
Policy and Priorities
AGENDA

P&P-05/2018

May 22, 2018

Town of Pelham Municipal Office - Council Chambers

20 Pelham Town Square, Fonthill

	Pages
1. Call to Order and Declaration of Quorum	
2. Adoption of Agenda	
3. Disclosure of Pecuniary Interest and the General Nature Thereof	
4. New Business	
4.1 Report Regarding the Execution of the Development Agreement for 1611 & 1613 Lookout Street (File No. DA-06-17)	1
4.2 Health and Safety Policy Statement	34
4.3 Incident Investigation Policy Statement	37
4.4 Workplace Inspection Policy Statement	42
4.5 Hazard Identification and Control Policy Statement	46
4.6 Individual Duties and Responsibilities Policy	52
4.7 Transitional Return to Work Policy Statement	58
5. Old Business	
6. Adjournment	

Report Regarding the Execution of the Development Agreement for 1611 & 1613 Lookout Street (File No. DA-06-17)

Executive Summary:

The purpose of this report is to provide Council with information regarding a request to enter into a Development Agreement for 1611 and 1613 Lookout Street to satisfy a condition of consent approval of the Committee of Adjustment.

Location:

The subject land is located on the east side of Lookout Street, north of Marlene Stewart Drive (refer to Figure 1). The legal description is Part Lot 3, Concession 7; Pelham.

Figure 1: Location of Subject Land



Project Description and Purpose:

The Committee of Adjustment granted consent applications (File B13/2017P-B17/2017P) on June 5, 2017 which created six residential building lots (Parts 1, 2, 3 and 4 on Figure 2 & Parts 1 and 2 on Figure 3) and retained one lot for the existing single detached dwelling located at 1611 Lookout Street (Part 3).

Figure 2: Severance Sketch - 1613 Lookout Street

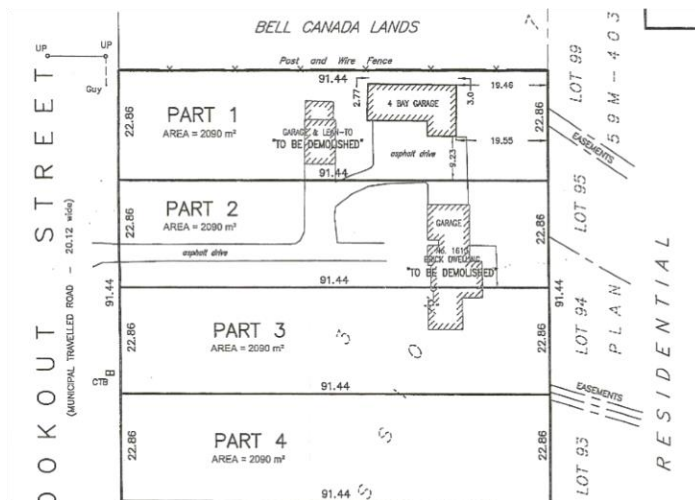
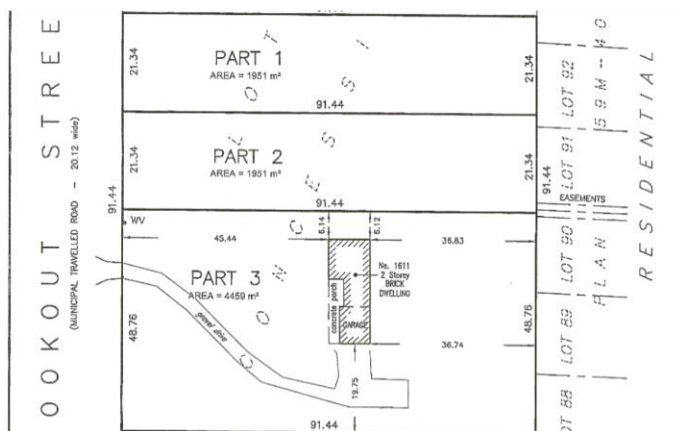


Figure 3: Severance Sketch – 1611 Lookout Street



The applicants (Kaiser & Associates Inc. & Jasper Michael Pala) must complete conditions prior to the consents being finalized. Condition #4, of the consents, requires that the applicants enter into a Development Agreement with the Town to address development issues relating to water services, sanitary sewer extension, decommissioning of the existing septic systems, road resurfacing, installation of sidewalks, new driveway entrances and street lighting.

The execution of the Development Agreement will satisfy Condition #4 of the consent and addresses the requirements related to the extension of urban services to service the proposed new residential lots, the urbanization of the Lookout Street in this area, the provision of street lighting, site servicing and the requirements for building permit.

Staff Comments:

Planning staff are of the opinion that the Development Agreement appropriately addresses the condition of approval by the Committee of Adjustment. Following the execution of the Development Agreement, compliance with the Agreement requirements and receipt of all necessary permits, construction of the proposed single detached dwellings may commence.

Planning staff recommend that Council approve the by-law authorizing the Mayor and Clerk to execute the Development Agreement with Kaiser & Associates Inc. and Jasper Michael Pala in regards to 1611 and 1613 Lookout Street.

Prepared by: Shannon Larocque, MCIP, RPP, Senior Planner

Reviewed by: Barbara Wiens, MCIP, RPP, Director of Community Planning and Development

Alternatives:

Council could choose not to approve the by-law to enter into the Development Agreement and the consents would lapse due to failure to meet the conditions within the one-year time frame.

Attachments:

Appendix A Draft By-law and Development Agreement

Recommendation:

Report Regarding the Execution of the Development Agreement for 1611 & 1613 Lookout Street (File No. DA-06-17)
Tuesday, May 22, 2018

BE IT RESOLVED THAT the Community Planning & Development Department Report for 1611 and 1613 Lookout Street (File No. DA-06-17) be received;

AND THAT Council approve the by-law authorizing the Mayor and Clerk to enter into a Development Agreement with Kaiser & Associates Inc. and Jasper Michael Pala regarding 1611 and 1613 Lookout Street.

THE CORPORATION OF THE
TOWN OF PELHAM

BY-LAW NO. (2018)

Being a by-law to authorize the execution of a development agreement with Kaiser & Associates and Jasper Michael Pala.

Kaiser & Associates Inc. & Jasper Michael Pala

(Upper Canada Consultants)

File No. DA-06-17

WHEREAS the Report Regarding the Execution of the Development Agreement for 1611 and 1613 Lookout Street, authorizing the entry into a Development Agreement with Kaiser & Associates Inc. and Jasper Michael Pala (the 'Developer') and detailing the conditions to develop the lots was approved at the Council meeting held on May 22, 2018;

AND WHEREAS it is deemed desirable to enter into a Development Agreement for 1611 and 1613 Lookout Street with Kaiser & Associates Inc. and Jasper Michael Pala in order to control development of lands as described in Schedule 'A' of the Development Agreement which is attached hereto and forms part of this by-law;

NOW THEREFORE, THE MUNICIPAL COUNCIL OF THE TOWN OF PELHAM HEREBY ENACTS AS FOLLOWS:

1. **THAT** the Mayor and Clerk are authorized to execute the Development Agreement annexed hereto and once executed by all parties, the Agreement shall be registered upon the title to the lands described in Schedule 'A' of the said agreement.
2. **THAT** the Mayor and Clerk are hereby directed to execute the Development Agreement attached to and forming part of this by-law.
3. **THAT** in the event that minor modifications to the Development Agreement are necessary to effect the intent herein, the Clerk of the Town of Pelham is hereby authorized to complete same in consultation with the Town Solicitor.

ENACTED, SIGNED AND SEALED THIS

4th DAY OF JUNE, 2018 A.D.

MAYOR DAVE AUGUSTYN

CLERK NANCY BOZZATO

DEVELOPMENT AGREEMENT

KAISER & ASSOCIATES INC. & JASPER MICHAEL PALA

TABLE OF CONTENTS

<u>Title</u>	<u>Page #</u>
1. DEFINITIONS	2
2. LANDS AFFECTED.....	5
3. GENERAL PROVISIONS	5
4. DESIGN AND SUPERVISION OF CONSTRUCTION OF SERVICES.....	7
5. CONSTRUCTION OF WORKS	8
6. CONTRACTORS	8
7. WATER SUPPLY.....	8
8. SANITARY SEWERS	9
9. STORM SEWERS.....	10
10. SITE SERVICING AND GRADING PLAN.....	11
11. BOULEVARD RESTORATION	11
12. DRIVEWAYS	11
13. NATURAL GAS, ELECTRICAL, TELEPHONE AND CABLE TV DISTRIBUTION SYSTEMS	11
14. SOD, TREES AND LANDSCAPING	11
15. PRIMARY SERVICES AND CERTIFICATE OF COMPLETION OF PRIMARY SERVICES	12
16. SECONDARY SERVICES AND CERTIFICATE OF COMPLETION OF SECONDARY SERVICES	13
17. SECURITY DEPOSITS AND REFUNDS	14
18. BUILDING PERMITS AND OCCUPANCY	15
19. MAINTENANCE GUARANTEE	16
20. CASH-IN-LIEU OF PARKLAND DEDICATION.....	16
21. DEFAULT.....	16
22. RESCISSION OF AGREEMENT	17
23. RIGHT OF ENTRY	17
24. WARNING CLAUSES	17
25. INDEMNIFICATION	18
26. COVENANTS THAT RUN WITH THE LAND.....	18
27. NOTICE.....	18
28. POSTPONEMENT AND SUBORDINATION	19
29. SCHEDULES	19
30. NUMBER AND GENDER	19
31. DEVELOPMENT CHARGES.....	20
32. BINDING EFFECT	20
SIGNATURE PAGE	21
SCHEDULE 'A' - LEGAL DESCRIPTION	22
SCHEDULE 'B' - SITE SERVICING, GRADING & PROFILE PLAN	23
SCHEDULE 'C' - SPECIAL PROVISIONS	24
SCHEDULE 'D' - BUILDING RESTRICTIONS	25-26
SCHEDULE 'E' - FINANCIAL OBLIGATIONS, COST OF CONSTRUCTION	27-28

THIS AGREEMENT made this _____ day of _____, 2018.

BETWEEN:

KAISER & ASSOCIATES INC. & JASPER MICHAEL PALA

Hereinafter called the "Developer"

OF THE FIRST PART

- and –

ROYAL BANK OF CANADA

Hereinafter called the "Mortgagee"

OF THE SECOND PART

-and-

MERIDIAN CREDIT UNION LIMITED

Hereinafter called the "Mortgagee"

OF THE THIRD PART

-and-

THE CORPORATION OF THE TOWN OF PELHAM

Hereinafter called the "Town"

OF THE FOURTH PART

WHEREAS the Developer purports to be the owner of the lands in the Town of Pelham described in Schedule "A" and has applied to the Town of Pelham Committee of Adjustment for consent under applications B13/2017P – B17/2017P and has obtained such consents subject to conditions;

AND WHEREAS the Town requires the Developer, before final approval of the consents, to agree to certain terms and conditions for the development for which approval is sought;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the Town approving the said proposed development, and in consideration of the sum of One Dollar (\$1.00) of lawful money of Canada now paid by the Developer to the Town (the receipt thereof is hereby acknowledged), the Parties hereto mutually covenant and agree as follows:

1. DEFINITIONS

In this Agreement:

- (a) **BUILDER** means the person engaged by the Owner or subsequent Owner to construct a Building or any other work on the Lot.
- (b) **BUILDING BY-LAW** means the Building By-law No. 2686 (2005) as amended by By-law No. 3728 (2016) passed by the Town and amended from time to time.
- (c) **BUILDING** means any structure which is used or intended to be used for the shelter, accommodation or enclosure of persons, animals or chattels, and includes any structure as defined as a Building in the *Building Code Act* or in the Building By-law, but does not include any vehicles as defined herein.
- (d) **BUILDING CODE ACT** means the *Building Code Act*, R.S.O. 1992, c.B. 23, as amended, and all regulations thereto.
- (e) **BUILDING PERMIT** means a permit issued by the Chief Building Official of the Town and required pursuant to the provisions of the *Building Code Act*, as

amended, or any successor thereto and the Building By-law of the Town and amendments thereto.

- (f) **CHIEF BUILDING OFFICIAL** means the Chief Building Official of the Town as appointed by by-law of the Council.
- (g) **CLERK** means the Clerk of the Town.
- (h) **COMMISSION** means the applicable local governing hydro-electric commission located in the Town.
- (i) **CONSTRUCTION LIEN ACT** means the *Construction Lien Act*, R.S.O. 1990, c.C. 30, as amended, and all regulations thereto.
- (j) **COST OF CONSTRUCTION** means the cost of construction approved by the Director and may include engineering fees ancillary thereto.
- (k) **COUNCIL** means the Council of the Corporation of the Town of Pelham.
- (l) **DEVELOPER** means Kaiser & Associates Inc and Jasper Michael Pala, its successors and assigns, and includes its successors in title to the Lands or a Lot shown on the Development Plan.
- (m) **DEVELOPER'S CONSULTING ENGINEER** means the person or persons registered with the Professional Engineers of Ontario who are employed by the Developer, at its expense, to provide engineering services.
- (n) **DEVELOPMENT CHARGES** means the development charges as prescribed by the *Development Charges Act*, R.S.O. 1997, S.O. 1997, c. 27, as amended, or any successor thereto.
- (o) **DEVELOPMENT PLAN** means the Development (Survey) Plan attached hereto as Schedule "A" over the Lands pursuant to the provisions of the *Planning Act*, R.S.O. 1990, c.P.13, as amended, or any successor thereto.
- (p) **DIRECTOR** means the Director of Public Works or Director of Community of Planning and Development or designate for the Town.
- (q) **FRONT LOT LINE** means the front lot line as defined in the Town's Zoning By-law No. 1136 (1987), as amended, or any successor thereto.
- (r) **GRADE CONTROL PLAN** shall mean a plan for the purpose of controlling the overall drainage pattern through the establishment of relative surface elevations in accordance with good engineering and drainage practices.
- (s) **LANDS** means the lands described in Schedule "A" hereto annexed.
- (t) **LETTER OF CREDIT** means a standby municipal, irrevocable Letter of Credit issued by a major chartered bank or credit union, posted with the Town pursuant to the terms of this Agreement. The Letter of Credit shall be in form satisfactory to the Town and shall contain a clause that automatically renews it from year to year, unless the Town gives written notice that it does not require the Letter of Credit to be renewed.
- (u) **LOCAL IMPROVEMENT** shall include utilities, fencing, sanitary sewers, storm sewers, sidewalks, curbs and gutters, pavements and such other local improvements as are defined by the *Municipal Act*, as amended, or any successor thereto.
- (v) **LOT** means a lot as defined in Town's Zoning By-law No. 1136 (1987), as amended, or any successor thereto.
- (w) **LOT FRONTAGE** means lot frontage as defined in Town's Zoning By-law No. 1136 (1987), as amended, or any successor thereto.

