

**THE CORPORATION OF THE TOWNSHIP OF ESSA
REGULAR COUNCIL MEETING
WEDNESDAY, NOVEMBER 1, 2023
(To follow Committee of the Whole)**

AGENDA

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

- 1. OPENING OF MEETING BY THE MAYOR**
- 2. DISCLOSURE OF PECUNIARY INTEREST**
- 3. ADOPTION OF PREVIOUS MINUTES AND MOTIONS**

p. 1 Recommendation: **BE IT RESOLVED THAT** the motions duly passed and approved at the Special and Committee of the Whole meetings of this date be approved; and **THAT** the minutes of the Committee of the Whole, Public Meeting, Closed Session and Regular Council meetings held on the 18th day of October, 2023 be adopted as circulated.

- 4. CONSENT AGENDA**

Recommendation: **BE IT RESOLVED THAT** the items listed in the Consent Agenda dated November 1, 2023 be received for information, and that the necessary actions be taken.

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

- p. 12 a. **By-law 2023-65 Appointment – Municipal Law Enforcement Officer**

Recommendation: **BE IT RESOLVED** that leave be granted to introduce By-law 2023-65, that being a By-law to appoint a Municipal Law Enforcement Officer; and, that said By-law be read a first, and taken as read a second and third time and finally passed.

- p. 14 b. **By-law 2023-66 Policing Agreement - OPP**

Recommendation: **BE IT RESOLVED** that leave be granted to introduce By-law 2023-66, that being a By-law to enter into an agreement with the Ontario Provincial Police for Policing Services; and, that said By-law be read a first, and taken as read a second and third time and finally passed.

p. 37 c. **By-law 2023-67 Appointment – Deputy Treasurer**

Recommendation: **BE IT RESOLVED** that leave be granted to introduce By-law 2023-67, that being a By-law to appoint a Deputy Treasurer; and, that said By-law be read a first, and taken as read a second and third time and finally passed.

p. 38 d. **By-law 2023-68 Lease Agreement – Sports Impressions**

Recommendation: **BE IT RESOLVED** that leave be granted to introduce By-law 2023-68, that being a By-law to enter into a Lease Agreement with Sports Impressions; and, that said By-law be read a first, and taken as read a second and third time and finally passed.

10. QUESTIONS

11. CLOSED SESSION

12. CONFIRMATION BY-LAW

p. 46 a. **By-law 2023-69**

Recommendation: **BE IT RESOLVED THAT** leave be granted to introduce By-law 2023-69, that being a By-law to confirm the proceedings of the Special, Committee of the Whole and Council meetings held on this 1st day of November, 2023; 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 15th day of November, 2023 at 6:00 p.m.

**THE CORPORATION OF THE TOWNSHIP OF ESSA
PUBLIC MEETING MINUTES
October 18, 2023
PROPOSED ZONING BY-LAW AMENDMENT (Z13-23)
(Affecting 190 Mill Street)**

MINUTES

A Public meeting was held in person on Wednesday, October 18th, 2023 in the Council Chambers of the Administration Centre, Township of Essa.

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

Staff in attendance: C. Healey-Dowdall, Chief Administrative Officer
M. Mikael, Manager of Public Works
D. Dollmaier, Treasurer
C. Rankin, Manager of Parks and Recreation
S. Corbett, Deputy Clerk
L. Lehr, Manager of Legislative Services

Guests: Lauran Arsonault, Agent
Victoria Lemieux, Agent

Mayor Macdonald opened the meeting at 6:14 p.m. She stated that the purpose of this Public Meeting is to review a proposal for a Zoning By-law Amendment seeking to permit the conversion of an existing 10-unit motel into a 10-unit apartment building at 190 Mill Street, Angus, in accordance with the provisions of the Planning Act.

The Chief Administrative Officer provided comments on behalf of the municipality stating that the Planning Department was in receipt of preliminary concerns from staff surrounding parking, snow storage, stormwater management, waste storage, fire accessibility in addition to compatibility. Additionally, she advised that the municipality had received letters from three neighbours surrounding the subject property requesting that a fence be built.

Lauran Arsonault of Morgan Planning introduced herself as a representative of the applicant. She proceeded to make a PowerPoint presentation describing the application and the proposal.

Mayor Macdonald then welcomed comments and questions from the public, stating that speakers must state their name and address so that proper records may be kept and notice of future decisions be sent to those persons involved in the review process.

Katy Swanton, 11 Tree Top Street provided the following comments:

- Concerns regarding privacy fence
- Concerns regarding the depositing of garbage

- Concerns regarding her property being used as a cut through by residents of 190 Mill Street
- Stated that she is not opposed to the Zoning change, but wishes a mutual way forward

No further public comments were brought forward.

Mayor Macdonald thanked all in attendance for their participation. She added that the Essa Township Planning office will prepare a report and by-law to be presented to Council concerning this matter.

The Public meeting adjourned at 6:25 p.m.

Sandie Macdonald, Mayor

Lisa Lehr, Director of Legislative
Services/Clerk

**THE CORPORATION OF THE TOWNSHIP OF ESSA
COMMITTEE OF THE WHOLE MEETING
WEDNESDAY, OCTOBER 18, 2023
6:00 p.m.**

3

MINUTES

A Committee of the Whole meeting was held in person on Wednesday October 18, 2023 in the Council Chambers of the Administration Centre, Township of Essa.

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

Staff in attendance: C. Healey-Dowdall, CAO
M. Mikael, Manager of Public Works
D. Dollmaier, Treasurer
C. Rankin, Manager of Parks and Recreation
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 the traditional land of the Anishinaabeg, Huron-Wendat and the Tiononati people. 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, Métis and Inuit people.

2. DISCLOSURE OF PECUNIARY INTEREST

3. DELEGATIONS / PRESENTATIONS / PUBLIC MEETINGS

a. Presentation

RVH Foundation

Mary-Anne Frith, Keep Life Wild Campaign Cabinet Chair

Re: Donation from Essa Golf Tournament

Council presented Mary-Anne Frith, Chair, RVH Foundation, with a donation of over \$5,000.00 from the funds raised at the Essa Golf Tournament held in May 2023. Ms. Frith thanked Council for their 20 years of support through Council's Annual Golf Tournament.

b. Public Meeting

190 Mill Street – Zoning By-law Amendment (Z13-23)

See separate set of minutes.

3

STAFF REPORTS

4. PLANNING AND DEVELOPMENT

- a. **Staff Report PD029-23 submitted by the Manager of Planning and Development re: 6030 County Road 10 – Proposed Zoning By-law Amendment**

Resolution No: CW113-2023 Moved by: Smith Seconded by: Sander

BE IT RESOLVED THAT *Staff Report PD029-23 be received; and THAT Council approve an amendment to the Township’s Zoning By-law (2023-50), for lands municipally known as 6030 County Road 10 to be rezoned from the ‘Agricultural (A) Zone’ to the ‘Agricultural with Special Provisions (SP) Zone (A-1)’ and ‘Commercial Agricultural with Special Provisions (C5-4)’ on the retained lot following a recent Consent (severance).*

----Deferred----

6. PARKS AND RECREATION / COMMUNITY SERVICES

- a. **Staff Report PR019-23 submitted by the Manager of Parks and Recreation, re: Pro Shop Start – Angus Arena.**

Resolution No: CW114-2023 Moved by: Kiezebrink Seconded by: Maltby

BE IT RESOLVED THAT *Staff Report PR019-23 be received; and THAT Council consider authorizing the Manager of Parks & Recreation to issue Robert Panetta of Sports Impressions a three (3) year rental contract at the rate of \$350 per month for the first year (6 months) with the rental contract monthly rate for the second and third year being \$400 per month (6 months).*

----Carried----

7. FIRE AND EMERGENCY SERVICES

8. PUBLIC WORKS

9. FINANCE

- a. **Correspondence from Township Engineer Ainley Group, re: Reduction in Securities – Marshall (Brookfield) Subdivision.**

Resolution No: CW115-2023 Moved by: Sander Seconded by: Smith

BE IT RESOLVED THAT COUNCIL *approve a reduction in securities relating to Marshall (Brookfield) Subdivision, as recommended by Ainley as follows:*

<i>Current Securities Held by Township of Essa:</i>	<i>\$16,463,344.58</i>
<i>Reduction as Recommended by Ainley:</i>	<i>\$5,939,404.32</i>
<i>Securities to be Retained by Township of Essa:</i>	<i>\$10,523,940.26</i>

And,

THAT this approval is conditional upon the Developer providing the municipality with a Statutory Declaration indicating that all accounts have been paid in full, including all of the Township's legal and engineering costs.

