

**THE CORPORATION OF THE TOWNSHIP OF ESSA  
REGULAR COUNCIL MEETING  
WEDNESDAY, JANUARY 17, 2024  
(To follow Committee of the Whole)**

**AGENDA**

Members of the public wishing to attend can do so by attending in person to the Council Chambers located in the Administration Centre at 5786 County Road 21, Utopia.

**1. OPENING OF MEETING BY THE MAYOR**

**2. DISCLOSURE OF PECUNIARY INTEREST**

**3. ADOPTION OF PREVIOUS MINUTES AND MOTIONS**

p. 1 Recommendation: **BE IT RESOLVED THAT** the motions duly passed and approved at the Special Budget and Committee of the Whole meeting of this date be approved; and  
**THAT** the minutes of the Special, Special Closed Session, Committee of the Whole, Regular Council and Closed Session meetings held on the 20<sup>th</sup> day of December, 2023 be adopted as circulated.

**4. CONSENT AGENDA**

Recommendation: **BE IT RESOLVED THAT** the items listed in the Consent Agenda dated January 17, be received for information, and that the necessary actions be taken.

**5. COMMITTEE REPORTS**

p. 14 **a. Minutes of the Essa Public Library Board**

Recommendation: **BE IT RESOLVED THAT** the minutes of the Essa Public Library Board from their meeting of November 27, 2023, be received.

p. 16 **b. Minutes of the Traffic Advisory Committee**

Recommendation: **BE IT RESOLVED THAT** the minutes of the Traffic Advisory Committee from their meeting of January 10, 2024, be received.

**6. PETITIONS**

**7. MOTIONS AND NOTICES OF MOTIONS**

**8. UNFINISHED BUSINESS**

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**9. BY-LAWS**

p. 19 **a. By-law 2024-01 Parking By-law Amendment**

Recommendation: **BE IT RESOLVED** that leave be granted to introduce By-law 2024-01, that being a By-law to amend Essa's parking By-law 2005-96; and, that said By-law be read a first, and taken as read a second and third time and finally passed.

p. 23 **b. By-law 2024-02 Zoning By-law Amendment – 7281 9<sup>th</sup> Line**

Recommendation: **BE IT RESOLVED** that leave be granted to introduce By-law 2024-02, that being a By-law to amend Essa's Zoning By-law 2003-50; and, that said By-law be read a first, and taken as read a second and third time and finally passed.

p. 25 **c. By-law 2024-03 Zoning By-law Amendment – 190 Mill Street**

Recommendation: **BE IT RESOLVED** that leave be granted to introduce By-law 2024-03, that being a By-law to amend Essa's Zoning By-law 2003-50; and, that said By-law be read a first, and taken as read a second and third time and finally passed.

p. 28 **d. By-law 2024-04 Nottawasaga Valley Conservation Authority MOU**

Recommendation: **BE IT RESOLVED** that leave be granted to introduce By-law 2024-04, that being a By-law to authorize entering into an MOU with the NVCA for a one-year term; and, that said By-law be read a first, and taken as read a second and third time and finally passed.

p. 45 **e. By-law 2024-05 Purchase of Part of 366 Mill Street**

Recommendation: **BE IT RESOLVED** that leave be granted to introduce By-law 2024-05, that being a By-law to purchase part of 366 Mill Street; and, that said By-law be read a first, and taken as read a second and third time and finally passed.

p. 47 **f. By-law 2024-06 Integrity Commissioner Appointment**

Recommendation: **BE IT RESOLVED** that leave be granted to introduce By-law 2024-06, that being a By-law to appoint ADR Chambers as Integrity Commissioner; and, that said By-law be read a first, and taken as read a second and third time and finally passed.

**10. QUESTIONS**

**11. CLOSED SESSION**

**12. CONFIRMATION BY-LAW**

p. 58 a. **By-law 2024-07**

Recommendation: **BE IT RESOLVED THAT** leave be granted to introduce By-law 2024-07, that being a By-law to confirm the proceedings of the Committee of the Whole, Special Budget and Council meetings held on this 17<sup>th</sup> day of January, 2024; and, that said By-law be read a first, and taken as read a second and third time and finally passed.

**13. ADJOURNMENT**

Recommendation: **BE IT RESOLVED THAT** this meeting of Council of the Township of Essa adjourn at \_\_\_\_\_ p.m. to meet again on the 7<sup>th</sup> day of February, 2024 at 6:00 p.m.

**THE CORPORATION OF THE TOWNSHIP OF ESSA  
SPECIAL MEETING – 2024 CAPITAL AND OPERATING BUDGET  
WEDNESDAY DECEMBER 20, 2023**

**MINUTES**

A Special Meeting of Council was held in person on Wednesday December 20, 2023 in the Council Chambers of the Administration Centre, Township of Essa.

In attendance: Mayor Sandie Macdonald  
Deputy Mayor Michael Smith  
Councillor Pieter Kiezebrink  
Councillor Henry Sander (4:06 p.m.)  
Councillor Liana Maltby

Staff in attendance: C. Healey-Dowdall, CAO  
M. Mikael, Manager of Public Works/Deputy CAO  
D. Dollmaier, Manager of Finance  
S. Haniff, Manager of Planning  
P. Granes, Chief Building Official  
C. Rankin, Manager of Parks and Recreation  
L. Wark, CEO – Essa Public Library  
D. Burgin, Fire Chief  
G. McNamara, Deputy Fire Chief  
S. Corbett, Deputy Clerk  
L. Lehr, Manager of Legislative Services

**1. OPENING OF MEETING BY THE MAYOR**

Mayor Macdonald opened the Budget meeting at 4:01 p.m.

**2. DISCLOSURE OF PECUNIARY INTEREST**

Deputy Mayor Smith declared an indirect interest on Items Item 4(b) (Closed Session) and 5(d) as he has familial relations with a member of the Parks and Recreation Department.

**3. 2024 DRAFT BUDGET (Refer to separate binder)**

**a. PowerPoint Presentation by Staff**

**i. 2024 Operating Budget**

The Manager of Finance reviewed changes that were made in the third draft of the 2024 Operating Budget. She advised that the total operational impact on the 2024 Tax Levy (since November 15, 2023), with all changes, was approximately \$86,005.67 in additional expenses.

ii. **2024 Capital Budget**

The Manager of Finance reviewed changes that were made in the third draft of the 2024 Capital Budget. She advised that the total capital impact on the 2024 Tax Levy (since November 15, 2023), with all changes, was approximately \$60,000.00 in additional expenses.

iii. **Reserves**

The Manager of Public Works/Deputy CAO provided Council with an overview of reserve funds.

4. **CLOSED SESSION**

The Clerk delegated the powers and duties as assigned under section 228(4) of the *Municipal Act, 2001*, to the Chief Administrative Officer for the Closed Session portion of the Budget Meeting, and the remainder of the Special (Budget) Meeting thereafter.

**Resolution No: SCW035-2023 Moved by: Smith Seconded by: Maltby**

*Be it resolved that Council move to Closed Session in order address matters pertaining to:*

a. **Confidential Staff Report CAO033-23, re: Staff Compensation as it relates to Management.**

- *Personal Matters about Identifiable Individual [s.239(2)(b)]*
- *Labour Relations or Employee Negotiations [s.239(2)(d)]*

b. **Confidential Staff Report CAO035-23, re: Staff Compensation as it relates to Non-Management.**

- *Personal Matters about Identifiable Individual [s.239(2)(b)]*
- *Labour Relations or Employee Negotiations [s.239(2)(d)]*

**----Carried----**

Council proceeded into Closed Session Deliberations at 4:44 p.m.

Deputy Mayor Smith recused himself from Council Chambers for Closed Session Deliberations of Item 4(b). He did not participate in discussion nor vote on the Item.

Council reconvened in the Special Budget Meeting at 5:57 p.m.

**Resolution No: SCW036-2023 Moved by: Smith Seconded by: Maltby**

***BE IT RESOLVED THAT this Special Meeting of the Council of the Township of Essa held on the 20<sup>th</sup> day of December, 2023, adjourn at 5:57 p.m. to reconvene following the Regular Council meeting of this date.***

**----Carried----**

Council reconvened the Special Budget Meeting following the close of the Regular Council meeting at 7:10 p.m.

Council reconvened into Closed Session Deliberations at 7:12 p.m.

**Motion to Rise and Report from Closed Session Meeting of December 20, 2023**

**Resolution No: SCW037-2023 Moved by: Smith Seconded by: Maltby**

***BE IT RESOLVED THAT Council rise and report from the Special Council Closed Session Meeting at 7:53 p.m.***

**----Carried----**

- a. **PERSONAL MATTERS ABOUT AN IDENTIFIABLE INDIVIDUAL [s.239(2)(b)]  
LABOUR RELATIONS OR EMPLOYEE NEGOTIATIONS [s.239(2)(d)]  
Confidential Staff Report CAO033-23 submitted by the Chief Administrative Officer, re: Staff Compensation as it relates to Management.**

**Resolution No: SCW038-2023 Moved by: Kiezebrink Seconded by: Maltby**

***BE IT RESOLVED THAT Confidential Staff Report CAO033-23 be received; and That Council direct Staff as contained within the body of this Confidential Report, except as it relates to non-management.***

**----Carried----**

Deputy Mayor Smith recused himself from Council Chambers for Closed Session Item 4(b). He did not vote on the Item, nor participate in any discussion on the matter.

- b. **PERSONAL MATTERS ABOUT AN IDENTIFIABLE INDIVIDUAL [s.239(2)(b)]  
LABOUR RELATIONS OR EMPLOYEE NEGOTIATIONS [s.239(2)(d)]  
Confidential Staff Report CAO035-23 submitted by the Chief Administrative Officer, re: Staff Compensation as it relates to Non-Management Staff.**

**Resolution No: SCW039-2023 Moved by: Maltby Seconded by: Kiezebrink**

***BE IT RESOLVED THAT Confidential Staff Report CAO035-23 be received; and That Council direct staff in accordance with the direction as discussed in the Confidential Report.***

**----Carried----**

Deputy Mayor Smith resumed his seat in Council Chambers.

**STAFF REPORTS AND MEMORANDUMS****5. FINANCE****a. Allocation of PILT (Payments In Lieu of Taxes) Funding****Resolution No: SCW040-2023 Moved by: Kiezebrink Seconded by: Sander**

**BE IT RESOLVED THAT** Council accept the one-time 2023 Municipal PILT Mitigation Payment as presented by the Provincial Government in recognition of revenue implications of the federal decision relating to Ontario Regulation 400/98 in the amount of \$704,215.00; and

**THAT** Council approves allocation of these funds to the Township's Asset Management Plan Reserve G/L 02-80-002-060-3581.

----Carried----

**b. Fire Department Training Reserve****Resolution No: SCW041-2023 Moved by: Smith Seconded by: Kiezebrink**

**BE IT RESOLVED THAT** Council approve a transfer of \$10,000.00 from the Fire Department Training Reserve G/L 02-80-002-060-3561 to the Fire Department Capital Budget for use in 2024 for the purchase of sea containers needed for storage of equipment and fire safety apparatus.

----Carried----

**c. Allocation of 2023 Bank Interest****Resolution No: SCW042-2023 Moved by: Sander Seconded by: Smith**

**BE IT RESOLVED THAT** Council approve the allocation of bank interest earned in 2023 in the amount of \$1,630,000.00 into the Asset Management Reserve G/L 02-80-002-060-3581, for future Capital Development.

----Carried----

Deputy Mayor Smith recused himself from Council Chambers for Item 5(d). He did not vote on the Item, nor participate in any discussion on the matter.

**d. Staff Report TR026-23 submitted by the Manager of Finance, re: 2024 Capital and Operating Budget - Parks and Recreation Department**

This Item was deferred to January 17, 2024.

**e. Staff Report TR027-23 submitted by the Manager of Finance, re: 2024 Capital and Operating Budget**

This Item was deferred to January 17, 2024.

Deputy Mayor Smith resumed his seat for the remainder of the meeting.

