

**CORPORATION OF THE TOWNSHIP OF EAST ZORRA-TAVISTOCK COUNCIL  
2022 - 2026**

**AGENDA**

**for the Meeting to be held on Wednesday April 19, 2023 at the  
Innerkip Community Centre, 695566 17<sup>th</sup> Line, Innerkip, Ontario, at 7:00 p.m.**

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1. Call to Order & Opening Remarks
2. Approve Agenda
3. Disclosure of Pecuniary Interest and General Nature Thereof
4. General Business:
  - a) Confirm April 5, 2023 Council Meeting Minutes
  - b) AORS – Enbridge Gas Utility Locate Fee
  - c) Woodstock – Bill 5 Resolution
5. Delegations & Appointments:
  - a) 7:15 p.m. – ZBA Application ZN2-23-02 (VerKuyl Farms Ltd.)
  - b) 7:30 p.m. – Frank McKay – Hard Surfacing the 13<sup>th</sup> Line
6. Reports of Municipal Officers and Committees:
  - a) Conferences and Seminars
  - b) County Council – Updates & Questions
  - c) Staff Reports – Updates & Questions
  - d) Staff Report - #CIO2023 – 01 re: Municipal Alcohol Policy
  - e) Staff Report - #CIO2023 – 02 re: Purchasing Card Policy
  - f) Staff Report - #BCO2023 – 03 re: By-law Compliance Reporting
  - g) Staff Report - #CSM2023 – 05 re: Corporate Services Reporting
  - h) Staff Report - #CSM2023 – 06 re: Innerkip Minor Ball Agreement
  - i) Staff Report - #CAO2023 – 03 re: CAO-Treasury Reporting
7. By-laws:
  - a) By-law #2023-11 – ZBA Application ZN2-23-02 (VerKuyl Farms Ltd.)
  - b) By-law #2023-12 – Innerkip Minor Ball Agreement
8. Other and Unfinished Business:
9. Closed to the Public Session \*as authorized under s. 239 of the Municipal Act\*:
10. Confirming By-law
11. Adjourn

Placeholder Page for Agenda Item 1 –  
Call to order and opening remarks

Use this page to note any opening remarks  
you wish to make.

2.

## Placeholder Page for Agenda Item 2 – Approval of the Agenda

Use this page to note items you would like added to the agenda.

3.

### Placeholder Page for Agenda Item 3 – Disclosure of Pecuniary Interest

Use this page to note any Pecuniary Interests  
you wish to declare at the meeting.

The Council of the Township of East Zorra-Tavistock met at the Innerkip Community Centre, Innerkip, Ontario at 9:00 a.m. on Wednesday April 5, 2023.

Members Present: Mayor Phil SCHAEFER, Deputy Mayor Brad SMITH and Councillors Matthew GILLESPIE, Scott RUDY, Jeremy SMITH, Steven VAN WYK and Scott ZEHR.

Members Absent: Councillor Scott RUDY.

Staff Present: CAO-Treasurer Karen DePrest, Clerk Will Jaques, Chief Building Official John Scherer and Fire Chief Scott Alexander.

Mayor SCHAEFER welcomed everyone to the meeting. Councillor SMITH noted the success of the recent Innerkip Home & School Association fundraising dance, and also noted a number of other upcoming events in the Township:

- Innerkip Lions Good Friday Fish Fry
- Family Skate fundraising event for the family of Dan Varey, to be held on Good Friday in Tavistock
- Innerkip and Tavistock Easter Egg hunts, to be held on Saturday April 8<sup>th</sup>

Councillor SMITH also offered his congratulations to Bill and Janice McIntosh on their recent award from the Ontario Association of Agricultural Societies, as well as to the Tavistock Royals on recently winning the WOAA hockey championship.

Approve  
Agenda

1. Moved by: Scott ZEHR  
Seconded by: Brad SMITH  
Resolved that Council approve the agenda for the April 5, 2023, meeting as printed and circulated.

*CARRIED.*

PECUNIARY INTERESTS:

- Jeremy SMITH – Item #4(e) (Consent Application B23-09-2A (peopleCare Inc.))

Confirm  
Minutes -  
Council

- 2. Moved by: Matthew GILLESPIE  
Seconded by: Steven VAN WYK  
Resolved that Council confirm the Minutes of the March 15, 2023, Council Meeting, as printed and circulated.

*CARRIED.*

Correspondence & Reports – No Resolutions:

- ERTH Corp. – 2023 AGM (Save The Date)
- March 15, 2023 Police Services Board Meeting Minutes
- March 22, 2023 Recreation Advisory Committee Meeting Minutes
- Staff Report - #CBO2023 – 04 re: Building, Development & Drainage Reporting
- Staff Report - #PW2023 – 04 re: Public Works Reporting
- Staff Report - #FC2023 – 03 re: Fire Department Reporting

Correspondence & Reports – Resolutions  
Following:

Woodstock –  
Municipal  
Insurance Costs  
Resolution

Council reviewed the correspondence from the City of Woodstock regarding reducing municipal insurance costs.

- 3. Moved by: Matthew GILLESPIE  
Seconded by: Scott ZEHR  
Resolved that Council support the resolution from the City of Woodstock regarding municipal insurance costs.

*CARRIED.*

ERTH Corp. –  
2023 AGM  
(Save The  
Date)

Council reviewed the correspondence from ERTH Corp. regarding saving the date for the 2023 Annual General Meeting, which is to be held May 25, 2023.

Consent  
Application  
B22-95-2  
(Leslie)

- 4. Moved by: Matthew GILLESPIE  
Seconded by: Scott ZEHR  
Resolved that Council voice no objection to consent application B22-95-2 (Leslie).

*CARRIED.*

Having declared a pecuniary interest, Jeremy Smith left the meeting at 9:20 a.m.

Consent  
Application  
B23-09-2A  
(peopleCare  
Inc.)

5. Moved by: Brad SMITH  
Seconded by: Matthew GILLESPIE  
Resolved that Council voice no objection to consent  
application B23-09-2A (peopleCare Inc.)  
*CARRIED.*

Jeremy Smith returned to the meeting at  
9:23 a.m.

County Council-  
Updates &  
Questions

Mayor SCHAEFER provided an update on Oxford  
County Council activities.

March 15, 2023  
Police Services  
Board Meeting  
Minutes

Council reviewed the Minutes from the March 15,  
2023 Police Services Board meeting.

March 22, 2023  
Recreation  
Advisory  
Committee  
Meeting Minutes

Council reviewed the Minutes from the March 22,  
2023 Recreation Advisory Committee. Council also  
confirmed its support of **the Committee's**  
recommendation to amend the Terms of Reference  
**to acknowledge meeting "quorum" as five (5)**  
members.

Staff Report  
#CBO2023 – 04  
re: Building,  
Development &  
Drainage  
Reporting

CBO John Scherer reviewed the Monthly Building,  
Development & Drainage Report with Council.

At 9:45 a.m., Shirley McCall-Hanlon attended the  
meeting to discuss her proposal for a memorial  
tree program in the Township.

6. Moved by: Jeremy SMITH  
Seconded by: Matthew GILLESPIE  
Resolved that Council direct staff to create a report  
investigating memorial tree program options, as  
well as potential locations for tree plantings in the  
Township.

*CARRIED.*

Staff Report  
#PW2023 – 04  
re: Public Works  
Reporting

Council reviewed the Monthly Public Works Report,  
as submitted by Public Works Manager Tom  
Lightfoot.

Staff Report  
#FC2023 - 02  
re: Fire  
Department  
Reporting

Fire Chief Scott Alexander reviewed the Monthly  
Fire Department Report with Council.

Other and  
Unfinished  
Business

CAO-Treasurer Karen DePrest provided an update  
on the Township 2023 budget process.

- 7. Moved by: Scott ZEHR  
Seconded by: Steven VAN WYK  
Resolved that Council hold a special meeting of  
Council on May 11, 2023 at 9:00 a.m. to review  
and discuss the 2023 budget.

*CARRIED.*

Confirming  
By-law

- 8. Moved by: Jeremy SMITH  
Seconded by: Scott ZEHR  
Resolved that By-law #2023-10 being a by-law to  
confirm the proceedings of Council held  
Wednesday April 5, 2023, be read a first, second  
and third time this 5<sup>th</sup> day of April, 2023;

And further that the Mayor and Clerk are hereby  
authorized to sign the same and affix the corporate  
seal thereto.

*CARRIED.*

Adjourn

- 9. Moved by: Brad SMITH  
Seconded by: Matthew GILLESPIE  
Resolved that Council does now adjourn at  
11:29 a.m.

*CARRIED.*

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Will Jaques, Clerk

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Phil Schaefer, Mayor





March 27, 2023

Dear Heads of Councils and Councillors,

We, the Association of Ontario Road Supervisors (AORS), are writing you on behalf of all our municipal members to raise awareness and solicit your support by objecting to a new fee proposed by Enbridge Gas. Enbridge has announced their intention to implement a new charge to third-party contractors and other utilities for utility locates. Third-party contractors will include Ontario municipalities and contractors working on their behalf. Enbridge Gas will apply a charge of \$200 CAD (plus applicable taxes) per locate request where a field locate is required. The need for municipalities and their contractors to request these locates when doing road construction and maintenance is due to utilities being present in municipal right of ways, which municipalities across the province have allowed at no cost to the utility.

Enbridge has stated that the *Getting Ontario Connected Act* passed into law in April 2022 has resulted in changes to the *Ontario Underground Infrastructure Notification System Act* and has caused Enbridge to make significant investments in associated operational investments. The concern being raised by our members, your public works staff, is that Enbridge will be just the beginning of these additional fees, with other utility companies implementing similar charges. These new charges will have significant impacts on municipal budgets.

As examples of what impacts this announcement might have on municipalities, based on 2022 municipal locate requests alone, it is estimated that this new fee would directly cost the Municipality of Central Huron approximately \$35,000 annually, the City of Belleville approximately \$90,000 annually and the Town of Espanola approximately \$7,300 annually. It is important to note that these are direct costs alone. Any subcontractors working on behalf the municipality requesting locates will be charged this same cost, and these costs will have to be borne by someone – meaning the subcontractors will put this cost back to the municipality. Then there will be the added administrative costs at both ends of the transaction. It is difficult to determine this quickly the true fulsome costs to your budget. This will also add an extra item into tendering projects, as it will create concerns on both sides on who is responsible for these costs.

By Enbridge Gas passing on these locate costs to municipalities, these costs are borne by all ratepayers across the municipality, and not only those who use this utility.

We would like to request your Council consider passing the following resolution:

*WHEREAS, Enbridge recently made an announcement of their intention to begin charging third-party contractors and other utilities \$200 CAD (plus applicable taxes) for utility locates where a field locate is required;*

*AND WHEREAS, third-party contractors include Ontario municipalities;*

*AND WHEREAS, these locate requests are only required as Ontario municipalities have allowed utilities to use municipal right of ways at no charge to the utilities;*

*AND WHEREAS, this announcement of new downloaded costs will negatively impact the budgets of Ontario municipalities which are already burdened;*

*AND WHEREAS, if Enbridge is successful in implementing this new charge, a precedence is set for other utility companies to also begin charging for locates;*

*THEREFORE IT BE RESOLVED, that the <insert your municipality name> strongly opposes these utility locate costs being downloaded to Ontario municipalities by Enbridge Gas or other utilities;*

*AND THAT, the Province of Ontario's Ministry of Public and Business Service Delivery make it clear that these costs must be borne by the utilities themselves;*

*AND THAT, this decision be forwarded to Minister of Public and Business Service Delivery Kaleed Rasheed, Minister of Infrastructure Kinga Surma, Minister of Energy Todd Smith, Premier Doug Ford, <insert your municipality name>'s MPP, the Association of Ontario Road Supervisors and the Association of Municipalities of Ontario.*

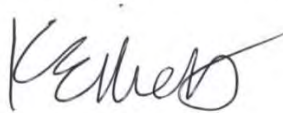
Furthermore, AORS will be sending your public works senior managers and directors a survey to further investigate the true costs of this proposed fee on your budgets. We ask you to encourage your staff to complete this survey so we can better advocate on your behalf.

If you require additional information, please do not hesitate to contact us.

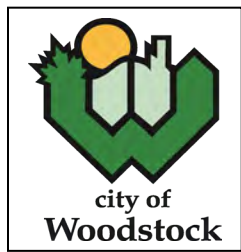
Sincerely,



John Maheu  
Executive Director  
[johnmaheu@aors.on.ca](mailto:johnmaheu@aors.on.ca)



Kelly Elliott  
Marketing and Communications Specialist  
[kellyelliott@aors.on.ca](mailto:kellyelliott@aors.on.ca)



April 12, 2023

Municipality of Chatham-Kent  
ATTN: Judy Smith - Director Municipal Governance/Clerk  
Via e-mail – ckclerk@chatham-kent.ca

**Re: Correspondence – Resolution regarding Bill 5 - Stopping Harassment by Local Leaders**

At the Woodstock City Council meeting held on Thursday, April 6th, 2023, the following resolution was passed:

"That Woodstock City Council expresses support for Bill 5 – Stopping Harassment and Abuse by Local Leaders Act, which would require the code of conduct for municipal Councillors and members of local boards to include a requirement to comply with workplace violence and harassment policies and permit municipalities to direct the Integrity Commissioner to apply to the court to vacate a member's seat if the Commissioner's inquiry determines that the member has contravened this requirement;  
And further that this resolution be circulated to the Honourable Doug Ford, Premier of Ontario; the Honourable Steve Clark, Ministry of Municipal Affairs and Housing; and the Honourable Ernie Hardeman, Oxford MPP;  
And further that this resolution be circulated to Oxford County and the area Municipalities for consideration."

**Clerk's Note: More information on Bill 5 can be found at:**

<https://www.ola.org/en/legislative-business/bills/parliament-43/session-1/bill-5>

Yours Truly,



Amy Humphries, City Clerk

Cc: Via email –

Kyle Kruger - CAO/Clerk - Township of Norwich - [kkruger@norwich.ca](mailto:kkruger@norwich.ca)  
Tanya Daniels - Clerk - Town of Tillsonburg - [clerks@tillsonburg.ca](mailto:clerks@tillsonburg.ca)  
Julie Middleton - Clerk - Township of Southwest Oxford - [clerk@swox.org](mailto:clerk@swox.org)  
Danielle Richard - Clerk - Town of Ingersoll - [danielle.richard@ingersoll.ca](mailto:danielle.richard@ingersoll.ca)  
Karen Martin - Clerk - Township of Zorra - [kmartin@zorra.ca](mailto:kmartin@zorra.ca)  
Will Jaques - Clerk - Township of East Zorra-Tavistock - [wjacques@ezt.ca](mailto:wjacques@ezt.ca)  
Rodger Mordue - CAO/Clerk - Township of Blandford-Blenheim - [mordue@blandfordbleinham.ca](mailto:mordue@blandfordbleinham.ca)  
Chloe Senior - Clerk - Oxford County - [csenior@oxfordcounty.ca](mailto:csenior@oxfordcounty.ca)  
The Honourable Doug Ford, Premier of Ontario - [premier@ontario.ca](mailto:premier@ontario.ca)  
The Honourable Steve Clark, Minister of Municipal Affairs and Housing - [Steve.Clark@pc.ola.org](mailto:Steve.Clark@pc.ola.org)  
The Honourable Ernie Hardeman, Oxford MPP - [ernie.hardemanco@pc.ola.org](mailto:ernie.hardemanco@pc.ola.org)



**To: Mayor and Members of Township of East Zorra-Tavistock Council**

**From: Dustin Robson, Development Planner, Community Planning**

## **Application for Zone Change ZN1-23-02 – VerKuyl Farms Ltd.**

### **REPORT HIGHLIGHTS**

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- The Zone Change application proposes to rezone the subject property from 'General Agricultural Zone (A2)' to 'Special General Agricultural Zone (A2-sp)' to reduce the required Minimum Distance II (MDS II) setbacks from a Type A land use and from a Type B land use.
- The subject lands are approximately 41 ha (101.4 ac) in area and contain an active livestock (swine) operation.
- Planning staff are recommending support of the application as it is generally maintains the intent and purpose of the Provincial Policy Statement (PPS) and the Official Plan.

### **DISCUSSION**

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#### **Background**

OWNER: VerKuyl Farms Ltd.  
 616150 13<sup>th</sup> Line, RR # 6, Woodstock, ON N4S 7W1

APPLICANT: Ken VerKuyl  
 616146 13<sup>th</sup> Line, Woodstock, ON N4S 7W1

LOCATION:

The subject lands are described as Part Lot 14, Concession 12 in the former Township of East Zorra, now in the Township of East Zorra-Tavistock. The lands are located on the west side of 13<sup>th</sup> Line, between Braemar Sideroad and Oxford Road 33, and are municipally known as 615841 13<sup>th</sup> Line.

COUNTY OF OXFORD OFFICIAL PLAN:

Schedule "E-1" Township of East Zorra-Tavistock Agricultural Reserve  
 Land Use Plan

CITY TOWNSHIP OF EAST ZORRA-TAVISTOCK ZONING BY-LAW 2003-18:

Existing Zoning: General Agricultural Zone (A2)

Proposed Zoning: General Agricultural Zone (A2-sp)

PROPOSAL:

The Zone Change application proposes to permit a reduction to the required Minimum Distance Separation II (MDS II) setback to facilitate a swine barn addition. The addition would be approximately 3,000 m<sup>2</sup> (32,291.7 ft<sup>2</sup>) in size and would be added to the existing 3,014 m<sup>2</sup> (32,442.4 ft<sup>2</sup>) swine barn.

Based on the MDS II calculation provided by the Township Chief Building Official, the proposed swine barn and manure storage requires a setback of 631 m (2,070 ft) from Type A land uses (e.g. dwellings on abutting properties) and a minimum setback of 1,262 m (4,140 ft) from Type B land uses (e.g. a settlement boundary or a golf course). The applicants are proposing to reduce the required MDS II reduction to a Type A land use to 230 m (755 ft) and to a Type B land use to 351 m (1,150 ft). The closest Type A land use to the existing swine barn is a single detached dwelling located at 615840 13<sup>th</sup> Line, while the closest Type B land use is the Craigowan Golf Club.

In addition to the existing 3,014 m<sup>2</sup> (32,442.4 ft<sup>2</sup>) swine barn, which was constructed in 1998, the subject lands contain a 182 m<sup>2</sup> (1,959 ft<sup>2</sup>) shed, and a silo cluster. Surrounding areas are predominately agricultural in nature, however, the Craigowan Golf Club also exists to the west of the subject lands.

Plate 1 – Location Map and Existing Zoning, indicates the location of the subject property and the existing zoning in the immediate vicinity.

Plate 2 – Aerial Photography (2020), provides an aerial view of the subject property.

Plate 3 – Applicant's Sketch, shows the location of the proposed barn addition and MDS II setbacks.

