

THE CORPORATION OF THE TOWNSHIP OF PUSLINCH 2015 COUNCIL MEETING

A G E N D A

DATE: Wednesday, December 16, 2015

CLOSED MEETING: 6:30 P.M.

REGULAR MEETING: 7:00 P.M.

Denotes resolution prepared

1. Call the Meeting to Order
2. Disclosure of Pecuniary Interest & the General Nature Thereof.
3. Adoption and Receipt of Minutes of the Previous Meeting. #

(a) Council Meeting – December 2, 2015

(b) Closed Council Meeting –December 2, 2015

4. Business Arising Out of the Minutes.

5. **PUBLIC MEETINGS**

1. **Community Based Strategic Plan**

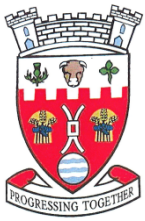
***note this Public Meeting will be held on Thursday, January 14, 2016 at 7:00 p.m. at the Puslinch Community Centre , 23 Brock Road South**

(a) Notice of Public Meeting

2. **2016 Proposed Budget**

***note this Public Meeting will be held on Thursday, January 21, 2016 at 7:00 p.m. at the Municipal Complex– 7404 Wellington Rd. 34, Guelph**

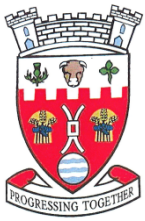
(a) Notice of Public Meeting



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6. **COMMUNICATIONS**

1. **Warren Bitulitic Limited – The Warren Paving & Materials Group Limited
a Subdivision of Lafarge Canada Inc.
McMillan Pit – Licence No. 10671
Part Lot 23, Concession 1**
 - (a) Correspondence from Lafarge Canada Inc. regarding 2015 Compliance Assessment Reports regarding McMillan Licence No. 10671 dated November 10, 2015.
 - (b) 2015 Licensees Compliance Assessment Report.
2. **St. Mary's Cement Inc. (Canada)
Licence #48576 – Tikal Pit
Victoria Rd.**
 - (a) Correspondence from Ministry of Natural Resources and Forestry regarding Surrender of Licence under the Aggregate Resources Act, St. Mary's Cement Inc. (Canada) Licence #48576, Southwest Half Lot 21, Concession 9, Township of Puslinch, County of Wellington dated November 23, 2015.
3. **CBM Puslinch Pit - Licence # 17600 (4313 Sideroad 25 S)
Neubauer Pit Licence No. 625284 (7203 Concession 2)**
 - (a) Correspondence from the Grand River Conservation Authority regarding CBM Puslinch Pit and Neubauer Pit – Monitoring Well MP7 Decommissioning, Part Lots 26 & 27, Concession 1, Township of Puslinch dated November 23, 2015.
4. **Requests to Waive/Reduce Fees ≠**
 - (a) Correspondence from Ms. Rochelle Barber and Ms. Lee-Ann Prickett regarding request to waive fees for a fundraising event to be held at the Puslinch Community Centre on Friday, January 29, 2016.
 - (b) Correspondence from Mr. Jamie Skeoch, Principal Aberfoyle Public School regarding Aberfoyle Public School request to reduce fees for use of the ice rink at the Optimist Recreation Centre dated November 27, 2015.



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5. Intergovernmental Affairs ≠

(a) Various correspondence for review.

7. DELEGATIONS / PRESENTATIONS

1. **7:05 p.m.** Ms. Lee-Ann Prickett, regarding fundraising event to be held at Puslinch Community Centre on Friday, January 29, 2016. ***See Agenda Item 8.4(a). ≠**
2. **7:20 p.m.** Mr. David Roy, regarding speed limit reduction request on Puslinch Concession 4 between Side road 20 and Wellington County Road 35. ***See Agenda Item 8.5(a) ≠**

8. REPORTS

1. Puslinch Fire and Rescue Services

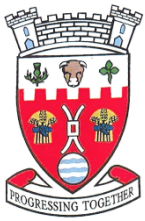
None.

2. Finance Department

- (a) Report FIN-2015-038 – Annual Indexing of Development Charges ≠

3. Administration Department

- (a) Report ADM-2015-022– Agreement with County of Wellington – Lease of Library Space – Puslinch Historical Society. ≠
- (b) Report ADM-2015-023 – Automatic Aid Agreement with the Corporation of the City of Cambridge – Fire and Emergency Services Agreement – Puslinch Fire and Rescue Services. ≠
- (c) Report ADM-2015-024 - Public Sector and MPP Accountability and Transparency Act Update. ≠
- (d) Report ADM-2015-025 - Modified Work Program and Workplace Accommodations. ***to be provided under separate cover on Monday, December 14, 2015. ≠**



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- (e) Report ADM-2015-026 – Mission Statement Considerations ≠
- (f) Council appointments to the Planning and Development Advisory Committee and Committee of Adjustments. ≠
- (g) Confirmation re: 2016 Council meeting dates.

4. Planning and Building

- (a) Chief Building Official Report – November 2015. ≠
- (b) Report PD-2015-029 – Site Plan Agreement - 2120826 Ontario Ltd – property described as Concession 7, Rear Part Lot 20, municipally known as 20 Brock Road N. ≠

5. Roads & Parks Department

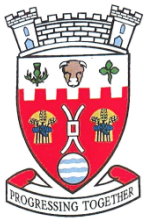
- (a) Report PW-2015-006– Request for Speed Limit Reduction - **note this matter was deferred from the December 2nd Agenda.** ≠

6. Recreation Department

- (a) Report REC-2015-011 - Calvary Baptist Church and Puslinch Minor Soccer Club Agreement ≠

7. Mayor's Updates

- (a) County of Wellington – 2016-2020 – Five Year Budget Plan presentation to Wellington County Council – November 19, 2015
- (b) County of Wellington Solid Waste Services Committee Report – Mobile Household Hazardous Waste Services dated September 8, 2015
- (c) County of Wellington Solid Waste Services Committee Report – SWS Strategy Discussion Paper dated November 10, 2015.



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9. **NOTICES OF MOTION**

None.

10. **COMMITTEE MINUTES** ≠

- (a) Planning and Development Advisory Committee – November 3, 2015
- (b) Committee of Adjustment - November 3, 2015
- (c) Committee of Adjustment – November 10, 2015

11. **MUNICIPAL ANNOUNCEMENTS**

12. **UNFINISHED BUSINESS**

13. **CLOSED ITEMS** ≠

- (a) Confidential Verbal Report from Karen Landry, CAO/Clerk regarding litigation or potential litigation, including matters before administrative tribunals affecting the municipality or local board – Insurance Matters.

14. **BY-LAWS** ≠

- (a) A by-law to authorize the Mayor and Clerk to execute an Agreement with Andrea Stacia Clarke. – **Resolution No. 2015-474**
- (b) A by-law to authorize the Mayor and Clerk to execute an Amending Site Plan Agreement with 2354084 Ontario Limited and repeal By-Law Nos. 58/13 and 10/14 (Mammoet) – **Resolution No. 2015-475**
- (c) A by-law to authorize the Mayor and Clerk to execute a renewal of the Lease Agreement with the County of Wellington to lease library space for the Puslinch Historical Society for the term of December 31, 2015 to December 31, 2017. – **Item 8(3)(a)**
- (d) A by-law to authorize the Mayor and Clerk to execute an Automatic Aid Agreement with the Corporation of the City of Cambridge – Fire and Emergency Services Agreement – Puslinch Fire and Rescue Services for the term of January 1, 2016 to December 31, 2016. – **Item 8(3)(b)**



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- (e) A by-law to authorize the Mayor and Clerk to execute a Site Plan Agreement with 2120826 Ontario Ltd. (Ren's) – **Item 8(4)(b)**

15. **CONFIRMING BY-LAW ≠**

- (a) By-law to confirm the proceedings of Council for the Corporation of the Township of Puslinch.

16. **ADJOURNMENT ≠**



MINUTES

DATE: Wednesday, December 2, 2015

TIME: 12:00 noon

The December 2, 2015 Regular Council Meeting was held on the above date and called to order at 12:00 noon in the Council Chambers, Aberfoyle.

1. ATTENDANCE:

Mayor Dennis Lever
Councillor Matthew Bulmer
Councillor Susan Fielding
Councillor Ken Roth
Councillor Wayne Stokley

STAFF IN ATTENDANCE:

1. Donna Tremblay, Deputy Clerk
2. Karen Landry, CAO/Clerk
3. Paul Creamer, Director of Finance/Treasurer
4. Robert Kelly, Chief Building Official
5. Steve Goode, Fire Chief

OTHERS IN ATTENDANCE

1. Karen Lever
2. Kathy White
3. Doug Smith
4. Joe Filippelli
5. William Knetsch
6. Meghan Yzerman

Resolution No. 2015-464: Moved by Councillor Bulmer and
Seconded by Councillor Roth

That Council hereby waives the procedural by-law to allow and consider a matter after the preparation of the agenda regarding a matter which is time sensitive – Syrian Refugee Assistance.

CARRIED

2. DISCLOSURE OF PECUNIARY INTEREST & THE GENERAL NATURE THEREOF:

None.

3. ADOPTION OF THE MINUTES:

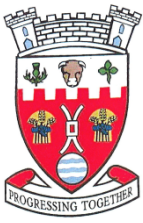
- (a) Council Meeting –November 18, 2015
- (b) Closed Council Meeting – November 18, 2015

Resolution No. 2015-465: Moved by Councillor Roth and
Seconded by Councillor Bulmer

That the minutes of the following meetings be adopted as written and distributed:

- (a) Council Meeting – November 18, 2015, as amended.
- (b) Closed Council Meeting – November 18, 2015

CARRIED



4. **BUSINESS ARISING OUT OF THE MINUTES:**

None.

5. **PUBLIC MEETINGS:**

None.

6. **COMMUNICATIONS:**

1. **Mill Creek Pit, Licence No. 5738
7115 Concession 2**

- (a) Correspondence from Dufferin Aggregates regarding Monthly Monitoring Report, Mill Creek Pit, License No. 5738, Township of Puslinch, Wellington County (October 2015) dated November 12, 2015.

Mr. Stan Denhoed, Harden Environmental Services Ltd. has reviewed the report and advised that there are no exceedences and has no comments.

- (b) Correspondence from CRH Canada Group Inc. regarding Notification of Application for a Major Site Plan Amendment – Dufferin Aggregates – Mill Creek Pit dated October 19, 2015.

2. **Townline Road**

- (a) Correspondence from Roger Will regarding Townline Road dated November 10, 2015.

3. **Wellington County Population, Household and Employment Forecast Update, 2011-2041**

- (a) Correspondence from the County of Wellington Planning and Development Department regarding Wellington County Population, Household and Employment Forecast Update, 2011-2041 dated November 16, 2015.

4. **Request to Waive Fees**

- (a) Correspondence from Optimist Club of Puslinch regarding request to waive fees with respect to Family Day Weekend events, February 13, 14 and 15, 2016.

Resolution No. 2015-466: Moved by Councillor Stokley and
Seconded by Councillor Fielding

That Council receive the correspondence from the Optimist Club of Puslinch Inc. regarding the request for use of the facilities and to waive fees for the 2016 Family Day weekend (February 13, 14, 15, 2016) dated November 18, 2015; and

That Council authorize the following:

- the use of the rink pad and community centre on Saturday, February 13th and Sunday, February 14, 2016; and
- the use of the rink pad, gymnasium, community center, ball diamond and community centre parklands on Monday, February 15, 2016.

That the Optimist provide insurance in the amount of 5 million naming the Township as an additional insured; and



That the Optimist Club assume the costs for the part-time staff on Saturday, February 13th and Sunday, February 14th and bartenders;

That Council waive the fees associated with the rental of the rink pad and Puslinch Community Centre at the cost of \$4,797.98 inclusive of HST for Saturday, February 13th and Sunday, February 14th, 2016; and

That Council waive the fees associated with the rental of the rink pad, gymnasium, community centre, ball diamond and parklands at a cost of \$1,486.74 inclusive of HST for Monday, February 15, 2016; and

That staff advise the Puslinch Optimist Club that the fees have been waived.

CARRIED

- (b) Correspondence from 2016 Sharing Experiences Workshop Organizing Committee regarding request to waive fees for a workshop to be held at the Puslinch Community Centre on Saturday, March 5, 2016.

Resolution No. 2015-467: Moved by Councillor Roth and
Seconded by Councillor Stokley

That Council authorize a 40% reduction of the rental fees for the 2016 Sharing Experiences Workshop to be held at the Puslinch Community Centre on Saturday, March 5, 2016.

CARRIED

Resolution No. 2015-468 Moved by Councillor Fielding and
Seconded by Councillor Stokley

That Council receive the correspondence from 2016 Sharing Experiences Workshop Organizing Committee regarding request to waive fees for a workshop to be held at the Puslinch Community Centre on Saturday, March 5, 2016; and

That Council authorize the use of the Alf Hales and Archie MacRobbie Hall at the Puslinch Community Centre for the 2016 Sharing Experiences Workshop to be held at the Puslinch Community Centre on Saturday, March 5, 2016; and

That Council authorize a 40% reduction of the rental fees at the cost of \$513.04 inclusive of HST for Saturday, March 5, 2016; and

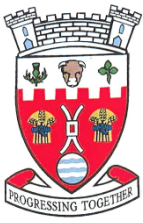
That staff advise the 2016 Sharing Experiences Workshop Organizing Committee that the fees have been reduced.

CARRIED

#5. Intergovernmental Affairs

- (a) Various correspondence for review.

IG# 2 - Mayor Lever advised that he will be reaching out to Aberfoyle Public School to see if arrangements can be made for 2016 Local Government Week.



Resolution No. 2015-469: Moved by Councillor Bulmer and
Seconded by Councillor Roth

That the correspondence items listed on the Council Agenda for December 2, 2015 Council meeting be received.

CARRIED

7. DELEGATIONS/PRESENTATIONS

1. Mr. Joe Filippelli, Senior Manager, Advisory Services, BDO Canada LLP regarding Township of Puslinch Fleet Management Analysis.

Mr. Filippelli provided Council with a summary of the BDO Canada LLP Township of Puslinch Fleet Management Analysis.

Resolution No. 2015-470: Moved by Councillor Roth and
Seconded by Councillor Bulmer

That Council receive the delegation from Mr. Joe Filippelli, Senior Manager, Advisory Services, BDO Canada LLP regarding Township of Puslinch Fleet Management Analysis.

CARRIED

2. Mr. William Knetsch regarding Syrian Refugee Assistance.

Mr. Knetsch made a presentation to Council with respect to local efforts to supply Syrian Refugee Assistance

Council thanked Mr. Knetsch for his presentation.

Resolution No. 2015-471: Moved by Councillor Roth and
Seconded by Councillor Bulmer

That Council receive the delegation from William Knetsch regarding Syrian Refugee Assistance.

CARRIED

8. REPORTS:

1. **Puslinch Fire and Rescue Services**

None.

2. **Finance Department**

(a) Report FIN-2015-037– Fleet Management.

Resolution No. 2015-472: Moved by Councillor Bulmer and
Seconded by Councillor Roth

That Report FIN-2015-037 regarding the Fleet Management Study be received.

CARRIED



3. Administration Department

- (a) Report ADM-2015-021– Aggregate Resources Act Review – Blueprint for Change – County Report PD2015-37.

Council discussed additions to those recommendations contained in Report ADM-2015-021 as follows:

Additional Studies

We support new provisions that would enable the MNRF to require additional studies, information and updated site plans for existing aggregate sites and would request that this be clarified to ensure that the local municipality will be notified and consulted as part of this new process.

Standardizing Tonnage Conditions

As tonnage conditions control the amount of material that can be removed from an aggregate site and directly relate to offsite noise and traffic impacts, we support this clarification. However, we remain concerned that an operation can be licensed for a significantly larger tonnage limit than was proposed or relied upon during the planning approval process. 2.4 Increasing tonnage through an amendment must require municipal consultation. This is a “significant” amendment.

Updates to site plan information requirements

We support the introduction of establishing a maximum disturbed area requirement for site plans, provided that this is a fixed amount that a municipality could rely on rather than a variable that could be amended by the applicant once zoning has been approved.

New requirements for requests to lower extraction depth below the water table.

The change to require a new application to extend extraction below the water table on a site currently approved for above water table extraction will provide the public with greater clarity during the initial licensing process. However, an applicant could receive zoning based on plans for an above water table operation and go on to be licensed for a below water table extraction operation without a new planning application and this could lead to the requirement for other municipal control like vertical zoning. We would request a new planning application be required as well.

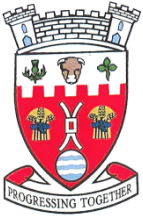
Establish new rules and maximums for the extraction of aggregates from private land for a personal use.

Considering the purpose of this non licensed use is to provide for the use of the extracted material on the property where it has been extracted, and that material is required to remain on the site, we would support the use of screening equipment on the site. This would enhance the usability of the product extracted and reduce the need to import additional materials.

Streamlining and changing the frequency of self-compliance reports.

It is proposed to change the frequency of self-compliance reports from annual to every two years for Class A licenses and every three years for Class B licenses. We would support this change provided that a compliance report would be required if either of the following occurs:

- the operation has progressed into a new phase of extraction since the last compliance report was submitted



- extraction has resumed on a licensed property that has been idle since the last compliance report was submitted.

Disconnect between Licensing and Zoning

The Blueprint for change contains several recommendations that we support such as clarification of tonnage limits, establishing a prescribed maximum disturbed area and the requirement for existing above water table operations to submit a new application to extend their operation below the water table. While we recognize that these enhancements will strengthen the licensing process, the proposed changes do not address the disconnect between the planning process and the licensing process. Typically, the local municipality will rely on a specific license application or a specific set of site plans during the planning process in order to assess the potential impacts of the proposed operation. In particular the off site impacts such as traffic, noise, dust and the potential effects on local groundwater. These impacts relate directly to the operational characteristics of the site.

However, neither the current nor proposed framework provide for a process to ensure that the site plans and proposed license that was considered as part of the planning process is similar to the operation ultimately licensed by the MNR&F. To address this issue we would propose that the ARA and Provincial Standards be updated to provide for a class of prescribed conditions that reflect the operational characteristics that the zoning approval relied upon. These conditions would be identified on the site plans as municipally significant and would require municipal support to amend.

In addition to the above, it is recommended that the Ministry of Natural Resources and Forestry work with the Ministry of Municipal Affairs and Housing to remove the characterization of aggregate extraction as an interim land use in the Provincial Policy Statement unless the province is considering the introduction of expiry dates for both aggregate licences and zoning approvals.

Financial Implications

The Township supports TAPMO's position regarding changes to the municipal portion of the annual fees.

Resolution No. 2015-473: Moved by Councillor Stokley and
Seconded by Councillor Fielding

That Report ADM-2015-021 regarding Aggregate Resources Act Review – Blueprint for Change – County Report PD2015-37 be received; and

That the County be advised that the Township supports the recommendations outlined in County Report PD2015-37 in addition to the recommendations contained in Report ADM-2015-021, as amended; and

That the Township submit its comments to the Province prior to December 15, 2015.

CARRIED

4. Planning and Building Department

- (a) Report PD-2015-027 – Agreement with Andrea Stacia Clarke – Part Lot 20, Concession 9

Resolution No. 2015-474: Moved by Councillor Fielding and
Seconded by Councillor Stokley



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That Report PD-2015-027 regarding the Agreement with Andrea Stacia Clarke – Part Lot 20, Concession 9, municipally known as 7632 Wellington Road 34, be received; and

That Council enact a By-law to authorize the entering into of an Agreement with Andrea Stacia Clarke.

CARRIED

(b) Report PD-2015-028 – Site Plan Agreement – 2354084 Ontario Limited - Property described as Puslinch Concession 8, Part lot 25, Parts 1, 2, 3 and 4, RP 61R-11888. (Mammoet)

Resolution No. 2015-475: Moved by Councillor Stokley and
Seconded by Councillor Fielding

That Report PD-2015-028 regarding Site Plan Agreement – 2354084 Ontario Limited – Part Lot 25, Concession 8, Parts 1, 2, 3 and 4, RP 61R-11888 (Mammoet) be received; and

That Council pass a By-law to authorize the entering into of an amending Site Plan Agreement with 2354084 Ontario Limited as outlined in Report PD-2015-028; and

That Council approves the release of the securities in the amount of \$231,582.35 upon:

- registration of the amending agreement; and
- conveyance of the existing .3 m reserve as described as Parts 2 and 4 on Reference Plan 61R-11888 in accordance with Schedule D of the Site Plan Agreement
- receipt of confirmation from the Finance Department that all invoices related to the administration of the agreement and amendments thereto have been paid.

CARRIED

5. Roads & Parks Department

(a) Report PW-2015-006– Request for Speed Limit Reduction

Councillor Bulmer noted that the speed spy results were obtained during the weekdays of Sunday, Monday and Tuesday, and resident's concerns expressed in their correspondence were with respect to traffic volumes on Wednesdays, Fridays and Saturdays and inquired of staff as to whether the data collected from the speed spy would change the results of the TAC Calculations.

Karen Landry, CAO/Clerk advised that staff was not in attendance to provide comments to the contents of the report.

Resolution No. 2015-476: Moved by Councillor Roth and
Seconded by Councillor Bulmer

That Report PW-2015-006 be deferred to the December 18, 2015 Council meeting.

CARRIED.



6. Recreation Department

- (a) Report REC-2015-010 – 2016 Shinny/Sticks and Pucks and Holiday Ice Skating – Optimist Recreation Centre

Resolution No. 2015-477: Moved by Councillor Fielding and
Seconded by Councillor Stokley

That Report REC-2015-010 regarding 2016 shinny hockey and sticks and pucks at Optimist Recreation Centre be received.

CARRIED

7. Mayor's Updates

None.

9. NOTICE OF MOTION:

None.

10. COMMITTEE MINUTES

- (a) Puslinch Heritage Committee – July 27, 2015

Resolution No. 2015-478: Moved by Councillor Bulmer and
Seconded by Councillor Roth

That Council hereby receives the following minutes as information:

- (a) Puslinch Heritage Committee – July 27, 2015.

CARRIED

11. MUNICIPAL ANNOUNCEMENTS

Government Delegation Requests – Ontario Good Roads and ROMA Conference

Councillor Fielding suggested that the Township request delegations with the Minister of Transportation, Minister of Finance and Premier of Ontario with respect to the Highway 6 By-Pass project.

Mayor Lever requested that delegation requests be prepared for the suggested Ministries and that copies of the delegations be provided to Wellington Halton Hills MPP, Ted Arnott and other members of Puslinch Council for their information.

Parks Master Plan

Councillor Bulmer advised that he was encouraged by the large turnout and the amount of thoughtful discussions from the various participants who attended the Parks Master Plan held at the Optimist Recreation Centre on Thursday, November 26, 2015.

Staff and Volunteer Appreciation Night

Councillor Stokley and Mayor Lever thanked the organizing committee for an outstanding job at the Staff and Volunteer Appreciation Night held at the Puslinch Community Centre on Friday, November 27, 2015.



Pickleball

Councillor Stokley advised those in attendance that the open house for pickleball held on November 30 and December 2nd at the Optimist Recreation Centre was well attended and an additional day will be held on December 4th. Councillor Stokley invited those in attendance to come and give pickleball a try.

AMO Conference

Mayor Lever advised that he attended the AMO 2015 Ontario West Municipal Conference in London on November 20, 2015. Mayor Lever advised that at the conference he attended a session on Rural Renaissance – Creative Practices in Rural Communities and a presentation from MPAC regarding an update on MPAC activities including the Notice roll out, assessment growth and service level agreements.

Cambridge East Corridor Public Meeting

Mayor Lever advised that he has received notification that the City of Cambridge will be holding a Public meeting on December 9, 2015 from 5:00 to 8:00 p.m. at the Cambridge Golf Club.

12. UNFINISHED BUSINESS

None.

13. CLOSED MEETING

Council was in closed session from 12:02 p.m. to 12:49 p.m.

Council recessed from 12:50 p.m. to 1:00 p.m.

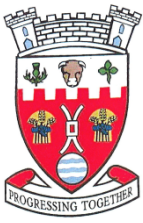
- (a) Confidential verbal report from Karen Landry, CAO/Clerk regarding litigation or potential litigation, including matters before administrative tribunals affecting the municipality or local board and advice that is subject to Solicitor-Client privilege, including communications necessary for that purpose – Reid – 7827 Wellington Rd. 36.
- (b) Confidential Report from Council regarding personal matters about an identifiable individual including municipal or local board employees – Chief Administrative Officer Performance Review.
- (c) Confidential Verbal report regarding personal matters about an identifiable individual including municipal or local board employees – Citizen Appointments to Committees

Resolution No. 2015-479:

Moved by Councillor Stokley and
Seconded by Councillor Roth

That Council shall go into closed session under Section 239 of the Municipal Act for the purpose of:

- (a) Confidential verbal report from Karen Landry, CAO/Clerk regarding litigation or potential litigation, including matters before administrative tribunals affecting the municipality or local board and advice that is subject to Solicitor-Client privilege, including communications necessary for that purpose – Reid – 7827 Wellington Rd. 36.
- (b) Confidential Report from Council regarding personal matters about an identifiable individual including municipal or local board employees – Chief Administrative Officer Performance Review.



- (c) Confidential Verbal report regarding personal matters about an identifiable individual including municipal or local board employees – Citizen Appointments to Committees.

CARRIED

Resolution No. 2015-480

Moved by Councillor Roth and
Seconded by Councillor Stokley

That Council move into open session.

CARRIED

- (a) Confidential verbal report from Karen Landry, CAO/Clerk regarding litigation or potential litigation, including matters before administrative tribunals affecting the municipality or local board and advice that is subject to Solicitor-Client privilege, including communications necessary for that purpose – Reid – 7827 Wellington Rd. 36.

Resolution No. 2015-481

Moved by Councillor Stokley and
Seconded by Councillor Fielding

That Council receive the Confidential verbal report from Karen Landry, CAO/Clerk regarding litigation or potential litigation, including matters before administrative tribunals affecting the municipality or local board and advice that is subject to Solicitor-Client privilege, including communications necessary for that purpose – Reid – 7827 Wellington Rd. 36.; and

That Staff proceed as directed.

CARRIED

- (b) Confidential Report from Council regarding personal matters about an identifiable individual including municipal or local board employees – Chief Administrative Officer Performance Review.

Resolution No. 2015-482: Moved by Councillor Fielding and
Seconded by Councillor Stokley

That the Confidential Report from Council regarding personal matters about an identifiable individual including municipal or local board employees – Chief Administrative Officer Performance Review be received.

CARRIED

- (c) Confidential Verbal report regarding personal matters about an identifiable individual including municipal or local board employees – Citizen Appointments to Committees.

Resolution No. 2015-483: Moved by Councillor Stokley and
Seconded by Councillor Fielding

That Council receive the Confidential Verbal report regarding personal matters about an identifiable individual including municipal or local board employees – Citizen Appointments to Committees.

CARRIED



14. BY-LAWS:

- (a) A by-law to amend By-Law 62/15 to appoint a Risk Management Official and Risk Management Inspector and alternates for the Corporation of the Township of Puslinch.
- (b) A by-law to appoint members to the Planning Development and Advisory Committee - Committee of Adjustments and amend By-Law 09/15.

Council inquired as to the term of the appointment of a member of Council to the Committee.

Karen Landry CAO/Clerk advised that in reviewing the terms of reference, the appointment of a member Council is to be for a one year term, and the non-members of Council for a term of Council.

Ms. Landry recommended that Council approve the passing of the by-law and that staff would make the appropriate amendments to the By-law and Council would consider a Council appointment to the Committee at their next meeting of Council.

- (c) A by-law to appoint members to the Puslinch Recreation Committee and amend By-Law 10/15.

Resolution 2015-484: Moved by Councillor Roth and
Seconded by Councillor Bulmer

That the following By-law be taken as read three times and finally passed in open Council:

- (a) By-law **67/15** being a by-law to amend By-Law 62/15 to appoint a Risk Management Official and Risk Management Inspector and alternates for the Corporation of the Township of Puslinch.
- (b) By-law **68/15** being a by-law to appoint members to the Planning Development and Advisory Committee - Committee of Adjustments and amend By-Law 09/15.
- (c) By-law **69/15** being a by-law to appoint members to the Puslinch Recreation Committee and amend By-Law 10/15.

CARRIED

15. CONFIRMING BY-LAW

- (a) By-Law to confirm the proceedings of Council for the Corporation of the Township of Puslinch

Resolution 2015-485: Moved by Councillor Bulmer and
Seconded by Councillor Roth

That the following By-law be taken as read three times and finally passed in open Council:

- (a) By-Law 70/15 being a by-law to confirm the proceedings of Council for the Corporation of the Township of Puslinch at its meeting held on the 2nd day of December, 2015.

CARRIED



16. **ADJOURNMENT:**

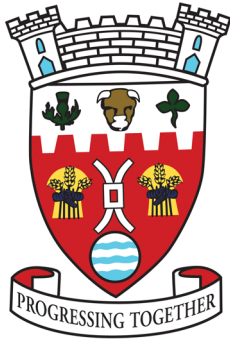
Resolution No. 2015-486: Moved by Councillor Roth and
Seconded by Councillor Bulmer

That Council hereby adjourns at 2:41 p.m.

CARRIED

Dennis Lever, Mayor

Karen Landry, CAO Clerk



You are invited to participate in
A Public Open House

to develop

**A “shared vision” for the
Community Based Strategic Plan (CBSP)
for The Township of Puslinch**

WHAT TO EXPECT: **The Township of Puslinch** invites you to participate in a Public Open House to develop a “shared vision” for our first Community Based Strategic Plan.

Since we received your input from our public consultations on September 9 & 10, Dr. John Whitesell has worked with Council members and senior staff to identify the Mission and the Strategic Priorities for the Township. The Community Improvement Plan, Master Fire Plan and the Parks & Recreation Plan are being approved and integrated into the CBSP this fall/winter. Now, it's time to develop a “shared vision” for Puslinch and we need your involvement.

The 90-minute consultation session will start with a presentation by John to update you on our progress with the CBSP and why a “shared vision” is so important. The remainder of the evening will resemble a workshop with plenty of interaction and stimulating discussions. We are expecting a large turnout for this event and that is why we will be meeting at the Puslinch Community Centre.

Your participation is a key element in the development of the “shared vision” for the Community Based Strategic Plan and we are looking forward to seeing you!

DATE | TIME:

Thursday January 14, 2016 — 7:00 pm - 8:30 pm

LOCATION:

Puslinch Community Centre
Township of Puslinch
Brock Road South
Puslinch, ON N0B 2C0
519-763-1226 ext. 214





THE CORPORATION OF THE TOWNSHIP OF PUSLINCH

NOTICE OF PUBLIC MEETING

Proposed 2016 Operating and Capital Budget

You are invited to attend a Public Information Meeting on January 21, 2016, as the Township of Puslinch is seeking your input and comments on the proposed 2016 Operating and Capital Budget.

Your attendance and comments at this meeting are welcome as it is your opportunity to learn more about the proposed by-law and policies and express any opinions that you may have.

Date: Thursday, January 21, 2016

Time: 7:00 p.m.

Place: Council Chambers, Township of Puslinch, 7404 Wellington Rd 34

Additional Information:

For further information or to obtain a copy of the proposed 2016 Operating and Capital Budget, please visit the Township's website at www.puslinch.ca or contact the Township at (519)-763-1226 ext. 222.



NOV 24 2015

Township of Puslinch

November 10, 2015

Township of Puslinch
7404 Wellington Road #34
R.R. #3
Guelph, Ontario N1H 6H9

Attention: Clerk's Office

Re: 2015 LAFARGE COMPLIANCE ASSESSMENT REPORTS

Dear Sir/Madam:

Enclosed for your records are copies of the 2015 Compliance Assessment Reports for aggregate operations owned by Lafarge in your municipality. These reports were submitted to the Ministry of Natural Resources as per the requirements of the Aggregate Resources Act. Reports for the following sites are enclosed:

Site	Licence No.
McMillan	10671

If you have any questions regarding this matter, please feel free to contact me at any time.

Regards,

LAFARGE CANADA INC.

Rachel Merritt
Land Analyst, Eastern Canada
Tel: 905-738-7748
rachel.merritt@lafarge.com

LAFARGE CANADA INC. / EASTERN REGION
6509 Airport Road, Mississauga, Ontario L4V 1S7
Office: (905) 738-7070 Fax: (905) 738-0224

6.1(a)

CLERK'S DEPARTMENT	
TO	
Copy	
Please Handle	
For Your Information	
Council Agenda	<input checked="" type="checkbox"/>
File	<input checked="" type="checkbox"/>

6.1 (b)

Licensees Compliance Assessment Report - Aggregate Resources Act

Background Information						Year: 2015	
Licensee: (Warren Bitulithic Limited) The Warren Paving & Materials Group Limited, a sub. of Lafarge Canada Inc.				Licence ID #: 10671 (McMillan pit)		MNR District/Area Office: Guelph	
Lot: Part N1/2 23		Conc.: 1		Geographic Twp.: Puslinch		Municipality: Township of Puslinch	
Observations							
OPERATING STANDARDS		IN COMPLIANCE?			COMMENTS	Remedial Action?	
		Yes	No	N/A			
A - Site Access							
A1	Boundaries (clearly marked)	X			Majority of boundaries are either fenced and signed or demarcated with hedgerows and the remains of various types of fences (see B5). See general comments.		
A2	Entrance and Exits (location/closed)	X			Gates at the main entrance/exit along the north boundary are either closed or can be closed and locked. Conveyor access through adjacent Dufferin pit, discussed with MNR.		
A3	Lease/Ownership/Extraction Agreement: Lands are owned by licensee.						
B - Site Protection							
B4	Fencing	X			Fence is maintained along the south and north boundaries of site. The west and east boundaries are partially fenced (see sketch) and shared with adjacent pits. See comments.		
B5	Fencing (site plan variation or temporary relief granted)	X			Site plan override is noted on the site plans for the west boundary shared with the adjacent CBM pit. See general comments.		
B6	Screening (trees/berms)	X			Existing berms, vegetation and topography screen the pit from the adjacent uses shown on the site plans. Berm constructed in northeast part of site. See comments.		
B7	Setbacks (15m / 30m or other)	X			East setback area has been staked at 15 m. Removal of setback area between this pit and the adjacent licensed pits is conditional of approvals (page 2, note #1). See comments.		
C - Operational Details							
C8	Operating Sequence	X			Stripping and extraction proceeding south in parts of phases 1-3 as shown on the site plan. See note #18 on page 2 regarding the blending of materials.		
C9	Stripping (overburden)	X			Stripped topsoil and overburden stored in berms and stockpiles located on site and are available for rehabilitation of site (see page 3, note #5 on site plans).		
C10	Overburden Seeded	X			Established berms are well vegetated. Stockpile has been placed north of the woodlot has been shaped and seeded.		
C11	Extraction Depth	X			Maximum depth allowed – +/- 301 m asl	Lowest floor elevation +/- 307 m asl	
C12	Buildings/Scales (location)	X			There is a small wooden shed located at the north end of the site.		
C13	Equipment (any specific conditions or restrictions)	X			There is a loader currently operating on site (see page 2, notes #2, 6, 9, 10 and 15 on site plans).		
C14	Plant (location/any specific conditions or restrictions)	X			No portable processing plant currently operating on the site (see page 2, notes #15 and 16iv on site plans).		
C15	Scrap (location/removal)	X			Minimal amount of scrap currently stored on site. Scrap removal has been ongoing in 2015, as required (see page 2, note #12 on site plans).		
C16	Stockpiles (location)	X			Product stockpiles are located on the pit floor > 30 metres from the licensed boundaries, except along the common boundaries (see note #8 and site plan overrides on page 2).		
C17	Topsoil (location/seeded)	X			Topsoil has been stripped in the eastern part of the site and stored in the berms and stockpiles on site (see page 2, note #5 on site plans).		
C18	Excavation Faces	X			Extraction occurred above the water table (see site plans). Existing pit faces vary from approximately 3 to 6 metres in height.		
C19	Ponds (location/depth)	X			Below water extraction has started in the eastern parts of Areas 1 and 2. Below water extraction is permitted on site (see site plans).		
C20	Internal Roads (any specific conditions or restrictions)	X			Internal roads to be developed as required. Haul road at pit entrance/exit is paved for a distance of about 30 m from the road. See general comments.		
C21	Haul Routes (external/any specific conditions or restrictions)	X			Access to the site is from Puslinch Concession Road 2, a paved and designated haul road.		
C22	Blast Monitoring Report (quarries only)			X	Licensed pit. No blasting to occur on site.		
C23	Dust Suppression	X			Water is applied on internal haul roads to control dust (see page 2, note #16 on site plans).		
C24	Hours of Operation (any specific conditions or restrictions)	X			No restrictions on licence or site plans. Complies with local by-laws.		
C25	Well Monitoring Reports	X			Groundwater monitoring is ongoing (see page 2, note #16ii).		
C26	Identification Sign (as per Sect. 5.22 of Provincial Standards)	X			Sign at the main entrance/exit of pit located at Concession Road #2 and is maintained.		
C27	Orderly Conditions	X			Site is orderly.		
C28	Blasting Hours (quarries only)			X	Licensed pit. No blasting on site.		

Note: Any ("No") requires completion of Page 3

Observations (continued)					
OPERATING STANDARDS	IN COMPLIANCE?			COMMENTS	Remedial Action?
	Yes	No	N/A		
D – Rehabilitation					Y
D29 Disturbed Hectareage	X			Current year - # of hectares +/- 3.9 Total # of hectares +/- 24.7	
D30 Progressive rehabilitation	X			Current year - # of hectares 0 Total # of hectares 0	
D31 Sloping of Faces	X			Rehabilitation previously completed for wayside pit on site.	
D32 Grades/Contours/Elevations	X			As shown on the site plan. Extraction limits or maximum extraction depths have not been reached.	
D33 Importation of Material (inert)	X			Importation of fill is permitted (see note #14). Off-site materials have not been brought into the site for rehabilitation purposes. Some asphalt and concrete has been stockpiled on pit floor for recycling purposes.	
D34 Vegetation	X			Vegetation has been established in the northwest part of the site.	
D35 Final Rehabilitation	X			Only a small part of the site has been extracted below water table to date, in the initial phase of extraction. See comments.	
E - Prescribed Conditions (For Licences issued after June 27, 1997)					
E36 Other Monitoring Reports			X	None required at this time.	
E37 Requirements of C of A's			X	None required at this time.	
E38 Noise Mitigation			X	Noise to be mitigated on site as required (see page 2, note #16iv). Noise levels to be monitored annually during active extraction to determine whether additional mitigation measures are required.	
E39 Fuel Storage Tanks			X	No fuel is currently stored on site (see page 2, note #13 on site plans).	
E40 Spills Plan			X	Corporate policy in place (see page 2, notes #13 and #16iii & 16v regarding refuelling pad to be built when site becomes active).	
E41 Permit to Take Water			X	Extraction below the water table is permitted on the site but not dewatering (see site plans).	
E42 Dust Suppression Measures Req'd. (Haul routes, equip, etc.)			X	As required (see page 2, note #16i).	
F - Other Conditions (As indicated on either Site Plan or Licence)					
F43 Tonnage Condition	X			Class "A" licence – 400,000 tonnes annually	
F44					
F45					
General Comments: A site plan amendment has been approved by MNR to address the following: a) site plan override for not fencing the mutual boundary(ies) shared with the adjacent west pit and b) proposed tree screen planting within the north setback area as shown on the site plans.					
Minor site plan amendment request approved in 2009 to allow flexible phasing and importation of clean fill into site for rehabilitation.					
Relief (site plan override) granted for stockpiling aggregate within 30 metres of the west and east licensed boundaries shared with the adjacent pits.					
A1 – Licensed boundaries are clearly demarcated with fences, signs, hedgerows, rock piles, painted trees or the remains of cedar, wire or stone fences (west and east boundaries). Steel posts and wooden stakes installed along east boundary.					
B4 – Repairs completed in 2015 for damaged and cut sections along north and south boundaries.					
B5 – Site plan variance approved for not fencing west boundary and there are discussions with adjacent operator regarding the east boundary.					
B6 – Topsoil and overburden placed along the west boundary (central), has been re-graded and shaped (see 2014 Compliance Assessment report). New sections of berms constructed in 2015 have been seeded.					
B7 – No extraction permitted within the south woodlot (see page 2, note #4 regarding extraction setback from dripline of trees). East face was stabilized with aggregate and staked at 15 metres from marker posts (see 2014 Compliance Assessment report).					
C20 - As shown on the operational plan, recycled asphalt was placed on the haul road into the pit for a distance of about 70 m from the gates (ie total distance of hard surface of > 85 m) and is maintained. Refer to MNR letter of 2004.					
D35 – See page 2, note #6 regarding the removal of surplus topsoil/subsoil from the site after final rehabilitation of the pond has been completed.					
Licence ID#: 10671					

Note: Any ("No") requires completion of Page 3

THIS SECTION MUST BE COMPLETED WHEN REMEDIAL ACTION IS REQUIRED

OPERATING STANDARDS from Pg. 1 (e.g. B4 – Fencing)	Remedial Action Required	Deadline Date	MNR Direction (for MNR use only)
<i>EXAMPLE B4 - Fencing</i>	<i>200 ft of West boundary to be fenced</i>	<i>June 15 / 99</i>	

SEE NOTES BELOW REGARDING REMEDIAL ACTION DEADLINE DATES

[illegible]

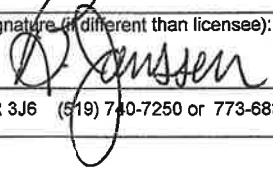
☒ Sketch Included? (see note below) Licence ID #: 10671 ☐ Additional Detailed Information

Attached

Form #591 (Rev. 04/03) Page 3

Date Submitted to MNR: Y / M / D	2015 / 09 / 28	Please ensure that the site plan you have is the most current, approved plan and is the same as the one MNR has on file.
Is the site held in reserve? <input type="checkbox"/> YES or <input checked="" type="checkbox"/> NO		

Copies of Report Sent to:	County/Regional Municipality	Local Municipality	Ministry of Natural Resources
(by September 30th)	<input checked="" type="checkbox"/> YES	<input checked="" type="checkbox"/> YES	<input checked="" type="checkbox"/> YES

TO BE COMPLETED BY PERSON CONDUCTING REVIEW (including on-site inspection)			
Date Inspected: Y / M / D	2015 / 05 / 14	Review Conducted by: B. Janssen (Please Print)	Signature (if different than licensee): 
Name of Company and Address: Harrington McAvan Ltd 55 Ainslie St. North, 2 nd Floor, Cambridge, Ontario. N1R 3J6 (519) 740-7250 or 773-6830			
Position with Company: Consultant hired by licensee to complete compliance assessment.			

Signature of Licensee or Authorized Official: 
--

FOR MNR OFFICE USE ONLY				
Accepted by MNR: (✓ one)	YES <input type="checkbox"/> NO <input type="checkbox"/>	Date Accepted: Y / M / D	/ /	MNR Signature:
Field Audit by MNR: (✓ one)	YES <input type="checkbox"/> NO <input type="checkbox"/>	Date Inspected: Y / M / D	/ /	MNR Signature:
Follow up Notice Required? YES <input type="checkbox"/> NO <input type="checkbox"/>		Licence ID #: 10671		

- Pursuant to Subsection 57(4) of the ARA, it is an offence to furnish false information.
- You must provide a sketch if remedial action is required or progressive rehabilitation has been performed.
- In order to extend the 90-day remedial action deadline date, you must obtain the Aggregate Inspector's approval (in writing) prior to filing the report with the Inspector or local MNR office.
- Please submit this report to the local Aggregate Inspector who administers your site, or the local MNR office.

(NOTE: ALL INFORMATION IN RESPECT OF THIS REPORT IS AVAILABLE FOR PUBLIC REVIEW)

Warren Bitulithic
MACMILLAN PIT
ID 10671

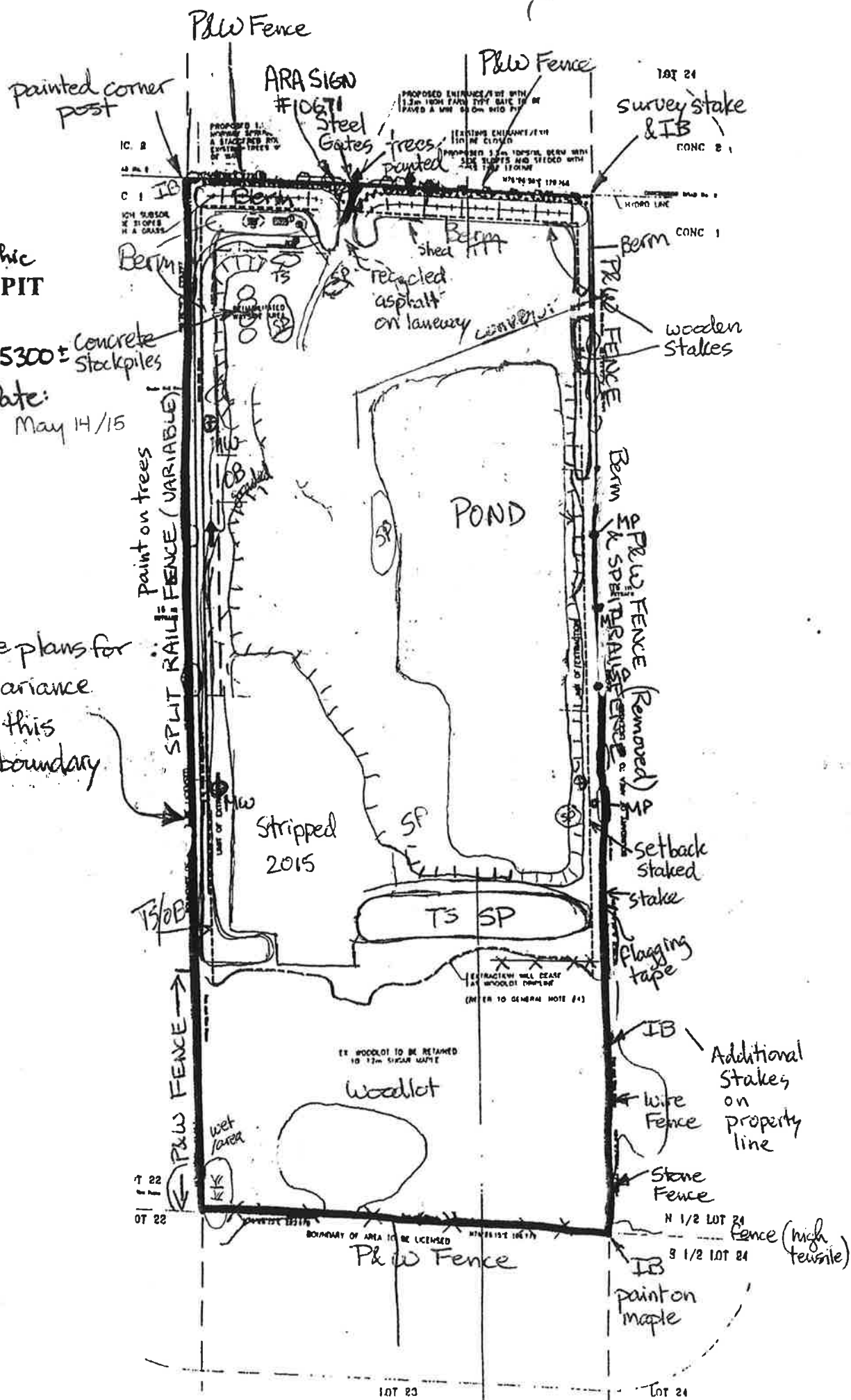
Scale: 1:5300±

Assessment Date:

May 14/15

4

see site plans for
Fence variance
on this
mutual boundary



6.2(a).

