

**THE CORPORATION OF THE TOWNSHIP OF ESSA
REGULAR COUNCIL MEETING
WEDNESDAY, SEPTEMBER 18, 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 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 4th day of September, 2024 be adopted as circulated.

4. CONSENT AGENDA

Recommendation: ***BE IT RESOLVED THAT*** the items listed in the Consent Agenda dated September 18, 2024, be received for information.

5. COMMITTEE REPORTS

6. PETITIONS

7. MOTIONS AND NOTICES OF MOTIONS

a. Proclamation – National Breastfeeding Week – October 1-7, 2024

WHEREAS exclusive breastfeeding for the first six months of life, and continued breastfeeding for two years and beyond provides unique nutritional and non-nutritional long-term benefits for an infant's growth and development; and ***WHEREAS*** the World Health Organization's Global Strategy on Infant and Young Child Feeding calls on governments worldwide to create environments that enable mothers, families and other caregivers to make informed choices about feeding practices for infants and young children; and ***WHEREAS*** breastfeeding is a human right and the Ontario Human Rights Code protects a woman's right to breastfeed in a public area without discrimination; and ***WHEREAS*** October 1st -7th is recognized as National Breastfeeding Week – an initiative to raise awareness of the numerous benefits of breastfeeding; to strengthen individual, family, and community support for breastfeeding and to further strategies that promote breastfeeding practices; and

WHEREAS the theme for National Breastfeeding Week 2024 is Empower Parents, Enable Breastfeeding. The theme is inclusive of all parents and the focus is on supporting both parents to be empowered to realize their breastfeeding goals. Breastfeeding is the foundation of lifelong good health for babies and mothers. In Simcoe County over 90% of families choose to breastfeed their babies. With the support of partners, family, friends, health care providers, employers and communities we hope to support a breastfeeding-friendly culture where breastfeeding is recognized as the natural way to feed infants and young children.

NOW THEREFORE BE IT RESOLVED THAT Council of the Corporation of the Township of Essa hereby proclaims October 1-7th, 2024 as “National Breastfeeding Week” in the Township of Essa.

8. UNFINISHED BUSINESS

9. BY-LAWS

- p. 8 a. **By-law 2024-42** – A By-law to delegate powers and duties to the Municipal Clerk for updates to the Records Management Records Retention Schedule.
- p. 9 b. **By-law 2024-43** - A By-law to deem Lots 2, 3, 4 and 5 South Side Margaret Street, Plan 160A to not be part of a registered Plan of Subdivision.
- p. 10 c. **By-law 2024-44** - A By-law to execute an MOU with the County of Simcoe to operate a multi-jurisdictional, Hazardous Materials Incident Response Team.

Recommendation: **BE IT RESOLVED THAT** By-laws 2024-42, 2024-43, and 2024-44 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. 31 a. **By-law 2024-45**

Recommendation: **BE IT RESOLVED THAT** leave be granted to introduce By-law 2024-45, that being a By-law to confirm the proceedings of the Committee of the Whole, Closed and Council meetings held on this 18th day of September, 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 2nd day of October, 2024 at 6:00 p.m.

THE CORPORATION OF THE TOWNSHIP OF ESSA
COMMITTEE OF THE WHOLE MEETING
WEDNESDAY, SEPTEMBER 4, 2024
6:00 p.m.

MINUTES

A Committee of the Whole meeting was held in person on Wednesday September 4, 2024, 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: M. Mikael, Chief Administrative Officer
C. Rankin, Manager of Parks and Recreation
S. Haniff, Manager of Planning
J. Kolb, Manager of Public Work
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 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 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

a. **Presentation**
Stevenson Memorial Hospital Foundation
Re: Donation from Essa Golf Tournament

Council presented Frank Cerisano, CEO, Darlene Mcleod, past Interim CEO, and Kara Harris Row, Communications Coordinator with a donation of \$8,450.00 from the funds raised at the Essa Golf Tournament held in June 2024.

STAFF REPORTS

4. PLANNING AND DEVELOPMENT / BUILDING

- a. **Staff Report PD011-24 submitted by the Manager of Planning, re: Deeming By-law – Lots 2, 3, 4 and 5 South Side of Margaret Street, Plan 160A.**

Resolution No: CW065-2024 Moved by: Kiezebrink Seconded by: Maltby

***BE IT RESOLVED THAT** Staff Report PD011-24 be received for information; and **THAT** Council direct Staff to prepare a deeming by-law to be adopted at a future date that would have the effect of removing Lots 2, 3, 4 and 5 South Side of Margaret Street of Plan 160A from the provisions of Section 50 (3) and (5) of the Planning Act, R.S.O. 1990, c.P.13.*

----Carried----

5. PARKS AND RECREATION / COMMUNITY SERVICES

- a. **Staff Report PR013-24 submitted by the Manager of Parks and Recreation, re: Award of Tender – Supply and Install Playground Equipment 83-84 Greenwood Drive.**

Resolution No: CW066-2024 Moved by: Smith Seconded by: Sander

***BE IT RESOLVED THAT** Staff Report PR013-24 be received; and **THAT** the quotation received from **Park N Water** in the amount of **\$68,666.48** (\$67,478.85 plus 1.76% applicable tax) be accepted as per Township specifications, contingent upon WSIB Clearance Certificate and a copy of Insurance being provided to the Municipality; and **THAT** Council authorize staff to utilize the remaining budget for fencing and play structure removal from 152 Greenwood Drive.*

----Carried----

6. FIRE AND EMERGENCY SERVICES

7. PUBLIC WORKS

- a. **Staff Report PW013-24 submitted by the Manager of Public Works, re: Bridge No. 9 Design (5th Line).**

Resolution No: CW067-2024 Moved by: Smith Seconded by: Sander

***BE IT RESOLVED THAT** Staff Report PW013-24 be received; and **THAT** Council authorize Staff to proceed with Bridge no.9 (5th Line Bridge) detailed design as contained in this report; and **THAT** Council direct Staff to initiate a special reserve fund as per the construction funding strategy contained in this report to minimize/eliminate the financial impact on the Essa Taxpayers in 2026 (construction year) to include all net revenues collected from Automated Speed Enforcement, Joint Data Processing Center and special funding related to the Aggregate Act.*

