

THE CORPORATION OF THE TOWNSHIP OF ESSA  
COMMITTEE OF THE WHOLE

WEDNESDAY, APRIL 1, 2020  
6:00 p.m.

AGENDA

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

STAFF REPORTS

4. PLANNING AND DEVELOPMENT

- p. 1 a. **Staff Report PD013-20 submitted by the Manager of Planning and Development, re: Administration Centre Retaining Wall Replacement.**

**Moved by:** \_\_\_\_\_ **Seconded by:** \_\_\_\_\_

Recommendation: *Be it resolved that Staff Report PD013-20 be received; and That Council authorize entering into a contract to retain the services of Near North Group, at the cost of \$95,441.31 including H.S.T., to replace the Administration Centre retaining wall.*

- p. 9 b. **Staff Report PD014-20 submitted by the Manager of Planning and Development, re: Zoning By-law Amendment Z5/18 – 7511 9th Line, Ivy.**

**Moved by:** \_\_\_\_\_ **Seconded by:** \_\_\_\_\_

Recommendation: *Be it resolved that Staff Report PD014-20 be received; and That Council approve an amendment to the Township's Zoning By-law, By-law 2003-50 as amended, to permit the on-farm diversified use of a limited Country Event Facility (Wedding Barn), in a Rural Special Provision '(RL-2)' Zone on lands known as Part Lot 21, Concession 9, municipally known as 7511 9<sup>th</sup> Line, in Ivy.*

5. PARKS AND RECREATION/ COMMUNITY SERVICES
6. FIRE AND EMERGENCY SERVICES

**7. PUBLIC WORKS**

- p. 15 a. **Staff Report PW006-20 submitted by the Chief Administrative Officer, re: Award of Quotation – 2020 Street Sweeping.**

Recommendation: *Be it resolved that Staff Report PW006-20 be received; and That the quotation as received from Glen's Sweeping for the 2020 Street Sweeping RFQ be accepted in the amount of \$35,450 (excluding HST) as per Township specifications, contingent upon WSIB Clearance Certificate and a copy of Insurance being provided to the Municipality; and That the Roads Superintendent be authorized to arrange for the necessary works to be completed.*

- p. 18 b. **Staff Report PW007-20 submitted by the Chief Administrative Officer, re: Award of Quotation – 2020 Dust Suppressant.**

Recommendation: *Be it resolved that Staff Report PW007-20 be received; and That the quotation as received from Den-Mar Brines for the 2020 Street Sweeping RFQ be accepted in the amount of \$28,500 (excluding HST) as per Township specifications, contingent upon WSIB Clearance Certificate and a copy of Insurance being provided to the Municipality; and That the Roads Superintendent be authorized to arrange for the necessary works to be completed.*

**8. FINANCE**

**9. CLERKS / BY-LAW ENFORCEMENT / IT**

- p. 21 a. **Staff Report C013-20 submitted by the Municipal Law Enforcement Officer, re: Regulation 70/20 – Noise By-laws in Connection with Delivery of Goods.**

**Moved by:** \_\_\_\_\_ **Seconded by:** \_\_\_\_\_

Recommendation: *Be it resolved that Staff Report C013-20 be received for information.*

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

- p. 24 a. **Staff Report COA021-20 submitted by the Chief Administrative Officer, re: Sale of Surplus Land.**

Recommendation: *Be it resolved that Staff Report CAO021-20 be received; and That Council accept the services of Homelife Emerald Realty Ltd, Keller Williams Experience and Sutton Group Incentive to help determine the value of land which may be deemed as a surplus for the remainder of this term of Council.*

- p. 27    **b.    Staff Report COA022-20 submitted by the Chief Administrative Officer, re: Terms and Conditions of Employment By-law.**

Recommendation: *Be it resolved that Staff Report CAO022-20 be received; and That Council approve amending the Terms and Conditions of Employment By-law which applies to permanent (non-contract) staff: (a) to ensure that sick time and statutory holidays are accounted for using hours which reflect the authorized working day of an employee, and (b) to allow Administrative staff to work flexibly within each pay period in accordance with the approval of their Supervisor.*

- p. 56    **c.    Staff Report COA023-20 submitted by the Chief Administrative Officer, re: COVID-19 Budget Impacts.**

Recommendation: *Be it resolved that Staff Report CAO023-20 be received for information.*

**11.    OTHER BUSINESS**

**12.    ADJOURNMENT**

**Moved by:** \_\_\_\_\_ **Seconded by:** \_\_\_\_\_

Recommendation: *Be it resolved that this meeting of Committee of the Whole of the Township of Essa adjourn at \_\_\_\_\_ p.m. to meet again on the 15<sup>th</sup> day of April, 2020 at 6:00 p.m.*

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## TOWNSHIP OF ESSA STAFF REPORT

**STAFF REPORT NO.:** PD013-20

**DATE:** April 1st, 2020

**TO:** Committee of the Whole

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

**SUBJECT:** Administration Centre Retaining Wall Replacement

### RECOMMENDATION

That Staff Report PD013-20 be received; and

That Council authorize entering into a contract to retain the services of Near North Group, at the cost of \$95,441.31 including HST, to replace the Administration Centre retaining wall.

### BACKGROUND

The retaining wall located on the south side of the lower main entrance of the Township's Administration Centre was built circa 1985. The life expectancy for a pressure treated wood retaining wall is approximately 15-20 years. The subject retaining wall is approaching 35 years of age meaning that the wall is well past the time for prudent replacement.

Currently the wall shows evidence of extensive rot. It has a considerable bulge over much of its length and could pose a safety risk in the near future. Failure of the wall is not immediate, but it is imminent.

'Attachment A' to this report is a copy of Ainley Engineering's Retaining Wall Report.

The Township's Chief Building Official (CBO), Drew Brooks, was asked to gather estimates for the complete replacement of the wall and evaluate the responses.

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**COMMENTS AND CONSIDERATIONS**

A list of companies capable of this type of project was compiled. There were six contractors who were contacted and who completed site visits. Five of the companies followed-up by providing written estimates. They are as follows:

<b>Company Name</b>	<b>Price Before HST</b>	<b>Price Incl. HST</b>
<b>Shertine Construction</b>	\$280,000.00	\$316,400.00
<b>Big Rock Landscaping</b>	\$ 69,980.00	\$79,077.40
<b>Four Brothers Construction</b>	\$ 97,500.00	\$110,175.00
<b>Imagine Landscaping Inc.</b>	\$ 68,939.34	\$77,901.45
<b>Near North</b>	\$ 84,461.34	\$95,441.31

'Attachment B' to this report is a spreadsheet showing the Retaining Wall Estimate Criterion. In accordance with this attachment, below please find further explanation on some of the identified terms.

- **ENGINEERING INCL:** Refers to the required engineered drawings being included in the quoted price. Equivalent cost approximately \$5,000.00
- **WALL REMOVAL:** Refers to the full removal of the wall versus leaving most of the current wall in place, and building the majority of the new wall in front of the old one.
- **TREES REMAIN:** Refers to erecting the new wall while keeping the mature trees in place versus removing the trees.
- **RAILING:** Refers to the cost of installing the required railing on the top of the wall wherever the height of the wall exceeds 1,000 mm. Equivalent price approximately \$5,000.00

In order to properly compare the submissions, the quotes were adjusted to include some of the known costs.

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**Adjusted Estimates (approx.) before HST**

<b>Shertine</b>	\$280,000.00
<b>Big Rock</b>	\$ 80,000.00
<b>Four Brothers</b>	\$110,500.00
<b>Imagine Landscaping</b>	\$ 79,000.00
<b>Near North Group</b>	\$ 84,400.00

The necessity to replace the retaining wall presents some challenges. Numerous approaches and designs for replacement were evident from the outset. With that in mind the estimates were to include the contractor's preferred design based on their own assessment of the best way to approach the replacement of the wall.

Shertine Construction and Four Brothers have been removed from the Design discussion due to their estimates being considerably higher than the other three.

The design considerations are aesthetics, strength, longevity and the means by which the wall will meet the building.

Of the three remaining comparable estimates being considered, only Near North describes how to make the transition from the new wall to the building. The other two, Imagine Landscaping Inc and Big Rock Landscaping, do not mention this and therefore may represent an additional charge or an unclear understanding of the scope of the job.

All three use a similar stacked block system for the majority of the wall with Big Rock and Imagine using it throughout. Near North proposes a poured concrete section over the highest portion of the wall anchoring it with helical piles. This is a stronger and more durable approach.

Aesthetically speaking the stacked stone is more pleasing. In speaking with Dave at Near North he recommended the use of a specific vine that could be provided at no further cost to cover the concrete portion. The retention of the mature trees is desirable and was noted by Near North. The other contractors did not show interest in discussing aesthetics or landscaping options and assumed the removal of the mature trees.

It is the opinion of the CBO that Near North provides the greatest value in terms of the criterion as stated above. Based on this detailed analysis it is recommended by the CBO that Council instruct Township staff to contract Near North to replace the retaining wall.

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**FINANCIAL IMPACT**

The cost to the Township for the replacement of the subject retaining wall in accordance with the recommendation of this report would be \$95,441.31, including HST, and funded through taxation. The 2020 approved budget contained a budget item of \$60,000 for this purpose. Since the project should occur all at once, in one year, the overage could be funded by the Special Projects Reserve.

The wall must be replaced as soon as practicable. The potential danger resulting from the wall's current state is high and the costs associated with replacement after failure would be considerably higher than the subject quote provided for endorsement.

**SUMMARY/OPTIONS**

Council may:

1. Take no further action.
2. Authorize entering into a contract to retain the services of Near North Group, at the cost of \$95,441.31 including HST, to replace the Administration Centre retaining wall.
3. Direct Staff in another manner Council deems appropriate.

**CONCLUSION**

Option #2 is recommended.

Respectfully Prepared by:

Respectfully Submitted by:

Reviewed by:

\_\_\_\_\_  
Drew Brooks  
Chief Building Official

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

\_\_\_\_\_  
Colleen Healey-Dowdall  
CAO

Attachments:

- A. Ainley Report
- B. Retaining Wall Estimates

Retaining Wall 4a

**Colleen Healey**

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**From:** Brian Wickenheiser <wickenheiser@ainleygroup.com>  
**Sent:** January 25, 2019 2:36 PM  
**To:** Greg Murphy  
**Cc:** Claude Marchand; Tammy Kalimootoo  
**Subject:** FW: Essa Administration Centre retaining wall

Hi Greg,

Sorry for the delay in providing you with a response. It was my understanding that you had already been provided with an update; however, apparently that is not the case.

As requested by you, we completed a visual inspection of the timber retaining wall at the Essa Township Administration Centre in June of last year.

Firstly, we note that this wall is constructed of vertically stacked pressure treated 6" x 6" timbers and that the wall is approximately 35 years old as construction of the Administration Centre was completed in 1984 (per the date stone on the building) and it is our understanding that this wall is original to the building construction. The wall is approximately 3 metres (10 feet) tall at the highest point, which happens to be at the end of the wall that abuts the building adjacent to the lower entrance. This wall also appears to be free standing (which we find hard to believe) as based on our visual inspection, we could not find any evidence of tiebacks. We also could find no evidence of subdrains installed behind the wall, which is generally standard practice for retaining walls in order to relieve hydraulic/hydrostatic pressure behind the wall.

During our visual inspection we noted that the wall timbers appeared to be wet or damp (which is consistent with the apparent lack of subdrains behind the wall) with surface staining. We also noted rot on the ends of the timbers and localized separation of longitudinal and butt joints. As noted by the Township, we also observed a rather noticeable vertical and horizontal bulge in the timber retaining wall in the tallest section of the wall, at the building end of the wall. Based on our measurements the mid-height deflection appeared to be in the order of +/- 40 mm. At the time of our inspection, we noted that one of the building downspouts was outletting directly behind the retaining wall, which could be a contributing cause to the deterioration and bulge noted; however, it is our understanding that this has now been "corrected" with the outlet directed elsewhere.

Based on our experience and knowledge, we believe that the bulge noted in this retaining wall is an indication of compromised capacity and that the wall is in the initial stages of failure. The deterioration of the wall is consistent with the age of the wall and is most likely contributing to the loss of capacity and associated deformation. Likewise, the lack of drainage behind the wall combined with the presence of the building downspout outletting directly behind the wall is most likely contributing to the deterioration of the wall while also resulting in increased loading on the wall in the form of hydrostatic pressure.

Given the age of the wall, its current condition and the deformation noted, we believe that this wall has reached the end of its design life and is in need of replacement. We considered monitoring of the wall but feel that it will provide little value as there is no guarantee that this wall will continue to move or provide further advanced notice of impending failure prior to total loss of capacity. As such, we recommend replacement of this retaining wall in the next couple of years. In the meantime, should the Township note any further movement or deformation of this wall, it should be brought to our attention immediately so that we can complete a follow up inspection with access to the bottom of the wall restricted until such inspection can be completed.

With respect to replacement of the wall, we recommend that consideration should be given to utilizing a concrete segmental block wall, possibly with tiebacks, which should provide a longer service life than the current timber wall. This type of construction can be completed as a design-build assignment, with only simple general layout drawings to be provided by an engineer or architect.

We trust that the above addresses your concerns with this wall, however should you have any further questions or concerns, please do not hesitate to let us know.

4a  
Regards,

Brian R. Wickenheiser, P.Eng, P.E.  
Senior Structural Engineer



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**From:** Claude Marchand  
**Sent:** Thursday, December 20, 2018 3:58 PM  
**To:** Brian Wickenheiser  
**Cc:** Tammy Kalimootoo  
**Subject:** Essa Administration Centre retaining wall

Hi Brian,

Can you provide Greg Murphy with an update on the retaining wall inspection that Alex Dolson had inspected earlier this year?

Regards,

Claude Marchand, CET  
Senior Engineering Technologist



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Barrie, Ontario, L4N 8Z7

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**From:** Greg Murphy [<mailto:gmurphy@essatownship.on.ca>]  
**Sent:** Thursday, December 20, 2018 3:50 PM  
**To:** Claude Marchand

Hi Claude:

A few months ago, I asked if someone from your office could check out the wooden retaining wall at our office because there was a section of it that was bowing out towards the downstairs sidewalk at the Administration Centre.