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6. **ADJOURNMENT**

**Resolution No: SCW043-2023 Moved by: Smith Seconded by: Kiezebrink**

***BE IT RESOLVED THAT this Special Meeting of the Council of the Township of Essa held on the 20<sup>th</sup> day of December, 2023, adjourn at 8:24 p.m. to reconvene on January 17, 2024 at 5:45 p.m.***

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Sandie Macdonald, Mayor

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Colleen Healey-Dowdall, CAO



**THE CORPORATION OF THE TOWNSHIP OF ESSA  
COMMITTEE OF THE WHOLE MEETING  
WEDNESDAY, DECEMBER 20, 2023**

**MINUTES**

A Committee of the Whole meeting was held in person on Wednesday December 20, 2023 in the Council Chambers of the Administration Centre, Township of Essa.

In attendance: Mayor Sandie Macdonald  
Deputy Mayor Michael Smith  
Councillor Pieter Kiezebrink  
Councillor Henry Sander  
Councillor Liana Maltby

Staff in attendance: C. Healey-Dowdall, CAO  
S. Haniff, Manager of Planning  
C. Rankin, Manager of Parks and Recreation  
D. Dollmaier, Manager of Finance  
P. Granes, CBO  
S. Corbett, Deputy Clerk  
L. Lehr, Manager of Legislative Services

**1. OPENING OF MEETING BY THE MAYOR**

Mayor Macdonald opened the meeting at 6:00 p.m.

The Township of Essa acknowledges that we are situated on land within the area of Treaty 18, also known as the Lake Simcoe-Nottawasaga Treaty, signed on October 17, 1818 between the Government of Upper Canada and the Anishinaabe Indigenous peoples. The Anishinaabe include the Ojibwe, Odawa and Pottawatomi Nations collectively known as the Three Fires Confederacy. We are dedicated to honoring Indigenous history and culture and committed to moving forward in the spirit of reconciliation and respect with all First nation, Metis and Inuit People.

**2. DISCLOSURE OF PECUNIARY INTEREST**

**3. DELEGATIONS / PRESENTATIONS / PUBLIC MEETINGS**

**a. Delegation**

**CONTACT Community Services – Sam Bertuzzi, Housing Specialist**

Sam Bertuzzi, Housing Specialist, from CONTACT provided Council with a presentation outlining their services and seeking Council support in 2024 on how to best support the residents of Essa.

**STAFF REPORTS**

**4. PLANNING AND DEVELOPMENT**

- a. **Staff Report PD034-23 submitted by the Development Planner, re: Committee of Adjustment – Activity Report 2023.**

**Resolution No: CW132-2023 Moved by: Kiezebrink Seconded by: Smith**

*BE IT RESOLVED THAT Staff Report PD034-23 be received for information purposes.*

**----Carried-----**

- b. **Staff Report PD035-23 submitted by the Development Planner, re: Committee of Adjustment – Appointment of Member.**

**Resolution No: CW133-2023 Moved by: Smith Seconded by: Maltby**

*BE IT RESOLVED THAT Staff Report PD035-23 be received; and THAT Council reappoint Councillor Sander to the Committee of Adjustment for 2024.*

**----Carried-----**

- c. **Staff Report PD036-23 submitted by the Manager of Planning and the Development Planner, re: Planning Department – Year End Report 2023.**

**Resolution No: CW134-2023 Moved by: Sander Seconded by: Kiezebrink**

*BE IT RESOLVED THAT Staff Report PD036-23 be received for information purposes.*

**----Carried-----**

- d. **Staff Report PD037-23 submitted by the Manager of Planning and the Development Planner, re: Housekeeping By-law 2023.**

**Resolution No: CW135-2023 Moved by: Sander Seconded by: Kiezebrink**

*BE IT RESOLVED THAT BE IT RESOLVED THAT Staff Report PD037-23 be received; and*

*THAT Council approve an amendment to the Township’s Zoning By-law (2003-50) in relation to the following items:*

- i) *To amend ‘Section 3: Definitions’ to apply the term “Townhouse” to the current “Rowhouse” definition to make the terms synonymous within our By-law;*
- ii) *To amend ‘Section 3: Definitions’ to add the term “Multi-Unit Dwelling”. A Multi-Unit Dwelling shall mean a residential building, containing three or more dwelling units but shall not include an apartment dwelling or a converted dwelling;*
- iii) *To amend ‘Section 6.3 – Zone Regulations’ to add a footnote to the existing Zone Regulations (Table in Section 6.3) under Section 6 (Agricultural – A Zone);*
- iv) *To rezone lands municipally known as 5901 Country Road 56 to be rezoned from the ‘Agricultural (A) Zone’ to the ‘Agricultural with Special Provisions (A-1)*

*Zone' on the retained lot following a recent Consent (severance) in order to restrict further residential development;*

- v) *To amend 'Section 10.4 – Special Provisions' to change the Special Provision numbers in Section 10.4 of Section 10 (Residential, Low Density, Semi-Detached – R2) for special provision R2-11 and R2-12 which were assigned existing Special Provisions numbers as a result of a clerical error. The previously named R2-11 and R2-12 will be changed to R2-12 and R2-14 respectively;*
- vi) *To amend 'Section 12: Residential, Medium Density Group Homes (R4) Zone' to rename the R4 Zone from 'Residential, Medium Density, Multi-unit (R4) Zone';*
- vii) *To amend 'Section 14: Permitted Uses for Residential Zones' to include multiple changes; and*
- viii) *To remove 'Section 4.36.3 – Landscape Buffer Between Ingress and Egress Points'.*

----Carried-----

- e. **Staff Report PD038-23 submitted by the Manager of Planning submitted by the Manager of Planning, re: Electric Vehicle Chargers – Final Construction.**

**Resolution No: CW136-2023 Moved by: Maltby Seconded by: Smith**

***BE IT RESOLVED THAT Staff Report PD038-23 be received for information purposes.***

----Carried-----

- f. **Staff Report PD039-23 submitted by the Policy Planner, re: 190 Mill Street Zoning By-law Amendment (Z13-23).**

**Resolution No: CW137-2023 Moved by: Smith Seconded by: Sander**

***BE IT RESOLVED THAT Staff Report PD039-23 be received; and THAT Council approve an amendment to the Township's Zoning By-law (2003-50) for lands municipally known as 190 Mill Street to be rezoned from "Core Commercial (C2) Zone" to "Core Commercial with Special Provisions (C2-4)".***

----Carried-----

**5. PARKS AND RECREATION / COMMUNITY SERVICES**

**6. FIRE AND EMERGENCY SERVICES**

**7. PUBLIC WORKS**

8. FINANCE

- a. Staff Report TR025-23 submitted by the Manager of Public Works/Deputy CAO and the Manager of Finance/Treasurer, re: Asset Retirement Obligation Policy.

Resolution No: CW138-2023 Moved by: Sander Seconded by: Kiezebrink

*BE IT RESOLVED THAT Staff Report TR025-23 be received; and THAT Council adopts the Asset Retirement Obligation Policy.*

----Carried----

9. CLERKS / BY-LAW ENFORCEMENT / IT

- a. Staff Report C025-23 submitted by the Manager of Legislative Services, re: Integrity Commissioner Services.

Resolution No: CW139-2023 Moved by: Kiezebrink Seconded by: Maltby

*BE IT RESOLVED THAT Staff Report C025-23 be received; and THAT Council direct staff to prepare a By-law to enter into an agreement for Integrity Commissioner Services with ADR Chambers.*

----Carried----

- b. Staff Report C026-23 submitted by the Manager of Legislative Services, re: Proposed Amendments – Parking By-law 2005-96.

Resolution No: CW140-2023 Moved by: Smith Seconded by: Kiezebrink

*BE IT RESOLVED THAT Staff Report C026-23 be received; and THAT Council authorize Staff to engage with the Ministry of Attorney General to increase the Early Payment and/or Set Fines associated with “Winter Parking Restrictions”; and THAT Council consider approving amendments to Essa’s Parking By-law to include provisions specific to:*

- The prohibition of vehicles parked on the road system opposite to the flow of traffic;
- Vehicles Parking in EV Charging Station Parking Spaces where they are not charging their vehicle;
- No parking (at any time) on the North Side of River Drive from Mill Street to Park Road, with signage to be installed;
- The requirement for vehicles parked in municipal parking lots to move on a regular basis (ie: once every 24 hours); and

*THAT the appropriate By-law to amend Essa’s Parking By-law 2005-96 be presented to Council for passage at its regular meeting scheduled on January 17, 2024; and THAT Council direct staff to investigate implementation of an Administrative Monetary Penalty System for its Parking By-law, with a report to come forward in 2024.*

----Carried----

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

11. OTHER BUSINESS

- Mayor Macdonald thanked staff for their hard work and dedication and wished everyone Happy Holidays and all the best in the New Year.

12. ADJOURNMENT

Resolution No: CW141-2023 Moved by: Smith      Seconded by: Sander

*BE IT RESOLVED THAT this meeting of Committee of the Whole of the Township of Essa adjourn at 6:40 p.m., to meet again on the 17<sup>th</sup> day of January, 2024 at 6:00 p.m.*

----Carried-----

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Sandie Macdonald  
Mayor

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Lisa Lehr  
Manager of Legislative Services

**THE CORPORATION OF THE TOWNSHIP OF ESSA  
REGULAR COUNCIL MEETING  
WEDNESDAY, DECEMBER 20, 2023**

**MINUTES**

The Regular Meeting of Council was held in person on Wednesday December 20, 2023, following the Committee of the Whole in the Council Chambers of the Administration Centre, Township of Essa.

In attendance: Mayor Sandie Macdonald  
Deputy Mayor Michael Smith  
Councillor Pieter Kiezebrink  
Councillor Henry Sander  
Councillor Liana Maltby

Staff in attendance: C. Healey-Dowdall, CAO  
M. Mikael, Manager of Public Works/Deputy CAO  
S. Haniff, Manager of Planning  
C. Rankin, Manager of Parks and Recreation  
D. Dollmaier, Manager of Finance  
P. Granes, CBO  
S. Corbett, Deputy Clerk  
L. Lehr, Manager of Legislative Services

**1. OPENING OF MEETING BY THE MAYOR**

Mayor Macdonald opened the meeting at 6:40 p.m.

**2. DISCLOSURE OF PECUNIARY INTEREST**

Deputy Mayor Smith declared an interest on Item 9(a) as he has a family member who runs a Bed and Breakfast within the Township.

**3. ADOPTION OF PREVIOUS MINUTES AND MOTIONS**

**Resolution No: CR237-2023 Moved by: Smith Seconded by: Maltby**

***BE IT RESOLVED THAT BE IT RESOLVED THAT*** the motions duly passed and approved at the Committee of the Whole meeting of this date be approved; and ***THAT*** the minutes of the Committee of the Whole, Public, and Regular Council meetings held on the 6<sup>th</sup> day of December, 2023 be adopted as circulated.

----Carried-----

**4. CONSENT AGENDA**

**Resolution No: CR238-2023 Moved by: Maltby Seconded by: Smith**

***BE IT RESOLVED THAT THAT*** the items listed in the Consent Agenda dated December 20, 2023 be received for information, and that the necessary actions be taken.

----Carried-----

- 5. COMMITTEE REPORTS
- 6. PETITIONS
- 7. MOTIONS AND NOTICES OF MOTIONS
- 8. UNFINISHED BUSINESS
- 9. BY-LAWS

Deputy Mayor Smith declared an interest on Item 9(a). He recused himself from Council Chambers and did not vote or participate in any discussion on this Item.

**a. By-law 2023-74 Zoning By-law Amendment (Definitions - STA)**

**Resolution No: CR239-2023 Moved by: Kiezebrink Seconded by: Sander**

*BE IT RESOLVED that leave be granted to introduce By-law 2023-74, that being a By-law to amend Essa's Zoning By-law 2003-50 to provide for Short Term Accommodation provisions; and, that said By-law be read a first, and taken as read a second and third time and finally passed.*

----Carried-----

Deputy Mayor Smith resumed his seat for the remainder of the meeting.

