



## THE CORPORATION OF THE TOWNSHIP OF PUSLINCH 2015 COUNCIL MEETING

### **A G E N D A**

**DATE:** Wednesday, March 4, 2015

**CLOSED MEETING:** 12:30 P.M.

**REGULAR MEETING:** 1:00 P.M.

**≠ Denotes resolution prepared**

1. Call the Meeting to Order
2. Disclosure of Pecuniary Interest & the General Nature Thereof.

**≠ 3A. CLOSED MEETING**

- (a) Confidential Verbal Report from Karen Landry, CAO/Clerk, regarding personal matters about an identifiable individual including municipal or local board employees, 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 – 11 Lake Avenue
- (b) 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 – Krayishnik – 6643 Concession 2.

**≠ 3. Adoption and Receipt of Minutes of the Previous Meeting.**

- (a) Council Meeting –February 18, 2015
- (b) Council Budget Meeting – February 18, 2015

**4. Business Arising Out of the Minutes.**

**5. PUBLIC MEETINGS**

**\*note this meeting will be held on March 11, 2015 at 7:00 p.m.  
Municipal Complex, 7404 Wellington Rd 34.**

- (a) Notice of Public Meeting – March 11, 2015



THE CORPORATION OF THE TOWNSHIP OF PUSLINCH  
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- (b) Report PD-2015-004- Public Meeting – Site Alteration File L04/REI  
Marc & Andrea Reid – 7827 Wellington Road 36

**6. COMMUNICATIONS**

≠ 1. **Source Protection Municipal Implementation Fund**

- (a) Draft Correspondence from Township to Minister of the Environment and Climate Change regarding Source Protection Municipal Implementation Fund.

**A Resolution has been prepared requesting Council to support sending this letter.**

≠ 2. **Ontario Drinking Water Systems**

- (a) 2014 –Optional Annual Report Template for Township of Puslinch

≠ 3. **Memorial Dedication Provincial Highway**

- (a) Correspondence from Ted Arnott, MPP Wellington-Halton Hills regarding Township support – renaming of Highway 6 – the “Jack Johnson Memorial Highway”.

4. **University of Guelph - Mill Creek**

**License #5738**

**Lots 21-24, Conc. 2 – 7115 Concession 2**

- (a) Correspondence from Ministry of Natural Resources and Forestry regarding Approval to commence extraction in new Phase 4, Mill Creek Operation, License #7538, Part Lots 21-24, Concessions 1 & 2, Township of Puslinch, County of Wellington.

5. **Mini Lakes Mobile Home Community**

- (a) Report from Stantec Consulting Ltd. regarding Mini Lakes Mobile Home Community Quarterly Monitoring Program – 4<sup>th</sup> Quarter 2014 dated January 30, 2015.



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- (b) Correspondence from GM Blue Plan Engineering regarding review of Mini Lakes Mobile Home Community Quarterly Monitoring Program 4<sup>th</sup> Quarter 2014 dated February 25, 2015.

**Stan Denhoed, Harden Environmental Services Ltd. has reviewed the groundwater and surface water sections of the report and has not found any conditions that should be of concern to the Township.**

≠ 6. **Wellington County Farm Safety Committee**

- (a) Karen Landry - Change in Committee Appointment

**A Resolution has been prepared to appoint County Councillor Don McKay as the Township's representative.**

≠ 7. **Intergovernmental Affairs**

- (a) Various correspondence for review.

7. **DELEGATIONS/PRESENTATIONS**

- ≠ 1. 1:05 p.m. – Mr. Steve Langlois regarding Township Draft Recreation and Parks Master Plan
- ≠ 2. 2:05 p.m. – Ms. Sally Slumskie, Partner and Mr. Thomas DiCarlo, Manager at BDO Canada LLP regarding 2014 Township of Puslinch Financial Statements \*

**\* Financial Statements and Final Year End Letter to Council from BDO Canada LLP to be provided under separate cover on Monday, March 2, 2015.**

8. **REPORTS**

1. **Puslinch Fire and Rescue Services**

None.



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≠ 2. **Finance Department**

(a) Applications for Cancellation, Reduction or Refund of Taxes re: Chapter 25, Section 357, 358, the Municipal Act, S.O., 2001.

≠ (b) Report FIN-2015-008- Rural Economic Development Program – Township of Puslinch Community Improvement Plan – Execution of Agreement.

≠ (c) Report FIN-2015-009 - 2015 Remuneration By-laws

3. **Administration Department**

None.

4. **Planning and Building Department**

None.

5. **Roads & Parks Department**

None.

6. **Recreation Department**

None.

9. **NOTICES OF MOTION**

None.

≠ 10. **COMMITTEE MINUTES**

(a) Recreation Committee – December 16, 2014

(b) Fire and Rescue Committee – November 19, 2014

11. **MUNICIPAL ANNOUNCEMENTS**

13. **UNFINISHED BUSINESS**





THE CORPORATION OF THE TOWNSHIP OF PUSLINCH  
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≠ 14.

**BY-LAWS**

- (a) A by-law to authorize the entering into an Agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture and Food and Rural Affairs – Rural Economic Development Program for the Community Improvement Plan (**Report FIN-2015-008**)
- (b) A by-law to establish the Working Reserves and Reserve Funds for the Corporation of the Township of Puslinch and repeal By-Law No. 023/14. (**Resolution No. 2015-076**)
- (c) A by-law to to establish the rates of remuneration for Staff of the Corporation of the Township of Puslinch ("Township") and to repeal By-law No. 034/14. (**Resolution No. 2015-076 and Report FIN-2015-009**)
- (d) A by-law to establish the remuneration payable to Council, Committees, and other Appointments of the Corporation of the Township of Puslinch ("Township") and repeal By-law No. 035/14. (**Resolution No. 2015-076 and Report FIN-2015-009**)

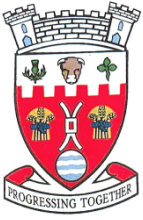
≠ 15.

**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, February 18, 2015

**TIME:** 7:00 P.M.

The February 18, 2015 Regular Council Meeting was held on the above date and called to order at 7:00 p.m. 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. Mary Hasan, Director of Finance/Treasurer
3. Don Creed, Director of Public Works and Parks

### **OTHERS IN ATTENDANCE**

1. Jeremy Devries
2. Marc Reid
3. Dennis Lea
4. Kathy White
5. Kathryn Sparks
6. Karen Lever
7. Henry Halstead
8. Valerie Crawford
9. Dave Hamilton
10. Wendy Jones
11. Paul Jones

### **2. DISCLOSURE OF PECUNIARY INTEREST THE GENERAL NATURE THEREOF:**

Councillor Bulmer declared a conflict with respect to Item 8.3(a) as he was the author of the correspondence contained in the report. Councillor Bulmer left the Council Table and did not partake in any discussion or voting on the matter.

### **3. ADOPTION OF THE MINUTES:**

**Resolution No. 2015-0 4:** Moved by Councillor Stokley and  
Seconded by Councillor Fielding

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

- Council Meeting – February 4, 2015
- Closed Council meeting – February 4, 2015.

**CARRIED**

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

None.



5. **PUBLIC MEETINGS:**

None.

6. **COMMUNICATIONS:**

1. **CBM Puslinch Pit aka Mast Pit  
Licence No. 1 00  
4313 Sideroad 25S**

- (a) Correspondence from Ground Water Science Corp. regarding December 2014 monitoring report update dated January 13, 2015.

Mr. Stan Denhoed, Harden Environmental Services Ltd. has advised that he has reviewed the monthly monitoring report and he does not have any concerns.

2. **Dufferin Aggregates, Aberfoyle Pit 2  
Lots 22-23, Concession 9 Victoria Road**

- (a) Conestoga-Rovers & Associates 2013 Annual Monitoring Report dated September 29, 2014.  
(b) Correspondence from Harden Environmental Services Ltd. regarding Aberfoyle Pit #2, 2013 Monitoring Report Review dated December 18, 2014.

Karen Landry, CAO/Clerk advised that correspondence was sent requesting that the removal of monitoring of each private well be agreed to by the individual resident.

3. **Request to Waive Rental Costs for Aberfoyle Public School**

- (a) Correspondence from Kevin Hayden dated January 30, 2015.

**Resolution No. 2015-0 5:** Moved by Councillor Fielding and  
Seconded by Councillor Stokley

That Council receive the correspondence from Kevin Hayden dated January 30, 2015;  
and

That staff contact Aberfoyle Public School with respect to the use of the Township facilities; and

That Mr. Hayden's letter be considered when developing a policy on In-kind use of Township facilities; and

That Mr. Hayden be advised when the policy is being considered by Council.

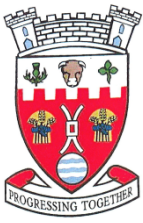
**CARRIED**

4. **Reconstruction of Wellington Rd. 4 Brock Rd**

- (a) Correspondence from Triton Engineering Services Limited regarding County of Wellington Open House – Reconstruction of Wellington Rd. 46 (Brock Road) dated February 3, 2015.

5. **Region of Waterloo Water Supply Master Plan**

- (a) Correspondence from Region of Waterloo regarding Water Supply Master Plan Update dated February 11, 2015.



Councillor Stokley requested staff follow up with the Region regarding further information with respect to the following: the location of the wells referred to in their correspondence and as to whether they could provide mapping with their locations; further information regarding whether the Region intends to abandon or use the original wells as back up and if so, how much water would be taken if they retain these wells as back up and further information with respect to the new capture zone, including whether this zone will have an effect on Puslinch, and will the zone be established prior to the completion of the Environmental Assessment so that comments can be made through this process.

Councillor Stokley also indicated that the Region's correspondence states "*the Region would like the wells to increase their production back to the level of their last "permit to take water"*" Councillor Stokley requested that staff follow up with the Region regarding what was the permitted use of the wells, the date of application and whether this level of water could affect our residents and the Puslinch Lake.

Mayor Lever requested that staff also request from the Region as to when the current permits to take water will expire on the original wells.

#### 6. **Intergovernmental Affairs**

(a) Various correspondence for review.

**Resolution No. 2015-0** : Moved by Councillor Roth and  
Seconded by Councillor Bulmer

That the correspondence items listed on the Council Agenda for February 19, 2015 Council meeting be received.

**CARRIED**

#### 7. **DELEGATIONS/PRESENTATIONS**

1. Mr. Dennis Lea regarding concerns regarding Report PD-2015-003 and Township of Puslinch By-law 31/12.

Mr. Lea made a presentation to Council outlining his concerns regarding report PD-2015-003 and his recommendations regarding amendments to Township By-Law 31/12.

**Resolution No. 2015-0** Moved by Councillor Bulmer and  
Seconded by Councillor Roth

That Council receive the delegation from Mr. Dennis Lea regarding concerns regarding report PD-2015-003 and Township of Puslinch by-Law 31/12.

**CARRIED**

2. Mr. David Hamilton concerns regarding proposed Site alteration Application – 7827 Wellington Rd 36, Puslinch

Mr. Hamilton made a presentation to Council outlining his concerns with respect to the proposed site alteration application for 7827 Wellington Road 36, Puslinch.



**Resolution No. 2015-0** : Moved by Councillor Roth and  
Seconded by Councillor Bulmer

That Council receive the delegation from Mr. David Hamilton regarding concerns related to proposed site alteration Application – 7827 Wellington Road 36, Puslinch.

**CARRIED**

**8. REPORTS:**

**1. Puslinch Fire and Rescue Services**

(a) Puslinch Fire and Rescue Services Response Report for January, 2015.

**Resolution No. 2015-0 9:** Moved by Councillor Bulmer and  
Seconded by Councillor Roth

That Council receive the Puslinch Fire and Rescue Services Response report for January, 2015.

**CARRIED**

**2. Finance Department**

(a) Applications for Cancellation, Reduction or Refund of Taxes re: Chapter 25, Section 357, 358, the Municipal Act, S.O. 2001.

**Resolution No. 2015-0 0** Moved by Councillor Stokley and  
Seconded by Councillor Fielding

Council does hereby authorize the applications for Cancellation, Reduction or Refund of Taxes chapter 25, section 357 or 358 of the Municipal Act, 2001 as follows:

| Year | Application | Roll    | Write off Amount |
|------|-------------|---------|------------------|
| 2012 | 12/14       | 7-02500 | \$1,912.41       |
| 2013 | 11/14       | 7-02500 | \$2,088.07       |
| 2014 | 10/14       | 7-02500 | \$2,162.68       |

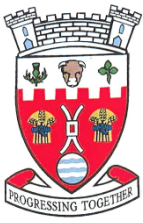
**CARRIED**

**(b) Mayor Lever Council Member Expense Review**

Council discussed the areas which they would like to see staff address in a report regarding development of a policy regarding Council Expense Policy. Council indicated that they would like to see how comparator municipalities' address attendance of members at conferences within and outside the province, seminars and courses and whether restrictions are placed on number attended per year. Council also requested information regarding minimum and maximum amounts for travel and meal allowances.

Councillor Roth suggested that it might be appropriate for Council to discuss at the beginning of the year which session they would like to attend in the upcoming year.

Karen Landry, CAO/Clerk, advised that staff would work toward developing a report containing the requested information for Council consideration.



3. **Administration Department**

**refer to item 2 - regarding Disclosure of Pecuniary Interest- Councillor Bulmer.**

(a) Report ADM-2015-02 – Sale of VQA Wine at Eligible Ontario Farmers' Markets.

**Resolution No. 2015-0 1** Moved by Councillor Stokley and  
Seconded by Councillor Fielding

That Report ADM-2015-02 – Sale of VQA Wine at Eligible Ontario Farmers' Markets be received; and

That Council has no objection to the request.

**CARRIED**

4. **Planning and Building Department**

(a) Chief Building Official Report – December 2014.

**Resolution No. 2015-0 2** Moved by Councillor Fielding and  
Seconded by Councillor Stokley

That Council receive the Chief Building Official Report for January, 2015.

**CARRIED**

(b) Report PD-2015-004 – Holding Removal – Rezoning Application – Mini Lakes Residents Association – Site 380, 12 Lakeshore Drive PVT – File No. D14/MIN Part Lot 21 & 22, Concession 8, municipally known as 7541 Wellington Road 34.

**Resolution No. 2015-0 3** Moved by Councillor Stokley and  
Seconded by Councillor Fielding

That Report PD-2015-004 regarding the Holding Removal – Rezoning Application – Mini Lakes Residents Association – Site 380, 12 Lakeshore Drive PVT - File No. D14/MIN, Part Lot 21 & 22, Concession 8, municipally known as 7541 Wellington Road 34, Township be received; and

That Council authorize the request to remove the Holding (h1) Provision from Zoning By-law 19/85, as amended, for Site 380 at 12 Lakeshore Drive PVT, on the lands described as Part Lot 21 & 22, Concession 8, municipally known as 7541 Wellington Road 34, be approved; and

That Council direct staff to prepare the by-law to authorize the removal of the Holding (H) Provision.

**CARRIED**

5. **Roads Parks Department**

None.



**6. Recreation Department**

None.

**9. NOTICE OF MOTION:**

None.

**10. COMMITTEE MINUTES**

- a) Committee of Adjustment – November 10, 2014
- b) Planning Advisory Committee – November 24, 2014

**Resolution No. 2015-0 4**

Moved by Councillor Roth and  
Seconded by Councillor Bulmer

That Council hereby receives the following minutes as information:

- a) Committee of Adjustment – November 10, 2014
- b) Planning Advisory Committee – November 24, 2014

**CARRIED**

**11. MUNICIPAL ANNOUNCEMENTS**

**Badenoch Community Centre Annual General Meeting**

Councillor Bulmer advised those in attendance that both himself and members of Township Staff attended the Annual General Meeting on Thursday, January 20, 2015. Councillor Bulmer indicated that the AGM was well attended. Councillor Bulmer advised that Ms. Lois McLean has resigned from her member position. Councillor Bulmer indicated that Ms. McLean had been a member of the Committee since 1993.

**Ontario Ministry of Agriculture, Food and Rural Affairs**

Councillor Bulmer advised that both himself and Karen Landry, CAO attended, a meeting with other Municipal Mayors and staff regarding infrastructure funding on Wednesday, February 11, 2015.

**Public Consultation Schedule Grand River Source Protection Plan**

Mayor Lever advised that the public consultation schedule has been confirmed for the Grand River Source Protection Plan. The public consultation period will run from March 16<sup>th</sup> to April 24<sup>th</sup>, 2015. There will be 3 public meetings applicable to Wellington County municipalities, all running from 7:00 p.m. to 9:00 p.m. with a formal presentation at 7:30 p.m. These meetings are hosted by the Grand River Conservation staff and are:

March 31<sup>st</sup> – Fergus meeting – located at Wellington County Museum, Aboyne Hall  
April 9<sup>th</sup> – Guelph meeting – located at Guelph City Hall, Room 112  
April 15<sup>th</sup> – Cambridge meeting – located at GRCA Head Office, 400 Clyde Road, Cambridge

**Ice Storm Assistance Program**

Mayor Lever advised that Puslinch was one of 3 municipalities to receive their funding under the Ice Storm Assistance Program. Mayor Lever advised that there were a number





of municipalities who were still awaiting receipt of their funds and he thanked Mary Hasan, Director of Finance/Treasurer for all her efforts in obtaining these funds.

### **Farm Home Safety Committee**

Mayor Lever advised that he will be seeking a replacement for his position on the Farm Home Safety Committee as the dates of the meetings conflict with his Guelph General Hospital Board meetings. Mayor Lever advised that he would be also contacting County Councillor Mr. Don McKay.

### **12. CLOSED MEETING:**

None.

### **13. BY-LAWS:**

- (a) A by-law to constitute and appoint members to the Puslinch Heritage Committee (Resolution No. 2015-035)
- (b) A by-law to amend by-law number 19/85, to remove the Holding Symbol for part of the Mini Lakes property Site 380, 12 Lakeshore Drive PVT, Part Lot 21 & 22, Concession 8, Puslinch
- (c) A by-law to adopt the Budget for The Corporation of the Township of Puslinch for the year 2015.

**Resolution No. 2015-0 5:**      Moved by Councillor Fielding and  
Seconded by Councillor Stokley

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

- (a) By-law **15/15** being a by-law to constitute and appoint members to the Puslinch Heritage Committee.
- (b) By-law **1 /15** being a by-law to amend by-law number 19/85, to remove the Holding Symbol for part of the Mini Lakes property Site 380, 12 Lakeshore Drive PVT, Part Lot 21 & 22, Concession 8, Puslinch.

### **CARRIED**

- (c) A by-law to adopt the Budget for The Corporation of the Township of Puslinch for the year 2015.

Mayor Lever advised that Council approved its 2015 Operating and Capital Budget with a 3.40% tax increase. Mayor Lever advised that some of the budget highlights included

- Over \$925,000 invested in roads and bridges to maintain a safe and efficient transportation network across the Township.
  - Improvements to Gore Road and Culverts, Morriston Subdivision, Leslie Road Culvert, Calfass Road, Victoria Road, and Watson Road.
- Streetscaping Morriston project contribution (multi-year project).
- Contributions of \$208,500 into Capital Working Reserves for future projects and equipment.
- Puslinch Community Centre facility maintenance.
- Update and review of the Township's Municipal Servicing Standards.



THE CORPORATION OF THE TOWNSHIP OF PUSLINCH  
February, 18, 2015 COUNCIL MEETING

- Creation of a Community Based Strategic Plan.

A recorded vote was requested.

| <u>Recorded vote</u> | Yes | No | Conflict | A sent |
|----------------------|-----|----|----------|--------|
| Councillor Bulmer    | √   |    |          |        |
| Councillor Roth      |     | √  |          |        |
| Mayor Lever          | √   |    |          |        |
| Councillor Stokley   | √   |    |          |        |
| Councillor Fielding  | √   |    |          |        |
| Total:               | 4   | 1  |          |        |

**CARRIED**

**Resolution No. 2015-0** : Moved by Councillor Stokley and  
Seconded by Councillor Fielding

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

- (a) By-law **1 /15** being a by-law to adopt the Budget for The Corporation of the Township of Puslinch for the year 2015.

**CARRIED**

**14. CONFIRMING BY-LAW**

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

**Resolution 2015-0** : 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 **1 /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 18th day of February, 2015.

**CARRIED**

**15. AD JOURNMENT:**

**Resolution No. 2015-0** Moved by Councillor Roth and  
Seconded by Councillor Bulmer

That Council hereby adjourns at 8:39 p.m.

**CARRIED**

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Dennis Lever, Mayor

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Karen Landry, CAO/Clerk



THE CORPORATION OF THE TOWNSHIP OF PUSLINCH  
February 18, 2015 COUNCIL BUDGET MEETING

**MINUTES**

**DATE:** Wednesday, February 18, 2015

**TIME:** 1:00 P.M.

The Council Budget Meeting was held on the above date and called to order at 1:00 p.m. 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. Karen Landry, CAO/Clerk
2. Donna Tremblay, Deputy Clerk
3. Mary Hasan, Director Finance/Treasurer
4. Don Creed, Director of Public Works and Parks
5. Steve Goode, Fire Chief
6. Robert Kelly, Chief Building Official

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

None.

3. **REPORTS:**

**Finance Department**

1. Report FIN-2015-07 – 2015 Updated Budget

Mary Hasan, Director of Finance/Treasurer provided Council with a summary of Report FIN-2015-07.

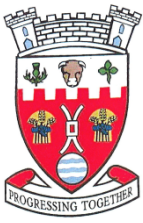
Council requested that the 2016 Budget process include a public meeting to present the draft Operating and Capital Budgets to the public for comments.

Council requested the following amendments be made to the Proposed 2015 Capital and Operating Budgets as follows:

**Item    Retractable Screen    Projection Equipment**

Council requested that the 2014 capital carry forward amount of \$13,150 for the retractable screen and projection equipment at the Puslinch Community Centre be used to fund the replacement of the furnace, cooling fan, condenser and additional duct work in the Alf Hales room.

Council requested that the amount of \$13,150 for the retractable screen and projection equipment at the Puslinch Community Centre be placed in the 2016 Forecast for this project.



**Item Furnace, Cooling Fan Coil and Condenser Unit Alf Hales and Main Hall  
Puslinch Community Centre 2015 Capital Budget and Forecast**

Council requested that \$17,500 be allocated towards the replacement of the furnace, cooling fan coil, condenser unit and additional duct work in the Alf Hales Room.

Council requested that an additional sum of \$6,000 be placed into the equipment replacement working reserves for both 2015 and 2016 and that the amount of \$18,000 be placed in the 2017 Capital Budget and Forecast for the replacement of the main hall furnace, cooling fan coil and condenser unit with \$12,000 funded from the equipment replacement working reserve and \$6,000 funded from tax levy.

**Traffic Calming Streetscaping Morriston Public Works 2015 Capital Budget and Forecast**

Council requested that the capital carry forward amount of \$52,846 be used for the project in 2015. That the 2015 Capital amount be reduced to \$10,000, the 2016 forecast amount remain at \$30,000 and that \$27,500 be included in the 2017 Capital Forecast.

**Council recessed from 2:25 p.m. to 2:30 p.m.**

Karen Landry CAO/Clerk provided Council with clarification as follows: the funds received by the Township for Ice Storm Assistance Program, will be deposited in the Winter Maintenance Reserve Fund. The Township's Auditors have recommended that staff both develop a policy with respect to the establishment of a Working Reserve to account for security and grading deposits 10 years or older and that staff review the files on an individual basis to determine the status of the deposits. Karen Landry, CAO/Clerk also indicated future amendments to the Financial Administration and Budget Management Policy with respect to procedures surrounding budget overruns will be brought forward to Council for consideration.

**Resolution 2015-0 1:** Moved by Councillor Stokley and  
Seconded by Councillor Fielding

That Report FIN-2015-07 2015 Updated Budget be received; and

That the funds claimed for the Ice Storm Assistance Program in the amount of \$44,922.93 be allocated to the Winter Maintenance Reserve Fund; and

That Staff report back to Council on amendments to the Financial Administration and Budget Management Policy; and

That Staff include in the Working Reserve and Reserve Fund By-Law the establishment of a Deposit Working Reserve to account for security and grading deposits 10 years or older for the purpose of determining the status of these deposits.

**CARRIED**



4. **BY-LAW:**

**Resolution 2015-0 2:** 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 **14/15** being a by-law to confirm the proceedings of Council for the Corporation of the Township of Puslinch at its meeting held on the 18th day of February, 2015.

**CARRIED**

5. **AD JOURNMENT:**

**Resolution No. 2015-0 3:** Moved by Councillor Roth and  
Seconded by Councillor Bulmer

That Council hereby adjourns at 2:34 p.m.

**CARRIED**

\_\_\_\_\_  
Dennis Lever, Mayor

\_\_\_\_\_  
Karen Landry, CAO/Clerk



The Corporation of The Township  
of Puslinch  
7404 Wellington Rd. 34, R.R. #3  
Guelph, ON N1H 6H9  
(Tel) 519-763-1226 Ext. 216  
rkelly@puslinch.ca

## **SITE ALTERATION APPLICATION**

### **NOTICE OF PUBLIC MEETING**

#### **SITE ALTERATION APPLICATION L04/REI**

Please take note the Township of Puslinch will hold a public meeting regarding an application by:

**Name of Owner(s):** Marc and Andrea Reid  
**Name of Agent:** 1772853 Ontario Inc. o/a Clean Fill Site  
**Location:** 7287 Wellington Road 36  
Part Lot 31, Concession 10  
Township of Puslinch, County of Wellington

**Meeting Place, Date & Time:** Council Chambers  
Township of Puslinch Municipal Office  
7404 Wellington Road 34  
7:00 p.m. Wednesday, March 11, 2015

#### **Proposal**

In accordance with Site Alteration By-law 31/12, as amended the applicant has made an application to import fill on the subject lands to allow for more efficient farming of the existing uneven land on the western portion of the property. The total amount of fill proposed to be imported on the subject lands is 69,484 m<sup>3</sup> of which 15,135 m<sup>3</sup> falls outside the regulated area of the Halton Conservation Authority.

**Please note part of these lands are regulated by the Halton Conservation Authority for which a permit has been issued by the Authority (Permit No. 4758).**

**A location map showing the location of the subject land is included as part of this notice.**

This is a Public Meeting and if you are aware of any persons interested or affected by this application and who have not received a copy of this notice, you are hereby requested to inform them. Any person may attend the Public Meeting to make a verbal presentation in support of or in opposition to the proposed Site Alteration Application. Additional information regarding this application is available to the public prior to the Public Meeting and may be obtained by contacting the Planning/Zoning Department, 7404 Wellington Road 34, Aberfoyle during normal working hours. If you wish to submit written comments on this application, you are requested to forward such comments to Robert Kelly at the address shown above prior to the Public Meeting or you may e-mail your comments to: rkelly@puslinch.ca. Please be advised that since this is a public process, any written comments will be provided to the applicant.

The applicant, or his agent, is requested to attend the Public Meeting, in the event the applicant/agent does not attend, the application may be deferred to a future meeting, or the application may be considered without any further input from the applicant or his agent.

**WHERE THE SUBJECT PROPERTY IS WITHIN 120 METRES OF AN APPROVED PLAN OF SUBDIVISION OR CONDOMINIUM AND NOTICE HAS BEEN PROVIDED TO THE OWNER, THE TOWNSHIP REQUESTS THAT ALL PROSPECTIVE PURCHASERS WHO MAY BE AFFECTED BE NOTIFIED OF THIS APPLICATION.**

  
Robert Kelly

**DATED:** February 19, 2015



**Name of Owner(s):** Marc and Andrea Reid  
**Name of Agent:** 1772853 Ontario Inc. o/a Clean Fill Site  
**Location:** 7287 Wellington Road 36  
Part Lot 31, Concession 10  
Township of Puslinch, County of Wellington

### Location Map







## **REPORT PD-2015-05**

### **INFORMATION REPORT**

**FROM:** Robert Kelly, Chief Building Official  
**DATE:** February 26, 2015  
**SUBJECT:** Public Meeting – Site Alteration Application File L04/REI  
Marc & Andrea Reid – 7827 Wellington Road 36  
File L04/REI

### **BACKGROUND:**

#### **1. Purpose of Report**

This report is to advise Council and the Public of the application for a Site Alteration Permit located at 7827 Wellington Road 36.

#### **2. Application**

The proposed application seeks to import approximately 69,500 m<sup>3</sup> of fill to allow for more efficient farming of the existing uneven land on the western portion of the property. The property has a horse operation and the owners must find farming efficiencies to increase the productivity of these fields.

The amount of fill subject to the permit issued by Halton Conservation is approximately 54,349 m<sup>3</sup>. The remaining 15,135 m<sup>3</sup> falls outside the regulatory limits of Halton Conservation and is subject to the Township's Site Alteration By-law requirements.

#### **3. Location & Site Characteristics**

The subject site, known municipally as 7827 Wellington Road 36, is located on the south side of Wellington Road 36, west of Concession Road 11 and is legally described as Part Lot 31, Concession 10 (see photos below). The parcel is approximately 39.2 ha and is zoned Agricultural. The location is surrounded by existing rural residential and agricultural parcels.



## **APPLICATION CHRONOLOGY:**

### **1. Application**

An application was filed on October 2, 2013 in accordance with By-law 31/12.

### **2. Notice:**

May 2013 started working with Halton Conservation on this file to delineate jurisdictional boundaries and for information sharing.

October 7, 2013: Notice of the application was sent to Township's Engineers and Hydrogeologist.

December 2, 2013: Notice of the application was sent to the Township's consultant GWS Ecological & Forestry Services.

June 12, 2014: Notice of the application was sent to the County of Wellington Roads Division.

February 4, 2015: Report PD-2015-03 recommending that Council enact a By-law to authorize the entering into of an agreement as outlined in Report PD-2015-03 was listed on the Council agenda.

February 4, 2015: Council passed resolution 2015-053 referring the matter back to staff for a public meeting to be held on March 11, 2015 at 7:00 p.m. due to concerns received by residents at the February 4, 2015 Council Meeting.

February 19, 2015: Staff circulated notice regarding the Public Meeting to be held on March 11, 2015 at 7:00 p.m. to property owners within 120 metres of the subject property and posted notice on the Township's website.

March 11, 2015: Public Meeting to be held at Township of Puslinch Municipal Complex.

### **3. Staff, Agency & Public Circulation Comments:**

The application was circulated for review to the Township's consultants and External Agencies for comments.

The County of Wellington stated the applicant would have to apply for an Entrance Permit for the proposed widening, and the entrance is to be paved with hot mix asphalt from property line to edge of pavement. Entrance permit no. 31-09-14 was issued by the County on August 26, 2014 and is attached as Attachment "A".

Halton Conservation issued Permit No. 4758 on February 4, 2015. A copy of Permit 4758 is attached as Attachment "B".

The Township's consultants have provided comments and are satisfied the terms and conditions of the By-law have been met.

The Township has received comments from the public. Public comments are attached as Attachment "C".

### **APPLICABLE LEGISLATION & REQUIREMENTS:**

#### **1. Site Alteration By-law**

The Site Alteration By-law requires the applicant to obtain a permit and enter into an agreement with the Township prior to importing any fill on the lands subject to a Township permit.

#### **Clean Fill Project Control Plan**

As required, a clean fill project control plan initially dated November 6, 2014 and with a revised date of February 13, 2015 has been submitted and forms part of the Site Alteration Agreement attached as Attachment "D" and "E" respectively and requires:

- The applicant(s) to retain a qualified person that meets the requirements set out in O Reg 153/01 to provide professional environmental engineering oversight of the project. Derek J. Maat M.A. Sc., P.Eng has been retained.

### Groundwater Monitoring Program

Three (3) groundwater monitoring wells will be constructed to monitor the impact of the filling operation on local groundwater quality. The onsite groundwater monitoring wells will initially be sampled quarterly to confirm that the site groundwater is not impacted by the filling of the site. Two base line samples have been collected by the owner and will be submitted to the Township for reference. The monitoring frequency as outlined in the Control Plan may be reduced on a well by well basis to an annual schedule if no impact is observed above applicable standards to the wells for three consecutive quarters. However, the Township has the right to request any testing at any time. Monitoring of the wells will continue for two years following closure of filling operations.

### Clean Fill Acceptance Standards

Only clean topsoil or clean subgrade material will be accepted at the property. All soils will be free of garbage and foreign debris. No construction or demolition waste will be received at this site. At a minimum, the top 0.4 m of fill placed at the site will consist of clean topsoil, suitable for the growing of crops.

All clean fill that is received at the site will comply with Table 1 soil standards in the "Soil, Ground Water and Sediment Standards for Use - Under Part XV.1 of the Environmental Protection Act" as included in Ontario Regulation 153/04, as amended.

Where the concentration of elements or compounds in clean fill requiring disposal naturally exceeds Table 1 standards, a qualified professional must issue a certificate indicating the material is not likely a source of contamination before the clean fill can be received at the site and be submitted to the Township prior to placement of the fill. (Section 3 (9) of By-law)

### Procedure for Screening Proposed Clean Fill Sources for Approval

Each potential clean fill source site will be required to provide one or more of the following documents in order to be deemed a viable source site:

- a. A Phase I ESA and/or Phase II ESA indicating that the soil at the source site meets the Clean Fill Acceptance Standards
- b. A signed letter by a Qualified Person along with supporting documents confirming that all the soil designated for disposal from the source site meets the Clean Fill Acceptance Standards
- c. A Record of Site Condition from the source site indicating that the soil meets the Clean Fill Acceptance Standards

A Qualified Person (QP) retained by Reid will review the documents provided by the source site. If the documents from the source site are not stamped by a third party QP and/or in the opinion of the QP retained by Reid, do not adequately characterize the soil, the QP retained by Reid will conduct a site visit to the source site to sample and assess the soil. The number of samples obtained will be based on the volume of soil to be removed for the source site. The Reid QP will consult with the Township Peer Reviewer when determining the number of samples. If the source site is recommended for approval by the QP, the clean fill will be accepted.

#### Reporting – Fill placed on site

1. On a quarterly basis, the QP will obtain a minimum of one audit sample for every 1000 loads of soil received.
2. Audit samples to be submitted to the Township quarterly.
3. If an audit sample is found to exceed the clean fill acceptance standards for the site, the Township and the source site responsible will be notified. The QP will delineate the substandard soil through additional sampling and the substandard soil will be excavated and returned to the source site.

#### Ticket Process for Tracking Load of Clean Fill

1. Each approved clean fill source site will be sold truck tickets equal to the estimated amount of clean fill at the source site.
2. Each ticket will be numbered according to coding system that identifies the specific source site, the contractor, the date of the haul and the associated environmental reports.
3. Trucks that do not have a previously issued ticket will not be permitted to dump their load at the site.
4. Each truck load that is dumped will be visually inspected. If the load is deemed to contain unacceptable material it will be reloaded and trucked offsite.
5. The general location of each load that is dumped will be recorded according to a location grid system that will be developed for the site.
6. The ticket information will be maintained in a database and will be available for review at any time by the Township of Puslinch.

### Truck Traffic Control

The site entrance will be constructed to comply with Wellington County Entrance Permit requirements. A gate will be maintained at the entrance and will be closed during non-operating hours to prevent unauthorized vehicular traffic on the site. Trucks will be required to present their ticket to a ticket agent (machine operator) that will be located a minimum distance of 100 m inside the gate to prevent queuing of truck traffic on Wellington County Road 36. The ticket agent (machine operator) will receive the truck ticket and keep a record of its information.

All trucks leaving the site will be required to travel over two separate rumble strips each of a minimum distance of 30 m consisting of gabion stone in excess of 100 mm diameter. The rumble strips will be designed to remove any mud or soil from the truck tires and to prevent it from being deposited on the street.

### Sedimentation and Erosion Control

Erosion and sedimentation control fencing (silt fencing) will be placed at all site boundaries where natural and or constructed topography would direct surface water flow off of the site as per the attached Grading Plan.

The site will be inspected daily by the operator (machine operator) and monthly by the QP to ensure that all silt fencing and other required sedimentation and erosion control measures are in good and working condition.

The site will be operated such that the placing of fill will not result in:

- soil erosion
- blockage of a swale, ditch, drainage course or watercourse
- siltation in a swale, ditch, drainage course or watercourse
- pollution of a swale, ditch, drainage course or watercourse
- flooding or ponding of abutting lands
- flooding or ponding caused by a swale, ditch drainage or watercourse overflowing its banks

### Dust

Dust control will be provided on an as required basis through the use of a water truck.

### Operating Hours

Monday to Friday 7:00 a.m. to 7:00 p.m.

Saturday 7:00 a.m. to 1:00 p.m.  
Excluding Holidays

#### Truck Route

The Truck Route Map prepared by Maat Environmental Engineering Corp dated December 8, 2014 is attached as Attachment "F".

The route is Highway 401 to County Road 46 to County Road 36.

#### Estimated Start and Completion Dates

The permit is valid from the date of issuance for a period of one year. The permit can be extended for an additional period of one (1) year.

#### Site Closure and Restoration

Upon completion of filling operations at the site, the entire site will be covered with 0.4 m of topsoil. The final grade of the site is as outlined in the Site Plan attached as Attachment "G". At site closure, all land at the site will either be farmed or will be seeded. Seed mix will consist of grass and wildflower varieties native to the area. Grasses should comprise no more than 30% of the mixture. Care will be taken to ensure that no invasive species are included in the seed mix.

#### Securities

In order to guarantee that the works will be completed in accordance with the approved plans and documents, we typically consider the overall "value" of the work in determining security amounts. In this instance, the site work guarantee amount of \$100,000 is sufficient to guarantee the works.

The applicant has submitted securities in the amount of \$100,000.00 in the form of an irrevocable letter of credit.

#### Insurance

Insurance has been provided naming the Township and County as an additional insured.



## **ATTACHMENTS**

- A Entrance Permit - County
- B Halton Conservation Permit
- C Public Comments
- D Site Control Plan
- E Agreement
- F Truck Route Map
- G Site Plans

## Response to Public Comments

1. **Q** - On page 13 of Report PD-2015-003 under "Truck Haul Route" it refers to a map as described in Schedule B. Referring to Schedule "B", page 9, column 1, row 4 it says NA.

**R** - Refer to Attachment "F" for a copy of the map identifying the Truck Haul Route. The NA in the agreement is for the purpose of noting the map is not identified by a drawing number.

2. **Q** - On page 3 of By-law 31/12 under "Application Requirements" section 3, subsection 3 it says "a control plan" is a requirement and referring to Schedule "B" on page 9, column 1, row 3, it says NA.

**R** - Refer to Attachment "D" for a copy of the Site Control Plan. The NA in the agreement is for the purpose of noting the Site Control Plan is not identified by a drawing number.

3. **Q** - Also, under "Application Requirement", section 3, subsection 7 are the following:
  - a. An Archaeological Report. In 1985 the ROM did an archaeological excavation on my property unearthing several artifacts dating to the Woodland period. A report was issued by the ROM.

**R** - The Township determined that an Archaeological Report is not required.

- b. Chemical groundwater analysis. Without background data ie before the fill project begins, any contamination going forward could be disputed. Background data should be established for the following, heavy metals, mercury, lead, selenium, cadmium, thorium, beryllium and arsenic, and organic carcinogens such as dioxins and PAH's (poly aromatic hydrocarbons).

**R** - Two base line samples have been collected by the owner and will be submitted to the Township for reference upon execution of the agreement.

- c. A Noise Study. This fill operation will deploy the use of heavy equipment, thus generating noise and impacting adjacent property owners right to "quiet enjoyment" of their property and under subsection 9, "Proof from an accredited laboratory that any fill being imported to the fill site complies with the clean fill parameters as set out in Table 1 of Ontario Regulation 153/04 as amended.

**R** - With regard to the matter of noise, the Township does not require the completion of a noise study as the hours of operation are in keeping with the Township's noise by-law.

Hours of Operation

|                    |                        |
|--------------------|------------------------|
| Monday to Friday   | 7:00 a.m. to 7:00 p.m. |
| Saturday           | 7:00 a.m. to 1:00 p.m. |
| Excluding Holidays |                        |

Noise By-law

The Noise By-law prohibits the operation of equipment between 9:00 p.m. and 7:00 am.

With regard to proof of an accredited laboratory, the proponent as outlined in the by-law, agreement and the control plan is required to retain a qualified person being a qualified engineer or environmental consultant. The proponent has retained Derek J. Maat M.A. Sc., P.Eng.

4. **Q** - On page 4 of By-law 31/12, section 5.1:

- a. Subsection 17, a list of equipment and machinery being used during the site alteration process including expected days and hours of operation.
- b. Subsection 23, an operation's manual.

**R** - The applicant has advised that the following equipment will be used:

- Bulldozer
- Backhoe/Excavator
- Dump Trucks
- Sheep's foot packer

The applicant has submitted a Control Plan to the satisfaction of the Township refer to Attachment "D".

5. **Q** - Is security in the amount \$100,000.00 sufficient?

**R** - The Township passed the Site Alteration By-law in 2012 and determined the appropriate amount of securities to be posted at \$100,000.00. Refer to page 7 of the Report.

The applicant has submitted the securities as required.

6. **Q** – Where is the fill coming from? And is every load being tested for potential contaminants?

**R** – Source sites are approved by a Qualified Person as noted on page 3 of the the Report.

7. **Q** – What is the logical and practical purpose of this fill being dumped.

**R** – The property has a horse operation and the owners must find farming efficiencies to increase the productivity of these fields. Refer to Page 1 under Application.

8. **Q** – What is the ongoing accountability of the parties involved ie landowner, broker, contractor if local water and precious significant wetlands become affected

**R** – Refer to pages 3 – 5 of the Report for the Clean Fill Project Control Plan, Groundwater Monitoring Program, Clean Fill Acceptance Standards, Procedure for Screening Proposed Clean Fill Sources for Approval, Reporting – Fill placed on site and Ticket Process for Tracking Load of Clean Fill.

Ongoing accountability is achieved through the entering into of an agreement with the owner that implements a groundwater monitoring program and the posting of securities for a period of time beyond the completion date.

9. **Q** – What environmental impact studies have been done, if any and by whom?

**R** – The applicant has completed two base line samples to be submitted to the Township for reference. Refer to pages 3 – 5 of the Report for the Clean Fill Project Control Plan, Groundwater Monitoring Program, Clean Fill Acceptance Standards, Procedure for Screening Proposed Clean Fill Sources for Approval, Reporting – Fill placed on site and Ticket Process for Tracking Load of Clean Fill

10. **Q** – Who is responsible for the post road condition repair?

**R** – The road authority having jurisdiction over the road is responsible for its repair.

Insurance has been provided naming the Township and County as an additional insured.

11. **Q** – If permits are issued, for what period?

**R** – The permit is valid for one year but may be extended for a further one year period.

12. **Q** – The proximity of the entrance is just over the crest of a blind hill, has there been traffic studies in the interest of Public safety? Has the OPP and MTO done this? The route for truck traffic proposed is south off the 401 to Wellington Rd 36 (lights in Morriston) east 5km to dump site).

**R** – The By-law does not include a provision to require the completion of a traffic study as the permit is for a temporary period of time.

13. **Q** – Can this property be restored to agricultural rural land for farm use as it is currently zoned?

**R** – The subject lands are zoned Agricultural.

14. **Q** – If approved, what measure would be put in place to stop the brokers and or contractors from buying farms in the Township for the purpose of dumping fill? Instead of paying landowners to dump fill?

**R** - The Township through the passing of By-law 31/12 as amended has the authority to regulate fill being placed on property within the Township that is not regulated by the Conservation Authority. The Township has no authority or jurisdiction over the purchase and sale of land.

15. **Q** – Is the current by-law designed to stop or curtail operations of fill dump sites within our Township?

**R** – The purpose of the Township By-law in accordance with the Municipal Act is to:

- prohibit or regulate the placing or dumping of fill;
- prohibit or regulate the removal of topsoil;
- prohibit or regulate the alteration of the grade of the land;
- require that a permit be obtained for the placing or dumping of fill, the removal of topsoil or the alteration of the grade of the land;
- impose conditions to a permit, including requiring the preparation of plans acceptable to the municipality relating to grading, filling or dumping, the removal of topsoil and the rehabilitation of the site.



County of Wellington  
Engineering Services Department  
Roads Division  
74 Woolwich Street  
Guelph, Ontario N1H 3T9  
Phone: (519) 837-2601  
Fax: (519) 837-8138

Permit No. 31-09-14

1772553 ONT. INC

CONTRACTOR: CLEAVEHILL SITE.COM

JAY - 416-585-9249

**ENTRANCE PERMIT****OWNER/APPLICANT**

Name: MARC REID Address: 7827 WELLINGTON RD 36  
City/Town: PUSLINCH Postal Code: L0P-1J0  
Phone: [REDACTED] Fax: [REDACTED]

To construct a TEMP ENTRANCE entrance.  
(field, farm, residential, temporary, reclassification, alteration, commercial, industrial, institutional, public, emergency)

Lot: 7827 Concession: WELLINGTON RD 36 Township: PUSLINCH  
Or

Street No.: \_\_\_\_\_ Street: \_\_\_\_\_ Town/Village: \_\_\_\_\_

Wellington County Road No. 36 please enclose a sketch of drawing on the back of this application showing the location and size of your property; also show your proposed location for your entrance (see Figure 5.0 for example sketch in Entrance Policy). Please mark the location of the entrance with a **PROPOSED ENTRANCE** sign or entrance will not be approved.

