

THE CORPORATION OF THE TOWNSHIP OF ESSA
COMMITTEE OF THE WHOLE

WEDNESDAY, OCTOBER 2, 2019
6:00 p.m.

AGENDA--

1. OPENING OF MEETING BY THE MAYOR
2. DISCLOSURE OF PECUNIARY INTEREST
3. DELEGATIONS / PRESENTATIONS / PUBLIC MEETINGS

Separate
Attachment to
be Distributed
Prior to Meeting

- a. **Delegation – Richard Steinginga – Baker Tilly KDN LLP**
Re: Presentation of the 2018 Draft Financial Statements

Recommendation: *Be it resolved that the 2018 Draft Financial Statements, as presented by Baker Tilly KDN LLP, be approved.*

STAFF REPORTS

4. PLANNING AND DEVELOPMENT

- p. 1 a. **Staff Report PD047-19 submitted by the Manager of Planning and Development, re: Fee Schedule Update – Sign Inspections.**

Recommendation: *Be it resolved that Staff Report PD047-19 be received; and That Council authorize staff to proceed with a public meeting on the recommended Fee Schedule amendments.*

- p. 5 b. **Staff Report PD048-19 submitted by the Manager of Planning and Development, re: Proposed Site Plan Application – 5585 County Road 90.**

Recommendation: *Be it resolved that Staff Report PD048-19 be received; and That Council authorize Planning and Development staff to continue to review and process the Site Plan Application submitted for 5585 County Road 90 in due course.*

5. PARKS AND RECREATION/ COMMUNITY SERVICES

6. FIRE AND EMERGENCY SERVICES

7. PUBLIC WORKS

- p. 9 a. **Staff Report PW036-19 submitted by the Manager of Public Works, re: LED Street Light Retrofit.**

Recommendation: *Be it resolved that Staff Report PW036-19 be received; and That Council authorize Realterm Energy to complete the first stage of the proposed LED Streetlight Conversion at a cost of \$493,129.70 plus H.S.T., and continue with an Investment Grade Audit for Stage 2 to determine the final cost for the full project completion.*

8. FINANCE

9. CLERKS / BY-LAW ENFORCEMENT / IT

- p. 51 a. **Staff Report C032-19 submitted by the Clerk, re: Proposed Language Modifications and Increases to Fees and Charges – Clerk’s Department.**

Recommendation: *Be it resolved that Staff Report C032-19 be received; and That Council approve the proposed language modifications and increases to the Fees and Charges By-law specific to the Clerk’s Department; and That staff be authorized to proceed with a public meeting.*

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

- p. 55 a. **Staff Report CAO043-19 submitted by the Chief Administrative Officer, re: Update on Transit.**

Recommendation: *Be it resolved that Staff Report CAO043-19 be received; and That Council authorize staff to develop a Service Agreement with Abe’s Taxi of Angus based on a fare-subsidy of a maximum of \$8.00 inclusive of tax, to be presented to Council at another future meeting; and That Council authorize staff to investigate Essa’s eligibility for dedicated transit gas tax funds and the possibility of uses of gas tax money towards the purchase of a bus shelter and station amenities, and an accessible van to provide accessible service in Angus.*

**ITEM
REMOVED**

- b. **Staff Report CAO045-19 submitted by the Chief Administrative Officer, re: Meal Allowance Policy – For Staff Attending Meetings, Workshops, Seminars and Conferences.**

This item has been deferred to a future meeting of Council at the request of the Chief Administrative Officer.

- p. 59 c. **Staff Report CAO046-19 submitted by the Chief Administrative Officer,
re: IT Services.**

Recommendation: *Be it resolved that Staff Report CAO046-19 be received for information purposes.*

11. OTHER BUSINESS

12. ADJOURNMENT

Recommendation: *Be it resolved that this meeting of Committee of the Whole of the Township of Essa adjourn at _____ p.m. to meet again on the 16th day of October, 2019 at 6:00 p.m.*



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: PD047-19

DATE: October 2, 2019

TO: Committee of the Whole

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

SUBJECT: Fee Schedule Update – Sign Inspections

RECOMMENDATION

That Staff Report PD047-19 be received; and

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

BACKGROUND

Under the Ontario Building Code (OBC), the issuance of Building Permits are required for signs that are to be attached to buildings or that are designated structures. Therefore, Staff within the Planning and Development Department's Building Branch regularly undertake permit review and on-site inspections for signs that are larger than 8 feet x 5 feet (2.4 metres x 1.5 metres), those that are attached to buildings and those that are freestanding in nature/billboards. The purpose of this review is to ensure that the sign has been constructed and installed in accordance with approved drawings.

The current building fee for a sign attached to a building is \$40.00 and for signs that are freestanding in nature/billboards the fee is \$50.00. The fee for the issuance of a sign permit for any sign that is smaller than 8 feet x 5 feet (2.4 metres x 1.5 metres) is currently \$60.00, and does not require a building permit, nor the review of a Building Inspector.

Signs requiring plans review and on-site inspections should have a higher fee associated with their administration, however these costs are not adequately reflected in the current Fee Schedule.

COMMENTS AND CONSIDERATIONS

It is the opinion of the Chief Building Official that the fee for Signs attached to a building and those that are freestanding or billboards should be at the Minimum Permit Fee rate which is \$100.00. This amount is a reasonable cost to cover work surrounding expected permit intake, review and field inspection costs.

TABLE A: 2018 - 2019 Sign Permits Data					
Permit	Address	Status	Type	Current Permit Fee	Proposed Permit Fee
2018-0019	8148 4TH LINE	Issued	Billboard sign	\$50.00	\$100.00
2018-0050	247 MILL ST	Issued	Signs	\$50.00	\$100.00
	247 MILL ST	Issued	Signs	\$40.00	\$100.00
2018-0269	4171/4173 INNISFIL BEACH RD	Issued	LED Sign	\$40.00	\$100.00
2018-0301	5054 10TH LINE	Issued	Billboard Sign	\$50.00	\$100.00
	5054 10TH LINE	Issued	Billboard Sign	\$50.00	\$100.00
2018-0327	285 MILL ST	Final	Sign	\$40.00	\$100.00
	285 MILL ST	Final	Sign	\$40.00	\$100.00
2018-0358	3 NAPIER CRT	Issued	Sign	\$50.00	\$100.00
2018-0364	305 MILL ST	Approved	Sign	\$50.00	\$100.00
	305 MILL ST	Approved	Sign	\$50.00	\$100.00
	305 MILL ST	Approved	Sign	\$40.00	\$100.00
2018-0372	103 DENNEY DR	Approved	Sign	\$50.00	\$100.00
2018-0426	7 COMMERCE RD	Issued	Sign	\$40.00	\$100.00
2018-0427	5524 30TH SIDEROAD	Issued	Sign	\$50.00	\$100.00
2019-0015	138 MILL ST	Final	Sign	\$40.00	\$100.00
2019-0021	8951 6TH LINE	Issued	Billboard Sign	\$50.00	\$100.00
2019-0026	285 MILL ST	Issued	SIGN	\$40.00	\$100.00
2019-0075	122 MURPHY RD	Approved	Sign	\$50.00	\$100.00
2019-0096	4919 COUNTY RD 90	Issued	Billboard Sign	\$50.00	\$100.00
2019-0167	8307 COUNTY RD 10	Issued	Sign	\$50.00	\$100.00
2019-0174	5786 COUNTY RD 21	Approved	Sign	\$50.00	\$100.00
2019-0316	3 MASSEY ST	Final	Sign	\$40.00	\$100.00
2019-0317	3 MASSEY ST	Final	Sign Cabinet	\$40.00	\$100.00
			Total Revenue	\$1,100.00	\$2,400.00

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As seen in Table A, a total of 24 sign permits were received in 2018-19 with a revenue of \$1,100.00. Under the newly proposed Fee of \$100.00, total revenues would have been \$2,400.00 leaving \$1,300.00 in lost potential revenue.

The projected number of sign permits for 2020 is estimated to be 15 to 20 representing a potential future loss of revenue between \$800.00 and \$1,100.00 annually.

The Table below displays current fees attributed to signage in several neighbouring municipalities.

TABLE B: COMPARISSON OF SIGN FEES COLLECTED IN NEIGHBOURING MUNICIPALITIES

Municipality	Sign Type	Sign Fee	4'x4' Sign Fee
Barrie	Sign attached to a building	\$222.80	
	Free-standing sign	\$326.50	\$326.50
Innisfil	All signs	\$385.04	\$385.04
	Zoning Review	\$129.00	
New Tecumseth	All signs	\$65.00 plus \$2.32 per sq. ft.	\$102.12
Adjala-Tosorontio	Signs up to 32 sq. ft.	\$100.00	\$100.00
	Signs 32-64 sq. ft.	\$175.00	
	Signs over 64 Sq. ft.	\$250.00 plus building fee	
Essa	Signs attached to Building		\$40.00
	Signs – Freestanding/Billboard		\$50.00

Given the information in the table above, it is evident that the Township of Essa currently collects sign fees well below the average of those being collected by our neighbouring municipalities. Therefore Staff recommend the appropriate increase of \$50.00 and \$60.00 respectively for the two subject sign fees.

FINANCIAL IMPACT

It is expected that the Township's revenues will be increased with the recommended increase in fees.

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SUMMARY/OPTIONS

Council may:

1. Take no further action.
2. Authorize Staff to proceed with a public meeting on the recommended Fee Schedule amendments
3. Direct Staff in another course of action.

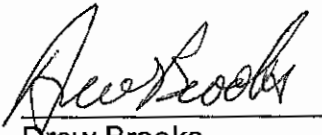
CONCLUSION

Option #2 is recommended.

Prepared by:

Respectfully submitted by:

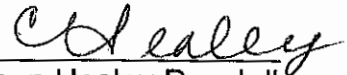
Reviewed by:



Drew Brooks
Chief Building Official



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



Colleen Healey-Dowdall
CAO



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: PD048-19

DATE: October 2, 2019

TO: Committee of the Whole

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

SUBJECT: Proposed Site Plan Application – 5585 County Road 90

RECOMMENDATION

That Staff Report PD048-19 be received; and

That Council direct Planning and Development Staff to continue to review and process the Site Plan Application submitted for 5585 County Road 90 in due course.

BACKGROUND

The Township of Essa's Planning and Development Department is in receipt of a proposed Site Plan Application for 5585 County Road 90 in Utopia, submitted by Innovative Planning Solutions on September 16, 2019. The subject site is located in the south east corner of County Road 56 and County Road 90, is zoned 'Industrial – General Industrial (M1)' in the Township of Essa's Zoning By-law 2003-50, as amended, and is designated 'Industrial' in the Township's Official Plan. The subject site is 3.73 ac in size, lies within the Utopia Industrial Corridor, abuts industrial lands to the south and west, and residential lands to the north and east. Attachment A is a context map of the subject site.

This Site Plan Application proposes the construction of an 879 m² maintenance shop for the purpose of servicing and maintaining vehicles owned and operated by Recycling Specialities Inc. The Plan proposes the addition of 11 parking spaces to accommodate the shop's vehicular activity, and there is an existing Stormwater Management Pond on the northwest area of the site. Attachment B is a copy of the proposed conceptual site plan.

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COMMENTS AND CONSIDERATIONS

Development within this corridor is predominantly industrial in nature. The subject proposal optimizes existing infrastructure, while recommending a compatible on-site use. Township Staff will work with the Applicant to ensure adequate site access and functionality throughout the processing of this Site Plan.

FINANCIAL IMPACT

It is expected that the Township's industrial tax base will be increased with the development.

SUMMARY/OPTIONS



Council may:

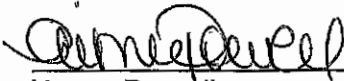
- 1. Take no further action.
- 2. Direct Staff to continue to review and process the Site Plan Application in due course.
- 3. Direct staff in a manner Council may deem appropriate.

CONCLUSION

Option #2 is recommended.

