route Plan.

72. Governing Law

72.1. The 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.

73. Enurement

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

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

DATED at _____, **on the** _____ **day of** _____, **2020**

THE CORPORATION OF THE TOWNSHIP OF ESSA

Per: _____
Name: Sandie Macdonald
Title: Mayor

Per: _____
Name: Lisa Lehr
Title: Clerk

We have authority to bind the corporation.

DATED at _____, **on the** _____ **day of** _____, **2020**

BROOKFIELD RESIDENTIAL (ONTARIO) LIMITED

Per: _____
Name: Peter Schut
Title: ASO

Per: _____
Name: David Murphy
Title: ASO

We have authority to bind the corporation.

46

4a

DATED at _____, on the _____ day of _____, 2020

C.L. MARSHALL FARMS LIMITED

Per: _____
Name: Charles L. Marshall
Title: President

Per: _____
Name: Louise P. Marshall
Title: Secretary

We have authority to bind the corporation.

q:\a4\p4.247\p4.247.083\external works agreement\draft external - apr 27, 2020 (clean).docx (amf)

47

SCHEDULE "A"

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

DESCRIPTION OF DEVELOPER'S LANDS

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) being:

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

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

Assessment Roll Number: 4321 010 007 15400

DESCRIPTION OF TOWNSHIP LANDS

Part of Lot 16, Concession 5, being Pts 1, 2 & 3, Plan 51R-41354, Township of Essa, County of Simcoe, being all of PIN 58111-0347 (LT)

DESCRIPTION OF EXTERNAL LANDS

Part 1 on Plan 51R-41354, being the Stormwater Management Facility and Storm Sewer Outfall, and Part 3 on Plan 51R-41354, being Gauley Drive, Denney Drive, the Sewage Treatment and Collection System and Sanitary Sewers in a location to be confirmed, and pedestrian crossing signals at the intersection of Murphy Road and Denney Drive.

SCHEDULE "B"

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

A reduced copy of the unregistered M-Plan for Phase 1 is attached.

4a

ATTACHMENT – Unregistered M-Plan – Phase 1

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SCHEDULE "B-1"

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

A reduced copy of the unregistered M-Plan for Phase 2 is attached.

4a

ATTACHMENT – Unregistered M-Plan – Phase 2

SCHEDULE "C"

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

**Description and Estimated Cost of External Works
to be Constructed by Developer**



EXTERNAL SERVICING AGREEMENT
COST ESTIMATE

Project No: 1941
Date: April 9 2020
Owner: Brookfield
Residential
(Ontario) LP

SUMMARY PAGE
STAGE 1 - 40M SOUTH OF FELHAZI DRIVE to 600M NORTH OF DEVELOPMENT BOUNDARY
MARSHALL SUBDIVISION (BAXTER)

TENDER SUBMITTED BY: Engineer's Estimate

Item	Total - Phase 1	Total - Phase 2	Externals
SECTION 1 - SITE SERVICING, ROADWORKS, DENNEY DRIVE (FRONTING SITE) AND SWM POND			
A. Mobilization and Site Preparation	\$0.00	\$0.00	\$38,000.00
B. Sanitary Sewers Stage 1	\$0.00	\$0.00	\$144,962.00
C. Storm Sewers Stage 1	\$0.00	\$0.00	\$453,652.00
D. Clean Water Collector Stage 1	\$0.00	\$0.00	\$226,475.00
E. Watermain and Appurtenances Stage 1	\$0.00	\$0.00	\$84,250.00
F. Service Connections Stage 1	\$0.00	\$0.00	\$35,510.00
G. Stormwater Management Facilities	\$0.00	\$0.00	\$883,615.50
H. Denney Drive External Site Servicing and Roadworks	\$0.00	\$0.00	\$15,293.00
Sub Total Section 1	\$0.00	\$0.00	\$2,381,757.50
10% Engineering and Contingencies	\$0.00	\$0.00	\$238,175.75
TOTAL SECTION 1	\$0.00	\$0.00	\$2,619,933.25
SECTION 2 - SWM POND OUTFALL			
A. Mobilization and Site Preparation			\$507.00
B. Removals			\$17,592.00
C. Storm Sewers			\$702,715.00
D. Roadworks			\$95,016.46
Sub Total Section 2	\$0.00	\$0.00	\$815,266.46
10% Engineering and Contingencies	\$0.00	\$0.00	\$81,526.65
TOTAL SECTION 2	\$0.00	\$0.00	\$896,793.11

Item	Total - Phase 1	Total - Phase 2	Externals
SECTION 3 - GAULEY DRIVE			
A. Gauley Drive			\$92,841.50
Sub Total Section	\$0.00	\$0.00	\$92,841.50
10% Engineering and Contingencies	\$0.00	\$0.00	\$9,284.15
TOTAL SECTION 3	\$0.00	\$0.00	\$102,125.65
LANDSCAPING			
Pond Landscaping	\$0.00	\$0.00	\$245,210.00
10% Engineering and Contingencies	\$0.00	\$0.00	\$24,521.00
TOTAL	\$0.00	\$0.00	\$269,731.00
STREET LIGHTING (DENNEY DRIVE) AND INTERSECTION PEDESTRIAN SIGNALIZATION			
Street Lighting (Gauley Drive)	\$0.00	\$0.00	\$23,000.00
Street Lighting (Externals - Denney Drive)	\$0.00	\$0.00	\$63,116.00
Intersection Pedestrian Signalization (Denney Drive & Feluzzi Trail)	\$0.00	\$0.00	\$43,408.00
Intersection Pedestrian Signalization (Denney Drive & Murphy Road)	\$0.00	\$0.00	\$43,859.00
Sub Total	\$0.00	\$0.00	\$173,413.00
10% Engineering and Contingencies	\$0.00	\$0.00	\$17,341.30
TOTAL	\$0.00	\$0.00	\$190,754.30
GRAND TOTAL	\$0.00	\$0.00	\$1,079,330.71

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

SCHEDULE "D"

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

Description of Works and List of Engineering Design Drawings

SUBDIVISION SERVICING AND STORMWATER MANAGEMENT FACILITY		
SCS Consulting Group Inc.		
415	DENNEY DRIVE	STA. 1+000 to STA. 1+280
416	DENNEY DRIVE	STA. 1+280 to STA. 1+580
417	DENNEY DRIVE	STA. 1+580 to STA. 1+880
418	DENNEY DRIVE	STA. 1+880 to STA. 2+180
419	DENNEY DRIVE	STA. 2+180 to STA. 2+460
508	DENNEY DRIVE / MURPHY ROAD CROSS-SECTIONS	
509	DENNEY DRIVE GRADING PLAN	
510	DENNEY DRIVE CROSS SECTIONS 1	
511	DENNEY DRIVE CROSS SECTIONS 2	
601	STORMWATER MANAGEMENT FACILITY	
602	SWM FACILITY DETAILS 1	
603	SWM FACILITY DETAILS 2	

4a

SCHEDULE "E"

ENGINEERING DESIGN STANDARDS AND SPECIFICATIONS

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

Township of Essa Engineering Design Standards and Specifications dated November 25, 1989, as amended, located in the Township of Essa offices.

56

42

SCHEDULE "F"

Note: It is understood and agreed that this Schedule forms part of
The Corporation of the Township of Essa External Works 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.

4a

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

58

SCHEDULE "G"

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

HAUL ROUTE PLAN

*



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: PD017-20

DATE: May 6th, 2020

TO: Committee of the Whole

FROM: Aimee Powell, BURPI., MPA, MCIP, RPP
Manager of Planning & Development

SUBJECT: Briarwood Developments Ltd. Request for Extension of
Draft Plan Approval and Sewage Allocation

RECOMMENDATION

That Staff Report PD0017-20 be received; and

That Council consider granting an extension of the Briarwood Developments Draft Plan Approval and sewage allocation for the subdivision lands located at 365 Centre Street, Angus, for an additional 3-years, from June 6th, 2020 to June 6th, 2023.

BACKGROUND

The Briarwood Developments Ltd. Subdivision, located at 365 Centre Street, northwest of Centre Street and the 5th Line in Angus, is a 156-lot residential development, with a Stormwater Management Facility Block, two Open Space Blocks, and a Park Block. Draft Plan Approval was received on June 14th, 2007, for 156 40-foot lots. The current Draft Plan Conditions were approved on June 14th, 2018. Attachment 'A' of this Report is a copy of the Draft Plan Conditions that are subject to this request for extension.

Between 2019 and 2020 year-to-date, the following requests have been brought forward for Council approval on behalf of Briarwood Developments Ltd:

- A Zoning By-law Amendment was achieved in 2019 through the passing of by-law 2019-23. This amendment allowed for a reduction in the rear yard setbacks and an increase in lot coverage from 40% to 45% on certain lots only.
- The Township entered into a Model Home Agreement with the developer, in order to construct two model homes fronting onto the future 'Wakefield Boulevard'.
- The Township entered into an Earthworks Agreement with the developer.

4b

On April 3rd, 2020, the Applicant's Planning Consultant, Helen Lepek, of Lepek Consulting Inc., made a request of Staff to seek Council's approval for an extension on the timing for conditions to be met, as well as sewage allocation on these lands, to June 6th, 2023. The consultant's formal request can be found in Attachment 'B' to this Report.

COMMENTS AND CONSIDERATIONS

The Township has never denied an extension to a Draft Plan Approval, and it is not a common practice by other local municipalities in instances where progress is being made by the developer to fulfill the remaining outstanding conditions. Briarwood Developments recently entered into both a Model Home Agreement and an Earthworks Agreement with the Township, which illustrates progress is being made, and it appears that the developer is working to bring this project to completion.

The request for extension has been made at least 60-days prior to the lapsing date of the Draft Plan Conditions, as per condition no. 38.

Not granting an extension would reduce the lands productivity, but also due to the on-going COVID-19 pandemic and Provincial Emergency Declaration, work may be unable to be completed in line with the original timelines for development. It is therefore beneficial for the Township to grant an extension to continue fostering appropriate growth in Essa. Although Council has previously extended requests of this nature in one-year increments, Staff deem a three-year extension reasonable given the unpredictable market impact that the COVID-19 Pandemic may have on the housing market. The Township's Engineer has signed-off on this request for an extension of their sewage allocation as it would not negatively impact the sewage allocation reserve for any developments to come within this timeframe.

From a planning perspective this subdivision development aligns with the intent and objectives of the Planning Act, as the application met all applicable policy and legislation at the time of approval. These lots being created will meet Essa's Official Plan policies and, with the passing of by-law 2019-23, will meet the Township's Zoning By-law standards.

FINANCIAL IMPACT

No direct impact to the Municipality. The Township would benefit in the future from the anticipated increased assessment resulting from the lands being developed, although there will also be further demand for services. This Development will be serviced by the Angus Sewage Treatment Plant, which was expanded in 1999. The funding of this expansion was justified through future development (on average 125 houses per year) repaying for expansion costs. It should be noted that year to date the Township has collected \$530,042.85 in Municipal Development Charges. The delay of development projects reduces the amount of Development Charges that will be collected by the Township this year.

61

Reviewed by Finance Department: _____

Landowner/Developer Account in Good Financial Standing: Yes No

SUMMARY/OPTIONS

Council may:

1. Take no further action.
2. Grant an extension of the Briarwood Developments Draft Plan Approval and sewage allocation for the subdivision lands located at 365 Centre Street, Angus, for an additional 3-years, from June 6th, 2020 to June 6th, 2023.
3. Direct Staff in another manner.

CONCLUSION

Option No. 2 is recommended.

Prepared by:

Respectfully submitted by:

Reviewed by:

Liam Munnoch

Liam Munnoch, BURPI
Junior Planner

Aimee Powell

Aimee Powell BURPI, MPA, MCIP,
RPP
Manager of Planning &
Development

C Healey

Colleen Healey-Dowdall CAO

Attachments:

- A. Conditions of Draft Plan Approval
- B. Letter of Request for Draft Plan Conditions and Sewage Allocation Extension
- C. Context Map

4b

ATTACHMENT A

Applicant: Queensbrook Developments Inc.
File No.: E-T-0503
Municipality: Township of Essa
Subject Lands: Part Lot 31, Concession 4

Date of Expiry: June 6, 2020

The Township of Essa's conditions to Final Plan Approval for registration of this Plan of Subdivision are as follows:

No. Conditions

1. That this approval applies to the draft plan of subdivision located at Part of Lot 31, Concession 4, Township of Essa, County of Simcoe, prepared by Lepek Consulting Inc., dated May, 2018, and showing a total of:
 - a. One hundred and fifty-six single family residential lots (Lots 1-156);
 - b. One park block (Block 158);
 - c. One stormwater management block (Block 157);
 - d. Two open space blocks (Blocks 160 & 161);
 - e. One road widening block (Block 162);
 - f. 0.3 metre reserves (Blocks 163-165); and
 - g. One future development block (Block 159).
2. That prior to final approval and registration, the appropriate zoning shall be in effect for the proposed subdivision.
3. That the road allowances included within the draft plan shall be dedicated as public highways to the Township of Essa without monetary consideration and free and clear of all encumbrances.
4. That all streets shall be designed and constructed in accordance with the Township of Essa's Engineering Design Standard Specifications and Drawings, to full urban standard, with a sidewalk along one side of the street.
5. That the road widening (Block 162) included within this draft plan shall be conveyed to the Township without monetary consideration, free and clear of all encumbrances, at the applicant's expense and to the satisfaction of the Township.
6. That the 0.3 metre reserves (Blocks 163-165) included within this draft plan shall be conveyed to the Township without monetary consideration, free and clear of all encumbrances, at the applicant's expense and to the satisfaction of the Township. Similarly, any other required 0.3 metre reserves or daylighting triangles shall be conveyed to the Township as necessary at no cost to the Township.
7. That prior to final approval and registration, a parkland dedication be provided to the Municipality to the satisfaction of the Municipality (Block 158).
8. That the Owner shall enter into a Subdivision Agreement with the Township of Essa, agreeing to satisfy all conditions, financial and otherwise, of the Township with regard to

63

Applicant: Queensbrook Developments Inc.
File No.: E-T-0503
Municipality: Township of Essa
Subject Lands: Part Lot 31, Concession 4

Date of Expiry: June 6, 2020

the provisions of engineering studies, road and municipal services, grading, water hydrants, LED streetlighting landscaping, fencing and payment of development charges.

