

THE CORPORATION OF THE TOWNSHIP OF ESSA
COMMITTEE OF THE WHOLE

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

AGENDA

1. **OPENING OF MEETING BY THE MAYOR**
2. **DISCLOSURE OF PECUNIARY INTEREST**
3. **DELEGATIONS / PRESENTATIONS / PUBLIC MEETINGS**
 - a. **Brookfield Residential**
David Murphy, Vice President and Rayna Thompson, Director
Re: Intersection Pedestrian Signal (IPS)
 - b. **OPP – Nottawasaga Detachment**
Re: Traffic Calming Measures

STAFF REPORTS

4. **PLANNING AND DEVELOPMENT**
 - p. 21 a. **Staff Report PD039-19 submitted by the Manager of Planning and Development, re: Pre-Consultation Process Update.**

Recommendation: 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.
 - p. 35 b. **Staff Report PD040-19 submitted by the Manager of Planning and Development, re: Appointment of Zoning Administrators.**

Recommendation: Be it resolved that Staff Report PD040-19 be received; and That Council appoint Elizabeth Davis and Liam Munnoch as Zoning Administrators.
 - p. 38 c. **Staff Report PD041-19 submitted by the Manager of Planning and Development, re: Fee Schedule Update – Planning Administration.**

Recommendation: 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.

- p. 46 **d. Staff Report PD042-19 submitted by the Manager of Planning and Development, re: Zoning By-law Amendment Application – 150 Mill Street.**

Recommendation: *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.*

- p. 51 **e. Staff Report PD043-19 submitted by the Manager of Planning and Development, re: 2019 Simcoe County Age-Friendly Municipal Grant Program.**

Recommendation: *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.*

- p. 59 **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.**

Recommendation: *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.*

- p. 65 **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.**

Recommendation: *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 pertain to all lands within Phase 1 and 2, and Part 1 of Plan 51R-41354 the development located at 103 Denney Drive, Baxter.*

- p. 101 **h. Staff Report PD046-19 submitted by the Manager of Planning and Development, re: Building Branch Resources Review.**

Recommendation: *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.*

- p. 104 **i. Correspondence from the Township of Essa to the Ministry of Municipal Affairs and Housing, re: Proposed Changes to O. Reg 82/98.**

Recommendation: *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.*

5. PARKS AND RECREATION/ COMMUNITY SERVICES

- p. 106 a. **Staff Report PR004-19 submitted by the Manager of Parks and Recreation, re: Baxter Pitching Mound.**

Recommendation: *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.*

6. FIRE AND EMERGENCY SERVICES

7. PUBLIC WORKS

- p. 108 a. **Staff Report PW033-19 submitted by the Manager of Public Works, re: Winter Sand Tender Results.**

Recommendation: *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.*

8. FINANCE

- p. 110 Amended a. **Release of Securities – San Diego Homes**

Recommendation: *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.*

9. CLERKS / BY-LAW ENFORCEMENT / IT

- p. 111 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.**

Recommendation: *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 8 B "Recreational Facilities-Event Venues" as attached; and
That the appropriate By-law be brought forward for Council's consideration, once appropriate Notice has been provided to the public.*

p. 129
Renumbered

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

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

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

- p. 148 **a. Staff Report CAO034-19 submitted by the Chief Administrative Officer, re: Public Transit.**

Recommendation: *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.*

- p. 155 **b. Staff Report CAO035-19 submitted by the Chief Administrative Officer, re: Hiring Policy – Proposed Modifications.**

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

- p. 160 **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.**

Recommendation: *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.*

- p. 163 **d. Staff Report CAO037-19 submitted by the Chief Administrative Officer, re: Traffic Signals/Speed Control Measures in Thornton, to Assist with Pedestrian Crossing.**

Recommendation: *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.*

-
- p. 167 e. **Staff Report CAO039-19 submitted by the Chief Administrative Officer,
re: Annual Staff Appreciation BBQ.**

Recommendation: *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.*

- p. 169 f. **Staff Report CAO040-19 submitted by the Chief Administrative Officer,
re: Lease Agreements for the Angus Arena.**

Recommendation: *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.*

11. OTHER BUSINESS

12. ADJOURNMENT

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

**MARSHALL SUBDIVISION:
MURPHY ROAD & DENNEY DRIVE INTERSECTION:
PROPOSED INTERSECTION PEDESTRIAN SIGNAL (IPS)**

SEPTEMBER 4, 2019

3



January 2013 and February 2015 - Draft Plan Conditions (DPCs)

- “pedestrian pad” at the northwest corner of the intersection
- signalization in the form of an Intersection Pedestrian Signal (IPS).

October 2017 – Updated Traffic Impact Study (TIS)

- submitted to the Township and County Staff in support of the extension of the Draft Plan of Subdivision.
- warrants not 100% met for signalization
- recommended signalization to improve intersection capacity and reduce delays

2

March 2018 – DPCs

- “pedestrian pad” at the northwest corner of the intersection
- signalization and/or works as per the recommendations of an approved Traffic Study prepared by GHD and dated ‘Oct 2017’ to the satisfaction of the County and Township Engineer / Public Works Staff

May 2018 – Township Council

- Staff Report presented County comments and concerns with intersection signalization,
- Township Council requested motion be brought to County Council to approve signalization

Spring rail

Anne Street North

Shelley Lane

August / September 2018 – County Council

- Township Council made delegation to County Council
- County Staff Report identified concerns with installation of unwarranted signals and support for the installation of an IPS
- County Council passed a resolution to approve the installation of the unwarranted signals

November 2018 – Working Meeting with Brookfield, County & Township Staff

- County identified that signalization will require left turn lanes
- County acknowledged design constraints due to limited right-of-way

February / March 2019

- Functional design submission made to County for signalization including turn lanes and tapers
- County comments identified need for greater lane widths and taper lengths and additional utility and infrastructure relocations

April 2019

- Brookfield received County comments dated April 2018 on the 2017 TIS
 - Recommends traffic monitoring and implementation of temporary all-way stop as interim measure until signal warrants are met

Letitia Street

Anne Street North

Howling rail

Shelley Lane



What is an IPS?

A traffic control signal system that is dedicated primarily to providing traffic gaps for pedestrian right-of-way installed as pedestrian signals

Bowring rail

When is an IPS warranted?

When the warrants are not met for signalization of an intersection, but the location exceeds both the minimum pedestrian volume and minimum pedestrian delay criteria for an 8-hour period, an IPS is warranted.

Anne Street

How does an IPS work?

- Pedestrians wishing to cross the roadway (Murphy Road / CR 21)
- Approach the intersection and press the pushbutton.
- Pushbutton activates the overhead traffic signals, which then require the oncoming traffic to stop.
- Pedestrian follows the symbols shown on the pedestrian control indicator
 - walking symbol = safe to start crossing the roadway
 - flashing hand = safe to continue crossing but no new crossings are to be initiated
 - solid hand = you should not be in the crosswalk.
- The IPS will only be initiated when a pedestrian has activated the pushbutton.

Shelley Lane

Little Street

Where there are pedestrian push-buttons, a pedestrian must use the button to bring on the walk signal.

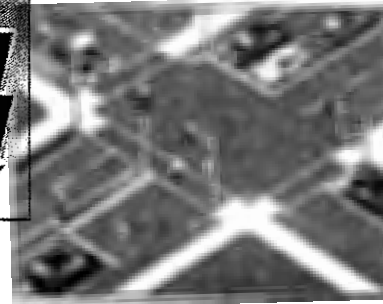
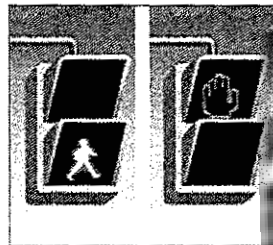
On a busy main road, an intersection pedestrian signal helps people to cross the road safely by signaling traffic to stop.

The intersection pedestrian signal has a crosswalk; pedestrian walk and don't walk signals; push buttons for pedestrians; and, traffic signal lights on the main road only.

Stop signs control traffic on the smaller, less busy crossroad.

Pedestrian signals help pedestrians cross at intersections with traffic lights. The signal for pedestrians to walk is a white walking symbol. A flashing or steady orange hand symbol means pedestrians must not begin to cross.

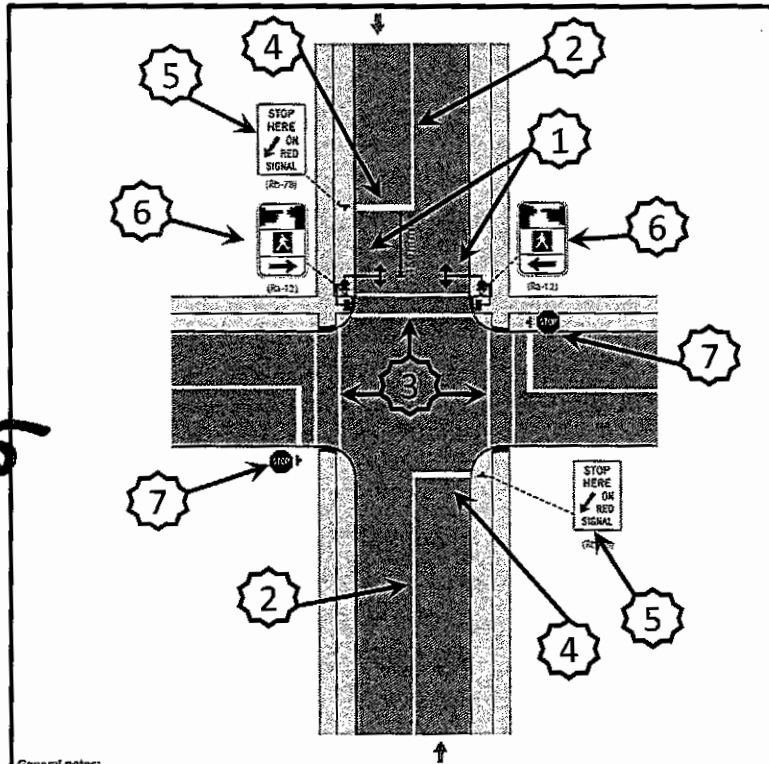
Bowring rail



Anne Street

A pedestrian facing a walk signal may cross the road in the direction of the signal. While crossing, pedestrians have the right-of-way over all vehicles.

A pedestrian facing a flashing or steady hand symbol should not begin to cross the road. Pedestrians who have already begun to cross when the hand signal appears, should go as quickly as possible to a safe area. While they are crossing, pedestrians still have the right-of-way over vehicles.



General notes:
 - Accessible as per AODA
 - Required illumination of pedestrian crosswalk and waiting area to be provided
 - Provide approach markings and crosswalk layouts according to OFM Book 11
 - For layouts of traffic signals, location of pedestrian heads and poles, and relevant dimensions, refer to OFM Book 12
 ○ Pushbutton

etitia Street

Required Components

- ① • Traffic Signal Heads as required
- ② • Approach Markings (Stop Line, No-Passing zone, and Turn Lanes markings, as required)
- ③ • Crosswalk Markings
- ④ • Advanced Stop Bar at Crosswalk with mandatory Stop Here on Red Signal Sign (Rb-78)
- ⑤ • Stop Here On Red sign (Rb-78) on the near side of an IPS with vehicle and pedestrian heads installed on the far side
- ⑥ • Pedestrian Control Indications with AODA compliant Pedestrian Signal Pushbuttons and Pedestrian Pushbutton Symbol Sign (Ra-12)
- ⑦ • Stop sign (Ra-1) on the cross street for IPS

Figure 15: Intersection Pedestrian Signal Pedestrian Crossing Treatment (2-lane, 2-way)

Where new traffic control signal systems with pedestrian controls are being installed, the pedestrian control signals must meet the following accessibility requirements:

- Have a locator tone distinct from walk indicator tone
 - Locator tone - a series of slow "tick" sounds
 - Walk indicator tone – typically a cuckoo sound for crossings in a north/south direction and a chirp sound for crossings in an east/west direction
- Be located within 1.5m of the edge of curb, mounted a maximum of 1.1m above ground level
- Have tactile arrows on the pushbutton that align with the direction of travel
- Include both audible and vibro-tactile walk indicators
- Provide raised tactile plates at the depressed curb at the intersection

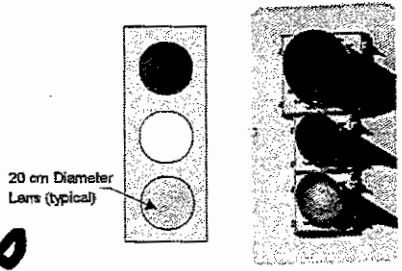
Letitia Street

Anne Street North

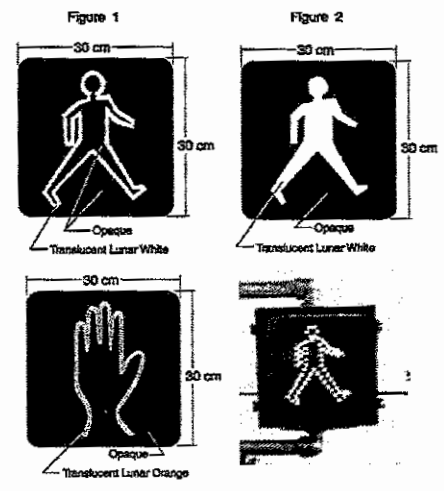
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Pedestrian Signal Pushbutton and Signage

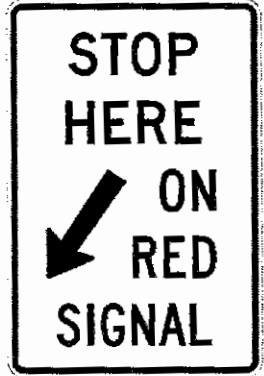
Traffic signal head



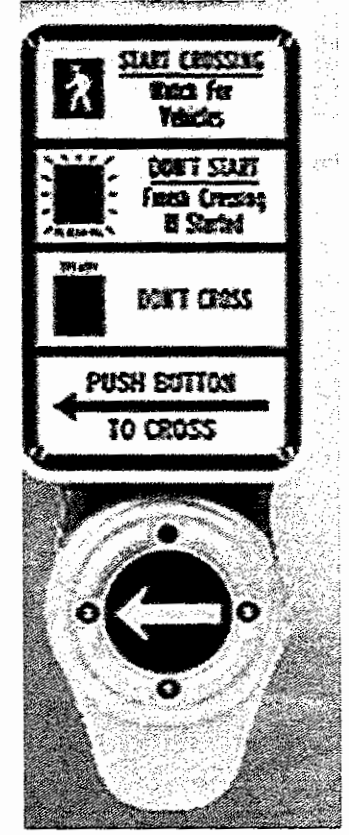
Pedestrian Control Indicators



Stop Here on Red sign



Letitia Street





1. Town of Innisfil
Sideroad 10, south of Killarney Beach Road

2. City of Barrie
Leacock Drive @ Lampman Lane

3. City of Barrie
Leacock Drive @ Gibbon Drive

Shelley Lane

Letitia Street

9

3



Brookfield
Residential

10
20th Sideroad south of Killarney Beach Road



10

LOOKING SOUTH ON SIDEROAD 20



Traffic signal head

Pedestrian Control
Indications

Crosswalk

Traffic signal head

Pedestrian Control Indications

Stop Here on Red sign

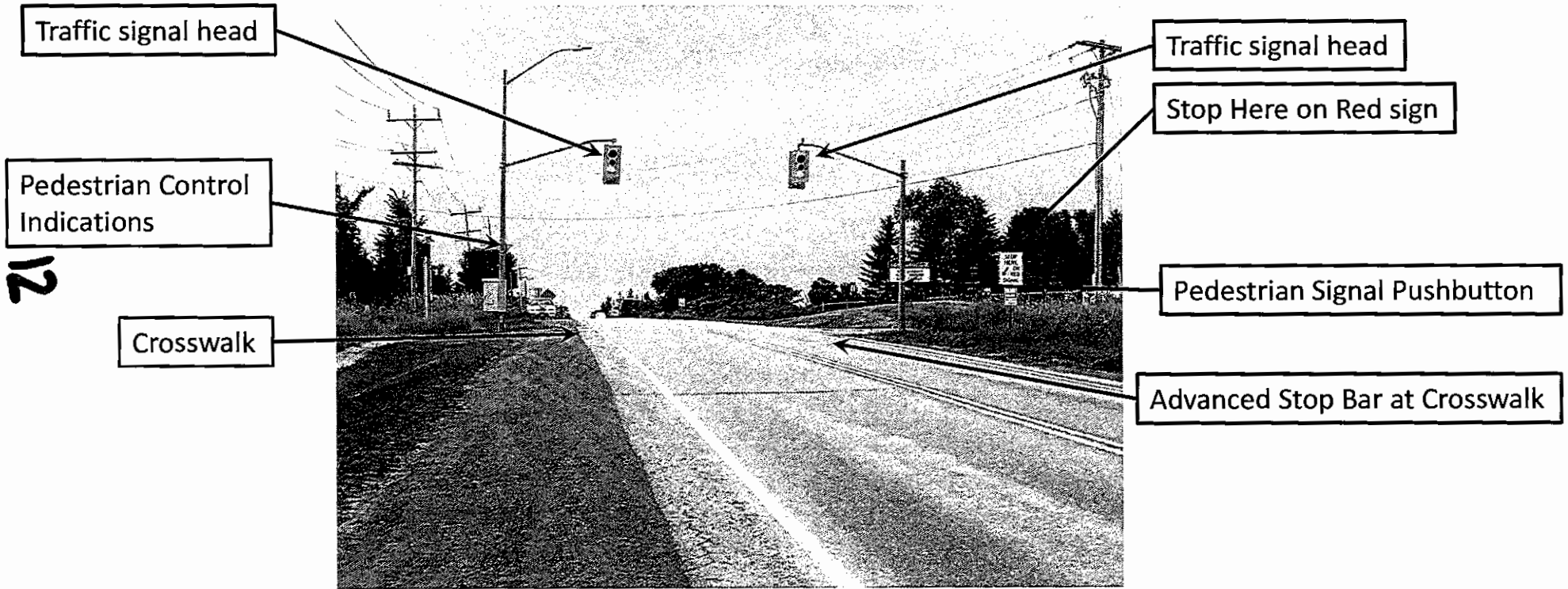
Pedestrian Signal Pushbuttons

Advanced Stop Bar at Crosswalk





LOOKING NORTH ON SIDEROAD 20



LOOKING EAST TOWARDS SCHOOL



Traffic signal head

Pedestrian Control
Indications

Pedestrian Signal
Pushbutton

Crosswalk

Traffic signal head

Pedestrian Control Indications

Pedestrian Signal Pushbutton

Brookfield Residential



DRIVE

LOOKING NORTH ON LEACOCK DRIVE

Traffic signal head

Pedestrian Control Indications

Stop Here on Red sign (back side)

01



Traffic signal head

Pedestrian Control Indications

Stop Here on Red sign

Pedestrian Signal Pushbuttons

Advanced Stop Bar at Crosswalk

Approach Markings

02



DRIVE

LOOKING SOUTH ON LEACOCK DRIVE



Brookfield
Residential





LOOKING WEST ON GIBBON DRIVE

Traffic signal head

Pedestrian Control
Indications

Pedestrian Signal
Pushbutton



Traffic signal head

Pedestrian Control Indications

Stop Here on Red sign
(back side)

Advanced Stop Bar

Pedestrian Signal Pushbutton

LOOKING NORTH ON LEACOCK DRIVE



Traffic signal head

Pedestrian Control Indications

Pedestrian Signal Pushbutton

Traffic signal head

Pedestrian Control Indications

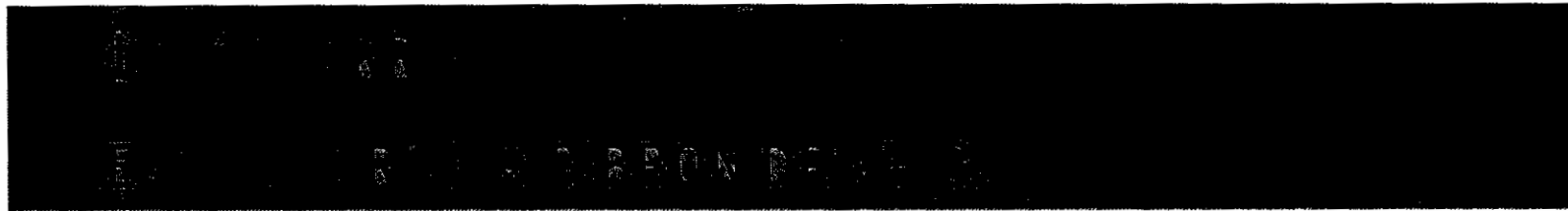
Stop Here on Red sign

Pedestrian Signal Pushbutton

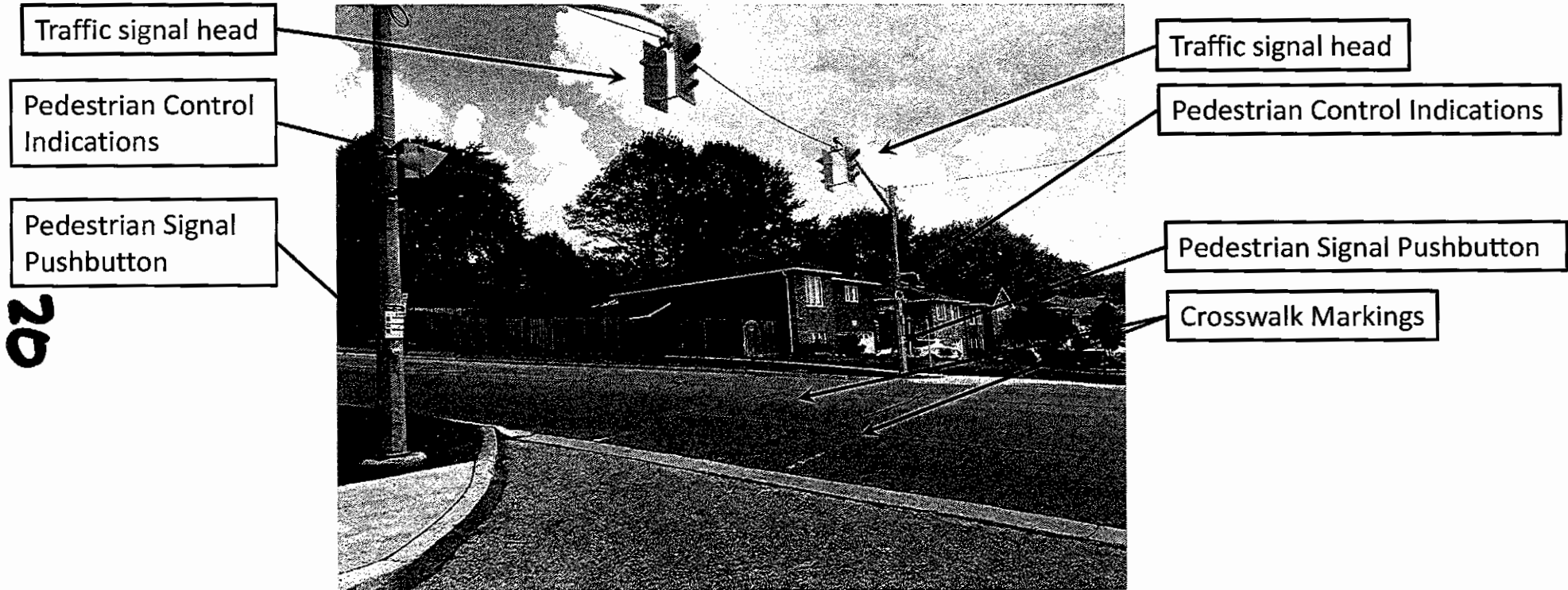
Advanced Stop Bar

19

32



LOOKING EAST TOWARDS GIBBON DRIVE



29



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: PD039-19

DATE: September 4, 2019

TO: Committee of the Whole

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

SUBJECT: Pre-Consultation Process Update

RECOMMENDATION

That Staff Report PD039-19 be received; and

That Council consider approving the recommended procedure as stated in this Report for the Pre-Consultation Process requirements through the passing of a by-law.

BACKGROUND

The Township of Essa's Pre-Consultation Process as recently amended, is a voluntary process where an applicant is asked to complete a Pre-Consultation Form (see Attachment A), provide required submission materials and pay the Pre-Consultation Fee of \$200 as part of a 'complete Pre-Consultation Application'. After being in receipt of a complete Pre-Consultation Application Township Staff initiate a circulation for comments from internal departments, as well as the Nottawasaga Valley Conservation Authority (NVCA) and the County of Simcoe, as appropriate. Staff also work to arrange the Pre-Consultation Meeting within five to six weeks after the application and its accompanying requirements, has been deemed a complete submission. At this meeting, the applicant will receive guidance from Township Staff on the content of their proposal, a list of the studies/reports required to facilitate subsequent development applications (informed by those comments received from the circulation of materials), and initial high-level comments from agencies.

In an effort to increase Department efficiencies and maximize the benefits of the Pre-Consultation Process, Staff have recently begun to ask that applicants Pre-Consult in a more formalized manner. Through this more structured process, applicants who Pre-Consult with the Township will have a clear understanding of the requirements for a complete submission of a Planning Act Application and Staff are able to advise of any major foreseen issues. Addressing these foreseen issues at the Pre-Consultation Meeting allows the applicant to amend their proposal prior to submitting any Planning Act

Applications to the Township. The Pre-Consultation Process benefits both Township Staff and the applicant from an information and efficiency standpoint.

Township staff have reviewed the Pre-Consultation Process of municipalities including: Tay Township, Clearview Township, Springwater Township, Ramara Township, and Bradford West Gwillimbury, to ascertain the parameters surrounding their Pre-Consultation Processes. These communities use Pre-Consultation for all planning and development applications. The Pre-Consultation Process improves Staff's ability to administer the Official Plan Amendment, Zoning By-law Amendment, Site Plan Approval, and Plan of Subdivision/Condominium applications processes as well as the processing of applications to be heard by the Committee of Adjustment (Consents and Minor Variances).

Without Pre-Consultation, applicants were left unsure of the requirements for complete Planning Act Applications, resulting in incomplete applications being submitted. This can cost both the applicant and Township Staff time and unnecessary expenses. Township Staff must review applications, and if deemed incomplete, follow-up with the applicant in order to receive the required materials for completion. Required revisions to applications not only cost time, but can further complicate the development process. Staff also do not currently recover the costs associated with the additional time and guidance required to assist applicants.

COMMENTS AND CONSIDERATIONS

Pre-Consultation is identified under the Ontario Planning Act, R.S.O. 1990, c. P.13 ('the Act'), through sections 22(3.1), 34(10.0.1), 41(3.1), and 51(16.1). The Act, permits municipalities to require prospective applicants to Pre-Consult with the municipality through the passing of a by-law (see Attachment B).

Staff recommend implementing a mandatory Pre-Consultation Process to meet with applicants and discuss potential development. This will involve:

- The submission of a formal application, to be deemed complete after review, to ensure that the required supporting materials have been provided to Staff;
- An internal circulation to relevant agencies and Township Staff for initial high-level comments, in order to identify any potential 'red flags';
- The collection and compilation of comments by Planning Staff, who will invite those who feel it necessary to attend the Pre-Consultation Meeting;
- Scheduling a time to meet at the Township office with the applicant; and
- Providing initial comments, a required studies/reports list for subsequent applications, and further guidance of what applications may be required to facilitate their development proposal, to the applicant.

The process outlined above will allow Township staff to be more effective and productive in managing and reviewing development applications, assist landowners in the development application process, and better resolve high-level issues at the beginning of the process, while potentially mitigating issues that may arise throughout the process.

It is recommended that Pre-Consultation Meetings become a mandatory requirement before any applicant may submit an Official Plan Amendment, Zoning By-law Amendment, Site Plan Approval, or Draft Plan of Subdivision/Condominium application.

The proposed Pre-Consultation Process and the associated fee would not be required to those applying for a Temporary-Use By-law, or to the Committee of Adjustment. Attachment 'C' to this report is a By-Law to enable the Pre-Consultation process to be mandatory, for Council's review and consideration.

The Pre-Consultation Process is not new to the majority of municipalities across Simcoe County. This process is used by other municipalities such as: Tay Township, Clearview Township, Springwater Township, Ramara Township, and the Town of Bradford West Gwillimbury. The municipalities of Clearview, Springwater and Bradford West Gwillimbury all require a mandatory Pre-Consultation and charge a fee. Therefore, the Township of Essa should make the Pre-Consultation Process mandatory and charge the associated fee (outlined in Report No. PD041-19).

