



## COUNCIL MEETING AGENDA

Tuesday, December 14<sup>th</sup>, 2021  
5:30 p.m.  
Via GoToMeeting

GoToMeeting: <https://global.gotomeeting.com/join/267263109>

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### Members of the Public:

Meetings are now being held using GoToMeeting - Video Conferencing. By clicking the link above (allow extra time for downloading the program if it is the first time you have used GoToMeeting on your device), you will be able to see the agenda, see Members of Council and hear the proceedings of the meeting. Please ensure the volume on your device is **on** and **turned up** to hear the meeting. The Public is asked to ensure that their mic and camera buttons are off for the entire meeting.

### Video Conference Participation Etiquette

- a meeting via video conference shall never be treated differently than a meeting in person, whereby all attendees shall abide by proper meeting procedure and etiquette;
  - we ask that all public attendees mute their cameras and mics; doing so will eliminate any background noise and create a much more seamless process (for Members only - if/when you wish to speak during the meeting, you will simply unmute your mic and upon completion of your thought, please re-mute)
  - the Chair will call the meeting to order at the time indicated on the agenda;
  - roll call will be completed visually by the Chair;
  - the Chair will then remind all attendees to place their devices on mute
  - as the Chair moves through the agenda, he will call on the appropriate staff person to speak to their reports;
  - we request that you retain your questions until the end of the report, at which time the Chair will ask if anyone has questions;
  - just as during an in-person meeting, members will be required to raise their hand and the Chair will call on you to speak;
  - when the Chair calls a vote, you will raise your hand for the vote in favour and then in opposition, if necessary.
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5:30 p.m. Council Meeting

**Chair, Reeve Brian Campbell**

**1. CALL TO ORDER**

- i) Roll Call

**2. AMENDMENTS/APPROVAL OF AGENDA**

**3. DISCLOSURE OF PECUNIARY INTEREST AND/OR CONFLICT OF INTEREST AND GENERAL NATURE THEREOF**

**4. APPROVAL OF MINUTES**

- i) **Council Meeting – November 16<sup>th</sup>, 2021 – attached, page 10.**

*Suggested Motion by Deputy Reeve Barrie Crampton/Councillor Gene Richardson:*

*“THAT, the minutes of the Council Meeting held on November 16<sup>th</sup>, 2021, be approved as circulated.”*

- ii) **Committee of the Whole Meeting – December 7<sup>th</sup>, 2021 – attached, page 19.**

*Suggested Motion by Councillor Gene Richardson/Councillor Beverley Phillips:*  
*“THAT, the minutes of the Committee of the Whole Meeting held on December 7<sup>th</sup>, 2021, be approved as circulated.”*

**5. DELEGATIONS & PRESENTATIONS**

- i) **Presentation - Heritage Property Recognition Program.**  
Karen Prytula, Heritage Property Selection Committee.

- Allan Farm – attached, page 34.

**6. CORRESPONDENCE**

None.

## 7. MOTIONS

i) **Report #PD-2021-42 – Maberly Pines Hydrogeological Review – BluMetric Findings.**

*Suggested Motion by Councillor Beverley Phillips/Councillor Rob Rainer:  
“**WHEREAS**, a review of the hydrogeological features of the area contained within the Maberly Pines Subdivision was conducted, including obtaining ground water samples from the existing wells for laboratory analysis and research of well records in the area for flow data in order to determine a private servicing layout which would identify the location of the dwelling, well and septic for each vacant lot in the Maberly Pines Subdivision, based on Water and Earth Sciences Associates (WESA’s) recommendations in comparison with a private servicing layout based on constrained development (ex. incinerating toilets, importing potable water);*

***AND WHEREAS**, BluMetric Environmental Inc. was retained to undertake the review;*

***NOW THEREFORE BE IT RESOLVED THAT**, the recommendations from the results of the Maberly Pines Hydrogeological Review by BluMetric Environmental Inc. be included as part of the issuance of future building permits in the Maberly Pines subdivision.”*

*Suggested Motion by Councillor Rob Rainer/Councillor RoxAnne Darling:  
“**WHEREAS**, a hydrogeological review of the Maberly Pines Subdivision has been conducted;*

***AND WHEREAS**, the recommendations from the results of the Maberly Pines Hydrogeological Review by BluMetric Environmental Inc. will be included as part of the issuance of future building permits in the Maberly Pines subdivision;*

***AND WHEREAS**, a summary of the property ownership (ex. multiple lots owned by the same owner) of the existing lots in the Maberly Pines subdivision has been prepared;*

***AND WHEREAS**, the number of viable lots identified in the private servicing layout has been detailed;*

***AND WHEREAS**, the Ontario Hydro criteria for providing electrical services to the undeveloped lots in a subdivision such as Maberly Pines has been determined;*

***AND WHEREAS**, a return-on-investment assessment of the subdivision still needs to be conducted;*

**NOW THEREFORE BE IT RESOLVED THAT**, as the next step in moving towards lifting the holding zone that a report be presented to Council detailing the following:

- a summary of the property ownership;
- the number of viable lots;
- the Ontario Hydro criteria for providing electrical services to the undeveloped lots; and
- a return-on-investment assessment of the subdivision.”

ii) **Report #PD-2021-43 – Site Plan Control Agreement – Arch Corporation Long Term Facility.**

*Suggested Motion by Councillor RoxAnne Darling/Councillor Mick Wicklum: “THAT, the proposed Site Plan Control Agreement (SP21-36) for the Arch Corporation Long Term Care Facility at 99 Christie Lake Road be approved once final comments from the Town of Perth regarding servicing are received and the Township is satisfied with servicing options details.”*

iii) **Report #PD-2021-44 – Nordlaw Plan of Condominium – Draft Plan Extension.**

*Suggested Motion by Councillor Mick Wicklum/Councillor Fred Dobbie: “THAT, a one-year extension of the draft approval for the Nordlaw Cottages Inc. Plan of Condominium 09-CD 16002 be approved.”*

iv) **Report #PD-2021-45 – Co-Housing and Seniors Communication Project Update (Inclusive Communities Grant 2021).**

*Suggested Motion by Councillor Fred Dobbie/Deputy Reeve Barrie Crampton: “THAT, the proposed public consultation for the Co-Housing and Seniors Communication Project be held in January 2022;*

***AND THAT**, the recommended outreach strategy, including a survey and focus groups, be undertaken.”*

v) **Report #PD-2021-46 – Ontario Energy Board Case Number EP 2021-0002.**

*Suggested Motion by Deputy Reeve Barrie Crampton/Councillor Gene Richardson:*

*“THAT, Council send a letter to the Ontario Energy Board in support of the City of Ottawa’s call for energy conservation program funding to be increased by 20% above the rate of inflation from 2023-2027 or no less than a doubling of funding over five years.”*

- vi) **Report #PD-2021-47 – Opportunities for Tay Valley Township from Federation of Canadian Municipalities Sustainable Communities Conference.**

*Suggested Motion by Councillor Gene Richardson/Councillor Beverley Phillips:  
“THAT, the potential funding sources identified in Report #PD-2021-47 – Opportunities for Tay Valley Township from the Federation of Canadian Municipalities, Sustainable Communities Conference, be pursued as appropriate projects are identified;*

***AND THAT**, Report #PD-2021-47 – Opportunities for Tay Valley Township from the Federation of Canadian Municipalities, Sustainable Communities Conference, be shared with the County Climate Steering Committee.”*

- vii) **Report #C-2021-41 – Request to Close a Portion of an Unopened Road Allowance – White.**

*Suggested Motion by Councillor Beverley Phillips/Councillor Rob Rainer:  
“THAT, Council declares the portion of the unopened road allowance (approximately 138 feet) between Lots 18 & 19, Concession 6, North Burgess, north of Lakeview Drive, surplus to the Township’s needs;*

***THAT**, Council agrees to proceed with the application to stop up, close and sell the said unopened road allowance as per the Road Closing and Sale Policy and call a Public Meeting;*

***THAT**, the purchase price of \$0.08 per square foot be accepted should the sale be finalized.”*

- viii) **Report #CBO-2021-09 – Building Department Report – January to November 2021.**

*Suggested Motion by Councillor Rob Rainer/Councillor RoxAnne Darling:  
“THAT, Report #CBO-2021-09 – Building Department Report – January to November 2021 be received as information.”*

- ix) **21-11-17 and 21-12-01 – Council Communication Packages.**

*Suggested Motion by Councillor RoxAnne Darling/Councillor Mick Wicklum:  
“THAT, the 21-11-17 and 21-12-01 Council Communication Packages be received for information.”*

x) **CUPE – OMERS Performance Review.**

*Suggested Motion by Councillor Mick Wicklum/Councillor Fred Dobbie:  
“**THAT**, the Council of Tay Valley Township is calling for an immediate, comprehensive and independent third-party expert review of OMERS’ investment performance and practices over the past ten years, conducted by OMERS Pension Plan’s sponsors and stakeholders;*

**AND THAT**, such a review would, at a minimum:

- a) *Compare OMERS plan-level, and asset class-level performance to other comparable defined benefit pension plans and funds, OMERS internal benchmarks, and market-based benchmarks.*
- b) *Examine OMERS decision-making processes around the timing of various investment decisions*
- c) *Assess the risk management policies and protocols that were in place and determine if they were followed and/or if they were sufficient to protect the plan from undue risk.*
- d) *Assess whether the disclosures provided to the OMERS Administrative and Sponsorship Boards were sufficient evidence to allow the Boards to respond appropriately and in a timely manner.*
- e) *Examine executive compensation, investment fees and investment costs at OMERS in comparison to other major defined benefit pension plans and funds.*
- f) *Examine other relevant issues identified by the third-party expert review.*
- g) *Make recommendations for changes at OMERS to ensure stronger returns moving forward.*
- h) *Issue their final report and recommendations in a timely manner.*
- i) *Publicly release its full report and recommendations to ensure that it is available to OMERS sponsors, stakeholders, and plan members.*

**AND THAT**, the Council of Tay Valley Township further calls on the OMERS Administrative Corporation to:

- a) *Provide all requested data, documentation and information required of the review panel to fulfill its mandate.*
- b) *Establish a step-by-step plan, with OMERS sponsors and stakeholders, to implement any recommendations set out in the review report.”*

xi) **Province-Wide Assessment Update.**

*Suggested Motion by Councillor Fred Dobbie/Deputy Reeve Barrie Crampton:  
“**WHEREAS**, the government of Ontario recently announced the continued postponement of the province-wide assessment update for the 2022 and 2023 taxation years;*

**AND WHEREAS**, this means that property values will continue to be based on the January 1, 2016 valuation date until at least 2024;

**AND WHEREAS**, the Municipality of Tay Valley Township is aware of the important increase in property values throughout the province and within its own jurisdiction;

**AND WHEREAS**, the continued postponement of property valuation translates into a significant loss of taxation revenue for Municipalities;

**NOW THEREFORE BE IT RESOLVED THAT**, the Council of Tay Valley Township urges the government of Ontario to reconsider its decision and to direct MPAC to proceed with a province-wide assessment update in order for Ontario Municipalities to be able to collect property taxes based upon actual property values;

**AND BE IT FURTHER RESOLVED THAT**, a copy of this resolution be forwarded to the Premier of Ontario, Scott Reid, MP, Randy Hillier, MPP, MPAC, AMO and to all Ontario municipalities.”

## 8. BY-LAWS

- i) **By-Law No. 2021-061: Ontario Public Service Employees Union - Collective Agreement** – *attached, page 42.*

*Suggested Motion by Deputy Reeve Barrie Crampton/Councillor Gene Richardson:*

**“THAT**, By-Law No. 2021-061, being a by-law to Authorize the Execution of a Collective Agreement with the Ontario Public Service Employees Union, be read a first, second and third time short and passed and signed by the Reeve and Clerk.”

- ii) **By-Law No. 2021-062: 2022 Budget** – *attached, page 83.*

*Suggested Motion by Councillor Gene Richardson/Councillor Beverley Phillips:*  
**“THAT**, By-Law No. 2021-062, being a by-law to Adopt the Estimates for the Sums Required for Municipal Purposes for the Year 2022, be read a first, second and third time short and passed and signed by the Reeve and Clerk.”

- iii) **By-Law No. 2021-064: Tariff of Fees By-Law** – *attached, page 110.*

*Suggested Motion by Councillor Beverley Phillips/Councillor Rob Rainer:*  
**“THAT**, By-Law No. 2021-064, being a by-law to Adopt a Tariff of Fees By-Law, be read a first, second and third time short and passed and signed by the Reeve and Clerk.”

- iv) **By-Law No. 2021-063: COVID-19 Vaccination Policy – attached, page 123.**

*Suggested Motion by Councillor Rob Rainer/Councillor RoxAnne Darling:  
 “THAT, By-Law No. 2021-063, being a by-law to Adopt a COVID-19  
 Vaccination Policy, be read a first, second and third time short and passed and  
 signed by the Reeve and Clerk.”*

**9. NEW/OTHER BUSINESS**

- i) **No Parking at Long Lake Boat Launch (Long Lake Road) – Update.**  
 Sean Ervin, Public Works Manager.

**10. CALENDARING**

<b>Meeting</b>	<b>Date</b>	<b>Time</b>	<b>Location</b>
Library Board Meeting	December 13 <sup>th</sup>	5:30 p.m.	Virtual
“Special” Council Meeting	December 13 <sup>th</sup>	5:30 p.m.	Council Chambers
Police Services Board Meeting	December 14 <sup>th</sup>	2:30 p.m.	Council Chambers
Council Meeting	December 14 <sup>th</sup>	5:30 p.m.	Virtual
Bolingbroke Cemetery Board Meeting	December 15 <sup>th</sup>	3:00 p.m.	Council Chambers
Committee of the Whole Meeting	January 11 <sup>th</sup>	5:30 p.m.	Virtual
Council Meeting	January 18 <sup>th</sup>	5:30 p.m.	Virtual

**11. CLOSED SESSIONS**

None.

**12. CONFIRMATION BY-LAW**

- i) **By-Law No. 2021-065 - Confirmation By-Law – December 13<sup>th</sup> and 14<sup>th</sup>, 2021 – attached, page 130.**

*Suggested Motion by Councillor RoxAnne Darling/Councillor Mick Wicklum:  
 “THAT, By-Law No. 2021-065, being a by-law to confirm the proceedings of the  
 Council meetings held on December 13<sup>th</sup> and 14<sup>th</sup>, 2021, be read a first, second  
 and third time short and passed and signed by the Reeve and Clerk.”*

**13. ADJOURNMENT**



# MINUTES

## COUNCIL MEETING MINUTES

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Tuesday, November 16<sup>th</sup>, 2021  
5:30 p.m.  
GotoMeeting

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### ATTENDANCE:

**Members Present:** Chair, Reeve Brian Campbell  
Deputy Reeve Barrie Crampton  
Councillor Fred Dobbie  
Councillor Rob Rainer  
Councillor Beverley Phillips  
Councillor Mick Wicklum  
Councillor RoxAnne Darling  
Councillor Gene Richardson

**Staff Present:** Amanda Mabo, Acting CAO/Clerk  
Janie Laidlaw, Deputy Clerk  
Richard Bennett, Acting Treasurer  
Noelle Reeve, Planner

**Regrets:** None.

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### 1. CALL TO ORDER

The meeting was called to order at 5:30 p.m.  
The Reeve conducted Roll Call.  
A quorum was present.

The Reeve overviewed the Video Conference Participation Etiquette that was outlined in the Agenda.

### 2. AMENDMENTS/APPROVAL OF AGENDA

- i) Deletion under Presentations & Delegations: Public Meeting - Request to Close Forced Road – Doxey.

The Agenda was adopted as amended.

**3. DISCLOSURE OF PECUNIARY INTEREST AND/OR CONFLICT OF INTEREST AND GENERAL NATURE THEREOF**

None at this time.

**4. APPROVAL OF MINUTES**

i) **Council Meeting – October 12<sup>th</sup>, 2021.**

**RESOLUTION #C-2021-11-08**

**MOVED BY:** Mick Wicklum  
**SECONDED BY:** Fred Dobbie

“**THAT**, the minutes of the Council Meeting held on October 12<sup>th</sup>, 2021, be approved as circulated.”

**ADOPTED**

ii) **“Special” Committee of the Whole Meeting – October 26<sup>th</sup>, 2021.**

**RESOLUTION #C-2021-11-09**

**MOVED BY:** Fred Dobbie  
**SECONDED BY:** Barrie Crampton

“**THAT**, the minutes of the “Special” Committee of the Whole Meeting held on October 26<sup>th</sup>, 2021, be approved as circulated.”

**ADOPTED**

iii) **“Special” Council Meeting – November 8<sup>th</sup>, 2021.**

**RESOLUTION #C-2021-11-10**

**MOVED BY:** Barrie Crampton  
**SECONDED BY:** Gene Richardson

“**THAT**, the minutes of the “Special” Council Meeting held on November 8<sup>th</sup>, 2021, be approved as circulated.”

**ADOPTED**

iv) **Committee of the Whole Meeting – November 9<sup>th</sup>, 2021.**

**RESOLUTION #C-2021-11-11**

**MOVED BY:** Gene Richardson  
**SECONDED BY:** Beverley Phillips

“**THAT**, the minutes of the Committee of the Whole Meeting held on November 9<sup>th</sup>, 2021, be approved as circulated.”

**ADOPTED**

- v) **“Special” Committee of the Whole Meeting – November 9<sup>th</sup>, 2021.**

**RESOLUTION #C-2021-11-12**

**MOVED BY:** Beverley Phillips

**SECONDED BY:** Rob Rainer

**“THAT**, the minutes of the “Special” Committee of the Whole Meeting held on November 9<sup>th</sup>, 2021, be approved as circulated.”

**ADOPTED**

**5. DELEGATIONS & PRESENTATIONS**

- i) **Public Meeting - Request to Close Forced Road – Doxey.**

Mr. Doxey has sold the property, the request to close the forced road has been withdrawn.

**6. CORRESPONDENCE**

None.

**7. MOTIONS**

- i) **Report #PD-2021-40 - Severance Application – Schacht (B21-158).**

**RESOLUTION #C-2021-11-13**

**MOVED BY:** Rob Rainer

**SECONDED BY:** RoxAnne Darling

**“THAT**, the Council of Tay Valley Township recommend to the Land Division Committee of Lanark County that the Severance Application B21/158 (Concession 6, Part Lot 16,17,18 geographic Township of North Burgess) known as 245 Island View Road (Roll Number 91102043900) to create a new lot fronting on Narrows Lock Road, north of 3109 Narrows Lock Road, be approved subject to the following conditions:

That, the balance of any outstanding taxes, including penalties and interest, (and any local improvement charges, if applicable) shall be paid to the Township.

That, the applicant pays any outstanding fees to the Township prior to final approval of the severances.

That, two (2) copies of an acceptable reference plan (or legal description) and transfer document be submitted to the Township for the severance, both hard copy and electronically.

That, payment for the new parcel shall be made to Tay Valley Township representing Cash-in-Lieu of Parklands.

That, the applicant shall obtain a Civic Address Number for the severed lot.

That, a Development Agreement be placed on the severed and retained lots based on the Environmental Impact Statement by Hans von Rosen, to protect the Provincially Significant Wetland and potential Species At Risk.”

**ADOPTED**

vi) **Report #PD-2021-41 - Severance Application – Schacht.**

**RESOLUTION #C-2021-11-14**

**MOVED BY:** Mick Wicklum

**SECONDED BY:** RoxAnne Darling

“**THAT**, the Council of Tay Valley Township recommend to the Land Division Committee of Lanark County that the Severance Applications for Concession 6 Part Lots 16,17, 18 geographical Township of North Burgess known as 245 Island View Road (Roll Number 91102043900):

B21/111 - To create a 1.2-ha parcel of land as a lot addition to lands owned by Robert and Colleen Lillico at 220 Black Lake Route 11 (Roll Number 91102041800);

B21/114 - To create a 480 sq.m. parcel of land as a lot addition to lands owned by Todd William Horricks at 518 Black Lake Route 11 (Roll Number 91102043100);

B21/117 - To create a 510 sq.m. parcel of land as a lot addition to lands owned by Cynthia and Alexander Stimpson 519 Black Lake Route 11 (Roll Number 91102043200);

B21/118 - To create a 486 sq.m parcel of land as a lot addition to lands owned by Susan Jenkins at 268 Black Lake Route 11 (Roll Number 91102043300);

B21/153 - To create a 1.19-ha parcel of land as a lot addition to lands owned by David Cope and Manuela Cope at 276 Black Lake Route 11 (Roll Number 91102043601);

B21/157 - To create a 0.05-ha parcel of land as a lot addition to lands owned by Margaret and Michael Slack, together with an easement/r-o-w at 210 Black Lake Route 11 (Roll Number 91102041500);  
be approved subject to the following conditions:

That, the balance of any outstanding taxes, including penalties and interest, (and any local improvement charges, if applicable) shall be paid to the Township.

That, the applicant pays any outstanding fees to the Township prior to final approval of the severances.

That, two (2) copies of an acceptable reference plan (or legal description) and transfer document be submitted to the Township for the severances, both hard copy and electronically.

That, undersized lot area be recognized through minor variances or zoning amendments for B21/114, 117, 118, 157.”

**ADOPTED**

- vii) **Report #PD-2021-039 – Rogers Proposed Cell Tower – 1013 Bathurst 9<sup>th</sup> Concession.**

**RESOLUTION #C-2021-11-15**

**MOVED BY:** Mick Wicklum

**SECONDED BY:** Fred Dobbie

“**THAT**, the Council of the Corporation of Tay Valley Township support the application for a communication tower by Rogers Canada at 1013 Bathurst 9<sup>th</sup> Concession in order to increase access to service;

**AND THAT**, Staff write a letter of concurrence.”

**ADOPTED**

- viii) **Report #C-2021-38 – History Scholarship Increase.**

**RESOLUTION #C-2021-11-16**

**MOVED BY:** Fred Dobbie

**SECONDED BY:** Barrie Crampton

“**THAT**, the amount of the Tay Valley History Scholarship be increased to \$1,200.”

**ADOPTED**

- ix) **Report #C-2021-35 – Request to Close a Portion of an Unopened Road Allowance – Cameron.**

**RESOLUTION #C-2021-11-17**

**MOVED BY:** Barrie Crampton

**SECONDED BY:** Gene Richardson

“**THAT**, Council declares the portion of the unopened road allowance (approximately 780 feet) between Concession 5 & 6, Lot 2, North Burgess, north of Brooks Corner on Adams Lake, surplus to the Township’s needs;

**THAT**, Council agrees to proceed with the application to stop up, close and sell the said unopened road allowance as per the Road Closing and Sale Policy and call a Public Meeting;

**AND THAT**, the purchase price of \$0.08 per square foot be accepted should the sale be finalized.” **ADOPTED**

- x) **Report #C-2021-36 – Request to Close a Portion of an Unopened Road Allowance – Hudson.**

**RESOLUTION #C-2021-11-18**

**MOVED BY:** Gene Richardson  
**SECONDED BY:** Beverley Phillips

“**THAT**, Council declares the portion of the unopened road allowance (approximately 492 feet) between Lots 18 & 19, Concession 5, North Burgess, north of Narrows Lock Road, surplus to the Township’s needs;

**THAT**, Council agrees to proceed with the application to stop up, close and sell the said unopened road allowance as per the Road Closing and Sale Policy and call a Public Meeting;

**THAT**, the purchase price of \$0.08 per square foot be accepted should the sale be finalized.”

**ADOPTED**

- xi) **Report #CBO-2021-08 – Building Department Report – January to October 2021.**

**RESOLUTION #C-2021-11-19**

**MOVED BY:** Beverley Phillips  
**SECONDED BY:** Rob Rainer

“**THAT**, Report #CBO-2021-08 – Building Department Report – January to October 2021 be received as information.”

**ADOPTED**

- xii) **21-10-20 and 21-11-03 – Council Communication Packages.**

**RESOLUTION #C-2021-11-20**

**MOVED BY:** Rob Rainer  
**SECONDED BY:** RoxAnne Darling

“**THAT**, the 21-10-20 and 21-11-03 Council Communication Packages be received for information.”

**ADOPTED**

xiii) **Appointment of Re-Use Center Volunteer.**

**RESOLUTION #C-2021-11-21**

**MOVED BY:** RoxAnne Darling  
**SECONDED BY:** Mick Wicklum

“**THAT**, the Council of the Corporation of Tay Valley Township appoint the following as a volunteer for the ReUse Centre, subject to the Criminal Records Check Policy:

- Alan Willstead.”

**ADOPTED**

**8. BY-LAWS**

i) **By-Law No. 2021-055: Zoning By-Law Amendment – Barker and Matthews.**

**RESOLUTION #C-2021-11-22**

**MOVED BY:** Mick Wicklum  
**SECONDED BY:** Fred Dobbie

“**THAT**, By-Law No. 2021-055, being a by-law to Amend Zoning By-Law No. 2002-121 (Farren Lake Lane 12A, Part Lot 10, Concession 2, geographic Township of South Sherbrooke), be read a first, second and third time short and passed and signed by the Reeve and Clerk.”

**ADOPTED**

ii) **By-Law No. 2021-056: Zoning By-Law Amendment – The Rideau Group Inc.**

**RESOLUTION #C-2021-11-23**

**MOVED BY:** Fred Dobbie  
**SECONDED BY:** Barrie Crampton

“**THAT**, By-Law No. 2021-056, being a by-law to Amend Zoning By-Law No. 2002-121 (Sproule Road, Part Lot 27, Concession 3, geographic Township of Bathurst), be read a first, second and third time short and passed and signed by the Reeve and Clerk.”