9. That the Owner shall agree in the Subdivision Agreement, that such easements and land dedications as may be required for access, drainage, servicing, stormwater management, utilities and construction purposes shall be designed to the satisfaction of, and granted to the appropriate agencies or authorities, free and clear of all encumbrances, to the satisfaction of the Township of Essa and all appropriate agencies or authorities.
10. That the Subdivision Agreement be registered on title at the Owner's expense, and shall not be removed from title or otherwise released without the consent of the Township of Essa.
11. That the Owner shall agree in the Subdivision Agreement that the water distribution system for this plan shall be looped within this draft plan and with the existing watermain system on the periphery of this draft plan as necessary, and that allowances shall be made for the future servicing of parcels of land abutting this plan, if deemed appropriate by the Municipality.
12. That prior to final approval, a general an overall lot grading plan shall be prepared to the satisfaction of the Township Engineer. The grading design may be required to incorporate a "third pipe system" to allow for appropriate drainage to the storm sewers, to the satisfaction of the Municipality.
13. That prior to final approval, the Owner shall agree in the Subdivision Agreement to prepare and implement the following to the satisfaction of the Township and all site works shall be in strict accordance with these plan(s): A Tree Preservation and Landscape Design Plan. The Tree Preservation Plan should be prepared by a qualified Arbourist.
14. That the Owner shall agree in the Subdivision Agreement to prepare and to implement an Accessibility Plan to the satisfaction of the Township. This Plan shall consist of a listing of measures to be implemented to ensure accessibility. This listing of optional, barrier-free household features must be made available to the public for possible buy-in.
15. That the Owner shall agree in the Subdivision Agreement that all portions of public lands or highways which are not paved, and all drainage swales on public or private property, shall be graded and seeded/sodded in accordance with the standards of the Township of Essa.
16. That the Owner shall agree in the Subdivision Agreement that the services installed by the Owner shall be in accordance with the standards and specifications of the Township of Essa, and shall include stormwater management works, adequate pavement widths for roadways, sidewalks on one side of the street, LED street lighting, regulatory signs, street name signs, water hydrants and any other services or facilities as required to meet

4b

Applicant: Queensbrook Developments Inc.
File No.: E-T-0503
Municipality: Township of Essa
Subject Lands: Part Lot 31, Concession 4

Date of Expiry: June 6, 2020

the Township's Urban Local Roads Standard TESTD 101.01. Furthermore, the Subdivision Agreement will stipulate that hydrant markers be placed to the satisfaction of the Municipality. Furthermore, the Owner shall agree to consider installing residential sprinklers in homes to help sustain Essa's volunteer firefighting approach.

17. That prior to final approval, the Owner shall agree in the Subdivision Agreement that the streets and parks and other areas shall be named and a municipal numbering system be assigned to the satisfaction of the Township of Essa.
18. That the Owner shall agree in the Subdivision Agreement that occupancy permits for dwellings will not be issued until the Township of Essa is satisfied that adequate road access and servicing facilities are available to service the proposed development. In addition, prior to occupancy, each dwelling must portray in a clearly visible location, the assigned municipal address for purposes of emergency response.
19. That the Owner shall agree in the Subdivision Agreement to install, to the satisfaction of the Township, fencing in accordance with the standards of the Township of Essa. This may involve, but is not limited to: privacy (wooden) fencing along the rear of Lots 1-19 wherein these lots abut existing residential lots; chainlink fencing along the rear or sides of any lots abutting open space; chainlink fencing surrounding the Park Block; chainlink fencing surrounding the Stormwater Management Pond leaving a 3 metre walkway at the north end for pedestrian travel and connectivity along the Township's overall trail system.
20. That prior to final approval, the MOECC must issue an Environmental Compliance Approval (ECA) for the stormwater management plan and works and the water and sanitary works.
21. That prior to final approval or prior to any grading or construction on the site, the following shall be prepared and submitted to the satisfaction of the Township of Essa, the Ministry of Environment, and the Nottawasaga Valley Conservation Authority (NVCA):
 - a) a detailed Stormwater Management Report/Plan consistent with current standards;
 - b) An Erosion Control Plan;
 - c) A detailed Grading Plan;
 - d) A Geotechnical Report for the Stormwater Management Pond; and
 - e) A Landscape Plan for the Stormwater Management Pond.
22. That the Owner shall agree in the Subdivision Agreement, in wording acceptable to the NVCA and Township, to carry out or cause to be carried out the recommendations and measures contained within the plans and reports set out above, and further, that appropriate sediment and erosion control measures be installed and maintained as approved by the NVCA prior to any construction or grading.
23. That the Owner shall agree in the Subdivision Agreement, in wording acceptable to the

65

Applicant: Queensbrook Developments Inc.
File No.: E-T-0503
Municipality: Township of Essa
Subject Lands: Part Lot 31, Concession 4

Date of Expiry: June 6, 2020

NVCA, to ensure that all stormwater management facilities and erosion control measures will be employed first, prior to any mass grading and site alteration.

24. That the Owner shall agree in the Subdivision Agreement, in wording acceptable to the NVCA, to engage a qualified professional to certify in writing that the works were constructed in accordance with the plans, reports and specifications, as approved by the NVCA.
25. That prior to final plan approval, the Owner shall agree to pay all development fees to the NVCA as required in accordance with the NVCA's fees policy, under the Conservation Authorities Act.
26. That prior to final approval, the Township be advised in writing, by the NVCA, how conditions above have been satisfied.
27. That the Owner shall agree in the Subdivision Agreement to include in all offers of purchase and sale a statement which advises the prospective purchaser that the schools on designated sites in the community are not guaranteed. Attendance at schools in the area yet to be constructed is also not guaranteed. Pupils may be accommodated in temporary facilities and/or be directed to schools outside the area.
28. That the Owner shall agree in the Subdivision Agreement to include in all offers of purchase and sale a statement which advises the prospective purchaser that school busses will not enter cul-de-sacs, and pick up points will generally be located on through-streets convenient to the appropriate school board. Additional pick up points will not be located within the subdivision until major construction activity has been completed.
29. That prior to final approval, the Township be advised by the Simcoe County District and the Simcoe Muskoka Catholic District School Boards that they are satisfied that conditions above have been addressed.
30. That the Owner shall agree in the Subdivision Agreement to locate a pad for a Canada Post community mailbox, to be identified on the engineered drawings in an accessible location, with a street light in close proximity to the satisfaction of Canada Post and the Township, and that prior to final approval, the Township be advised, in writing, by Canada Post how this condition has been satisfied.
31. That the Owner shall agree in the Subdivision Agreement to coordinate the preparation of an overall utility distribution plan to the satisfaction of all affected utilities and authorities.
32. That the Owner shall grade all streets to final elevation prior to the installation of the gas lines, and provide the necessary field survey information required for the installation of the gas lines, all to the satisfaction of Enbridge Gas Distribution and that prior to final approval the Township be advised, in writing, by Enbridge Gas Distribution how this condition and the previous condition have been satisfied.

4b

Applicant: Queensbrook Developments Inc.
File No.: E-T-0503
Municipality: Township of Essa
Subject Lands: Part Lot 31, Concession 4

Date of Expiry: June 6, 2020

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33. The Owner shall agree in the Subdivision Agreement, in words satisfactory to Bell Canada or Rogers, to grant any easements that may be required for telecommunication services. Easements may be required subject to final servicing decisions. In the event of any conflict with existing Bell Canada facilities or easements, the Owner/Developer shall be responsible for the relocation of such facilities or easements.
 34. The Owner shall be required to enter into an agreement (or Letter of Understanding) with Bell Canada or Rogers complying with any underground servicing conditions imposed by the Municipality, and if no such conditions are imposed, the Owner shall advise the Municipality of the arrangement made for such servicing.
 35. That prior to final approval, the Township be advised, in writing, by Bell Canada or Rogers how conditions above have been satisfied.
 36. That prior to final approval, a copy of the lot grading and drainage plan and composite utility plan be submitted to Hydro One Networks Inc. (HONI) for review and approval, and the Owner shall make any required arrangements satisfactory to HONI for any encroachments and/or uses of a hydro right-of-way. Furthermore, proposals for detailed lighting and site servicing may also be required to be submitted, and a construction and encroachment agreement may be required to be entered into. The costs of any approvals, relocations or revisions to HONI facilities which are necessary to accommodate this subdivision will be borne by the Developer. The Owner should be aware that the proposed development may be within close proximity to a Transmission or Distribution station and if so, then additional requirements may be imposed.
 37. The Owner shall agree in the Subdivision Agreement that the intent of the letter dated September 21st, 1994, related to an east/west arterial road, including a bridge over the Nottawasaga River, shall be incorporated within the Subdivision Agreement. More specifically, the Owner shall agree that in addition to any other fees, levies, and charges payable by it to obtain building permits, the Owner shall pay an "Additional Local Service Charge" attributable to road improvements and bridge work for an east/west arterial road between County Road 10 and the 5th Line, known as Willoughby Road.
 38. That the draft plan approval is for a period of two (2) years. The Owner shall apply for any extension at least sixty (60) days prior to the lapsing date.
 39. That the developer submit a geotechnical report, or supplementary information or data to the already submitted report, to meet with the satisfaction of the NVCA and Township and suggesting acceptable remediation or methods to address soils concerns, prior to registration of the plan, with possible clauses in the subdivision agreement to address soils concerns.
 40. That the developer submit a geomorphology report, to meet with the satisfaction of the NVCA and Township, prior to registration of the plan.

67

Applicant: Quéensbrook Developments Inc.
File No.: E-T-0503
Municipality: Township of Essa
Subject Lands: Part Lot 31, Concession 4

Date of Expiry: June 6, 2020

4b

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41. That the developer submit an Environmental Impact Study, to meet with the satisfaction of the NVCA.
 42. That the draft plan be subject to revisions, if necessary, in order to accommodate for soils and other environmental and hazard-related issues which may be of concern, following a review and acceptance of a geotechnical, environmental and geomorphology report, including but not limited to providing for a larger stormwater pond block and modified lot configuration.

68

4b

Applicant: Queensbrook Developments Inc.
File No.: E-T-0503
Municipality: Township of Essa
Subject Lands: Part Lot 31, Concession 4

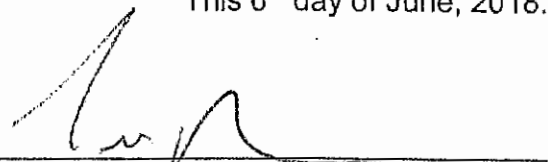
Date of Expiry: June 6, 2020

Notes to Draft Approval

1. It is the applicant's responsibility to fulfill the conditions of draft approval and to ensure that the required clearance letters are forwarded to the Approval Authority quoting file number **E-T-0503**.
2. It is suggested that the Owner be aware of Section 144 of the Land Titles Act and subsection 78(10) of the Registry Act. Subsection 144(1) of the Land Titles Act requires that a plan of subdivision of land that is located in a land titles division be registered under the Land Titles Act. Exceptions to this provision are set out in subsection 144(2). Subsection 78(10) of the Registry Act requires that a plan of subdivision of land that is located only in a registry division cannot be registered under the Registry Act unless the title of the owner of the land has been certified under the Certification of Title Act. Exceptions to this provision are set out in clauses (b) and (c) of subsection 78(10).

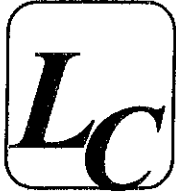
Subject to the conditions set forth above, this Draft Plan is approved under Section 51 of the Planning Act R.S.O 1990, Chapter 13, as amended.

This 6th day of June, 2018.



Terry Dowdall, Mayor, Essa Township

69



LEPEK CONSULTING INC.
LAND USE PLANNING AND DEVELOPMENT CONSULTING

April 3, 2020

email
Township of Essa
Planning Department
5786 County Road 21,
Utopia, ON L0M 1T0
Attention: Ms. Aimee Powell, Manager

Dear Ms. Powell:

Re: Briarwood Developments Ltd. Township of Essa
Part of Lot 30 Concession 4
File No. E-T-0503 Extension to draft approval.

We are requesting an extension to draft approval issued on June 6, 2018 and which will expire on June 6, 2020.

We are also requesting an extension to the sewage allocation for these lands.

The \$2200 extension fee will be forwarded to you by Briarwood directly.

As you know, this project is finally under way. Our team has been working over these past few months on the model homes and on the engineering drawings.

Your email indicates you expect to take a report to Council as early as April 15, 2020. We request that that extension be from June 6, 2020.

If you have any questions or concerns, please do not hesitate to contact me.