## **Application Review**

### 2020 Provincial Policy Statement (PPS)

The 2020 Provincial Policy Statement (PPS) provides policy direction on matters of provincial interest related to land use planning and development. Under Section 3 of the Planning Act, where a municipality is exercising its authority affecting a planning matter, such decisions shall be consistent with all policy statements issued under the Act.

Section 2.3 of the Provincial Policy Statement (PPS) directs that prime agricultural areas shall be protected for long term agricultural use. In prime agricultural areas, permitted uses and activities include agricultural uses, agriculture-related uses and on-farm diversified uses.

Proposed agricultural-related uses and on-farm diversified uses shall be compatible with, and shall not hinder, surrounding agricultural operations and new land uses in prime agricultural areas, including new or expanding livestock facilities, shall comply with the minimum distance separation formulae.

### Official Plan

The subject lands are located within the Agricultural Reserve designation according to the Township of East Zorra-Tavistock Land Use Plan, as contained in the Official Plan.

It is the goal of the Official Plan to preserve and protect lands designated Agricultural Reserve for agricultural uses and to minimize conflicts between agricultural and non-agricultural uses by careful management of non-farm uses, including rural residential development. The application of the Minimum Distance Separation (MDS) guidelines, as established by the Province of Ontario, is considered a key mechanism through which municipalities reduce and minimize potential conflicts through the provisions of the Township's Zoning By-law.

In the Agricultural Reserve designation lands are to be developed for a wide variety of agricultural land uses, such as general farming, animal or poultry operations, regulated livestock farms, cash crop farms and specialty crop farms. Permitted uses also include woodlands, market gardening, tobacco farming, nurseries and orchards, together with farm buildings and structures necessary to the farming operation, and accessory residential uses required for the farm.

Section 3.1.4.2 of the Official Plan outlines that all livestock and poultry operations shall satisfy Minimum Distance Separation Formula II (MDS II). The County and Area Municipalities recognize the importance of protecting agriculture land and agricultural operations. MDS II helps to minimize conflicts between farm operations and non-farm uses.

### Zoning By-law

The subject property is currently zoned 'General Agricultural Zone (A2)' according to the Township's Zoning By-law.

The 'General Agricultural Zone (A2)' permits a wide range of agricultural uses including farming, on-farm composting facilities, on-farm diversified uses (subject to further provisions of the Zoning By-law), as well as single detached dwellings accessory to the farm operation. The 'A2' zone requires a minimum lot area of 30 ha (74.1 ac) and a minimum lot frontage of 100 m (328.1 ft) in order to develop the property for any farm related buildings.

The Zoning By-law also provides that Minimum Distance Separation Formula II (MDS II) requirements shall be applied to the development of livestock barns, including additions, and new farm residences, respectively.

### Agency Comments

The Oxford County Public Works Department, and the Upper Thames River Conservation Authority (UTRCA) had no concerns regarding the proposal.

## Public Consultation

Notice of the proposal was provided to the public and surrounding land owners in accordance with the requirements of the Planning Act. At the time of writing this report, no comments or concerns had been received from the public.

## **Planning Analysis**

Minimum Distance Separation (MDS) formulae is used to calculate the appropriate distance between land uses to minimize interference between generally incompatible land uses. In rural areas, MDS is applied in instances where noise and odour associated with normal farm practices are in proximity to non-farm residents and other sensitive land uses. The MDS guidelines apply MDS II to Type A land uses, which are characterized as having lower density of human occupation, habitation or activity, while Type B land uses, which are characterized as having higher density of human occupancy, habitation or activity.

According to the Provincial MDS guidelines, MDS II setbacks should not be reduced except in limited site specific circumstances that meet the intent of the MDS guidelines. If a reduction is to be considered, it may be done through a variance application or through a site specific zoning by-law. In this instance, staff are of the opinion that it is appropriate to proceed through a zone change application given the large reduction in MDS proposed by the applicant.

Referring to Plate 3, the existing swine barn on the subject lands is currently in close proximity to existing Type A and Type B land uses. Staff note, however, that with the proposed addition to the swine barn will not be any nearer to the nearest Type A and Type B land uses than the existing swine barn.

Currently, the closest point between the existing swine barn and manure storage on the subject lands and the closest Type A land use, which is the single detached dwelling at 615840 13<sup>th</sup> Line (to the east), is approximately 230 m (755 ft). The closest point between the existing swine barn and manure storage on the subject lands and the closest Type B land use, which is the Craigowan Golf Club to the west, is approximately 351 m (1,150 ft). Both the existing setbacks from the closest Type A and Type B land uses are currently deficient the required MDS II setbacks. In consultation with the Township Chief Building Official (CBO), it was determined that the existing swine barn would not have been required to meet today's MDS II standards when it was constructed in 1998. Any addition to the existing swine barn would require planning approval given the existing deficiencies.

As a point of reference, the Township's CBO calculated MDS II setback requirements for the existing 1998 swine barn had it been constructed today. It was calculated that the a setback of 646 m (2,119 ft) from the closest Type A land use and a setback of 1,292 m (4,239 ft) from the closest Type B land use would be required if the existing barn was constructed today. Both setbacks are larger than those required for the proposed barn addition and staff are of the opinion that the proposed addition will not create additional nuisances on surrounding properties.

The applicants are proposing a reduction to the required MDS II for the planned swine barn addition that would be equal to the MDS II setbacks currently existing on-site. Given the existing deficient MDS II setbacks on-site, staff note that the proposal would not be introducing a new potential nuisance producer (odour, noise, etc.) that does not already exist. The addition would also not further reduce the existing deficient MDS II setbacks or impact new land uses that are currently not already impacted by the existing swine barn.

In light of the information above, it is the opinion of this Office that the proposed Zone Change application to permit modified MDS II requirements complies with the policies of the PPS and Official Plan and can be supported from a planning perspective.

## RECOMMENDATIONS

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It is recommended that the Council of the Township of East Zorra-Tavistock approve the zone change application submitted by VerKuyl Farms Ltd, whereby the lands described as Part Lot 14, Concession 12 (East Zorra) are to be rezoned from 'General Agricultural Zone (A2)' to 'Special General Agricultural Zone (A2-sp)' to reduce the Minimum Distance Separation II setback for a livestock operation and manure storage to a Type A land use from 631 m (2,070 ft) to 230 m (755 ft) and to a Type B land use from 1,262 m (4,140 ft) to 350 m (1,148.2 ft).

## SIGNATURES

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**Authored by:** *'original signed by'*

Dustin Robson, MCIP, RPP  
Development Planner

**Approved for submission:** *original signed by*

Gordon K. Hough, RPP  
Director





**Legend**

- Parcel Lines**
  - Property Boundary
  - - - Assessment Boundary
  - - - Unit
  - Road
  - - - Municipal Boundary
- Zoning Floodlines**
- Regulation Limit**
  - 100 Year Flood Line
  - ▲ 30 Metre Setback
  - Conservation Authority Regulation Limit
  - Regulatory Flood And Fill Lines
- Land Use Zoning (Displays 1:16000 to 1:500)

**Notes**



0 409 818 Meters

NAD\_1983\_UTM\_Zone\_17N



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. This is not a plan of survey

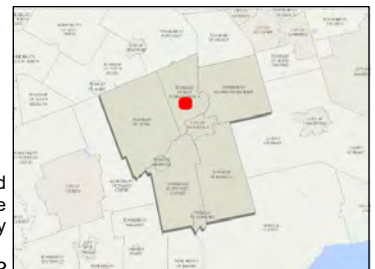
March 21, 2023



**Legend**

- Parcel Lines**
  - Property Boundary
  - Assessment Boundary
  - Unit
  - Road
  - Municipal Boundary
- Zoning Floodlines**
- Regulation Limit**
  - 100 Year Flood Line
  - ▲ 30 Metre Setback
  - Conservation Authority Regulation Limit
  - Regulatory Flood And Fill Lines
- Land Use Zoning (Displays 1:16000 to 1:500)

**Notes**



0 205 409 Meters

NAD\_1983\_UTM\_Zone\_17N



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March 31, 2023



Plate 3: Applicant's Sketch

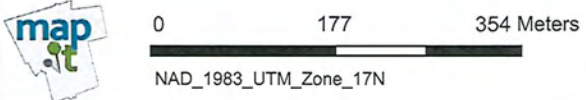
File No: ZN 2-23-02 - VerKuyl Farms Ltd.

Part Lot 14, Concession 12 (East Zorra), Township of East Zorra-Tavistock - 615841 13th Line



- Legend**
- Regulatory Flood (GRCA)
  - Flood Hazards (UTRCA)
  - 100 Yr Flood (LPRCA)
  - GRCA River Slopes and Erosion Allowances
  - GRCA River Valley Slopes
  - UTRCA Erosion Hazards
  - Erosion Hazard Lands (From OP)
  - GRCA Reg Limit
  - UTRCA Reg Limit
  - LPRCA Reg Limit
  - CCCA Reg Limit

**Notes**



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February 22, 2023

Elected officials, Municipal employees and neighbors. My name is Jack McF, we have lived on the 13th line since 1989 every year we see more traffic and less maintenance on this road. This is a sign of the times apparently but another sign of the times is that our taxes have doubled in the last few years and our value they show on gravel/mud roads with maintenance or material.

In 2016, we were promised action by council on this road as soon as the Maplewood railroad was finished. It is finished and has already been donated to Oxford county and we have seen nothing. Driving in the mud and trying to breathe with dust that got to be addressed. Most people living here by at least one or two windshields a year. That does not include the stone drivers that you receive from vehicles try to maintain a decent looking property by cutting the roads. The dust situation was the worst last year. We finally topped the stone went and the afternoon bus shut to try to keep the dust out too many & about vehicle on this road is impossible because of you meet a speedy vehicle stone blew a hole thru a fiberglass body

We have been told that pavement will increase the speed of vehicles but we should have records from the speed radar that some people drive almost double the limit on Sprank. If it was paved we might even see a police car more than twice a year. When the official road needs study was probably to consult off on Dec 1 2021 it was noted we poor, with a life expectancy of only 44 years remaining according to the same road study it is one of the busiest roads in the township. According to my mother-in-law we only have 35 months before the 13th line we we know it fails totally, then what?

We all agree in the Gazette that Wilmot Township recorded a contract for over 400,000 dollars for surface treatment and the funding is coming from Condo Community funds, fund and development charges. Is that funding not available to all municipalities?

We are here tonight as a group to ask that you realize our lives are being severely impacted by this situation and we would very much appreciate your input so that we can live our lives like many other citizens in this municipality.

John W. King

Township of East Zorra-Tavistock  
90 Loveys Street  
Hickson, Ontario N0J 1L0

April 10, 2023

## 2<sup>nd</sup> Petition

Attention: Mr. Tom Lightfoot,  
Roads Superintendent

**Re: Paving/Surface Treatment of the 13<sup>th</sup> Line between the Cassel Sideroad and County Rd. 8. (see 1<sup>st</sup> petition presented on May 18/2016)**

We are again petitioning that the 13<sup>th</sup> Line - between the Cassel Sideroad and County Rd. 8, be paved or surface treated, to address several road issues and resident concerns.

The advantages of doing such are as follows:

- 1) **Dust Control/Improve Quality of Life** – The residents on this stretch of road deal with a great amount of road dust in their homes (both on the east and west side of the road, as some homes are fairly close to the road). It would provide relief to the residents during dry conditions throughout the year, and improve the quality of living to these residents. For example, residents are unable to open windows in their homes or even work or sit outside, nor hang laundry outside their homes due to excessive dust issues at certain times of the year and when vehicles pass their residents. Pavement would also help to lower the maintenance-both time and costs, to residents on their properties after dust events have occurred. Also, residents should experience less noise from stones hitting off of the vehicles that pass their residents or being hit with flying stones/dust when cutting lawn close to the road.
- 2) **Cost Reduction** – We believe the township would be saving money on road maintenance. Things such as: gravel, calcium, and grating. Little cost would be needed to be spent to prep the road for pavement/surface treatment because the road width appears to be a decent size and it has already been built up pretty well in most places. In the past, residents have experienced a broken front window on their home (at location #616368 – Aug. 2014, due to flying stones from a large truck passing this location). Several issues have also occurred with broken windshields on pickup trucks recently on this section of the 13<sup>th</sup> Line too. For example, currently Zilke Farms has 2 pickup trucks that both have broken windshields due to flying stones from oncoming vehicles & Ms. Van de Camp has also had a rock damage her windshield. It would also be less wear & tear on vehicles that do travel this stretch of road (including Township vehicles that frequently travel this road to and from Hickson/Tavistock).
- 3) **High Traffic Volume** – Because the 13<sup>th</sup> Line is travelled as a direct route from Hickson to Tavistock by many, there is a fairly high volume of traffic daily on this road. Also, if the road was paved in this section, it could act as an alternative route to Highway 59 and/or County Rd. 8, when traffic has been re-routed due to a road closure or accident, which also may increase safety on our roads, when loose gravel is present. According to the Road Study that the Township had ordered, was presented to EZT Council on Dec 1/2021. The results included items as follows: structurally this section of road only has a life expectancy of 4.4 years remaining, rated as Poor condition, and is one of the busiest travelled gravel roads in the Township.

For the above mentioned reasons, we, the residents of the 13<sup>th</sup> Line would be pleased if something could be done about this situation soon.

The residents and/or local taxpayers who support the proposed paving of the 13<sup>th</sup> Line between the Cassel Sideroad and County Rd. 8.

Property (911 #)	Signature	Property (911 #)	Signature
616378	Jane Zilke	616 313	M. L. McKay
616378	John Z	616313	FE M Kay
616447	Mark Zandcamp		
616447	Mark Z		
616495	Jim Bremner		
925179	Pam Wallace		
925779	Don Well		
616402	Michael Z		
616368	Michael Z		
115 Victoria Court 616402	Arden Zilke		
	Mark Zilke		
4 King Cres	Brad Wick		
616378	L Zilke		
7 King Cr.	Ken Stronberg		
616565	Beth Willis		
616355	John Wilson		
616355	Lisa Carberry		
616362	Dessie Wilson		
616362	Chris Wilson		

Please advise of any decision or resolution to this matter, and direct any further questions or concerns to our spokesperson(s), Frank McKay at (519) 537-0715 or Jane Zilke at (519) 462-1443.

Thank you in advance.

#6.a

Placeholder page for Agenda Item 6.a –  
Conferences & Seminars



#6.b

Placeholder page for Agenda Item 6.b - County Council – Update & Questions

#6.c

Placeholder page for Agenda Item 6.c –  
Staff Reports and Questions for Staff

# STAFF REPORT

Report #CI O2023-01

To: His Worship the Mayor and Members of Council

From: Meaghan Vader, Corporate Initiatives Officer

Re: Municipal Alcohol Policy

Date: April 12, 2023

## Background:

As part of the Parks and Recreation Master Plan, Stantec Consulting provided a list of recommendations for Parks and Recreation in the Township. Included as a short-term priority, recommendation #79 advised that, "*A municipal alcohol policy be developed.*"

## Discussion:

Staff have worked together to develop a "Municipal Alcohol Policy". The policy was developed to ensure a safe and managed approach for the consumption of alcohol at events held on Township property. The policy is designed to inform event organizers and help limit alcohol related problems, as well as to help mitigate Township liability and other risks associated with having alcoholic beverages at events. The policy was developed in review of **the Alcohol and Gaming Commission of Ontario's** permit conditions, and the *Liquor Licence and Control Act*.

The policy incorporates consistent requirements at different Township facilities into a standardized policy for all events including alcohol across the Township. The policy will allow facility users to have a consistent experience using facilities in the Township, as well as provide staff with a standardized policy when booking events involving alcohol at Township facilities.

Staff will work with user groups and facility renters to implement the requirements. The new policy will also be attached to all booking agreements involving alcohol **in the Township's facility booking software, BookKing.**

Staff would draw attention to and note that the **Township's** insurance provider has strongly recommend that in regard to events involving alcohol on Township property that the limit of liability for insurance coverage be a minimum of \$5 million dollars. **In accordance with the Township's insurance** provider recommendation, this has been included in the policy.

Attachments:

- Appendix 'A' – Municipal Alcohol Policy

Recommendation:

1. That Council adopt the Municipal Alcohol Policy, as attached to Staff Report #CIO2023-01;
2. And further that Council authorizes the Municipal Alcohol Policy be effective as of May 1, 2023.

Reviewed by C.A.O:



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Karen DePrest  
Chief Administrative Officer

Report prepared and submitted by:



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Meaghan Vader  
Corporate Initiatives Officer



## Municipal Alcohol Policy

Policy Number: GP 2.18  
Approval Date:  
Approval Authority: Council  
Effective Date: May 1, 2023  
Revision Date/s:

### Purpose

To define the conditions for Special Occasion Permit (SOP) events and establish procedures to ensure a safe and managed approach for the consumption of alcohol at events held on municipal property and for enforcing violations of the Alcohol Policy and relevant procedure.

### Goal Statement

The Township of East Zorra-Tavistock is committed to providing a safe environment to residents and visitors, and wants people to enjoy the various facilities and parks available. In order for the Township to ensure the health and safety of the public, and the protection of municipal staff and facilities, a policy for the orderly use of alcohol during events and functions has been developed. The following document outlines these regulations.

### Objectives

- a. To ensure proper operation and supervision of Special Occasion Permit events by providing education in prevention and intervention techniques and in effective management procedures. This will lower the risk of liability to event organizers, participants, volunteers, the Township and its staff.
- b. To reinforce responsible drinking practices for consumers through appropriate operational procedures, controls, training and education.
- c. To honour the decision of designated drivers not to drink alcohol and to encourage their participation by providing alternative, non-alcoholic beverages.
- d. To provide a balanced use of alcohol through Special Occasion Permits so that alcohol becomes a responsible part of a social function, rather than the reason for it.
- e. To provide a balance of licensed and non-licensed programs to ensure that consumers, abstainers, adults, youth and families will be adequately served and protected.

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## **1.0 Procedure**

Any municipal property for which a licence has been obtained from the Alcohol and Gaming Commission of Ontario and for which the facility user/ permit holder of such event has signed a Booking Requirements at Township Facilities agreement with the Township, setting out the conditions of the municipality and the Alcohol and Gaming Commission of Ontario, is deemed suitable for Special Occasion Permit events, unless otherwise specified in this procedure.

The Manager of Public Works, or designate, having operational jurisdiction over a facility has the authority to approve or deny a proposed Special Occasion Permit event at a location(s) within or on the grounds of the municipal property under their jurisdiction.

Rules and conditions for the provision/consumption of alcohol may vary, and are dependent upon the type of facility or event as well as conditions that the Township of East Zorra-Tavistock may include from time to time. The Township reserves the right to vary or introduce additional conditions or restrictions at its absolute discretion.