**ADOPTED**



- iii) **By-Law No. 2021-057 – Development Charges Amendment.**

**RESOLUTION #C-2021-11-24**

**MOVED BY:** Barrie Crampton  
**SECONDED BY:** Gene Richardson

“**THAT**, By-Law No. 2021-057 being a by-law to amend Development Charges By-Law No. 2019-045, be read a first, second and third time short and passed and signed by the Reeve and Clerk.”

**ADOPTED**

- iv) **By-Law No. 2021-058: Interim & Final Tax Levy.**

**RESOLUTION #C-2021-11-25**

**MOVED BY:** Gene Richardson  
**SECONDED BY:** Beverley Phillips

“**THAT**, By-Law No. 2021-058, being a by-law to Authorize an Interim and Final Tax Levy for the Year 2022, be read a first, second and third time short and passed and signed by the Reeve and Clerk.”

**ADOPTED**

- v) **By-Law No. 2021-059: Road Naming – Outback Lane.**

**RESOLUTION #C-2021-11-26**

**MOVED BY:** Beverley Phillips  
**SECONDED BY:** Rob Rainer

“**THAT**, By-Law No. 2021-059, being a by-law to amend By-Law No. 98-87 being a Road Naming By-Law (Outback Lane), be read a first, second and third time short and passed and signed by the Reeve and Clerk.”

**ADOPTED**

**9. NEW/OTHER BUSINESS**

- i) **Report #FIN-2021-19 – Development Charges Study.**

**RESOLUTION #C-2021-11-27**

**MOVED BY:** Rob Rainer  
**SECONDED BY:** RoxAnne Darling

“**THAT**, the Development Charges Update Study dated August 30, 2021 be adopted;

**AND THAT**, no further public meetings are required.”

**ADOPTED**

**10. CALENDARING**

<b>Meeting</b>	<b>Date</b>	<b>Time</b>	<b>Location</b>
<b>Public Meeting – Budget</b>	November 23 <sup>rd</sup>	5:30 p.m.	Virtual
<b>Ontario Association of Police Services Board – Zone 2 Meeting</b>	November 26 <sup>th</sup>	9:30 p.m.	Ottawa
<b>Committee of the Whole Meeting</b>	December 7 <sup>th</sup>	5:30 p.m.	Virtual
<b>Library Board Meeting</b>	December 13 <sup>th</sup>	5:30 p.m.	Virtual
<b>Police Services Board Meeting</b>	December 14 <sup>th</sup>	2:30 p.m.	Council Chambers
<b>Council Meeting</b>	December 14 <sup>th</sup>	5:30 p.m.	Virtual

**11. CLOSED SESSIONS**

None.

**12. CONFIRMATION BY-LAW**

- i) **By-Law No. 2021-060 - Confirmation By-Law – November 8<sup>th</sup> and 16<sup>th</sup>, 2021.**

**RESOLUTION #C-2021-11-28**

**MOVED BY:** RoxAnne Darling  
**SECONDED BY:** Mick Wicklum

“**THAT**, By-Law No. 2021-060, being a by-law to confirm the proceedings of the Council meetings held on November 8<sup>th</sup> and 16<sup>th</sup>, 2021, be read a first, second and third time short and passed and signed by the Reeve and Clerk.”

**ADOPTED**

**13. ADJOURNMENT**

Council adjourned at 6:06 p.m.

## COMMITTEE OF THE WHOLE MINUTES

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Tuesday, December 7<sup>th</sup>, 2021  
5:30 p.m.  
GoToMeeting

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### ATTENDANCE:

**Members Present:** Chair, Reeve Brian Campbell  
Deputy Reeve Barrie Crampton  
Councillor Rob Rainer  
Councillor Fred Dobbie  
Councillor Gene Richardson (left at 6:32 p.m. and returned at 6:51 p.m.)  
Councillor RoxAnne Darling  
Councillor Mick Wicklum  
Councillor Beverley Phillips

**Staff Present:** Amanda Mabo, Acting CAO/Clerk  
Janie Laidlaw, Deputy Clerk  
Noelle Reeve, Planner  
Sean Ervin, Public Works Manager (left at 6:39 p.m.)  
Richard Bennett, Acting Treasurer

**Regrets:** None

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### 1. CALL TO ORDER

The meeting was called to order at 5:30 p.m.  
The Reeve conducted Roll Call.  
A quorum was present.

### 2. AMENDMENTS/APPROVAL OF AGENDA

The agenda was adopted as presented.

**3. DISCLOSURE OF PECUNIARY INTEREST AND/OR CONFLICT OF INTEREST AND GENERAL NATURE THEREOF**

Councillor Darling declared a conflict of interest on item 6v) because she acted as an agent for the applicant in the original planning process.

**4. APPROVAL OF MINUTES OF PUBLIC MEETINGS**

i) **Public Meeting: Zoning By-Law Amendment – November 9<sup>th</sup>, 2021.**

Recommendation to Council:

“**THAT**, the minutes of the Public Meeting – Zoning By-Law Amendment held on November 9<sup>th</sup>, 2021, be approved.”

ii) **Public Meeting: 2022 Budget – November 23<sup>rd</sup>, 2021.**

Recommendation to Council:

“**THAT**, the minutes of the Public Meeting – 2022 Budget held on November 23<sup>rd</sup>, 2021, be approved.”

**5. DELEGATIONS & PRESENTATIONS**

i) **Presentation: Official Plan Review.**

a. **Issues and Options Report.**

Forbes Symon, Senior Planner, Jp2g Consultants Inc.

F. Symon gave an overview of the Official Plan Issues and Options Report that was attached to the agenda.

F. Symon explained that the purpose tonight is to review and to table the report, and in January, the report will come back to Council for a line-by-line review of each recommendation and Council will give direction to either proceed or not to proceed with each recommendation. Then the growth management paper will be prepared, and the Official Plan Amendment will be brought back to Council. Public and Government agency consultations will take place with an Open House and Public Meetings. Once finalized the Official Plan will be adopted by Council.

The Committee discussed the strategy for directing growth to hamlet areas. F. Symons explained that that will be the most challenging part of the project, as there is no easy solution to manage growth in a rural municipality with small hamlets.

b. **Indigenous Consultations**

Richard Lalande, Chief, Tay River Algonquians.

R. Lalande explained that it will not be an easy task, as this is the first Official Plan consultation they are doing in Ontario. There may be some differences in perspectives and there needs to be an understanding of the little things, for example, when the Elders meet, they do not follow rules of order but use a traditional manner and there needs to be respect for the difference in governance, it will not be easy but there is a will to work together.

ii) **Delegation: Perth & Smiths Falls District Hospital Update.**

Michael Cohen, President & CEO, Perth and Smiths Falls District Hospital.

M. Cohen gave the PowerPoint presentation that was attached to the agenda.

Dr. Stephanie Popiel spoke about the need for things that are not funded by the Province and gave insight on the importance of the new health information system as it relates to patient care.

Councillor Rainer expressed some frustration that some lower tier municipalities have not been contributing to the Core Capital Program and asked if those municipalities are aware of those municipalities that are contributing? The citizens of those municipalities are benefitting from those that are contributing.

M. Cohen explained that they are visiting those municipalities that have not contributed. Gardner Church reported that currently there is only one first-tier municipality not contributing and that is Montague Township, many of the second-tier municipalities have other hospitals that they use and it becomes more difficult for getting contributions from them.

The Deputy Reeve reported that County Council has been debating this and feels there needs to be a review of how funds are raised from municipalities, there needs to be an easier way to secure the funding.

**6. PRIORITY ISSUES**

i) **2022 Budget Discussion.**

Councillor Rainer spoke about his concern regarding the contribution to the Lanark Library. He has prepared a recommended motion which has the effect to terminate the contribution to Lanark Library.

*Suggested Recommendation:*

**WHEREAS**, for an undetermined number of years, but possibly 10 years or more, Tay Valley Township (TVT) has been giving the Township of Lanark Highlands (TLH) a sum of around \$3,100 annually in support of the operations of the Lanark library;

**WHEREAS**, in 2020 TVT's per capita funding of the Perth & District Union Public Library (PDUPL) was \$29.99, while the TLH's per capita funding of the Lanark library was \$17.07, thus meaning that, in effect, TVT taxpayers were subsidizing the Lanark library's operations;

**WHEREAS**, in 2018 (latest year of available figures) the Lanark library had only 12 cardholders from TVT, thus meaning that TVT provided, in effect, a \$258/TVT cardholder subsidy that year to the Lanark library;

**WHEREAS**, in 2020 the Lanark library had a budget surplus of \$6,862, thanks in part to the \$3,100 provided by TVT;

**WHEREAS**, it is the position of the current and previous board of directors of the PDUPL, following advice from the Southern Ontario Library Service, that TVT's annual contribution to the Lanark library may contravene the Public Libraries Act, RSO 1990, chapter P44, and which, if by doing so, could jeopardize the PDUPL's annual funding from the Province;

**WHEREAS**, in January 2019 and in writing, TVT's CAO stated that "no payment of any portion of that [Lanark library] funding has been, or will be, paid unless and until we have confirmed it is legal to do so and of course subject to Council approval of the budget itself";

**WHEREAS**, TVT has not yet obtained a legal opinion on whether the Lanark library funding is legal;

**WHEREAS**, in early 2019 the PDUPL and the Lanark library established a reciprocal borrowing agreement by which cardholders of each library can borrow materials from the other library without charge;

**AND WHEREAS**, in effect the reciprocal borrowing agreement constitutes material support from TVT to the Lanark library;

**THEREFORE BE IT RESOLVED THAT**, effective immediately, TVT cease providing money to the Lanark library, and notify the Lanark library in writing of its decision.

The Reeve explained that this has been in the budget in previous years and the Acting CAO/Clerk will be bringing a report forward in early 2022 for Council to decide what they want to do moving forward.

Committee decided to not bring this suggested recommendation forward to Council and to have staff bring a report back in the new year.

The Deputy Reeve provided additional comments as Chair of the Climate Change Working Group, referencing the Planners report from November 23<sup>rd</sup>, 2021. This year's budget includes a Council recommendation for an Electric Vehicle replacement for the Chief Building Official taking advantage of the County and Federal Government incentives. As stated by members of the Working Group, and the Township's Planner this initiative shows that the municipality is taking the climate emergency seriously and is willing to do its part, and with operational cost savings it will be creating a path to meeting the Township's Climate Action Plan targets.

Recommendation to Council:

**"THAT**, a By-Law to Adopt the 2022 Budget be brought forward at the December 14<sup>th</sup>, 2021 Council Meeting."

ii) **Report #PW-2021-24 – No Parking at Long Lake Boat Launch (Long Lake Road).**

The Committee discussed concerns about whether the islands were Crown Land and would no overnight parking prevent someone from camping overnight?

Staff explained that the Rideau Valley Conservation Authority owned the boat launch property, and they were putting up no overnight parking signs at the boat launch, any overflow of parking is on the Township Road and the Township was mirroring their parking rules in response to concerns from the property owner's association.

The Committee asked for the recommended motion to be deferred and for Staff to bring back more information regarding whether there are public lands and what the impact of no overnight parking would be.

iii) **Report #PD-2021-42 – Maberly Pines Hydrogeological Review – BluMetric Findings.**

Councillor Richardson left at 6:32 p.m.  
Public Works Manager left at 6:39 p.m.

The Deputy Reeve asked if the sites that have constraints will have Site Plan Control Agreements (SCPA)? and can a copy of the report be sent to the landowners? The Planner confirmed that they will have SPCAs, which will be registered on title so any restrictions are known to future owners, the report is in draft form until the Rideau Valley Conservation Authority provides comments, BluMetric did consult with them prior to drafting the report, once it is in final form, it will be sent to the landowners.

Councillor Rainer asked about the return on investment that still needs to be conducted, will it only include the increase in assessment, or will it include the road situation? Comments from Little Silver and Rainbow Lake Association were sent to Councillor Rainer with concerns for their lakes. Councillor Rainer would like to defer the motion in order to have more time to digest the report and the fact that it is still in draft form and may have some changes.

The Planner explained how the return on investment was determined, the Treasurer did calculations on if a house was built on each lot and what the tax yield would be for the Township, that will not change. The investment part is whether the Township assumes the roads and brings them up to standard or do the landowners pay a development charge to pay for the roads to be brought up to standard or is there a sharing of those costs? The second recommendation speaks to the return-on-investment assessment that needs to be conducted. The Rideau Valley Conservation Authority had commented that there would be no negative impacts on Little Silver and Rainbow Lakes.

Councillor Richardson returned at 6:51 p.m.

Recommendation to Council:

**“WHEREAS**, a review of the hydrogeological features of the area contained within the Maberly Pines Subdivision was conducted, including obtaining ground water samples from the existing wells for laboratory analysis and research of well records in the area for flow data in order to determine a private servicing layout which would identify the location of the dwelling, well and septic for each vacant lot in the Maberly Pines Subdivision, based on Water and Earth Sciences Associates (WESA’s) recommendations in comparison with a private servicing layout based on constrained development (ex. incinerating toilets, importing potable water);

**AND WHEREAS**, BluMetric Environmental Inc. was retained to undertake the review;

**NOW THEREFORE BE IT RESOLVED THAT**, the recommendations from the results of the Maberly Pines Hydrogeological Review by BluMetric Environmental Inc. be included as part of the issuance of future building permits in the Maberly Pines subdivision.”

Recommendation to Council:

**“WHEREAS**, a hydrogeological review of the Maberly Pines Subdivision has been conducted;

**AND WHEREAS**, the recommendations from the results of the Maberly Pines Hydrogeological Review by BluMetric Environmental Inc. will be included as part of the issuance of future building permits in the Maberly Pines subdivision;



**AND WHEREAS**, a summary of the property ownership (ex. multiple lots owned by the same owner) of the existing lots in the Maberly Pines subdivision has been prepared;

**AND WHEREAS**, the number of viable lots identified in the private servicing layout has been detailed;

**AND WHEREAS**, the Ontario Hydro criteria for providing electrical services to the undeveloped lots in a subdivision such as Maberly Pines has been determined;

**AND WHEREAS**, a return-on-investment assessment of the subdivision still needs to be conducted;

**NOW THEREFORE BE IT RESOLVED THAT**, as the next step in moving towards lifting the holding zone that a report be presented to Council detailing the following:

- a summary of the property ownership;
- the number of viable lots;
- the Ontario Hydro criteria for providing electrical services to the undeveloped lots; and
- a return-on-investment assessment of the subdivision.”

iv) **Report #PD-2021-43 – Site Plan Control Agreement – Arch Corporation Long Term Facility.**

Ben Villani, Vice President, Development of Arch Corporation and Shana Bond, President of Riverdale Living gave a PowerPoint Presentation – *attached, page 16.*

Councillor Darling asked if the number of full and part time positions will be increasing from the current number at Perth Community Care and how many new beds will there be. B. Villani explained that they are applying for an increase of 39 more beds, the employee numbers are included in the current employees but there will be an increase due to the additional beds.

The Reeve asked if there were any plans for the existing facility, once the new one is built. B. Villani explained that there are no plans yet as they are still going through the approval process with the Ministry, it will not be used for long term care, but possibly looking at redeveloping it to support the two long term care facilities, they are open to options. Council discussed the need for apartments and for working force affordable units.

The Planner gave a PowerPoint Presentation – *attached, page 20.*

Councillor Darling asked if there could be an accessible walking path that could connect to the current one that goes to the Tay River. The Geothermal heating is a concern as it can be detrimental to water sources in the area, not sure who looks at those details? The Planner explained that it depends on the system, ground source heat pumps are very common when trying to offset heating costs, its not an open loop system that draws water, which are the ones of concern.

Recommendation to Council:

**“THAT**, the proposed Site Plan Control Agreement (SP21-36) for the Arch Corporation Long Term Care Facility at 99 Christie Lake Road be approved once final comments from the Town of Perth regarding servicing are received and the Township is satisfied with servicing options details.”

Committee recessed at 7:24 p.m.

Committee returned to session at 7:27 p.m.

v) **Report #PD-2021-44 – Nordlaw Plan of Condominium – Draft Plan Extension.**

Councillor R. Darling declared a conflict of interest as she acted as an agent for the applicant in the original planning process.

Recommendation to Council:

**“THAT**, a one-year extension of the draft approval for the Nordlaw Cottages Inc. Plan of Condominium 09-CD 16002 be approved.”

vi) **Report #PD-2021-45 – Co-Housing and Seniors Communication Project Update (Inclusive Communities Grant 2021).**

Councillor Rainer asked that since Tay Valley supports Single Family Dwellings and have restricted rules for anything else and given that the cost of housing and the need for affordable housing, is growing, what is the Township looking at in the Official Plan and Zoning By-Law to allow for these types of housing? The Planner explained that the Official Plan already states that the Township supports all types of housing, it is the Zoning By-Law that does not have a zone for multi-family dwellings, the last Official Plan did not allow for communal servicing so we could not allow those types of housing. The Co-Housing and Seniors Communication report will speak to creating a zone or additions to existing residential zones to allow for increased density.

Recommendation to Council:

**“THAT**, the proposed public consultation for the Co-Housing and Seniors Communication Project be held in January 2022;

**AND THAT**, the recommended outreach strategy, including a survey and focus groups, be undertaken.”

vii) **Report #PD-2021-46 – Ontario Energy Board Case Number EP 2021-0002.**

Recommendation to Council:

**“THAT**, Council send a letter to the Ontario Energy Board in support of the City of Ottawa’s call for energy conservation program funding to be increased by 20% above the rate of inflation from 2023-2027 or no less than a doubling of funding over five years.”

viii) **Report #PD-2021-47 – Opportunities for Tay Valley Township from Federation of Canadian Municipalities Sustainable Communities Conference.**

Councillor Rainer asked why does Staff have to ask Council for permission to pursue funding opportunities? The Acting CAO/Clerk explained that rather than receiving the report for information, Council may have asked if Staff was going to pursue the funding opportunities and to be clear the motion speaks to that if there is an appropriate funding opportunity that Staff will apply for it.

Recommendation to Council:

**“THAT**, the potential funding sources identified in Report #PD-2021-47 – Opportunities for Tay Valley Township from the Federation of Canadian Municipalities, Sustainable Communities Conference, be pursued as appropriate projects are identified;

**AND THAT**, Report #PD-2021-47 – Opportunities for Tay Valley Township from the Federation of Canadian Municipalities, Sustainable Communities Conference, be shared with the County Climate Steering Committee.”

ix) **Report #C-2021-41 – Request to Close a Portion of an Unopened Road Allowance – White.**

Recommendation to Council:

**“THAT**, Council declares the portion of the unopened road allowance (approximately 138 feet) between Lots 18 & 19, Concession 6, North Burgess, north of Lakeview Drive, surplus to the Township’s needs;

**THAT**, Council agrees to proceed with the application to stop up, close and sell the said unopened road allowance as per the Road Closing and Sale Policy and call a Public Meeting;

**THAT**, the purchase price of \$0.08 per square foot be accepted should the sale be finalized.”

x) **Report #C-2021-40 – COVID-19 Vaccination Policy.**

Councillor Darling asked about the booster shots as they are not part of the policy. The Acting CAO/Clerk explained that they are not included as they are not mandatory by the province, and while the vaccination is not mandatory either under the Health and Safety Act, the employer has a duty to provide a safe workplace.

Councillor Phillips is in favour of the policy but wondered why the municipality is to pay for testing, when someone travels outside of Ontario? The Acting CAO/Clerk explained that because the employer is requiring it then it should be paid for, it has been through court and there has been grievances, legal counsel was recommending it.

The Committee discussed the testing requirement for travel outside of the province versus out of Canada and the education section for those unvaccinated, it presumes that individuals have not already done research and recommended that the testing requirement change to travel outside of Canada and that the education session be removed.

The Acting CAO/Clerk explained that the education session was to be an incentive to comply and will check with legal counsel and bring an amended version to Council next week.

Recommendation to Council:

“**THAT**, the COVID-19 Vaccination Policy be adopted as outlined in Report #C-2021-40, with the following amendments:

- remove the section on education; and
- change Ontario to Canada in the Travel section;

**AND THAT**, the necessary by-law come forward at the next Township Council meeting.”

xi) **Report #CBO-2021-09 – Building Department Report – January to November 2021.**

Recommendation to Council:

“**THAT**, Report #CBO-2021-09 – Building Department Report – January to November 2021 be received as information.”

## 7. CORRESPONDENCE

i) **21-11-17 – Council Communication Package.**

Recommendation to Council:

“**THAT**, the 21-11-17 Council Communication Package be received for information.”

ii) **21-12-01 – Council Communication Package.**

Recommendation to Council:

“**THAT**, the 21-12-01 Council Communication Package be received for information.”

iii) **CUPE – OMERS Performance Review.**

Recommendation to Council:

“**THAT**, the Council of Tay Valley Township is calling for an immediate, comprehensive and independent third-party expert review of OMERS’ investment performance and practices over the past ten years, conducted by OMERS Pension Plan’s sponsors and stakeholders;

**AND THAT**, such a review would, at a minimum:

- a) Compare OMERS plan-level, and asset class-level performance to other comparable defined benefit pension plans and funds, OMERS internal benchmarks, and market-based benchmarks.
- b) Examine OMERS decision-making processes around the timing of various investment decisions
- c) Assess the risk management policies and protocols that were in place and determine if they were followed and/or if they were sufficient to protect the plan from undue risk.
- d) Assess whether the disclosures provided to the OMERS Administrative and Sponsorship Boards were sufficient evidence to allow the Boards to respond appropriately and in a timely manner.
- e) Examine executive compensation, investment fees and investment costs at OMERS in comparison to other major defined benefit pension plans and funds.
- f) Examine other relevant issues identified by the third-party expert review.
- g) Make recommendations for changes at OMERS to ensure stronger returns moving forward.
- h) Issue their final report and recommendations in a timely manner.
- i) Publicly release its full report and recommendations to ensure that it is available to OMERS sponsors, stakeholders, and plan members.

**AND THAT**, the Council of Tay Valley Township further calls on the OMERS Administrative Corporation to:

- c) Provide all requested data, documentation and information required of the review panel to fulfill its mandate.
- d) Establish a step-by-step plan, with OMERS sponsors and stakeholders, to implement any recommendations set out in the review report.”

iv) **Province-Wide Assessment Update.**

Councillor Darling has concern that this motion could cause MPAC to do a reassessment and that the assessment increase will be in effect for the next 4 years regardless of what the market does in that time.

Councillor Wicklum does not support the motion as property values have increased and while the short-term effect may be detrimental for the Township, on the citizen level could cause financial hardship.

The Treasurer explained that the province has told us that they will not be conducting a reassessment for 2022 or 2023, that is three years in lost assessment. If everyone's property value increase is double what it is currently, the effect is that the tax rate will drop so that the Township is collecting the same amount of revenue. Staff are aware of properties that are assessed at \$200,000 and are selling for over a million, these types of assessments need to be corrected.

The Reeve and Deputy Reeve informed the Committee that the Treasurer at the County made the same comments that the Township's Acting Treasurer has and County Council also supported the recommendation for those reasons.

Recommendation to Council:

**"WHEREAS**, the government of Ontario recently announced the continued postponement of the province-wide assessment update for the 2022 and 2023 taxation years;

**AND WHEREAS**, this means that property values will continue to be based on the January 1, 2016 valuation date until at least 2024;

**AND WHEREAS**, the Municipality of Tay Valley Township is aware of the important increase in property values throughout the province and within its own jurisdiction;

**AND WHEREAS**, the continued postponement of property valuation translates into a significant loss of taxation revenue for Municipalities;

**NOW THEREFORE BE IT RESOLVED THAT**, the Council of Tay Valley Township urges the government of Ontario to reconsider its decision and to direct MPAC to proceed with a province-wide assessment update in order for Ontario Municipalities to be able to collect property taxes based upon actual property values;

**AND BE IT FURTHER RESOLVED THAT**, a copy of this resolution be forwarded to the Premier of Ontario, Scott Reid, MP, Randy Hillier, MPP, MPAC, AMO and to all Ontario municipalities."

## 8. COMMITTEE, BOARD & EXTERNAL ORGANIZATION UPDATES

- i) **Green Energy and Climate Change Working Group.**  
Deputy Reeve Barrie Crampton and Councillor Rob Rainer.

The Committee reviewed the minutes that were attached to the agenda.

- ii) **Recreation Working Group** – *deferred to the next meeting.*  
Councillor Fred Dobbie and Councillor Beverley Phillips.

- iii) **Private Unassumed Roads Working Group** – *deferred to the next meeting.*  
Councillor RoxAnne Darling and Councillor Gene Richardson.

- iv) **Bolingbroke Cemetery Board.**  
Councillor RoxAnne Darling

The Committee reviewed the minutes that were attached to the agenda.

- v) **Fire Board.**  
Councillor RoxAnne Darling, Councillor Fred Dobbie, Councillor Mick Wicklum.

The Committee reviewed the minutes that were attached to the agenda.

- vi) **Library Board** – *deferred to the next meeting.*  
Councillor Rob Rainer.

- vii) **Police Services Board** – *deferred to the next meeting.*  
Reeve Brian Campbell.

- viii) **County of Lanark.**  
Reeve Brian Campbell and Deputy Reeve Barrie Crampton.

Deputy Reeve mentioned that the County CAO had the same comments and concerns about the reassessment as the Treasurer has.

- ix) **Mississippi Valley Conservation Authority Board.**  
Councillor RoxAnne Darling.

The Board met last week on the budget and the suggested levy was a large increase, the Board sent staff back and will be meeting next week to review it again.