Can you provide me with a brief status report in this matter?

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Attachment: A

**From:** Claude Marchand [<mailto:marchand@ainleygroup.com>]  
**Sent:** Friday, May 3, 2019 11:44 AM  
**To:** Colleen Healey <[chealey@essatownship.on.ca](mailto:chealey@essatownship.on.ca)>  
**Cc:** Drew Brooks <[dbrooks@essatownship.on.ca](mailto:dbrooks@essatownship.on.ca)>; Tammy Kalimootoo <[kalimootoo@ainleygroup.com](mailto:kalimootoo@ainleygroup.com)>  
**Subject:** Retaining Wall options

Good morning Colleen,

Further to our discussion last week, I have attached a few photos of some common precast concrete products that might be appropriate for replacing the administration office retaining wall. The following link will lead you to the RisiStone website which has a multitude of products to consider. The manufacturer also has a technical support system that could help to decide which application would best suit your needs.

<https://www.risistone.com/>

In order to move forward, we would propose a topographic survey of the site to measure the existing wall and surrounding space in order to determine the appropriate dimensions, slopes, terracing and suitable products for this application. With some input from the manufacturer, we could then outline a design/build type of tender for consideration. The construction costs for these types of walls are difficult to estimate as they all have different site requirements and constraints.

There are other manufacturers with similar products such as Inter-Block Retaining Systems Inc. that have larger, perhaps less attractive (cheaper?) units to consider. This really depends on what the Township would like to have. See the attached Enviro-Block photo.

The other part of the project is to try and find a suitable solution to the drainage problems. There is one roof downspout at the upper level - top of the retaining wall, two more at the lower level corner of the building and a recessed doorway on the east building face which all require drainage improvements/controls. A shallow drainage channel extends into the bush beyond the northeast corner of the building. I would suggest that these items also be surveyed to be able to determine if a proper storm sewer network could be designed to alleviate these drainage problems.

Please let me know your thoughts and how you would like to proceed.

Regards,

Claude Marchand, CET  
Senior Engineering Technologist



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## ATTACHMENT B

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RETAINING WALL ESTIMATES							
COMPANY NAME	ENGINEERING INCL.	WALL REMOVAL	TREES REMAIN	RAILING	ESTIMATE	HST	TOTAL
SHERTINE CONSTRUCTION	YES	YES	NO	YES	\$280,000.00	\$36,400.00	\$316,400.00
BIG ROCK	NO	YES	NO	NO	\$69,980.00	\$9,097.40	\$77,077.40
FOUR BROTHERS	NO	NO	NO	NO	\$97,500.00	\$12,675	\$110,175.00
IMAGINE LANDSCAPING	NO	YES	NO	NO	\$68,939.34	\$8,962.11	\$77,901.45
NEAR NORTH GROUP	YES	YES	YES	YES	\$84,461.34	\$10,979.97	\$95,441.31

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## TOWNSHIP OF ESSA STAFF REPORT

**STAFF REPORT NO.:** PD014-20

**DATE:** April 1<sup>st</sup>, 2020

**TO:** Committee of the Whole

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

**SUBJECT:** Zoning By-law Amendment Z5/18– 7511 9<sup>th</sup> Line, Ivy

### RECOMMENDATION

That Staff Report PD014-20 be received; and

That Council consider approving an amendment to the Township's Zoning By-law, By-law 2003-50 as amended, to permit the on-farm diversified use of a limited Country Event Facility (Wedding Barn), in a Rural Special Provision '(RL-2)' Zone on lands known as Part Lot 21, Concession 9, municipally known as 7511 9<sup>th</sup> Line, in Ivy.

### BACKGROUND

Applications to amend the Township's Official Plan and Zoning By-law were initially submitted by the subject property landowners, David and Michelle Langford, on August 27<sup>th</sup>, 2018, after which the following timeline of events occurred:

- A public meeting was held to introduce and gather public comments for both applications on March 20<sup>th</sup>, 2019. The Official Plan Amendment (OPA) was adopted by Township Council on May 7<sup>th</sup>, 2019, being later approved by the County of Simcoe and officially coming into force and effect on October 2<sup>nd</sup>, 2019.
- A Site Plan Control Application was submitted on May 21<sup>st</sup>, 2019 and the Site Plan Control Agreement has been brought forward for Council's consideration at its recent meeting on March 25<sup>th</sup>, 2020.
- The Zoning By-law Amendment Application has been reviewed by Staff and has progressed to the point where Staff recommend Council approval for the subject Amendment, through this report.

The successful OPA re-designated the subject lands as 'Country Event Facility – Special Policy' from Agricultural and Rural. Its purpose is to permit the establishment of an on-farm diversified use in the form of a Country Event Facility (Wedding Barn), that conforms to the provisions of the Provincial Policy Statement (PPS), Guidelines on Permitted Uses in Ontario's Prime Agricultural Areas, the Growth Plan for the Greater Golden Horseshoe ('the Growth Plan') and the County of Simcoe Official Plan (SCOP).

The Site Plan Control Agreement was brought before Council for their review and execution on March 25, 2020. The Zoning By-law Amendment (ZBA) is now being brought forward for Council's consideration.

## COMMENTS AND CONSIDERATIONS

Thorough policy analysis has already been conducted in order to assess and determine the appropriateness of an OPA for the subject lands through Staff Report PD027-19. The analysis below seeks to build off what was already received by Council, in order to provide further details relating to the ZBA and identify how this amendment would further regulate the subject lands.

The following provides a review of this application in accordance with the Planning Act, the PPS, the Growth Plan, the SCOP, the Township of Essa's Official Plan, and the Township of Essa's Zoning By-law.

### Planning Act, R.S.O. 1990

The *Planning Act, 1990*, establishes the framework within which all land use decisions are made within Ontario. The *Act*, establishes the land use planning system in Ontario, ensuring that it is a fair system, led by Provincial Policy.

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

The proposed ZBA respects this interest, in the opinion of this author, as the proposed Country Event Facility (Wedding Barn) is removed from active farmland, has been located in a low-lying unproductive area of the property, is located some distance away from the main entrance (reducing potential farm vehicle conflicts), and the Country Event Facility (Wedding Barn) would be limited in the number of events. Together, these elements of the ZBA help to ensure that the agricultural resources of this property are protected, conforming with Provincial interests.

### PPS, 2014

The PPS provides policy direction on matters of Provincial interest related to land use planning and development.

As it is relevant to this application, the PPS defines on-farm diversified uses as: "... uses that are secondary to the principal agricultural use of the property and are limited in area. On-farm diversified uses include, but are not limited to, home occupations, home industries, agri-tourism uses, and uses that produce value-added agricultural products."

The proposed ZBA would result in further refining those permissions as broadly defined in the OPA. Policies found within the PPS that would be applicable when reviewing and considering the proposed ZBA include:

- 1.1.4.1 *Healthy, integrated and viable rural areas should be supported by:*
  - a. *building upon rural character, and leveraging rural amenities and assets;*
  - f. *promoting diversification of the economic base and employment opportunities through goods and services, including value-added products and the sustainable management of resources.*

Through the development of a Country Event Facility (Wedding Barn) on this property, the above policy direction is being respected. The event facility would take advantage of the surrounding landscape and rural character of the area, marketing this desirable feature to those interested in

weddings and other similar gatherings. This would also reflect a business opportunity unlike that found within the immediate local area, providing some diversity in the local economy, as is the intent of any on-farm diversified use.

*1.1.5.3 Recreational, tourism and other economic opportunities should be promoted.*

Other economic opportunities are being promoted, as the introduction of this business would reflect some diversity in the local economy, which is supported by the Province.

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

The Country Event Facility (Wedding Barn) would reflect an on-farm diversified use, which is promoted in order to assist in diversifying the local economy and providing alternative economic solutions in predominantly agricultural communities.

*2.3.3.1 In prime agricultural areas, permitted uses and activities are: agricultural uses, agriculture-related uses and on-farm diversified uses.*

*Proposed agriculture-related uses and on-farm diversified uses shall be compatible with, and shall not hinder, surrounding agricultural operations. Criteria for these uses may be based on guidelines developed by the Province or municipal approaches, as set out in municipal planning documents, which achieve the same objectives.*

The proposed on-farm diversified use can be argued to be removed from active farmland, has been located in a low-lying unproductive area of the property, is located some distance away from the main entrance (reducing potential farm vehicle conflicts), and the event facility would be limited in the number of events. Through these measures, the Country Event Facility or Wedding Barn will not hinder surrounding agricultural operations.

The Growth Plan, 2019

The Growth Plan provides direction on where and how communities are to grow, focusing development to previously built-up areas where existing infrastructure can be utilized. Essa Township is identified in the Simcoe Sub-Area, which provides more specific direction on how the vision of the Growth Plan is to be achieved across Simcoe County.

This document takes its definition of on-farm diversified uses from the PPS and maintains policies as to where these uses are to be directed. Applicable policies for review and consideration include the following:

*2.2.9.3. Subject to the policies in Section 4, development outside of settlement areas may be permitted on rural lands for:*

- c) other rural land uses that are not appropriate in settlement areas provided they:*
  - i. are compatible with the rural landscape and surrounding local land uses;*
  - ii. will not adversely affect the protection of agricultural uses and other resource-based uses such as mineral aggregate operations.*

The creation of a Country Event Facility (Wedding Barn) on the subject lands respects the above policy, as it reflects a business which is compatible with the rural landscape and surrounding local land uses and should not adversely affect the adjacent agricultural uses (active farm operations).

The event facility itself has been created out of a renovated barn, a structure commonly found in rural landscapes. Again, it is removed from active farmland, has been located in a low-lying unproductive area of the property, is located some distance away from the main entrance (reducing potential farm vehicle conflicts), and the Event Facility would be limited in the number of events and season of operation.

*4.2.6.3 Where agricultural uses and non-agricultural uses interface outside of settlement areas, land use compatibility will be achieved by avoiding or where avoidance is not possible, minimizing and mitigating adverse impacts on the Agricultural System. Where mitigation is required, measures should be incorporated as part of the non-agricultural uses, as appropriate, within the area being developed. Where appropriate, this should be based on an agricultural impact assessment.*

This on-farm diversified use would be secondary in nature to the primary, agricultural use of the property, and is dependent on the rural nature of the property which requires the locating of such a facility on the same property.

*4.2.6.4 The geographic continuity of the agricultural land base and the functional and economic connections to the agri-food network will be maintained and enhanced.*

Through the continuation of active farming on this property, and by ensuring that the proposed Wedding Barn has been located, and will be operated in a way that will not negatively impact the active farming operation, this ensures that the geographic continuity of the agricultural land base of the Township, and local Ivy area, continues to function.

#### SCOP, 2016

The SCOP provides a policy context for land use planning conducted across the County's member municipalities. This document is designed to assist with growth management and provides a framework for coordinating planning with adjacent municipalities, agencies, and other levels of government.

Under the SCOP the subject property is designated as 'Rural', 'Agricultural', and 'Greenlands'. The portion of the property where the Wedding Barn is located appears to be within the 'Rural' designation.

While all three of these land use designations permit on-farm diversified uses, additional policies related to the proposed ZBA have been considered.

*3.7.1 To recognize, preserve and protect the rural character and promote long-term diversity and viability of rural economic activities.*

The proposed Country Event Facility (Wedding Barn) will preserve the existing rural character of the property, as it has been located and will operate in a way that prevents any negative impacts on the existing actively farmed area. Through the addition of an on-farm diversified use, some diversity to the local rural economic activity is being achieved.

*3.7.3 Lands in the Rural designation shall be the focus of rural and agricultural land uses*

The SCOP defines agricultural uses to include on-farm diversified uses. The proposed ZBA would conform with this policy, as rural and agricultural uses would only be located on this property.

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*3.7.4 The following are permitted uses in the Rural designation:  
a) those land uses permitted in the Agricultural designation.*

On-farm diversified uses are permitted within the Agricultural designation under the SCOP.

Township of Essa Official Plan, 2001

The Township of Essa Official Plan has been created to guide land use development patterns across the Township. This document establishes a policy framework to guide growth and development for the next 20 years.

As stated previously in this report, an OPA to permit this site-specific use has been approved by both the Township of Essa and County of Simcoe Councils. This permits the development of a Country Event Facility (Wedding Barn) as an on-farm diversified use on the subject lands.

An additional policy to consider within the Township's Official Plan is:

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

- located on poorer quality of agricultural lands; and
- have minimum impact on agricultural uses.

The proposed ZBA respects this policy, as the proposed Country Event Facility (Wedding Barn) is removed from active farmland, has been located in a low-lying unproductive area of the property, is located some distance away from the main entrance (reducing potential farm vehicle conflicts), and the event facility would be limited in the number of events.

Township of Essa Zoning By-law, By-law 2003-50 as amended

The Township of Essa's Zoning By-law is a document used to prohibit the use of land and the erection or use of buildings or structures except for under certain purposes described in this By-law. A zoning by-law is a tool used by municipalities to further implement the guiding policies and goals of the local municipal official plan.

The proposed ZBA would act as a companion to the previously approved OPA. It would further identify the Country Event Facility as a permitted use within the 'Rural' (RL) Zone and regulate the subject lands to ensure that the operations of the Wedding Barn are in keeping with the approved OPA.

The Country Event Facility (Wedding Barn) will not generate enough traffic to create any conflict with farm equipment or vehicles, and any traffic to be generated by the event facility would be regulated by the amount of events to be held per year, to a maximum of 30. This is to be accomplished by the ZBA through:

- 'Partial zoning' to confine the location of the Country Event Facility away from the active farm operation and on lands considered less desirable for farming,
- 'Partial zoning' to ensure that future expansion is located some distance away from the entrance onto the 9<sup>th</sup> Line, in order to ensure that any traffic generated is less likely to impact on farm equipment or vehicles moving across the subject lands; and
- Requiring that usage of the Country Event Facility (Wedding Barn) is limited to a maximum of 30 events per year to ensure that any traffic generated is minimal.