## **2.0 Township Facilities Eligible for Special Occasion Permits**

Tavistock Arena (Upper Hall; Curling Club Lounge; Arena Floor, not including stands)  
Tavistock Memorial Hall (Main Hall)  
Tavistock Queens Park Pavilion  
Hickson Park Pavilion  
Innerkip Park Pavilion  
Innerkip Lions Pavilion  
Innerkip Community Centre

## **2.1 Township Facilities Not Eligible for Special Occasion Permits or Consumption of Alcohol at Any Time**

### **Arena Dressing Rooms**

**Rationale:** Alcohol is not permitted in Arena Dressing Rooms as it encourages skaters to be on the ice surface under the influence of alcohol thus leading to safety concerns. As well, drinking alcohol following the game increases the risk of impaired driving. Illegal consumption of alcohol will not be tolerated in these areas.

### **Curling Club and Arena Ice Surfaces**

**Rationale:** The Curling Club and Arena Ice Surfaces are not suitable for a Special Occasion Permit event due to the obvious safety concerns. Permitting patrons under the influence of alcohol on the ice surface and in the seating area is a potential safety hazard. A Special Occasion Permit will only be considered if properly constructed boards are placed over the ice surface.



### **Areas with Tiered Seating**

**Rationale:** The consumption of alcohol is prohibited in areas of municipal facilities with temporary or fixed tiered seating. Tiered seating such as bleachers and auditorium style seating increases the risk of injuries at events.

**Exceptions:** Any person wishing to hold a Special Occasion Permit event in a location not listed in this policy must apply to Council for approval. From time to time the Township may allow for the service of alcohol in municipally owned parks, or other facilities at the discretion of Council and staff.

## **2.2 Events Not Eligible for Special Occasion Permits**

### **Youth Events**

In order to be eligible to rent a municipal facility for youth or minor sports events, including banquets, the sponsor(s) must agree that these will not be special occasion permit events. Alcohol is not allowed at events targeted exclusively to youth under 19 years of age on Township property.

**Rationale:** These events are intended for young people under the age of majority. Non-consumption by participating adults provides a positive example for young people. Since adults supervise and drive young people to and from these events, alcohol consumption does not provide a positive example regarding drinking and driving.

## **3.0 Mandatory Signs**

### **3.1 Statement of Intoxication**

These signs will be provided by the Township in duplicate, to be placed in the bar area.

“It is against the Liquor Licence and Control Act (Ontario) and its regulations to serve customers to intoxication. For this reason, servers in our facilities are required to obey the law and not serve anyone to intoxication. We are also pleased to offer non-alcoholic beverages.”

### **3.2 Accountability**

This sign will be supplied in quadruplet by the Township. This sign will be posted at the bar and main entrance of all Special Occasion Permit functions. This sign will inform patrons where to direct concerns regarding the manner in which the function has been operated. In addition to naming the sponsor of the event, the sign should include the name, address, and telephone numbers of the East Zorra-Tavistock Parks and Recreation Department, local Ontario Provincial Police Detachment and Alcohol and Gaming Commission of Ontario.

**Rationale:** Having these signs visible to participants eliminates any confusion on who to contact for information or to lodge complaints regarding an event.

### **3.3 No Last Call**

A sign stating “Last Call Will Not Be Announced”, to be placed in the bar area. This sign will be provided by the Township of East Zorra-Tavistock.

### **3.4 Ticket Sales**

A sign shall be posted at the alcohol ticket sales table outlining the number of tickets sold at one time, when ticket sales end, and that any unused tickets can be redeemed for cash prior to the end of the event.

**Rationale:** This sign supports the ticket sellers, discourages large numbers of drinks (which can result in intoxication), prevents over drinking, reduces the buying of table rounds which can result in overdrinking, and having limits on the number of tickets purchased allows for greater observation of intoxication of guests. Refunding guests/patrons for unused tickets will decrease pressure to use their drink tickets which can increase the number of drinks consumed in a short period of time at the end of the night.

### **3.5 Legal Drinking Age**

The only acceptable proof of age is valid government issued photo identification. Valid types of identification include:

- A driver’s licence issued by the Province of Ontario with a photograph of the person to whom the licence is issued
- A Canadian passport
- A Canadian citizen ship card with a photograph of the person to whom the card was issued
- A Canadian Armed Forces identification card
- A secure certificate of Indian status issued by the Government of Canada
- A photo card issued by the Liquor Control Board of Ontario
- A permanent resident card issued by the Government of Canada
- A photo card issued under the Photo Card Act, 2008. O. Reg. 389/91, s. 29 (5); O. Reg. 561/96, s.1; O. Reg. 66/98, s. 7; O. Reg. 182/11, s. 13.

### **3.6 Alcohol Ineligible areas**

“No alcohol beyond this point”.

The Township will ensure that alcohol ineligible areas of municipal facilities are signed.

### **3.7 No Alcohol During Pregnancy, “Sandy’s Law”**

A sign stating that drinking alcohol during pregnancy can cause birth defects and brain damage to your baby. This sign will be posted at the bar.

### **3.8 Safe Transportation**

A sign shall be posted indicating safe transportation alternatives available and indicating that RIDE programs are in our communities.

**Rationale:** This sign informs people that they have other means to get home safely if

they have been drinking. Ensures participants are aware that police perform road side checks for drinking and driving. Supports non-drinking behavior and designated drivers.

#### **4.0 Safe Transportation**

Only individuals, groups or organizations implementing a safe transportation strategy will be permitted rental/ use privileges for Special Occasion Permit functions. The permit holder is responsible for promoting safe transportation options for all the drinking participants.

##### **Possible Strategies:**

- A designated driver provided by the sponsoring group
- Designated Drivers Program – to be advertised at the event so that all patrons are aware this program is available. The designated driver should be supplied with low cost or free soft drinks/coffee during this function.
- Impaired individuals will be driven home by a sober friend, and/or call a relative, or taxi.
- A taxi paid either by the sponsoring group or the participant
- Inform patrons through advertising of the available Taxi service.

The sponsor is to decide which option of Safe Transportation will be provided during their event. Please indicate what strategy you are using on the “Checklist for Renters” form.

**Rationale:** The risk of liability is high when an impaired driver leaves an event where alcohol is served. Event organizers must assume responsibility for promoting safe transportation for all patrons consuming alcohol.

#### **5.0 Youth Admission to Licensed Events**

Each rental group will be responsible to select a strategy on allowing youth to their event. In all cases, the following guidelines must be adhered to:

- All identification must be checked before anyone is allowed into the event/facility if persons appear to be under 25 years of age.
- Two (2) extra floor monitors will be required if persons under the legal drinking age are allowed to enter the event.
- In the event of service or provision of alcoholic beverages to any person under the legal drinking age, the person serving or providing such alcoholic beverage will be required to leave the event.
- All participants over the legal drinking age will be identified (i.e. stamps, wristbands) before entering the event.

**Rationale:** To ensure that persons under the legal drinking age do not consume alcohol.

## **6.0 Security**

The permit holder shall provide security sufficient to ensure that unauthorized persons do not attend the event and to ensure that the conditions of the permit and requirements of the Act are observed.

- In determining whether security is sufficient, the permit holder shall consider the nature of the event, the size of the premises, and the age and number of persons attending the event in accordance with Section 9.
- At least one municipal representative with authority to demand correction and/or to shut down an event on behalf of the Corporation will be available for all Special Occasion Permit Events.
- Security measures will be determined on a case by case basis in consultation with the Municipality and the Ontario Provincial Police. The permit holder is responsible for any expenses incurred for security requirements.
- Licensed, paid security does not need to be Smart Serve trained.
- The Township of East Zorra-Tavistock reserves the right to approve or deny security that is hired.

## **7.0 Alcohol Services**

### **7.1 Control of Alcohol Services**

- a. A maximum of 2 drinks/tickets may be purchased by an individual at any one time. Alcohol shall not be left available for self service.
- b. The permit holder shall allow the redemption of unused tickets for cash at any time during the event.
- c. Bartenders reserve the right to refuse service and the permit holder has the right to refuse admittance to persons who are underage, or to an individual who appears intoxicated.
- d. There will be no "last call". Hours of operation of the bar must be posted.
- e. Alcohol can only be sold and served during the hours that are stated on the permit.
- f. All signs of sale and service must be cleared within 45 minutes of the end time stated on the permit. This includes the removal of all partially consumed and empty bottles, and glasses that contain(ed) alcohol.
- g. Non-alcoholic beverages must be provided for designated drivers free of charge.
- h. All prices charged for alcohol must comply with the Liquor Licence and Control Act.
- i. Permit holders or municipal staff on duty will call police to report a driver who is suspected of being impaired.
- j. All facilities must be vacated by 2:00 a.m. unless otherwise negotiated with the Manager of Public Works or designate. If a later closing time is pre-approved, the closing time will be adjusted accordingly. A \$50 surcharge will be applied every hour that the facility is not vacated.
- k. All event workers must wear a form of identification as supplied by the event sponsor/permit holder.
- l. Marketing practices which encourage increased consumption, such as oversize

drinks, double shots or spirits, drinking contests, and volume discounts are not permitted.

- m. Free alcoholic drinks shall not be advertised.
- n. All drinks to be served in plastic or paper cups and all bottles/cans to be retained in the bar area. For formal occasions, glass can be used until 10:00 p.m. Non-breakable containers can be used after 10:00 p.m. Bottles will be permitted on tables for weddings and other formal events at the discretion of the Township staff approving the event.
- o. Sufficient food shall be available and served throughout the duration of the event.

**Rationale:** By following the above guidelines we will reduce the risk that sponsor's automatically assume when running an event. These practices are designed to discourage heavy alcohol consumption.

## **7.2 Alcohol and Non-Alcoholic Drinks**

Non-alcoholic beverages shall be made available. The permit holder must ensure that only standard drinks will be served. A standard drink is: 12 oz. 5% beer; 5 oz. 12% wine; 1 ½ oz. 40% spirits. No extra strength beer shall be provided (i.e. beer that has greater than 5% alcohol).

**Rationale:** These measures will help to prevent adverse consequences related to alcohol, such as intoxication, alcohol poisoning and impaired driving. Non-alcoholic beverages must be available for designated drivers and those who do not wish to drink alcohol. Event organizers are encouraged to offer low alcohol content beverages (i.e., beer that has less than 5% alcohol content). An individual consuming a regular beer (at 5% alcohol) could drink two "extra light beers" (2.5% alcohol) and ingest the same amount of alcohol. Similarly, "light beer" (at 4% alcohol) represents a 20% reduction of alcohol intake.

## **7.3 Prohibited Activities**

The following activities are not permitted at Municipal Facilities:

- a. Alcohol raffles
- b. Drinking games
- c. Discounted Drinks
- d. Alcohol as a prize

Raffle Definition: RAFFLE means a lottery scheme where tickets are sold for a chance to win a prize at a draw and includes 50/50 draws, elimination draws, calendar draws, sports raffles and rubber duck races.

## **8.0 Controls Prior to the Event**

### **8.1 Responsibilities of the Permit Holder**

The permit holder must:

- a. Complete an 'application for a Special Occasion Permit' form to the Alcohol and

Gaming Commission of Ontario and pay the applicable fee. This application must be completed at an LCBO SOP Service store. Applications need to be completed at least 2 weeks prior to a 'Private SOP', 30 days for a 'Public SOP' under 5000 people, and 60 days for a 'Public SOP' over 5000 people.

- b. Upon obtaining the required SOP, obtain the necessary Municipal Facility and Property Rental Agreement, Rules and Regulations from the Township.
- c. Sign and have witnessed the Agreement Form.
- d. 100% of Event Staff, as defined in "Section 9: Event Workers/Server Training", must be Smart Serve trained.
- e. Attend the event and ensure the operation is in accordance with the rules of the Liquor Licence and Control Act, applicable regulations, policy and procedures.
- f. Be on duty to ensure the physical setting is safe at all times. Any unsafe condition must be reported to the facility representative and addressed appropriately. If permit holder has to leave, a designated back-up must sign the back of the permit to act as permit holder.
- g. Ensure that no-one under the age of 19 is served alcohol and that Government issued photo identification or identification in accordance with the Liquor Licence and Control Act is shown when requested.
- h. Remain sober and accountable, and ensure that bartenders abstain from consuming alcohol.
- i. In the event that attendees are able to walk around the event with alcohol, ensure that the event area where alcohol is being served from (i.e. bar) is secured on all sides by a single fence or wall of a minimum of three feet in height, so that no unauthorized person can access any stored alcohol.
- j. In the event of an approved outdoor 'beer garden', fencing is required for the outdoor designated area. It shall be a double row of fencing, four feet high, with six feet between fences, and be securely erected. Or, alternatively, one six foot high fence. The cost and set up of fencing is the responsibility of the event organizer. Materials and labor can be obtained by the Township if required at an additional cost. Location of the designated beer garden is to be pre-approved by the Manager of Public Works and/or designate prior to the Township Facility and Property Rental Agreement, Rules and Regulations being finalized.
- k. Ensure the guests at the event are properly supervised and also ensure no one consumes alcohol in an unauthorized location.
- l. Ensure that all entrances and exits to the event are supervised at all times.
- m. Ensure that food and non-alcoholic drinks are available at all times. The cost of non-alcoholic drinks must be significantly lower than alcoholic drinks.
- n. The permit holder shall post the levy receipt for the liquor purchased, if any, in a conspicuous place on the premises to which the permit applies or shall keep it in a place where it is readily available for inspection.

The following original documentation and one copy must be provided to the appropriate Township representative, at least two (2) weeks prior to the event. Copies to be maintained by the appropriate Township representative for file purposes:

- a. Special Occasion Permit
- b. A list of Event Workers at the event, along with a photocopy of the “Smart Serve” certificates of all Event Workers, and assurance that there will be a minimum of one bartender for every 100 patrons.
- c. Proof of insurance in accordance with criteria outlined in “Section 12: Insurance”.
- d. In the case of a Private Special Occasion Permit, a copy of the invited guest list.

Renters of Township facilities will be required to understand the municipal alcohol policy prior to renting.

1. A copy of the Municipal Alcohol Policy will be available online, and from the Parks and Recreation Department, at the time of booking. If any questions or concerns arise from this policy, contact the Parks Recreation Department at 519-462-2697 for clarification.
2. A “Checklist for Renters” form will be provided by the Township of East Zorra-Tavistock at the time of booking. This form is to be completed by the Renter and returned to the Parks and Recreation Department at least one (1) week prior to the event. Signatures from both the Renter and the Parks and Recreation Department are required on this form. Please see Appendix “B”.
3. The signatory of the Special Occasion Permit must attend the event, and be responsible for the decisions regarding the actual operation of the event and must not consume alcohol before and during the event.

**Rationale:** The above is to ensure that there are no misunderstandings of the regulations contained in the Policy. Also, be aware that any required information or assistance of the Renter is available through the Parks and Recreation Department.

## **8.2 Advertising Events**

Private Events are for invited guests only and the event must not be advertised to the public, including by way of flyers, newspaper, internet, social media, or radio. The event cannot be open to the public.

## **9.0 Event Works/Server Training**

### **9.1 Staffing Requirements**

Event Staff shall be defined as bartenders, security, door supervisors, ticket sellers, and floor monitors. The Township may amend this list from time to time. 100% of Event Staff, as defined above, must be Smart Serve trained. The Township reserves the right to amend this list at any time. Please contact Southwestern Public Health for more information on upcoming Smart Serve training. Smart Serve training can also be completed online.

Event Staff must be appropriately identified using some method of visual identification (i.e. t-shirts, hats, vest, etc). A schedule of Event Staff, their roles, and the hours that they will be on duty must be provided to Township staff prior to the event. Event Staff, while on duty, are not to consume alcohol while working at an event.

#### Public Event

Number of Participants	Bartenders	Security	Door Supervisors	Ticket Sellers
0-50	1		1	
51-150	2		1	1
151-250	3	1	1	1
251-300	3	1	2	2
301-1000	6	4	4*	2

\*A minimum of two (2) door supervisors must be in attendance at all times. The other two (2) may be used in other areas as demand requires.

Private Event (event where persons are formally invited, eg. Weddings, birthday parties, stag and does)

Number of Participants	Bartenders	Security	Door Supervisors	Ticket Sellers
0-50	1		1	
51-100**	1	1	1	1
101-300**	2	1	1	1
301-1000**	6	4	2	2

\*\*Two (2) extra floor monitors are required for events allowing participants under the legal drinking age. The role of floor monitors is to circulate the event and ensure that no one under the legal drinking age is consuming alcohol.

For both public and private events, Door Supervisors must ensure that all entries and exits are monitored at all times.

### 10.0 Controls During the Event

All controls and service must comply with the provisions of the Liquor Licence and Control Act (Ontario) and its regulations.

1. All entrance and exits to the event must be monitored by at least one responsible person meeting the legal drinking age requirement.
2. Only identification bearing a photograph, and issued by the Province of Ontario, the Government of Canada or photographic identification issued by another Province, State or Country shall be accepted as a bona-fide proof of age.
3. The holder of the Special Occasion Permit and the person renting the facility are responsible to ensure that the event is properly supervised and will provide enough staff to fulfill this obligation.



4. In the event of a masquerade party taking place in any premise owned by the Township of East Zorra-Tavistock the permit holder is responsible to check ALL patrons I.D. to ensure they are of appropriate age. Any person under the legal drinking age will not be allowed into a masquerade event.
5. The type of identification to be worn by event workers must be stated in the "Checklist For Renters" form. See Appendix "A".
6. All entertainment within the facility shall cease at 1:00a.m.
7. All signs of consumption and service of alcohol including empty glasses shall be removed from sight in a prompt and orderly fashion, but no later than 45 minutes after the permit ends.
8. To assist municipal staff and ensure that no incidents occur within the premises, the facility must be vacated by 2:00a.m. Event attendees must vacate the premises by 1:30 a.m., and event organizers must be gone by 2:00a.m. A \$50.00 surcharge will be charged to the event organizer every hour that the facility is not vacated.
9. Failure to comply with the above requirements may result in disqualification of the renter, permittee, or related organization from future rental of any municipal facility and, where appropriate, police authorities may be contacted and appropriate charges laid.

**Rationale:** To ensure the safety of all persons and to promote orderly conduct during events.

### **10.1 Advertising Alcohol at Events**

Facility renters must comply with all regulations and terms and conditions applicable to Special Occasion Permits, including but not limited to the prohibition against advertising of liquor or the availability of liquor except with the approval of the Registrar of Alcohol and Gaming Commission. This includes, but not limited to, advertising on banners, cups, coasters, etc.

**Rationale:** Alcohol advertising is designed to encourage and promote the consumption of alcohol. It is illegal for people under the age of 19 to consume these products. It is also the desire of the Township of East Zorra-Tavistock to provide a positive example to underage patrons.

### **10.2 Games of Chance**

Games of chance or mixed chance and skill (raffles, 50/50 draws, etc) are not permitted unless the proper licence has been obtained from the province or municipality. Licences are only issued to eligible organizations with charitable, non-profit, or religious purposes.