Date of Application: AUG 26/14 Signature: [Signature]

Severance applied for? Yes ☐ No ☐ Severance Number: \_\_\_\_\_

**Requirements for Entrance - OFFICE USE ONLY**

Top Width: 9m Surface Type: GRAVEL

Length of Pipe: 12m Diameter of Pipe: 450mm Thickness of Pipe: 1.6mm

Application Fee Paid: \$100 Deposit Paid: \$500

Special Conditions: ENTRANCE MUST BE REMOVED ONCE THE IN-FILL PROJECT IS COMPLETED.

Date of Issue: \_\_\_\_\_ For: County Engineer [Signature]

County Road No.: 36 Maintenance Area: 1 Section Forman MIKE CUSHING

**Payment Required: (Options: Cash - Cheque - Credit Card)**

| Classification of Entrance  | Permit Fee | Refundable Deposit** | Total       |
|---|------------|----------------------|-------------|
| Field, Farm, Residential, Temporary, Reclassification, Alteration | \$ 100     | \$ 500               | \$ 600      |
| Commercial, Industrial, Institutional                             | \$ 250     | \$ 1,000 min         | \$ 1250 min |
| Public, Private, Emergency Road                                   | \$ 500     | \$ 1,000 min         | \$ 1500 min |

\*\*Refund upon approval of the entrance installation, less amount expended by the County to bring entrance to County standards. Where the entrance has not been constructed and the permit is cancelled, the refundable deposit shall be forfeited. Contact the County for more information on refundable deposit requirements for Commercial, Industrial and Institutional entrances.

**CREDIT CARD**

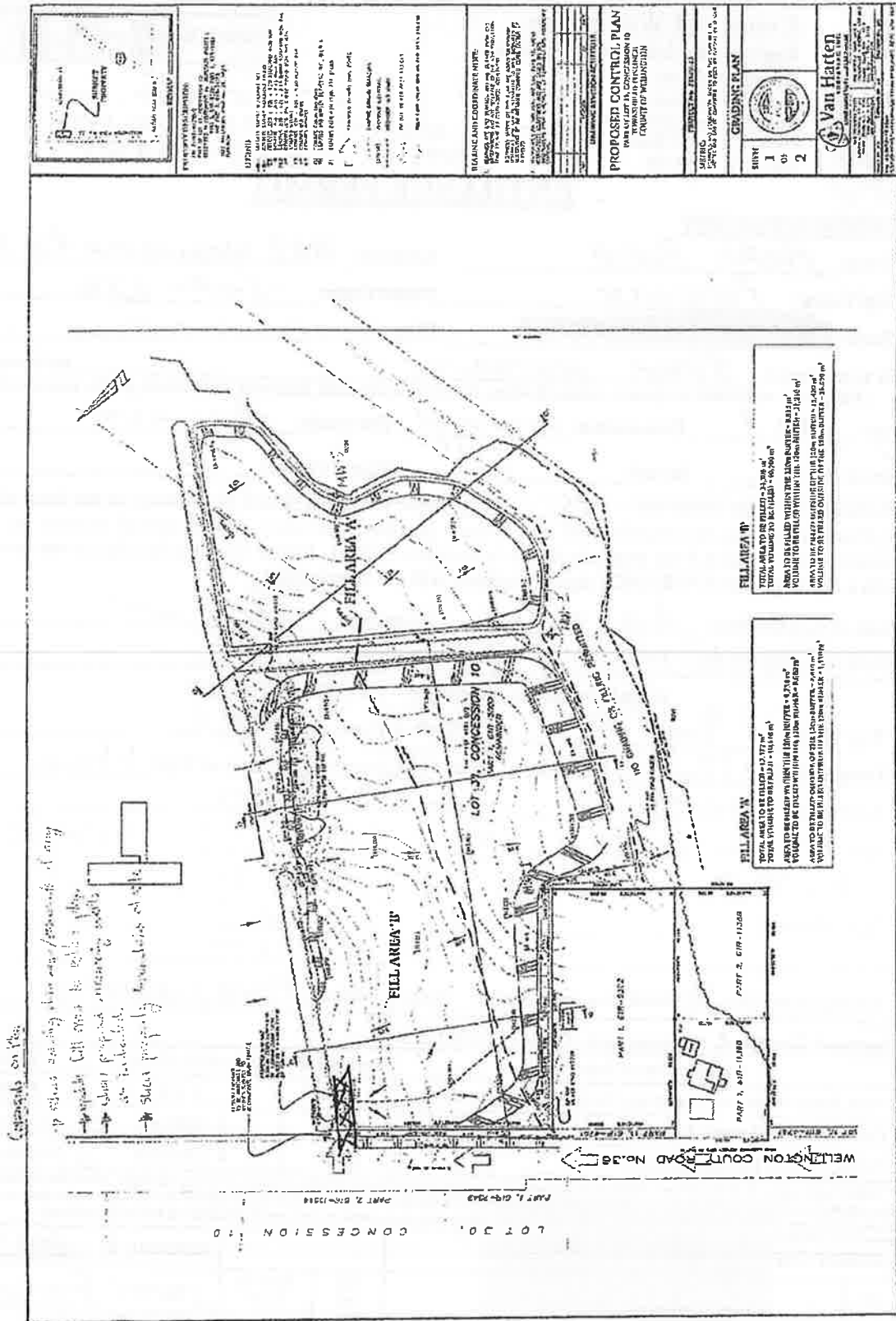
VISA

Exp Date

Name on Card

Authorized Signature

AMOUNT: \$ 600.00JAMES FIEGLEY[Signature]







## Attachment B

2598 Britannia Road West  
Burlington, ON L7P 0G3  
Telephone: 905 336-1158 Fax: 905 336-6684

PERMIT #: 4758

FILE #: A/15/P/01

### PERMIT

IN ACCORDANCE WITH SECTION 3 OF REGULATION 162/06, PERMISSION HAS BEEN GRANTED TO:

Owner's Name: Mark Reid

Phone: [REDACTED]

Mailing Address: 7827 Wellington Road 36, Puslinch ON L0P 1J0

Agent/Contractor: 1772853 Ont. Inc. (CleanFillSite.com)

Phone: 416-565-9245

5808 Corner Crescent, Mississauga ON L5M 5R5

Property Location: 7827 Wellington Road 36

In the (City, Town, Township) of: Puslinch

(Region/County) of: Wellington

**This permit is for the purpose of** Proposed placement and grading of clean fill between 30 and 120 metres of the Badenoch-Moffat Wetland Complex, a Provincially Significant Wetland (PSW) within the Bronte Creek watershed.

**This permit is issued on this** 2<sup>nd</sup> day of February, 2015 **Expires:** 2<sup>nd</sup> day of February, 2017

And is subject to the following conditions:

1. That the work to be carried out in accordance with plans submitted on January 15<sup>th</sup>, 2015

and stamped APPROVED by: Charles Priddle, Coordinator, Regulations Program

2. see reverse

3. **Conservation Halton is to be notified of the date of the commencement of construction. This permit (including drawings stamped approved by Conservation Halton) or a copy thereof, must be posted on the site and be available for inspection.**

Conservation Halton may, at any time, withdraw any permission given under this regulation if, in the opinion of the Conservation Authority, the conditions of the permit are not complied with.

Authorized representatives of Conservation Halton may, at any time, enter lands and buildings, to make any surveys, examinations, investigations, and inspections to ensure that the works authorized by this Permit are being carried out in accordance with the terms of this Permit.

This permit does not preclude any approvals required by any other existing law and regulations.

Authorized by: Barbara Veale on the 4<sup>th</sup> day of February 2015.  
Barbara Veale, Manager, Planning and Regulation Services

1) WHITE: APPLICANT ORIGINAL COPY 2) GREEN: REGULATION OFFICER COPY  
3) YELLOW: MUNICIPALITY COPY 4) GOLD: FILE COPY

2.

- a) That disturbed areas be stabilized immediately following the completion of construction to the satisfaction of Conservation Halton;
- b) That effective sediment and erosion control measures be installed prior to starting work, maintained during construction and fully removed once all disturbed areas have been stabilized. That site conditions be monitored and that the sediment and erosion control measures be modified if site conditions warrant it; and
- c) That excess fill (soil or otherwise) generated from the proposed works shall not be stockpiled or disposed of within any area regulated by Conservation Halton, pursuant to Ontario Regulation 162/06.

## Attachment C

Report PD-2015-003

With respect to Report PD-2015-003 on page 2 it says "In accordance with the provisions of Bylaw 31/12, all requirements have been met and reviews completed by the township's consultants and outside agencies including GM Blue Plan, Harden Environmental, GWS, Halton Conservation, County of Wellington Roads and Planning". I disagree with that statement for the following reasons.

1. On page 13 of report PD 2015-003 under "Truck Haul Route" it refers to a map as described in Schedule "B". Referring to Schedule "B", page 9, column 1, row 4 it says NA.
2. On page 3 of bylaw 31/12 under "Application Requirements" section 3, subsection 3 it says "a control plan" is a requirement and referring to Schedule "B" on page 9, column 1, row 3, it says NA.
3. Also under "Application Requirement", section 3, subsection 7) are the following:
  - a. An Archaeological Report. In 1985 the ROM did an archaeological excavation on my property unearthing several artifacts dating to the Woodland period. A report was issued by the ROM.
  - b. Chemical groundwater analysis. Without background data ie before the fill project begins, any contamination going forward could be disputed. Background data should be established for the following, heavy metals; mercury, lead, selenium, cadmium, thorium, beryllium and arsenic, and organic carcinogens such as dioxins and PAH's (poly aromatic hydrocarbons).
  - c. A Noise Study. This fill operation will deploy the use of heavy equipment, thus generating noise and impacting adjacent property owners right to "quiet enjoyment" of their property.  
and under subsection 9),  
"Proof from an accredited laboratory that any fill being imported to the fill site complies with the clean fill parameters as set out in Table 1 of Ontario Regulation 153/04 as amended.
4. On page 4 of bylaw 31/12, section 5.1:
  - a. Subsection 17), a list of equipment and machinery being used during the site alteration process including expected days and hours of operation.
  - b. Subsection 23), an operations manual.

In summary, this report should not be approved for the reasons noted above (and I've only touched on a few) and only approved when ALL of the requirements of bylaw 31/12 have been fulfilled. Also, I am asking council tonight, to pass a motion placing a six month moratorium on accepting any "Site Alteration Permits" for lands designated as an Agricultural Zone in section 5.

## PROPOSED AMENDMENTS TO BY-LAW 31/12

1. No lands may be leased, bought or sold, or conveyed by any means for the purpose of:
  - a) creating a commercial dump site,
  - b) a fill operation of any size.
2. Where greater than 1000 cubic meters of fill is to be dumped, the township will:
  - a) hold a public meeting,
  - b) notify, in writing, all residents and landowners within a one mile radius of the proposed dump site,
  - c) notify, in writing, all residents living on the proposed truck haul route,
  - d) conduct with counsel an on site review of the proposed fill plan.
3. No fill of any amount will be dumped in a designated Agricultural Zone as defined in Section 5 unless it is native to and originates within the township.
4. The township may permit fill to originate from outside the township when it is destined for use on lands designated as an Industrial Zone as defined in Section 5 provided that:
  - a) any remuneration or any other form of consideration that would be paid to the landowner either directly or indirectly, be forfeited to the townships Parks and Recreation budget.
5. Notwithstanding anything else contained in this bylaw except for (4) above, no person shall operate a commercial fill operation within the township.
6. No person shall cause, permit or perform a fill operation of any size on any lands that were previously used as a pit or quarry whether licensed or otherwise.

## Attachment C

**From:** dave hamilton

**Date:** January 21, 2015 at 9:06:11 AM EST

**To: Subject: Puslinch-excessive fill dumping**

To the residents of Puslinch

It has come to our attention that another fill dumping site has commenced here on Wellington Rd 36 just west of the 11th concession.

According to the plan before council this is to dump approximately 70000 metric tonnes of fill. Roughly calculated at 10m<sup>3</sup> per truck this equates to approx 7000 truck loads.

This project has been given the go ahead by Conservation Halton and the work has commenced before any council approval.

Our Concerns,

- 1) where is this fill coming from? And is every load being tested for potential contaminants?
- 2) what is the logical and practical purpose of this fill being dumped?
- 3) what is the ongoing accountability of the parties involved? ie; landowner/broker/contractor if local water and precious significant wetlands become affected
- 4) What environmental impact studies have been done (if any?) and by whom?
- 5) who is responsible for the post road condition and repair?
- 6) if permits are issued, for what period?
- 7) the proximity of the entrance is just over the crest of a blind hill, has there been traffic studies in the interest of Public safety? Has the OPP and MTO done this? The route for truck traffic proposed is south off the 401 to Wellington rd 36 (lights in Morriston) east 5km to dump site)
- 8) can this property be restored to agricultural rural land for farm use as it is currently zoned?
- 9) if approved, what measure would be put in place to stop the brokers and or contractors from buying farms in the township for the purpose of dumping fill? Instead of paying landowners to dump fill?
- 10) is the current bylaw designed to stop or curtail operations of fill dump sites within our township?

We recognize and appreciate the need for fill in the township from time to time, and also don't wish for anyone to not be able to enjoy the use of their property however, this appears to be only for financial gain. This area involved appears only to be a couple of acres on the plan with the topographical change in excess of 5m.

This note is to inform the residents of Puslinch that this is a precedent setting issue within our township and time is running out very quickly to voice your concerns to council before approval.

This has been an ongoing issue for landowners in the Uxbridge area, and the town of Erin is currently embattled in this now. The GTA is out of fill sites and this will be happening more and more in neighbouring townships in the future and although it's not happening in your front yard now, it soon will be!

Dave Hamilton  
Puslinch resident

Pease address your concerns to council ASAP as this is going before council very very soon!!

# **Reid Property Clean Fill Project**

## **Control Plan**

**February 13, 2015**

**Prepared by:**

**Maat Environmental Engineering Corp.  
1273 North Service Rd E, Unit F2  
Oakville ON, L6H 1A7  
info@maatenv.com**



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## **1.0 Introduction**

This document will serve as the Control Plan that will be followed during the filling of the Reid Property Located at Part Lot 31, Concession 10, Township of Puslinch with clean fill. The purpose of the Plan is to ensure that no material is placed on the property that has the potential to harm the environment and to ensure that there is minimal disruption to the surrounding community. In addition, this Plan is also designed to ensure that the property will be suitable for use by the property owner for agricultural purposes, post filling. The property is owned by Marc and Andrea Reid who operate a farm on the property. This Plan will ensure that the facility is operated in accordance with the Township of Puslinch requirements and will ensure that the operation follows current best management practices.

Marc and Andrea Reid will retain a Qualified Person that meets the requirements set out in O Reg 153/04 to provide professional environmental engineering oversight of the project. Currently Derek J. Maat M.A.Sc., P.Eng. has been retained as the Qualified Person for the Project.

## **2.0 Permit Compliance**

The Reid Property Clean Fill Project will comply with the Corporation of the Township of Puslinch Site Alteration By-Law # 31/12.

## **3.0 Reid Property**

The site is located at Part Lot 31, Concession 10, Township of Puslinch, Ontario. The site is located on Wellington Road No. 36 in Puslinch, just north of Hiway 401 between Concession 11 and Watson Road South. The property is currently used for agricultural purposes. The clean fill operation will increase the agricultural efficiency of the property.

## **4.0 Groundwater Monitoring Program**

Three (3) ground water monitoring wells will be constructed to monitor the impact of the filling operation on local groundwater quality. The wells will be constructed such that the well screens intersect the top of the shallow groundwater table.

The onsite groundwater monitoring wells will initially be sampled quarterly to confirm that the site groundwater is not impacted by the filling of the site. The first ground water sampling event will occur just prior to the start of the fill operation. The monitoring frequency may be reduced on a well by well basis to an annual schedule if no impact is observed above applicable standards to the wells for three consecutive quarters. Monitoring of wells will continue for two years following closure of filling operations. All sampling will be overseen by a Qualified Person and will comply with Ontario Reg. 153 as amended. Following the last sampling event, all groundwater monitoring wells will be decommissioned as per Ontario Reg. 903.

The placement of the fill will be done in such a way that there will be no pooling of water on site at any time and the current natural overland flow of surface water will not be altered. No fill will be placed within a 30 m buffer of the existing wetland, as per the wetland boundaries delineated by the Conservation Authority.

## **5.0 Clean Fill Acceptance Standards**

Only clean topsoil or clean subgrade material will be accepted at the property. All soils will be free of garbage and foreign debris. No construction or demolition waste will be received at the site. At a minimum, the top 0.4 m of fill placed at the site will consist of clean topsoil, suitable for the growing of crops.

All clean fill that is received at the site will comply with Table 1 soil standards in the "Soil, Ground Water and Sediment Standards for Use Under Part XV.1 of the Environmental Protection Act" as included in Ontario Regulation 153/04 as amended (Referred to hereafter as Table 1). Where the concentration of elements or compounds in clean fill requiring disposal naturally exceeds Table 1 standards, a qualified professional must issue a certificate indicating that the material is not likely a source of contamination before the clean fill can be received at the site. A copy of the certificate from the qualified professional and laboratory sample results is to be provided to the Township of Puslinch for review, prior to placement of the fill which naturally exceeds Table 1 Standards.

## **6.0 Procedure for Screening Proposed Clean Fill Sources for Approval**

The following procedure will be used to screen proposed clean fill sources.

1. Each potential clean fill source site will be required to provide one or more of the following documents in order to be deemed a viable source site:
  - a. A Phase I ESA and/or Phase II ESA indicating that the soil at the source site meets the Clean Fill Acceptance Standards identified in Section 5.
  - b. A signed letter by a Qualified Person (Q.P.) along with supporting documents confirming that all soil designated for disposal from the source site meet the Clean Fill Acceptance Standards identified in Section 5.
  - c. A Record of Site Condition from the source site indicating that the soil meets the Clean Fill Acceptance Standards identified in Section 5.
2. A Qualified Person (Q.P.) retained by Reid Property Clean Fill Project will review the documents provided by the source site. If the documents from the source site are not stamped by a third party Q.P. and/or in the opinion of the Q.P. retained by Reid, do not adequately characterize the soil, the Q.P. retained by Reid will conduct a site visit to the source site to sample and assess the soil. The number of samples obtained will be based on the volume of soil to be removed from the source site. The Reid Q.P. will consult with the Township Peer Reviewer when determining the number of samples. Following the review of the third party Q.P. source documents and/or the additional

sampling results, the Reid Q.P. will provide a recommendation regarding whether or not the site should be approved as a source site.

3. If the source site is recommended for approval by the Q.P., the clean fill will be accepted.

The following procedure will be used to audit the clean fill that is dumped at the site.

1. On a quarterly basis, the Q.P. will obtain a minimum of one audit sample for every 1000 loads of soil received.
2. Audit sampling results will be kept on file and submitted to the municipality on a quarterly basis.
3. Any time an audit soil sample is found to exceed the clean fill acceptance standards for the site, the Town will be notified and the source site responsible for the soil will be notified. The source site will be identified by cross referencing the grid location and soil type of the audit sample with load locations and soil types recorded at the time of dumping. The Q.P. will delineate the substandard soil through additional sampling and the substandard soil will be excavated and returned to the source site.

## **7.0 Ticket Process for Tracking Loads of Clean Fill**

The following ticketing procedure will be used to track individual loads of clean fill.

1. Each approved clean fill source site will be sold truck tickets equal to the estimated amount of clean fill at the source site.
2. Each ticket will be numbered according to coding system that identifies the specific source site, the contractor, the date of the haul and the associated environmental reports.
3. Trucks that do not have a previously issued ticket will not be permitted to dump their load at the site.
4. Each truck load that is dumped will be visually inspected. If the load is deemed to contain unacceptable material it will be reloaded and trucked offsite.
5. The general location of each load that is dumped will be recorded according to a location grid system that will be developed for the site.
6. The ticket information will be maintained in a database and will be available for review at any time by the Township of Puslinch.

## **8.0 Site Controls**

### **8.1 Truck Traffic Control**

The site entrance will be constructed to comply with Township of Puslinch requirements. A gate will be maintained at the entrance and will be closed during non-operating hours to prevent unauthorized

vehicular traffic on the site. Trucks will be required to present their ticket to a ticket agent that will be located a minimum distance 100 m inside the gate to prevent queuing of truck traffic on Wellington County Road 36. The ticket agent will receive the truck ticket and keep a record of its information.

All trucks leaving the site will be required to travel over two separate “rumble strips” each of a minimum distance of 30 m consisting of gabion stone in excess of 100 mm diameter. The rumble strips will be designed to remove any mud/soil from the truck tires and to prevent any mud or dust from being deposited on the street. The street by the entrance to the site will be carefully monitored to ensure it does not become impacted with mud/dust. If impact is noted, the mud dust will be immediately removed by the operator.

## **8.2 Sedimentation and Erosion Control**

Erosion and sedimentation control fencing (silt fence) will be placed at all site boundaries where natural and/or constructed topography would direct surface water flow off of the site as per the attached Grading Plan. The silt fence shall be heavy-duty as per OPDS 219.130. The erosion and sedimentation control measures will comply with the Site Sedimentation and Erosion Control features as shown on the Site Plan. The site will be inspected daily by the operator and monthly by the Q.P. to ensure that all silt fencing and other required sedimentation and erosion control measures are in good and working condition. The site will be operated such that the placing of the fill will not result in:

- soil erosion
- blockage of a swale, ditch, drainage course or watercourse,
- siltation in a swale, ditch, drainage course or watercourse
- pollution of a swale, ditch, drainage course or watercourse,
- flooding or ponding of abutting lands,
- flooding or ponding caused by a swale, ditch drainage course or watercourse overflowing its banks.

Dust control will be provided on an as required basis through the use of a water truck.

## **9.0 Operating Hours**

Under normal operating conditions the site will be open to receive clean fill from 7:00 am to 7:00 pm Monday to Friday and from 7:00 am to 1:00 pm Saturdays, excluding holidays.

## **10.0 Site Closure and Restoration**

Upon completion of filling operations at the site, the entire site will be covered with 0.4 m of topsoil. The final grade of the site is presented in the Site Plan. The site will be graded such that it is suitable for agricultural purposes. At site closure, all land at the site will either be farmed or will be seeded. Seed mix

will consist of grass and wildflower varieties native to the area. Grasses should comprise no more than 30% of the mixture. Care will be taken to ensure that no invasive species are included in the seed mix.

This Plan has been prepared by:

Maat Environmental Engineering Corp.  
1273 North Service Rd. E., Unit F2  
Oakville, ON L6H 1A7



Feb 15, 2015

Derek J. Maat MASc., P.Eng. Q.P.  
Senior Environmental Engineer

# Attachment E

(Complete and insert Document General Page as Page 1)

## TOWNSHIP OF PUSLINCH SITE ALTERATION AGREEMENT

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF PUSLINCH  
- and -  
MARC REID AND ANDREA REID

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**TOWNSHIP OF PUSLINCH  
SITE ALTERATION AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, pursuant to Section 142 of the Municipal Act, S.O. 2001, 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 -

**MARC REID AND ANDREA REID**  
(hereinafter called the "Owner")

PARTY OF THE SECOND PART

**W H E R E A S:**

- A. The Owner of the property described in Schedule "A" to this Agreement which is the subject matter of an application for Site Alteration Approval pursuant to section 5.2 of the Township by-Law Number 31/12;
- B. The Township requires that the Owner enter into a written agreement to identify approved plans, drawings and specifications and to require that the property be graded 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 Owner'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 Owner in making application for site alteration 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, technical reports, studies monitoring programs and final site restoration. The plan(s) and drawings and reports described in Schedule "B" [hereinafter called the "Approved Plan(s)"] shall be deemed to have been approved by the Township upon execution of this Agreement.

2.2 Filing of plan(s)

Five (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 alteration 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.



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

The Owner covenants and agrees that all 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 Owner'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 Site Alteration By-Law and shall issue a stop work order until such breach is rectified. The Owner 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 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 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 11.1 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 the registered Owner of the Land.

**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 Owner 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 Owner on municipally or publicly-owned lands and further guaranteeing the workmanship and materials of all such works and matters. The 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 Owner 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 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 Owner 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 Owner 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 Owner agrees to pay to the Township all reasonable costs incurred by the Township in connection with the undertaking to alter 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 Owner's agreement to indemnify

The Owner 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 Owner 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 Owner, its servants, agents or contractors on lands owned by the Township, or the County of Wellington, the Owner shall supply the Township or the County of Wellington 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 Owner, 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 site alteration permit is not issued and re-grading has not 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 Owner which revisions shall be accepted and implemented by the Owner.

### 8.2 Phasing of Site Alteration Works

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

## **ARTICLE 9 - MAINTENANCE OBLIGATIONS**

### 9.1 General covenant to maintain and repair

The Owner agrees that all of the facilities, works and features illustrated on the Approved Plan(s) shall be maintained and kept in good repair at the Owner's sole risk and expense and to the satisfaction of the Township. In the event that the Township gives written notice to the Owner or the of the Lands that maintenance or repair of any matter required to be provided by this Agreement is to be undertaken, and if the 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 11.1 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 the registered Owner of the Land.

### 9.2 Specific maintenance obligations

The Owner 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 "B", if applicable, in good condition and repair;
- (b) that it shall ensure that all required environmental control and or monitoring devices identified on the Approved Plan(s) are properly maintained and protected from damages at all times.

In the event that the Owner of the Lands, is in breach of any of the covenants in this Article then the provisions of Article 11.2 hereof shall apply.

**ARTICLE 10 - REGISTRATION OF AGREEMENT****10.1 Registration prior to permit issuance**

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

**ARTICLE 11 - GENERAL PROVISIONS****11.1 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:

Owner: Marc Reid and Andrea Reid  
7827 Wellington Road 36  
Moffat, ON L0P 1J0

Township: The Corporation of the Township of Puslinch  
7404 Wellington Road 34  
RR 3  
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.

**11.2 Township costs recoverable like taxes**

Notwithstanding any other remedy available to the Township, the Owner 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.

**11.3 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 Owner or with any term, covenant, condition or agreement herein contained, or any indulgence granted by the Township to the Owner shall not be deemed to be a waiver of any subsequent default or breach by the Owner, nor entitle the Owner to any similar indulgence heretofore granted.

**11.4 Covenants as restrictive covenants**

So far as may be, the covenants of the Owner 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 Owner, its heirs, executors, administrators, successors and assigns as Owner and occupier of the said land from time to time.

**11.5 No permit if money owed to Township**

The Owner 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 Owner shall ensure that all taxes owing by him to the municipality on all other properties owned by the Owner elsewhere in the Township and any other accounts owing by him to the Township are also paid up to date. No site alteration permit will be issued with respect to the Lands until this Article has been complied with.

**11.6 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.

**11.7 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.

**11.8 No assignment without consent**

The Owner 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.

11.9 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.

11.10 Owner's acceptance of agreement

The Owner 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 Owner in any such proceedings.

11.11 Enurement

This Agreement shall enure to the benefit of and be binding upon the parties hereto, and their respective 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:

per:

\_\_\_\_\_  
Marc Reid

per:

\_\_\_\_\_  
Andrea Reid

**SCHEDULE "A"****DESCRIPTION OF LANDS**

Part of Lot 31, Concession 10 Township of Puslinch, County of Wellington,

### DESCRIPTION OF APPROVED PLANS

[illegible]

## **SCHEDULE "C"**

### **ADDITIONAL REQUIREMENTS (in addition to matters shown on Approved Plan(s))**

#### **INSPECTIONS**

Every Permit Holder shall ensure that a request is made to the Chief Building Official by the Permit Holder or his/her authorized agent to make inspections at the commencement and completion of the work that is the subject of the Permit, and to make any such further inspection(s) as may be required by the Chief Building Official.

#### **TERM OF PERMIT AND PERMIT RENEWAL**

Any Permit issued pursuant to this agreement shall be valid for a period of one year from the date of issuance unless revoked in accordance with this agreement.

A Permit which has expired may be renewed by the Chief Building Official within a six month period from the date of expiry upon the making of a written request to the Chief Building Official accompanied by a payment of one-half of the original Permit fee, provided that the proposed work which was the subject of the Permit, has not been revised. A permit that has been renewed in accordance with this section shall not be renewed again.

#### **TRANSFER OF SITE**

If registered ownership of the Site for which a Permit has been issued is transferred while the Permit remains in effect and outstanding, the new Owner shall, prior to the closing of the transfer;

1. provide the Township with its written undertaking to comply with all of the conditions under which the Permit was issued; and
2. provide security in a form and amount acceptable to the Chief Building Official, at which time any security previously provided by the original Permit Holder shall be released;
3. and failing which the Permit shall be deemed to be cancelled as of the date of the transfer.

#### **REGULATIONS**

In addition to the other requirements of this agreement, no Person shall Place or Dump, or cause or permit the Placing or Dumping of Fill on, or alter or cause or permit the Alteration of the Grade of, or remove or cause or permit the removing of any Topsoil from any land in the Township of Puslinch, including any lands which are submerged under any watercourse or other body of water unless:

1. it is done with the consent of the Owner of the Site where the Fill is to be Placed or Dumped, the Grade altered or the Topsoil removed;
2. all Fill to be used includes only Soil, stone, sod or other material acceptable to the Chief Building Official and that such material is clean and free of any glass, plastics, rubber, metals, liquid, garbage and/or contaminants;
3. the Drainage system for the Site is provided in accordance any Permit issued hereunder and as otherwise required by law, and in accordance with proper engineering standards and practices and will not result Erosion, blockage, siltation or contamination of a water course, flooding or Ponding;
4. the Fill is Placed or Dumped, any Retaining Wall containing such Fill is erected, the Grade is altered, or the Topsoil is removed, in such a manner that no flooding, Ponding, or other adverse effects are caused on other lands.

Every Person to whom a Permit is issued pursuant to this by-law shall, in addition to any conditions of the Permit;

1. provide a Retaining Wall where required by the Chief Building Official which does not encroach upon abutting lands, either above or below Existing Grade, and such Retaining Wall shall be constructed to the satisfaction of the Chief Building Official and comply with



- the requirements of the Ontario Building Code.
2. ensure that the Finished Grade surface is protected by sod, turf, seeding for grass, Vegetation, asphalt, concrete or other similar means, or combination thereof;
  3. ensure that Fill shall not be Placed or Dumped around the perimeter of any existing building in contravention of the requirements of the Ontario Building Code;
  4. ensure that no trench in which piping is laid forming part of the Drainage system shall be covered and backfilled until the work has been inspected and approved by the Chief Building Official.
  5. provide such protection for trees as may be required by the Chief Building Official;
  6. provide siltation control measures as may be required by the Chief Building Official;
  7. ensure that the work that is the subject of the Permit does not soil or otherwise foul any municipal roads. In the event that this occurs, the Person to whom the Permit was issued shall, in accordance with the Township's by-law to prohibit the obstructing, encumbering, injuring or fouling of highways and bridges, as amended from time to time, ensure that the road(s) affected are cleaned to the satisfaction of the Township Road Superintendent.
  8. ensure that all conditions of the Permit issued pursuant to this by-law and any requirements of this by-law are fulfilled to the satisfaction of the Chief Building Official;
  9. ensure the work that is the subject of the Permit does not occur in areas regulated by a Conservation Authority or approval agency without written approval of the respective regulatory agency, and in the event this occurs, ensure that the affected areas are restored to the satisfaction of the Chief Building Official.

#### EXEMPTIONS

The provisions of this agreement do not apply to;

1. activities or matters undertaken by a municipality or a local board of a municipality;
2. the Placing or Dumping of Fill, removal of Topsoil or Alteration of the Grade of land imposed as a condition to the approval of a site plan, a plan of subdivision or a consent under section 41, 51, or 53, respectively, of the Planning Act or as a requirement of a site plan agreement or subdivision agreement entered into under those sections;
3. the Placing or Dumping of Fills, removal of Topsoil or Alteration of the Grade of land imposed as a condition to a development permit authorized by regulation made under section 70.2 of the Planning Act or as a requirement of an agreement entered into under that regulation;
4. the Placing or Dumping of Fill, removal of Topsoil or Alteration of the Grade of land undertaken by a transmitter or distributor, as those terms are defined in section 2 of the Electricity Act, 1998, for the purpose of constructing and maintaining a transmission system or a distribution system, as those terms are defined in that section;
5. the Placing or Dumping of Fill, removal of Topsoil or Alteration of the Grade of land undertaken on land described in a licence for a pit or quarry or a permit for a wayside pit or wayside quarry issued under the Aggregate Resources Act;
6. the Placing or Dumping of Fill, removal of Topsoil or Alteration of the Grade of land undertaken on land in order to lawfully establish and operate or enlarge any pit or quarry on land,
  - a. that has not been designated under the Aggregate Resources Act or a predecessor of that Act, and
  - b. on which a pit or quarry is a permitted land use under a by-law passed under section 34 of the Planning Act;
7. the Placing or Dumping of Fill, removal of Topsoil or Alteration of the Grade of land undertaken as an incidental part of drain construction under the Drainage Act or the Tile Drainage Act, 2001;
8. topdressing of lawns with Topsoil provided the ground elevation of the lands is not increased by more than two hundred (200) millimeters;
9. cultivation or tilling of garden beds so long as such work does not have an adverse effect on existing Drainage patterns on neighbouring properties;
10. excavation of Soil involving an area of less than nine square metres and a depth of less than 0.5 meters having no significant impact on trees, ground cover, Vegetation, watercourses, or storm water swales and not altering or creating a slope at greater than 8%;
11. minor landscaping works which are at least 0.3 metres from any property line and do not impact Drainage patterns on neighbouring properties; and

12. the removal of Topsoil as an incidental part of a normal agricultural practice, including such removal as an incidental part of sod-farming, greenhouse operations and nurseries for horticultural products, provided however that this provision shall not exempt from the by-law the removal of Topsoil for sale, exchange or other disposition.

If a regulation is made under section 28 of the Conservation Authorities Act respecting the Placing or Dumping of Fill, removal of Topsoil or Alteration of the Grade of land in any area of the Township, this by-law is of no effect in respect of that area.

#### **CEASE AND DESIST ORDER**

Where an Owner or any other Person is in contravention of the agreement, the Chief Building Official or an Officer may make an Order directing that the Owner or such Person cease any or all of the work immediately.

#### **WORK ORDER**

Where a Permit has been issued and an Owner or Permit Holder is in contravention of this agreement, the Chief Building Official or an Officer may issue a Work Order directing the Owner or Permit Holder, within the time set out in the Order, to take such steps as are necessary so that the work which was the subject of the Permit is completed in accordance with the approved Permit, plans, documents and other information upon which the Permit was issued.

#### **ORDER FOR REMOVAL**

Where a Permit has not been issued and any Person is in contravention of this agreement, the Chief Building Official or an Officer may issue an Order for Removal requiring the Person to restore the property to a condition it was prior to commencement of such work, to the satisfaction of the Chief Building Official, within the time set out in the Order.

#### **COMPLIANCE WITH ORDERS**

Any Person to whom a Cease and Desist Order, a Work Order or an Order for Removal is issued pursuant to this agreement shall comply with the terms of such Order, within the time set out therein.

Where an Owner of land to whom a Work Order is issued fails to perform the work required by the Order, the Township, in addition to any other remedy, may perform such work at the Owner's expense and may recover the cost incurred by adding the costs to the tax roll and collecting them in the same manner as property taxes.

#### **ENFORCEMENT**

The administration and enforcement of this agreement, shall be performed by the Chief Building Official and by those Persons designated as By-Law Officers of the Township, as may be amended from time to time.

1. The Chief Building Official and Officers may, at any reasonable time, enter and inspect any land to determine whether this agreement, a Cease and Desist Order, a Work Order or an Order for Removal, a condition to a Permit issued pursuant to this agreement, or a Court Order relating to this agreement is being complied with.
2. For purposes of an inspection under (1), the Chief Building Official and Officer may;
  - a. require the production for inspection of documents or things relevant to the inspection;
  - b. inspection and remove documents or things relevant to the inspection for the purpose of making copies or extracts;
  - c. require information from any Person concerning a matter related to the inspection; and
  - d. alone or in conjunction with a Person possessing special or expert knowledge, make examinations or take tests, samples or photographs necessary for the purpose of the inspection.
3. No Person shall obstruct the Chief Building Official or an Officer in carrying out an

- inspection or exercising his or her powers or duties under this by-law.
4. No Person shall fail to produce any information required by the Chief Building Official or an Officer pursuant to clause 29(2) of this by-law.

#### **SERVICE**

Any service required to be given under this agreement is sufficiently given if delivered personally or sent by registered mail to the Owner at the last known address of the Owner of the land.

Where service is effected by registered mail, it shall be deemed to be made on the fifth (5) day after the date of mailing.

#### **PERMIT CONDITIONS**

All Permit Holders shall:

1. Notify the Chief Building Official in writing within 48 hours of commencing any Land Disturbance;
2. Notify the Chief Building Official in writing of the completion of any control measures within fourteen (14) days after their installations;
3. Obtain permission in writing from the Chief Building Official prior to modifying the Control Plan;
4. Install all control measures as identified in the approved Control Plan;
5. Maintain all road Drainage systems, stormwater Drainage systems, control measures and other facilities identified in the Control Plan;
6. Repair any siltation or Erosion damage to adjoining surfaces and Drainage ways resulting from land developing or disturbing activities;
7. Inspect the construction control measures at least once per week and after each rainfall of at least 1 centimetre and make needed repairs;
8. Allow employees of the Township to enter the Site for the purpose of inspecting for compliance with the Control Plan or for performing any work necessary to bring the Site into compliance with the Control Plan; and
9. Maintain a copy of the Control Plan and Operational Procedures Manual on the Site.

The Township shall:

1. Upon the failure by the Permit Holder to complete all or part of the works in the time stipulated in the Control Plan, may draw the appropriate amount from the securities posted and use the funds to arrange for the completion of the said works, or any part thereof;
2. Upon the failure by the permit Holder to repair or maintain a specific part of the works as required by the Township, and in the time requested, the Township may at any time authorize the use of all or part of the securities to pay the cost of any part of the works it may in its absolute discretion deem necessary; or
3. In the case of emergency repairs or clean-up, the Township may undertake the necessary works at the expense of the Permit Holder and reimburse itself out of securities posted by the applicant or to add to the cost of the works to the real property tax roll to be collected in like manner as taxes.

#### **TRUCK HAUL ROUTE**

The truck haul route shall at all times be restricted as illustrated on the 'Truck Route Map' as described in Schedule "B". The truck haul route shall not be modified without prior approval from the Township. Additional security for the protection of Township roads may apply if changes from the route presented herein are requested.

#### **ENVIRONMENTAL CONTROL PROGRAM**

The Owner is responsible to verify the type and quality of fill material to be imported to the site. All fill material must comply with the parameters as set out in Ontario Regulation 153/04, as amended, and Table 1 of the "Soil, Groundwater and Sediment Standards for Use under Part XV.1 of the Environmental Protection Act". Where the concentration of elements or compounds naturally exceed Table 1 standards, the applicant must obtain a certificate from a qualified professional attesting that

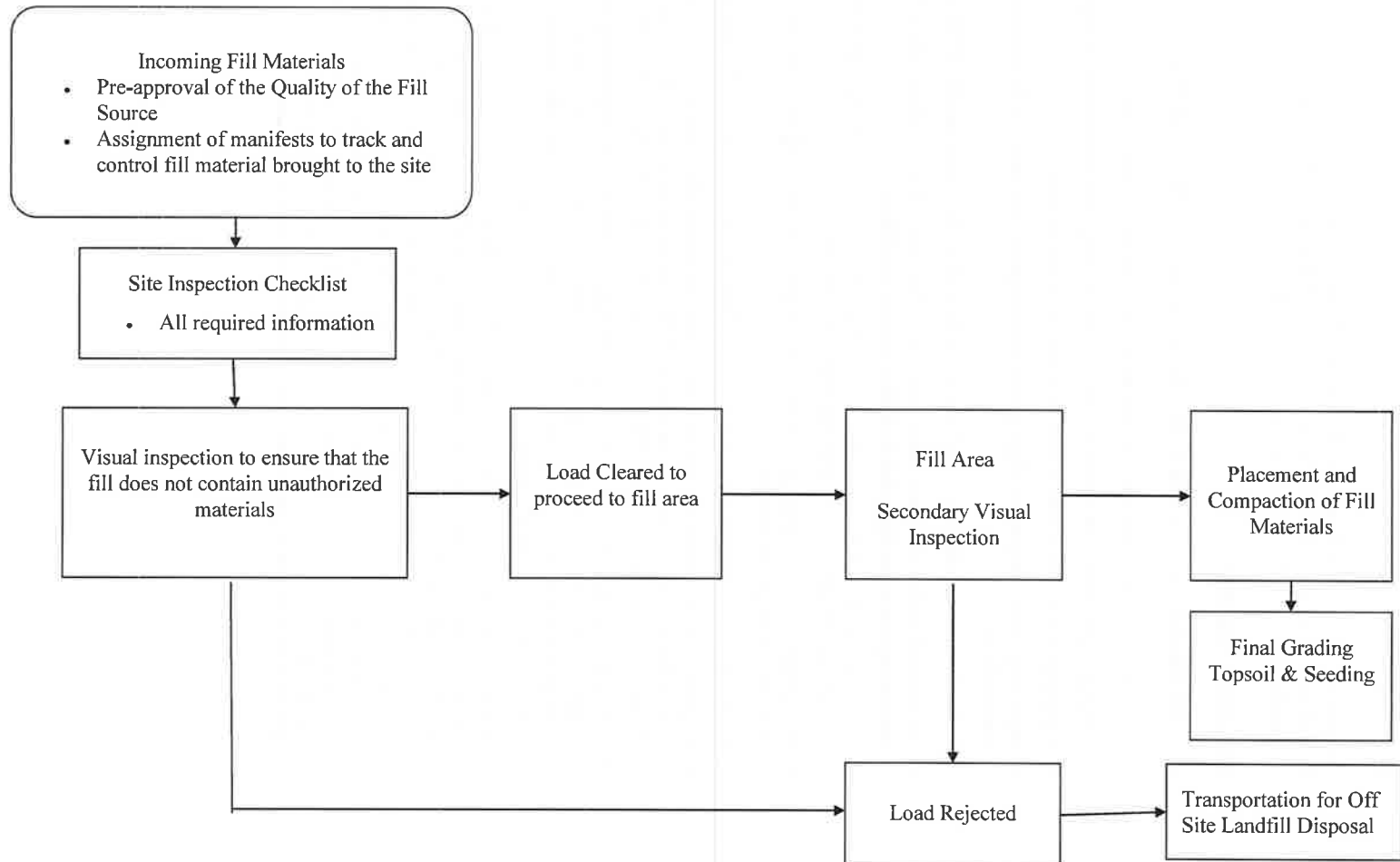
the fill material is not or will not likely to be a source of contamination. The intent of this quality control is to prevent the importation of material that is of lower chemical quality standard than on-site material.

Laboratory analysis of soil samples should include metals and inorganics (including Sodium Absorption Ratio (SAR), Electrical Conductivity (EC)), Petroleum Hydrocarbons (PHCs -F1-F4 and BTEX) and Polycyclic Aromatic Hydrocarbons (PAHs).

### **Operational Standards**

The following criteria are standards for the maintenance and operation of the fill area:

1. Site personnel will receive specialized training for their specific work tasks.
2. The placement of clean fill material at the site will be adequately and continually supervised.
3. Clean material will be placed in an orderly manner at the fill area.
4. Procedures will be established, signs posted, and safeguards maintained for the prevention of on-site accidents.
5. Vehicular access to the property will be by roadway closed by a gate capable of being locked.
6. Access roads and on-site roads will be provided so that vehicles hauling clean material to and on the site may travel readily under all normal weather conditions.
7. Access to the site will be limited to times when an attendant is on duty and accessible only to persons authorized to deposit clean material at the fill area.
8. Drainage passing over or through the site will not adversely affect adjoining property. Natural drainage will not be obstructed.
9. Clean fill material will be placed in such manner that groundwater aquifers will not be impaired.
10. If groundwater contamination not consistent with the Reasonable Use Criteria as described in Ontario Ministry of the Environment Policy 19-08 is encountered, action will be taken to isolate the source of contamination and effectively prevent the egress of contaminants from the Site.
11. Where there is a possibility of groundwater pollution resulting from the operation of the fill area, samples will be taken and tests made by the owner of the site to measure the extent of contamination and, if necessary, measures will be taken for the collection and treatment of contaminants and for the prevention of groundwater pollution.
12. When the fill area has reached its limit of fill, a final cover of soil will be designed and constructed to a grade capable of supporting vegetation and that minimizes erosion. All slopes will be designed to drain runoff away from the cover and to prevent water from ponding. No standing water will be allowed anywhere in or on the completed fill area. The fill area will then be seeded with vegetation to minimize wind and water erosion. The vegetation used will be compatible with (i.e., grow and survive under) the local climatic conditions and may include a diverse mix of native and introduced species consistent with the post closure land use. However, highly invasive alien plants are not acceptable for planting on fill sites. Temporary erosion control measures will be undertaken while vegetation is being established.

