

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

**WEDNESDAY, JULY 8, 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 PD024-20 submitted by the Manager of Planning and Development, re: Results of the Official Plan Review Request for Proposals.**

Recommendation: Be it resolved that Staff Report PD024-20 be received; and That Council authorize the Manager of Planning and Development to retain MHBC as the consultants to facilitate and execute the Township's Official Plan Review at a cost of \$111,786.75 plus H.S.T.

- p. 7 b. **Staff Report PD025-20 submitted by the Manager of Planning and Development, re: Part Lot Control, Plan 51M-1129 Lancaster Homes, East Part Lot 31, Concession 3.**

Recommendation: Be it resolved that Staff Report PD025-20 be received; and That Council approve adoption of a Part Lot Control By-law, in order for Part Lot Control to be applied to permit for the division of Lots 12-13 and 19-27 of Plan 51M-1129 into semi-detached units for Lancaster Homes at East Part Lot 31, Concession 3, Angus.

- 5. PARKS AND RECREATION/ COMMUNITY SERVICES**
- 6. FIRE AND EMERGENCY SERVICES**
- 7. PUBLIC WORKS**
- 8. FINANCE**

9. CLERKS / BY-LAW ENFORCEMENT / IT

- p. 12 a. **Staff Report C024-20 submitted by the Clerk, re: Parks Use By-law – Second Draft.**

Recommendation: *Be it resolved that Staff Report C024-20 be received; and That Council approve the Draft Parks Use By-law as attached, to regulate the use and operation of municipally owned Parks, Fishing Parks and Trails in the Township of Essa; and That the Draft By-law be presented to Council for its consideration in the Regular Meeting of this date.*

- p. 35 b. **Staff Report C025-20 submitted by the Clerk, re: Littering By-law.**

Recommendation: *Be it resolved that Staff Report C025-20 be received; and That Council approve the Draft Littering By-law as attached; and That the Draft By-law be presented to Council for its consideration in the Regular Meeting of this date.*

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

- p. 42 a. **Staff Report CAO040-20 submitted by the Chief Administrative Officer, re: Baxter Water System.**

Recommendation: *Be it resolved that Staff Report CAO040-20 be received; and That Council accept the Baxter Water Expansion proposal as presented in AECOM's design package and endorse submission to the Ministry of Environment; and That Council approve the proposed Water Supply Amending Agreement with the purchase of additional water from the Town of New Tecumseth to commence in January 1, 2021.*

- p. 63 b. **Staff Report CAO041-20 submitted by the Chief Administrative Officer, re: Nottawasaga Foundation 2020 Campaign.**

Recommendation: *Be it resolved that Staff Report CAO041-20 be received; and That Council authorize Staff to proceed with donating the \$2,500.00 as was approved in Essa's 2020 Budget to the Nottawasaga Foundation 2020 Campaign, despite the cancellation of the Annual Charity Golf Tournament due to COVID-19.*

11. OTHER BUSINESS

12. ADJOURNMENT

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 2nd day of September, 2020 at 6:00 p.m.*



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: PD024-20

DATE: July 8th, 2020

TO: Committee of the Whole

FROM: Aimee Powell, B.URPI., MPA, MCIP, RPP

SUBJECT: Results of the Official Plan Review Request for Proposals

RECOMMENDATION

That Staff Report PD024-20 be received for information, and

That Staff be directed to retain MHBC as the consultants to facilitate and execute the Township's Official Plan Review at the cost of \$111,786.75 plus HST.

BACKGROUND

Through the 2020 Budget deliberations held in Q4 of 2019, Council approved project funding to support the initiation of a comprehensive Official Plan Review of the current 2001 Official Plan. Staff then advertised a Request for Proposals (RFP) to retain a Professional Planning Consulting firm to undertake the project management, review, and creation of a new Official Plan for the Township. This RFP was posted for advertisement on the Township and 'Biddingo' websites on May 5th, 2020. Biddingo is a common marketplace where bids, RFPs and tenders are advertised for municipal projects.

The RFP's posting ended on June 11th, 2020. A total of three Planning Consulting firms provided submissions to the Township, MacNaughton Hermsen Britton Clarkson Planning Limited (MHBC), Skelton Brumwell & Associates Inc. (SBA), and Sorensen Gravely Lowes Planning Associates Inc. (SGL). These submissions were evaluated by the Evaluation Committee consisting of the Manager of Planning and Development, the Chief Administrative Office, and Councillor White.

COMMENTS AND CONSIDERATIONS

The Evaluation Committee reviewed the three submissions based on the following categories:

- The proposed Public Engagement Strategy
- The proposed Project Timeline
- The proposed Project Cost
- The Firm's Relevant Experience
- The proposed Project Team; and
- The Overall Submission.

Each member of the Evaluation Committee scored the submissions in accordance with six categories. Each category was scored out of 10, for a maximum of 60 points per submission by each Committee Member. The table below shows the combined scores of the Evaluation Committee's reviews (three Committee Members scoring out of 60 equals a total score out of 180).

Township of Essa Official Plan Review Submissions Evaluation							
Evaluation Criteria							
Consulting Firm	Public Engagement Strategy	Project Timeline	Price	Relevant Experience	Project Team	Overall Submission	Total (out of 180)
MHBC Planning Limited	22	21	18	25	25	24	135
Skelton Brunwell & Associates Inc.	20	23	24	23	20	21	131
SGL Planning & Design Inc.	19	17	7	17	17	18	95
Highest Scoring Submission: MHBC Planning Limited							

** Scoring is based on the combined results of all 3 Evaluation Committee Members independent review of the submissions**

As indicated in the table above, MHBC scored the highest through the Evaluation Committee's review of the submissions, with SBA scoring the second highest and SGL scoring the third highest of all three submissions.

MHBC's proposal identified:

- a thorough and locally relevant public engagement strategy,
- a reasonable project completion date of September 2021 (as seen in Attachment A), given the Province's July 1, 2022 deadline to have all Official Plans be in conformity,
- a total project cost of \$111,768.75 plus HST,
- a demonstration that their local and municipal experience aligns well with our anticipated project deliverables,
- a diversified project team with a mix of senior and junior supporting staff specializing in Official Plan reviews; and
- an overall comprehensive and tailored proposal that demonstrated their understanding of the needs of the Townships and its ask.

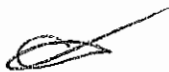
It is therefore recommended that the Township retain MHBC to complete the Township's Official Plan comprehensive review and update. Should MHBC not accept the Township's request for the completion of this project, the Evaluation Committee deem it appropriate to retain the services of SBA as an alternative, versus reposting the RFP (see Attachment B for SBA's project schedule). Irrespective of the Consultant chosen for this project, the contract will end upon the completion of the Official Plan review and update. Any future needs of the Township requiring Consulting services will be fulfilled through new RFPs.

Undertaking an Official Plan Review is one of the most important services that a Municipality will undertake. Therefore, considerable staffing resources will be required for the successful completion of this project. As a result, most of the future Planning Act Applications will be reviewed and processed by Planning Consultants acting on behalf of the Township, at the applicant's sole expense, to avoid the Township not being able to maintain previous and current service delivery standards.

FINANCIAL IMPACT

Through the 2020 Budget planning that took place in Q4 of 2019, this project received funding approval from Council in the amount of \$75,000; 90% of these funds are paid through Development Charges revenue, and 10% of these funds are paid through Taxation. An Official Plan Review typically spans over more than one year, therefore Staff will be making a request of Council through the 2021 Budget deliberations for upwards of \$40,000 (90% being from Development Charges Revenue, and 10% being from Taxation) to ensure this project is adequately funded so that it can be successfully completed.

- Manager of Finance or Deputy Treasurer Approval:



SUMMARY/OPTIONS

Council May:

1. Take no further action.
2. Direct Staff to retain MHBC as the consultants to facilitate and execute the Township's Official Plan Review at the cost of \$111,786.75 plus HST.
3. Direct Staff in another manner that Council deems appropriate.

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CONCLUSION

Option # 2 is recommended.

Respectfully Prepared By:

Reviewed By:

Aimee Powell

Aimee Powell, B.URPI., MPA, MCIP, RPP
Manager of Planning and Development

Colleen Healey-Dowdall

for Colleen Healey-Dowdall
CAO

Attachment A: MHBC Project Schedule
Attachment B: SBA Project Schedule

ATTACHMENT A

**Figure 1 - Work Plan
Township of Essa - Official Plan**



#	Task	2020						2021									
		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	
Phase 1 - Background Research																	
1	Start-up Meeting with Township Staff	█															
2	Review of Background Information, Provincial Legislation and Plans		█	█													
3	Project Initiation Meeting with Council		█														
4	Visioning Workshop		█														
5	Discussion Paper #1			█													
6	Open House #1				█												
7	Stakeholders Breakfast				█												
8	Project Team Meeting/Council Meeting					█											
Phase 2 - Draft Official Plan																	
9	Discussion Paper #2					█											
10	Meeting with County Staff					█											
11	Project Team Meeting/Council Meeting						█										
12	Preparation of Draft Official Plan						█	█	█								
13	Open House #2									█							
14	Discussion Paper #3										█						
15	Project Team Meeting/Council Meeting											█					
16	Finalize Draft Official Plan												█				
17	Statutory Public Meeting													█			
Phase 3 - Final Official Plan																	
18	Discussion Paper #4														█		
19	Project Team Meeting/Council Meeting															█	
20	Preparation of Final Official Plan															█	
21	Adoption of New Official Plan																█

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ATTACHMENT B

49

Legend		Staff Review	D	Deliverable	M	Meeting or Consultation																												
Official Plan Review GANTT Timeline - 2020/2021		June 2020	July 2020	August 2020	September 2020	October 2020	November 2020	December 2020	January 2021	February 2021	March 2021	April 2021	May 2021	June 2021																				
TASK	DESCRIPTION	31-06-2020	15-06-2020	01-07-2020	15-07-2020	29-07-2020	12-08-2020	26-08-2020	09-09-2020	23-09-2020	07-10-2020	21-10-2020	04-11-2020	18-11-2020	01-12-2020	15-12-2020	29-12-2020	12-01-2021	26-01-2021	09-02-2021	23-02-2021	09-03-2021	23-03-2021	06-04-2021	20-04-2021	04-05-2021	18-05-2021	31-05-2021	14-06-2021	28-06-2021				
Phase 1: Background Research																																		
1	Kick-off Meeting																																	
2	Development of Project Website																																	
3	Analysis of Background Information – Provincial																																	
4	Analysis of Background Information – Municipal																																	
5	Review of Official Plan Policies & Conformity																																	
6	Preparation of Public Meeting Materials																																	
7	Public Open House – Introduction to the Project																																	
8	Discussion Paper #1 – Provincial & Upper-tier Compliance, & Other Planning Issues																																	
9	Meeting with Planning & Sr. Staff & Council to Review Discussion Paper #1																																	
10	Update to Project Website																																	
11	Monthly Project Management Meeting																																	
Phase 2: Background Studies & Discussion Papers																																		
1	Prepare Draft #1 of Official Plan																																	
2	Discussion Paper #2 – Draft Official Plan Policy Directions Report																																	
3	Meeting with Planning & Sr. Staff & Council to Review Discussion Paper #2																																	
4	Public Open House – First Draft Official Plan																																	
5	Media Releases, Mailings, Comment Matrix, & Project Website Updates																																	
6	Discussion Paper #3 – Summary of Input from Open Houses																																	
7	Meeting with Planning & Sr. Staff & Council to Review Discussion Paper #3																																	
8	Revisions to Draft Official Plan																																	
9	Prepare Public Meeting Materials																																	
10	Statutory Public Meeting & Open House – First Draft Official Plan																																	
11	Monthly Project Management Meeting																																	
Phase 3: Policy Development																																		
1	Discussion Paper #4 – Summary of Comments from Statutory Public Meeting & Open House																																	
2	Meeting with Planning & Sr. Staff & Council to Review Discussion Paper #4																																	
3	Update Project Website																																	
4	Revise Draft Official Plan																																	
5	Draft Official Plan for enactment by Council																																	
6	Prepare Public Meeting Materials																																	
7	Council Meeting – Adoption of Final Official Plan																																	
8	Monthly Project Management Meeting																																	



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: PD025-20

DATE: July 8th, 2020

TO: Committee of the Whole

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

SUBJECT: Part Lot Control, Plan 51M-1129
Lancaster Homes., East Part Lot 31, Concession 3

RECOMMENDATION

That Staff Report PD025-20 be received; and

That Council consider adopting a Part Lot Control By-law in order for Part Lot Control, as prescribed by the Planning Act, to be applied to permit for the division of Lots 12-13, and 19-27 of Plan 51M-1129 into Semi-Detached units for Lancaster Homes at East Part Lot 31, Concession 3, Angus.

BACKGROUND

SanDiego Homes and the Township of Essa entered into a Subdivision Agreement on October 16th, 2017 and the plan of subdivision was registered on November 7th, 2017. This subdivision plan has 72 Blocks and Lots, and a mix of residential homes including single-detached homes, semi-detached homes, and townhouse blocks. SanDiego Homes has since sold lots, including but not limited to the subject lots, to Lancaster Homes, who have recently submitted a request for Part Lot Control to be applied to Lots 12-13, and 19-27 of Subdivision Plan 51M-1129 (See Attachment 'A' for a copy of the Builder's Letter of Request).

As common practice, it is expected that a Builder seeks Part Lot Control approval when dealing with townhouses and/or semi-detached homes sharing blocks or lots within a Plan of Subdivision.