### **11.0 Storage of Alcohol in Municipal Facilities**

Storage of alcohol in Township facilities is not permitted at any time outside of the hours stated on the permit. This includes early delivery of alcohol for an event. Facility users must hold a multiple day Special Occasion Permit and keep alcohol secured.

### **11.1 Multiple Day Events**

Facility users may apply for a Special Occasion Permit identifying multiple events if:

- a. Each event is one in a series of events
- b. The application for the permit is for all of the events (dates)
- c. The nature, purpose, location and target audience of each of the events (dates) are the same (e.g. service club monthly meeting); and
- d. As a result of doing so, the permit holder is not operating an ongoing business, or does not appear to be doing so.

Alcohol may be stored between event days under certain circumstances. Police and AGCO Inspectors must have full, authorized access to the location.

**Rationale:** To protect the Township and user from liability, and prevent unauthorized alcohol consumption.

### **12.0 Insurance**

- a. That the sponsor(s) of a special occasion permit event held in a municipally owned facility be required to provide proof, at least fourteen (14) days prior to the event, that they have purchased a minimum of five million dollars in liability naming the Corporation of the Township of East Zorra-Tavistock as an additional insured with cross-liability coverage.
- b. The Sponsor shall indemnify and save harmless the Corporation of the Township of East Zorra-Tavistock from any and all claims, in connection with the holding of an event involving the serving of alcohol at Township properties. Such claims include but are not limited to demands, causes of action, losses, costs or damages that the Township of East Zorra-Tavistock would otherwise suffer, incur or be liable for, resulting from the Sponsors', event workers', and agents' performance, actions, negligent acts or omissions.

**Rationale:**

1. Special Occasion Permit holders, hall owners, club executives and volunteers could all be named in a law suit.
2. Municipalities can be held jointly liable and could end up paying the predominant share of an award to a plaintiff should the sponsor be uninsured.

### **13.0 Policy Monitoring and Provisions**

The Municipal Alcohol Policy will be reviewed yearly from the date initially approved by Council. After reviewing the Policy each year, the Parks and Recreation Department, if required, will form a committee to discuss the recommended changes. Service groups and facility users will be given the opportunity to provide comments in relation to this Policy.

**Rationale:**

1. Policy to be monitored and reviewed on a yearly basis which will ensure that the policy remains up to date and effective.
2. This will ensure that the public will remain involved in the process of review and

revamping of the existing policy.

#### **14.0 Consequences for Failure to Comply**

1. If the Municipal Alcohol Policy and Procedure is violated, or any law is broken, there will be consequences for the permit holder, up to and including withdrawal of privileges to hold future events at municipal facilities or properties. Municipal staff may at their discretion close down the event immediately and/or refuse to issue future facility permits to the event organizers.
2. A violation occurs when the Special Occasion Permit holder fails to comply with the conditions of the Liquor Licence and Control Act and its regulations, or the Municipal Alcohol Policy and Procedure
3. Intervention can be initiated by the Township of East Zorra-Tavistock staff designate, event staff, a member of the Ontario Provincial Police, or AGCO Inspector.
4. As a member of the organizing group, the permit holder is encouraged to intervene by informing the offending individuals of the policy violation and ask that it stop.
5. Contravention of the Municipal Alcohol Policy and Procedures may result in prohibition of future use of Municipal property.
6. Should a violation of the policy or procedure occur, municipal staff will follow the procedures as listed below:
  - a. First Minor Offence: The Manager of Public Works or designate will advise the event sponsor in writing of the violation and that no further violation shall be tolerated and that charges/costs may be incurred (i.e. loss of security deposit)
  - b. First Serious Offence: Rental privileges shall be revoked immediately for any serious altercations (i.e. serving without a proper license, loss of control, total neglect of the facility, etc.) An investigation will also take place to gather all information.
  - c. Second Offence: Should the Special Occasion Permit holder violate the policy a second time, the organizers and/or organization will be suspended for a minimum of one year at the discretion of the Township. The Special Occasion Permit holder will be advised in writing of the suspension.
7. It is the responsibility of the Special Occasion Permit holder to ensure the proper management of an event. Permit holder must be present for duration of any event. If a designate must be assigned, the permit must be signed by the designate and municipal staff on duty must be notified of the change.
8. Facility staff will report any infraction of this policy to their supervisor whenever they believe such action is required.
9. Should a situation arise where an event may have to be shut down, the Recreation Department or designate will evaluate the situation on behalf of the Township of East Zorra-Tavistock in consultation with the Special Occasion Permit Holder. Police will be called by staff if a situation deems necessary to do so.
10. Any infraction of the Municipal Alcohol Policy will be reviewed by the Recreation

Department. A registered letter describing the problem will be sent by the Recreation Department to the sponsor. The Department may refuse future rental privileges to the sponsor.

11. Where adults and/or youth engages in disruptive behavior as a result of consumption of alcohol at social events, authorities may be called and/or the following procedure will be followed:
  - a. First Infraction: A verbal warning will be given to the individual(s) by staff in charge or head of the function. Individual(s) may be banned at the discretion of Township staff. If individual(s) do not adhere to this warning the Authorities will be called. A registered letter will be sent to the individual(s) by the Township.
  - b. Second Infraction: Individual(s) will be banned from attending all functions held in any Township facility for a period of 3 months, or indefinitely, at the discretion of Township staff. A registered letter will be sent by the Township.
  - c. A registered letter will be sent by the Township notifying the individual(s) that they are banned indefinitely from the facility. The individual(s) must appeal to the Township for written reinstatement.
12. Where an infraction of this policy has occurred, the Township of East Zorra-Tavistock may require the sponsor to supply municipally approved, additional security at their next function.

#### **14.1 Consequences Alcohol Consumption in Arena Dressing Rooms**

The following steps will be taken if any person or groups are found in the possession, or consumption of alcoholic beverages in the above noted areas.

1. First Infraction: The facility attendant will ask the person or group to remove the alcohol from the premises and advise them that a letter will be sent to their organization to inform them of this violation.
2. Second Infraction: A second violation within the same ice season will result in immediate cancellation of their ice time for the remainder of the season. The group will have an opportunity to appeal their case to the Township.

#### **14.2 Consequences for Unauthorized Storage of Alcohol in Township Facilities**

The following steps will be taken if any person or groups are found storing alcoholic beverages in the Township facilities.

1. First Infraction: The facility attendant will ask the person or group to remove the alcohol from the premises and advise them that a letter will be sent to their organization to inform them of this violation.
2. Second Infraction: A second violation will result in permission to use the facilities being revoked, and future bookings cancelled. The group will have an opportunity to appeal their case to the Township.

**Appendix 'A'**

Township of East Zorra-Tavistock  
Municipal Alcohol Policy

Special Occasion Permit Holder Agreement

1. have received and reviewed a copy of the Township of East Zorra-Tavistock's "Municipal Alcohol Policy and Procedure" (attached).
2. I understand that I must adhere to the conditions of the Municipal Alcohol Policy and Procedure, and the Liquor Licence Act of Ontario and its Regulations.
3. I understand that if I or other individuals at the event fail to adhere to the Township of East Zorra-Tavistock's "Municipal Alcohol Policy and Procedures", Township staff will take the appropriate action. This action may include eviction, revoking of the Special Occasion Permit and the notification of Police or Alcohol Gaming Commission of Ontario Authorities.
4. I understand that I can be held liable for injuries and damages arising from failure to adhere to the Liquor Licence Act of Ontario.
5. I understand that the Ontario Provincial Police may lay charges for infractions of the Liquor Licence Act and its regulations.

Date of Event \_\_\_\_\_

Event Location \_\_\_\_\_

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Staff Signature \_\_\_\_\_

**Appendix 'B'**

Township of East Zorra-Tavistock  
Municipal Alcohol Policy

"Checklist for Renters"

Date of Event(s): \_\_\_\_\_  
\_\_\_\_\_

1. Will persons under 19 years of age be attending this event? (please circle)
  - a. Yes
  - b. No

2. How will persons under 19 years of age be identified (stamps, arm band, etc)?

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

3. Name of person and/or group sponsoring this event?

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

4. Type of identification to be worn for event workers:

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

5. Has proof of Special Occasion Permit been provided? (please circle)
  - a. Yes
  - b. No

6. Has proof of Insurance been provided? (please circle)
  - a. Yes
  - b. No

7. The safe transportation strategy(s) that will be used at this function are (please check appropriate strategy(s):
  - a. Designated Driver Program
  - b. Driven Home by Friend, Relative, Taxi Service
  - c. Inform Patrons of Taxi Service
  - d. Other, please explain:

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

8. The name and certification numbers of our Smart Serve trained event workers are:

Name	Smart Serve Certificate Number	Event Role

A photocopy of all Smart Serve cards and a schedule of Event Workers must be provided.

9. Is security being utilized? (please circle)

- a. Yes
- b. No

10. Method of counting patrons (clicker, tickets) to ensure maximum allowed?

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11. Non-alcoholic beverages available at no charge to designated drivers

(please circle)

- a. Yes
- b. No

12. Will sufficient food be available? (please circle)

- a. Yes
- b. No

13. In the case of a private Special Event Permit, a copy of the guest list will be provided two weeks before the event.

I have reviewed the Municipal Alcohol Policy with a Township representative, and I understand all the policy regulations.

Signature of Special  
Occasion Permit Holder

Signature of  
Township Representative

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Date

Date



# STAFF REPORT

Report #CI O2023-02

2

To: His Worship the Mayor and Members of Council

From: Meaghan Vader, Corporate Initiatives Officer

Re: Purchasing Card Policy

Date: April 12, 2023

## Background:

As part of **the Township's transition to a new banking provider, staff** identified an opportunity to provide a more efficient and cost-effective means of procuring small dollar goods and services by expanding the use of Township purchasing cards.

## Discussion:

Staff have worked together to develop a "Purchasing Card Policy". The policy identifies employees eligible for delegated authority to purchase goods and services on behalf of the Township with a purchasing card, and in accordance with the requirements of General Policy #2.04 Purchasing Policy.

The policy will provide staff with their responsibilities and requirements when making purchases with their assigned purchasing card. Compared to other payment methods, the purchasing card policy has the potential to reduce the processing of paper invoices, consolidate small dollar purchases, reduce the need for staff reimbursement and petty cash purchases, and enhance supplier relationships with instant payment.

To ensure consistency, the policy includes internal controls to help guide staff with the policy requirements. In accordance with the policy, the Purchasing Card Administrator will work with staff to ensure they are compliant with the responsibilities and requirements in the policy as well as provide education and training for purchasing card users.

## Attachments:

- Appendix 'A' – Purchasing Card Policy

Recommendation:

1. That Council adopt the Purchasing Card Policy, as attached to Staff Report #CIO2023-02;
2. And further that Council authorizes the Purchasing Card Policy be effective as of May 1, 2023.

Reviewed by C.A.O:



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Karen DePrest  
Chief Administrative Officer

Report prepared and submitted by:



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Meaghan Vader  
Corporate Initiatives Officer



EAST ZORRA-TAVISTOCK

## **Purchasing Card Policy**

Policy Number: GP 2.18  
Approval Date: April 19, 2023  
Approval Authority: Council  
Effective Date: May 1, 2023  
Revision Date/s:

### **Purpose**

The Township of East Zorra-Tavistock uses purchasing cards for departmental procurement and payment of goods and services where it is efficient, economical, and operationally advantageous to do so.

All procurement related activity must be compliant with the provisions outlined in this document, General Policy 2:04 Purchasing Policy and any applicable Corporate Policies and procedures.

### **Policy Statement**

This policy applies to managers, and all employees authorized to use purchasing cards for Township business.

Purchasing Card Administration is to be used as a guideline for purchasing card reconciliation and compliance with this policy.

This policy authorizes managers to empower approved employees within their departments or areas of responsibilities to use purchasing cards for purchases within specified limits.

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## **1.0 Purchasing Card Usage**

The purchasing card is a credit card that is owned by the Township. An employee in receipt of a purchasing card has the delegated authority to purchase goods and services on behalf of the Township, up to their designated transaction limits and in adherence of this procedure.

The cardholder is responsible to ensure there is no misuse or abuse and that all purchases are in adherence to this procedure and any other corporate policies and procedures.

Upon payment of goods or services at a vendor location, the purchasing card must be provided to the vendor. The vendor will swipe the card or insert it into the machine on which you will enter your PIN for Bank of Montreal verification and authorization to proceed with the transaction. The cardholder will be required to authorize the transaction. A copy of the transaction slip and a receipt itemizing the goods/service purchased must be retained by the cardholder for reconciliation (see Section 6 "Reconciliation"). The transaction slip ("chit") is not enough on its own and must be accompanied by a proper receipt.

The purchasing card may be used for the following purchases related to Township business subject to the cardholders transaction limits.

- a. In-store purchases, mail-orders, internet orders, phone and fax orders. The cardholder is responsible to obtain itemized receipts, packing slips, and any other documentation required to reconcile their transactions.
- b. For any bid or contracted products and/or services.

## **2.0 Purchasing Card Administration**

### **2.1 Purchasing Card Assignment**

- a. Employees will be assigned a purchasing card based on spending category identified in Section 4.0 Control.
- b. Employees must review and sign the Purchasing Card Cardholder Agreement (Form PC-01) indicating complete understanding and agreement to the guidelines established for the Township of East Zorra-Tavistock Purchasing Card program.

### **2.2 Lost or Stolen Cards**

- a. If a card is lost or stolen, the cardholder must immediately contact the following:
  - a. VISA at [insert number to be provided by Bank of Montreal]
  - b. The Purchasing Administrator, and Deputy Treasurer

### **2.3 Card Modifications**

- a. When modifications to the existing card are required (e.g. transaction limit changes, etc.), the cardholder is responsible for completing the Maintenance

Form (PC-02). This form must be reviewed and authorized by the manager and submitted to the PCC for processing.

- b. The card is not transferable among employees.
- c. The purchasing card follows the employee in the event of an internal job transfer, if required, in the new position. If it is not required for the new position the card will be cancelled.

## **2.4 Card Cancellation**

- a. An employee or manager requesting card cancellation can do so by submitting a completed Maintenance Form (PC-02) and the purchasing card to the PCC.
- b. The PCC will notify the bank of cancellation and destroy the card.
- c. It is the responsibility of the employee and/or the manager to reconcile any charges that may be outstanding on the card.

## **2.5 Card Renewal**

All purchasing cards have an expiry date. The PCC will arrange for the distribution of replacement/renewal cards as provided by the Bank of Montreal.

## **2.6 Disputed Charges**

Charges that appear on the transaction list that do not accurately reflect transactions made by the cardholder must be identified immediately.

- a. The employee will contact the vendor to resolve the issue and take the appropriate action.
- b. If the issue cannot be resolved with the vendor, the cardholder must forward documentation and information regarding the purchasing to the PCC.
- c. The PCC will contact Bank of Montreal and dispute the charge(s). This must be completed within sixty (60) days from the date of transaction.

## **2.7 Records**

All original records of purchases made with purchasing cards will be kept in Accounts Payable in accordance with the Records Retention By-law, as applicable.

## **2.8 Training**

Mandatory training will be arranged with the cardholder once they have made purchases on their card and have transactions to be reconciled. The training session shall provide the steps necessary to complete the reconciliation process and prepare the monthly Account Activity package.

Cardholders will be provided updated training by PCC if required.

## **3.0 Responsibilities**

### **3.1 Cardholder Responsibilities**

- a. Adhering to all conditions and restrictions imposed by the Bank of Montreal and

the Township of East Zorra-Tavistock.

- b. Signing the Cardholder Agreement (Form PC-01) indicating complete understanding and agreement to the guidelines established for the Township of East Zorra-Tavistock Purchasing Card Operating System.
- c. Signing and storing the purchasing card in a secure place.
- d. Maintaining all transaction receipts, sales slips, and credit vouchers to facilitate reconciliation of their Account Activity Statement and identify the proper G/L allocation.
- e. Reconciliation of monthly Transactions.
- f. Obtaining all required Material Safety Data Sheets (MSDS) for all WHMIS controlled products purchased with purchasing cards.
- g. Ensuring that vendors performing service work have the required comprehensive general liability insurance, Workplace Insurance, Compensation coverage and comply with Health and Safety requirements, as applicable.
- h. Ensuring that there are no inappropriate purchases.
- i. Complying with all Township of East Zorra-Tavistock policies and procedures.
- j. Returning the purchasing card to manager upon leaving the employment of the Township.

### **3.2 Purchasing Card Administrator (PCA) Responsibilities**

The Purchasing Card Administrator (PCA) will act as the primary controller for the Township's purchasing card program and shall be responsible for:

- a. Administrative contact with the Bank of Montreal providing the purchasing cards.
- b. Processing requests for new purchasing cards, card changes (e.g. credit limits) and cancellation of cards.
- c. Notifying the bank of any unresolved issues on cardholder's transaction list is not able to solve through the vendor.
- d. Developing and providing cardholder and reconciler orientation/training.
- e. Maintain a log of all card numbers, cardholder's names and signatures, spending categories and blocking templates.
- f. Developing and distributing program literature and materials.
- g. Working with vendors as needed.
- h. Administering Purchasing Card Compliance as outlined in this procedure and suspend any employee purchasing card on the third incident of misuse, on temporary or permanent basis.
- i. Compiling and reporting pertinent purchasing card data for Financial Services as requested.
- j. Reviewing the conduct of all purchasing card activity on a regular monthly basis to ensure purchasing policy adherence and to gather statistical information on purchasing practices.

### **3.3 Manager Responsibilities**

- a. Detailed review and approving purchasing card expenditures within their areas for the Township.
- b. Ensuring cardholders are complying with corporate policy and procedures.
- c. Ensuring that cardholders receive the required training, procedure manuals and

- are informed of their responsibility regarding the use of the purchasing card.
- d. Act/report on non-compliance issues.
  - e. Collecting the purchasing card upon the end of employment of the cardholder with the Township.

### **3.4 Accounts Payable Responsibilities**

- a. Receiving and reviewing all reconciled statements for proper documentation, correct GL account utilization, tax allocation and signatures.
- b. Completing payment for all card balances.
- c. Filing of all statements and receipts for audit purposes.

### **4.0 Control**

The PCA will maintain a master file of all purchasing cards, limits and blocking templates.

Each purchasing card will have a unique number and will be issued in the name of the Township of East Zorra-Tavistock and the employee who has been authorized to use the card.

Cards are not transferable among employees.

No single transaction can exceed the prescribed transaction limit (in Canadian funds) nor can the monthly credit limit be exceeded. If a cardholder attempts to process a transaction that is in excess of the transaction limit or the monthly limit, the Bank of Montreal will refuse to process the transaction.