**b. By-law 2023-75 Zoning By-law Amendment – Housekeeping**

**Resolution No: CR240-2023 Moved by: Maltby Seconded by: Sander**

*BE IT RESOLVED that leave be granted to introduce By-law 2023-75, that being a housekeeping By-law to amend Essa's Zoning By-law 2003-50; and, that said By-law be read a first, and taken as read a second and third time and finally passed.*

----Carried-----

10. QUESTIONS

11. CLOSED SESSION

**Resolution No: CR241-2023 Moved by: Smith Seconded by: Maltby**

*BE IT RESOLVED THAT Council proceed to a Closed Session in order to address matters pertaining to:*

- a) Confidential Staff Report CAO034-23 – Staff Matter
  - Personal Matters About an Identifiable Individual [s.239(2)(b)]

----Carried-----

**Motion to Rise and Report from Closed Session Meeting of December 20, 2023.**

**Resolution No: CR242-2023 Moved by: Smith Seconded by: Sander**

***BE IT RESOLVED THAT Council rise and report from the Closed Session Meeting at 6:51 p.m.***

**----Carried----**

- a. **PERSONAL MATTERS ABOUT AN IDENTIFIABLE INDIVIDUAL [s.239(2)(b)]  
Confidential Staff Report CAO034-23 submitted by CAO, re: Staff Matter**

**Resolution No: CR243-2023 Moved by: Kiezebrink Seconded by: Maltby**

***BE IT RESOLVED THAT Confidential Staff Report CAO034-23 regarding personal matters about identifiable individuals be received: and THAT Council direct staff in accordance with Option 2 as contained within the body of the Report.***

**12. CONFIRMATION BY-LAW**

- a. **By-law 2023-76**

**Resolution No: CR244-2023 Moved by: Smith Seconded by: Sander**

***BE IT RESOLVED THAT leave be granted to introduce By-law 2023-76, that being a By-law to confirm the proceedings of the Committee of the Whole, Special Budget, and Council meetings held on this 20<sup>th</sup> day of December, 2023; and, that said By-law be read a first, and taken as read a second and third time and finally passed.***

**----Carried----**

**13. ADJOURNMENT**

**Resolution No: CR2045-2023 Moved by: Smith Seconded by: Sander**

***BE IT RESOLVED THAT this meeting of Council of the Township of Essa adjourn at 6:53 p.m. to meet again on the 17<sup>th</sup> day of January, 2024 at 6:00 p.m.***

**----Carried----**

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Sandie Macdonald  
Mayor

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Lisa Lehr  
Manager of Legislative Services



Essa Public Library Board  
Minutes  
Monday, November 27, 2023, 7:00pm  
Virtual Meeting

Directors Present: J. Bushey; C. Cryer, Vice-Chair; J. Hunter, Chair; L. Maltby, Council Representative

Directors Absent with Regret: S. Hyatt ; R. Tracey

Staff Present: L. Wark, CEO/Secretary/Treasurer; G. Newbatt, Manager of Library Services

1. Call to Order at 7pm by Chair, J. Hunter.
2. Respect and Acknowledgement Declaration: (J. Hunter)  
*Essa Public Library Board acknowledges that we are situated on the traditional land of the Anishnaabeg people. We acknowledge the enduring presence of First Nations, Métis and Inuit people on this land and are committed to moving forward in the spirit of reconciliation and respect.*
3. Approval of the Agenda  
2023:046 Moved: CC Seconded: JB Carried  
*THAT the Agenda for November 27, 2023 be approved as circulated.*
4. No Conflicts of Interest are declared for proceedings before this Board.
5. Minutes of the Preceding Regular Meeting  
2023:047 Moved: LM Seconded: JB Carried  
*THAT the October 23, 2023 Regular Meeting Minutes be approved as circulated.*
6. Business Arising from past Minutes: Re item 13. Library Board and Staff Holiday Groove gathering at Angus Branch at 4pm on December 8th.
7. Communications:
  - 7.1 Simcoe Reads turns the page on another successful competition - Barrie News  
Barrietoday.com (20 Oct)
  - 7.2 OLA Statement on School Boards banning books (1 Nov)
  - 7.3 Wiggles and Giggles Facebook Reviews (14 Nov)
8. Chairperson's Remarks
9. Treasurer Report:
  - 9.1 Actual vs Budget Year to Date from Essa Treasury 21Nov2023
  - 9.2 Development Charges: balance owing on the Angus Branch Debt Repayment is \$10,350.00; \$9,000 will be applied in 2023 with \$1,350 remaining in 2024.
  - 9.3 Council received the 2024 Budget Estimates from the Library Board on Nov 1st, followed by a corrected version on Nov 15<sup>th</sup>.

2023:048 Moved: CC Seconded: JB Carried  
*THAT the Library Board receives the Treasurer's Report, including the Budget Comparison to November 21st as circulated.*

- 10. CEO Report, November 2023
  - 10.1 October Library Report (Nakeff)
  - 10.2 Manager Report (Newbatt)
  - 10.3 EPL & NPSS Working Committee minutes for October 2023
  - 10.4 Beyond Books: Librarian's job is an ever-evolving role. BarrieToday.com (12 Nov)

2023:049      Moved: JB                                      Seconded: LM                                      Carried  
*THAT the Library Board receives the CEO Report as circulated.*

- 11. Ontario Library Service (OLS) Trustee Report (R. Tracey): Fall 2023 Board Assemblies.

- 12. Library Board Policy Review:
  - 12.1 Human Resources, EPL HR:012 Staff Training and Development Policy
  - 12.2 Library Services, EPL LS:008 Young Adult Services Policy
  - 12.3 Library Services, EPL LS:009 Public Computer Use and Internet Access
  - 12.4 Library Services, EPL LS:010 Programming Policy
  - 12.5 Library Services, EPL LS:016 Community Information Policy
  - 12.6 Library Services, EPL LS:017 Resource Sharing Policy

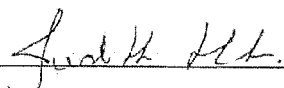
2023:050      Moved: CC                                      Seconded: JB                                      Carried  
*THAT the Library Board receives and approves updates to Human Resources Policy, EPL HR:012 Staff Training and Development Policy, and Library Services Policies, EPL LS:008 Young Adult Services, EPL LS:009 Public Computer Use and Internet Access, EPL LS:010 Programming Policy, EPL LS:016 Community Information Policy, EPL LS:017 Resource Sharing as circulated.*

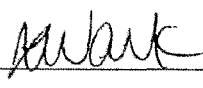
- 13. Other Business:
  - 13.1 Discussion of Library Program registration and capacity numbers. If someone can not attend a program, they should contact library staff who will invite someone on a Waitlist.
  - 13.2 Library Board members will participate in the Library's Food Drive for the Food Bank from December 4-11.

- 14. Next meeting: Monday, December 18th, 7pm - virtual

- 15. Adjournment  
 2023:051      Moved: CC                                      Carried  
*THAT the Meeting be adjourned at 7:44pm.*

APPROVED: December 18, 2023

  
 \_\_\_\_\_  
 Chair: Judith Hunter

  
 \_\_\_\_\_  
 CEO: Laura Wark



TOWNSHIP OF ESSA  
 TRAFFIC ADVISORY COMMITTEE

TUESDAY, January 9, 2024 – 3:15 p.m.  
 ZOOM MEETING  
 MINUTES

**In attendance:** Mayor Sandie Macdonald, Chair  
 Councillor Henry Sander  
 Michael Mikael, Manager of Public Works  
 Rick Foley, Ward 2 Committee Representative  
 Nottawasaga OPP  
 Vanessa Kupch, Secretary

**Regrets:** Michael Owen, Ward 1 Community Representative  
 Dan Tucker, Ward 3 Community Representative

**1. OPENING OF THE MEETING**

Mayor Sandie Macdonald opened the meeting at 3:18 p.m. She welcomed everyone to the new year term.

**2. APPROVAL OF AGENDA**

**Moved by:** Sander                                  **Seconded by:** Foley

*Be it resolved that the Agenda as presented be approved.*

**3. ADOPTION OF MINUTES OF PREVIOUS MEETING**

**Moved by:** Sander                                  **Seconded by:** Foley

*Be it resolved that the minutes of the Traffic Advisory Committee meeting dated September 5, 2023, be approved as printed.*

**4. BUSINESS ARISING FROM PREVIOUS MEETING**

4.1 Automated speed enforcement going live on November 7<sup>th</sup>, 2023. There is now a section on our website for information on the ASE.

**5. NEW BUSINESS**

5.1 Resident Concerns:

| DATE               | CONCERN<br>LOCATION: | CONCERN:   |
|--------------------|----------------------|--|
| September 22, 2023 | Corrie Crescent      | Resident is concerned of a potential collision on Corrie Crescent due to cars speeding and reduced visibility at the intersection due to numerous cars parked along Corrie Crescent. |

|                   |   |   |
|-------------------|---|---|
| October 19, 2023  | Greenwood Drive                           | Resident is requesting for the speed limit to be dropped to 30 km or 40 km along Greenwood Drive.   |
| December 5, 2023  | County Road 56                            | Resident is requesting for additional and/or permanent speed reduction measures on County Road 56, as well as reinstalling a radar board as the resident is very concerned of the excessive speeding.   |
| December 29, 2023 | County Road 56 & 5 <sup>th</sup> Sideroad | Resident has concerns of the numerous accidents he has witnessed at the intersection of County Road 56 and the 5 <sup>th</sup> Sideroad. He has requested for the speed to be reduced to 60 km to reduce speeding. As well as a four way stop to be implemented as there are trees and brush on the southeast corner that causes visibility issues. |

**6. OTHER BUSINESS**

**6.1 Round Table Comments/Questions.**

Automated Speed Enforcement (ASE) went live early 2024 after the warning period, Staff continue to phase in Community Safety Zones and the initial rollout of the pilot program.

The Committee members requested to extend the next meeting invitation to Mr. Christian Meile, P.Eng (Director, Transportation & Engineering -Simcoe County) to further discuss the County Road 27 Widening project.

A Committee member requested investigating traffic calming measures on 10<sup>th</sup> sideroad (Egbert- limits) including the potential for Automated Speed Enforcement.

**7. ESTABLISH DATE AND TIME OF NEXT MEETING**

The next Traffic Advisory Committee meeting will be scheduled virtually for March 5, 2024, at 3:15 p.m.

Thank you to everyone for their attendance and input during this term of Council.

**9. ADJOURNMENT**

Moved by: Sander                                  Seconded by: Foley

*Be it resolved that this meeting of the Traffic Advisory Committee of the Township of Essa adjourn at 4:00 PM.*

Left blank intentionally

THE CORPORATION OF THE TOWNSHIP OF ESSA

BY-LAW 2024 – 01

**Being a By-law to provide for the regulation of vehicle parking, standing and stopping on highways or parts of highways under the jurisdiction of the Corporation of the Township of Essa; and, to amend By-law 2005-96.**

WHEREAS Section 27 (1) of the *Municipal Act, 2001*, S.O. 2001, c.25 provides that a municipality may pass by-laws with respect to highways over which it has jurisdiction, including the authority to regulate parking on highways; and

WHEREAS Section 35 of the *Municipal Act, 2001* provides that a municipality may pass by-laws removing or restricting the common law right of passage by the public over a highway and the common law right of access to the highway by an owner of land abutting a highway; and

WHEREAS Sections 63 (1) and 101 of the *Municipal Act* allows for the removal and impounding or restraining and immobilization of vehicles placed, stopped, standing or parking on a highway or on private land in contravention of a municipal by-law regulating vehicles; and

WHEREAS the Council of the Township of Essa deems it desirable to restrict commercial and heavy vehicles from parking on local and collector roads at all times, regardless of signage, in order to allow for the safe passage of pedestrians and motor vehicles, including school buses, emergency vehicles and road maintenance equipment;

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

1. That section 3 of By-law 2005-96 be amended to include the following:

**3. GENERAL STOPPING OR PARKING REGULATIONS**

6. *No person shall park or stop any vehicle on any highway or portion thereof except as follows:*

- (a) *where there is a raised curb, on the right-hand side of the roadway, having regard to the direction such vehicle was proceeding with its right front and rear wheels parallel to and not more than .15 metres/6 inches out from such curb;*
- (b) *where there is no curb or a rolled curb, on the right-hand side of the roadway having regard to the direction such vehicle was proceeding, with the right front and rear wheels parallel to and as near to the right-hand limit of the highway as is practicable without stopping or parking on a sidewalk or footpath or on any part of the highway where grass is grown and which is not intended for the use of vehicles.*

0a

- 2. That section 1 of By-law 2005-96 be amended to include the following definitions:

*“Electric Vehicle” shall mean a vehicle that runs only on a battery and an electric drive train; or, a plug-in hybrid electric vehicle that runs on a battery and an electric drive train, and also uses an internal combustion engine;*

*“Electric Vehicle Parking Stall” shall mean a parking space designated for the use of charging Electric Vehicles as indicated by a sign.*

*“Electric Vehicle Charging Station” shall mean any facility or equipment that is used to charge a battery or other energy storage device of an Electric Vehicle;*

- 3. That section 11 of By-law 2005-96 be amended to include the following:

**11. PARKING PROHIBITED – PRIVATE PROPERTY AND MUNICIPAL PROPERTY**

**11.1 ELECTRIC VEHICLES**

- a. *No person shall park a vehicle or any part of a vehicle in an Electric Vehicle Parking Stall where such vehicle is not an Electric Vehicle.*
- b. *No person shall park a vehicle or any part of a vehicle in an Electric Vehicle Parking Stall where such vehicle is not connected to an Electric Vehicle Charging Station and is actively charging.*

- 4. That Schedule A of By-law 2005-96 be amended to include a provision to prohibit parking on the north side of River Drive between Mill Street to Park Road as follows:

| <b>Column 1<br/>(Highway)</b> | <b>Column 2<br/>(Side[s])</b> | <b>Column 3<br/>(Limits)</b>         | <b>Column 4<br/>(Period)</b> |
|-------------------------------|-------------------------------|--------------------------------------|------------------------------|
| <i>River Drive</i>            | <i>North Side</i>             | <i>From Mill Street to Park Road</i> | <i>At any time</i>           |

- 5. That Set Fine provisions contained in By-law 2005-96 be amended as outlined in Schedule A to this By-law.
- 6. That By-law 2005-96 be and is hereby amended.
- 7. That this By-law shall come into force and effect on the day it is finally passed.