**Ministry of Natural
Resources and Forestry**

Guelph District
1 Stone Road West
Guelph, Ontario
N1G 4Y2

**Ministère des Richesses
naturelles et des Forêts**

Telephone: (519) 826-4955
Facsimile: (519) 826-4929



RECEIVED

NOV 26 2015

Township of Puslinch

November 23, 2015

St. Marys Cement Inc. (Canada)
55 Industrial St.
Toronto, ON
M4G 3W9
Attention: Stephen May

SUBJECT: Surrender of Licence under the Aggregate Resources Act
St. Marys Cement Inc. (Canada)- Licence #48576
Southwest Half Lot 21, Concession 9
Township of Puslinch, County of Wellington

CLERK'S DEPARTMENT	
TO	
Copy	
Please Handle	
For Your Information	Tracker updated
Council Agenda	Dec 18/15
File	

Dear Mr. May;

Further to your letter of November 9, 2015 in which you request that Licence #48576 be surrendered, please be advised that this Ministry completed an inspection of your pit property on August 10, 2015 and determined that the site has been rehabilitated as per the site plan and to the satisfaction of this Ministry.

In addition, the Ontario Aggregate Resources Corporation has advised this Ministry that all outstanding fees and reporting for Licence #48576 have been received. As a result, Licence #48576 is now surrendered and you are no longer under any obligations outlined under the Aggregate Resources Act.

Should you require any further information regarding this matter, please contact the undersigned at this office.

Yours truly,

Seana Richardson
Aggregate Technical Specialist
MNRG Guelph District
P: 519-826-4927

cc: Clerk, Township of Puslinch
Clerk, County of Wellington
Ministry of Labour- London
The Ontario Aggregate Resources Corporation

6.3(a).



400 Clyde Road, P.O. Box 729 Cambridge, ON N1R 5W6

Phone: 519.621.2761 Toll free: 866.900.4722 Fax: 519.621.4844 Online: www.grandriver.ca

RECEIVED

NOV 26 2015

Township of Puslinch

November 23, 2015

Glenn Harrington
Harrington McAvan Ltd.
6882 14th Avenue
Markham, ON L6B 1A8

Dear Mr. Harrington,

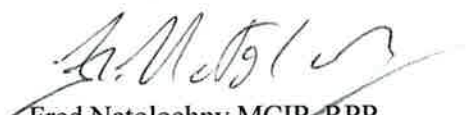
**Re: CBM Puslinch Pit and Neubauer Pit – Monitoring Well MP7 Decommissioning
Part Lots 26 & 27, Concession 1, Township of Puslinch**

Grand River Conservation Authority (GRCA) staff have now had the opportunity to review the circulated information for the decommissioning of monitoring well MP7 located between the CBM Puslinch Pit and the Neubauer Pit. It is our understanding that monitoring well BH3 on the Neubauer Pit is in close proximity to MP7 and will continue to be monitored until aggregate extraction in that area.

Based on the above information, the GRCA has no objections to the decommissioning of monitoring well MP7.

Should you have any questions or require further information, please contact Andrew Herreman, Resource Planner at 519-621-2763 ext. 2236.

Yours truly,


Fred Natolochny MCIP, RPP
Supervisor of Resource Planning
Grand River Conservation Authority
FN/ah

CLERK'S DEPARTMENT	
TO	
Copy	
Please Handle	
For Your Information	
Council Agenda	Dec 16/15
File	

c.c. Donna Tremblay, Township of Puslinch
Seana Richardson, Aggregate Technical Specialist, Ministry of Natural Resources and Forestry - 1 Stone Road West, Guelph ON N1G 4Y2

6.4(a)

November 26, 2015

Council of Puslinch Township,
7404 Wellington Rd. 34
Guelph, ON
N1H 6H9

RECEIVED
DEC 02 2015
Township of Puslinch

Dear Mayor and Council of Puslinch Township,

I'm writing on behalf of Lee-Ann and Addison Prickett. The Pricketts have just recently moved to Puslinch. We have booked the Puslinch Community Centre on Friday, January 29th, 2016 for a fundraiser that's near and dear to our heart. We are helping Addison Prickett raise funds for pair of children's dialysis machines for the Hamilton children's hospital.

We hope that you, as Council, would consider either donating the use of the Puslinch Community Centre, both the large and small rooms, that evening or allowing us to rent the facility at a discounted rate. This is strictly an evening event. We would like to have access to the hall by 3:00 to set up. There will be a bar involved, and Paul Barber and I will be the bartenders for the evening.

Our evening will be a Fun Casino Night. No money will be exchanged through gambling and prizes will be awarded for top scores. There will be food and other things to do. We are hoping this evening will kick our fundraising results up a notch.

Over the last four years we have raised approximately \$16,000 towards the \$60,000 needed for the new dialysis machines. These machines are specifically meant to treat children, however the hospital is using machines right now that are meant for an adult. This creates challenges when using them to treat a child. We have had the blessing of generous donors such as the Puslinch Optimist Club, and also a group of young men who did a charity golf tournament. Between them, they helped us raise **\$12,000!**

My cousin, Addison, almost died from a botched surgery, and he ended up needing dialysis as a result. He was only 10 years old. Some of you who are Optimists may remember his situation. He was rushed to the Hamilton children's hospital in very critical condition and his kidneys were essentially not functioning, which resulted in him needing dialysis. Addy's health had recovered to a degree, and he asked his mom (Lee-Ann) to help him raise funds for a dialysis machine to help save kids' lives. He wanted to do it as a thank you to the staff at the hospital since he had improved to the point where he no longer required dialysis but so many other children still did and still do. When a child asks for something so unselfish, especially after he or she almost died, wouldn't you do what you could to help him or her?

According to the doctors, Addy's kidney function has deteriorated to the point where now it looks like he needs a transplant. There can be a lot of complications that come with this. Of course we believe he will be fine, but if he does end up needing a transplant, we want to make sure this one thing he asked his mom to help with is finished.

Council of Puslinch Township,

November 26, 2015

Page 2

Regardless of your decision, if you are looking for something to do on a wintery Friday night, join us and have some fun for a worthy cause. If you require any further information, please contact Lee-Ann Prickett.

Sincerely,

Rochelle Barber

519 763-0563

Lee-Ann Prickett

519 400-0809

This is Addison back in 2011 hooked up to an adult dialysis machine. A nurse had to closely monitor because of the rate in which the machine works.



Friday, Nov. 27, 2015

Dear Puslinch Community Centre Staff,

My name is Jamie Skeoch and I am a member of the Aberfoyle Public School staff. I am writing on behalf of the staff and students of Aberfoyle Public School to request an exception to the current pricing structure for skating at the Community Centre.

For the past few years we have really enjoyed taking classes to the rink. It has been a very positive experience and we love the facility and being able to use it!

The pay structure that was worked out two years ago and again used last year was; \$2 per student per visit. Rather than tallying number of skaters per visit, we worked it out to an average of 20 skaters per class (due to absences or students opting not to skate). This meant a total of \$40 per visit. We understand that the off-peak hourly rate is \$78 + HST, however, we were wondering if the previous cost structure would be considered again this year?

One of the main reasons for this is our school has covered all costs for the past two years. This has meant free skating for all students. We would love to continue to make this a free experience. If we were to pay the full \$88.14 per visit we would likely need to start charging students.

We appreciate your consideration of the above request and look forward to hearing back from you.

Sincerely,

The Aberfoyle Staff and Students

Donna Tremblay

From: Don Creed
Sent: November-23-15 4:03 PM
To: Donna Tremblay
Cc: Karen Landry
Subject: FW: Notification of Application for Permit to Take Water

Don Creed CRS-S
Director of Public Works and Parks
Township of Puslinch
519-763-1470
dcreed@puslinch.ca

From: Joan.DelVillarCuicas@ontario.ca [<mailto:Joan.DelVillarCuicas@ontario.ca>]
Sent: November-23-15 3:45 PM
To: scottw@wellington.ca; Don Creed; sshifflett@grandriver.ca
Cc: Joan.DelVillarCuicas@ontario.ca
Subject: Notification of Application for Permit to Take Water

This E-mail message has been sent to you as a result of the requirements of Ontario's new Water Taking and Transfer Regulation (O.Reg 387/04). The regulation requires that the Ministry of the Environment and Climate Change notify municipalities and conservation authorities of applications for Permits to Take Water to withdraw water from locations within their jurisdiction.

You may examine the wording of the new Regulation online at the following web site:

http://www.e-laws.gov.on.ca/html/regs/english/elaws_regs_040387_e.htm

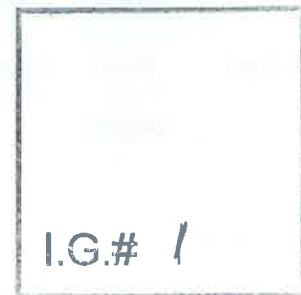
Notification of Application for Permit to Take Water

Ministry Reference Number:
8083-A47RJF

Applicant:

Cox Construction Limited
965 York Rd P.O. Box 427
Guelph, Ontario
N1H 6K5

Location of Water Taking(s):
6803 Laird Road
NA
Lot 12, Concession 4
Puslinch Township, County of Wellington



Ministry of the Environment Region:
West Central

Description:

This proposal is for a renewal of permit to take water No. 4125-8W6QZS for aggregate washing purposes. Water is taken from one (1) pond at the Cox Construction Ltd. Puslinch Pit site in Puslinch, Ontario. Details of the water taking are as follows:

Permit type - Renew-expires December 31, 2015

Source of water: Dugout Pond

Purpose of taking: Industrial - Aggregate Washing

Period of water taking: April 1 to November 15

Amount of taking:

Maximum rate per minute (Litres): 4,164

Maximum number of hours of taking per day: 12

Maximum volume per day (Litres): 2,998,037

Maximum number of days of taking per year: 228

Length of time: 10 years

Permit type:

Renewal of Permit Number 4125-8W6QZS

Length of Taking:

Table A

Source Information and Water Taking Amount Applied For

	Source Name / Description:	Source: Type:	Taking Specific Purpose:	Taking Major Category:	Max. Taken per Minute (litres):	Max. Num. of Hrs Taken per Day:	Max. Taken per Day (litres):	Max. Num. of Days Taken per Year:	Zone/ Easting/ Northing:
1	Source Pond	Pond	Aggregate Washing	Industrial	4,164	12	2,998,037	228	17 561202 4814462
		Dugout							
						Total Taking:	2,998,037		

Comments should be directed to the following Contact Person:

Joan Del Villar Cuicas
Ministry of the Environment
12th Floor
119 King St W
Hamilton ON L8P 4Y7

This E-mail message has been sent to you as a result of the requirements of Ontario Regulation 387/04. It is the responsibility of the municipality or Conservation Authority to determine the appropriate staff person to whom this notification should be forwarded. If you wish to have subsequent notification sent to a different person within your organization, please respond to this E-mail message with an alternate E-mail address and contact name. It is the responsibility of the municipality or conservation authority to ensure that any changes to the alternate E-mail address are reported to the Ministry.

Please note that any comments, concerns, or questions must be received by the Ministry within 30 days of the date of this message.

STUDY UPDATE

Public Information Centre (PIC) #2 for Stage 2 of the GTA West Transportation Corridor Route Planning and Environmental Assessment (EA) Study is not taking place this December as planned. The ministry needs more time as this is a complex study. The ministry will provide more information as soon as it becomes available.

The EA Study

The Ontario Ministry of Transportation (MTO) is undertaking Stage 2 of the Environmental Assessment (EA) Study for the GTA West Transportation Corridor. Building on the recommendations from Stage 1, the EA Study will identify the route, determine interchange locations and complete the preliminary design for a new transportation corridor within the Route Planning Study Area. The new transportation corridor will include: a 400-series highway, transitway and potential goods movement priority features.

The GTA West Transportation Corridor is vital transportation infrastructure that will help meet the projected growth in both population and employment identified in the *Growth Plan for the Greater Golden Horseshoe (2006)*, and will deliver multiple benefits including:

- Greater connectivity between urban growth centres;
- Enhanced people and goods movement;
- Improved commuting; and,
- Greater economic vitality.

The GTA West Transportation Corridor Planning and EA Study is being undertaken as an Individual EA in accordance with the *Ontario Environmental Assessment Act* (EA Act) and the *GTA West Corridor Environmental Assessment Terms of Reference*, which was approved by the Ontario Minister of the Environment on March 4, 2008.

Consultation and Contact Information

Comments and input regarding the study are encouraged and will continue to be collected to assist the GTA West Project Team. This material will be maintained on file for use during the project and may be included in project documentation to meet the requirements of the *Ontario EA Act*. Information collected will be used in accordance with the *Freedom of Information and Protection of Privacy Act* and the *Access to Information Act*. With the exception of personal information, all comments will become part of the public record.

For more information, please contact the GTA West Project Team:



Website: www.gta-west.com
Email: project_team@gta-west.com
Toll-Free: 1-877-522-6916
Twitter: @GTAWestStudy

I.G.# 2

Des renseignements sont disponibles en français en composant (905) 823-8500 Poste 1471 (Yannick Garnier)

NOTICE

The Government of Ontario Process for Ministers' and Parliamentary Assistants' Delegations at the OGRAM/ROMA Combined Conference

**Sunday February 21 – Wednesday February 24, 2016
Toronto, Ontario**

Individual Ministers and Parliamentary Assistants are being asked to participate in municipal delegations. Please note that not all Ministers and Parliamentary Assistants will be taking delegations. If your municipality wishes to meet with a Minister or Parliamentary Assistant, we ask that you complete and submit the online form. Please note all request forms **must** include the name of a contact person who is knowledgeable about the issue and available to respond to ministry inquiries in a timely manner.

The Ministry of Municipal Affairs and Housing (MMAH) will respond to delegation requests for the Minister of Municipal Affairs and Housing. MMAH will advise other Ministers and Parliamentary Assistants of delegation requests and decisions on delegations will be made and given to you by the Ministers requested. To assist in expediting your delegation request, we ask that you use the Municipal Delegation Request Form rather than going through your MPP or directly to the Ministers' Offices.

In order to facilitate municipalities in planning their delegation schedules we will advise municipalities of their delegation times prior to the conference. As a result, **no delegation requests will be accepted after the DEADLINE of FRIDAY, January 08, 2016.**

Municipalities will be contacted by the respective Ministries about their requests and, if applicable, the meeting time and location, approximately **one week** before the Conference.

You can now submit one form to request delegation meetings with up to 4 ministries. To request delegation meetings with more than 4 ministries, please submit a new form. Please limit issues for discussion to a maximum of 3 per ministry. We ask that delegates not meet with more than one Minister on a given issue. To make the most of the delegation time available (delegations usually run 15 minutes), please ask to discuss your issue only with the Minister or Parliamentary Assistant responsible for that issue.

Thank you.

Vinothini Kajendran
Municipal Programs and Education Branch
Ministry of Municipal Affairs and Housing
Telephone: 416-585-6280
E-mail : vinothini.kajendran@ontario.ca



RECEIVED

NOV 30 2015

agenda

Township of Puslinch

MEMORANDUM

From: Janet Baine, Communications Specialist
519-621-2763, Ext. 2302, jbaine@grandriver.ca

Re: Nov/Dec 2015 Issue of Grand Actions



The new issue of *Grand Actions* is enclosed for distribution to the members of your municipal council, senior staff and others.

This issue contains stories about 2015 Watershed Award recipients Brad Whitcombe (posthumous) and Bill Christmas, the GRCA's new volunteer program, the naming of the Mac Coutts Tract and an award for dam safety that the GRCA was delighted to receive from the Canadian Dam Association.



Mail Subscriptions:

If you would like to change a mail subscription in any way, such as to receive a different size bundle of Grand Actions newsletters, please send an email to jbaine@grandriver.ca.

Email Subscriptions:

Please note that we maintain a mailing list for municipalities that want to receive this newsletter by email rather than by mail. In addition, anyone can easily subscribe or unsubscribe to receive the newsletter online. All you need to do is send a blank email to GrandActions-subscribe@grandriver.ca. Full instructions are in our Newsroom at www.grandriver.ca/Newsroom/Newsroom.cfm and also on www.grandriver.ca/grandactions.

This issue and back issues of *Grand Actions* are posted on our website at www.grandriver.ca/GrandActions.

Enjoy,

Janet Baine

I.G.#

4



From: Lisa Stocco

Sent: December-03-15 12:34 PM

Subject: GRCA News: Grand River Source Protection Plan approved

Grand River Conservation Authority

GRCA NEWS

December 3, 2015

Release on receipt

Grand River Source Protection Plan approved

A plan to protect the sources of municipal drinking water in the Grand River watershed has been approved by the Ontario Ministry of Environment and Climate Change, the Grand River Conservation Authority (GRCA) announced today.

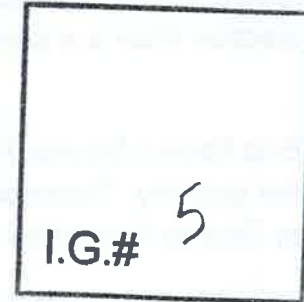
The Grand River Source Protection Plan was approved by Minister Glen Murray on November 26, 2015 and will take effect July 1, 2016. The plan and its associated documents are available at www.sourcewater.ca.

The source protection planning process began in 2006, when the Ontario government passed the Clean Water Act to protect the sources of municipal drinking water throughout the province, and is based on technical studies, collaborative policy development, and extensive public consultation.

The process was guided by the Lake Erie Region Source Protection Committee, which is made up of representatives from municipalities, business, industry, farmers, landowners, and other stakeholders. The committee also developed plans for the Catfish Creek, Kettle Creek and Long Point Region watersheds.

"Formal approval of the Grand River Source Protection Plan is a major milestone in the Committee's work with its community, agriculture, industry, conservation authority, municipal and provincial partners to protect and enhance municipal drinking water supplies," says Wendy Wright Cascaden, Acting Chair, Lake Erie Region Source Protection Committee. "We look forward to measuring and monitoring the Plan's future success."

She also commended Craig Ashbaugh, former chair of the Lake Erie Region Source Protection Committee, as well as staff of the Grand River Conservation Authority. "I wish to formally recognize Craig for his leadership in bringing together all of the partners, shaping the decisions and guiding the planning process over the last eight



years,” says Wright Cascaden. “The Source Protection Committee also received excellent support and guidance from the former Program Director, Lorrie Minshall, as well as Martin Keller, Source Protection Program Manager, and their staff. They made significant contributions to the development of an attainable plan and will play a key role in the successful implementation of the Plan in the future. The approved Grand River Source Protection Plan is a considerable achievement that will benefit generations to come.”

The Lake Erie Region Source Protection Committee is continuing its work to address risks to water quantity. These components will be included in a future update to the Grand River Source Protection Plan.

With the approval of the Grand River Source Protection Plan, all 22 source protection plans are now in place across Ontario. Source protection plans are local science-based plans designed to protect the water quality of the lakes, rivers and sources of underground water that supply municipal drinking water systems. The plans set out actions to eliminate, manage or reduce potential risks to drinking water sources.

Policies in the Source Protection Plans include a variety of approaches to manage and prevent risks to municipal drinking water. These approaches include education and outreach, the development of risk management plans, land use planning, and monitoring. The policies are designed to keep contaminants out of rivers, lakes and groundwater aquifers that are sources of municipal drinking water.

The source protection planning process is directed and funded by the Ontario Ministry of the Environment and Climate Change in conjunction with municipalities. Local conservation authorities provide additional technical, communications and administrative support for the source protection planning process.

-30-

Lisa Stocco, APR | Manager of Communications | Grand River Conservation Authority

www.grandriver.ca | Phone: 519-621-2763, ext. 2316

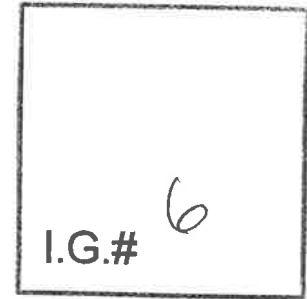


Donna Tremblay

From: Meghan Yzerman
Sent: December-03-15 9:25 AM
To: Karen Landry; Donna Tremblay
Subject: FW: Details for Upcoming Pre-Budget Consultations

FYI

Ms. Meghan Yzerman B.A.
Legislative Assistant
Township of Puslinch
7404 Wellington Rd 34
Guelph, Ont N1H 6H9
www.puslinch.ca
myzerman@puslinch.ca



From: Hardeman, Ernie [<mailto:ernie.hardeman@pc.ola.org>]
Sent: December-02-15 4:46 PM
To: Admin
Subject: Details for Upcoming Pre-Budget Consultations

I am writing to let you know that the Standing Committee on Finance and Economic Affairs will be holding Pre-Budget consultations during the weeks of January 18 and February 1, 2016.

As you know, these consultations are an important opportunity for taxpayers, organizations and municipalities to provide input regarding priorities for the provincial budget and raise their concerns. The Committee will hold public hearings in Hamilton, Ottawa, Sault Ste. Marie, Thunder Bay, Toronto, and Windsor.

If you are interested in making a presentation to the Committee please contact the Committee Clerk, Katch Koch, by **noon on Friday, January 8, 2016**. His contact information is below.

If you do not wish to make an oral presentation, you can also send a written submission to the Clerk by 5:00 PM on Tuesday February 2, 2016.

If you are preparing a presentation or written submission I would very much appreciate receiving a copy.

Katch Koch, Clerk
Room 1405, Whitney Block, Queen's Park, Toronto, ON M7A 1A2
Telephone: (416) 325-3526
Fax: (416) 325-3505
TTY/ATS: (416) 325-3538
E-mail: kkoch@ola.org

I also want to take this opportunity to wish you all the best this Christmas season and the upcoming year. As always if I can be of assistance please let me know.

Sincerely,

Ernie Hardeman, MPP Oxford
PC Critic Municipal Affairs and Housing

Donna Tremblay

From: Karen Landry
Sent: December-04-15 12:27 PM
To: Donna Tremblay
Subject: FW: Letter from Hon. Bob Chiarelli
Attachments: Bill 135.pdf

Next IG

From: Meghan Yzerman
Sent: December-04-15 12:20 PM
To: Karen Landry
Subject: FW: Letter from Hon. Bob Chiarelli



FYI

Ms. Meghan Yzerman B.A.
Legislative Assistant
Township of Puslinch
7404 Wellington Rd 34
Guelph, Ont N1H 6H9
www.puslinch.ca
myzerman@puslinch.ca

From: Hon. Bob Chiarelli [<mailto:write2us@ontario.ca>]
Sent: December-04-15 9:44 AM
To: Admin
Subject: Letter from Hon. Bob Chiarelli

Ministry of Energy

Office of the Minister

4th Floor, Hearst Block
900 Bay Street
Toronto ON M7A 2E1
Tel.: 416-327-6758
Fax: 416-327-6754

Ministère de l'Énergie

Bureau du ministre

4e étage, édifice Hearst
900, rue Bay
Toronto ON M7A 2E1
Tél. : 416 327-6758
Télec. : 416 327-6754



December 4, 2015

His Worship Dennis Lever
Mayor
Township of Puslinch

Dear Mayor Lever:

Our government recognizes that sound, prudent long-term energy planning is essential to a clean, reliable and affordable energy future. On October 28, 2015 our government introduced legislation, the Energy Statute Law Amendment Act, 2015 (Bill 135) that, if passed, would replace the current Integrated Power System Plan (IPSP) process with an enhanced Long-Term Energy Plan (LTEP) process that is transparent, efficient and responsive to changing policy and system needs. I am writing today to provide an outline of this proposed process.

Bill 135 would establish a long-term planning framework that builds on the robust process used to develop Ontario's 2013 LTEP, of which you were an integral part. This LTEP process is designed to balance the principles of cost-effectiveness, reliability, clean energy, community and Aboriginal engagement, as well as conservation and demand management.

The proposed LTEP process would start with the Independent Electricity System Operator (IESO) submitting to the Ministry a technical report setting out the current state of the electricity system, including the adequacy and reliability of the province's resources. This report would be made available to the public ahead of the LTEP consultation to provide stakeholders with a clear and comprehensive understanding of the province's supply and demand situation ahead of public consultations.

Following the IESO's technical report, the Ministry would conduct extensive consultations with the public, stakeholders and Aboriginal communities in a variety of forums and mediums. This mandatory consultation stage would ensure that all interested members of the public, industry stakeholders, and Aboriginal communities are afforded the opportunity to provide input into the planning process.

The Ministry and its agencies would then be responsible for preparing the LTEP, based on the data provided by the IESO and feedback received through the consultations. The LTEP would include specific goals and objectives for Ontario's energy system and would require Cabinet approval before it is issued to the public.

Once the LTEP is finalized, the IESO and the OEB would develop their respective implementation plans, outlining frameworks on how best to implement the LTEP's goals and objectives – this could include proposed procurements, programs and policies, as appropriate.

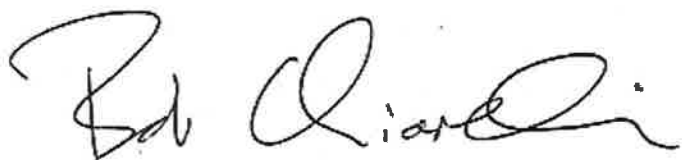
In support of Open Government, Open Dialogue and Open Data, Bill 135 would require publication of the LTEP and other key information used in its development on a Government of Ontario website.

Finally, Bill 135 proposes a change to transmission planning and procurement. The legislation would empower the IESO to competitively procure transmission or competitively select transmitters.

The proposed planning process would provide an opportunity for stakeholders to play a critical role in the development of the LTEP through participation in the consultation and engagement process.

Enclosed for your reference, please find a briefing deck with additional detail on the proposed process.

Sincerely,

A handwritten signature in black ink, appearing to read "Bob Chiarelli". The signature is fluid and cursive, with the first name "Bob" and last name "Chiarelli" clearly distinguishable.

Bob Chiarelli
Minister

Enclosure

c: Serge Imbrogno, Deputy Minister, Ministry of Energy
Matthew Whittington, Senior Policy Advisor, Minister of Energy's Office

***Electricity Statute Law Amendment Act, 2015
(Schedule 2)***

**Amendments to the *Electricity Act, 1998* and the
*Ontario Energy Board Act, 1998***

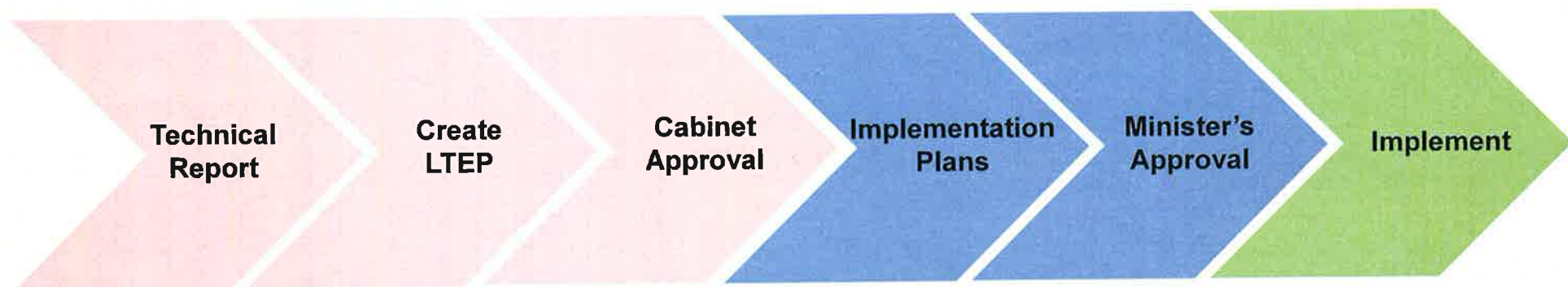
2015

Overview – Energy System Planning & Transmission

- On October 28, 2015, the Minister of Energy introduced the *Energy Statute Law Amendment Act, 2015* (Bill 135).
- Bill 135 would amend the *Electricity Act, 1998* and the *Ontario Energy Board Act, 1998* to replace the current electricity planning process, known as the Integrated Power System Plan (IPSP) process with a Long Term Energy Plan (LTEP) process and to empower the Independent Electricity System Operator (IESO) to undertake competitive selection or procurement processes for electricity transmission projects when appropriate.
- The proposed legislation would enshrine this LTEP process to ensure that energy planning is done transparently and pragmatically and that future LTEPs are developed consistent with the principles of cost-effectiveness, reliability, clean energy, community and Aboriginal engagement, and emphasis on conservation and demand management.

Summary of Proposed LTEP Framework

The Long Term Energy Planning process proposed in Bill 135 would include the following elements.



LTEP Development

- Consultations with public and stakeholders in the development of the LTEP through meetings, public sessions and online.

Implementation Plans

- Implementation plans developed by Independent Electricity System Operator and the Ontario Energy Board

Procurements and Programs

- Independent Electricity System Operator and the Ontario Energy Board implement based on approved implementation plans.

Support for Open Government

- Consistent with the Open Government initiative, when developing the LTEP, a significant level of consultation would be required with relevant stakeholders, consumers and First Nation and Métis communities.
- The Minister would be obligated to consider feedback received during the consultations in developing the LTEP.
- To ensure that the public and stakeholders are able to participate in the consultation process, the proposed legislation would require consultation to occur in a number of different manners, including:
 - Posting notice of consultations and relevant information on the Environmental Registry (e.g. LTEP discussion document);
 - Scheduling in person consultation sessions; and
 - Using online and other consultation tools.
- To support the government's Open Data initiative, the proposed legislation would require the following documents be made available to the public:
 - The IESO's technical document;
 - The LTEP; and
 - Key information such as data and cost projections used in the development of the LTEP.

LTEP Development

Technical Report by the Independent Electricity System Operator

- As the first step in the LTEP process, the Minister of Energy would request that the Independent Electricity System Operator develop and submit a technical report setting out the current status of the electricity system, including the adequacy and reliability of electricity resources.
- The technical report would create a starting point for the development of the LTEP in order to guide the consultation process.
- The report would be available to the public ahead of consultations.

Creation of LTEP and Cabinet Approval

- The Ministry of Energy leads the creation of the LTEP that would set out the government's goals and objectives with respect to specified matters.
- Consistent with the government's Open Government initiative, a significant level of consultation would be required with relevant stakeholders, consumers and First Nation and Métis communities and the Minister would be required to consider feedback received during the consultations when developing the LTEP.
- The LTEP would be subject to Cabinet approval and posted on the Ministry of Energy's website.

LTEP Implementation

Lieutenant Governor in Council (LGIC) Approved Implementation Directives

- To ensure that the government's goals and expectations outlined in the LTEP are implemented, the proposed legislation includes authority for directives, approved by the Lieutenant Governor in Council, to be sent to the Independent Electricity System Operator and the Ontario Energy Board setting out the government's requirements for implementation and directing each agency to develop respective implementation plans.

Implementation Plans

- The proposed legislation includes roles for both the Independent Electricity System Operator and the Ontario Energy Board to ensure implementation of the objectives set out in the LTEP.
- Upon receiving an implementation directive, the two agencies would develop respective implementation plans outlining frameworks on how best to implement the government's objectives and requirements.

LTEP Programs and Procurements

Implementation

- Once implementation plans are approved by the Minister of Energy, the Independent Electricity System Operator and the Ontario Energy Board would move forward with procurements and the development of programs or policies as identified in their implementation plans.

Minister's Direction Making Authority

- The Minister would be authorized to issue directions to the Independent Electricity System Operator on the following matters:
 - Implementing procedures for consulting aboriginal peoples or other persons on the planning, development or procurement of electricity supply, capacity and transmission or distribution systems;
 - Establishing programs or funding to facilitate the participation and engagement of aboriginal peoples or other persons in the electricity sector; and
 - Undertaking reviews and providing information and reports to the Minister.

Transmission: Planning and Procurement

- The proposed legislation would enable the Independent Electricity System Operator, where directed, to competitively procure transmission and enter into a contract or alternatively to competitively select a transmitter that would then apply to the Ontario Energy Board for cost recovery through rates.
- This would require the Independent Electricity System Operator to develop and implement procurement processes for transmission projects as part of its LTEP implementation plan, for Minister approval.
- The proposed legislation would also amend the *Ontario Energy Board Act, 1998* to:
 - Expand the Minister's authority, subject to Cabinet approval, to direct the Ontario Energy Board with respect to transmission systems, including designating transmitters through licence amendments.
 - Ensure that only those transmitters selected through an Independent Electricity System Operator selection process could apply to the Ontario Energy Board for leave to construct the project; and
 - Allow the Ontario Energy Board to determine if a hearing for a leave to construct application is required where a transmitter has been selected as part of an Independent Electricity System Operator-led competitive procurement process.

RECEIVED

NOV 27 2015

**Ministry of
Municipal Affairs
and Housing**

Office of the Minister

777 Bay Street, 17th Floor
Toronto ON M5G 2E5
Tel. 416-585-7000
Fax 416-585-6470
www.ontario.ca/MAH

Ministère des **Township of Puslinch**
Affaires municipales
et du Logement

Bureau du ministre

777, rue Bay, 17^e étage
Toronto ON M5G 2E5
Tél. 416-585-7000
Téléc. 416-585-6470
www.ontario.ca/MAH



Ontario

CLERK'S DEPARTMENT	
TO	
Copy	MIN15-68224
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For Your Information	
Council Agenda	✓ Dec 2/15
File	



November 27, 2015

Dear Heads of Council:

I'm aware that many municipal leaders have questions about their possible involvement in helping to resettle Syrian refugees.

While many details remain to be worked out by the federal government, the overall plan is taking shape nicely. Let me share with you a few of the things we know so far.

- We expect that the first wave of refugees coming to Canada will number about 10,000 by year end.
- Of these the majority will be privately sponsored. These refugees will be settled and cared for by their sponsors.
- A much smaller number will be government assisted. These refugees will be assisted by federally-funded Refugee Assistance Program agencies located in six urban centres: Toronto (serving the Greater Toronto Area including Peel, York and Durham Regions), Ottawa, London, Windsor, Hamilton and Kitchener-Waterloo. These communities account for about 90% of immigrant and refugee landings to Ontario.
- We expect the government assisted refugees will be located primarily in those urban centres, to make it as easy as possible to provide them with services.
- An additional 15,000 refugees are expected to come to Canada by the end of February 2016.
- Ontario played a leadership role early on, with an additional \$8.5-million in funding to help sponsors and settlement organizations. We continue to play a leadership role in helping to coordinate these efforts. Federal, provincial and municipal representatives are hard at work on pinning down more details and engaging directly with the municipalities likely to be most affected.

- I've spoken with a number of mayors in the last few days and been overwhelmed by the outpouring of generosity. Everyone is eager to help. This is a proud moment for our province and our country.
- The federal government has established a website, Welcome Refugees [<http://www.cic.gc.ca/english/refugees/welcome/index.asp>] for up-to-date information. Ontario has also established a Syrian Refugee page [www.ontario.ca/syrianrefugees] with information on how people can help.
- Our province has also established a central co-ordinating function here led by Joan Andrew, a very able former deputy minister of Citizenship and Immigration. You can reach her at 416-325 4764 or joan.andrew@ontario.ca.

I'm very proud of the way our province is stepping up to show hospitality, and I'm grateful to all of you for your many efforts. As plans continue to evolve, I'll do my best to keep you informed. And I or Joan will be happy to receive your suggestions and offers of resources as we go forward.

Kindest personal regards,

A handwritten signature in black ink, appearing to read 'Ted McMeekin', with a stylized flourish above the name.

Ted McMeekin
Minister

Donna Tremblay

From: Karen Landry
Sent: December-01-15 4:35 PM
To: Kelly Patzer
Cc: Donna Tremblay
Subject: FW: Bell Canada Municipal Outreach Initiative and Circulation System

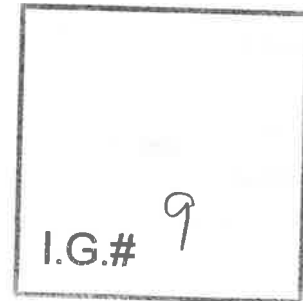
fyi

From: Laura Lovelace [<mailto:LovelaceL@mmm.ca>]
Sent: December-01-15 3:24 PM
To: Karen Landry
Subject: Bell Canada Municipal Outreach Initiative and Circulation System

Bell

December 1, 2015

Karen Landry
Clerk's Department
Township of Puslinch



Re: Municipal Outreach Initiative and Circulation System

Dear Ms. Landry,

Bell Canada is launching a municipal outreach initiative aimed at improving communication with municipalities within our service areas. The purpose of this initiative is to streamline the delivery of comments and conditions in response to the circulation of development applications.

We have invested in the development of an advanced monitoring system to achieve our objective of becoming more involved in planning processes. Doing so allows us to coordinate with municipalities on the provisioning of appropriate telecommunications infrastructure for new growth and development in a timely fashion.

The first step toward achieving our municipal outreach goal is to request that circulations of development applications be directed to MMM Group Limited. Digital circulations, which are the preferred format, can be sent to circulations@mmm.ca and hard copies can be mailed to the following address:

Attn: Circulations Intake, Planning & Environmental Design
MMM Group Limited
100 Commerce Valley Drive West
Thornhill, ON L3T 0A1

MMM Group Limited is managing our monitoring system, including the intake of circulations. However, comments and conditions relating to the provisioning of Bell Canada's infrastructure needs will continue to be sent from Bell Canada.

We appreciate your cooperation during this time of change. If you have questions or require clarification with respect to our municipal outreach initiative and circulation process, please contact the undersigned.

Yours truly,

Meaghan Palynchuk
Manager, Municipal Relations
Access Network Provisioning, Ontario
Phone: 905-540-7254
Mobile: 289-527-3953
Email: Meaghan.Palynchuk@bell.ca

cc: Chris Tyrrell – MMM Group Limited

Bell Canada
20 Hunter Street West, Flr.3
Hamilton, ON
L8P 2Z2

Telephone 905-540-7254
Fax 905-895-3872
meaghan.palynchuk@bell.ca

RECEIVED

NOV 30 2015

Ontario Municipal Board
Commission des affaires municipales
de l'Ontario

Township of Puslinch



ISSUE DATE: November 25, 2015

CASE NO(S):

PL150618

PROCEEDING COMMENCED UNDER subsection 45(12) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended

Applicant and Appellant: Eric & Barbara Hagens
Subject: Minor Variance
Variance from By-law No.: 19/85
Property Address/Description: 7667 Maltby Road East
Municipality: Township of Puslinch
Municipal File No.: D13/HAG
OMB Case No.: PL150618
OMB File No.: PL150618
OMB Case Name: Hagens v. Puslinch (Township)

CLERK'S DEPARTMENT	
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Council Agenda	✓
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Heard:

October 5, 2015 in Aberfoyle, Ontario

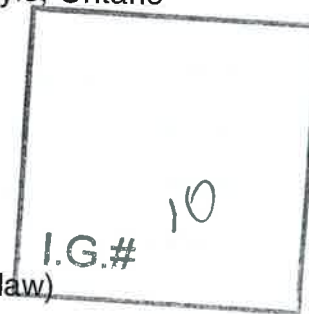
APPEARANCES:

Parties

Eric and Barbara Hagens

Counsel

Kevin Thompson
Sarah Finbow (student-at-law)



**MEMORANDUM OF ORAL DECISION DELIVERED BY L. M. BRUCE ON
OCTOBER 5, 2015 AND ORDER OF THE BOARD**

BACKGROUND

[1] The matter before the Board is an appeal of the Township of Puslinch's Committee of Adjustment's decision refusing an application for a minor variance under the Township Zoning By-Law ("ZBL") No. 19/85 related to minimum lot frontage.

[2] The subject property, described as Concession 9, Part Lot 16 and Municipally known as 7667 Maltby Road East in the Township of Puslinch had been before the Wellington County Land Division Committee in May 2015 as a consent application for the severance of 0.4 hectares ("ha") (0.99 acres) with a frontage of 56 metres ("m"). It was proposed that the severed vacant parcel would be for rural residential use. The retained lands are 8.8 ha. (21.7 acres), have an existing dwelling and would continue as a rural residential use. While the severed parcel met the frontage requirements, the retained parcel did not. Condition 7 of the Conditions of Approval required that the Owner receive "zoning compliance and classification from the Township of Puslinch in a manner deemed acceptable by the Township of Puslinch to address front of retained; and that the Township of Puslinch file with the Secretary-Treasurer of the Planning and Land Division Committee a letter of clearance of this condition" (Exhibit 1, Tab 3).

EVIDENCE AND ANALYSIS

[3] The variance before the Board under Comprehensive ZBL No. 19/85, as amended, requests permission to allow:

- a. A minimum lot frontage of 84.1 m to accommodate a proposed severance (County of Wellington file B20/15), whereas s. 5(3b), Agricultural (A) Zone, of the by-law requires a minimum lot frontage of 121.9 m for lots over 4 ha in area.

[4] The issue before the Board is whether the requested variance which would allow the undersized frontage on the retained parcel meets the four tests set out in s. 45(1) of the *Planning Act* ("Act"):

- i. Does it maintain the general intent and purpose of the Official Plan ("OP")?
- ii. Does it maintain the general intent and purpose of the ZBL?
- iii. Is it desirable for the appropriate development of the land?

iv. Is it minor?

[5] Sarah Wilhelm, Senior Planner with the County of Wellington attended the hearing under summons. Ms. Wilhelm is a Registered Professional Planner. She was qualified by the Board to provide professional planning evidence.

[6] Ms. Wilhelm stated that the subject property is designated as Secondary Agricultural Area (Class 4, 5 and 6 soils) as shown on Schedule A7 of the County of Wellington OP. Single detached homes and accessory residential uses are permitted within this designation (Exhibit 1, Tab 13, page 56). The Township of Puslinch ZBL No. 19/85 designates the subject property as Agricultural Zone (A) and Natural Environment (NE).

[7] In reviewing the application for this variance, Township of Puslinch staff circulated the application to Township Departments, external agencies and the general public within 60 m of the subject property. No objections were received from the circulated agencies and Township staff indicated they had no objection to the approval of the requested variance. An objection was received from neighbours expressing the opinion that the reduced frontage is not minor and will have a negative impact on the rural character of Maltby Road.

[8] The Board heard evidence from Ms. Wilhelm that she had visited the site when the severance application was before the County. She stated that if the County had any concerns with respect to the undersized frontage of the retained parcel, the concerns would have been raised at that time. Ms. Wilhelm described the setting of the subject property. It is located about 1 kilometre ("km") outside the City of Guelph (Exhibit 2). It is located in a rural residential area and there is a golf course on the north side of Maltby Road, down the road from the subject property.

[9] Ms. Wilhelm stated that the OP supports the use of secondary agricultural lands for non-farm uses including the creation of a new residential lot. She opined that the severance which created the undersized retained lot complies with s. 51(24) of the Act

and conforms to the intent and policies of the OP. Ms. Wilhelm stated that this variance also maintains the general intent and purpose of the OP.

[10] Ms. Wilhelm opined that the variance maintains the general intent and purpose of the ZBL. The purpose of the frontage requirement, she stated, is intended to maintain safe separation from neighbouring uses and to allow appropriate access particularly for agricultural operations. She offered the opinion that this property functions like an oversized estate residential property with no agricultural activities and even if in the future, this secondary agricultural land was used for farming, there still would be sufficient frontage for access for farm equipment.

[11] Ms. Wilhelm stated that a variety of property sizes is the norm in the area as shown in Exhibit 4 and that therefore the retained lot is a compatible form of development. She indicated that she is satisfied that it would blend in with the character of the area, that it is truly a minor departure from the standard and therefore, the requested relief should be considered minor.

[12] Ms. Wilhelm stated that this is good land use planning and is desirable. It provides the opportunity to accommodate a new residential lot close to the City of Guelph. While it is a reduction in frontage, it is not out of character and would not impede agricultural uses on this or other lots. While a variance is required for frontage, it complies with side yard setbacks and does not impact on adjacent properties.

[13] Ms. Wilhelm stated that under the Provincial Policy Statement 2014, Rural Residential uses are permitted since this is not prime agricultural land.

[14] Ms. Wilhelm testified that in her opinion the requested variance meets the four tests set out in s. 45(1) of the Act.

[15] No controverting evidence was heard by the Board and no one appeared in opposition.

BOARD'S CONCLUSIONS

[16] Having heard the uncontroverted expert land use planning testimony of Ms. Wilhelm, the Board finds that the relief sought maintains the general intent and purpose of both the OP and ZBL. There was no evidence before the Board to suggest that there are impacts associated with the minor variance and therefore the Board concurs that the requested variance meets the tests of minor. Further, the Board agrees, based on Ms. Wilhelm's evidence, that the variance represents good planning and is desirable.

ORDER

[17] The Board orders that the appeal is allowed and the variance to ZBL No. 19/85 is authorized.

"L. M. Bruce"

L. M. BRUCE
MEMBER

If there is an attachment referred to in this document,
please visit www.elto.gov.on.ca to view the attachment in PDF format.

Ontario Municipal Board

A constituent tribunal of Environment and Land Tribunals Ontario
Website: www.elto.gov.on.ca Telephone: 416-212-6349 Toll Free: 1-866-448-2248



Economic
Developers
Council
of Ontario

November 9, 2015

CLERK'S DEPARTMENT	
TO	
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Council Agenda	Dec/15-16
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RECEIVED

NOV 17 2015

Township of Puslinch

Mayor Lever and Council,

By way of this letter, I would like to introduce you to the Economic Developers Council of Ontario (EDCO). We are Canada's largest provincial economic development association with over 1,000 members engaged in economic development. We have noticed that your community is currently not a member, and wanted to provide you with some information about the importance of economic development in your community and how EDCO can further your goals.

EDCO members come from municipal, provincial and federal government as well as the private sector. Perhaps the greatest benefit of EDCO membership is expanding your network to include professionals that are willing to share their experience and knowledge in the profession. While most communities in Ontario have a formal economic development mandate in their operation, we realize that some don't. That does not mean that someone in your organization (planners, building officials, clerks, elected officials) isn't directly engaged in economic development on a day-to-day basis.

EDCO membership allows those individuals to take advantage of our programming, communication, investors guide and networking opportunities for one annual fee. A great way to explore what we are about is to visit our website at www.edco.on.ca or to attend our upcoming annual conference in Toronto, February 2-4, 2016. This will clearly demonstrate our value to your organization. As an incentive to attend, we are pleased to offer you a member rate for your first experience with our organization. Please use promo code AMCTO when you register at www.edcoconference.com.

I can attest to the benefits of EDCO membership through my current mandate as CAO of a township in Ontario. I look forward to meeting you in the near future or answering any questions you may have regarding the organization. Our CEO, Heather Lalonde is also available to further discuss membership at edco@edco.on.ca or by dialing 613-931-9827.

Sincerely,

Robert Lamb, Ec.D, CEcD
EDCO President



What about health & safety?