The Township has standard Blocking Templates which control which Merchant Control Codes (MCC) each cardholder has access to. These templates are designed to prohibit the use of the purchasing card within specified vendor's groups. If a cardholder attempts to process a transaction for which they do not have clearance, the transaction will be declined.

It is incumbent on those reviewing and approving reconciled cardholder Account Activity Statements (manager/director, the Purchasing Card Administrator (PCA), and/or Accounts Payable) to watch for personal purchases and split transactions and report such actions immediately to the PCA for investigation and action.

Reports detailing cardholder transactions are generated on a monthly basis and are reviewed by the PCA.

The transaction limit per card is tiered dependent upon the employee's purchasing responsibility.



Purchasing Card Limits

Spending Category	Employees	Single Transaction Limit (STL)		Monthly Transaction Limit (MTL)	
A	Public Works Lead Hand; Parks and Recreation Lead Hand; Human Resources, Health and Safety Officer; Operations Technologist	Maximum:	\$1,000	Maximum:	\$1,000
B	Corporate Services Manager; Building, Development and Drainage Manager; Parks and Recreation Operations Supervisor; Public Works Foreman; Station Chiefs	Maximum:	\$2,500	Maximum:	\$5,000
C	Fire Chief, Deputy Treasurer	Maximum:	\$5,000	Maximum:	\$10,000
D	Public Works Manager; Treasurer; Corporate Initiatives Officer	Maximum:	\$10,000	Maximum:	\$25,000
E	Chief Administrative Officer	Maximum:	\$10,000	Maximum:	\$50,000

Cash advances are not permitted at any time under any circumstances.

Requests for temporary changes to limits and template blocking, shall be submitted on the Maintenance Form (Form PC-02) along with details of why the request is being made, and be approved by the cardholder's manager/director. The request will be processed and put in place for a maximum of one cycle month at which point the original limits and/or template blocking will be restored by the PCC.

### 5.0 How to Use a Purchasing Card

Single transactions shall not exceed the Single Transaction Limit (STL) including taxes. Larger purchases will not be permitted to be broken into smaller purchases in order to meet transaction limits.

Purchases must be within the stipulated total Monthly Transaction Limit (MTL).

The cardholder may use the purchasing card for payment at a vendor location. The purchasing card will be swiped at the vendor location (like a personal credit card) or inserted requiring your confidential PIN number and the Bank of Montreal will:

- a. provide the vendor with authorization of the purchase;
- b. deny the card if either the single transaction or monthly limit is exceeded; or
- c. deny if there is a Merchant Control Code (MCC) restriction.

Cardholders are responsible for ensuring that the vendor returns their purchasing card and a copy of the itemized transaction slip is obtained. If a vendor rejects the purchasing card, the vendor may be blocked by a MCC. If the decline is questionable, the cardholder shall contact the Bank of Montreal using the phone number on the back of the purchasing card to determine if the transaction was declined because of a MCC

restriction or if it exceeded the per transaction limit or the monthly limit. If the MCC code or the purchasing card limit requires temporary alteration, Maintenance Form (Form PC-02) must be completed in full and submitted to the PCC.

## **PIN NUMBERS**

The PCC does not have access to your PIN, if this is forgotten, you must contact the bank directly using the number on the back of your card for assistance.

Purchasing is not able to assist you with this as it is a Personal Identification Number between cardholder and the Bank of Montreal only.

If the purchasing card information is provided to the vendor by telephone, the cardholder must request that the itemized transaction receipt be delivered with the goods, or a copy of the itemized transaction slip be faxed to the cardholder.

The purchasing card can be used for internet purchases. It is recommended that the cardholder call the company before making an online purchase to ensure the purchase is being made from a legitimate business. The cardholder shall be responsible for printing and retaining the order confirmation number and any other relevant information after the purchase has been made. As the invoice is not always shipped with the merchandise, the cardholder shall maintain all documents relative to the order until the invoice is received for reconciliation purposes.

The cardholder shall retain all itemized transaction receipts, packing slips, etc. for their monthly transaction reconciliations.

If a purchased item needs to be returned, the cardholder is responsible for obtaining and maintaining a copy of the credit voucher from the vendor itemizing: the product(s) returned for credit; quantity returned, unit price, extended price including applicable taxes.

The cardholder will not accept cash or cheque for any returned items. The applicable total cost associated with the credit must be applied back to the credit card for which the initial charge was allocated.

## **6.0 Reconciliation**

Cardholders must attend a training session prior to completing the first reconciliation of their purchasing card. Cardholders will be responsible for:

- a. The monthly, reconciling of transactions, as applicable and/or available. (on or around the 25th of each month)
- b. Matching the Account Activity Statement with applicable invoices/receipts checking for appropriate tax calculation, assigning appropriate account number and subledger where applicable, comments on the purpose of expense are also required

- c. Printing the Account Activity Statement, on completion of the above reconciliation, and forwarding it to manager/director for approval.
- d. Sending the approved Account Activity Statement Packages to Accounts Payable (A/P) by the First (1st) day of the following month.

### Payment Function

Accounts Payable (A/P) will:

- a. Date stamp the packages and review them for completeness
  - i. Receipts which are not attached will not be eligible for the HST rebate
  - ii. Purchases which raise concern will be documented on the statement and discussed with management
- b. Confirm information received (e.g. general ledger account valid and used appropriately, taxes correct in order to maximize HST rebates, description entered and backup documentation is correct) and update departmental accounts in CIS prior to month end reporting.
- c. Ensure compliance with other related expense policies. i.e. verification of names on chit of who attended, a meeting, function or other.
- d. Ensure original detailed receipt submitted for all expenses.
- e. Report to Purchasing cardholders who are non-compliant.

## **7.0 Compliance**

All purchasing card activity/purchases will be monitored by managers/director and PCA to ensure that the use of the card is in compliance with this procedure and the employee Code of Conduct.

### **7.1 Non-compliance Activities**

Non-compliance activities include, but are not limited to:

- Late submission of the monthly purchasing card reconciliation package to Accounts Payable (A/P).  
Note: All Account Activity statements and accompanying receipts are to be submitted to Accounts Payable by the end of day on the 1st of the following month.
- Failure to submit the appropriate supporting paper documentation for the monthly reconciliation (ie: invoices, transaction slips, register receipts, credit vouchers).
- No authorization approval signature on the monthly reconciliation.
- Loan/transfer of the purchasing card to another employee.
- Personal purchases of any nature.
- Purchases for personal benefit, gain or use which includes collecting rewards points such as AIR MILES.
- The purchase of alcohol while attending conferences, courses, and other events.
- Acceptance of cash or a cheque from a vendor who is making a refund for a transaction previously charged to a purchasing card account.
- A lost or misplaced purchasing card which has not been reported by the cardholder to the Bank of Montreal and to the PCC.

- Splitting a transaction to avoid the Single Transaction Limit (STL).
- The duplication of payment of a transaction (payment of a transaction via the purchasing card in addition to a purchase order, or some other form of payment).
- Non-compliance with Township of East Zorra-Tavistock policies and procedures.

## **7.2 Actions to be taken with Non-compliance Incidents**

Any activity, if deemed to be non-compliant, will be addressed in the manner outlined below. The intent of the escalation process is to advise staff of non-compliant activity and provide support and education on the proper use of the P-card and corrective action to be taken. The PCA, when reviewing non-compliance with staff will take into consideration the circumstances under which the non-compliance occurred.

Non-compliance of the same type or nature within a 12-month period:

- 1st Incident- The PCA will send an email to the Cardholder and copy the department manager to advise of the non-compliance and to educate staff.
- 2nd incident- The PCA will send an email to the department manager and copy the cardholder and Treasurer to advise of the repeat of non-compliance.
- 3rd incident- Suspension of the purchasing card and the Cardholders and department manager and Treasurer will be notified. The Treasurer will contact the CAO to advise of the repeat non-compliance. Suspension will not be lifted until the PCA is assured by the Treasurer and CAO that non-compliance has been addressed. The Cardholder will be required to attend a retraining session with the PCA.

Three (3) incidents of non-compliance for the same cardholder will result in that cardholder losing their privilege of having a purchasing card and the card will be suspended. Incidents of non-compliance may also be subject to other disciplinary action.

If the purchasing card is suspended it can only be re-issued to the cardholder with the written authority of the respective manager/director, and the PCA, after a twelve (12) month period following the third non-compliance incident.

## **8.0 Definitions**

Definitions For the purposes of this Procedure:

“Back up documentation” - transaction slips, credit vouchers, packing slips, etc. that provide the necessary information related to the actual purchase and will be used to match to the Account Activity Statement monthly.

“Cardholder” - a Township employee that has authority to use a purchasing card for the

purchase of goods and/or services in accordance with this procedure.

“Credit Return Receipt” - a receipt provided by a vendor when an item originally purchased using the purchasing card is returned to the vendor and the applicable transaction fee is returned and applied against the purchasing card account.

“Account Activity Statement” - the monthly transaction statement issued by the Bank of Montreal electronically for each cardholder. The Account Activity Statement is a tool used to reconcile all transaction slips and related documentation.

“Foreign Purchase” - a purchase made that is not in Canadian funds.

“Itemized Transaction Receipt” - a detailed receipt provided by the vendor detailing individual products and services purchased by product description, unit price, subtotal, taxes and extended total.

“Merchant Control Code (MCC)” - codes that are placed on all purchasing cards restricting the location and type of purchase.

“Single Transaction Limit (STL)” - the stipulated maximum dollar value that can be applied to the purchasing card on a per transaction basis.

“Monthly Transaction Limit (MTL)” - the collective total of all transactions to a stipulated maximum dollar value on a monthly basis including all taxes.

“Spending Categories” - the categories that the monthly and single transaction limits fall under.

“Blocking Templates” - the variations of templates available which control the MCC codes that a cardholder has access too, or is blocked from.

“Personal usage” - using the purchasing card to purchase goods/services that are not relevant to work requirements and are of no benefit to the Township.

“Purchasing Card” - a credit card provided by the Bank of Montreal imprinted with the cardholder’s name, Township of East Zorra-Tavistock, credit card number and validity period.

“Reconciliation” (reconcile) - the process of matching transaction receipts and documentation to the Transaction list ensuring all charges, taxes and account allocation is documented and correct.

“Transaction” - the total extended purchase price including all applicable taxes.

“Vendor” - any person or enterprise supplying goods or services to the Township of East Zorra-Tavistock.

Acronyms For the purposes of this Procedure:

“PCA” (Purchasing Card Administrator) - the Corporate Initiatives Officer or individual designated by the Treasurer acting as the primary controller of the purchasing card program in its entirety.

“PCOS” (Purchasing Card Operating System) - the purchasing card program as a whole.

“MCC” (Merchant Control Code) - codes that are placed on all purchasing cards restricting the location and type of purchase.

“MTL” (Monthly Transaction Limit) - the collective total of all transactions to a stipulated maximum dollar value on a monthly basis including all taxes.

“STL” (Single Transaction Limit) - the stipulated maximum dollar value that can be applied to the purchasing card on a per transaction basis.

# STAFF REPORT

Report #BCO2023-03

To: His Worship the Mayor and Members of Council  
 From: Melanie Shiell, By-law Compliance Officer  
 Re: By-law Compliance – April 2023 Council Report  
 Date: April 12, 2023

## Departmental Highlights:

- None to report

## Legislative Updates:

- None to report

## By-law Compliance Activity for February 2023

OCCURRENCE TYPE	NUMBER OF NEW OCCURRENCES (Commenced this Month)		NUMBER OF ON-GOING OCCURRENCES (Commenced prior to this Month)	YEAR TO DATE OCCURRENCES	
	Open	Closed		Open	Closed
Property Standards	5	4	4	4	1
Clean Yard					
Animal Control					1
Parking	1				
Noise	1	1			
Zoning			1	1	
Illegal Dumping					
Inquiry	4	4			
Canine	1	1			1
Other					
TOTAL	12	10	5	5	3


Attachments:

- None

Recommendation:

1. None. For Council information only.

Reviewed by C.A.O.:



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Karen DePrest  
Chief Administrative Officer

Report prepared  
and submitted by:



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Melanie Shiell  
By-law Compliance Officer

Department Approval:



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Will Jaques  
Corporate Services Manager/Clerk



# STAFF REPORT

Report #CSM2023-05

To: His Worship the Mayor and Members of Council

From: Will Jaques, Corporate Services Manager

Re: Corporate Services – April 2023 Council Report

Date: April 12, 2023

## Departmental Highlights:

- None.

## Legislative Updates:

- None.

## Status of Land Use Planning Matters:

Applicant	Location	Application Type	Nature of Application	Status of Applications
Engberts	21 Burton St., Innerkip	Severance	Severance of an existing parcel of land.	Severance application approved and conditions being fulfilled.
Oxford Road Developments 5 Inc.	Extension of Phase #1 subdivision (Innerkip)	SDA OPA ZBA	OPA and ZBA required as part of the application for subdivision.	Applications received.
Stevenson	201 Stonegate Rd., Innerkip	Severance	Severance of an existing parcel of land.	Severance application approved and conditions being fulfilled.

Applicant	Location	Application Type	Nature of Application	Status of Applications
2825085 Ontario Inc.	32 Jacob St. E. Tavistock	Severance	Severance of an existing parcel of land (2 new lots).	Severance application approved and conditions being fulfilled.
Leslie	844944 Braemar Side Road	Severance	Severance of an existing parcel of land.	Application received.
Township of East Zorra-Tavistock	Adjacent to 89 Loveys St., Hickson	ZBA	Re-zoning from V (Village) to R1 (Residential Type 1)	Process complete.
van de Camp	475214 Zorra-EZT Line	MVA	Relief to allow for a second dwelling to be built on the property, for family farm help.	Process complete.
Williams	675648 16 <sup>th</sup> Line	MVA	Relief to allow for a second dwelling to remain on the property, for family farm help.	Process complete.
VerKuyl Farms Ltd.	615841 13 <sup>th</sup> Line	ZBA	Relief from MDS requirements for proposed livestock barn addition	Public Meeting to be held April 17/23.
peopleCare Inc.	28 William St. S., Tavistock	Severance	Severance of an existing parcel of land.	Application received.

Applicant	Location	Application Type	Nature of Application	Status of Applications
Feltz	636584 14 <sup>th</sup> Line	MVA	Relief to allow for an increase in the max. height of an accessory building.	Application received.
Maurer	65 Young Street, Innerkip	MVA	Relief to allow for an increase in the max. size of an accessory building.	Application received.
Township of East Zorra-Tavistock	Township-wide	ZBA	ZBA to recognize ARU policies in the Zoning By-law.	Application received.

Attachment:

- None.

Recommendation:

1. None. For Council Information.

Reviewed by C.A.O:




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Karen DePrest  
Chief Administrative Officer

Report prepared and submitted by:




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Will Jaques  
Corporate Services Manager

# STAFF REPORT

Report #CSM2023-06

To: His Worship the Mayor and Members of Council  
From: Will Jaques, Corporate Services Manager  
Subject: Agreement with Innerkip Minor Ball  
Date: April 12, 2023

## Background:

In 2018, the Township transitioned from an arrangement with the Innerkip Recreation Committee (IRC) for management of the park and minor ball programming in Innerkip, to a new arrangement whereby the newly formed group "Innerkip Minor Ball" (IMB) would directly provide for minor ball programming, with shared management responsibilities with the Township for the Innerkip Park and associated facilities. The transition provided for moving minor ball programming in Innerkip from under the auspices of the Township to a separately run program, which is similar to the operation of minor sports organizations in the Township, as well as other municipalities in Ontario.

With 2018 being the first year, further transition of the arrangement was still required, so the agreement was for a one-year term. As such, a further three-year agreement was entered into in 2019, which expired in 2022. Given the continued transition of Parks and Recreation services within the Township through the Parks and Recreation Master Plan, it was agreed with IMB that the same agreement would remain in place for the remainder of 2022, and a new agreement would be put in place for 2023. The new agreement has now been drafted and reviewed with IMB, and they advise that they are satisfied. As such, the agreement is now ready for Council consideration.

## Discussion:

Much of the original agreement with IMB from 2018 remains fully in effect. A few highlights from the 2023 agreement are as follows:

- The agreement will run for one year, retroactively commencing on January 1, 2023, and terminating on December 31, 2023.

- The Township will provide for grass cutting once per week inside the diamonds, with any additional grass cutting being the responsibility of IMB. While IMB used to provide for all grass cutting inside the diamonds, the transition to the Township cutting the diamonds once per week commenced during COVID-19, when no baseball programming was occurring.
- Like previous agreements, IMB will continue to have exclusive permission to operate the concession booth (if desired), and will be responsible for garbage collection and permanent washroom maintenance during weekend or other multiple-day events that they host in the Park.

A copy of the new agreement is attached as Appendix "A" to this report, with a by-law also being **presented for Council's consideration at the** April 17, 2023 meeting.

Attachments:

1. **Appendix 'A'** - Agreement between Innerkip Minor Ball and the Township

Recommendation:

1. That Council approve the Township entering into an agreement with Innerkip Minor Ball, as set out in Staff Report #CSM2023-06.

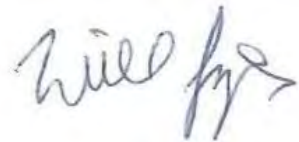
Reviewed by C.A.O:



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Karen DePrest  
Chief Administrative Officer

Report prepared and submitted by:



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Will Jaques  
Corporate Services Manager

## **Agreement**

Made in duplicate and entered into this \_\_\_ day of \_\_\_\_\_, 2023

BETWEEN:

**THE CORPORATION OF THE TOWNSHIP OF EAST ZORRA-TAVISTOCK**  
(Hereinafter called the "Township")

AND

**INNERKIP MINOR BASEBALL**  
(Hereinafter called "IMB")

### **1. PURPOSE**

- 1.1 The "Township" owns the lands, structures, buildings, facilities, and signs located at and on Part Lots 9 and 10, Concession 17, Township of East Zorra and municipally known as 104 Blandford Street, Innerkip, Township of East Zorra-Tavistock, more commonly known as the "Innerkip Park", and is hereinafter called the "Premises" (see Schedule 'A').
- 1.2 "IMB" desires to use, operate and maintain certain structures, buildings and facilities located on the Premises and is hereinafter called the "Facilities" (see Schedule 'B').
- 1.3 In consideration of the desire of IMB to use, operate and maintain the "Facilities", the Township agrees to enter into this Agreement with IMB, subject to the terms and conditions herein.

### **2. TERM**

- 2.1 The term of this Agreement shall be from January 1, 2023, to December 31, 2023.

### **3. USE**

- 3.1 IMB shall have the right and responsibility to use, operate and maintain the Facilities for any baseball related event, provided that they use, operate and maintain the Facilities in a sound and professional manner.