- (x) **LOT GRADING PLAN** means a drawing showing grades, swales and drainage patterns and may include catch basins and floor heights in relation to grades for each individual building Lot or Block in the Development Plan.
- (y) **MAINTENANCE GUARANTEE** means an undertaking by the Developer to the Town that all Works constructed under this Agreement will function as designed and will not fail in any manner whatsoever so as to cause a risk to public safety or private lands, building or structures within the Development Plan or immediately adjacent boundary lands, and that should the Works, or any of them, fail or not perform their intended function within the specified maintenance guarantee period, they will be replaced or repaired to the satisfaction of the Director by the Developer at its cost.
- (z) **MUNICIPAL ACT** means the *Municipal Act*, 2001, S.O. 2001, c.25, as amended, and all regulations thereto.
- (aa) **ONTARIO LAND SURVEYOR** shall mean a surveyor commissioned by the Province of Ontario and qualified to establish monuments that define the boundaries of a parcel or parcels of land and to prepare all necessary reference plans and surveys for the purpose of the Agreement.
- (bb) **OWNER** means either Kaiser & Associates Inc. or the applicant for a Building Permit for one of the Lots and includes the person on whose behalf an application for a Building Permit is made.
- (cc) **PLANNING ACT** means the *Planning Act*, R.S.O. 1990, c.P. 13, as amended, and all regulations thereto.
- (dd) **PLANS** shall mean all drawings, plans, specifications, contracts and other documents providing for the installation, construction and erection of the Works approved by and filed in the office of the Director prior to execution of this Agreement by the Town.
- (ee) **PRIMARY SERVICES** means all private utilities and all municipal services including, without restricting the generality of the foregoing, storm sewers, sanitary sewers, sidewalks, fencing, watermain, roads (including base coarse asphalt and curbs and gutters), street lighting and drainage works and swales and/or such other works as detailed in Schedule "E" (Financial Obligations) attached to and forming part of this Agreement.
- (ff) **PRIVATE UTILITIES** means telephone, hydroelectric systems and natural gas systems and cable television systems.
- (gg) **REGION** means The Regional Municipality of Niagara.
- (hh) **REGIONAL PUBLIC WORKS DEPARTMENT** means the Region's Public Works Department.
- (ii) **SECONDARY SERVICES** means all works to be installed, constructed, or erected which are not Primary Services or private utilities and/or such other works as detailed in Schedule "E" (Financial Obligations) attached to and forming part of this Agreement.
- (jj) **SECTION**, when used in reference to a numbered part of the Agreement, means:
 - (i) a complete section including all its sections and subsections;
 - (ii) a particular subsection including its subsections; and,
 - (iii) a particular subsection as the context may dictate or require.
- (kk) **STREET** means street as defined in the Town's Zoning By-law No. 1136 (1987), as amended, or any successor thereto.
- (ll) **STREET LINE** means Street Line as defined in Town's Zoning By-law No.

1136 (1987), as amended, or any successor thereto.

- (mm) **SUPERVISION** means the full-time inspection and scrutiny of all Works for the express purpose of enforcing the provisions of this Agreement and certifying that the Works have been performed and completed to Town standards in the form prescribed for this purpose and "SUPERVISE" means to carry out such Supervision.
- (nn) **TREASURER** means the Director of Corporate Services of the Town.
- (oo) **UTILITY SERVICES** means physical plant including but not limited to pipes, valves, conduits, cables, terminals, transformers, etc. owned and operated by communications, television, hydro, gas and oil companies or any other utility companies.
- (pp) **WORKS** shall jointly and severally mean and include all Services and all other matters, both internal and external, required to be completed or performed by the Developer pursuant to this Agreement.

2. **LANDS AFFECTED**

The Lands to be subdivided are those Lands described in Schedule "A" attached hereto and the Development Agreement shall be registered against all of such Lands.

3. **GENERAL PROVISIONS**

- (a) Unless the context otherwise requires, where the Developer is obligated by this Agreement or the approved Plans to make any payments or install or construct or carry out any services or action the provisions therefore contained herein shall be deemed to include the words "at the sole expense of the Developer".
- (b) The Developer hereby covenants, warrants and agrees to save harmless and keep the Town indemnified from and against all manner of actions, causes of actions, suits, claims and demands that may howsoever arise through or from the terms of this Agreement, other than claims arising from negligence by the Town of Pelham, its servants and agents.
- (c) The Developer and the Town acknowledge and agree that it is their intent that all terms, conditions and covenants contained herein:
 - (i) shall run with the Lands;
 - (ii) shall be binding upon the Developer, its heirs, executors, administrators, assigns and successors in title, from time to time; and,
 - (iii) the benefits of the said covenants shall enure to the Town, its successors and assigns in title, of all roads, Streets and public Lands forming part of the Lands.
- (d) Any notices required or permitted to be given pursuant to the terms of this agreement shall be given in the manner set out in Section 25.
- (e) This Agreement and everything herein contained shall enure to the benefit of and be binding upon the successors and assigns of the parties hereto and upon those persons and/or corporations hereafter acquiring title to all or any part of the Lands.
- (f) The Developer shall impose restrictions as set forth in Schedule "C" annexed hereto on all the Lands so that subsequent Owners will be made aware of and shall strictly adhere to the requirements of this Agreement.

- (g) The Schedules attached hereto are deemed to be a part of this Agreement and are to be interpreted as if the contents thereof were included in this Agreement.
- (h) The Developer agrees to be bound by the penalty provisions of the *Planning Act* including, but not limited to, Section 67 of said *Act*.
- (i) Notwithstanding the provisions of this agreement, the Developer shall be subject to all the By-laws of the Town and all provincial and federal government statutes and/or regulations and amendments thereto affecting the development of land and installation of municipal services.
- (j) If any term of this agreement shall be found to be ultra vires of the Town, or otherwise unlawful, such term shall conclusively be deemed to be severable and the remainder of this agreement shall be and remain in full force and effect.
- (k) The Developer shall not call into question directly or indirectly in any proceeding whatsoever in law or in equity or before any administrative or other tribunal the right of the Town to enter into this agreement and to enforce each and every term, covenant and condition thereof and this provision may be pleaded by the Town in any such action or proceeding as a complete and conclusive estoppel of any denial of such right.
- (l) Time shall be of the essence of this agreement.
- (m) In the event that a Mortgagee(s) exercises any rights as to sale, possession or foreclosure or takes any other steps to enforce its security against the Lands then such Mortgagee(s) agrees on behalf of itself, its heirs, executors, administrators, successors and assigns not to deal with the Lands as a development or part thereof unless and until a new agreement in the same form, mutatis mutandis, as this Agreement has been entered into with the Town.
- (n) The Developer shall notify or cause to be notified, each and every purchaser of a Lot or Lots within the Development Plan, of all Works contracted by the Developer, the Developer's obligations to maintain the Works and all other conditions covered by this Agreement and shall cause such information to be fully recorded in any offer to purchase or agreement for sale entered into by the Developer.
- (o) The Town shall cause this Agreement to be registered against the title to the Lands and at its option against the title to every Lot shown on the Reference Plan.
- (p) The Developer shall reimburse the Town for all fees and disbursements incurred by it in connection with the preparation, approval, execution and registration of this Agreement and all related documentation in connection with the preparation and enactment of any by-law or registration of any subsequent Agreements which may be required to implement this Agreement.
- (q) All Streets and properties abutting on the Lands or used for access to the Lands during the installation or construction of the Works or during the construction of Buildings upon the Lots shall, at all times, be kept in a good, clean and useable condition and, if damaged or littered, shall be restored immediately to the Town's requirements.
- (r) All trucks making deliveries to or taking materials from the Lands included within the Development Agreement shall be adequately covered and not unreasonably loaded so as to scatter refuse, rubbish, dust or debris on abutting Streets or properties.
- (s) Any lands required to be conveyed by the Developer in accordance with the provisions hereof shall be in a neat and tidy condition, free of all debris and trash, and the Developer shall complete all services for the Lands in

accordance with the terms of this Agreement.

- (t) The Developer shall ensure that adequate dust control and mud tracking control measures are carried out during the construction of all Works and Buildings upon the Lands.
- (u) The Developer shall, during construction, ensure all construction vehicles that are not carrying out the Works are parked on the Lands and are not parked within the municipal road allowance.

4. DESIGN AND SUPERVISION OF CONSTRUCTION OF SERVICES

- (a) The Developer shall employ, at its cost, a competent and qualified consulting engineer approved by the Director, to:
 - (i) carry out all soil investigations required by the Director;
 - (ii) design all of the works required to be completed by this Agreement;
 - (iii) provide the Director of Public Works with an estimate of the cost of design, construction and maintenance of all works to be constructed under this Agreement to be used as the basis for determining the amount of security to be posted by the Developer prior to execution of this Agreement to guarantee the construction and maintenance of all works required under this Agreement;
 - (iv) prepare engineering drawings to include plans and profiles and specifications for the works and to submit detailed plans, profiles and specifications to the Director for approval prior to the installation or construction of such works;
 - (v) submit to the Director of Public Works the detailed plans for signing and provide the Director with two (2) sets of full-sized, signed hard copies and two (2) sets of signed hard copies reduced to 11" x 17" size;
 - (vi) obtain, in conjunction with the Town, all of the necessary approvals prior to installation or construction of the works;
 - (vii) call tenders for the installation and construction of the works;
 - (viii) obtain the approval from the Director of Public Works of the contractor employed to install or construct the works;
 - (ix) provide full-time resident supervision, inspection and contract administration of all works covered by this Agreement; or in the event that full-time inspection cannot or is not being provided, the Town will provide inspection services at a per diem rate of \$1100.00 per day;
 - (x) provide the Director of Public Works, or designate, forty-eight (48) hours notice prior to commencing construction on the Works. Failure to do so will result in a stop work order being placed on the Lands;
 - (xi) have a pre-construction meeting with the Director of Public Works, or designate, prior to commencing construction on the Works. Failure to do so will result in a stop work order being placed on the Lands;
 - (xii) maintain all of the records of the installation or construction of the works and submit a copy of the same to the Director of Public Works;
 - (xiii) obtain from the Director of Public Works the details regarding the form and scale of these drawings prior to their presentation;

- (xiv) provide the Director of Public Works with individual record sheets for all sewer and water service locations and depths;
 - (xv) provide building levels for construction purposes as hereinafter provided;
 - (xvi) furnish the Director of Public Works with the preliminary lot grading certificate for each Lot for which an application for a building permit is made; and,
 - (xvii) provide the Town with the final lot grading certificate for each lot.
- (b) The Developer shall not install Works prior to the receipt in writing of the approval of the Director of Public Works of the detailed Plans and specifications therefor.
 - (c) All of the works to be installed or constructed under this Agreement shall be installed or constructed under the direct supervision of the Developer's Consulting Engineer at the expense of the Developer.
 - (d) The Developer shall not close/restrict any public road allowance prior to receipt by it in writing of the approval of the Director of Public Works for such activity. In the event that construction works require lane restrictions and/or full road closures, a min of 48 hour notice must be given to the Director of Public Works and Lookout Point Country Club located at 220 Tice Road. In addition, the Developer must submit a traffic management plan and is responsible for notification of all affected emergency and non-emergency agencies.

5. CONSTRUCTION OF WORKS

The Developer agrees to construct and pay the whole cost of such construction and materials required for all of the works referred to in this Agreement and the Schedules attached, and in accordance with the conditions and specifications contained in said Agreement and Schedules.

6. CONTRACTORS

Before commencement of any works, the Developer shall show satisfactory proof to the Director of Public Works, that the proposed contractors or sub-contractors, whom the Developer has retained to construct works described in this Agreement, or any part of the works, have sufficient and valid liability insurance policies, indicating that the Town and its agents and servants are named insured; a certificate from the Workers' Safety Insurance Board showing that the contractor is in good standing; and satisfactory evidence that the contractor is qualified, experienced and has adequate equipment to successfully complete the Works. Any contractor employed by the Developer shall, as a condition of such employment, be approved by the Director of Public Works.

7. WATER SUPPLY

- (a) The Developer shall, at its own expense, construct six water services to the Lots from the street main to the property line. The water services shall be installed in accordance with the Town's Engineering Standards, as amended, and the Town's Drinking Water Works Permit and License. Under no circumstances will the water services be permitted to be installed within the limits of the driveway.
- (b) All watermains shall be flushed, chlorinated, pressure tested, and bacterial tested in accordance with Town standards and to the satisfaction of the Director of Public Works prior to approval of the Completion Certificate for Primary Services.

- (c) The operation of valves which cause the watermains within the Development Agreement to be charged from existing municipal watermains SHALL ONLY be carried out by Town Staff certified in accordance with Ontario Regulation 170/03 made under the *Safe Drinking Water Act, 2002, S.* 2002, c.32, as amended. The Town has an approved Quality Management System for the Pelham Distribution System and the Developer and its contractors shall be aware and informed of the Quality Management System.
- (d) The location of the water service shall be illustrated on a detailed Site Servicing and Grading Plan including restoration of affected road and boulevard surfaces, and is subject to the approval of the Director of Public Works. The Site Servicing and Grading Plan shall be attached to this Agreement as Schedule "B".
- (e) The Developer shall not, without the consent of the Town, turn on or shut-off the water supply at the property line, once installed.
- (f) The Developer shall comply with the provisions of the *Ontario Water Resources Act* and amendments thereto and all Regulations thereunder, on all internal water supply services, which said *Act* and Regulations shall be enforced by the Town.
- (g) Should any existing servicing be deemed not acceptable for reuse, or are not proposed for reuse, they are to be decommissioned at the mainstop and removed.

8. SANITARY SEWERS

- (a) The Developer shall, at no expense to the Town, except as hereinafter provided, construct and install all sanitary sewers to the 200 mm diameter PVC sanitary main, complete with manholes and other accessories both within and outside the development area which may, in the opinion of the Town, be required to serve the development area and that the servicing works shall include Parts 1, 2, 3, 4 Plan 59R-15974 and Parts 1, 2 and 3 Plan 59R-15972 and the buildings to be erected thereon, in accordance with Town standards and approved drawings by the Director of Public Works and filed in the Town's offices prior to the issuance of a Building Permit. The design of such services shall be approved by the Director of Public Works prior to commencing construction and installation of the services.
- (b) If required by the Town, and prior to the execution of this Agreement by the Town, the Developer shall undertake review of the existing downstream sanitary sewer system to ensure the capacity of the system is sufficient for the increase in flows from the Development Agreement. In the event the downstream system is inadequate for the flow increase from this development, upgrading of those facilities will be the financial responsibility of the Developer and the Work required and/or necessary to upgrade such facilities shall be completed by the Developer as part of development of this Development Agreement to the complete satisfaction of the Director of Public Works.
- (c) The Developer shall, at no expense to the Town, construct a sanitary sewer system, including service laterals from the sewer main to the property line and other appurtenances, to adequately service the Lands. All sanitary sewers, including upgrading of downstream facilities if deemed necessary by the Town, shall be constructed according to the approved Plans and specifications. Plans must be approved by the Director of Public Works, the Region of Niagara Public Works Department and the Ministry of the Environment and Climate Control, and the construction and materials used therein shall be in accordance with the Town's most recent specifications therefore.
- (d) No storm, surface or roof water or weeping tiles shall be discharged into the

sanitary sewer system. The sanitary sewer lateral shall be installed in accordance with the Town's Engineering Standards, as amended.

