

THE CORPORATION OF THE TOWNSHIP OF ESSA
COMMITTEE OF THE WHOLE

WEDNESDAY, JANUARY 16, 2019
6:00 p.m.

AGENDA

1. OPENING OF MEETING BY THE MAYOR
2. DISCLOSURE OF PECUNIARY INTEREST
3. DELEGATIONS / PRESENTATIONS / PUBLIC MEETINGS
 - a. **Delegation – Steve Clegg, OPP**
Re: Commercial Retail Cannabis Stores

STAFF REPORT

4. PLANNING AND DEVELOPMENT
 - p. 1 a. **Staff Report PD001-19 submitted by the Manager of Planning and Development, re: Model Home Agreement, Brookfield Residential.**

*Recommendation: Be it resolved that Staff Report PD001-19 be received; and That Council **does / does not** approve entering into a Model Home Agreement with Brookfield Residential (Ontario) Limited in order to allow the construction of 3 model homes on Denney Drive on lots which will be a part of a future plan of subdivision; and That the appropriate By-law be brought forward for Council's consideration.*
 - p. 26 b. **Staff Report PD002-19 submitted by the Manager of Planning and Development, re: Summer Student.**

*Recommendation: Be it resolved that Staff Report PD002-19 be received; and That Council's **does / does not** defer its consideration of hiring a planning summer student to the 2019 budget deliberations.*
5. PARKS AND RECREATION/ COMMUNITY SERVICES
6. FIRE AND EMERGENCY SERVICES
7. PUBLIC WORKS
 - p. 29 a. **Staff Report PW0001-19 submitted by the Manager of Public Works, re: 2018 Structure Inventory and Inspection Report.**

Recommendation: *Be it resolved that Staff Report PW001-19 be received for information.*

8. FINANCE

9. CLERKS / BY-LAW ENFORCEMENT / IT

- p. 52 a. **Staff Report C001-19 submitted by the Clerk's Assistant/Accessibility Coordinator, re: Essa Public Library Board – Appointments.**

Recommendation: *Be it resolved that Staff Report C001-19 be received; and That Council appoint the following persons to the Essa Public Library Board:*

- *Derek McKeever*
- *Judith Hunter*
- *Susanna Malic*
- *Carol Cryer*
- *Andrew Morrison*
- *Jennett Bushey*

- p. 54 b. **Staff Report C003-19 submitted by the Clerk, re: Commercial Retail Cannabis Stores – Opt-in / Opt-out.**

Recommendation: *Be it resolved that Staff Report C003-19 be received; and That Council **does / does not** authorize opting-out of hosting cannabis retail stores in the Township of Essa at this time, thereby prohibiting the operation of retail cannabis stores within the boundaries of Essa Township; and That Staff be directed to communicate this decision to the Alcohol and Gaming Commission of Ontario (AGCO) prior to the January 22, 2019 cut-off date.*

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

- p. 92 a. **Staff Report CAO001-19 submitted by the Chief Administrative Officer, re: Planned Maintenance Agreement for Tower Clock and Controller, Electronic Carillon Equipment at 18 King Street, Angus.**

Recommendation: *Be it resolved that Staff Report CAO001-19 be received; and That Council **does / does not** authorize the Chief Administrative Officer to sign the 2019 Planned Maintenance Agreement with the Verdin Company for Tower Clock and Controller, Electronic Carillon Equipment at 18 King Street, Angus.*

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 6th day of February, 2019 at 6:00 p.m.*



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: PD001-19
DATE: January 16, 2019
TO: Committee of the Whole
FROM: Colleen Healey, Manager of Planning & Development
SUBJECT: Model Home Agreement, Brookfield Residential

RECOMMENDATION

That Staff Report PD001-19 be received; and

That Council consider entering into a Model Home Agreement with Brookfield Residential (Ontario) Limited in order to allow the construction of 3 model homes on Denney Drive on lots which will be a part of a future plan of subdivision.

BACKGROUND

Brookfield owns lands in Baxter which contain a draft approved, residential plan of subdivision containing 253 lots set out for single, detached homes. Brookfield is proceeding with the engineering design of the plan including all servicing and stormwater details. Servicing is planned to take place in 2019 and home construction in 2020. That being said, Brookfield would like to construct up to 3 model homes to start a marketing and sales program in the fall of 2019 and this would involve approval for up to 3 model homes through a model home agreement.

COMMENTS AND CONSIDERATIONS

The Township's Lawyer has prepared a model home agreement specific to this developer. In the past, developers have been granted model home permission through a pre-servicing agreement, however, in the case at hand, this developer is not at the point of wishing to start to preservice since external services are not yet installed to connect to.

The model homes to be constructed will be "dry" with tanks of water installed for domestic use in the sales office to be established. 2 large water tanks to serve each dwelling will be brought in by trailer which will be positioned on a neighbouring, vacant lot, to provide for fire protection. Clauses have been inserted into the model home agreement to provide detail on the amount of water to be made available for the Fire

Department and the positioning of such, etc. The Township's Fire Chief has approved of the plan for model homes. [A washroom in the form of an accessible trailer will connect to the sales office.]

Access to the vacant lot/water supply will be made available via a proper culvert installation, and as well, parking will be made available for customers of the sales office. Security will be collected with each model home in case of dust and/or garbage complaints.

FINANCIAL IMPACT

None. All costs to be borne by the developer.

SUMMARY/OPTIONS

Council may:

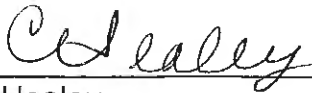
- 1. Take no further action.
- 2. Authorize entering into a model home agreement with Brookfield to allow the construction of 3 model homes on Denney Drive.
- 3. Request specific terms to be added to the model home agreement.

CONCLUSION

Option #2 is recommended.

Respectfully submitted:

Reviewed by:



Colleen Healey
Manager of Planning & Development



Greg Murphy
CAO

Attachments:

- Map
- Model Home Agreement

PART 1
PLAN S1R-3107
PART 2
PLAN S1R-3119

PROPOSED MODEL HOME ROW

ORIGINAL ROAD ALLOWANCE BETWEEN CONCESSIONS 4 AND 5

SECTION	DATE	BY	REVISIONS
1	11/11/03
2	11/11/03
3	11/11/03
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APPROVED UNDER SECTION 31 OF THE PLANNING ACT (R.S. 1924, C.41)

PLAN S1R-1722

PLAN S1R-1722

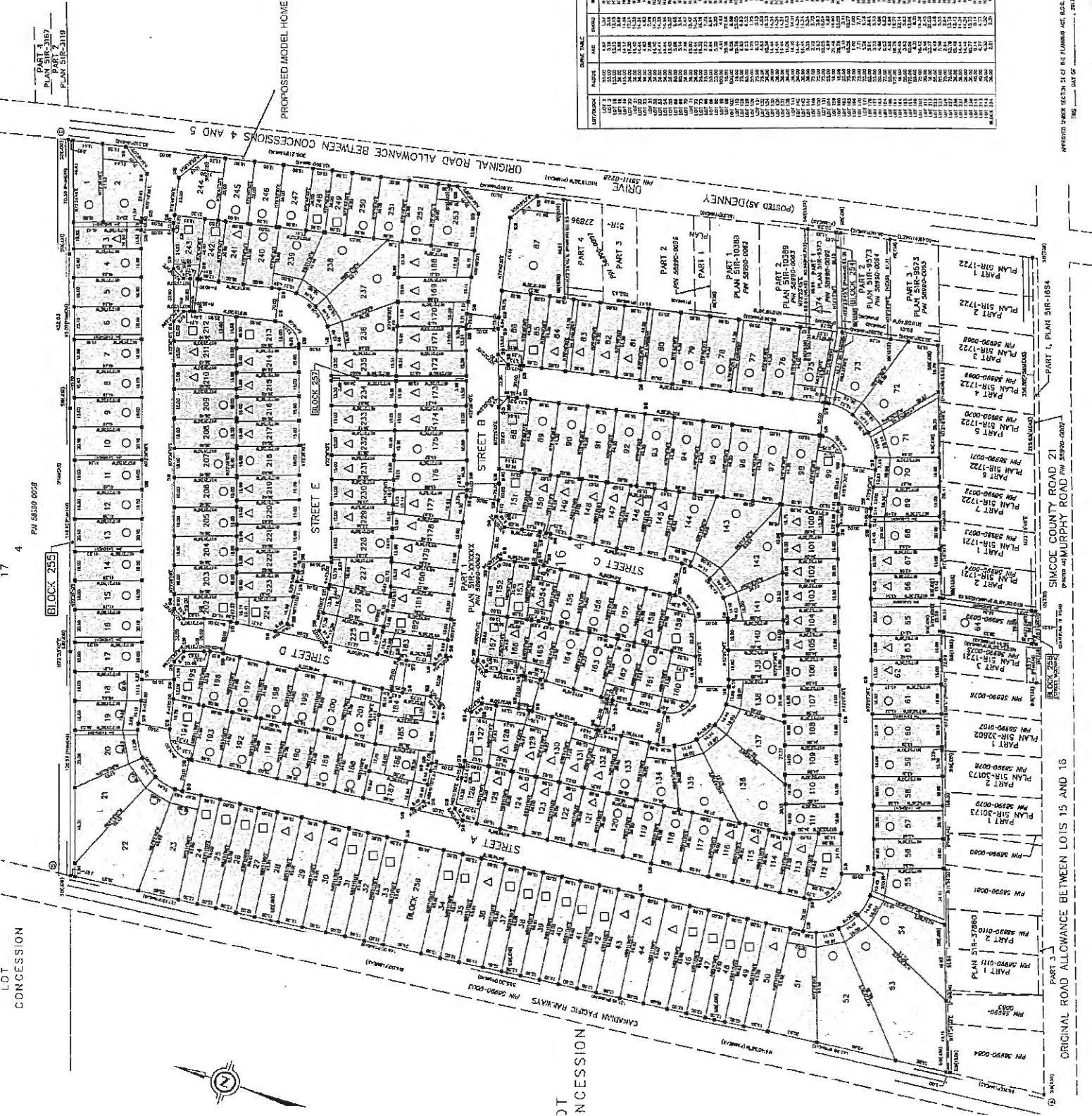
PLAN S1R-1722

PLAN S1R-1722

PLAN S1R-1722

PLAN S1R-1722

PLAN S1R-1722



LOT CONCESSION

CONCESSION

ORIGINAL ROAD ALLOWANCE BETWEEN LOTS 15 AND 16

SIUCO COUNTY ROAD 21

MURPHY ROAD

APPROVED UNDER SECTION 31 OF THE PLANNING ACT (R.S. 1924, C.41)

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

MODEL HOME AGREEMENT

made this day of , 2018.

B E T W E E N:

THE CORPORATION OF THE TOWNSHIP OF ESSA

Hereinafter called the "Township"

OF THE FIRST PART;

- and -

BROOKFIELD RESIDENTIAL (ONTARIO) LIMITED

Hereinafter called the "Developer"

OF THE SECOND PART

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

RECITALS

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

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

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

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

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

5. Use of the Model Home

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

6. Unique Servicing Requirements

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

7. Building Permits

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

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8. Occupancy Violation

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

9. Access and Fire Route

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

10. Zoning Conformity

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

11. Development Charge Payment

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

12. Roads

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

13. Access Roads

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

14. Privacy Fencing

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

15. Soil Conditions

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

16. Dust Control

16.1. The Developer agrees to provide a Dust Control Plan to the satisfaction of the Township, which must be approved by the Township's Engineers, prior to execution of the Agreement by the Township.

16.2. The Developer agrees to carry out the Dust Control Plan setting out any temporary or permanent work that may be necessary to control ponding, dust, erosion, siltation or slippage conditions in accordance with the requirements of the Township.

16.3. The Developer agrees to be responsible for, and to take all the necessary steps to prevent dust affecting traffic or local residents, to the satisfaction of the Township and the Township's Engineer.

16.4. The Developer agrees to be responsible for the costs of cleaning up dust deposited on adjacent buildings, structures, and lands, as a result of dust being generated from the construction of the Model Homes. The clean-up must be completed in a time frame satisfactory to the Township.

16.5. The Developer agrees to hours of construction and construction practices that will minimize the potential impacts from dust, noise and vibration on existing residents in the area. The Developer further agrees to abide by the Township's Noise Control By-Law.

16.6. The Developer agrees to the identification of all potential dust sources; a description of the dust control method(s) to be used for each source; a schedule, rate of application, calculations or some other means of identifying how often, how much or when the control method shall be used; provisions for monitoring and record-keeping; a contingency plan in the event that the first control plan does not work; and the name and contact information of the representative responsible for ensuring the plan is implemented and monitored and who can be contacted in the event of a complaint. The scope of the Dust Control Plan is to include measures to address the mud being tracked offsite onto the local roadways.

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

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

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

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

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

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

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

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

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

19. Termination

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

20. Failure to Complete Work

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

21. Mortgages

- 21.1. All Mortgagees consent to and agree to:
 - 21.1.1. be bound by the terms of this Agreement;
 - 21.1.2. to postpone their interest in the Lands as if the Agreement were registered in priority to their mortgage including any subsequent amendments, extensions and assignments of their mortgage, and all Mortgagees consent to executing a postponement of their mortgage to the Agreement including any amendments to this Agreement, which postponement may be registered on title at the sole discretion of the Township;
 - 21.1.3. that any amounts which the Township is entitled to collect pursuant to this Agreement, including all funds expended by or expenses incurred on behalf of the Township to rectify any breaches of the Agreement by any of the Parties,

shall constitute a first charge against the Lands and the Mortgagees agree to execute postponements of their charges to any outstanding amounts pursuant to the Agreement if required to do so by the Township;

- 21.1.4. that the Township shall be entitled to recover any amounts owed to it pursuant to the Agreement upon the sale or distribution of the Lands in priority to the interest of any Party hereto and prior to the interest of any subsequent encumbrancers or owners of the Lands;
- 21.1.5. all Mortgagees agree that in the event of becoming owner or otherwise gaining control of all or part of the Lands pursuant to their mortgage, either beneficially or in trust and either alone or in combination with another party, they will be subject to the Agreement in the same manner as if the Mortgagee had executed the Agreement in the capacity of the Developer; and
- 21.1.6. that in the event of a sale or conveyance of all or part of the Mortgagee's interest in the Lands, the Mortgagee shall require as a condition precedent to the closing of any such sale or conveyance, that the new owner (the purchaser) will have covenanted with the Township in writing to perform and undertake all of the terms of the Agreement in the same manner as if the purchaser had executed the Agreement in the capacity of the Developer.