- 3.2 Diamond #3, as shown on Schedule 'B', is to remain available for unrestricted use by the general public, when not in use by IMB.
- 3.3 The Premises shall always remain a public facility and be open to the general public.
- 3.4 IMB recognizes the use of the Facilities for the annual Innerkip Lions Club Canada Day Weekend event and shall permit the Innerkip Lions Club to use the Facilities and entire Premises, unimpeded, to conduct their event.
- 3.5 As owner of the Facilities, the Township shall be able to use the entire Premises at any time, including the Facilities, provided there is not an event already scheduled.
- 3.6 The Township has the right to enter into additional rental agreements for use of the Premises and its various facilities, so long as such rental does not conflict or compromise IMB rental agreement provisions.

#### **4. FEES AND REVENUE**

- 4.1 IMB shall be able to use the Facilities free of charge for any baseball related events operated or sponsored by IMB. Any fees payable for baseball events not operated or sponsored by IMB shall be provided to the Township.
- 4.2 All fees obtained for use of the Facilities for non-baseball related events shall be payable to, and collected by, the Township.
- 4.3 IMB may provide for admission or gate fees to the Premises for events they directly operate, with any fees received for such admission or gate fees payable to, and collected by, IMB. IMB shall not charge admission or gate fees to those using the Premises for purposes other than attendance at the event being directly operated or sponsored by IMB.
- 4.4 All booking and scheduling for structures, buildings, facilities and signs on the Premises, other than the Facilities subject to this Agreement, shall be the responsibility of the Township. Any applicable fees for the usage any of the other structures, buildings, facilities and signs located on the Premises shall be payable to, and collected by, the Township.
- 4.5 IMB shall be responsible to book the use of any structures, buildings, facilities and signs on the Premises, other than the Facilities subject to this Agreement, for any events that they directly operate or sponsor. Booking shall be done directly through the Township, and IMB shall be responsible for paying all applicable fees to the Township for using such buildings, structures, facilities and signs.

## **5. MAINTENANCE AND OPERATIONS**

- 5.1 The Township shall be responsible for maintenance and repairs on the Premises which are not related to the Facilities subject to this Agreement. For clarification, this shall include: grass cutting outside the baseball diamond fences, all tree maintenance, all parking lot maintenance, parking lot and trail lighting, all property boundary fences/ gates, supplies/maintenance/repairs related to the permanent washrooms, garbage collection/ removal on the Premises generally, maintenance of the pavilion(s), exterior maintenance of all buildings and structures, maintenance of the picnic tables and benches, maintenance of the playground(s)/ play structure(s), maintenance of the walking trail(s), maintenance of the sports court(s), and maintenance of any general park signage, monuments or other landscaping features. The Township shall also be responsible for the supply and costs for any large garbage disposal container(s) that may be placed on the property, notwithstanding that the IMB shall be responsible for the supply and costs for any additional large garbage disposal containers that may be required for any events that IMB directly operates or sponsors.
- 5.2 The Township shall be responsible for maintenance of, and repairs to, the infrastructure components of the Facilities subject to this Agreement. For clarification, the Township shall repair and maintain the backstops, diamond fencing, dugouts, diamond lighting/ lighting standards, scoreboards, foul marker posts and bleachers.
- 5.3 IMB shall be responsible for maintenance of, and repairs to, the baseball diamond playing surfaces. For clarification, this shall include all labour, materials, supplies and payment necessary related to grass cutting, weed control and grass seeding inside the baseball diamond fences over and above the grass cutting provided by the Township, diamond dragging, base placement/moorings, line marking, diamond dry, clay repair etc. to provide a safe environment for all baseball related events on the baseball diamond playing surfaces. IMB shall also provide for garbage collection inside the baseball diamond fencing and in the dugouts, as well as the Premises generally (including all garbage cans) during and following weekend and multiple-day events that IMB directly operates or sponsors. Further, IMB shall provide for maintenance of the permanent washrooms (cleaning, topping up supplies etc.) during weekends and multi-day events that IMB directly operates or sponsors.
- 5.4 IMB shall be responsible for all costs related to the maintenance of, and repairs to, the batting cage and announcer's booths. For clarification, the Township shall complete the work associated with maintenance of, and repairs to, the batting cage and announcer's booths with the cost of said maintenance or repairs billed to IMB by the Township.



- 5.5 IMB shall be responsible for all operations, and interior maintenance and repairs, related to the Concession Booth and associated Office/ Storage Space Facility. For clarification, the Township shall be responsible for external maintenance and associated Capital Improvements/ Alterations, while IMB shall be responsible for all internal maintenance and associated Capital Improvements/ Alterations, related to this Facility. All Capital Improvements/ Alterations shall comply with the associated provisions of this Agreement. For further clarification, the Township shall be responsible for all repairs related to electrical, natural gas or plumbing infrastructure, related to this Facility. For further clarification, IMB may use all existing equipment, appliances and fixtures, and shall provide for all supplies and staff to operate the Concession Booth. Any repairs to the equipment, appliances or fixtures shall be the responsibility of IMB. IMB may retain all revenues derived from the Concession Booth.
- 5.6 IMB shall be responsible for all operations, and interior maintenance and repairs, related to the Umpires Room/ Storage Facility. For clarification, the Township shall be responsible for all external maintenance and associated Capital Improvements/ Alterations, while IMB shall be responsible for all internal maintenance and associated Capital Improvements/ Alterations, related to this Facility. All Capital Improvements/ Alterations shall comply with the associated provisions of this Agreement. For further clarification, the Township shall be responsible for all repairs related to electrical, natural gas or plumbing infrastructure, related to this Facility.
- 5.7 IMB shall be responsible for all organizing, booking and scheduling of the baseball diamonds, for the entire baseball season. For clarification, this shall include scheduling of youth, adult and general community baseball games, tournaments and events that are using the baseball diamonds, as well as any non-baseball events using the baseball diamonds.
- 5.8 IMB shall be responsible for all umpire organizing, scheduling and associated compensation for games on the baseball diamonds, for the entire baseball season. For clarification, this shall include umpires for all youth, adult and general community baseball games, tournaments and events that are using the baseball diamonds.
- 5.9 IMB shall maintain a listing of all public requests for using the baseball diamonds and whether or not the request was granted. If the request was not granted or granted with certain modifications or conditions, these shall be noted. The listing shall be provided by December 31<sup>st</sup> each year and will be used by the Township to determine whether appropriate public access to the baseball diamonds is being provided.

- 5.10 The Township shall be responsible for maintaining the permanent park display sign, located at the Blandford Street entrance. Any temporary banners or signage desired to be placed by IMB on the Premises other than on the fencing of the Facilities, must receive prior approval from the Township.

## **6. UTILITIES**

- 6.1 The Township shall pay all fees and charges upon or in respect of the Premises for public and private utilities including water, sewage, electric power or energy, steam or hot water uses and telephone charges. Care should be taken by IMB to monitor and keep utility consumption as low as possible so that unnecessary additional charges are not incurred, especially with regard to Ball Diamond lighting. The Township shall also be responsible for any fittings, fixtures, machines, apparatus, meters or other things used in respect of any private or public utilities and for all work and services performed by any corporation or commission in connection with the public and private utilities supplied to the Premises.
- 6.2 IMB shall pay all fees and charges associated with propane and/or natural gas, with respect to the Concession Booth Facility. IMB shall also be responsible for any applicable fees and charges for fittings, fixtures, machines, apparatus, meters or other things used in respect of any propane and/or natural gas and for all work and services performed by any corporation or commission in connection with the propane and/or natural gas supplied to the Concession Booth Facility.

## **7. CAPITAL IMPROVEMENTS OR ALTERATIONS**

- 7.1 In this Agreement, Capital Improvements or Alterations are considered to be improvements to the Facilities beyond general maintenance and repair, as well as projects beyond what the Township, in its sole discretion, deems to be required or considers necessary. For clarification, Capital Improvements or Alterations are not projects that the Township is required to complete, or desires to be completed.
- 7.2 IMB may make a suggestion or request, in writing, to the Township for a Capital Improvement/ Alteration project, however, the Township shall maintain sole discretion as to whether or not such project requests are approved. Further, should another organization or group wish to complete a Capital Improvement/ Alteration project on the Premises, IMB will be consulted; however, the Township, in its sole discretion, shall have a right to approve any such project requests.
- 7.3 All Capital Improvements or Alterations will not be of such a kind or extent as to in any manner weaken any structure, building, facility or sign after the Capital Improvements or Alterations are completed, or reduce the useable public space on the Premises.

- 7.4 IMB shall be responsible for all expenses related to Capital Improvements or Alterations they desire to make to the Facilities.
- 7.5 Before considering any Capital Improvements or Alterations, IMB shall supply to the Township a detailed plan showing the proposed improvements or alterations, for approval. Depending on the scope of the Improvements or Alterations, approval may be subject to the ratification of Township Council.
- 7.6 Upon approval, all purchases of labour, supplies and materials, as well as all project management for Capital Improvements or Alterations shall be undertaken entirely by the Township, with input from IMB.
- 7.7 All Capital Improvements or Alterations shall conform to all Building By-laws and Regulations, if any, then in force affecting the Facilities.
- 7.8 The Township shall be responsible to provide for any applicable building permit fees or other development related charges associated with any Capital Improvements or Alterations to the Facilities.
- 7.9 Upon completion, all Capital Improvements or Alterations shall become the property of the Township.

## **8. ACCESS**

- 8.1 The Township, its employees, servants or agents shall, at all times and for any and all purposes, have unimpeded access to any and every area of the Premises, including the Facilities, while acting in the scope of their duties or employment.
- 8.2 IMB shall provide keys and/or access codes to the Township for access to all of the Facilities subject to this Agreement on the Premises that may be secured by IMB.

## **9. COMPLIANCE WITH THE LAW AND NUISANCE**

- 9.1 IMB may not use the Facilities or permit any other person or entity to use the Facilities, for events that they directly organize or sponsor, for any improper, immoral or unlawful purpose, for a use or purpose inconsistent with applicable zoning or Township by-laws.

- 9.2 IMB shall ensure that for any event that they organize or sponsor that they do not do, cause or permit to be done, any act or thing in or upon the Facilities which shall or may be, or might become, an annoyance, nuisance or disturbance to the occupiers of any lands or properties adjoining or in the vicinity of the said Premises and of which matters the Township shall be the sole judge and its decision thereon binding on IMB.

## **10. PROTECTIVE INSTALLATIONS**

- 10.1 The Township shall pay the cost of any installations, additions or alterations (and repairs and maintenance thereto) on the Premises generally, and to the Facilities subject to this Agreement (with the exception of the Concession Booth Facility), that may be required by any Municipal, Provincial or other governing authority for the health and safety, protection or security of any employees, invitees and guests, and his or her affects. All such installations, additions or alterations shall forthwith become the property of the Township, with the responsibility for maintenance also being that of the Township.
- 10.2 IMB shall pay the cost of any installations or alterations (and repairs and maintenance thereto) for the Concession Booth Facility for any cooking or food preparation equipment that may be required by any Municipal, Provincial or other governing authority for the health and safety, protection or security of any employees, invitees and guests, and his or her affects. All such installations or alterations shall forthwith become the property of the Township.

## **11. ALCOHOL LICENSING**

- 11.1 IMB covenants and agrees for itself, its members, employees, invitees and guests for any activities, events or programs it directly organizes or sponsors to abide by any and all regulations, policies and best practices (Municipal, Provincial or Federal) associated with the consumption of alcohol on the Premises generally. The Township may have additional requirements for alcohol related events, depending on the nature of the subject event. IMB shall ensure that appropriate Licenses and/or Special Occasions Permits (SOPs) are obtained for all events that they directly operate or sponsor where alcohol is served on the Premises and that appropriate insurance is in place for liquor events, naming the Township as an additional insured.
- 11.2 IMB covenants and agrees for itself, its members, employees, invitees and guests for any activities, events or programs it directly organizes or sponsors to ensure that no alcohol is consumed on the Premises outside of any designated licensed area.

**12. SMOKING OR VAPING**

12.1 IMB covenants and agrees for itself, its employees, invitees and guests, at events that it directly organizes or sponsors, that in accordance with the Smoke Free Ontario Act 2017, as amended, and all associated Regulations, as well as any Township By-laws, that no smoking or vaping will be permitted anywhere on or in the Facilities. The Township shall be responsible to ensure no smoking or vaping occurs on the Premises.

**13. INSPECTIONS OF THE PREMISES AND FACILITIES**

13.1 The Township shall conduct regular inspections of the Premises, as well as the Facilities subject to this Agreement.

13.2 IMB shall conduct regular inspections of the Facilities subject to this Agreement, as well as regular inspections of the Premises during events that they organizes or sponsors.

13.3 Both parties will respond to required maintenance, repairs and items of non-compliance expeditiously.

**14. HEALTH AND SAFETY**

14.1 IMB shall use, operate and maintain the Facilities at all times in a safe and healthy manner, and in compliance with all Federal, Provincial and Township Health and Safety legislation, regulations, policies and best practices.

**15. INSURANCE**

15.1 The Township shall be responsible to pay for all standard property and general liability insurance premiums associated with the property itself including all buildings, structures and facilities located on the Premises, including the Facilities subject to this Agreement, including all standard property and general liability coverage.

15.2 IMB covenants with the Township that the events, activities or programs to be so carried on or at the Facilities will not be of such a nature as to Township having to pay an increased rate of insurance premiums on the Premises or by reason thereof. Further, IMB covenants to not carry on or permit to be carried on any events, activities or programs on the said Premises which may make void or voidable any insurance held by the Township or the other actual or potential occupants of the Premises.

- 15.3 IMB shall carry, at minimum, the following insurance coverage related to the Facilities, as well as events, activities or programs that they organize or sponsor on or at the Facilities, or the Premises generally:
- \$5,000,000 Comprehensive General Liability Coverage, with specific endorsements for:
    - Director/Officer Coverage
    - Participant/ Spectator Injury and/or death
    - Liquor Event Liability
    - Non-owned automobile
    - \$20,000 Tenants Liability (for items owned by IMB and stored on the Premises);
  - The Corporation of the Township of East Zorra-Tavistock shall be added as an additional insured to IMB's insurance policy;
  - Insurance coverage is to contain a cross-liability endorsement.
- 15.4 IMB shall ensure that the Township is provided, at all times, with an up to date certificate of insurance. Proof of new or renewed insurance coverage shall be filed with the Township thirty (30) days before termination of the existing insurance. Thirty (30) days written notice shall also be delivered to the Township should IMB's insurance policy be cancelled.
- 15.5 Issuance of any insurance policy shall not be construed as relieving IMB from responsibility for other or larger claims, if any, for which they may be held responsible.
- 15.6 IMB agrees to release the Township from any and all claims for damages arising from any accident or injury, which is caused by, or arising from events, programs or activities that they directly organize or sponsor on the Facilities subject to this Agreement, or the Premises generally.

## **16. ENTITLEMENT TO DAMAGES**

- 16.1 IMB shall not be entitled to damages, losses, costs or disbursements from the Township for personal property during the term hereby created on, caused by or on account of theft, fire, water, sewage, sprinkler systems, partial or temporary failure or stoppage of heat, light, elevator, live steam or plumbing services in or to the said Premises or building, whether due to acts of God, strikes, accidents, the making of alterations, repairs, renewals, improvements, structural changes on the said Premises or the equipment or systems supplying the said services, or from any cause whatsoever, provided that the said failure or stoppage be remedied within a reasonable time.

**17. CONTACT**

- 17.1 Annually, a member of both IMB and the Township will be identified as the respective points of contact for any matters related to the Facilities, and Premises generally.

**18. NOTICE**

- 18.1 Any notice which any of the parties is required or permitted to give pursuant to any provision of this Agreement may be delivered or mailed by registered mail addressed to:

IMB at:

***104 Blandford Street, PO Box 222, Innerkip, ON, N0J 1M0  
ATTN: SECRETARY***

The Township at:

***90 Loveys Street, PO Box 100, Hickson, ON, N0J 1L0  
ATTN: CAO***

Such notices shall be deemed to have been given at the time it was delivered or mailed, as the case may be.

**19. NON-ASSIGNMENT OF RIGHTS**

- 19.1 The parties agree that this Agreement cannot be assigned by IMB without the prior written consent of the Township, which in view of the special purpose nature of this Agreement, may be arbitrarily withheld by the Township.

**20. GENERAL**

- 20.1 The words importing the singular number only shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine gender, and words importing persons shall include firms and corporations and vice versa.

**21. BINDING EFFECT**

21.1 This Agreement and everything contained in it shall extend to, bind and enure to the benefit of the heirs, executors, administrators, successors and assigns of each of the parties to it. All covenants contained in this Agreement shall be deemed joint and several and all rights and powers reserved to the Township may be exercised by either the Township or his agents or representatives.

**22. SEVERABILITY**

22.1 If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement and/or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall be affected thereby and each term, covenant or condition of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

**23. ENTIRE AGREEMENT**

23.1 This Agreement and the Schedule(s) attached hereto and forming a part hereof, set forth all the covenants, promises, Agreements, conditions and undertakings between the Township or IMB concerning the Facilities and Premises generally, and there are no covenants, promises, Agreements, conditions or representations either oral or written between them other than herein and in the said Schedule(s) set forth. Except as herein provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the Township or IMB unless reduced to writing and signed by each of them.

SIGNED, SEALED AND DELIVERED

) **THE CORPORATION OF THE**  
 ) **TOWNSHIP OF EAST ZORRA-TAVISTOCK**  
 )  
 )  
 ) \_\_\_\_\_  
 ) Mayor  
 )  
 ) \_\_\_\_\_  
 ) Clerk

) **INNERKIP MINOR BALL**  
 )  
 )  
 ) \_\_\_\_\_  
 ) President  
 )  
 ) \_\_\_\_\_  
 ) Vice-President



**Schedule "A"**

**"The Premises"**



## Schedule "B"

### "The Facilities"



**Schedule “B”**

**“Legend”**

- 1. Diamond #1:**
- 2. Diamond #2:**
- 3. Diamond #3:**
- 4. Diamond #4:**
- 5. Concession Booth/ Office/ Storage Facility**
- 6. Umpires/ Storage Facility**
- 7. Batting Cage**
- 8. Shipping/ Storage Container**

# STAFF REPORT

Report #CAO2023-04

To: His Worship the Mayor and Members of Council

From: Karen DePrest, CAO/Treasurer

Re: CAO/Treasury – April 2023 Council Report

Date: April 12, 2023

## Departmental Highlights:

- As discussed in March, the draft year-end budget to actual monitoring report is shown below, subject to adjusting entries and accruals for various departments. This summary report also shows the year-to-date spending for 2023 by department as a benchmark % to date versus time elapsed on the budget year.
- 2023 budget preparation continues throughout the month of April. Senior staff will be meeting the last week in April to review their individual departmental budgets in conjunction with the overall municipal package and the impacts on the tax rate and levy. The budget will include information from the Asset Management Plan, the Development Charges Study, and Capital and Reserve/Reserve Fund forecasting.
- All pledged donations for the Tavistock Spray Pad have been received. It is anticipated that the bid document for the Tavistock Spray Pad Project will be released before the end of April. In conjunction with this project, staff is continuing to work on a policy for the Township's donor recognition process, thresholds, and methodology.
- The Treasury Department should be at full complement by the end of April. Joni Satchell started on April 3<sup>rd</sup> in the Property Tax Coordinator's position and Prajjwal Tiwari will be joining the Township as a co-operative student in the Financial Services Coordinator role for 8 months from May – December 2023, along with Eddie Maclean in the Asset Management co-op position. At the end of the co-op term, staff will reassess our options for staffing the Financial Services Coordinator role going forward.