- x) **Rideau Valley Conservation Authority Board.**  
Councillor Gene Richardson.

The Committee reviewed the minutes that were attached to the agenda.

- xi) **Rideau Corridor Landscape Strategy** – *deferred to the next meeting.*  
Reeve Brian Campbell.
- xii) **Municipal Drug Strategy Committee** – *deferred to the next meeting.*  
Councillor Gene Richardson.
- xiii) **Committee of Adjustment.**

The Committee reviewed the minutes that were attached to the agenda.

## **9. CLOSED SESSION**

None.

## **10. DEFERRED ITEMS**

*\*The following items will be discussed at the next and/or future meeting:*

- ***See Township Action Plan – distributed separately to Council***

## **11. ADJOURNMENT**

The Committee adjourned at 8:19 p.m.



# **DELEGATIONS & PRESENTATIONS**

# Tay Valley's Heritage Properties Program

## *Heritage Property*

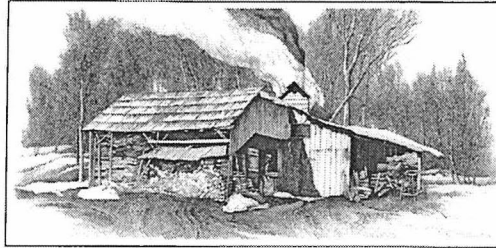


Image courtesy of FRAC via Orit

*Taking Pride in Our Cultural  
and Built Heritage*

1

Heritage Properties Program  
Council Presentation  
Tuesday, December 14, 2021

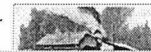
**ALLAN FARM**  
CANDIDATE FOR RECOGNITION

2

## Heritage Property Committee

- ▶ Susan Code McDougall
- ▶ Eddie Edmundson
- ▶ Brenda Kennett
- ▶ Ted Parkinson
- ▶ Karen Prytula
- ▶ Steve Scott
- ▶ David Taylor

TRY VALLEY TOWNSHIP  
Heritage Property

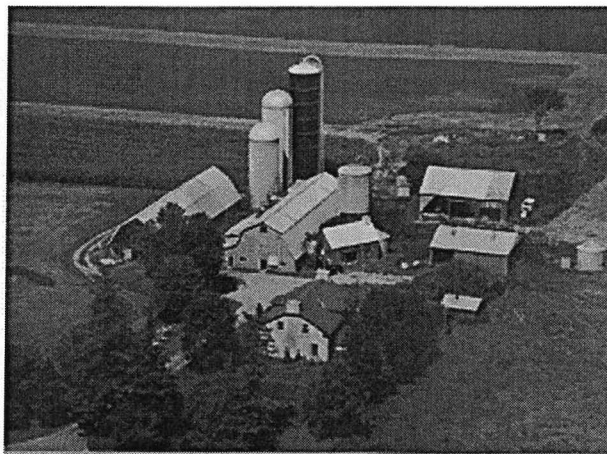


- ❖ Deputy Clerk Janie Laidlaw
- ❖ Laurie Hudson-Craig, Corporate Admin. Assistant

3

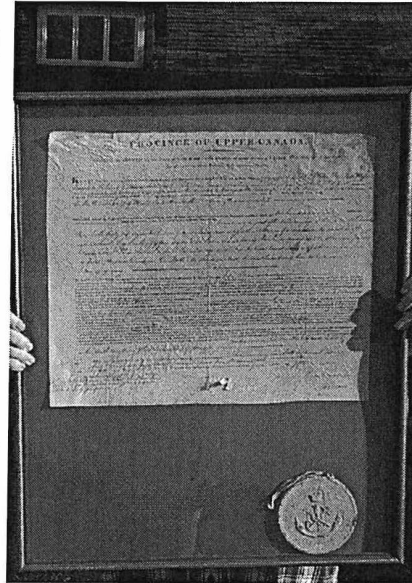
## Heritage Property Recognition Application

**History of the Allan Family Farm and Residence**  
**620 Allans Side Road, North Burgess, SW1/2 Lot 6, Con 10**



4

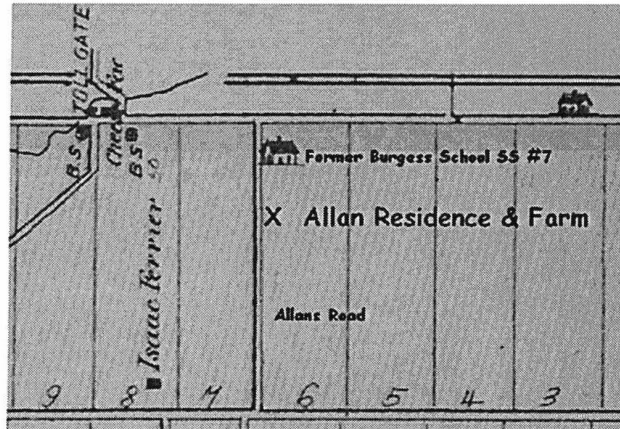
# 1824 Deed to Allan Farm



5

# Allan Farm Between Scotch Line and Ferrier Rd.

North Burgess  
Historical Atlas  
1880



6

## Original Log Home



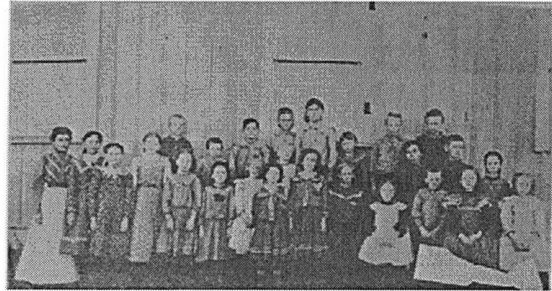
7

## Allan Family Residence (family photo)



8

## S. S. # 7 Burgess



9

## Land Transactions for Concession X, Lot 6 SW

- ▶ 1824-1866/67 John & Ann Allan
- ▶ 1866/67-1874 Andrew Allan
- ▶ 1874 – School Part Lot transferred
- ▶ 1910-1916 Agnes Allan
- ▶ 1916-1963 Andrew A. & Catherine B. Allan
- ▶ 1960 – Second part lot is separated (adjacent to the school lot)
- ▶ 1963-1995 David A. & Iris Allan
- ▶ 1995- Andrew Arthur Allan
- ▶ 1996 – School Lot transferred from Bathurst & S. Sherbrooke School Board

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11



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The Tay Valley Heritage Properties Committee has deemed the Allan Farm worthy of recognition by Tay Valley Township for its cultural and historical significance demonstrated by the following attributes:

- In the family for 200 years
- Recognized as a Legacy Farm
- Provided school support
- Original log home still exists on the property
- Classic stone home also on the property

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TAY VALLEY TOWNSHIP

## *Heritage Property*

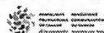
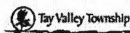
This certificate  
recognises the property titled

### *Allan Family Farm*

*620 Allans Side Road  
North Burgess Ward*

as an official Heritage Property  
of our Municipality

*Taking Pride in Our Cultural  
and Built Heritage*



14



# BY-LAWS

# THE CORPORATION OF TAY VALLEY TOWNSHIP

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## BY-LAW NO. 2021-061

### COLLECTIVE AGREEMENT (ONTARIO PUBLIC SERVICE EMPLOYEES UNION)

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**WHEREAS**, Section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Municipal Act or any other Act;

**AND WHEREAS**, Section 5 (3) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that a municipal power, including a municipality's capacity, rights, powers and privileges under Section 9, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

**AND WHEREAS**, it is deemed advisable to execute a collective agreement with the Ontario Public Service Employees Union and its Local 435 detailing remuneration and benefits for unionized workers for the term November 1, 2021 to October 31, 2025;

**NOW THEREFORE BE IT RESOLVED THAT**, the Council of the Corporation of Tay Valley Township enacts as follows:

#### 1 GENERAL REGULATIONS

1.1 **THAT**, the members of the Management Team for the 2021 Contract Negotiations; namely Reeve Brian Campbell, Councillor Mick Wicklum, Acting Chief Administrative Officer/Clerk Amanda Mabo and Township Legal Counsel Shane Kelford are hereby authorized on behalf of the Corporation of Tay Valley Township to execute the Collective Agreement (November 1, 2021 to October 31, 2025), attached hereto as Schedule "A".

#### 2 ULTRA VIRES

Should any sections of this by-law, including any section or part of any schedules attached hereto, be declared by a court of competent jurisdiction to be ultra vires, the remaining sections shall nevertheless remain valid and binding.

**THE CORPORATION OF TAY VALLEY TOWNSHIP  
BY-LAW NO. 2021-061**

**3. EFFECTIVE DATE**

ENACTED AND PASSED this 14<sup>th</sup> day of December, 2021.

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**Brian Campbell, Reeve**

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**Amanda Mabo, Clerk**

**THE CORPORATION OF TAY VALLEY TOWNSHIP  
BY-LAW NO. 2021-061**

**SCHEDULE "A"**

# **Collective Agreement**

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**between**

**Ontario Public Service Employees Union  
on behalf of its Local 435**

**and**

**The Corporation of Tay Valley Township**

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**DURATION: November 1, 2021 to October 31, 2025**



Sector 13  
4-435-535-20181031-13

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## **ARTICLE 1 – PURPOSE**

- 1.01 The purpose of this Agreement between the Employer and the Union is to establish and maintain:
- a) satisfactory working conditions, terms of employment, compensation, and hours of work for all employees who are subject to this Agreement;
  - b) a procedure for the prompt and equitable handling of grievances and disputes;
  - c) that the parties accept their responsibilities in the productive and efficient operation of Tay Valley Township's business.

## **ARTICLE 2 – RECOGNITION**

- 2.01 The Employer recognizes the Union as the exclusive bargaining agent of all employees of Tay Valley Township (formerly the Township of Bathurst Burgess Sherbrooke) save and except Chief Building Official, Deputy Treasurer/Tax Collector, Deputy Clerk, managers and those above the rank of manager.
- 2.02 For the purposes of clarity, the parties agree that "manager" includes the positions of Chief Administrative Officer, Clerk, Treasurer, Planner and Public Works Manager. It is also understood that students employed during the school vacation period, volunteer fire-fighters, or any other position deemed as manager as defined by the Ontario Labour Relations Act are not included in this bargaining unit.

### **Definitions**

#### **2.03 Temporary/Contract Employees:**

- a) Temporary employees shall be employees hired in the following circumstances:
  - i) employees hired for a specific term or project not to exceed twelve (12) months;
  - ii) employees hired to replace an employee in the bargaining unit who is on approved leave of absence, absence due to WSIB disability, sick leave or long term disability.

The release or discharge of such persons during the temporary hiring shall not be the subject of a grievance or arbitration, subject to the provisions of Section 43 of the OLRA, and the expiry of a project shall not be deemed to be a lay off.

- b) Except where specifically modified within this Agreement; and except where an employee is hired for a period of sixty (60) working days or less in a calendar year; a temporary employee shall have all the rights of a regular employee.

- c) The Employer will outline to employees selected to fill such temporary vacancies and to the Union, the circumstances giving rise to the vacancy and the special conditions relating to such employment.

Full-Time Employees:

- d) A "full-time employee" shall mean an employee who is normally scheduled to work for more than twenty-seven (27) hours per week.

Part-Time Employees:

- e) A "regular part-time employee" shall mean a permanent employee who is normally scheduled to work twenty-seven (27) hours or less per week.

Casual Part-Time Employees:

- f) A "casual part-time employee" is an employee who attends work when required subject to availability. Casual part-time employees are not regularly pre-scheduled to work but work on an "as needed" basis.

**ARTICLE 3 - NO DISCRIMINATION**

3.01 There shall be no discrimination by either party due to race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, or handicap, as defined in Section 9(1) of the Ontario Human Rights Code (OHRC). There shall be no discrimination or harassment practised by reason of an employees membership or activity in the Union.

**ARTICLE 4 - MANAGEMENT RIGHTS**

4.01 The Union recognizes and acknowledges that the management of the Employer's operations and direction of the employees are fixed exclusively with the Employer and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- a) maintain order, discipline and efficiency;
- b) hire, assign, promote, demote, classify, transfer, lay off, direct, suspend and retire employees, and to discipline or discharge any employee provided that a claim by an employee who has acquired seniority that he/she has been discharged or otherwise disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- c) determine in the interest of efficient operation and high standards of service, the hours of work, work assignments, methods of doing the work, make, enforce, and alter from time to time, reasonable rules and regulations to be observed by the employees, provided that they are not inconsistent with this Agreement, and

d) determine the nature and kind of business conducted by the Employer, the kinds and locations of operations, equipment and materials to be used, the control of materials and parts, the methods and techniques of work, the number of employees to be employed, the extension, limitations, curtailment or cessation of operations or any part thereof.

4.02 To determine and exercise all other functions and prerogatives which shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement. The rights reserved to management herein are subject to the other provisions of this Agreement, and shall be exercised in a manner that is fair, reasonable and consistent with the terms of the Agreement.

4.03 Without limiting the generality of the foregoing provisions, it is expressly understood and agreed that breach of any of the Employer's rules, or of any of the provisions of this Agreement, shall be deemed to be sufficient cause of discipline up to and including dismissal of an employee, provided that nothing herein shall prevent the employee from going through the grievance procedure to determine whether or not such breach actually took place.

#### **ARTICLE 5 - DUES DEDUCTION**

5.01 The Employer shall deduct Union dues from the wages of all employees covered by this Agreement.

5.02 The Employer shall forward such deduction to the Union not later than the 15th day of the month following the month in which the deduction was made, accompanied by a list of the names of the employees from whose wages the deductions have been made. The Employer shall provide the Union with a list of new employees and employees who have terminated in the preceding month.

5.03 Dues deductions shall be in the amounts as shall, from time to time, be prescribed by the Secretary/Treasurer of the Union by letter to the Employer.

5.04 The Employer agrees to report annual total Union dues deducted on the employee's T-4 slips.

5.05 Upon the mailing of the dues, the Union agrees to save the Employer harmless from all and any claims which may arise as a result of such deductions and payment.

#### **ARTICLE 6 - UNION RIGHTS AND ACTIVITIES**

6.01 The Employer agrees to recognize not more than three (3) employees as stewards for the purpose of representing employees. Stewards shall be selected by and from amongst employees in the bargaining unit and, once selected, the Union shall notify the Employer of the name of the steward in writing and the Employer shall not be required to recognize any such stewards until it has been so notified.



The steward in attendance during the grievance procedure and the grievor shall receive their regular straight time pay for all regularly scheduled working hours lost due to attendance at such grievance meetings with representatives of the Employer. It is understood that no Steward shall leave their regular duties without first obtaining permission from his/her supervisor. Such permission shall not be unreasonably withheld. When returning to his/her regular duties, such employees shall notify his/her supervisor.

On commencing employment, the employee's immediate supervisor shall introduce the new employee to the designated Union representative.

The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit, with respect to the collective agreement.

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union.

6.02 The Employer agrees to recognize a bargaining committee consisting of three (3) employees from the bargaining unit, plus the Union representative for the purpose of amending or renewing the Collective Agreement. The Union will notify the Employer of the name of the committee members in writing, prior to the commencement of negotiations. Committee members shall receive their straight time pay for all regularly scheduled working hours lost due to attendance at negotiating meetings with the Employer, and time off in lieu of hours spent in negotiating meetings with the Employer after regularly scheduled working hours, including conciliation, but not to include arbitration.

6.03 Labour Management Committee

- a) An equal number of representatives, but no fewer than two (2); from each party shall meet at regular intervals mutually agreed upon but not less than three times per year.
- b) The purpose of the committee:
  - i) promoting and providing effective and meaningful communication of information and new ideas to enhance the quality of the work environment;
  - ii) dealing with concerns and complaints with the policies, procedures and general working conditions;
  - iii) working towards eliminating conditions causing grievances and misunderstandings;
  - iv) reviewing suggestions of employees and the employer concerning working conditions and service.
  - v) reviewing job classifications as per Article 13.07.

- c) The committee shall not have jurisdiction over wages, or any other matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of the Union or the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.
- d) Each party shall notify the other of the proposed agenda items in writing one (1) week in advance of the meeting.
- e) The committee members shall receive their straight time pay for all regularly scheduled working hours lost due to attendance at Labour Management Committee meetings with representatives of the Employer that are scheduled during the employee's regularly scheduled working hours.
- f) An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over the meetings. Minutes of the meetings shall be taken by an independent person selected by Management and the Union on an alternating basis and shall reflect the agenda items discussed that have taken place on every agenda item, as well as the resolutions if agreed to on each agenda item.
- g) The Labour Management Committee shall meet as necessary in regards to any changes within the Employer's organization that could impact on either the job stability or job security of the subject employees. It is agreed that the function of this committee is to review all of the facts relative to such change with a view to identifying alternatives that will eliminate or minimize any detriment to the job stability and/or job security of the subject employees.

It is further agreed that the members of the committee are subject to the direction of their respective principal and that nothing shall be agreed to by the committee that shall preclude the rights of the Employer, the Union or the subject employees as provided by Legislation and the Collective Agreement between the parties.

- h) The minutes of the meeting shall be approved by Union and Management representatives at the next meeting. A copy of the draft minutes will be posted on the bulletin board in the Administration building and any other work sites and circulated by email to all employees and Committee Members that have email, within one week of the meeting.

6.04 No employee shall act in the capacity of steward or committee member as referred to in this Article until they have successfully completed their probationary period.

6.05 The Union acknowledges and agrees that stewards and committee members as referred in this Article have regular duties to perform in connection with their employment. Employees shall notify their immediate supervisor of meeting dates and times at the time the meetings are scheduled. Employees shall notify their immediate supervisor before leaving the work station, indicate the approximate length of the absence and advise the

supervisor upon their return. The Employer agrees that stewards shall not be hindered, coerced, restrained or interfered with in any way in the normal performance of their duties or while investigating disputes.

- 6.06 In addition to the above, the Employer shall also recognize a Union Staff Representative who may be assigned to assist these employees in the discharge of their Union duties. The Union members shall have the right to have the assistance of representative(s) of OPSEU when dealing or negotiating with the Employer in regards to their employment relationship. Upon reasonable notice, such representative(s)/advisor(s) shall have reasonable access to the Employer's premises.
- 6.07 The parties shall share equally the costs of printing sufficient copies of the Collective Agreement to provide one to each member of the bargaining unit. The printing shall be the responsibility of the Union.
- 6.08 The Employer shall advise each new employee of the existence of the Union and provide her/him with a copy of this Agreement.
- 6.09 An employee shall have the right to request that a Union representative be present at any meeting which is held for disciplinary purposes, or meeting for which the employee believes it may be the basis of disciplinary action. An employee has the right to halt a meeting in progress to obtain union representation.

## **ARTICLE 7 - GRIEVANCE PROCEDURE**

- 7.01 Any dispute involving the application, interpretation, administration, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, may be made the subject of a grievance and an earnest effort shall be made to settle such grievance as quickly as possible.
- 7.02 An employee who believes he/she has a complaint or a difference shall first discuss the difference with his/her immediate supervisor.
- 7.03 No grievance shall be considered by the Union or the Employer where the grievance is filed more than five (5) working days after an employee becomes aware or reasonably ought to have become aware of the circumstances giving rise thereto.
- 7.04 If any complaint or difference is not satisfactorily settled by the supervisor within five (5) working days of the discussion it may be processed within an additional five (5) working days in the following manner:
- 7.05 Step 1

The employee may file a grievance in writing with the immediate Supervisor. The written grievance, signed by the employee shall state the nature of the grievance, the Article or Articles of the Agreement alleged to have been violated and the redress sought.

Within five (5) working days of the receipt of the grievance, the immediate Supervisor shall render his/her decision in writing.

7.06 Step 2

Failing a satisfactory settlement of the matter at Step 1, the employee(s) concerned may within five (5) working days, submit the grievance to the Chief Administrative Officer or his/her designate along with a copy of the grievance to Council.

The Chief Administrative Officer or his/her designate shall render a decision in writing within five (5) working days after receipt of the grievance.

7.07 Failing satisfactory settlement of the grievance at Step 2, the grievance may be submitted for arbitration as per Article 8.

7.08 If a party fails to reply to a grievance within the time limits set out at any stage in the grievance procedure, the grievance may be submitted to the next stage of the grievance procedure.

7.09 Time limits referred to in the grievance procedure and arbitration procedure may be extended by mutual agreement if specified in writing.

7.10 The employee, at his/her option, may be accompanied and represented by a Union representative at all steps of the grievance procedure.

7.11 Any complaint, grievance as outlined in Article 7, which is not made known within the time specified in this Agreement or which is not processed through to the next step of the grievance procedure or carried through to arbitration in the time specified in this Agreement, shall be deemed to be withdrawn.

7.12 Unjust Dismissal/Suspension/Discipline

Where an employee feels that he/she has been unjustly dismissed/suspended/disciplined the employee may within ten (10) working days of receiving his/her notice of dismissal/suspension/discipline, file a grievance at Step 3 of the grievance procedure.

For the purpose of this Agreement, the termination of a probationary employee shall be the subject to the provisions of section 43 of the OLRA.

7.13 Union/Employer Policy Grievance

A grievance of general application by the Union affecting the parties may be submitted at Step 2 of the grievance procedure. Such grievances must be submitted within ten (10) working days after the incident giving rise to the grievance.

#### 7.14 Group Grievance

The Union and its representatives shall have the right to originate a grievance on behalf of a group of employees and to seek adjustment with the Employer in the manner provided in the grievance procedure and the employees shall be identified. Such a grievance shall commence at Step 2.

### **ARTICLE 8 – ARBITRATION**

8.01 After the grievance procedure as set out in Article 7 has been exhausted, and before an Arbitrator or Board of Arbitration is contacted under this Article, either party may seek the services of a Grievance Mediation Officer to assist in resolving the parties' differences. It is agreed that the services of a Grievance Mediation Officer will only be retained on the written consent of both parties. In the event a Grievance Mediation Officer is appointed, a referral to arbitration shall be delayed until after the Grievance Mediation Officer has conducted a meeting of the parties. The parties shall jointly share the expense of the Grievance Mediation Officer.

8.02 Should either party wish to refer a grievance to arbitration, written request for arbitration shall be made by mail and/or fax to the other party within fourteen (14) calendar days of receipt of the last written disposition. If no such written request for arbitration is received within the time limit then it shall be deemed to have been abandoned.

#### 8.03 Single Arbitrator

By mutual agreement, the parties may elect to have a single arbitrator hear the matter in dispute instead of a three person board. In such case, the party wishing to submit the issue to arbitration should indicate in its notice of intent to arbitrate, that it would like the matter heard by a single arbitrator. The recipient of the notice shall inform the other party within ten (10) days of receipt of the notice if it is agreeable or not to the matter being heard by a single arbitrator. If so, the parties shall endeavour to select the single arbitrator. Failing agreement within thirty (30) days or such time as agreed by the parties, Clause 8.05 shall be followed. The single arbitrator shall be bound by all clauses of Article 8 in the same manner as a Board of Arbitration, with the necessary changes being made.

8.04 The party requesting arbitration shall indicate in its written request, the name of its nominee to the Arbitration Board.

8.05 Within fourteen (14) calendar days thereafter, the other party shall answer by mail and/or fax by indicating the name and address of its nominee to the Arbitration Board. The two nominees shall then select an impartial chairperson, so that the Arbitration Board will be composed of one (1) person appointed by the Employer, one (1) person appointed by the Union and a third person to act as chairperson chosen by the other two members of the Board.

- 8.06 If either party fails to appoint a nominee within the time limits set out above, or if the two (2) nominees fail to agree upon a chairperson within ten (10) working days of their appointment or within such time as may be agreed upon, the Minister of Labour of the Province of Ontario may be asked to nominate a person to act as chairperson upon request of either party.
- 8.07 The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall a Board of Arbitration have the power to change this Agreement, or to alter, modify or amend any of its provisions, or to substitute any new provisions for any existing provisions nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 8.08 Each party shall pay:
- a) the fees and expenses of its nominee to the Board of Arbitration; and
  - b) one-half (½) of the fees and expenses of the chairperson.

#### **ARTICLE 9 - NO STRIKES OR LOCKOUTS**

- 9.01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the lifetime of this Agreement, there will be no strike, slowdown or stoppage of or interference with work or service, either complete or partial, and the Employer agrees that there will be no lockout of employees.
- 9.02 During the term of this Agreement, it is understood that no employee covered by the terms of this Agreement shall strike, sit down, slow down or engage in any work stoppage, picketing or collective activity which will interfere in any way with the Employer's operation.

#### **ARTICLE 10 - PERSONNEL FILE**

- 10.01 Upon written notification to the Employer, an employee shall have access to his/her personnel file and shall be entitled to view the entire contents upon 24 hours notice and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record. The Employee will indicate viewing each report in the file by dating and initialling. With written permission of the employee, a Union representative or Steward shall also have the right of access to an employee's personnel file, in the presence of the employee. The employee shall have the right to obtain copies of the material in the file.
- 10.02 Letters of reprimand and related correspondence shall be removed from the employee's personnel file eighteen (18) months after the date of being placed on the employee's file. Where a series of such material relate to the same incident, the latest dated letter shall remain on the employee's file for an additional eighteen (18) months.

