

**THE CORPORATION OF THE TOWNSHIP OF ESSA
REGULAR COUNCIL MEETING
WEDNESDAY, MARCH 5, 2025
(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 Committee of the Whole meeting of this date be approved; and **THAT** the minutes of the Committee of the Whole and Regular Council meetings held on the 19th day of February, 2025 be adopted as circulated.

4. CONSENT AGENDA

Recommendation: **BE IT RESOLVED THAT** the items listed in the Consent Agenda dated March 5th 2025, be received for information.

5. COMMITTEE REPORTS

- a. **Minutes of the Essa Public Library Board.**
p. 7

Recommendation: **BE IT RESOLVED THAT** the minutes of the Essa Public Library Board from their meetings held on January 27, 2025, be received.

6. PETITIONS

7. MOTIONS AND NOTICES OF MOTIONS

8. UNFINISHED BUSINESS

9. BY-LAWS

- p. 10 a. By-law 2025-11 – A By-law to authorize the levy and collection of interim tax and provide for penalty and interest.
- p. 14 b. By-law 2025-12 – A By-law to authorized municipal borrowing for current expenditures for 2025.
- p.16 c. By-law 2025-13 – A By-law to amend the Zoning By-law 2003-50 for all lands throughout the Township (ARU).

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- p. 17 d. By-law 2025-14 – A By-law to amend the Zoning By-law 2023-50 – 8949 Smith Road.
- p. 20 e. By-law 2025-15 – A By-law to adopt Amendment No.42 to the Official Plan - 8949 Smith Road.
- p. 31 f. By-law 2025-16 – A By-law to appoint a By-law Officer.
- p. 33 g. By-law 2025-17 - A By-law to amend schedule “A” of By-law 2024-25.
- p. 53 h. By-law 2025-18 – A By-law to repeal and replace By-law 2019-68, Pre-Consultation By-law.

Recommendation: **BE IT RESOLVED THAT** By-law 2025-11, By-law 2025-12, By-law 2025-13, By-law 2025-14, By-law 2025-15, By-law 2025-16, By-law 2025-17 and By-law 2025-18 be read a first, and taken as read a second and third time and finally passed.

10. QUESTIONS

11. CLOSED SESSION

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

- a. **Staff Report CAO004-25, re: Staffing.**
- Personal Matters About an Identifiable Individual – s.239(2)(b)
 - Labour Relations or Employee Negotiations – s.239(2)(d)

Motion to Rise and Report from Closed Session Meeting of March 5, 2025.

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

12. CONFIRMATION BY-LAW

p. 55 **By-law 2025-19**

Recommendation: **BE IT RESOLVED THAT** leave be granted to introduce By-law 2025-19, that being a By-law to confirm the proceedings of the Committee of the Whole, Closed and Council meetings held on this 5th day of March, 2025; 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 19th day of March, 2025 at 6:00 p.m.

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**THE CORPORATION OF THE TOWNSHIP OF ESSA
COMMITTEE OF THE WHOLE MEETING
WEDNESDAY, FEBRUARY 19, 2025**

MINUTES

A Committee of the Whole meeting was held in person on Wednesday February 19, 2025, in the Council Chambers of the Administration Centre, Township of Essa.

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

Regrets: Deputy Mayor Michael Smith

Staff in attendance: M. Mikael, Chief Administrative Officer
C. Rankin, Manager of Parks and Recreation
S. Haniff, Manager of Planning
J. Kolb, Manager of Public Works
P. Granes, Chief Building Official
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 pm.

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 honouring 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

STAFF REPORTS

4. PLANNING AND DEVELOPMENT / BUILDING

- a. Staff Report PD003-25 submitted by the Development Planner, re: Proposed Official Plan Amendment (OPA 47) and Zoning By-law Amendment (Z15-23) – 8949 Smith Road.

Resolution No: CW010-2025 Moved by: Kiezebrink Seconded by: Sander

1

BE IT RESOLVED THAT That Staff Report PD003-25 be received; and
THAT Council adopt a by-law to authorize the Mayor and Clerk to execute an Amendment to the Official Plan, which would redesignate a portion of the property municipally known as 8949 Smith Road from 'Rural' to 'Industrial', 'Transport and Utility', 'Commercial', and 'Residential'; and
THAT Council approve an amendment to the Township's Zoning By-law (2003-50), for a portion of the lands municipally known as 8949 Smith Road from the 'Agricultural (A) Zone' to the 'General Industrial with Special Provisions (M1-2) Zone', 'Residential, Low Density, Detached (R1) Zone', 'Core Commercial (C2) Zone', and 'Public Services (PS) Zone'.

---Carried---

b. Staff Report PD004-25 submitted by the Development Planner, re: Proposed Housekeeping By-law (Z2-25) – Provincial Changes to ARU Policy.

Resolution No: CW011-2025 Moved by: Sander Seconded by: Maltby

BE IT RESOLVED THAT That Staff Report PD004-25 be received; and
THAT 'Section 3: Definitions' of By-law No. 2003-50, is amended by adding the following to Section 3:

"Additional Residential Unit" or "In-law Suite" means a separate and self-contained dwelling unit that is subordinate to the Primary Dwelling and located within the same building or within a detached accessory building/structure on the same lot as the Primary Dwelling; and

THAT 'Section 4.38.1' of By-law No. 2003-50, is amended by adding the following to Section 4.38.1:

o) An additional residential unit may exceed the maximum lot coverage requirements up to a total of 45% and not preclude maximum gross floor area restrictions.

p) All other provisions of the respective zone are complied with.

---Carried---

c. Staff Report PD005-25 submitted by the Manager of Planning, re: Additional Residential Unit Guide.

Resolution No: CW012-2025 Moved by: Maltby Seconded by: Kiezebrink

BE IT RESOLVED THAT Staff Report PD005-25 be received; and
THAT Council consider approving the Additional Residential Unit Guide and directing Staff to promote the material online and in-person.

---Carried---

5. PARKS AND RECREATION / COMMUNITY SERVICES

6. FIRE AND EMERGENCY SERVICES

7. PUBLIC WORKS

- a. **Staff Report PW002-25 submitted by the Manager of Public Works, re: Street Lighting Policy.**

Resolution No: CW013-2025 Moved by: Sander Seconded by: Kiezebrink

***BE IT RESOLVED THAT** Staff Report PW002-25 be received; and
THAT Council adopt the attached draft street lighting policy.*

---Carried---

8. FINANCE

9. CLERKS / BY-LAW ENFORCEMENT / IT

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

- a. **Staff Report CAO002-25 submitted by the Chief Administrative Officer, re: Municipal Insurance Pool.**

Resolution No: CW014-2025 Moved by: Sander Seconded by: Kiezebrink

***BE IT RESOLVED THAT** Staff Report CAO002-25 be received; and
THAT Council direct Staff to join the local Municipal Insurance Pool and execute the Form of Subscription in the Municipalities in the County of Simcoe Subscribers' Agreement, in the form substantially attached hereto; and
THAT Council authorize the Manager Finance/Treasurer or designate to represent the Township of Essa on the Pool Advisory Board; and
THAT all savings collected through participation in the Municipal Insurance Pool be deposited into an "Insurance Reserve" for a minimum of three years.*

---Carried---

11. OTHER BUSINESS

Council extended sincere thanks to the Public Works Department for their efforts in removing snow from the roads following the extreme weather events this month.

12. ADJOURNMENT

Resolution No: CW015-2025 Moved by: Maltby Seconded by: Kiezebrink

***BE IT RESOLVED THAT** this meeting of Committee of the Whole of the Township of Essa adjourn at 6:31p.m., to meet again on the 5th day of March, 2025 at 6:00 p.m.*

---Carried---

Sandie Macdonald
Mayor

Lisa Lehr
Manager of Legislative Services

**THE CORPORATION OF THE TOWNSHIP OF ESSA
REGULAR COUNCIL MEETING
WEDNESDAY, FEBRUARY 19, 2025**

MINUTES

A Regular Council meeting was held in person on Wednesday February 19, 2025, in the Council Chambers at the Administration Centre located at 5786 County Road 21, Utopia.

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

Regrets: Deputy Mayor Michael Smith

Staff in attendance: M. Mikael, Chief Administrative Officer
S. Haniff, Manager of Planning
J. Kolb, Manager of Public Works
C. Rankin, Manager of Parks and Recreation
P. Granes, Chief Building Official
S. Corbett, Deputy Clerk
L. Lehr, Manager of Legislative Services

1. OPENING OF MEETING BY THE MAYOR

Mayor Macdonald opened the meeting at 6:31 pm.

2. DISCLOSURE OF PECUNIARY INTEREST

3. ADOPTION OF PREVIOUS MINUTES AND MOTIONS

Resolution No: CR014-2025 Moved by: Sander Seconded by: Maltby

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 Public, Committee of the Whole and Regular Council meetings held on the 5th day of February, 2025 be adopted as circulated.

---Carried---

4. CONSENT AGENDA

Resolution No: CR015-2025 Moved by: Kiezebrink Seconded by: Maltby

BE IT RESOLVED THAT the items listed in the Consent Agenda dated February 19th 2025, be received for information.

---Carried---

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5. COMMITTEE REPORTS

Resolution No: CR016-2025 Moved by: Sander Seconded by: Maltby

a. Minutes of the Traffic Advisory Committee

BE IT RESOLVED THAT the minutes of the Essa Traffic Advisory Committee from their meetings held on July 2, 2024, September 24, 2024 and January 28, 2025, be received.

---Carried---

b. Minutes of the Angus Business Improvement Area Board

Resolution No: CR017-2025 Moved by: Sander Seconded by: Maltby

BE IT RESOLVED THAT the minutes of the Angus Business Improvement Area Board from their meeting held on October 23, 2024, be received.

---Carried---

6. PETITIONS

7. MOTIONS AND NOTICES OF MOTIONS

8. UNFINISHED BUSINESS

9. BY-LAWS

Resolution No: CR018-2025 Moved by: Kiezebrink Seconded by: Maltby

a. By-law 2025-09 – A By-law to appoint a Secretary-Treasurer to the Committee of Adjustment and to appoint a Zoning Administrator.

---Carried---

BE IT RESOLVED THAT By-law 2025-09, be read a first, and taken as read a second and third time and finally passed.