- (e) The Developer shall, at its own expense, decommission the existing private sewage system for the existing dwellings known municipally as 1611 and 1613 Lookout Street, to the satisfaction of the Niagara Region Planning and Development Services Division.
- (f) A Ministry of the Environment and Climate Change Environmental Compliance Approval must be obtained under the Transfer of Review Program to the satisfaction of the Director of Public Works.
- (g) Domestic waste from any building constructed on any lot shall be discharged into the sanitary sewer system through a drain connected to the sanitary sewer system via a sanitary sewer lateral servicing each lot.
- (h) The location of the sanitary sewer laterals shall be illustrated on a detailed Site Servicing and Grading Plan drawing including calculations and restoration of affected road and boulevard surfaces. The Site Servicing and Grading Plan shall be attached to this Agreement as Schedule "B".
- (i) Prior to Certificate of final completion, the sewer system must be flushed by high pressure flushing equipment and a digital copy of the CCTV Inspection shall be provided to the Town.

9. STORM SEWERS

- (a) The Developer shall, at no expense to the Town, except as hereinafter provided, construct and install all storm sewers to the 200 mm diameter PVC sanitary main, complete with manholes and other accessories both within and outside the development area which may, in the opinion of the Town, be required to serve the development area and that the servicing works shall include Parts 1, 2, 3, 4 Plan 59R-15974 and Parts 1, 2 and 3 Plan 59R-15972 and the buildings to be erected thereon, in accordance with Town standards and approved drawings by the Director of Public Works and filed in the Town's offices prior to the issuance of a Building Permit. The design of such services shall be approved by the Director of Public Works prior to commencing construction and installation of the services.
- (b) If required by the Town, and prior to the execution of this Agreement by the Town, the Developer shall undertake review of the existing downstream storm sewer system to ensure the capacity of the system is sufficient for the increase in flows from the Development Agreement. In the event the downstream system is inadequate for the flow increase from this development, upgrading of those facilities will be the financial responsibility of the Developer and the Work required and/or necessary to upgrade such facilities shall be completed by the Developer as part of development of this Development Agreement to the complete satisfaction of the Director of Public Works.
- (c) The Developer shall, at no expense to the Town, construct a storm sewer system, including service laterals from the storm main to the property line and other appurtenances, to adequately service the Lands. All storm sewers, including upgrading of downstream facilities if deemed necessary by the Town, shall be constructed according to the approved Plans and specifications. Plans must be approved by the Director of Public Works, the Region of Niagara Public Works Department and the Ministry of the Environment and Climate Control, and the construction and materials used therein shall be in accordance with the Town's most recent specifications therefore.
- (d) The location of the storm sewer laterals shall be illustrated on a detailed Site Servicing and Grading Plan drawing including calculations and restoration of affected road and boulevard surfaces. The Site Servicing and Grading Plan

shall be attached to this Agreement as Schedule "B".

- (e) Prior to Certificate of final completion, the storm sewer system must be flushed by high pressure flushing equipment and a digital copy of the CCTV Inspection shall be provided to the Town.

10. SITE SERVICING AND GRADING PLAN

The Developer shall be responsible for providing, at their expense, a Site Servicing and Grading Plan for the land described in Schedule "A" attached hereto; said plan to meet with the approval of the Director of Public Works. Building restrictions shall be imposed upon each Lot and included in each deed prohibiting a subsequent owner thereof from altering such flow or from impeding the same to an extent sufficient to cause ponding in another Lot or adjacent property. Said Site Servicing and Grading Plan shall be attached to this Agreement as Schedule "B". All elevations shown on Schedule "B" shall be maintained after construction of any building or structure upon the lands affected, and this provision shall be included in the Building Restrictions hereinbefore referred to. Minor changes to the storm drainage system may be permitted subject to the approval of the Director of Public Works.

11. BOULEVARD RESTORATION

- (a) The Developer shall, at no expense to the Town, construct sidewalks, road pavement, and shoulders to Town standards within ninety (90) days of the Works being completed, unless otherwise approved by the Director of Public Works.

12. DRIVEWAYS

- (a) The Developer shall provide granular driveway access on the boulevard prior to occupancy of any Building. It shall be the responsibility of the Developer to ensure that driveway access is maintained at all normal times during the construction or maintenance of the Works.
- (b) All driveway approaches between the edge of the road and the sidewalk, or in the absence of a sidewalk between the edge of the road and the Street Line, shall be paved by the Developer by no later than the 1st day of November in the year after the year in which the buildings served by the driveway approaches are occupied.
- (c) All driveway approaches shall be constructed to the satisfaction of the Director of Public Works.

13. NATURAL GAS, ELECTRICAL, TELEPHONE AND CABLE TV DISTRIBUTION SYSTEMS

- (a) The Developer shall be responsible for providing, at its sole expense, gas, electrical, telephone and cable TV service to the Lands in accordance with the approved Plans. All Utility Services shall be installed and constructed prior to the Director approving the Certificate of Completion of Primary Services.

14. SOD, TREES AND LANDSCAPING

- (a) The Developer shall grade and place a minimum of one hundred (100) millimetres of topsoil, together with No. 1 nursery sod on all portions of road allowances not covered by asphalt or sidewalks shown on the plans, as required, to the satisfaction of the Director of Public Works.
- (b) In order to maintain a high standard of amenity and appearance, the Developer, its heirs, executors, administrators, successors and assigns hereby undertake and agree to plant, maintain and replace trees, if, as, and

when required, in accordance with Town standards and approved drawings.

- (c) In accordance with Schedule "E" affixed hereto, prior to execution of this Agreement by the Town, the Owner shall post with the Town security for the planting of trees at the rate of five hundred dollars (\$515.00) per tree to be planted.

The Developer shall be solely responsible for acquiring and planting trees at a rate of one per building lot in accordance with the terms of this Agreement. Tree species and planting location shall be to the satisfaction of the Director of Public Works. Written notice shall be provided to the Town that such work has been completed.

Provided, however, that in the event the Developer does not plant trees in accordance with the provisions of this Agreement or within the prescribed time or to the complete satisfaction of the Director of Public Works then the Town may, at its sole discretion, plant or replace or replant trees in accordance with the provisions of this Agreement and apply the above mentioned security against the Town's costs and/or collect such costs in like manner as municipal taxes.

15. PRIMARY SERVICES AND CERTIFICATE OF COMPLETION OF PRIMARY SERVICES

- (a) The Developer shall proceed with the installation or construction of the Works required hereunder with all reasonable dispatch and shall complete all of the Primary Services within one (1) year of execution of this Agreement. The Director may extend the time for the completion of the Primary Services or any of them for such length of time as he may deem expedient upon the written application of the Developer.
- (b) The performance by the Developer of its obligations hereunder to the satisfaction of the Director shall be a condition precedent to the acceptance by the Town of the Works or any of them.
- (c) Prior to the issuance by the Director of the Certificate of Completion of Primary Services, the Developer shall:
 - (i) Supply to the Director "As Constructed" drawings of all of the works installed or constructed by the contractor prepared by a qualified consulting engineer approved by the Director in both hard copy and DWG digitized format (AutoCAD 2010 or equivalent), at the time of completion of primary services;
 - (ii) On the completion of the installation or construction of the works, supply the Town with a certificate, in form satisfactory to the Director of Public Works, that the works were installed or constructed in accordance with the approved plans and specifications;
 - (iii) Furnish the Director with a statutory declaration in a form satisfactory to the Director that all accounts for the installation, construction and maintenance of the Primary Services required to be installed or constructed hereunder have been paid and that there are no outstanding debts, claims or liens in respect of the Primary Services or any of them; and,
 - (iv) Provide the Director with a Certificate signed by the Developer's Consulting Engineer certifying that the Primary Services have been fully completed, inspected, tested and maintained in accordance with the provisions hereof and the standards of the Town of Pelham and approved drawings.
 - (v) Employ, at its cost, a competent and qualified consulting engineer approved by the Director to supervise the construction of any remedial

work which the Director of Public Works may direct;

- (vi) Employ, at its cost, a competent and qualified consulting engineer approved by the Director to accompany the Director of Public Works on a final inspection of the works at the conclusion of the maintenance period herein specified and before the assumption of the works by the Town;
- (d) The Developer's Consultant shall furnish the Developer with a Certificate of Completion of Primary Services upon the completion by the Developer to the satisfaction of the Director of the installation or construction of the Primary Services and the receipt by the Director of the Maintenance Guarantee as required by Section 17 hereof, and the satisfaction by the Developer of all other requirements of this Agreement and the approved drawings.
- (e) The maintenance period for Primary Services will be one year following receipt of Certificate of Completion of Primary Services or following the expiration of the maintenance period for Secondary Services, whichever is longer.

16. SECONDARY SERVICES AND CERTIFICATE OF COMPLETION OF SECONDARY SERVICES

- (a) The performance by the Developer of its obligations hereunder to the satisfaction of the Director shall be a condition precedent to the acceptance by the Town of the Works or any of them.
- (b) Prior to the issuance by the Director of the Certificate of Completion of Secondary Services, the Developer shall:
 - (i) Supply to the Director "As Constructed" drawings of all of the works installed or constructed by the contractor prepared by a qualified consulting engineer approved by the Director in both hard copy and DWG digitized format (AutoCAD 2010 or equivalent), at the time of completion of secondary services;
 - (ii) On the completion of the installation or construction of the works, supply the Town with a certificate, in form satisfactory to the Director of Public Works, that the works were installed or constructed in accordance with the approved plans and specifications;
 - (iii) Furnish the Director with a statutory declaration in a form satisfactory to the Director that all accounts for the installation, construction and maintenance of the Secondary Services required to be installed or constructed hereunder have been paid and that there are no outstanding debts, claims or liens in respect of the Secondary Services or any of them; and,
 - (iv) Provide the Director with a Certificate signed by the Developer's Consulting Engineer certifying that the Secondary Services have been fully completed, inspected, tested and maintained in accordance with the provisions hereof and the standards of the Town of Pelham and approved drawings.
 - (v) Employ, at its cost, a competent and qualified consulting engineer approved by the Director to supervise the construction of any remedial work which the Director of Public Works may direct;
 - (vi) Employ, at its cost, a competent and qualified consulting engineer approved by the Director to accompany the Director of Public Works on a final inspection of the works at the conclusion of the maintenance period herein specified and before the assumption of the works by the Town;

- (c) The Developer's Consultant shall furnish the Developer with a Certificate of Completion of Secondary Services upon the completion by the Developer to the satisfaction of the Director of the installation or construction of the Secondary Services and the receipt by the Director of the Maintenance Guarantee as required by Section 17 hereof, and the satisfaction by the Developer of all other requirements of this Agreement and the approved drawings.
- (d) The maintenance period for Secondary Services will be one year following receipt of Certificate of Completion of Secondary Services.

17. SECURITY DEPOSITS AND REFUNDS

The Developer shall be responsible for the full amount of the cost for the design, servicing and maintenance of the Development Plans together with all Town administrative and consulting fees and legal costs and shall be required to post security, in a form satisfactory to the Town, on accounts of aforesaid costs, charges and fees in accordance with Schedule "E" affixed hereto prior to execution of this Agreement by the Town.

Security to be posted for Services and to cover the Town administrative, engineering and legal costs shall be calculated on the basis of the Developer's estimated cost of design, construction and maintenance of all Works as set out in Schedule "E" annexed hereto. These costs will be subject to modification upon final approval of the details Plans and Specifications by the Director of Public Works.

(a) **CASH PAYMENTS**

Prior to the execution of this Agreement by the Town, for payment of services to be rendered by the Town, its servants and its agents as required by this Agreement, and for presently outstanding payments owing to the Town, the Developer shall, in accordance with Schedule "E" annexed hereto, deposit with the Town the following non-refundable cash amounts:

- (i) a cash amount to secure the Town's engineering, administrative consulting and legal costs for this Agreement, approval of the Plans, and enactment of by-laws calculated on the following basis:
 - (1) where the Cost of Construction of all Works is less than one hundred thousand dollars (\$100,000.00), the charge shall be ten thousand seven hundred and ninety dollars (\$10,790.00);
 - (2) where the Cost of Construction of all Works is between one hundred thousand dollars (\$100,000.00) and four hundred thousand dollars (\$400,000.00), the charge shall be ten thousand seven hundred and ninety dollars (\$10,790.00) plus four percent (4.0%) of the costs of construction;
 - (3) where the Cost of Construction of all Works exceeds four hundred thousand dollars (\$400,000.00), the charge shall be twenty three thousand four hundred and thirty eight dollars (\$23,438.00) plus three and a half percent (3.5%) of the costs of construction exceeding four hundred thousand dollars (\$400,000.00).
- (ii) a cash amount to cover all arrears of taxes, all taxes for the current year and all current Local Improvement charges assessed against the Lands; and,

(b) **LETTERS OF CREDIT**

- (i) Before commencing any of the Works provided for in this Agreement, the Developer will deposit with the Town a Letter of Credit drawn upon a chartered bank in favour of the Town and in a form satisfactory to the Treasurer, in an amount approved by the Director, which Letter of Credit shall be sufficient to guarantee the satisfactory completion of

the Works or any portion of the Works as established by the Town in its sole discretion, and payments or any part thereof required to be made by this Agreement, and will, without restricting the generality of the foregoing, guarantee the following:

- (1) payment of twenty percent (20%) of the approved estimated costs of the construction of the Primary Services to service the Lands, plus one hundred and twenty percent (120%) of the approved estimated construction costs of the Secondary Services upon the Lands as shown in Schedule "E" attached; and,
 - (2) payment of one hundred percent (100%) of any other payments or Works as may be required of the Developer by the Town pursuant to this Agreement.
- (ii) The amount of the Letter of Credit required hereunder shall not be reduced unless all of the conditions of this Agreement are complied with and the estimated costs of rectifying any outstanding deficiencies, as estimated in the sole discretion of the Director, plus one hundred and twenty percent (120%) of the estimated costs of the completion of all outstanding Primary Services and Secondary Services plus all other outstanding costs payable under this Agreement, plus the Maintenance Guarantee as required under Section 14 of this Agreement, plus any *Construction Lien Act* requirements are all, in total, less than the amount of the Letter of Credit held by the Town. In such an instance, the amount of the Letter of Credit may, in the sole discretion of the Director be reduced from time to time to an amount equal to the total of all amounts set out above. Such reduction shall be based on the following:
- (1) progress certificates from the Developer's Consulting Engineer setting forth the cost of the Works completed and paid to date and the cost of unfinished Works; and,
 - (2) a request for reduction in the amount of the Letter of Credit in a form approved by the Director; and,
 - (3) proof of payment in a form satisfactory to the Director of the amounts paid on account of the completed Works to the date of the application for reduction.

Notwithstanding anything herein contained, the amount of the Letter of Credit shall at all times be sufficient to cover the balance of the costs of the completion of the unfinished Works, including Works deferred for extended periods and the requirements of the *Construction Lien Act*.