## **ARTICLE 11 – SENIORITY**

- 11.01 Seniority shall mean an employee's length of continuous service based on regular hours worked with the Employer within the bargaining unit; including all service with previous employers which amalgamated to form the present Township.
- 11.02 The Employer shall post and update the seniority list each January, with copies to the Union, each Union Steward and each Labour Management Committee Representative. One list of all employees shall be maintained based on hours worked and shall be used as a basis for calculating vacation entitlement, and the application of rights regarding lay-offs, recalls and job vacancies.
- 1820 hours will be regarded as equivalent to one year of full time employment for employees whose normal hours equal thirty-five (35) hours per week and 2080 hours will be regarded as equivalent to one (1) year of full time employment for employees whose normal hours equal forty (40) hours per week.
- 2.03 An employee shall lose his/her seniority and shall be deemed to have terminated his/her employment when:
- a) he/she voluntarily quits his/her employment;
  - b) he/she is discharged and is thereafter not reinstated through the grievance procedure;
  - c) he/she does no work for the Employer for a period of eighteen (18) months or more unless he/she is on LTD in which case he/she is considered an employee of the Township for two (2) years following the approval for LTD;
  - d) he/she, upon being recalled from a layoff, fails to report to work within five (5) working days from the date of notification by the Employer by registered mail; unless through sickness or other just cause. Laid off employees engaged in alternate employment and who are recalled shall be permitted to give their current employer 10 working days notice of termination to accept the recall;
  - e) he/she fails to return to work upon termination of an authorized leave of absence;
  - f) he/she accepts gainful employment while on a leave of absence unless permission is granted by the Employer;
  - g) he/she is retired.
- 11.04 An employee shall not lose seniority rights if he/she is absent from work because of sickness, disability, accident or layoff (subject to Article 14.04). Further, the employee shall not lose seniority rights while on a leave of absence approved by the Employer, but seniority will not accrue during the leave of absence.

11.05 Seniority and Employment Termination for being Absent from Work Without Notifying the Employer

An employee who is unable to report for work will be expected to notify the Employer by the time he/she is due to report to work. Any employee who is absent three (3) working days without notifying the Employer, unless such notification was not reasonably possible, may be discharged at the sole discretion of the Employer.

11.06 An employee who is transferred with his/her consent to a position outside the bargaining unit shall retain his/her accumulated seniority for a period of 12 months from the date of leaving his/her unit. If the employee chooses to return to the bargaining unit within 6 months, he/she shall be placed in a job consistent with his/her classification. Such return shall not result in the lay off or bumping of an employee holding greater seniority or being placed on probation.

**ARTICLE 12 - PROBATIONARY EMPLOYEES**

12.01 An employee will be considered to be on probation and will not have seniority until she/he has completed one-hundred and twenty (120) calendar days of service (4 months) from her/his last date of hire. This probationary period may be extended on notice to the Employee by the Employer for thirty (30) additional calendar days in order to complete an assessment. An interim performance appraisal will be conducted at sixty (60) calendar days of service (2 months) and then again prior to the one-hundred and twenty (120) calendar days of service (4 months).

12.02 Termination of employment of an employee by the Employer during the probationary period shall not become subject to the grievance or arbitration procedure of this Agreement subject to the provisions of Section 43 of the OLRA. Upon satisfactory completion of the probationary period, an employee will then acquire seniority retroactive to the date he/she commenced his/her current period of employment.

**ARTICLE 13 - JOB VACANCIES**

13.01 (a) When job vacancies occur in the bargaining unit and the Employer desires to fill such a job vacancy, such vacancy will be posted on the bulletin board for a period of five (5) working days.

(b) If a position is vacant for four (4) weeks or more, the Employer agrees to discuss such vacancy and the Employer's intentions with respect thereto with the Union.

(c) Upon completion of a temporary assignment an employee shall return to their former job.

13.02 A job vacancy notice shall contain the following information: nature of the position, qualifications, required knowledge and education, skills, shift, number of hours of work and wage or salary rate or range.



13.03 The Employer will determine the successful candidate to a job posting by considering the qualifications, skill and present ability of the individual to perform the required work. In determining which employee is successful within the bargaining unit and where the qualifications, skill and present ability are relatively equal, the employee with the greatest seniority will receive the job/position. All employees will have the first opportunity for filling vacancies. It is understood that an employee who has been accepted as the successful candidate for a temporary position will forego their right to apply for any subsequent temporary vacancy during the term of their current contract.

The Employer shall hire from within the bargaining unit so long as there are applicants with the required skill, ability, experience and qualifications. The name of the successful candidate for any position will be posted on the bulletin board.

An Employee who is promoted shall receive the rate of pay in the salary grid of the new classification which is next higher to his/her present rate of pay. An employee who makes a lateral move shall not be subject to a change in pay.

An Employee who makes a downward move without his/her consent shall receive red-circled protection in his/her current salary rate for the first twelve (12) months.

13.04 An Employee who is invited to attend an interview within the Township shall be granted time off with no loss of pay and with no loss of credits to attend the interview, provided that time off does not unduly interfere with operating requirements.

13.05 The successful candidate, who is an employee, will be given an opportunity of fulfilling the duties of the new position during a period which may not exceed three (3) months. During this period the employee can ascertain whether the work of the position is suitable to him/her and the Employer can determine if the employee is capable of performing the work of the position. The Employer shall confirm the employee in the position on or before the expiry of three (3) months or if an employee fails to meet the requirements for the job or if the employee deems the job not suitable at any time during the three (3) month period, he/she will be returned to his/her former position.

#### 13.06 Job Training

Employees who desire training may make application to their supervisor in writing. The Employer may, at the Employer's discretion, provide assistance when the course will be a benefit to the Employer and the employee, subject to funding restrictions.

#### 13.07 Classifications

Employees and/or the Union may request that a position be reviewed from time to time by the Labour Management Committee. If the parties agree to reclassify a position, the new rate for the position will be effective as of the date of written agreement of the parties. New positions will be classified within two (2) months of the starting date for that position.

Where an agreement is not possible, the employee may proceed with the matter in accordance with the provisions of Article 7.

### 13.08 Job Sharing

The Employer and the Union agree to a trial period wherein the effectiveness of a job sharing program is examined. The trial will be conducted under the following terms and conditions:

- (a) Job sharing requests shall be considered on an individual basis and shall be initiated through a written application by a full time employee who wishes to job share the employee's position. Applications shall be made to the employee's Supervisor. The employee's Supervisor and the Administrator may limit the number and type of positions to be considered for job sharing. In any event, the final approval of a job sharing shall be at the discretion of the Administrator. Such decision shall include a consideration of the operational requirements of the organization.
- (b) Only two (2) full time positions in the bargaining unit may be job shared. Notwithstanding the fact that a full time position is being shared by two (2) employees, it is understood that the integrity of the full time position will be maintained throughout the job sharing. Accordingly, upon termination of a job sharing arrangement, the shared position will revert to its former full time status.
- (c) If two (2) full time employees wish to job share and the Employer agrees, the full time position being shared need not be posted. The vacancy that results from the job sharing will be posted and selection will be made in accordance with the procedure detailed in Article 13 – Job Vacancies of the collective agreement.
- (d) An incumbent full time employee wishing to share his/her position may do so if agreed to as described in (a) above. The other half of the full time position will be posted and selection will be made in accordance with the procedure detailed in Article 13 – Job Vacancies of the collective agreement.
- (e) If one of the job sharers leaves the arrangement, the following shall apply:
  - (i) the incumbent full time employee shall be given the option to revert to a full time position;
  - (ii) if the job share portion of the full time position remains vacant, it will be posted and selection will be made in accordance with the procedure detailed in Article 13 – Job Vacancies of the collective agreement.
  - (iii) If the job share portion of the full time position still remains vacant, the position must revert to a full time position and be posted and selection will be made in accordance with the procedure detailed in Article 13 – Job Vacancies of the collective agreement.
- (f) Except for costs related to two (2) employees on staff sharing a position

normally filled by one (1) employee, the Employer will not incur any increased costs as a result of the implementation of a job sharing arrangement. Such related costs are restricted to the issuing of two (2) pay cheques, two (2) personnel files, two (2) performance evaluations, instead of one (1) and counselling and dealing with two (2) employees instead of one (1).

- (g) The Employer and the employees involved in the job sharing reserve the right to assess the suitability of the job sharing arrangement. Accordingly, the Employer shall assess and evaluate the job sharing arrangement, and the job sharers, at three (3), six (6) and twelve (12) month intervals.
- (h) Either of the parties, the job sharers together or separately, the Union or the Employer, may discontinue the job sharing arrangement with ninety (90) days written notice. Within fifteen (15) days of the receipt of such notice, a meeting of the parties shall be held to discuss the discontinuation.
- (i) Employees sharing a job shall be subject to all the terms and conditions of the collective agreement between the Employer and the Union as provided for regular full time employees except as follows:
  - (i) each employee shall pay regular monthly union dues;
  - (ii) job sharer shall accumulate one half (1/2) of seniority normally accumulated by a regular full time employee;
  - (iii) the total number of hours of the full time position will be equally divided by the two (2) job sharers so as to equal one (1) full time position. The division of hours of work over the full time position between the two (2) job sharers shall be determined by mutual agreement between the two (2) job sharers and the Supervisor. The ultimate schedules shall be subject to the approval of the employee's Supervisor;
  - (iv) vacation pay and paid holiday pay shall be pro-rated on the basis that a job sharer employee's hours of work bear to regular full time hours. It is understood that vacation shall not overlap and that the job sharers will be required to cover for each other during the other's vacation period;
  - (v) since employees affected by job sharing will be sharing, on an equal basis, one full time position, the Employer shall only be obligated to pay fifty percent (50%) of its normal contribution towards the cost of the premiums for any benefits payable under the provisions of the collective agreement to each job sharing employee where the cost of such benefits is not based upon an employee's salary;
  - (vi) it will be the responsibility of the job sharers to make themselves available to keep themselves and each other informed with respect to the Employer's communications;
  - (vii) job sharers will be paid at their rate of pay according to their placement on the salary schedule according to hours worked;

- (viii) job sharers are not required to cover for their partner during sick leave, but may do so if there is a mutual agreement between the job sharers and the Employer.

#### **ARTICLE 14 - LAYOFF AND RECALL**

- 14.01 (a) For the purposes of this Article, "layoff" shall mean a layoff as defined in the Employment Standards Act (Ontario).
- (b) If circumstances arise which might warrant the layoff of employees covered by this Agreement, the Employer shall notify the Union forthwith. Upon receipt of such notice, the Union may request a meeting with the Employer to discuss:
- i) the reasons for layoff;
  - ii) alternative actions to avoid or minimize the scope of layoff including the assignment of such an employee to a vacancy or a newly created position within the bargaining unit in the same classification level. It is agreed and understood that the vacancy will be subject to Article 13 - Job Vacancies;
  - iii) the individuals affected and details of the actual layoff plans.
- 14.02 Except where greater notice is required pursuant to the Employment Standards Act (Ontario), an employee shall receive:
- i. in the case of employees with four (4) years service or less, a minimum of five (5) weeks' notice of layoff; and
  - ii. in the case of employees with more than four (4) years of service, a minimum of eight (8) weeks' notice of layoff.
- 14.03 In the event of a layoff, employees shall be laid off, subject to the following provisions, the employee scheduled to be laid off may choose to bump another employee who has the least seniority in the following manner, providing that the retained employees have the qualifications, skill and ability required to perform the work:
- a) Full-time: may bump another full-time first in the same classification and hours of work; then into another classification and hours of work in the same pay level; then into a lower classification; then into a part-time position.
  - b) Part-time: may bump another part-time first in the same classification; then into another classification in the same pay band, if a part-time position exists; then into the least senior position that is full-time in the same classification; then into the least senior position that is full-time in the same pay band; then into lower classifications. Part-time employees may also access casual positions where qualified.
- 14.04 Employees who are laid off shall be placed on a recall list for a period of twelve (12) months and shall retain but not accrue seniority.

14.05 Employees on layoff will be recalled in order of seniority subject to the following:

- i) when an employee is laid off, he/she shall notify the Employer of his/her wish to be recalled for any position for which he/she is qualified;
- ii) no new employees shall be hired until those laid off have been given the opportunity of recall and any employee who is on a lay off shall be notified of any and all vacancies.

14.06 When recalling an employee after layoff, he/she shall be notified by registered mail and/or personally by telephone and shall return to work within five (5) working days from the date of delivery of the notice by mail to the last known address, unless on reasonable grounds he/she is unable to do so. Laid off employees engaged in alternate employment and who are recalled shall be permitted to give their current employer ten (10) working days notice of termination to accept the recall.

14.07 The laid off employee will promptly notify the Employer of any change in his/her address and/or telephone number.

14.08 An employee who is recalled and reinstated to a position with a lower rate of pay than the position which he/she occupied at the time of layoff shall be given the first opportunity consistent with his/her seniority to return to a vacant position, for which he/she has the skill, ability and qualifications, with a rate of pay which is closer to the rate of pay for his/her former position. This provision will operate for one year after the employee is recalled and an employee may exercise his/her right under this provision only once.

14.09 An employee who has been laid off and has not displaced another employee shall receive severance benefits as follows:

- (a) On the first lay-off, two (2) weeks' pay for the first complete year of continuous employment and one (1) week's pay for each additional complete year of continuous employment and, in the case of a partial year of continuous employment, a prorated amount commensurate with that service.
- (b) On the second or subsequent lay-off, one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, a prorated amount commensurate with that service; less any period in respect of which the employee was previously granted severance pay under (a) above.

## **ARTICLE 15 - GENERAL LEAVES OF ABSENCE**

15.01 The Employer may grant a leave of absence with or without pay to full-time and regular part-time employees for other reasons at its discretion. Operational requirements permitting, such leaves shall not be unreasonably denied. Unless mutually agreed, such leaves shall be for stated periods and shall not exceed twelve (12) months. The employee must submit the request in writing to his/her Supervisor at least sixty (60) days in advance of the requested leave. At the sole discretion of the Employer, this notice period may be reduced.

15.02 With the exception of leaves under the Employment Standards Act (excluding Reservist Leave), WSIB and STD/LTD, the Employer's payments and the employee's entitlements to all group insurance benefits and self-insured benefits will be suspended at the onset of any leave of absence. Payment and entitlement will be reinstated upon the return of the employee to full time duty, provided the leave of absence is less than six (6) months in duration. A three (3) month waiting period for reinstatement of group-insured benefits will apply for leaves extending beyond six (6) months. If the employee wishes continuation of these benefits during such a leave, it will be his/her responsibility to pay the cost of these group insurance benefits at the current rate of premium.

OMERS will be suspended at the onset of any unpaid leave of absence. The employee will have the option to buy back that service upon their return.

Except where otherwise provided, when an employee is on authorized leave of absence without pay in excess of twenty (20) consecutive working days the employee's seniority date and increment date enjoyed by the employee immediately prior to the commencement of such leave of absence without pay shall be suspended. When the employee returns to employment with pay the employee's seniority date and increment date shall resume at the level at which they were when he/she absented himself/herself, recognizing any negotiated changes.

## **ARTICLE 16 - BEREAVEMENT LEAVE**

16.01 All employees who work full-time hours shall be granted five (5) days of leave, without loss of pay or benefits, in the case of death of a parent, wife, husband, common-law spouse, same sex partner, brother, sister, child, mother-in-law or father-in-law. A child shall be defined as a biological child, adopted child, step or foster child. Three (3) days of paid leave will be granted in the case of death of a sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparent, grandchild or fiancé. Grandparent shall include the employee or employee's spouse's grandparent. Such leave must be taken within twelve (12) months of the death.

One (1) day of paid leave will be granted in the case of death of an aunt or uncle, defined as sister or brother of a parent, niece or nephew, defined as daughter or son of the employee's sister or brother or the employee's spouse's sister or brother; and one (1) day for any other relative who has been residing in the same household, or any other person for whom an employee is required to administer bereavement responsibilities. A relative shall include a person related by marriage, adoption or common-law.

Up to one (1) day off with pay may be granted in the case of the death of a close friend. Bereavement leave must be taken at the time of the funeral.

16.02 Where an employee must travel more than 400 kilometers, one way, to attend funeral services, the employee will be granted bereavement leave of up to two (2) paid days for travel time. If more time is required, the employee may use lieu time and/or vacation credits at the employee's request.

16.03 An employee shall not be denied bereavement leave in the event that the death occurs while on paid vacation. Vacation will normally be extended by the number of days of entitlement.

### **ARTICLE 17 - JURY DUTY AND COURT ATTENDANCE**

17.01 An employee who is selected for service as juror or who is subpoenaed as a witness to appear in any Court of Law, shall not lose pay at his/her regular straight time hourly rate, for all regularly scheduled hours which the employee would otherwise have worked because of such attendance provided that the employee:

- a) informs the Employer immediately upon being notified that the employee will be required to attend Court;
- b) presents proof of service requiring the employee's attendance;
- c) deposits with the Employer the full amount of compensation received for such attendance, excluding mileage, travelling and meal allowances and an official receipt thereof; and
- d) notwithstanding the above provisions, in order to qualify for payment hereunder, the employee will report to the Employer for work during those regular hours work or assignment that he/she is not required to attend Court.

### **ARTICLE 18 - UNION LEAVE**

18.01 The Employer, upon two (2) weeks written notice from the Union, may grant leave of absence for up to two (2) employees appointed by the Union to attend Union functions for an aggregate of ten (10) working days in a calendar year, providing that the granting of such leave does not unduly interfere with the efficient operation of the Township and such leave of absence will not be unreasonably withheld. The Union shall reimburse the Employer for the cost of such absences.

18.02 When an employee is elected as the Union's President or First Vice-President (Provincially), the Union shall immediately following such election advise the Employer of the name of the employee so elected. Leave of absence may be granted from the employee's place of employment and such leave shall not be unreasonably withheld.

## **ARTICLE 19 - PREGNANCY/PARENTAL LEAVE**

- 19.01 The leave of absence shall be in accordance with the provisions of all Provincial and/or Federal legislation; whichever is the greatest benefit.
- 19.02 A parent, who is not on pregnancy or parental leave shall be granted three (3) days leave of absence with pay for the birth or adoption of a child to be taken within seven (7) days of the event.

## **ARTICLE 20 - SICK LEAVE**

- 20.01 Sick leave shall be the period of time an employee is absent from work due to illness, injury or medical appointments.
- 20.02 At the beginning of each calendar year, twelve (12) sick days will be put into the employee's sick leave bank. Employees who start employment after January 1st shall earn sick leave at the rate of one (1) sick leave day per full calendar month of employment during their first year of employment. For greater certainty, under no circumstances will an employee receive more than twelve (12) sick days in any calendar year.
- 20.03 The Employer may require certification of illness or disability from the employee's medical or dental practitioner when sick leave exceeds three (3) consecutive days. This will not prohibit the Employer from requiring certification of illness of less than three (3) days.
- 20.04 An employee on sick leave shall be entitled to receive full wages at his/her normal rate of pay as long as the employee has the required number of sick leave days in the employee's sick leave bank .
- 20.05 New employees will not be eligible for paid sick leave while on probation. However, on successful completion of the probationary period, new employees shall be credited with four (4) sick leave days in his/her sick leave bank.
- 20.06 The Employer may request a medical examination to insure an employee's medical fitness to perform the duties of the job. Such examinations when requested by the Employer are to be paid by the Employer one hundred percent (100%). The employee shall have the right to their own physician.
- 20.07 Short Term Disability
- An employee on sick leave in excess of five (5) consecutive sick leave days shall be entitled to receive seventy-five percent (75%) of wages at his/her normal rate of pay immediately prior to the sick leave up to and including the one hundred and twenty (120) calendar days.



With the mutual agreement of the employee, the remaining twenty-five percent (25%) of wages may be supplemented by any earned accumulated sick days, vacation credits or accumulated compensating time that the employee is entitled to receive.

#### 20.08 Recurrent Disability

A recurrent disability as certified by a recognized practitioner is considered to be the same disability if separated by less than three (3) months of active full time work.

20.09 An employee on sick leave in excess of one hundred and twenty (120) calendar days shall be entitled to receive Long Term Disability coverage under the existing Employee Group Insurance.

The Employer shall continue to pay one-hundred percent (100%) of the premiums.

#### 20.10 Long Term Disability

Terms and conditions of the insurance policy referred to in Article 20.09 shall include but not be restricted to the following:

- a) The Plan shall provide that the employee will be entitled to the payment of up to sixty (60%) per cent (up to a maximum of \$3000 per month) of wages at his/her normal rate of pay for disability due to either illness or injury after the employee has been disabled for one hundred and twenty (120) continuous sick leave days.
- b) Benefits will be payable during the continuance of the disability up to age sixty-five (65).
- c) An employee is considered disabled if
  - (i) during this sick leave period and the subsequent twenty-four (24) month period he/she is continuously and completely unable to perform his/her regular occupation and;
  - (ii) thereafter if he/she is completely unable to perform any occupation that he/she is reasonably suited to perform by reason of education, training or experience.
- d) Benefits available to the employee from the L.T.D. insurance arranged by the Township will be provided in compliance with this contract entered into by the Township and the Insurance Carrier.

20.11 A female employee who becomes eligible for sick leave as a result of pregnancy is entitled to all benefits outlined above. If, as a result of the pregnancy, an employee becomes totally disabled as outlined in Article 20.10, the days of maternity leave shall be considered in reaching entitlement as provided in Article 20.09.

20.12 An employee shall be considered as being employed by the Township for two (2) years

following approval for Long Term Disability and will continue during this period to receive the same level of employee benefits as they were entitled to on the last day worked.

20.13 The Employer shall provide during January each year a list indicating the employee's accrued balances in the sick leave bank, vacation bank, compensatory time bank and statutory days left unused by the employee as of the final payroll of the previous year. The Employer and employee shall indicate their agreement/acceptance of the records by initialling said record before February 15<sup>th</sup> of the same year.

#### 20.14 Cost of Examination

The Employer will pay 100% of the cost of a medical examination or any other written examination fees as required for Public Works employee's license renewal for A, D, and Z license in accordance with the Provincial regulations related to the operation of commercial motor vehicles where possession of the license is a job requirement specified in the employee's job description. The cost of the license renewal will be at the employee's expense.

It is understood that the employee shall be allowed to schedule time off mutually agreed upon during normal working hours for the examination and to obtain the license. It is also understood that this article does not apply to the employee's regular driver's license.

### **ARTICLE 21 - HOURS OF WORK**

21.01 The Employer does not guarantee any hours of work per day or days of work per week with respect to any employee covered by this Agreement.

21.02 Normal hours of work for employees shall be thirty-five (35) hours per week for administrative employees and forty (40) hours per week for all other employees exclusive of unpaid meal period.

#### 21.03 Rest Periods

All employees covered by this Agreement shall be entitled to one (1) fifteen (15) minutes paid rest period in each half of their normal work day and an additional fifteen (15) minutes rest period for each four (4) hours' worked in excess of the normal work day.

#### 21.04 Road Employees

The normal work week for the Roads Department Employees shall be forty (40) hours per week consisting of the following:

### Summer Hours:

From the third full-week in April to the fourth full-week in September of each year, the normal working week will be Monday to Thursday, from 7:00 a.m. to 4:30 p.m., and Friday, from 7:00 a.m. to 11:00 a.m. There will be a one-half (1/2) hour unpaid lunch period each day.

Call-ins on Friday between 11:00 a.m. to 4:30 p.m. will be credited at 1.5 times the amount of hours actually worked and not a minimum of a 3-hour call in.

### Winter Hours:

From the first full-week in October to the second full-week in April of each year, the normal working week shall consist of five (5) days of eight (8) hours each between either 7:00 a.m. and 3:30 p.m. or 8:00 a.m. and 4:30 p.m. from Monday to Friday inclusive. There will be a one-half (1/2) hour unpaid lunch period each day.

Any adjustment in the normal hours of work shall be as mutually agreed upon by the Employee, the Union and the Employer, provided that the total number of hours worked of work per week does not exceed forty (40) and the total number of hours worked in one day does not exceed eight (8), and shall fall within 6:00 a.m. and 6:00 p.m.

There shall be two (2) consecutive days off which shall be referred to as scheduled days off, except that days off may be non-consecutive if agreed upon between the Employee, the Union and the Employer.

21.05 Shift schedules shall be posted not less than fifteen (15) days in advance and there shall be no change in the schedule after it has been posted unless notice is given to the employee sixty (60) hours in advance of the starting time of the shift as originally scheduled.

- (a) If the employee is not notified sixty (60) hours in advance he/she shall be paid at time and one-half (1½) for the hours worked outside of the hours scheduled. Notwithstanding, a shift may be changed without any premium if mutually agreed upon by the employee and the Employer.
- (b) Every reasonable effort shall be made to avoid scheduling the commencement of a shift within twelve (12) hours of the completion of the employee's previous shift. Should an employee be required to work before twelve (12) hours have elapsed he/she shall be paid at time and one-half (1 ½) for those hours that fall within the twelve (12) hour period.
- (c) It is the intent of the parties that there shall be no split shifts.
- (d) There shall be no pyramiding of premiums.

## 21.06 Administrative Employees

The normal work week for administrative employees shall be thirty-five (35) hours per week consisting of five (5) days of seven (7) hours each from Monday to Friday from 8:30 a.m. to 4:30 p.m. It is understood that other arrangements regarding hours of work may be entered into between the Union and the Employer with respect to variable work weeks.

Any adjustment in the normal hours of work shall be as mutually agreed upon by the employee, the Union and the Employer, provided that the total hours of work per week does not exceed thirty-five (35) and the total number of hours worked in one day does not exceed twelve (12).

The provisions of Article 21.05 (a) shall apply.

## **ARTICLE 22 - CALL BACK**

22.01 When an employee, authorized by the Employer, is called back to work after finishing their regular work day and leaving the workplace, the employee shall be paid a minimum of three (3) hours' at straight time wages or time and one half (1 ½) for the time actually worked, whichever is greater. The employee will indicate to the Employer whether such time is paid or taken as time in lieu.

