



## SPECIAL MEETING OF COUNCIL

# AGENDA

Tuesday, November 17, 2015 at 4:00 p.m.  
Council Chambers

1. CALL TO ORDER
2. DISCLOSURE OF PECUNIARY INTEREST
3. ADOPTION OF MINUTES
4. DEPUTATIONS, PRESENTATIONS, PETITIONS & PUBLIC MEETINGS

### DEVELOPMENT CHARGES PUBLIC MEETING

Held Pursuant to the *Development Charges Act, SO 1997 c.27*

\* \* \*

5. UNFINISHED BUSINESS – None
6. CORRESPONDENCE – Received for Information - None  
CORRESPONDENCE – Requiring Action  
CORRESPONDENCE – Referred - None
7. COMMITTEE, BOARDS & STAFF REPORTS

a) **Advisory Committee Appointment**

Recommendation: That Council appoint David Arsenault to the River Resources Committee.

b) **Nottawasaga Valley Conservation Authority Appointment**

Recommendation: That Council appoint Deputy Mayor Nina Bifulchi as the Town of Wasaga Beach representative to the Nottawasaga Valley Conservation Authority Board of Directors.

8. NOTICES OF MOTION
9. MOTIONS – WHERE NOTICE HAS BEEN PREVIOUSLY GIVEN - None

**10. BY-LAWS AND CONFIRMATORY BY-LAW**

- a) A By-Law to Establish Development Charges for the Corporation of the Town of Wasaga Beach
- b) A By-Law to Authorize the Mayor and Clerk to Execute Agreements and Documents Regarding the Purchase of Land known as Reference Plan 51R-40185, Part 1 (Freethy Road – Gibson)
- c) Confirmatory By-Law

**11. CALLING OF COMMITTEE MEETINGS****12. QUESTION PERIOD**

*“A fifteen (15) minute session wherein persons in attendance at the Regular Meeting of Council have an opportunity to raise questions pertaining to items that were dealt with by Council on the evening’s Agenda.”*

**13. ADJOURNMENT**

# Town of Wasaga Beach 2015 Development Charges Study Statutory Public Meeting



Tuesday, November 17, 2015

**HEMSON**  
Consulting Ltd.



Today we will discuss...

- What are Development Charges?
- Background & Study Process
- Development Forecast
- Capital Program Summary
- Calculated Development Charges
- Proposed Implementation

# What Are Development Charges?

- Fees imposed on development to finance “development-related” capital costs
- Pays for new infrastructure and facilities to maintain service levels
- Principle is “growth pays for growth” so that financial burden is not borne by existing tax/rate payers

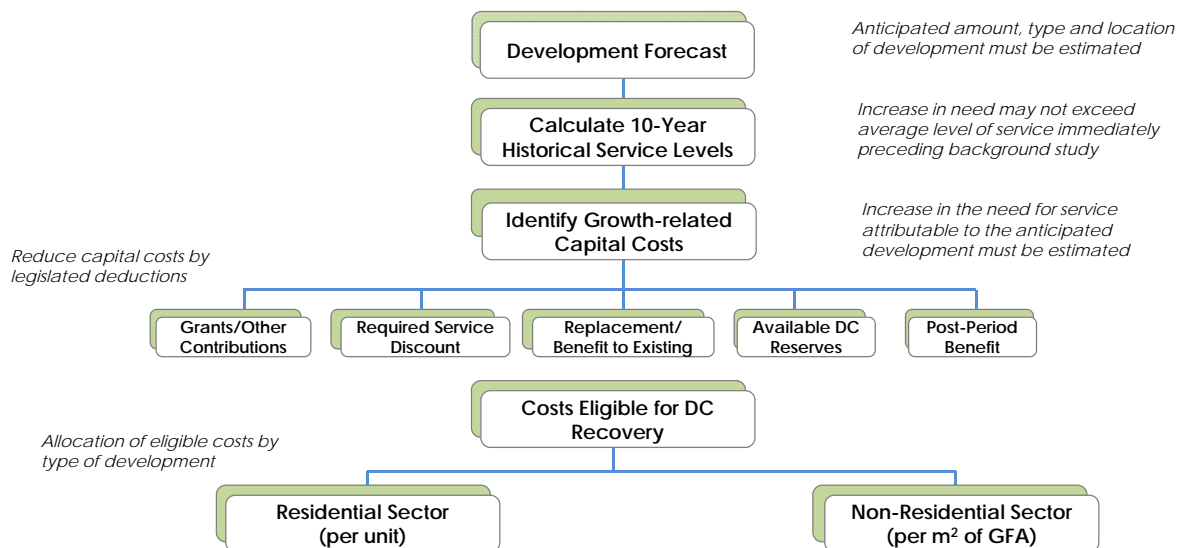
## DC Collection

- DCs are most commonly collected at the time of building permit issuance
  - Act also permits the collection of DCs at the time of subdivision approval for engineered services
- DC reserves/accounts must be established on a service-by-service basis

# Background

- Council passed DC By-law 2010-106 in November 2010 that imposes Town-wide development charges
- All by-laws have a maximum life of 5 years
  - By-law expired November 9, 2015
- Town must pass new a by-law to continue collecting DCs

# Study Process



# Residential Development Forecast

	2016-2025			2016-2031	
	At 2015	Growth 2016-2025	At 2025	Growth 2016-2031	At 2031
Occupied Dwelling Units	8,466*	2,090	10,556	3,557	12,023
<i>Singles &amp; Semi-Detached</i>		1,221 (58%)		2,040 (57%)	
<i>Rows</i>		593 (28%)		971 (27%)	
<i>Apartments</i>		275 (13%)		546 (15%)	
Census Population	19,376	4,156	23,532	7,067	26,442
<i>Population in New Dwellings</i>		4,547		7,696	

Note: This value is for permanently occupied units. The Census value for total households (including seasonal) is just under 12,000 units.

# Non-Residential Development Forecast

	2016-2025			2016-2031	
	At 2015	Growth 2016-2025	At 2025	Growth 2016-2031	At 2031
Employment (Place of Work)	3,418	483	3,901	805	4,223
New Non-Res Building Space (sq.m)		27,800		46,297	

# Development-Related Capital Programs

- Capital programs have been compiled in consultation with Town staff using available 2016 capital budget data
- Capital costs have been adjusted in accordance with DC legislation:
  - Capital grants & subsidies
  - Replacement/benefit to existing shares
  - 10% legislated discount for “soft services”
  - Available DC reserve funds
  - Post period benefit shares

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## Minor Capital Program Change from Study (no impact on rates)