2

----Carried----

8. FINANCE

9. CLERKS / BY-LAW ENFORCEMENT / IT

- a. **Staff Report C012-24 submitted by the Deputy Clerk, re: Delegation of Authority – Records Retention.**

Resolution No: CW068-2024 Moved by: Maltby Seconded by: Kiezebrink

***BE IT RESOLVED THAT** Staff Report C012-24 be received; and
THAT Council delegate authority to the Clerk to administer the Records Management By-law and make modification to the Retention Schedule from time to time as may be required; and
THAT Council direct Staff to prepare the appropriate By-law to be presented to Council for consideration at its regular meeting on September 18, 2024.*

----Carried----

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

11. OTHER BUSINESS

Councillor Sander reminded Council of the upcoming Ivy Days taking place on Saturday September 7 and the Thornton Corn Roast on Sunday September 15, 2024.

Deputy Mayor Smith and Councillor Sander provided Council with a brief overview of their attendance at the AMO Conference that was held on August 18-21, 2024.

12. ADJOURNMENT

Resolution No: CW069-2024 Moved by: Smith Seconded by: Maltby

***BE IT RESOLVED THAT** this meeting of Committee of the Whole of the Township of Essa adjourn at 6:22 pm., to meet again on the 18th day of September, 2024 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, SEPTEMBER 4, 2024
(To follow Committee of the Whole)

MINUTES

A Committee of the Whole meeting was held in person on Wednesday September 4, 2024, 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: M. Mikael, Chief Administrative Officer
C. Rankin, Manager of Parks and Recreation
S. Haniff, Manager of Planning
J. Kolb, Manager of Public Work
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 6:22 p.m.

2. **DISCLOSURE OF PECUNIARY INTEREST**

None.

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

Resolution No: CR133-2024 Moved by: Kiezebrink Seconded by: Sander

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, Closed and Regular Council meetings held on the 3rd day of July, 2024 be adopted as circulated.

---Carried---

4. **CONSENT AGENDA**

Resolution No: CR134-2024 Moved by: Sander Seconded by: Smith

BE IT RESOLVED THAT the items listed in the Consent Agenda dated September 4, 2024, be received for information; and That Council support Items 5,7,8,14 and 19, and direct Staff to prepare letters of support.

---Carried---

6. PETITIONS

7. MOTIONS AND NOTICES OF MOTIONS

- a. **Proclamation – Fetal Alcohol Spectrum Disorder Awareness Day – September 9, 2024**

Resolution No: CR135-2024 Moved by: Kiezebrink Seconded by: Maltby

WHEREAS, there is no safe amount, no safe time, or no safe kind of alcohol that a pregnant individual can drink during pregnancy; and
WHEREAS, the term “Fetal Alcohol Spectrum Disorder” (FASD) describes the range of exceptionalities that may affect in an individual who was exposed to alcohol in utero/during pregnancy; and
WHEREAS, prenatal alcohol exposure is the leading preventable cause of birth defects, such as physical, mental, behavioural and/or learning challenges; and
WHEREAS, the exact number of people who have FASD is unknown, but in Canada it is estimated that 4 per cent of the population are born with effects of prenatal alcohol exposure annually; and
WHEREAS, the estimated social and economic cost of FASD in Canada is \$1.8 billion per year; and
WHEREAS, more than 50 per cent of all pregnancies are unplanned when drinking may occur before the pregnancy is confirmed; and
WHEREAS, people around the world began observing International FASD Awareness Day on September 9 each year beginning in 1999, in order that on the ninth day of the ninth month of the year, the world will remember that during the nine months of pregnancy it is important to abstain from alcohol; and
WHEREAS, the good health and well-being of the people of Essa are enhanced by the support of a national effort to educate about and prevent FASD through the Simcoe County FASD Prevention Committee, part of the Simcoe County FASD Initiative.
NOW THEREFORE BE IT RESOLVED THAT Council of the Corporation of the Township of Essa hereby proclaims September 9, 2024 as “Fetal Alcohol Spectrum Disorder Awareness Day” in Essa to promote awareness of the effects of prenatal exposure to alcohol, to increase acceptance and support for those individuals so affected, to minimize further effects, and to ensure healthier communities in the future.

---Carried---

- b. **Proclamation – Childhood Cancer Awareness Month (Flag Raising Ceremony – September 4 @ 5:45 p.m.)**

Resolution No: CR136-2024 Moved by: Sander Seconded by: Smith

WHEREAS, the month of September is recognized nationally as Childhood Cancer Awareness Month; and
WHEREAS, the most recent data shows that cancer remains the leading cause of non-accidental death in Canadian children; and
WHEREAS, an estimated two-thirds of childhood cancer survivors experience at least one chronic or long-term side effect from their treatment; and

WHEREAS, the awareness we create for childhood cancer will help fund further research to improve diagnosis and treatment in children and continue to decrease the death rate;

NOW THEREFORE BE IT RESOLVED THAT Council of the Corporation of the Township of Essa hereby proclaims September 2024 as "Childhood Cancer Awareness Month" in the Township of Essa.

---Carried---

8. UNFINISHED BUSINESS

9. BY-LAWS

- a. **By-law 2024-39** – A By-law to authorize the issuance of the Certificate of Maintenance and Final Acceptance (Underground Works) - 400 Centre Street.
- b. **By-law 2024-40** - A By-law to authorize the issuance of the Certificate of Substantial Completion (Aboveground Works) - 400 Centre Street.

Resolution No: CR137-2024 Moved by: Maltby Seconded by: Smith

BE IT RESOLVED THAT By-laws 2024-39, and 2024-40 be read a first, and taken as read a second and third time and finally passed.

---Carried---

10. QUESTIONS

11. CLOSED SESSION

Council did not proceed into Closed Session for deliberations.