## **ARTICLE 23 – ON-CALL**

23.01 (a) "On-call" duty means a period of time that is not a regular working period, overtime period, or call back period during which an employee is required to respond within a reasonable time to a request for:

- (i) recall to the workplace; or
- (ii) the performance of other work as required.

(b) On-call shall be scheduled no less than twenty-four (24) hours in advance of the on-call period.

It is understood that there shall be no pyramiding of premium payments. Where an employee is required to be on-call, he/she shall receive one dollar and seventy-five cents (\$1.75) per hour for all hours that he/she is required to be on-call.

## **ARTICLE 24 - OVERTIME**

24.01 When required by the Employer, hours worked other than scheduled hours of work, shall be paid at time and one-half (1½) of the employee's regular straight time hourly rate. A paid meal allowance will be provided when the regularly scheduled shift is extended beyond three (3) hours; (eleven (11) hours in total). It is understood that the meal period may be taken at any time during this additional three (3) hour period but it shall be scheduled not to interfere with necessary duties.

24.02 Operational requirements permitting, in lieu of cash payment, an employee may choose

to receive compensatory time off at the appropriate overtime rate at a time mutually convenient to the employee and his/her immediate supervisor.

24.03 All overtime must be authorized and approved by the Employer in advance and time will be paid at the overtime rate for all hours worked before or after the regularly scheduled hours.

Overtime and call-back time shall be assigned as equitably as possible among qualified and willing employees.

24.04 If possible, time off in lieu of paid overtime will be scheduled by mutual agreement between the Employer and the employee. If the Employer and the employee cannot mutually agree upon such time, the employee may request a pay out of said overtime quarterly at January, April, July and October.

24.05 Accumulation of overtime hours, for the purpose of time off in lieu of overtime payment, will not be restricted to any particular cap throughout the year; however, employees must reduce their overtime accumulation bank to forty (40) hours or less by the last payroll in November. Overtime in excess of forty (40) hours will be paid out by the first pay in December.

24.06 There shall be no pyramiding or duplication of this premium.

## **ARTICLE 25 – HOLIDAYS**

25.01 Full-time employees will be entitled to the following holidays:

New Year's Day	Family Day
Good Friday	Easter Monday
Victoria Day	Canada Day
Civic Holiday	Labour Day
National Truth and Reconciliation Day	
Thanksgiving Day	Remembrance Day
December 24 (1/2 day-afternoon)	Christmas Day
Boxing Day	New Year's Eve (1/2 day afternoon)

Any other holiday legislated provincially or federally. The above holidays shall be enjoyed on the day they are proclaimed by Federal, Provincial or Municipal Government.

25.02 When any of the above noted holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon between the Employer and the employee.

25.03 All holidays recognized above are considered paid holidays. Holiday pay will be computed on the basis of the number of hours the employee would otherwise work had there been no holiday, at his/her regular hourly rate.

- 25.04 a) In addition to holiday pay, where an employee is scheduled to work on a holiday, he/she shall be paid time and one-half (1½) his/her regular straight time hourly rate for all hours so worked.
- b) In addition to holiday pay, where an employee is not scheduled to work but is called in on a holiday, he/she shall be paid double time (x2) at his/her regular hourly rate for all hours worked.

25.05 There shall be no pyramiding or duplication of this benefit.

## **ARTICLE 26 – VACATIONS**

26.01 Annual leave for full-time permanent employees shall be based on earned credits as follows:

- a) Less than two years - 5/6 working days for each month of employment (ten (10) working days per year).
- b) Commencing the third year of employment - 1 1/4 working days for each month of employment (fifteen (15) working days per year).
- c) Commencing the eighth year of employment - 1 2/3 working days for each month of employment (twenty (20) working days per year).
- d) Commencing the fifteenth year of employment - 2 1/12 working days for each month of employment (twenty-five (25) working days per year).
- e) Commencing the twenty-fifth year of employment - 2 1/2 working days for each month of employment (thirty (30) working days per year).

Annual vacation credits shall be granted on January 1<sup>st</sup> of each calendar year. It is understood that employees who resign, retire or otherwise leave the employment of the Employer shall have their vacation credits pro-rated in accordance with the time worked in the vacation year of leaving. Adjustments shall be made as necessary to the employee's final pay for any vacation credits used in excess of earned credits. In the event that the vacation credit reimbursement amount is in excess of the amount of the final pay the employee will reimburse the Employer within fourteen (14) days of the date of termination.

26.02 An employee may accumulate vacation credits equal to his/her annual accrual, under special circumstances and with the approval of an employee's manager and the Chief Administrative Officer, may carry them over to the next year.

26.03 If a paid holiday falls or is observed during an employee's vacation period, he/she shall be granted an additional day of vacation with pay for each holiday in addition to his/her regular vacation time.

- 26.04 Where an employee qualifies for sick leave, bereavement, or any other approved leave during his/her period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the employee's option.
- 26.05 No employee shall be required to work during his/her scheduled vacation period. However, should an employee agree to work when requested during their scheduled vacation, they shall be paid at double their regular rate of pay. It is understood that the vacation hours worked by the employee will be reinstated.
- 26.06 Vacations shall be scheduled by agreement of employees and the Employer and subject to operational requirements.

## **ARTICLE 27 - BENEFITS**

- 27.01 An employee is entitled to receive coverage under the Employee Group Insurance Plan. The premiums are paid 100% by the Employer.
- 27.02 The employee shall receive the following coverage:
- (a) Optional: Long Term Disability  
Life Insurance Policy (2 times annual salary)  
Spousal and Dependant Life Insurance (\$2000 & \$1000 respectively).  
Semi-Private Hospitalization Coverage
  - (b) Mandatory: (with Life Insurance)  
Accidental Life & Dismemberment
  - (b) Optional at Additional Cost:  
  
Employees are entitled to purchase additional Life Insurance in \$10,000 increments at 100% of the premiums.
- 27.03 (a) An employee is entitled to receive coverage under the Self Insured Health-Care Plan for devices or services prescribed by a licensed, certified or registered medical practitioner and ambulance transportation. It is understood that the vision care plan includes one eye examination per year and/or additional examinations if prescribed by a physician. The Employer shall rebate 100% to an employee of the cost upon submission of an original receipt. All claims shall remain confidential.

The Employer will agree to include in the list of medical services covered under the Self Insured Group Insurance Plan, the following services prescribed or recommended by a medical practitioner:

- Smoking Cessation
- Weight Control
- Stress Management
- Counselling Services

## Health Risk Appraisals

(b) An employee is entitled to receive up to the amount listed below annually per family or single employee:

Starting January 1, 2022 – amount increased to \$4,250

Starting January 1, 2023 – amount increased to \$4,500

Starting January 1, 2024 – amount increased to \$5,000

Starting January 1, 2025 – amount increased to \$5,250

(c) The Employer shall issue the rebates on a quarterly basis or at the Treasurer's discretion.

27.04 In addition to the Canada Pension Plan, every full-time employee shall join the Ontario Municipal Employees' Retirement Plan in accordance with the Employer's policy. The Employer and the employees shall make contributions in accordance with the provisions of the Plan.

### 27.05 Benefit Coverage/Early Retirement

Pursuant to the terms of the Collective Agreement and the existing Employee Group Insurance Plan, employees are entitled to Benefits for so long as they are classified as "employee" of Tay Valley Township. The Employer agrees that in certain circumstances, where an employee chooses to take early retirement before age 65, the Employer will consider the extension of Benefits under Article 27 – Benefits, of the Collective Agreement, during the period between the date of the employee's voluntary retirement and age 65.

The extension of benefit coverage to an employee who elects to take voluntary retirement shall be at the sole discretion of the Employer and shall be subject to a consideration of all relevant factors including, but not limited to:

- i the employee's age at retirement and the anticipated cost to the Employer;
- ii the availability of benefit coverage for a retired employee under the terms of any of the Township's 3<sup>rd</sup> party benefit plans;
- iii the availability of any other benefit coverage (i.e. spousal benefits or benefits from another employer) to a retired employee; and
- iv the commencement of new employment by the retired employee.

27.06 An employee is entitled to receive coverage under the Employee and Family Assistant Program (EFAP). The premiums are paid 100% by the Employer.

## **ARTICLE 28 – SALARIES**

28.01 The Employer shall pay the salaries set out in Schedule "A" attached hereto and forming part of this Agreement.



- 28.02 The Employer shall pay salaries bi-weekly. Employees shall be provided with an itemized statement of his/her wages, overtime, and other supplementary pay and deductions.
- 28.03 An employee, promoted or reclassified to a higher paying position shall receive the next higher rate of pay in the new classification for the time he/she performs that job. The date of the promotion to the new classification shall become the anniversary date for the application of salary progression with the salary scale.
- 28.04 When an employee temporarily relieves in or performs the principal duties of a higher paying position for four (4) full working days or more, he/she shall receive the next higher rate of pay of the job being performed for the duration of the assignment. This Article shall not apply to temporary assignments where an employee is temporarily assigned to perform the duties and responsibilities of another employee who is on vacation.
- 28.05 The effective date for implementation of an employee's salary increment within a pay range shall be effective on the anniversary of the employee's appointment subject to a successful performance appraisal.

Every employee shall be granted salary increments on his/her salary increment date until he/she reaches the maximum rate in the range of rates for the classification level to which he/she is appointed.

- 28.06 All employees are entitled to receive their salary increments as set out in the salary scale (Schedule "A") effective on their anniversary date in accordance with Article 28.05. Should the employer not complete a performance appraisal within two (2) weeks prior to the anniversary date, the increment is automatic.

#### **ARTICLE 29 - PROVISIONS APPLICABLE TO PART-TIME EMPLOYEES**

- 29.01 Provisions of this Agreement that apply to part-time employees are as outlined in Schedule "B" attached hereto.

#### **ARTICLE 30 - PROVISIONS APPLICABLE TO TEMPORARY/CONTRACT & CASUAL EMPLOYEES**

- 30.01 Provisions of this Agreement that apply to temporary/contract and casual employees are as outlined in Schedule "C" attached hereto.

## **ARTICLE 31 – GENERAL**

- 31.01 Where the singular or feminine is used in this Agreement, it shall be considered as if the plural or masculine had been used where the context so requires.
- 31.02 An employee shall not be disciplined or counselled with respect to an alleged violation of any policy or procedure which has not been brought to his/her attention.
- 31.03 For purposes of Article 24.01, the Employer will provide a meal allowance of \$10.00 – Breakfast, \$15.00 – Lunch, \$25.00 – Supper.

When an employee is required to attend an out-of-town conference, training session or other Employer approved business, the employee shall receive the same meal allowance as councillors and non-union employees as per the Township policy.

- 31.04 The Employer agrees that persons not covered by the terms of this agreement will not perform duties normally assigned to persons within the bargaining unit. However, when bargaining unit employees are not available an exception may be made.

### 31.05 Personal Vehicle

Employees required to use their personal vehicle in the performance of duties for the Employer, shall be reimbursed mileage at the same rate approved by Council for councillors and non-union employees from time to time.

### 31.06 Legal Protection

Legal protection for employees will be provided as per the Employers policy.

### 31.07 Safety Equipment

As operationally required, on an annual basis the Employer will supply the following safety equipment:

- hard hats
- safety rubber boots and/or C.S.A. approved boots (to a maximum of \$250 per year)
- Five (5) safety shirts
- Winter and summer work gloves
- One (1) insulated parka and one (1) non-insulated bomber jacket (or one (1) all-season jacket in lieu of both)
- Coveralls (one set per employee)
- Hearing protection
- Safety glasses

This equipment shall only be replaced on showing proof of the worn out garment.

In addition, the Employer shall issue on an as needed basis for specific jobs the following pooled items:

Rubber gloves  
Chainsaw safety gear

Hip Waders  
Insect Repellent

Sunscreen

The Employer shall determine the style, sizes and number of “pooled” items taking into account the health and safety of the employees. Employees shall return these items to the pool upon completion of the assigned job.

#### 31.08 Damage to Personal Property

It is agreed that employees will be reimbursed for reasonable costs associated with damage to personal property that occurs in the performance of their regular duties on behalf of the Township, except where such damage resulted directly or indirectly from the wilful misconduct, gross negligence or any illegal activity of the employee as defined by the Criminal Code. Claims for personal injury or damage to property which are not covered by Workplace Safety Insurance Board, the Employee Group Benefits or the Township's Liability Insurance will be a matter of consideration for reimbursement by the Employer provided the incident has been reported to the police authorities. Employees are expected to exercise good judgement in the areas of program and activity functions.

#### 31.09 Waste Disposal Site Attendants

If any employee holding a position classification of “Truck Driver/Operator” is assigned to perform the duties of a Waste Disposal Site Attendant” he/she will receive the current compensation in force at the time for the position of “Waste Disposal Site Attendant” referenced in the collective agreement effective at that time.

It is further understood, in regards to the Tay Valley Waste Disposal Site on Harper Road (Adjacent to the Township Offices and Garages) that from time to time the waste/garbage and recyclable material will need to be compacted in the containers within this site to ensure maximum content within the containers before shipping.

The Employer will supply a backhoe at this location, as required.

The “Waste Disposal Site Attendants” will have the added responsibility of operating the backhoe for waste site related duties.

#### 31.10 Volunteer Firefighters

The Employer will make reasonable efforts to allow Employees who are volunteer firefighters to leave work to respond to an emergency response call. The parties acknowledge that the Employee’s primary responsibility is to carry out his/her normal job duties. An Employee will not leave work to respond to an emergency call if doing so would endanger the health and safety of a fellow Employee or member of the public. An Employee who leaves work to respond to an emergency call shall inform his/her supervisor and provide an estimate of the length of his/her absence when the Employee arrives at the emergency scene. An Employee whose responsibilities will extend into the start of his/her scheduled shift shall notify his/her supervisor prior to the start of the shift that he/she shall not be available for work and shall provide an

estimate of the time when he/she expects to be available to return to work.

Employees will be allowed to attend an emergency response call without loss of pay for the first shift or portion thereof missed, provided that the Employee returns to his/her regular scheduled shift if his/her volunteer firefighter responsibilities are completed before the end of the scheduled shift.

If the Employee's volunteer firefighter responsibilities extend beyond the end of his/her scheduled shift, the Employee shall report for work for his/her next scheduled shift if his/her volunteer firefighter responsibilities are completed at least eight (8) hours prior to the commencement of that shift. If his/her responsibilities extend to within eight (8) hours of the start of his/her next shift, the Employee shall report for work for any portion of the shift that allows the Employee a break of eight (8) hours following the completion of his/her volunteer firefighter responsibilities. The Employee shall be paid his/her regular wages for the portion of that shift that occurs within the eight (8) hour break period. An Employee will be allowed to attend an emergency response call that extends beyond one full shift, without loss of pay, if the emergency call is within Tay Valley Township, the Township of Drummond/North Elmsley and/or if required for a mutual aid call.

An Employee who responds to an emergency response call within Tay Valley Township, the Township of Drummond/North Elmsley and/or a mutual aid call outside his/her regular scheduled shift shall be allowed to attend the emergency response call without loss of pay under the following conditions:

- (a) If the Employee completes his/her volunteer firefighter duties in less than three (3) hours the Employee shall report for work at his/her next scheduled shift if such duties are completed prior to the commencement of the shift, or shall report to work for the balance of his/her shift if such duties are completed during the shift.
- (b) If the Employee's volunteer firefighter duties extend beyond three (3) hours the Employee shall report for work at the commencement of his/her next scheduled shift if his/her duties are completed at least eight (8) hours prior to the commencement of that shift.

## **ARTICLE 32 - HEALTH & SAFETY**

32.01 The Employer shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. Such steps shall include the safety concerning road construction as set by any/all Legislation and Regulations.

### 32.02 Modified Work Policy

The Employer undertakes to provide meaningful employment for both permanently and temporarily disabled employees, thereby returning valuable human resources, benefits, and productivity to the Employer.

The parties agree to establish a consultative process to expedite the establishment of a "Modified Work" program.

The Employer agrees to make every reasonable effort to provide suitable modified work to any employee who is unable to perform his/her essential duties as a consequence of disability.

The Union agrees to counsel its members on the benefits of co-operating in a "Modified Work" program.

**ARTICLE 33 - DURATION**

33.01 This Agreement shall be binding and take effect from the 1<sup>st</sup> day of November, 2021, and shall remain in effect until the 31<sup>st</sup> day of October, 2025; except that the salaries provided for in Schedule 'A' (Wages to Collective Agreement) shall be effective January 1, 2022. This agreement shall be renewed from year to year thereafter, unless either party gives notice to the other party, in writing, within ninety (90) days prior to the expiration date, as to its desire to terminate the Agreement, or of its desire to modify or amend any section or provision thereof.

Where notice to amend the Agreement is given, the provisions of the Agreement shall continue in force until the new agreement is signed, and the right to strike or lockout occurs, whichever occurs first.

DATED at Tay Valley Township , this \_\_\_\_ day of \_\_\_\_\_, 2021.

**FOR THE EMPLOYER:**

**FOR THE UNION:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TAY VALLEY TOWNSHIP  
OPSEU COLLECTIVE  
AGREEMENT  
2022 - 2025 Inclusive**

**SCHEDULE "A" - WAGES**

CLASSIFICATION	EFFECTIVE DATE	%	STEP	STEP	STEP	STEP
			1	2	3	4
		2.2				
Lead Hand	Jan 1/22	5	28.31	29.35	30.40	31.45
	Jan 1/23	2	28.87	29.94	31.01	32.08
	Jan 1/24	2	29.45	30.54	31.63	32.72
	Jan 1/25	2	30.03	31.14	32.26	33.37
		2.2				
Heavy Equipment Operator	Jan 1/22	5	25.44	26.38	27.33	28.27
	Jan 1/23	2	25.96	26.92	27.88	28.84
	Jan 1/24	2	26.48	27.46	28.44	29.42
	Jan 1/25	2	27.01	28.01	29.01	30.01
		2.2				
Administrative Assistant (Corporate, Finance, Planning, Public Works)	Jan 1/22	5	24.92	25.84	26.77	27.69
	Jan 1/23	2	25.42	26.36	27.30	28.24
	Jan 1/24	2	25.92	26.88	27.84	28.80
	Jan 1/25	2	26.44	27.42	28.40	29.38
		2.2				
Waste Disposal Site Attendant	Jan 1/22	5	24.90	25.82	26.75	27.67
	Jan 1/23	2	25.40	26.34	27.28	28.22
	Jan 1/24	2	25.90	26.86	27.82	28.78
	Jan 1/25	2	26.42	27.40	28.38	29.36
		2.2				
Truck Driver/Operator	Jan 1/22	5	24.31	25.21	26.11	27.01
	Jan 1/23	2	24.80	25.71	26.63	27.55
	Jan 1/24	2	25.29	26.23	27.16	28.10
	Jan 1/25	2	25.79	26.75	27.71	28.66

## **SCHEDULE "B"**

### **PROVISIONS APPLICABLE TO PART-TIME EMPLOYEES**

The parties agree that all of the provisions of the Collective Agreement shall apply to all Part-Time employees on a pro-rated basis with the exception of Articles 11.01 (Seniority), 12.01 (Probation), 21.02 (Hours of Work), 24.01 (Holidays), 25.01 (Vacation), 27.05 (Salaries), and 29.07 (Safety Equipment) which are provided for below:

#### Probation:

Newly hired Part-time employees shall be on probation for a period of up to 480 working hours from the date of hiring, during which time he/she may be released at the discretion of the Employer. During the probationary period, the Part-time employee shall be entitled to all rights and benefits of this Agreement enjoyed by other Part-time employees. Upon completion of the probationary period, seniority shall be effective from the original date of employment.

#### Seniority:

Seniority is defined as the length of service based on regular hours worked with the Township. Length of service will be calculated on the basis of hours worked for the Township. In both cases, all time served by an employee with the amalgamating Township prior to the amalgamation shall be included.

Where an employee transfers from part-time to full-time service, he/she will receive seniority based on actual hours worked during his/her part-time service. A Part-time employee will be credited with one (1) year of seniority for every 1,820 hours worked as per the 35 hr/wk schedule, or 2080 hours worked for the 40 hr./wk schedule. A full-time employee transferring to part-time service will carry his/her seniority to the part-time list on the basis of 1820 hours for every one year of service for the 35 hr/wk and 2080 hours equals one (1) year for 40 hr/wk.

#### Hours of Work:

The regularly scheduled hours of work for a part-time position shall be determined by the Employer, provided that they are less than twenty-seven (27) hours per week.

#### Holidays:

Part-time employees shall be entitled to the holidays as listed in Article 24.01.

#### Vacations:

Part-time employees will receive a percentage of vacation pay consistent with the rate applicable to full-time employees.

Salaries:

Part-time employees shall be granted salary increments after every 1,820 hours worked as per the 35 hour/week schedule, or 2,080 hours worked as per the 40 hour/week schedule.

Safety Equipment:

Newly hired part-time employees, as operationally required, shall be provided the following safety equipment:

- hard hat
- safety glasses
- hearing protection
- winter and/or summer work gloves
- safety vest

Once a part-time employee works 480 hours, the employee shall be entitled to:

- safety rubber boots and/or CSA approved boots (to a maximum of \$170)
- three (3) safety shirts
- one (1) insulated parka or one (1) non-insulated bomber jacket or one (1) all-season jacket
- coveralls (one set per Employee)

This equipment shall only be used for work purposes and shall not be used for personal purposes or at other places of employment.

This equipment shall only be replaced on showing proof of the worn out garment.



## **SCHEDULE "C"**

### **PROVISIONS APPLICABLE TO TEMPORARY/CONTRACT & CASUAL EMPLOYEES**

The parties agree that the following Articles shall apply to Temporary/Contract employees: Article 1 through 10 inclusive, 12, 13, 15, 16, 17, 18, 21, 22, 23, 27, 29, 30, 31.

Casual employees are entitled to the provisions of Articles 1 through 10 inclusive, 13, 17, 21, 23, 27, 29, 30 and 31, with the exception of Articles 21.02 (Hours of Work) and 27.05 (Salaries).

#### **Probation:**

Casual employees shall be on probation for a period of 320 hours from the date of hiring, during which time he/she may be released at the discretion of the Employer. During the probationary period, the Casual employee shall be entitled to all rights and benefits of this Agreement enjoyed by other Casual employees. Upon completion of the probationary period, seniority shall be effective from the original date of employment.

#### **Pregnancy/Parental Leave:**

Pregnancy and Parental leaves will be granted to employees under the terms of the Employment Standards Act.

#### **Holidays:**

Temporary/Contract employees shall be entitled to the holidays as listed in Article 24.01.

Casual employees shall be entitled to the holidays as provided for in the Employment Standards Act.

#### **Vacations:**

Employees shall receive four percent (4%) of gross pay in lieu of vacation leave with pay.

Upon the completion of five (5) calendar years of service, the employee will receive six percent (6%) of gross pay in lieu of vacation leave with pay.

#### **Benefits:**

Employees shall receive twelve percent (12%) of gross pay in lieu of insured benefits.

#### **Seniority:**

Temporary/Contract and Casual employees will have seniority within the bargaining unit for the length of unbroken service with the Employer; including time prior to amalgamation. For the purposes of applying for job vacancies, seniority shall accrue from the date of first contract based on original date of hire.

For Casual employees, seniority is defined as the length of service based on hours worked

with the Township.

#### Hours of Work:

There are no regularly scheduled hours of work for a casual position. When the employee's services are required he/she will be contacted by the Employer.

#### Overtime:

For Casual employees, because there are no regularly scheduled hours of work overtime will only be paid when an employee has worked in excess of an eight hour shift or more than forty (40) hours in a pay period.

#### Salaries:

Casual employees shall be granted salary increments after every 1,820 hours worked as per the 35 hour/week schedule, or 2,080 hours worked as per the 40 hour/week schedule.

#### Safety Equipment:

Newly hired Casual employees, as operationally required, shall be provided the following safety equipment:

- hard hat
- safety glasses
- hearing protection
- winter and/or summer work gloves

Once a Casual Employee has worked 320 hours, the Employee shall be entitled to:

- safety rubber boots and/or CSA approved boots (to a maximum of \$170)
- one (1) safety shirt
- one (1) insulated parka or one (1) non-insulated bomber jacket or one (1) all-season jacket

This equipment shall only be used for work purposes and shall not be used for personal purposes or at other places of employment.

This equipment shall only be replaced on showing proof of the worn-out garment.

# THE CORPORATION OF TAY VALLEY TOWNSHIP

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## BY-LAW NO. 2021-062

### A BY-LAW TO ADOPT THE ESTIMATES FOR THE SUMS REQUIRED FOR MUNICIPAL PURPOSES FOR THE YEAR 2022

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**WHEREAS**, Section 290 of the *Municipal Act, 2001*, S.O. 2001, Chapter 25, as amended, provides that a local municipality shall, in the year or the immediately preceding year, prepare and adopt a budget including estimates of all sums required during the year for the purposes of the municipality;

**NOW THEREFORE BE IT RESOLVED THAT**, the Council of the Corporation of Tay Valley Township enacts as follows:

**1. GENERAL REGULATIONS**

**1.1 THAT**, the 2022 Budget, including revenue and expenditure estimates for the year, attached hereto as Schedule "A", is hereby adopted.

**2. ULTRA VIRES**

Should any sections of this by-law, including any section or part of any schedules attached hereto, be declared by a court of competent jurisdiction to be ultra vires, the remaining sections shall nevertheless remain valid and binding.