Project Description	Timing	Gross Project Cost	Grants/ Subsidies/Other Recoveries	Net Municipal Cost	Ineligible Costs		Total DC Eligible Costs	DC Eligible Costs		
					Replacement & BTE Shares	0% Reduction		Available DC Reserves	2016-2025	Post 2025
<b>4.0 PUBLIC WORKS: BUILDINGS AND FLEET</b>										
<b>4.1 New Maintenance Depot - Building, Land &amp; Materials</b>										
4.1.1 Auxiliary Depot Land (1.5 ha)	2018	\$ 222,000	\$ -	\$ 222,000	\$ 104,650	\$ -	\$ 117,350	\$ 117,350	\$ -	\$ -
4.1.2 Site Prep & Sand Salt Storage Building (24,000 sq.ft.)	2019	\$ 5,001,960	\$ -	\$ 5,001,960	\$ -	\$ -	\$ 5,001,960	\$ 206,583	\$ 2,621,734	\$ 2,173,643
4.1.3 Office and Garage Building (15,000 sq.ft.)	2021	\$ 3,459,000	\$ -	\$ 3,459,000	\$ 705,640	\$ -	\$ 2,753,360	\$ -	\$ -	\$ 2,753,360
4.1.4 Material Storage Building (7,500 sq.ft.)	2032	\$ 546,000	\$ -	\$ 546,000	\$ -	\$ -	\$ 546,000	\$ -	\$ -	\$ 546,000
Subtotal New Maintenance Depot - Building, Land & Materials		\$ 9,228,960	\$ -	\$ 9,228,960	\$ 810,290	\$ -	\$ 8,418,670	\$ 323,933	\$ 2,621,734	\$ 5,473,003
<b>4.2 Municipal Fleet &amp; Equipment</b>										
4.2.1 Pickup Truck (PW Operations - students)	2016	\$ 40,500	\$ -	\$ 40,500	\$ -	\$ -	\$ 40,500	\$ 40,500	\$ -	\$ -
4.2.2 Pickup Truck (Engineering)	2017	\$ 40,500	\$ -	\$ 40,500	\$ -	\$ -	\$ 40,500	\$ 40,500	\$ -	\$ -
4.2.3 Wheel Loader (West End Depot)	2019	\$ 243,000	\$ -	\$ 243,000	\$ -	\$ -	\$ 243,000	\$ 243,000	\$ -	\$ -
4.2.4 Tandem Axle Plow & Sander	2022	\$ 310,000	\$ -	\$ 310,000	\$ -	\$ -	\$ 310,000	\$ -	\$ -	\$ 310,000
4.2.5 Sidewalk Maint. Equip.	2022	\$ 215,000	\$ -	\$ 215,000	\$ -	\$ -	\$ 215,000	\$ -	\$ -	\$ 215,000
Subtotal Municipal Fleet & Equipment		\$ 849,000	\$ -	\$ 849,000	\$ -	\$ -	\$ 849,000	\$ 324,000	\$ -	\$ 525,000
<b>TOTAL PUBLIC WORKS: BUILDINGS AND FLEET</b>		<b>\$ 10,077,960</b>	<b>\$ -</b>	<b>\$ 10,077,960</b>	<b>\$ 810,290</b>	<b>\$ -</b>	<b>\$ 9,267,670</b>	<b>\$ 647,933</b>	<b>\$ 2,621,734</b>	<b>\$ 5,998,003</b>

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## General Services Capital Program Summary

Total Gross Cost (\$millions)	\$ 35.70
Less: Grants & Subsidies	\$ 2.97
Less: Replacement Share	\$ 10.26
Less: 10% Discount	\$ 1.10
Less: Available Reserve Funds	\$ 4.62
Less: Post-2025 Benefit	<u>\$ 7.93</u>
DC Eligible Share	\$ 8.83

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## Engineered Services Capital Program Summary

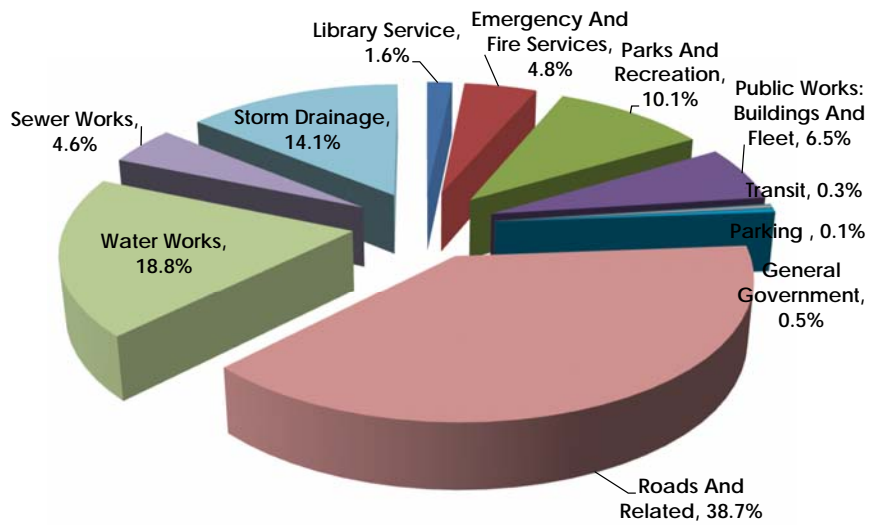
Total Gross Cost (\$millions)	\$ 100.61
Less: Grants & Subsidies	\$ 7.02
Less: Replacement Share	\$ 9.25
Less: Available Reserve Funds	\$ 7.86
Less: Post-2031 Benefit	<u>\$ 28.04</u>
DC Eligible Share	\$ 48.43

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# Calculated Residential DC Rate

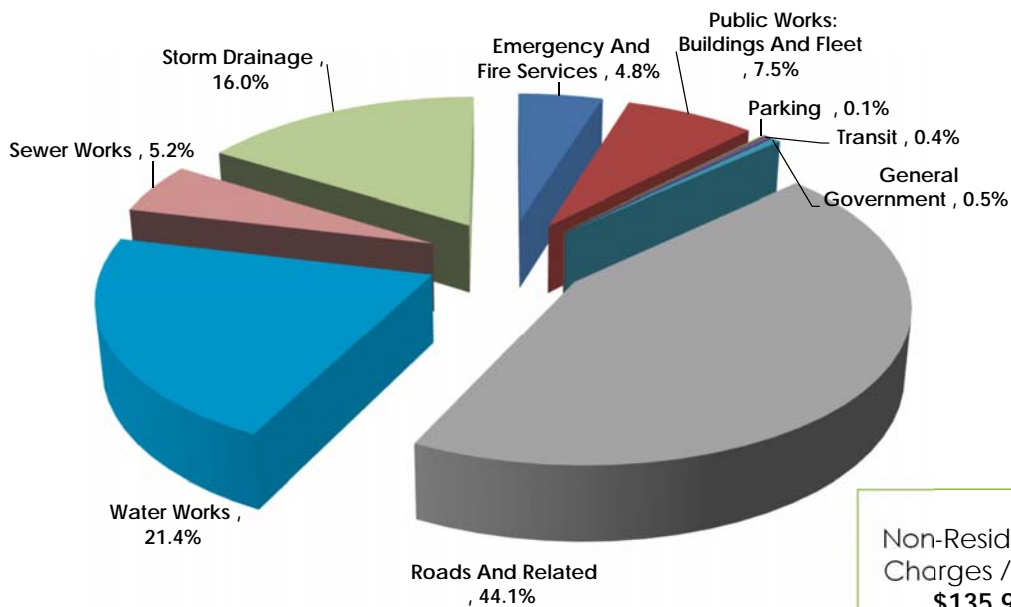


Residential Charges / Unit
Single & Semi-Detached <b>\$19,992</b>
Rows & Other Multiples <b>\$16,785</b>
Apartments <b>\$13,732</b>
Leisure Lifestyle Park Model <b>\$13,041</b>
Seasonal Park Model Trailer <b>\$6,520</b>

Engineered Services: 76%  
General Services 24%

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# Calculated Non-Residential DC Rate



Non-Residential Charges / Sq.M <b>\$135.92</b>
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Engineered Services: 87%  
General Services 13%

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## Current vs. Calculated Single/Semi Detached Unit Charge

Service	Current Charge	Calculated Charge	Difference \$	Difference %
Library Service	\$265	\$328	\$63	24%
Emergency & Fire Services	\$700	\$951	\$251	36%
Parks And Recreation	\$2,643	\$2,014	(\$629)	-24%
Public Works: Buildings And Fleet	\$467	\$1,298	\$831	178%
Parking	\$0	\$17	\$17	N/A
Transit	\$0	\$63	\$63	N/A
General Government	\$105	\$91	(\$14)	-13%
Roads And Related	\$7,492	\$7,741	\$249	3%
Water Works	\$2,385	\$3,762	\$1,377	58%
Sewer Works	\$745	\$910	\$165	22%
Storm Drainage	\$1,450	\$2,817	\$1,367	94%
<b>TOTAL CHARGE</b>	<b>\$16,252</b>	<b>\$19,992</b>	<b>\$3,740</b>	<b>23%</b>

