

THE CORPORATION OF THE TOWNSHIP OF ESSA
COMMITTEE OF THE WHOLE

WEDNESDAY, FEBRUARY 5, 2020
6:00 p.m.

AGENDA

1. OPENING OF MEETING BY THE MAYOR
2. DISCLOSURE OF PECUNIARY INTEREST
3. DELEGATIONS / PRESENTATIONS / PUBLIC MEETINGS
 - a. Presentation – Derek McKeever
Re: Contribution to the Essa Public Library Board – 20 Years

STAFF REPORTS

4. PLANNING AND DEVELOPMENT
 - p. 1 a. Staff Report PD004-20 submitted by the Manager of Planning and Development, re: Proposed Housekeeping Amendments to the Township of Essa's Zoning By-law 2003-50.

Moved by: _____ Seconded by: _____

Recommendation: *Be it resolved that Staff Report PD004-20 be received; and That Council authorize Staff to schedule a public meeting for March 4th, 2020, to collect comments on a Housekeeping Zoning By-law Amendment to prohibit a dwelling on farmlands where a surplus dwelling unit has been severed due to farm consolidation, and to amend the text of the Zoning By-law 2003-50 affecting the 14 properties identified in this report.*

- p. 4 b. Staff Report PD005-20 submitted by the Manager of Planning and Development, re: OPA 33 – 7994 9th Line.

Moved by: _____ Seconded by: _____

Recommendation: *Be it resolved that Staff Report PD005-20 be received; and That Council approve an amendment to the Township's Official Plan, 2001, as it applies to lands known as Part Lot 25, Concession 8, municipally known as 7994 9th Line; and That the appropriate By-law be presented to Council for their consideration at their meeting of February 19, 2020.*

-
- p. 18 c. **Staff Report PD006-20 submitted by the Manager of Planning and Development, re: 2019 Year-End Building Branch Statistics.**

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

Recommendation: *Be it resolved that Staff Report PD006-20 be received for information.*

5. PARKS AND RECREATION/ COMMUNITY SERVICES

- p. 22 a. **Staff Report PR002-20 submitted by the Manager of Parks and Recreation, re: Administration Centre and Public Works Yard Cleaning Tender.**

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

Recommendation: *Be it resolved that Staff Report PR002-20 be received; and That Council approve awarding the Cleaning Tender for the Administration Centre and Public Works Building to Kidron Janitorial Corporation at a monthly cost of \$1,525.50 including H.S.T.*

- p. 25 b. **Staff Report PR003-20 submitted by the Manager of Parks and Recreation, re: Memorial Bench Placement at Nottawasaga Fishing Park.**

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

Recommendation: *Be it resolved that Staff Report PR003-20 be received; and That Council authorize the installation of a Memorial Bench in the Nottawasaga Fishing Park provided that the approved bench is situated in a location approved by staff; and That any wording on an associated plaque is subject to Township approval; and That all costs are to be paid by the applicant.*

- p. 27 c. **Staff Report PR004-20 submitted by the Manager of Parks and Recreation, re: Township 2020 Golf Tournament.**

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

Recommendation: *Be it resolved that Staff Report PR004-20 be received; and That Council approve the 2020 Golf Tournament and designate a charity (ies) of their choice for proceeds; and That Council approve the purchase of a registration gift for each golfer at an upset limit of \$8.00 plus H.S.T.*

6. FIRE AND EMERGENCY SERVICES

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

- p. 29 a. **Staff Report FD001-20 submitted by the Fire Chief, re: Fire Specific Cost Recovery By-law.**

Recommendation: *Be it resolved that Staff Report FD001-20 be received; and That approve adopting a Cost Recovery By-law to provide another avenue to collect fire department incurred expenses in the event that an insurance company pays direct to the policyholder, who in turn does not remit them to the Municipality.*

7. PUBLIC WORKS

- p. 44 a. **Staff Report PW003-20 submitted by the Manager of Public Works, re: Install 3 Way Stop at Greenwood Drive and Maplewood Drive in Angus.**

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

Recommendation: *Be it resolved that Staff Report PW003-20 be received; and That Council approve the installation of proper signage and line painting for a controlled 3-way stop intersection as a pedestrian crossing treatment at Greenwood Drive and Maplewood Drive in Angus at a cost of approximately \$1,700.00 plus H.S.T. from the approved 2020 budget.*

8. FINANCE

- p. 55 a. **Staff Report TR001-20 submitted by the Manager of Finance, re: 2019 Audit Engagement Letter.**

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

Recommendation: *Be it resolved that Staff Report PW004-20 be received; and That the 2019 Audit Engagement letters from Baker Tilly KDN LLP formally Collins Barrow Kawarthas be received, accepted, signed and returned to the audit firm.*

9. CLERKS / BY-LAW ENFORCEMENT / IT

- p. 70 a. **Staff Report C003-20 submitted by the Clerk, re: Request for Sponsorship – Canadian Armed Forces Day and Air Show.**

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

Recommendation: *Be it resolved that Staff Report C003-20 be received; and That Council approve a sponsorship in the amount of \$_____ for the 2020 Biennial Canadian Armed Forces Day and Air Show.*

- p. 80 b. **Staff Report C004-20 submitted by the Clerk, re: Housekeeping Amendments – Site Alteration and Fill By-law 2019-84 Schedule “B”.**

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

Recommendation: *Be it resolved that Staff Report C004-20 be received for information.*

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

- p. 83 a. **Staff Report CAO004-20 submitted by the Chief Administrative Officer, re: Community Safety and Well-Being.**

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

Recommendation: *Be it resolved that Staff Report CAO004-20 be received; and That Council authorize staff to prepare a Community Safety and Well-Being Plan with Adjala-Tosorontio and New Tecumseth, with assistance from the Nottawasaga OPP and the County of Simcoe taking the lead, at no cost to the Municipality.*

- p. 107 b. **Staff Report CAO006-20 submitted by the Chief Administrative Officer, re: Brookfield Development of Baxter and Sewage Treatment and Disposal, Class EA.**

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

Recommendation: *Be it resolved that Staff Report CAO006-20 be received; and That Council authorize Staff to offer comments to Brookfield and the Province on the developer's initiative to reopen their means of sewage treatment and disposal for their 253-home, draft plan approved, residential subdivision in Baxter, as follows:*

- *the Municipality has reviewed Brookfield's notice of commencement of a Wastewater Servicing Study for Baxter dated December 12, 2019, and as such, will provide comment to the sole proponent of the Class EA/proposed project as information is made available on the basis that the Municipality is satisfied with the current approved means for sewage treatment and disposal for the 253 homes planned for the settlement area of Baxter, and as well, the current servicing situation of existing homes in Baxter – specific comments will reflect the concerns and contents as outlined by staff as further information becomes available.*

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 19th day of February, 2020 at 6:00 p.m.*



TOWNSHIP OF ESSA STAFF REPORT

4a

STAFF REPORT NO.: PD004-20

DATE: February 5, 2020

TO: Committee of the Whole

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

SUBJECT: Proposed Housekeeping Amendments to the Township
of Essa's Zoning By-law 2003-50

RECOMMENDATION

That Staff Report PD004-20 be received; and

That Council consider authorizing Staff to schedule a public meeting for March 4th, 2020, to collect comments on a Housekeeping Zoning By-law Amendment to prohibit a dwelling on farmlands where a surplus dwelling unit has been severed due to farm consolidation, and to amend the text of the Zoning By-law 2003-50 affecting the 14 properties identified in this report. It is anticipated that the costs incurred in order to facilitate this meeting will be \$165.00 in postage fees for the mail out of the public meeting notice, which will be funded through taxation.

BACKGROUND

In review of past severances requiring a rezoning, there has been an identified property that would require an amendment to the Township's Zoning By-law in order to "prohibit a future dwelling unit". As per the Committee of Adjustment's decision, a condition of severance required that a rezoning of the farmland to no longer permit a dwelling unit take effect, in accordance with the Provincial Policy Statement (PPS).

In addition, several properties are in need of updating corrections to the Township's Zoning By-law 2003-50, to correct misidentified or unidentified zones within Schedule 'B' Angus of the Township of Essa's Zoning By-law 2003-50.

Staff request that a public meeting be arranged, as per the Planning Act, to attain public comments on the necessary Zoning By-law changes.

4a

COMMENTS AND CONSIDERATIONS

It is common that as a condition of severance for a surplus dwelling (as a result of farm consolidation), a rezoning of the surrounding lands must be imposed to reflect that a dwelling unit is no longer a permitted use. In addition, from time to time, the Township requires an update to its Zoning By-law 2003-50 to accurately reflect and provide correction to the Township's Zoning Schedules. In this regard, a public meeting must be scheduled for public comments and input of all Zoning By-law amendments. The subject properties that require an update to the Zoning By-law are detailed in 'Attachment A' to this report.

FINANCIAL IMPACT

It is anticipated that the Township will incur a cost of \$165.00 for the mailout of the public meeting notice to the subject property owners and their neighbouring residents. This cost of advertising has been budgeted for in the Planning and Development Department's 2020 Budget and will be funded through taxation.

SUMMARY/OPTIONS

Council may:

1. Take no further action.
2. Receive this Report for information and authorize Staff to schedule a public meeting for March 4th, 2020, to collect comments on a Housekeeping Zoning By-law Amendment to prohibit a dwelling on farmlands where a surplus dwelling unit has been severed due to farm consolidation, and to amend the text of the Zoning By-law 2003-50 affecting the 14 properties identified in this report.
3. Direct Staff in another manner that Council deems appropriate.

Option #2 is recommended.

Respectfully Prepared:

Respectfully Submitted by:

Reviewed by:

Bev Mansbridge
Planner

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

Colleen Healey-Dowdall
CAO

Attachment:

- A. Proposed Zoning By-law Amendments Chart for Surplus Dwelling and Required Mapping Corrections

ATTACHMENT A

SURPLUS DWELLING:

Legal Description	Purpose of Rezoning
Concession 4, W ½ Part Lot 5 (around 5563 County Road 10)	Rezone lands to Agricultural Exception One (A-1) Zone to prohibit a dwelling unit on the farmland

CORRECTIONS:

Legal Description	Purpose of Rezoning
Pt Lots 97 & 98, Plan 1299, 51R-17376 Parts 3 & 6 (around 14 Cecil Street)	Residential, Low Density, Semi-Detached (R2) to Residential, Low Density, Detached (R1) Zone (mapping error from 2003 ZBL) "Item A"
Pt Lots 97 & 98, Plan 1299, 51R-17376 Parts 2 & 5 (around 16 Cecil Street)	Residential, Low Density, Semi-Detached (R2) to Residential, Low Density, Detached (R1) Zone (mapping error from 2003 ZBL) "Item B"
Pt Lot 30, 51R18348 Part 1 (around 190 Centre Street)	Residential, Low Density, Detached (R1) Zone & Environmental Protection (EP) Zone (mapping error per 2003 ZBL) "Item C"
Pt Lot 30, 51R15803 Part 1 (around 194 Centre Street)	Residential, Low Density, Detached (R1) Zone (mapping error per 2003 ZBL) "Item D"
Pt Lot 30, Conc. 4, 51R15428 Part 2 (around 195 Calford Street)	Residential Low Density, Detached (R1) Zone (mapping error per 2003 ZBL) "Item E"
W Pt Lot 30, Conc. 4, 51R21412 Part 1 (around 121 Graham Street)	Residential Low Density, Detached (R1) Zone (mapping error per 2003 ZBL) and Environmental Protection (EP) Zone "Item F"
W Pt Lot 30, Conc. 4 (around 119 Graham Street)	Residential Low Density, Detached (R1) Zone and Environmental Protection (EP) Zone (mapping error per 2003 ZBL) "Item G"
Plan 1372, N ½ Lot 42, 51R14102 Part 1 (around 117 Graham Street)	Residential Low Density, Detached (R1) Zone and Environmental Protection (EP) Zone (mapping error per 2003 ZBL) "Item H"
Plan 1372, S ½ Lot 42, 51R14102 Part 2 (around 115 Graham Street)	Residential Low Density, Detached (R1) Zone and Environmental Protection (EP) Zone (mapping error per 2003 ZBL) "Item I"
Plan 1372, Pt Lot 41, 51R14102 Part 3 (around 113 Graham Street)	Residential Low Density, Detached (R1) Zone and Environmental Protection (EP) Zone (mapping error per 2003 ZBL) "Item J"
Plan 1372, S 1/2 Lot 41 (around 111 Graham Street)	Residential Low Density, Detached (R1) Zone and Environmental Protection (EP) Zone (mapping error per 2003 ZBL) "Item K"
Plan 1372, Lot 40, Pt Blk A and 51R36258 Part 1 (around 109 Graham Street)	Residential Low Density, Detached (R1) Zone and Environmental Protection (EP) Zone (mapping error per 2003 ZBL) "Item L"
Part 1, Plan 51R-37371 (Birchwood Subdivision)	Rural (RL) Zone to Environmental Protection (EP) Zone (per Draft Plan Conditions)
Plan 160A, Pt Auburn St 51R39917 Parts 1 & 2	No Zone to Residential, Low Density, Detached (R1) Zone



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: PD005-20

DATE: February 5th, 2020

TO: Committee of the Whole

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

SUBJECT: OPA 33 - 7994 9th Line

RECOMMENDATION

That Staff Report PD005-20 be received; and

That Council approve an amendment to Policy 26.5.1 of the Township's Official Plan, 2001 as it applies to lands known as Part Lot 25, Concession 8, municipally known as 7994 9th Line; and That the appropriate By-law be presented to Council for their consideration at their meeting of February 19, 2020.

BACKGROUND

The owners of 7994 9th Line have applied for an Official Plan Amendment (OPA) to policy 26.5.1 which currently reads:

"Consents to sever may be permitted in areas designated as Rural subject to the policies of Section 26.2 and 26.3. Lots severed in areas designated as Rural should be of size, shape and location so as to maximize the potential for future surrounding agricultural use. In the areas designated Rural, rural-residential severances may be permitted provided they do not create any conflicts, or potential conflicts with the surrounding agricultural uses.

One severance maybe permitted on a lot which existed on October 22, 1985 and which is at least 20 hectares in size."

It is the desire of the property owners to create one (1) new lot through a Consent Application to the Township's Committee of Adjustment. The subject lands are a total of 15.4 ha, entirely designated as 'Rural' under the Township's Official Plan and reflect a lot which existed on October 22, 1985. The reason for an OPA is to amend policy 26.5.1 as it relates to the subject lands, to permit the creation of one (1) new lot on a property less than 20 ha. in total area.

The Township was in receipt of a complete OPA application concerning the subject lands on October 15th, 2019 in accordance with Report PD053-19.

In March of 2019, the owners of the subject property applied to enter into a Temporary Garden Suite Agreement with Township. This was done in order to place a Garden Suite on the subject

property, so that two residential structures (the Garden Suite and existing residence) may be permitted on a single lot. Council approved the Temporary Use Zoning By-law on April 17th, 2019, and the Temporary Use Agreement was signed on June 5th, 2019.

The proponents have identified that it has always been the intention of the property owners to create one (1) new lot from the subject property. This new lot would contain the existing Ivy Veterinary Clinic and the newly located Garden Suite. The proposed location of, size and frontage of the new lot is illustrated on Attachment 'A'.

A public meeting to hear and receive public comments for this OPA was held on January 15th, 2020. At this meeting, Council heard comments from three residents, two of whom were in support of this proposal, and one who was not.

A by-law to amend the Official Plan as it relates to this application has been drafted for Council's review. This can be found accompanying this report, as Attachment 'B'.

COMMENTS AND CONSIDERATIONS

The following provides a review of this application in accordance with the Planning Act, the Provincial Policy Statement, the Growth Plan, the Simcoe County Official Plan, the Township's Official Plan, and the Township's Zoning By-law.

Planning Act, R.S.O. 1990

Section 2 of the *Planning Act* requires that the Council of a municipality have regard for, among other matters, matters of Provincial interest such as, but not limited to, the protection of the agricultural resources of the Province, and the appropriate location of growth and development.

The result of the proposed OPA would sever lands considered to contain Class 5 – 7 soils, under the Canada Land Inventory (CLI). Where Class 1 – 4 soils are considered as good agricultural land, Class 5 – 7 lands are still conducive to farming but, not considered prime. The result of the proposed OPA would sever lands found carrying this classification of soils, which is preferable over lands with a soil classification of 1 – 4.

The identified new lot area on the applicant's Conceptual Site Plan (Attachment 'A') has been scaled to accommodate the existing Garden Suite and Ivy Veterinary Clinic. The size of lot being proposed would include a minor amount of land being actively farmed, however, the severance would not prevent the continuation farming. The new lot would encompass mostly lands that are not currently farmed and have not been farmed previously. It is because of these reasons, that if a severance were to be approved, the identified area on Attachment 'A' is an appropriate location for a new lot. Therefore, the proposed OPA is appropriate for this property.

The proposed OPA respects the Provincial interests of protecting agricultural resources and appropriately locating growth and development, as it would permit a severance on lands not considered to be a prime soil classification (Class 1 – 4 soils) and would constitute an appropriate location for a new lot to be created. It is through this analysis that the proposed amendment would conform with the *Planning Act*.

Provincial Policy Statement, 2014

The Provincial Policy Statement (PPS) provides policy direction on matters of Provincial interest related to land use planning and development and sets the policy foundation for regulating the development and use of land.

The PPS defines Development as:

“... the creation of a new lot, a change in land use, or the construction of buildings and structures, requiring approval under the Planning Act, but does not include: activities that create or maintain infrastructure authorized under an environmental assessment process; works subject to the Drainage Act; or for the purposes of policy 2.1.4(a), underground or surface mining of minerals or advanced exploration on mining lands in significant areas of mineral potential in Ecoregion 5E, where advanced exploration has the same meaning as under the Mining Act. Instead, those matters shall be subject to policy 2.1.5(a).”

The proposed OPA would result in the creation of a new lot, therefore development by definition of the PPS. Policies found within the PPS that would be applicable when reviewing and considering the proposed development are:

Policy 1.1.4.4 Growth and development may be directed to rural lands in accordance with policy 1.1.5, including where a municipality does not have a settlement area.

This has been given consideration and is further analyzed below.

1.1.5 Rural lands in municipalities

Policy 1.1.5.1 When directing development on rural lands, a planning authority shall apply the relevant policies of Section 1: Building Strong Healthy Communities, as well as the policies of Section 2: Wise Use and Management of Resources and Section 3: Protecting Public Health and Safety.

These sections are being regarded through the policy analysis of this report.

Policy 1.1.5.2 On rural lands located in municipalities, permitted uses are:

- c. limited residential development*

The proposed OPA would permit the creation of a new lot which would encompass the newly re-located Garden Suite and existing Veterinary Clinic. At this time, it appears that the intent is that this Garden Suite would become the primary residence of the new lot. This would conform and give regard to policy 1.1.5.2 of the PPS, as this can be considered limited residential development, given that it encompasses a built form that is already in existence.

Policy 1.1.5.4 Development that is compatible with the rural landscape and can be sustained by rural service levels should be promoted.

The existing buildings and Veterinary Clinic are sustained by current rural levels of service, and it is not anticipated that the creation of a new lot would impact this. The new lot to be created would simply encompass a built form that is already in existence.

Policy 1.1.5.5 Development shall be appropriate to the infrastructure, which is planned or available, and avoid the need for the unjustified and/or uneconomical expansion of this infrastructure.

46

The proposed OPA would result in the development requiring independent water and wastewater infrastructure. In this case, the owner of the new lot created through a severance would need to utilize a private well and septic system. This would not require the expansion of municipal infrastructure.

Policy 1.1.5.7 Opportunities to support a diversified rural economy should be promoted by protecting agricultural and other resource-related uses and directing non-related development to areas where it will minimize constraints on these uses.

Where this OPA would permit a future severance on these lands, the primary use of the new lot to be created would be residential not agricultural. As per Policy 1.1.5.2, limited residential development is permitted to occur on rural lands. The creation of a new lot here would simply encompass an existing built form, which contains the Garden Suite and Veterinary Clinic. This can be considered minimal development, as these buildings and their related uses are in existence and do not currently constrain the agricultural use of property and are not projected to negatively impact active farming on these lands.

Policy 1.1.5.8 Agricultural uses, agriculture-related uses, on-farm diversified uses and normal farm practices should be promoted and protected in accordance with provincial standards.

This property is designated 'Rural' and is considered to contain Class 5 – 7 soils, which are not considered good agricultural lands but, they are still conducive to farming and other agricultural-related uses. In order to maximize the size of the remnant parcel, the proposed new lot will be constrained to the existing structures, the Ivy Veterinary Clinic and the existing Garden Suite. This will ensure that a majority of Rural land remains available for active farming and agricultural uses. The new lot is proposed to be 1.8-acres (0.74ha) in area and reflects land that is not currently being used for agricultural-related uses or actively farmed. Therefore, agricultural-related uses and normal farm practices are being promoted and protected through this OPA.

A Place to Grow: Growth Plan for the Greater Golden Horseshoe, 2019

A Place to Grow: The Growth Plan for the Greater Golden Horseshoe, 2019 (Growth Plan) is a long term plan designed to promote economic growth, increase housing supply, create jobs and build communities that make life easier, healthier and more affordable. Simcoe County is defined within the 'Simcoe Sub-Area', identified within the Growth Plan.

The Growth Plan defines Development as:

"The creation of a new lot; a change in land use, or the construction of buildings and structures requiring approval under the Planning Act, but does not include: activities that create or maintain infrastructure authorized under an environmental assessment process; or works subject to the Drainage Act."

The proposed OPA would result in the creation of a new lot, therefore by definition of the Growth Plan, development. Policies found within the Growth Plan that would be applicable when reviewing and considering the proposed development are:

Section 2.2.9 Rural areas

Policy 6. New multiple lots or units for residential development will be directed to settlement areas, but may be allowed on rural lands in site-specific locations with approved zoning or designation in an official plan that permitted this type of development as of June 16, 2006.

The subject OPA recommends for rural lands with approved zoning to be severed which is in accordance with policy 2.2.9 of the Growth Plan.

Simcoe County Official Plan, 2019

The Simcoe County Official Plan (SCOP) provides policy context for land use planning taking into consideration the economic, social, and environmental impacts of land use and development decisions. This is a document designed to assist in growth management throughout the County.

The SCOP defines Development as:

“... the creation of a new lot, a change in land use, or the construction of buildings and structures, requiring approval under the Planning Act, but does not include: activities that create or maintain infrastructure authorized under an environmental assessment process; or works subject to the Drainage Act.”

The property subject to the OPA is designated as both ‘Rural’ and ‘Greenlands’ under the SCOP, identified on Schedule ‘5.1’.

The proposed OPA would result in the creation of a new lot, therefore by definition of the SCOP, development. Policies found within the SCOP that would be applicable when reviewing and considering the proposed development are:

Policy 3.3.1 In the Rural, Agricultural, and Greenlands designations, only one detached dwelling may be located on a lot as permitted in this Plan and subject to appropriate local municipal official plan, zoning and municipal by-laws. In areas outside of the Oak Ridges Moraine Conservation Plan area, local municipal official plans may make provision for second units such as semi-detached dwelling units, accessory apartments, structures providing accommodation for temporary or seasonal farm help, garden suites, or other temporary accommodations, with the provision of adequate water and sewage treatment facilities. Second detached accessory dwellings may be permitted in accordance with local municipal official plan policies and shall be located in the building cluster.

The proposed OPA seeks to amend policy to permit a severance to occur on these lands. The new lot would contain the existing Garden Suite, which the proponent desires to become the primary residence of that lot.

Policy 3.3.3 In the Rural, Agricultural and Greenlands designations consents to create separate lots for two dwellings established in accordance with Section 3.3.1 are expressly prohibited.

County of Simcoe Planning staff have provided comments as they relate to Section 3.3.1, 3.3.3, and 3.7 of the SCOP. County Planning staff are of the opinion that this Official Plan Application does not offend Section 3.3.3 (Attachment ‘C’).

Policy 3.7.4 The following are permitted in the Rural designation:

d) limited residential development, subject to Section 3.7.11;

Limited residential development is permitted within the Rural designation. Section 3.7.11 is considered later in this report.

Policy 3.7.8 Limited residential development may be created by consent provided the following are satisfied:

- a) Lots should be restricted in size in order to conserve other lands in larger blocks for agricultural uses or environmental purposes. Consent lots should be developed to an approximate maximum size of one hectare, except where larger sizes may be suitable because of environmental constraints or design considerations; and*
- b) The number of lots on the grid road system shall be restricted in order to maintain the rural character and road function and to avoid strip development.*

If the subject OPA was to be approved to permit the future creation of a new lot, the remnant parcel of lands (as proposed in Attachment 'A') would maintain a size and shape which is conducive to agricultural uses. Much of the current property is actively farmed, this activity is not anticipated to be prevented through the creation of a new lot. This new lot would maintain frontage along the 9th Line. While there are several smaller lots in the area primarily used for residential purposes, these lots mostly front along the 25th Sideroad. A new lot created here would not contribute to 'strip development' along the 9th Line.

Policy 3.7.11 New multiple lots and units for residential development will be directed to settlement areas, and may be allowed in rural areas in site-specific locations with approved zoning or designation that permits this type of development in local municipal official plans, as of June 16, 2006. Local municipal official plans may continue to recognize this type of development permitted under this policy and provide appropriate policies for development.

The local Official Plan established in 2001, does permit the creation of new residential lots within the 'Rural' designation. This form of development is only permitted on lands designated as 'Rural', as they are less desirable than lands designated 'Agricultural' for agricultural-related uses and active farming. Therefore, minimal residential development, if outside of settlement areas, is being directed to lands designated as 'Rural', respecting this policy.