COMMENTS AND CONSIDERATIONS

The Builder has provided Staff with the Registered M (Subdivision) Plan prepared by Eplett Worobec Raikes Surveying Ltd, and the preliminary Registered Plans prepared by J.D. Barnes Limited, for the lands within 51M-1129, Blocks & Lots 1-72. Staff has reviewed the Plans provided and finds them acceptable in addition to subsequent

amendments to the Township's Zoning By-law 2003-50, in regards to the nature of this request. (See Attachment B for the Plan's survey)

Staff has no objection to supporting the Builder's request for Part Lot Control so that the lots can be sold individually. Attachment C is a copy of the Part-Lot Control By-law.

FINANCIAL IMPACT

No financial impact. The Builder is responsible for paying all legal fees associated with registering the appropriate By-law on title. The appropriate application and required deposit fees to support this request have been received by the Township.

Reviewed by Finance Department: 

Landowner/Developer Account in Good Financial Standing: Yes No

SUMMARY/OPTIONS

Council may:

1. Take no further, action which may prevent the sale of the homes within Lots 12-13 and 19-27 within Plan 51M-1129.
2. Adopt a Part Lot Control By-law in order for Part Lot Control, as prescribed by the Planning Act, to be applied to permit for the division of Lots 12-13 and 19-27 of Plan 51M-1129 into Semi-Detached units for Lancaster Homes at East Part Lot 31, Concession 3, Angus.
3. Deny the request of the builder, with reasons.

CONCLUSION

Option 2 is recommended.

Respectfully submitted:

Aimee Powell

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

Reviewed by:

Colleen Healey-Dowdall

rx _____
Colleen Healey-Dowdall
CAO

Attachments:

- A. Letter of Request from Lancaster Homes for Part Lot Control approval
- B. Plan 51M-1129
- C. Part Lot Control By-law



J.D. BARNES
LIMITED
LAND INFORMATION SPECIALISTS

46

*June 25/20
@ 11:17 AM*

June 25, 2020

COURIER

Aimee Powell
Manager of Planning and Development
Essa Township
5786 Simcoe Road 21
Utopia, Essa Township
L0M 1T0

Re: **San Diego Homes Subdivision Agreement – Angus
Registered Plan 51M-1129
Part-Lot-Control
J.D. Barnes Ref. No. 20-11-797-00**

Dear Aimee:

On behalf of Lancaster Homes we wish to apply to have a Part-Lot-Control Exemption By-law registered to allow for the sales of the linked (semi-detached) Lots on the above mention plan of Subdivision for the following Lots:

Lots: 12, 13, 19, 20, 21, 22, 23, 24, 25, 26 and 27

Please find enclosed three prints of the preliminary Reference Plans, and one copy of Registered Plan 51M-1129, and a cheque from Lancaster Homes (in the amount of \$2,350.00) for the application fee.

We trust this is satisfactory for your requirements, should you have any questions please contact the undersigned.

Yours truly,

J.D. BARNES LIMITED

Pier De Rosa, OLS,
Manager – Barrie Office
Email: pderosa@jdbarnes.com

c. Alan Zheng, Lancaster Homes

ATTACHMENT B

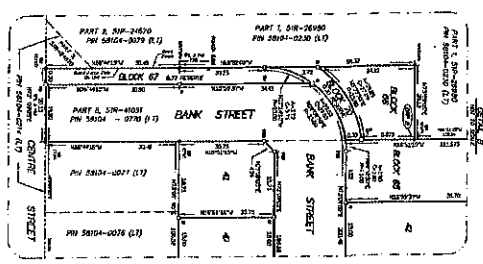
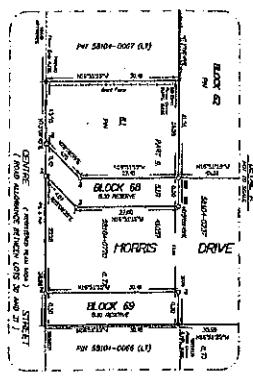
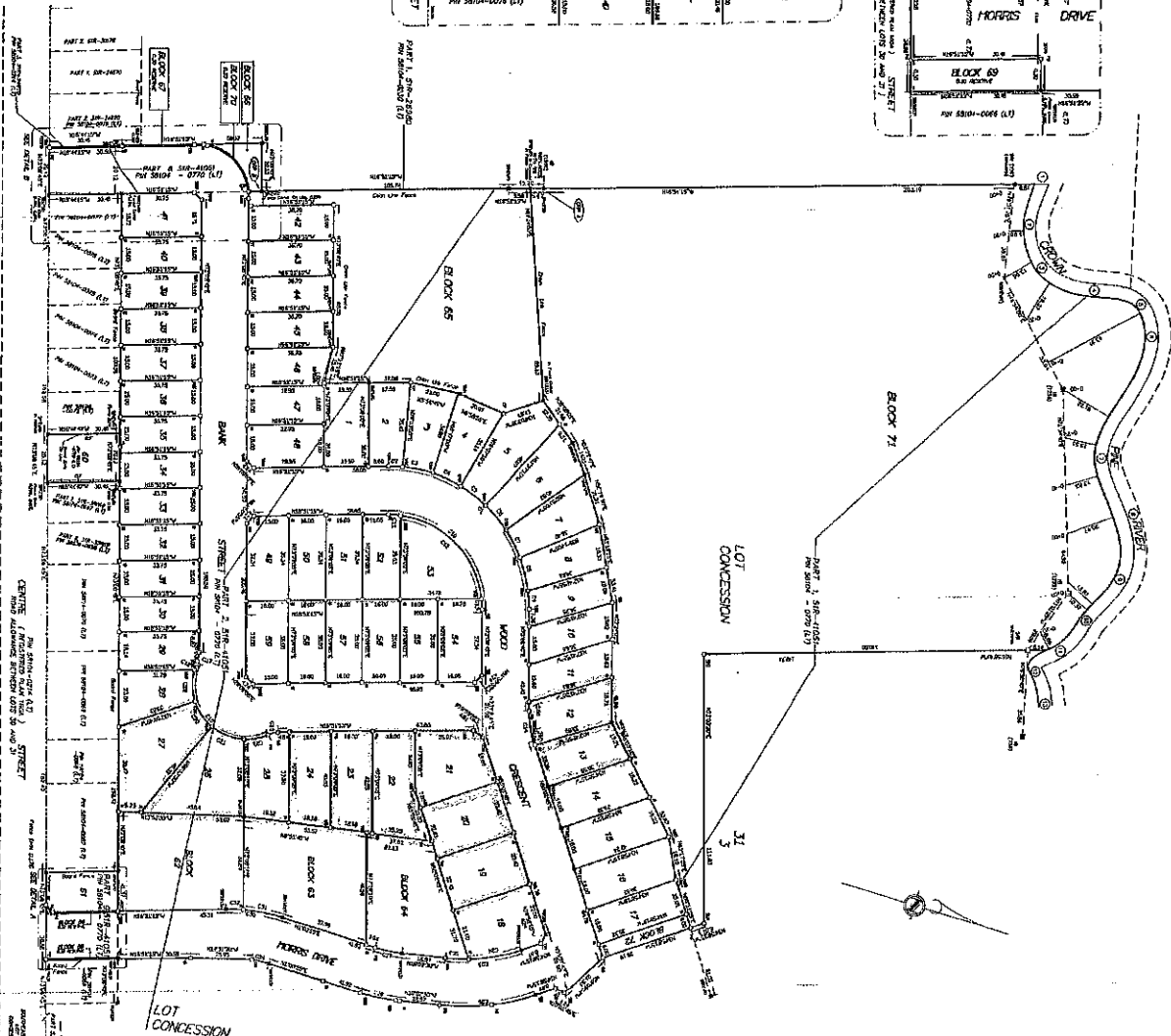


TABLE 1 - LOT SCHEDULE

Block	Lot No.	Area (sq. ft.)	Area (sq. m.)	Use
67	1	10,000	929	Residential
67	2	10,000	929	Residential
67	3	10,000	929	Residential
67	4	10,000	929	Residential
67	5	10,000	929	Residential
67	6	10,000	929	Residential
67	7	10,000	929	Residential
67	8	10,000	929	Residential
67	9	10,000	929	Residential
67	10	10,000	929	Residential
67	11	10,000	929	Residential
67	12	10,000	929	Residential
67	13	10,000	929	Residential
67	14	10,000	929	Residential
67	15	10,000	929	Residential
67	16	10,000	929	Residential
67	17	10,000	929	Residential
67	18	10,000	929	Residential
67	19	10,000	929	Residential
67	20	10,000	929	Residential
67	21	10,000	929	Residential
67	22	10,000	929	Residential
67	23	10,000	929	Residential
67	24	10,000	929	Residential
67	25	10,000	929	Residential
67	26	10,000	929	Residential
67	27	10,000	929	Residential
67	28	10,000	929	Residential
67	29	10,000	929	Residential
67	30	10,000	929	Residential
67	31	10,000	929	Residential
67	32	10,000	929	Residential
67	33	10,000	929	Residential
67	34	10,000	929	Residential
67	35	10,000	929	Residential
67	36	10,000	929	Residential
67	37	10,000	929	Residential
67	38	10,000	929	Residential
67	39	10,000	929	Residential
67	40	10,000	929	Residential
67	41	10,000	929	Residential
67	42	10,000	929	Residential
67	43	10,000	929	Residential
67	44	10,000	929	Residential
67	45	10,000	929	Residential
67	46	10,000	929	Residential
67	47	10,000	929	Residential
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67	52	10,000	929	Residential
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67	54	10,000	929	Residential
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67	58	10,000	929	Residential
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67	79	10,000	929	Residential
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67	82	10,000	929	Residential
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67	87	10,000	929	Residential
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67	89	10,000	929	Residential
67	90	10,000	929	Residential
67	91	10,000	929	Residential
67	92	10,000	929	Residential
67	93	10,000	929	Residential
67	94	10,000	929	Residential
67	95	10,000	929	Residential
67	96	10,000	929	Residential
67	97	10,000	929	Residential
67	98	10,000	929	Residential
67	99	10,000	929	Residential
67	100	10,000	929	Residential



LOTS SUBJECT TO PART LOT CONTROL: 12-13 & 19-27 AS INDICATED ABOVE

APPROVED AND ACCEPTED AS THE ENGINEER'S PLAN BY THE CITY OF MOBILE, ALABAMA

[Signature]
CITY ENGINEER

PLAN 57M - 1129

1. OWNER: [Name]
2. ADDRESS: [Address]
3. CITY: MOBILE, ALABAMA
4. COUNTY: MOBILE COUNTY, ALABAMA
5. DATE: [Date]

[Signature]
CITY ENGINEER

PLAN OF SUBDIVISION
LOT 12-13
CONCESSION 3
COUNTY OF MOBILE
STATE OF ALABAMA

REMARKS:
1. THIS PLAN IS SUBJECT TO THE CITY OF MOBILE ZONING ORDINANCES AND THE CITY ENGINEER'S REVIEW.
2. THE CITY ENGINEER'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE PLAN AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED HEREON.
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NOTES:
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CONCESSION 3
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DELLI WOODS ENGINEERING, LTD.
10000 WOODS DRIVE
MOBILE, ALABAMA 36688
TEL: 334-885-1111
FAX: 334-885-1112

ATTACHMENT C

THE CORPORATION OF THE TOWNSHIP OF ESSA

BY-LAW NO. 2020 - _____

A By-law of The Corporation of the Township of Essa to remove Lots 12-13 and 19-27, Plan 51M-1129 from the Part Lot Control Provisions of the Planning Act.

WHEREAS Subsection 50(7) of the *Planning Act*, R.S.O. 1990, c.P. 13 provides that the Council of a local municipality may by by-law provide that Subsection 50(5) does not apply to land that is within such Plan or Plans of Subdivision or part or parts thereof as is or are designated in the by-law, and where the by-law is approved by the County of Simcoe, Subsection 50(5) ceases to apply to such lands;

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

1. Subsection 50(5) of the *Planning Act*, R.S.O. 1990, c.P.13 does not apply to the following lands in the Township or Essa.

Lots 12-13 and 19-27 on Plan 51M-1129

2. This By-law shall come into force and effect after the requirements of Subsection 50(7) have been complied with.
3. This By-law shall be registered on title in the Land Registry Office for the County of Simcoe.

READ A FIRST TIME AND TAKEN AS READ A SECOND AND THIRD TIME AND FINALLY PASSED THIS 8th DAY OF July, 2020.

Sandie Macdonald, Mayor

Lisa Lehr, Clerk



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: C024-20

DATE: July 8, 2020

TO: Committee of the Whole

FROM: Lisa Lehr, Clerk
Jason Coleman, Manager of Parks and Recreation

SUBJECT: Parks Use By-law – Second Draft

RECOMMENDATION

That Staff Report C024-20 be received; and

That Council consider approving the Draft Parks Use By-law as attached, to regulate the use and operation of municipally owned Parks, Fishing Parks and Trails in the Township of Essa.

BACKGROUND

At its meeting of April 15, 2020 Council received Staff Report C015-20 (Attachment No. 1) which contained a Draft Parks Use By-law. The intent of the By-law is to regulate the use and operation of municipally owned Parks, Fishing Parks and Trails in the Township of Essa, with Set Fines to be included as a deterrent in respect of issues of non-compliance.

At the same meeting, Council requested staff to investigate options available for safe, accessible boat launching at parks in the municipality. At its meeting of May 6, 2020, the Manager of Parks and Recreation presented Report PR008-20 (Attachment No. 2) for Council's consideration. After deliberation, Council directed the Manager of Parks and Recreation to continue with this research into safe, accessible boat launch sites that could be municipally endorsed in the future.

