

**THE CORPORATION OF THE TOWNSHIP OF ESSA
REGULAR COUNCIL MEETING
WEDNESDAY, SEPTEMBER 18, 2019**

AGENDA

1. OPENING OF MEETING BY THE MAYOR

2. DISCLOSURE OF PECUNIARY INTEREST

3. ADOPTION OF PREVIOUS MINUTES AND MOTIONS

- p. 1 **Recommendation:** *Be it resolved that the motions duly passed and approved at the Committee of the Whole meeting of this date be approved; and That the minutes of the Committee of the Whole and Regular Council meetings held on the 4th day of September, 2019 be adopted as circulated.*

4. CONSENT AGENDA

Recommendation: *Be it resolved that the items listed in the Consent Agenda dated September 18, 2019 be approved as presented, and that the necessary action be taken.*

5. COMMITTEE REPORTS

6. PETITIONS

7. MOTIONS AND NOTICES OF MOTIONS

- p. 17 a. **Photo Radar**

Recommendation: *WHEREAS Bill 65, the "Safer School Zones Act, 2017", received Royal Assent on May 30, 2017 which amends the Ontario Highway Traffic Act (HTA) to, among other things, authorize municipalities to use Automated Speed Enforcement Technology (Photo Radar) as a tool to address stunt driving, vehicle speed concerns and collision patterns involving speeding, however Regulations supporting the use of Photo Radar have not been enacted as of yet; and WHEREAS municipalities will be authorized to use Photo Radar in school zones and in community safety zones designated by by-laws where the prescribed rate of speed is less than 80 km/h once the Regulation(s) have been proclaimed; and WHEREAS traffic enforcement and speeding are common concerns shared by municipalities across Ontario, not only in school zones and community safety zones, but on all roads under their jurisdiction; and WHEREAS Photo Radar is an effective tool that can be used by municipalities to deter motorists from driving in excess of the posted speed limit, assisting with traffic enforcement when the OPP cannot be stationed to catch motorists not following the*

"Rules of the Road", thereby keeping other users of the road system safe; NOW THEREFORE BE IT RESOLVED THAT Council of the Township of Essa strongly urges the Province to enact Regulation(s) to support the use of Photo Radar by municipalities in a timely manner, so as to immediately assist municipalities with traffic enforcement concerns, helping to keep pedestrians, cyclists, and the municipal road systems safe for other users; and THAT this Resolution be forwarded to the Association of Municipalities of Ontario (AMO), and the Minister of Transportation (Caroline Mulroney) in conjunction with the Lieutenant Governor in Council (Elizabeth Dowdeswell).

b. Proclamation – Stevenson Memorial Hospital Foundation – Because of You, We Can.

Recommendation: WHEREAS Stevenson Memorial Hospital Foundation is launching the largest capital campaign in the history of the Hospital; and WHEREAS the campaign supports the Hospital's community share of funding required for the redevelopment project, as well as the implementation of the new Health Information System (Meditech Expense) and critical equipment needs; and WHEREAS this campaign will ensure investment in the revitalization of the Hospital's dated infrastructure including the Emergency Department, new technology and medical equipment that will directly enhance patient care at Stevenson; NOW THEREFORE BE IT RESOLVED THAT Council for the Corporation of the Township of Essa hereby proclaims October 1st, 2019 as 'Because of You, We Can!' Day in recognition of Stevenson Memorial Hospital's capital campaign launch.

8. UNFINISHED BUSINESS

9. BY-LAWS

p. 18 a. By-law 2019-66

Recommendation: Be it resolved that leave be granted to introduce By-law 2019-66, that being a By-law to appoint two Zoning Administrators, and to repeal By-Law 2007-14; and, that said By-law be read a first, and taken as read a second and third time and finally passed.

p. 19 b. By-law 2019-67

Recommendation: Be it resolved that leave be granted to introduce By-law 2019-67, that being a By-law to authorize the Execution of and enter into a Pre-Servicing Agreement with Brookfield Residential (Ontario) Limited for Part Lot 16, Concession 4, being Parts 1 and 2 on Plan 51R-41377, Township of Essa, County of Simcoe, being all of PIN 58990-0115 (LT), Phase 1 on unregistered M-Plan: Lots 1-119 inclusive, Blocks 120-122 inclusive and Henderson Street, Shorey Lane, Edgar Avenue and Felhazie Trail, Phase 2 on unregistered M-Plan: Lots 1-134 inclusive, Blocks 135 & 136 and Henderson Street and Cochrane Crescent, and Part of Lot 16, Concession 5, Part 1 Plan 51R-41354; and, that said By-law be read a first, and taken as read a second and third time and finally passed.

p. 50 c. **By-law 2019-68**

Recommendation: *Be it resolved that leave be granted to introduce By-law 2019-68, that being a By-law to require Applicants to consult with the Township of Essa prior to submission of a Development Application (Pre-Consultation By-law); and, that said By-law be read a first, and taken as read a second and third time and finally passed.*

p. 51 d. **By-law 2019-69**

Recommendation: *Be it resolved that leave be granted to introduce By-law 2019-69, that being a By-law to authorize the Issuance of the Certificate of Substantial Completion and Acceptance (Aboveground Works) Nottawasaga Village Block 124 & 125 Subdivision (Plan 51M-1097) (Stonemount Developments Inc.); and, that said By-law be read a first, and taken as read a second and third time and finally passed.*

10. **QUESTIONS**

11. **CLOSED SESSION**

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

- the security of the property of the Municipality or local board;*
- personal matters about an identifiable individual, including Municipal or local board employees;*
- a proposed or pending acquisition or disposition of land for Municipal or local board purposes;*
- labour relations or employee negotiations;*
- litigation or potential litigation, including matters before administrative tribunals, affecting the Municipality or local board;*
- advice that is subject to solicitor/client privilege, including communications necessary for that purpose;*
- a matter in respect of which a Council, Board, Committee or other body has authorized a meeting to be closed under another Act;*
- Information explicitly supplied in confidence to the municipality or local board by Canada, a province or territory or a Crown Agency of any of them;*
- a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization;*
- a trade secret or scientific, technical, commercial or financial information that belongs to the municipality or local board and has monetary value or potential monetary value;*
- a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board;*

- the subject matter relates to the consideration of a request under the Municipal Freedom of Information and Protection of Privacy Act;*
- an ongoing investigation respecting the municipality, a local board or a municipally-controlled corporation by the Ombudsman appointed under the Ombudsman Act, an Ombudsman referred to in subsection 223.13 (1) or the investigator referred to in subsection 239.2 (1) of the Municipal Act 2001, as amended;*
- If the meeting is held for the purpose of educating or training the members.*

Motion to Rise and Report from Closed Session Meeting of September 18th, 2019.

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

12. CONFIRMATION BY-LAW

p. 56 By-law 2019-70

Recommendation: *Be it resolved that leave be granted to introduce By-law 2019-70, that being a By-law to confirm the proceedings of the Council and Committee of the Whole meetings held on this 18th day of September, 2019; and that said By-law be read a first, and taken as read a second and third time and finally passed.*

13. ADJOURNMENT

Recommendation: *Be it resolved that this meeting of the Council of the Township of Essa adjourn at _____ p.m. to meet again on the 2nd day of October, 2019 following Committee of the Whole.*

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

**WEDNESDAY, SEPTEMBER 4, 2019
6:00 p.m.**

MINUTES

A Committee of the Whole meeting was held on Wednesday September 4, 2019 in the Council Chambers of the Administration Centre, Township of Essa.

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

Staff in attendance: C. Healey-Dowdall, Chief Administrative Officer
A. Powell, Manager of Planning and Development
B. Morrison, Manager of Public Works
C. Ross Tustin, Fire Chief
J. Coleman, Manager of Parks and Recreation
K. Pascoe, Deputy Clerk
L. Lehr, Clerk

1. OPENING OF MEETING BY THE MAYOR

Mayor Macdonald opened the meeting at 6:00 p.m.

2. DISCLOSURE OF PECUNIARY INTEREST

None.

3. DELEGATIONS / PRESENTATIONS / PUBLIC MEETINGS

- a. Brookfield Residential**
David Murphy, Vice President and Rayna Thompson, Director
Re: Intersection Pedestrian Signal (IPS)

Rayna Thompson and David Murphy provided Council with a brief history on the development in Baxter specific to the Murphy Road/Denney Drive Intersection. They informed Council that a Traffic Impact Study (TIS) was submitted in 2017 that recommended traffic signalization to improve intersection capacity and reduce delays at the intersection in addition to providing a safe crossing for pedestrians, however the County of Simcoe deemed full traffic signalization as unwarranted given that there were some discrepancies in the TIS. Rather, it was stated that the County of Simcoe was in support of the installation of an Intersection Pedestrian Signal at that time. Since submission of the original signalization design, the County of Simcoe has identified that full traffic signalization will require left turn lanes in addition to the need for greater lane widths and taper lengths, as well as utility and infrastructure relocations.

The representatives from Brookfield Residential appealed to Council for reconsideration of full traffic signalization at the Murphy Road/Denney Drive intersection, and are looking for Council's support of the installation of an Intersection Pedestrian Signal in its place.

Mayor Macdonald thanked the Brookfield Residential representatives for their presentation.

Council requested that staff write to the County to request consideration of lesser standards for the signalization design and Council members would follow up with the County as well. Councillor Henderson pointed out that it is a savings to the taxpayer if the developer pays for the ultimate required treatment at this time rather than the taxpayers having to pay later when signals are warranted.

b. OPP – Nottawasaga Detachment

Inspector Steve Clegg, Nottawasaga OPP Detachment Commander

Staff Sergeant Brett Carson, Central Region Traffic Manager

Acting Staff Sergeant Tom Shantz, Nottawasaga OPP Operations Manager

Sergeant Chris McConnell, Nottawasaga OPP Detachment

Re: Traffic Calming and Speed Enforcement Measures

Representatives of the OPP were in attendance at the request of Council in order to provide Council with recommendations on traffic calming measures to address speeding, for consideration in the Township of Essa. The request was made of Council in response to the public's growing concerns of speeding and traffic enforcement in the municipality.

Inspector Steve Clegg provided Council with a brief overview of the following:

- Boundary coverage
- Breakdown of occurrences involving OPP assistance (2018 and 2019)
- Staffing levels at the Detachment in addition to deployment per platoon
- Effect of growth on the detachment and the areas under its jurisdiction
- Breakdown of traffic-related charges (2018 and 2019, with projected statistics for September to December 2019)

Sergeant Chris McConnell explained the methods currently used by the detachment for traffic enforcement (ie: collection of data and information; creation of analytics; focus patrols; engagement and education), and reminded Council that calls for service are a higher priority than traffic enforcement. He stated that a 1-800 number will be set up for residents to call specifically for traffic/speeding concerns.

At the request of Council, the OPP representatives provided information on the following:

- **Overtime / Paid Duty Officers dedicated to conducting Traffic Enforcement in Essa**
 - additional cost to Township over the current contract
 - municipality would be required to generate analytics/data
 - would only be a short-term measure
 - officer would have to leave when calls for service were received

- **Photo Radar**
 - Bill 65 (Safer School Zones Act 2017) received Royal Assent on May 30, 2017 and permits photo radar in school zones only
 - Changes to the *Highway Traffic Act* have not yet been proclaimed and as such, are not in force as of yet; thus, use of photo radar as deterrent is not yet available
 - Photo Radar Regulations must be approved prior to using

- **Speed Limits**
 - Speed limits need to be reasonable for all who share the roadway
 - Speed limits need to be consistent
 - Signage needs to be properly posted so as to alert the motorists of changes in speed

- **Implementing Traffic Calming Measures**
 - Types for consideration: neighbourhood traffic circles (round-a-bout), raised intersections, lane striping, speed bumps

The OPP recommended that Council consider creating a Focus Group specific to "Essa Township Traffic Management" as a starting point. This will create an open dialogue and instil confidence that all involved are working towards a solution for a safer community. Additionally, it will ensure that those with issues relating to traffic can have a voice and be heard.

Mayor Macdonald thanked those in attendance for the information.

Council requested that a motion be brought forward at the next meeting to urge the Province to approve the Regulations allowing for the use of Photo Radar on municipal roads. Additionally, they requested that a staff report be prepared specific to the recommended Focus Group, and that staff work closely with the OPP to draft a Speed Limit Policy.