- (c) The Developer shall pay the cost of the Works and the fees of the Developer's Consulting Engineer and the Ontario Land Surveyor.

18. BUILDING PERMITS AND OCCUPANCY

- (a) The Developer agrees that no Building Permit shall be issued until the building drawings are approved to the satisfaction of the Chief Building Official.
- (b) The Developer agrees that, unless otherwise determined by Council, no Building Permits shall be issued on any parts of the lands until all Primary Services as defined elsewhere in this Agreement are completed and operational to the satisfaction of the Director of Public Works and soundness testing have been completed and results provided to and accepted by the Director of Public Works.
- (c) In addition to paying the building permit fee, the Owner of a lot shall:

- (i) Pay the amount of the development charges which are applicable at the time of application for building permit and any credits that may be applied as a result of the demolition of the existing dwelling, shall be in accordance with the provisions of By-law 3527(2014) and applied to the proposed new single detached dwelling; and,
- (ii) Pay the amount of the cash-in-lieu of lands for parks purposes pursuant to Section 18 of this Agreement.

19. MAINTENANCE GUARANTEE

- (a) The Letter of Credit deposited by the Developer pursuant to Section 14 hereof may, upon the completion of the Primary Services, and prior to the assumption of the Primary Services by the Town, at the Director's discretion, be reduced to an amount equal to ten percent (10%) of the completed Works (Schedule "E") plus one hundred and twenty per cent (120%) of the value, as estimated by the Director, of any uncompleted Secondary Services and such Letter of Credit shall be retained by the Town as a Maintenance Guarantee to guarantee the workmanship and materials of the Works until such time as the Works are completed.
- (b) The Maintenance Guarantee as required under subsection 17(a) hereof, may be reduced further to five percent (5%) subject to the Developer meeting all requirements of the *Construction Lien Act*.
- (c) The Letter of Credit may be realized upon by the Town if the Developer defaults in any payment or condition contained herein.
- (d) The Developer shall be conclusively deemed to be in breach of the covenant contained in Section 15(b), if, in the case of the cost of the Works or the fees of the Developer's Consulting Engineer and the Ontario Land Surveyor, a lien against the Lands or any part thereof is preserved pursuant to the *Construction Lien Act* and if, in the case of any other payment required to be made under this Agreement, a notice to that effect is forwarded to the Developer by the Director in accordance with Section 25 hereof.

20. CASH-IN-LIEU OF PARKLAND DEDICATION

Prior to the issuance of a building permit for the proposed townhouse units, the Developer agrees to pay five percent (5%) of the value of the lands to the Town in lieu of lands for parks purposes pursuant to the provisions of Subsection 42(6) of the *Planning Act*. The Developer shall have the Lot appraised by a qualified appraiser to determine the value of each Lot pursuant to Subsection 42(6) the *Planning Act*.

21. DEFAULT

- (a) Upon breach by the Developer of any covenant, term, condition or requirement of this Agreement, or upon the Developer becoming insolvent or making an assignment for the benefit of creditors, the Town, at its option, may declare that the Developer is in default.
- (b) Notice of such default ("Notice of Default") shall be given by the Town and if the Developer does not remedy such default within such time as provided in the notice, the Town may declare that the Developer is in final default under this Agreement and shall then forthwith give notice of final default ("Notice of Final Default") thereof to the Developer.
- (c) Upon Notice of Default having been given, the Town may require all work by the Developer, their servants, agents, independent contractors and sub-contractors to cease (other than any work necessary to remedy such default)

until such default has been remedied and in the event of final default, may require all work as aforesaid to cease.

- (d) Upon Notice of Final Default having been given to the Developer, the Town may, at its option, adopt or pursue any or all of the following remedies, but shall not be bound to do so:
- (i) Enter upon the Lands shown on the Plan by its servants, agents and contractors and complete any work, services repairs or maintenance wholly or in part required herein to be done by the Developer and collect the cost thereof from the Developer and/or enforce any security available to it;
 - (ii) Make any payment which out to have been made by the Developer and upon demand collect the amount thereof from the Developer and/or enforce any security available to it;
 - (iii) Retain any sum of money heretofore paid by the Developer to the Town for any purpose and apply the same in payment or part payment for any work which the Town may undertake;
 - (iv) Assume any work or services at its option, whether the same are completed or not, and thereafter the Developer shall have no claim or title hereto or remuneration therefor;
 - (v) Bring action to compel specific performance of all or any part of this Agreement or for damages;
 - (vi) Add any costs incurred by the Town to the tax collector's roll for the Lands and collect such costs by action or in like manner as municipal real property taxes; or,
 - (vii) Exercise any other remedy granted to the Town under the terms of this Agreement or available to the Town in law.

22. RESCISSION OF AGREEMENT

- (a) In the event that the Development Agreement is not registered within one (1) year from the date hereof, then the Town may, at its option and on one (1) months' notice in writing to the Developer, declare this Agreement null and void and may Register against the title to the Lands included within the Development Plan a notice to that effect.
- (b) The Developer shall not sell or convey any Lot shown on the Development Plan until this Agreement is registered on title.

23. RIGHT OF ENTRY

The Developer shall obtain from any Purchaser of any of the Lots shown on the Plan, a written statement permitting the Developer and the Town to enter upon such Lands for a period of three (3) years after the transfer thereof in order to ensure compliance with the provisions of this Agreement and shall forward an executed copy of written statement to the Town upon demand therefor.

24. WARNING CLAUSES

- (a) The Developer acknowledges and agrees to insert into all offers and agreements of purchase and sale the following clause: "All Works within the Plan, including but not limited to storm sewers, storm water management facilities, sanitary sewers, watermain, roads, curbs and gutters, street lighting and drainage works and swales, are contracted by the Developer. The Developer is obligated to maintain the Works in accordance with the Agreement and Plans registered on title."

- (b) The Developer acknowledges and hereby agrees to insert into all offers and agreements of purchase and sale the following clause: "The lands in the Plan are subject to the payment of development charges which are payable prior to the issuance of a building permit."
- (c) The Developer acknowledges and hereby agrees to insert into all offers and agreements of purchase and sale the following clause: "The lands in the Plan are subject to the payment of cash-in-lieu of the dedication of land for park purposes prior to the issuance of a building permit."

25. INDEMNIFICATION

Until the expiration of the Maintenance Guarantee, the Developer, on behalf of itself, its successors and assigns, including its successors in title of the Lands in the Development Plan, hereby releases and discharges and indemnifies the Town from and against all actions, causes of action, suits, claims and demands whatsoever which may arise by reason of:

- (a) Any alteration of the existing grade or level of any Street or Streets on the Plan to bring the said grade or level in conformity with the grade or level required by the Director of Public Works; and,
- (b) Any damage to the Lands abutting on any Street or Streets shown on the Plan or to any Building erected thereon arising from or in consequence of any such alteration of grade or level; and,
- (c) Any damages or injuries (including death) to persons or damage to property occurring or arising on any Street or Streets on the Plan however caused.

26. COVENANTS THAT RUN WITH THE LAND

- (a) The Developer and the Town acknowledge and agree that it is their intent that all the terms, conditions and covenants contained herein shall be covenants that run with the land and that the burden of such covenants shall be binding upon the Developer, their successors and assigns, and successors in title, from time to time, of the Lands described in Schedule "A" of this Agreement and any part or parts thereof and that the benefits of the said covenants shall enure to the Town, its successors and assigns in title of all roads, Streets and public lands forming part of or abutting on the Lands described in Schedule "A".
- (b) The Developer agrees that it shall, upon the sale or transfer by it of the Lands included within the Development Plan or any part or parts thereof, require the Purchaser or Transferee thereof as a condition of such sale or transfer to execute an Agreement satisfactory in form to the Town's Solicitor, agreeing to assume this Agreement and to be bound by and fulfil all of the terms, conditions and covenants herein set forth and containing a like covenant to this effect. The said Assumption Agreement shall be executed by the Town, the Developer and any such Purchaser or Transferee and may, at the Town's option, be registered upon title. Provided, however, that such Assumption Agreement shall not be required for the sale or transfer of a Lot as shown on the Development Plan for the purpose of construction.

27. NOTICE

All notices required or permitted to be given by one party to the other shall be given in writing either by prepaid registered mail or delivered personally addressed,

in the case of the Town to:

Clerk
Town of Pelham
20 Pelham Town Square

P.O. Box 400
Fonthill, Ontario L0S 1E0

and in the case of the Developer to:

Kaiser & Associates Inc.
PO Box 640
Fonthill, Ontario L0S 1E0

Jasper Michael Pala
1611 Lookout Street
Fonthill, Ontario L0S 1V0

and in the case of the Mortgagee to:

Royal Bank of Canada
180 Wellington Street West
2nd Floor
Toronto, Ontario M5J 1J1

and in the case of the Mortgagee to:

Meridian Credit Union Limited
75 Corporate Park Drive
St. Catharines, Ontario L2S 3W3

or at such other addresses as may be given by either of them to the other in writing from time to time, and such notices shall be deemed to have been received, if mailed, on the third day following that on which it was so mailed and if delivered, on the day of such delivery.

28. POSTPONEMENT AND SUBORDINATION

The Developer covenants and agrees at its own expense, to obtain and register such documentation in form satisfactory to the Town's solicitor from all mortgagees or encumbrancers as may be deemed necessary by the Town to postpone and subordinate their interest in the Lands to the interest of the Town to the extent that this Agreement and all related documentation to be registered shall take effect and have priority as if they had been executed and registered before the execution and registration of the document or documents giving to the mortgagees and/or encumbrancers their interest in the Lands. The Developer acknowledges that it shall not be permitted to sell any lots within the Development Plan until such time as these postponements have been registered and that the Town shall be permitted to register an inhibiting order pursuant to the *Land Titles Act* to ensure compliance with same.

29. SCHEDULES

The Schedules attached hereto are a part of this Agreement. All Schedules are to be interpreted as if the contents thereof were included in the Agreement.

30. NUMBER AND GENDER

In this Agreement, unless there is something in the subject-matter or context inconsistent therewith:

- (i) Words in the singular number include the plural and such words shall be construed as if the plural had been used;
- (ii) Words in the plural include the singular and such words shall be construed as if the singular had been used; and,
- (iii) Words importing the use of any gender shall include all genders where the context or party referred to so requires, and the rest of the sentence shall be

construed as if the necessary grammatical and terminological changes had been made.

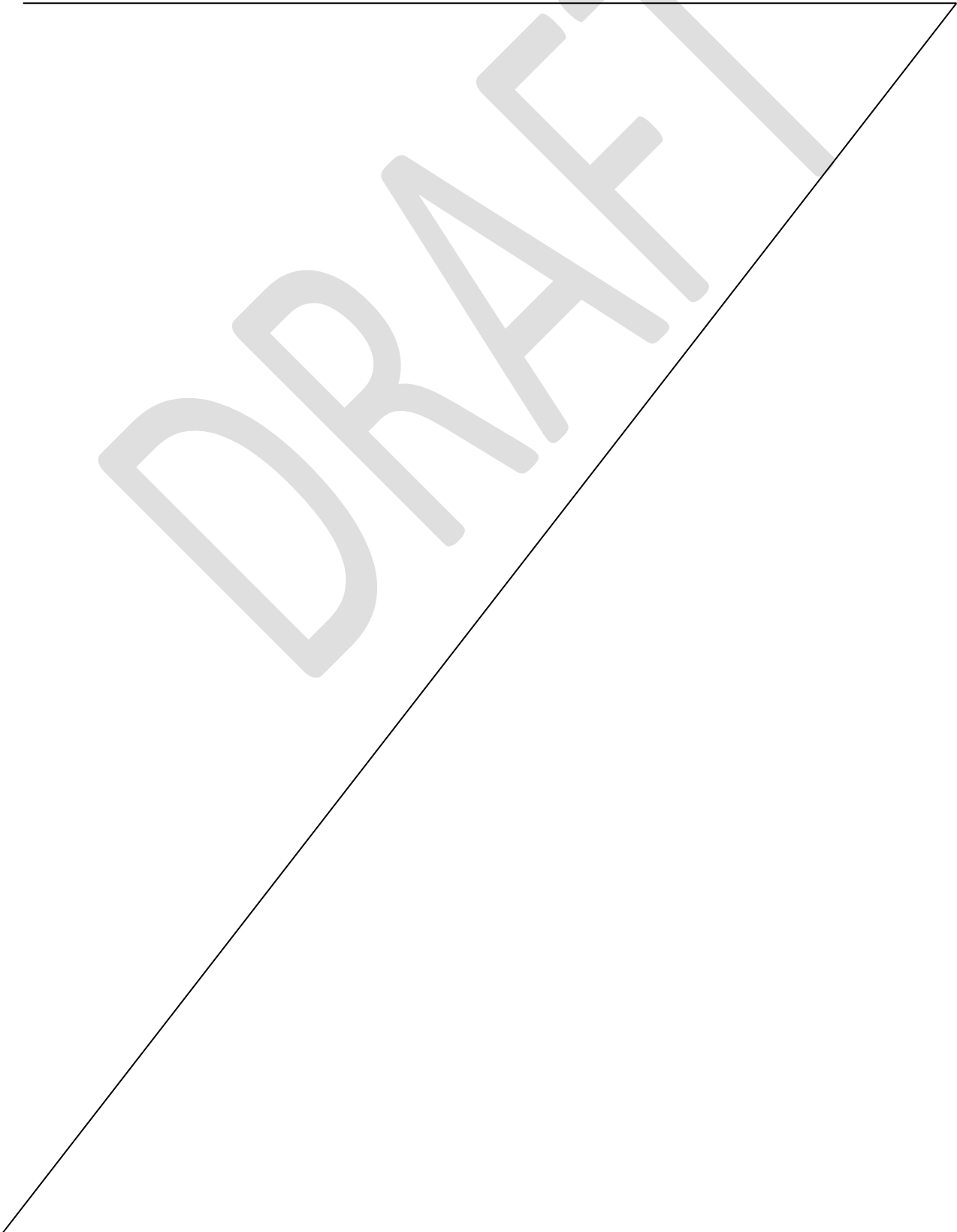
31. DEVELOPMENT CHARGES

The Developer agrees to provide notice to the first purchaser of any Lot in the Development, upon transfer of the Lots, of all Development Charges related to the Development, including Development Charges already paid by the Developer or Development Charges that may be payable in the future.

The Town acknowledges that the developer is eligible for Development Charge credits for eligible works required by this Agreement.

32. BINDING EFFECT

This Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.