----Carried-----

10. CLERKS / BY-LAW ENFORCEMENT / IT

- a. **Staff Report C021-23 submitted by the Deputy Clerk, re: Proposed 2024 Regular Council and Committee of the Whole Meeting Schedule**

Resolution No: CW116-2023 Moved by: Kiezebrink Seconded by: Sander

BE IT RESOLVED THAT Staff Report C021-23 be received; and THAT Council approve the 2024 Regular Council and Committee of the Whole Meeting Schedule as attached.

----Carried-----

- b. **Staff Report C022-23 submitted by the Deputy Clerk, re: By-law Enforcement Activity Summary (January 1-March 31, April 1-June 30 and July 1-September 30)**

Resolution No: CW117-2023 Moved by: Maltby Seconded by: Smith

BE IT RESOLVED THAT Staff Report C022-23 be received for information.

----Carried-----

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

- a. **Staff Report CAO024-23 submitted by the Chief Administrative Officer, re: Nottawasaga OPP Contract**

Resolution No: CW118-2023 Moved by: Smith Seconded by: Maltby

BE IT RESOLVED THAT Staff Report CAO024-23 be received; and THAT Council renew the current OPP contract for 3 years at a cost of \$3,003,809 in 2024.

----Carried ----

OTHER BUSINESS

Mayor Macdonald reminded of the Remembrance Day observance on November 11, 2023.

Mayor Macdonald advised that Staff Service Awards will be held on November 22, 2023 at 6 p.m. at the Angus Banquet Hall.

Mayor Macdonald reminded Council and Staff that the Angus Santa Clause Parade is scheduled to take place on November 18, 2023 starting at 10 a.m.

Deputy Mayor Smith inquired about no parking/time limit signs in front of the EV Chargers.

12. ADJOURNMENT

Resolution No: CW119-2023 Moved by: Smith Seconded by: Maltby

*BE IT RESOLVED THAT this meeting of Committee of the Whole of the Township of
Essa adjourn at 6:35 p.m., to meet again on the 1st day of November 2023 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, OCTOBER 18, 2023

MINUTES

The Regular Meeting of Council was held in person on Wednesday October 18, 2023, following the Committee of the Whole in the Council Chambers of the Administration Centre, Township of Essa.

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

Staff in attendance: C. Healey-Dowdall, CAO
M. Mikael, Manager of Public Works
D. Dollmaier, Treasurer
C. Rankin, Manager of Parks and Recreation
S. Corbett, Deputy Clerk
L. Lehr, Manager of Legislative Services

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

Mayor Macdonald opened the meeting at 6:35 p.m.

2. **DISCLOSURE OF PECUNIARY INTEREST**

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

Resolution No: CR200-2023 Moved by: Sander Seconded by: Kiezebrink

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 Session and Regular Council meetings held on the 4th day of October, 2023 be adopted as circulated.

----Carried-----

4. **CONSENT AGENDA**

Resolution No: CR201-2023 Moved by: Sander Seconded by: Maltby

BE IT RESOLVED THAT the items listed in the Consent Agenda dated October 18, 2023 be received for information and that the necessary actions be taken.

----Carried-----

5. **COMMITTEE REPORTS**

6. **PETITIONS**

7. MOTIONS AND NOTICES OF MOTIONS

a. Provincial and Federal Supports for Drinking Water Plant Expansion

Resolution No: CR202-2023 Moved by: Kiezebrink Seconded by: Smith

WHEREAS the provincial government has a goal of building 1.5 million new homes by 2031, and the federal government has intention to address housing;

AND WHEREAS the Great Lakes are a resource for all of Ontario;

AND WHEREAS existing water infrastructure includes a large capacity intake pipe from Georgian Bay, and a 60km pipeline from the water treatment plant in Collingwood southerly to New Tecumseth, with outtakes in Clearview and Essa Townships in Simcoe County; and there is existing infrastructure to The Town of the Blue Mountains in Grey County;

AND WHEREAS the Environmental Assessment of the Collingwood-located Water Treatment Plant incorporated long-term needs with two phases, the current Phase 1 which provide substantial capacity increases in 2028 including over 9,000 units for Collingwood, which upon agreement could be shared with The Town of the Blue Mountains, and about 14,500 units for New Tecumseth, and enables further stepped capacity increases to meet municipal water needs for almost 36,000 additional housing units and/or industrial uses and incorporates Clearview and potentially others that would otherwise have constrained access to water;

AND WHEREAS this area is growing at one of the quickest rates in Canada and has the approved and in flight development applications and industry to support the delivery of housing, industrial growth and the proposed new regional hospital in Collingwood;

AND WHEREAS the total project cost increased from \$50M to \$120M and is now in the range of \$270M with the bid prices, and it is not affordable for the current developers, ratepayers and taxpayers to fully fund this project;

AND WHEREAS the project is shovel-ready, with bids valid until November 10th, 2023 and likely to increase if they expire;

AND WHEREAS the remaining capacity in the plant is about 2,000 units plus any interim capacity, and a non-award will stymie growth and last into 2029 and potentially beyond;

THEREFORE BE IT RESOLVED THAT Council support the asks from Collingwood and New Tecumseth to the provincial Ministers of MMAH and Infrastructure and the federal government that they help enable the water treatment plant expansion to proceed, including that the province appoint the Provincial Land and Development Facilitator to co-develop a solution;

AND THAT Council support a Council or staff representative of the municipality sitting on a short-term task force with the Development Community seeking to enable this expansion to proceed;

AND THAT Council's Resolution be communicated to MPP Saunderson, MP Dowdall, the Town of Collingwood, the Town of New Tecumseth, The Town of the Blue Mountains, and the Township of Clearview.

----Carried ----

8. UNFINISHED BUSINESS

9. BY-LAWS

a. By-law 2023-63 Alliston & District Humane Society Agreement

Resolution No: CR203-2023 Moved by: Sander Seconded by: Smith

BE IT RESOLVED that leave be granted to introduce By-law 2023-63, that being a By-law to enter into an agreement with the Alliston & District Humane Society for Poundkeeping Services; and, that said By-law be read a first, and taken as read a second and third time and finally passed.