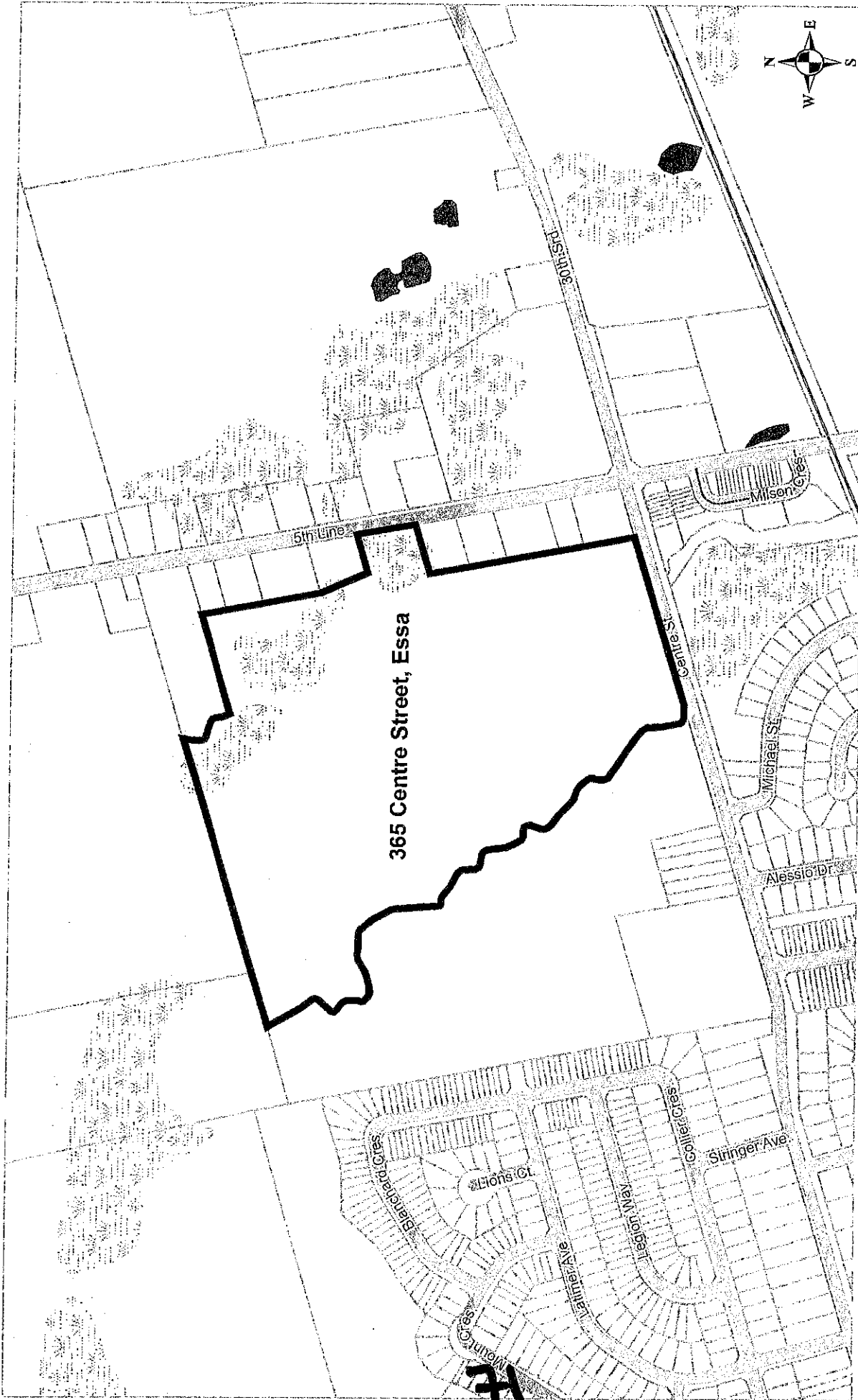
Please acknowledge receipt of this letter. Thank you.

Yours truly,
LEPEK CONSULTING INC.

Helen Lepek

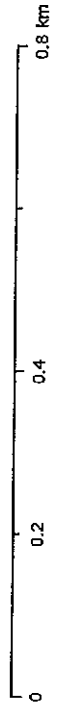
Copies: Briarwood Homes-- Enzo DiGiovanni F. Saponara
Valdor Engineering--D. Guigovaz

Schedule C - Context Map

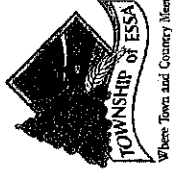


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April 24, 2020





TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: PD018-20

DATE: May 6th, 2020

TO: Committee of the Whole

FROM: Aimee Powell, BURPI., MPA, MCIP, RPP
Manager of Planning & Development

SUBJECT: Birchwood Estates Draft Plan Approval Request for Extension

RECOMMENDATION

That Staff Report PD018-20 be received; and

That Council consider granting an extension of the Birchwood Estates Draft Plan Approval for an additional three years, for the 18-lot residential development located at County Road 10 and 20th Sideroad, lying between Baxter and Angus, to July 29th, 2023.

BACKGROUND

The Township has received a request from Innovative Planning Solutions, the Agent acting on behalf of Wynstar Developments Inc., to extend the Draft Plan Approval of the Birchwood Estates Subdivision, for an additional three years, ending on July 29, 2023. The Birchwood Estates of Essa Development consists of 18 single-detached estate residential lots, and a stormwater management block. The subdivision is located south of Angus, north of Baxter at County Road 10 and 20th Sideroad and is surrounded by rural and agricultural lands to the north and east, potential aggregate lands to the south, and C.F.B. Borden to the west.

Council has granted several extensions for Draft Plan Approval of this development. Please see 'Attachment A' of this report for the Draft Plan Approval Conditions. The Applicant's formal request for the one-year extension is attached to this report as 'Attachment B'.

COMMENTS AND CONSIDERATIONS

The Township has provided extensions to draft plan approval in cooperation with the developer who consistently demonstrates working towards fulfillment of the draft plan conditions. The Agent has identified that all Draft Plan Conditions have been fulfilled,

4c

however Staff are yet to be in receipt of verification of all the required clearances in this regard. In January 2020, Council agreed to enter into a Subdivision Agreement for the subject development. The Draft Agreement has been reviewed by the Applicant's Lawyer and is with our Township Lawyer for finalization.

The developer, to-date, has invested quite a lot of money in this property, and demonstrates their eagerness to bring this project to its completion. Not granting an extension would reduce the land's productivity/ability down to one single-family dwelling unit. From a planning point of view, the subdivision of 18 lots aligns with the intent and objectives of the Planning Act as the application met all policy and legislation at the time of approval. All lots will be created to meet with Essa's Official Plan policies and Zoning By-law standards.

FINANCIAL IMPACT

No direct impact to the Municipality. The Township would benefit in the future from the anticipated increased assessment resulting from the lands being developed, although there will also be further demand for services. It should be noted that year to date the Township has collected \$530,042.85 in Municipal Development Charges. The delay of development projects reduces the amount of Development Charges that will be collected by the Township this year.

Reviewed by Finance Department: _____

Landowner/Developer Account in Good Financial Standing: Yes No

SUMMARY/OPTIONS

Council may:

1. Take no further action.
2. Grant an extension of the Birchwood Estates Draft Plan Approval for an additional three years, for the 18-lot residential development located at County Road 10 and 20th Sideroad, lying between Baxter and Angus, to July 29th, 2023.
3. Direct Staff in another manner.

CONCLUSION

Option No. 2 is recommended.

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Respectfully submitted:

Reviewed by:

Aimee Powell

Aimee Powell, BURPI., MPA, MCIP, RPP
Manager of Planning & Development

Colleen Healey-Downall

Colleen Healey-Downall
CAO

Attachments:

- A. Conditions of Draft Plan Approval
- B. Letter of Request for Draft Plan Conditions Extension
- C. Context Map of Subject Development

74

4c

ATTACHMENT A

Applicant: 1862145 Ontario Inc
File No.: E-T-0201
Municipality: Township of Essa
Subject Lands: Part Lot 21, Concession 4

Date of Expiry: July 29, 2020

The Township of Essa's conditions to Final Plan Approval for Registration of this Plan of Subdivision are as follows:

No. Conditions

1. This approval applies to the draft plan of subdivision located at Part of Lot 21, Concession 4, prepared by Innovative Planning Solutions, July 7, 2017, to show a total of 18 residential lots, one street, 0.3 m reserves (Blocks 20 – 23), and a stormwater management block (Block 19). The stormwater will empty onto a retained parcel or remnant block known as Part 1 of 51R-37371 and this parcel of land should remain in a natural state in order to properly accept the stormwater discharge. There is also another retained parcel or remnant block to be set aside as Part 2 of 51R-37371.
2. The owner agrees that per the subdivision agreement, the road allowance shown as Street 'A' shall be built, named and dedicated as a public highway to the Township without monetary consideration and free of all encumbrances, to the satisfaction of the Township with regard to 911 emergency servicing.
3. The owner agrees that per the subdivision agreement, the road allowance shall be designed and constructed in accordance with the Township of Essa's Engineering Design Standard Specifications, to semi-urban standard – Special Semi-Urban Design Standards #TESTD100.02.
4. The owner agrees that per the subdivision agreement, the road allowance shall be designed to end in a hammerhead design. The developer shall place a 0.3 metre reserve around the sides of the hammerhead, to the satisfaction of the Manager of Public Works, to restrict access to Part 1 of 51R-37371 (the remnant/stormwater management parcel which is environmentally sensitive) and to Part 2 of 51R-37371 (the other remnant parcel).
5. The owner agrees that per the subdivision agreement, a 0.3 metre reserve in favour of the Township of Essa shall be placed along the south boundaries of Lots 1 and 18 (Blocks 20 and 21) to restrict access to the 20th Sideroad and to prevent for further development.
6. The owner agrees that per the subdivision agreement, all 0.3 metre reserves and daylighting triangles included within this draft plan as blocks shall be conveyed to the Township and/or the County without monetary consideration and free of all encumbrances, to the satisfaction of the Manager of Public Works.
7. The owner agrees that per the subdivision agreement, such easements, restrictive covenants or land dedications as may be required for utility or drainage purposes shall be

75

Applicant: 1862145 Ontario Inc
File No.: E-T-0201
Municipality: Township of Essa
Subject Lands: Part Lot 21, Concession 4

Date of Expiry: July 29, 2019

granted to the appropriate authority without monetary consideration and free of all encumbrances, to the satisfaction of the Manager of Public Works.

8. Prior to the commencement of any cut and/or fill operations, a sketch or survey prepared by an OLS, must be submitted showing all areas of existing standing water, with this information to be shown on the overall lot grading plan, in order that the Township can ensure that all areas will be filled to provide for safe building envelopes and developed in a safe fashion. This must be completed prior to preservicing.
9. The developer agrees to provide a Geotechnical Report to the satisfaction of the Township and its Engineer after all cutting has been completed but prior to any filling being commenced. The developer agrees to provide additional, detailed Geotechnical Reports if required after review of the initial Geotechnical Reports. The developer agrees that geotechnical testing must be carried out on an ongoing basis to confirm the suitability of the fill material being placed and the satisfaction of the compaction of the engineered-fill material. The developer agrees that follow-up Geotechnical Reports must be provided to the Township to substantiate all testing for the certification of the engineered-fill areas for road and house construction, all to the satisfaction of the Township and its Engineer. Initial geotechnical testing must be carried out prior to pre-servicing.
10. The owner agrees to provide the following information in the Pinestone Engineering Ltd Functional Servicing Report, to the satisfaction of the Township and its Engineer: flow data, loading to the tile bed areas, a mounding analysis for a number of sample lots, and reasonable use calculations. The existing Pinestone FSR must be updated to reflect the information sought out by the Township's Engineer.
11. The owner agrees to update the IWS Report with a new addendum to reflect current conditions and loading with nitrates and/or total organic nitrogen loading.
12. The owner agrees to advance a test well to sample and confirm the quantity and quality of water for the site.
13. The owner agrees that prior to entering into the subdivision agreement, he must pay 5% of the value of the land prior to draft plan approval (\$150,000), to be submitted to the Township (\$7,500.00) to satisfy a parkland dedication requirement.
14. Prior to final approval, the Township shall confirm that the appropriate zoning is in effect (current zoning is Estate Residential (RS1) Zone) with Part 1, 51R-37371 being designated and zoned as Environmental. The owner shall agree that this designation and zoning may be implemented in future planning documents without submission of any objection by the owner.
15. The owner shall enter into a subdivision agreement with the Township, agreeing to satisfy all conditions, financial and otherwise, with regard to the provisions of engineering

4c

Applicant: 1862145 Ontario Inc
File No.: E-T-0201
Municipality: Township of Essa
Subject Lands: Part Lot 21, Concession 4

Date of Expiry: July 29, 2019

studies, road and municipal services, grading, water, landscaping, fencing and payment of development charges. The subdivision agreement must be registered on title at the owner's expense, and shall not be removed from title or otherwise released without the consent of the Township.