**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

_____) **KAISER & ASSOCIATES INC.**
_____)
_____) _____
Witness) Signature
_____) _____
(Print Name) (Print Name)

I have the authority to bind the Corporation

_____) **JASPER MICHAEL PALA**
_____) _____
Witness) Signature
_____) _____
(Print Name) (Print Name)

I have the authority to bind the Corporation

_____) **ROYAL BANK OF CANADA**
_____) _____
Witness) Signature
_____) _____
(Print Name) (Print Name)

I have the authority to bind the Corporation

_____) **MERIDIAN CREDIT UNION LIMITED**
_____) _____
Witness) Signature
_____) _____
(Print Name) (Print Name)

I have the authority to bind the Corporation

_____) **THE CORPORATION OF THE TOWN OF PELHAM**
_____) _____
_____) Dave Augustyn, Mayor
_____) _____
_____) Nancy J. Bozzato, Clerk

SCHEDULE "A"

LEGAL DESCRIPTION

PIN 64035-0271 (LT)

Part Lot 3, Concession 7, PELHAM as in RO458931; Pelham.

PIN 64035-0270 (LT)

Part Lot 3, Concession 7 PELHAM as in RO354534; Pelham.

DRAFT

SCHEDULE "B"

SITE SERVICING AND GRADING PLAN **AND PLAN AND PROFILE PLAN**

Lookout Street Lots General Notes and Details, Dwg No. 1761-GND, prepared by Upper Canada Consultants, dated April 25, 2018.

Lookout Street Lots Plan & Profile, Dwg No. 1761-PP1, prepared by Upper Canada Consultants, dated April 25, 2018.

Lookout Street Lots Grading Plan, Dwg No. 1761-GP, prepared by Upper Canada Consultants, dated April 25, 2018.

Lookout Street Lots Stormwater Drainage Area Plan, Dwg No. 1761-STMDA, prepared by Upper Canada Consultants, dated April 25, 2018.

Lookout Street Lots Sanitary Drainage Area Plan, Dwg. No. 1761-SANDA, prepared by Upper Canada Consultants, dated April 25, 2018.

DRAFT

SCHEDULE "C"

SPECIAL PROVISIONS

1. Recognizing that the lands are primarily comprised of sand and silt surficial soils which, when disturbed or exposed, are susceptible to airborne and waterborne erosion mechanisms; therefore:
 - all areas of the land disturbed by servicing work and/or stripped of topsoil cover shall be hydroseeded immediately upon completion of constructions of works;
 - airborne erosion of sands and silts from disturbed areas shall be controlled by application of water as required in the sole discretion of the Director of Public Works;
 - the Developer agrees to implement, as required, other reasonable measures as determined by the Director of Public Works for purposes of controlling and mitigating air and/or water borne sand and/or silt erosion;
 - the Developer shall immediately remove waterborne sands and silts which may be carried from the lands and restore such off-site impacted lands;
 - silt control devices, including silt fences shown on approved engineering drawings and as may be further installed or constructed at the request of the Director of Public Works, shall be continuously inspected and maintained by the Developer throughout all servicing and residential building development; and
 - the Developer shall ensure that house building activities do not encroach upon the road allowance. This includes the storage of excavated materials and house building materials.

SCHEDULE "D"

BUILDING RESTRICTIONS

(To be included in all Deeds)

The Developer shall cause to be registered against all Lots in the Development Plan the transfer restrictions and restrictive covenants outlined below.

According to the nature of the annexed instrument, the words "Vendor", "Purchaser" and "Land" shall have the following meaning:

- (a) "VENDOR" means and includes also a grantor, transferor or seller and the heirs, successors and assigns of the Vendor.
- (b) "PURCHASER" means and includes also a grantee, transferee or buyer and the heirs, successors and assigns of the Purchaser.
- (c) "LAND" means and includes the land intended to be sold, conveyed or transferred by such instrument.

The Purchaser shall, in respect of the herein described land, adhere to and comply with the Grade Control Plan attached to the Agreement registered in the Land Titles Office for Niagara South and, in particular, shall do nothing to interfere with or impede the drainage patterns shown thereon. All grade elevation shown on the said Grade Control Plan shall be maintained after construction of any Building or structure upon the herein described land in accordance with the Town's Lot Grading Control Policy. In the event that the Purchaser fails to maintain such elevations, or to maintain the proper grades and levels herein referred to, or in the event that the Purchaser impedes any drainage system or pattern on the herein described Lands or neighbouring lands, the Purchaser shall be responsible for the immediate rectification and alteration of the land to conform with the drainage system or patterns laid out in the Agreement for any consequential damages, costs, expenses or other loss caused by the failure to maintain such grades or drainage patterns.

The Purchaser shall, in the event of requiring a different driveway entrance from that installed by the Vendor, relocate services/utilities at Purchaser's expense, cut and reconstruct the concrete curb where necessary on the roadway adjacent to the land herein described. He shall install, keep and maintain his driveway entrance or entrances from the traveled portion of the roadway to the Street line in good condition until the concrete sidewalk, concrete curbs and/or asphalt roadways for the said Development are constructed.

The Purchaser shall, within twelve (12) months of being able to occupy the home in accordance with the *Ontario Building Code* and to the satisfaction of the Chief Building Official, sod the lot.

The Purchaser shall maintain the road allowance between the Street line and the edge of the road in good condition and free from weeds and shall cut the grass thereon at frequent intervals.

The Purchaser will not remove any topsoil or strip the Lot of vegetation prior to commencing construction of a Building unit on the Lot. Only then will the Purchaser strip and excavate to the limit approved by the Town.

The Purchaser shall not occupy the dwelling on the Lot concerned until the Chief Building Official for the Town has certified that such of the following services as are applicable to the property have been installed and are operating adequately to serve the dwelling, or in the case of telephone services, are at least available to houses within the Development Plan: hydro, gas, water services, sanitary sewers and telephone.

SCHEDULE "D" continued

BUILDING RESTRICTIONS

(To be included in all Deeds)

The Purchaser shall not impede by the placing of fill, Buildings or other structures or Works any natural watercourse, swale, ditch, etc. which exists on the Lands.

The Purchaser shall not discharge by direct connection to a sanitary or storm sewer any discharge from eavestroughing, downspouts or swimming pools.

The Purchaser shall not erect any free standing tower, radio antenna, communication tower or similar structure.

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SCHEDULE "E"

FINANCIAL OBLIGATIONS AND COST OF CONSTRUCTION

<i>Description</i>	<i>Estimated Quantity</i>	<i>Estimated Cost</i>
<u>Letter of Credit Criteria for Primary and Secondary Servicing Calculations</u>		
<u>Primary Servicing Cost (excluding engineering and contingency)</u>		
General grading		\$36 935.00
Sanitary system		\$65 505.05
Storm system		\$90 495.50
Water system		\$17 770.00
Preliminary Roads		\$95 215.00
TOTAL FOR PRIMARY SERVICES (SECURITY PURPOSES)		\$305 920.55
<u>Secondary Servicing Cost (excluding engineering and contingency)</u>		
Asphalt milling	20m2	\$ 1 700.00
Adjustment of appurtenances to top asphalt	1	\$ 3 315.00
Hot mix asphalt	1550m2	\$ 19 375.00
Concrete sidewalk	295m2	\$ 20 945.00
Tactile warning strips	2	\$860.00
Boulevard trees @\$515 each	6	\$ 3 090.00
Asphalt driveway aprons	6	\$ 6 540.00
Sod boulevard	900m2	\$ 9 450.00
Removal of existing sidewalk		\$1 500.00
Street lighting	0	\$26 388.75
TOTAL FOR SECONDARY SERVICES (SECURITY PURPOSES)		\$93 163.75
PRIMARY SERVICING COST		\$305 920.55
SECONDARY SERVICING COST		\$93 163.75
Total Subdivision Servicing Cost (Net)		\$399 084.30
<u>Total Servicing Cost (including engineering and contingency)</u>		
5% contingency	5%	\$19 954.22
10% engineering	10%	\$ 9 316.38
Subtotal		\$29 270.60
Total servicing, engineering, and contingency		\$428 354.90
TOTAL SERVICING COST (INCLUDING ENGINEERING AND CONTINGENCY)		\$428 354.90
<u>Letter of Credit Calculations for Primary Servicing</u>		
Primary servicing cost		\$112 428.00
15% engineering and contingency	15%	\$45 888.08
Subtotal primary servicing, engineering and contingency		\$158 316.08
Total primary servicing cost used for security calculation purposes		\$158 316.08
<i>Primary Servicing Letter of Credit (20%)</i>	20%	\$31 663.22
<u>Letter of Credit Calculations for Secondary Servicing</u>		
Secondary servicing cost		\$93 163.75
15% engineering and contingency	15%	\$13 974.56
Subtotal secondary servicing, engineering and contingency		\$107 138.31
Total secondary servicing used for security calculation purposes		\$107 138.31
<i>Secondary Letter of Credit required (120%)</i>	120%	\$128 565.98
<u>Total Security Required</u>		\$160 229.20
<u>Engineering Cash Deposits</u>		
Town administration fee based on servicing cost of \$428 354.90; \$23,438.00 flat fee plus 3.5% of the costs exceeding \$400 000		\$24 430.42
Total administration fees		\$24 430.42
Total administration fee required		\$24 430.42

Summary

*Total financial security – Letter of Credit

\$160 229.20

*Total administration fee – Cash

\$24 430.42

***Note:** Financial Letter of Credit and Cash Fee Subject to Revision Based on Final Approval of Detailed Plans and Specifications by the Director of Public Works

DRAFT



Solution Title:		Health & Safety Policy Statement
Council Approved:		S ____ - ____

HOW MIGHT WE:

How Might the Town of Pelham communicate the organization's commitment to providing a safe and healthy work environment for all employees and ensure all workplace parties understand their responsibilities of compliance.

KEY FACTS:

Occupational Health & Safety Act:

The OH&S Act requires employers to prepare, and review at least annually, a written occupational health & safety policy, and to develop & maintain a safety system to implement the policy.

Internal Responsibility System:

The philosophy behind OH&S Law; Per the Ministry of Labour:

The internal responsibility system prescribes where all employees of the entire organization have the responsibility for health and safety and is an essential part of his or her job.

SOLUTION STATEMENT:

The Town of Pelham's commitment to health, safety and the environment is the overriding principle of our health and safety system. The Town of Pelham is committed to the health and safety of all its employees by providing a safe and healthy work environment. The Town of Pelham believes that every employee is entitled to work under the safest conditions.

We will make every effort to protect our employees from injuries & occupational diseases through our comprehensive health and safety policies & procedures which shall meet or exceed the health and safety regulations as prescribed in the Occupational Health & Safety Act & Regulations. The Town of Pelham will ensure that health and safety hazards are controlled or eliminated, and will develop safe work procedures conducive to a healthy and safe work environment.



Town of Pelham
Solutions Manual:
Health and Safety Policy

Solution Title:	Health & Safety Policy Statement	
Council Approved:		S ____ - ____

The Town of Pelham Managers, Supervisors and other individuals who are responsible for directing the work of others will be held accountable for the Health & Safety of workers under their supervision. Supervisors also have a duty to ensure all employees:

- adhere to all safety requirements, policies, procedures, and practices
- are made aware of all existing or potential hazards in the workplace and the safe work procedures in place to mitigate against the identified hazards
- all employees are aware of their responsibilities as outlined in the health and safety system and per the occupational health & safety act and regulations
- all employees work in a safe manner within a safe and healthy environment

All workers have a responsibility under The Town of Pelham health & safety policy and per OH&S Regulations to:

- Report unsafe conditions & work methods
- Report all workplace injuries, incidents (including near misses)
- Refuse unsafe work
- Follow & use safe work procedures
- Comply with corporate and legislated regulations, directives, policies, and procedures

It is the responsibility of all contractors working for or on behalf of The Town of Pelham to implement effective safety programs for their workers in accordance with OH&S Act & Regulations, and comply with all safety rules of The Town of Pelham. The Town of Pelham is committed to the continuous improvement of the health and safety system. All visitors shall comply with all relevant legislation and The Town of Pelham health and safety policies & procedures.

Through the active participation and co-operation of management, supervisors, workers and joint occupational health and safety committees, the Town of Pelham will promote a healthy, safe work environment.

Chief Administrative Officer _____

Dated _____



Solution Title:	Health and Safety Policy Statement	
Council Approved:	January 1, 2011	S101-01
Last Updated:	January 1, 2013	
Last Updated:	July 24, 2017	

KEY FACTS:

The Town of Pelham will deliver on its commitment to the continuous improvement of Health and Safety within the Town.

HOW MIGHT WE:

How Might the Town of Pelham formalize Council's commitment to the continuous improvement of Health and Safety through the implementation and sustainability of a successful program?

SOLUTION STATEMENT:

We will provide and maintain a safe and healthy work environment in accordance with acceptable industry practices and in compliance with legislative requirements.

We work in compliance with the Corporation's policies, procedures and operating philosophy.

We will integrate health and safety into municipal strategies, processes and performance measures.

We are committed to continuous improvement to the protection of our workers against work related illness and injuries.

We will effectively manage health and safety hazards which may result in personal injuries, illnesses or property loss.

We will provide an environment that enables all employees to participate and work collaboratively in developing, promoting and improving health and safety at work.

We are innovative in a creative and continuous improvement environment.



Solution Title:	Incident Investigation Policy Statement	
Council Approved:		S_____ - ____

HOW MIGHT WE:

How Might the Town of Pelham provide direction and orientation to all Town of Pelham employees with regards to Incident Investigation procedures and applicable OH&S Regulations.

KEY FACTS:

There are various prescribed acts and regulations outlining requirements for the investigation and reporting of workplace incidents based on the degree of an incident.

Occupational Health & Safety Act

The Town of Pelham will comply with the regulations regarding notice of incidents under the Occupational Health and Safety Act & Regulations, Regulation 1101, and the Workplace Safety and Insurance Act.

References:

Occupational Health & Safety Act Part VII sec 51, 52, 53

Notice requirements for Critical Injury Reg 834

Regulation 1101 First Aid Requirements (5)

Workplace Safety and Insurance Act (Notice of Accident) 21

Incident Investigation is a crucial control component of a Health & Safety System in ongoing hazard analysis & continual improvement as it enables the identification of all immediate causes, root causes and underlying causes of an incident. Incident Investigation also enables the ability to analyze data and make the necessary recommendations to prevent the incident from reoccurring.



Solution Title:	Incident Investigation Policy Statement	
Council Approved:		S_____ - ____

Definitions:

Near Miss;

An event that under different circumstances could have resulted in physical harm to an individual or serious damage to the environment, equipment, property or material

Critical Injury;

As defined in the Ontario Regulation 834 of the OH&S Act is as follows: For the purpose of the Act and the Regulations, "critically injured" means an injury of a serious nature that:

- Places life in jeopardy
- Produces unconsciousness
- Results in substantial loss of blood
- Involves the fracture of a leg or arm, but not a finger or toe
- Involves the amputation of a leg, arm, hand or foot but not a finger or toe
- Consists of burns to a major portion of the body or
- Causes the loss of sight in an eye

Loss Time;

Lost time injuries occur when an employee sustains a work-related injury, which results in lost time from work after the day of the accident or if they miss their next shift or loses regular wage rate.

Medical Aid;

An injury causing an employee to seek outside medical help. However, the employee is able to return to their next shift with modified or regular duties.