Respectfully submitted by:

Reviewed by:



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



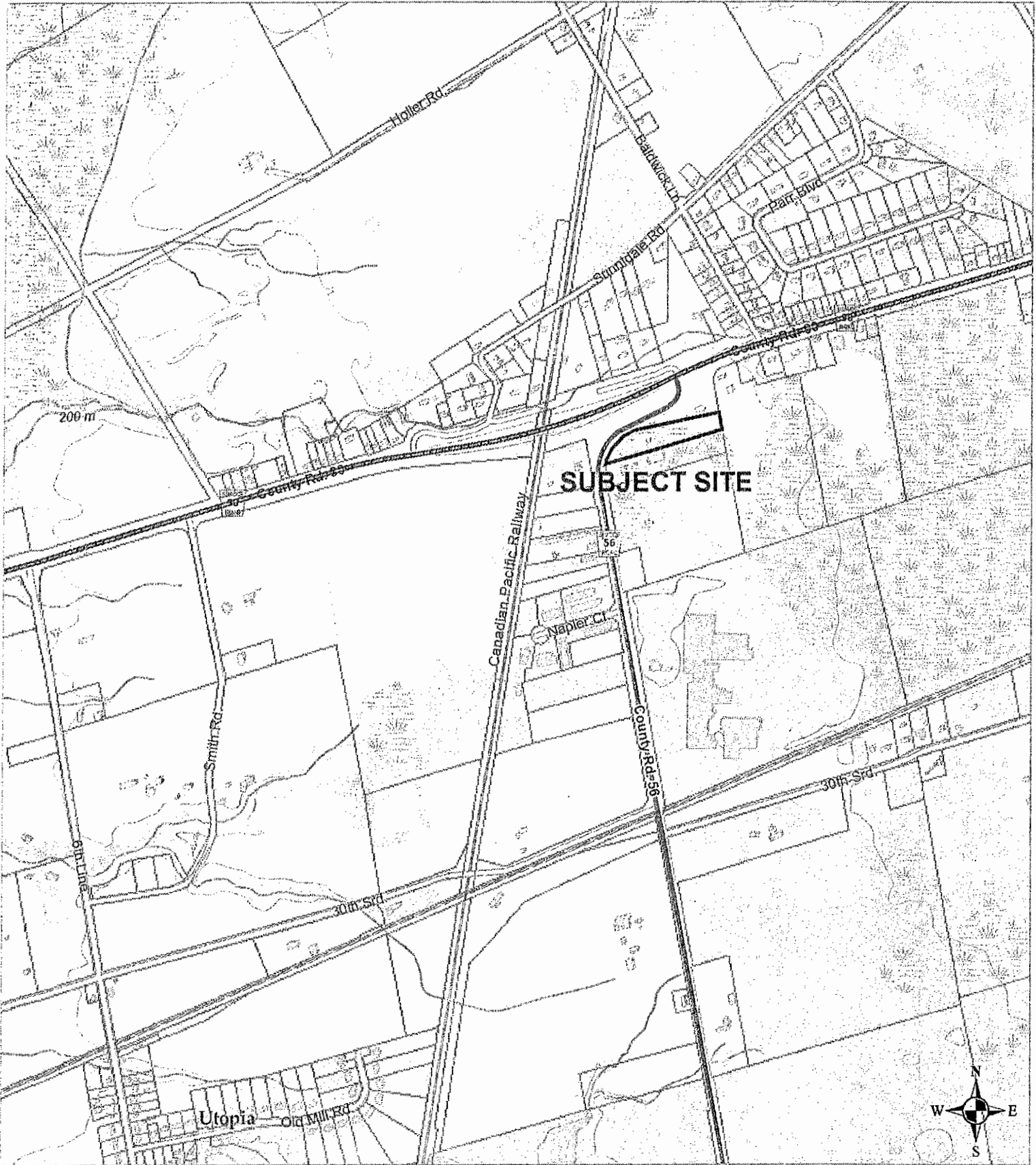
Colleen Healey-Dowdall
CAO

Attachments:

- A. Contextual Map of Subject Site
- B. Proposed Conceptual Site Plan

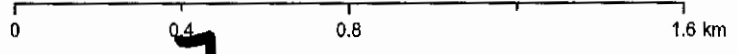
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ATTACHMENT A - 5585 County Road 90 - Subject Site 46



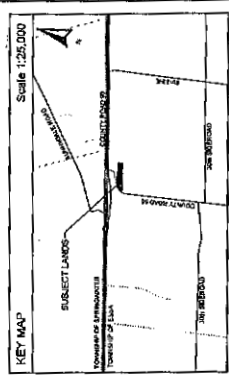
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1:18,056



7 September 25, 2019





CONCEPTUAL SITE PLAN

5886 COUNTY ROAD 48
 PART OF LOT 32, CONCESSION 7
 TOWNSHIP OF ESSA
 COUNTY OF SIMCOE

Scale 1:500

LEGEND

SUBJECT LANDS

ZONING TABLE M1

PROVISION	REQUIRED	PROVIDED
LOT AREA	1,500m ² (min)	50,000m ² (12.5ac)
LOT FRONTAGE	30m (min)	250m
SETBACKS	10.0m (min)	10.0m
EXTENSION SIDE YARD	6.0m (min)	21.0m
EXTENSION REAR YARD	10.0m (min)	9m
REAR YARD	6.0m (min)	21.7m
LOT COVERAGE	40% (max)	5.0%
BUILDING HEIGHT	15m (max)	< 15.0m
LANDSCAPING ALONG ROAD	3.0m (min)	3.0m
PARKING SPACES	1 sp./1,000m ² GFA (min)	11

Note: Information shown is approximate and subject to change. Values in zoning table are for the entire site and individual lots.

IPS INNOVATIVE PLANNING SOLUTIONS
 PLANNERS • PROJECT MANAGERS • LAND DEVELOPERS
 400-911-1111 | www.ipsinc.com | info@ipsinc.com | www.ipsinc.com

Date: September 09, 2019
 Drawn By: A.S.
 File: 16411
 Checked: C.S.



SCHEDULE OF REVISIONS

No.	Date	By

INDUSTRIAL CURRENT ZONATION

IPA CURRENT ZONE

CONCEPTUAL SITE PLAN
TOWNSHIP OF ESSA



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: PW036-19

DATE: October 2, 2019

TO: Committee of the Whole

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

SUBJECT: LED Street Light Retrofit

RECOMMENDATION

That Staff Report PW036-19 be received; and

That Council authorize Realterm Energy to complete the first stage of the proposed LED Streetlight Conversion at a cost of \$493,129.70, and continue with an Investment Grade Audit for Stage 2 to determine the final cost for the full project completion.

BACKGROUND

At the Committee of the Whole Meeting held on May 15, 2019, a report was brought to Council at Council's request (PW020-19), which authorized the Manager of Public Works to prepare the necessary tender in order to convert the Township's HPS (high pressure sodium) streetlights to LED (light emitting diode) using the one-time payment of \$676,935 from the Ministry of Municipal Affairs and Housing.

Staff contacted LAS (Local Authority Services) and it was highly recommended that Realterm Energy be used to head up this project as they have done many of these projects in the Province of Ontario. Council approved this and Realterm Energy was contacted and asked to perform a GIS audit of our existing streetlights in order to have an accurate location, type and quantity of streetlights. Once this initial GSI audit was completed, Realterm provided an Investment Grade Audit for the Township of Essa. This audit is Attachment 1 of this report.

COMMENTS AND CONSIDERATIONS

Realterm has suggested doing this project in a two stage process: the first stage will be to convert the majority of our street lights (941 Cobra Head Fixtures) to LED and then Stage 2 would be to convert the remaining (153 Decorative Fixtures) to LED. It was recommended that it be done in two steps to make it easier to estimate savings, cost and provide an accurate assessment of our street light system.

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It is calculated that there will be a **71% annual energy savings** (Page 9 of Attachment 1), and along with this, there will be a **17 metric tonnes reduction in Green House Gas** (Page 16 of Attachment 1). It is also estimated that our annual maintenance cost will be reduced by 80% in the first year (Page 11 of Attachment 1).

Once the second stage has been completed, the Township will also see additional savings in energy and maintenance costs.

The payback period for this investment has been calculated to be 3.2 years. (Page 4 of Attachment 1)

FINANCIAL IMPACT

The total cost of Stage 1 of the streetlight retrofit is \$480,494.00 (plus tax). This includes \$4646.00 of suggested parts inventory.

There is an additional cost for the GSI Audit for \$12,635.70

The total cost of Stage 2 of the decorative streetlight conversion is estimated between \$179,339.00 and \$279,082.00.

The Treasury Dept. confirmed that there is \$676,935 in an account for this project, received by the Ministry of Municipal Affairs and Housing in 2019 to modernize service delivery.

The Township will be eligible for a \$50,225.00 incentive from the Independent Electricity System Operator (IESO) for the first stage of this conversion once it has been completed, and as well, the Township will be eligible for additional incentives when Stage 2 has been completed.

Plus, there are funds leftover from the 2018 Main Street Revitalization Program received from the Ministry of Agriculture, Food and Rural Affairs (OMAFRA), of \$22,176.00, that can also be used to fund this project.

Stage 1	\$480,494.00
GSI Audit	\$ 12,635.70
Total Cost	\$493,129.70 (plus HST)
(Incentive)	-\$50,225.00)
(OMAFRA)	-\$22,176.00)

** Total cost of the first stage could be \$420,728.70 (plus tax) if the incentive is received and other leftover funds applied. The cost of the second stage for the decorative lights is estimated to range from \$173,339.00 to \$279,082.00. (Realterm will provide a second Investment Grade Audit for the second stage, which will provide energy savings, maintenance savings and a firm price for the retrofit of our decorative streetlights.)

SUMMARY/OPTIONS

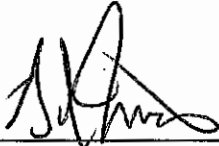
Council may:

1. Take no action.
2. Authorize Realterm Energy to proceed with LED Streetlight Conversion, Stage 1.
3. Authorize Realterm Energy to proceed with LED Streetlight Conversion, Stage 1 and continue with an Investment Grade Audit for Stage 2.

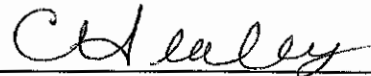
CONCLUSION

Staff recommends Option #3 and proceeding to complete the whole project which would apply to all streetlights in Essa since there are funds to do so.

Respectfully submitted,



Bob Morrison, CRS-I
Manager of Public Works



Colleen Healey-Dowdall
Chief Administrative Officer

Attachments:

1. Investment Grade Audit from Realterm Energy
2. Staff Report PW020-19



Investment Grade Audit for the Township of Essa

LED Streetlighting Conversion

September 17, 2019

P-1006

Primary Contact

Keith Allen
Managing Director, Business Solutions
Realterm Energy Corp.
2245 St. Lawrence Street, Montreal, Quebec H3S 2T3
514-491-1100
keith@realtermenergy.com



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September 17, 2019

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

Dear Mr. Morrison,

We are pleased to present this Investment Grade Audit (IGA) of the streetlight network for the Township of Essa.

We have concluded our detailed analysis of your streetlight system to reflect the proposed upgrade to LEDs based on our GIS/GPS mapping. The existing streetlights to be upgraded to LEDs under the scope of work of the IGA presented are currently consuming 562,291 kWh. By upgrading to LEDs, your projected annual energy consumption will fall substantially to 165,093 kWh, resulting in 397,198 kWh of energy savings, equivalent to **71%** consumption reduction.

The total project cost is \$475,848 including allowances for rewiring, fusing, arm replacement and other installation allowances listed in Section 7.2. – Allowances. The estimated available incentives are \$50,225 from IESO. We have included the following project specific appendices:

- 1) Appendix A: The cost depicted in the main body of this IGA is inclusive of a custom green color to be added to 77 Cobrahead LED fixtures. Alternatively, should the Township wish to not proceed with green color on these fixtures, the price differential is summarized in Appendix A.
- 2) Appendix B: Projected added cost for including CIMCON smart control system.
- 3) Appendix C: List of recommended spare materials (LED luminaires and photocells) should the Township wish to have these materials included as part of the project scope of work.
- 4) Appendix D: Estimated costs the Township can expect for the LED Upgrade of the Decorative fixtures.

We look forward to moving your project to the next phase. We will arrange for a conference call to discuss the contents of this report in the next few days, but until then please feel free to contact us should you have any questions.