----Carried----

10. QUESTIONS

11. CLOSED SESSION

Resolution No: CR204-2023 Moved by: Sander Seconded by: Smith

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

- a) Confidential Staff Report CAO025-23 – Identifiable Individual
 - Personal matters about an identifiable individual [s.239(2)(b)]
 - Litigation or Potential Litigation – s.239(2)(e)]
- b) Confidential Staff Report CAO026-23 – Staffing
 - Personal matters about an identifiable individual [s.239(2)(b)]
- c) Confidential Staff Report CAO027-23 – Request for Exemption to the Zoning By-law for Chickens
 - Personal matters about an identifiable individual [s.239(2)(b)]
- d) Confidential Staff Report C023-23 - Recruitment for Municipal Law Enforcement Officer
 - Personal matters about an identifiable individual [s.239(2)(b)]
 - Labour Relations and Employee Negotiation s.239(2)(d)]

----Carried----

Council proceeded into Closed Session Deliberations at 6:42 p.m.

Motion to Rise and Report from Closed Session Meeting of October 18, 2023.

Resolution No: CR205-2023 Moved by: Smith Seconded by: Sander

BE IT RESOLVED THAT Council rise and report from the Closed Session Meeting at 7:22 p.m.

----Carried----

- a) IDENTIFIABLE INDIVIDUAL [s.239(2)(b)]
LITIGATION OR POTENTIAL LITIGATION – s.239(2)(e)
Confidential Staff Report CAO025-23 submitted by the Chief
Administrative Officer, re: Identifiable Individual.

Resolution No: CR206-2023 Moved by: Kiezebrink Seconded by: Maltby

*BE IT RESOLVED THAT Staff Report CAO025-23 be received; and
THAT Council direct Staff to proceed with Option No. 2 as amended.*

----Carried-----

- b) IDENTIFIABLE INDIVIDUAL [s.239(2)(b)]
Confidential Staff Report CAO026-23 submitted by the Chief
Administrative Officer, re: Staffing.

Resolution No: CR207-2023 Moved by: Maltby Seconded by: Kiezebrink

*BE IT RESOLVED THAT Staff Report CAO026-23 be received; and
THAT Council direct Staff to proceed with Option No. 2 as outlined in this Report.*

----Carried-----

- c) IDENTIFIABLE INDIVIDUAL [s.239(2)(b)]
Confidential Staff Report CAO027-23 submitted by the Chief
Administrative Officer, re: Request for Exemption to the Zoning By-law for
Chickens

Resolution No: CR208-2023 Moved by: Kiezebrink Seconded by: Maltby

BE IT RESOLVED THAT Staff Report CAO027-23 be received.

----Carried-----

- d) IDENTIFIABLE INDIVIDUAL [s.239(2)(b)]
Confidential Staff Report C023-23 submitted by the Manager of Legislative
Services, re: Recruitment for Municipal Law Enforcement Officer

Resolution No: CR209-2023 Moved by: Sander Seconded by: Maltby

*BE IT RESOLVED THAT Staff Report C023-23 be received;
That Council authorize Staff to proceed with Option No. 2 as identified in this
Confidential Report.*

----Carried-----

12. CONFIRMATION BY-LAW

a. By-law 2023-64

Resolution No: CR210-2023 Moved by: Smith Seconded by: Kiezebrink

BE IT RESOLVED THAT leave be granted to introduce By-law 2023-64 that being a By-law to confirm the proceedings of the Council and Committee of the Whole meetings held on this 18th day of October, 2023; and, that said By-law be read a first, and taken as read a second and third time and finally passed.

----Carried-----

13. ADJOURNMENT

Resolution No: CR2011-2023 Moved by: Smith Seconded by: Maltby

BE IT RESOLVED THAT this meeting of Council of the Township of Essa adjourn at 7:25 p.m. to meet again on the 1st day of November, 2023 at 6:00 p.m.

----Carried-----

Sandie Macdonald
Mayor

Lisa Lehr
Manager of Legislative Services

THE CORPORATION OF THE TOWNSHIP OF ESSA

9a

By-law No. 2023 – 65

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 Hannah Coombs 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.

9a

2. That Hannah Coombs 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 Hannah Coombs 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 November 6, 2023.
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 1st day of November, 2023.

Sandie Macdonald, Mayor

Lisa Lehr, Manager of Legislative Services

96

THE CORPORATION OF THE TOWNSHIP OF ESSA

BY-LAW NO. 2023 – 66

Being a By-law to authorize execution of an Agreement for the provision of Police Services under Section 10 of the *Police Services Act*.

WHEREAS the Corporation of the Township of Essa deems it necessary to comply with Section 10 of the *Police Services Act*, R.S.O. 1990, c.P.15 as amended; and

WHEREAS Section 4 (1) of the *Police Services Act*, R.S.O. 1990, c.P.15, 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 10 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, with the most recent due to expire on December 31, 2023; and

WHEREAS at its meeting of October 18, 2023, Council passed Resolution No. CW118-2023, approving entering into an Agreement for a further three (3) year term for the provision of police services in the Township of Essa;

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

1. That the Corporation of the Township of Essa enter into an Agreement with the Ministry of the Solicitor General, for police services for a three (3) year term commencing on the 1st day of January, 2024 and ending on the 31st day of December, 2027, to maintain the current Police Services.
2. That the Mayor and Clerk be authorized to sign and execute all documents relating to the Agreement.
3. That this By-law shall be cited as the "Joint OPP Policing Contract By-law".

9b

4. That this By-law shall come into force and take effect on the date of passing thereof.

READ A FIRST, AND TAKEN AS READ A SECOND AND THIRD TIME AND FINALLY PASSED on this the 1st day of November, 2023.

Sandie Macdonald, Mayor

Lisa Lehr, Clerk

96

The term of this Agreement is effective as of the 1st day of January 2024.

**AGREEMENT FOR THE PROVISION OF POLICE SERVICES
UNDER SECTION 10 OF THE POLICE SERVICES ACT, R.S.O. 1990, c. P.15, as am.**

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. 4(1) of the *Police Services Act*, R.S.O. 1990, c. P.15, as am., the Municipality is required to provide adequate and effective police services in accordance with its needs;
- (b) Under s. 5 of the *Police Services Act*, the Municipality's responsibility for providing police services may be discharged by entering into an Agreement with the Solicitor General under s. 10 of the Act;
- (c) The Municipality has expressed its intent to provide police services, in pursuance of its responsibilities under s. 5 of the *Police Services Act*, 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	2023-XXX	Month DD, 2023
2. Township of Essa	2023-XXX	Month DD, 2023
3. Town of New Tecumseth	2023-XXX	Month DD, 2023

- (d) This Agreement reflects the intent of the parties to provide an adequate and effective level of police services for the Municipality as set out in the "Contract Policing Proposal," dated October 13, 2023 (attached as Schedule “B”);

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

- 1. The parties warrant that the recitals are true.

16

9b

Definitions

2. In this Agreement:

- (a) "Annual Billing Statement" means a statement prepared by Ontario and submitted to the Municipality for review and approval which contains:
 - (i) the Municipality's policing costs for the year following the year in which the statement is prepared, based on an estimate of salary, benefits, overtime, shift premium, statutory holiday payouts, prisoner transportation, court security (if applicable), and accommodation/cleaning (if applicable); and
 - (ii) a year-end adjustment reconciling salary, benefits, overtime, shift premium, statutory holiday payouts, prisoner transportation, court security (if applicable), and accommodation/cleaning (if applicable) costs to those billed for the preceding year. Uniform Enhancement position hours are also reconciled to ensure the minimum number of contractual hours was met.
- (b) "Board" means Nottawasaga Police Services Board.
- (c) "Commissioner" means the Commissioner of the O.P.P.
- (d) "Detachment Commander" means the O.P.P. officer in charge of Nottawasaga Detachment.