FINANCIAL IMPACT

Making the Pre-Consultation Process mandatory would allow Staff to collect the associated Pre-Consultation fee with every submission. This would increase the revenue of the Planning and Development Department overall. The details of the requested increase of this fee are outline in Report No. PD041-19.

SUMMARY/OPTIONS

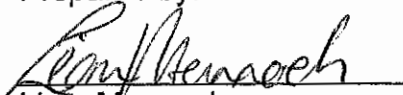
Council may:

1. Take no further action.
2. Receive this report and approve the recommended procedure for Pre-Consultation Applications through the passing of a by-law.
3. Direct staff in a manner Council may deem appropriate providing comment as Council may wish.

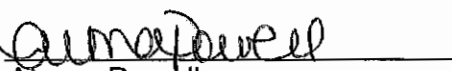
CONCLUSION

Option #2 is recommended.

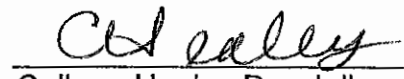
Prepared by:


Liam Munnoch BURPI
Junior Planner

Respectfully submitted by:


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

Reviewed by:


Colleen Healey-Dowdall
CAO

4a

Attachments:

- A. Pre-Consultation Application Form, 2019;
- B. InfoSheet – Pre-Consultation on Planning Applications, 2010; and
- C. Pre-Consultation By-Law



Telephone: (705) 424-9917

Fax: (705) 424-2367

Web: www.essatownship.on.ca

Email: lmunnoch@essatownship.on.ca

Township of Essa Pre-Consultation Form

Please complete and submit this form to the Planning and Development Department at the Township of Essa. An application fee in the amount of \$200 is required to be submitted in the form of a cheque, cash or debit via the cashier at the Municipal Administrative Office. Submissions can be made to the Township of Essa Administrative Office at 5786 County Road 21, Utopia, Ontario L0M 1T0. Please direct the submission to the attention of Liam Munnoch, Junior Planner (705-424-9917 ext. 104).

Upon receipt of a completed application form and required submission materials, staff will make an initial review and provide a written Notice of Complete Pre-Consultation Application in order to schedule a pre-consultation meeting.

The applicant will be updated of the following milestones throughout the process:

- Notice of a Complete Pre-Consultation Application (1 to 2 weeks from the date of submission);
- Circulation of Application and Submission Materials (2 to 3 weeks from the date of the '*Notice of Complete Pre-Consultation Application*'); and
- Date of the Pre-Consultation Meeting.

Please note that from the date of the '*Notice of Complete Pre-Consultation Application*', the Township expects to take approximately 4 weeks to review, circulate and schedule the pre-consultation meeting.

4a

Attachment A

Please also ensure that the following materials are submitted in support of the pre-consultation application:

- Aerial Photo with Concept Plan overlaid (6 Copies);
- Concept Plan (6 Copies); and
- Digital Copy of all materials (USB format).

Please see page 7 for specific requirements of the above.

Applicant Information

Registered Owner: _____

Address: _____

Telephone Number: _____

Email Address: _____

If the Applicant is not the Registered Owner

Name of Agent, Solicitor, or Consultant: _____

Address: _____

Telephone Number: _____

Email Address: _____

Authorization

(To be signed by the Registered Owner, if Agent has been appointed.)

As of the date of this application, I am the Registered Owner of the lands described in this application, and I have examined the contents of this application and hereby certify that the information submitted with the application is correct insofar as I have knowledge of these facts, and I authorize the submission of this application on my behalf of:

whom I have appointed as my Agent.

Please print name of Agent

Date: _____

Signed: _____
Signature of Owner

Please print name

4a

Attachment A

Property Description

Municipal Address: _____

Legal Description: _____

Roll Number: _____

Is the property currently vacant?

Yes

No

Is the property regulated by the Nottawasaga Valley Conservation Authority (NVCA)?

Yes

No

Does the property front a Provincial or County Road?

Provincial Road

County Road

Nearest Intersection: _____

Lot Area (m²): _____

Lot Frontage (m²): _____

Please describe the current use of the property: _____

County of Simcoe Official Plan Designation: _____

Township of Essa Official Plan Designation: _____

Township of Essa Zoning By-law 2003-50 Zone: _____

Proposed Site Development

Proposed Township of Essa Official Plan Designation (if applicable): _____

Proposed Township of Essa Zoning By-law 2003-50 Zone (if applicable): _____

Is the proposed use currently permitted under the Township of Essa's Official Plan and Zoning By-law 2003-50?

Proposed Planning and Development Applications

Please indicate below the required Planning and Development Applications in order to facilitate the proposed development (please circle):

- Consents (Severances);
- Minor Variance;
- Official Plan Amendment;
- Site Plan Approval; and
- Subdivision Control.

Have any other applications been made in order to facilitate development on the subject property? Please specify below:

4a

Attachment A

Declaration

I, _____ certify that the information provided in this document is true to the best of my knowledge, that all required supporting documentation has been enclosed and submitted with this form, and that this information can be shared with various agencies and departments as part of the planning review process.

Further, by submitting this application, I agree to allow the Township of Essa, its employees and agents to enter the subject property for the purpose of conducting site visits that may be necessary to process this request.

Date: _____

Signature: _____

Aerial Image Requirements:

- Six (6) copies of a 24" by 36" aerial and six (6) reduced copies of that aerial to 11" by 14";
- Detailed imagery of the subject property and surrounding properties immediately adjacent to it; and
- Concept plan overlaid on the subject property.

Concept Plan Requirements:

- Six (6) copies of a 24" by 36" concept plan and six (6) reduced copies of that concept plan to 11" by 14";
- Location of the property and immediate surroundings (including property dimensions);
- Use of adjoining lands;
- Location of existing and proposed structures and features such as pedestrian and vehicular access, parking, septic system and water supply (if applicable), road allowances, rights of ways, streets and highways, watercourses, drainage ditches and natural features (trees and vegetation);
- Existing and proposed lot fabric (as appropriate);
- Proposed setbacks from lot lines and significant natural features; and
- Other relevant information, as appropriate, to assist staff in understanding the proposal.

Digital Copy:

- Files saved in .PDF format; and
- Provided on one (1) USB.

4a

Attachment A

FOR TOWNSHIP STAFF USE ONLY

Date of Application Submission: _____

Notice of Complete Application date: _____

Pre-Consultation Meeting scheduled for: _____

Submission Checklist:

- Completed Application Form
- Required Fee submitted (\$200)
- Aerial Image and subsequent copies received
- Concept Plan and subsequent copies received
- Digital copies received

Reviewed by: _____

FOR MORE INFORMATION:

**Ministry of Municipal Affairs
and Housing**
Provincial Planning Policy
Branch
(416) 585-6014
ontario.ca/mah

Municipal Services Office

Central
(416) 585-6226 (Toronto)
Toll Free: 800-668-0230

Eastern
(613) 545-2100 (Kingston)
Toll Free: 800-267-9438

Northeastern
(705) 564-0120 (Sudbury)
Toll Free: 800-461-1193

Northwestern
(807) 475-1651 (Thunder Bay)
Toll Free: 800-465-5027

Western
(519) 873-4020 (London)
Toll Free: 800-265-4736

Pre-Consultation under the Planning Act ss. 22(3.1), 34(10.0.1), 41(3.1), and 51(16.1)

Description of Pre-Consultation

There are two different ways in which pre-consultation can occur and applies whether the municipality, planning board or Minister is the approval authority:

1. Applicant(s) can choose to pre-consult with the respective municipality, planning board or the Ministry of Municipal Affairs and Housing (MMAH), as applicable, at any time prior to submitting their application for initial feedback.
2. Applications that could be subject to pre-consultation include: official plan amendments; zoning by-law amendments; site plan control; and subdivision/condominium applications. Pre-consultation helps ensure that development proposals align with local planning policies.

Implementation

- Pre-consultation between the applicant and the municipality/planning board, prior to the specified application being formally submitted, can help ensure a complete application and provides opportunities for early feedback and information sharing on the proposed concept.
- Depending on the type of application, municipalities/planning boards have the option to require pre-consultation with applicant(s) by passing a by-law.

Potential Benefits

- Ensures that all relevant planning policies have been conveyed to the applicant early in the process.
- Permits municipality/planning board or MMAH to advise applicant of municipal incentives or initiatives. This could help "shape" the proposed development to benefit from those programs.
- Through early municipal feedback, an applicant has an opportunity to refine proposed concept prior to submitting a formal application.
- Enables municipalities/planning boards or MMAH to reinforce complete application requirements (e.g., studies that may be needed to support an application).
- Informs municipality/planning board or MMAH of upcoming development.
- Allows municipalities/planning boards or MMAH to promote sustainability considerations by providing comments early in the design process of the proposal.
- Helps streamline development review when applications are submitted, which may support economic development opportunities.

Produced by the Ministry of Municipal Affairs and Housing, Provincial Planning Policy Branch
ISBN 978-1-4435-2812-2 (PDF) | ISBN 978-1-4435-2811-5 (HTML)

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Disponible en français



THE CORPORATION OF THE TOWNSHIP OF ESSA**BY-LAW NO. 2019-**

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 the Council of the Corporation of the Township of Essa 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 "Short Title "Pre-Consultation By-law"

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

Sandie Macdonald, Mayor

Lisa Lehr, Clerk



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: PD040-19

DATE: September 4, 2019

TO: Committee of the Whole

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

SUBJECT: Appointment of Zoning Administrators

RECOMMENDATION

That Staff Report PD040-19 be received; and

That Council appoint Elizabeth Davis, and Liam Munnoch, as Zoning Administrators.

BACKGROUND

The Planning Act sets out that each municipality must pass a Zoning By-law to restrict land use or prohibit land use as outlined in the Municipality's Zoning By-law. In order to enforce and respond to inquiries and to administer the Township's current Zoning By-law 2003-50, the appointment of "Zoning Administrators" have been addressed through By-law. The Township receives daily queries related to zoning issues and/or confirmation for zoning for residents, potential purchasers, lawyers' offices, appraisers and/or real estate offices. The newly created Junior Planner and Building and Planning Coordinator positions in the Planning and Development Department, are responsible for responding to zoning related inquiries. As well, Zoning Administrators are permitted to enter onto private property to ensure that the Zoning By-law is being upheld. It is necessary that both the Junior Planner and Building and Planning Coordinator are provided this ability, so that they may carry-out the full extent of their roles. Therefore, it is requested that each be appointed as a Zoning Administrator so that the appropriate staff are able to respond to these inquiries and enforce the Zoning By-law.

Attachment 'A' to this Report is a copy of the By-Law for Council's review and consideration regarding the appointment of two additional staff members.

COMMENTS AND CONSIDERATIONS

Additional staff members appointed as Zoning Administrators will assist with the many inquiries related to zoning and permit all staff members to respond to such inquiries in the absence of the other and in an efficient and coordinated manner as each inquiry arises.

FINANCIAL IMPACT

None.

SUMMARY/OPTIONS

Council may:

- 1. Take no further action.
- 2. Appoint Elizabeth Davis and Liam Munnoch as Zoning Administrators.
- 3. Direct staff to take alternate direction.

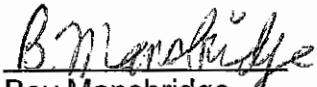
CONCLUSION

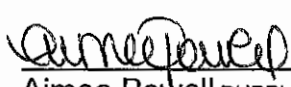
Option #2 is recommended.


Prepared by:

Respectfully submitted:

Reviewed by:


 Bev Mansbridge
 Planner


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


 Colleen Healey-Dowdall
 CAO

Attachments:

Attachment 'A' Zoning By-law Appointment

THE CORPORATION OF THE TOWNSHIP OF ESSA

BY-LAW NO. 2019-

Being a By-law to Appoint a Zoning Administrator

WHEREAS Section 34(1) of the *Planning Act*, C.P. 13, as amended, states that the Council of each municipality may pass a zoning by-law to restrict the use of land or to prohibit the use of land except for such purposes as may be set out in the by-law; and

WHEREAS the Council of the Township of Essa deems it advisable to appoint a zoning administrator as is necessary for the purposes of the enforcement of said Act;

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

1. That Elizabeth Davis, and Liam Munnoch be hereby appointed to the position of Zoning Administrator 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.

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

Sandie Macdonald, Mayor

Lisa Lehr, Clerk

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TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: PD041-19

DATE: September 4th, 2019

TO: Committee of the Whole

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

SUBJECT: Fee Schedule Update – Planning Administration

RECOMMENDATION

That Staff Report PD041-19 be received for information purposes and;

That Council authorize Staff to proceed with a public meeting on the recommended Fee Schedule amendments.

BACKGROUND

Staff within the Planning and Development Department provide a considerable amount of time in the review of a variety of municipal planning applications, initiatives, and associated zoning requests received by development proponents, landowners and residents. Staff have done a comparative analysis of the applicable planning fees of local and surrounding municipalities to evaluate fees charged by their offices in comparison to those currently collected by the Township of Essa. This review has determined that Essa's planning fees are substantially lower than the median range of fees charged/collected by other Municipal Planning Offices, even in cases where population is similar to Essa's.

An initial increase to Planning Fees was presented in February 2019 and implemented in May 2019, resulting in an update to the Township's Fee Schedule (2019-22) at that time. These increases however, did not identify some necessary chargeback items that should be better itemized in the Fee Schedule, nor did it regard compensation for Staff spending substantial time on application review, circulation comments and correspondence related to the Planning Department. Although the Fee Schedule was approved for an increase earlier this year, it would be prudent to implement an additional increase to Planning Application Fees to align with surrounding municipalities. This would increase efficiencies surrounding staff time spent on the processing of these applications, and recover costs associated to developing in Essa.

COMMENTS AND CONSIDERATIONS

Through Staff's analysis of Fees Schedules for Innisfil, New Tecumseth, Adjala-Tosorontio, Springwater, Bradford West Gwillimbury, Collingwood, Oro-Medonte, Wasaga Beach, Severn, Midland and Pentanguishene, Staff believe an increase to Essa's current Fee Schedule is warranted for:

- A specific hourly chargeback rate,
- Exceptional site visit inspections,
- The creation of Public Meeting Notice Signs,
- An increase to the Pre-Consultation administration fee; and
- An increase to subject Planning Applications fees.

Planning staff suggest the introduction of *new* fees identifying chargebacks to include an hourly rate (planning staff) of \$75.00. Note that the current Fee Schedule does outline chargeback fees which is an hourly rate for Planning Staff, however does not outline a specific rate in accordance with this fee. This report provides clarity on the rate of the subject fee through recommending this \$75.00 hourly rate. This better clarified fee would assist in reimbursement of Staff time associated in planning review. The current Fee Schedule notes an "hourly rate" fee for only the "Planning Technician's" time. The chargeback is outdated, ambiguous and vague and requires clarification, which is accomplished through this recommendation.

Staff also recommend a fee of \$100.00 be added to the fee schedule to compensate the Township for Staff time being allocated for exceptional site visits, over and above those required for the administration of planning applications. Planning Staff have often visited development sites as a means of offering input and comment to a potential developer and/or inspect properties to familiarize and identify site details for various planning applications. This fee would allow compensation of staff time primarily in the event of a site visit being required and there is no formal application to recuperate Staff costs from. Normally only 1-2 site visits may be required by Staff and the cost associated with these site visits are built in to the Planning Application Fee. However in instances when multiple site visits are required at the request of the applicant, staff may apply this fee to active applications as well.

Notice Signs are prepared by Staff to post notices for OPA and ZBA applications. The Township has a limited amount of printed signs and reuse these signs until they are in a state of disrepair. With the implementation of a chargeback fee for Notice Signs, the Township would be in a position to replace these signs on a more regular basis. Therefore, Staff recommends proponents pay \$75.00 per sign, which is still a cost savings for the Applicant, should they have the sign created by a vendor. These signs would still be due back to staff upon the completion of the Public Meeting Process. This fee is necessary as it also contributes to staff time spent on the creation of the sign. For a summary of the new fees being recommended to the Fees Schedule, see Attachment 'A', Table A: Planning Chargeback and Increase to Fees, to this Report.

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Planning Report PD039-19 discusses an amendment to the current, informal Pre-Consultation Process and recommends this process become mandatory for proponents. The administration of this newly proposed process, involves additional Staff time and resources in order to guide proponents accordingly, throughout the process. Table A, below, provides a comparison of Pre-Consultation Fees being collected by local municipal offices.

Table A: Pre-Consultation Fees of Local Municipalities

Municipality	Pre-Consultation Fees
Tay Township	\$300 (if a subsequent application is made the fee is taken from the submitted development applications total fee)
Clearview Township	\$250 (non-refundable)
Springwater Township	\$400 (non-refundable)
Ramara Township	\$1,105.00 to \$4,515.00 (range small-scale to complex)
Bradford West Gwillimbury	\$1,595.00 (non-refundable)

Essa's current fee for Pre-Consultation is \$200.00. This fee is low when compared to other municipalities within Simcoe County. The Township wishes to provide applicants with initial high-level comments from internal departments, confirm what Planning Applications would be required for the development to be considered by Council, raise any issues of concern, and provide a required studies/reports list, alongside comments from the County of Simcoe and the Nottawasaga Valley Conservation Authority (NVCA). This will assist in the administration and facilitation of processing the proposed development.

Due to the amount of Staff work and time the Township will be expending on the Pre-Consultation Meetings, it is suggested that a fee of \$750.00 be required for all general planning applications. This figure has been derived by taking into account the work required for the execution of a successful Pre-Consultation Process, the rate of the Township of Essa's other Planning Application Fees, as well as the fees that local municipalities charge for this service. Where local municipalities have lower Pre-Consultation Fees, their other Planning Application Fees are higher than Essa's current and proposed Planning Application Fees, therefore this Pre-Consultation Fee is financially appropriate, all things considered.

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4c

Financial Impact of Pre- Consultation Fees

Implementing a mandatory Pre-Consultation Process, with a fee for general planning applications of \$750.00, would provide an additional and essential revenue stream for the Planning and Development Department.

When comparing the number of applications received in 2018, a total revenue of \$11,250.00 could have been generated from the proposed \$750.00 Application fee that would have been collected through the requirement for a mandatory Pre-Consultation Process.

To Staff's knowledge, there were no Pre-Consultation fees collected in 2018. Even at the current \$200.00 Pre-Consultation Application Fee rate, if this was a mandatory fee, the Township would have collected approximately \$3000.00 in revenue. See Table 'B' below. Due to the voluntary nature of the Pre-Consultation Process, there has been a consistent loss in necessary revenue.

Table B: Potential Revenue from Pre-Consultation Application Fees in 2018

Application Type	Number of Applications Received	Fees Collected In 2018	Total Potential Revenue (@\$750.00/Application)
Official Plan Amendment	5	0	\$3750.00
Zoning By-law Amendment	9	0	\$6750.00
Site Plan Approval	0	0	\$0.00
Draft Plan of Subdivision/Condominium	1	0	\$750.00
Totals:	15	0	\$11,250.00

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Year-to-date, a total of \$400.00 has been collected for Pre-Consultation Fees in 2019. These fees were collected in July and August for two pending Site Plan Applications. There have been a total of 15 Planning Applications submitted year-to-date, and if this process was mandatory in accordance with the recommended \$750.00 fee, the Township would have been in receipt of an additional \$8,800.00 in revenue, as further outlined in Table 'C', below.

Table C: Potential Revenue from Pre-Consultation Application Fees in 2019

2019 Applications	Pre-Consultation Fee (Type)	Total Revenue
Z1-19 through Z5-19, five (5) Zoning By-law Amendment Applications	\$750.00 (General)	\$3,750.00
SP1-19 through SP6-19, six (6) Site Plan Applications	\$750.00 (General)	\$4,500.00
Site Plan Meeting (yet to be submitted) 203 Barrie St	Requested	750.00
Total Revenue:		\$9,000.00

Further consideration of incrementally increasing fees for Planning Applications has also been identified, see Attachment 'B', Table B: Planning Application Fee Chart. Essa's fees are significantly below those of neighbouring municipalities. Increasing these fees would assist the municipality in recuperating Staff time and resources that are provided prior to, and during the processing of any new planning submissions alongside generating necessary revenue to the municipality.

FINANCIAL IMPACT

Implementing the recommended increase in Planning Application Fees will create a positive financial impact to the Township of Essa by increasing funding and revenues to the municipality.

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4C

SUMMARY/OPTIONS

Council may:

1. Take no further action.
2. Receive this Report for information and direct staff to organize and execute a Public Meeting on the recommended fees charges.
3. Direct Staff to take action/comment on concerns that Council may have.

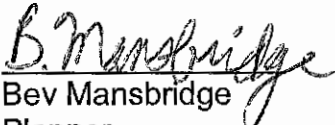
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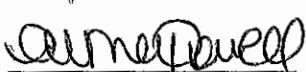
Option 2 is recommended.

Prepared by:

Respectfully submitted by:

Reviewed by:


Bev Mansbridge
Planner


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


Colleen Healey-Dowdall
CAO

Attachments:

- A. Table A Planning Chargeback and Increase to Fees
- B. Table B Planning Application Fees

ATTACHMENT A

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TABLE A PLANNING CHARGEBACK FEES AND NEW FEES

TYPE OF APPLICATION	CURRENT FEE	PROPOSED FEE	COMMENTS
CHARGEBACK FEES			
Chargeback Fees (Planning Staff)	Hourly rate	\$75.00 / hr	As an hourly rate had not previously been outlined, this fee would reflect potential staff time of any of the 3 planning staff members
Inspections/Site Visits conducted by Planning Staff	N/A	\$100.00	This would account for staff time spent on required inspections
NEW FEES			
Notice Signs	N/A	\$75.00	This would be charged to the applicant to assist in replacement of signs
PRE-CONSULTATION FEE			
Pre-Consultation Fee	\$200.00	\$750.00	As discussed in separate staff report

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ATTACHMENT B

Table B PLANNING FEE CHART

Planning Fee Chart	Essa Original	Essa UPDATE	Recommended
Zoning Compliance	\$25.00	\$50.00	\$75.00
Rush Compliance	\$40.00	\$80.00	\$100.00
Lift Holding Zone	\$1,000.00	\$1,000.00	\$1,200.00
Zoning By-Law Amendment	\$1,500.00	\$3,000.00	\$5,000.00
Zoning By-Law Amendment minor	\$1,500.00	\$1,500.00	\$2,000.00
Official Plan Amendment	\$1,500.00	\$3,000.00	\$5,000.00
Official Plan Amendment Minor	\$1,500.00	\$1,500.00	\$2,500.00
General Amendment			\$1,000.00
Temporary Use By-law	\$1,500.00	\$3,000.00	\$4,000.00
Subdivision/ Condo Applications	\$2,500.00	\$5,000.00	\$7,000.00
Subdivision / Per Lot			\$50.00 / lot
Condo Application	\$2,500.00	\$5,000.00	\$6,000.00
Draft Plan Conditions Extension	\$1,000.00	\$2,000.00	\$2,200.00
Draft Plan Red-line Revisions	\$1,000.00	\$2,000.00	\$2,200.00
Reactivation Fee	\$1,000.00	\$1,000.00	\$1,200.00
Site Plan or Development Agreement	\$2,000.00	\$2,000.00	\$3,000.00
Site plan agreement minor			\$1,000.00
Site plan Amendment minor	\$200.00	\$200.00	\$500.00
Site plan Amendment Major		\$2,000.00	\$2,500.00
Minor Variance	\$350.00	\$750.00	\$900.00
Minor Variance complex			\$2,500.00
Consent	\$1,000.00	\$2,000.00	\$2,500.00
Copy of Official Plan hard copy	\$50.00	\$50.00	\$100.00
Copy of Zoning Bylaw	\$50.00	\$50.00	\$100.00
Pre-Consultation	N/A	\$200.00	\$750.00
Subdivision - Per Lot Charge	N/A	N/A	\$150.00

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TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: PD042-19

DATE: September 4, 2019

TO: Committee of the Whole

FROM: Aimee Powell, BURPI., MPA, MCIP, RPP
 Manager of the Planning and Development Department

SUBJECT: Zoning By-law Amendment Application - 150 Mill Street

RECOMMENDATION

That Staff Report PD042-19 be received; and

That Council allow staff to proceed with scheduling a public meeting, and the continued processing of the subject Zoning By-law Amendment.

BACKGROUND

The property located at 150 Mill Street, in the community of Angus (herein referred to as the 'subject lands') is currently zoned as 'Core Commercial (C2)' under the Township's Zoning By-law 2003-50, as amended.

The Township is in receipt of a complete application submission for a Zoning By-law Amendment (ZBA) to permit a car wash as an accessory use to an auto service station on the subject lands, which requires special provisions to the C2 Zone. Additional special provisions for the proposed use, including access and required queuing space, are detailed in Table 1 of this report.

4d

Table 1: Special Provisions

Request	C2 Zone Standard	Required Provisions
An Automatic Car Wash	Not Permitted	To permit a Car Wash as an accessory use to an automobile service station.
Shared Access from Mill Street with 160 Mill Street.	N/A	To permit a shared access from Mill Street, of 9 metres in width, with 160 Mill Street. 4.5 metres provided on either side of the shared lot line.
Waiting Lane (Queueing Lane) for an Automatic Car Wash	No provision	To permit a minimum of 10 waiting spaces (queueing spaces) in a one-way driveway of 6 metres in length and 3 metres in width.
Waiting Lane (Queueing Lane) for a Drive-Through Restaurant	No provision	To permit a minimum of 10 waiting spaces (queueing spaces) in a one-way driveway of 6 metres in length and 3 metres in width.

In the Spring of 2019, an application for Site Plan Control was submitted under Township file SP2/19 for 150 Mill Street. This Site Plan continues to be processed by Township Staff and the Site Plan Agreement is in its draft form. This application for a ZBA at 150 Mill Street, is recorded as application no. Z5/19, and was received on July 17, 2019 and deemed a complete submission on July 31, 2019.

COMMENTS AND CONSIDERATIONS

This application should be considered together with the previously submitted application SP2/19. It is understood that currently the applicant is revising the previously submitted Site Plan for SP2/19 to better reflect the requested amendment through application Z5/19. Staff have sent the applicant comments with regard to SP2/19, and are currently awaiting the revised Site Plan which should identify the proposed location of the car wash. From Staffs' initial review of both SP2/19 and Z5/19 the following comments should be considered by the Applicant:

- Appropriateness of use, in comparison to the surrounding land uses;
- Site configuration and functionality; and
- Support or request for further consideration of zoning variances.

The revised Zoning By-law Amendment Concept Plan has been submitted to Township Staff to support Z5/19. Attachment 'A' has been included to this report for Council review. Attachment 'B' provides the location of the 150 Mill Street in relation to the community of Angus.

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FINANCIAL IMPACT

All costs associated with the subject development are to be borne by the applicant/developer.

SUMMARY/OPTIONS

Council may:

1. Take no further action.
2. Allow staff to proceed with scheduling a public meeting, and the continued processing of the subject Zoning By-law Amendment.
3. Direct staff in another manner.

CONCLUSION


Option #2 is recommended.