Yours truly,

Sean Neely, President
sneely@realtermenergy.com

1. EXECUTIVE SUMMARY

Technical/ Environmental Assessment	Title	Township of Essa LED Streetlight Conversion
	Baseline	941 HID ⁽¹⁾ Cobrahead fixtures, Total demand: 130.2 kW Annual energy consumption: 562,291 kWh Annual operating hours: 4,320
	Technology Employed	Smart ready LED Fixtures
	Technology Provider(s)	Cree
	Technical Specifications	7-PIN, Smart ready fixtures Color temp: 3,000K Average life ≥ 100,000 hours CRI ≥70, IP ≥ IP 65
	Fixture Warranty	10 years
	Annual Energy Savings	397,198 kWh (71%)
	Financial Assessment	Financing Scheme
Total Project Cost		\$475,848
IESO Incentive		\$50,225
Net Project Cost		\$425,623
Project Reference Period		23 Years
Payback Period		3.2 Years

(1) - High Intensity Discharge

2. INTRODUCTION

RealTerm Energy has examined in detail the Township of Essa's existing streetlight network records to produce this Investment Grade Audit. Our analysis included the following stages:

- Evaluate existing GPS/GIS data of the entire streetlight inventory of the Township
- Apply appropriate LED-based lighting designs
- Update the replacement LED fixtures from the desktop review
- Examine in detail the Township's utility bills
- Examine detailed maintenance records of the Township
- Establish baseline results for energy consumption and maintenance costs
- Revise estimated project costs and savings potential

A summary of our findings:

	IGA RESULT
Number of Fixtures	941
Type of Fixture	HID
Energy Savings (%)	71%
Energy Consumption (kWh)	562,291
Projected Annual Energy Costs	\$141,299
Annual Maintenance Cost (5-year average)	\$28,378
Average Annual Cost per Fixture	\$180
Total Annual Operating Cost	\$169,677
Total Project Costs	\$475,848
Incentives (IESO)	\$50,225
Net Project Costs <u>after</u> Incentives	\$425,623

Ja

3. GPS MAPPING

RealTerm Energy conducted a complete GIS inventory of the Township of Essa's streetlights and used the information derived from this review to develop a detailed picture of Essa's current streetlighting network which includes the following:

- Accurate count of all fixtures and fixture types
- Wattage of each existing fixture
- Length of fixture arms, fixture heights, setbacks from roadway, pole spacing, etc.
- Exact GPS coordinates
- Road classifications
- Utility pole ID numbers (when available)

From this data, we established a profile of Essa's streetlight inventory and defined key parameters such as demand and energy consumption. This then allowed us to accurately estimate energy savings potential associated with the LED upgrade.

A detailed breakdown of the revised lighting inventory, obtained from the GIS/GPS audit is presented below:

3.1. GPS Inventory (Actual)

TYPE	SYSTEM WATTAGE	QTY	DEMAND (kW)
COBRAHEAD FIXTURES			
Cobrahead - HID 70W	100	309	30.9
Cobrahead - HID 100W	130	489	63.6
Cobrahead - HID 150W	190	71	13.5
Cobrahead - HID 200W	250	2	0.5
Cobrahead - HID 250W	310	70	21.7
TOTAL		941	130.2

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4. LED REPLACEMENT INVENTORY

The reduced demand following the LED streetlight upgrade will directly impact annual energy consumption, measured in kWh. Our findings show that the demand will be reduced by 91.9 kW. This will result in energy savings of 71% over the current consumption, equivalent to 397,198 kWh annually. The table below illustrates the proposed changes to Essa's inventory, based on our examination of the GPS data and lighting design results (see next page for more details on our design methodology).

Following input from the Township, our design team developed photometric design plans utilizing 3000K color temperature. The 3000K fixtures warm color offers pedestrian comfort without compromising the safety and visual acuity required in higher classified roads and areas of high pedestrian activity.

4.1. LED Replacements (Actual, Post-Upgrade)

LDC	TYPE	WATTAGE	QTY	DEMAND (kW)	DLC*	COLOUR-TEMP.
COBRAHEAD FIXTURES						
Hydro One	33W_XSPSM D HT 2ME 5L 30K7 UL green N Q4	33	72	2.4	DLC	3,000K
Hydro One	33W_XSPSM D HT 2ME 5L 30K7 UL SV N Q4	33	559	18.4	DLC	3,000K
Hydro One	40W_XSPSM D HT 3ME 5L 30K7 UL SV N Q6	40	75	3.0	DLC	3,000K
Hydro One	40W_XSPSM D HT 4ME 8L 30K7 UL green N Q2	40	5	0.2	DLC	3,000K
Hydro One	40W_XSPSM D HT 4ME 8L 30K7 UL SV N Q2	40	65	2.6	DLC	3,000K
Hydro One	59W_XSPSM D HT 2ME 8L 30K7 UL SV N Q6	59	6	0.4	DLC	3,000K
Hydro One	59W_XSPSM D HT 3ME 8L 30K7 UL SV N Q6	59	8	0.5	DLC	3,000K
Hydro One	59W_XSPSM D HT 4ME 8L 30K7 UL SV N Q6	59	9	0.5	DLC	3,000K
Hydro One	67W_XSPMD D HT 2ME 12L 30K7 UL SV N Q4	67	71	4.8	DLC	3,000K
Hydro One	67W_XSPMD D HT 3ME 12L 30K7 UL SV N Q4	67	23	1.5	DLC	3,000K
Hydro One	81W_XSPMD D HT 4ME 12L 30K7 UL SV N Q6	81	43	3.5	DLC	3,000K
Hydro One	91W_XSPLG D HT 3ME 24L 30K7 UL SV N Q1	91	5	0.5	DLC	3,000K
TOTAL			941	38.2		
Notes:						
1. 37 LED Cobraheads to be installed with backlight shields.						
2. 77 of the Cobraheads are to come with custom green color to match the existing pole color. As an alternative to this option, refer to appendix A.						

*DLC-listed products are LED products that have been tested at a DLC-approved laboratory and comply with specified performance and energy efficiency criteria. These products are eligible for IESO incentive. For further information please visit the DesignLights Consortium website at www.designlights.org.

5. LED LIGHTING DESIGN

RealTerm Energy’s technical evaluation team reviewed the collected geospatial dataset and formulated a hybrid approach to completing the roadway designs for Essa. After evaluating the configuration of each light fixture for road classification, pedestrian activity, pole spacing, mounting height, arm length and curb setback, we have concluded that Essa can achieve the same or better lighting levels as those under its current streetlights. We have implemented a design solution of selected LED luminaires that follow the RP-8-2018 recommendations where possible, within the existing infrastructure configuration (RP-8 is a recommended, though not a required practice for roadway illumination).

The reason that a portion of Essa’s luminaires do not meet RP-8 may be due to several factors, including:

- Inadequate pole spacing (poles are spaced too far apart), insufficient mounting height, or
- Missing light fixtures (at essential locations to eliminate gaps).

Our analysis concludes that in all instances where RP-8 could not be achieved with a new LED fixture, this was already the case for the existing fixture. In such instances, photometric design has been utilized to select an LED luminaire for which the wattage and distribution pattern combine to meet or exceed the existing lighting levels.

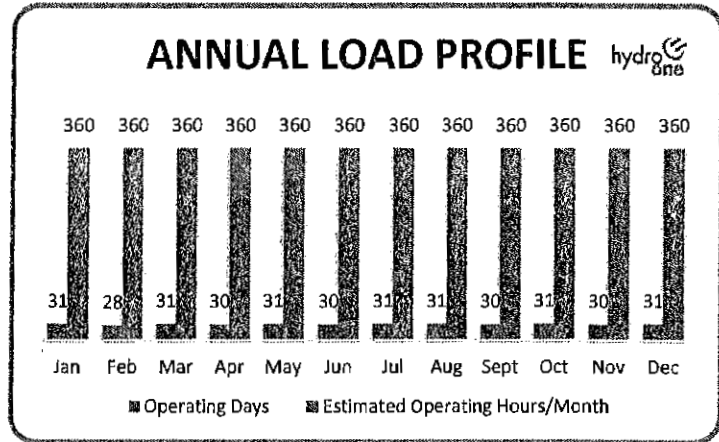
Based on the replacement luminaires detailed in the following pages, we anticipate that the impact on the Township’s annual energy consumption will be as follows:

PARAMETER	IGA Results	%
Current Annual Energy Consumption (kWh)	562,291	
Projected LED Annual Energy Consumption (kWh)	165,093	
Annual Savings (kWh)	397,198	71%

6. ENERGY AND COST SAVINGS ANALYSIS

6.1. Hydro One's Load Profile

Streetlights are generally not metered, but rather deemed to be 'on' and are therefore billed based on a load profile, determined by the utility company. The annual load profile is a critical part of the Baseline calculation, used to project the actual energy consumption and future energy savings that will be realized after the upgrade. The load profile utilized by Hydro One, Essa's utility company, appears on the right.

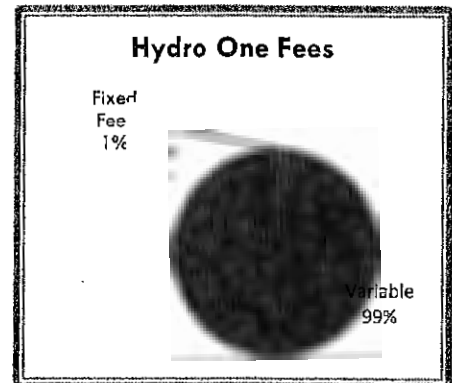


6.2. Baseline Energy Calculations

Utilities charge two types of fees: fixed and variable. Fixed fees are constant both before and after the upgrade as they are charged on a per connection basis. Variable fees are based on consumption and therefore decrease following an upgrade to LEDs. Higher fixed fees as a percentage of the total bill result in lower potential dollar savings post-upgrade.

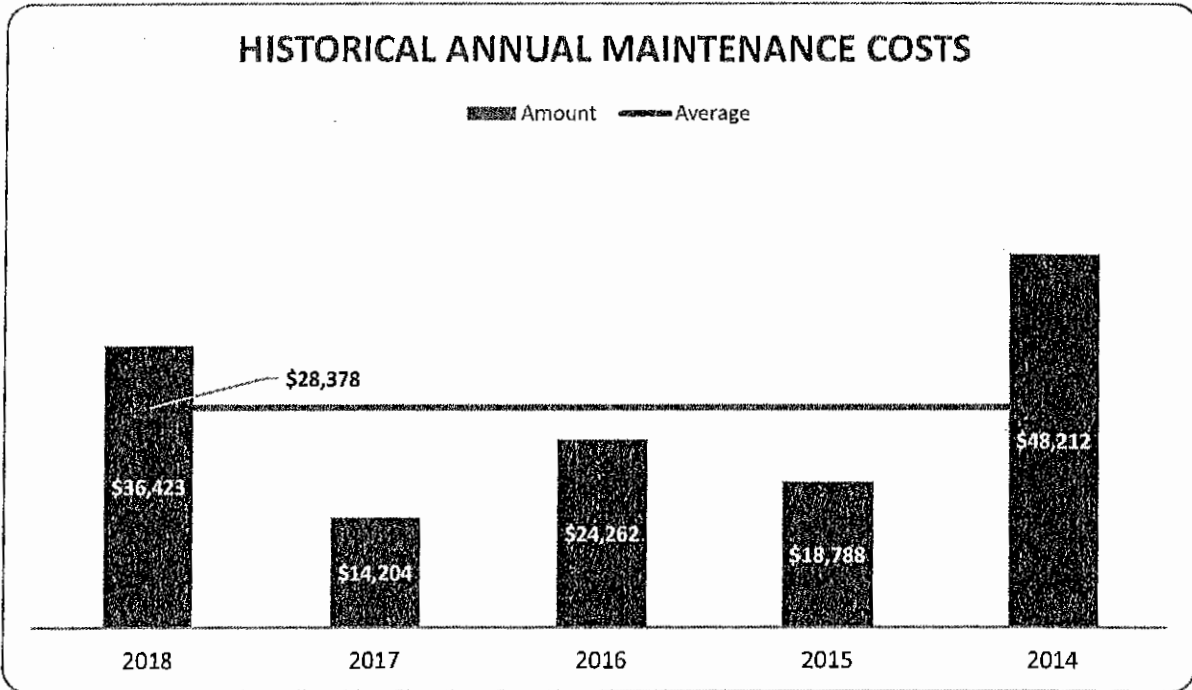
In the case of Hydro One, the fixed fees are almost negligible, close to 1%. Since Hydro One has very low fixed fees, then almost all the demand savings will show up in the municipality's billing.