22. Notice

- 22.1. Where this Agreement requires notice to be delivered by one party to the other, such notice shall be in writing and delivered either personally or by facsimile transmission, by one party to the other party at their addresses noted below. Such notice shall be deemed to have been given, if by personal delivery, on the date of delivery, and if by facsimile transmission, on date of delivery with electronic confirmation of receipt obtained:

TOWNSHIP:

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

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

DEVELOPER:

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

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

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

23. Applicable Laws

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

24. Other Applicable Laws

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

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

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

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

26. Securities

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

27. Reduction in Security

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

28. Developer's Liabilities & Indemnity

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

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

29. Performance of Covenants

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

30. Agreement Not to be Called into Question

30.1. The Developer agrees that it will not call into question, directly or indirectly, in any proceeding or action in court, or before any administrative tribunal, the Township's right to enter into and enforce this Agreement. The law of contract applies to this Agreement and the parties are entitled to all remedies arising from it, notwithstanding any provision of s.51 of the *Planning Act*, R.S.O. 1990, c. P.13, interpreted to the contrary. The Developer and the Township agree that adequate consideration has flowed from each party to the other in relation to this paragraph and that the terms of this paragraph are not severable by either party. The Developer further agrees that it shall not take the benefit of this Agreement and allege entitlement to any greater rights than as set out in this Agreement. The provisions of this paragraph may be pleaded by either party in any action or proceeding as an estoppel of any denial of such right.

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

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

32. Further Assurances

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

33. No Fettering of Discretion

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

34. Severability and Enforceability

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

35. Waiver

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

36. Developer's Expense

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

37. Effective Date

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

38. Interpretation of Agreement

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

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

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

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

38.5. Whenever a statement or provision in the Agreement is followed by words denoting inclusion or example and then there is a list of, or reference to specific items, such list or reference shall not be read so as to limit the generality of that statement or provisions, even if words such as "without limiting the generality of the foregoing" do not precede such list or reference.

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

39. Entire Agreement

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

40. Extension of Time

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

41. No Modification

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

42. Registration

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

43. Change In Ownership

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

44. Governing Law

44.1. This Agreement shall be governed by and has been construed in accordance with the laws of the Province of Ontario and shall be treated in all respects as an Ontario contract.

45. Enurement

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

46. Schedules

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

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

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

THE CORPORATION OF THE TOWNSHIP OF ESSA

Per: _____
Name: Sandie Macdonald
Title: Mayor

Per: _____
Name: Lisa Lehr
Title: Clerk
We have authority to bind the corporation.

BROOKFIELD RESIDENTIAL (ONTARIO) LIMITED

Per: _____
Name:
Title:

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

4a

SCHEDULE "A"

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

DESCRIPTION OF LANDS BEING DEVELOPED

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

SCHEDULE "B"

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

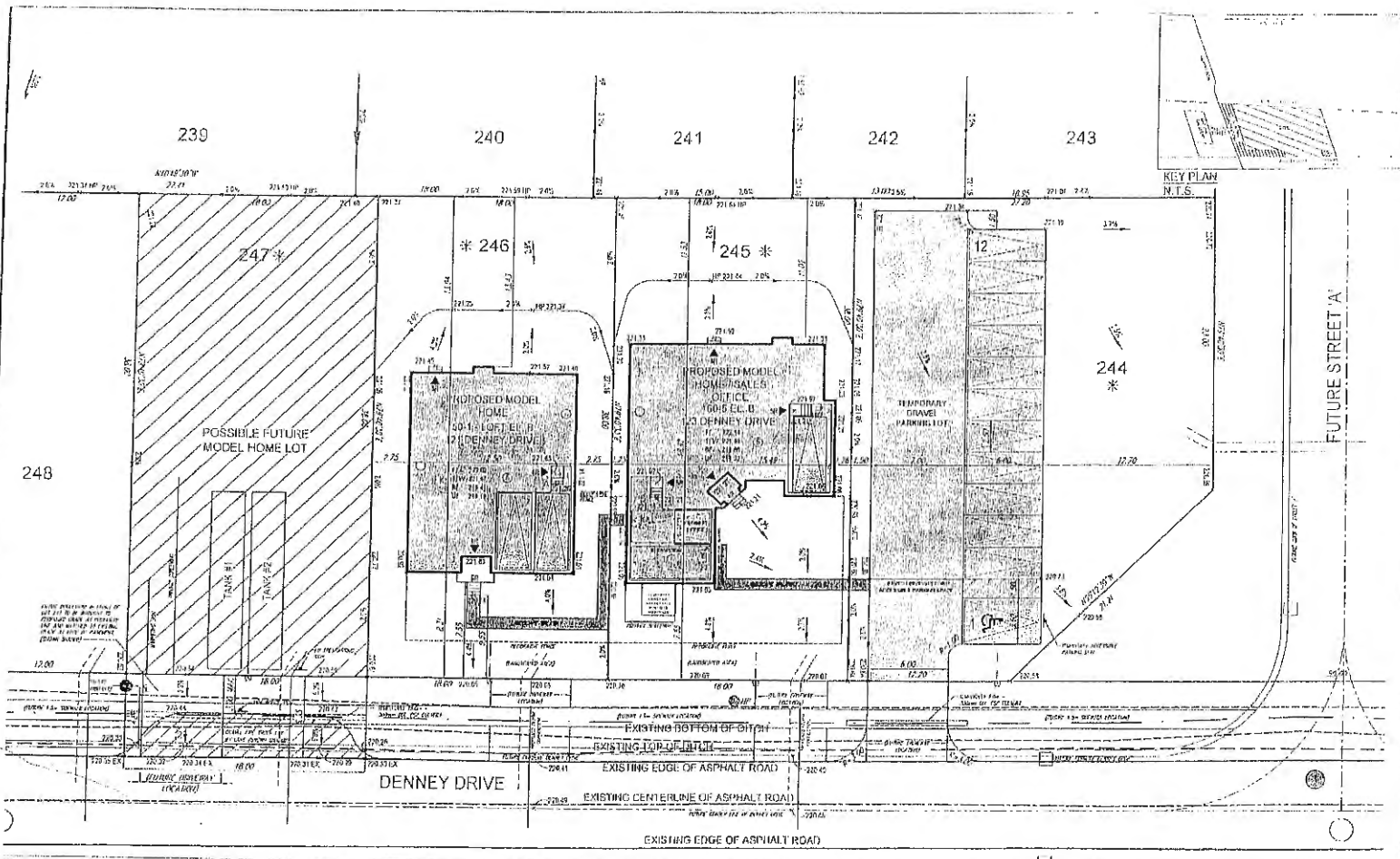
A reduced copy of the unregistered M-Plan is available for viewing at the Township of Essa offices during regular business hours.

4a

SCHEDULE "C"

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

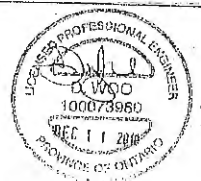
Location Sketch of Model Homes



- LEGEND**
- 1. LOT
 - 2. EASEMENT
 - 3. SETBACK
 - 4. DRIVE
 - 5. PARKING
 - 6. FUTURE DEVELOPMENT
 - 7. EXISTING BUILDING
 - 8. EXISTING DRIVE
 - 9. EXISTING ASPHALT
 - 10. EXISTING CONCRETE
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 - 98. EXISTING ASPHALT DRIVE
 - 99. EXISTING CONCRETE DRIVE
 - 100. EXISTING SAND DRIVE

DATE ISSUED: 2018/11/15
 27818
 32028

LOT 245/246
 1. SHADING AS BEING IN CONFORMANCE WITH THE ZONING BY-LAW AND THE LOT LAYOUT PLAN.
 2. CONFORMANCE WITH THE TOWNSHIP OF ESSA ZONING BY-LAW.
 DEC 11 2018



J. Wood
 Dec. 11, 2018

NOTE: SEWER PUMP OUTLET FOR LOTS 245 AND 246 TO BE INSTALLED UP TO THE EDGE OF DENNEY DRIVE. CONNECTION TO EXISTING STORM SEWER MAIN TO BE MADE.

	SITE STATS			
	LOT NUMBER			
	247	246	245	244
LOT AREA	694 sq. m.	619.54 sq. m.	694.53 sq. m.	621.16 sq. m.
BUILDING AREA		197.33 sq. m.	227.63 sq. m.	
LOT COVERAGE		28.95%	33.26%	
MIN. DRIVE HEIGHT (MEAN)	5.64 m.		6.03 m.	

ONE RISER DESIGNS
 30 WOODBINE DRIVE, UNIT 101
 L100, WILLOWDALE, ONTARIO M2H 3L2
 TEL: 416-491-1111 FAX: 416-491-1112
 WWW.ONERISERDESIGNS.COM

Brookfield Residential
 MODEL HOME GRADING SITE PLAN
 BAXTER TOWNSHIP OF ESSA
 DATE: 11/15/2018
 DRAWN BY: SP.1

SCHEDULE "D"

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

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

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

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

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

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

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

4a

SCHEDULE "E"

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

FORM OF LETTER OF CREDIT

BANK OF _____

DATE OF ISSUE: _____, 2012

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

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

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

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

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

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

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

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

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

4a

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

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

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

For and on Behalf of
Bank of _____

Bank of _____

(Authorized Signature)

(Authorized Counter Signature)

Letter of Credit Number: _____

THIS DOCUMENT CONSISTS OF TWO (2) PAGES



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: PD002-19

DATE: January 16, 2019

TO: Committee of the Whole

FROM: Colleen Healey, Manager of Planning & Development

SUBJECT: Summer Student

RECOMMENDATION

That Staff Report PD002-19 be received; and

That Council consider hiring a planning summer student in 2019, during budget deliberations.

BACKGROUND

The Planning and Development department is proposing to hire a university student in 2019, for 14 weeks, in order to assist the department with an initiative that will benefit all – with a focus on youth engagement in Essa.

Benefits	
Municipality	Student
Will gain from having staff devoted to a project, from beginning to end, to make advancement in a field not otherwise studied, where attention will help the Municipality going forward in the future.	Gains job experience that will help develop a career
Staff morale is boosted with bringing on youth	
Shows the public that we are giving youth a voice and listening to youth	
General public has been very supportive in the past when we help our youth – comments of support are often received from seniors on this	

COMMENTS AND CONSIDERATIONS

Stats Canada and Census data show that there is a huge/significant youth component making up Essa's population. However, many youth leave after high school and don't return. Much of our population is now made up of people moving northwards from the GTA. While these people now call Essa home, trends show that their children will grow up and move away. At the same time, our manufacturers are facing a skilled labour shortage.

The youth engagement project for 2019 would involve:

- Developing a Strategic Plan for youth engagement for the future in Essa
- Listening to what today's youth have to say (giving youth a direct voice to speak to the municipality)
- Sending surveys and holding focus groups and workshops to collect youth opinions
- Recommendations on future youth involvement with staff and Council
- Creating partnerships
- Supporting HCC projects
- Finding out why youth leave after high school and don't return – what sorts of fields (career paths) are they interested in
- Letting youth know of the sorts of skills and jobs that are available in Essa and the surrounding area

Goal(s) – engagement so that youth can be accommodated and retained to fill jobs/gaps in the manufacturing industry and all-round in our area.

Work Plan			
May	Week 1	Week 2	Week 3
Hire	Orientation <ul style="list-style-type: none"> • Health & Safety 	Orientation <ul style="list-style-type: none"> • Meet community • Carry out SWOT analysis 	Create survey
June	Week 4	Week 5	Weeks 6 – 7
	Plan Focus Groups	Plan Workshops	<ul style="list-style-type: none"> • Collect data • Meet public
July	Week 8 – 10	Week 11	
	<ul style="list-style-type: none"> • Collect data • Meet public 	Data entry	
August	Week 12	Week 13	Week 14
	Data analysis	Report to community	Report to Council

FINANCIAL IMPACT

Minimum wage and a 14 week work term would equate to \$6,860. We may qualify for a Federal grant if specific criteria is met to pay for a portion of the wages.

SUMMARY/OPTIONS

Council may:

1. Take no further action.
2. Consider a planning summer student during budget deliberations.

CONCLUSION

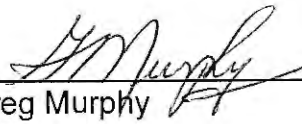
Option #2 is recommended.

Respectfully submitted:

Reviewed by:



Colleen Healey
Manager of Planning & Development



Greg Murphy
CAO

Attachments: None



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: PW001-19

DATE: January 16, 2019

TO: Committee of the Whole

FROM: Dan Perreault, C.E.T., Manager of Public Works

SUBJECT: 2018 Structure Inventory & Inspection Report

RECOMMENDATION

That Staff Report PW001-19 be received for information.

BACKGROUND

Under the Bridges Act, the Highway Traffic Act and the Public Transportation and Highway Improvement Act, a Professional Engineer must inspect municipal bridges and culverts of a span 3.0 metres or greater once every two years and the inspection methodology and reporting must be in accordance with the Ontario Structure Inspection Manual. AECOM completed this inspection in the Fall of 2018 and have provided a Structure Inventory & Inspection Report (dated December 2015), Attachment No.1, due to the size of the report, only the main report is attached to this council report, a full report can be provided to Council if they wish.