**ENVIRONMENTAL CONTROL PROGRAM****OPERATIONAL FLOWCHART**

## ENVIRONMENTAL CONTROL PROGRAM

### Fill Screening Procedures

The initial inspection of the truck and its load of clean fill will include a review of the chain of custody provided by the transporter and a visual inspection of the fill for signs of contamination. If, at any point during the visual inspection there is evidence that the fill may be contaminated it will be rejected.

The attached Fill Inspection Checklist will be used to record and document the chain of custody and all initial and secondary inspections.

The first procedure for the site inspector will be to record the load number, truck number, the name of the company hauling the fill, the driver's name and ensure that the transporter provides a chain of custody (refer to check list). The chain of custody will include a record for the fill being delivered, from its place of origin to the site.

The chain of custody will include information concerning the clean fill, the transport of the clean fill, and the truck itself. Information pertaining to the clean fill should include: place of origin; soil constituents; proof that the fill is clean; and copies of analyses to provide evidence that the soil is not contaminated. Records pertaining to the transport should include: a list of all drivers involved in the haulage of the clean fill from its place of origin to the Site; documentation of all stops made from the place of origin to the Site; documentation that ensures the truck is at the proper location. Records of transport cleaning and sanitation procedures for the truck and loading equipment should also be provided upon request to ensure that the fill has not been contaminated by previously transported materials.

An initial visual inspection of the clean fill will occur while the fill is still in the truck and, if the fill is deemed satisfactory, a secondary visual inspection will be performed when the fill is being dumped in the designated fill area. Both initial and secondary inspections will include a first-hand observation of the following:

- odours
- usual clumping
- hazardous materials (biomedical, flammable etc.)
- food, household waste
- discoloration
- viscosity (liquids and sludge)
- putrescible wastes
- any other unauthorized materials

Initial and secondary inspections will include the raking and probing of the fill in order to agitate the soil and bring underlying soil to the surface so that an accurate representation of the soil may be inspected.

If there is evidence that the soil may be contaminated the site inspector will reject the load.

When either the initial or secondary inspections provide evidence that the soil is not clean the truckload will be refused and directed to the appropriate licensed waste disposal facility. The site supervisor will document what was found, why the load was refused and to which facility the load was directed.

**ENVIRONMENTAL CONTROL PROGRAM****Fill Inspection Checklist**

|   |   |                               |  |
|---|---|-------------------------------|--|
| <u>Fill Site:</u>   |   | <u>Date:</u>                  | <u>Ticket No:</u>                        |
|   |   | <u>Time:</u>                  | <u>Inspected by:</u>                     |
| <u>Driver Information:</u><br>Company: _____<br>Truck No: _____<br>Driver's Name: _____ |   | <u>No. of Loads:</u>          | <u>Quantity:</u><br>m <sup>3</sup>       |
|   |   | ACCEPTED                      | REJECTED                                 |
| <u>Source Information:</u><br>Address: _____  |   | Report Provided<br>at Source: | Type of Fill:<br>(Check appropriate box) |
|   |   | YES NO                        | RESIDENTIAL                              |
|   |   |                               | INDUSTRIAL                               |
|   |   |                               | AGRICULTURAL                             |
| <u>Visual Inspection Report:</u>  |   | Load(s) Contains Clean Fill   |  |
| Primary Inspection  |   | YES                           | NO                                       |
| If "NO" complete the following:   |   |                               |  |
| Secondary Inspection  |   | YES                           | NO                                       |
| 1   | Odours                                      |                               |  |
| 2   | Unusual Discoloration                       |                               |  |
| 3   | Hazardous Materials (Biomedical, Flammable) |                               |  |
| 4   | Food/Domestic Waste                         |                               |  |
| 5   | Liquid or Sludge                            |                               |  |
| 6   | Construction Materials (Wood, Drywall etc.) |                               |  |
| 7   | Scrap Metals                                |                               |  |
| 8   | Vegetation (Stumps/Sod)                     |                               |  |
| 9   | Asphalt                                     |                               |  |
| 10  | Other (Describe)                            |                               |  |
| <u>Comments:</u>  |   |                               |  |



**ENVIRONMENTAL CONTROL PROGRAM****Groundwater Monitoring****Procedures for the Groundwater Monitoring Program**

To monitor the quality of groundwater migrating off-site a minimum of three monitor wells will be installed down gradient from the fill area as shown on the Site Grading Plan. Periodic analytical testing of the groundwater will be conducted to ensure that groundwater quality is not degraded as a result of the site alteration. Initial groundwater samples must be taken to establish the base line parameters of the existing groundwater quality before the filling operation.

The following is an outline of the items related to the groundwater monitoring program that are addressed in the Environmental Control Program:

The impacts of the seepage of leachate from the fill area will be assessed in a systematic fashion using the techniques described below.

Procedures for performing the groundwater assessment:

1. The concentration of constituents in the groundwater will be determined from laboratory analyses of groundwater samples collected down gradient from the fill area.
2. Acceptable groundwater assessment. The groundwater quality will be considered acceptable if the post site alteration groundwater quality is within 5% of the existing groundwater quality and there are no statistically increasing trends in chemical concentrations indicative of degrading water quality conditions.

**Design, Construction and Operation of Groundwater Monitoring Systems**

All fill areas, will be identified and studied through a network of monitoring wells operated during the active life of the fill area and for two years after closure. Monitoring wells designed and constructed as part of the monitoring network will be maintained along with records that include, but are not limited to, well location, well size, type of well, the design and construction practice used in its installation and well and screen depths.

a. Standards for the location of monitoring points:

1. Monitoring points will be established at sufficient locations down gradient with respect to groundwater flow to detect discharge of potential contaminants from within the fill area.
2. Monitoring wells will be located in stratigraphic horizons that could serve as contaminant migration pathways.
3. Monitoring wells will be established as close to the potential source of discharge as possible without interfering with the fill operations, and within half the distance from the edge of the potential source of discharge to property line down gradient, with respect to groundwater flow, from the source.
4. A minimum of at least three monitoring wells will be established at the property line and will be located down gradient from the fill area with respect to groundwater flow. Such well or wells will be used to monitor any statistically significant increase in the concentration of any constituent and will be used for determining compliance with applicable groundwater quality parameters.

b. Standards for monitoring well design and construction:

1. All monitoring wells will be cased in a manner that maintains the integrity of the borehole. The casing material will be inert so as not to affect the water sample. Well casings requiring a solvent-cement type coupling will not be used.

2. Wells will be screened to allow sampling only at the desired interval. Annular space between the borehole wall and well screen section will be packed with gravel or sand sized to avoid clogging by the material in the zone being monitored. The slot size of the screen will be designed to minimize clogging. Screens will be fabricated from material expected to be inert with respect to the constituents of the groundwater to be sampled.
  3. Annular space above the well screen section will be sealed with a relatively impermeable, expandable material such as a cement/bentonite grout, which does not react with or in any way affect the sample, in order to prevent contamination of samples and groundwater and avoid interconnections. The seal will extend to the highest known seasonal groundwater level.
  4. The annular space will be back-filled from an elevation below the frost line and mounded above the surface and sloped away from the casing so as to divert surface water away.
  5. The annular space between the upper and lower seals and in the unsaturated zone may be back-filled with uncontaminated cuttings.
  6. All wells will be covered with caps and equipped with devices to protect against tampering and damage.
  7. All wells will be developed to allow free entry of water to minimize turbidity of the sample and minimize clogging.
  8. Other sampling methods and well construction techniques may be utilized if they meet Provincial water well construction standards.
- c. Standards for Sample Collection and Analysis
1. The groundwater monitoring program will include consistent sampling and analysis procedures to assure that monitoring results can be relied upon to provide data representative of groundwater quality in the zone being monitored.
  2. The operator will utilize procedures and techniques to insure that collected samples are representative of the zone being monitored and that prevent cross contamination of samples from other monitoring wells or from other samples.
  3. The operator will establish a quality assurance quality control program for groundwater sample collection.
  4. The operator will institute a chain of custody procedure to prevent tampering and contamination of the collected samples prior to completion of analysis.

#### **Groundwater Monitoring Program**

- a. The operator will implement a monitoring program in accordance with the following requirements:
- I. Monitoring schedule and frequency:
    - A. The monitoring period will begin as soon as a fill permit is issued. Monitoring will continue for a minimum period of two years after closure. The operator will sample all monitoring points on a quarterly basis.
    - B. The monitoring frequency may change on a well by well basis to an annual schedule if all constituents monitored within the zone of attenuation are less than or equal to Standards criteria for three consecutive quarters. However, monitoring will return to a quarterly schedule at any well where a statistically significant increase is determined to have occurred in the concentration of any constituent with respect to the previous sample.
    - C. Monitoring will be continued for a minimum period of two years after closure. Monitoring beyond the minimum period may be discontinued if no statistically significant increase is detected in the concentration of any constituent above that measured and recorded during the immediately preceding schedule sampling for three consecutive quarters.

2. Criteria for choosing constituents to be monitored:
  - A. The operator will monitor each well for constituents that will provide a means for detecting groundwater contamination. Constituents will be chosen for monitoring if the constituent appears in, or is expected to be in, the leachate.
  - B. One or more indicator constituents, representative of the transport processes of constituents in the leachate, may be chosen for monitoring in place of the constituents it represents.
- b. If the analysis of the monitoring data shows that the concentration of one or more constituents is attributable to the fill operations and exceeds pre-approval concentrations, then the operator will conduct a groundwater impact assessment. The assessment monitoring program will be conducted in accordance with the following requirements:
  1. The impact assessment will be conducted to collect additional information to assess the nature and extent of groundwater contamination, which will consist of, but not be limited to, the following steps:
    - A. More frequent sampling of the wells in which the observation occurred;
    - B. More frequent sampling of any surrounding wells;
    - C. The placement of additional monitoring wells to determine the source and extent of the contamination; and
    - D. Monitoring of additional constituents to determine the source and extent of contamination.
  2. If the analysis of the assessment monitoring data shows that the concentration of one or more constituents monitored is above the applicable groundwater quality standards and is attributable to the fill operations, the operator will determine the nature and extent of the groundwater contamination, including an assessment of the continued impact on the groundwater should additional fill continue to be accepted at the facility, and will implement remedial action.

#### **Plugging and Sealing of Drill Holes**

- a. All drill holes, including exploration borings that are not converted into monitoring wells, monitoring wells that are no longer necessary to the operation of the site, and other holes that may cause or facilitate contamination of groundwater shall be sealed in accordance with the Ontario Regulation 903.

## **SCHEDULE "D"**

### **FINANCIAL SECURITIES**

#### **1.0 SECURITY FOR SITE ALTERATION MEASURES**

Pursuant to Article 5 of this Agreement the Owner is to provide security in the form of an unconditional irrevocable Letter of Credit, for the applicant's obligations under the By-law and any Permit issued, and such requirements as the Chief Building Official considers necessary to ensure that the work which is the subject of the Permit is completed in accordance with proper engineering standards and practice, this By-law, and the terms and conditions of the Permit. Said agreement may be registered on title. The Mayor and the Township Clerk are hereby authorized to execute any such agreement on behalf of the Township.

- 1.1 The Letter of Credit or agreement must remain in effect for the full duration of the Permit. Any Letter of Credit or agreement and its subsequent renewal forms shall contain a clause stating that thirty (30) days written notice must be given to the Township prior to its expiry or cancellation.
- 1.2 The Letter of Credit shall contain a clause stating that in the event that the Township receives notice that a Letter of Credit is expiring and will not be renewed and further or additional securities are not provided forthwith, the Township may draw on the current Letter of Credit at the discretion of the Chief Building Official. The Permit Holder agrees that any interest accruing on the realized security shall belong to the Township and not to the Permit Holder.

#### **2.0 GUARANTEE OF SITE WORKS**

- 2.1 The applicant shall provide the Township with a letter of credit in the amount of \$100,000.00 to guarantee that the works will be completed in accordance with the approved plans and documents.

#### **3.0 PROTECTION OF TOWNSHIP HIGHWAYS**

- 3.1 This requirement shall come into effect between the Township of Puslinch and the owner (or its authorized agent) of private lands adjacent to a Township Highway when the owner has initiated an undertaking that may cause injurious effects to Township Highways.
- 3.2 When it is determined by the Township Road Superintendent or designate, that the scope of a private undertaking will foul, damage, obstruct, injure or encumber the Township's highways; the owner shall provide financial securities to the Township to compensate for all such manners of maintenance and restitution that may result from the owner's actions on the thoroughfare.
- 3.3 With regards to the security deposit:
  - 3.3.1 The Township Road Superintendent shall determine the value of the financial securities required by the Township.
  - 3.3.2 The valuation of the security deposit will be an estimate based upon the scope of the owner's undertaking and potential costs to maintain and restore the Township highways to their existing conditions prior to the initiation of the undertaking.
  - 3.3.3 The minimum security deposit shall be \$1,000.00.
  - 3.3.4 At any time during the course of the owner's undertaking, the Township Road Superintendent may draw upon the securities posted by the owner to clean, maintain, repair or control the effects of the owner's undertaking on the Township highways.

- 3.3.5 Should the Township Road Superintendent determine that highway maintenance or restitution costs resulting for the owner's undertaking will exceed the estimated security deposit; the owner shall forthwith provide the additional securities as deemed necessary by the Roads Superintendent.
- 3.3.6 Upon the completion of the owner's undertaking, the Township will inspect the adjacent Township highways and refund the balance of the unused security deposit. Similarly, the owner will immediately reimburse the Township upon its demand for any and all additional funds expended to maintain, repair or correct any deficiencies to the Township's highways as a result of the owner's undertaking.
- 3.4 The security deposit to be posted with the Township shall be in the form of an unconditional irrevocable Letter of Credit.
  - 3.4.1 The deposit must remain in effect for the full duration of the owner's undertaking or until such additional time as the Township Roads Superintendent deems necessary due to the season of the activities.
  - 3.4.2 Any letter of credit and its subsequent renewal forms shall contain a clause stipulating that thirty (30) days written notice must be given to the Township prior to its expiry or cancellation.
  - 3.4.3 The Letter of Credit shall contain a clause stating that in the event that the Township receives notice that the Letter of Credit is expiring and will not be renewed and further or additional securities are not provided forthwith, the Township may draw upon the current Letter of Credit at the discretion of the Township Treasurer.
- 3.5 In the case of emergency repairs or clean-up the Township Road Superintendent may undertake the necessary works at the expense of the owner and draw upon the securities posted by the owner.
- 3.6 All decisions of the Township's Road Superintendent shall be final with respect to any maintenance, cleaning, restoration or repairs to the Township highways resulting from the owner's undertaking.
- 3.7 Nothing within these requirements shall preclude the authority of the Township Roads Superintendent to maintain the standard duty of care on the Township highways, nor limit the abilities of the Superintendent to control or cease the proponent's activities upon the Township highways.

#### **4.0 MUNICIPAL SERVICE FEES**

- 4.1 The applicant shall pay to the Township of Puslinch a Municipal Service Fee of \$0.06/Tonne or \$0.10/c.m. of material imported to the fill site.
- 4.2 Payment is to be made to the Township at six (6) month intervals or at the completion of the project whichever occurs first.

#### **5.0 IT IS THE RESPONSIBILITY OF THE PERMIT HOLDER:**

- 5.1 To obtain the approval of the Chief Building Official that the Site has been adequately reinstated and stabilized in accordance with this by-law, the plans accompanying the Permit and the terms and conditions of the Permit; and,
  - 5.2 To request that the Township carry out a final inspection of the Site and to obtain the approval of the Chief Building Official that this by-law and the terms and conditions of the Permit have been complied with the Permit Holder.
- 6.0** When the provisions of sections 4.0 and 5.0 above as well as Schedule C – Ground Water Monitoring Program have been fully complied with to the satisfaction of the Chief Building Official, he or she shall release the Permit Holder's security.

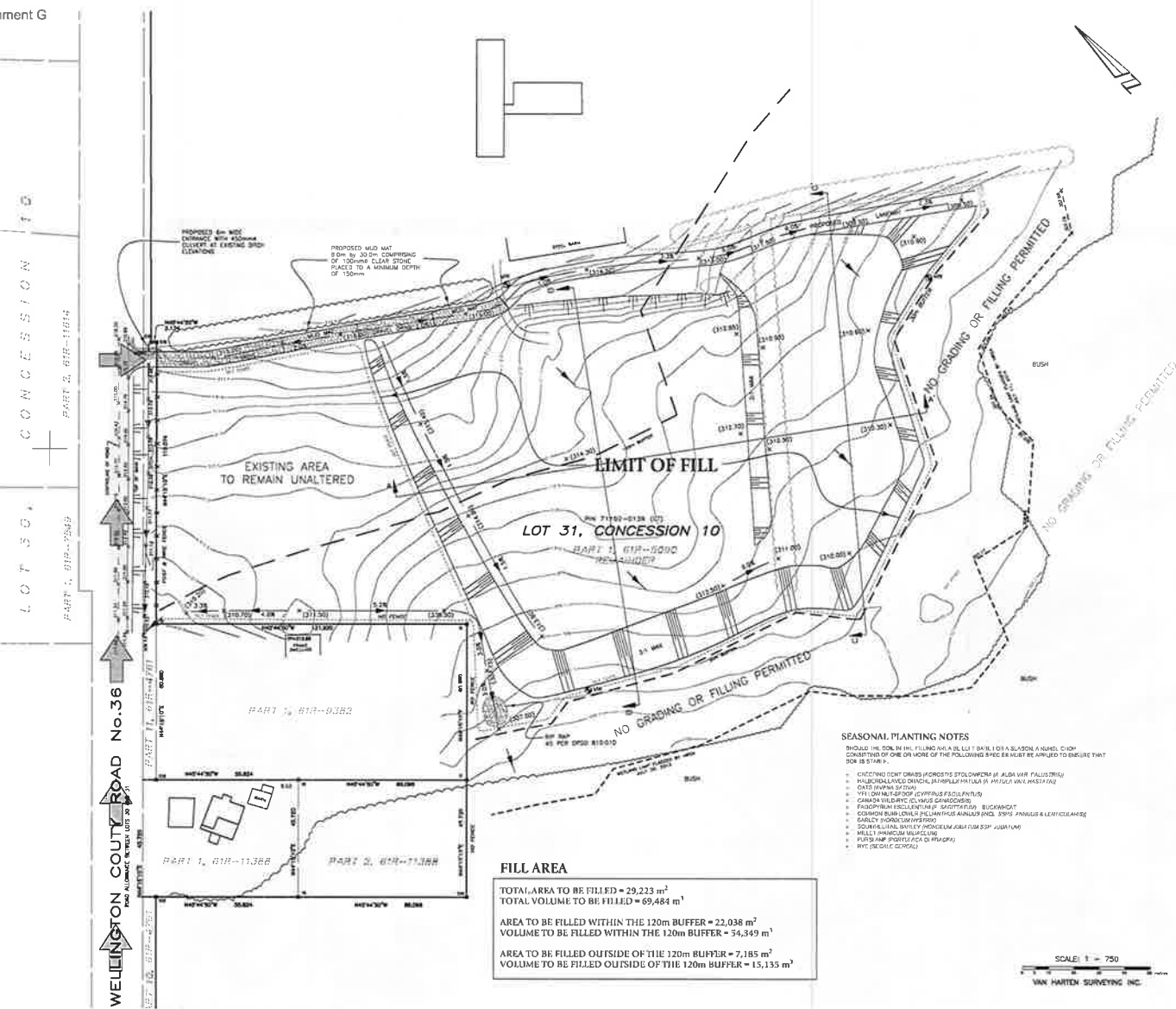
## SUMMARY OF FINANCIAL SECURITIES

|                      |  |                     |
|----------------------|--|---------------------|
| A.                   | Site Works   | \$100,000.00        |
| B.                   | Township Roadways (Min.)                             | \$ <u>n/a</u>       |
| <b>TOTAL DEPOSIT</b> |  | <b>\$100,000.00</b> |
| C.                   | Municipal Service Fees                               |                     |
|                      | • Fee based upon quantity of fill material imported. |                     |

## Attachment F



**Reid Property Clean Fill Project Truck Route:** Hiway 401 to Hiway 6 South to east on Wellington Rd. 36 to 7827 Wellington Rd. 36

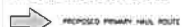
**PROPERTY DESCRIPTION:**

PIN 71182-0139(LT)  
PART OF LOT J1, CONCESSION 10  
DESCRIBED IN INSTRUMENT No R0789001 EXCEPT  
PART 3. 61R-8376, PART 1. 61R-9382  
AND PART 2. 61R-1130B  
7827 WELLINGTON ROAD No 36, RR#1  
PUNJICHI

LEGEND

- DENOTES SURVEY MONUMENT SET  
 --- DENOTES SURVEY MONUMENT FOUND  
 --- DENOTES 0.25 x 0.25 x 1.20 STANDARD IRON BAR  
 --- DENOTES 0.15 x 0.15 x 0.60 IRON BAR  
 --- DENOTES 0.25 x 0.25 x 0.80 SHORT STANDARD IRON BAR  
 --- DENOTES 0.15 DIA x 0.07 ROUND IRON BAR WITH  
 STAMPED WASHER  
 --- DENOTES 0.25 x 0.25 x 0.30 PLASTIC BAR  
 --- DENOTES CUT CROSS  
 --- DENOTES WITNESS

- OM DENOTES ORIGIN UNKNOWN  
 VH DENOTES VAN HARTEN SURVEYING INC. D.L.S.'s  
 PI DENOTES DEPOSITED PLAN 434-31185



- MONITORING WELL

- EXISTING GROUND CONTOURS

- PROPOSED ELEVATIONS  
PROPOSED SILT FENCE

- 
- 89¢ B&B 42 PER OZ

- ROCK FLOW CHECK DAM AS PER DMSD 218 218

## BEARING AND COORDINATE NOTE:

1. BEARINGS ARE GRID BEARINGS AND ARE DERIVED FROM GPS OBSERVATIONS AND ARE REFERRED TO THE UTM PROJECTION, ZONE 17, MAG 83 (CGRS-2002) ADJUSTMENT.  
  
DISTANCES SHOWN ON THIS PLAN ARE ADJUSTED GROUND DISTANCES AND CAN BE CONVERTED TO GRID DISTANCES BY MULTIPLYING BY AN AVERAGED COMBINED SCALE FACTOR OF 0.999570
2. COORDINATES ON THIS PLAN ARE UTM, ZONE 17, MAG83 (CGRS-2002) ADJUSTMENT AND ARE BASED ON GPS OBSERVATIONS FROM A NETWORK OF PLANNING GPS REFERENCE STATIONS.

|   |                              |     |         |
|---|------------------------------|-----|---------|
| 3 | CONSERVATION HILTON COMMENTS | JUN | JUN 15  |
| 2 | TOWN COMMENTS                | JUN | NOV 13  |
| 1 | SECOND SUBMISSION            | JUN | SEPT 18 |

| REVISION                  | BY |
|---------------------------|----|
| DRAWING REVISION SCHEDULE |    |

### PROPOSED CONTROL PLAN

PART OF LOT 31, CONCESSION  
TOWNSHIP OF PUSLINCH  
COUNTY OF WELLINGTON

PROJECT No. 21549-13

DRAWING SCALE 1:750

**METRIC:**  
DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

## GRADING PLAN

SHEET

1

12



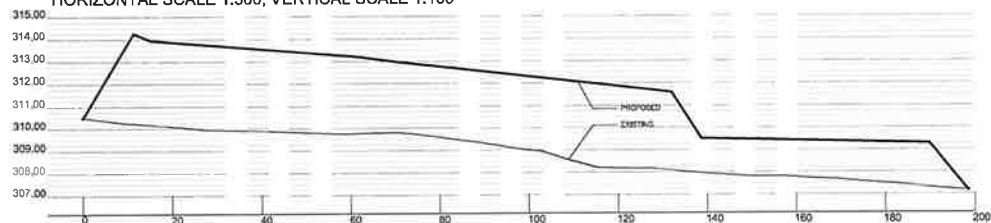
423 WOODLICH STREET  
GUELPH - ONTARIO N1H 3X3  
PHONE (519) 821-2763  
FAX (519) 821-2770  
www.mccallum.com

[illegible]

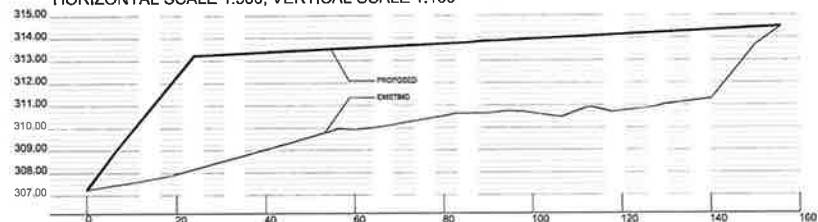


Attachment G

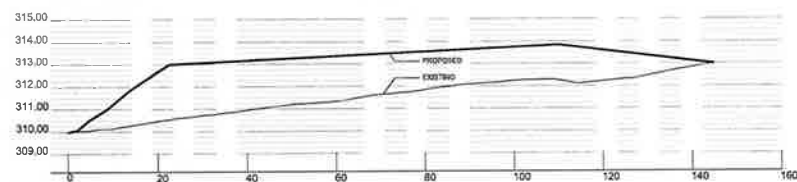
**CROSS-SECTION A-A'**  
HORIZONTAL SCALE 1:500, VERTICAL SCALE 1:100



**CROSS-SECTION B-B'**  
HORIZONTAL SCALE 1:500, VERTICAL SCALE 1:100



**CROSS-SECTION C-C'**  
HORIZONTAL SCALE 1:500, VERTICAL SCALE 1:100



### CONSTRUCTION NOTES

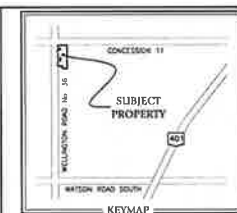
1. BULF FORCE SHALL BE EXERCISED AROUND THE PERIMETER OF WORKING AREA AS SHOWING
2. A CIRCULAR CONDUIT THAT SHALL BE TIED PRIOR TO COMMENCEMENT OF ANY SITE WORKS THEREON AND RELATED COMMUNICATIONS, CONDUCT BULF TESTS AS REQUIRED AND TO DOCUMENT FULL PLACEMENT ACTIVITIES.
3. AN ENVIRONMENTAL CONDUIT SHALL BE INSTALLED PRIOR TO COMMENCEMENT OF ANY SITE WORKS TO PROVIDE ANY RELATED RECOGNITION/RECORD. CONDUCT BULF TESTS AS REQUIRED AND TO DOCUMENT FULL PLACEMENT ACTIVITIES.
4. THE OWNER SHALL ENSURE THAT APPROPRIATE DUST SUPPRESSION MEASURES ARE UNDERTAKEN IN ORDER TO MINIMIZE THE IMPACT OF DUST ON NEIGHBOURING LANDS.

## SEDIMENT AND EROSION CONTROL NOTES

- [illegible]

### SEASONAL PLANTING NOTES

- [illegible]



## PROPERTY DESCRIPTION:

PIN 71192-0139(LT)  
PART OF LOT 31, CONCESSION 10  
DESCRIBED IN INSTRUMENT No R076900: EXCEPT  
PART 3, 61R-0378; PART 1, 61R-0382  
AND PART 2, 61R-11388  
7827 WELLINGTON ROAD No 36, RRP1  
PUSLICH

LEGEND

- [illegible]

## BEARING AND COORDINATE NOTE:

1. BEARINGS ARE GRID BEARINGS AND ARE DERIVED FROM GPS OBSERVATIONS AND ARE REFERRED TO THE UTM PROJECTION ZONE 17, NAD 83 (CSRS-2002) ADJUSTMENT. DISTANCES SHOWN ON THIS PLAN ARE ADJUSTED GROUND DISTANCES AND CAN BE CONVERTED TO GRID DISTANCES BY MULTIPLYING BY AN AVERAGED GDMBNED SCALE FACTOR OF 0.999570.
2. COORDINATES ON THIS PLAN ARE UTM, ZONE 17, NAD83 (CSRS-2002) ADJUSTMENT AND ARE BASED ON GPS OBSERVATIONS FROM A NETWORK OF PERMANENT GPS REFERENCE STATIONS.

|    |                            |     |        |
|----|----------------------------|-----|--------|
| 2  | CONDORATCHA HATCH COMMENTS | 2.0 | 400.15 |
| 2  | OWN COMMENTS               | 2.0 | 400.12 |
| 1  | SECOND SUBMISSION          | 2.0 | 367.78 |
| NO | REVISION                   | 0.0 | 0.00   |

### DRAWING REVISION SCHEDULE

**PROPOSED CONTROL PLAN**  
PART OF LOT 31, CONCESSION 10  
TOWNSHIP OF PUSLINCH  
COUNTY OF WELLINGTON

PROJECT No. 21549-13

DRAWING SCALE 1 : 750

**METRIC:**  
DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

## CROSS-SECTIONS



|  |   |
|--|---|
| 423 WOODLACH STREET<br>GUELPH - ONTARIO, N1H 3K3<br>PHONE: (519) 821 - 2763<br>FAX: 821 - 2770<br><a href="http://www.sethharris.com">www.sethharris.com</a> | 660 REDDELL ROAD UNIT 1<br>ORANGEVILLE - ONTARIO, L9M 5G1<br>PHONE: (819) 940 - 4110<br>FAX: 519 - 940 - 4113<br><a href="http://www.sethharris.com">www.sethharris.com</a> |
|--|---|

2015-03-27 10:00:00  
C:\PUSHER\Dev\13\ADG\SITEPLAN\_P111\B002\_0000\_0000\_0000\_P001.dwg

# Township of Puslinch

7404 Wellington Rd. 34, R.R.3, Guelph, Ontario N1H 6H9  
Telephone: (519) 763-1226 Fax: (519) 763-5846



March 4, 2015

**Sent Via Fax: 416-325-3159**

The Honourable Glen Murray  
Minister of the Environment and Climate Change  
11th Floor, Ferguson Block  
77 Wellesley Street West  
Toronto ON M7A 2T5

Dear Minister Murray,

**RE: Source Protection Municipal Implementation Fund**

The Township of Puslinch appreciates the commitment shown by the Ontario Ministry of the Environment and Climate Change in funding source protection implementation through the Source Protection Municipal Implementation Fund (SPMIF). Our municipality is working collaboratively with the other municipalities within Wellington County to efficiently and cost effectively implement our responsibilities under the *Clean Water Act* and the Source Protection Plans. Collectively, our eight municipalities are working together to share staff and consultant resources and to develop a consistent source protection program across Wellington County.

In Wellington County, there are five Source Protection Plans to implement including the Ausable Bayfield Maitland Valley; Credit Valley, Toronto and Region and Central Lake Ontario; Halton – Hamilton; Lake Erie - Grand River; and Saugeen, Grey Sauble, Northern Bruce Peninsula Plans. The Ausable Bayfield Maitland Valley Source Protection Plan will become effective on April 1, 2015 while our remaining plans are not expected to be effective until late 2015 or in 2016. In preparation for the effective dates of our five Source Protection Plans, our eight Wellington County municipalities have completed or initiated for 2015 a number of SPMIF eligible activities including: preparation of education materials, a septic inspection program, threat activity verification, development of internal business processes, Official Plan amendments and development of a database to track and store the source protection data.

As you are aware, the funding period for SPMIF expires in December 2015. Given that four of our Source Protection Plans are not expected to be effective until after December 2015, we respectfully request that the Minister consider extending the funding period for SPMIF until December 2016. This extended time period would allow more efficient and effective use of the funding provided. Specifically, the extended period would allow sufficient time to complete the SPMIF eligible activities that we are initiating in 2015 such as the septic inspection program and site visits for threat activity verification. This work did not begin earlier as the septic inspection

program only recently became a SPMIF eligible activity and the verification site visits could not begin until after desktop analysis of the threat locations was completed in 2014 using SPMIF funds. Reporting requirements are still be finalized with your staff and an extension to the SPMIF funding period would allow use of SPMIF funds to fully incorporate the reporting requirements, once finalized, into our municipal business processes. Additionally, aligning the SPMIF funding period more closely with the Source Protection Plan approval and effective dates would allow use of SPMIF funds to negotiate Risk Management Plans, which can only start once the plans are in effect. An extension of one year to the funding period would also align with the original 2013 Budget announcement regarding a three year source protection implementation fund.

Thank you for your consideration of this letter, and for your actions to help address our concerns. If you need further information regarding this matter, please contact Kyle Davis, Risk Management Official, Wellington Source Water Protection at 519-846-9691 ext 362 or [kdavis@centrewellington.ca](mailto:kdavis@centrewellington.ca).

Sincerely,

Karen Landry, CAO Clerk

C.C. Kyle Davis, Risk Management Official, Wellington Source Water Protection



OPTIONAL ANNUAL REPORT TEMPLATE

|                                 |  |
|---------------------------------|--|
| Drinking-Water System Number:   | 260021034                              |
| Drinking-Water System Name:     | Puslinch Community Centre              |
| Drinking-Water System Owner:    | Township of Puslinch                   |
| Drinking-Water System Category: | SMNR – Small Municipal Non-Residential |
| Period being reported:          | January 1, 2014 to December 31, 2014   |

**Complete if your Category is Large Municipal Residential or Small Municipal Residential**

Does your Drinking-Water System serve more than 10,000 people? Yes [ ] No [ ]

Is your annual report available to the public at no charge on a web site on the Internet? Yes [ ] No [ ]

Location where Summary Report required under O. Reg. 170/03 Schedule 22 will be available for inspection.

|  |
|--|
| <br><br><br><br><br><br><br><br><br><br> |
|--|

**Complete for all other Categories.**

Number of Designated Facilities served:

1

Did you provide a copy of your annual report to all Designated Facilities you serve?

Yes [ X ] No [ ]

Number of Interested Authorities you report to:

3

(Puslinch Community Centre, Library and Whistlestop Preschool)

Did you provide a copy of your annual report to all Interested Authorities you report to for each Designated Facility?

Yes [ X ] No [ ]

**Note: For the following tables below, additional rows or columns may be added or an appendix may be attached to the report**

List all Drinking-Water Systems (if any), which receive all of their drinking water from your system:

| Drinking Water System Name  | Drinking Water System Number |
|---|------------------------------|
| Puslinch Community Centre, Whistlestop Preschool, Library, Concession Booth | 260021034                    |



## Ontario Drinking-Water Systems Regulation O. Reg. 170/03

Did you provide a copy of your annual report to all Drinking-Water System owners that are connected to you and to whom you provide all of its drinking water?

Yes [ X ] No [ ]

Indicate how you notified system users that your annual report is available, and is free of charge.

- ☒ Public access/notice via the web
- ☒ Public access/notice via Government Office
- ☐ Public access/notice via a newspaper
- ☒ Public access/notice via Public Request
- ☒ Public access/notice via a Public Library
- ☐ Public access/notice via other method

Describe your Drinking-Water System

There is a UV System in the Puslinch Branch Wellington County Public Library, as well as a UV System in the Concession Booth. There is a Softener and UV System in Puslinch Community Centre that serves the Whistlestop Preschool and The Ontario Early Years Pre-School Group.

List all water treatment chemicals used over this reporting period

N/A

Were any significant expenses incurred to? N/A

- ☐ Install required equipment
- ☐ Repair required equipment
- ☐ Replace required equipment

Please provide a brief description and a breakdown of monetary expenses incurred

Provide details on the notices submitted in accordance with subsection 18(1) of the Safe Drinking-Water Act or section 16-4 of Schedule 16 of O.Reg.170/03 and reported to Spills Action Centre

| Incident Date | Parameter | Result | Unit of Measure | Corrective Action | Corrective Action Date |
|---------------|-----------|--------|-----------------|-------------------|------------------------|
| n/a           |           |        |                 |                   |                        |



Microbiological testing done under the Schedule 10, 11 or 12 of Regulation 170/03, during this reporting period.

|              | Number of Samples | Range of E.Coli Or Fecal Results (min #)-(max #) | Range of Total Coliform Results (min #)-(max #) | Number of HPC Samples | Range of HPC Results (min #)-(max #) |
|--------------|-------------------|--|---|-----------------------|--------------------------------------|
| Raw          | 12                | 0  | 0   | 0                     | 0                                    |
| Treated      | 106               | 0  | 0   | 106                   | <10 - >2000                          |
| Distribution | N/A               |  |   |                       |                                      |

Operational testing done under Schedule 7, 8 or 9 of Regulation 170/03 during the period covered by this Annual Report.

|   | Number of Grab Samples | Range of Results (min #)-(max #) | Unit of Measure | <b>NOTE:</b> For continuous monitors use 8760 as the number of samples. |
|---|------------------------|----------------------------------|-----------------|---|
| Turbidity                                   | 0                      |                                  |                 |   |
| Chlorine                                    | 0                      |                                  |                 |   |
| Fluoride (If the DWS provides fluoridation) | 0                      |                                  |                 |   |

Summary of additional testing and sampling carried out in accordance with the requirement of an approval, order or other legal instrument.

| Date of legal instrument issued | Parameter | Date Sampled | Result | Unit of Measure |
|---------------------------------|-----------|--------------|--------|-----------------|
| N/A                             |           |              |        |                 |
|                                 |           |              |        |                 |

Summary of Inorganic parameters tested during this reporting period or the most recent sample results

| Parameter | Sample Date | Result Value | Unit of Measure | Exceedance |
|-----------|-------------|--------------|-----------------|------------|
| Antimony  | Oct. 16/12  | 0.02         | ug/L            |            |
| Arsenic   | Oct. 16/12  | .2           | ug/L            |            |
| Barium    | Oct. 16/12  | 3.30         | ug/L            |            |
| Boron     | Oct. 16/12  | 19           | ug/L            |            |
| Cadmium   | Oct. 16/12  | 0.003        | ug/L            |            |
| Chromium  | Oct. 16/12  | .9           | ug/L            |            |
| *Lead     | Oct. 14/14  | 1.65/.063    | ug/L            |            |
| Mercury   | Oct. 16/12  | 0.02         | ug/L            |            |
| Selenium  | Oct. 16/12  | 1            | ug/L            |            |
| Sodium    | Oct. 29/12  | 140/9.66     | mg/L            | 140        |
| Uranium   | Oct. 16/12  | 0.131        | ug/L            |            |
| Fluoride  | Oct. 16/12  | 0.46         | mg/L            |            |
| Nitrite   | Oct. 14/14  | 0.003        | mg/L            |            |
| Nitrate   | Oct. 14/14  | 0.006        | mg/L            |            |



# Ontario Drinking-Water Systems Regulation O. Reg. 170/03

\*only for drinking water systems testing under Schedule 15.2; this includes large municipal non-residential systems, small municipal non-residential systems, non-municipal seasonal residential systems, large non-municipal non-residential systems, and small non-municipal non-residential systems

## Summary of lead testing under Schedule 15.1 during this reporting period

(applicable to the following drinking water systems; large municipal residential systems, small municipal residential systems, and non-municipal year-round residential systems)

| Location Type | Number of Samples | Range of Lead Results (min#) – (max #) | Unit of Measure | Number of Exceedances |
|---------------|-------------------|--|-----------------|-----------------------|
| Plumbing      |                   |  |                 |                       |
| Distribution  |                   |  |                 |                       |

## Summary of Organic parameters sampled during this reporting period or the most recent sample results

| Parameter   | Sample Date | Result Value | Unit of Measure | Exceedance |
|---|-------------|--------------|-----------------|------------|
| Alachlor  | Oct. 16/12  | 0.02         | ug/L            |            |
| Aldicarb  | Oct. 16/12  | 0.01         | ug/L            |            |
| Aldrin + Dieldrin                                   | Oct. 16/12  | 0.01         | ug/L            |            |
| Atrazine + N-dealkylated metabolites                | Oct. 16/12  | 0.01         | ug/L            |            |
| Azinphos-methyl                                     | Oct. 16/12  | 0.02         | ug/L            |            |
| Bendiocarb  | Oct. 16/12  | 0.01         | ug/L            |            |
| Benzene   | Oct. 16/12  | 0.32         | ug/L            |            |
| Benzo(a)pyrene                                      | Oct. 16/12  | 0.004        | ug/L            |            |
| Bromoxynil  | Oct. 16/12  | 0.33         | ug/L            |            |
| Carbaryl  | Oct. 16/12  | 0.01         | ug/L            |            |
| Carbofuran  | Oct. 16/12  | 0.01         | ug/L            | /          |
| Carbon Tetrachloride                                | Oct. 16/12  | 0.16         | ug/L            |            |
| Chlordane (Total)                                   | Oct. 16/12  | 0.01         | ug/L            |            |
| Chlorpyrifos  | Oct. 16/12  | 0.02         | ug/L            |            |
| Cyanazine   | Oct. 16/12  | 0.03         | ug/L            |            |
| Diazinon  | Oct. 16/12  | 0.02         | ug/L            |            |
| Dicamba   | Oct. 16/12  | 0.20         | ug/L            |            |
| 1,2-Dichlorobenzene                                 | Oct. 16/12  | 0.41         | ug/L            |            |
| 1,4-Dichlorobenzene                                 | Oct. 16/12  | 0.36         | ug/L            |            |
| Dichlorodiphenyltrichloroethane (DDT) + metabolites | Oct. 16/12  | 0.01         | ug/L            |            |
| 1,2-Dichloroethane                                  | Oct. 16/12  | 0.35         | ug/L            |            |
| 1,1-Dichloroethylene (vinylidene chloride)          | Oct. 16/12  | 0.33         | ug/L            |            |
| Dichloromethane                                     | Oct. 16/12  | 0.35         | ug/L            |            |
| 2-4 Dichlorophenol                                  | Oct. 16/12  | 0.15         | ug/L            |            |
| 2,4-Dichlorophenoxy acetic acid (2,4-D)             | Oct. 16/12  | 0.19         | ug/L            |            |
| Diclofop-methyl                                     | Oct. 16/12  | 0.40         | ug/L            |            |
| Dimethoate  | Oct. 16/12  | 0.03         | ug/L            |            |
| Dinoseb   | Oct. 16/12  | 0.36         | ug/L            |            |



|  |            |      |      |  |
|--|------------|------|------|--|
| Diquat                                       | Oct. 16/12 | 1    | ug/L |  |
| Diuron                                       | Oct. 16/12 | 0.03 | ug/L |  |
| Glyphosate                                   | Oct. 16/12 | 6    | ug/L |  |
| Heptachlor + Heptachlor Epoxide              | Oct. 16/12 | 0.01 | ug/L |  |
| Lindane (Total)                              | Oct. 16/12 | 0.01 | ug/L |  |
| Malathion                                    | Oct. 16/12 | 0.02 | ug/L |  |
| Methoxychlor                                 | Oct. 16/12 | 0.01 | ug/L |  |
| Metolachlor                                  | Oct. 16/12 | 0.01 | ug/L |  |
| Metribuzin                                   | Oct. 16/12 | 0.02 | ug/L |  |
| Monochlorobenzene                            | Oct. 16/12 | 0.30 | ug/L |  |
| Paraquat                                     | Oct. 16/12 | 1    | ug/L |  |
| Parathion                                    | Oct. 16/12 | 0.02 | ug/L |  |
| Pentachlorophenol                            | Oct. 16/12 | 0.15 | ug/L |  |
| Phorate                                      | Oct. 16/12 | 0.01 | ug/L |  |
| Picloram                                     | Oct. 16/12 | 1    | ug/L |  |
| Polychlorinated Biphenyls(PCB)               | Oct. 16/12 | 0.04 | ug/L |  |
| Prometryne                                   | Oct. 16/12 | 0.03 | ug/L |  |
| Simazine                                     | Oct. 16/12 | 0.01 | ug/L |  |
| THM<br>(NOTE: show latest annual average)    | Oct. 16/12 |      | ug/L |  |
| Temephos                                     | Oct. 16/12 | 0.01 | ug/L |  |
| Terbufos                                     | Oct. 16/12 | 0.01 | ug/L |  |
| Tetrachloroethylene                          | Oct. 16/12 | 0.35 | ug/L |  |
| 2,3,4,6-Tetrachlorophenol                    | Oct. 16/12 | 0.14 | ug/L |  |
| Triallate                                    | Oct. 16/12 | 0.01 | ug/L |  |
| Trichloroethylene                            | Oct. 16/12 | 0.44 | ug/L |  |
| 2,4,6-Trichlorophenol                        | Oct. 16/12 | 0.25 | ug/L |  |
| 2,4,5-Trichlorophenoxy acetic acid (2,4,5-T) | Oct. 16/12 | 0.22 | ug/L |  |
| Trifluralin                                  | Oct. 16/12 | 0.02 | ug/L |  |
| Vinyl Chloride                               | Oct. 16/12 | 0.17 | ug/L |  |

List any Inorganic or Organic parameter(s) that exceeded half the standard prescribed in Schedule 2 of Ontario Drinking Water Quality Standards.

| Parameter | Result Value | Unit of Measure | Date of Sample |
|-----------|--------------|-----------------|----------------|
|           |              |                 |                |
|           |              |                 |                |



**From:** Arnott-CO, Ted [mailto:[ted.arnottco@pc.ola.org](mailto:ted.arnottco@pc.ola.org)]  
**Sent:** February-13-15 1:36 PM  
**To:** Dennis Lever - Wellington  
**Subject:** FW: Proposed Jack Johnson Memorial Highway

Hi Dennis:

I'm writing to propose, and seek your support for honouring the memory of former MPP Jack Johnson, by renaming Highway 6 as it goes through the County of Wellington, the "Jack Johnson Memorial Highway."