Solution Title:	Incident Investigation Policy Statement	
Council Approved:		S_____ - ____

Occupational Illness;

Defined as a condition that result from exposure in a workplace to a physical, chemical or biological agent to the extent that the normal physiological mechanisms are affected and the health of the worker is impaired.

Environmental Release;

An accidental release of a chemical, biological, radiological, nuclear or explosive substance in the workplace.

Workplace Violence and Harassment

Violence;

“The OSHA defines workplace violence as the exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker. It also includes an:

- attempt to exercise physical force against a worker in a workplace, that could cause physical injury to the worker; and a
- statement or behaviour that a worker could reasonably interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker

Domestic Violence;

A person who has a personal relationship with a worker – such as a spouse or former spouse, current or former intimate partner or a family member – may physically harm, or attempt or threaten to physically harm, that worker at work. In these situations, domestic violence is considered workplace violence



Solution Title:		Incident Investigation Policy Statement	
Council Approved:			S ____ - ____

Harassment;

The OHSA defines workplace harassment as engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome. The definition of workplace harassment includes workplace sexual harassment

Sexual Harassment;

The OHSA defines workplace sexual harassment as:

- engaging in a course of vexatious comment or conduct against a worker, in a workplace because of sex, sexual orientation, gender identity or gender expression where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or
- making a sexual solicitation or advance where the person making it is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know the solicitation or advance is unwelcome.

SOLUTION STATEMENT:

The Town of Pelham will develop & implement an Incident Investigation process (see directive) in compliance with the various Occupational Health & Safety Acts & Regulations and WSIB. All JHSC Representatives at each site, Site Manager/Supervisors, and all Workers of the Town of Pelham will participate in the investigation process where applicable.

Immediate Investigations, as required by the OHSA, will be conducted for:

- Near misses – “close calls”
- Critical injuries
- Fatalities



Solution Title:	Incident Investigation Policy Statement	
Council Approved:		S ____ - ____

- Lost time injuries
- Medical aid
- Occupational illnesses
- Significant property damage
- Fires
- Environmental releases
- Workplace violence and harassment

The Incident Investigation directive will identify which incidents need to be investigated, the different protocols depending on the type of incident and the roles & responsibilities of each workplace party.

The Incident Investigation Directive will also outline how the directive protocol will be communicated to all the employees, the method & delivery of training, how the directive will be evaluated and improved on an ongoing basis.

The Town of Pelham will ensure that all employees are aware and comply with the Incident Investigation Directive which is located in the Health and Safety binder at each workplace location.



Solution Title:		Workplace Inspection Policy Statement
Council Approved:		S ____ - ____

HOW MIGHT WE:

How Might the Town of Pelham provide direction and orientation to all Town of Pelham employees with regards to Workplace Inspection procedures and applicable Occupational Health & Safety (OH&S) Regulations and to ensure that workplace inspections are conducted.

KEY FACTS:

There are a number of various prescribed OH&S acts and regulations which outline requirements for workplace inspections.

Occupational Health & Safety Act: Sec 9 (23)

“the members of a committee who represent workers shall designate a member representing workers to inspect the physical condition of the workplace. R.S.O. 1990, c. O.1, s. 9 (23).”

Occupational Health and Safety Act Regulation 851 Material Handling (Sec 51)

The section outlines that a lifting device shall be thoroughly examined by a competent person to determine its capability of handling the maximum load as rated,

- (i) prior to being used for the first time, and
- (ii) thereafter as often as necessary but not less frequently than recommended by the manufacturer and in any case, at least once a year,

Highway Traffic Act Regulation 199/07

“the requirements for daily (pre-trip or "circle check") inspections that must be completed within 24 hours before driving.”

Commercial Vehicle Safety Regulations through the Highway Traffic Act and National Safety Code also outline requirements for semi-annual and annual inspections.

SOLUTION STATEMENT:

The Town of Pelham Health & Safety System provides for regular inspections and monitoring at each location. Thorough inspections of offices, operations, tools, machinery, equipment, work methods and practices must be performed to identify workplace hazards. Inspections are a pro-active way to manage health and safety in



Town of Pelham
Solutions Manual:
Health and Safety Policy

Solution Title:	Workplace Inspection Policy Statement	
Council Approved:		S ____ - ____

the workplace. Through inspections and monitoring, hazards can be identified and then eliminated or controlled so workers are not exposed.

The standard applies to all Joint Health and Safety committee representatives, managers, supervisors and workers for all locations within the Town of Pelham.

The Town of Pelham Workplace Inspection Directive will outline the method and process for what must be inspected and the frequency prescribed.

The Workplace Inspection Directive will prescribe the roles & responsibilities of each workplace party, training to be provided and continual evaluation and monitoring of the program.

All workplace parties shall follow and comply with the Workplace Inspection Directive located in the Health and Safety binder at each workplace location.



TOWN OF PELHAM
CORPORATE ADMINISTRATIVE POLICY AND PROCEDURES MANUAL
HEALTH AND SAFETY

POLICY # 9

PAGE 1 of 2

SECTION:	NAME OF POLICY: WORKPLACE INSPECTION PROCEDURE
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O.H.S.A. COMPLIANCE: O.H.S.A. – PART II - ADMINISTRATION

EFFECTIVE DATE:

LAST REVISION DATE:

PURPOSE:

WORKPLACE INSPECTIONS HELP TO PREVENT INJURY AND ILLNESS. THROUGH CRITICAL EXAMINATION OF THE WORKPLACE, INSPECTIONS IDENTIFY AND RECORD HAZARDS FOR CORRECTIVE ACTION. THIS PROCEDURE ATTEMPTS TO AID THE JOINT OCCUPATIONAL HEALTH AND SAFETY COMMITTEE TO PLAN, CONDUCT, REPORT AND MONITOR INSPECTIONS.

RESPONSIBILITY:

1. THE EMPLOYER, SUPERVISOR, WORKER, HEALTH AND SAFETY REPRESENTATIVE OR JOINT HEALTH AND SAFETY COMMITTEE ARE RESPONSIBLE FOR ENSURING THE PROPER APPLICATION OF THIS POLICY.

POLICY:

A. GENERAL

1. THE EMPLOYER, SUPERVISOR AND WORKER HAVE AN OBLIGATION UNDER THE ACT TO NOTIFY OF SUBSTANDARD CONDITIONS/HAZARDS IN THE WORKPLACE.
2. THE SUBSTANDARD CONDITIONS/HAZARDS MUST BE RECTIFIED IMMEDIATELY.
3. THE JOINT HEALTH AND SAFETY COMMITTEE OR HEALTH AND SAFETY REPRESENTATIVE SHALL CONDUCT MONTHLY WORKPLACE INSPECTIONS.
4. IF IT IS NOT PRACTICAL TO INSPECT THE WHOLE WORKPLACE ONCE PER MONTH, THEN A MONTHLY INSPECTION OF PART OF THE WORKPLACE SHALL BE CONDUCTED, WITH THE WHOLE WORKPLACE BEING REVIEWED THROUGHOUT THE YEAR.
5. INSPECTION SHOULD BE CONDUCTED PRIOR TO A JHSC MEETING, PREFERABLY ONE WEEK IN ADVANCE, SO THAT THE OBSERVATIONS AND RECOMMENDATIONS CAN BE DISCUSSED BY THE WHOLE COMMITTEE.
6. A SCHEDULE OF WORKPLACE INSPECTION FOR THE YEAR SHALL BE DEVELOPED, POSTED BY THE JHSC, AT THE BEGINNING OF EACH YEAR.

B. INSPECTION

1. WORKPLACE INSPECTIONS SHOULD BE COMPLETED BY AT LEAST ONE MEMBER (WORKER MEMBER) OF THE JHSC WHO WILL BE ASSIGNED THIS DUTY AT THE BEGINNING OF THE YEAR WHEN THE SCHEDULE FOR INSPECTIONS IS SET OUT.

APPROVED BY:	DATE:
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**TOWN OF PELHAM
CORPORATE ADMINISTRATIVE POLICY AND PROCEDURES MANUAL
HEALTH AND SAFETY**

POLICY # 9
PAGE 2 of 2

2. THE JHSC WORKER MEMBER OF THE JHSC SHOULD BE ACCOMPANIED BY A MANAGER OR SUPERVISOR OF THE AREA THAT THEY ARE INSPECTING.
3. A "WORKPLACE INSPECTION CHECKLIST" SHOULD BE USED TO RECORD ALL OBSERVED SUBSTANDARD CONDITIONS.
4. THE JHSC WORKER MEMBER WILL RECORD ANY SUGGESTIONS IN THE "RECOMMENDED ACTION" SECTION.
5. COPIES OF THE "WORKPLACE INSPECTION REPORT" SHALL BE:
 - A. POSTED ON THE BULLETIN BOARD
 - B. FORWARDED TO THE AREA SUPERVISOR AND DEPARTMENT HEAD
 - C. FORWARDED TO THE JHSC.

C. ANALYSIS AND FOLLOW-UP

1. THE AREA SUPERVISOR IS RESPONSIBLE FOR REVIEWING THE "WORKPLACE INSPECTION REPORT" AND INITIATING THE APPROPRIATE CORRECTION ACTION FOR EACH DISCREPANCY IN THEIR AREA, IN ORDER OF ITS PRIORITY.
2. THE "WORKPLACE INSPECTION REPORT" SHALL BE RESPONDED TO IN WRITING BY THE AREA SUPERVISOR WITHIN 21 DAYS WITH THE FOLLOWING INFORMATION:
 - A. THE ACTION TAKEN OR PLANNED TO BE TAKEN.
 - B. THE COMPLETION DATE.
3. SUBSEQUENT WORKPLACE INSPECTION SHALL REVIEW THE ITEMS FROM PREVIOUS INSPECTIONS TO ENSURE THE REMEDIAL ACTION HAS RESOLVED THE CONCERN.

APPROVED BY:	DATE:
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Solution Title:		Hazard Identification & Control Policy Statement	
Council Approved:			S ____ - ____

HOW MIGHT WE:

How Might the Town of Pelham provide direction and orientation to The Town of Pelham internal staff with regards to Hazard Identification procedures and applicable OH&S Regulations.

Provide guidelines and procedures outlining the process directive to evaluate the hazards associated with critical tasks & job tasks carried out by the Town of Pelham employees and the assessment of ongoing hazards.

KEY FACTS:

Occupational Health & Safety Act:

The Occupational Health and Safety Act states that employers must take every reasonable precaution to protect workers, provide information and instruction, and to ensure that workers properly use or wear the required equipment. A part of this includes the requirement to identify all potential or existing hazards in the workplace, assess the risk, eliminate the risk or identify controls and evaluating the controls.

Definitions:

Hazard is any practice, behavior, condition, or combination that can cause injury or illness to people or damage to property.

Risk is the chance or probability that a person will be harmed or experience an adverse health effect if exposed to a hazard. It may also apply to situations with property or equipment loss.

Hazard identification is a skill used by a trained individual who has the knowledge to make this determination. This could include trained workers, supervisors, members of a joint health and safety committee, or a health and safety professional. Whether identified or merely suspected, the objective is to anticipate hazards before they cause harm or damage.

Risk assessment is the process where you identify hazards, analyze or evaluate the risk associated with that hazard & determine appropriate ways to eliminate or control the hazard and prioritize critical tasks which require Job Hazard Analysis.



Solution Title:	Hazard Identification & Control Policy Statement	
Council Approved:		S ____ - ____

SOLUTION STATEMENT:

Hazard Identification & Control of hazards is the heart of the safety process you perform every day at work and at home. Effective health and safety systems are based on understanding hazards & risks and how to control them to mitigate consequences and provide a safe workplace.

Each facility will work together to develop an inventory of occupations performed throughout the operations for the Town of Pelham.

They shall then identify the job tasks within each of the identified occupations.

Utilizing severity and frequency as your guide to evaluate the risk of an incident, injury or illness occurring as a result of the job tasks within each occupation.

A Job Hazard Analysis (JHA) should be performed on all tasks; tasks shall be inventoried and prioritized by risk. An action plan shall be to complete on all JHAs commencing with the most critical tasks.

The JHSC, workers and safety officer will work together to Conduct the Job Hazard Analysis according to the prioritized list.

Each task will have a JHA (Job Hazard Analysis) performed as per the following steps.

1. Select the job task from the assessment list.
2. Develop a work step procedure
3. Identify all the hazards that are part of each identified step
4. Assess the Risk
5. Determine applicable control or elimination of the risk
6. Evaluate the effectiveness of the controls or elimination

Every employee shall support the value and importance of Hazard Identification and promote the consistent compliance with the Hazard Identification & Control Directive located in the Health and Safety binder at each workplace location.



TOWN OF PELHAM
CORPORATE ADMINISTRATIVE POLICY AND PROCEDURES MANUAL
HEALTH AND SAFETY

POLICY # 4

PAGE 1 of 4

SECTION:	NAME OF POLICY: HAZARD RECOGNITION
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O.H.S.A. COMPLIANCE: REG. 860 – WORKPLACE HAZARDOUS MATERIALS INFORMATION SYSTEM

EFFECTIVE DATE:

LAST REVISION DATE:

PURPOSE:

HAZARD RECOGNITION IS THE PROCESS OF IDENTIFYING AGENTS OR CONDITIONS WHICH HAVE THE POTENTIAL TO CAUSE HARM TO WORKER HEALTH AND SAFETY. ONCE IDENTIFIED, THE HAZARDS MUST BE ASSESSED AND CONTROLLED.

RESPONSIBILITY:

SUPERVISORS IN CONSULTATION WITH WORKERS WILL IDENTIFY HAZARDS WITHIN THE WORKPLACE AND ASSESS AND CONTROL SUCH HAZARDS IN ACCORDANCE WITH THIS PROCEDURE.

POLICY:

HAZARD ASSESSMENT:

ASSESSING HEALTH OR SAFETY HAZARDS IS A MEANS OF UNDERSTANDING THE EFFECTS OF THE HAZARD AND MEASURING THE ACTUAL OR POTENTIAL EXPOSURE OF WORKERS TO THE HAZARD. CONTROLS ARE PUT IN PLACE TO ELIMINATE, PREVENT OR MINIMIZE EXPOSURE OF THE WORKER TO THE HAZARD.

THERE ARE TWO MAIN TYPES OF HAZARDS: HEALTH AND SAFETY. A HEALTH HAZARD IS ANY AGENT THAT CAN CAUSE HARM TO THE BODY WHEN EXCESSIVE EXPOSURE TAKES PLACE. THESE AGENTS INCLUDE CHEMICAL, PHYSICAL, BIOLOGICAL, ERGONOMIC FACTORS, AND WORKPLACE STRESSORS. SAFETY HAZARDS HAVE THE POTENTIAL TO CAUSE INJURY AND INCLUDE A SUBSTANDARD ACT OR CONDITION.