**3. EFFECTIVE DATE**

ENACTED AND PASSED this 14<sup>th</sup> day of December, 2021.

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**Brian Campbell, Reeve**

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**Amanda Mabo, Clerk**

**THE CORPORATION OF TAY VALLEY TOWNSHIP  
BY-LAW NO. 2021-062**

**Schedule "A"**

<b>TAY VALLEY TOWNSHIP</b>					
<b>2022 OPERATING AND CAPITAL BUDGET</b>					
<b>SUMMARY</b>					
	<b>2021 BUDGET</b>	<b>2022 BUDGET</b>	<b>BUDGET CHANGES</b>		
			<b>\$</b>	<b>%</b>	
<b>EXPENDITURES:</b>					
General Government	1,209,606	1,331,344	121,738	11.64%	
Protection Services	1,988,975	2,049,705	60,730	3.20%	
Transportation Services	1,669,457	1,679,750	10,293	0.64%	
Environmental Services	713,415	725,500	12,085	1.69%	
Health Services		10,000	10,000		
Recreation, Cultural & Social Services	491,040	486,750	(4,290)	(0.90%)	
Planning & Development	286,085	277,685	(8,400)	(3.03%)	
Transfers to Reserves	1,158,464	1,181,633	23,169	2.03%	
Debt Financing	138,100	143,700	5,600	8.87%	
	<b>7,655,142</b>	<b>7,886,067</b>	<b>230,925</b>	<b>3.12%</b>	
<b>REVENUES:</b>					
Grants	810,700	821,200	10,500	1.24%	
Fees & Service Charges	186,048	199,175	13,127	7.99%	
Other Revenue	635,346	636,366	1,020	0.16%	
	<b>1,632,094</b>	<b>1,656,741</b>	<b>24,647</b>	<b>1.56%</b>	
<b>INFRASTRUCTURE REPLACEMENT:</b>					
Capital Program	1,930,868	3,179,373	1,248,505	34.95%	
Transfers from Reserves	(1,784,590)	(2,756,325)	(971,735)	42.03%	
Grants	(146,278)	(423,048)	(276,770)	22.53%	
New Financing	-	-	-		
<i>From Current Year Levy</i>	-	-	-	0.00%	
<b>TAX LEVY</b>	<b>6,023,048</b>	<b>6,229,326</b>	<b>206,278</b>	<b>3.42%</b>	
			Operational Increase	177,509	2.95%
			Reserve/Capital Increase	23,169	0.38%
			Debt Financing	5,600	0.09%
<b>Total Levy Increase</b>					<b>3.42%</b>

<b>TAY VALLEY TOWNSHIP</b>					
<b>2022 OPERATING AND CAPITAL BUDGET</b>					
<b>DETAILED EXPENDITURES</b>					
				2021	2022
				BUDGET	BUDGET
<b>GENERAL GOVERNMENT:</b>					
<i><b>Governance -</b></i>					
	Council				
		Honorariums & benefits		146,100	149,000
		Training, seminars & conferences		9,000	9,000
		Travel Expenses, mileage		6,000	5,000
		Contracted Services (Integrity Comm, Closed Meeting Invest)		2,500	2,500
		Supplies, materials, cell phone, internet		7,000	7,000
				<b>170,600</b>	<b>172,500</b>
	Elections				
		Contracted services		1,552	30,000
		Advertising		0	4,000
		Other		2,500	6,000
				<b>4,052</b>	<b>40,000</b>
	Community Relations				
		Grants, contributions & donations		15,700	15,000
		Hospital contribution		67,944	67,944
		Promotional Materials, advertising		5,000	4,000
				<b>88,644</b>	<b>86,944</b>
	Appreciation Dinners				
		Food & other supplies		1,000	7,000
	200th Anniversary Bursary				
		Bursary & Transfer		1,000	1,000
		<b>Total Governance</b>		<b>265,296</b>	<b>307,444</b>
<i><b>Corporate Management -</b></i>					
	Administration				
		Salaries & benefits		642,350	732,000
		Office supplies, materials & equipment		15,000	14,000
		Phones, fax and courier		6,450	7,000
		Postage		16,000	17,000
		Advertising		7,000	5,000
		Travel expenses, mileage		2,000	1,000
		Photocopier & other equipment maintenance		11,000	10,000
		Training, seminars & conferences		13,500	10,000
		Association memberships & subscriptions		9,665	8,500
		Bad debts & tax write-off allowance		2,500	1,000
		GIS services		3,400	3,500
		Bank charges		6,000	6,500
		Other contracted services		3,400	3,500
		Other expenses		2,230	2,500
		COVID expenses			0
				<b>740,495</b>	<b>821,500</b>
	Contracted Services				
		Legal		55,115	50,000
		Audit & financial		17,000	17,000
		Other		4,000	4,500
		Insurance		39,750	41,800
				<b>115,865</b>	<b>113,300</b>

<b>TAY VALLEY TOWNSHIP</b>					
<b>2022 OPERATING AND CAPITAL BUDGET</b>					
<b>DETAILED EXPENDITURES</b>					
				<b>2021</b>	<b>2022</b>
				<b>BUDGET</b>	<b>BUDGET</b>
		Computer Services			
		Maintenance, support & licenses, backup server		<b>28,000</b>	<b>32,000</b> <span style="color: red;">▲</span>
		Website maintenance & support		<b>7,500</b>	<b>7,500</b>
		Internet		<b>3,500</b>	<b>3,500</b>
		Misc. hardware and software		<b>2,000</b>	<b>2,000</b>
				<b>41,000</b>	<b>45,000</b>
		Township Office Building			
		Labour		<b>1,000</b>	<b>500</b>
		Security services		<b>850</b>	<b>850</b>
		Water testing		<b>400</b>	<b>400</b>
		Caretaker services		<b>14,000</b>	<b>12,000</b>
		Repairs, maintenance & other		<b>10,000</b> <span style="color: red;">▲</span>	<b>10,000</b>
		Rug rentals		<b>3,700</b>	<b>3,500</b>
		Grounds maintenance		<b>500</b>	<b>2,000</b> <span style="color: red;">▲</span>
		Hydro		<b>5,900</b>	<b>5,000</b>
		Natural gas		<b>4,250</b>	<b>3,500</b>
		Other		<b>1,000</b>	<b>1,000</b>
				<b>41,600</b>	<b>38,750</b>
	**	Land sale for tax arrears**		<b>5,000</b>	<b>5,000</b>
		Records Management (RM)			
		RM Initiatives		<b>350</b>	<b>350</b>
		<b>Total Corporate Management</b>		<b>944,310</b>	<b>1,023,900</b>
		<b>Total General Government</b>		<b>1,209,606</b>	<b>1,331,344</b>

<b>TAY VALLEY TOWNSHIP</b>					
<b>2022 OPERATING AND CAPITAL BUDGET</b>					
<b>DETAILED EXPENDITURES</b>					
				2021	2022
				<b>BUDGET</b>	<b>BUDGET</b>
<b>PROTECTION SERVICES:</b>					
<b><i>Fire Services -</i></b>					
		Transfer to DNETVT Fire Rescue (SS reserve)		77,300	82,300
		Transfer from Development Charges		0	
		Cost-shared Fire Department		560,657	614,430
		ABC Hall rent		1,200	1,200
		<b>Total Fire Services</b>		<b>639,157</b>	<b>697,930</b>
<b><i>Police Services -</i></b>					
		Ontario Provincial Police contract		1,044,175	1,035,200
		RIDE Program		6,630	6,500
				<b>1,050,805</b>	<b>1,041,700</b>
		Police Services Board			
		Honorariums		2,000	2,000
		Training, seminars & conferences		3,750	3,750
		Mileage		1,000	1,000
		Office supplies, materials & equipment		1,900	1,900
		PSB - Annual Soccer Game		0	
		Association memberships		850	850
				<b>9,500</b>	<b>9,500</b>
		<b>Total Police Services</b>		<b>1,060,305</b>	<b>1,051,200</b>
<b><i>Building Inspection Services -</i></b>					
		Salaries & benefits		122,800	131,900
		Legal services		2,500	2,500
		Cellular phone		1,000	1,000
		Training, seminars & conferences		2,500	2,500
		GIS services		4,700	5,000
		Contracted inspection services		2,000	2,000
		Membership fees		600	500
		Vehicle fuel		1,500	1,500
		Vehicle maintenance		2,000	1,000
		Insurance		935	500
		Office supplies, materials & equipment		500	500
		<b>Total Building Inspection Services</b>		<b>141,035</b>	<b>148,900</b>
<b><i>Conservation Authorities -</i></b>					
		Mississippi Valley		21,116	21,300
		Rideau Valley		47,462	48,400
		<b>Total Conservation Authorities</b>		<b>68,578</b>	<b>69,700</b>
<b><i>Other Protection Services -</i></b>					
<b><i>Emergency Measures</i></b>					
		Training, seminars & conferences		500	1,000
		Equipment, supplies & other		1,000	500
				<b>1,500</b>	<b>1,500</b>

<b>TAY VALLEY TOWNSHIP</b>					
<b>2022 OPERATING AND CAPITAL BUDGET</b>					
<b>DETAILED EXPENDITURES</b>					
				<b>2021</b>	<b>2022</b>
				<b>BUDGET</b>	<b>BUDGET</b>
**	<i>Civic Addressing</i>				
		Labour		3,000	4,300
		Materials		500	1,000
				<b>3,500</b>	<b>5,300</b>
**	<i>Risk Management Officer (Source Water)</i>			<b>0</b>	<b>0</b>
	<i>Animal Control</i>				
		WSIB		275	275
		Animal Control Officer		7,725	7,500
		Animal pound services		3,000	2,000
		Mileage		800	800
		Insurance and other		1,000	1,000
				<b>12,800</b>	<b>11,575</b>
**	<i>Livestock Losses</i>				
		Loss compensation		6,000	5,000
		Livestock valuator		1,900	1,000
		Mileage		100	100
		Supplies		100	0
				<b>8,100</b>	<b>6,100</b>
	<i>Property Safety Enforcement / By-Law Enforcement</i>			<b>4,000</b>	<b>4,500</b>
	<i>Source Water Protection</i>			<b>0</b>	
**	<i>Septic Inspections</i>			<b>35,000</b>	<b>40,000</b>
**	<i>Septic Re-inspection Program</i>			<b>15,000</b>	<b>13,000</b>
	<b>Total Other Protection Services</b>			<b>79,900</b>	<b>81,975</b>
	<b>Total Protection Services</b>			<b>1,988,975</b>	<b>2,049,705</b>



<b>TAY VALLEY TOWNSHIP</b>					
<b>2022 OPERATING AND CAPITAL BUDGET</b>					
<b>DETAILED EXPENDITURES</b>					
				<b>2021</b>	<b>2022</b>
				<b>BUDGET</b>	<b>BUDGET</b>
<b>TRANSPORTATION SERVICES:</b>					
<i>Public Works Overhead -</i>					
<b>Public Works Administration</b>					
		Administration			
		Salaries & benefits		<b>345,000</b>	<b>350,000</b>
		Legal services		<b>0</b>	
		Cell phones		<b>6,200</b>	<b>6,200</b>
		Advertising		<b>1,100</b>	<b>1,100</b>
		Training, seminars & conferences		<b>9,000</b>	<b>9,000</b>
		GIS		<b>2,400</b>	<b>3,000</b>
		Other Contracted Services		<b>10,150</b>	<b>7,000</b>
		Mileage		<b>200</b>	<b>200</b>
		Association memberships		<b>2,100</b>	<b>2,300</b>
		Other		<b>1,000</b>	<b>1,000</b>
		Insurance - property, liability, etc.		<b>22,365</b>	<b>32,000</b>
				<b>399,515</b>	<b>411,800</b>
		McVeigh Gravel Pit Operations			
		Labour		<b>200</b>	<b>200</b>
		Licence		<b>200</b>	<b>400</b>
				<b>400</b>	<b>600</b>
		Roads Patrol		<b>10,000</b>	<b>8,000</b>
		Health & Safety Equipment		<b>7,500</b>	<b>7,500</b>
		<b>Total Public Works Administration</b>		<b>417,415</b>	<b>427,900</b>
		<b>Garages &amp; Yards Maintenance</b>			
		Bathurst (Glen Tay) Garage			
		Labour		<b>7,000</b>	<b>8,000</b>
		Telephone		<b>0</b>	
		Building repairs & maintenance		<b>5,000</b>	<b>4,000</b>
		Other contracted services		<b>0</b>	<b>0</b>
		Shop supplies & small tools		<b>2,500</b>	<b>2,500</b>
		Hydro		<b>3,900</b>	<b>3,900</b>
		Natural gas		<b>3,200</b>	<b>3,200</b>
		Other		<b>300</b>	<b>1,000</b>
				<b>21,900</b>	<b>22,600</b>
		Burgess Garage			
		Labour		<b>5,000</b>	<b>7,000</b>
		Telephone		<b>0</b>	
		Building repairs & maintenance		<b>6,000</b>	<b>4,000</b>
		Other contracted services		<b>0</b>	
		Shop supplies & small tools		<b>1,500</b>	<b>1,500</b>
		Hydro		<b>2,450</b>	<b>2,450</b>
		Heating fuel		<b>6,500</b>	<b>6,500</b>
		Other		<b>200</b>	<b>200</b>
				<b>21,650</b>	<b>21,650</b>

<b>TAY VALLEY TOWNSHIP</b>					
<b>2022 OPERATING AND CAPITAL BUDGET</b>					
<b>DETAILED EXPENDITURES</b>					
				2021	2022
				<b>BUDGET</b>	<b>BUDGET</b>
		Sherbrooke Garage			
			Labour	600	600
			Telephone	0	
			Building repairs & maintenance	1,000	1,000
			Other contracted services	0	
			Hydro	1,200	1,200
			Heating fuel	0	
				<b>2,800</b>	<b>2,800</b>
			<b>Total Garages &amp; Yards Maintenance</b>	<b>46,350</b>	<b>47,050</b>
		<b>Vehicles &amp; Equipment Maintenance</b>			
			Labour	17,237	24,900
			Other Contracted Services	1,000	1,000
			Fuel	77,600	90,300
			Oil, lubricants, coolant, etc.	2,500	2,500
			Fleet licences	14,500	13,500
			Repair parts	24,200	23,300
			Garage time & materials	82,550	74,900
			Blades & cutting edges	5,000	5,000
			Other	0	0
			Minor equipment & tools	1,500	1,500
			Insurance	12,100	8,000
			<b>Total Vehicles &amp; Equipment Maintenance</b>	<b>238,187</b>	<b>244,900</b>
		<b>Total Public Works Overhead</b>		<b>701,952</b>	<b>719,850</b>
		<b>Roadways Maintenance -</b>			
		<b>Bridges &amp; Culverts</b>			
		Bridge & Culvert Maintenance			
			Labour	8,000	10,000
			Engineering fees	0	9,600
			Materials	25,000	18,400
				<b>33,000</b>	<b>38,000</b>
		Water Level Control			
			Labour	5,000	4,000
			Equipment rentals	300	300
			Contracted services	5,000	5,500
			Materials	500	500
				<b>10,800</b>	<b>10,300</b>
			<b>Total Bridges &amp; Culverts</b>	<b>43,800</b>	<b>48,300</b>
		<b>Roadside Maintenance</b>			
		Mowing			
			Labour	20,370	10,000
			Equipment & operator rentals	0	
				<b>20,370</b>	<b>10,000</b>

<b>TAY VALLEY TOWNSHIP</b>					
<b>2022 OPERATING AND CAPITAL BUDGET</b>					
<b>DETAILED EXPENDITURES</b>					
				<b>2021</b>	<b>2022</b>
				<b>BUDGET</b>	<b>BUDGET</b>
		Brushing			
			Labour	<b>10,000</b>	<b>20,000</b>
			Equipment rentals	<b>11,935</b>	<b>15,000</b>
				<b>21,935</b>	<b>35,000</b>
		Ditching			
			Labour	<b>12,000</b>	<b>18,000</b>
			Equipment rentals	<b>0</b>	
			Contracted Services	<b>5,000</b>	<b>12,000</b>
				<b>17,000</b>	<b>30,000</b>
		Litter Pick-up			
			Labour	<b>1,000</b>	<b>1,000</b>
			<b>Total Roadside Maintenance</b>	<b>60,305</b>	<b>76,000</b>
		<b>Hardtop Maintenance</b>			
		Paved Road Crack Sealing			
			Contracted Services	<b>15,000</b>	<b>0</b>
		Line Painting			
			Contracted services	<b>22,100</b>	<b>22,100</b>
				<b>22,100</b>	<b>22,100</b>
		Street Cleaning			
			Labour	<b>3,250</b>	<b>3,250</b>
			Contracted services	<b>500</b>	<b>500</b>
				<b>3,750</b>	<b>3,750</b>
		Surface & shoulder maintenance			
			Labour	<b>33,000</b>	<b>32,000</b>
			Equipment rentals	<b>0</b>	<b>750</b>
			Materials & Other	<b>15,000</b>	<b>15,000</b>
				<b>48,000</b>	<b>47,750</b>
			<b>Total Hardtop Maintenance</b>	<b>88,850</b>	<b>73,600</b>
		<b>Loosetop Maintenance</b>			
		Patching & Washouts			
			Labour	<b>8,000</b>	<b>7,000</b>
			Materials	<b>15,000</b>	<b>10,000</b>
				<b>23,000</b>	<b>17,000</b>
		Grading			
			Labour	<b>35,000</b>	<b>38,000</b>
			Equipment rentals	<b>0</b>	
				<b>35,000</b>	<b>38,000</b>
		Dust Layer			
			Labour	<b>2,000</b>	<b>1,500</b>
			Equipment rentals	<b>1,500</b>	
			Materials	<b>105,000</b>	<b>110,000</b>
				<b>108,500</b>	<b>111,500</b>
		Road Water			
			Labour	<b>11,000</b>	<b>10,000</b>
				<b>11,000</b>	<b>10,000</b>

<b>TAY VALLEY TOWNSHIP</b>					
<b>2022 OPERATING AND CAPITAL BUDGET</b>					
<b>DETAILED EXPENDITURES</b>					
				<b>2021</b>	<b>2022</b>
				<b>BUDGET</b>	<b>BUDGET</b>
		Gravelling			
			Labour	8,000	8,000
			Equipment rentals	3,500	5,000
			Materials	267,500	278,000
			Engineering Services	0	0
				<b>279,000</b>	<b>291,000</b>
		Seasonal Roads			
			Labour	1,000	1,000
			Equipment rentals	500	500
			Materials	8,000	8,000
				<b>9,500</b>	<b>9,500</b>
			<b>Total Loosetop Maintenance</b>	<b>466,000</b>	<b>477,000</b>
		Traffic Control Devices			
			Labour	7,500	8,000
			Contracted services (CP Rail)	14,000	14,000
			Materials	7,500	8,500
				<b>29,000</b>	<b>30,500</b>
			<b>Total Roadways Maintenance</b>	<b>687,955</b>	<b>705,400</b>
		<b>Winter Control -</b>			
		Snowplowing			
			Labour	31,000	25,000
			Equipment rentals	2,500	3,000
				<b>33,500</b>	<b>28,000</b>
		Sanding & Salting			
			Labour	38,000	32,000
			Equipment rentals	5,000	5,000
			Salt	60,000	55,000
			Sand	132,000	125,000
				<b>235,000</b>	<b>217,000</b>
		Culvert Thawing			
			Labour	7,000	5,000
			Materials	100	500
				<b>7,100</b>	<b>5,500</b>
			<b>Total Winter Control</b>	<b>275,600</b>	<b>250,500</b>
		<b>Street Lighting</b>			
			Contracted services	1,500	1,500
			Hydro	2,450	2,500
				<b>3,950</b>	<b>4,000</b>
			<b>Total Street Lighting</b>	<b>3,950</b>	<b>4,000</b>
			<b>Total Transportation Services</b>	<b>1,669,457</b>	<b>1,679,750</b>

<b>TAY VALLEY TOWNSHIP</b>					
<b>2022 OPERATING AND CAPITAL BUDGET</b>					
<b>DETAILED EXPENDITURES</b>					
				2021	2022
				<b>BUDGET</b>	<b>BUDGET</b>
<b>ENVIRONMENTAL SERVICES:</b>					
<i>Waste Disposal -</i>					
	Glen Tay Site				
		Wages & benefits		169,250	172,500
		Engineering & Monitoring services		31,640	32,000
		Cellular phone		1,500	1,500
		Building & equip maintenance		1,500	1,500
		Equipment & operator rentals and cover material		55,000	55,000
		Training		750	750
		Waste trucking		21,000	21,000
		Other Contracted Services		26,900	26,900
		Safety clothing		1,500	1,500
		Hydro		2,000	2,000
		Materials & supplies		2,000	2,000
		Container rent (glass)		1,500	0
		Miscellaneous rentals (toilets)		1,850	1,850
				<b>316,390</b>	<b>318,500</b>
	Stanleyville Site				
		Wages & benefits		55,550	56,700
		Engineering & Monitoring services		17,230	18,000
		Other Contracted Services		1,500	1,500
		Cellular phone		750	750
		Building & equip maintenance		500	500
		Waste trucking services		8,000	8,000
		Safety clothing		500	500
		Hydro		650	650
		Materials & supplies		1,500	1,500
		Container rent (glass)		500	0
		Miscellaneous rentals (toilets)		1,850	1,850
				<b>88,530</b>	<b>89,950</b>
	Maberly Site				
		Wages & benefits		55,550	56,700
		Engineering & Monitoring services		16,230	17,000
		Other Contracted Services		5,000	1,500
		Cellular phone		750	750
		Building & equip maintenance		500	500
		Waste trucking services		8,000	8,000
		Safety clothing		500	500
		Hydro		1,350	1,350
		Materials & supplies		1,500	1,500
		Miscellaneous rentals (toilets)		1,850	1,850
		Equipment & operator rentals		0	0
				<b>91,230</b>	<b>89,650</b>

<b>TAY VALLEY TOWNSHIP</b>					
<b>2022 OPERATING AND CAPITAL BUDGET</b>					
<b>DETAILED EXPENDITURES</b>					
				<b>2021</b>	<b>2022</b>
				<b>BUDGET</b>	<b>BUDGET</b>
		Closed Waste Sites			
		Christie Lake monitoring & engineer services		<b>4,000</b>	<b>500</b>
		Noonan monitoring & engineer services		<b>500</b>	<b>500</b>
				<b>4,500</b>	<b>1,000</b>
		Other Waste Disposal Costs			
		Legal		<b>0</b>	
		Engineering & Monitoring services		<b>5,000</b>	<b>5,000</b>
		Advertising		<b>500</b>	<b>500</b>
		PIL and tax charges		<b>12,525</b>	<b>12,000</b>
		Future sites closure costs		<b>25,000</b>	<b>25,000</b>
		Insurance		<b>440</b>	<b>600</b>
		Other		<b>0</b>	<b>0</b>
				<b>43,465</b>	<b>43,100</b>
		<b>Total Waste Disposal</b>		<b>544,115</b>	<b>542,200</b>

<b>TAY VALLEY TOWNSHIP</b>					
<b>2022 OPERATING AND CAPITAL BUDGET</b>					
<b>DETAILED EXPENDITURES</b>					
				<b>2021</b>	<b>2022</b>
				<b>BUDGET</b>	<b>BUDGET</b>
<b>Recycling -</b>					
	Glen Tay Site				
		C & D trucking and tipping		<b>55,000</b>	<b>60,000</b>
		Freon removal		<b>2,000</b>	<b>2,000</b>
		Recyclables trucking		<b>45,000</b>	<b>55,000</b>
		Waste trucking-contaminated recyclables		<b>0</b>	
		Scrap metal trucking		<b>8,000</b>	<b>8,000</b>
		Contaminated recyclables		<b>2,500</b>	<b>2,500</b>
				<b>112,500</b>	<b>127,500</b>
	Stanleyville Site				
		Chipping & grinding services		<b>0</b>	
		Recyclables trucking		<b>24,100</b>	<b>24,100</b>
		Scrap metal trucking		<b>2,000</b>	<b>1,500</b>
		Contaminated recyclables		<b>1,100</b>	<b>1,100</b>
				<b>27,200</b>	<b>26,700</b>
	Maberly Site				
		Recyclables trucking		<b>20,000</b>	<b>20,000</b>
		Scrap metal trucking		<b>2,000</b>	<b>1,500</b>
		Contaminated recyclables		<b>1,100</b>	<b>1,100</b>
				<b>23,100</b>	<b>22,600</b>
	Other Recycling Services				
		Other (advertising, educational materials, supplies etc		<b>2,000</b>	<b>2,000</b>
		Hazardous waste disposal		<b>4,000</b>	<b>4,000</b>
		E-waste disposal		<b>0</b>	<b>0</b>
		Paper & Plastic Processing Costs		<b>0</b>	<b>0</b>
		Blue boxes		<b>500</b>	<b>500</b>
				<b>6,500</b>	<b>6,500</b>
		<b>Total Recycling</b>		<b>169,300</b>	<b>183,300</b>
	<b>Total Environmental Services</b>			<b>713,415</b>	<b>725,500</b>