10. QUESTIONS

11. CLOSED SESSION

Council did not proceed into Closed Session

The following items were passed by Council:

a. **Staff Report CAO003-25, re: Staffing**

Resolution No: CR019-2025 Moved by: Maltby Seconded by: Sander

BE IT RESOLVED THAT Confidential Staff Report CAO003-25 be received; and THAT Council direct staff in accordance with Option #2 as contained within the body of this confidential report.

---Carried---

b. **Staff Report C002-25, re: Committee Member Removal and Replacement**

Resolution No: CR019-2025 Moved by: Kiezebrink Seconded by: Sander

BE IT RESOLVED THAT Confidential Staff Report C002-25 be received; and THAT Council direct staff in accordance with Option #2 as contained within the body of this confidential report.

---Carried---

12. **CONFIRMATION BY-LAW**

By-law 2025-10

Resolution No: CR020-2025 Moved by: Maltby Seconded by: Sander

BE IT RESOLVED THAT leave be granted to introduce By-law 2025-10, that being a By-law to confirm the proceedings of the Committee of the Whole, Closed and Council meetings held on this 19th day of February, 2025; 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: CR020-2025 Moved by: Sander Seconded by: Maltby

BE IT RESOLVED THAT this meeting of Council of the Township of Essa adjourn at 6:35 p.m. to meet again on the 5th day of March, 2025 at 6:00 p.m.

---Carried---

Sandie Macdonald
Mayor

Lisa Lehr
Manager of Legislative Services

Essa Public Library Board
Minutes
Monday, January 27, 2025, 7:00pm
Virtual

Directors Present: J. Hunter, Chair; C. Cryer, Vice-Chair; J. Bushey; J. Eagleson; S. Hyatt
Regrets: L. Maltby, Council Representative
Staff Present: L. Wark, CEO/Secretary/Treasurer; G. Newbatt, Manager of Library Services

1. Respect and Acknowledgement Declaration: (J. Eagleson)

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 honouring Indigenous history and culture and are committed to moving forward in the spirit of reconciliation and respect with all First Nations, Metis and Inuit People. We are grateful to work and live on this land.

2. Call to Order at 7:04 pm by Chair, J. Hunter.

3. Chairperson's Remarks:

Welcome to our first Essa Public Library Board meeting of 2025. This is the final year of our current 4-year term. As Board members, we will have to reapply for our seats on the Board this fall if we wish to serve another 4-year term. Thank you for your attentiveness, creativity and sound judgement in 2024. I look forward to another positive year in 2025 with this current Board!

It is also the first year of our new Strategic Plan. We have set priorities and set goals with our community needs in mind to improve collection and service. Essa Public Library is surely a place to Imagine, Discover, and Connect!

Year 4 is legacy year. As a team we will work towards the fulfillment of our 2025 – 2028 Strategic Plan, but obviously there will be a lot left undone by the end of our term. It is our duty to help the new Board with a legacy letter describing where we left off so the good work already done can be seamlessly carried on by the new Board. I would like you to keep this in the back of your minds as we go through this year.

Tonight, all the policy reviews are related to Health & Safety. Our Library is nothing without our staff, and we are responsible to keep them safe.

4. Approval of the Agenda

2025:001 Moved: CC

Seconded: JE

Carried

THAT the Agenda for January 27, 2025 be approved as circulated.

5. Declaration of Conflicts of Interest for proceedings before this Board: None

6. Minutes of the Preceding Regular Meeting

2025:002 Moved: SH

Seconded: JB

Carried

THAT the December 16, 2024, Regular Meeting Minutes be approved as circulated.

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7. Business Arising from past Minutes: None
8. Communications:
 - 8.1 Ontario Library Service consultant response regarding EPL Joint Health and Safety Committee participation 7Dec2024
 - 8.2 Media Release – Council approves 2025 Township of Essa Budget 19Dec2024
 - 8.3 Barrie News – New EarlyON opening in Thornton 10Jan2025
9. Treasurer Report:
 - 9.1 Actual to Budget Year to Date 23Jan2025
 - 9.2 2025 Budget includes a 3% Cost of Living Allowance [COLA] increase for staff.
 - 9.3 2024 Foundation and Corporate partners review: Tim Horton's (\$7,804), Starbucks (\$2,700), RBC Volunteer Grant (\$625), Hydro One (\$750).
 - 9.4 Grants & Donations:
 - Canada Summer Jobs – Applied
 - Provincial Summer Employment Opportunity – may apply again for 2026
 - Adjala-Tosorontio 2025 Library Services Contract - \$8,050 Received.
 - Federal New Horizon Grant – Applied: \$14,326`
 - Remaining balance of Simcoe Age Friendly Grant to be received \$2,867.10

2025:003 Moved: CC Seconded: JB Carried
THAT the Library Board receives the Treasurer's Report, including the Actual to Budget Year to Date Comparison to January 23, 2025, as circulated.

10. CEO Report, January 2025
 - 10.1 December Library Report
 - 10.2 Manager Report
 - 10.3 NPSS & EPL Working Committee Minutes 14Nov2024 and 18Dec2024

2025:004 Moved: JE Seconded: JB Carried
THAT the Library Board receives the CEO Report as circulated.

11. Ontario Library Service Trustee report (Eagleson): None
12. Committee of the Whole: EPL Health and Safety Statement.

Virtual Policy Review Committee meeting Tuesday, January 21st with Hunter, Hyatt and CEO:

- 12.1 EPL H&S:001 H&S Responsibilities Policy
- 12.1 EPL H&S:001 Supervisor Health and Safety Appraisal Form
- 12.1 EPL H&S:001 Worker Health and Safety Appraisal Form
- 12.1 EPL H&S:001 Manager Health and Safety Appraisal Form
- 12.2 EPL H&S:003 Worker's Right to Refuse Unsafe Work Policy
- 12.3 EPL H&S:007 Working Alone Policy
- 12.4 EPL H&S:008 Non-Routine Work Policy

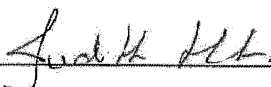
2025:005 Moved: SH Seconded: JB Carried
THAT the Library Board approve updates to H&S:001 H&S Responsibilities, H&S:003 Worker's Right to Refuse Unsafe Work Policy and H&S:007 Working Alone Policy as circulated; retires H&S:001 Supervisor, Worker, Manager Health and Safety Appraisal Forms, and retires H&S:008 Non-Routine Work Policy.

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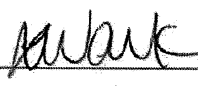
- 13. Closed Meeting: None
- 14. Other Business: None
- 15. Next meeting: February 24, 2025, 7pm, Virtual
- 16. Adjournment
2025:006 Moved: CC
THAT the Meeting be adjourned at 7:35pm.

Carried

Approved: February 24, 2025



Chair: Judith Hunter



CEO: Laura Wark

Complete minutes and accompanying documents are located at www.essalibrary.ca

THE CORPORATION OF THE TOWNSHIP OF ESSA

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BY-LAW 2025 – 11

A By-law to authorize the levy and collection of an interim tax on all properties and property classes, and to establish the date(s) for payment of taxes, and to provide for penalty and interest.

WHEREAS Section 317(1) of *The Municipal Act*, S.O. 2001, c.25, as amended, provides that the Council of a local municipality may, before the adoption of the estimates for the year under section 290, pass a by-law levying amounts on the assessment of property in the local municipality rateable for local municipal purposes; and

WHEREAS the Council of The Township of Essa deems it appropriate to provide for such interim levy on the assessment of property in this municipality; and

WHEREAS the *Municipal Act*, S.O. 2001, Chapter 25, Section 391 as amended, permits the imposition of fees or charges on persons for services provided or done by or on behalf of any other municipality; and

WHEREAS the *Municipal Act*, S.O. 2001, Chapter 25, Section 398(1) (2) as amended, permits that fees or charges constitute a debt of the person to the municipality and that such amount owing can be added to the Tax Roll and collected in same manner as municipal taxes; and

WHEREAS Section 345(2) of the *Municipal Act*, as amended, provides that Council may, by by-law, impose a percentage charge as a penalty for non-payment of taxes on any class or installment thereof not exceeding 1.25% on the first day of default and on the first day of each calendar month thereafter in which default continues.

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

ADMINISTRATION

1. That the amounts levied shall be as follows:
 - 1.1 For the Residential, Pipeline, Farmland and Managed Forest, Multi-Residential, Commercial and Industrial property classes there shall be imposed and collected an interim levy of:
 - (a) the percentage prescribed by the Minister under section 317(3) of the *Municipal Act*; or,
 - (b) 50%, if no percentage is prescribed, of the total taxes for municipal and school purposes levied on the property in the year 2022.

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2. That the calculation of the amount shall be as follows:
 - 2.1 For the purposes of calculating the total amount of taxes for the year 2025, if any taxes for municipal and school purposes were levied on a property for only part of 2024 because assessment was added to the collector's roll during 2024, an amount shall be added equal to the additional taxes that would have been levied on the property if taxes for municipal and school purposes had been levied for the entire year;
3. That the date(s) for payment of taxes levied under the authority of this By-law shall be as follows:

Due date of First Interim Installment:
Three banking days before the last banking day of March

Due date of Second Interim Installment:
Three banking days before the last banking day of June
4. That the date(s) for payment of taxes levied under the authority of the By-law to adopt the estimates of all sums required during the year for all purposes of the municipality for levying the rates and to expend, pledge or apply monies from reserve funds and contributions shall be as follows:

Due date of First Final Installment:
Three banking days before the last banking day of September

Due date of Second Final Installment:
Three banking days before the last banking day of November
5. That no discounts shall be allowed for punctual payment of any taxes or prepayment thereof.
6. That the Manager of Finance of the Corporation shall add to the amount of all taxes due and unpaid and levied under the authority of this By-law a penalty charge equal to one and one-quarter per cent (1.25%) of such amount and the penalty charge shall be added on the first day of the calendar month following the due date, and on the first day of each calendar month thereafter in which default continues but not after the end of the year in which the taxes are levied after which statutory interest of one and one-quarter per cent (1.25%) per month will apply.
7. That the Manager of Finance, no later than twenty-one (21) days prior to the date that the first installment is due, shall mail or cause to be mailed to the assessed owner as recorded in the last revised assessment roll, a tax notice setting out the amount of each installment, the date by which it is to be paid, and the penalty charge imposed for late payment.
8. That the taxes shall be payable to the Corporation on or before the due date and shall be payable at the Municipal Office, or at the Bank of Nova Scotia in Alliston and Angus, or at the TD Bank in Alliston and Angus, or via teller at the Royal Bank of Canada in Alliston.