STAFF REPORTS

4. PLANNING AND DEVELOPMENT

- a. **Staff Report PD039-19 submitted by the Manager of Planning and Development, re: Pre-Consultation Process Update.**

Resolution No: CW151-2019 Moved by: Smith Seconded by: White

*Be it resolved that Staff Report PD039-19 be received; and
That Council approve the recommended procedure as stated in this report for the Pre-Consultation Process requirements through the passing of a By-law.*

----Carried----

- b. Staff Report PD040-19 submitted by the Manager of Planning and Development, re: Appointment of Zoning Administrators.**

Resolution No: CW152-2019 Moved by: Henderson Seconded by: Smith

*Be it resolved that Staff Report PD040-19 be received; and
That Council appoint Elizabeth Davis and Liam Munnoch as Zoning Administrators.*

----Carried----

- c. Staff Report PD041-19 submitted by the Manager of Planning and Development, re: Fee Schedule Update – Planning Administration.**

Resolution No: CW153-2019 Moved by: Sander Seconded by: Smith

*Be it resolved that Staff Report PD041-19 be received; and
That Council authorize staff to proceed with a public meeting on the recommended Fee Schedule amendments.*

----Carried----

- d. Staff Report PD042-19 submitted by the Manager of Planning and Development, re: Zoning By-law Amendment Application – 150 Mill Street.**

Resolution No: CW154-2019 Moved by: White Seconded by: Henderson

*Be it resolved that Staff Report PD042-19 be received; and
That Council authorize staff to proceed with scheduling a public meeting, and the continued processing of the subject Zoning By-law Amendment.*

----Carried----

- e. Staff Report PD043-19 submitted by the Manager of Planning and Development, re: 2019 Simcoe County Age-Friendly Municipal Grant Program.**

Resolution No: CW155-2019 Moved by: Sander Seconded by: Henderson

*Be it resolved that Staff Report PD043-19 be received; and
That Council support the current proposed activities and willingness to provide overall grant management for the Township of Essa's Age-Friendly Community initiative, as described in this Report; and
That Council authorize Staff to apply for the 2019 Simcoe County Age-Friendly Municipal Grant Program to be in receipt of \$10,000.00.*

----Carried----

- f. **Staff Report PD044-19 submitted by the Manager of Planning and Development, re: Proposed Telecommunications Tower, 329 Mill Street – Municipal Affairs Manager, Shared Network Canada.**

MOTION AS AMENDED:

Resolution No: CW156-2019 Moved by: Smith Seconded by: Sander

*Be it resolved that Staff Report PD044-19 be received; and
That Council approve the application for a proposed cell tower to be located at 329 Mill Street, Angus; and
That a condition be included in the approval to allow for usage of space on the tower by municipal departments, at no additional cost to the municipality.*

----Carried----

- g. **Staff Report PD045-19 submitted by the Manager of Planning and Development, re: Request to Enter into a Pre-Servicing Agreement with Brookfield Residential – 103 Denney Drive, Baxter.**

MOTION AS AMENDED

Resolution No: CW157-2019 Moved by: Sander Seconded by: White

*Be it resolved that Staff Report PD045-19 be received; and
That Council authorize staff to enter into a Pre-Servicing Agreement with Brookfield Residential which pertains to all lands within Phase 1 and 2, and Part 1 of Plan 51R-41354 the development located at 103 Denney Drive, Baxter, provided that Brookfield Residential secure 100 percent of the works.*

----Carried----

- h. **Staff Report PD046-19 submitted by the Manager of Planning and Development, re: Building Branch Resources Review.**

Resolution No: CW158-2019 Moved by: Sander Seconded by: Smith

*Be it resolved that Staff Report PD046-19 be received; and
That Council authorize staff to advertise for temporary contracted services to support building operations, during which time there remains a vacancy and Staff is unqualified to conduct all necessary inspections.*

----Carried----

- i. **Correspondence from the Township of Essa to the Ministry of Municipal Affairs and Housing, re: Proposed Changes to O. Reg 82/98.**

Resolution No: CW159-2019 Moved by: Smith Seconded by: Sander

Be it resolved that the Correspondence from the Township of Essa to the Ministry of Municipal Affairs and Housing regarding Proposed Changes to O. Reg 82/98 be received for information.

----Carried----

5. PARKS AND RECREATION/ COMMUNITY SERVICES

- a. **Staff Report PR004-19 submitted by the Manager of Parks and Recreation, re: Baxter Pitching Mound.**

Resolution No: CW160-2019 Moved by: Sander Seconded by: Henderson

*Be it resolved that Staff Report PR004-19 be received; and
That Council approve the installation of a permanent pitching mound for the Baxter Ball Diamond during 2019 by awarding the contract to Marco-co Clay at a cost of \$4,668.31 including H.S.T.*

----Carried----

6. FIRE AND EMERGENCY SERVICES

7. PUBLIC WORKS

- a. **Staff Report PW033-19 submitted by the Manager of Public Works, re: Winter Sand Tender Results.**

Resolution No: CW161-2019 Moved by: Henderson Seconded by: Smith

*Be it resolved that Staff Report PW033-19 be received; and
That the tender as submitted by Duivenvoorden for the purchase, mixing and stacking of winter sand in the amount of \$133,800.00 (plus H.S.T.) be accepted as per Township specifications.*

----Carried----

8. FINANCE

- a. **Release of Securities – San Diego Homes**

Resolution No: CW162-2019 Moved by: White Seconded by: Smith

Be it resolved that Council approve a Release of Securities relating to San Diego Homes, as recommended as follows:

Current Securities Held by Township	\$ 200,000.00
Recommended Reduction	(\$ 200,000.00)
Securities to be Retained	\$ 0

*and,
That this approval is conditional upon the Developer providing the Municipality with a Statutory Declaration indicating that all accounts have been paid in full, including all of the Township's legal and engineering costs.*

----Carried----

9. CLERKS / BY-LAW ENFORCEMENT / IT

- a. **Staff Report C025-19 submitted by the Clerk, re: Proposed Amendments to Essa's Business Licencing By-law 2011-20 – Recreational Facilities-Event Venues.**

Resolution No: CW163-2019 Moved by: White Seconded by: Smith

*Be it resolved that Staff Report C025-19 be received; and
That Council approve an amendment to the Township's Business Licensing By-law 2011-20 to include Schedule 8B "Recreational Facilities-Event Venues" as amended;
and
That the appropriate By-law be brought forward for Council's consideration, once appropriate Notice has been provided to the public.*

----Carried----

- b. **Staff Report C028-19 submitted by the Clerk, re: Inclusion of Cats in "Animal Owner Responsibilities" – Canine Control By-law 2006-18.**

Resolution No: CW164-2019 Moved by: White Seconded by: Sander

Be it resolved that Staff Report C028-19 be received for information.

----Carried----

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

- a. **Staff Report CAO034-19 submitted by the Chief Administrative Officer, re: Public Transit.**

Resolution No: CW165-2019 Moved by: White Seconded by: Smith

*Be it resolved that Staff Report CAO034-19 be received; and
That Council consider the options available to it concerning public transit and approve directing staff to explore a partnership with the taxi company of Angus, Abe's Taxi, to provide a subsidy for certain specified trips which meet with the goals of Essa.*

----Carried----

- b. **Staff Report CAO035-19 submitted by the Chief Administrative Officer, re: Hiring Policy – Proposed Modifications.**

Resolution No: CW166-2019 Moved by: Sander Seconded by: White

*Be it resolved that Staff Report CAO035-19 be received; and
That Council approve modifying the Township's existing Hiring Policy, as amended, for the purpose of making the policy clear and reflective of the Township's intentions.*

----Carried----

- c. **Staff Report CAO036-19 submitted by the Chief Administrative Officer and the Manager of Public Works, re: Meal Allowance – Proposed Modifications to Roads Department Policy.**

MOTION AS AMENDED:

Resolution No: CW167-2019 Moved by: White Seconded by: Smith

Be it resolved that Staff Report CAO036-19 be received; and That Council approve increasing the Township's existing meal allowance, as specified within the Roads Department Meal Allowance Policy, for the purpose of increasing the meal allowance for roads employees, from \$7.00 to \$9.00; and That staff be directed to bring a report forward on a Policy that applies to all employees for meal allowance expenses when attending continuing education courses, seminars or Township authorized business.

----Carried----

- d. **Staff Report CAO037-19 submitted by the Chief Administrative Officer, re: Traffic Signals/Speed Control Measures in Thornton, to Assist with Pedestrian Crossing.**

Resolution No: CW168-2019 Moved by: Sander Seconded by: Smith

Be it resolved that Staff Report CAO037-19 be received; and That Council consider either an Intersection Pedestrian Signal (IPS) form of signalization, or traffic calming measures, for Robert Street in Thornton, where the Trans Canada Trail (TCT) meets with Robert Street, during budget deliberations when all proposed road projects for 2020 and beyond are being considered and prioritized all together.

----Carried----

- e. **Staff Report CAO039-19 submitted by the Chief Administrative Officer, re: Annual Staff Appreciation BBQ.**

Resolution No: CW169-2019 Moved by: Sander Seconded by: Smith

Be it resolved that Staff Report CAO039-19 be received; and That Council approve an upset limit of \$750.00 to host the annual staff appreciation BBQ on September 17th at the Administration Centre, starting at 4:00 p.m.

----Carried----

- f. **Staff Report CAO040-19 submitted by the Chief Administrative Officer, re: Lease Agreements for the Angus Arena.**

Resolution No: CW170-2019 Moved by: Smith Seconded by: White

Be it resolved that Staff Report CAO040-19 be received; and That Council approve a lease agreement for the Angus Arena Canteen for a 3 year period and the Angus Arena Pro Shop for a period of 7 months.

----Carried----

11. OTHER BUSINESS

a. Township of Essa Trails

Council requested that staff include provisions for trail initiatives in the 2020 and 2021 Budget Deliberations.

b. Community Events

Council reminded staff and members of the public about the upcoming community events:

- Decast 30th Anniversary – Saturday September 7, 2019
- Ivy Days – Saturday September 7, 2019
- Angus Wrestling Event – Saturday September 7, 2019
- Pinewoods Chapel Grand Opening – Sunday September 8, 2019
- Thornton Area Action Committee BBQ / Cornfest – Saturday September 8, 2019
- Essa Salmon Derby – September 21 and 22, 2019

c. Request for Report – Municipal Funding of Public Health Services

Council requested that the Chief Administrative Officer provide a staff report at a future meeting to outline the legalities of municipalities funding public health services.

d. Barrie Fair

Council advised that the Barrie Fair was well attended.

12. ADJOURNMENT

Resolution No: CW171-2019 Moved by: Smith Seconded by: Sander

Be it resolved that this meeting of Committee of the Whole of the Township of Essa adjourn at 8:35 p.m. to meet again on the 18th day of September, 2019 at 6:00 p.m.

---Carried---

Sandie Macdonald
Mayor

Lisa Lehr
Clerk

THE CORPORATION OF THE TOWNSHIP OF ESSA
REGULAR COUNCIL MEETING
WEDNESDAY, SEPTEMBER 4, 2019

MINUTES

A Regular Council meeting was held on Wednesday, September 4, 2019 in the Council Chambers of the Administration Centre, Township of Essa.

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

Staff in attendance: C. Healey-Dowdall, Chief Administrative Officer
A. Powell, Manager of Planning and Development
B. Morrison, Manager of Public Works
C. Ross Tustin, Fire Chief
J. Coleman, Manager of Parks and Recreation
K. Pascoe, Deputy Clerk
L. Lehr, Clerk

1. **OPENING OF MEETING BY THE MAYOR**

Mayor Macdonald opened the meeting at 8:35 p.m.

2. **DISCLOSURE OF PECUNIARY INTEREST**

Deputy Mayor Smith declared an indirect interest on Item 11 (b) as he has an active fill permit.

3. **ADOPTION OF PREVIOUS MINUTES AND MOTIONS**

Resolution No: CR169-2019 Moved by: Sander Seconded by: Henderson

*Be it resolved that the motions duly passed and approved at the Committee of the Whole meeting of this date be approved; and
That the minutes of the Committee of the Whole and Regular Council meetings held on the 3rd day of July, 2019 be adopted as circulated.*

----Carried----

4. **CONSENT AGENDA**

Resolution No: CR170-2019 Moved by: Smith Seconded by: White

Be it resolved that the items listed in the Consent Agenda dated July 3, 2019 be approved as presented, and that the necessary action be taken.

----Carried----

A2 – Support

A5b – Council requested that the Chief Administrative Officer bring a report forward at a future meeting of Council.

5. COMMITTEE REPORTS

a. Nottawasaga Police Services Board

Resolution No: CR171-2019 Moved by: Sander Seconded by: White

Be it resolved that the minutes of the Nottawasaga Police Services Board from their meeting of June 26, 2019 be received.

----Carried----

b. Parks and Recreation Committee

Resolution No: CR172-2019 Moved by: Smith Seconded by: Sander

Be it resolved that the minutes of the Parks and Recreation Committee from their meeting of July 17, 2019 be received.