<b>TAY VALLEY TOWNSHIP</b>					
<b>2022 OPERATING AND CAPITAL BUDGET</b>					
<b>DETAILED EXPENDITURES</b>					
				<b>2021</b>	<b>2022</b>
				<b>BUDGET</b>	<b>BUDGET</b>
<b>HEALTH SERVICES</b>					
<i>Cemeteries</i>					
		Contracted Services			7,000
		Grounds Maintenance			3,000
		Materials & Supplies			
					<b>10,000</b>
<b>RECREATION, CULTURAL &amp; SOCIAL SERVICES:</b>					
<i>Recreation Programs -</i>					
		Program Administration			
		Labour	0		
		Contracted services	0		
		Advertising	0		
		Training and seminars	1,000	410	
		Mileage	250	250	
		Materials & supplies	1,000	1,000	
		Insurance	1,310	1,900	
			<b>3,560</b>	<b>3,560</b>	
		Soccer Program			
		Advertising	125	125	
		Contracted services	0	0	
		Food Supplies	250	250	
		Supplies	3,250	3,250	
		Materials	1,500	1,500	
			<b>5,125</b>	<b>5,125</b>	
		Hockey Program			
		Food Supplies	250	250	
		Supplies	2,250	2,250	
		Materials	1,500	1,500	
		Arena rental	12,500	12,500	
			<b>16,500</b>	<b>16,500</b>	
		Intergenerational Choir			
		Advertising	300	300	
		Contracted services	5,000	5,000	
		Materials & supplies	200	200	
			<b>5,500</b>	<b>5,500</b>	
		Karate Program			
		Contracted services	2,300	2,300	
		Food supplies	65	65	
		Supplies	150	150	
		Materials	250	250	
			<b>2,765</b>	<b>2,765</b>	
		Pond Hockey			
		Materials	0	0	
			<b>0</b>	<b>0</b>	
		<b>Total Recreation Programs</b>	<b>33,450</b>	<b>33,450</b>	
<i>Recreation Facilities -</i>					
		Maberly Rink			
		Contracted services	3,000	1,000	
		Hydro	1,225	1,225	
		Materials	500	500	
		Misc. rentals	1,100	1,100	
			<b>5,825</b>	<b>3,825</b>	



<b>TAY VALLEY TOWNSHIP</b>					
<b>2022 OPERATING AND CAPITAL BUDGET</b>					
<b>DETAILED EXPENDITURES</b>					
				2021	2022
				<b>BUDGET</b>	<b>BUDGET</b>
		Maberly Hall			
		WSIB		400	400
		Water testing		250	250
		Telephone		1,200	1,200
		Caretaker services		7,600	7,600
		Building maintenance		5,000	5,000
		Contracted services		0	0
		Materials & supplies		100	100
		Mileage		150	150
		Hydro		1,275	1,275
		Heating fuel (changed to Propane)		4,500	4,500
				<b>20,475</b>	<b>20,475</b>
		Glen Tay Rink (Bowes Rink)			
		Wages and Benefits		1,000	1,000
		Hydro		450	450
		Materials & supplies		1,000	1,000
		Misc. rentals		1,100	1,100
				<b>3,550</b>	<b>3,550</b>
		Ballfields and Parks			
		Wages and Benefits		26,000	7,000
		Contracted services		2,500	20,000
		Materials & supplies		1,000	1,000
		Fairgrounds Rent		1,200	1,200
		Miscellaneous rentals		1,000	500
				<b>31,700</b>	<b>29,700</b>
		Burgess Hall			
		WSIB		0	0
		Water testing		250	250
		Telephone			
		Caretaker services		2,000	2,000
		Building maintenance		2,000	2,000
		Contracted services		0	0
		Materials & supplies		1,000	1,000
		Hydro		2,650	2,650
				<b>7,900</b>	<b>7,900</b>
		Recreation Cost-Sharing Agreements			
		Perth Recreation Facilities		205,734	201,600
		Lanark Community Centre		4,200	4,200
				<b>209,934</b>	<b>205,800</b>
		<b>Total Recreation Facilities</b>		<b>279,384</b>	<b>271,250</b>
		<b>Total Recreation</b>		<b>312,834</b>	<b>304,700</b>
		<b>Libraries -</b>			
		Perth Union Library (Cost-sharing agreement)		174,606	178,450
		Lanark Library (Grant and contributions)		3,100	3,100
		<b>Total Libraries</b>		<b>177,706</b>	<b>181,550</b>
		<b>Social Agency Support -</b>			
		Municipal Drug Strategy-TV/T/DNE/Perth		500	500
		<b>Total Social Services</b>		<b>500</b>	<b>500</b>
		<b>Total Recreation, Cultural &amp; Social Services</b>		<b>491,040</b>	<b>486,750</b>

<b>TAY VALLEY TOWNSHIP</b>					
<b>2022 OPERATING AND CAPITAL BUDGET</b>					
<b>DETAILED EXPENDITURES</b>					
				2021	2022
				BUDGET	BUDGET
<b>PLANNING &amp; DEVELOPMENT:</b>					
<b>Land-use Planning &amp; Zoning -</b>					
	General Planning				
		Salaries and benefits		167,200	163,600
		Legal services		5,000	5,000
		Planning services		1,000	1,000
		Cell phone		600	800
		Advertising		700	800
		Training		5,000	3,000
		GIS services		17,500	18,000
		Mileage		1,000	1,000
		Memberships		1,000	900
		Other		500	500
				<b>199,500</b>	<b>194,600</b>
	OLT Hearings				
		Legal fees		20,000	20,000
	Committee of Adjustment				
		Honorariums		1,600	1,600
		Training		1,400	1,400
		Mileage		250	250
		Other		0	0
				<b>3,250</b>	<b>3,250</b>
	Zoning Amendment Applications				
		Legal services		1,000	1,000
		Advertising		5,000	5,000
				<b>6,000</b>	<b>6,000</b>
	Site Plan Applications				
		Legal services		8,000	8,000
				<b>8,000</b>	<b>8,000</b>
				<b>236,750</b>	<b>231,850</b>
<b>Agricultural Programs &amp; Services -</b>					
	Municipal Drains				
		Legal services		1,000	0
		Engineering services		3,000	2,000
		Equipment & operator rentals		500	500
		Other contracted services <i>(includes costs for Drains)</i>		1,000	1,000
				<b>5,500</b>	<b>3,500</b>
	Tile Drainage -				
		Debenture payments		5,285	5,285
				<b>5,285</b>	<b>5,285</b>
				<b>10,785</b>	<b>8,785</b>
	<b>Total Agricultural Programs &amp; Services</b>			<b>10,785</b>	<b>8,785</b>

<b>TAY VALLEY TOWNSHIP</b>					
<b>2022 OPERATING AND CAPITAL BUDGET</b>					
<b>DETAILED EXPENDITURES</b>					
				<b>2021</b>	<b>2022</b>
				<b>BUDGET</b>	<b>BUDGET</b>
<b><i>Other Planning -</i></b>					
		Economic & Tourism Development			
		Grants and contributions		1,500	1,500
		Advertising		1,050	1,050
		Contracted services		500	500
		Membership fees		500	500
				<b>3,550</b>	<b>3,550</b>
		Road Closure Applications			
		Legal services		5,000	2,500
		Advertising		0	1,000
				<b>5,000</b>	<b>3,500</b>
		Septic Consent Comments			
		Contracted Services		10,000	10,000
				<b>10,000</b>	<b>10,000</b>
		Miscellaneous Road Activities			
		Legal Services		10,000	10,000
		Engineering Services		0	0
		Survey Services		10,000	10,000
		Advertising		0	0
				<b>20,000</b>	<b>20,000</b>
		Subdivision Development			
		Tayside Estates		0	0
				<b>0</b>	<b>0</b>
		<b>Total Other Planning</b>		<b>38,550</b>	<b>37,050</b>
		<b>Total Planning &amp; Development</b>		<b>286,085</b>	<b>277,685</b>

<b>TAY VALLEY TOWNSHIP</b>					
<b>2022 OPERATING AND CAPITAL BUDGET</b>					
<b>DETAILED EXPENDITURES</b>					
				<b>2021</b>	<b>2022</b>
				<b>BUDGET</b>	<b>BUDGET</b>
<b>TRANSFERS TO RESERVES:</b>					
		Contingency		<b>0</b>	
		Office Equipment		<b>10,710</b>	<b>10,924</b>
		Elections		<b>10,200</b>	<b>10,404</b>
		Recreation Programing		<b>2,100</b>	<b>2,142</b>
		South Sherbrooke Fire Department		<b>0</b>	<b>0</b>
		Official Plan / Zoning By-law		<b>10,200</b>	<b>10,404</b>
		Road Equipment		<b>229,500</b>	<b>234,090</b>
		Road Construction		<b>391,400</b>	<b>451,248</b>
		Bridge Construction		<b>189,650</b>	<b>193,443</b>
		Cemetery		<b>500</b>	<b>510</b>
		Maberly Community Hall		<b>5,304</b>	<b>5,410</b>
		Waste Sites		<b>3,162</b>	<b>3,225</b>
		Asset Management Plan		<b>5,100</b>	<b>5,202</b>
		Township Office/Garage		<b>10,710</b>	<b>10,924</b>
		Burgess Garage/Hall		<b>5,304</b>	<b>5,410</b>
		Salt Sheds		<b>10,608</b>	<b>10,820</b>
		Accountability, Transparency & Governance		<b>5,100</b>	<b>5,202</b>
		Federal Gas Tax		<b>179,666</b>	<b>183,259</b>
		New Infrastructure		<b>51,000</b>	<b>0</b>
		Recreation Capital		<b>38,250</b>	<b>39,015</b>
		Mainstreet Reserve		<b>0</b>	<b>0</b>
		COVID Reserve			
				<b>1,158,464</b>	<b>1,181,633</b>

<b>TAY VALLEY TOWNSHIP</b>					
<b>2022 OPERATING AND CAPITAL BUDGET</b>					
<b>DETAILED EXPENDITURES</b>					
				<b>2021</b>	<b>2022</b>
				<b>BUDGET</b>	<b>BUDGET</b>
<b>CAPITAL PROGRAM:</b>					
<b>MANDATED &amp; COMMITTED PROJECTS</b>					
				<b>35,700</b>	<b>30,000</b>
				<b>30,000</b>	
				<b>30,000</b>	
				<b>30,600</b>	
					<b>30,000</b>
				<b>10,000</b>	
					<b>40,800</b>
					<b>10,000</b>
				<b>136,300</b>	<b>110,800</b>
<b>HEALTH - SAFETY - ENVIRONMENTAL PROJECTS</b>					
				<b>10,000</b>	<b>10,000</b>
				<b>5,000</b>	<b>5,000</b>
					<b>7,500</b>
					<b>22,500</b>
					<b>60,000</b>
					<b>40,000</b>
				<b>15,000</b>	<b>145,000</b>
<b>ROAD CONSTRUCTION</b>					
				<b>30,000</b>	<b>30,000</b>
				<b>81,600</b>	
				<b>7,650</b>	
				<b>8,160</b>	
<b>ROAD CONSTRUCTION (Cont.)</b>					
				<b>496,740</b>	
				<b>179,520</b>	
					<b>16,830</b>
					<b>143,820</b>
					<b>759,900</b>
					<b>47,000</b>
					<b>174,420</b>
					<b>35,000</b>
					<b>244,800</b>
				<b>803,670</b>	<b>1,451,770</b>

<b>TAY VALLEY TOWNSHIP</b>			
<b>2022 OPERATING AND CAPITAL BUDGET</b>			
<b>DETAILED EXPENDITURES</b>			
		2021	2022
		<b>BUDGET</b>	<b>BUDGET</b>
<b>BRIDGE CONSTRUCTION</b>			
	<i>Noonans Side Road Bridge</i>		
	<i>6th Concession (Bathurst) Culvert Replacement</i>		
	<i>Glen Tay Road Bridge</i>		
	<i>Various bridge analyses/repairs</i>		
	<i>Replace guardrails - 5 year project</i>	30,000	
	<i>Bolingbroke Bridge</i>		
	<i>Allan's Mill Road</i>	444,000	
	<i>Second Line Road</i>	33,660	266,000
	<i>Glen Tay Rd Open Footing Culvert - engineering</i>		10,200
	<i>5th Concession Culvert Replacement</i>		71,400
		<b>507,660</b>	<b>347,600</b>
<b>ROAD EQUIPMENT/VEHCILES</b>			
	<i>AVL - GPS Indicators for Plows</i>		
	<i>Replace 2000 Sterling Tandem</i>		
	<i>Replace 1998 Cat Backhoe</i>		
	<i>Replace 2004 Int'l Tandem</i>		
	<i>Replace 2001 Sterling Tandem</i>		
	<i>Replace 2004 Ford Ranger</i>		
	<i>Tractor with Flail &amp; Boom (new add)</i>	176,800	
	<i>Water Tank</i>	50,000	39,500
	<i>Replace 2006 Sweeper Broom</i>	20,800	
	<i>Grader (replace 2007 Volvo)</i>		402,900
	<i>CBO Vehicle - Hybrid/Electric</i>		45,700
	<i>Emergency Trailer (Closed in)</i>		12,750
	<i>Fire Pumper Truck (joint)</i>		54,000
	<i>Deputy Chief Vehicle</i>		27,000
	<i>Pumper Truck (South Sherbrooke)</i>		50,000
		<b>247,600</b>	<b>631,850</b>
<b>BUILDINGS</b>			
	<i>Bathurst Garage - Paving in front of sand shed</i>		
	<i>Municipal Building - Exterior Siding Repairs</i>		
	<i>Glen Tay Garage - Energy Efficient Doors</i>		
	<i>Building Condition Assessment</i>	50,000	
	<i>Waste Site Accessibility Ramps (2 GT, 1 SV, 1 Mab)</i>	91,728	91,728
	<i>Council Chambers Accessibility Ramp - fix</i>	4,550	4,550
	<i>Automatic Transfer Switch for Generator</i>		11,600
		<b>146,278</b>	<b>107,878</b>
<b>RECREATION</b>			
	<i>John Miller Park (parking lot, culvert &amp; signage)</i>		
	<i>Solar Farm Trail (site plan, includes trail design &amp; parking)</i>		
	<i>Rink Board Repair/Replacement</i>		
	<i>Glen Tay - operating costs for 2020 Jan - March season</i>		
	<i>Recreation Master Plan</i>		
	<i>Baseball Diamonds</i>	5,000	
	<i>Solar Farm Trail - parks plan</i>	25,500	
	<i>Glen Tay Swimming Hole</i>	15,300	11,475
	<i>Maberly Unopened Road Allowance</i>	10,200	
	<i>Forest Trail</i>		195,000
	<i>Maberly Outdoor Sports Facility (if grant rec'd)</i>		106,000
		<b>0</b>	<b>312,475</b>
<b>MINOR CAPITAL</b>			
	<i>Land Transferred to Twp. (Survey and legal costs)</i>		
	<i>Computers - Staff</i>		
	<i>Computer Server</i>		
	<i>Website Upgrades</i>	18,360	
	<i>Modernization Projects</i>		
	<i>Councillor Technology</i>		7,500
	<i>Tax Acct. Access Software</i>		29,500
	<i>AMP Software</i>		35,000
		<b>18,360</b>	<b>72,000</b>
<b>TOTAL CAPITAL PROGRAM</b>		<b>1,930,868</b>	<b>3,179,373</b>

<b>TAY VALLEY TOWNSHIP</b>					
<b>2022 OPERATING AND CAPITAL BUDGET</b>					
<b>DETAILED EXPENDITURES</b>					
				<b>2021</b>	<b>2022</b>
				<b>BUDGET</b>	<b>BUDGET</b>
<b>LONG TERM DEBT:</b>					
			<i>Bolingbrooke Bridge (expires 2046)</i>	<b>75,000</b>	<b>80,600</b>
			<i>Township Office Building (expires year 2035)</i>	<b>46,700</b>	<b>46,700</b>
			<i>South Sherbrooke Fire Station (expires year 2036)</i>	<b>16,400</b>	<b>16,400</b>
			<b>Total Long Term Debt</b>	<b>138,100</b>	<b>143,700</b>
			<b>GRAND TOTAL</b>	<b>9,586,010</b>	<b>11,065,440</b>

<b>TAY VALLEY TOWNSHIP</b>			
<b>2022 OPERATING AND CAPITAL BUDGET</b>			
<b>REVENUES</b>			
		<b>2021</b>	<b>2022</b>
		<b>BUDGET</b>	<b>BUDGET</b>
<b><u>TAXES:</u></b>			
Own-use Taxation:			
	Residential	5,398,461	5,380,000
	Non-residential	560,000	522,600
		<b>5,958,461</b>	<b>5,902,600</b>
Payments-in-lieu of Taxes:			
	Ontario	62,000	67,800
	Railroad	16,000	16,200
	Hydro	2,200	2,200
		<b>80,200</b>	<b>86,200</b>
		<b>6,038,661</b>	<b>5,988,800</b>
<b><u>OPERATING GRANTS:</u></b>			
	Ontario Municipal Partnership Fund	704,400	722,100
	FCM - Municipal Asset Management Program	-	
	Cannabis Grant		-
	Other (OCLIF, Canada 150 CIP, Main Street Revitalization)	-	
	Municipal Disaster Relief Funding	-	
	Drainage Superintendent	1,000	500
	FCM - Municipalities for Climate Innovation Program (MCIP)	-	
	COVID Safe Restart Grant		
	Other Provincial Grants - Modernization		
	Livestock Losses	6,000	5,000
	WDO Recycling	99,300	93,600
		<b>810,700</b>	<b>821,200</b>
<b><u>CAPITAL GRANTS:</u></b>			
	DNE Portion of OCIF Joint Project	-	
	EODP Funding (Community Hub Feasibility Study)	-	
	Other Provincial Grants (OCIF - Formula Based)	50,000	50,000
	Other Provincial Grants (OCIF - Joint Application - DNE)	-	
	Other Provincial Grants (ICIP - Christie Lake NS)	-	
	New Debt Financing - Bolingbroke Bridge	-	
	Other Provincial Grants - Accessibility	96,278	96,278
	Inclusive Community Grant		27,020
	RED - Maberly Park		-
	MMP Grant - Waste Master Plan		20,250
	FCM - Building Condition Assessment		-
	Federal & County Grant - Electric Vehicle		10,000
	CCRF - Maberly Outdoor Sports Facility		79,500
	ICIP - Forest Trail		95,000
	COVID Funds - for Forest Trail		45,000
		<b>146,278</b>	<b>423,048</b>
		<b>956,978</b>	<b>1,244,248</b>



<b>TAY VALLEY TOWNSHIP</b>			
<b>2022 OPERATING AND CAPITAL BUDGET</b>			
<b>REVENUES</b>			
		<b>2021</b>	<b>2022</b>
		<b>BUDGET</b>	<b>BUDGET</b>
<b><u>FEES &amp; SERVICE CHARGES:</u></b>			
	Tax Certificates	7,000	9,000
	Zoning Compliance Certificates	400	1,000
	Civic Addressing Fees	4,000	8,000
	Entrance Permits and Other	1,750	5,000
	Waste Disposal Fees and Charges	74,000	75,000
	Recreation Program Fees & Activities	28,000	29,890
	Planning & Zoning Fees & Charges	65,613	66,000
	Tile Drainage	5,285	5,285
		<b>186,048</b>	<b>199,175</b>
<b><u>OTHER REVENUE:</u></b>			
	Building Permit Fees	75,000	85,000
	Septic Permits	35,000	40,000
	Refreshment Vehicle Licences	600	600
	Tax Penalties	115,000	90,000
	Burgess Garage Land Lease-Communications Tower	3,600	3,600
	False Alarm Fees		-
	Investment Income	100,000	70,000
	Equipment Sales	-	-
	Pits & Quarries Royalties	2,000	2,000
	Land Sales	-	-
	Federal Gas Tax	179,666	179,666
	Other	10,000	10,000
	200th Anniversary Sales	-	-
	History Scholarship	1,000	1,000
	Commissioner of Oath	500	250
	Tax Sale Cost Recoveries	5,000	5,000
	OPP - RIDE Program	6,630	6,500
	Court Security Costs		1,500
	OPP Service Charges	5,000	5,000
	Provincial Offences Act (POA)	52,000	20,000
	Dog Licenses, Fines, etc.	600	500
	Livestock cost recovery	250	250
	Vehicle & Equipment Rentals		-
	Recycling Sales	11,000	11,000
	Community Hall Rentals	2,500	2,500
	Septic Consent Comments	10,000	10,000
		<b>615,346</b>	<b>544,366</b>

<b>TAY VALLEY TOWNSHIP</b>			
<b>2022 OPERATING AND CAPITAL BUDGET</b>			
<b>REVENUES</b>			
		<b>2021</b>	<b>2022</b>
		<b>BUDGET</b>	<b>BUDGET</b>
<b>TRANSFERS FROM RESERVES - Operating Budget</b>			
<b>ELECTION RESERVE</b>			40,000
<b>CONTINGENCY RESERVE - OLT Hearings</b>		20,000	20,000
<b>COVID RESERVE</b>			32,000
		<b>20,000</b>	<b>92,000</b>
<b>TRANSFERS FROM RESERVES:</b>			
<b>CONTINGENCY RESERVE</b>			
prior year deficit missed		-	
Composition of Council		30,600	
Building Condition Assessment		20,000	
Website Upgrades		18,360	
Waste Audit		30,000	7,500
Weigh Scales & Software			60,000
Contingency - tax reduction		-	
Hospital Contribution		-	
Service Delivery Review		30,000	
Tractor with Flail & Boom (new add)		168,667	
Inclusive Community Project			2,980
Councillor Technology			7,500
Tax Acct. Access Software			29,500
AMP Software			35,000
Automatic Transfer Switch for Generator			11,600
		<b>297,627</b>	<b>154,080</b>
<b>OFFICE EQUIPMENT RESERVE</b>			
Office Computer Replacements		-	
Computer Server		-	
		-	-
<b>OFFICE/GARAGE RESERVE</b>			
Municipal Office Building - Exterior Siding Repairs		-	
Glen Tay Garage - Energy Efficient Doors		-	
Bathurst Garage - Paving in front of sand shed		-	
		-	-
<b>RECREATION CAPITAL RESERVE</b>			
Recreation Master Plan		-	
Glen Tay Swimming Hole		15,300	11,475
Glen Tay Rink		-	
Solar Farm Trail (site plan, includes trail design & parking)		-	
Forest Trail			9,880
Maberly Outdoor Sports Facility			12,863
		<b>15,300</b>	<b>34,218</b>
<b>RECREATION FUNDRAISING RESERVE</b>			
Glen Tay Rink - operating costs		-	
Forest Trail			3,000
		-	<b>3,000</b>
<b>WASTE SITE RESERVE</b>			
Waste Site new wells <i>*provisional - as needed basis</i>		10,000	10,000
Waste Site Glen Tay trees <i>*possible replacement/moving</i>		5,000	5,000
Waste Costs		-	
Waste Site Limits & Final Cover			30,000
		<b>15,000</b>	<b>45,000</b>
<b>SPECIAL CONTINGENCY RESERVE</b>			
Rink Board Repair/Replacement		-	
Pay Equity			40,800
Harrasment Policy Update			10,000
Waste Site Limits & Final Cover			10,000
CBO Vehicle (electric)			35,700
		-	<b>96,500</b>
<b>OFFICIAL PLAN/ZONING BYLAW RESERVE</b>			
Official Plan Review		31,200	22,500
		<b>31,200</b>	<b>22,500</b>

<b>TAY VALLEY TOWNSHIP</b>			
<b>2022 OPERATING AND CAPITAL BUDGET</b>			
<b>REVENUES</b>			
		<b>2021</b>	<b>2022</b>
		<b>BUDGET</b>	<b>BUDGET</b>
<b>NEW INFRASTRUCTURE RESERVE</b>			
	Tandems	-	
		-	-
<b>ROAD EQUIPMENT RESERVE</b>			
	Replace 2000 Sterling Tandem	-	
	Replace 1998 Cat Backhoe	-	
	AVL - GPS Indicators for Plows	-	
	Water Tank	50,000	39,500
	Sweeper Broom Replacement	20,800	
	Replace 2004 Int'l Tandem	-	
	Replace 2001 Sterling Tandem	-	
	Replace 2004 Ford Ranger	-	
	Grader (replace 2007 Volvo)		402,900
	Emergency Trailer (Closed in)		12,750
		<b>70,800</b>	<b>455,150</b>
<b>ROAD CONSTRUCTION RESERVE</b>			
	Deficiencies Elimination Program	30,000	30,000
	Hanna Road	-	
	Christie Lake North Shore Road	-	
	Croizier Road	-	
	Iron Mine Road	-	
	Ritchie Side Road	-	
	Stanleyville Road	-	
	Allan's Side Road - preservation	81,600	
	Ennis Road - back to gravel	7,650	
	Merkley Road - back to gravel	8,160	
	Upper Scotch Line - reconstruction	267,074	
	Glen Tay Road (Hwy 7 to CR 6) - reconstruction	104,520	
	Road Condition Assessment		16,830
	Anglican Church Road		143,820
	Cameron Side Road		333,910
	Zealand Road (Culvert)		47,000
	Glen Tay Road (CR5 to CR10)		174,420
	Harper Road (Shouldering)		35,000
	Gravel to Surface Treatment		172,266
		<b>499,004</b>	<b>953,246</b>
<b>BRIDGE CONSTRUCTION RESERVE</b>			
	Replace guardrails - 5 year project	30,000	
	Noonan Side Road Bridge	-	
	Bolingbroke Bridge (replacement design)	-	
	6th Concession (Bathurst) Culvert Replacement	-	
	Second Line Road	33,660	266,000
	Allan's Mill Bridge	444,000	
	Glen Tay Rd Open Footing Culvert - engineering		10,200
	5th Concession Culvert Replacement		71,400
		<b>507,660</b>	<b>347,600</b>
<b>FEDERAL GAS TAX RESERVE</b>			
	Upper Scotch Line - reconstruction	179,666	
	Croizier Road		
	Iron Mine Road		
	Ritchie Side Road		
	Stanleyville Road		
	Glen Tay Road Bridge	-	
	Cameron Side Road		300,000
		179,666	300,000