8. That By-law 2005-96 be and is hereby amended.

READ A FIRST, AND TAKEN AS READ A SECOND AND THIRD TIME AND FINALLY PASSED on this the 17<sup>th</sup> day of January, 2024.

---

Sandie Macdonald, Mayor

---

Lisa Lehr, Manager of Legislative Services



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**TOWNSHIP OF ESSA BY-LAW 2024-01**  
**Schedule "A"**

**AMENDMENTS TO BY-LAW 2005-96 SET FINES**

Township of Essa  
By-law No. 2005-96, as amended  
Title: Vehicle Parking, Standing & Stopping By-law  
Part II Provincial Offences Act

| Item | Column 1<br>Short Form Wording   | Column 2<br>Provision<br>Creating<br>or<br>Defining<br>Offence | Column 3<br>Early Voluntary<br>Payment<br>Payable within<br>7 days | Column 4<br>Set Fine |
|------|--|--|--|----------------------|
| 24.  | Park on highway between 2:00 a.m. and 8:00 a.m. from November 1 to May 1 | 5.1.3  | \$35.00  | \$50.00              |
| 47   | Park or stop facing wrong direction                                      | 3(6)   | \$35.00  | \$50.00              |
| 48   | Park vehicle in Electric Vehicle Parking Stall – not an electric vehicle | 11.1(a)  | \$75.00  | \$100.00             |
| 49   | Park vehicle in Electric Vehicle Parking Stall – not connected/charging  | 11.1(b)  | \$75.00  | \$100.00             |

The general penalty provision for the offences listed above is section 19 of By-law 2005-96, as amended, a certified copy of which has been filed.

THE CORPORATION OF THE TOWNSHIP OF ESSA

BY-LAW 2024 – 02

A By-law of the Township of Essa to amend Zoning By-law 2003-50 by rezoning the lands legally described as West Part of Lot 9, Concession 9 in the Township of Essa, municipally known as 7281 9<sup>th</sup> Line, from 'Agricultural (A) Zone' and 'Rural (RL) to 'Agricultural with Special Provisions (A-1) Zone'.

WHEREAS the *Planning Act*, R.S.O 1990, Chapter P.13, as amended, Section 34, provides for adoption of Zoning By-laws and amendments thereto; and

WHEREAS the Council of the Corporation of the Township of Essa has determined a need to rezone the lands described above; and

WHEREAS the Council of the Corporation of the Township of Essa deems the said application to be in conformity with the Official Plan of the Township of Essa, as amended, and deems it advisable to amend By-law 2003-50;

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

1. THAT the Zoning By-Law Map, known as Schedule 'A', is hereby further amended by rezoning those lands described as West Part of Lot 9, Concession 9 in the Township of Essa, municipally known as 7281 9<sup>th</sup> Line, from 'Agricultural (A) Zone' and Rural (RL) Zone' to 'Agricultural with Special Provisions (A-1) Zone' as shown in Schedule "1" attached hereto, and Schedule "1" attached hereto forms part of By-Law 2003-50 as amended;
2. Notwithstanding the provisions as set out in the Zoning By-law 2003-50, Section 6: Agricultural Zone, the following provisions shall be permitted on lands zoned as A-1:
  - *Notwithstanding the permitted uses, no residential dwelling units (single family dwelling, accessory apartment dwelling, additional residential unit(s)) are permitted; and,*

The above site-specific standards shall be added to Section 6.4, Special Provisions.

3. THAT Schedule "1", attached, does, and shall form part of this By-law.
4. THAT this By-law shall take effect as of the date of passing, subject to the provisions of the *Planning Act*, R.S.O. 1990, Chap. P.13 as amended.

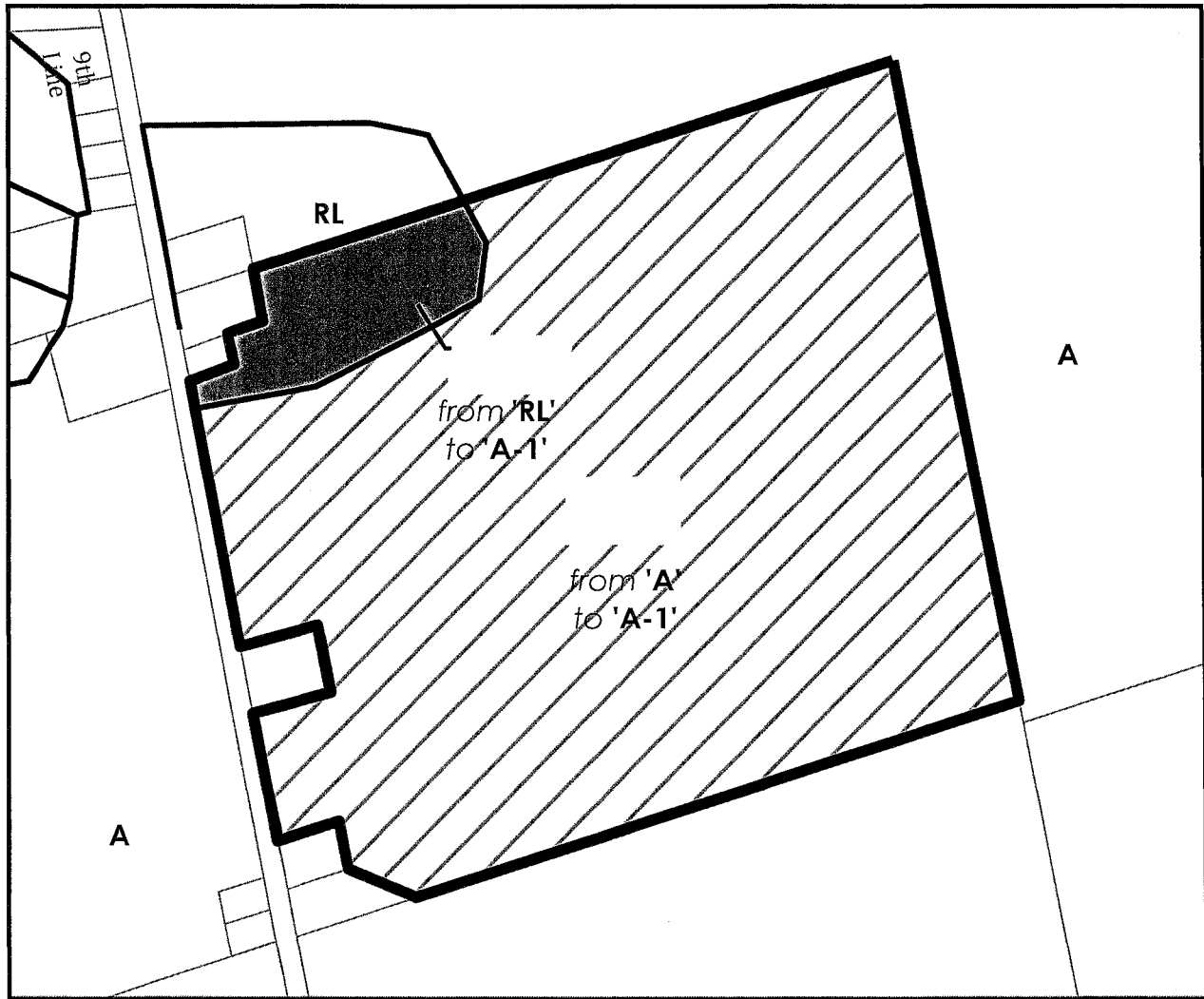
READ A FIRST AND TAKEN AS READ A SECOND AND THIRD TIME AND FINALLY PASSED on this the 17th day of January 2024.

\_\_\_\_\_  
Sandie Macdonald, Mayor

\_\_\_\_\_  
Lisa Lehr, Manager of Legislative Services

9b

THE CORPORATION OF THE TOWNSHIP OF ESSA  
Schedule 1 to By-Law 2024 – 02  
Zoning By-law Amendment to the Township of Essa  
Zoning By-law 2003-50



LANDS REZONED FROM THE RURAL (RL) ZONE TO AN AGRICULTURAL WITH SPECIAL PROVISIONS (A-1) ZONE



LANDS REZONED FROM THE AGRICULTURAL (A) ZONE TO AN AGRICULTURAL WITH SPECIAL PROVISIONS (A-1) ZONE

THE CORPORATION OF THE TOWNSHIP OF ESSA

BY-LAW 2024 – 03

**A By-law of the Township of Essa to amend Zoning By-law 2003-50 by rezoning the lands legally described as PLAN 1330 PT LOTS 31 & 33 RP; 51R19535 PART 2 in the Township of Essa, municipally known as 190 Mill Street, from 'Core Commercial (C2) Zone' to 'Core Commercial Exception (C2-4) Zone'.**

WHEREAS the *Planning Act*, R.S.O 1990, Chapter P.13, as amended, Section 34, provides for adoption of Zoning By-laws and amendments thereto; and

WHEREAS the Council of the Corporation of the Township of Essa has determined a need to rezone the lands described above; and

WHEREAS the Council of the Corporation of the Township of Essa deems the said application to be in conformity with the Official Plan of the Township of Essa, as amended, and deems it advisable to amend By-law 2003-50;

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

1. THAT the Zoning By-Law Map, known as Schedule 'B', is hereby further amended by rezoning those lands described as **PLAN 1330 PT LOTS 31 & 33 RP; 51R19535 PART 2**, in the Township of Essa, Simcoe County, municipally known as 190 Mill Street, from 'Core Commercial (C2) Zone' to 'Core Commercial Exception (C2-4) Zone', as shown in Schedule "1" attached hereto, and Schedule "1" attached hereto forms part of By-Law 2003-50 as amended;
2. Notwithstanding the provisions as set out in the Zoning By-law 2003-50, Section 20.2 and 4.35, the following provisions shall be permitted on lands zoned as C2-4:
  - *Ten (10) ground floor apartment dwelling units with a minimum floor area of 23 m<sup>2</sup>, applicable to the existing Building only.*
3. Notwithstanding the provisions as set out in the Zoning By-law 2003-50, Section 30, Section 4.28.7 and Section 4.36.2.1, the following provisions shall be permitted on lands zoned as C2-4:
  - *Minimum Gross Floor Area – 23.0m<sup>2</sup> (existing only)*
  - *Minimum Interior Side Yard Setback (south) – 1.1 metres (existing only)*
  - *Minimum entrance width from 9.0 metres (as per section 4.28.7) – 7.0 metres (existing only)*
  - *Minimum Landscaped Buffer Strip (as per section 4.36.2.1) (south) – 1.1 metres (existing only)*

The above site-specific standards shall be added to section 20.4, Special Provisions.