Township of Essa Official Plan, 2001

The Township of Essa Official Plan establishes a policy framework to guide growth and development. Policy guides the physical development of the Municipality while having regard for relevant social, economic and environmental matters.

The Township Official Plan defines Development as:

"the creation of a new lot, a change in land use, or the construction of buildings and structures, requiring approval under the Planning Act".

Under the Township Official Plan, those lands subject to the proposed OPA are designated as 'Rural', identified on Schedule 'A'.

The proposed OPA would result in the creation of a new lot, therefore by definition of the Township Official Plan, development. Policies found within the Township Official Plan that would be applicable when reviewing and considering the proposed development are:

Section 7.1 INTRODUCTION

The Rural designation as shown on the attached schedules applies to those lands which exhibit a lower agricultural capability for agriculture which generally includes lands in Class 5, 6 and 7 according to the Canada Land Inventory of Soil Capability for Agriculture. While these lands are considered marginal in terms of agriculture, viable farms do exist within the designation. The intent

of the Plan is to protect the viability of these existing agricultural operations and through the policies established, retain the natural landscape and rural character of the Township by preventing uncontrolled and scattered development.

The proposed OPA, would permit a future severance to occur. This would not negatively impact the viability of the existing agricultural operation present on the property, as those lands to be severed are not currently utilized for farming. Both the existing Garden Suite and Ivy Veterinary Clinic form part of the built form. It is the intent that the new lot be created to encompass these existing buildings, which would not negatively impact the rural character, or natural landscape of the area.

Policy 7.3.1 Agricultural uses which exist within the Rural designation shall be preserved and protected from incompatible land uses and shall take precedence over all other land uses.
Those lands to be severed to create the proposed new lot are not being actively farmed as a primary use. Therefore, if the OPA was approved to permit a future severance on these lands, no current agricultural uses would be negatively impacted.

Policy 7.3.7 Permitted non-agricultural and agriculturally related uses shall be subject to the following criteria:

- *located on poorer quality agricultural lands;*
- *have minimum impact on agricultural uses*

Both existing structures that would be located on the newly created lot are permitted within the Rural designation. The newly created lot would be located on lands not actively farmed and are considered to be on a poorer quality of soil. As well, this new lot will not reduce the size of actively farmed lands, and is of a size that encompasses existing buildings, not of an agricultural use.

Policy 26.2.2 When considering applications for consent, the Township shall be satisfied that the approval of the consent will not contravene:

- *the need to protect and preserve prime agricultural land,*
- *the need to assume that the development is not detrimental to the rural nature of the Township,*
- *the prevention of strip development on grid roads.*

If the proposed OPA was approved, the intent is to allow the future severance of these lands through a Consent application to the Committee of Adjustment. The proposed new lot to be created would not prevent the continuation of agricultural uses on the existing property. These lands are designated as Rural and not considered Prime Agricultural land. This form of development would create a lot that encompasses an existing built form, with no intention to expand upon that existing built form at this time. This would not reflect detrimental development to the rural nature of the Township. Finally, the creation of this new lot would front along the 9th Line. Where smaller residential lots currently exist, they are primarily found along the 25th Sideroad. This new lot would not contribute to 'strip development' in the area, as it is located along the 9th Line.

Policy 26.5.1 Consents to sever may be permitted in areas designated as Rural subject to the policies of Section 26.2 and 26.3. Lots severed in areas designated as Rural should be of size, shape and location so as to maximize the potential for future surrounding agricultural use.

The intended new lot to be created would be of a size that is minimal, and considerably smaller in size compared to the proposed remnant parcel. This is proposed to ensure that the remnant parcel created would be of an adequate size and shape to continue the current active farming operation.

The Township of Essa Zoning By-law 2003-50

The Township of Essa Zoning By-law 2003-50, as amended, has been established to regulate all property within the Township's boundaries. The property subject to the proposed OPA is zoned as 'Rural' under the Township's Zoning By-law as identified on Schedule 'A'.

Section 7 establishes the zoning regulations for properties zoned 'Rural' within the Township. On 'Rural' zoned properties both a single residence and accessory buildings are permitted. The result of the OPA would allow the property to be severed, with the newly created lot hosting the existing Garden Suite and Veterinary Clinic. At this time, it is proposed that the newly created lot will adhere to the required 'Minimum Lot Provisions' and 'Minimum Yard Setback Primary Permitted Use' as per the Zoning By-law.

Public Comments

At the public meeting held on January 15th, 2020, three residents, Mr. Smith, Mr. Williams, and Dr. Fabian provided comments regarding this application.

Mr. Wesley Smith – 8028 9th Line, Essa lives north of the subject property and is in support of the proposal as he believes it would enhance the area and noted that nothing in the proposal is contrary to the area.

While the enhancement of the community is difficult to measure in this case, the creation of a new lot as proposed would encompass an existing built form and not have a negative impact on the surrounding area and community.

Mr. John Williams – 7914 9th Line, Essa supported the application to amend the Official Plan as he believes it will enhance and help the community.

Staff notes that this proposal to amend Official Plan policy would be site-specific and only apply to 7994 9th Line. It does not apply to other properties in the local area.

Dr. Werner A. Fabian – 5117 20th Sideroad, Essa disapproved of the proposal because he believes undersized lots should not be granted a severance, and that to re-designate from Rural to Rural Exception would open the door to the creation of smaller lots, not in the spirit of the Township Official Plan. Dr. Fabian believes severances granted to undersized lots destroys landscapes, increases traffic, does not make sense for the future, and should not be approved for financial gain. Dr. Fabian asked the question: "Where do the exceptions stop?" Dr. Fabian reiterated his strong disagreement with the proposed amendment.

Staff believes that while this is an application to amend existing Official Plan policy to permit a future severance on lands designated 'Rural', where it is not already permitted, that does not necessarily mean that the spirit, or general intent of the Official Plan is being offended. The above analysis of the Township's Official Plan as it relates to this OPA identifies that the spirit and general intent of the Official Plan is maintained.

Dr. Fabian also produced a letter and provided it to Council at the public meeting. This is included as Attachment 'D'.

Staff have completed an analysis of relevant planning policy and reviewed the received public and agency comments relating to this OPA. Staff have determined that the proposed amendment to Official Plan policy 26.5.1 to permit the creation of one (1) new lot by way of severance on lands which are less than the required 20ha in size is considered appropriate, is consistent with, and conforms to, relevant Provincial Policy, the SCOP, the Township of Essa Official Plan, and the Township of Essa Zoning By-law 2003-50. The result of this amendment, the future severance of these lands, would be respectful of the surrounding countryside, and would not have negative impacts on existing and adjacent agricultural uses.

FINANCIAL IMPACT

All costs associated with the subject development are to be borne by the applicant as collected through revenue.

SUMMARY/OPTIONS

Council may:

1. Take no further action.
2. Approve an amendment to the Township's Official Plan, 2001, to policy 26.5.1 as it applies to lands known as Part Lot 25, Concession 8, municipally known as 7994 9th Line.
3. Direct staff in another manner.


CONCLUSION

Option #2 is recommended.


Prepared by:


Liam Munnoch BURPI
Junior Planner

Respectfully submitted by:


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

Reviewed by:

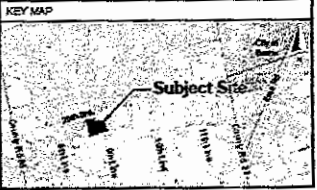
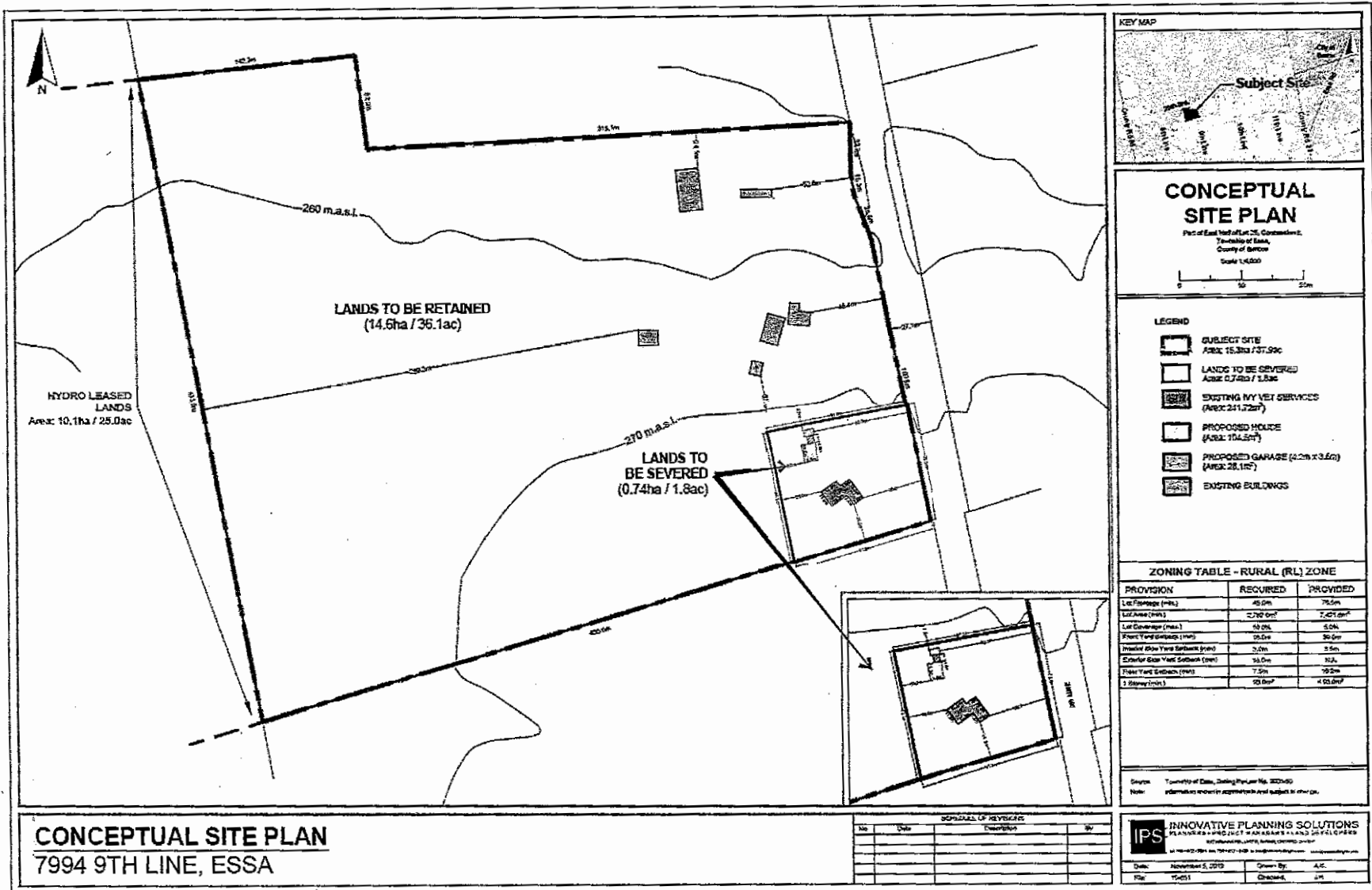

Colleen Healey-Dowdall
CAO

Attachments:

- A. Conceptual Site Plan
- B. Drafted Amending By-law
- C. County of Simcoe Comments
- D. Dr. Fabian's Written Comments

40

Attachment A



CONCEPTUAL SITE PLAN
 Part of East Half of Lot 26, Concession 2,
 Township of Essia,
 County of Berks
 Scale 1:4,000

- LEGEND**
- SUBJECT SITE
Area: 15.3ha / 37.9ac
 - LANDS TO BE SEVERED
Area: 0.74ha / 1.8ac
 - EXISTING MY VEI SERVICES
(Area: 241,72m²)
 - PROPOSED HOUSE
(Area: 174.5m²)
 - PROPOSED GARAGE (4.2m x 3.6m)
(Area: 28.15m²)
 - EXISTING BUILDINGS

ZONING TABLE - RURAL (RL) ZONE

PROVISION	REQUIRED	PROVIDED
Lot Frontage (m)	45.0m	76.5m
Lot Area (m ²)	2,787.0m ²	7,471.0m ²
Lot Coverage (max.)	10.0%	5.0%
Front Yard Setback (m)	9.0m	30.0m
Side/Rear Yard Setback (m)	5.0m	5.0m
Corner Side Yard Setback (m)	9.0m	9.0m
Front Yard Setback (m)	7.5m	19.5m
1 Storey Index	90.0m ²	4.00.0m ²

Source: Township of Essia, Zoning By-Law No. 202-00
 Note: Information subject to amendments and subject to error.

SCHEDULE OF REVISIONS

No.	Date	Description	By

IPS INNOVATIVE PLANNING SOLUTIONS
 PLANNERS ARCHITECTS LANDSCAPE ARCHITECTS
 100-10000 100th Street, Suite 100, Richmond, BC V6V 1K9
 Tel: 604-273-1111 Fax: 604-273-1112 Email: info@innovativeplanning.com

Date: November 5, 2010 Drawn By: A.C.
 File: 174251 Checked: J.M.

13

THE CORPORATION OF THE TOWNSHIP OF ESSA

BY-LAW NO. 2020-

Being a By-law to adopt an Amendment to the Official Plan for the Township of Essa with respect to lands municipally known as 7994 9th Line.

WHEREAS authority is given to Council under the Planning Act, R.S.O. 1990, c.P.13, as amended, to pass this By-law;

AND WHEREAS the Council for the Corporation of the Township of Essa has provided adequate information to the public and has held at least one public meeting in accordance with the Planning Act;

NOW THEREFORE the Council of the Corporation of the Township of Essa enacts the following:

1. THAT the Township of Essa Official Plan Schedule "A" be amended to denote these lands with **"OPA 33 See Section 26.5.1 Special Policy"**.
2. THAT the following be added to Section 26.5.1, of the Township's Official Plan:
 - a) Notwithstanding the above, those lands situated on Lot 25, Concession 8, municipally known as 7994 9th Line, may be permitted a severance, at the time of this amendment, to create one (1) new Rural lot on lands less than 20-hectares in size.
3. This By-law shall come into force and take effect upon the approval of the Corporation of the County of Simcoe and in accordance with the provisions of the Planning Act.

READ A FIRST, AND TAKEN AS READ A SECOND AND THIRD TIME AND FINALLY PASSED on this the 19th day of February 2020.

Sandie Macdonald, Mayor

Lisa Lehr, Clerk

46



County of Simcoe
Planning Department
1110 Highway 26,
Midhurst, Ontario L9X 1N6

Main Line (705) 726-9300
Toll Free (866) 893-9300
Fax (705) 727-4276
simcoe.ca



January 7, 2020

****VIA EMAIL****

Aimee Powell, Manager of Planning and Development
Township of Essa
5786 Simcoe County Road 21
Utopia, ON
LOM 1T0

**RE: Official Plan Amendment No. 33
Site-specific amendment for rural lot creation on a parcel with an area less than 20 hectares
7994 9 Line, Township of Essa
County File No.: E-OPA-19033**

Ms. Powell,

Thank you for circulating the Notice of Public Meeting to the County of Simcoe for comment. It is County planning staff's understanding that the applicant is requesting a site-specific amendment to policy 26.5.1 of the Township's Official Plan which permits lot creation in the Rural designation on lands with a minimum lot area of 20 hectares, whereas the total lot area of the subject lands is 15 hectares.

County Planning staff understand that should a site-specific OPA be approved, a severance application will follow that would propose the creation of one (1) new lot of 0.74 hectares that would contain the existing veterinary clinic and the existing second dwelling. The retained lands would have an area of 14.6 hectares and would contain an existing single detached dwelling.

Planning Comments

The subject lands are designated 'Rural' and 'Greenlands', per *Schedule 5.1- Land Use Designations* to the Simcoe County Official Plan (SCOP) and the severed lot is fully located within the 'Rural' designation.

It is understood by County staff that a temporary use zoning by-law amendment was passed in April 2019 to permit a garden suite on the subject lands. After that, a single detached dwelling was relocated to 7994 9th Line. Section 3.3.1 of the SCOP permits second units in the Rural, Agricultural, and Greenlands designations.

Section 3.3.3 of the SCOP states that in the Rural, Agricultural and Greenlands designations consents to create separate lots for two dwellings established in accordance with Section 3.3.1 are expressly prohibited. Although two dwelling units were established in accordance with 3.3.1 in 2019, County Planning staff are of the opinion that this application does not offend Section 3.3.3. The intention of 3.3.3 is to eliminate the potential for the creation of a new residential lot where one would typically not be permitted on the basis that a second residence has been temporarily permitted. It is not intended to sterilize a property that can otherwise meet all criteria for lot creation in their respective designation.

Section 3.7 of the SCOP contains policies specific to the Rural designation which includes lot creation policies for limited residential development. The application meets the criteria for residential lot creation in the Rural designation and simply due to the fact that one of the existing dwellings are located on the severed lot does not disqualify the subject lands from creating a new residential lot by consent.

The current fee for the review/processing of a Township adopted, privately initiated official plan amendment is \$2000. The applicant is to provide the fee directly to the County at such time as the local official plan amendment

15

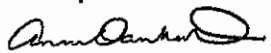
is adopted and forwarded by the Township to the County for approval consideration. The County of Simcoe Fees and Charges By-law is available on the County website at www.simcoe.ca. Planning fees are located under Schedule "K".

Please circulate the County on any updates or notices related to this application.

Thank you again for consulting with the County of Simcoe. Should you have any question or comments regarding the above, please feel free to contact the undersigned at anna.dankewich@simcoe.ca or (705) 726-9300, Ext. 1970.

Sincerely,

The Corporation of the County of Simcoe



Anna Dankewich
Planner II

cc: Dan Amadio, Manager of Planning – County of Simcoe

46

Attachment D
WERNER A. FABIAN, M.D.

January 15, 2020

General Practice
Anthroposophic Medicine
Natura Medical Arts Centre
105 Toronto Street
Barrie, Ontario, L4N 1V1
Tel/Fax: (705) 739-4114

**Submission To:
The Council of the Corporation of the
Township of Essa**

**Re: Official Plan Amendment for lands known as Concession 8,
East Part of Lot 25 on Registered Plan #51R19477 Part 2**

Dear Councillors:

**Please uphold the Township's Official Plan (Policy 26.5.1), as
it now stands with regard to undersized lots.**

**To re-designate these 15 hectares from Rural to Rural-
Exception would open the door to creating another lot: a
situation ~~that is~~ not in the original spirit of the Township's
Official Plan!**

Thank you,



Werner A. Fabian MD

WAF/cam

Werner A. Fabian MD
General Practice
Natura Medical Arts Centre
105 Toronto St., Barrie ON L4N 1V1
Ph/Fax: (705) 739-4114



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: PD006-20

DATE: February 5, 2020

TO: Committee of the Whole

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

SUBJECT: 2019 Year- End Building Branch Statistics

RECOMMENDATION

That Staff Report PD006-20 be received for information purposes.

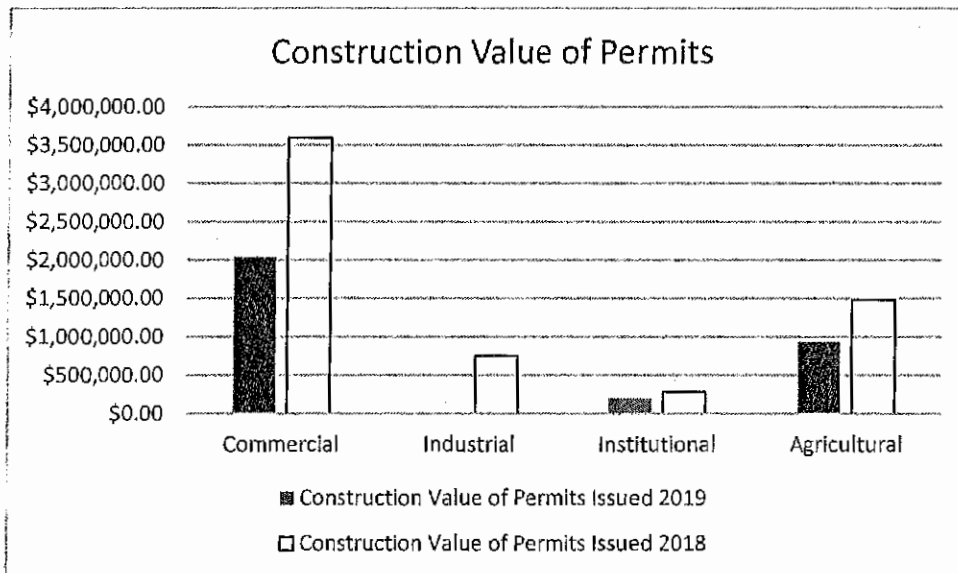
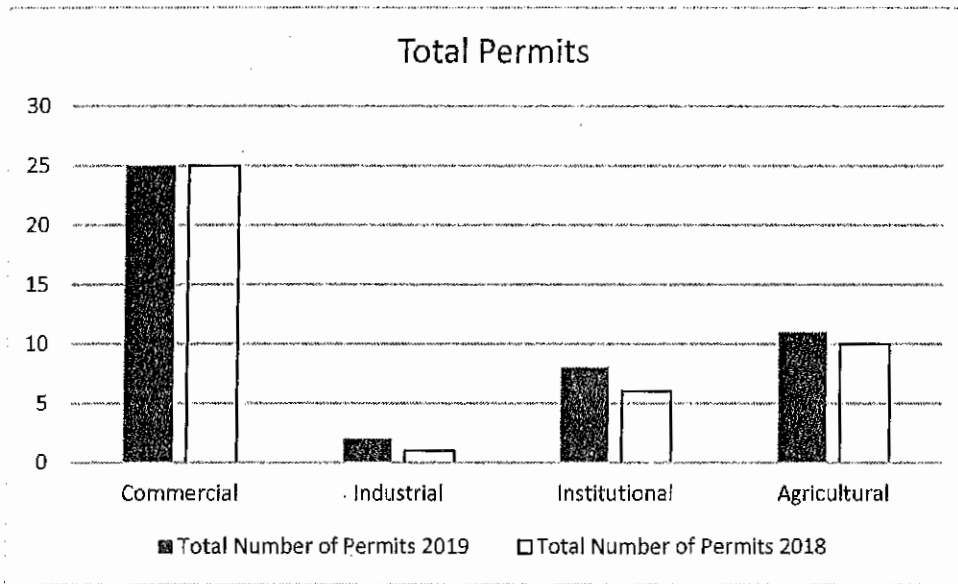
BACKGROUND

In addition to the information provided in report PD-0003-20, the following summary information is included in this report, regarding 2019 and 2018 data:

- Construction value and total number of permits for commercial, industrial, institutional and agricultural buildings – Summarizing totals for 2019 and 2018
- Single detached homes vs. Semi-detached and Townhomes and their locations – Summarizing totals for 2019 and 2018
- Number of large buildings vs. 'regular' Part 9 buildings – Summarizing totals for 2019 and 2018

COMMENTS AND CONSIDERATIONS

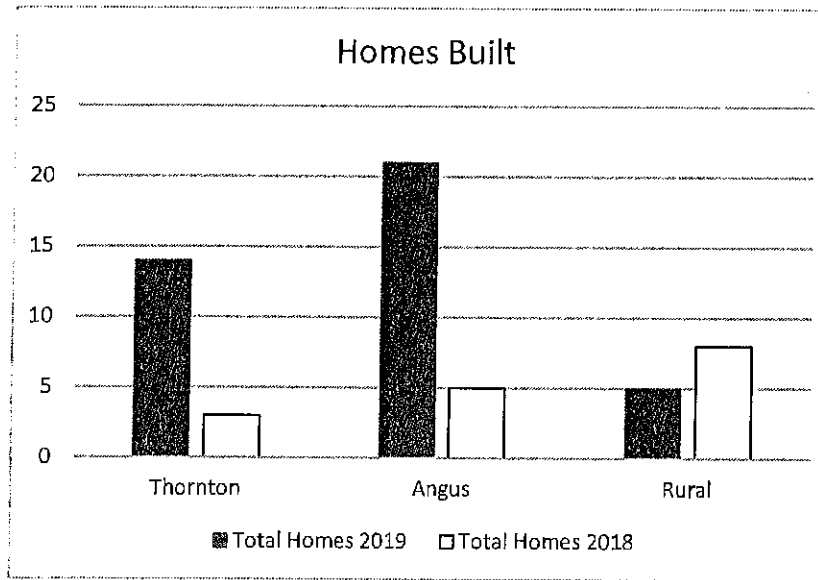
Permit	Construction Value of Permits Issued 2019	Construction Value of Permits Issued 2018	Total Number of Permits 2019	Total Number of Permits 2018
Commercial	\$2,038,500.00	\$3,597,000.00	25	25
Industrial	\$3,000.00	\$750,000.00	2	1
Institutional	\$195,560.00	\$284,500.00	8	6
Agricultural	\$938,000.00	\$1,480,000.00	11	10



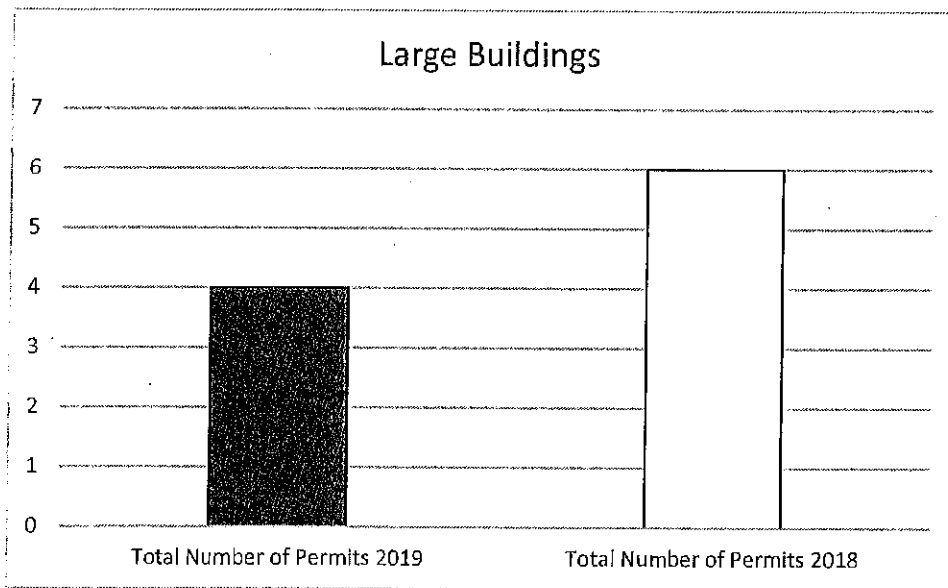
Permit	Total Number of Permits 2019	Total Number of Permits 2018
Single detached Homes	32	16
Semi-detached Homes	8	0

Permit	Total Homes 2019	Total Homes 2018
Thornton	14	3
Angus	21	5
Rural	5	8

4c



Permit	Total Number of Permits 2019	Total Number of Permits 2018
Large Buildings	4	6



Overall; construction values have decreased. The total number of permits have stayed relatively consistent. The total number of single detached and semi detached homes have increased in all areas. The total number of large buildings has decreased.