16. The owner shall agree in the subdivision agreement to prepare and to implement a Tree Preservation Plan and a Landscape Design, to the satisfaction of the Township, using a qualified Arborist. This must be completed prior to preservicing.
17. The owner shall prepare and implement an Accessibility Plan to the satisfaction of the Township of Essa and its Accessibility Committee. This Plan shall consist of a listing of building measures and features which may be installed to ensure accessibility within homes. The listing of barrier-free features must be made available to the public for possible buy-in.
18. The owner shall agree in the subdivision agreement that all portions of public lands or highways which are not paved, and all drainage swales on public or private property, shall be graded and sodded/seeded in accordance with the standards of the Township.
19. The owner shall agree in the subdivision agreement to provide to the Township, engineered-drawings, and to construct, to the satisfaction of the Township, stormwater management works which are required to service this plan. The owner shall also agree per the subdivision agreement that the services installed by the owner shall be in accordance with the standards and specifications of the Township, and shall include stormwater management works, adequate pavement widths for roadways, sidewalks on one side of the street, LED streetlighting, regulatory signs, street name signs, water hydrants, and any other services or facilities as required to meet the Township's Special Semi-Urban Design Standards #TESTD100.02.
20. The owner shall agree in the subdivision agreement that no building permits will be applied for or issued until the Township of Essa is satisfied that adequate road access and storm drainage facilities are available to service the proposed development.
21. Prior to final approval or prior to any grading or construction on the site, the following shall be prepared and submitted to the satisfaction of the Township, the County of Simcoe, and the Nottawasaga Valley Conservation Authority (NVCA):
 - A detailed Stormwater Management Plan/Report prepared consistent with the following: NVCA's Interim Technical Standards for Development (1997), and the Stormwater Management Practices Planning and Design manual (1994) prepared by the Ministry of Environment and Energy;
 - An Erosion Control Plan detailing how erosion and siltation and their effects will be minimized both during and following construction;

77

Applicant: 1862145 Ontario Inc
File No.: E-T-0201
Municipality: Township of Essa
Subject Lands: Part Lot 21, Concession 4

Date of Expiry: July 29, 2019

- A site plan indicating building envelopes at least 30 metres from the top-of-bank of any stream valley;
 - That all required stormwater management facilities must be in place prior to the issuance of any building permits, and
 - That appropriate sediment and erosion control measures be installed and maintained as approved by NVCA prior to any construction or grading.
 - That the owner agrees in the subdivision agreement, in wording acceptable to the appropriate approval authority, to carry out or cause to be carried out the recommendations and measures contained within those studies as outlined above.
22. The rear lot lines of Lots 11-18 will be demarcated by means such as cedar rail fencing, hedging or signage to the satisfaction of the NVCA.
 23. A clause be contained in the subdivision agreement which requires a qualified professional (acceptable to the NVCA) to certify that the works have been constructed to the plans, reports and specifications as approved by the NVCA.
 24. Prior to final approval, the owner must have paid all development fees to the NVCA as required in accordance with the NVCA's fees policies under the Conservation Authorities Act.
 25. The owner acknowledges in the subdivision agreement that prior to any placement of fill, construction, or alteration to a watercourse, a blanket Fill, Construction and Alteration to Waterways Permit is required to be obtained from the NVCA.
 26. The owner shall agree in the subdivision agreement to identify approved locations of Canada Post Corporation mailboxes within the plan.
 27. The owner will agree in the subdivision agreement to include in all offers of purchase and sale a statement which advises the prospective purchaser that the Department of National Defense owns nearby lands for purposes of a Military Training Range. This usage may subject homeowners to loud noises, heavy vehicle and aircraft traffic and other disturbances not normally associated with rural living.
 28. The final Stormwater Management Plan must be submitted prior to final approval and must receive a Certificate of Approval, or the equivalent, from the Ministry of the Environment and Climate Change.
 29. The owner agrees, to the satisfaction of the Simcoe County public and separate School Boards, to include in all offers of purchase and sale, a statement which advises prospective purchasers that the elementary and secondary schools on designated sites in the area are not guaranteed. Attendance at schools in the area, yet to be constructed,

40

Applicant: 1862145 Ontario Inc
File No.: E-T-0201
Municipality: Township of Essa
Subject Lands: Part Lot 21, Concession 4

Date of Expiry: July 29, 2019

is also not guaranteed. Pupils may be accommodated in temporary facilities and/or be directed to schools outside the area.

30. The owner agrees, to the satisfaction of the School Boards, to include in all offers of purchase and sale, a statement which advises any purchasers that school busses will not enter cul-de-sacs or dead-end streets such as contained in this plan, and pick up points will generally be located on through-streets convenient to the Board, such as the 20th Sideroad. (Additional pick up points will not be located within the subdivision until major construction activity has been completed, if at all.)
31. The owner shall agree in the subdivision agreement to the following:
 - (a) The owner is to co-ordinate the preparation of an Overall Utility Distribution Plan to the satisfaction of all effected authorities, and
 - (b) The owner shall grade all streets to final elevation prior to the installation of the gas lines, and provide the necessary field survey information required for the installation of the gas lines, all to the satisfaction of Enbridge Gas Distribution Inc.
32. The owner shall transfer to the County of Simcoe, a 0.3 metre reserve along the entire property adjacent to County Road 10 to the east limit of the daylight triangle (Block 22).
 - The owner shall submit to the County of Simcoe two preliminary reference plans for approval prior to depositing the plan at Land Titles, which sets out the reserve to be transferred to the County, to the satisfaction of the County Engineer.
 - On registration, three reference plans shall be provided to the County, for their records.
 - The owner shall submit to the County, a deposit in the amount of \$1500 prior to legal services being rendered on behalf of the owner.
33. Any existing entrances to County Road 10 shall be permanently removed and the boulevard shall be reinstated to the original condition at the owner's expense.
34. The owner shall agree in the Subdivision Agreement to provide to the County of Simcoe, a digital copy of the plan of subdivision as approved for registration.
35. Prior to final approval, an Environmental Impact Study (EIS) shall be prepared to the satisfaction of the NVCA demonstrating that there will be no negative impacts on the features and functions of the adjacent wetland.
36. The owner shall enter into a Conservation Agreement and/or Restrictive Covenants with the NVCA, or Township, for the preservation and private stewardship of the wetland area. The Conservation Agreement and/or Restrictive Covenants shall be registered against

79

Applicant: 1862145 Ontario Inc
File No.: E-T-0201
Municipality: Township of Essa
Subject Lands: Part Lot 21, Concession 4

Date of Expiry: July 29, 2019

the title of the lands containing the wetland area, in accordance with Section 3 of the Conservation Land Act and shall be in priority to all other claims or encumbrances.

- 37. Prior to final approval, the Approval Authority is to be advised in writing by the County of Simcoe how the above noted conditions have been satisfied.
- 38. Prior to final approval, the Approval Authority is to be advised in writing by the NVCA how the above noted conditions have been satisfied.
- 39. Prior to final approval, the Approval Authority is to be advised in writing by Canada Post how the above noted mailbox condition has been satisfied.
- 40. That prior to final approval, the Approval Authority is to be advised in writing by MOECC how the above noted stormwater condition has been satisfied.
- 41. That prior to final approval, the Approval Authority is to be advised in writing by the appropriate utilities how the above noted conditions have been satisfied.
- 42. That prior to final approval, the Approval Authority is to be advised in writing by School Boards how the above noted conditions have been satisfied.

Notes to Draft Approval

- 1. It is the applicant's responsibility to fulfill the conditions of draft approval and to ensure that the required clearance letters are forwarded by the appropriate agencies to the Approval Authority quoting file number **E-T-0201**.
- 2. It is suggested that the Owner be aware of Section 144 of the Land Titles Act and subsection 78(10) of the Registry Act. Subsection 144(1) of the Land Titles Act requires that a plan of subdivision of land that is located in a land titles division be registered under the Land Titles Act. Exceptions to this provision are set out in subsection 144(2).

Subsection 78(10) of the Registry Act requires that a plan of subdivision of land that is located only in a registry division cannot be registered under the Registry Act unless the title of the owner of the land has been certified under the Certification of Title Act. Exceptions to this provision are set out in clauses (b) and (c) of subsection 78(10).
- 3. Please be advised that the approval of this draft plan will lapse on July 29, 2019. This approval may be extended pursuant to subsection 51(33) of the Planning Act, but no extension can be granted once the approval has lapsed.

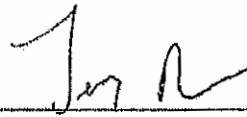
4c

Applicant: 1862145 Ontario Inc
File No.: E-T-0201
Municipality: Township of Essa
Subject Lands: Part Lot 21, Concession 4

Date of Expiry: July 29, 2019

Subject to the conditions set forth above, this Draft Plan is approved under Section 51 of the Planning Act R.S.O. 1990, Chapter 13, as amended.

Dated this 20 day of September, 2017.



Terry Dowdall, Mayor
Essa Township



INNOVATIVE PLANNING SOLUTIONS

planners • project managers • land development

Monday April 6th, 2020

Township of Essa
5786 County Road 21,
Utopia, ON L0M 1T0

Attention: Aimee Powell, Manager of Planning and Development

RE: Birchwood Estates Draft Plan of Subdivision
File No. E-T-0201, Part of Lot 21, Concession 3 & 4
Township of Essa, County of Simcoe

On behalf of Wynstar Developments Inc (1862145 Ontario Inc), Innovative Planning Solutions respectfully requests an extension to the above noted Draft Plan of Subdivision (File No. E-T-0201) which are currently set to expire on July 29th, 2020. The lands were subject to previous draft plan extension requests which were initially granted by Council for the Township of Essa on April 22nd, 2015, May 17th, 2017 and June 5th 2019, ultimately extending the timeframe until July 29th, 2020.

Wynstar also submitted an application for a redline revision to the existing draft plan of subdivision on June 20th, 2017 and was ultimately approved by Council on September 20th, 2017, along with revised Draft Plan Conditions which maintained the timeframe to satisfy as per the above noted extension on May 17th 2017 (to July 29, 2019).

Since the most recent extension, June 5th, 2019, Wynstar has continued to work towards subdivision registration, engaged a number of consultants to coordinate with the appropriate agencies (Township, County, NVCA, MOECC etc) to obtain

4c

the necessary clearances relative to the draft plan conditions issued dated September 20th, 2017.

At this time, all Draft Plan conditions have been satisfied. The Township has also circulated a draft subdivision agreement which is currently under review by Wynstar's solicitor. However at this time, given current market conditions and the ongoing global crisis relating to COVID-19, Wynstar does not anticipate being in a position to register the Subdivision Agreement and post the necessary securities before July 29th, 2020. Wynstar remains committed to ultimately registering and constructing the Birchwood Estates subdivision, however given the uncertainty of the global economy based on current events, a request for an extension of the draft plan conditions is requested to ensure the timeframe does not lapse.

We respectfully request an extension of three (3) years in order to provide an appropriate timeframe for global and local market conditions to stabilize and improve, and to avoid potential future extension requests. The requested extension will provide sufficient timeframe in order to register the subdivision agreement.

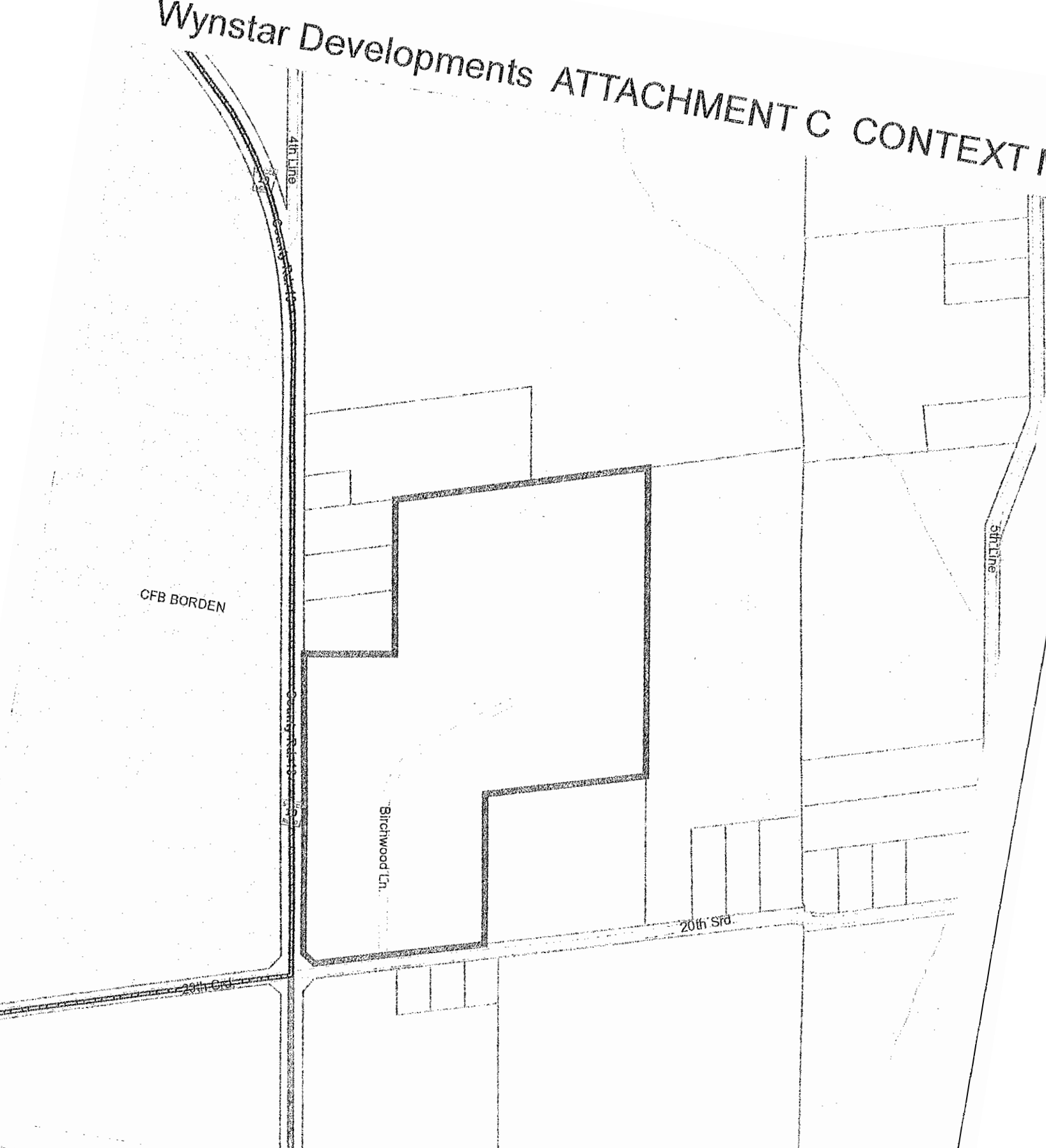
We would request that notification of the date in which the proposed extension is to be brought before Council. Should you have any questions or comments please do not hesitate to contact the undersigned at your earliest convenience.