HAZARDS MAY BE RECOGNIZED THROUGH:

- WORKPLACE INSPECTIONS – FORMAL AND INFORMAL
- CONCERNS REPORTED BY WORKERS, SUPERVISORS AND THE EMPLOYER
- JOB HAZARD ANALYSES
- STUDIES/STATISTICS – SICK LEAVE PATTERNS, FREQUENCY/SEVERITY RATES

HEALTH HAZARDS:

CHEMICAL HAZARDS:

- CAN BE TOXIC, CORROSIVE, CANCER CAUSING, CAUSE FIRES AND EXPLOSIONS, OR CAUSE DANGEROUS REACTIONS
- CAN BE RECOGNIZED THROUGH EVALUATION OF MSDS'S, WHMIS LABELS, DESIGNATED SUBSTANCE REGULATIONS, AND
- REGULATION 833 (CONTROL EXPOSURE TO BIOLOGICAL OR CHEMICAL AGENTS)

APPROVED BY:	DATE:
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**TOWN OF PELHAM
CORPORATE ADMINISTRATIVE POLICY AND PROCEDURES MANUAL
HEALTH AND SAFETY**

POLICY # 4

PAGE 2 of 4

PHYSICAL HAZARDS:

- ARE AGENTS THAT ARE FORMS OF ENERGY SUCH AS NOISE, VIBRATION, RADIATION (LASER BEAMS, UV, X-RAYS) AND TEMPERATURE.
-

BIOLOGICAL AGENTS:

- ARE LIVING THINGS, OR BY-PRODUCTS OF LIVING THINGS SUCH AS BACTERIA, VIRUSES, FUNGI, AND PLANTS

ERGONOMIC FACTORS:

- FACTORS MAY INCLUDE FORCE, REPETITION, MECHANICAL STRESS, INADEQUATE LIGHTING, AND POOR POSTURE. ISSUES TO BE CONSIDERED INCLUDE WORK STATION AND EQUIPMENT DESIGN, AND HOW THEY INTERACT WITH THE WORKER.

WORKPLACE STRESSORS:

- INCLUDE EVERYDAY STRESS THAT COULD BE CAUSED BY WORK OVERLOAD OR UNDERLOAD, LOSS OF CONTROL, ROLE UNCERTAINTY AND CONFLICT, WORKING ALONE AND WORKPLACE VIOLENCE.

SAFETY HAZARDS:

SAFETY HAZARDS INCLUDE SUCH ITEMS AS:

- ENERGY:
 - PNEUMATIC OR HYDRAULIC PRESSURE
 - STEAM
- MACHINES:
 - MOVING SHAFTS
 - BELTS
 - PULLEYS
 - BLADES AND SAWS
- MATERIAL HANDLING:
 - LIFTING
 - LIFT TRUCKS
 - CONVEYORS
- WORK PRACTICES:
 - FAILURE TO HAVE OR FOLLOW POLICIES, PROCEDURES, TRAINING, AND,
 - ENFORCEMENT OF THOSE POLICIES AND PROCEDURES

AFTER ONE OR MORE HAZARDS HAVE BEEN IDENTIFIED, A DOCUMENT SHALL BE CREATED IDENTIFYING THE MAIN ACTIVITIES FOR ALL JOBS OR OCCUPATIONS.

WHEN HAZARDS ARE IDENTIFIED, THE LEVEL OF RISK FOR EACH HAZARD SHALL BE ESTIMATED FOR ADDRESSING THE HAZARD (JOB HAZARD ANALYSIS).

APPROVED BY:	DATE:
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TOWN OF PELHAM
CORPORATE ADMINISTRATIVE POLICY AND PROCEDURES MANUAL
HEALTH AND SAFETY

POLICY # 4

PAGE 3 of 4

THE NEXT STEP IS CAREFULLY ASSESSING THE POTENTIAL CONSEQUENCES OF AN INCIDENT CAUSED BY THE HAZARD. THE LEVEL OF RISK ASSOCIATED WITH THE HAZARD IS ESTIMATED BY CONSIDERING A COMBINATION OF TWO FACTORS: (1) FREQUENCY, OR HOW OFTEN THE FUNCTION OR ACTIVITY IS DONE AND, (2) THE SEVERITY OF THE CONSEQUENCES IF IT DID HAPPEN RELATING TO WORKERS AND/OR DAMAGE TO EQUIPMENT OR PROPERTY.

RISK = FREQUENCY X SEVERITY

HAZARD FREQUENCY

ESTIMATING FREQUENCY OF HAZARDS CAN BE CATEGORIZED AS:

HIGH FREQUENCY: LIKELY TO OCCUR MORE THAN ONCE PER WEEK (LEVEL 3)

MEDIUM FREQUENCY: LIKELY TO OCCUR MORE THAN ONCE PER MONTH (LEVEL 2)

LOW FREQUENCY: UNLIKELY TO OCCUR LESS THAN ONCE PER MONTH (LEVEL 1)

HAZARD SEVERITY

SEVERITY ESTIMATES PROVIDE THE POTENTIAL FOR DAMAGES OR HARM, AND CAN BE CATEGORIZED AS:

HIGH SEVERITY: MAY CAUSE DEATH OR SEVERE INJURY (LEVEL 3)

MEDIUM SEVERITY: MAY CAUSE INJURY BUT IS NOT LIFE THREATENING (LEVEL 2)

LOW SEVERITY: MAY CAUSE INJURIES GENERALLY CONSIDERED MINOR IN NATURE (LEVEL 1)

RANKING HAZARDS

ONCE THE HAZARDS HAVE BEEN IDENTIFIED OR ANTICIPATED, THE HAZARDS MUST BE RANKED TO DETERMINE WHICH ARE THE MOST IN NEED OF EFFORT AT DEVELOPING CONTROLS, SAFE WORK PRACTICES, OR PROCEDURES.

EXAMPLE: ENTERING A PUMPING STATION AND CLIMBING DOWN 15 FEET TO TAKE READINGS. IT HAS BEEN DETERMINED WORKERS ENTER THE PUMPING STATION ONCE PER WEEK, AND THIS IS A CONFINED SPACE WHERE A WORKER COULD BE OVERCOME BY A TOXIC GAS. IN ADDITION, FALLING HAZARDS AND ELECTRICAL HAZARDS ARE IDENTIFIED.

FREQUENCY = 2

IT HAS BEEN DETERMINED THIS IS A MEDIUM FREQUENT JOB FUNCTION.

SEVERITY: IT HAS BEEN DETERMINED THIS HAS HIGH SEVERITY CONSEQUENCES.

SEVERITY = 3

IT HAS BEEN DETERMINED THAT HAZARDS ASSOCIATED WITH THIS JOB FUNCTION MAY HAVE SEVERE CONSEQUENCES.

APPROVED BY:	DATE:
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TOWN OF PELHAM
CORPORATE ADMINISTRATIVE POLICY AND PROCEDURES MANUAL
HEALTH AND SAFETY

POLICY # 4

PAGE 4 of 4

THEREFORE THE RISK ASSESSMENT WOULD BE:

FREQUENCY (2) x SEVERITY (3) = RISK ASSESSMENT (6)

ONCE ALL ACTIVITIES HAVE BEEN ASSESSED, THE PRIORITY IS TO WORK ON THE HIGHEST RISK NUMBERS FIRST.

CONTROLS

WHEN DETERMINING WHAT CONTROLS ARE GOING TO BE PUT INTO PLACE, SEVERAL FACTORS SHALL BE MET:

1. ADEQUATELY CONTROL THE HAZARD
2. DO NOT CREATE ANY NEW HAZARDS
3. DO NOT CREATE ANY UNDUE DISCOMFORT OR STRESS
4. DO NOT CREATE ENVIRONMENTAL HAZARDS OUTSIDE THE WORKPLACE.

THERE ARE THREE METHODS FOR CONTROLLING HAZARDS:

AT THE SOURCE
ALONG THE PATH, AND
AT THE WORKER.

AT THE SOURCE: THIS IS THE IDEAL CONTROL BECAUSE IT ELIMINATES THE HAZARDS FROM THE WORKPLACE.

ALONG THE PATH: THESE CONTROLS ARE PLACED BETWEEN THE SOURCE OF THE HAZARD AND WHERE THE WORK IS BEING PERFORMED.

AT THE WORKER: THIS IS THE LEAST PREFERRED METHOD OF CONTROL, HOWEVER, THERE ARE SITUATIONS WHERE THIS IS THE ONLY POSSIBLE LOCATION FOR CONTROLLING EXPOSURE TO THE HAZARD. THE WORKER MUST USE PERSONAL MEANS TO CONTROL EXPOSURE, SUCH AS SAFETY BOOTS, HEAD PROTECTION, HEARING PROTECTION, SCBA, ETC.

APPROVED BY:	DATE:
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Solution Title:		Individual Responsibilities & Duties Policy Statement
Council Approved:		S ____ - ____

HOW MIGHT WE:

How Might the Town of Pelham define, educate, and communicate to all workplace parties their responsibilities with regard to health and safety in the workplace. Defining responsibilities for all parties in the workplace this policy will help to provide a framework for the coordination and communication of safe work practices for all employees.

KEY FACTS:

Occupational Health & Safety Act:

Under the Occupational Health & Safety Act of Ontario are prescribed roles & responsibilities for all workplace parties (including Sec 25 -28) outlining the roles & responsibilities under the Act for employers, supervisors, and workers.

SOLUTION STATEMENT:

The Town of Pelham's commitment to health, safety and the environment is the overriding principle of our health and safety system.

The Town of Pelham has identified detailed roles & responsibilities for all workplace parties utilizing the OH&S Act as a guide.

All employees of the Town of Pelham are responsible for their duties outlined in the Individual Responsibilities and Duties Directive.



TOWN OF PELHAM
CORPORATE ADMINISTRATIVE POLICY AND PROCEDURES MANUAL
HEALTH AND SAFETY

POLICY # 2

PAGE 2 of 5

- (F) INFORMATION, INSTRUCTION AND SUPERVISION IS PROVIDED TO A WORKER TO PROTECT THE HEALTH AND SAFETY OF THE WORKER.
- (G) WHEN APPOINTING A SUPERVISOR, A COMPETENT PERSON BE SELECTED.
- (H) A WORKER, OR PERSON IN AUTHORITY OVER A WORKER, IS ACQUAINTED WITH ANY HAZARD IN THE WORKPLACE AND IN THE HANDLING, STORAGE, USE, DISPOSAL AND TRANSPORT OF ANY ARTICLE, DEVICE, EQUIPMENT OR A BIOLOGICAL, CHEMICAL OR PHYSICAL AGENT.
- (I) ASSISTANCE AND COOPERATION IS AFFORDED TO A COMMITTEE AND/OR A HEALTH AND SAFETY REPRESENTATIVE IN THE CARRYING OUT OF THEIR DUTIES.
- (J) ONLY PERSONS OVER SUCH AS MAY BE EMPLOYED ARE WORKING IN OR ABOUT THE WORKPLACE.
- (K) A PERSON WHO IS UNDER SUCH AGE AS MAY BE PRESCRIBED IS NOT KNOWINGLY PERMITTED IN OR ABOUT A WORKPLACE.
- (L) EVERY PRECAUTION REASONABLE IN THE CIRCUMSTANCE IS TAKEN FOR WORKER PROTECTION.
- (M) A COPY OF THE OCCUPATIONAL HEALTH AND SAFETY ACT AND ANY EXPLANATORY MATERIAL PREPARED BY THE MINISTRY OUTLINING THE RIGHTS, RESPONSIBILITIES AND DUTIES OF WORKERS IS POSTED IN THE WORKPLACE.
- (N) ACCURATE RECORDS OF THE HANDLING, STORAGE, USE AND DISPOSAL OF BIOLOGICAL, CHEMICAL OR PHYSICAL AGENTS AS PRESCRIBED IS KEPT AND MAINTAINED.
- (O) SUCH RECORDS AS MAY BE PRESCRIBED OF THE EXPOSURE OF A WORKER TO BIOLOGICAL, CHEMICAL OR PHYSICAL AGENTS ARE ACCURATELY KEPT AND MADE AVAILABLE TO THE WORKERS AFFECTED.
- (P) A DIRECTOR IS NOTIFIED OF THE USE OR INTRODUCTION INTO A WORKPLACE OF SUCH BIOLOGICAL, CHEMICAL OR PHYSICAL AGENTS AS MAY BE PRESCRIBED.
- (Q) THE LEVELS OF BIOLOGICAL, CHEMICAL OR PHYSICAL AGENTS IN THE WORKPLACE ARE MONITORED AND ACCURATE RECORDS THEREOF ARE POSTED AS PRESCRIBED.
- (R) THE PRESCRIBED STANDARD LIMITING THE EXPOSURE OF WORKER BIOLOGICAL, CHEMICAL OR PHYSICAL AGENTS IS COMPLIED WITH.
- (S) WHERE SO PRESCRIBED, PERMISSION IS ONLY GIVEN FOR A WORKER TO WORK OR BE IN A WORKPLACE THAT HAS UNDERGONE SUCH MEDICAL EXAMINATIONS, TESTS OR X-RAYS AS PRESCRIBED AND WHO IS FOUND TO BE PHYSICALLY FIT TO DO THE WORK IN THE WORKPLACE.
- (T) WHERE SO PRESCRIBED, A WORKER IS PROVIDED WITH WRITTEN INSTRUCTIONS AS TO THE METHODS AND PROCEDURES TO BE TAKEN FOR THE PROTECTION OF THE WORKER.

C. MANAGEMENT

- 1. THIS LEVEL OF THE ORGANIZATION INCLUDES THE CHIEF ADMINISTRATIVE OFFICER AND THE DEPARTMENT HEADS.
- 2. THE HEALTH AND SAFETY RESPONSIBILITIES ATTACHED TO THIS LEVEL INCLUDE THE FOLLOWING:
 - (A) ENSURE THE WORKING ENVIRONMENT IS MAINTAINED IN A HEALTHY AND SAFE CONDITION.
 - (B) ESTABLISH AND MAINTAIN A WRITTEN HEALTH AND SAFETY PROGRAM, WITH OBJECTIVES AND STANDARDS CONSISTENT WITH APPLICABLE LEGISLATION AS A MINIMUM.
 - (C) PROVIDE ONGOING SAFETY EDUCATION THROUGH TRAINING AND SAFETY MEETINGS, INCLUDING BUT NOT RESTRICTED TO WHMIS AND FIRST AID.
 - (D) PROVIDE STANDARD OPERATING PROCEDURES THAT INCLUDE SAFE WORK PRACTICES.
 - (E) EVALUATE THE HEALTH AND SAFETY PERFORMANCE OF SUBORDINATES AND DIVISIONS.
 - (F) PROVIDE FIRST AID FACILITIES AS REQUIRED.
 - (G) ENSURE THAT PERSONAL PROTECTIVE EQUIPMENT, WHERE REQUIRED, IS PROVIDED AND USED.