FINANCIAL IMPACT

None.

SUMMARY/OPTIONS

Council may:

1. Take no further action.
2. Receive this Report for information purposes.
3. Direct staff to take action/comment on concerns that Council may have.

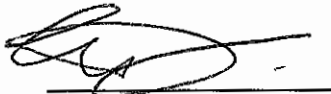
CONCLUSION

Option 2 is recommended.

Prepared by:

Respectfully submitted:

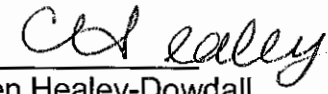
Reviewed by:



Elizabeth Davis
Building and Planning
Coordinator



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



Colleen Healey-Dowdall
CAO



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: PR002-20

DATE: February 5, 2020

TO: Committee of the Whole

FROM: Jason Coleman, Manager of Parks & Recreation

SUBJECT: Administration Centre and Public Works Yard Cleaning Tender

RECOMMENDATION

That Staff Report PR002-20 be received; and

That Council consider awarding the Cleaning Tender for the Administration Centre and Public Works Building to Kidron Janitorial Corporation at a monthly cost of \$1525.50 tax incl.

BACKGROUND

The current cleaning contract is coming to an end. Bids have been collected for another 3 year term (see attached) for the Administration Centre and Public Works Yard. Kidron Janitorial Corporation is a family owned business and proud member of the ISSA (International Sanitary Supply Association) Worldwide Cleaning Organization. They specialize in commercial janitorial and floor care. Their complete workforce is thoroughly screened each with a National Security Check. Staff use an app "Janitorial Manager" through their phone which ensures real time communication, accountability as well as staff clocking in and out.

COMMENTS AND CONSIDERATIONS

Based on the frequency of cleaning required for the Townships needs, Kidron quality control provides an inspection by a Manager or Supervisor once every three weeks to Township Facilities to ensure the needs and contractual obligations are being fulfilled. Upon site visit, a client meeting review summary is completed allowing for comments, corrective action steps, or any concerns that need to be addressed. Upon reaching out to another Company and Municipality currently using Kidron, the results were positive. The response time regarding any concern or question from Kidron has always been responded within 2-3 hours.

FINANCIAL IMPACT

The monthly total for the Administration Centre and Public Works cleaning is \$1525.50 taxes incl. which would come from taxation with a three year total of \$54,900.00 tax incl. The 2020 Operating Budget has \$19,000 allocated for cleaning services for the Administration Centre and Public Works Building which would cover the cost.

SUMMARY/OPTIONS

Council may:

1. Take no further action.
2. Direct staff in another course of action.
3. Award the cleaning contract to Kidron Janitorial Corporation, based on their staffing capabilities, professionalism and good reputation which is expected to provide the municipality with the best possible service at the best price.

CONCLUSION

Option # 3 is recommended.

Respectfully submitted:

Jason Coleman
Manager of Parks & Recreation

Colleen Healey-Dowdall
CAO

Attached: Tender Opening Results



5a

**ADMINISTRATION CENTRE AND PUBLIC WORKS
CLEANING TENDER FEBRUARY 2020-2023**

Tender Opening Results – January 10th, 2020

Bidder	Monthly	Year 1	Year 2	Year 3	Admin and Public Works 3 Year Total
1.Prestine Janitorial	\$1,243.00	\$14,916.00	\$14,916.00	\$14,916.00	\$44,748.00
2.Kidron Janitorial Corporation	\$1,525.50	\$18,306.00	\$18,306.00	\$18,306.00	\$54,900.00
3.AA Cleaning Services	\$1,672.40	\$20,068.80	\$20,068.80	\$20,068.80	\$60,206.40
4.SQM Janitorial Services	\$2,306.72	\$27,680.64	\$27,680.64	\$27,680.64	\$83,041.92
5.Reliable Cleaning Services	\$3,228.93	\$38,747.16	\$38,747.16	\$38,747.16	\$116,241.48
6.Universal Industries Professional Cleaning Services	\$7,119.00	\$85,428.00	\$85,428.00	\$85,428.00	\$256,284.00

24



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: PR003 - 20
DATE: February 5, 2020
TO: Committee of the Whole
FROM: Jason Coleman, Manager of Parks and Recreation
SUBJECT: Memorial Bench Placement at Nottawasaga Fishing Park

RECOMMENDATION

That Staff Report PR003 - 20 be received; and

That Council consider authorizing the installation of a Memorial Bench in the Nottawasaga Fishing Park provided that: the approved bench is situated in a location approved by staff, any wording on an associated plaque is subject to Township Approval, and all costs are to be paid by the applicant.

BACKGROUND

A request has been received to place a Memorial Bench at the Nottawasaga Fishing Park. April Girard-Gregori's grandparents lived across from this park for approximately fifty years. April is planning to purchase a bench and plaque in honor of her grandparents who have passed away.

COMMENTS AND CONSIDERATIONS

The Parks and Recreation Department is willing to work with the applicant on the purchase and installation of this bench, at her sole cost, provided the following conditions are met:

- The Township agrees to the type of bench selected
- The Township determines the location of bench for installation
- The Township approves any wording on an associated plaque or nearby signage and associated amenities

Staff is recommending that Council approve the Memorial Bench proposal and Recreation Department will complete the installation.

FINANCIAL IMPACT

The financial impact for the Township will be zero as the applicant is willing to cover the cost of the bench and plaque.

SUMMARY/OPTIONS

Council may:


1. Take no further action.
2. That Council consider authorizing the installation of a Memorial Bench in the Nottawasaga Fishing Park provided that: the approved bench is situated in a location approved by staff, any wording on an associated plaque is subject to Township Approval, and all costs are to be paid by applicant.
3. Direct staff in another course of action.

CONCLUSION

Staff recommends that option 2 be approved.

Respectfully submitted:

Reviewed by:



 Jason Coleman
 Manager of Parks and Recreation



 Colleen Healey-Dowdall
 Chief Administrative Officer



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: PR004-20

DATE: February 5, 2020

TO: Committee of the Whole

FROM: Jason Coleman, Manager of Parks and Recreation

SUBJECT: Township 2020 Golf Tournament

RECOMMENDATION

That Staff Report PR004-20 be received; and

That Council consider approving the 2020 Golf Tournament and designate a charity of their choice for proceeds; and

That Council authorize staff to pre-purchase a registration gift for each golfer at an upset limit of \$8.00.

BACKGROUND

A Golf Tournament is held each year with the proceeds going to a charity of Council's choice. This is a well-attended event and last year had 110 golfers participate with the proceeds going to Stevenson Memorial Hospital, Royal Victoria Hospital's Regional Cancer Centre and Matthew's House Hospice.

Each year the Tournament rotates between Bear Creek Golf Club and Tangle Creek Golf and Country Club.

In the past, either prizes or registration gifts were presented to golfers. Staff has purchased registration gifts in the past few years at a cost of approximately \$20 per golfer.

COMMENTS AND CONSIDERATIONS

The Golf Tournament has been tentatively booked for Thursday June 18, 2020 at Tangle Creek Golf and Country Club. It is a shotgun start for 1:00 pm. Each registration includes 18 holes of golf, power cart, GPS scoring and practice facilities. Meals included are a boxed lunch to go with a roasted turkey sandwich with Swiss cheese, mayo and lettuce served on a Kaiser bun with seasoned fresh fruit, cookie and water. Dinner is a BBQ steak



served from the grill, with assorted dinner rolls, mixed greens salad with assorted dressing, roasted potatoes and seasonal vegetables. This year it is proposed that a registration gift of a golf towel be given along with a sleeve of golf balls. Both the towel and balls will be embossed with the Township logo.

FINANCIAL IMPACT

Last year 110 golfers participated and the event raised a combined total of \$ 26,471.55 going to the charities noted above.

The actual cost per golfer for this event is \$117.00. The registration fee will be set at \$175 with \$50 per person's registration going towards the designated charity. Additional sponsorship opportunities will be made available for certain holes and golf carts. Monetary donations will also go directly to the charity.

Revenue(s)

Registration
Holes/Sponsorship Donation

Expenses

Staff expense
Gift
Course fees

SUMMARY/OPTIONS


Council may:

1. Take no action and do not hold a tournament in 2020.
2. Approve the 2020 Golf Tournament and designate the charities to receive the proceeds.
3. Approve a registration gift per golfer at an upset limit of \$8.00 as suggested within this report.
4. Direct Staff in another course of action to purchase another form of gift.

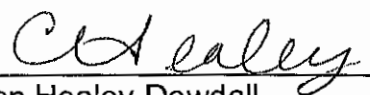
CONCLUSION

Staff recommends Options #2 and #3 be approved.

Respectfully submitted,



 Jason Coleman
 Manager of Parks and Recreation



 Colleen Healey-Dowdall
 Chief Administrative Officer



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: FD001-20

DATE: February 5th, 2020

TO: Committee of the Whole

FROM: Fire Chief Cynthia Ross Tustin

SUBJECT: Fire Specific Cost Recovery By-law

RECOMMENDATION

That Staff Report FD001-20 be received; and that Council consider authorizing a Cost Recovery Fee By-law to provide another avenue to collect fire department incurred expenses in the event that an insurance company pays direct to the policy holder who in turn does not remit them to the Municipality

BACKGROUND

In 2016 the Township of Essa renewed its agreement with Fire Marque, through By-Law 2016-07 "A By-law to authorize the Mayor and Council to enter into an Agreement with Fire Marque Inc. for the purpose of Indemnification Technology." This Agreement is to assist with the collection of fire department service fees when fire fighting services are provided. This by-law updated a contract originally signed in 2011.

As further background, the Township of Essa, as with most other municipalities, charges (or may charge) fees (per Municipal Act section 391) to homeowners in the case of a fire or other incident to which the fire department responds (excerpt from Fee By-law and stats attached). The homeowner is then entitled to recoup expenses through their insurance provided that they have the specific coverage for fees that are incurred for a fire response. Fire Marque has been used by Essa and other municipalities to ensure that homeowners collect on entitlements through their insurance policies and that insurance providers help pay for municipal expenses. This has been a source of friction with insurance providers who previously were left alone to handle claims.

Over the last five years, the fire department has recovered, on average, \$11,000.00 per year. It is used to purchase capital items or fund projects that specifically relate to firefighter training, or community fire prevention and public education; and reduces the tax impact of fire services to residents.

COMMENTS AND CONSIDERATIONS

Over the past seven years since insurance cost recovery has been in place across Ontario, many insurance companies have challenged the process even though coverage

is included in most policies for this purpose. In a recent case in Southern Ontario the insurance company paid the recoverable fee directly to the policy holder who refused to forward the payment on to the municipality. The municipality challenged this non-payment through the Ontario Court system which found that although the insurance company had an obligation to pay the fee charged, the payment could be made directly to the policy holder and it was up to the policy holder to decide if they wanted to pay the Municipality. This is because there was no link between any cost recovery by-law and the policy holder – as is the situation in Essa.

The courts stated, that unless the Municipality had a By-Law ordering the policy holder to pay the fees they collected from their insurance company to the Municipality, for fire department charges, there was no way to collect the fees.

Attached to this report is a by-law authorizing cost recovery (fees) with respect to fire department specific response, which has been prepared by Templeman Law, a specialist in municipal law. More specifically, it is proposed that, in the event that an insurance company pays fire fees directly to a policy holder and they do not remit them to the municipality, the amount may be added to the tax roll of the subject property.

FINANCIAL IMPACT

No cost to implement the new by-law since the by-law has been prepared by a law firm at the cost of Fire Marque. If the amendment is not made, then it is suspected that insurance companies will start to a practice to avoid payments to municipalities thus causing a loss of revenue that funds firefighter training, and community fire prevention and public education projects.

SUMMARY/OPTIONS

1. Take no further action and do not pass the Cost Recovery Fee By-Law and run the risk of a policy holder not remitting the fees they receive for costs incurred by the fire department (a loss of revenue to the municipality).
2. Adopt the Cost Recovery Fee By-law to provide another avenue to collect fire department incurred expenses in the event that an insurance company pays direct to the policy holder who in turn does not remit them to the Municipality.

CONCLUSION

Staff recommends Option 2 be approved.

Respectfully submitted:

Cynthia Ross Tustin

Cynthia Ross Tustin
Fire Chief/CEMC

Reviewed by:



Colleen Healey Dowdall
Chief Administrative Officer

6a

Attachments:

1. Draft By-law – Cost Recovery Fees
2. Letter from the Fire Marque dated January 7, 2020
3. Letter from the Fire Marque to the Financial Services Commission of Ontario dated January 9, 2020
4. Fee Schedule specific to Fire Department Fees
5. Fire Department Stats – Month of December 2019

THE CORPORATION OF THE TOWNSHIP OF ESSA

BY-LAW No.

BEING A BY-LAW TO AUTHORIZE
COST RECOVERY (FEES) WITH RESPECT TO FIRE DEPARTMENT SPECIFIC
RESPONSE

WHEREAS pursuant to section 8 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended from time to time (the "Municipal Act"), the powers of a municipality are to be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considered appropriate and to enhance the municipality's ability to respond to municipal issues;

AND WHEREAS pursuant to section 391 of the *Municipal Act*, a municipality may impose fees or charges on persons for services or activities provided or done by or on behalf of it;

AND WHEREAS pursuant to section 398 of the *Municipal Act*, fees and charges imposed by a municipality on a person constitute a debt of the person to the municipality;

AND WHEREAS Council of the Township of Essa deems it expedient to pass a by-law to impose fees on persons to recover the costs of fire department responses;

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

1. In this By-Law:

- a. "Council" means Council of the Municipality;
- b. "Fire Department" means a fire department established by the Municipality in accordance with the provisions of the *Fire Protection and Prevention Act, 1997*, S.O. 1997, c. 4, as amended from time to time;
- c. "Fire Department Specific Response Fees" means *cost recovery* fees for Fire Department attendance at a Property for which the Owner has Fire Department insurance coverage;
- d. "Indemnification Technology®" shall mean Fire Department incident reporting, data collection and property insurance policy wording

interpretation to maximize billing opportunities on behalf of fire departments by invoicing insurance companies for costs of fire department attendance with respect to insured perils;

- e. "Municipality" means the Corporation of the Township of Essa;
 - f. "Owner" means the registered owner of property or any person, firm, corporation, partnership or society and their heirs, executors, administrators or other legal representatives, including a property manager, tenant, occupant, mortgagee in possession, receiver, manager, trustee or trustee in bankruptcy having control over or possession of the property or any portion thereof;
 - g. "Property" means any real property located within the geographical boundaries of the Municipality, and any real property to which the Fire Department is under a service agreement to provide Fire Department Response services, Automatic Aid or Mutual Aid. Real property includes buildings, contents and structures of any nature and kind in or upon such lands to which service is provided;
2. The Municipality hereby authorizes the imposition of fees from time to time in accordance with the provisions of this By-Law.
 3. The Owner of Property shall be responsible for the payment of Fire Department Specific Response Fees imposed by this By-Law in accordance with the Schedule of Fees, attached hereto and forming part of this By-Law.
 4. The Municipality may use Indemnification Technology® to assess applicable insurance coverage for Fire Department Specific Response Fees.
 5. Fees imposed pursuant to this By-Law constitute a debt of the Owner to the Municipality and may be added to the tax roll of the Property to which the Fire Department Specific Response Fees relate.
 6. Where the Municipality believes and/or Indemnification Technology® indicates Fire Department Specific Response Fees are applicable but the Owner does not have, in part or in full, insurance coverage for fire department charges for the Property, the Municipality may adjust the Fire Department Specific Response Fees to the extent of insurance coverage upon provision by the Owner of evidence, to the satisfaction of the Municipality, that no such insurance coverage exists or to demonstrate the limits of such coverage.
 7. In this By-Law, words importing the neuter gender shall include the feminine gender and masculine gender and vice versa and words importing the singular shall include the plural where the context requires.

6a

8. If any term or provision of this By-Law or the application thereof to any person shall to any extent be held to be invalid or unenforceable, the remainder of this By-Law or the application of such term or provision to all persons other than those to whom it was held to be invalid or unenforceable, shall not be affected thereby, it being the intention of the Council that each term and provision of this By-Law shall be separately valid and enforceable to the fullest extent permitted by law.

BY-LAW READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS DAY OF _____, 2019

THE CORPORATION OF THE TOWNSHIP OF ESSA

, Mayor

, Clerk

SCHEDULE OF FEES

1. Fire Department Specific Response Fees

The Fire Department Specific Response Fees shall be the total of:

- a. **Current MTO rate per unit per hour or portion thereof for each unit*
- b. *rate per person per hour or portion thereof for each firefighter*
- c. *other costs including but not limited to; Foam, Metered Water, Air Tank Re-filling, Cleaning Equipment, DSPA or similar type units, cost to replace damaged or destroyed equipment, specialized response costs such as Water Bomber Drops*

*The MTO rate per unit per hour is set by the Ministry of Transportation. This rate is adjusted periodically in accordance with the consumer price index.

Such fees shall be charged and calculated on the basis of each Fire Department vehicle attending, resources consumed in attendance to the property incident. The time shall be measured from the time of departure of each unit from the Fire Department's facilities to the time the unit is cleared for the next call out.



Indemnification Technology®

January 7th 2020

Municipality of Township of Essa,
5786 Simcoe County Rd. 21,
Utopia, Ontario,
L0M 1T0

Attention: Cynthia Ross Tustin - Fire Chief

Dear Cynthia,

Attached are two court decisions, as you are aware Fire marque and the Municipality won the first legal case (*Tab 1*) however, the decision was appealed by the insurance company and we lost on the appeal (*Tab 2*).

The facts were never in dispute.

The insurance company paid the Fire Departments claim to the insured who didn't pay the Municipality. The Municipality exercised their right under their By-Law and put the insurance amount that the property owner received on the property owners tax roll. The property owner came in and paid the Municipality and the amount was removed from the owner's tax roll.

The insurance company took ourselves and the Municipality to court on the basis that there was no link between the cost recovery by-law and the policyholder. There was only a link between the insurance company and the policyholder.

In order to avoid paying the fire department coverage to the Fire Department, the insurance company simply paid the policyholder.

The appeal court ruled that the By-Law was invalid as there is no Nexus or link between the By-Law and the insured which would make the policyholder liable to pay the Municipality.

Fire Marque's intellectual Property says the Insurance company pays, which they did. They paid the insured.

Unfortunately, there is nothing to say the homeowner must pay the Municipality or ourselves when the Fire Department funds are received, the owner simply keeps the Fire Departments money.

East Office

PO Box 2018
Thornton, ON
L0L 2N0

www.firemarque.com

Toll Free: (855) 424-5991
Telephone: (705) 424-5991
Email: submit@firemarque.com

36

West Office

2050-11300 Tuscany Blvd. NW
PO Box 27148 Tuscany
Calgary, AB T3L 2V0

ba

2.

This was an unforeseen tactic which has proven to be successful by this insurance company and now numerous other insurers are jumping on the insurance company "Bank" Wagon.

An amended By-Law closing this loophole has been completed by the Municipal Solicitors Templeman LLP (Tab 3) and is being sent out to all our Clients noting the urgency to adopt and immediately amend their By-Law.

Attached is the Cost Recovery By-law Staff Report from Chief Stephen Hemen of Huntsville (Tab 4). Steve has given us permission to share his Staff Report. Also attached is the Huntsville amended By-Law 2019-134 (Tab 5).

Also attached is the Township of Tay's By-Law (Tab 6).

Our suggested action we would like you to take is:

Preferred Option: Adopt the new by-law as presented by the law firm Templeman or with as few edits as possible.

Or, add to your existing by-law the wording underlined below to your existing Schedule of your consolidated fee by-law.

"Current MTO Rate per hour per vehicle + personnel costs + any additional cost for each call. Should the insurer pay the coverage to the property owner and/or policy holder, the property owner and/or policy holder is liable to remit these funds to the municipality or its representative."

Once this is completed the loophole is closed as there is now a link to the policyholder should the insurer pay them directly.

Thank you for your continued support and keeping our community fire safe

Sincerely,



Ted K. Woods, CET, CIP
President

East Office

P.O Box 2018
Thornton, ON
L0L 2N0

www.firemarque.com

Toll Free: 1-855-424-5991
Tel: 705-424-5991
Fax: 705-424-5702

37

West Office

2050 11300 Tuscany Blvd. N.W
P.O Box 27148 Tuscany
Calgary, AB T3L 2V0

Attachment #3

6a



Indemnification Technology®

BY COURIER

January 9, 2019

Ms. Andrea Iro,
Financial Services Commission of Ontario,
5160 Yonge Street,
Box 85,
Toronto, Ontario,
M2N 6L9

Dear Ms. Iro:

As we previously discussed with you on the phone, we assist a number of Canadian municipalities in recovering costs associated with responding to fire emergency calls. In Ontario, the right of municipalities to recover these costs is clearly established by statute. [Appendix I]. There is coverage for these costs in all of the property owner insurance policies of which we are aware, both homeowner policies and commercial policies. The insurance companies receive premium payments for the coverage. In the normal course, an invoice is sent to the homeowner with a copy to the insurer requesting their instructions. All the insurance companies with which we have dealt pay the invoice in accordance with their obligations under the policy [including Allstate up until January, 2017]. We then remit funds to the municipality where the funds are used to promote public education, firefighting training and as an offset to some of the capital expenditures that fire departments incur [Appendix II – template for the agency agreement municipalities sign, 5(b)].

Recently, we have run into difficulties with Allstate Insurance. This insurer has refused to honour our invoices and has advised its insureds that they do not have to pay. In addition to this being incorrect advice, given the statutory right of municipalities to charge these fees, this stance may cause Allstate's clients severe difficulties as unpaid invoices may be added to their tax bill. We believe that it is this concern for the welfare of Allstate's policy holders that resulted in the Minister of Finance referring this matter to you for investigation. We also believe that giving incorrect advice and refusing to honour policy obligations is contrary to the Insurance Act. In our view, it is a predatory practice and exactly the type of behaviour the Superintendent should address.

To date there are 20 recent claims where Allstate has refused to indemnify the insured for the user fee charges arising from the fire department's provision of emergency services.

East Office

P.O Box 2018
Thornton, ON
L0L 2N0

www.firemarque.com

Toll Free: 1-855-424-5991
Tel: 705-424-5991
Fax: 705-424-5702

38

West Office

2050 11300 Tuscany Blvd. N.W
P.O Box 27148 Tuscany
Calgary, AB T3L 2V0

6a



Indemnification Technology®

It is our position that Allstate's behaviour exemplifies the worst of corporate America's predatorial practices. All three of Allstate's home owner policies clearly and unequivocally provide coverage for fire department charges [Appendix III]. Yet, they have chosen to engage in ruinous litigation that is designed to rob Ontario municipal taxpayers of their rightful compensation for the cost of putting out fires. Even worse, they charge for this coverage in their policies and then pocket the premium as a windfall profit when they deny coverage on the legitimate claims we are sending to you today. No wonder the American Association of Justice has labelled Allstate the worst insurance company in America [Appendix IV, page 1].

To summarize, it is important to note that all of the property insurance companies in Ontario provide coverage for these user fee costs. Allstate is the only one that refuses to honour legitimate claims under this coverage. I know we can all agree that the prevention of illegal and unethical business practices is at the heart of the mandate of the Financial Services Commission of Ontario. In this case, it is not just an individual insured who is being victimized by an unscrupulous insurer, but rather all the municipal taxpayers of the province.

To conclude, it is our sincere hope that you can expedite the rectification of this illegal business practice by directing Allstate to honour their policies. There are simply no greys in this situation; it is black and white. We would far prefer resolving this issue through your Commission. Overall, the property insurance industry in Ontario is worthy of our respect and does not deserve to be sullied by having the unsavoury business practices of Allstate litigated through the media.

We will call you in the near future to arrange a meeting to discuss these matters.