Respectfully submitted,
Innovative Planning Solutions

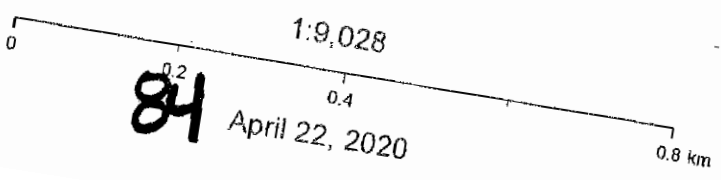


Greg Barker, B.A.A.
Associate

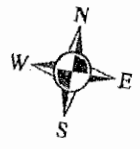
Wynstar Developments ATTACHMENT C CONTEXT I



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84 April 22, 2020





TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: PD019-20

DATE: May 6, 2020

TO: Committee of the Whole

FROM: Aimee Powell, BURPI., MPA, MCIP, RPP
Manager of Planning & Development

SUBJECT: Bill 189 and Ontario Regulation 149/20

RECOMMENDATION

That Staff Report PD019-20 be received for information purposes; and

That Council direct the Manager of Planning and Development to continue to process planning Applications as they are in receipt.

BACKGROUND

On April 14th, 2020, the Province extended the Declaration of Emergency, originally announced on March 17, 2020, under the Emergency Management and Civil Protection Act for a further 28 days, to May 12, 2020. This extension was created to help stop the spread of COVID-19 and protect the health and safety of Ontarians. As part of its various legislative and regulatory responses to the COVID-19 Pandemic, the Province of Ontario passed Bill 189 Coronavirus Support and Protection Act, 2020. Subsequently, Ontario Regulation 149/20 was released on April 15, 2020 and was adopted under the *Planning Act* for the purpose of giving municipalities' greater flexibility on the process for planning matters during the Pandemic.

Bill 189 temporarily and retroactively suspends certain *Planning Act* timelines for applications for development and land use planning matters for the duration of the current State of Emergency. This relief may be applied retroactively to the date that the Emergency was declared (March 17, 2020). Bill 189 also amended the *Development Charges Act*, 1997 to maintain in effect those development charge by-laws that have expired or will expire on or after March 17, 2020. This ensures that municipal governments can continue to use their existing development charge by-laws and count on a vital source of revenue that helps pay for local growth-related infrastructure, such as roads, water and sewers as well as fire and police. Therefore municipalities can continue collecting development charges without having to replace expiring by-laws. Municipalities will have six months from the end of the declared emergency to develop new development charge by-laws.

Ontario Regulation 149/20 allows those notices of municipal decisions and related appeal periods that may have been interrupted by the issuances of the Emergency Management and Civil Protection Act, to be restarted so that those decisions can be finalized. Specifically, 149/20 requires municipalities to re-issue the Notice of Decision made by Council or the Committee of Adjustment on planning matters, for decisions issued after February 26th, 2020 and before April 15th, 2020, for the appeal periods to be deemed complete.

These Notices of Decision must be reissued no later than 15 days after the Emergency ends for Council decisions, and no later than 10 days after the Emergency ends for Committee of Adjustment Decisions. The regulation clarifies that any appeals related to notices of decisions that may have been received during these interrupted appeal periods continue to be valid, and that the reissuance of the Notice can occur during the Emergency.

This legislation allows those municipalities who want to proceed with planning applications to do so while allowing those that are not in a position to proceed to redirect efforts to dealing with the COVID emergency without fearing appeals for missing deadlines. This timeline would return to normal once the emergency has ended.

The regulation under the new legislative authority effectively suspends a number of timelines including those that, once exceeded, allow proponents to appeal non-decisions on specified applications, including the following:

- Official plan amendment (OPA): 120 days
- Zoning by-law amendment (ZBLA): 90 days
- Combined OPA and ZBLA: 120 days
- Holding by-law: 90 days
- Plan of subdivision: 120 days
- Consent: 90 days
- Site plan (including under the *City of Toronto Act, 2006*): 30 days
- Community planning permit: 45 days
- Demolition permits: 30 days

The regulation also effectively suspends the following processing / administrative timelines in the *Planning Act*:

- a municipality to send a record to the Local Planning Appeal Tribunal (15 days from the end of the appeal period)
- a municipality to send an adopted official plan/amendment to the approval authority (15 days from adoption)
- a committee of adjustment to hold a hearing on a minor variance (30 days from receipt of application)
- complete applications, which includes:
 - a municipality to advise applicant whether application (certain types only) is complete (30 days from payment of fee)

4d

- an applicant's ability to challenge municipal determination of completeness (30 days from municipal confirmation that it is incomplete)
- the related public notice of the receipt of the complete application (15 days from confirmation that it is complete)
- interim control by-law (but only in relation to those in effect when the emergency began):
 - to be in effect for a limit of 1 year
 - extensions cannot exceed a total of 2 years from the date it came into effect
- an applicant to pay under protest for:
 - parkland cash-in-lieu payments (30 days from payment) and to notify the municipality of the protest (15 days after application to Tribunal)
 - a fee for the processing of a planning application (30 days)
- an applicant to:
 - satisfy the conditions for a provisional consent (1 year from the date of notice of the consent)
 - complete the transaction for a consent (2 years from consent certificate being given)
 - register a plan of subdivision (30 days from final approval)

Municipalities can still make decisions on land use planning matters during this period of suspended timelines, they can consider using electronic and virtual channels as appropriate to engage and solicit feedback from the public. The decision will not be effective until after the appeal period lapses, which is now extended until after the emergency is terminated. Where a Municipality is unable or chooses not to render a decision on a *Planning Act* matter during the state of emergency, there is no penalty to the municipality and no appeal rights from a non-decision will accrue.

COMMENTS AND CONSIDERATIONS

The result of the foregoing is that municipal Councils and Committees are empowered for the duration of the state of emergency to effectively control the decision-making and appeals process under the *Planning Act* and can continue to collect development charges.

It is important to note that this regulation does not prohibit public meetings or decisions under the *Planning Act*; municipalities may still hold public meetings (if they conform to the prohibition on public gatherings and comply with the requirement to afford people an opportunity to make representations at the public meeting). Municipalities may also still issue notices of decision, and may do so before the emergency is terminated, knowing that a further notice of decision is still required after the emergency is terminated.

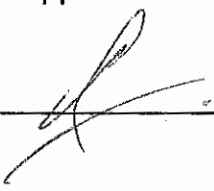
Staff therefore recommend that the Planning and Development Department be directed to continue on with accepting and processing *Planning Act* Applications in order to do our part to deliver housing, reduce the possibility of having a backlog concerning workloads at the cessation of the Emergency, foster job creation and Economic Development, and

4d

minimize disruption to Township revenues. It is to the Township's benefit to continue to continue to receive all fees available for collection in this manner.

FINANCIAL IMPACT

If the acceptance and processing of *Planning Act* Applications is paused during the Emergency, the Township will be at a further financial loss this year due to delayed Department revenues resulting from Application and subsequent Permit and Development Charge Fees.

Reviewed by Finance Department: _____


SUMMARY/OPTIONS

Council may:

1. Take no further action.
2. Direct the Manager of Planning and Development to continue to process Applications as the Township is in receipt.
3. Direct Staff in another manner that Council deems appropriate.

CONCLUSION

Option #2 is recommended.

Prepared by:

Respectfully submitted:

Reviewed by:

Elizabeth Davis
Elizabeth Davis
Building and Planning
Coordinator

Aimee Powell
Aimee Powell
BURPI., MPA, MCIP, RPP
Manager of Planning
& Development

Colleen Healey-Dowdall
Colleen Healey-Dowdall
CAO



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: PD020-20
DATE: May 6th, 2020
TO: Committee of the Whole
FROM: Aimee Powell, BURPI., MPA, MCIP, RPP
Manager of Planning & Development
SUBJECT: OPA 33 Appeal Notice

RECOMMENDATION

That Staff Report PD020-20 be received.

BACKGROUND

In accordance with Report PD005-20, dated March 4th, 2020, Council voted to not support a request for an Official Plan Amendment (OPA 33) for the lands located at 7994 9th Line, in accordance with Policy 26.5.1, found in the Township of Essa's Official Plan, 2001:

"Consents to sever may be permitted in areas designated as Rural subject to the policies of Section 26.2 and 26.3. Lots severed in areas designated as Rural should be of size, shape and location so as to maximize the potential for future surrounding agricultural use. In the areas designated Rural, rural-residential severances may be permitted provided they do not create any conflicts, or potential conflicts with the surrounding agricultural uses. One severance maybe permitted on a lot which existed on October 22, 1985 and which is at least 20 hectares in size."

A Notice of Refusal (Decision) was circulated on March 13th, 2020 in accordance with processes described under the *Planning Act*. Following this circulation, an appeal to Council's decision was forwarded to the Township on April 1st, 2020, by the Applicant's Agent, within the 20-day appeal period.

Given the current suspension of services at the Local Planning Appeal Tribunal (LPAT), due to the COVID-19 Pandemic, timelines for filing Appeals have been suspended, however Township Staff will be forwarding the Appeal to LPAT within due course.

4e

COMMENTS AND CONSIDERATIONS

Council's decision to not support OPA 33 has resulted in an appeal that will be forwarded onto LPAT for their review and ultimate decision. Once the appeals process is underway, LPAT will first assess the validity of the appeal, make all relevant information contained in the appeal record available for review, hold a case management conference with all parties involved as well as any interested parties, confirm case details, and explore opportunities for mediation and settlement. Following mediation (if applicable), a prehearing may occur to resolve any outstanding issues and if necessary, a hearing will be held.

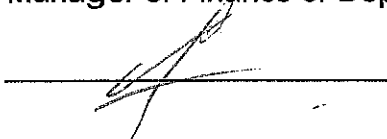
Through this process, LPAT may return a matter back to a Council because the decision was not aligned with local or provincial policies and plans. Council may then make a new decision from assessing the case. Through reassessing the matter, Council must hold a public meeting and issue a second decision, within 90 days. If a second decision is not made within 90 days, the matter can be appealed. If Council makes a new second decision, this new decision has to be returned to LPAT and will be final, unless appealed. If the second decision is appealed, LPAT will hear the matter and make a decision based on conformity with local or provincial policies, and this decision will be final.

The Township will have to retain an independent Planning Consultant, in addition to legal counsel, to defend the appeal of Council's decision, as Staff made a recommendation to support OPA 33 and therefore cannot defend Council's decision with LPAT.

FINANCIAL IMPACT

There will be legal and consultant fees associated with Council having to defend the appeal at LPAT concerning OPA 33. These costs are concretely unknown, however costs on this matter are likely to range from \$20,000 to \$40,000 depending on the duration of the appeals process. These funds would come from the Township's taxation in 2021.

- o Manager of Finance or Deputy Treasurer Approval:



SUMMARY/OPTIONS

Council may:

1. Take no further action.
2. Receive this report for information.
3. Direct Staff in a manner Council deems appropriate.

90

CONCLUSION

Option #2 is recommended.

Respectfully submitted:

Reviewed by:

Aimee Powell
Aimee Powell, BURPI., MPA, MCIP, RPP
Manager of Planning & Development

Colleen Healey-Dowdall
Colleen Healey-Dowdall
CAO



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: PR008-20
DATE: May 6, 2020
TO: Committee of the Whole
FROM: Jason Coleman, Manager of Parks and Recreation
SUBJECT: Boat Launches

RECOMMENDATION

That Staff Report PR008-20 be received; and
That Council direct the Manager of Parks and Recreation to research additional locations for safe, accessible, and inclusive boat launches.

BACKGROUND

The Parks and Recreation Department is currently working towards the implementation of a new safe, accessible, and inclusive boat launch and access trail located within Angus Community Park. The access trail and boat launch have been approved in the 2020 budget.

COMMENTS AND CONSIDERATIONS

There are several other locations within the Township where residents have previously launched boats.

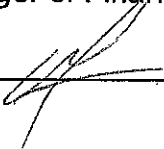
LeClair Park has a small boat launch off to the side of the trail. To launch a boat at this location, residents must carry a boat from the parking lot in either direction which is located approximately 500 metres away. This past launch currently has a construction barrier in front of the entrance. There is also a metal pole and sign that indicates No Boat Launching. The sign was installed in the summer of 2019.

The boat launch located at the end of the 20th Sideroad has areas where boats have been launched in the past. The NVCA has a sign posted indicating a boat launch. An item noted at this location is that it is currently not safe, accessible, and inclusive for all persons to launch a boat.

FINANCIAL IMPACT

The Angus Community Park boat launch and trail have been approved in the 2020 budget. The Boat Launch has been approved in the amount of \$7,200 and the access trail and creation in the amount \$8,362.

- o Manager of Finance or Deputy Treasurer Approval:


_____**SUMMARY/OPTIONS**

Council may:


1. Take no further action.
2. Direct the Manager of Parks and Recreation to research additional locations for safe, accessible, and inclusive boat launches.
3. Direct Staff in another course of action that would be deemed necessary.

CONCLUSION

Staff recommends Option # 2 be approved.