The proposed ZBA, acting as a companion to the approved OPA, will further refine, and regulate the new on-farm diversified use, in order to ensure that its conformity with Provincial, County, and Township Official Plan policies. There is also a Site Plan Control Agreement (SPCA) in place which further regulates the uses on the subject property. Should future amendments be necessary to this property in accordance with the proposed zone, the SPCA could be amended in this regard.

**FINANCIAL IMPACT**

All costs associated with the subject development are to be borne by the applicant.

**SUMMARY/OPTIONS**

Council may:

1. Take no further action, in effect denying the application with reasons required to be stated as per the *Planning Act*.
2. Approve an amendment to the Township's Zoning By-law, to permit the on-farm diversified use of a Country Event Facility (Wedding Barn), in a Rural Special Provision '(RL-2)' Zone on lands known as 7511 9<sup>th</sup> Line, in Ivy.
3. Direct staff to consider alternate amendments or a variation to that proposed.

**CONCLUSION**

Option #2 is recommended.

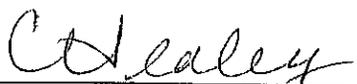
Prepared by:

Respectfully submitted by:

Reviewed by:

\_\_\_\_\_  
Liam Munnoch BURPI  
Junior Planner

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

  
\_\_\_\_\_  
Colleen Healey-Dowdall CAO



## TOWNSHIP OF ESSA STAFF REPORT

**STAFF REPORT NO.:** PW006 -20

**DATE:** April 1, 2020

**TO:** Committee of the Whole

**FROM:** Colleen Healey-Dowdall, CAO

**SUBJECT:** Award of Quotation – 2020 Street Sweeping

### RECOMMENDATION

That Staff Report PW006 -02 be received; and

That the quotation as received from Glen's Sweeping for the 2020 Street Sweeping RFQ be accepted in the amount of \$35,450 (excluding HST) as per Township specifications, contingent upon WSIB Clearance Certificate and a copy of Insurance being provided to the Municipality; and

That the Roads Superintendent be authorized to arrange for the necessary works to be completed.

### BACKGROUND

The RFQ for the 2020 Street Sweeping was posted on the Township's website and circulated in accordance with Essa's Procurement Policy A05-01. The closing date for this was March 20, 2020 at 2:00 pm.

Included in the 2020 budget, Council approved \$36,000 for this project to be completed.

### COMMENTS AND CONSIDERATIONS

The following is a summary of results:

BIDDER	Dep. ✓	ESSA	COUNTY	SUB-TOTAL (NO HST)	HOURLY RATE
A&G The Road Cleaners	\$5,000.	\$53,701.	\$3,640.	\$57,341.	\$145
Glen's Sweeping	\$5,000.	\$35,450.	\$4,800.	\$40,500.	\$119
Street Sweeping	No	\$53,950.	\$3,575.	\$57,525.	\$140

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In accordance with the Procurement Policy, "the lowest bid is not necessarily accepted". Note that the Municipality has NOT experienced any performance problems with this low bidder in the past.

**FINANCIAL IMPACT**

2020 budget approval - \$36,000. The lowest bid submitted was \$35,450.



**SUMMARY/OPTIONS**

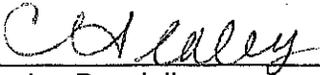
Council may:

1. Take no action.
2. Award the Quotation to the lowest bidder, Glen's Sweeping.
3. Award the Quotation to another bidder, as deemed appropriate by Council, if a performance problem was experienced with the lowest bidder in the past.

**CONCLUSION**

Staff recommends that Option 2 be approved.

Respectfully submitted,



Colleen Healey-Dowdall,  
Chief Administrative Officer



**Township of Essa**  
**2020 STREET SWEEPING TENDER - OPENING RESULTS**  
March 20, 2020

2020 Budget \$36 000.00

BIDDER	Dep. ✓	ESSA	COUNTY	SUB-TOTAL (NO HST)	PROVISIONAL HOURLY RATE
A&G The Road Cleaners Inc.	\$5,000.	\$53,701.	\$3,640.	\$57,341.	\$145
Glen's Sweeping	\$5,000.	\$35,450.	\$4,800.	\$40,500.	\$119
Street Sweeping	No	\$53,950.	\$3,575.	\$57,525.	\$140

**RECOMMENDATION:**

Be it recommended that the tender submitted by Glen's Sweeping Ltd. in the amount of \$35,450.00 (plus H.S.T.) be accepted as per Township specifications contingent upon satisfactory confirmation of liability insurance and W.S.I.B. coverage; and

That the Public Works staff be authorized to arrange for the necessary work to be done.

Respectfully submitted,

*Sheila Perri*

\_\_\_\_\_  
Sheila Perri A.Sc.T.  
Engineering and Development Review Technician

Reviewed by,

\_\_\_\_\_  
Colleen Healey-Dowdall  
Chief Administrative Officer

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### TOWNSHIP OF ESSA STAFF REPORT

**STAFF REPORT NO.:** PW007-20  
**DATE:** April 1, 2020  
**TO:** Committee of the Whole  
**FROM:** Colleen Healey-Dowdall, CAO  
**SUBJECT:** Award of Quotation – 2020 Dust Suppressant

#### RECOMMENDATION

That Staff Report PW007 -20 be received; and

That the quotation as received from Den-Mar Brines for the 2020 Dust Suppressant RFQ be accepted in the amount of \$28,500 (excluding HST) as per Township specifications, contingent upon WSIB Clearance Certificate and a copy of Insurance being provided to the Municipality; and

That the Roads Superintendent be authorized to arrange for the necessary works to be completed.

#### BACKGROUND

The RFQ for the 2020 Dust Suppressant was posted on the Township’s website and circulated in accordance with Essa’s Procurement Policy A05-01. The closing date for this was March 23, 2020 at 3:00 pm.

Included in the 2020 budget, Council approved \$35,500 for this project to be completed.

#### COMMENTS AND CONSIDERATIONS

The following is a summary of results:

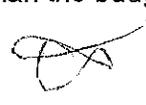
BIDDER	Type of Dust Suppressant	Quantity (litres)	Unit Price	Total Price (Excl. Taxes)
Den-Mar Brines	#2 – Liq. Calcium Chloride 18%	300,000	\$0.095	\$28,500.00
Da-Lee Dust Control	#1-Liq. Calcium Chloride 35%	150,000	\$0.29	\$43,500.00

In accordance with the Procurement Policy, “the lowest bid is not necessarily accepted”. Note that the Municipality has NOT experienced any performance problems with this bidder in the past. Den-Mar Brines completed the 2019 dust suppressant application to our satisfaction.

710

**FINANCIAL IMPACT**

2020 budget approval - \$35,500. The lowest bid of \$28,500 is \$7,000 less than the budgeted amount.



**SUMMARY/OPTIONS**

Council may:

1. Take no action.
2. Award the Quotation to the bidder, Den-Mar Brines.
3. Award the Quotation to the bidder, Da-Lee Dust Control, as deemed appropriate by Council, if a performance problem was experienced with the lowest bidder in the past.

**CONCLUSION**

Staff recommends that Option 2 be approved.

Respectfully submitted,



Colleen Healey-Dowdall,  
Chief Administrative Officer



**Q-20-02 Dust Suppressant - Tender Opening Results  
March 23, 2020**

2020 Budget \$35, 500

<b>BIDDER</b>	<b>Type of Dust Suppressant</b>	<b>Quantity (litres)</b>	<b>Unit Price</b>	<b>Total Price (Excl. Taxes)</b>
Den-Mar Brines	#2 – Liq. Calcium Chloride 18%	300,000	\$0.095	\$28,500.00
Da-Lee Dust Control	#1-Liq. Calcium Chloride 35%	150,000	\$0.29	\$43,500.00

**CONSIDERATIONS:**

Den-Mar Brines was awarded the contract in 2019. Their 2020 bid is the same amount as submitted for 2019; which is \$7000 less than the budgeted amount.

**RECOMMENDATION:**

It is recommended that the tender submitted by **DEN-MAR BRINES** for the supply and application of 300,000 litres by weight of Liquid Calcium Chloride 18% be accepted at a unit cost of \$.095 per litre, and a total price excluding taxes, of \$28,500.00, as per Township specifications, contingent upon satisfactory confirmation of liability insurance and W.S.I.B. coverage; and

That the Roads Supervisor be authorized to arrange for the necessary work to be done.

Respectfully submitted,

Sheila Perri

\_\_\_\_\_  
Sheila Perri, A.Sc.T.  
Engineering and Development Review Technician

Reviewed by,

  
\_\_\_\_\_  
Colleen Healy-Dowdall  
Chief Administrative Officer



## TOWNSHIP OF ESSA STAFF REPORT

**STAFF REPORT NO.:** C013-20  
**DATE:** April 1, 2020  
**TO:** Committee of the Whole  
**FROM:** Matt Cotter, Municipal Law Enforcement Officer  
**SUBJECT:** Regulation 70/20 – Noise By-laws in Connection with Delivery of Goods

---

### RECOMMENDATION

That Staff Report C013-20 be received for information.

### BACKGROUND

The Township of Essa’s Noise By-law 2018-47 is in force to provide for the prohibition of certain noises between certain times on weekdays/weekends.

On March 20, 2020, Ontario Regulation 70/20 was implemented by the Province to assist in respect of the COVID19 pandemic. This Regulation places limitations on municipalities that currently have Noise By-laws, allowing for noise generated in connection with delivery of goods within a municipality to be exempt from such municipal By-laws.

### COMMENTS AND CONSIDERATIONS

As this Provincial Regulation takes precedent over municipal By-laws, to allow noise(s) generated with the delivery of goods (at all times) where a State of Emergency has been declared by the Province, there is no need to amend our existing Noise By-law. Exemptions are currently contained within our By-law, but it is not necessary to list limitations.

To Note: The Township has not received complaints of this type of noise within the last year.

### FINANCIAL IMPACT

None.

### SUMMARY/OPTIONS

Council may:

1. Take no further action.
2. Receive the Report for Information.
3. Direct Staff to amend Essa’s Noise By-law 2018-47.

9a

**CONCLUSION**

Staff recommends that Council approve Option No. 2.

Respectfully submitted by:

Reviewed by:

Reviewed by:

*Matt Cotter*

*[Signature]*

*[Signature]*

\_\_\_\_\_  
Matt Cotter  
Municipal Law Enforcement  
Officer

\_\_\_\_\_  
Lisa Lehr  
Clerk

\_\_\_\_\_  
Colleen Healey-Dowdall  
Chief Administrative Officer

Attachments:

1 – Regulation 70/20



Français

**ONTARIO REGULATION 70/20**

made under the

**MUNICIPAL ACT, 2001**

Made: March 19, 2020

Filed: March 19, 2020

Published on e-Laws: March 20, 2020

Printed in The Ontario Gazette: April 4, 2020

**LIMITATION UNDER SECTION 451.1 OF THE ACT - NOISE BY-LAWS IN CONNECTION WITH DELIVERY OF GOODS**

**Limitation**

1. For the purposes of section 451.1 of the Act, a municipality does not have power to prohibit and regulate with respect to noise made in connection with the delivery of goods in a municipality.

**Revocation**

2. This Regulation is revoked.

**Commencement**

3. (1) Subject to subsection (2), this Regulation comes into force on the later of the day the *Municipal Emergency Act, 2020* receives Royal Assent and the day this Regulation is filed.

(2) Section 2 comes into force 18 months after the day the *Municipal Emergency Act, 2020* receives Royal Assent.

Français



## TOWNSHIP OF ESSA STAFF REPORT

**STAFF REPORT NO.:** CAO021-20

**DATE:** April 1, 2020

**TO:** Committee of the Whole

**FROM:** Colleen Healey-Dowdall, Chief Administrative Officer

**SUBJECT:** Sale of Surplus Land

---

### RECOMMENDATION

That Staff Report CAO021-20 be received; and

That Council accept the services of Homelife Emerald Realty Ltd., Keller Williams Experience and Sutton Group Incentive to help determine the value of land which may be deemed as surplus for the remainder of this term of Council.

### BACKGROUND

Council has directed that this CAO investigate the sale of surplus land and that a Realtor should be used to assist in determining sale price. As such, all local brokers were contacted and invited to submit a confidential quote concerning the cost of an opinion on land value. 3 of 5 local realtors responded. All 3 said that they would not charge for a letter of opinion on value. 2 of 3 would charge a commission of 4% should they be selected to list a property for sale and one Realtor quoted a commission of 3.7% of sale price, should they be the listing agent.

### COMMENTS AND CONSIDERATIONS

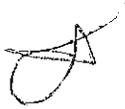
There are a few properties which Council could move ahead with, to sell to neighbours. It is not actually anticipated that the Township use the services of a real estate agent to sell these properties. It is planned that they be sold to direct neighbours who are interested, if neighbours are willing to pay a fair price.

As such, 3 local Realtors are all equal in that they will provide their knowledge and expertise free of charge. This CAO could ask all 3 to provide an opinion on land value/listing price for all 3 properties at issue at this time and will present this information to Council at an upcoming meeting, or the Township could deal with each on a separate parcel so that we are limiting the spread of confidential knowledge and potential conflict.

Staff prefers option 2 – to limit information which could potentially be used by someone to create an unfair playing field in a future land purchase.

### FINANCIAL IMPACT

None.



### SUMMARY/OPTIONS

Council may:

1. Take no further action.
2. Request 3 local Realtors to each value 1 of 3 properties which could be deemed surplus.
3. Request 3 local Realtors to each value all 3 properties which could be deemed surplus.
4. Direct staff in another course of action.

### CONCLUSION

Option #2 is recommended.

Respectfully submitted:

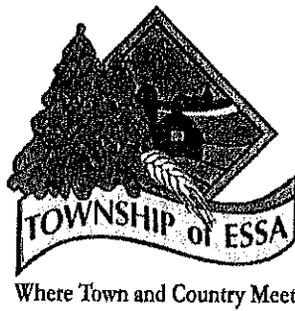


Colleen Healey-Dowdall  
CAO

Attachments:

Copy of Request for Quotes letter

Corporation of the Township of Essa  
5786 County Road 21  
Utopia, Ontario  
LOM 1T0



10a  
Telephone: (705) 424-9770  
Fax: (705) 424-2367  
Web Site: www.essatownship.on.ca

Sent by email: \_\_\_\_\_

March 11, 2020

COPY

Angus, Ontario  
LOM 1B2

Dear

**Re: Request for Quotes**

The Township is considering selling some surplus land and is seeking out to learn the value of such land without formal appraisal. If you are interested in assisting the municipality in this capacity, please kindly submit a quote for such service by March 18<sup>th</sup> at 2:00 pm.