Prepared by:

Respectfully submitted by:

Reviewed by:


Liam Munnoch BURPI
Junior Planner


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


Colleen Healey-Dowdall
CAO

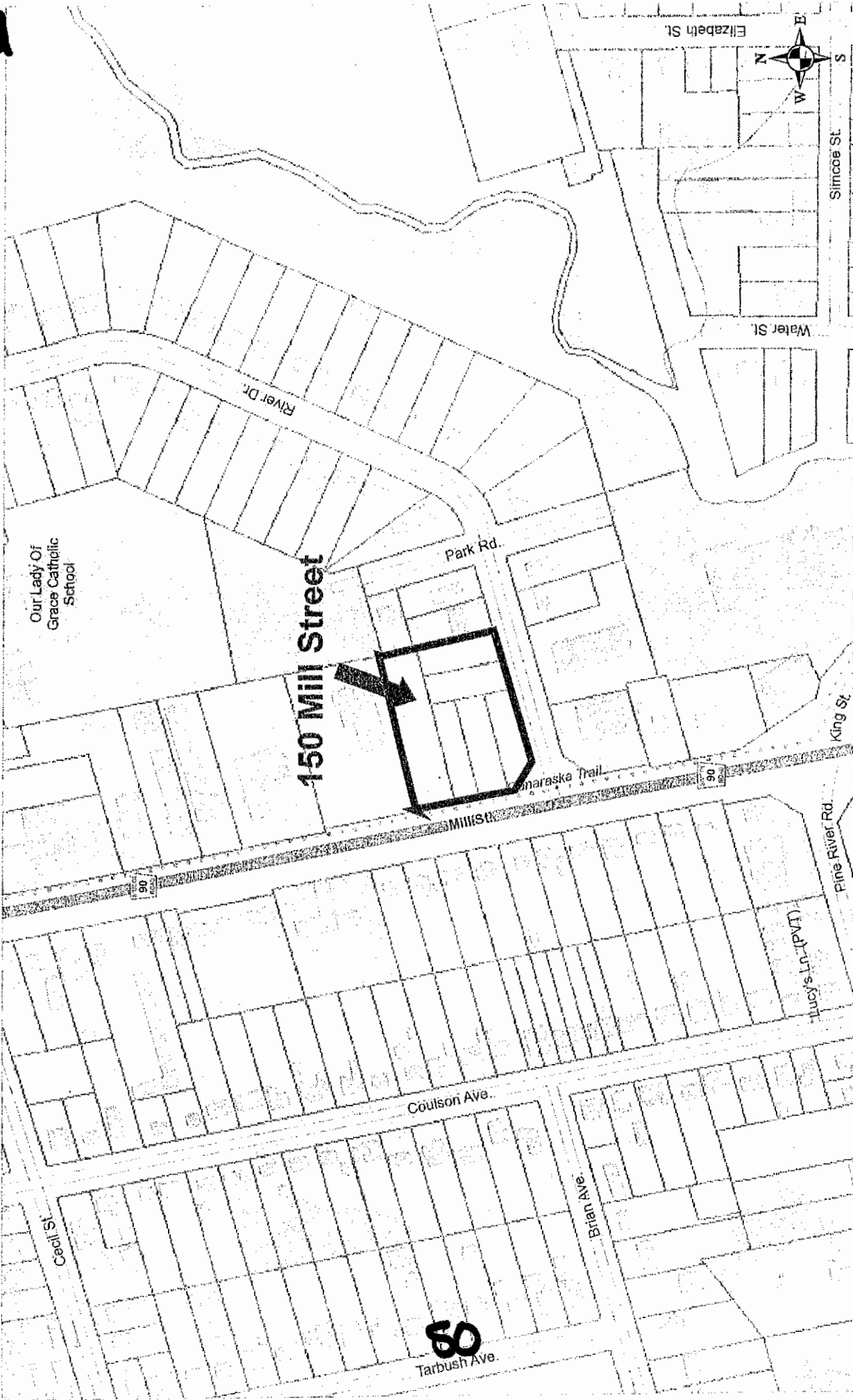
Attachment:

- A. Zoning By-Law Amendment Concept Plan
- B. 150 Mill Street – Key Map

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150 Mill Street - Key Map

4d



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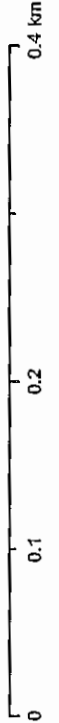
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August 28, 2019





TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: PD043-19

DATE: September 4, 2019

TO: Committee of the Whole

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

SUBJECT: 2019 Simcoe County Age- Friendly Municipal Grant Program

RECOMMENDATION

That Staff Report PD043-19 be received; and

That Council consider passing a resolution indicating support for 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.

BACKGROUND

The total population in the Township in 2016 was 21,080, with 2,210 of that population being 65 years and older. It is the Township's goal to consider not only those 65 years and older, but also those 55 years and older when planning for seniors. While it is believed the majority of seniors live within the communities of Angus and Thornton, many live in rural areas of the Township, which represents a unique challenge in the efficient and effective delivery of senior-specific services. The Simcoe County Age-Friendly Municipal Grant program was developed to assist local municipalities of the County of Simcoe to support aging populations through conducting community needs assessments and undertaking projects that enable seniors to age in place which in turn facilitates the creation of age-friendly communities.

The origins of the need to create Age-Friendly Communities in Simcoe County builds on findings from the World Health Organization's Age-Friendly Cities and Simcoe County Positive Aging Strategy: Older Adults Strengthening our Communities. Through these studies, it has been determined that there are eight dimensions that are central to creating an Age-friendly Community. These dimensions are:

4e

1. Outdoor Spaces/Buildings
2. Transportation
3. Housing
4. Social Participation
5. Respect/Social Inclusion
6. Civic Participation/Employment
7. Communication/Information, and
8. Community Support/Health Services

Supporting municipalities to become Age-Friendly Communities was initially funded by the Ontario Government and has led to the development of many new partnerships and collaborations and has identified many opportunities to address some of the highest priorities for seniors.

During the County of Simcoe's 2019 Budget process, the County of Simcoe's Staff requested and received approval for the County to allocate \$50,000 annually to provide Age-Friendly Community Municipal Grant funding to lower-tier municipalities to help support local Age-Friendly Community planning. Through this budget, the Township of Essa is eligible to apply to be in receipt of funding to start Age-Friendly initiatives locally.

There are two streams of funding available from the County. Each stream provides a maximum grant of \$10,000. The first stream supports the development of community assessment plans in order to enable seniors to age in place and to facilitate the creation of Age-Friendly communities. The second stream of funding includes the implementation of recommendations that would be concluded in the Needs Assessment, and supports local projects that enable seniors to lead active, healthy lifestyles, age in place, and facilitate the creation of Age-Friendly Communities.

The Township of Essa's Planning and Development Department is proposing to apply for the maximum amount that can be awarded in stream one of the County of Simcoe's Age-Friendly grant program. This funding would be allocated towards the creation of a Community Needs Assessment of Senior's in the Township of Essa. This Needs Assessment would allow the Township to identify, plan for, and address the needs and priorities of older adults in our local community.

Once the Age-Friendly Needs Assessment has been completed, the Planning and Development Department would then be able to take the recommendations from this Study and plan and budget for the implementation of said recommendations for future budget years. Stream two is an optimal funding mechanism for the implementation of these recommendations that Staff aim to pursue in 2020.

COMMENTS AND CONSIDERATIONS

The County advises that people are living are living longer, healthier lives. To prepare for this demographic change and to accommodate the growing aging population, the Township wishes to prepare an Age-Friendly Strategy that includes a framework that will help community stakeholders identify, plan for and address the needs and priorities of

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older adults. Making communities more Age-Friendly is necessary to help promote the overall well-being and contribution of aging residents.

The subject grant funds will be used to complete an Age-Friendly Community Assessment that will take into consideration the needs of older adults within the Township. Its' implementation will benefit public spaces and the urban centres of Angus and Thornton because they are our largest communities. In order to facilitate the Needs Assessment, Township Staff have engaged Ryerson University's School of Urban and Regional Planning to participate in a Studio Course where the Township would act as a Client to a Student Consulting Group on this project, as a cost effective and resource efficient means to complete the necessary Assessment. These Students will be required to compile background information, research, establish a project Steering Committee, and design, implement and evaluate responses from a Community Survey focussed on Age-Friendly Planning. Should there be any remaining funds from the Stream 1 Grant, Staff recommends sending out an RFP for procurement of a consultant for the creation of an Age-Friendly Community Plan. In order to implement the recommendations and strategic direction of the Needs Assessment and Community Plan, Staff plan on applying for funding under the parameters of Stream 2 of the Grant, in Q3 of 2020.

A detailed budget indicating the proposed expenditures and that aligns with the proposed activities outlined in the application form has been attached to the report as Appendix 1. Given that this project also requires direct participation from seniors, and collaboration with partners, the Township's Healthy Community Committee will also be a partner for this project. The Planning and Development Department would also create a steering committee to be directly involved in the Age-Friendly Community Assessment, as well as create a survey for the community to provide feedback for initiatives the community would like to see regarding Age-Friendly. A complete Application to the County requires local government Council support for the current proposed activities and willingness to provide overall grant management. This application is due by September 15th, 2019 and confirmation of being successfully awarded the subject Grant is expected no later than 60 days after the Application deadline. The Township's draft Application form has been attached to this Report as Attachment A.

FINANCIAL IMPACT

The Grant will contribute a maximum of \$10,000 to the municipality to cover eligible costs associated with Stream 1. However, should the municipality not be awarded these funds, there are available funds within the Planning and Development Department's current Budget. With \$800.00 available from the advertising category, \$500.00 available from the printing category and \$500.00 from the mileage category. These available funds will allow for the Needs Assessment to be completed by the Student Research Consulting Team from Ryerson University.

The grant is awarded in two payments: 70% at the approval of the project and 30% when the project is complete, and The County has received the required final report including a financial summary.

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SUMMARY/OPTIONS

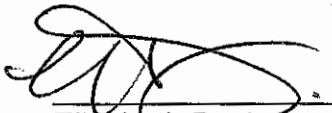
Council may:

1. Take no further action.
2. Consider approval indicating support for the current proposed activities and willingness to provide overall grant management.
3. Direct Staff to act in another manner considering the implementation of Age-Friendly initiatives.

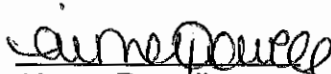
CONCLUSION

Option #2 is recommended.

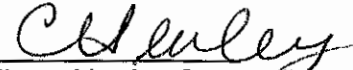
Respectfully submitted by: Reviewed by:



Elizabeth Davis
Building and Planning
Coordinator



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



Colleen Healey-Dowdall
CAO

Attachments:

- A. Application form for the 2019 Simcoe County Age-Friendly Municipal Age-Friendly Grant Program

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LONG TERM CARE AND SENIORS SERVICES

Attachment A

2019 Simcoe County Age-Friendly Municipal Grant Program

-APPLICATION -

Section 1: Municipal Applicant Information

Date August 19, 2019 Local Government Township of Essa

Completed by Elizabeth Davis Position Building and Planning Coordinator

Phone # 424-9917 Email edavis@essatownship.on.ca

Section 2: Address Information

Number 5786 Street County Rd. 21 Unit/Suite/P.O.Box _____

City/Town Utopia Province ON Postal Code L0M 1T0

Section 3: Project Information

Select: **Stream 1: AFC Assessment Process** **Stream 2: Age-friendly project**

Project Title Age-Friendly Community Assessment Plan

Project Start and end dates: Start September 2019 End June 2020

Total Project Costs: \$14,000.00

Section 4: Focus Area

Please indicate which age-friendly dimensions were the primary focus of the completed project:

- Outdoor spaces & buildings
- Transportation
- Housing
- Respect & Social Inclusion
- Social Participation
- Communication/Information
- Civic Participation, Volunteerism, employment
- All dimensions (needs assessment process)

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Section 5: Project Description

1. Provide a brief description of your project. If your applications is successful this wording may be used on the Simcoe.ca/age-friendly website:

The Township of Essa is looking to have a Community Needs Assessment of Senior's in the Township completed. This Needs Assessment would allow the Township to identify, plan for, and address the needs and priorities of older adults in our local community.

2. Describe your project in detail, including your objectives, making sure to address all the specific requirements in the Program & Application Guide:

The subject grant funds will be used to complete an Age-Friendly Community Assessment that will take into consideration the needs of older adults within the Township. Its' implementation will benefit public spaces and the urban centres of Angus and Thornton because they are our largest communities. In order to facilitate the Needs Assessment, Township Staff have engaged Ryerson University's Urban and Regional Planning Department to participate in a Studio Course where the Township would act as a Client to a Student Consulting Group on this project, as a cost effective and resource efficient means to complete the necessary Assessment. These Students will be required to compile background information, research, establish a project Steering Committee, and design, implement and evaluate responses from a Community Survey focussed on Age-Friendly Planning.

Once the Age-Friendly Needs Assessment has been completed, the Planning and Development Department would then be engaging a Consultant through a Request For Proposal to complete a comprehensive Age-Friendly Community Plan. This Plan would include the recommendations from the Needs Assessment and allow for the implementation of tangible community features that foster notable characteristics of an Age-Friendly Community.

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3. Who will benefit from your project? (geographic or demographic groups or communities)
 The Age-Friendly Community Assessment will take the needs of seniors into consideration which will translate into the development of policies, programs and services that benefit everyone in the community.

4. Describe the engagement of seniors – how are they involved in the project?
 Given that this project also requires direct participation from seniors, and collaboration with partners, the Township’s Healthy Community Committee will also be a partner for this project

5. Project Costs – List Budget details (expenses)

Budget Item	Anticipated Costs (\$)
Misc. Expenses (ex. travel/printing) (Paid by Township of Essa)	\$1000
Advertising (Paid by Township of Essa)	\$800
Consultant for the creation of the Age-Friendly Community Plan	\$12,000
Total Project Costs	\$14,000

Budget Explanations (optional)

6. How will you measure performance and track outcome?
 Measure deliverables against project objectives as outlined in project charter. Key performance indicators will be applied throughout the development and execution of the survey, the analysis of its results, the interim report and its results, the findings of the needs assessment and the the applicability of the recommendations resulting from the Age-Friendly Community Plan.

7. Describe project partnership/stakeholder information (if applicable)
 Parks and Recreation Department
 Steering Committee(Excl. seniors of Essa) Healthy Community Committee
 School Board
 Public meeting circulation
 Department of Public Works
 Accessibility Committee

Section 6: Grant Payment Information

Should you application be successful, this information will be used to make payment through direct deposit.

Organization Name Township of Essa

Street Address 5786 County Rd. 56 City/Town Utopia

Province ON Postal Code L0M 1T0

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DECLARATION

The applicant for the Simcoe County Age Friendly Municipal Grant does hereby:

- a. certify that all information contained in this application is true and complete in every respect.
- b. acknowledge that if the applicant knowingly makes a false declaration, the County of Simcoe shall have the right to cancel the approval and recover any paid funds.
- c. acknowledge that if the application is accepted it will not apply to work started or completed prior to final approval.
- d. authorize the County of Simcoe and/or its authorized representatives to contact the individual identified in Section 1, if clarification is necessary.
- e. consent to the collection, use, disclosure, transfer and exchange of information contained in this application for the purposes of verifying the validity and accuracy of the information provided and determining the eligibility of the applicant to receive the Age-Friendly Municipal Grant.

The applicant has read, understood and agrees to the terms and conditions listed above.

Dated this ___ day of _____, 20__.

Insert legal name of applicant

Per: _____

Name:

Title:

I have authority to bind the corporation

Notice of collection, use and disclosure

Personal information is being collected on this form pursuant to Section 107 of the Municipal Act and will be used to determine your eligibility for the Age-Friendly Seniors Housing Grant Program. Questions regarding the collection of this information and how it is used may be directed to the Project Coordinator, Performance, Quality and Development, County of Simcoe, 1110 Highway 26, Midhurst, Ontario L0L 1X0 (705)726-9300 ext. 1405.



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: PD044-19

DATE: September 4, 2019

TO: Committee of the Whole

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

SUBJECT: Proposed Telecommunication Tower, 329 Mill Street
Municipal Affairs Manager, Shared Network Canada

RECOMMENDATION

That Staff Report PD044-19 be received for information purposes; and

That Council consider approving an application for a proposed cell tower to be located at 329 Mill Street, Angus.

BACKGROUND

The Township have been notified by Shared Network Canada that a proposed Telecommunication Tower is to be located at 329 Mill Street, Angus (see Attachment 'A' to this Report). In this regard, the proposed 12 x 12 m compound enclosing the 55 foot tower will be accessed from Mill Street (approximately 100 m north of Mill Street), and along the west border of the property at 329 Mill Street. The location fronts Mill Street, and will lie to the north of the former Tow Truck compound, (now operating as an equipment rental retail store), and to the west of McKinnon Road (approximately 94 m). The proposed tower will be a tri-pole steel lattice structure with a pin-wheel and lightning protection and will also house a 3 x 3 m equipment cabinet which will be placed within the compound. The compound enclosure will have a height of 1.8 m safety chain linked fence topped with barbed wire (see Attachment 'B' attached to this Report). The current lands are located within an area regulated by the Nottawasaga Valley Conservation Area (NVCA) and the applicant was issued a NVCA Permit (2018-11070) dated August 16, 2019.

The purpose of installing a tower is to improve cellular and wireless services in the immediate area benefitting residents of Essa Township and specifically those within the Angus area. As per the requirements of the Department of Innovation, Science and Economic Development Canada for public consultation on the installation of Telecommunication Towers, the applicant must consult with the local municipality as well as the public. The Applicant has informed this office that public consultation took place via

mail-out to neighbours within a 165 m radius, on November 26, 2018 and was advertised in local newspapers on November 29, 2018 (in the Alliston Herald and Barrie Advance).

COMMENTS AND CONSIDERATIONS

In the past a public meeting was required as part of the public consultation process for Telecommunication Tower Applications, in addition, notice was to be advertised in a local newspaper advising its residents. However, the current requirements from Innovation, Science and Economic Development Canada (ISED) (formerly Industry Canada) no longer require a public meeting to be held.

The applicant is now seeking a concurrence letter from the municipality as the public process has taken place. Comments were invited from the public by the Applicant through the consultation process and although there were some neighbouring residents' concerns, the Applicant has decided to move forward with installation of the tower at this location.

An immediate neighbour had suggested an alternative location as CFB Borden, and had provided comments (December 2018) with concerns for height of the tower relating to ice storms and possible falling ice. As well, the resident had concerns that the tower was located in-town and adjacent his lands. The Township had provided names and addresses for neighbouring lands to the north of the proposed tower (lands behind 305 Mill Street) as a suggested alternative location.

The Township's Zoning By-law, By-law 2003-50, zones the subject land as "Core Commercial (C2) Zone" while the Official Plan designates the lands as "Commercial". The Township's Official Plan does not restrict telecommunication towers in commercial designations. This use would be permissible in accordance with the Township's Zoning By-law which stipulates per Section 4.12d) that "Nothing in this By-law shall prevent the use of any land for the erection or use of any building or structure for the purpose of a public service by the Corporation of the Township of Essa, any telephone or communications company, .." and as well (Section 4.24 regarding height restrictions) that "nothing in this By-law shall apply to prevent the erection of a ... communications tower ..." Provided that a mun provides a letter of concurrence in accordance with federal requirements.

Although there is somewhat of a residential mix to the neighbourhood (McKinnon Road properties), the proposed tower is to be situated in amongst a large commercial section at the east end of Angus and located across from a County forest. It would seem that the proposed use is appropriate as a large volume of traffic passes by the four-lane County Road (90) along this section of Angus and it is anticipated that many cell phone users travelling and employed at the commercial development, will directly benefit with placement of the cell tower at this location. The NVCA has provided copy of the NVCA Permit, therefore staff do not object to the proposed use and recommend Council to endorse the attached Letter of Concurrence.

FINANCIAL IMPACT

None. The proponent has provided the required \$1000 application fee to cover staff time.

of 60

SUMMARY/OPTIONS

Council may:

1. Take no further action, in effect denying the application.
2. Direct staff to provide the Letter of Concurrence correspondence to the applicant.
3. Direct staff as Council may wish.

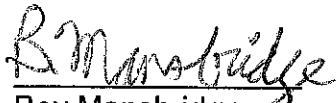
CONCLUSION

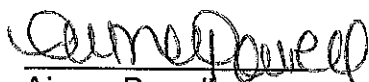
Option #2 is recommended.

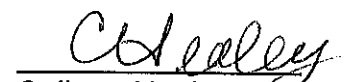
Prepared by:

Respectfully submitted by:

Reviewed by:


Bev Mansbridge
Planner


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


Colleen Healey-Dowdall
CAO

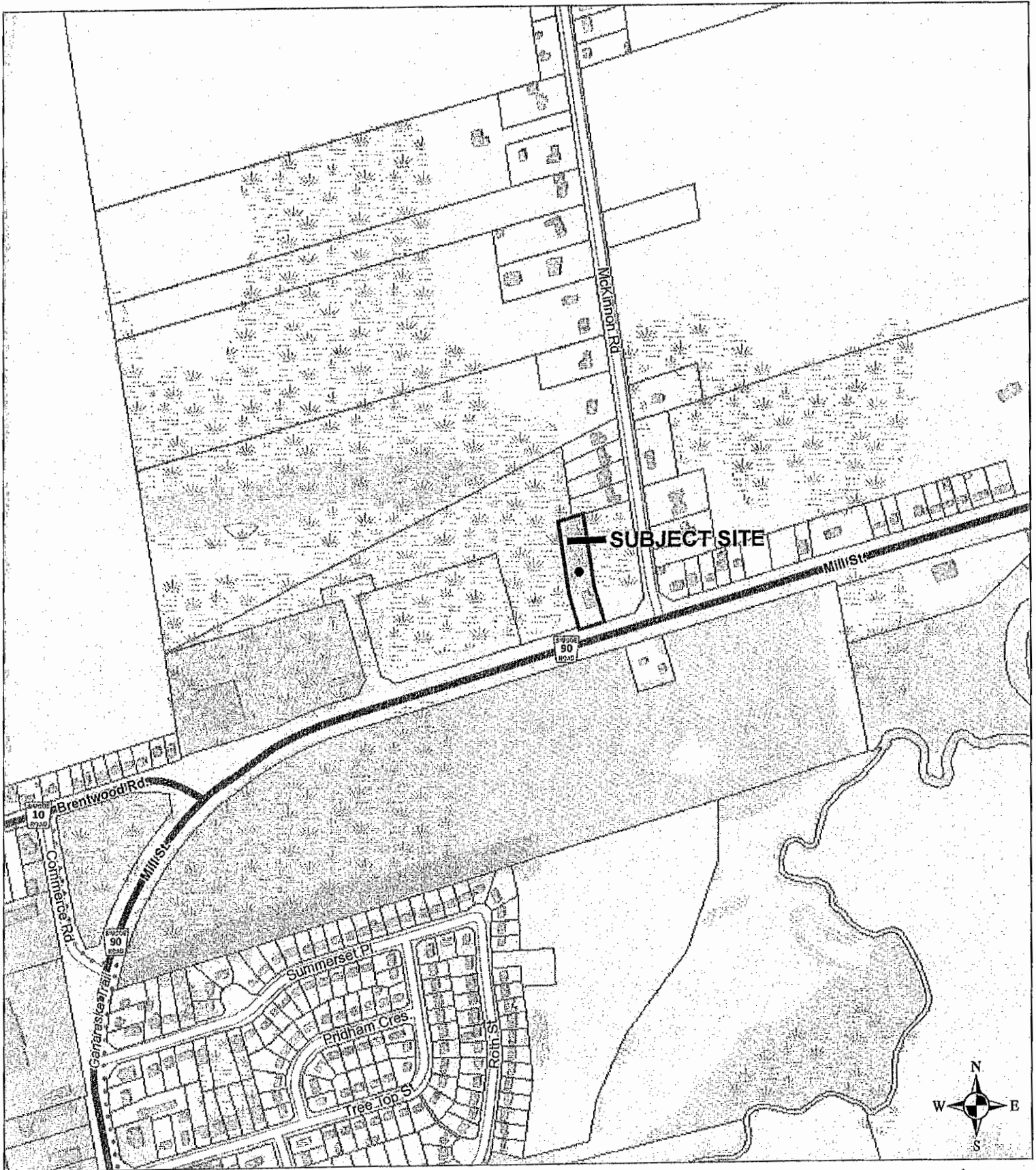
Attachments:

Attachment 'A' - Map – Property Report

Attachment 'B' - Map of Proposed Compound Layout and Site Location

Attachment 'C' – Concurrence Letter

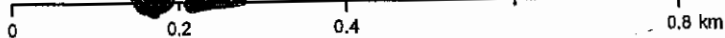
ATTACHMENT 'A' Proposed Telecommunication Tower - 329 Mill Street



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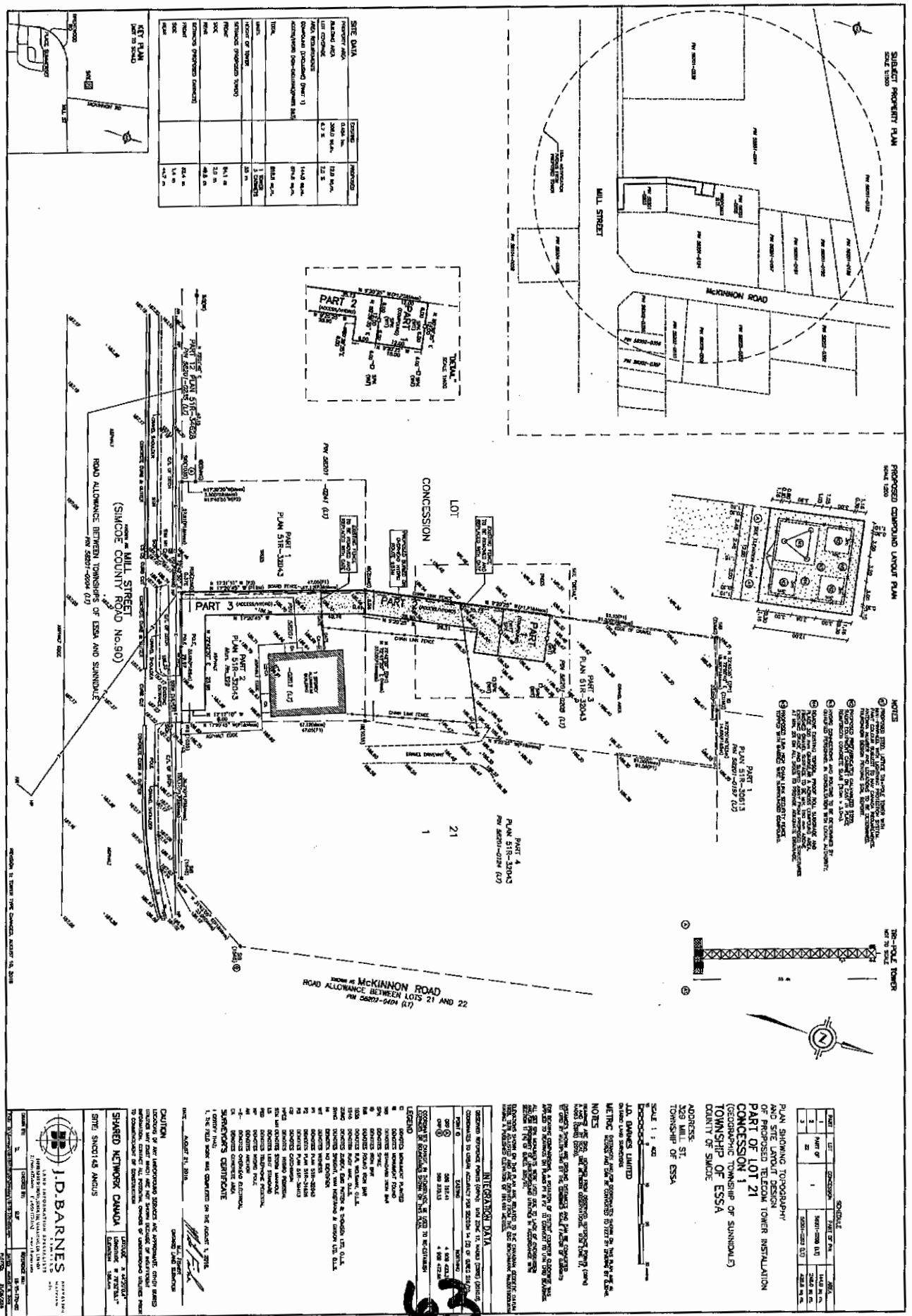
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April 3, 2019





ITEM	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
1	CONCRETE	1000	sq. m.	12.50	12500.00
2	STEEL	500	kg.	15.00	7500.00
3	WOOD	200	cbm.	100.00	20000.00
4	PAINT	50	liters	400.00	20000.00
5	LABOR	10000	hours	20.00	200000.00
6	EQUIPMENT	5	days	1000.00	5000.00
7	PERMITS	1	set	5000.00	5000.00
8	INSURANCE	1	year	1000.00	1000.00
9	UTILITIES	1	connection	500.00	500.00
10	LANDSCAPING	1	lot	1000.00	1000.00
11	MARKING	1	lot	500.00	500.00
12	TOTAL				250000.00

- NOTES**
- 1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
 - 2. ALL CONCRETE SHALL BE 20 MPa STRENGTH CONCRETE.
 - 3. ALL STEEL SHALL BE A36 GRADE.
 - 4. ALL WOOD SHALL BE TREATED TO PROTECT AGAINST INSECT DAMAGE.
 - 5. ALL UTILITIES SHALL BE DEPTH MARKED AND PROTECTED.
 - 6. ALL PERMITS SHALL BE OBTAINED PRIOR TO CONSTRUCTION.
 - 7. ALL INSURANCE SHALL BE MAINTAINED THROUGHOUT THE PROJECT.
 - 8. ALL LANDSCAPING SHALL BE INSTALLED PRIOR TO OCCUPANCY.
 - 9. ALL MARKING SHALL BE INSTALLED PRIOR TO OCCUPANCY.