There is a provincial protocol for considering these kinds of proposals. I'm aware of three provincial roads that have been renamed to honour the memory of former MPPs (Bruce Crozier, John M. Turner, and Leo Bernier). As you can see from the attached information, there is a requirement for resolution of support from each Council of each municipality that the road in question passes through. As far as I know, the cost of a proposal like this is the cost of the signs that would be erected.

Jack Johnson served in the Ontario Legislature from 1975-1990. This year marks the 40th Anniversary of his first election and what would have been his 85th Birthday. He was the first MPP to represent the Riding of Wellington, which included the County of Wellington in its entirety. He was an honest, decent hard working representative who put his constituents first and was respected by everyone he worked with, from all sides of the political debate.

I am in the process of contacting the other Mayors in Wellington County along the Highway 6 corridor, to ask them to consider this as well.

I hope you will agree with my proposal and look forward to hearing back from you to discuss the next steps.

Thanks very much.

**Ted Arnott, MPP**  
**Wellington-Halton Hills**  
Toll Free: 1-800-265-2366  
Phone: 519-787-5247

**From:** Sweeney-Bergen, Jonathan (MTO) [<mailto:Jonathan.Sweeney-Bergen@ontario.ca>]

**Sent:** Friday, January 16, 2015 11:11 AM

**To:** Arnott, Ted

**Cc:** Arnott-CO, Ted

**Subject:** RE: Briefing Request

Good morning MPP Arnott,

Further to our phone conversation this morning please find information below regarding the process of Highway Dedications along with contact information of who the application can be submitted to. Attached is a more detailed package with further information.

The application must:

- Define the limits of the highway to be dedicated;
- Identify the group or individual being posthumously recognized;
- Provide supporting rationale for the proposal;
- Include a Council resolution from each Municipality/First Nation that the highway passes through supporting the highway dedication (municipal resolution not required in areas without municipal representation);
- Provide written support of the highway dedication from the MPP(s) of the riding(s) that the highway passes through.

MTO regional staff will review the material for completeness and forward it to Head Office, Traffic for submission to the Minister's Office through the Assistant Deputy Minister of Provincial Highways Management. Head Office Traffic will be responsible for maintaining a central registry of dedications that will include approved, denied and outstanding requests.

Final approval of a highway dedication shall rest with the Minister of Transportation or his/her designee and must be obtained prior to proceeding with the implementation of a highway dedication.

The completed package should be sent to:

Ryan Vanderputten  
Head, Traffic Section  
MTO West Region  
659 Exeter Road  
London, ON N6E 1L3  
[ryan.vanderputten@ontario.ca](mailto:ryan.vanderputten@ontario.ca)

I hope this information proves helpful and should you have any questions please don't hesitate to contact me.

Best Regards,

Jon

**From:** Arnott, Ted [<mailto:ted.arnott@pc.ola.org>]

**Sent:** January-12-15 11:55 AM

**To:** Sweeney-Bergen, Jonathan (MTO)

**Cc:** Arnott-CO, Ted

**Subject:** Briefing Request

Mr. Jonathan Sweeney-Bergen  
MPP Liaison, Office of the Minister of Transportation

Hi Jonathan,

I'm writing to request a briefing from Ministry staff on the process for renaming Provincial Highways in memory of outstanding local individuals.

It is my understanding that Highway 35/115 near Peterborough was recently renamed to honour John M. Turner, a distinguished, long serving former MPP.

In a similar vein, I am considering proposing that Highway 6 through Wellington County be named in memory of Jack Johnson, who was the first MPP to represent the Riding of Wellington in the Ontario Legislature, and who served honourably in the House from 1975-1990.

I look forward to your respond at my Queen's Park office.

Thank you very much.

Sincerely,

**Ted Arnott, MPP**  
**Wellington-Halton Hills**  
Phone: 416-325-3880  
Fax: 416-325-6649

# Jack Johnson (Canadian politician)

From Wikipedia, the free encyclopedia

**John McLellan Johnson** (August 20, 1930 — June 25, 2009) was a politician in Ontario, Canada. He was a Progressive Conservative member who served in the Legislative Assembly of Ontario from 1975 to 1990. He represented the ridings of Wellington—Dufferin—Peel and Wellington.

## Contents

- 1 Background
- 2 Politics
- 3 Later life
- 4 References
- 5 External links

## Background

Johnson was educated at Ryerson Polytechnical School in Toronto, and worked as a retail merchant. Johnson married Marie Lynn "Marnie" Johnston in 1951. She died in Mount Forest in September 2008.<sup>[1]</sup> Together they raised three children.

## Politics

He was a councillor in the Town of Mount Forest from 1968 to 1973, and mayor from 1973 to 1975.

He was elected to the Ontario legislature in the 1975 provincial election, defeating Liberal candidate Ted Sibbald by 712 votes in the riding of Wellington—Dufferin—Peel.<sup>[2]</sup> He was re-elected by greater margins in the elections of 1977, 1981 and 1985.<sup>[3][4][5]</sup> In the 1987 provincial election, he defeated Liberal challenger Bill Benson by 463 votes in the redistributed riding of Wellington.<sup>[6]</sup>

Johnson served as a backbench supporter of the governments of Bill Davis and Frank Miller from 1975 to 1985. He served as Chair of Caucus 1986-1990 and Deputy Opposition Whip. He did not seek re-election in 1990.

### Jack Johnson

#### Ontario MPP

##### In office

1987–1999

**Preceded by** *New riding*

**Succeeded by** Ted Arnott

**Constituency** Wellington

##### In office

1975–1987

**Preceded by** *New riding*

**Succeeded by** *Riding abolished*

**Constituency** Wellington—Dufferin—Peel

#### Personal details

**Born** August 20, 1930  
Detroit, Michigan

**Died** June 25, 2009 (aged 78)  
Mount Forest, Ontario

**Political party** Progressive Conservative

**Spouse(s)** Marnie Johnston

**Children** 3

**Residence** Fergus, Ontario

**Occupation** Businessman

## Later life

Johnson was appointed to the Alcohol and Gaming Commission of Ontario Board of Directors in 2003, during the administration of Conservative Premier Ernie Eves.

## References

- ↑ "Marnie Johnston: Obituary" (<http://www.legacy.com/obituaries/thestar/obituary.aspx?n=marnie-johnson&pid=117928332>). *Toronto Star*. September 24, 2008.
- ↑ "Table of vote results for all Ontario ridings". *The Globe and Mail*. September 19, 1975. p. C12.
- ↑ "Ontario provincial election results riding by riding". *The Globe and Mail*. June 10, 1977. p. D9.
- ↑ Canadian Press (March 20, 1981). "Winds of change, sea of security" (<http://news.google.com/newspapers?id=0NtYAAAAIBAJ&sjid=QlIMAAAAIBAJ&pg=1444%2C1388326>). *The Windsor Star* (Windsor, Ontario). p. 22. Retrieved 2014-04-01.
- ↑ "Results of vote in Ontario election". *The Globe and Mail*. May 3, 1985. p. 13.
- ↑ "Results from individual ridings". *The Windsor Star*. September 11, 1987. p. F2.

## External links

- Ontario Legislative Assembly Parliamentary History ([http://www.ontla.on.ca/web/members/members\\_all\\_detail.do?locale=en&ID=493](http://www.ontla.on.ca/web/members/members_all_detail.do?locale=en&ID=493))

Retrieved from "[http://en.wikipedia.org/w/index.php?title=Jack\\_Johnson\\_\(Canadian\\_politician\)&oldid=631912871](http://en.wikipedia.org/w/index.php?title=Jack_Johnson_(Canadian_politician)&oldid=631912871)"

Categories: 1930 births | 2009 deaths | Mayors of places in Ontario  
| Progressive Conservative Party of Ontario MPPs

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6.4(a).

**Ministry of Natural  
Resources and Forestry**

**Ministère des Richesses  
naturelles et des Forêts**

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

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



February 17, 2015

The University of Guelph  
854 Gordon St  
Guelph, ON  
N1G 1Y7

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RECEIVED  
FEB 19 2015  
Township of Puslinch

Attention: Philip Wong, Director, Real Estate Division

**Subject: Approval to commence extraction in new Phase 4, Mill Creek Operation, Licence #5738, Part Lots 21-24, Concessions 1 & 2, Township of Puslinch, County of Wellington**

Dear Mr. Wong;

The Ministry of Natural Resources and Forestry (MNRF) grants approval for operator Dufferin Aggregates to move into Phase 5 of the Mill Creek gravel pit operation (Licence #5738), licenced to the University of Guelph.

Please be advised that this Ministry has reviewed your request to begin extraction in Phase 5, as required by licence conditions 19, 20 and 21 of the aggregate licence for this property; which requires the submission of hydrogeology, hydrology, and fisheries and wetland update reports to the MNRF for review as part of the approval process to move into a new phase of operations.

Monitoring reports to address hydrogeology, hydrology, and fisheries and wetlands have been received and reviewed by the MNRF and are in compliance with this agreement. We appreciate that based on the Ministry's review of the annual hydrogeological report and subsequent discussions, a new monitoring well will be installed between BH92-12 and Mill Creek within the next 6 months.

Based on a review of these documents and the requirements of licence conditions 19, 20 and 21, approval to move into a new phase of operations for this facility is delegated to the District Manager of the Ministry of Natural Resources and Forestry, Guelph District.

Should you require further information concerning this matter, please contact Seana Richardson, Aggregate Technical Specialist, at (519) 826-4927.

Yours truly,

A handwritten signature in blue ink that reads "Ian Hagman".

Ian Hagman  
District Manager  
Ministry of Natural Resources and Forestry- Guelph District

cc: Kevin Mitchell, Dufferin Aggregates  
Clerk, Township of Puslinch

To meet with our staff please be sure to call ahead and make an appointment.  
For general information visit: [www.mnr.gov.on.ca](http://www.mnr.gov.on.ca) or [www.ontario.ca](http://www.ontario.ca)



Stantec Consulting Ltd.  
49 Frederick Street, Kitchener ON N2H 6M7

(5/2)

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| File                 | E12/MIN                             |

January 30, 2015  
File: 1611 07544/31

**Attention: Karen Landry, CAO/Clerk**  
Township of Puslinch  
R.R. #4  
County Road 34 Aberfoyle  
Guelph, ON N1H 6H9

RECEIVED  
FEB 03 2015  
Township of Puslinch

Dear Ms. Landry,

**Reference: Mini Lakes Mobile Home Community Quarterly Monitoring Program – 4th Quarter 2014**

Please find enclosed the wastewater treatment plant effluent results for Mini Lakes Mobile Home Community, provided in Table 1 (attached). These results are provided in accordance with the Operation and Maintenance Agreement between the Mini Lakes Residents Association and The Township of Puslinch, and the Certificate of Approval (CofA) for the sewage system. This letter represents the fourth quarter reporting for 2014.

As shown on Table 1, plant effluent has been sampled and analyzed on three (3) occasions for this quarter.

The average CBOD<sub>5</sub> concentration for the quarter is 13.7 mg/L, which is below the compliance limit of 20 mg/L. CBOD<sub>5</sub> values were below the compliance limit on all three sampling occasions this quarter. The 12-month rolling average for CBOD<sub>5</sub> is 18.4 mg/L. As the 12-month rolling average is approaching non-compliance, it is recommended that AWC closely monitor any process issues which may be impacting performance with respect to CBOD<sub>5</sub>.

The average TSS concentration for the quarter is 13.0 mg/L, which is below the compliance limit of 20 mg/L. TSS values were below the compliance limit on all three (3) sampling occasions this quarter. The 12-month rolling average for TSS is 8.4 mg/L. Overall, the plant is deemed to be performing well with respect to TSS.

The average total phosphorus (TP) concentration for the quarter is 0.2 mg/L which is below the compliance limit of 1.0 mg/L. TP values were below the compliance limit on all three (3) sampling occasions this quarter. The 12-month rolling average for TP is 0.4 mg/L. Overall, the plant is deemed to be performing well with respect to TP.

The average nitrate concentration for the quarter is 4.3 mg/L, which is below the compliance limit of 5.0 mg/L. Nitrate values were below the compliance limit on all three (3) sampling occasions this quarter. The 12-month rolling average for nitrate is 4.7 mg/L, which is approaching the compliance limit of 5.0 mg/L. Nitrate slightly exceeded the 12-month rolling average in February 2014 (5.04 mg/L), which was reported to the Ministry of the Environment and Climate Change (MOECC). Sludge cleanout of the system and denitrification zones was subsequently undertaken in early March as a mitigating measure.



**Reference: Mini Lakes Mobile Home Community Quarterly Monitoring Program – 4th Quarter 2014**

Since it has been shown that consistent denitrification is difficult to achieve, operations staff need to continue close monitoring and maintenance of the denitrification process. General measures required to maintain denitrification and phosphorus removal include, but are not limited to:

- Recording of sludge depths on a weekly or more frequent basis, and prompt sludge removal (as necessary) in all clarifiers and the effluent pump chamber.
- Regular denitrification media maintenance cleanings and removal of floatable material from the denitrification chambers.
- Use of the RBC feed-forward valves to the maximum extent possible to improve soluble carbon availability and lower dissolved oxygen in the denitrification zone.
- Daily inspections and regular cleaning of all clarifier weirs.
- Balancing of chemical dosing flows; conceptual plans have been prepared and reviewed by AWC for new chemical dosing facilities in accordance with the existing CofA.

The recommended long term plan is to provide better sludge management by partitioning the existing primary clarifier into two (2) chambers, one (1) for primary clarification and sludge storage, and the second for primary effluent polishing. This will resolve issues with sludge carryover and washout, and allow much greater flexibility in recirculating sludge and effluent in order to optimize nitrogen removal. Current issues with sludge carryover are related to the buildup of sludge in the primary clarifier and washout during high flow events. Additionally, operations staff indicated that the return sludge is deposited at the discharge end, contributing to excessive buildup prior to the rotating biological contactor trains, and thus there is a higher potential for carryover. There is also no weir/baffle assembly in this clarifier to prevent sludge from entering the clarifier overflow. The proposed upgrades are as follows:

- Primary clarifier upgrades including:
  - A partition wall separating the chamber into two compartments, an inlet and sludge storage compartment having a working volume of 73 m<sup>3</sup> and a primary effluent compartment having a working volume of 23 m<sup>3</sup>.
  - An inlet baffle plate.
  - An outlet weir box and baffle plate.
  - Extension of all sludge recirculation piping to inlet chamber.
- Denitrification inlet modifications to allow crossover between trains for redundancy and option to run on one (1) RBC train and two (2) tertiary trains.
- One (1) new effluent pump and piping for effluent recirculation to primary clarifier inlet.
- New chemical building as previously approved.





**Reference: Mini Lakes Mobile Home Community Quarterly Monitoring Program – 4th Quarter 2014**

Implementation of these upgrades will be difficult and complex due to the need to bypass the clarifier during installation using an offline tank; however, these upgrades would improve the operational efficiency of the plant, resistance to upsets (e.g., denitrification media plugging), and provide savings related to reduced sludge haulage. These upgrades will require an amendment to the current approval.

Stantec has applied on behalf of Mini Lakes for an amended Environmental Compliance Approval (ECA) as of December 6, 2012 and we expect approval and tendering and construction to begin upon approval of the application. With the approval amendment, we also propose to re-rate the wastewater treatment plant based on the current Draft Plan of Subdivision and subsequently revise the nitrate limit upwards to 8.0 mg/L based on lower long term projected nitrate loadings than originally designed.

It must be noted that these plans are ongoing and subject to approval and financial resources, though Mini Lakes already has approval and funding in place for the chemical building upgrades. MLRA is committed to resolving this situation, and additional monitoring of initial repairs to the denitrification media system will continue in the near term.

Results for dissolved oxygen (DO) this quarter are above optimal values at an average of 7.0 mg/L, where the objective is to be below 2 mg/L to ensure reliable denitrification. The effluent DO concentrations are higher than in the previous quarter which showed DO effluent concentrations averaging 4.1 mg/L. An assessment of historic nitrate data appears to show more of a correlation between seasonal temperature variation and nitrate reduction than DO concentration; however, low DO levels are generally necessary for efficient denitrification. Higher DO is expected over the winter quarter due to higher oxygen saturation concentration in cold water.

The remaining parameters shown on Table 1 have been sampled in accordance with the CofA; however, they do not have compliance limits. The results for these additional parameters are deemed to be acceptable and are reasonable for this type of wastewater treatment plant. Results for effluent *E.coli* this quarter show an average of 17,000 CFU/100 mL. Results for pH this quarter are consistent with expected values at an average of 7.3.

With respect to wastewater flows this quarter, the average flow per unit estimate is approximately 417 L/unit/day. This is slightly higher than the average per unit flow over the past three (3) years of approximately 400 L/unit/day; however, this is expected during the fourth quarter when infiltration and inflow is higher, coupled with declining occupancies. The design average is 540 L/unit/day and the maximum daily design flow is 800 L/unit/day. Estimated per unit flows have not exceeded the daily design basis this quarter. The average day flow was only 44.1% of the design average day flow of 216 m<sup>3</sup>/d this quarter, and the maximum day flow never exceeded the wastewater treatment plant maximum day design flow of 320 m<sup>3</sup>/d. Based on these trends and the fact that the development as a whole is approximately 65% built out based on original design (and 90% based on current Draft Plan of Subdivision application for 292 total units), it is our opinion that infiltration and inflow are not an issue at this time. The average daily flows for each month, and the corresponding estimated number of occupied homes, is given below.



January 30, 2015  
Karen Landry, CAO/Clerk  
Page 4 of 4

**Reference: Mini Lakes Mobile Home Community Quarterly Monitoring Program – 4th Quarter 2014**

**Table 2: Sewage Flow Volumes**

| <b>Month (2014)</b> | <b>Average Daily Flow (L/d)</b> | <b>Maximum Daily Flow (L/d)</b> | <b>Estimated Number of Occupied Homes</b> | <b>Estimated Flow per Unit (L/d)</b> |
|---------------------|---------------------------------|---------------------------------|---|--------------------------------------|
| October             | 96,168                          | 130,100                         | 235                                       | 409                                  |
| November            | 91,625                          | 125,640                         | 230                                       | 398                                  |
| December            | 97,964                          | 120,810                         | 220                                       | 445                                  |

In addition to the monitoring requirements for the wastewater treatment plant, surface water and groundwater have been monitored for the development. Please find attached the letter report from CH2M Hill Canada Limited outlining the subsurface and groundwater monitoring results.

We trust this meets with your requirements. Should you have any questions, please contact the undersigned.

Regards,

**STANTEC CONSULTING LTD.**



Jamie Croft, M.A.Sc., EIT  
Engineer Intern  
Phone: (519) 585-7438  
Fax: (519) 579-8806  
jamie.croft@stantec.com



Judy Beauchamp, P.Eng.  
Senior Project Manager  
Phone: (519) 579-7273  
Fax: (519) 579-8806  
judy.beauchamp@stantec.com

Attachment

- c. Ms. Dianne Paron, Mini Lakes Residents Associated (letter only)
- Ms. Lynn Zettle, Region Business Banking Centre (letter only)
- Ms. Mary Kennedy, CH2M Hill Canada Limited (letter only)
- Ms. Amanda Pepping, Gamsby and Mannerow Limited (attachment)
- Ms. Lynnette Armour, Ministry of the Environment - Guelph District Office (attachment)


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Table 1

## MINI LAKES MOBILE HOME COMMUNITY WWTP - Effluent Sampling Results

|                    | Effluent Sampling Parameters |      |      |                 |                 |                 |      |          |      |         |      |
|--------------------|------------------------------|------|------|-----------------|-----------------|-----------------|------|----------|------|---------|------|
|                    | C-BOD <sub>5</sub>           | TSS  | TP   | NH <sub>3</sub> | NO <sub>3</sub> | NO <sub>2</sub> | TKN  | TN(calc) | DO   | E.coli  | pH   |
|                    | mg/L                         | mg/L | mg/L | mg/L            | mg/L            | mg/L            | mg/L | mg/L     | mg/L | /100mL  |      |
| compliance limit   | 20                           | 20   | 1.00 | na              | 5.00            | na              | na   | na       | na   | na      | na   |
| Sampling Date      |                              |      |      |                 |                 |                 |      |          |      |         |      |
| 17-Jan-14          | 51                           | 5    | 0.13 | 0.92            | 10.00           | 1.20            | 3    | 14.2     | 6.29 | 8,900   | 7.23 |
| 31-Jan-14          | 6                            | 8    |      |                 |                 |                 |      |          |      |         |      |
| 21-Feb-14          | 5                            | 13   | 0.24 | 2.20            | 12.80           | 0.64            | 3.8  | 17.2     | 8.45 | 200,000 | 6.8  |
| 27-Mar-14          | 4                            | 8    | 0.23 | 9.20            | 6.88            | 0.89            | 11   | 18.8     | 7.65 | 7,200   | 7.23 |
| 29-Apr-14          | 4                            | 6    | 0.18 | 1.30            | 0.19            | <0.01           | 8    | 8.2      | 8.06 | 18,000  | 7.41 |
| 26-May-14          | 38                           | <10  | 0.30 | 2.00            | 5.60            | 0.53            | 4    | 10.1     | 5.34 | 65,000  | 7.04 |
| 20-Jun-14          | 14                           | <10  | 0.16 | 7.60            | 3.05            | 0.56            | 9.2  | 12.8     | 5.33 | 200,000 | 7.12 |
| 18-Jul-14          | 8                            | 14   | 0.34 | 6.70            | 1.18            | 0.74            | 12   | 13.9     | 4.06 | 0       | 7.05 |
| 30-Jul-14          |                              |      |      |                 | 4.14            | 0.27            |      |          |      |         |      |
| 31-Jul-14          |                              |      |      |                 | 4.83            | 0.30            |      |          |      |         |      |
| 21-Aug-14          | 22                           | 12   | 0.22 | 5.90            | 3.43            | 0.72            | 7.4  | 11.6     | 5.13 | 200,000 | 6.98 |
| 16-Sep-14          | 50                           | 4    | 1.90 | 6.30            | 1.22            | 0.49            | 13   | 14.7     | 3.21 | 76,000  | 7.38 |
| 29-Sep-14          | 14                           |      |      |                 |                 |                 |      |          |      |         |      |
| 27-Oct-14          | 10                           | 9    | 0.22 | 5.50            | 5.61            | 0.55            | 7.7  | 13.9     | 8    | 19,000  | 7.28 |
| 11-Nov-14          | 23                           | 13   | 0.21 | 3.50            | 3.99            | 0.73            | 5.6  | 10.3     | 5.91 | 4,800   | 7.22 |
| 16-Dec-14          | 8                            | 17   | 0.26 | 3.90            | 3.39            | 0.33            | 5.9  | 9.6      | 7.01 | 27,000  | 7.33 |
|                    |                              |      |      |                 |                 |                 |      |          |      |         |      |
| Q4 Sample count    | 3                            | 3    | 3    | 3               | 3               | 3               | 3    | 3        | 3    | 3       | 3    |
| Q4 Average         | 13.7                         | 13.0 | 0.2  | 4.3             | 4.3             | 0.5             | 6.4  | 11.3     | 7.0  | 16933.3 | 7.3  |
| YTD Average        | 18.4                         | 8.4  | 0.4  | 4.6             | 4.7             | 0.6             | 7.6  | 12.9     | 6.2  | 68825.0 | 7.2  |
| 12-mo Rolling Avg. | 18.4                         | 8.4  | 0.4  | 4.6             | 4.7             | 0.6             | 7.6  | 12.9     | 6.2  | 68825.0 | 7.2  |
| 12-mo Count        | 14                           | 13   | 12   | 12              | 14              | 14              | 12   | 12       | 12   | 12      | 12   |

notes:

 - Shaded area exceeds compliance limit.

1. Compliance Limits stipulated in Certificate of Approval for the Sewage System.
2. na - No compliance limits stipulated by Certificate of Approval.
3. YTD - Year to date

## **CH2MHILL.**

CH2M HILL Canada Limited  
72 Victoria Street S., Suite 300  
Ontario N2G 4Y9  
Kitchener, Ontario, N2G 4Y9  
Tel 519.579.3500  
Fax 519.579.8986

January 28, 2015

376569

Mini Lakes Residents Association  
7541 Wellington County Road 34, East  
Guelph, Ontario  
N1H - 6H9

Re: Groundwater & Surface Water Monitoring Report  
4st Quarter - October to December 2014

Attention: Ivan Horvat  
President

### **Background**

In accordance with Certificate of Approval - Sewage - No. 6792-6U8JKA (revised) - Mini Lakes Residents Association, quarterly groundwater sampling and monitoring and quarterly surface water sampling are required to be completed by the Mini Lakes Residents Association (MLRA).

The sewage treatment plant and associated disposal trenches were commissioned in April, 2001. This report is a summary of groundwater and surface water quality data obtained during the 4th quarter of 2014. All groundwater sampling and monitoring was performed on December 23, 2014. All surface water sampling and monitoring was performed on December 15, 2014.

Sampling and monitoring were performed by American Water Services (AWS) of Hamilton, Ontario. AWS performs the quarterly sampling and monitoring program, with quarterly report preparation by CH2M HILL Canada Limited. AWS is the operator of both the sewage treatment works and the water works systems.

There are nine groundwater sampling and monitoring locations and seven surface water sampling and monitoring locations. Figure 1-1 illustrates the locations of the groundwater and surface water sampling and monitoring locations included in the Mini Lakes program.

## Groundwater Sampling - Analytical Results

The groundwater sampling results from the 4th quarter in 2014 are included as attachments to this report (Attachment A). Table 1 is a summary of the concentrations observed in groundwater from all monitoring wells sampled for three key parameters that require monitoring as per the C of A including: nitrates, total phosphorus (Tp) and *Escherichia coli* (*E.coli*). These key parameters, nitrates, Tp and *E.coli*, were identified by the Ontario Ministry of the Environment and Climate Change (MOECC) during pre-construction discussions as the main parameters of concern. It should be noted that total coliforms were specified in the original Certificate of Approval No. 3-0356-99-006. However, a MOECC Technical Memorandum dated April 5, 2007 from the Technical Support Section of the West Central Region to the Environmental Officer of the Guelph District Office recommended that *E. coli* be reported instead of total coliforms. *E.coli* concentrations have been reported instead of total coliforms since July, 2007.

This summary report is comprised of groundwater data collected during the December 23, 2014 event in the 4th quarter of 2014 and surface water samples collected on December 15, 2014 discussed separately below. The groundwater sampling results are compared to;

- i) the Ontario Drinking Water Quality Standards (ODWQS) as indicated in Ontario Regulation 169/03
- ii) the Reasonable Use Policy (RUP) objectives established for Mini Lakes based on water quality conditions at the upstream property boundary prior to the commencement of the operation of the Class 6 - Wastewater Treatment System in April, 2001

The Nitrate concentration at the property boundary was considered the most critical nutrient of interest as identified by the MOECC during completion of the Certificate of Approval for Mini Lakes.

### Nitrate Concentrations:

The RUP for nitrate in the overburden aquifer at the downstream property boundary was set at 2.74 mg/L and is represented by groundwater monitoring well MW8. The concentration of nitrate at MW8 in the 4th quarter of 2014 was non-detectable. The RUP is derived from data collected at the upstream property boundary. The upstream property boundary is represented by MW1. The nitrate concentrations at both MW1 was also reported as non-detectable. Nitrate concentrations at these locations have been stable for the last 5 years as presented in Attachment B.

As a best management practice to understand nitrate concentrations across the site, all onsite monitoring locations were compared to the RUP. During the 4th quarter of 2014, the nitrate concentration was above the RUP at MW2 (3.48 mg/L) and MW4 (4.99 mg/L). Nitrate concentrations at these locations which are located closest to the infiltration cells have often exceeded the RUP since sampling and monitoring began in 2001 with concentrations over the last 5 years ranging from <0.1 to 8 mg/L at MW2 and 3.7 to 10.9 mg/L at MW4. Nitrate concentrations for the last 5 years at these locations are presented in

Attachment B. In general nitrate concentrations tend to be higher in spring/early summer than fall. Although concentrations of nitrate exceeds the RUP at MW2 and MW4, concentrations of nitrate at all other locations are either non-detect or below the RUP.

### **Total Phosphorus (Tp) Concentrations:**

There is no ODWQS for Tp in groundwater. The observed concentration for Tp at the upstream property boundary, MW1, during the 4<sup>th</sup> quarter of 2014 was 0.11 mg/L. At the downstream property boundary, MW8, the observed Tp concentration was 0.035 mg/L. Concentrations of Tp in groundwater at MW1 and MW8 have been stable for the last 5 years as presented in attachment B.

The highest Tp concentration observed in the 4<sup>th</sup> quarter of 2014 was at MW10, with a reported concentration of 3.80 mg/L. The remaining locations had concentrations of Tp similar to previous concentrations reported since 2010. The Tp concentration continues to be elevated at MW10 since the well was installed in 2010. Concentrations of Tp at MW10 since 2010 have fluctuated ranging between 0.45 to 19 mg/L as presented in Attachment B. Elevated concentrations of Tp were first reported at MW10 in 2011, peaking during the 3<sup>rd</sup> quarter. Since then the concentrations have declined.

### ***Escherichia coli* Concentrations:**

The ODWQS for *E. coli* in groundwater is 0 CFU/100mL. The *E. coli* count observed at both MW1 and MW8 was 0 CFU/100mL during the 4<sup>th</sup> quarter of 2014. The *E. coli* count at all other monitoring locations was also reported as 0 CFU/100mL during the 4<sup>th</sup> quarter. In general *E. coli* at all locations were similar to the 3<sup>rd</sup> quarter of 2014 with the exception of MW9 which noticeably rose in concentration during the 3<sup>rd</sup> quarter (to 31 CFU/100ml) but has declined to 0 CFU/100mL in the 4<sup>th</sup> quarter of 2014.

### **Overburden Groundwater Elevations**

Water level elevations were measured in each monitoring well prior to purging and sampling during the 4<sup>th</sup> quarter of 2014. The actual overburden groundwater elevations and "top of casing" elevations in each monitoring well are calculated from topographic survey measurements taken at each monitoring well. The 4<sup>th</sup> quarter water level measurements were taken on December 23, 2014.

Table 2 is a summary of the 4<sup>th</sup> quarter groundwater elevation measurements and the actual groundwater elevations.

A comparison of the groundwater elevations (metres below ground surface - mbgs) between the 4<sup>th</sup> quarter of 2013, and the 4<sup>th</sup> quarter of 2014, indicates a slight increase in overburden groundwater elevation in the 4<sup>th</sup> quarter of 2014, compared to the same quarter in 2013 at 5 of 9 monitoring locations. The increase in elevation between January 2014 (represents 4<sup>th</sup> quarter 2013) and December 2014 ranged between 0.03 m (MW7) to 0.13 m (MW4). Decreases in overburden groundwater elevation was observed in 4 of 9 monitoring

locations when comparing 4<sup>th</sup> quarter 2013 data to 4<sup>th</sup> quarter 2014 data. Decreases in elevation ranged from 0.03m (MW2 and MW8) to 0.12m (MW1). Groundwater elevation data for the last 5 years is presented in Attachment C. In general water elevations show a stable trend since 2010 with seasonal fluctuations related to precipitation. Seasonal trends in groundwater elevation show that groundwater tends to be high in the spring and low in the summer, increasing again in the fall. In general as presented in the previous annual sampling reports, the groundwater flow direction in the overburden is in a west-southwest direction.

## **Surface Water Sampling – Analytical Results**

During the 4<sup>th</sup> quarter in 2014, surface water sampling was conducted on December 15, 2014, as required in the C of A. These sampling results are included as an attachment to the report (Attachment D). Table 3 is a summary of the concentrations detected in the surface water from all monitoring locations for the key parameters of nitrates, Tp and *E. coli*.

This summary report is comprised of surface water data collected during the December 15 monitoring event in the 4<sup>th</sup> quarter of 2014. The results are compared to;

- i) the Provincial Water Quality Objectives – 1994

### **Nitrate Concentrations:**

During initial criteria evaluation prior to project initiation, the original criteria for nitrate at the downstream property boundary, represented by surface water sampling station, SW6, was 1.08 mg/L, based on historical results and the maximum concentration for nitrate observed at the downstream property boundary. The new guideline is 3.0 mg/L as specified in the Canadian Environmental Quality Guidelines (CEQG). The nitrate concentration observed at the upstream property boundary, represented by SW1, was not detected. At the downstream property boundary, represented by SW6, the nitrate concentration was reported as 0.28 mg/L. The maximum nitrate concentration of 0.44 mg/L was observed at SW5 during the 4<sup>th</sup> quarter of 2014. Nitrate concentrations at all of the surface water sample locations have been reported below the CEQG since 2010.

### **Total Phosphorus (Tp) Concentrations:**

The Total Phosphorus (Tp) Water Quality Fishery Objective for lakes and ponds is 0.03 mg/L. At the upstream property boundary, represented by SW1, the Tp observed was 0.02 mg/L. At the downstream property boundary (SW6), the Tp concentration was 0.02 mg/L. Tp was not detected at any of the other surface water sampling locations in the 4<sup>th</sup> quarter of 2014. Tp concentrations from 2010 to 2014 are presented in Attachment E. While occasional exceedances of the PWQO have been observed at SW3, SW4, SW5 and SW7 over the last 5 years, Tp concentrations have stayed below the baseline concentration of 0.1 mg/L in surface water which was measured at the downstream property boundary in 1998.

### ***Escherichia coli* Concentrations:**

The *E. coli* concentration at the upstream property boundary, SW1, was 46 CFU/100 mL. At the downstream property boundary, SW6, the *E. coli* concentration was 19 CFU/100 mL. The maximum *E. coli* concentration in the 4<sup>th</sup> quarter of 2014 was observed at SW1 at 46 CFU/100 mL. SW1 is an onsite location, located at the north end of the property at the farthest point from the surface water discharge for the property. *E. coli* was also detected at SW3 (8 CFU/100mL), SW5 (12 CFU/100mL) and SW7 (22 CFU/100mL). *E. coli* concentrations from 2010 to 2014 are presented in Attachment E. Concentrations have fluctuated throughout each year and tend to be higher in the third quarter of each year. With the exception of SW1 which tends to be highest in the fourth quarter.

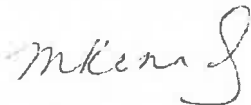
### **Limitations**

This report has been reviewed by a Professional Geoscientist from CH2M HILL Canada Limited. All sampling, monitoring and lab analyses were performed and reported by others. This report summarizes the results of this work only and cannot substantiate whether or not approved MOE procedures and standard protocol were followed during the collection of the samples. This letter has been prepared in accordance with generally accepted environmental engineering practices for the exclusive use of the Mini Lakes Residents Association (Mini Lakes). Third parties cannot rely upon the findings and conclusions presented without express written consent of CH2M HILL and Mini Lakes through an extension of reliance using a reliance letter signed by both parties. CH2M HILL accepts no responsibility for damages, if any, incurred by any third party as a result of decisions made or actions based on this letter.

We trust this report meets with your approval, however should you have any questions please do not hesitate to contact the undersigned.

Sincerely,

CH2M HILL Canada Limited



Mary Kennedy, MSc.  
Project Manager

CH2M HILL Canada Limited



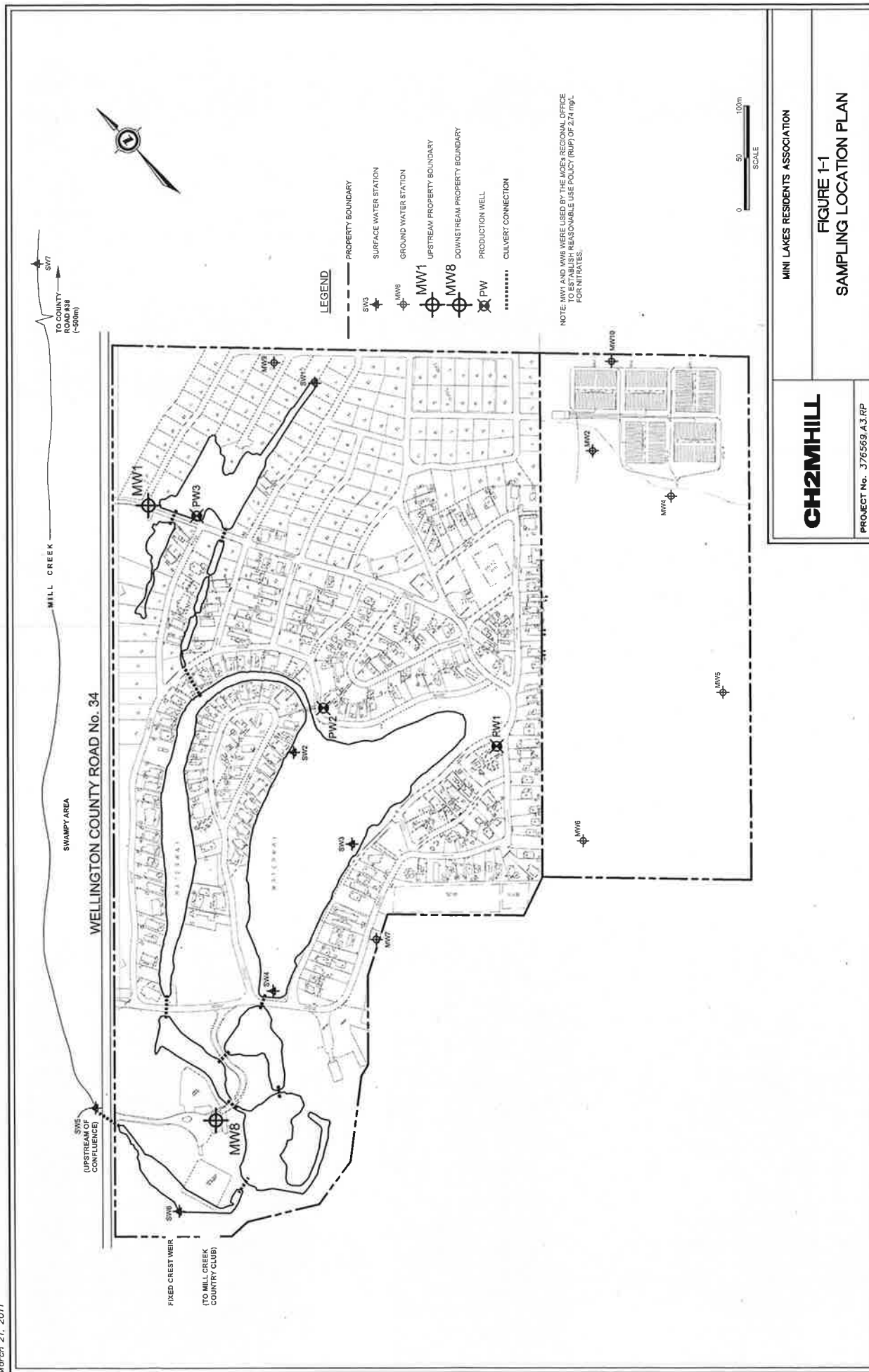
Kurt Hansen, M.E.S., P.Geo  
Senior Technical Reviewer

cc: Jamie Croft  
Stantec Consultants



**Figure**

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## Tables

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# Table 1

## Mini Lakes Residents Association Nutrient Concentrations observed Q4 - December 2014 Ground Water Monitoring Wells

| Well No. | NITRATES<br>mg/L | RUP<br>mg/L | T. PHOSPHORUS<br>mg/L | MAC - ODWQS<br>mg/L | Escherichia coli<br>CFU/100mL | MAC - ODWQS<br>CFU/100mL |
|----------|------------------|-------------|-----------------------|---------------------|-------------------------------|--------------------------|
| * MW1    | ND               | 2.74        | 0.11                  | N/A                 | 0                             | 0                        |
| MW2      | 3.48             | 2.74        | ND                    | N/A                 | 0                             | 0                        |
| MW4      | 4.99             | 2.74        | ND                    | N/A                 | 0                             | 0                        |
| MW5      | 0.21             | 2.74        | ND                    | N/A                 | 0                             | 0                        |
| MW6      | 0.43             | 2.74        | ND                    | N/A                 | 0                             | 0                        |
| MW7      | ND               | 2.74        | ND                    | N/A                 | 0                             | 0                        |
| ** MW8   | ND               | 2.74        | 0.035                 | N/A                 | 0                             | 0                        |
| MW9      | ND               | 2.74        | 0.042                 | N/A                 | 0                             | 0                        |
| MW10     | ND               | 2.74        | 3.80                  | N/A                 | 0                             | 0                        |

### Notes:

- \* MW1 - upstream property boundary
- \*\* MW8 - downstream property boundary
- exceeds RUP or ODWQS at property boundary
- Non-detectable
- <sup>a</sup> - Values reported may be biased low due to overgrowth
- N/A - Not Applicable
- RUP - Reasonable Use Policy Guideline
- MAC - Maximum Allowable Concentration
- ODWQS - Ontario Drinking Water Quality Standard

**Table 2**  
**Mini Lakes Residents Association**  
**Groundwater Monitoring Well Program**  
**Comparison between Ground Water Elevations - Q4 - 2013 vs. Q4 - 2014**

| Location | Ground<br>(masl) | Top of<br>Casing<br>(masl) | Stick-Up<br>Height<br>(m) | January 2014           |                           | December 2014          |                           | Variance<br>between Jan 2014 and<br>Dec 2014<br>(m) |
|----------|------------------|----------------------------|---------------------------|------------------------|---------------------------|------------------------|---------------------------|---|
|          |                  |                            |                           | Water Level<br>(mbtoc) | Water Elevation<br>(masl) | Water Level<br>(mbtoc) | Water Elevation<br>(masl) |   |
| MW1      | 322.46           | 323.01                     | 0.55                      | 1.29                   | 321.72                    | 1.41                   | 321.60                    | -0.12   |
| MW2      | 323.26           | 324.20                     | 0.94                      | 2.37                   | 321.83                    | 2.40                   | 321.80                    | -0.03   |
| MW4      | 322.22           | 323.24                     | 1.02                      | 2.13                   | 321.11                    | 2.00                   | 321.24                    | 0.13  |
| MW5      | 322.12           | 323.04                     | 0.92                      | 2.00                   | 321.04                    | 1.95                   | 321.09                    | 0.05  |
| MW6      | 320.93           | 321.93                     | 1.00                      | 2.03                   | 319.90                    | 1.97                   | 319.96                    | 0.06  |
| MW7      | 320.25           | 321.18                     | 0.93                      | 1.91                   | 319.27                    | 1.88                   | 319.30                    | 0.03  |
| MW8      | 319.76           | 320.56                     | 0.80                      | 1.67                   | 318.89                    | 1.70                   | 318.86                    | -0.03   |
| MW9      | 322.02           | 322.84                     | 0.82                      | 0.86                   | 321.98                    | 0.94                   | 321.90                    | -0.08   |
| MW10     | 324.06           | 325.16                     | 1.10                      | 2.80                   | 322.36                    | 2.75                   | 322.41                    | 0.05  |

**Notes**

(-) - Indicates Decrease in GW Level between same Quarter - 2013 and 2014

**Bold** indicates Increase in GW Level - \* In Q4-2014, GW Levels have **INCREASED** at half of the locations and **DECREASED** at the other half

m- meters

masl - meters above sea level

mbtoc - meters below top of casing

### Table 3

#### Mini Lakes Residents Association Nutrient Concentrations Observed Q4 - December 2014 Surface Water Monitoring

| Well No.<br>CEQG | NITRATES<br>mg/L<br>3.0 | CEGQ<br>mg/L | Exceedances | T. PHOSPHORUS<br>mg/L<br>0.03 | CEGQ<br>mg/L | Exceedances<br>(Policy Guideline) | Escherichia coli<br>CFU/100mL | PWQO<br>CFU/100mL | Exceedances |
|------------------|-------------------------|--------------|-------------|-------------------------------|--------------|-----------------------------------|-------------------------------|-------------------|-------------|
| * SW1            | ND                      | 3.0          | None        | 0.020                         | 0.03         | None                              | 46                            | 100               | None        |
| SW2              | 0.15                    | 3.0          | None        | ND                            | 0.03         | None                              | 0                             | 100               | None        |
| SW3              | 0.16                    | 3.0          | None        | ND                            | 0.03         | None                              | 8                             | 100               | None        |
| SW4              | 0.13                    | 3.0          | None        | ND                            | 0.03         | None                              | 0                             | 100               | None        |
| SW5              | 0.44                    | 3.0          | None        | ND                            | 0.03         | None                              | 12                            | 100               | None        |
| ** SW6           | 0.28                    | 3.0          | None        | 0.020                         | 0.03         | None                              | 19                            | 100               | None        |
| SW7              | 0.21                    | 3.0          | None        | ND                            | 0.03         | None                              | 22                            | 100               | None        |

**Notes:**

- \* SW1 - upstream property boundary
- \*\* SW6 - downstream property boundary
- PWQO - Provincial Water Quality Objectives - PWQO - 1994 - (Lakes and ponds
- CEQG - Canadian Environmental Quality Guideline - 201;
- ND - Non-detectable
- Exceeds PWQO at property boundary

Surface water samples collected December 15, 2014

**Attachment A**  
**Groundwater - Analytical Results**

---

Your Project #: MINI LAKES  
Site Location: GUELPH, ON

**Attention: Allan Hill**

American Water Services Canada Corp  
701 Main Street W  
Suite 100  
Hamilton, ON  
L8S 1A2

Your C.O.C. #: 120F1, 120F2, 120F4, 120F5, 120F6, 120F7, 120F8, 120F9,  
120FA

**Report Date: 2015/01/02**  
**Report #: R3276249**  
**Version: 1 - Final**

**CERTIFICATE OF ANALYSIS**

**MAXXAM JOB #: B402952**

**Received: 2014/12/23, 14:05**

Sample Matrix: Water  
# Samples Received: 9

| Analyses                                     | Quantity | Date<br>Extracted | Date<br>Analyzed | Laboratory Method | Reference           |
|--|----------|-------------------|------------------|-------------------|---------------------|
| Carbonaceous BOD                             | 9        | N/A               | 2015/01/01       | CAM SOP-00427     | SM 22 5210B m       |
| Dissolved Organic Carbon (DOC) (1)           | 9        | N/A               | 2014/12/29       | CAM SOP-00446     | SM 22 5310 B m      |
| E.coli, (CFU/100mL)                          | 9        | N/A               | 2014/12/23       | CAM SOP-00552     | MOE LSB E3371       |
| Total Ammonia-N                              | 9        | N/A               | 2014/12/31       | CAM SOP-00441     | EPA GS I-2522-90 m  |
| Nitrate (NO3) and Nitrite (NO2) in Water (2) | 9        | N/A               | 2014/12/31       | CAM SOP-00440     | SM 22 4500-NO3/NO2B |
| Total Kjeldahl Nitrogen in Water             | 9        | 2014/12/30        | 2014/12/31       | CAM SOP-00454     | EPA 351.2 m         |
| Total Phosphorus (Colourimetric)             | 9        | 2014/12/30        | 2014/12/31       | CAM SOP-00407     | SM 4500 P B F m     |
| Total Suspended Solids                       | 8        | N/A               | 2014/12/24       | CAM SOP-00428     | SM 22 2540D m       |
| Total Suspended Solids                       | 1        | N/A               | 2014/12/29       | CAM SOP-00428     | SM 22 2540D m       |

\* RPDs calculated using raw data. The rounding of final results may result in the apparent difference.