4. THAT all other provisions of Zoning By-law 2003-50, as amended, shall apply.
5. THAT Schedule "1", attached, does, and shall form part of this By-law.

qc

6. THAT this By-law shall take effect as of the date of passing, subject to the provisions of the *Planning Act*, R.S.O. 1990, Chap. P.13 as amended.

READ A FIRST AND TAKEN AS READ A SECOND AND THIRD TIME AND FINALLY PASSED on this the \_\_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
Sandie Macdonald, Mayor

\_\_\_\_\_  
Lisa Lehr, Manager of Legislative Services

9c

THE CORPORATION OF THE TOWNSHIP OF ESSA

Schedule 1 to By-Law 2024 – 03  
Zoning By-law Amendment to the Township of Essa  
Zoning By-law 2003-50



 Lands rezoned from “Core Commercial (C2) Zone” to “Core Commercial Exception (C2-4) Zone”

**THE CORPORATION OF THE TOWNSHIP OF ESSA**

**BY-LAW NO. 2024 - 04**

**A By-law to authorize the Mayor and Clerk to execute a Memorandum of Understanding between Nottawasaga Valley Conservation Authority and the Township of Essa.**

**WHEREAS** the *Municipal Act*, 2001, S.O. 2001 c. 25, as amended, authorizes municipalities to enter into agreements respecting matters within their jurisdiction;

**WHEREAS** the said

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

1. THAT the Mayor and Clerk be hereby authorized to execute the Memorandum of Understanding between the Nottawasaga Valley Conservation Authority and the Corporation of the Township of Essa, for a one (1) year term, commencing on the 1<sup>st</sup> day of January, 2024 and ending on the 31<sup>st</sup> day of December, 2024.
2. That a copy of the Memorandum of Understanding as attached hereto as Schedule "A" shall form part of this By-law.
3. THAT this By-law shall come into full force and effect on the date of final passage hereof.

READ A FIRST, AND TAKEN AS READ A SECOND AND THIRD TIME AND FINALLY PASSED on this the 17<sup>th</sup> day of January, 2024.

\_\_\_\_\_  
Sandie Macdonald, Mayor

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

ad



## Schedule "A"

### MEMORANDUM OF UNDERSTANDING ("MOU")

**THIS AGREEMENT dated this day of January 2024.**

**BETWEEN:**

**THE NOTTAWASAGA VALLEY CONSERVATION AUTHORITY**

**(hereinafter called "Authority") OF**

THE FIRST PART

and

**TOWNSHIP OF ESSA,**

(Hereinafter called the "Member")

OF THE SECOND PART

**WHEREAS**, pursuant to Ontario Regulation 686/21 Conservation Authorities are authorized to charge a levy to their member for delivery of mandatory services under the Regulation;

**AND WHEREAS** pursuant to Ontario Regulation 687/21 Conservation Authorities are required to enter into an agreement to levy members for services provided to Members other than mandatory services;

**AND WHEREAS** the Authority is prepared to provide certain non-mandatory services to its Member;

**AND WHEREAS** the Member wish to avail themselves of these services and to pay the amount levied for the services;



**AND WHEREAS** under the Conservation Authorities Act (the Act) Category 1 programs and services are to be funded through the budget and apportionment process with the applicable regulations;

**AND WHEREAS** under the applicable regulations, Category 1 operating expenses and capital costs may be included in the apportionment and provided without an agreement;

**AND WHEREAS** under the Act, Category 2 programs and services requested by municipalities may be provided under a memorandum of understanding ("MOU") or such other agreement in respect of the programs and services;

**AND WHEREAS** under the Act, Category 3 programs and services requested by the conservation authority funded through the budget and apportionment agreement may be provided under a memorandum of understanding ("MOU") or such other agreement in respect of the programs and services;

**AND WHEREAS** under the Act and the Minister's Fee Classes Policy, the Authority may establish fees to be charged for the program or service;

**NOW THEREFORE**, in consideration of the terms of this MOU and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Authority agrees to provide to the Members the services outlined in the Inventory of Services and Programs attached hereto as Schedule "A".
2. The Member agrees to be charged a levy for such services in accordance with the levy stated in 2024 approved budget.
3. The Authority will not add to or delete from the services or programs funded through the levy without first consulting with the Member. Any such change would require an amendment to this MOU agreed to by all parties through the annual budget process.
4. The parties will maintain the current annual approval process for increasing the levy and budget (i.e. weighted vote based upon current value assessment in the watershed for approval of the levy).
5. The Member will continue to support the current Inventory of Services and Programs throughout the period of this MOU.
6. This MOU shall be reviewed by the parties prior to the expiry of the Initial Term and each Renewal Term.

ad

7. Unless otherwise provided for within the Act, if a dispute arises between the parties, including in respect of the content or interpretation of this MOU, and which has not been resolved within sixty (60) days, such dispute may be submitted to a third party mediator, the choice of mediator to be agreed upon by the parties.
8. Should either party wish to terminate the MOU earlier than the full Term, then notice to the other party must be provided, in writing, at least thirty (30) days before the termination date. There shall not be an adjustment in fees subsequent to an early termination.
9. This MOU will be for a Term of One (1) Year aligning with the calendar year.
10. Representatives for the two parties will be the Chief Administrative Officer from the Township of Essa and the Chief Administrative Officer from the NVCA.

**SIGNED SEALED AND DELIVERED THIS 17<sup>th</sup> DAY OF JANUARY 2024.**

THE NOTTAWASAGA VALLEY CONSERVATION AUTHORITY

Per: \_\_\_\_\_  
Chair Gail Little

Per: \_\_\_\_\_  
Chief Administrative Officer Doug Hevenor

I/we have the authority to bind the Corporation

**SIGNED SEALED AND DELIVERED THIS 17<sup>th</sup> DAY OF JANUARY 2024.**

THE CORPORATION OF THE TOWNSHIP OF ESSA

Per: \_\_\_\_\_  
Mayor Sandie Macdonald

Per: \_\_\_\_\_  
Clerk/Manager of Legislative Services Lisa Lehr

I/we have the authority to bind the Corporation

## Nottawasaga Valley Conservation Authority Inventory of Programs and Services

### CATEGORY 1 (Mandatory)

#### Natural Hazard Management Program

Program Description: Conservation Authorities (CAs) are the lead provincial agencies on Natural Hazard issues. The goal is to protect life and property from flooding and erosion. This watershed-wide, comprehensive program includes development applications and permits, municipal plan input and review, environmental planning and policy, flood forecast and warning, flood and erosion control infrastructure, technical studies, ice management, education, and public awareness.

Category 1

| Program/Service and Subservices                              | Description   | Category Rationale          |
|--|---|-----------------------------|
| Section 28.1 Permit Administration and compliance activities | Respond to property inquiries. Reviewing and processing of permit applications and associated technical reports under O.Reg., 172/06, site inspections to confirm compliance, communication with applicants, agents, consultants, and legal representatives.  | CA Act Reg. 686/21 s.8      |
| Municipal Plan Input and Review                              | <p>Provide technical input and advice to municipalities on circulated municipal land use planning applications (Official Plan and Zoning By-law Amendments, Subdivisions, Consents, Minor Variances).</p> <p>Provide input into municipal land-use planning documents (OP, Comprehensive ZB, Secondary plans) related to natural hazards, on behalf of Ministry of Natural Resources and Forestry (MNRF), delegated to CAs in 1995 and as outlined the 2001 MOU between MNRF, Ministry Municipal Affairs and Housing and Conservation Ontario.</p> <p>Provide input into the review and approval processes under other applicable law, with comments principally related to natural hazards, wetlands, watercourses, and Sec. 28 permit requirements.</p> | CA Act O. Reg. 686/21 s.6/7 |

34

| <b>Program/Service and Subservices</b>                            | <b>Description</b>   | <b>Category Rationale</b>                    |
|---|--|--|
| Flood & Low Water Forecasting and Warning                         | <p>Daily data collection and monitoring of weather forecasts, provincial and local water level forecasts, watershed conditions, snow course, flood event forecasting, flood warning, communications and response and equipment maintenance. Annual meeting with municipal flood emergency coordinator. Low water conditions monitoring and analysis.</p> <p>Technical and administrative support to the Water Response Team representing major water users and decision makers, who recommend drought response actions.</p> <p>Data collection, mapping, data sets, watershed photography. Development and use of systems to collect and store data and to provide spatial geographical representations of data.</p> | CA Act 21.1<br>O. Reg. 686/21 Sec 2<br>Sec 3 |
| Flood and Erosion Control Infrastructure Operation and Management | Flood and erosion control infrastructure operations. (routine activities related to the operation of the structures). Includes five flood control projects and 13 erosion control projects that are annually inspected, and routine maintenance work completed.  | CA Act 21.1<br>O. Reg. 686/21 Sec 2<br>Sec 5 |
| Flood and Erosion Control Infrastructure Major Maintenance        | Routine and preventative maintenance on flood and erosion control structures as required. Projects are eligible for the Water and Erosion Control Infrastructure (WECI) funding from the province.   | CA Act 21.1<br>O. Reg. 686/21 Sec 5          |
| Ice Management Services   | Preventative measures associated with the control of ice in areas where there is a chronic problem occurring annually, where there is an increase in the risk to life and property and where there is a method to reduce the possible adverse effects of the ice. The Ice Management Plan is being updated.  | CA Act 21.1<br>O. Reg. 686/21 Sec 4          |
| Technical Studies and Policy Review                               | Studies and projects to inform natural hazards management programs including floodplain management, watershed hydrology, regulations areas mapping update, flood forecasting system assessment, floodplain policy, Georgian Bay shoreline management. These projects often last one to two years and are distributed over time as human resources and funding is available.  | CA Act 21.1<br>O. Reg. 686/21 Sec 1          |
| Natural Hazards   | Promoting public awareness of natural hazards including flooding, drought, and   | CA Act                                       |

PO

| <b>Program/Service and Subservices</b> | <b>Description</b>   | <b>Category Rationale</b>                |
|--|--|--|
| Communications, Outreach and Education | erosion. Public events, materials. Social media services. Media relations. | 21.1<br>O. Reg.<br>686/21 Sec<br>1(2)(3) |

### Provincial Water Quality & Quantity Monitoring

Program Description: The NVCA, in partnership with Ministry of Environment, Climate Change and Parks (MECP), has established long term sites to monitor surface and ground water conditions.

| <b>Program/Service and Subservices</b>              | <b>Description</b>   | <b>Category Rationale</b>                         |
|---|--|---|
| Provincial Water Quality Monitoring Network (PWQMN) | A long-standing (50+ year) CA/MECP partnership for stream water quality monitoring at 18 sites. CA takes water samples and MECP does lab analysis and data management. Information is used for watershed report cards and stewardship project prioritization.  | CA Act<br>21.1.1<br>O. Reg.<br>686/21 12<br>(1) 2 |
| Provincial Groundwater Monitoring Network (PGMN)    | A long-standing CA/MECP partnership for groundwater level and quality monitoring at 16 stations. Costs include equipment, data collection, analysis, data management and reporting. MECP funded network installation and continues to fund equipment replacements. Data collected supports flood forecast and warning, low water response, and water quality monitoring. | CA Act<br>21.1.1<br>O. Reg.<br>686/21 12<br>(1) 1 |

### Drinking Water Source Protection

Program Description: The protection of municipal drinking water supplies in the NVCA through the development and implementation of the Source Protection Plans.

| <b>Program/Service and Subservices</b>   | <b>Description</b>  | <b>Category Rationale</b> |
|--|---|---------------------------|
| Drinking Water Source Protection Program | Source Protection Area/Region, technical support, Source Protections Committee support, Source Protection Authority reports and meetings. Activities required | CA Act<br>21.1.1          |

| <b>Program/Service and Subservices</b> | <b>Description</b>                      | <b>Category Rationale</b> |
|--|---|---------------------------|
| (DWSP)                                 | by the Clean Water Act and regulations. | O.Reg. 686/21 Sec. 13     |

### Natural Heritage

Program Description: The NVCA completes natural heritage monitoring, delineation of natural heritage systems, data analysis and wetland regulation mapping to support municipalities, other NVCA departments and inter-agency and NGO partnerships.