- a. **Staff Report CAO022-24 submitted by Chief Administrative Officer, re: Legal Matters Update.**

Resolution No: CR138-2024 Moved by: Smith Seconded by: Sander

BE IT RESOLVED THAT Confidential Staff Report CAO022-24 be received.

---Carried---

- b. **Staff Report CAO023-24, re: Litigation (10th Line).**

Resolution No: CR139-2024 Moved by: Kiezebrink Seconded by: Maltby

BE IT RESOLVED THAT Staff Report CAO023-24 be received; and **THAT** Council direct Staff in accordance with Option 1 as contained within this report.

---Carried---

12. **CONFIRMATION BY-LAW**

By-law 2024-41

Resolution No: CR140-2024 Moved by: Sander Seconded by: Smith

***BE IT RESOLVED THAT** leave be granted to introduce By-law 2024-41, that being a By-law to confirm the proceedings of the Committee of the Whole and Council meetings held on this 4th day of September, 2024; 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: CR141-2024 Moved by: Sander Seconded by: Maltby

***BE IT RESOLVED THAT** this meeting of Council of the Township of Essa adjourn at 6:32 p.m. to meet again on the 18th day of September, 2024 at 6:00 p.m.*

---Carried---

Sandie Macdonald
Mayor

Lisa Lehr
Manager of Legislative Services

9a

THE CORPORATION OF THE TOWNSHIP OF ESSA

By-Law No. 2024 – 42

Being a By-Law to delegate powers and duties to the Municipal Clerk for the authority to approve and amend the Records Management Retention Schedule as required.

WHEREAS Section 23.1 (1) of the Municipal Act, 2001, S.O. 2001, c. 25, authorizes a municipality to delegate its powers and duties, subject to certain restrictions; and

WHEREAS the Council of the Corporation of the Township of Essa deems it appropriate to delegate the authority to the Municipal Clerk to approve and amend the Township of Essa's Records Retention Schedule as required from time to time.

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

1. THAT powers and duties shall be delegated to the Municipal Clerk to approve and amend Township of Essa's Retention Schedule.
2. THAT this By-law shall come into force and take effect immediately upon the passing thereof.

READ A FIRST, AND TAKEN AS READ A SECOND AND THIRD TIME AND FINALLY PASSED on this the 18th day of September, 2024.

Sandie Macdonald, Mayor

Lisa Lehr, Manager of Legislative Services

9b

THE CORPORATION OF THE TOWNSHIP OF ESSA

By-Law No. 2024 – 43

Being a By-law to Deem Lots 2, 3, 4, and 5 South Side Margaret Street, Plan 160A, Essa Township; County of Simcoe not to be a part of a Registered Plan of Subdivision for purposes of Section 50 (3) and (5) of the Planning Act, R.S.O., 1990, c.P.13

WHEREAS the Council of the Corporation of the Township of Essa is empowered to pass by-laws to designate any Plan of Subdivision, or part thereof, that has been registered for eight years or more, to be deemed not to be a registered Plan of Subdivision for the purposes of Section 50 (3) and (5) of the Planning Act, R.S.O. 1990 under Section 50 (4) of this same Act; and

WHEREAS Plan 160A was registered on the 16th day of December 1871.

WHEREAS it is deemed expedient to designate Lots 2, 3, 4, and 5 South Side Margaret Street, Plan 160A, Essa Township, County of Simcoe not to be a part of a registered Plan of Subdivision for purposes of Section 50 (3) and (5) of the Planning Act.

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

1. THAT Lots 2, 3, 4, and 5 South Side Margaret Street, Plan 160A, Essa Township, County of Simcoe be deemed not to be a part of a registered Plan of Subdivision for the purposes of Section 50 (3) and (5) of the Planning Act, R.S.O. 1990, c.P.13.
2. THAT This By-law shall come into force pursuant to the provisions of and regulations made under the Planning Act, R.S.O. 1990, c.P.13.

READ A FIRST, AND TAKEN AS READ A SECOND AND THIRD TIME AND FINALLY PASSED on this the 18th day of September, 2024.

Sandie Macdonald, Mayor

Lisa Lehr, Manager of Legislative Services

9

THE CORPORATION OF THE TOWNSHIP OF ESSA

9c

BY-LAW 2024-44

A By-law authorizing the Mayor and Clerk to execute a Memorandum of Understanding (MOU) between the County of Simcoe and the Township of Essa for the operation of a multi-jurisdictional, Hazardous Materials Incident Response Team.

WHEREAS Section 20 (1) of the *Municipal Act*, S.O. 2001, c. 25, as amended, authorizes a municipality to enter into an agreement with one or more municipalities to jointly provide for their joint benefit any matter which all of them have the power to provide within their own boundaries: and

WHEREAS Section 2 (5) of the *Fire Protection and Prevention Act* 1997, as amended, provides that municipalities may, under such conditions as may be specified in the Agreement, enter into an Agreement to:

- (a) Provide such fire protection services as may be specified in the agreement to lands or premises that are situated outside the territorial limits of the municipality; and
- (b) Receive such fire protection services as may be specified in the agreement from a fire department situated outside the territorial limits of the municipality; and

WHEREAS By-laws have been duly enacted by the corporate parties hereto respective to authorize a Memorandum of Understanding (MOU) between the said parties relative to the Township of Essa and The County of Simcoe; and

WHEREAS the said Memorandum of Understanding will remain in effect until December 31, 2032 and shall automatically renew for one additional five (5) year period on the same terms and conditions, or until such time as it is withdrawn from or terminated, pursuant to Section 9 of the Memorandum of Understanding for the Provisions of multi-jurisdictional, Hazardous Materials Incident Response Team.

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

1. That the Memorandum of Understanding marked as Schedule 'A', attached to and forming part of this by-law, is approved.
2. That the Mayor and Clerk are hereby authorized and directed to execute the said Agreement.
3. That this By-law will take effect the date it is finally passed.

9c

READ A FIRST, AND TAKEN AS READ A SECOND AND THIRD TIME AND FINALLY PASSED on this the 18th day of September, 2024.