The resident (or presenter of the bill) will be responsible to pay any applicable service charge to the financial institution that accepts the payment. Electronic Fund Transfers (EFT) are available through a Pre-Authorized Payment Plan with the Township and Telephone EFT and EDI payments with various Financial Institutions. In addition, payment can be left after hours at the Municipal Office drop box on the lower level, side entrance. A pre-authorized payment plan can be arranged at the Municipal office. All payments shall be deemed to be paid to the Corporation on the date the Township receives the payment.

9. That except for accounts affected by tax registration procedures, the Manager of Finance and the Collector are hereby authorized to accept part payment from time to time on account of any such taxes that are due, and to give a receipt for such part payment, provided that acceptance of any such part payment shall not affect the collection of any penalty charges imposed and collectable in respect of non-payment of the taxes or any installment thereof.
10. That all taxes levied pursuant to an assessment made under the provisions of Sections 33 and 34 of the *Assessment Act*, as amended, shall be due and payable upon issue and mailing of a tax notice, and said taxes shall be collected on a date to be determined by the Manager of Finance or Collector, with payments due and payable not less than twenty-one (21) days after the billing date.
11. That there be imposed a handling fee of \$40.00 for any returned cheques.

CONFLICTING LEGISLATION

12. If this By-law conflicts with the provisions of any Act, other than the *Municipal Act*, the provisions of that Act prevail to the extent of the conflict.

VALIDITY AND SEVERABILITY

13. It is hereby declared that notwithstanding any section, subsections, clause, paragraph or provision of this By-law or parts thereof, may be declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or beyond the powers of Council to enact, such section or sections or parts thereof shall be deemed to be severable and that all other sections or parts of this By-law are separate and independent therefrom and enacted as such as a whole. Same shall not affect the validity or enforceability of any other provisions of this By-law or of the By-law as a whole.

Whenever any reference is made in this By-law to a statute of the Legislature of the Province of Ontario, such reference shall be deemed to include all subsequent amendments to such statute and all successor legislation to such statute.

ENFORCEMENT

14. This By-law shall be administered by the Manager of Finance of the Corporation of the Township of Essa.

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FORCE AND EFFECT

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

READ A FIRST, AND TAKEN AS READ A SECOND AND THIRD TIME AND FINALLY PASSED on this the 5th day of March 2025.

Sandie Macdonald, Mayor

Lisa Lehr, Manager of Legislative Services

THE CORPORATION OF THE TOWNSHIP OF ESSA

BY-LAW 2025- 12

Being a By-law to authorize municipal borrowing for current expenditures for 2025.

WHEREAS the Council of the Corporation of the Township of Essa deems it necessary to borrow the sum of Two Million Dollars (\$2,000,000) to meet the current expenditures of the Corporation for the year, until the taxes are collected;

NOW THEREFORE BE IT ENACTED as a By-law of the said Corporation as follows:

1. The Mayor and the Manager of Finance are hereby authorized to borrow from the Bank of Nova Scotia from time to time by way of promissory note a sum or sums not exceeding at any one time, Two Million Dollars (\$2,000,000) to meet, until the taxes are collected, the current expenditures of the Corporation for the year.
2. The Mayor and the Manager of Finance are hereby authorized to sign on behalf of the Corporation and to furnish to the said Bank from time to time a promissory note or notes sealed with the corporate seal for the sum or sums so borrowed with interest at such rate as the said Bank may from time to time determine.
3. The Manager of Finance is hereby authorized and directed to furnish to the said Bank, as it may from time-to-time request, a statement showing the nature and amount of the estimated revenues of the current year not yet collected or of the estimated revenues of the Corporation as set forth in the estimates adopted for the next preceding year, that have not been repaid.
4. All sums borrowed from the said Bank shall, with interest thereon, be a charge upon the whole or any part or parts of the revenues of the Corporation for the current year and for any preceding years, as and when such revenues are received.
5. The Manager of Finance is hereby authorized and directed to apply in payment of all sums borrowed from the said Bank, with interest thereon, all of the money hereafter collected or received on account or realized in respect of the taxes levied for the current year and for any preceding years and all of the monies collected or received from any other source.
6. That this By-law shall come into force and take effect on the day it is finally passed.

READ A FIRST, AND TAKEN AS READ A SECOND AND THIRD TIME AND FINALLY PASSED on this the 5th day of March, 2025.

Sandie Macdonald, Mayor

Lisa Lehr, Manager of Legislative Services

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Appendix A to By-law 2025- 12

AGREEMENT

BETWEEN:

THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF ESSA
(hereinafter called the "Corporation" of the one part);

and

THE BANK OF NOVA SCOTIA
(hereinafter called the "Bank" of the other part);

WHEREAS a By-law passed by the Council of the Corporation on the 5th day of March, 2025, provides authority to the Mayor and the Manager of Finance of the Corporation to borrow from the Bank the monies therein mentioned, and by such By-law this agreement was authorized; and

WHEREAS the Corporation desires to borrow the said monies by promissory notes and the Bank, in consideration of the execution of this agreement by the Corporation, has consented thereto subject to and upon the terms and conditions hereinafter set forth;

IT IS NOW HEREBY AGREED that the said monies may be borrowed by the Mayor and the Manager of Finance for the Corporation from the Bank upon the promissory notes of the Corporation signed by the Mayor and the Manager of Finance and sealed with the seal of the Corporation.

IT IS FURTHER AGREED that the Corporation shall repay the monies so advanced with interest on such date as shall be agreed with the Bank and in any event not later than the 31st day of December next ensuing.

As security for repayment of the monies so advanced by the Bank and interest thereon, all the revenues of the Corporation of whatever nature and kind are hereby charged to and in favour of the Bank, and the Bank shall have a lien upon all such revenues until the charge hereby and by said By-law created is satisfied.

IN WITNESS WHEREOF the Corporation has caused its corporate seal to be hereunto affixed under the hands of its Mayor and Treasurer on the date and year first above written.

THE CORPORATION OF THE TOWNSHIP OF ESSA.

Sandie Macdonald, Mayor

15

Deborah Dollmaier, Manager of Finance

9c

THE CORPORATION OF THE TOWNSHIP OF ESSA

BY-LAW 2025 – 13

Being a By-law to amend the Township’s Zoning By-law, By-law 2003-50, as amended, affecting all lands throughout the Municipality.

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 may pass by-laws pursuant to Section 34 of the *Planning Act*, R.S.O 1990, as amended;

AND WHEREAS the Council of the Corporation of the Township of Essa has determined a need to clarify various matters contained within the Zoning By-law such as some definitions.

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

- 1. THAT ‘Section 3: Definitions’ of By-law No. 2003-50, is amended by adding the following to Section 3:

“Additional Residential Unit” or “In-Law Suite”

means a separate and self-contained dwelling unit that is subordinate to the Primary Dwelling and located within the same building or within a detached accessory structure on the same lot as the Primary Dwelling.

- 2. THAT ‘Section 4.38.1 – Additional Residential Units be amended to include the following provision:
 - a. Fully serviced lots with Additional Residential Units shall not exceed 45% lot coverage.

- 3. 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 5th day of March 2025.

Sandie Macdonald, Mayor

Lisa Lehr, Manager of Legislative Services

9d

THE CORPORATION OF THE TOWNSHIP OF ESSA

BY-LAW 2025 – 14

A By-law of the Township of Essa to amend Zoning By-law No. 2003-50 by rezoning a portion of the lands legally known as Part of East half of Lot 31, part East Part of Lot 32, and West part of Lot 32 Concession 6, known municipally as 8949 Smith Road, in the Township of Essa from the “Agricultural (A) Zone” to “General Industrial with Special Provisions (M1-2)” Zone, “Low Density, Detached Residential (R1)” Zone, “Core Commercial with Special Provisions (C2-5)” Zone and “Public Services (PS)” Zone.

WHEREAS the Council of the Corporation of the Township of Essa may pass by-laws pursuant to Section 34 of the Planning Act, R.S.O 1990, as amended;

AND WHEREAS the Council of the Corporation of the Township of Essa has determined a need to rezone a parcel of land known municipally as 8949 Smith Road;

AND WHEREAS the Council 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 Schedule A – Township Map, is hereby further amended by rezoning a portion of those lands described as Part of East half of Lot 31, part East Part of Lot 32, and West part of Lot 32 Concession 6, known municipally as 8949 Smith Road, from the “Agricultural (A)” Zone to the “General Industrial with Special Provisions (M1-2)” Zone, “Low Density, Detached Residential (R1)” Zone, “Core Commercial with Special Provisions (C2-5)” Zone and “Public Services (PS)” Zone as shown in Schedule “A” attached hereto, and Schedule “A” attached hereto forms part of By-law 2003-50 as amended;
2. **THAT** notwithstanding Sections 24.4 and 29 of this Zoning By-Law No. 2003-50, the following special zoning regulations shall apply to “General Industrial with Special Provisions (M1-2)” Zone:
 - a) *Where an industrial zone abuts an area where residential use is permitted, no industrial buildings shall be located within 24.4 m of the abutting lot line.*
 - b) *All uses specified in Section 29 – Permitted Uses for all Industrial Zones are not permitted in lands zoned M1-2 save and except for a Wood Storage Facility, Building and structures incidental to the Wood Storage Facility and its related processes, as well as Shipping Containers.*

9d

3. Notwithstanding Section 20.2 of this Zoning By-Law No. 2003-50, the following special zoning regulations shall apply within the "Core Commercial with Special Provisions (C2-5) Zone":

Permitted Uses specific to a Wood Storage Facility

- a) *Retail Sales*
- b) *Parking lots or structures*
- c) *Business or professional offices*
- d) *Showroom*
- e) *Accessory buildings or structures subsidiary to any of the above.*

The Maximum Lot Coverage for the Core Commercial with Special Provisions (C2-5) Zone lot shall not exceed 20%.