----Carried----

6. PETITIONS

7. MOTIONS AND NOTICES OF MOTIONS

a. Reaffirmation of Council Support – Baseload Power Corp. Application for Green Initiative (Installation of 2 EV Charging Stations at Thornton Arena)

Resolution No: CR173-2019 Moved by: Smith Seconded by: Sander

*WHEREAS at its meeting of May 1, 2019, Council passed Resolution No. CW096-2019 that being a Resolution to support, in principle, the submission of an application by Baseload Power Corp. for a funding opportunity of their green initiative concept as described by Baseload Power Corp., to install an EV Corridor in South-Central Ontario, with two Level 3 Electrical Vehicle Charging Stations being located at the Thornton Arena; and
WHEREAS at its meeting of May 15, 2019, By-law 2019-45 was executed, to authorize the execution of a Memorandum of Understanding between Baseload Power Corp. and the Township of Essa to confirm each Party's intent to enter into a long-term Lease Agreement that would provide Baseload Power Corp. with the right to use land at the Thornton Arena, to install, own and operate the EV Stations, and sets out the key terms and conditions that would form the basis of such Agreement; and
WHEREAS Baseload Power Corp. was declined in Phase I of the funding initiative, however has been notified by NRCan of a new Funding Opportunity that would better match their Project description;
NOW THEREFORE BE IT RESOLVED THAT Council reaffirms its support of the green initiative concept of Baseload Power Corp. to install two Level 3 Electrical Vehicle Charging Stations at the Thornton Arena, and continues to encourage the Chief Administrative Officer to work with Baseload Power Corp. in support of their funding application for this next round of submissions.*

----Carried----

b. Brookvalley Developments (Angus) Ltd.

Resolution No: CR174-2019 Moved by: Henderson Seconded by: Smith

WHEREAS pursuant to a Subdivision Agreement dated the 23rd day of July, 2008, and registered July 25th, 2008, the Township agreed to the development of a residential plan of subdivision on lands in the Township described as Lots 1 through 67, and Blocks 68 through 78, on Plan 51M-912; and

WHEREAS Brookvalley Developments (Angus) Ltd. has met all of the obligations set out in the Subdivision Agreement as well as all Subdivision Agreement Amendments, and the Township has fulfilled its obligations to require Brookvalley Developments (Angus) Ltd. to comply with the Subdivision Agreement registered as Instrument No. SC666539, as well as all Subdivision Agreement Amendments set out herein, and all requirements have been completed to date;

NOW THEREFORE BE IT RESOLVED THAT the Township of Essa and its successors release and forever discharge Brookvalley Developments (Angus) Ltd., their successors and assigns, and Brookvalley Developments (Angus) Ltd., their successors and assigns, release and forever discharge the Corporation of the Township of Essa and its successors, from the enforcement of the performance of the terms of a Subdivision Agreement made between the Corporation of the Township of Essa and Brookvalley Developments (Angus) Ltd. dated the 23rd day of July, 2008 and registered in the Land Registry Office on July 25th, 2008, as Instrument No. SC666539, and all Subdivision Agreement Amendments including Subdivision Agreement Amendment #1, and affecting the lands and premises set out above and provide for a Mutual General Full and Final Release of which the Mayor and Clerk are authorized to execute.

----Carried----

8. UNFINISHED BUSINESS

9. BY-LAWS

a. By-law 2019-63

Resolution No: CR175-2019 Moved by: Henderson Seconded by: White

Be it resolved that leave be granted to introduce By-law 2019-63, that being a By-law to authorize the Mayor and Clerk to enter into a Lease Agreement with Skate Doctor for use of the Pro Shop at the Angus Recreation Centre; and, that said By-law be read a first, and taken as read a second and third time and finally passed.

----Carried----

b. By-law 2019-64

Resolution No: CR176-2019 Moved by: Sander Seconded by: Smith

Be it resolved that leave be granted to introduce By-law 2019-64, that being a By-law to authorize the Mayor and Clerk to enter into a Lease Agreement with Debbie Floyd for the use and lease of the Concession Booth at the Angus Recreation Centre; and, that said By-law be read a first, and taken as read a second and third time and finally passed.

----Carried----

10. QUESTIONS

11. CLOSED SESSION

Deputy Mayor declared an indirect interest on Item 11 (b) of Closed Session as he has an active fill permit. He vacated his seat and left Council Chambers for the portion of the meeting on Item 11 (b), and did not participate in any discussion or vote on the Item.

Resolution No: CR177-2019 Moved by: Sander Seconded by: Henderson

Be it resolved that Council proceed to a Closed Session in order to address matters pertaining personal matters about an identifiable individual, including Municipal or local board employees; and litigation or potential litigation, including matters before administrative tribunals, affecting the Municipality or local board.

----Carried----

Council moved into Closed Session at 8:50 p.m.

**MOTION TO RISE AND REPORT FROM CLOSED SESSION MEETING OF
SEPTEMBER 4TH, 2019.**

Resolution No: CR178-2019 Moved by: Henderson Seconded by: Smith

Be it resolved that Council rise and report from the Closed Session Meeting at 9:34 p.m.

----Carried----

- a. IDENTIFIABLE INDIVIDUAL [s. 239(2)(b)]
Confidential Staff Report PW028-19 submitted by the Manager of Public Works, re: Resident's Request for a Reduction in Waste/Sewer Charges due to Extenuating Circumstances.**

Resolution No: CR179-2019 Moved by: Smith Seconded by: Sander

Be it resolved that Confidential Staff Report PW028-19 be received; and That the Manager of Public Works be authorized to proceed with Option No. 2 as outlined in this Confidential Report.

----Carried----

Deputy Mayor Smith declared an indirect interest of Item 11(b). He vacated his seat and exited Council Chambers for this portion of the meeting. He did not vote or participate in any discussion on this Item.

- b. LITIGATION OR POTENTIAL LITIGATION [s. 239(2)(e)]
Confidential Staff Report CAO038-19 submitted by the Chief
Administrative Officer, re: Fill By-law and/or 6651 3rd Line.**

Resolution No: CR180-2019 Moved by: Henderson Seconded by: Sander

*Be it resolved that Confidential Staff Report CAO038-19 be received; and
That the Chief Administrative Officer be authorized to proceed with Option No. 2 as
outlined in this Confidential Report.*

----Carried----

Deputy Mayor Smith resumed his seat for the remainder of the meeting.

- c. IDENTIFIABLE INDIVIDUAL [s. 239(2)(b)]
Correspondence from the Information and Privacy Commissioner of
Ontario (IPC), re: Complaint MC19-00057.**

Resolution No: CR181-2019 Moved by: Sander Seconded by: Henderson

*Be it resolved that Correspondence dated August 21, 2019, in regards to Complaint
MC19-00057 be received for information.*

----Carried----

- d. IDENTIFIABLE INDIVIDUAL [s. 239(2)(b)]
Verbal Report from Mayor Macdonald, re: Correspondence from
Identifiable Individuals.**

Resolution No: CR182-2019 Moved by: Smith Seconded by: White

Be it resolved that the verbal report from Mayor Macdonald be received.

----Carried----

12. CONFIRMATION BY-LAW

By-law 2019-65

Resolution No: CR183-2019 Moved by: Sander Seconded by: Smith

*Be it resolved that leave be granted to introduce By-law 2019-65, that being a By-law to
confirm the proceedings of the Council and Committee of the Whole meetings held on
this 4th day of September, 2019; and that said By-law be read a first, and taken as read
a second and third time and finally passed.*

----Carried----

13. ADJOURNMENT

Resolution No: CR184-2019 Moved by: Smith Seconded by: Henderson

Be it resolved that this meeting of the Council of the Township of Essa adjourn at 9:37 p.m. to meet again on the 18th day of September, 2019 following Committee of the Whole.

----Carried----

Sandie Macdonald,
Mayor

Lisa Lehr
Clerk

Left Blank
Intentionally



September 2019
Government Proposing Regulatory Framework for Speed Enforcement

2019-09-05 9:05:00 AM

CATEGORIES: Licensing & Law Enforcement

The government is proposing a regulatory framework for amendments made to the Safer School Zones Act by the previous government in 2017.

The amendments were designed to prevent speeding and include the use of automated speed enforcement (ASE – or, more commonly, photo radar) technology on municipal roads and streamlining the process to adopt and use red light cameras (RLCs) – both of which can be placed in school and community safety zones.

While the Ministry has yet to propose regulations supporting the use of ASE, they will include “operational, procedural, and evidentiary requirements”. Such regulations will provide municipalities the option to implement ASE programs in school and community safety zones and vehicles that violate speed limits would be fined. Municipalities would also assume full responsibility of the program administration, which includes installing the devices, selecting locations, and processing and distributing evidence and tickets.

The proposed framework for the RLCs will change Ontario Regulation 277/99 (red light camera evidence) to “streamline municipal authorization to use RLCs” thereby removing the requirement where RLCs could only be designated by regulation.

AMCTO encourages our members to share these kinds of regulatory proposals and other consultations with your organizations. Offering input into government proposals allows the government to better understand the challenges municipalities face and consider the needs of local government when developing new policies

The closing date for comments is October 3rd. To give your feedback, click [here](#).

For more information, please see below:

Ontario Regulatory Registry: Enhancing Municipal Road Safety through Automated Speed Enforcement (ASE)

Bill 65: Safer School Zones Act

CBC News: Ford government asking public to weigh in on proposed photo radar changes

AMCTO: Photo Radar Bill Passes Second Reading

9a

THE CORPORATION OF THE TOWNSHIP OF ESSA

BY-LAW 2019-66

A By-law to appoint two Zoning Administrators, and to repeal By-law 2007-14.

WHEREAS Section 34(1) of the *Planning Act*, R.S.O. 1990, c.P.13, as amended, provides that a lower tier municipality may pass zoning by-laws respecting matters within the spheres of jurisdiction described under this Section, and is responsible for the enforcement of the By-laws pertaining to those sections; and

WHEREAS Section 35 of the Township of Essa Zoning By-law, By-law 2003-50, as amended, provides that the Zoning By-law shall be administered by a person appointed by Council; and

WHEREAS the Council of The Township of Essa deems it advisable to appoint Zoning Administrators as necessary for the purposes of the administration of said Acts and By-laws;

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

1. That Elizabeth Davis and Liam Munnoch be hereby appointed to the position of Zoning Administrators of the Corporation of the Township of Essa.
2. That the said appointment shall become effective immediately.
3. That this By-law shall come into force and effect on the day it is finally passed.
4. That By-law 2007-14 be and is hereby repealed.

READ A FIRST, AND TAKEN AS READ A SECOND AND THIRD TIME AND FINALLY PASSED on this the 18th day of September, 2019.

Sandie Macdonald, Mayor

Lisa Lehr, Clerk

THE CORPORATION OF THE TOWNSHIP OF ESSA

BY-LAW 2019 - 67

Being a By-law to authorize the Execution of and enter into a Pre-Servicing Agreement with Brookfield Residential (Ontario) Limited for Part Lot 16, Concession 4, being Parts 1 and 2 on Plan 51R-41377, Township of Essa, County of Simcoe, being all of PIN 58990-0115 (LT), Phase 1 on unregistered M-Plan: Lots 1-119 inclusive, Blocks 120-122 inclusive and Henderson Street, Shorey Lane, Edgar Avenue and Felhazie Trail, Phase 2 on unregistered M-Plan: Lots 1-134 inclusive, Blocks 135 & 136 and Henderson Street and Cochrane Crescent, and Part of Lot 16, Concession 5, Part 1 Plan 51R-41354.

WHEREAS the Council of the Corporation of the Township of Essa is empowered to enter into agreements for development control pursuant to Sections 51(25) and 53(12) of the Planning Act, R.S.O. 1990, c.P13; and

WHEREAS the Township and the owners of land known as Part Lot 16, Concession 4, being Parts 1 and 2 on Plan 51R-41377 being all of PIN 58990-0115 (LT), Phase 1 on unregistered M-Plan: Lots 1-119 inclusive, Blocks 120-122 inclusive and Henderson Street, Shorey Lane, Edgar Avenue and Felhazie Trail and Phase 2 on unregistered M-Plan: Lots 1-134 inclusive, Blocks 135 & 136 and Henderson Street and Cochrane Crescent, agree to enter into this Pre-Servicing Agreement in order to permit the developer to pre-service the lands governed by this By-law in accordance with the construction drawings for the draft plan of subdivision pertaining to these lands.

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

1. The Agreement attached hereto is approved by Council, and Council agrees to the terms of the aforesaid Agreement.
2. The Mayor and Clerk are hereby authorized to execute the subject Agreement and all other documentation necessary to give effect to the attached Agreement.
3. This By-law and Agreement attached shall be registered at the Land Titles Office for the County of Simcoe after execution by all parties.
4. This By-law comes into force and effect on the day it is finally passed.

READ A FIRST, AND TAKEN AS READ A SECOND AND THIRD TIME AND FINALLY PASSED on this the 18th day of September, 2019.

Sandie Macdonald - Mayor

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Lisa Lehr - Clerk

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

PRE-SERVICING AGREEMENT

made this day of , 20__

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF ESSA

"Township"

- and -

BROOKFIELD RESIDENTIAL (ONTARIO) LIMITED

"Developer"

- and -

C.L. MARSHALL FARMS LIMITED

"Mortgagee"

Collectively referred to as the "Parties"

RECITALS

- 1. The Developer is the owner of the lands in the Township of Essa, County of Simcoe, described as follows and as set out in Schedule "A" attached:

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

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

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

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

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

- 3. The Township and the Developer agree that only Part 1, Plan 51R-41354 comprises part of the Storm Water Management Pond Lands to be pre-serviced (the "Storm Water Management Pond Lands").