| <b>Program/Service and Subservices</b> | <b>Description</b>  | <b>Category Rationale</b> |
|--|---|---------------------------|
| Wetland & Natural Heritage Evaluations | Complete wetland evaluations and natural heritage evaluations of NVCA properties. | CA Act 21.1.1             |
| Wetland Regulation Mapping             | Maintain and update NVCA wetland regulation mapping.                              | CA Act 21.1.1             |

### Conservation Authority Lands and Conservation Areas

Program Description: NVCA owns 5,240 hectares of land which includes conservation areas, management areas, conservation forests, farmland and flood control structures and surrounding land. NVCA property is essential to watershed management, environmental protection, helps implement the Watershed Management Strategy and provides areas for passive recreation.

| <b>Program/Service and Subservices</b>                  | <b>Description</b>  | <b>Category Rationale</b>                    |
|---|---|--|
| Section 29 Minister's regulation for Conservation Areas | Undertake Conservation areas regulations enforcement and compliance initiatives within Conservation areas to prevent unlawful activity and protect the Authority from exposure to liability under the <i>Occupiers' Liability Act</i> . | CA Act 21.1(1)(i); 28(1)(d); 28(1)(e); 29(1) |
| NVCA forests and  | Management and maintenance of CA owned lands. Includes forest management,   | CA Act                                       |

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| Program/Service and Subservices                                | Description   | Category Rationale              |
|--|---|---------------------------------|
| management areas (not Conservation Areas)                      | signage, gates, passive recreation, stewardship/ restoration, carrying costs such as taxes and insurance.   | 21.1(1)(i); 27(1); 29(1)        |
| Conservation Areas   | Management and maintenance of 11 conservation areas and over 30km of recreational trails. Includes passive recreation, risk management program, hazard tree management, gates, fencing, signage, brochures, communications, pedestrian bridges, trails, parking lots, picnic tables, pavilions, roadways, stewardship/ restoration, carrying costs such as taxes and insurance. | CA Act 21.1(1)(i); 27(1); 29(1) |
| Conservation Area Major Maintenance                            | Major maintenance and capital improvements to support public access, safety, and environmental protection such as parking lots, pedestrian bridges, boardwalks, trails.   | CA Act 21.1(1)(i); 25(1); 27(1) |
| Inventory of Conservation Authority lands                      | The land inventory will include the following information: location as well as date, method and purpose of acquisition, land use. One time project with updates as properties are acquired or disposed of and details of agreement and/or tax programs (if applicable) (MFTIP, CLTIP).  | CA Act 21.1(1)(i)               |
| Strategy for CA owned or controlled lands and management plans | This strategy will include the management and use of CA-owned or controlled properties including guiding principles, objectives, land use, natural heritage, classifications of lands, mapping, identification of programs and services on the lands, public consultation, publish on website. One-Year Project.  | CA Act 21.1(1)(i)               |
| Land Acquisition and Disposition Strategy                      | A policy to guide the acquisition and disposition of land in order to fulfill the objects of the authority. Current Land Securement Strategy runs from 2020 to 2030.  | CA Act 21.1(1)(i)               |

### **Watershed Stewardship and Restoration (Urban, rural & agricultural)**

Program Description: The stewardship and restoration program has three key components: one-on-one technical and financial assistance to watershed landowners, coordination of target river restoration initiatives based on watershed science, and the reforestation program. Projects reduce the risk to life and property from natural hazards, protect water quality and quantity, improve forest conditions, increase biodiversity and make the watersheds more resilient to climate change.



| <b>Program/Service and Subservices</b> | <b>Description</b>  | <b>Category Rationale</b> |
|--|---|---------------------------|
| CA owned Land Stewardship Program      | Work to mitigate flood and erosion hazards, protect water quality, restore floodplains, reduce nutrient contamination, restore wetlands, manage non-native invasive species, protect groundwater, improve aquatic species at risk habitat and promote climate change mitigation and adaptation on CA owned lands. Coordinate targeted river restoration and fish habitat improvement initiatives using information generated by the Watershed Science department to identify priority sites and restoration techniques. | CA Act 21.1.2 (1)         |

### Enabling Services:

Program Description: Key assistance provided to all departments of the conservation authority, board of directors, member municipalities and the general public to enable the NVCA to operate in an accountable, efficient and effective manner.

| <b>Program/Service and Subservices</b> | <b>Description</b>   | <b>Category Rationale</b> |
|--|--|---------------------------|
| Corporate Services                     | Administrative, human resources, financial, operating and capital costs which are not directly related to the delivery of any specific program or service, but are the overhead and support costs of a conservation authority. Includes health and safety program, overseeing programs and policies. | CA Act 20                 |
| Financial Services                     | Annual budget, accounts payable and receivable, payroll, financial analysis, financial audit, administration of reserves and investments, financial reports for funding agencies, preparing, and submitting reports to CRA, benefits program administration.   | CA Act 20                 |
| Legal Expenses                         | Costs related to agreements/contracts, administrative by-law updates   | CA Act 20                 |
| Governance                             | Supporting CA Boards, Advisory Committees, Office of CAO and Senior Management.  | CA Act Part IV            |
| Communications and Outreach            | Informing public of NVCA programs and projects through media, open houses, public meetings, website administration, responding to inquiries from the public, crisis communications.  | CA Act 20                 |
| Administration Buildings               | Office buildings and workshop used to support NVCA staff, programs, and services. Includes utilities, routine and major maintenance, property taxes.   | CA Act 20                 |

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| <b>Program/Service and Subservices</b> | <b>Description</b>   | <b>Category Rationale</b> |
|--|--|---------------------------|
| Information Technology Management/GIS  | Data management, records retention. Development and use of systems to collect and store data and to provide spatial geographical representations of data.  | CA Act 20                 |
| Vehicle and Equipment                  | A fleet of vehicles and equipment to support the work of the NVCA, including capital purchases, fuel, licenses, repairs, and maintenance. Programs and projects are charged for the use of the vehicles and equipment. | CA Act<br>CA Act 20       |
| ALL                                    | Asset Management Services  | CA Act 25/26              |

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**CATEGORY 2 (Initiated by Municipality)**

**Drinking Water Source Protection**

Program Description: The protection of municipal drinking water supplies in the NVCA through the development and implementation of the Source Protection Plans.

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| <b>Program/Service and Subservices</b> | <b>Description</b>   | <b>Category Rationale</b> |
|--|--|---------------------------|
| DWSP Risk Management Official          | Carrying out Part IV duties of the Clean Water Act on behalf of municipalities through service agreements. | CA Act 21.1.1             |

**Conservation Authority Lands and Conservation Areas**

Program Description: NVCA owns 5,240 hectares of land which includes conservation areas, management areas, conservation forests, farmland and flood control structures and surrounding land. NVCA property is essential to watershed management, environmental protection, helps implement the Watershed Management Strategy and provides areas for passive recreation.

| <b>Program/Service and Subservices</b> | <b>Description</b>   | <b>Category Rationale</b> |
|--|--|---------------------------|
| Tottenham Campground                   | Long-term lease with municipal partner to operate a campground and associated facilities at Tottenham Conservation Area. | CA Act Non-passive        |

| <b>Program/Service and Subservices</b> | <b>Description</b>   | <b>Category Rationale</b>                               |
|--|--|---|
|  |  | recreation<br>21.1.1(1)(4);<br>29(1)                    |
| Edenvale Conservation Area             | Long-term lease with municipal partner for the management of the Edenvale Conservation Area. | CA Act<br>Passive Recreation<br>21.1.1(1)(4);<br>29(1)  |
| Riverdale Park                         | Long-term lease with municipal partner for the management of Riverdale Park.                 | CA Act/<br>Passive Recreation<br>21.1.1(1)(4);<br>29(1) |

**CATEGORY 3 (Initiated by Conservation Authority)**

**Local Water Quality Monitoring**

Program Description: The NVCA, in partnership with community organizations, municipalities, and federal and provincial agencies has established sites to monitor surface water quality and quantity.

| <b>Program/Service and Subservices</b>                  | <b>Description</b>  | <b>Category Rationale</b> |
|---|---|---------------------------|
| Surface Water Quality/ Stream Health Monitoring Program | Surface water quality monitoring for Benthic macroinvertebrates at an average of 65 sites per year, water temperature monitoring at an average of 57 sites per year, electrofishing at an average of 20 sites per year, and around 100 sites per year for flows. Responding to local spills events at the request of MECP. Costs include sampling, analysis, and reporting. | CA Act<br>21.1 (a)        |
| Simcoe Groundwater monitoring program                   | In partnership with the OGS the NVCA monitors groundwater level and quality at 29 locations. Costs include equipment, data collection, analysis, data management and reporting.   | CA Act<br>21.1 (a)        |
| Watershed Report Card                                   | Conservation Authorities report on local watershed conditions every five years, led by Conservation Ontario's Watershed Report Cards. The NVCA watershed is divided into 9 subwatersheds. Measuring increases understanding of the  | CA Act<br>21.1 (a)        |

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| Program/Service and Subservices | Description                                     | Category Rationale |
|---------------------------------|---|--------------------|
|                                 | watershed, focuses efforts and tracks progress. |                    |

CA

### Natural Heritage

Program Description: The NVCA completes natural heritage monitoring, delineation of natural heritage systems, data analysis and wetland regulation mapping to support municipalities, other NVCA departments and inter-agency and NGO partnerships.

| Program/Service and Subservices | Description   | Category Rationale |
|---------------------------------|---|--------------------|
| Natural Heritage Systems        | <p>Development of natural heritage systems supporting watershed management objectives.</p> <p>Field based monitoring of terrestrial flora and fauna including bird monitoring and invasive species and species at risk.</p> | CA Act 21.1 (a)    |

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### Conservation Authority Lands and Conservation Areas

Program Description: NVCA owns 5,240 hectares of land which includes conservation areas, management areas, conservation forests, farmland and flood control structures and surrounding land. NVCA property is essential to watershed management, environmental protection, helps implement the Watershed Management Strategy and provides areas for passive recreation.

| Program/Service and Subservices | Description   | Category Rationale                              |
|---------------------------------|---|---|
| New Lowell Campground           | Long-term lease with a private party to operate a campground and associated facilities at New Lowell Conservation Area. | CA Act Non-passive recreation 21.1.2 (1); 29(1) |
| Utopia Conservation Area        | Short-term lease (5-year) with community partner for management of the Utopia Conservation Area                         | CA Act Passive                                  |

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| Program/Service and Subservices | Description   | Category Rationale                                |
|---------------------------------|---|---|
|                                 |   | recreation<br>21.1(1)(i);<br>21.1.2 (1);<br>29(1) |
| Beeton Creek Property           | Short-term lease (5-year) with community partner to lease residence   | CA Act<br>21.1(1)(i);<br>21.1.2 (1);<br>29(1)     |
| Mayer's Marsh                   | Agricultural lease (annual)   | CA Act<br>21.1.2 (1);<br>29(1)                    |
| Petun Conservation Area         | Short-term lease (5-year) with community partner to lease portions of the property for fish hatchery operations | CA Act<br>21.1(1)(i);<br>21.1.2 (1);<br>29(1)     |
| Utopia Conservation Area        | Short-term lease for commercial access through the Utopia Conservation Area                                     | CA Act<br>21.1(1)(i);<br>21.1.2 (1);<br>29(1)     |
| Black Ash Creek                 | Formalized agreement for commercial access through Black Ash Creek (NVCA-owned property)                        | CA Act<br>21.1(1)(i);<br>21.1.2 (1);<br>29(1)     |
| Land acquisition                | Strategic acquisition of environmentally significant properties as per NVCA's 2020 Land Securement Strategy.    | CA Act<br>21.1.2 (1)                              |
| Events                          | Includes weddings, corporate events, private gatherings, etc.   | CA Act<br>21.1.2 (1)                              |
| Festivals                       | Includes public events (ex. Spring Tonic, Festival at the Fort, etc.)   | CA Act<br>21.1.2 (1)                              |

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**Watershed Stewardship and Restoration (Urban, rural & agricultural)**

Program Description: The stewardship and restoration program has three key components: one-on-one technical and financial assistance to watershed landowners, coordination of target river restoration initiatives based on watershed science, and the reforestation program. Projects reduce the risk to life and property from natural hazards, protect water quality and quantity, improve forest conditions, increase biodiversity and make the watersheds more resilient to climate change.