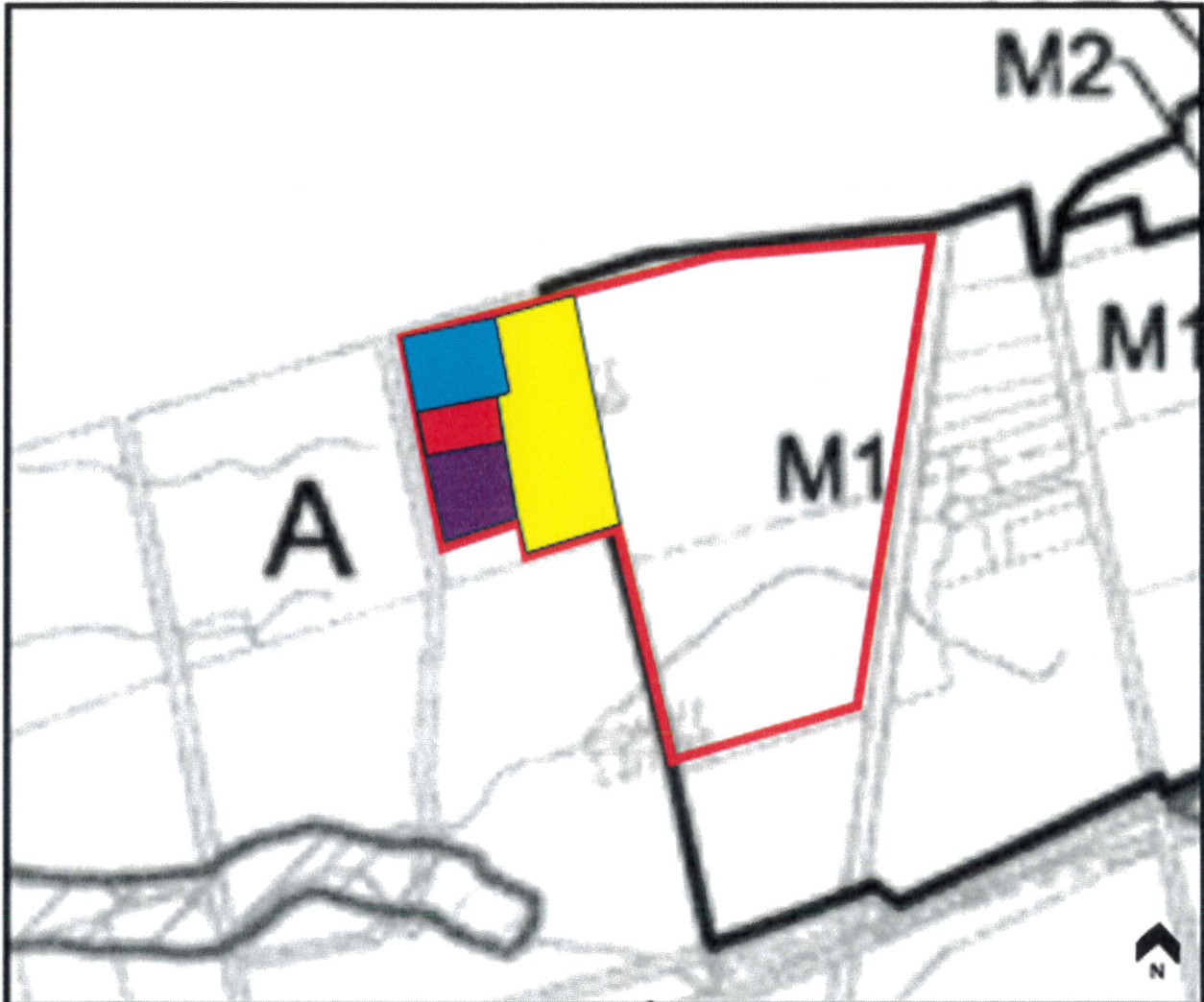
4. **THAT** this by-law shall take effect as of the date of passing subject to the provisions of the Planning Act, R.S.O 1990, Chap. P.13 as amended.

BY-LAW read a **FIRST, SECOND** and **THIRD** time and finally **PASSED** this 5th day of March 2025.






Sandie Macdonald, Mayor

Lisa Lehr, Clerk

Schedule "A" of By-law 2025 -



LEGEND

-  Subject Lands
-  Lands to be rezoned from "Agricultural (A) Zone" to "General Industrial (M1) zone – Special Provision – XX"
-  Lands to be rezoned from "Agricultural (A) Zone" to "Public Services (PS)"
-  Lands to be rezoned from "Agricultural (A) Zone" to "Low Density, Detached Residential (R1) Zone"
-  Lands to be rezoned from "Agricultural (A) Zone" to "Core Commercial (C2) Zone – Special Provision – XX"

**Draft Zoning By-law Schedule
Township of Essa Zoning**

Source: Township of Essa Zoning By-law 2003-50

Drawn By: JA

File: 23-1275a

IPS INNOVATIVE PLANNING SOLUTIONS
 PLANNERS - PROJECT MANAGERS - LAND DEVELOPERS

THE CORPORATION OF THE TOWNSHIP OF ESSA

BY-LAW NO. 2025-15

A By-law to adopt Amendment No. 42 to the Official Plan for the Township of Essa.

WHEREAS the Council of the Corporation of the Township of ESSA, in accordance with the provisions of the Planning Act, R.S.O. 1990, as amended, **HEREBY ENACTS AS FOLLOWS:**

1. **THAT** the attached explanatory text, policies and schedule constituting Amendment No. 42 to the Official Plan for the Township of Essa shall be and is hereby adopted.
2. **THAT** the Clerk is hereby authorized and directed to make the application to the County of Simcoe for approval of the aforementioned Amendment No. 42 to the Official Plan for the Township of Essa.
3. **THAT** this Bylaw shall come into force and take effect on the date of its final passing, subject to the approval of the County of Simcoe.

READ A FIRST AND TAKEN AS READ A SECOND AND THIRD TIME AND FINALLY PASSED on this the 5th day of March 2025.

Sandie Macdonald
Mayor

Lisa Lehr
Manager of Legislative Services Clerk

9e

OFFICIAL PLAN AMENDMENT NO. 42

TO THE OFFICIAL PLAN FOR

THE TOWNSHIP OF ESSA

21

THE CONSTITUTIONAL STATEMENT

PART A – THE PREAMBLE

Does not constitute part of this Amendment.

PART B – THE AMENDMENT

Consisting of the following text and Schedules 'A' constitutes Amendment No. 42 to the Corporation of the Township of Essa Official Plan.

PART C – THE APPENDICES

Attached hereto do not constitute as part of this Amendment. These Appendices contain background data and planning considerations associated with this Amendment.

9e

PART A – THE PREAMBLE

1.0 PURPOSE

The purpose of this Official Plan Amendment is described as follows:

To change the land designation on a portion of the Subject Lands from 'Rural' to 'Industrial', 'Transport and Utility', 'Commercial' and 'Residential' as designated by Schedule A (Land Use Designations) of the Township of Essa Official Plan.

The lands are shown more precisely on Schedule 'A' attached hereto. The Amendment will permit the development of these lands into industrial lots, commercial lots, residential lots and stormwater management facilities.

2.0 LOCATION

The lands affected by this Amendment are municipally known as 8949 Smith Road in the Township of Essa, legally described as Part of East half of Lot 31, part East Part of Lot 32, and West part of Lot 32 Concession 6, which will herein be referred to as the "Subject Lands".

The lands are shown more precisely on Schedule 'A' attached to this Amendment.

The Subject Lands include 43.98 ha. (108.7 ac.) of land holdings with 864.5m frontage on County Rd. 90 and 330.4m on Smith Road.

The lands are currently designated by Schedule A (Land Use) as *Rural* and *Industrial*, based on historical land use. An Amendment is required to redesignate a portion of the lands into the *Industrial, Transport and Utility, Commercial* and *Residential* land use designations.

The Subject Lands are currently zoned *Agricultural (A)* and *General Industrial (M1)* by the Township of Essa Zoning By-law 2003-50. A subsequent Zoning By-law Amendment is required to rezone the lands to "General Industrial with Special Provisions (M1-2)" Zone, "Low Density, Detached Residential (R1)" Zone, "Core Commercial with Special Provisions(C2-5)" Zone and "Public Services (PS)" Zone.

3.0 BASIS

The proposed Official Plan Amendment intends to permit the development of 7 lots: 2 lots (blocks 1 and 19) for industrial uses; 1 lot for stormwater management (block 24); 1 lot for commercial purposes (block 23) and 3 lots for residential purposes (blocks 20, 21 & 22). The subdivision will be serviced by private septic and well, as municipal services are not available off County Road 90 or Smith Road. The Official Plan Amendment will redesignate a portion of the land from 'Rural' to 'Industrial', 'Transport and Utility', 'Commercial' and 'Residential' to facilitate the proposed development.

The development will assist the Township of Essa and the County of Simcoe in meeting employment targets as the proposed lots will accommodate business and provide employment opportunities and is consistent with the general goals and objectives of the Planning Act, Provincial Planning Statement (2024), Simcoe County Official Plan and Township of Essa Official Plan.

The proposed development represents appropriate and logical use of the property as surrounding areas and lands to the east are also designated and zoned for industrial use. As identified by the reports submitted in support of this application, no land use constraints have been identified that would prevent this development from proceeding.

The Amendment conforms to applicable policies and represents good planning.

The Planning Act, R.S.O. 1990, c.P.13

The Proposed Amendment has had regard for Matters of Provincial interest under Section 2 of the Planning Act including the following:

- the protection of ecological systems, including natural areas, features and functions; the supply, efficient use and conservation of energy and water;
- the accessibility for persons with disabilities to all facilities, services and matters to which this Act applies;
- the adequate provision of employment opportunities;
- the protection of the financial and economic well-being of the Province and its municipalities;
- the protection of public health and safety;
- the appropriate location of growth and development;

The Amendment is consistent with the Province's interest in land use planning.

9e

The Provincial Planning Statement (2024)

The Provincial Planning Statement has been reviewed relative to this proposal with specific attention paid to:

- Section 2.6 Rural Areas in Municipalities
- Section 2.8 Employment
- Section 3.5 Land Use Compatibility
- Section 3.6 Sewage, Water and Stormwater

Section 2.6 provides policies for rural lands within the municipality, Policy 2.6.2 promotes development that can be sustained by rural services levels. The proposal is consistent with Section 2.6 as it provides for employment development that rural service levels can support. Furthermore, the proposed land use pattern provides for increased economic viability within the Township supporting 'a diversified rural economy' while protecting 'agricultural and other resource-related uses' as directed by Policy 2.6.4.