COMMENTS AND CONSIDERATIONS

A total of nineteen (19) bridge and culvert structures were appraised in 2018. The assignment included an assessment of thirteen (13) bridges and six (6) culverts which are currently identified on the Township of Essa's Road System. Key items contained within the inspection report are summarized below:

- There is one (1) bridge designated for further engineering investigations to confirm visual repair recommendations at a total cost of **\$16,000**.
- There are two (2) bridges designated for replacement at an estimated cost of **\$3,433,000**. The bridge replacement needs are based on deteriorated condition.
- Ten (10) bridges require rehabilitation at an estimated cost of **\$2,247,000**.
- Three (3) culverts require rehabilitation at an estimated cost of **\$229,000**.
- Three (3) bridges and one (1) culvert require guiderail installation, extension or upgrades at an estimated cost of **\$196,000**.
- A summary of the total structure construction and rehabilitation needs resultant from the 2018 Structure Appraisals for the ten year period are estimated to be **\$5,925,000** for the existing Township's structure system. Of this total cost **\$853,000** are for NOW needs, **\$4,731,000** are for structure 1-5 year needs and **\$341,000** are for the 6-10 year needs.
- The average age of the Township's bridge structures is **54.2** years; the average age of the culvert structures is **64.5** years.

The report identifies an immediate concern for the replacement of Structure No.18, which is located on Elizabeth Street at Simcoe Street in Angus. The report states; *Concrete barrel is in poor condition with a wide radial crack at the centreline, severe scour, severe scaling, spalls and*

delamination. (15m² poor) Severe scour at the northwest end of the barrel extends 435mm under the abutment wall. The southeast end of the barrel extends 570mm under the abutment wall. The scour extends the full width of the wall at several locations. The estimate for the replacement of this structure is \$737,000.

A bridge deck condition survey for Structure No.3 has also been identified as an immediate concern to confirm the repair recommendations in the report. The estimate cost for a bridge deck condition survey for this structure is \$16,000.

Bridge No.9, has been identified for a number of years for replacement due to it's age and insufficient deck width. In 2017, Council authorized the commencement of an Environmental Impact Assessment Study (EA). The assessment is ongoing and it is anticipated that the report will be completed in 2019. Staff has attempted to obtain funding from the Federal & Provincial Governments in the past and have been unsuccessful. The estimated replacement cost for this structure is \$2,696,000, this does not include the anticipated road work that would be required.

FINANCIAL IMPACT

Consideration is to be given in the 2019 budget deliberations to complete the deck condition assessment for Bridge No.3 for \$16,000 and the replacement of Structure No. 18 for \$737,000. Funds will also be required in 2019 to complete the EA for Bridge No.9.

The report also recommends that; *Based on the aforementioned and the data shown in Section 4 of this report, the estimated minimum annual capital program for structures should be in the amount of \$368,000 per year for the Township of Essa to maintain the current system adequacy. However, given the average age of the Township of Essa's structures inventory, it is quite probable that expenditures on structures will be even higher than estimated over the next decade as the older structures reach a terminal condition.*

SUMMARY/OPTIONS

Council may:

1. Take no further action.
2. Receive the 2018 Structure Inventory & Inspection Report and consider including AECOM's recommended bridge and culvert rehabilitation needs during budget deliberations.

CONCLUSION

Staff Recommends that Option 2 be approved.

Respectfully submitted,



Dan Perreault, C.E.T.
 Manager of Public Works

Reviewed by,



Greg Murphy
 Chief Administrative Officer

Attachments:

1. 2018 Structure Inventory & Inspection Report, prepared by AECOM



TOWNSHIP OF ESSA
MUNICIPAL STRUCTURE INVENTORY AND
INSPECTION - 2018

Prepared by:

AECOM
300 Water Street
Whitby, ON, Canada L1N 9J2
www.aecom.com

905 668 9363 tel
905 668 0221 fax

Project Number:

60589334

Date:

December, 2018

Statement of Qualifications and Limitations

The attached Report (the "Report") has been prepared by AECOM Canada Ltd. ("Consultant") for the benefit of the client ("Client") in accordance with the agreement between Consultant and Client, including the scope of work detailed therein (the "Agreement").

The information, data, recommendations and conclusions contained in the Report (collectively, the "Information"):

- is subject to the scope, schedule, and other constraints and limitations in the Agreement and the qualifications contained in the Report (the "Limitations");
- represents Consultant's professional judgement in light of the Limitations and industry standards for the preparation of similar reports;
- may be based on information provided to Consultant which has not been independently verified;
- has not been updated since the date of issuance of the Report and its accuracy is limited to the time period and circumstances in which it was collected, processed, made or issued;
- must be read as a whole and sections thereof should not be read out of such context;
- was prepared for the specific purposes described in the Report and the Agreement; and
- in the case of subsurface, environmental or geotechnical conditions, may be based on limited testing and on the assumption that such conditions are uniform and not variable either geographically or over time.

Consultant shall be entitled to rely upon the accuracy and completeness of information that was provided to it and has no obligation to update such information. Consultant accepts no responsibility for any events or circumstances that may have occurred since the date on which the Report was prepared and, in the case of subsurface, environmental or geotechnical conditions, is not responsible for any variability in such conditions, geographically or over time.

Consultant agrees that the Report represents its professional judgement as described above and that the Information has been prepared for the specific purpose and use described in the Report and the Agreement, but Consultant makes no other representations, or any guarantees or warranties whatsoever, whether express or implied, with respect to the Report, the Information or any part thereof.

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This Statement of Qualifications and Limitations is attached to and forms part of the Report and any use of the Report is subject to the terms hereof.

December 14, 2018

Dan Perreault, C.E.T.
Manager of Public Works
Township of Essa
5786 Country Road 21
Utopia, ON
L0M 1T0

Dear Mr. Perreault:

Project No: 60589334

Regarding: Municipal Structure Inventory and Inspection 2018

AECOM is pleased to submit this report with the respect to the results of the 2018 Municipal Structure Inventory and Inspection which outlines the results of our field inspection investigations for the above noted project.

This study was completed for the Structure appraisals using Worktech's Asset Foundation Software. Structures were reviewed in accordance with the Municipal Bridge Appraisal Manual and Municipal Culvert Appraisal Manual.

With this report, all structure related data for those structures appraised in 2018 have been updated to present day values and the content of the report reflects conditions as of the time of the field data collection, in October of 2018 for the structure inventory.

We trust that this report will be beneficial to the Township of Essa in developing their asset management plans and wish to express appreciation for the opportunity for AECOM to participate in the work.

Sincerely,
AECOM Canada Ltd.

Jovan Vukotic, P.Eng.
Manager, Structural Engineering, Whitby, Office
jovan.vukotic@aecom.com

JV/sw
Encl

Distribution List

# of Hard Copies	PDF Required	Association / Company Name
1		Township of Essa

Revision Log

Revision #	Revised By	Date	Issue / Revision Description

AECOM Signatures

Report Prepared By: _____

Shane Williams, P.Eng.
Project Engineer, Transportation

Stamp

Report Reviewed By: _____

Jovan Vukotic, P.Eng.
Manager, Structural Engineering

Stamp

Executive Summary

The Township of Essa 2018 Municipal Structure Inventory and Inspection Study provides a summary of structure condition ratings identified during rating surveys conducted by AECOM in 2018. All of the Township of Essa's structures of 3.0m span or greater were reviewed in 2018. The Township of Essa's total inventory of nineteen (19) structures are included in this report.

Data collection and structure ratings were completed in accordance with the Municipal Bridge Appraisal and Municipal Culvert Appraisal Manuals and the Ontario Structure Inspection Manual. The scope of the report includes summaries of collected data, with discussion and analysis regarding same.

A total of nineteen (19) bridge and culvert structures were appraised in 2018. The assignment included an assessment of thirteen (13) bridges and six (6) culverts which are currently identified on the Township of Essa's Road System. Key items contained within the inspection report are summarized below:

- There is one (1) bridge designated for further engineering investigations to confirm visual repair recommendations at a total cost of **\$16,000**.
- There are two (2) bridges designated for replacement at an estimated cost of **\$3,433,000**. The bridge replacement needs are based on deteriorated condition.
- Ten (10) bridges require rehabilitation at an estimated cost of **\$2,247,000**.
- Three (3) culverts require rehabilitation at an estimated cost of **\$229,000**.
- Three (3) bridges and one (1) culvert require guiderail installation, extension or upgrades at an estimated cost of **\$196,000**.
- A summary of the total structure construction and rehabilitation needs resultant from the 2018 Structure Appraisals for the ten year period are estimated to be **\$5,925,000** for the existing Township's structure system. Of this total cost **\$853,000** are for NOW needs, **\$4,731,000** are for structure 1-5 year needs and **\$341,000** are for the 6-10 year needs.
- The average age of the Township's bridge structures is **54.2** years; the average age of the culvert structures is **64.5** years.

Recommended funding for the structure inventory would include sufficient capital expenditures that would allow the replacement of infrastructure as it meets its design life.

For new structures, the design lifespan is now 75 years; however, structures constructed prior to 2000 were generally designed for a 50 year lifespan. Accordingly between 1.5% and 2.0% of the value of the entire structure inventory should be expended annually to ensure that the structure inventory can be maintained in perpetuity. It is noted that as the structures are replaced, the annual allocation could be reduced to 1.5%.

Based on the aforementioned and the data included in this report, the estimated minimum annual capital program for structures should be in the amount of **\$368,000** per year for the Township of Essa to maintain the current system adequacy. However, given the average age of the Township of Essa's structures inventory, it is quite probable that expenditures on structures will be even higher than estimated over the next decade as the older structures reach a terminal condition.

All costs contained within the structure appraisal reports include engineering and contingencies, and are based on 2018 construction dollars.

Rehabilitation and replacement recommendations are provided within this report. The costs associated within these recommendations should be budgeted above and beyond the recommended replacement budget to maximize the service life of the structures.

Completion of the 2018 re-inspection of nineteen (19) bridge and culvert structures on the Township's road system has resulted in reliable and current data being available to the Township to implement a maintenance program ensuring the Township's structures are kept safe and in good repair. Maintenance of the Bridge and Culvert Management Program will require updating of

databases on an on-going annual basis to reflect previous year rehabilitation/replacement project updates. It is recommended that the structures be re-inspected under the direction of a qualified structural engineer every two (2) years.



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- Appendix B. Bridge Improvement Needs
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- Appendix D. Bridge and Culvert Management Program
- Appendix E. Structure Appraisal Sheets

1. Introduction

The Township of Essa 2018 Municipal Structure Inventory and Inspection Study provides a summary of structure condition ratings identified during rating surveys conducted by AECOM in 2018. All of the Township of Essa's structures of 3.0m span or greater were reviewed in 2018. The Township of Essa's total inventory of nineteen (19) structures are included in this report.

The Province of Ontario passed amendments in 1997 to existing legislation in the Highway Traffic Act (HTA), The Bridge Act (BA) and the Public Transportation and Highway Improvement Act (PTHIA) that required all bridge, culvert and retaining wall structures with a span greater than 3.0m to be inspected under the direction of a Professional Engineer at no greater than two (2) year intervals. The inspection methodology and reporting must be in accordance with the Ontario Structure Inspection Manual (or equivalent).

Data collection and structure ratings were completed in accordance with the Municipal Bridge Appraisal and Municipal Culvert Appraisal Manuals and the Ontario Structure Inspection Manual.

The scope of the report includes summaries of collected data, with discussion and analysis regarding same.

Also under the new regulations, municipalities are still responsible for passing load limit bylaws. In place of the MTO review, engineering recommendations to support the load limit and the duration for which it is valid, must now be stamped by two (2) professional engineers.

AECOM Canada Ltd. was retained by the Township of Essa to re-inspect a total of nineteen (19) bridge and culvert structures on the Township's road system and prioritize the maintenance, repair and replacement works for these structures.

AECOM Canada Ltd. has completed the structure appraisals using WorkTech's Asset Foundation Software.

The procedures used to carry out this 2018 structure inventory are explained in detail in the following manuals published by the Ministry of Transportation and Municipal Engineers Association.

- a) Municipal Bridge Appraisal Manual
February 1992
- b) Municipal Culvert Appraisal Manual
August 1993
- c) Ontario Structure Inspection Manual 2000 (OSIM)
Revised (Nov 2000 and Apr 2003)

This report documents the visual inspection and recommendations for the maintenance, repair or replacement (MR&R) of the structures.

2. Scope of Work

The assignment included an assessment of thirteen (13) bridges and six (6) culverts which are currently identified on the Township of Essa's Road System. The work involved the following tasks:

1. A visual re-inspection for deficiencies and the recording of any relevant dimensions.
2. An updated photographic inventory of the structure appearance and deficiencies.
3. The compilation of the field review using Worktech Asset Foundation Software.
4. An individual assessment of the condition and state of repair/non-repair of each structure, as well as the recommendation of improvements and estimated costs to bring the existing structure to an acceptable level-of-service.
5. Recommendation of the feasible options and cost-effectiveness of maintaining the existing structure versus possible replacement and the costs and timing of the same.
6. Development of a spread sheet program to determine various condition and appraisal ratings for each structure. The program includes an algorithm to determine an Overall Condition Rating, Functional Needs Rating and Overall Rating for each structure as outlined in *Appendix D*. Relative rankings of bridge and culvert needs have also been provided.
7. Identification of specific budget recommendations for detailed condition surveys and bridge rehabilitation/replacement including associated engineering design and supervision and construction estimates.

3. Structure Categorization

The following definitions were used in the preparation of the Bridge and Culvert Appraisal Sheets:

- Bridge - In general, transfers all live loads through a superstructure to a substructure and foundations. Bridges that were originally designed as a bridge and have some depth of fill placed over the deck have been appraised as a bridge.
- Box or open type structure having less than 600 mm of cover have been appraised as a bridge and those with more than 600 mm of cover have been appraised as a culvert.
- Culvert - In general, transfers all live loads through fill.

4. Structure Appraisals and Identification of Maintenance, Repair and Replacement Needs

A total of nineteen (19) bridge and culvert structures were appraised in 2018. The results of our inspection and recommendations are summarized on the Municipal Bridge and Culvert Appraisal Sheets which are provided in *Appendix E*. A summary of the results of the inspection and appraisal program for all bridge and culvert structures has been presented in *Appendices B and C*. *Appendix B* contains a list of the thirteen (13) bridges inventoried and appraised while *Appendix C* lists the six (6) culverts.