During 2020 Budget Deliberations, Council approved funds for a new designated boat launch to be constructed, however this project has not yet been completed at the time of writing this Report.

COMMENTS AND CONSIDERATIONS

At its meeting of April 15, 2020, Council proposed amendments to be made to the first draft of the Parks Use By-law. Specifically, said amendments were exclusive to the Hours of Operation for the Parks and Fishing Parks as follows:

- 3.1 All Municipal Parks shall be deemed to be closed at 11:00 p.m. and shall remain closed until **6:00 a.m.** seven days a week, or as defined in a Township issued Special Occasion Permit, or as set forth in a Parks Use Agreement.
- 3.2 All Fishing Parks shall be deemed to be closed at 11:00 p.m. and shall remain closed until **5:00 a.m.** seven days a week.

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Additionally, Council recommended that a provision be included to prohibit the launching of motorized watercraft from the shoreline of municipal parks. As a result, it is recommended that Section 6.2 be amended to read as follows:

6.2 Boat Launching

(a) *While in a Municipal Park, Fishing Park, or on municipal property, it is an offence for any person to:*

i. *Launch any motorized watercraft from the shoreline.*

A copy of the amended Draft Parks Use By-law has been included (Attachment No. 3) for Council's consideration. It is anticipated that Schedule B ("Designated Boat Launch Sites") of the Draft By-law will be amended after construction of the new boat launch has been completed in 2020, and/or the Manager of Parks and Recreation reports on safe, accessible boat launch locations for Council to consider in the future.

Given that parks are re-opening following the COVID-19 Pandemic, Staff are in support of this By-law being considered by Council at this time, and as such, the Draft By-law contained in this Report has been placed on the Regular Council Agenda for Council's consideration.

FINANCIAL IMPACT

No financial impact would be realized by the passage of the Draft By-law.

Set Fines contained in the Draft By-law have been reviewed by the Office of the Attorney General. Revenue would be generated as a result of fines being issued for non-compliance by users of the Parks, Fishing Parks and Trails.

SUMMARY/OPTIONS

Council may:

1. Take no further action.
2. **Approve the Draft Parks Use By-law, as attached.**
3. Amend the Draft Parks Use By-law as Council deems appropriate.

CONCLUSION

Staff recommends that Council approve Option No. 2.

Respectfully Submitted by:

Reviewed By:

Lisa Lehr
Clerk

Jason Coleman
Manager of Parks and Recreation

Colleen Healey-Dowdall
Chief Administrative Officer

Attachments:

- 1 – Copy of Staff Report C015-20 "Draft Park Use By-law"
- 2 – Copy of Staff Report PR008-20 "Boat Launches"
- 3 – DRAFT Park Use By-law (includes all proposed amendments)



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: C015-20
DATE: April 15, 2020
TO: Committee of the Whole
FROM: Lisa Lehr, Clerk
SUBJECT: Draft Park Use By-law

RECOMMENDATION

That Staff Report C015-20 be received; and

That Council approve the attached Draft Parks Use By-law, to regulate the use and operation of municipally owned Parks, Fishing Parks and Trails in the Township of Essa; and

That the Draft By-law as attached be presented to Council for its consideration at their meeting of May 6, 2020.

BACKGROUND

At its meeting of March 4, 2020, a public meeting was held in respect of amending the Zoning By-law to, among other things, prohibit the launching of boats in the Fishing Parks in the Township of Essa (specifically, Don Ross Fishing Park, Nottawasaga Fishing Park, Centennial Fishing Park, and Angus Community Park). The direction of Council from this meeting was that the Clerk's Department provide Council with a comprehensive By-law specific to regulating the use of municipal parks, fishing parks and trails by members of the public.

In respect of authority granted to municipalities, the *Municipal Act, 2001*, as amended, permits lower tier municipalities to pass By-laws in respect of the following matters:

- The health, safety and well-being of persons [ss. 11(2)]; and
- Culture, parks, recreation and heritage [ss. 11(3)]

Additionally, Part XIV of the Act (s.429) grants municipalities the authority to establish a system of fines for offences under a By-law of which the municipality can pass under the *Municipal Act* once approved by the Attorney General.

COMMENTS AND CONSIDERATIONS

A By-law has been drafted and circulated for comments from the Chief Administrative Officer and the Manager of Parks and Recreation, of which comments have been incorporated as such in the Draft By-law. The intent of the By-law is to provide the public with a "one-stop-shop" By-law outlining regulations and prohibitions in regards to usage of these municipal properties.

The Draft Parks Use By-law (Attachment No. 1) addresses the following issues, to name a few:

- Hours open to the public

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- Barbecuing
- Open air fires
- Camping
- Use of tents
- Alcohol
- Motorized vehicles, including cars, trucks ATVs, snowmobiles
- Noise
- Boat Launching
- Smoking
- Disposal of garbage/waste in parks and water

As these properties are for the enjoyment of all users, it is believed that the attached Draft By-law clearly addresses matters in a clear, concise manner, whereby the municipality has historically received inquiries/concerns/complaints in relation to use of these properties.

FINANCIAL IMPACT

No financial impact would be realized by the passage of the Draft By-law.

Should Council proceed in implementing Set Fines in the Draft By-law, revenue would be generated as a result of fines being issued.

SUMMARY/OPTIONS



Council may:

1. Take no further action.
2. **Approve the Draft By-law as presented, and present the attached By-law to Council for passage at its meeting of May 6, 2020.**
3. Amend the Draft By-law as Council deems appropriate, and present an amended By-law to Council for passage at its meeting of May 6, 2020.

CONCLUSION

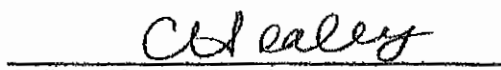
Staff recommends that Council approve Option No. 2.

Respectfully submitted:

Reviewed by:



Lisa Lehr
Clerk



Colleen Healey-Dowdall
Chief Administrative Officer

Attachments:

1 – DRAFT By-law to regulate the use and operation of municipally owned Parks, Fishing Parks and Trails in the Township of Essa. *f. Removed*



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.

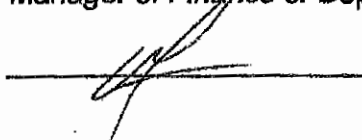
The boat launch located at the end of the 20th Sideroad has areas where boats have been launched in the past. The NVCA has a sign posted indicating a boat launch. An item noted at this location is that it is currently not safe, accessible, and inclusive for all persons to launch a boat.

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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



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Boat Launch Located at the end of 20th Sideroad



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Boat Launch Located at the end of 20th Sideroad

Continued



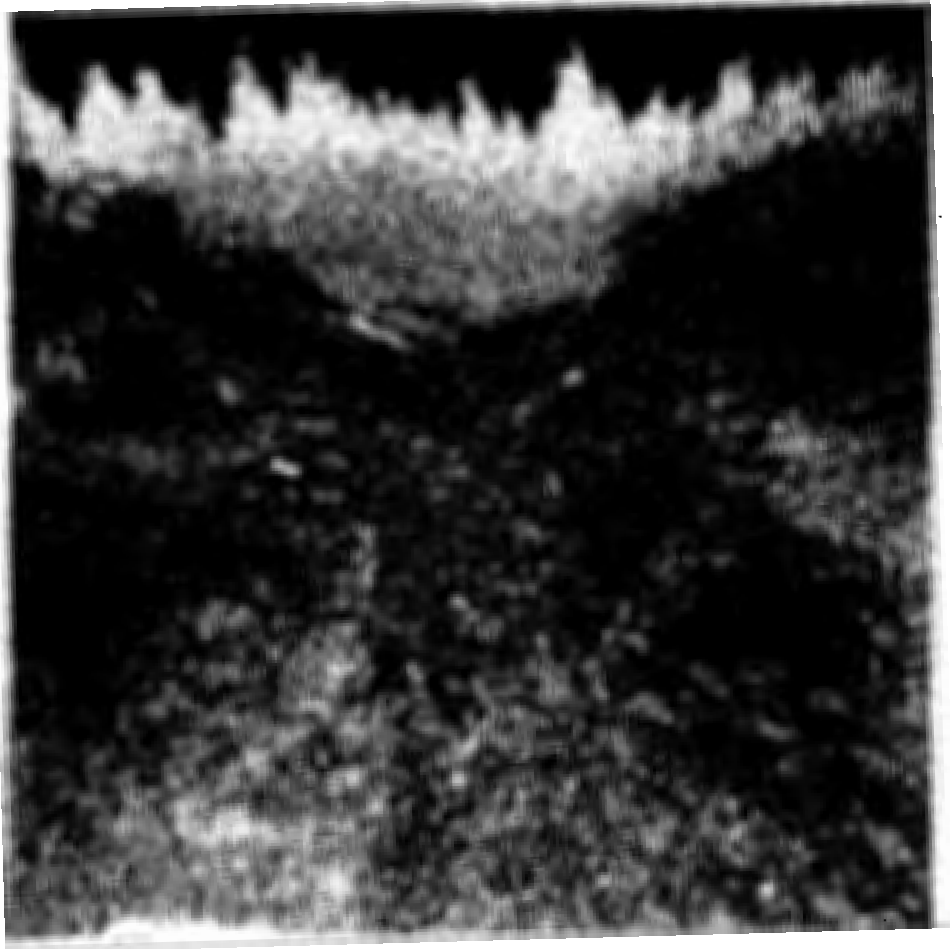
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Don Ross Fishing Park



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Don Ross Fishing Park Continued



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Attachment #3

THE CORPORATION OF THE TOWNSHIP OF ESSA

BY-LAW 2020 – xx

A By-Law to regulate the use and operation of municipally owned Parks and Trails in the Township of Essa.

WHEREAS subsection 5(3) of the *Municipal Act 2001*, S.O. 2001, c.25, provides that municipal power shall be exercised by By-law; and

WHEREAS subsection 8(1) of said Act provides that the powers of a municipality shall be interpreted broadly to enable the municipality to govern its affairs as it deems appropriate and to enhance the municipality's ability to respond to municipal issues; and

WHEREAS Section 9 of said Act provides municipalities with the capacity, rights, powers and privileges of a natural person for the purpose of exercising authority under this or any other Act; and

WHEREAS subsection 11(1) of said Act authorizes a municipality to provide for any service or thing that the municipality considers necessary or desirable; and

WHEREAS subsection 11(2) of the Act permits a municipality to enact By-laws relating to health, safety and well-being of persons; and

WHEREAS subsection 11(3) of the Act authorizes a municipality to pass By-laws respecting culture, parks, recreation and heritage; and

WHEREAS Section 128 of said Act provides that a local municipality may prohibit and regulate with respect to public nuisances, including matters that, in the opinion of Council, are or could become or cause public nuisances; and

WHEREAS Council of the Corporation of the Township of Essa deems it appropriate to protect, maintain and enhance its parks, open spaces, trails and other publicly owned lands for the safety and shared enjoyment by members of the public, and to protect and enhance the natural environment of such lands; and

WHEREAS Council of the Corporation of the Township of Essa is the owner of public parks and open spaces in the Township of Essa, and deems it necessary to enact a By-law for the health, safety and well-being of the public, to regulate the use and operation of municipally owned parks and trails;

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

1. **SHORT TITLE**

This By-law shall be known as the "Parks Use By-law".

2. **DEFINITIONS**

2.1 "Camping" – means the erection of a structure including, but not limited to, a hut, tent, pop-up trailer, trailer or RV, for the purpose of providing overnight shelter.

2.2 "Council" – means the elected Council of the Township of Essa.

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- 2.3 "Designated Area" – means an area defined or constructed for a specific use, which may include posted conditions.
- 2.4 "Designated Boat Launch" – means an area used for the launch or retrieval of a non-motorized watercraft.
- 2.5 "Emergency Vehicle" – means a police, fire, search and rescue, or ambulance vehicle.
- 2.6 "Fishing" – means fishing for, catching, or attempting to catch fish by any method.
- 2.7 "Fishing Parks" – means properties set out in Schedule "A", of which are established, dedicated and set aside or made available to the public for the purposes of fishing, and shall include any such trail adjacent to the waterway and parking lot provided in conjunction with the Fishing Park.
- 2.8 "Hiking Trail" – means any area that has been marked or posted for the purpose of hiking, snow shoeing, cross country skiing, cycling, walking or running, but is not pavement or concrete.
- 2.9 "Leash-Free Zone" – means a designated area where a person owning, or in the care and control of, a dog is permitted to allow such dog to remain unleashed.
- 2.10 "Litter" – includes, but is not limited to, garbage, domestic waste (including items such as, but not limited to, furniture, carpets, appliances, household garbage), ashes, rubbish, builder's and building contractors refuse, other industrial waste, inoperable vehicles and motor vehicle parts and accessories.
- 2.11 "Municipal Employee" – means any person employed by the Corporation of the Township of Essa.
- 2.12 "Municipal Park" or "Park" – means properties set out in Schedule "A" and any lands that is, or are hereafter established, dedicated, set apart or made available for the purposes of recreational use, including but not limited to sports fields, pavilions, picnic areas, playgrounds, open spaces, and other such recreational uses as may be established from time to time, and shall include parking lots provided in conjunction with public parks and trails.
- 2.13 "Motorized Vehicle" – means an automobile, motorcycle, power assisted bicycle, snowmobile, or any other vehicle propelled or driven otherwise than by muscular power as defined by the Ministry of Transportation.
- 2.14 "Nuisance" – means that which causes offence, annoyance, trouble or injury.
- 2.15 "Officer" – means a Municipal Law Enforcement Officer as appointed by Council of the Corporation of the Township of Essa, the Manager of Parks and Recreation, or an OPP Officer, or a Provincial Offences Officer or other duly appointed individual.
- 2.16 "Parking Area" – means an area that is physically laid out and/or improved for the purpose of parking vehicles or that is designated by an official sign for such purpose in, on, or by Municipal parkland or property owned by the Municipality.
- 2.17 "Permission" or "Permit" – means the express prior written consent of the Township of Essa, and in accordance with the rules and conditions set out in a permit issued by the municipality.