	Fixed Fees	Variable Fees	Total Energy Cost
Before	\$34	\$141,266	\$141,299
After	\$34	\$35,684	\$35,718
Savings	-	\$105,581	\$105,581



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6.3. Baseline Maintenance Analysis

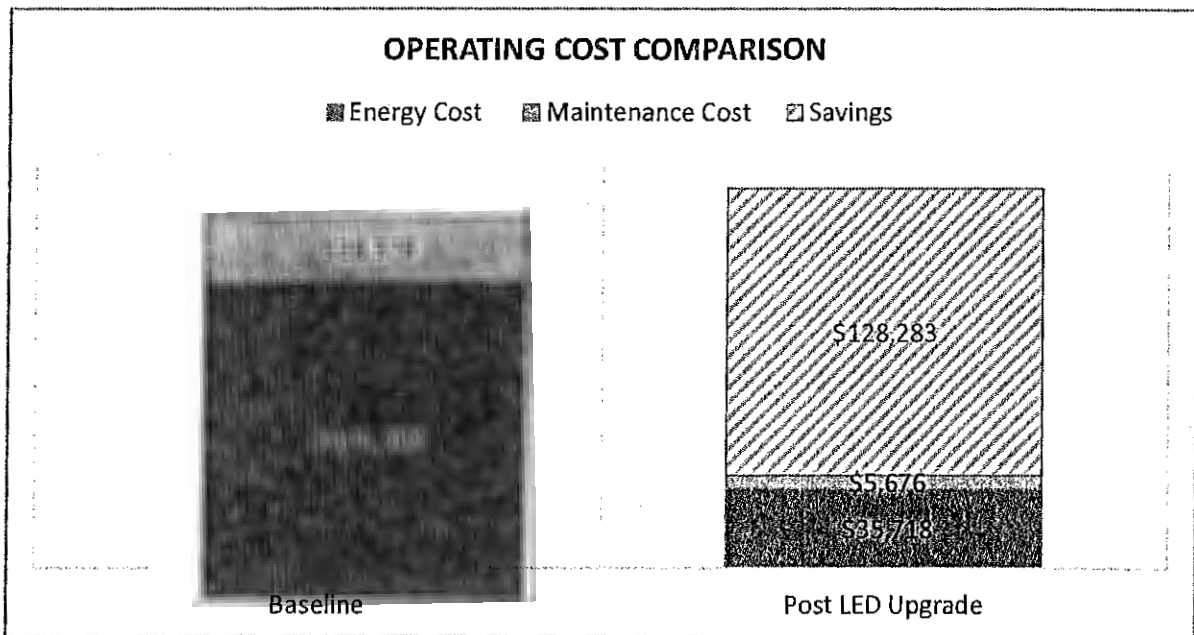


We have examined the maintenance costs for the past 5 years when data was provided by the municipality. The average is \$28,378 per annum, which equates to roughly a cost per fixture of \$30.20 (prorated for the scope of fixtures included in this IGA). This average is in line with the average expenditure we have compiled for Ontario communities of similar size. We conservatively estimate that ongoing LED maintenance will equate to 80% savings over current HPS expenditures, or approximately \$22,702 in savings in the first year.

Different manufacturers propose varying estimates for ongoing maintenance costs of LED fixtures. While it is unrealistic to assume that no annual maintenance will be required, the fixtures themselves do not contain components that require periodic replacement (such as HPS bulbs and ballasts). While actual maintenance costs are likely to be a mere fraction of our estimate in any given year, we recommend incorporating this figure into municipal budgets to account for periodic cleaning or other eventualities over the life of the fixture and not covered under the manufacturer's 10-year warranty.

6.4. Energy and Maintenance Cost Comparison

PARAMETER	BASELINE	POST LED UPGRADE	VARIANCE	PERCENT
Number of Fixtures	941	941		
Annual Electricity Consumption (kWh)	562,291	165,093	397,198	71%
Annual Electricity Costs	\$141,299	\$35,718	\$105,581	75%
Annual Maintenance Cost	\$28,378	\$5,676	\$22,702	80%
Total Street Lights Expenditures	\$169,677	\$41,394	\$128,283	76%
Average Annual Cost per Fixture	\$180	\$44	\$136	76%



7. PROJECT COSTS: CAPITAL PURCHASE

In a Capital Purchase financing option, or a "Design, Upgrade and Transfer", the Township arranges the financing of the project. Typically, this would be from a source similar to Infrastructure Ontario which has low-cost interest rates.

7.1. Project Costs, Savings and Investment Return

PROJECT COSTS	
Number of Fixtures	941
Total Project Costs	\$475,848
Incentive	\$50,225
Net Project Costs	\$425,623

Note regarding the available incentives:

The above incentive amount is calculated using the Save on Energy Program Prescriptive Worksheet for Exterior Lighting Version 7.0 in force from April 2019. The **Save on Energy** programs are powered by the Independent Electricity System Operator (IESO).

This amount of the Incentive may vary in 2019 at the sole discretion of the IESO.

INVESTMENT RETURN

The payback period of the project, before including any financing costs is **3.2 years**.



7.2. Allowances

The total project cost includes provisional allowances as detailed below:

Provisional Items	Cobrahead	
	%	Quantity
Re-wiring	20%	188
Re-fusing	100%	941
Fuse Holder Replacement	20%	188
Arm Replacement	2%	19
Re-establish Connection Between Arm and Bracket	2%	19
Secondary Connection Refresh	5%	47
Luminaires in Proximity to High Voltage	5%	47
Third Party Quality Control	3-days of third-party quality control	

Billing of Provisional Items

The work covered by the allowances listed above are recommended as they will minimize the likelihood of service calls over the life of the fixtures, greatly reducing maintenance costs. During the installation phase, if additional work is required, the Township will be notified first before allowances are exceeded. Any additional work must first be authorized by the municipality and will be handled as a change order.

Luminaires near high voltage wires within a restricted zone:

In the case of cobrahead fixtures located near high voltage wires within a restricted zone, we have identified 3 different approaches to address and solve the issue while ensuring safety. The exact quantity of the fixtures located within the restricted zone can only be identified in the installation phase.

1. Safety is always the number one priority, and to that end, we will assess each location with the goal of relocating the affected luminaire to a safe location. This may involve the services of an engineer and additional costs imposed by Hydro One both of which will become a pass-through to the Municipality. However, we anticipate that there is a return to the Municipality through lower maintenance costs (fewer service calls) to the luminaire in the future.
2. Engage the services of high voltage crews to replace the existing luminaires. This option comes at a premium price, and is not recommended, as it does not solve any future access issues.
3. RealTerm Energy supplies the fixtures only (uninstalled), and the Municipality can work in conjunction with the local utilities to organize the installation.

If, during the installation, we find luminaires near high tension wires within a restricted zone, we will work with your municipal staff to determine which approach the Township prefers.

8. FINANCIAL APPRAISAL OF THE CAPITAL OPTION

8.1. Loan Costs

Infrastructure Ontario offers loans at favorable rates to most municipalities seeking to improve their civic infrastructure. Interest rates vary with market conditions and are set at the prevailing rate at the time the loan is advanced. The table below summarizes payment options that would be available to fund the project through Infrastructure Ontario. Please note these rates change daily and are submitted below for evaluative and budgeting purposes.

CAPITAL COST	TERM (YEARS)	INTEREST RATE	ANNUAL PAYMENT	COST OF BORROWING
\$425,623	10	2.40%	\$47,889	\$53,263

* Investment cost less IESO rebate

8.2. Net Savings After Financing Costs

Year	1	2	3	4	5	6	7	8	9	10
Annual Savings	\$128,284	\$131,905	\$135,631	\$139,464	\$143,407	\$147,463	\$151,636	\$155,930	\$160,347	\$164,891
Loan Repayment	\$47,889	\$47,889	\$47,889	\$47,889	\$47,889	\$47,889	\$47,889	\$47,889	\$47,889	\$47,889
Cash Flow	\$80,395	\$84,016	\$87,742	\$91,575	\$95,518	\$99,574	\$103,747	\$108,041	\$112,458	\$117,002
Cumulative Cash Flow	\$80,395	\$164,412	\$252,154	\$343,729	\$439,248	\$538,822	\$642,570	\$750,611	\$863,069	\$980,072

We have assumed that an Infrastructure Ontario loan with an amortization term of 10 years would optimize the overall savings potential to the Township.

As can be seen, there are significant net savings from the outset of the project, net of financing costs.

9. CALCULATION ASSUMPTIONS

1. The electricity cost savings were calculated based on Hydro One's current rates valid at the date of the preparation of this IGA. This information can be obtained online on the Ontario Energy Board website¹. The annual energy savings of the new LED streetlighting system were calculated based on the data collected by the GIS/GPS mapping. Any changes in the data obtained will change the energy consumption and cost savings.
2. In Ontario, all electricity rates reflect the wholesale electricity price. In the streetlight rate, the variations of the wholesale electricity prices are reflected by the Monthly Average Hourly Price and the Global Adjustment (updated monthly). In our calculation for Monthly Average Hourly Price we used \$0.02166/kWh and for Global Adjustment we used \$0.09887/kWh. These prices are the average prices of the last 12 months. The current and the historic Monthly Average Hourly Prices and Global Adjustment prices are available on the IESO website².
3. We have assumed that the IESO - saveONenergy program will continue to be in effect as promised, using the currently published rates (those used for the pre-approval), and that there will be no unexpected delays on the part of our partners, which would prevent us from meeting the deadline for the Township to receive this incentive. **Note that should the incentive evaluators enforce the custom incentive track, the total incentive may drop to approximately \$35,000.** While we will do everything we can to meet the requirements of this program and to gain this incentive for the Township, RealTerm Energy cannot take responsibility for those aspects which are outside of its control.
4. After the first year, the energy and maintenance costs' inflation rates are 3% and 2%, respectively.
5. The final project inventory and associated energy savings are subject to change based on modifications to the scope of work (i.e. removed/added luminaires, field design changes, etc.) outlined in this IGA report and are to be confirmed in the Final Installation Report (FIR) following the completion of the project close-out. The FIR will then be used to complete the billing change to the Utility/LDCs to reflect the actual installed LED inventory which ultimately will determine the actual energy and cost savings.

¹ Ontario Energy Board. Electricity Distribution Rate Applications. Retrieved September 2019, from <http://www.ontarioenergyboard.ca/OEB/Industry/Regulatory+Proceedings/Applications+Before+the+Board/Electricity+Distribution+Rates>

² Independent Electricity System Operator. Price Overview - Monthly Average Hourly Prices, By Year. Retrieved September 2019, from <http://www.ieso.ca/Pages/Power-Data/price.aspx>

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10. GREENHOUSE GAS REDUCTION

ESTIMATED GREENHOUSE GAS REDUCTION*	IGA Results
Current Annual Energy Consumption (kWh)	562,291
Projected LED Annual Energy Consumption (kWh)	165,093
Annual kWh Savings	397,198
Estimated Annual GHG Reduction (metric tonnes)	17
GHG Reduction over Luminaire Life (metric tonnes)	393

* GHG emissions depend on the electricity supply mix of the jurisdiction and time of use. These have been calculated using the most current, verified emissions factors found in the average emissions for 2014, released by Environment Canada in the 2016 National Inventory Report.



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11. CONCLUSION AND RECOMMENDATION

We have implemented a designed solution of selected LED luminaires that conforms to RP-8-2018 guidelines for as many of the streetlight locations as possible.

This combination of LED luminaires will result in energy consumption savings of 397,198 kWh per year over the incumbent HPS fixtures, which is equivalent to 71% energy savings.

If the Township of Essa chooses to move forward with the Design, Upgrade and Transfer option, the total project cost will be \$475,848, which includes the upgrade of some elements of the lighting infrastructure such as fuses, fuse holders, wires, davit arms and secondary connections as stated in section 7.2 - Allowances. The Township should expect a payback period of 3.2 years with an IESO Incentive of \$50,225.