Health and safety are paramount to Vianet Inc.. Health Canada has established electromagnetic exposure guidelines, known as Safety Code 6, to ensure the safe operation of wireless antenna installations. Vianet ensures that all of its facilities operate well below the allowable limits measured, taking into account all pre-existing sources and combined effects of additional carrier co-locations; in fact, this site will be thousands of times below the allowable limits. Vianet Inc. attests that the radio antenna system described in this notification package will be constructed in compliance with the National Building Code of Canada which includes all applicable CSA Radio Communications Regulations.

Regulatory and consultative procedures for telecommunications antennas can be found in Industry Canada's CPC 2-0-03 Issue 4.

Vianet Inc. attests that the radio antenna system described in this notification package will comply with Transport Canada / NAV Canada aeronautical safety requirements. Transport Canada will not require aeronautical lighting and/or painting; NAV Canada has no objection to the proposal.

The proposed facility will include one locked, alarmed and electronically monitored steel equipment shelter surrounded by a high chain link security fence, topped with barbed wire.

For more information

General information from Industry Canada:
<http://strategis.ic.gc.ca/antenna>

Health Canada's Safety Code 6:
<http://www.ic.gc.ca/epic/site/smt-gst.nsf/en/sf05990e.html>

How do I get involved?

Vianet Inc. is committed to effective public consultation. You are invited to provide comments to Vianet Inc. about this proposal by mail, electronic mail or fax. In order to ensure your mailed, facsimiled or e-mailed comments are considered, you must respond by close of business on January 8th, 2016 to the attention of:

Bob Cheeseman Vianet Inc. 7005 Hwy-9, Schomberg, ON
LOG 1T0 Email: bob.cheeseman@vianet.ca

Vianet Inc. will respond to relevant and reasonable concerns and will provide copies of all written comments received and any responses to the Township of Puslinch. If any modifications to the proposal are agreed upon as a result of the public comments, revised drawings and plans must be submitted to the Township of Puslinch.

Your Industry Canada contact

ATTENTION: Antenna/Tower Issue – 4725 Watson Road,
Puslinch, ON

Central and Western Ontario District
4475 North Service Rd, Suite 100
Burlington, ON L7L 4X7

Telephone: 1 855 465 6307
Fax: 905 639 6551
Email: ic.spectrumcwod-spectredcoo.ic@canada.ca

Your land use authority contact

Kelly Patzer
Development Coordinator
Township of Puslinch
(519) 763-1226 ext 226
www.puslinch.ca

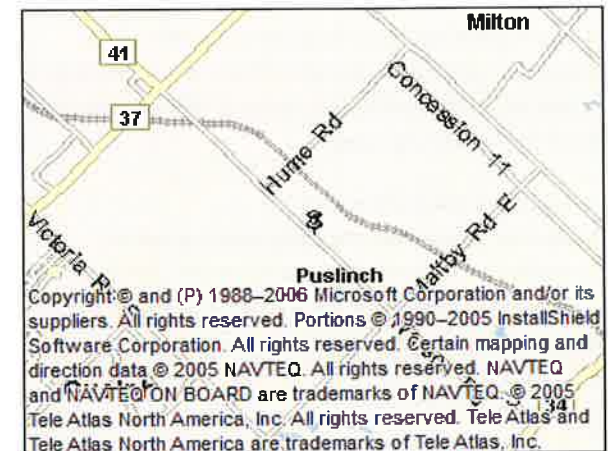
CLERK'S DEPARTMENT	
TO	<i>Mr. Kelly</i>
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Council Agenda	<i>December 15 / 2015</i>
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Community Notification

I.G.#

12

For a 40m Telecommunications
tower located at:



**4725 Watson Road, Puslinch,
ON**

Your local land use authority

In recognition of the Federal Government's exclusive jurisdiction and in an attempt to promote balance, Industry Canada requires that proponents of telecommunication facilities consult with land use authorities as part of their licensing process. The requirement to consult can be found in Industry Canada's document, Client Procedure Circular (CPC) 2-0-03. The purpose of consultation, as outlined in CPC 2-0-03, is to ensure that land use authorities are aware of significant antenna structures and/or installations proposed within their boundaries and that antenna systems are deployed in a manner which considers local surroundings.

Consultation with land-use authorities must respect the Federal Government's exclusive jurisdiction and specifically does not give a municipality the right to veto the proposal. Notwithstanding the Federal Government's exclusive jurisdiction, Vianet Inc. is committed to consultation with the local land use authority (Township of Puslinch).

This pamphlet has been designed to provide all the necessary information as required by Industry Canada to those within the notification radius of 300m measured from the base of the tower.

What about the environment?

Vianet Inc. attests that the radio antenna system described in this notification package will comply with the Canadian Environmental Assessment Act, as this facility is excluded from assessment.

Why is a new tower required?

A radio antenna and tower are the two most important parts of a radio communication system. The antenna is needed to send and receive signals for the radio station. The tower raises the antenna above obstructions such as trees and buildings so that it can send and receive these signals clearly. Each radio station and its antenna system (including the tower) provides radio coverage to a specific geographic area, often called a cell. The antenna system must be carefully located to ensure that it provides a good signal over the whole cell area, without interfering with other stations. In areas where there are many cells, the antennas do not need to be very high. Where the cells are larger (fewer towers), the antennas must be higher above the ground level in order to provide good radio coverage for the whole area.

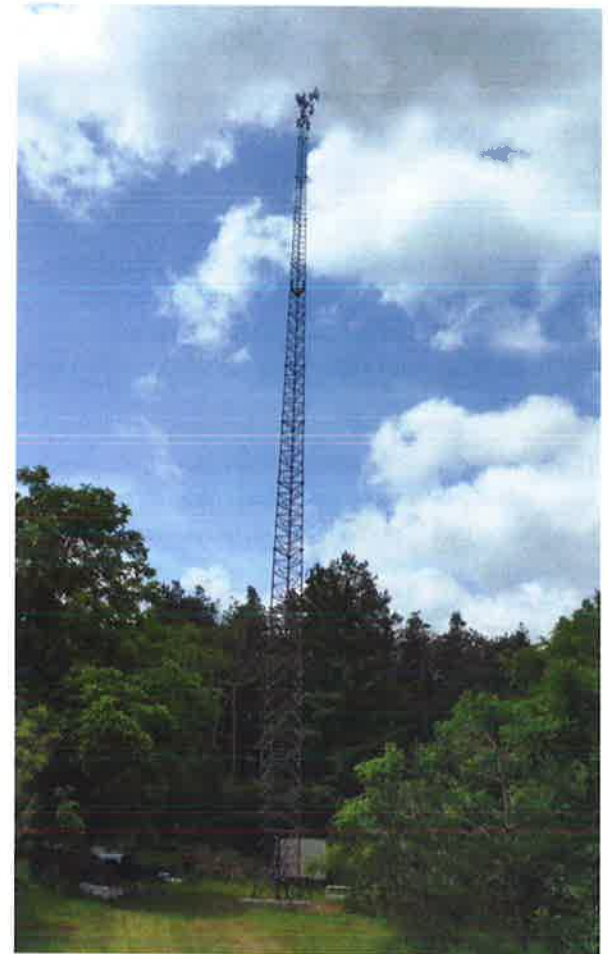
In this case, Vianet Inc. has determined the need for new antennas in order to adequately provide contiguous coverage and service to an E-health customer in Morriston, ON. As a secondary contractor involved in providing backup data services to many Ontario medical facilities under the E-health program, we are tasked with delivering high-speed data connections to medical facilities beyond the reach of traditional wireline connections.

Where will it be located?

The proposed site of the tower is at 4725 Watson Road, Puslinch, ON, approximately 132 metres east of Watson Road. The geographic coordinates for the site are: Latitude 43.526290° Longitude -80.150725°

What will it look like?

Vianet is proposing a 40m self-support tower to improve upon the overall poor coverage in your area. Vianet proposes to install antenna equipment to accomplish our primary goal of providing E-health services to Morriston, and as a spin off, to improve reception and provide high speed internet services to the surrounding area of the proposed site.





Development and Infrastructure Department
The City of Cambridge
50 Dickson Street, P.O. Box 669
Cambridge ON N1R 5W8
Tel: (519) 621-0740 ext. 4575
TTY: (519) 623-6691

RECEIVED

DEC 07 2015

Township of Puslinch

December 2, 2015

Dear Stakeholder:

Re: Cambridge Commercial Review Implementation Study Open House

As you are aware, the City of Cambridge has retained a Consulting Team consisting of Curtis Planning Inc, Malone, Given Parsons Ltd, and Lehman and Associates to prepare a detailed Commercial Implementation Study, which includes preparation of an Official Plan Amendment, a Zoning By-law amendment, and Terms of Reference for Site Specific Retail Market Impact Study.

A stakeholder Open House was held on November 30, 2015 to report on draft recommendations and present the following documents:

- Draft Background Report
- Draft Official Plan Amendment – Commercial Policies
- Draft Zoning By-law Amendment
- Draft Terms of Reference for a Site Specific Market Impact Study



These documents along with a copy of the Power Point presentation made by the Consulting Team at the November 30, 2015 Public Open House is posted on the City of Cambridge website: www.cambridge.ca.

Please submit any comments you have on the draft documents to the City by December 21, 2015, in order for the Consulting Team to finalize their work by early 2016. Please submit any comments or questions to:

Senior Planner – Policy
Development and Infrastructure Department
City of Cambridge
50 Dickson St. P.O. Box 669
Cambridge, ON
N1R 5W8
Phone: (519) 621 - 0740 ext. 4575
Email: smithsonp@cambridge.ca

TTY: (519) 623 - 6691

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Yours truly,

Paul Smithson, MA, MCIP, RPP

**Notice of the Passing of a zoning by-law by
the City of Guelph**

RECEIVED

NOV 17 2015

Township of Puslinch

Guelph City Council passed by-law (2015)-19981, for property at 30 and 65 Hanlon Creek Boulevard (ZC1412) on November 9, 2015, under section 34 of the *Planning Act*, R.S.O. 1990, c. P.13, as amended.

An explanation of the purpose and effect of the by-law as well as a location description of the lands are included. The complete by-law with all the background material is available for inspection at the Infrastructure, Development and Enterprise Department, City Hall, 3rd Floor, 1 Carden Street, Guelph, Ontario from 8:30 a.m. to 4:30 p.m.

By-Law Number (2015)-19980 approving Official Plan Amendment #61 (OP1403) of the Corporation of the City of Guelph was also passed on the November 9, 2015, regarding the same lands.

Any individual, corporation, or public body may appeal the by-law to the Ontario Municipal Board (OMB) by filing a notice of appeal with the City Clerk by December 2, 2015, at 4:30 p.m. The appeal must include the objection to the by-law, the reasons in support of the objection and the \$125 fee paid by **certified cheque or money order payable to the "Minister of Finance"**.

A notice of appeal may not be filed by an unincorporated association or group. However, a notice of appeal may be filed in the name of an individual who is a member of the association or the group on its behalf. The appeal forms are available electronically from the OMB's website, www.omb.gov.on.ca, or in paper format from ServiceGuelph, City Hall, 1st Floor, 1 Carden Street, Guelph, Ontario, from 8:30 a.m. to 4:30 p.m.

No person or public body will be added as a party to the hearing of the appeal of the decision unless, before the by-law was passed, the person or public body made oral submissions at a public meeting or written submissions to the council or, in the opinion of the OMB, there are reasonable grounds to add the person or public body.

DATED at the City of Guelph, November 12, 2015.

Stephen O'Brien
City Clerk
City of Guelph
1 Carden St.
Guelph, ON N1H 3A1

I.G.# 14

CLERK'S DEPARTMENT	
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EXPLANATION OF PURPOSE AND EFFECT AND
FOR BY-LAW NUMBER (2015)-19981

1. By-law Number (2015)-19981 has the following purpose and effect:

The purpose of the proposed Zoning By-law Amendment is to add the following service commercial uses to the list of uses already permitted at 30 and 65 Hanlon Creek Boulevard as follows:

B.2-8 (corner portion of 30 Hanlon Creek Boulevard)

- **Bake Shop**
- **Convenience Store**
- **Courier Service**
- **Day Care Centre**
- **Florist**
- **Financial Establishment**
- **Office**
- **Office Supply**
- **Personal Service Establishment**
- **Postal Service**
- **Recreation Centre**
- **Rental Outlet**
- **Restaurant**
- **Restaurant (take-out)**
- **Tavern**

B.5-7 (65 Hanlon Creek Boulevard)

- **Bake Shop**
- **Convenience Store**
- **Courier Service**
- **Day Care Centre**
- **Florist**
- **Financial Establishment**
- **Office Supply**
- **Personal Service Establishment**
- **Postal Service**
- **Recreation Centre**
- **Rental Outlet**
- **Restaurant**
- **Restaurant (take-out)**
- **Tavern**

B.2-9 (remainder of 30 Hanlon Creek Boulevard)

- **Office**

The proposed Zoning By-law Amendment also amends the minimum off-street parking requirement for the **B.2-8** and **B.5-7** Zones to 1 ***Parking Space*** per 23 square metres of Gross Floor Area.

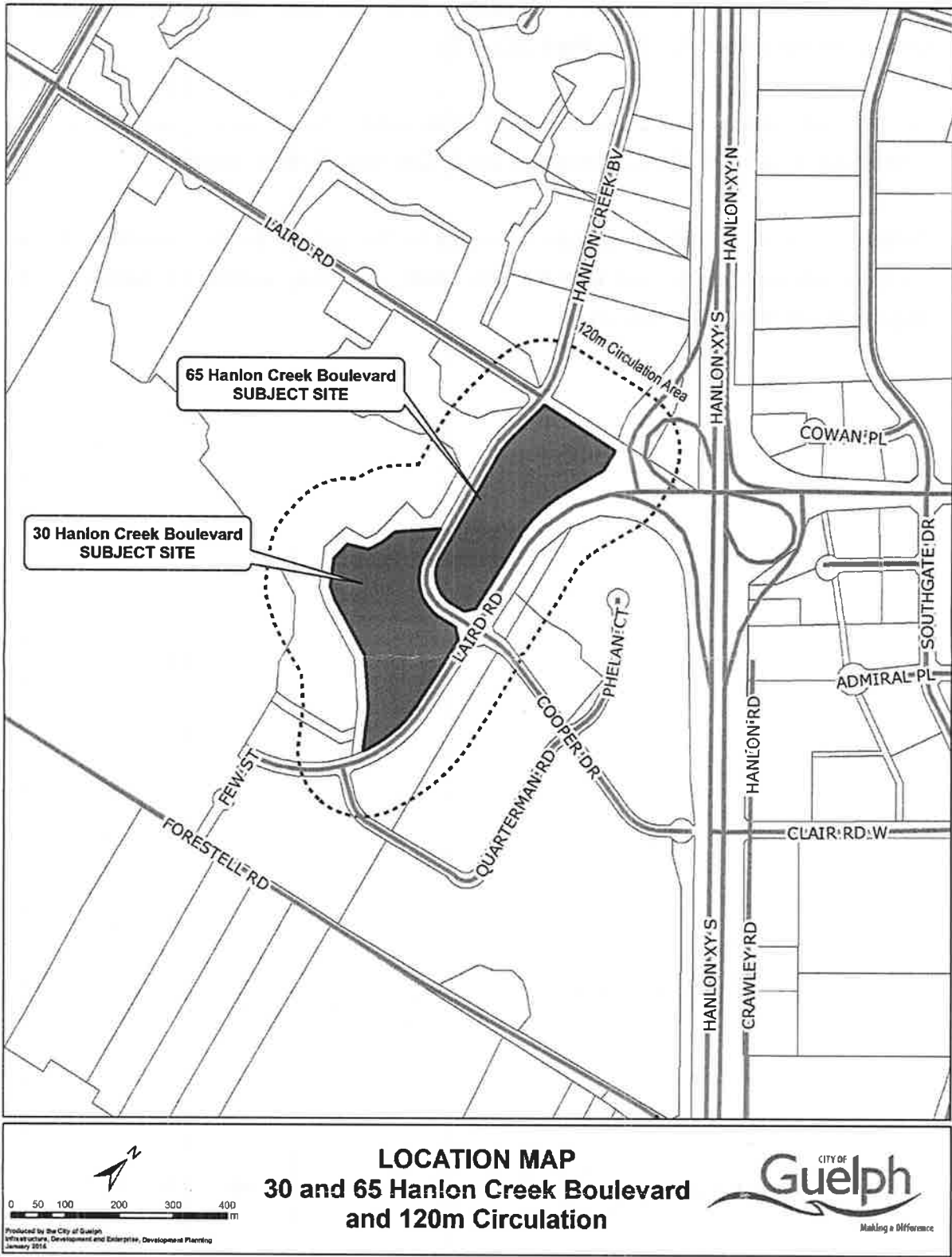
The proposed Zoning By-law Amendment was considered by Guelph City Council at a Public Meeting held on February 9, 2015 and a Decision Report was presented to Council on November 9, 2015 (File# ZC1412)

Further information may be obtained by contacting Infrastructure, Development and Enterprise at 519-837-5616, extension 3313, City Hall, Guelph, Ontario.

Persons desiring to officially support or object to this Zoning By-law Amendment must file their support or objection with the City Clerk, City Hall, Guelph, as outlined on the page entitled "Notice of Passing" .

2. Key map showing the location of the lands to which By-law (2015)-19981 applies:

KEY MAP



Notice of the adoption of an amendment to the Official Plan by the Corporation of the City of Guelph

TAKE NOTICE that the Council of The Corporation of the City of Guelph passed Amendment No. 61 to the Official Plan for the Corporation of the City of Guelph, as By-law (2015)-19980, (30 and 65 Hanlon Creek Boulevard) (OP1403) on the 9th day of November, 2015, under section 17 of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended.

AND TAKE NOTICE that any person or public body may appeal to the Ontario Municipal Board in respect of the proposed Official Plan Amendment by filing with the Clerk of The Corporation of the City of Guelph not later than the 2nd day of December, 2015, at 4:30 p.m., a notice of appeal setting out the specific part of the proposed Official Plan Amendment to which the appeal applies and the reasons in support of the objection. The applicable fee of \$125, **paid by certified cheque or money order**, made payable to the "Minister of Finance" must also be submitted with the appeal.

An explanation of the purpose and effect of the by-law as well as a key map showing the lands to be affected by this by-law, are attached. A complete by-law with all of the related background material is available for inspection at the Infrastructure, Development and Enterprise Department, City Hall, 3rd Floor, 1 Carden Street, Guelph, Ontario, during business hours (8:30 a.m. to 4:30 p.m., Monday to Friday).

By-law Number (2015)-19981 approving an amendment to the Zoning By-law of the Corporation of the City of Guelph (ZC1412) was also passed on the 9th day of November, 2015, regarding the subject lands.

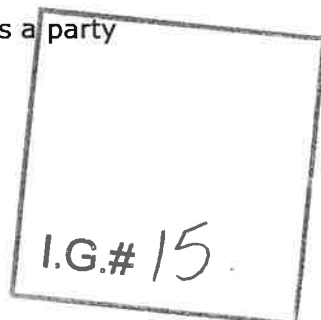
The proposed Official Plan Amendment is exempt from approval by the Ministry of Municipal Affairs and Housing and the decision of Council of The Corporation of the City of Guelph is final if a notice of appeal is not received on or before the last day for filing a notice of appeal.

Only individuals, corporations or public bodies may appeal a decision of the municipality or planning board to the Ontario Municipal Board. A notice of appeal may not be made by an unincorporated association or group. However, a notice of appeal may be made in the name of an individual who is a member of the association or the group on its behalf. If you wish to appeal to the Ontario Municipal Board, a copy of an appeal form is available from the Ontario Municipal Board website at www.omb.gov.on.ca or you may obtain the forms from the City Clerk's Department, c/o ServiceGuelph, 1st Floor, City Hall, 1 Carden Street, Guelph, Ontario during business hours (8:30 a.m. to 4:30 p.m., Monday to Friday).

No person or public body shall be added as a party to the hearing of the appeal unless, before the plan was adopted, the person or public body made oral submissions at a public meeting or written submissions to the council or, in the opinion of the Ontario Municipal Board, there are reasonable grounds to add the person or public body as a party

DATED at the City of Guelph this 12th day of November, 2015.

Stephen O'Brien
City Clerk
City of Guelph
1 Carden Street
Guelph, Ontario N1H 3A1



EXPLANATION OF PURPOSE AND EFFECT AND
KEY MAP FOR BY-LAW NUMBER (2015)-19980

1. By-law Number (2015)-19980 has the following purpose and effect:

The proposed Official Plan Amendment would add two site specific policies to the Official Plan.

The first site specific policy would permit service commercial uses in free standing or multi-tenant buildings in the "Industrial" and "Corporate Business Park" land uses designations on the corner portion of the property municipally known as 30 Hanlon Creek Boulevard and legally described as Part of Block 2, Registered Plan 61M-176 and all of the property municipally known as 65 Hanlon Creek Boulevard and legally described as Block 1, Registered Plan 61M-176. Specific service commercial uses would be permitted provided that such uses are directly related to, associated with and directly supportive of the corporate business park and industrial uses in the Hanlon Creek Business Park.

The second site specific policy would permit office uses in free standing or multi-tenant buildings in the "Industrial" land use designation on the property municipally known as 30 Hanlon Creek Boulevard and legally described as Block 2 on Registered Plan 61M-176.

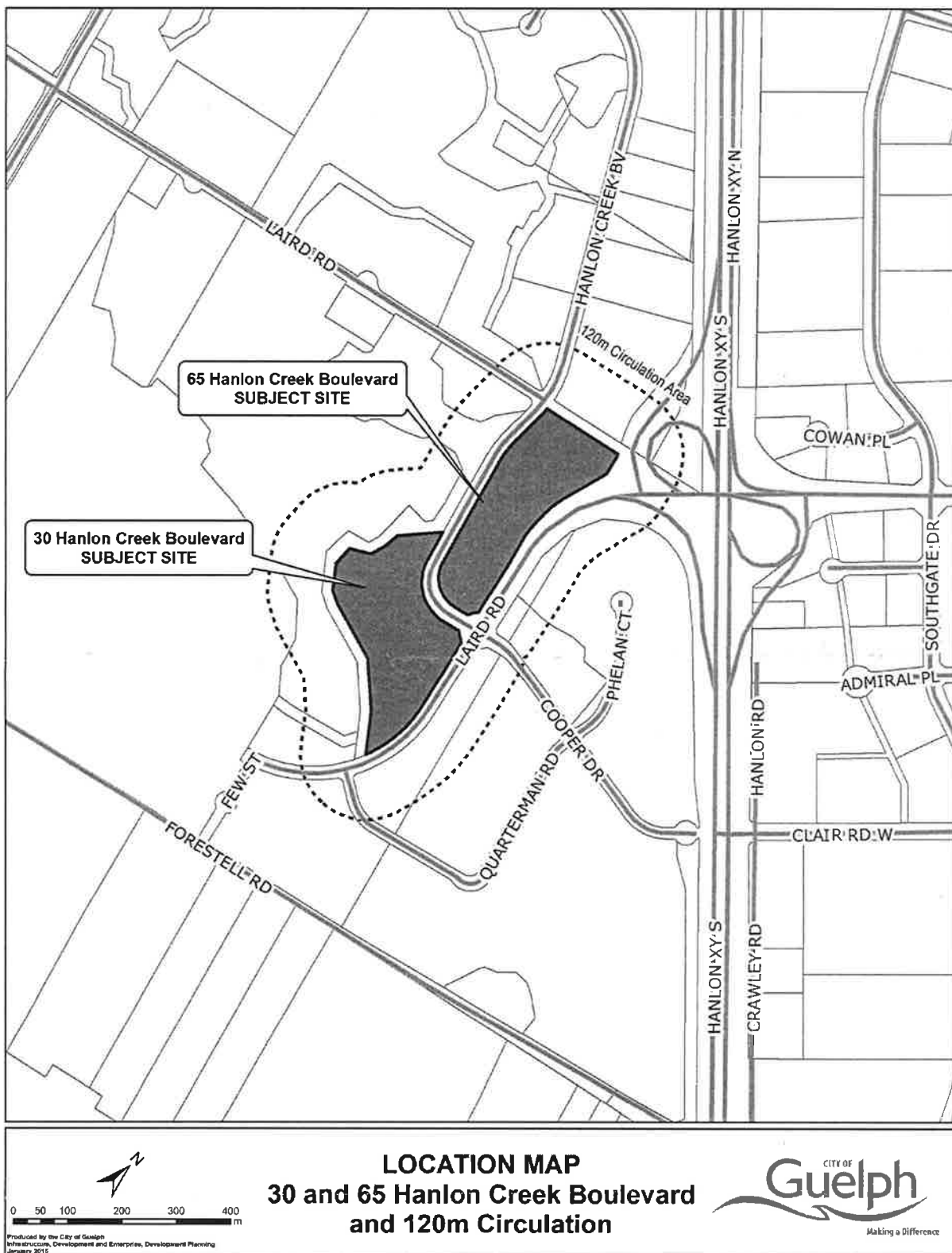
The proposed Official Plan Amendment was considered by Guelph City Council at a Public Meeting held on February 9, 2015 and was approved by Guelph City Council on November 9, 2015 (File #OP1403).

Further information may be obtained by contacting or visiting Planning, Urban Design and Building Services, 519-837-5616, extension 3313, City Hall, Guelph, Ontario.

Persons desiring to officially support or object to this Official Plan amendment must file their support or objection with the City Clerk, City Hall, Guelph, as outlined on the page entitled "Notice of Passing".

2. Key map showing the location of the lands to which By-law (2015)-19980 applies:

KEY MAP





Hamilton

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NOV 17 2015

Township of Puslinch

City Clerk
71 Main Street West
Hamilton ON L8P 4Y5
Phone: 905-546-2424 Fax: 905-546-2095
www.hamilton.ca

NOTICE OF PUBLIC MEETING

Amendments to the Rural Hamilton Official Plan and Modifications and Corrections to all Former Municipal Zoning By-laws and Hamilton Zoning By-law No. 05-200

What? The Planning Committee is holding a Public Meeting to consider City Initiative CI-15-H to consider site specific amendments to the Rural Hamilton Official Plan (RHOP) and for modifications and corrections to the former Municipal Zoning By-laws and City of Hamilton Zoning By-law No. 05-200 to address the following amendments:

- rectifying an administrative error (i.e. section numbers) in Dundas By-law No. 3581-86;
- repealing the definition of height from Flamborough By-law No. 90-145-Z, as amended by By-law No. 15-069 and Glanbrook By-law No. 464, as amended by By-law No. 15-070;
- adding a definition of grade to Ancaster By-law No. 87-57 and Glanbrook By-law No. 464;
- revising the definition of model home and clarifying the model home regulations in all By-laws;
- clarifying the accessory buildings regulations in By-law No. 05-200;
- recognizing the existing self-storage facility as a permitted use on the property at 917 Centre Road in the RHOP and Flamborough By-law No. 90-145-Z;
- adding a Motor Vehicle Service Station as an additional permitted use at 2187 Regional Road 56; and,
- allowing for the expansion of the existing agricultural processing facility on the property at 432 Highland Road East in the RHOP and By-law No. 05-200.

When? Tuesday, December 1, 2015 starting at 9:30 AM

Where? Council Chambers, 2nd Floor, City Hall
71 Main Street West, Hamilton

Why?

Rural Hamilton Official Plan Amendment

The purpose and effect of the Official Plan Amendment is to introduce a site specific policy to the Flamborough Centre Rural Settlement Area Plan to recognize an existing self-storage facility and to permit the expansion of an existing agricultural processing facility in the rural area of Stoney Creek.

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Hamilton

City Clerk
71 Main Street West
Hamilton ON L8P 4Y5
Phone: 905-546-2424 Fax: 905-546-2095
www.hamilton.ca

Zoning By-law Amendments

The purpose of the Amendments is to amend definitions and regulations, to correct minor administrative issues and to address Council approved motions.

The effect of the Amendments is to ensure that the By-laws remain up to date, clarify interpretation issues within the Zoning By-laws, provide consistency across all By-laws, to recognize an existing use and allow for the expansion of an existing use.

HOW:

Accessing the Proposed Amendments and Report

Copies of the proposed Official Plan Amendment will be available on and after November 13, 2015, at the City of Hamilton Planning and Economic Development Department, City Hall, 71 Main Street West, 4th Floor from 8:30 a.m. – 4:30 p.m.

Copies of the staff report will be available on and after November 25, 2015, online at www.hamilton.ca/planningcommittee and at the City of Hamilton Clerks Department, City Hall, 71 Main Street West, 1st Floor from 8:30 a.m. – 4:30 p.m.

Additional Information

If you wish to submit comments for inclusion in the Agenda for the Meeting, please contact Ida Bedioui (contact information below) prior to November 30, 2015. Anyone interested in making a presentation is asked to pre-register as a delegation by no later than 12:00 noon on November 30, 2015 by contacting:

Ida Bedioui

City Clerks Office, 1st Floor, 71 Main Street West, Hamilton, Ontario L8P 4Y5

Phone: 905-546-2424 Ext. 4605

Email: Ida.Bedioui@hamilton.ca

Information respecting this process is being collected under the authority of the *Planning Act*, R.S.O. 1990, c.P.13. All comments and opinions submitted to the City of Hamilton on this matter, including the name, address and contact information of persons submitting comments and/or opinions will become part of the public record and will be made available to the general public.

Information will be collected in accordance with the *Freedom of Information and Protection of Privacy Act*. With the exception of personal information, all comments will become part of the public record.

If you have any accessibility requirements in order to participate in this program or event, please contact one of the people listed in this ad. Advanced requests are highly encouraged to enable us to meet your needs adequately.



Hamilton

City Clerk
71 Main Street West
Hamilton ON L8P 4Y5
Phone: 905-546-2424 Fax: 905-546-2095
www.hamilton.ca

Appeals

In accordance with the provisions of the *Planning Act*, please be advised of the following:

- a) If you wish to be notified of the adoption of the proposed Official Plan Amendment and Zoning By-law Amendments, or the refusal of the request to amend the Official Plan or Zoning By-laws, you must make a written request to: Legislative Co-ordinator, Planning Committee, City of Hamilton, 71 Main Street West, 1st Floor, Hamilton, Ontario, L8P 4Y5.
- b) If a person or public body does not make oral submissions at a public meeting or make written submissions to the City of Hamilton before the proposed Official Plan Amendment or Zoning By-law Amendments are adopted, the person or public body is not entitled to appeal the decision of the Council of the City of Hamilton to the Ontario Municipal Board.
- c) If a person or public body does not make an oral submission at a public meeting or make a written submission to the City of Hamilton before the proposed Official Plan Amendment or Zoning By-law Amendments are adopted, the person or public body may not be added as a party to the hearing of an appeal before the Ontario Municipal Board, unless, in the opinion of the Board, there are reasonable grounds to add the person or public body as a party.

Contact:

For further information on the Amendments, please contact:

Peter De Iulio

Planning & Economic Development Department

City of Hamilton

71 Main Street West, 4th Floor, Hamilton, Ontario, L8P 4Y5

Phone: 905-546-2424 Ext. 1345

E-Mail: peter.deiulio@hamilton.ca

This Notice issued November 13, 2015



REPORT FIN-2015-038

TO: Mayor and Members of Council

FROM: Paul Creamer, Director of Finance/Treasurer

MEETING DATE: December 16, 2015

SUBJECT: Annual Indexing of Development Charges
File No. F20 MMA

RECOMMENDATIONS

That Report FIN-2015-038 regarding the Annual Indexing of Development Charges be received.

PURPOSE

To provide the Development Charge rates for 2016. The rates are determined by applying the Construction Price Index to the 2015 rates.

BACKGROUND

Development Charges are collected for the Township under By-law 054/14. Section 5 of the Township of Puslinch's By-law states that the development charges imposed shall be adjusted annually, without amendment to this By-law, on January 1st of each year, in accordance with the prescribed index in the Act.

The Development Charges Act, 1997, s.7. states the following:

"The Statistics Canada Quarterly, Construction Price Statistics, catalogue number 62-007 is prescribed as the index for the purposes of paragraph 10 of subsection 5 (1) of the Act. O. Reg. 82/98, s. 7."

DISCUSSION

The adjustments are made based on the most recent twelve-month change in the Statistics Canada Quarterly, "Construction Price Statistics" (catalogue number 62-007). The index has increased by 1.80% from the third (3rd) quarter of 2014 to the third (3rd) quarter of 2015.

Therefore, Township of Puslinch staff will implement an indexing factor increase of 1.80% effective January 1, 2016. Schedule 1, Table 1 shows the current rates for 2015 and Table 2 shows the indexed rates for 2016.

Residential Development: $\$4,817/\text{dwelling unit} * 1.018 = \$4,904/\text{dwelling unit}$

Non-Residential Development: $\$2.25/\text{square foot} * 1.018 = \$2.29/\text{square foot}$

FINANCIAL IMPLICATIONS

Development Charges are an important way of funding facilities and services directly related to new development in the Township of Puslinch. The annual indexing provision in By-Law 054/14 helps to offset increases to initial development cost estimates identified for various growth-related capital projects.

APPLICABLE LEGISLATION AND REQUIREMENTS

As per Section 7 of the Development Charges Act, 1997, the Statistics Canada Quarterly, Construction Price Statistics, catalogue number 62-007 is prescribed as the index for purpose of paragraph 10 of subsection 5 (1) of the Act. O. Reg. 82/98, s. 7.

ATTACHMENTS

Schedule 1: Schedule of Development Charges

Schedule 2: Non-residential Building Construction Price Index – Not seasonally adjusted

Table 1
Schedule of Development Charges
January 1, 2015 - December 31, 2015

Service	RESIDENTIAL				NON-RESIDENTIAL
	Single and Semi-Detached Dwelling	Apartments - 2 Bedrooms +	Apartments - Bachelor and 1 Bedroom	Other Multiples	(per ft ² of Gross Floor Area)
Municipal Wide Services:					
Roads and Related	\$2,798	\$1,695	\$1,147	\$2,127	\$1.62
Fire Protection Services	\$1,459	\$884	\$598	\$1,109	\$0.46
Parks and Recreation	\$317	\$192	\$130	\$241	\$0.03
Administration - Studies	\$243	\$147	\$100	\$185	\$0.14
Total Municipal Wide Services	\$4,817	\$2,918	\$1,975	\$3,662	\$2.25

Table 2
Schedule of Development Charges
January 1, 2016 - December 31, 2016

Service	RESIDENTIAL				NON-RESIDENTIAL
	Single and Semi-Detached Dwelling	Apartments - 2 Bedrooms +	Apartments - Bachelor and 1 Bedroom	Other Multiples	(per ft ² of Gross Floor Area)
Municipal Wide Services:					
Roads and Related	\$2,848	\$1,726	\$1,168	\$2,165	\$1.65
Fire Protection Services	\$1,485	\$900	\$609	\$1,129	\$0.47
Parks and Recreation	\$323	\$195	\$132	\$245	\$0.03
Administration - Studies	\$247	\$150	\$102	\$188	\$0.14
Total Municipal Wide Services	\$4,904	\$2,971	\$2,011	\$3,728	\$2.29



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Table 1

Non-residential Building Construction Price Index ¹ – Not seasonally adjusted

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[CSV \(1 KB\)](#)

	Relative importance 2	Third quarter 2014	Second quarter 2015 ^r	Third quarter 2015 ^p	Second quarter to third quarter 2015	Third quarter 2014 to third quarter 2015
	%	(2002=100)	(2002=100)	(2002=100)	% change	% change
Composite index	100.0	154.5	155.9	155.3	-0.4	0.5
Halifax	1.7	148.7	150.2	150.6	0.3	1.3
Montréal	21.1	145.3	146.6	145.7	-0.6	0.3
Ottawa– Gatineau, Ontario part 3	4.2	158.5	160.0	160.0	0.0	0.9
Toronto	30.5	154.4	156.8	157.2	0.3	1.8
Calgary	15.7	175.2	175.3	173.1	-1.3	-1.2
Edmonton	13.7	173.2	172.8	170.5	-1.3	-1.6
Vancouver	13.1	149.5	151.1	151.5	0.3	1.3

^r revised

^p preliminary

Source(s): CANSIM table 327-0043.

Date modified:

2015-11-10



REPORT ADM-2015-022

TO: Mayor and Members of Council

FROM: Meghan Yzerman, Legislative Assistant

DATE: December 16, 2015

SUBJECT: Agreement with County of Wellington – Lease of Library Space – Puslinch Historical Society

FILE No.: L04-WEL

RECOMMENDATIONS

That Report ADM-2015-022 regarding the Agreement (Indenture) with County of Wellington – Lease of Library Space for the Puslinch Historical Society – to be received; and

That Council enact a by-law to authorize the Mayor and Clerk to execute the renewal of the Agreement (Indenture) with County of Wellington.

PURPOSE

The purpose of this report is to obtain authorization from Council to enter into a renewal Agreement (Indenture) with County of Wellington for the extension of an existing Agreement (Indenture) dated September 15, 2010.

SUMMARY

The Puslinch Historical Society houses its historical information and archives within the Puslinch Library, a branch of the County of Wellington. This archival record, consisting of over 4,000 items has been thriving in this location and offers the public a local, green space wherein they can conduct research; locate Puslinch Township records and or photographs. Volunteers are an integral part of the categorization and organization of new material for archival purposes to allow for easy access of same. This archive also holds both local and international family history information and genealogy, which have become an important part of the Historical Society's records.

The Puslinch Historical Society also rightfully boasts an attractive and easily accessible website that acts as a resource and information online hub for the public.

The 2010-2015 Agreement (Indenture) with County of Wellington with respect to the use of premises within the Puslinch Library by the Puslinch Historical Society, expires on

December 31, 2015. The Puslinch Historical Society has expressed an interest to the Township that it wishes to continue a lease agreement (Indenture) with the County of Wellington, through the Township with respect to the rental of premises within the Puslinch Library. The proposed renewal of the existing Agreement (Indenture) has been discussed, reviewed and approved by the County of Wellington at its Council meeting held on **September 24, 2015.**

Below is a summary of the terms of the existing Agreement as follows:

TERM OF LICENCE

- (a) Landlord:** County of Wellington
Address: 74 Woolwich Street, Guelph, Ontario N1H 3T9
- (b) Tenant:** Township of Puslinch
7404 Wellington Rd 34, Guelph, Ontario N1H 6H9
- (c) Premises:** Part of the building on the lands and premises being described as Part of Lot 21, Concession 7, Township of Puslinch comprised in Part 1 of Plan 61-R-11408;
- (d) Rentable Area of the Premises;** approximately 320 square feet subject to Section 2.2;
- (e) Term:** Two (2) years subject to Sections 2.3 and 2.4
Commencement Date: January 1st, 2016, subject to Section 2.4
End of Term: December 31st, 2017, subject to Sections 2.3 and 2.4

SCOPE

- Use of a rentable area of the premises, defined as “meeting and office” space within the Puslinch Library, branch of County of Wellington by the Historical Society of Puslinch for archival purposes.

TERMINATION

- The Township (Tenant) or the Landlord (County of Wellington) shall have the right to terminate this lease by providing the other party with twelve **(12)** months' **prior written notice at any time.**

INSURANCE

- **The Tenant (Township of Puslinch)** shall, at its sole cost and expense, take out and maintain in full force and effect, at all times throughout the Term, the following insurance:
 - (a) **"All Risks" insurance on property** of every description and kind owned by the Tenant, or for which the Tenant is legally liable, or which is installed by or on behalf of the equipment, partitions, trade fixtures and Leasehold Improvements, in an amount not less than the full replacement cost thereof from time to time;
 - (b) **General Liability and property damage insurance**, including personal liability, contractual liability, tenants' legal liability, non-owned automobile liability, and owners' and contractors' protective insurance coverage with respect to the Premises; (*see pg. 11 of Indenture*) wherein such policies shall be written on a comprehensive basis with **coverage for any one (1) occurrence or claim of not less than five million dollars (\$5,000,000)** or such higher limits as the Landlord may reasonably require from time to time;
 - (c) **Board form comprehensive boiler and machinery insurance** on a blanket repair and replacement basis; (*see pg. 11 of Indenture*)
 - (d) **Business interruption insurance** in an amount sufficient to cover the Tenant's Rent for a **period of not less than twelve (12) months** and; (*see pg. 11 of Indenture for further tenant requirements*)
- **The Landlord (County of Wellington):**
 - (9.2) The landlord shall provide and maintain insurance on the premises against loss, damage or destruction caused by fire and extended perils under a standard extended form of fire insurance policy in such amounts as ; (*see pg. 12 of Indenture*).
 - (9.2) The landlord's insurance shall also include board form boiler and machinery insurance on a blanket repair and replacement basis, with limits for each accident in an amount not less than the full replacement costs of the Premises.

The 2010-2015 Agreement (Indenture) required the submission of the above insurance requirements, certificate of insurance of all such policies related to the above requirements laid out in the Agreement (Indenture) to the Landlord (County of Wellington) upon written request from same and this condition shall continue into the extension of the Agreement (Indenture).

FINANCIAL IMPLICATIONS

The Township of Puslinch must incur various rent and operating costs for use of the space within the Puslinch Library, by the Puslinch Historical Society;

Financial information was gathered from financial records kept by the township and the help of the financial department with respect to exact figures.

- Total costs to the Township inclusive of rent, operating and insurance costs totals: **\$4,673.94** for the 2015 year.
- The total budgeted amount payable to the County of Wellington for 2015 was **\$4,510.00**.

*The amount of **\$173.94** is a cost incurred by the Township from the County of Wellington, defined as a year-end reconciliation cost for utilities.

- *The Township does in fact have an up to date Certificate of Insurance through the company Frank Cowan that covers all insurance responsibilities of the Township (as outlined in the Agreement) with respect to the library and rental of same, however there is no additional cost incurred by the Township.

APPLICABLE LEGISLATION AND REQUIREMENTS

Municipal Act, S.O. 2001, C. 25

Resolution Number: 3 from the Council Meeting date of September 15, 2010

ATTACHMENTS

Schedules:

1. Original Indenture (copy)
2. Schedules from Indenture (copy)

Schedules

Schedule 1: Original Agreement (Indenture) – Copy

THIS INDENTURE

made the ~~15th~~ day of ~~September~~ 2010

In Pursuance of the Short Forms of Leases Act

B E T W E E N

THE CORPORATION OF THE COUNTY OF WELLINGTON

hereinafter called the "Landlord"

OF THE FIRST PART

and

THE CORPORATION OF THE TOWNSHIP OF PUSLINCH

hereinafter called the "Tenant"

OF THE SECOND PART

WITNESSETH AS FOLLOWS:

ARTICLE 1 – BASIC TERMS, DEFINITIONS

1.1 Basic Terms

- (a) Landlord: The Corporation of the County of Wellington
Address: 74 Woolwich Street, Guelph, Ontario N1H 3T9;
- (b) Tenant: The Corporation of the Township of Puslinch
Address: 7404 Wellington Road 34, Guelph, Ontario N1H 6H9
- (c) Premises: Part of the building on the lands and premises being described as Part of Lot 21, Concession 7, Township of Puslinch comprised in Part 1 of Plan 61R-11408;
- (d) Rentable Area of the Premises: approximately 320 square feet subject to Section 2.2;

- (e) Term: Five (5) years subject to Sections 2.3 and 2.4
Commencement Date: , subject to Section 2.4
End of Term: , subject to Sections 2.3 and 2.4
- (f) Basic Rent (Section 4.1): the sum of THREE THOUSAND TWO HUNDRED DOLLARS (\$3,200.00) per annum payable at par at Guelph, Ontario, in equal quarterly instalments each in advance on the said term, the first payment to be made on the 1st day of , 2011.
- (g) Permitted Use (Section 7.1): Meeting and office space as determined by the Tenant;

Schedules forming part of this Lease:

Schedule "A": Operating Costs comprising Additional Rent

Schedule "B": Operating Costs not comprising Additional Rent

Schedule "C": Services and facilities to be provided by Landlord

1.2 Definitions

In this Lease, unless there is something in the subject matter or context inconsistent therewith, the following terms have the following respective meanings:

- (a) "Additional Rent" means payments on account of the Landlord's insurance, payments on account of Realty Taxes, payments for utilities and all other amounts, excluding Basic Rent and Rental Taxes, payable by the Tenant in accordance with the terms of this Lease;
- (b) "Basic Rent" means the basic rent payable by the Tenant pursuant to Section 4.1;
- (c) "Building Systems" means:
 - (i) the HVAC System and all other systems, services, installations and facilities from time to time installed in or servicing the Premises (or any portion thereof) including, but not limited to, the elevators and escalators and the following systems, services, installations and facilities: mechanical (including plumbing, sprinkler, drainage and sewage), electrical and other utilities, lighting, sprinkler, life safety (including fire prevention, communications, security and surveillance), computer (including environmental, security and lighting control), ice and snow melting, refuse removal, window washing, and music; and
 - (ii) all machinery, appliances, equipment, apparatus, components, computer software and appurtenances forming part of or used for or in connection with any of such systems, services, installations and facilities including, but not limited to, boilers, motors, generators, fans, pumps, pipes, conduits, ducts, valves, wiring, meters and controls, and the structures and shafts housing and enclosing any of them;
- (d) "Commencement Date" means the date set out in Section 1.1(e), as such may be varied pursuant to the terms of this Lease;

- (e) "Event of Default" has the meaning set out in Section 13.1;
- (f) "HVAC System" means all interior climate control (including heating, ventilating, and air-conditioning) systems, installations, equipment and facilities in or servicing the Premises;
- (g) "Leasehold Improvements" means all fixtures, improvements, installations, alterations and additions from time to time made, erected or installed by or on behalf of the Tenant or any former occupant of the Premises, including doors, hardware, partitions (including moveable partitions) and wall-to-wall carpeting, but excluding trade fixtures and furniture and equipment not in the nature of fixtures;
- (h) "Mortgage" means any mortgage or other security against the Premises and/or the Landlord's interest in this Lease, from time to time;
- (i) "Mortgagee" means the holder of any Mortgage from time to time;
- (j) "Premises" means the lands and premises identified in Section 1.1(c) and having the Rentable Area as set out in Section 1.1(d), and all rights and easements appurtenant thereto;
- (k) "Realty Taxes" means all real property taxes, rates, duties and assessments (including local improvement rates), impost charges or levies, whether general or special, that are levied, charged or assessed from time to time by any lawful authority, whether federal, provincial, municipal, school or otherwise, and any taxes payable by the Landlord which are imposed in lieu of, or in addition to, any such real property taxes, whether of the foregoing character or not, and whether or not in existence at the commencement of the Term, and any such real property taxes levied or assessed against the Landlord on account of its ownership of the Premises or its interest therein, but specifically excluding any taxes assessed on the income of the Landlord;
- (l) "Rent" means all Basic Rent and Additional Rent;
- (m) "Rentable Area of the Premises" means the area of the building forming part of the Premises measured to the outside surface of the outer building wall and, for greater certainty, excludes storage areas and parking areas, and as may be adjusted from time to time to reflect any alteration, expansion, reduction, recalculation or other change, determined in accordance with the Building Owners and Managers Association ("BOMA") standard method of measurement then in effect from time to time;
- (n) "Rental Taxes" means any and all taxes or duties imposed on the Landlord or the Tenant measured by or based in whole or in part on the Rent payable under the Lease, whether existing at the date of this Lease or hereinafter imposed by any governmental authority, including, without limitation, Goods and Services Tax, value added tax, business transfer tax, retail sales tax, federal sales tax, excise taxes or duties, or any tax

similar to any of the foregoing;

- (o) "Term" means the period specified in Section 1.1(e) and, where the context requires, any renewal, extension or overholding thereof;
- (p) "Transfer" means an assignment of this Lease in whole or in part, a sublease of all or any part of the Premises, any transaction whereby the rights of the Tenant under this Lease or to the Premises are transferred to another person, any transaction by which any right of use or occupancy of all or any part of the Premises is shared with or conferred on any person, any mortgage, charge or encumbrance of this Lease or the Premises or any part thereof, or any transaction or occurrence whatsoever which has changed or will change the identity of the person having lawful use or occupancy of any part of the Premises; and
- (q) "Transferee" means any person or entity to whom a Transfer is or is to be made.