Sincerely,

Ted K. Woods, CET, CIP
President

Brian Donohue, LL.M, PhD
Director

East Office

P.O Box 2018
Thornton, ON
L0L 2N0

www.firemarque.com

Toll Free: 1-855-424-5991
Tel: 705-424-5991
Fax: 705-424-5702

West Office

2050 11300 Tuscany Blvd. N.W
P.O Box 27148 Tuscany
Calgary, AB T3L 2V0

39

SCHEDULE OF FEES

FIRE DEPARTMENT FEES	
Burning Permit	Annually \$40.00
	Campgrounds – Annually.....\$100.00
Call-out to set fires not in compliance to By-Law	Station callout fire call rate x # ffs
	Officer callout fire call rate x 3 ffs
Commercial and Industrial Inspections	Under 280 sq.metres \$100.00
	Over 280 sq.metres \$200.00
Emergency Services on Roadways, Waterways, Railways and Trails in the Municipality	..... current MTO rates
False Alarms / Automatic Systems	First alarm in 1 year \$250.00
	2nd alarm in year..... \$350.00
	3rd alarm in year \$450.00
Fire Prevention Training	Not-for-profit..... exempt from fee
	Industrial or other groups (3 firefighters provided) \$100.00
Fire Search Fees	Letters of compliance..... \$75.00
	Fire reports..... \$75.00
	File search \$75.00
Fire Apparatus Standby and Fire Watch Fees	Personnel fire call rate
	Vehicle current MTO rates
Fireworks Permit	..... \$35.00
Institutional Assembly	.....\$75.00
On-Site Inspections	Woodstoves – new installation – refer to Building Department – existing – owner to provide WETT Certificate from a certified company
	Residential inspection .....per unit \$ 50.00
	Inspection residential/commercial bldg.....2-10 units \$100.00
	.....10 or more \$150.00
Other or Additional Follow-up Inspections	per visit..... \$ 40.00
Propane Storage and Handling Facilities – Risk and Safety Management Plan Review	application..... \$600.00
	municipal department review \$60.00/hr after 10 hours
	..... peer review if applicable charged directly to applicant
Plans Examination/Review	.....\$ 75.00
Plans Re-Examination	.....\$ 50.00
Response to Hazardous Materials (CBRNE and HAZMAT). Incident responses. Total replacement cost for any contaminated or damaged equipment or materials, costs for containment and mitigation.	..... current MTO rates
	..... cost of equipment or materials
	..... cost of containment and mitigation
Use of special chemicals and agents	..... cost of replacement

40

6a

SCHEDULE OF FEES

FIRE DEPARTMENT FEES	
Use of specialized equipment, heavy equipment or other services for the purpose of fire extinguishment, fire investigation, specialized rescue, CBRNE, HAZMAT and specialized response of emergency services or companies.	..... cost of equipment and services
Indemnification Technology ®	Current MTO Rates per vehicle and personnel/hour plus any costs to the Fire Department or the Township of Essa for each and every call.

POLICE DEPARTMENT FEES	
The following fees are administered by the Nottawasaga Detachment of the Ontario Provincial Police (O.P.P.), under the Nottawasaga Police Services Board False Alarms Policy. All fees are payable to the Nottawasaga Police Services Board.	
False Alarms/Automatic Alarms	..... no charge
First false alarm in any calendar year	..... no charge
Second false alarm in any calendar year	..... no charge
Third false alarm in any calendar year	..... \$100.00
Fourth false alarm in any calendar year	..... \$200.00
Fifth false alarm in any calendar year	..... \$300.00
Sixth false alarm in any calendar year	Notice of suspension of service will be issued for the remainder of the calendar year.

41



Attachment #5

TOWNSHIP OF ESSA FIRE DEPARTMENT
STATION NUMBER ONE
Month of December 2019

6a

Emergency Calls for the Month	
Structure Fires -	0
Vehicle Fires -	0
Overheat Condition -	0
Grass/Bush/Rubbish Fires -	0
Vehicle Accidents - 456, 469, 470, 481	4
Vehicle Extractions -	0
Tiered Medicals- 485, 466, 465, 457, 487	5
Rescues -	0
Burning Complaints -	0
False Alarms -	0
CO Calls -	0
Other Responses (List) -	0
Sub-total of Emergency Calls	9
Assist Stn #2 - 476, 471, 468	3
Mutual Aid Responses -	0
Total Emergency calls	12
Training and Activities for the Month	
Regular Training and Special Training -- Dec. 12 - Chief's Pick, Dec. 04 - Recruit training	2
Theory Training - Dec. 05 - WHIMIS	1
Work Details (List) - Dec. 13 - Hall Clean up, Dec. 17 - Truck Checks, Dec. 13 - Gear Pick up, Dec. 02 - Gear drop off, Dec. 04 - BKC all check valves	5
Public Education -	0
Inspections/Prevention - Dec. 09 - Fire Safety Plan Review, Dec. 05 - Plan Review - Site, Dec. 09 - Inspection - Vulnerable Occupancy, Dec. 09 - Correspondence - phone,	4
Special Activities (List) -	0
Officer Meeting -	0
Total Training and Activities for the Month	12

Reviewed By:

42

6a



**TOWNSHIP OF ESSA FIRE DEPARTMENT
STATION NUMBER TWO
Month of December 2019**

Emergency Calls for the Month	
Structure Fires -	0
Vehicle Fires -	0
Overheat Condition - 476	1
Grass/Bush/Rubbish Fires -	0
Vehicle Accidents - 458, 464, 467, 471, 478, 484(VSA)	6
Vehicle Extrications -	0
Tiered Medicals- 459, 461, 462, 463, 473, 475, 477, 479, 480, 483	10
Rescues -	0
Burning Complaints -	0
False Alarms -	0
CO Calls - 472	1
Other Responses (List) - 460- Water problem, 468 -- Gas Leak, 474 - Water problem, 482 - Perceived emergency, 486 - Wires down	5
Sub-total of Emergency Calls	23
Assist Str #1 - 456, 457, 470, 481	4
Mutual Aid Responses -	0
Total Emergency Calls	27
Training and Activities for the Month	
Regular Training and Special Training - Dec 03 -- Driver Training, Dec. 04 -- Recruit/Traffic Control, Dec. 12 -- Recruit/Rural Water, Dec. 12 -- Chief's pick	4
Theory Training - Dec. 03 -- WHIMIS, Dec. 05 -- WHIMIS - Str 1	2
Work Details (List) - Dec. 13 -- Hall Clean up, Dec. 16 -- Innotex Balaclavas, Dec. 19 -- Pick up C1, Dec. 16 -- Truck Checks	5
Public Education -	0
Inspections/Prevention - Dec. 11 - Plan Review -- Structural, Dec. 12 -- Inspection -- General, Dec. 12 -- Correspondence -- email, Dec. 12 -- Consultation -- Site	4
Special Activities (List) - Dec. 07 -- Food drive, Dec. 15 -- Pancake Breakfast	2
Officer Meeting -	0
Total Training and Activities for the Month	17

 Reviewed By: Cynte

43



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: PW003-20

DATE: February 5, 2020

TO: Committee of the Whole

FROM: Bob Morrison, CRS-I, Manager of Public Works

SUBJECT: Install 3 Way Stop At Greenwood & Maplewood In Angus

RECOMMENDATION

That Staff Report PW003-20 be received; and

That Council approve the installation of proper signage and line painting for a controlled 3-way stop intersection as a pedestrian crossing treatment at Greenwood and Maplewood in Angus at a cost of approximately \$1700.00 from the approved 2020 budget.

BACKGROUND

At the Committee of the Whole meeting on December 18, 2019, Council asked Staff to investigate the installation of a 3-ways top at the intersection of Greenwood and Maplewood in Angus.

The intent of installing a 3-way stop at this intersection would be to provide a controlled intersection to allow for pedestrians crossing from the east side of Greenwood to access Stonemount Park on the west side.

Currently north bound and south bound traffic on Greenwood have the right of way and traffic on Maplewood approaching Greenwood have to stop. There is not a controlled pedestrian crossing in front of the Stonemount Park and Greenwood can be considered as a collector road.

There are currently two, all-way stop intersection and four, 3-way stop intersections on Greenwood between Willoughby Road and Gold Park Gate, a distance of 1130 meters.

There are no stop signs on Greenwood between Gold Park Gate and Centre Street, a distance of 680 meters.

Since Greenwood has been opened to through traffic from Maplewood to Centre Street, there has been a significant increase of traffic in front of the park.

The speed limit on this section of road is 50km/hr. The Public Works Department has installed warning signs (Playground Ahead) north and south of the park on Greenwood.

This past summer the Public Roads Department installed traffic calming measures in the way of a Temporary Center Median (flexible delineators and signs). The traffic calming was set up just north of the Stonemount Park on Greenwood drive.

COMMENTS AND CONSIDERATIONS

Staff have reviewed Ontario Traffic Manuals Book 5 (Regulatory Signs see Attachment #1) and Book 15 (Pedestrian Crossing Treatment see Attachment #2) and produced a traffic report for Greenwood Drive from October 1, 2019 – Dec. 31, 2019 (see Attachment #3).

The attached traffic report was conducted using a radar speed sign. The radar sign is only capable of monitoring traffic in one direction; in this case, it was capturing southbound traffic only.

After reviewing the traffic counts it has been determined that this intersection does not warrant traffic signals or a signalized pedestrian crossing at this time, however, the site is a candidate for a pedestrian crossover.

An alternative solution would be to install a 3-way stop with line painting to mark out the crosswalk.

FINANCIAL IMPACT

The cost to install the appropriate signage and line painting for a three way stop would be approximately \$1700.00.

This would be funded from Operating Transportation and Roads/ Road Side Maintenance/ Safety Devices, Signs & RR. Crossings #02-06-240-384-6270

7a

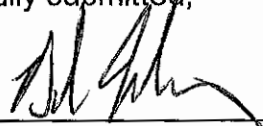
Council may:

1. Take no further action.
2. Authorize Staff to install the appropriate signage and line painting for a controlled three-way stop intersection as pedestrian crossing treatment at Greenwood and Maplewood.
3. Direct Staff to consider a alternative solution

CONCLUSION

Staff recommends Option # 2 be approved.

Respectfully submitted,



Bob Morrison, CRS-I
Manager of Public Works

Reviewed by,



Colleen Healey-Dowdall
Chief Administrative Officer

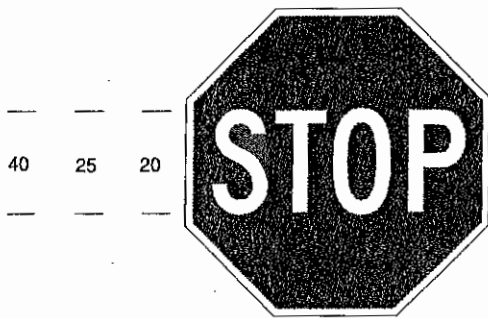
Attachments:

1. OTM Book 5, Stop Signs
2. OTM Book 15, Flow Chart, Stop and Yield Controlled Intersections
3. Traffic Report

46

7a

2. STOP Sign



Ra-1 60 cm x 60 cm
 Ra-101 75 cm x 75 cm
 Ra-1101 120 cm x 120 cm

Font Highway Gothic C
 Colour Legend & Border – White Reflective
 Background – Red Reflective

ALL-WAY Tab Sign



Ra-1t 15 cm x 30 cm

Font Helvetica Bold Condensed
 Colour Legend & Border – Red Reflective
 Background – White Reflective

Purpose and Background

Where no traffic control device is present at an intersection of two roadways, the basic rules of the road apply. The Highway Traffic Act assigns priority to vehicles already within the intersection or, in the event two or more vehicles are approaching the intersection at approximately the same time, the Act requires the driver on the left to yield to the vehicle

on the right. A number of traffic control devices are available to assist in the allocation of right-of-way between vehicles in an intersection, increasing in level of control from a YIELD sign to a STOP sign up to full traffic signal control.

The purpose of the STOP sign is to clearly assign right-of-way between vehicles approaching an intersection from different directions when traffic signals are not warranted or not yet installed and it has been determined that a YIELD sign is inadequate. The STOP sign requires the driver to stop the vehicle before entering the intersection, yield to any traffic in or approaching the intersection and then proceed when safe to do so.

The introduction of STOP sign control can reduce the frequency of certain types of collision (e.g. right-angle or turning), but also results in delay to motorists and may increase some other types of collision (e.g., rear-end). STOP signs should, therefore, not be used indiscriminately.

STOP signs must not be used on the same approach to an intersection where traffic control signals are operating, as the conflicting commands of two types of control devices would be confusing.

Portable or part-time STOP signs must not be used except in emergency or temporary situations, such as in conjunction with Traffic Control Persons or at intersections where traffic signals are inoperative.

STOP signs are not intended to be used as speed control devices. Their usage should be limited to the control of right-of-way conflicts.

In general, STOP signs should only be used where traffic engineering studies considering such factors as traffic speeds, traffic volumes, restricted sight lines and collision experience, indicate that the use of STOP signs is warranted.

47

- The combined vehicular and pedestrian volume on the minor street exceeds 200 units per hour (all vehicles plus pedestrians wishing to enter the intersection) for each of the same eight hours, with an average delay to traffic on the minor street (either vehicles or pedestrians wishing to enter the intersection) of greater than 30 seconds; and
- The volume split does not exceed 70/30. Volume on the major street is defined as vehicles only. Volume on the minor street includes all vehicles plus any pedestrians wishing to cross the major roadway.

*All-way Stop Minimum
Volume Warrant (Minor Roads)*

All-way stop control may be considered on minor roads where the following conditions are met:

- Total vehicle volume on all intersection approaches exceeds 350 for the highest hour recorded; and
- Volume split does not exceed 75/25 for three-way control or 65/35 for four-way control. Volume is defined as vehicles only.

All-way Stop Collision Warrant

For the purposes of this warrant, a high accident frequency is an average of four collisions per year over a three-year period. Only those accidents susceptible to relief through multi-way stop control must be considered (i.e., right angle and turning type collisions).

Included in this warrant are those locations where visibility problems exist which limit the safe approach speed to less than 15 km/h, thereby creating an unreasonable accident potential. Special advance warning or overhead flashing lights may be necessary to augment the control if vertical or horizontal alignment is a factor.

Inappropriate Use of All-way Stop Control

All-way stop controls should *not* be used under the following conditions:

- Where the protection of pedestrians, school children in particular, is a prime concern. This concern can usually be addressed by other means;
- As a speed control device;
- On roads where progressive signal timing exists;
- On roads within urban areas having a posted speed limit in excess of 60 km/h;
- At intersections that are not roundabouts having less than three, or more than four, approaches;
- At intersections that are offset, poorly defined or geometrically substandard;
- On truck or bus routes, except in an industrial area or where two such routes cross;
- On multi-lane approaches where a parked or stopped vehicle on the right will obscure the STOP sign;
- Where traffic would be required to stop on grades;
- As a means of deterring the movement of through traffic in a residential area;

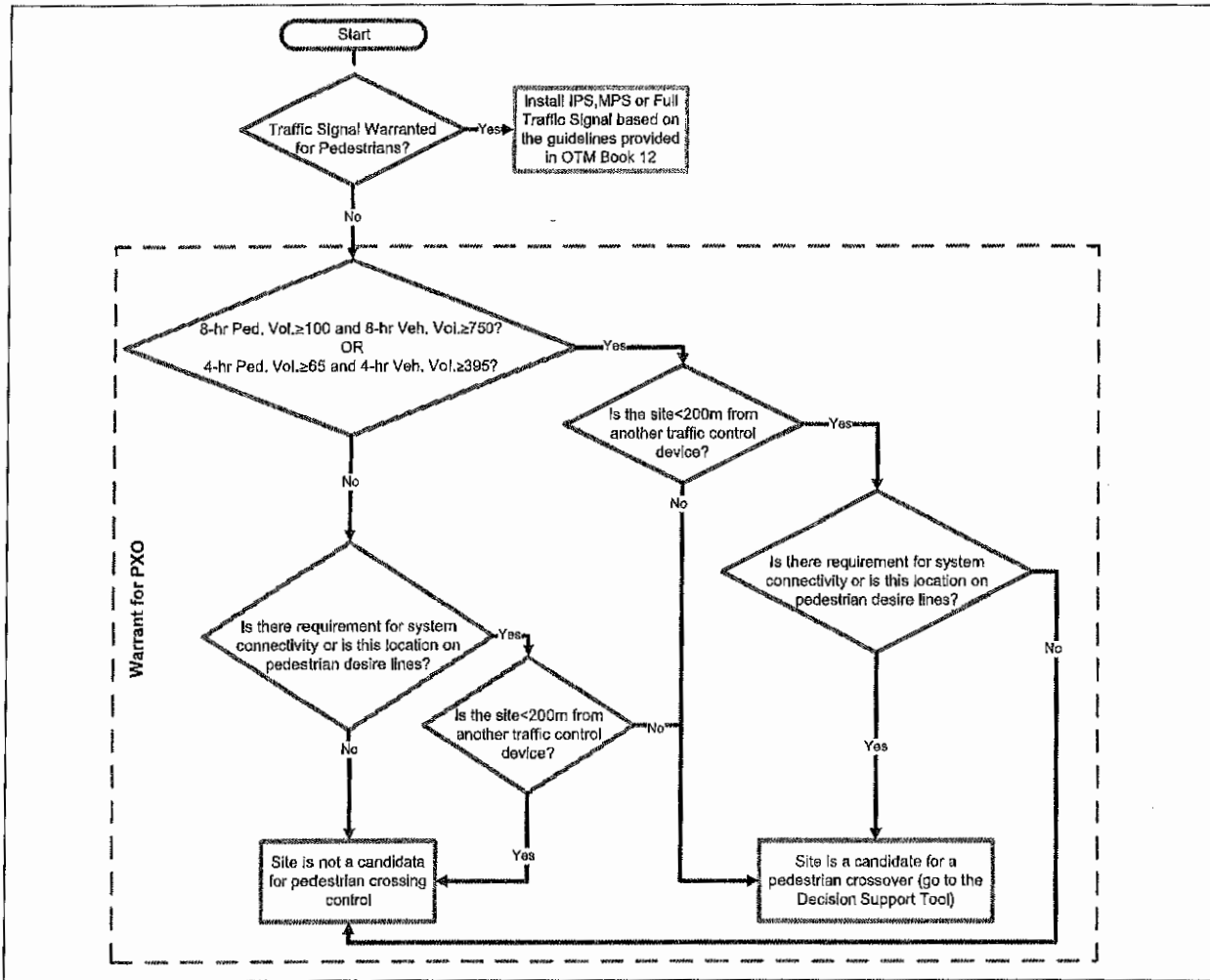


Figure 2: Decision Support Tool – Preliminary Assessment

to reflect a factored volume based on “equivalent adults” and the following definitions as described in OTM Book 12:

- Unassisted – Adults and adolescents at or above the age of 12 are considered “unassisted” pedestrians.
- Assisted – Children under the age of 12, senior citizens, disabled pedestrians and other pedestrians requiring special consideration or assistance are considered “assisted” pedestrians. In cases where an adult is accompanying a pedestrian included in the “assisted” category, both individuals should

be counted as “assisted” pedestrians to reflect their higher vulnerability. It should be recognized that the exact age of the pedestrian is not critical, but the observers will need to use their judgment to place each pedestrian into one of the two categories.

The factored pedestrian volume is calculated as follows:

$$\text{Adjusted volume} = \text{Unassisted Pedestrian Volume} + 2 \times \text{Assisted Pedestrian Volume}$$

Figure 3 and Figure 4 show the graphs used to determine whether a pedestrian control

7a

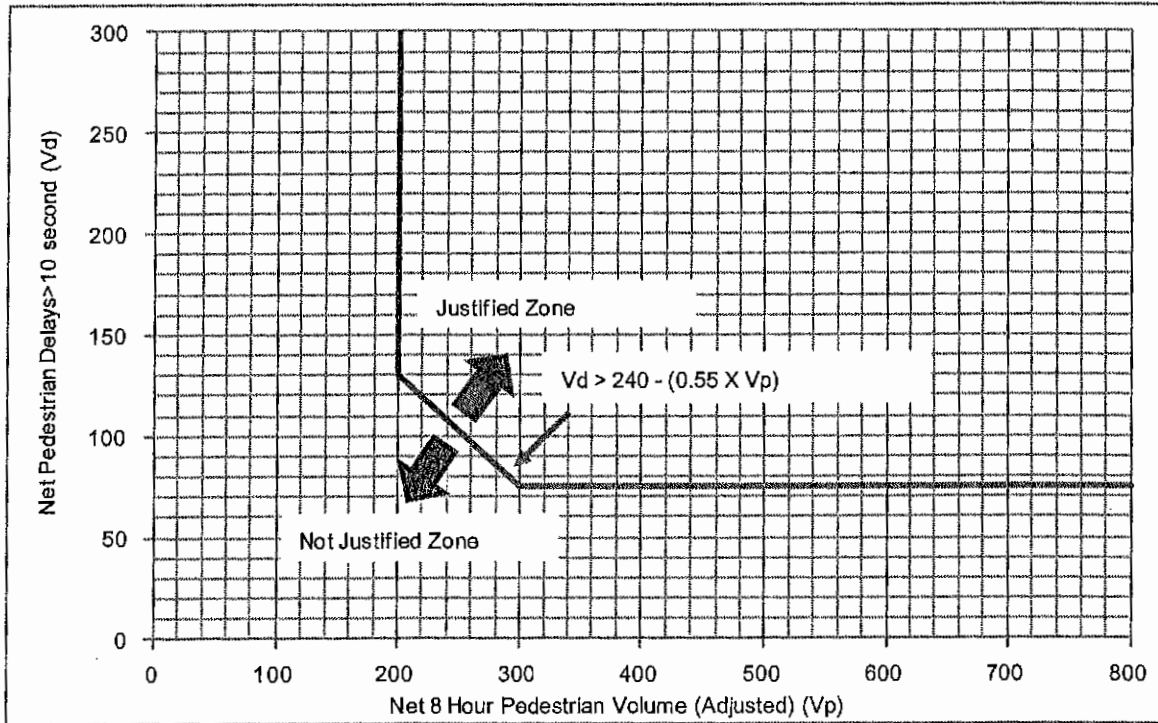


Figure 4: OTM Book 12 Justification 6 – Pedestrian Delay

site is a candidate for a pedestrian crossover. Otherwise, if the distance of the site to the closest traffic control device is less than 200 m, the site is not a candidate for a pedestrian crossing control.

The distance depends on a number of factors such as road type, traffic volume, expected queue length, pedestrian volume, and characteristics of pedestrians expected to use the facility. In the case of Ontario, this value has been set at 200 meters to avoid proliferation of traffic control devices in close proximity of each other. Having control devices in close proximity to each other can result in incorrect driver decisions, which in turn, may lead to collisions with pedestrians and other road users. Close proximity of various devices can also result in traffic flow disruptions and hence, low level of service along a corridor.

This value of 200 meters is consistent with other OTM books limiting the distance between different traffic control devices (see Section 6.1).

5.1.3 Stop and Yield Controlled Intersections

Stop control intersections provide an opportunity for pedestrians to safely cross the major roads of intersections. If a two-way stop control intersection does not satisfy the minimum requirements for an IPS, full traffic signal, or PXO as described in Section 5.1.1 and Section 5.1.2, warrants for all-way stop control must be checked.