J.D. BARNES
 PROJECT MANAGER
 1234 MAIN ST.
 MISSISSAUGA, ONT. L4Y 1A1
 TEL: (905) 566-1234
 FAX: (905) 566-5678
 www.jdbarnes.com

SHARED NETWORK CANADA
 1000 SHEPPARD AVE. E.
 UNIT 100
 MISSISSAUGA, ONT. L4X 1L3
 TEL: (905) 876-1234
 FAX: (905) 876-5678
 www.sharednetwork.com

DATE: August 21, 2018
SCALE: 1:1000
PROJECT: Proposed Compound Layout Plan
CLIENT: J.D. Barnes Limited

LEGEND

1	Proposed Building Footprint
2	Proposed Parking Lot
3	Proposed Driveway
4	Proposed Access Road
5	Proposed Stormwater Management
6	Proposed Landscaping
7	Proposed Marking
8	Proposed Utilities
9	Proposed Concessions
10	Proposed Other

NOTES

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9. ALL MARKING SHALL BE INSTALLED PRIOR TO OCCUPANCY.

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Corporation of the Township of Essa
5786 County Road 21
Utopia, Ontario
L0M 1T0



Telephone: (705) 424-9770
Fax: (705) 424-2367
Web Site: www.essatownship.on.ca

ATTACHMENT 'C'

September 4, 2019

Sean Galbraith, MCIP, RPP
Municipal Affairs Manager
SHARED NETWORK CANADA
275 Macpherson Avenue, Unit 103
Toronto, ON M4V 1A4

Dear Sir:

**Re: Proposed Telecommunications Installation
By Shared Network Canada at 329 Mill Street, Roll # 030-001-11250
Letter of Concurrence**

Further to consultation with the Township of Essa by Shared Network Canada, regarding Part Lot 21, Conc 1, Parts 2 and 3 51R32043, (formerly Sunnidale Township) Township of Essa, County of Simcoe, this will confirm that following a complete review of all documentation, the Township of Essa provides this Letter of Concurrence for provision in accordance with the Radiocommunications Act and Innovation, Science and Economic Development Canada procedure on Telecommunications (as per Guideline CPC-2-0-03), provided that Shared Network Canada obtains the proper building permit following approval and as well, agrees to provide the Municipality with dedicated space on the telecommunications tower should the Municipality, including its Fire Department, require space in the future.

Please note that any building erected shall be designed and maintained in general harmony with the buildings or structures permitted in the Commercial zone (per Sec 4.12d)3).

I trust the above is satisfactory, however, should you have any questions, please do not hesitate to call.

Yours truly,

Bev Mansbridge,
Planner

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TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: PD45-19

DATE: September 4, 2019

TO: Committee of the Whole

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

SUBJECT: Request to Enter into Pre-Servicing Agreement with
Brookfield Residential – 103 Denney Drive, Baxter

RECOMMENDATION

That Staff Report PD45-19 be received;

That Council consider authorizing Staff to enter into a Pre-Servicing Agreement with Brookfield Residential which pertain to all lands within Phase 1 and 2, and Part 1 of Plan 51R-41354 the development located at 103 Denney Drive, Baxter.

BACKGROUND

The Brookfield Residential development consists of 253 residential lots, a destination Park that has been dedicated to the Township, and a Stormwater Management facility. The subject development is located within the Settlement Area of Baxter. Brookfield has requested a Pre-Servicing Agreement be created. Staff has had the Agreement created to encompass all pre-servicing throughout Phases 1 and 2 of the subdivision as well as Part 1 of Plan 51R-41354 of the Stormwater Management Pond. Plans showing Phases 1 and 2 and Parts 1-3 on Plan 51R-41354, the lands subject to the amended Agreement, are attached to this report.

COMMENTS AND CONSIDERATIONS

Staff has been working alongside the Developer to progress the completion of this development since 1999, however Brookfield purchased these lands in 2016. Staff believes that the subject development is proceeding at a good pace and that entering into the Pre-Servicing Agreement with the Developer will allow the Developer to continue to move towards completion of the development, within a reasonable timeframe. The agreement for water has been secured with the Town of New Tecumseth however the town now requires additional funds upfront from the developer.

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The Phase 1 Earthworks are well advanced and are expected to be completed early in the fall of 2019; completion of the remaining earthworks are expected to follow while pre-servicing activities are underway. The Ministry of Environment, Conservation and Parks approval is in place for the internal subdivision works and stormwater pond outfall, and is anticipated that the remaining approvals will be granted later this year for the sanitary sewage and stormwater works. Based on the approvals received to date, the commencement of pre-servicing works is appropriate at this time.

The Park can be developed once the storm servicing and storm sewer outfall are under construction to provide an appropriate gravity outfall. Works on Denney Drive are not being authorized at this time due to the proximity to the end of the construction season. Staff believes that it is not best to leave Denney Drive works unfinished over the winter. The Township's Engineer supports this pre-servicing authorization at this time; and although the cost estimates have not been approved to date, our Township Engineer provides estimated costs in the order of:

- Internal Phase 1 - \$1,800,000 (30% of approx. \$6,000,000)
- Internal Phase 2 - \$ 900,000 (30% of approx. \$3,000,000)
- External Sewer - \$972,500 (100%)

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

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

FINANCIAL IMPACT

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

SUMMARY/OPTIONS

Council may:

1. Take no further action, delaying the subdivision development.
2. Authorize Staff to enter into the subject Pre-Servicing Agreement with Brookfield Residential which will encompass both Phase 1 and 2 and Part 1 of Plan 51R-41354 of the development located at 103 Denney Drive, Baxter
3. Direct staff in another manner.

CONCLUSION

Options #2 is recommended.

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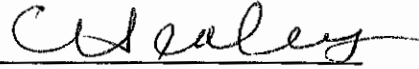
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Respectfully submitted by:

Reviewed by:



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



Colleen Healey-Dowdall
CAO

Attachments:

- A. Plans of Subdivision of Part of Lot 16 Concession 4, Phase 1 and 2
- B. Plan of Survey of Part of Lot 16 Concession 5, 51R-41354
- C. Draft Pre-Servicing Agreement

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ATTACHMENT A

5

PLAN 51M-

1. CERTIFY THAT THIS PLAN IS REGISTERED BY THE LAND REGISTRY OFFICE FOR THE LAND TITLES DIVISION OF SHAWCO (INC. 31) OF ... OFFICE OF THE ... 2015 AND DIVULGED IN THE PARCEL REGISTER FOR THE PROPERTY IDENTIFIED AND THE RELATED CONVEYANCE AND THE RELATED CONVEYANCE IS REGISTERED AS PLAN DOCUMENT NO. ... FOR THE LAND TITLES DIVISION OF SHAWCO (INC. 31)

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

J.D. BARNES LIMITED

OWNER'S CERTIFICATE - PLAN OF SUBDIVISION

1. THE SPECIAL USE PERMIT ... 2. THE SPECIAL USE PERMIT ... 3. THE SPECIAL USE PERMIT ...

C. L. MARSHALL FARMS LIMITED

NOTES

1. THIS PLAN IS A PLAN OF SUBDIVISION ... 2. THE SPECIAL USE PERMIT ... 3. THE SPECIAL USE PERMIT ...

INTEGRATION DATA

PLAN NO.	51M-1180
DATE	2015
REGISTERED	2015
REGISTERED AS	PLAN 51M-1180
REGISTERED BY	J.D. BARNES LIMITED
REGISTERED FOR	CONVEYANCE
REGISTERED IN	SHAWCO (INC. 31)
REGISTERED IN	ESSE
REGISTERED IN	SHAWCO

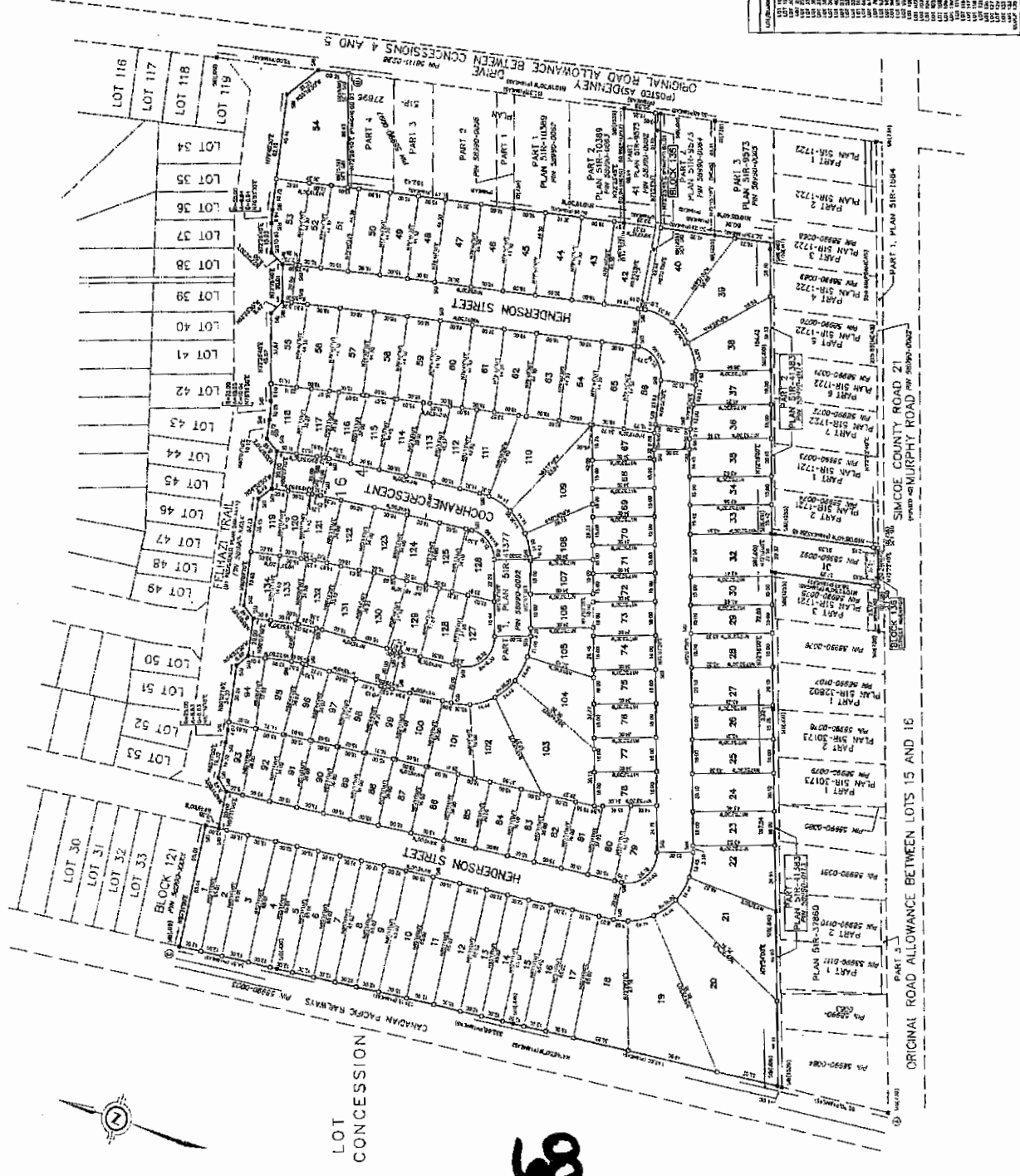
LEGEND

APPROVED UNDER SECTION 11 OF THE PLANNING ACT, R.S.O. 1990, CAP. 193

SURVEYOR'S CERTIFICATE

PRELIMINARY

J.D. BARNES LIMITED
1111-1113
1111-1113



CONTR. NO.	DATE	DESCRIPTION
1	2015	...
2	2015	...
3	2015	...
4	2015	...
5	2015	...
6	2015	...
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47	2015	...
48	2015	...
49	2015	...
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51	2015	...
52	2015	...
53	2015	...



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ATTACHMENT A

PLAN 5118-

I. CERTIFY THAT THIS PLAN IS REGISTERED IN THE LAND REGISTRY OFFICE FOR THE LAND DISTRICT OF ...
 A. ...
 B. ...
 C. ...
 D. ...
 E. ...
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PLAN OF SUBDIVISION OF
 PART OF LOT 16
 CONCESSION 4
 TOWNSHIP OF ESSA
 COUNTY OF SIMCOE

J.D. BARNES LIMITED

METRIC DIMENSIONS AND CONVERSIONS TO IMPERIAL UNITS
 OWNERS CERTIFICATE - PLAN OF SUBDIVISION
 THIS PLAN IS REGISTERED IN THE LAND REGISTRY OFFICE FOR THE LAND DISTRICT OF ...

C. L. MARSHALL FARMS LIMITED

NOTES

LEGEND

INTEGRATION DATA

REGISTERED

APPROVED

SURVEYOR'S CERTIFICATE

PRELIMINARY

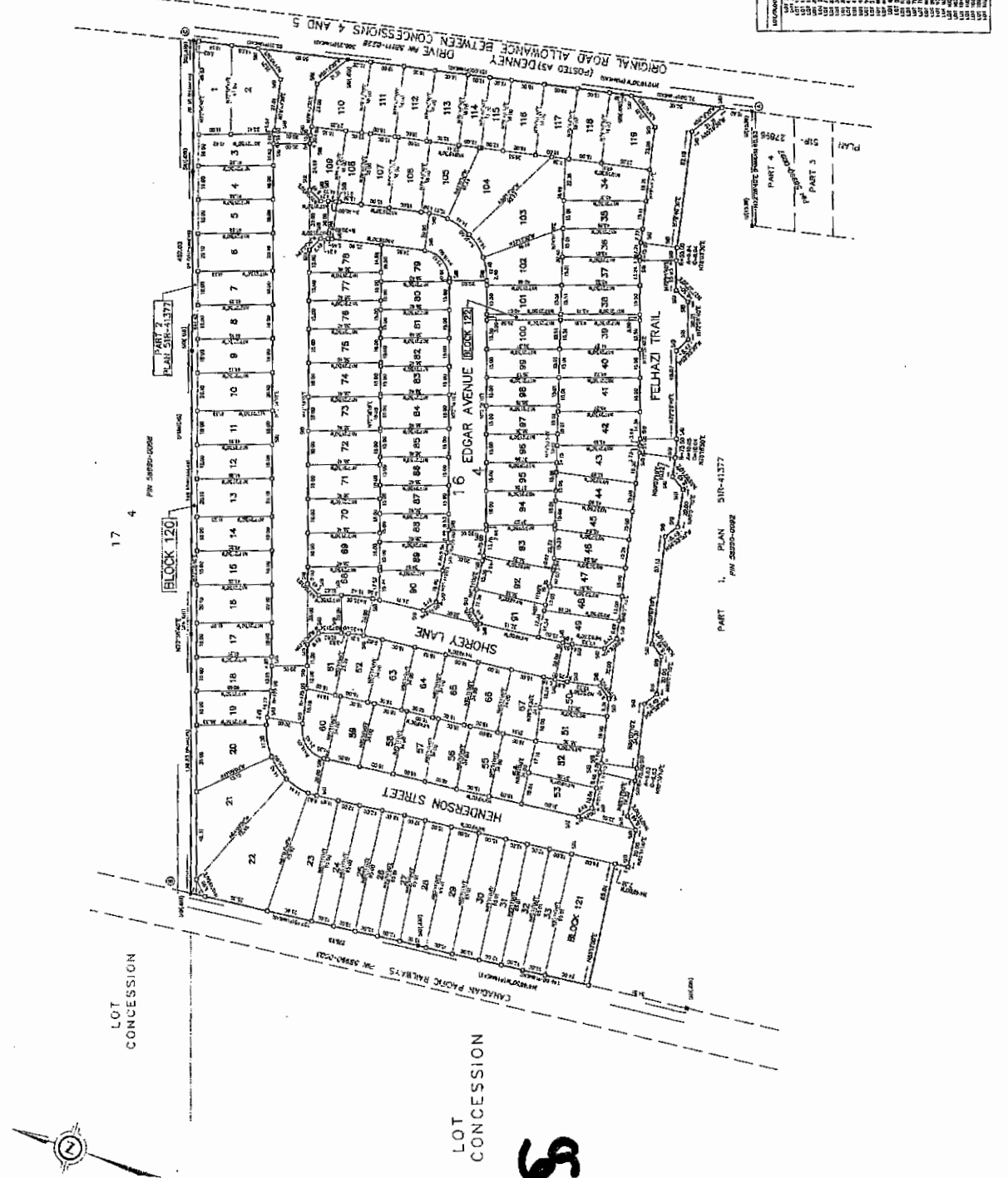
J.D. BARNES LIMITED

REGISTRY

PART 1
 PLAN 5118-40863

PART 2
 PLAN 5118-3187

PART 3
 PLAN 5118-3119



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

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.

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.

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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.

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- 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.

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- 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;

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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

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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.

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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 ESSA

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

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SCHEDULE "A"

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

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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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SCHEDULE "B-1"

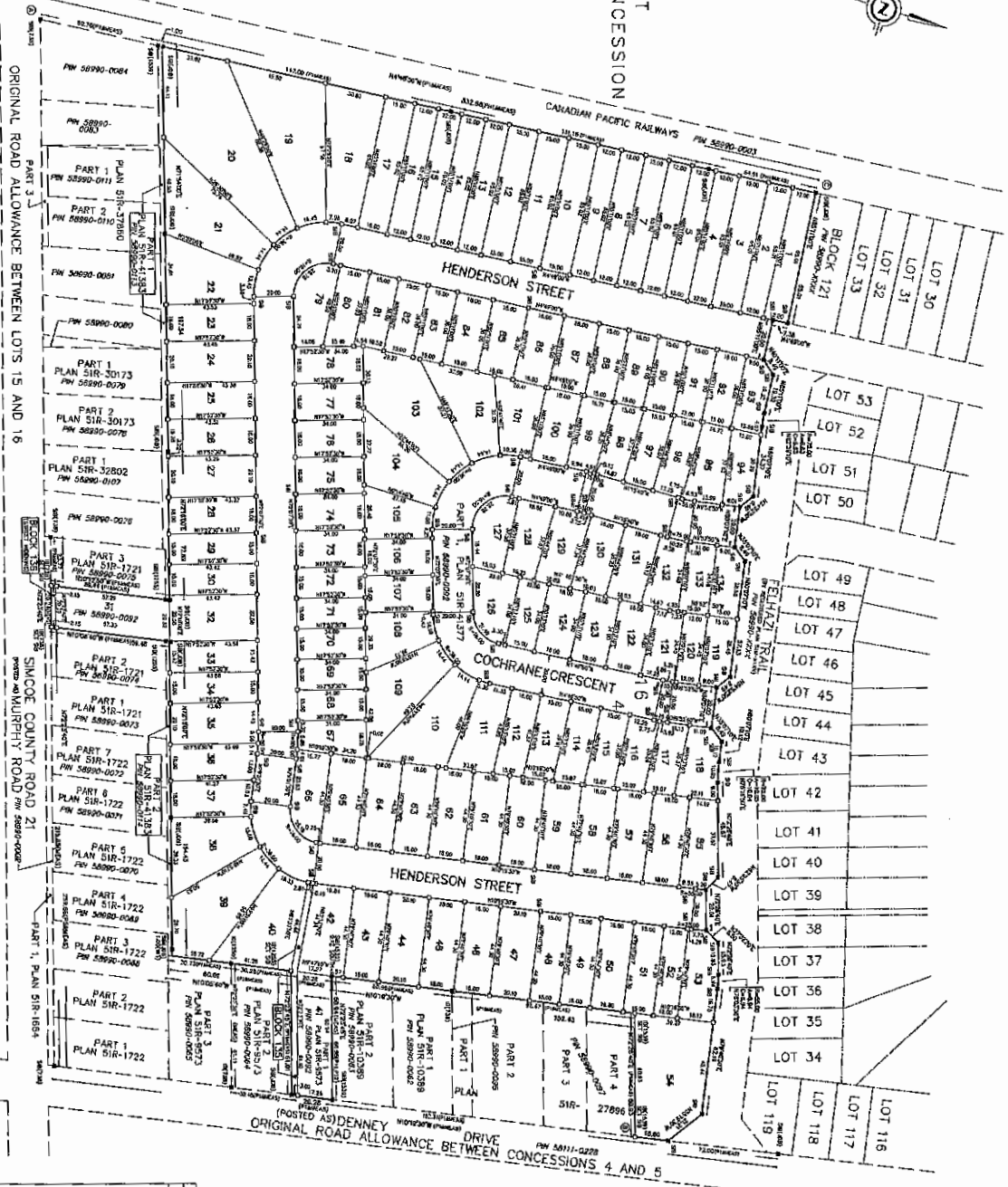
Note: it is understood and agreed that this Schedule forms part of The Corporation of the Township of Essa Pre-Servicing Agreement

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

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LOT
CONCESSION



LOT/SECTION	AREA	AC	COORD	REMARKS
1	1.14	0.00	1150	
2	1.14	0.00	1150	
3	1.14	0.00	1150	
4	1.14	0.00	1150	
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J.D. BARNES
 LAND INFORMATION SPECIALISTS
 1500 WESTERN AVENUE, SUITE 200
 CALGARY, ALBERTA T2P 1T3
 TEL: (403) 243-3333
 FAX: (403) 243-3334
 WWW: www.jdbarnes.com

PLANNING CERTIFICATE
 I, the undersigned, being duly qualified, do hereby certify that the above described land is suitable for the purposes stated therein and that the same is available for such purposes. This certificate is given in accordance with the provisions of the Planning and Zoning Act, R.S.A. 2000, c. 24, s. 36(1).
 DATED: _____

 PLANNING OFFICER

LEGEND

- PROPOSED PLANNING BOUNDARY
- EXISTING PLANNING BOUNDARY
- EXISTING LOT BOUNDARIES
- EXISTING ROAD BOUNDARIES
- EXISTING RAILROAD BOUNDARIES
- EXISTING WATER BOUNDARIES
- EXISTING UTILITIES BOUNDARIES
- EXISTING ADJACENT LANDS
- EXISTING ADJACENT CONCESSIONS
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- EXISTING ADJACENT CREEKS
- EXISTING ADJACENT BAYS
- EXISTING ADJACENT GULFS

NOTES

1. THIS PLAN IS A PRELIMINARY PLAN AND IS SUBJECT TO THE APPROVAL OF THE BOARD OF PLANNING AND ZONING.
2. THE BOARD OF PLANNING AND ZONING MAY REQUIRE THE SUBMITTER TO PROVIDE ADDITIONAL INFORMATION OR TO MAKE CHANGES TO THIS PLAN.
3. THE SUBMITTER IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
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EXPLANATION

CONTRACT ORIGINATOR: _____
 CONTRACT NUMBER: _____
 CONTRACT DATE: _____
 CONTRACT VALUE: _____
 CONTRACT TYPE: _____
 CONTRACT STATUS: _____
 CONTRACT LOCATION: _____
 CONTRACT DESCRIPTION: _____
 CONTRACT CONTACT: _____
 CONTRACT PHONE: _____
 CONTRACT FAX: _____
 CONTRACT EMAIL: _____
 CONTRACT WEBSITE: _____

C. L. MARSHALL FARMS LIMITED

OWNERS CERTIFICATE - PLAN OF SUBDIVISION

AD. BARNES LIMITED

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

PLANNING CERTIFICATE

PLANNING CERTIFICATE

PLANNING CERTIFICATE

PLANNING CERTIFICATE

PLANNING CERTIFICATE

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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)

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.

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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

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TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: PD046-19

DATE: September 4th, 2019

TO: Committee of the Whole

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

SUBJECT: Building Branch Resources Review

RECOMMENDATION

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.

BACKGROUND

The Township of Essa is in receipt of a recent letter of resignation from an employee in the Building Branch. This recent notice of resignation leaves the Building Branch operating at a reduced capacity that may impact business operations. Staff's priority continues to be the timely, professional and courteous delivery of customer service to the residents and land owners in the Township of Essa, which can be enhanced by seeking out other opportunities for contracted services for support, where appropriate.

COMMENTS AND CONSIDERATIONS

With the creation of this pending vacancy in the Building's Branch, the Planning and Development Department will be left with 1 Inspector, our Chief Building Official, until the Township completes a successful competition for her replacement. This situation further highlights the importance of the Township moving forward with retaining contract services, to support the Building Branch at this point in time, to ensure Staff are able to continue operations and meet the requirements of the Building Code when carrying out inspections and issuing Building Permits.

In an effort to increase efficiencies, reduce expenditures and cross-train staff while strengthening their competencies and contributions to the Township, the Planning and Development Department recommends a change to the current practice in which large

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building inspections are completed. Since the resignation of the past Chief Building Official, the Township retains MFAL, an engineering company, and RSM, a Building Code consultant, to review and inspect all large buildings (buildings which exceed 6,000 sq. ft.) under the requirements of the Ontario Building Code (OBC) given that the Township was left without qualified staff to fulfill required inspections. Staff recommends that the Township consider alternative and possibly more economical contract services to support the Building Branch.

One aim of the Department is to have Staff trained so that all inspections required under the OBC, can be done in a competent manner, in-house and covered under existing salary dollars, ultimately reducing consultant costs.

FINANCIAL IMPACT

Staff anticipate procurement of a Tender for temporary contract services to support the Building Branch will result in cost savings to the municipality in comparison to the current fees that incurred with existing contracting services. Attachment 'A' is a copy of the year-to-date costs incurred with the existing contractor supporting the Building Branch.

SUMMARY/OPTIONS

Council may:

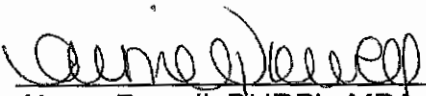
- 1. Take no further action.
- 2. Authorize Staff to advertise for temporary contracted services to support building operations until such time that all inspections can be carried out in-house.
- 3. Direct Staff in another manner Council deems appropriate.

CONCLUSION

Option # 2 is recommended.

Respectfully submitted:

Reviewed by:



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



 For Colleen Healey-Dowdall
 CAO

Attachment A

Attachment: Record of RSM Costs June 2018 to Present

RSM Invoices						
Date	Total Amount	# of Projects Reviewed	Plans Review Cost	Site Visit (HRS)	Site Visit Cost	HST Cost
Jun-18	\$220.35	1	\$195.00	0	0	\$25.35
Jul-18	\$650.88	1	\$576.00	0	\$0.00	\$74.88
Sep-18	\$1,124.15	1	\$195.00	3	\$799.82	\$129.33
Oct-18	\$345.96	0	\$0.00	2	\$306.16	\$39.80
Dec-18	\$3,735.36	1	\$2,530.50	5	\$775.12	\$429.74
Jan-19	\$923.40	0	\$0.00	5.25	\$817.17	\$106.23
May-19	\$1,126.54	1	\$996.94	0	\$0.00	\$129.60
Jun-19	\$1,258.32	2	\$1,113.55	0	\$0.00	\$144.77
Total	\$9,384.96	6	\$5,606.99	15.25	\$2,698.27	\$1,079.70

Total RSM Costs Since June 2018 = \$9,384.96* ← this figure would be reduced by over 50% according to Bill's offered rates.

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Corporation of the Township of Essa
5786 County Road 21
Utopia, Ontario
L0M 1T0



4i
Telephone: (705) 424-9770
Fax: (705) 424-2367
Web Site: www.essatownship.on.ca

John Ballantine, Mgr
Mun Finance Policy Branch
MAH
13th Floor, 777 Bay St
Toronto, ON M5G 2E5

Re: Proposed changes to O Reg 82/98

Dear Sir,

It is acknowledged that there is a need for more affordable housing across the Province and that Bill 108 is intended to adjust the framework in which housing developments are approved.

While we generally support some of the More Homes, More Choice Act reforms, we do have some concerns for its impact on Essa, and in particular, our revenue stream of development charges. Development charges are a major source of revenue for funding infrastructure needed to meet growth demands. At present, development charges typically cover 80% of the costs of growth-related capital. Property taxes then, often, subsidize the remaining cost of growth. In the past, most municipalities, including Essa, have adopted the philosophy that growth should pay for growth since developers benefit from development and in most cases, growth adds to the burden of municipalities (in terms of services). The new proposals would shift the focus away from developers, not entirely, but with the aim to assist developers.

Bill 108 wants us to migrate to a "community benefits charge" impacting on "soft services" such as those provided by parks and libraries. We are worried that small municipalities such as Essa (with limited resources) would find this extremely difficult given that a study must be carried out in order to qualify our soft services).