(1) Dissolved Organic Carbon (DOC) present in the sample should be considered as non-purgeable DOC.

(2) Values for calculated parameters may not appear to add up due to rounding of raw data and significant figures.

**Encryption Key**

Please direct all questions regarding this Certificate of Analysis to your Project Manager.

Hina Ahmed, Project Manager

Email: HAHmed@maxxam.ca

Phone# (905)817-5734

=====

Maxxam has procedures in place to guard against improper use of the electronic signature and have the required "signatories", as per section 5.10.2 of ISO/IEC 17025:2005(E), signing the reports. For Service Group specific validation please refer to the Validation Signature Page.



Maxxam Job #: B4O2952  
Report Date: 2015/01/02

American Water Services Canada Corp  
Client Project #: MINI LAKES  
Site Location: GUELPH, ON  
Sampler Initials: JW

### RESULTS OF ANALYSES OF WATER

| Maxxam ID     |       | YZ0491              |     |          | YZ0492              | YZ0493              | YZ0494              | YZ0495              | YZ0496              |     |          |
|---------------|-------|---------------------|-----|----------|---------------------|---------------------|---------------------|---------------------|---------------------|-----|----------|
| Sampling Date |       | 2014/12/23<br>10:20 |     |          | 2014/12/23<br>08:20 | 2014/12/23<br>08:00 | 2014/12/23<br>09:25 | 2014/12/23<br>09:50 | 2014/12/23<br>10:10 |     |          |
| COC Number    |       | 120F1               |     |          | 120F2               | 120F4               | 120F5               | 120F6               | 120F7               |     |          |
|               | Units | MW 1                | RDL | QC Batch | MW-2                | MW-4                | MW-5                | MW-6                | MW-7                | RDL | QC Batch |

#### Inorganics

|                               |      |      |       |         |      |      |      |      |     |       |         |
|-------------------------------|------|------|-------|---------|------|------|------|------|-----|-------|---------|
| Total Ammonia-N               | mg/L | 1.7  | 0.050 | 3870834 | ND   | ND   | ND   | ND   | ND  | 0.050 | 3870834 |
| Total Carbonaceous BOD        | mg/L | ND   | 2     | 3871715 | ND   | ND   | ND   | ND   | ND  | 2     | 3871715 |
| Total Kjeldahl Nitrogen (TKN) | mg/L | 2.1  | 0.20  | 3873415 | 0.14 | 0.17 | ND   | 0.16 | ND  | 0.10  | 3873415 |
| Dissolved Organic Carbon      | mg/L | 22   | 0.20  | 3870698 | 1.3  | 1.0  | 1.0  | 0.85 | 2.0 | 0.20  | 3870698 |
| Total Phosphorus              | mg/L | 0.11 | 0.020 | 3873339 | ND   | ND   | ND   | ND   | ND  | 0.020 | 3873339 |
| Total Suspended Solids        | mg/L | 48   | 10    | 3871081 | ND   | ND   | ND   | ND   | ND  | 10    | 3870816 |
| Nitrite (N)                   | mg/L | ND   | 0.010 | 3870792 | ND   | ND   | ND   | ND   | ND  | 0.010 | 3870792 |
| Nitrate (N)                   | mg/L | ND   | 0.10  | 3870792 | 3.48 | 4.99 | 0.21 | 0.43 | ND  | 0.10  | 3870792 |
| Nitrate + Nitrite             | mg/L | ND   | 0.10  | 3870792 | 3.48 | 4.99 | 0.21 | 0.43 | ND  | 0.10  | 3870792 |

RDL = Reportable Detection Limit

QC Batch = Quality Control Batch

ND = Not detected

| Maxxam ID     |       | YZ0497              | YZ0498              |     | YZ0499              |     |          |
|---------------|-------|---------------------|---------------------|-----|---------------------|-----|----------|
| Sampling Date |       | 2014/12/23<br>10:30 | 2014/12/23<br>09:05 |     | 2014/12/23<br>08:45 |     |          |
| COC Number    |       | 120F8               | 120F9               |     | 120FA               |     |          |
|               | Units | MW-8                | MW-9                | RDL | MW-10               | RDL | QC Batch |

#### Inorganics

|                               |      |         |       |       |        |       |         |
|-------------------------------|------|---------|-------|-------|--------|-------|---------|
| Total Ammonia-N               | mg/L | 2.1 (1) | 0.78  | 0.050 | ND     | 0.050 | 3870834 |
| Total Carbonaceous BOD        | mg/L | ND      | ND    | 2     | ND     | 2     | 3871715 |
| Total Kjeldahl Nitrogen (TKN) | mg/L | 1.8 (1) | 0.98  | 0.10  | ND (2) | 2.0   | 3873415 |
| Dissolved Organic Carbon      | mg/L | 6.5     | 7.5   | 0.20  | 1.2    | 0.20  | 3870698 |
| Total Phosphorus              | mg/L | 0.035   | 0.042 | 0.020 | 3.8    | 0.10  | 3873339 |
| Total Suspended Solids        | mg/L | ND      | ND    | 10    | 14000  | 50    | 3870816 |
| Nitrite (N)                   | mg/L | ND      | ND    | 0.010 | ND     | 0.010 | 3870792 |
| Nitrate (N)                   | mg/L | ND      | ND    | 0.10  | ND     | 0.10  | 3870792 |
| Nitrate + Nitrite             | mg/L | ND      | ND    | 0.10  | ND     | 0.10  | 3870792 |

RDL = Reportable Detection Limit

QC Batch = Quality Control Batch

ND = Not detected

(1) TKN < NH4: Both values fall within acceptable RPD limits for duplicates and are likely equivalent.

(2) Due to the sample matrix, sample required dilution. Detection limit was adjusted accordingly.

Maxxam Job #: B4O2952  
Report Date: 2015/01/02

American Water Services Canada Corp  
Client Project #: MINI LAKES  
Site Location: GUELPH, ON  
Sampler Initials: JW

**MICROBIOLOGY (WATER)**

| Maxxam ID                        |           | YZ0491              | YZ0492              | YZ0493              | YZ0494              | YZ0495              | YZ0496              | YZ0497              |          |
|----------------------------------|-----------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|----------|
| Sampling Date                    |           | 2014/12/23<br>10:20 | 2014/12/23<br>08:20 | 2014/12/23<br>08:00 | 2014/12/23<br>09:25 | 2014/12/23<br>09:50 | 2014/12/23<br>10:10 | 2014/12/23<br>10:30 |          |
| COC Number                       |           | 120F1               | 120F2               | 120F4               | 120F5               | 120F6               | 120F7               | 120F8               |          |
|                                  | Units     | MW 1                | MW-2                | MW-4                | MW-5                | MW-6                | MW-7                | MW-8                | QC Batch |
| <b>Microbiological</b>           |           |                     |                     |                     |                     |                     |                     |                     |          |
| Escherichia coli                 | CFU/100mL | 0                   | 0                   | 0                   | 0                   | 0                   | 0                   | 0                   | 3870543  |
| QC Batch = Quality Control Batch |           |                     |                     |                     |                     |                     |                     |                     |          |

| Maxxam ID                        |           | YZ0498              | YZ0499              |          |
|----------------------------------|-----------|---------------------|---------------------|----------|
| Sampling Date                    |           | 2014/12/23<br>09:05 | 2014/12/23<br>08:45 |          |
| COC Number                       |           | 120F9               | 120FA               |          |
|                                  | Units     | MW-9                | MW-10               | QC Batch |
| <b>Microbiological</b>           |           |                     |                     |          |
| Escherichia coli                 | CFU/100mL | 0                   | 0                   | 3870543  |
| QC Batch = Quality Control Batch |           |                     |                     |          |

Maxxam Job #: B4Q2952  
Report Date: 2015/01/02

American Water Services Canada Corp  
Client Project #: MINI LAKES  
Site Location: GUELPH, ON  
Sampler Initials: JW

#### GENERAL COMMENTS

Each temperature is the average of up to three cooler temperatures taken at receipt

|           |       |
|-----------|-------|
| Package 1 | 3.0°C |
| Package 2 | 4.7°C |

**Results relate only to the items tested.**

Maxxam Job #: B4O2952  
Report Date: 2015/01/02

American Water Services Canada Corp  
Client Project #: MINI LAKES  
Site Location: GUELPH, ON  
Sampler Initials: JW

**QUALITY ASSURANCE REPORT**

| QA/QC | Batch   | Init | QC Type                  | Parameter                     | Date Analyzed | Value             | Recovery | Units | QC Limits |
|-------|---------|------|--------------------------|-------------------------------|---------------|-------------------|----------|-------|-----------|
|       | 3870698 | EAX  | Matrix Spike             | Dissolved Organic Carbon      | 2014/12/29    |                   | 94       | %     | 80 - 120  |
|       | 3870698 | EAX  | Spiked Blank             | Dissolved Organic Carbon      | 2014/12/29    |                   | 99       | %     | 80 - 120  |
|       | 3870698 | EAX  | Method Blank             | Dissolved Organic Carbon      | 2014/12/29    | 0.25,<br>RDL=0.20 |          | mg/L  |           |
|       | 3870698 | EAX  | RPD                      | Dissolved Organic Carbon      | 2014/12/29    | 0.39              |          | %     | 20        |
|       | 3870792 | C_N  | Matrix Spike [YZ0497-01] | Nitrite (N)                   | 2014/12/31    |                   | 99       | %     | 80 - 120  |
|       |         |      |                          | Nitrate (N)                   | 2014/12/31    |                   | 101      | %     | 80 - 120  |
|       | 3870792 | C_N  | Spiked Blank             | Nitrite (N)                   | 2014/12/31    |                   | 96       | %     | 80 - 120  |
|       |         |      |                          | Nitrate (N)                   | 2014/12/31    |                   | 98       | %     | 80 - 120  |
|       | 3870792 | C_N  | Method Blank             | Nitrite (N)                   | 2014/12/31    | ND,<br>RDL=0.010  |          | mg/L  |           |
|       |         |      |                          | Nitrate (N)                   | 2014/12/31    | ND,<br>RDL=0.10   |          | mg/L  |           |
|       | 3870792 | C_N  | RPD [YZ0497-01]          | Nitrite (N)                   | 2014/12/31    | NC                |          | %     | 25        |
|       |         |      |                          | Nitrate (N)                   | 2014/12/31    | NC                |          | %     | 25        |
|       | 3870816 | GKR  | QC Standard              | Total Suspended Solids        | 2014/12/24    |                   | 99       | %     | 85 - 115  |
|       | 3870816 | GKR  | Method Blank             | Total Suspended Solids        | 2014/12/24    | ND,<br>RDL=10     |          | mg/L  |           |
|       | 3870816 | GKR  | RPD                      | Total Suspended Solids        | 2014/12/24    | NC                |          | %     | 25        |
|       | 3870834 | AHA  | Matrix Spike [YZ0491-04] | Total Ammonia-N               | 2014/12/31    |                   | NC       | %     | 80 - 120  |
|       | 3870834 | AHA  | Spiked Blank             | Total Ammonia-N               | 2014/12/31    |                   | 100      | %     | 85 - 115  |
|       | 3870834 | AHA  | Method Blank             | Total Ammonia-N               | 2014/12/31    | ND,<br>RDL=0.050  |          | mg/L  |           |
|       | 3870834 | AHA  | RPD [YZ0491-04]          | Total Ammonia-N               | 2014/12/31    | 0.42              |          | %     | 20        |
|       | 3871081 | GKR  | QC Standard              | Total Suspended Solids        | 2014/12/29    |                   | 96       | %     | 85 - 115  |
|       | 3871081 | GKR  | Method Blank             | Total Suspended Solids        | 2014/12/29    | ND,<br>RDL=10     |          | mg/L  |           |
|       | 3871081 | GKR  | RPD                      | Total Suspended Solids        | 2014/12/29    | NC                |          | %     | 25        |
|       | 3871715 | FZH  | QC Standard              | Total Carbonaceous BOD        | 2015/01/01    |                   | 105      | %     | 75 - 125  |
|       | 3871715 | FZH  | Method Blank             | Total Carbonaceous BOD        | 2015/01/01    | ND, RDL=2         |          | mg/L  |           |
|       | 3871715 | FZH  | RPD [YZ0492-03]          | Total Carbonaceous BOD        | 2015/01/01    | NC                |          | %     | 25        |
|       | 3873339 | VRO  | Matrix Spike             | Total Phosphorus              | 2014/12/31    |                   | 101      | %     | 80 - 120  |
|       | 3873339 | VRO  | QC Standard              | Total Phosphorus              | 2014/12/31    |                   | 100      | %     | 80 - 120  |
|       | 3873339 | VRO  | Spiked Blank             | Total Phosphorus              | 2014/12/31    |                   | 101      | %     | 80 - 120  |
|       | 3873339 | VRO  | Method Blank             | Total Phosphorus              | 2014/12/31    | ND,<br>RDL=0.020  |          | mg/L  |           |
|       | 3873339 | VRO  | RPD                      | Total Phosphorus              | 2014/12/31    | 2.2               |          | %     | 20        |
|       | 3873415 | RTY  | Matrix Spike [YZ0495-04] | Total Kjeldahl Nitrogen (TKN) | 2014/12/31    |                   | 94       | %     | 80 - 120  |
|       | 3873415 | RTY  | QC Standard              | Total Kjeldahl Nitrogen (TKN) | 2014/12/31    |                   | 94       | %     | 80 - 120  |
|       | 3873415 | RTY  | Spiked Blank             | Total Kjeldahl Nitrogen (TKN) | 2014/12/31    |                   | 87       | %     | 80 - 120  |
|       | 3873415 | RTY  | Method Blank             | Total Kjeldahl Nitrogen (TKN) | 2014/12/31    | ND,<br>RDL=0.10   |          | mg/L  |           |

Maxxam Job #: B402952  
Report Date: 2015/01/02

American Water Services Canada Corp  
Client Project #: MINI LAKES  
Site Location: GUELPH, ON  
Sampler Initials: JW

### QUALITY ASSURANCE REPORT(CONT'D)

| QA/QC  |      |                 | Date                          |            | Value | Recovery | Units | QC Limits |
|--|------|-----------------|-------------------------------|------------|-------|----------|-------|-----------|
| Batch  | Init | QC Type         | Parameter                     | Analyzed   |       |          |       |           |
| 3873415  | RTY  | RPD [YZ0495-04] | Total Kjeldahl Nitrogen (TKN) | 2014/12/31 | NC    |          | %     | 20        |
| <p>Duplicate: Paired analysis of a separate portion of the same sample. Used to evaluate the variance in the measurement.</p> <p>Matrix Spike: A sample to which a known amount of the analyte of interest has been added. Used to evaluate sample matrix interference.</p> <p>QC Standard: A sample of known concentration prepared by an external agency under stringent conditions. Used as an independent check of method accuracy.</p> <p>Spiked Blank: A blank matrix sample to which a known amount of the analyte, usually from a second source, has been added. Used to evaluate method accuracy.</p> <p>Method Blank: A blank matrix containing all reagents used in the analytical procedure. Used to identify laboratory contamination.</p> <p>NC (Matrix Spike): The recovery in the matrix spike was not calculated. The relative difference between the concentration in the parent sample and the spiked amount was too small to permit a reliable recovery calculation (matrix spike concentration was less than 2x that of the native sample concentration).</p> <p>NC (Duplicate RPD): The duplicate RPD was not calculated. The concentration in the sample and/or duplicate was too low to permit a reliable RPD calculation (one or both samples &lt; 5x RDL).</p> |      |                 |                               |            |       |          |       |           |

Maxxam Job #: B402952  
Report Date: 2015/01/02

American Water Services Canada Corp  
Client Project #: MINI LAKES  
Site Location: GUELPH, ON  
Sampler Initials: JW

### VALIDATION SIGNATURE PAGE

The analytical data and all QC contained in this report were reviewed and validated by the following individual(s).



Brad Newman, Scientific Specialist



Tharmini Sivalingam, Team Leader

---

Maxxam has procedures in place to guard against improper use of the electronic signature and have the required "signatories", as per section 5.10.2 of ISO/IEC 17025:2005(E), signing the reports. For Service Group specific validation please refer to the Validation Signature Page.

# CHAIN OF CUSTODY RECORD

Page 1 of 1

MAXXAM WATER 187241 Campside Road, Mississauga, ON, M5R 1N7  
Tel: 905-817-5777 Fax: 905-817-5777

|   |  |  |  |   |  |  |  |
|---|--|--|--|---|--|--|--|
| <b>INVOICE INFORMATION</b><br>Company Name: Mini Lakes Residents Association (Client) 13044<br>Contact Name: Accounts Payable<br>Address: 7541 Wellington Rd. 34, Corp 1<br>City: Burlington, ON N7H 5H0<br>Phone: 519-765-1305 519-763-5474<br>Email: minilakes@bellnet.ca |  | <b>REPORT INFORMATION (if differs from invoice):</b><br>Company Name: American Water Canada Corp.<br>Contact Name: Allen Hill<br>Address: 200 Eastport Blvd<br>City: Hamilton, Ontario, L8M 7S4<br>Phone: (905) 879-1595 Fax: 905-521-5615<br>Email: refer to comments |  | <b>PROJECT INFORMATION:</b><br>Question # A-02143<br>P.C.#<br>Project #<br>Project Name<br>Location<br>Sampled By |  | <b>MAXXAM JOB NUMBER:</b><br>CLIENT ID #<br>9206 |  |
|---|--|--|--|---|--|--|--|

|   |  |  |  |
|---|--|--|--|
| <b>REGULATORY CRITERIA</b><br>Water for regulated drinking water samples - please use the Drinking Water Chain of Custody Form<br><input type="checkbox"/> WISA Reg 153<br><input type="checkbox"/> Table 1<br><input type="checkbox"/> PMCO Table 2<br><input type="checkbox"/> Table 3<br><input type="checkbox"/> Reg 558<br>Report Criteria on C of A? <input type="checkbox"/> |  | <b>TURNAROUND TIME (TAT) REQUIRED:</b><br>PLEASE PROVIDE ADVANCE NOTICE FOR RUSH PROJECTS<br>Regular (Standard) TAT: <input checked="" type="checkbox"/> 5 to 7 Working Days<br>Rush TAT: Rush Confirmation # (call Lab for #)<br><input type="checkbox"/> 1 day <input type="checkbox"/> 2 days <input type="checkbox"/> 3 days<br>DATE Required<br>TIME Required |  |
|---|--|--|--|

| SAMPLES MUST BE KEPT COOL ( < 10 °C ) FROM TIME OF SAMPLING UNTIL DELIVERY TO MAXXAM |           |              |                             |             |                                  |                               |           |     |    | ANALYSIS REQUESTED (Please be specific): |                  |                 |     |        |              |          |   |  |  | # of Cont. | COMMENTS / TAT COMMENTS |
|--|-----------|--------------|-----------------------------|-------------|----------------------------------|-------------------------------|-----------|-----|----|--|------------------|-----------------|-----|--------|--------------|----------|---|--|--|------------|-------------------------|
| Sample Identification  | Waletax # | Date Sampled | Time Sampled (24 hr. clock) | Matrix      | Regulated Drinking Water 2 (Y/N) | Metals Field Filtered 2 (Y/N) | ECOC, DOC | TSS | TP | Total Ammonia Nitrogen                   | Nitrate Nitrogen | Metals Nitrogen | TKN | E Coli | Conductivity | Chloride |   |  |  |            |                         |
| 1 MW-1   | 120F1     | DEC 23/14    | 1050                        | Groundwater | N                                | N                             | N         | N   | N  | N  | N                | N               | N   | N      | N            | N        | 5 | Please forward results to the following e-mails: |  |            |                         |
| 2 MW-2   | 120F2     | DEC 23/14    | 0930                        | Groundwater | N                                | N                             | N         | N   | N  | N  | N                | N               | N   | N      | N            | N        | 5 | Please lab filter for Sodium                     |  |            |                         |
| 3 MW-4   | 120F4     | DEC 23/14    | 0930                        | Groundwater | N                                | N                             | N         | N   | N  | N  | N                | N               | N   | N      | N            | N        | 5 | apranjey@amwater.com                             |  |            |                         |
| 4 MW-5   | 120F5     | DEC 23/14    | 0925                        | Groundwater | N                                | N                             | N         | N   | N  | N  | N                | N               | N   | N      | N            | N        | 5 | Ed.McGurk@ch2m.com                               |  |            |                         |
| 5 MW-6   | 120F6     | DEC 23/14    | 0950                        | Groundwater | N                                | N                             | N         | N   | N  | N  | N                | N               | N   | N      | N            | N        | 5 |  |  |            |                         |
| 6 MW-7   | 120F7     | DEC 23/14    | 1010                        | Groundwater | N                                | N                             | N         | N   | N  | N  | N                | N               | N   | N      | N            | N        | 5 |  |  |            |                         |
| 7 MW-8   | 120F8     | DEC 23/14    | 1030                        | Groundwater | N                                | N                             | N         | N   | N  | N  | N                | N               | N   | N      | N            | N        | 5 |  |  |            |                         |
| 8 MW-9   | 120F9     | DEC 23/14    | 0905                        | Groundwater | N                                | N                             | N         | N   | N  | N  | N                | N               | N   | N      | N            | N        | 5 |  |  |            |                         |
| 9 MW-10  | 120FA     | DEC 23/14    | 0845                        | Groundwater | N                                | N                             | N         | N   | N  | N  | N                | N               | N   | N      | N            | N        | 5 |  |  |            |                         |
| 10   |           |              |                             |             |                                  |                               |           |     |    |  |                  |                 |     |        |              |          |   |  |  |            |                         |
| 11   |           |              |                             |             |                                  |                               |           |     |    |  |                  |                 |     |        |              |          |   |  |  |            |                         |
| 12   |           |              |                             |             |                                  |                               |           |     |    |  |                  |                 |     |        |              |          |   |  |  |            |                         |

Please use this TAT for certain spots such as B009 and B009/mo/001. See page 8 of B009 to ensure your request fulfills our needs.

23-D  
Hina Ahmed  
B402952  
TST

|   |  |  |  |
|---|--|--|--|
| <b>RELINQUISHED BY: (Signature/Print)</b><br>[Signature]<br>Date: 2014/12/23  |  | <b>RECEIVED BY: (Signature/Print)</b><br>[Signature]<br>Date: 2014/12/23 |  |
| Laboratory Use Only<br>Temperature of Sample on Receipt<br>Condition of Sample on Receipt<br>W.C.W. <input type="checkbox"/> OK <input type="checkbox"/> SF |  | Time:<br>17:30   |  |

\* MANDATORY SECTIONS IN GREY MUST BE FILLED OUT. AN INCOMPLETE CHAIN OF CUSTODY MAY RESULT IN ANALYTICAL TAT DELAYS.

23-Dec-14 14:05  
Hina Ahmed  
B402952  
TST WAT-001

23-Dec-14 14:05  
Hina Ahmed  
B402952  
TST WAT-001

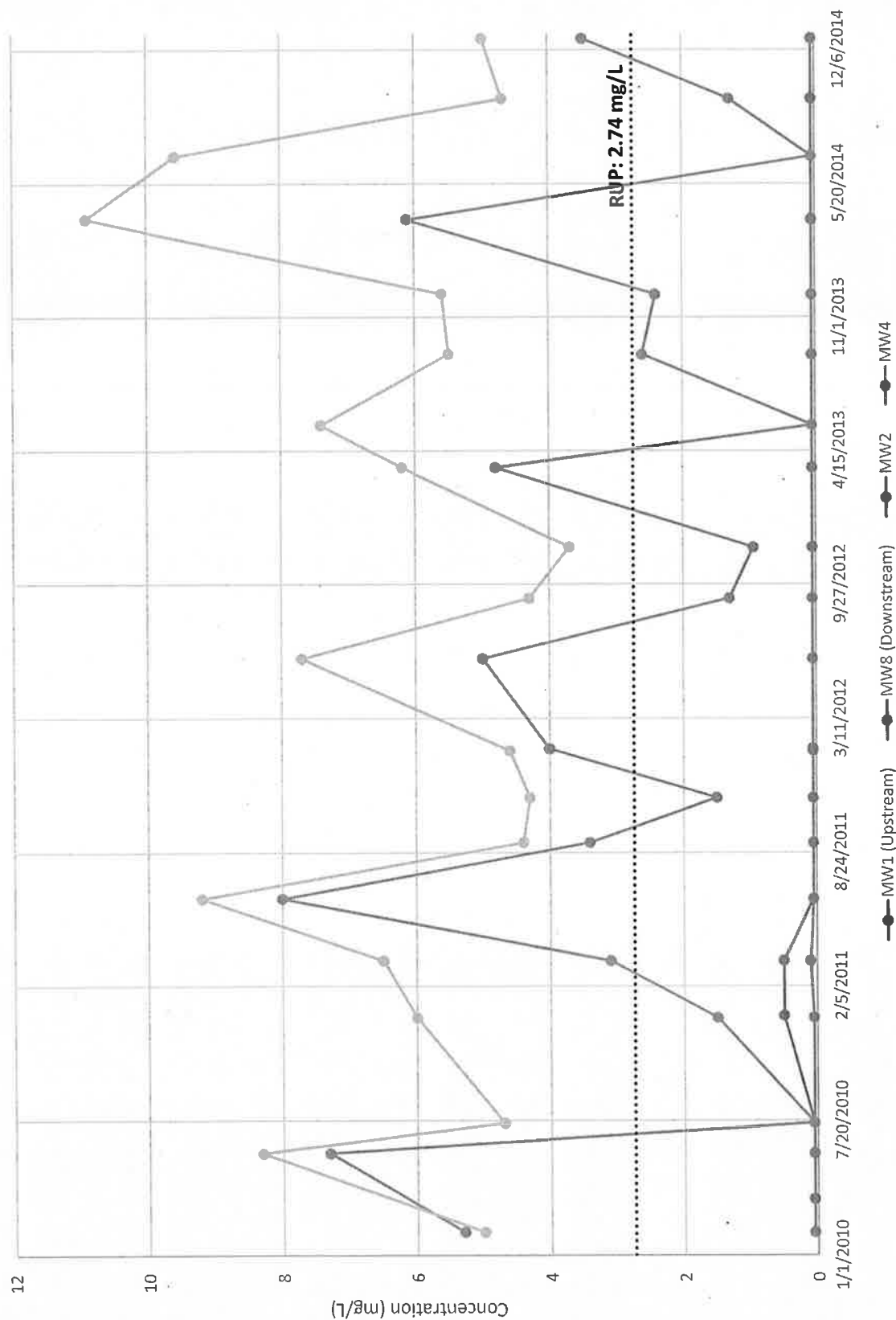
23-Dec-14 14:05  
Hina Ahmed  
B402952  
TST WAT-001

**Attachment B**  
**Groundwater Concentration Trends of Selected**  
**Parameters 2010-2014**

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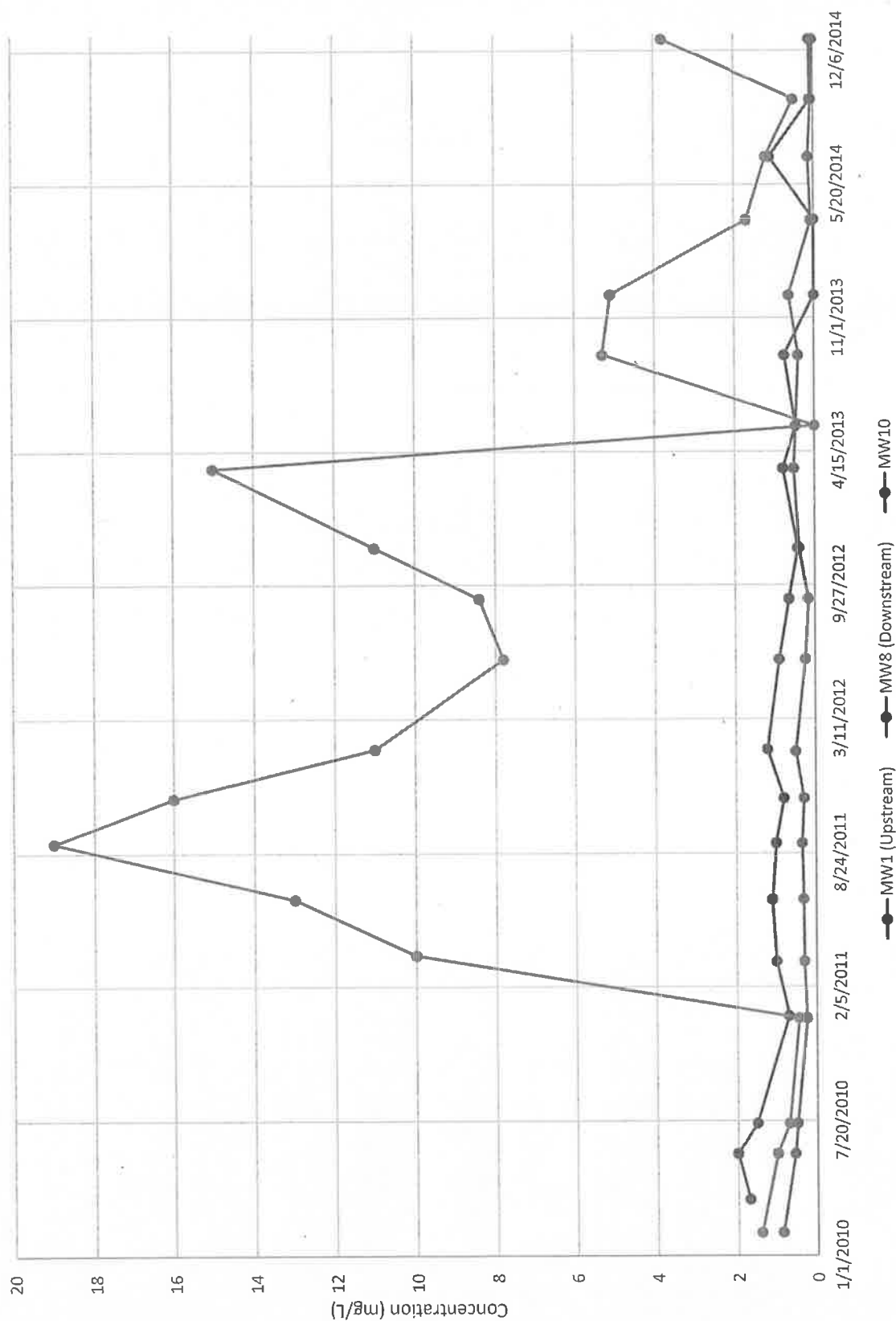


Nitrate in Groundwater at Selected Locations 2010-2014



Note: where analytical results were reported as less than detection limit, 1/2 the detection limit was used

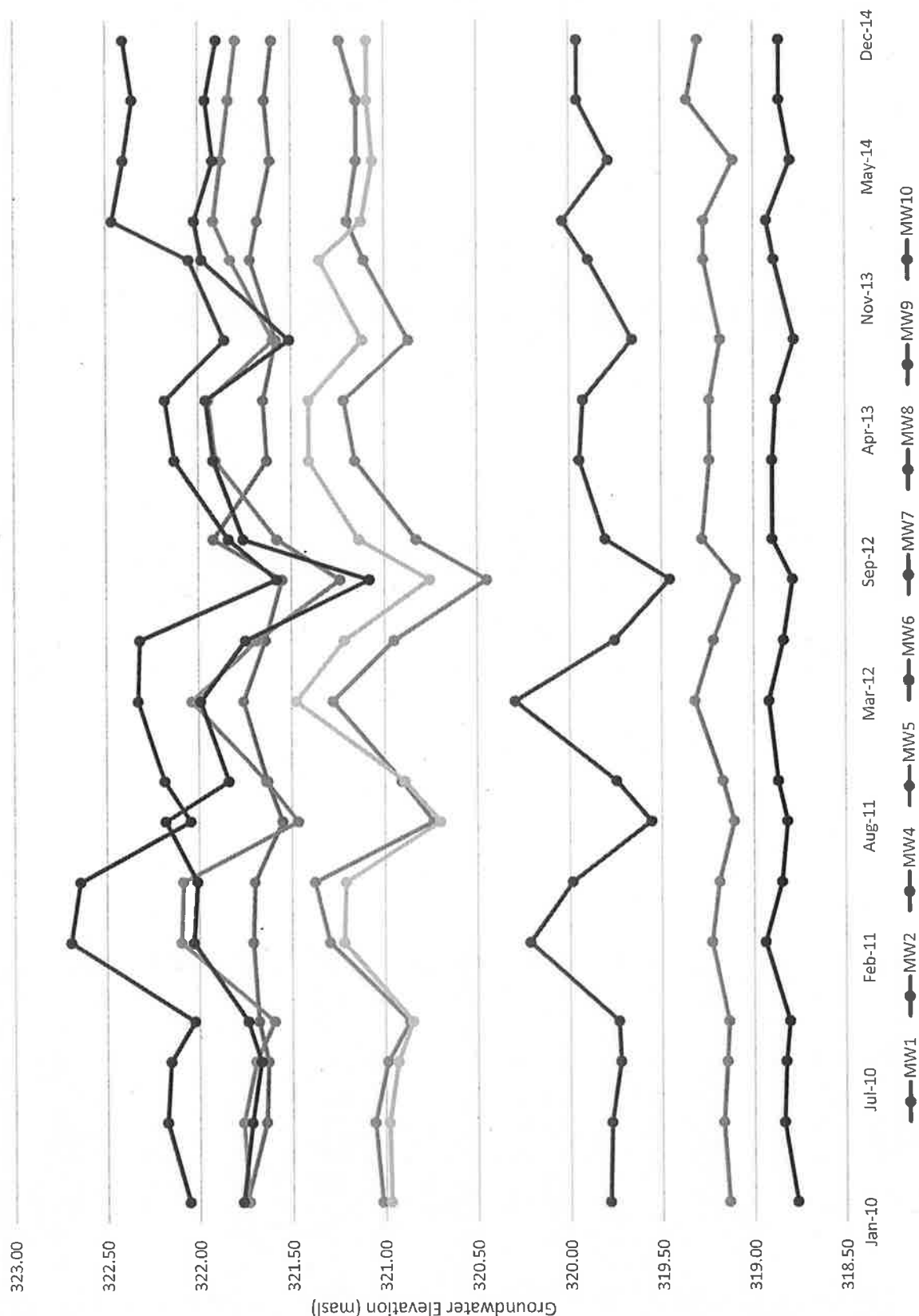
Total Phosphorus in Groundwater at Selected Locations 2010-2014



Note: where analytical results were reported as less than detection limit, 1/2 the detection limit was used

**Attachment C**  
**Groundwater Elevation 2010-2014**

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[illegible]

**Appendix D**  
**Surface Water - Analytical Results**

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Your Project #: MINI LAKES  
Site Location: GUELPH, ON

**Attention: John Wilson**

American Water Services Canada Corp  
701 Main Street W  
Suite 100  
Hamilton, ON  
L8S 1A2

Your C.O.C. #: na, 12102, 120FD, 120FE, 120FF, 12101, 12100, 120FB

**Report Date: 2014/12/19**  
Report #: R3264440  
Version: 1 - Final

**CERTIFICATE OF ANALYSIS**

**MAXXAM JOB #: B4N7272**

**Received: 2014/12/15, 13:55**

Sample Matrix: Water  
# Samples Received: 7

| Analyses                                     | Quantity | Date<br>Extracted | Date<br>Analyzed | Laboratory Method | Reference            |
|--|----------|-------------------|------------------|-------------------|----------------------|
| E.coli, (CFU/100mL)                          | 7        | N/A               | 2014/12/15       | CAM SOP-00552     | MOE LSB E3371        |
| Total Ammonia-N                              | 7        | N/A               | 2014/12/18       | CAM SOP-00441     | EPA GS I-2522-90 m   |
| Nitrate (NO3) and Nitrite (NO2) in Water (1) | 2        | N/A               | 2014/12/17       | CAM SOP-00440     | SM 22 4500-NO3I/NO2B |
| Nitrate (NO3) and Nitrite (NO2) in Water (1) | 5        | N/A               | 2014/12/18       | CAM SOP-00440     | SM 22 4500-NO3I/NO2B |
| Total Kjeldahl Nitrogen in Water             | 7        | 2014/12/18        | 2014/12/19       | CAM SOP-00454     | EPA 351.2 m          |
| Total Phosphorus (Colourimetric)             | 7        | 2014/12/18        | 2014/12/19       | CAM SOP-00407     | SM 4500 P B F m      |
| Total Suspended Solids                       | 3        | N/A               | 2014/12/16       | CAM SOP-00428     | SM 22 2540D m        |
| Total Suspended Solids                       | 4        | N/A               | 2014/12/17       | CAM SOP-00428     | SM 22 2540D m        |

\* RPDs calculated using raw data. The rounding of final results may result in the apparent difference.

(1) Values for calculated parameters may not appear to add up due to rounding of raw data and significant figures.

**Encryption Key**

Please direct all questions regarding this Certificate of Analysis to your Project Manager.

Hina Ahmed, Project Manager  
Email: HAHmed@maxxam.ca  
Phone# (905)817-5734

Maxxam has procedures in place to guard against improper use of the electronic signature and have the required "signatories", as per section 5.10.2 of ISO/IEC 17025:2005(E), signing the reports. For Service Group specific validation please refer to the Validation Signature Page.