Specifically, the lands in question are in Angus and we are seeking a Realtor's Opinion on value (a letter of opinion is the sought-after end product). We will be able to discuss further details only after the successful Realtor is selected.

Letters expressing your interest and your quote for providing such service can be submitted in confidence to the undersigned via email and marked as "Quote for Service". The Township aims to be open and fair, and as such, a copy of this letter has been sent to all known brokers in Angus.

Yours truly,

Colleen Healey-Dowdall  
Chief Administration Officer  
CHD/ap



## TOWNSHIP OF ESSA STAFF REPORT

**STAFF REPORT NO.:** CAO022-20  
**DATE:** April 1, 2020  
**TO:** Committee of the Whole  
**FROM:** Colleen Healey-Dowdall, Chief Administrative Officer  
**SUBJECT:** Terms and Conditions of Employment By-law

---

### RECOMMENDATION

That Staff Report CAO022-20 be received; and

That Council consider amending the Terms and Conditions of Employment By-law which applies to permanent (non-contract) staff: (a) to ensure that sick time and statutory holidays are accounted for using hours which reflect the authorized working day of an employee, and (b) to allow Administrative staff to work flexibly within each pay period in accordance with the approval of their Supervisor.

### BACKGROUND

Further to staff requests, Council has authorized this CAO to present a report that discusses the application of sick time and statutory/designated holidays described in the Township's Terms and Conditions of Employment By-law, and the application of the hours of Administration staff which is also detailed in the same By-law (Sections 5.2, 5.4, 11.1 and 11.24 respectively). These sections affect permanent employees (non-contract) in general, and not any one individual employee. Staff is asking for greater flexibility on the interpretation of each of these topics.

Note that contract staff are not covered by the Township's By-law and the terms for contract staff are discussed in the individual contract of any given employee. As well note, contract employees are not awarded sick time which is then banked to accumulate for use. Instead, their terms are the standards as contained in the Employment Standards Act (ESA). Again, the terms of contract staff are not being addressed herein.

### COMMENTS AND CONSIDERATIONS

Other policies have been reviewed and the attached, proposed By-law modifications (refer to attached 'tracked' By-law), are not out of line with others in Simcoe County.

This matter has been researched and thought-out, spanning at least six months (the matter/research not taken lightly), and was discussed with Council at their meeting on March 25, 2020. This CAO believes that a few simple modifications to the Township's existing By-law will help to achieve fairness throughout the municipality.

**Overall, further changes may or may not be warranted, however, for the sake of moving forward before this summer season, and continuing to use what more or less works adequately otherwise, this staff member recommends the modifications as presented, keeping things simple.**

*Note that a review of other policies (samples/excerpts attached) reveals that sick time allotment and the description of such, ranges greatly. Some municipal policies are very detailed and complex, likely dependent on the author and input (ie, origin/history/union involvement), and all put the matter into the language and context of their own broader policy. Thus, it may not be appropriate to take language straight from another policy that is written in a different context – much the same as if cutting a snippet from a Star Wars movie and pasting it into an epic classic such as Gone with the Wind. The language used for the modifications desired should reflect that of the overall policy or Essa's By-law in this case.*

## **FINANCIAL IMPACT**

There is an impact stemming from an improved means of accounting with respect to sick time and statutory holiday pay affecting approximately 17 permanent employees between May to October. If implemented:

- i) Non-contract (permanent) staff in the Roads and Parks & Recreation departments will receive an additional 2 hours of pay if they fall sick between May to October (an approximate average of \$25/hour x 2 x 17) to total \$850. *This is based on one sick day taken each year in the summer months.*
- ii) Secondly, all permanent staff should receive a possible further 2 hours of pay per holiday between May to October. There are 5 statutory/designated holidays in this time period and so the impact will be approximately (\$50 x 17 x 5) \$4,250. This has been calculated for all permanent employees in accordance with the standards of the ESA.

There is no financial impact by allowing Administration staff to work flex time within a pay period cycle, their regular 35 hours per week.

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## SUMMARY/OPTIONS

Council may:

1. Take no further action.
2. Consider the proposed modifications to the Township's Terms and Conditions of Employment By-law as discussed and presented by this CAO which would affect all permanent staff.
3. Consider other modifications more amenable to Council's comfort level and in keeping with Council's budgetary means.

## CONCLUSION

Option #2 is recommended. A complete overhaul of the Terms and Conditions of Employment By-law is NOT recommended at this time – just a few simple modifications.

Respectfully submitted:



Colleen Healey-Dowdall  
CAO

Attachments:

Modified Terms and Conditions of Employment By-law  
Collection of Sample Policies from other organizations

10b

THE CORPORATION OF THE TOWNSHIP OF ESSA

BY-LAW NO. 2018 – 23

**A By-law to establish terms and conditions of employment and employment policies for employees of the Corporation of the Township of Essa.**

WHEREAS the *Municipal Act*, S. O. 2001, c. 25, as amended, provides that Municipalities may pass By-laws to establish terms and conditions of employment; and

WHEREAS the *Employment Standards Act* S.O 2000, c. 41, as amended, provides the minimum standards for most employees working in Ontario, and sets out the rights and responsibilities of employees and employers in most Ontario workplaces; and

WHEREAS it is deemed expedient in the interest of efficient administration of the Township's affairs, to regulate the terms of employment of its various employees;

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

**PART 1      DEFINITIONS**

- 1.1 (a) "Corporation" means the Corporation of the Township of Essa.
- (b) "Council" means the Council of the Corporation of the Township of Essa.
- (c) "Employee" means any salaried officer, clerk, work person, servant or other person in the employ of the Township but does not include any person in the employ of any local board.
- (d) "Leave" means authorized absence from duty by an employee during his or her regular or normal hours of work.
- (e) "Local Board" means any local board as defined in the *Municipal Act*, R.S.O. 1990, Chapter M45 as amended.
- (f) "Permanent Employee" means an employee engaged for an indefinite period of time and working in a position for which the regular work week is not less than 35 hours, has satisfactorily completed his/her probationary period of employment, and whose permanent placement on staff has been approved by Council.
- (g) "Personal Emergency Leave" means leave taken for any of the reasons set out in s. 50 of the Ontario *Employment Standards Act*, which include: personal illness, injury or medical emergency; the death, illness or injury of a close family member; or other emergency situations involving one of the family members listed in the legislation.
- (h) (i) "Probationary employee" shall mean an employee hired by the Corporation to a position of permanent employment, but who has not completed six (6) months of service from the date of employment.
- (ii) Notwithstanding Subsection (h)(i), the probationary period for all

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Department Heads as defined in Section 1.3(a) – (f) of this By-law, shall be one (1) year from the time they are hired for, or promoted to, such a position

- (i) "Scheduled Regular Day" shall mean:
  - (i) a regular day of work for which an employee is normally expected to work; or
  - (ii) a regular day of work which an employee has taken as part of his/her annual vacation; or
  - (iii) a regular day of work which an employee is sick and qualifies for sick pay under Section 5.6; or
  - (iv) a regular day of work which an employee is on bereavement leave and qualifies for pay under Section 10.1; or
  - (v) a regular day of work which an employee is on jury duty and qualifies for pay under Section 9.2.
- (j) "Seniority" means the length of service in the employ of the Township.
- (k) "Temporary or Part-Time Employee" means all employees other than permanent employees.
- (l) "Township" means the Township of Essa.

1.2 For the purpose of this By-law and notwithstanding paragraph (c) and (e) of Section 1.1, persons in the employ of the Township of Essa Public Library Board, are deemed employees of this Library Board pursuant to the *Public Libraries Act*.

1.3 "Department Head", for the purposes of this By-law means;

- (a) In the case of Parks and Recreation Departments, the Manager of Parks and Recreation;
- (b) In the case of employees of the Township Roads Department, the Manager of Public Works;
- (c) In the case of the Finance Department Employees, the Manager of Finance;
- (d) In the case of the Fire Department Employees, the Fire Chief;
- (e) In the case of the Clerk's Department Employees, the Clerk;
- (f) In the case of the Planning and Development Department Employees, the Manager of Planning and Development;
- (f) In the case of the Clerk, the Manager of Finance, the Manager of Planning and Development, the Manager of Public Works, the Manager of Parks and Recreation, and the Fire Chief, the CAO;
- (g) In the case of the CAO, Council.

**PART 2 APPLICATION**

- 2.1 Unless otherwise provided, this By-law applies only to permanent employees of the Corporation.
- 2.2 Unless otherwise provided, the employment policies, terms and conditions for temporary and part-time employees and probationary employees shall be as enacted in the *Employment Standards Act* R.S.O., 1990, Chapter E14 as amended, and other employment legislation in the Province of Ontario as amended from time to time.
- 2.3 All terms, conditions and policies regarding permanent employees of the Corporation, including hours of work, minimum wage, overtime pay, pregnancy and parental leave, other forms of statutory leave and termination of employment, which are not prescribed in this By-law shall be as prescribed by the *Employment Standards Act*, as amended, the *Workplace Safety and Insurance Act (WSIA)*, and other relevant Provincial Statutes as amended, and other By-laws and resolutions of the Corporation as enacted from time to time.
- 2.4 In the case of conflict between this By-law and Provincial Statutes, the latter shall prevail.

**PART 3 PUBLIC AND DESIGNATED HOLIDAYS**

- 3.1 (a) The following days are Public Holidays, as defined and administered according to the *Employment Standards Act*:

New Year's Day	Victoria Day	Thanksgiving Day
Family Day	Canada Day	Good Friday
Labour Day	Christmas Day	Boxing Day

- (b) The following days shall be designated as Holidays:

Easter Monday    Civic Holiday    ½ Day December 24<sup>th</sup>    ½ Day December 31<sup>st</sup>

- 3.2 Subject to Sections 3.3, 3.4 and 3.6 - All permanent and probationary employees with three months service shall be given time off with pay on designated holidays.
- 3.3 Section 3.2 does not apply if,
  - (a) the employee fails to work his/her scheduled regular day of work preceding, or his/her scheduled regular day of work following, the designated holiday, or
  - (b) the employee has agreed to work on the designated holiday and without reasonable cause fails to report for and perform the work.
- 3.4 Where a public or designated holiday falls upon a working day for an employee, the Township through the Department Head, may agree with the employee that the employee shall work on the public or designated holiday and substitute another working day for the public or designated holiday, which day shall be not later than the next annual vacation of the employee, and the employee shall be entitled to said day off with pay.

3.5 Where an employee works on a public or designated holiday, he/she shall be paid at a rate of one and one-half (1 ½) times his/her regular rate and, unless another day is substituted pursuant to Section 3.4, his/her regular wages in addition thereto.

In the case of a Roads Department employee, he/she shall be paid at a rate of two (2) times his/her regular rate for work performed on Christmas Day, Boxing Day, and New Year's Day, and one and a half (1 ½) times his/her regular rate on all other designated holidays, and, unless another day is substituted pursuant to Section 3.4, his/her regular wages in addition thereto.

3.6 When a public or designated holiday falls during the annual vacation of an employee, the Township shall:

(a) with the agreement of the employee pay the employee his/her regular wages for the public or designated holiday, or,

(b) substitute a working day that is not later than the next annual vacation of the employee and the employee shall be entitled to said day off with pay.

3.7 When a public or designated holiday falls on a Saturday or Sunday, the next regular day of work shall be deemed to be the public or designated holiday.

3.8 This part shall apply to any other day proclaimed as a public holiday by the Governments of Ontario or Canada but shall not apply to Remembrance Day.

#### **PART 4**      **ANNUAL VACATION**

4.1 An employee with less than twelve (12) months continuous service with the Township shall be entitled to receive vacation pay in accordance with provisions of the *Employment Standards Act* if his/her employment is terminated.

4.2 (a) All employees shall receive annual vacation leave with pay as follows:

(i) On the completion of one (1) year of service - two (2) weeks

(ii) On the completion of five (5) years of service - three (3) weeks

(iii) On the completion of ten (10) years of service - four (4) weeks

(iv) On the completion of seventeen (17) years of service - five (5) weeks

(b) 1 week of vacation time earned shall equal 35 hours for a 35 hour a week employee and 1 week of vacation earned shall equal 40 hours for a 40 hour a week employee.  
(Part 11 – Hours of Work)

4.3 Time of service shall include the period for which an employee was a probationary employee.

4.4 The vacation year shall be the anniversary year of each individual employee.

4.5 Subject to Section 4.6, annual vacation leave shall be taken within the applicable vacation year, as stated in Section 4.2 (a).

4.6 Although carry-over of annual vacation leave is discouraged, an employee may apply to their Department Head to carry-over part of his/her annual vacation leave, provided no

- employee is permitted to take less than two (2) weeks in any vacation year after one year of service, unless authorized by the Chief Administrative Officer.
- 4.7 Although employees may request a particular period or periods to take annual vacation leave, the taking of such leave at requested times is subject to the discretion of the Department Head.
- 4.8 Subject to the discretion of the Department Head, in the event two or more employees wish to take annual vacation leave for the same period, seniority shall govern provided the employee claiming seniority has requested such leave prior to February 1 of the year in which the leave is to be taken. After February 1, vacation time shall be at the discretion of the Department Head on a first come, first served basis.
- 4.9 Annual vacation pay shall be at an employee's regular rate of pay.
- 4.10 An employee whose employment is terminated shall receive:
- (a) annual vacation pay for any unused annual vacation leave to which he/she is entitled for completed years of service; and in addition,
  - (b) vacation pay for the time served during the incomplete vacation year in proportion to the annual vacation leave he/she would have been entitled to on completing said vacation year.
- 4.11 Subject to Section 4.1 the employee is not permitted to take cash-in-lieu of vacation unless so authorized pursuant to the *Employment Standards Act*.
- 4.12 Department Heads' vacation shall be submitted to the CAO with reasonable advance notice.