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- 2.18 "Service Animal" – means any animal used by a person with a disability for reasons related to the disability and the owner has a valid identification card signed by the Attorney General of Canada or a certificate of training from a recognized service animal training school.
- 2.19 "Snowmobile" – means a motorized, self-propelled vehicle designed to be driven primarily on snow.
- 2.20 "Township" – means the Corporation of the Township of Essa, or the geographic Township of Essa, as the case may be.
- 2.21 "Trail" – means properties set out in "Schedule A" being a marked, established or designated path or route through wilderness.
- 2.22 "Watercraft" – means any device for the conveyance in or on water and includes, but is not limited to, boats, row boats, paddleboards, canoes, kayaks, or dinghies.

3. HOURS OF OPERATION

Proposed
Amendments
per Council
April 15, 2020

- 3.1 All Municipal Parks shall be deemed to be closed at 11:00 p.m. and shall remain closed until **6:00 a.m.** seven days a week, or as defined in a Township issued Special Occasion Permit, or as set forth in a Parks Use Agreement.
- 3.2 All Fishing Parks shall be deemed to be closed at 11:00 p.m. and shall remain closed until **5:00 a.m.** seven days a week.
- 3.3 All Trails shall be deemed to be closed from dusk until dawn seven days a week.

4. GENERAL PROHIBITIONS

In a Park, Fishing Park or Trail, it is an offence for any person to:

- 4.1 Enter or remain in a park before or after the hours of operation, unless otherwise permitted to do so.
- 4.2 Enter or access a designated trail between dusk and dawn.
- 4.3 Engage in riotous, boisterous, violent, threatening, or illegal activity, or use profane or abusive language.
- 4.4 Engage in any activity that creates a nuisance, such as loitering, spying on, accosting, frightening, annoying or harassing a person, which interferes with the use and enjoyment of the Park by other users.
- 4.5 Engage in any activity that may cause injury or damage to any person, animal, tree or property.
- 4.6 Disobey any authorized sign.
- 4.7 Erect, place, install, or cause the erection, placing or installation of any permanent or temporary structure, tent or booth without a Permit.
- 4.8 Camp, erect or place a tent or trailer for shelter or temporary abode of any kind, except screened tents or sun shelters in which visibility of the interior is not obstructed when viewed from the exterior.

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- 4.9 Drive or operate any motorized vehicle in Township Parks, Fishing Parks and Trails, including cars, trucks, ATVs, 4-wheelers, side-by-sides, snowmobiles, or any other motorized vehicle with the exception of areas that are posted and designated for such purposes;

Exceptions apply to the following:

Provision Added

- i. Municipal vehicles
- Emergency Service Vehicles**
- iii. Special Occasion Events whereby permission has been granted by the municipality

- 4.10 Cut or remove, damage, destroy, injure, deface, tear up, burn, dig or mark any portion of municipal parks or any plants, equipment properties or structures erected, installed or contained on parklands.
- 4.11 Dump, deposit or leave any refuse, garbage, waste, paper, soil, sod, plants or any other type of domestic or industrial waste on or in municipal parks or trails, or properties contained therein except in receptacles that may be provided for such purpose.
- 4.12 Pollute or contribute to the pollution of water in any rivers, lakes, streams, water courses, reservoirs, storm water management ponds (SWMP), splash pads, or other receptacles for water by allowing pets to enter, or by throwing or depositing any solid or liquid matter into said waters.
- 4.13 Enter into an area that is designated by appropriate signage "No Admittance" or "No Trespassing".
- 4.14 Use any part of Township Parks, Fishing Parks, or Trails, for the purpose of washing, cleaning, polishing, servicing, maintaining or repairing any motorized vehicle.
- 4.15 Conduct or participate in organized sports or activities in areas other than those designated as a "posted area" or physically laid out and/or improved for such use.
- 4.16 Breach, while on or in Township Parks, Fishing Parks and Trails, any existing Municipal By-law(s) or Federal or Provincial Statutes.
- 4.17 Use barbecues, camp stoves, cookers, and smokers in Municipal Parks, Fishing Parks and Trails, with the exception of areas designated for that purpose, or where permission or a Special Occasion Permit has been obtained.
- 4.18 Tamper with any lighting control boxes for facilities, including but not limited to outdoor pads.
- 4.19 Distribute circulars, or to post, place or erect circulars, notices, advertising devices or any matter of any kind on properties of Municipal Parks, Fishing Parks and Trails.
- 4.20 Operate, maintain, carry on, conduct, or solicit for any trade, occupation, business, profession and/or services within a Park, Fishing Park and/or Trail.
- 4.21 Build or use a campfire, barbecue, camp stove, cooker, smoker or ignite fireworks in recreation area unless permitted by the Township of Essa.

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- 4.22 Camp or lodge in any such Park, Fishing Park or Trail.
- 4.23 Carry or discharge any: firearms, firecrackers, rockets, arrows, airguns, catapults or fireworks.
- 4.24 Possess, consume or sell liquor as defined in the Liquor License Act, unless a permit has been issued.
- 4.25 Operate or use any apparatus, mechanism or device for the amplification of human voice, music or sound, which causes a nuisance, within a Park, Fishing Park or Trail, unless authorized to do so by the municipality.
- 4.26 Fail to comply with an Order given by an Officer.
- 4.27 Smoke or vape in any municipal Park, Fishing Park or Trail, or in the designated parking lots of such.
- 4.28 Smoke cannabis in any Park, Fishing Park or Trail, or the designated parking lots of such.
- 4.29 Bury, scatter, or otherwise dispose of any cremated remains in a park.

5. DAMAGE TO PROPERTY

- 5.1 While in a Park, Fishing Park or Trail, no person shall:
 - (a) Plant, prune, remove or damage any plant, shrub, flower, flowerbed, bush, sod, grass, or any other vegetation unless otherwise authorized to do so by the municipality;
 - (b) Plant, prune, climb, remove, damage or deface any tree, tree roots, or parts of a tree;
 - (c) Climb, remove, damage, or deface any fence, bench, monument, or sign;
 - (d) Climb any building, fence, structure or equipment, unless the structure or equipment is designed for climbing;
 - (e) Damage or deface any building, structure, fence or equipment;
 - (f) Remove any soil, sand, gravel, stone, rocks, wood or any other material located in a Park, Fishing Park or Trail.

6. SPECIFIC PARK USES

6.1 Campfire and Barbecue

- (a) While in a Park, Fishing Park or Trail, it is an offence to:
 - i. Light, build or stoke a fire, campfire or bonfire; or
 - ii. Use a solid fuelled portable barbecue.

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6.2 Boat Launching

(a) While in a Fishing Park, it is an offence for any person to:

Proposed amendments per Council April 15 2020.

~~i. Launch any motorized watercraft from the shoreline.~~

~~i. Launch any boat, canoe, kayak, or watercraft of any kind off of the shoreline, except in an area that has been designated as a boat launch area as listed in Schedule "B".~~

~~ii. Moor or dock a boat, canoe, kayak or watercraft of any sort anywhere in a Fishing Park except in an area designated for such use as listed in Schedule "B"~~

6.3 Fishing

(a) It is an offence for any person between the ages of 18 to 65 years to engage in fishing activities in the Township of Essa without first obtaining:

- i. A Township of Essa Fishing Access Pass, in accordance with the Township's Fishing Access Pass By-law No. 2007-48 as amended; and
- ii. A government issued Fishing License as issued by the Ministry of Natural Resources, unless otherwise specified by the Provincial or Federal Government.

6.4 Dogs

(a) No person shall:

- i. Allow a dog to run at large (off leash) in any Park, Fishing Park or Trail at any time, other than in a designated Off Leash Dog Park.
- ii. Allow a dog to be off leash in a leash-free zone at a time other than the permitted hours;
- iii. Allow a dog to be in a leash-free zone without the owner's supervision;
- iv. Service dogs and Police dogs are exempt from restrictions provided in i, ii, and iii above.
- v. Allow a dog under his/her control to defecate in a Park, Fishing Park or Trail without removing and disposing of any such excrement in a designated waste receptacle; and
- vi. Violate any provisions contained in the Township of Essa's Canine Control By-law 2006-18.

7. ADMINISTRATION

7.1 As part of his/her responsibility to administer this By-law, the Manager of Parks and Recreation may:

(a) Designate areas within a Park, Fishing Park or Trail from which the public is excluded;

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- (b) Impose conditions upon which a designated area shall be used;
- (c) Impose conditions for the orderly use of a Park, Fishing Park and Trail;
- (d) Issue permits for specific uses of a Park, or parts of a Park;
- (e) Impose conditions as a requirement of obtaining, continuing to hold, or renewing a permit, in addition to the requirements under this By-law, and such conditions may vary depending on the type of permit; and
- (f) Revoke a permit as a result of a breach of a condition of the permit or a provision of this By-law.

8. EXEMPTIONS

8.1 This By-law shall not apply to:

- (a) Employees or agents of ambulance and police services acting in the scope of their duties to provide emergency services or enforcement activities within a Park, Fishing Park or Trail;
- (b) The vehicle and other properties of ambulance, police and emergency services used for the purpose of providing emergency services or engaging in enforcement activities within a Park, Fishing Park or Trail; and
- (c) The Township of Essa, its vehicles, and its employees or agents acting within the scope of their duties as employees or agents of the Township.

8.2 The Manager of Parks and Recreation may exempt persons from all or part of the requirements and prohibitions of this By-law from time to time if such exemption is required for the beneficial administration of a Park, Fishing Park or Trail.

9. ENFORCEMENT AND PENALTIES

9.1 This By-law shall be enforced by a Municipal Law Enforcement Officer as duly appointed by the Township of Essa, the Manager of Parks and Recreation or his/her delegate and Police Officers.

9.2 An Officer may order any person believed to be contravening or have contravened any provision of this By-law:

- (a) to immediately desist from the activity constituting or contributing to such contravention; or
- (b) to immediately remove from the property any animal or thing owned by or in the control of such person which is involved in such contravention; or
- (c) to leave the property immediately.

9.3 An Officer or Parks Staff may order any person engaging in an activity that requires a permit under this By-law to provide the original copy of the permit for inspection.

9.4 Every person shall comply with an order given by an Officer under the authority of Section 9.2.

9.5 No person shall willfully obstruct, hinder or otherwise interfere, nor attempt to

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obstruct, hinder or interfere with a Municipal Law Enforcement Officer or the Manager of Parks and Recreation or his/her delegate in the performance of their duties or the exercise of their rights, functions, powers or authority under this By-law.

9.6 Every person who contravenes any provision of this By-law is guilty of an offence and upon conviction is liable to a fine and such other penalties as provided for in the Provincial Offences Act.

10. LIABILITY

10.1 Provisions contained in this By-law shall not be construed as relieving or limiting the responsibility of any person using the municipality's Parks, Fishing Parks or Trails for personal injury or property damage resulting from negligence or willful acts of such person.

10.2 Provisions of this Section shall not be construed as imposing on the Corporation of the Township of Essa, its officers, employees, servants, agents and contractors any responsibility or liability for the enforcement of the provisions of this By-law.

11. SEVERABILITY

In the event that any provision, or part thereof, of this By-law is found by a court of competent jurisdiction to be ultra vires, such provision, or part thereof, shall be deemed to be severed, and the remaining portion of such provision and all other provisions of this By-law shall remain in full force and effect.

12. Effective Date

This By-law shall come into force and take effect upon passing.

13. Schedules "A" and "B" as attached form part of this By-law

READ A FIRST, AND TAKEN AS READ A SECOND AND THIRD TIME AND FINALLY PASSED on this the xx day of xxxxx, 2020.

Sandie Macdonald, Mayor

Lisa Lehr, Clerk

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BY-LAW 2020-XX

SCHEDULE A

Park Name and Location

PARKS

- Angus Community Park – 6 Huron St, Angus
- Baxter Ball Park – 119 Murphy Rd, Baxter
- Brownley Meadows Park – 60 Mike Hart Dr, Angus
- Bob Geddes Park – 147 Centre St, Angus
- Earl Cunningham Park – 3 Henry St, Thornton
- Cunningham Park – 35 Kevin Cres, Thornton
- Dellbrook Park – Access and Park at 240 Margaret St and Walkway into 26 Nottawasaga Dr, Angus
- Egbert Park – 5200 10th Sideroad, Egbert
- Elmgrove Ball Park – 6580 5th Sideroad, Elmgrove
- Glen Eton/Wildflower Park – 42 McCarthy Cres, Angus
- Ivy Ball Park – 5079 20th Sideroad, Thornton
- LeClair Soccer Park – 54 Roth St, Angus
- Lion's Ball Park – 4 Park Rd, Angus
- Maple Lane Park – 8 Michael St, Angus
- Marshall Park – 6 Marshall Cres, Baxter
- McGeorge Park – 107 Graham St, Angus
- Peacekeepers Park – 12 Commerce Dr, Angus
- Robson Park – 23 Berwick Crescent and Walkway east from Sandsprings Cres and Walkway east from Ashburton Cres, Angus
- Stonemount Park – 152 Greenwood Dr, Angus
- Thornton Arena Ball Park – 246 Barrie St, Thornton
- Thornton Creek Park – 93 Davis Trail, Thornton
- Thornton Hills Soccer Park – 4256 7th Line off of Simcoe County Rd 27 (Boulevard and Walkway to Brykman Rd), Thornton
- Utopia Soccer Park – 8378 6th Line, Utopia

OFF LEASH DOG PARK

- Glen Eton/Wildflower Park – 42 McCarthy Cres, Angus

TRAILS

- Pine River Trail – Entrances at 54 Roth St and 380 Mill St, Angus
- Rippon Trail – Entrances at 330 Mill St and 380 Mill St, Angus
- Trans Canada Trail – Entrances at Corner of Robert St and William St, Thornton

FISHING PARKS

- Centennial Park – 5892 20th Sideroad, Utopia
- Don Ross Fishing Park – 8888 Don Ross Dr, Angus
- Nottawasaga Fishing Park – 378 Mill St, Angus

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SCHEDULE B
DESIGNATED BOAT LAUNCHES

There are no Designated Boat Launch sites at this time.