Municipalities across the Province are worried about the ability to recoup for growth-related projects since a municipality would not be guaranteed development charge funds/community

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benefits charges as a source of revenue which means that there is a risk that the taxpayer would be responsible to fund some growth-related items – this shifts some of the burden for development costs away from the developer. We are concerned that we would have to draft and pass a by-law to show the areas where the by-law would apply – having to make a case for the community benefits – what if developers disagreed? Also, this requires additional resources/staff time – something scarce in a small municipality such as Essa Township. (This will involve having to hire a consultant to prepare a background study/community benefits strategy.)

Spending monies collected in the same year may be difficult at times, depending on timing and the size of project, etc, and the whole new system would put an added strain on municipal staff. Spreading out collections is an administrative nightmare for municipalities.

Municipalities prefer the collection of development charges in dollars most meaningful to a project – advance commitment or payment can mean that we fall short when a project is actually built.

While we appreciate the Provincial government's intentions, some of the logistics related to the new community benefits charge are worrisome. We urge you to please consider leaving the collection of development charges for soft services alone, to better serve the residents of Ontario and your municipal partners.

Yours truly,



Mayor Sandie Macdonald on behalf of Council for the Township of Essa.

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TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: PR004- 19
DATE: September 4, 2019
TO: Committee of the Whole
FROM: Jason Coleman, Manager of Parks and Recreation
SUBJECT: Baxter Pitching Mound

RECOMMENDATION

That Staff Report PR004 -19 be received; and

That Council consider authorizing the installation of a permanent pitching mound for the Baxter Baseball Diamond during 2019, by awarding the contract to Marco-co Clay at a cost of \$4,668.31 (incl. HST); and

That the Manger of Parks and Recreation be authorized to arrange for the necessary work to be completed.

BACKGROUND

A request was made to the Parks and Recreation Committee at their meeting of May 29, 2019 by the Ivy Minor Baseball Association for consideration of a pitching mound being installed at the Baxter Baseball Diamond.

Subsequently at its meeting of July 3, 2019, Council passed Resolution CW146-2019 in respect of their consideration of the requested pitching mound:

Resolution No: CW146-2019 Moved by: Sander Seconded by: Henderson

*Be it resolved that Staff Report PR002-19 be received; and
That Council approve a permanent pitching mound for the Baxter Ball Diamond during the 2019 year.*

----Carried----

COMMENTS AND CONSIDERATIONS

As a result of Council's decision of July 3, 2019, the Manager of Parks and Recreation obtained three quotes from various sports turf management companies for costs associated with the installation of a permanent pitching mound.

The following is a summary of the results:

Mar-Co Clay	\$4,668.31 HST Incl
Dol Turf	\$5,749.07 HST Incl
Barber Sport Surfaces	\$15,573.00 Plus HST

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The advantage of proceeding with the installation of a clay pitching mound in the fall of 2019 is that it allows ample time for the clay to settle and firm up over the winter. As baseball starts right away in the spring, it would be efficient to have the mound already in place.

FINANCIAL IMPACT

Although the 2019 Budget did not include financial provisions for the cost of a permanent pitching mound, there are funds remaining in the 2019 Budget of which Council approved for works to be completed at the Baxter Ball Park (storage building, reinstallation of hydro, and maintenance).

The 2019 Council Approved Budget for the above-noted Project was \$22,000.00. The Year-to-Date Actual, after completion of the above-noted works, is \$18,000.00.

This leaves a surplus of \$4,000.00.

The financial impact for a permanent pitching mound in Baxter is \$4,668.31 (HST Incl.).

Staff is recommending that Council approve the pitching mound to be purchased from the remaining funds from the Baxter Storage Building Budget Program.



SUMMARY/OPTIONS

Council may:

- 1. Take no further action.
- 2. Proceed with Mar-Co Clay to install the pitching mound at \$4,668.31.
- 3. Purchase a pitching mound from another supplier.
- 4. Do not purchase a pitching mound from these quotations this year but defer this matter to budget time.

CONCLUSION

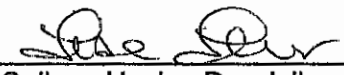
Staff recommends that option 2 be approved.

Respectfully submitted:

Reviewed by:



 Jason Coleman
 Manager of Parks and Recreation



 for. Colleen Healey-Dowdall
 Chief Administrative Officer



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: PW033-19

DATE: September 4, 2019

TO: Committee of the Whole

FROM: Bob Morrison, Manager of Public Works

SUBJECT: Winter Sand Tender Results

RECOMMENDATION

That Staff Report PW030-19 be received; and

That the tender received from _____, for the purchase, mixing and stacking of winter sand in the amount of \$ _____ be accepted and that the Manager of Public Works be authorized to arrange this work to be completed.

BACKGROUND

In the past we have screened our own winter sand from the pit on the 8th Line. There was a report to Council on Nov. 7, 2018 (PW042-18) to explain that it was not financially viable to continue with this process.

COMMENTS AND CONSIDERATIONS

The Tender documents were posted on the Biddingo website on Aug. 1, 2019 and closed on Aug. 30, 2019

There was a total of ___bids were received. The top 3 bids are summerized below.

Bidder	Total Tender
1.	
2.	
3.	

FINANCIAL IMPACT



Council approved \$207,500.00 in the 2019 Roads Maintenance Budget. There is \$148,715.37 remaining in this account.

SUMMARY / OPTIONS

Council may

1. Take no action
2. Award the tender to _____ in the amount of \$ _____ .
3. Do not award the tender to _____ and select another bidder to complete the work.

CONCLUSION

Staff recommends that option 2 be approved.

Respectfully submitted,

Reviewed by,

Bob Morrison,
Manager of Public Works

Colleen Healey-Dowdall
Chief Administrative Officer

Attachments:

1. Summary of Bidders

8a

From: Lee Bull <lbull@nvca.on.ca>

Sent: July 18, 2019 10:35 AM

To: Chris Hibberd <c.hibberd@nvca.on.ca>; Colleen Healey <chealey@essatownship.on.ca>; Peter Bruce <Peter.Bruce@rjburnside.com>

Cc: Aimee Powell <apowell@essatownship.on.ca>; Dave Featherstone <dfeatherstone@nvca.on.ca>

Subject: RE: SanDiego Homes LC BMT05432920S

Good morning everyone

Nottawasaga Valley Conservation Authority staff completed a site visit to the San Diego property with a representative of R. J. Burnside in November of 2017. At that time, it was noted that the Phragmites removal work associated with the restoration of the site had not been completed; we agreed that it could be completed in late spring of 2018 and requested a short report documenting work completed including photo documentation.

In light of the recent request to release the securities that were posted for the site restoration works, NVCA staff completed a site visit July 15, 2019 to ensure that the Phragmites removal work had been completed as no report documenting the work or photo documentation had been provided to us for our acceptance and sign-off on this matter.

Unfortunately, it appears that no action has been taken on this item. Tall (3 m +) stands of Phragmites are still present in the area indicated for management in 2017 (see both attachments to this email). In light of this NVCA staff respectfully suggests that it would be premature to release the letter of credit in its entirety as works against which the securities were posted are still outstanding. We could support a partial release of the LC; a 50% hold-back should suffice to complete the works associated with the Phragmites removal should the landowner default on this obligation.

It would be prudent for the landowner to complete the outstanding works related to the Phragmites as soon as possible and would respectfully suggest that their consulting team contact us with any questions regarding timing window restrictions and preferred and effective removal and disposal methodologies.

Do call with any questions.

Sincerely,

Lee J. Bull, MCIP, RPP | Manager, Planning Services

Nottawasaga Valley Conservation Authority
8195 8th Line, Utopia, ON L0M 1T0
T 705-424-1479 ext. 231 | F 705-424-2115
lbull@nvca.on.ca | nvca.on.ca



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TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: C025-19
DATE: September 4, 2019
TO: Committee of the Whole
FROM: Lisa Lehr, Clerk
SUBJECT: Proposed Amendment to Essa's Business Licencing By-law 2011-20 – Recreational Facilities-Event Venues

RECOMMENDATION

That Staff Report C025-19 be received, and

That Council consider approving an amendment to the Township's Business Licensing By-law 2011-20 to include Schedule 8 B "Recreational Facilities-Event Venues" as attached; and

That the appropriate By-law be brought forward for Council's consideration, once appropriate Notice has been provided to the public.

BACKGROUND

At its meeting of February 6, 2019, Council passed the following in respect of the addition of Wedding Barns to its Business Licensing By-law:

Resolution No: CW014-2019 **Moved by:** White **Seconded by:** Smith

*Be it resolved that Staff Report PD010-19 be received; and
That Council does consider amending its Business Licensing By-law to include wedding barns, event centres and conference facilities in amongst other commercial recreational facilities that require licensing to allow for municipal control over uses to ensure that there is no nuisance impact on neighbours and the community and to help ensure public safety.*

----Carried----

*(**Attachment No. 1 provides Council with a copy of Staff Report PD010-19 "Business Licensing")*

As Council is aware, Section 150 of the Municipal Act, 2001, as amended, grants municipalities the authority to license businesses specific to trades and occupations (in amongst other categories). Section 153 limits municipalities from refusing to grant a license for a business by reason only of the location of the business. The Act expands by stating that a "by-law providing for a system of licenses for a business may require as a condition of obtaining, continuing to hold or renewing a license *that the business comply with land use control by-laws or requirements under the Planning Act or any other Act*".

///

COMMENTS AND CONSIDERATIONS

The purpose of a Business Licensing By-law is to ensure that:

- a) Business Owners/Operators are adhering to municipal Land Use Regulations and Zoning Restrictions; and,
- b) Public Safety is being addressed through regular building, fire and health inspections; and,
- c) Business Owners/Operators are adhering to Provincial regulations (ie: AGCO and Public Health Units) with respect to the sale of liquor and food.

Business Licensing By-laws allow a municipality to regulate and/or have some form of control with respect to the business itself, allowing licenses to be revoked in the event that the business is not complying with certain aspects as listed above. Additionally, it authorizes the municipality to set limitations on the activity so as to not have a negative impact on surrounding properties (ie: hours of operation; allowable season; parking control; etc.) thereby assisting in prevention of "NIMBY" (Not-In-My-Backyard).

In the case of "Wedding Barns", the importance of implementing a Business Licensing structure is to permit wedding venues to occur on properties that are traditionally classified as agricultural, thereby allowing local farmers to convert old barns into facilities that will host events (such as weddings or conferences) and recoup additional income to assist with farming operations, which is supported by the Province. Additionally, licensing such facilities for event venues will ensure that the facility itself (wedding barn) is in safe condition for occupants to assemble.

In order to add a new subject to the current Business Licensing By-law, the Clerk's Department is proposing the following changes:

- a) Administrative Amendment to the current "Schedule 8 – Recreational Facilities"
 - o Amend to read as "*Schedule 8A Recreational Facilities-Recreational Activities*". This would still include the requirement for business owners/operators to obtain a business license for business or occupations where members of the public enjoy any pleasurable interest, activity, pastime or amusement (ie: Archery/Shooting Range, Arena, Bingo Hall, Driving Range, Flea Market/Trade Show, Go-Kart Facility, Golf Course, Indoor Entertainment/Play Place/Indoor Tournament, Motor Vehicle Racing, Outdoor Entertainment/Play Place/Outdoor Tournament, Paintball Facility, Petting Zoo, Privately owned Recreational Facilities, Arcades, Fitness Clubs, Circuses, etc.)
- b) Add a new "Schedule 8B Recreational Facilities-Event Venues".
 - o This schedule would apply to "any place of public assembly where members of the public gather together for the purpose of any meeting or entertainment where an admission fee is charged, or where after admission a charge is made or a fee is collected, or where the event is rented or leased by any person or organization for any such function such as weddings or conferences. (Applies only to properties zoned as Agricultural).

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Should Council wish to proceed with implementing a Business License for "Recreational Facilities-Event Venues" and in order to mirror other seasonal business licenses issued

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by the Township, it is proposed that the licenses for this category run from April 1st to March 31st each calendar year.

Attachment No. 2 contains a DRAFT of the Proposed Schedules, for Council's consideration. Upon review of the DRAFT Schedule, Council may wish to:

- Change the months for the season (ie: May 1st to October 31st each calendar year, etc.)
- Change the number of events per season (ie: from 30 wedding venues/conferences per season to 25 per season)
- Change the hours of operation
- Etc.

[For Council's information, it should be mentioned that the Clerks Department conducted research in respect of licensing Wedding Barns under provisions in its Business Licensing By-law. In order to provide Council with a vision of how Wedding Barns are licensed in other municipalities, the following points should be noted:

- *Municipalities in Ontario do not currently license "Wedding Barns" under their Business Licensing By-law. Rather, they grant the approval for "Wedding Barns" under their Zoning By-law(s).*
- *"Public Halls" and "Recreational Facilities" are included in the Business Licensing aspect of municipal Business Licensing By-laws, however these categories are in respect of recreational activities and entertainment and do not include "wedding venues" or "conferences".*

Additionally, research revealed that surrounding municipalities (Barrie, New Tecumseth, Adjala-Tosorontio, Bradford and Clearview) allow event venues such as wedding ceremonies to occur in barns via their Zoning By-laws; they just do not regulate the events via their Business Licensing By-law(s). The City of Barrie licensed public halls in previous years, but stopped doing so in 2009 at their Council's request. City of Barrie Council felt as though event venues (Special Occasion Permits) were highly regulated by other agencies and require annual inspections by the Fire Department, Building Department and Health Units. As such, their Council deemed that licensing through the Business Licensing By-law was not necessary.

FINANCIAL IMPACT

Business Licence Fees for Recreational Facilities are currently set at \$50.00 per season and are required to be renewed on an annual basis.

Additionally, Recreational Facilities are subject to pay for an annual Fire Inspection at a cost of \$50.00.

It is recommended that that the same fees and fee structure apply to "Recreational Facilities-Event Venues".

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SUMMARY/OPTIONS

Council may:

1. Take no further action.
2. **Approve an amendment to the Township's Business Licensing By-law 2011-20 to include Schedule 8 B respecting "Recreational Facilities-Event Venues" as attached; and, direct staff to bring forward the appropriate By-law for Council's consideration, once appropriate Notice has been provided to the public.**
3. Approve an amendment to the Township's Business Licensing By-law 2011-20 to include Schedule 8 B respecting "Recreational Facilities-Event Venues" as amended; and, direct staff to bring forward the appropriate By-law for Council's consideration, once appropriate Notice has been provided to the public.
4. Some other action as deemed appropriate by Council.

CONCLUSION

Staff recommends that Council approve Option No. 2.

Respectfully Submitted:



Lisa Lehr
Clerk

Reviewed By:



Colleen Healey-Dowdall
Chief Administrative Officer

Attachments:

- 1 – Copy of Staff Report PD010-19 "Business Licensing"
- 2 – Draft – Proposed Schedule "8B-Recreational Facilities-Event Venues"



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: PD010-19

DATE: February 6, 2019

TO: Committee of the Whole

FROM: Colleen Healey-Dowdall, Manager of Planning & Development

SUBJECT: Business Licensing

RECOMMENDATION

That Staff Report PD010-19 be received; and

That Council consider amending its Business Licensing By-law to include wedding barns, event centres and conference facilities in amongst with other commercial recreational facilities that require licensing to allow municipal control over uses to ensure that there is no nuisance impact on neighbours and the community and to help ensure for public safety.

BACKGROUND

Sections 150 – 165 of the Municipal Act allow for municipalities to license certain types of uses to provide for control to minimize nuisance impacts created from certain uses and to ensure for public safety. The types of businesses which Essa licenses are: dog kennels, exotic animal zoos, adult entertainment establishments, campgrounds, catering trucks, salvage yards, taxi businesses and recreational facilities.

There has been a lot of interest across the Province for wedding venues outside of churches, halls and resorts.

Other municipalities have set limits on wedding barns and event centres by controlling the following:

- Limit a wedding barn/event centre to 150 guests
- Limit weddings/events to occur between May 1st and October 30th
- Prohibit live bands
- Prohibit wedding ceremonies, allowing weddings only
- Prohibit outdoor use (events to take place inside the barn only)
- Require that barns be insulated
- Only allow insulated areas of a barn to be equipped with speakers

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- Speakers not to be directed towards neighbours
- Barn doors to not face neighbours
- Prohibit subwoofers and limit sound systems
- Require installation of a permanent sound system so that rentals do not bring along inappropriate speakers
- Require compressors and limiters
- Require multiple small speakers vs. 1 or 2 speakers which would operate at high volumes
- Prohibit march-in and march-out music

COMMENTS AND CONSIDERATIONS

Staff believes that Essa residents would be best protected from nuisance impacts by extra protection in the way of business licensing. Business licensing can control frequency of events, hours of operation, type of events occurring, guest limits, noise levels, health matters and fire safety. While Essa has many responsible business owners, it is also easy for properties to change hands, operations to change and for matters to start to negatively impact on neighbours. Essa recently had a less than ideal experience of this kind when the Sheila Morrison School changed over into a "youth rehabilitation" facility and then an addictions rehabilitation centre.

Requiring annual business licensing ensures that businesses are run responsibly in a manner so as not to impact on neighbours.

It is staff's recommendation that the Municipal Business Licensing By-law be reviewed and updated to include some new uses at the earliest possible opportunity so as to include potential new approvals. Note that municipal business licenses may be applied retro-actively.

FINANCIAL IMPACT

No cost to the Municipality. Business license fees are meant to re-coupe any staff time. The current business license fee for a golf course is \$50 and a Fire Inspection is \$100 or \$200 depending on the size of building to be inspected.

SUMMARY/OPTIONS

Council may:

1. Take no further action.
2. Consider amending its Business Licensing By-law to include wedding barns, event centres and conference facilities in amongst with other commercial recreational facilities that require licensing to allow a municipal control over uses to ensure that there is no nuisance impact on neighbours and the community and to help ensure for public safety.
3. Direct staff as Council wishes.

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CONCLUSION

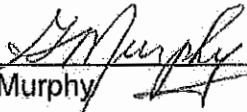
Option #2 is recommended.

Respectfully submitted:

Reviewed by:



Colleen Healey-Dowdall
Manager of Planning & Development



Greg Murphy
CAO

Attachments: None.

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TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: C028-19
DATE: September 4, 2019
TO: Committee of the Whole
FROM: Lisa Lehr, Clerk
SUBJECT: Inclusion of Cats in "Animal Owner Responsibilities" - Canine Control By-law 2006-18

RECOMMENDATION

That Staff Report C028-19 be received.

BACKGROUND

At its meeting of June 19, 2019, Council received Staff Report C026-19 (Attachment No. 1), specific to the licensing of cats in the Township of Essa. Council opted to receive the Report thereby choosing to not license cats at that time, however Council requested a follow-up Report for its consideration in respect of amending the Township's current Canine Control Bylaw to include provisions for cats in respect of "Animal Owner Responsibilities".

[Attachment No, 2 contains a consolidated copy of the Township's current Canine Control By-law, as amended].

COMMENTS AND CONSIDERATIONS

The Clerk recently researched municipalities within the County of Simcoe to investigate restrictions contained in Animal Control By-law(s) specific to "Cat Owner Responsibilities". The following chart provides a reference point specific to cat restrictions in addition to responsibilities placed on cat owners:

Table with 5 columns: Municipality, Canine Licensing, Canine Owner Responsibilities in By-law (Y/NO), Cat Licensing, and Cat Owner Responsibilities in By-law (Y/N). Rows include municipalities like Adjala-Tosorontio, Barrie, Bradford, Clearview, Collingwood, Innisfil, Midland, New Tecumseth, Orillia, Oro-Medonte, and Penetang. A handwritten '118' is present in the table area.

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Municipality	Canine Licensing	Canine Owner Responsibilities in By-law (Y/NO)	Cat Licensing	Cat Owner Responsibilities in By-law (Y/N)
			If more than 2 cats reside at unit owner would require to register as Kennel License	**Did not respond to email and/or phone calls. Animal Control By-law has reference made to cats.
Ramara	Yes	Yes	No	No
Severn	Yes	Yes	No	No Animal Control By-law- Cats included in Provision of Needs <u>only</u> for basic necessities (food, water, shelter, etc.)
Springwater	Yes	Yes	Yes <i>**Staff have been requested to look at effectiveness and burdens; high probability of repealing licensing requirements</i>	Yes <i>**Staff have been requested to look at effectiveness and burdens; high probability of repealing their Cat Control By-law</i>
Tay	Yes	Yes	No	No
Tiny	Yes	Yes	No	No
Wasaga Beach	Yes	Yes	No	No Animal Control By-law -Only addresses # of cats per owner/household (3)

Should Council wish to amend By-law 2006-18, it could do so by considering the following:

- a. Amend the short form of the By-law to refer it from "Canine Control" to read "Cat and Dog Control" [Refer to paragraph 13 of By-law 2006-18].
- b. Add definitions under section 1 for "Domestic Cats" [Refer to Section 1 of By-law 2006-18].
- c. Restrict the number of domestic cats per owner / residential unit
- d. Amend Section 4 to include "Domestic Cats" under the section "Running at Large".
- e. Add Section 8.1 as "Cat Owner Responsibilities" and mirror this section to that of Dog Owner Responsibilities (Would have to address nuisance from noise, smell, etc., as well as seizure of cat(s), leashing/tethering requirements, stoop-and-scoop, etc.).
- f. Amend section 9 of By-law 2006-18 to include "cat" under the Provision of Needs section.
- g. Consider implementing fines similar to those listed in Set Fines and registered with the Attorney General for Canine Control [See Schedule C as well as Part I POA].

As opposed to amending the Canine Control By-law, another option available to Council is to enact a new By-law which would apply specifically to cat owners within the Township of Essa. The purpose of the By-law would be to advise citizens to be responsible cat owners, and could contain the provisions as follows (subject to change, per Council's direction):

- No household to contain more than six cats (excepting cats under the age of six months)
- No owner shall allow their cat to run at large
- All cats shall be inoculated with an anti-rabies vaccine; and
- All cats shall be provided with the necessities of life by its owner.

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Pros associated with implementing provisions specific to cats are as follows:

- Allows Township Officials to seize cats that are found roaming and/or trespassing, as well as from owners/households that house more than the specified number of domestic cats as would be decided upon by Council (may assist in hoarding situations).
- Clearly sets out responsibilities for cat owners that are consistent with dog owners (ie: Stoop-and-Scoop; Running-at-Large, leashing/tethering etc.).
- May improve welfare of domesticated cats.
- Having restrictions for leashing/tethering of cats may decrease roaming/trespassing complaints.
- Possible revenue-generation from fines, should Council wish to include fines for non-compliance.
- Council could set limit on number of cats per owner/household/residential unit, and require that cat owners have their cat spayed/neutered, which will eventually assist in decreasing overpopulation of cats.
- Cats found roaming would be picked up and taken to a shelter approved by the municipality.

Cons associated with implementing provisions specific to cats are as follows:

- Running-at-Large
 - Without licensing cats there is no way to distinguish a feral, stray or domestic cat found Running-at-Large.
 RESULT:
 - Increased calls for MLEO to pick up all cats in/around the municipality regardless of whether they were feral, stray or domestic cats.
 - High likelihood of cat slipping out of collar/harness.
- Stoop-and-Scoop
 - Unless MLEO witnesses cat owner not picking up after its cat, no ticket can be written – extremely difficult to prove if it were to proceed to court (ie: if cat owner was to fight the charge).
- Leashing / Tethering of Cat
 - High likelihood of low compliance for leashing/tethering cats
 - How do we know who the owner is in order to issue a ticket if cat is found roaming/trespassing?
 - Preconception that cats don't belong on leash; leashing/untethering is unnatural
 - Potential increase in calls of neglect/harm to cats that are tethered outside [ie: neighbour calling to MLEO complaining that cat is tethered in backyard for 20 hours/day (increase in complaints of cruelty to cat); howling and crying to get off leash (nuisance/noise)]
- Enforcement of By-law for regulating cats may result in a marked increase in surrendered cats.

Burdens to municipality that would result from implementation of provisions specific to cats are:

- Increase in expenses with Poundkeeper (Alliston and District Humane Society) to house and provide care and/or medical assistance for domesticated cats obtained by seizure and/or those Running-at-Large.

NOTE:

- We would have to verify with ADHS if they would house cats for Essa as it is not in the current contract;
- There is an overpopulation of cats across Canada (approximately 80% of animals in humane society(ies) are cats). Adoption Rates may not be very high.
- Possible tender would have to be circulated to public for bids.

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- Increase in expenses to municipality for investigation of non-compliance issues (ie: gas for investigation upon complaint being received, pickup and/or transport of cat to shelter, as well as for staff time).
- Manpower – Essa currently has one MLEO/Canine Control Officer that handles canine control on top of many enforcement issues. Inclusion of "cats" will definitively result in a substantial increase in the number of calls regarding cats (domestic and feral); another MLEO would have to be hired to take on the extra burden.
- Cannot distinguish between domestic/stray/feral cats, so if call came in, cat would have to be transported to shelter regardless of its status.
- Increase in calls to After Hours Canine Control (K9 Pest Management) of which would be referred back to MLEO and/or Poundkeeper, as they have not been authorized to pick up cats.

****Note:** With respect to cases of animal cruelty / neglect, the Nottawasaga OPP Detachment will be required to investigate.

As can be seen in this report, it appears that there will be a financial burden placed on the municipality (and taxpayers), should Council wish to proceed with implementing restrictions specific to Cat Owner Responsibilities in a By-law. Enforcement of Cat Owner Responsibilities would require the municipality to hire another MLEO to undertake the added burdens associated with implementation of such a program as well as finding a "Poundkeeper" to house and care for cats that are brought in.

Due to difficulties with enforcing Cat Owner Responsibilities in addition to additional costs to municipalities, the majority of municipalities in the County of Simcoe have veered away from implementing restrictions specific to cat owners.

At this time, It is recommended that Council does not proceed with amending and/or creating a By-law specific to implementing responsibilities on cat owners.

FINANCIAL IMPACT

None at this time.

SUMMARY/OPTIONS

Council may:

1. Take no further action.
2. **Receive the Report for information.**
3. Direct Staff to prepare a By-law for Council's consideration specific to outlining Cat Owner Responsibilities.

CONCLUSION

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

Respectfully submitted:

Lisa Lehr
Clerk

Reviewed by:

Colleen Healey-Dowdall
Chief Administrative Officer

Attachments:

- 1 – Copy of Staff Report C026-18 "Cat Licensing"
- 2 – Copy of Consolidated By-law 2006-18

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TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: C026-19
DATE: June 19, 2019
TO: Committee of the Whole
FROM: Lisa Lehr, Clerk
SUBJECT: Cat Licensing

RECOMMENDATION

That Staff Report C026-19 be received.

BACKGROUND

The Township of Essa currently requires dog owners to license and register their canine(s) on an annual basis with the municipality under the authority of By-law 2006-18. The "Control of Dogs" By-law also allows for the regulation, impounding and seizure of canines in the Township of Essa.

At its meeting of June 5, 2019, Council requested staff to prepare a report specific to the licensing of cats within the municipal boundaries of Essa Township. As such, this report is being brought forward for Council's information.

COMMENTS AND CONSIDERATIONS

The Clerk recently polled the 16 municipalities in the County of Simcoe to inquire as to which municipalities license domestic cats. While the majority of the municipalities responded that they have an Animal Control By-law which is used to regulate the number of domestic animals per residential unit and to set out animal owner responsibilities (ie: Barrie allows up to six cats, two dogs, etc.), of the 16 municipalities the City of Barrie is the only municipality that actually licenses domestic cats. [It is important to note that the City of Barrie has not made the licensing of domestic cats a mandatory requirement; it is done so by cat owners on a volunteer basis only.]

When considering the implementation of a Cat Licensing By-law, Council must consider the benefits vs. burdens of such a program.

The known benefits of a registration program for cats are:

- If the cat is registered, it provides people that find stray cats the ability to contact the MLEO/Animal Control Officer so that the cat can be returned to the owner and/or taken to the Poundkeeper
- The owner can be notified by the MLEO if their cat is injured and/or is being transported to a veterinarian for care
- Potential increase in revenue to the municipality

The known burdens of such a program are:

- Licensing of domestic cats does not apply to feral cats
- Added costs to the municipality to return the cat to owner and/or poundkeeper
- Added cost to the municipality for Poundkeeping services to house stray cats
- Increase in calls to MLEO/Animal Control re: stray/feral cats where owner(s) not registered or known
- Increase in time spent by MLEO/Animal Control to capture cat, and as well, additional training courses may be required
- Increase in staff time to investigate/catch/enforce Cat Licensing By-law (administratively to register cats; fine(s) for not registering cat(s) and/or fine(s) for not complying with cat owner responsibilities; etc.)
- Potential for marked increase of calls, re: enforcement of "trespassing", "running-at-large" and "poop and scoop" by cat on neighbours' property
- Potential for marked increase of calls for municipality to pick up stray/feral cats
- Costs to implement such a By-law (administration of, and enforcement) would have a negative impact on any potential revenue generated by implementing a Cat Licensing By-law.