**PART 5**      **SICK LEAVE AND PERSONAL EMERGENCY LEAVE**

- 5.1 For the purpose of this part, sickness means a physical or mental condition or disability (and does not include pregnancy), which renders the employee unable to fulfil, reasonably or capably, the requirements of his/her job.
- 5.2 ~~An employee shall be entitled for every month of regular attendance, to a sick leave credit at a rate of one-half day per month equal to 3.5 hours for a 35 hour a week employee and 4 hours for a 40 hour a week employee. (Part 11 – Hours of Work) Each employee shall be awarded a sick leave credit at a rate of one-half day per month, in the amount of the established and approved length of regular work day for the applicable month.~~
- 5.3 Regular attendance shall include annual vacation leave, bereavement leave and jury duty leave but shall not include pregnancy and/or parental leave or any month in which any sick leave without pay is taken.
- 5.4 The sick leave credits of an employee shall be accumulative but at no time shall they exceed six (6) days total per employee which may be equal to 42 hours for a 35 hour a week/7 hours a day administrative employee, and 48 hours for a 40 hour a week/8 hours a day Parks and Recreation employee, 53 hours for a 40 hour a week/8 and 10 hours a day Parks and Recreation and Roads employee. (Part 11 – Hours of Work.)

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- 5.5 A probationary employee shall not accumulate sick leave credits, but upon becoming a permanent employee he/she shall be credited with three (3) days in recognition of his/her probationary period equal to 21 hours for a 35 hour a week employee and 24 hours for a 40 hour a week employee. (Part 11 – Hours of Work.), but only upon the completion of six (6) months of continuous service.
- 5.6 Subject to section 5.10(c), any employee who is absent because of sickness shall be paid sick leave during absence to the extent of his/her accumulated sick leave credits.
- 5.7 No employee shall receive sick leave pay if his/her sick leave credits have been exhausted.
- 5.8 The time absent for sickness shall be deducted from any existing sick leave credits.
- 5.9 Sick leave pay shall be at the same rate as annual vacation pay.
- 5.10 Sick leave pay will only be paid:
- (a) In the event of illness, and not accident or hospitalization. In the event of the illness of a child, spouse/partner, or parent, at the discretion of the Department Head, the production by the employee of reasonable evidence to substantiate the use of sick leave may be requested by the Township. In appropriate cases, this may include a request that the employee produce a medical certificate.
  - (b) If an employee is unable to attend at work as scheduled and he/she has notified the Immediate Supervisor or designate, failing that the CAO, or designate, not later than the employees scheduled starting time, providing details of the reasons for his/her absence from work and of the expected duration of the absence. (The employee may subsequently offer evidence of extenuating circumstances that explains the failure to provide notice as above.)
  - (c) In any event, no payments shall be made from sick leave credits for more than three (3) consecutive days at any one time.
  - (d) If the employee is not employed for gain by any person during his/her absence.
- 5.11 If an employee is required to be absent from work for one of the reasons for which "personal emergency leave" may be taken under s. 50 of the Employment Standards Act, at a time when they could not yet have accumulated 2 days of sick leave credits (e.g., during their probationary period or during the first 4 months of a new calendar year), the employee will, nevertheless, be granted up to two days off with pay as per s. 50 of the Employment Standards Act. Any paid time granted under this section will subsequently be deducted from the employee's sick leave credits once they are earned. In no case will an employee be entitled to more than 6 paid days of combined personal emergency leave under this section and sick leave in a calendar year.
- 5.12 Section 5.11 will not apply if the reason for which the employee requires leave entitles them to paid bereavement leave under Part 10 of this by-law.
- 5.13 Any additional personal emergency leave days that an employee requires beyond those provided for under section 5.11, for which neither paid sick leave nor paid bereavement

leave is available, will be granted as days of leave without pay. Employees are entitled to take a maximum of 10 days of combined personal emergency (paid and unpaid), sick and bereavement leave in a calendar year.

- 5.14 An employee is entitled to benefits under this by-law for an absence which falls on a holiday recognized by the Township. He/she shall not be entitled to, nor be paid for, both sick leave benefits and the public or designated holiday, on the day in question.
- 5.15 Time off during normal working hours may be paid from accrued sick leave credits for medical or dental appointments upon the approval of the Department Head. The employee must produce proof of appointment and a signed certificate following the appointment, to the Department Head, if requested.
- 5.16 The Municipality shall not contribute to the payment of premiums for the Group Benefit package with an Insurance Provider, or other insurer as the case may be, when an employee is on lay-off, unauthorized or authorized leave of absence without pay for one (1) week or longer, long term disability, or unless otherwise approved by the CAO or designate. However, excepting when an employee is on lay-off, or an unauthorized leave of absence, said employee may continue to receive the employee benefits provided for in this By-law provided the employee pays one hundred percent (100%) of the required payment.

Where an employee is on pregnancy and/or parental leave or Workers Compensation, the Municipality's contribution to benefits will be in accordance with the *Employments Standards Act*, and any subsequent amendments and WSIA, and any subsequent amendments.

#### **PART 6**      **PREGNANCY AND PARENTAL LEAVE**

- 6.1 Pregnancy and Parental Leave shall be in accordance with the *Employment Standards Act*, and any subsequent amendments.

#### **PART 7**      **CANADA PENSION PLAN AND O.M.E.R.S.**

- 7.1 In addition to the Canada Pension Plan, every employee, shall join the basic Ontario Municipal Employees Retirement System, (O.M.E.R.S.) Pension Plan, effective the date of commencement of employment.
- 7.2 The Municipality and the employee shall make contributions to these plans in accordance with the Provincial Legislation and regulations thereto.

#### **PART 8**      **HOSPITAL INSURANCE**

- 8.1 The Municipality shall pay an Employment Health Tax as per Provincial Legislation.

#### **PART 9**      **JURY DUTY LEAVE**

- 9.1 Employees who are required to serve as candidates for jury duty, jurors or subpoenaed witnesses shall be granted leave of absence for that purpose and may, at the discretion of the Department Head, be required to produce proof of such service. The employee shall notify his/her Supervisor or designate immediately of such call to jury duty.

- 9.2 If an employee is required to be on jury duty or a subpoenaed witness that is in relation to another place of employment or contract services that the employee is involved with, at the discretion of the Department Head, such jury duty and witness leave shall not be paid to the employee.
- 9.3 An employee granted leave of absence pursuant to Section 9.1 shall be paid his/her normal rate of pay for such absence, provided,
  - (a) The employee reports for work when not actually required for the Court day, or if the employee is dismissed from Court he/she shall report for work if more than 2 hours remain in the employee's normal work day.
  - (b) The employee deposits with the Township's Manager of Finance, the total amount received for serving as a juror or subpoenaed witness not including any allowance for expenses (including mileage), and,
  - (c) The employee, on returning to duty, presents a certificate showing the period of such "service" and the amount of compensation received.
- 9.4 The rate of pay for Section 9.2 shall be the same as the annual vacation pay. (Section 4.9).

**PART 10 BEREAVEMENT LEAVE**

- 10.1 An employee shall be eligible for up to four (4) days leave of absence with pay, provided that such day consecutively follows regular work days, to attend the funeral of a member of his/her immediate family, subject to approval by his/her immediate supervisor or designate.
- 10.2 Immediate family shall mean the employee's parent, spouse, common-law, same sex partner, child, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandparent-in-law, and grandchild; or a person to whom the employee is in loco parentis.
- 10.3 A paid leave of absence for up to one (1) working day will be granted for the purpose of attending the funeral of a member of the employee's family who is not considered "Immediate Family" or for a close friend, subject to approval by his/her immediate supervisor or designate.
- 10.4 The rate of pay for Section 10.1 and 10.3 shall be the same as the annual vacation pay. (Section 4.9)
- 10.5 The Township shall be entitled to demand proof of death and relationship before payment is made pursuant to Sections 10.1 and 10.3.
- 10.6 This policy refers to permanent employees only. (Section 2.1)

**PART 11 HOURS OF WORK AND OVERTIME**

**Roads Department Staff**

- 11.1 The normal work period for all outside Roads Department employees, will be 40 hours,

with the daily work day being from 7:00 a.m. to 3:30 p.m., Monday through Friday, with one 30 minute lunch break. During the summer season, the Manager of Public Works may alter this normal daily work period to provide for four (4) – ten (10) hour days totalling 40 hours per week, or such other schedule deemed appropriate by the Manager of Public Works and pay and compensation shall be reflective of the length of established and approved work day.

- 11.2 Permanent hourly paid employees shall be paid an overtime rate of one and one half (1 ½) times their regular rate for time worked in excess of a forty (40) hour work week, except Sundays, for which an overtime rate of two (2) times their regular rate will be paid, and, except when such overtime occurs on a public or designated holiday, which rate shall be set out under Section 3.5 in this By-law.
- 11.3 Subject to Section 11.5, all Roads Department employees will accept reasonable requests for after hour emergency work required to ensure the continued delivery of essential public services, as determined by the Roads Supervisor and/or his/her designate, with overtime to be paid on eligible hours worked.
- 11.4 The Township, at the discretion of the Roads Supervisor and/or his/her designate, will have the right to send any or all employees home after they have worked an eight (8) hour day. This eight (8) hour period could include hours prior to 7:00 a.m.
- 11.5 Instead of being paid overtime, an employee may with the consent of the employer choose to take time off equivalent to 1 ½ times the regular rate, which is earned. The time off will be taken at a time mutually convenient for the Corporation and the employee concerned. It is understood that lieu time is capped at sixty (60) hours annually.
- 11.6 The Township, at the discretion of the Manager of Public Works and/or designate, will have the right to schedule the hours of work, including but not limited to, rotating shifts for Roads Department staff, a winter patrol person and weekend standby.
- 11.7 The Roads Department employees will be required to perform on-call duty on a weekly basis during the spring, summer and fall seasons, in accordance with a list posted by the Manager of Public Works or designate. Any changes to this list amongst the employees shall be approved if the change is mutually agreed upon, and the Supervisor is notified in advance and approves of the change. The employee on-call is required to hold himself or herself readily available outside of normal working hours of work for dispatch on-calls which are necessary in order to ensure the continued delivery of essential public services.
- 11.8 Prior to an employee's shift, employees designated for on-call duty who are unable to perform such duties because of illness, shall notify his/her Supervisor or designate immediately.
- 11.9 Employees on-call shall be allowed to secure additional help in order to service an emergency call-out if the job requires more than one (1) employee.
- 11.10 Subject to Section 11.5, noted above, employees designated for on-call duty, will be paid when called out at the rate of one and one-half (1 ½) times his/her current hourly rate of pay when in excess of forty (40) hours per week. In addition, the employee may be allowed to take home a Township vehicle, to be used for Township purposes only.

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11.11 When an employee is called in for emergency overtime work outside of his/her normal working hours, he/she shall be provided with a minimum payment of three (3) hours at the appropriate premium rate or the actual time worked at the appropriate premium rate, whichever is greater. No additional payment will be made for more than one (1) call-out during the three (3) hour period. When the employee has completed his/her call-out work, he/she will be allowed to return to his/her home, provided he/she has checked to ensure that additional calls have not been received.

11.12 Call-out provisions shall not apply when overtime is a direct extension of a working day.

### **Parks Staff**

11.14 The normal work period will be forty (40) hours with the daily work day being from 7:00 a.m. to 3:30 p.m. Monday through Friday or as scheduled by his/her Supervisor.

11.15 Notwithstanding Section 11.14, a Parks employee's hours may be adjusted by the Manager of Parks and Recreation or designate as required based on weather conditions.

The normal work period for all outside employees, will be 40 hours, with the daily work day being from 7:00 a.m. to 3:30 p.m., Monday through Friday, with one 30 minute lunch break. During the summer season, the Manager of Parks and Recreation or designate may alter this normal daily work period to provide for four (4) – ten (10) hour days totalling 40 hours per week, or such other schedule deemed appropriate by the Manager of Parks and Recreation or designate.

Should a ten (10) hour work day schedule be established by the Manager of Parks and Recreation or designate for the operation and maintenance of Township parklands and facilities, an employee may be required to work up to eight (8) ten hour days in a row with two (2) ten hour days off during the two week pay period. The Parks & Recreation Department employee's hours of work may be averaged over a period of not more than four weeks for the purpose of determining the employee's entitlement, if any, to overtime pay.

11.16 Parks staff may be assigned to duties with the Roads Department from time to time at the discretion of the Manager of Parks and Recreation or designate.

11.17 Parks employees will accept reasonable requests for after hour emergency work that is necessary to ensure the continued delivery of essential public services, as determined by the Manager of Parks and Recreation or designate and/or his designate, with overtime to be taken as time off at a rate of one and one half (1 ½) hours for each hour worked. Such time off shall be taken as approved by the Manager of Parks and Recreation or designate.

11.18 Section 11.11 shall apply to Parks employees.

### **Recreation Centre Staff**

11.19 The regular work week for employees at the Essa Recreation Centres in Angus and Thornton will consist of forty (40) hours exclusive of one half ( ½ ) hour for lunch during each shift, subject to the requirements of the Department. Said working hours may be scheduled as a day or evening shift Monday through Sunday with two (2) consecutive days off per week and at least one (1) complete weekend off in four (4).

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Should a ten (10) hour work day schedule be established by the Manager of Parks and Recreation or designate for the operation of the Township's Arenas, an employee may be required to work up to five (5) ten hour days in a row with three (3) ten hour days off during the two week rotating shift pay period. The Parks and Recreation Department employee's hours of work may be averaged over a period of not more than four weeks for the purpose of determining the employee's entitlement, if any, to overtime pay.

- 11.20 The Corporation agrees that there will be two (2) paid break periods allowed each shift, one in the first half and one in the second half of the shift, subject to the understanding that such break periods will not unduly interfere with the efficient operation of the Corporation, or as required by the *Employment Standards Act*.
- 11.21 Instead of being paid overtime, an employee may with the consent of the employer choose to take time off equivalent to 1 ½ times the regular rate, which is earned. The time off will be taken at a time mutually convenient for the Corporation and the employee concerned. It is understood that lieu time is capped at sixty (60) hours annually.
- 11.22 Notwithstanding Section 11.19, during the period that there is no ice surface, Recreation Centre employees may be required to work at parks and road operations, and as such will be subject to the hours set out in Section 11.14, 11.15 and 11.1 respectfully.
- 11.23 Where an employee is called in to work overtime outside his/her normal working hours, Sections 11.11 and 11.12 shall apply, with the exception that the terms of 11.21 shall apply.