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**Township of Essa By-law 2020-xx
Parks Use By-law
Part I Provincial Offences Act
Set Fine Schedule**

ITEM	COLUMN 1 Short Form Wording	COLUMN 2 Provision Creating or Defining Offence	COLUMN 3 Set Fine
1.	Enter or remain in a park before or after the hours of operation, unless otherwise permitted to do so.	Section 4.1	\$150.00
2.	Indulge in riotous, violent, threatening, indecent acts or use profane (abusive) language	Section 4.3	\$150.00
3.	Create a nuisance by loitering or spy, accost frighten, annoy or harass other persons	Section 4.4	\$150.00
4.	Engage in activity causing injury or damage to person, animal, tree or property.	Section 4.5	\$150.00
5.	Disobey any authorized sign.	Section 4.6	\$150.00
6.	Erect any tent, shelter or structure of any kind in park or recreation area without a permit	Section 4.7	\$150.00
7.	Use a Park or Recreation Area for camping or overnight sleeping or accommodation.	Section 4.8	\$150.00
8.	Drive, ride or operate any Motor Vehicle in any park, trail, fishing park or recreation area	Section 4.9	\$250.00
9.	Damage, destroy, injure, deface, tear up, burn, dig or mark any building, structure, equipment or plant	Section 4.10	\$150.00
10.	Dump, deposit or leave any refuse, garbage, or any other type of waste	Section 4.11	\$400.00
11.	Pollute or contribute to the pollution of water or soil	Section 4.12	\$150.00
12.	Use park or recreation area to wash, clean, maintain or repair any vehicle	Section 4.14	\$150.00
13.	Participate or organize any sport or activity in areas other than those designated	Section 4.15	\$150.00
14.	Distribute circulars, or to post, place or erect circulars, notices, advertising devices in recreation areas	Section 4.19	\$150.00
15.	Ignite, build or use a campfire, barbecue, camp stove, cooker, smoker or fireworks in any recreation area	Section 4.21	\$150.00
16.	Use a Park or Recreation Area for camping, overnight sleeping or accommodations	Section 4.22	\$150.00
17.	Create a nuisance with unpermitted use of amplifiers and loud speakers	Section 4.26	\$150.00

ITEM	COLUMN 1 Short Form Wording	COLUMN 2 Provision Creating or Defining Offence	COLUMN 3 Set Fine
18.	Smoke or vape in any recreation area or on municipally owned or operated property	Section 4.27	\$150.00
19.	Smoke cannabis in any recreation area or on municipally owned property	Section 4.28	\$150.00
20.	Launch a motorized watercraft from the shoreline	Section 6.2	\$400.00
21.	Hinder, obstruct or attempt to hinder or obstruct an officer	Section 9.5	\$250.00

The penalty provision for the offences indicated above is Section 9.6 of By-law 2020-xx, a certified copy of which has been filed and Section 61 of the Provincial Offences Act, R.S.O. 1990, c. P. 33.

9b



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: C025-20
DATE: July 8, 2020
TO: Committee of the Whole
FROM: Lisa Lehr, Clerk
SUBJECT: Littering By-law

RECOMMENDATION

That Staff Report C025-20 be received; and
 That Council approve the Draft Littering By-law as attached; and
 That the By-law be presented to Council for its consideration at their meeting of this date.

BACKGROUND

At its meeting of June 25, 2002, Council passed By-law 2002-35 ("Anti-Dumping By-law), that being a By-law to prohibit the throwing, placing or depositing of refuse or debris on private property or property of the Corporation without authority from the owner or occupant of such property.

Littering is a regulatory offence which is enforced under the *Provincial Offences Act*. As Set fines (Part I offence) were not attached to the By-law or approved by the Office of the Attorney General, all offences associated with By-law 2002-35 are in the form of a Part 3 offence (immediate summons to court). The receiver of a Part 3 ticket is required to attend court, and the penalty amount to be paid is determined by the Court.

COMMENTS AND CONSIDERATIONS

All members of the public share a common responsibility to dispose of their own waste in a legal manner. Unfortunately, and a little too often, members of the public dispose of their waste improperly by dumping it on properties that they do not own (roads, green spaces, parks, forests, private property, donation bins, etc.). Improper disposal of litter is not respectful to our fellow residents, wildlife, or the environment, and it tarnishes the beauty in our municipality by creating unsightly illegal dump sites which encourages others to do the same. Unfortunately this is occurring more frequently than in previous years.

Examples of improper disposal of waste are as follows:

- Throwing waste on the ground or out a vehicle window;
- Leaving waste in or near the wrong receptacle (ie: dumping household waste in a receptacle that is owned by a business)
- Throwing household waste into waste receptacles in municipal parks or municipal facilities;
- Dumping yard waste, household waste, construction materials, furniture, mattresses, appliances, tires, etc. in trails, forest areas, green spaces, privately owned properties, municipal roads and properties;
- Disposing of unwanted materials at donation bin sites.

85

9b

These are just a few examples of the improper disposal of waste within our municipality, of which is not unique to just Essa; it is occurring more frequently all around us.

As Council is aware, the County of Simcoe is responsible for waste and recycling pick-up in the Township of Essa. The County has created collections for leaf and yard waste (bi-weekly), and also offers a program for bulky waste removal. As such, there is no need for littering in our municipality.

In an effort to mitigate littering and penalize those disposing of their waste in an improper manner, and to make fines associated with these offences easier for staff to enforce, the author of this Report has drafted a more up-do-date By-law specific to littering in our municipality, and is proposing to have set fines implemented in the amount of \$400.00 (Attachment No. 1). The draft By-law contains more current terms and restrictions than those found in By-law 2002-35. Additionally, staff will have the flexibility to issue Part 1 or Part 3 tickets (dependent on the severity of the offence).

It is proposed that By-law 2002-35 be repealed and replaced with the draft By-law. The draft By-law has been placed on the Regular Council Agenda for Council's consideration of approval.

FINANCIAL IMPACT

No financial impact would be realized by the passage of the By-law.

Should Council proceed in implementing Set Fines in the Draft By-law, revenue would be generated as a result of fines being issued.



SUMMARY/OPTIONS

Council may:

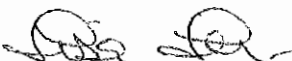
- 1. Take no further action.
- 2. **Approve the Draft Littering By-law as attached.**
- 3. Amend the Draft Littering By-law as deemed appropriate by Council.

CONCLUSION

Staff recommends that Council approve Option No. 2.

Respectfully submitted:

Reviewed by:



Lisa Lehr
Clerk

Colleen Healey-Dowdall

Colleen Healey-Dowdall
Chief Administrative Officer

Attachments:

- 1 - DRAFT Littering By-law

3b

THE CORPORATION OF THE TOWNSHIP OF ESSA

BY-LAW NO. 2020 – xx

A By-law to prohibit the throwing, placing or depositing of refuse or debris on private property, or property of the Corporation without authority from the owner or occupant of such property.

WHEREAS pursuant to Sections 11(2) clauses 5 and 6 of the *Municipal Act* 2001, S.O. 2001 c.25 as amended, lower tier municipalities may pass By-laws respecting economic, social and environmental well-being of the municipality, in addition to By-laws respecting health, safety and well-being of persons; and

WHEREAS section 127 of the *Municipal Act* authorizes local municipalities to prohibit the depositing of refuse or debris on land without the consent of the owner or occupant of the land and regulate when and how matters shall be done; and

WHEREAS Council of the Corporation of the Township of Essa deems it desirable and expedient to prohibit the unauthorized throwing, placing or depositing of refuse or debris on property within the Township of Essa;

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

1. DEFINITIONS

- 1.1 *Agricultural Waste* means waste, other than sewage and organic waste, resulting from farm operations, including animal husbandry and where a farm operation is carried on in respect of food packing, food preserving, animal slaughtering or meat packing, includes the waste from farm operations.
- 1.2 *Corporation* means the Corporation of the Township of Essa;
- 1.3 *Industrial Waste* means:
Solid Industrial Waste – waste from an enterprise or activity involving warehousing, storage or industrial manufacturing or commercial processes or operations; or research or an experimental enterprise or activity; or clinics that provide medical diagnosis or treatment; or schools, laboratories or hospitals.
Liquid Industrial Waste – waste that results from industrial processes or manufacturing or commercial operations
- 1.2 *Municipal Law Enforcement Officer* means an officer appointed by By-law under the authority of a statute to administer and enforce By-laws within the Township of Essa;
- 1.3 *Municipal Property* means real property owned or leased by the Corporation of the Township of Essa.
- 1.4 *Owner* means the registered owner of the property and, for the purpose of this By-law, includes any lessee or tenant, occupant or any person having an interest whether equitable or legal in the real property;

9b

- 1.5 *Person* includes an individual, firm, proprietorship, partnership, association, syndicate, trust, corporation, department, bureau and agency or director, officer, manager or person in charge of such entity or the collecting of rent of any property, or any other person who is the occupier of the property;
- 1.6 *Private Property* means real property owned by a person or corporation other than a municipal corporation and within the Township of Essa as defined herein;
- 1.7 *Refuse or Debris* includes but is not limited to:
 - a) Ashes, garbage, clothing, rubbish, discarded building or construction materials, furniture and household effects, kitchen waste, used vehicle parts, tires, junk, or waste matter of any kind;
 - b) Tin cans, bottles, cartons, boxes or other containers;
 - c) Derelict, abandoned or inoperable vehicles, machinery, appliances, furnishings (household, industrial or commercial);
 - d) Yard waste including brush, branches, dirt, grass clippings, etc.;
 - e) Solid industrial waste, liquid industrial waste, agricultural waste or sewage;
- 1.8 *Sewage* means any liquid or solid waste containing animal, vegetable or mineral matter in suspension or a solution.
- 1.9 *Township* means the Township of Essa.

2. OFFENCES

It is an offence to:

- 2.1 Throw, place, deposit, permit, or aid in the depositing of refuse or debris on any highway, bridge or road allowance within the Township of Essa.
- 2.2 Throw, place, deposit, permit or aid in the depositing of refuse or debris on private property within the Township of Essa.
- 2.3 Throw, place, deposit, permit, or aid in the depositing of refuse or debris on Township property.
- 2.4 Allow refuse or debris, including refuse or debris scattered about by animals, birds, wind, or other means placed upon municipal and private highways for municipal pickup, to remain after the weekly appointed pickup day.

3 EXEMPTIONS

- 3.1 It shall not be considered an offence under Section 2 where:
 - a) The material is being stored within a shed, garage, or other building in a condition suitable for safe storage of the materials and in accordance with all other By-laws of the Township;
 - b) The storage of the waste material is a necessary or normal accessory use to another lawful use actually being carried out on the property;
 - c) The material is being stored by an owner approved by the Township to carry on a business upon the subject yards, vacant lots, grounds or buildings and/or such use is permitted under the Zoning By-law;
 - d) Storage of such items is necessary or normal accessory use thereto and the yards, vacant lots, grounds or buildings; the owner is the subject of a

88

9b

certificate of approval, or exemption for the purpose of same which certificate is issued for such purposes under the Environmental Assessment Act, RSO 1990 c.E.18, or the Environmental Protection Act, RSO 1990 c.E.19, and such approval or exemption is currently in force.

- 3.2 It shall not be considered an offence under Section 2 where:
- a) In the normal course of garbage collection, a person deposits refuse or debris on a highway or on land owned by the municipality or any local board thereof, in compliance with provisions of the following County of Simcoe's Waste Management Programs: Waste, Compost and Recycling Collections, Bulky Item Pickup, Christmas Tree Pickup, Leaf and Yard Waste Pickup.
 - b) In the course of engaging in home composting, a person deposits grass, tree trimmings and pruning's, garden waste and other vegetable matter in a home composter.
 - c) During the course of construction on a property, construction materials are stored neatly on that property.
 - d) Where permission has been granted by the owner of the property.

4. PENALTY

- 4.1 Every person who contravenes any provision of this By-law is guilty of an offence and upon conviction is liable to a fine and such other penalties as provided for in the Provincial Offences Act.

5. ADDITIONAL REMEDIES

- 5.1 In addition to the penalty set out above, a court may require a person or corporation convicted of an offence under this By-law to pay restitution or compensation to the owner of the land in question, or the Corporation of the Township of Essa, for any costs incurred to clean up and properly dispose of any refuse or debris which was the subject matter of the said conviction.

6. ADMINISTRATION AND ENFORCEMENT

- 6.1 This By-law shall be administered and enforced by the Municipal Law Enforcement Officer of the Corporation or such other person or persons as Council may appoint by By-law.
- 6.2 For the purpose of inspection and/or remedial action, a Municipal Law Enforcement Officer has the power to enter upon and examine any yards, vacant lots, grounds or buildings, other than a dwelling house, at any reasonable time or times, and may be accompanied by such person or persons as he/she deem necessary to properly carry out duties outlined in this By-law.