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| Program/Service and Subservices                     | Description  | Category Rationale |
|---|--|--------------------|
| Private Land Stewardship Program                    | Work with property owners and environmental groups to mitigate flood and erosion hazards, protect water quality, restore floodplains, reduce nutrient contamination, restore wetlands, manage non-native invasive species, protect groundwater, improve aquatic species at risk habitat and promote climate change mitigation and adaptation. Coordinate targeted river restoration and fish habitat improvement initiatives using information generated by the Watershed Science department to identify priority sites and restoration techniques. Apply for and manage external funding, promote private land stewardship, provide technical advice and design support and funding assistance. | CA Act 21.1.2 (1)  |
| Tree Planting and Forestry Services on Private Land | Forestry services including planting plan development, site preparation, tree and shrub planting, and survival assessments. Private woodlot stewardship, technical assistance, link to funding programs to maintain form and function of watershed forest cover.   | CA Act 21.1.2 (1)  |

**Conservation Education and Community Outreach**

Program Description: Education and outreach programs increase knowledge and awareness in children and adults about local environmental issues, watersheds and ecosystems and conservation actions they can implement.

| Program/Service and Subservices | Description   | Category Rationale |
|---------------------------------|---|--------------------|
| School programs                 | Curriculum-based education programs for pre-school, elementary and secondary students. These programs focus on local watersheds, ecosystems, and environmental issues. Programs take place in school yards, schools, field trips to conservation areas, community parks and through online learning | CA Act 21.1.2 (1)  |

| <b>Program/Service and Subservices</b> | <b>Description</b>  | <b>Category Rationale</b> |
|--|---|---------------------------|
|  | opportunities.  |                           |
| Community programs and events          | Education, day camp, outreach programs and community events to assist in achieving the objectives of the conservation authority. Some of these programs are open to people of all ages. | CA Act 21.1.2 (1)         |

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THE CORPORATION OF THE TOWNSHIP OF ESSA

BY-LAW NO. 2023-05

**A By-law to confirm and ratify the purchase of lands  
briefly described as: Part of Lot 32, Concession 3,  
Part of 366 Mill Street, Angus.**

WHEREAS Section 9, Chapter 25 of the *Municipal Act, 2001*, S.O. 2001 authorizes municipalities to acquire land for the purposes of the municipality; and

WHEREAS 2114115 Ontario Inc. is the Registered Owner of the lands described as: Pt Lt 32, Concession 3 Essa PT 1 of 51R30994, save and except PT 1 on 51R40709 Township of Essa; County of Simcoe, being Part 1 on Reference Plan 51R\_\_\_\_\_ being part of PIN 58104-0767(LT), hereinafter referred to as the "Property"; and

WHEREAS the Council of The Corporation of the Township of Essa deems it necessary to acquire the Property for municipal purposes for extending the Nottawasaga Fishing Park, in fee simple, free and clear of encumbrances, for the sum of \$450,000.00, and the Township agrees to all other terms and conditions set out in the Agreement of Purchase and Sale. Dated the 20<sup>th</sup> day of December, 2023;

NOW THEREFORE BE IT RESOLVED THAT Council of The Corporation of the Township of Essa enacts as follows:

1. That The Corporation of the Township of Essa is authorized to enter into an Agreement of Purchase and Sale with 2114115 Ontario Inc, as Vendor, for the purchase of lands, in fee simple, free and clear of encumbrances, described as:

Pt Lt 32, Concession 3 Essa PT 1 of 51R30994, save and except PT 1 on 51R40709 Township of Essa; County of Simcoe, being part of PIN 58104-0767(LT); for the sum of \$450,000.00, and The Corporation of the Township of Essa agrees to all other terms and conditions set out in the Agreement of Purchase and Sale.

2. That all action taken and required to be taken by the Mayor and Clerk on behalf of The Corporation of the Township of Essa to complete this purchase are hereby authorized, confirmed and ratified.
3. That the Mayor and Clerk are hereby authorized to execute all purchase documents relating to the completion of the acquisition of the aforementioned lands.
4. This By-law takes effect and comes into force on and from the date it is passed by Council.



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READ A FIRST, AND TAKEN AS READ A SECOND AND THIRD TIME AND FINALLY PASSED on this the 17<sup>th</sup> day of January, 2024.

\_\_\_\_\_  
Sandie Macdonald, Mayor

\_\_\_\_\_  
Lisa Lehr, Manager of Legislative Services

THE CORPORATION OF THE TOWNSHIP OF ESSA

BY-LAW 2024 – 06

**A By-law to appoint ADR Chambers Inc. as the Integrity Commissioner for the Corporation of the Township of Essa, and to repeal By-law 2018-19.**

WHEREAS the *Municipal Act, 2001* S.O. 2001, c. 25, as amended (the “Act”) provides that the powers of a municipal corporation are to be exercised by its Council; and

WHEREAS sections 223.3 of the *Act* authorizes a municipality to appoint an Integrity Commissioner who reports to Council and is responsible for performing in an independent manner the functions assigned by the municipality with respect to any or all of the following:

1. The application of the code of conduct for members of council and the code of conduct for members of local boards.
2. The application of any procedures, rules and policies of the municipality and local boards governing the ethical behaviour of members of council and of local boards.
3. The application of sections 5, 5.1, 5.2 and 5.3 of the *Municipal Conflict of Interest Act* to members of council and of local boards.
4. Requests from members of council and of local boards for advice respecting their obligations under the code of conduct applicable to the member.
5. Requests from members of council and of local boards for advice respecting their obligations under a procedure, rule or policy of the municipality or of the local board, as the case may be, governing the ethical behaviour of members.
6. Requests from members of council and of local boards for advice respecting their obligations under the *Municipal Conflict of Interest Act*.
7. The provision of educational information to members of council, members of local boards, the municipality and the public about the municipality’s codes of conduct for members of council and members of local boards and about the *Municipal Conflict of Interest Act, 2017*, c. 10, Sched. 1, s. 19 (1); and

WHEREAS by the adoption of Resolution No. CW139-2023, Council deems it expedient to appoint ADR Chambers as the Corporation of the Township of Essa’s Integrity Commissioner to oversee the *Council Code of Conduct* and *Municipal Conflict of Interest Act*, and any other duties as may be assigned; and

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WHEREAS the Township of Essa and ADR Chambers are desirous of entering into an agreement for Integrity Commissioner services for the term January 1, 2024 to December 31, 2027.

NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Township of Essa enacts as follows:

1. That ADR Chambers are hereby appointed as the Township of Essa's Integrity Commissioner under section 223.3 of the *Municipal Act, 2001* for the term January 1, 2024 to December 31, 2027.
2. That any and all actions taken and required to be taken by the Mayor and Clerk on behalf of the Corporation of the Township of Essa to complete this matter including the execution of the agreement and any other associated documentation are hereby authorized, confirmed and ratified.
3. That the Agreement attached hereto as Schedule "A" forms part of this By-law.
4. That this By-law shall come into force and take effect on January 1, 2024.

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Sandie Macdonald, Mayor

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Lisa Lehr, Clerk

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THIS AGREEMENT FOR PROFESSIONAL SERVICES  
made as of the 8th day of January, 2024

BETWEEN:

TOWNSHIP OF ESSA  
(hereinafter referred to as the "Township")

- and -

ADR CHAMBERS INC.  
(hereinafter referred to as "ADRC")

**WHEREAS** the Township would like to retain the services of Michael Maynard of ADRC as its Integrity Commissioner under the authority of section 223.3(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25 (the "Act") to perform the Services of this position in accordance with the terms of the Act and the provisions of this Agreement;

**NOW THEREFORE**, the Township and ADRC for good and valuable consideration hereto covenant and agree as follows:

**Services**

1. ADRC agrees to provide Integrity Commissioner services with Michael Maynard of ADRC as the appointed Integrity Commissioner (the "Commissioner"), in accordance with the authority for such appointment as prescribed in Section 223.3 (1) of the Act. ADRC will also make available to the Municipality other ADRC panel members, as permitted by this Agreement, including Ellen Fry, Ben Drory, and Jeffrey Shapiro as Associate Investigators. Any delegation of work by the Commissioner to the Associate Investigators would be subject to prior approval by the Township.
2. ADRC agrees to perform the services (the "Services") set out at Article 6 of the County of Simcoe's Request for Prequalification No. 2023-037 (the "RFP"), attached hereto as Schedule "A". The Services shall be provided in accordance with the terms of this Agreement, the RFP, and the response to the RFP submitted by ADRC (the "Proposal"), attached hereto as Schedule "B". If there is any contradiction between one or all of the Agreement, the RFP, and the Proposal, then the terms of the Agreement shall prevail.
3. The Services provided by ADRC include the expanded responsibilities of the Integrity Commissioner set forth in the amended section 223.3 of the Act.

4. Services shall be performed in relation to the Township's Council Code of Conduct, as amended (the "Code"). A copy of the Code currently in effect is attached hereto as Schedule "C".
5. The Commissioner is appointed for the purpose of addressing Integrity Commissioner-related issues as set out in the RFP and the Proposal. The Commissioner's jurisdiction over complaints is established only upon ADRC's receipt of a complaint in accordance with the Code ("Complaint Protocol").
6. Neither ADRC nor the Commissioner will provide legal advice, and none of the advice provided in the delivery of the Services should be considered legal advice. Anyone who requires legal advice should seek that advice from a practicing lawyer.
7. The Township may in writing at any time after the execution of the Agreement or the commencement of Services delete, extend, increase, vary, or otherwise alter the Code. The Township and ADRC may jointly agree to alter the services. ADRC shall have the option of terminating this Agreement immediately if the scope of the Services is materially altered without ADRC's consent.
8. (a) The Township may at any time, by giving 60 days' notice in writing to ADRC, suspend or terminate this Agreement and the Services or any portion thereof. This may be done for any reason. If the Township determines or is informed pursuant to this Agreement that ADRC has a conflict of interest, the Township may ask ADRC to make arrangements to ensure Services are provided without a conflict (whether through assignment or otherwise) in a manner satisfactory to the Township, failing which, the Township may terminate this Agreement. Upon receipt of written notice of termination, ADRC shall perform no further Services other than those reasonably necessary to close out the Services. In such an event, ADRC shall be entitled to payment for those Services rendered and disbursements incurred.
 

(b) Should a conflict of interest arise, ADRC shall disclose such conflict to the Township and shall make arrangements to ensure Services are provided without a conflict (whether through assignment or otherwise) in a manner satisfactory to both the Township and ADRC. If unable to address the conflict to the satisfaction of both the Township and ADRC, ADRC may, at any time by notice in writing to the Township, terminate the Agreement and the Services. Upon ADRC's delivery of written notice to the Township, ADRC shall not, without the consent of the Township, perform any further Services other than those reasonably necessary to close out ADRC's Services. In such an event, ADRC shall be entitled to payment for those Services rendered and disbursements incurred.

(c) Should Michael Maynard cease to be available to provide services through ADRC or is otherwise unwilling or unable to continue to act as appointed Integrity Commissioner, ADRC shall make arrangements to ensure that services are provided in accordance with this Agreement. In the event that Michael Maynard is no longer able or willing to act as appointed Integrity Commissioner for the

Township, ADRC will nominate an Interim Integrity Commissioner from its roster of neutrals for the approval of the Township. If the Township does not approve of the Interim Integrity Commissioner, the Township may, by notice in writing to ADRC, terminate this Agreement and the Services thereunder.

9. ADRC shall perform the Services, in an independent and consistent manner to meet the requirements of the Township as set out in the RFP and the Proposal. ADRC shall complete the Services on a flexible and as-needed basis as required by the Township.
10. The Township acknowledges and agrees that ADRC shall make all final reports to Council. These reports to Council will be made using the proper administrative reporting procedures as directed by the Township's Clerk. Notwithstanding anything in this paragraph, ADRC may provide advice to Councillors on a confidential basis.
11. ADRC and the Commissioner acknowledge that the Township is subject to the requirements of the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56 ("MFIPPA"), and agree to cooperate with the Township in fulfilling its obligations under MFIPPA, including but not limited to the Township's obligations under the provisions of Section 17 to Section 23, and Section 36 to Section 38 of MFIPPA, in respect to all recorded information in any form in the custody or under the control of ADRC and the Commissioner as a result of the provision of the Services.
12. In accordance with the Township's obligations pursuant to O. Reg. 191/11, Integrated Accessibility Standards made under the *Accessibility for Ontarians with Disabilities Act*, 2005, S.O. 2005, c. 11 ("AODA"), ADRC must ensure that all employees, agents or others for whom it is responsible receive training in relation to the provision of any goods and services under this contract to persons with disabilities. The Commissioner acknowledges and agrees to comply with the requirements of the AODA.