Section 2 of OTM Book 5 – Regulatory Signs provides the warrant system for installation of all-way stop control at an intersection. The warrant system is based on minimum traffic volume of the

7a

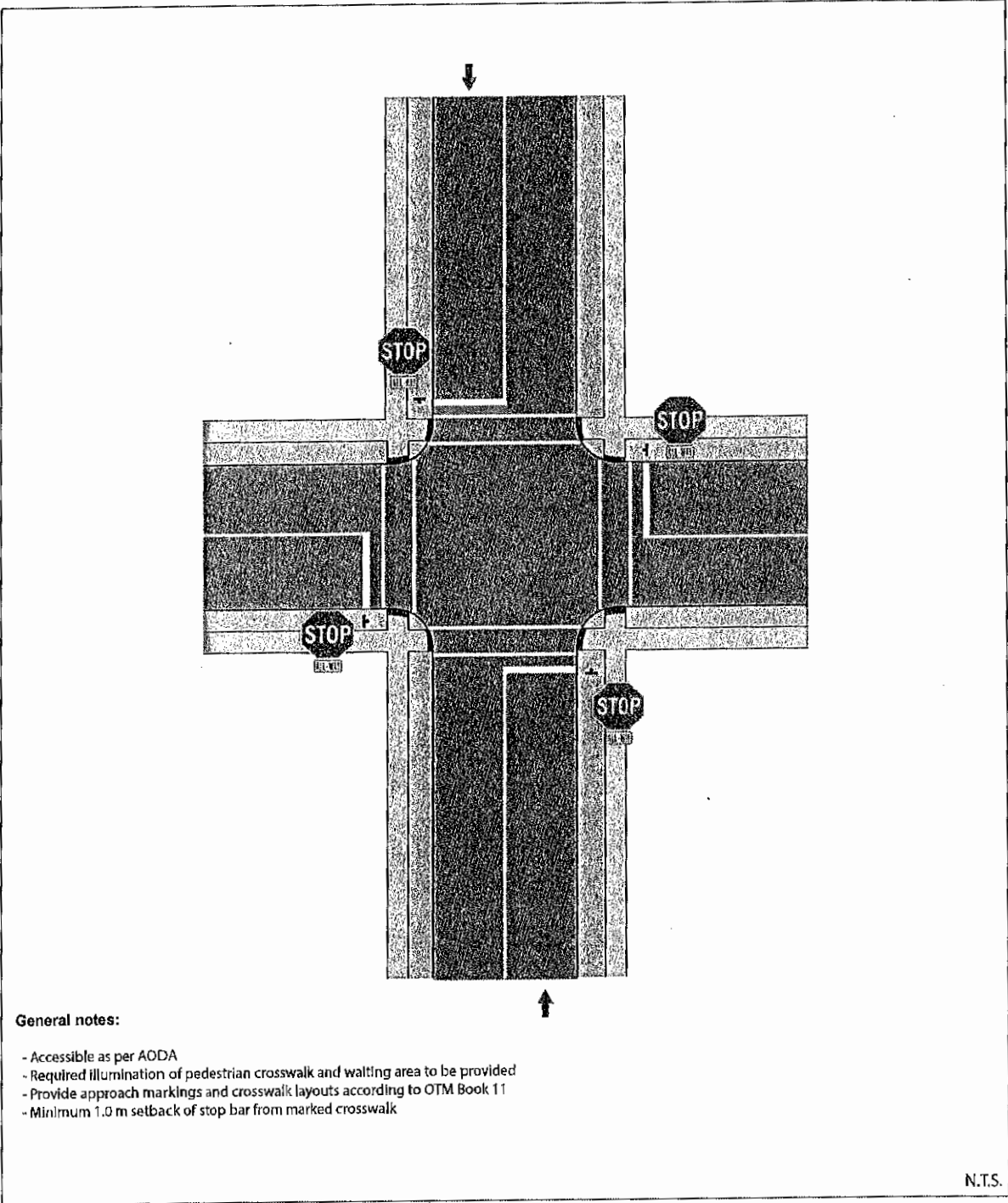


Figure 48: Stop Controlled Intersections as Pedestrian Crossing Treatment

SI

My Custom Report

Location: County Road 21
Address: 166 Greenwood Drive, Essa, Ontario, Canada
Speed Limit: From schedule 50 km/h

Report Period: 10/01/2019 to 12/31/2019
Total Vehicle Count: 52930

Date/Time	Total Vehicles Count	Posted Speed Limit (KM/H)	Average Speed (KM/H)	Maximum Speed (KM/H)	85th Percentile Speed (KM/H)
2019-10-01	531	H 50	36	64	43
2019-10-02	547	H 50	36	70	43
2019-10-03	556	H 50	37	70	44
2019-10-04	553	H 50	38	58	45
2019-10-05	516	H 50	37	52	43
2019-10-06	471	H 50	37	63	43
2019-10-07	575	H 50	37	64	44
2019-10-08	591	H 50	37	61	43
2019-10-09	589	H 50	36	55	42
2019-10-10	585	H 50	37	59	44
2019-10-11	631	H 50	37	59	44
2019-10-12	485	H 50	38	58	45
2019-10-13	411	H 50	38	62	44
2019-10-14	403	H 50	38	58	45
2019-10-15	617	H 50	38	56	44
2019-10-16	627	H 50	37	65	44
2019-10-17	579	H 50	38	63	45
2019-10-18	655	H 50	37	62	44
2019-10-19	583	H 50	38	59	45
2019-10-20	496	H 50	39	68	46
2019-10-21	594	H 50	37	65	44
2019-10-22	587	H 50	38	66	44
2019-10-23	602	H 50	38	59	45
2019-10-24	527	H 50	38	61	45
2019-10-25	666	H 50	38	62	45
2019-10-26	596	H 50	39	62	46
2019-10-27	486	H 50	38	57	46
2019-10-28	556	H 50	38	60	44
2019-10-29	578	H 50	37	56	44
2019-10-30	604	H 50	39	56	46
2019-10-31	678	H 50	37	61	45
2019-11-01	592	H 50	39	63	45
2019-11-02	582	H 50	39	66	46
2019-11-03	504	H 50	40	66	46

52

72

78

2019-11-04	381	H 50	39	60	45
2019-11-05	609	H 50	38	66	45
2019-11-06	578	H 50	38	59	45
2019-11-07	574	H 50	38	61	44
2019-11-08	625	H 50	39	58	46
2019-11-09	556	H 50	41	71	47
2019-11-10	500	H 50	41	67	47
2019-11-11	602	H 50	35	58	42
2019-11-12	559	H 50	33	51	38
2019-11-13	577	H 50	33	50	40
2019-11-14	599	H 50	35	66	41
2019-11-15	653	H 50	39	66	46
2019-11-16	574	H 50	41	81	47
2019-11-17	488	H 50	41	62	H 48
2019-11-18	536	H 50	37	63	44
2019-11-19	567	H 50	39	H 83	46
2019-11-20	589	H 50	39	61	46
2019-11-21	631	H 50	39	71	46
2019-11-22	626	H 50	40	62	47
2019-11-23	641	H 50	40	70	46
2019-11-24	511	H 50	41	58	H 48
2019-11-25	524	H 50	39	63	46
2019-11-26	629	H 50	40	68	47
2019-11-27	561	H 50	39	65	46
2019-11-28	641	H 50	40	77	47
2019-11-29	660	H 50	40	69	H 48
2019-11-30	599	H 50	41	70	H 48
2019-12-01	495	H 50	37	66	44
2019-12-02	621	H 50	38	60	45
2019-12-03	643	H 50	39	65	46
2019-12-04	585	H 50	37	58	45
2019-12-05	605	H 50	38	67	44
2019-12-06	679	H 50	35	64	42
2019-12-07	587	H 50	38	68	44
2019-12-08	550	H 50	39	63	46
2019-12-09	594	H 50	40	62	47
2019-12-10	601	H 50	39	64	46
2019-12-11	679	H 50	39	59	46
2019-12-12	653	H 50	40	69	47
2019-12-13	684	H 50	40	73	47
2019-12-14	441	H 50	37	57	43

53

2019-12-15	515	H 50	38	62	44
2019-12-16	608	H 50	38	58	45
2019-12-17	649	H 50	40	67	47
2019-12-18	614	H 50	35	58	41
2019-12-19	672	H 50	36	62	42
2019-12-20	H 752	H 50	37	60	44
2019-12-21	530	H 50	36	71	43
2019-12-22	512	H 50	39	59	46
2019-12-23	641	H 50	40	59	47
2019-12-24	644	H 50	40	70	46
2019-12-25	344	H 50	H 42	74	H 48
2019-12-26	432	H 50	40	64	47
2019-12-27	503	H 50	41	66	H 48
2019-12-28	535	H 50	41	64	47
2019-12-29	472	H 50	41	64	47
2019-12-30	512	H 50	41	72	H 48
2019-12-31	637	H 50	38	60	45
Summary	Sum:52930		Avg:38 km/h		Avg:45 km/h

* **H** - highest value in the column, **bolded H** is highest H value in report

** "n/a" - means the sign did not collect any data at the time stipulated in the report. "n/a" values are NOT included in calculations.

Generated on 2020-01-29 13:58:08

SafePace Cloud powered by Web Director

54

75



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: TR001-20
DATE: February 5, 2020
TO: Committee of the Whole
FROM: Carol Traynor, Manager of Finance
SUBJECT: 2019 Audit Engagement Letter

RECOMMENDATION

That Staff Report TR001-20 be received; and

That the 2019 Audit Engagement letters from Baker Tilly KDN LLP formally Collins Barrow Kawartha be received, accepted, signed and returned to the audit firm.

BACKGROUND

Baker Tilly KDN LLP has provided the usual audit engagement letters for the year ended December 31, 2019.

One letter is addressed to the Members of Council of the Township of Essa. Baker Tilly state the following in this letter: "This report is intended solely for the use of Council and should not be distributed without our prior consent." [A copy of the engagement letter addressed to Member of Council as required under the Canadian Auditing Standards is distributed to Council members only.] Two members of Council are asked to sign page 9 of this letter and provide an answer to the question on page 9 by circling YES or NO.

The second letter is addressed to the Township of Essa to the attention of Colleen Healey-Dowdall CAO. [attached] This letter requires the signature of the CAO.

FINANCIAL IMPACT

The fees for audit services outlined in the letter addressed to the Township of Essa found on page 8 are \$25,000 plus HST. This amount is included in the 2020 budget.

SUMMARY/OPTIONS

Council may:

1. Take no further action.
2. Accept, sign and return the 2019 Audit Engagement letters to Baker Tilly KDN LLP.
3. Direct the Manager of Finance as Council deems appropriate.



CONCLUSION

Option #2 is recommended.

Respectfully submitted:

Reviewed by:

Carol Traynor
Manager of Finance

Colleen Healey-Dowdall
CAO

Attachment: [Audit Engagement letter for year ended December 31, 2019 – 14 pages]

January 20, 2020

Township of Essa
5786 Simcoe County Road # 21
Utopia, Ontario
L0M 1T0

Baker Tilly KDN LLP
272 Charlotte St.
Peterborough, ON
Canada K9J 2V4

T: (705) 742-3418
F: (705) 742-9775

www.bakertilly.ca

Attention: Colleen Healy-Dowdall, CAO

Baker Tilly KDN LLP, the "Firm", is pleased to be appointed auditor of the Township of Essa (the "Township") for the year ending December 31, 2019. The purpose of this letter is to outline the terms of our engagement to audit the consolidated financial statements of the Township of Essa, which comprise the consolidated statement of financial position as at December 31, 2019 and the consolidated statements of operations and accumulated surplus, net financial assets and cash flows for the year then ended, and notes to the consolidated financial statements, including a summary of significant accounting policies. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

Objective, Scope and Limitations

The objectives of our audit are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these consolidated financial statements.

We will conduct our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements. As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit.

It is important to recognize that an auditor cannot obtain absolute assurance that material misstatements in the consolidated financial statements will be detected because of:

- (a) Factors such as use of judgement, and the use of testing of the data underlying the consolidated financial statements;
- (b) Inherent limitations of internal control; and
- (c) The fact that much of the audit evidence available to the auditor is persuasive rather than conclusive in nature.

ASSURANCE • TAX • ADVISORY

Baker Tilly KDN LLP is a member of Baker Tilly Canada Cooperative, which is a member of the global network of Baker Tilly International Limited. All members of Baker Tilly Canada Cooperative and Baker Tilly International Limited are separate and independent legal entities.

Peterborough

Courtice

57

Lindsay

Cobourg

8A

Furthermore, because of the nature of fraud, including attempts at concealment through collusion and forgery, an audit designed and executed in accordance with Canadian generally accepted auditing standards may not detect a material fraud. Further, while effective internal control reduces the likelihood that misstatements will occur and remain undetected, it does not eliminate that possibility. For these reasons, we cannot guarantee that fraud, error, irregularities or illegal acts, if present, will be detected when conducting an audit in accordance with Canadian generally accepted auditing standards.

Content of Auditor's Report

Unless unanticipated difficulties are encountered, our report will be substantially in the following form:

INDEPENDENT AUDITOR'S REPORT

To the Members of Council, Inhabitants and Ratepayers of the Township of Essa

Opinion

We have audited the consolidated financial statements of the Township of Essa and its local boards, (the "Township"), which comprise the consolidated statement of financial position as at December 31, 2019 and the consolidated statements of operations and accumulated surplus, net financial assets and cash flows for the year then ended, and notes to the consolidated financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the consolidated financial position of the Township as at December 31, 2019, and its results of consolidated operations, changes in its consolidated net financial assets, and its consolidated cash flows for the year then ended in accordance with Canadian Public Sector Accounting Standards.

Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are independent of the Township in accordance with the ethical requirements that are relevant to our audit of the consolidated financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Responsibilities of Management and Those Charged with Governance for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with Canadian Public Sector Accounting Standards, and for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

82

In preparing the consolidated financial statements, management is responsible for assessing the Township's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Township or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Township's financial reporting process.

Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these consolidated financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Township's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Township's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the consolidated financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Township to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the consolidated financial statements, including the disclosures, and whether the consolidated financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

8a

- Obtain sufficient appropriate audit evidence regarding the consolidated financial information of the entities or business activities within the Township to express an opinion on the consolidated financial statements. We are responsible for the direction, supervision and performance of the group audit. We remain solely responsible for our audit opinion.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Chartered Professional Accountants
Licensed Public Accountants
Peterborough, Ontario
Date

If our opinion on the financial statements is other than unqualified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form, or have not formed, an opinion, we may decline to express an opinion as a result of this engagement.

Use, Distribution and Publication / Reproduction of Financial Statements

The examination of the consolidated financial statements and the issuance of our audit opinion are solely for the use of the Township of Essa and those to whom our report is specifically addressed by us. We make no representations of any kind to any third party in respect of these consolidated financial statements and we accept no responsibility for their use by any third party.

Where our report is reproduced in any medium, the complete consolidated financial statements, including notes, must also be presented. Management is responsible for the accurate reproduction of the consolidated financial statements, the auditor's report and other related information contained in an annual report or other public document (electronic or paper based). This includes any incorporation by reference to either full or summarized consolidated financial statements that we have audited. We are not required to read the information contained in your website, or to consider the consistency of other information in the electronic site with the original document.

We ask that our name be used only with our consent and that any information to which we have attached a communication be issued with that communication unless otherwise agreed to by us.

Our Responsibilities

We will perform our audit in accordance with Canadian generally accepted auditing standards. We will:

- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies in internal control relevant to the audit of the consolidated financial statements that we have identified during the audit.

- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Township's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the consolidated financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Township to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the consolidated financial statements, including the disclosures, and whether the consolidated financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

One of the underlying principles of the profession is a duty of confidentiality with respect to client affairs. Accordingly, except for information that is in or enters the public domain, we will not provide any third party with confidential information concerning the affairs of the Township of Essa without the Township of Essa's prior consent, unless required to do so by legal, regulatory, administrative or other authority, or the Code of Professional Conduct applicable to us.

We will communicate in writing to Council the relationships between our firm and the Township of Essa, including related entities that, in our professional judgement, may reasonably be thought to bear on our independence. Further, we will confirm our independence with respect to the Township of Essa within the meaning of the applicable Provincial Code of Professional Conduct and information on relevant safeguards designed to ensure the auditor's continued independence.

The objective of our audit is to obtain reasonable assurance that the consolidated financial statements are free of material misstatement. However, if we identify any of the following matters, they will be communicated to the appropriate level of management:

- (a) Misstatements, resulting from error, other than trivial errors;
- (b) Fraud or any information obtained that indicates that a fraud may exist;
- (c) Any evidence obtained that indicates that an illegal or possibly illegal act, other than one considered inconsequential, has occurred;
- (d) Significant weaknesses in the design or implementation of internal control to prevent and detect fraud or error; and
- (e) Related party transactions identified by us that are not in the normal course of operations and that involve significant judgements made by management concerning measurement or disclosure.

We may also communicate certain additional matters to Council and the appropriate members of management. Such matters include:

- (a) Our professional judgements on the qualitative aspects of accounting principles used in the Township of Essa's financial reporting, including:
 - (i) The initial selection of and changes in significant accounting policies and their application, including the adoption of new accounting policies;

8a

- (ii) The effect of significant accounting policies in controversial and emerging areas, or those unique to your industry;
 - (iii) The existence of acceptable alternative policies and methods, and the acceptability of the particular policy or method used by management; and
 - (iv) The issues involved, and related judgements made by management, in formulating particularly sensitive accounting estimates and disclosures and the basis for our conclusions regarding the reasonableness of those estimates in the context of the consolidated financial statements taken as a whole.
- (b) Uncorrected misstatements aggregated by us during our audit that were determined by management to be immaterial, both individually and in the aggregate, to the consolidated financial statements taken as whole;
 - (c) Any disagreements with management, whether or not satisfactorily resolved, about matters that individually or in total could be significant to the consolidated financial statements or our report;
 - (d) Our views about any matters that were the subject of management's consultation with other accountants about auditing and accounting matters;
 - (e) Major issues that we discussed with management in connection with the retention of our services, including, among other matters, any discussions regarding the application of accounting principles and auditing standards; and
 - (f) Any serious difficulties that we encountered in dealing with management in the performance of the audit.

The matters communicated will be those that we identify during the course of our audit. Audits do not usually identify all matters that may be of interest to management in discharging its responsibilities. The type and significance of the matter to be communicated will determine the level of management to which the communication is directed.

We will consider the Township of Essa's internal control to identify types of potential misstatements, consider factors that affect the risks of material misstatement, and design the nature, timing and extent of further audit procedures. This consideration will not be sufficient to enable us to render an opinion on the effectiveness of internal control over financial reporting.

At the end of the engagement, we will provide management or others so designated with our recommendations designed to help make improvements in your internal control structure and operation. This communication will be in a mutually agreeable format and will include only those matters that came to our attention during our audit.

Management's Responsibilities

Management is responsible for:

Financial Statements

- (a) The preparation and fair presentation of the Township of Essa's consolidated financial statements in accordance with Canadian Public Sector Accounting Standards;

Completeness of information

- (b) Providing us with and making available complete financial records and related data, and copies of all minutes of meetings of council and committees, as applicable;
- (c) Providing us with information relating to any known or probable instances of non compliance with legislative or regulatory requirements, including financial reporting requirements;
- (d) Providing us with information relating to any illegal or possibly illegal acts, and all facts related thereto;
- (e) Providing us with information regarding all related parties and related party transactions;
- (f) Any additional information that we may request from management for the purpose of this audit;
- (g) Providing us with unrestricted access to persons within the Township from whom we determine it necessary to obtain audit evidence;

Fraud and error

- (h) Internal control that management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error;
- (i) An assessment of the risk that the consolidated financial statements may be materially misstated as a result of fraud;
- (j) Providing us with information relating to fraud or suspected fraud affecting the Township involving:
 - (i) Management;
 - (ii) Employees who have significant roles in internal control; or
 - (iii) Others, where the fraud could have a non trivial effect on the consolidated financial statements;
- (k) Providing us with information relating to any allegations of fraud or suspected fraud affecting the Township's consolidated financial statements communicated by employees, former employees, analysts, regulators or others;
- (l) Communicating its belief that the effects of any uncorrected financial statement misstatements aggregated during the audit are immaterial, both individually and in the aggregate, to the consolidated financial statements taken as a whole;

Recognition, measurement and disclosure

- (m) Providing us with its assessment of the reasonableness of significant assumptions underlying fair value measurements and disclosures in the consolidated financial statements;
- (n) Providing us with any plans or intentions that may affect the carrying value or classification of assets or liabilities;
- (o) Providing us with information relating to the measurement and disclosure of transactions with related parties;
- (p) Providing us with an assessment of all areas of measurement uncertainty known to management that are required to be disclosed in accordance with Canadian Public Sector Accounting Standards;

82

- (q) Providing us with information relating to claims and possible claims, whether or not they have been discussed with the Township of Essa's legal counsel;
- (r) Providing us with information relating to other liabilities and contingent gains or losses, including those associated with guarantees, whether written or oral, under which the Township of Essa is contingently liable;
- (s) Providing us with information on whether the Township of Essa has satisfactory title to assets, whether liens or encumbrances on assets exist, or assets are pledged as collateral;
- (t) Providing us with information relating to compliance with aspects of contractual agreements that may affect the consolidated financial statements;
- (u) Providing us with information concerning subsequent events;
- (v) Providing us with representations on specific matters communicated to us during the engagement;

Written confirmation of significant representations

- (w) Providing us with written confirmation of significant representations provided to us during the engagement on matters that are:
 - (i) Directly related to items that are material, either individually or in the aggregate, to the consolidated financial statements;
 - (ii) Not directly related to items that are material to the consolidated financial statements but are significant, either individually or in the aggregate, to the financial statements; and
 - (iii) Relevant to management's judgements or estimates that are material, either individually or in the aggregate, to the consolidated financial statements.

Preparation of Schedules/ Assistance Requested

We understand that you and/or your employees will prepare agreed upon schedules and will locate requested documents for our use at dates agreed upon prior to commencement of our audit.

This assistance will facilitate our work and will help to minimize our costs. Any failure to provide these working papers or documents on a timely basis, may impede our services, and require us to suspend our services or withdraw from the engagement.

Fees

Our fixed fee for the services outlined in this letter is \$25,000 plus HST. The fixed fee includes the following:

- Independent auditor's report

If we are required to prepare the consolidated financial statements, the Financial Information Return, other reports or perform accounting services such as assistance with working papers and journal entry preparation, fees for these services will be billed in addition to the above amount.

If significant additional time is necessary, we will discuss the reasons with you and agree on a revised fee estimate before we incur the additional costs.

Invoices unpaid 30 days past the billing date may be deemed delinquent, and are subject to an interest charge of 18% per annum (or as set out on the invoice). We reserve the right to suspend our services or to withdraw from this engagement in the event that any of our invoices are deemed delinquent. In the event that any collection action is required to collect unpaid balances due us, you agree to reimburse us for our costs of collection, including lawyers' fees.

We will use all reasonable efforts to complete the performance of the services described in this engagement letter within the agreed upon time frame. However, we shall not be liable for failures or delays in performance that arise from causes beyond our control, including cooperation from management, timely performance by the Township of its obligations to provide necessary information outlined in our year-end letter, quality of financial and other information, full cooperation and access to the Township's team members during our audit, and the prompt supply of any additional documentation requested during the audit fieldwork. Significant delays will have a significant impact on our fees and the agreed upon delivery date.

Any other work undertaken by us will be billed separately.

Other Services

If requested by you, we will, as allowed by the Rules of Professional Conduct, prepare other special reports as required. Management will provide the information necessary to complete these reports and will file them with the appropriate authorities on a timely basis.

Term

The above terms of our engagement will be effective from year to year until amended or terminated in writing.

Terms and Conditions

The attached Terms and Conditions are incorporated into, and form an integral part of this engagement letter.

88

Conclusion

We are proud to serve as auditor of the Township of Essa and we appreciate your confidence in our work. If the services outlined herein are in accordance with your requirements and if the above terms are acceptable, please have one copy of this letter signed in the space provided below and return it to us.

Yours very truly,

Baker Tilly KDN LLP

Richard Steiginga, CPA, CA
Partner

The services and terms set out in this engagement letter are as agreed.

Township of Essa

Per: _____

Name: Colleen Healy-Dowdall

Title: CAO

8a

Terms and Conditions

These terms and conditions are an integral part of the engagement letter (collectively, the "Engagement Letter") to which they are attached. In the event of any conflict between these terms and conditions and the engagement letter to which they are attached, the terms of such engagement letter shall govern.

Privacy

It is hereby acknowledged that in order to complete our engagement as auditor, we may be required to access or have access to personal information in your possession. Our services are provided based on the following:

- a) You represent that before we access this personal information, you have obtained the necessary consents for the collection, use and disclosure of this personal information as required under the applicable privacy legislation; and
- b) We will collect and utilize this personal information only for the purpose of completing this engagement. Any information collected will be subject to our Privacy Policy, which is available online at our website, or in hard copy from the privacy officer in our office.

Working Papers

The working papers, files, other materials, reports and work created, developed, or performed by us in conjunction with this engagement remain the property of the Firm and will be retained by the Firm in accordance with the Firm's policies and procedures.

File Inspections

In accordance with professional regulations and firm policy, our client files must periodically be reviewed by practice inspectors and by other firm personnel to ensure that the Firm is adhering to professional and firm standards. File reviewers are required to maintain confidentiality of client information.

Indemnification

You hereby agree to release, indemnify and hold harmless the Firm and its partners, agents, officers and employees, from and against any and all losses, costs (including solicitors' fees), damages, expenses, claims, demands or liabilities arising out of or in consequence of:

- (a) a breach by the Township of Essa, or its members of Council, officers, or employees, of any of the provisions herein;
- (b) any misrepresentation by your management; and
- (c) the services performed by us pursuant to this engagement,

unless, and to the extent that, such losses, costs, damages and expenses are found by a court to have been due to the negligence, willful misconduct or dishonesty of the Firm.

This release and indemnification will survive termination of this engagement letter.

Limitation of Liability

You agree that any and all claims you may have against our Firm or its professional staff arising out of all services provided to the Township of Essa by us, whether in contract, negligence, or otherwise known to law, shall be regarded as one claim and our liability to the Township shall be limited to the lesser amount of \$150,000 or the amount of our professional liability insurance in effect as at the date of the claim being made known to us and only to the extent that such insurance is available to satisfy any claim. If this limit of liability is insufficient for your purposes, we would be pleased to discuss with you a different limit that may result in our charging a higher fee.

You expressly agree that the Township will not bring any proceedings in any court of any jurisdiction advancing any claim against our professional staff and employees.

You expressly agree that any liability our Firm may have to you shall not be joint and several with any other party, but shall be several, and limited to the percentage or degree of our fault in proportion to the fault or wrongdoing of all persons who contributed to the loss.

You expressly agree that any and all claims, whether in contract, negligence, or otherwise known to law arising out of our professional services under this engagement vest exclusively in the Township of Essa, and you agree to wholly indemnify and hold harmless our Firm and its professional staff from any and all claims that may be brought against our Firm or its professional staff by any elected official, director or officer of the Township in any way arising out of or connected to our services provided to you.

You agree that our liability for all claims you may have or bring in connection with the professional services rendered arising out of or ancillary to this agreement shall absolutely cease to exist after a period of four years from the date of:

- a) Performance of this engagement;
- b) Delivery to the Township of our Independent Auditor's Report, your financial statements, or the completion of the preparation of any tax filing with any government authority;
- c) Suspension or abandonment of this engagement; or
- d) Termination of our services pursuant to this agreement,

whichever shall occur first, regardless of whether you were aware of the potential for making a claim against us within that period. Following the expiration of the aforesaid period, you agree that neither you, your agents or assigns shall make any claim or bring any proceeding against us.

8a

Limited Liability Status - Partnership

The Firm is a registered Limited Liability Partnership ("LLP") established under the laws of the Province of Ontario and, where applicable, has been registered extraprovincially under provincial legislation. The Firm is a partnership, but its partners have limited liability. Individual partners are only personally liable for losses arising from the partner's own negligent or wrongful acts, or if the partner was aware of another partner or employees' error or omission and did not take the actions that a reasonable person would take to prevent it.

Alliance of Independent Firms

We are a member of Baker Tilly Canada Cooperative, an association of independently owned and operated accounting firms in Canada some of which practice under a common name and that sponsor a number of programs to enhance the ability of the members to be of service to their respective clients nationally and internationally. The national association is not an accounting firm and our practice is not integrated with that of any of the other members. Baker Tilly is a registered trademark of the Baker Tilly Canada Cooperative used under license. We at the Firm are solely responsible for the professional engagement covered by this letter.