General Provisions

- 3. Ontario shall provide adequate and effective police services in accordance with the needs of the Municipality in compliance with the terms and conditions of the Agreement. The Municipality shall pay Ontario for the police services provided under this Agreement in accordance with this Agreement.
- 4. The Commissioner shall ensure that the Detachment Commander responds appropriately to the Board's objectives and priorities for police services, developed after consultation with the Detachment Commander, pursuant to s. 10(9)(b) of the *Police Services Act*.
- 5. The Commissioner shall cause the Detachment Commander or his or her designate to report to the Board at mutually agreed upon intervals in accordance with the *Police Services Act* regarding the provision of police services in and for the Municipality. The O.P.P. will determine the information to be contained in the reports and the format in which they will be provided.
- 6. (a) For the purposes of s. 10(6) of the *Police Services Act*, the O.P.P. shall provide police services to the Municipality, including the enforcement of mutually agreed upon by-laws. The parties shall review this part of the agreement annually, with a view to revising or updating the list of by-laws requiring O.P.P. enforcement.

17

(b) Any by-law violations in relation to; building codes, or animal control will not form part of this agreement.

7. The parties agree that sections 132 and 133 of the *Police Services Act* will be applied as if the Nottawasaga Detachment of the O.P.P. was a municipal police force, and as if the Detachment Commander was a Chief of Police.

Service Levels

8. (a) Ontario shall cause the Commissioner to assign police officers and other persons to duties relating to the police services in and for the Municipality so as to provide the municipality adequate and effective policing services.

(b) Where the Municipality receives dedicated enhancement positions, it shall be responsible for all costs associated with those dedicated resources. In the event that the Municipality decides to reduce the number of enhancement positions, it shall provide Ontario with at least one year's prior written notice and shall be responsible for all costs associated with such reduction.

Liability of Ontario

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

Provincial Services Usage

10. The O.P.P. as legislated by the *Police Services Act*, must be capable of providing provincial level response that can be mobilized for emergencies, disaster or specialized needs. The O.P.P. may meet this requirement by deploying resources that normally would be assigned to the Detachment that serves the Municipality. The O.P.P. shall ensure that in the event resources are deployed to a situation requiring provincial level response, appropriate resources remain available to the Detachment to provide adequate and effective policing to the Municipality. The use of O.P.P. officers in cases where there is a provincial obligation to respond will be accounted for as part of the billing model.

Equipment and Facilities

11. 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 police services under this Agreement.

12. The parties will enter into negotiations concerning the provision and payment of appropriate buildings and rental agreements, including, but not limited to, location, leasehold improvements, and capital costs, where applicable.

9b

Adequacy Standards Regulation

13. The O.P.P. shall undertake and be responsible for ensuring that all mandatory standards of adequate and effective police services as required by *Ontario Regulation 3/99* under the *Police Services Act* are met and maintained.
14. The Detachment Commander shall provide the Board with reasonable documentation, as agreed upon between the Board and the O.P.P., to allow the Board to evaluate the services and satisfy itself that adequate and effective standards and policies are in place.
15. It shall be the responsibility of the Board to monitor the delivery of police services to ensure that the provisions of the *Ontario Regulation 3/99* under the *Police Services Act* are satisfied on an ongoing basis.

Cost of Police Services

16. (a) On or before October 01st in each year, Ontario shall prepare and deliver to the Municipality for review and approval, the Annual Billing Statement for the following year, together with sufficient documentation and information reasonably necessary to explain and support the billing.
(b) The Municipality shall review the Annual Billing Statement upon receipt and, within 90 days of such receipt, shall approve the Annual Billing Statement or deliver to Ontario a request to review the Annual Billing Statement.
17. (a) In the event that the Municipality fails to approve or request a review of the Annual Billing Statement within 90 days of receipt, the Municipality shall be deemed to have approved the Annual Billing Statement.
(b) In the event that the Municipality requests a review of the Annual Billing Statement as provided in this paragraph, the Annual Billing Statement shall be approved, or amended and approved in accordance with Section 18.
18. Where the Municipality has delivered to Ontario a request to review the Annual Billing Statement, Ontario shall carry it out expeditiously, and Ontario shall cooperate to permit such a review to be carried out. If the parties are unable to agree on the Annual Billing Statement, either party may submit the matter to the dispute resolution mechanisms set out in paragraphs 22 and 23. In the event that the Municipality delivers a request to review to Ontario, the Annual Billing Statement shall be deemed to apply during the period of review.
19. The Municipality shall make monthly installment payments to Ontario due no later than 30 days following receipt by the Municipality of each monthly invoice, each one being one twelfth of the Annual Billing 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.

19

20. Ontario shall keep all records, statements of account, invoices and any other such documents necessary to support the Annual Billing 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 Annual Billing Statement.
21. Upon the approval or deemed approval of the Annual Billing Statement, as provided in this Agreement, adjustments shall be made in 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 Annual Billing 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 Annual Billing 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 Mechanisms

22. (a) The provisions of this paragraph apply in the event of a dispute between the Municipality and Ontario concerning financial and related issues arising out of the interpretation, application, administration, or alleged violation of this Agreement (“Financial Disputes”) or between the Board and the O.P.P. concerning policing issues arising out of the interpretation, application, administration, or alleged violation of this Agreement (“Policing Disputes”).
- (b) In the event that a dispute arises, the Detachment Commander, or representative, and the Municipality or the Board, as the case may be, or their representative, shall meet within 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 the Board, as the case may be, 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, and the Municipality or the Board, as the case may be, or representative, shall meet and use all best good faith efforts to resolve the dispute.
- (e) If a Financial Dispute remains unresolved, the issue may be referred to mediation by either party, and each party shall use all good faith efforts to resolve the dispute.
23. (a) Financial Disputes that cannot be resolved through any of the methods described within paragraph 22, may be referred to and settled by binding arbitration. The provisions of the *Arbitration Act, 1991* shall apply to any such arbitration, unless otherwise indicated below:
- (i) The language of the arbitration shall be English.

9b

- (ii) The place of the arbitration shall be the Town of New Tecumseth.
 - (iii) Each party agrees that the arbitration shall be conducted in a summary manner to ensure a full hearing in a cost effective and efficient manner.
 - (iv) Each party shall make prompt full disclosure to the other and, subject to the availability of an arbitrator the arbitration shall be commenced within 30 days of the conclusion of the meeting with the Commissioner, or the mediator, if applicable.
 - (v) Each party shall be responsible for its own legal expenses and for an equal share of the fees and expenses of the arbitration and any other related expenses. Section 54 of the *Arbitration Act* shall not apply; the arbitrator shall have no right to make an award relating to costs.
 - (vi) The parties shall have no right of appeal to a final decision of an arbitrator.
- (b) Policing Disputes shall not be subject to mediation or arbitration.
- (c) Neither party shall be entitled to proceed to mediation or arbitration until all of the meetings referred to in paragraphs 22 have been held, and each party undertakes to exert all best good faith efforts to resolve the dispute in those meetings.
- (d) Mediations or arbitrations of disputes conducted under this Agreement shall remain closed to the public. All parties to any dispute shall keep all details, admissions or communications made in the course of the dispute resolution process strictly confidential, nor shall such information be admissible in any legal proceeding, except as follows:
- (i) on consent of all parties;
 - (ii) as may be ordered by a court of competent jurisdiction;
 - (iii) the final decision of the arbitrator may be released.
- (e) Each of the meetings outlined in paragraph 22 shall be commenced no earlier than 15 days, and concluded no more than 30 days, from the conclusion of the prior stage unless the parties otherwise agree.
- (f) Notwithstanding any of the above provisions, nothing in this Agreement shall be construed so as to give the Municipality or the Board the right to alter any policy of the O.P.P. or the Ministry. Nothing in this Agreement shall be construed so as to give the Municipality or the Board, the right to supercede or vary the duties and obligations of the Solicitor General pursuant to s. 3(2) of the *Police Services Act*, or of the Commissioner pursuant to s. 17 and s. 41 of the *Police Services Act*, and further, the rights of the Municipality and the Board pursuant to the Agreement are subject to the Municipality's obligations under s. 4 of the *Police Services Act*.