### **Term, Termination, and Expiration**

13. (a) The term of this Agreement shall commence on the date of execution of this Agreement, and shall be in effect until December 31, 2027 (the "Term"). The Township shall have the option to extend the Term for an additional period of three (3) years. Any further extensions of the Term beyond the three-year extension would require the written consent of both parties.
- (b) Upon any termination of this Agreement, ADRC shall provide to the Township's next Integrity Commissioner all material/documentation related to any investigations underway and such documentation/material shall become the property of the new Integrity Commissioner of the Township. In the event the Township has not contracted the services of a new Integrity Commissioner upon

termination of this Agreement, ADRC shall make arrangements with the Township to transfer documentation/material relating to on-going investigations to the Township's Clerk in a manner that satisfies ADRC's concerns respecting confidentiality of the records while allowing their use for the purposes for which they were created.

(c) Following termination of the Agreement, ADRC shall retain all records and documentation relating to the Services for seven (7) years (the "Retention Period"). Upon completion of the Retention Period, ADRC shall dispose of the records.

### **Impartiality**

14. ADRC acknowledges that neither ADRC, nor any of its employees or agents providing Services to the Township has any conflicts of interest. Specifically, ADRC acknowledges that neither the Commissioner, nor any other employee or agent of ADRC providing Services are employed by the Township, have any financial interest in matters involving the Township, have any interest in matters before the Township's Council, or have any interest in any work undertaken by the Township. ADRC further agrees that ADRC, its employees and agents involved in providing Services will not have any involvement in political campaigning/endorsements, or related conflicts of interest, with any current member of the Township's Council, Committees, Local Boards, or with any current member of a council, committee or local board of a local municipality within the Township preceding or during the Term of the Agreement. ADRC acknowledges that ADRC and the Commissioner shall be and always remain impartial and neutral. ADRC shall perform the Services skilfully, competently, and in accordance with the law.

### **Compensation**

15. (a) The Township shall pay ADRC the fees and disbursements, as set below (ADRC will bill monthly):
- i. The Hourly Rate shall be \$300 + HST per hour for work performed by the Commissioner or any of the Associate Investigators;
  - ii. Mileage within the Township that is reasonably necessary to perform ADRC's Services at a rate of \$0.60/km. The Township agrees that particulars of travel within the Township shall not be disclosed to the Township by ADRC if believed that doing so may compromise confidentiality of a complainant or participant in an investigation;
  - iii. Mileage for reasonable travel to and from the principle offices of the Township, said mileage to be at the rate of \$0.60/km;

- iv. Reimbursement for other modes of transportation to and from the Township provided such travel is reasonable, such reimbursement to be capped at an amount equal to the expense that would be paid for mileage as per section (iii) above;
- v. Reasonable accommodation in the Township, provided said accommodation is deemed necessary and is authorized in advance by the Township;
- vi. A per diem of \$10.00 to cover miscellaneous expenses pertaining to each night of authorized accommodation in the Township, and meals related to such overnight visits will be reimbursed on a receipt basis at rates not to exceed \$12.00/day for breakfast, \$16.00/day for lunch, and \$30.00/day for dinner;
- vii. Long distance telephone charges, fax expenses, and photocopying.

(b) Should ADRC require a meeting space in the Township during the course of an investigation, the Township shall provide such space in a Township facility on an as needed and as available basis. In arranging for such space, the Township will be mindful of the importance of confidentiality. For greater certainty, ADRC may request space in another Township facility where the space offered could, in the opinion of ADRC, give rise to confidentiality concerns.

(c) The Township will print ADRC's reports and will provide services with respect to service of summonses or subpoenas, as may be requested by ADRC at the expense of the Township.

(d) The Township shall provide public access to the Code through its website. The Township shall also provide information about the Code, the functions of the Integrity Commissioner, and the complaint process on its website. ADRC's Services do not include development of a website or such information. Review of the website content does not constitute part of ADRC's Services, unless requested.

(e) If the Township Clerk refuses to authorize any of ADRC's fees and expenses contemplated by the Agreement, ADRC is entitled to appeal such decision directly to the Township's Council.

(f) Should fees or expenses that ADRC feels are necessary for the reasonable performance of the Services be refused on appeal to the Township's Council, then the issue shall be resolved by arbitration pursuant to paragraph 30 of this Agreement.



16. ADRC shall not assume responsibility for, nor seek reimbursement from, the Township for any costs incurred by ADRC not specifically set out in the Agreement unless such costs are authorized, in writing, by the Township's Clerk (in advance).
17. ADRC shall submit an invoice to the Township for all services completed in the immediately preceding month. Interest at the annual rate of 12 percent per annum will be paid on the total outstanding unpaid balance commencing 30 days after the Township has received ADRC's invoice. Any applicable Harmonized Sales Tax shall be added to each monthly invoice as prescribed by law from time to time and shall be paid to ADRC by the Township. ADRC shall provide its HST Registration Number on all invoices to the Township.
18. ADRC shall provide copies of receipts with respect to any disbursement, for which receipts would normally be available, for which ADRC claims payment under this Agreement.

### **Insurance and Indemnification**

#### 19. (a) Indemnity

ADRC agrees to indemnify and save harmless and shall obtain, maintain, pay for and provide evidence of the following insurance.

#### (b) Professional and Commercial General Liability Insurance

ADRC shall obtain, maintain, pay for, and provide evidence of Professional Liability Insurance with limits of not less than \$2 million (\$2,000,000.00), inclusive per claim, covering services or activities by ADRC and ADRC's agents and employees (inclusive of the Commissioner) that are professional in nature and thereby excluded under the Commercial General Liability Policy.

ADRC shall obtain, maintain, pay for, and provide evidence of Commercial General Liability Insurance that includes as an additional insured the Township, with limits of not less than \$5 million (\$5,000,000.00) inclusive per occurrence for bodily and personal injury, death and damage to property including loss of use hereof.

#### (c) Workplace Safety and Insurance Board ("WSIB")

ADRC is not required to register with the WSIB and, upon request, can provide a letter from the WSIB attesting to this.

#### (d) *Municipal Act, 2001* Indemnity

The Township hereby provides the Integrity Commissioner and any person acting under the Integrity Commissioner's instructions with the indemnity provided for

and required in section 223.3(6) of the Municipal Act, 2001, as amended by Bill 68 and effective March 1, 2019.

**Representation of ADRC**

- 20. ADRC is appointed under authority of subsection 223.3(1) of the Act and, as such, is responsible for performing the Services in an independent manner. ADRC and the Commissioner may be identified publicly as the Integrity Commissioner appointed by the Township. ADRC shall be an independent contractor and shall not be considered and shall at no time represent itself or permit any of its employees or agents to represent themselves to be legal counsel, an agent, or an employee of the Township.

**Confidentiality**

- 21. The Commissioner is entitled to have access to all books, records, electronic data processing records, reports, files, and all other papers, things or property belonging to or used by the Township or a local board that the Commissioner believes to be necessary for an inquiry.
- 22. ADRC, the Commissioner, and every person acting under the instructions of either ADRC or the Commissioner shall preserve secrecy with respect to all matters that come to their knowledge in the course of its Services, save and except information that may be disclosed in a criminal proceeding, as required by law or otherwise set out in subsection 223.5(2) of the Act.
- 23. ADRC shall comply with the confidentiality provisions of the Act and specifically the requirements set out in sections 223.5, 223.6, 223.7, and 223.8 of the Act.
- 24. Except as may be required by law, ADRC shall not disclose confidential information that was the subject of a closed meeting under section 239 of the Act, or which could identify a person concerned. Nothing herein precludes the ADRC from making public disclosure of information as is permitted by law.
- 25. In the event the Commissioner believes access is required to files and documents for which solicitor client privilege is claimed, then ADRC shall discuss such request with the Township’s solicitor. If, in the opinion of the Township’s solicitor, such request needs to be approved by the Township’s Council, then the direction of the Township’s Council will be sought by the Township’s solicitor.
- 26. Upon receipt of a Formal Complaint pursuant to the Code, the Commissioner may conduct an informal investigation or may elect to exercise the inquiry powers under sections 33 and 34 of the *Public Inquiries Act*, as contemplated by subsection 223.4(2) of the Act.

### General Conditions

27. Except as set out herein, neither ADRC, nor any person, firm, or corporation associated or affiliated with or subsidiary to ADRC shall have an interest either directly or indirectly with the business of the Township.
28. ADRC is not permitted to assign this Agreement in whole or in part, subject to paragraphs 26 and 27.
29. ADRC recognizes and agrees that the Commissioner has been selected by the Township to perform the Services based on his or her unique qualifications for the position, combined with the support systems provided by ADRC as described in the Proposal. In the event of any delegation of the Services by ADRC to an agent, employee, or other person beyond what is expressly set out in the Proposal, ADRC will notify the Township's Clerk of the identity of the proposed designate, as well as his or her qualifications, experience, and expertise necessary to perform the Services to the same standard.
30. Nothing herein shall preclude the Commissioner from delegating his or her authority to individuals referred to in the Proposal or such other individuals who may be agreed to by the Township in accordance with the provisions of the *Municipal Act, 2001*.
31. Powers and Services assigned to ADRC under this Agreement shall apply to ADRC only while in performance of the Services during the Term of this Agreement.
32. This Agreement supersedes all previous agreements, arrangements, or understandings between the parties whether written or oral in connection with or incidental to ADRC's Services.
33. Any dispute, difference or disagreement between the parties hereto in relation to this Agreement may be referred to arbitration. The parties will agree on a suitable arbitrator and if they are unable to do so, an arbitrator will be appointed by the ADR Institute of Ontario. The award of the arbitrator shall be final and binding upon the parties. The provisions of the *Arbitration Act, 1991*, S.O., 1991, as amended shall apply.
34. The headings used in the Agreement are for convenience of reference only and do not limit or otherwise affect the meaning of the terms, provisions, interpretation, or language of the Agreement.
35. This Agreement may be executed in one or more counterparts, each of which is deemed an original, but all of which taken together constitute one and the same instrument.

**IN WITNESS THEREOF** ADRC has set its corporate seal attested by the hands of its duly authorized officers and the Township has affixed its corporate seal attested by the hands of its duly authorized officers on the day and year first above written.

**SIGNED, SEALED AND DELIVERED**

**TOWNSHIP OF ESSA**

PER:

\_\_\_\_\_  
Name: Sandie Macdonald  
Title: Mayor

\_\_\_\_\_  
Name: Lisa Lehr  
Title: Clerk

**ADR CHAMBERS INC.**

\_\_\_\_\_  
Uri Snir  
Director of ADR Services  
I have authority to bind the  
corporation

**THE CORPORATION OF THE TOWNSHIP OF ESSA**

**BY-LAW 2024 - 07**

**Being a By-law to confirm the proceedings of the Council meeting held on the 17<sup>th</sup> day of January, 2024.**

THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF ESSA  
HEREBY ENACTS AS FOLLOWS:

THAT the action of the Council at its meeting held on the 17<sup>th</sup> day of January, 2024 and, in respect of each recommendation contained in the Minutes of the Regular Council meeting held on the 20<sup>th</sup> day of December, 2023, the Minutes of the Committee of the Whole meeting held on the 20<sup>th</sup> day of December, 2023, and the Minutes of the Special meeting held on the 20<sup>th</sup> day of December, 2023, and, in respect of each motion, resolution and other action passed and taken by Council at the said meetings, is, except where prior approval of the Ontario Municipal Board is required, hereby adopted, ratified and confirmed.

THAT the Mayor and the proper officials of the Township of Essa are hereby authorized and directed to do all things necessary to give effect to the said actions or to obtain approvals where required, and to execute all documents as may be necessary in that behalf and the Clerk is hereby authorized and directed to affix the Corporate Seal to all such documents.

READ A FIRST, AND TAKEN AS READ A SECOND AND THIRD TIME AND  
FINALLY PASSED on this the 17<sup>th</sup> day of January, 2024.

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Sandie Macdonald, Mayor

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Lisa Lehr, Manager of Legislative Services