Baker Tilly Canada Cooperative is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Neither Baker Tilly Canada Cooperative nor Baker Tilly KDN LLP are Baker Tilly International's agents and do not have authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly Canada Cooperative, Baker Tilly KDN LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under licence from Baker Tilly International Limited.

Costs of Responding to Government Inspection, etc.

If, with respect to this engagement or related services, the Firm is required by government regulation, subpoena, or other legal, investigative, administrative or other process to produce our working papers, or to respond to information or other requests, the Firm will bill the time incurred based on our standard hourly rates plus applicable taxes and disbursements. This paragraph shall survive termination of the Engagement Letter.

Termination

If we elect to terminate our services for non-payment, or for any other reason provided for in this letter, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended, and to reimburse us for all of our out of pocket costs, through the date of termination.

Should the Township of Essa not fulfill its obligations toward the Firm under the agreement, particularly those set out under the heading "Management's Responsibilities", and in the event that the Township of Essa fails to remedy such default within thirty days following receipt of a notice from the Firm to this effect, the Firm may, without prejudice to its other rights and recourses, and without any further notice, cease providing services hereunder and consider the present agreement terminated. In such case, the Firm will not be responsible for any loss, costs, expenses or damages resulting from such termination.

Severability

If any provisions of this Engagement Letter are determined to be invalid or unenforceable, the remaining provisions shall remain in effect and be binding to the fullest extent permitted by law.

Governing Law, Attornment

This Engagement Letter is subject to and governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein and shall for all purposes be interpreted as a contract of this Province. Each party agrees that any action or proceeding relating to this Engagement Letter shall be brought in any court of competent jurisdiction in a court of this Province and irrevocably waives any right to, and will not, oppose (i) any such Provincial action or proceeding on any jurisdictional basis and (ii) the enforcement against it in any other jurisdiction of any judgment or order duly obtained from a court of this Province.

Security of Electronic Communication

During the engagement we may from time to time communicate with you electronically. However, as you are aware, the electronic transmission of information cannot be guaranteed to be secured or error free and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. We shall not have any liability to you arising from or in connection with the electronic communication of information to you during or as a result of its electronic transmission outside of the Firm's electronic environment. If the communication relates to a matter of significance and there are concerns about possible effects of electronic transmission a hard copy of such transmission should be requested from us.

Timely Performance

The Firm will use all reasonable efforts to complete the performance of the services described in this engagement letter within the agreed upon time frame. However, the Firm will not be liable for failures or delays in performance that arise from causes beyond our control, including cooperation from management, timely performance by you of your obligations to provide necessary information, quality of financial and other information, full cooperation and access to the Township's team members during the engagement and the prompt supply of any additional documentation requested during the engagement. Significant delays will have a significant impact on our fees and the agreed upon delivery date.



8a

Aggregated Data

Notwithstanding any other provision of this Engagement Letter, the Firm may create Aggregated Data regarding the purchase and use of products and services by you or the Township from the Firm and may use and disclose Aggregated Data in any manner and for any purpose (commercial or otherwise) whatsoever, without any notice, compensation or attribution to you, the Township or any other person. In this Engagement Letter, "Aggregated Data" means data that has been aggregated or otherwise depersonalized so that the information does not identify a specific client or other person or organization.

Cloud Service Providers

The Firm uses commercially available cloud service providers to assist the Firm in the provision of information, products and services to its clients, to provide services to the Firm, to assist the Firm to use personal information as set out in the Privacy Policy and as otherwise permitted by applicable law. To the extent you provide us with your personal information, we will handle your personal information in accordance with our Privacy Policy, available online at our website or in hard copy from the privacy officer in our office.

9a



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: C003-20

DATE: February 5, 2020

TO: Committee of the Whole

FROM: Lisa Lehr, Clerk

SUBJECT: Request for Sponsorship – Canadian Armed Forces Day and Air Show

RECOMMENDATION

That Staff Report C003-20 be received, and

That Council consider approving a sponsorship in the amount of \$ _____ for the 2020 Biennial Canadian Armed Forces Day and Air Show.

BACKGROUND

In 2016, Council sponsored the Borden Bicentennial Ball by contributing \$5,000.00 towards a Gold sponsorship. This event hosted more than 45, 000 spectators.

In 2018, Council sponsored the Canadian Armed Forces Day and Air Show at the contributing level (\$4,000.00 + HST). Benefits of the sponsorship included a 10' x 10' display space, recognition on the event website (www.bordenairshow.ca) and on social media, in addition to advertising in the commemorative event program. Additionally, the Township Banner which was created specifically for support of the Canadian Armed Forces and Base Borden was on display for the duration of the weekend.

COMMENTS AND CONSIDERATIONS

The Clerk's Department is in receipt of a request from CFB Base Borden for Council's consideration once again in sponsoring the Biennial Canadian Armed Forces Day and Air Show, which is scheduled to be held on June 13 and 14, 2020. This event is expected to attract more than 30,000 spectators over the course of the two days, and hosts an extensive number of military ground displays, army vehicles and specialty events. Additionally, the Air Show features the Canadian Forces Snowbirds, the CF-18 Hornet Fighter Jet, and the Canadian Forces SkyHawks Parachute Team, in addition to multiple civilian performers. It also allows for those in attendance to interact with military personnel at ground level displays.

Attachment No. 1 contains a listing of sponsorship opportunities for Council's review and consideration.

FINANCIAL IMPACT

The financial impact is dependent on Council's decision.

Funds were not included for a sponsorship of this event in the 2020 Budget.

SUMMARY/OPTIONS

9a

Council may:

1. Take no further action.
2. Approve a contribution in the amount of \$ _____ towards the Canadian Armed Forces Day and Air Show.

CONCLUSION

Staff recommends Option No. 2.

Respectfully submitted:



Lisa Lehr
Clerk

Reviewed by:



Colleen Healey-Dowdall
Chief Administrative Officer

Attachments:

1. E-mail from forces.gc.ca dated January 10, 2020, re: 2020 Borden Canadian Armed Forces Day and Air Show Sponsorship Request

9a

Lisa Lehr

From: Pamela.Brooks@forces.gc.ca
Sent: January 10, 2020 2:11 PM
To: Lisa Lehr
Subject: 2020 Borden CAF Day & Air Show Sponsorship Request - Township of Essa
Attachments: 2020 Borden CAF Day & Air Show letter Township of Essa.pdf; 2020 Borden CAF Day & Airshow Sponsorship Guide.pdf

Hello Lisa,

Thank you for your time on the phone yesterday to discuss the 2020 Borden Canadian Armed Forces Day & Air Show (June 13 & 14).

As requested, I have attached a letter addressed to the Mayor and Members of Council of the Township of Essa requesting sponsorship of the event. I have also attached the event sponsorship guide.

Please let me know if there are any questions. Thank you again for your assistance!

Pam Brooks

Corporate Services Coordinator, Personnel Support Programs, CFB Borden

Canadian Forces Morale & Welfare Services (CFMWS)

Department of National Defence / Government of Canada

pamela.brooks@forces.gc.ca / Tel: [705-424-1200](tel:705-424-1200) x 1352 / CSN: 270-1352

Cell: [705-794-0760](tel:705-794-0760)

Coordonnatrice des services intégrés, Programmes de soutiens du personnel, BFC Borden

Services de bien-être & morale des Forces canadiennes (SBMFC)

Ministère de la Défense nationale / Gouvernement du Canada

pamela.brooks@forces.gc.ca / Tél: [705-424-1200](tel:705-424-1200) x 1352 / RCCC : 270-1352

Cell: [705-794-0760](tel:705-794-0760)

www.cafconnection.ca/borden

www.bordencitizen.com

www.cfappreciation.ca

www.bordenairshow.ca

1
72

9a



Township of Essa
 5786 Simcoe County Road 21
 Utopia ON L0M 1T0

January 10, 2020

Your Worship and Members of Council of the Township of Essa,

Canadian Forces Base (CFB) Borden will host its biennial Canadian Armed Forces Day and Air Show on Saturday, June 13th and Sunday, June 14th, 2020. This event attracts more than 30,000 spectators from Simcoe County and beyond. Attendees are invited to interact with military personnel at ground displays and in army vehicles and aircraft. The afternoon air show will feature the Canadian Forces Snowbirds, the CF-18 Hornet Fighter Jet, the Canadian Forces SkyHawks Parachute Team and multiple civilian performers.

In 2018, the Township of Essa sponsored the event at the Contributing level (\$4000 + HST). The benefits included a 10'x10' display space, recognition on the event website (www.bordenairshow.ca) and on social media, advertising in the commemorative event program (5000 copies) and more.

We respectfully request that you considering sponsoring the event again this year. The 2020 Sponsorship Guide is enclosed for your review.

On behalf of the Canadian men and women at CFB Borden who proudly serve our county, thank you for your consideration!

Kind regards,

Pam Brooks
 Corporate Services Coordinator
 Personnel Support Programs (PSP)
 CFB Borden
Pamela.brooks@forces.gc.ca

Tel (705) 424-1200 x 1352

PSP Communications
 48 Rafah Crescent, Bldg S-138
 Borden ON L0M 1C0

73

99

2020

BORDEN

Canadian Armed Forces Day and Airshow

Journée des Forces armées canadiennes - spectacle aérien



13 & 14 JUNE 2020

Sponsorship Guide

www.bordenairshow.ca

9a

BORDEN

Canadian Armed Forces Day and Airshow
Journée des Forces armées canadiennes et spectacle aérien



A MODERN MILITARY ON DISPLAY

Each year, Canadian Forces Base (CFB) Borden trains 18,000 soldiers, sailors, and aviators to meet the challenges of modern security, warfare and peacekeeping.

The Borden Canadian Armed Forces Day and Air Show is an opportunity to view military aircraft, vehicles and equipment up close and meet the men and women who use these tools to get the job done!



CFB BORDEN IS A PART OF YOUR COMMUNITY

CFB Borden actively participates and gives back to the community.

GCWCC (GOVERNMENT OF CANADA WORKPLACE CHARITABLE CAMPAIGN)

M.A.S.H. BASH

BARRIE DRAGON BOAT FESTIVAL

LOCAL FOOD BANKS

TERRY FOX FOUNDATION

SEASONAL SHARING BASKET

HOCKEY-THON FOR SOLDIER ON

OPERATION RED NOSE



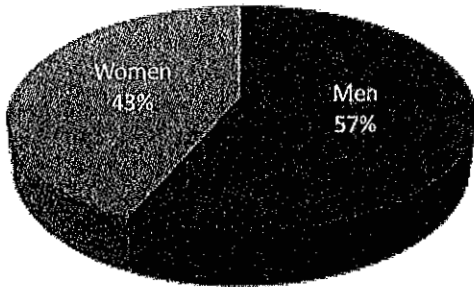
SPONSORSHIP GUIDE

Base Borden Canadian Armed Forces Day & Air Show - 13 & 14 June 2020

75

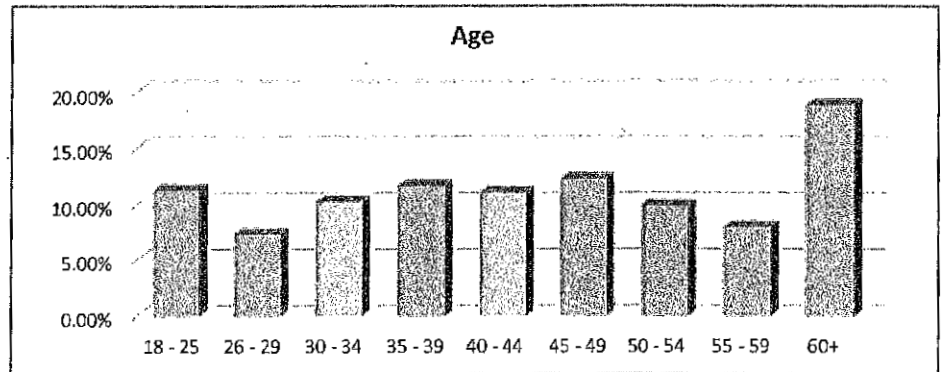
AIR SHOW AUDIENCE DEMOGRAPHICS*

Gender

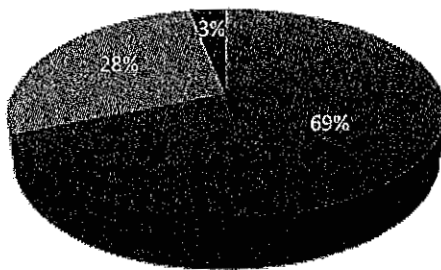


■ Men ■ Women

Age

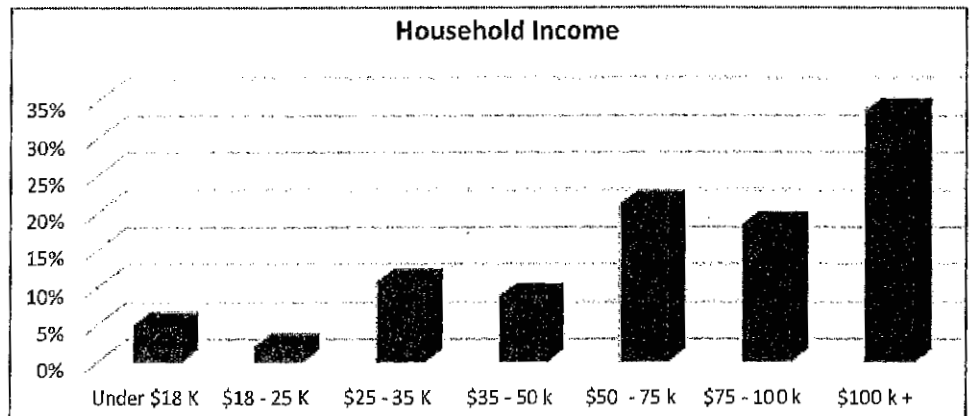


Home Ownership



■ Own ■ Rent ■ Other

Household Income

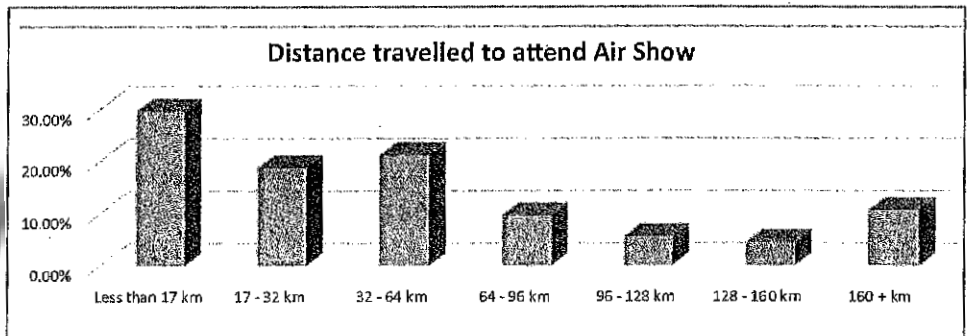


Education Level



■ Some high school ■ High school grad ■ Some college
 ■ 4 year degree ■ Post grad

Distance travelled to attend Air Show



*2016 ICAS Spectator Survey

SPONSORSHIP GUIDE



SHOWCASE YOUR BRAND AT ONE OF NORTH AMERICA'S MOST EXCITING AERIAL AND GROUND DISPLAY EVENTS!

- Achieve positive brand recognition with over 30,000+ spectators
- Engage a captive audience and senior military decision makers
- Demonstrate your support for the Canadian Armed Forces

ENDLESS OPPORTUNITIES

EVENT SPONSORSHIP

Opportunity for on-site brand activation, build brand awareness, take advantage of high traffic.

CORPORATE HOSPITALITY

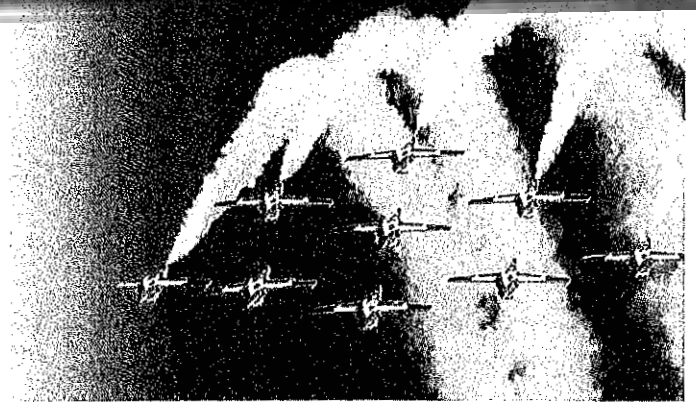
Leverage our VIP experience to invite groups and associates.

ADVERTISE

Engage military members and surrounding communities through digital advertising or Borden Citizen newspaper advertising and social media outlets.

SHOWCASE EXHIBIT

Differentiate your brand through a customized display during the spectacle and at many more events at CFB Borden i.e. Innovation & Training Expo.



LET US CUSTOMIZE A TAILORED PACKAGE FOR YOU.

9A

WEEKEND CORPORATE CABANAS AND A VIP EXPERIENCE

Provide an unforgettable VIP experience for the people who support your business! Corporate cabanas offer a front-row view of the air show and private seating for up to 25 guests each day. A catered buffet, complimentary beverage service and VIP parking passes are also included.

STARTING AT \$4500 (INCL. 25 GUESTS/DAY)



SOUVENIR PROGRAM ADVERTISING

Showcase your business inside 5000 souvenir programs filled with stunning photos of the aircraft on display and details about the military units and training establishments at CFB Borden.

INSIDE COVERS (2 AVAILABLE)

- Full page \$1500 + HST
- Half page \$ 900 + HST

INSIDE PAGES

- Full page \$1150 + HST
- Half page \$ 700 + HST
- Third page \$ 525 + HST
- Quarter page \$ 450 + HST
- Eighth page \$ 385 + HST

TO RESERVE YOUR SPACE AT THE EVENT OR IN THE PROGRAM, CONTACT OUR SPONSORSHIP COORDINATOR AT (705) 424-1200 X1352 OR SPONSORSHIP@BORDENAIRSHOW.CA.



78

9a

BORDENCanadian Armed Forces Day and Airshow
Journée des Forces armées canadiennes et spectacle aérien**2020 BORDEN CAF DAY & AIR SHOW SPONSORSHIP PACKAGES**

Contact our Sponsorship Coordinator at (705) 424-1200 x 1352 or sponsorship@bordenairshow.ca to confirm your sponsorship, or discuss a custom-made package.

SPONSORSHIP BENEFITS	PRESENTING SPONSOR \$20K +	PREMIER SPONSOR \$15K +	ASSOCIATE SPONSOR \$10K +	CONTRIBUTING SPONSOR \$5K +	SUPPORTING SPONSOR \$2K +
Recognition as "Presenting Sponsor" on event tickets and all event advertising (including radio, TV, print)	🍁				
Flyer (supplied) distributed at event gates	🍁				
10' x 20' corporate cabana for 25 guests/day including food, beverage service and VIP parking	🍁	🍁	🍁		
Invitations to Base Commander's reception on Friday, June 12	6	4	2		
Corporate banner (supplied) inside event gates	4	2	1		
Logo on event poster (500) displayed throughout Simcoe County	🍁	🍁	🍁		
Display area at event	20' x 20'	20' x 20'	20' x 20'	10' x 10'	
Public address recognition at event	🍁	🍁	🍁	🍁	
Advertisement in souvenir program (5000 copies)	Outside back cover	Full page	1/2 page	1/3 page	
Logo in souvenir program (5000 copies)	🍁	🍁	🍁	🍁	🍁
Logo in Borden Citizen newspaper event guide (7000 copies)	🍁	🍁	🍁	🍁	🍁
Hyperlinked logo on event website	🍁	🍁	🍁	🍁	🍁
Social media posts	8	6	4	2	Group Thank You
General admission passes				20	10
Recognition in post-event thank you in Borden Citizen newspaper	🍁	🍁	🍁	🍁	🍁
Other promotional opportunities as negotiated with our sponsorship team	🍁	🍁	🍁	🍁	🍁
BONUS: Trade show booth at Borden Innovation Symposium & Training Expo - MAY 2020	🍁	🍁			

SPONSORSHIP GUIDE

Base Borden Canadian Armed Forces Day & Air Show - 13 & 14 June 2020

79



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: C004-20
DATE: February 5, 2020
TO: Committee of the Whole
FROM: Lisa Lehr, Clerk
SUBJECT: Housekeeping Amendments – Site Alteration and Fill By-law 2019-84 Schedule “B”

RECOMMENDATION

That Staff Report C004-20 be received for information.

BACKGROUND

With respect to housekeeping amendments, the Township’s Procedural By-law 2017-77 states the following:

19 ADMINISTRATIVE AUTHORITY OF THE CLERK

19.1 The Clerk is authorized to amend by-laws, minutes and other Council and Committee documentation for technical, typographical or other administrative errors or omissions for the purpose of ensuring an accurate and complete record of the proceedings. This shall only be done where the intent of the By-law, minutes, and other Council and Committee documentation is not altered by the amendment, and the Clerk shall submit a report to Council to outline the housekeeping amendment.

COMMENTS AND CONSIDERATIONS

In accordance with Section 19.1 of the Procedural By-law 2017-77, the Clerk is granted the administrative authority to perform housekeeping amendments to By-laws, so long as the intent of the By-law is not altered. This report is being presented to Council for information in respect of a housekeeping amendment made to Schedule “B” of the Township’s Site Alteration and Fill By-law 2019-84 whereby the Clerk exercised this administrative authority. This By-law was passed by Council at its meeting of December 18, 2019.

The issue is that clerical errors were made in respect of the expiry dates that were reflected in Schedule B of the By-law (Column titled “Current/New Expiry Date”). This issue has now been corrected as a housekeeping amendment in accordance with provision 19.1 of the Township’s Procedural By-law 2017-77. The intent of By-law 2019-84 was not altered in any way by the amendment.

A letter has been mailed out to the affected permit holders.

FINANCIAL IMPACT

None.

9b

SUMMARY/OPTIONS

Council may:


1. Take no further action.
2. **Receive Staff Report C004-20 for information.**

CONCLUSION

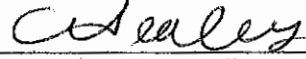
This report is for Council's information, and was drafted in accordance with the authority granted under section 19.1 of the Township's Procedural By-law 2017-77.

Respectfully submitted:

Reviewed by:



Lisa Lehr
Clerk



Colleen Healey-Dowdall
Chief Administrative Officer

Attachments:

- 1 - Copy of amended Schedule B to By-law 2019-84

BY-LAW NO 2019-84

SCHEDULE B

Active Fill Permit Address	Owner	Current/ New Expiry Date
1. 5786 8 th Line, RR#1 Egbert, ON L0L 1N0	Varcoe, Devin Bradley	February 28, 2020
2. 5555 8 th Line, RR#2 Cookstown, ON L0L 1L0	Cruz, Maria Celeste	May 21, 2020
3. 5934 8 th Line, RR#1 Egbert, ON L0L1N0	Gibbs, Sarah	July 1, 2020
4. 6612 County Road 56, RR#1 Egbert, ON L0L 1N0	Tombu, Nester	February 28, 2020
5. 8848 6 th Line Utopia, ON L0M 1T0	Smith, Eugene Michael	July 4, 2020
6. 7054 County Road 56, RR#1 Utopia, ON L0M 1T0	Cunningham, Glen Earl	February 28, 2020
7. 5833 30 th Sideroad Utopia, ON L0M 1T0	McKever, Steven George	July 1, 2020
8. 5283 9 th Line Cookstown, ON L0L 1L0	Faris, Allan Keith	July 1, 2020

1. Notwithstanding passage of this By-Law, any Permit issued by the Township pursuant to By-Law 2015-64 (repealed) listed in Schedule B herein, shall continue in effect until the expiry date, and on the terms set out in Schedule B herein.
2. All terms, obligations and requirements contained in By-Law 2015-64 (Repealed) shall apply to the Permits listed in Schedule B #1-8 herein, as part of the within By-law, until each of the respective expiry dates of the Permits as set out herein.



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: CAO004-20

DATE: February 5, 2020

TO: Committee of the Whole

FROM: Colleen Healey-Dowdall, Chief Administrative Officer

SUBJECT: Community Safety and Well-Being

RECOMMENDATION

That Staff Report CAO004-20 be received for information purposes; and

That Council consider to authorize preparing a Community Safety and Well-Being Plan with Adjala-Tosorontio and New Tecumseth, with assistance from the Nottawasaga OPP and the County of Simcoe taking the lead, at no cost to the Municipality.

BACKGROUND

In 2017/18, the Provincial government mandated a new requirement for municipalities to prepare and implement Community Safety and Well-Being (CSWB) Plans. The intent behind this initiative is to have municipalities work with all community agencies to develop a comprehensive, preventative strategy to reduce problems threatening our communities. For example, many problems such as mental health and drug addictions can lead to calls for emergency services once stressors trigger an incident and the idea behind the new plans is to address a number of issues before they cause a life-threatening incident. The new plans are intended to help people with social supports earlier on.

COMMENTS AND CONSIDERATIONS

The County was asked by a number of CAO's to assist municipalities to prepare plans since all lower tiers are required to do this. Duplication can be avoided in this instance by having the County coordinate plans and administer/delegate duties. As such, all Simcoe County municipalities will follow the same work plan and template for several "regional" CSWB Plans. (As an aside, this leads to the question: could the same be done with official plans and other planning documents?)

Attached are the Briefing Notes of the County of Simcoe dated January 16, 2020.

FINANCIAL IMPACT

None at this time. Staff will be asked to supply statistics and attend meetings. Report preparation for Council review.



