

THE CORPORATION OF THE TOWNSHIP OF ESSA
COMMITTEE OF THE WHOLE

WEDNESDAY, FEBRUARY 19, 2020
6:00 p.m.

AGENDA

1. OPENING OF MEETING BY THE MAYOR

2. DISCLOSURE OF PECUNIARY INTEREST

3. DELEGATIONS / PRESENTATIONS / PUBLIC MEETINGS

- p. 1 a. Delegation – Trevor Aucoin and June Little Hamelin
RE: Sewage Treatment and Disposal Class EA
- p. 11 b. Delegation – Rayna Thompson and David Murphy - Brookfield
Mike Jones - Azimuth Environmental Consulting Inc.
RE: Sewage Treatment and Disposal Class EA

STAFF REPORTS

4. PLANNING AND DEVELOPMENT

- p. 16 a. Staff Report PD008-20 submitted by the Manager of Planning and
Development, re: Rural Economic Development Program.

Moved by: _____ Seconded by: _____

*Recommendation: Be it resolved that Staff Report PD008-20 be received; and
That Council authorize the Manager of Planning and Development and the Manager of
Parks and Recreation to allocate program funding in accordance with the RED Program
through the 2021 Budget Process for their respective Department Budgets.*

5. PARKS AND RECREATION/ COMMUNITY SERVICES

6. FIRE AND EMERGENCY SERVICES

7. PUBLIC WORKS

8. FINANCE

9. CLERKS / BY-LAW ENFORCEMENT / IT

- p.19 a. **Staff Report C005-20 submitted by the Deputy Clerk, re: 2020 General Assistance Grants.**

Moved by: _____ **Seconded by:** _____

Recommendation: *Be it resolved that Staff Report C005-20 be received; and That Council approve the attached recommendations for the 2020 General Assistance Grants.*

- p.26 b. **Staff Report C006-20 submitted by the Clerk, re: Proposed Amendments to Fees and Charges By-law 2013-28.**

Moved by: _____ **Seconded by:** _____

Recommendation: *Be it resolved that Staff Report C006-20 be received; and That Council authorize staff to proceed with a Public Meeting.*

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

- p. 46 a. **Staff Report CAO010-20 submitted by the Chief Administrative Officer, re: Stand-by Policy.**

Moved by: _____ **Seconded by:** _____

Recommendation: *Be it resolved that Staff Report CAO010-20 be received; and That Council approve adopting the new Stand-by Policy as attached, to ensure coverage in parks and roads and concerning public works between April 15th and November 15th, in an effort to ensure fair and consistent coverage in the event of a minor or major emergency.*

- p. 52 b. **Staff Report CAO011-20 submitted by the Chief Administrative Officer, re: Lunch and Learn Program.**

Moved by: _____ **Seconded by:** _____

Recommendation: *Be it resolved that Staff Report CAO011-20 be received; and That Council approve the Chief Administrative Officer to create a staff Lunch and Learn Program, with pizza to be brought in at a cost to the Township, for staff who would like to participate, at a cost of \$250.00 per year.*

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- p. 54 c. **Staff Report CAO012-20 submitted by the Chief Administrative Officer,
re: Brookfield Water, Cost of Review and Design.**

Moved by: _____ **Seconded by:** _____

Recommendation: *Be it resolved that Staff Report CAO012-20 be received; and That Council approve paying for the cost of an additional engineering review of the Baxter Water Booster Pumping Station, at a cost of approximately \$10,000 as an upset limit, with funds to come from the Water Services Budget.*

- p. 76 d. **Staff Report CAO014-20 submitted by the Chief Administrative Officer,
re: Corporate Policies and Procedures.**

Moved by: _____ **Seconded by:** _____

Recommendation: *Be it resolved that Staff Report CAO014-20 be received; and That Council authorize the Chief Administrative Officer to organize the Municipality's policies and procedures in categories of Corporate Policies vs. Administrative Procedures such that only the Corporate Policies would require Council endorsement.*

11. OTHER BUSINESS

12. ADJOURNMENT

Moved by: _____ **Seconded by:** _____

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 4th day of March, 2020 at 6:00 p.m.*

Hello Fellow Baxter Residents,

We NEED YOUR COMMENTS ASAP

As you may be aware the Brookfield Subdivision (formerly CL Marshall Farms subdivision) has begun to revisit their plans for Sewage Services for their subdivision. The current EA (Environmental Assessment) proposes a pumping station sending things to Angus. Although Brookfield bought the subdivision and had draft plan approval this past year knowing the plan, they now have said it is too expensive to install the pipe to pump the sewage to Angus; and therefore want to explore building a NEW Sewage Treatment Plant right here in Baxter.

You may have received the Notice of Study Commencement dated December 12, 2019. They visited Essa Council on December 5, 2019 asking for support and issued the Notice and started the Study before Council responded. Township Council considered the matter on February 5, 2020 and referred the matter to February 19, 2020 to give Brookfield and residents a chance to present to Council. Only two 10 minute spots are available before Council so we need to present Baxter Resident comments collectively. Jennifer Armstrong (62 Marshall Crescent) and June Hamelin (91 Denney Drive) have requested to speak. Mark Hill and Trevor Aucoin are also assisting to co-ordinate comments. Please email us at the addresses below AS QUICKLY AS YOU CAN. We have to have our comments in to the Township by noon on February 12, 2020 and we need to consolidate them.

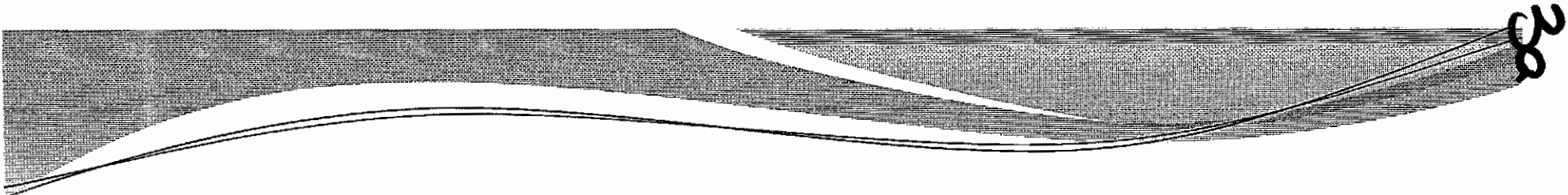
Jennifer Armstrong at g_jarmstrong@hotmail.com June Hamelin at june.littlehamelin@gmail.com
Mark Hill at hilltc@gmail.com Trevor Aucoin at tsbmcomputers@hotmail.com

Background information is available on the Township Website ([Essatownship.on.ca/council agendas & minutes/ Committee of the Whole Agenda/February 5, 2020/CAO's Report CAO006-20](http://Essatownship.on.ca/council_agendas_&_minutes/Committee_of_the_Whole_Agenda/February_5,_2020/CAO's_Report_CAO006-20)).

The following are a couple of sample issues raised by the Notice:

- **It says** "...recommencing Class EA to assess the alternative solutions to meet the projected demands and identify and evaluate the alternative designs for the wastewater treatment systems in the Community of Baxter."
Issue: The current approvals are for 253 units. There is nothing more approved. Only one system is proposed, so this is a little confusing.
- **It says** "The evaluation of servicing for the community is also associated with an approved subdivision in the community."
Issue: This statement implies that the whole community is being considered for wastewater servicing and perhaps other areas?
- **Issue:** A sewage treatment plant/facility in a park next to residential homes is not a desirable community design.
- **Question:** Do you want to live close to a sewage treatment plant?
- **Question:** Do you want wastewater services and the associated monthly costs and connection fees?
- **Question:** When are the park/greenspace and road improvements to be constructed?
- **Question:** If the servicing is too expensive, is the subdivision financially viable? Has the EA explored this sufficiently?

Please provide us with your thoughts or comments. And **please attend the meeting at 6:00 pm on FEBRUARY 19** at the Township Council Chambers. Even though only 2 people can speak, it is important that we display community support and have as many people attend as possible.



**Proposed Sewage Treatment
Plant (STP) in Baxter**

Consolidated Comments from Current Residents

February 19 2020

2

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Historical Concerns

- Historical community being treated as a ‘new community’
- STP facilities have been proposed in many locations & have been of varying types
- Number of houses has increased & background information in support has not increased proportionately
- Completed Municipal Class EA did not even have enough info to make an informed decision

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Aesthetic Concerns

- Odor, Odor, Odor....gases have to be released
- Biosolids have to be removed & transported
- Truck traffic
- “What is across the road or beside my house? Why look it is a sewage treatment plant, want to buy my house? Want to play in that park at the splash pad? Will my dog want to play there...likely lol?”
- Appearance of plant
- MOECP separation guidelines increase separation as volume of plant increases. Existing and proposed residential lots are too close
- Current construction activities have residents stuck



Environmental Issues

- Can river sustain it?
- STP changes site and attracts different species on site, at outlet and in air
- Can groundwater conditions sustain it?
- If it's a large tile bed, how large and how elevated will it have to be to protect the groundwater?
- SWM pond and STP site have no outlet – properties along west side of Denney are lower; properties north on east side will get flows through ditch. Is this good infrastructure planning? Safe?
- Utilize rather than duplicate existing resources, facilities, for efficiency therefore like current proposal
- Explore green opportunities
- Need a Federal EA due to potential fisheries impacts?

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Growth Issues

- We like our small town
- Proponent suggests it will accommodate future growth beyond subdivision
- Essa growth plan has Baxter as secondary area
- If growth is supported, shouldn't servicing requirements be determined based on a comprehensive review?
- In the mean time the site should be stabilized
- Servicing facility should accommodate all **future** development



Cost Issues

- Need a detailed cost benefit analysis both short and long term
- Cost for STP is higher as need audits, maintenance, OCWA monitoring, chemical inputs, MOECP Regulations increasing
- Are 2 pumps and vents less expensive the a STP?
- If plan changes now, how does that impact municipal finances, including Angus STP?
- **Existing residents do not want to connect, on going expense that is unnecessary**
- Financing/debenturing has negative impact on those that can't afford

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Clarifications Requested

- Has the Township received funds to repair damage to road, shoulders and ditches of Denney Drive caused by all the trucking?
- Is the intersection of Denney Drive and Murphy Road to be improved?
- Where will park be relocated to or are children and dogs still expected to play by STP?
- Has subdivision agreement been completed and executed?
- Does township have all security deposits?
- How will site be stabilized while the EA process advances?
- Is the site safe as it sits with steep slopes and large mounds of earth?



Going Forward

- Need detailed, complete information to make decision
 - scientific and financial
- Exercise should be completed by a third party rather than proponent
- EA completed to a level of detail that allows for a definitive decision with full knowledge of costs and impacts and allows informed Township decision
- There are options for location and all of these should be explored (within the subdivision away from existing residences, old landfill, closer to river, etc)



Conclusion

- Residents of Baxter prefer the approved solution of a pumping station
- Support CAO's report of February 5, 2020
- If a sewage treatment plant is to be considered, the location should be determined based on a comprehensive review of the costs, benefits, environmental impacts, settlement area review and future development potential. It should be located in a remote area away from existing homes and allow for future expansion requirements with zero impacts.
- This is brand new development and the grades are being created. There are options for location.

Brookfield
Residents









Marshall Subdivision

BROOKFIELD DEVELOPMENT OF BAXTER

SEWAGE TREATMENT AND DISPOSAL CLASS ENVIRONMENTAL ASSESSMENT (EA)

RE: Council Report CAO006-20

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Proponency		It is customary for costs incurred to be borne by Participants.
		It is commonplace for a Developer to assume all project costs of the EA, including peer reviews
Reason for EA		The cost of the SPS & FM is only part of the reason for revisiting the EA. During the completion of the detailed design, comments and concerns were raised by Ainley and OCWA regarding operations and maintenance.
Connection of Existing Homes		Brookfield does not intend to design or construct a facility to accommodate the existing community.
		The preferred alternative will need to allow for future expansion to accommodate the existing community in the future, should the Township wish to do so. This is in keeping with the original 2012 EA.
Township's Concerns		Brookfield acknowledged that the Township has concerns related to operations and maintenance costs; impacts on the residents, Community and Municipality as a whole; location, outlet, etc. All of these items will be evaluated as part of the Class EA