Section 2.8 provides policies on employment, with Section 2.8.1 a) specific to providing an appropriate range and mix of employment options. The proposal is consistent with Section 2.8 as the application seeks to provide industrial and commercial lots for employment, which provides opportunities for a diversified economic base (Policy 2.8.1.1.a). The proposed lots will be suitable for various commercial and industrial uses. Furthermore, as per Policy 2.8.1.e, appropriate transition to sensitive land uses adjacent to employment areas have been provided.

Section 3.5 provides policies on Land Use Compatibility. Policy 3.5.1 states that Major facilities and sensitive land uses shall be planned and developed to minimize and mitigate any potential adverse effects from odour, noise and other contaminants and to minimize risk to public health and safety. The Noise Impact Study and Land Use Compatibility Study prepared by EXP demonstrates that any potential adverse effects from odour, noise and other contaminants can be mitigated and that the proposed development does not have an adverse impact on public health and safety in accordance with provincial guidelines, standards and procedures.

Section 3.6 provides policies on Sewage, Water, and Stormwater services. The proposed development will be serviced by individual private well and septic services as municipal water and sewer infrastructure is not provided along County Road 90 or Smith Road (Policy 3.6.4). The stormwater management systems further incorporate low-impact development strategies into the design. An FSR was completed by RJ Burnside, demonstrating that the proposed water and sewage systems and proposed stormwater management systems are appropriate for the Subject Lands.

The applications are consistent with the Provincial Planning Statement, 2024.

County of Simcoe Official Plan (2023)

The County of Simcoe Official Plan is prepared under the Planning Act R.S.O 1990 c.P. 13 as amended, of the Province of Ontario and provides a policy context for land use planning taking into consideration the economic, social, and environmental impacts of land use and development decisions.

The County of Simcoe Official Plan has been reviewed relative to this application with particular emphasis on the following sections.

- Section 3.2 Population and Employment Projections/Allocations
- Section 3.7 Rural
- Section 4.7 Infrastructure: Sewage and Water Services

Section 3.2 of the County Plan provides framework for employment projections to accommodate for the projected population growth. Within the Township of Essa, the 2031 projection for population is 21,500 and 9,000 for employment. The proposed development will help meet the employment projections by providing for industrial and commercial lots for business, providing more employment opportunity within the Township.

Section 3.7 provides policies and objectives for lands under the Rural Designation. The proposed minor expansion for new businesses and employment uses are in accordance with Provincial policies. The development can be seen as appropriate to the infrastructure that is planned and available and is compatible with the existing development in the area in accordance with applicable guidelines for industrial and commercial uses and distance separation, also discussed in the Land Use compatibility reports prepared by the applicant.

Section 4.7 provides policies regarding sewage and water services, focusing on promoting the development of these systems in a way that facilitates the conservation and protection of ground and surface water quality and quantity. The Subject Lands and proposed developments will connect to private water supply, sewage, and waste management services.

Township of Essa Official Plan (2001)

The Township of Essa Official Plan establishes a policy framework to guide the Township's growth and development with objectives to and policies to assist in making decisions for the physical development of the Municipality while having regard for the relevant social, economic and environmental matters.

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The Township of Essa Official Plan has been reviewed relative to this application with particular emphasis on the following sections.

Section 2 outlines the overall purpose and goals set for the Township. The proposed development supports the goals outlined in Section 2 by ensuring that natural features are protected/enhanced, that health and public issues are minimized, and that the future of the Township has been considered within the proposed applications.

Section 7 outlines policies and objectives for lands designated Industrial under the Township's OP. In alignment with the policies above, the proposed development has been reviewed throughout this report under Provincial and Municipal legislation, exhibiting that the Subject Lands are better suited to be converted to employment / industrial lands. The proposed development is seen to be appropriate as the size of the Subject Lands can accommodate the number of proposed lots sufficiently.

Section 17 outlines policies and objectives for lands designated Industrial under the Township's OP. In alignment with the policies listed above, the proposed development aims to expand on the already existing lands designated and zoned Industrial to provide a comprehensive employment area.

The requested Amendment is supported by the Township of Essa Official Plan.

Township of Essa Zoning By-law 2003-50

The Subject Lands are currently zoned 'Agricultural (A)' and 'General Industrial (M1)' by the Township of Essa Zoning By-law 2003-50.

A Zoning By-law Amendment is requested to rezone a portion of the lands from "Agricultural (A) zone" to "General Industrial - Special Provision – (M1-2)" Zone, "Public Services (PS)" Zone, "Core Commercial – Special Provisions (C2-5)" Zone and "Low Density, Detached Residential (R1)" Zone as shown in Schedule A.

Notwithstanding Sections 24.4 and 29 of this Zoning By-Law No. 2003-50, the following special zoning regulations shall apply within the "General Industrial – Special Provisions (M1-2)" Zone:

- a) *Where an industrial zone abuts an area where residential use is permitted, no industrial buildings shall be located within 24.4m of the abutting lot line.*
- b) *All uses specified in Section 29 – Permitted Uses for all Industrial Zones are not permitted in lands zoned M1-2 save and except for a Wood Storage Facility, Building and Structures incidental to the Wood Storage Facility and its related processes, as well as Shipping Containers.*

9e

Notwithstanding Section 20.2 of this Zoning By-Law No. 2003-50, the following special zoning regulations shall apply within the "Core Commercial- Special Provision (C2-5)" Zone:

Permitted Uses specific to a Wood Storage Facility:

- a) *Retail sales*
- b) *Parking lots or structures*
- c) *Business or professional offices*
- d) *Showroom*
- e) *Accessory buildings or structures subsidiary to any of the above.*

The Maximum Lot Coverage of the C2-5 Zone lot shall not exceed 20%.

The rezoning will support the proposed industrial and commercial lot development, residential lots and stormwater management facilities.

9e

PART B – THE AMENDMENT

1.0 DETAILS OF THE AMENDMENT

The Township of Essa Official Plan hereby amended as follows:

Schedule A – Land Use Designations to the Official Plan is amended as shown on 'Schedule A' to this Amendment (Amendment No.42), to redesignate a portion of the Subject Lands from 'Rural' to 'Industrial', 'Transport and Utility', 'Commercial' and 'Residential'.

2.0 IMPLEMENTATION

This Amendment to the Township of Essa Official Plan shall be implemented by Amendment to the Official Plan, as amended, passed pursuant to Sections 17 and 21 of the *Planning Act*, R.S.O. 1990, c.P. 13.

3.0 INTERPRETATION

The provisions set forth in the Township of Essa Official Plan, as amended from time to time regarding the interpretation of that Plan, shall apply to this Amendment, and as may more specifically be set out or implied within the policies contained herein.

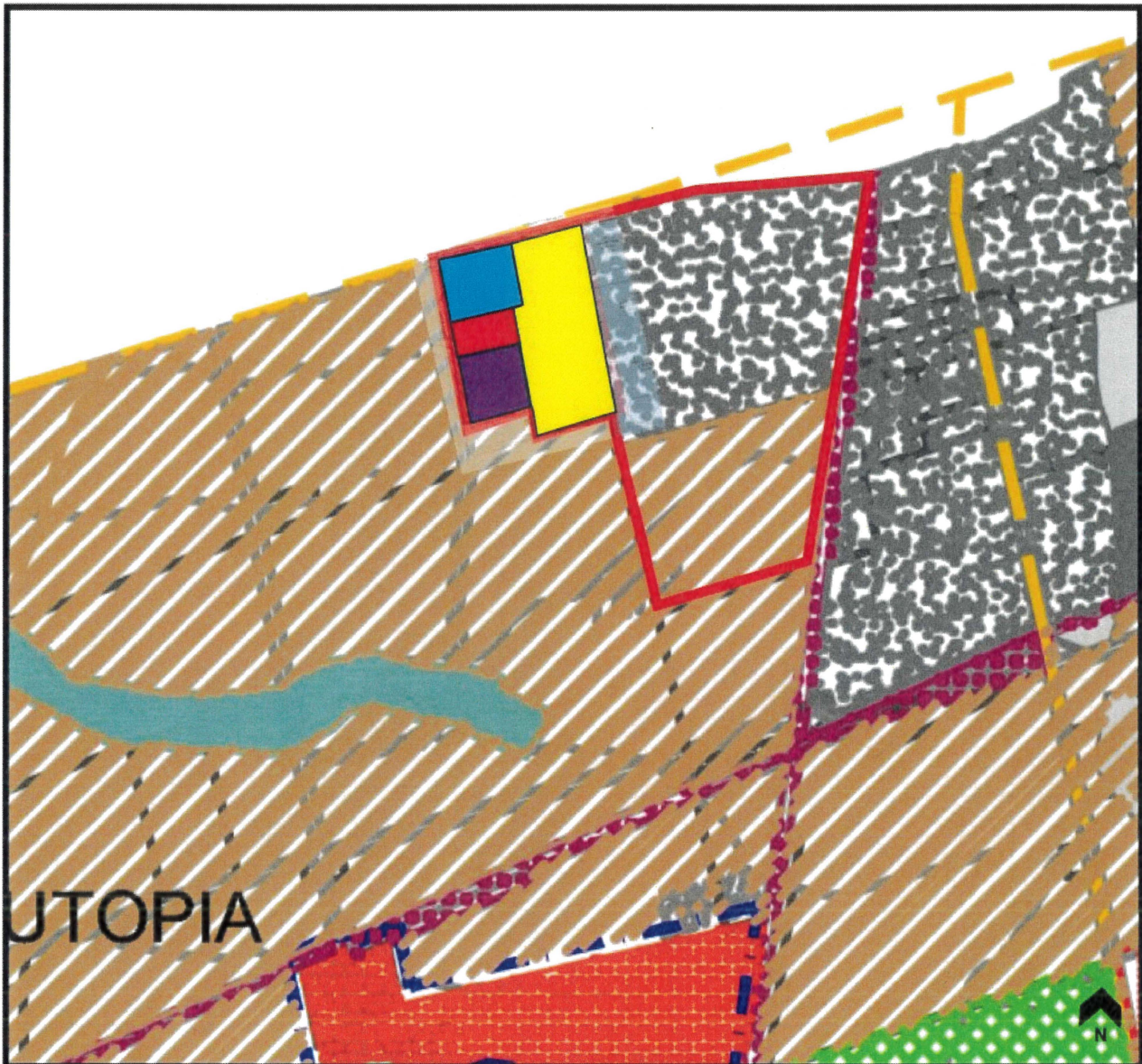
Unless precluded, altered, or exempted by any policies contained herein, all of the relevant policies of the Official Plan shall apply to the development contemplated by 'Schedule A'.