Sandie Macdonald, Mayor

Lisa Lehr, Manager of Legislative Services

11

**A MEMORANDUM OF UNDERSTANDING (MOU)
TO OPERATE A MULTI-JURISDICTIONAL, HAZARDOUS MATERIALS (HAZMAT)
INCIDENT RESPONSE TEAM**

Effective as of the 1st day of

BETWEEN:

**THE COUNTY OF SIMCOE
(the "County")**

and

THE PARTICIPATING COMMUNITIES:

- Chippewas of Rama First Nation**
- Township of Adjala-Tosorontio**
- Town of Bradford West Gwillimbury**
- Township of Clearview**
- Town of Collingwood**
- Township of Essa**
- Town of Innisfil**
- Town of Midland**
- Township of Oro-Medonte**
- City of Orillia**
- Township of Ramara**
- Township of Severn**
- Town of New Tecumseth**
- Town of Penetanguishene**
- Township of Springwater**
- Township of Tay**
- Township of Tiny**
- Town of Wasaga Beach**

WHEREAS:

- A. In 2011, the County, the City of Barrie, and the Participating Communities entered into an MOU to establish a trained multi-disciplinary Hazmat Incident Response Team available to respond to large-scale, complex, life threatening or environmental, natural, or human-caused hazardous materials emergencies in Simcoe County (the "original Hazmat MOU").
- B. Effective January 1, 2023, the City of Barrie withdrew from the original Hazmat MOU and began offering special technical rescue services, including Hazmat response to the Participating Communities under separate agreement with individual Participating Communities.

9c

- C. The County and Participating Communities wish to continue their specialized Hazmat training, training materials and equipment, and relationship of mutual aid, and access to the County-owned equipment in the event of a Hazmat Incident in Simcoe County, as established in the original Hazmat MOU.

NOW THEREFORE the Parties agree as follows:

ARTICLE 1: DEFINITIONS AND INTERPRETATION

1.1 Definitions – In this MOU:

“Casualty Collection Point” means a point normally located in the transition area between the Hot and Warm Zones, established for the triage and stabilization of patients.

“Cold Zone” means an area not contaminated by hazardous materials that normally contains the incident command post and other such support functions as are deemed necessary to control the Incident.

“Equipment” or “County-owned Equipment” unless the context requires otherwise, means equipment owned and supplied by the County for use by the Hazmat Incident Response Team in responding to an Incident pursuant to this MOU, as further described in Schedule “A”.

“Georgian Central Ambulance Communications Centre” means the Ministry of Health centre responsible for the provision of public safety communications services to the County of Simcoe Paramedic Services.

“Hazmat Incident” or “Incident” means a complex natural or human-caused hazardous materials emergency or occurrence in the area, which poses a serious risk of harm to the health and safety of persons, living things, or the natural environment.

“Hazmat Incident Response Team” means a Simcoe County multi-disciplinary team of fire and paramedic emergency responders, as further described in Schedule “A” with professional competencies of NFPA 1072 and other areas of expertise to respond to large-scale or complex life or environmentally threatening natural or human-caused hazardous materials emergencies in the area. Firefighters will represent fire departments of Participating Communities.

“Hazmat Operating Manual” is a manual of operating guidelines prepared by the Hazmat Working Group concerning the use of the Hazmat Incident Response Team, as amended from time to time by the parties.

“Hazmat Working Group” means the Team oversight group consisting of senior personnel representing the primary response disciplines of emergency management, public health, paramedic services, and fire services.

9c

“Incident Commander” means the senior personnel on scene, representing the Participating Community having jurisdiction, responsible at all times for the overall direction and coordination of all activities at the Incident site including the development of strategies and tactics and the ordering and release of resources.

“NFPA” means the National Fire Protection Association, an international association that develops, publishes, and disseminates consensus codes and standards intended to minimize the possibility and effects of fire and other risks.

“NFPA 1072 operations level” means competency standards for all personnel responding to Hazmat Incidents, including entry into the Warm Zone and/or Hot Zone for the purpose of implementing or supporting actions to protect nearby persons, the environment, or property from the release of hazardous materials emergencies in the area.

“Requesting Participating Community” means the Participating Community that requests activation of the Hazmat Incident Response Team pursuant to this MOU.

- 1.2 *Headings* – The headings in this MOU are for convenience only and are not intended to modify or be used in the interpretation of this MOU.
- 1.3 *Legal Relationship* - In this MOU nothing gives rise to an employment relationship between any Parties in respect of any Party’s participation in or contribution to the Hazmat Incident Response Team. The Parties expressly acknowledge that they are independent contractors and neither an agency, partnership nor employer-employee relationship is intended or created by this MOU.
- 1.4 *Other Memoranda of Understanding* – This MOU does not prevent Participating Communities from entering into agreements with other municipalities to provide Hazmat response services separate from the Hazmat Incident Response Team.
- 1.5 *Conflict Schedule and Operating Manual* – In the event of a conflict between the body of this MOU and Schedules “A”, “B”, “C” or “D” or the current edition of the Hazmat Operating Manual, the body of this MOU will take precedence to the extent of the conflict.
- 1.6 *Severability* – If any term of this MOU is held to be illegal, invalid, unenforceable, null, void, or inoperative by a court of competent jurisdiction, the remaining terms will remain in full force and effect.
- 1.7 *Entire Agreement* – This MOU, including Schedules “A”, “B”, “C”, and “D” constitutes the entire agreement of the Parties, with respect to the establishment of a Hazmat Incident Response Team and supersedes any previous agreement whether written or verbal.

9c

ARTICLE 2: NOTICES

- 2.1 *Notice* – Any notice permitted or required to be given pursuant to this MOU will be in writing and delivered personally, sent by email transmission or by registered mail to the contact persons at the addresses set out in Schedule “D”.
- 2.2 *Notification of Change* - Each Party will provide the other Parties with written notification of any changes to the address or contact information for a Party contained in Schedule “D” (Notice).