The next steps to start the implementation of this new technology and start seeing energy and maintenance savings are as follows:

- Meeting to review IGA with staff and RealTerm Energy team
- Approval of the IGA
- Submit IESO rebate (prepared by RealTerm, but municipal staff must submit)
- Review contract to proceed with project
- Sign contract

12. TERMS AND CONDITIONS

The total project cost includes the following scope of work:

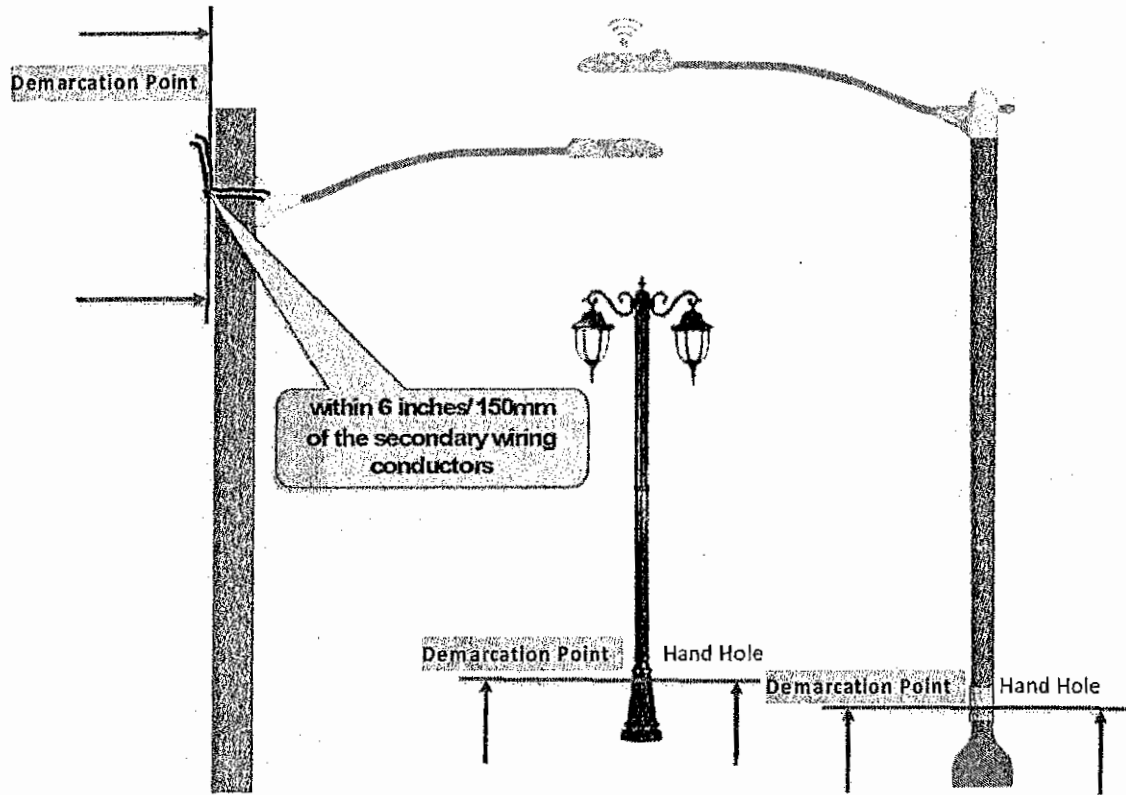
1. Data collection including GIS/GPS mapping of the existing and proposed luminaires.
2. Photometric Lighting Designs for both Cobrahead & Decorative fixtures. The IGA summary for the decorative inventory will be presented through a separate deliverable.
3. Remove 941 existing HID cobrahead luminaires and supply and install 941 cobrahead LED luminaires with photocell controllers.
4. All provisions and allowance detailed on Section 7.2 – Allowances.
5. ESA permits and inspection of work.
6. Recycling of the removed HID luminaires.
7. Project management.
8. Provide the Municipality with a copy of the GIS data once installation is complete to include the final LED Inventory installed, date, type, location, etc. The documents will include: Excel file, KMZ file and GIS Shape Files.
9. Commissioning.
10. Completing billing change(s) on your behalf based on the new LED lighting system installed by RealTerm Energy and based on the information provided by the Municipality and Utility regarding the metered and unmetered lights. RealTerm Energy assumes that the information provided by both parties are accurate and reflects the current state of the actual inventory.
11. Third party quality control. Based upon this sample, should further action be required to correct any deficiencies observed in the installation, remedial work and any associated costs shall be borne by the installer.
12. Applying on your behalf for the available IESO incentives. The final incentive amount will be determined by the Utility and is not guaranteed by RealTerm Energy.
13. RealTerm Energy and our Installation Contractor warrant all workmanship completed within the work area for a period of one (1) year following the completion date of the installation.
14. The Luminaire and Photocell are covered by their manufacturer's warranties for 10 and 12 years, respectively.
15. If material/equipment ordered is removed from the installation scope of work after being ordered, the ordered material/equipment that was not installed will remain in possession of the Municipality after the installation is complete and RealTerm Energy will not provide credit for the uninstalled material/equipment.
16. This IGA is valid until November 15, 2019.
17. The total project cost is in Canadian dollars and does not include HST.

For greater clarity, the scope of work set forth herein shall constitute the sole and entire scope of work for the Project and supersedes all prior and contemporaneous understandings, agreements,

representations and warranties, both written and oral, with respect to the Project. The Parties have not relied on any statement, representation, warranty or agreement of the other Party or of any other person acting on such Party's behalf, including any representations, warranties, or agreements arising from statute or otherwise in law, except for the representations, warranties, or agreements expressly contained in this Agreement. Without limitation of the foregoing, the parties acknowledge and agree that the following items are not included in the scope of work and nor the total project cost:

1. Any cost related to upgrading your existing lighting/electrical systems to provincial and or federal standards.
2. Any cost related with the replacement of the existing relays for the group-controlled streetlights (controller box).
3. Any fees related to the connections to the secondary bus in the unlikely case that your Utility insists on charging a fee.
4. Any other fees which may be charged by a third party.
5. Any costs related to works beyond the Demarcation Point, described as follows:
 - Work performed on the electrical system by RealTerm Energy will be confined to the Luminaire and an area between the agreed upon "*Demarcation Point*" (in the majority of cases a point within 6 inches/150mm of the secondary wiring conductors) on what is referred to as the "Tail". This is the location at which a Fuse and Fuse Holder should exist and acts as a disconnect to allow easy service, protect the new luminaire and wiring from voltage surges and provide a safe working environment. In the event that a Fuse and Fuse Holder do not exist, they will be installed.
 - For Decorative Poles and Stand-Alone underground fed units the "*Demarcation Point*" is located at the base of the pole in the "Hand Hole". Where Overhead feeds are in use, the "*Demarcation Point*" is located at the base of the arm holding the fixture, where the connection is made to the secondary wires.
 - If RealTerm Energy dispatches a maintenance contractor and the required repairs are outside of the work areas, we will recommend a solution and communicate this information to the Client for approval before proceeding.

13. SCOPE OF WORK DIAGRAM



The foregoing excluded items and any other items not included within the scope of work may be provided by RealTerm Energy at an additional cost pursuant to a separate written agreement or amendment between the parties only. The above list of exclusions is not meant to be exhaustive, as network site conditions vary, and shall not operate in any way to limit the exclusions of this paragraph or imply any obligation or duty on the party of RealTerm Energy to complete any work other than the specifically defined scope of work set forth herein.

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Bob Morrison
Manager of Public Works

5786 County Road 21
Utopia, ON L0M 1T0

The information contained herein will form part of the Installation contract documents as well as the Scope of Work for the LED Streetlighting conversion project. The undersigned is authorized to sign on behalf of the Township and accepts the entirety of this Investment Grade Audit P-1006 IGA_Essa_ON_CAN-LAS-2019-09-17.

Please initialize which options you would like to proceed with.

Option	Document Section	Initial (Select One Option Only)	Total Cost
Photocells including Green Cobras	Main Body of Report		\$475,848
Photocells excluding Green Cobras	Appendix A		\$467,641
Smart Controls Adder can be selected with either of the above options. Cost is Adder to select option.			
Smart Controls Option	Appendix B		\$97,196

Please note that we have included a recommended spare material inventory as an appendix. If the Township wishes to exclude this option, please indicate so in the table below:

Option		Total Cost
Appendix C - Recommended Spare Inventory	If you do not wish to include spares, please write "DECLINE" here: _____ If the above is left blank, the spare inventory will be included.	\$4,646

Authorized Signature

Name (please print)

Title (please print)

Date

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APPENDIX A: GREEN COBRAS OPTION



Green Cobras Option

Within the Township Streetlight inventory, 77 of the collected fixtures included in this report's Scope of Work had green colored poles. In order to maintain uniform color between fixture and poles, RealTerm Energy recommends matching the LED Cobrahead fixture color with that of the poles. However, since green is considered a custom color by Cree, addition fees are associated with this option in addition to an extended lead time of approximately 12 weeks. This Appendix A provides the total cost associated with the green option so that the Township can make the final decision on the fixture color at these locations. Should the township wish to include the standard colors instead, the color options would be Black, Bronze and Silver. The cost summary of excluding the green option is depicted below:

Description	Total
Quantity Fixtures with Green Color	77
Project Cost with Green Cobras	\$475,848
Total Deduct for Excluding Green Cobras	\$8,207
Project Cost without Green Cobras	\$467,641
Incentive from IESO	\$50,225
Net Project Cost without Green Colored Cobras	\$417,416

If you wish to proceed with a standard color option, please confirm so by signing off on the "Photocells excluding Green Cobras" option on the signature page of this IGA.

APPENDIX B: CIMCON SMART CONTROL OPTION

CIMCON Smart Control Option

Adding adaptive controls can help municipalities make the most of their LED streetlight conversion. By including adaptive controls from the outset, you open yourself up to more energy and maintenance savings, less light pollution, and increased safety on Township streets. You also "future-proof" your streetlight network and open up the possibility of adding a myriad of additional Smart City applications later on without having to spend the time and money going back to streetlights that have already been installed.

The table below presents the additional costs associated with the implementation of CIMCON smart control system for the Essa Cobrahead inventory, based on a quote obtained by RealTerm Energy for this project. Final cost may vary should the Township prefers to select an alternative control system option be preferred (ex: LTE). Additionally, the final cost may vary based on the final system implementation.

PROJECT COSTS	Total
Number of Fixtures	941
Estimated Smart Control Cost (*)	\$110,781
Photocell Credit	\$13,585
Estimated Net Adder for Controls	\$97,196
Estimated Project Cost with Smart Controls	\$573,044
Incentive from IESO	\$50,225
Estimated Net Project Cost with Smart Controls	\$522,819
Payback Period, Years	3.9

(*) Includes Hardware and Installation (Smart Nodes and Gateways), Training, and Central Management Software & Licensing for the first year.

Note that given the dispersion of the lights in the Township, it is likely that a number of nodes will have difficulty communicating under a gateway solution. Should the Township wish to explore the implementation of a control system further, RealTerm Energy can advise in a final solution that can best meet the Township's needs.

The total cost for the Smart Controls presented in this IGA includes:

- Smart nodes for the fixtures
- (2) Communication Gateways
- (25) Additional nodes to serve as spare inventory
- Central Management Software (CMS) for the first year
 - The ongoing cost of the Software-as-a-service (SaaS) after the first year which grants access to the CMS is not included. This ongoing fee varies by manufacturer but is typically in the range of \$4.00-\$10.00/node/year based on system network architecture (RF Mesh, Cellular, etc.).



APPENDIX C: RECOMMENDED SPARE INVENTORY

Recommended Spare Inventory

A summary list of the recommended inventory spares is presented below (Luminaires, Photocell) and is based on the material specified in the IGA Report. Should the Township wish to exclude the spare material from the project, please indicate so by writing "Decline" on the signature page above.