PART C – THE APPENDICES

1. Scoped Environmental Impact Study prepared by Cotyledon Environmental'
2. Geotechnical Report Prepared by Cambium;
3. D-6 Air Quality Study Land Use Compatibility prepared by EXP;
4. Noise Impact Study prepared by EXP;
5. Landscape Plans prepared by LE Group;
6. Landscape Cost Estimate prepared by LE Group;
7. Hydrogeology Report prepared by RJ Burnside;
8. Traffic Impact Study prepared by RJ Burnside;
9. Draft Official Plan Amendment and Zoning By-law Amendment prepared by IPS;
10. Site Plan prepared by IPS
11. Functional Servicing and Stormwater Management Report prepared by RJ Burnside;

9e

SCHEDULE "A" OFFICIAL PLAN AMENDMENT NO. 42



LEGEND

- Subject Lands
- Industrial
- Rural
- Lands to be redesignated from 'Rural' to 'Industrial'
- Lands to be redesignated from 'Rural' to 'Transport and Utility'
- Lands to be redesignated from 'Rural' to 'Residential'
- Lands to be redesignated from 'Rural' to 'Commercial'

Draft Official Plan Amendment Schedule

Source: Township of Essa Official Plan

Drawn By: JA

File: 23-1275b

IPS INNOVATIVE PLANNING SOLUTIONS
 PLANNERS • PROJECT MANAGERS • LAND DEVELOPERS

THE CORPORATION OF THE TOWNSHIP OF ESSA

By-law No. 2025 – 16

Being a By-law to appoint a Municipal Law Enforcement Officer; and also a Tobacco Enforcement Officer, Weed Inspector and Zoning By-law Enforcement Officer.

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

WHEREAS Section 11 of the *Municipal Act*, 2001, provides that a lower-tier municipality may pass By-laws respecting matters within the spheres of jurisdiction set out therein, and is responsible for the enforcement of the By-laws pertaining to those sections; and

WHEREAS Section 227 of the *Municipal Act*, 2001, authorizes Councils to pass By-laws for appointing such officers and employees as may be necessary for the purposes of the Corporation, for carrying into effect the provisions of any By-law of the Council; and

WHEREAS provisions contained in Section 1.1 of the *Provincial Offences Act*, R.S.O. 1990, c.P.33, include a Provincial Offences Officer as an officer, employee or agent of any municipality or of any local board of any municipality whose responsibilities include the enforcement of a By-law, an Act or a regulation under an Act, while in the discharge of his or her duties; and

WHEREAS provisions are included under the *Provincial Offences Act*, the *Weed Control Act*, the *Pounds Act*, the County of Simcoe and Township of Essa prohibitive smoking By-laws, and the Township of Essa Zoning By-law to provide for municipal enforcement; and

WHEREAS Section 15 of the *Police Services Act*, R.S.O. 1990 c. P.15, as amended, authorizes a Municipal Council to appoint persons who shall be peace officers for the purposes of enforcing municipal By-laws; and

WHEREAS Council of the Township of Essa deems it advisable to appoint a Municipal Law Enforcement Officer and any inspectors and administrators as are necessary for the purposes of the enforcement of said Acts and By-laws;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF ESSA ENACTS AS FOLLOWS:

1. That Aislyn Thornington be and is hereby appointed to the position of Municipal Law Enforcement Officer in accordance with the *Police Services Act*, R.S.O. 1990, c. P. 15, as amended, for the Township of Essa to carry out the duties and responsibilities as set out in the job description for the period during which she is an employee of the municipality.

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2. That Aislyn Thornington be and is hereby appointed as a Tobacco Enforcement Officer, Weed Inspector, Canine Control and Zoning Enforcement Officer; and shall perform all the duties required to be performed by the said titles under statutory authority and other duties that may be imposed by the Council of The Township of Essa for the period during which she is an employee of the municipality.
3. That Aislyn Thornington does hereby agree and acknowledge to abide by the Township of Essa's policies and procedures, including the Acceptable Computer Usage Policy, the Employee Code of Conduct, the Corporation's Health and Safety Program, and other policies as provided.
4. That the said appointment shall become effective as of February 18, 2025.
5. This By-law shall come into force and effect on the day it is finally passed.

READ A FIRST, AND TAKEN AS READ A SECOND AND THIRD TIME AND FINALLY PASSED on this the 5th day of March, 2025.

Sandie Macdonald, Mayor

Lisa Lehr, Manager of Legislative Services

99

THE CORPORATION OF THE TOWNSHIP OF ESSA

BY-LAW NO. 2025 – 17

Being a By-law to amend By-law 2024-25 and to authorize execution of an Agreement for the provision of Additional Services under Section 17(2) of the *Community Safety and Policing Act*.

WHEREAS the Corporation of the Township of Essa deems it necessary to comply with Section 17(2) of the *Community Safety and Policing Act*, 2019, S.O. 2019, c.1, Schedule 1 as amended; and

WHEREAS Section 11 (3) of the *Community Safety and Policing Act*, 2019, as amended, deems that the municipality is required to provide adequate and effective police services in accordance with its needs; and

WHEREAS under Section 5 of the *Police Services Act*, R.S.O. 1990, c.P.15, as amended, the municipality's responsibility for providing police services may be discharged by entering into an Agreement with the Solicitor General under Section 17(2) of the Act alone or jointly with one or more other councils to have police services provided by the Ontario Provincial Police; and

WHEREAS the municipalities of the Town of New Tecumseth, Township of Adjala-Tosorontio and the Township of Essa have previously entered into Joint Policing Contracts with the Ontario Provincial Police; and

WHEREAS at its meeting of May 1, 2024, Council passed Resolution No. CW043-2024, approving entering into an Agreement for a four (4) year term for the provision of police services in the Township of Essa; and

WHEREAS an amendment to By-law 2024-25 specific to the Agreement with the Solicitor General and Joint Policing Contract is deemed necessary;

NOW THEREFORE BE IT RESOLVED that the Council of the Corporation of the Township of Essa does hereby enact as follows:

1. That Council amend By-law 2024-25 to replace Schedule "A" with the Schedule "A" that is attached to this By-law.
2. That the Mayor and Clerk be authorized to sign and execute all documents relating to the Agreement.
3. That Schedule "A" attached hereto forms part of By-law 2024-25.

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4. That this By-law shall come into force and take effect upon immediate passage.

READ A FIRST, AND TAKEN AS READ A SECOND AND THIRD TIME AND FINALLY PASSED on this the 5th day of March, 2025.

Sandie Macdonald, Mayor

Lisa Lehr, Manager of Legislative Services/Clerk

99

The term of this Agreement (the "Agreement") is effective as of the 1st day of April 2024

**AGREEMENT FOR THE PROVISION OF ADDITIONAL SERVICES
UNDER SECTION 17(2) OF THE COMMUNITY SAFETY AND POLICING
ACT, 2019, S.O. 2019, c. 1, Sched. 1**

BETWEEN:

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO AS REPRESENTED
BY THE SOLICITOR GENERAL**

("Ontario")

OF THE FIRST PART

AND:

**THE CORPORATION OF THE TOWNSHIP OF ADJALA-TOSORONTIO
THE CORPORATION OF THE TOWNSHIP OF ESSA
THE CORPORATION OF THE TOWN OF NEW TECUMSETH
(the "Municipality")**

OF THE SECOND PART

RECITALS:

- (a) Under s. 17(2) of the *Community Safety and Policing Act*, 2019, S.O. 2019, c. 1, Sched. 1 (the "CSPA"), the Minister may enter into a written agreement with a municipality or with any other person to have the Commissioner provide policing, or other specified services, that would not otherwise be provided or be required to be provided by the Commissioner.
- (b) The Municipality has expressed its desire for Ontario to provide such additional services by means of this Agreement, as evidenced by By-Laws (attached as Schedule "A"):

Municipality	By-Law #	By-Law Date
1. Township of Adjala-Tosorontio	2025-	xxxx, xx, 2025
2. Township of Essa	2025-	xxxx, xx, 2025
3. Town of New Tecumseth	2025-	xxxx, xx, 2025

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- (c) This Agreement reflects the intent of the parties for Ontario to provide additional services to the Municipality in the form of enhanced hours of service as set out in the “Contract Proposal for Additional Services” dated April 1st, 2024 (attached as Schedule “B”)

NOW THEREFORE, in consideration of the promises and covenants herein, the parties agree as follows:

1. The parties warrant that the recitals are true.

Definitions

2. In this Agreement:

(a) “Additional Services Cost Statement” means a statement prepared by Ontario and submitted to the Municipality which:

- (i) contains the Municipality’s cost for additional services for the year following the year in which the statement is prepared based on an estimate of salaries and benefits and any additional unique costs associated with the additional services together with sufficient documentation and information reasonably necessary to explain and support the billing;
- (ii) contains a year-end adjustment reconciling the cost of additional services billed for the previous year based on the actual staffing resources and the applicable compensation rates for salaries and benefits;
- (iii) the Municipality acknowledges will reflect changes resulting from new or amended collective agreements; and
- (iv) forms part of the Annual Billing Statement.

(b) “Annual Billing Statement” means a statement prepared by Ontario and submitted to the Municipality with respect to policing services provided pursuant to the CSPA.

(c) “Commissioner” means the Commissioner of the O.P.P

(d) “Detachment Commander” means the O.P.P officer in charge of a Detachment.

General Provisions

3. Ontario shall provide the additional services set out in Schedule “B” in accordance with the terms and conditions of the Agreement. The Municipality shall pay Ontario for the additional services provided under this Agreement in accordance with this Agreement.

Liability of Ontario

4. Ontario shall be liable for any damages that may arise as a result of any negligent acts or omissions of O.P.P members in the performance of this Agreement.

Equipment

5. Ontario shall supply or cause to be supplied all vehicles and equipment reasonably necessary and appropriate for the use of the O.P.P in providing additional services under this Agreement.