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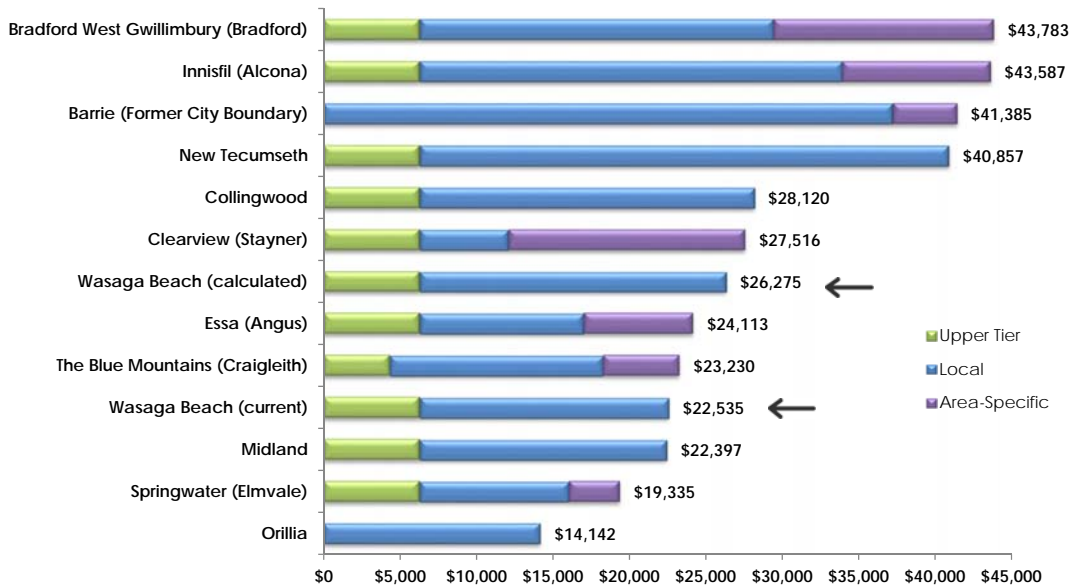
## Current vs. Calculated Non-Residential Charge (Per Sq. m)

Service	Current Charge	Calculated Charge	Difference \$	Difference %
Library Service	\$0.00	\$0.00	\$0.00	N/A
Emergency & Fire Services	\$3.05	\$6.55	\$3.50	115%
Parks And Recreation	\$0.00	\$0.00	\$0.00	N/A
Public Works: Buildings And Fleet	\$1.87	\$10.13	\$8.26	442%
Parking	\$0.00	\$0.14	\$0.14	N/A
Transit	\$0.00	\$0.48	\$0.48	N/A
General Government	\$0.31	\$0.71	\$0.40	129%
Roads And Related	\$38.84	\$59.92	\$21.08	54%
Water Works	\$6.66	\$29.13	\$22.47	337%
Sewer Works	\$2.07	\$7.05	\$4.98	241%
Storm Drainage	\$5.06	\$21.81	\$16.75	331%
<b>TOTAL CHARGE</b>	<b>\$57.86</b>	<b>\$135.92</b>	<b>\$78.06</b>	<b>135%</b>

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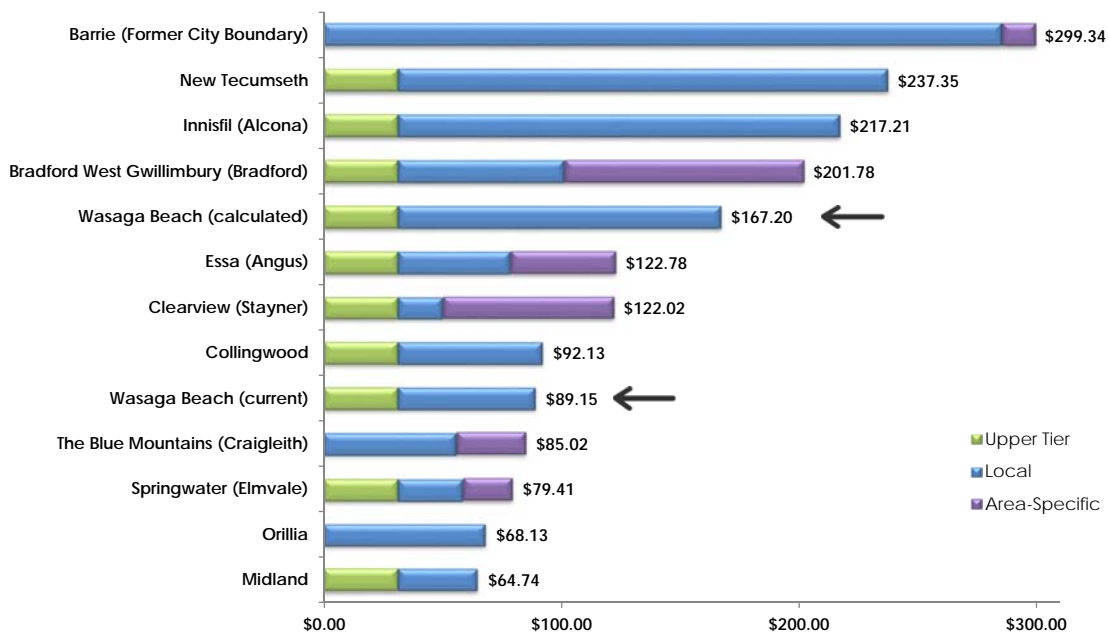
# Residential Rate Comparison \$/Single Detached Unit



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# Non-Residential Commercial Rate Comparison \$/Square Metre



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# Proposed Implementation

## Residential

- Current rates continue until December 31, 2015
- 50% of increase to apply at January 1, 2016
- Fully calculated rates apply January 1, 2017

## Non-Residential

- Maintain current rate of \$57.86/sq. m

# Final Steps

- Respond to any questions from the Public or Council
- Council passage of by-law

**THE CORPORATION OF  
THE TOWN OF WASAGA BEACH**

**BY-LAW # 2015-80**

**A BY-LAW TO ESTABLISH DEVELOPMENT CHARGES  
FOR THE CORPORATION OF THE TOWN OF WASAGA BEACH**

WHEREAS subsection 2(1) of the Development Charges Act, 1997 c. 27 (hereinafter called "the Act") provides that the Council of a municipality may pass By-Laws for the imposition of Development Charges against land for increased capital costs required because of the need for services arising from development in the area to which the By-Law applies;

AND WHEREAS the Council of The Corporation of the Town of Wasaga Beach ("Town of Wasaga Beach") has given Notice in accordance with Section 12 of the Development Charges Act, 1997, of its intention to pass a By-Law under Section 2 of the said Act;

AND WHEREAS the Council of the Town of Wasaga Beach has heard all persons who applied to be heard no matter whether in objection to, or in support of, the Development Charge proposal at a Public Meeting held on November 17, 2015;

AND WHEREAS by passing this by-law the Council of the Town of Wasaga Beach has determined that no additional public meeting is required;

AND WHEREAS the Council of the Town of Wasaga Beach, had before it a report entitled Development Charges Background Study dated November 2, 2015 prepared by Hemson Consulting Ltd., wherein it is indicated that the development of any land within the Town of Wasaga Beach will increase the need for services as defined herein;

AND WHEREAS by passing this by-law Council intends to ensure that the increase in the need for services attributable to the anticipated development will be met;

AND WHEREAS Council by passing this by-law intends that the future excess capacity identified in the Development Charges Background Study, dated November 2, 2015, shall be paid for by development charges or other similar charges;

AND WHEREAS the Council of the Town of Wasaga Beach, adopted the applicable Development Charges Background Study, dated November 2, 2015;

NOW THEREFORE this Council of the Corporation of the Town of Wasaga Beach, HEREBY ENACTS as follows:

## DEFINITIONS

1. In this by-law,

(1) "**Act**" means the *Development Charges Act*, S.O. 1997, c. 27;

(2) "**Agricultural use**" means a bona fide farming operation;

(3) "**Apartment dwelling**" means any dwelling unit, within a building containing more than four dwelling units where the units are connected by a corridor;

(4) "**Bedroom**" means a habitable room larger than seven square metres, including a den, study, or other similar area, but does not include a living room, dining room or kitchen;