ARTICLE 3: THE HAZMAT INCIDENT RESPONSE TEAM

- 3.1 Except as otherwise indicated herein, activation of the Hazmat Incident Response Team will be in accordance with the applicable operating guidelines set out in the Hazmat Operating Manual.
- 3.2 The Requesting Participating Community will request the activation of the County Hazmat Incident Response Team through the County Fire Coordinator by contacting their respective dispatch centre (either Barrie Fire or Orillia Fire), Communications Division by radio or telephone to request activation of the team. Barrie / Orillia Fire Communications will notify: County of Simcoe Paramedic Services via Georgian Central Ambulance Communications Centre, the County of Simcoe Community Emergency Management Coordinator, and Simcoe Muskoka District Health Unit. County of Simcoe Paramedic Services will notify: the receiving acute care facility. It is the responsibility of the Requesting Participating Community to notify the Ontario Ministry of the Environment Spills Action Centre and/or any other agency as required pursuant to current legislation.
- 3.3 All Participating Communities have the right to request emergency assistance from the Hazmat Incident Response Team. Participation in the Hazmat Incident Response Team is voluntary, and the parties acknowledge that the ability of any Participating Community to provide assistance may be limited by exigent circumstances such as a Participating Community’s own exigent circumstances or conditions.
- 3.4 *Contact Personnel* - Each Participating Municipality will provide to the other Parties an updated list of contact personnel, telephone numbers, fax numbers, email addresses, and emergency phone numbers.
- 3.5 *Laws* – The parties warrant that the Hazmat Incident Response Team will operate in compliance with all federal, provincial, or municipal laws or regulations, and the current editions of the Hazmat Operating Manual and NFPA 1072 and 473.
- 3.6 *Indemnity* – The Parties will, jointly and severally, indemnify, defend and hold harmless the Requesting Participating Communities, and their officers, directors

9c

and employees (“Indemnitees”), both during and following the term of this MOU, from and against any and all claims, demands, suits, losses, liabilities, damages, obligations, payments, costs, fines and expenses and accrued interest thereon, including the costs and expenses of, and accrued interest in respect of any and all actions, suits, proceedings, assessments, judgments, awards, settlements and compromises relating thereto and reasonable lawyers’ fees and reasonable disbursements in connection therewith (each, an “Indemnifiable Loss”), asserted against or suffered by any Indemnatee relating to, or in connection with, or resulting from or arising out of any action or omission of the Hazmat Incident Response Team, its employees, subcontractors, directors, officers, agents or authorized representatives, including any of its subcontractors, consultants, agents or advisors, in connection with this MOU or the response services provided hereunder, except to the extent to which such claims, demands, suits, losses, liabilities, damages, obligations, payments, costs, fines, expenses, and interest are occasioned by the gross negligence or wilful default of the Indemnitees.

ARTICLE 4: EQUIPMENT

4.1 *Supply of Equipment* – The County of Simcoe will supply the County-owned Equipment. Additional response equipment, owned by the Participating Communities, may also be used at the discretion of the Incident Commander and the Hazmat Incident Response Team. The various equipment required by the Hazmat Incident Response Team and to be supplied by the Parties (in the case of County-owned Equipment) or in response to an Incident, as the case may be, is set out in Schedule “A”.

4.2 *Maintenance of Equipment* – The City of Orillia is responsible for maintaining and testing any County-owned Equipment placed under its custody and control in a state of good repair and working order, and in compliance with the directions from the Orillia Fire Department, the County or from the manufacturer of the Equipment. Any costs related to maintaining, testing, and repairing the Equipment will be paid for by the County, unless otherwise indicated herein. The County will be responsible for the cost of annual maintenance and repairs to County-owned Equipment storage and deployment trailer.

The Township of Springwater is responsible for maintaining and testing any County-owned Training Equipment placed under its custody and control in a state of good repair and working order, and in compliance with the directions from the County or from the manufacturer of the Equipment. Any costs related to maintaining, testing, and repairing the Equipment will be paid for by the County, unless otherwise indicated herein. The County will be responsible for the cost of annual maintenance and repairs to County-owned Equipment storage and deployment trailer.

4.3 *Storage of Equipment* – The City of Orillia will store the County owned Operational Equipment in a safe and secure environment, so as to protect it from

9c

theft and damage. The Township of Springwater will store the County owned Training Equipment in a safe and secure environment, so as to protect it from theft and damage.

- 4.4 *Insurance* – The County will procure and maintain property insurance coverage respecting the County-owned Equipment.
- 4.5 *Defects in Equipment* - The City of Orillia and the Township of Springwater will notify the County immediately on becoming aware of any defects in the Equipment, which may render it unfit for use. The County will arrange to replace or repair defective Equipment as soon as possible on receiving notification from the City of Orillia or the Township of Springwater, provided that the damage or defects to the Equipment were, in the opinion of the County, caused by the use of the Equipment for a purpose agreed to by the County, the City of Orillia, the Township of Springwater or by the Hazmat Incident Response Team as provided for in this MOU. The City of Orillia will be solely responsible for repairing or replacing damaged or defective Equipment at the City of Orillia's expense, where in the opinion of the County, the damages or defects were caused by all other uses of the Equipment by the City of Orillia, its officers, employees, agents, or subcontractors.
- 4.6 *Use of the Equipment* – The City of Orillia and the Township of Springwater may use the Equipment for any purpose consistent with responding to an Emergency within the City of Orillia or the Township of Springwater, provided that it is always available for use when required by the Hazmat Incident Response Team. Equipment used in this manner will be repaired/replaced by the City of Orillia or the Township of Springwater.
- 4.7 *Title to Equipment* – The County will retain ownership of the County-owned Equipment at all times. The City of Orillia and the Township of Springwater will return the Equipment to the County at the termination or expiration of this MOU, or at any other time, upon the request of the County.