Maxxam Job #: B4N7272  
Report Date: 2014/12/19

American Water Services Canada Corp  
Client Project #: MINI LAKES  
Site Location: GUELPH, ON  
Sampler Initials: JW

### RESULTS OF ANALYSES OF WATER

|                      |              |                               |                 |                               |                 |                               |            |                 |
|----------------------|--------------|-------------------------------|-----------------|-------------------------------|-----------------|-------------------------------|------------|-----------------|
| <b>Maxxam ID</b>     |              | YW3144                        |                 | YW3145                        |                 | YW3146                        |            |                 |
| <b>Sampling Date</b> |              | 2014/12/15<br>10:45           |                 | 2014/12/15<br>10:00           |                 | 2014/12/15<br>11:05           |            |                 |
| <b>COC Number</b>    |              | 12102                         |                 | 120FD                         |                 | 120FE                         |            |                 |
|                      | <b>Units</b> | <b>SW #5 COUNTY RD<br/>34</b> | <b>QC Batch</b> | <b>SW #2 MAIN POND<br/>#1</b> | <b>QC Batch</b> | <b>SW #3 MAIN POND<br/>#2</b> | <b>RDL</b> | <b>QC Batch</b> |

#### Inorganics

|                               |      |      |         |      |         |      |       |         |
|-------------------------------|------|------|---------|------|---------|------|-------|---------|
| Total Ammonia-N               | mg/L | 0.14 | 3863554 | 0.14 | 3863554 | 0.32 | 0.050 | 3863554 |
| Total Kjeldahl Nitrogen (TKN) | mg/L | 0.34 | 3864624 | 0.56 | 3864624 | 0.61 | 0.10  | 3864624 |
| Total Phosphorus              | mg/L | ND   | 3864667 | ND   | 3864667 | ND   | 0.020 | 3864667 |
| Total Suspended Solids        | mg/L | ND   | 3861659 | ND   | 3861659 | ND   | 10    | 3862656 |
| Nitrite (N)                   | mg/L | ND   | 3863205 | ND   | 3862130 | ND   | 0.010 | 3863205 |
| Nitrate (N)                   | mg/L | 0.44 | 3863205 | 0.15 | 3862130 | 0.16 | 0.10  | 3863205 |
| Nitrate + Nitrite             | mg/L | 0.44 | 3863205 | 0.15 | 3862130 | 0.16 | 0.10  | 3863205 |

RDL = Reportable Detection Limit

QC Batch = Quality Control Batch

ND = Not detected

|                      |              |                                   |                 |                                 |                 |                                  |            |                 |
|----------------------|--------------|-----------------------------------|-----------------|---------------------------------|-----------------|----------------------------------|------------|-----------------|
| <b>Maxxam ID</b>     |              | YW3147                            |                 | YW3148                          |                 | YW3149                           |            |                 |
| <b>Sampling Date</b> |              | 2014/12/15<br>09:45               |                 | 2014/12/15<br>11:30             |                 | 2014/12/15<br>10:25              |            |                 |
| <b>COC Number</b>    |              | 120FF                             |                 | 12101                           |                 | 12100                            |            |                 |
|                      | <b>Units</b> | <b>SW #4 MAIN<br/>POND OUTLET</b> | <b>QC Batch</b> | <b>SW #7 MILL CR/RD.<br/>38</b> | <b>QC Batch</b> | <b>SW #6 PROPERTY<br/>OUTLET</b> | <b>RDL</b> | <b>QC Batch</b> |

#### Inorganics

|                               |      |      |         |      |  |       |       |         |
|-------------------------------|------|------|---------|------|--|-------|-------|---------|
| Total Ammonia-N               | mg/L | 0.13 | 3863554 | ND   |  | 0.091 | 0.050 | 3863554 |
| Total Kjeldahl Nitrogen (TKN) | mg/L | 0.49 | 3864624 | 0.40 |  | 0.39  | 0.10  | 3864624 |
| Total Phosphorus              | mg/L | ND   | 3864667 | ND   |  | 0.020 | 0.020 | 3864667 |
| Total Suspended Solids        | mg/L | ND   | 3861659 | ND   |  | ND    | 10    | 3862656 |
| Nitrite (N)                   | mg/L | ND   | 3862130 | ND   |  | ND    | 0.010 | 3863205 |
| Nitrate (N)                   | mg/L | 0.13 | 3862130 | 0.21 |  | 0.28  | 0.10  | 3863205 |
| Nitrate + Nitrite             | mg/L | 0.13 | 3862130 | 0.21 |  | 0.28  | 0.10  | 3863205 |

RDL = Reportable Detection Limit

QC Batch = Quality Control Batch

ND = Not detected

Maxxam Job #: B4N7272  
Report Date: 2014/12/19

American Water Services Canada Corp  
Client Project #: MINI LAKES  
Site Location: GUELPH, ON  
Sampler Initials: JW

### RESULTS OF ANALYSES OF WATER

|                                  |       |                          |       |          |
|----------------------------------|-------|--------------------------|-------|----------|
| Maxxam ID                        |       | YW3150                   |       |          |
| Sampling Date                    |       | 2014/12/15<br>11:50      |       |          |
| COC Number                       |       | 120FB                    |       |          |
|                                  | Units | SW #1 UPGRADIENT<br>TRIB | RDL   | QC Batch |
| <b>Inorganics</b>                |       |                          |       |          |
| Total Ammonia-N                  | mg/L  | 0.096                    | 0.050 | 3863554  |
| Total Kjeldahl Nitrogen (TKN)    | mg/L  | 0.44                     | 0.10  | 3864624  |
| Total Phosphorus                 | mg/L  | 0.020                    | 0.020 | 3864667  |
| Total Suspended Solids           | mg/L  | ND                       | 10    | 3862656  |
| Nitrite (N)                      | mg/L  | ND                       | 0.010 | 3863205  |
| Nitrate (N)                      | mg/L  | ND                       | 0.10  | 3863205  |
| Nitrate + Nitrite                | mg/L  | ND                       | 0.10  | 3863205  |
| RDL = Reportable Detection Limit |       |                          |       |          |
| QC Batch = Quality Control Batch |       |                          |       |          |
| ND = Not detected                |       |                          |       |          |



Maxxam Job #: B4N7272  
Report Date: 2014/12/19

American Water Services Canada Corp  
Client Project #: MINI LAKES  
Site Location: GUELPH, ON  
Sampler Initials: JW

**MICROBIOLOGY (WATER)**

|                                  |           |                       |                       |                       |                           |          |
|----------------------------------|-----------|-----------------------|-----------------------|-----------------------|---------------------------|----------|
| Maxxam ID                        |           | YW3144                | YW3145                | YW3146                | YW3147                    |          |
| Sampling Date                    |           | 2014/12/15<br>10:45   | 2014/12/15<br>10:00   | 2014/12/15<br>11:05   | 2014/12/15<br>09:45       |          |
| COC Number                       |           | 12102                 | 120FD                 | 120FE                 | 120FF                     |          |
|                                  | Units     | SW #5 COUNTY RD<br>34 | SW #2 MAIN POND<br>#1 | SW #3 MAIN POND<br>#2 | SW #4 MAIN<br>POND OUTLET | QC Batch |
| <b>Microbiological</b>           |           |                       |                       |                       |                           |          |
| Escherichia coli                 | CFU/100mL | 12                    | 0                     | 8                     | 0                         | 3860801  |
| QC Batch = Quality Control Batch |           |                       |                       |                       |                           |          |

|                                  |           |                         |                          |                          |          |
|----------------------------------|-----------|-------------------------|--------------------------|--------------------------|----------|
| Maxxam ID                        |           | YW3148                  | YW3149                   | YW3150                   |          |
| Sampling Date                    |           | 2014/12/15<br>11:30     | 2014/12/15<br>10:25      | 2014/12/15<br>11:50      |          |
| COC Number                       |           | 12101                   | 12100                    | 120FB                    |          |
|                                  | Units     | SW #7 MILL CR/RD.<br>38 | SW #6 PROPERTY<br>OUTLET | SW #1 UPGRADIENT<br>TRIB | QC Batch |
| <b>Microbiological</b>           |           |                         |                          |                          |          |
| Escherichia coli                 | CFU/100mL | 22                      | 19                       | 46                       | 3860801  |
| QC Batch = Quality Control Batch |           |                         |                          |                          |          |

Maxxam Job #: B4N7272  
Report Date: 2014/12/19

American Water Services Canada Corp  
Client Project #: MINI LAKES  
Site Location: GUELPH, ON  
Sampler Initials: JW

**GENERAL COMMENTS**

Each temperature is the average of up to three cooler temperatures taken at receipt

|           |       |
|-----------|-------|
| Package 1 | 0.0°C |
|-----------|-------|

**Results relate only to the items tested.**

Maxxam Job #: B4N7272  
Report Date: 2014/12/19

American Water Services Canada Corp  
Client Project #: MINI LAKES  
Site Location: GUELPH, ON  
Sampler Initials: JW

### QUALITY ASSURANCE REPORT

| QA/QC | Batch   | Init | QC Type      | Parameter                     | Date Analyzed | Value             | Recovery | Units | QC Limits |
|-------|---------|------|--------------|-------------------------------|---------------|-------------------|----------|-------|-----------|
|       | 3861659 | GKR  | QC Standard  | Total Suspended Solids        | 2014/12/16    |                   | 98       | %     | 85 - 115  |
|       | 3861659 | GKR  | Method Blank | Total Suspended Solids        | 2014/12/16    | ND,<br>RDL=10     |          | mg/L  |           |
|       | 3861659 | GKR  | RPD          | Total Suspended Solids        | 2014/12/16    | 22                |          | %     | 25        |
|       | 3862130 | C_N  | Matrix Spike | Nitrite (N)                   | 2014/12/17    |                   | 100      | %     | 80 - 120  |
|       |         |      |              | Nitrate (N)                   | 2014/12/17    |                   | 97       | %     | 80 - 120  |
|       | 3862130 | C_N  | Spiked Blank | Nitrite (N)                   | 2014/12/17    |                   | 98       | %     | 80 - 120  |
|       |         |      |              | Nitrate (N)                   | 2014/12/17    |                   | 96       | %     | 80 - 120  |
|       | 3862130 | C_N  | Method Blank | Nitrite (N)                   | 2014/12/17    | ND,<br>RDL=0.010  |          | mg/L  |           |
|       |         |      |              | Nitrate (N)                   | 2014/12/17    | ND,<br>RDL=0.10   |          | mg/L  |           |
|       | 3862130 | C_N  | RPD          | Nitrite (N)                   | 2014/12/17    | NC                |          | %     | 25        |
|       |         |      |              | Nitrate (N)                   | 2014/12/17    | NC                |          | %     | 25        |
|       | 3862656 | GKR  | QC Standard  | Total Suspended Solids        | 2014/12/17    |                   | 99       | %     | 85 - 115  |
|       | 3862656 | GKR  | Method Blank | Total Suspended Solids        | 2014/12/17    | ND,<br>RDL=10     |          | mg/L  |           |
|       | 3862656 | GKR  | RPD          | Total Suspended Solids        | 2014/12/17    | 0.55              |          | %     | 25        |
|       | 3863205 | C_N  | Matrix Spike | Nitrite (N)                   | 2014/12/18    |                   | 98       | %     | 80 - 120  |
|       |         |      |              | Nitrate (N)                   | 2014/12/18    |                   | 83       | %     | 80 - 120  |
|       | 3863205 | C_N  | Spiked Blank | Nitrite (N)                   | 2014/12/18    |                   | 98       | %     | 80 - 120  |
|       |         |      |              | Nitrate (N)                   | 2014/12/18    |                   | 94       | %     | 80 - 120  |
|       | 3863205 | C_N  | Method Blank | Nitrite (N)                   | 2014/12/18    | ND,<br>RDL=0.010  |          | mg/L  |           |
|       |         |      |              | Nitrate (N)                   | 2014/12/18    | ND,<br>RDL=0.10   |          | mg/L  |           |
|       | 3863205 | C_N  | RPD          | Nitrite (N)                   | 2014/12/18    | NC                |          | %     | 25        |
|       |         |      |              | Nitrate (N)                   | 2014/12/18    | 0.099             |          | %     | 25        |
|       | 3863554 | AHA  | Matrix Spike | Total Ammonia-N               | 2014/12/18    |                   | 94       | %     | 80 - 120  |
|       | 3863554 | AHA  | Spiked Blank | Total Ammonia-N               | 2014/12/18    |                   | 95       | %     | 85 - 115  |
|       | 3863554 | AHA  | Method Blank | Total Ammonia-N               | 2014/12/18    | ND,<br>RDL=0.050  |          | mg/L  |           |
|       | 3863554 | AHA  | RPD          | Total Ammonia-N               | 2014/12/18    | NC                |          | %     | 20        |
|       | 3864624 | RTY  | Matrix Spike | Total Kjeldahl Nitrogen (TKN) | 2014/12/19    |                   | 94       | %     | 80 - 120  |
|       | 3864624 | RTY  | QC Standard  | Total Kjeldahl Nitrogen (TKN) | 2014/12/19    |                   | 101      | %     | 80 - 120  |
|       | 3864624 | RTY  | Spiked Blank | Total Kjeldahl Nitrogen (TKN) | 2014/12/19    |                   | 92       | %     | 80 - 120  |
|       | 3864624 | RTY  | Method Blank | Total Kjeldahl Nitrogen (TKN) | 2014/12/19    | 0.10,<br>RDL=0.10 |          | mg/L  |           |
|       | 3864624 | RTY  | RPD          | Total Kjeldahl Nitrogen (TKN) | 2014/12/19    | 5.2               |          | %     | 20        |
|       | 3864667 | VRO  | Matrix Spike | Total Phosphorus              | 2014/12/19    |                   | 101      | %     | 80 - 120  |
|       | 3864667 | VRO  | QC Standard  | Total Phosphorus              | 2014/12/19    |                   | 100      | %     | 80 - 120  |
|       | 3864667 | VRO  | Spiked Blank | Total Phosphorus              | 2014/12/19    |                   | 106      | %     | 80 - 120  |
|       | 3864667 | VRO  | Method Blank | Total Phosphorus              | 2014/12/19    | ND,<br>RDL=0.020  |          | mg/L  |           |

Maxxam Job #: B4N7272  
Report Date: 2014/12/19

American Water Services Canada Corp  
Client Project #: MINI LAKES  
Site Location: GUELPH, ON  
Sampler Initials: JW

### QUALITY ASSURANCE REPORT(CONT'D)

| QA/QC   |      |         | Date             |            | Value | Recovery | Units | QC Limits |
|---|------|---------|------------------|------------|-------|----------|-------|-----------|
| Batch   | Init | QC Type | Parameter        | Analyzed   |       |          |       |           |
| 3864667   | VRO  | RPD     | Total Phosphorus | 2014/12/19 | 1.1   |          | %     | 20        |
| <p>Duplicate: Paired analysis of a separate portion of the same sample. Used to evaluate the variance in the measurement.</p> <p>Matrix Spike: A sample to which a known amount of the analyte of interest has been added. Used to evaluate sample matrix interference.</p> <p>QC Standard: A sample of known concentration prepared by an external agency under stringent conditions. Used as an independent check of method accuracy.</p> <p>Spiked Blank: A blank matrix sample to which a known amount of the analyte, usually from a second source, has been added. Used to evaluate method accuracy.</p> <p>Method Blank: A blank matrix containing all reagents used in the analytical procedure. Used to identify laboratory contamination.</p> <p>NC (Duplicate RPD): The duplicate RPD was not calculated. The concentration in the sample and/or duplicate was too low to permit a reliable RPD calculation (one or both samples &lt; 5x RDL).</p> |      |         |                  |            |       |          |       |           |

Maxxam Job #: B4N7272  
Report Date: 2014/12/19

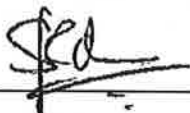
American Water Services Canada Corp  
Client Project #: MINI LAKES  
Site Location: GUELPH, ON  
Sampler Initials: JW

### VALIDATION SIGNATURE PAGE

The analytical data and all QC contained in this report were reviewed and validated by the following individual(s).



Cristina Carriere, Scientific Services



Sirimathie Aluthwala, Campobello Micro

---

Maxxam has procedures in place to guard against improper use of the electronic signature and have the required "signatories", as per section 5.10.2 of ISO/IEC 17025:2005(E), signing the reports. For Service Group specific validation please refer to the Validation Signature Page.

## Maxxam MICRO INFORMATION

[illegible]

\* MANDATORY SECTIONS IN GREY MUST BE FILLED OUT. AN INCOMPLETE CHAIN OF CUSTODY MAY RESULT IN ANALYTICAL DELAYS. 01/01

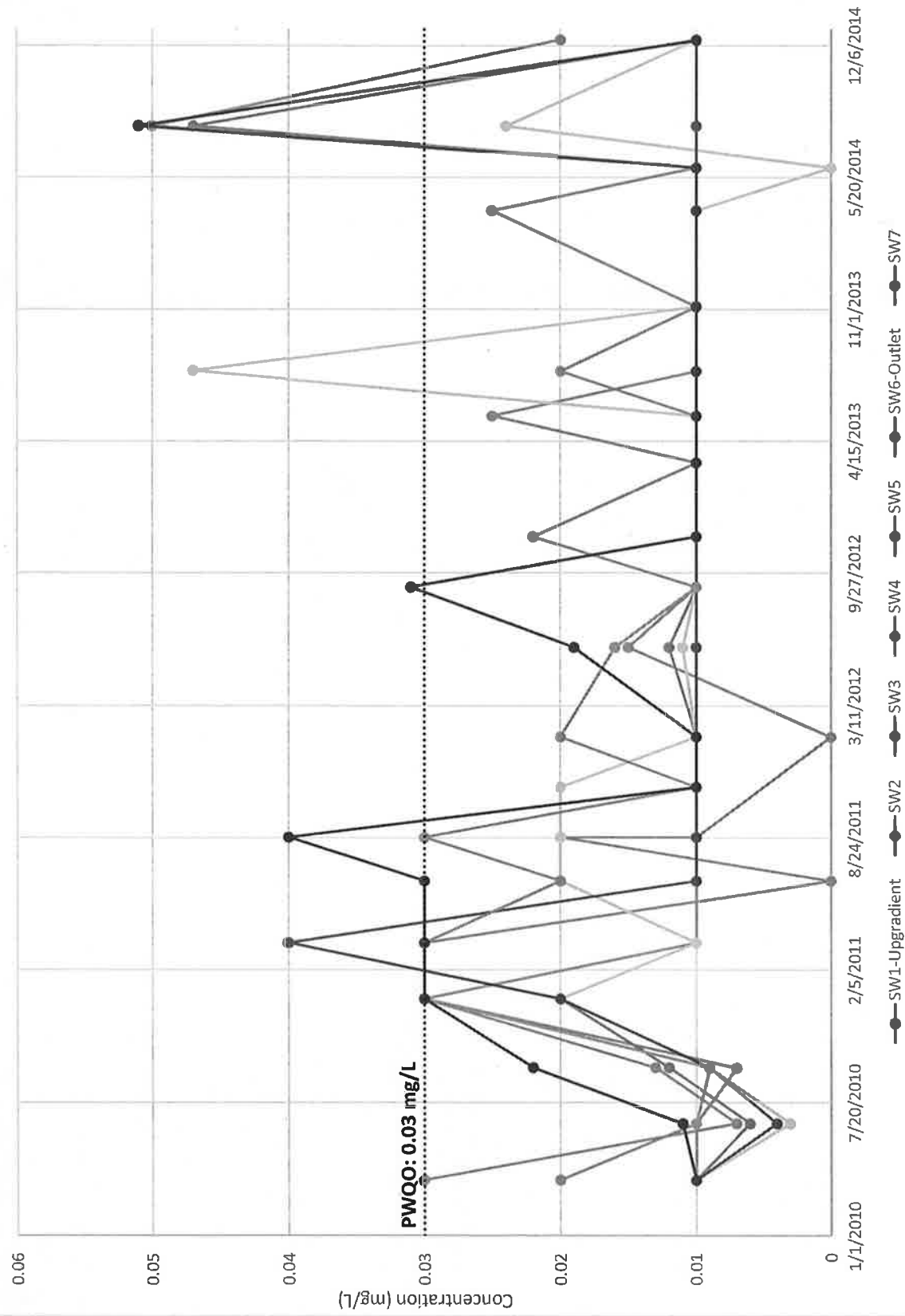
ANALYTICAL DELAYS 01/01  
155 P=0000  
mpt 10150L  
REC'D IN WATERLOO

# OTHELLO IN DISGUISE

**Attachment E**  
**Surface Water Concentration Trends of Selected**  
**Parameters 2010-2014**

---

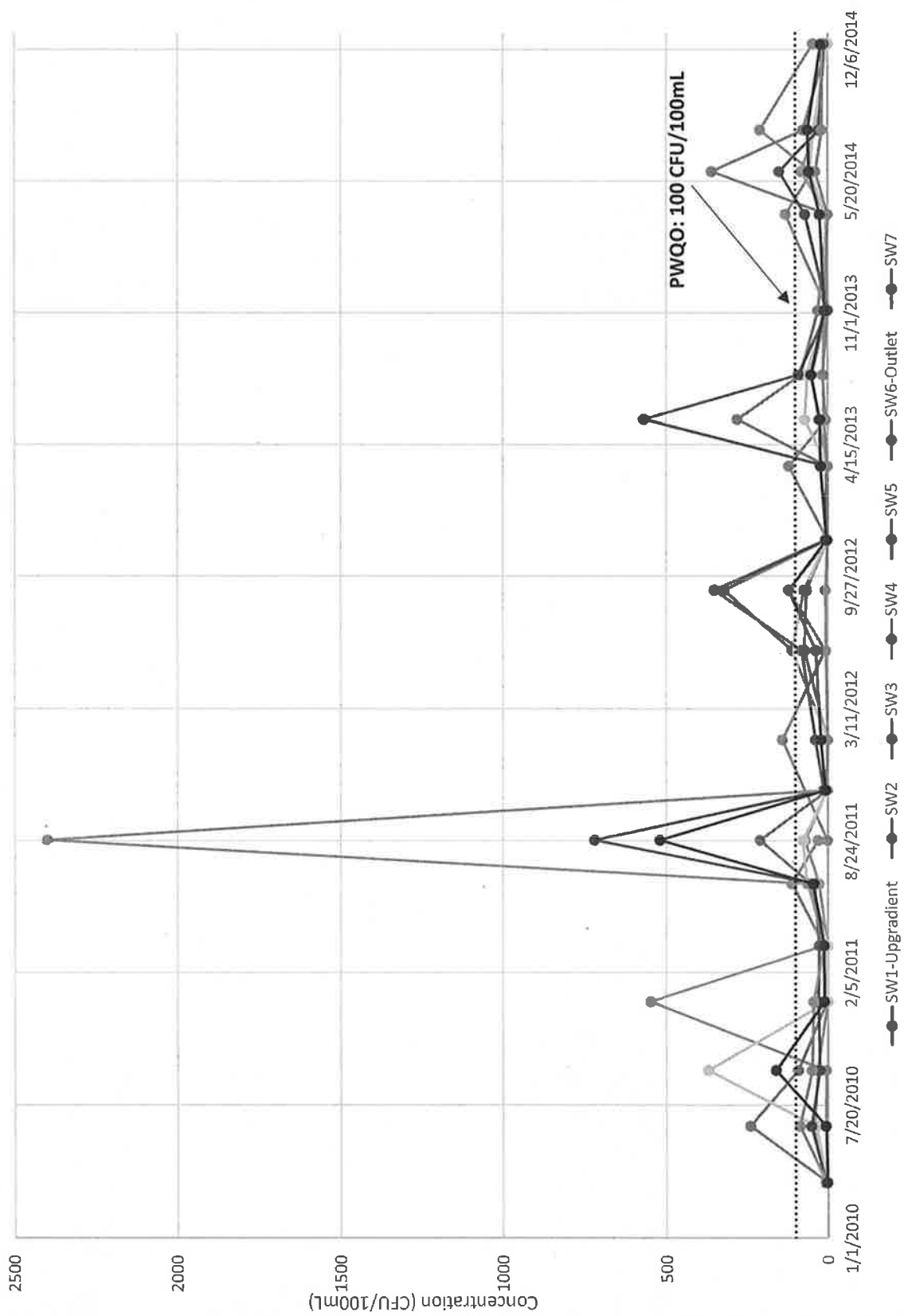
# Total Phosphorus in Surface Water 2010-2014



Note: where analytical results were reported as less than detection limit, 1/2 the detection limit was used



The graph displays the concentration of bacteria (CFU/100mL) over time for seven different sampling locations. The y-axis represents the concentration, ranging from 0 to 2500 CFU/100mL. The x-axis represents the date, from 1/1/2010 to 12/6/2014. A horizontal dotted line at 100 CFU/100mL indicates the PWQO (Public Water Quality Objective). The data series are: SW1-Upgradient, SW2, SW3, SW4, SW5, SW6-Outlet, and SW7. SW2 shows a significant peak around 8/24/2011, reaching approximately 2400 CFU/100mL. Other locations generally remain below the PWQO, with some minor fluctuations.



6.5(b)



PEOPLE | ENGINEERING | ENVIRONMENTS

February 25, 2015

Our File: 119024

Township of Puslinch  
RR3, 7404 Wellington Road 34  
Guelph, ON N1H 6H9

Attention: Ms. Karen Landry  
CAO/Clerk

Re: Mini Lakes Wastewater Treatment  
Plant Effluent Monitoring Report,  
4th Quarter (2014)

Dear Ms. Landry:

We have reviewed the "Mini Lakes Mobile Home Community Quarterly Monitoring Program – 4<sup>th</sup> Quarter 2014" report, as submitted by Stantec Consulting Limited on January 30, 2015. We are pleased to provide our comments for your consideration.

The following table summarizes the average effluent quality for the fourth quarter (Q4) (column 2), the year to date (YTD) average (column 3), the 12-month rolling average (column 4), the previous YTD average (2013) (column 5) and the MOECC Certificate of Approval (C of A) compliance limits (column 6).

| 1                              | 2  | 3   | 4  | 5  | 6                   |
|--------------------------------|--|---|--|--|---------------------|
| Parameters<br>(mg/L)           | Q4 Avg.,<br>(Oct. 1 to Dec.<br>31, 2014) | YTD Avg.,<br>(Jan. 1 to Dec.<br>31, 2014) | Twelve-Month<br>Rolling Avg.,<br>(Jan. 1 to Dec. 31,<br>2014) <sup>a</sup> | Previous YTD<br>Avg.<br>(Jan. 1 to Dec.<br>31, 2013) | Compliance<br>Limit |
| CBOD <sub>5</sub> <sup>b</sup> | 13.7                                     | 18.4                                      | 18.4   | 12.9   | 20.0                |
| TSS <sup>c</sup>               | 13.0                                     | 9.9 <sup>d</sup>                          | 9.9 <sup>d</sup>   | 16.0   | 20.0                |
| TP <sup>d</sup>                | 0.2                                      | 0.4                                       | 0.4  | 0.42   | 1.0                 |
| NO <sub>3</sub> <sup>e</sup>   | 4.3                                      | 4.7                                       | 4.7  | 4.8  | 5.0                 |

- Condition 3.1 of the MOE C of A, average is defined as "any twelve (12) consecutive calendar months"
- CBOD<sub>5</sub> = 5 day Carbonaceous Biological Oxygen Demand
- TSS = Total Suspended Solids
- TP = Total Phosphorous
- NO<sub>3</sub> = Nitrate
- Note: Discrepancy compared to Table 1 in Stantec report due to May 26th and June 20th TSS results reported as <10 mg/L. Results were interpreted by GMBP as 10 mg/L for purposes of calculating averages. Results were interpreted by Stantec as 0 mg/L for purposes of calculating averages.

The MOECC C of A requires that plant effluent be sampled and analyzed on a monthly basis for each of the parameters defined above. As a minimum, plant effluent was sampled monthly for all parameters during this quarter.

### Effluent CBOD<sub>5</sub>

The average CBOD<sub>5</sub> effluent concentration for this quarter was 13.7 mg/L. This is within the C of A compliance limit of 20.0 mg/L for this parameter. Effluent CBOD<sub>5</sub> concentrations exceeded the compliance limit on one of the three sampling occasions during this quarter. The twelve month rolling average for this parameter remains in compliance at 18.4 mg/L. Given that the rolling average is close to the compliance limit AWC should closely monitor any process issues which may be impacting performance with respect to CBOD<sub>5</sub>.

### Effluent TSS

The average TSS effluent concentration for this quarter was 13.0 mg/L. This is below the C of A compliance limit of 20.0 mg/L for this parameter. Effluent TSS concentrations were below the compliance limit on all three sampling occasions this quarter. The twelve month rolling average for this parameter remains below the compliance limit at 9.9 mg/L, demonstrating that the plant is generally performing well with respect to TSS.

### Effluent TP

The average TP effluent concentration for this quarter was 0.2 mg/L. This is below the C of A compliance limit of 1.0 mg/L for this parameter. Effluent TP concentrations were below the compliance limit on all three sampling occasions this quarter. The twelve month rolling average for this parameter is in compliance at 0.4 mg/L, demonstrating that the plant is generally performing well with respect to TP.

### Effluent NO<sub>3</sub>

The average effluent NO<sub>3</sub> concentration for this quarter was 4.3 mg/L which is below the C of A compliance limit of 5.0 mg/L for this parameter. Effluent NO<sub>3</sub> concentrations exceeded the compliance limit on one of the three sampling occasions during this quarter. The twelve month rolling average remains just below the compliance limit at 4.7 mg/L. The current year to date average has remained below the compliance limit at 4.7 mg/L.

A long term strategy for improving plant performance has been developed and an application for an amendment to the Environmental Compliance Approval (ECA) for the plant was submitted in December 2012. Through discussions with the MF Property Management Ltd. (the new condominium management company for Mini Lakes), we understand that construction of the proposed plant upgrades are delayed pending receipt of the ECA. The delay has been caused by extended and unexpected processing times by the Ministry of the Environment and Climate Change (MOECC).

### Average Sewage Flows

The average daily sewage flow rate to the plant ranged between 91.6 m<sup>3</sup>/d and 97.96 m<sup>3</sup>/d during this quarter. This is below the plant's current design capacity of 216 m<sup>3</sup>/d, and proposed re-rated plant capacity of 158 m<sup>3</sup>/d. The estimated number of occupied homes ranged between 220 and 235 this quarter, which represents approximately 90% of units in the current Draft Plan of Subdivision application of 292 units.

The estimated average daily flow per home ranged between 398 L/d and 445 L/d, below the design average daily flow per home of 540 L/d.



We trust this is sufficient for your requirements. If you have any questions please call.

Yours truly,

GM BLUEPLAN ENGINEERING

Per:

A handwritten signature in black ink, appearing to read 'Amanda Pepping'.

Amanda Pepping, P.Eng.

AP/mh

**From:** OMAFRA Guidelines (OMAFRA) [mailto:OMAFRA-Guidelines@ontario.ca]  
**Sent:** February-23-15 2:49 PM  
**Subject:** DRAFT Revised Minimum Distance Separation Formulae

**OMAFRA's "Draft Revised Minimum Distance Separation Formulae 2015" posted for review and input**

Please forward this email to the person in your municipality or organization that would deal with matters related to land use planning or the issuance of building permits.

Please note that the Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA) has posted on the Environmental Bill of Rights Registry and its website Draft Revised Minimum Distance Separation Formulae 2015 for public review and input.

The Minimum Distance Separation (MDS) Formulae is a land use planning tool that determines a recommended separation distance between a livestock barn or manure storage and another land use. The objective of MDS is to prevent land use conflicts and minimize nuisance complaints from odour.

The 2014 Provincial Policy Statement requires that the Minimum Distance Separation Formulae be applied to various types of land use planning matters and building permit applications.

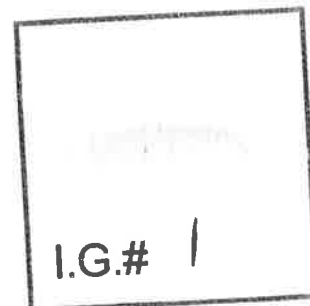
The website provides a summary of the key changes proposed to the MDS Formulae and Implementation Guidelines

To submit your thoughts and ideas, you can send an email or letter. We are inviting comments until **May 20, 2015**.

**Email:** OMAFRA-Guidelines@ontario.ca

**Mailing Address:**

John Turvey  
Policy Advisor (Land Use Planning)  
Food Safety and Environmental Policy Branch  
Ministry of Agriculture, Food and Rural Affairs  
1 Stone Road W., 3rd Floor SE  
Guelph, ON N1G 4Y2  
Phone: (519) 826-3555



From: OMAFRA Guidelines (OMAFRA) [mailto:OMAFRA-Guidelines@ontario.ca]  
Sent: February-12-15 3:23 PM

Subject: DRAFT Guidelines on Permitted Uses in Ontario's Prime Agricultural Areas -  
Lignes directrices sur les utilisations permises dans les zones agricoles à fort  
rendement de l'Ontario

OMAFRA's new "Draft Guidelines on Permitted Uses in Ontario's Prime Agricultural  
Areas" for input

Please note that the Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA)  
has posted on its website Draft Guidelines on Permitted Uses in Ontario's Prime  
Agricultural Areas for review and input.

The Guidelines are intended to help municipalities, decision-makers, farmers and others  
interpret the policies in the 2014 Provincial Policy Statement on the range of uses  
permitted in prime agricultural areas.

To submit your thoughts and ideas, you can fill out the questionnaire posted on  
OMAFRA's website or send an email or letter. We are inviting comments until May 13,  
2015.

Email: OMAFRA-Guidelines@ontario.ca

Mailing Address:

Draft Guidelines on Permitted Uses

Food Safety and Environmental Policy Branch

Ontario Ministry of Agriculture, Food and Rural Affairs

1 Stone Rd. West, 3rd Floor

Guelph, ON N1G 4Y2



RECEIVED

FEB 23 2015

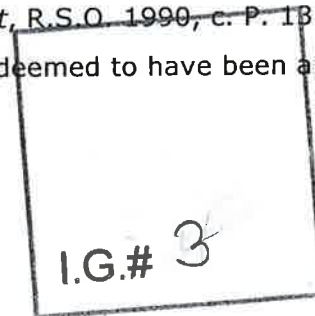
Township of Puslinch

**Certificate with respect to approval of  
a draft plan of condominium subdivision  
by The Corporation of the City of Guelph**


I, Tina Agnello, Deputy City Clerk of The Corporation of the City of Guelph, hereby certify that the Notice of Decision of a Draft Plan of Condominium Subdivision, (23CDM14505) for Part of block 181, Registered Plan 61M-68, municipally known as 714 Willow Road, in the City of Guelph, County of Wellington, was sent to the persons and public bodies prescribed under subsection 51 (37) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended. I also certify that the 20 day objection period expired on the 28<sup>th</sup> day of October, 2014, and to that date, no notice of objection or request for a change in the provisions of the decision of the draft plan of condominium subdivision has been filed by any person with the City Clerk's Department. A declaration to this effect is on file.

In accordance with subsection 51 (41) of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended, this Draft Plan of Condominium Subdivision is deemed to have been approved on the 9<sup>th</sup> day of October, 2014.

Dated this 9<sup>th</sup> day of February, 2015.



| CLERK'S DEPARTMENT   |        |
|----------------------|--------|
| TO                   | K.P.   |
| Copy                 |        |
| Please Handle        |        |
| For Your Information |        |
| Council Agenda       | Mar 15 |

  
\_\_\_\_\_  
Deputy City Clerk

**Certified copy to:**

Michael Witmer, Planner, City of Guelph  
Assessment Commissioner, Municipal Property Assessment Corporation  
Nancy Shoemaker, Black, Shoemaker, Robinson and Donaldson Ltd., Applicant  
2086041 Ontario Ltd., Owner

**City Hall**  
1 Carden St  
Guelph, ON  
Canada  
N1H 3A1

**Copies to:**

List attached hereto

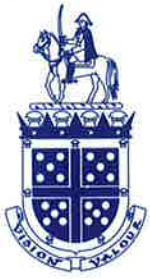
T 519-822-1260  
TTY 519-826-9771

guelph.ca

**Distribution list with respect to the approval of draft plan of  
condominium subdivision by The Corporation of the City of Guelph for  
23CDM14505**

Brad Boulton, Bell Canada  
Theresa Yu, Canada Post  
Development Review Co-ordinator, Canadian Nation Railway Properties  
Clerk, Township of Guelph-Eramosa  
Clerk, Township of Puslinch  
CAO, County of Wellington  
Guelph Hydro Electric Systems Inc.  
Planning & Design Section, Corridor Control Office, Ministry of Transportation  
Sarah Liuba, Rogers Cable TV Ltd.  
Gwen Keep, Union Gas Limited  
Jennifer Passy, Upper Grand District School Board  
Dan Duszczyzyn, Wellington Catholic District School Board  
Chief Building Official, City of Guelph  
City Solicitor, City of Guelph  
Director of Finance, City of Guelph  
General Manager of Planning Services, City of Guelph  
Paul Harding, Guelph Police Services  
City Engineer, City of Guelph  
Karen Sabzali, Manager of Parks and Open Spaces, City of Guelph  
Fire Chief, City of Guelph  
Economic Development, City of Guelph  
Randy Harris, City of Guelph  
Sylvia Kirkwood, City of Guelph





## COUNTY OF WELLINGTON

OFFICE OF THE COUNTY ENGINEER  
ADMINISTRATION CENTRE  
74 WOOLWICH STREET  
GUELPH ON N1H 3T9  
T 519.837.2601  
T 1.866.899.0248  
F 519.837.8138

GORDON J. OUGH, P. Eng.  
COUNTY ENGINEER

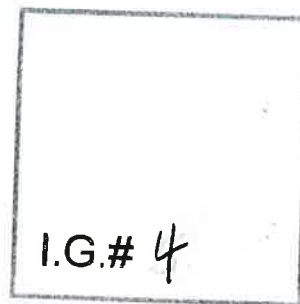
# RECEIVED

FEB 23 2015

Township of Puslinch

February 19, 2015

Township of Puslinch  
RR#3  
Guelph ON N1H 6H9



| CLERK'S DEPARTMENT   |  |
|----------------------|--|
| Please Handle        |  |
| For Your Information |  |
| Council Agenda       |  |

**RE: Tipping Fee Increase**

To whom it may concern,

At the County Council meeting on January 29, Council approved the Solid Waste Services (SWS) Committee recommendation to increase the County's waste tipping fee by \$5.00 per metric tonne. This brings the tipping fee to \$75.00 per metric tonne, effective March 31, 2015. No other fees were changed. The 2015 SWS User Fees and Charges schedule is enclosed for your reference.

The increase will only impact loads of over 133 kg (295 lbs) as there is a minimum \$10.00 fee for any scaled load (which has not changed). Please note that this fee increase will only affect the four waste facilities that operate weigh scales: Aberfoyle, Belwood, Harriston and Riverstown.

Please contact me at 519.837.2601 x2310 should you have any questions.

Yours truly,

  
Cathy Wiebe  
Administration Supervisor  
Solid Waste Services Division

| CLERK'S DEPARTMENT   |          |
|----------------------|----------|
| TO                   |          |
| Copy                 |          |
| Please Handle        |          |
| For Your Information |          |
| Council Agenda       | March 11 |



## COUNTY OF WELLINGTON 2015 USER FEES AND CHARGES

|                    |                                |
|--------------------|--------------------------------|
| Programme/Service: | Solid Waste Services           |
| Department:        | Engineering Services           |
| Governance:        | Solid Waste Services Committee |

| Description  | 2014 fee           | 2015 fee           | % change | HST<br>(add/incl/<br>na) |
|--|--------------------|--------------------|----------|--------------------------|
| Curbside User Pay Bags – large   | \$1.75             | \$1.75             | 0%       | N/A                      |
| Curbside User Pay Bags – small   | \$1.00             | \$1.00             | 0%       | N/A                      |
| <b>Landfill site and transfer station tipping fees</b>                       |                    |                    |          |                          |
| Tipping fees – landfills/transfer sites with scales<br>*as of March 31, 2015 | \$70.00<br>tonne   | \$75.00<br>tonne   | 7%       | N/A                      |
|  | \$10.00<br>minimum | \$10.00<br>minimum | 0%       | N/A                      |
| Tipping fees – sites without weigh scales                                    | \$15.00<br>carload | \$15.00<br>carload | 0%       | N/A                      |
|  | \$30.00<br>pickup  | \$30.00<br>pickup  | 0%       | N/A                      |
|  | \$30.00<br>trailer | \$30.00<br>trailer | 0%       | N/A                      |
| Appliances (freon removed & tagged)  | \$10.00            | \$10.00            | 0%       | N/A                      |
| Appliances (with freon)  | \$25.00            | \$25.00            | 0%       | N/A                      |
| Freon removal  | \$15.00 unit       | \$15.00 unit       | 0%       | N/A                      |
| Bagged waste up to 10 bags (or unbagged equivalent)                          | \$1.00 per<br>bag  | \$1.00 per<br>bag  | 0%       | N/A                      |
| <b>Waste reduction</b>   |                    |                    |          |                          |
| Desk top blue boxes  | \$3.50             | \$3.50             | 0%       | Incl                     |
| Blue Boxes (additional)  | \$5.00             | \$5.00             | 0%       | Incl                     |
| Composters   | \$30.00            | \$30.00            | 0%       | Incl                     |
| Can Carts – new  | \$95.00            | \$95.00            | 0%       | Incl                     |
| Can Carts – used   | \$50.00            | \$50.00            | 0%       | Incl                     |

**Note:**

Authority to impose fees and charges is set out in Part XII of the *Municipal Act, S.O. 2001, c. 25* and in by-law #5413-15 of the Corporation of the County of Wellington.



VIA Email

February 26, 2015

Dear Colleagues,

I.G.# 5

**Re: Applying a human rights lens in zoning, licensing and municipal decision-making**

As new and returning mayors, councillors and elected officials, you play a central role in ensuring that municipal processes and decisions respect the human rights of all community members. The Ontario Human Rights Commission (OHRC) has worked for several years with governments, experts and community partners to increase human rights compliance in housing, land use and licensing. I'm writing to share some positive developments in these areas, and to point out some OHRC resources that can help you make your community more inclusive.

In 2014, Toronto and Smiths Falls removed minimum separation distance (MSD) and other zoning restrictions for group homes, as part of human rights settlements with the Dream Team, a mental health consumer-survivor group. This follows similar moves by Sarnia in 2011 and Kitchener in 2012. In each case, there was no planning justification for MSDs. In fact, Toronto's own external planning expert recommended they be removed because they contravened the *Human Rights Code*.

Over the past few years, several other municipalities have recognized their human rights obligations by preventing or removing zoning, licensing and other barriers to housing and services (such as methadone clinics) that are needed by *Code*-identified groups.

The Ministry of Municipal Affairs and Housing has also reinforced the requirement to meet *Human Rights Code* obligations in municipal work by adding human rights language to two key resources:

- Section 3 of the *Municipal Councillor's Guide 2014* [[www.mah.gov.on.ca/AssetFactory.aspx?did=4965](http://www.mah.gov.on.ca/AssetFactory.aspx?did=4965)] now refers to *Code* protections
- Section 4.6 of the 2014 Provincial Policy Statement under the *Planning Act* [[www.mah.gov.on.ca/Page10679.aspx](http://www.mah.gov.on.ca/Page10679.aspx)] now states that the PPS shall be implemented in a way that is consistent with the *Code* and the *Charter of Rights and Freedoms*.

Also in 2014, several Ontario planning schools and organizations added human rights content to courses and ongoing professional education. We continue to work with them to ensure that new graduates and practicing planners incorporate human rights principles in their work.

The OHRC provides several tools to help elected officials, staff and advocates improve human rights in housing, planning, licensing and other municipal decisions.

- Our municipal guides, *In the zone: Housing, human rights and municipal planning* [[www.ohrc.on.ca/en/zone-housing-human-rights-and-municipal-planning](http://www.ohrc.on.ca/en/zone-housing-human-rights-and-municipal-planning)]; and *Room for everyone: human rights and rental housing licensing* [[www.ohrc.on.ca/en/room-everyone-human-rights-and-rental-housing-licensing](http://www.ohrc.on.ca/en/room-everyone-human-rights-and-rental-housing-licensing)] identify human rights risks and best practices in zoning and licensing.
- Our *Neighbourhood housing tip sheet* [[www.ohrc.on.ca/en/neighbourhood-housing-tip-sheet-fact-sheet](http://www.ohrc.on.ca/en/neighbourhood-housing-tip-sheet-fact-sheet)] offers suggestions for responding to community concerns about affordable supportive and rental housing, including discriminatory opposition that is based on stereotypes, assumptions and misinformation about people or the impact on the neighbourhood.
- Municipalities can also spread the message about human rights in housing by sharing our landlord and tenant brochures, fact sheet on fair rental housing ads, and *Policy on human rights and rental housing* with community members and organizations.

These publications are available in both English and French on our website at [www.ohrc.on.ca/en/social\\_areas/housing](http://www.ohrc.on.ca/en/social_areas/housing). To order printed copies, email us at [communications@ohrc.on.ca](mailto:communications@ohrc.on.ca).

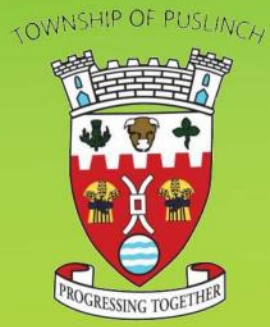
Municipalities are the level of government that is closest to the daily lives of people across Ontario. The decisions you make can have an immediate impact on the human rights of your residents. I challenge you to look at your planning, bylaws and decision-making processes, and to apply a human rights lens to help your neighbourhoods and communities be supportive, welcoming places for everyone to call home.

If you would like more information on human rights, municipal decision-making and housing, please contact Jacquelin Pegg at 416-326-9863 or via email at [jacquelin.pegg@ohrc.on.ca](mailto:jacquelin.pegg@ohrc.on.ca).

Yours truly,



Barbara Hall, B.A., LL.B., Ph.D. (hon.)  
Chief Commissioner



# Draft Recreation Parks Master Plan

## Council Meeting

March 4, 2015

*mbpc*

**Monteith • Brown**  
planning consultants



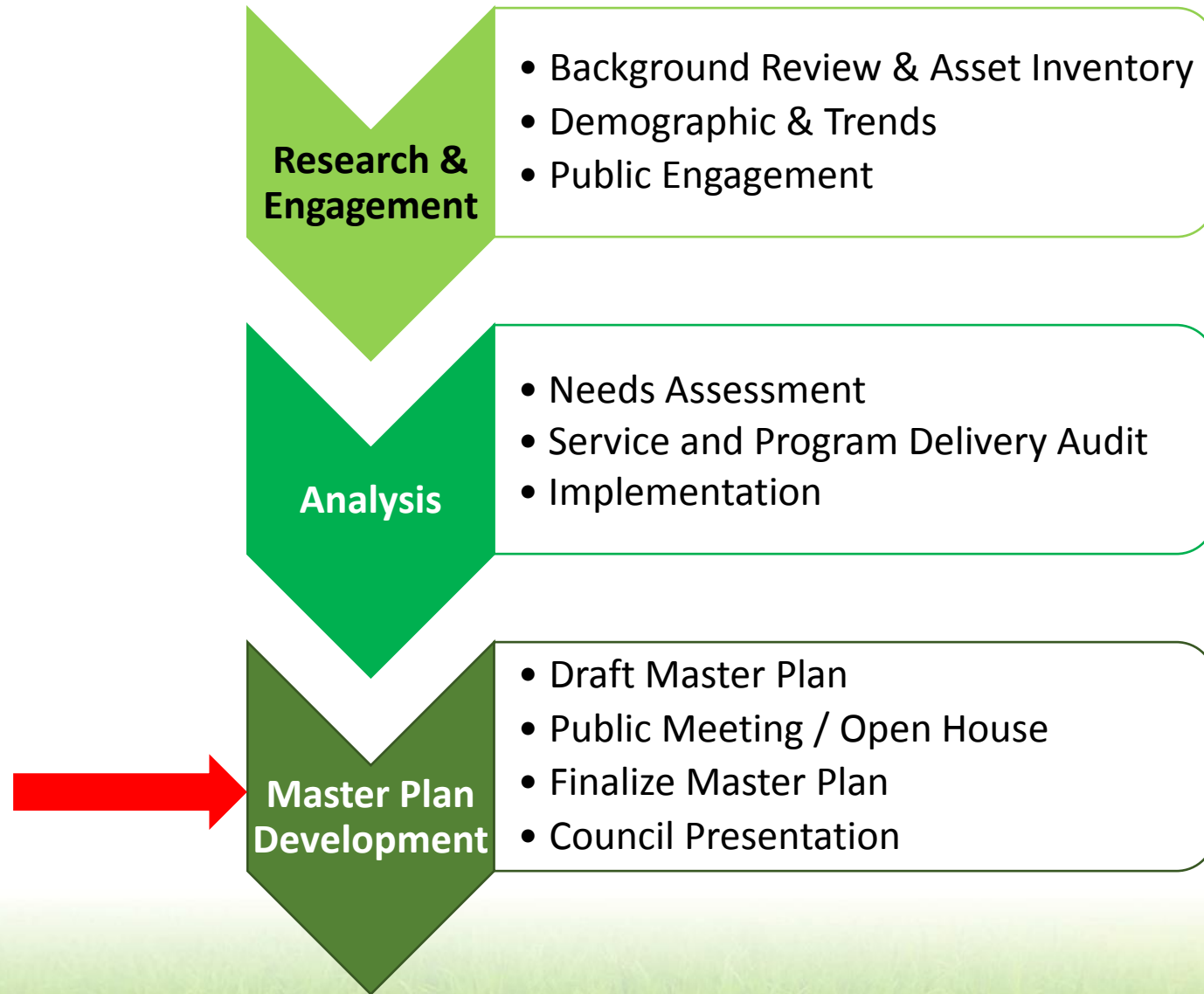
# Purpose

A clear action plan and strategy to guide the development of:

- Recreation and parks facilities and services
- Parks, open space, and trails
- Opportunities for all residents, regardless of age and ability
- 10 year time frame



# Work Plan

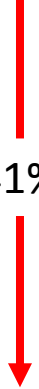


# Puslinch Township at a Glance

- The Township is expected to grow by 41% by 2031
- 10% of new housing growth is anticipated to take place in Aberfoyle (6%) and Morriston (4%), with the remaining 90% spread throughout the Township (source: DC Study)
- The Township has a higher median age (47.6 years) than the County (39.5 years) and the Province (40.4 years)
- The median household income in 2010 was \$89,261, higher than the County (\$79,070) and the Province (\$66,358)

| Census Year | Population |
|-------------|------------|
| 2011        | 7,029      |
| 2016        | 8,130      |
| 2021        | 8,720      |
| 2026        | 9,320      |
| 2031        | 9,920      |

41%





# Overview of Public Engagement

1. Community Launch Event (over 20 participants)
2. Online Community Survey (98 responses)
3. User Group Survey
4. Staff, Council, and Recreation Committee Workshops
5. Stakeholder Focus Groups and Interviews



A Public Meeting / Open House will be held prior to finalizing the Master Plan

# ey Consultation Themes

- Vision for Puslinch Community Centre Lands
- Need for additional soccer fields
- More unstructured and informal recreation facilities (e.g., walking trails and splash pads)
- Desire for more activities for youth and older adults (particularly sticks/pucks and shinny)



# Draft Recommendations      Service Delivery

- Continue to serve as a provider of space for parks and recreation opportunities within Puslinch; a direct programming role is not recommended
- Maintain and promote an up-to-date inventory of recreation opportunities provided in the community
- Work with community partners (e.g., YMCA-YWCA Guelph) to regularly evaluate program opportunities (including low-cost options), with an emphasis on older adults and seniors, as well as children and youth.
- Participate more fully in the Wellington-Dufferin-Guelph “in motion” initiative
- Build relationships with local institutions and adjacent municipalities to improve collaboration and ensure affordable access



# Draft Recommendations      Service Delivery

- Evaluate staffing options to enhance coordination, accountability, and transparency; this may include:
  - The creation of a full-time municipal position to oversee the daytime operation of the ORC and community development activities (volunteer resources should be redeployed to other areas under municipal supervision)
  - Where necessary, consolidate part-time staff into full-time equivalents to address growing Township-wide facility and park maintenance requirements



# Draft Recommendations      Service Delivery

- Review the Recreation Committee's terms of reference; activate the Committee's mandate through the development of an annual work plan
- Work with the Badenoch Community Centre Board to seek its incorporation as a not-for-profit entity responsible for the operation of the Badenoch Community Centre; alternately the Township may consider assuming the operational duties for this facility





# Draft Recommendations      Service Delivery

- Undertake a Communications & Branding Strategy to promote local parks and recreation opportunities; consider publishing a bi-annual community leisure guide, digital signage, social media, and a Township-wide branding initiative
- Host an annual forum to improve communication with and between community organizations
- Establish an hourly charge for soccer groups other than the local minor soccer association
- Through the fees and charges by-law, establish a policy for fee waivers
- Develop a Community Funding Policy and grant program
- Create a parks maintenance policy
- Establish a facility allocation policy

# Draft Recommendations      Community Centres

- Prioritize improvements to the Puslinch Community Centre and Badenoch Community Centre through the long-term capital forecast
- Emphasize the use of existing facilities for older adult and youth activities
- Continue to focus on promoting and facilitating active living and fitness programs at existing municipal facilities



# Draft Recommendations    Sports Fields

- Provide two new soccer fields – one lit full size (11v11) and one smaller field (9v9) at Puslinch Community Centre Park expansion lands
- Be prepared to explore alternative options for providing soccer fields should the Calvary Baptist Church elect to terminate the informal arrangement with the Township
- In coordination with local ball groups, identify and prioritize improvements to select ball diamonds
- Consider re-purposing the Puslinch Community Centre ball diamond to alternative uses (e.g., splash pad, soccer field, improved circulation, etc.)