Article 2 — Demise and Term

2.1 Demise

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be paid, observed, and performed, the Landlord demises, and leases to the Tenant and the Tenant rents from the Landlord the Premises. The Tenant accepts the Premises on an "as is" basis.

2.2 Measurement

The Landlord may arrange for the Rentable Area of the Premises to be measured by its architect, surveyor, or other space measurer and, if the area measured is different than that set out in Section 1.1(d), the Rent will be adjusted in accordance with the measured area. The Landlord will advise the Tenant in writing of the area measurement. If the Landlord does not arrange for such measurement, the Rentable Area of the Premises shall be deemed to be the area set out in Section 1.1(d).

2.3 Term

The Term shall commence on the Commencement Date, run for the period set out in Section 1.1(e), and end on the date set out in Section 1.1(e), unless terminated earlier pursuant to the provisions of this Lease.

2.4 Delay in Possession

Should the Tenant be delayed by any fault of the Landlord or any other reason (other than the fault of the Tenant) in taking possession of the Premises on the Commencement Date, then and only then shall the start of the Commencement Date and the Term be postponed for the same number of days that the Tenant is delayed in taking possession of the Premises. The Tenant acknowledges and agrees that such postponement shall be full settlement for any claims it might have against the Landlord for such delay.

2.5 Overholding

If, at the expiration of the initial Term or any subsequent renewal or extension thereof, the Tenant shall continue to occupy the Premises without further written agreement, there shall be no tacit renewal of this Lease, and the tenancy of the Tenant thereafter shall be from month to month only, and may be terminated by either party on one (1) month's notice. Rent shall be payable in advance on the first day of each month equal to the sum of one hundred and three percent (103%) of the monthly instalment of Basic Rent payable during the last year of the Term and one-twelfth (1/12) of all Additional Rent charges provided for herein, determined in the same manner as if this Lease had been renewed, and all terms and conditions of this Lease shall, so far as applicable, apply to such monthly tenancy.

Article 3 — Rent

3.1 Covenant to Pay, Net Lease

The Tenant covenants to pay Rent as provided in this Lease. It is the intention of the parties that the Rent provided to be paid shall be net to the Landlord and clear of all taxes, costs and charges arising from or relating to the Premises, and that the Tenant shall pay, as Additional Rent, all charges, impositions and expenses of every nature and kind relating to the Premises (except the Landlord's income taxes, and except as otherwise specifically provided) as set out in **Schedule A** hereto and in the manner hereinafter provided, and the Tenant covenants with the Landlord accordingly.

3.2 Rental Taxes

The Tenant will pay to the Landlord the Rental Taxes, if any assessed on: (a) the Rent; (b) the Landlord; and/or (c) the Tenant pursuant to the laws, rules and regulations governing the administration of the Rental Taxes by the authority having jurisdiction, and as such may be amended from time to time during the Term of this Lease or any extension thereof. The Rental Taxes shall not be deemed to be Additional Rent under this Lease, but may be recovered by the Landlord as though they were Additional Rent.

3.3 Payment Method

The Landlord may at any time, and from time to time, require the Tenant to provide to the Landlord either: (a) a series of quarterly post-dated cheques, each cheque in the amount of the quarterly instalment of Rent; or (b) authorization and documentation required to automatically debit the Tenant's bank account for such amounts. In the event of any change in the estimates of Additional Rent, the Landlord may require a new series of post-dated cheques or new documentation (as applicable).

3.4 Rent Past Due

If the Tenant fails to pay any Rent when the same is due and payable, such unpaid amount shall bear interest at the rate of eighteen percent (18%) per annum (calculated monthly at the rate of one and one-half percent (1.5%)), such interest to be calculated from the time such Rent becomes due until paid by the Tenant.

3.5 Partial Periods

If the Term commences on any day other than the first day of the month, or ends on any day other than the last day of the month, Rent for the fractions of a month at the commencement and at the end of the Term shall be calculated on a *pro rata* basis and shall be payable on the first day of the partial month.

Article 4 — Basic Rent

4.1 Basic Rent

The Tenant covenants and agrees to pay, from and after the Commencement Date, to the Landlord at the office of the Landlord, or to such other person or at such other location as the Landlord shall direct by notice in writing, in lawful money of Canada, without any prior demand therefore and without any deduction, abatement or set-off whatsoever, as annual Basic Rent, the sum(s) set out in Section 1.1(f) of this Lease in equal quarterly instalments in advance in the amount(s) set out in Section 1.1(f), on the first day of each and every quarter during the Term.

Article 5 — Additional Rent

5.1 Additional Rent

(1) In addition to the Basic Rent reserved in favour of the Landlord, the Tenant shall, throughout the Term, pay to the Landlord or as otherwise provided in this Lease, in lawful money of Canada, without any deduction, abatement or set-off whatsoever, as Additional Rent the following costs incurred and attributable to the Premises:

- (a) all Realty Taxes levied, rated, charged or assessed on or in relation to the Premises, as indicated in Schedule A;
- (b) all charges, costs, accounts and any other sums payable by reason of the supply of utilities and services to the Premises, as indicated in Schedule A; and
- (c) all other sums, amounts, costs, cost escalations and charges specified in this Lease to be payable by the Tenant.

(2) All of the payments set out in this Lease (other than Rental Taxes) shall constitute Basic Rent or Additional Rent, and shall be deemed to be and shall be paid as rent, whether or not any payment is payable to the Landlord or otherwise, and whether or not paid as compensation to the Landlord for expenses to which it has been put. The Landlord has all the rights against the Tenant for default in payment of Additional Rent that it has against the Tenant for default in payment of Basic Rent.

(3) The Tenant shall pay to the Landlord all Additional Rent set out herein in equal quarterly instalments together with the Basic Rent. Prior to the commencement of each year, the Landlord shall estimate the amount of such equal quarterly instalments and notify the Tenant in writing of such estimate.

5.3 Business and Other Taxes

In each and every year during the Term, the Tenant shall pay as Additional Rent, discharge within thirty (30) days after they become due, and indemnify the Landlord from and against payment of, and any interest or penalty in respect of, the following:

- (a) every tax, licence fee, rate, duty and assessment of every kind with respect to any business carried on by the Tenant in the Premises or by any subtenant, licensee, concessionaire or franchisee or anyone else, or in respect of the use or occupancy of the Premises by the Tenant, its subtenants, licensees, concessionaires or franchisees, or anyone else (other than such taxes as income, profits or similar taxes assessed on the income of the Landlord); and
- (b) all Realty Taxes in respect of tenant's fixtures, Leasehold Improvements, equipment, or facilities on or about the Premises, and any Realty Taxes occurring as a result of any reason peculiar to the Tenant.

5.4 Annual Readjustment of Additional Rent

As soon as practicable after the expiration of each year, the Landlord shall make a final determination of Realty Taxes, and other estimated Additional Rent, based on the actual costs incurred therefore by the Landlord, and shall notify the Tenant of such determination, providing reasonable details as to the breakdown and calculation thereof. If there has been a shortfall in the amounts payable by the Tenant for such period, the Tenant shall pay such shortfall within thirty (30) days after delivery of the Landlord's notice. Any overpayment may be paid by the Landlord to the Tenant without interest, or credited to the Tenant's account and held by the Landlord without interest, to be applied to payments falling due under this Lease. In the event of any dispute, the report of the Landlord's auditor or accountant as to Additional Rent shall be conclusive as to the amount thereof for any period to which such report relates. Neither the Landlord nor the Tenant may claim any adjustment on account of Additional Rent for any fiscal period more than two (2) years after the date of delivery of the statement for such period.

Article 6 — Utilities and Building Systems

6.1 Payment for Utilities

The Tenant shall pay promptly when due all charges, costs, accounts and any other sums payable by reason of the supply of the utilities and services to the Premises, as may be specified in Schedule A and B. The Tenant shall immediately advise the Landlord of any installations, appliances, or machines used by the Tenant which consume or are likely to consume large amounts of electricity or other utilities and, on request, shall promptly provide the Landlord with a list of all installations, appliances, and machines used in the Premises.

6.2 No Overloading

The Tenant will not install any equipment which would exceed or overload the capacity of the utility facilities in the Premises or the electrical wiring and service in the Premises, and agrees that if any equipment installed by the Tenant shall require additional utility facilities, such facilities shall be installed, if available, and subject to the Landlord's prior written approval thereof (which approval may not be unreasonably withheld), at the Tenant's sole cost and

expense in accordance with plans and specifications to be approved in advance by the Landlord, in writing.

6.3 No Liability

In no event shall the Landlord be liable for any injury to the Tenant, its employees, agents or invitees, or to the Premises, or to any property of the Tenant or anyone else, for any loss of profits or business interruption, indirect or consequential damages, or for any other costs, losses or damages of whatsoever kind arising from any interruption or failure in the supply of any utility or service to the Premises.

6.4 Building Systems

The Landlord shall, throughout the Term, operate and regulate the Building Systems in such a manner as to maintain reasonable conditions of temperature and humidity within the Premises and so as to maintain the Building Systems in a good and working order.

Article 7 — Use of Premises

7.1 Use of Premises

The Tenant acknowledges that the Premises will be used solely for the purpose set out in Section 1.1(g), and for no other purpose.

7.2 Observance of Law

The Tenant shall, at its own expense, comply with all laws, by-laws, ordinances, regulations and directives of public authority having jurisdiction affecting the Premises or the use or occupation thereof including, without limitation, police, fire and health regulations and requirements of the fire insurance underwriters. Without limiting the generality of the foregoing:

- (a) where, during the Term, the Tenant has, through its use or occupancy of the Premises, caused or permitted a release of a contaminant at, from or to the Premises, the Tenant shall immediately clean up such contaminant from the Premises, and any affected areas, at the Tenant's expense; and
- (b) on the termination of this Lease for any reason, the Tenant shall remove, at its expense, any contaminant or contamination which, through the Tenant's use or occupancy of the Premises, it has brought to or created at the Premises.

7.3 Waste, Nuisance, Overloading

The Tenant shall not do or suffer any waste or damage, disfiguration or injury to the Premises, nor permit or suffer any overloading of the floors, roof deck, walls or any other part of the Premises, and shall not use or permit to be used any part of the Premises for any illegal or unlawful purpose or any dangerous, noxious or offensive trade or business, and shall not cause or permit any nuisance in, at or on the Premises.

Article 8 — Maintenance, Repairs and Alterations of Premises

8.1 Tenant's Obligations

The Tenant covenants to keep the Premises in a good and reasonable state of repair consistent with the general standards applicable to buildings of a similar nature in the vicinity of the Premises. The Tenant shall not be responsible for any items that are within the Landlord's obligations pursuant to Section 8.2 of this Lease.

8.2 Landlord's Obligations

The Landlord shall be responsible for repairs and replacements arising from structural defects or weaknesses of the building and the Building Systems at its expense.^{8.8.38}

Further, the Landlord shall be responsible to provide and operate the services and facilities for the Premises as set out in **Schedule C** hereto and maintain the same such services and facilities in good repair with costs to be apportioned, as set out in Sections 8.1 and 8.2 hereof and **Schedule "A" and "B"** attached hereto, during the term of this Lease.

8.3 Inspection and Repair on Notice

The Landlord, its servants, agents and contractors shall be entitled to enter on the Premises at any time, without notice, for the purpose of making emergency repairs, and during normal business hours on reasonable prior written notice, for the purpose of inspecting and making repairs, alterations or improvements to the Premises, or for the purpose of having access to the under floor ducts, or to the access panels to mechanical shafts (which the Tenant agrees not to obstruct). The Tenant shall not be entitled to compensation for any inconvenience, nuisance, or discomfort occasioned thereby. The Landlord, its servants, agents and contractors may, at any time and from time to time, on reasonable prior written notice, enter on the Premises to remove any article or remedy any condition which, in the opinion of the Landlord, would likely lead to the cancellation of any policy of insurance. The Landlord will take reasonable precautions and attempt to schedule such work so as not to unreasonably interfere with the operation of the Tenant's business and to minimize interference with the Tenant's use and enjoyment of the Premises. The Tenant shall promptly affect all repairs necessitated by the Tenant's negligence or wilful misconduct or the negligence or wilful misconduct of the Tenant's agents, servants, contractors, invitees, employees or others for whom the Tenant is in law responsible.

8.4 Alterations

The Tenant will not make or erect in or to the Premises any installations, alterations, additions or partitions without first submitting drawings and specifications to the Landlord and obtaining the Landlord's prior written consent, which the Landlord shall not unreasonably withhold. The Tenant must further obtain the Landlord's prior written consent to any change or changes in such drawings and specifications. The Tenant will pay to the Landlord the Landlord's reasonable out-of-pocket costs of having its architects approve such drawings and specifications and any changes. Such work shall be performed by qualified contractors engaged by the Tenant (and approved by the Landlord), but in each case only under a written contract approved in writing by the Landlord and subject to all reasonable conditions which the Landlord may impose, provided nevertheless that the Landlord may, at its option, require that the Landlord's contractors be engaged for any structural, mechanical or electrical work. The Tenant shall submit to the Landlord's reasonable supervision over construction and promptly pay to the Landlord's or the Tenant's contractors, as the case may be, when due, the cost of all such work and of all materials, labour and services involved therein and of all decoration and all changes to the Premises, its equipment or services, necessitated thereby.

8.5 Signs

The Tenant shall be permitted to install a sign on the exterior of the Premises, subject to the

Landlord's approval as to size, location, design, type, and method of installation, which approval shall not be unreasonably withheld. The Tenant shall not install and otherwise display any additional sign on any part of the outside of the Premises or that is visible from the outside of the Premises without the prior consent of the Landlord, not to be unreasonably withheld.

8.6 Construction Liens

If any construction or other lien or order for the payment of money shall be filed against the Premises by reason of or arising out of any labour or material furnished to the Tenant or to anyone claiming through the Tenant, the Tenant, within five (5) days after receipt of notice of the filing thereof, shall cause the same to be discharged by bonding, deposit, payment, court order or otherwise. The Tenant shall defend all suits to enforce such liens or orders against the Tenant at the Tenant's sole expense. The Tenant indemnifies the Landlord against any expense or damage incurred as a result of such liens or orders.

8.7 Removal of Improvements and Fixtures

(1) All Leasehold Improvements shall immediately on their placement become the Landlord's property, without compensation to the Tenant. Except as otherwise agreed by the Landlord in writing, no Leasehold Improvements or trade fixtures shall be removed from the Premises by the Tenant, either during or on the expiry or earlier termination of the Term, except that:

- (a) the Tenant may, during the Term, in the usual course of its business, remove its trade fixtures, provided that the Tenant is not in default under this Lease, and at the end of the Term, the Tenant shall remove its trade fixtures; and
- (b) the Tenant shall, at its sole cost, remove such of the Leasehold Improvements as the Landlord shall require to be removed, and such removal to be completed on or before the end of the Term.

(2) The Tenant shall, at its own expense, repair any damage caused to the Premises by the Leasehold Improvements or trade fixtures or the removal thereof. In the event that the Tenant fails to remove its trade fixtures prior to the expiry or earlier termination of the Term, such trade fixtures shall, at the option of the Landlord, become the property of the Landlord and may be removed from the Premises and sold or disposed of by the Landlord in such manner as it deems advisable. For greater certainty, the Tenant's trade fixtures shall not include any Building Systems or light fixtures. Notwithstanding anything in this Lease, the Landlord shall be under no obligation to repair or maintain the Tenant's installations.

8.8 Surrender of Premises

At the expiration or earlier termination of this Lease, the Tenant shall peaceably surrender and give up to the Landlord vacant possession of the Premises in the same condition and state of repair as the Tenant is required to maintain the Premises throughout the Term and in accordance with its obligations in Section 8.7.

Article 9 — Insurance and Indemnity

9.1 Tenant's Insurance

(1) The Tenant shall, at its sole cost and expense, take out and maintain in full force and effect, at all times throughout the Term, the following insurance:

- (a) "All Risks" insurance on property of every description and kind owned by the Tenant, or for which the Tenant is legally liable, or which is installed by or on behalf of the Tenant, within the Premises including, without limitation, stock-in-trade, furniture, equipment, partitions, trade fixtures and Leasehold Improvements, in an amount not less than the full replacement cost thereof from time to time;
- (b) general liability and property damage insurance, including personal liability, contractual liability, tenants' legal liability, non-owned automobile liability, and owners' and contractors' protective insurance coverage with respect to the Premises, which coverage shall include the business operations conducted by the Tenant and any other person on the Premises. Such policies shall be written on a comprehensive basis with coverage for any one occurrence or claim of not less than five million dollars (\$5,000,000) or such higher limits as the Landlord may reasonably require from time to time;
- (c) when applicable, broad form comprehensive boiler and machinery insurance on a blanket repair and replacement basis, with limits for each accident in an amount not less than the full replacement costs of the property, with respect to all boilers and machinery owned or operated by the Tenant or by others (other than the Landlord) on behalf of the Tenant in the Premises or relating to or serving the Premises;
- (d) business interruption insurance in an amount sufficient to cover the Tenant's Rent for a period of not less than twelve (12) months; and
- (e) such other forms of insurance as may be reasonably required by the Landlord and any Mortgagee from time to time provided such insurance relates to Tenant's liability, as set out in Schedule "A" attached hereto.

(2) All such insurance shall be with insurers and shall be on such terms and conditions as the Landlord reasonably approves. The insurance described in Sections 9.1(a) and 9.1(c) shall name as loss payee the Landlord and anyone else with an interest in the Premises from time to time designated in writing by the Landlord, and shall provide that any proceeds recoverable in the event of damage to Leasehold Improvements shall be payable to the Landlord. The insurance described in Sections 9.1(b) and 9.1(d) shall name as an additional insured the Landlord and anyone else with an interest in the Premises from time to time designated in writing by the Landlord. The Landlord agrees to make available such proceeds toward repair or replacement of the insured property if this Lease is not terminated pursuant to the terms of this Lease. All public liability insurance shall contain a provision for cross-liability or severability of interest as between the Landlord and the Tenant.

(3) All of the foregoing property policies shall contain a waiver of any right of subrogation or recourse by the Tenant's insurers against the Landlord or the Landlord's mortgagees, their contractors, agents and employees, whether or not any loss is caused by the act, omission or negligence of the Landlord, its mortgagees, their contractors, agents or employees. The Tenant shall obtain from the insurers under such policies undertakings to notify the Landlord in writing at least thirty (30) days prior to any cancellation thereof. The Tenant shall furnish to the Landlord, on written request, certificates of all such policies. The Tenant agrees that if it fails to take out or to keep in force such insurance or if it fails to provide a certificate of every policy and evidence of continuation of coverage as herein provided, the Landlord shall have the right to take out such insurance and pay the premium therefore and, in such event, the Tenant shall pay to the Landlord the amount paid as premium plus fifteen percent (15%), which payment shall be deemed to be Additional Rent payable on the first day of the next month following payment by the Landlord.

9.2 Landlord's Insurance

The Landlord shall provide and maintain insurance on the Premises against loss, damage or destruction caused by fire and extended perils under a standard extended form of fire insurance policy in such amounts and on such terms and conditions as would be carried by a prudent owner of a similar building, having regard to the size, age and location of the Premises. The amount of insurance to be obtained shall be determined at the sole discretion of the Landlord. The Landlord may maintain such other insurance in respect of the Premises and its operation and management as the Landlord determines, acting reasonably. The Tenant shall not be an insured under the policies with respect to the Landlord's insurance, nor shall it be deemed to have any insurable interest in the property covered by such policies, or any other right or interest in such policies or their proceeds.

The Landlord's insurance shall include broad form boiler and machinery insurance on a blanket repair and replacement basis, with limits for each accident in an amount not less than the full replacement costs of the Premises.

9.3 Tenant Indemnity

The Tenant shall indemnify the Landlord and save it harmless from any and all losses or claims, actions, demands, liabilities and expenses in connection with loss of life, personal injury and/or damage to or loss of property: (a) arising out of any occurrence in or about the Premises; (b) occasioned or caused wholly or in part by any act or omission of the Tenant or anyone for whom it is in law responsible; or (c) arising from any breach by the Tenant of any provision of this Lease.

9.4 Mutual Release

(1) Each of the Landlord and the Tenant releases the other and waives all claims against the other and those for whom the other is in law responsible with respect to occurrences insured against or required to be insured against by the releasing party, whether any such claims arise as a result of the negligence or otherwise of the other or those for whom it is in law responsible, subject to the following:

- (a) such release and waiver shall be effective only to the extent of proceeds of insurance received by the releasing party or proceeds which would have been received if the releasing party had obtained all insurance required to be obtained by it under this Lease (whichever is greater) and, for this purpose, deductible amounts under the Tenant's insurance (but not the Landlord's) shall be deemed to be proceeds of insurance received; and
- (b) to the extent that both parties have insurance or are required to have insurance for any occurrence, the Tenant's insurance shall be primary.

(2) Notwithstanding the foregoing or anything else herein contained, in no event, whether or not the result of the wilful act or the negligence of the Landlord, its agents, officers, employees or others for whom it is legally responsible, and irrespective of any insurance that may or may not be carried or required to be carried, shall the Landlord be liable for:

- (a) damage to property of the Tenant or others located on the Premises;

- (b) any injury or damage to persons or property resulting from fire, explosion, steam, water, rain, snow or gas which may leak into or issue or flow from any part of the Premises or from the water, steam or drainage pipes or plumbing works of the Premises or from any other place or quarter;
- (c) any damage caused by or attributable to the condition or arrangement of any electrical or other wiring; or
- (d) any indirect or consequential damages suffered by the Tenant.

Article 10 — Assignment and Subletting and Termination

10.1 Assignment, Subletting

The Tenant shall not affect any Transfer without the prior written consent of the Landlord, which shall not be unreasonably withheld. No consent to any Transfer shall relieve the Tenant from its obligation to pay Rent and to perform all of the covenants, terms, and conditions herein contained. In the event of a Transfer, the Landlord may collect Rent or sums on account of Rent from the Transferee and apply the net amount collected to the Rent payable hereunder, but no such Transfer or collection, or acceptance of the Transferee as tenant, shall be deemed to be a waiver of this covenant.

10.2 Landlord's Consent

If the Tenant desires to affect a Transfer, then and so often as such event shall occur, the Tenant shall make its request to the Landlord in writing. The Tenant's request shall contain the information required by Section 10.3 of this Lease. The Landlord shall, within fourteen (14) days after receipt of such request, notify the Tenant in writing either that: (a) the Landlord consents or does not consent, as the case may be; or (b) the Landlord elects to cancel and terminate this Lease if the request is to assign the Lease or to sublet or otherwise transfer all of the Premises or, if the request is to sublet or otherwise transfer a portion of the Premises only, to cancel and terminate this Lease with respect to such portion. If the Landlord elects to cancel this Lease as aforesaid and so advises the Tenant in writing, the Tenant shall then notify the Landlord in writing within fifteen (15) days thereafter of the Tenant's intention either to refrain from such Transfer or to accept the cancellation of the Lease (in whole or in part, as the case may be). Failure of the Tenant to deliver notice to the Landlord within such fifteen (15) day period advising of the Tenant's desire to refrain from such Transfer shall be deemed to be an acceptance by the Tenant of the Landlord's cancellation of this Lease (in whole or in part, as the case may be). Any cancellation of this Lease pursuant to this Section 10.2 shall be effective on the later of the date originally proposed by the Tenant as being the effective date of the Transfer and the last day of the month sixty (60) days following the date of the Landlord's notice to cancel this Lease.

10.3 Requests for Consent

Requests by the Tenant for the Landlord's consent to a Transfer shall be in writing and shall be accompanied by the name, address, telephone numbers, business experience, credit and financial information and banking references of the Transferee, and shall include a true copy of the document evidencing the proposed Transfer, and any agreement relating thereto. The Tenant shall also provide such additional information pertaining to the Transferee as the Landlord may reasonably require. The Landlord's consent shall be conditional on the following:

- (a) the Tenant remaining fully liable to pay Rent and to perform all of the covenants, terms, and conditions herein contained;

- (b) the Landlord being satisfied, acting reasonably, with the financial ability and good credit rating and standing of the Transferee and the ability of the Transferee to carry on the permitted use;
- (c) the Tenant having regularly and duly paid Rent and performed all the covenants contained in this Lease;
- (d) the Transferee having entered into an agreement with the Landlord agreeing to be bound by all of the terms, covenants and conditions of this Lease;
- (e) the Tenant paying to the Landlord, prior to receiving such consent, an administrative fee and all reasonable legal fees and disbursements incurred by the Landlord in connection with the Transfer; and
- (f) the Tenant paying to the Landlord, as Additional Rent, all excess rent and other profit earned by the Tenant in respect of the Transfer.

10.4 Change of Control

Any transfer or issue by sale, assignment, bequest, inheritance, operation of law, or other disposition, or by subscription, of any part or all of the corporate shares of the Tenant or any other corporation, which would result in any change in the effective direct or indirect control of the Tenant, shall be deemed to be a Transfer, and the provisions of this Article 10 shall apply *mutatis mutandis*. The Tenant shall make available to the Landlord or its lawful representatives such books and records for inspection, at all reasonable times, in order to ascertain whether there has, in effect, been a change in control. This provision shall not apply if the Tenant is a public company or is controlled by a public company listed on a recognized stock exchange and such change occurs as a result of trading in the shares of a corporation listed on such exchange.

10.5 No Advertising

The Tenant shall not advertise that the whole or any part of the Premises is available for assignment or sublease, and shall not permit any broker or other person to do so unless the text and format of such advertisement is approved in writing by the Landlord. No such advertisement shall contain any reference to the rental rate of the Premises.

10.6 Assignment by Landlord

In the event of the sale or lease by the Landlord of its interest in the Premises or any part or parts thereof, and in conjunction therewith the assignment by the Landlord of this Lease or any interest of the Landlord herein, the Landlord shall be relieved of any liability under this Lease in respect of matters arising from and after such assignment.

10.7 Status Certificate

The Tenant shall, on thirty (30) days' notice from the Landlord, execute and deliver to the Landlord and/or as the Landlord may direct a statement as prepared by the Landlord in writing certifying the following:

- (a) that this Lease is unmodified and in full force and effect, or, if modified, stating the modifications and that the same is in full force and effect as modified;
- (b) the amount of the Basic Rent then being paid;
- (c) the dates to which Basic Rent, by instalments or otherwise and Additional Rent and other charges hereunder have been paid;
- (d) whether or not there is any existing default on the part of the Landlord of which the

- Tenant has notice; and
 (e) any other information and particulars as the Landlord may reasonably request.

10.8 Subordination and Non-Disturbance

This Lease and all of the rights of the Tenant hereunder are, and shall at all times, be subject and subordinate to any and all Mortgages and any renewals or extensions thereof now or hereinafter in force against the Premises. Upon the request of the Landlord, the Tenant shall promptly subordinate this Lease and all its rights hereunder in such form or forms as the Landlord may require to any such Mortgage or Mortgages, and to all advances made or hereinafter to be made on the security thereof and will, if required, attorn to the holder thereof. No subordination by the Tenant shall have the effect of permitting a Mortgagee to disturb the occupation and possession by the Tenant of the Premises or of affecting the rights of the Tenant pursuant to the terms of this Lease, provided that the Tenant performs all of its covenants, agreements and conditions contained in this Lease and contemporaneously executes a document of attornment as required by the Mortgagee.

10.9 Termination by Parties

The Landlord and/or the Tenant shall have the right to terminate this lease by providing the other party with twelve (12) months' prior written notice at any time.

Article 11 — Quiet Enjoyment

11.1 Quiet Enjoyment

The Tenant, on paying the Rent hereby reserved, and performing and observing the covenants and provisions herein required to be performed and observed on its part, shall peaceably enjoy the Premises for the Term.

Article 12 — Damage and Destruction

12.1 Damage or Destruction to Premises

If the Premises or any portion thereof are damaged or destroyed by fire or by other casualty, Rent shall abate in proportion to the area of that portion of the Premises which, in the opinion of the Landlord's architect or professional engineer, is thereby rendered unfit for the purposes of the Tenant until the Premises are repaired and rebuilt, and the Landlord shall repair and rebuild the Premises. The Landlord's obligation to repair and rebuild shall not include the obligation to repair and rebuild any chattel, fixture, leasehold improvement, installation, addition, or partition in respect of which the Tenant is required to maintain insurance hereunder, or any other property of the Tenant. Rent shall recommence to be payable one (1) day after the Landlord notifies the Tenant that the Tenant may reoccupy the Premises for the purpose of undertaking its work.

12.2 Rights to Termination

Notwithstanding Section 12.1:

- (a) if the Premises or any portion thereof are damaged or destroyed by any cause whatsoever and cannot, in the reasonable opinion of the Landlord, be rebuilt within one hundred and twenty (120) days of the damage or destruction, the Landlord may terminate this Lease by giving to the Tenant, within thirty (30) days after such damage or destruction, notice of termination, and thereupon Rent and other payments hereunder shall be apportioned and paid to the date of such damage or destruction, and the Tenant

- shall immediately deliver up vacant possession of the Premises to the Landlord; and
- (b) in the event of damage or destruction occurring by reason of any cause in respect of which proceeds of insurance are substantially insufficient to pay for the costs of rebuilding the Premises or are not payable to or received by the Landlord, or in the event that any Mortgagee or other person entitled thereto shall not consent to the payment to the Landlord of the proceeds of any insurance policy for such purpose or, in the event that the Landlord is not able to obtain all necessary governmental approvals and permits to rebuild the Premises, the Landlord may elect, within thirty (30) days of such damage or destruction, on written notice to the Tenant, to terminate this Lease, and the Tenant shall immediately deliver up vacant possession of the Premises to the Landlord.

12.3 Certificate Conclusive

Any decisions regarding the extent to which the Premises has become unfit for use shall be made by an architect or professional engineer appointed by the Landlord, whose decision shall be final and binding on the parties.

12.4 Landlord's Work

In performing any reconstruction or repair, the Landlord may effect changes to the Premises and its equipment and systems. The Landlord shall have no obligation to grant to the Tenant any Tenant's allowances to which it may have been entitled at the beginning of the Term, and shall have no obligation to repair any damage to Leasehold Improvements or the Tenant's fixtures.

12.5 Expropriation

- (1) If at any time during the Term any public body or paramount authority shall take or expropriate the whole or a portion of the Premises, then the following provisions shall apply:
- (a) if such expropriation or compulsory taking does not materially affect the Tenant's use or enjoyment of the Premises, then the whole of the compensation awarded or settled, whether fixed by agreement or otherwise, shall be paid or received by the Landlord, and the Tenant assigns, transfers and sets over unto the Landlord all of the right, title and interest of the Tenant therein and thereto, and this Lease shall thereafter continue in effect with respect to the remainder of the Premises, without abatement or adjustment of Rent; and
- (b) if such expropriation or compulsory taking does materially affect the Tenant's use or enjoyment of the Premises, then, at the Landlord's option: (i) this Lease shall be deemed to terminate and the Term shall terminate on the date on which the expropriating or taking authority requires possession of the lands so expropriated or taken; or (ii) the Premises shall be adjusted to exclude the area so taken, the Landlord shall complete any work required to the Premises as a result of such taking (excluding any work relating to any chattel, fixture, leasehold improvement, installation, addition or partition in respect of which the Tenant is required to maintain insurance hereunder, or any other property of the Tenant) and the Rent shall be adjusted if the Rentable Area of the Premises changes as a result of such taking. In either event the Landlord shall be entitled to receive the entire compensation awarded or settlement, whether fixed by agreement or otherwise, save and except for the portion thereof that is specifically

awarded or allocated in respect of the leasehold improvements or other interests of the Tenant.

(2) The Landlord and the Tenant will cooperate with each other regarding any expropriation of the Premises or any part thereof so that each receives the maximum award to which it is entitled at law.

Article 13 — Default

13.1 Default and Right to Re-enter

Any of the following constitutes an Event of Default under this Lease:

- (a) any Rent due is not paid within five (5) days after notice in writing from the Landlord to the Tenant;
- (b) the Tenant has breached any of its obligations in this Lease and, if such breach is capable of being remedied and is not otherwise listed in this Section 13.1, after notice in writing from the Landlord to the Tenant:
 - (i) the Tenant fails to remedy such breach within ten (10) days (or such shorter period as may be provided in this Lease); or
 - (ii) if such breach cannot reasonably be remedied within ten (10) days (or such shorter period), the Tenant fails to commence to remedy such breach within ten (10) days of such breach, or thereafter fails to proceed diligently to remedy such breach;
- (c) the Tenant or any Indemnifier becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors or makes any proposal, an assignment or arrangement with its creditors, or any steps are taken or proceedings commenced by any person for the dissolution, winding-up or other termination of the Tenant's existence or the liquidation of its assets;
- (d) a trustee, receiver, receiver/manager, or a person acting in a similar capacity is appointed with respect to the business or assets of the Tenant or any Indemnifier;
- (e) the Tenant or any Indemnifier makes a sale in bulk of all or a substantial portion of its assets, other than in conjunction with an assignment or sublease approved by the Landlord;
- (f) this Lease or any of the Tenant's assets are taken under a writ of execution and such writ is not stayed or vacated within fifteen (15) days after the date of such taking;
- (g) the Tenant makes an assignment or sublease, other than in compliance with the provisions of this Lease;
- (h) the Tenant abandons or attempts to abandon the Premises, or the Premises become vacant or substantially unoccupied for a period of thirty (30) consecutive days or more without the consent of the Landlord;
- (i) the Tenant moves or commences, attempts or threatens to move its trade fixtures, chattels and equipment out of the Premises; or
- (j) any insurance policy covering any part of the Premises is, or is threatened to be, cancelled or adversely changed (including a substantial premium increase) as a result of any action or omission by the Tenant or any person for whom it is legally responsible.

13.2 Default and Remedies

If and whenever an Event of Default occurs, then, without prejudice to any other rights which it has pursuant to this Lease or at law, the Landlord shall have the following rights and remedies, which are cumulative and not alternative:

- (a) to terminate this Lease by notice to the Tenant or to re-enter the Premises and repossess them and, in either case, enjoy them as of its former estate, and to remove all persons and property from the Premises and store such property at the expense and risk of the Tenant or sell or dispose of such property in such manner as the Landlord sees fit without notice to the Tenant. If the Landlord enters the Premises without notice to the Tenant as to whether it is terminating this Lease under this Section 13.2(a) or proceeding under Section 13.2(b) or any other provision of this Lease, the Landlord shall be deemed to be proceeding under Section 13.2(b), and the Lease shall not be terminated, nor shall there be any surrender by operation of law, but the Lease shall remain in full force and effect until the Landlord notifies the Tenant that it has elected to terminate this Lease. No entry by the Landlord during the Term shall have the effect of terminating this Lease without notice to that effect to the Tenant;
- (b) to enter the Premises as agent of the Tenant to do any or all of the following:
 - (i) relet the Premises for whatever length and on such terms as the Landlord, in its discretion, may determine, and to receive the rent therefore;
 - (ii) take possession of any property of the Tenant on the Premises, store such property at the expense and risk of the Tenant, or sell or otherwise dispose of such property in such manner as the Landlord sees fit without notice to the Tenant;
 - (iii) make alterations to the Premises to facilitate their reletting; and
 - (iv) apply the proceeds of any such sale or reletting first, to the payment of any expenses incurred by the Landlord with respect to any such reletting or sale, second, to the payment of any indebtedness of the Tenant to the Landlord other than Rent, and third, to the payment of Rent in arrears, with the residue to be held by the Landlord and applied to payment of future Rent as it becomes due and payable, provided that the Tenant shall remain liable for any deficiency to the Landlord;
- (c) to remedy or attempt to remedy any default of the Tenant under this Lease for the account of the Tenant and to enter on the Premises for such purposes. No notice of the Landlord's intention to remedy or attempt to remedy such default need be given to the Tenant unless expressly required by this Lease, and the Landlord shall not be liable to the Tenant for any loss, injury, or damages caused by acts of the Landlord in remedying or attempting to remedy such default. The Tenant shall pay to the Landlord all expenses incurred by the Landlord in connection therewith;
- (d) to recover from the Tenant all damages, costs and expenses incurred by the Landlord as a result of any default by the Tenant including, if the Landlord terminates this Lease, any deficiency between those amounts which would have been payable by the Tenant for the portion of the Term following such termination and the net amounts actually received by the Landlord during such period of time with respect to the Premises; and
- (e) to recover from the Tenant the full amount of the current month's Rent together with the next three (3) months' instalments of Rent, all of which shall immediately become due and payable as accelerated rent.

13.3 Distress

Notwithstanding any provision of this Lease or any provision of any applicable legislation, none of the goods and chattels of the Tenant on the Premises at any time during the Term shall be exempt from levy by distress for Rent in arrears, and the Tenant waives any such exemption. If the Landlord makes any claim against the goods and chattels of the Tenant by way of distress, this provision may be pleaded as an estoppel against the Tenant in any action brought to test the right of the Landlord to levy such distress.

13.4 Costs

The Tenant shall pay to the Landlord all damages, costs and expenses (including, without limitation, all legal fees on a solicitor and client basis) incurred by the Landlord in enforcing the terms of this Lease, or with respect to any matter or thing which is the obligation of the Tenant under this Lease, or in respect of which the Tenant has agreed to insure or to indemnify the Landlord.

13.5 Remedies Cumulative

Notwithstanding any other provision of this Lease, the Landlord may from time to time resort to any or all of the rights and remedies available to it in the event of any default hereunder by the Tenant, either by any provision of this Lease, by statute, or common law, all of which rights and remedies are intended to be cumulative and not alternative. The express provisions contained in this Lease as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the Landlord by statute or common law.

Article 14 — General

14.1 Entry

(1) Provided that the Tenant has not exercised any option to extend this Lease as provided herein (if any), the Landlord shall be entitled, at any time during the last nine (9) months of the Term:

- (a) without notice to or consent by the Tenant, to place on the exterior of the Premises the Landlord's usual notice(s) that the Premises are for rent; and
- (b) on reasonable prior notice, to enter on the Premises during normal business hours for the purpose of exhibiting same to prospective tenants.

(2) The Landlord may enter the Premises at any time during the Term, on reasonable notice, for the purpose of exhibiting the Premises to prospective Mortgagees and/or purchasers, or for the purpose of inspecting the Premises. The Landlord shall have the right to place on the Premises a "for sale" sign of reasonable dimensions.

14.2 Force Majeure

Notwithstanding any other provision contained herein, in the event that either the Landlord or the Tenant should be delayed, hindered or prevented from the performance of any act required hereunder by reason of any unavoidable delay, including strikes, lockouts, unavailability of

materials, inclement weather, acts of God or any other cause beyond its reasonable care and control, but not including insolvency or lack of funds, then performance of such act shall be postponed for a period of time equivalent to the time lost by reason of such delay. The provisions of this Section 14.2 shall not under any circumstances operate to excuse the Tenant from prompt payment of Rent and/or any other charges payable under this Lease.

14.3 Effect of Waiver or Forbearance

No waiver by any party of any breach by any other party of any of its covenants, agreements or obligations contained in this Lease shall be or be deemed to be a waiver of any subsequent breach thereof or the breach of any other covenants, agreements or obligations, nor shall any forbearance by any party to seek a remedy for any breach by any other party be a waiver by the party so forbearing of its rights and remedies with respect to such breach or any subsequent breach. The subsequent acceptance of Rent by the Landlord shall not be deemed a waiver of any preceding breach by the Tenant of any term, covenant, or condition regardless of the Landlord's knowledge of such preceding breach at the time of the acceptance of such Rent. All Rent and other charges payable by the Tenant to the Landlord hereunder shall be paid without any deduction, set-off or abatement whatsoever, and the Tenant waives the benefit of any statutory or other right in respect of abatement or set-off in its favour at the time hereof or at any future time.

14.4 Notices

(1) Any notice, delivery, payment or tender of money or document(s) to the parties hereunder may be delivered personally or sent by prepaid registered or certified mail or prepaid courier to the address for such party as set out in Section 1.1(a), (b) or (c), as applicable, and any such notice, delivery or payment so delivered or sent shall be deemed to have been given or made and received on delivery of same or on the third business day following the mailing of same, as the case may be. Each party may, by notice in writing to the others from time to time, designate an alternative address in Canada to which notices given more than ten (10) days thereafter shall be addressed.

(2) Notwithstanding the foregoing, any notice, delivery, payment, or tender of money or document(s) to be given or made to any party hereunder during any disruption in the service of Canada Post shall be deemed to have been received only if delivered personally or sent by prepaid courier.

14.5 Registration

Neither the Tenant nor anyone on the Tenant's behalf or claiming under the Tenant (including any Transferee) shall register this Lease or any Transfer against the Premises. The Tenant may register a notice or caveat of this Lease provided that: (a) a copy of the Lease is not attached; (b) no financial terms are disclosed; (c) the Landlord gives its prior written approval to the notice or caveat; and (d) the Tenant pays the Landlord's reasonable costs on account of the matter. Upon the expiration or earlier termination of the Term, the Tenant shall immediately discharge or otherwise vacate any such notice or caveat.

14.6 Number, Gender, Effect of Headings

Words importing the singular number only shall include the plural and *vice versa*, words importing the masculine gender shall include the feminine and neuter genders, and words importing persons shall include firms and corporations and *vice versa*. The division of this Lease

into Articles and Sections and the insertion of headings are for convenience of reference only, and shall not affect the construction or interpretation of this Lease.

14.7 Severability, Subdivision Control

If any Article or Section or part or parts of an Article or Section in this Lease is or is held to be illegal or unenforceable, it or they shall be considered separate and severable from the Lease and the remaining provisions of this Lease shall remain in full force and effect and shall be binding on the Landlord and the Tenant as though such Article or Section or part or parts thereof had never been included in this Lease. It is an express condition of this Lease that the subdivision control provisions of the applicable provincial legislation be complied with, if necessary. If such compliance is necessary, the Tenant covenants and agrees to diligently proceed, at its own expense, to obtain the required consent, and the Landlord agrees to cooperate with the Tenant in bringing such application.

14.8 Entire Agreement

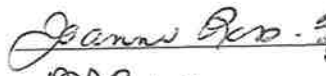

There are no covenants, representations, warranties, agreements or other conditions expressed or implied, collateral or otherwise, forming part of or in any way affecting or relating to this Lease, save as expressly set out or incorporated by reference herein, and this Lease constitutes the entire agreement duly executed by the parties, and no amendment, variation or change to this Lease shall be binding unless the same shall be in writing and signed by the parties.

14.9 Successors and Assigns

The rights and liabilities of the parties shall enure to the benefit of their respective heirs, executors, administrators, successors and assigns, subject to any requirement for consent by the Landlord hereunder.


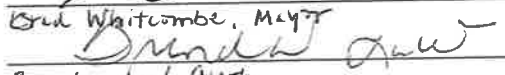
IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS LEASE.

THE CORPORATION OF THE COUNTY OF WELLINGTON
Per:


Joanne Ross-Bryce, Warden

Donna Bryce, Clerk

We have authority to bind the corporation.

THE CORPORATION OF THE TOWNSHIP OF PUSLINCH
Per:


Brenda Whitcombe, Mayor

Brenda Law, Clerk

We have authority to bind the corporation.

SCHEDULE "A"**OPERATING COSTS COMPRISING ADDITIONAL RENT**

Description	Amount of additional rent
Utilities: Hydro (including lighting for parking lot and signs), Union Gas, water and sewer	5% of actual costs of entire facility
Property taxes attributable to the leased premises	100% of taxes attributable to leased premises
Janitorial services	5% of actual costs of entire facility

SCHEDULE "B"**OPERATING COSTS NOT COMPRISING ADDITIONAL RENT**

Description	Procurement Responsibility	Payment Responsibility
Insurance on contents and tenant's liability	Tenant	100% Tenant
Telephone, fax and internet of tenant	Tenant	100% Tenant

SCHEDULE "C"**SERVICES AND FACILITIES TO BE PROVIDED BY LANDLORD****1. UTILITY SYSTEMS**

All utility systems and facilities, including water, fuel and electricity and including all charges for utilities used or consumed within the premises.

2. ELECTRICAL SYSTEMS/LENSES, BULBS AND RELATED EQUIPMENT

An electrical system, including fixtures and outlets together with the initial installation and ongoing replacement of bulbs, fluorescent tubes and ballasts during the term, and all maintenance and parts thereof.

3. THERMAL CONDITIONS AND AIR QUALITY

Subject to s.1.2(c) a heating, ventilation and air-conditioning systems.

4. WATER SYSTEM

A water system capable of supplying hot and cold water to the premises and the washrooms serving the premises.

5. WASHROOMS

Fully equipped washroom facilities for male and female employees of the Tenant.

6. EXTERIOR, INTERIOR AND COMMON AREAS

Maintenance of the exterior and interior of the premises, including walkways

7. GLASS REPLACEMENT

Prompt replacement in case of breakage, of all plate glass and other glazing materials of the building, including without limitation with material of the same kind and quality as that which may be damaged or broken, save where such damage or breakage has been occasioned by the Lessee, its servants or agents.

8. JANITORIAL SERVICES

Janitorial services for the premises.

9. FIRE ALARM/ EXTINGUISHER MONITORING

Fire Alarm / Extinguisher Monitoring services for the premises.

Schedule 2: Schedules from Agreement (Indenture) – Copies

SCHEDULE "A"**OPERATING COSTS COMPRISING ADDITIONAL RENT**

Description	Amount of additional rent
Utilities: Hydro (including lighting for parking lot and signs), Union Gas, water and sewer	5% of actual costs of entire facility
Property taxes attributable to the leased premises	100% of taxes attributable to leased premises
Janitorial services	5% of actual costs of entire facility

SCHEDULE "B"**OPERATING COSTS NOT COMPRISING ADDITIONAL RENT**

Description	Procurement Responsibility	Payment Responsibility
Insurance on contents and tenant's liability	Tenant	100% Tenant
Telephone, fax and internet of tenant	Tenant	100% Tenant

AMENDMENT TO RENTAL AGREEMENT

BETWEEN:

The Corporation of the Township of Puslinch

and

The Corporation of the County of Wellington

Whereas the parties hereto entered into a Lease Agreement registered on September 15, 2010 and

The parties have agreed to amend said agreement as follows:

In consideration of mutual covenants, the parties agree that the lease dated on the 15th day of September 2010 be renewed by amending therefrom Clause "1.1 (e)" to state a term renewal of two (2) years, subject to Section (2.3), and (2.4), commencing on January 1st, 2016 and with an end to the term of renewal on December 31st, 2017 with all other clauses remaining in effect.