(5) "**Board of Education**" means a board defined in s.s. 1 (1) of the *Education Act*, R.S.O. 1990, c.E. 2;

(6) "**Building Code Act**" means the *Building Code Act*, R.S.O. 1990, c.B.13, as amended;

(7) "**Capital Cost**" means costs incurred or proposed to be incurred by the Municipality or a local board thereof directly or by others on behalf of, and as authorized by, the Municipality or local board,

(a) to acquire land or an interest in land, including a leasehold interest;

(b) to improve land;

(c) to acquire, lease, construct or improve buildings and structures;

(d) to acquire, lease, construct or improve facilities including,

(i) rolling stock with an estimated useful life of seven years or more;

(ii) furniture and equipment, other than computer equipment, and

(iii) materials acquired for circulation, reference or information purposes by a library board as defined in the *Public Libraries Act*, R.S.O. 1990, c.P.-44; and

(e) to undertake studies in connection with any of the matters referred to in clauses (a) to (d);

(f) to complete the development charge background study under Section 10 of the Act;

(g) interest on money borrowed to pay for costs in (a) to (d); required for provision of services designated in this By-Law within or outside the Municipality.

(8) "**Chalet/Cabin Unit**" shall mean an individually owned single detached or semi-detached dwelling not exceeding 139.5 m<sup>2</sup> (1,500 ft<sup>2</sup>) in total Gross Floor Area located on a leased tract of land, comprising part of a larger tract of land operated as a Tourist

Establishment with Rental Cabins under single ownership or management, which lease arrangements including the provision of certain common services (i.e. snow plowing, yard maintenance, garbage collection, recreational amenities, marketing, central reservations and check-in, housekeeping, etc.) to the lessee rental unit owners within the development area: and where the unit is offered through the Tourist Establishment for the accommodation of the traveling or vacationing public for short term or seasonal recreational accommodation only; where the dwelling owner is permitted to occupy the unit for personal recreational or vacation use at such time or times as the unit is not rented out by the Tourist Establishment, provided however that at no time shall the dwelling unit be used for permanent or year round occupancy.

(9) "**Council**" means the Council of The Corporation of the Town of Wasaga Beach;

(10) "**Development**" means any activity or proposed activity in respect of land that requires one or more of the actions referred to in section 6 of this By-Law and including the redevelopment of land or the redevelopment, expansion, extension or alteration of a use, building or structure except interior alterations to an existing building or structure which do not change or intensify the use of land;

(11) "**Development Charge**" means a charge imposed pursuant to this By-Law;

(12) "**Dwelling Unit**" means a room or suite of rooms used, or designed or intended for use by, one person or persons living together, in which culinary and sanitary facilities are provided for the exclusive use of such person or persons, including time share units;

(13) "**Farm building**" means that part of a bona fide farm operation encompassing barns, silos and other ancillary development to an agricultural use, but excluding a residential use;

(14) "**Grade**" means the average level of finished ground adjoining a building or structure at all exterior walls;

(15) "**Gross floor area**" means the total floor area measured between the outside of exterior walls, or between the outside of exterior walls and the centre line of party walls dividing the building from another building, of all floors above the average level of finished ground adjoining the building at its exterior walls.

(16) "**Infill Lot**" means an existing, vacant, residential lot of record created prior to July 1<sup>st</sup>, 1985.

(17) "**Leisure Lifestyle Dwelling**" means an individually owned single detached, semi-detached or townhouse dwelling not exceeding 139.4 m<sup>2</sup> (1,500 ft<sup>2</sup>) in total Gross Floor Area located on a leased tract of land, comprising part of a larger tract of land under single ownership and management, which lease arrangements include the provision of certain common services (e.g. snow ploughing, garbage collection, recreational facilities) to the lessee homeowners within the development area;

(18) "**Local board**" means a public utility commission, public library board, local board, of health, or any other board, commission, committee or body or local authority established or

exercising any power or authority under any general or special Act with respect to any of the affairs or purposes of the Municipality or any part or parts thereof;

(19) "**Local services**" means those services or facilities which are under the jurisdiction of the Municipality and are related to a plan of subdivision or within the area to which the plan relates, required as a condition of approval under s.51 of the *Planning Act*, or as a condition of approval under s.53 of the *Planning Act*;

(20) "**Multiple dwelling**" means all dwellings other than single detached dwellings, semi-detached dwellings, leisure lifestyle dwellings, and apartment dwellings;

(21) "**Municipality**" means The Corporation of the Town of Wasaga Beach;

(22) "**Non-residential uses**" means a building or structure used for other than a residential use;

(23) "**Owner**" means the owner of land or a person who has made application for an approval for the development of land upon which a Development Charge is imposed;

(24) "**Park Model Trailer Campground, Seasonal**" means any parcel of land under single ownership or management which is used or intended to be used for the placement of park model trailers as defined herein; to provide temporary living, sleeping or eating accommodation where the campground includes facilities (i.e. office, Laundromat, recreational amenities, etc.) for the exclusive use of the campground patrons, but does not include permanent or year round occupancy by anyone other than the owner or operator of the campground. The trailers may be jacked up with their running gear removed and perimeter skirting installed when operational on the campground site.

(25) "**Park Model Trailer**" means a recreational trailer constructed and certified in accordance with CAN/CSA Z241.0-03 or successor regulation, that meets the following criteria: built on a single chassis; mounted on wheels; designed to facilitate relocation from time to time; designed as living quarters for seasonal residential use and may be connected to those utilities necessary for the operation of installed fixtures and appliances; and has a Gross Floor Area, including lofts not exceeding 50.2 m<sup>2</sup> (540 ft<sup>2</sup>) when in the setup mode and having a width greater than 2.6 m (8.53 ft.) in the transit mode.

(26) "**Park Model Trailer Add-on**" means a pre-manufactured structure designed for use as a sunroom, porch or additional living area, except for screening, clear glass, insulated wall panels or lower skirting or bottom panels and is intended or used for additional living area but is not intended or used for the purpose of cooking.

(27) "**Planning Act**" means the *Planning Act*, R.S.O. 1990, c.P.-13, as amended;

(28) "**Regulation**" means any regulation made pursuant to the Act;

(29) "**Residential uses**" means lands, buildings or structures or portions thereof used, or designed or intended for use as a home or residence of one or more individuals, and shall include a single detached dwelling, a semi-detached dwelling, a multiple dwelling, an apartment dwelling, a leisure lifestyle dwelling, and the residential portion of a mixed-use



building or structure under all types of ownership (freehold, condominium, fractional, and all other);

(30) "**Seasonal Park Model Trailer**" means a park model trailer that is only occupied for the whole or part of the period from mid April to mid November and for which water services are shut off during the period November to April. The owner of such units requires an agreement with the Town recognizing them as such;

(31) "**Semi-detached dwelling**" means a building divided vertically into two dwelling units each of which has a separate entrance and access to grade;

(32) "**Services**" means services set out in Schedule "A" to this By-law;

(33) "**Single detached dwelling**" means a completely detached building containing only one dwelling unit.

## **CALCULATION OF DEVELOPMENT CHARGES**

2. (1) Subject to the provisions of this By-Law, Development Charges against land shall be imposed, calculated and collected in accordance with the base rates set out in Schedules "B" and "C", which relate to the services set out in Schedule "A".
- (2) The Development Charge with respect to the uses of any land, building or structure shall be calculated as follows:
  - a) in the case of residential development or redevelopment or the residential portion of a mixed use development or redevelopment, as the sum of the product of the number of dwelling units of each type multiplied by the corresponding total amount for such dwelling unit type, as set out in Schedule "B";
  - b) in the case of non-residential development or redevelopment, or the non-residential portion of a mixed use development or redevelopment, as the sum of the product of the gross floor area multiplied by the corresponding total amount for such gross floor area as set out in Schedule "C";
- (3) Council hereby determines that the development or redevelopment of land, buildings or structures for residential and non-residential uses will require the provision, enlargement or expansion of the services referenced in Schedule "A".