#### **Administrative Centre Staff and Other Staff**

- 11.24 The normal work period will be a thirty-five (35) hour week with the daily work day being 8:30 a.m. to 4:30 p.m., Monday through Friday, or as agreed to or scheduled by his/her supervisor provided that each Administrative employee works seventy (70) hours within a pay period.
- 11.25 Overtime for non-management employees shall be one and one half (1½) hours off for each hour worked in excess of regular hours or as specified in the job description (such as but not limited to the Building Inspectors, Deputy Chief Building Official and Municipal Law Enforcement Officer), in lieu of financial remuneration.
- 11.26 All overtime for non-management must be approved by the Department Head and/or the CAO, prior to the commencement of overtime. Time off, in lieu of overtime, shall be arranged between the employee and his/her Department Head, at a time suitable to the Department Head.
- 11.27 The following positions namely, CAO, Clerk, Fire Chief, Manager of Finance, Manager of Public Works, Manager of Planning and Development, Working Recreation Centre Manager/Parks Supervisor, Working Recreation Centre Supervisor, Manager of Parks and Recreation, Chief Building Official, Deputy Treasurer and Deputy Clerk shall, in lieu of receiving monetary remuneration for overtime, receive five (5) working days off in lieu of overtime worked in each anniversary year, equal to 35 hours for a 35 hour a week employee and equal to 40 hours for a 40 hour a week employee (Part 11 – Hours of Work), subject to the approval of the CAO.

11.28 That two (2) extra floater days, equal to 14 hours for a 35 hour a week employee and equal to 16 hours for a 40 hour a week employee, (Part 11 – Hours of Work) be given in lieu of overtime to Department Heads for attending Council and Budget Meetings, and that they must attend, at the least, 75% of the meetings, subject to CAO approval.

**PART 12**      **REST PERIODS**

- 12.1 All employees will be allowed two (2) paid fifteen (15) minute rest periods per day as required by the *Employment Standards Act*, as scheduled by his/her supervisor.
- 12.2 All employees, except those noted in Sections 11.1, 11.14 and 11.19, shall be given a sixty (60) minute unpaid meal period which, except under emergency conditions, shall be continuous and uninterrupted, as scheduled by his/her Supervisor.
- 12.3 Employees as noted in Section 11.1, 11.14 and 11.19 shall be given a thirty (30) minute, unpaid meal period which, except under emergency conditions, shall be continuous and uninterrupted, as scheduled by his/her Supervisor.
- 12.4 Roads and Parks employees are required to take their lunch breaks and fifteen (15) minute rest periods at the workplace or worksites unless alternate arrangements have been authorized by the Supervisor or designate.

**PART 13**      **MISCELLANEOUS**

**Continuing Education**

- 13.1 All permanent employees are encouraged to take courses of instruction or training directly related to the employee's job.
- 13.2 An employee may enrol in a course of training providing that:
  - (a) The Township's gross cost involves only tuition and/or registration, examination, books and/or course materials, transportation, accommodation and meals.
  - (b) If time off is necessary to attend said course, it must be approved by the employee's Department Head and the CAO and necessary funding is included in the approved operating budget.
  - (c) Overtime compensation shall not apply when an employee attends a conference, seminar or training session paid by the Corporation.
- 13.3 The eligible employee shall be reimbursed on the following basis:
  - (a) Tuition and/or registration upon supplying the Township's CAO with satisfactory proof of successfully completing the course. In courses where no examinations are held, upon the eligible employee supplying the Township's CAO with satisfactory proof that he/she attended at least 80% of the total lectures;
  - (b) Examination fees and other similar fees, upon presentation of receipts to the Township's CAO;
  - (c) Books and course materials, upon presentation of receipts to the Township's CAO;
  - (d) Transportation, accommodation and meals, upon presentation of receipts to the

Township's CAO.

- 13.4 When an eligible employee attends an education or training course of which the gross Township cost, excluding salary, exceeds \$250.00, the employee shall agree to remain an employee of the Township for a period of one (1) year following the completion of the course, or the employee shall reimburse the Township at the rate of ten percent (10%) of the total Township costs for each month of the year for which the requirement was not fulfilled to a maximum of the total gross Township costs.

**Related Associations**

- 13.5 Department Heads are encouraged to join and participate in an Association directly related to their position upon receiving budget approval, and approval of the Department Head and the CAO.

Department Heads will be permitted to attend regularly scheduled meetings of the Association without Council's permission, providing the meetings are not held more often than once bi-monthly. Subject to CAO approval.

**Attendance Record**

- 13.6 As soon as reasonable in each calendar year, the Township will provide an employee with a written statement of attendance.

**Leave of Absence**

- 13.7 Leave of absence other than as provided in this By-law is discouraged, but the CAO retains the discretion to grant a leave of absence without pay for any period, for any justifiable reason, upon written request from a Corporation employee.

**Request for Leave**

- 13.8 Unless otherwise provided, all requests for leave with pay pursuant to this By-law, shall be in writing and shall be approved by the Department Head and submitted to the CAO office.

All requests for leave shall be made as soon as reasonably possible.

Leave of absence other than pursuant to this By-law may result in disciplinary action that may or may not be limited to dismissal or suspension or forfeiture of pay.

**Mileage**

- 13.9 Employees using privately owned vehicles on Township business shall be paid at a rate established by the Council from time to time.

**Benefits where a premium is paid**

- 13.10 Benefits for which a premium is paid for by the Corporation shall be included under a separate By-law.

**Notice of Resignation**

- 13.11 (a) All employees, save and except Department Heads, shall submit in writing to their Department Heads, a notice of resignation of employment with the Township at least ten (10) working days prior to the last working day.
- (b) Department Heads shall submit in writing to the CAO and Council, a notice of resignation of employment with the Township twenty (20) working days prior to the last working day.

**Emergency Closing of Administration Centre or other Municipal Buildings**

13.12 If an emergency condition affecting the Administration Centre or other Municipal Buildings occurs during normal office hours, the CAO has the authority to send employees home and take whatever other action he/she feels necessary to rectify the emergency, including assigning such employees to work at other facilities.

**Retirement Gift**

13.13 A permanent employee who meets the Ontario Municipal Employees Retirement System criteria for early retirement shall be entitled to receive a gift valued at \$10.00 for every year of service to a maximum of \$200.00.

**Retirement Allowance for Extended Health Care – Drug**

13.14 (a) Premiums for extended health care coverage shall be continued to be paid for employees who meet the Ontario Municipal Employees Retirement System criteria for early retirement to a maximum of five (5) years or to age sixty-five, whichever comes first, based on years of service as follows:

- Five (5) years of service – one (1) year paid benefits
- Ten (10) years of service – two (2) years paid benefits
- Fifteen (15) years of service – three (3) years paid benefits
- Twenty (20) years of service – four (4) years paid benefits
- Twenty-five (25) years of service – five (5) years paid benefits

13.14 (b) **Purchase of Extended Health Care – Drug until Age 65**

Notwithstanding Section 13.14 above, employees of the Township of Essa (and those employees who retired after January 1, 2015), with 20 or more years of service may purchase premiums for extended health care – drug once the Retirement Allowance for Extended Health Care – Drug (Section 13.14) has expired and the employee has not reached the age of 65. The cost to purchase these benefits will be borne 100% by the employee.

**Extension of Benefits at Age 65**

13.15 Premiums for extended health and dental care coverage (excluding life insurance and long-term disability coverage) shall be continued to be paid for employees working full time who choose to work past sixty-five (65) years of age, on the understanding that the Ontario Drug Benefit (ODB) for Senior Citizens plan is the first payer for all eligible drug claims. The Township of Essa’s Health Care Coverage Provider shall not pay for the costs of services or supplies payable or available under any government-sponsored plan

or program, except as described under *Integration with Government Programs*.  
Extended Health and Dental benefits shall terminate at the maximum age of seventy-five (75). The Township of Essa reserves the right to change or terminate the coverage at any time.

### Probationary Period

13.16 In order to give the Township time to determine whether the working environment is satisfactory, and for the Township to determine suitability for the job, a probationary period as set forth in Part 1, Section 1.1, (g) (i) and (ii), has been established, within which either the Township or the Probationary Employee may terminate the employment without cause, by giving two (2) week's notice in writing or pay in lieu of notice, in accordance with the *Employment Standards Act*.

Notwithstanding the foregoing, the Township may extend the probation period with notice, or terminate the employment at any time during the probationary period without notice, or payment in lieu of notice, where cause exists.

Should any Section, subsection, clause, paragraph or provision of this By-law be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the By-law as a whole or any part thereof, other than the provisions so declared to be invalid.

14. That By-law Nos. 2016-06 and 2016-49 are hereby repealed.

15. That this By-law shall come into force and take effect on the day of final passing thereof.

READ A FIRST, AND TAKEN AS READ A SECOND AND THIRD TIME AND FINALLY PASSED on this the 7<sup>th</sup> day of March, 2018.

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Terry Dowdall, Mayor

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Lisa Lehr, Clerk

## Sample 1

Sick leave balances for eligible employees are credited on the employee's anniversary date (date of hire) of each year and are to be used only in cases of accident or illness as described in Section 4.3.7, Use of Sick Leave, and for medical or dental examination and care as described in Section 4.7, Paid Leave for Medical Examination and Care. Other needs for paid leave must be met through the use of personal leave (Sections 4.3.17 - 4.3.20), or vacation leave (Section 4.2). For use of sick leave in cases of work-related accidents, see Section 4.8, Industrial Accident and Workers' Compensation. Sick leave balances may be verified in the department.

### 4.3.6 Amount of Sick Leave

Full-time and part-time employees will be credited with 12 days of sick leave on the employee's anniversary date of each year, provided that they:

- a. work at least 50% of a regular work schedule, and
- b. have completed at least six months of service at the Institute.

New employees are credited with one day of sick leave after completing each of the first six months of employment. At the end of the first six months of service, employees are credited with one additional day of sick leave for each month remaining until the employee's next anniversary date.

Unused sick leave may be carried over and accumulated to a maximum of 192 days. Sick leave is paid at normal straight-time rates, plus any applicable shift differential, and must be reported on attendance records as required by the Institute's payroll policies for non-exempt personnel.

### 4.3.7 Use of Sick Leave

Sick leave is to be used in cases of accident or illness of the employee, and for the employee's medical or dental examination and care. (See Section 4.7, Paid Leave for Medical Examination and Care). An employee may also use up to 40 hours of their accumulated sick leave every year to care for a sick family member, such as a child, spouse, domestic partner, parent, parent of spouse, or other member of the household, and for their medical or dental examination and care. The 40 hours of "sick family time" may be used to care for a newborn following a Paid Parental Leave, as specified in Section 4.5.3. An employee may also use up to 40 hours of their paid sick time during a leave of absence for victims of domestic violence, as specified in Policies and Procedures Section 7.5.7.

### 4.3.8 Holiday Within Sick Leave

If a recognized Institute holiday falls on a regularly scheduled work day during a paid sick leave period, the day is paid as a holiday, and is not counted against sick leave allowances.

### 4.3.9 Vacation Accrual During Paid Sick Leave

Employees absent from work on paid sick leave continue to earn vacation at their normal rate.

#### **4.3.10 Payment of Sick Leave to Part-time Employees**

Part-time employees who work at least 50% of a normal work week on a fixed schedule (an established number of hours per week on a predetermined schedule), and who have sick leave hours accumulated, will be paid for absence due to illness during the normally scheduled work hours. Hours worked outside the regularly scheduled hours will be paid without regard to such sick leave payments.

Part-time employees who work at least 50% of a normal work week on a variable schedule (an established number of hours per week with no predetermined schedule), and who have sick leave hours accumulated, will be paid for absence due to illness in an amount not to exceed the difference between the number of hours scheduled and the number of hours actually worked during the week. No sick leave payments will be made during any week in which the actual number of hours worked equals or exceeds the number of hours scheduled.

#### **4.3.11 Adjustment of Sick Leave Balance to Reflect a Change in Normal Work Week**

The accumulated sick leave balance of an employee whose schedule changes from one normal work week to another is adjusted proportionately for the balance of the months remaining to the employee's next anniversary date to reflect the new work schedule. The adjusted balance should not exceed 192 days of sick leave.

If an employee changes to a less than half-time schedule, he or she will retain any sick leave balance already accumulated after the normal adjustment has been applied, but will no longer accrue sick leave after the effective date of the change in hours, except as provided in Section 4.3.22 below.

Sick leave balances will not be reduced for employees who change their normal work week from a greater to a lesser number of hours after reaching age 65.

## Sample 2

Regular Hours of Day Workers 8.01(a) The regular hours of Day Workers shall be defined as Monday through Friday and shall commence not earlier than 6:00 a.m. and end not later than 7:00 p.m. and consist of seven (7) or eight (8) hours duration and thirty-five (35) or forty (40) hours per week, as the case may be.

Change of Regular Hours of Day Workers 8.01(b) Where it is operationally required, the regular hours of a Day Worker may be changed on a temporary basis. If a change in the regular hours of a Day Worker is operationally required on a temporary basis, the employer shall: i) request volunteers from all employees with the required qualifications in the classification who normally perform the work in the location, unit or program in the Division (e.g. Municipal Licensing Services – unit, Recreation – location, Flu Clinic – location, Parenting Programs – program, Customer Support /Film – unit); ii) if there are insufficient volunteers, the employer shall assign the altered hours to the most junior employee with the required qualifications in the classification who normally performs the work in the location, unit or program in the Division; (e.g. Municipal Licensing Services – unit, Recreation – location, Flu Clinic – location, Parenting Programs – program, Customer Support /Film – unit); iii) provide ten (10) calendar days written notice to Local 79 and the affected employee(s) setting out the change of hours and the duration; and iv) pay employees the shift bonus provided for in clause 7.04. 8.01(c) (i)

In the event that the requirements in Article 8.01(b) are not met, any work done by a Day Worker outside of the above noted regular hours shall be paid the overtime rate in accordance with clause 7.01. (ii) Notwithstanding clause 8.01(b)(iii), where a change of hours of work is caused by an emergency and ten (10) calendar days notice can not be provided, affected employee(s) shall be paid the overtime rate in accordance with clause 7.01 for all hours worked on the first shift outside of the above noted regular hours.