21

96

Detachment Commander Selection

24. The Detachment Commander shall be selected from a short-listed pool of candidates as determined by the OPP in accordance with its relevant provincial policies. Following the formulation of the short-list, a joint committee consisting of Board members and persons nominated by the Commissioner, shall select the successful candidate in accordance with the process set out in the OPP's provincial policies.

Notice

25. Any notice, statement, invoice or account to be delivered or given by any of the below listed groups to any other of them shall be delivered to such groups using the delivery methods as 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 fax or by email, it shall be deemed to be received on the date it was sent. Any group may change its contact information by giving notice provided herein:

(a) by mail to Ontario addressed to: The Solicitor General, 25 Grosvenor Street, 11th Floor, Toronto, Ontario, M7A 1Y6, or by fax to (416) 325-6067

(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, by fax to (705) 330-4191, or by email to opp.municipalpolicing@opp.ca

(c) by mail to the Municipality addressed to: The Mayor, Township of Adjala-Tosorontio, 7855 30 Sideroad Adjala, Alliston, Ontario, L9R 1V1, or by fax to (705) 434-5055 by mail to the Municipality addressed to: The Mayor, Township of Essa, 5786 Simcoe County Rd. 21, Utopia, Ontario, L0M 1T0, or by fax to (705) 424-2367

by mail to the Municipality addressed to: The Mayor, Town of New Tecumseth, 10 Wellington Street East, Alliston, Ontario, L9R 1A1, or by fax to (705) 435-2873

(d) by mail to the Board addressed to: The Nottawasaga Police Services Board, 10 Wellington Street East, Alliston, Ontario, L9R 1A1, or by fax to (705) 435-2873

22

9b

Commencement and Termination of Agreement

- 26. Notwithstanding the date upon which this Agreement is signed, the term of this Agreement shall commence on the 1st day of January 2024, and shall conclude on the earlier of (i) December 31, 2026 or (ii) the date that the *Community Safety and Policing Act, 2019* comes into force.
- 27. 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 police services under this contract to, and including the date of such termination and Ontario shall continue to be responsible to provide the services outlined in this Agreement.
- 28. Should the Municipality's designated responsibility to provide policing under the *Police Services Act* be changed, either by statute or government interpretation, the Municipality maintains its right upon being so informed to give written notice of its intention to terminate this Agreement forthwith.

Entire Agreement

- 29. 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 Deputy Solicitor General, Community Safety has personally signed this Agreement to be effective as of the date set out herein.

FOR ONTARIO

Deputy Solicitor General, Community Safety

FOR THE MUNICIPALITY

Township of Adjala-Tosorontio

Mayor

Chief Administrative Officer

Date signed by the Municipality _____

23

FOR THE MUNICIPALITY

Township of Essa

Mayor

Chief Administrative Officer

Date signed by the Municipality _____

FOR THE MUNICIPALITY

Town of New Tecumseth

Mayor

Chief Administrative Officer

Date signed by the Municipality _____

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96

SCHEDULE "A"
BY-LAWS OF THE MUNICIPAL COUNCIL

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SCHEDULE "B"
PROPOSAL FOR POLICE SERVICES

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9b



***The Township
of Adjala-Tosorontio,
Township of Essa and Town
of New Tecumseth
Contract Policing Proposal***

Prepared by: Sergeant Lisa Rotar
Ontario Provincial Police
Municipal Policing Bureau

Date: October 13, 2023

27

9b

Table of Contents

Executive Summary	3
Dedicated Enhancements	5
2024 Annual Billing Statement	7
OPP Contacts	10

DRAFT

28

9b

Executive Summary

The Ontario Provincial Police (OPP) has over 100 years of experience in providing effective community-based policing and protection throughout Ontario. The OPP has provided municipal police services under contract for over 70 years and currently maintains contracts with over 140 communities across Ontario.

The Township of Adjala-Tosorontio, Township of Essa and Town of New Tecumseth requested a contract proposal for OPP municipal policing. This proposal is based on the OPP Billing Model, with the Townships and Town paying an amount equal to the sum of its allocated portion of the OPP's total municipal policing Base and Calls for Service costs, as well as the costs for Overtime, Prisoner Transportation, Court Security, and Accommodation/Cleaning Services as applicable. Where a municipality chooses to receive police services from the OPP pursuant to a contract, the OPP will provide the level of police services required to provide adequate and effective policing, including providing the services set out in Regulation 3/99, Adequacy and Effectiveness of Police Services under the *Police Services Act*.

This proposal reflects the integrated policing concept, incorporating a police services contract for the Township of Adjala-Tosorontio, Township of Essa and Town of New Tecumseth with OPP highway patrol services and provincial responsibilities under one administration. The Nottawasaga OPP Detachment will remain as the Administration/Operations Centre. The resources will be deployed to the municipality from this facility.

The Nottawasaga OPP Detachment Commander will be responsible to oversee all aspects of service delivery. The detachment management including Staff Sergeant(s) and Sergeant / Platoon Leaders as applicable will provide assistance and supervision to members of the Nottawasaga Detachment.

It is the intent to maintain all existing community service programs and community policing committees, in consultation with the Nottawasaga Police Services Board.

Any new community service program considered may be implemented after consultation with the Township of Adjala-Tosorontio, Township of Essa and Town of New Tecumseth Council, the Nottawasaga Police Services Board and the Nottawasaga OPP Detachment Commander.

When a municipality chooses to receive police services from the OPP under contract, the OPP will ensure that the municipality receives adequate and effective police services in accordance with the *Police Services Act* and Regulations. The shared infrastructure of the OPP broadens local access to resources, expertise, solutions, training and management without duplicating services. The Township of Adjala-Tosorontio, Township of Essa and Town of New Tecumseth will continue to benefit as additional staff are readily available from within the Nottawasaga OPP Detachment as well as neighboring detachments and regions, should the need arise.

The Township of Adjala-Tosorontio, Township of Essa and Town of New Tecumseth will be required to maintain a Police Services Board, as mandated by Section 10 of the *Police Services Act* that will generally determine objectives and priorities for police services within the community, after consultation with the Detachment Commander. The Commissioner is committed to ensuring that the Detachment Commander of the Nottawasaga OPP Detachment responds appropriately to the Board's advice and priorities in a manner consistent with the Board's identified concerns, expectations and needs.

It is long-standing OPP policy and practice to be accountable to the communities we serve. The Commander of the Nottawasaga OPP Detachment, or designee, will report to the Police Services Board on a regular basis, as per the direction of the Board. The OPP is experienced in being

29

accountable to the municipalities we serve. With over 100 contracts currently in place and future contracts pending, there is great emphasis placed on OPP accountability to Police Services Boards.

The OPP is required to provide provincial level emergency response that can be mobilized in times of emergency, disaster or a specialized investigative need. The OPP meets such emergent needs, on an on-call, as-needed basis, by deploying small numbers of officers from multiple locations and assignments, both provincial and municipal. During such times, the OPP is responsible to ensure that appropriate resources remain in place to make certain the municipality receives adequate and effective police services in accordance with the *Police Services Act* and Regulations. The use of OPP officers in cases where there is a provincial obligation to respond will be accounted for as part of the billing model.

If the Township of Adjala-Tosorontio, Township of Essa and Town of New Tecumseth chooses to accept an OPP contract for its policing service, the Nottawasaga OPP Detachment Commander will assign resources, focusing on meeting the Township's unique policing needs.