## PHASE-IN OF DEVELOPMENT CHARGES

3. (1) The residential Development Charges imposed pursuant to Schedule "B" of this By-Law are not subject to phasing in and are payable in full, subject to the exemptions and credits herein, from date this by-law comes into force.
- (2) The non-residential Development Charges imposed pursuant to Schedule "C" of this By-Law are not subject to phasing in and are payable in full, subject to the exemptions and credits herein, from date this by-law comes into force.

## APPLICABLE LANDS

4. (1) Subject to Sections 5 and 6, this By-Law applies to all lands in the Municipality, whether or not the land or use is exempt from taxation under Section 3 of the *Assessment Act*, R.S.O. 1990, c.A.-31.
- (2) This By-Law shall not apply to land that is owned by and used for the purposes of:
  - (a) a board of education;
  - (b) any Municipality or local board thereof.
- (3) Notwithstanding 4(1), for a period from the effective date of this By-Law the Development Charges specified in Schedule "B" do not apply to the development of land in the Robinson Road area, specifically those lots on Registrar's Compiled Plan 1695 and including lot 19, lots 33 to 45 inclusive, lots 49 to 80 inclusive and lots 84 to 86 inclusive and Registrar's Compiled Plan 1696 and including lots 1 to 14 inclusive and lots 19 to 51 inclusive, provided that the land, with its present zoning, was a proper lot of record as of the date of passage of this By-Law. These lots shall pay one-half (1/2) of the Development Charge as specified on Schedule "B".
- (4) Notwithstanding 4(1), for the effective period of this By-Law the Development Charges specified in Schedule "B" do not apply to the development of land in the McIntyre Creek Estate Subdivision, Plan 51M-496. As per an order of the Ontario Municipal Board, the applicable Development Charges for these lots is \$3,560 per lot.
- (5) Notwithstanding 4(1), the Development Charges specified in Schedule "B" of this by-law do not apply to Lots on Plan 51M-496 owned by David Cameron Johnson: Lots 105, 106, 107, 108, 109, 114, 115, 125, 127 and 161 and Lots on Plan 51M-496 owned by Ronald Martyn: Lots 228, 229 and 230. In accordance with the OMB Minutes of Settlement, a charge of \$950 per unit applies to the above noted lots.
- (6) Notwithstanding 4(1), the Development Charges specified in Schedule "B" and "C" of this by-law do not apply to the development of the Zancor Lands

defined as Part Lot 32, Conc. 2, Town of Wasaga Beach, County of Simcoe, being Parts 1 to 16 inclusive on Plan 51R-32716 and Part Lot 32, Conc. 2, Town of Wasaga Beach, County of Simcoe, being Part 15, Plan 51R-32716. In accordance with the August 23, 2006 agreement no Town development charges apply to these lands.

## **RULES WITH RESPECT TO EXEMPTIONS FOR INTENSIFICATION OF EXISTING HOUSING**

5. (1) Notwithstanding Section 4 above, no Development Charge shall be imposed with respect to developments or portions of developments as follows:
  - (a) the enlargement of an existing residential dwelling unit;
  - (b) the creation of one or two additional residential dwelling units in an existing single detached dwelling where the total gross floor area of the additional unit(s) does not exceed the gross floor area of the existing dwelling unit;
  - (c) the creation of one additional dwelling unit in any other existing residential building provided the gross floor area of the additional unit does not exceed the smallest existing dwelling unit already in the building.
- (2) Notwithstanding subsection 5(1)(b), Development Charges shall be calculated and collected in accordance with Schedule "B" where the total residential gross floor area of the additional one or two dwelling units is greater than the total gross floor area of the existing single detached dwelling unit.
- (3) Notwithstanding subsection 5(1)(c), Development Charges shall be calculated and collected in accordance with Schedule "B" where the additional dwelling unit has a residential gross floor area greater than,
  - (a) in the case of semi-detached house or multiple dwelling, the gross floor area of the existing dwelling unit, and
  - (b) in the case of any other residential building, the residential gross floor area of the smallest existing dwelling unit.

## **RULES WITH RESPECT EXEMPTIONS FOR "INDUSTRIAL" AND "COMMERCIAL" DEVELOPMENT AND EXPANSION**

6. Development Charge shall be collected for the construction of a new industrial or commercial building or the expansion of an existing industrial or commercial building in accordance with Schedule "C".

## EXISTING INDUSTRIAL USES EXPANSION EXEMPTION

7. Where the expansion of an existing industrial use or buildings is proposed, the amount of development charges payable shall be zero if the total expansion of gross floor area does not exceed 50% of the floor area as it existed as of the effective date of this by-law. With the following conditions:
- (a) Where both the enlargement and existing industrial building are constructed on lands owned by the same beneficial owner; and
  - (b) Shall only apply to the enlargement or enlargements of the existing industrial buildings to a maximum of the aggregate of fifty percent of the gross floor area of the existing industrial buildings while this by-law remains in force.

## DEVELOPMENT CHARGES IMPOSED

8. (1) Subject to subsection (2), Development Charges shall be calculated and collected in accordance with the provisions of this By-Law and be imposed on land to be developed for residential and non-residential uses, where, the development requires,
- (a) the passing of a zoning by-law or of an amendment to a zoning by-law under Section 34 of the *Planning Act* or successor legislation;
  - (b) the approval of a minor variance under Section 45 of the *Planning Act* or successor legislation;
  - (c) a conveyance of land to which a by-law passed under Subsection 50(7) of the *Planning Act* or successor legislation applies;
  - (d) the approval of a plan of subdivision under Section 51 of the *Planning Act* or successor legislation;
  - (e) a consent under Section 53 of the *Planning Act* or successor legislation;
  - (f) the approval of a description under the *Condominium Act*, R.S.O. 1991, c. C. 26 or the *Condominium Act*, 1998, S. O. 1998, c.19 as amended, or successor legislation; or
  - (g) the issuing of a permit under the *Building Code Act*, 1992, or successor legislation in relation to a building or structure.
- (2) Subsection (1) shall not apply in respect to:
- (a) local services installed or paid for by the owner within a plan of subdivision or within the area to which the plan relates, as a condition of approval under Section 51 of the *Planning Act*;

- (b) local services installed or paid for by the owner as a condition of approval under Section 53 of the *Planning Act*.

### **LOCAL SERVICE INSTALLATION**

9. Nothing in this By-Law prevents Council from requiring, as a condition of an agreement under Section 51 or 53 of the *Planning Act*, that the owner, at his or her own expense, shall install or pay for such local services, within the Plan of Subdivision or within the area to which the plan relates, as Council may require.

### **MULTIPLE CHARGES**

10. (1) Where two or more of the actions described in subsection 8(1) are required before land to which a Development Charge applies can be developed, only one Development Charge shall be calculated and collected in accordance with the provisions of this By-Law.
- (2) Notwithstanding subsection (1), if two or more of the actions described in subsection 8(1) occur at different times, and if the subsequent action has the effect of increasing the need for municipal services as set out in Schedule "A", an additional Development Charge on the additional residential units and additional gross floor area shall be calculated and collected in accordance with the provisions of this by-law.

### **SERVICES IN LIEU**

11. (1) Council may authorize an owner, through an agreement under Section 38 of the Act, to substitute such part of the Development Charge applicable to the owner's development as may be specified in the agreement, by the provision at the sole expense of the owner, of services in lieu. Such agreement shall further specify that where the owner provides services in lieu in accordance with the agreement, Council shall give to the owner a credit against the Development Charge in accordance with the agreement provisions and the provisions of Section 39 of the Act, equal to the reasonable cost to the owner of providing the services in lieu. In no case shall the agreement provide for a credit that exceeds the total Development Charge payable by an owner to the Municipality in respect of the development to which the agreement relates.
- (2) In any agreement under subsection (1), Council may also give a further credit to the owner equal to the reasonable cost of providing services in addition to, or of a greater size or capacity, than would be required under this By-Law.
- (3) The credit provided for in subsection (2) shall not be charged to any Development Charge reserve fund.