SUMMARY/OPTIONS

Council may:

- 1. Take no further action and do not agree to working cooperatively on a CSWB Plan.
- 2. Adopt a recommendation and resolution to work cooperatively with neighbours, the Nottawasaga OPP and the County of Simcoe.
- 3. Direct staff to work with other partners and/or hire its own consultant at a cost of approximately \$75,000 (not budgeted in 2020 and plans due January, 2021).

CONCLUSION

Option #2 is recommended.

Respectfully submitted:



Colleen Healey-Dowdall
CAO

Attachments:

- January 16, 2020 Briefing Notes
- CSWB Planning PowerPoint Presentation

Community Safety and Well-Being

BRIEFING NOTE

Date	January 16, 2020
To	Geographical Municipal Coordinating Committee(s)
From	Colleen Simpson, Manager of 911 & Emergency Planning
TOPIC	Community Safety and Well-Being Plans

Geographical Municipal Groupings (GMGs)

SOUTH SIMCOE

Bradford West
Gwillimbury
Innisfil

NOTTAWASAGA

Adjala-Tosorontio
New Tecumseth
Essa

SOUTH GEORGIAN BAY

Collingwood
Wasaga
Clearview
Springwater

NORTH SIMCOE/ HURONIA

Penetanguishene
Midland
Tiny
Tay

COUCHICHING

Orillia
Oro
Ramara
Severn

PURPOSE: General update to the Geographical Municipal Coordinating Committees (GMCCs)

Background Information:

The Government of Ontario, under Bill 175, Safer Ontario Act 2018 requires that each municipality in the Province develop a Community Safety and Well-Being (CSWB) Plan by January 1, 2021.

Plans can be prepared individually or jointly with other municipalities. Each municipality must prepare, adopt, and post their plan 30 days prior to January 1, 2021.

CSWB planning supports a multisectoral approach to addressing local priorities. The planning looks at factors that support a sustainable community where citizen feel safe, have a sense of belonging, have access to services, and where individuals and families are able to meet their needs for education, health care, food, housing, income, and social and cultural expression.

Municipalities have been tasked with this because the Province believes that municipalities should take a leadership role in defining and addressing areas of risk for the citizens of their community.

Recognizing the associated workload in developing these plans, the CAO group asked the County to assist in this requirement. The County has engaged both internal and external resources.

Process / Developments

With the support of the County, the following is in progress:

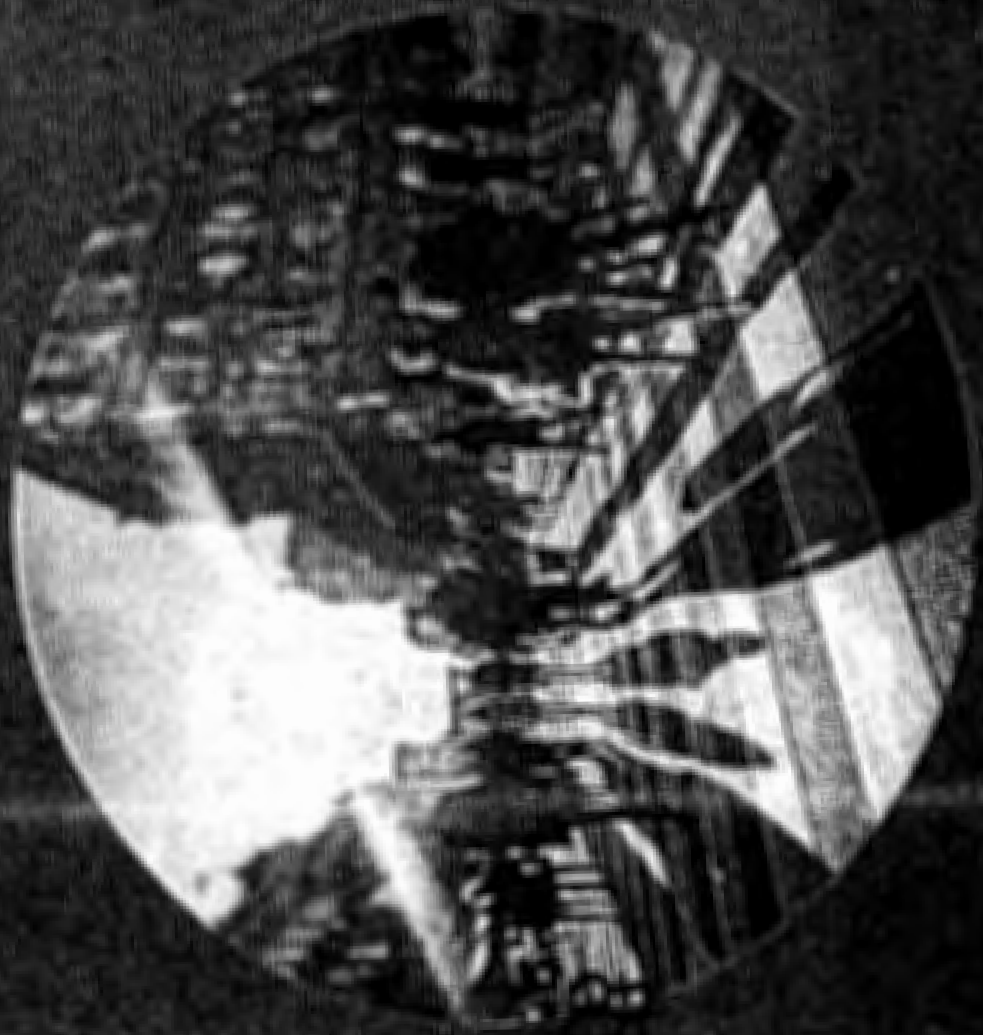
- Engagement of community partners (Advisory Body)
- Data collection, collation, and prioritization of community needs
- Engagement of citizens and stakeholders specific to the identified priorities
- Key strategies of identification
- Draft plan development

In January and February 2020, the priority areas for each municipal grouping will be shared with the Geographical Municipal Coordinating Committee(s), including municipal representatives and community stakeholders.

Key Considerations:

1. These plans will require the endorsement and adoption by each municipality. To facilitate this process, we have outlined the following key steps to move forward with planning:
 - a. Municipal Council review of the Community Safety and Well-being requirement and our coordinated and collaborative planning process.
 - b. Designated representation from each municipality to participate on the Geographical Municipal Coordinating Committee (GMCC) for their respective plan. These committees are responsible for communication of information and approvals throughout the process.

If you have any questions, concerns, or feedback, please do not hesitate to contact Colleen Simpson by calling (705) 726-9300, x 1155 or by email at Colleen.Simpson@simcoe.ca

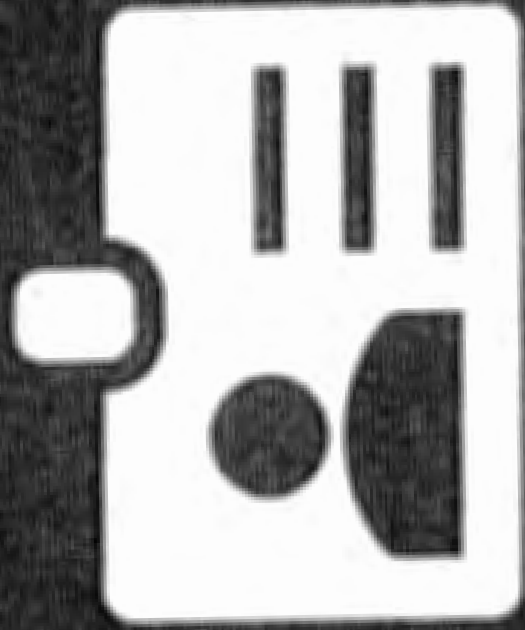


CSWB PLANNING

www.cswb.org
1-800-368-7272

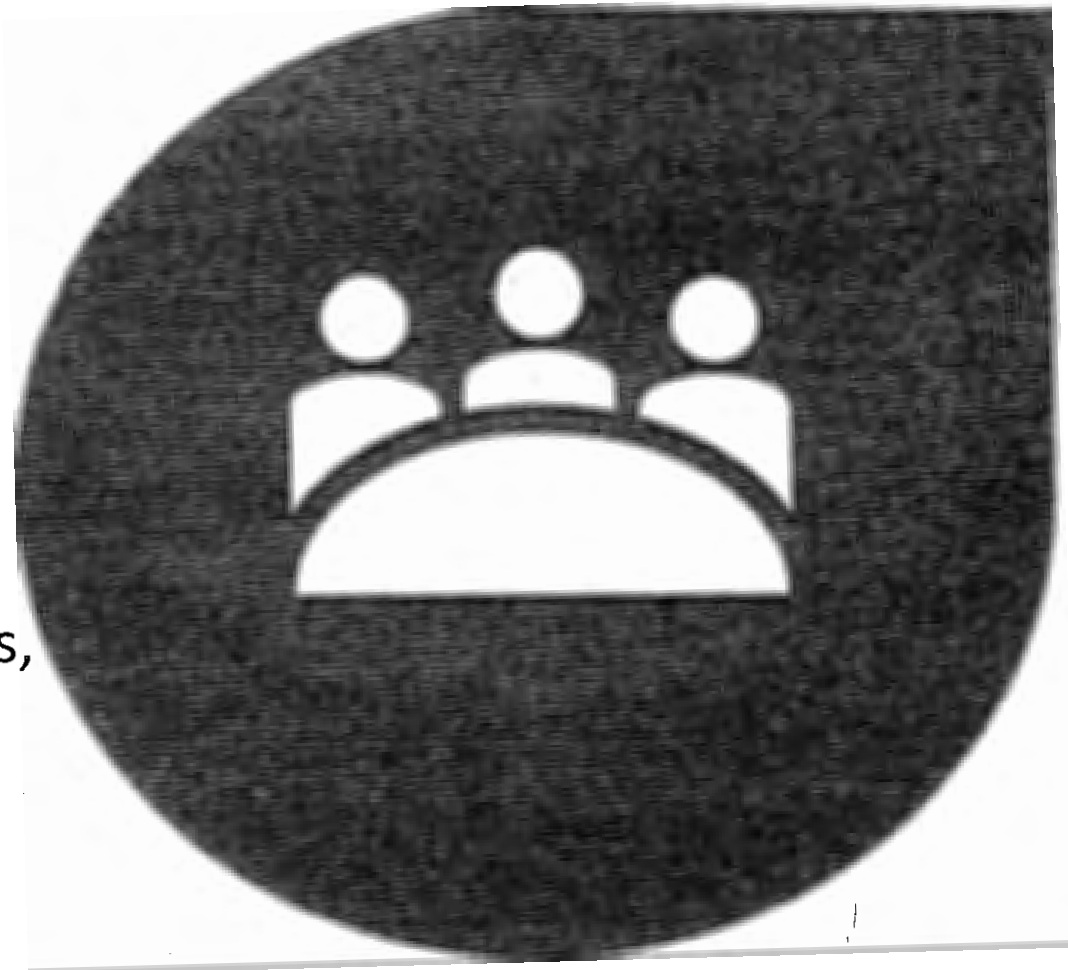
10a

WELCOME AND INTRODUCTIONS



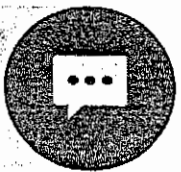
AGENDA FOR THE SESSION

- 1.0 Welcome and Introductions
- 2.0 Objectives of the Session
- 3.0 Overview of Mandate and Framework
- 4.0 Geographical Municipal Groupings, Planning Process, Roles
- 5.0 Progress To-Date
- 6.0 Next steps



OBJECTIVES OF THE SESSION

OVERVIEW AND PROGRESS UPDATE



02

Assist those that are new to CSWB planning understand the framework more fully and to provide role clarity

Provide an update on where we are along the planning continuum

Engage local representatives on priority identification strategies, process and next steps



ENGAGEMENT



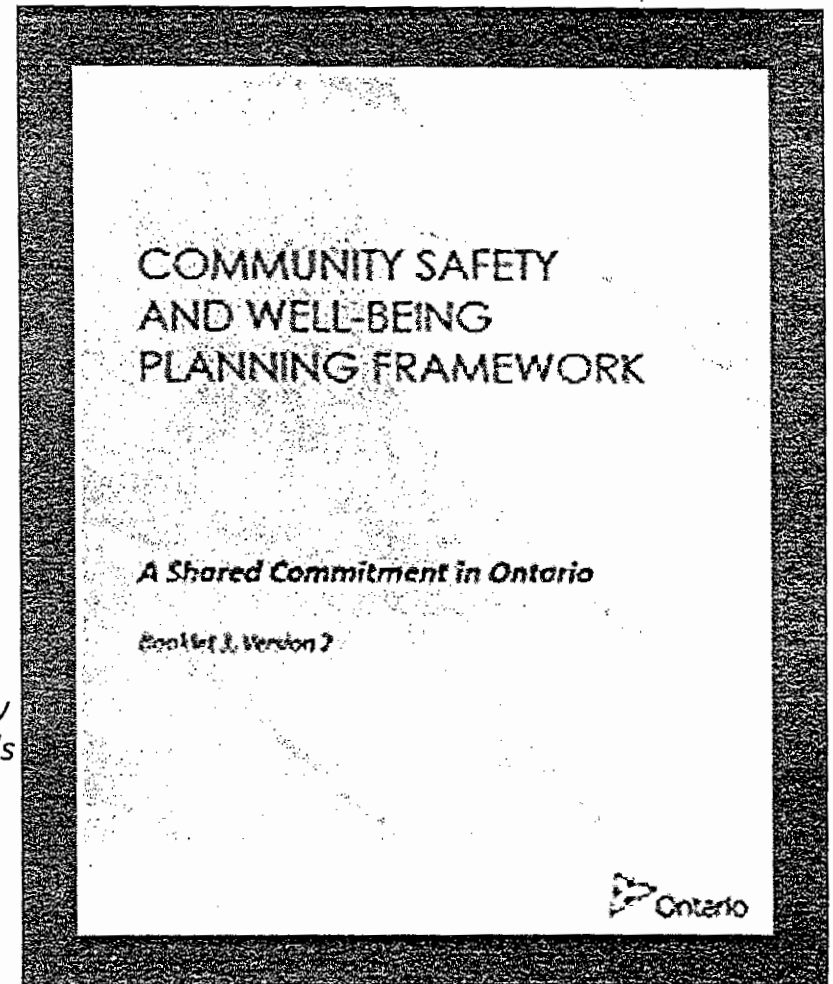
OVERVIEW, MANDATE AND PROVINCIAL FRAMEWORK

- Provincial approach to Community Safety and Well-Being
- Work will continue under the Strategy for a Safer Ontario

- As a result, the Province of Ontario's Bill 175, *Safer Ontario Act* (2018) mandates that:

91 *"The Council of every Municipality shall prepare, and by resolution, adopt a community safety and well-being plan"*

"CSWB plans may be prepared individually or jointly – the community safety and well-being plan may be prepared by the Municipal Councils or Band Councils"



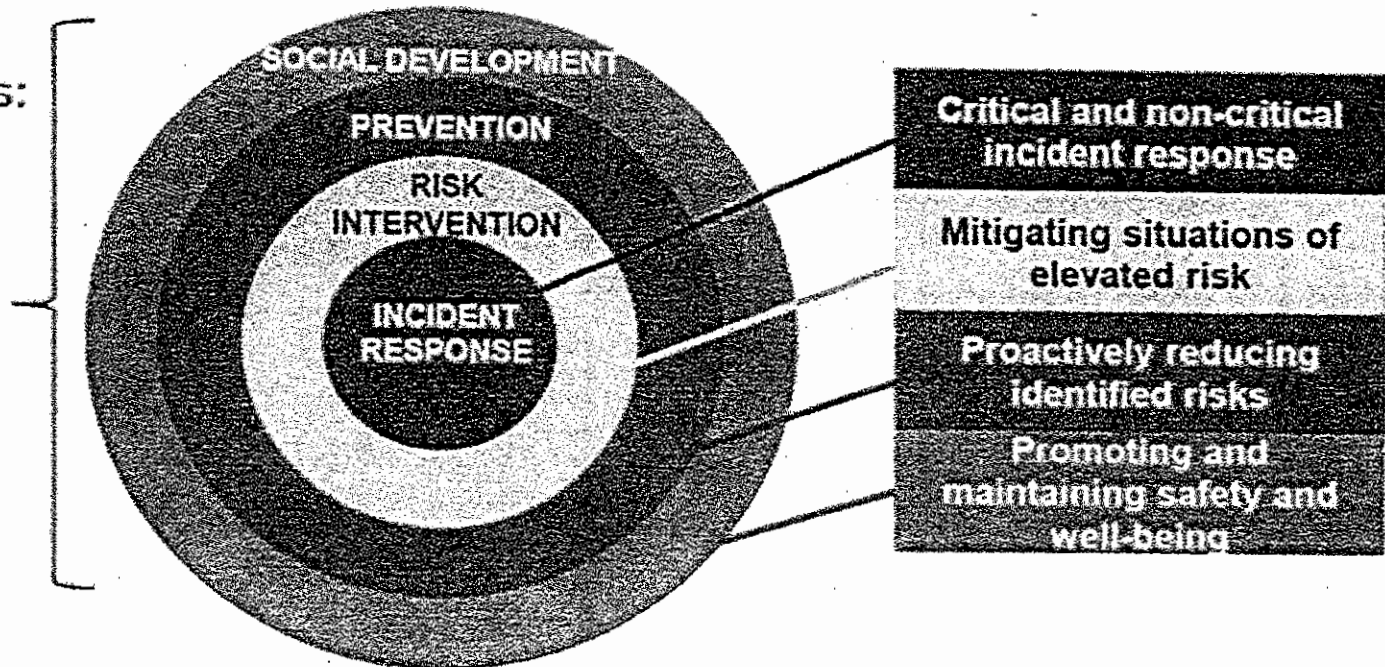
PLANNING FRAMEWORK

Areas of Focus:

Collaboration

Information Sharing

Performance Measurement



4
Critical and non-critical incident response

3
Mitigating situations of elevated risk

2
Proactively reducing identified risks

1
Promoting and maintaining safety and well-being

92

CRITICAL SUCCESS FACTORS



Municipalities should be considering the critical success factors throughout the process of developing, implementing, reviewing, evaluating and updating the plan

93

102

CONNECTING THE FRAMEWORK TO OPERATIONAL PRACTICE

Obtaining Collaborative Commitment	Create Buy-In	Focus on Risk	Assess and Leverage Community Strengths	Evidence and Evaluation	Putting the Plan into Action
<p>commitment from local governance</p> <p>Multisectoral</p> <p>Drawing on existing partnerships</p> <p>Creating new partnerships</p>	<p>efforts</p> <p>Stakeholder engagement sessions</p>	<p>engagement</p> <p>Risk identification and prioritization</p>	<p>Clear understanding of our starting point</p> <p>Asset, resource and service mapping</p>	<p>Research evidence-based responses while taking into consideration local capacity and resources</p>	<p>Right people / organizations in place</p> <p>Outcomes benchmarked</p> <p>Responsibilities for measurement identified</p> <p>Align CSWB planning cycle with other relevant planning cycles</p>

tb



GEOGRAPHICAL MUNICIPAL GROUPINGS (GMGs)

GMG -Plan 1	GMG-Plan 2	GMG-Plan 3	GMG-Plan 4	GMG-Plan 5
<ul style="list-style-type: none">• Bradford West• Gwillimbury• Innisfil	<ul style="list-style-type: none">• Essa,• New Tecumseth• Adjala-Tosorontio	<ul style="list-style-type: none">• Collingwood• Wasaga• Clearview• Springwater	<ul style="list-style-type: none">• Tiny• Tay• Midland• Penetanguishene	<ul style="list-style-type: none">• Orillia• Oro• Severn• Ramara

95

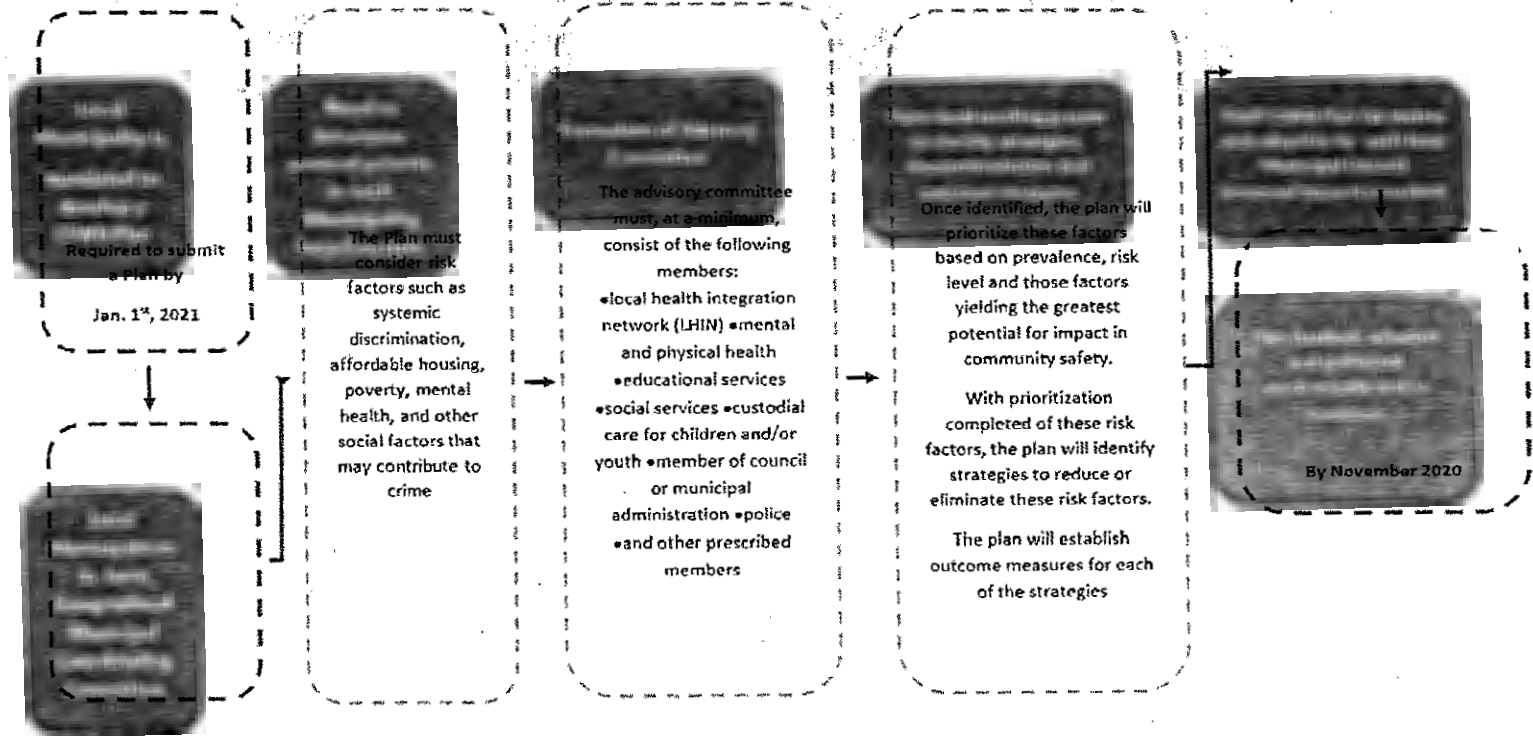
20

PROPOSED PLANNING OUTLINE

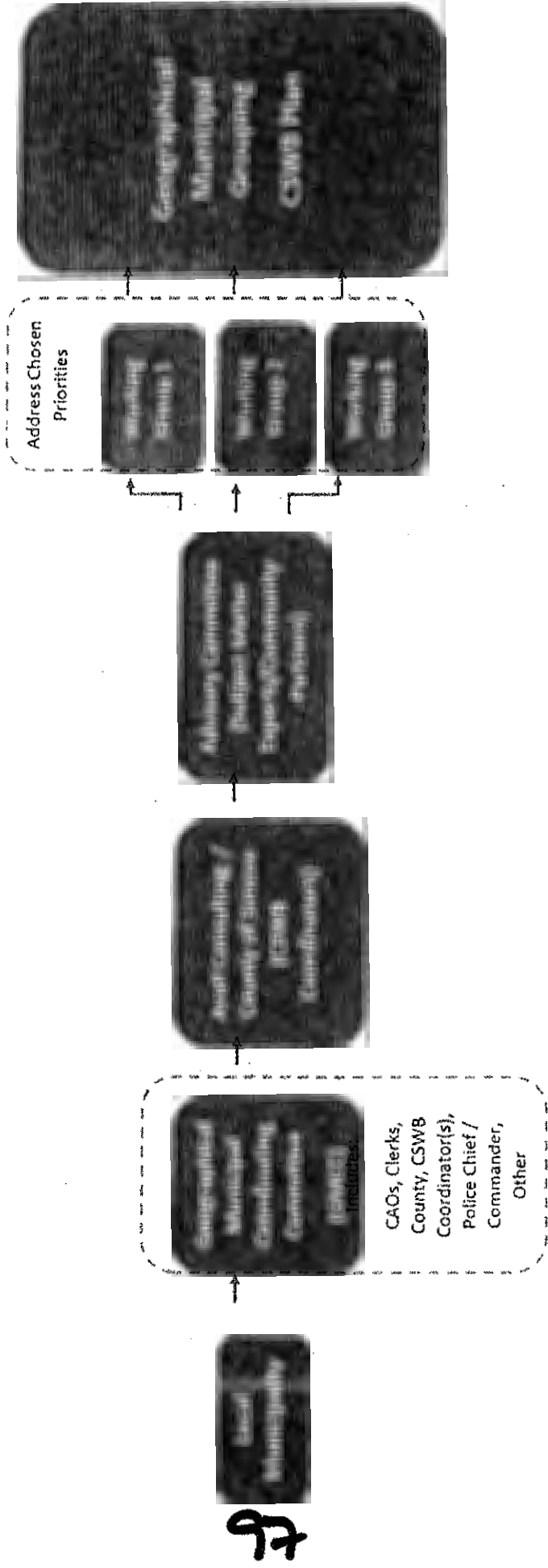
Critical Success Factors from the Framework will be reflected in the Plan

- Strength-Based
- Risk-Focused
- Awareness and Understanding
- Highest level Commitment
- Effective Partnerships
- Evidence and Evaluation

20



ROLES AND RESPONSIBILITIES



ft

TERMS OF REFERENCE - GMCC

Context (see ToR)

Purpose

The purpose of the Geographical Municipal Co-ordinating Committee (GMCC) is to engage the municipalities in a collaborative initiative to develop a Community Safety and Well-Being Plan for the Geographical Municipal Grouping as per the Municipal mandate for same in provincial Bill 175 (Safer Ontario Act). The Plan will represent the Geographical Municipal Grouping (GMG) as a whole, but, will reflect and local needs and nuances specific to the respective municipalities as appropriate.