7. CORPORATIONS

- 7.1 Every person who is an officer, director, employee or agent of a corporation charged with committing an offence under this By-law, is a party to the offence who:
- a) Actually commits it;
 - b) Does or omits to do anything for the purpose of aiding any person to commit it; or
 - c) abets any person in committing it.
- 7.2 Where two or more persons form an intention in common to carry out an

39

9b

unlawful purpose, and to assist each order therein, each of those who knew or ought to have known that the commission of an offence under this By-law would be a probable consequence of carrying out the common purpose is a party to the offence.

8. VALIDITY AND SEVERABILITY

8.1 Should any section, subsection, clause, paragraph or provision of this By-law be declared by a court of competent jurisdiction to be invalid or unenforceable, this same shall not effect the validity or enforceability of any other provisions of this by-law or of the by-law as a whole.

9. The short title of this By-law shall be the "Littering By-law".

10. By-law 2002-35 be and is hereby repealed.

11. This By-law shall come into force and take effect immediately upon the final passing thereof.

READ A FIRST, AND TAKEN AS READ A SECOND AND THIRD TIME AND FINALLY PASSED on this the 8th day of July, 2020.

Sandie Macdonald, Mayor

Lisa Lehr, Clerk

9b

**Township of Essa By-law 2020 – 51
Littering By-law**

**Part I Provincial Offences Act
Set Fine Schedule**

ITEM	COLUMN 1 Short Form Wording	COLUMN 2 Provision Creating or Defining Offence	COLUMN 3 Set Fine
1.	Throw, place, deposit, permit, or aid in the depositing of refuse or debris on any highway, bridge or road allowance	2.1	\$400.00
2.	Throw, place, deposit, permit or aid in the depositing of refuse or debris on private property	2.2	\$400.00
3.	Throw, place, deposit, permit or aid in the depositing of refuse or debris on Township property	2.3	\$400.00
4.	Allow refuse or debris to remain on public or private property after the weekly appointed pickup day	2.4	\$100.00

The penalty provision for the offences indicated above is Section 4.1 of By-law 2020-52, a certified copy of which has been filed and Section 61 of the *Provincial Offences Act*, R.S.O. 1990, c. P. 33.

41



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: CAO040-20

DATE: July 8, 2020

TO: Committee of the Whole

FROM: Colleen Healey-Dowdall, Chief Administrative Officer

SUBJECT: Baxter Water System – Proposal for Expansion

RECOMMENDATION

That Staff Report CAO040-20 be received; and

That Council accept the Baxter Water Expansion proposal as presented in AECOM's design package and endorse submission to the MOE; and approve the proposed Water Supply Amending Agreement with the purchase of additional water from the Town of New Tecumseth to commence January 1, 2021.

BACKGROUND

The Environmental Assessment for an expanded water supply to Baxter was undertaken by the Township and last amended in 2017. While the Township hired AECOM to design the water system expansion, it was recently peer reviewed by the Ainley Group when OCWA raised issue with a couple of design details related to the booster station. For example, OCWA had suggested that a revised recharge/refill time schedule be considered. OCWA's concerns triggered questions and dialogue with the Town of New Tecumseth (TNT) and OCWA's concerns have now been addressed. Note that Ainley's involvement was necessary since the Township did not have in-house water expertise to oversee the project in the past year.

In addition, the Ainley Group, on behalf of the Township, also had some concerns, primarily related to the amount of water to be purchased from the TNT for Essa's use in Baxter and storage — part of the concern related, again, to design criteria.

After approximately a year of consultation, the water system expansion planned and designed for Baxter is now acceptable to the Township including the Fire Chief, AECOM, OCWA and Ainley.

COMMENTS AND CONSIDERATIONS

The water system planned for Baxter will provide for a fire flow of 64L/second. This is appropriate for a population of up to 1,500 according to the Ministry of Environment, Conservation and Parks (MOE) Design Guidelines for Drinking Water Systems. It is anticipated that Baxter will contain a total population of approximately 1,220 persons (existing homes in Baxter plus new Brookfield homes). Based on this, a fire flow of 50L/second may be acceptable, however, Brookfield has agreed to the 64L/second which the Municipality is more comfortable with to accommodate a higher population and ensuring sufficient surplus storage, as well as meeting the North American Insurance Industry Standard.

The Township has in place a water purchasing agreement with the TNT and has also already arranged for an expansion to increase its purchase amount of 100 m³/day to 500 m³/day (proposed amending agreement attached as Attachment 1).

Brookfield would like the increased water to become available as soon as possible, however, it may be best to delay the commencement of the increase in purchase amount since it will take approximately 5 months to gain MOE approval on the design of the new water booster station and water distribution system. Essa will have to pay for an increased amount of water to be purchased from the TNT in accordance with the schedule to be contained in the amended Water Supply Agreement.

At this time, Brookfield anticipates a building program to correspond to the following increase in water flows:

2021	100 m ³
2022	200 m ³
2023	100 m ³
2024	existing homes in Baxter may connect

Staff believes it is best that the Water Supply Amending Agreement with the TNT contain wording to the effect that the purchase of increase in flow amount commence January 1, 2021. This would allow Essa the opportunity to budget properly, and as well, to re-examine rates.

The increase in flow amount has already been approved in principle by New Tecumseth Council and has been accounted for in the TNT's water models. Any increased amount would not be available until the Collingwood Plant expansion is completed in 2024.

FINANCIAL IMPACT

Brookfield has already posted a Letter of Credit (LC) in the amount of just over 3 million dollars with Essa in order to front-end costs of the Baxter water system expansion project. Essa has been drawing from the posted LC as costs incur/expenditures realized in accordance with the established Water Supply and Distribution Upgrades/Front-ending

Agreement signed by the Municipality and Brookfield on December 19, 2019 (refer to Attachment 2).



OTHER

One issue not yet decided on by Council is the issue of connections by existing, unserved homes in Baxter. Council should decide soon if it intends to force connection by all homeowners or to allow connection to be optional. As well, there is the cost of connection and timing. Most homeowners would agree that it is advantageous to connect to municipal water but appreciate when their Council provides time to connect over several years and/or payment options that allow for payment deferral with interest. This issue should be considered and decided on in the coming weeks/months once the new Manager of Public Works has had an opportunity to report to Council on the matter, to outline advantages and disadvantages of the situation. There are also others on the fringes of Baxter who would like to connect.

SUMMARY/OPTIONS

Council may:

1. Take no further action, delaying the project and Brookfield overall.
2. Accept the Baxter Water Expansion proposal as presented in AECOM's design package and endorse submission to the MOE.
3. Approve the proposed Water Supply Amending Agreement with the purchase of additional water from the TNT to commence January 1, 2021.
4. Approve the proposed Water Supply Amending Agreement with the purchase of additional water from the TNT to commence on a different date to suit either Brookfield or Council.

CONCLUSION

Options #2 and #3 are recommended.

Respectfully submitted:



Colleen Healey-Dowdall
CAO

Attachments:

Proposed Water Supply Amending Agreement
Water Supply and Distribution Upgrades/Front-ending Agreement

109

WATER SUPPLY AMENDING AGREEMENT

THIS AGREEMENT MADE THIS XXTH DAY OF XXXXXXXX, 2020,

BETWEEN:

THE CORPORATION OF THE TOWN OF NEW TECUMSETH

Hereinafter Referred To As "New Tecumseth"

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWNSHIP OF ESSA

Hereinafter Referred To As "Essa"

OF THE SECOND PART

WHEREAS the parties entered into a Water Supply Agreement dated the 7th day of May, 2007, which Agreement is still in force and a copy of which is attached hereto as Appendix "1";

AND WHEREAS the Water Supply Agreement made provision for the supply of water to the community of Baxter located in Essa from a pipeline under the jurisdiction of New Tecumseth;

AND WHEREAS the parties are desirous of amending the Agreement in order to increase the quantity of water to be supplied to Essa for the community of Baxter;

NOW THEREFORE in consideration of the mutual promises and covenants set out in this Amending Agreement, the parties hereto agree as follows:

A] BACKGROUND:

- 1. The parties hereto acknowledge the accuracy of the foregoing recitals and incorporate same as terms of this Amending Agreement.
- 2. Appendix "1" attached hereto shall form part of this Amending Agreement including the Primary Agreement attached as Schedule "A" to the Water Supply Agreement.
- 3. The Water Supply Agreement attached hereto as Appendix "1" will continue to be in full force and effect except as specifically amended herein.

B] CONNECTION BY ESSA:

- 4. Essa will be entitled to increase its water taking from the pipeline from one hundred cubic metres (100m³) of water per day by an additional four hundred cubic metres (400m³) for a total permitted and required taking of five hundred cubic metres (500m³) per day subject to the terms of this Amending Agreement and the Water Supply Agreement.
- 5. The parties acknowledge that the existing connection to the pipeline at or near the intersection of Simcoe County Roads #10 and #21 is sufficient to permit the additional water taking so that no further connection construction will be required in order to implement the increased water taking.

45

- 6. Essa will continue to be solely responsible for all aspects of the Distribution System including regulatory approvals and supplying all data required by New Tecumseth in relation to the Distribution System.
- 7. Paragraph 12 of the Water Supply Agreement is amended by striking the reference to 100m³ per day and substituting it with 500m³ per day.

C] TERM:

- 8. The term of this Amending Agreement will continue to be as set out in the Water Supply Agreement with the exception that the increased water taking to five hundred cubic metres (500m³) per day will commence on a phased-in basis as follows:

Date	Increase in Flow (Cubic Metres)	Total Flow (Cubic Metres)
Existing	-----	100
January 1, 2021	100	200
January 1, 2022	200	400
January 1, 2023	100	500

D] FINANCIAL COMPENSATION:

- 9. Essa will pay to New Tecumseth the sum of nine hundred thousand, five hundred and sixty nine dollars (\$900,569.00) as a Buy-In Fee as a contribution on account of New Tecumseth's costs in relation to the pipeline in order to permit Essa to increase its water taking to five hundred cubic metres (500m³) per day for the Baxter community.

- 10. The parties acknowledge that Essa is required to pay to New Tecumseth the amounts to be charged by New Tecumseth pursuant to Article 7 of the Primary Agreement (Schedule "A" of the Water Supply Agreement) and in particular, the items charged for pursuant to Article 7.02. Those amounts as set out in paragraph 17 of the Water Supply Agreement are hereby amended to reflect the current amounts being paid as follows:

(a) production costs;	-	38.67¢ m ³
(b) capital charge;	-	5.00¢ m ³
(c) debt contribution;	-	8.50¢ m ³
(d) transmission charge;	-	19.00¢ m ³
TOTAL:	-	67.58¢ m³

Essa acknowledges that the foregoing amounts being charged pursuant to the Primary Agreement are subject to change and Essa shall pay such amount as, from time-to-time, is determined under the Primary Agreement.

- 11. Pursuant to paragraph 18 of the Water Supply Agreement, Essa acknowledges its requirement to pay the pipeline maintenance charge from time-to-time in force. The amount currently in force is 5.73¢ per m³, as imposed pursuant to Article 6.04 of the Primary Agreement.
- 12. The remaining paragraphs under "Financial Compensation" in the Water Supply Agreement will continue to apply with the exception that the reference to one hundred cubic metres (100m³) per day in paragraphs 19 and 21 of the said Water Supply Agreement will be hereby amended to five hundred cubic metres (500m³) per day.

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E] UPGRADES AND EXPANSION:

13. There are no amendments or changes to the paragraphs under this Section of the Water Supply Agreement.

F] RESTRICTIONS AND WAIVERS:

14. There are no amendments to the paragraphs under this Section of the Water Supply Agreement.

G] DEFAULT:

15. There are no amendments to the paragraphs under this Section of the Water Supply Agreement.

H] ADMINISTRATION:

16. There are no amendments to the paragraphs under this Section of the Water Supply Agreement and the following provisions are confirmed for the purposes of this Amending Agreement:

- (a) This Amending Agreement may be executed in counterparts as set out in paragraph 40 of the Water Supply Agreement;
- (b) Time shall be of the essence of this Amending Agreement; and
- (c) This Amending Agreement shall be governed by the laws of the Province of Ontario and shall enure to the benefit of and be binding upon the respective successors of the parties.

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

**THE CORPORATION OF THE TOWN
OF NEW TECUMSETH**
Per:

RICK MILNE, MAYOR

CINDY ANNE MAHER, CLERK

We have authority to bind the Corporation.

**THE CORPORATION OF THE TOWNSHIP
OF ESSA**
Per:

SANDIE MACDONALD, MAYOR

LISA LEHR, CLERK

We have authority to bind the Corporation.

47

**WATER SUPPLY AND DISTRIBUTION UPGRADES/
FRONT-ENDING AGREEMENT**

made this day of , 2018

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF ESSA
"Township"

-and-

BROOKFIELD RESIDENTIAL (ONTARIO) LIMITED
"Developer"

Collectively referred to as the "Parties"

RECITALS

1. The Developer is the owner of the lands in the Township of Essa, County of Simcoe, described as follows:

Part of Lot 16, Concession 4 Essa, being Parts 1 and 2 Plan 51R-41377; Township of Essa, County of Simcoe, being all of PIN 58990-0115(LT) (the Lands) as set out on Schedule "A" attached.

2. The Developer proposes to subdivide the Lands and is proceeding with a plan of Subdivision for the purpose of selling, or conveying the Lands in 253 residential building lots, subject to approval of the Council for the Township (the Plan).

