



REPORT REC-2013-002

TO: Mayor and Members of Council

**FROM: Erin Wallace, Recreation Administrative Assistant
Donna Tremblay, Deputy Clerk**

**SUBJECT: Agreement with Whistle Stop Co-operative Pre-school Inc. – for
daycare services – Puslinch Community Centre – 23 Brock Rd S.**

FILE No.: L04-WHI

RECOMMENDATIONS

That Report REC-2013-002 regarding the Agreement with Whistle Stop Co-Operative Pre-school Inc. Puslinch Community Centre – 23 Brock Road S. be received; and

That Council enact a by-law to authorize the Mayor and Clerk to execute the Agreement with Whistle Stop Co-operative Pre-School Inc.

SUMMARY

The Whistle Stop Co-Operative Pre-School is a not for profit corporation that has continue to operate a preschool program from the Puslinch Community Centre for 25 years. The program provides organized activities to 16 pre-school children within the prescribed age group of 2 - 5 years.

During the 2012/2013 school term the preschool provided services to 20 children with 12 being from the Township and 8 from the City of Guelph. Although registration is still ongoing for the 2013/2014 preschool term, the current registration indicates that of the 12 children registered 6 are from the Township.

The 2012-2013 Agreement with Whistle Stop expired on June 30, 2013. Whistle Stop has expressed an interest to the Township that they wish to continue to provide the daycare services for the 2013/2014 season. Township staff have conducted a thorough review of the Agreement and have modified it to reflect current practices and standards. The proposed Agreement is currently being discussed and reviewed by Whistle Stop. The insurance and indemnity provisions have been reviewed by the Township's insurers and the recommended changes have been incorporated into the Agreement. Should Whistle Stop be unable to meet the requirements of the Agreement, staff will report back to Council.

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

TERM OF LICENCE

- Three half-days per week (Monday, Wednesday, Friday) from 8:00 am to 12:00 pm commencing September 1, 2013 to June 30, 2014.

SCOPE

- Use of the Alf Hales and occasionally Archie McRobbie room and common areas including the outside amenities located at the Puslinch Community Centre;
- daycare services for local pre-school children within the prescribed age group of 2 to 5 years of age;

TERMINATION

- Township may terminate the Licence Agreement, and the Licence hereby granted, effective immediately on written notice to the school if:
 - (a) The School ceases to carry on business;
 - (b) The School commits a breach of a term or condition of this Agreement, of a grievous nature, the determination of which shall be in the sole discretion of the Township.
 - (c) The School or the Township may, at any time and for any reason, terminate this Agreement by giving thirty (30) days written notice to that effect.

INSURANCE

- Whistle Stop shall, at their own expense, obtain and keep in force during the term of this Licence Agreement, Commercial General Liability Insurance satisfactory to the Township, 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 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) Non-owned automobile coverage with a limit of \$2,000,000, including contractual non-owned coverage;
 - (e) Broad form property damage, Hostile Fire and pollution from hostile fire;
 - (f) Contractual liability – oral and written
 - (g) Contingent employer's liability and Employers liability;
 - (h) That 30 days prior notice of cancellation in the policy be given in writing to the Township.

The previous Agreements required the submission of comprehensive general liability insurance in the amount of \$1,000,000.

FINANCIAL IMPLICATIONS

Whistle Stop is a co-operative program and does not provide compensation for the rental of the Township facility. In appreciation for the use of the facilities, Whistle Stop does provide an annual donation to the Township.

Township staff is working on a report for Council that summarizes the various agreements and arrangements where there is minimal monetary consideration and grants issued by the Township.

APPLICABLE LEGISLATION AND REQUIREMENTS

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

ATTACHMENTS

None.



REPORT REC-2013-003

TO: Mayor and Members of Council

**FROM: Erin Wallace, Recreation Administrative Assistant
Donna Tremblay, Deputy Clerk**

SUBJECT: Agreement with Guelph Community Health Centre – for daycare services – Puslinch Community Centre – 23 Brock Rd S.

FILE No.: L04-GUE

RECOMMENDATIONS

That Report REC-2013-003 regarding the Agreement with Guelph Community Health Centre – for daycare services - Puslinch Community Centre – 23 Brock Road S. be received; and

That Council enact a by-law to authorize the Mayor and Clerk to execute the Agreement with the Guelph Community Health Centre.

SUMMARY

The Guelph Community Health Centre is a not for profit corporation has been providing a drop-in playgroup program for families and caregivers from the Puslinch Community Centre for a number of years. The program provides organized activities for a maximum of 30 pre-school children within the prescribed age group of birth - 6 years.

The 2012-2013 Agreement with Guelph Community Health Centre expired on June 30, 2013. Guelph Community Health Centre has expressed an interest to the Township that they wish to continue to provide the daycare services for the 2013/2014 season. Township staff have conducted a thorough review of the Agreement and have modified it to reflect current practices and standards. The proposed Agreement is currently being discussed and reviewed by the Guelph Community Health Centre. The insurance and indemnity provisions have been reviewed by the Township's insurers and the recommended changes have been incorporated into the Agreement. Should Guelph Community Health Centre be unable to meet the requirements of the Agreement, staff will report back to Council.

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

TERM OF LICENCE

- Tuesdays from 9:30 am to 11:30 am commencing September 10, 2013 to June 30, 2014.

SCOPE

- Use of the Alf Hales room and common areas including the outside amenities located at the Puslinch Community Centre;
- daycare services for local pre-school children within the prescribed age group of birth to 6 years of age;

TERMINATION

- Township may terminate the Licence Agreement, and the Licence hereby granted, effective immediately on written notice to the school if:
 - (a) The School ceases to carry on business;
 - (b) The School commits a breach of a term or condition of this Agreement, of a grievous nature, the determination of which shall be in the sole discretion of the Township.
 - (c) The School or the Township may, at any time and for any reason, terminate this Agreement by giving thirty (30) days written notice to that effect.

INSURANCE

- Guelph Community Health Centre shall, at their own expense, obtain and keep in force during the term of this Licence Agreement, Commercial General Liability Insurance satisfactory to the Township, 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 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) Non-owned automobile coverage with a limit of \$2,000,000, including contractual non-owned coverage;
 - (e) Broad form property damage, Hostile Fire and pollution from hostile fire;
 - (f) Contractual liability – oral and written
 - (g) Contingent employer's liability and Employers liability;
 - (h) That 30 days prior notice of cancellation in the policy be given in writing to the Township.

The previous Agreements required the submission of comprehensive general liability insurance in the amount of \$1,000,000.

FINANCIAL IMPLICATIONS

Guelph Community Health Centre is a not for profit program and does not provide compensation for the rental of the Township facility.

Township staff is working on a report for Council that summarizes the various agreements or arrangements where there is minimal monetary consideration and grants issued by the Township.

APPLICABLE LEGISLATION AND REQUIREMENTS

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

ATTACHMENTS

None.