Summary of Spare Material		
Part Number	QTY	Material Type
33W_XSPSM D HT 2ME 5L 30K7 UL green N Q4	2	LED Luminaire
33W_XSPSM D HT 2ME 5L 30K7 UL SV N Q4	6	LED Luminaire
40W_XSPSM D HT 3ME 5L 30K7 UL SV N Q6	2	LED Luminaire
40W_XSPSM D HT 4ME 8L 30K7 UL SV N Q2	2	LED Luminaire
67W_XSPMD D HT 2ME 12L 30K7 UL SV N Q4	2	LED Luminaire
81W_XSPMD D HT 4ME 12L 30K7 UL SV N Q6	1	LED Luminaire
TRS2-CUL	15	Photocell

Notes:

- Spare material will be sent directly to the Township. Freight for an order of this size would be included at no additional cost to the Township.
- Should the Township wish not to proceed with the green color option, the above list would have to be updated.
- Should the Township wish to include an alternative breakdown (type and quantity) of spare material, the list above can be adjusted accordingly.
- Should the Township proceed with the Smart Control System option, the above list of recommended spare material would have to be updated to exclude the photocells as 25 spare nodes would be part of the Smart controls offering.

Cost of Spare Material	
Number of Fixtures (Spares)	15
Total Cost of Spare Fixtures	\$4,646
Total Project Cost	\$475,848
Total Project Cost with Spares	\$480,494

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APPENDIX D: DECORATIVE FIXTURES & PRODUCT
EVALUATION

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Decorative Fixtures

Existing Inventory

TYPE	SYSTEM WATTAGE	QTY	DEMAND (kW)
DECORATIVE FIXTURES			
Top Hat - HPS 100W	130	69	9.0
Lantern Pendant -HPS 100W	130	67	8.7
Lantern Side Mount - 100W	130	17	2.2
Subtotal		153	19.9

The table below illustrates what the Township can expect as estimate costs related to the audited Decorative fixtures. The final cost will be based on the deco luminaire option selected by the Township and final installation rates, which will be confirmed and depicted in a separate decorative IGA summary.

Project Cost: Capital Purchase

PROJECT COSTS	Lower Tier Cost Range	High Tier Cost Range
Number of Fixtures	153	153
Estimated Total Project Costs	\$173,339	\$279,082



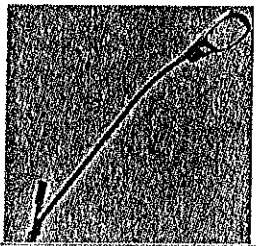





The above pricing depicts the low to high range. Pricing may be between the ranges depending on the final selected replacement by decorative type. Please refer to the Decorative Product Evaluation for additional information. Sample images and material cost by option are depicted in the "Suggested Decorative Options Report - Essa, ON" provided in a separate electronic file as part of this Appendix D.

Existing Inventory	Qty	Pricing Tier	LED Replacement Type
Top Hat - HPS 100W	69	Low	Acuity 245L
		Medium	Cyclone VMAT4A
		High	King Luminaire K582
Lantern Pendant -HPS 100W	67	High	Acuity GBLF2
		Low	Cyclone CL41P1
		Medium	King Luminaire K601D
Lantern Side Mount - 100W	17	High	Acuity GRSCS
		Low	Cyclone CL41P1
		Medium	King Luminaire K601D

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APPENDIX E: SITE SPECIFIC FIXTURE REPLACEMENTS

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Type	Qty.	Replacement	Before	After
Cobrahead	722	Cree XSPSM		
Cobrahead (Green)	77	Cree XSPSM (Green Custom color)		
Cobrahead	137	Cree XSPMD		
Cobrahead	5	Cree XSPLG		

Note: The above images are for illustration purposes only.

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APPENDIX F: LUMINAIRE SPEC SHEETS

- The Luminaire Spec Sheets are attached in a separate electronic file.

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APPENDIX G: LUMINAIRE PRODUCT WARRANTY

- The Luminaire warranty documents are attached in a separate electronic file.

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APPENDIX H: LIGHTING DESIGN LAYOUTS

- The designs of the proposed LED luminaires are attached in a separate electronic file.

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APPENDIX I: STREETLIGHT INVENTORY

- The streetlight inventory Excel file is attached in the electronic zip file.
- The Webmap version of the inventory can be accessed by clicking on the below link using the username and password provided below:
 - <https://arcg.is/nrOeK>
 - Username: *guest012*
 - Password: *guest2018*

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TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: PW020-19

DATE: May 15, 2019

TO: Committee of the Whole

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

SUBJECT: **One-time Payment from the Ministry of Municipal Affairs and Housing**

RECOMMENDATION

That Staff Report PW020-19 be received; and

That Council authorize the Manager of Public Works to prepare the necessary tender in order to convert the Township HPS streetlights to LED streetlights, and

That the one-time payment of \$676,935 from the Ministry of Municipal Affairs and Housing be used to fund this project.

BACKGROUND

On March 20th, 2019, the Township received a letter from the Ministry of Municipal Affairs and Housing outlining a one-time payment for small and rural municipalities, *"intended to help modernize service delivery and reduce future costs through the investments in projects such as: service delivery reviews, development of shared service agreements and capital investments."*

COMMENTS AND CONSIDERATIONS

Consideration has been given for the past several years to the conversion of the Township's streetlight inventory from High Pressure Sodium (HPS) streetlights to Light Emitting Diode (LED) streetlights. Staff believes that an LED conversion project would fit well with the intent of the one-time payment.

A replacement program of the Township's 1200 HPS streetlights to LED streetlights could potentially save the Township \$60,000 in electricity costs to operate the streetlights and \$20,000 on streetlight maintenance each year. Currently, the Township spends approximately \$130,000 on hydro to operate streetlights and \$25,000 on streetlight maintenance.

FINANCIAL IMPACT

The one-time payment from the Ontario Government will be \$676,935 and is being made unconditionally to small and rural municipalities.

It is estimated that a conversion project for all streetlights in the Township would cost \$700,000, however the exact costs will not be known until a bidding process is complete.

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SUMMARY/OPTIONS

Council may:

1. Take no action.
2. Authorize the Manager of Public Works to prepare the necessary tender in order to convert the Township HPS streetlights to LED streetlights, and that the one-time payment of \$676,935 from the Ministry of Municipal Affairs and Housing be used to fund this work.
3. Do not authorize the Manager of Public Works to proceed with a conversion program for the Township HPS streetlights to LED streetlights
4. Utilize the one-time payment of \$676,935 from the Ministry of Municipal Affairs and Housing for another project as selected by Council.

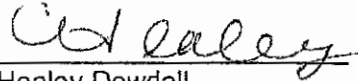
CONCLUSION

Staff recommends that Option 2 be approved.

Respectfully submitted,



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



Colleen Healey-Dowdall
Chief Administrative Officer

Attachments

No.1 – Letter from the Ministry of Municipal Affairs and Housing.

Farm Food to table

Ministry of
Municipal Affairs
and Housing

Office of the Minister

777 Bay Street, 17th Floor
Toronto ON M5G 2E5
Tel: 416 585-7000
Fax: 416 585-6470

Ministère des
Affaires municipales
et du Logement

Bureau du ministre

777, rue Bay, 17^e étage
Toronto ON M5G 2E5
Tél. : 416 585-7000
Télééc. : 416 585-6470



March 20, 2019

Your Worship
Mayor Sandie Macdonald
Township of Essa
5786 Simcoe County Road 21
Utopia ON L0M 1T0

Dear Mayor Macdonald:

Our government for the people was elected to restore trust, transparency and accountability in Ontario's finances. As you know, the province has undertaken a line-by-line review of our own expenditures, and we have been clear that we expect our partners, including municipalities, to take steps to become more efficient as well.

Municipalities play a key role in delivering many provincial services that people across Ontario rely on. Taxpayers deserve modern, efficient service delivery that puts people at the centre and respects hard-earned dollars.

Transforming service delivery and identifying more modern, efficient ways of operating is critical and complex work. As Minister of Municipal Affairs and Housing, I recognize that many of Ontario's small and rural municipalities may have limited capacity to plan and manage transformation, depending on the resources they have available and how far they have moved on their own modernization agendas.

That is why we are providing a one-time payment in the 2018-19 fiscal year to support small and rural municipalities' efforts to become more efficient and reduce expenditure growth in the longer term.

To ensure that this investment is targeted to where it is needed most, municipal allocations are based on a formula, which takes into consideration the number of households in a municipality and whether it is urban or rural.

While this investment is unconditional, it is intended to help modernize service delivery and reduce future costs through investments in projects such as: service delivery reviews, development of shared services agreements, and capital investments. Our government believes that municipalities are best positioned to understand the unique circumstances and determine where and how this money is best spent.

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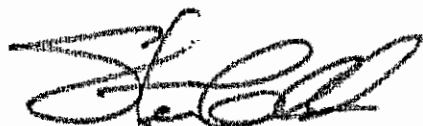
- 2 -

I am pleased to share that Township of Essa will receive a one-time payment of \$676,935 which will flow in this fiscal year.

Staff from our regional Municipal Services Offices will be in touch in the coming days for your acknowledgement of this letter and to discuss any questions that you might have. I encourage you to work with ministry staff as you begin to think about the best way to proceed for your community. The Municipal Services Offices can offer advice and point to examples that may be helpful as you contemplate local solutions. In the future, we would be interested to hear about your modernization success stories.

Thank you once again for your commitment to demonstrating value for money. I look forward to continuing to work together to help the people and businesses in communities across our province thrive.

Sincerely,



Steve Clark
Minister of Municipal Affairs and Housing

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TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: C032-19

DATE: October 2, 2019

TO: Committee of the Whole

FROM: Lisa Lehr, Clerk

SUBJECT: Proposed Language Modifications and Increases to Fees & Charges – Clerk’s Department

RECOMMENDATION

That Staff Report C032-19 be received; and

That Council consider approving the proposed language modifications and increases to the Fees and Charges By-law specific to the Clerk’s Department; and

That staff be authorized to proceed with a public meeting.

BACKGROUND

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

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

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

At their meeting of April 17, 2019, Council requested that staff prepare their report(s) specific to proposed increases to fees and charges in the early fall each calendar year. As such, this report has been prepared to outline proposed increases to the Clerk’s Department Fees and Charges for Council’s consideration, effective January 1, 2020.

COMMENTS AND CONSIDERATIONS

Each year, Department Heads conduct a review of the fees and charges pertaining to their respective service area(s). The review is conducted to ensure that the existing fee and charge structure is adequate in terms of any increased costs being incurred to provide the service, or identifying a fee that was not previously charged for. For most fees, staff use the existing schedule as a base, and then make a determination if inflationary or other pressures were significant to warrant an increase from the previous year.

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Based on the research conducted, the fees for Essa's Clerk's Department are in line with surrounding municipalities. After comparisons, the following recommendations are being made:

- Amend language in a few categories to provide for better to clarity to residents and staff (language amendments outlined in Attachment No. 1)
- Offer residents the option of having Civil Ceremonies performed off-site (only within the boundaries of the Township of Essa) during regular business hours (Recommended Fee is \$350.00)
- Add a new Business Licensing category (Recreational Facilities-Event Venues) with a cost of \$50.00 per license plus \$50.00 Fire Department Inspection (annual fees) ***per Staff Report C025-19 as approved by Council at their meeting of September 4, 2019*
- Increase the Canine Control "Transport/Pickup" fee from \$40.00 to \$50.00

Attachment No. 1 contains the proposed language modifications and increases to Essa's Fees and Charges specific to the Clerk's Department. This summary is being provided to Council for comment, review and consideration in advance the public meeting, which will be scheduled for October 16, 2019.

Attachment No. 2 contains the Fees and Charges of surrounding municipalities for comparative purposes, specific to the Clerk's recommendations for proposed fee increases.

FINANCIAL IMPACT

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

SUMMARY/OPTIONS

Council may:

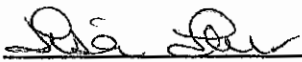
1. Take no further action.
2. **Approve the proposed language modifications and increases to the Fees and Charges specific to the Clerk's Department, and authorize staff to proceed with a public meeting.**
3. Amend the Fees and Charges specific to the Clerk's Department as Council deems appropriate.

CONCLUSION

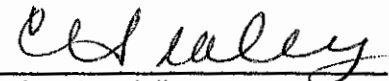
Staff recommends that Council approve Option No. 2.