Value for the Township of Adjala-Tosorontio, Township of Essa and Town of New Tecumseth:

- Assurance of adequacy and effectiveness of police services;
- Dedication to resolving community issues through local involvement and community policing committees;
- Availability of additional staffing support from neighbouring detachments, regional headquarters and general headquarters;
- Work with the Detachment Commander in determining the local policing priorities and objectives through the Nottawasaga Police Services Board; and
- Seamless access to comprehensive police services and infrastructure.

The estimated policing cost for 2024 associated to this proposal as presented in the Annual Billing Statement is **\$10,613,857**. It also includes the cost of enhancement(s) requested by the municipality. This amount is reflective of the most current cost estimates under the OPP Billing Model, exclusive of the year-end adjustments.

The year-end adjustment for the year 2022 totalling **\$126,702** is listed separately from the 2024 estimated cost, but forms part of the Grand Total Billing as shown near the bottom of the Annual Billing Statement.

Not included in this proposal are:

- The cost of maintaining the Police Services Board
- Any applicable revenues accruing to the municipality as a result of police activity

9b

Dedicated Enhancement Positions

Municipalities entering into a contract under Section 10 of the *Police Services Act* may choose to receive dedicated enhanced positions.

Municipalities will be billed for the cost of dedicated enhanced positions using actual salaries, wages, overtime and benefits and the latest approved municipal cost-recovery formula. Any additional unique costs associated with the dedicated enhanced positions will be detailed on the Annual Billing Statement and the municipality will be billed accordingly.

The service delivered by these positions will be tracked and reconciled on an annual basis.

Your contract enhancements are listed below:

FTE* Enhancements	Classification	Position Description
1.00	Detachment Administration Clerk (civilian)	Platoon Administration Support
1.00	Sergeant	Traffic and Court Programs
1.00	Sergeant	Community Mobilization and Engagement Unit
2.00	Constables	School Resource Officers
1.00	Constable	Traffic Officer

*1.0 Uniform 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. The availability factor for the billing year will be specified in the Annual Billing Statement for that year.

Notes to the “Dedicated Enhancement Positions”:

- **Dedicated Enhancement Reconciliation - Uniform Positions:**
 - Total hours of service provided by all dedicated enhancement positions will be reconciled annually.
 - It is currently estimated that each FTE will provide 1,381 hours of service per year in order to fulfill the requirements of their respective positions. If the total number of hours allotted by the availability factor set out in the Annual Billing Statement are not met, the total cost of all uniform dedicated enhancement positions will be reduced accordingly. Note the availability factor is subject to change from year to year.
 - Total hours of service for dedicated enhancement positions include hours of work performed in a municipality by all officers assigned to enhancement 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
 - hours calculated for billable calls for service by officers assigned to dedicated enhancement positions unless the officer's position is general law enforcement.
- **Dedicated Enhancement Reconciliation - Civilian Positions:**
 - Dedicated civilian enhancement positions will be reconciled annually based on the actual staffing of the position. For example, municipalities will receive a credit for periods when the position is vacant, excluding short-term vacancies such as sick time, vacation, statutory holiday, bereavement leave, etc.

9/16

OPP 2024 Annual Billing Statement
Adjala-Tosorontio/Essa/New Tecumseth Tp
Estimated costs for the period January 1 to December 31, 2024

		<u>Cost per Property \$</u>	<u>Total Cost \$</u>
Base Service	Property Counts		
	Household	28,305	
	Commercial and Industrial	747	
	Total Properties	<u>29,052</u>	
		165.59	4,810,619
Calls for Service			
	Total all municipalities	183,003,471	
	Municipal portion	2.2490%	141.67
			4,115,758
Overtime		14.94	433,918
Contract Enhancements		37.13	1,078,669
Prisoner Transportation	(per property cost)	1.12	32,538
Accommodation/Cleaning Services	(per property cost)	4.90	142,355
Total 2024 Estimated Cost		<u>365.34</u>	<u>10,613,857</u>
2022 Year-End Adjustment			126,702
Grand Total Billing for 2024			<u>10,740,558</u>
2024 Monthly Billing Amount			895,047

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OPP 2024 Estimated Contract Enhancement Cost Summary
Adjala-Tosorontio/Essa/New Tecumseth Tp
 Estimated cost for the period January 1 to December 31, 2024

9b

2023 Cost Recovery Formula

Salaries and Benefits

	Positions	\$/FTE	\$ Total
Uniform Members	Note 1		
Sergeant	2.00	127,275	254,551
Constable	3.00	108,173	324,518
Total Uniform Salaries	5.00		579,069
Statutory Holiday Payout		5,132	25,660
Shift Premiums		1,130	5,650
Uniform Benefits - Full-Time Salaries		32.44%	187,850
Total Uniform Salaries & Benefits			798,230
Detachment Civilian Members	Note 1		
Detachment Administrative Clerk	Full-time 1.00	68,433	68,433
Total Detachment Civilian Salaries	1.00		68,433
Civilian Benefits - Full-Time Salaries		33.98%	23,254
Total Detachment Civilian Salaries & Benefits			91,687
Support Costs - Salaries and Benefits			
Communication Operators		6,228	31,140
Prisoner Guards		1,996	9,980
Operational Support		6,080	30,400
RHQ Municipal Support		2,751	13,755
Telephone Support		141	705
Office Automation Support		875	4,375
Mobile and Portable Radio Support		282	1,410
Total Support Staff Salaries and Benefits Costs			91,765
Total Salaries & Benefits			981,682
Other Direct Operating Expenses			
Communication Centre		155	775
Operational Support		1,018	5,090
RHQ Municipal Support		212	1,060
Telephone		1,582	7,910
Mobile Radio Equipment Repairs & Maintenance		147	735
Office Automation - Uniform		3,019	15,095
Office Automation - Civilian		1,154	1,154
Vehicle Usage		9,975	49,875
Detachment Supplies & Equipment		548	2,740
Uniform & Equipment		2,305	11,525
Additional Municipally Leased Desktop Computer	Note 2	1,028	1,028
Total Other Direct Operating Expenses			96,987
Total 2024 Estimated Enhancement Cost			\$ 1,078,669
Total OPP-Policed Properties			29,052
Cost Per Property			\$ 37.13

34

9b

OPP 2024 Estimated Contract Enhancement Cost Summary

Adjala-Tosorontio/Essa/New Tecumseth Tp

Estimated cost for the period January 1 to December 31, 2024

Notes:

- 1) Salary rates are based on weighted average rates for municipal detachment staff by rank, level, and classification. The 2024 salaries are estimated with an effective overall general salary rate increase of 2.01% applied to the 2022 rates in the 2019 to 2022 OPPA Uniform and Civilian Collective Agreements, updated agreement negotiations are underway. The rate increase represents a 1% overall general salary rate increases applied for the 2023 and 2024 calendar years. The 2023 and 2024 salary costs will be reconciled based on rates set in applicable collective agreement settlements. The benefit rates are estimated based on the most recent rates set by the Treasury Board Secretariat, (2023-24). Statutory Holiday Payouts, Shift Premiums, and Benefit costs are subject to reconciliation. In 2024, 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 Detachment Administrative Clerk (DAC) positions from 2.0 FTEs to 1.0 FTE.
- 2) 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.
- 3) Costs are allocated to contract members based on property counts. See table below:

Municipality	Property Count	%	Enhancement cost
Adjala-Tosorontio Tp	4,230	14.56%	157,055
Essa Tp	7,869	27.09%	292,167
New Tecumseth T	16,953	58.35%	629,446
Total	29,052	100.00%	1,078,669

35

96

OPP Contacts

Please forward any questions or concerns to Inspector Steve Ridout, Detachment Commander, Nottawasaga Detachment, or Sergeant Lisa Rotar, Municipal Policing Specialist, Municipal Policing Bureau, OPP General Headquarters.