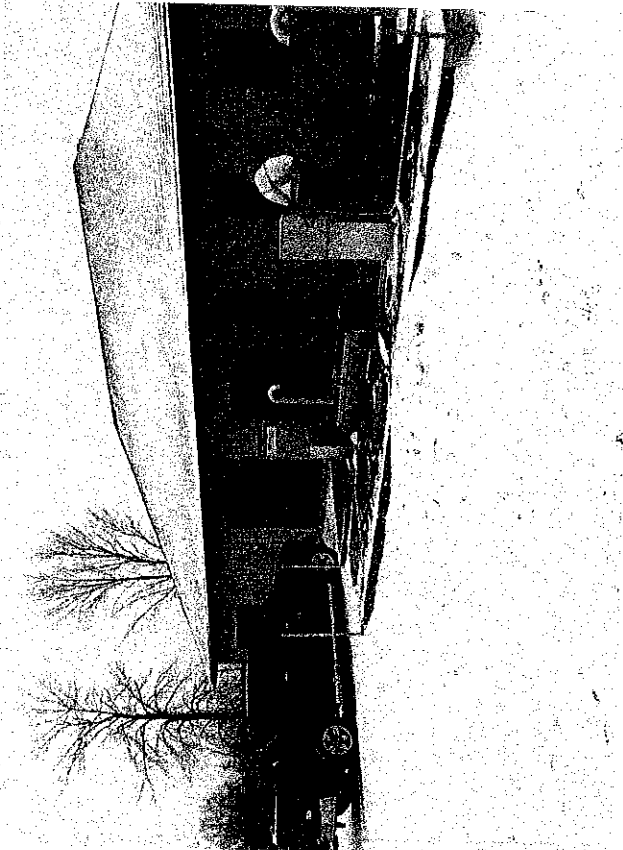
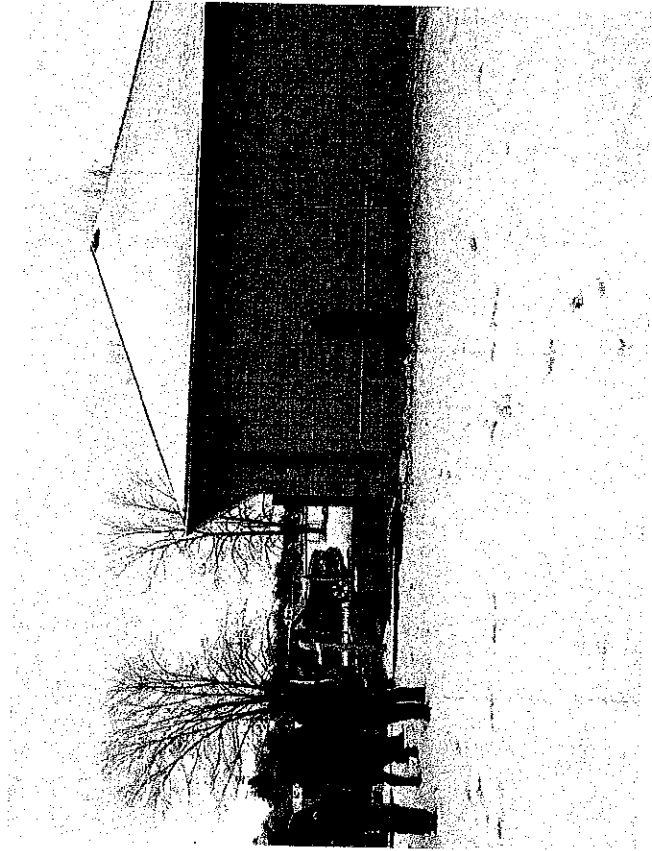
Sample exteriors of WWTP facilities that meet the needs of Baxter and may be considered through the EA process



1. SBR WWTP - Stouffville, ON

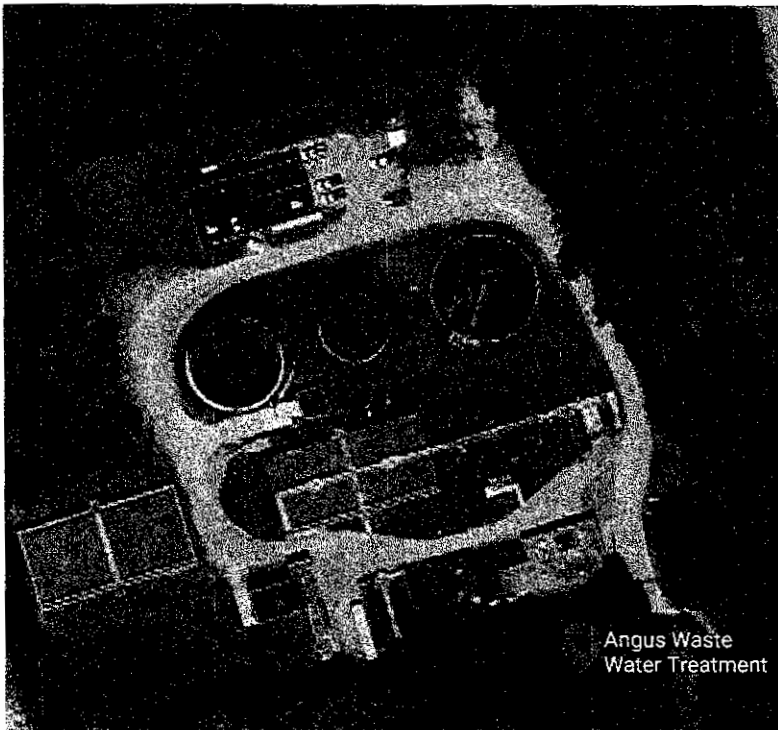


2. RBC WWTP - Mono

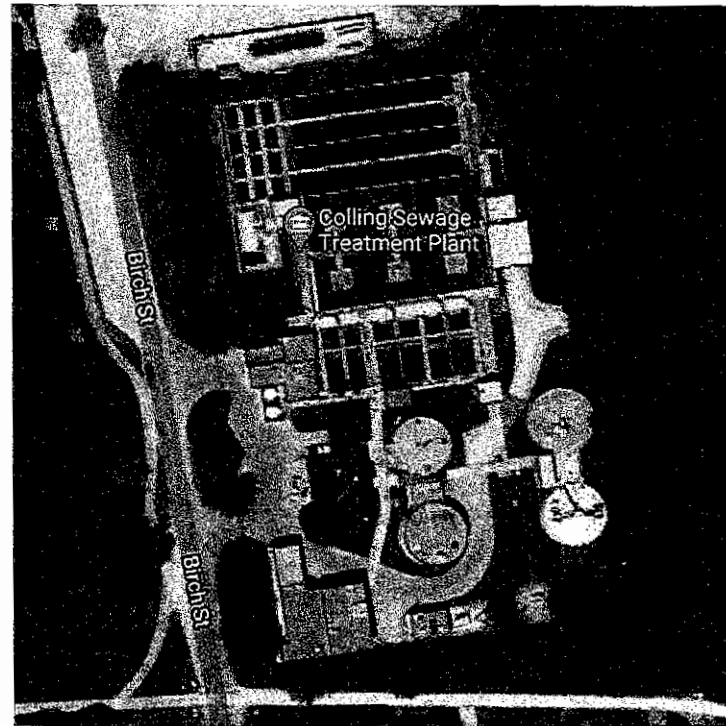


3. Modified SBR WWTP – Shakespeare, ON

Technologies that do not meet the needs of Baxter



1. Extended Aeration – Angus, ON



2. Activated Sludge - Collingwood, ON



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: PD008-20

DATE: February 19, 2020

TO: Committee of the Whole

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

SUBJECT: Rural Economic Development Program

RECOMMENDATION

That Staff Report PD008-20 be received; and

That Council direct the Manager of Planning and Development and the Manager of Parks and Recreation to allocate program funding in accordance with the RED Program through the 2021 Budget Process for their respective Department Budgets.

BACKGROUND

The Ministry of Agriculture, Food and Rural Affairs' Rural Economic Development (RED) Program provides cost-share funding to foster rural economic development through attracting jobs and investment, build community capacity and make economic development more inclusive with Rural Ontario. The RED Program can contribute up to 50% of project costs to a maximum of \$150,000 for the Economic Diversification and Competitiveness Stream, and up to 30% of overall project costs to a maximum of \$250,000 for the Strategic Economic Infrastructure Stream.

The Economic Diversification and Competitiveness Stream offers funding towards projects that:

- attract investment,
- attract or retain a skilled workforce; and
- strengthen sector and regional partnerships

Eligible projects in this stream that would be most applicable to the Township of Essa's natural and built environment include business succession support, Community Improvement Plans, improving the development and planning approvals process, destination marketing, promotional campaigns, and intern/apprentice matching, among other projects.

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The Strategic Economic Infrastructure Stream offers funding towards projects that:

- advance economic development and investment in Rural Ontario towards the rehabilitation of cultural, heritage or tourism attractions,
- redevelop vacant or underutilized properties; and
- require minor capital improvements to main streets

Eligible projects in this stream that would be most applicable to the Township of Essa's natural and built environment include restoration of historical structures or an established tourism attraction, rehabilitation of trails, Agri-food hubs, youth centres, wayfinding signage, beautification, and WiFi equipment/software for public use.

Key selection criteria as outlined by the Ministry include financial capacity, financial commitment, project oversight, collaboration and partnerships and sustainability beyond the project timelines. The deadline for applying to this program is Monday February 24, 2020.

COMMENTS AND CONSIDERATIONS

At the Township of Essa's February 5th Council meeting, Staff were directed to bring a report to Council in respect of projects/funding for the RED Program. There are several eligible programs that would financially benefit, and are applicable to, the Township of Essa in the RED Program, including but not limited to:

- Community Improvement Plans*
- Wayfinding signage*
- Familiarization tours
- OMAFRA Downtown Revitalization Program*
- Community engagement and support services
- Improving development and planning approvals process*
- Coordination of business approvals
- Destination marketing
- Sector-based training*
- Youth training*
- Promotional campaigns
- Buyer-Seller forums
- Network development
- Restoration of historical structures
- Trail rehabilitation
- Agri-food hubs
- Beautification*; and
- WiFi equipment/software

Items denoted with an * are currently under consideration for funding through active applications with the County as submitted by Staff in the Planning and Development and Parks and Recreation Departments. The current funding applications submitted by the Planning and Development Department are anticipated to provide the Township with

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approximately \$76,300 which will be applied to beautification, a Community Improvement Plan, youth training, sector-based training, downtown revitalization, and the improvement of the development and planning approvals process. The current funding applications submitted by the Parks and Recreation Department are anticipated to provide the Township with approximately \$1,100 which will be applied to street and trails furniture.

The RED Program is an ideal program for the Township of Essa to seek additional funds for program development as it would vastly increase the Township's ability to serve its residents on the promotion and delivery of both rural and urban economic development opportunities. However, participating in a Program of this magnitude requires substantial planning and execution including but not limited to staffing support, budget allocation and project planning; none of which have been accounted for or can be organized within the timeframe of the application deadline. For these reasons, at this point in time, it is premature for the Township of Essa to apply to the RED Program.

FINANCIAL IMPACT

There are no immediate financial implications associated with this Report, however program funding for future budget years will be at an investment cost to the municipality through taxation to a maximum of \$658,000 in accordance with the guidelines of the RED Program.



SUMMARY/OPTIONS

Council may:

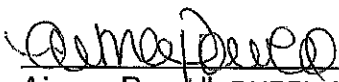
1. Take no further action.
2. Direct the Manager of Planning and Development and the Manager of Parks and Recreation to allocate Program funding in accordance with the RED Program through the 2021 Budget Process for their respective Department Budgets.
3. Direct Staff in another manner that Council deems appropriate.

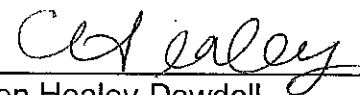
CONCLUSION

Option #2 is recommended.

Respectfully submitted:

Reviewed by:


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


Colleen Healey-Dowdall
CAO



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: C005-20
DATE: February 19, 2020
TO: Committee of the Whole
FROM: Krista Pascoe, Deputy Clerk
SUBJECT: 2020 General Assistance Grants

RECOMMENDATION

That Staff Report C005-20 be received; and

That Council consider approving the attached recommendations for the 2020 General Assistance Grants.

BACKGROUND

Each year the Township solicits grant applications from organizations requiring financial assistance for a variety of reasons.

As per Policy A01-19 "Community Assistance Grants" (Attachment No. 1), a summary is attached to this report of which contains a listing of the applications received as well as the recommended amounts to be considered by Council for each organization (Attachment No. 2).

COMMENTS AND CONSIDERATIONS

Letters and applications were mailed out to previous recipients in November of 2019, requesting submission of their request prior to the end of the day on January 31, 2020. As well, the full application and a notice was placed on the Township's website, Facebook Page and Twitter account to encourage organizations to submit funding requests to the Clerk's Department prior to the end of the end of the specified period (January 31, 2020). In response, the Township received a total of 17 funding applications, all of which fall within the eligibility criteria outlined in the recently approved Policy A01-19 "Community Assistance Grants".

FINANCIAL IMPACT

\$13,850.00 was approved in the 2020 Budget for General Assistance.
\$4,500.00 is allotted to the Margaret Street Affordable Housing Units

The remaining \$9,350.00 is to be used for requests received by the municipality for General Assistance Grants.

SUMMARY/OPTIONS


Council may:

1. Take no further action.
2. **Adopt the recommendations as presented in this report**
3. Make adjustments to various recommended grant amounts
4. Approve the full dollar amount of all grant submissions

CONCLUSION


It is recommended that approve Option No. 2.

Respectfully submitted:



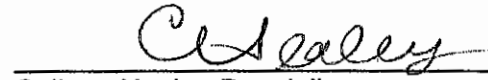
Krista Pascoe
Deputy Clerk

Reviewed by:



Lisa Lehr
Clerk


Reviewed by:



Colleen Healey-Dowdall
Chief Administrative Officer

Attachments:

1. Policy A01-19 "Community Assistance Grants"
2. 2020 Community Assistance Grant Allocations

			
Township of Essa Policy # A01-19 "Community Assistance Grants"			
SUBJECT: Community Assistance Grants	Date issued: February 28, 2019	Effective Date: March 6, 2019	Resolution No: CW045-19
SCOPE: STAFF, COUNCIL AND APPLICANTS		Revised: n/a	Page 1 of 2

A. PURPOSE:

The Township of Essa's Community Assistance Grants Policy establishes eligibility requirements and outlines application requirements. The Community Assistance Grant Program is available to help support not-for-profit organizations, whose initiatives add to the quality of life for the residents of Essa Township as a whole.

B. GRANT APPLICATION PROCESS:

All completed applications must be submitted to the Clerk's Department, no later than January 31st of each calendar year, with all supporting documentation attached as follows;

1. Brief description of the organization, including its constitution, mission statement, or statement of purpose.
2. Purpose for which the Grant will be used.
3. Previous Years financial statement.
4. Proposed Budget for the current operating year.
5. Reporting on how previous years Grants were used.
6. List of volunteer Board of Directors/Executive (name, address and telephone number).
7. Other sources of funding the applicant has applied for or obtained.
8. Signature of signing authority (ies).