4. The Township and the Developer agree that the Developer's Land and the Storm Water Management Pond Lands shall together comprise the Lands (the "Lands").
5. The Developer proposes to subdivide the Developer's Lands into lots and/or blocks by means of two M-Plans (the "Unregistered M-Plans") as set out in Schedules "B" and "B-1", and proposes to develop the Township Lands and is proceeding with a plan of subdivision (the "Plan"), engineering drawings and a Subdivision Agreement (the "Subdivision Agreement") for the purpose of developing the Developer's Lands and the Storm Water Management Pond Lands.
6. The Developer warrants that it received Draft Plan Approval for the Developer's Lands from the Township on March 17, 2010 for 250 units and Redline and Draft Plan Extension Approval for the Developer's Lands on December 20, 2017 for 253 units.
7. The Developer warrants that the file number for the Draft Plan Approval is E-T-0602.
8. The Developer acknowledges and agrees that notwithstanding that it received draft plan approval for the Plan, the Township is not guaranteeing that they will provide final approval for the Plan. Any work completed by the Developer, including but not limited to grading or the construction of services, is being completed at their sole risk and expense. The Developer further acknowledges that whether or not the Plan receives final approval, the Developer may be required to move and/or revise any of the work (including municipal services) previously completed by it, notwithstanding any prior inspections by the Township or the Township's Engineer.
9. The Parties hereto have entered into the Pre-Servicing Agreement (the "Agreement") for the purpose of defining the terms and conditions upon which the construction and installation of underground services, and/or storm drainage work, and/or road works and/or Storm Water Management Pond work (the "Works") will be carried out and in some cases, to allow the Developer to construct model homes on specific lots/blocks in the Plan.
10. The Developer intends to immediately commence with the construction and installation of the Works prior to the execution of the Subdivision Agreement and the registration of the Plan.
11. The Developer has received written acceptance from the Township and the Township's engineer ("Township's Engineer") for the specific Works for which pre-servicing can proceed, and in some cases to allow the Developer to construct model homes on specific lots/blocks in the Plan.
12. The Developer wishes to construct model homes on some of the lots/blocks in the Plan prior to the execution of the Subdivision Agreement and registration of the Plan.
13. The Developer is working to obtain written approval from various agencies, including but not limited to the Ministry of the Environment, Conservation and Parks, the Nottawasaga Valley Conservation Authority, Ministry of Natural Resources and Forestry, County of Simcoe, Department of Fisheries and Oceans, Ministry of Transportation (Ontario), Ministry of Tourism, Culture and Sport, where they are required for the installation of services, to the satisfaction of the Township and the Township's Engineers. These approvals must be provided to the Township prior to final approval of the Plan by the Township.
14. The Developer has obtained written confirmation from utility companies including but not limited to, hydro, telephone, cable, and gas that satisfactory agreements have been reached for the provision of respective services.

15. The Plan requires the connection of each proposed unit/lot and/or block to the Township sanitary sewage collection and treatment system ("Sanitary Sewage System") and the water supply and distribution system ("Water System").

16. The Developer represents that the registered Mortgagees are the only Mortgagees of the Developer's Lands.

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

1. Recitals Deemed True

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

2. Lands

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

3. Developer Defined

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

4. 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 two (2) years after the date of execution of the Agreement by the Township, if the Township feels that the Works are not proceeding expeditiously.

6. Cessation of Term

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

7. Works Defined

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

8. Estimate of Costs

- 8.1. The Developer acknowledges and agrees that the Description and Estimated Cost of Works to be Constructed by the Developer pursuant to the Agreement are as set out in Schedule "C". The Developer acknowledges and agrees that Schedule "C" is preliminary only and prior to the Acceptance by the Township additional work may be required. The Developer further acknowledges that the amounts set out in Schedule "C" are estimates only and the actual cost will be based on the tender prices.
- 8.2. The Developer confirms that it is required to provide a copy of the executed tender to the Township.

9. Development Charges

- 9.1. The Township and the Developer acknowledge that the Developer may prepay the Development Charges at any time prior to issuance of building permits, however, in the event that there is an increase in the amount of the Development Charges the Developer shall, in addition to any amount so prepaid, pay the additional Development Charges prior to issuance of each building permit.

10. Developer's Consulting Engineer

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

11. Soundness of Engineering Design

- 11.1. The Developer acknowledges and agrees that notwithstanding any acceptance of the engineering design given by the Township, neither the Township, nor the Township's Engineer shall in any way be responsible for the design drawings, plans or specifications and the Developer shall bear sole responsibility for the soundness of the engineering design and for ensuring that the Works required to be done will function as intended and contemplated and will be compatible with the final approved subdivision services.

12. Written Acceptance

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

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13. Engineer Design Drawings

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

14. Contractor Names

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

15. Asset Management

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

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

16. Notice

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

17. Commence Works

17.1. The Developer agrees that the Works which are to be constructed under the Agreement shall be in accordance with the Engineering Design Standards established from time to time by the Township's Engineer and the Urban Design and/or Streetscape and Planting Plan, including compliance with the Township's Urban Local Roads Standard TEST D101.01, and to full urban standards with a sidewalk along one side of the street. The Developer acknowledges receiving a copy of the current Engineering Design Standards in effect at the time of entering into the Agreement.

18. Supervision, Inspection and Construction of the Works

18.1. It is agreed that the Developer's Engineer, on behalf of the Developer, is responsible for seeing that the Works are completed in accordance with the Engineering Design Standards and Specifications contained in Schedule "E" attached, and the approved engineering drawings, and in order to fulfill this obligation, the Developer's Engineer shall provide supervision on a continuous basis. It is acknowledged that the amount of continuous supervision is dependent upon the type of construction, as determined by the Developer and/or the Developer's Engineer, acting reasonably. For example, construction of storm sewers, sanitary sewers, watermains, and other underground utilities may warrant continuous supervision on a full-time daily basis whereas roadway construction may require less supervision.

18.2. The Township's Engineer will make regular site inspections as deemed necessary to ensure that construction methods conform to acceptable engineering practice and in accordance with the approved drawings and specifications. If, in the opinion of the Township and/or the Township's Engineer, continuous or proper supervision is not being provided or construction is not satisfactory, the Township and/or the Township's Engineer will have the authority to stop construction operations by written notice to the contractor in charge of the particular stage of construction, or the Developer's Engineer, with a copy to the Developer. A copy of this clause shall be delivered by the Developer to each and every contractor engaged for construction of the Works and to the Developer's Engineer.

19. Failure to Complete Works in Acceptable Manner

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

20. Failure to Complete Works

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

21. Final Approval

21.1. The Developer acknowledges and agrees that, should the Plan for any reason be refused final approval, pre-servicing shall cease and the Developer agrees to accept full responsibility and obligation, financial and otherwise, for all servicing installed. Should the Plan be refused final approval the Developer agrees to remove servicing or rectify any situation including all restoration as a result of construction to the satisfaction of the Township, if requested by the Township to do so.

21.2. That notwithstanding that it received draft plan approval for the Plan, the Township is not guaranteeing that the Developer will receive final approval for the Plan. Any work completed by the Developer including but not limited to grading or the construction of services, is being completed at their sole risk and expense. The Developer further acknowledges and agrees that whether or not the Plan receives final approval, the Developer may be required to move and/or revise any of the work (including municipal services) previously completed by it, notwithstanding any prior inspections by the Township or the Township's Engineer.

22. Mortgages

22.1. All Mortgagees consent to and agree to:

- 22.1.1.** be bound by the terms of this Agreement;
- 22.1.2.** to postpone their interest in the Lands as if the Agreement were registered in priority to their mortgage including any subsequent amendments, extensions and assignments of their mortgage, and all Mortgagees consent to executing a postponement of their mortgage to the Agreement including any amendments to this Agreement, which postponement may be registered on title at the sole discretion of the Township;
- 22.1.3.** that any amounts which the Township is entitled to collect pursuant to this Agreement, including all funds expended by or expenses incurred on behalf of the Township to rectify any breaches of the Agreement by any of the Parties, shall constitute a first charge against the Lands and the Mortgagees agree to execute postponements of their charges to any outstanding amounts pursuant to the Agreement if required to do so by the Township;
- 22.1.4.** that the Township shall be entitled to recover any amounts owed to it pursuant to the Agreement upon the sale or distribution of the Lands in priority to the interest of any Party hereto and prior to the interest of any subsequent encumbrancers or owners of the Lands;
- 22.1.5.** all Mortgagees agree that in the event of becoming owner or otherwise gaining control of all or part of the Lands pursuant to their mortgage, either beneficially or in trust and either alone or in combination with another party, they will be subject to the Agreement in the same manner as if the Mortgagee had executed the Agreement in the capacity of the Developer; and
- 22.1.6.** that in the event of a sale or conveyance of all or part of the Mortgagee's interest in the Lands, the Mortgagee shall require as a condition precedent to the closing of any such sale or conveyance, that the new owner (the purchaser) will have covenanted with the Township in writing to perform and undertake all of the terms of the Agreement in the same manner as if the purchaser had executed the Agreement in the capacity of the Developer.

23. Access

- 23.1.** The Developer agrees to permit unrestricted access to the Lands to the Township and its agents and to the various authorities involved with approval of the Plan and construction of services for the purpose of inspection of the construction activities and services.

24. Roads

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

25. Access Roads

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

26. Signs

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

27. Privacy Fencing

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

28. Other Lands

28.1. The Developer acknowledges and agrees that no work shall be carried out on lands not owned by the Developer except for the Storm Water Management Pond Lands, without the written consent of any owner, to be filed with and approved by the Township.

29. Dust Control

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

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

29.3. If the Developer has not taken remedial action within forty-eight (48) hours of receiving a written notification via email from the Township's Engineer regarding a dust control problem, the Township's Engineer in their sole discretion may employ outside forces to implement suitable measures of dust control, at the Developer's expense.

29.4. The Developer acknowledges and agrees that if the Township is obligated to take any action pursuant to this Section, the cost of all work including engineering fees, legal fees, administrative fees, consultants' fees or contractors' costs, shall be borne by the Developer.

29.5. The Developer acknowledges and agrees that the Letter of Credit deposited with the Township will include an amount for Dust Control, which amount may be drawn upon by the Township in the event that the Township has requested that the dust be removed from the adjacent buildings, structures, and/or lands and it has not been removed within forty-eight (48) hours of said request, and the Township may deduct any shortfall from any Securities held by the Township.

29.6. The Township in its sole and absolute discretion may elect to bill the Developer for any such costs prior to deducting the cost from any Securities held by the Township, and in the event that the bill is not paid to the Township within thirty (30) days, the Township may deduct any outstanding amount from the Dust Control deposit and then from any other Securities held by the Township. The Developer acknowledges and agrees that it is in the Township's sole and absolute discretion as to whether to bill the Developer or deduct the amount from the Dust Control deposit or any other Securities held by the Township.

30. Construction Refuse

- 30.1. The Developer acknowledges and agrees that all construction refuse and debris from the Plan must be disposed of in an orderly and sanitary fashion in an existing County of Simcoe landfill site .
- 30.2. The Developer acknowledges that the Township is not responsible for the removal or disposal of refuse and debris.
- 30.3. The Developer acknowledges and agrees that no refuse or debris is to be deposited on areas of the Plan not under construction.
- 30.4. The Developer acknowledges and agrees that if the Township is obligated to take any action pursuant to this Section, the cost of all work including engineering fees, legal fees, administrative fees, consultants' fees or contractors' costs, shall be borne by the Developer.
- 30.5. The Developer acknowledges and agrees that the Letter of Credit deposited with the Township will include an amount for the cost of the removal or disposal of refuse and debris, which amount may be drawn upon by the Township in the event that the Township has requested the removal or disposal of refuse and debris, and it has not been removed within forty-eight (48) hours of said request, and the Township may deduct any shortfall from any Securities held by the Township.
- 30.6. The Township in its sole and absolute discretion may elect to bill the Developer for any such costs prior to deducting the cost from any Securities held by the Township, and in the event that the bill is not paid to the Township within thirty (30) days, the Township may deduct any outstanding amount from the Construction Refuse deposit and then from any other Securities held by the Township. The Developer acknowledges and agrees that it is in the Township's sole and absolute discretion as to whether to bill the Developer or deduct the amount from the Construction Refuse deposit or any other Securities held by the Township.

31. Stormwater

- 31.1. The Developer covenants and agrees to take any and all necessary steps, to the satisfaction of the Township's Engineer, to ensure that storm water flows and sediment wash-off are controlled to the extent that downstream lands are protected from nuisance and/or damage.
- 31.2. The Developer covenants and agrees to install temporary fencing around the stormwater management facilities for safety purposes, to the satisfaction of the Township.

32. Siltation and Erosion Control

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

33. Trees

- 33.1.** The Developer shall remove only those trees required for the installation of the Works, as determined in the field by the Developer's Engineer and specialist and approved by the Township in writing. The Developer agrees to ensure compliance with the County of Simcoe Tree Cutting By-law, if applicable.
- 33.2.** All dead and diseased trees, including limbs and stumps, shall be removed from within the limits of the Lands. All stumps and tree trunks shall be disposed of in an approved disposal site.
- 33.3.** All healthy trees removed by the Developer without approval of the Township, except as provided for under this Section, shall be replaced by the Developer at its expense to the Township's satisfaction.