Inspector Steve Ridout (705) 434-1934

Sergeant Lisa Rotar (705) 238-9118

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36

THE CORPORATION OF THE TOWNSHIP OF ESSA

9c

BY-LAW 2023-67

Being a By-Law to appoint Emily Campbell as Deputy Treasurer for the Township of Essa.

WHEREAS Section 286(1) of the *Municipal Act*, 2001, provides that a municipality shall appoint a Treasurer who is responsible for handling all of the financial affairs of the municipality on behalf of and in the manner directed by the Council of the municipality; and

WHEREAS Section 286(2) of the *Municipal Act*, 2001, S.O. 2001, c. 25, as amended, provides that a municipality may appoint Deputy Treasurers who have all the powers and duties of the Treasurer under the *Municipal Act*, 2001 and any other Act; and

WHEREAS Section 1(2) of Ontario Regulation 386/12 made under the *Commissioners For Taking Affidavits Act* authorizes the Deputy Treasurer, by virtue of office, as a commissioner for taking affidavits in the geographic area established under the *Territorial Division Act*, 2002, as the Township of Essa; and

WHEREAS Emily Campbell commenced employment with the Township of Essa commencing on October 30, 2023, to perform all functions delegated to the position of Deputy Treasurer;

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

1. That Emily Campbell be appointed as Deputy Treasurer for the Corporation of the Township of Essa for the period during which she is employed by the municipality.
2. That such duties and responsibilities associated with this appointment be carried out as provided for within the respective job description.
3. That Council approve Emily Campbell as a person authorized as a Commissioner of Oaths for Taking Affidavits in the Township of Essa, by virtue of office.
4. That this By-law shall come into force and take effect immediately upon the passage by Council.

READ A FIRST, AND TAKEN AS READ A SECOND AND THIRD TIME AND FINALLY PASSED on this the 1st day of November, 2023.

Sandie Macdonald, Mayor

Lisa Lehr, Manager of Legislative Services

9d

THE CORPORATION OF THE TOWNSHIP OF ESSA

BY-LAW 2023-68

Being a By-law to authorize the Mayor and Clerk to enter into a Lease Agreement with Sports Impressions for use of the Pro Shop at the Angus Recreation Centre.

WHEREAS the Corporation of the Township of Essa is the owner of the Angus Recreation Centre, known municipally as 8529 County Road 10, Angus, at Concession 3, West Part Lot 29; and

WHEREAS the Township wishes to enter into a Lease Agreement with Sports Impressions for use of the Pro Shop located at the Angus Recreation Centre; and

WHEREAS Sports Impressions has agreed on lease terms for a period of five (5) months, commencing on the 1st day of November 2023, and continuing uninterrupted up to and including the 31st day of March 2024, and which will be reviewed prior to that date; and

WHEREAS the Council of the Corporation of the Township of Essa deems it desirable to authorize the Mayor and Clerk to sign a lease agreement with Sports Impressions at the Angus Recreation Centre for a three (3) season term;

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

1. THAT the Mayor and Clerk are hereby authorized to sign a Lease Agreement between the Corporation of the Township of Essa and **Sports Impressions** for the lease of the Angus Recreation Centre Pro Shop, attached hereto as Schedule "A" and forming part of this By-law.
2. THAT this By-law shall take force and effect upon passage hereof.

READ A FIRST AND TAKEN AS READ A SECOND AND THIRD TIME AND FINALLY PASSED on this the 1st day of November 2023.

Sandie Macdonald, Mayor

Lisa Lehr, Clerk

ad

LEASE AGREEMENT

THIS LEASE AGREEMENT, made on the _____ day of _____, 2023.

BETWEEN:

Sports Impressions
(Hereinafter called the "Tenant")
OF THE FIRST PART

-AND-

THE CORPORATION OF THE TOWNSHIP OF ESSA,
(Hereinafter called the "Landlord")
OF THE SECOND PART

WHEREAS the Township is the owner of the Angus Recreation Centre, in the Township of Essa, County of Simcoe; and

WHEREAS the Township is desirous of providing for the patrons of the Recreation Centre a place where the said patrons may have their skates sharpened;

WHEREAS the Tenant has submitted an offer to the Township for the operation of the Pro Shop in the Angus Recreation Centre, and whereas such offer has been accepted by the Township;

NOW THIS INDENTURE WITNESSETH that in consideration of the terms and conditions hereinafter set forth, the Township does grant unto the Tenant for the purpose hereinbefore set forth, the right to enter the Pro Shop in the Angus Recreation Centre and to use the equipment for the operation of a Pro Shop.

IN CONSIDERATION of the rents received and the covenants herein contained on the part of the Tenant, the Landlord does hereby lease unto the Tenant those certain premises known locally as the "Angus Pro Shop" and situated at 8529 County Rd 10, Angus, Township of Essa, in the County of Simcoe.

TERM

The term of this Lease Agreement shall be for a period of five (5) months commencing on the 1st day of November 2023 and continuing uninterrupted until the 31st day of March.

Six (6) Months 1st day of September 2024 and continuing uninterrupted until the 31st day of March.

Six (6) Months 1st day of September 2025 and continuing uninterrupted until the 31st day of March.

RENTAL RATE

The Tenant agrees to pay to the Landlord a monthly rental sum of **THREE HUNDRED AND FIFTY (\$350.00) DOLLARS PLUS HST** for a period of one season, running from November 1, 2023 to March 31, 2024 and **FOUR HUNDRED (400) DOLLARS PLUS HST** for the next two (2) seasons Running October 1st 2024 to March 31st 2025 and October 1st 2025 to March 31st 2026 made payable to the Township of Essa in advance of the first day of each and every month during the term of this Lease Agreement. The Tenant agrees to pay the rental sum to the Treasurer of the Landlord.

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The Tenant further agrees that the monthly instalments shall be in the hand of the Landlord's Treasurer by the end of the first day of each month regardless of whether this day of each month falls on a Saturday, Sunday or statutory holiday.

40

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The monthly rental fee shall be inclusive of all taxes and the tenant's share of the snow removal from the parking lot and sidewalks, but shall exclude telephone or communication expenses.

No increase in the rental rate shall be requested or imposed by the Landlord for the term of this Lease.

1. The Tenant shall operate the Pro Shop from the date the ice rentals begin, to be determined each year, up to and including the last day of ice rentals each year, to be determined annually. The times may vary slightly depending on when the first and last bookings occur.
2. The Tenant shall operate the Pro Shop for events/special occasions if requested (as above)
3. The Tenant shall comply with all Laws, Statutes, By-laws and Regulations of the municipality, the Province of Ontario and the Government of Canada which may be applicable to them, as well as those terms and conditions set out herein.
4. The Tenant shall keep the Pro Shop open for business for the minimum time periods set out below:
 - (a) 9:00 a.m. until 7:30 p.m. every Saturday, and 9:00 am – 8:30 pm every Sunday and Statutory or recognized holiday (excluding Christmas Day and New Years Day); between the months of October to March inclusive;
 - (b) 6:00 p.m. until 10:30 p.m. every Monday to Thursday between the months of October to March inclusive;
 - (c) 5:30 p.m. until 10:30 p.m. on every Friday between the months of October to March inclusive.
 - (d) Despite 4 (a) (b) and (c), the Tenant may alter said hours with the agreement of the Township.
5.
 - (a) The Tenant shall staff the Pro Shop with an adequate number of competent persons of an employable age so as to prevent any undue delay to patrons of the Arena.
 - (b) The Tenant will provide complete staff list and employee information to the Township.
6. All employees of the Tenant shall wear suitable attire when on duty at the Pro Shop.
7. The highest standards of cleanliness and hygiene shall be maintained by the Tenant and all employees of the Tenant at all times.
8. The Tenant shall ensure that all employees shall be trained in and comply with all of the terms and conditions of the *Occupational Health and Safety Act* and that any required safety clothing and equipment is provided. All employees shall also be provided with a copy of the Township's Health and Safety Policy, and the Tenant shall ensure that all employees wear the appropriate personal protective equipment, where applicable, and that each employee be advised of the existence of any potential or actual danger to the health and safety of the worker.
9. The Tenant and all employees of the Tenant shall make every effort to maintain the goodwill of patrons of the Pro Shop and of the Thornton Recreation Centre.