# Draft Recommendations      Other Park Amenities

- Work with the Puslinch Tennis Club to facilitate improvements to existing courts and to convert one club court into a public court
- Seek and engage an interested community partner in the development and potential operation of a splash pad at the Puslinch Community Centre Park
- Assess opportunities to update and modernize the playgrounds at Boreham Park and the Puslinch Community Centre Park



# Draft Recommendations PCC Park Expansion

Develop a Master Plan for the entire Puslinch Community Centre Park to consider:

- One new lit full size soccer field (11v11) and one smaller field (9v9)
- Splash pad (recirculation system) – needs to be located in developed portion
- Improved playground with barrier-free components
- Unpaved parking lot to serve expansion lands
- Club-led improvements to the existing tennis courts (including the potential conversion of one court to a public court)
- Potential to re-purpose the lit ball diamond to an alternative use
- Development of unpaved trail loop







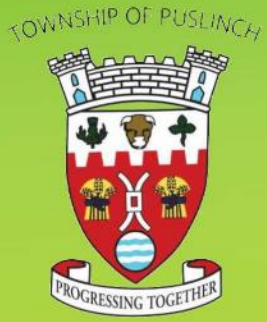
# Draft Recommendations Parks, Open Space, Trails

- Adopt a parkland service target of 3.0 hectares per 1,000 residents (current level is 3.1/1000), which would require an additional 7.6ha by 2031
- Parkland hierarchy and various park and trail policy considerations put forth
- Engage local residents and seek opportunities to divest or naturalize Fox Run Park
- Establish a consistent signage design template for parks, recreation facilities, and trail heads
- Assign high priority to the creation of local active transportation routes identified in the Wellington County Active Transportation Master Plan

# Next Steps

1. Internal review of complete Draft Master Plan
2. Public Meeting / Open House – April 17
3. Finalize Plan – May





# Thank You

## Questions and Comments



**Monteith + Brown**  
planning consultants



8.2(a)



RESOLUTION  
MUNICIPAL COUNCIL  
THE CORPORATION OF THE TOWNSHIP OF PUSLINCH

2015-

Date: March 4, 2015

Moved by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

That Council does hereby authorize the applications for Cancellation, Reduction or Refund of Taxes chapter 25, section 357 or 358 of the Municipal Act, 2001 as follows:

| Year | Application # | Roll #  | Write Off Amount |
|------|---------------|---------|------------------|
| 2014 | 02/15         | 4-02302 | \$ 232.05        |
| 2014 | 01/15         | 4-02302 | \$ 2,462.36      |
| 2014 | 03/15         | 2-05715 | \$ 9,275.20      |

| RECORDED VOTE       | YES | NO | CONFLICT | ABSENT |
|---------------------|-----|----|----------|--------|
| Councillor Bulmer   |     |    |          |        |
| Councillor Roth     |     |    |          |        |
| Mayor Lever         |     |    |          |        |
| Councillor Stokley  |     |    |          |        |
| Councillor Fielding |     |    |          |        |
| TOTAL               |     |    |          |        |

MAYOR: \_\_\_\_\_

CARRIED

LOST



## REPORT FIN-2015-08

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TO: Mayor and Members of Council

FROM: Mary Hasan, Director of Finance/Treasurer

MEETING DATE: March 4, 2015

SUBJECT: Rural Economic Development Program – Township of Puslinch  
Community Improvement Plan - Execution of Agreement  
File No. L04 MIN

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### RECOMMENDATIONS

That Report FIN-2015-08 regarding the Rural Economic Development Program – Township of Puslinch Community Improvement Plan - Execution of Agreement be received; and

That Council enact a By-law authorizing the entering into an Agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs in order to participate in the Rural Economic Development Program as outlined in Schedule A to Report FIN-2015-08.

### DISCUSSION

#### Purpose

The purpose of this report is to recommend that Council enact a By-law authorizing the entering into an Agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs in order to participate in the Rural Economic Development Program as outlined in Schedule A to Report FIN-2015-08.

#### Background

The Township of Puslinch Business Retention and Expansion (BR+E) Report prepared by Genny Smith of GS Consulting was presented to Council by delegation at the June 4, 2014 Council meeting. One of the short-term action items identified was the creation of a Community Improvement Plan (CIP). Township staff prepared Report PD-2014-007 which indicates the first step of the CIP project is to apply to eligible grant funding programs to fund the project.



## **FINANCIAL IMPLICATIONS**

Report PD-2014-007 also includes the financial implications of the project including its funding sources of:

- \$2,500 taxation levy
- \$12,500 County of Wellington BR+E Municipal Implementation Fund
  - The County of Wellington BR+E Municipal Implementation Fund has yearly funding of \$25,000 available per municipality; therefore, the remaining funds of \$12,500 will be utilized for the Development Coordinator's role with overseeing the CIP project.
- \$15,000 Rural Economic Development Program

This project is included as a Capital Carry forward project in the 2015 Capital Budget and Forecast for the Planning department.

## **APPLICABLE LEGISLATION AND REQUIREMENTS**

Not applicable

## **ATTACHMENTS**

Schedule A: By-law to authorize the entering into an Agreement

# SCHEDULE "A"

## THE CORPORATION OF THE TOWNSHIP OF PUSLINCH

### BY-LAW NUMBER 2015-XX

Being a by-law to authorize the entering into an Agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs in order to participate in the Rural Economic Development Program for the Community Improvement Plan.

**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 Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs in order to participate in the Rural Economic Development Program for the Community Improvement Plan.

**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 Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs with respect to an agreement for the Rural Economic Development Program for a Community Improvement Plan; 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 4<sup>th</sup> DAY OF MARCH, 2015.**

---

Dennis Lever, Mayor

---

Karen M. Landry, CAO/Clerk

# SCHEDULE "B"



THE AGREEMENT effective as of December 18, 2014

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO  
as represented by the Minister of Agriculture, Food and Rural Affairs

("OMAFRA")

- and -

THE CORPORATION OF THE TOWNSHIP OF PUSLINCH

(the "Recipient")

## Background:

OMAFRA funds projects similar to the Project described in Schedule "A" under the Rural Economic Development Program.

The Recipient has applied to OMAFRA for funds under the Rural Economic Development Program to assist the Recipient in carrying out the Project and OMAFRA wishes to provide such funds.

## Consideration:

In consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Parties agree as follows:

## ARTICLE 1. DEFINITIONS

### 1.1. Interpretation. For the purposes of interpretation:

- a) words in the singular include the plural and vice-versa;
- b) words in one gender include all genders;
- c) the background and the headings do not form part of the Agreement; they are for reference only and shall not affect the interpretation of the Agreement;
- d) any reference to dollars or currency shall be to Canadian dollars and currency; and
- e) "include", "includes" and "including" shall not denote an exhaustive list.

### 1.2. Definitions. In the Agreement the following terms shall have the following meanings:

"**Agreement**" means this Agreement entered into between OMAFRA and the Recipient and includes all of the schedules listed in section 26.1.

"**BPSAA**" means the *Broader Public Sector Accountability Act, 2010* (Ontario), including any directives issued pursuant to that Act.

"**Budget**" means the budget attached to the Agreement as Schedule "B".

"**Business Day**" means any working day, Monday to Friday inclusive, but excluding statutory and other holidays, and any other day which the Ministry has elected to be closed for business.

**"Effective Date"** means the date set out at the top of the Agreement.

**"Eligible Costs"** means the costs described under Part B.1 of Schedule "B" of this Agreement that are directly attributable to the Project and are incurred and paid by the Recipient between the Effective Date and the Project Completion Date and, more specifically, according to Part B.2 of Schedule B of this Agreement.

**"Events of Default"** has the meaning ascribed to it in section 14.1.

**"Force Majeure"** has the meaning ascribed to it in Article 24

**"Funding Year"** means:

- a) the period commencing on the Effective Date and ending on the following March 31; and
- b) if there are Funding Years subsequent to the Funding Year in (a), the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

**"Funds"** means the money provided by OMAFRA to the Recipient pursuant to the Agreement.

**"Indemnified Parties"** means Her Majesty the Queen in right of Ontario, Her Ministers, agents, appointees and employees.

**"Maximum Funds"** means **\$15,000.00**

**"Notice"** means a communication required to be given pursuant to the Agreement.

**"Parties"** means OMAFRA and the Recipient.

**"Project"** means the undertaking described in Schedule "A".

**"Project Completion Date"** means the date set out for completion of the project in Schedule "A".

**"Reports"** means the reports described in Schedules "D", "E" and "F".

**"Wind Down Costs"** means the Recipient's reasonable costs to wind down the Project.

## **ARTICLE 2. REPRESENTATIONS, WARRANTIES AND COVENANTS**

**2.1. General.** The Recipient represents, warrants and covenants that:

- a) it is, and shall continue to be for the term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- b) it has, and shall continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Project; and
- c) any information the Recipient provided to OMAFRA in support of its request for Funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it, and shall continue to be true and complete for the term of the Agreement in every respect.

**2.2. Execution of Agreement.** The Recipient represents and warrants that:

- a) it has the full power and authority to enter into the Agreement; and
- b) it has taken all necessary actions to authorize the execution of the Agreement.

**2.3. Governance.** The Recipient represents, warrants and covenants that it has, and shall maintain, in writing, for the period during which the Agreement is in effect:

- a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- b) procedures to ensure the ongoing effective functioning of the Recipient;
- c) decision-making mechanisms;
- d) procedures to provide for the prudent and effective management of the Funds;
- e) procedures to enable the successful completion of the Project;
- f) procedures to enable the timely identification of risks to the completion of the Project and strategies to address the identified risks;
- g) procedures to enable the preparation and delivery of all Reports required pursuant to Article 7; and
- h) procedures to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under the Agreement.

2.4. **Supporting Documentation.** Upon request, the Recipient shall provide OMAFRA with proof of the matters referred to in Article 2.

### **ARTICLE 3. TERM OF THE AGREEMENT**

3.1. **Term.** The term of the Agreement shall commence on the Effective Date and shall expire on **June 30, 2016** unless terminated earlier pursuant to Article 12, Article 13 or Article 14.

### **ARTICLE 4. FUNDS AND CARRYING OUT THE PROJECT**

4.1. **Funds Provided.** Subject to the Recipient's strict compliance with the terms and conditions of this Agreement, OMAFRA shall:

- a) provide funds for fifty percent (**50%**) of the Eligible Costs that the Recipient incurred, paid and claimed in the required form subject to the respective deadlines and Funding Year limits set out in Schedule "C" to this Agreement. *Note: The percentage noted above in Article 4.1 a) is rounded to a whole number. For payment purposes the percentage is calculated to 10 decimal places and is based on the Eligible Costs that the Recipient incurred.*
- b) provide Funding up to the Maximum Funds to the Recipient;
- c) provide Funding as long as the total amount of the Funds and federal assistance for the Eligible Costs actually incurred and paid by the Recipient does not exceed seventy-five percent (75%), or in the case of special circumstances, ninety percent (90%) of those costs; and
- d) deposit the Funds into an account designated by the Recipient provided that the account:
  - i) is at a Canadian financial institution in Canada; and
  - ii) is in the name of the Recipient.

4.2. **Limitation on Payment of Funds.** Despite section 4.1, OMAFRA:

- a) may not provide any Funds to the Recipient until the Recipient provides the insurance certificate or other documents provided for in section 11.2;
- b) is not obligated to provide any Funds until it is satisfied with the progress of the Project and has received the progress report as described in Schedule "E" and the claim statement as described in Schedule "D";

c) may withhold any amount allocated to a particular Funding Year as set out in Schedule "C" if the Recipient fails to meet the corresponding Funding Year claim deadline and, if a payment is withheld pursuant to this provision,

i) shall have no further obligation to make this particular Funding Year payment to the Recipient thereafter;

ii) may reduce the amount of the Maximum Funds.

d) shall hold back 10% of the Funds until OMAFRA has received a completed Final Project Report in accordance with Schedule "F" that is satisfactory to OMAFRA in its sole and absolute discretion;

e) if, pursuant to the provisions of the *Financial Administration Act* (Ontario) as amended, OMAFRA does not receive the necessary appropriation from the Ontario Legislature for any payment Ontario may be obligated to make under the Agreement, OMAFRA is not obligated to make the payment and OMAFRA may, pursuant to section 13.1, terminate the Agreement or may reduce the amount of the Maximum Funds and may, in consultation with the Recipient, change the Project; and

f) is not obligated to pay interest on the hold back as described in d) or any other payments under this Agreement.

**4.3. Use of Funding and Project.** The Recipient shall:

a) carry out the Project;

i) on or before the Project Completion Date according to the summary, activities and Timelines of the Project as set out in Schedules "A" and "B" of this Agreement; and the Budget and Payment Schedule as set out in Schedules "B" and "C" of this Agreement;

ii) in strict compliance with the terms of the Agreement; and

iii) in compliance with all federal and provincial laws or regulations, all municipal by-laws, and any other orders, rules or by-laws related to any aspect of the Project.

**4.4. No Changes.** The Recipient shall:

a) not make any changes to the Project, the Timelines and/or the Budget without the prior written consent of OMAFRA; and

b) abide by the terms and conditions OMAFRA may require pursuant to any consent.

**4.5. Maximum Funds.** The Recipient acknowledges that, notwithstanding any other provision herein, the Funds available to it pursuant to the Agreement shall never exceed the Maximum Funds.

**4.6. Rebates, Credits and Refunds.** The Recipient shall not use the Funds for any costs including taxes for which it has received, will receive, or is eligible to receive a rebate, credit or refund.

**ARTICLE 5. ACQUISITION OF GOODS AND SERVICES**

**5.1. Acquisition.** Subject to section 31 if the Recipient acquires supplies, equipment or services with the Funds, it shall do so through a process that promotes the best value for the money.

**ARTICLE 6. CONFLICT OF INTEREST**

**6.1. No Conflict of Interest.** The Recipient shall carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.

- 6.2. **Conflict of Interest Includes.** For the purposes of this Article, a conflict of interest includes any circumstances where:
- a) the Recipient; or
  - b) any person who has the capacity to influence the Recipient's decisions; has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Project and the use of the Funds.
- 6.3. **Disclosure to OMAFRA.** The Recipient shall:
- a) disclose to OMAFRA without delay any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and
  - b) comply with any terms and conditions that OMAFRA may prescribe as a result of the disclosure.

## **ARTICLE 7. REPORTING, ACCOUNTING AND REVIEW**

- 7.1. **Preparation and Submission.** The Recipient shall:
- a) submit to OMAFRA at the address provided in Section 17.1, all Reports in accordance with the timelines and content requirements set out in Schedules "C", "D", "E" and "F" or in a form as may be specified by OMAFRA from time to time;
  - b) more particularly, if the project is longer than six months, submit progress reports on June 1st and December 1st of each Funding Year between the Effective Date and the Project Completion Date of this Agreement;
  - c) more particularly, submit the Final Project Report within sixty (60) Business Days of the Project Completion Date.
  - d) submit to OMAFRA at the address provided in Section 17.1, any other reports as may be requested by OMAFRA in accordance with timeline and content requirements specified by OMAFRA;
  - e) ensure that all Reports and other reports are completed to the full satisfaction of OMAFRA; and
  - f) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.
- 7.2. **Record Maintenance.** The Recipient shall keep and maintain:
- a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
  - b) all non-financial documents and records relating to the Funds or otherwise to the Project.
- 7.3. **Inspection.** OMAFRA, its authorized representatives or an independent auditor identified by OMAFRA may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's expenditure of the Funds, and for these purposes OMAFRA, its authorized representatives or an independent auditor identified by OMAFRA, may:
- a) inspect and copy the records and documents referred to in section 7.2; and
  - b) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds and/or Project.

- 7.4. **Disclosure.** To assist in respect of the rights set out in Section 7.3, the Recipient shall disclose any information reasonably requested by OMAFRA, its authorized representatives or an independent auditor identified by OMAFRA, and shall do so in a form reasonably requested by OMAFRA, its authorized representatives or an independent auditor identified by OMAFRA, as the case may be.
- 7.5. **No Control over Unrelated Information.** No provision of the Agreement shall be construed so as to give OMAFRA any control whatsoever over the Recipient's documentation or information that is not related to the Project or to the expenditure of Funds.
- 7.6. **Auditor General.** For greater certainty, OMAFRA's rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9(1) of the *Auditor General Act* (Ontario).

#### ARTICLE 8. CREDIT

- 8.1. **Acknowledge Support.** Unless otherwise directed by OMAFRA, the Recipient shall, in a form approved by OMAFRA, acknowledge the support of OMAFRA in any publication of any kind, written or oral, relating to the Project.
- 8.2. **Publication.** If the Recipient publishes any material of any kind, written or oral, relating to the Project, the Recipient shall indicate in the material that the views expressed are the views of the Recipient and do not necessarily reflect those of OMAFRA.
- 8.3. **Ontario Publicizing Information About the Recipient's Project.** The Recipient acknowledges that OMAFRA may publicize information regarding the Recipient's Project, including the amount of Funding received by the Recipient and the nature of the Project.

#### ARTICLE 9. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

- 9.1. **FIPPA.** The Recipient acknowledges that OMAFRA is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario), as amended from time to time, and that any information provided to OMAFRA in connection with the Project or otherwise in connection with the Agreement is subject to disclosure in accordance with that Act.

#### ARTICLE 10. INDEMNITY

- 10.1. **Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, (collectively, "Claims"), by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of OMAFRA.

#### ARTICLE 11. INSURANCE

- 11.1. **Recipient's Insurance.** the Recipient represents and warrants that it has, and shall maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B + or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including:
- a) commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million dollars (\$2,000,000.00) per occurrence. The policy shall include the following:
    - i) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;



- ii) a cross-liability clause;
  - iii) contractual liability coverage; and
  - iv) thirty (30) days written notice of cancellation, termination or material change.
- 11.2. **Proof of Insurance.** If requested by OMAFRA, the Recipient shall provide OMAFRA with certificates of insurance, or other proof as may be requested by OMAFRA, that confirms the insurance coverage as provided for in section 11.1. If requested by OMAFRA, the Recipient shall make available to OMAFRA a copy of each insurance policy.

## **ARTICLE 12. TERMINATION ON NOTICE**

- 12.1. **Termination on Notice.** OMAFRA may terminate the Agreement at any time upon giving at least thirty (30) days Notice to the Recipient.
- 12.2. **Consequences of Termination.** If OMAFRA terminates the Agreement pursuant to section 12.1, OMAFRA may:
- a) cancel all further payment of Funds;
  - b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
  - c) determine the Wind Down Costs, and:
    - i) permit the Recipient to offset the Wind Down Costs against the amount the Recipient owes pursuant to subsection 12.2(b); and/or
    - ii) subject to section 4.5, provide Funds to the Recipient to cover the Wind Down Costs.

## **ARTICLE 13. TERMINATION WHERE NO APPROPRIATION**

- 13.1. **Termination Where No Appropriation.** If, as provided for in section 4.2(e), OMAFRA does not receive the necessary appropriation from the Ontario Legislature for any payment OMAFRA is obligated to make under the Agreement, OMAFRA may terminate the Agreement immediately by giving Notice to the Recipient.
- 13.2. **Consequences of Termination.** If OMAFRA terminates the Agreement pursuant to section 13.1, OMAFRA may:
- a) cancel all further payment of Funds;
  - b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient.
- 13.3. **No Additional Funds.** For purposes of clarity, OMAFRA shall not provide Funds to the Recipient to cover the Wind Down Costs where there is a termination due to lack of appropriation.

## **ARTICLE 14. EVENTS OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT**

- 14.1. **Events of Default.** Each of the following events shall constitute an "Event of Default":
- a) in the opinion of OMAFRA the Recipient has knowingly provided false or misleading information regarding its request for Funds or in any other communication with OMAFRA;
  - b) in the opinion of OMAFRA the Recipient breaches any representation, warranty, covenant or material requirement of the Agreement, including failing to do any of the following in accordance with the terms of the Agreement:
    - i) carry out the Project;

- ii) use the Funds; and/or
  - iii) provide Reports or such reports as may have been requested;
  - c) the nature of the Recipient's operations, its corporate status or its organizational structure changes so that it no longer meets one or more of the applicable eligibility requirements of the program under which OMAFRA provides the Funds;
  - d) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver;
  - e) the Recipient ceases to operate; and
  - f) an event of Force Majeure continues for a period of sixty (60) days or more.
- 14.2. **Corrective Action.** If an Event of Default occurs OMAFRA may, at any time, take one or more of the following actions:
- a) initiate any action OMAFRA considers necessary in order to facilitate the successful continuation or completion of the Project;
  - b) suspend the payment of Funds for such period as OMAFRA determines appropriate;
  - c) reduce the amount of the Funds;
  - d) cancel all further payment of Funds;
  - e) demand the repayment of an amount equal to any Funds the Recipient used for purposes not agreed upon by OMAFRA;
  - f) demand the repayment of an amount equal to any Funds OMAFRA provided to the Recipient; and/or
  - g) terminate the Agreement at any time, including immediately, upon giving Notice to the Recipient.
- 14.3. **Opportunity to Remedy.** In addition to its rights provided for in section 14.2, OMAFRA may provide the Recipient an opportunity to remedy the Event of Default by providing Notice to the Recipient:
- a) of the particulars of the Event of Default; and
  - b) of the period of time within which the Recipient is required to remedy the Event of Default.
- 14.4. **Recipient not Remediating.** If OMAFRA has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 14.3 and:
- a) the Recipient does not remedy the Event of Default within the time period specified in the Notice;
  - b) it becomes apparent to OMAFRA that the Recipient cannot completely remedy the Event of Default within the time specified in the Notice or such further period of time as OMAFRA considers reasonable; or
  - c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to OMAFRA.
- OMAFRA may initiate any one or more of the actions provided for in subsections 14.2 (a), (b), (c), (d), (e), (f) and (g).
- 14.5. **Effective Date of Termination.** Termination under this Article shall take effect as set out in the Notice in section 12.1.

## ARTICLE 15. FUNDS AT THE END OF A FUNDING YEAR

15.1. **Funds at the End of a Funding Year.** Without limiting any of OMAFRA's rights under Article 14, if the Recipient has not:

- a) met a claim deadline set out in Schedule "C";
- b) satisfied OMAFRA in its sole and absolute discretion, that all of the Funds allocated to the corresponding Funding Year, as set out in Schedule "C" of this Agreement, were spent by the Recipient that same Funding Year to carry out the Project in accordance with the terms and conditions of the Agreement

OMAFRA may reduce the Funds allocated to that Funding Year and the Maximum Funds accordingly.

## ARTICLE 16. REPAYMENT

- 16.1. **Debt Due.** If OMAFRA demands the payment of any monies, including any Funds from the Recipient or if the Recipient owes any monies, including any Funds, to OMAFRA, whether or not their repayment has been demanded by OMAFRA, such monies shall be deemed to be a debt due and owing to OMAFRA by the Recipient, and the Recipient shall pay or return the amount to OMAFRA immediately unless OMAFRA directs otherwise.
- 16.2. **Interest Rate.** OMAFRA may charge the Recipient interest on any monies owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.
- 16.3. **Cheque Payable To.** The Recipient shall pay any monies owing to OMAFRA by cheque payable to the "Ontario Minister of Finance" and mailed to OMAFRA at the address provided in section 17.1.

## ARTICLE 17. NOTICE

17.1. **Notice in Writing and Addressed.** Notice shall be in writing and shall be delivered by postage-prepaid mail, personal delivery, facsimile or email, and shall be addressed to, OMAFRA and the Recipient respectively, as set out below:

### To OMAFRA:

Ministry of Agriculture, Food and Rural Affairs  
4th Floor, 1 Stone Road West  
Guelph, Ontario N1G 4Y2

Attention: Brent Kennedy, Director  
Rural Programs Branch

Fax: (519) 826-3398

Email: RED@ontario.ca

### To the Recipient:

The Corporation of the Township of Puslinch  
7404 Wellington Road 34, RR 3  
Guelph, Ontario N1H 6H9

Attention: Mary Hasan  
Director of Finance/Treasurer

Fax: (519) 763-5846

Email: mhasan@puslinch.ca

17.2. **Notice Given.** Notice shall be deemed to have been received:

- a) in the case of postage-prepaid mail, five (5) Business Days after such Notice is mailed; or
- b) in the case of personal delivery, facsimile or email, one (1) Business Day after such Notice is received by the other Party.

17.3. **Postal Disruption.** Despite subsection 17.2(a), in the event of a postal disruption:

- a) Notice by postage-prepaid mail shall not be deemed to be received; and
- b) the Party giving Notice shall provide Notice by personal delivery, facsimile or email.

## **ARTICLE 18. SEVERABILITY OF PROVISIONS**

- 18.1. **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision shall be deemed to be severed.

## **ARTICLE 19. WAIVER**

- 19.1. **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 17. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

## **ARTICLE 20. INDEPENDENT PARTIES**

- 20.1. **Parties Independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of OMAFRA and the Recipient shall not take any actions that could establish or imply such a relationship.

## **ARTICLE 21. ASSIGNMENT OF AGREEMENT OR FUNDS**

- 21.1. **No Assignment.** The Recipient shall not assign any part of the Agreement or any Funds without the prior written consent of OMAFRA which OMAFRA may, in its sole discretion, provide or withhold.
- 21.2. **Agreement to Extend.** The rights and obligations contained in the Agreement shall extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

## **ARTICLE 22. GOVERNING LAW**

- 22.1. **Agreement Governed By.** The Agreement and the rights, obligations and relations of the Parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement shall be conducted in Ontario.

## **ARTICLE 23. FURTHER ASSURANCES**

- 23.1. **Agreement into Effect.** The Parties shall do or cause to be done all acts or things necessary to implement and carry into effect the terms of the Agreement to its full extent.

## **ARTICLE 24. CIRCUMSTANCES BEYOND THE CONTROL OF EITHER PARTY**

- 24.1. **Force Majeure Means.** For the purposes of the Agreement, "Force Majeure" means an event that is:
- a) beyond the reasonable control of a Party; and
  - b) makes a Party's performance of its obligations under the Agreement impossible or so impracticable as reasonably to be considered impossible in the circumstances.
- 24.2. **Force Majeure Includes.** Force Majeure includes:
- a) infectious diseases, war, riots and civil disorder;
  - b) storm, flood, earthquake or other severely adverse weather conditions;
  - c) confiscation or other similar action by government agencies;
  - d) lawful act by a public authority; and

e) strikes, lockouts and other labour actions,

**24.3. Force Majeure Shall Not Include.** Force Majeure shall not include:

a) any event that is caused by the negligence or intentional action of a Party or such Party's agents or employees;

b) any event that a diligent Party could reasonably have been expected to:

i) take into account at the time of the execution of the Agreement; and

ii) avoid or overcome in the carrying out of its obligations under the Agreement.

**24.4. Failure to Fulfil Obligations.** Subject to section 14.1(f), the failure of either Party to fulfil any of its obligations under the Agreement shall not be considered to be a breach of, or Event of Default under, the Agreement to the extent that such failure to fulfill the obligation arose from an event of Force Majeure, if the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Agreement.

**ARTICLE 25. SURVIVAL**

**25.1. Survival.** The provisions in Article 1, sections 4.6, 7.1 (to the extent that the Recipient has not provided the Reports), 7.2, 7.3, 7.4, 7.5, 7.6, Articles 8 and 10, sections 12.2, 13.2, 13.3, 14.1, 14.2 (c), (d), (e), (f) and (g), 14.4, Articles 16, 17, 18, 22, 26, 27 and 29, 30 and all applicable definitions, cross-referenced provisions and Schedules shall continue in full force and effect for a period of seven (7) years from the date of expiry or termination of the Agreement.

**ARTICLE 26. SCHEDULES**

**26.1. Schedules.** The Agreement includes the following schedules:

a) Schedule A - Project

b) Schedule B - Budget, Schedule and Eligible Costs

c) Schedule C - Claim Deadlines and Claim Limits for Funding Years

d) Schedule D - Claim Statement

e) Schedule E - Progress Report

f) Schedule F - Final Project Report

**ARTICLE 27. ENTIRE AGREEMENT**

**27.1. Entire Agreement.** The Agreement constitutes the entire Agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

**27.2. Modification of Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

**ARTICLE 28. COUNTERPARTS**

**28.1. Counterparts.** The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**ARTICLE 29. JOINT AND SEVERAL LIABILITY**

**29.1. Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities shall be jointly and severally liable to OMAFRA for the fulfillment of the obligations of the Recipient under the Agreement.

## **ARTICLE 30. RIGHTS AND REMEDIES CUMULATIVE**

30.1. **Rights and Remedies Cumulative.** The rights and remedies of OMAFRA under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

## **ARTICLE 31. BPSAA**

31.1. **BPSAA.** For the purposes of clarity, if the Recipient is subject to the BPSAA and there is a conflict between any of the requirements of the Agreement and the requirements of the BPSAA, the BPSAA shall prevail.

## **ARTICLE 32. FAILURE TO COMPLY WITH OTHER AGREEMENTS**

32.1. **Other Agreements.** If the Recipient:

- a) has failed to comply (a 'Failure') with any term, condition or obligation under any other agreement with Her Majesty the Queen in Right of Ontario or a Crown agency;
- b) has been provided with notice of such Failure in accordance with the requirements of such other agreement; and
- c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement

OMAFRA may suspend the payment of any amount of Funds for such period as OMAFRA determines appropriate.

### **ARTICLE 33. CONSENT**

33.1. **Consent.** OMAFRA may impose any terms and/or conditions on any consent OMAFRA may grant pursuant to the Agreement.

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO** as  
represented by the Minister of Agriculture, Food and Rural  
Affairs

---

Name: George Borovilos  
Title: Assistant Deputy Minister (A)  
Date:

**I have the authority to bind the Crown pursuant to  
delegated authority.**

### **THE CORPORATION OF THE TOWNSHIP OF PUSLINCH**

---

Name: Dennis Lever  
Title: Mayor  
Date:

---

Name: Karen Landry  
Title: CAO/Clerk  
Date:

**I/We have authority to bind the Recipient.**

**SCHEDULE "A"**  
**PROJECT**

|                                 |  |
|---------------------------------|--|
| <b>Recipient Name:</b>          | The Corporation of the Township of Puslinch  |
| <b>Project Title:</b>           | Identify Priorities and Build Support for CIP (Community Improvement Plan)   |
| <b>Project Completion Date:</b> | December 31, 2015  |
| <b>Project Summary:</b>         | The Township of Puslinch will complete a community improvement plan to identify the community's priorities and build community support through stakeholder input and feedback. |
| <b>Project Category:</b>        | Community Improvement Plans  |
| <b>Project Type(s):</b>         | Planning - Development Plans / Strategies  |



**SCHEDULE "B"**  
**BUDGET, SCHEDULE AND ELIGIBLE COSTS**

**B.1 BUDGET AND SCHEDULE**

| Eligible Costs by Eligible Activity |  |  |  |  |                     |
|-------------------------------------|--|--|--|--|---------------------|
| #                                   | Eligible Activity  |  |  |  | Eligible Costs (\$) |
| 1.                                  | Administrative costs (training, staff time, out of pocket disbursements) |  |  |  | \$1,000.00          |
| 2.                                  | Marketing or promotion costs   |  |  |  | \$1,000.00          |
| 3.                                  | Consultant fees  |  |  |  | \$28,000.00         |
| Total Eligible Costs                |  |  |  |  | \$30,000.00         |

| Eligible Costs by Funding Year |                          |                          |                          |                         |                       |
|--------------------------------|--------------------------|--------------------------|--------------------------|-------------------------|-----------------------|
| Funding Year                   | Quarter 1<br>(Apr - Jun) | Quarter 2<br>(Jul - Sep) | Quarter 3<br>(Oct - Dec) | Quarter 4<br>(Jan -Mar) | Funding Year<br>Total |
| 2015-16                        | \$5,000.00               | \$10,000.00              | \$15,000.00              | \$0.00                  | \$30,000.00           |
| Total Eligible Costs           |                          |                          |                          |                         | \$30,000.00           |

## **B.2 ELIGIBLE COSTS**

Subject to Section B.3 below, "**Eligible Costs**" under this Agreement, and more particularly Section B.1 of this Schedule "B", are all direct costs which are in OMAFRA's sole and absolute opinion properly and reasonably incurred in Ontario, and paid by the Recipient under a contract for goods or services necessary for the implementation of the Project. Eligible Costs will include only the following:

Actual cash outlays that are documented through invoices, receipts or other Recipient records acceptable to Ontario;

- Project Management, such as:
  - Consultant fees;
  - Business planning development; and
  - Professional fees such as legal, architectural, accounting, etc. that are specifically related to the project.
- Minor Capital, including:
  - Sub-contractor fees;
  - Equipment (e.g. for prototype development), structural modifications to accommodate the installation of equipment;
  - Architectural design work, engineering work (studies, environmental assessments, etc.);
  - Renovations and retrofits to existing structures (materials or supplies and labour to renovate existing space);
  - Technology upgrades such as computer hardware, software, and network cables.
- Training costs.
- Marketing or promotions costs.
- Travel costs associated with Project development and implementation, subject to Provincial directives.
- Studies and research.
- Administrative costs directly related to Project implementation.
- Wages for new hires to work 100 per cent on Project related activities.

## **B.3 INELIGIBLE COSTS**

The following costs are "**Ineligible Costs**" under this Agreement:

Ineligible Costs include but are not limited to the following costs, which are not eligible in any instance:

- Hospitality costs (unless public-facing)
- Major capital including:
  - Land, buildings and major infrastructure;
  - Additions to buildings, teardowns or rebuilds;
  - Leasing; and
  - Powerlines, plumbing, telecommunications lines or equipment, water lines, etc. outside of the buildings.
- Direct wage subsidies for existing staff.

- In-Kind contributions. An in-kind contribution is identified as goods and services that are contributed to a project by the applicant and co-applicants that would otherwise have to be purchased or contracted in order to complete the Project.
- Debt restructuring, fundraising or financing.
- Normal or on-going business and production operations not directly related to the Project.
- Costs of trucks or other vehicles.
- Cost for which the Recipient is eligible to receive a refund or rebate (including harmonized sales tax).
- Costs incurred in preparing an application.
- Costs of alcohol, international travel, per diems or gifts.

#### **B.4 PROJECT FINANCING OF ELIGIBLE COSTS**

| <b>Source</b>   | <b>Amount</b> |
|---|---------------|
| Township of Puslinch                                    | \$2,500.00    |
| County of Wellington BR+E Municipal Implementation Fund | \$12,500.00   |
| RED Funding   | \$15,000.00   |
| <b>Total Eligible Costs</b>                             |               |

**SCHEDULE "C"**  
**CLAIM DEADLINES & CLAIM LIMITS FOR FUNDING YEARS**

**C.1 PAYMENT SCHEDULE**

| Funding Year                              | Deadlines to Claim Funds Allocated to the Funding Year  | Total Eligible Costs<br>Year Limits | RED Funding Year<br>Amounts     |
|---|---|-------------------------------------|---------------------------------|
|   |   | An amount up to:<br>\$30,000.00     | An amount up to:<br>\$15,000.00 |
| 2015-16 (April 1, 2015 to March 31, 2016) | • No later than May 31, 2016 for all Eligible Costs incurred between April 1, 2015 and March 31, 2016 * | \$30,000.00                         | \$15,000.00                     |
| <b>Total</b>                              |   | <b>\$30,000.00</b>                  | <b>\$15,000.00</b>              |

\*Or sixty (60) Business Days after Project Completion Date as specified in Schedule "A", whichever comes first.



## Schedule "D" Claim Statement

Ontario Ministry of Agriculture, Food and Rural Affairs  
Claim Statement

| Part 1 - Project Information  |                |            |  |
|---|----------------|------------|--|
| File No.  | Project Title: | Date:      |  |
| Part 2 - Authorized Official  |                |            |  |
| Recipient's Name:   | Title:         | Telephone: |  |
| The Recipient warrants that:  |                |            |  |
| 1. The information provided herein and in any document attached is accurate and complete;   |                |            |  |
| 2. It is in compliance with all of the terms and conditions of the Agreement;   |                |            |  |
| 3. The Project as described in the Agreement will be completed by the Project Completion Date as set out in Schedule "A" to the Agreement;  |                |            |  |
| 4. The total amount of provincial, federal and municipal assistance claimed for the Eligible Costs for the Project do not exceed one hundred percent (100%) of the costs actually incurred and paid by the Recipient; and |                |            |  |
| 5. There have been no overpayments by OMAFRA or any other organization or government.   |                |            |  |
| The undersigned solemnly warrants these statements are true as of the date written below.   |                |            |  |
| Signature:  |                |            |  |
| Date:   |                |            |  |

| Part 3 - Claim Information                     |   |    |   |
|--|---|----|---|
| Claim #  | Period Covered by this Claim (MMDDYYYY)   |    | Final Claim   |
|  | From  | To | <input type="checkbox"/> Yes<br><input type="checkbox"/> No |
| Part 4 - Project Update                        |   |    |   |
| Expected completion date of Project (MMDDYYYY) | Are there any issues which may impact the project's success and timing of completion? If yes, please describe and include the actions you are taking to resolve the issues. |    |   |
|  |   |    |   |

| Part 5 - New Invoices - Paid Eligible Costs |                                |             |                               |    |   |                  |
|---|--------------------------------|-------------|-------------------------------|----|---|------------------|
| Invoice #                                   | Dates of Invoice(s) (MMDDYYYY) | Vendor Name | Period of Invoices (MMDDYYYY) |    | Budget Item (Schedule "B" of the Agreement) | Work Description |
|   |                                |             | From                          | To |   |                  |
|   |                                |             |                               |    |   |                  |
|   |                                |             |                               |    |   |                  |
|   |                                |             |                               |    |   |                  |
|   |                                |             |                               |    |   |                  |
|   |                                |             |                               |    |   |                  |
|   |                                |             |                               |    |   |                  |
|   |                                |             |                               |    |   |                  |
|   |                                |             |                               |    |   |                  |
| TOTAL                                       |                                |             |                               |    |   | \$               |

Attach invoices and proofs of payment as listed above and send to:

Rural Programs Branch, 4<sup>th</sup> Floor,  
1 Stone Rd W., Guelph, ON N1G 4Y2  
Email: RED@ontario.ca  
Fax: 519-826-3398



SCHEDULE "E"  
PROGRESS REPORT

|          |               |
|----------|---------------|
| File No. | Project Title |
|----------|---------------|

Progress Reports are to be completed and submitted to OMAFRA by June 1<sup>st</sup> and December 1<sup>st</sup> for the Term of the Agreement.  
Please contact your Project Analyst should you have any questions filling in this report.

Please describe the project activities that have been completed or are in progress for this reporting period

| Description of Activities | Start Date | End Date | Approved Eligible Expenditures per Activity | Amount Claimed to Date per Activity | Activity Status (On, Ahead, or Behind Schedule) | Issues to Date and Actions Taken to Resolve Issues | Confirm Expected Completion Date of Activity |
|---------------------------|------------|----------|---|-------------------------------------|---|--|--|
|                           |            |          | \$  | \$                                  |   |  |  |
|                           |            |          | \$  | \$                                  |   |  |  |
|                           |            |          | \$  | \$                                  |   |  |  |
|                           |            |          | \$  | \$                                  |   |  |  |
|                           |            |          | \$  | \$                                  |   |  |  |
|                           |            |          | \$  | \$                                  |   |  |  |
|                           |            |          | \$  | \$                                  |   |  |  |

| Project Outcomes and Performance Measures | Results to Date |
|---|-----------------|
|   |                 |
|   |                 |
|   |                 |
|   |                 |
|   |                 |

|  |  |
|--|--|
| I UNDERSTAND THAT THIS INFORMATION WILL, SUBJECT TO THE TERMS AND CONDITIONS OF THE AGREEMENT, BE RELIED UPON BY THE GOVERNMENT OF ONTARIO TO ISSUE FUNDS. |  |
| NAME OF AUTHORIZED OFFICIAL (PRINT):   |  |
| SIGNATURE:   |  |

**SCHEDULE "F"**  
**FINAL REPORT**

**Final Report**

**File No.**

RED2-6249

**Project Title**

Identify Priorities and Build Support for CIP (Community Improvement Plan)

**Date**

**Project Recipient**

The Corporation of the Township of Puslinch

Final Reports are to be completed and submitted to OMAFRA within 60 days of the completion of the project. Please contact your Project Analyst should you have any questions completing this report.

**Section 1. Project Details**

Is the following description of your Project as completed accurate?

The Township of Puslinch will complete a community improvement plan to identify the community's priorities and build community support through stakeholder input and feedback.

☐ Yes ☐ No If No, please provide details on any variance below

**Project Variances (if applicable)**

In reading the description and forecasted and actual project completion date above, has your Project experienced any variances either in project scope or schedule? Please identify any other information with respect to the Project that may have changed or may have been altered. Ensure that you provide a rationale for any variances from the project description noted above.

**Section 2. Benefits**

1. Was the project developed through a collaboration and/or partnership or will it result in a collaboration or partnership? A collaboration includes arm's length multiple local entities who were committed to support the project and/or entities that span more than one municipal boundary who supported the project.