Dated at Township of Puslinch, in
the County of Wellington, this 16th day
of December 2015

The Corporation of the Township of Puslinch

Dennis Lever, Mayor

Karen Landry, CAO/Clerk

The Corporation of the County of
Wellington

I have the authority to bind the company



REPORT ADM-2015-023

TO: Mayor and Members of Council

FROM: Meghan Yzerman, Legislative Assistant

DATE: December 16, 2015

SUBJECT: Automatic Aid Agreement with the Corporation of the City of Cambridge –Fire and Emergency Services Agreement– Puslinch Fire Rescue Services

FILE No.: L04-CAM

RECOMMENDATIONS

That Report ADM-2015-023 regarding the Agreement with the Corporation of the City of Cambridge for Fire and Emergency Services be received; and

That Council enact a by-law to authorize the Mayor and Clerk to execute a renewal Agreement for the provision of Automatic Aid, for 2016.

PURPOSE

The purpose of this report is to obtain authorization from Council to enter a new Agreement with the Corporation of the City of Cambridge for Fire and Emergency Services in a designated service area within the Township of Puslinch as a renewal of its terms with respect to the existing Automatic Aid Agreement dated February 1st, 2012.

SUMMARY

The 2014/2015 Agreement with the Corporation of the City of Cambridge expires on December 18th, 2015. The Township is recommending a continuation with the provision of the services from the City of Cambridge for a period of one (1) year to provide time for the CAO/Clerk and Fire Chief to negotiate a revised Automatic Aid Agreement, as in accordance with the Master Fire Plan recommendation number 31 (**see Schedule C – excerpt from Master Fire Plan**) and in addition *(**see Schedule D – Excerpt from Master Fire Plan - Section 7 pg. 110**).

Below is a summary of the terms of the Agreement as follows:

TERM OF LICENCE

This Agreement shall be in effect January 1, 2016 expiring December 31, 2016, subject to prior termination as hereinafter set forth.

Township Responsibilities;

- That the Township Fire Department shall provide assistance or relieve the Cambridge Fire Department from any further responsibility at the scene as soon as reasonably practical should the estimated duration of the incident exceed one **(1) hour**
- To pay for the one **(1) year term** to the City of Cambridge, for the duration of this Agreement (a fee that is based on one hundred percent (100%) of the total Cambridge per capita direct and indirect costs for fire protection in the City (exclusive of Fire Prevention and Public Education costs), using cost and population figures for the preceding year, multiplied by the population of the serviced area. (fee outlined in financial obligations section of this report) ***See attached Schedule B for rate per capita.**
- The population of the serviced area will be determined on a yearly basis from the population figures as agreed to by the Township and City
- Township must identify all properties within the area covered by this Agreement by civic addresses in accordance with the policy established by the Fire Department for rural areas

City Responsibilities;

- The City will receive all alarms of fire or other emergencies within the contract area **(specified in Schedule A of the Agreement)** and dispatch the required emergency vehicles as outlined in the City's practices
- The City will respond immediately with its own equipment and personnel to all fire and other emergency calls occurring in the service area of the Township specified in **Schedule A**
- **Structure fires – the agreed coverage area will receive the same response as provided within the City**
- The Incident Commander (IC) may call for additional assistance
- The Cambridge Fire Department will notify the Township Fire Chief or Designate of any structure fire as soon as possible and the estimated duration of attendance
- Supply all information to the Township regarding fires and emergencies they attend within the service area
- Any response by the Cambridge Fire Department to King's Highway or rights-of-way within the Township shall be classed as an emergency call under the Agreement with the Township and it is the responsibility of the City of Cambridge to claims costs related to said call from the Ministry of Transportation and or any other applicable source (Insurance Company)

- This agreement applies to any and all fire or other emergency related calls made to the City by a municipal officer of the Township, by a resident of the Township or any other person
- All reports to the Fire Marshall must be completed by the City in accordance with the Fire Protection and Prevention Act as they are related to fire calls and emergency calls that originate in the Township
- The level of service that is provided by the City is subject to the availability of resources that are not required to manage an unrelated emergency within the City

SCOPE

- City of Cambridge to provide Fire and Emergency Services to the Served Area as further described and represented in Schedule A, in order to provide this service for the residents and property of the Township

TERMINATION

- The City may immediately terminate said Agreement upon giving notice to the Township where:
 - The Township breaches any provisions in the Agreement
 - The Township breaches any confidentiality or conflict of interest obligation set out in the Agreement
 - The Township, prior to or after executing the Agreement, makes a material misrepresentation or omission or provides materially inaccurate information to the City
- **Either party shall have the right to terminate the Agreement, for any reason, upon providing one hundred and eighty (180) days notice to the other Party.**

FINANCIAL IMPLICATIONS

- An all-inclusive estimated fee to be calculated on a per capita basis as outlined in the 2012 agreement * , in four (4) equal instalments in March, June, September and December of 2016 is payable to the City of Cambridge Fire Department for the services outlined in the Agreement Schedules (Schedule A)

*** Estimate subject to final 2016 budget approved by the City of Cambridge and the Township**

***Please note the fee payable in 2015 was \$115,100.**

APPLICABLE LEGISLATION AND REQUIREMENTS

Municipal Act, 2001, C25 - Sections 19 and 20

Fire Protection and Prevention Act, 1997 - Sections 2(5) and 2(6) and amendments thereto

ATTACHMENTS

Schedules

Schedule A – Serviced Area

Schedule B – City of Cambridge – Fire Contract Fees (2014 & 2015 Budget)

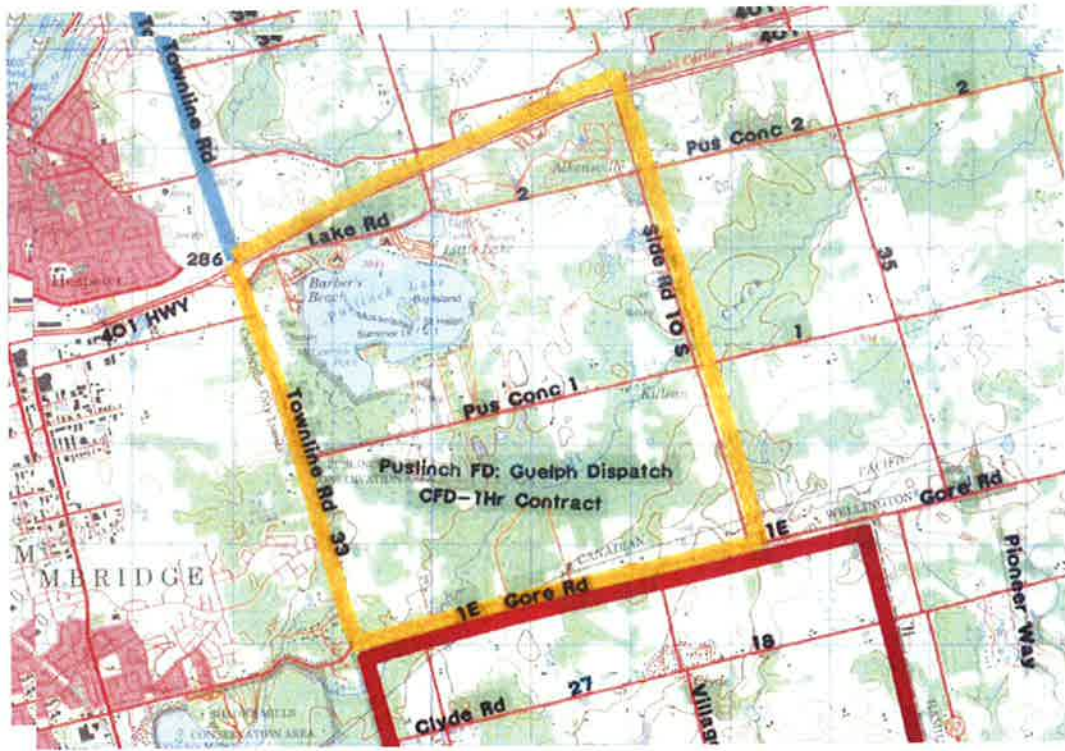
Schedule C – Recommendation number 31 – Excerpt from Master Fire Plan

Schedule D – Excerpt from Master Fire Plan – Section 7, pg. 110

Schedules

Schedule A – Serviced Area

SCHEDULE "A"
Served Area



Schedule B – City of Cambridge – Fire Contract Fess (2014 & 2015 Budget)

**CITY OF CAMBRIDGE
FIRE CONTRACT FEES
BASED ON 2014 BUDGET EXPENSES AND 2015 BUDGET**

Description	2014 Budget	2015 Budget	Basis
Direct Costs			
Administration Fire Salary & Benefits	938,700	801,700	Based on Budget
Administration Fire Other Costs	174,800	117,300	Based on Budget
Fire Prevention Salary & Benefits - Removed	945,800	963,500	Based on Budget
Fire Prevention Other Costs - Removed	73,200	7,100	Based on Budget
Fire Mechanical Salary & Benefits	278,300	258,900	Based on Budget
Fire Mechanical Other Costs	41,300	770,400	Based on Budget
Fire Training Salary & Benefits	151,500	153,900	Based on Budget
Fire Training Other Costs	108,600	26,300	Based on Budget
Fire Communications Salary & Benefits	793,100	790,200	Based on Budget
Fire Communications Other Costs	117,700	91,800	Based on Budget
Fire Suppression Salary & Benefits	14,913,400	15,367,200	Based on Budget
Fire Suppression Other Costs	0	0	Based on Budget
Fire Station #1	230,900	146,000	Based on Budget
Fire Station #2	139,300	20,100	Based on Budget
Fire Station #3	157,200	33,600	Based on Budget
Fire Station #4	157,500	38,000	Based on Budget
Fire Station #5	149,700	32,600	Based on Budget
Fire Public Safety Salary & Benefits	0	0	Based on Budget
Fire Public Safety Other Costs	429,800	438,700	Based on Budget
Fire Public Education Salary & Benefits - Remove	154,400	156,700	Based on Budget
Fire Public Education Other Costs - Remove	63,700	7,900	Based on Budget
Departments to be Removed - Fire Prevention & Public Education	-1,237,100	-1,135,200	
Other Direct Costs			
Computer Application Cost - FDM, and Telestaff -Web based	4,300	1.50% 4,400	Based on Cost.
Computer Application Annual Support & Maintenance Cost - CRISIS, FDM, and Telestaff	8,300	1.50% 8,400	Based on Cost.
Upgrades Every Three Years to FDM, and Telestaff	1,700	1.50% 1,700	Based on 1/3 per year
PC cost with replacement every three years	21,800	1.50% 22,100	Based on 1/3 per year. Based on 43 PC's in Fire
Total Direct Costs	18,817,900	19,123,300	
Indirect Costs			
Mayor & Council	162,100	170,700	Allocated Based on FTE
CAO	85,800	83,900	Allocated Based on FTE
Communications	63,900	59,800	Allocated Based on FTE
Legal	143,300	149,800	Allocated Based on FTE
Admin City Clerk	306,900	304,000	Allocated Based on FTE
Election	14,900	23,500	Allocated Based on FTE
Admin Corporate Services	107,800	101,000	Allocated Based on FTE
Accounting & Budget	275,800	328,400	Allocated Based on FTE
Purchasing	94,200	75,500	Allocated Based on FTE
Technology Services	301,700	339,000	Based on Total PC
Human Resources	427,900	449,300	Allocated Based on FTE
Insurance Costs	242,400	235,400	Allocated Based on FTE
Total Indirect Costs	2,226,700	2,320,300	
Total Costs	21,044,600	21,443,600	

**CITY OF CAMBRIDGE
FIRE CONTRACT FEES
BASED ON 2014 BUDGET EXPENSES AND 2015 BUDGET**

Description	2014 Budget	2015 Budget	Basis
Population Cambridge	134,700	136,700	
Per Capita Costs	156.23	156.87	
Population Puslinch	734	734	
Cost to Puslinch	<u><u>114,700</u></u>	<u><u>115,100</u></u>	

Schedule C – Recommendation Number 31 – Excerpt from Master Fire Plan

Depth of Response Staffing Performance Objective:

That the Township of Puslinch should be **striving to achieve a depth of response deployment to all fire related emergency calls of four firefighters to low risk occupancies, 14 firefighters to moderate risk occupancies, and 24 firefighters to high risk occupancies.**

Response Time Performance Objective:

That the Township of Puslinch should be **striving to achieve the response time performance objective referenced within the NFPA 1720 Rural Area Demand Zone including a minimum of six firefighters responding within a 14 minute response time (turnout time + travel time) with a performance objective of 80%.**

29. That the PFRS continue to participate in the Superior Tanker Shuttle Accreditation process, and where possible identify additional alternative water supply locations to provide further enhancements to the accreditation.
30. That the Fire Chief be directed to develop a department policy for responding to medical responses that details the types of medical responses, requirements for volunteer firefighters responding, and requirements for data collection to be presented to Council for consideration and approval and inclusion within the recommended updated Establishing and Regulating By-law.
31. That Council authorize the Chief Administrative Officer and Fire Chief to approach the City of Cambridge to negotiate a revised Automatic Aid Agreement for the provision of fire suppression services as reflected in the proposed Master Fire Plan.
32. That Council authorize the Chief Administrative Officer and Fire Chief to approach the City of Guelph to negotiate an Automatic Aid Agreement for the provision of fire suppression services as reflected in the proposed Master Fire Plan.
33. That Council implement the strategies to optimize the Volunteer Firefighter Recruitment Process identified within the proposed Master Fire Plan including increasing the approved complement of the PFRS by 6 volunteer firefighters.
34. That consideration be given to reducing the hours of work for the part-time Fire Chief from the current 30 hours per week to 24 hours per week.
35. That consideration be given to making the position of part-time Deputy Fire Chief of Administration permanent with direct responsibility for the Fire Prevention, Public Education and Training Divisions with a set schedule of 24 hours per week.
36. That consideration be given to making the position of part-time Deputy Fire Chief of Operations permanent with direct responsibility for the Fire Suppression Division with a set schedule of 24 hours per week.
37. That Council implement the strategy to optimize the use of part-time resources included within the proposed Master Fire Plan.
38. That a revised on-call process be implemented to ensure a minimum response to include a minimum of six volunteer firefighters and a senior officer at all times.

Schedule D – Excerpt from Master Fire Plan – Section 7, pg.110

City of Cambridge Fire Protection Agreement

The Township of Puslinch currently purchases fire and emergency services from the City of Cambridge for responses within a defined area of the south-western portion of the Township, specifically the Puslinch Lake District. The service area defined by this agreement is shown in **Figure 21**.

The current agreement dated February 1st, 2012 was approved by Council resolution on February 15th, 2012 for a duration starting February 1st, 2012 to December 31st, 2015. The agreement requires the City of Cambridge to receive all alarms for fires and other emergencies within the contracted area and dispatch the required emergency vehicles and staff in keeping with the established practices of the Cambridge Fire Department.

Within the agreement the Cambridge Fire Department response is defined as a maximum of six vehicles and sixteen full-time firefighters responding on the first alarm. The Township is required to relieve the Cambridge Fire Department vehicles and staffing from the incident as soon as reasonably practical should the estimated duration of the incident exceed one hour in duration.

The costs associated with this agreement are currently recovered from residents within the contracted service area by the Township. The special area levy for this agreement was \$108,000 in 2014 and will be \$115,100 in 2015.

Table 18 summarizes the number of emergency calls responded to by the Cambridge Fire Department for the 5-year period 2010 to 2014.

TABLE 18: CAMBRIDGE FIRE DEPARTMENT RESPONSES

Year	Number of Emergency Responses
2010	73
2011	60
2012	59
2013	59
2014	71



REPORT ADM-2015-024

TO: Mayor and Members of Council

FROM: Karen Landry, CAO/Clerk

DATE: December 16, 2015

SUBJECT: Public Sector and MPP Accountability and Transparency Act Update

RECOMMENDATIONS

That Report ADM-2015-024 regarding the Public Sector and MPP Accountability and Transparency Act Update be received; and

That staff report back to Council within the first quarter of 2016 with a proposed Municipal Complaints Policy.

DISCUSSION

Purpose

The purpose of this Report is to provide an update regarding a Township appointed Ombudsman.

Background

Bill 8 was introduced in July 2014 with the purpose of increasing the accountability and transparency of government and its elected representatives. There are two schedules (Schedules 6 and 9) in Bill 8 that have a direct impact on the Township and come into effect on January 1, 2016. The Bill is titled the "*Public Sector and MPP Accountability and Transparency Act, 2014*".

Jurisdiction of the Ombudsman

The *Ombudsman Act* has been amended to expand the jurisdiction of the Provincial Ombudsman to include municipalities, local boards and municipally –controlled corporations, with some exceptions as set out in the regulation.

The amendments set out specific circumstances where the Provincial Ombudsman may conduct an investigation where there is a municipal ombudsman. The Provincial Ombudsman may consider the merits of conducting an investigation when:

1. A complaint was made to the municipal ombudsman and he/she refused to investigate or has conducted and concluded an investigation; or
2. The time for bringing a complaint to the municipal ombudsman has expired.

If the Provincial Ombudsman decides to conduct an investigation into a matter under a Municipal Ombudsman's jurisdiction, he/she must inform the head of the institution before commencing the investigation. The institution is provided with an opportunity to make representations to the Provincial Ombudsman if the report or the recommendations will adversely affect the municipality.

Appointment of an Ombudsman

As of January 1, 2016, the Ombudsman can begin accepting, resolving and investigating complaints about municipalities under the Act

The County is not proceeding with the appointment of an Ombudsman. Outlined below is a summary of the respective staff recommendation being taken by the other Wellington County municipalities to Council with regard to the appointment of an Ombudsman.

Municipality	Recommendation
Guelph/Eramosa	Ontario Ombudsman
Erin	(information not available at the time of writing the report)
Wellington North	Ontario Ombudsman
Minto	Ontario Ombudsman
Centre Wellington	Ontario Ombudsman
Mapleton	Ontario Ombudsman

In the absence of not appointing an Ombudsman the provincial Ombudsman by default is appointed as the Township's Ombudsman.

Next Steps

Staff will continue to monitor developments regarding municipal complaints management system requirements and will evaluate the applicability of the potential utilization of the "Call Manager" module in Keystone. Keystone is the software the Township utilizes to provide a cost effective integrated solution for managing municipal services such as:

Accounts Payable	Accounts Receivable	Animal Licensing
Building Department	Facility Scheduler	Fixed Assets
Cash Receipts	Property Information	General Ledger

Staff will report back to Council early in 2016 with a proposed Municipal Complaints Policy.

FINANCIAL IMPLICATIONS

Not applicable at this time.

APPLICABLE LEGISLATION AND REQUIREMENTS

Public Sector and MPP Accountability and Transparency Act, 2014

ATTACHMENTS

Schedule A – Ombudsman Ontario correspondence dated November 30, 2015

SCHEDULE "A"



ONTARIO'S WATCHDOG
CHIEN DE GARDE DE L'ONTARIO

November 30, 2015

Greetings,

With the New Year fast approaching, our Office would like to provide you with information about the expansion of the Ombudsman's jurisdiction to municipalities. As of January 1, 2016, the Ombudsman can begin accepting, resolving and investigating complaints about municipalities under the *Public Sector and MPP Accountability and Transparency Act, 2014*. The Ombudsman's jurisdiction will extend to municipalities, local boards and municipally-controlled corporations, with some exceptions as set out in regulation.

The Ontario Ombudsman is an independent officer appointed by the Legislative Assembly of Ontario to conduct impartial investigations into individual and systemic issues relating to the administrative conduct of public bodies. The Ombudsman's services are available to anyone free of charge.

As we do with the tens of thousands of provincial complaints we handle every year, we will work to resolve complaints about municipalities wherever possible. We resolve most complaints without the need for an investigation or report.

We are an office of last resort, meaning individuals should exhaust any available appeal mechanisms (such as the Ontario Municipal Board) before complaining to the Ombudsman. The Ombudsman also strongly encourages municipalities to resolve local issues at the local level, and to create their own complaint resolution mechanisms, which may include appointing accountability officers such as integrity commissioners, ombudsman and auditors general.

If internal complaint mechanisms are unable to resolve the problem and the Ombudsman determines that an investigation is warranted (either into an individual complaint issue or a broader systemic one), relevant municipal sector entities will be notified by our Office and required to co-operate with our investigation. The Ombudsman may report findings and recommendations publicly. However, the Ombudsman cannot overturn any decisions of a municipal sector entity, and recommendations are not binding.

The Ombudsman's Office has 40 years of experience in resolving and investigating administrative problems throughout the provincial government. We handle more than 23,000 complaints each year by applying alternate dispute resolution strategies – resolving over half of all cases in less than two weeks.

At the same time, almost all of the Ombudsman's recommendations for systemic change have been accepted by the government in the past 10 years, resulting in administrative improvements that have positively affected millions of Ontarians (e.g., expansion of newborn screening, a more secure lottery system, better monitoring of unlicensed daycares). We have always received excellent co-operation from the public bodies we oversee.

We have recently reached out to the Association of Municipalities of Ontario, the Association of Municipal Managers, Clerks and Treasurers of Ontario and other stakeholders to share information about our Office's role. Today, we are also inviting you to complete a brief online survey (information attached) that will help us in responding to any complaints we may receive about your municipality. Please note

that we are seeking contact information for officials who have direct responsibility for areas related to complaint resolution, as opposed to protocol officers or communications staff. Although we are happy to deal with these officials for communications-related matters, when we make inquiries about complaints, we communicate directly with staff who have the most relevant information about the matter at issue.

For more information about how we work and our new mandate with respect to municipalities, you might wish to review our Frequently Asked Questions at <https://ombudsman.on.ca/About-Us/MUS-FAQ.aspx> and our new brochure, *Complaints about Municipalities*, at <http://www.ombudsman.on.ca/Resources/Brochure.aspx>.

We also have an Open Meeting Law Enforcement Team which deals with complaints that municipal meetings have been improperly closed to the public under the *Municipal Act*. For more information on the activities of the Open Meeting Law Enforcement Team, please see our OMLET Annual Report here: <https://ombudsman.on.ca/Investigations/Municipal-Meetings/Municipal-Annual-Reports.aspx>.

Our latest Annual Report, published in July for the 2014-2015 fiscal year, also provides a good overview of our work. It can be found online here: <https://ombudsman.on.ca/Resources/Reports/2014-2015-Annual-Report.aspx?lang=en-CA>. You can also receive information about our office monthly by subscribing to our e-newsletter at <https://ombudsman.on.ca/Newsroom/E-Newsletter.aspx>.

My team and I would be happy to answer questions, provide copies of our publications, or connect you with our colleagues who will be working on municipal cases. Please contact us by emailing thewatchdog@ombudsman.on.ca, or call our Communications Officers: Laura Nadeau (416-586-3402) or Cynthia McQueen (416-586-3525).

Sincerely,



Linda Williamson
Director of Communications, Office of the Ombudsman of Ontario

Encl.



REPORT ADM-2015-026

TO: Mayor and Members of Council

FROM: Meghan Yzerman, Legislative Assistant

MEETING DATE: December 16, 2015

SUBJECT: Mission Statement Considerations

RECOMMENDATIONS

That council make a decision on the mission statement for the Township of Puslinch, selected from a list of collective, staff created statements.

DISCUSSION

Purpose

To summarize the vision for the future of the Township of Puslinch, by selecting a mission statement that will encompass the growth and goals of the Township over a period of three years at which time the mission statement can be revisited.

Background

Dr. John Whitesell from Whitesell & Company Inc. met with staff and council members to gather input and create a mission statement for the Township of Puslinch.

Recommendations

1. Progressing together to provide sustainable to provide sustainable services while we protect resources and respect our heritage. We promote a safe, fun and prosperous rural community.
2. Puslinch is a thriving and sustainable community that is committed to progressing together while respecting our heritage
3. Progressing together to provide sustainable growth while protecting and respecting our rural heritage
4. Progressing together to provide reliable and sustainable services to our residents, businesses and visitors. We will protect our resources while respectfully building upon our heritage as a safe, fun and prosperous rural community.
5. Progressing together to provide quality, sustainable services
6. Progressing together to provide quality, sustainable services that respect our heritage and create a safe and prosperous community
7. Progressing together to provide sustainable services while we protect our resources and respect our rural heritage

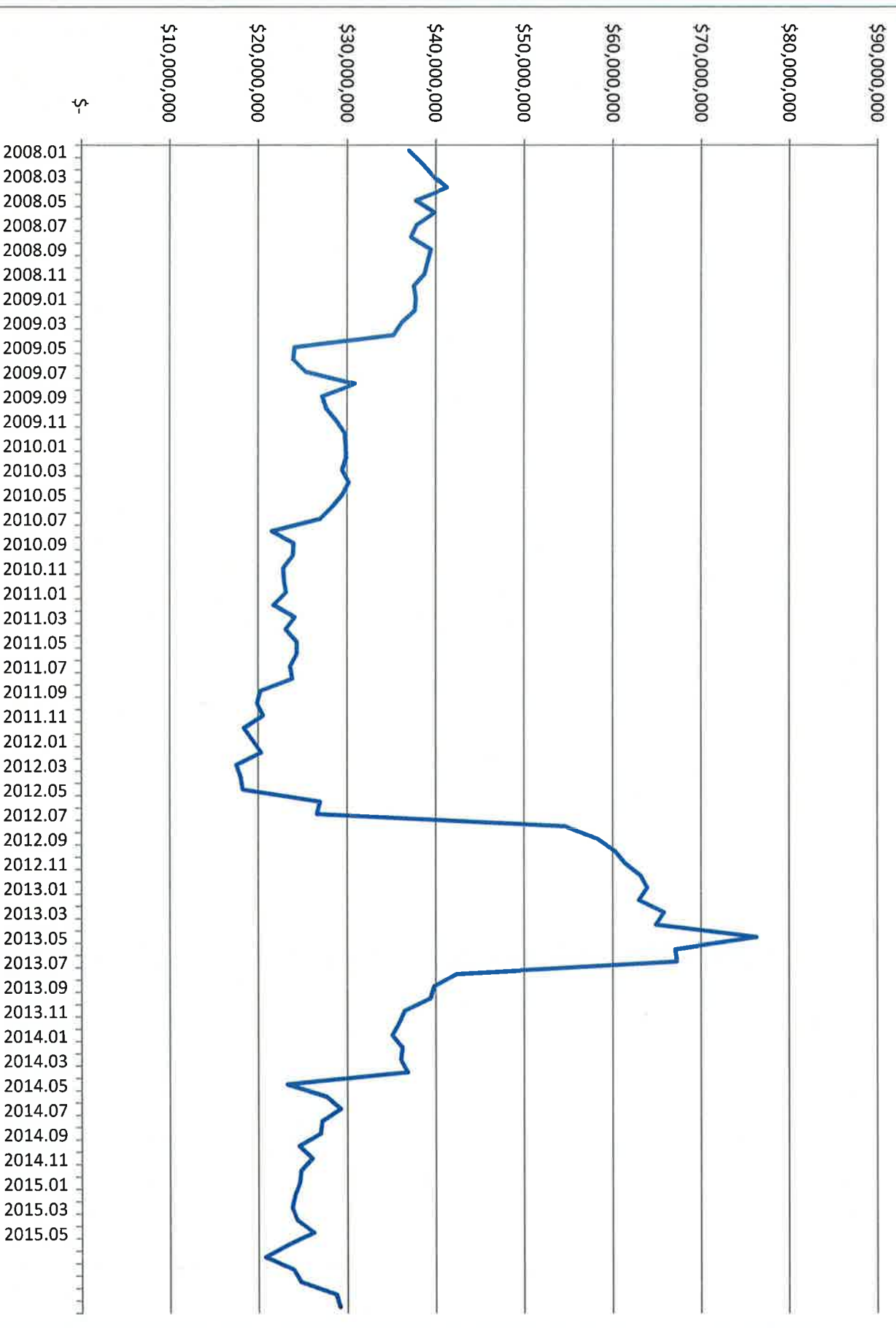
8.4(a).

2015 BUILDING REPORT

2015 BUILDING REPORT						
	VALUE OF CONSTRUCTION		PERMIT FEES COLLECTED		%	PERMITS
	2014	2015	2014	2015	CHANGE	ISSUED
January	\$1,527,500.00	\$1,355,000.00	\$17,727.00	\$13,967.00	89%	7
February	\$1,574,900.00	\$1,069,000.00	\$16,728.10	\$12,381.00	68%	7
March	\$2,755,000.00	\$2,436,000.00	\$31,787.85	\$23,235.95	88%	15
April	\$1,645,500.00	\$2,188,000.00	\$20,197.10	\$31,680.20	133%	16
May	\$791,700.00	\$2,681,000.00	\$10,088.50	\$39,250.30	339%	28
June	\$5,932,650.00	\$3,020,000.00	\$59,978.50	\$33,113.00	51%	30
July	\$3,931,397.00	\$1,416,000.00	\$54,792.00	\$24,362.00	36%	24
August	\$2,079,000.00	\$5,241,000.00	\$25,380.00	\$46,974.60	252%	32
September	\$1,738,000.00	\$2,512,000.00	\$16,321.40	\$28,795.00	145%	29
October	\$825,000.00	\$4,836,000.00	\$13,068.00	\$47,878.90	586%	30
November	\$1,924,700.00	\$2,357,000.00	\$35,637.00	\$20,878.00	122%	20
December	\$0.00	\$0.00	\$0.00	\$0.00	0%	
TOTALS TO DATE		\$29,111,000.00		\$322,515.95		238
2014 COMPARISON		\$24,725,347.00		\$301,705.45		202
Total % CHANGE		118%		107%		118%

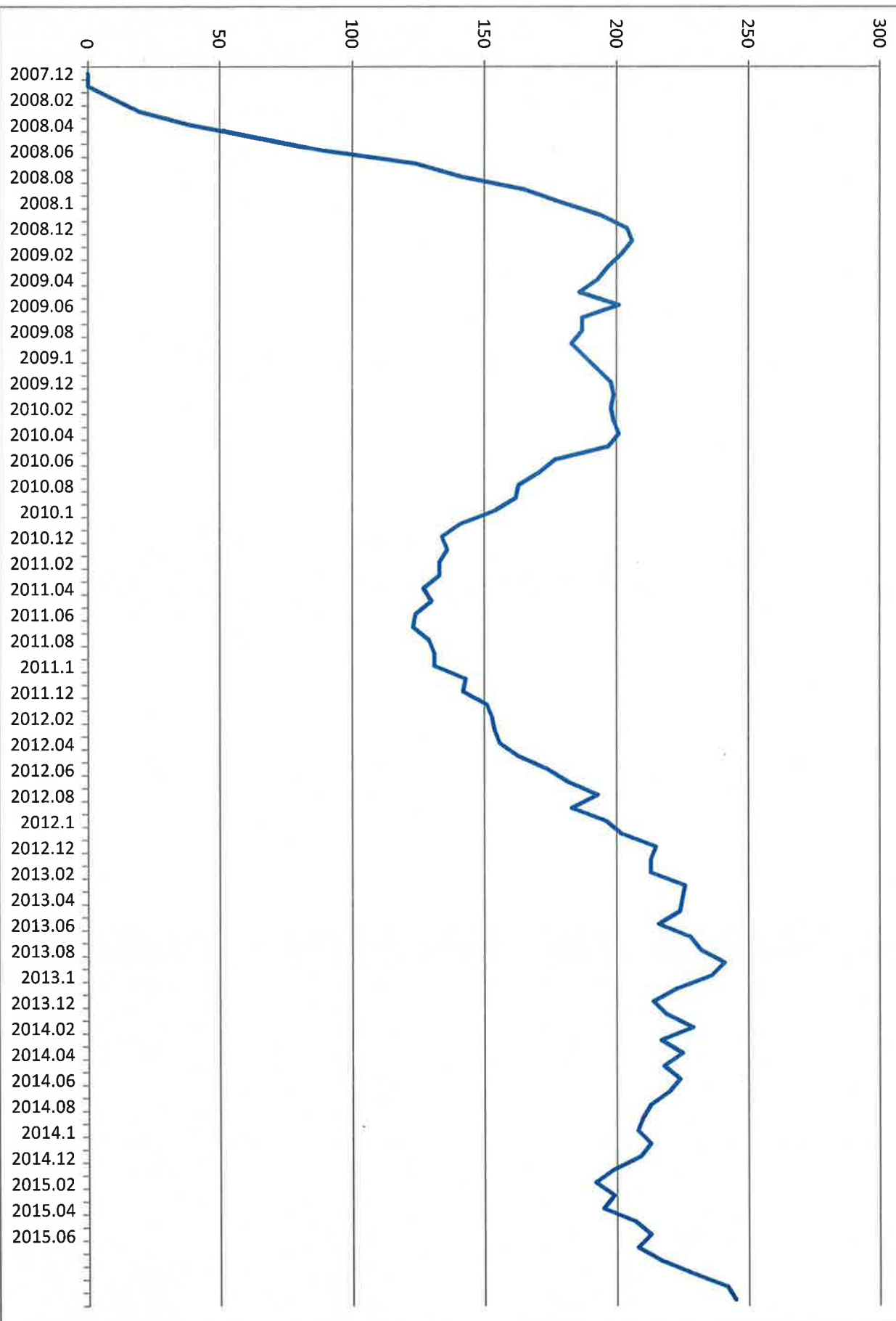
Note: The Graphs Below only Include Septic Permits in 2012 and beyond

Total Value of Permits 12 Month Rolling Total



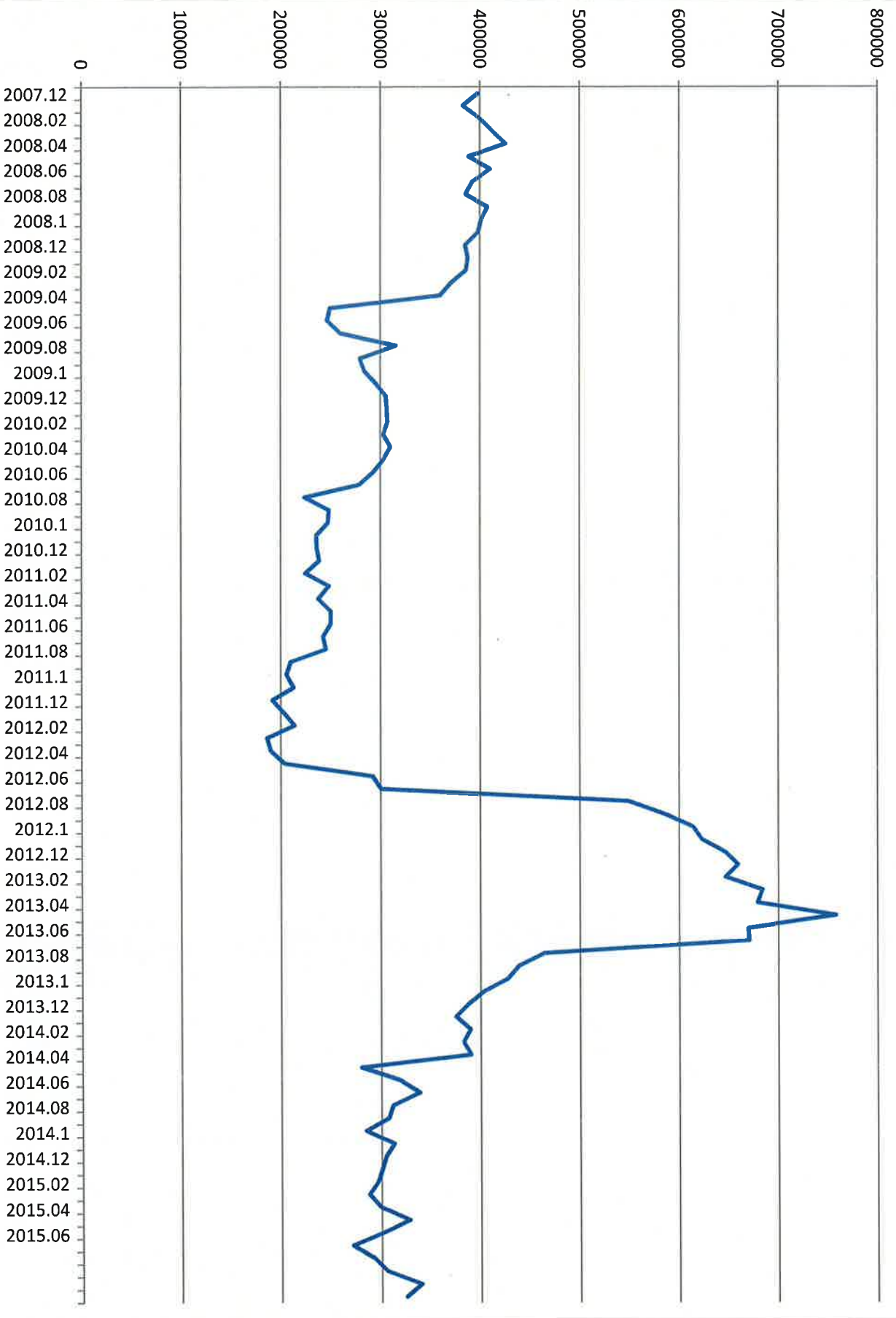
Note: The Graphs Below only Include Septic Permits in 2012 and beyond

of Permits 12 Month Rolling Total



Note: The Graphs Below only Include Septic Permits in 2012 and beyond

Permit Fees Collected 12 Month Rolling Total





REPORT PD-2015-029

TO: Mayor and Members of Council

FROM: Kelly Patzer, Development Coordinator

MEETING DATE: December 16, 2015

SUBJECT: Site Plan Agreement – 2120826 Ontario Ltd., property described as Concession 7, Rear Part Lot 20, RP-61R-8086, Part 1, municipally known as 20 Brock Road N, Township of Puslinch.

RECOMMENDATIONS

That Report PD-2015-029 regarding the Site Plan Agreement 2120826 Ontario Ltd., property described as Concession 7, Rear Part Lot 20, RP-61R-8086, Part 1, municipally known as 20 Brock Road N, Township of Puslinch, be received; and

That Council pass a by-law to authorize the entering into and the execution of a Site Plan Agreement with 2120826 Ontario Ltd.

DISCUSSION

Purpose:

The subject property is located at 20 Brock Road N. It has a lot area of approximately 1.87 hectares (4.62 acres). Development under this Site Plan Agreement will be to add a 2,298.98 square metre (24,735 square foot) warehouse building addition.



Background:

The property is located in a site plan control area. The site plan control process was initiated in September 2015, after the rezoning on the lands for the use was approved and lot line adjustment incorporating the lands for the addition was finalized and registered. The development consists of constructing an addition to the existing warehouse.

All site deficiencies recorded with the original Site Plan have been included in the new site plan agreement for development.

The owner, 2120826 Ontario Ltd., is required to provide securities for the project in the amount of \$103,573. Once Council authorizes the entering into the agreement, Township Staff will ensure securities are collected prior to the signing and registration of the agreement. Cash in lieu of parkland dedication is not required for the development as it is an addition to an existing building.

Site Plan Control:

The Township has received satisfactory comments and approvals from the peer review team of consultants and does not have any outstanding concerns entering into a Site Plan Agreement with the owner.

Function	Body	Approval
Township Hydro-geologist	Harden Environmental	Approval Received
Township Engineers	GM BluePlan	Approval Received
Township Fire Department	Puslinch Fire and Rescue	Approval Received
Township Ecologist	GWS	Approval Received
Planners	Wellington County	Approval Received
Road Authority (Brock Rd.)	County of Wellington	No Objections
Conservation Authority	Grand River CA	Approval Received

Applicable Legislation and Requirements:

Township of Puslinch Site Plan Control By-law 16/08

Township of Puslinch Zoning By-law 19/85

Attachments:

Site Plan Agreement – Schedule A

(complete and insert Document General Page as Page 1)

TOWNSHIP OF PUSLINCH
SITE PLAN AGREEMENT

B E T W E E N:
THE CORPORATION OF THE TOWNSHIP OF PUSLINCH
- and -
2120826 ONTARIO LTD.

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TOWNSHIP OF PUSLINCH
SITE PLAN AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2015, pursuant to Section 41 of the Planning Act, R.S.O. 1990, as amended.

B E T W E E N:

THE CORPORATION OF THE TOWNSHIP OF PUSLINCH.
(hereinafter called the "**Township**")

PARTY OF THE FIRST PART

- and -

2120826 ONTARIO LTD.
(hereinafter called the "**Developer**")

PARTY OF THE SECOND PART

W H E R E A S:

- A. Developer is the owner of the property described in Schedule "A" to this Agreement which is the subject matter of an application for Site Plan Approval pursuant to section 41 of the Planning Act;
- B. The property is within a designated site plan control area and the Township requires that the Developer enter into a written agreement to identify approved plans, drawings and specifications and to require that the property be developed and maintained in accordance with the approved documents.

NOW THEREFORE this Agreement witnesseth that in consideration of the premises, other good and valuable consideration and the sum of Two Dollars (\$2.00) of lawful money of Canada, now paid by each of the parties hereto to each of the other parties hereto (the receipt whereof is hereby acknowledged), the parties agree as follows:

ARTICLE 1 - IDENTIFICATION OF LANDS APPROVED FOR DEVELOPMENT

1.1 Legal description

The Developer's property which is the subject matter of this agreement is described in Schedule "A" attached (herein called "the Lands").

ARTICLE 2 - IDENTIFICATION OF PLAN(S)

2.1 Approved plan(s)

The Developer in making application for site plan approval has agreed to provide to the satisfaction of the Township, plan or plans showing the location of all buildings, structures, facilities, works and site elevations and services existing and proposed and, where required, drawings showing plan, elevation and cross-section views for each building or structure and to include all matters as contemplated by section 41 of the Planning Act. The plan(s) and drawings described in Schedule "B" [hereinafter called the "Approved Plan(s)"] shall be deemed to have been approved by the Township upon execution and registration of this Agreement.

2.2 Filing of plan(s)

Ten (or such greater number as shall be requested by the Township) copies of the Approved Plan(s) shall be filed with the Township's Clerk.

ARTICLE 3 - SPECIAL REQUIREMENTS

3.1 Additional requirements and provisions

Notwithstanding the approval by the Township of the plans and drawings described in Schedule "B" the parties agree that the additional requirements referred to in Schedule "C" (if any) shall apply to the development of the Lands in addition to the information shown on the Approved Plan(s) and in the event of a conflict between the provisions of the Approved Plans and Schedule "C" then the provisions of the latter shall prevail.

3.2 Current Deficiencies

The Developer shall complete all deficiencies from the previous Site Plan as noted in the letter from GM BluePlan Engineering, dated May 5, 2014 attached as Schedule "F".

ARTICLE 4 - IMPLEMENTATION OF PLAN(S)**4.1 Developer's covenant to implement plan(s)**

The Developer covenants and agrees that the buildings, structures and all of the facilities, works and features illustrated on the Approved Plan(s) and the additional requirements set out in Schedule "C", if any, shall be constructed, installed, performed or provided as the case may be at the Developer's sole risk and expense and to the satisfaction of the Township.

4.2 Township's right of entry

The Township shall have a right of entry upon the Lands, through employees, agents or contractors to ensure that the provisions of this agreement are complied with at all times.

4.3 Stop work orders

The Township's Chief Building Official shall treat a breach of the terms of this Agreement or covenants contained herein in a manner similar to a breach of the Township's Building By-law or the Ontario Building Code and shall issue a stop work order until such breach is rectified. The Developer acknowledges that the requirements of this Agreement constitute applicable law for purposes of the Building Code Act.

4.4 Notice to comply

In the event that the Township gives written notice to the Developer or the then-registered owner of the Lands that it has failed to construct, provide or maintain any matter or thing illustrated on the Approved Plan(s) or required by this Agreement, and if the Developer or then-registered owner fails to construct, provide or maintain such required matter or thing within thirty (30) days of the date that such notice is mailed by prepaid registered mail to such person at the address for such person set out in Article 13.1 or as shown on the most-recently revised assessment roll then the Township may enter upon the Lands, through employees, agents or contractors and construct, provide or maintain such matter or thing which had been specified in the notice at the expense of then-registered owner of the Land.

4.5 Plan revisions during construction

The Township's Chief Building Official shall have the authority to approve minor amendments to the Approved Site Plan due to site-specific conditions discovered during construction. The Developer shall submit any additional information required to support amendments to the Approved Site Plan as required by the Chief Building Official or the Township's Engineer. Any amendments shall conform to applicable Township of Puslinch standards. Should amendments be approved by the Chief Building Official during construction, the Developer shall submit an As-Built Plan including all approved changes.

ARTICLE 5 - FINANCIAL ASSURANCES**5.1 Security requirement - public lands**

In the event any works are to be performed on municipally or publicly-owned property of any kind which may service the subject lands, the Developer shall, at the time of signing this Agreement and prior to the commencement of work, supply the Township with an unconditional irrevocable Letter of Credit from a chartered Canadian bank, in a form and an amount satisfactory to the Township sufficient to guarantee the satisfactory completion of the works to be constructed or performed by the Developer on municipally or publicly-owned lands and further guaranteeing the workmanship and materials of all such works and matters. The unconditional irrevocable Letter of Credit shall further guarantee payment to the Township of all inspection or other costs that the Township may incur in connection with such works or the preparation and implementation of this Agreement.

5.2 Security requirement - subject lands

In addition to the security to be provided to the Township pursuant to Article 5.1, the Developer shall at the time of signing this Agreement and prior to the commencement of work, unless such requirement is specifically waived in writing by the Township, supply the Township with an unconditional irrevocable Letter of Credit from a chartered Canadian bank, in a form and an amount satisfactory to the Township sufficient to guarantee the satisfactory completion of the work and facilities to be provided on the Lands pursuant to the Approved Plan(s) and this Agreement and further guaranteeing the workmanship and materials of all such works and matters. The unconditional irrevocable Letter of Credit shall further guarantee payment to the Township of all inspection or other costs that the Township may incur in connection with such works or the preparation and implementation of this Agreement.

5.3 Township's right to draw upon security

In the event that the Developer fails to comply with a notice given to him pursuant to Article 4.4 hereof the Township shall be at liberty to draw upon the security provided to it pursuant to this Article to pay for the cost of any work undertaken by it or on its behalf pursuant to such notice and to pay the costs incurred by the Township in the administration and implementation of this Agreement.

5.4 Release of Security

The security provided under this Article, or the amount thereof remaining after draws referred to in Article 5.3, shall be delivered or repaid to the Developer after all of the works have been completed in each stage to the satisfaction of the Township's authorized personnel.

5.5 Township's Expenses

The Developer agrees to pay to the Township all reasonable costs incurred by the Township in connection with the development of this site which, without limiting the generality of the foregoing, shall include all expenses of the Township heretofore and hereinafter incurred for legal, engineering, surveying, planning and inspection services, extra Council meetings, if any, and employees' extra time, if any, and shall pay such costs from time to time forthwith upon demand, provided, if such costs be not paid forthwith same shall bear interest from the date which is 10 days following the date of demand to the date of payment at two (2) percentage points in excess of prime rate of interest charged by the Canadian Imperial Bank of Commerce during such period.