As it stands currently, the majority of cat-related calls that are received by the municipality are in regards to feral/stray cats; not domestic cats. Other calls received by the municipality in relation to domestic cats are in regards to trespassing and cats defecating in neighbours gardens. These are issues that a Cat Licensing By-law would be required to cover under Cat Owner Responsibilities.

If Council were to pursue implementing a Cat Licensing By-law, it is suggested that the By-law mirror the Township's Canine Control By-law 2006-18 (for the licensing and registration of dogs; for regulating the control of dogs; and for the impounding and seizure of dogs within the Township of Essa)

FINANCIAL IMPACT

None at this time.

SUMMARY/OPTIONS

Council may:

1. Take no further action.
2. **Receive the Report for information.**
3. Direct Staff to further investigate costs associated with implementation of a Cat Licensing By-law, specific to poundkeeping, after-hours, and running-at-large.

CONCLUSION

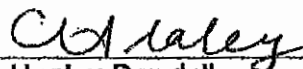
It is recommended that Council receive the Report for information only.

Respectfully submitted:



Lisa Lehr
 Clerk

Reviewed by:



123 Colleen Healey-Dowdall
 Chief Administrative Officer

OFFICE CONSOLIDATION
By-law 2006-18 as amended by By-laws: 2006-64, 2017-18

THE CORPORATION OF THE TOWNSHIP OF ESSA

BY-LAW NO. 2006 - 18

A By-law for the licensing and registration of dogs; for regulating the control of dogs; and for the impounding and seizure of dogs within the Township of Essa; and to repeal By-laws 2002-83, 99-70 and 96-24.

WHEREAS the *Municipal Act, 2001*, S.O. 2001, Chapter C.25, as amended, provides that Municipalities may pass By-laws for licensing, regulating, prohibiting, impounding, muzzling, or selling animals; and

WHEREAS Section 103(1) (c) of the *Municipal Act, 2001* provides for the establishment of procedures for the voluntary payment of penalties out of court where it is alleged that the by-law respecting animals being at large or trespassing has been contravened; and

WHEREAS Section 128 of the *Municipal Act, 2001* provides that a local municipality may prohibit and regulate with respect to public nuisances; and

WHEREAS the Council of The Corporation of The Township of Essa deems it advisable to exercise such authority;

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

1. **DEFINITIONS**

- a. "Bite" means piercing or puncturing of the skin as a result of contact with a dogs tooth or teeth.
- b. "Canine Control Officer" means the Municipal Law Enforcement Officer employed and appointed by The Township of Essa, and also any person, firm, corporation or association, or employees or agents of such person or agency who has entered into a contract with The Township of Essa to control dogs and to carry out, enforce and implement the provisions of this by-law.
- c. "Clerk" means the Clerk of the Corporation of The Township of Essa.
- d. "Dangerous Dog" means a dog that has attacked, bitten or caused injury to a person or other domestic animal, or a dog previously designated as a potentially dangerous dog that is kept or permitted to be kept by its owner in violation of the requirements for such dog.
- e. "Disabled Person" refers to a physically, vision or hearing impaired person who is the owner of a dog which serves as a guide or leader.
- f. "Dog" means a male dog or female dog or spayed bitch or neutered dog over the age of twelve weeks;
- g. "Kennel" means an enclosed building made of four walls and a roof used for the keeping, breeding or boarding of dogs or any other function normally associated or related to dogs which is located on the property of an individual or agency who owns or harbours three (3) or more dogs.
- h. "Leash" means a chain, rope, or other similar device of not more than 3 metres (10

- feet) in length which is designed to be held by a person and is used or designed to be used to restrain a dog.
- i. "Muzzle" means a humane fastening or covering device of adequate strength placed over a dog's mouth to prevent it from biting.
 - j. "Neutered Male" means a male dog for which the owner produces satisfactory evidence of its being neutered.
 - k. "OPP Officer" refers to a member of the Nottawasaga OPP, under contract with the Township of Essa.
 - l. "Owner" of a dog includes any person who possesses or harbours a dog and the expression "Own", "Owns" or "Owned" have a corresponding meaning herein, and where the owner is a minor, the person responsible for the minor.
 - m. "Pit Bull" means a Pit Bull Terrier, a Staffordshire Bull Terrier, an American Staffordshire Terrier, and American Pit Bull Terrier or a member of a class of dogs that have an appearance and physical characteristics that are substantially similar to dogs referred to in this definition.
 - n. "Pound Keeper" shall mean a person, firm, corporation or association who has entered into a contract with the Corporation of the Township of Essa to maintain a dog pound and any servants or agents of such person;
 - o. "Running at Large" means a dog that is found at a place other than the premises or property of the owner of the dog and which is not leashed or under the physical control of any person.
 - p. "Schedule of Fees" shall mean the most current Fee Schedule for all Township fees as passed by by-law from time to time.
 - q. "Spayed Bitch" means a female dog for which the owner produces satisfactory evidence of its being spayed.
 - r. "Township" means The Corporation of The Township of Essa.
 - s. "Trespassing" means a dog being on property or running at large on property owned by a person who is not the owner of the dog or property owned or maintained by the Township, including highways.

2. LICENSING AND REGISTRATION

- a. Notwithstanding Section 3 of this by-law, every owner of a dog shall obtain a license annually and cause the dog to be registered, numbered, described and licensed with the Township as soon as the dog has attained the age of twelve (12) weeks.
- b. No person shall:
 - i. register an unsprayed female dog as a spayed female;
 - ii register an unneutered male as a neutered male;
 - iii use a tag upon a dog other than the dog for which it was issued.
- c. Upon application for a license, the dog owner will be required to produce a certificate signed by a registered veterinarian that the dog has been inoculated with an anti-rabies vaccine within a period of twenty-four (24) months from the date of application for the license in accordance with the *Health Protection and Promotion Act, R.R.O.*

1990, Reg. 567.

Repealed by
By-Law No.
2017-18

~~d. A two year license may be obtained provided that the owner presents proof that the rabies vaccination has recently been administered.~~

e. Dog tags shall be worn at all times, and shall bear the serial number and the year in which it was issued and a record shall be kept by the Township of Essa showing the name and address of the owner and the serial number of the tag issued to such owner.

f. No license tag or registration shall be transferable and the license tag shall expire and become void upon the sale, death, or other means of disposal of the dog. No refund of the licensing fee shall be provided to the dog owner in the event of the dog's demise.

g. The fee charged for the replacement of lost dog tags shall be as set out in the most current Township of Essa Fees and Charges By-law, as amended.

DELETED
BY 2017-18

ADDED
BY-LAW
2017-18

~~h. Every license issued pursuant to this By-law shall expire on the 31st day of December in the year of its issue, unless it is a two year license in which case it will expire on the 31st day of December in the year following its issue.~~

Every license issued pursuant to this By-law shall expire on the 31st day of December in the year of its issue.

i. Dog license fees are non-refundable except where overpayment is the result of an administrative error.

j. This by-law refers only to the licensing, registration and regulation of dogs; other domestic animals are not included within the provisions of this by-law. Any incident respecting a non-domestic animal shall be guided by the Pounds Act, R.S.O. 1990, Ch. P.17.

3. KENNELS

a. No one person shall, nor shall any one household own, possess, harbour, board, or license more than three dogs unless the person or household holds a valid kennel license pursuant to the Township's most current Business Licensing By-law.

b. Notwithstanding the provisions of Section 2 above, the fees and regulations related to kennels are separately listed in the Business Licensing By-law and the Fees and Charges By-law, as may be amended from time to time.

c. Regardless of the number of dogs per household, all dog owners within the Township of Essa shall comply with this by-law relating to running at large, barking or howling, or causing a nuisance or disturbance.

4. DOGS RUNNING AT LARGE

- a. No dog shall be permitted to run at large within the Township of Essa.
- b. For the purposes of this by-law, a dog shall be deemed to be running at large when it is found not to be under the care and control of a person and on a leash within 3 metres (10 feet) of that person, or leashed to a structure, unless the dog is on the property of its owner or a person who has consented to it being on his property while it is unleashed.
- c. The Canine Control Officer, pound keeper or OPP Officer shall make all reasonable efforts to identify and contact the owner of every stray dog received, whether the dog is living or dead.
- d. No leash shall exceed 3 metres (10 feet) in length.
- e. Every leash used or carried for the purpose of restraining any dog shall be substantially constructed or composed of strong material such as a chain or rope and shall be capable, at all times, of securely restraining such dog.
- f. The owner of any dog found to be running at large may be issued an Offence Notice and required to pay the fee set out therein, as provided in Schedule "C" attached.

5. SEIZURE AND IMPOUND

Subject to subsection (e) of this Section, a Canine Control Officer or an OPP Constable may:

- a. seize and impound any dog found running at large; and,
- b. return possession of the dog to the owner thereof where:
 - i) the owner claims possession of the dog within five (5) days (exclusive of statutory holidays and Sundays) after the date of seizure, and
 - ii) the owner pays to the Pound Keeper or the Clerk of the Township a fee or fees as set out in the Township's Schedule of Fees; or
 - iii) where a dog is impounded, and whether or not the dog is claimed from the pound, the owner, if known, shall be liable for the pound and maintenance fees prescribed, and shall pay all fees on demand to the Pound Keeper, or the Clerk of the Township of Essa.
- c. Any dog found to be in the possession of a person other than the owner, without the owner's permission, shall be seized and impounded by the Canine Control Officer to enable the dog owner to be located. The cost of seizure and impound shall be paid by the dog owner upon return, or by any person wishing to adopt the dog from impound if the owner has not claimed it within five (5) days.
- d. No dog shall be returned to the owner unless it has been licensed in accordance with the provisions of this By-law and any owner of a dog without a license or a dog tag and any purchaser of a dog without a license or a dog tag shall obtain a license and a dog tag for the current year before *possession is taken*.
- e. At the end of the said five (5) days, if possession of the dog has not been returned to the owner under subsection 5 b), the Canine Control Officer or Pound Keeper may sell or arrange to sell the dog for such price as he deems reasonable, and remit the amount so received to the Treasurer of the Township of Essa.
- f. Where the owner of a dog has not claimed the dog within five (5) days after it was

found to be running at large, and the dog has not been sold, the Canine Control Officer, or Pound Keeper may kill the dog in a humane manner or otherwise dispose of the dog as he sees fit, and no damages or compensations shall be recovered on account of his actions in accordance with this Section.

- g. Where, in the opinion of the pound keeper and in consultation with a veterinarian, a dog seized and impounded is injured or ill and should be destroyed without delay for humane reasons or for reasons of safety to persons, the dog may be euthanized humanely if reasonable efforts to locate the owner of the dog have failed.
- h. Where a dog that is seized for running at large is injured or should be destroyed without delay for humane reasons or for the safety of persons or animals, the Pound Keeper, OPP Constable or Canine Control Officer may kill, or cause the dog to be killed in a humane manner as soon after seizure as is deemed suitable without permitting any person to reclaim the dog or without offering it for sale, and no damages or compensations shall be recovered on account of these actions in accordance with this Section.
- i. During the impoundment period, an owner may claim the dog upon proof of ownership, and upon payment to the municipality of the appropriate fee as set out in Schedule "C" attached; the appropriate license fee if the dog is not licensed; and any veterinary or maintenance fees that have accumulated.

6. DANGEROUS DOGS

- a. With respect to the regulation of Pit Bulls, the Township of Essa shall recognize and act in accordance with Ontario Regulation 157/05, Pit Bull Controls under the Dog Owner's Liability Act.
- b. Every owner of a restricted pit bull, as defined in the Dog Owners Liability Act, shall ensure that the pit bull is wearing a muzzle and is secured by a leash, except when the pit bull is enclosed within the owner's property or on enclosed property occupied by another person who consents to the pit bull being off leash or unmuzzled.
- c. No pit bull or dangerous dog shall be permitted to run at large within the Township of Essa.
- d. When a pit bull or dangerous dog is on the property of the owner, it shall either be securely confined indoors or in a securely enclosed and locked pen or structure, suitable to prevent the escape of the dangerous dog and capable of preventing the entry of any person not in control of the dog.
- e. The owner of a restricted pit bull must ensure that the restricted dog is neutered or spayed.
- f. Where a dog is known to have bitten or otherwise injured any person or killed or injured any livestock or poultry, it may, at the discretion of the Canine Control Officer, be seized and impounded until such time as the matter has been settled.
- g. Any costs of such seizure and impounding shall be the responsibility of the owner of said dog. The Municipality retains the right to charge back any expenses for seizure and impound to the owner of the dog, regardless of the outcome.

- h. Notwithstanding Section 5 of this By-law, where a Peace Officer or Canine Control Officer finds a dog running at large contrary to the provisions of this By-law and he believes that it may attack a human being before he can seize the dog, he may kill the dog.
- i. The owner of a dog that has bitten a person or domestic animal shall clearly display a sign at each entrance to the property and building in which the dog is kept warning that there is a Dangerous Dog on the property. This sign shall be visible and legible from the nearest road or thoroughfare.

7. DECLARATION OF A DANGEROUS DOG

- a. The Canine Control Officer shall be empowered to declare that a dog is vicious:
 - i. upon receipt of a signed Declaration in the form attached hereto as Schedule "A", attested to by a witness who actually saw the alleged vicious dog bite a person or a domestic animal. The Declaration must identify the dog, the dog owner and the dog owner's address.
 - ii. upon receipt of a signed Declaration attested to by the Clerk of the municipality where the dog has been declared vicious.

AMENDED
BY BY-LAW
2006-64

- b. The Canine Control Officer shall, within ten (10) business days of receipt of a duly executed Declaration, deliver or send by registered mail a Notice to Muzzle, in the form attached hereto as Schedule "B", to the owner of the vicious dog requiring that the dog be muzzled and restrained pursuant to the provisions of this by-law.

AMENDED
BY BY-LAW
2006-64

- c. Where the owner of a dog receives a Notice designating such dog as Potentially Dangerous or Dangerous and provides a written request within ten (10) working days, Council shall hold a hearing pursuant to the provisions of the *Statutory Powers and Procedures Act* within 15 working days of the Clerk's receipt of the request for a hearing, and may:
 - i. Affirm or rescind the Canine Control Officer's designation of the dog as a potentially dangerous or dangerous dog;
 - ii. Substitute its own designation of the dog as potentially dangerous or dangerous dog, as the case may be; and/or
 - iii. Substitute its own requirements of the owner of said dog pursuant to this by-law.
- d. Upon being served with a Notice to Muzzle, the owner of such dog shall ensure that it is:
 - i. securely held on a collar type leash with a maximum length of one (1) metre and of sufficient strength to restrain the dog and keep it from becoming loose;
 - ii. muzzled; and
 - iii. under the control of a person sixteen (16) years of age or older.

8. DOG OWNER RESPONSIBILITIES

- a. The owner of any dog desiring to have the dog disposed of, may deliver the said dog to the Pound Keeper and the Pound Keeper shall, on the payment of the amount that may be charged from time to time, receive the dog to be disposed of or destroyed.
- b. No owner shall allow his dog to howl or bark excessively or otherwise become a nuisance in accordance with the provisions of this by-law or the Township of Essa Noise By-law.

- c. If a dog defecates on any public or private property other than the property of its owner, the owner shall cause such faeces to be removed immediately and disposed of in a sanitary manner.
- d. No owner of a dog shall, without provocation, permit his or her dog to:
 - i. chase, bite or attack any person;
 - ii. chase, bite or attack any domestic animal or bird, or to fight with another dog or animal;
 - iii. damage public or private property.
- e. No owner of a dog shall permit it to trespass on any private property.

9. PROVISION OF NEEDS

- a. Every person who keeps a dog within the municipality shall provide the dog, or cause it to be provided with:
 - i. clean, fresh drinking water and suitable food of sufficient quantity and quality to allow for normal, healthy growth and the maintenance of normal, healthy body weight;
 - ii. food and water receptacles kept clean and disinfected and located so as to avoid contamination by excreta;
 - iii. the opportunity for periodic exercise sufficient to maintain good health, including the opportunity to be unfettered from a fixed area and exercised regularly under appropriate control; and
 - iv. necessary veterinary care when the dog exhibits signs of pain, illness or suffering;
 - v. a house or shelter providing protection from heat, cold, direct sunlight and wet that is appropriate to the dog's weight and type of coat, and providing sufficient space to allow the dog to turn around freely and lie in a normal position.
- b. No person may cause a dog to be hitched, tied or fastened to a fixed object where a choke collar or chain forms part of the securing apparatus, or where a rope or cord is tied directly around the dog's neck.
- c. No person may cause an animal to be confined in an enclosed space for an extended period of time, including a car, without adequate ventilation.

10. DOG CONTROL FINES AND FEES

- a. Any dog found running at large contrary to the provisions of this by-law may be captured and impounded by the Canine Control Officer or OPP Officer and thereafter shall be impounded for a period of five (5) days. If not claimed by the owner within the said detention period, the dog may thereafter be destroyed or otherwise disposed of by or under the direction of the pound keeper.
- b. Unless otherwise stated in this by-law, the owner of each dog shall purchase a dog license in accordance with the current fee schedule of the Township.
- c. If the Canine Control Officer is unable to seize any dog found to be running at large, contrary to the provisions of this by-law, and the owner of such dog is known, a voluntary payment ticket may be issued ordering a fee to be paid by the owner, known as an Running at Large fee, as provided on Schedule "C" attached.

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- d. In all cases if the owner of the dog is known, the dog owner shall be responsible for all costs, charges and fines associated with the seizure, impound or care of the dog which has contravened this By-law in any way.

11. RECOVERY OF EXPENSES

- a. The Municipality shall have the right to recover from the owner of the dog all costs incurred in applying and enforcing this by-law, and shall include an administration fee as set out in the Township Fees and Charges By-law, as amended.
- b. In responding to a Running at Large call, the Canine Control Officer may issue an Offence Notice to the owner or person responsible for the dog as set out in Schedule "C" attached. Said fee shall be paid to the Township of Essa prior to the release of the dog, whether or not the dog is impounded. Any other costs associated with the collection and impound of the dog shall also be paid prior to release of the dog.
- c. At the discretion of the Officer, a Warning may be issued to a dog owner upon first offence.

12. GENERAL PROVISIONS

- a. Every person who fails to comply with the provisions of this By-law shall be guilty of an offence and, upon conviction is subject to a penalty pursuant to the *Provincial Offences Act*.
 - b. Each day that a breach of this by-law continues shall constitute a separate offence.
 - c. Fines pursuant to subsections a and b above are recoverable under the *Provincial Offences Act*, as amended.
 - d. Should any Section or part of a Section of this By-law be declared by a court of competent jurisdiction to be invalid, same shall not affect the provisions of this By-law as a whole or any part thereof, other than the part so declared to be invalid.
 - e. Any person who is visually, audibly or physically disabled and owns a registered dog to assist with their daily living shall be exempt from the licensing provisions of this by-law.
- 13. That the short form title of this By-law shall be the "**Control of Dogs**" By-law.
 - 14. That By-laws 2002-83, 99-70 and 96-24 be and are hereby repealed.
 - 15. This By-law shall come into force and have 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 Fifteenth Day of March 2006.

David Guergis, Mayor

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Carol O. Trainor, Clerk

**SCHEDULE "A" to
By-law 2006 - 18**

DECLARATION REGARDING A VICIOUS DOG

Name of Dog Owner: _____

Address: _____

Name of Dog: _____ Dog Tag Number: _____

Breed: _____ Colour: _____ Other: _____

Rabies Tag Number: _____ Other Identification: _____

Address of Incident: _____

Location on Property: _____

Location on Street: _____

Description of Incident: _____

Date of Incident: _____ Time of Incident: _____

Signature of Witness who actually saw the
alleged bite or attack.

Signature of Canine Control Officer

Name of witness (print): _____

Address of witness: _____

Telephone number: _____

Personal information contained in this form is collected under the authority of the Municipal Act, R.S.O. 1990, c.M.45, as amended, and will only be used for the purposes for which it was collected. Questions about this collection of information should be directed to the Clerk, Township of Essa, 5786 County Road 21, Utopia, Ontario L0M 1T0, (705) 424-9917, ext. 116.

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**SCHEDULE "B" to
By-law 2006 - 18
NOTICE TO MUZZLE**

To: _____ Date: _____
Dog Owner

Address: _____

Dog Name: _____ Breed: _____ Colour: _____

Dog Tag No. including the year of issue: _____

Rabies Tag No. including the year and Veterinarian Office: _____

Tattoo No: _____ Microchip No: _____

The Corporation of the Township of Essa is in receipt of a Declaration duly executed by the Canine Control Officer pursuant to Subsection 2(a) of *By-law 2006-18*, that the dog described above did, on the ____ day of _____ bite and puncture the skin of a person or a domestic animal. In accordance with Subsection 2(b) of *By-law 2006-18*, you are hereby ordered to restrain your dog as follows:

METHOD OF RESTRAINING DOG

- a) While the dog is on the property of the owner or harbourer as described above, the owner shall be responsible for restraining the dog by keeping it inside a building or house or in an enclosed pen of sufficient dimension and strength to be humane and to prevent the dog from coming into contact with persons other than the owner of the dog or any other domestic animal, or within a securely fenced yard where the fence is a minimum height of 1.83 metres. The enclosed pen or the fenced yard shall be equipped with a locking and self-latching device. Such self-latching device is to be designed in such a manner that the pen or gate can only be opened from the outside by an adult. The owner is responsible for ensuring that the dog is prevented from escaping and running at large.
- b) While the dog is off the property of the owner, as described above, the owner shall ensure:
 - i that it is held securely on a collar-type leash with a maximum length of one (1) metre and of sufficient strength to restrain the dog and keep it from escaping and running at large;
 - ii that a muzzle is securely and humanely covering the mouth of a dog which is of adequate strength and design and suitable to the breed of the dog that cannot be removed by the dog, to prevent the dog from biting or attacking a person or domestic animal;
- c) within thirty (30) days the dog is identified with a microchip implantation, at the owners expense, and the said microchip number is registered with the Canine Control Officer;

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- d) the Canine Control Officer is notified within forty-eight (48) hours of any changes to the residency of the vicious dog;
- e) the Canine Control Officer is notified within forty-eight (48) hours after the ownership of the vicious dog is transferred to another person;
- f) the Canine Control Officer is notified should the vicious dog be destroyed.

AMENDED
BY BY-LAW
2006-64

The dog owner may appeal this Notice to Muzzle to the Council of the Township of Essa within ten (10) days of the date of this Notice by submitting a written request for a hearing, setting out the reasons for the appeal. Such a request must be addressed to the Clerk, Township of Essa, 5786 County Road 21, Utopia, Ontario L0M 1T0.

This Notice is served upon the owner in accordance with Subsection 2(b) of By-law 2006-18 on this _____ day of _____.

Canine Control Officer

Clerk

9b

Schedule "C" of
By-law 2006 - 18

CANINE CONTROL FEES

To establish fees for impoundment, boarding and other related charges for the owners of dogs.

1. Any dog found to be running at large contrary to the provisions of this by-law may be captured and impounded by a Canine Control Officer or Police Officer and thereafter shall be kept in a pound for a period of five (5) days, and if not claimed by the owner within the said detention period, and the proper costs and charges of the Pound Keeper paid, the dog may thereafter be destroyed or otherwise disposed of by or under the direction of the Pound Keeper.
2. Any expenses associated with the seizure and impoundment shall be the responsibility of the dog owner. Pound fees shall be determined by the Pound Keeper and are subject to change.
3. Unless otherwise stated in this by-law, the owner of each dog shall pay an annual dog license fee in accordance with the current Township of Essa Fees and Charges By-law, as may be amended from time to time.
4. The owner of any dog impounded pursuant to the provisions of this by-law shall pay all fees accumulated to the Pound Keeper for the boarding of the animal, and for any veterinary services which were required before the dog shall be released.
5. All fees imposed for running at large, seizure and return of the dog to the owner, without impound, shall be paid directly to the Township of Essa.

i.	Running at Large, first offence:	\$ 80.00 per dog
ii	Running at Large, second or repeat offence:	\$150.00 per dog
iii	Running at Large, restricted dog or pit bull	\$500.00 per dog
6. The owner of any dog who requests the assistance of a Canine Control Officer for the transportation of any dog to the Pound Keeper for disposal shall pay the applicable disposal fee in addition to the \$80.00 pick up fee to the Township.
7. If a Canine Control Officer is unable to seize any dog found to be running at large contrary to the provisions of this by-law, and the owner of such dog is known, a voluntary payment notice may be issued ordering the owner to pay a fee to the Township in the amount of \$80.00, to be known as an Running at Large Fee.

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TOWNSHIP OF ESSA
By-law 2006 – 18
Control of Dogs By-law
Part I Provincial Offences Act

ITEM	COLUMN 1 Short Form Wording	COLUMN 2 Provision creating or defining offence	COLUMN 3 Set Fine
1.	Failing to procure a dog license	Sec. 2 a	\$80.00
2.	Failing to keep dog tag affixed on dog	Sec. 2 e	\$80.00
3.	Using dog tag on dog other than dog registered for tag	Sec. 2 b iii	\$80.00
4.	Keeping more than three dogs without a kennel license	Sec. 3 a	\$100.00
5.	Being an owner, permitting dog to run at large	Sec. 4 a	\$100.00
6.	Failure to muzzle or securely leash a restricted pit bull	Sec. 6 b	\$200.00
7.	Being the owner of a pit bull, permit running at large.	Sec. 6 c	\$300.00
8.	Being the owner, fail to neuter or spay a restricted pit bull.	Sec. 6 e	\$200.00
9.	Being an owner, fail to post a warning sign for a Dangerous Dog	Sec. 6 i	\$20.00
10.	Being an owner, allowing dog to bark or howl excessively	Sec. 8 b	\$100.00
11.	Failing to remove dog faeces.	Sec. 8 c	\$80.00

NOTE: The penalty provision for the offences indicated above is Section 12 of By-law 2006-18, a certified copy of which has been filed.

SCHEDULE "8 B"**RECREATIONAL FACILITIES – EVENT VENUES**1. **Authority**

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

2. **Purpose**

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

3. **Application**

This schedule applies only to properties where Wedding Barns are permitted in accordance with land use planning and the Township's Zoning By-law.

4. **Definitions**

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

5. **General**

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

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

- a. The premises complies with the Zoning By-Law Regulations and Land Use Designation, or any other applicable requirements of the Township's Zoning By-law, Official Plan, Fire Code, Building Code and Public Health Act;
- b. The Fire Official has reported in writing that the premises comply with fire regulations;
- c. The Simcoe County Health Unit has reported in writing that the premises in connection to the operation with which the license is sought are suitable for the purpose of the license application and are in a sanitary condition, if required by the Issuer of Licenses.
- d. The applicant has paid the license fee prescribed in the Fee Schedule;
- e. If applicable, the business and the equipment and devices used therein comply with the *Technical Standards and Safety Act, 2000*, S.O. 2000, c. 16, and other legislation setting standards relevant to the particular business; and

- 5.3 No owner or operator shall cause or permit to be caused noise emanating from the business or operation that is, in the opinion of the Township, at a level that constitutes a nuisance or interferes with neighboring property uses and is in compliance with all Municipal By-laws.
- 5.4 An investigation of the activities interfering with neighbouring properties or causing noise may be carried out by any Township official or other persons designated by the Township.
- 5.5 In the event that the Township has notified the owner or operator of a breach of section 4.3 above, and if the breach is not remedied within the time outlined by the Township representative, the Township shall revoke the business license. Notice for the purposes of this section shall include informing the owner or operator or his or her representative of the breach of section 4.3 in person, by telephone, fax, e-mail or by personal mail. Once Notice has been provided, it shall be deemed to be received on the first business day following the transmission and if notice is given by mail it shall be deemed to be received two business days after mailing.
- 5.6 No person shall operate a business under this section in a disorderly fashion or leave the business attended by anyone other than a responsible person.
- 5.7 Any person operating a business under this Schedule shall locate the facility or "active use areas" on the site so as to keep dust, noise, traffic, litter and other disturbances to a minimum, so as to adversely affect any neighbouring property.
- 5.8 For the purposes of ensuring diminished nuisance, noise abatement, and proper year round emergency access, the applicant shall submit a site plan of the facility for the event with the license application showing the following:
 - a. The boundary of the active use areas;
 - b. A minimum distance of 1000 metres from a settlement area, as defined in the Official Plan and/or the Zoning By-law for the Township of Essa, including the settlement areas of Angus, Baxter, Thornton, Colwell, Egbert, Ivy and Utopia, as shown on items M1 through M7 attached;
 - c. The location of all existing and proposed buildings, driveways, parking areas, roads, grades and location and description of activities taking place on site;
 - d. The location, height and type of construction of all fences and gates; and
 - e. All fire prevention equipment, and emergency access routes.
- 5.9 The operator shall update such site plan annually or more frequently if required to keep the Township records current and accurate.