C. ELIGIBILITY CRITERIA

In order to be eligible for a Community Grant, applicants must meet all of the following criteria:

1. Must be a not-for-profit, or registered charitable organization; and
2. Must be operated by a volunteer base; and
3. Provide an accessible, needed and worthwhile service proven to benefit the Township of Essa residents.

D. APPLICATION APPROVAL PROCESS:

Upon commencement of the annual budget process each fall, the Township will provide notification to the public through its electronic media (website and twitter) as well as mailing the notice to past recipients.

1. Applications must be submitted using the prescribed form.
2. Only complete applications received on or before the deadline will be reviewed.
3. Applications will be reviewed by members of staff and recommendations for assistance will be prepared and submitted for Council approval.
4. The application process is a competitive process and there is no guarantee that any award will be granted, or that the amount requested will be awarded in full.
5. Only successful applicants will be contacted, and a cheque will be forwarded.

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Township of Essa
Policy # A01-19 "Community Assistance Grants"

SUBJECT: Community Assistance Grants	Date issued: February 28, 2019	Effective Date: March 6, 2019	Resolution No: CW045-19
SCOPE: STAFF, COUNCIL AND APPLICANTS		Revised: n/a	Page 2 of 2

Notwithstanding the eligibility and criteria above, Council may approve application requests that do not meet all criteria or are inconsistent with the requirements in this Policy, at their discretion, provided that the requested amount in the application does not exceed the annual approved Community Assistance Grant Program budget.

Appendices:

1. Township of Essa Grant Application.



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Appendix 1
TOWNSHIP OF ESSA

GRANT APPLICATION

Applications for grants and donations are not automatically renewed each year; each application is reviewed based on merit each budget year.

Organizations requesting donations may be required to submit recent bank statements and/or financial statements.

Please attach a separate sheet if additional space is required to complete your application.

REQUESTING: Financial Donation in the amount of \$ _____

OR Township Tax Grant – Property Roll Number: _____

Organization Name and Address Information

Organization Name _____

Address _____

Town _____ Postal Code _____

Contact Name _____ Telephone _____

e-mail _____ Fax _____

Organization Information

Number of Members _____ Essa Residents _____ Membership Fee If Applicable _____

Geographic Area Served: _____ Date Formed _____

Outline the mission, purpose and objectives of your organization.

Purpose for which the current grant/donation would be used, if approved. Give complete details, i.e. project or event description, time frame, and community benefits relative to The Township of Essa.

Type of Organization (i.e. Registered Charity, Non-Profit Organization, etc.) and registration number.

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Other Sources of Revenue (include all amounts that have been or will be received – other donations, grants/subsidies, private funding, etc.).

Do you currently receive other gratuities from the Township, i.e. facility subsidization, tax reductions, fee waiver or reduction, photocopying, administrative support, etc.?

Have you received grants/donations from the Township of Essa in the past?

Amount Requested _____ Amount Approved _____ Year(s) _____

*****A FINANCIAL STATEMENT FOR THE PREVIOUS YEAR IS TO BE ATTACHED.*****

Signature of Authorized Official(s)

Name and Position Date _____

Name and Position Date _____

For Office Use Only

Approved _____ Denied _____
Amount \$ _____ Date _____

Additional Comments:

Note: Personal information contained on this form is collected pursuant to the *Municipal Freedom of Information and Protection of Privacy Act*, and will be used for the purpose of determining eligibility for grants. Questions about this collection should be directed to the Clerk/Freedom of Information Coordinator, The Corporation of the Township of Essa, 5786 County Road 21, Utopia, Ontario, L0M 1T0.

Attachment 2
Grant Applications 2020

Organization	Purpose/Event	T/E / Grant	2019 Amounts Approved	2020 Amount Requested	2020 Amount Recommended	2020 T/E Amount Recommended	2020 Amount Approved By Council	Notes
Angus Horticultural Society	Yearly Maintenance, care, replacement and improvement to all our Public Gardens (5) including Public Areas around Angus.	Grant	\$1,000.00	\$1,500.00	\$1,000.00			
Bear Creek Exotic Wildlife Sanctuary Inc.	Reconstruction of Enclosures that Animal have outlived, Veterinary care, working with local schools through CO-OP Education	Grant	\$350.00	\$1,000.00	\$350.00			
Community Living Association for South Simcoe	New Gazebo for Group Home in Essa Township	Grant	\$400.00	\$2,000.00	\$400.00			
Cookstown Agricultural Society	Funds will be used to assist with our expenses of the 4-H Achievement day at the Berrie Fair.	Grant	\$300.00	\$300.00	\$300.00			
Essa and District Agriculture Society	To educate, promote and display agriculture to the residents of Essa and surrounding municipalities.	Grant	\$300.00	\$6,000.00	\$300.00			
Friends of the Utopia Mill & Park	Continue to revitalize the Utopia Conservation Area.	Grant	\$500.00	\$1,000.00	\$500.00			
Matthew's House Hospice	To deliver Hospice at Home Program - Palliative care at home with nurses, PSW's, Volunteers and Full Support.	Grant		\$10,000.00				Recipient of the Essa Golf Tournament Proceeds
Next Step: Literacy Council of South Simcoe	Assistance with Taxis and mileage for students who qualify for financial assistance and/or do not have transportation.	Grant	\$400.00	\$500.00	\$400.00			
People in Transition (Alliston) Inc; "My Sisters Place"	To support our "Moving Forward" Program, running year-round and supporting women to maintain housing and support in their home community.	Grant	\$500.00	\$2,000.00	\$500.00			
Simcoe County Plowmen's Association	The donation will be used to pay our Prize money for Competitors, advertising our event, etc.	Grant	\$300.00	\$300.00	\$300.00			
South Simcoe 4-H Association	Our sign-up night is March 6, 2020, we would like to offer a reduced membership fee to our members on that night.	Grant	\$250.00	\$250.00	\$250.00			
Thornton Area Action Committee	The Thornton Area Action Committee brings the Community of Thornton together by providing special events for residents and to beautify the Village with flowers, seasonal banners and Christmas Lights	Grant	\$1,500.00	\$3,000.00	\$1,500.00			
Thornton Horticultural Society	To be used towards additional trees at the Gazebo in Thornton	Grant	\$350.00	\$350.00	\$350.00			
Angus Santa Claus Parade Committee	Funds would be used towards the cost of prizes for floats, bands etc.	Grant	\$350.00	\$350.00	\$350.00			
Angus & District Lions Club	To help defray the cost of the day and evening (Canada Day)	Grant	\$1,000.00	\$1,000.00	\$1,000.00			
Museum on the Boyne	Donation will be used towards our 60th Anniversary and the Grand re-opening of our log cabin which was one of the first artifacts donated to the museum in 1980 and was originally situated in Essa.	Grant	\$300.00	\$300.00	\$300.00			
South Simcoe Arts Council	Youth Arts and Culture Programs	Grant	\$350.00	\$1,000.00	\$350.00			
Friends of the Utopia Mill & Park	Assist our Community Organization to continue to revitalize the Utopia Conservation Area, our Local 50-acre naturalized Public Greenspace.	T/E	\$550.00	\$1,000.00		\$550.00		
Angus & District Lions Club	The tax exemption would help off set costs to run Lions that will allow us more money to return to residents	T/E	\$550.00	\$550.00		\$550.00		
Affordable Housing - 40 Margaret Street		T/E	\$4,500.00	\$4,500.00		\$4,500.00		
Royal Canadian Legion - Edward Macdonald Branch 499		T/E	\$1,500.00	n/a				Legions no longer pay property tax
Nottawasaga Pines Secondary School		Award	\$100.00	\$100.00	\$100.00			
TOTAL			\$15,350.00		\$8,250.00	\$5,600.00		
Total T/E and Grants Allocated Based on Recommendations					\$8,250.00	\$5,600.00	\$0.00	\$0.00
Total Budget - General Assistance Grant Account					\$13,850.00			
Total T/E and Grants Allocated (based on recommended amounts)					\$13,850.00			
Amount remaining in General Assistance Grant Account					\$0.00			

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TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: C006-20
DATE: February 19, 2020
TO: Committee of the Whole
FROM: Lisa Lehr, Clerk
SUBJECT: Proposed Amendments to Fees & Charges By-law 2013-28

RECOMMENDATION

That Staff Report C006-20 be received; and
 That staff be authorized to proceed with a public meeting.

BACKGROUND

Section 391 of the *Municipal Act*, 2001, permits a municipality to enact By-laws to impose fees and charges for municipal services and activities. The purpose of the fees is to recover costs for services and activities provided or done by or on behalf of a municipality.

Municipalities face increasing costs to deliver essential services that residents and ratepayers require on a daily basis while maintaining reasonable and affordable tax rates. Fees and charges help to cover all, or a portion of the cost, of delivering specific services so that ratepayers are not adversely impacted financially for the delivery of them. Although full cost recovery is not always achieved, all budgeted user fee revenue is applied against the total cost for the service.

Fees and charges traditionally have been developed using a combination of actual direct costs to deliver the service, including in some instances the overhead and administrative costs, as well as market comparison with neighbouring municipalities.

COMMENTS AND CONSIDERATIONS

Given the passage of Essa's new Site Alteration and Fill By-law 2019-84 (which does not allow for more than 1,000 m³ of fill, and of which references fees different than those in the current Fee Schedule), the author of this report deems it to be in the best interests of the municipality to consider amending its Fees and Charges By-law at this time, and as a result, has collected recommended fee changes from each Department Manager.

The following is a breakdown of all proposed amendments to the Schedule of Fees (By-law 2013-28) for Council's consideration:

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Proposed Amendments to Fee Schedule (By-law 2013-28)			
FIRE DEPARTMENT FEES			
Fee Description	Current Fee	Proposed Fee	Rationale for Amendment
NEW FEE <i>External Engineering and/or Legal Fees</i>	N/A	<i>Actual Cost Incurred</i>	Ensures consistency b/w Essa Fire Department and surrounding municipalities for the covering of engineering fees
AMEND EXISTING FEE <i>Fire Prevention Training</i>	\$100.00	\$150.00	Reflects actual cost to send three firefighters
AMEND EXISTING FEE <i>Other or Additional Follow-up Inspections</i>	\$40.00	\$50.00	Reflects true cost of inspections
PUBLIC WORKS FEES – SITE ALTERATION AND FILL FEES			
Fee Description	Current Fee	Proposed Fee	Rationale for Amendment
DELETE EXISTING FEE Fill less than 1,000 m3	\$250.00 + \$.80/m3	Remove	No longer applies, per By-law 2019-84
DELETE EXISTING FEE Fill between 1,000 m3 and 5,000 m3	\$500.00 + \$.80/m3	Remove	No longer applies, per By-law 2019-84
DELETE EXISTING FEE Fill between 5,000 m3 and 10,000 m3	\$1,500.00 + .80/m3	Remove	No longer applies, per By-law 2019-84
DELETE EXISTING FEE Greater than 10,000 m3	\$2,500.00 + .80/m3	Remove	No longer applies, per By-law 2019-84
NEW FEE <i>Fill up to 1,000 m3</i>	n/a	<i>\$250.00 + \$2.00 / m3</i>	To assist in offsetting cost(s) due to damage and maintenance on roads from truck traffic, as well as extra patrols needed to inspect roads during filling activities.
PLANNING AND DEVELOPMENT FEES			
Fee Description	Current Fee	Proposed Fee	Rationale for Amendment
NEW FEE <i>Staff Attendance at LPAT Hearing(s)</i>	n/a	<i>\$1,500.00/day PLUS \$750.00/subsequent days</i>	Fee to be collected IF required by an applicant that appeals a decision of Council and staff
NEW FEE <i>Validation of Title</i>	n/a	\$500.00	Standard fee collected in addition to Consent Application Fee
NEW FEE <i>Condominium Exemption</i>	n/a	<i>\$2,000.00 PLUS \$2,000.00 Legal and Engineering Deposit</i>	Clarification required for "Exemption" Applications which was never specified
BUILDING DEPARTMENT FEES			
Fee Description	Current Fee	Proposed Fee	Rationale for Amendment
AMEND EXISTING FEE <i>15.1 - Revision Part 9 Permits/Applications</i>	\$50.00/hr	\$75.00/hr	Increase as per industry standard
AMEND EXISTING FEE <i>15.2 – Revision Part 3 Permits/Applications</i>	\$50.00/hr	\$75.00/hr	Increase as per industry standard
AMEND EXISTING FEE <i>15.4 Re-Inspection</i>	\$25.00	\$75.00	Increase as per industry standard
AMEND EXISTING FEE <i>5.11 Model Home</i>	\$100.00	\$500.00	Flat Fee - includes Review
DELETE EXISTING FEE <i>2.2 Tents – 2 to 10, same site (per site)</i>	\$50.00	Remove	Housekeeping Amendment to only have one fee for tents
DELETE EXISTING FEE <i>2.3 Tents - more than 10 (same site)</i>	\$50.00	Remove	Housekeeping Amendment to only have one fee for tents

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BUILDING DEPARTMENT FEES -Continued			
Fee/Description	Current Fee	Proposed Fee	Rationale for Amendment
AMEND (Wording only) Change from "Tents, one only (each) TO "Tents (each)"	\$50.00	Keep at \$50.00 per tent	Charge per tent
DELETE EXISTING FEE 5.10 - Sheds Under 200 ft2	.11/ft2	REMOVE FEE	Fee would fall under \$100.00 minimum
AMEND EXISTING FEE 15.6 Building Compliance Letters, per property	\$50.00	\$75.00	This update would match the fee for a Zoning Compliance Letter
AMEND EXISTING FEE 15.6 Building Compliance Letter-RUSH	\$75.00	\$100.00	This update would match the fee for a Rush Zoning Compliance Letter
DELETE FEE 15.7 Fence Permit	\$30.00	Remove	No inspection(s) are conducted to ensure fence is built in accordance with Fence By-law. Permit is not enforced; considered neighbour disputes.