## **RULES WITH RESPECT TO RE-DEVELOPMENT**

12. (1) In the case of the demolition of all or part of a residential or non-residential building or structure a credit shall be allowed, provided that the land was improved by occupied structures (or structures capable of occupancy) within the five years prior to the issuance of the building permit, and the building permit has been issued for the development or redevelopment within five years from the date the demolition permit has been issued; and
- (2) if a development or redevelopment involves the demolition of and replacement of a residential structure, a credit shall be allowed equivalent to the number of dwelling units demolished multiplied by the applicable residential development charge in place at the time the development charge is payable.
- (3) if a development or redevelopment involves the demolition of and replacement of a non-residential structure, a credit shall be allowed equivalent to the gross floor area demolished multiplied by the applicable non-residential development charge in place at the time the development charge is payable.
13. A credit can, in no case, exceed the amount of the Development Charge that would otherwise be payable, and no credit is available if the existing land use is exempt under this By-Law.

## **TIMING OF CALCULATION AND PAYMENT**

14. (1) Development Charges shall be calculated and payable in full in money or by provision of services as may be agreed upon, or by credit granted under the Act, on the date that the first building permit is issued in relation to a building or structure on land to which a Development Charge applies.
- (2) Where Development Charges apply to land in relation to which a building permit is required, the building permit shall not be issued until the Development Charge has been paid in full.

## **RESERVE FUNDS**

15. (1) Monies received from payment of Development Charges under this By-Law shall be maintained in separate reserve funds for each of the services set out in Schedule "A."
- (2) Monies received for the payment of Development Charges shall be used only in accordance with the provisions of Section 35 of the Act.
- (3) Where any Development Charge, or part thereof, remains unpaid after the due date, the amount unpaid shall be added to the tax roll and shall be collected as taxes.

- (4) Where any unpaid Development Charges are collected as taxes under subsection (3), the monies so collected shall be credited to the Development Charge reserve funds referred to in subsection (1).
- (5) The Treasurer of the Municipality shall, in each year commencing in 2016 for the 2015 year, furnish to Council a statement in respect of the reserve funds established hereunder for the prior year, containing the information set out in Section 12 of O. Reg. 82/98.

#### **BY-LAW AMENDMENT OR APPEAL**

16. (1) Where this By-Law or any Development Charge prescribed thereunder is amended or repealed either by order of the Ontario Municipal Board or by resolution of the Municipal Council, the Municipal Treasurer shall calculate forthwith the amount of any overpayment to be refunded as a result of said amendment or repeal.
- (2) Refunds that are required to be paid under subsection (1) shall be paid with interest to be calculated as follows:
- (a) Interest shall be calculated from the date on which the overpayment was collected to the date on which the refund is paid;
- (b) The Bank of Canada interest rate in effect on the date of enactment of this By-Law shall be used.
- (3) Refunds that are required to be paid under subsection (1) shall include the interest owed under this section.

#### **BY-LAW INDEXING**

17. (1) The Development Charges set out in Schedule "B" to this By-Law shall be adjusted annually as of January 1, starting January 1, 2018, without amendment to the By-Law, in accordance with the most recent twelve month change in the Statistics Canada Quarterly, "Construction Price Statistics" (Non-Residential Building).
- (2) The Development Charges set out in Schedule "C" to this By-Law shall be adjusted annually as of January 1, starting January 1, 2018, without amendment to the By-Law, in accordance with the most recent twelve month change in the Statistics Canada Quarterly, "Construction Price Statistics" (Non-Residential Building).

#### **SEVERABILITY**

18. In the event any provision, or part thereof, of this By-Law is found by a Court of Competent Jurisdiction to be ultra vires, such provision, or part thereof, shall be deemed to be severed, and the remaining portion of such provision

and all other provisions of this By-Law shall remain in full force and effect.

**HEADINGS FOR REFERENCE ONLY**

19. The headings inserted in this By-Law are for convenience of reference only and shall not affect the construction of interpretation of this By-Law.

**BY-LAW REGISTRATION**

20. A certified copy of this By-Law may be registered on title to any land to which this By-Law applies.

**BY-LAW ADMINISTRATION**

21. This By-Law shall be administered by the Municipal Treasurer.

**BY-LAW SHORT TITLE**

22. The short title to this By-law shall be "Development Charges By-law".

**SCHEDULES TO THE BY-LAW**

23. The following Schedules to this By-Law form an integral part of this By-Law:

Schedule "A" - Schedule of Designated Municipal Services

Schedule "B" - Schedule of Residential Development Charges ("B-1", "B-2" & "B3")

Schedule "C" - Schedule of Non-Residential Development Charges

**EXISTING BY-LAW REPEAL**

22. That By-Law #2010-106, passed the 9th day of November, 2010 is hereby repealed effective November 17, 2015.

**DATE BY-LAW EFFECTIVE**

23. This By-Law shall come into force and effect immediately.

**DATE BY-LAW EXPIRES**

24. This By-Law will expire five years after the effective date of this By-Law, unless it is repealed by council at an earlier date.

**SHORT TITLE**

25. This By-Law may be cited as the "Town of Wasaga Beach Development Charges By-law."



READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 17<sup>th</sup> DAY OF NOVEMBER, 2015.

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Brian Smith, Mayor

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Pam Archdekin, Deputy Clerk

**SCHEDULE "A" TO BY-LAW NO. 2015-80**

**DESIGNATED MUNICIPAL SERVICES UNDER THIS BY-LAW**

Library Service

Emergency and Fire Services

Parks and Recreation

Public Works (Buildings and Fleet)

Parking

Transit

General Government

Roads and Related

Water Works

Sewer Works

Storm Drainage

**SCHEDULE "B-1" TO BY-LAW NO. 2015-80**

**RESIDENTIAL DEVELOPMENT CHARGES**

**Rates in effect from November 17, 2015 - December 31, 2015**

Service	Charge By Unit Type <sup>(1)</sup>				
	Single & Semi-Detached	Rows & Other Multiples	Apartments	Leisure Lifestyle Park Model Trailers &	Seasonal Park Model Trailers
Library Service	\$267	\$215	\$179	\$174	\$87
Emergency And Fire Services	\$773	\$623	\$517	\$503	\$252
Parks And Recreation	\$1,637	\$1,319	\$1,096	\$533	\$266
Public Works: Buildings And Fleet	\$1,055	\$850	\$707	\$687	\$343
Parking	\$14	\$11	\$10	\$9	\$5
Transit	\$51	\$41	\$34	\$33	\$17
General Government	\$74	\$59	\$49	\$48	\$24
<b>Subtotal General Services Charge</b>	<b>\$3,871</b>	<b>\$3,118</b>	<b>\$2,592</b>	<b>\$1,987</b>	<b>\$994</b>
Roads And Related	\$6,293	\$5,072	\$4,213	\$4,094	\$2,047
Water Works	\$3,058	\$2,464	\$2,047	\$1,990	\$994
Sewer Works	\$740	\$596	\$495	\$481	\$241
Storm Drainage	\$2,290	\$1,845	\$1,533	\$1,490	\$745
<b>Subtotal Engineered Services Charge</b>	<b>\$12,381</b>	<b>\$9,977</b>	<b>\$8,288</b>	<b>\$8,055</b>	<b>\$4,027</b>
<b>TOTAL CHARGE</b>	<b>\$16,252</b>	<b>\$13,095</b>	<b>\$10,880</b>	<b>\$10,042</b>	<b>\$5,021</b>

\* Note: Seasonal Park Model Trailers are considered a non-residential use for the purposes of calculating the County of Simcoe development charges, the Simcoe County District School Board development charges and the Simcoe Muskoka Catholic District School Board development charges.