ARTICLE 5: TRAINING

- 5.1 The County will fund costs for the training and exercises described in Schedule "B" for all listed personnel of the Hazmat Incident Response Team as set out in Schedule "A", subject to \$4,000 limit approved by the County Council for such purposes. If the funds approved by County Council for training purposes are less than the actual costs for training and exercise in any calendar year, the remaining unfunded costs will be shared on a pro rata basis by the Participating Communities whose personnel receive such training in proportion to the number of personnel trained from each such Party.
- 5.2 Training Aids are a core component of technical training. The County will bear the cost of training aids necessary to carry out training of Hazmat personnel as identified within this MOU. The parties agree that as the Hazmat response

program evolves, the need for training aids will also evolve. Costs associated with their acquisition will remain within the County of Simcoe's Hazmat-related allocated budget. Training aids may be identified as equipment and/or associated publications. All potential acquisitions will be approved by the County of Simcoe's Manager of 911 and Emergency Planning prior to purchase. All training equipment will be incorporated into the annual inventory related to the Hazmat training trailer.

ARTICLE 6: ROLES AND RESPONSIBILITIES

The roles and responsibilities of each Party with respect to any Hazmat Incident in which they are involved pursuant to this MOU are outlined below:

6.1 The County will:

- a. Lead and facilitate the Hazmat Working Group to foster the ongoing development of the team, consistent with evolving operational and training needs.
- b. Coordinate post-Incident analysis and continuous improvement of the response capabilities of the Hazmat Incident Response Team.
- c. Provide operational policy development leadership and administration support.
- d. Provide ongoing financial support to maintain County-owned Equipment and to support annual training of Hazmat Incident Response Team members.
- e. Provide assistant to develop an annual exercise, if requested.

6.2 Each Participating Community will:

- a. Contribute a minimum of ten persons trained to the NFPA 1072, Mission Specific (Disciplines as outlined in NFPA 1072 – Chapter 6, 6.2 PPE, 6.3 Mass Decontamination, 6.4 Technical Decontamination, 6.5 Evidence Preservation and Public Safety Sampling, 6.6 Product Control, 6.7 Detection, Monitoring and Sampling, 6.8 Victim Rescue and Recovery, 6.9 Response to Illicit Labs) with at least one person capable of acting as the Incident Commander.
- b. Participate in annual training as determined by the local fire services of each of the Participating Communities.

6.3 The Requesting Participating Community will:

- a. Assume control of the scene. Entry to the hazard zones will be at the sole discretion of the Requesting Participating Community. Each Party will ensure that none of its employees, agents, representatives, or subcontractors, enters such zones without the approval of Requesting Participating Community upon their arrival.
- b. Recognize the nature of the Incident at a level pursuant to NFPA 1072 and determine whether the Hazmat Incident Response Team is required, and take the appropriate steps laid out in the Operating Manual.

9c

- 6.4 The County of Simcoe Paramedic Services (CSPS) will:
- a. Respond to all potential or confirmed hazardous materials or Hazmat Incidents at a minimum NFPA 1072 awareness-level response.
 - b. Recognize the nature of the Incident and determine the medical needs and resources required. CSPS will coordinate these requests at the Incident site and establish communications with area hospitals, and other health agencies as required.
 - c. Provide its response in accordance with the Hazmat Operating Manual.
- 6.5 Simcoe Muskoka District Health Unit will:
- a. Assess health effects of an agent on potentially contaminated individuals and first responders, provide surveillance and case management for those exposed.
 - b. Working with the CSPS, determine the need for and method of decontamination of exposed individuals.
 - c. Conduct on-going community surveillance and case management for potentially exposed individuals.
 - d. Assess and conduct environmental and public health risk assessments.
 - e. Liaise with appropriate agencies for environmental surety.
 - f. Be restricted to Cold Zone operations.

ARTICLE 7: REPORTS AND MEETINGS

- 7.1 *Reports* - Participating communities will provide the County with a written report as the County requests containing:
- a. Training that the Participating Communities provides to members of the Hazmat Incident Response Team.
 - b. An account of all occasions on which the Hazmat Incident Response Team has been activated.
 - c. Other events where there was use or reliance on the expertise or capability of the Hazmat Incident Response Team.
 - d. Anything else reasonably requested by the County
- 7.2 *Annual Meeting* – The representatives of the Hazmat Working Group will meet at least once a year, or more frequently as they require, at a mutually agreed upon location to:
- a. Review any use of the Hazmat Incident Response Team.
 - b. Ensure that operating procedures, policies, and strategies are current and consistent.
 - c. Review all reports provided by the participating communities who activated the Hazmat team as outlined above in section 7.1 (Reports).
 - d. Discuss any amendments required to the Hazmat Operating Manual.
 - e. Anything else agreed upon by the Parties.

ARTICLE 8: PAYMENT

19

- 8.1 *Payment of Costs* – The Participating Communities will pay their own costs associated with the deployment of the Hazmat Team in response to a particular Hazmat Incident.
- 8.2 *No Liability* – Neither the County nor the Participating Communities, excluding the Requesting Participating Community, will be liable to any other Party for any costs incurred by the Hazmat Incident Response Team or any other Party in connection with the Hazmat Incident Response Team, except to the extent expressly permitted herein or in any subsisting Mutual Aid Agreement between the parties concerned. No Party will be responsible for any delay or failure to perform its obligations under this MOU where such delay or failure is due to causes or circumstances beyond its control.
- 8.3 *Restrictions on Compensation* – The City of Orillia warrants it will not apply to, or receive monies from, the Requesting Participating Community for costs for which it has already been, or will be reimbursed by another organization, including another government, or agency thereof. This section will survive the expiry or termination of this MOU.
- 8.4 *Invoices* – The City of Orillia will issue an invoice to the County of Simcoe as set out in Schedule “C” for authorized costs incurred by the Hazmat Incident Response Team pursuant to this MOU. Such invoice will be issued within sixty (60) days from the date on which the Hazmat trailer and equipment ceases to be used in relation to an Incident unless another date is agreed to in writing by both parties. The City of Orillia will supply the County with reasonable documentation as required in support of the invoice.