- The ROEDC audit was completed on April 11<sup>th</sup> and the statements for ROEDC will go to their AGM on June 23<sup>rd</sup> for incorporation into the Township's statements.
- By way of the recommendation provided below, staff are requesting Council repeal General Policy #2.13 Hickson Office Hours (attached as Appendix 'A'). This policy is now redundant given the updates to the stat holiday policy, as well as the onset of the office now remaining open throughout the lunch hour, which commenced in 2022.

### Legislative Updates:

- None

### Financial Highlights:

**Township of East Zorra-Tavistock**  
**SUMMARY OF NET DEPARTMENTAL BUDGETARY TAX IMPACTS**  
**Operating and Capital Budgets Monitoring Summary**

Revised Date: 13-04-2023  
 % Budget Period: 28.22%

Net Budgets By Department	2022 Approved	2022 Actual to Date*	2022 Difference (Budget - Actual)	2023 Actuals To Date	% 2023 Actual / 2022 Budget
Building, Locates and Drainage	428,353	416,822	(11,531)	75,807	17.70%
Corporate Services	2,202,772	2,315,553	112,782	600,066	27.24%
Fire and Protective Services	1,292,954	1,163,457	(129,497)	90,755	7.02%
Parks and Recreation	515,178	615,941	100,763	23,760	4.61%
Public Works	3,158,117	2,809,987	(348,130)	280,085	8.87%
Treasury Services	(944,423)	(1,377,773)	(433,350)	(351,711)	37.24%
	6,652,951	5,943,988	-708,963	718,761	89.34%

### Attachments:

1. Appendix 'A' – GP2.13 Hickson Office Hours Policy.

### Recommendation:

1. That Council repeal GP #2.13 Hickson Office Hours Policy.

Respectfully submitted by:



Karen DePrest  
 Chief Administrative Officer/Treasurer



## Township of East Zorra-Tavistock

### General Policy Manual

<b>Title: Hickson Office Hours</b>	
Section: Corporate Policies	Number: GP2.13
Version: 2.0	Review Frequency: As required
Approved by: Council	Approval Date: 2016-12-21
Application: Hickson Municipal Office and Hickson Office Staff.	
Notes: See Reports: CAO2016-05 Office Hours Review - 2016-02-03 Council Agenda CAO2016-34 Hickson Office Hours - 2016-12-06/21 Council Agendas	

#### **PURPOSE:**

To establish hours of operation for the Hickson Municipal Office.

#### **POLICY:**

Hickson Municipal Office Regular Hours:

Monday – Friday

8:30 a.m. – 12:00 noon & 1:00 pm – 4:30 pm (closed from 12:00 noon – 1:00 p.m.)

The office is closed on the following statutory holidays and other days:

- i) New Year's Day
- ii) Family Day
- iii) Good Friday
- iv) Easter Monday\*
- v) Victoria Day
- vi) Canada Day
- vii) Civic Holiday
- viii) Labour Day
- ix) Thanksgiving Day
- x) Remembrance Day\*
- xi) Christmas Eve Afternoon \*\*
- xii) Christmas Day
- xiii) Boxing Day

Statutory Holidays that fall on a Saturday or Sunday move the next following day that would normally be a working day.

\* Easter Monday and Remembrance Day are treated as “Floaters”. Staff can take the actual day off or they can bank the time for use at a later date. Keeping the office open on these days is contingent on having enough employees coming in to properly staff the office.

\*\* The office closes at noon on Christmas Eve day. Employees use ½ day of vacation time for this early closure. This is only applicable when Christmas Eve day is on Monday – Friday.

### **Extended Hours:**

The Township provides extended hours at the following times:

#### **Tax Collection Due Dates:**

Remain open over lunch (12:00 noon to 1:00 p.m.) and until 5:00 p.m. on the tax due date and the one (1) working day preceding the due date

During extended hours, not all Township services and Staff will be available. During tax collection, the emphasis will be related to property tax collection services.

The Corporate Services Manager shall be responsible for scheduling and coordinating staff to cover the extended hours. HR Policy 4.02 shall apply for time worked during the extended hours.

Township staff will work with residents and ratepayers to accommodate unique situations where there are real difficulties attending the Hickson Office during regular hours. As each situation is different, they must be considered individually. Following are some examples to help illustrate situations that may be appropriate:

- Someone calls before the office closes for lunch or the end of the day, and advises they are on their way but are running late – could someone stay a bit late to meet them
- Someone requests coming to the office over the lunch period and an approximate time is agreed upon
- Someone requests coming into the office in the morning before the office opens as this is the only time that they are in the area due to work
- Someone requests coming to office after 4:30 p.m. and an employee can stay later to accommodate them
- For staff that attend evening Council meetings, offer to meet with someone before an evening Council meeting

**THE CORPORATION OF THE  
TOWNSHIP OF EAST ZORRA-TAVISTOCK  
COUNTY OF OXFORD  
BY-LAW # 2023-11**

A By-law to amend Zoning By-Law Number 2003-18, as amended.

WHEREAS the Municipal Council of the Corporation of the Township of East Zorra-Tavistock deems it advisable to amend By-Law Number 2003-18, as amended.

THEREFORE, the Municipal Council of the Corporation of the Township of East Zorra-Tavistock, enacts as follows:

1. That Schedule "A" to By-law Number 2003-18, as amended, is hereby further amended by changing to 'A2-21' the zone symbol of the lands so designated 'A2-21' on Schedule "A" attached hereto.
2. That Section 7.5 to By-law Number 2003-18, as amended, is hereby further amended by adding the following subsection at the end thereof:

"7.5.21        **LOCATION: Part Lot 14, Concession 12 (East Zorra)  
A2-21 (Key Map 35)**

7.5.21.1       Notwithstanding any provisions of this Zoning By-law to the contrary, no *person* shall within any A2-21 Zone *use any lot, or erect, alter or use any building or structure* for any purpose except for the following;

*All uses permitted* in Section 7.1 of this By-law.

7.5.21.2       Notwithstanding any provision of this Zoning By-law to the contrary, no person shall within any A2-21 Zone *use any lot, or erect, alter or use any building or structure* for any purpose, except in accordance with the following provisions:

7.5.21.2.1     MDS II SETBACK TO TYPE A LAND USE

Minimum	<b>230 m (755 ft)</b>
---------	-----------------------

7.5.21.2.2     MDS II SETBACK TO TYPE B LAND USE

Minimum	<b>350 m (1,148.2 ft)</b>
---------	---------------------------



7.5.21.3 That all the provisions of the A2 Zone in Section 7.2 to the Zoning By-law, as amended, shall apply, and further that all the other provisions of this Zoning By-law, as amended, that are consistent with the provisions contained herein shall continue to apply, mutatis mutandis.”

This By-Law comes into force in accordance with Sections 34(21) and (30) of the Planning Act, R.S.O. 1990, as amended.

READ a first and second time this 19<sup>th</sup> day of April, 2023.

READ a third time and finally passed this 19<sup>th</sup> day of April, 2023.

---

Phil Schaefer - Mayor

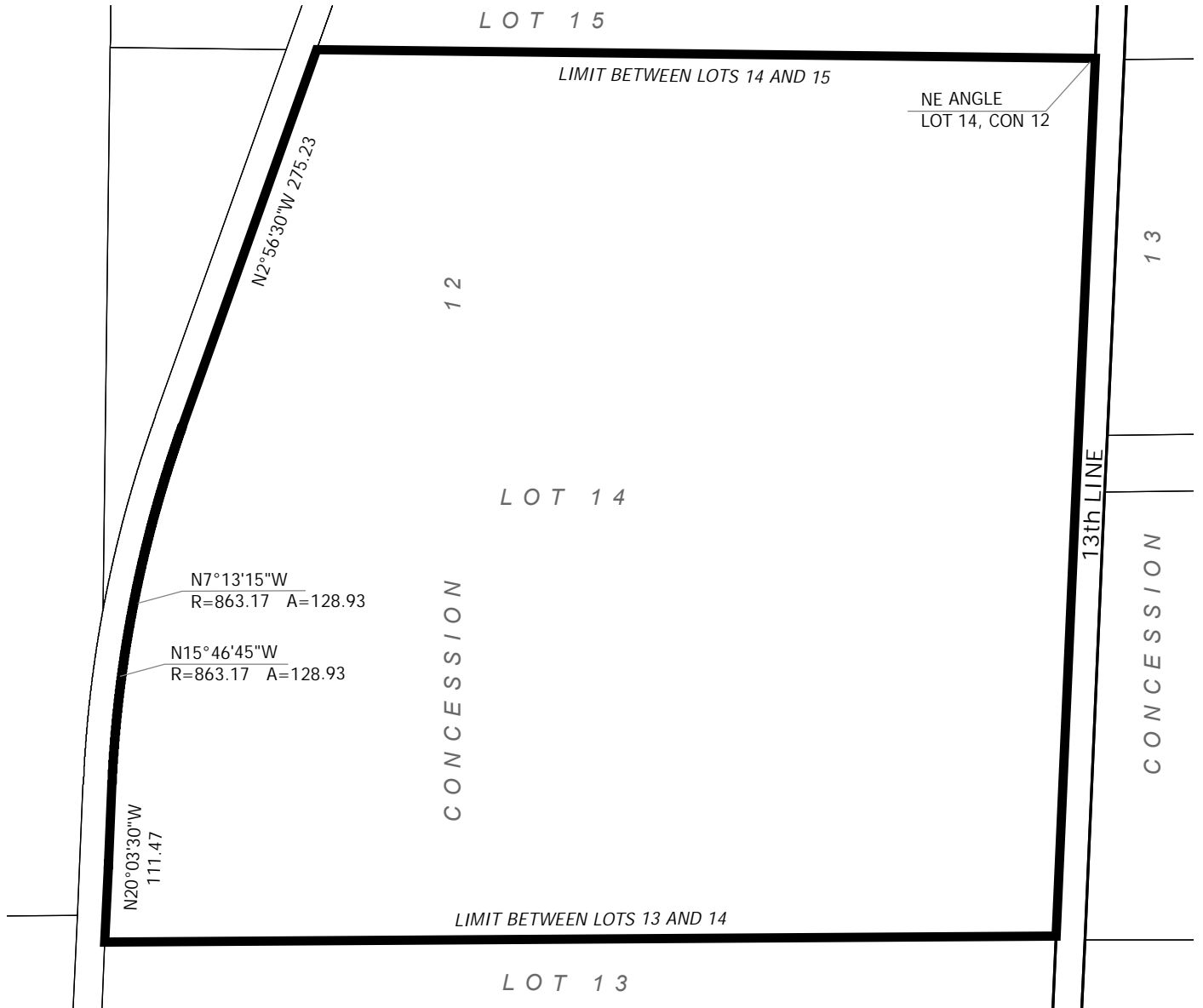
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Will Jaques – Clerk

# SCHEDULE "A"

TO BY-LAW No. #2023-11

PART OF THE EAST HALF OF LOT 14, CONCESSION 12 (EAST ZORRA)  
TOWNSHIP OF EAST ZORRA-TAVISTOCK



 AREA OF ZONE CHANGE TO A2-21

NOTE: ALL DIMENSIONS IN METRES

THIS IS SCHEDULE "A"

TO BY-LAW No. 2023-11, PASSED

THE 19 DAY OF April, 2023



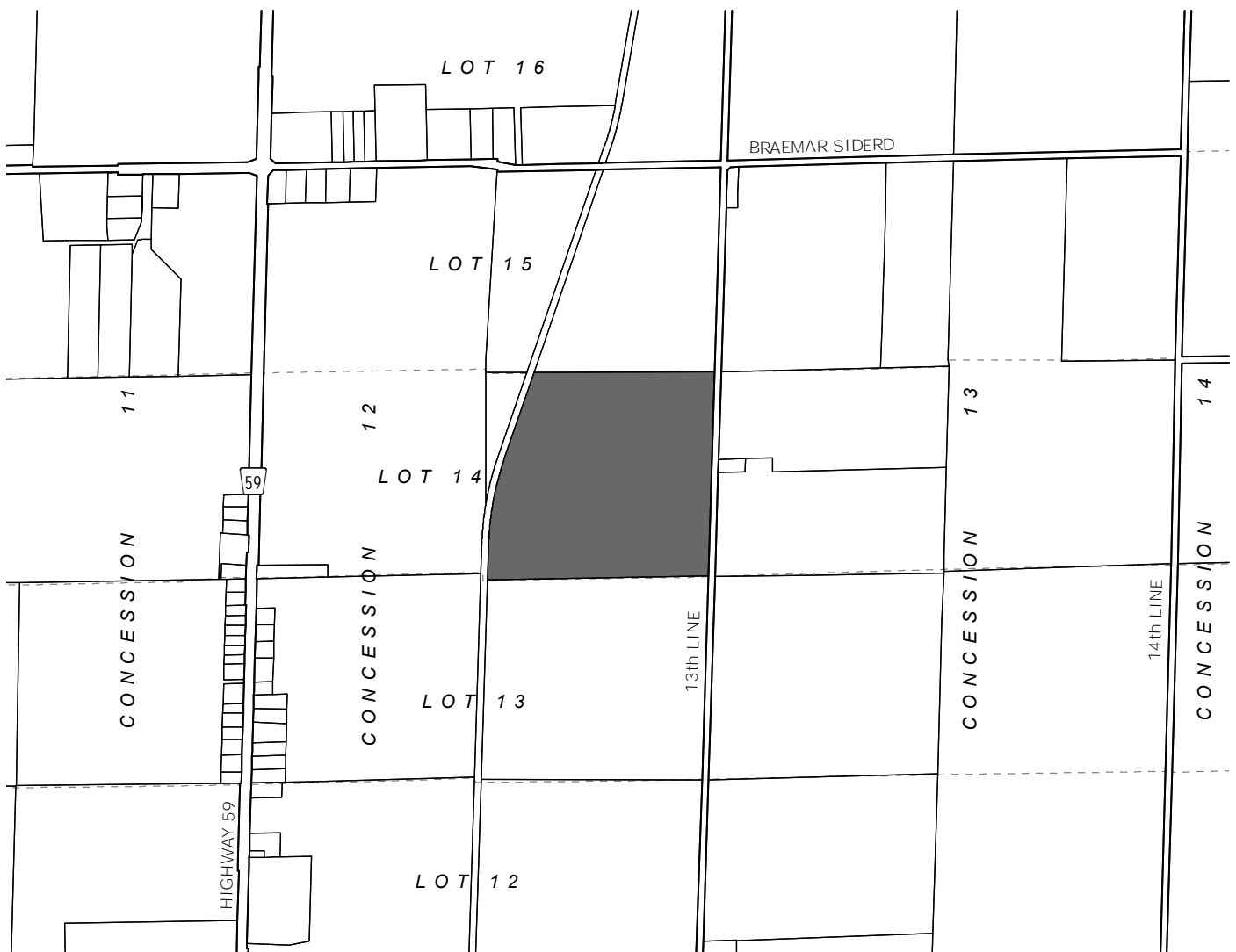
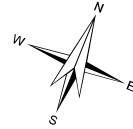
**Growing stronger together**

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\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK/ADMINISTRATOR

# KEY MAP



 LANDS TO WHICH BYLAW #2023-11 APPLIES



*Growing stronger together*

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**THE CORPORATION OF THE  
TOWNSHIP OF EAST ZORRA-TAVISTOCK  
COUNTY OF OXFORD  
BY-LAW # 2023 - 12**

---

**Being a by-law to enter into an Agreement with Innerkip Minor Ball.**

**WHEREAS** the Municipal Act, 2001, S.O. 2001, c. 25, S. 8 provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

**AND WHEREAS** the Council of the Township of East Zorra-Tavistock and Innerkip Minor Ball deem it appropriate to enter into agreement for the purpose of establishing rights and responsibilities related to use, operation and maintenance of various Facilities at Innerkip Park;

**NOW THEREFORE THE COUNCIL OF THE TOWNSHIP OF EAST ZORRA-TAVISTOCK ENACTS AS FOLLOWS:**

1. That Schedule "A" attached hereto and forming part of this by-law, being an agreement between the Corporation of the Township of East Zorra-Tavistock and Innerkip Minor Ball, is hereby approved.
2. That the Mayor and Clerk are hereby authorized to sign, on behalf of the Township of East Zorra-Tavistock, the agreement, attached hereto as Schedule "A".

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 19<sup>th</sup> DAY OF APRIL, 2023.**

---

Phil Schaefer, Mayor

seal

---

Will Jaques, Clerk

**SCHEDULE "A"**

**Agreement**

Made in duplicate and entered into this \_\_\_ day of \_\_\_\_\_, 2023

BETWEEN:

**THE CORPORATION OF THE TOWNSHIP OF EAST ZORRA-TAVISTOCK**  
(Hereinafter called the "Township")

AND

**INNERKIP MINOR BASEBALL**  
(Hereinafter called "IMB")

**1. PURPOSE**

- 1.1 The "Township" owns the lands, structures, buildings, facilities, and signs located at and on Part Lots 9 and 10, Concession 17, Township of East Zorra and municipally known as 104 Blandford Street, Innerkip, Township of East Zorra-Tavistock, more commonly known as the "Innerkip Park", and is hereinafter called the "Premises" (see Schedule 'A').
- 1.2 "IMB" desires to use, operate and maintain certain structures, buildings and facilities located on the Premises and is hereinafter called the "Facilities" (see Schedule 'B').
- 1.3 In consideration of the desire of IMB to use, operate and maintain the "Facilities", the Township agrees to enter into this Agreement with IMB, subject to the terms and conditions herein.

**2. TERM**

- 2.1 The term of this Agreement shall be from January 1, 2023, to December 31, 2023.

**3. USE**

- 3.1 IMB shall have the right and responsibility to use, operate and maintain the Facilities for any baseball related event, provided that they use, operate and maintain the Facilities in a sound and professional manner.

- 3.2 Diamond #3, as shown on Schedule 'B', is to remain available for unrestricted use by the general public, when not in use by IMB.
- 3.3 The Premises shall always remain a public facility and be open to the general public.
- 3.4 IMB recognizes the use of the Facilities for the annual Innerkip Lions Club Canada Day Weekend event and shall permit the Innerkip Lions Club to use the Facilities and entire Premises, unimpeded, to conduct their event.
- 3.5 As owner of the Facilities, the Township shall be able to use the entire Premises at any time, including the Facilities, provided there is not an event already scheduled.
- 3.6 The Township has the right to enter into additional rental agreements for use of the Premises and its various facilities, so long as such rental does not conflict or compromise IMB rental agreement provisions.