Respectfully submitted,

Jason Coleman
Manager of Parks and Recreation



Colleen Healey-Dowdall
Chief Administrative Office

Attached: Previous Boat Launch Photos

LeClair Park



5a

Boat Launch Located at the end of 20th Sideroad



Boat Launch Located at the end of 20th Sideroad
Continued

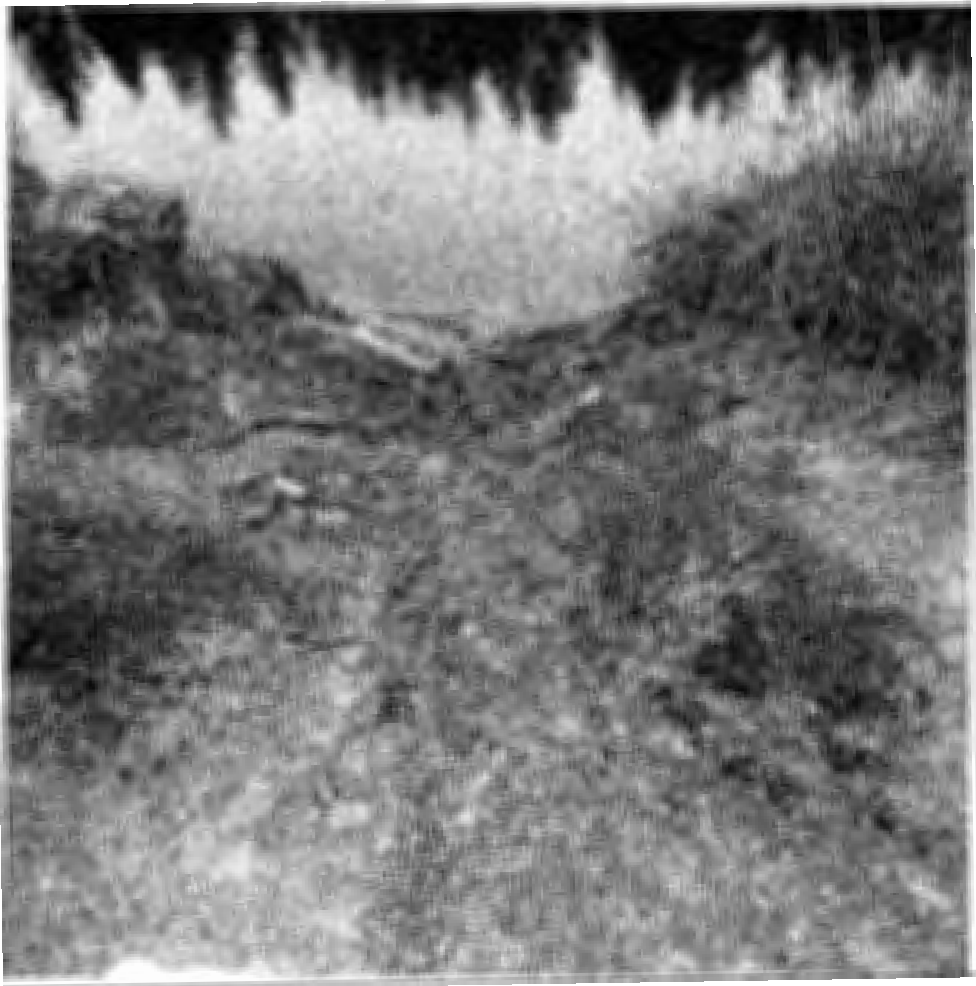


5a

Don Ross Fishing Park



Don Ross Fishing Park Continued





TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: PR009-20

DATE: May 6, 2020

TO: Committee of the Whole

FROM: Jason Coleman, Manager of Parks and Recreation

SUBJECT: Recreation Facility Closures

RECOMMENDATION

That Staff Report PR009-20 be received; and
 That Council consider directing the Manager of Parks and Recreation to proceed with the continuation of Facility and Park closures until further notice and direction from the Provincial Government.

BACKGROUND

As the Covid-19 pandemic continued to evolve, the Township closed its Recreation Facilities on March 14, 2020 to the Public.

The Order to implement the closure of public parks was passed by the legislature on March 23, 2020.

It has been extended twice now, where it is currently set to expire on May 6, 2020 unless the state of emergency and Order is extended by the Province.

The Parks and Recreation Operations Staff have been continuing to work diligently on painting, projects, repairs and maintenance items while self screening for symptoms of Covid-19 and keeping a safe distance daily.

COMMENTS AND CONSIDERATIONS

Until receiving further updates and information from the Province, the Manager of Parks and Recreation suggests that Essa Township follow the existing direction specific to Recreation Facilities, Parks and Recreation Programming which includes Summer Camp Programs in the coming weeks so that any and all (program or camp) staff can be notified in a timely manner if cancellations are required.

There has been some interest by user groups to rent arena and gymnasium space, however, it seems premature to be able to make a move in this direction.

FINANCIAL IMPACT

The Manager of Parks and Recreation plans to continue bringing forward reports on a monthly basis of lost revenues due to Covid-19 along with suggestions of deferred projects to help with the offsetting of costs.

- o Manager of Finance or Deputy Treasurer Approval:



SUMMARY/OPTIONS

Council may:

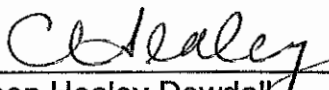
1. Take no further action.
2. **Direct the Manager of Parks and Recreation to proceed with the continued closures of Recreation Facilities and Parks.**
3. Direct Staff in another course of action that would be deemed necessary.

CONCLUSION

Staff recommends Option # 2 be approved.

Respectfully submitted,

Jason Coleman
Manager of Parks and Recreation



Colleen Healey-Dowdall
Chief Administrative Officer

7a



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: PW008 -20

DATE: May 6, 2020

TO: Committee of the Whole

FROM: Colleen Healey-Dowdall, CAO

SUBJECT: Award of Quotation – 2020 Granular Gravel Supply

RECOMMENDATION

That Staff Report PW008 -20 be received; and

That the quotation as received from John Eek & Sons Ltd be accepted in the amount of \$91,200 (excluding HST), to supply and place Granular 'A' Gravel for the 10th Sideroad regrading project and to deliver to stockpile granular for supply, contingent upon a WSIB Clearance Certificate and a copy of Insurance being provided to the Municipality; and

That the Roads Supervisor be authorized to arrange for the necessary works to be completed.

BACKGROUND

The RFQ for the 2020 Granular Supply was posted on the Township's website and circulated in accordance with Essa's Procurement Policy A05-01. The closing date for this was April 1, 2020.

Included in the 2020 budget under Roadway Maintenance – Gravel, Resurfacing, Patching and Pits, Council approved \$86,500 for these items.

At the last Council meeting, Council rearranged the order of budget items in priority of start and completion in light of the current pandemic, keeping in mind that the Municipality must be careful of its cashflow. Staffing shortages have also come into play in Essa. It was decided that Essa should proceed first with items related to safety, and wherein contracts have commenced and can be completed without penalty. Again, as the economy becomes strained, people's ability to pay taxes may be restricted, and as well, with fewer new-home starts, less development charges will be collected. Staff will continue to report in to Council on budgeting as matters progress. In the meantime, the Roads Supervisor reports that granular material is needed to carry out normal and planned maintenance on granular roadways. Not only will the granular purchased be used for the 10th Sideroad, but other roads as well.

COMMENTS AND CONSIDERATIONS

The following is a summary of results:

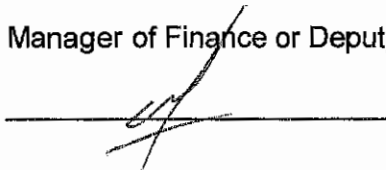
BIDDER	TOTAL PER ITEM BID:	TOTAL BID (taxes extra)
	1) 10 th SR – 4 200 tonne 2) Stockpile – 2 000 tonne	
John Eek & Son Ltd.	1) \$63 000 2) \$28 200	\$91 200
Duivenvoorden Haulage Ltd.	1) \$62 370 2) \$29 700	\$92 070
Ralph MacDonald Const.	1) \$62 412 2) \$29 720	\$92 132
Nelson Aggregate	1) \$69 300 2) \$31 000	\$100 300

Note that these 2020 bid amounts are consistent with 2018 and 2019 bid amounts)

FINANCIAL IMPACT

2020 budget approval - \$86,500. The lowest bid of \$91,200 is \$4,700 more than the amount budgeted.

- Manager of Finance or Deputy Treasurer Approval:



SUMMARY/OPTIONS

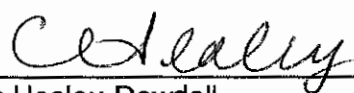
Council may:

1. Take no action.
2. Award the Quotation to the lowest bidder, John Eek & Sons Ltd.
3. Re-issue the Request for Quote.

CONCLUSION

Staff recommends that Option 2 be approved.

Respectfully submitted,


Colleen Healey-Dowdall,
Chief Administrative Officer



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: C018-20

DATE: May 6, 2020

TO: Committee of the Whole

FROM: Lisa Lehr, Clerk

SUBJECT: By-law Enforcement Activity Summary (January 1 – April 15, 2020)

RECOMMENDATION

That Staff Report C018-20 be received for information

BACKGROUND

As Council is aware, the Municipal Law Enforcement Officer (MLEO) receives various calls, emails and visits from residents, external agencies, department managers and members of Council in respect of inquiries in addition to concerns regarding Municipal By-law Infractions, whereby the MLEO commences an investigation to determine:

- a) validity of complaint; and,
- b) necessary steps to be taken to achieve compliance, once the infraction has been validated (ie: the issuance of Notices, Orders, Fines and/or Charges to address the validated infractions).

COMMENTS AND CONSIDERATIONS

This report has been generated to provide Council with a summary in respect of By-law Enforcement activity. Between January 1 to April 15, 2020, there were 217 concerns reported by the public to By-law Enforcement Officers via phone, email, or in person [96 concerns of which were reported between March 15 - April 15 2020, all specific to alleged contraventions of municipal By-laws and not related to COVID-19].

The following is a breakdown of the concerns received:

Category	Complaints Received	Inquiries
ATVs / Dirtbikes	2	1
Burn w/o Permit	10	5
Business Licensing	2	3
Business Licensing - Kennel	1	1
Business Licensing-Taxis	1	
Canine Control - Barking	20	
Canine Control - Dog Bites	4	
Canine Control - Dog Licensing	4	2
Canine Control -- # of dogs	4	2
Canine Control - Poop & Scoop	3	

103

96



Canine Control - Running At Large	7	
Firearms Discharge	2	2
Illegal Dumping	5	
Noise (excludes barking)	9	2
Parking (on road and over sidewalk)	45	25
Snow Removal	10	2
Traffic	2	
Untidy	25	5
Referred to PW	2-Site Alteration 1-Other	
Referred to Zoning/Building Department	2-Other 4-Business being run in residential areas (not zoned) 2-fence	

[It should be noted that some of the calls/emails/concerns reported during the specified timeframe contain overlaps of infractions (ie: caller may lodge complaint regarding barking/noise, untidy, canine control, etc.). Additionally, this report does not contain status/follow-up numbers for items that are ongoing and were lodged in the previous reporting period; this is a listing of NEW complaints/concerns only].

Total Cases Opened b/w January 1 – April 15 2020	58 cases attached to households
Average Number of Days to Gain Compliance Following First Notice/Order	1.4 days

Breakdown of Cases Whereby Notice/Orders were logged into MOAR Tracking System to Monitor Progress & Ensure Compliance	
Parking By-law Infractions (complaint received from resident; investigated; resulted in education to car owner)	9
Illegal Dumping By-law	2
Canine Control By-law Infractions (dog bite, poop-and-scoop, barking, dog bites, tags, too many dogs, etc.)	35
Noise	9
Untidy Lot By-law Infractions	20
Snow Removal	2
Referred to Public Works (Dump Truck Traffic-mud on road; removal of privately owned markers)	3
Referred to Zoning (home-based businesses, etc.)	6
Referred to Building Department (porta-a-potty being used on residential property; fence)	2

NOTE: This report does not contain the number of parking patrols or tickets issued in respect of parking, nor the number of education pieces circulated in respect of Winter Parking Restrictions during parking patrols in Essa during this timeframe. Additionally, it does not contain statistics regarding business licensing (ie: kennels, taxis, etc.) or sign permits, and the required inspections, or the number of inspections conducted as a result of validated infractions.

aa

FINANCIAL IMPACT

None.

- Manager of Finance or Deputy Treasurer Approval:



SUMMARY/OPTIONS

Council may:

1. Do nothing.
2. **Receive the report for information.**
3. Direct Staff as Council deems appropriate.

CONCLUSION

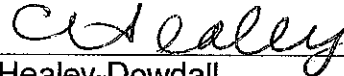
This Report was generated to provide Council with an update on activity in respect of concerns received, and actions taken by MLEO in respect of validated concerns/complaints.

Respectfully submitted:



Lisa Lehr
Clerk

Reviewed by:



Colleen Healey-Dowdall
Chief Administrative Officer



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: C019-20

DATE: May 6, 2020

TO: Committee of the Whole

FROM: Lisa Lehr, Clerk

SUBJECT: COVID-19 Summary of Enforcement and Municipal Measures (March 15 - April 15, 2020)

RECOMMENDATION

That Staff Report C019-20 be received for information.

BACKGROUND

The Province of Ontario declared a State of Emergency on March 17, 2020 due to the spread of the COVID-19 virus and the high risk to the health of Ontarians. As a result, a series of Provincial Orders were implemented to protect the health of every Ontarian, and to mitigate spread of the virus. Some such Orders (to name a few) are as follows:

- Closure of non-essential businesses
- Travel bans (resulting in mandatory self-isolation for 14 days following return);
- Physical/social distancing rules
- Closure of municipal parks, greenspaces, amenities, etc.

Additionally, as Council is aware a Ministerial Directive was received from the Solicitor General's Office and the Ministry of Municipal Affairs and Housing, permitting enforcement of Emergency Provincial Orders by Municipal Law Enforcement Officers under the *Emergency Management and Consumer Protection Act*.

The Township of Essa declared a State of Emergency on March 30, 2020. The following measures were implemented in response to the Emergency:

- March 17, 2020 - Burn ban was issued by the Fire Chief.
- March 17, 2020 - Administration Centre was closed to the public.
- March 23, 2020 - Parks, Fishing Parks and Trails were closed to Public (per Provincial Order) (signs were posted; caution tape was placed around equipment and entrance points).
- April 1, 2020 - Winter Parking Restrictions were lifted (all other parking restrictions still apply).
- April 1, 2020 - Financial relief was provided in the form of penalties and interest being waived (to June 30, 2020) on unpaid 2020 tax bills and water bills.
- April 1, 2020 - Entrance points to parks, greenspace, fishing parks and trails were further barricaded with more permanent structures so as to prevent the public from accessing the properties and parking lots.
- April 1, 2020 - Increased patrols of parks, greenspace, fishing parks and trails to ensure public are not using the noted spaces in accordance with Provincial Orders

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10b

- April 1, 2020 - Increased patrols of highly frequented areas to ensure social distancing by public
- April 15, 2020 - Council passed By-law 2020-33 to provide for Emergency measures in respect of physical distancing at municipal parks and other public places during the COVID-19 pandemic.