Cost of Additional Services

6. (a) On or before November 1 each year, Ontario shall prepare and deliver to the Municipality for review and approval, the Additional Services Cost Statement for the following year together with sufficient documentation and information reasonably necessary to explain the billing.
(b) The Municipality shall review the Additional Services Cost Statement upon receipt and, within sixty (60) days of such receipt, shall approve the Additional Services Cost Statement or deliver to Ontario a request to meet to discuss the Additional Services Cost Statement.
7. (a) In the event that the Municipality fails to approve the Additional Services Cost Statement or request a meeting to discuss the Additional Cost Services Cost Statement within sixty (60) days of receipt, the Municipality shall be deemed to have approved the Additional Services Cost Statement.
(b) In the event that the Municipality requests a meeting to discuss the Additional Services Cost Statement, the Detachment Commander or representative and the Municipality or representative shall meet within fifteen (15) days of the OPP's receipt of the request and use all best good faith efforts to reach agreement on the Additional Services Cost Statement. If the parties are unable to reach agreement, the Regional Commander or representative and the Municipality or representative shall meet and use all good faith efforts to reach agreement on the Additional Services Cost Statement. If the parties are unable to reach agreement, the Commissioner or Deputy Commissioner or representative and the Municipality, or representative shall meet and use all best good faith efforts to reach agreement on the Additional Services Cost Statement. If the parties are unable to reach agreement, the Additional Services Cost Statement shall be deemed to apply.
8. The Municipality shall make monthly installment payments to Ontario due no later than thirty (30) days following the receipt by the Municipality of each monthly invoice, each one being one twelfth of the Additional Services Cost Statement for that year. Any amounts which have become due and owing shall bear interest at the rate set by the Minister of

Finance from time to time.

9. Ontario shall keep all records, statements of account, invoices and any other such documents necessary to support the Additional Services Cost Statement, and all such records shall be kept for a period of seven years. Ontario shall permit the Municipality, upon notice to Ontario, to examine all such records and books of account and conduct a review of the Additional Services Cost Statement.
10. Upon the approval or deemed approval of the Additional Services Cost Statement, adjustments shall be made to the amounts paid by the Municipality by installment so that (i) the total amount paid in respect of the preceding year is equal to the amount shown on the approved Additional Services Cost Statement and (ii) the installments for the year following the year in which the statement is prepared are each equal to one twelfth of the approved Additional Services Cost Statement. Any amounts payable by one party to the other shall be paid to the appropriate party in the remaining monthly billings for the year following the year in which the statement is prepared.

Dispute Resolution

11. (a) The provisions of this paragraph apply in the event of a dispute between the Municipality and Ontario concerning the interpretation, application, administration, or alleged violation of this Agreement.
- (b) In the event that a dispute arises the Detachment Commander, or representative, and the Municipality, or representative, shall meet within thirty (30) days of such dispute arising and use all best good faith efforts to resolve the dispute.
- (c) If the dispute remains unresolved, the Regional Commander, or representative and the Municipality, or representative, shall meet and use all best good faith efforts to resolve the dispute.
- (d) If the dispute remains unresolved, the Commissioner, or Deputy Commissioner or representative and the Municipality, or representative, shall meet and use all best good faith efforts to resolve the dispute.

Notice

12. Any notice, statement, invoice, or account shall be delivered to both Ontario and the Commissioner using the delivery methods listed below. Any notice statement, invoice or account sent by mail shall be deemed to be received on the third day following the date of mailing unless shown to the contrary, and if sent by email, it shall be deemed to be received on the date it was sent. Contact information may be changed by giving notice as provided herein:

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- (a) By mail to Ontario addressed to: The Solicitor General, 25 Grosvenor Street, 11th Floor, Toronto, Ontario, M7A 1Y6
- (b) By mail to the Commissioner addressed to: The Commissioner, Ontario Provincial Police, 777 Memorial Avenue, Orillia, Ontario L3V 7V3. To the attention of the Manager, Municipal Policing Bureau, or by email to opp.municipalpolicing@opp.ca
- (c) By mail to the Municipality addressed to:
The Corporation of the Township of Adjala-Tosorontio, 7855 30 Sideroad Adjala, Alliston, ON, L9R 1V1, or by fax to (705) 434-5055
By mail to the Municipality addressed to:
The Corporation of the Township of Essa, 5786 Simcoe County Rd. 21, Utopia, ON, L0M 1 T0, or by fax to (705) 424-2367
By mail to the Municipality addressed to:
The Corporation of the Town of New Tecumseth, 10 Wellington Street East, Alliston, ON, L9R 1A1, or by fax to (705) 435-2873

Commencement and Termination of Agreement

- 13. Notwithstanding the date upon which this Agreement is signed, the term of this Agreement shall commence on the 1st day of April, 2024 and conclude on the 31st day of December, 2028.
- 14. Either party to this Agreement may terminate this Agreement upon one-year written notice of termination to the other party, in which case this Agreement shall terminate one year following the delivery of such notice. Should a notice to terminate be given, the Municipality shall continue to be obligated to pay for the cost of providing additional services under this Agreement to and including the date of such termination and Ontario shall continue to be responsible to provide the additional services outlined in this Agreement.

Entire Agreement

- 15. This Agreement and the schedules attached constitute the entire Agreement between the parties, and there are no representations, warranties, collateral agreements, or conditions affecting this Agreement or the relationship of the parties or supported hereby other than as expressed herein in writing. Any amendment to this Agreement must be in writing, duly executed by the parties.

IN WITNESS WHEREOF, the Municipality has affixed its Corporate Seal attested by the signature of its duly authorized signing officers, and the Solicitor General, has personally signed this Agreement to be effective as of the date set out herein.

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FOR ONTARIO

Solicitor General

FOR THE MUNICIPALITY

Township of Adjala-Tosorontio

Mayor

Clerk

Date Signed by the Municipality _____

FOR THE MUNICIPALITY

Township of Essa

Mayor

Clerk

Date Signed by the Municipality _____

FOR THE MUNICIPALITY

Town of New Tecumseth

Mayor

Clerk

Date Signed by the Municipality _____

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SCHEDULE "A"

BY-LAWS OF THE MUNICIPAL COUNCILS

SCHEDULE "B"

PROPOSAL FOR ADDITIONAL SERVICES



**THE CORPORATION OF THE TOWNSHIP OF ADJALA-TOSORONTIO
THE CORPORATION OF THE TOWNSHIP OF ESSA
THE CORPORATION OF THE TOWN OF NEW TECUMSETH**

**Contract Policing Proposal for Additional Services Under
Section 17(2) of the Community Safety and Policing Act, 2019**

Prepared by: Sergeant Lisa Rotar
Municipal Policing Specialist
Ontario Provincial Police
Municipal Policing Bureau
Date: April 1, 2024

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Executive Summary

This contract proposal for the provision of additional services by the Ontario Provincial Police (OPP) is provided based on a request by the Town of New Tecumseth, Township of Essa and Township of Adjala-Tosorontio, dated April 1, 2024. Any additional services provided according to this agreement are services that are not required as a component of adequate and effective policing in the municipality, as set out in section 11(3) of the Community Safety and Policing Act, 2019.

The Municipalities of the Town of New Tecumseth, Township of Essa and Township of Adjala-Tosorontio will be billed for the cost of Additional Services Position(s) using actual salaries, wages, overtime and benefits and the latest approved municipal cost-recovery formula (*see Table 1- Additional Services Position FTEs*). Any additional unique costs associated with the Additional Services Positions will be detailed on the Additional Services Cost Statement and the Town of New Tecumseth, Township of Essa and Township of Adjala-Tosorontio will be billed accordingly (*see Table 2 – Additional Unique Costs*). The cost statement will also include a year-end adjustment reconciling the cost of additional services billed for the previous year based on the actual staffing resources and the applicable compensation rates for salaries and benefits.

Costs for Additional Services Positions for the Municipalities of the Town of New Tecumseth, Township of Essa and Township of Adjala-Tosorontio will be allocated based on property counts for each individual municipality. To determine each municipality’s cost a percentage will be calculated based on the property counts of each municipality, which will then be applied to the total cost of the Additional Services Position(s) to determine the amount for each municipality.

The service delivered by these positions will be tracked and reconciled on an annual basis. The Town of New Tecumseth, Township of Essa and Township of Adjala-Tosorontio Additional Services Positions are listed below:

Table 1 – Additional Services Position FTEs

FTE Additional Services Positions	Classification	Position Description
1.0	Sergeant*	Traffic and Court Programs
1.0	Sergeant*	Community Mobilization and Engagement Unit
1.0	Constable*	Traffic Officer

*1.0 Uniform Full-Time Equivalent (FTE) does not refer to an officer exclusively dedicated to the Agreement. It is a unit of hours of police services per annum. The number of hours for an

FTE is subject to change from year to year, and will reflect the latest availability factor, currently at 1,381 hours per year for 2024.

The availability factor for the billing year will be specified in the Additional Services Cost Statement for that year.

**Civilian FTEs refer to specific detachment positions established to provide additional services. They will be tracked and reconciled annually based on the actual period of time the positions were filled during the year.

Note Regarding Uniform Positions:

- Total hours of service provided by all Additional Services Uniform Positions will be reconciled annually.
- In accordance with the uniform availability factor calculations for 2024, it is estimated that each dedicated Additional Services Uniform Position(s) will provide 1,381 hours of service per year to fulfill the requirements of their respective positions. If this number of hours is not met, the total cost of Additional Services Uniform Positions will be reduced accordingly.
- Total hours of service for dedicated Additional Services Uniform Positions include hours of work performed in a municipality by all officers assigned to the Additional Services Uniform Positions.
- Total hours do not include:
 - overtime hours;
 - hours recorded for duties accounted for in the availability factor such as court attendance, training, and specific administrative duties; and
 - hours calculated for billable calls for service by officers assigned to dedicated additional services uniform position(s) unless the officer’s position is general law enforcement.

Table 2 – Additional Unique Costs

Non - FTE Additional Services	Classification	Description
1.00	Equipment	Desktop Computer

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OPP 2025 Annual Billing Statement

Proposed Additional Services Revision

Adjala-Tosorontio Tp

Estimated costs for the period January 1 to December 31, 2025

Please refer to www.opp.ca for 2025 Municipal Policing Billing General Information summary for further details.