88

GMCC Composition (at a minimum)

- Municipal representation from each Town or City within the Geographical Municipal Grouping (GMG)
- County representation from the County of Simcoe
- Police representation
- CSWB Coordinator



GMCC ToR CONT'D

General Responsibilities of GMCC Membership

Note: Administrative function will be the responsibility of the CSWB Co-Ordinator

- Directing and responding to the work of the Advisory Committee
- Participating on the Advisory Committee (ad hoc)
- Planning community engagement sessions (ad hoc)
- Ensuring the Advisory Committee recommendations are reviewed and evaluated
- Building on and /or establishing strong working partnerships with community members and organizations that can facilitate and enable effective community safety and well-being planning
- Receiving and responding to requests for information about the CSWB Plan
- Assessing and determining from the information and data sources what the data will be used for, what is public facing and what is for internal use only
- Ensuring that the plan is made publicly available
- Reporting back to the respective Council(s) and advocating for support for the Plan

102

GMCC ToR CONT'D

Characteristics of the GMCC Members

Members shall be identified on the basis of the following characteristics:

- Represent the Municipality
- Represent the County of Simcoe
- Be a member of Council or Municipal Administration from a participating municipality
- Understand and support the CSWB purposes and processes mandated by Bill 175

Executive Function

- Understanding and supporting the purposes and processes mandated by Bill 175
- Guiding, facilitating, and enabling all steps, measures and actions required to create and recommend for Municipal Councils' approvals, a Community Safety and Well-Being Plan
- Providing to Municipal Councils timely reports on the status, and recommendations on the decisions required to support development of the Community Safety and Well-Being Plan
- Soliciting advice from the Advisory Committee and channeling that advice into the planning process and products that go before Municipal Councils for approval



GMCC ToR CONT'D

Decision Making

The GMCC will make its decisions via consensus

Co-ordinating Committee Chair

TBD in each Geographical Municipal Grouping

The Role and Responsibility of the Chair

- Chair committee meetings;
- Prepare agendas (unless otherwise delegated);
- Act as liaison between the Co-ordinating Committee and the Advisory Committee; and facilitate work towards fulfillment of the mandate and development of the CSWB Plan.

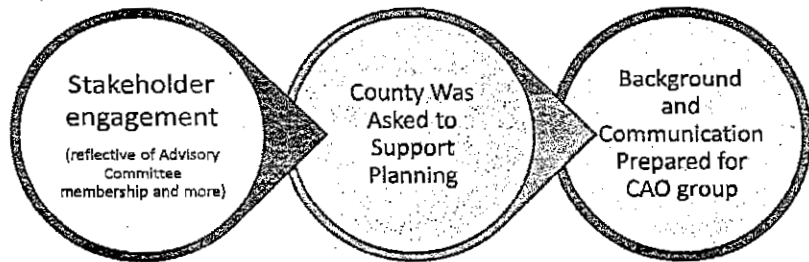
Approval Date

Revision Date

191

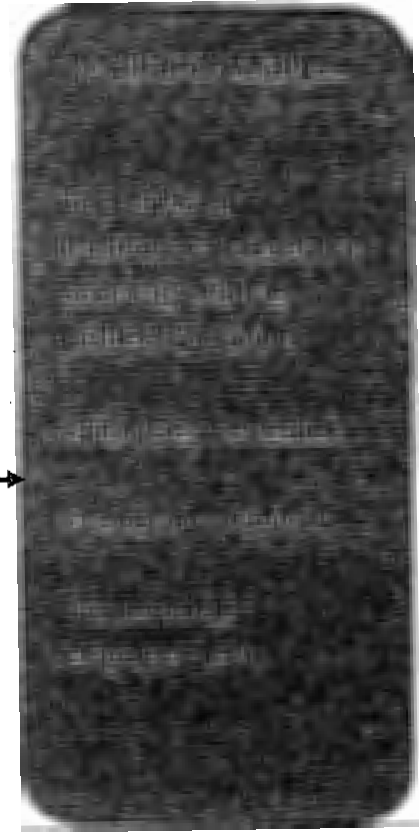
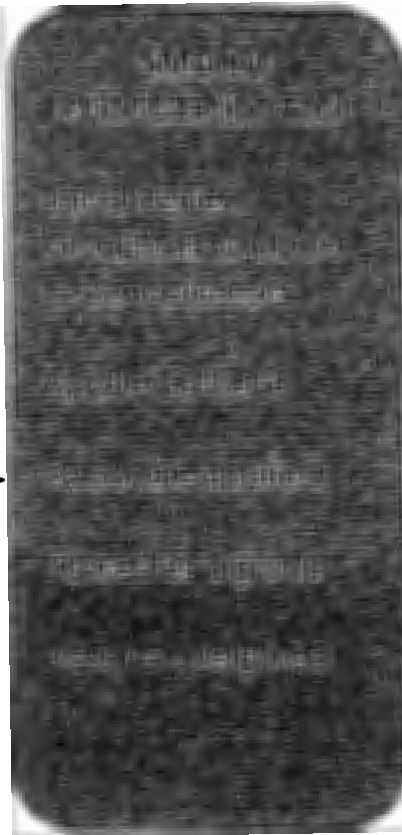
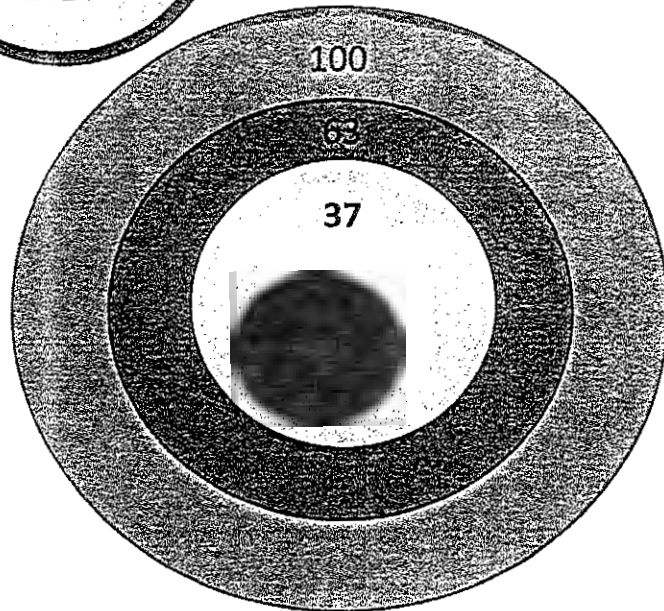
10a

PROGRESS TO-DATE



IDENTIFICATION OF RISKS TO INFORM PRIORITIES

New
Directions in
Community
Safety
2014

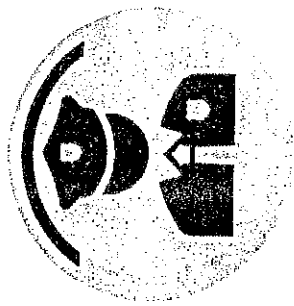


103

102



SAMPLE OF INDICATOR FIELDS



**CRIMINAL INVOLVEMENT,
ANTISOCIAL BEHAVIOR,
VICTIMIZATION**



**EDUCATION,
EMPLOYMENT, FINANCES**



HEALTH AND WELLNESS



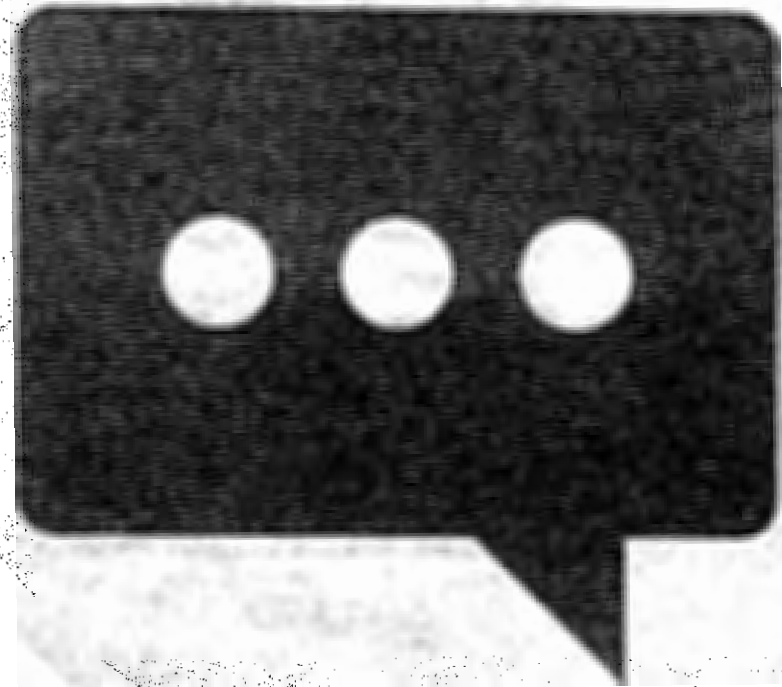
HOUSING



NEXT STEPS

Nov 2019 – March 2020

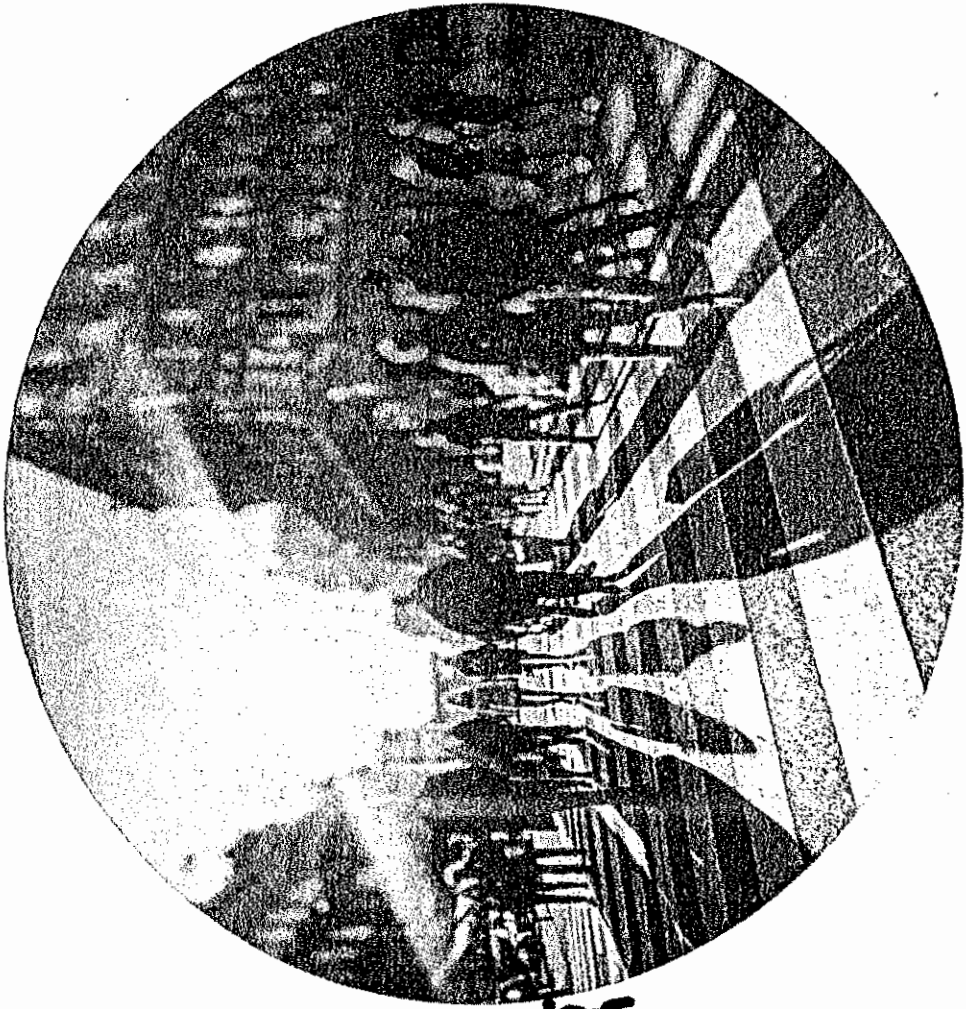
- Pull the data by GMG
- Report findings to GMCC (after analysis)
- Broaden Advisory Committee and establish schedule for engagement
- Stakeholder engagement to validate / correct findings
- Asset mapping of resources and services related to priorities



105

105

10a



QUESTIONS...

✉ karie@avail.consulting

10b



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: CAO006-20

DATE: February 5, 2020

TO: Committee of the Whole

FROM: Colleen Healey-Dowdall, Chief Administrative Officer

SUBJECT: Brookfield Development of Baxter and Sewage Treatment and Disposal, Class EA

RECOMMENDATION

That Staff Report CAO006-20 be received; and

That the Township offer comment to Brookfield and the Province on the developer's initiative to reopen their means of sewage treatment and disposal for their 253-home, draft plan approved, residential subdivision in Baxter, as follows: the Municipality has reviewed Brookfield's notice of commencement of a Wastewater Servicing Study for Baxter dated December 12, 2019, and as such, will provide comment to the sole proponent of the Class EA/proposed project as information is made available on the basis that the Municipality is satisfied with the current approved means for sewage treatment and disposal for the 253 homes planned for the settlement area of Baxter, and as well, the current servicing situation of existing homes in Baxter – specific comments will reflect the concerns and contents as outlined by staff as further information becomes available.

BACKGROUND

Further to discussion and a deputation to Council in the fall of 2019, Brookfield notified Essa on December 12, 2019, that it had initiated a Class EA Study on wastewater for the community of Baxter. The developer has posted a notice in the Alliston Herald to this effect and is planning on holding a public open house at some community facility in the near future (aiming for late February). They have asked the Municipality, if the Municipality would like to join in and become a co-proponent of the Class EA.

Advantages of being a co-proponent:	Disadvantages of being a co-proponent:
As co-proponent, the Municipality has greater input in the process and on the final decision	As co-proponent, the project becomes a shared project; with responsibility and costs shared which is a strain on Essa being such a small municipality

Essa is a small municipality with limited resources and sharing in responsibility for a possible new alternative for sewage when there is already an approved means in place, puts added strain on staff and possibly the resources of the Township.

COMMENTS AND CONSIDERATIONS

Whether the Municipality decides to join in and partner with Brookfield in re-examining their plans for sewage treatment and disposal or not, the Municipality is expected to make comment on the matter soon, and as well, during and following the Class EA review process (as a stakeholder if not as a partner). As a stakeholder, as opposed to becoming a partner or co-proponent, the Municipality is still able to comment, and comments of the Municipality should, in the opinion of staff, reflect that the Municipality has concerns as follows:

- a) Cost of the on-going operation of the treatment facility and disposal;
- b) On-going operational issues;
- c) Reliability and soundness of the treatment facility;
- d) Impact on the environment (which alternative is the most green/environmentally-sustainable);
- e) Impact on Essa as a whole;
- f) Impact on the community of Baxter;
- g) Impact on the 5th Line residents;
- h) Odour;
- i) Location of the treatment facility and proximity to existing residential land uses;
- j) Disposal or outlet (NVCA comments are encouraged) and impact on Essa operations and residents;
- k) The existing DC Study includes a component for the Angus Sewage Treatment Plant which the Municipality is now relying on.

Water

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.

The previous administrator negotiated an agreement which would purchase 400 m³ of additional water from New 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). 70.4% of the buy-in fee of \$900,569 would be funded by Brookfield since this is the agreed upon cost sharing arrangement, with Brookfield providing all upfront funding for the project (the project involving a new water storage facility and booster pumping station along with distribution works).

The agreement with New Tecumseth 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. As well note, the Township may have concerns for the planned water works which will

10b

need to be addressed prior to proceeding. Entering into the water agreement with the Town of New Tecumseth will trigger costs (separate report on water will follow) and as such, staff associated with water rates should explore options with respect to rates.

Septics/Other Sewage

Brookfield has suggested that they have planned for the connection of existing homes from private, individual septic systems to a community solution at a cost to each existing homeowner in Baxter. However, Council previously deferred any decision to force conversion from septics to the new system. Council could mandate forcing the abandonment of each private, individual septic system but staff is not sure that existing residents in Baxter want this (this has not been expressed to Council from any residents). Alternatively, Brookfield is suggesting that this should happen, warning that the septics in Baxter will eventually fail but then this could be the case all across Ontario.

FINANCIAL IMPACT

None if Essa remains removed from the new Class EA initiated by Brookfield. Note that Essa will soon be responsible, in part, for additional water for Baxter residents.

SUMMARY/OPTIONS

Council may:

1. Take no further action.
2. Become a co-proponent to the re-opened Class EA which will once again study options for new sewage in Baxter although the earlier Class EA has already determined that the best option is a forcemain to the Angus sewage treatment plant.
3. Express concerns as laid out in this report to Brookfield and the Province through the Class EA process; making it known that the Township is satisfied with the current plan for sewage treatment and disposal (as a stakeholder and not as a co-proponent).
4. Review all alternatives and continue to consult with the Township Engineer, OCWA and the NVCA on new sewage associated with the Brookfield subdivision.
5. Begin to look at further development in Baxter on a comprehensive basis if further development in the community of Baxter is to be considered.
6. Direct Brookfield to plan to connect all existing homes in Baxter to their means of sewage treatment and disposal.

CONCLUSION

Basically, the cost of the planned forcemain taking sewage from 253 new homes in Baxter has given cause for Brookfield to want to re-examine its options for wastewater. It would seem that the developer would prefer an on-site means of sewage treatment, but Essa should ensure that this alternative is best, not only for the community of Baxter, but for Essa as a whole. While Essa is a stakeholder to the Class EA, as the municipal entity which will eventually assume full responsibility for the system selected and installed, it is

10A

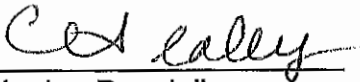
106

responsible to different communities of citizens, with potentially competing interests, which must be weighed against one another. On the one hand, cost in terms of on-going maintenance and operational costs are important to consider, and on the other hand, aesthetics and odour are important to those living near to where the wastewater is collected, treated or carried/disposed.

Staff recommends commenting to the developer and the Province on those criteria and items/details discussed in this report.

Options #3 and #4 are recommended.

Respectfully submitted:



Colleen Healey-Dowdall
CAO

Attachments:

Information put out by the Township of the existing/approved EA

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



100
Chief Administrative Officer
Telephone: (705) 424-9770
Fax: (705) 424-2367
Web: www.essatownship.on.ca
email: gmurphy@essatownship.on.ca
email: llinton@essatownship.on.ca

Important Factual Information in Response to "COUNCIL STOP – LEAVE OUR SEWER ALONE" Campaign

The following is factual information in response to the campaign being put forward by some residents concerning the Sanitary Sewer Distribution and Treatment Systems in Angus:

1. There is a 250 unit residential subdivision approved to be developed in the Baxter area. This subdivision was initially proposed and designated for residential development by a previous Township Council in 1999 under the Township of Essa's Official Plan. Given the land use designation since 1999, the subject lands are slated for development as part of the Settlement Area of Baxter. Provincial Planning Legislation would allow this plan to be developed.
2. The developer's engineers carried out a Municipal Class Environmental Assessment. These Engineers looked at various options to service this proposed subdivision. The Engineers concluded that the preferred method for servicing the site is with a Pumping Station and force main route along Denney Drive, the 5th Line and then connect to the existing sanitary sewer at the 5th Line and Centre Street which discharges into the Angus Waste Water Treatment Plant. The statutory Public Meetings were held and then the Notice of Completion of the Environment Assessment was sent last July, 2012 to the Ontario Ministry of Environment's Environmental Assessment and Approvals Branch in Toronto, the Ministry of Environment's Central Region Planning Department in North York, the Ontario Clean Water Agency, the County of Simcoe's Planning Department, the Nottawasaga Valley Conservation Authority and the Township and none of these agencies provided any objection or major concern with the proposed sanitary servicing scheme.
3. The Developers have looked at numerous alternatives for servicing including a sewage treatment plant within Baxter itself. A sewage treatment plant situated within Baxter would mean a second public system to be managed by the Municipality. There are savings to be realized by consolidating two plants into one. Additionally, it is our understanding that the Ministry of Environment (MOE) encouraged the developer to investigate servicing this proposed 250 unit residential development in Baxter via the Waste Water Treatment Plant in Angus.
4. The developer of the 250 unit subdivision in Baxter will be responsible for all costs associated with constructing the Pumping Station and the force main to the connection point at the corner of the 5th Line and Centre Street. The developer will also be responsible for all costs of any retrofit/upgrading work that may be needed at the Angus Waste Water Treatment Plant to accommodate this 250 unit subdivision.
5. Additionally, once the subdivision plan and subdivision agreement have been registered at the Land Titles Office, the developer is responsible for all costs of the internal subdivision works including the servicing required on the streets within the subdivision. As each building permit is issued, the developer shall pay development charges to the municipality. Presently, the development charges

component for the Angus Sanitary Sewage Treatment and Collection systems is \$15,103.00 per residential unit, which is adjusted annually in accordance with the Consumer Price Index. With 250 residential units, the municipality will collect \$3,775,750.00 from this developer to assist in offsetting the costs involved with expanding the Angus Waste Water Treatment Plant, which was needed to accommodate development (last expansion completed in 2004). Currently, there is approximately \$5,000,000.00 debenture on this facility and this loan can be paid off much quicker if this subdivision proceeds.

6. The Township's Engineers as well as a Consulting Engineer retained by the County of Simcoe have both confirmed that there is spare capacity available at the Angus Waste Water Treatment Plant even if the Settlement Area of Angus is fully developed. In fact, the County's Consulting Engineer has recommended that the Township of Adjala-Toscorontio and/or the Township of Clearview should negotiate with our municipality to secure the unreserved capacity at the Angus Waste Water Treatment Plant to service residential developments in Everett and/or New Lowell. Your Council has decided not to support this recommendation until our Township has fully explored all opportunities for residential development in designated Settlement Areas that can occur in our municipality, which must be in compliance with the Province's Places To Grow Act and the Growth Plan Amendment.

7. It is our understanding that some residents have expressed concern that once the sanitary sewer is installed along Denney Drive and the 5th Line, that this will give opportunity for future residential development to occur on prime agricultural lands on both sides of these roads, from Baxter to Angus. The Places To Grow Act indicates that all residential development must occur within designated Settlement Areas of the municipality. Both the Province and the Township have strong Agricultural policies already in place to protect and preserve existing agricultural lands outside the designated Settlement Areas of Angus, Baxter and Thornton. Given that Angus is designated as our primary urban centre, it is the intention of our municipality that the vast majority of future residential growth will occur in Angus and existing designated agricultural lands will remain for agricultural uses.

8. The Township will eventually assume the operation, maintenance and repair of the Pumping Station and force main. As with other water and waste water system operating costs, the users of these systems pay a user fee based on a fixed charge and a rate per cubic metre basis and such costs are not included as part of the municipal property taxes for each property. The user pay revenue received by the Township for these services is used to cover operating costs, maintenance and repair of its existing asset base, future replacement of these assets and a portion accounts for inflation and changes in technology. All surpluses are generally placed in a Reserve Fund and when major repairs, upgrades or replacement work is needed for this infrastructure in the future, such costs can be drawn from this Reserve Fund to accommodate such work. The owners of the homes in this approved 250 unit residential subdivision shall be required to pay the same user charges for water and waste water services as other landowners connected to one or both of these systems, which is a similar process in place in many Simcoe County municipalities.

9. Some residents believe that the sanitary sewage distribution and treatment systems in Angus should only be used by the homeowners and businesses in Angus. When the first phase of the construction of the Waste Water Treatment Plant and the sanitary sewers were constructed along the streets in Angus during 1980 – 1982, the Provincial Government provided approximately 80% funding towards the total capital project costs. All of the taxpayers of the Province, including Baxter landowners, contributed towards the total capital project costs at that time.

While it is true that the remaining approximately 20% of the total capital project costs were funded as a local improvement by the landowners in Angus using the Water and Waste Water

Systems at that time, the developer of the subdivision in Baxter will be paying the full costs of the total capital project costs of constructing the Pumping Station and force main to accommodate the sanitary servicing for this 250 unit subdivision, which will be indirectly passed onto the Purchasers of the lots in this subdivision and those Purchasers will not benefit from a Provincial Grant to offset their share of the costs.

10. The Waste Water Treatment Systems are owned and operated by the Corporation of the Township of Essa and Council has the authority to use such infrastructure for any municipal purpose. The Settlement Area of Angus is not a separate entity but it is a valuable community situated in our municipality. As mentioned earlier, it only makes sense from a fiscal responsibility perspective to operate only one Waste Water Treatment Plant within our Township rather than two separate Waste Water Treatment systems.

If anyone would like to discuss this matter further, please contact the Chief Administrative Officer's office at 705-424-9917, ext. 105.

Greg Murphy,
Chief Administrative Officer
GM/II