COMMENTS AND CONSIDERATIONS

This report has been generated to provide Council with a summary of concerns received regarding COVID-19 as well as procedures implemented and/or actions taken by the Township in response to the COVID-19 Pandemic. Steps taken by the Township regarding enforcement of Provincial Orders and municipal restrictions implemented, between March 15, 2020 and April 15, 2020 are set out in the chart below.

COVID	Complaints	Inquiries	
Burning re: Fire ban & burning w/o Permit	2	80	Inquiries are mostly about when the burn ban will be lifted
Non-Essential Businesses	10	25	Directed to OPP and/or Health Unit.
Parks, Fishing Parks, Trails - being accessed while closed by Provincial Order	20	30	23 warnings issued to public using parks, fishing parks and trails after closure. 3 vehicles were towed from parking lots of municipal parks that had been barricaded/blocked off to the public.
Social Gathering/ Social Distancing	10	1	Complaints are mixed, re: social distancing/social gatherings on private property.
Winter Parking Restrictions Lifted	1	30	1 complaint was with respect to lifting the Winter Parking Restrictions early to allow parking on roads. Remaining inquiries were to confirm that the restrictions had been lifted.
Parking	15	30	Most inquiries were regarding trailers/cars parked over sidewalks. Some residents were seeking permission due to COVID isolation (ie: return from travel-isolation required) to reside in a travel trailer parked in a private driveway. The remaining complaints consisted of various vehicles parked so as to create safety hazard to motorists/pedestrians.
Financial Relief- Unpaid 2020 Property Taxes/Water Bills		50	

107

Note: 96 of these inquiries were solely handled by the Administrative Assistant to the Clerk's Department. The inquiries listed above are only those that were filed through the Clerk's Department, and do not include those received by other members of staff/departments/Council.

Additionally, it should be noted that meetings were held with Clerk's Department and the Simcoe Muskoka District Health Unit, as well as with the Nottawasaga OPP, in an effort to ensure that coordinated enforcement was not duplicated, and that the inquiries/complaints were handled accordingly by the appropriate agency. A request was made by the Clerk to the OPP to provide Council with a breakdown of calls/incidents requiring assistance, regarding COVID-19 related in Essa Township. At the time of writing this report, the OPP confirmed that they had attended to 7 callouts in Essa Township related to COVID-19 concerns brought forward from the public.

Challenges that have been encountered by enforcement staff with respect to execution of COVID-19 measures are as follows:

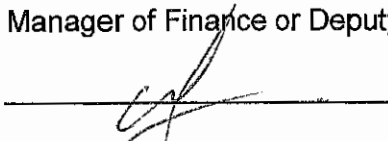
- Caution tape has been ripped off of entrances/amenities, giving the public the perception that the parks are open for public use.
- Barricades blocking entrances to municipal parks and parking areas are being moved by motorists so that they can park their vehicles in the parking lot, and then moving the barricade back in place. As of April 22, 2020, 3 vehicles have been towed from parking lots at parks. Towing the vehicles was the only remaining option for enforcement as notice was provided to the public to remove vehicles parked in closed parking lots (flyers were posted in windshields (almost daily) of vehicles advising of the need to move the vehicle by April 4th, social media-Facebook, Twitter, myFM radio, Borden Citizen were also used to provide notice to residents).

At this time, no charges have been laid by Essa's By-law Enforcement Officers or the OPP with respect to enforcement of Emergency Orders. To date, education and warnings to the public appear to be effective in assisting the public to adhere to Provincial Orders and restrictions put in place by the municipality.

FINANCIAL IMPACT

Increase in hours for Municipal Law Enforcement Officer as approved by Council at its meeting of April 1, 2020 (Resolution CR088-2020).

- Manager of Finance or Deputy Treasurer Approval:



SUMMARY/OPTIONS

Council may:

1. Do nothing.
2. **Receive the report for information.**
3. Direct Staff as Council deems appropriate.

CONCLUSION

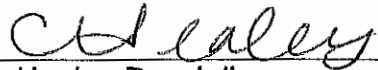
Staff recommends Council approve Option No. 2. This Report was generated to provide Council with an update on activity in respect of COVID concerns handled by the Clerk's Department.

Respectfully submitted:

Reviewed by:



Lisa Lehr
Clerk



Colleen Healey-Dowdall
Chief Administrative Officer



TOWNSHIP OF ESSA STAFF REPORT

9c

STAFF REPORT NO.: C020-20
DATE: May 6, 2020
TO: Committee of the Whole
FROM: Lisa Lehr, Clerk and Krista Pascoe, Deputy Clerk
SUBJECT: Follow-up – Seasonal Campgrounds, re: Partial Opening/Operation for Essential Workers to Isolate

RECOMMENDATION

That Staff Report C020-20 be received for information.

BACKGROUND

At its meeting of April 15, 2020, Council directed the Clerk's Department to confirm with the Office of the Solicitor General in respect of a request received from a seasonal campground, to allow front-line workers to utilize the campground and facilities for isolation purposes (Attachment No. 1), during a time when Provincial Orders prohibit such operation during the current State of Emergency as was declared by the Province of Ontario on March 17, 2020.

COMMENTS AND CONSIDERATIONS

The Clerk's Department was tasked with clarifying the request from the seasonal campground in respect of whom would be permitted to stay at the campground in RVs and/or trailers during the temporary closure of the campground at a time when Provincial Orders prohibit the opening/operation of seasonal campgrounds. Additionally, it was requested that due to the implementation of Provincial Orders which currently prohibit the opening/operation of seasonal campgrounds, that the Clerk's Department contact the office of the Solicitor General for clarification on the Provincial Order.

The Clerk's Department confirmed with the requestor that the intent of the request was to allow any person deemed to be an "essential worker" in need of a place to isolate away from their family, the ability to utilize the campground space and utility hookups with their own personal trailer. Communication with the requestor determined that the request is not restricted exclusively to front-line workers of the health care community or emergency personnel, but to all persons deemed to be a front-line worker in an "essential business".

Additionally in conversation with the requestor, the owner/operator stated that should Council approve his request to allow the partial opening/operation of the seasonal campground, that he will ensure that the following criteria is met before allowing admittance into the park;

9c

- The request for temporary accommodations at his campground must be made by persons that are currently employed and classified as an essential service worker
- Only one person permitted per trailer
- No friends or family permitted to visit
- No mingling with other visitors (isolators)

Currently as determined by the Province of Ontario, the list of essential businesses permitted to operate during under the Emergency Order **does** include Seasonal Campgrounds, so long as they meet the following criteria;

Every person who operates a seasonal campground shall ensure that,

- campsites are provided only to individuals who do not have another residence in Canada and are in need of housing during the emergency period;***
- only campsites with electricity, water service and facilities for sewage disposal are provided for use;*
- campsites are made available only for trailers and recreational vehicles; and*
- all recreational facilities in the campground, and all other shared facilities in the campground such as bathrooms, are closed.*

The Clerk's Department has been in contact with the Office of the Solicitor General in regards to seasonal campgrounds opening partially for essential workers to isolate (attachment # 2). The inquiry was also sent to the Ministry of Municipal Affairs and Housing.

The Clerk's Department is writing this Report to advise that the request of the owner of the local seasonal campground has been denied by both the Solicitor General's Office and the Ministry of Municipal Affairs and Housing. Any such requests that are similar in nature will be denied by the municipality as a result. As confirmed by both Provincial Offices, campgrounds may **only** operate if they are providing accommodation to residents that have no other primary residence.

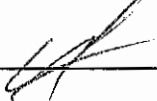
An email has been sent to the requestor advising of the denial of their request under the Emergency Orders issued by the Province.

FINANCIAL IMPACT

None at this time.

- Manager of Finance or Deputy Treasurer Approval:

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92

SUMMARY/OPTIONS

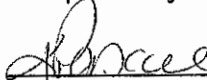
Council may:

1. Take no further action.
2. Receive Report C020-20 for Council's information.

CONCLUSION

It is recommended that Council receive the Report for information purposes only.

Respectfully submitted:



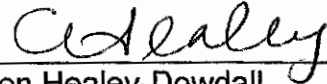
Krista Pascoe
Deputy Clerk

Reviewed by:



Lisa Lehr
Clerk

Reviewed by:



Colleen Healey-Dowdall
Chief Administrative Officer

Attachments

1. Request from Nicolston Dam
2. E-mail from Solicitor General's Office

9c

Attachment # 1

From: Mark Nicol <nicolstondam@gmail.com>
Sent: Wednesday, April 15, 2020 4:55:58 PM
To: Sandie Macdonald <smacdonald@essatownship.on.ca>
Cc: McConnell, Chris (OPP) <Chris.McConnell@opp.ca>
Subject:

Good Afternoon Ms MacDonald,

Throughout the last few weeks we have had a few inquires from front line workers asking if they were able to self isolate at Nicolston Dam Campground in their personal trailer. This inquiry stems from workers being concerned that they could be exposed to the Corona Virus and therefore are worried about being with their family members with Covid-19. At this time we are gathering information for these individuals. We would like to inquire and request the possibility of opening Nicolston Dam Campground for the sole purpose of front line workers needing a place to self isolate. In the event that this was to be permitted no facilities (washrooms, laundry etc.) would be available and no contact would be made with front line workers. Front line workers in their personal units would be able to use onsite water, hydro and disposal facilities. The front entrance gate is a no contact gate system, therefore workers could enter and exit without the need to come in contact with people and or equipment. In the event of this being a possibility, a very strict list of regulation and rules would have to be adhered to in order to ensure the continued safety to the workers, their families and Nicolston Dam, such as absolutely no family or visitors permitted.

When we were approached by individuals looking to self isolate, Camping in Ontario suggested getting approval from the municipality, Ontario Provincial Police (within our area) and the Simcoe County Health unit. They have received this information from the Ontario Ministry of Municipal Affairs and Housing and the Solicitor General. At this time we are requesting and inquiring the potential permission to open, from you the municipality. We have been in contact with Chris McConnell from the Ontario Provincial Police and we are awaiting a township decision before further investigating this option.

We appreciate your assistance in gathering information on this possibility. Thank you for your continued support with this inquiry of opening the campground for the sole purpose of accepting front line workers looking to self isolate from their families.

Sincerely,
F. Mark Nicol

Nicol Family
Nicolston Dam Campground and Travellers Park
705-435-7946

[EXTERNAL]

From: De Silva, Zinzi (SOLGEN)
Sent: April 20, 2020 5:09 PM
To: Krista Pascoe <kpascoe@essatownship.on.ca>
Subject: RE: Campground Request

Hi Krista,

The emergency order does not permit seasonal campgrounds to remain open to essential workers, unless they have no other Canadian residence. They will need to comply with the order.

I hope that clarifies.

Regards,

Zinzi de Silva

Standards Research Analyst | External Relations | Public Safety Division
Ministry of Solicitor General

From: Krista Pascoe <kpascoe@essatownship.on.ca>
Sent: April 20, 2020 4:07 PM
To: De Silva, Zinzi (SOLGEN)
Subject: RE: Campground Request

CAUTION -- EXTERNAL E-MAIL - Do not click links or open attachments unless you recognize the sender.

Thank you Zinzi,

Yes, thank you, I did see the updated list this morning.

So just to be clear, the special consideration they have asked for, whereby allowing Essential Workers in need of isolation (to be away from their family home) will NOT be granted?

Just want to make sure I am passing the correct information along.

Thanks again for looking into this.

Krista Pascoe

Deputy Clerk / Accessibility Coordinator

Township of Essa

Phone: 705-424-9917 ext 116

Fax: 705-424-2367

www.essatownship.on.ca

ac

Please note: In an effort to do our part to flatten the curve of COVID-19, the Administration Centre is currently closed to members of the public. If you need assistance from Administration Staff, please call the office at 705-424-9917 or send an email to the intended recipient.



From: De Silva, Zinzi (SOLGEN)
Sent: April 20, 2020 4:03 PM
To: Krista Pascoe <kpascoe@essatownship.on.ca>
Subject: RE: Campground Request

Thank you for your follow up inquiry. We have received further information from the Ministry of Municipal Affairs and Housing and are now in a position to respond.

On April 16, 2020, the government amended the order specifying essential businesses that are permitted to be open during the declaration of emergency to include a limited form of accommodation in seasonal campgrounds. Seasonal campgrounds may remain open only to accommodate residents with no other Canadian residence. In an effort to maintain physical distancing, shared facilities such as pools, recreation rooms, and bathrooms must remain closed. In addition, only trailers and RVs with utility service are permitted.

I trust this information assists.

Regards,

ZDS

Zinzi de Silva

Standards Research Analyst | External Relations | Public Safety Division
Ministry of Solicitor General

115



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: CAO028-20

DATE: May 6, 2020

TO: Committee of the Whole

FROM: Colleen Healey-Dowdall, Chief Administrative Officer

SUBJECT: Police Services

RECOMMENDATION

That Staff Report CAO028-20 be received; and

That Council consider authorizing the extension of the joint policing contract to December 31, 2020.

BACKGROUND

Essa shares in a joint policing contract with the Town of New Tecumseth and Adjala-Tosorontio. The existing contract for OPP services is due to expire in June, however, the OPP approached the 3 municipalities and asked if the contract could be extended. All 3 municipalities agreed to an extension to December 31, 2020 (Essa meeting of March 25, 2020).

COMMENTS AND CONSIDERATIONS

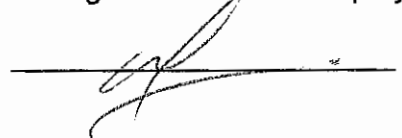
In order to extend the existing OPP contract, each municipality must pass a By-law approving an amendment agreement. The OPP has circulated an amendment agreement to accompany the by-law.