#### **4. FEES AND REVENUE**

- 4.1 IMB shall be able to use the Facilities free of charge for any baseball related events operated or sponsored by IMB. Any fees payable for baseball events not operated or sponsored by IMB shall be provided to the Township.
- 4.2 All fees obtained for use of the Facilities for non-baseball related events shall be payable to, and collected by, the Township.
- 4.3 IMB may provide for admission or gate fees to the Premises for events they directly operate, with any fees received for such admission or gate fees payable to, and collected by, IMB. IMB shall not charge admission or gate fees to those using the Premises for purposes other than attendance at the event being directly operated or sponsored by IMB.
- 4.4 All booking and scheduling for structures, buildings, facilities and signs on the Premises, other than the Facilities subject to this Agreement, shall be the responsibility of the Township. Any applicable fees for the usage any of the other structures, buildings, facilities and signs located on the Premises shall be payable to, and collected by, the Township.
- 4.5 IMB shall be responsible to book the use of any structures, buildings, facilities and signs on the Premises, other than the Facilities subject to this Agreement, for any events that they directly operate or sponsor. Booking shall be done directly through the Township, and IMB shall be responsible for paying all applicable fees to the Township for using such buildings, structures, facilities and signs.

**5. MAINTENANCE AND OPERATIONS**

- 5.1 The Township shall be responsible for maintenance and repairs on the Premises which are not related to the Facilities subject to this Agreement. For clarification, this shall include: grass cutting outside the baseball diamond fences, all tree maintenance, all parking lot maintenance, parking lot and trail lighting, all property boundary fences/ gates, supplies/maintenance/repairs related to the permanent washrooms, garbage collection/ removal on the Premises generally, maintenance of the pavilion(s), exterior maintenance of all buildings and structures, maintenance of the picnic tables and benches, maintenance of the playground(s)/ play structure(s), maintenance of the walking trail(s), maintenance of the sports court(s), and maintenance of any general park signage, monuments or other landscaping features. The Township shall also be responsible for the supply and costs for any large garbage disposal container(s) that may be placed on the property, notwithstanding that the IMB shall be responsible for the supply and costs for any additional large garbage disposal containers that may be required for any events that IMB directly operates or sponsors.
- 5.2 The Township shall be responsible for maintenance of, and repairs to, the infrastructure components of the Facilities subject to this Agreement. For clarification, the Township shall repair and maintain the backstops, diamond fencing, dugouts, diamond lighting/ lighting standards, scoreboards, foul marker posts and bleachers.
- 5.3 IMB shall be responsible for maintenance of, and repairs to, the baseball diamond playing surfaces. For clarification, this shall include all labour, materials, supplies and payment necessary related to grass cutting, weed control and grass seeding inside the baseball diamond fences over and above the grass cutting provided by the Township, diamond dragging, base placement/moorings, line marking, diamond dry, clay repair etc. to provide a safe environment for all baseball related events on the baseball diamond playing surfaces. IMB shall also provide for garbage collection inside the baseball diamond fencing and in the dugouts, as well as the Premises generally (including all garbage cans) during and following weekend and multiple-day events that IMB directly operates or sponsors. Further, IMB shall provide for maintenance of the permanent washrooms (cleaning, topping up supplies etc.) during weekends and multi-day events that IMB directly operates or sponsors.
- 5.4 IMB shall be responsible for all costs related to the maintenance of, and repairs to, the batting cage and announcer's booths. For clarification, the Township shall complete the work associated with maintenance of, and repairs to, the batting cage and announcer's booths with the cost of said maintenance or repairs billed to IMB by the Township.

- 5.5 IMB shall be responsible for all operations, and interior maintenance and repairs, related to the Concession Booth and associated Office/ Storage Space Facility. For clarification, the Township shall be responsible for external maintenance and associated Capital Improvements/ Alterations, while IMB shall be responsible for all internal maintenance and associated Capital Improvements/ Alterations, related to this Facility. All Capital Improvements/ Alterations shall comply with the associated provisions of this Agreement. For further clarification, the Township shall be responsible for all repairs related to electrical, natural gas or plumbing infrastructure, related to this Facility. For further clarification, IMB may use all existing equipment, appliances and fixtures, and shall provide for all supplies and staff to operate the Concession Booth. Any repairs to the equipment, appliances or fixtures shall be the responsibility of IMB. IMB may retain all revenues derived from the Concession Booth.
- 5.6 IMB shall be responsible for all operations, and interior maintenance and repairs, related to the Umpires Room/ Storage Facility. For clarification, the Township shall be responsible for all external maintenance and associated Capital Improvements/ Alterations, while IMB shall be responsible for all internal maintenance and associated Capital Improvements/ Alterations, related to this Facility. All Capital Improvements/ Alterations shall comply with the associated provisions of this Agreement. For further clarification, the Township shall be responsible for all repairs related to electrical, natural gas or plumbing infrastructure, related to this Facility.
- 5.7 IMB shall be responsible for all organizing, booking and scheduling of the baseball diamonds, for the entire baseball season. For clarification, this shall include scheduling of youth, adult and general community baseball games, tournaments and events that are using the baseball diamonds, as well as any non-baseball events using the baseball diamonds.
- 5.8 IMB shall be responsible for all umpire organizing, scheduling and associated compensation for games on the baseball diamonds, for the entire baseball season. For clarification, this shall include umpires for all youth, adult and general community baseball games, tournaments and events that are using the baseball diamonds.
- 5.9 IMB shall maintain a listing of all public requests for using the baseball diamonds and whether or not the request was granted. If the request was not granted or granted with certain modifications or conditions, these shall be noted. The listing shall be provided by December 31<sup>st</sup> each year and will be used by the Township to determine whether appropriate public access to the baseball diamonds is being provided.



- 5.10 The Township shall be responsible for maintaining the permanent park display sign, located at the Blandford Street entrance. Any temporary banners or signage desired to be placed by IMB on the Premises other than on the fencing of the Facilities, must receive prior approval from the Township.

**6. UTILITIES**

- 6.1 The Township shall pay all fees and charges upon or in respect of the Premises for public and private utilities including water, sewage, electric power or energy, steam or hot water uses and telephone charges. Care should be taken by IMB to monitor and keep utility consumption as low as possible so that unnecessary additional charges are not incurred, especially with regard to Ball Diamond lighting. The Township shall also be responsible for any fittings, fixtures, machines, apparatus, meters or other things used in respect of any private or public utilities and for all work and services performed by any corporation or commission in connection with the public and private utilities supplied to the Premises.
- 6.2 IMB shall pay all fees and charges associated with propane and/or natural gas, with respect to the Concession Booth Facility. IMB shall also be responsible for any applicable fees and charges for fittings, fixtures, machines, apparatus, meters or other things used in respect of any propane and/or natural gas and for all work and services performed by any corporation or commission in connection with the propane and/or natural gas supplied to the Concession Booth Facility.

**7. CAPITAL IMPROVEMENTS OR ALTERATIONS**

- 7.1 In this Agreement, Capital Improvements or Alterations are considered to be improvements to the Facilities beyond general maintenance and repair, as well as projects beyond what the Township, in its sole discretion, deems to be required or considers necessary. For clarification, Capital Improvements or Alterations are not projects that the Township is required to complete, or desires to be completed.
- 7.2 IMB may make a suggestion or request, in writing, to the Township for a Capital Improvement/ Alteration project, however, the Township shall maintain sole discretion as to whether or not such project requests are approved. Further, should another organization or group wish to complete a Capital Improvement/ Alteration project on the Premises, IMB will be consulted; however, the Township, in its sole discretion, shall have a right to approve any such project requests.
- 7.3 All Capital Improvements or Alterations will not be of such a kind or extent as to in any manner weaken any structure, building, facility or sign after the Capital Improvements or Alterations are completed, or reduce the useable public space on the Premises.

- 7.4 IMB shall be responsible for all expenses related to Capital Improvements or Alterations they desire to make to the Facilities.
- 7.5 Before considering any Capital Improvements or Alterations, IMB shall supply to the Township a detailed plan showing the proposed improvements or alterations, for approval. Depending on the scope of the Improvements or Alterations, approval may be subject to the ratification of Township Council.
- 7.6 Upon approval, all purchases of labour, supplies and materials, as well as all project management for Capital Improvements or Alterations shall be undertaken entirely by the Township, with input from IMB.
- 7.7 All Capital Improvements or Alterations shall conform to all Building By-laws and Regulations, if any, then in force affecting the Facilities.
- 7.8 The Township shall be responsible to provide for any applicable building permit fees or other development related charges associated with any Capital Improvements or Alterations to the Facilities.
- 7.9 Upon completion, all Capital Improvements or Alterations shall become the property of the Township.

## **8. ACCESS**

- 8.1 The Township, its employees, servants or agents shall, at all times and for any and all purposes, have unimpeded access to any and every area of the Premises, including the Facilities, while acting in the scope of their duties or employment.
- 8.2 IMB shall provide keys and/or access codes to the Township for access to all of the Facilities subject to this Agreement on the Premises that may be secured by IMB.

## **9. COMPLIANCE WITH THE LAW AND NUISANCE**

- 9.1 IMB may not use the Facilities or permit any other person or entity to use the Facilities, for events that they directly organize or sponsor, for any improper, immoral or unlawful purpose, for a use or purpose inconsistent with applicable zoning or Township by-laws.

- 9.2 IMB shall ensure that for any event that they organize or sponsor that they do not do, cause or permit to be done, any act or thing in or upon the Facilities which shall or may be, or might become, an annoyance, nuisance or disturbance to the occupiers of any lands or properties adjoining or in the vicinity of the said Premises and of which matters the Township shall be the sole judge and its decision thereon binding on IMB.

## **10. PROTECTIVE INSTALLATIONS**

- 10.1 The Township shall pay the cost of any installations, additions or alterations (and repairs and maintenance thereto) on the Premises generally, and to the Facilities subject to this Agreement (with the exception of the Concession Booth Facility), that may be required by any Municipal, Provincial or other governing authority for the health and safety, protection or security of any employees, invitees and guests, and his or her affects. All such installations, additions or alterations shall forthwith become the property of the Township, with the responsibility for maintenance also being that of the Township.
- 10.2 IMB shall pay the cost of any installations or alterations (and repairs and maintenance thereto) for the Concession Booth Facility for any cooking or food preparation equipment that may be required by any Municipal, Provincial or other governing authority for the health and safety, protection or security of any employees, invitees and guests, and his or her affects. All such installations or alterations shall forthwith become the property of the Township.

## **11. ALCOHOL LICENSING**

- 11.1 IMB covenants and agrees for itself, its members, employees, invitees and guests for any activities, events or programs it directly organizes or sponsors to abide by any and all regulations, policies and best practices (Municipal, Provincial or Federal) associated with the consumption of alcohol on the Premises generally. The Township may have additional requirements for alcohol related events, depending on the nature of the subject event. IMB shall ensure that appropriate Licenses and/or Special Occasions Permits (SOPs) are obtained for all events that they directly operate or sponsor where alcohol is served on the Premises and that appropriate insurance is in place for liquor events, naming the Township as an additional insured.
- 11.2 IMB covenants and agrees for itself, its members, employees, invitees and guests for any activities, events or programs it directly organizes or sponsors to ensure that no alcohol is consumed on the Premises outside of any designated licensed area.

**12. SMOKING OR VAPING**

- 12.1 IMB covenants and agrees for itself, its employees, invitees and guests, at events that it directly organizes or sponsors, that in accordance with the Smoke Free Ontario Act 2017, as amended, and all associated Regulations, as well as any Township By-laws, that no smoking or vaping will be permitted anywhere on or in the Facilities. The Township shall be responsible to ensure no smoking or vaping occurs on the Premises.

**13. INSPECTIONS OF THE PREMISES AND FACILITIES**

- 13.1 The Township shall conduct regular inspections of the Premises, as well as the Facilities subject to this Agreement.
- 13.2 IMB shall conduct regular inspections of the Facilities subject to this Agreement, as well as regular inspections of the Premises during events that they organizes or sponsors.
- 13.3 Both parties will respond to required maintenance, repairs and items of non-compliance expeditiously.

**14. HEALTH AND SAFETY**

- 14.1 IMB shall use, operate and maintain the Facilities at all times in a safe and healthy manner, and in compliance with all Federal, Provincial and Township Health and Safety legislation, regulations, policies and best practices.

**15. INSURANCE**

- 15.1 The Township shall be responsible to pay for all standard property and general liability insurance premiums associated with the property itself including all buildings, structures and facilities located on the Premises, including the Facilities subject to this Agreement, including all standard property and general liability coverage.
- 15.2 IMB covenants with the Township that the events, activities or programs to be so carried on or at the Facilities will not be of such a nature as to Township having to pay an increased rate of insurance premiums on the Premises or by reason thereof. Further, IMB covenants to not carry on or permit to be carried on any events, activities or programs on the said Premises which may make void or voidable any insurance held by the Township or the other actual or potential occupants of the Premises.

- 15.3 IMB shall carry, at minimum, the following insurance coverage related to the Facilities, as well as events, activities or programs that they organize or sponsor on or at the Facilities, or the Premises generally:
- \$5,000,000 Comprehensive General Liability Coverage, with specific endorsements for:
    - Director/Officer Coverage
    - Participant/ Spectator Injury and/or death
    - Liquor Event Liability
    - Non-owned automobile
    - \$20,000 Tenants Liability (for items owned by IMB and stored on the Premises);
  - The Corporation of the Township of East Zorra-Tavistock shall be added as an additional insured to IMB's insurance policy;
  - Insurance coverage is to contain a cross-liability endorsement.
- 15.4 IMB shall ensure that the Township is provided, at all times, with an up to date certificate of insurance. Proof of new or renewed insurance coverage shall be filed with the Township thirty (30) days before termination of the existing insurance. Thirty (30) days written notice shall also be delivered to the Township should IMB's insurance policy be cancelled.
- 15.5 Issuance of any insurance policy shall not be construed as relieving IMB from responsibility for other or larger claims, if any, for which they may be held responsible.
- 15.6 IMB agrees to release the Township from any and all claims for damages arising from any accident or injury, which is caused by, or arising from events, programs or activities that they directly organize or sponsor on the Facilities subject to this Agreement, or the Premises generally.

## **16. ENTITLEMENT TO DAMAGES**

- 16.1 IMB shall not be entitled to damages, losses, costs or disbursements from the Township for personal property during the term hereby created on, caused by or on account of theft, fire, water, sewage, sprinkler systems, partial or temporary failure or stoppage of heat, light, elevator, live steam or plumbing services in or to the said Premises or building, whether due to acts of God, strikes, accidents, the making of alterations, repairs, renewals, improvements, structural changes on the said Premises or the equipment or systems supplying the said services, or from any cause whatsoever, provided that the said failure or stoppage be remedied within a reasonable time.

**17. CONTACT**

- 17.1 Annually, a member of both IMB and the Township will be identified as the respective points of contact for any matters related to the Facilities, and Premises generally.

**18. NOTICE**

- 18.1 Any notice which any of the parties is required or permitted to give pursuant to any provision of this Agreement may be delivered or mailed by registered mail addressed to:

IMB at:

***104 Blandford Street, PO Box 222, Innerkip, ON, N0J 1M0  
ATTN: SECRETARY***

The Township at:

***90 Loveys Street, PO Box 100, Hickson, ON, N0J 1L0  
ATTN: CAO***

Such notices shall be deemed to have been given at the time it was delivered or mailed, as the case may be.

**19. NON-ASSIGNMENT OF RIGHTS**

- 19.1 The parties agree that this Agreement cannot be assigned by IMB without the prior written consent of the Township, which in view of the special purpose nature of this Agreement, may be arbitrarily withheld by the Township.

**20. GENERAL**

- 20.1 The words importing the singular number only shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine gender, and words importing persons shall include firms and corporations and vice versa.

**21. BINDING EFFECT**

21.1 This Agreement and everything contained in it shall extend to, bind and enure to the benefit of the heirs, executors, administrators, successors and assigns of each of the parties to it. All covenants contained in this Agreement shall be deemed joint and several and all rights and powers reserved to the Township may be exercised by either the Township or his agents or representatives.

**22. SEVERABILITY**

22.1 If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement and/or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall be affected thereby and each term, covenant or condition of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

**23. ENTIRE AGREEMENT**

23.1 This Agreement and the Schedule(s) attached hereto and forming a part hereof, set forth all the covenants, promises, Agreements, conditions and undertakings between the Township or IMB concerning the Facilities and Premises generally, and there are no covenants, promises, Agreements, conditions or representations either oral or written between them other than herein and in the said Schedule(s) set forth. Except as herein provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the Township or IMB unless reduced to writing and signed by each of them.

SIGNED, SEALED AND DELIVERED

) **THE CORPORATION OF THE**  
 ) **TOWNSHIP OF EAST ZORRA-TAVISTOCK**  
 )  
 )  
 ) \_\_\_\_\_  
 ) Mayor  
 )  
 ) \_\_\_\_\_  
 ) Clerk

) **INNERKIP MINOR BALL**  
 )  
 )  
 ) \_\_\_\_\_  
 ) President  
 )  
 ) \_\_\_\_\_  
 ) Vice-President

**Schedule "A"**

**"The Premises"**





## Schedule "B"

### "The Facilities"



**Schedule “B”**

**“Legend”**

- 1. Diamond #1:**
- 2. Diamond #2:**
- 3. Diamond #3:**
- 4. Diamond #4:**
- 5. Concession Booth/ Office/ Storage Facility**
- 6. Umpires/ Storage Facility**
- 7. Batting Cage**
- 8. Shipping/ Storage Container**

**THE CORPORATION OF THE  
TOWNSHIP OF EAST ZORRA-TAVISTOCK  
COUNTY OF OXFORD  
BY-LAW # 2023 - 13**

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Being a by-law to confirm all actions and proceedings of the Council.

**NOW THEREFORE THE COUNCIL OF THE TOWNSHIP OF EAST ZORRA-TAVISTOCK ENACTS AS FOLLOWS:**

All actions and proceedings of the Council taken at its meeting held on the 19<sup>th</sup> day of April, 2023 except those taken by By-law and those required by law to be done by resolution are hereby sanctioned, ratified and confirmed as though set out herein provided, however, that any member of this Council who has dissented from any action or proceeding or has abstained from discussion and voting thereon shall be deemed to have dissented or abstained, as the case may be, in respect of this By-law as it applies to such action or proceeding.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 19<sup>th</sup> DAY OF APRIL, 2023.**

---

Phil Schaefer, Mayor

seal

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Will Jaques, Clerk