Based on a review of our inspection findings, recommendations and cost estimates were developed for structures which required maintenance, repair or replacement as shown in the Recommended Needs section of the structure appraisal sheets. *Tables B1 and C1* included in *Appendix B* and *Appendix C* summarize basic structure data for all bridge and culvert needs identified through the structure appraisal. The priority ranking of the bridges and culverts based on the results of the Bridge and Culvert Management System are also shown. Of the nineteen (19) bridge and culvert structures that were appraised in 2018, recommendations are summarized in *Sections 4.1 to 4.4* of this report.

All costs contained within the structure appraisal reports include engineering and contingencies, and are based on 2018 construction dollars.

4.1 Load Limit Bylaws

L3 postings govern single unit vehicles; L2 postings govern two unit vehicles; and L1 postings govern vehicle trains. Section 13 of Bill 92 amends Section 123 of the Highway Traffic Act dealing with the load limit by-laws. Municipalities retain the authority to pass load limit by-laws, but approval of the Minister of Transportation is no longer required. Two engineer's stamps for all load limit by-law recommendations, including load posting and duration, generally 2 years, are now required. Load posting assessments are currently being carried out during the annual bridge appraisal updates. Load limit recommendations are summarized in *Table 1*.

Table 1 Load Limit Recommendations

Load Limit Recommendations							
Structure No.	Location	Existing Load Limit			Recommended Load Limit		
		L3	L2	L1	L3	L2	L1
-	-	-	-	-	-	-	-

4.2 Engineering Investigations

There is one (1) bridge designated for further engineering investigations to confirm visual repair recommendations as summarized in *Table 2* at a total cost of **\$16,000**.

Table 2 Engineering Investigations

Engineering Investigations				
Structure No.	Location	Recommended Engineering Investigation	Cost for Budget Purposes	Estimated Rehabilitation Cost
3	30th Sideroad, 0.20 km E of 5th Line	Deck Condition Survey	\$16,000	\$90,000

4.3 Structure Removal

- There are no structures recommended for removal at this time.

4.4 Structure Replacements

- There are two (2) bridges designated for replacement, as shown in *Table 4* at a total cost of **\$3,433,000**.
- There are no culverts designated for replacement at this time.

4.5 Structure Rehabilitations

- Ten (10) bridges require rehabilitation, as identified in *Table 5* at a total cost of **\$2,247,000**. They are presented in order of priority as determined from the Bridge Improvement Priority Program.
- Three (3) culverts require rehabilitation, as identified in *Table 6* at a total cost of **\$229,000**. They are presented in order of priority as determined from the Culvert Improvement Priority Program.
- Three (3) bridges require guide rail installation, extension or upgrades as identified in *Table 7* at a total cost of **\$112,000**.
- One (1) culvert requires guide rail installation, extension or upgrades as identified in *Table 7* at a total cost of **\$84,000**.

Overall Structure Inventory with priority rankings for all bridge and culvert structures has been identified in *Table 8*.

Table 3 Structure Removal

Asset ID	Priority	Location	Reason for Improvement	Estimated Remaining Service Life	Impact of Deferral	Interim Works to Extend Life	Removal Cost
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-

Table 4 Structure Replacements

Asset ID	Priority	Location	Reason for Improvement	Estimated Remaining Service Life	Impact of Deferral	Interim Works to Extend Life	Replacement Cost
43 9	1	5 th Line, 1.95 km N of 20 th Sideroad	Deteriorated Condition	7 yrs	N/A	N/A	\$2,696,000
18	2	Elizabeth Bridge, Elizabeth Street, 0.01 km E of Simcoe Street	Deteriorated Condition	0 yrs	Load Restrictions or Closure	N/A	\$737,000
-	-	-	-	-	-	-	-

TS

Table 5 Structure Rehabilitations – Bridges

Structure No.	Priority	Bridge Name	Location	Recommended Work	Rehabilitation Cost
15	3	5th Sideroad	5th Sideroad, 0.20 km E of 6th Line (South Leg)	Overlay, waterproof and pave bridge deck, convert bridge to semi-integral construction, replace handrails to current standards, replace bearings and deck drains, repair girders and shear blocks and restore embankments in front of the abutments	\$1,095,000
3	4	30th Sideroad	30th Sideroad, 0.20 km E of 5th Line	Patch concrete handrail, soffit and patch, waterproof and pave deck	\$90,000
8	5	8th Line	8th Line, 1.50 km S of 30th Sideroad	Repair handrails and abutment	\$33,000
16	6	Louis E Truax Bridge	6th Line, 2.40 km N of Highway 89	Overlay, waterproof and pave bridge deck, modify parapet walls to meet current standards, convert abutment expansion joints to semi-integral construction, modify deck drains, patch girders, and upgrade guide rail end treatments	\$755,000
6	7	King Street Bridge	King Street, Angus, 0.20 km E of Mill Street	Repair concrete posts, concrete deck, soffit, curb at Southwest and T-beams and install guiderail in northwest quadrant	\$108,000
7	8	Colwell Bridge	9th Line, 0.80 km S of 30th Sideroad	Replace fill under northeast bearing pad and replace deteriorated sections of deck and curb, replace bent brace and cracked stringer	\$43,000
2	9	30th Sideroad	30th Sideroad, 0.20 km W of 5th Line	Repair soffit and abutment	\$16,000
4	11	5th Line	5th Line, 2.70 km N of 25th Sideroad	Upgrade guide rail end treatments, patch soffit and remove debris from watercourse	\$82,000
17	12	Ross E. Whiteside Bridge	Concessions IV & V, Lot 3, 1.50 km N of Highway 89	Restore embankments	\$14,000
10	13	6th Line	6th Line, 0.20 km S of Murphy Road	Patch repair spalls and abutment wall, parapet wall and wingwall	\$11,000

Table 6 Structure Rehabilitations – Culverts

	Priority	Culvert Name	Location	Recommended Work	Rehabilitation Cost
13	1	6th Line	6th Line, 1.2 km S of Murphy Road	Repair culvert walls, soffit and install steel beam guide rail over the structure and on the approaches	\$118,000
12	2	10th Line	10th Line, 0.30 km N of County Road 21	Repair wingwalls, barrel walls and invert slab, and provide scour protection at wingwalls	\$66,000
14	3	5th Line	5th Line, 0.1 km N of 10th Sideroad	Repair barrel, provide scour protection at outlet, repair Northwest wingwall and restore gabion baskets	\$45,000

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Table 7 Summary of NOW Guide Rail Requirements

Older structures often lack approach guide rail or incorporate approach guide rail systems with buried or terminal ends that are considered to be deficient relative to current standards for end treatments. Additionally, railing systems on older structures often require augmentation with guide rail type systems installed in front of the railings. There are three (3) bridges and one (1) culvert that require guide rail installation, extension or upgrades as identified in *Table 7* at a total cost of \$196,000.

GUIDE RAIL REQUIREMENTS				
Structure ID	Bridge Name	Location	Recommended Work	Estimated Cost
16	Louis E Truax Bridge	6th Line, 2.40 km N of Highway 89	Upgrade guide rail end treatments	\$28,000
4	5th Line	5th Line, 2.70 km N of 25th Sideroad	Upgrade guide rail end treatments	\$56,000
6	King Street Bridge	King Street, Angus, 0.20 km E of Mill Street	Install guide rail in northwest quadrant	\$28,000
CULVERT REQUIREMENTS				
Structure ID	Culvert Name	Location	Recommended Work	Estimated Cost
13	6 th Line	6 th Line, 1.2 km S of Murphy Road	Install steel beam guide rail over the structure and on the approaches	\$64,000

All guide rail requirement costs provided do not include the potential traffic control costs that may be incurred if the guide rail work is undertaken independent of other necessary works.

Table 8 Overall Structure Inventory

Structure No.	Priority	Bridge Name	Location
1	10	5th Line	5th Line, 0.20 km N of 30th Sideroad
2	9	30th Sideroad	30th Sideroad, 0.20 km W of 5th Line
3	4	30th Sideroad	30th Sideroad, 0.20 km E of 5th Line
4	11	5th Line	5th Line, 2.70 km N of 25th Sideroad
6	7	King Street Bridge	King Street Bridge, 0.20 km E of Mill Street
7	8	Colwell Bridge	Colwell Bridge, 0.80 km S of 30th Sideroad
8	5	8th Line	8th Line, 1.50 km S of 30th Sideroad
9	1	5th Line	5th Line, 1.95 km N of 20th Sideroad
10	13	6th Line	6th Line, 0.20 km S of Murphy Road
15	3	5th Sideroad	5th Sideroad, 0.20 km E of 6th Line (South Leg)
16	6	Louis E Truax Bridge	Louis E Truax Bridge, 2.40 km N of Highway 89
17	12	Ross E. Whiteside Bridge	Ross E. Whiteside Bridge, 1.50 km N of Highway 89
18	2	Elizabeth Bridge	Elizabeth Bridge, 0.01 km E of Simcoe Street

Structure No.	Priority	Culvert Name	Location
5	5	Muskoka Road 2	6th Line, 0.6 km S of 30th Sideroad
11	4	Lot 13, Conc 4/5 Culvert	9th Line, 0.1 km S of County Road 21
12	2	Lot A, Conc 1 (Draper)	10th Line, 0.30 km N of County Road 21
13	1	Lot 25, Conc 11 (Ryde)	6th Line, 1.2 km S of Murphy Road
14	3	Lot 26, Conc 9 (Ryde)	5th Line, 0.1 km N of 10th Sideroad
19	6	Lot 8, Conc 17 (Wood)	King Street Culvert, 0.01 km E of Elizabeth Street

ET

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4.6 Monitoring

There are no structures at this time that require on-going monitoring to ensure safety and serviceability as shown in Table 9.

Table 9 Monitoring

Monitoring		
Structure No	Location	Monitoring Requirements

5. Structure Inventory and Construction Needs Summary

- Tables 10 and 11 which follow provide a summary of the total structure construction and rehabilitation needs resultant from the 2018 Structure Inspections. For the ten year period, the rehabilitation needs are estimated to be \$5,696,000 for the existing Township's structure system. Of this total cost \$853,000 are for NOW needs, \$4,625,000 are for structure 1-5 year needs and \$218,000 are for the 6-10 year needs.

Table 10 Bridge Improvement Needs Summary

Not Adjusted for Owner Share (\$)				
	NOW	1-5	6-10	Total
Const	481,000.00	2,497,000.00	0.00	2,978,000.00
Const Extra	256,000.00	199,000.00	0.00	455,000.00
Inspection	0.00	16,000.00	0.00	16,000.00
Rehab	92,000.00	1,692,000.00	182,000.00	1,966,000.00
Rehab Extra	24,000.00	221,000.00	36,000.00	281,000.00
Total	853,000.00	4,625,000.00	218,000.00	5,696,000.00

Adjusted for Owner Share (\$)				
	NOW	1-5	6-10	Total
Const	481,000.00	2,497,000.00	0.00	2,978,000.00
Const Extra	256,000.00	199,000.00	0.00	455,000.00
Inspection	0.00	16,000.00	0.00	16,000.00
Rehab	92,000.00	1,692,000.00	182,000.00	1,966,000.00
Rehab Extra	24,000.00	221,000.00	36,000.00	281,000.00
Total	853,000.00	4,625,000.00	218,000.00	5,696,000.00

Table 11 Culvert Improvement Needs Summary

Not Adjusted for Owners Share (\$)				
	NOW	1-5	6-10	Total
Const	0.00	0.00	0.00	0.00
Const Extra	0.00	0.00	0.00	0.00
Inspection	0.00	0.00	0.00	0.00
Rehab	0.00	88,000.00	106,000.00	194,000.00
Rehab Extra	0.00	18,000.00	17,000.00	35,000.00
Total	0.00	106,000.00	123,000.00	229,000.00

Adjusted for Owners Share (\$)				
	NOW	1-5	6-10	Total
Const	0.00	0.00	0.00	0.00
Const Extra	0.00	0.00	0.00	0.00
Inspection	0.00	0.00	0.00	0.00
Rehab	0.00	88,000.00	106,000.00	194,000.00
Rehab Extra	0.00	18,000.00	17,000.00	35,000.00
Total	0.00	106,000.00	123,000.00	229,000.00

5.1 Structure Inventory Replacement Value

Table 12 (below) provides a conservative estimate of structure replacement costs on a per structure basis. The costs have been prepared based on weighted average of each structure type from the municipal database. The values shown in Table 12 include the construction costs based on the costs obtained from recent contracts, and adjustments factors including basic construction, contingency, engineering, and terrain type. The cost of structures is more variable than the cost of the road construction as factors such as the roadside environment, the feature the structure is spanning, construction material, and anticipated lifespan influence the costing to a greater degree.

Table 12 Structure Replacement Value

Structure Type	Replacement Value	Adjusted Replacement Value
Bridge	\$549,882 - \$3,424,384	\$1,416,375
Culvert	\$279,734 - \$927,159	\$556,198

6. Normal Structure Maintenance

A summary of normal structure maintenance for all bridge and culvert structures has been presented in *Table 13* (below) as a result of the 2018 re-inspections.

Table 13 Normal Structure Maintenance Summary

Bridge Maintenance		
Bridge No.	Location	Maintenance Requirements
1	5th Line, 5th Line, 0.20 km N of 30th Sideroad	Remove debris from watercourse
3	30th Sideroad, 30th Sideroad, 0.20 km E of 5th Line	Remove debris from watercourse
6	King Street Bridge, King Street, Angus, 0.20 km E of Mill Street	Install hazard markers
9	5th Line, 5th Line, 1.95 km North of 20th Sideroad	Remove debris upstream, downstream and below structure

Culvert Maintenance		
Culvert No.	Location	Maintenance Requirements
13	6th Line, 6th Line, 1.2 km S of Murphy Road	Remove debris from watercourse

7. Recommended Program Funding Levels

Recommended program funding level calculations are typically based on the length of or number of the infrastructure types and average widths of same within the database.

It should be noted that the budgetary recommendations in this report do not include items in the budget related to development and growth. Those items are in addition to the recommendations in this report and should require another funding source.

7.1 Capital Replacements

Recommended funding for the structures inventory would include sufficient capital expenditures that would allow the replacement of infrastructure as it meets its design life.