34. Government Approvals

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

35. Applicable Laws

- 35.1.** In constructing, installing or providing the Works, the Developer shall comply with all statutes, laws, by-laws, regulations, ordinances, orders and requirements of governmental or other public authorities having the jurisdiction at any time, applicable and in force. Without limiting the generality of the foregoing, the Developer agrees to comply with, and cause to be complied with, the provisions of the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1, (the "*Occupational Health and Safety Act*"), the *Environmental Protection Act*, R.S.O. 1990, c. E.19, (the "*Environmental Protection Act*") and the *Ontario Water Resources Act*, R.S.O. 1990, c. O.40, (the "*Ontario Water Resources Act*"), and any regulations, policies, and guidelines relating thereto, including all obligations of the contractor and employer under the *Occupational Health and Safety Act* and regulations as applicable, and any obligation to obtain any approval or permit required under the *Environmental Protection Act* or the *Ontario Water Resources Act* or any regulations, policies and guidelines relating thereto. The Developer further agrees to handle and dispose of all materials in accordance with the foregoing legislation.
- 35.2.** The Developer agrees that it shall do, cause to be done, or refrain from doing any act or thing as directed by the Township if any time the Township considers that any situation or condition is unsafe, damaging to the environment or contrary to the provisions of any applicable laws.
- 35.3.** The Developer acknowledges and agrees that if it fails to comply with such direction, the Township may take action to remedy the situation at the expense of the Developer and if any action is taken, the Township shall be entitled to draw upon any Securities filed by the Developer under the Agreement to pay the cost of the action taken.

36. Other Applicable Laws

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

37. Subdivision Agreement

- 37.1.** The Developer acknowledges and agrees that the Township shall not be required to accept the Township services to be constructed by the Developer pursuant to the terms of the Agreement until such time as the Developer has entered into a Subdivision Agreement with the Township for the Lands and the Township services have been completed, inspected and approved.

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

- 38.1.** The Developer agrees to pay to the Township all costs incurred by the Township relating to the approval, registration, and completion of the development of the Plan including but not limited to, the following: legal, planning, administrative (including public works), peer review consultants, other consultants, external contractors, and engineering, plus all applicable taxes, which costs are incurred by the Township and/or invoiced to the Township for matters completed prior to or subsequent to the date of execution of the Agreement. This shall include costs to provide legal representation, engineering evidence, and/or planning evidence at any Local Planning Appeal Tribunal hearing, or otherwise required in the process of draft plan approval, including negotiations involving the Township or appeals by the Developer of draft plan conditions, and for the administration of the Plan, or as required by the Township to enforce or complete any provision of the Agreement, including the need for the Township to safeguard the interests of the residents of the Township, or to ensure that the interests of the Township are protected fully in all other respects, or in relation to any issues that arises in any other way as a result of the Developer entering into the Agreement or proceeding to develop the Lands.
- 38.2.** The Developer agrees to pay to the Township, the Township's ongoing costs for all matters relating to: legal, planning, administrative (including public works), peer review consultants, other consultants, external contractors, and engineering costs, plus all applicable taxes, for all items including but not limited to: checking plans, reviewing specifications, inspecting the Works, ongoing administration of the Agreement and the subdivision, enforcement of any term of the Agreement including any matter that arises as a result of the Township entering into the Agreement, and the Developer developing the 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 including any negotiations surrounding, or challenges to any draft plan conditions, or as a result of the Developer challenging any matter arising pursuant to the Agreement including but not limited to legal and engineering costs, and for all other costs incurred by the Township for the legal or engineering review of any aspect of the Agreement, including any legal opinions required by the Township for any matter relating to or arising from the Developer entering into the Agreement. This also includes any requirement for the Developer to enter into any Agreement Amendments in the future, that in the sole and absolute discretion of the Township are deemed to be required by the Township. The Developer agrees that legal costs shall include any additional title searching or legal opinions required for any Agreement Amendments. The Developer further agrees that all such costs set out herein shall be invoiced to and paid by the Developer.
- 38.3.** The Developer agrees to pay to the Township prior to the Township executing the Agreement, all amounts that have been or will be invoiced by the Township to the Developer for work completed by the Township, its Solicitors, Engineers or other consultants up to the date that the Township executes the Agreement.
- 38.4.** The Developer agrees to deposit with the Township cash in the amount of Ten Thousand Dollars (\$10,000.00) as security for payment of accounts.

- 38.5. The Developer understands and agrees that accounts will be submitted to the Developer either through the Township or directly from the Township's Engineer, planners and legal counsel for payment within thirty (30) days of submission and, if not paid within thirty (30) days, the amount will be deducted and paid from the cash on deposit with the Township.
- 38.6. The Developer understands and agrees that should it be necessary for the Township to deduct any money from the cash deposit, the Developer shall, within thirty (30) days, provide the Township with the amount of cash necessary to bring the total deposit back to the original Ten Thousand Dollars (\$10,000.00) requirement. The Township shall charge the Developer interest at the rate of one and one quarter percent (1.25%) per month on any amount over Ten Thousand Dollars (\$10,000.00) that the Township is required to pay out until such time as the Township is paid this amount by the Developer. In the alternative, the Township is at liberty to draw on any Letter of Credit deposited with the Township, in the event that there is insufficient cash on deposit with the Township.
- 38.7. The Developer agrees that all legal costs incurred by the Township pursuant to the Agreement are to be paid by the Developer on a one hundred percent (100%) cost recovery basis by the Township, without any deduction or set off whatsoever.
- 38.8. The Developer further agrees that all engineering costs incurred and to be paid for by it under the Agreement, shall be levied according to the Tariff set out by the Association of Professional Engineers of Ontario.
- 38.9. The Developer shall deal directly with Hydro One Networks Incorporated and all other utility commissions and companies. The Developer or the Developer's Engineer shall obtain all approvals and permits and pay all fees and charges directly to the utility until the Certificate of Maintenance and Final Acceptance is issued.

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

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

40. Securities

- 40.1. Before signing the Agreement, the Developer will deposit with the Treasurer of the Township an irrevocable Letter of Credit from a Tier 1 Canadian chartered bank, issued in accordance with the requirements of the Township's solicitor in the format as set out in Schedule "F", in addition to any monies previously deposited with the Township, in the amount of thirty percent (30%) of the total estimated cost of the entire Works located within the limits of the Plan, and one hundred and ten percent (110%) of the total estimated cost of the Works located outside the limits of the Plan, including but not limited to the costs of constructing the Stormwater Management Pond.
- 40.2. The Developer acknowledges and agrees that the decision whether or not to draw upon the Securities to pay any obligation of the Developer arising from the Agreement, be it financial or otherwise, shall be made by the Township in the Township's sole and unfettered discretion, and further, the Township has no obligation and has the final say on whether or not to make any or all such payments.
- 40.3. The Letter of Credit shall have a minimum guarantee period of one (1) year or such longer time as the Township decides and shall be renewed automatically thereafter by the bank of issuance until released by the Township or until notification is delivered by the issuer to the Township of an intention to release the Letter of Credit at least thirty (30) days prior to the intended release by the issuer.

- 40.4. Before depositing the securities, the Developer's Engineer shall submit an estimate of the cost of the Works to the Township for approval. When the cost estimate has been approved it will be set out in Schedule "C".
- 40.5. The Developer acknowledges and agrees that the Securities are being deposited with the Township to cover the faithful performance of all of the Developer's obligations under the Agreement, and as such are interchangeable and may be applied to any part of the Works in any amount required by the Township to complete them. The Developer further agrees that any Securities deposited with the Township may also be used for any other requirements of the Township included in the Agreement or other Phases or Stages of this development, in the Township's sole and unfettered discretion. The Developer further agrees that the Securities may be drawn upon by the Township at any time and from time to time upon written demand.
- 40.6. In the event of an increase to the estimated cost of the Works, the Township may request, and the Developer shall, provide additional security(ies) as required by the Township within thirty (30) days of notice, failing which the Developer shall be considered in default of this Agreement.
- 40.7. The Developer agrees that if the Township draws on this Letter of Credit to pay any outstanding accounts then the Developer is considered to be in default of the Agreement. In this case, the Township, in its sole discretion, may issue a stop work order and no work may proceed until such time as the Letter of Credit is topped up to its original sum.

41. Reduction in Security

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

42. Insurance

- 42.1. The Developer agrees to provide to the Township and the Township's Solicitor, prior to execution of the Agreement by the Township, a complete copy of a Commercial General Liability Insurance Policy ("CGL") in an amount of no less than Five Million Dollars (\$5,000,000) per occurrence, subject to the Township's right to set higher limits if it considers it necessary, naming the Township and the Township's agents, including but not limited to, the Township's Engineer, as additional insured for insurance against all damages or claims for damages. The insurance policy must contain provisions to the satisfaction of and as specified by the Township's insurer, the Township and/or its Solicitor and the form and content and type of Commercial General Liability Insurance Policy is subject to the approval of the aforementioned parties. In the event that any amendments are required by the Township to the insurance policy the Developer must proceed to obtain an amended policy of insurance and provide a complete copy of the new Commercial General Liability Insurance Policy within thirty (30) days of a written request by the Township to do so. The Developer shall keep the aforesaid insurance policy in effect until such time as the Works are finally accepted and assumed by the Township and the Maintenance Period has expired.

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

- 42.1.1.1. Commercial General Liability Insurance of not less than Five Million Dollars (\$5,000,000) per occurrence;
- 42.1.1.2. non-owned automobile liability;
- 42.1.1.3. cross liability and severability of interest;

- 42.1.1.4. forty-five (45) days' cancellation or material change notice to all additional insured;
- 42.1.1.5. additional insured, as required; and
- 42.1.1.6. blasting, if applicable.
- 42.1.2. The Developer acknowledges and agrees that if there are multiple named Developers in the Agreement, the Township requires one insurance policy covering the entire development including all of the Developers within the one Insurance policy.
- 42.1.3. If the Township receives notice from the insurer that it has cancelled or refused to renew the insurance, or that it intends to do so, or if the Township otherwise determines that the insurance has lapsed or is about to lapse without renewal or replacement, the Township may, on written notice to the Developer and at the sole expense of the Developer, obtain insurance in accordance with this Section. In such circumstances, the Township shall be entitled to obtain new insurance or add the necessary insurance coverage to the Township's blanket insurance. The Developer shall forthwith, upon receipt of written notice from the Township, reimburse the Township for the cost of such insurance payable as noted above. In addition, the Township shall, at its sole discretion and option be entitled to draw upon any security posted under the Agreement to cover the costs of this insurance.
- 42.1.4. The Developer acknowledges and agrees that neither the issuance of the policy of insurance nor the acceptance of the policy of insurance by the Township shall be construed as relieving the Developer from responsibility for other or larger claims, if any, for which it may be held responsible.
- 42.1.5. The Developer acknowledges that its insurer shall not be entitled to deny insurance coverage to the Township and the Township's agents, including but not limited to the Township's Engineer, because of equities which may accrue to the primary insurer being the Developer. This would include but not be limited to failure by the Developer to pay its insurance premiums on a timely basis and keep the insurance in good standing, incomplete disclosure by the Developer of all pertinent facts to the insurer or provision of incomplete or improper information to the Developer's insurer.
- 42.1.6. The Developer agrees that in the event the insurance policy is inadequate to cover a claim for which the Township might otherwise be responsible, or the Developer's insurer fails to cover a claim for which the Township might otherwise be responsible, the Township in its sole discretion may utilize any Securities provided by the Developer pursuant to the Agreement to satisfy the said claim or claims.

43. Developer's Liabilities & Indemnity

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

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

44. Change in Ownership

44.1. In the event of any transfer of any beneficial ownership of interest in the Developer's Lands or in the event of any change in the ownership of the principals of the Developer, then, at the sole discretion of the Township, pre-servicing, the construction of model homes and/or the entire Agreement may be terminated upon written notice by the Township to the Developer.

45. Notice

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

Township:

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

Attention: Colleen Healey-Dowdall, CAO

Tel: (705) 424-9770

Email: chealey@essatownship.on.ca

Developer:

BROOKFIELD RESIDENTIAL (ONTARIO) LIMITED
7303 Warden Avenue
Suite 100
Markham, Ontario L3R 5Y6

Attention: Rayna Thompson, Director Land Development

Tel: 905-948-5003

Email: Rayna.thompson@brookfieldrp.com

Mortgagee:

C.L. MARSHALL FARMS LIMITED
122 Murphy Road
Angus, ON L0M 1B1

Attention:

Tel:

Email:

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.

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

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

47. Agreement Not to be Called into Question

47.1. 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.