As well, justification for each proposed fee change is contained on the attached forms completed by staff of the corresponding department.

FINANCIAL IMPACT

The proposed fees are designed to ensure that the cost of providing a specific service is fully recovered for the user of that service, while minimizing the cost and affect to all ratepayers.

SUMMARY/OPTIONS

Council may:


1. Take no further action.
2. **Authorize staff to proceed with a public meeting.**
3. Further amend the Fees and Charges as Council deems appropriate.

CONCLUSION


Staff recommends that Council approve Option No. 2.

Respectfully submitted:

Reviewed by:



 Lisa Lehr
 Clerk



 Colleen Healey-Dowdall
 Chief Administrative Officer

Attachments:

1. Copies of "Fee Schedule Request for Amendment Forms" from Fire Department, Public Works Department, Planning Department and Building Department.

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TOWNSHIP OF ESSA

FEE SCHEDULE - REQUEST FOR AMENDMENT FORM

February 07, 2020

Cynthia Ross Tustin

Fire Chief

Date of Request

Name of Requestor

Title of Requestor

Fire Department Fees

SECTION OF FEE SCHEDULE AFFECTED BY PROPOSED AMENDMENT (ie: Administration Fees, Building Fees, etc.)

PLEASE COMPLETE THIS SECTION ONLY WHERE REQUEST IS TO AMEND AN EXISTING FEE

NAME OF EXISTING FEE / CHARGE / DEPOSIT

Current Amount of Fee/Charge or Deposit as it appears on current Fee Schedule	Name of Fee / Charge/Deposit as it currently appears on the current Fee Schedule	Actual cost incurred Proposed Amount for Fee/Charge Deposit

Please list the rationale above for the proposed amendment to the current Fee/Charge/Deposit

PLEASE COMPLETE THIS SECTION ONLY WHERE REQUEST IS TO CREATE A NEW FEE

Fire Department Fees - External Engineering and/or Legal Fees
NAME OF NEW PROPOSED FEE / CHARGE / DEPOSIT

Actual cost incurred	External Engineering and/or Legal Fees
Amount of Fee/Charge or Deposit as proposed to be added to Fee Schedule	Name of Fee/Charge/Deposit as it is proposed to appear on Fee Schedule

To ensure consistency between the Essa Fire Department and other Essa Municipal department for the covering
Of engineering fees

Please list the rationale above for the proposed amendment to the current Fee/Charge/Deposit

February 10 2020 0006-20 Date approved by Council

Date Received by Clerk's Office Report Number to Accompany Request

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TOWNSHIP OF ESSA

FEE SCHEDULE - REQUEST FOR AMENDMENT FORM

February 07, 2020 Cynthia Ross Tustin Fire Chief
Date of Request Name of Requestor Title of Requestor

Fire Department Fees

SECTION OF FEE SCHEDULE AFFECTED BY PROPOSED AMENDMENT (ie: Administration Fees, Building Fees, etc.)

PLEASE COMPLETE THIS SECTION ONLY WHERE REQUEST IS TO AMEND AN EXISTING FEE

Fire Department Fees - Fire Prevention Training
NAME OF EXISTING FEE / CHARGE / DEPOSIT

Table with 3 columns: Current Amount of Fee/Charge or Deposit as it appears on current Fee Schedule (\$100.00), Name of Fee / Charge/Deposit as it currently appears on the current Fee Schedule (Fire Prevention Training), Proposed Amount for Fee/Charge Deposit (\$150.00)

This fee has not been raised in over 6 years and reflects the actual cost to send 3 Firefighters.

Please list the rationale above for the proposed amendment to the current Fee/Charge/Deposit

PLEASE COMPLETE THIS SECTION ONLY WHERE REQUEST IS TO CREATE A NEW FEE

NAME OF NEW PROPOSED FEE / CHARGE / DEPOSIT

Table with 2 columns: Amount of Fee/Charge or Deposit as proposed to be added to Fee Schedule, Name of Fee/Charge/Deposit as it is proposed to appear on Fee Schedule

Please list the rationale above for the proposed amendment to the current Fee/Charge/Deposit

February 10 2020 Code-20
Date Received by Clerk's Office Report Number to Accompany Request Date approved by Council

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TOWNSHIP OF ESSA

FEE SCHEDULE - REQUEST FOR AMENDMENT FORM

February 07, 2020 Cynthia Ross Tustin Fire Chief
Date of Request Name of Requestor Title of Requestor

Fire Department Fees

SECTION OF FEE SCHEDULE AFFECTED BY PROPOSED AMENDMENT (ie: Administration Fees, Building Fees, etc.)

PLEASE COMPLETE THIS SECTION ONLY WHERE REQUEST IS TO AMEND AN EXISTING FEE

Fire Department Fees - Other or Additional Follow-up Inspections
NAME OF EXISTING FEE / CHARGE / DEPOSIT

Table with 3 columns: Current Amount of Fee/Charge or Deposit as it appears on current Fee Schedule (\$40.00), Name of Fee / Charge/Deposit as it currently appears on the current Fee Schedule (Other or Additional Follow-up Inspections), Proposed Amount for Fee/Charge Deposit (\$50.00/Hour)

Never been increased in 6 years, reflects true cost of inspection.

Please list the rationale above for the proposed amendment to the current Fee/Charge/Deposit

PLEASE COMPLETE THIS SECTION ONLY WHERE REQUEST IS TO CREATE A NEW FEE

NAME OF NEW PROPOSED FEE / CHARGE / DEPOSIT

Table with 2 columns: Amount of Fee/Charge or Deposit as proposed to be added to Fee Schedule, Name of Fee/Charge/Deposit as it is proposed to appear on Fee Schedule

Please list the rationale above for the proposed amendment to the current Fee/Charge/Deposit

February 10 2020 Code-20
Date Received by Clerk's Office Report Number to Accompany Request Date approved by Council



TOWNSHIP OF ESSA

FEE SCHEDULE - REQUEST FOR AMENDMENT FORM

FEB. 5/2020 BOB MORRISON MANAGER OF PUBLIC WORKS
 Date of Request Name of Requestor Title of Requestor

Public Works Fees

SECTION OF FEE SCHEDULE AFFECTED BY PROPOSED AMENDMENT (ie: Administration Fees, Building Fees, etc.)

PLEASE COMPLETE THIS SECTION ONLY WHERE REQUEST IS TO AMEND AN EXISTING FEE

Public Works Fees
Site Alteration and Fill Fees

NAME OF EXISTING FEE / CHARGE / DEPOSIT

Current Amount of Fee/Charge or Deposit as it appears on current Fee Schedule	Name of Fee / Charge/Deposit as it currently appears on the current Fee Schedule	Proposed Amount for Fee/Charge Deposit
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Delete the following Site Alteration + Fill Fees (they no longer apply - Refer to By-law 2019-84)

Fill less than 1000m³; Fill b/w 1000m³ - 5000m³; Fill b/w 5000m³ & 10,000m³; Greater than 10,000 m³

Please list the rationale above for the proposed amendment to the current Fee/Charge/Deposit

PLEASE COMPLETE THIS SECTION ONLY WHERE REQUEST IS TO CREATE A NEW FEE

Site Alteration and Fill Fees

NAME OF NEW PROPOSED FEE / CHARGE / DEPOSIT

Amount of Fee/Charge or Deposit as proposed to be added to Fee Schedule	Name of Fee/Charge/Deposit as it is proposed to appear on Fee Schedule
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\$250 + \$2.00 m³

Fill up to 1000 m³

THE INCREASE^{COST} RATIONALE IS TO HELP OFFSET COST^{DUE TO} DAMAGE + MAINTENANCE TO ROADS FROM TRUCK TRAFFIC AS WELL AS EXTRA PATROLS NEEDED TO INSPECT ROADS DURING FILLING ACTIVITIES.

Please list the rationale above for the proposed amendment to the current Fee/Charge/Deposit

February 7 2020 0006 20 Date approved by Council
 Date Received by Clerk's Office Report Number to Accompany Request

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TOWNSHIP OF ESSA

FEE SCHEDULE - REQUEST FOR AMENDMENT FORM

February 11, 2020

Aimee Powell

Manager of P & D

Date of Request

Name of Requestor

Title of Requestor

Planning Fees

SECTION OF FEE SCHEDULE AFFECTED BY PROPOSED AMENDMENT (ie: Administration Fees, Building Fees, etc.)

PLEASE COMPLETE THIS SECTION ONLY WHERE REQUEST IS TO AMEND AN EXISTING FEE

NAME OF EXISTING FEE / CHARGE / DEPOSIT

Current Amount of Fee/Charge or Deposit as it appears on current Fee Schedule	Name of Fee / Charge/Deposit as it currently appears on the current Fee Schedule	Proposed Amount for Fee/Charge Deposit

Please list the rationale above for the proposed amendment to the current Fee/Charge/Deposit

PLEASE COMPLETE THIS SECTION ONLY WHERE REQUEST IS TO CREATE A NEW FEE

Staff Attendance @ LPAT Hearing

NAME OF NEW PROPOSED FEE / CHARGE / DEPOSIT

Amount of Fee/Charge or Deposit as proposed to be added to Fee Schedule	Name of Fee/Charge/Deposit as it is proposed to appear on Fee Schedule
\$1500/day PLUS \$150/subsequent day(s)	Staff Attendance at LPAT Hearing

Please list the rationale above for the proposed amendment to the current Fee/Charge/Deposit

February 11 2020
Date Received by Clerk's Office

C0016-20
Report Number to Accompany Request

Date approved by Council



TOWNSHIP OF ESSA

FEE SCHEDULE - REQUEST FOR AMENDMENT FORM

February 11, 2020

Aimee Powell

Manager of P &D

Date of Request

Name of Requestor

Title of Requestor

Planning Fees

SECTION OF FEE SCHEDULE AFFECTED BY PROPOSED AMENDMENT (ie: Administration Fees, Building Fees, etc.)

PLEASE COMPLETE THIS SECTION ONLY WHERE REQUEST IS TO AMEND AN EXISTING FEE

NAME OF EXISTING FEE / CHARGE / DEPOSIT

Current Amount of Fee/Charge or Deposit as it appears on current Fee Schedule	Name of Fee / Charge/Deposit as it currently appears on the current Fee Schedule	Proposed Amount for Fee/Charge Deposit

Please list the rationale above for the proposed amendment to the current Fee/Charge/Deposit

PLEASE COMPLETE THIS SECTION ONLY WHERE REQUEST IS TO CREATE A NEW FEE

Validation of Title

NAME OF NEW PROPOSED FEE / CHARGE / DEPOSIT

Amount of Fee/Charge or Deposit as proposed to be added to Fee Schedule	Name of Fee/Charge/Deposit as it is proposed to appear on Fee Schedule
\$500	Validation of Title

Please list the rationale above for the proposed amendment to the current Fee/Charge/Deposit

February 11 2020
Date Received by Clerk's Office

0006-20
Report Number to Accompany Request

Date approved by Council

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TOWNSHIP OF ESSA

FEE SCHEDULE - REQUEST FOR AMENDMENT FORM

February 11, 2020

Aimee Powell

Manager of P & D

Date of Request

Name of Requestor

Title of Requestor

Planning Fees

SECTION OF FEE SCHEDULE AFFECTED BY PROPOSED AMENDMENT (ie: Administration Fees, Building Fees, etc.)

PLEASE COMPLETE THIS SECTION ONLY WHERE REQUEST IS TO AMEND AN EXISTING FEE

NAME OF EXISTING FEE / CHARGE / DEPOSIT

Current Amount of Fee/Charge or Deposit as it appears on current Fee Schedule	Name of Fee / Charge/Deposit as it currently appears on the current Fee Schedule	Proposed Amount for Fee/Charge Deposit

Please list the rationale above for the proposed amendment to the current Fee/Charge/Deposit

PLEASE COMPLETE THIS SECTION ONLY WHERE REQUEST IS TO CREATE A NEW FEE

Condominium Exemption

NAME OF NEW PROPOSED FEE / CHARGE / DEPOSIT

Amount of Fee/Charge or Deposit as proposed to be added to Fee Schedule	Name of Fee/Charge/Deposit as it is proposed to appear on Fee Schedule
\$2,000 plus \$2,000 Legal/Engineering Deposit	Condominium Exemption

\$2,000 Legal & Engineering Deposit

Please list the rationale above for the proposed amendment to the current Fee/Charge/Deposit

Feb 11 2020
Date Received by Clerk's Office

C006-20
Report Number to Accompany Request

Date approved by Council



TOWNSHIP OF ESSA

FEE SCHEDULE - REQUEST FOR AMENDMENT FORM

February 12, 2020

Drew Brooks

CBO

Date of Request

Name of Requestor

Title of Requestor

Building Fees

SECTION OF FEE SCHEDULE AFFECTED BY PROPOSED AMENDMENT (ie: Administration Fees, Building Fees, etc.)