For new structures, the design lifespan is now 75 years; however, structures constructed prior to 2000 were generally designed for a 50 year lifespan. Accordingly between 1.5% and 2.0% of the value of the entire structure inventory should be expended annually to ensure that the structure inventory can be maintained in perpetuity. It is noted that as the structures are replaced, the annual allocation could be reduced to 1.5%.

The average age of the Township's bridge structures is **54.2** years; the average age of the culvert structures is **64.5** years.

Based on the aforementioned and the data shown in *Section 4* of this report, the estimated minimum annual capital program for structures should be in the amount of **\$368,000** per year for the Township of Essa to maintain the current system adequacy. However, given the average age of the Township of Essa's structures inventory, it is quite probable that expenditures on structures will be even higher than estimated over the next decade as the older structures reach a terminal condition.

7.2 Major Maintenance

Rehabilitation and replacement recommendations are provided within this report (*see section 4*). The costs associated within these recommendations should be budgeted above and beyond the recommended replacement budget suggested in *Section 7.1* to maximize the service life of the structures.

8. Conclusions

Completion of the 2018 re-inspection of the nineteen (19) bridge and culvert structures on the Township's road system has resulted in reliable and current data being available to the Township to implement a maintenance program ensuring the Township's structures are kept safe and in good repair.

Maintenance of the Bridge and Culvert Management Program will require updating of the database on an on-going annual basis to reflect previous year rehabilitation/replacement project updates. It is recommended that the structures be re-inspected by a qualified structure engineer every two (2) years.

We trust that the foregoing will assist you in implementing a cost effective structure maintenance, repair and replacement program.



9a

TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: C001-19
DATE: January 16, 2019
TO: Committee of the Whole
FROM: Krista Pascoe, Clerk's Assistant / Accessibility Coordinator
SUBJECT: Essa Public Library Board - Appointments

RECOMMENDATION

That Staff Report C001-19 be received; and
That Council consider appointing the following persons to the Essa Public Library Board:

- Derek McKeever
- Judith Hunter
- Susanna Malick
- Carol Cryer
- Andrew Morrison
- Jennett Bushey

BACKGROUND

At its meeting of December 19, 2018, Council requested that the existing Board members of the Essa Public Library Board provide Council with their selection of proposed members to be appointed to the Essa Public Library Board for the upcoming 2018-2022 term.

In accordance with Council's direction, the Clerk's Department provided the applications to the CEO of the Essa Public Library, Laura Wark.

COMMENTS AND CONSIDERATIONS

The following members have been selected by the current Board members of the Essa Public Library to sit on the Board for the 2018- 2022 term;

- Derek McKeever
- Judith Hunter
- Susanna Malick
- Carol Cryer
- Andrew Morrison
- Jennett Bushey

FINANCIAL IMPACT

There is no financial impact.

9a

SUMMARY/OPTIONS

Council may:

1. Take no further action.
2. **Approve the Essa Public Library Board Appointments as put forth in this Report.**
3. Deny the Request.


CONCLUSION

It is recommended that Council approve Option 2.

Respectfully submitted:

Reviewed by:

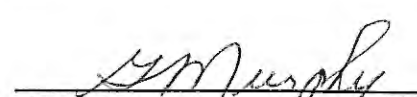
Reviewed by:



Krista Pascoe
Clerk's Assistant



Lisa Lehr
Clerk



Greg Murphy
Chief Administrative Officer



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: C003-19
DATE: January 16, 2019
TO: Committee of the Whole
FROM: Lisa Lehr, Clerk
SUBJECT: Commercial Retail Cannabis Stores – Opt-in / Opt-out

RECOMMENDATION

That Staff Report C003-19 be received; and

That Council consider opting-out of hosting cannabis retail stores in the Township of Essa at this time, thereby prohibiting the operation of retail cannabis stores within the boundaries of Essa Township; and

That Staff be directed to communicate this decision to the Alcohol and Gaming Commission of Ontario (AGCO) prior to the January 22, 2019 cut-off date.

BACKGROUND

At its meeting of December 19, 2018, Council passed the following resolution in relation to Staff Report C042-18 (Attachment No. 1), re: Commercial Retail Cannabis Stores – Opt-in / Opt-out:

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

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

----Carried----

It has been confirmed that Inspector Steve Clegg is scheduled to make a delegation to Council at their meeting of January 16, 2019.

A decision from Council is now required to "Opt-In / Opt-Out" of Commercial Retail Stores in the Township of Essa, as the deadline date for opting-out is fast approaching.

COMMENTS AND CONSIDERATIONS

AGCO has provided a link on their website for municipalities to use for tracking the status of the decisions of Councils for Ontario municipalities. Attachment No. 2 contains a listing of Ontario municipalities which have "opted-out" as of January 10, 2019. Attachment No. 3 contains a listing of Ontario municipalities which have "opted-in" as of January 10, 2019. This listing gets updated quite frequently, however it only contains the decisions that have been posted as of January 10, 2019.

The author of this report has contacted the following municipalities to inquire as to the status of their Council's decision on the matter:

Municipality	Opted In	Opted Out	Decision Not Yet Made
Adjala – Tosorontio		Opted Out	
Barrie			Final Decision to be rendered Jan 14/19
Bradford West-Gwillimbury	Opted In Decision Rendered January 8, 2019		
Clearview		Opted Out Decision Rendered January 7, 2019	
Innisfil			Decision to be rendered Jan 17/19
New Tecumseth			Decision to be rendered Jan 14/19
Springwater	Opted In Decision Rendered January 9, 2019		

It is strongly recommended that a public consultation process be undertaken prior to Council exercising their right to opt-in on the brick-and-mortar retail cannabis stores. Given that municipalities have only one opportunity to opt-out of commercial retail cannabis stores operating in their municipal boundaries, it is recommended that Council consider opting-out at this time.

FINANCIAL IMPACT

SUMMARY/OPTIONS

Council may:

1. Do nothing, whereby the municipality automatically defaults to "opting-in" to allow commercial retail cannabis stores in the municipal boundaries of Essa Township.
2. **Opt-out of hosting commercial retail cannabis stores in the Township of Essa at this time, thereby prohibiting the operation of commercial retail stores within the boundaries of Essa Township; and direct staff to communicate this decision to the AGCO.**
3. Direct staff as Council deems appropriate.

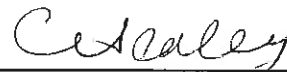
Staff recommends that Council authorize staff to proceed with Option No. 2 as outlined above.

Respectfully submitted:

Reviewed by:



Lisa Lehr
 Clerk



Colleen Healey
 Manager Planning and Development

Attachments:

- 1 – Copy of Staff Report C042-18 (from December 19, 2018)
- 2 – Spreadsheet from AGCO of municipalities that have confirmed Opting-in of retail cannabis
- 3 – Spreadsheet from AGCO of municipalities that have confirmed Opting-out of retail cannabis



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: C042-18
 DATE: December 19, 2018
 TO: Committee of the Whole
 FROM: Lisa Lehr, Clerk
 SUBJECT: Commercial Retail Cannabis Stores – Opt-in / Opt-out

RECOMMENDATION

That Staff Report C042-18 be received; and

That Council consider opting-out of hosting cannabis retail stores in the Township of Essa at this time, thereby prohibiting commercial retail stores within the boundaries of Essa Township; and

That Staff be directed to communicate this decision to the Alcohol and Gaming Commission of Ontario (AGCO) prior to the January 22, 2019 cut-off date.

BACKGROUND

Recreational cannabis became legal on October 17, 2018 under Bill C-45. The federal government legalized the sale of cannabis to adults 19 years of age or older. At the time of writing this report, the sale of legal cannabis in Ontario is permitted only through the Ontario Cannabis Store (OCS) website. As of April 1, 2019, the Province of Ontario will be permitting cannabis to be sold at private commercial retail stores.

On November 15, 2018, the Province passed O. Regulation 468/18, the *Cannabis License Act*, 2018, S.O. 2018, c.12, which governs private retail cannabis stores in Ontario. Schedule 2 specifies that a municipality has *no power to license and regulate cannabis retail stores*. As such, the Province has authorized the Alcohol and Gaming Commission of Ontario (AGCO) to license and regulate private retail cannabis stores.

The above-noted regulation provides details on how private retail cannabis storefronts will operate in Ontario, and allows local councils a one-time opportunity to "opt-out", thereby prohibiting private retail cannabis stores from legally selling cannabis within their municipal boundaries. Municipalities only have until January 22, 2019 to exercise this "opt-out" option. If no decision is made (and communicated to AGCO by January 22, 2019), then by default the Province will automatically assume that the municipality has "opted-in" to host retail cannabis stores within its boundaries.

It is important to note that the *Cannabis License Act*, 2018, has placed restrictions on a municipality's by-law making authority, whereby municipalities are not permitted to regulate retail cannabis stores through their business licensing by-laws or through zoning regulations.

Section 42(1) stipulates that *"the authority to pass a business licensing by-law within the meaning of the Municipal Act, 2001, or a by-law, does not include the authority to pass a by-law providing for a system of licenses respecting the sale of cannabis, holders of a license or authorization issued under this Act or cannabis retail stores"*.

Additionally, subsection 42(2) further states that the *"authority to pass a by-law under sections 34, 38 or 41 of the Planning Act does not include the authority to pass a by-law that has the effect of distinguishing between a use of land, a building or a structure that includes the sale of cannabis and a use of land, a building or a structure that does not include the sale of cannabis"*.

As can be seen above, the Township's Official Plan and Zoning By-laws are not permitted to regulate the location(s) of commercial retail cannabis stores. The AGCO, as the intake agent for applications, will determine what locations will be permitted. As such, AGCO could potentially locate a commercial cannabis retail store anywhere within the municipality, but presumably where retail is a normal use.

The legislation does stipulate that cannabis retail stores are not permitted to be located closer than 150 metres from a school or a private school (as defined in the *Education Act*). Additionally, the retail space must be enclosed by walls separating it from any other commercial establishment for activity and from any outdoor area.

COMMENTS AND CONSIDERATIONS

Opt-Out

Local municipalities have a one-time opportunity to opt-out from allowing retail cannabis stores (commercial sales of cannabis) to be located within their municipal boundaries. A resolution of Council is required to exercise this option no later than January 22, 2019, and the resolution is required to be communicated no later than three business days after the resolution is passed (s. 22(1)).

Should Council wish to opt-out of retail cannabis stores at this time (thereby prohibiting the operation of retail cannabis stores within the municipal boundaries of Essa Township) then cannabis will continue to be available by purchasing online through the Ontario Cannabis Store. A municipality that has exercised this option can always opt-in at any time in the future.

No Decision

If Council does not pass a resolution to specifically opt-out of retail cannabis stores in the Township of Essa, then by default the Province will automatically assume that the municipality has opted-in to host retail cannabis stores. If this happens, then AGCO would be the intake agent for applications from interested parties (ie: potential store owners), and municipalities would receive notification from AGCO whereby the municipality would have 15 days to comment to the Province on the proposed application.

Opt-In

Should Council wish to opt-in for the commercial retail cannabis stores to be located within the boundaries of the Township, then store operators would have to apply to the AGCO, whereby each business owner, manager, and landlord will be reviewed by the Province. Each owner (Retail Operator License) and store location will require a license issued by the Province. Any

persons operating a retail location outside of the licensing requirements, or being associated with organized crime, or not in tax compliance, will be prohibited from obtaining a license by the Province.

The AGCO would also require particulars to be submitted to them from the store owner/operators regarding store format, security requirements and staff training requirements. Stores would be stand-alone stores, and no person under the age of 19 would be permitted to enter a commercial cannabis retail store.

If a municipality opts-in to allow retail cannabis stores, then prior to a location being approved by the AGCO, there is a 15 day commenting period to the Province. There is uncertainty with respect to how a municipality or the general public will be made aware of a proposed license; a municipality may not get a direct notice. (Notice may be simply by a posted notice at the location, which means that notice might be given or a location and the municipality may miss the commenting period).

**Council has to determine prior to making a decision to opt-in as to whether 15 days would be a sufficient amount of time to comment on a proposed application, considering that a staff report to Council would be the likely method to seek comments from Council and other departments. AMO has circulated a draft template of which would assist municipalities in preparing a municipality for opting-in (Attachment No. 3).

Staff does not have any research to indicate whether a retail cannabis store would be an economic driver for the Township of Essa, or if it would be a detractor for existing businesses. Should the municipality opt-out at this time, it can always opt-in at any time in the future when information and experiences from other municipalities can be of assistance.

Given the contentious nature of the subject matter, if Council considers opting-in (at any time in the future) to allow retail cannabis stores within Essa's boundaries, then a public consultation should take place (municipalities are doing this in the form of a survey) seeking public feedback prior to opting-in.

FINANCIAL IMPACT

The Province has committed to a distribution of \$15,000,000.00. Basic funding shall be provided to municipalities in early January 2019 regardless of their opt-in/opt-out status starting in early 2019.

The Province has committed to a distribution of \$15,000,000.00. A second follow-up payment will be provided to municipalities and adjusted on a per capita basis to municipalities which have opted-in. For those that have opted out, the payment will max out at \$5,000.00 only.

The funding must be used by municipalities to address costs directly related to the legalization of recreational cannabis (ie: increases to enforcement, response to public inquiries, fire services, By-law/Policy development, etc.). The acceptable uses for the funding received will be outlined in correspondence from the Ministry of Finance.

SUMMARY/OPTIONS

1. Do nothing, whereby the municipality automatically defaults to "opting-in" to allow commercial retail cannabis stores in the municipal boundaries of Essa Township.



2. **Opt-out of hosting commercial retail cannabis stores in the Township of Essa at this time, thereby prohibiting commercial retail stores within the boundaries of Essa Township; and direct staff to communicate this decision to the AGCO.**
3. Defer its decision to opt-in / opt-out to the first meeting in January 2019, and direct Staff to immediately commence a public consultation in the form of a survey seeking feedback from residents, and provide Council with the results at their first meeting in January 2019.

Staff recommends that Council authorize staff to proceed with Option No. 2 as outlined above.