ARTICLE 6 - INDEMNIFICATION

6.1 Developer's agreement to indemnify

The Developer agrees on behalf of himself, its heirs, executors, administrators and assigns to save harmless and indemnify the Township, and, if applicable, the County of Wellington, and their respective officials employees and agents, from all losses, damages, costs, charges and expenses which may be claimed or recovered against the Township or the County of Wellington, as the case may be, by any person or persons arising either directly or indirectly as a result of any action taken by the Developer pursuant to or implementing the terms of this Agreement.

ARTICLE 7 - LIABILITY INSURANCE

7.1 When liability insurance required

In the event that work is to be performed by the Developer, its servants, agents or contractors on lands owned by the Township, or the County of Wellington, the Developer shall supply the Township with written evidence of a current comprehensive liability insurance policy in form satisfactory to the Township, holding the Township (and if applicable the County of Wellington) harmless for any and all claims for damages, injuries or losses in connection with the work done by or on behalf of the Developer, its servants, agents or contractors on or adjacent to the Lands in an amount of not less than Two Million (\$2,000,000.00) Dollars inclusive. The Township (and if applicable the County of Wellington) are to be named as insured parties in the said policy.

ARTICLE 8 - TIME LIMITS FOR COMPLETION

8.1 Consequences of delay

In the event that a building permit is not issued and construction commenced within one year from the date of this Agreement, or if the works and facilities contemplated in the Approved Plan(s) are not fully completed within two (2) years from the date of this Agreement, the conditions of approval and provisions of this Agreement will be reviewed and may be subject to revision by the Township by notice in writing to the Developer which revisions shall be accepted and implemented by the Developer.

8.2 Phasing of Site Development

The Developer agrees that all buildings, structures, works and features illustrated on the Approved Plan(s) shall represent the total development on the property. The Developer also agrees that any future development beyond the approved plans will be subject to any additional site plan agreements and provisions as required by the Township.

ARTICLE 9 - MAINTENANCE OBLIGATIONS

9.1 General covenant to maintain and repair

The Developer agrees that the buildings, structures and all of the facilities, works and features illustrated on the Approved Plan(s) shall be maintained and kept in good repair at the Developer's sole risk and expense and to the satisfaction of the Township. In the event that the Township gives written notice to the Developer or the then-registered owner of the Lands that maintenance or repair of any matter required to be provided by this Agreement is to be undertaken, and if the Developer or then registered owner fails to undertake such required maintenance or repair within thirty (30) days of the date that such notice is mailed by prepaid registered mail to such person at the address for such person set out in Article 13.1 or as shown on the most-recently revised assessment roll then the Township may enter upon the Lands, through employees, agents or contractors and perform such maintenance or repairs which had been specified in the notice at the expense of then-registered owner of the Land.

9.2 Specific maintenance obligations

The Developer covenants with the Township as follows:

- (a) that it shall at all times maintain the installations, structures and facilities illustrated on the Approved Plan(s) and described in Schedule "C", if applicable, in good condition and repair;

(b) that at any time or times that the building(s) on the Lands are occupied or are in use it shall ensure that all driveways, parking spaces more specifically for staff and visitors as well as required access points are cleared of snow within twelve (12) hours of any major snow storm (which shall be deemed to be an accumulation in excess of 5cm of snow in any twenty-four hour period) and that if snow is stored on the Lands it shall ensure that it is stored in a location which does not reduce the number of staff and visitor parking spaces illustrated on the Approved Plan(s); alternatively it shall arrange for the removal of such snow at its sole expense.

(c) that it shall ensure that all required signs, parking spaces and lane markings identified on the Approved Plan(s) are properly painted and maintained and that it shall ensure that each such sign and parking space or lane is clearly delineated at all times.

In the event that the Developer, or then registered owner of the Lands, is in breach of any of the covenants in this Article then the provisions of Article 13.2 hereof shall apply.

9.3 Off-site obligations

The Developer shall adhere to the obligations set out in the Agreement between 2120826 Ontario Ltd. and R. & C. Job Holdings Inc., dated July 15, 2008 attached as Schedule "G".

ARTICLE 10 - CONVEYANCES AND EASEMENTS

10.1 Developer's obligation to provide

The Owner shall within a period of two (2) years from the date of execution of this agreement convey without charge to the Township or the County of Wellington, as the case may be, the lands and/or easements, if any, described in Schedule "D". The Developer shall pay all legal and survey costs associated with such conveyances and easements. The title to any land or easement so conveyed shall be certified to the applicable Transferee by Developer's solicitor as being good and marketable and free from any restriction or encumbrance at Developer's expense.

The Township or the County of Wellington shall provide written notice to the Owner of the requirement to provide such conveyance or easement within the two (2) year period following execution of this agreement.

ARTICLE 11 - ENCUMBRANCERS' CONSENT AND ACKNOWLEDGMENT

11.1 All encumbrancers to consent prior to permit issuance

The Developer shall at its cost have any person (herein called an "encumbrancer") having a mortgage, lien, right or encumbrance affecting the Lands execute this Agreement to consent to its terms or shall provide a registered postponement agreement wherein each such encumbrancer postpones his, her, or its interest in the said lands in favour of the Township's interest under this Agreement. No building permit will be issued for the Lands until this Article has been complied with. Wherever this Agreement is executed by an encumbrancer such person agrees that his, her or its interest in the Lands shall be subject to all terms of this Agreement.

ARTICLE 12 - REGISTRATION OF AGREEMENT

12.1 Registration prior to permit issuance

This Agreement will be registered against the title to the Lands and the Developer will pay for the cost of registration.

ARTICLE 13 - GENERAL PROVISIONS

13.1 Notices

Any notice, invoice or other writing required or permitted to be given pursuant to this agreement (including notice of a change of address) shall be deemed to have been given if delivered personally to the party or to an officer of the applicable corporation or if delivered by prepaid first class mail, on the third (3rd) day after mailing. The address for service of each of the parties is as follows:

Developer: 2120826 Ontario Ltd.
20 Brock Road North
Guelph, ON N1H 6H9

Township: The Corporation of the Township of Puslinch
7404 Wellington Road 34
Guelph, ON N1H 6H9

To any other person: at the address shown for such person in the last revised assessment roll or the latest address for such person as shown in the Township's records.

13.2 Township costs recoverable like taxes

Notwithstanding any other remedy available to the Township, the Developer acknowledges and agrees that any expense incurred by the Township in connection with the approval of the Approved Plans or the preparation, registration, administration, implementation and enforcement of this Agreement, and specifically the maintenance obligations in Article 9, may be recovered by the Township in like manner as municipal taxes pursuant to the provisions of Section 326 of the Municipal Act.

13.3 Waiver

It is expressly understood and agreed that the remedies of the Township under this Agreement are cumulative and the exercise by the Township of any right or remedy for the default or breach of any term, covenant, condition or agreement herein contained shall not be deemed to be a waiver or alter, affect or prejudice any other right or remedy or other rights or remedies, to which the Township may be lawfully entitled for the same default or breach; and any waiver by the Township of the strict observance, performance or compliance by the Developer or with any term, covenant, condition or agreement herein contained, or any indulgence granted by the Township to the Developer shall not be deemed to be a waiver of any subsequent default or breach by the Developer, nor entitle the Developer to any similar indulgence heretofore granted.

13.4 Covenants as restrictive covenants

So far as may be, the covenants of the Developer herein shall be restrictive covenants running with the land for the benefit of the adjoining lands of the Township or such of them as may be benefited thereby and shall be binding on the Developer, its heirs, executors, administrators, successors and assigns as owner and occupier of the said land from time to time.

13.5 No permit if money owed to Township

The Developer hereby agrees to pay all municipal taxes on the Lands which may be in arrears at the time of signing this Agreement and shall ensure that all taxes are paid up to date with respect to the Lands. Additionally, the Developer shall ensure that all taxes owing by him to the municipality on all other properties owned by the Developer elsewhere in the Township and any other accounts owing by him to the Township are also paid up to date. No building permit will be issued with respect to the Lands until this Article has been complied with.

13.6 Number and Gender

It is agreed between the parties hereto that the appropriate changes in the number and gender shall be implied where the context of this Agreement and any schedules hereto so require in order that the Agreement and any part thereof shall be construed to have its proper and reasonable meaning.

13.7 Headings and Index

All headings and sub-headings and the Index within this agreement are incorporated for ease of reference purposes only and do not form an integral part of the Agreement.

13.8 No assignment without consent

The Developer shall not assign this Agreement until all works and facilities required by this Agreement have been completed without the prior written consent of the Township, which consent will not be unreasonably withheld.

13.9 Ultra vires terms

If any term of this Agreement shall be found to be Ultra Vires of the Township, or otherwise unlawful, such term shall conclusively be deemed severable and the remainder of this Agreement mutatis mutandis shall be and remain in full force and effect.

13.10 Developer's acceptance of agreement

The Developer shall not call into question, directly or indirectly, in any proceedings whatsoever in law or in equity or before any administrative tribunal the right of the Township to enter into this Agreement and to enforce each and every term of this Agreement and this Agreement may be pleaded as an estoppel against the Developer in any such proceedings.

13.11 Enurement

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

IN WITNESS WHEREOF the Parties hereto have hereunto set their hands and seals or where applicable have caused to be affixed their corporate seals under the hands of their duly authorized officers in that behalf.

**THE CORPORATION OF THE TOWNSHIP OF
PUSLINCH**
per:

Dennis Lever, Mayor

per:

Karen Landry, CAO/ Clerk

I/We have authority to bind the Corporation

SIGNED, SEALED AND DELIVERED
in the presence of:

2120826 ONTARIO LTD.
per:

Colin Job, President

I/We have authority to bind the Corporation

SCHEDULE "A"

DESCRIPTION OF LANDS

Concession 7, Rear Part Lot 20, RP-61R-8086, Part 1, Township of Puslinch.

SCHEDULE "B"

DESCRIPTION OF APPROVED PLANS

DWG. NO.	REV. NO.	DATE	DESCRIPTION	PREPARED BY
C1.1	5	April 4, 2015	Existing Conditions and Removals Plan	MTE
C2.1	5	Sep. 14, 2015	Site Grading & Servicing Plan	MTE
C2.2	4	Sept. 14, 2015	Details & Notes Plan	MTE
1 of 1	1	June 26, 2015	Site Plan	MHBC
L1	4	March 23, 2015	Landscape and Creek Enhancement Plan	MHBC
A3.0	-	May 25, 2015	Elevations	Gateman Milloy
A3.1	-	May 25, 2015	Elevations	Gateman Milloy
SL.1	2	July 21, 2015	Site Lighting Plan	Mighton Engineering

DESCRIPTION OF PREVIOUSLY APPROVED PLANS

DWG. NO.	REV. NO.	DATE	DESCRIPTION	PREPARED BY
A-1	Issued	July 10, 2008	Site Plan	Stark Ireland Arch. Inc.
SS-1	4	June 18, 2008	Site Servicing & Grading Plan	W.G. Notenboom Engineer
LP.1	5	May 23, 2008	Landscape Plan	Salmona Tregunno Inc.

SCHEDULE "C"**ADDITIONAL REQUIREMENTS (in addition to matters shown on Approved Plan(s))****1. Covenants and Restrictions to be Registered**

The Developer shall ensure that the covenants and restrictions set forth below shall be incorporated into every Agreement of Purchase and Sale and each Transfer [Deed] for a part of or an interest in the Lands:

The purchaser/transferee covenants as follows:

- (i) the purchaser/transferee covenants and agrees that the grading and drainage including all swales and stormwater management system for the within-described land shall at all times conform to the Approved Site Plan for the Lands referred to in the Site Plan Agreement with the municipality and shall not be altered without the written approval of the municipality;
- (ii) the purchaser/transferee covenants and agrees under no circumstances shall roof water, surface water or ground water drains be connected to the sewage treatment and tile field systems;
- (iii) the purchaser/transferee covenants and agrees that the construction of any accessory buildings or structures (including swimming pools if permitted) shall require the approval of the Township;
- (iv) the purchaser/transferee covenants and agrees to maintain any fencing or retaining wall on the within-described lands in good condition if such fencing or wall was erected as a requirement of the original site plan agreement affecting the lands and, when necessary, replace same from time to time with a fence or wall made of the same or similar materials and of the same standard as specified in the site plan agreement; and further covenants that it shall not construct any additional fences on the within described lands;
- (v) the purchaser/transferee acknowledges and agrees that the soils which are used to backfill around the foundation of the building(s) on the subject lands may subside after the date upon which a certificate has been issued indicating that the lands have been graded in accordance with the approved lot grading plan and the purchaser/transferee covenants that in such event he/she/they or it shall provide and place additional soils to ensure that the lot continues to be graded in accordance with the approved lot grading plan;
- (vi) the purchaser/transferee covenants and agrees to maintain all trees, shrubs and vegetation illustrated on the site plan affecting the lands in healthy condition and where such have died to replace same with plant materials of the same type as originally approved.

Each of the above covenants and restrictions shall run with the title to the lands and are declared to be for the benefit of the Transferor's remaining lands, the lands conveyed to the Township by the Transferor herein and for the benefit of the roads and streets abutting the within-described lands.

2. Parkland Dedication

The Developer is not required to pay cash in lieu of parkland dedication for the project.

3. Stormwater Management

If it is determined that the scope of the project impacts the stormwater drainage from the property, the Developer shall prepare a stormwater drainage plan and report for the approval of the Township of Puslinch, Grand River Conservation Authority, and the Ministry of the Environment (if applicable).

The final stormwater drainage plan shall include:

- the means by which potential contaminants from the site will be controlled and contained on-site to prevent any impact to the surface or groundwater regimes, and
- an operation, maintenance, ground and surface water monitoring and contingency plan to ensure the proposed stormwater drainage system function in accordance with the approved design.
-

The stormwater monitoring program shall consist of the following:

- a) a continuous water level monitoring device(s) situated within the stormwater management pond capable of recording hourly events and variations at atmosphere pressure levels.
- b) submission of an annual report to the Township outlining the estimated water discharged from the stormwater management pond as well as estimated recharge from within the infiltration gallery and the stormwater management pond.
- c) monitoring will occur for a period of five (5) years following completion of the site works.

A Professional Engineer shall be retained by the Developer to perform site review for the construction of the stormwater drainage system and upon completion shall provide a letter of certification to the Township certifying that the stormwater drainage system has been constructed in accordance with the approved plans.

4. Landscaping

All grassed areas shall include a minimum of 100mm of topsoil.

Planting of trees and shrubs shall be provided by the developer in accordance with the approved site plan. All plantings shall be located on the site in areas that do not obstruct sight visibility at entrances and shall not be located within a sight triangle area.

5. Fencing

Where applicable chainlink fencing (1.8 m high) shall be provided around the site and any stormwater management pond area. The fence shall have a lockable gate(s) of sufficient size (minimum 4 m) to provide for access and maintenance equipment access to the stormwater management pond.

A solid privacy fence shall be installed to screen the outdoor storage area from all public roads. The privacy fencing shall be in addition to the natural material landscape screening.

6. Garbage Enclosures

Where an outdoor garbage storage area is proposed, the garbage container, receptacle, etc. shall be enclosed by a board fence, or similar solid construction, of sufficient height to provide a barrier to animals and a visual screen to the neighbouring properties and adjacent roads. The Township, prior to the construction of the enclosure, shall approve the exterior treatment materials, detailed design and standards of construction.

7. Exterior Lighting

Where exterior building lighting or area lighting is proposed, the lighting envelope shall be confined to the site and shall not spill over or cast a glare onto adjacent properties or abutting roads.

8. Signs

All signs shall be in accordance with the regulations of the Township and/or County of Wellington sign bylaw and setback requirements. Sign location and setback shall be approved prior to construction of the sign by the authority having jurisdiction.

9. Certification of Works

Prior to the final building inspection, the Developer’s consultant shall provide a letter of compliance to the Township Clerk certifying that:

- the site grading and drainage,
- the stormwater management facility
- the sewage treatment system upgrades (if required), and
- the fire protection system
- the previous deficiencies have been completed as provided in Schedule “F”

have been constructed in accordance with the approved plans.

10. Storm Water Drainage Maintenance

The Developer shall maintain the storm water drainage system in accordance with the approved site plan drawings.

11. Exterior Storage

The property shall be maintained in a tidy condition at all times. Abandoned vehicle parts, equipment, and other materials are not permitted onsite, unless placed within the refuse/garbage enclosures or within waste/recycling bins to the rear of the building in accordance with the approved site plan.

12. Financial Security Deposit

The Developer, at the time of signing the Site Plan Agreement, shall deposit an unconditional irrevocable Letter of Credit with the Township of Puslinch, to guarantee the construction of the on-site grading and drainage, services, landscaping, and stormwater management system.

The letter of credit values shall be the sum of the following:

a) 50% of site servicing costs.	50% of	<u>\$137,090</u>	<u>\$68,545</u>
b) 50% of landscaping costs	50% of	<u>\$46,680</u>	<u>\$23,340</u>
c) 5% of construction costs of items (a) and (b) for Township engineering review	5% of	<u>\$183,770</u>	<u>\$9,188</u>
d) Site grading and drainage deposit = \$2,000.00 per ha. (1 ha. minimum)	1.25 ha	<u>\$2,500</u>	<u>\$2,500</u>
		Total Deposit	\$103,573

The estimated value of the construction costs shall be determined by the Developer’s engineers and approved by the Township’s consulting engineers.

SCHEDULE “D”

CONVEYANCES AND EASEMENTS REQUIRED

Convey to the Township of Puslinch:

No conveyances and easements are required.

Convey to the County of Wellington

No conveyances and easement are required.

SCHEDULE “E”

SPILL MANAGEMENT AND CONTINGENCY PLAN



Ren's Feed & Supplies Limited

20 Brock Road North, RR 3, Guelph, ON, N1H 6H9

Tel: (519) 767-5311 • Fax: (519) 767-5288 • www.renspets.com

To Whom It May Concern:

December 4, 2015

RENS PETS DEPOT

SPILLS MANAGEMENT AND CONTINGENCY PLAN

Last Updated: December 2015

- 1) Locate the Origin of the Spill
- 2) Evaluate the Risks for Health and Safety
- 3) Neutralize the Spill
- 4) Advise/Mobilize Spill Response Team
- 5) Advise Without Delay (any volume of spill)
 - a. the Project Environmental Coordinator:
 - b. If you cannot reach the Project Environmental Coordinator :
 - c. Major Spill (more than 100 litres or impacting the water or sewage system) - CONTACT WITHOUT DELAY MOE Spill Action Center (24 hours) - 1-800-268-6060
- 6) Mobilize the Equipment Available on the Spot. Use a Spill Kit.
- 7) Confine the Contaminant.
- 8) Cleaning (call assistance if required).
- 9) Disposal in Adequate Place
- 10) Give Information to the Project Environmental Coordinator.
- 11) Complete the Report Form, Send a Copy to the District Environmental Manager and Keep a Copy

SCHEDULE “F”
DEFICIENCIES



May 5, 2014
Our File: 108-006-2

Township of Puslinch
RR 3, 7404 Wellington Road 34
Guelph, ON N1H 6H9

Attention: Robert Kelly

Re: Ren's Pet Depot
Site Servicing and Grading Inspection

Dear Mr. Kelly:

On April 10, 2014, GM BluePlan Engineering staff were on-site to conduct an inspection of site grading and servicing. The site inspection was conducted with reference to the *Site Servicing & Grading plan, Revision dated June 18, 2008 by W.G. Notenboom, Consulting Engineers and the Site Plan as prepared by Stark Ireland Architect Inc.*. We also reviewed the Site Plan Agreement for this development and comments related to the agreement are also included below. The following deficiencies and concerns were noted and require attention:

1) Storm Sewer

- | | |
|---------------------|---|
| a) CBMH 1 | <ul style="list-style-type: none">• Parge between precast and modoloc• Remove gravel from sump• CBMH not located as shown on plan |
| b) CB 2 | <ul style="list-style-type: none">• CB not located as shown on plan |
| c) Control Headwall | <ul style="list-style-type: none">• As per design, however top of bank is to meet outside of headwall as per figure |
| d) MH 3 | <ul style="list-style-type: none">• Parge between precast and modoloc• Remove debris from MH |
| e) MH 2 | <ul style="list-style-type: none">• Parge between precast and modoloc• Parge between bottom of modoloc and bottom of casting• Clean debris from sump• MH not located in plan location• Repair infiltration at outlet pipe |
| f) CB 5 | <ul style="list-style-type: none">• Pipe is 50 % full of water. Monitor to ensure infiltration gallery is working properly |

- g) CB 4
 - Remove gravel from sump
 - Install new filter cloth
 - Pipe appears to be solid pipe, not perforated as per drawing detail
- h) CB 6
 - Structure is full of water to obvert of pipe
 - No sign of knock out in structure

2) Sanitary / Septic

- a) Confirm location of sanitary manhole or cleanout servicing the warehouse building.

3) General Grading

- a) A defined swale, along the North East side of the Commercial Building, does not appear to have been constructed as per the approved site servicing and grading plan
- b) Curb along south west edge of pavement and at loading dock has not been installed as per the approved site servicing and grading plan.
- c) Grading to be revised to match into top of bank elevation at Control Headwall as per the detail on the site servicing and grading plan.
- d) A low lying area, at north side of 1 storey metal clad building, west of revised sidewalk location requires re-grading.
- e) As Constructed plan to be submitted for revisions to site grading as per H. Groh (G&M) email dated May 12, 2009.

4) Final Documentation

- a) Final certificates for works as per Schedule "C" of the Site Plan Agreement.
Item #4 – Provide letter of certification for SWM facility
- b) As per Schedule "C" Item 12, Certification of Works, Developers Engineering Consultant to provide a letter of compliance to the Township to certify that the following:
 - Site grading and drainage
 - The SWM facility
 - The sewage treatment upgrades
 - The fire protection systemHas been constructed in accordance with the approved plans
- c) Provide an As Constructed Site Servicing and Grading Plan confirming the locations of all structures (CBMH 1, CB 2) and locations of fire reservoirs and hydrant.

This site inspection letter does not address landscaping or fire protection which will be reviewed separately by Township consultants and the Township's Fire Department.

The owner's forces are to complete this work as soon as possible and provide the required documentation.

The owner is to advise the Township of Puslinch when the above mentioned items have been addressed to arrange for a follow up inspection.

Thank you for your prompt attention to this matter.

Yours truly,

GAMSBY AND MANNEROW LIMITED

Per:

A handwritten signature in blue ink, appearing to be 'Steve Conway'.

Steve Conway, CET, rcsi

cc. Karen Landry, Township of Puslinch
2120826 Ontario Inc.

Enclosed: Site Inspection Photo's
Marked up Site Servicing and Grading Plan

Z:\108-2008\108006\108006-2\Documents\Correspondence\108-006-2 Letter_Deficiencies_2014-05-05.doc



CBMH 1



Control Headwall



Control Headwall



DICB 5



DICB 5



CB 4



CB 6



General Grading - 3a



General Grading - 3b



General Grading - 3b

SCHEDULE “G”

OTHER AGREEMENTS

THIS AGREEMENT made in duplicate this 15th day of July, 2008

BETWEEN:

2120826 Ontario Ltd, a corporation duly incorporated pursuant to the laws of the
Province of Ontario ("2120826")

Party of the First Part

and

R. & C. Job Holdings Inc., a corporation duly incorporated pursuant to the laws of the
Province of Ontario ("R. & C.")

Party of the Second Part.

WHEREAS:

1. This agreement is made under the authority of section 2 of The Drainage Act, RSO, 1980;
2. 2120826 owns the lands and premises legally described as Part Lot 20, Concession 7, Township of Puslinch more particularly described as Part 1, Reference Plan 61R-8086 and municipally described as 20 Brock Road North, Aberfoyle, Ontario (the "2120826 Lands");
3. R. & C. owns the lands and premises legally described as PART OF LOT 20, CONCESSION 7 TOWNSHIP OF PUSLINCH, MORE PARTICULARLY DESCRIBED AS PARTS 2 AND 3 ON REFERENCE PLAN 61R-8086 and excepting Parts 1, 2 and 3 on Reference Plan 61R-9632 (the R. & C. Lands") which lands are adjacent to the 2120826 Lands.
4. As a condition of site plan approval, the Township of Puslinch has requested that 2120826 construct a drainage ditch over a portion of the R. & C. Lands, as more particularly shown outlined in red on the Plan attached hereto as Schedule "A";
5. As it is necessary to construct the drainage ditch, 2120826 and R. & C. do hereby agree that the work required for such drainage outlet shall be constructed, repaired and maintained according to the following conditions;

NOW THEREFORE THIS ASSIGNMENT WITNESSES that in consideration of the respective covenants and conditions herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each party), the parties hereto agree as follows:

1. The drainage ditch leaves the Party of the First Part's property approximately 14 meters south of the northwest corner of the Party of the First Part's property and enters and runs over the property of the Party of the Second Part in a straight line for approximately 15 meters, at approximately 90 degrees from the Party of the First Part's property line. The ditch empties into an existing creek running over the property of the Party of the Second Part. The ditch shall be constructed with a 0.3 meter flat bottom and 3:1 side slopes as noted on Schedule A. The ditch will be approximately 0.5 meter deep. (the "Ditch")

2. 2120826 and its employees and workmen may, in conjunction with the development and construction of the drainage system on the 2120826 Lands, enter on grade, construct and/or attach the Ditch on the R. & C. Lands, within twelve months of the date of this Agreement.
3. R. & C. shall not be liable for any damages to the Ditch that may be caused by R. & C. or its employees, agents, invitees, or other persons for whom it may be responsible in law arising from R. & C.'s occupation and use of the R. & C. Lands, provided that R. & C. exercises reasonable care in such occupation and use.
4. R. & C. shall be responsible for maintaining the Ditch at the depth that will ensure free flow of water away from the Ditch in the manner depicted in Schedule "A".
5. R. & C. shall not obstruct the flow of surface water from the Ditch by filling in the Ditch or by placing obstructions that interfere with the operation of the Ditch.
6. On reasonable notice in writing to R. & C., 2120826 and its employees and workmen may have reasonable access to the R. & C. Lands to repair or maintain the Ditch. R. & C. agrees that it shall allow access for such repairs, maintenance or inspection within 72 hours of 2120826 giving notice to this effect.
7. The entire cost of the construction, repair and maintenance of the Ditch and the construction of any ditch/outlet/swale on the R. & C. Lands shall be borne and paid by 2120826.
8. 2120826 agrees that it shall indemnify and save harmless R. & C. from and against any and all claims, demands, charges, costs and expenses in respect of the covenants, provisos and conditions set out in this Agreement.
9. Each party shall promptly do, execute, deliver or cause to be done, executed and delivered all further acts, documents and things in connection with this Agreement that the other party or parties thereto may reasonably require for the purpose of giving effect to this Agreement and carrying out its provisions and completing the transactions contemplated by this Agreement.
10. This Agreement may be executed by the parties hereto in separate counterparts, each of which so executed shall be deemed to be an original. Such counterparts together shall constitute one and the same instrument and, notwithstanding the date of execution, shall be deemed to bear the effective date set forth above.
11. Delivery of an executed copy of a signature page to this Agreement by facsimile transmission shall be effective as delivery of an original executed copy of this Agreement, and each party hereto undertakes to provide each other party with a copy of the Agreement bearing original signatures forthwith upon demand.
12. The rights and liabilities of the parties shall enure to the benefit of their respective legal representatives, heirs, executors, administrators, successors and permitted assigns, as the case may be.

13. This Agreement shall not be deemed to be or construed as having been amended as a result of any oral communication between the parties or as a result of any practice of the parties, but all amendments to this Agreement shall be in writing and shall be signed by both parties, provided that any such agreement may be executed in counterpart form.
14. Any notice, instruction or document required or permitted to be given or served by this Agreement or by law may be given personally or by telex or fax (where the intended recipient is equipped to receive such a form of telecommunication) or by prepaid courier or regular mail to the intended recipient at the addresses as stated at the beginning of this Agreement and either party may by notice given in accordance with this subsection change its address for the purposes of this subsection. Any notice shall be deemed (in the absence of evidence of prior receipt) to have been received by the intended recipient the same day if personally served, the next business day if sent by telex or fax, and on the fifth (5th) business day next following where sent by mail or courier.
15. If any provision of this agreement or the application of such provision shall be held illegal or unenforceable under any laws of any jurisdiction applicable to the agreement the remainder of the agreement or the application of such provision to other persons or circumstances shall not be affected thereby

IN WITNESS WHEREOF the parties hereto have duly executed this Assignment.

2120826 Ontario Ltd.

Per: 

Name:

I have authority to bind the Corporation

R. & C. Job Holdings Inc.,

Per: 

Name:

I have authority to bind the Corporation



REPORT PW-2015-006

TO: Mayor and Members of Council

FROM: Don Creed, Director of Public Works and Parks

DATE: December 2, 2015

SUBJECT: Request for Speed Limit Reduction – Concession 4

RECOMMENDATIONS

That Report PW-2015-006 regarding a Request for Speed Limit Reduction be received; and that the request of residents on Concession 4 for a speed limit reduction be denied.

DISCUSSION

Purpose

The purpose of this Report is to provide Council with the information from the Transportation of Canada Speed Limit Guidelines, the 2015 traffic count study and the 2015 Ontario Provincial Police Speed Spy results.

Concession 4- Sideroad 20 to County Road # 35

Concession 4 currently has a 80 km/hr speed, residents in the area have expressed concerns regarding safety and have formally requested a speed limit reduction to 60 km/hr. The Transportation of Canada Guidelines for Speed Limits does not recommend the reduction to 60 km/hr. The Ontario Provincial Police deployed their Speed Spy on Concession 4 from May 10, 2015 to May 12, 2015; average speed for this timeframe was 77 km/hr. Township staff also completed a traffic count study for this area. The results of this traffic count are; average speed was 74 km/hr for a daily traffic count of 518 vehicles. Staff do not recommend granting the request made by the residents in the area to reduce the speed limit to 60 km/hr speed from the current 80 km/hr.

Financial Implications

N/A

Applicable Legislation and Requirements

Section 128 of the *Highway Traffic Act* authorizes the council of a municipality to pass a by-law to prescribe a rate of speed different from the rate set out in the legislation that is not greater than 100 km/hr and may prescribe different rates of speed for different times of day.

The *Highway Traffic Act* prescribes that the rate of speed is:

- 50 km/hr on a highway within a local municipality or within a built-up area
- 80 km/hr on a highway not within a built-up area that is within a local municipality that had the status of a Township on December 31, 2002 and, but for the enactment of the *Municipal Act, 2001*, would have had the status of a Township on January 1, 2003, if the municipality is prescribed by regulation.

Attachments

1. TAC Automated Speed Limit Guidelines Form
2. Email from Inspector Lawson regarding OPP Speed Spy
3. 2015 Traffic Count
4. Letter of request from the residents of the area on Concession 4



Automated Speed Limit Guidelines

FORM A - Automated Speed Limit Guidelines Spreadsheet

Version:
10-Apr-09

Name of Corridor:	Concession 4			
Segment Evaluated:	County Rd 35	to	Highway 6	
Geographic Region:	Ontario			
Road Agency:	Township of Puslinch			
Road Classification:	Collector	Length of Corridor:	2,800	m
Urban / Rural:	Rural	Design Speed: (Required for Freeway, Expressway, Highway)	80	km/h
Divided / Undivided:	Undivided	Current Posted Speed: (For information only)	80	km/h
Major / Minor:	Major	Prevailing Speed: (85th Percentile - for information only)	80	km/h
# Through Lanes Per Direction:	1 lane	Policy: (Maximum Posted Speed)	80	km/h

		RISK	Score
A1	GEOMETRY (Horizontal)	Lower	2
A2	GEOMETRY (Vertical)	Medium	4
A3	AVERAGE LANE WIDTH	Medium	2
B	ROADSIDE HAZARDS	Medium	6
C1	PEDESTRIAN EXPOSURE	Higher	3
C2	CYCLIST EXPOSURE	Higher	3
D	PAVEMENT SURFACE	Lower	3
E1	NUMBER OF INTERSECTIONS WITH PUBLIC ROADS	Number of Occurrences	1
	STOP controlled intersection	1	
	Signalized intersection	0	
	Roundabout or traffic circle	0	
	Crosswalk	0	
	Active, at-grade railroad crossing	0	
	Sidestreet STOP-controlled or lane	0	
E2	NUMBER OF INTERSECTIONS WITH PRIVATE ACCESS DRIVEWAYS	Number of Occurrences	4
	Left turn movements permitted	23	
	Right-in / Right-out only		
E3	NUMBER OF INTERCHANGES	Number of Occurrences	0
	Number of interchanges along corridor	0	
F	ON-STREET PARKING	N/A	0

Total Risk Score:

28

Recommended Posted Speed Limit (km/h):

As determined by road characteristics

70

As determined by policy

80

The recommended posted speed limit may be checked against the prevailing speeds of the roadway and the road's safety performance.

Comments:

ATTACHMENT "2

Don Creed

From: Ken Roth
Sent: June-02-15 8:20 AM
To: Don Creed
Subject: FW: Speed Spy

From: Lawson, Scott (OPP) [<mailto:Scott.Lawson@opp.ca>]
Sent: Monday, June 01, 2015 2:47 PM
To: Ken Roth; Dennis Lever
Cc: Miller, Krista (OPP)
Subject: RE: Speed Spy

Hi Ken, Mayor

As promised here are the results of the Speed Spy deployment.

Concession 4 Puslinch Twp

- May 10th @1020am to May 12th @ 0815am, posted 80 Km/h
- Average Speed - 77 Km/h, 50th Percentile @ 80 Km/h, 85th Percentile @ 90 Km/h

Hope this is of some assistance

Scott

From: Ken Roth [<mailto:kroth@puslinch.ca>]
Sent: 5-May-15 11:37 AM
To: Lawson, Scott (OPP)
Subject: Speed Spy

Good Morning Scott,

Thank you for considering placing the Speed Spy on concession 4 to verify concerns from residents. The complaints seem to be in the area from the landfill site to the stop sign.

Best Regards

Ken

Ken Roth
Township of Puslinch
Councillor

Report-3.1		Location : P-6EW CONCESSION 4 - 6982 CONCESSION 4									
		Dates : 14/05/2015									
Directions ———>		North Volume	%	South Volume	%	East Volume	%	West Volume	%	Total Volume	%
00:00	0:15							1	0.4%	1	0.2%
0:15	0:30										
0:30	0:45										
0:45	1:00					1	0.4%			1	0.2%
1:00	1:15										
1:15	1:30										
1:30	1:45										
1:45	2:00										
2:00	2:15							1	0.4%	1	0.2%
2:15	2:30										
2:30	2:45										
2:45	3:00					1	0.4%			1	0.2%
3:00	3:15										
3:15	3:30										
3:30	3:45										
3:45	4:00										
4:00	4:15										
4:15	4:30					1	0.4%	1	0.4%	2	0.4%
4:30	4:45					1	0.4%			1	0.2%
4:45	5:00							1	0.4%	1	0.2%
5:00	5:15					2	0.9%	1	0.4%	3	0.6%
5:15	5:30										
5:30	5:45					1	0.4%			1	0.2%
5:45	6:00					1	0.4%	1	0.4%	2	0.4%
6:00	6:15					3	1.3%			3	0.6%
6:15	6:30					7	3.0%	1	0.4%	8	1.5%
6:30	6:45							4	1.4%	4	0.8%
6:45	7:00					5	2.1%	1	0.4%	6	1.2%
7:00	7:15					3	1.3%	2	0.7%	5	1.0%
7:15	7:30					4	1.7%	3	1.1%	7	1.4%
7:30	7:45					3	1.3%	2	0.7%	5	1.0%
7:45	8:00					1	0.4%	4	1.4%	5	1.0%
8:00	8:15					5	2.1%	11	3.9%	16	3.1%
8:15	8:30					1	0.4%	10	3.5%	11	2.1%
8:30	8:45					7	3.0%	3	1.1%	10	1.9%
8:45	9:00					4	1.7%	3	1.1%	7	1.4%
9:00	9:15					2	0.9%	5	1.8%	7	1.4%
9:15	9:30					2	0.9%	2	0.7%	4	0.8%
9:30	9:45					2	0.9%	6	2.1%	8	1.5%
9:45	10:00					5	2.1%			5	1.0%
10:00	10:15					3	1.3%	2	0.7%	5	1.0%
10:15	10:30					3	1.3%	3	1.1%	6	1.2%
10:30	10:45					3	1.3%			3	0.6%
10:45	11:00					5	2.1%	2	0.7%	7	1.4%
11:00	11:15					2	0.9%	2	0.7%	4	0.8%
11:15	11:30					2	0.9%	4	1.4%	6	1.2%
11:30	11:45					2	0.9%	8	2.8%	10	1.9%
11:45	12:00					3	1.3%	5	1.8%	8	1.5%

12:00	12:15		3	1.3%	1	0.4%	4	0.8%
12:15	12:30		4	1.7%	5	1.8%	9	1.7%
12:30	12:45		4	1.7%	5	1.8%	9	1.7%
12:45	13:00		3	1.3%	2	0.7%	5	1.0%
13:00	13:15		2	0.9%	4	1.4%	6	1.2%
13:15	13:30		2	0.9%	4	1.4%	6	1.2%
13:30	13:45		7	3.0%	1	0.4%	8	1.5%
13:45	14:00		5	2.1%	2	0.7%	7	1.4%
14:00	14:15		5	2.1%	4	1.4%	9	1.7%
14:15	14:30		3	1.3%	5	1.8%	8	1.5%
14:30	14:45		4	1.7%	3	1.1%	7	1.4%
14:45	15:00		5	2.1%	2	0.7%	7	1.4%
15:00	15:15		3	1.3%	6	2.1%	9	1.7%
15:15	15:30		2	0.9%	6	2.1%	8	1.5%
15:30	15:45		8	3.4%	10	3.5%	18	3.5%
15:45	16:00		6	2.6%	9	3.2%	15	2.9%
16:00	16:15		8	3.4%	7	2.5%	15	2.9%
16:15	16:30		6	2.6%	7	2.5%	13	2.5%
16:30	16:45		5	2.1%	8	2.8%	13	2.5%
16:45	17:00		8	3.4%	11	3.9%	19	3.7%
17:00	17:15		2	0.9%	11	3.9%	13	2.5%
17:15	17:30				12	4.2%	12	2.3%
17:30	17:45		2	0.9%	7	2.5%	9	1.7%
17:45	18:00		5	2.1%	11	3.9%	16	3.1%
18:00	18:15		3	1.3%	3	1.1%	6	1.2%
18:15	18:30		7	3.0%	5	1.8%	12	2.3%
18:30	18:45		11	4.7%	2	0.7%	13	2.5%
18:45	19:00		1	0.4%	4	1.4%	5	1.0%
19:00	19:15		2	0.9%	2	0.7%	4	0.8%
19:15	19:30		3	1.3%	3	1.1%	6	1.2%
19:30	19:45		2	0.9%	4	1.4%	6	1.2%
19:45	20:00		4	1.7%	1	0.4%	5	1.0%
20:00	20:15				6	2.1%	6	1.2%
20:15	20:30							
20:30	20:45		3	1.3%	1	0.4%	4	0.8%
20:45	21:00		1	0.4%	5	1.8%	6	1.2%
21:00	21:15							
21:15	21:30		3	1.3%	2	0.7%	5	1.0%
21:30	21:45		1	0.4%	3	1.1%	4	0.8%
21:45	22:00				1	0.4%	1	0.2%
22:00	22:15				1	0.4%	1	0.2%
22:15	22:30		1	0.4%	1	0.4%	2	0.4%
22:30	22:45				1	0.4%	1	0.2%
22:45	23:00		1	0.4%	2	0.7%	3	0.6%
23:00	23:15							
23:15	23:30		3	1.3%	3	1.1%	6	1.2%
23:30	23:45		1	0.4%	2	0.7%	3	0.6%
23:45	00:00							
Total			234		284		518	100.0%
			45.2%		54.8%		100.0%	
AM PEAK			7		11		16	
period			6:15		8:00		8:00	
% of class				3.0%		3.9%		3.1%
PM PEAK			11		12		19	
period			18:30		17:15		16:45	
% of class				4.7%		4.2%		3.7%

Report-2.3		CONCESSION 4 - 6982 CONCESSION 4																
		Location :		P-6EW														
		Direction :		East + West														
		Dates :		14/05/2015														
Speeds,km/h ----->		41	41	51	61	71	81	91	101	111	121	131	141	151	160	Total	Pace Speed	Number in Pace
00:00	0:15					1										1	56.7-76.7	1
0:15	0:30																	
0:30	0:45																	
0:45	1:00						1									1	69.5-89.5	1
1:00	1:15																	
1:15	1:30																	
1:30	1:45																	
1:45	2:00																	
2:00	2:15	1														1	15.7-35.7	1
2:15	2:30																	
2:30	2:45																	
2:45	3:00					1										1	55.0-75.0	1
3:00	3:15																	
3:15	3:30																	
3:30	3:45																	
3:45	4:00																	
4:00	4:15																	
4:15	4:30			1						1						2	34.8-54.8	1
4:30	4:45							1								1	70.6-90.6	1
4:45	5:00				1											1	46.5-66.5	1
5:00	5:15							1	1	1						3	80.7-100.7	2
5:15	5:30																	
5:30	5:45						1									1	60.8-80.8	1
5:45	6:00						1	1								2	62.9-82.9	2
6:00	6:15				1	1	1									3	70.8-90.8	3
6:15	6:30					3	2	2			1					8	75.8-95.8	7
6:30	6:45				1	2	1									4	66.4-86.4	4
6:45	7:00					4		2								6	74.1-94.1	6
7:00	7:15					1	2	2								5	65.9-85.9	5
7:15	7:30			1	1	1	2	1			1					7	51.3-71.3	3
7:30	7:45				1	1	1	1	1		1					5	63.7-83.7	3
7:45	8:00					1	2	2								5	70.7-90.7	4
8:00	8:15	1		2	1	7	3	2								16	68.8-88.8	10
8:15	8:30	1			2	4	4									11	68.8-88.8	8
8:30	8:45				1	4	2	1		2						10	67.4-87.4	7
8:45	9:00		2	2	1		1	1								7	39.6-59.6	4
9:00	9:15			1	1	1	2	2								7	62.0-82.0	4
9:15	9:30	2		1	1											4	20.9-40.9	2
9:30	9:45	2			1	3	2									8	66.5-86.5	6
9:45	10:00	1			1	1	1	1								5	63.0-83.0	3
10:00	10:15				3	1	1									5	55.1-75.1	4
10:15	10:30	1				2	2	1								6	68.3-88.3	4
10:30	10:45			1	1	1										3	52.9-72.9	3
10:45	11:00			1	1	2	3									7	68.5-88.5	6
11:00	11:15				1	2	1									4	65.4-85.4	4
11:15	11:30		2	1	1		2									6	41.1-61.1	4
11:30	11:45	4		1	3	1	1									10	52.7-72.7	5
11:45	12:00	1		1	2	1	3									8	52.4-72.4	4

Attachment "3"

November 3, 2015

To: Mayor Dennis Lever
Councillor Matthew Bulmer
Councillor Susan Fielding
Councillor Ken Roth
Councillor Wayne Stokley
Township of Puslinch

Re: A request that the speed limit on Puslinch Concession 4, between Sideroad 20 and Wellington County Road 35 be reduced and posted at 60 KPH.

Dear Sirs and Madam:

Enclosed with this letter is a petition regarding the request stated above. The petition has been signed by residents of Puslinch Concession 4, between Sideroad 20 and Wellington Road 35. Without exception, we are of the opinion that the current speed limit is dangerously high on this section of Puslinch Concession 4.

Our reasons for this concern and for this request are:

- The Aberfoyle Waste Transfer Station is located on the section of the road under consideration. On Wednesdays, Fridays and, especially, Saturdays, there are hundreds of cars going in and out of this facility. The current speed limit is too high and unsafe with regard to the congestion that develops at the entrance and exit during hours of operation.
- Cars and trucks at all times of day and night travel at high speeds (90 – 100 kph) along this part of Concession 4. The road is narrow with limited shoulder area and there are many blind spots. There are 13 residences on this section and residents, coming and going as they do during a day, are threatened by these speeding vehicles.
- Each weekday, 6-8:30 am and 4-6 pm, traffic doubles (from other daytime rates) on the road and most cars travel over 80 KPH. People collecting mail, walking alone or with their dogs, or cycling are in a dangerously unsafe situation at these times.
- The Donkey Sanctuary of Canada Farm is open to the public 2 days/week, 7 months of the year. On Open Days, especially Sundays, hundreds of cars enter and exit the property. These visitors are almost always unfamiliar with the area and they make sudden u turns and last second speed adjustments as they enter and exit. To date, two accidents have occurred and residents have witnessed many near misses.

- There are 5 driveways on the sides of hills on this part of Concession 4 where visibility is dangerously limited when a car is exiting.
- Entrances to the fields of 4 working farms are on this section of Concession 4. Large farm vehicles entering and exiting these fields travel at a much slower rate and impatient drivers often veer around them in areas where visibility is poor.
- The residents who have signed this petition have lived at their addresses for over 10 years. In that time, we have seen the traffic increase at least twofold on the road and we all agree that the current speed is too high for such density of traffic.

We consider that the safety of our residents and of the travellers on our roads should be a primary concern of the Puslinch Township Council. For safety's sake we ask that this request will be granted.

Thank you for your attention to this matter and we look forward to your reply.

Sincerely,
Sandra J. Pady
Sandrapady70@gmail.com or 519-821-0699

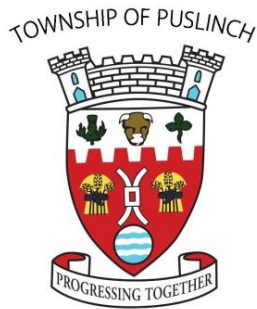
cc. Karen Landry, CAO/Clerk

Barbara Crawley
Irene LaPointe
Greg Bowles
Lori Ball
Lisbeth and Fred Brunmeier
Valerie Jackson
Jennifer Tolrins
Peter Prior
Dorothy and Michael Briggs
Monica and Scott Lawson
David Pady
Mina Maglietta
Adam Bowman
Sarah Straughan

SEPTEMBER, 2015

WE THE UNDERSIGNED RESIDENTS OF PUSLINCH TOWNSHIP REQUEST THAT THE SPEED LIMIT ON PUSLINCH CONCESSION 4 BETWEEN SIDEROAD 20 AND WELLINGTON COUNTY ROAD 35 BE REDUCED FROM 80 KPH TO 60 KPH.