PLEASE COMPLETE THIS SECTION ONLY WHERE REQUEST IS TO AMEND AN EXISTING FEE

15.1 - Revision Part 9 Permits / Applications

NAME OF EXISTING FEE / CHARGE / DEPOSIT

\$50/hr	15.1 Revision Part 9 permits/applications	\$75/hr
Current Amount of Fee/Charge or Deposit as it appears on current Fee Schedule	Name of Fee / Charge/Deposit as it currently appears on the current Fee Schedule	Proposed Amount for Fee/Charge Deposit

Please list the rationale above for the proposed amendment to the current Fee/Charge/Deposit

PLEASE COMPLETE THIS SECTION ONLY WHERE REQUEST IS TO CREATE A NEW FEE

NAME OF NEW PROPOSED FEE / CHARGE / DEPOSIT

Amount of Fee/Charge or Deposit as proposed to be added to Fee Schedule	Name of Fee/Charge/Deposit as it is proposed to appear on Fee Schedule

Please list the rationale above for the proposed amendment to the current Fee/Charge/Deposit

Feb 11 2020 C006-20 Date approved by Council

Date Received by Clerk's Office Report Number to Accompany Request

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TOWNSHIP OF ESSA

FEE SCHEDULE - REQUEST FOR AMENDMENT FORM

February 12, 2020

Drew Brooks

CBO

Date of Request

Name of Requestor

Title of Requestor

Building Fees

SECTION OF FEE SCHEDULE AFFECTED BY PROPOSED AMENDMENT (ie: Administration Fees, Building Fees, etc.)

PLEASE COMPLETE THIS SECTION ONLY WHERE REQUEST IS TO AMEND AN EXISTING FEE

15.2 Revision Part 3 Permits / Applications

NAME OF EXISTING FEE / CHARGE / DEPOSIT

\$50/hr	15.2 Revision Part 3 permits/applications	\$75/hr
Current Amount of Fee/Charge or Deposit as it appears on current Fee Schedule	Name of Fee / Charge/Deposit as it currently appears on the current Fee Schedule	Proposed Amount for Fee/Charge Deposit

Please list the rationale above for the proposed amendment to the current Fee/Charge/Deposit

PLEASE COMPLETE THIS SECTION ONLY WHERE REQUEST IS TO CREATE A NEW FEE

NAME OF NEW PROPOSED FEE / CHARGE / DEPOSIT


Amount of Fee/Charge or Deposit as proposed to be added to Fee Schedule	Name of Fee/Charge/Deposit as it is proposed to appear on Fee Schedule
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Please list the rationale above for the proposed amendment to the current Fee/Charge/Deposit

Feb 11 2020 C006-20

Date Received by Clerk's Office Report Number to Accompany Request Date approved by Council

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TOWNSHIP OF ESSA
FEE SCHEDULE - REQUEST FOR AMENDMENT FORM

February 12, 2020 **Drew Brooks** CBO
 Date of Request Name of Requestor Title of Requestor

Building Fees

SECTION OF FEE SCHEDULE AFFECTED BY PROPOSED AMENDMENT (ie: Administration Fees, Building Fees, etc.)

PLEASE COMPLETE THIS SECTION ONLY WHERE REQUEST IS TO AMEND AN EXISTING FEE

<i>15.4 Re-inspections</i>		
NAME OF EXISTING FEE / CHARGE / DEPOSIT		
\$25	15.4 Re-inspection	\$75.00
Current Amount of Fee/Charge or Deposit as it appears on current Fee Schedule	Name of Fee / Charge/Deposit as it currently appears on the current Fee Schedule	Proposed Amount for Fee/Charge Deposit
Increase to meet other townships average, and to cover the time it takes to complete an extra inspection (driving and time)		
Please list the rationale above for the proposed amendment to the current Fee/Charge/Deposit		

PLEASE COMPLETE THIS SECTION ONLY WHERE REQUEST IS TO CREATE A NEW FEE

NAME OF NEW PROPOSED FEE / CHARGE / DEPOSIT	
Amount of Fee/Charge or Deposit as proposed to be added to Fee Schedule	Name of Fee/Charge/Deposit as it is proposed to appear on Fee Schedule
Please list the rationale above for the proposed amendment to the current Fee/Charge/Deposit	

Feb 11 2020 *Code-20* _____
 Date Received by Clerk's Office Report Number to Accompany Request Date approved by Council

9b



TOWNSHIP OF ESSA

FEE SCHEDULE - REQUEST FOR AMENDMENT FORM

February 12, 2020	Drew Brooks	CBO
Date of Request	Name of Requestor	Title of Requestor

Building Fees

SECTION OF FEE SCHEDULE AFFECTED BY PROPOSED AMENDMENT (ie: Administration Fees, Building Fees, etc.)

PLEASE COMPLETE THIS SECTION ONLY WHERE REQUEST IS TO AMEND AN EXISTING FEE

5-11 Model Home

NAME OF EXISTING FEE / CHARGE / DEPOSIT

\$100	5-11 Model Home	\$500
Current Amount of Fee/Charge or Deposit as it appears on current Fee Schedule	Name of Fee / Charge/Deposit as it currently appears on the current Fee Schedule	Proposed Amount for Fee/Charge Deposit

Flat Fee including review

Please list the rationale above for the proposed amendment to the current Fee/Charge/Deposit

PLEASE COMPLETE THIS SECTION ONLY WHERE REQUEST IS TO CREATE A NEW FEE

NAME OF NEW PROPOSED FEE / CHARGE / DEPOSIT

Amount of Fee/Charge or Deposit as proposed to be added to Fee Schedule	Name of Fee/Charge/Deposit as it is proposed to appear on Fee Schedule
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Please list the rationale above for the proposed amendment to the current Fee/Charge/Deposit

Feb 11 2020	C006-20	
Date Received by Clerk's Office	Report Number to Accompany Request	Date approved by Council

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TOWNSHIP OF ESSA

FEE SCHEDULE - REQUEST FOR AMENDMENT FORM

February 12, 2020

Drew Brooks

CBO

Date of Request

Name of Requestor

Title of Requestor

Building Fees

SECTION OF FEE SCHEDULE AFFECTED BY PROPOSED AMENDMENT (ie: Administration Fees, Building Fees, etc.)

PLEASE COMPLETE THIS SECTION ONLY WHERE REQUEST IS TO AMEND AN EXISTING FEE

2.2 Tents- 2 to 10 ; 2.3 Tents- more than 10

NAME OF EXISTING FEE / CHARGE / DEPOSIT

\$50	2.2/2.3 tents	\$0
Current Amount of Fee/Charge or Deposit as it appears on current Fee Schedule	Name of Fee / Charge/Deposit as it currently appears on the current Fee Schedule	Proposed Amount for Fee/Charge Deposit

Remove 2.2 , 2.3

Please list the rationale above for the proposed amendment to the current Fee/Charge/Deposit

PLEASE COMPLETE THIS SECTION ONLY WHERE REQUEST IS TO CREATE A NEW FEE

NAME OF NEW PROPOSED FEE / CHARGE / DEPOSIT

Amount of Fee/Charge or Deposit as proposed to be added to Fee Schedule	Name of Fee/Charge/Deposit as it is proposed to appear on Fee Schedule
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Please list the rationale above for the proposed amendment to the current Fee/Charge/Deposit

Feb 11 2020 C006-20 Date approved by Council

Date Received by Clerk's Office Report Number to Accompany Request

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TOWNSHIP OF ESSA
FEE SCHEDULE - REQUEST FOR AMENDMENT FORM

February 12, 2020

Drew Brooks

CBO

Date of Request

Name of Requestor

Title of Requestor

Building Fees

SECTION OF FEE SCHEDULE AFFECTED BY PROPOSED AMENDMENT (ie: Administration Fees, Building Fees, etc.)

PLEASE COMPLETE THIS SECTION ONLY WHERE REQUEST IS TO AMEND AN EXISTING FEE

2.1 Tents, only one (each)

NAME OF EXISTING FEE / CHARGE / DEPOSIT

\$50

2.1 tents, one only

\$50

Current Amount of Fee/Charge or Deposit as it appears on current Fee Schedule

Name of Fee / Charge/Deposit as it currently appears on the current Fee Schedule

Proposed Amount for Fee/Charge Deposit

Change the description to "Tents (each)"

Please list the rationale above for the proposed amendment to the current Fee/Charge/Deposit

PLEASE COMPLETE THIS SECTION ONLY WHERE REQUEST IS TO CREATE A NEW FEE

NAME OF NEW PROPOSED FEE / CHARGE / DEPOSIT

Amount of Fee/Charge or Deposit as proposed to be added to Fee Schedule

Name of Fee/Charge/Deposit as it is proposed to appear on Fee Schedule

Please list the rationale above for the proposed amendment to the current Fee/Charge/Deposit

Feb 11 2020

C006-20

Date Received by Clerk's Office

Report Number to Accompany Request

Date approved by Council



TOWNSHIP OF ESSA
FEE SCHEDULE - REQUEST FOR AMENDMENT FORM

February 12, 2020

Drew Brooks

CBO

Date of Request

Name of Requestor

Title of Requestor

Building Fees

SECTION OF FEE SCHEDULE AFFECTED BY PROPOSED AMENDMENT (ie: Administration Fees, Building Fees, etc.)

PLEASE COMPLETE THIS SECTION ONLY WHERE REQUEST IS TO AMEND AN EXISTING FEE

5-10 Sheds Under 200 FT²

NAME OF EXISTING FEE / CHARGE / DEPOSIT

.11 FT2	5.10 SHEDS UNDER 200 FT2	REMOVE
Current Amount of Fee/Charge or Deposit as it appears on current Fee Schedule	Name of Fee / Charge/Deposit as it currently appears on the current Fee Schedule	Proposed Amount for Fee/Charge Deposit

Remove this fee - we have a \$100 minimum this would fall under

Please list the rationale above for the proposed amendment to the current Fee/Charge/Deposit

PLEASE COMPLETE THIS SECTION ONLY WHERE REQUEST IS TO CREATE A NEW FEE

NAME OF NEW PROPOSED FEE / CHARGE / DEPOSIT

Amount of Fee/Charge or Deposit as proposed to be added to Fee Schedule	Name of Fee/Charge/Deposit as it is proposed to appear on Fee Schedule
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Please list the rationale above for the proposed amendment to the current Fee/Charge/Deposit

Feb 11 2020

Date Received by Clerk's Office

Code 20

Report Number to Accompany Request

Date approved by Council

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TOWNSHIP OF ESSA

FEE SCHEDULE - REQUEST FOR AMENDMENT FORM

February 12, 2020

Drew Brooks

CBO

Date of Request

Name of Requestor

Title of Requestor

Building Fees

SECTION OF FEE SCHEDULE AFFECTED BY PROPOSED AMENDMENT (ie: Administration Fees, Building Fees, etc.)

PLEASE COMPLETE THIS SECTION ONLY WHERE REQUEST IS TO AMEND AN EXISTING FEE

15.6 Building Compliance Letters per property

NAME OF EXISTING FEE / CHARGE / DEPOSIT

\$50.00	15.6 Building Compliance Letter	\$75.00
Current Amount of Fee/Charge or Deposit as it appears on current Fee Schedule	Name of Fee / Charge/Deposit as it currently appears on the current Fee Schedule	Proposed Amount for Fee/Charge Deposit

Has not been updated to match the Zoning Compliance Letter

Please list the rationale above for the proposed amendment to the current Fee/Charge/Deposit

PLEASE COMPLETE THIS SECTION ONLY WHERE REQUEST IS TO CREATE A NEW FEE

NAME OF NEW PROPOSED FEE / CHARGE / DEPOSIT

Amount of Fee/Charge or Deposit as proposed to be added to Fee Schedule	Name of Fee/Charge/Deposit as it is proposed to appear on Fee Schedule
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Please list the rationale above for the proposed amendment to the current Fee/Charge/Deposit

Feb 11 2020 0006-20 Date approved by Council

Date Received by Clerk's Office Report Number to Accompany Request



TOWNSHIP OF ESSA

FEE SCHEDULE - REQUEST FOR AMENDMENT FORM

February 12, 2020

Drew Brooks

CBO

Date of Request

Name of Requestor

Title of Requestor

Building Fees

SECTION OF FEE SCHEDULE AFFECTED BY PROPOSED AMENDMENT (ie: Administration Fees, Building Fees, etc.)

PLEASE COMPLETE THIS SECTION ONLY WHERE REQUEST IS TO AMEND AN EXISTING FEE

15.6 Building Compliance Letter - Rush

NAME OF EXISTING FEE / CHARGE / DEPOSIT

\$75.00

15.6 Building Compliance Letter - rush

\$100

Current Amount of Fee/Charge or Deposit as it appears on current Fee Schedule

Name of Fee / Charge/Deposit as it currently appears on the current Fee Schedule

Proposed Amount for Fee/Charge Deposit

Has not been updated to match the Zoning Compliance Letter

Please list the rationale above for the proposed amendment to the current Fee/Charge/Deposit

PLEASE COMPLETE THIS SECTION ONLY WHERE REQUEST IS TO CREATE A NEW FEE

NAME OF NEW PROPOSED FEE / CHARGE / DEPOSIT

Amount of Fee/Charge or Deposit as proposed to be added to Fee Schedule

Name of Fee/Charge/Deposit as it is proposed to appear on Fee Schedule

Please list the rationale above for the proposed amendment to the current Fee/Charge/Deposit

Feb 11 2020

0006-20

Date Received by Clerk's Office

Report Number to Accompany Request

Date approved by Council

9b



TOWNSHIP OF ESSA
FEE SCHEDULE - REQUEST FOR AMENDMENT FORM

February 12, 2020 Drew Brooks CBO
 Date of Request Name of Requestor Title of Requestor

Building Fees

SECTION OF FEE SCHEDULE AFFECTED BY PROPOSED AMENDMENT (ie: Administration Fees, Building Fees, etc.)