3. The Developer has conveyed the following lands to the Township for Municipal purposes to service the Plan:

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

(ii) Part of Lot 16, Concession 4, Essa Township designated as Part 1 on Plan 51R-41420 except Part 1 on 51R-41473, Township of Essa, County of Simcoe, being all of PIN 58990-0119(LT), as set out in Schedule "A" attached.

collectively referred to as the Township Lands (the "Township Lands")

4. The Developer received Draft Plan Approval for the Lands from the Township on March 17, 2010 for 250 units, and Redline and Draft Plan Extension Approval on December 20, 2017 for 253 units.
5. The Developer agrees that the Draft Plan Approval is pursuant to File No.: E-T-0602.
6. The Plan will require the connection of each lot to the Township water supply and distribution system.
7. The Township and the Developer agree that the Township requires upgrades to the Township water supply and distribution system in order for the development of the Plan to proceed.

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8. The Developer wishes to facilitate the expeditious development of the Lands and to that end has sought to enter into this Water Supply and Distribution Upgrades/ Front-Ending Agreement ("the Agreement") with the Township to provide for water capacity and distribution for the Plan.
9. The Developer is entering into the Agreement and agreeing to pay for certain upgrades to the Township water supply and distribution system, conditional upon the Township obtaining the necessary water capacity from the Corporation of the Town of New Tecumseth ("New Tecumseth") and subject to the provisions of the Agreement.
10. The Township entered into a Water Supply Agreement with New Tecumseth dated May 7, 2007, securing the right to obtain additional water supply from New Tecumseth for the Community of Baxter which would be sufficient to provide water capacity for the Plan (Water Supply Agreement). The Township is acquiring the said additional water capacity at the rates to be set by New Tecumseth from time to time, as contemplated by the Amendment to the Water Supply Agreement.
11. The Township agrees to acquire approximately 400 cubic metres (400m³) of water capacity per day pursuant to the Water Supply Agreement, 300 cubic metres of which is available for use for the Plan, and 100 cubic metres of which is available for other land in the Township of Essa.
12. The Water Supply Agreement between the Corporation of the Town of New Tecumseth and the Township dated May 7, 2007 remains in full force and affect.
13. The Township commissioned a study by AECOM ("AECOM study") dated January, 2017 to study the Baxter Settlement Area water upgrades.
14. The Developer agrees that the Township will arrange for the Engineering design and contract the administration for construction and commissioning of a new pumping station and reservoirs to be located on Part 1 of 51R-41420, a watermain for distribution, and hydrants, and the Developer agrees to front-end all of the actual costs for this project as outlined by the AECOM study, and as set out further in this Agreement.
15. The Township has enacted Development Charges By-law # 2013-60.

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

1. Recitals Deemed True

- 1.1. The Parties agree that the Recitals shall be deemed to be true and shall be incorporated as terms of the Agreement.

2. Lands

- 2.1. The Lands proposed for the development are as set out in Schedule "A" attached.

3. Definitions

- 3.1. Developer includes an individual, an association, a partnership or corporation, and where the singular is used it shall be construed as including the plural.
- 3.2. Front-Ending means the obligation of the Developer to pay for the cost of the Water Supply and Distribution Upgrades prior to being allowed to register its Plan, with set amounts to be reimbursed to the Developer by the Township upon the development of other lands in the Township and upon receipt of certain funds by the Township.
- 3.3. Local Services Charge means those Charges applying to Local Services as set out in Section 2.(5) of the *Development Charges Act*, 1997 S.O. 1997 C.27 (the "Development Charges Act").
- 3.4. Total Cost Estimate means the total amount estimated for the cost of constructing the Water Supply and Distribution Upgrades required to allow the Plan to proceed, less any Front-Ending contribution to be paid by the Developer for its proportionate share of the total cost estimate.
- 3.5. As-Constructed Cost means the actual cost determined once the Water Supply and Distribution System Upgrades have been completed and approved by the Township's Engineers.
- 3.6. Water Supply and Distribution Upgrades shall mean the Items set out in 7.1.3 which are required to be constructed in order to upgrade the Township's Water Supply and Distribution System.

4. Developer's Expense

- 4.1. The Developer agrees to be responsible to satisfy all requirements of the Agreement at its expense and agrees that every provision of the Agreement by which the Developer is obligated in any way is deemed to include the words "at the expense of the Developer and to the Township's satisfaction" unless specifically stated otherwise including the payment of all applicable taxes, charges, fees, and levies.

5. Term

- 5.1. The Parties agree that, the Township in its sole and unfettered discretion, may terminate the Agreement fifteen (15) years after the date of execution of the Agreement by the Township, and the Township has no further obligation to reimburse the Developer after expiry of the Agreement.

6. Legal Authority

- 6.1. The Parties agree that the Agreement is being entered into in accordance with Sections 51 (24) (25) and (26) of the *Planning Act*, R.S.O. 1990, c.P.13 (the "Planning Act").
- 6.2. The Developer represents and warrants that it is entering into the Agreement voluntarily and has obtained independent legal advice.

7. Developers Front Ending Costs and Total Cost Estimate

- 7.1.1. The Developer agrees that the Total Cost Estimate for Local Service Charges which is the amount it is to contribute as its Front- Ending Contribution for the Water Supply and Distribution Upgrades is \$3,155,620.00 which is to be paid to the Township prior to execution of the Agreement by the Township in cash or by way of an Irrevocable Letter of Credit that can be drawn upon by the Township at any time, worded to the satisfaction of the Township and the Township's solicitor.

7.1.2. The Developer agrees that the Water Supply and Distribution Upgrades are as set out in the chart in section 7.1.3.

7.1.3.

Item No.	Item Description	Unit	Est. Quant.	Unit Price	Total Price	Brookfield Share (70.4%)
1.0	<u>WATER SUPPLY</u>					
1.1	Capital Cost Contribution for Collingwood Water (Additional 400m3/d)	L.S.	1	\$850,000.00	\$850,000.00	\$595,000.00
	Sub-Total Item 1.0 WATER SUPPLY				\$850,000.00	\$595,000.00
2.0	<u>PUMPING STATION AND RESERVOIR</u>					
2.1	Building and Site					
2.1.1	-Sitework	L.S.	1	\$328,900.00	\$328,900.00	\$231,545.00
2.1.2	-Reservoir Expansion	L.S.	1	\$529,000.00	\$529,000.00	\$372,416.00
2.2	Process/Mechanical					
2.2.1	-Process	L.S.	1	\$379,000.00	\$379,000.00	\$266,816.00
2.2.2	(Pipework/pumps/chemical	L.S.	1	\$197,220.00	\$197,220.00	\$138,842.88
2.2.3	/feel)	L.S.	1	\$435,000.00	\$435,000.00	\$306,240.00
2.3	-Mechanical -Electrical					
2.3.1	Property Acquisition -Property for pumping station and reservoir	L.S.	1	\$100,000.00	\$100,000.00	\$70,040.00
	Sub-Total Item 2.0 BOOSTER PUMPING STATION				\$1,969,120.00	\$1,385,899.88
3.0	<u>DISTRIBUTION</u>					
3.1	Watermain	ea	5	\$3,500.00	\$17,500.00	\$11,968.00
3.1.1	Fire Hydrants					
	Sub-Total Item 3.0 DISTRIBUTION				\$17,500.00	\$11,968.00
	<u>SUMMARY</u>					
1.0	WATER SUPPLY				\$850,000.00	\$598,400.00
2.0	PUMPING STATION AND RESERVOIR				\$1,969,120.00	\$1,386,260.40
3.0	DISTRIBUTION				\$17,500.00	\$12,320.00
	Construction Total				\$2,836,620.00	\$1,996,960.40
4.0	Engineering and Contingency				\$319,000.00	\$224,576.00
	TOTAL COST ESTIMATE				\$3,155,620.00	\$2,221,536.40

7.2. The Parties agree that the Developer's Front-Ending Contribution is comprised solely of Local Service Charges and the Developer's direct responsibility charges which include and all Engineering costs for the Water Supply and Distribution Upgrades, and that the amount set out herein is only an estimate of the total cost to be paid by the Developer.

7.3. The Parties agree that all construction and engineering costs are to be borne by the Developer as set out further in the Agreement. The Developer further agrees that the engineering work for the Water Supply and Distribution Upgrades may include but is not limited to the following: preparing tenders and/or obtaining quotes, contract administration, issuing progress payment certificates, environmental assessments, preparing submissions, and applying for government agency approvals

8. As-Constructed Costs

8.1. The Township and the Developer agree that if the final As-Constructed Cost is greater than the Total Cost Estimate as set out herein, the Developer will pay any additional cost up-front within thirty (30) days of receiving an invoice from the Township failing which the amount may be deducted from any Securities held by the Township, or the Township can charge interest on any outstanding balance at 1.2% per month, in the Township's sole and absolute discretion, and the Developer will be reimbursed their share of the total As Constructed Cost as set out further in the Agreement. If the Township elects to draw on any existing Letter of Credit, it must be topped up to its previous amount within thirty (30) days, failing which the Developer will be deemed to be in substantial breach of the Agreement and any Pre-Servicing Agreement.

8.2. The Township and the Developer agree that if the final As-Constructed Cost is less than the Total Cost Estimate as set out herein, the Township will reimburse the Developer the difference between the amount paid by the Developer as set out in Section 7.1.1 herein and the amount of the final As-Constructed Cost. The decision as to whether it is to be a reimbursement shall be decided in the Township's sole and absolute discretion acting reasonably. Payment is to occur within 30 days of the Township determining that a payment is required.

9. Developer's Contribution to Local Services

9.1. The Township and the Developer agree that the cost apportioned to the Plan for 253 units is \$2,221,156.00 or 70.40% of the Total Cost Estimate, which is identified as the Developer's Local Service Contribution for the Water Supply and Distribution Upgrades. The Developer and the Township agree that if the actual costs of the Water Supply and Distribution Upgrades exceed or are less than the Total Cost Estimate outlined in Section 7.1.1 of the Agreement, the Developer's cost for the Water Supply and Distribution Upgrades will increase or decrease according to the actual costs.

9.2. The Township and the Developer agree that the Developer's payments are Local Service Charges for the Plan. The Township and the Developer further agree that although the Developer is Front-Ending the entire Total Cost Estimate set out in Section 7.1.1 herein, it may ultimately only be responsible for the Local Service Charges applicable to the Plan which is impacted by whether any reimbursement is received by the Township from other developers

10. Limited Obligation to Reimburse Developer

10.1. The Township and the Developer agree that if the Township collects Water Connection Fees from rate payers in Baxter, reimbursement may be paid to the Developer for its total Front-Ending Contribution, less its Local Services portion of the Water Supply and Distribution Upgrades, such that if the actual costs of the project exceed/decrease the engineering cost estimate outlined in Section 7.1.3, the Developer's proportionate share of the costs will increase or decrease according to the total actual costs of the project along with any eligible reimbursement.

10.2. The Developer acknowledges and agrees that if the Township does not receive payment for all or any portion of the Front-Ending costs less the Developers Contribution to Local Service Charges, from existing rate payers within fifteen (15) years from the date of execution of the Agreement, the Township only has an obligation to reimburse the Developer up to the total amount collected by the Township during the Term of the

Agreement. The Developer further acknowledges that the Township has no obligation to require rate payers in Baxter to connect to the Municipal Water system, and as a result there may be no mandatory payments required by the Township and no reimbursement to the Developer. The Township acknowledges that its current plan is not to allow any resident to connect to municipal water services without paying their proportionate connection fee, which amount has yet to be set.

- 10.3. The Developer acknowledges and agrees that if and when the Township collects \$50,000.00 and that amount is available for reimbursement, reimbursement shall be provided to the Developer. Each time that \$50,000.00 is paid out to the Developer no further reimbursement will be paid until the minimum \$50,000.00 threshold is reached again. This will occur until the entire Front-Ending Contribution less the Developer's Local Service Water Supply and Distribution Upgrades contribution of \$2,221,156.00 for a 253 unit plan or \$2,208,934.00 for a 250 unit plan, has been reimbursed to the Developer, save and except that the final distribution will be less than \$50,000.00 subject always to the 15 year Term of the Agreement. The Developer acknowledges that this Section is based on the presumption that the Township receives payments from Rate Payers in Baxter for Water Connection Fees.
- 10.4. The Township and the Developer agree that no reimbursement will occur until the Water Supply Upgrades are completed and approved by the Township and the Township's Engineer acting reasonably, and are fully operational.
11. **Services In This Agreement Which are Internal to the Lands**
- 11.1. The Developer acknowledges and agrees that none of the services which are the subject of the Agreement are internal to the Plan and as such the services are described in subsection 3(7) in the *Development Charges Act*.
12. **Completion & Supervision of Work**
- 12.1. The Developer acknowledges and agrees that the Township and the Township's Engineer will design, tender, hire, complete the contract administration of, and oversee the construction of the Water Supply and Distribution Upgrades. The Developer may review the tender results and offer input to the Township and the Township Engineer, however, all decisions regarding tenders will be in the Township's sole and absolute discretion.
13. **Township's Legal, Planning, Administrative (including Public Works), Consulting and Engineering Costs.**
- 13.1. The Developer agrees to pay to the Township all costs incurred by the Township relating to the approval, registration, and completion of the Agreement including but not limited to the following: legal, engineering, planning, administrative (including public works), and peer review consultants, 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, planning evidence at any Ontario Municipal Board hearing, or otherwise 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. This shall include the Township's ability to ensure that the interests of the Township are protected fully in all respects, and in relation to any issues that arise in any other way as a result of the Developer entering into the Agreement.
- 13.2. In addition to the costs set out in Section 13.1 above, the Developer agrees to pay to the Township, the Township's ongoing costs for all matters relating to: legal, engineering, planning, administrative (including public works), and peer review consultants, plus all applicable taxes, for all items including but not limited to: checking plans, reviewing

specifications, ongoing administration of the Plan, enforcement of any term of the Agreement including any matter that arises as a result of the Township entering into the Agreement, or the Developer developing the 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 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, 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.