48. No Fettering of Discretion

48.1. Notwithstanding any other provisions of the Agreement, the Parties hereto agree with each other that none of the provisions of the Agreement (including a provision stating the Parties' intention) is intended to operate, nor shall have the effect of operating, in any way to fetter either the Township Council which authorized the execution of the Agreement or any of its successor councils in the exercise of any of Council's discretionary powers, duties or authorities. The Developer hereby acknowledges that it will not obtain any advantageous planning or other consideration or treatment by virtue of the existence of the Agreement.

49. Severability and Enforceability

49.1. 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.

50. Waiver

50.1. 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.

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51. Further Assurances

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

52. Entire Agreement

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

53. Extension of Time

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

54. No Modification

54.1. 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.

55. Interpretation of Agreement

55.1. 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.

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

55.3. 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.

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

55.5. 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.

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

56. Registration of Agreement

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

56.2. 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, in the sole discretion of the Township.

57. Effective Date

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

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58. Schedules

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

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

59. Governing Law

59.1. 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.

60. Enurement

60.1. 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 at _____, on the _____ day of _____, 2019

THE CORPORATION OF THE TOWNSHIP OF E5SA

Per: _____
Name: Sandie Macdonald
Title: Mayor

Per: _____
Name: Lisa Lehr
Title: Clerk

We have authority to bind the corporation.

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DATED at _____, on the _____ day of _____, 2019

BROOKFIELD RESIDENTIAL (ONTARIO) LIMITED

Per: _____

Name: Peter Schut

Title: ASO

Per: _____

Name: David Murphy

Title: ASO

We have authority to bind the corporation.

DATED at _____, on the _____ day of _____, 2019

C.L. MARSHALL FARMS LIMITED

Per: _____

Name:

Title:

Per: _____

Name:

Title:

We have authority to bind the corporation.

f:\bar\anne millard-ferris\essa\4247083-brookfield - subdivision agreement\pre-servicing\draft pre-servicing - aug 19, 2019 (clean).docx
(amf)

SCHEDULE "A"

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

DESCRIPTION OF DEVELOPER'S LANDS

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

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

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

Assessment Roll Number: 4321 010 007 15400

DESCRIPTION OF TOTAL TOWNSHIP LANDS

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

DESCRIPTION OF STORMWATER MANAGEMENT POND LANDS

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

9b

SCHEDULE "B"

Note: it is understood and agreed that this Schedule forms part of The Corporation of the Township of Essa Pre-Servicing Agreement

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

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PLAN 51M-

I CERTIFY THAT THIS PLAN IS REGISTERED BY THE LAND REGISTRY OFFICE FOR THE LAND TITLES DIVISION OF SAUCE (No. 2) AT _____ DAY OF _____ 2019 AND EXTENDED BY THE PARCEL REGISTER FOR PROPERTY RIGHTS AND THE REGISTERED CONCESSIONS ARE RESPECTED AS PLAN DOCUMENT No. _____ FOR THE LAND TITLES DIVISION OF SAUCE (No. 2) THIS PLAN COMPRISES PART OF PLAN 2000-0002.

PLAN OF SUBDIVISION OF PART OF LOT 16 CONCESSION 4, 16 TOWNSHIP OF LESSA COUNTY OF SAUCE

SCALE 1 : 1000

J.D. BARNES LIMITED

METRIC BEARING AND DISTANCE FROM THE PLAN TO BE OWNED BY THE REGISTERED OWNER OF SAUCE (No. 2) TO THE CENTER OF THE CONVEYED LOT.

OWNER'S CERTIFICATE - PLAN OF SUBDIVISION

THIS PLAN IS AN ADDITION TO THE PLAN OF SUBDIVISION OF SAUCE (No. 2) REGISTERED AS PLAN DOCUMENT No. _____ AND THE REGISTERED CONCESSIONS ARE RESPECTED AS PLAN DOCUMENT No. _____

THE CONVEYED LOT IS DESCRIBED AS FOLLOWS:

1. THE CONVEYED LOT IS DESCRIBED AS FOLLOWS:

2. THE CONVEYED LOT IS DESCRIBED AS FOLLOWS:

C. L. MARSHALL FARMS LIMITED

1. NAME OF APPLICANT TO THIS CONVEYANCE

NOTES

1. THE CONVEYED LOT IS DESCRIBED AS FOLLOWS:

2. THE CONVEYED LOT IS DESCRIBED AS FOLLOWS:

3. THE CONVEYED LOT IS DESCRIBED AS FOLLOWS:

LEGEND

1. LOT

2. CONCESSION

3. TOWNSHIP

4. COUNTY

5. ROAD

6. FENCE

7. UTILITY

8. BOUNDARY

9. ADJACENT LAND

10. ADJACENT WATER

APPROVED UNDER SECTION 5 OF THE PLANNING ACT, R.S.B. 1994, CAP. 169

DATE _____ DAY OF _____ 2019

SURVEYOR'S CERTIFICATE

I, _____ SURVEYOR, HAVE EXAMINED THE PLAN AND THE SURVEY AND THE SURVEY WAS CONDUCTED ON _____ DATE

J.D. BARNES LIMITED

LAND REGISTRY REGULATORS

1000 RUE DU SAUCE

SAUCE, QUEBEC H3G 2C4

TEL: (514) 363-3333

FAX: (514) 363-3334

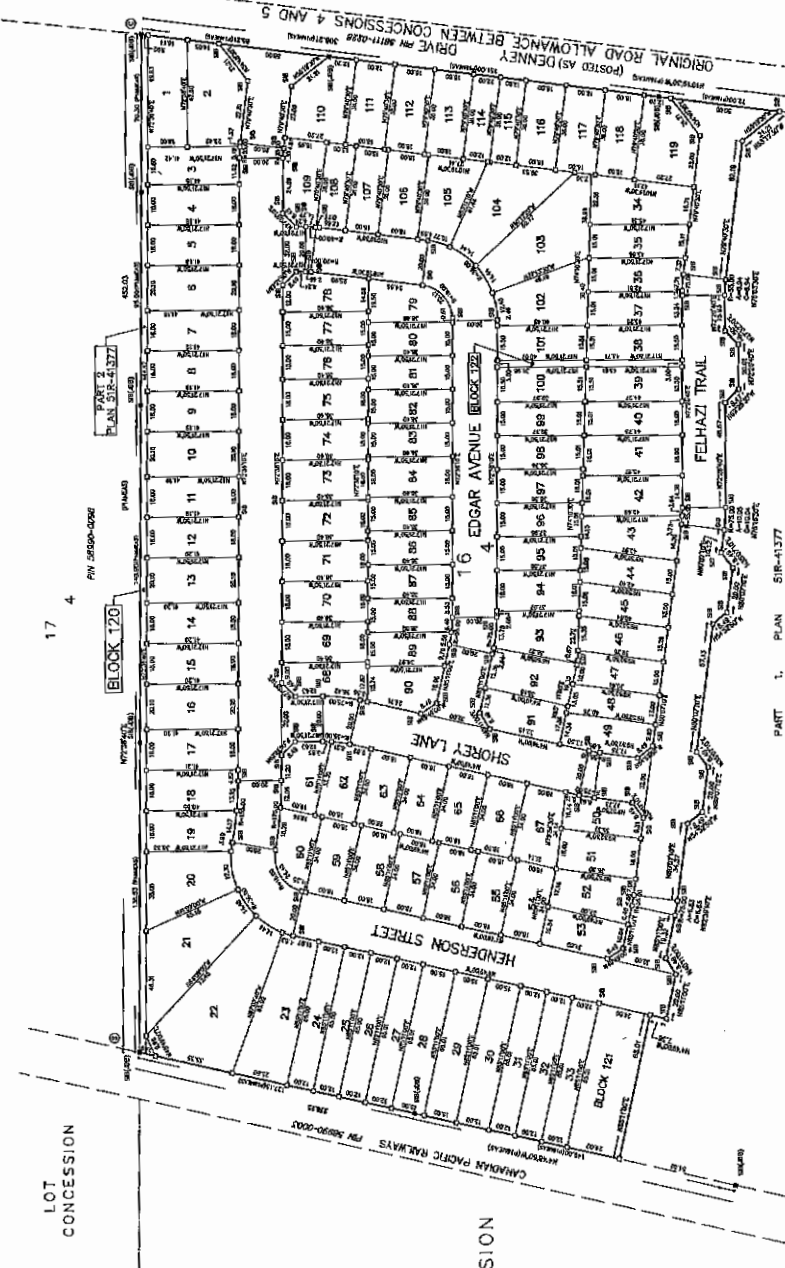
WWW.JD.BARNES.COM

PART 1 PLAN 51M-0008

PART 2 PLAN 51M-0009

PART 3 PLAN 51M-0010

PART 4 PLAN 51M-0011



CONCESSION	AREA (SQ. METERS)	AREA (SQ. FEET)	PERCENTAGE
1	1,000.00	10,764.00	100.00
2	1,000.00	10,764.00	100.00
3	1,000.00	10,764.00	100.00
4	1,000.00	10,764.00	100.00
5	1,000.00	10,764.00	100.00
6	1,000.00	10,764.00	100.00
7	1,000.00	10,764.00	100.00
8	1,000.00	10,764.00	100.00
9	1,000.00	10,764.00	100.00
10	1,000.00	10,764.00	100.00
11	1,000.00	10,764.00	100.00
12	1,000.00	10,764.00	100.00
13	1,000.00	10,764.00	100.00
14	1,000.00	10,764.00	100.00
15	1,000.00	10,764.00	100.00
16	1,000.00	10,764.00	100.00
17	1,000.00	10,764.00	100.00
18	1,000.00	10,764.00	100.00
19	1,000.00	10,764.00	100.00
20	1,000.00	10,764.00	100.00
21	1,000.00	10,764.00	100.00
22	1,000.00	10,764.00	100.00
23	1,000.00	10,764.00	100.00
24	1,000.00	10,764.00	100.00
25	1,000.00	10,764.00	100.00
26	1,000.00	10,764.00	100.00
27	1,000.00	10,764.00	100.00
28	1,000.00	10,764.00	100.00
29	1,000.00	10,764.00	100.00
30	1,000.00	10,764.00	100.00
31	1,000.00	10,764.00	100.00
32	1,000.00	10,764.00	100.00
33	1,000.00	10,764.00	100.00
34	1,000.00	10,764.00	100.00
35	1,000.00	10,764.00	100.00
36	1,000.00	10,764.00	100.00
37	1,000.00	10,764.00	100.00
38	1,000.00	10,764.00	100.00
39	1,000.00	10,764.00	100.00
40	1,000.00	10,764.00	100.00
41	1,000.00	10,764.00	100.00
42	1,000.00	10,764.00	100.00
43	1,000.00	10,764.00	100.00
44	1,000.00	10,764.00	100.00
45	1,000.00	10,764.00	100.00
46	1,000.00	10,764.00	100.00
47	1,000.00	10,764.00	100.00
48	1,000.00	10,764.00	100.00
49	1,000.00	10,764.00	100.00
50	1,000.00	10,764.00	100.00
51	1,000.00	10,764.00	100.00
52	1,000.00	10,764.00	100.00
53	1,000.00	10,764.00	100.00
54	1,000.00	10,764.00	100.00
55	1,000.00	10,764.00	100.00
56	1,000.00	10,764.00	100.00
57	1,000.00	10,764.00	100.00
58	1,000.00	10,764.00	100.00
59	1,000.00	10,764.00	100.00
60	1,000.00	10,764.00	100.00
61	1,000.00	10,764.00	100.00
62	1,000.00	10,764.00	100.00
63	1,000.00	10,764.00	100.00
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66	1,000.00	10,764.00	100.00
67	1,000.00	10,764.00	100.00
68	1,000.00	10,764.00	100.00
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70	1,000.00	10,764.00	100.00
71	1,000.00	10,764.00	100.00
72	1,000.00	10,764.00	100.00
73	1,000.00	10,764.00	100.00
74	1,000.00	10,764.00	100.00
75	1,000.00	10,764.00	100.00
76	1,000.00	10,764.00	100.00
77	1,000.00	10,764.00	100.00
78	1,000.00	10,764.00	100.00
79	1,000.00	10,764.00	100.00
80	1,000.00	10,764.00	100.00
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82	1,000.00	10,764.00	100.00
83	1,000.00	10,764.00	100.00
84	1,000.00	10,764.00	100.00
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90	1,000.00	10,764.00	100.00
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92	1,000.00	10,764.00	100.00
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109	1,000.00	10,764.00	100.00
110	1,000.00	10,764.00	100.00
111	1,000.00	10,764.00	100.00
112	1,000.00	10,764.00	100.00
113	1,000.00	10,764.00	100.00
114	1,000.00	10,764.00	100.00
115	1,000.00	10,764.00	100.00
116	1,000.00	10,764.00	100.00
117	1,000.00	10,764.00	100.00
118	1,000.00	10,764.00	100.00
119	1,000.00	10,764.00	100.00

PART 1 PLAN 51M-1177

9b

SCHEDULE "B-1"

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

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

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PLAN 51M-

I CERTIFY THAT THIS PLAN IS REGISTERED IN THE LAND REGISTRY OFFICE FOR THE LAND TITLES DIVISION OF SIMCOE (No. 51) ON THE DAY OF _____, 2010. THIS PLAN WAS SUBMITTED TO ME BY _____ AND THE REQUIRED CONSENTS ARE REGISTERED AS PLAN DOCUMENT No. _____.