PLEASE COMPLETE THIS SECTION ONLY WHERE REQUEST IS TO AMEND AN EXISTING FEE

15.7 Fence Permit

NAME OF EXISTING FEE / CHARGE / DEPOSIT

\$30.00	15.7 Fence Permit	REMOVE
Current Amount of Fee/Charge or Deposit as it appears on current Fee Schedule	Name of Fee / Charge/Deposit as it currently appears on the current Fee Schedule	Proposed Amount for Fee/Charge Deposit

The application that is signed does not state that the homeowner must follow the by-law, they are only signing stating that we can use their info under the privacy act. We do not provide an inspection to ensure they are following the by-law. Fences are one of our biggest complaints yet we do not enforce the permit - because they are considered a neighbor disputes.

Please list the rationale above for the proposed amendment to the current Fee/Charge/Deposit

PLEASE COMPLETE THIS SECTION ONLY WHERE REQUEST IS TO CREATE A NEW FEE

NAME OF NEW PROPOSED FEE / CHARGE / DEPOSIT

Amount of Fee/Charge or Deposit as proposed to be added to Fee Schedule	Name of Fee/Charge/Deposit as it is proposed to appear on Fee Schedule

Please list the rationale above for the proposed amendment to the current Fee/Charge/Deposit

Feb 11 2020 *0006-20* _____
 Date Received by Clerk's Office Report Number to Accompany Request Date approved by Council



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: CAO010-20
DATE: February 19, 2020
TO: Committee of the Whole
FROM: Colleen Healey-Dowdall, Chief Administrative Officer
SUBJECT: Stand-by Policy

RECOMMENDATION

That Staff Report CAO010-20 be received; and

That Council consider adopting a new Stand-by Policy to ensure coverage in parks and on roads and concerning public works between April 15th and November 15th to ensure fair and consistent coverage in the event of a minor or major emergency.

BACKGROUND

Council has approved stand-by pay for roads employees who take a turn to carry a work cell phone, to answer such phone and to respond to unforeseen and urgent circumstances during the spring, summer and fall seasons. Such response may require the staff member to report to a jobsite within 30 minutes of the decision to do so.

The attached policy is clear and sets out the expectations and requirements of staff. It also states the pay for stand-by duty. It is this CAO's position that the Stand-by Policy should also apply to parks employees.

COMMENTS AND CONSIDERATIONS

Until now, there has been no official stand-by duty assigned to staff. In the past, it has been difficult at times to find a staff member to assist in the event of an unforeseen situation that needs to be addressed immediately, after hours. This situation (lack of policy) is not ideal and without an established system and chain of command in place for off-hours during the summer (more or less), an undue burden lies with a few individuals. It is best to be prepared for the worst-case scenario.

FINANCIAL IMPACT

The 2020 budget already contains an approved line item in the roads budget for stand-by pay of \$6,000. It is proposed that the parks budget include similar stand-by pay in 2021 (thus, parks stand-by to commence next year).

It should be noted that scheduling will be prepared by the respective supervisors on an as-needed basis, working around employees scheduled in for regular operations/duty (ie, stand-by duty will not be assigned if a regular shift is already planned). Note that the parks department may be trying a new schedule which is different than years prior and which may better reflect park usage.

SUMMARY/OPTIONS

Council may:

1. Take no further action.
2. Endorse the Stand-by Policy as proposed.
3. Support an amended Stand-by Policy.
4. Direct the CAO in another course of action.

CONCLUSION

Option #2 is recommended.

Respectfully submitted:



Colleen Healey-Dowdall
CAO

Attachments:
Stand-by Policy #A02-2020

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

Subject: Stand-by Policy
Policy Number: A02-2020
Department: Public Works and Parks and
Recreation Departments

Approved by Council: tbd
Resolution No.: tbd
Effective Date: tbd
Date of Amendment: n/a

Approval:

1 **PURPOSE**

1.1 The Township of Essa requires that employees be in place after regular hours and on weekends to respond to operation needs as they arise. This policy outlines who shall be available to work and compensation for those employees.

More specifically, some employees are required to be on "stand-by" and some employees are required to be "on-call" depending on the time of the year, as specified below, and in accordance with their job description and the associated expectations of their job.

2 **DEFINITIONS**

2.1 "On-call" duty is defined as that duty performed by Roads employees who are required according to their job description and the established expectations of the position of that within the Roads Department to be readily available to respond to winter weather conditions.

2.2 "Call-in" occurs when an employee is called in, to a job site, to report physically to work, whether on-call or on stand-by, and is expected to report to the site within 30 minutes.

2.3 "Stand-by" duty is defined as that duty when an employee is asked/required to be available and fully prepared to respond to a work-related issue or emergency for a pre-authorized period of time outside of the employee's regular work hours, excluding when on-call.

Stand-by	On-call
<ul style="list-style-type: none"> Occurs during "summer" operating period when Roads and Parks employees are required for "summer" operations and when arenas are closed (ie, Apr 15th - Nov 15th) 	<ul style="list-style-type: none"> During "winter" operating period when Roads and Arena employees are required primarily for "winter" operations and when arenas are open

10a

Policy Title: Stand-by Policy
Department: Public Works and Parks and Recreation Departments

Policy Number: A02-2020
Approved by Council: tbd

Date of Revision: n/a

<ul style="list-style-type: none"> • Stand-by employees are asked to take a turn to monitor a cell phone and to respond in case of an unusual, unplanned incident or situation needing attention or an emergency which must be addressed 	<ul style="list-style-type: none"> • When on-call, Roads employees may be called-in to address winter weather related conditions and this is normal procedure
--	--

3 **SCOPE**

3.1 This Policy applies to employees as follows in order to ensure that employees are available before/after regular hours, during the "summer" or summer operations:

- a. Specifically, it is intended that there be Roads staff available to be called to work as necessary in the event of incidents, events or emergencies such as but not limited to (between Apr 15th – Nov 15th):
 - motor vehicle accidents impacting the safety of the Township of Essa's roadways
 - required road closures
 - fallen trees
 - missing or damaged stop signs
 - flood conditions

- b. As well, it is intended that there be Arena or Parks staff available to be called to work as necessary in the event of incidents, events or emergencies such as but not limited to:
 - Un-manned bookings
 - park or facility damages
 - unforeseen circumstances including but not limited to in parks and/or public facilities

General Scope

Public Works (Roads) and Parks and Recreation (Arena and/or Parks) employees will be required to perform stand-by duty in accordance with a schedule posted by their Supervisor; this will be mandatory for the Manager, Supervisor and Assistant Supervisor positions. Any changes to this list amongst employees shall be allowed if this is mutually agreed upon, and the Supervisor is notified in advance and approves of the exchange of shifts.

Employees designated for stand-by duty who are unable to perform such duty because of illness shall notify their Supervisor immediately. Management will reassign stand-by when an employee is on sick leave, etc. Stand-by shall be offered to all qualified employees first and will be compulsory for the junior

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employee if no one volunteers. Each Manager, Supervisor and Assistant Supervisor shall be scheduled for stand-by duty.

4 GENERAL RULES

- 4.1 Employees designated for stand-by duty shall remain within reach of their designated telephone so that they will be instantly ready to proceed to their work location as necessary and/or upon receipt of instructions. Employees are restricted to the same degree as if they were at their regular work headquarters pending issuance of work instructions. An employee on stand-by duty shall ensure that they are able to respond to a call at all times, including the ability to drive a vehicle if necessary.
- 4.2 Stand-by duty shall commence/cease on the day of the week as specified by the Supervisor. When on stand-by, the employee must be available to respond to a call within 15 minutes of initial contact, and report to a job site within 30 minutes of being asked.
- 4.3 Stand-by "duty period" shall be as follows:
- a. Monday to Friday – end of normal day shift to commencement of next normal day shift
 - b. Saturday, Sunday or paid holidays – 24 hours per day
- 4.4 The rate of pay for stand-by duty shall be **\$200 per week in addition to the normal** rate of pay (ie, each employee who has served stand-by duty in a satisfactory manner and has made themselves available and fit for duty if called-in, will receive an automatic, additional amount of \$200). The breakdown for the rate of pay, approved by Council, is \$20/day Mon – Fri and \$50/day Sat and Sun.

When an employee is "called-in" to work, reporting to a physical location/job site, a **minimum of 3 hours pay shall be paid at the applicable overtime rate** for all hours worked through the call-in (with a minimum of 3 hours overtime to be paid). The rate of pay on Sundays and Statutory Holidays is double time in accordance with the Terms and Conditions of Employment By-law/ESA.

- 4.5 Employees will be required to take a cell phone or an electronic device to their place of residence for the purpose of stand-by duty. The Township's Corporate Policies and Guidelines shall apply when using electronic devices. Employees will be responsible to ensure that their designated cell phone is turned on, charged and in proper working condition, and that the employee can be reached when contacted.

10a

Policy Title: Stand-by Policy
Department: Public Works and Parks and
Recreation Departments

Policy Number: A02-2020
Approved by Council: tbd

Date of Revision: n/a

- 4.6 If any of the above conditions are not met or if the employee fails to perform the required work, they become ineligible for stand-by compensation for that duty period and the appropriate discipline may be applied.



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: CAO011-20

DATE: February 19, 2020

TO: Committee of the Whole

FROM: Colleen Healey-Dowdall, Chief Administrative Officer

SUBJECT: Lunch and Learn Program

RECOMMENDATION

That Staff Report CAO011-20 be received; and

That Council consider allowing the CAO to create a staff Lunch and Learn Program, with pizza to be brought in at a cost to the Township, for staff who would like to participate, at a cost of \$250 per year.

BACKGROUND

Almost half of Township staff can be considered as millennials or generation z. Studies show that newer staff value computers and technology (more than previous generations), and they are more comfortable absorbing shorter bits of information using the web. New ways of sharing information and learning have taken place at the Township and this CAO would like to continue with this trend. Investing in staff benefits the municipality as it encourages staff retention.

COMMENTS AND CONSIDERATIONS

Web-based videos can be of great benefit, sharing some valuable information, for free. Some motivational video topics which are on YouTube and which would benefit staff include:

- Teamwork and trust
- Change management
- Working smarter instead of harder
- Dealing with difficult people
- Anger management
- Balancing work and life
- Etc

This CAO would like to increase the amount which the municipality expends on investing in staff. A relatively small budget item, which could commence this year, could be a Lunch and Learn series whereby the CAO would invite staff to join together in the Committee Room over their lunch hour, on a volunteer basis, to enjoy some pizza while watching and discussing a learning video. Opportunities could be staggered at different times.

As a next step to this initiative and others in the field of human resources, this CAO would like to pursue developing some productivity metrics for the municipality to use to measure performance.

FINANCIAL IMPACT

Pizza lunch at \$50 per lunch session to total \$250 or 5 sessions this year to come from the Council budget.



SUMMARY/OPTIONS

Council may:

1. Take no further action.
2. Approve the CAO request to create a Lunch and Learn series with free pizza to be provided to staff willing to come to learn on their lunch break at an upset limit of \$250 for 2020.
3. Direct staff in another course of action.

CONCLUSION

Option #2 is recommended.

Respectfully submitted:



Colleen Healey-Dowdall
CAO

Attachments:



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: CAO012-20

DATE: February 19, 2020

TO: Committee of the Whole

FROM: Colleen Healey-Dowdall, Chief Administrative Officer

SUBJECT: Brookfield Water, Cost of Review of Design

RECOMMENDATION

That Staff Report CAO012-20 be received; and

That Council consider paying for the cost of additional engineering review of the Baxter water booster pumping station, at a cost of approximately \$10,000 as an upset limit, with funds to come from the Water Services Budget.

BACKGROUND

The Baxter water project involves the following:

A new water reservoir and booster pumping station is proposed to replace an existing station in order to provide additional storage and supply for proposed new units (253) as well as existing units (75 along main street) that are currently serviced by private wells. The new station will also be capable of providing emergency flows and fire protection (existing fire hydrants are used for flushing and watermain maintenance only). Note that there are only a few hydrants in the original Marshall subdivision and the hydrants along Murphy Road are hydrant risers only.

Over the course of the past 6 months, this CAO has taken charge of the review of the design drawings for a water booster pumping station in Baxter, picking up where the former Administrator had left off. While the previous Administrator had spearheaded a Water Supply and Distribution Upgrades/Front-ending Agreement with Brookfield, and negotiated an amendment to the existing Purchase of Water Agreement with the Town of New Tecumseth, the design and details for the related infrastructure had not yet been planned.

The first meeting to discuss design occurred last summer. The Township's Engineer, AECOM, was hired to streamline this part of the project. Not having a background in the technical aspect of water, this CAO invited OCWA and the Manager of Public Works to the meeting. OCWA provided comment and identified some concerns which would impact on operations. Following, this CAO invited OCWA for additional comments on Baxter and

other water and wastewater matters, and OCWA has sat down to explain their perspective in relation to Essa's systems.

Both this CAO and the Manager of Public Works have gained from sparking this relationship with OCWA staff, and this CAO believes that it is important and valuable to continue to invite OCWA to comment, and for the municipality to take advantage of their expertise - Township is not paying any more for this service beyond our regular contract/fees.

Also stemming from this meeting, it was determined that the municipality would benefit from a further engineering review on the new water storage facility and booster pumping station for Baxter. It was recognized that there would be an additional cost for this (ie, approx. \$2500), however, it should also be pointed out that Brookfield has agreed to pay for all reasonable costs related to the Baxter water project which they have initiated as the developer of the new residential subdivision.