8.01(d) Where hours outside of the above noted regular hours are required on a continuing basis, the employer may create a shift including these hours on the giving of at least thirty calendar days' notice. Employees with the required qualifications in the classification who normally perform the work in the location, unit or program in the Division will be asked to work the shift on a voluntary basis. If there are insufficient volunteers, the most junior employee(s) with the required qualifications in the classification who normally - 15 - perform the work in the location, unit or program in the Division shall be required to work the shift. Employees working these shifts shall be paid the shift bonus provided for in clause 7.04.

## Sample 3

## 1. EMPLOYEE SICK LEAVE

- 1.1. ***When an employee is off sick for 3 consecutive days, on the 4<sup>th</sup> day the employee must obtain a doctor's note, at their expense and report to their Department Head and/or Treasurer-Human Resources Director. Human Resources will proceed with the necessary short term disability application***

*in accordance to the Group Benefits Insurance Booklet from the insurance provider.*

- 1.2. *Return to work, the employee will work within the Group Benefit Insurance requirements. The employee, at their expense, shall provide the employer with a doctor's note approving their return to work.*
2. SICK AND PERSONAL DAYS
  - 2.1. *Regular full time employees are entitled to five sick days per calendar year starting January 1<sup>st</sup> of each year at their regular rate of pay.*
  - 2.2. *Regular full time employees are entitled to two personal days each year calendar year starting January 1<sup>st</sup> of each year at their regular rate of pay.*
  - 2.3. *A maximum payout of fifty percent (50%) of unused sick or personal days will be paid to the employee at the end of each calendar year.*
3. UNPAID LEAVE OF ABSENCE (other than statutory leave as per Employment Standard Act).
  - 3.1. *Subject to the terms, eligibility and approval requirements of the Township's Group Benefit Insurance provider, an employee on an unpaid Leave of Absence may continue benefit coverage by paying the total monthly cost to the Employer by the fifteenth (15) day of each month or prior to the due date. Arrangements must be submitted in writing by the employee to their Department Head and Treasurer-Human Resources Director. In the event that payment is not received, benefits may be*

*terminated on the 1<sup>st</sup> day of the month following and notice shall be given to the employee.*

- 3.2. An employee may be granted a leave of absence, without pay, for personal reasons up to a maximum of four (4) weeks, by the Chief Administrative Officer on a recommendation of the Department Head.*
- 3.3. Leave of Absence of more than four (4) weeks duration may be granted on the recommendation of the Department Head and approval of the Chief Administrative Officer.*
- 3.4. Maternity/Parental leave shall be granted in accordance with the Employment Standards Act.*
- 3.5. Vacation and Sick day credits shall not accumulate if the leave granted is for more than one (1) calendar month, days will be pro-rated at time of return.*
- 3.6. Employees must use entitlement days if available before requesting a leave of absence without pay.*

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ARTICLE 15 - LEAVE OF ABSENCE

Unpaid Personal Leave

- (a) An employee may request permission to take unpaid personal leave. Subject to the efficient operation of the Corporation, such request for leave of absence will not be unreasonably denied provided that the employee makes the request at least two (2) weeks in advance of the personal leave (except in cases of a request for an extended bereavement leave). Such leave shall not be granted for vacation.
- (b) An employee shall be granted one (1) day leave of absence without pay per contract year, for personal emergencies or urgent personal need. The employee shall notify the Corporation of the need to seek such a day as soon as is reasonably practicable.

15.02 Paid Bereavement Leave

- (a) An employee shall be granted three (3) days leave of absence with pay, to attend the funeral or memorial service of a member of his/her immediate family. The three (3) days will be read as five (5) days in the event that the family member is a spouse or child of the employee.
- (b) In the event the memorial service is held at a later date (within 6 months of the death), the employee may use the days to attend that service.
- (c) "Immediate family" shall mean the employee's parent, spouse, common law spouse as defined by the Family Law Act, child, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent or grandchild.
- (d) When a death occurs to the employee's immediate family, as defined above, while the employee is on vacation, then the applicable days of bereavement leave shall be allowed and be provided.
- (e) The Corporation reserves the right to request proof of the death and relationship to the deceased.

15.03 (a) Amount of Paid Sick Leave

Each employee who has completed his/her probationary period shall be entitled to a maximum of (42) hours based on 35 hours per week and (48) hours sick leave based on 40 hours of work per week absence with pay in any calendar year, pro-rated for the first calendar year for incidental sickness or accident where the employee

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is not hospitalized. These days are not accumulative from year to year.

Each year an employee may carryover unused sick time hours to a maximum of two hundred and forty (240) hours only to be utilized towards Short Term Disability top up payments at the rate of (.25) of sick time. Carryover of unused sick time may not be used for any other purposes and has no monetary value upon termination or retirement from the Corporation.

(b) Proof of Illness

An employee may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) days, certifying that he/she was unable to carry out his/her duties due to illness. The Corporation reserves the right to request such a certificate before the three (3) days if the Corporation feels that the employee's absence is not justified. Where a certificate is required by the Corporation it will be at the Corporation's expense.

(c) Sick leave entitlement may be used at the employee's discretion towards medical emergencies or to care for a family member who is ill, and for whom they are the primary care giver.

ARTICLE 16 - JURY DUTY AND SUBPOENAED WITNESS LEAVE

16.01 (a) The Corporation shall permit a leave of absence to an employee who serves as a juror or who is subpoenaed as a crown witness or is a witness for the Corporation in any court. The Corporation shall pay such an employee his/her regular wage and the payment he/she receives for jury service or crown witness or as a witness for the Corporation shall be forwarded to the Town immediately upon receipt thereof. The employee will present proof of service and the amount of pay received.

(b) The employee is required to notify the Corporation as soon as possible of selection for jury duty or crown witness.

ARTICLE 17 - HEALTH AND SAFETY

17.01 Both parties recognize the need to ensure the safety and protect the health of all employees in accordance with the Occupational Health and Safety Act and Regulations, Codes, CSA Standards and Town policies as amended from time to time.



**f) Provision of Meals**

In the event that Employees are required to work in excess of three (3) hours over and above their usual seven (7) or eight (8) hour work days as the case may be, the Supervisor is authorized to make the necessary arrangements to provide a meal for the affected Employees. Invoices and/or meal receipts shall be submitted to the Senior Manager for review and approval as the funds will come from the Departmental operating budgets. When a Supervisor has been issued a Town credit card, the credit card may be used to purchase the meal provided that the detailed receipt is provided to the Senior Manager as proof of purchase.

**5.2 NOTIFICATION OF HOURS OF WORK**

- a) New Employees will be advised of the Hours of Work at the time of employment with the Town. As part of the job offer and/or employment contract, Employees will be advised that the Town establishes hours of work based on operational needs. The Hours of Work reflect the different work requirements for the different Departments and/or Divisions within each Department and may be changed or modified from time to time with notice.

**5.3 SEASONAL HOURS OF WORK**

- a) Hours of Work may be established by the Town on a seasonal basis to reflect the operational needs. (e.g. seasonal hours of work for arena, construction, building inspection, parks maintenance, snow removal, etc.). The purpose of Seasonal Hours of Work is to match the staffing resources to the operational needs. Seasonal Hours of Work may include a rotating shift schedule to cover the operational needs. Seasonal Hours of Work may include a longer work day and/or shorter work day at different times of the year provided that the overall number of Hours of Work for the calendar year remains the same.
- b) Prior to establishing seasonal hours of work, the C.A.O., Senior Manager and/or Supervisor shall meet to review operational needs. Prior to the implementation of the seasonal hours of work, the C.A.O., Senior Manager and/or Supervisor shall meet with the affected Employees to review the proposed seasonal hours of work and identify any concerns. Modifications may be made to the proposed seasonal hours of work to accommodate the needs of the Employees provided that the operational needs of the Town continue to be met. Prior to the finalization of the seasonal hours of work, the C.A.O. shall consult with the Section Committee to review any operational issues. A proposal for seasonal hours of work will be reported to the Municipal Employees Association and to the Human Resources Committee.



**TOWN OF PENETANGUISHENE  
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- c) Prior to the implementation of the seasonal hours of work, notice shall be given to the Employees and MEA as per the Hours of Work policy and in accordance with the Employment Standards Act.
- d) In the event that seasonal hours of work require a work day longer than eight (8) hours and less than forty-eight hours per week, the Town will enter into an Agreement with the Employees in accordance with the Employment Standards Act.
- e) In the event that the seasonal hours of work require a work week longer than forty-eight (48) hours per week, the Town shall apply to the Director as required under the Employment Standards Act. In no case shall the hours of work be more than sixty (60) hours per week.

#### **5.4 MODIFIED HOURS OF WORK**

- a) Hours of Work may be modified by the Town to reflect work requirements for a specific project or a specific position. In general, the Hours of Work may be modified to include a longer and/or shorter hours of work in a day(s) to ensure that the overall number of hours in the pay period remain the same.
- b) Modified hours of work may also reflect the requirements for specific positions to work evenings or weekends. Specific positions include:
  - i) Municipal Law Enforcement Officer;
  - ii) Tourism and Events Coordinator in relation to community meetings and special events;
  - iii) Deputy Fire Chief/Fire Prevention Officer in relation to fire training, fire prevention activities and fire calls;
  - iv) Museum Supervisor/Curator in relation to Museum meetings and events;
  - v) Deputy Clerk in relation to the election;
  - vi) Human Resources Assistant in relation to meeting attendance;
  - vii) Any other Employee who may be called upon to attend meetings or events in the evenings or on weekends.
- c) Prior to establishing modified hours of work, the C.A.O., Senior Manager and/or Supervisor shall meet to review special needs. Prior to the implementation of the modified hours of work, the C.A.O., Senior Manager and/or Supervisor shall meet with the affected Employee(s) to review the proposed modified hours of work and identify any concerns. Modifications may be made to the proposed modified hours of work to accommodate the needs of the Employee(s) provided that the operational needs of the Town continue to be met. Prior to the finalization of the modified hours



**TOWN OF PENETANGUISHENE  
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of work, the C.A.O. may consult with the Section Committee to review any operational issues and will report to the Human Resources Committee.

- d) Prior to the implementation of the modified hours of work, notice shall be given to the Employees and MEA as per the Hours of Work policy and in accordance with the Employment Standards Act.
- e) In the event that modified hours of work require a work day longer than eight (8) hours and less than forty-eight hours per week, the Town will enter into an Agreement with the Employees in accordance with the Employment Standards Act.
- f) In the event that the modified hours of work require a work week longer than forty-eight (48) hours per week, the Town shall apply to the Director as required under the Employment Standards Act. In no case shall the hours of work be more than sixty (60) hours per week.

#### **5.5 FLEX SCHEDULE**

- a) At the request of an Employee, the C.A.O. in consultation with the Senior Manager and Supervisor, if applicable may approve a flex schedule to accommodate the Employee's personal and/or family needs or obligations. The flex schedule may alter the start time or end time of the work day. The flex schedule may alter the hours of work per day but shall not alter the number of hours of work per pay period (i.e. two weeks) or negatively impact the Town's ability to meet its operational and/or customer service needs.
- b) Upon approval of a flex schedule by the C.A.O., written notice shall be given to the Employee and the Senior Manager and Supervisor, if applicable including the approved schedule as per the Hours of Work policy and in accordance with the Employment Standards Act.
- c) In the event that flex schedule requires a work day longer than eight (8) hours and more than forty (40) hours and less than forty-eight (48) hours per week, the Town will enter into an Agreement with the Employee in accordance with the Employment Standards Act.
- d) In the event that the modified hours of work require a work week longer than forty-eight (48) hours per week, the Town shall apply to the Director as required under the Employment Standards Act. In no case shall the hours of work be more than sixty (60) hours per week.



## 5.6 REDUCED WORK SCHEDULE – SHORT TERM

- a) Consideration will be given to requests from Employees to work a modified work week on a temporary basis subject to the following conditions:
  - i) An Employee requesting to work a reduced work week must make the request in writing to their Senior Manager and the C.A.O.
  - ii) The Employee requesting to work a reduced work week must have been a full-time Employee for the Town a minimum of three years.
  - iii) The minimum an Employee may work in lieu of a regular five day workweek is three days. For office staff, the minimum number of hours is 21 hours per week and for outside staff, the minimum number of hours is 24 hours per week.
  - iv) The maximum time an Employee may work a modified workweek is six (6) months. The Employee may request a further six (6) month extension for a total of one year maximum.
  - v) An employee may only be granted a modified work week once every two calendar years.
- b) Subject to the above noted conditions, the request for a Reduced Work Schedule will be reviewed by the Senior Manager and Supervisor, if applicable in consultation with the C.A.O. Prior to granting the request for a Reduced Work Schedule, the Senior Manager and the C.A.O. will take into account the Town's operational and customer service needs.
- c) If the joint decision of the Senior Manager and the C.A.O. is to grant the request for a Reduced Work Schedule, the C.A.O. will report to the Human Resources Committee, including whether any alternate staff coverage is required.
- d) If the joint decision of the Senior Manager and the C.A.O. is to refuse the request for a Reduced Work Schedule or if the Senior Manager and the C.A.O. cannot reach a consensus, the Employee may appeal to the Human Resources Committee.
- e) In the event of an appeal, a final decision is made by the Human Resources Committee. The Employee is then notified in writing of the Human Resources Committee decision by the C.A.O.



# TOWNSHIP OF ESSA STAFF REPORT

**STAFF REPORT NO.:** CAO023-20  
**DATE:** April 1, 2020  
**TO:** Committee of the Whole  
**FROM:** Colleen Healey-Dowdall, Chief Administrative Officer  
**SUBJECT:** COVID-19 Budget Impacts

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## RECOMMENDATION

That Staff Report CAO023-20 be received for information.

## BACKGROUND

This report has been quickly prepared to present to Council information on COVID-19 impacts from a budget perspective. This is just a starting point as more impacts and expenses will come. The circumstances created by COVID-19 are not played out and complete, and not yet fully understood.