PLAN OF SUBDIVISION OF PART OF LOT 16 CONCESSION 4 TOWNSHIP OF ESSA COUNTY OF SIMCOE

SCALE 1" = 1000'
OWNER: J.D. BARNES LIMITED

OWNERS CERTIFICATE - PLAN OF SUBDIVISION
I, the undersigned, being the owner of the land shown in the attached plan, hereby certify that the same is as shown in the attached plan and that the same is as described in the attached plan and that the same is as shown in the attached plan and that the same is as described in the attached plan and that the same is as shown in the attached plan and that the same is as described in the attached plan.

NOTES
1. THE CONCEPT OF THE TOWNSHIP OF ESSA IS THE PROPERTY OF THE CORPORATION.

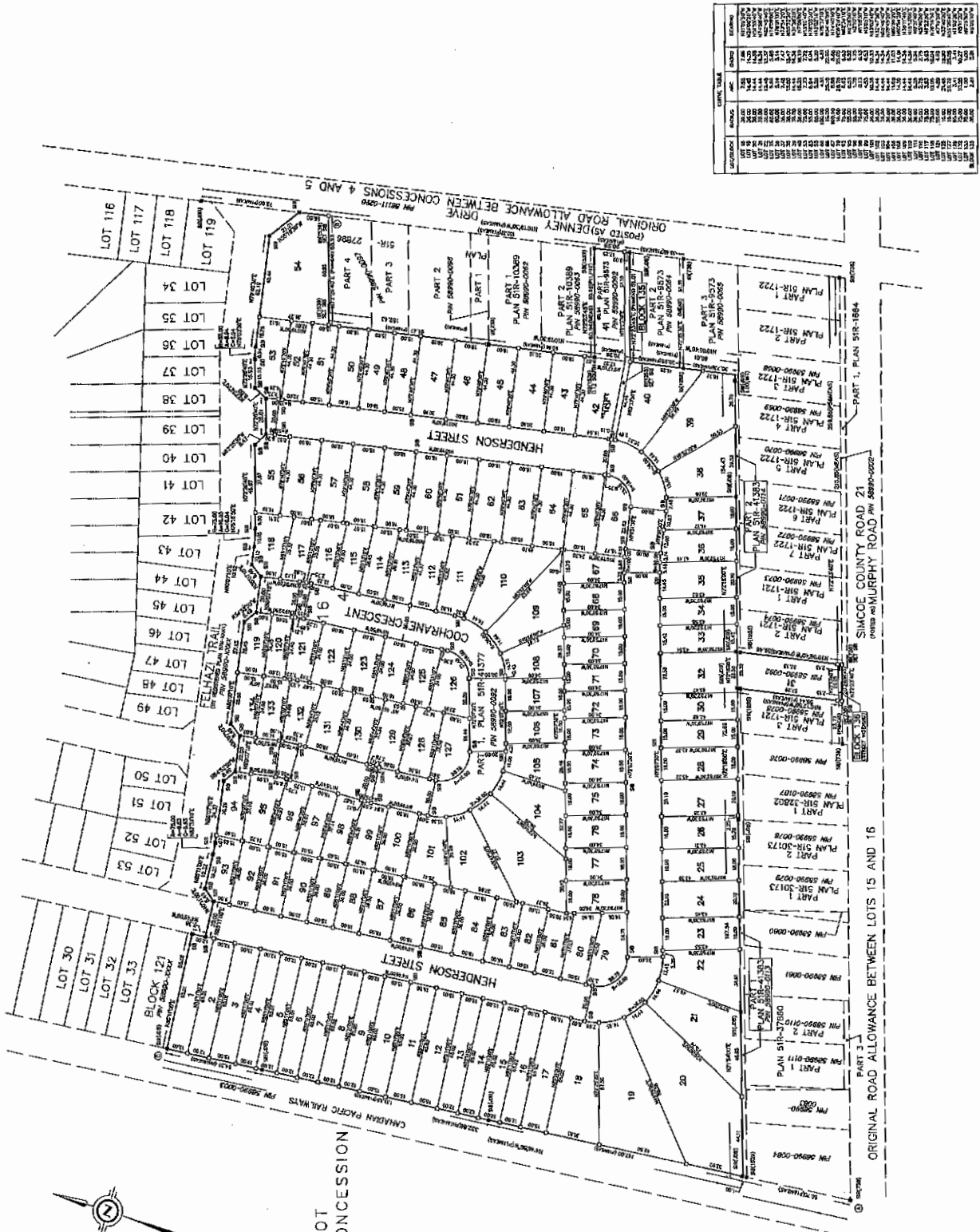
REGISTRATION DATA
REGISTERED PLAN NO. 51M-5112-0001
REGISTERED PLAN NO. 51M-5112-0002
REGISTERED PLAN NO. 51M-5112-0003
REGISTERED PLAN NO. 51M-5112-0004
REGISTERED PLAN NO. 51M-5112-0005
REGISTERED PLAN NO. 51M-5112-0006
REGISTERED PLAN NO. 51M-5112-0007
REGISTERED PLAN NO. 51M-5112-0008
REGISTERED PLAN NO. 51M-5112-0009
REGISTERED PLAN NO. 51M-5112-0010

LEGEND
PROPERTY OF J.D. BARNES LIMITED
PROPERTY OF THE CORPORATION
PROPERTY OF THE TOWNSHIP OF ESSA
PROPERTY OF THE COUNTY OF SIMCOE

SURVEYOR'S CERTIFICATE
I, the undersigned, being a duly qualified and licensed surveyor, hereby certify that the above described plan and the same is as shown in the attached plan and that the same is as described in the attached plan and that the same is as shown in the attached plan and that the same is as described in the attached plan.

PRELIMINARY
OWNERS CERTIFICATE

J.D. BARNES LIMITED
1111 SHEPPARD AVENUE EAST, SUITE 1000
SCARBOROUGH, ONTARIO M1B 3Y1
TEL: (416) 291-2800
WWW.JDBARNES.COM



SECTION	AREA	PERCENTAGE	DATE
1	1.1	100%	2010
2	1.2	100%	2010
3	1.3	100%	2010
4	1.4	100%	2010
5	1.5	100%	2010
6	1.6	100%	2010
7	1.7	100%	2010
8	1.8	100%	2010
9	1.9	100%	2010
10	2.0	100%	2010
11	2.1	100%	2010
12	2.2	100%	2010
13	2.3	100%	2010
14	2.4	100%	2010
15	2.5	100%	2010
16	2.6	100%	2010
17	2.7	100%	2010
18	2.8	100%	2010
19	2.9	100%	2010
20	3.0	100%	2010
21	3.1	100%	2010
22	3.2	100%	2010
23	3.3	100%	2010
24	3.4	100%	2010
25	3.5	100%	2010
26	3.6	100%	2010
27	3.7	100%	2010
28	3.8	100%	2010
29	3.9	100%	2010
30	4.0	100%	2010
31	4.1	100%	2010
32	4.2	100%	2010
33	4.3	100%	2010
34	4.4	100%	2010
35	4.5	100%	2010
36	4.6	100%	2010
37	4.7	100%	2010
38	4.8	100%	2010
39	4.9	100%	2010
40	5.0	100%	2010
41	5.1	100%	2010
42	5.2	100%	2010
43	5.3	100%	2010
44	5.4	100%	2010
45	5.5	100%	2010
46	5.6	100%	2010
47	5.7	100%	2010
48	5.8	100%	2010
49	5.9	100%	2010
50	6.0	100%	2010
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78	8.8	100%	2010
79	8.9	100%	2010
80	9.0	100%	2010
81	9.1	100%	2010
82	9.2	100%	2010
83	9.3	100%	2010
84	9.4	100%	2010
85	9.5	100%	2010
86	9.6	100%	2010
87	9.7	100%	2010
88	9.8	100%	2010
89	9.9	100%	2010
90	10.0	100%	2010

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SCHEDULE "C"

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

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

SCHEDULE "D"

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

List of Engineering Design Drawings

SUBDIVISION SERVICING AND STORMWATER MANAGEMENT FACILITY	
SCS Consulting Group Inc.	
TITLE SHEET & DRAWING LIST	
100	GENERAL NOTES AND ORIENTATION PLAN
101	GENERAL PLAN 1
102	GENERAL PLAN 2
103	GENERAL PLAN 3
104	PARK SERVICING PLAN
201	STORM DRAINAGE PLAN 1
202	STORM DRAINAGE PLAN 2
301	SANITARY DRAINAGE PLAN 1
302	SANITARY DRAINAGE PLAN 2
303	EXTERNAL SANITARY DRAINAGE PLAN
401	HENDERSON STREET STA. 0+000 to STA. 0+260
402	HENDERSON STREET STA. 0+260 to STA. 0+560
403	HENDERSON STREET STA. 0+560 to STA. 0+860
404	HENDERSON STREET STA. 0+860 to STA. 1+050
405	HENDERSON STREET STA. 1+050 to STA. 1+350
406	FELHAZI TRAIL STA. 0+000 to STA. 0+300
407	FELHAZI TRAIL STA. 0+300 to STA. 0+560
408	COCHRANE CRESCENT STA. 0+000 to STA. 0+180
409	COCHRANE CRESCENT STA. 0+180 to STA. 0+380
410	SHOREY LANE STA. 0+000 to STA. 0+200
411	EDGAR AVENUE STA. 0+000 to STA. 0+180
412	EDGAR AVENUE STA. 0+180 to STA. 0+300
413	BLOCK 122 STA. 0+000 to STA. 0+100 LOT 31A/32A SERVICING EASEMENT STA. 0+000 to STA. 0+120
414	NORTH POND INLET STA. 0+000 to STA. 0+050 SOUTH POND INLET STA. 0+000 to STA. 0+050
415	DENNEY DRIVE STA. 1+000 to STA. 1+280
416	DENNEY DRIVE STA. 1+280 to STA. 1+580
417	DENNEY DRIVE STA. 1+580 to STA. 1+880
418	DENNEY DRIVE STA. 1+880 to STA. 2+180
419	DENNEY DRIVE STA. 2+180 to STA. 2+460
501	GRADING PLAN 1
502	GRADING PLAN 2
503	GRADING PLAN 3
504	GRADING PLAN 4
505	GRADING PLAN 5
506	GRADING PLAN 6
507	GRADING PLAN 7
508	DENNEY DRIVE / MURPHY ROAD CROSS-SECTIONS
509	DENNEY DRIVE GRADING PLAN
510	DENNEY DRIVE CROSS SECTIONS 1
511	DENNEY DRIVE CROSS SECTIONS 2
601	STORMWATER MANAGEMENT FACILITY
602	SWM FACILITY DETAILS 1
603	SWM FACILITY DETAILS 2

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701	EROSION & SEDIMENT CONTROL PLAN STAGE 1 SITE PREPARATION & TOPSOIL STRIPPING
702	EROSION & SEDIMENT CONTROL PLAN STAGES 2, 3, & 4 EARTHWORKS, ROAD & HOUSE CONSTRUCTION
703	EROSION & SEDIMENT CONTROL DETAILS
801	COMPOSITE UTILITY PLAN 1
802	COMPOSITE UTILITY PLAN 2
803	COMPOSITE UTILITY PLAN 3
804	COMPOSITE UTILITY PLAN 4
805	COMPOSITE UTILITY PLAN 5
806	COMPOSITE UTILITY PLAN 6
901	DETAILS 1
902	DETAILS 2
903	DETAILS 3
1001	PAVEMENT MARKING AND SIGNAGE PLAN 1
1002	PAVEMENT MARKING AND SIGNAGE PLAN 2
1003	PAVEMENT MARKING AND SIGNAGE PLAN 3
1004	PAVEMENT MARKING AND SIGNAGE PLAN 4
1005	PAVEMENT MARKING AND SIGNAGE PLAN 5
1006	PAVEMENT MARKING AND SIGNAGE PLAN 6
1101	DESIGN SHEETS – STORM (5 YEAR) & SANITARY
1102	DESIGN SHEETS – STORM (100 YEAR)
1103	DESIGN SHEETS – STORM (100 YEAR HGL)

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SCHEDULE "E"

ENGINEERING DESIGN STANDARDS AND SPECIFICATIONS

NOTE: It is understood and agreed that this Schedule forms part of
The Corporation of the Township of Essa Pre-Servicing Agreement

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

SCHEDULE "F"

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

FORM OF LETTER OF CREDIT

BANK OF _____

DATE OF ISSUE: _____, 2012

APPLICANT:

Name of Customer _____
Address of Customer _____
Address of Customer _____
(hereinafter called the "Applicant")

BENEFICIARY:

The Corporation of the Township of Essa
5786 Simcoe County Road 21,
UTOPIA ESSA TOWNSHIP ON L0M 1T0
(hereinafter called the "Beneficiary")

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

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

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

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

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

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

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

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

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

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

For and on Behalf of
Bank of _____

Bank of _____

(Authorized Signature)

(Authorized Counter Signature)

Letter of Credit Number: _____

THIS DOCUMENT CONSISTS OF TWO (2) PAGES

9c

THE CORPORATION OF THE TOWNSHIP OF ESSA

BY-LAW 2019 - 68

Being a By-law to require applicants to consult with the Township of Essa prior to submission of a Development Application (Pre-Consultation By-law).