NAME	ADDRESS	SIGNATURE
Sandra Pady	6985 Conc 4	[Signature]
J. Brunnmeier	6982 Conc. 4	[Signature]
J. Brunnmeier	6982 Conc 4	[Signature]
[Signature]	6992 Conc. 4	VACANCY INC. & SO.
Peter P. [Signature]	7000 Conc. 4	[Signature]
David Pady	6985 Conc 4	[Signature]
Mina Maglietta	6985 Conc. 4	[Signature]
Scott & Monica Larson	6999 Conc 4	[Signature]
Dorothy & Michael Briggs	7004 Conc. 4	[Signature]
Michael Briggs	7004 Conc 4	[Signature]
[Signature]	6890 Conc 4	[Signature]
Laurie Ball	6968 Conc 4	[Signature]
Greg Bowles	6968 Conc. 4	[Signature]
Norm Bowman	6981 Conc. 4	[Signature]
Sarah Stranghan	6981 Conc 4	[Signature]
Irene Lalonde	6925 Conc 4	[Signature]
Jennifer Turner	6996 Conc 4	[Signature]



REPORT REC-2015-011

TO: Mayor and Members of Council

FROM: Marissa Herner, Communications Associate/C.S.R
Karen Landry, CAO/Clerk

MEETING DATE: December 16, 2015

SUBJECT: Agreement with Calvary Baptist Church and the Puslinch Minor Soccer Club
File No. L04-CAL

RECOMMENDATIONS

That Report REC-2015-011 regarding the Agreement with Calvary Baptist Church and Puslinch Minor Soccer Club be received;

That Council enact a by-law to authorize the Mayor and Clerk to execute the Agreement with Calvary Baptist Church and Puslinch Minor Soccer Club; and

That Council enact a by-law to amend the User Fee By-Law in accordance with Report REC-2015-011.

PURPOSE

The purpose of this report is to obtain authorization from Council to enter in to an Agreement with the Calvary Baptist Church and Puslinch Minor Soccer Club for the provisions of soccer and the maintenance of soccer fields at the Calvary Baptist Church.

SUMMARY

In 2009, the Township of Puslinch (Township) recognized the need for additional soccer pitches in the Township, in response to a request from the Puslinch Minor Soccer Club (PMSC). The PMSC approached the Calvary Baptist Church (CBC) in Arkell to utilize their vacant land (to the west of the Church and Church's parking lot) as a soccer field.

By making use of the CBC's lands, the PMSC was able to utilize an additional location for soccer and the CBC was able to attain their goal of providing services to the overall community.

On an annual basis, beginning in 2009, the Township, PMSC, and CBC have had an unwritten agreement for the use of the CBC's land by the PMSC and maintenance of the soccer fields by the Township.

The PMSC has expressed an interest to the Township that they wish to continue to use the CBC's lands for the 2016 season.

Township staff has drafted a written agreement to reflect current practices and standards as recommended in the Recreation and Parks Master Plan and the Township's Insurance Provider.

Staff recommend that the 2016 user fees for PMSC be increased to \$12.00 per resident and \$30.00 per non-resident player to assist with the recovery of the full costs of the maintenance of the CBC fields. The PMSC does not object to the increase the respective user fees for the 2016 season. Please refer to Schedule "C" for a copy of correspondence, dated December 10, 2015.

The proposed Agreement has been discussed, reviewed, and approved by all parties.

Below is a summary of the terms of the Agreement as follows:

GENERAL PROVISIONS

- The CBC agrees to allow the PMSC to use the Soccer Facility and Parking Facility on the Lands for the Playing Season as outlined in the Use Schedule.
- The Township agrees to undertake the Soccer Facility Maintenance Program as set out in Schedule "A" to this agreement.
- The PMSC shall at all times comply with all applicable laws pertaining to its use of the Lands pursuant to this agreement.
- The term of this Agreement shall be for two (2) years. This Agreement may be renewed for an additional (1) year on the same terms or amended terms upon being agreed to by all Parties.
- The PMSC shall be responsible for all equipment

SCOPE

- A Use Schedule is to be established annually in May by mutual consent of all Parties.
- The PMSC will notify the CBC and the Township of any changes to the Use Schedule one (1) week in advance of such change.

- The Township will notify the PMSC and CBC of any changes to the Soccer Facility Maintenance Program in advance.
- The CBC will notify the Township and the PMSC of any major maintenance work it plans to undertake to the Soccer Facility or Parking Facility.

TERMINATION

Notwithstanding, anything else in this Agreement, any Party may terminate this Agreement, and the licence hereby granted, effective immediately on written notice to all Parties if:

- a) A Party is in default of any of its covenants, obligations or agreements contained in this Agreement.

The PMSC, CBC, or the Township may, at any time and for any reason, terminate this Agreement by giving ninety (90) days written notice to that effect.

INSURANCE

The PMSC shall, at its expense, obtain and keep in force during the term of this agreement, General Liability Insurance satisfactory to the Township and CBC, be written by an insurer licensed to conduct business in Ontario and include but not be limited to the following:

- a) A limit of liability not less than \$5,000,000/occurrence;
- b) The Township and CBC shall be named as the additional insured;
- c) The policy shall contain a provision for cross liability in respect of the named insured; and a severability of interest clause;
- d) That 30 days prior notice of cancellation in the policy be given in writing to the Township and CBC.

FINANCIAL IMPLICATIONS

In 2015, the User Fees for the PMSC was \$10.00 per resident and \$25.00 per non-resident. The Township collected \$1,890.00 (189 residents) and \$8,575.00 (343 non-residents) for a total of \$10,465.00 collected for User Fees in 2015.

The Township's maintenance costs to maintain the lands utilized by the PMSC for the provisions of soccer at the Puslinch Community Centre, Badenoch Community Centre, and Arkell are as follows:

Puslinch Community Centre: \$3,346.92
Badenoch Community Centre: \$6,385.84
Arkell: \$12,230.68

In total, the Township's maintenance cost for the Puslinch Community Centre, Badenoch Community Centre, and Arkell is \$21,963.44.

For further details on the maintenance cost of the lands at the Puslinch Community Centre, Badenoch Community Centre, and Arkell for the provisions of soccer, see Schedule "A"

For Council's information, details on user fees and maintenance costs pertaining to other Township sport clubs are outlined in Schedule "B".

Staff recommends an increase in the user fees to \$12.00 per resident and \$30.00 per non-resident player to assist with recovery of the full costs of the maintenance of the Calvary Baptist Church fields.

It is recognized that further financial analysis will be required once decisions are made regarding recommendations outlined in the Recreation and Parks Master Plan and Puslinch Community Centre Parks Concept. This will assist the Township in developing associated fees and standardized recovery rates for all clubs, such as tennis, baseball, and soccer.

APPLICABLE LEGISLATION AND REQUIREMENTS

Municipal Act, S.O. 2001, C.25

ATTACHMENTS

Schedule "A" – Agreement

Schedule "B" – User Fees and Facility Maintenance Program

Schedule "C" – Correspondence from Mr. Bruce Joy, President of the Puslinch Minor Soccer Club

SCHEDULE "A"
Agreement

AGREEMENT made this xx day of December, 2015.

B E T W E E N:

CALVARY BAPTIST CHURCH
(Hereinafter referred to as "CBC")

PARTY OF THE FIRST PART

-and-

PUSLINCH MINOR SOCCER CLUB
(hereinafter referred to as the "PMSC")

PARTY OF THE SECOND PART

-and-

THE CORPORATION OF THE TOWNSHIP OF PUSLINCH
(hereinafter referred to as the "Township")

PARTY OF THE THIRD PART

WHEREAS the CBC is the owner of the Lands described as Lots 9 to 12, 16, 17 Plan 131 more particularly described as Part Lots 13 to 15, 18 to 21, common road allowance RP 61R5087;

AND WHEREAS the CBC has developed a soccer field on its Lands for which it is willing to provide limited scheduled access to soccer and parking facilities at the CBC to the PMSC;

AND WHEREAS the Township provides maintenance of the Soccer Facility on behalf of the PMSC;

AND WHEREAS the purpose of this Agreement is to outline the roles and responsibilities of each Party.

DEFINITIONS

1. In this Agreement:
 - a) **"Lands"** mean the property owned by the CBC described as Lots 9 to 12, 16, 17 Plan 131 more particularly described as Part Lots 13 to 15, 18 to 21, common road allowance RP 61R5087 and as shown in Schedule "B" but does not include the Church.
 - b) **"Soccer Facility"** shall consist of the soccer field and grass area around the field, situated on the Lands as outlined on Schedule "B".

- c) **“Parking Facility”** shall be defined as the parking area as outlined on Schedule “B”.
- d) **“Use Schedule”** means the seasonal schedule to be established annually to allocate use of the soccer facility and parking facility in accordance with the terms of this agreement.
- e) **“Playing Season”** shall be defined as a period from May 1 through to November 1 with daily hours of operation 9:00 a.m. to dusk, excluding Sundays.
- f) **“Soccer Facility Maintenance Program”** means the maintenance works to be provided by the Township to the Soccer Facility.

SCHEDULES

2. The following Schedules are attached to and form part of this Agreement:

Schedule “A” sets out the Soccer Facility Maintenance Program which is to be provided by the Township to the Soccer Facility.

Schedule “B” consists of the subject Lands showing the location and extent of the Soccer Facility and Parking Facility.

GENERAL PROVISIONS

- 4.1 The CBC agrees to allow the PMSC to use the Soccer Facility and Parking Facility on the Lands for the Playing Season as outlined in the Use Schedule.
- 4.2 The Township agrees to undertake the Soccer Facility Maintenance Program as set out in Schedule “A” to this agreement.
- 4.3 The PMSC shall at all times comply with all applicable laws pertaining to its use of the Lands pursuant to this agreement.
- 4.4 The term of this Agreement shall be for two (2) years. This Agreement may be reviewed for an additional one (1) year on the same terms or amended terms upon being agreed to by all Parties.
- 4.5 The PMSC shall be responsible for all soccer equipment.

ADMINISTRATIVE PROCEDURES

- 5.1 A Use Schedule is to be established annually in May by mutual consent of all Parties.
- 5.2 The PMSC will notify the CBC and the Township of any changes to the Use Schedule one (1) week in advance of such change.
- 5.3 The Township will notify the PMSC and CBC of any changes to the Soccer Facility Maintenance Program in advance.
- 5.4 The CBC will notify the Township and the PMSC of any major maintenance work it plans to undertake to the Soccer Facility or Parking Facility.

USER MAINTENANCE FEES

- 6.1 The PMSC shall pay to the Township an annual fee of \$12.00 for every Resident player of the Township and \$30.00 for every Non-Resident player of the Township.

LIABILITY INSURANCE AND INDEMNITY

- 7.1 The PMSC and CBC agree to indemnify and hold harmless the Township, its elected officials, officers, employees, volunteers and agents, from and against any and all liabilities, claims, expenses, demands, losses, costs, damages, bodily injury, sickness, disease or death or to damage to or destruction of tangible property caused by any acts or omissions or negligence of the PMSC or CBC, its officers, agents employees, participants, players, invitees, including parents, fans, or others occurring in or on the Lands or any part thereof and, as a result of the activities under this agreement.
- 7.2 The Township assumes no liability or responsibility in any way for any personal injury or death that might be suffered or sustained by the PMSC, CBC, or an employee of the PMSC, CBC, or any other person who may be on the Lands, or any loss or damage or injury to any property caused by water, fire, theft or otherwise whatsoever, to the goods and chattels of the PMSC and CBC, an employee of the PMSC, CBC, or any other person who may be on the Lands except to the extent caused by the negligence or willful misconduct of the Township or any person for whom the Township is responsible.
- 7.3 The PMSC shall, at its expense, obtain and keep in force during the term of this agreement, General Liability Insurance satisfactory to the Township and CBC, be written by an insurer licensed to conduct business in Ontario and include but not be limited to the following:

- (a) A limit of liability not less than \$5,000,000/occurrence;
- (b) The Township and CBC shall be named as the additional insured;
- (c) The policy shall contain a provision for cross liability in respect of the named insured; and a severability of interest clause;
- (d) That 30 days prior notice of cancellation in the policy be given in writing to the Township and CBC.

TERMINATION

- 8.1 Notwithstanding, anything else in this Agreement, any Party may terminate this Agreement, and the licence hereby granted, effective immediately on written notice to all Parties if:
- (a) A Party is in default of any of its covenants, obligations or agreements contained in this Agreement.
- 8.2 The PMSC, CBC, or the Township may, at any time and for any reason, terminate this Agreement by giving ninety (90) days written notice to that effect.
- 8.3 Termination of this Agreement shall not affect the Parties' rights, responsibilities, obligations or liabilities arising during the term of the Agreement with respect to matters arising prior to the date of termination and shall not affect any right or remedy to which a Party would otherwise be entitled.

SERVICE OF NOTICE

- 9.1 Any notice required or given pursuant to this Agreement shall be sufficiently given if: personally delivered, postage prepaid at any time other than during a general discontinuance of postal services due to a strike, lockout or otherwise; or sent by email, as follows:

In the case of the Township:

Karen Landry, CAO/Clerk
Township of Puslinch
7404 Wellington Road 34
Puslinch, ON N1H 6H9

Tel: 519-763-1226 x 214
Email: admin@puslinch.ca

In the case of the PMSC:

Bruce Joy, President
The Puslinch Minor Soccer Club
7 Clair Road West
PO Box 27002
Guelph, ON N1H 6H9

Tel: 519-823-3172
Email: president@puslinchsoccer.ca

In the case of the CBC:

Brenda Jones, Administrative Assistant
The Calvary Baptist Church
454 Arkell Road
Guelph, ON N11L 0J4

Tel: 519-824-1161
Email: brenda@calvaryguelph.com

9.2 Any notice shall be deemed to have been given and received by the party to whom it is addressed if:

- (a) Delivered, on the date of delivery;
- (b) Mailed, on the fifth day after the mailing thereof;
- (c) Email transmission before 4:30 p.m., on the date of the email transmission;
- (d) Email transmission after 4:30 p.m., on the next business day following email transmission.

THE CORPORATION OF THE TOWNSHIP OF PUSLINCH

Dennis Lever, Mayor

Karen Landry, CAO

PUSLINCH MINOR SOCCER CLUB

Bruce Joy, President

Alison McCrindle, Secretary

CALVARY BAPTIST CHURCH

Name and Title

Name and Title

SCHEDULE "A"

Soccer Facility Maintenance Program

Grass Cutting

Once per seven days during the period of May 1 through to October 1 for sports fields.

Weed Control

No pesticides will be used on-site per the ban on cosmetic pesticides as enacted by the Province through amendments to the Pesticide Act. The elimination of pesticide use will be offset by an increase in fertilizing, top-dressing, and aeration.

Portable Washrooms

Contracted supply and maintenance of 1 portable toilet (Arkell) for the season (end of April to end of September).

2015 Soccer Field Maintenance Costs

Type	Fee
Equipment – Truck, Trailer, Mower	\$50.00/hr
Labour Benefits	\$31.72/hr
Total	\$81.72/hr

Facility	Hours x Weeks	Hours x Weeks Total	Rolling	Fertilize
Arkell	6 hrs x 24 wks x \$81.72	\$11,727.68	\$503.00	\$0
Total		\$11,727.68	\$503.00	\$0

For Information Purposes Only:

Facility	Hours x Weeks	Hours x Weeks Total	Rolling	Fertilize
Puslinch Community Centre	1.5 hrs x 24 wks x \$81.72	\$2,971.92	\$125.00	\$250.00
Badenoch	3 hrs x 24 wks x \$81.72	\$5,883.84	\$252.00	\$250.00
Total		\$8,855.76	\$377.00	\$500.00

Portable Washrooms

Contracted supply and maintenance of 1 portable toilet (Badenoch) for the season (end of April to end of September).

SCHEDULE “B”
User Fee and Maintenance Program

Type	Fee
Equipment – Truck, Trailer, Mower	\$50.00/hr
Labour Benefits	\$31.72/hr
Total	\$81.72/hr

2015 Baseball Diamond Maintenance Cost:

Facility	Hours x Weeks	Hours x Weeks Total	Rolling	Fertilize	Total
Puslinch Community Centre, Badenoch Community Centre, and Arkell	6 hrs x 24 wks x \$81.72	\$11,767.68	\$375.00	\$750.00	\$12,892.68
Hydro					\$1,983.01
TOTAL					\$14,875.69

2015 Tennis Maintenance Costs:

Facility	Hydro Fees	Total
Puslinch Community Centre Tennis Courts	\$503.64	\$503.64

2015 User Fees:

	Resident	Non-Resident	Total
Baseball	\$680.00 (68 residents)	\$1,225.00 (49 non-residents)	\$1,905.00
Tennis	\$550.00 (55 residents)	\$275.00 (11 non-residents)	\$825.00

SCHEDULE "C"
Correspondence from Mr. Bruce Joy,
President of the Puslinch Minor Soccer Club

Hi Karen and Marissa ,

Thank you for updating me with regards to the agreement and user fees. I have forwarded on the agreement to the Calvary Baptist Church for their review.

The Puslinch Minor Soccer Club does not object to the raise in User Fees for 2016. We would like to note that based on the maintenance cost's provided by the township the cost recovery for Soccer was 47.6 % which was significantly higher than Baseball (12.8%) in 2015. The club also pays for nets, corner posts, paint and the painting which are not included in these costs.

We look forward to continuing our relationship with the township and are eagerly waiting for the new soccer fields to be built.

Regards,

Bruce Joy
President
Puslinch Minor Soccer Club
7 Clair Road West
PO Box 27002 Guelph, ON N1L 0A0
president@puslinchsoccer.ca
www.puslinchsoccer.ca

COUNTY OF WELLINGTON

2016-2020 Five Year Plan

Presentation to Wellington County Council

November 19, 2015



Agenda

- ▶ 2016 Budget Process & Timeline
- ▶ Overview
- ▶ Highlights of Capital and Operating 5 Year Plans
- ▶ Summary

2016 Budget Process and Timeline:

August – October (2015)

- ▶ 5 year plan from 2015 updated by Treasury staff for 2016 - 2020
- ▶ Includes Staff submissions for significant impacts/changes for operating & capital budgets and user fees
- ▶ Preliminary 5 year plan reviewed by Senior Advisory Committee

November – December (2015)

- ▶ Preliminary 5 year plan and 2016 User fees presented to each Standing Committee
- ▶ All presented to AF & HR Committee (Special Presentation Meeting – November 19th, 2015)
- ▶ 2016 User fees approved by Council/ Preliminary 5 year plan received for information by Council
- ▶ Staff development of detailed operating budgets
- ▶ Detailed budgets reviewed by CAO & Department Heads.
- ▶ Treasury staff update budget and forecast for new information and conduct review for accuracy

2016 Budget Process and Timeline:

January (2016)

- ▶ Special meeting of County Council to review 2016 Budget and 5 year plan (January 11th, 2016)
- ▶ Standing Committees review 2016 Budget and 5 year plan and make recommendations to AF&HR
- ▶ The Administration, Finance and Human Resources Committee reviews all recommendations and then recommends any budget amendments to County Council
- ▶ Council approves 2016 Operating and Capital Budgets and approves 2017-2020 forecast in principle

2016 - 2020 - 5 year plan – What it includes & What it doesn't

► Includes:

- Information available that has been reviewed at high level by SAC

- Includes Staff submissions for:

1. Significant increase/decrease to operating budgets (example – new staff position, new maintenance contract)
2. 5 year capital budget forecast including changes to timing, scope, new or deleted projects and proposed financing
3. 2016 Proposed User fees

2016 - 2020 - 5 year plan – What it includes & What it doesn't

▶ Does not include:

- ▶ Detailed line by line departmental operating budget submissions and capital budgets reviewed by CAO
- ▶ Salary & benefit model still being updated
- ▶ Updated information available in November and December - tax levy changes, grant funding, capital project changes
- ▶ OMPF Funding announced November 17th - \$150,000 lower annually than anticipated in previous 5 year plan
- ▶ Notice to advance to full application for Badley Bridge in November
- ▶ Approval of 2016 Citizen and Immigration Programme Funding (CIC) in December

“The Preliminary Budget and Five Year Forecast shall serve as a guideline for departments in preparing their detailed current year operating and capital budget.”

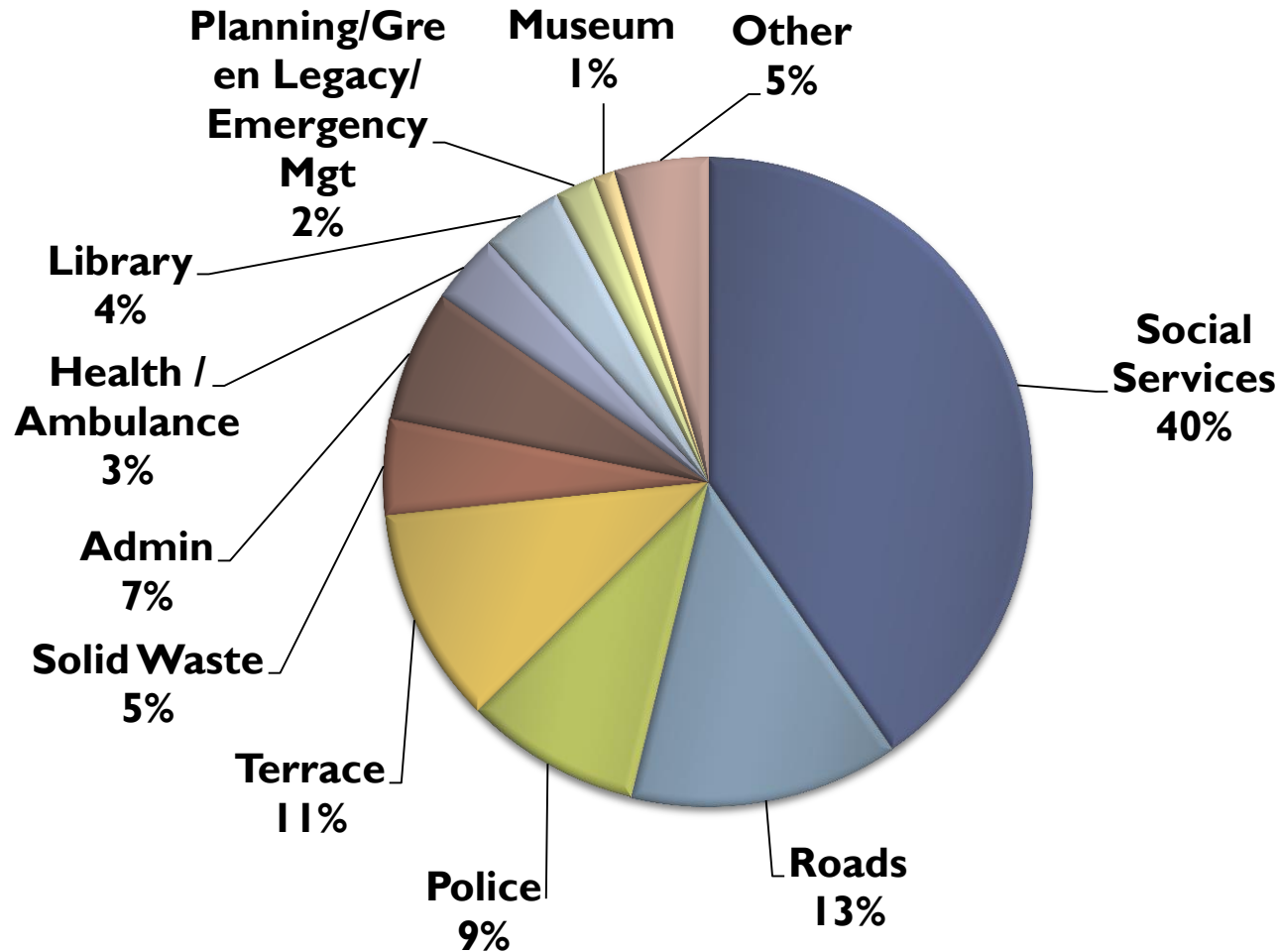
- County of Wellington Budget Review, Approval and Amendment Policy.

2016 - 2020 - 5 year plan – Operating Budget

► Preliminary 5 year projected tax impacts

	2016	2017	2018	2019	2020
Gross Expenditure (\$ millions)	\$190.8	\$199.4	\$206.1	\$212.4	\$218.9
Tax Levy (\$ millions)	\$88.1	\$95.0	\$99.6	\$103.8	\$108.0
County tax impact (% year/year change)	3.3%	6.8%	3.8 %	3.2%	3.1%

2016 Preliminary Gross Expenditure by Programme



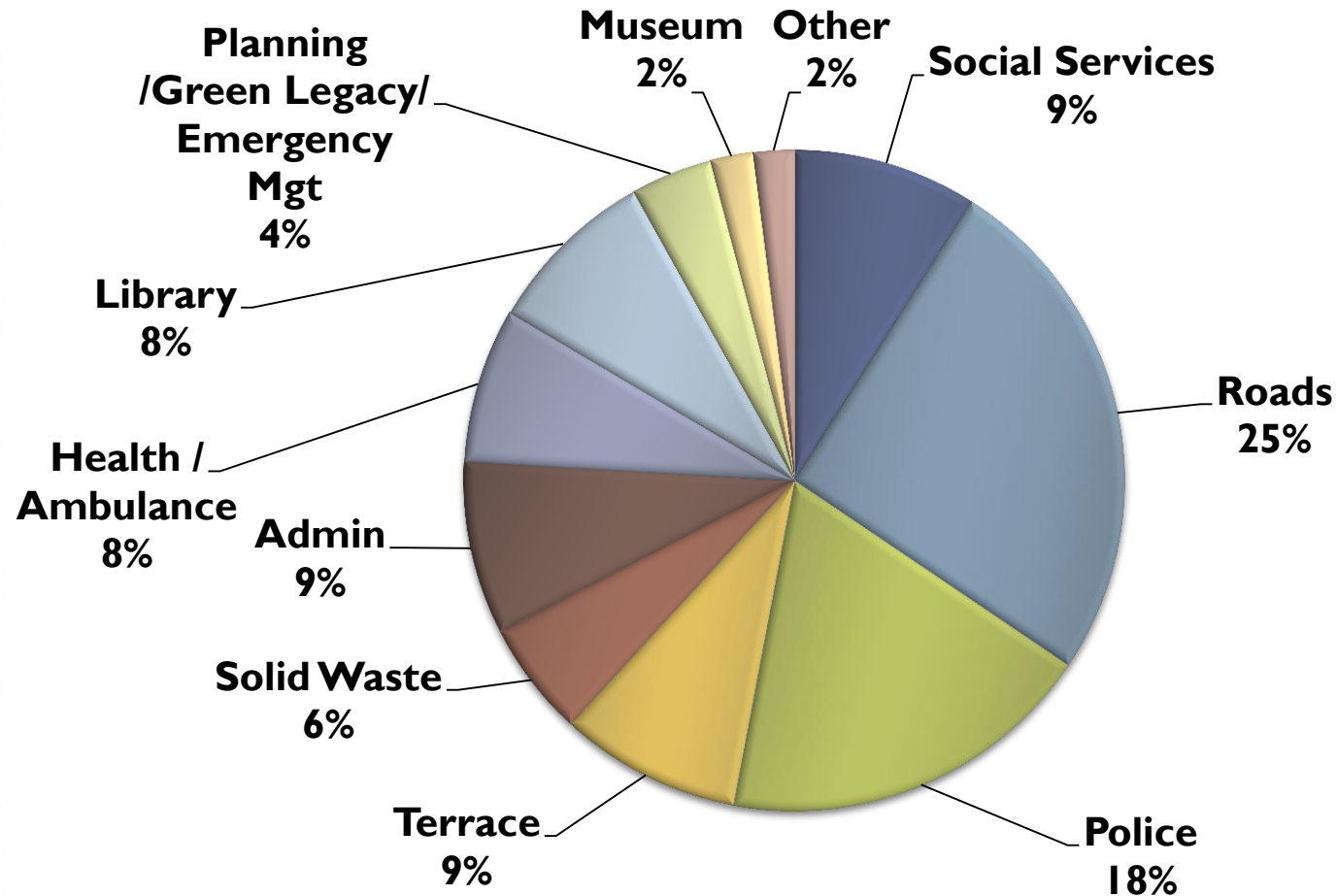
\$77.0 million – Social Services

\$25.6 million – Roads

\$20.6 million – Wellington Terrace

\$16.7 million – Police

2016 Preliminary Net Levy Impact by Programme



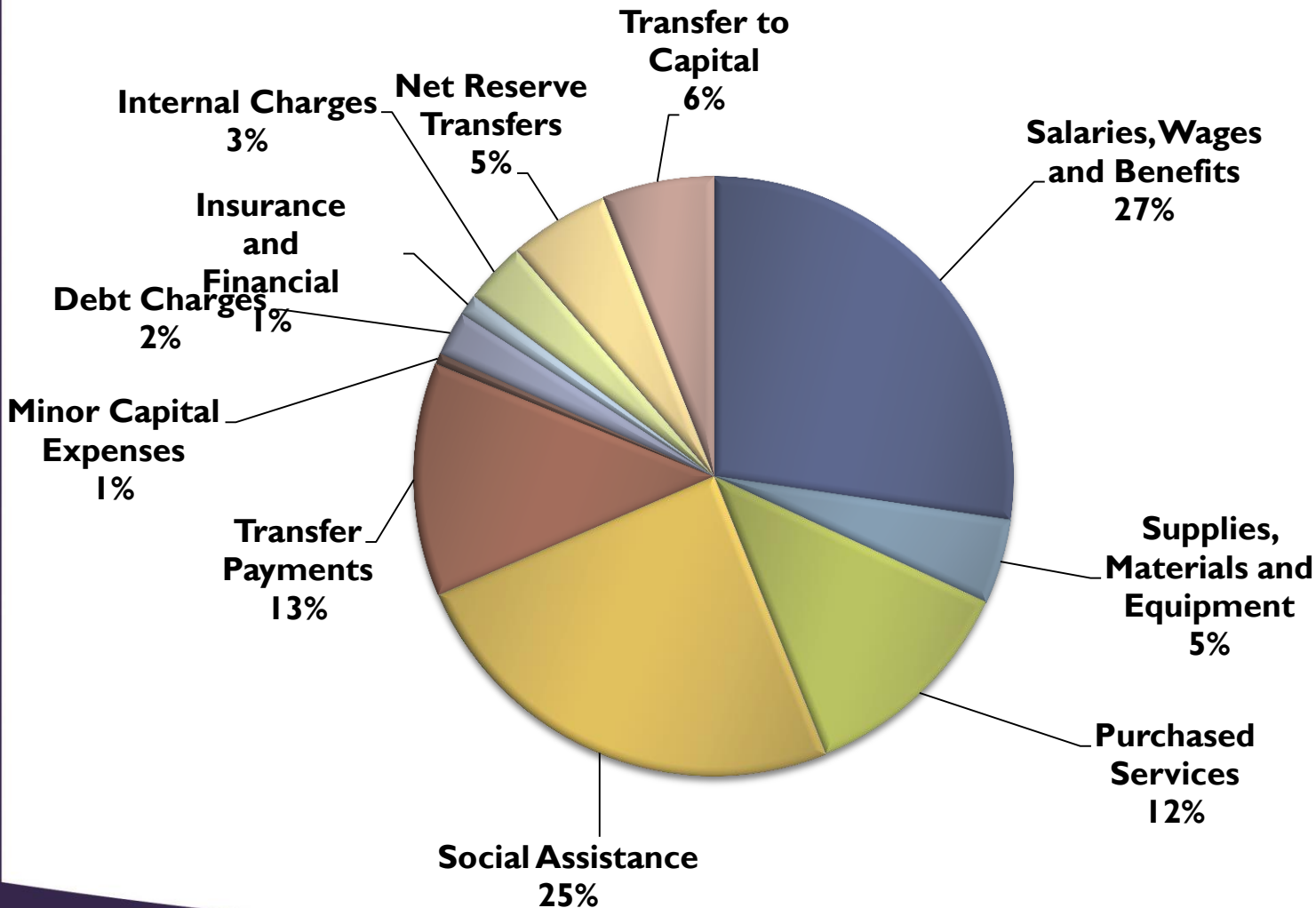
\$22.4 million – Roads

\$16.3 million – Police

\$7.9 million –Social Services

\$7.8 million – Wellington Terrace

2016 Preliminary Budget by Expenditure Type



\$52.1 million – Salaries and Wages

\$46.9 million – Social Assistance

\$24.0 million – Transfer Payments

\$22.8 million – Purchase Services

2016 - 2020 - 5 Year Plan

Challenges to keep in mind:

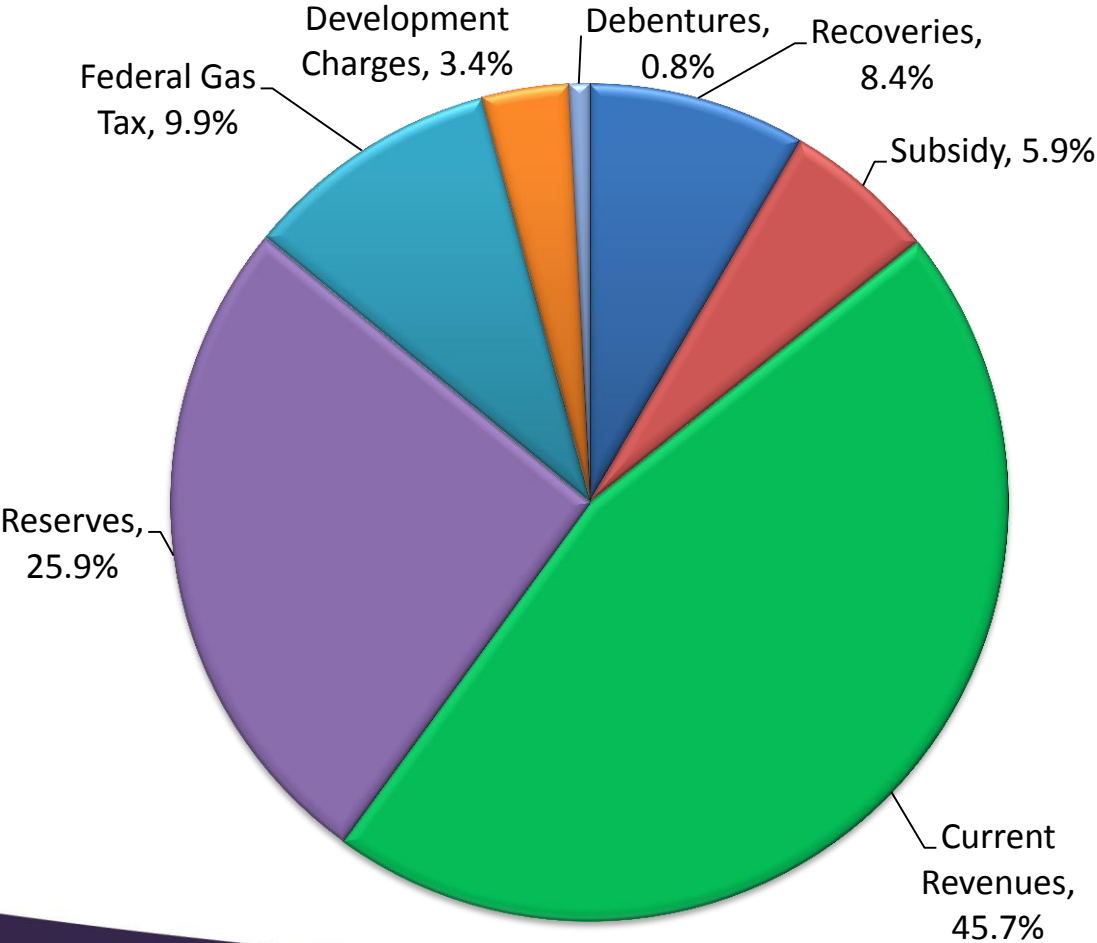
1. Wellington County has a large geographic area with low population density
 - ▶ Therefore requires more infrastructure that is funded by fewer people
2. Wellington County has growth in population aged 45 and older
 - ▶ An aging population increase the demand for some County services including access to hospitals, paramedics, public health, long-term care and affordable housing

Sources of Financing - 5 year Plan – Capital

The 5 Year Plan is developed using the principles outlined in the County of Wellington Capital Budget and Long Term Financing Policy as follows:

- ▶ Maximize the use of *grants and subsidies* from senior levels of government or other sources
- ▶ Use *development charges* to fund growth-related capital works
- ▶ To the greatest extent possible, fund the County share of capital through *current year tax levy*
- ▶ Use *capital reserves* to finance capital works and to limit large fluctuations in tax levy funding
- ▶ Debentures are considered *“financing” of last resort* and only to be used for:
 - ▶ Equipment and machinery when there are insufficient funds in the equipment reserve of tax levy
 - ▶ Capital projects in excess of \$1 million where insufficient reserve and current year tax levy financing exists
 - ▶ Emergency capital expenditures

2016-2020 Capital Financing



\$69.9 million – 45.7% of capital spending will be funded from tax levy

\$39.7 million – 25.9% funded through reserve

\$24.3 million - 16% funded through Fed and Prov subsidies including Fed Gas Tax

\$5.2 million - 3.4% funded from Development Charges

Only one project scheduled to be debt financed:

\$1.2 million for the rebuild of the Drayton Shop (2016)



Sources of Financing - 5 year Plan - Debt

“The overriding principle with respect to capital budget financing is to adopt a “pay-as-you-go” approach, and therefore to minimize or avoid altogether the issuance of debentures or other forms of long term financing”

- County of wellington Capital Budget and Long Term Financing Policy

Benefits of Pay-as-you-go include:

- The financial consequences of capital spending are faced as the spending decisions are being made
- Paying for capital costs up front encourages a realistic level of spending
- Provides greater operating flexibility
- Avoid interest, fiscal agent fees and debenture issuance costs

Sources of Financing - 5 year Plan - Debt

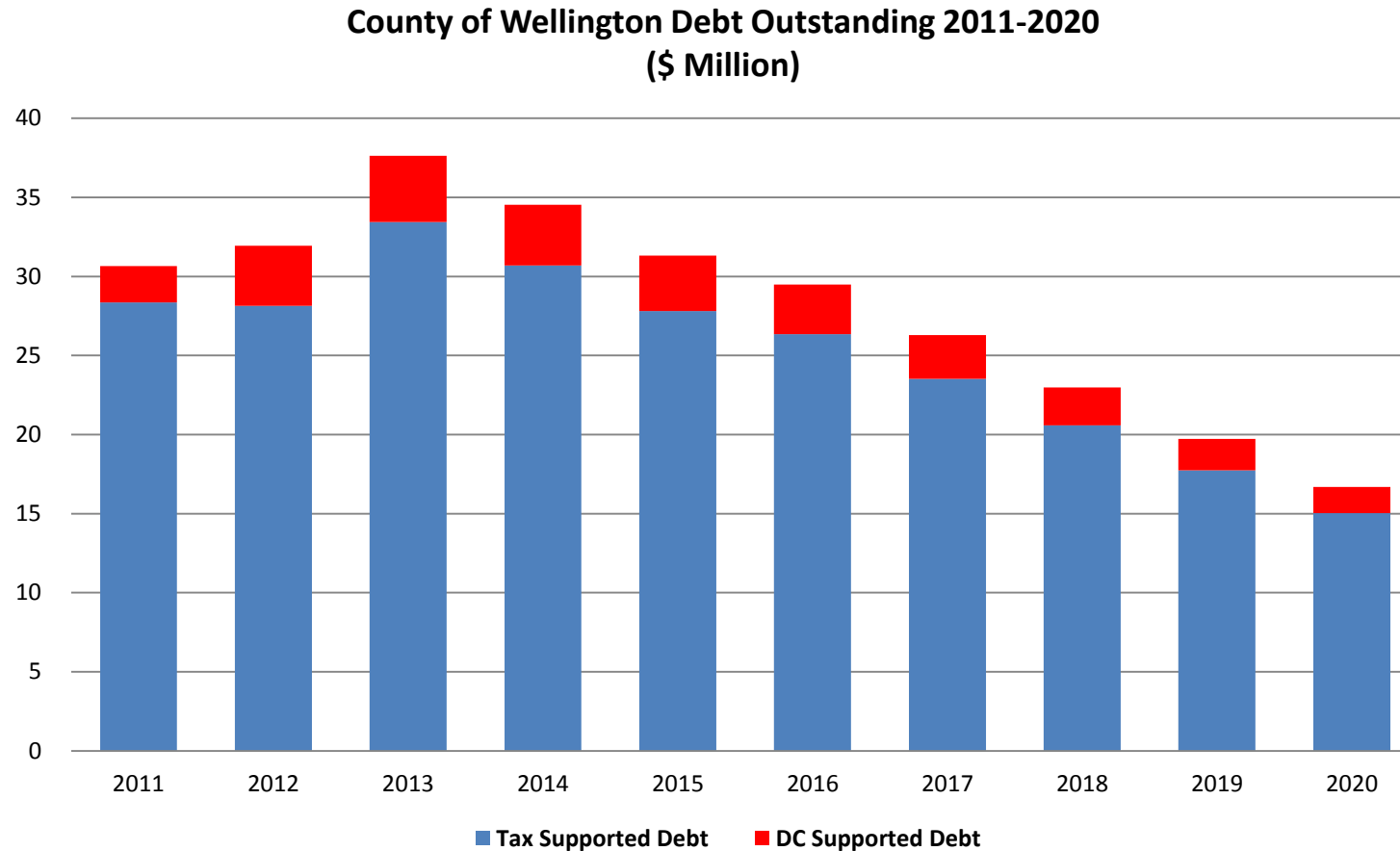
“County of Wellington AA+ ratings affirmed on exceptional liquidity and very low debt burden”

- Standard & Poor's Ratings Services, August 2015

2015 Annual Debt Repayment Limit (based on 2013 FIR)

- ▶ Ontario Regulation 403/02 indicates that total annual debt servicing costs cannot exceed **25%** of Own Source Revenues (excludes government grants, municipal recoveries, development charges etc.)
- ▶ Debt servicing in 2013 (peak in forecasted debt outstanding of \$37.63 million) = \$ 4.18 million
- ▶ This represents only **4.2%** of own source revenues

Forecast of Debt Outstanding



Sources of Financing - 5 year Plan – Reserves & Reserve Funds

“Reserves and reserve funds are a key element of an effective long term financial strategy”

- County of Wellington, Reserve and Reserve Fund Policy

- ▶ Meet specific liabilities (WSIB, Landfill closure)
- ▶ Meet known needs such as replacement or acquisition of capital assets (Capital , Equipment)
- ▶ Protect against known and unforeseen risks (Contingency and Stabilization)
- ▶ County’s reserve and reserve fund balances totaled \$65.4 million as of December 31, 2014 (does not include Fed Gas Tax and Development Charges)

Sources of Financing - 5 year Plan – Reserves & Reserve Funds

	2014	2015	2016	2017	2018	2019	2020
Capital Related Reserves	\$ 37,045	\$ 41,043	\$ 35,758	\$ 37,110	\$ 38,227	\$ 40,473	\$ 45,976
Contingency/Stabilization/Working Reserves	\$ 15,509	\$ 16,491	\$ 12,433	\$ 12,472	\$ 12,518	\$ 12,556	\$ 12,580
Specific Purpose Reserve Funds (Includes Hospital Grant)	\$ 12,807	\$ 14,556	\$ 15,186	\$ 17,749	\$ 21,190	\$ 17,446	\$ 18,910
Total Discretionary Reserves	\$ 65,361	\$ 72,089	\$ 63,377	\$ 67,332	\$ 71,935	\$ 70,476	\$ 77,467

Sources of Financing - 5 year Plan – Reserves & Reserve Funds

- ▶ Stabilization Reserves are maintained to protect against reducing service levels or raising taxes because of temporary revenue shortfalls or unanticipated expenditures.
- ▶ Best practices recommend a target balance of 10% - 15% of the County's own source revenues.
- ▶ Based on 2014 FIR data the County's target would be \$9.9 - \$14.9 million
 - ▶ Actual balance in contingency reserves December 31, 2014 - \$15.5 million

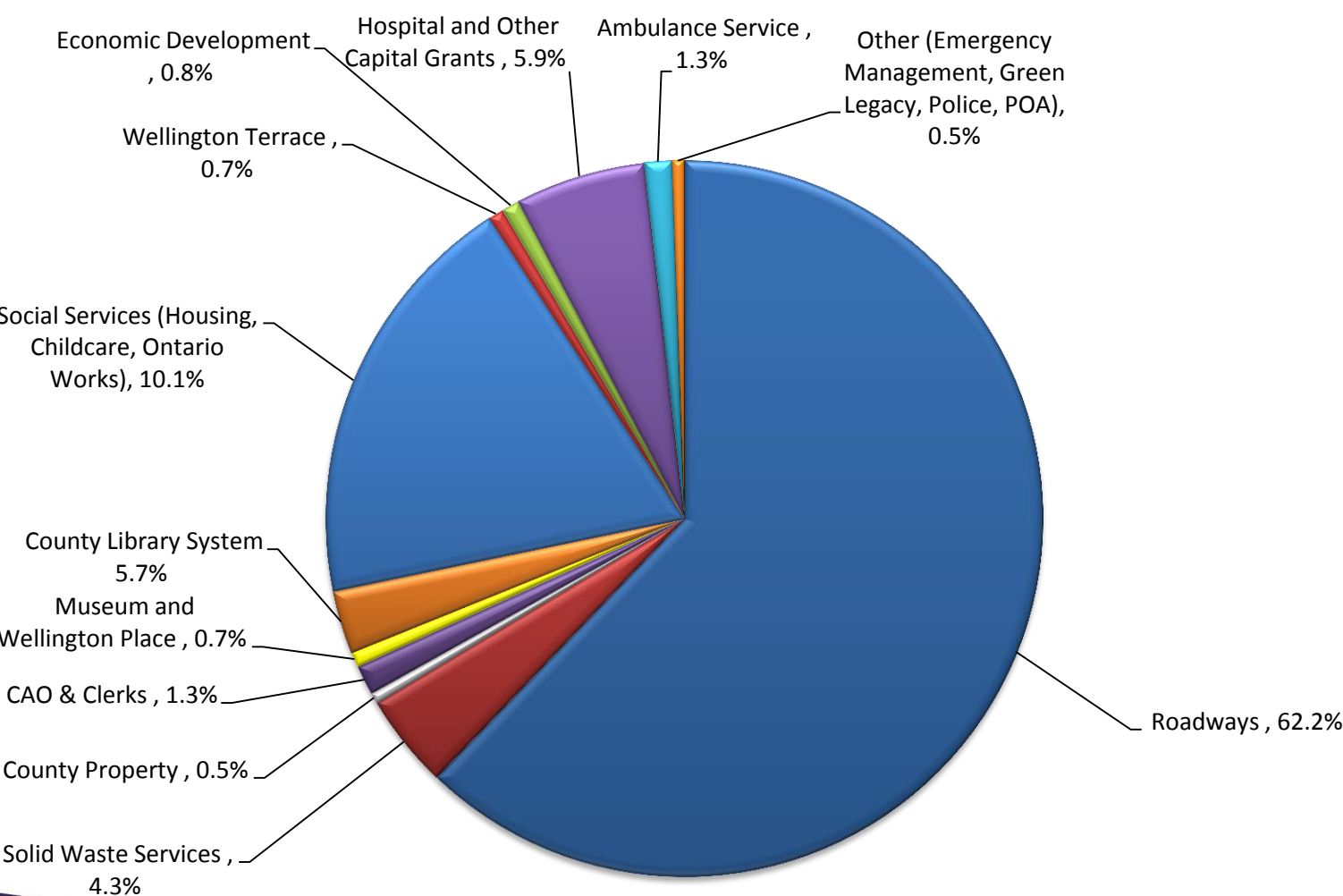
Sources of Financing - 5 year Plan – Reserves & Reserve Funds

- ▶ Capital Reserves are used to finance capital expenditures for equipment replacements and facility improvements and to fund budget adjustments at time of tender
- ▶ Generally there is no limit place on capital reserves as their purposes is to meet the commitments of the capital program and reduce debt reliance
- ▶ Actual balance in capital reserves December 31, 2014 - \$37 million

Asset Management Planning – Reserve Creation

- ▶ In 2013 the County completed an asset management plan for Roads, Bridges & Culverts and Social Housing Buildings – a County annual funding shortfall of \$2.5 million was estimated (\$1.8 million roads, \$646,000 for Social Housing buildings)
- ▶ Creation of Asset Management Reserve – balance of \$5 million by 2020 (2017 - \$200,000, 2018 - \$400,000, 2019 - \$1.2 million, 2020 - \$3.0 million)
Currently funded through transfer to reserves in Roads

2016-2020 Capital Expenditures



Gross Capital Expenditures for 2016 – 2020

- ▶ \$153 million
- ▶ Roadways - 62.2% or \$95 million
- ▶ Social & Affordable Housing – 18.9% or \$28.9 million
- ▶ Hospital Grants – 5.9% or \$8.96 million (balance of \$9.4million)



2016-2020 Five Year Capital Plan Highlights

Roads

- ▶ Investment in County roads network – almost \$64 Million over next five years
 - ▶ \$26.6 million roads construction
 - ▶ \$28.9 million bridge and culvert rehabilitation
 - ▶ \$20.8 million in roads resurfacing
- ▶ Rebuild Drayton Garage – \$3.5 million in 2016, \$500,000 approved in 2015
- ▶ Rebuild Erin Garage - \$4.5 million in 2019-2020

2016-2020 Five Year Capital Plan Highlights

Roads

- ▶ Growth related projects are partially funded through the DC reserve and are identified within the County's Development Charge study scheduled to be updated in 2016-17.
- ▶ WR 46 work - \$6.4 million 2016 – 2018 (\$4.5 million funded from current, \$0.3 million from Federal Gas Tax and \$1.6 million from Development Charges)
- ▶ \$5.2 million in development charge funding utilized over the 5 year plan

2016-2020 Five Year Capital Plan Highlights

Roads – Badley Bridge

- ▶ The tax levy funding level over the forecast period sees a significant increase in order to accommodate the replacement of the Badley Bridge without compromising the existing planned work.
- ▶ In forecast as \$4 million funded by current revenues (\$1 million in 2017, \$3 million 2018)
- ▶ An expression of interest requesting \$3 million in funding has been submitted under Small Communities Fund. Selected candidates will be invited to submit a full application in November.