6. **Regulation of Alcohol**

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- 6.1 Any person operating a business under this schedule shall prohibit the consumption of alcohol on all public lands, including all municipal facilities used for the carrying out of the business unless authorized by the municipality and subject to the conditions of such

authorization.

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

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

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

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

8. **Hours of Operation**

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

8.2 No owner or operator shall operate between January 1 and April 30 of each calendar year; and shall be limited to hosting no more than thirty (30) events during the permissible operating months which are May 1 to December 31 of each calendar year.

9. **Inspection**

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

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

10. **Insurance**

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

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

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

11. **Limitations**

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

- a) Maximum of 30 events per season
- b) Season runs from _____ to _____
- c) Events shall end no later than 11:00 p.m.

CLEARVIEW TOWNSHIP

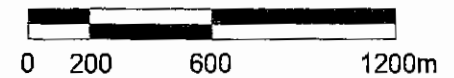
Schedule "B"

To Zoning Bylaw 2003-50

Township of Essa ANGUS



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Legend

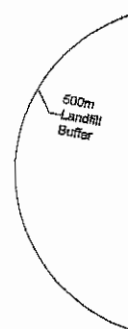
Urban Boundary 

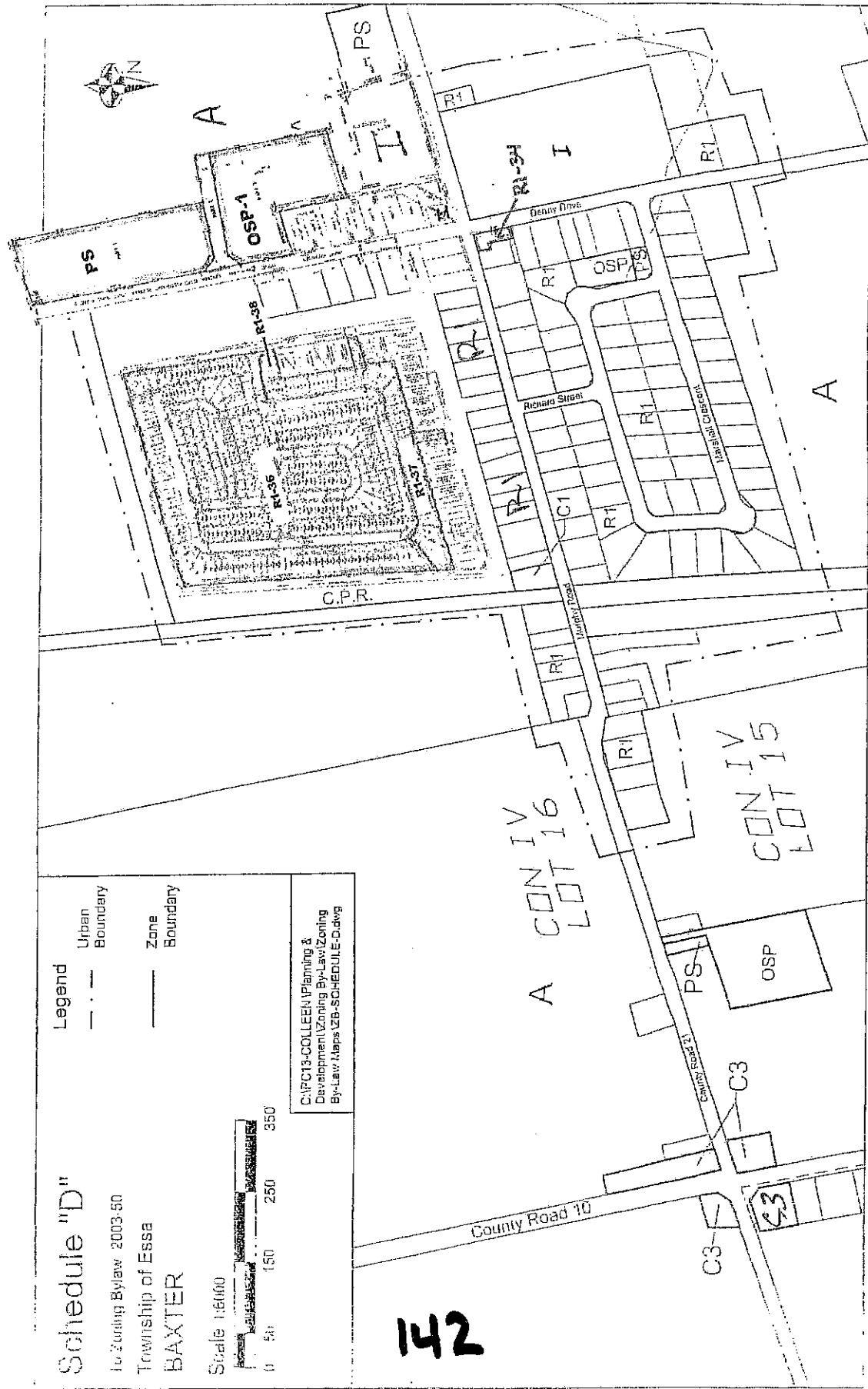
Zone Boundary 

EP Area 

141

C.F.B. BORDEN





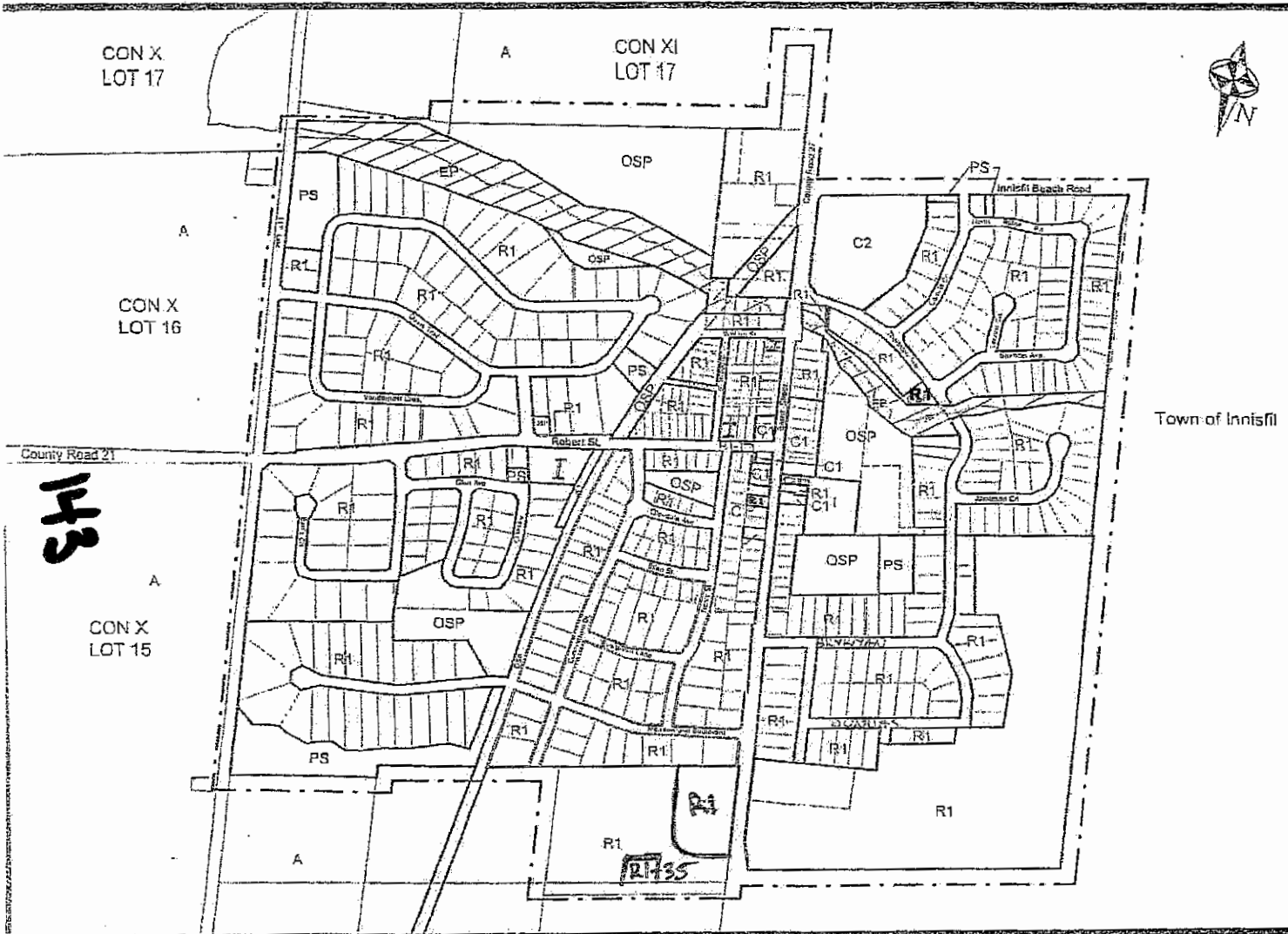
Schedule "D"
 Zoning Bylaw 2003-60
 Township of Essa
 BAXTER

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Legend
 Urban Boundary (dashed line)
 Zone Boundary (solid line)

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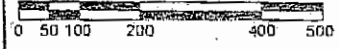
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Schedule "C"

To Zoning Bylaw 2003-50
Township of Essa
THORNTON

Scale 1:10000



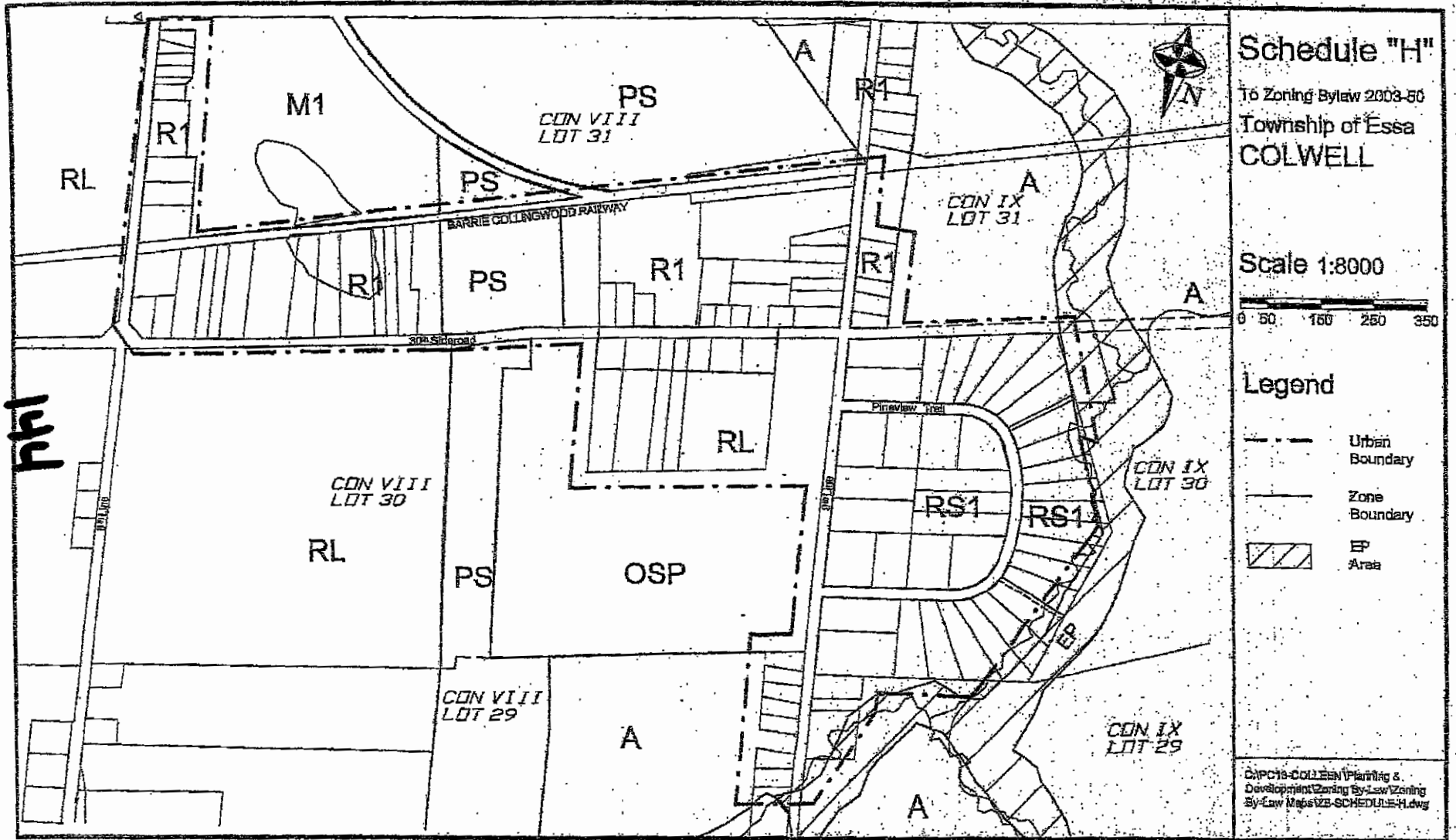
Legend

- Urban Boundary
- Zone Boundary
- EP Area

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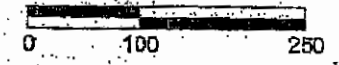
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 By-Law Maps\ZB-SCHEDULE-H.dwg

Schedule "F"

To Zoning Bylaw # 2003-50
Township of Essa
EGBERT

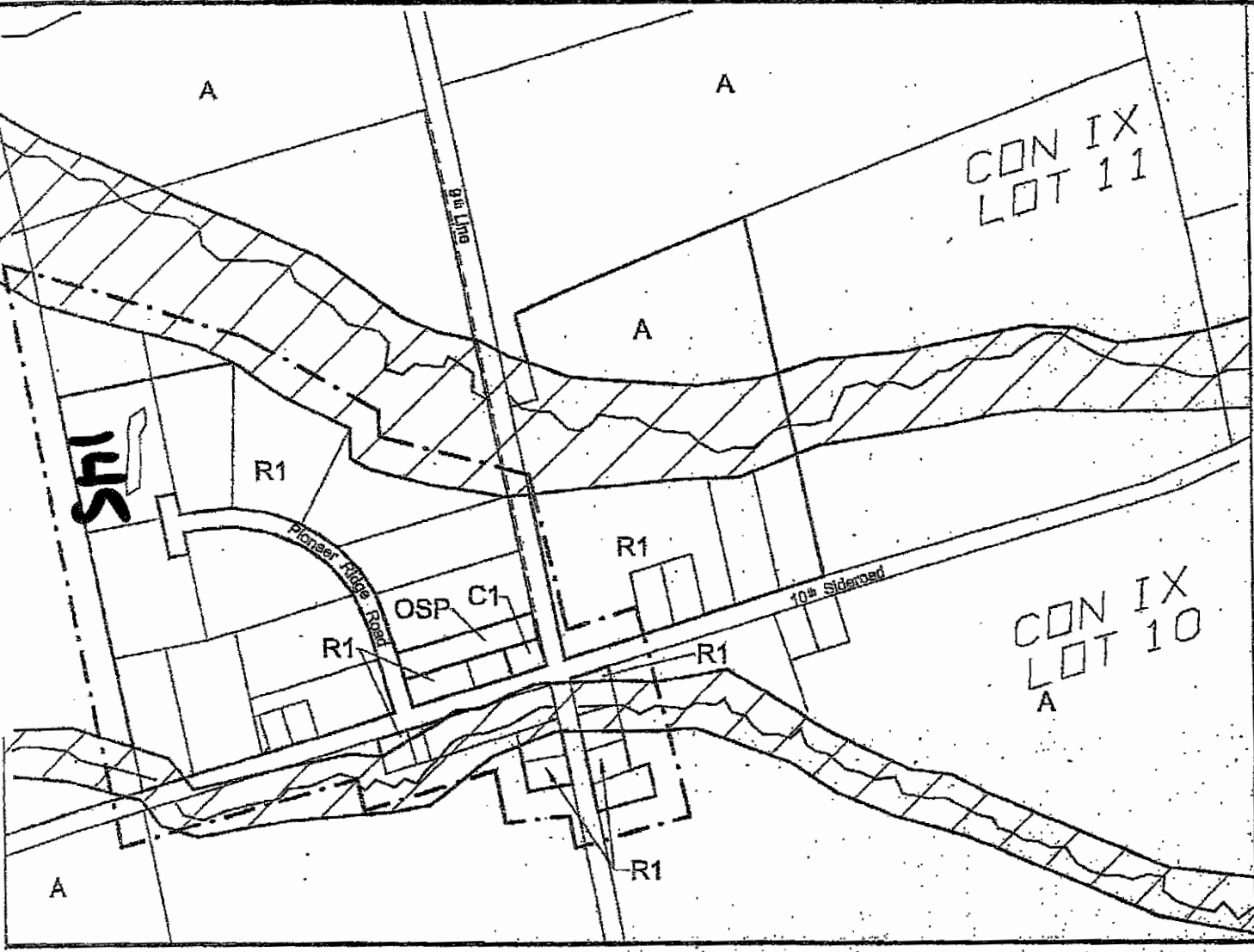


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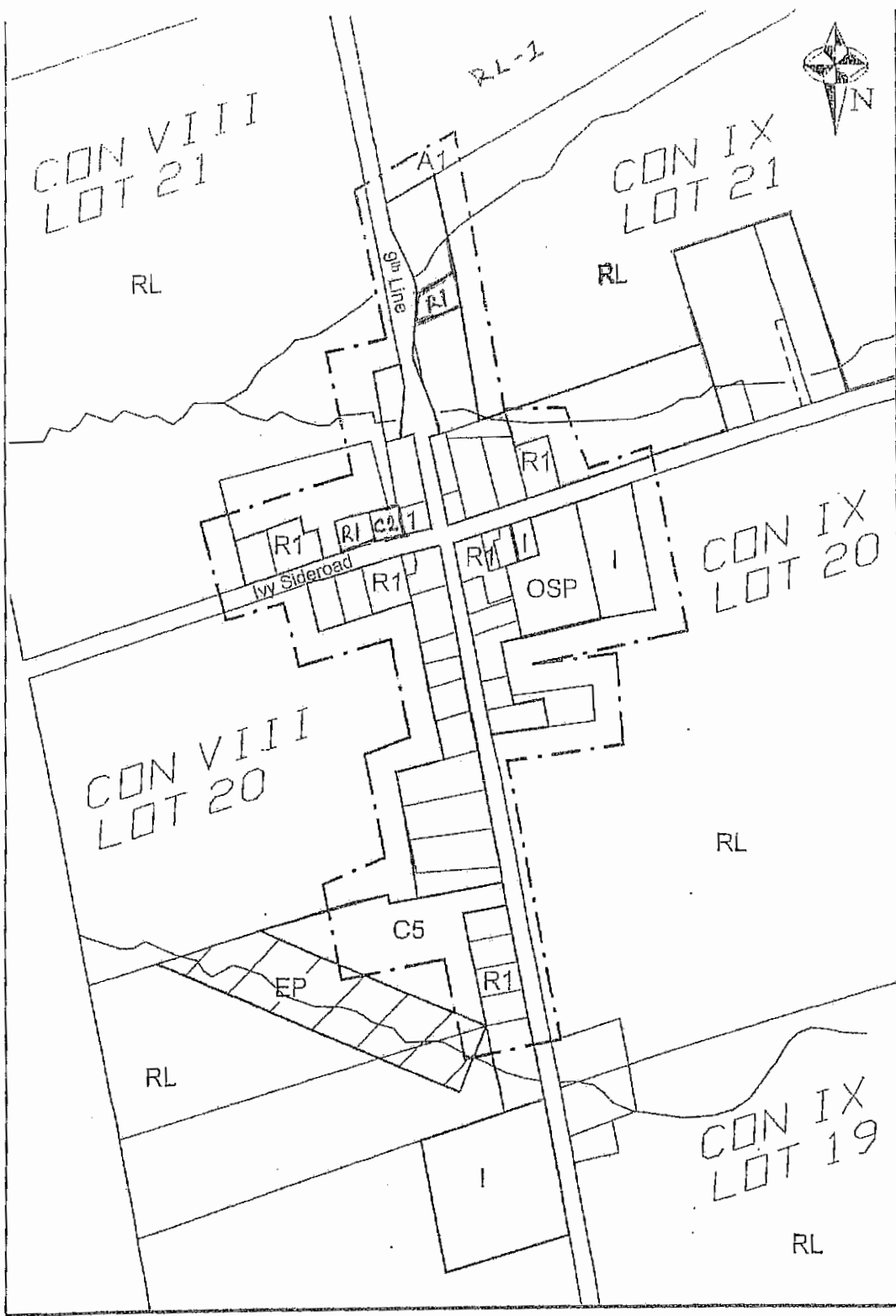


Legend

- Urban Boundary
- Zone Boundary
- EP Area





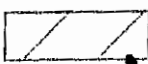
CHPC's CAD Dept Planning & Development Zoning By-Law/Zoning By-Law Maps IZB-SCHEDULE F.dwg



Schedule "E"

To Zoning Bylaw 2003-50
 Township of Essa
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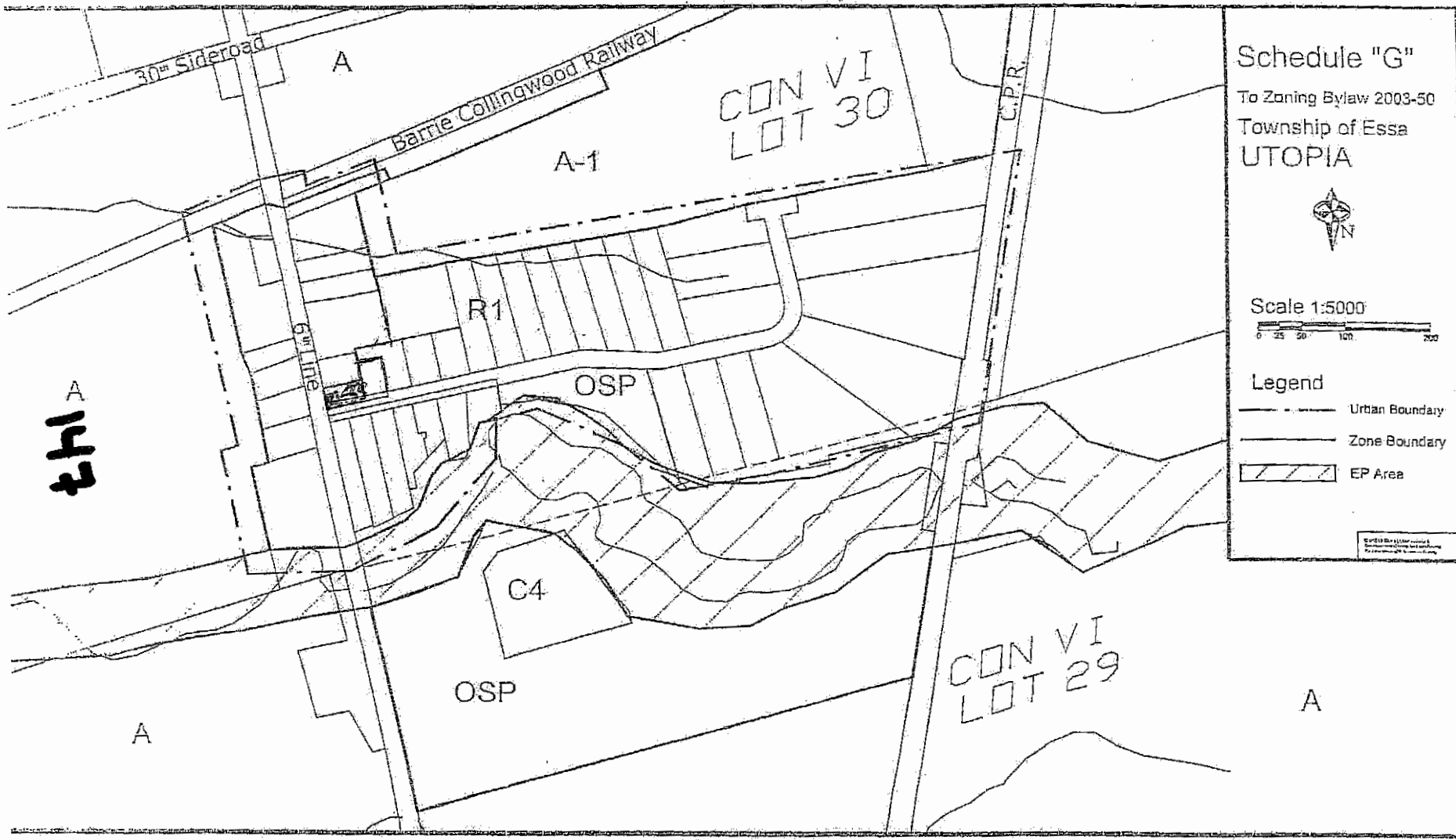
Legend

-  Urban Boundary
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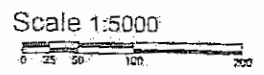
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Schedule "G"
 To Zoning Bylaw 2003-50
 Township of Essa
 UTOPIA



- Legend
- Urban Boundary
 - Zone Boundary
 - EP Area

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TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: CAO034-19

DATE: September 4, 2019

TO: Committee of the Whole

FROM: Colleen Healey-Dowdall, Chief Administrative Officer

SUBJECT: PublicTransit

RECOMMENDATION

That Staff Report CAO034-19 be received; and

That Council consider the options available to it concerning public transit and consider 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.

BACKGROUND

Essa has, since 2013, offered public transit to its residents of Angus. This involves a City of Barrie bus operating between Barrie, Angus and Base Borden (Route 90). Route 90 offers an in-town bus service in Angus, and has been partially funded by the County of Simcoe since its conception. This service will end on December 31st of this year with the County opting to go forward with multiple regional routes throughout the County. The County's bus service, LINX, has started 3 regional routes as of August 6th. Additional detail on all of this is provided in the attachments.

Note that cancellation of service notification will be released this fall (cancellation of the City of Barrie bus service).

COMMENTS AND CONSIDERATIONS

Council is being asked if it would like to continue on with an in-town public transit service for Angus residents. Public transit is a service that provides the following benefits:

- Environmental benefits from removing vehicles from roadways
- Provides transportation for those with limited options

Council should be aware that the cancellation will be viewed as a reduction in service to residents, even if ridership is low. A letter to the Editor in this week's Alliston Herald commented on the slow speed/timing of the bus service.

There is a cost to providing public transit service and Council must decide if the benefit is worth the expense. Again, additional details on ridership and expenses are provided in the attachments.