COMMENTS AND CONSIDERATIONS

Staff believe that it was reasonable to request this review on behalf of the Municipality, in order to best protect the municipality as a whole from an inadequate design which could end up costing taxpayers later. Staff believe that they have acted in a responsible manner in taking the extra caution.

As it turns out, the Township's other engineering firm on retainer, Ainley Group, had identified some concerns with the design of the booster pumping station. In a nutshell, these concerns are:

- Future water demands used for calculations in the design are very low
- Future water demands have been based on historical demands with no cushion factor
- Ainley has identified this as a concern
- They have suggested that the new 253 homes will demand 553 m³/day NOT 300 m³/day
- They have suggested that the existing homes will increase demand to 673 m³/day, leaving a shortfall in the supply of water of 273 m³/day
- There is a concern for maintenance on the pipeline – this is a lot of water to have to truck in

Staff plans to meet with the developer on the design and Brookfield is suggesting that Ainley's involvement may not be reasonable on the Township's part. Again, staff believe that the Ainley comments benefit the Township and assist the municipality in getting the most appropriate and/or best infrastructure possible. Should the Township wish to continue to protect its interest to the fullest extent, the Township could continue to pay for Ainley's involvement through its Water Services Budget if need be. *Note that an undersized system could mean that existing residents are not able to connect (If this is the case, then why would the municipality pay 30% of the project costs which total approximately \$260,000?), or that further upgrades will be needed in only a couple of years time – at a cost to the municipality/taxpayers/municipal water users.*

10c

FINANCIAL IMPACT

- No cost if the developer agrees to cover the cost of the additional review; or
- Possible cost of approximately \$10,000 upfront to ensure that all concerns are addressed (this could come from the Water Services Budget) and future increased cost of water supply from New Tecumseth (to be paid by water users); or
- Possible cost if the Ainley Group comments are not addressed: the municipality could be paying approximately \$260,000 for a project which it does not really benefit from, or it could be faced with costly upgrades required in only a couple of years time.



SUMMARY/OPTIONS

Council may:

1. Take no further action – discard the staff recommendation of additional engineering review and accept the current design although concerns have been raised (possible cost impact as stated in the 3rd bullet point above).
2. Request the developer to consider additional review as a reasonable requirement of the design process (possible cost impact as stated in the 1st bullet point above).
3. Direct staff to pay for additional engineering review if necessary, in order to fully protect the interests of all taxpayers – to ensure that the water system being designed for Baxter, to be owned and operated by the municipality, is the most appropriate design for the future needs of the Township (possible cost impact as stated in the 2nd bullet point above).

CONCLUSION

Option 2 and then 3, in that order, is recommended.

Respectfully submitted:



Colleen Healey-Dowdall
CAO

Attachments: Draft Report on Water Agreement to provide for further additional detail

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10c

TO BE RELIED ON AS ADD'L
BACKGROUND INFO AT THIS
POINT
Colleen



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: CAO009-20
DATE: ??, 2020
TO: Committee of the Whole
FROM: Colleen Healey-Dowdall, Chief Administrative Officer
SUBJECT: Brookfield Development, Water

RECOMMENDATION

That Staff Report CAO009-20 be received; and

That Council consider to amend its existing agreement with the Town of New Tecumseth for the supply of water to the community of Baxter, to increase the supply from 100 m³ of water per day by an additional 400 m³ of water per day in a phased approach with the first additional 100 m³ of water to be supplied beginning January 1, 2021.

← AINLEY HAS CAUTIONED ESSA THAT THIS IS TOO LOW OR LITTLE

BACKGROUND

The design drawings for a water booster pumping station in Baxter are under review by the Township and Ainley Group and OCWA on behalf of the Municipality and should soon be accepted with the intent by the Township's agent, AECOM, to tender the project for construction along with the distribution system works this Spring/Summer/Fall.

As well, concurrently, the Baxter developer, Brookfield Homes, will be constructing stormwater works this construction season along Denney Drive, and as well, filling and servicing their sites on both sides of Denney.

They may not build homes (other than models) until such time that they have fulfilled all conditions of draft plan approval including providing a means of sewage treatment and disposal, installing traffic lights and a safe pedestrian crossing at Murphy Road and Denney Drive and have made suitable arrangements for the development of parkland.

In conjunction with the Brookfield development and its plans for wastewater treatment, Council is also advised that Brookfield would like Essa to pursue entering into the planned agreement to purchase additional water from the Town of New Tecumseth sooner rather than later. Staff has consulted with the developer and the Town of New Tecumseth, and with the developer posting securities as required, and agreeing to increased costs, the Township can enter into the agreement negotiated through the previous administrator. This agreement would purchase 400 m³ of additional water from the Town of New

57 * DESIGN CONSIDERATIONS ARE SUGGESTED BY AINLEY

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Tecumseth in order to service Brookfield's 253 homes and the existing residents of Baxter currently not on municipal water at a cost of \$067.58/m³ (user costs) and \$005.73/m³ (maintenance costs).

The agreement has not yet been entered into, although previously drawn up, since Brookfield is still not in a position to build. Brookfield will not be building until the wastewater Class EA is complete and finalized and accepted by the Province. Entering into the water agreement with the Town of New Tecumseth will trigger costs.

COMMENTS AND CONSIDERATIONS

Brookfield is anxious to secure their water supply for their 253-home, residential plan of subdivision in Baxter. The cost of the water from the Collingwood-New Tecumseth Pipeline has increased over the years. The increased supply will support Baxter as follows:

Existing Marshall subdivision	100 m ³	} UNDER DISCUSSION
253 homes by Brookfield	300 m ³	
Existing homes in Baxter	100 m ³	

The Town of New Tecumseth will charge \$900,569 as a "buy-in" fee for the increase with water rates currently at \$067.58/m³ for usage and \$005.73/m³ for maintenance. The Township and Brookfield have agreed that the proportionate split of the costs has Brookfield paying 70.4% of all costs of the supply of water to Baxter from the Town of New Tecumseth. The complete breakdown, as contained in an agreement with Brookfield, is attached to this report.

Brookfield would like to construct the infrastructure needed to bring this water to their site, which lies at the north west quadrant of the intersection of Murphy Road and Denney Drive. This will likely happen this Spring through to Fall, however, there are also other services and infrastructure needed in order for them to start with houses.

As such, although Brookfield would like the Municipality to commit to New Tecumseth's water soon and start to pay for additional water in August, staff believes that the Township should not begin to incur additional water costs until the beginning of next year. It does not seem realistic to have homes needing water while Brookfield is still reviewing its means of sewage treatment and has not started to think about tendering construction of this critical piece of servicing. Re-opening the approved Class EA on wastewater, which had previously approved a forcemain, could delay their build-out.

FINANCIAL IMPACT

Once the water agreement is entered into, Essa will be required to start to pay for the additional water. Essa staff and Council should examine its water rates to ensure that it is being responsible and collecting funds appropriately.

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SUMMARY/OPTIONS

Council may:

1. Take no further action at this time risking losing a commitment from the Town of New Tecumseth.
2. Enter into a modified agreement with the Town of New Tecumseth for additional water with supply to increase starting in January, 2021 (staff recommendation).
3. Enter into a modified agreement with the Town of New Tecumseth for additional water with supply to increase starting in August, 2020 (Brookfield request).
4. Direct staff in another manner as may be discussed.

CONCLUSION

Option #2 is recommended.

Respectfully submitted:

Colleen Healey-Dowdall
CAO

Attachments:
Breakdown of Costs Chart

DRAFT

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

7.1.3.

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

TWP APPROX.

\$ 255,000

\$ 5,532

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

10c

WATER SUPPLY AND DISTRIBUTION UPGRADES/ FRONT-ENDING AGREEMENT

made this day of , 2018

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF ESSA

"Township"

-and-

BROOKFIELD RESIDENTIAL (ONTARIO) LIMITED

"Developer"

Collectively referred to as the **"Parties"**

RECITALS

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

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

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

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

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

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

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

4. The Developer received Draft Plan Approval for the Lands from the Township on March 17, 2010 for 250 units, and Redline and Draft Plan Extension Approval on December 20, 2017 for 253 units.

5. The Developer agrees that the Draft Plan Approval is pursuant to File No.: E-T-0602.

6. The Plan will require the connection of each lot to the Township water supply and distribution system.

7. The Township and the Developer agree that the Township requires upgrades to the Township water supply and distribution system in order for the development of the Plan to proceed.

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

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

1. Recitals Deemed True

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

2. Lands

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

3. Definitions

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

4. Developer's Expense

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

5. Term

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

6. Legal Authority

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

7. Developers Front Ending Costs and Total Cost Estimate

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

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

7.1.3.

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

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

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

8. As-Constructed Costs

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



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

9. Developer's Contribution to Local Services

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

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

10. Limited Obligation to Reimburse Developer

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

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

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

- 10.3. The Developer acknowledges and agrees that if and when the Township collects \$50,000.00 and that amount is available for reimbursement, reimbursement shall be provided to the Developer. Each time that \$50,000.00 is paid out to the Developer no further reimbursement will be paid until the minimum \$50,000.00 threshold is reached again. This will occur until the entire Front-Ending Contribution less the Developer's Local Service Water Supply and Distribution Upgrades contribution of \$2,221,156.00 for a 253 unit plan or \$2,208,934.00 for a 250 unit plan, has been reimbursed to the Developer, save and except that the final distribution will be less than \$50,000.00 subject always to the 15 year Term of the Agreement. The Developer acknowledges that this Section is based on the presumption that the Township receives payments from Rate Payers in Baxter for Water Connection Fees.
- 10.4. The Township and the Developer agree that no reimbursement will occur until the Water Supply Upgrades are completed and approved by the Township and the Township's Engineer acting reasonably, and are fully operational.

11. Services in This Agreement Which are Internal to the Lands

- 11.1. The Developer acknowledges and agrees that none of the services which are the subject of the Agreement are internal to the Plan and as such the services are described in subsection 3(7) in the *Development Charges Act*.

12. Completion & Supervision of Work

- 12.1. The Developer acknowledges and agrees that the Township and the Township's Engineer will design, tender, hire, complete the contract administration of, and oversee the construction of the Water Supply and Distribution Upgrades. The Developer may review the tender results and offer input to the Township and the Township Engineer, however, all decisions regarding tenders will be in the Township's sole and absolute discretion.

13. Township's Legal, Planning, Administrative (including Public Works), Consulting and Engineering Costs.

- 13.1. The Developer agrees to pay to the Township all costs incurred by the Township relating to the approval, registration, and completion of the Agreement including but not limited to the following: legal, engineering, planning, administrative (including public works), and peer review consultants, plus all applicable taxes, which costs are incurred by the Township and/or invoiced to the Township for matters completed prior to or subsequent to the date of execution of the Agreement. This shall include costs to provide legal representation, engineering evidence, planning evidence at any Ontario Municipal Board hearing, or otherwise as required by the Township to enforce or complete any provision of the Agreement, including the need for the Township to safeguard the interests of the residents of the Township. This shall include the Township's ability to ensure that the interests of the Township are protected fully in all respects, and in relation to any issues that arise in any other way as a result of the Developer entering into the Agreement.
- 13.2. In addition to the costs set out in Section 13.1 above, the Developer agrees to pay to the Township, the Township's ongoing costs for all matters relating to: legal, engineering, planning, administrative (including public works), and peer review consultants, plus all applicable taxes, for all items including but not limited to: checking plans, reviewing

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specifications, ongoing administration of the Plan, enforcement of any term of the Agreement including any matter that arises as a result of the Township entering into the Agreement, or the Developer developing the Lands whether due to any direct action taken by the Developer or not, or which may arise indirectly as a result of the Developer developing the Lands. This shall include any negotiations or discussions with the Developer, the Developer's lawyers, engineers, other parties retained by the Developer, or any other party howsoever related to the Development, or as a result of the Developer challenging any matter arising pursuant to the Agreement including but not limited to legal and engineering costs, and for all other costs incurred by the Township for the legal or engineering review of any aspect of the Agreement, including any legal opinions required by the Township for any matter relating to or arising from the Developer entering into the Agreement.

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

14. Performance of Covenants

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

15. Developer's Liabilities & Indemnity

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

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

16. Securities

- 16.1. Before signing the Agreement, the Developer will deposit with the Township an irrevocable Letter of Credit or Letters of Credit from a Tier 1 Canadian chartered bank and any cash deposits required by the Township (the "Securities"), issued in accordance with the requirements of the Township's Solicitor, with the Letters of Credit in the format set out as in Schedule "B" attached, and in the amount as set out in the Agreement.
- 16.2. The Developer acknowledges and agrees that the decision whether or not to draw upon the Securities to pay any obligation of the Developer arising from the Agreement, be it financial or otherwise, shall be made by the Township in the Township's sole and unfettered discretion.
- 16.3. All Letters of Credit shall have a minimum guarantee period of one (1) year or such longer time as the Township decides and shall be renewed automatically thereafter by the bank of issuance until released by the Township or until notification is delivered by the issuer to the Township of an intention to release the Letter of Credit which notice is to be at least thirty (30) days prior to the intended release by the issuer
- 16.4. The Developer acknowledges and agrees that the Securities are being deposited with the Township to cover the faithful performance of all of the Developer's obligations under the Agreement. The Developer further agrees that any Securities deposited with the Township may also be used for any other requirements of the Township included in the Agreement. The Developer agrees that the Securities may be drawn upon by the Township at any time and from time to time upon written demand
- 16.5. In the event of an increase to the estimated cost of the Water Supply and Distribution Upgrades, the Township may request, and the Developer shall provide additional securities as required by the Township within thirty (30) days of notice, failing which the Developer shall be considered in default of the Agreement.