Respectfully submitted:

Reviewed by:

Lisa Lehr
Clerk

Greg Murphy
Chief Administrative Officer

Attachments:

- 1 – Ontario Regulation 468/18 *Cannabis Licensing Act*, 2018
- 2 – Presentation by Barriston LLP, "Municipal Regulation of Cannabis"
- 3 – Draft Template from AMO – Municipal Cannabis Template-Information to help municipal staff prepare reports for councils.

Français

ONTARIO REGULATION 468/18

made under the

CANNABIS LICENCE ACT, 2018

Made: November 14, 2018

Filed: November 14, 2018

Published on e-Laws: November 15, 2018

Printed in *The Ontario Gazette*: December 1, 2018

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INTERPRETATION

Interpretation

1. In this Regulation,

“licensed producer” means a person who is authorized by a licence issued under the *Cannabis Act* (Canada) to produce cannabis for commercial purposes.

Affiliates

2. (1) In paragraph 2 of subsection 4 (4) of the Act and this Regulation, an affiliate of a person is,

(a) a corporation that is affiliated with the person for the purposes of the *Business Corporations Act*, as set out in subsection 1 (4) of that Act;

- (b) a corporation that is affiliated with another corporation in the manner referred to in clause (a), if that other corporation is at the same time affiliated with the person in that manner;
 - (c) a corporation of which the person beneficially owns or controls, directly or indirectly, shares or securities currently convertible into shares carrying more than 9.9 per cent of the voting rights under all circumstances or by reason of the occurrence of an event that has occurred and is continuing, or a currently exercisable option or right to purchase such shares or such convertible securities;
 - (d) a partner in the same partnership as the person;
 - (e) a trust in which the person has a substantial beneficial interest, whether vested or contingent, or with respect to which the person acts as a trustee;
 - (f) a member of the same joint venture, unincorporated association, unincorporated syndicate or unincorporated organization as the person; or
 - (g) a person who is deemed under subsection (2) or (3) to be an affiliate of the person or an affiliate of an affiliate of the person.
- (2) A person is deemed to be an affiliate of another person if the person is a corporation and the other person, or a group of persons or entities acting jointly or in concert with the other person, owns a beneficial interest in shares of the corporation,
- (a) carrying at least 50 per cent of the votes for the election of directors of the corporation and the votes carried by the shares are sufficient, if exercised, to elect a director of the corporation; or
 - (b) having a fair market value, including a premium for control if applicable, of at least 50 per cent of the fair market value of all the issued and outstanding shares of the corporation.
- (3) A person is deemed to be an affiliate of another person if the other person, or a group of persons or entities acting jointly or in concert with the other person, has any direct or indirect influence that, if exercised, would result in control in fact of that person.
- (4) Subsections (2) and (3) apply with respect to a group of persons or entities acting jointly or in concert with another person whether or not they are acting pursuant to an agreement or arrangement.

GENERAL INELIGIBILITY

Ineligibility, prescribed offences

3. The following offences are prescribed for the purposes of paragraph 3 of subsection 3 (4) of the Act, paragraph 2 of subsection 4 (6) of the Act and paragraph 2 of subsection 5 (4) of the Act:

1. An offence under the Act.
2. An offence under section 6, 7, 8, 8.1, 13 or 15 of the *Cannabis Control Act, 2017* or, before the day on which section 1 of Schedule 1 to the *Cannabis Statute Law Amendment Act, 2018* came into force, the *Cannabis Act, 2017*.
3. An offence under Division 1 of Part 1 of the *Cannabis Act* (Canada).

Ineligibility, contravention of prescribed provisions

4. The following provisions are prescribed for the purposes of paragraph 4 of subsection 3 (4) of the Act, paragraph 3 of subsection 4 (6) of the Act and paragraph 3 of subsection 5 (4) of the Act:

1. Sections 6, 7, 8, 8.1, 13 and 15 of the *Cannabis Control Act, 2017* or, before the day on which section 1 of Schedule 1 to the *Cannabis Statute Law Amendment Act, 2018* came into force, the *Cannabis Act, 2017*.
2. Sections 8, 9, 10, 11, 12, 13 and 14 of the *Cannabis Act* (Canada).

Prescribed offences under *Controlled Drugs and Substances Act* (Canada)

5. Sections 4, 5, 7 and 7.1 of the *Controlled Drugs and Substances Act* (Canada) are prescribed for the purposes of subsections 3 (6) and 5 (5) of the Act.

Retail operator licence, compliance with tax laws

6. A person is not eligible to be issued a retail operator licence if any of the following circumstances apply, as confirmed by the Ministry of Finance for the purposes of the application for the licence:

1. The person is in default of filing a return under a tax statute administered and enforced by the government of Ontario, or of paying any tax, penalty or interest assessed under any such statute for which payment arrangements have not been made.
2. If the person has a business number with the Canada Revenue Agency, the person is in default of filing a return under the *Taxation Act, 2007*, the *Income Tax Act* (Canada), Part IX of the *Excise Tax Act* (Canada) or an Act of another

province or territory that imposes a tax on corporations and is administered and enforced by the Canada Revenue Agency.

Retail operator licence, corporation owned by licensed producer

7. A corporation is not eligible to be issued a retail operator licence if more than 9.9 per cent of the corporation is owned or controlled, directly or indirectly, by one or more licensed producers or their affiliates.

Ineligibility, other circumstances

8. A person is not eligible to be issued a licence or authorization under the Act if the person is or has been a member of a criminal organization as defined in subsection 467.1 (1) of the *Criminal Code* (Canada), or is or has been involved in, or contributes or has contributed to, the activities of such an organization.

RETAIL STORE AUTHORIZATIONS

Cannabis retail store requirements

9. A retail store authorization may not be issued with respect to a proposed cannabis retail store if,

- (a) the retail space where cannabis would be sold,
 - (i) would not be enclosed by walls separating it from any other commercial establishment or activity and from any outdoor area, or
 - (ii) could be entered from or passed through in order to access any other commercial establishment or activity, other than a common area of an enclosed shopping mall; or
- (b) the premises at which the cannabis to be sold in the store would be received or stored would be accessible to any other commercial establishment or activity or to the public.

Public interest

10. For the purposes of paragraph 5 of subsection 4 (6) of the Act, only the following matters are matters of public interest:

- 1. Protecting public health and safety.
- 2. Protecting youth and restricting their access to cannabis.
- 3. Preventing illicit activities in relation to cannabis.

No issuance, proximity to schools

11. (1) In this section,

“private school” means a private school as defined in the *Education Act*.

(2) For the purposes of clause 4 (12) (a) of the Act, a proposed cannabis retail store may not be located less than 150 metres from a school or a private school, as determined in accordance with the following:

- 1. If the school or private school is the primary or only occupant of a building, 150 metres shall be measured from the property line of the property on which the school or private school is located.
- 2. If the school or private school is not the primary or only occupant of a building, 150 meters shall be measured from the boundary of any space occupied by the school or private school within the building.

(3) Subsection (2) does not apply to a private school if,

- (a) it is located on a reserve; or
- (b) it only offers classes through the Internet.

Maximum permissible authorizations

12. The Registrar shall refuse to issue a retail store authorization if,

- (a) the applicant already holds 75 retail store authorizations; or
- (b) the applicant and its affiliates between them already hold 75 retail store authorizations.

Display of authorization

13. It is a condition of a retail store authorization that the holder display the authorization in a conspicuous place in the cannabis retail store.

Distribution services

14. (1) It is a condition of a retail store authorization that the holder not enter into contracts or agreements with any person or entity for the provision of cannabis distribution services.

- (2) Subsection (1) does not apply with respect to,
- (a) a contract or agreement with the Ontario Cannabis Retail Corporation or with a person or entity acting under a contract to provide distribution services to or on behalf of the Ontario Cannabis Retail Corporation; or
 - (b) a contract of employment with the holder to work in a cannabis retail store.

REVOCATIONS AND SUSPENSIONS

Revocation without proposal, prescribed contraventions

15. For the purposes of clause 11 (3) (c) of the Act, section 9 of the *Cannabis Act* (Canada) is prescribed.

Public notice of suspension of authorization

16. (1) If a retail store authorization is suspended, the holder shall prominently display a sign respecting the suspension in a conspicuous place that is visible from the exterior of the public entrance to the cannabis retail store.

(2) The sign referred to in subsection (1) shall be in the form approved by the Registrar and shall be displayed for the duration of the suspension.

OPERATION OF CANNABIS RETAIL STORES

Permissible hours of operation

17. A cannabis retail store is authorized to be open to the public between 9:00 a.m. and 11:00 p.m. on any day.

Additional items that may be sold

18. For the purposes of paragraph 2 of section 18 of the Act, the holder of a retail store authorization may sell the following items at a cannabis retail store:

1. Cannabis accessories within the meaning of subsection 2 (1) of the *Cannabis Act* (Canada).
2. Shopping bags.

Cannabis retail seal

19. (1) For the purposes of subsection 7 (2) of the Act, the holder of a retail store authorization shall, in accordance with this section, prominently display the cannabis retail seal set out in Schedule 1 to this Regulation.

(2) The cannabis retail seal shall be displayed in a conspicuous place that is visible from the exterior of the public entrance to the cannabis retail store.

(3) The displayed cannabis retail seal shall be at least 17 centimetres in width at its widest point by 20 centimetres in height.

(4) Either the French version, the English version or both versions of the cannabis retail seal may be displayed.

(5) The holder of a retail store authorization that is revoked or fails to be renewed shall ensure that the cannabis retail seal is removed from display as soon as practicable after the revocation or non-renewal.

Preventing entry of individuals under 19 years of age

20. (1) The holder of a retail store authorization shall ensure that no individual who appears to be under 25 years of age is permitted to enter the cannabis retail store unless the holder or an employee of the holder has required the individual to provide a form of identification prescribed for the purposes of subsection 7 (2) of the *Cannabis Control Act, 2017* and the holder or employee is satisfied that the individual is at least 19 years of age.

(2) For the purposes of subsection (1), subsection 7 (3) of the *Cannabis Control Act, 2017* applies with necessary modifications.

Training requirements

21. (1) The Board may approve training courses or programs, including but not limited to training courses or programs respecting,

- (a) the responsible sale of cannabis;
- (b) record keeping requirements under the Act; and
- (c) measures required to be taken under the Act to reduce the risk of cannabis being diverted to an illicit market or activity.

(2) The following individuals are required to successfully complete training courses or programs approved under subsection (1):

1. Holders of a retail store authorization.

- 2. Holders of a cannabis retail manager licence.
- 3. Individuals employed to work in a cannabis retail store.

(3) The holder of a retail store authorization shall ensure that every holder of a cannabis retail manager licence or other individual employed to work in the cannabis retail store meets the requirements of subsection (2).

MATTERS RESPECTING MUNICIPALITIES

Notice of resolution

22. (1) For the purposes of subsection 41 (5) of the Act, a municipality shall provide to the Registrar written notice of a resolution passed under that section no later than three business days after the resolution is passed.

(2) Despite subsection (1), notice of a resolution referred to in subsection 41 (1) of the Act shall not be provided to the Registrar later than January 22, 2019.

(3) In subsection (1),
 "business day" means a day from Monday to Friday, other than a holiday.

MATTERS RESPECTING RESERVES

Notice of resolution

23. For the purposes of subsection 43 (5) of the Act, a council of the band shall as soon as practicable after the passing of a resolution referred to in that section provide to the Registrar written notice of the resolution.

COMMENCEMENT

Commencement

24. This Regulation comes into force on the later of the day clause 49 (1) (a) of Schedule 2 to the *Cannabis Statute Law Amendment Act, 2018* comes into force and the day this Regulation is filed.

SCHEDULE 1
 CANNABIS RETAIL SEAL



Text alternative: Illustration of English cannabis retail seal consisting of "ONTARIO AUTHORIZED" in white capitalized text, above a white horizontal line, above an illustration of a white trillium, on a black background with a white border. This text alternative is provided for convenience only and does not form part of the official law.



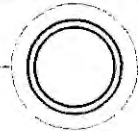
Text alternative: Illustration of French cannabis retail seal consisting of "DÉTAILLANT AUTORISÉ EN ONTARIO" in white capitalized text, above a white horizontal line, above an illustration of a white trillium, on a black background with a white border. This text alternative is provided for convenience only and does not form part of the official law.

Français

[Back to top](#)



Municipal Regulation of Cannabis



A PRESENTATION BY
BARRISTON LLP
SARAH HAHN

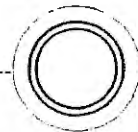
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Attachment 08-2

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Cannabis Licence Act, 2018

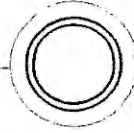


- The *Cannabis Licence Act, 2018*, S.O. 2018, c. 12, Sched. 2 stipulates that a municipality has no power to licence and regulate cannabis retail stores.
- The first retail stores are anticipated to be operational on April 1, 2019 and will be privately run.

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Cannabis Licence Act, 2018



Restrictions on by-law making authority

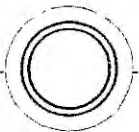
Business licensing by-laws

42 (1) The authority to pass a business licensing by-law within the meaning of the *Municipal Act, 2001* or a bylaw does not include the authority to pass a by-law providing for a system of licences respecting the sale of cannabis, holders of a licence or authorization issued under this Act or cannabis retail stores.

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Cannabis Licence Act, 2018



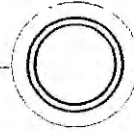
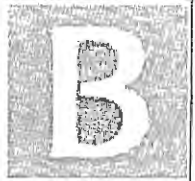
- By-laws cannot be passed to regulate these cannabis retail stores, including zoning regulations.

§

42 (2) The authority to pass a by-law under section 34, 38 or 41 of the *Planning Act* does not include the authority to pass a by-law that has the effect of distinguishing between a use of land, a building or a structure that includes the sale of cannabis and a use of land, a building or a structure that does not include the sale of cannabis.



Opting-out by January 22, 2019

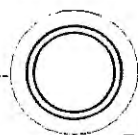


- The one power that lower-tier municipalities have with these retail stores is the one-time opportunity to opt-out of having stores within its boundaries.
- **The opt-out must be established by the passing of a Council resolution on or before January 22, 2019** and the municipality must provide notice to the Registrar of this.
- A municipality may later opt-in but opting in cannot be reversed.