## COMMENTS AND CONSIDERATIONS

According to the Township's Manager of Parks & Recreation, the Municipality has issued the following Parks & Recreation refunds due to COVID-19:

Total refunds from building rentals:	-\$1,530.93
Total refunds from ice rentals:	-\$38,847.56
Total refunds from programs:	-\$925.10
Total refunds	<b>-\$41,303.59</b>

To-date, Essa has spent approximately \$5,000 on cleaning supplies, computers and licensing and signage alone.

It is notable that the Provincial government has announced the deferral of the required Municipal quarterly remittance of education tax collections by 90 days after Q1.

## FINANCIAL IMPACT

The Township is aware that aside from building, ice and program cancellations, there will be property taxes and water and sewer bills which will not be able to be paid.

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## SUMMARY/OPTIONS

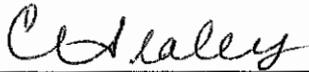
Council may:

1. Take no further action.
2. Receive this report for information to stimulate discussion on budgetary matters.
3. Direct staff in any course of action that Council may so wish.

## CONCLUSION

Option #2 is recommended.

Respectfully submitted:



Colleen Healey-Dowdall  
CAO

Attachments:

Summary of all Budgetary Expenses in 2020 to-date



Township of Essa  
 Summary of Expenses by Department  
 For the Period Ending March 31, 2020

	Actuals to Date	Budget to Date	2020 Budget	Variance Actuals to Annual Budget
<b>Council:</b>				
Employee Related Expenses - Council	39,612.39	39,403.98	157,615.92	25.13%
Operating Expenses - Council	14,087.22	14,012.49	56,049.96	25.13%
Revenue - Council	0.00	0.00	0.00	0.00%
<b>Total Council</b>	<b>53,699.61</b>	<b>53,416.47</b>	<b>213,665.88</b>	<b>25.13%</b>
<b>CAO:</b>				
Employee Related Expenses - CAO	62,356.45	59,236.53	236,946.12	26.32%
Operating Expenses - CAO	21,166.62	11,162.52	44,650.08	47.41%
Revenue - CAO	0.00	0.00	0.00	0.00%
<b>Total CAO</b>	<b>83,523.07</b>	<b>70,399.05</b>	<b>281,596.20</b>	<b>29.66%</b>

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**Township of Essa**  
**Summary of Expenses by Department**  
**For the Period Ending March 31, 2020**

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**Clerks Department**

	<u>Actuals to Date</u>	<u>Budget to Date</u>	<u>2020 Budget</u>	<u>Variance Actuals to Annual Budget</u>
<b>Clerks:</b>				
Employee Related Expenses - Clerks	66,587.19	53,716.47	214,865.88	30.99%
Operating Expenses - Clerks	6,968.82	46,027.53	184,110.12	3.79%
Revenue - Clerks	-6,805.50	-7,499.97	-29,999.88	22.69%
<b>Total Clerks</b>	<b>66,750.51</b>	<b>92,244.03</b>	<b>368,976.12</b>	<b>18.09%</b>
<b>By-Law:</b>				
Employee Related Expenses - By-Law	14,500.12	25,069.26	100,277.04	14.46%
Operating Expenses - By-Law	404.09	2,112.54	8,450.16	4.78%
Revenue - By-Law	-2,635.00	-4,950.00	-19,800.00	13.31%
<b>Total By-Law</b>	<b>12,269.21</b>	<b>22,231.80</b>	<b>88,927.20</b>	<b>13.80%</b>
<b>Animal Control:</b>				
Employee Related Expenses - Animal Control	1,611.06	5,475.75	21,903.00	7.36%
Operating Expenses - Animal Control	2,631.41	7,117.47	28,469.88	9.24%
Revenue - Animal Control	-4,750.00	-4,499.97	-17,999.88	26.39%
<b>Total Animal Control</b>	<b>-507.53</b>	<b>8,093.25</b>	<b>32,373.00</b>	<b>(1.57%)</b>
<b>Operating Assistance:</b>				
Employee Related Expenses - Operating Assistance	0.00	15,149.97	60,599.88	0.00%
Operating Expenses - Operating Assistance	11,694.99	15,175.02	60,700.08	19.27%
Revenue - Operating Assistance	-6,858.36	-31,750.02	-127,000.08	5.40%
<b>Total Operating Assistance</b>	<b>4,836.63</b>	<b>-1,425.03</b>	<b>-5,700.12</b>	<b>(84.85%)</b>

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Township of Essa  
 Summary of Expenses by Department  
 For the Period Ending March 31, 2020

Treasury

	Actuals to Date	Budget to Date	2020 Budget	Variance Actuals to Annual Budget
<b>Finance Department:</b>				
Employee Related Expenses - Finance Department	151,554.25	124,389.51	497,558.04	30.46%
Operating Expenses - Finance Department	80,281.20	222,680.67	890,722.68	9.01%
Revenue - Finance Department	-79,746.73	-180,375.00	-721,500.00	11.05%
<b>Total Finance Department</b>	152,088.72	166,695.18	666,780.72	22.81%
<b>Taxation &amp; General Revenues:</b>				
Employee Related Expenses - Taxation & General Revenue	0.00	0.00	0.00	0.00%
Operating Expenses - Taxation & General Revenues	4,249,461.00	0.00	0.00	0.00%
Revenue - Taxation & General Revenues	-8,703,696.02	-6,750.00	-27,000.00	32235.91%
<b>Total Taxation &amp; General Revenues</b>	-4,454,235.02	-6,750.00	-27,000.00	16497.17%

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**Township of Essa**  
**Summary of Expenses by Department**  
**For the Period Ending March 31, 2020**

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**Fire / Emergency Services**

	<u>Actuals to Date</u>	<u>Budget to Date</u>	<u>2020 Budget</u>	<u>Variance</u> <u>Actuals to Annual Budget</u>
<b>Fire Department:</b>				
Employee Related Expenses - Fire Department	164,519.60	205,752.99	823,011.96	19.99%
Operating Expenses - Fire Department	35,347.29	153,573.87	614,295.48	5.75%
Revenue - Fire Department	-17,270.00	-29,250.00	-117,000.00	14.76%
<b>Total Fire Department</b>	<b>182,596.89</b>	<b>330,076.86</b>	<b>1,320,307.44</b>	<b>13.83%</b>
<b>Emergency Measures:</b>				
Employee Related Expenses - Emergency Measures	3,642.10	3,503.76	14,015.04	25.99%
Operating Expenses - Emergency Measures	0.00	1,599.99	6,399.96	0.00%
Revenue - Emergency Measures	0.00	0.00	0.00	0.00%
<b>Total Emergency Measures</b>	<b>3,642.10</b>	<b>5,103.75</b>	<b>20,415.00</b>	<b>17.84%</b>
<b>Policing:</b>				
Employee Related Expenses - Policing	0.00	0.00	0.00	0.00%
Operating Expenses - Policing	508,012.70	743,324.22	2,973,296.88	17.09%
Revenue - Policing	0.00	-23,250.00	-93,000.00	0.00%
<b>Total Policing</b>	<b>508,012.70</b>	<b>720,074.22</b>	<b>2,880,296.88</b>	<b>17.64%</b>

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**Township of Essa**  
**Summary of Expenses by Department**  
**For the Period Ending March 31, 2020**

**Planning and Development**

**Planning:**

	<u>Actuals to Date</u>	<u>Budget to Date</u>	<u>2020 Budget</u>	<u>Variance Actuals to Annual Budget</u>
Employee Related Expenses - Planning	49,788.32	51,100.53	204,402.12	24.36%
Operating Expenses - Planning	2,034.81	94,271.01	377,084.04	0.54%
Revenue - Planning	-52,000.00	-92,812.47	-371,249.88	14.01%

<b>Total Planning</b>	-176.87	52,559.07	210,236.28	(0.08%)
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**Committee of Adjustment:**

Employee Related Expenses - Committee of Adjustment	12,693.05	14,392.71	57,570.84	22.05%
Operating Expenses - Committee of Adjustment	37.89	2,062.50	8,250.00	0.46%
Revenue - Committee of Adjustment	-10,200.00	-3,750.00	-15,000.00	68.00%

<b>Total Committee of Adjustment</b>	2,530.94	12,705.21	50,820.84	4.98%
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**Economic Development:**

Employee Related Expenses - Economic Development	3,220.27	3,459.99	13,839.96	23.27%
Operating Expenses - Economic Development	22.35	3,225.00	12,900.00	0.17%
Revenue - Economic Development	-300.00	-2,250.00	-9,000.00	3.33%

<b>Total Economic Development</b>	2,942.62	4,434.99	17,739.96	16.59%
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**Building Department:**

Employee Related Expenses - Building Department	53,275.89	75,215.25	300,861.00	17.71%
Operating Expenses - Building Department	3,190.67	13,912.53	55,650.12	5.73%
Revenue - Building Department	-83,728.72	-89,127.78	-356,511.12	23.49%

<b>Total Building Department</b>	-27,262.16	0.00	0.00	0.00%
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**Township of Essa**  
**Summary of Expenses by Department**  
**For the Period Ending March 31, 2020**

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**Public Works**

**Public Works:**

	Actuals to Date	Budget to Date	2020 Budget	Variance Actuals to Annual Budget
Employee Related Expenses - Public Works	24,734.87	23,821.98	95,287.92	25.96%
Operating Expenses - Public Works	41,159.45	122,552.79	490,211.16	8.40%
Revenue - Public Works	-620.00	-699.99	-2,799.96	22.14%

<b>Total Public Works</b>	<b>65,274.32</b>	<b>145,674.78</b>	<b>582,699.12</b>	<b>11.20%</b>
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**Roads:**

Employee Related Expenses - Roads	345,555.24	303,398.52	1,213,594.08	28.47%
Operating Expenses - Roads	285,978.53	638,675.04	2,180,200.15	13.12%
Revenue - Roads	14,732.64	-23,750.01	-95,000.04	(15.51%)

<b>Total Roads</b>	<b>646,266.41</b>	<b>918,323.55</b>	<b>3,298,794.19</b>	<b>19.59%</b>
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**Water Works:**

Employee Related Expenses - Water Works	19,272.95	26,519.01	106,076.04	18.17%
Operating Expenses - Water Works	137,332.41	343,648.02	1,374,592.08	9.99%
Revenue - Water Works	-42,067.91	-396,550.02	-1,586,200.08	2.65%

<b>Total Water Works</b>	<b>114,537.45</b>	<b>-26,382.99</b>	<b>-105,531.96</b>	<b>(108.53%)</b>
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**Waste Water:**

Employee Related Expenses - Waste Water	13,176.62	14,911.23	59,644.92	22.09%
Operating Expenses - Waste Water	108,466.20	342,871.23	1,371,484.92	7.91%
Revenue - Waste Water	-28,730.24	-291,500.01	-1,166,000.04	2.46%

<b>Total Waste Water</b>	<b>92,912.58</b>	<b>66,282.45</b>	<b>265,129.80</b>	<b>35.04%</b>
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**Township of Essa**  
**Summary of Expenses by Department**  
**For the Period Ending March 31, 2020**

**Parks and Recreation**

	<u>Actuals to Date</u>	<u>Budget to Date</u>	<u>2020 Budget</u>	<u>Variance Actuals to Annual Budget</u>
<b>Angus Arena:</b>				
Employee Related Expenses - Angus Arena	58,461.99	53,368.20	213,472.80	27.39%
Operating Expenses - Angus Arena	27,487.26	68,350.05	273,400.20	10.05%
Revenue - Angus Arena	-96,618.62	-64,224.99	-256,899.96	37.61%
<b>Total Angus Arena</b>	<b>-10,669.37</b>	<b>57,493.26</b>	<b>229,973.04</b>	<b>(4.64%)</b>
<b>Thornton Arena:</b>				
Employee Related Expenses - Thornton Arena	58,872.25	47,729.04	190,916.16	30.84%
Operating Expenses - Thornton Arena	16,273.20	71,775.00	287,100.00	5.67%
Revenue - Thornton Arena	-119,670.74	-63,625.02	-254,500.08	47.02%
<b>Total Thornton Arena</b>	<b>-44,525.29</b>	<b>55,879.02</b>	<b>223,516.08</b>	<b>(19.92%)</b>
<b>Recreation Programming:</b>				
Employee Related Expenses - Recreation Programming	0.00	15,149.97	60,599.88	0.00%
Operating Expenses - Recreation Programming	11,694.99	15,175.02	60,700.08	19.27%
Revenue - Recreation Programming	-6,858.36	-31,750.02	-127,000.08	5.40%
<b>Total Recreation Programming</b>	<b>4,836.63</b>	<b>-1,425.03</b>	<b>-5,700.12</b>	<b>(84.85%)</b>
<b>Parks:</b>				
Employee Related Expenses - Parks	57,925.30	75,484.53	301,938.12	19.18%
Operating Expenses - Parks	12,078.77	85,016.31	340,065.24	3.55%
Revenue - Parks	-300.00	-875.01	-3,500.04	8.57%
<b>Total Parks</b>	<b>69,704.07</b>	<b>159,625.83</b>	<b>638,503.32</b>	<b>10.92%</b>

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Township of Essa  
 Summary of Expenses by Department  
 For the Period Ending March 31, 2020

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	Actuals to Date	Budget to Date	2020 Budget	Variance Actuals to Annual Budget
<b>BIA:</b>				
Employee Related Expenses - BIA	0.00	0.00	0.00	0.00%
Operating Expenses - BIA	0.00	6,875.01	27,500.04	0.00%
Revenue - BIA	0.00	0.00	0.00	0.00%
<b>Total BIA</b>	<b>0.00</b>	<b>6,875.01</b>	<b>27,500.04</b>	<b>0.00%</b>
<b>NVCA:</b>				
Employee Related Expenses - NVCA	0.00	0.00	0.00	0.00%
Operating Expenses - NVCA	46,580.69	46,580.76	186,323.04	25.00%
Revenue - NVCA	0.00	0.00	0.00	0.00%
<b>Total NVCA</b>	<b>46,580.69</b>	<b>46,580.76</b>	<b>186,323.04</b>	<b>25.00%</b>

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