Respectfully submitted:

Reviewed by:



 Lisa Lehr
 Clerk



 Colleen Healey-Dowdall
 Chief Administrative Officer

Attachments:

1. Summary of Proposed Modifications and Increases to Fees and Charges – Clerk's Department
2. Summary of Fees and Charges of surrounding municipalities, specific to Clerk's Department.

SUMMARY OF PROPOSED CHANGES TO FEE SCHEDULE FOR CLERK'S DEPARTMENT (Report C032-19)

Proposed Changes	Item	Current Rate	Proposed Rate	Proposed Amendment and/or Rationale for Increase and/or New Fee	
ADMINISTRATION FEES					
VITAL STATISTICS					
Amend Wording	Marriage Licenses and Civil Ceremonies	Civil Ceremony (on site during regular business hours)	\$250.00	Leave Rate the same	Amend to read "on site during regular business hours"
NEW		Civil Ceremony (off site during regular business hours)	n/a	\$350.00	New Service & Fee to accommodate civil ceremonies off-site during regular business hours;
LICENSE FEES					
Amend Wording	Recreational Facilities (Recreational Activities)	Various business license categories (ie: Golf Courses, Paintball, Archery, etc.)	\$50.00 PLUS \$50.00 Fire Inspection Fee	Leave Rate the same	Proposed Amendment to Wording of Item-to provide distinction b/w Recreational Activities and the new category of Event Venues per Staff Report C025-19
NEW FEE	Recreational Facilities (Event Venues)	Wedding Barns / Conference Centres	n/a	\$50.00 PLUS \$50.00 Fire Inspection Fee	NEW Category to license Wedding Barns / Conference Centres (per Staff Report C025-19)
CANINE CONTROL FEES					
Fee Increase & Amend Wording	Impound Fees ** Change to "Pick-up / Transport Fee"		\$40.00	\$50.00	Change Wording to "Pick-up / Transport Fee"-This fee is collected by ADHS upon owner of canine picking up their dog found running at large in addition to fee for dog tag to be purchased (Other fees collected by ADHS for impoundment). Proposed Increase puts us more in line with New Tecumeth & Springwater. Reimburses municipality for time/gas spent on transporting canine found to the Humane Society.
SIGN PERMIT FEES					
Amend Wording	Permanent Signs	measuring less than 4 ft x 4 ft	\$60.00	Leave Rate the same	Allows for distinction in sign parameters; Permanent signs larger than 1.2192m x 1.2192m (4ft x 4ft) should be inspected by Building Department for public safety reasons.
NEW	Permanent Signs	measuring larger than 4 ft x 4 ft, and including signs attached to buildings	\$60.00	Refer to Building Department Fees (10.6 and 10.7)	Building Department is responsible for inspecting signs larger than 1.2192m x 1.2192m (4ft x 4ft). Fees should be in accordance with Building Department Fee Schedule (10.6 & 10.7). Separation of permanent signs based on size (ie smaller than 4x4 or larger than 4x4) allows for clarity in which department is to be contacted for applications.

Attachment #1

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ITEM	TOWNSHIP OF ESSA	TOWN OF NEW TECUMSETH	TOWNSHIP OF CLEARVIEW	TOWN OF INNISFIL (Effective Jan 1, 2020)	TOWNSHIP OF ADJALA-TOSORONTIO	TOWN OF BRADFORD WEST GWILLIMBURY	TOWNSHIP OF SPRINGWATER	PROPOSED FEE / SERVICE EFFECTIVE JANUARY 1, 2020
Civil Ceremony (Off-Site in municipality during regular working hours)	n/a	\$350	n/a	\$323 + \$57 mileage anywhere outside of Innisfil max 100km + 27/witness	n/a	n/a	n/a	ADD NEW CATEGORY \$350
Transport/Pickup Fee (Canines) -This is for transport to ADHS if dog found; Owner also has to purchase dog tags & pay impoundment fees with ADHS)	\$40.00	\$50 / \$100 / \$150 / \$200	\$40	\$114	\$25 / \$50 / \$100	\$15 / \$30 / \$50	\$50	Increase to \$50
Business Licensing – Wedding Barns/Conference Centres	n/a	n/a	n/a	n/a	n/a	n/a	n/a	ADD NEW CATEGORY \$50.00 per year

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Attachment #2



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: CAO043-19

DATE: October 2, 2019

TO: Committee of the Whole

FROM: Colleen Healey-Dowdall, Chief Administrative Officer

SUBJECT: Update on Transit

RECOMMENDATION

That Staff Report CAO043-19 be received; and

That staff develop a Service Agreement with Abe's Taxi of Angus based on a fare-subsidy of a maximum of \$8 inclusive of tax, to be presented to Council at another future meeting; and

That staff investigate Essa's eligibility for dedicated transit gas tax funds and the possibility of uses of gas tax money towards the purchase of a bus shelter and station amenities, and an accessible van to provide accessible service in Angus.

BACKGROUND

Council has approved, in principle, the concept of formulating a service contract to enter into a Service Agreement with Essa's only licensed taxi cab company, Abe's Taxi, to provide for rides for Angus residents to the Angus Lynx Bus Stop/Station and home again. Abe's Taxi operates in Angus and their taxis are reliable, clean and smoke-free. Abe's Taxi operates 5 vans, however, they are not accessible to those with a wheelchair. Abe's Taxi is agreeable to the fare rate (one-way) being \$8 inclusive of tax. A system of monitoring Lynx ridership to and from the Angus Bus Station will need to be implemented.

At present, the County's Lynx bus runs Monday to Friday, 13 hours a day, beginning at 5:30 – 6:00 am. The proposed Agreement would support Angus residents wanting to use the Lynx bus system.

COMMENTS AND CONSIDERATIONS

The City of Barrie has reported monthly ridership stats in 2019, ranging from a potential 900 rides each month to 1300. If this trend were to continue and Essa funded Lynx riders with \$8 for a one-way trip in Angus between their home and the Lynx Bus Station, then Essa could spend approximately \$10,400 per month on transit. Staff is currently

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investigating applying for the dedicated transit gas tax fund to assist with this subsidy to continue to encourage use of public transit which is a recognized means of fighting climate change.

Note, staff recommends a reliable system to ensure that taxi customers in Angus are also Lynx bus riders (and not just taking advantage of a free taxi fare to shop or eat). As a reminder, Council wanted to fund Angus users of the Lynx bus system only at this point. Other initiatives to promote the use of public transit can be investigated at a later date if Council wishes.

Further, Council should note that there could be a need for an accessible service in Angus and/or beyond throughout Essa. The Accessibility Coordinator could explore this need and stats maintained on this issue to help determine further action to ensure accessibility. Note that the County also has an on-demand Lynx service to pick up customers with accessibility issues within 400 m of a Lynx Bus Stop.

FINANCIAL IMPACT

A potential of \$10,400/month or \$124,800/year if ridership is 1300 trips/month. This is less than our yearly payment to the City of Barrie (2019 - \$182,711 estimated; 2018 - \$176,551 actual).

SUMMARY/OPTIONS

Council may:

1. Take no further action.
2. Direct staff to draft a Service Agreement with Abe's Taxi based on a fare-subsidy of a maximum of \$8.
3. Direct staff to draft a Service Agreement with Abe's Taxi based on a fare-subsidy of a maximum of \$6 (inclusive of tax) or another amount.
4. Investigate the possibility of receiving dedicated transit gas tax funds and eligible items which qualify for funding including but not limited to Bus Station amenities (i.e. a bus shelter and amenities) and an accessible van.
5. Direct staff in another course of action.

CONCLUSION

Options #2 and 4 are recommended.

Respectfully submitted:



Colleen Healey-Dowdall
CAO

Attachments: None.

Item No. 10(b) – Staff Report CAO045-19

“Meal Allowance Policy – For Staff Attending Meetings,
Workshops, Seminars and Conference

This item has been deferred to a future meeting of Council at the request of the Chief Administrative Officer.

Item No. 10(b) – Staff Report CAO045-19

“Meal Allowance Policy – For Staff Attending Meetings,
Workshops, Seminars and Conference

This item has been deferred to a future meeting of Council at the request of the Chief Administrative Officer.



TOWNSHIP OF ESSA STAFF REPORT

STAFF REPORT NO.: CA0046-19
DATE: October 2, 2019
TO: Committee of the Whole
FROM: Colleen Healey-Dowdall, Chief Administrative Officer
SUBJECT: IT Services

RECOMMENDATION

That Staff Report CA0046-19 be received for information purposes.

BACKGROUND

The Township of Essa has relied on the Town of Innisfil for IT services for over a dozen years. At present, the IT scope of services included in the Essa-Innisfil Service Contract includes the following:

- Support requests both for on-site and off-site responses provided
- Upgrades and maintenance, regular and agreed to
- Server and network maintenance including network connections to fire halls, arenas and the roads garage
- IT advice
- Hosting services as required for Great Plains and MOAR applications, including daily back-ups and off-site storage of data

At present, the Township pays \$69,360 for this service. Currently, there is a clause in the existing service agreement that states the agreement can be renewed at an annual increase of 2%.

COMMENTS AND CONSIDERATIONS

Council may wish to know that a meeting has been held with the Manager of IT Services for Innisfil and the following project-planning has been discussed for moving ahead:

- Cyber security training, including a phishing simulator to ensure that all staff are aware of potential security risks and to learn how to mitigate for such
- New phone system for the Municipality, moving the municipality's phone lines from analogue to digital with compatibility to Outlook on desktops

- Installation of Office 365
- The possible development of mobile device management which would centralize the management of all mobile devices
- Installation of display tv's and a voice lift system in the Council Chambers
- Development of a 9-1-1 app for fire as well for snow plow tracking software to allow residents to see where snow plows have been
- Development of a work order system
- Development of a resident observation portal to allow residents to submit road and facility deficiencies
- Development of a new agenda and meeting management system
- Improvement to the Township's firewall
- Development of GIS maintenance, and upgrade to service to ensure a merging of information for display

Aside from the above possibilities, which should be prioritized and included into the IT service contract whether with Innisfil or another IT service provider, Township staff have discussed with Innisfil, the Great Plains software package and further development of existing modules to allow advanced use of Great Plains. Discussions included expanding on Great Plains to use purchase orders and as well for logging hours and providing electronic pay slips. There is also a possibility of creating a virtual town hall so that residents can view utility and tax accounts on-line (not a lot of Innisfil residents use this at this time relatively-speaking).

Township staff and Town staff are interested to work together to ensure all existing software programs in the Municipality are better aligned centrally. Council may also wish to note the following:

- Innisfil is moving towards complete digital work orders which allows managers to run reports to view time spent on a project, ensuring that all work is listed within a specified work order, to provide for accountability, so that managers know everything that staff members are working on and all work is tied to an asset (and as well, possibly a time sheet to facilitate pay). Again, stats are then collected to facilitate analysis at year-end. The challenge being to have all employees working per a work order and having people catch up with the technology in place.
- Innisfil is looking at the purchase of an agenda management software package through one of varying companies at a cost ranging from \$8,000 - \$10,000 to better present agendas on-line to residents and members of the public.
- Asset management is tied into Innisfil's IT program so that all data links to Innisfil's Asset Management Plan. Data is populated, i.e. the length of road projects, entering information on the amount of traffic on varying roads, the unit cost for material, applying urban versus rural standard criteria to identify properties, and this then helps with capital planning and asset management planning as costs of assets are automatically tracked.
- Innisfil is also looking to tender for an IT Strategy. This compiles data sources and formalizes a plan moving forward regarding initiatives and ties all items to budget needs. Innisfil currently has a RFP on the market which could later be added onto, to include Essa, if Essa is interested. The IT Strategy will help to guide all

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municipal decisions and coordinate future decisions involving computers and software.

Innisfil's staff is very familiar with the Essa IT environment, our server and our programs. By using Innisfil IT, we are able to tap into the expertise of a department with experience hosting our database and familiar with the programs that we use. Innisfil will be presenting Essa with a renewed service agreement in the near future and it is this CAO's recommendation that this be considered, again, based on the expertise and experience that Innisfil is able to bring to the table.