WHEREAS Sections 22(3.1), 34(10.0.1), 41(3.1), and 51(16.1) of the *Planning Act*, R.S.O 1991, c. P. 13, as amended provides that a municipality may, by by-law, require applicants to consult with the municipality prior to submission of development applications;

WHEREAS the Council for the Corporation of the Township of Essa deems it appropriate to require applicants to consult with the municipality before submitting development applications;

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

1. The Manager of Planning and Development and his or her designate(s) are authorized to:
 - a. Conduct Pre-Consultations; and
 - b. Identify the information and materials necessary for processing each application,
 - i. Prior to submission and acceptance of development applications, as items necessary for the application to be deemed complete under the *Planning Act* and the Township of Essa Official Plan; and
 - ii. During the processing of development applications in cases where such information and materials cannot reasonably be provided at the time of submission of the application.
2. Applicants must Pre-Consult with municipal staff prior to submission of a development application in order to identify the information and materials necessary to the processing of an application.
3. This By-law may be referred to as the "Pre-Consultation By-law"

READ A FIRST, AND TAKEN AS READ A SECOND AND THIRD TIME AND FINALLY PASSED on this the 18th day of September 2019.

Sandie Macdonald, Mayor

Lisa Lehr, Clerk

9d

THE CORPORATION OF THE TOWNSHIP OF ESSA

BY-LAW 2019 - 69

A By-law to Authorize the Issuance of the Certificate of Substantial Completion and Acceptance (Aboveground Works) Nottawasaga Village Block 124 & 125 Subdivision (Plan 51M-1097) (Stonemount Developments Inc.).

WHEREAS Section 51, Subsection (26) of the *Planning Act*, R.S.O. 1990; Chapter P. 13, as amended, provides that municipalities may enter into agreements imposed as a condition to the approval of a plan of subdivision and such agreements may be registered against the land to which the subdivision plan applies; and

WHEREAS Council for the Corporation of the Township of Essa entered into a Subdivision Agreement with Stonemount Developments Inc. on October 24, 2016 to construct a residential development known as Blocks 124 & 125, Nottawasaga Village; and

WHEREAS the requirements of this Subdivision Agreement with respect to the underground and aboveground services have now been met;

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

1. That the Certificate of Substantial Completion and Acceptance (Aboveground Works) for Nottawasaga Village Block 124 & 125 (Plan 51M-1097), may now be issued by the Township Engineers (AECOM) in compliance with the Subdivision Agreement between the Corporation of the Township of Essa and Stonemount Developments Inc.
2. That the attached Schedule "A", Certificate of Substantial Completion and Acceptance (Aboveground Works) shall form part of this By-law.
3. This By-law comes into force and effect on the day it is finally passed.

READ A FIRST, AND TAKEN AS READ A SECOND AND THIRD TIME AND FINALLY PASSED on this the 18th day of September, 2019.

Sandie Macdonald, Mayor

Lisa Lehr, Clerk

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9d



SCHEDULE "A"

AECOM
65 Cedar Pointe Drive, Suite 620
Barrie, ON, Canada L4N 5R7
www.aecom.com

705 721 9222 tel
705 734 0764 fax

TOWNSHIP ENGINEERS

CERTIFICATE OF SUBSTANTIAL COMPLETION AND ACCEPTANCE
(ABOVEGROUND WORKS)

MUNICIPALITY Township of Essa

PROJECT Nottawasaga Village Subdivision – BLOCK 124 & 125
Plan 51M-1097

DEVELOPER Stonemount Development Inc.

FILE NO. 60118287 [ET-1203]

Description of the Works:

Roadways in the Nottawasaga Village – BLOCK 124 & 125 Subdivision consisting of:

- SASCO WAY from Gold Park Gate southerly, and then westerly to Maplewood Drive; a distance of 255.5 metres (838.2 feet).

We, AECOM, notify the Municipality that the above mentioned works were inspected on August 21, 2019, and to the best of our knowledge and judgement are complete in accordance with the Subdivision Agreement, except for the deficiencies below:

- Deficiencies listed in the attached "Construction Status Report" dated August 21, 2019.

We hereby accept these works for use and operation by the Municipality subject to the rectification of the above noted deficiencies and to the rectification of any further deficiencies that may become apparent during the maintenance period and to the maintenance that is required by the Subdivision Agreement.

The date of Substantial Completion and Acceptance (Aboveground Works) is established by the Certificate as of September 4, 2019.

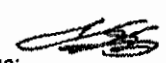
Date: Sept. 4, 2019

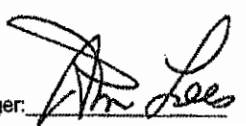
Signature: [Handwritten Signature]

9d

AECOM		Township of Essa	
Construction Status Report # 3			
Subdivision: Nottawasaga Village - Blocks 124 & 125		File Number: 60118287 BLK 124	
Engineer: EMC (Mario or Marco Zuccaro) 905-738-3939		Contractor: Dom-Meridian	
Date: August 21, 2019	Registered Plan: 51M-1097		
START OF UNDERGROUND WORKS			
	Yes	No	Date Completed and Comments
Siltation Controls			
1) silt fence installed and maintained	v		
2) rock check dams installed and maintained	v		
SWM Pond			
1) pond earth works completed			SWM Pond under Phase 3 works.
2) storm outfall works completed			
3) access road constructed			
4) pond topsoil / seeding			
5) pond fencing completed with gate			
6) landscaping completed			
7) pond access road			
8) pond survey submitted			
9) pond volume calculations submitted			
10) pond certification by Engineer			
Sanitary Sewer			
1) pipe installed	v		
2) pipe bedding summary/acceptance report	v		
3) backfill testing summary/acceptance report	v		
4) maintenance holes inspected/approved	v		
5) benching inspected	v		
6) top of precast 0.3m below finish grade	v		
7) video inspection submitted for review	v		
8) video inspection reviewed/approved	v		
9) flushing of sewers	v		
Storm Sewer			
1) pipe installed	v		
2) pipe bedding summary/acceptance report	v		
3) backfill testing summary/acceptance report	v		
4) maintenance holes inspected	v		
5) benching inspected	v		
6) top of precast 0.3m below finish grade	v		
7) video inspection submitted for review	v		
8) video inspection reviewed/approved	v		
9) flushing of sewers	v		

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Inspectors Name: 

Project Manager: 

7d

AECOM

**Township of Essa
Construction Status Report # 3**

Subdivision: Notiawasaga Village - Blocks 124 & 125
 Engineer: EMC [Mario or Marco Zuccaro] 905-738-3939
 Date: August 21, 2019

File Number: 60118287 BLK 124
 Contractor: Dom-Meridian
 Registered Plan: 51M-1097

START OF UNDERGROUND WORKS

	Yes	No	Date Completed and Comments
Watermain			
1) pipe installed	v		
2) pipe bedding summary/acceptance report	v		
3) backfill testing summary/acceptance report	v		
4) by-pass installed and inspected	v		
5) pressure testing confirmed by AECOM	v		
6) system chlorinated	v		
7) water samples received by AECOM	v		
8) by-pass removed	v		
9) tracer wire - attached to hydrant flange - continuity test	v	X	To Be submitted
10) hydrant -water flow charts submitted		X	To Be submitted
-end caps painted		X	To Be Re-Painted
- barrels painted to Twp spec.		X	To Be Re-Painted
- markers installed	v		
11) sample stations inspection completed			
12) Engineer's letter for curb box inspection	v		
13) Engineer's letter for valve/hydrant inspection.	v		
Utilities			
1) hydro crossings installed	v		
2) bell works completed	v		
3) hydro works completed	v		
4) streetlights installed	v		
5) streetlights energized	v		
6) certification from electrical consultant (ESA)	v		
7) gas works completed	v		
8) as-constructed information submitted	v		
General			
1) Service Record Sheets (stage 1)	v		
2) AS-CONSTRUCTED (underground) submitted	v		
3) Certificate of Publication by Contractor	v		
Certificate of S. C. & A. Underground Issued	v		RECOMMENDED JUNE 27, 2017

END OF MAINTENANCE PERIOD CHECK FOR UNDERGROUND WORKS

	Yes	No	Date Completed and Comments
SWM Pond			
1) clean out prior to end of maintenance			SWM Pond under Phase 3 works.
2) pond survey submitted			
3) pond volume calculations submitted			
4) pond certification by Engineer			
Sanitary Sewer			
1) flushing of sewer for final acceptance	v		
2) video inspection submitted for review	v		
3) video inspection reviewed/approved	v		
Storm Sewer			
1) flushing of sewer for final acceptance	v		
2) video inspection submitted for review	v		
3) video inspection reviewed/approved	v		
Watermain			
1) curb box inspection by AECOM		X	Minor Comments to be addressed
2) valve & hydrant inspection by AECOM		X	Minor Comments to be addressed
General			
1) AS-CONSTRUCTED (underground) APPROVED		X	Minor Comments to be addressed
Certificate of M. & F. A. Underground Issued		X	Upon Completion of Minor Issues

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Inspectors Name: 

Project Manager: 

9d

AECOM **Township of Essa**
Construction Status Report # 3

Subdivision: Nottawasaga Village - Blocks 124 & 125	File Number: 60118287 BLK 124
Engineer: EMC (Mario or Marco Zuccaro) 905-738-3939	Contractor: Dom-Meridian
Date: August 21, 2019	Registered Plan: 51M-1097

START OF ABOVEGROUND WORKS

	Yes	No	Date Completed and Comments
Road Works			
1) subgrade proof rolled witnessed by AECOM	v		
2) subgrade elevations confirmed by Eng.	v		
sub-drains installed - sub-grade			
- under curb	v		
3) granular tested by Soils Consultant	v		
4) granular "B" compaction reports to AECOM	v		
5) granular "A" compaction reports to AECOM	v		
6) concrete curbs completed	v		
7) concrete tested by Soils Consultant	v		
8) base asphalt placed	v		
9) signage - street identification	v		
- stop signs	v		
- road not assumed	v		
- no exit			
10) dead-end barricades and signage			
11) driveway aprons paved	v		
12) sidewalks completed	v		
13) boulevard topsoiled and sodded	v		
14) curbs inspected prior to top lift asphalt	v		
15) base asphalt inspected by AECOM	v		
16) top lift asphalt completed	v		
Miscellaneous Works			
1) walkways completed	v		
2) park works completed	v		
3) fencing completed - boundary	v		
- walkways	v		
- park	v		
General			
1) Service Record Sheets (stage 2)	v		
2) AS-CONSTRUCTED (aboveground) submitted	v		
3) Certificate of Publication by Contractor	v		

Certificate of S. C. & A. Aboveground Issued v Recommended September 4, 2019

END OF MAINTENANCE PERIOD CHECK FOR ABOVEGROUND WORKS

	Yes	No	Date Completed and Comments
General			
1) tree planting in boulevard			
2) pond landscaping inspected by AECOM			
3) fencing inspected by AECOM			
4) final lot grading certification			
5) OLS certification for monuments			
6) AECOM curb box inspection			
7) AECOM valve & hydrant inspection			
8) Final inspection - light standards			
- transformers			
- utility boxes			
9) top lift asphalt inspected by AECOM			
10) curb inspected by AECOM			
11) sidewalks inspected by AECOM			
12) boulevards topsoil and sodded/seeded			
13) Service Records and AS-CONSTRUCTED			
Drawings Approved by AECOM			

Certificate of M. & F. A. Aboveground Issued v

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Inspectors Name:

Project Manager:

THE CORPORATION OF THE TOWNSHIP OF ESSA

BY-LAW 2019 - 70

Being a By-law to confirm the proceedings of the Council meeting held on the 18th day of September, 2019.

THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF ESSA
HEREBY ENACTS AS FOLLOWS:

THAT the action of the Council at its meeting held on the 18th day of September, 2019 and, in respect of each recommendation contained in the Minutes of the Regular Council meeting held on the 4th day of September, 2019, and Committee of the Whole meeting held on the 4th day of September, 2019; and, in respect of each motion, resolution and other action passed and taken by Council at the said meetings, is, except where prior approval of the Ontario Municipal Board is required, hereby adopted, ratified and confirmed.

THAT the Mayor and the proper officials of the Township of Essa are hereby authorized and directed to do all things necessary to give effect to the said actions or to obtain approvals where required, and to execute all documents as may be necessary in that behalf and the Clerk is hereby authorized and directed to affix the Corporate Seal to all such documents.

READ A FIRST, AND TAKEN AS READ A SECOND AND THIRD TIME AND
FINALLY PASSED on this the 18th day of September, 2019.

Sandie Macdonald, Mayor

Lisa Lehr, Clerk