2016-2020 Five Year Capital Plan Highlights

Roads, Facilities and Equipment

- ▶ The 2016 tax levy requirement for road and facility work is higher than the amount projected in last year's five-year plan due to increased costs failing infrastructure

	2015	2016	2017	2018	2019	2020
Tax Levy (\$ millions)	\$84.52	\$88.10	\$95.00	\$99.60	\$103.80	\$108.00
Roads Capital Tax Levy (\$ millions)	\$8.82	\$10.14	\$11.62	\$12.04	\$11.57	\$13.72
Roads Capital tax Levy (% of total)	10%	12%	12%	12%	11%	13%
Roads Capital year over year % change	6%	15%	15%	4%	-4%	19%

2016-2020 Five Year Capital Plan Highlights

Roads

Asset Management and the Budget:

- ▶ Projects are prioritized based on safety, condition and need as determined through a roads needs study
- ▶ Roads staff have recently purchased the WorkTech software system. Once the software implementation is complete (2016) the data within the roads asset management plan will be updated, and may result in changes to the forecast years within the capital budget.

2016-2020 Five Year Operating Plan Highlights

Roads

- ▶ An increase to purchased services has been added for fleet maintenance (\$100,000) as well as in roads garages (\$60,000)
- ▶ Minor Capital has been increased by \$150,000 based on the increasing costs associated with Hot Mix Patches
- ▶ Additional roads safety hours in 2016
- ▶ Debt servicing costs associated with Drayton Shop are expected to commence in 2016 with the majority of the charges to begin in 2017.

2016-2020 Five Year Capital Plan Highlights

Solid Waste Services

- ▶ \$4.7 million in improvements at active Landfill sites over 5 years (current funding)
- ▶ Includes potential Leachate Collection System at Riverstown - \$3.4 million in 2018/2019
- ▶ Riverstown New cell development - \$400K in 2017/2018
- ▶ Waste Management Strategy project - \$300K spread over 2016,17 and 18 and has the potential to impact future operating & capital budgets
- ▶ Equipment replacements totaling \$1.8 million over the five years fully funded from reserve

2016-2020 Five Year Operating Plan Highlights

Solid Waste Services

- ▶ SWS will be implementing a new HHW mobile unit in order to increase the quantity of and access to HHW materials diverted each year. This includes the addition of a part-time HHW technician in June of 2016.
- ▶ The 2016 estimate of blue box recyclables and scrap metal sales revenue has been decreased by \$200,000 based on 2015 experience.



2016-2020 Five Year Capital Plan Highlights

Green Legacy

- ▶ A replacement truck for Tree Nursery manager is scheduled for 2016.
- ▶ Facility work on the southern nursery includes waterproofing the foundation. This work is funded from the property reserve.

Community Emergency Management

- ▶ 2016- Upgrading of the County fire paging equipment budgeted at \$400,000, funded from the General Capital Reserve.
- ▶ 2017- Emergency Management software budgeted at \$80,000.
- ▶ 2019- Emergency Management vehicle replacement budgeted at \$50,000



2016-2020 Five Year Capital Plan Highlights

Museum and Archives at Wellington Place

- ▶ The rehabilitation of Wellington Place - budget of \$264,000 including \$80,000 federal funding from the Canada 150 Community Infrastructure Programme with the remaining \$184,000 funded from reserve in 2016.
- ▶ Resurface Driveway and Parking Lot in 2016 & 2017 - \$400,000 funded from reserves
- ▶ 2017 - Wellington Place signage - replace the existing electronic sign and the installation of directional signs within WVP property. The proposed budget is \$150,000 fully funded from reserves
- ▶ 2018/2019 - Farm House Archeological dig budgeted at \$175,000. The dig site is located near the hospital construction zone so the timing of this project is dependent on the completion of the hospital. Proposed funding is the tax levy.

2016-2020 Five Year Operating Plan Highlights

Museum and Archives at Wellington Place

- ▶ Annualization of part-time Archives assistant added in 2015
- ▶ Additional hours for the Curatorial Assistant position will enable the WCMA to continue and expand its outreach programme of artifacts in public spaces; and, work with local municipalities and groups on their heritage projects.



2016-2020 Five Year Capital Plan Highlights

Libraries

- ▶ New Hillsburgh Library scheduled for 2016-2017.
 - ▶ \$4 million has been identified, funded \$1.5 million from the County Property Reserve and \$2.5 million from the tax levy.
- ▶ Local branch improvements in 2016 include
 - ▶ Installation of self check out terminals at Palmerston and Aboyne
 - ▶ Replacement of outdoor signs at Marden and Palmerston
 - ▶ Addition of interactive programme material in the children's department at various branches.
 - ▶ Upgrade to interior lights at the Rockwood branch

2016-2020 Five Year Operating Plan Highlights

Libraries

- ▶ \$100,000 in Provincial funding for electronic databases previously funded by the province are ending in 2015. \$30,000 worth are being retained and now funded by the County.
- ▶ Additional Assistant Branch Supervisor and Page hours at the Fergus location to meet the current needs of the location, additional page hours at the Clifford location
- ▶ Additional Assistant Branch Supervisor and Page hours at the Palmerston location as it is set to re-open in 2016

2016-2020 Five Year Capital Plan Highlights

Hospital Grants

- ▶ In 2008, Council committed \$5 M for Groves Memorial Hospital
- ▶ In 2014, Council committed an additional \$9.4 M for Groves (\$5M), Louise Marshall (\$2.2M) and Palmerston District (\$1.8M)
- ▶ \$440,000 being paid out to Palmerston over 2016 – 2019, with balance of \$7.2 million paid out in 2019.

2016-2020 Five Year Plan Highlights – Ontario Works

Capital

- ▶ The Capital plan includes facility improvements at 129 Wyndham St and the Fergus Ontario Works office. The County's portion is \$67,000 funded from reserve. The City's funding contribution for capital works is \$43,000

Operating

- ▶ Staffing levels for 2016 increasing by 2 temporary caseworker positions required for pressures from ongoing SAMS provincial software issues

2016-2020 Five Year Plan Highlights - Childcare

- ▶ Capital - The capital budget for child care includes an allocation of \$200,000 over 2016-18 to complete facility improvements at the administration offices located on Douglas Street. The County's portion of \$46,000 is funded from reserve and the City requirement is \$154,000
- ▶ A new management position has been created to realign oversight of prescribed services, increasing staffing levels by 1 FTE
- ▶ Palmerston Child Care may move to an Upper Grand District School Board site with increased capacity in 2017. Budgetary implications are unknown.

2016-2020 Five Year Plan Highlights - Housing

- ▶ Capital spending in 2016 includes building condition audits for Non-Profits and Affordable Housing units
- ▶ The final phase of the Speedvale elevator project is planned for 2016 and is currently expected to be completed at a lower cost than originally forecast (savings of approximately \$200,000).
- ▶ Included in the capital budget for IT is the acquisition of the Integrated Housing System (IHS), a database being developed to streamline non-profit administration at \$57,000.



2016-2020 Five Year Operating Plan Highlights

Social Services

Housing

- ▶ The Special Projects Manager position approved in the 2015 budget remains vacant as there is currently a staffing review being performed by an external consultant
- ▶ The Integrated Housing System (IHS), a database being developed to streamline non-profit administration, is included in the operating budget at \$30,000 for maintenance
- ▶ Increases in the budget to allow for higher move out repair demands, hydro costs, and grounds maintenance
- ▶ Budgetary implications for End of Operating Agreements beginning in 2016 not clear.

2016-2020 Five Year Capital Plan Highlights – Affordable Housing

Affordable Housing

- ▶ The capital plan includes \$13.7 million for the construction of Fergusson Place Phase II. The County has secured \$8 million in funding from senior levels of government with the remaining \$5.8 million funded from reserves.
- ▶ Additionally \$203,000 over the five years has been allocated for facility improvements at 165 Gordon Street (Fergusson Place Phase I) in Fergus and 182 George St in Arthur. These projects will be funded through the Housing Development Reserve Fund.

2016-2020 Five Year Capital Plan Highlights

Wellington Terrace

- ▶ Various furniture and equipment replacements over the five year plan \$895,000
- ▶ The Domestic Hot Water Boiler Replacement is budgeted in 2016 for \$120,000
- ▶ Resident Van replacement in 2020 for \$40,000
- ▶ The preliminary forecast has all projects funded from the levy.

2016-2020 Five Year Operating Plan Highlights

Wellington Terrace

- ▶ Additional funding expected for 2016 of \$260,000 based on case mix changes – to be confirmed in December.
- ▶ The first debt charge maturity from the Terrace building construction matures in 2017, resulting in a reduction in debt charges of \$114,000. Staff propose to use the savings to increase the transfer to the Terrace building reserve to continue to set aside funds for the future repairs and replacement of the facility.

2016-2020 Five Year Capital Plan Highlights

Economic Development

- ▶ SWIFT - The preliminary plan increases the annual payment by \$30,000 spread over the first three years with a remaining to be paid out in 2019 (\$1.14 million)
- ▶ The Wellington signage implementation has a preliminary budget of \$100,000 funded from the tax levy and is scheduled for 2016.



2016-2020 Five Year Operating Plan Highlights

Economic Development

- ▶ The addition of a part-time Talent Attraction Position (1 year contract) is budgeted for in 2016, this is partially offset by grant funding
- ▶ International Plowing Match in 2016. \$150,000 is budgeted in 2016 to cover County related costs to host the event. In addition, a transfer of \$100,000 to the town of Minto is budgeted in 2016 for the event.
- ▶ County-Wide Business Retention and Expansion Implementation (\$50,000) Business Retention and Expansion Local Implementation Fund (\$175,000) continue throughout the 2016-2020 period
- ▶ Future budget impacts related to CIP programmes?

2016-2020 Five Year Plan Highlights – Provincial Offences Act (POA)

Capital

- ▶ A provision of \$108,000 is included over the forecast as the County's portion of POA capital replacements

Operating

- ▶ Revenue has been reduced throughout the five year plan to better reflect actual results in 2015 due to low charge volumes (\$250,000 in 2016)

2016-2020 Five Year Operating Plan Highlights

Police Services Board

- ▶ The 2016 contract estimate is \$15,664,428 and represents a savings of \$769,000 over the 2015 contract
- ▶ As part of the Strategy for a Safer Ontario the Ministry is developing a new funding model to support local initiatives and is not able to confirm any funding beyond the 1st quarter of 2016 – this represents a reduction of \$157,500.
- ▶ The Safe Communities transfer payment (\$25,000) has now been moved from Economic Development into Police to align with this strategy.
- ▶ Each year from 2017 – 2020 the 5 year plan allows for the addition of one new officer

2016-2020 Five Year Operating Plan Highlights

Treasury

- ▶ A new Asset Management Co-ordinator to meet financial reporting requirements according to PSAB as well as increasing Asset management reporting requirements for FIR and Federal Gas Tax. This position will allow the County to make better use of the asset management plans to be useful and updated regularly with ongoing departmental collaboration.

Human Resources

- ▶ The addition of a HR clerk to aid in payroll, pension and benefits, and corporate training, this additional position is partially offset by the elimination of the HR student position.

2016-2020 Five Year Operating Plan Highlights

Property

- ▶ Additional hours for existing cleaner positions from part-time to full-time to allow for additional cleaning coverage at various County building locations including the Willowdale Child Care Centre which will be offset by the end of the existing cleaning contract costs at that location.

CAO & Clerks

- ▶ The addition of a Graphic Designer position in 2016 in order to allow shifting of current duties and the expansion of the County's Social Media presence
- ▶ The addition of an Information Management assistant position in September of 2016

2016-2020 Five Year Operating Plan Highlights

Public Health

- ▶ The County funds 32.7% of the municipal share of Wellington-Dufferin-Guelph Public Health expenditures – levy requirement of \$2.2 M representing a 2 % increase.
- ▶ Impact of Provincial funding freeze unknown on future years.

Ambulance

- ▶ The County funds roughly 40% of the municipal share of Land Ambulance expenditures (based on calls for service) – levy requirement of \$3.7M in 2016

2016-2020 Five Year Operating Plan Highlights

General Revenues:

- ▶ OMPF funding further reduced – need to incorporate an additional \$150,000 reduction annually
- ▶ Assume decrease in Supplementary Taxes of \$200,000 as MPAC catches up on outstanding permits.

General Expenses:

- ▶ Tax write-offs - remain at \$850,000 for 5 year plan



Operating Budget: Staffing Changes

2016 Staffing Summary

2015 Approved staff complement (expressed as full time equivalents)	619.3
Annualization of positions approved in the 2015 budget	0.8
2015 in year adjustments	
Adjusted 2015 staff complement	620.1
2016 Budget Changes	
CAO & Clerks: new Information Management Assistant, new Graphic designer	1.1
Museum: additional hours Curatorial Assistant	0.2
Human Resources: new HR Clerk, remove student position	0.5
Solid Waste: new HHW Technician	0.3
Treasury: new Asset Management Co-ordinator	0.8
Economic Development: New Talent Attraction Co-ordinator (1 year contract)	0.6
Child Care: new Child Care Manager	0.7
Roads: Additional safety devices hours	0.4
Library: additional ABS and Page hours Fergus, additional ABS and page hours Palmerston, additional page hours Clifford	2.2
Property: Additional Cleaner Hours	1.0
Ontario Works: 2 new caseworkers (1 year Contract)	2.0
2016 Proposed Staff Complement (full time equivalents)	629.9

2016 Operating Budget Summary

- ▶ 2nd year of Police Billing Model savings offset by reduced 1000 Officer Grant – Net savings included in 2016 approx. \$610,000
- ▶ Reserve funding set aside for hospital grants (approx. \$1.5 million annually until 2019)
- ▶ Reserve funding for SWIFT rural broadband (\$1.14 million by 2019)
- ▶ OMPF funding reductions (additional .3% impact to be updated)
- ▶ SWS sales revenue reduction (\$200,000 in 2016 for recyclables)
- ▶ POA revenue reduction forecast (\$250,000)
- ▶ Roads asset management reserve transfers \$200,000 in 2017, increasing to \$3 million yearly by 2020

2016 - 2020 - 5 year plan – Operating Budget

► Preliminary 5 year projected tax impacts

	2016	2017	2018	2019	2020
Gross Expenditure (\$ millions)	\$190.8	\$199.4	\$206.1	\$212.4	\$218.9
Tax Levy (\$ millions)	\$88.1	\$95.0	\$99.6	\$103.8	\$108.0
County tax impact (% year/year change)	3.3%	6.8%	3.8 %	3.2%	3.1%



COUNTY OF WELLINGTON

COMMITTEE REPORT

To: Chair and Members of the Solid Waste Services Committee
From: Gordon J. Ough, P. Eng., County Engineer
Date: Tuesday, September 08, 2015
Subject: **Mobile Household Hazardous Waste Service**

Background:

Proper management of household hazardous wastes (HHW) is critical for the health of people, animals and the environment. HHW materials that end up in landfill or are poured down drains can cause long-term environmental and health impacts. In the County of Wellington, there are two key programmes the Solid Waste Services (SWS) Division currently offers to collect HHW materials from residents – depots and event days.

Depots

The Solid Waste Services (SWS) Division operates five permanent HHW depots. These depots are located at all County-owned waste facilities except the Rothsay site. There is not enough room on the Rothsay site to accommodate the HHW depot. The depots are licensed to accept the following HHW materials: used motor oil and filters, antifreeze, household batteries, aerosol containers, propane cylinders, and vehicle batteries.

Event Days

To offer residents disposal options for hazardous materials not accepted at the HHW depots, SWS also provides seven HHW Event Days, one per year in each of the County's member municipalities from May to October. While County residents can attend any one of these event days and they are well utilized, staff have received feedback that they are inconvenient, primarily due to their infrequency. The HHW depots have limited space and there is no storage available to accept all types of HHW materials.

Other Options

For some individual HHW materials, there are several additional options for residents within the County of Wellington. For instance, SWS manages a household battery collection programme in partnership with the 14 County libraries. There are a few retailers that accept paint and/or fluorescent bulbs; however these are very limited within the County. Some local auto recyclers also accept automotive HHW materials from residents.

Proposed Mobile HHW Service:

SWS staff have been investigating opportunities to improve the HHW disposal options for County residents. They found that a number of Ontario municipalities offer some variation of a mobile HHW service. Through visits and research of various mobile services, staff determined that this option could

provide the additional level of service requested by County residents. An application was made to the Ministry of the Environment and Climate Change (MOECC) in June 2012 to operate a licensed mobile HHW service. This application was approved in 2014.

Materials to be Accepted

Under the Environmental Certificate of Approval (ECA) issued for the mobile HHW unit, the following waste types are approved for collection:

- Aerosols
- Antifreeze
- Batteries – Household (single-use and rechargeable)
- Batteries – Industrial Stationary and Non-Lead Acid Motive
- Corrosives (e.g. cleaners, acids, bleach)
- Fertilizers
- Fire Extinguishers (portable)
- Flammables (e.g. fuels, driveway sealers, paint thinners, adhesives)
- Fluorescent bulbs and tubes
- Mercury Devices
- Oil Containers
- Oil Filters
- Paint and Coatings
- Pesticides, Fungicides and/or Herbicides
- Pharmaceuticals
- Pressurized Containers (e.g. propane, oxygen, helium)
- Reactives (e.g. cream hardeners used in auto body repair)
- Sharps and Syringes
- Toxics (e.g. nail polish removers, paint strippers, some adhesives)

Service

The mobile unit would be a custom-made enclosed 40 yard bin with appropriate drums and storage containers to safely receive and store HHW materials. The bin would be located at a waste facility for a month before being moved to another County waste facility. All collected materials would be removed from the bin prior to moving it to the next waste facility location.

Each waste facility would have this mobile unit available for two months per year. This would increase the opportunities for residents to divert the full complement of HHW materials from the current seven days per year to 150 days per year. With the added convenience, staff expect there to be an increase in the quantity of HHW materials diverted each year.

Staffing and Costs

This service requires a staff member that has been trained to safely receive, separate and bulk the incoming materials. They also need to ensure manifests and paperwork are in compliance with the Environmental Certificate of Approval. SWS proposes a part time HHW Technician position be created. This position would staff the mobile unit during each waste facility's regular operating hours, to a maximum of three days per week.

SWS would contract the removal, transport, processing, recycling and disposal of collected materials to an approved contractor. The empty bin would be moved by the County's Roll Off operation.

Offering the Event Days in conjunction with the mobile unit could be considered a duplication of service. As the Town of Erin and the Township of Guelph/Eramosa do not have waste facilities within their boundaries, SWS could continue to provide an event day in each of those two municipalities.

After factoring in increased staffing and processing costs against increases in available funding, SWS staff estimate **implementing the mobile HHW service will result in annual net savings of \$8,000.**

Staff anticipate the proposed change in service would be received positively by the public. The programme would be periodically evaluated in order to determine whether there is merit to expanding the mobile HHW service in the future.

Recommendation:

That a mobile HHW service be implemented as soon as practical in 2016.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Gordon J. Ough".

Gordon J. Ough, P. Eng.
County Engineer



COUNTY OF WELLINGTON

COMMITTEE REPORT

To: Chair and Members of the Solid Waste Services Committee
From: Gordon J. Ough, P. Eng., County Engineer
Date: Tuesday, November 10, 2015
Subject: **SWS Strategy - Discussion Paper**

Background:

Throughout 2015, the Solid Waste Services (SWS) Committee has been discussing the need to develop a short and long-term Strategy for provision of waste and diversion services in the County of Wellington. SWS staff have been directed to develop timelines and a plan to produce a Strategy Report under the guidance of the SWS Committee.

Strategy Report Structure

There are many steps in developing a strategy for the future of solid waste services in the County.

- Identify current practices, operations, services, and goals to establish a baseline.
- Identify the priorities, goals, guiding principles, parameters and evaluation criteria.
- Review all areas of service to meet those goals and priorities.
- Establish a timeline to achieve those goals and priorities.

As goals and priorities are evaluated, decisions will need to balance:

- Customer service
- Economic considerations
- Environmental stewardship
- Waste management hierarchy (reduce, reuse, recycle, recover, avoid, disposal)

Strategy Report Topics

The following list of topics was presented at the September Committee meeting for consideration for inclusion in the SWS Strategy Report. The list was accepted and has been sorted into three groupings.

- | | |
|------------|--|
| Grouping A | Provision of Waste Management Services in the County |
| Grouping B | Future of Waste Disposal in the County |
| Grouping C | Independent Topics |

Within the first two groupings, the topics cannot be investigated independently. A decision on one will affect one or more of the other topics within the grouping. The final grouping consists of topics that can be analyzed in isolation, as the relationships with other topics is relatively minimal.

A. Provision of Waste Management Services in the County

- Review of waste and recycling programmes
 - Rural curbside collection
 - Single stream vs two stream recycling
 - Cart Collection – household, multi-residential and Industrial, Commercial and Institutional (ICI)
 - Bulky item collection
 - Organics collection
 - Leaf and yard waste collection
 - Special event recycling
 - Collections and processing contracts – timing, length, best practices
 - Additional recyclable materials added to the programme
- Waste facility optimization
 - Optimal location and number of waste facilities
 - Vision of how best to utilize waste facilities (i.e. diversion centres etc.)
 - Hours and days of operation
- User fees
 - Optimum price at curb
 - Optimum price at sites
 - Minimum fees
 - Surcharges for unsorted loads
- Additional site diversion materials
 - Explore shingle, drywall, carpet, mattress, Styrofoam, film plastic recycling
 - ICI diversion programmes

B. Future of Waste Disposal in the County

- Disposal considerations
 - Riverstown expansion (i.e. Phase III)
 - Other landfill siting
 - Landfill mining
 - Buffer land acquisition
 - Use of closed landfill properties
- Alternative technologies
 - Explore technologies for managing waste (i.e. Energy from Waste (EFW), gasification, “Dirty Materials Recycling Facilities (MRF)” etc.)
- Landfill bans
 - Mandatory recycling

C. Independent Topics

- Co-operative arrangements with other municipalities
 - Involvement in regional waste management systems (i.e. MRF, landfills, EFW plants etc.)
 - Co-operative contract procurement
- Food waste management
 - Master Composter programme
 - Education on reducing food waste

- Partnerships (i.e. composting, community gardens etc. with Green Legacy, U of G, horticultural societies, County Housing)
- Endorse and or/comply with Extended Producer Responsibility and other waste minimization legislation
- Outreach
 - Tours and presentations to provide education related to waste reduction
 - Working with ICI sector to reduce waste
 - Meeting outreach Green Strategy initiatives
 - Partnerships with schools, Environmental Non-Governmental Organizations (ENGOS)
 - New outreach tools (i.e. Waste App, Technology)
- Event Days
 - Spring clean-up support
 - Earth Day or other Event Days
- Goals
 - Diversion targets, “Zero Waste”

Work Plan and Timelines

There is significant value in investigating the “Grouping A - Provision of Waste Management Services” topic first. This grouping contains the issues and services that residents are most familiar with and have formed opinions about. It is about what services SWS provides, how they are delivered, how they are financed and how they impact the environment.

By tackling this critical topic grouping first, it simplifies determining the direction for SWS to take with the other topics and issues. There is also value in exploring this topic grouping first because the decisions and conclusions reached will be very useful for developing the next curbside collection contract which will need a tender issued by early summer in 2018.

As Grouping A involves the services the public utilize, it would be prudent to seek public feedback at the start of the process. By incorporating public feedback into the process early, it provides a good starting point for this task. Public input should be sought throughout the project which will allow SWS Staff and Committee to guide and re-focus the project as required.

A suggested timeline for establishing the project parameters and studying the three topic groupings is provided below;

Project Timelines	2016				2017				2018			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Establish current baseline, set goals, guiding principles, parameters, evaluation criteria for project	■											
Grouping A		■	■	■	■	■	■	■				
Grouping B							■	■				
Grouping C									■	■	■	

Grouping A contains the most complex topics and involves difficult decisions and potential trade-offs. It may take a 12-18 months to:

- Review current systems and best practices.
- Engage in public consultation.
- Evaluate and analyze the results, and make draw conclusions, and incorporate public feedback into the development of options for achieving the optimal waste system for the County.
- Analyze and cost the various options.
- Make recommendations.

Grouping B involves determining the future of waste disposal in the County. It will take approximately 6 months to:

- Study how best to utilize existing County landfill resources. Determine whether landfill expansion or siting a new landfill would be the optimal outcome.
- Assess whether there is potential for the use of alternate technologies in the future.
- Analyze and cost the various options.
- Make recommendations.

Grouping C includes various topics that are relatively independent of each other and of other topics in Grouping A and B. It will take approximately 6 months to:

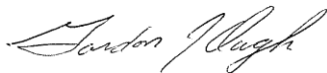
- Assess the desirability of the different policies and programmes that are complementary to the delivery of solid waste services.
- Analyze and cost the various options.
- Make recommendations.

There is time built-in throughout the life of the project to provide progress reports and receive direction from Committee.

Recommendation:

That the County staff, with the assistance of consultants as required, initiate the process of creating a report, to outline the County's direction in Solid Waste issues in future years.

Respectfully submitted,



Gordon J. Ough, P. Eng.
County Engineer



MINUTES

MEMBERS PRESENT:

John Sepulis, Chair
Councilor Ken Roth
Dennis O'Connor
Robin Wayne

MEMBERS ABSENT:

Dianne Paron

OTHERS IN ATTENDANCE:

Kelly Patzer – Development Coordinator
Sarah Wilhelm – County of Wellington
Kevin Johnson
Jeff Buisman
Cam Koebel
Sharon Richard
Councilor Wayne Stokley

1. - 5. COMMITTEE OF ADJUSTMENT

- See November 3, 2015 Committee of Adjustment Minutes

DEVELOPMENT APPLICATIONS

6. OPENING REMARKS

- The Chair advised the gallery that the following portion of the Committee meeting will be reviewing and commenting on planning development applications.

7. DISCLOSURE OF PECUNIARY INTEREST

- None

8. APPROVAL OF MINUTES

- Moved by Ken Roth, Seconded by Robin Wayne
- That the minutes of the Tuesday October 13th, 2015 Planning & Development Advisory Committee Meeting are hereby adopted.

CARRIED

9. APPLICATIONS FOR SITE PLAN URBAN DESIGN REVIEW

9(a) D11/REN – 2120826 Ontario Ltd, Ren's Pet Depot 20 Brock Road N Site Plan Review for Urban Design comments – proposed warehouse expansion.

- Kelly Patzer presented the application outlying on the aerial where the proposed expansion is to be located, summarized Township Staff comments received and noted the landscaping along the west and south of the warehouse to provide a visual buffer against the warehouse walls as seen from the neighbouring residential properties on Wellington Road 34..
- Robin Wayne recalled at a Public Meeting it was mentioned that there could be a limit on the amount of trucking bays – Kelly Patzer is to review zoning and Public Meeting minutes

Moved by Robin Wayne, Seconded by Dennis O'Connor that the following comments be reviewed by staff and consultants for Site Plan file D11/REN:

- Possible berm to plant trees on to soften the south and west walls

- Would request some of the landscaping be relocated from the rear of the property to the front of the building to be in conformity with Urban Design Guidelines
- Note some landscaping is off the subject property

10. ZONING BY-LAW AMENDMENTS

- None

11. LAND DIVISION

11(a) 11(a) Severance Application B96/15 (D10/JEF) – Jefferson Farms Ltd. c/o Tom Jefferson, Part Lot 5, West of Blind Line, Plan 131 municipally known as 112 Carter Road.

Proposed severance is 46 m frontage x 110 m = 0.5 hectares, vacant land for proposed rural residential use

Retained parcel is 8 hectares with 845 m frontage, existing and proposed rural residential and agricultural use with existing dwelling.

Moved by Ken Roth, Seconded by robin Wayne that the following comments are forwarded to the County of Wellington Land Division Committee:

- No comment

CARRIED

11(b) Severance Application B97/15 (D10/GRE) – Amarjit & Jasraman Grewal, Concession Gore, Part Lots 37 & 38, municipally known as 7470 MacPhersons Lane.

Proposed lot line adjustment is 0.3 hectares with no frontage, existing agricultural field to be added to abutting rural residential property – Gurleen Grewal & Santokh Rai.

Retained parcel is 0.5 hectares with 10 m frontage, existing and proposed rural residential use with existing dwelling.

Moved by Ken Roth, Seconded by Dennis O'Connor that the following comments be forwarded to the County of Wellington Land Division Committee:

- Note that the Zoning is different on the severed parcel and the parcel to be added to.
- The septic is not identified on the small parcel to the south, 4027 Highway 6, and there is a concern that it may cross a property line on the severed portion.

CARRIED

11(c) Severance Application B98/15 (D10/GRE) – Amarjit & Jasraman Grewal, Concession Gore, Part Lots 37 & 38, municipally known as 7470 MacPhersons Lane.

Proposed easement is 10m frontage x 112m = 0.1 hectares, existing driveway for proposed access to benefit the merged parcel (B97/15)

- Sarah Wilhelm noted the County does not support access by easement

Moved by Dennis O'Connor, Seconded by Robin Wayne that the following comments be forwarded to the County of Wellington Land Division Committee:

- The Committee does not support the proposed easement to provide access to the property when there is an existing access off of Highway 6.

CARRIED

12. OTHER MATTERS

- None

13. CLOSED MEETING - no matters**14. FUTURE MEETINGS**

- Special Committee of Adjustment Tuesday November 10 @ 7:00 p.m.
- Next Regular Meeting Tuesday December 8, 2015 @ 7:00 p.m.

15. ADJOURNMENT

- Moved by Ken Roth and Seconded by Dennis O'Conner.
- That the Planning & Development Advisory Committee adjourns at 8:04 p.m.

CARRIED



Committee of Adjustment Meeting
November 3, 2015
7:00 pm
Council Chambers, Aberfoyle

MINUTES

MEMBERS PRESENT:

John Sepulis, Chair
Councilor Ken Roth
Dennis O'Connor
Robin Wayne

MEMBERS ABSENT:

Dianne Paron

OTHERS IN ATTENDANCE:

Kelly Patzer – Development Coordinator
Sarah Wilhelm – County of Wellington
Kevin Johnson
Jeff Buisman
Cam Koebel
Sharon Richard
Councilor Wayne Stokley

1. OPENING REMARKS

- The meeting was called to order at 7:00 pm. The Chair welcomed the gallery to the Committee of Adjustment meeting and informed the gallery Township Staff would present the application, then the applicant would have the opportunity to speak to present the purpose and details of the application and any provide any further relevant information. Following this the public can obtain clarification, ask questions and express their views on the proposal. The members of the Committee can then obtain clarification, ask questions and express their views on the proposal. All application decisions are subject to a 20 day appeal period.

2. DISCLOSURE OF PECUNIARY INTEREST

- None

3. APPROVAL OF MINUTES

Moved by Robin Wayne, Seconded by Dennis O'Connor.

- That the minutes of the Committee of Adjustment meeting held Tuesday October 13th, 2015 be adopted.

CARRIED

4. COMMITTEE OF ADJUSTMENT – Applications for Minor Variance

4(a) Minor Variance Application D13/KOE – Cameron & Trudy Koebel – Property described as Part Lot 6, Concession 1, 2 Lake Ave, Township of Puslinch

Requesting relief from provisions of Zoning By-Law #19/85, as amended, to allow an accessory building (shed) to be set back 0.9 metres from the property line (side yard).

- Kelly Patzer summarized the application for minor variance as submitted. No objections were received from circulated agencies or the public. The Township Chief Building Official has noted that the accessory building requires a 45 minute fire resistance wall with no unprotected windows or openings facing the side lot line and the reduced side yard setback should apply only to the existing accessory building.

- Jeff Buisman indicated that the severance application is a result of an approved irregular-shaped lot line adjustment. The GRCA required the lot line be in its location due to the proximity of natural features.
- Jeff Buisman addressed the proposed condition for the accessory building to have a 45 minute fire rating wall and noted there would never be another structure on the other side of the lot line because of the swampy lands in that location. He questioned how other municipalities permit 0.6 metre setbacks from the side and rear lot lines for accessory buildings, some of which are under a certain size and do not require building permits, and requested to strike the condition.
- Jeff Buisman noted that Mr. Koebel is willing to put in the drywall if it is required under Ontario Building Code.
- Robin Wayne asked if the shed is old, the purpose of the severance and noted the land on the other side of the property line is “true Puslinch swamp”.
- Jeff Buisman stated that the Koebel’s were using the land and the lot line adjustment was to remedy the situation.
- Cam Koebel stated the shed is 20 years old.
- Councillor Roth indicated that he is hesitant to remove a condition without discussing it with the Chief Building Official, but the requirement for a fire wall beside a swamp is puzzling.
- Dennis O’Connor stated there is a shed 1 foot away from the property line on a neighbouring property and was curious if other accessory buildings had fire walls.
- John Sepulis stated he was comfortable striking the condition of the minor variance noting that a fire would not spread to another building due to the adjacent swamp lands.
- Kelly Patzer noted that the Chief Building Official could enforce the fire wall requirement without the condition of variance
- There were no further questions or comments.

Moved by Ken Roth and Seconded by Robin Wayne,

In the matter of Section 45 (1) of the *Planning Act*, as amended, and Comprehensive Zoning By-law 19/85 as amended, and an application for a minor variance requesting permission to allow:

An existing accessory building to be setback 0.9 metres from the side lot line, whereas Section 3.1(d(i)) of the by-law, General Provisions, Accessory Uses, Yard Requirements, permits a building or structure accessory to a single dwelling anywhere in an interior side yard or a rear yard, provided that such accessory building or structure is not located closer than 2 metres to any lot line.

The request is hereby Approved with the Following Condition:

1. That the 0.9 metre side yard setback for accessory buildings or structures applies only to the existing accessory building (shed) as shown on the submitted Minor Variance Sketch.

CARRIED

5. ADJOURNMENT

- The Committee of Adjustment meeting adjourned at 7:19 p.m.



MINUTES

MEMBERS PRESENT:

John Sepulis, Chair
Councilor Ken Roth
Dennis O'Connor
Robin Wayne

MEMBERS ABSENT:

Dianne Paron

OTHERS IN ATTENDANCE:

Kelly Patzer – Development Coordinator
Sarah Wilhelm – County of Wellington
Astrid Clos
Sharon Richard
Larry Walters

1. OPENING REMARKS

- The meeting was called to order at 7:00 pm. The Chair welcomed the gallery to the Committee of Adjustment meeting and informed the gallery Township Staff would present the application, then the applicant would have the opportunity to speak to present the purpose and details of the application and any provide any further relevant information. Following this the public can obtain clarification, ask questions and express their views on the proposal. The members of the Committee can then obtain clarification, ask questions and express their views on the proposal. All application decisions are subject to a 20 day appeal period.

2. DISCLOSURE OF PECUNIARY INTEREST

- None

3. APPROVAL OF MINUTES

- None

4. COMMITTEE OF ADJUSTMENT – Applications for Minor Variance

4(a) Minor Variance Application D13/MIN – Mini Lakes Residents Association – Property described as Plan 61M203, Lot 179, 35 Cedarbush Crescent PVT, Township of Puslinch.

Requesting relief from provisions of Zoning By-Law #19/85, as amended, to allow 11.8% lot coverage for accessory buildings to permit a garage (accessory building) on the lot.

- Kelly Patzer summarized the application for minor variance as submitted and noted no objections were received from circulated agencies or the public. Letters of support were attached to the agenda and the Township received two additional letters of support that were circulated to the Committee.
- Astrid Clos indicated that she has been the Planner for Mini Lakes, assisting with applications since 2009. In 2012 issues were identified by Mini Lakes as a result of Building Permit applications and one item was that a 5% lot coverage for accessory buildings was adequate for larger lot coverage, so site amendment 9-13 to the by-law was passed to permit a total lot coverage of 35% for all buildings on a lot.

- Astrid Clos stated the total lot coverage of all buildings remains under 35% for this lot, 35 Cedar bush Crescent, and believes the minor variance should be approved. The Chief Building Official has interpreted the by-law so that the 5% lot coverage for accessory buildings applies to Mini Lakes.
- Larry Walters of 3 Cedarbush Crescent, PVT, inquired what the required accessory building setbacks are.
- John Sepulis noted that the proposed accessory structure meets the required setbacks because the application was not requesting relief from the required setback provisions.
- There were no further questions or comments.

Moved by Ken Roth and Seconded by Robin Wayne,

In the matter of Section 45 (1) of the Planning Act, as amended, and Comprehensive Zoning By-law 19/85 as amended, and an application for a minor variance requesting permission to allow:

1. A total lot coverage of 11.8% for all accessory buildings, whereas Section 3.1(b) of the by-law, General Provisions, Accessory Uses, Lot Coverage, states the total lot coverage of all accessory buildings and structures on a lot shall not exceed 5% of the total lot area of the said lot..

The request is hereby Approved.

CARRIED

5. OTHER MATTERS

5(a) Proposed 2016 Calendar of Meeting and Application Submission Deadlines

Moved by Robin Wayne and Seconded by Dennis O'Connor,

That the 2016 Planning & development Advisory Committee Calendar of Meeting Dates and Committee of Adjustment Application Submission Deadline dates be approved.

CARRIED

6. CLOSED MEETING

- No matters

7. NEXT MEETING

- Tuesday December 8th, 2015 @ 7 p.m.(dated incorrectly on November 3, 2015 Agenda).

8. ADJOURNMENT

Moved by Dennis O'Connor and Seconded by Robin Wayne,

The Committee of Adjustment meeting adjourned at 7:15 p.m.

CARRIED

THE CORPORATION OF THE TOWNSHIP OF PUSLINCH

BY-LAW NUMBER XXX/15

Being a by-law to authorize the entering
into an Agreement with Andrea Stacia
Clarke

WHEREAS the Municipal Act, S.O. 2001, c. 25 authorizes a municipality to enter into Agreements; and

WHEREAS the Council for the Corporation of the Township of Puslinch wishes to enter into an Agreement with Andrea Stacia Clarke in order to satisfy conditions of a Minor Variance Application (Township file D13/CLA).

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

1. That the Corporation of the Township of Puslinch enter into an Agreement with Andrea Stacia Clarke. in order to satisfy conditions of a Minor Variance Application D13/CLA and any other documents necessary to carry out the terms of the Agreement; and
2. That the Mayor and Clerk are hereby authorized to execute the Agreement.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS
16th DAY OF December, 2015.**

Dennis Lever, Mayor

Karen M. Landry, CAO/Clerk

THE CORPORATION OF THE TOWNSHIP OF PUSLINCH

BY-LAW NUMBER 0XX/15

BEING A BY-LAW TO AUTHORIZE THE ENTERING INTO OF AN AMENDING SITE PLAN AGREEMENT WITH 2354084 ONTARIO LIMITED AND REPEAL BY-LAW NO. 58/13 and 10/14

WHEREAS the *Planning Act*, R.S.O. 1990, c.P.13, as amended, authorizes the entering into of agreements to ensure that developments proceed in accordance with approved plans and drawings;

AND WHEREAS the Planning Act, R.S.O. 1990 c.P.13 authorizes the entering into of agreements to ensure the provisions of any and all facilities, works and matters and maintenance;

AND WHEREAS Council passed By-law 33/13 on May 1, 2013 to authorize the entering into of a site plan agreement with 2354084 Ontario Limited;

AND WHEREAS Council passed By-Law 58/13 on September 18, 2013 to amend the Site Plan Agreement with 2354084 Ontario Limited.

AND WHEREAS Council passed By-law 10/14 on February 5, 2014 to amend the Site Plan Agreement with 2354084 Ontario Limited.

AND WHEREAS the Corporation of the Township of Puslinch deems it expedient to enter into an Amending Site Plan Agreement to reflect the final approved drawings;

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

- 1. **THAT** the Corporation of the Township of Puslinch enter into an Amending Site Plan Agreement with 2354084 Ontario Limited to delete Schedule "B" of the Site Plan Agreement and replace it with Schedule "B" attached as Schedule "A" to this By-Law.
- 2. **THAT** By-Law 58/13 is hereby repealed.
- 3. **THAT** By-law 10/14 is hereby repealed.
- 4. **THAT** the Mayor and Clerk are hereby authorized to execute the said Agreement.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 16TH DAY OF DECEMBER 2015.

Dennis Lever, Mayor

Karen Landry, CAO/Clerk

SCHEDULE "A"

SCHEDULE "B"

DESCRIPTION OF APPROVED PLANS

DWG. NO.	REV. NO.	DATE	DESCRIPTION	PREPARED BY
N/A	N/A	Dec 20, 2013	Title Page	K. Smart Associates Ltd.
A101	24	May 14, 2013	Site Plan	K. Smart Associates Ltd.
A102	22	Dec 19, 2013	Site Plan Enlargement	K. Smart Associates Ltd.
L1	3	Dec 18, 2013	Landscape Plan	MacKinnon and Associates
L2	3	Dec 18, 2013	Landscape Details	MacKinnon and Associates
C101	22	Dec 19, 2013	Site Plan Existing Conditions	K. Smart Associates Ltd.
C102	23	Mar 4, 2013	Grading Plan	K. Smart Associates Ltd.
C103	22	Dec 19, 2013	Servicing Plan	K. Smart Associates Ltd.
C104	22	Dec 19, 2013	SWM Details	K. Smart Associates Ltd.
C105	25	May 22, 2014	Wastewater Treatment System	K. Smart Associates Ltd.
C106	22	Dec 19, 2013	Wastewater Treatment Details	K. Smart Associates Ltd.
C107	22	Dec 19, 2013	Erosion Control Plan	K. Smart Associates Ltd.
E001	16	Mar 21, 2014	Partial Electrical Site Plan & Details	Rombald Inc.
E101	16	Mar 21, 2014	Electrical General Notes & Information	Rombald Inc.
Report	3	Sep 17, 2013	Stormwater Management Report for Mammoet Site Development	

THE CORPORATION OF THE TOWNSHIP OF PUSLINCH

BY-LAW NUMBER XX/15

Being a by-law to authorize the entering into an Agreement with County of Wellington – Lease of Library Space – Puslinch Historical Society

WHEREAS the *Municipal Act*, S.O. 2001, c.25 authorizes a municipality to enter into Agreements;

AND WHEREAS the Council for the Corporation of the Township of Puslinch deems it appropriate to enter into an Agreement with the County of Wellington with respect to lease of Library Space – Puslinch Historical Society;

NOW THEREFORE the Corporation of the Township of Puslinch hereby enacts as follows:

1. That the Corporation of the Township of Puslinch enter into an Agreement with County of Wellington for Lease of Library Space – Puslinch Historical Society from January 1, 2016 to December 31, 2017.
2. THAT the Mayor and Clerk are hereby authorized to execute the Agreement.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 16th DAY OF DECEMBER, 2015.

Dennis Lever, Mayor

Karen Landry, CAO/Clerk

THE CORPORATION OF THE TOWNSHIP OF PUSLINCH

BY-LAW NUMBER XX/15

Being a by-law to authorize the entering into an Agreement with The Corporation of the City of Cambridge regarding an Automatic Aid Agreement.

WHEREAS the *Municipal Act*, S.O. 2001, c.25 authorizes a municipality to enter into Agreements;

AND WHEREAS the Council for the Corporation of the Township of Puslinch deems it appropriate to enter into an Agreement with The Corporation of the City of Cambridge regarding an Automatic Aid Agreement in respect of certain initial responses to certain fires in certain situations in certain geographical areas;

NOW THEREFORE the Corporation of the Township of Puslinch hereby enacts as follows:

1. That the Corporation of the Township of Puslinch enter into an Agreement with The Corporation of the City of Cambridge with respect to an Automatic Aid Agreement for a period between January 1, 2016 and December 31, 2016.
2. THAT the Mayor and Clerk are hereby authorized to execute the Agreement.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 16th DAY OF DECEMBER, 2015.

Dennis Lever, Mayor

Karen Landry, CAO/Clerk

THE CORPORATION OF THE TOWNSHIP OF PUSLINCH
BY-LAW NUMBER XXX/15

BEING A BY-LAW TO AUTHORIZE THE ENTERING INTO OF A
SITE PLAN AGREEMENT WITH
2120826 Ontario Ltd

WHEREAS the *Planning Act*, R.S.O. 1990, P.15, as amended, authorizes the entering into of agreements to ensure that development proceeds in accordance with approved plans and drawings;

AND WHEREAS the *Planning Act*, R.S.O. 1990, c.P13, authorizes the entering into of agreements to ensure the provision of any and all facilities, works or maters and maintenance;

AND WHEREAS Council for the Corporation of the Township of Puslinch deems it expedient to enter into a Site Plan Agreement with 2120826 Ontario Ltd;

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

1. **THAT** the Corporation of the Township of Puslinch enter into a Site Plan Agreement with 2120826 Ontario Ltd. for the lands described as Concession 7, Rear Part Lot 20, municipally known as 20 Brock Road North, Township of Puslinch.
2. **THAT** the Mayor and Clerk are hereby authorized to execute the said Site Plan Agreement.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 16th DAY OF December 2015.

Dennis Lever, Mayor

Karen Landry, CAO/Clerk