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Cannabis Licence Act, 2018



41 (1) A municipality may, by resolution passed no later than January 22, 2019, prohibit cannabis retail stores from being located in the municipality.

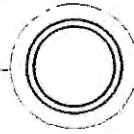
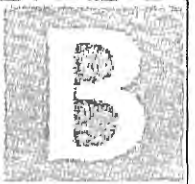
(3) A municipality that has prohibited cannabis retail stores may, by resolution, lift the prohibition and permit cannabis retail stores to be located in the municipality.

(4) A resolution passed for the purposes of subsection (3) is final and may not be reversed.

(5) A municipality shall provide to the Registrar, in the prescribed time and manner, notice of every resolution passed under this section.

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Regulation 468/18



Matters Respecting Municipalities

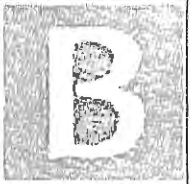
Notice of resolution

22. (1) For the purposes of subsection 41 (5) of the Act, a municipality shall provide to the Registrar written notice of a resolution passed under that section no later than three business days after the resolution is passed.

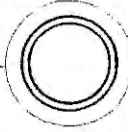
(2) Despite subsection (1), notice of a resolution referred to in subsection 41 (1) of the Act shall not be provided to the Registrar later than January 22, 2019.

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Regulating Production Facilities

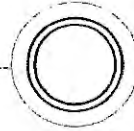
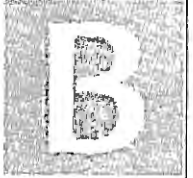


- Municipalities may regulate where production facilities are located through zoning by-laws.
- The municipality may do various things through zoning, such as decide that production facilities are only permitted within certain zones, may specify maximum gross floor area and create minimum setbacks from sensitive uses such as residential uses, hospitals and schools.

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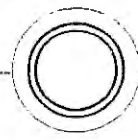
Regulating Production Facilities



- A zoning by-law regulating production facilities will be upheld by courts.
- See *Tay (Township) v Fan*, 2018 ONSC 6375

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Regulating Production Facilities

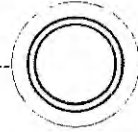
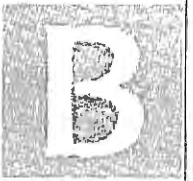


- Municipalities should be defining 'Production Facilities' in their ZBL and should set out the appropriate zones for such uses.
- Alternatively, a municipality can define the use and not set out a zone, requiring a ZBLA before such a use can occur.

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Regulation 468/18



• [https://www.ontario.ca/laws/regulation/r18468?
_ga=2.75088338.1349711710.1542316026-
342828677.1542316026](https://www.ontario.ca/laws/regulation/r18468?_ga=2.75088338.1349711710.1542316026-342828677.1542316026)

- *Regulation was released Wednesday evening.*
- *To be proclaimed today.*

911

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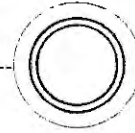
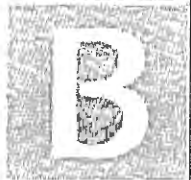
Regulation 468/18



Cannabis retail store requirements

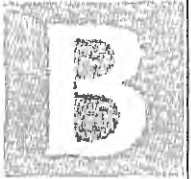
- The retail space where cannabis is sold must be enclosed by walls separating it from any other commercial establishment or activity and from any outdoor area.

Regulation 468/18

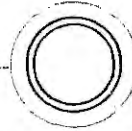


- A retail store may only sell three things:
 1. Cannabis that was purchased by the holder directly from the Ontario Cannabis Retail Corporation;
 2. Cannabis accessories;
 3. Shopping bags

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Regulation 468/18



- A proposed cannabis retail store may not be located closer than 150 metres from a school or a private school as defined in the *Education Act*.
- Under the *Education Act*, “school” means an elementary or secondary school.

bt





Municipal Cannabis Update

Information to help municipal staff prepare reports for councils

November 21, 2018

Purpose:

This update provides information on the province's regulatory framework, funding and AGCO licensing. This will help municipal staff prepare its report to council on elements for its decision-making on whether to have cannabis retail stores.

Overview

The provincial government has committed to allowing private recreational cannabis retail stores throughout Ontario starting April 1, 2019. As recreational cannabis is a legal, controlled and regulated product, cannabis stores will be considered like any other type of retail and as such, no zoning changes are needed.

In legalizing cannabis for recreational purposes, the federal, provincial and municipal governments share three interrelated goals: protecting youth, public health and safety, and ending illegal sales of cannabis. The provincial government has established a regulatory framework (O. Reg. 468.18) under the recently passed *Cannabis Licensing Act, 2018* that provides further clarity on how these private businesses will be licensed and regulated by the Alcohol and Gaming Commission of Ontario (AGCO). These regulations deal with various elements of the retail regime including matters in which municipal governments may have an interest.

Key Points in the Regulations

The regulations speak to how a license to open a cannabis store will be issued. The full details of the AGCO process have not yet been released, however the AGCO will issue guidance as the regime is finalized. It is offering webinars (November 27 - 10:00 am / 3:00 pm) to prospective retailers and interested parties.

AGCO process will begin with it reviewing and completing due diligence on applications from corporations and individuals seeking to sell recreational cannabis. The licensing regime will have three parts: operator approval; retail site location approval; and store management licensing.

Municipal governments have the one-time opportunity to opt out of allowing retail cannabis stores in their communities. **The decision to opt out must be made by January 22, 2019. Unless a municipal government opts out as per Ontario Regulation 468/18 s. 22, they opt in to recreational cannabis retail sale by default.**

To protect youth, the provincial cannabis retailing regulations include a 150-meter buffer area for cannabis stores to keep them separated from schools. No buffers from any other use has been specified by the regulations.

In our discussions with some members, it has been proposed that a municipal government may consider setting out a policy statement identifying specific and significant locally sensitive considerations or uses, to best represent the expectations of the community in allowing cannabis retail. This statement would provide direction to municipal staff input to the AGCO within its 15-day review period.

The AGCO cannabis licensing process, much like the process for liquor licensing applications, requires that a notice of a proposed cannabis store site be posted for comments from area residents and businesses before a site authorization is made. At this point, the municipal



government will not be provided pre-notification of the application, but can make comments about whether the proposal is in the public interest as described by regulation.

While there is no regulatory requirement for the AGCO to act on municipal input, it is reasonable that a council could choose to set out any locally sensitive uses as part of the decision to allow cannabis retail stores or to opt out. Setting out these sensitive uses would specify the expectations of the community as cannabis retail sites are proposed. However, care needs to be taken so that this statement would not prohibit any cannabis retail store from locating in a municipality. Opting out is the appropriate mechanism for not permitting any stores in a municipality.

The province has just released the funding approach to help municipal governments offset implementation costs. Please see the Minister of Finance's letter of November 20 to the AMO President. A similar letter is being sent to all Heads of Council. In addition, a letter from the Deputy Minister of Finance to municipal treasurers with more details will be sent in the coming days.

Please note that while opting out can be reversed after January 22, the municipal government will not gain any additional funding from the Ontario Cannabis Legalization Implementation Fund (OCLIF) than it had as of January 22 when it opted out- beyond the minimum second payment of \$5000.

Store Location Approval Steps

The AGCO will have a 15-day window for public and municipal government comments for each store site proposed by an approved operator. The legislation provides that municipal comments should focus on whether a proposed storefront location is in the public interest, as defined in the regulation. In the regulation, public interest is defined as public health or safety, protecting youth and eliminating the illegal market.

If a municipal council accepts retail stores, AMO suggests that a 'Municipal Cannabis Retail Policy Statement' be adopted by council. Such a policy statement could address what it sees as significant local sensitive uses. This would give municipal staff direction in responding to the 15-day window during the commentary process. For example, a policy statement may identify specific sensitive uses and express some parameters to consider proximity to these sensitive areas, or may set out concerns regarding store concentration¹ in certain areas of their communities.

It is recommended that municipal governments identify a key senior staff lead for proposed cannabis store notices from AGCO and to provide a one-window approach to coordinate municipal input within the 15-day commentary period. This will ensure AGCO has every opportunity to take note of municipal government considerations. This key contact should be able to gather information from various municipal departments as necessary, provide maps and be able to convey council policy.

Below, AMO has provided a draft Municipal Cannabis Retail Policy Statement template that may help municipal governments that choose to create such a policy. The template helps municipal government officials begin to think about the issues and criteria they may wish to note when considering a proposed cannabis retail site. Notes for consideration of what we understand to be

¹ Note that store concentration will ultimately be determined by the market demand, however municipal governments may wish to set out any criteria through which they may consider this in future.

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an effective municipal policy statement are provided in the shaded boxes and would not form part of the policy statement.

For alignment between the regulations and AGCO mandate, municipal comments in the process, whether through a municipal cannabis policy statement or not, must focus on the three provincial public interest objectives: public health and safety, protecting youth and ending illegal sales of cannabis.

Municipal staff are encouraged to read the regulations and AGCO guidelines as they are developed and made available to understand eligibility requirements for operators how cannabis retail businesses are expected to operate. AMO will continue to provide information and analysis on this and other matters as it becomes available.



Draft Municipal Policy Statement Template:

The template can be used by a municipality that has chosen to allow retail sales of recreational cannabis.

Purpose & Vision

The purpose of this policy statement is to provide a format for municipal government input to the Alcohol and Gaming Commission of Ontario (AGCO) as well as help prospective recreational cannabis retailers in their consideration of location of cannabis retail stores in (name of municipality).

The AGCO is the provincial authority that licences cannabis retail operators, authorizes cannabis retail locations and licenses senior store staff. Municipal governments have no licensing authority.

The AGCO regulates and reviews all aspects of the retail operation including municipal and public input, that the proposed store location is consistent with the public interest as defined in the regulations.

The Municipality ofhas chosen to allow retail sales of recreational cannabis. The following provides municipal staff with guidance on commenting to AGCO when notice on a specific proposed cannabis retail store site is provided on the site location.

Principles for Cannabis Retail Store Locations:

Relationship to Other Applicable Law:

- **Land Use Planning:** The provincial licensing process does not remove the requirement to comply with the zoning by-law and other municipal planning documents. The definitions within the municipality's Official Plan and Zoning By-law are applicable to all retail, including cannabis retail stores. Retail sale of cannabis from a provincially licensed store is legal and is a permitted use in the retail zones.
- **Municipal Building Inspections:** while the licencing of the store operation is the responsibility of the AGCO, the Building Code applies to cannabis retail store locations. Therefore, where a building permit is required, the building inspector will undertake duties as usual. Fire Code compliance is also mandatory.



For the purposes of this policy statement, a cannabis retail store shall mean a store licenced by the AGCO.

1. Cannabis Retail Stores and Sensitive activities:

In order to help ensure public health and safety, protect youth and reduce illegal sales, retail cannabis stores are discouraged where nearby properties are designed to serve youth including

The policy can address types of activities where youth or the potential for illegal sales or health risk exist. Please note that Ontario Regulation restricts a cannabis retail store from being located within a distance of 150 meters of a public school or most private schools. The municipality cannot adopt a greater distance. The distance buffer would be measured from the property line, if the school is the primary or only occupant of a building; or the boundary of any space occupied by the school within the building, if the school shares space, like in a mall. This distance buffer would not apply to private schools that hold classes online only, or to First Nation schools located on reserve.

The municipal government may want to suggest other youth facilities such as libraries and community centres if appropriate, or other sensitive facilities that serve persons with mental health or addiction challenges.

The policies cannot be so restrictive that it is impossible to locate a store. Nor can the policy state a specific number of stores permitted.

It is recommended that should the municipal government choose a separation distance from a sensitive use that it be a number, not a range and that a rationale for this distance be provided.

Municipal governments should note that municipal density restrictions on cannabis retail stores are not permitted under the legislation or regulations. However, it is possible that the number of cannabis retail stores in one area could in the future be considered under the public interest criteria in the regulations and merit comment from the municipal government and community.

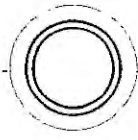
2. Cannabis retail stores should not be permitted in:

Any prohibitive statements must be considered through the lens of eliminating illegal activity, public health and safety or protecting youth and the regulatory definition of the public interest.

Retail locations, if retail is allowed in a zone other than a commercial zone, such concerns may be noted.

How does this prohibition help youth, create a safer environment or limit illegal activity? A municipal government may choose not to have any prohibitions.

Regulation 468/18



- A cannabis retail store is authorized to be open to the public between 9:00 a.m. and 11:00 p.m. on any day.

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3. Attached is a map showing the retail/commercial zones of the municipality and the activities identified in Section 1 above.

A map showing where retail is permitted and the locations of the activities identified in the first section will be very helpful to the AGCO. Municipal governments may choose to provide some sample separation distances as concentric rings around the activities such as addiction treatment facilities etc. to provide sample set backs. The Ministry of Education is working to identify all schools however; municipalities could also provide this information.