			<u>Cost per Property \$</u>	<u>Total Cost \$</u>
Base Service	Property Counts			
	Household	4,135		
	Commercial and Industrial	107		
	Total Properties	<u>4,242</u>	189.44	803,586
Calls for Service	(see summaries)			
	Total all municipalities	209,489,870		
	Municipal portion	0.2570%	126.92	538,407
Overtime	(see notes)		16.40	69,565
Contract Enhancements	(see summary)		24.08	102,160
Prisoner Transportation	(per property cost)		1.67	7,084
Accommodation/Cleaning Services	(per property cost)		5.70	24,179
Total 2025 Estimated Cost			364.21	1,544,981
10% Discount on 2025 Estimated Costs			<u>(36.42)</u>	<u>(154,498)</u>
Total 2025 Estimated Cost After Discount			<u>327.79</u>	<u>1,390,483</u>
2023 Year-End Adjustment	(see summary)			1,132
Grand Total Billing for 2025				<u>1,391,615</u>
2025 Monthly Billing Amount				115,968

Note:

This 2025 Cost Estimate reflects a proposed change in the additional service agreement levels, removing 2.0 Full Time Constables and 1.0 Full Time Detachment Administration Clerk

A one time 10% Discount has been applied to the grand total of all 2025 estimated costs. The 2023 Year-End Adjustment also includes a one time discounts applied to 2023 reconciled costs (44% on OT and 3.75% on total reconciled costs).

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OPP 2025 Annual Billing Statement

Proposed Additional Services Revision

Essa Tp

Estimated costs for the period January 1 to December 31, 2025

Please refer to www.opp.ca for 2025 Municipal Policing Billing General Information summary for further details.

			Cost per Property \$	Total Cost \$
Base Service	Property Counts			
	Household	7,720		
	Commercial and Industrial	194		
	Total Properties	<u>7,914</u>	189.44	1,499,194
Calls for Service	(see summaries)			
	Total all municipalities	209,489,870		
	Municipal portion	0.6524%	172.69	1,366,706
Overtime	(see notes)		20.44	161,732
Contract Enhancements	(see summary)		24.08	190,592
Prisoner Transportation	(per property cost)		1.67	13,216
Accommodation/Cleaning Services	(per property cost)		5.70	45,110
Total 2025 Estimated Cost			414.02	3,276,550
10% Discount on 2025 Estimated Costs			(41.40)	(327,655)
Total 2025 Estimated Cost After Discount			<u>372.61</u>	<u>2,948,895</u>
2023 Year-End Adjustment	(see summary)			8,829
Grand Total Billing for 2025				<u><u>2,957,724</u></u>
2025 Monthly Billing Amount				246,477

Note:

This 2025 Cost Estimate reflects a proposed change in the additional service agreement levels, removing 2.0 Full Time Constables and 1.0 Full Time Detachment Administration Clerk

A one time 10% Discount has been applied to the grand total of all 2025 estimated costs. The 2023 Year-End Adjustment also includes a one time discounts applied to 2023 reconciled costs (44% on OT and 3.75% on total reconciled costs).

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OPP 2025 Annual Billing Statement

Proposed Additional Services Revision

New Tecumseth T

Estimated costs for the period January 1 to December 31, 2025

Please refer to www.opp.ca for 2025 Municipal Policing Billing General Information summary for further details.

			Cost per Property \$	Total Cost \$
Base Service	Property Counts			
	Household	16,657		
	Commercial and Industrial	457		
	Total Properties	<u>17,114</u>	189.44	3,242,001
Calls for Service	(see summaries)			
	Total all municipalities	209,489,870		
	Municipal portion	1.3627%	166.81	2,854,702
Overtime	(see notes)		18.45	315,839
Contract Enhancements	(see summary)		24.08	412,155
Prisoner Transportation	(per property cost)		1.67	28,580
Accommodation/Cleaning Services	(per property cost)		5.70	97,550
Total 2025 Estimated Cost			406.15	6,950,827
10% Discount on 2025 Estimated Costs			(40.61)	(695,083)
Total 2025 Estimated Cost After Discount			<u>365.53</u>	<u>6,255,745</u>
2023 Year-End Adjustment	(see summary)			66,952
Grand Total Billing for 2025				<u>6,322,697</u>
2025 Monthly Billing Amount				526,891

Note:

This 2025 Cost Estimate reflects a proposed change in the additional service agreement levels, removing 2.0 Full Time Constables and 1.0 Full Time Detachment Administration Clerk

A one time 10% Discount has been applied to the grand total of all 2025 estimated costs. The 2023 Year-End Adjustment also includes a one time discounts applied to 2023 reconciled costs (44% on OT and 3.75% on total reconciled costs).

OPP 2025 Additional Services Cost Statement (Note 1)
Adjala-Tosorontio/Essa/New Tecumseth Tp
 Estimated cost for the period January 1 to December 31, 2025

Proposed FTE Level Revision

2024 Cost Recovery Formula

Salaries and Benefits

		<u>Positions</u>	<u>\$/FTE</u>	<u>\$ Total</u>
Uniform Members	Note 2			
Sergeant		2.00	143,480	286,960
Constable.....		1.00	120,835	120,835
Total Uniform Salaries		<u>3.00</u>		<u>407,795</u>
Statutory Holiday Payout			6,207	18,622
Shift Premiums			1,129	3,387
Uniform Benefits - Full-Time Salaries.....			36.38%	148,347
Total Uniform Salaries & Benefits				578,152
Detachment Civilian Members	Note 2			
Total Detachment Civilian Salaries		-		-
Total Detachment Civilian Salaries & Benefits				-
Support Costs - Salaries and Benefits				
Communication Operators			6,682	20,046
Prisoner Guards			2,061	6,183
Operational Support			7,119	21,357
RHQ Municipal Support			3,208	9,624
Telephone Support			157	471
Office Automation Support			938	2,814
Mobile and Portable Radio Support			357	1,071
Total Support Staff Salaries and Benefits Costs				61,566
Total Salaries & Benefits				639,718
Other Direct Operating Expenses				
Communication Centre			150	450
Operational Support			1,112	3,336
RHQ Municipal Support			360	1,080
Telephone			1,458	4,374
Mobile Radio Equipment Repairs & Maintenance			168	504
Office Automation - Uniform			4,487	13,461
Office Automation - Civilian			1,154	-
Vehicle Usage			10,219	30,657
Detachment Supplies & Equipment			1,073	3,219
Uniform & Equipment			2,360	7,080
Additional Municipally Leased Desktop Computer.....	Note 3		1,028	1,028
Total Other Direct Operating Expenses				65,189
Total 2025 Estimated Enhancement Cost	Note 4		\$	704,907
Total OPP-Policed Properties				29,270
Cost Per Property			\$	24.08

OPP 2025 Additional Services Cost Statement (Note 1)
Adjala-Tosorontio/Essa/New Tecumseth Tp
Estimated cost for the period January 1 to December 31, 2025

Notes:

- 1) The Additional Services Cost Statement is a replacement cost schedule for the Estimated Contract Enhancement Cost Summary. Formerly identified as Police Services Act s.10 Contract Enhancements, enhanced services are now arranged with agreements under s.17 of the Community Safety and Policing Act (CSPA).
- 2) Salary rates are based on weighted average rates for municipal detachment staff by rank, level, and classification. The 2025 salaries incorporate the 2025 general salary rate increase set in the 2023 to 2026 OPPA Uniform and Civilian Agreements (uniform and civilian staff - 4.75% in 2023, 4.50% in 2024 and 2.75% in 2025.) In 2025, the reconciliation for hours of service provided will be based on the updated availability factor of 1,381 hours per year.

Please note: this estimate reduces the number of FTE Constables positions from 3.0 FTE to 1.0 FTE and reduces the number of FTE Detachment Administrative Clerk (DAC) positions from 1.0 FTE to 0.0 FTE.

- 3) Additional Municipally Leased Desktop Computers includes one (1) desktop computer which was previously under a separate agreement with the OPP IT Section, at the current Cost-Recovery Formula rate of \$1,028 each.
- 4) Costs are allocated to contract members based on property counts. See table below:

Municipality	Property Count	%	Enhancement cost
Adjala-Tosorontio Tp	4,242	14.49%	102,160
Essa Tp	7,914	27.04%	190,592
New Tecumseth T	17,114	58.47%	412,155
Total	29,270	100.00%	704,907

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OPP Contacts

Please forward any questions or concerns to Detachment Commander, Detachment, or Municipal Policing Specialist, Municipal Policing Bureau, OPP General Headquarters.

Detachment Commander, Inspector Dave McLagan
Phone: (705) 434-1939
Email: david.mclagan@opp.ca

Municipal Policing Specialist, Sergeant Lisa Rotar
Phone: (705) 238-9118
Email: lisa.rotar@opp.ca

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THE CORPORATION OF THE TOWNSHIP OF ESSA

BY-LAW 2025 – 18

**Being a By-law to permit applicants to consult with the Township of
Essa prior to submission of a Development Application
(Pre-consultation By-law).**

WHEREAS Sections 22(3.1), 34(10.0.1), 41(3.1), and 51(16.1) of the Planning Act, R.S.O 1991, c. P. 13, as amended provides that a municipality may, by by-law, permit applicants to consult with the municipality prior to submission of development applications;

WHEREAS the Council for the Corporation of the Township of Essa deems it appropriate to permit applicants to consult with the municipality before submitting development applications;

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

- 1. That the Manager of Planning and his or her designate(s) are authorized to:
 - a. Conduct Pre-consultations; and
 - b. Identify the information and materials necessary for processing each application
 - I. Prior to the submission and acceptance of development applications, as items necessary for the application to be deemed complete under the *Planning Act* and the Township of Essa Official Plan; and
 - II. During the processing of development applications in cases where such information and materials cannot reasonably be provided at the time of submission of the application.
- 2. That applicants be permitted to Consult with municipal staff prior to submission of a development application through a Pre-consultation application in order to identify the information and materials necessary for the processing of an application.
- 3. That this By-law may be referred to as the "Pre-Consultation By-law"
- 4. That By-law No. 2019-68 and any amendments made thereto are hereby repealed as of the date this by-law comes into force and effect.

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5. 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 5th day of March 2025.

Sandie Macdonald, Mayor

Lisa Lehr, Manager of Legislative Services

THE CORPORATION OF THE TOWNSHIP OF ESSA

BY-LAW 2025 - 19

Being a By-law to confirm the proceedings of the Council meeting held on the 5th day of March, 2025.

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 5th day of March, 2025 and, in respect of each recommendation contained in the Regular Council meeting held on the 19th day of February, 2025, and the Minutes of the Committee of the Whole meeting held on the 19th day of February, 2025, 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 5th day of March, 2025.

Sandie Macdonald, Mayor

Lisa Lehr, Manager of Legislative Services