FINANCIAL IMPACT

Option 1

Accept the new regional service at no cost to us (one stop in Angus on Route 2 with no extended service into Angus)

- \$0
- This would be the most economical option, costing the Municipality nothing. In turn, no service other than the County's regional service would be provided to Angus residents – similar to garbage collection
- Question: would the service be missed by residents of Angus? Can refer to ridership numbers to gain an appreciation of current bus use (34 people/day)

Option 2

Purchase our own in-town short-bus/van

- Approx cost \$450,000 in 2020 (incl capital), with annual operating costs going forward
- Cost to purchase an outfitted vehicle, able to accommodate disabled, would be approx. \$250,000
- Run an in-town service to connect to the regional bus
- Other costs: stops, labour, maintenance and operations, future infrastructure
- The 2018 operating cost of the Barrie-Angus bus was \$361,591, supplemented by \$45,000 in fare revenues and \$140,000 in gas tax grant

Option 3

Formulate a contract with Uber

- \$40,800 if 680 riders each month are subsidized \$5 (based on current ridership), or \$65,280 if 680 riders each month are subsidized \$8
- No up-front capital costs or costs for infrastructure or operations
- Users are picked up on-demand if there are Uber drivers in the area and available
- Avg cost per trip is about \$12 - \$16
- Innisfil subsidizes users (successful partnership in Innisfil – growing ridership is costing Innisfil more)
- Can limit pick ups to Angus and drop offs to a few specific stops (ie Brentwood and Commerce/medical clinic/Rec Centre)
- Not accessible

Option 4

Formulate a contract with a local taxi company

- \$40,800 if 680 riders each month are subsidized \$5 (based on current ridership), or \$65,280 if 680 riders each month are subsidized \$8
- No up-front capital costs or costs for infrastructure or operations
- Users are picked up on-demand
- Can limit trips and subsidize similar to Uber, with the Township selecting only Peacekeepers Park as a destination, and/or other community hub destinations such as the Recreation Complex or the Medical Centre
- Can form a relationship with a reliable, insured and accessible company

Option 5

Explore partnership opportunities with neighbours

- Determine if a neighbour has destinations in common with Essa
- If so, develop a potential cost sharing formula
- Share in responsibility and decision making (not the sole decision maker on routes and fares however)



SUMMARY/OPTIONS

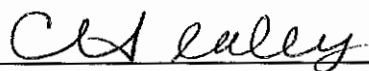
Council may:

1. Take no further action (\$0).
2. Purchase our own in-town short-bus/van (approx. \$450,000 in 2020 incl capital and operating costs).
3. Formulate a contract with Uber (approx. \$40,000 to \$70,000) although Uber is NOT accessible for people with disabilities.
4. Formulate a contract with a local taxi company (approx. \$40,000 to \$70,000), ensuring that an accessible vehicle is available.
5. Explore partnership opportunities with neighbours (not thought feasible at this time unless Council is able to bring forward new info).

CONCLUSION

Option #4 is recommended to be explored on the basis that the local taxi company (Abe's Taxi) is accessible whereas Uber is not, and Uber does not always have drivers in Angus.

Respectfully submitted:



Colleen Healey-Dowdall
CAO

Attachments

Transit Assessment

Route 90 Essa to Barrie

Background

History

The Township first entered into a 3 year service contract with the City of Barrie for transit, in 2013. The contract was renewed until Dec 31st, 2019 with the County of Simcoe assuming the responsibilities of the City. The County previously provided an annual grant for public transit.

The annual operating cost of the service, being 10 bus trips per day b/w Barrie and Angus (return) is \$368,711 (2019).

Revenue from fares is \$46,000 (2019); and revenue from gas tax is \$140,000 (2019).

Barrie had buses, facilities, labour, infrastructure and expertise to provide public transit – funding provided by Essa.

LINX

The County of Simcoe became authorized to operate a passenger transportation system in 2017. Municipalities throughout Simcoe County provided their support for a regional service based on the many benefits. In this same year, the County proposed the creation of a public transit system connecting regional centres and providing bus service to the public which is fully accessible. The County system (LINX), places full financial responsibility for the regional routes on the County.

Route 2

New routes start August 6th, 2019

Route 2 is as follows (a 60 minute trip):

- Wasaga Beach, Real Cadn Superstore
- Wasaga Beach, Knox Road
- Stayner, Clearview Admin Centre
- Brentwood, Community Centre
- Angus, Brentwood and Commerce Road
- Barrie, Allandale GO Stn

Monday to Friday, 13 trips per day on the hour (no wknd service)

Starting at 5:30 am and ending at 6:30 pm

Transit Assessment

Route 90 Essa to Barrie

- \$2/trip from Angus to Barrie
- \$6/trip from Angus to Wasaga
- \$6/trip from Wasaga to Barrie
- Passholders/seniors/students receive a discount

The Township can continue to offer its own passenger transportation system (public transit) per the Municipal Act.

Transit Assessment
Route 90 Essa to Barrie

Current Situation Audit

1. There are currently 10 bus trips each day running from Barrie to Angus and back again (starting/end point is the Allendale GO Stn)

Leave Barrie to Angus ½ hour

Sit at Angus Rec Complex ½ hour

Leave Angus to Barrie ½ hour

4 morning trips

2 afternoon trips

4 evening trips

10 trips in total

2. 2 different routes: A and B
 - Both A and B take ½ hour to drive between Barrie and Angus and vice versa
 - A enters Angus from 5th Line and B enters Angus from Cecil St
3. The bus drivers have informally opted NOT to stop at the high school in the afternoon as they believe the area to be too congested with school buses
4. When the County conducted ridership counts, it was summarized that 34 people/day rode the bus and 170 people each week.
5. This bus service will cease Dec 31st 2019.

Transit Assessment
Route 90 Essa to Barrie

Observations

1. Current "A route" bus is almost always late.
Current "B route" bus is late half of the time.
2. Request for weekend service.
3. Customers seem to come from 5th Line/couple from Base – people are using the Rec Complex bus stop.
4. Currently, there are 3 employees of DECAST who use the bus.
5. 2011 stats showed that 15% of riders were associated with the Base (200 responses to a Base survey). In 2019 (winter) the County counted about 5 Base daily users during their ridership counts.

The Base Commander is indifferent to service to Base continuing, other than weekend service. The Base has suggested a possible demand for weekend service (amount of demand not really known). Overall, again, indifferent to service to Base continuing.



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: CAO035-19

DATE: September 4, 2019

TO: Committee of the Whole

FROM: Colleen Healey-Dowdall, Chief Administrative Officer

SUBJECT: Hiring Policy – Proposed Modifications

RECOMMENDATION

That Staff Report CAO035-19 be received; and

That Council consider modifying the Township's existing Hiring Policy for the purpose of making the policy clear and reflective of the Township's intentions.

BACKGROUND

During my short time as CAO, I have noticed that the Township's Hiring Policy is awkward, unclear and at times contradictory. I have suggested issues with Council on past occasions and have authorization to present some modifications to Council for consideration.

COMMENTS AND CONSIDERATIONS

I am recommending to Council that the CAO be authorized to hire non-supervisory staff at level one of the pay grid which will save time which is important in recruitment and the hiring of staff since it is best for Township operations for staff to be at full-complement.

As well, it has been made clear during the past year that Council would like to always hire the best candidate, with no one to be promoted automatically without being put through a competition. I agree with Council's thought on this matter and propose to update the Hiring Policy accordingly.

FINANCIAL IMPACT

None.

SUMMARY/OPTIONS

Council may:

1. Take no further action.
2. Modify the existing Hiring Policy as per the suggested changes attached.
3. Modify the existing Hiring Policy as per Council direction.

CONCLUSION

Option #2 is recommended

Respectfully submitted:



Colleen Healey-Dowdall
CAO

Attachments: Marked up existing Hiring Policy

THE CORPORATION OF THE TOWNSHIP OF ESSA
CORPORATE POLICY AND PROCEDURE MANUAL

Department:	Administration	Approved by Council:	March 9, 2016
Policy Number:	A01-16	Effective Date:	March 10, 2016
Subject:	Hiring Policy	Previous Policy Repealed:	A04-04 as amended

1. POLICY STATEMENT AND RATIONALE

In accordance with Sec. 270 of the *Municipal Act, 2001*, municipalities shall set policies with respect to the hiring of employees in order to ensure greater transparency and accountability; to prevent real or perceived conflicts of interest; to avoid actions that have the potential to adversely affect safety, security or morale; to promote public confidence and the integrity of the municipality; or to satisfy public expectations. The Corporation of the Township of Essa and its Management recognize the following principles for the recruitment and selection of employees:

- All candidates will be treated with dignity and respect, equality of access and opportunity for employment.
- Each competition will be fair and open while ensuring that all legislative requirements are met.
- The most qualified available candidate will be selected in accordance with this policy.
- Hiring decisions for full time staff will be approved by the CAO and submitted to Council for approval on the recommendation of Department Heads. *non-supervisory*
- ~~Department Heads have the authority to retain part time employees as required.~~ *and all supervisory staff positions presented to Council for approval.*
- Items in this Policy that include ** indicate a different procedure for the Fire Department, and should be referred to on Appendix "A" (attached).

In accordance with the *Accessibility for Ontarians with Disabilities Act, 2005*, Ontario Regulation 191/11, public sector organizations shall incorporate accessibility criteria in the hiring, recruitment, and selection process.

2. SCOPE

This hiring policy applies to all Township employees. "Employee" may refer to full time, part time, casual or seasonal staff, fire fighters and Department Heads. In some instances the Fire Department reserves the right to enact different procedures to ensure the safety and security of its members and the public. Refer to Appendix "A" of this document. *interviewed and*

The Chief Administrative Officer (CAO) and Department Heads will be hired by Council. The assistance of an outside consultant may be required. *Department Heads will be hired under the direction of the Chief Administrative Officer. other staff*

(with Supervisory staff to be hired with Council's approval and non-supervisory staff to be hired by the CAO (all non-supervisory staff to start at level one on the pay grid))

wb Department: Administration

Date Approved: March 10, 2016

- i. Council concurs with the principle of succession planning within the organization. To this end, nothing in this policy shall prevent Council from promoting an existing employee to another job provided that Council is satisfied that the employee has the education and experience necessary to fulfill the duties of the position. Existing employees may be placed through an interview process if deemed necessary by Council and the Chief Administrative Officer. In the event that an existing employee is to be promoted or transferred to another position, the following process will be followed:
 - Report by the Department Head to the Chief Administrative Officer
 - Report to Council by the Chief Administrative Officer
 - Approval of Council to fill position in this manner.
- j. The Township will hire those persons deemed to be the most qualified to fulfill the requirements of the position, so long as they will not be supervised by, or supervisor to a direct relative. **
- k. The Township of Essa will hire individuals in accordance with the *Ontario Human Rights Code*. } also a princip
- l. Detailed processes and procedures for the recruitment and selection of employees should be consistent throughout the Township and used by all departments.

3.2 Recruitment

- a. The Department Head identifies a job vacancy and submits a Recruitment Requisition (attached) to the CAO for approval.** ~~Current employees who are qualified for a vacant position may be approved for such position after completing the recruitment and interview process.~~
- b. Nothing in this policy shall prevent a Department Head or the Chief Administrative Officer from recruiting a candidate for positions and foregoing the advertising, selection and interview process provided that Department Head or the Chief Administrative Officer is satisfied that the candidate has the education and experience necessary to fulfill the duties of the position and that timeliness is required due to programming issues. In these cases, the Chief Administrative Officer will consult with Council before an offer of employment is made.
- c. A recruiting ad should contain the following: job title, a brief but clear description of core duties and responsibilities, a statement of skills, abilities, knowledge and experience required, working conditions, where and how to apply, and closing date for applications. All ads will also include a disclaimer pertaining to the collection of personal information under MFOI legislation, as well as the following statement: **"The Township of Essa is an equal opportunity employer. Accommodations will be made, upon request."**
- d. External advertisements will be placed to attract an adequate sample of qualified candidates and to promote public confidence. Existing staff wishing to apply for vacant positions may do so through the same process as external candidates. ** } add in language to be consistent with 3.1 e
- e. Only candidates selected for interviews will be contacted, as is indicated on all job postings.

10b

- b. To avoid perceived favoritism or conflicts of interest, and to ensure the safety of all employees, internal candidates will not be promoted or transferred to positions where they would be supervised by or supervisor to an immediate family member as indicated above.
- c. Immediate family of Members of Council will be considered for positions in accordance with this policy, so long as they are the most qualified candidate, and the Member of Council has declared a conflict of interest pertaining to any hiring, promotion or disciplinary issues and are removed from the decision making process.
- d. Should employees become directly related after hiring, ~~through marriage or an election~~, the CAO and/or Department Head must attempt to reach a solution with the employee that is consistent with this policy but which does not contravene the Ontario *Human Rights Code*.

3.7 Student Hiring Process

- a. Student job opportunities may be advertised in local newspapers, on the Township website, at job fairs and local educational institutions.
- b. Upon commencement of employment, students must be of a minimum age which complies with employment legislation and must be returning to school or be graduating in the current year.
- c. Department Heads may recommend ^{to the CAO,} rehiring former student employees, provided they meet the aforementioned criteria, and based on previous successful performance evaluations.

3.8 Exit Interviews

- a. Following receipt of a full time employee's resignation and prior to their departure, the CAO or Department Head may conduct an Exit Interview on the approved form (attached) to identify areas for improvement, confirm what is being done well, and discuss any recommendations the employee may have for improving service levels. A copy of the form is to be retained in the permanent employee file.
- b. The employee may opt out of this exercise. Part time staff may be exempted.

4. COMPLIANCE

- a. This policy applies to all permanent, temporary, full time, part time, seasonal or volunteer staff except where indicated to exempt members of the Essa Fire Department.

5. SUMMARY

- a. In all cases this policy will remain in place unless specific items are otherwise addressed through new policies.) Needed ?
- b. Department Heads will make recommendations to ^{the CAO} Council for final offers of employment and salary, and advise of any conditions of employment. ^{Council must approve of} Supervisory positions only.



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: CAO036-19

DATE: September 4, 2019

TO: Committee of the Whole

FROM: Colleen Healey-Dowdall, Chief Administrative Officer
Bob Morrison, Manager of Public Works

SUBJECT: Meal Allowance
Proposed Modifications to Roads Department Policy

RECOMMENDATION

That Staff Report CAO036-19 be received; and

That Council consider 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 to \$9.

BACKGROUND

The existing meal allowance amount (\$7) has been in effect since at least 2013.

The Township has a meal allowance policy in place to provide a meal of \$7 to snow plow operators who have worked 10 hours in one day. If the employee works a continuous 14 hours then they would receive a second meal allowance.

If the employee is called in for at least 3 hours early, then they would receive the meal allowance after 10 hours (this may occur on a typical snow day about four times each month - estimated).

COMMENTS AND CONSIDERATIONS

The existing policy does not address a meal allowance expense when attending continuing education courses, seminars, or conducting Township authorized business.

The Township's Manager of Public Works has collected some rates from other nearby municipalities. Information is as follows:

Meal Allowance Comparison of Other Municipalities	
Municipality	Allowance
Springwater	\$0
Essa	\$7
County of Simcoe	\$9
Oro-Medonte	\$11

Note: information provided is from all municipalities that opted to provide us with information on enquiry.

FINANCIAL IMPACT

The 2018 meal allowance expenditure, for roads employees, was approx. \$700.

An increase to the meal allowance for roads employees, of approx. 30%, could mean an increase from \$700 to approximately \$900.

In 2019, a \$1200 meal allowance expenditure was approved as was the case since at least 2017, and to-date (in 2019), approximately \$650 has been used by roads employees.

SUMMARY/OPTIONS

Council may:

1. Take no further action.
2. Increase the existing meal allowance to \$9 (a 30% increase) which is the same meal allowance paid by the County of Simcoe and which would seem to be a fair amount in light of market trends.
3. Increase the existing meal allowance as per Council direction.
4. Amend the existing meal allowance policy to apply an allowance for reimbursement of meals, per authorized meal, upon the submission of receipts, up to a maximum amount of \$9 per meal.
5. Impose a policy to apply to continuing education courses, seminars, or conducting Township authorized business.

CONCLUSION

Option #2 is recommended with a further amendment to follow to apply to all employees conducting Township business (option 5).

Respectfully submitted:



Bob Morrison
Manager of Public Works



Colleen Healey-Dowdall
CAO



INTEROFFICE MEMO

TO: Roads Staff

FROM: Greg Murphy, Chief Administrative Officer

DATE: June 4, 2013

RE: MEAL ALLOWANCE POLICY

The following meal allowance policy is in effect:

- The Township shall pay a meal allowance of \$7.00 to any employee who is required to work for ten (10) hours in one day, if the regular work week schedule is 5 – 8 hour days.
- No meal allowance shall be paid to employees who work 10 hours if the regular work week schedule is 4 – 10 hour days.
- Employees required to work for 14 continuous hours shall receive another \$7.00 meal allowance and shall receive an extra meal allowance for each 4 continuous hours of work thereafter.
- Employees called in at least 3 hours before their regular starting time shall also receive a meal allowance except that an employee may not claim a meal allowance for an early start if they receive an allowance for working 10 hours in one day.
- Each employee is responsible for claiming the meal allowance on their Daily Activity/Hours of Work Timesheet and to have the meal allowance claim approved by the Supervisor/Department Head. Once approved, the employee will be paid for their meal allowance on their bi-weekly pay.

The above Meal Allowance Policy does not apply to a Meal Allowance Expense incurred when attending continuing education courses, seminars or conducting Township of Essa authorized business. In that case, the policy for submitting an Expense Claim on the applicable expense claims forms shall govern.

If you should have any questions, please feel free to contact me.

“Greg Murphy”

Greg Murphy, CAO

/ll

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TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: CA0037-19

DATE: September 4, 2019

TO: Committee of the Whole

FROM: Colleen Healey-Dowdall, Chief Administrative Officer

SUBJECT: Traffic Signals/Speed Control Measures in Thornton,
To Assist with Pedestrian Crossing

RECOMMENDATION

That Staff Report CA0037-19 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.

BACKGROUND

Council has heard that for TCT users, crossing Robert Street in Thornton is difficult due to speeding vehicles. As a result, Council directed staff to research options to facilitate pedestrian crossing. The attached map depicts where and how the TCT in Thornton crosses County Road 21, also known as Robert Street within the settlement area of Thornton. The trail crossing is within the settlement, within a 50 km/hr speed limit zone, and near to a fully signalized/controlled intersection which provides for a slow-down and/or break in traffic.

Robert Street is a County Road and therefore, all improvements must be given the approval of the County of Simcoe. Note that the County has determined that they are not in favour of signals or an IPS at this location since the warrant for signals or any kind of signalized measure is not met at this location. The County has strived to ensure strict adherence to the Ontario Traffic Manual throughout the County so that decisions are not made based on factors which are not science-based. The County does this to ensure fairness throughout, to provide the same level of service and to protect itself from any liability. Adherence to the Ontario Traffic Manual ensures that controls are not hindering the flow on some regional roads in select locations. The County is not wishing to start a precedent-setting trend.

COMMENTS AND CONSIDERATIONS

Staff is presenting the following information to Council for their consideration, and suggesting that Council decide on an option to pursue during budget deliberations.

- Option No. 1 – Do nothing
\$0.00
- Option No. 2 - Full signalization involving traffic lights
\$500,000 approximately, perhaps more
- Option No. 3 - IPS – this is a traffic signal which is activated with a push button (in other words, a pedestrian-activated stop-signal)
\$200,000 approximately (note that County permission is required and at present, the County is opposed to an installation of an IPS)
- Option No. 4 - Traffic calming measures
The cost for this could range between \$5,000 - \$10,000 depending on the features to be approved by Council and the County of Simcoe. If Council is interested in this option, then the Manager of Public Works could be asked to make specific suggestions.

FINANCIAL IMPACT

Options range from \$0 to approximately \$500,000. It is recommended that Council opt for Option 4, traffic calming measures based on a further proposal and/or details to be provided by the Manager of Public Works. The cost of implementing traffic calming measures such as signage, road narrowing features and/or cross-walk line painting could range between \$5,000 and \$10,000. Note of course that the County of Simcoe would have to approve of all measures proposed.

SUMMARY/OPTIONS

Council may:

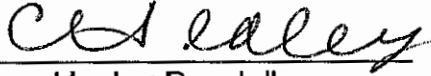
1. Take no further action.
2. Full signalization involving traffic lights at an approximate cost of \$500,000, perhaps more.
3. IPS – this is a traffic signal which is activated with a push button, at an approximate cost of \$200,000 (note that County permission is required and at present, the County is opposed to an installation of an IPS).
4. Traffic calming measures at a cost that could range between \$5,000 to \$10,000 depending on the features to be approved by Council and the County of Simcoe.

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CONCLUSION

Option #4 is preferred with a Council decision to be made during budget deliberations.

Respectfully submitted:

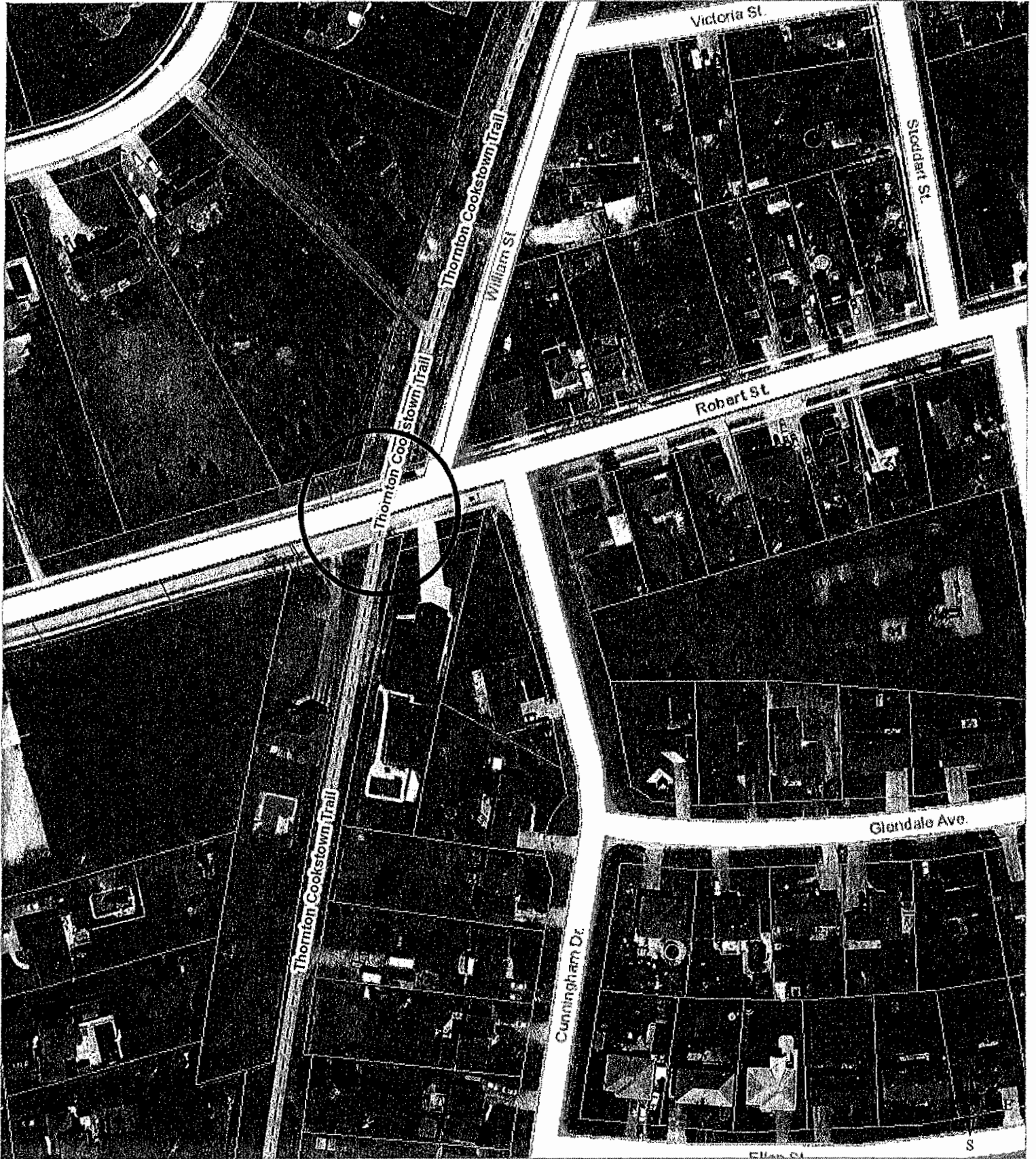


Colleen Healey-Dowdall
CAO

Attachments:
Map

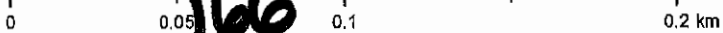
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Trans Canada Trail Crossing - Robert Street, Thornton



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1:2,257



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August 13, 2019





TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: CAO039-19

DATE: September 4, 2019

TO: Committee of the Whole

FROM: Colleen Healey-Dowdall, Chief Administrative Officer

SUBJECT: Annual Staff Appreciation BBQ

RECOMMENDATION

That Staff Report CAO039-19 be received and Council consider approving an upset limit of \$750 to host the annual staff appreciation BBQ on September 17th at the Administration Centre, starting at 4:00.

BACKGROUND

Each year, Council has hosted a staff appreciation BBQ with all staff invited to attend. Some members of Council have suggested that they want to be sure that firefighters are also invited, in addition to administration, roads, parks and library staff.

FINANCIAL IMPACT

There could be approximately 100 persons attending the BBQ. As such, the cost could be approximately \$750.

SUMMARY/OPTIONS

Council may:

1. Take no further action.
2. Authorize the CAO to organize the annual staff appreciation BBQ at an upset limit of \$750 at 4:00 pm on September 17th.
3. Direct staff in another manner as they may wish.

CONCLUSION

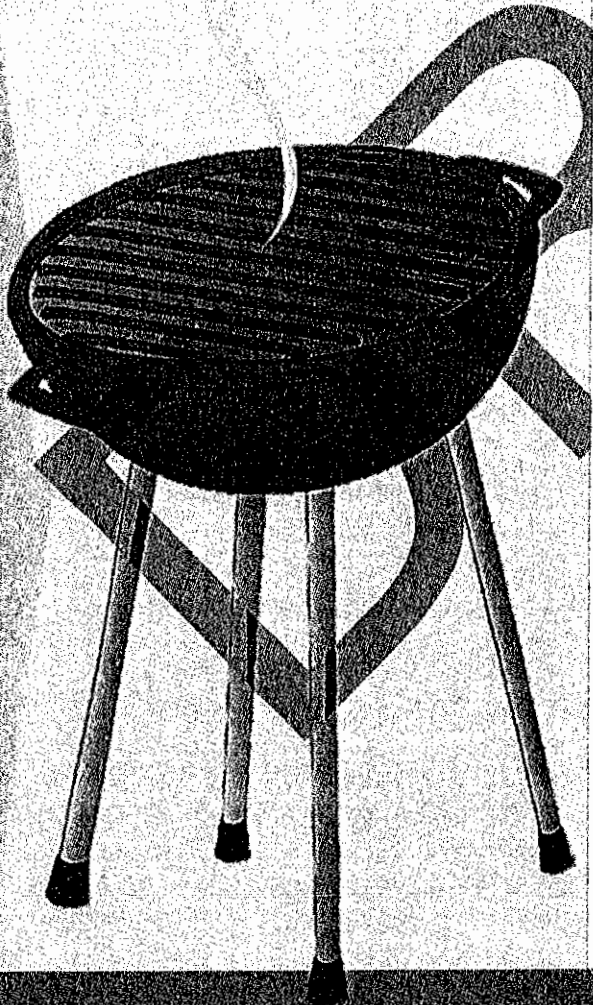
Option #2 is recommended.

Colleen Healey-Dowdall
CAO

Attachments: Draft BBQ Invitation

10e

THANK YOU FOR REMEMBERING



STAFF



Honouring all of the
Township Staff

Wednesday, September 17
4:00 pm

Administration Building
5786 County Road 21

Brought to you by:
Your Council Members

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TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: CAO040-19

DATE: September 4, 2019

TO: Committee of the Whole

FROM: Colleen Healey-Dowdall, Chief Administrative Officer

SUBJECT: Lease Agreements for the Angus Arena

RECOMMENDATION

That Staff Report CAO040-19 be received; and
 That Council consider approving 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.

BACKGROUND

The lease for the Angus Arena Canteen has expired. Over the course of the summer, staff advertised for this space. The Township received one bid from the current user at a rate of \$580 plus HST, during the hockey season (Sept 1 2019 – March 31 2020). It is recommended that the Township enter into a new 3 year lease with the current user as proposed (proposed lease att'd to an accompanying by-law).

For the past number of years, the Skate Doctor has rented the Angus Arena Pro Shop. The son of the former owner has asked to continue on with the rental for another season. It is proposed that he continue to pay \$350 plus HST for the period of one season (Sept 1 2019 to March 31 2020). Staff supports this, with the advertisement for the lease of Pro Shops in Thornton and Angus to occur concurrently at the end of this hockey season.

FINANCIAL IMPACT

The 2019 budget planned on rental revenues to total \$5000. Rental revenues should exceed \$6000.

SUMMARY/OPTIONS

Council may:

1. Take no further action.
2. Authorize the Mayor and Clerk to enter into 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 (September 1, 2019 to March 31, 2020).

3. Direct staff in another manner as they may wish.

CONCLUSION

Option #2 is recommended.



Colleen Healey-Dowdall
CAO

Attachments: Refer to by-laws on the Council Agenda