17. Security Breach

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

18. Notice

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

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Township:

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

Attention: Greg Murphy, CAO

Tel: (705) 424-9770

Email: gmurphy@essatownship.on.ca

Developer:

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

Attention: David Murphy, ASO

Tel: 905-948-5198

Email: David.Murphy@brookfieldrp.com

or such other address, email address as the Developer has provided the Township's Clerk in writing and any notice emailed or delivered shall be deemed good and sufficient notice under the terms of this Agreement.

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

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

20. Agreement Not to be Called Into Question

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

21. No Fettering of Discretion

21.1. Notwithstanding any other provisions of the Agreement, the Parties hereto agree with each other that none of the provisions of the Agreement (including a provision stating the Parties intention) is intended to operate, nor shall have the effect of operating, in any way to fetter either the Township Council which authorized the execution of the Agreement or any of its successor councils in the exercise of any of Council's discretionary powers, duties or authorities. The Developer hereby

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

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

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

22. Severability and Enforceability

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

23. Waiver

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

24. Further Assurances

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

25. Effective Date

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

26. Interpretation of Agreement

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

- 26.2. The Agreement shall be construed with all changes in number and gender as may be required by the context.
- 26.3. Reference herein to any statute or any provision thereof shall include such statute or provisions thereof as amended, revised, re-enacted and/or consolidated from time to time and any successor statute thereto.
- 26.4. All obligations contained herein, although not expressed to be covenants, shall be deemed to be covenants.
- 26.5. Whenever a statement or provision in the Agreement is followed by words denoting inclusion or example and then there is a list of, or reference to specific items, such list or reference shall not be read so as to limit the generality of that statement or provisions, even if words such as "without limiting the generality of the foregoing" do not precede such list or reference.
- 27. Governing Law**
- 27.1. The Agreement shall be governed by and has been construed in accordance with the laws of the Province of Ontario and shall be treated in all respects as an Ontario contract.
- 28. Entire Agreement**
- 28.1. The Agreement constitutes the entire Agreement between the parties pertaining to the subject matter hereof.
- 29. No Modification**
- 29.1. No modification of, or amendment to the Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.
- 30. Headings**
- 30.1. The headings inserted in the Agreement are inserted for convenience only and shall not be used as a means of interpreting this Agreement.
- 31. Singular, etc.**
- 31.1. The use of words in the singular or plural, or with a particular gender, shall not limit the scope or exclude the application of any provision of the Agreement to such Party or circumstances as the context otherwise permits.
- 32. Registration of Agreement**
- 32.1. The Developer consents to the registration of the Agreement by the Township on the Lands.
- 32.2. The Developer consents to the registration of any additional agreements with the Township amending, adding to, or deleting any of the terms of the Agreement on the Lands.
- 33. Consent to Assign**
- 33.1. The Developer shall not assign the Agreement without the written consent of the Township. The Township agrees that it will provide its written consent to any assignment provided:
- 33.1.1. The Developer is in good standing with respect to all of its obligations under the Agreement;

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

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

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

34. Schedules

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

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

35. Enurement

35.1. The Agreement shall be binding upon and enure to the benefit of the parties to the Agreement and their respective administrators, successors and assigns. In the event of the sale of the Lands, the Developer agrees to obtain the purchaser's covenant in writing to assume responsibility for the performance of the Developer's continuing obligations under this Agreement.

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

DATED this 19th day of December, 2018

THE CORPORATION OF THE TOWNSHIP OF ESSA

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

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

We have authority to bind the Corporation.

DATED this 5th day of November, 2018

BROOKFIELD RESIDENTIAL (ONTARIO) LIMITED

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

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

We have the authority to bind the Corporation.

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SCHEDULE "A"

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

1) Description of the Lands:

Part of Lot 16, Concession 4 Essa, being Parts 1 and 2 Plan 51R-41377; Township of Essa, County of Simcoe, being all of PIN S8990-0115(LT).

Assessment Roll Number: 4321 010 007 15400

2) Description of Township Lands:

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

and

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

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SCHEDULE "B"

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

FORM OF LETTER OF CREDIT

BANK OF _____

DATE OF ISSUE: _____, 2012

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

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

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

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

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

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

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

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

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

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Schedule "B"

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

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

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

For and on Behalf of

Bank of _____

Bank of _____

(Authorized Signature)

(Authorized Counter Signature)

Letter of Credit Number: _____

THIS DOCUMENT CONSISTS OF TWO (2) PAGES



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: CAO014-20
DATE: February 19, 2020
TO: Committee of the Whole
FROM: Colleen Healey-Dowdall, Chief Administrative Officer
SUBJECT: Corporate Policies and Procedures

RECOMMENDATION

That Staff Report CAO014-20 be received; and

That Council consider authorizing the CAO to organize the Municipality's policies and procedures in the categories of Corporate Policies vs. Administrative Procedures such that only the Corporate Policies would require Council endorsement.

BACKGROUND

This CAO has been reviewing the policies and procedures of the Municipality and working to better organize such policies and procedures for easier access and retrieval. Attachment 1 provides a current listing of what the Municipality considers as its policies and procedures. This CAO would like to point out that it is somewhat cumbersome to retrieve some of the listed policies and procedures, in particular, those not used everyday (the current listing seems to lump everything together).

As the Municipality has grown over the years, additional policies and procedures have been added to the inventory, and policies and procedures are relied on more than ever. In fact, policies and procedures are now referenced on a daily basis. With this in mind, this CAO believes it is time to take stock of items and reorganize the listing and categories so that current staff can focus on a robust and organized means of training using technology.

Note that over the course of the past year, staff has initiated a Training-Tracking system with calendar reminders and associated file listings. Plus, the staff member devoted to HR (this CAO's Executive Assistant) has made use of computer login and web-based training with the assistance of the HR Downloads program. Furthermore, a review of several policies has occurred, with some new policies being developed to meet demand.

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COMMENTS AND CONSIDERATIONS

Not only does Essa now make use of other shared and web-based HR information and resources, Essa has recently worked back and forth on HR with other neighbouring municipalities. At one such session, this CAO consulted with other CAOs and learned that the other municipal Councils did not review and adopt every municipal policy or procedure - just the ones with budget impacts. This CAO would not only like to reorganize the Essa policies and procedures for better efficiency purposes but with the end in mind to go forward with Council review and adoption on corporate policies only and not on those procedures affecting day-to-day administration and with no budget impact. In fact, it is thought to divide the current listing into Corporate Policies vs. Administrative Procedures.

This CAO thereby proposes to divide the existing policies and procedures as follows:

Corporate Policies	Administrative Procedures
Statement of Principles	Criminal Record Check
Respect and Responsibility	Reimbursement of Business Expense
Code of Conduct	Use of Municipal Vehicle
Discrimination and Harassment	Driver's License
Disciplinary	Mileage Expense
Hiring	Computer Use
Accessibility Standards	Switchboard
Procurement	Security
Grants and Donations	Timeclock
Purchase or Sale of Land	Moonlighting
Access to Info	Attendance
Tangible Capital Assets	Employee Privacy
Meal Allowance	Cell Phone Use
Water Payments	Dress Code
	Accessibility
	Stand-by

Note: departments further have their own procedures which would not come to Council, now or through this proposal (ie standard operating procedures). Of course, every By-law comes to Council for adoption, including the Township's Terms and Conditions of Employment By-law.

FINANCIAL IMPACT

None.



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SUMMARY/OPTIONS

Council may:

1. Take no further action.
2. Authorize the CAO to proceed with a reorganization of policies and procedures.
3. Direct the CAO as Council may so wish.

CONCLUSION

Option #2 is recommended.

Respectfully submitted:



Colleen Healey-Dowdall
CAO

Attachments: List of current policies and procedures

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CORPORATE POLICY AND PROCEDURE MANUAL

HUMAN RESOURCES

A02-2020 – Stand-by Policy
RZone Policy – Respect & Responsibility
HR2019-01 – Criminal Record Check/Vulnerable Sector Screening
A01-19 – Reimbursement of Business Expense Claims Policy
Memo re: Policy on use of Municipal Vehicle(s)
HR02-2011 – Driver's Licence Policy (+ Authorized Requester Agreement-MTO)
HR11-01 – Mileage Expense Policy
By-law 2018-23 – Employment By-law
Code of Conduct for Employees – July, 2013
Code of Conduct – Council
HR10-01 - Statement of Principles re: Conduct of Roads, Public Works, Parks & Recreation
Town of Innisfil Hosting Services Agreement
HR12-01(R) – Computer and Technology Acceptable Use Policy (replaces C04-03 & HR12-01)
Policy – Switchboard Procedures (2008)
A07-02 – Security Fobs
EHS-15 - H & S Workplace Discrimination, Harassment and Violence Prevention Policy
HR08-02 – Disciplinary Procedures: Performance and Behaviour Improvement Policy
Guideline for the Use/Purpose of the Storage Room in the Admin. Centre.
HR01-16 – Employee Time Clock Use Policy
A01-16 – Hiring Policy
A02-16 – Moonlighting Policy
A03-16 – Attendance Support/Absence Management
A04-16 – Employee Privacy Policy
A05-16 – Cell Phone Use Policy
A01-17 – Employee Dress Code

Accessibility for Ontarians with Disabilities Act (AODA)

Accessible Customer Service Procedure A-001 (2016)
Integrated Accessibility Standard Policy (HR13-01)
Integrated Accessibility Standards – Regulation Training (2013)
Information and Communications Procedure No. A-002 (2014)
Employment Procedure No. A-003 (2014)

CAO/CLERKS

A17-01 – Procurement and Acquisition Policy
A04-05 – Grants and Donations
By-law 2007-80 – Procedural By-law
Resolution – Legal Services (2008)
Employee's Guide to Municipal Freedom of Information (2008)
A07-03 – Access to Information & Privacy
Closed Meeting Investigator (2008)
Council/Committee Procedures
A07-04 – Sale of Land
T07-01 – Tangible Capital Asset Policy
By-law 2013-60 – Development Charges
By-law 2006-48 – Transient Traders (2005-62)
By-law 2008-15 – Signs or other Advertising Devices
By-law 2010-79 – Appoint to Standing Committees of Council
Changes to Livestock Damage Program and Livestock Claim Procedure (2010)

CORPORATE POLICY AND PROCEDURE MANUAL

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- By-law 2011-62 – Prohibit Smoking Outdoors on Township-owned property
- By-law 2012-12 – Fortification of Land
- By-law 2012-38 – CAO to approve Tenders, etc. during Council summer recess each year

PUBLIC WORKS

- A01-2020 Procedures for Payment of Water Accounts Policy
- A02-19 Meal Allowance Policy (updated 2013 2019)
- Purchase, Rental, and/or provision of safety boot and clothing allowance (updated 2012)
- By-law 2008-13 – Heavy Load Permits
- PW01-2007 – Placement of Directional Signage
- By-law 85-66 – Maintenance and Operation of Water Works
- By-law 2001-40 – Water Meters
- By-law 2002-43 – Water Connections
- By-law 2006-79 – Procedures to connect to water systems, including hydrants
- By-law 2011-56 – Regulate use of water supplied by municipal water system (Repealed By-law 2005-84)
- By-law 2006-37 – Numbering of buildings and properties
- By-law 96-58 – Require owners of buildings to connect to water works
- By-law 2003-64 – Installing meters
- By-law 2003-27 – Installation of meters and procedures for payment of water account
- By-law 2005-83 – Fees for Water and Sewer Service
- R07-01 – Time Clock Swipe Policy (see Employee Time Clock Use Policy HR01-16 above)
- By-law 2008-81 – Cross Connection and Backflow Prevention
- By-law 2015-18 – Regulate Discharge of Sewage, Storm Water and Land Drainage into Municipal Infrastructure
- By-law 97-43 – Connection, Maintenance & Repair of Sanitary Sewer Service
- By-law 82-40 – Connection to Sewers
- By-law 2015-64 – Prohibit, Regulate the placing or dumping of fill (supersedes By-law 2013-01)
- A01-18 – Employee Fuel Policy

BY-LAW/ANIMAL CONTROL

- By-law 2006-18 – Licensing & registering dogs; control of dogs; impounding and seizure of dogs
- By-law 2006-50 – Untidy lot and weed control information
- By-law 2007-81 – Business Licensing By-law
- By-law 2006-51 – Sign Regulation
- By-law 2006-48 – Transient Traders
- By-law 2005-66 – Noise By-law
- By-law 2005-96 – Parking By-law
- By-law 96-56 – Regulation of Guns and Firearms
- A07-01 – Dog Handling, Administration Centre – Tender for after hours canine control (2011)
- A07-05 – Liquor License
- A-07-06 – Special Occasion Permit Approval
- Commencement of Proceeding by Information

BUILDING

- 48 Hour Notice for Inspections
- Code of Conduct for Building Officials
- By-law 2001-68 – Site Plan Control Area
- SP07-04 – Clandestine Labs and Grow Operations
- Standard Practice for Construction covered prior to Inspection

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By-law 2008-7 – Property Standards

By-law 2013-31 – Fence By-law

By-law 2006-32 – Building By-law

Building Dept. Purchase of Safety Boots and Clothing Allowance Policy

CORPORATE POLICY AND PROCEDURE MANUAL

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PARKS & RECREATION

- PR07-01 – Municipal Alcohol Policy
- PR07-02 – General Hall/Gym Rental Policy
- PR07-03 – Indoor/Outdoor Ice Policy

FIRE DEPARTMENT

- By-law 2016-30 and 2015-92 – Open Air Fires “Burn” By-law