**SCHEDULE "B-2" TO BY-LAW NO. 2015-80**

**RESIDENTIAL DEVELOPMENT CHARGES**

**Rates in effect from January 1, 2016 - December 31, 2016**

Service	Charge By Unit Type <sup>(1)</sup>				
	Single & Semi-Detached	Rows & Other Multiples	Apartments	Leisure Lifestyle Park Model Trailers &	Seasonal Park Model Trailers
Library Service	\$297	\$246	\$203	\$200	\$100
Emergency And Fire Services	\$862	\$711	\$585	\$578	\$289
Parks And Recreation	\$1,826	\$1,505	\$1,239	\$612	\$306
Public Works: Buildings And Fleet	\$1,177	\$970	\$799	\$789	\$395
Parking	\$15	\$12	\$11	\$11	\$5
Transit	\$57	\$47	\$39	\$38	\$19
General Government	\$82	\$68	\$56	\$55	\$27
<b>Subtotal General Services Charge</b>	<b>\$4,316</b>	<b>\$3,559</b>	<b>\$2,932</b>	<b>\$2,283</b>	<b>\$1,141</b>
Roads And Related	\$7,017	\$5,785	\$4,764	\$4,706	\$2,354
Water Works	\$3,410	\$2,811	\$2,316	\$2,287	\$1,143
Sewer Works	\$825	\$680	\$560	\$553	\$277
Storm Drainage	\$2,554	\$2,105	\$1,734	\$1,713	\$856
<b>Subtotal Engineered Services Charge</b>	<b>\$13,806</b>	<b>\$11,381</b>	<b>\$9,374</b>	<b>\$9,259</b>	<b>\$4,630</b>
<b>TOTAL CHARGE</b>	<b>\$18,122</b>	<b>\$14,940</b>	<b>\$12,306</b>	<b>\$11,542</b>	<b>\$5,771</b>

\* Note: Seasonal Park Model Trailers are considered a non-residential use for the purposes of calculating the County of Simcoe development charges, the Simcoe County District School Board development charges and the Simcoe Muskoka Catholic District School Board development charges.

**SCHEDULE "B-3" TO BY-LAW NO. 2015-80**

**RESIDENTIAL DEVELOPMENT CHARGES**

**Rates in effect from January 1, 2017 – to By-law Expiry**

Service	Charge By Unit Type <sup>(1)</sup>				
	Single & Semi-Detached	Rows & Other Multiples	Apartments	Leisure Lifestyle Park Model Trailers	Seasonal Park Model Trailers
Library Service	\$328	\$276	\$226	\$226	\$113
Emergency And Fire Services	\$951	\$799	\$653	\$653	\$327
Parks And Recreation	\$2,014	\$1,691	\$1,383	\$692	\$346
Public Works: Buildings And Fleet	\$1,298	\$1,090	\$892	\$892	\$446
Parking	\$17	\$14	\$12	\$12	\$6
Transit	\$63	\$53	\$43	\$43	\$22
General Government	\$91	\$76	\$62	\$62	\$31
<b>Subtotal General Services Charge</b>	<b>\$4,762</b>	<b>\$3,999</b>	<b>\$3,271</b>	<b>\$2,580</b>	<b>\$1,291</b>
Roads And Related	\$7,741	\$6,499	\$5,317	\$5,317	\$2,658
Water Works	\$3,762	\$3,158	\$2,584	\$2,584	\$1,291
Sewer Works	\$910	\$764	\$625	\$625	\$313
Storm Drainage	\$2,817	\$2,365	\$1,935	\$1,935	\$967
<b>Subtotal Engineered Services Charge</b>	<b>\$15,230</b>	<b>\$12,786</b>	<b>\$10,461</b>	<b>\$10,461</b>	<b>\$5,229</b>
<b>TOTAL CHARGE</b>	<b>\$19,992</b>	<b>\$16,785</b>	<b>\$13,732</b>	<b>\$13,041</b>	<b>\$6,520</b>

\* Note: Seasonal Park Model Trailers are considered a non-residential use for the purposes of calculating the County of Simcoe development charges, the Simcoe County District School Board development charges and the Simcoe Muskoka Catholic District School Board development charges.

**SCHEDULE "C" TO BY-LAW NO. 2015-80**  
**NON-RESIDENTIAL DEVELOPMENT CHARGES**

<b>Service</b>	<b>Non-Residential</b>
	<b>Adjusted Charge (\$/sq.m)</b>
Library Service	\$0.00
Emergency And Fire Services	\$2.79
Parks And Recreation	\$0.00
Public Works: Buildings And Fleet	\$4.31
Parking	\$0.06
Transit	\$0.20
General Government	\$0.30
<b>Subtotal General Services Charge</b>	<b>\$7.66</b>
Roads And Related	\$25.52
Water Works	\$12.40
Sewer Works	\$3.00
Storm Drainage	\$9.28
<b>Subtotal Engineered Services Charge</b>	<b>\$50.20</b>
<b>TOTAL CHARGE</b>	<b>\$57.86</b>

**THE CORPORATION OF THE TOWN OF WASAGA BEACH**

**BY-LAW NO. 2015 -**

**A BY-LAW TO AUTHORIZE THE MAYOR AND THE CLERK TO EXECUTE AGREEMENTS AND DOCUMENTS REGARDING THE PURCHASE OF LAND KNOWN AS REFERENCE PLAN 51R-40185, PART 1**

WHEREAS pursuant to section 9 of the *Municipal Act, 2001* S.O. 2001, chapter 25 a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS pursuant to section 8. (1) of the *Municipal Act, 2001* S.O. 2001, chapter 25 the powers of a municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate to enhance the municipality's ability to respond to municipal issues;

AND WHEREAS the Council of The Corporation of the Town of Wasaga Beach deems it advisable and expedient to sign Agreements and Documents regarding the purchase of property from Susan Gibson for the purchase of lands being legally described as Registered Plan 51R-40185, Part 1; Wasaga Beach;

NOW THEREFORE, the Council of The Corporation of the Town of Wasaga Beach HEREBY ENACTS as follows:

1. THAT the Mayor and Clerk are hereby authorized and directed to execute Agreements and Documents regarding the purchase of lands from Susan Gibson for the purchase of lands being legally described as Part of the South Half of Lot 7 Conc 14 Sunnidale being Part 1 on Registered Plan 51R-40185; Wasaga Beach, as shown on Schedule "A" attached hereto and forming part of this By-Law.
2. THAT the Mayor's and the Clerk's authority and direction to execute the above noted Agreements and Documents extends to any renewal agreements or administrative amendments to the Agreements and Documents.
3. THAT this By-Law shall come into force and take effect on the date of its final passing.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 17th DAY OF NOVEMBER 2015.

---

Brian Smith, Mayor

---

Pam Archdekin, Deputy Clerk

# Agreement of Purchase and Sale

Form 100 for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 9th day of November 2015

**BUYER,** The Corporation of the Town of Wasaga Beach, agrees to purchase from  
(Full legal names of all Buyers)

**SELLER,** Susan Josephine Gibson, the following  
(Full legal names of all Sellers)

**REAL PROPERTY:**

Address vacant land

fronting on the north side of Freethy Rad

in the Town of Wasaga Beach

and having a frontage of ..... more or less by a depth of ..... more or less

and legally described as Part of the South half of Lot 7 Conc 14 Sunnidale being Part 1 on Plan 51R-40185

..... (the "property").  
(Legal description of land including easements not described elsewhere)

**PURCHASE PRICE:** Dollars (CDN\$) 13,700.00

THIRTEEN THOUSAND SEVEN HUNDRED Dollars

**DEPOSIT:** Buyer submits N/A  
(Herewith/Upon Acceptance/as otherwise described in this Agreement)

..... Dollars (CDN\$).....

by negotiable cheque payable to..... "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

**Buyer agrees to pay the balance as more particularly set out in Schedule A attached.**

**SCHEDULE(S) A**..... attached hereto form(s) part of this Agreement.

1. **IRREVOCABILITY:** This offer shall be irrevocable by Buyer until 5:00 a.m./p.m. on the 16th day of November 2015, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. **COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the 30th day of November 2015. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

**INITIALS OF BUYER(S):** 

**INITIALS OF SELLER(S):** 



3. **NOTICES:** ~~The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.~~ Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: .....  
 (For delivery of Documents to Seller)

FAX No.: **705-429-6732** .....  
 (For delivery of Documents to Buyer)

Email Address: .....  
 (For delivery of Documents to Seller)

Email Address: .....  
 (For delivery of Documents to Buyer)

4. **CHATELS INCLUDED:** .....  
 N/A  
 .....  
 .....