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Attachment No. 2
 AGCO List of Confirmed "Opt-in" - Retail Cannabis

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(as of January 10/19)

Municipality	Opt-in/out	Date
Township of Algonquin Highlands	Opted-in	-
Township of Armour	Opted-in	-
Township of Athens	Opted-in	-
Municipality of Bayham	Opted-in	-
Township of Billings	Opted-in	-
Township of Black River-Matheson	Opted-in	-
Town of Bruce Mines	Opted-in	-
Municipality of Callander	Opted-in	-
Municipality of Calvin	Opted-in	-
Municipality of Chatham-Kent	Opted-in	-
City of Clarence-Rockland	Opted-in	-
Township of Dawn-Euphemia	Opted-in	-
Township of Drummond/North Elmsley	Opted-in	-
United Townships of Dysart, Dudley, Harcourt, Guilford, Harburn, Bruton, Havelock, Eyre and Clyde	Opted-in	-
Township of Ear Falls	Opted-in	-
Township of East Ferris	Opted-in	-
City of Elliot Lake	Opted-in	-
Municipality of French River	Opted-in	-
Town of Gananoque	Opted-in	-
Town of Goderich	Opted-in	-
City of Greater Sudbury	Opted-in	-
City of Guelph	Opted-in	-
Town of Hearst	Opted-in	-
Municipality of Highlands East	Opted-in	-
Town of Huntsville	Opted-in	-
Town of Iroquois Falls	Opted-in	-
Township of Johnson	Opted-in	-
Municipality of Kincardine	Opted-in	-
Town of Latchford	Opted-in	-
Municipality of Leamington	Opted-in	-
City of London	Opted-in	-
Town of Marathon	Opted-in	-
Township of Minden Hills	Opted-in	-
Township of Nairn and Hyman	Opted-in	-
Municipality of Neebing	Opted-in	-
City of North Bay	Opted-in	-
Township of North Frontenac	Opted-in	-
Municipality of North Middlesex	Opted-in	-
Municipality of North Perth	Opted-in	-
Municipality of Oliver Paipoonge	Opted-in	-
Town of Orangeville	Opted-in	-
City of Ottawa	Opted-in	-
City of Owen Sound	Opted-in	-
City of Pembroke	Opted-in	-
Town of Perth	Opted-in	-

Township of Plummer Additional	Opted-in	-
Township of Prince	Opted-in	-
Municipality of Red Lake	Opted-in	-
Township of Red Rock	Opted-in	-
City of Sarnia	Opted-in	-
Municipality of Sioux Lookout	Opted-in	-
Town of Smiths Falls	Opted-in	-
Township of South Frontenac	Opted-in	-
Township of South Glengarry	Opted-in	-
Township of South Stormont	Opted-in	-
Town of Spanish	Opted-in	-
Municipality of St.-Charles	Opted-in	-
Municipality of Strathroy-Caradoc	Opted-in	-
Township of Tarbutt	Opted-in	-
Township of The North Shore	Opted-in	-
City of Toronto	Opted-in	-
Municipality of Trent Hills	Opted-in	-
Municipality of Trent Lakes	Opted-in	-
Township of Tudor and Cashel	Opted-in	-
Municipality of West Grey	Opted-in	-
Municipality of West Nipissing	Opted-in	-
Municipality of West Perth	Opted-in	-
Township of Zorra	Opted-in	-

Municipality	Opt-in/out	Date
Township of Blandford-Blenheim	Opted-out	Wed, 12/19/2018
Municipality of Bluewater	Opted-out	Mon, 12/17/2018
Township of Centre Wellington	Opted-out	Mon, 12/17/2018
Township of Clearview	Opted-out	Mon, 01/07/2019
Township of Dorion	Opted-out	Tue, 12/18/2018
Township of East Zorra-Tavistock	Opted-out	Wed, 12/19/2018
Town of Erin	Opted-out	Wed, 12/05/2018
Township of Frontenac Islands	Opted-out	Mon, 12/10/2018
Township of Georgian Bluffs	Opted-out	Wed, 12/19/2018
Town of Ingersoll	Opted-out	Mon, 12/10/2018
Township of King	Opted-out	Mon, 12/10/2018
Township of Lake of the Woods	Opted-out	Tue, 12/04/2018
City of Markham	Opted-out	Wed, 12/12/2018
Township of McKellar	Opted-out	Tue, 01/08/2019
Township of Melancthon	Opted-out	Thu, 12/20/2018
City of Mississauga	Opted-out	Wed, 12/12/2018
Town of Niagara-on-the-Lake	Opted-out	Mon, 12/17/2018
Municipality of Northern Bruce Peninsula	Opted-out	Mon, 12/03/2018
Township of Papineau-Cameron	Opted-out	Tue, 11/27/2018
Municipality of Powassan	Opted-out	Tue, 12/18/2018
Town of Richmond Hill	Opted-out	Tue, 01/08/2019
Township of Sables-Spanish Rivers	Opted-out	Wed, 12/19/2018
Township of Southgate	Opted-out	Wed, 12/19/2018
Township of St. Clair	Opted-out	Tue, 01/08/2019
Township of Tay	Opted-out	Wed, 12/19/2018
Town of Tecumseh	Opted-out	Tue, 12/11/2018
Town of Wasaga Beach	Opted-out	Mon, 01/07/2019
Township of West Lincoln	Opted-out	Mon, 12/17/2018

(as of January 10/19)

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Attachment No. 3
 AGCO List of Confirmed "Opt-out" - Retail Cannabis

(as of
 January 10/19)

Municipality	Opt-in/out	Date
Township of Blandford-Blenheim	Opted-out	Wed, 12/19/2018
Municipality of Bluewater	Opted-out	Mon, 12/17/2018
Township of Centre Wellington	Opted-out	Mon, 12/17/2018
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TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: CAO001-19

DATE: January 16, 2019

TO: Committee of the Whole

FROM: Greg Murphy, Chief Administrative Officer

SUBJECT: Planned Maintenance Agreement for Tower Clock and Controller, Electronic Carillon Equipment at 18 King Street, Angus

RECOMMENDATION

That Staff Report CAO001-19 be received; and

That Council the Chief Administrative Officer be authorized to sign the 2019 Planned Maintenance Agreement with the Verdin Company for Tower Clock and Controller, Electronic Carillon Equipment at 18 King Street, Angus.

BACKGROUND

In the fall of 2018, major repair works were done to the Clock Tower equipment at 18 King Street. It was necessary to replace some of the worn out equipment with new parts. This work was done by the Verdin Company as when staff researched various clock manufacturers and repair companies throughout Ontario, none of these companies had the expertise, parts or equipment to make our Clock equipment function properly. It should be noted that the Verdin Company originally supplied and installed the Clock Tower approximately 18 years ago.

COMMENTS AND CONSIDERATIONS

The Verdin Company has provided us with a proposal for normal yearly maintenance of the Clock Tower equipment. The annual fee is \$630.00 (US Dollars), plus additional service call charges beyond the contracted number of visits. If their Technicians find that any replacement parts or major alterations are required, the service representative will contact the Township and submit cost estimates for the Township's approval prior to undertaking such work.

FINANCIAL IMPACT

If Council approves staff's recommendation outlined in this report, then \$630 USD (approximately \$850 Canadian) will have to be included in the 2019 Operating Budget for such purpose. Cleaning, lubricating, adjusting and testing the Clock Tower equipment/controls on an annual basis should extend the life of such equipment.

SUMMARY/OPTIONS

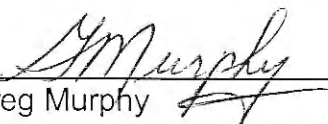
Council may:

1. Take no further action.
2. Approve entering into a calendar year 2019 Planned Maintenance Agreement with the Verdin Company for cleaning, lubrication, adjusting and testing the Clock Tower unit and controls at 18 King Street, Angus.
3. Approve some other option deemed appropriate by Council.

CONCLUSION

Staff recommends that Option No. 2, be approved.

Respectfully submitted:



Greg Murphy
CAO

Attachments:

Covering letter dated the Fall of 2018 from the Verdin Company together with Verdin's Planned Maintenance Agreement for the Calendar year 2019.



Annual Planned Maintenance offer

Fall 2018

Dear Verdin Valued Customer,

Last year your facility had a contract to either install new Verdin Bell or clock equipment or you had a service call repair your existing Verdin equipment. In order to minimize downtime of your clocks and / or bell equipment we recommend yearly maintenance. Bell ringing equipment as well as tower and post clocks are in an open weather environment, are subjected to harsh weather, extreme temperatures and dirt that find its way into your equipment's installation site. This planned service program will allow you receive the long product life we build into our products. Further, any bell installation should have a yearly inspection to be sure the bell mountings and ringing equipment remain in good repair and remain secure in their mountings. Many insurance carriers that cover risk management for customers like you welcome these yearly inspections.

After we complete our yearly safety / service call we will share with you a complete report of service work performed and needed, pictures if needed of any concerns we find at your site.

Thousands of Verdin customers use this program annually for service and peace of mind.

The enclosed agreement is offered for the 2019 calendar year cycle, and it allows our technician to come to your site, inspect and clean, lubricate and adjust your Verdin Equipment once during the year. This *prepaid agreement* also gives you the benefit of a 10% discount on any parts that may be needed, and as well as a preferred service rate on any other Verdin Service you may need for the duration of the year. Please review the enclosed pages, and feel free to contact Carl St. Denis at 513-487-7339 or myself at the number below with any concerns or questions.

To proceed with having service / maintenance in 2019 please sign and return this enclosed agreement with payment to our office address located on the service agreement by 12/31/18.

Awaiting your direction, I look forward to working with you in maintaining your investment to the community you serve.

Sincerely,

Lance Fisher
National Service Manager
Desk 513-487-7338

THE VERDIN COMPANY. A FAMILY OF INNOVATORS SINCE 1842.





VERDIN

REMIT TO:
The Verdin Company
PO Box 23129
Cincinnati, OH 45223-0129

PLANNED MAINTENANCE AGREEMENT "PMA"

Invoice/Quote Date: 11/5/2018
Quote Expires 60 days from above date.
Customer #: 001181 ID-Type: Z-CNAN003-PM1
This Agreement includes:

PMA QUOTATION / INVOICE # 0010447

Bill To:
ESSA TOWNSHIP
ADMINISTRATION CENTRE
5786 SIMCOE COUNTY ROAD 21
UTOPIA, ON L0M 1T0

Site Location:
ESSA TOWNSHIP
TOWER @ 15 KING STREET
ANGUS, ON L0M 1B0
CANADA
Contact: 705-424-9770

Verdin Bell, Clock & Carillon Service
444 Reading Road
Cincinnati, OH 45202
For Service Call 1-800-883-7346
Family Owned and Operated Since 1842

Your bell, carillon and/or clock equipment is unique and designed specifically for you. As such, the maintenance of your equipment is vital. Proper maintenance will dramatically increase the life span of your equipment. Who better to perform this maintenance than a factory trained certified professional. Our service technicians are professionals with an average of 16 1/2 years of service with The I. T. Verdin Company.

YOU DESERVE THE BEST AND WE PROVIDE IT!

**TOTAL PRICE USD \$630.00
PLUS SALES TAX IF APPLICABLE**

Customer Acceptance:

Signature _____ Date _____

Printed Name _____ Title _____

Verdin Authorization:

By Lance Fisher, National Service Mgr. _____ Date _____
Office (513) 487-7339

- 1 CALL PMA1
CALENDAR YEAR 2019 FOR
TOWER CLOCK & CONTROLLER,
ELECTRONIC CARILLON
EQUIPMENT.**
1. Safe access to equipment, including tower area, must be provided by customer.
 2. PMA includes cleaning, lubrication, adjusting and testing each unit covered.
 3. PMA covers normal yearly maintenance, but will not include complete equipment overhauls or replacement parts.
 4. If it is found that any replacement parts or major alterations are required, the service representative will confer with the owner and submit costs for the owner's approval before performing major repairs or replacements.
 5. PMA customers will receive a 10% discount on parts during the contract period. Each PMA call includes up to 2 hours of labor with additional time billed at \$90.00 per hour.
 6. This PMA does not cover repairs or damages caused by accident, fire, water, forces of nature, or unwarranted abuse.
 7. All maintenance agreements will be handled only by trained personnel qualified to handle the inspection, lubrication, adjustment and repairs necessary to ensure good operating efficiency.
 8. Additional service calls beyond the contracted number of visits, as provided for in this agreement, will be charged at our preferred rate of \$450.00 for the first hour or partial hour and \$100.00 per hour thereafter.
 9. Invoicing for parts, major alterations or additional service calls will be made at the time work is completed.
 10. This PMA is payable in advance. Invoicing for the renewal of this agreement will be made a month or two before the expiration of the current Agreement.
 11. Maintenance services that are not completed during the contract period may be performed, at Verdin's discretion, after the expiration of this agreement only if the services were not completed solely as a result of Verdin's failure to meet, or attempt to meet, it's obligations under this agreement.
- SEE TERMS AND CONDITIONS ON BACK -

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VERDIN PLANNED MAINTENANCE SERVICE

Terms and Conditions

Verdin will provide general maintenance services for the items of equipment specified in this Agreement in accordance with the following terms and conditions:

Verdin agrees to provide routine maintenance services such as lubrication, adjustments, testing of mechanical and electronic control equipment, and general upkeep to slow the process of normal wear and tear.

All maintenance services will be performed by Verdin-approved service technicians who are trained and qualified to provide the services required to maintain Customer's equipment in good operating condition. The routine maintenance services provided under this Agreement does not include the reconditioning or repair of broken equipment, or the provision of replacement parts. Also excluded are repairs or damages caused by accident, fire, water, lightning strikes, power surges, forces of nature, or unwarranted abuse.

Payment for planned maintenance is payable in advance and is non-refundable. Maintenance services that are not completed during the contract period may be performed, in Verdin's discretion, after the expiration of this agreement only if the services were not completed solely as a result of Verdin's failure to meet, or attempt to meet, its obligations under this agreement.

In the event Customer's equipment requires services or parts beyond the scope of this Agreement, Verdin's service representative will provide Customer for Its approval an estimate of the costs for such services or parts. Customer will receive a 10% discount on all Verdin parts during the term of this Agreement. To the extent Customer requires additional service calls beyond the scope of this Agreement, such service calls will be charged to Customer at Verdin's established "Preferred rates of \$450.00 1st Hr./\$100.00 ea. Hr. thereafter." Invoicing for parts or services beyond the scope of this Agreement will be made at the time the work is completed.

In the USA, if you have a tax exempt certificate please include a copy of it in your return envelope or scan and email it to us at lfisher@verdin.com

~~For Canadian Customers, the HST / GST should be self-assessed on the customer's HST / GST tax return. If applicable, the customer may also claim all or a portion of taxes paid as an ITC (Input Tax Credit).~~

Customer agrees to provide safe and secure access to the equipment specified in this Agreement, including, if necessary, the provision of any lifts or hoists. If Verdin is asked to provide this lift or crane service, it is on a cost plus 20% for the arranging, invoicing and payment thereof.

This Maintenance Agreement is payable in advance. Renewal invoices will be sent to the Customers in this service program every November for the following year.

For questions or concerns on this Verdin service program, please contact the following persons at Verdin:

Lance Fisher National Service Manager 513-487-7338

Carl St Denis PMA Assistant 513-487-7339