APPROVED BY:	DATE:
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**TOWN OF PELHAM
CORPORATE ADMINISTRATIVE POLICY AND PROCEDURES MANUAL
HEALTH AND SAFETY**

POLICY # 2
PAGE 3 of 5

- (H) INVESTIGATE AND REPORT ACCIDENTS/CASES OF OCCUPATIONAL DISEASE TO APPROPRIATE AUTHORITY.
- (I) INVESTIGATE AND REPORT INCIDENTS TO APPROPRIATE AUTHORITY.
- (J) ENSURE THAT WORKPLACE INSPECTIONS ARE PERFORMED APART FROM THOSE CONDUCTED BY JHSC/H/S REP.
- (K) CORRECT SUBSTANDARD ACTS OR CONDITIONS.
- (L) COMMEND GOOD HEALTH AND SAFETY PERFORMANCE.
- (M) PERFORM EMPLOYEE SAFETY OBSERVATIONS.
- (N) ACCOUNTABILITY FOR HEALTH AND SAFETY AND THAT EMPLOYEES ARE TO BE REVIEWED ON A REGULAR BASIS.
- (O) PERFORM REGULAR CREW VISITS.
- (P) SET A GOOD EXAMPLE BY ALWAYS WEARING THE APPROPRIATE PPE WHEN REQUIRED.
- (Q) ENSURE THAT ALL SENIOR MANAGEMENT, DEPARTMENTAL, OR LABOUR/MANAGEMENT MEETINGS HAVE HEALTH AND SAFETY AS A TOPIC ON THE AGENDA.
- (R) ENSURE THAT MANAGERS REGULARLY ATTEND STAFF MEETING WHERE HEALTH AND SAFETY IS ON THE AGENDA.
- (S) ENSURE THAT HEALTH AND SAFETY REFERENCE MATERIAL IS READILY AVAILABLE TO SUPERVISORS AND WORKERS.
- (T) ENSURE THAT SAFETY IS A COMPONENT OF YOUR HIRING CRITERIA.
- (U) ENSURE THAT PHYSICAL CAPABILITIES ARE EVALUATED FOR NEW OR TRANSFERRING EMPLOYEES, WHERE REQUIRED.
- (V) ENSURE THAT A PRE-PLACEMENT MEDICAL IS REQUIRED FOR NEW HIRES, WHERE REQUIRED.
- (W) ENSURE THAT A CONTRACT ADMINISTRATOR IS ASSIGNED TO LARGER PROJECTS.
- (X) ENSURE THAT THERE IS A PROGRESSIVE DISCIPLINE SYSTEM THAT INCLUDES HEALTH AND SAFETY INFRACTIONS.

D. SUPERVISORS

1. THIS LEVEL OF THE ORGANIZATION INCLUDES ALL THOSE INDIVIDUALS WHO SUPERVISE THE WORK OF OTHER EMPLOYEES.
2. THE HEALTH AND SAFETY RESPONSIBILITIES ATTACHED TO THIS LEVEL INCLUDE THE FOLLOWING:
 - (A) TAKING CARE OF THE OCCUPATIONAL HEALTH AND SAFETY OF THE EMPLOYEES WITHIN THEIR RESPECTIVE AREA.
 - (B) BEING FAMILIAR WITH THE APPLICABLE REQUIREMENTS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT AND THE REGULATIONS, AND ENSURE COMPLIANCE.
 - (C) UNDERSTANDING AND ENFORCING THE CORPORATION'S HEALTH AND SAFETY POLICIES AND PROCEDURES.
 - (D) ENSURING THAT WORKPLACE INSPECTIONS ARE PERFORMED APART FROM THOSE CONDUCTED BY THE JHSC/H/S REP.
 - (E) ENSURING THAT EMPLOYEES WEAR THE APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT.
 - (F) ADVISING EACH WORKER OF THE EXISTENCE OF ANY POTENTIAL OR ACTUAL DANGER TO THE HEALTH AND SAFETY OF THE WORKER, OF WHICH THE SUPERVISOR IS AWARE.
 - (G) INVESTIGATING AND DETERMINING THE CAUSES OF ALL INCIDENTS/ACCIDENTS AND INITIATE OR RECOMMEND CORRECTIVE ACTION.
 - (H) TAKING EVERY PRECAUTION REASONABLE IN THE CIRCUMSTANCE FOR THE PROTECTION OF A WORKER.

APPROVED BY:	DATE:
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TOWN OF PELHAM
CORPORATE ADMINISTRATIVE POLICY AND PROCEDURES MANUAL
HEALTH AND SAFETY

POLICY # 2

PAGE 4 of 5

- (I) ENSURING WORKERS RECEIVE PROPER INSTRUCTION AND TRAINING, THROUGH SAFETY MEETINGS PRIOR TO THE COMMENCEMENT OF WORK.
- (J) IDENTIFYING AND INFORMING SUPERIORS OF OCCUPATIONAL HEALTH AND SAFETY CONCERNS.
- (K) CORRECTING SUBSTANDARD ACTS OR CONDITIONS.
- (L) COMMENDING GOOD HEALTH AND SAFETY PERFORMANCE.
- (M) PERFORMING EMPLOYEE SAFETY OBSERVATIONS.
- (N) ACCOUNTABLE FOR HEALTH AND SAFETY.
- (O) PERFORMING REGULAR CREW VISITS.
- (P) SETTING A GOOD EXAMPLE BY ALWAYS WEARING THE APPROPRIATE PPE WHEN REQUIRED.
- (Q) ENSURING THAT HEALTH AND SAFETY REFERENCE MATERIALS ARE READILY AVAILABLE TO ALL WORKERS.
- (R) ENSURING THAT SAFETY IS A COMPONENT OF HIRING CRITERIA.

E. WORKERS, CONTRACT/TEMPORARY WORKERS

1. THIS LEVEL OF THE ORGANIZATION INCLUDES ALL WORKERS IN THE WORKPLACE, UP TO AND INCLUDING THE CHIEF ADMINISTRATIVE OFFICER, AS WELL AS THOSE INDIVIDUALS ON THE MUNICIPAL PAYROLL ON A CONTRACT BASIS.
2. THE HEALTH AND SAFETY RESPONSIBILITIES ATTACHED TO THIS LEVEL INCLUDE THE FOLLOWING:
 - (A) LEARNING, UNDERSTANDING AND PRACTICING STANDARD OPERATING PROCEDURES.
 - (B) WORKING SAFELY, WORKING IN COMPLIANCE WITH THE ACT, WEARING PPE, REPORTING HAZARDS, NOT REMOVING GUARDS AND NOT ENGAGING IN PRANKS OR OTHER DANGEROUS CONDUCT.
 - (C) COMPLYING WITH THE CORPORATION'S HEALTH AND SAFETY POLICIES AND PROCEDURES.
 - (D) TAKING EVERY POSSIBLE PRECAUTION TO PROTECT THEMSELVES AND FELLOW WORKERS FROM HEALTH AND SAFETY HAZARDS AND UNSAFE SITUATIONS.
 - (E) REPORTING UNSAFE ACTS OR CONDITIONS TO THEIR SUPERVISOR, HEALTH AND SAFETY COMMITTEE, OR HEALTH AND SAFETY REPRESENTATIVE.
 - (F) REPORTING ANY NEAR-MISS INCIDENT OR LOSS IMMEDIATELY TO THEIR SUPERVISOR.
 - (G) REPORTING ANY OCCUPATIONAL INJURY OR ILLNESS IMMEDIATELY TO THEIR SUPERVISOR.
 - (H) USING PERSONAL PROTECTIVE EQUIPMENT, WHERE REQUIRED.
 - (I) REPORTING ANY CONTRAVENTIONS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT OR REGULATIONS TO THEIR SUPERVISOR OR EMPLOYER.
 - (J) PARTICIPATING IN PERFORMANCE APPRAISALS THAT INCLUDE HEALTH AND SAFETY.
 - (K) RECOGNIZED FOR ONGOING INITIATIVES TO IMPROVE SAFETY PERFORMANCE.
 - (L) INCLUDED AS PART OF SPECIAL STUDY TEAMS TO REVIEW TOOL DESIGN AND NEW OR EXISTING WORK PROCEDURES.
 - (M) INCLUDED IN THE DEVELOPMENT OF NEW POLICIES AND PROCEDURES.

F. CONTRACTORS AND SUB-CONTRACTORS

1. THIS CLASSIFICATION IS EXTERNAL TO THE CORPORATION AND INCLUDES ALL THOSE INDIVIDUALS OR ORGANIZATIONS WORKING ON A CONTRACT FOR THE CORPORATION.
2. THE HEALTH AND SAFETY RESPONSIBILITIES ATTACHED TO THIS CLASSIFICATION INCLUDE THE FOLLOWING:

APPROVED BY:	DATE:
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TOWN OF PELHAM
CORPORATE ADMINISTRATIVE POLICY AND PROCEDURES MANUAL
HEALTH AND SAFETY

POLICY # 2
PAGE 5 of 5

- (A) DEMONSTRATE THE ESTABLISHMENT AND MAINTENANCE OF A HEALTH AND SAFETY PROGRAM, WITH OBJECTIVES AND STANDARDS; PROVIDE QUALIFIED WORKERS; AND MEET ALL APPLICABLE LEGISLATION.
- (B) ARE HELD ACCOUNTABLE FOR THEIR HEALTH AND SAFETY PERFORMANCE.
- (C) PROVIDE A WSIB CLEARANCE CERTIFICATE OR EQUIVALENT INSURANCE.
- (D) ENSURE THE WORKERS IN THEIR EMPLOY ARE AWARE OF THE HAZARDOUS SUBSTANCES AND HAZARDS THAT MAY BE IN THE WORKPLACE AND WEAR THE APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT REQUIRED FOR THE AREA.

3. THIS SECTION WILL BE INCLUDED IN ALL CONTRACTS TENDERED AND PROOF OF THE ABOVE MAY BE REQUIRED BY THE CORPORATION AT ANY TIME FROM TENDERING TO PROJECT COMPLETION.

G. HEALTH AND SAFETY OFFICER

1. THIS LEVEL OF THE ORGANIZATION INCLUDES ALL THOSE INDIVIDUALS WHO HAVE HEALTH AND SAFETY AS A PART-TIME, OR FULL-TIME RESPONSIBILITY OR FUNCTION.

2. THE HEALTH AND SAFETY RESPONSIBILITIES ATTACHED TO THIS LEVEL INCLUDE THE FOLLOWING:

- (A) FORMULATE AND IMPLEMENT THE CORPORATION'S HEALTH AND SAFETY PROGRAMS.
- (B) ESTABLISH AND IMPLEMENT POLICIES AND PROCEDURES TO ENSURE COMPLIANCE WITH PROVINCIAL LEGISLATION (OCCUPATIONAL HEALTH AND SAFETY ACT AND WORKPLACE SAFETY AND INSURANCE ACT).
- (C) COORDINATE ACTIVITIES WITH JOINT HEALTH AND SAFETY COMMITTEE.
- (D) REPRESENT THE CORPORATION WHEN MEETING WITH MINISTRY OF LABOUR.
- (E) COORDINATE AND DELIVER SAFETY TRAINING AND EDUCATION FOR WORKERS.
- (F) ASSIST IN CONDUCTING ACCIDENT/INCIDENT INVESTIGATIONS.
- (G) RECEIVED TRAINING IN SAFETY LEGISLATION, INCIDENT INVESTIGATION, AND WORKPLACE INSPECTIONS, OR BASIC CERTIFICATION.
- (H) REPORT DIRECTLY TO A TOP MANAGEMENT OFFICIAL.

H. VISITORS AND GENERAL PUBLIC

1. THIS CLASSIFICATION IS EXTERNAL TO THE CORPORATION'S ORGANIZATION AND INCLUDES ALL THOSE INDIVIDUALS OR ORGANIZATIONS NOT IDENTIFIED IN THE ABOVE CLASSIFICATIONS.

2. WHERE APPROPRIATE, SIGNS WILL BE POSTED AT ENTRANCES TO INFORM VISITORS AND THE GENERAL PUBLIC ABOUT RESTRICTED ACCESS OR THE REQUIREMENT TO REPORT TO A RECEPTIONIST BEFORE PROCEEDING FURTHER.

3. VISITORS AND GENERAL PUBLIC WILL NOT BE ALLOWED TO WANDER UNESCORTED, THROUGH AREAS THAT ARE NORMALLY RESTRICTED TO EMPLOYEES.

4. IN THE EVENT THAT A VISITOR IS REQUIRED TO ENTER A WORK AREA THAT IS NORMALLY RESTRICTED TO EMPLOYEES:

- (A) THE SUPERVISOR WILL BE RESPONSIBLE FOR ENSURING THAT THE VISITOR IS AWARE OF THE RELEVANT WORKPLACE SAFETY RULES AND IS UNDER THE SUPERVISION OF A REGULAR EMPLOYEE.
- (B) ANY AND ALL REQUIRED PERSONAL PROTECTIVE EQUIPMENT WILL BE USED BY THE VISITOR.

APPROVED BY:	DATE:
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Solution Title:	Transitional Return To Work Policy Statement	
Council Approved:		S ____ - ____

HOW MIGHT WE:

HOW MIGHT THE TOWN OF PELHAM provide a prompt early and safe return to work for all workers who have sustained a workplace injury or illness. Promote the value, importance of Transitional Return to Work and the consistent compliance with the transitional return to work directive.

KEY FACTS:

Workplace Safety and Insurance Act:

The Town of Pelham will comply with all the legislation outlined in the WSIA (Workplace Safety and Insurance Act) and ensure that all workplace parties understand, and have the knowledge to comply with their individual duties & responsibilities.

The WSIB Operational Policy:

The WSIB Operational Policy Manual provides comprehensive policies regarding the work transition or reintegration regarding employees injured as a result of a workplace injury arising out of and in the course of employment.

Return to Work is legislated and the key resource for employers to mitigate lost time and assist in increasing productivity, reducing turnover and improving morale.

Under the Return to Work Legislation the employer has a duty within reasonable limits to endeavor to provide a suitable transitional return to work plan to the injured worker promptly within the employee's functional abilities when possible restoring his/her pre-injury earnings, maintain communication with the injured employee, and provide information as the WSIB may request.

The Workplace Safety and Insurance Act and WSIB Operational Policy also prescribe health care providers with the responsibility to assist all workplace parties towards facilitating a return to work by providing the injured employee's functional abilities.



Solution Title:	Transitional Return To Work Policy Statement	
Council Approved:		S ____ - ____

MISSION:

The Town of Pelham will work with health care providers, employees, and WSIB to facilitate the employee's successful rehabilitative return to work as soon as possible in a fair, safe, consistent, productive and efficient manner while also minimizing the potential financial burden on injured workers & minimizing both physical and psychological issues often associated with disability management.

SOLUTION STATEMENT:

A workplace injury can have far reaching effects on the injured employee, the employer and the workplace culture.

The Town of Pelham is committed to providing a prompt and safe transitional return to work for all injured employees within their abilities and cooperatively working with the injured employee, WSIB and health care providers throughout the recovery process toward achieving the injured employee's successful return to pre-injury regular work.

The Town of Pelham will develop a Transitional Return to Work Directive outlining purpose, how responsibilities and roles will be communicated, training outline, the evaluation and ongoing improvement of the TRTW (transitional return to work) directive.

All workplace parties shall comply with the Transitional Return to Work Directive located in the Health and Safety binder at each workplace location.