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:** .....  
 N/A  
 .....  
 .....

6. **RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:  
 N/A  
 .....  
 .....

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. **HST:** If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be **in addition to** ..... the Purchase Price. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the sale of the property is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

**INITIALS OF BUYER(S):** 

**INITIALS OF SELLER(S):** 

3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: .....  
 (For delivery of Documents to Seller)

FAX No.: .....  
 (For delivery of Documents to Buyer)

Email Address: .....  
 (For delivery of Documents to Seller)

Email Address: .....  
 (For delivery of Documents to Buyer)

4. **CHATELS INCLUDED:**.....  
 .....  
 .....  
 .....

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:**.....  
 .....  
 .....

6. **RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:

.....  
 .....  
 .....

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. **HST:** If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be **in addition to** ..... the Purchase Price. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the sale of the property is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

**INITIALS OF BUYER(S):** 

**INITIALS OF SELLER(S):** 

8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the..... day of....., 20 15, (Requisition Date) to examine the title to the property at Buyer's own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy Buyer that there are no outstanding work orders or deficiency notices affecting the property, and that its present use(.....) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.
9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.
10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs of the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.
11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.
12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller. **The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the property.**

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.
15. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at Seller's expense to obtain any necessary consent by completion.
16. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O.1990.
17. **RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada;  
(b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
18. **ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
19. **PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
20. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
21. **TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
22. **FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless Seller's spouse has executed the consent hereinafter provided.
23. **UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
24. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.
25. **CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
26. **AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
27. **TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

**INITIALS OF BUYER(S):** 

**INITIALS OF SELLER(S):** 

28. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness) ..... (Buyer) ..... (Seal) DATE.....  
 (Witness) ..... (Buyer) ..... (Seal) DATE.....

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness) ..... (Seller) ..... (Seal) DATE.....  
 (Witness) ..... (Seller) ..... (Seal) DATE.....

**SPOUSAL CONSENT:** The Undersigned Spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees with the Buyer that he/she will execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness) ..... (Spouse) ..... (Seal) DATE.....

**CONFIRMATION OF ACCEPTANCE:** Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at ..... a.m./p.m. this ..... day

of ..... 20..... (Signature of Seller or Buyer)

**INFORMATION ON BROKERAGE(S)**

Listing Brokerage.....	Tel.No.(.....)
(Salesperson / Broker Name)	
Co-op/Buyer Brokerage.....	Tel.No.(.....)
(Salesperson / Broker Name)	

**ACKNOWLEDGEMENT**

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

(Seller) ..... DATE.....  
 (Seller) ..... DATE.....

(Buyer) ..... DATE.....  
 (Buyer) ..... DATE.....

Address for Service.....  
 Tel.No.(.....)

Address for Service.....  
 Tel.No.(.....)

Seller's Lawyer: **Graham Nichols**  
 Address: **51 Main Street North, Markham, ON L3P 1X7**  
 Email: .....  
 ( 905 ) 294-7780 ( 905 ) 294-9883  
 Tel.No. FAX No.

Buyer's Lawyer: **Michael D. Stahr**  
 Address: **P.O. Box 100, Collingwood, ON L9Y 3Z4**  
 Email: **michael@collingwoodlaw.com**  
 ( 705 ) 445-4930 ( 705 ) 445-1871  
 Tel.No. FAX No.

**FOR OFFICE USE ONLY COMMISSION TRUST AGREEMENT**

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale;  
 In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale. Acknowledged by:  
 [Authorized to bind the Listing Brokerage] ..... [Authorized to bind the Co-operating Brokerage] .....

# Schedule A

## Agreement of Purchase and Sale

Form 100 for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

**BUYER,** The Corporation of the Town of Wasaga Beach ....., and

**SELLER,** Susan Josephine Gibson .....

for the purchase and sale of vacant land .....

..... dated the 9th ..... day of November ....., 20 15 .....

Buyer agrees to pay the balance as follows:

**The Buyer shall pay the purchase price by certified cheque on closing.**

**The Buyer agrees to pay all reasonable legal costs of the Seller to complete this transaction.**

**The Buyer agrees to provide on or before closing, at the Buyer's expense, a new survey of the Seller's property adjacent to the property being purchased herein, showing the current location of all structures, buildings, fences and improvements on the Seller's property.**

**This offer is conditional upon Council approval until November 25, 2015.**

This form must be initialed by all parties to the Agreement of Purchase and Sale.

**INITIALS OF BUYER(S):** 

**INITIALS OF SELLER(S):** 

**THE CORPORATION OF THE  
TOWN OF WASAGA BEACH**

**BY-LAW NO. 2015-**

**A BY-LAW TO CONFIRM THE PROCEEDINGS OF  
THE COUNCIL OF THE CORPORATION OF THE  
TOWN OF WASAGA BEACH  
AT ITS SPECIAL MEETING HELD TUESDAY, NOVEMBER 17, 2015**

WHEREAS Section 5(1) of the *Municipal Act*, 2001, as amended provides that the powers of a municipality shall be exercised by its council;

AND WHEREAS Section 5(3) of the *Municipal Act*, 2001, as amended, provides that municipal power, including a municipality's capacity, rights, powers and privileges under Section 9 of the *Municipal Act*, 2001, as amended, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

AND WHEREAS in many cases, action which is taken or authorized to be taken by the council does not lend itself to the passage of an individual by-law;

AND WHEREAS the Council of The Corporation of the Town of Wasaga Beach adopted By-Law No. 2015-04, as amended, establishing rules of order and procedures for the Council;

AND WHEREAS provision was made in By-Law No. 2015-04, as amended, for enactment of a Confirmatory By-Law at the end of each Regular or Special Council Meeting to confirm recommendations and actions approved at that meeting;

AND WHEREAS the Council of the Town of Wasaga Beach deems it advisable and expedient that the proceedings of this meeting be confirmed and adopted by by-law;

NOW THEREFORE this Council of the Corporation of the Town of Wasaga Beach HEREBY ENACTS as follows:

1. THAT the actions of the Council of the Corporation of the Town of Wasaga Beach, at its meeting held on the date listed above in respect of every report, motion, resolution, declaration or other action passed, taken or adopted by Council at this meeting, including the exercise of natural person powers, except where approval of another authority is required by law or where implementation is subject to other legislation, are hereby adopted, ratified, and confirmed as if each report, motion, resolution or other action was adopted, ratified, and confirmed by a separate by-law.
2. THAT where no individual by-law has been or is passed with respect to the taking of any action authorized in or by the above-mentioned minutes or with respect to the exercise of any powers by the Town of Wasaga Beach in the above-mentioned minutes, then this By-Law shall be deemed for all purposes to be the by-law required for approving and authorizing and taking of any action authorized therein and thereby or required for the exercise of any powers therein by the Town of Wasaga Beach.

3. THAT any a member of Council who dissented from any action or proceeding or has abstained from discussion and voting thereon shall be deemed to have dissented or abstained, as the case may be, in respect to this By-Law as it applies to such action or proceeding.
4. THAT the Mayor or designate and the proper officials of the Town of Wasaga Beach are hereby authorized and directed to do all things necessary to give effect to the said actions or to obtain approvals where required and are to execute all documents as may be necessary in that behalf, and the Clerk or designate is hereby authorized and directed to affix the Corporate Seal to all such documents.
5. THAT this By-Law shall come into force and take effect on the date of its final passing.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 17TH DAY OF NOVEMBER 2015.

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Brian Smith, Mayor

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Pam Archdekin, Deputy Clerk