<b>TAY VALLEY TOWNSHIP</b>			
<b>2022 OPERATING AND CAPITAL BUDGET</b>			
<b>REVENUES</b>			
		<b>2021</b>	<b>2022</b>
		<b>BUDGET</b>	<b>BUDGET</b>
<b>ASSET MANAGEMENT RESERVE</b>			
	Building Condition Assessment	30,000	
	FCM - MAMP GRANT 20% - LRFP & Roads Condition	-	
		<b>30,000</b>	<b>-</b>
<b>CASH IN LIEU OF PARKLAND RESERVE</b>			
	Solar Farm Trail (parks plan)	12,750	
	Maberly Outdoor Sports Facility	10,200	7,500
	John Miller Park (parking lot, culvert & signage)	-	
	Land Transferred to Twp. (suvey and legal costs) Solar	-	
		<b>22,950</b>	<b>7,500</b>
<b>DEVELOPMENT CHARGE RESERVE</b>			
	Prior Years DC's not allocated		
	Development Charges Study & By-Law		
	Solar Farm Trail (parks plan)	12,750	
	Tractor with Flail & Boom (new add)	8,133	
	Glen Tay Road (Hwy 7 to CR 6) - reconstruction	75,000	
	Official Plan Review	4,500	7,500
	Community Benefits Study & By-Law	10,000	
	Unopened Road - Younes	-	
	Solar Farm Trail (site plan, includes trail design & parking)	-	
	Waste Master Plan		2,250
	Cameron Side Rd		75,990
	Gravel to Surface Treatment		72,534
	Fire Pumper Truck (Joint)		54,000
	Deputy Chief Vehicle		27,000
	Pumper Truck (South Sherbrooke)		50,000
	Forest Trail		42,120
	Maberly Outdoor Sports Facility		6,137
		<b>110,383</b>	<b>337,531</b>
<b>OTHER RESERVES:</b>			
	South Sherbrooke Fire	-	
	Recreation Program	5,000	
	Accountability & Transparency		
	Main Street Revitalization Funding Project	-	
	Unfinanced Capital Outlay		
		<b>5,000</b>	<b>-</b>
	<b>SUBTOTAL FROM RESERVES</b>	<b>1,784,590</b>	<b>2,756,325</b>
	<b>TOTAL REVENUES</b>	<b>9,581,623</b>	<b>10,732,914</b>



# THE CORPORATION OF TAY VALLEY TOWNSHIP

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## BY-LAW NO. 2021-064

### TARIFF OF FEES

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**WHEREAS**, Section 391 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that a municipality may impose fees or charges on persons,

- (a) for services or activities provided or done by or on behalf of it;
- (b) for costs payable by it for services or activities provided or done by or on behalf of any other municipality or any local board; and
- (c) for the use of its property including property under its control;

**AND WHEREAS**, Section 69 (1) of the *Planning Act, 2001*, R.S.O. 1990, c. P. 13, as amended, provides that a municipality may establish a tariff of fees for the processing of applications made in respect of planning matters;

**AND WHEREAS**, Section 7(1) (c) of the *Building Code Act, 1992*, S.O. 1992, c. 23, as amended, authorizes a municipality to pass by-laws, requiring the payment of fees on applications for and on the issuance of permits and prescribing the amounts of the fees;

**NOW THEREFORE BE IT RESOLVED THAT**, the Council of the Corporation of Tay Valley Township enacts as follows:

#### 1. GENERAL REGULATIONS

1.1 **THAT**, Council hereby establishes the fees and charges as set out in the following Schedules:

- Schedule "A" – Miscellaneous and Recreation Fees
- Schedule "B" – Planning Fees
- Schedule "C" – Waste, Recycling and Composting Fees
- Schedule "D" – Refreshment Vehicle Licensing Fees
- Schedule "E" – Hall Rental Fees
- Schedule "F" – Building Permit Fees
- Schedule "G" – Road Closing and Sale Fees
- Schedule "H" – Fire Department Fees
- Schedule "I" – Access to Township Roads Fees

1.2 **THAT**, the fees and charges are subject to applicable taxes, unless otherwise noted.

**THE CORPORATION OF TAY VALLEY TOWNSHIP  
BY-LAW NO. 2021-064**

**1.3** THAT, the fees and charges shall be payable prior to the provision of the service.

**1.4** THAT, any unpaid fees and charges imposed by the municipality shall be added to the tax roll for the following property in the municipality and collected in the same manner as municipal taxes:

- in the case of fees and charges for the supply of a public utility, the property to which the public utility was supplied;
- in all other cases, any property for which all of the owners are responsible for paying the fees and charges.

**1.5** THAT, where there is the statutory authority to do so, any fees, charges, costs, unpaid fines, loans, and interest imposed by the municipality may be added to the tax roll and collected in the same manner as municipal taxes.

**2. BY-LAW REPEALED**

**2.1** By-Law No. 2020-056 is hereby repealed.

**2.2** All by-laws or parts thereof and resolutions passed prior to this by-law which are in contravention of any terms of this by-law are hereby rescinded.

**3. ULTRA VIRES**

Should any sections of this by-law, including any section or part of any schedules attached hereto, be declared by a court competent jurisdiction to be ultra vires, the remaining sections shall nevertheless remain valid and binding.

**4. EFFECTIVE DATE**

**4.1** ENACTED AND PASSED this 14<sup>th</sup> day of December 2021.

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**Brian Campbell, Reeve**

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**Amanda Mabo, Clerk**

**THE CORPORATION OF TAY VALLEY TOWNSHIP  
BY-LAW NO. 2021-064**

**SCHEDULE "A"**

**FEE SCHEDULE - MISCELLANEOUS SERVICES & RECREATION**

<b>MISCELLANEOUS SERVICES</b>	
<b>ITEM</b>	<b>FEE</b>
TAX CERTIFICATE	\$40.00
PROPERTY INFORMATION SHEET	\$50.00
PHOTOCOPIES Official Plan Zoning By-Law Maps	\$0.25 / PAGE (black/white) \$2.00/PAGE (colour)
NSF CHEQUES	\$35.00
COMMISSIONER OF OATH (taxpayer)	\$5.00/First Document \$2.00/Additional Document
COMMISSIONER OF OATH (non-taxpayer)	\$25.00/First Document \$5.00/Additional Document
CREDIT CARD TRANSACTION FEE (2% of the value of the transaction)	2%
FAX TRANSMISSION	\$2.00 / FIRST PAGE \$1.00 / PAGES AFTER
REPRINT OF TAX RECEIPT OR TAX BILL (i.e. for income tax purposes)	\$10.00
CIVIC ADDRESSING (Sign & Post Installed)	\$110.00
CIVIC ADDRESSING (Sign Only)	\$19.00
CIVIC ADDRESSING (Post Only)	\$21.00
CIVIC ADDRESSING / SIGNS – Installed by staff	\$35.00
ROAD NAME SIGN	\$65.00
ROAD SIGN (Green Blade)	\$40.00
ROAD EXCAVATION APPLICATION	\$100
TEMPORARY OCCUPANCY OF TOWNSHIP ROAD	\$100
SIGN POST	\$40.00
SIGN CAP	\$7.00
SIGN CROSSER T'S	\$7.00
DOG TAGS – MICRO CHIPPED	\$5.00
DOG TAGS – MARCH 31 OR BEFORE	\$15.00
DOG TAGS – APRIL 1 OR AFTER	\$25.00
DOG TAGS – REPLACEMENT TAG	\$2.00



<b>RECREATION SERVICES</b>	
SOCCER REGISTRATION	\$35.00
HOCKEY REGISTRATION	\$175.00
CHOIR REGISTRATION	
ONE SESSION (FALL OR SPRING)	\$40.00
TWO SESSIONS (FALL & SPRING)	\$75.00
KARATE REGISTRATION	
ONE SESSION (FALL OR SPRING) – PER REGISTRANT	\$60
ONE SESSION (FALL OR SPRING) – PER FAMILY OF 2 OR MORE	\$120
RECREATION PROGRAMS - LATE REGISTRATION (Choir, Karate, Soccer)	\$10.00 per registration
RECREATION PROGRAMS – LATE REGISTRATION (Hockey)	\$25.00 per registration

**THE CORPORATION OF TAY VALLEY TOWNSHIP  
BY-LAW NO. 2021-064**

**SCHEDULE "B"  
FEE SCHEDULE – PLANNING FEES**

<b>PLANNING FEES</b>	
<b>ITEM</b>	<b>FEE</b>
OFFICIAL PLAN AMENDMENT	\$1,500.00 (\$1,000 fee + Cost; Deposit \$500)
ZONING BY-LAW AMENDMENT	\$1,550.00 (\$1,000 fee + Cost; Deposit \$550)
COMMITTEE OF ADJUSTMENT MINOR VARIANCE	\$800.00
SUBDIVISION APPROVAL	\$6,000.00 (\$5,000 fee +cost; Deposit \$1,000)
SITE PLAN CONTROL AGREEMENT	\$900.00 (\$300 fee + cost; Deposit \$600)
LIMITED SERVICES AGREEMENT	\$700.00 (\$300 fee + cost; Deposit \$400)
DEVELOPMENT AGREEMENT	\$900.00 (\$300 fee + cost; Deposit \$600)
ROAD ACCESS AGREEMENT – UNASSUMED PRIVATE ROADS ROAD ACCESS AGREEMENT – UNOPENED ROAD ALLOWANCES	\$700.00 (\$300 fee + cost; Deposit \$400)
ROAD NAMING	\$2,300 (\$300 Fee + cost; Deposit \$2,000)
ROAD ASSUMPTION PROCESS	\$2,300 (\$300 fee + cost; Deposit \$2,000) for up to 60m \$3,000 (\$1,000 fee + cost; Deposit \$2,000) for over 60m
LAND DIVISION CONSENT – COMMENT/CIRCULATION LIST	\$800.00 for first application \$300 for 2 <sup>nd</sup> and/or 3 <sup>rd</sup> application
CONSENT - CASH IN LIEU OF PARKLAND CONTRIBUTION (NON-WATERFRONT) (WATERFRONT)	\$500.00 \$700.00
RENEWABLE ENERGY PROJECTS STAFF REVIEW THIRD PARTY REVIEW	\$2,600.00 All Costs
HOLDING ZONE DESIGNATION (PLACING OR LIFTING)	\$600.00

**PLANNING FEES**

<b>ITEM</b>	<b>FEE</b>
LIFTING ONE FOOT RESERVE	\$1000.00 (\$600 fee + costs; Deposit \$400)
CONDOMINIUM	\$2,500
CONDOMINIUM EXEMPTION	\$2,500
<p>In addition, every Site Plan Control Agreement shall include a security deposit in an amount equal to:</p> <p>Minor Additions / Renovations, Accessory Buildings, Agricultural Buildings, Site / Shoreline Work or combination</p> <p>New Dwellings or major Additions / Renovations (&gt; 20% increase in floor space)</p> <p>Commercial, Industrial, Institutional or Multi-Residential Work Developments subject to Site Plan Control, will be required to pay a security deposit authorized under the <i>Planning Act</i>, at the time execution of the Site Plan Control Agreement. A security deposit required under the authority of the Building Code will not be payable if one has already been paid for the same development.</p>	<p>\$1,000.00</p> <p>\$1,500.00</p> <p>\$2,000.00 or the estimated costs, whichever is less</p>

**THE CORPORATION OF TAY VALLEY TOWNSHIP  
BY-LAW NO. 2021-064**

**SCHEDULE "C"**

**FEE SCHEDULE – WASTE, RECYCLING AND COMPOSTING FEES**

See By-Law No. 2015-015 Waste Disposal, Composting and Recycling By-Law, as amended  
(By-Law No. 2019-047, By-Law No. 2020-053)

**THE CORPORATION OF TAY VALLEY TOWNSHIP  
BY-LAW NO. 2021-064**

**SCHEDULE “D”**

**FEE SCHEDULE - REFRESHMENT VEHICLE LICENSING FEES**

See By-Law No. 2011-052 Refreshment Vehicle Licensing, as amended

**THE CORPORATION OF TAY VALLEY TOWNSHIP  
BY-LAW NO. 2021-064**

**SCHEDULE "E"**

**FEE SCHEDULE - HALL RENTAL FEES**

See By-Law No. 2014-031 Hall Rental Policy, as amended

**THE CORPORATION OF TAY VALLEY TOWNSHIP  
BY-LAW NO. 2021-064**

**SCHEDULE "F"**

**FEE SCHEDULE - BUILDING PERMIT FEES**

See By-Law No. 2013-005 Building By-Law, as amended  
(By-Law No. 2020-054)

**THE CORPORATION OF TAY VALLEY TOWNSHIP  
BY-LAW NO. 2021-064**

**SCHEDULE "G"**

**FEE SCHEDULE - ROAD CLOSING AND SALE FEES**

See By-Law No. 2020-055 Road Closing and Sale Policy, as amended



**THE CORPORATION OF TAY VALLEY TOWNSHIP  
BY-LAW NO. 2021-064**

**SCHEDULE "H"**

**FEE SCHEDULE – FIRE DEPARTMENT FEES**

See By-Law No. 2015-053 Fire Department – Fees and Charges, as amended

**THE CORPORATION OF TAY VALLEY TOWNSHIP  
BY-LAW NO. 2021-064**

**SCHEDULE "I"**

**FEE SCHEDULE – ACCESS TO TOWNSHIP ROADS FEES**

See By-Law No. 2021-027 Access to Township Roads Policy

# THE CORPORATION OF TAY VALLEY TOWNSHIP

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## BY-LAW NO. 2021-063

### COVID-19 VACCINATION POLICY

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**WHEREAS**, Section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Municipal Act or any other Act;

**AND WHEREAS**, Section 5 (3) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that a municipal power, including a municipality's capacity, rights, powers and privileges under Section 9, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

**AND WHEREAS**, Section 25 (2) (h) of the *Occupational Health and Safety Act*, R.S.O. 1990, c O.1, as amended, states that an employer shall take every precaution reasonable in the circumstances for the protection of the worker.

**NOW THEREFORE BE IT RESOLVED THAT**, the Council of the Corporation of Tay Valley Township enacts as follows:

**1. GENERAL REGULATIONS**

1.1 **THAT**, the COVID-19 Vaccination Policy, attached hereto as Schedule "A", be adopted.

**2. ULTRA VIRES**

Should any sections of this by-law, including any section or part of any schedules attached hereto, be declared by a court of competent jurisdiction to be ultra vires, the remaining sections shall nevertheless remain valid and binding.

**3. EFFECTIVE DATE**

ENACTED AND PASSED this 14<sup>th</sup> day of December, 2021.

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Brian Campbell, Reeve

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Amanda Mabo, Clerk

**THE CORPORATION OF TAY VALLEY TOWNSHIP  
BY-LAW NO. 2021-063**

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**SUBJECT: COVID-19 - VACCINATION - POLICY**

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**1.0 PURPOSE**

To provide a policy to ensure that the Municipality has in place the necessary health and safety protocols to prevent, eliminate, reduce and manage exposure to COVID-19 and to outline the Municipality's requirements with respect to COVID-19 vaccinations.

**2.0 LEGISLATIVE AUTHORITY**

Pursuant to Section 25 (2) (h) of the *Occupational Health and Safety Act*, as amended, an Employer shall take every precaution reasonable in the circumstances for the protection of a Worker.

**3.0 SCOPE**

This policy applies to all existing and future Members, Employees, Volunteers and Third Parties, in relation to all of the Workplaces within the Municipality during the COVID-19 pandemic.

**4.0 DEFINITIONS**

**"CAO"** – shall mean the Chief Administrative Officer (CAO) or designate duly appointed by the Municipality as prescribed in Section 229 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended.

**"Clerk"** – shall mean the person or designate duly appointed by the Municipality as prescribed in Section 228 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended.

**"Council"** – shall mean the Council of the Municipality in accordance with the Council Composition By-Law in effect.

**"Employee"** – shall mean all union and non-union employees of the Municipality.

**"Employer"** – shall mean the Municipality.

**"Fully Vaccinated"** – shall mean:

1. having received:
  - a) the full series of a COVID-19 vaccine authorized by Health Canada, or a combination of such vaccines;
  - b) one of two doses of a COVID-19 vaccine not authorized by Health Canada, followed by one dose of a COVID-19 mRNA vaccine authorized by Health Canada; or

- c) three doses of a COVID-19 vaccine not authorized by Health Canada; and
2. having received their final dose of the COVID-19 vaccine at least 14 days before providing the proof of being fully vaccinated.

**“Member”** – shall include a Member of Council and all Members of Local Boards and Committees of the Municipality.

**“Municipality”** – shall mean the Corporation of Tay Valley Township.

**“Proof [of Vaccination]”** – shall mean the documentation of completed vaccination series approved by Health Canada or the World Health Organization.

**“Volunteers”** – shall mean persons appointed by a resolution of Council as volunteers.

**“Worker”** – shall mean an Employee.

**“Workplace”**- shall mean any land, premises, location or thing at, upon, in or near which a Worker works.

**“Testing”** – shall mean rapid antigen testing but may be expanded to include other approved rapid testing technologies.

**“Third Party”** – shall mean contractors and consultants acting on behalf of the Municipality and performing work inside Municipal facilities.

## **5.0 VACCINATION REQUIREMENT**

**5.1** All Members, Employees, Volunteers and Third Parties shall:

- provide Proof of being Fully Vaccinated to the Clerk by January 17<sup>th</sup>, 2022; or
- provide a written attestation of a valid medical reason(s) or legal exemption under the *Ontario Human Rights Code* for not being fully vaccinated against COVID-19 and undertake an education session and undergo regular testing as detailed below.

## **6.0 DUTY TO ACCOMMODATE**

**6.1** The Municipality will comply with its obligations under human rights legislation to participate in accommodation discussions with individuals who advise of a substantiated, valid legal exemption under the *Ontario Human Rights Code* to receiving the COVID-19 vaccination.

**6.2** The individual must advise the Municipality of such an exemption by no later than January 17<sup>th</sup>, 2022.

**6.3** The Municipality reserves the right to request additional information or documents as required.

- 6.4** In the event of a request for accommodation, sufficient proof of the ground (disability and/or creed) and the connection between the ground and the inability to be vaccinated must be provided.
- 6.5** Where the ground is disability, a note must be provided by either a Physician or Nurse Practitioner that sets out:
- confirmation that the person has a disability (but not the nature of the disability or the diagnosis)
  - confirmation that the person cannot be vaccinated against COVID-19 due to the disability; and
  - the effective time period for which the disability will prevent vaccination.
- 6.6** Where the ground is creed, the person must identify the creed, confirm that they are an adherent of that creed, and explain how their belief system prohibits being vaccinated against COVID-19. Further information may also be required.
- 6.7** Where the medical exemption is time limited, the Clerk will follow up with the individual following the medical exemption's expiry to determine the individual's exemption or vaccination status.
- 6.8** The Municipality has identified disability and creed but will also consider other grounds claimed under the *Ontario Human Rights Code* upon request from the affected individual and the provision of evidence appropriate in the circumstances.
- 6.9** It is incumbent on the individual to participate in discussions about a reasonable accommodation plan and provide information as may be required. All unvaccinated individuals, regardless of exemption, will be required to undergo regular testing (as defined herein).

## **7.0 REGULAR TESTING**

- 7.1** Members, Employees, Volunteers and Third Parties who are not Fully Vaccinated and have a substantiated and approved medical reason(s) or legal exemption under the *Ontario Human Rights Code* must undergo Testing a minimum of two (2) times per week.
- 7.2** The negative test results must be provided to the Clerk following each test.
- 7.3** Employees who have not provided proof of being fully vaccinated by January 17, 2022 must complete their rapid antigen testing on non-work time.
- 7.4** If a fee is incurred for such Testing it will not be reimbursed.
- 7.5** Any Employee that receives a preliminary positive result on a COVID-19 rapid antigen test, is required to:

- a) immediately notify their direct supervisor and the Clerk;
- b) seek a confirmatory PCR test immediately (within 48 hours) at a designated testing center;
- c) isolate immediately until the result of their confirmatory test is known;
- d) sick leave time may be used for the isolation period.

**7.6** Any Member, Volunteer and Third Party that receives a preliminary positive result on a COVID-19 rapid antigen test, is required to:

- a) immediately notify the Clerk;
- b) seek a confirmatory PCR test immediately (within 48 hours) at a designated testing center; and
- c) isolate immediately until the result of their confirmatory test is known.

## **8.0 TRAVEL**

**8.1** Regardless of vaccination status, all Members, Employees, and Volunteers who travel outside of Canada will be required to submit proof of a negative rapid antigen test result prior to returning to work or their position with the Municipality.

**8.2** If required, testing for Employees may be done on work time.

**8.3** The Municipality will reimburse the cost of a rapid antigen test required under this section for Employees and Members of Council.

## **9.0 NON-COMPLIANCE**

**9.1** Any Member, other than a Member of Council, refusing to comply with the requirements under this policy will be placed on leave from their position for thirty (30) days. If after thirty (30) days the requirements under this policy have not been met the Member will be removed from their position.

**9.2** Any Member of Council refusing to comply with the requirements under this policy will not be permitted to enter any Municipal Workplace or attend any Municipal event in person.

**9.3** Any Employee refusing to comply with the requirements under this policy will be placed on unpaid leave for thirty (30) days. If after the thirty (30) days the requirements under this policy are still not met, the Employee will be terminated.

**9.4** Any Volunteer refusing to comply with the requirements under this policy will be placed on leave from their position for thirty (30) days. If after thirty (30) days the requirements under this policy have not been met the Volunteer will be removed from their position.

**9.5** Any Third Party refusing to comply with the requirements under this policy will

no longer be retained by the Municipality.

**9.6** Any individual who submits falsified proof of vaccination, exemption or testing results required pursuant to this policy will be subject to immediate termination.

## **10.0 COMMUNICATION**

**10.1** This Policy, along with any updates, shall:

- be emailed to Members, Employees, Volunteers and Third Parties;
- be provided by hard copy to those Employees that do not have an Employer provided email;
- be posted on all Health and Safety Boards within the Workplace.

**10.2** A copy of this Policy shall be provided to any person, upon request.

## **11.0 COLLECTION OF INFORMATION AND PRIVACY**

**11.1** All information gathered as part of this policy will be handled solely by the Clerk.

**11.2** All information, including personal health information, will be treated in compliance with the *Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)*.

## **12.0 ACCOUNTABILITY FRAMEWORK**

The Chief Administrative Officer is responsible for ensuring compliance with this policy.

## **13.0 POLICY REVIEW**

The COVID-19 situation is changing daily and as a result this Policy will be reviewed and updated as necessary.

Should updated legal advice be received or new public health directives and/or provincial or federal government legislation, regulations or orders be enacted, they shall take precedence until such time as this policy may be amended to conform to the new requirements.

## **14.0 REFERENCES**

### **Policies and Procedures/Documents**

COVID-19 - Procedure

COVID-19 Face Mask - Policy

Employee Code of Conduct

Health and Safety Policy



**Resources**

Leeds, Grenville & Lanark District Health Unit

Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)

Occupational Health and Safety Act

Ontario Human Rights Code

# THE CORPORATION OF TAY VALLEY TOWNSHIP

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## BY-LAW NO. 2021-065

### A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE COUNCIL OF THE CORPORATION OF TAY VALLEY TOWNSHIP AT ITS MEETINGS HELD ON DECEMBER 13<sup>th</sup> AND 14<sup>th</sup>, 2021

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**WHEREAS**, Section 5 of *the Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that the powers of a municipality shall be exercised by its council;

**AND WHEREAS**, Section 9 of *the Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Municipal Act or any other Act;

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

**AND WHEREAS**, it is deemed expedient that the proceedings of the Council of the Corporation of Tay Valley Township at its meeting be confirmed and adopted by By-Law;

**NOW THEREFORE BE IT RESOLVED THAT**, the Council of the Corporation of Tay Valley Township enacts as follows:

#### 1. GENERAL REGULATIONS

- 1.1 **THAT**, the actions of the Council of the Corporation of Tay Valley Township at its meetings held on the 13<sup>th</sup> and 14<sup>th</sup> day of December, 2021 in respect of each motion and resolution passed and other action taken by the Council of the Corporation of Tay Valley Township at its meeting is hereby adopted and confirmed as if all such proceedings were expressly embodied in this By-Law.
- 1.2 **THAT**, the Reeve and Proper Signing Official of the Corporation of Tay Valley Township are hereby authorized and directed to do all things necessary to give effect to the action of the Council of the Corporation of Tay Valley Township referred to in the preceding section hereof.
- 1.3 **THAT**, the Reeve and/or Deputy Reeve and Clerk and/or Deputy Clerk are hereby authorized and directed to execute all documents necessary in that behalf and to affix thereto the Seal of the Corporation of Tay Valley Township.

**THE CORPORATION OF TAY VALLEY TOWNSHIP  
BY-LAW NO. 2021-065**

**2. ULTRA VIRES**

Should any sections of this by-law, including any section or part of any schedules attached hereto, be declared by a court of competent jurisdiction to be ultra vires, the remaining sections shall nevertheless remain valid and binding.

**3. EFFECTIVE DATE**

ENACTED AND PASSED this 14<sup>th</sup> day of December 2021.

\_\_\_\_\_  
**Brian Campbell, Reeve**

\_\_\_\_\_  
**Amanda Mabo, Clerk**