ARTICLE 9: TERM, TERMINATION AND AMENDMENTS

- 9.1 *Term* – This MOU will enter into force on the date first written above and will, subject to section 8.2 (Termination), remain in effect until December 31, 2032. Unless a Party gives written notice of termination to the other Parties at least six (6) months prior to December 31, 2032, this MOU will automatically renew for an additional five (5) year period on the same terms and conditions.
- 9.2 *Termination* – This MOU may be terminated as it relates to any Party, at any time, upon such Party giving the other Parties six (6) months’ written notice.
- 9.3 Termination of this MOU will not relieve any Party, including the Party invoking this termination clause, from any existing and outstanding obligation on its part that was incurred pursuant to this MOU prior to the date of termination.
- 9.4 *Amendments* – Any changes to this MOU and the current edition of the Hazmat Operating Manual, will be in writing and will be agreed to by the Parties before taking effect.

ARTICLE 10: DISPUTE RESOLUTION

9c

- 10.1 *Dispute Resolution* – Subject to Article 9 (Term, Termination and Amendments), if any dispute arises between the Parties as to their respective rights and obligations under this MOU, the representatives of the Parties outlined in Schedule “D” (Notice) will attempt to settle the dispute within fourteen (14) business days of the dispute arising. If the representatives of the disputing Parties are unable to resolve the dispute within fourteen (14) business days, the dispute will be referred to the Fire Chief of any involved Participating Communities, and the Simcoe County Community Emergency Management Coordinator (CEMC) or one or more of their delegates for resolution.

ARTICLE 11: GENERAL

- 11.1 *Records* – Each Party will keep and maintain all training and other records, reports, invoices and other documents relating to the use of the Hazmat Team, the Equipment, the training and all costs incurred by such Party under this MOU, in a manner consistent with generally accepted accounting principles and clerical practices, and will maintain such records and keep them available for review by the County and the Participating Communities and their agents for a period in keeping with each Participating Community’s own retention schedule from the date this MOU expires or is terminated. The County and Participating Communities will be able to inspect and to request a copy of any and all such records, invoices, or other documents, as the case may be, for any purpose including the completion of an audit, on providing five (5) business days’ notice to the Party maintaining the records, invoices, or other documents. This clause will survive the termination or expiry of this MOU.
- 11.2 *Confidential Information* – Except where required by law, or for the purpose of performing duties or obligations under this MOU, no Party will directly or indirectly disclose, destroy, exploit, or use, either during or after the term of this MOU, any confidential information belonging to the other Party, unless the other Party has provided their written consent. The Parties further agree that when this MOU terminates or expires, they will return all confidential information belonging to any other Party.
- 11.3 *Media* – At no time will any Party, directly or indirectly, communicate with the media in relation to this MOU or any monies provided under the authority of this MOU unless first providing written notice to the other Parties. The Parties will not publicize or issue any publications related to this MOU unless they first notify the other party in writing.
- 11.4 *No Waiver* – The failure of the Parties to enforce at any time any of the provisions of this MOU or any of its rights in respect thereto or to insist upon strict adherence to any term of this MOU will not be considered to be a waiver of such provision, right or term or in any way affect the validity of this MOU.

9c

IN WITNESS WHEREOF each of the Parties have executed the MOU effective as of the date first above written. This MOU may be executed in several counterparts, each of which so executed will be deemed to be an original, and such counterparts together will constitute one and the same instrument and notwithstanding their date of execution will be deemed to bear date as of the date first above written. An executed copy of this MOU may be delivered by any party by email or facsimile.

THE CORPORATION OF THE COUNTY OF SIMCOE

Title: Clerk

Title: Warden

22

ac

TOWNSHIP OF ESSA

Title: Clerk

Title: Mayor

9c

SCHEDULE "A"

EQUIPMENT AND PERSONNEL PROVIDED BY THE PARTIES

I. EQUIPMENT PROVIDED BY THE COUNTY OF SIMCOE

As identified in the County of Simcoe Hazmat Equipment Inventory:

- a. Equipment determined by the Hazmat Working Group to be appropriate for the decontamination of Hazmat-exposed patients and personnel; and that will meet the decontamination standards as set out in the NFPA 1072 Hazardous Materials Response Standard.
- b. Hazmat-specific personal protective equipment (PPE), excluding self-contained breathing apparatus, deemed by the Hazmat Working Group to be appropriate for personnel required to enter any contaminated area; and that will meet the PPE standards as set out in the NFPA 1072 Hazardous Materials Response Standard
- c. Other Hazmat response equipment as appropriate
- d. Trailer for the storage and transportation of equipment referred to in section I, sub-sections (a), (b) and (c) as above.
- e. While this MOU is in force, the equipment specified in Schedule "A", section I, sub-sections (a), (b), (c) and (d) as above: will be in the care and control of the Hazmat Working Group and maintenance, replacement, storage and rights of ownership issues will be dispensed pursuant to Article 4 (Equipment) of this MOU; and, the County reserves the right to inspect and inventory the equipment as operational requirements dictate.
- f. An accountability identification for all verified members of the Hazmat Incident Response Team.
- g. Pursuant to Article 1, section 1.3 of this MOU, in the event that any Participating Community uses the County-owned Equipment and storage trailer for any purpose not related to the deployment of the Hazmat Incident Response Team, the Participating Community that used the equipment will be liable for all related maintenance, repair and/or replacement costs of said Equipment and trailer.

II. EQUIPMENT PROVIDED BY THE REQUESTING PARTICIPATING COMMUNITY

- a. Certified self-contained breathing apparatus (SCBA), excluding individually-fitted masks, for Hazmat Incident Response Team members, as operational requirements dictate.
- b. Service-specific response equipment appropriate to the nature of the Incident and pursuant to the relevant community profile identified in the Simcoe County Mutual Aid Program.
- c. Fire apparatus and firefighting equipment required by the nature of the incident.

9c

III. EQUIPMENT PROVIDED BY THE CITY OF ORILLIA

- a. An apparatus to transport the County-owned Hazmat trailer and equipment to the Incident.