41

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10. All articles, services, goods and merchandise sold or provided under this Agreement shall be of good quality, and shall be sold by the Tenant at prices competitive to those charged in the immediate vicinity of the Recreation Centre.
11. The Tenant agrees, at the request of the Township, to forthwith terminate the employment of any employee whom the Township considers detrimental to the best interests of the said Recreation Centre or the public using it.
12. In the performance of this Agreement, the Tenant shall be an independent contractor and shall not be a servant or agent of the Township, and the personnel of the Tenant shall be the servants of the Tenant and not of the Township.
13. The Township hereby undertakes and agrees not to grant any other organization or individual the right to operate a Pro Shop selling similar lines of goods except:
 - (a) a function not related to "on ice" activities;
 - (b) a function in any other part of the Thornton Recreation Centre, in conjunction with an "on ice" activity will require the consent of the Tenant. When consent is not forthcoming, the Township reserves the right to a final decision in which the Tenant and other parties involved will be duly notified.
14. The Tenant, having inspected the building plans to be used for the Pro Shop and all equipment therein, as per Schedule "A" hereto attached, agrees to:
 - (a) Maintain such equipment and fixtures in good condition at their own expense including repairs where necessary, and upon the termination of this Agreement, the Tenant shall deliver such equipment and fixtures to the Township in good and substantial repair and condition and shall replace any of them or any part of them which has been lost, damaged or destroyed with appliances of similar design/age provided they are in good operating condition or in such situations where it has been determined that there is negligent use of such appliance(s) by the Lessee.
 - (b) Will sufficiently repair and maintain the building occupied under this Agreement, when, where and as often as need be, reasonable wear and tear, and damage by fire, lightning or tempest only excepted;
 - (c) Surrender and yield up to the Township the said Pro Shop and equipment in good and substantial repair and condition, at the expiration or earlier determination of this Agreement, reasonable wear and tear and damage by fire, lightning or tempest only excepted.
15. The Tenant shall obtain the written authorization of the Township prior to making any alterations or repairs whatsoever to the building to be used as the Pro Shop or the equipment therein belonging to the Township.
16. The Township shall provide adequate fire insurance for the building used as a Pro Shop and such of the equipment therein as is owned by the Township.
17. No flammable or explosive material such as oil, grease, gasoline, kerosene, paraffin, naphtha, dynamite or blasting powder or blasting caps, shall be stored or handled in the Pro Shop area.

42

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18. The Township may, in the case of damage by fire, lightning or tempest, which makes repair of such damage within thirty (30) days impossible, terminate this agreement and the Township shall refund to the Tenant that portion of the sum payable by the Tenant to the Township which would be attributable to that portion of the year from the date of such termination up to and including the First of November, 2023 and each party shall be released from further obligations hereunder;

This paragraph is, however, subject to the Tenant's compliance with paragraphs 1, 2 and 3 of this Agreement.

19. The Township shall be under no liability whatsoever to any person, firm or corporation for any damages or injury, including death, to any person or persons caused by or resulting from the operation of the Pro Shop by the Tenant, his servants or agents, and the Tenant shall, from time to time, and at all times hereafter, protect, indemnify and forever save and keep harmless the Township, and/or its officers, agents and servants, against any damage, penalty, fine, claim, judgment, costs, expense or charge suffered, imposed, assessed or incurred for any violation or breach of any law occasioned by any act, neglect or omission of the Tenant or his servants or agents.
20.
 - (a) The Township hereby undertakes and agrees not to grant any other organization or individual the right to operate a concession selling similar lines of goods.
 - (b) Despite Section 20 (a), the Township reserves the right to allow the sale of such items, when said sale is not related to "on ice" activities.
21. The Tenant shall provide, prior to execution of this Agreement to the Township, proof of liability insurance covering personal liability and property damage in a minimum amount of One Million Dollars (\$1,000,000.00). The said insurance must be with an insurer satisfactory to the Township, and the policy shall show loss payable to the Corporation of the Township of Essa and Tenant jointly.
22. The Agreement between the parties being a personal Agreement, this Agreement shall not be assigned or subcontracted and in the event of the death or bankruptcy of the Tenant prior to the expiration of the terms of this Agreement, this Agreement shall become null and void and all lands and premises shall be delivered up to the Township and any amount paid or payable by the Tenant shall be apportioned to the date of death or bankruptcy.
23. The Township shall be responsible for all utilities used in connection with the operation.
24. Any authorized agent or servant of the Township shall have the right at any reasonable time to enter and inspect the lands and premises occupied under this Agreement.
25. The Tenant and their employees shall promptly deliver all articles found in the Arena to the Arena office.
26. All notices and orders given to the Tenant may be served by mailing the same to the Tenant at the address herein set out, or by delivering a copy to the Tenant personally or by leaving it at their place of business in the Arena, or by posting the same in a conspicuous place upon the outside of the building occupied by the Tenant under this Agreement. If such notice be served by mailing, the service is deemed affected two (2) days following said mailing.

43

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WITNESS the Corporate Seal of the Corporation of the Township of Essa duly attested under the hands of its proper signing officers authorized in that behalf.

FOR THE CORPORATION OF THE TOWNSHIP OF ESSA

Dated this _____ day of _____ 2019.

Sandie Macdonald, Mayor

Lisa Lehr, Clerk

WITNESS the hand and seal of the Tenant of the Second Part.

Witness

Rob Panetta-(sports Impressions)

(If a Corporation, I have the authority to bind the Corporation)

44

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SCHEDULE "A"
PRO SHOP LEASE AGREEMENT
LIST OF EQUIPMENT
ANGUS RECREATION CENTRE

The following equipment is supplied by the Township of Essa and is in good working order at the time of execution of this document. The Township shall be under no obligation whatsoever to repair or replace the following equipment in the event that it breaks down.

1. Fire Extinguishers – Township will maintain

45

THE CORPORATION OF THE TOWNSHIP OF ESSA

BY-LAW 2023 - 69

Being a By-law to confirm the proceedings of the Council meeting held on the 1st day of November, 2023.

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 1st day of November, 2023 and, in respect of each recommendation contained in the Regular Council meeting held on the 18th day of October, 2023, and the Committee of the Whole meeting held on the 18th day of October, 2023, and, in respect of each motion, resolution and other action passed and taken by Council at the said meetings, is, except where prior approval of the Ontario Municipal Board is required, hereby adopted, ratified and confirmed.

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

READ A FIRST, AND TAKEN AS READ A SECOND AND THIRD TIME AND
FINALLY PASSED on this the 1st day of November, 2023.

Sandie Macdonald, Mayor

Lisa Lehr, Manager of Legislative Services