- 13.3. The Developer agrees that all Engineering accounts shall be levied according to the Tariff set out by the Association of Professional Engineers of Ontario, and will be paid within thirty (30) days. If accounts are not paid within thirty (30) days the Township may charge interest at a rate of 1.2% per month on any amount outstanding until such time as the Township is paid in full by the Developer, in the alternative the Township may draw on any Securities deposited with the Township for this Plan in its sole and absolute discretion. If the Township elects to draw on the existing Letter of Credit, it must be topped up to its previous amount, within thirty (30) days.
- 13.4. The Developer agrees that all legal costs incurred by the Township pursuant to the Agreement are to be paid by the Developer on a 100% cost recovery basis by the Township, without any deduction or set-off whatsoever. All legal costs are to be paid by the Developer within thirty (30) days of receipt of an invoice from the Township. If not, the Township will charge the Developer interest at a rate of 1.2% per month on any amount outstanding that the Township is required to paid until such time as the Township is paid by the Developer. In alternative, the Township may draw on any letter of credits deposited with Township for this Plan in its on sole and absolute discretion.

14. Performance of Covenants

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

15. Developer's Liabilities & Indemnity

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

inspection of the Works. It is specifically understood and agreed that inspections of any aspect of construction, review by the Township's Engineer, Township Public Works Staff or any other works or actions undertaken by the Township, its agents or servants (which are hereinafter specifically agreed to be acting as agents of the Developer with respect to such work), shall impose no liability upon the Township to the Developer and the Developer specifically agrees that no such claim will be made.

16. Securities

- 16.1. Before signing the Agreement, the Developer will deposit with the Township an irrevocable Letter of Credit or Letters of Credit from a Tier 1 Canadian chartered bank and any cash deposits required by the Township (the "Securities"), issued in accordance with the requirements of the Township's Solicitor, with the Letters of Credit in the format set out as in Schedule "B" attached, and in the amount as set out in the Agreement.
- 16.2. 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.
- 16.3. All Letters 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 which notice is to be at least thirty (30) days prior to the intended release by the issuer
- 16.4. The Developer acknowledges and agrees that the Securities are being deposited with the Township to cover the faithful performance of all of the Developer's obligations under the Agreement. 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. The Developer agrees that the Securities may be drawn upon by the Township at any time and from time to time upon written demand
- 16.5. In the event of an increase to the estimated cost of the Water Supply and Distribution Upgrades, the Township may request, and the Developer shall provide additional securities as required by the Township within thirty (30) days of notice, failing which the Developer shall be considered in default of the Agreement.

17. Security Breach

- 17.1. If under the terms of the Agreement any of the following occur then there shall be deemed to be a Security Breach of the Agreement:
 - 17.1.1. the Developer fails to renew the Letter of Credit one (1) month before expiration, or
 - 17.1.2. the Developer fails to provide additional Securities as required under the Agreement.
- 17.2. In the event of such a security breach, the Township shall have the absolute right to terminate the Agreement, and to forbid any further work being carried out until the Securities have been restored, renewed or increased as required

18. Notice

- 18.1. 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.

109

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

Attention: Greg Murphy, CAO
Tel: (705) 424-9770
Email: gmurphy@essatownshlp.on.ca

Developer:
BROOKFIELD RESIDENTIAL (ONTARIO) LIMITED
7303 Warden Avenue
Suite 100
Markham, Ontario
L3R 6Y6

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

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

19.1. 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*, 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.

20. Agreement Not to be Called into Question

20.1. 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.

21. No Fettering of Discretion

21.1. 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

109

acknowledges that it will not obtain any advantageous planning or other consideration or treatment by virtue of the existence of the Agreement.

21.2. The Developer agrees that if any other party successfully challenges the Agreement, the Township has no obligation to complete the terms of the Agreement including the construction of the Water Supply and Distributions Upgrades or to refund any money to the Developer, save and except the remainder of the unused Front Ending Contribution in Section 7.1.1, at the point in time there is a successful challenge to the Agreement, once the Township, in its sole and unfettered discretion acting reasonably, has determined that it has no further liability or exposure to costs pursuant to the Agreement, or in any way related to the Agreement.

21.3. The Township and the Developer agree that if any dispute arises under Section 21.2 above, it shall be referred to a single Arbitrator to be agreed upon by the Parties. If the Parties are unable to come to an agreement on the selection of an Arbitrator, either Party may apply under Section 10 of the Arbitration Act, 1991, S.O. 1991 c. 17 for the Court to select an Arbitrator. The Arbitration shall proceed under the rules and procedures as determined by the Arbitrator pursuant to Section 20 of the Arbitration Act, 1991, S.O. 1991 c. 17. The Arbitration will take place in the Township of Essa Municipal Office or such other mutually agreeable location. The determination which shall be made by such Arbitrator shall be final and binding upon the Parties hereto, their successors, administrators and assigns, and there shall be no appeal from such determination. No costs shall be awarded at the Arbitration.

22. Severability and Enforceability

22.1. 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.

23. Waiver

23.1. 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.

24. Further Assurances

24.1. The Developer agrees to complete and/or execute such further and other acts, assurances and other things that may be reasonably requested by the Township from time to time to give effect to the full intent and meaning of this Agreement.

25. Effective Date

25.1. The Agreement shall be effective from the date it is executed by the Township and the Developer.

26. Interpretation of Agreement

26.1. 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.

- 26.2. The Agreement shall be construed with all changes in number and gender as may be required by the context.
- 26.3. 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.
- 26.4. All obligations contained herein, although not expressed to be covenants, shall be deemed to be covenants.
- 26.5. 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.

27. Governing Law

- 27.1. 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.

28. Entire Agreement

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

29. No Modification

- 29.1. 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.

30. Headings

- 30.1. The headings inserted in the Agreement are inserted for convenience only and shall not be used as a means of interpreting this Agreement.

31. Singular, etc.

- 31.1. 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.

32. Registration of Agreement

- 32.1. The Developer consents to the registration of the Agreement by the Township on the Lands.
- 32.2. 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 Lands.

33. Consent to Assign

- 33.1. The Developer shall not assign the Agreement without the written consent of the Township. The Township agrees that it will provide its written consent to any assignment provided:

- 33.1.1. The Developer is in good standing with respect to all of its obligations under the Agreement;

109

33.1.2. The person or entity the Agreement is assigned to ("Assignee") agrees in writing to assume all of the outstanding obligations of the Developer under the Agreement including but not limited to the Developer's obligation to provide and maintain Securities to assure the due carrying out of the Agreement; and

33.1.3. The Assignee shall be shown as the registered owner of the Lands.

33.2. Upon any such assignment being completed, the Developer and the Township shall have no further obligations to one another under the Agreement, which said obligations shall be between the Township and the Assignee, provided that the Township shall not be required to return to the Developer any of its deposited Securities until Securities in a like amount and in a form satisfactory to the Township's Solicitor are deposited with the Township.

34. Schedules

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

- Schedule "A" Description of the Lands;
- Description of Township Lands;
- Schedule "B" Letter of Credit

35. Enurement

35.1. 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 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 this 19th day of December, 2018

THE CORPORATION OF THE TOWNSHIP OF ESSA

Per: [Signature]
Name: Sandie Macdonald
Title: Mayor

Per: [Signature]
Name: Lisa Lehr
Title: Clerk

We have authority to bind the Corporation.

DATED this 5th day of November, 2018

BROOKFIELD RESIDENTIAL (ONTARIO) LIMITED

Per: [Signature]
Name: Peter Schut
Title: ASO

Per: [Signature]
Name: David Murphy
Title: ASO

We have the authority to bind the Corporation.

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SCHEDULE "A"

Note: It is understood and agreed that this Schedule forms part of The Corporation of the Township of Essa Water Supply and Distribution Upgrades/Front-Ending Agreement

1) Description of the 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).

Assessment Roll Number: 4321 010 007 15400

2) Description of Township Lands:

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

and

Part of Lot 16, Concession 4, Essa Township designated as Part 1 on Plan 51R-41420 except Part 1 on 51R-41473, Township of Essa, County of Simcoe, being all of PIN 58990-0119(LT).

109

SCHEDULE "B"

Note: It is understood and agreed that this Schedule forms part of The Corporation of the Township of Essa Water Supply and Distribution Upgrades/Front-Ending 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.

109

Schedule "B"

Page 2

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

62



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: CAO041-20
DATE: July 8, 2020
TO: Committee of the Whole
FROM: Colleen Healey-Dowdall, Chief Administrative Officer
SUBJECT: Nottawasaga Foundation 2020 Campaign

RECOMMENDATION

That Staff Report CAO041-20 be received; and

That Council donate the amount already budgeted, \$2,500, to the Nottawasaga Foundation 2020 Campaign despite the cancellation of the annual charity Golf Tournament due to COVID-19.

BACKGROUND

For the past decade or so, Essa has taken part in the annual Charity Golf Tournament held by the Nottawasaga Foundation at the Nottawasaga Inn. This Foundation relies heavily on this event to raise funds to support the Stevenson Memorial Hospital, 3 local food banks and various other community charities.

COMMENTS AND CONSIDERATIONS

They have recently reached out to ask for support even though the tournament will be cancelled this year due to COVID-19.

FINANCIAL IMPACT

The Township has already budgeted \$2,500 for this purpose. The Township will not be at a loss to continue to send \$2,500 for these worthy charities. The recipients of the support from the Nottawasaga Foundation continue to need support. It is not anticipated that Essa would ask for funds in lieu of its own tournament cancellation and as such, it is not anticipated that Essa would be donating to its charities of choice without the revenue to do so (one of Essa's charities of choice was the Stevenson Memorial Hospital).

SUMMARY/OPTIONS

Council may:

1. Take no further action.
2. Continue to send the approved budgeted amount to the Nottawasaga Foundation.
3. Send another amount of Council's choosing to the Nottawasaga Foundation and/or another organization.

CONCLUSION

Option #2 is recommended.

Respectfully submitted:



Colleen Healey-Dowdall
CAO

Attachments:

Request of Nottawasaga Foundation

June 15, 2020

Township of Essa
Carole Traynor

An Important Notice to Our Generous Supporters:

I hope everyone is safe and well. We regret to announce that this year, due to COVID-19 and social distancing restrictions, the Nottawasaga Foundation is unable to hold our annual Charity Golf Tournament, Dinner and Auction.

We will be running a modified campaign in order to help us honour upcoming charitable commitments, which are now greater than ever. In lieu of the golf tournament, we will be offering rounds of golf and dinner based on your sponsorship level. **This campaign will run until July 31, 2020.** I hope you will continue to support us while we continue to look at additional fundraising initiatives.

Over the past 27 years, as one of our many generous donors, you have helped us to raise an unprecedented 6.3 Million Dollars! This incredible accomplishment enables The Nottawasaga Foundation to continue to support many worthwhile charities and causes in our area, such as Stevenson Memorial Hospital, three local food banks and various others.

This year, more than ever, we need your help and kindly ask you to consider one of the following sponsorships:

- **TITANIUM Sponsor: \$15,000** - Corporate acknowledgement on all electronic and print media. Corporate logo displayed on the Foundation website and social media accounts.
 - **Twelve** 18-Hole Golf Vouchers (including cart) and **Twelve** Vouchers for dinner and wine in the Mahogany Dining Room at the Nottawasaga Inn. Golf and Dinner vouchers may be redeemed individually or as a group.
- or • **Twenty-Four** 18-Hole Golf Vouchers (including cart). Golf vouchers may be redeemed individually or as a group.
- **PLATINUM Sponsor: \$5,000** - Corporate acknowledgement on all electronic and print media. Corporate logo displayed on the Foundation website and social media accounts.
 - **Eight** 18-Hole Golf Vouchers (including cart) and **Eight** Vouchers for dinner and wine in the Mahogany Dining Room at the Nottawasaga Inn. Golf and Dinner vouchers may be redeemed individually or as a group.
- or • **Sixteen** 18-Hole Golf Vouchers (including cart). Golf vouchers may be redeemed individually or as a group.
- **DOUBLE GOLD Sponsor: \$2,500** – Corporate acknowledgement on all electronic and print media.
 - **Four** 18-Hole Golf Vouchers (including cart) and **Four** Vouchers for dinner in the Mahogany Dining Room at the Nottawasaga Inn. Golf and Dinner vouchers may be redeemed individually or as a group.
- or • **Eight** 18-Hole Golf Vouchers (including cart). Golf vouchers may be redeemed individually or as a group.

We have transitioned to a new registration process. Click on this link for secure PayPal registration:

<https://www.nottawasagaresort.com/machform/view.php?id=29944>

If you wish to donate product for future live, silent or on-line auctions, click this link:

<https://www.nottawasagaresort.com/machform/view.php?id=32339>

If you wish to send a cheque, please click on this link to fill in a form to be included with your payment:

<https://www.nottawasagaresort.com/machform/view.php?id=33085>

All Golf vouchers are valid until the **end of the 2020** golf season. Dinner vouchers are valid to **December 17, 2020.**

I encourage you to register and help us celebrate **another successful fundraiser in these very exceptional times.**

*Your support truly **does make all the difference!***

Please stay safe.



Lou Biffis, President