The amendment agreement extends the term of the OPP contract from July 1, 2015 to December 31, 2020.

FINANCIAL IMPACT

The municipality contributes \$2,948,157 to the Nottawasaga OPP on an annual basis (2020 amount).

- Manager of Finance or Deputy Treasurer Approval:



SUMMARY/OPTIONS


Council may:

1. Take no further action.
2. Extend the joint policing contract to December 31, 2020 (agreed upon by all 3 municipalities).
3. Extend the joint policing contract to another date.

CONCLUSION

Option #2 is recommended.

Respectfully submitted:



Colleen Healey-Dowdall
CAO

Attachments:

Amending Agreement and By-law

THE CORPORATION OF THE TOWNSHIP OF ESSA

BY-LAW 2020-xx

Being a By-law to authorize the signing and execution of a Second Amending Agreement for the provision of Police Services under Section 10 of the Police Services Act.

WHEREAS the Corporation of the Township of Essa deems it necessary to comply with Section 10 of the *Police Services Act*, R.S.O. 1990, c.P.15 as amended; and

WHEREAS Section 4 (1) of the *Police Services Act*, R.S.O. 1990, c.P.15, as amended, deems that the municipality is required to provide adequate and effective police services in accordance with its needs; and

WHEREAS under Section 5 of the *Police Services Act*, R.S.O. 1990, c.P.15, as amended, the municipality's responsibility for providing police services may be discharged by entering into an Agreement with the Solicitor General under Section 10 of the Act alone or jointly with one or more other councils to have police services provided by the Ontario Provincial Police; and

WHEREAS the municipalities of the Town of New Tecumseth, Township of Adjala-Tosoronto and the Township of Essa previously entered into a five (5) year Joint Policing Contract with the Ontario Provincial Police due to terminate June 30, 2020; and

WHEREAS the Township of Essa wishes to the extend the term of the Agreement for a further six (6) months;

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

1. That the Corporation of the Township of Essa hereby extends the term of the Agreement with the Ministry of Solicitor General for Police Services for a further six (6) months, commencing on the 1st day of July, 2020 and ending on the 31st day of December, 2020, to maintain the current Police Services.
2. That the Mayor and Clerk be authorized to sign and execute all documents relating to the Second Amending Agreement.
3. That this By-law shall be cited as the "Joint OPP Policing Contract By-law – Second Amending Agreement".
4. That this By-law shall come into force and take effect on the date of passing thereof.

READ A FIRST, AND TAKEN AS READ A SECOND AND THIRD TIME AND FINALLY PASSED on this the 6th day of May, 2020.

Sandie Macdonald, Mayor

Lisa Lehr, Clerk

This SECON DAMENDING AGREEMENT is from the 1st day of July, 2020 to the 31st day of December, 2020

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE SOLICITOR GENERAL ("Ontario")

-and-

**THE CORPORATION OF THE TOWNSHIP OF ADJALA-TOSORONTIO
THE CORPORATION OF THE TOWNSHIP OF ESSA
THE CORPORATION OF THE TOWN OF NEW TECUMSETH
("the Municipality")**

BACKGROUND

- A. The Parties entered into the Agreement for the provision of Police Services under Section 10 of the *Police Services Act* (the "Agreement") which commenced on the 01st day of July 2015.
- B. The Agreement includes all the Schedules and Appendices to the Agreement.
- C. Pursuant to Section 29, the Parties may amend the Agreement by written agreement.
- D. The Parties amended the Agreement effective the 01st day of November 2018.
- E. The Parties wish to further amend the Agreement as set out in this Amending Agreement, by extending the duration of the contract to conclude on the 31st of December, 2020, as supported by:

Bylaw # 20-XX, dated [insert] of the Council of the Corporation of the Township of Adjala-Tosorontio (attached as Schedule "A-1"),

Bylaw # 2020-XX, dated [insert] of the Council of the Corporation of the Township of Essa (attached as Schedule "A-2"), and

Bylaw # 2020-XXX, dated [insert] of the Council of the Corporation of the Town of New Tecumseth (attached as Schedule "A-3")

NOW THEREFORE, the Parties agree as follows:

- 1. Section 26 of the Agreement shall be replaced with the following:
 - 26. Notwithstanding the date upon which this Agreement is signed, the term of this Agreement shall commence on the 1st day of July 2015, and shall conclude on the 31st day of December, 2020.

Relevant terms and conditions of the Agreement, that are not specifically amended but that relate to the amendments set out in this Amending Agreement shall be deemed to be amended so as to give effect to the changes herein.

Except for the amendments set out herein, the terms and conditions of the Agreement remain in full force and effect and time shall remain of the essence.

Notwithstanding the date upon which this Amending Agreement is signed, this Amending Agreement is effective from the 1st day of July, 2020 to the 31st day of December, 2020.

FOR ONTARIO

Deputy Solicitor General, Community Safety

FOR THE Corporation of
the Township of Adjala-Tosorontio

Mayor

Clerk

Date signed by Municipality: _____

FOR THE Corporation of
the Township of Essa

Mayor

Clerk

Date signed by Municipality: _____

FOR THE Corporation of
the Town of New Tecumseth

Mayor

Clerk

Date signed by Municipality: _____

10a

Ontario
Provincial
Police

Police
provinciale
de l'Ontario



Municipal Policing Bureau
Bureau des services policiers des municipalités

777 Memorial Ave.
Orillia ON L3V 7V3

777, ave Memorial
Orillia (ON) L3V 7V3

Tel: (705) 329-6200

Fax: (705) 330-4191

File number/Référence: 4000- GOV

April 26, 2020

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

Dear Chief Administrative Officer:

Re: 2021 Municipal Policing Billing Statement Property Count

Please find below The Township of Essa property count provided to the OPP by the Municipal Property Assessment Corporation (MPAC).

The property count data is based on the requirements defined in O. Reg. 267/14 of the Police Services Act (PSA). The counts are based upon the 2019 Assessment Roll data delivered by MPAC to municipalities for the 2020 tax year. The property counts will be used by the OPP to help determine the 2021 municipal policing service Annual Billing Statement.

Municipality	Household	Commercial & Industrial	Property Count
The Township of Essa	7495	189	7684

The Household count is reflected in your 2019 Year-end Analysis Report 5 (Household count) which you receive annually from MPAC, with adjustments to exclude Canadian Force Base (CFB) counts and timeshare units. The Commercial and Industrial counts reflect properties having the designated Realty Tax Class and Realty Tax Qualifiers (RTC/RTQ). Please find the details on <http://www.opp.ca/billingmodel> (search for Property Count Description document).

Please review the count for your municipality and if you have any questions or concerns, please contact your local MPAC Account Manager, Municipal and Stakeholder Relations within 60 days from the issue date on this letter.

Any error in the 2019 year end municipal property count determined as a result of your review, will be confirmed through MPAC and your 2021 municipal billing may be adjusted for the applicable changes.

Yours truly,

T.A. (Bert) McDonald, A/Superintendent
A/ Bureau Commander,
Municipal Policing Bureau

121



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: CAO029-20

DATE: May 6, 2020

TO: Committee of the Whole

FROM: Colleen Healey-Dowdall, Chief Administrative Officer

SUBJECT: COVID-19 Budget Impacts

RECOMMENDATION

That Staff Report CAO029-20 be received for information.

BACKGROUND

This report has been prepared to present to Council information on COVID-19 impacts from a budget perspective. This is just a starting point as more impacts and exact expenses will come. Also included is a projection of expenses to take us to year end.

According to the Township's Manager of Parks & Recreation, the Municipality has issued the following Parks & Recreation refunds due to COVID-19 (March 14-May 3): \$45,154.62. Council has deferred the paving of the Bob Geddes Ball Park parking lot to adjust for the shortfall in Arena revenue (budget estimate of \$49,500 from taxation). As well, there is one full time vacancy in the Parks and Recreation dept, and two contracts not filled for summer; combined, this is a savings of approx. \$10,000/month. Depending on the length of the COVID-19 emergency, there may be reductions carrying forward into the fall and over winter but that remains unknown at this time. The Parks and Recreation dept is able to reduce staff depending on the circumstance.

Shortfall in Revenue <i>(no order)</i>	Adjustments <i>(no order)</i>
\$45,154.62 (March and April)	Deferral of paving \$49,500
Additional shortfalls pending	Staffing \$10,000/month, term unknown

Not so with Roads and Public Works, as essential road works/maintenance must continue, particularly with respect to winter operations. That being said, the Township will be saving approx. \$10,000/month on staff for Roads and Public Works for the months of May to September (spread amongst 4 staff not at work). The GIS sign inventory (\$7,000 from taxation) and Engineering Standards (\$5,000 from taxation) projects will be deferred until the new Manager of Public Works is able to better assess these matters. As well, it has been recommended and accepted that the surface treatment of the 6th Line

south of CR 21 and the 8th Line between the 20th and 25th Sideroads, to total \$144,000 from taxation, be deferred. This 8th Line deferral corresponds with the planned detour put forward by the County to accommodate for CR 56 reconstruction. Further note that during March and April, additional supervision was required in the Roads dept due to the staggered and separated shifts (resulting in OT).

Additional Expense <i>(no order)</i>	Adjustments <i>(no order)</i>
OT for supervision \$2,500 (March and April)	Staffing \$10,000/month (May to Sept only)
PPE – masks and thermometers ordered	Budget deferrals impacting taxation \$156,000
Cleaning supplies approx. \$500/month	Possible to defer the pedestrian crossing for Thornton (\$115,000 with 10% from taxation)

Concerning by-law enforcement, Council approved additional hours which, to-date, have totalled 15 hours. Going forward, this may impact the budget by approx. \$1,000/month so long as the isolation Orders of the Province are to be enforced.

Additionally, Essa has spent as follows (estimated figures for March and April):

Signage (includes parks and messaging signage)	\$7,500
Computers (3 lap tops)	\$3,000
Software licensing to enable intranet, video conferencing and working from home	\$1,000
Improved internet in Council Chambers, cords, etc	\$1,000
Cleaning supplies/month	\$ 500
Masks and PPE for firefighters	\$3,000

Note: the most recent building permit summary report has been attached for reference. To-date, permits until the end of March are “up”. Later reports will be interesting to review, all depending on the length of the pandemic restrictions. Planning is carrying on with business as usual, more or less.

Total of expenses to-date – estimates to be later verified by Treasury \$20,000
(This estimate of expenses does not take into account adjustments which the municipality has or may react with.

Should the isolation Orders continue, the monthly impacts from cleaning and sanitization supplies would be approx. \$1,000.

Further impacts to the municipality will be brought forward in due course.

COMMENTS AND CONSIDERATIONS

Some of the larger municipalities are being “hit” the hardest – especially those which are urban and have public transit systems. Public transit systems are taking a hard hit with

respect to revenue. As well, urban centres or larger municipalities are facing issues such as homelessness and mental and wellness support strains. The County of Simcoe for example, has been housing the homeless in hotels to protect this vulnerable sector during the COVID-19 crisis, and as well, needing to address Long Term Care Home issues and outbreaks, and supporting shelters that take care of people in need (ie, abused women). This, along with a cumulative impact from the collection/delinquency of taxes from a broader base, is giving cause for concern for cashflow which is not as concerning here in Essa. As a result, FCM is proposing a new source of funding from the federal government that would operate in much the same way as the Gas Tax program, with a guaranteed minimum funding amount to be sent to each municipality and an additional amount to those with public transit systems based on population.

FINANCIAL IMPACT

The Township is aware that aside from hall rentals, ice and program cancellations, there will be property taxes and water and sewer bills which will not be able to be paid thereby putting a strain on cashflow going forward. The Manager of Finance has reported that to-date, there is approx. 1% more taxes uncollected in 2020 as compared to this time last year (11.5% at the end of March 2019 and 12.5% at the end of March 2020).

Moving forward, there may also be less development charges collected as building permits wane although as of right now, permits are on-track relative to other years. This then impacts on capital projects in the future (if a decline is realized).

SUMMARY/OPTIONS

Council may:

1. Take no further action.
2. Receive this report for information to stimulate discussion on budgetary matters.
3. Direct staff in any course of action that Council may so wish.

CONCLUSION

Option #2 is recommended.

Respectfully submitted:



Colleen Healey-Dowdall
CAO

Attachments:

Building permit summary for March as compared to last year

Mar-20
Current

Permits Issued	# Permits Issued	# Permits Issued YTD	Monthly Construction Value of Permits Issued	Construction Value of Permits Issued YTD	Monthly Building Permit Fees	Building Permit Fees YTD
Residential	7	47	\$651,000.00	\$6,323,020.00	\$6,615.05	\$80,943.05
Commercial	1	2	\$30,000.00	\$30,000.00	\$100.00	\$2,824.00
Industrial	0	0	\$0.00	\$0.00	\$0.00	\$0.00
Institutional	0	0	\$0.00	\$0.00	\$0.00	\$0.00
Public Utilities	0	0	\$0.00	\$0.00	\$0.00	\$0.00
Agricultural	1	2	\$400,000.00	\$450,000.00	\$373.07	\$473.07
TOTAL	9	51	\$1,081,000.00	\$ 6,803,020.00	\$7,088.12	\$ 84,240.12

Y.O.Y.	11	40	\$111,500.00	\$ 4,345,000.00	\$1,810.90	\$ 27,584.64	205.39%
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125

NEW SFD CONSTRUCTION				
Dwelling Units Created				
Type	Current Month	YTD	Dwelling Const. Value	Dwelling Const. Value YTD
SFD/SEMI/ROW	2	26	\$470,000.00	\$5,507,000.00
Mult Res Bldgs	0	0	\$0.00	\$0.00
Accessory Apt within Existing Res Bldg	0	0	\$ -	\$0.00
TOTAL	2	26	\$470,000.00	\$5,507,000.00

Y.O.Y	0	6	\$ -	\$ 2,769,500.00
	0.00%	333.33%	0.00%	98.84%