IV. EQUIPMENT PROVIDED BY COUNTY OF SIMCOE PARAMEDIC SERVICES

- a. Service-specific response equipment appropriate to the nature of the Incident.
- b. Individually-fitted face masks appropriate for the operations required by the Incident.

V. PERSONNEL PROVIDED BY THE PARTICIPATING COMMUNITIES

- a. A minimum of ten NFPA 1072, Mission Specific level responders, including one-person capable of assuming the Incident Commander role.

9c

SCHEDULE "B"

TRAINING COSTS

I. ANNUAL TRAINING COSTS

- a. The County will include in its annual operating budget an amount to contribute to the training and exercise program of the Hazmat Incident Response Team.
- b. To the extent County Council approves funding for less than the full cost of training and exercises for the Hazmat Incident Response Team in any calendar year, the unfunded balance of the costs will be shared on a pro rata basis by other Parties in proportion to the number of personnel trained from each such Party.
- c. The training and exercise program development and implementation will be coordinated by Hazmat Working Group.
- d. All costs associated with training for which County financial support is sought must be approved in writing by the County prior to training or exercises taking place.

II. CONSUMABLES USED DURING TRAINING

- a. Consumables (defined as including Level A and B suits, duct and ChemTape, colorimetric detector tubes, one-time use Hazmat kits, water, food, and ice, but not including Equipment) will be replaced by the County of Simcoe if agreed upon by the Parties at the planning session held in advance of training.

26

ac

SCHEDULE "C"

COST RECOVERY RATES

I. COST RECOVERY BY PARTICIPATING COMMUNITIES

- a. Pursuant to the Ontario *Environmental Protection Act*, R.S.O. 1990, c. E.19 and its regulations, costs incurred by Participating Communities related to a response to a hazardous materials incident may be recoverable from the person or entity liable for the spill.
- b. Additional hazardous materials response resources may be available through the Province of Ontario. Prior to a request for said resources by a Participating Community, consideration should be given to the need for a local Declaration of Emergency pursuant to the Ontario *Emergency Management and Civil Protection Act*.
- c. Participating Communities will not hold the Requesting Participating Community liable or responsible for the salaries, benefits and overhead of personnel responding, nor for the salaries, benefits and overhead of persons replacing the responding personnel, in and above costs which are recoverable from the person or entity liable for the spill or from the Province of Ontario.

II. COST RECOVERY CITY OF ORILLIA

- a. The team provided from the City of Orillia consists of personnel familiar with and trained to deploy equipment carried in the County Hazardous Material response trailer. Individuals will be trained to a minimum of NFPA 1072 Operations as set out in the current MOU. The number of responding personnel will be determined by the operational readiness of the department to a maximum of two personnel. The requesting Participating Community and the County will share reimbursement to the City of Orillia for the salaries, benefits and overhead of responding personnel as pursuant to the current collective agreement with the City of Orillia and its Professional Fire Fighters Local 1100. Cost associated with apparatus will be as per the City of Orillia's Fees By-Law and will be charged out at the current MTO rate per vehicle per hour.
- b. The requesting Participating Community and the County will share reimbursement to the City of Orillia for calling back fire fighters to replace positions vacated by the responding personnel as per the MOU. All costs will be pursuant to the current collective agreement with the City of Orillia and its Professional Fire Fighters Local 1100.

9c

SCHEDULE "D"

NOTICES

To the County:

Manager, 911 & Emergency Planning
County of Simcoe
1110 Highway 26
Midhurst, Ontario L9X 1N6

To Participating Communities:

Fire Chief
Chippewas of Rama First Nation
7454 Williams Road
Rama, Ontario L0K 1T0

Fire Chief
Township of Adjala-Tosorontio
7855 30th Sideroad
Adjala, Ontario L9R 1V1

Fire Chief
Town of Bradford West Gwillimbury
75 Melbourne Drive
Bradford, Ontario L3Z 1M2

Fire Chief
Township of Clearview
217 Gideon Street
Stayner, Ontario L0M 1S0

Fire Chief
Township of Essa
5786 County Road 21
Utopia, Ontario L0M 1T0

Fire Chief
Town of Innisfil
2101 Innisfil Beach Road
Innisfil, Ontario L9S 1A1

Fire Chief
Town of Midland
575 Dominion Avenue
Midland, Ontario L4R 1R2

9c

Fire Chief
Town of New Tecumseth
Box 910
10 Wellington Street East
Alliston, Ontario L9R 1A1

Fire Chief
City of Orillia
500 Gill Street,
Orillia, ON L3V 4L1

Fire Chief
Township of Oro-Medonte
3375 Line 4 North
Oro-Medonte, Ontario L0L 2L0

Fire Chief
Town of Penetanguishene
10 Robert Street West
PO Box 5009
Penetanguishene, Ontario L9M 2G2

Fire Chief
Township of Ramara
2297 Highway 12, PO Box 130
Breachin, Ontario LOK 1B0

Fire Chief
Township of Severn
1024 Hurlwood Lane
Severn, Ontario L3V 0Y6

Fire Chief
Township of Springwater
2231 Nursery Road
Minesing, Ontario L0L 1Y2

Fire Chief
Township of Tay
4987 Talbot Street
Port McNicoll, ON L0K 1R0

Fire Chief
Township of Tiny
130 Balm Beach Road West
Perkinsfield, Ontario L0L 2J0

29

ac

Fire Chief
Town of Wasaga Beach
30 Lewis Street
Wasaga Beach, Ontario L9Z 1A1

30

THE CORPORATION OF THE TOWNSHIP OF ESSA

BY-LAW 2024 - 45

Being a By-law to confirm the proceedings of the Council meeting held on the 18th day of September, 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 18th day of September, 2024 and, in respect of each recommendation contained in the Minutes of the Regular Council meeting held on the 4th day of September, 2024, and the Minutes of the Committee of the Whole meeting held on the 4th day of September, 2024, 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 18th day of September, 2024.

Sandie Macdonald, Mayor

Lisa Lehr, Manager of Legislative Services