FINANCIAL IMPACT

Essa currently pays Innisfil \$69,360 for IT service. It is not yet known what the proposed 2020 cost for sharing services will be. It is known that the Province and Council, both, have encouraged staff to find efficiencies through a sharing of services.

SUMMARY/OPTIONS



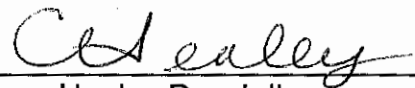
Council may:

1. Take no further action.
2. Consider entering into a renewed service contract with the Town of Innisfil when further information is received and considered.
3. Explore options for other service providers including a single employee to be hired by the Municipality or a company contracted out to provide support to the Municipality.

CONCLUSION

Option #2 is recommended.

Respectfully submitted:


Colleen Healey-Dowdall
CAO

Attachments:
By-law 2017-70

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THE CORPORATION OF THE TOWNSHIP OF ESSA

BY-LAW 2017 - 70

A By-Law to authorize the Mayor and Clerk to enter into a Combined Service Agreement with the Town of Innisfil for the provision of Information Technology Services.

WHEREAS the *Municipal Act 2001*, S.O. 2001, c.25, as amended, provides that municipalities have the authority to enter into agreements with one or more municipalities for the provision of services; and

WHEREAS the Township of Essa (hereinafter referred to as "The Township") has engaged the Town of Innisfil (hereinafter referred to as "The Provider") to perform certain computer maintenance and support services to the Municipality; and

WHEREAS it is deemed necessary to set out the duties and responsibilities of The Provider in relation to the provision of these services;

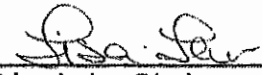
NOW THEREFORE the Council of the Corporation of the Township of Essa enacts as follows:

1. That the Provider, through its Manager of Information Technology, shall provide the required services in accordance with the specifications, duties and responsibilities as set out in the Service Contract, attached as Schedule A.
2. The Township shall pay the Provider for Services in accordance with the total sums per annum as set out in the Agreement.
3. The term of this Agreement commences on January 1, 2018 and ends on December 31, 2019, and shall be renewable in two-year terms upon the written consent of both Parties.
4. This Agreement will be reviewed by both parties at the end of each term of the Agreement. Should the Township or the Provider wish to not renew the Agreement, written notice shall be provided to the other party in accordance with the provision in the Agreement.
5. Any notice required to be given to the Provider pursuant to the provisions of this Agreement shall be given by mail, addressed to the Town of Innisfil, 2101 Innisfil Beach Road, Innisfil, Ontario. L9S 1A1.
6. That the Agreement attached hereto (Schedule "A") forming part of this By-law be approved.
7. That the Mayor and Clerk be authorized to execute the said Agreement.
8. That this By-law shall come into force and take effect as of the 1st day of January, 2018.

READ A FIRST, AND TAKEN AS READ A SECOND AND THIRD TIME AND FINALLY
PASSED on this the 2nd day of November, 2011.

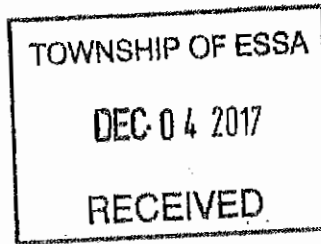


Terry Dowdall, Mayor



Lisa Lehr, Clerk

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CLERK SERVICES

November 30, 2017

Essa Township
5786 County Road 21
Utopia, ON L0M 1T0

Attention: Ms. Lisa Lehr, Clerk

Re: Information Technology Services Agreement with the Township of Essa

Please be advised that Council for the Town of Innisfil authorized the Mayor and Clerk to enter into an agreement with the Township of Essa for the provision of IT Services on November 15, 2017, under Council Resolution No. 2017.11.15-CR-01.

Attached please find two (2) signed copies of the above agreement for your consideration and signature.

Please return one fully executed copy to the attention of Clerk Services at the Town of Innisfil.

Yours very truly,

A handwritten signature in cursive script that reads "K. Creamer".

Kim Creamer,
Assistant Clerk
705-436-3740 Ext. 2410
kcreamer@innisfil.ca

SERVICE CONTRACT

for the provision of Information Technology Services to the Township of Essa

BETWEEN:

THE CORPORATION OF THE TOWN OF INNISFIL
("PROVIDER")

-and-

THE CORPORATION OF THE TOWNSHIP OF ESSA
("TOWNSHIP")

This Agreement is entered into on the 15th day of November, 2017.

RECITALS

- The Provider and the Township have a history exceeding 10 years of sharing Information Technology Services ("IT Services"), mainly through the hosting of corporate databases as well as other IT Services from time to time.
- Through working closely with the Township's Information Technology Department ("Essa IT") in the past, the Provider's Information Technology Department ("Innisfil IT") has developed a good understanding of the Essa IT environment.
- The Provider and the Township (collectively, the "Parties") acknowledge that this agreement will be mutually beneficial. The Township will gain access to an IT Services team for similar costs as they would have in hiring a single person, allowing for a more broad variety of experiences and specialties to meet their IT requirements. The Provider will gain more depth within Innisfil IT, allowing projects and support to be spread to those with the unique skills required.
- The Parties had previously entered into a separate agreement for application hosting services set to expire on December 31, 2017 ("Hosting Agreement"). The Parties

have agreed that it would be prudent to replace the Hosting Agreement and combine those services into this comprehensive Agreement moving forward.

NOW THEREFORE, as a result of the mutual covenants set out in this Agreement, the sufficiency of which is acknowledged, the Parties agree as follows:

ARTICLE 1: DEFINITIONS

1.1 For the purposes of this Agreement and in addition to the definitions set out in the recitals, the following terms have the meanings set forth below:

“**Specialty IT Services**” include, but are not limited to, services such as vendor upgrades and network cabling.

ARTICLE 2: SCOPE OF SERVICES

The Provider, through its Manager of Information Technology, shall provide the following IT Services to the Township:

2.1 Support help-desk services

2.1.1 Respond to end-user support requests, either on-site or remotely as required.

2.1.2 Regular site visits to resolve non-critical issues.

2.2 Upgrades and maintenance

2.2.1 Routine hardware and software upgrades as agreed to at the beginning of each calendar year.

2.2.2 Visual inspection of on-site server hardware during onsite visits.

2.2.3 Server and network maintenance including network connections to fire halls, arenas and works garage.

2.3 Project planning

2.3.1 Assist with creation of IT budget.

2.3.2 Assist with scheduling and planning of IT projects.

2.4 Application hosting

2.4.1 Hosting services as required for Diamond and MOAR applications.

2.4.2 Daily backups of MOAR and Diamond (at Innisfil) and off-site storage of back up media.

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ARTICLE 3: TOWNSHIP'S RESPONSIBILITIES

The Township shall be responsible for the following:

- 3.1 Support Requests:** The Township shall submit support requests via the methods set out by the Provider.
- 3.2 Budgets:** The Township shall coordinate annual IT budgets with the Provider for hardware/software upgrades, annual maintenance costs and Specialty IT Services.
- 3.3 Projects:** The Township shall coordinate in advance a work plan with the Provider for projects planned throughout the year.
- 3.4 Hardware/Software:** The Township shall consult with the Provider before purchasing any computer hardware, software or services/solutions that need to connect to the computer system.
- 3.5 Physical Access:** The Township shall provide the Provider with physical access to Township facilities in order to complete required maintenance or repair activities

ARTICLE 4: TERM, TERMINATION & AMENDMENT

- 4.1 TERM:** This Agreement will be effective from January 1, 2018 for a two-year term and shall be renewable in two-year terms upon the written consent of both Parties.
- 4.2 TERMINATION:** This Agreement may be terminated by either Party with no less than sixty (60) day's written notice to the other Party.
- 4.3 AMENDMENT:** This Agreement may only be amended by the written, mutual consent of the Parties.

ARTICLE 5: ACCOUNTING

- 5.1 ANNUAL FEE:** The Township shall pay to the Provider a fee as follows:

	2018	2019
Items 2.1-2.3	\$58,800	\$59,976
Item 2.4	\$9,200	\$9,384
Total	\$68,000	\$69,360

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Should this Agreement be terminated by either Party in accordance with Article 4 above, any outstanding fees shall be calculated on a pro rata basis for IT Services already provided.

Should this Agreement be renewed in accordance with Article 4.1 above, an annual increase of two percent (2%) shall apply to the fee as outlined above.

5.2 **INSTALLMENTS:** The Provider shall send invoices to the Township on a quarterly basis for payment of the fee outlined in Article 5.1.

ARTICLE 6: LIMITATION OF LIABILITY

6.1 **LIABILITY:** The Provider warrants that Innisfil IT will exercise due diligence in performing the IT Services outlined in this Agreement, however the Provider will not accept liability for catastrophic or unforeseen events. The Provider takes no responsibility for data entered by others or supplied to the Provider for importing or for any damages or loss to the Township resulting from privacy and security monitoring or server maintenance performance.

6.2 **INDEMNITY:** In no event shall the Provider be liable or responsible for any damages, loss of income or other loss the Township may suffer in the Provider's performance of the IT Services. The Township shall indemnify and save harmless the Provider against and from any and all claims, actions, liabilities, losses, damages or suits arising from the Provider's performance of IT Services.

ARTICLE 7: MISCELLANEOUS

7.1 **EMPLOYEES:** No person retained or hired by the Provider for the purposes of fulfilling its obligations under this Agreement shall be considered an employee of the Township at any time, including during onsite visits.

7.2 **RECITALS:** The recitals hereto shall be deemed to form an integral part hereof.

7.3 **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement of the Parties and supersedes all prior representations, proposals, discussions, and communications, whether oral or in writing.

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7.4 **NOTICE:** Any notice, report or other communication required or permitted to be given hereunder shall be in writing unless some other method of giving such notice, report or other communication is expressly accepted by the party to whom it is given and shall be given by being delivered or mailed to the following addresses of the parties respectively:

(a) To the Provider:

*The Corporation of the Town of Innisfil
2101 Innisfil Beach Road
Innisfil, ON
L9S 1A1*

Attention: Manager of Information Technology

(b) To the Township:

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

Attention: Municipal Clerk

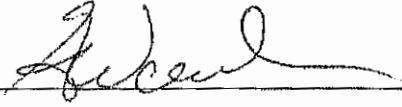
Any notice, report or other written communication, if delivered, shall be deemed to have been given or made on the date on which it was delivered to any employee of such party, or if mailed, postage prepaid, shall be deemed to have been given or made on the third business day following the day on which it was mailed (unless at the time of mailing or within forty-eight hours thereof there shall be a strike, interruption or lock-out in the Canadian postal service in which case service shall be by way of delivery only). Either party may at any time give notice in writing to the other party of the change of its address for the purpose of this Agreement.

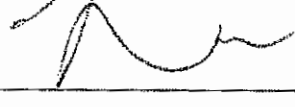
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- 7.5 **GOVERNING LAW:** The provisions of this Agreement shall be construed and interpreted in accordance with the laws of the Province of Ontario as at the time in effect.
- 7.6 **FORCE MAJEURE:** Neither Party shall be liable for damages caused by delay or failure to perform its obligations under this Agreement where such delay or failure to perform is caused by an event beyond its reasonable control. The Parties agree that an event shall not be considered beyond its reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in this Agreement would have put in place contingency plans to either materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing, the Parties agree that force majeure events shall include natural disasters and acts of war, insurrection and terrorism but shall not include shortages or delays relating to supplies or services. If a Party seeks to excuse itself from its obligations under this Agreement due to a *force majeure* event, that Party shall immediately notify the other Party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance exceeds fifteen (15) Business Days, the other Party may immediately terminate this Agreement by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating Party under this Agreement, at law or in equity.
- 7.7 **COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
- 7.8 **DATE OF EXECUTION:** This Agreement is executed as of the date first written above.

The Corporation of the Town of
Innisfil

The Corporation of the Township of
Essa

Per: 

Per: - 

Name: Gord Wauchope
Title: Mayor

Name: Terry Dowdall
Title: Mayor

Per: 

Per: - 

Name: Lee Parkin
Title: Clerk

Name: Lisa Lehr
Title: Clerk

I/We have the authority to bind the
corporation

I/We have the authority to bind the
corporation

Dated: November 15, 2017