*Entities include municipalities, community or not-for-profit organizations, industry and economic development associations, regional organizations, businesses, corporations, First Nations, Metis, Inuit and other broader public sector organizations.*

☐ Yes If yes, how many collaborations and/partnership were developed? \_\_\_\_\_

☐ No

2. Please indicate which of the following benefits you have experienced or anticipate as a result of the project.

|   | At project completion                                       | Result   |
|---|---|--|
| The project helped to address economic barriers.                                  | <input type="checkbox"/> Yes<br><input type="checkbox"/> No | If yes, please indicate the number and type of barrier(s) addressed?<br># of barriers addressed _____<br>Type of barrier addressed: _____  |
| The project enabled the training and/or skills development                        | <input type="checkbox"/> Yes<br><input type="checkbox"/> No | If yes, how many people were trained?<br># of people trained _____   |
| The project assisted in the attraction, retention and or expansion of businesses. | <input type="checkbox"/> Yes<br><input type="checkbox"/> No | If yes, please indicate the number of businesses attracted, retained or expanded<br># of businesses retained _____<br># of businesses attracted _____<br># of businesses expanded _____<br><br>If no, do you anticipate future business attraction and/or expansion as a result of the project?<br><input type="checkbox"/> Yes<br><input type="checkbox"/> No<br># of future businesses retained _____<br># of future businesses attracted _____<br># of future businesses expanded _____ |
| This project assisted in the creation and/or retention of jobs.                   | <input type="checkbox"/> Yes<br><input type="checkbox"/> No | If yes, please indicate the number of jobs created or retained by job type.<br># of full-time jobs created _____<br># of part-time jobs created _____<br># of temporary jobs created _____<br><br># of full-time jobs retained _____<br># of part-time jobs retained _____<br># of temporary jobs retained _____   |



## Section 3. Financial Information

**Approved Total Eligible Costs: \$30,000.00**

| Budget Item                                 | Budgeted Costs | Actual Costs | Variance |
|---|----------------|--------------|----------|
|   | \$             | \$           | \$       |
|   | \$             | \$           | \$       |
|   | \$             | \$           | \$       |
|   | \$             | \$           | \$       |
|   | \$             | \$           | \$       |
|   | \$             | \$           | \$       |
|   | \$             | \$           | \$       |
|   | \$             | \$           | \$       |
|   | \$             | \$           | \$       |
|   | \$             | \$           | \$       |
|   | \$             | \$           | \$       |
| GROSS ELIGIBLE COST                         | \$             | \$           | \$       |
| Less HST (if included in the above numbers) | \$             | \$           | \$       |
| TOTAL NET ELIGIBLE COST*                    | \$             | \$           | \$       |

*\*Total Net Eligible Cost should match the approved amount noted above.*

## Section 4. Other Benefits / Information

Please provide any other information which demonstrates the success of the project and its impact on other stakeholders, rural communities and the province of Ontario.

[illegible]

## Section 5. Service Experience

Based on your project experience with OMAFRA, please indicate with an "X" in the appropriate box for your response.

|  |                |       |                            |          |                   |
|--|----------------|-------|----------------------------|----------|-------------------|
| 1. Please indicate the extent to which you agree or disagree with the following statements.                        | Strongly Agree | Agree | Neither Agree nor Disagree | Disagree | Strongly Disagree |
|  | 1              | 2     | 3                          | 4        | 5                 |
| a. Once my project was approved, I received all the information needed to proceed to the next step of the project. |                |       |                            |          |                   |
| b. The claim forms were easy to understand and complete.   |                |       |                            |          |                   |
| c. I was able to reach appropriate Ministry staff without difficulty.  |                |       |                            |          |                   |
| d. Ministry staff were knowledgeable.  |                |       |                            |          |                   |
| e. I received consistent advice from Ministry staff.   |                |       |                            |          |                   |
| f. Ministry staff were courteous.  |                |       |                            |          |                   |

|  |                |           |                                    |              |                   |
|--|----------------|-----------|------------------------------------|--------------|-------------------|
| 2. Overall, how satisfied were you with the amount of time it took to get the service that you required? | Very satisfied | Satisfied | Neither satisfied nor dissatisfied | Dissatisfied | Very dissatisfied |
|  |                |           |                                    |              |                   |

|   |                |           |                                    |              |                   |
|---|----------------|-----------|------------------------------------|--------------|-------------------|
| 3. Overall, how satisfied were you with the service you received while implementing your project? | Very satisfied | Satisfied | Neither satisfied nor dissatisfied | Dissatisfied | Very dissatisfied |
|   |                |           |                                    |              |                   |

|  |                   |          |             |            |
|--|-------------------|----------|-------------|------------|
| 4. To what extent did the availability of this funding assistance influence your decision to undertake this project? | To a great extent | Somewhat | Very little | Not at all |
|  |                   |          |             |            |

|   |           |          |          |                        |
|---|-----------|----------|----------|------------------------|
| 5. Overall, did you find working in the portal fairly easy to understand? | Very easy | Somewhat | Not easy | Did not use the portal |
|   |           |          |          |                        |

## Section 6. Confidentiality, Certification and Signature

### Confidentiality

Information submitted in this report to the Province of Ontario will be subject to the *Freedom of Information and Protection of Privacy Act*. **Any information submitted in confidence should be clearly marked "CONFIDENTIAL" by the recipients.** Inquiries about confidentiality should be directed to the Rural Programs Branch.

### Certification

1. The Project as described in the Agreement has been completed;

2. The Recipient is in compliance with all of the terms and conditions of the Agreement for the Project;  
and
3. There have been no overpayments by OMAFRA or any other organization or government. All  
payments made are to third parties.

**The undersigned warrants that these statements are true.**

|  |  |
|--|--|
| Name & Title of Authorized Official (Print): |  |
| Signature:                                   |  |
| Date:  |  |



## REPORT FIN-2015-09

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TO: Mayor and Members of Council

FROM: Mary Hasan, Director of Finance/Treasurer

MEETING DATE: March 4, 2015

SUBJECT: 2015 Remuneration By-laws  
File No. C01 REM

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### RECOMMENDATIONS

That Report FIN-2015-09 regarding 2015 Remuneration By-laws be received; and

That Council enact a By-law to establish the rates of remuneration to Staff as outlined in Schedule A to Report FIN-2015-09; and

That Council enact a By-law to establish the rates of remuneration to members of Council, Committees and other Appointments as outlined in Schedule B to Report FIN-2015-09.

### DISCUSSION

#### Purpose

The Municipal Act empowers Council to pass a By-law regulating the appointment, duties and remuneration of Staff. Section 283 of the Municipal Act allows for a municipality to pay any part of the remuneration and expenses of the members of Council, Committees and other Appointments.

#### Background

A cost of living adjustment of 2% was considered at the 2015 Operating Budget meeting held on January 28, 2015. Council approved the 2% cost of living adjustment based on the cost of living adjustments of the comparator municipalities of the 2014 Pay Equity Study. As presented in Report FIN-2015-005, the average cost of living increase being considered or approved by the comparator municipalities used in the Township's 2014 Pay Equity Study and the local municipalities of the County of Wellington, including the County of Wellington was 2.09% for 2015.

The Cost of Living Adjustment approved in the previous two years is as follows:

2013: 1.75%

2014: 1.00%

### **Minor Amendments to the 2015 By-law**

The following are minor wording amendments to By-law No. 034/14 attached as Schedule C to this report.

Section 18 and 19 of By-law No. 034/14 have been removed as these items are now included in Policy No. 2014-004 Overtime and Lieu Policy.

Section 22 of By-law No. 034/14 indicates the following:

“Employees with ten or more continuous years of service with the Township, who retire within ten years of their normal OMERs retirement age, will be able to participate in the health benefits, with the exclusion of Accidental Death and Dismemberment and Long Term Disability, provided under the healthcare benefit package at the time of retirement until the age of 65. This is only available to retirees who do not have access to current coverage elsewhere. A declaration must be signed.”

Township staff have revised the 2015 by-law to remove this last sentence. The practice at the Township has not been to obtain this signed declaration form indicating that the early retirees do not have access to current coverage elsewhere. Township staff also confirmed that the early retirees are not required to sign a declaration form with Manulife based on discussions with Mosey & Mosey Insurance Agency Limited.

Township staff have included a clause in Section 23 of the 2015 by-law attached as Schedule A to Report FIN-2015-09 stating the following:

“As stated in the Performance Appraisal Policy No. 2014-003, movement through the salary and wage grid is conditional upon a successful performance appraisal for the previous year.”

Fire Prevention Officer as noted in Schedule A from the previous By-law No. 034/14 is now revised in the 2015 By-law to state Chief Fire Prevention Officer based on the title on record for this position.

There are no longer three components associated with the training program for class 1, 2, 3, and 4 firefighters due to the transition to the National Fire Protection Association (NFPA). The previous training program under the Ontario Fire Marshall Curriculum was effective prior to April 2013 and included three components. The NFPA training curriculum includes the passing of NFPA Level 1 and NFPA Level 2. Township staff have updated the criteria for moving through the wage grid for the following positions which are noted on page 5 of Schedule A to Report FIN-2015-09:

| Previous By-law No. 034/14                  | Draft By-law No. XXX/15 attached as Schedule A to Report FIN-2015-09  |
|---|---|
| Fire Fighter Class 1 (Passed 3 Components)  | Fire Fighter Class 1 (Third year of service and passed NFPA Level 2)  |
| Fire Fighter Class 2 (Passed 2 Components)  | Fire Fighter Class 2 (Second year of service)   |
| Fire Fighter Class 3 (Passed 1 Component)   | Fire Fighter Class 3 (First year of service and passed NFPA Level 1)  |
| Fire Fighter Class 4 (No Components Passed) | Fire Fighter Class 4 (Successful completion of probationary six month period and performs firefighter duties) |
| Fire Fighter in Training                    | Fire Fighter in Training (New hire in probationary six month period)  |

A report regarding the formal consideration of the 1/3 tax free allowance for members of Council will be brought forward in May 2015.

## **FINANCIAL IMPLICATIONS**

The total salary and benefit impact of the 2015 cost of living adjustment of 2% has been budgeted as part of the approved 2015 budget.

## **APPLICABLE LEGISLATION AND REQUIREMENTS**

Municipal Act, 2001, S.O. 2001, c. 25, as amended

## **ATTACHMENTS**

Schedule A: Draft By-law No. XXX/15 a by-law to establish the rates of remuneration to Staff

Schedule B: Draft By-law No. XXX/15 a by-law to establish the rates of remuneration to members of Council, Committees and other Appointments

Schedule C: By-law No. 034/14 a by-law to establish the rates of remuneration for Staff of the Corporation of the Township of Puslinch

**THE CORPORATION OF THE TOWNSHIP OF PUSLINCH**

**BY-LAW NUMBER 2015-XX**

Being a by-law to establish the rates of remuneration to Staff of the Corporation of the Township of Puslinch and to repeal By-law No. 034/14.

**WHEREAS** the Council for the Corporation of the Township of Puslinch deems it appropriate to pass a by-law to establish the rates of remuneration to Staff of the Township; and

**WHEREAS** the Municipal Act, 2001, S.O. 2001, c. 25, as amended empowers Council to pass such a By-law regulating the appointment, duties and remuneration of Staff.

**NOW THEREFORE** the Corporation of the Township of Puslinch ("Township") hereby enacts as follows:

1. The 2015 Salary Grid shall be as set out in Schedule "A" attached to this By-law.
2. The rate of pay for other On-Call, Casual, Seasonal Staff shall be as set out in Schedule "B" attached to this By-law.
3. The following is the paid annual vacation for permanent full-time employees of the Township based on the number of years of service:
  - (1) Two weeks after one year of service.
  - (2) Three weeks after one year of service (for Department Heads only).
  - (3) Three weeks after two years of service.
  - (4) Four weeks after eight years of service.
  - (5) Five weeks after fifteen years of service.
  - (6) Six weeks after twenty-seven years of service.
4. The vacation year begins January 1<sup>st</sup> to December 31<sup>st</sup>.
5. Vacation must be taken in the year earned or at the discretion of Council and/or the Department Head.
6. Designated Holidays are:
  - (1) New Year's Day
  - (2) Family Day
  - (3) Good Friday
  - (4) Easter Monday
  - (5) Victoria Day
  - (6) Canada Day
  - (7) Civic Holiday
  - (8) Labour Day
  - (9) Thanksgiving Day
  - (10) Remembrance Day
  - (11) Christmas Day
  - (12) Boxing Day
7. The Township will pay 100% of the premium costs to provide healthcare benefits for permanent full-time employees of the Township.
8. The Healthcare benefits provided to permanent full-time employees of the Township include the following:

- (1) Short Term Disability
- (2) Long Term Disability
- (3) Group Life Insurance
- (4) Accidental Death & Dismemberment
- (5) Extended Health Care
- (6) Hospital Semi-Private
- (7) Dental, Drug, Vision Care, Out of Province Coverage

9. Permanent full-time employees shall join the Ontario Municipal Employees Retirement System Basic Pension Plan upon hire date. The Township will contribute to OMERS an amount equal to the required employee contribution.
10. Permanent full-time employees are entitled to six (6) working days of sick leave for each calendar year only. The allowance of up to six (6) working days on an annual basis is not cumulative.
11. Bereavement leave arising from the death of a spouse/companion or child will be granted with pay up to a maximum of five (5) normally scheduled working days. Bereavement leave arising from the death in the immediate family, other than a spouse/companion or child, will be granted with pay up to maximum of three (3) normally scheduled working days.  
  
Immediate family other than a spouse/companion or child shall include a parent-in-law, parent, sibling, sibling-in-law, grandparent, and grandchild.
12. Bereavement leave arising from the death of other family will be granted with pay up to a maximum of one (1) normally scheduled working day.
13. Bereavement leave as a result of performing the services of a pallbearer will be granted with pay up to a maximum of one (1) normally scheduled working day.
14. An employee who is required to serve as a juror where a subpoena is issued will be granted a paid leave of absence. The employee shall be paid one-day's pay for the loss of each day of service provided that they report for work when not actually required for jury duty. Upon returning to work the employee will provide proof of such service.
15. Any unpaid leave of absence will require approval from the C.A.O. and the Department Head. In the case of a Department Head, any unpaid leave of absence will require approval from the C.A.O. and Council.
16. The Township will provide a safety work shoe and clothing allowance of up to \$350.00 annually towards the cost of purchasing CSA certified footwear and other safety clothing for the Director of Public Works and Parks and the full-time permanent staff in the Public Works department.
17. The Township will provide a safety work shoe allowance of up to \$150.00 annually towards the cost of purchasing CSA certified footwear for the Chief Building Official and Building & Enforcement Inspection Officer.
18. The Township will continue to pay premiums for benefit coverage for a period of up to twelve (12) months from the date of disability or at the discretion of Council to a maximum of twenty-four (24) months. Any individuals that are on Long Term Disability at the end of this period are no longer considered to be employees of the Township and will not be eligible to participate in any benefit plans unless premiums have been waived as part of such a plan.
19. The Township will continue to pay premiums for benefit coverage for pregnancy and parental leave as per the Employment Standards Act, Ontario Regulation 286/01.



20. Employees with ten or more continuous years of service with the Township, who retire within ten years of their normal OMERS retirement age, will be able to participate in the health benefits, with the exclusion of Accidental Death and Dismemberment and Long Term Disability, provided under the healthcare benefit package at the time of retirement until the age of 65. This is only available to retirees who do not have access to current coverage elsewhere.

Included as part of the health benefits package, regardless of coverage elsewhere, is a life insurance benefit in the amount of one times the annual basic wage at the time of retirement until the age of 65, rounded to the nearest \$1,000.00.

The employer will pay 50% of the cost of the premium.

21. Employees shall be paid mileage for Township business that does not take place at the Puslinch Municipal Complex at the rate established by this By-law. Mileage is considered as an expense and is directly payable and not included in the total remuneration.
22. Reimbursement for mileage at a rate of \$0.50 cents/km for employees when required to drive a personal vehicle for Township business purposes.
23. As stated in the Performance Appraisal Policy No. 2014-003, movement through the salary and wage grid is conditional upon a successful performance appraisal for the previous year.
24. That By-law No. 034/14 is hereby repealed.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 4<sup>th</sup> DAY OF MARCH, 2014.**

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Dennis Lever, Mayor

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Karen M. Landry, CAO/Clerk

## **SCHEDULE A: 2014 Salary Grid**

[illegible]

**SCHEDULE B: Other On-Call/Casual/Seasonal Staff**

| <b>Position Title</b>   | <b>Department</b>          | <b>Hourly Wage</b>  |
|---|----------------------------|---|
| Captain, Training Officer's   | Fire & Rescue Services     | \$26.79   |
| Lieutenant, Acting Captain  | Fire & Rescue Services     | \$25.44   |
| Fire Fighter Class 1 (Third year of service and passed NFPA Level 2)  | Fire & Rescue Services     | \$24.68   |
| Fire Fighter Class 2 (Second year of service)   | Fire & Rescue Services     | \$22.74   |
| Fire Fighter Class 3 (First year of service and passed NFPA Level 1)  | Fire & Rescue Services     | \$20.98   |
| Fire Fighter Class 4 (Successful completion of probationary six month period and performs firefighter duties) | Fire & Rescue Services     | \$19.39   |
| Fire Fighter in Training (New hire in probationary six month period)  | Fire & Rescue Services     | \$12.58   |
| Equipment Operator  | Public Works and Parks     | \$25.51   |
| Bartenders  | Recreation                 | \$15.32 (first 7 hours of a given shift)<br><br>\$17.44 (after 7 hours) |
| Senior Groundskeeper  | Parks                      | \$19.42   |
| Intermediate Groundskeeper  | Parks                      | \$14.68   |
| Junior Groundskeeper  | Parks                      | \$11.80   |
| Student Groundskeeper   | Parks                      | \$10.74   |
| Facility Operator   | Optimist Recreation Centre | \$11.80   |

**THE CORPORATION OF THE TOWNSHIP OF PUSLINCH**

**BY-LAW NUMBER 2015-XX**

Being a by-law to establish the rates of remuneration to members of Council, Committees, and other Appointments of the Corporation of the Township of Puslinch and repeal By-law No. 035/14.

**WHEREAS** the Council for the Corporation of the Township of Puslinch deems it appropriate to pass a by-law to establish the rates of remuneration to members of Council, Committees and other Appointments of the Township; and

**WHEREAS** Section 283 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended allows for a municipality to pay any part of the remuneration and expenses of the members of Council, Committees and other Appointments.

**NOW THEREFORE** the Council of The Corporation of the Township of Puslinch ("Township") hereby enacts as follows:

1. The Mayor shall receive an annual remuneration of \$22,664 for the calendar year from January 1, 2015 to December 31, 2015. Effective January 1, 2016 and annually thereafter the Mayor shall receive the annual remuneration plus the cost of living increase approved for staff for each year.
2. Each member of Council shall receive an annual remuneration of \$15,453 for the calendar year from January 1, 2015 to December 31, 2015. Effective January 1, 2016 and annually thereafter the members of Council shall receive the annual remuneration plus the cost of living increase approved for staff for each year.
3. That one-third of the remuneration paid to members of Council continues to be considered an expense incidental to the discharge of their duties as a member of Council as per the provisions of subsection 283 (5) of the Municipal Act.
4. That the remuneration of the Planning and Development Advisory Committee, Recreation Committee, Election Compliance Audit Committee, Well Protection Committee, and Heritage Committee for the calendar year from January 1, 2015 to December 31, 2015 be as follows:
  - (1) Meetings: Chair - \$99.42 per meeting and Members - \$87.06 per meeting
  - (2) The remuneration payable for the position of Chair is only applicable where a Member of Council is not the Chair.
  - (3) Effective January 1, 2016 and annually thereafter Committee Members shall receive the annual remuneration plus the cost of living increase approved for staff for each year.
5. That the remuneration for other appointments of the Township including Poundkeeper, Fence Viewer, Livestock Valuer, and Dog Control Officer for the calendar year from January 1, 2015 to December 31, 2015 be as follows:
  - (1) \$96.33 per call
  - (2) Effective January 1, 2016 and annually thereafter the other appointments shall receive the annual remuneration plus the cost of living increase approved for staff for each year.
6. Payment of the remuneration for the Mayor and members of Council shall be made on a monthly basis. Payment of the remuneration for members of Committees and other Appointments shall be made on an as needed basis.

7. The Mayor and each member of Council shall be entitled to receive the following benefits which shall be provided, subject to carrier limitations, upon the same terms as the same which are made available to the staff of the Township, including Extended Health Care, Hospital Semi-Private, Dental, Drug, Vision Care, and Out of Province Coverage.
8. Where a member of Council attains the age of 70, the premium that would be paid by the Township for benefit coverage shall be paid directly to the member of Council for the purpose of obtaining coverage and shall be treated as a taxable benefit.
9. Members of Council, Committee members and other Appointments shall be paid mileage for meetings that do not take place at the Puslinch Municipal Complex at the rate established by this By-law. Mileage is considered as an expense and is directly payable and not included in the total remuneration.
10. Reimbursement for mileage at a rate of \$0.50 cents/km for members of Council, Committee members and other appointments when required to drive a personal vehicle for Township business purposes.
11. That By-law No. 035/14 is hereby repealed.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 4<sup>th</sup> DAY OF MARCH, 2015.**

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Dennis Lever, Mayor

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Karen M. Landry, CAO/Clerk

**THE CORPORATION OF THE TOWNSHIP OF PUSLINCH**

**BY-LAW NUMBER 034/14**

A by-law to establish the rates of remuneration for Staff of the Corporation of the Township of Puslinch ("Township") and to repeal By-law No. 29/13.

**WHEREAS** the Council of the Township deems it appropriate to pass a by-law to establish the rates of remuneration for Staff of the Township.

**AND WHEREAS** the Municipal Act, 2001, S.O. 2001, c. 25, as amended empowers Council to pass such a By-law regulating the appointment, duties and remuneration of Staff.


**NOW THEREFORE** the Corporation of the Township of Puslinch hereby enacts as follows:


1. The 2014 Salary Grid shall be as set out in Schedule "A" attached to this By-law.
2. The rate of pay for other On-Call, Casual, Seasonal Staff shall be as set out in Schedule "B" attached to this By-law.
3. The following is the paid annual vacation for permanent full-time employees of the Township based on the number of years of service:
  - (1) Two weeks after one year of service.
  - (2) Three weeks after one year of service (for Department Heads only).
  - (3) Three weeks after two years of service.
  - (4) Four weeks after eight years of service.
  - (5) Five weeks after fifteen years of service.
  - (6) Six weeks after twenty-seven years of service.
4. The vacation year begins January 1<sup>st</sup> to December 31<sup>st</sup>.
5. Vacation must be taken in the year earned or at the discretion of Council and/or Department Head.
6. Designated Holidays are:
  - (1) New Year's Day
  - (2) Family Day
  - (3) Good Friday
  - (4) Easter Monday
  - (5) Victoria Day
  - (6) Canada Day
  - (7) Civic Holiday
  - (8) Labour Day
  - (9) Thanksgiving Day
  - (10) Remembrance Day
  - (11) Christmas Day
  - (12) Boxing Day
7. The Township will pay 100% of the premiums costs to provide healthcare benefits for permanent full-time employees of the Township.
8. The Healthcare benefits provided to permanent full-time employees of the Township include the following:
  - (1) Short Term Disability
  - (2) Long Term Disability

- (3) Group Life Insurance
  - (4) Accidental Death & Dismemberment
  - (5) Extended Health Care
  - (6) Hospital Semi-Private
  - (7) Dental, Drug, Vision Care, Out of Province Coverage
9. Permanent full-time employees shall join the Ontario Municipal Employees Retirement System Basic Pension Plan upon hire date. The Township will contribute to OMERS an amount equal to the required employee contribution.
10. Permanent full-time employees are entitled to six (6) working days of sick leave for each calendar year only. The allowance of up to six (6) working days on an annual basis is not cumulative.
11. Bereavement leave arising from the death of a spouse/companion or child will be granted with pay up to a maximum of five (5) normally scheduled working days. Bereavement leave arising from the death in the immediate family, other than a spouse/companion or child, will be granted with pay up to maximum of three (3) normally scheduled working days.
- Immediate family other than a spouse/companion or child shall include a parent-in-law, parent, sibling, sibling-in-law, grandparent, and grandchild.
12. Bereavement leave arising from the death of other family will be granted with pay up to a maximum of one (1) normally scheduled working day.
13. Bereavement leave as a result of performing the services of a pallbearer will be granted with pay up to a maximum of one (1) normally scheduled working day.
14. An employee who is required to serve as a juror where a subpoena is issued will be granted a paid leave of absence. The employee shall be paid one-day's pay for the loss of each day of service provided that they report for work when not actually required for jury duty. Upon returning to work the employee will provide proof of such service.
15. Any unpaid leave of absence will require approval from the C.A.O. and the Department Head. In the case of a Department Head, any unpaid leave of absence will require approval from the C.A.O. and Council.
16. The Township will provide a safety work shoe and clothing allowance of up to \$350.00 annually towards the cost of purchasing CSA certified footwear and other safety clothing for the Director of Public Works and Parks and the full-time permanent staff in the Public Works department.
17. The Township will provide a safety work shoe allowance of up to \$150.00 annually towards the cost of purchasing CSA certified footwear for the Chief Building Official and Building & Enforcement Inspection Officer.
18. The Road Department Equipment Operators and Heavy Equipment Operators are required to work 40 hours before overtime is granted. Employees are to be paid 4 hours minimum straight time for an emergency call at the discretion of the Director of Public Works and Parks. The payment of overtime is as follows:
- (1) Rate equal to time and one half their regular rate for all overtime hours worked from Monday to Saturday.
  - (2) Rate equal to double their regular rate for all overtime hours worked on a Sunday.
  - (3) Rate equal to double their regular rate for all hours worked on the designated holiday plus one day's wages to cover the holiday the employee did not take.

19. For employees (excluding the Road Department) overtime hours to be paid at the regular rate of pay or time-in lieu for overtime hours worked past the normal weekly hours of work, at the discretion of the Chief Administrative Officer/Clerk and Department Head.
20. The Township will continue to pay premiums for benefit coverage for a period of up to twelve (12) months from the date of disability or at the discretion of Council to a maximum of twenty-four (24) months. Any individuals that are on Long Term Disability at the end of this period are no longer considered to be employees of the Township and will not be eligible to participate in any benefit plans unless premiums have been waived as part of such a plan.
21. The Township will continue to pay premiums for benefit coverage for pregnancy and parental leave as per the Employment Standards Act, Ontario Regulation 286/01.
22. Employees with ten or more continuous years of service with the Township, who retire within ten years of their normal OMERS retirement age, will be able to participate in the health benefits, with the exclusion of Accidental Death and Dismemberment and Long Term Disability, provided under the healthcare benefit package at the time of retirement until the age of 65. This is only available to retirees who do not have access to current coverage elsewhere. A declaration must be signed.
- Included as part of the health benefits package, regardless of coverage elsewhere, is a life insurance benefit in the amount of one times the annual basic wage at the time of retirement until the age of 65, rounded to the nearest \$1,000.00.
- The employer will pay 50% of the cost of the premium.
23. Employees shall be paid mileage for Township business that does not take place at the Puslinch Municipal Complex at the rate established by this By-law. Mileage is considered as an expense and is directly payable and not included in the total remuneration.
24. Reimbursement for mileage at a rate of \$0.50 cents/km for employees when required to drive a personal vehicle for Township business purposes.
25. That By-law No. 29/13 is hereby repealed.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 7<sup>th</sup> DAY OF MAY, 2014.**

  
\_\_\_\_\_  
Dennis Lever, Mayor

  
\_\_\_\_\_  
Karen M. Landry, CAO/Clerk



**SCHEDULE A: 2014 Salary Grid**

| <b><u>Similar Value Group</u></b> | <b><u>Job Title</u></b>                     | <b><u>% Spread Between Bands</u></b> | <b><u>Step 1</u></b>                 | <b><u>Step 2</u></b> | <b><u>Step 3</u></b> | <b><u>Step 4</u></b> | <b><u>Step 5 (Job Rate)</u></b> |
|-----------------------------------|---|--------------------------------------|--------------------------------------|----------------------|----------------------|----------------------|---------------------------------|
|                                   |   |                                      | <b>3% differential between steps</b> |                      |                      |                      |                                 |
| 13                                | CAO/Clerk                                   | 23%                                  | \$57.56                              | \$59.28              | \$61.06              | \$62.89              | <b>\$64.78</b>                  |
| 11                                | Director, Finance/Treasurer                 | 8%                                   | \$43.50                              | \$44.81              | \$46.15              | \$47.53              | <b>\$48.96</b>                  |
| 11                                | Director, Public Works and Parks            |                                      |                                      |                      |                      |                      |                                 |
| 9                                 | Chief Building Official                     | 9%                                   | \$37.16                              | \$38.28              | \$39.43              | \$40.61              | <b>\$41.83</b>                  |
| 8                                 | Deputy Clerk                                | 10%                                  | \$34.06                              | \$35.09              | \$36.14              | \$37.22              | <b>\$38.34</b>                  |
| 8                                 | Fire Chief (PT)                             |                                      |                                      |                      |                      |                      |                                 |
| 7                                 | Deputy Fire Chief (PT)                      | 11%                                  | \$31.01                              | \$31.94              | \$32.90              | \$33.89              | <b>\$34.91</b>                  |
| 7                                 | Deputy Treasurer                            |                                      |                                      |                      |                      |                      |                                 |
| 7                                 | Development Coordinator (Contract)          |                                      |                                      |                      |                      |                      |                                 |
| 6                                 | Building & Enforcement Inspector Officer    | 9%                                   | \$28.00                              | \$28.84              | \$29.70              | \$30.59              | <b>\$31.51</b>                  |
| 6                                 | Public Works and Parks Foreman              |                                      |                                      |                      |                      |                      |                                 |
| 6                                 | Taxation and Office Administrator           |                                      |                                      |                      |                      |                      |                                 |
| 5                                 | Building & By-law Services Coordinator      | 9%                                   | \$25.78                              | \$26.55              | \$27.35              | \$28.17              | <b>\$29.01</b>                  |
| 5                                 | Fire Prevention Officer (PT)                |                                      |                                      |                      |                      |                      |                                 |
| 5                                 | Heavy Equipment Operator                    |                                      |                                      |                      |                      |                      |                                 |
| 5                                 | Legislative Assistant (PT)                  |                                      |                                      |                      |                      |                      |                                 |
| 4                                 | Customer Service Representative             | 37%                                  | \$23.56                              | \$24.26              | \$24.99              | \$25.74              | <b>\$26.51</b>                  |
| 4                                 | Equipment Operator                          |                                      |                                      |                      |                      |                      |                                 |
| 4                                 | Facility Operator                           |                                      |                                      |                      |                      |                      |                                 |
| 3                                 | Administrative Assistant to Fire Chief (PT) | 67%                                  | \$17.15                              | \$17.66              | \$18.19              | \$18.74              | <b>\$19.30</b>                  |
| 3                                 | Custodian (PT)                              |                                      |                                      |                      |                      |                      |                                 |
| 3                                 | Custodian-Office (PT)                       |                                      |                                      |                      |                      |                      |                                 |

**SCHEDULE B: Other On-Call/Casual/Seasonal Staff**

| <b>Position Title</b>                       | <b>Department</b>          | <b>Hourly Wage</b>  |
|---|----------------------------|---|
| Captain, Training Officer's                 | Fire & Rescue Services     | \$26.26   |
| Lieutenant, Acting Captain                  | Fire & Rescue Services     | \$24.94   |
| Fire Fighter Class 1 (Passed 3 Components)  | Fire & Rescue Services     | \$24.20   |
| Fire Fighter Class 2 (Passed 2 Components)  | Fire & Rescue Services     | \$22.29   |
| Fire Fighter Class 3 (Passed 1 Component)   | Fire & Rescue Services     | \$20.57   |
| Fire Fighter Class 4 (No Components Passed) | Fire & Rescue Services     | \$19.01   |
| Fire Fighter In Training                    | Fire & Rescue Services     | \$12.33   |
| Equipment Operator                          | Public Works and Parks     | \$24.99   |
| Bartenders                                  | Recreation                 | \$15.02 (first 7 hours of a given shift)<br><br>\$17.10 (after 7 hours) |
| Senior Groundskeeper                        | Parks                      | \$19.04   |
| Intermediate Groundskeeper                  | Parks                      | \$14.39   |
| Junior Groundskeeper                        | Parks                      | \$11.56   |
| Student Groundskeeper                       | Parks                      | \$10.53   |
| Facility Operator                           | Optimist Recreation Centre | \$11.56   |



## **MINUTES**

### **MEMBERS PRESENT**

Councillor Stokley, Chair  
Nichole Caswell  
Daina Makinson  
Tom Jefferson

### **MEMBERS ABSENT**

June Williams

### **TOWNSHIP STAFF**

Don Creed, Director Public Works and Parks  
Donna Tremblay, Deputy Clerk  
Marissa Herner, Communications Associate/C.S.R

### **OTHERS PRESENT**

None.

#### **1. CALL TO ORDER**

The meeting was called to order at 7:01 p.m.

#### **2. DISCLOSURE OF PECUNIARY INTEREST**

None.

#### **3. APPROVAL OF MINUTES**

a) November 18, 2014 – Regular Meeting

Moved by Nichole Caswell and Seconded by Tom Jefferson **REC-2014-053**

That the Minutes of the Recreation Committee meeting dated November 18, 2014 be adopted.

**CARRIED**

#### **4. DELEGATIONS/PRESENTATIONS**

None.



## **5. REGULAR BUSINESS**

### **1. Puslinch Community Centre**

#### **Ongoing Projects:**

- a) Alf Hales Cupboard Replacement – request for update

Mr. Stokley advised the committee that comments regarding the replacement of the cupboards in the Alf Hales room should be discussed during item 6(2) when the committee discusses the 2015 Capital Budget.

## **6. FINANCIAL REPORTS**

### **1. Revenue and Expenses**

- a) October 2014 (Puslinch Community Centre)
- b) October 2014 (ORC)
- c) October 2014 (Parkland)
- d) November 2014 (Puslinch Community Centre)
- e) November 2014 (ORC)
- f) November 2014 (Parkland)
- g) Yearly Revenue Comparison – Community Centre/Optimist Recreation Centre

Moved by Mr. Jefferson and Seconded by Ms. Caswell **REC-2014-054**

That the Recreation Committee receive the following:

- a) October 2014 (Puslinch Community Centre)
- b) October 2014 (ORC)
- c) October 2014 (Parkland)
- d) November 2014 (Puslinch Community Centre)
- e) November 2014 (ORC)
- f) November 2014 (Parkland)
- g) Yearly Revenue Comparison

**CARRIED**

### **2. 2015 Proposed Capital Budget**

- a) 2015 proposed Capital Budget (Puslinch Community Centre)
- b) 2015 proposed Capital Budget (ORC)
- c) 2015 proposed Capital Budget (Parkland)
- d) Proposed Capital Budget Sheets 1 -10

The Committee reviewed the 2015 proposed Capital Budget for the Puslinch Community Centre, Optimist Recreation Centre, Parkland, and the Capital Budget Sheets.



Moved by Mr. Jefferson and Seconded by Ms. Caswell **REC-2014-055**

The Recreation Committee request staff advise Council of their comments as follows:

- To not use the capital carry forward project related to the cabinet replacements in the Alf Hales room with funding of \$15,000 budgeted in 2013 to fund the building maintenance requirements as identified in the 2015 capital budget column and the Building Condition Assessment reports for the Puslinch Community Centre.
- To reallocate the \$13,150 for the retractable screen and projection equipment to 2016 and utilize these funds for the building maintenance requirements as identified in the 2015 capital budget column and the Building Condition Assessment reports for the Puslinch Community Centre.

**CARRIED**

. **CLOSED MEETING**

None.

. **AD JOURNMENT**

Moved by Ms. Caswell and then Seconded by Ms. Makinson **REC-2014-05**

The Recreation Committee Meeting hereby adjourns at 7:45 p.m.

**CARRIED**

**9. NEXT MEETING**

Tuesday, February 17, 2015 at 7:00 p.m. in the Council Chambers.



## **MINUTES**

### **MEMBERS PRESENT**

Councillor Stokley, Chair  
Councillor Roth  
Chief Steve Goode

### **TOWNSHIP STAFF**

Karen Landry, CAO/Clerk  
Mary Hasan, Director of Finance/Treasurer  
Michelle Cassar, Taxation and Office Administrator

#### **1. CALL TO ORDER**

The meeting was called to order at 1:00 pm.

Councillor Stokley recognized a moment of silence in memory of Brad Whitcombe.

#### **2. DISCLOSURE OF PECUNIARY INTEREST**

None.

#### **3. APPROVAL OF MINUTES**

Moved by Councillor Roth and Seconded by Chief Goode

**FIR-2014-015**

THAT the Fire and Rescue Committee minutes dated September 17, 2014 be approved.

**CARRIED**

#### **4. CLOSED MEETING**

None.

#### **5. DELEGATIONS/PRESENTATIONS**

None.



## 6. **REGULAR BUSINESS**

### 1. Fire Master Plan Update

Chief Goode advised Dillon Consulting was the successful proponent. Deputy Chief Shepherd has submitted all of the required data to the Consultants. After review of the data Dillon will come in to brief the Committee and/or Council, and consult with the firefighters.

Councillor Stokley asked if Dillon Consulting had other experience in completing a Fire Master Plan. Chief Goode advised they have experience and have been involved with the City of Cambridge, the City of Hamilton and the City of Guelph.

Karen Landry inquired if there was a need to book additional meeting time.

Chief Goode advised that it would not be necessary at this point.

Councillor Stokley asked if there was a need to have Council involved instead of only the Fire & Rescue Committee members. Chief Goode advised that Dillon would be having an orientation meeting on a Wednesday Council meeting day. This meeting would involve Council, but it would be run by Dillon.

### 2. Puslinch Fire and Rescue Service Monthly Reports – September, October 2014

Chief Goode reviewed the October report. The fire safety theme for November is carbon monoxide detectors. This includes installation, replacement and general public education. Carbon Monoxide Awareness week was the first week of November.

Chief Goode reviewed some of the calls that were included in the October report. Of special note was the house fire on Wellington Rd 34 on October 23<sup>rd</sup>. The call came through at 7:22 pm. On arrival, flames were visible through the second storey windows and the roof. There were 13 trucks and 47



firefighters from Cambridge, Guelph, Guelph-Eramosa and Puslinch. The fire was contained to the second floor and the house was unoccupied at the time. There were no personal injuries. Over 90,000 gallons of water were used and the last truck left the scene at 9:30 am on the 24<sup>th</sup>. Chief Goode advised the firefighters did a really good job. The cause is suspected to be electrical. Chief Goode advised the Committee that calls are higher this year and there have been 48 more MVCs this year than at this time last year. There have been several issues with false automatic alarms and burning complaints which have caused an increase in the number of calls. Chief Goode advised that 18 firefighters attended the Remembrance Day Ceremony at the Puslinch Community Centre in full dress uniform. Chief Goode recognized that one of the firefighters, Tom Abraham, was nominated and won the Rick Adamson Award. Tom goes to Aberfoyle Public School and works with disadvantaged children. He volunteers a lot of his time to the program.

Moved by Councillor Roth and Seconded by Chief Goode **FIR-2014-01**  
THAT the Puslinch Fire and Rescue Service Monthly Reports for September and October 2014 be received.

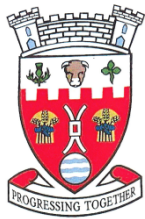
**CARRIED**

3. Future Initiatives Update

Chief Goode advised the Radio Communication Interface should be complete by month end.

Chief Goode advised that he would like to wait to the end of the year to compile the annual costs of inspecting the emergency fire reservoir tanks.





Chief Goode also indicated that there are significant savings to be realized by Puslinch through the continued use of the services of the County Training Officer, but no exact numbers are available yet.

4. 2015 Fire and Rescue Committee Meeting Schedule

Councillor Stokley inquired about the meeting schedule. Karen Landry advised that an extra meeting has tentatively been scheduled for February to discuss the Fire Master Plan. Karen Landry also advised that with the new term of Council there may be changes to the structure and/or mandate of the Committee which may result in the schedule being changed.

5. 2015 Fire Department Capital Budget Items

Chief Goode advised the Committee of the proposed Capital Budget Items. Chief Goode showed the Committee a picture of the potholes in the non-paved parking lot. Parking is restricted in front of and beside the building due to the CSA regulations relating to the SCBA air inlet. The area for parking is a significant concern and the lot needs to be expanded. Capital Paving has provided a quote. The estimated cost for excavation, granular, drainage, paving and line painting is \$25,000.

Chief Goode advised the Committee of a Public Education tool named Pluggie the Fire Plug. It is a remote control hydrant on wheels that would roam around with an educator at Aberfoyle Public School or the Aberfoyle Farmer's Market. Currently, Puslinch Fire and Rescue Service borrows training or public education equipment from Wellington County fire departments. The cost is approximately \$7,300.

Chief Goode showed the Committee photos of Pumper 31. It is a 2005 pumper from American Lafrance. The paint is peeling off. There is a paint warranty for 10 years, but the company went into receivership in 2008, and as a result attempts to have it repaired under warranty failed. The approximate



cost for removing box items (roll up doors, lights, trim etc) preparation and paint is \$15,000 for the box. It is proposed that Puslinch Fire and Rescue would keep this vehicle until 2025. The truck is in great shape other than the paint.

6. Firefighters' Association Report

Chief Goode advised the Christmas parties for Puslinch Fire and Rescue Service staff and their families will be taking place in December. Chief Goode also advised that December 17<sup>th</sup> will be the annual roast beef on a bun dinner, and Council and staff are invited to attend after the Council Meeting.

7. Training Update

Chief Goode advised the transition to the NFPA training is ongoing.

**AD JOURNMENT**

The meeting adjourned at 1:42 pm.

THE CORPORATION OF THE TOWNSHIP OF PUSLINCH

BY-LAW NUMBER 2015-XX

Being a by-law to authorize the entering into an Agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs in order to participate in the Rural Economic Development Program for the Community Improvement Plan.

**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 Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs in order to participate in the Rural Economic Development Program for the Community Improvement Plan.

**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 Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs with respect to an agreement for the Rural Economic Development Program for a Community Improvement Plan; 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 4<sup>th</sup> DAY OF MARCH, 2015.**

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Dennis Lever, Mayor

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Karen M. Landry, CAO/Clerk

# THE CORPORATION OF THE TOWNSHIP OF PUSLINCH

## BY-LAW NO XX/15

A by-law to establish the Working Reserves and Reserve Funds for the Corporation of the Township of Puslinch and to repeal By-law No. 023/14.

**WHEREAS** pursuant to Section 417 of the Municipal Act, S.O. 2001, c. 25 as amended, a municipality may provide in its budget for the establishment and maintenance of reserve funds for any purpose for which it has authority to spend money; and

**WHEREAS** Council has received Finance Report FIN-2013-006 "Financial Policies Regarding the Establishment and Contribution to Working Reserves and Reserve Funds" at its Capital Budget meeting held on November 13, 2013; and

**WHEREAS** Council has received Finance Report FIN-2015-04 – Balances in Working Reserves and Reserve Funds at its Budget meeting held on January 14, 2015; and

**WHEREAS** the Council of the Corporation of the Township of Puslinch deems it expedient to establish Working Reserves and Reserve Funds.

**NOW THEREFORE** the Council of the Corporation of the Township of Puslinch enacts as follows:

1. That the following Working Reserves and Reserve Funds are hereby established by the Corporation of the Township of Puslinch ("the Township") for the purpose of meeting various liabilities and/or the stabilization of the tax levy.
  - (1) That the Corporate Accessibility Working Reserve be and the same is hereby established by the Township for the purpose of complying with the Accessibility for Ontarians with Disabilities Act (AODA, 2005).
  - (2) That the Corporate Information Technology Software Working Reserve be and the same is hereby established by the Township for the purpose of implementing the recommendations from the Township's Information Technology Architecture Plan.
  - (3) That the Corporate Information Technology Hardware Working Reserve be and the same is hereby established by the Township for the purpose of ensuring a consistent replacement cycle for computer hardware and other computer equipment.
  - (4) That the Corporate Office Repairs and Restoration, Puslinch Community Centre Facility Improvement and Optimist Recreation Centre Facility Improvement Working Reserves be and the same are hereby established by the Township for the purpose of funding future building repairs and/or to offset major renovations to the Township's facilities.
  - (5) That the Parks Infrastructure Enhancement Working Reserve be and the same is hereby established by the Township for the purpose of funding enhancements to current Parks infrastructure and to fund new Parks development.
  - (6) That the Parks, Puslinch Community Centre, Optimist Recreation Centre, Public Works and Fire Equipment Replacement Working Reserves be and the same are hereby established by the Township for the purpose of funding equipment replacement.
  - (7) That the Public Works Replacement and Restoration of Aging Infrastructure Working Reserve be and the same is hereby established by the Township for the purpose of funding the current infrastructure deficit and to offset the effects of annual amortization.

(8) That the Fire Vehicle Replacement Working Reserve be and the same is hereby established by the Township for the purpose of funding future Fire and Rescue Service vehicle replacements.

(9) That the Legal Contingency Working Reserve be and the same is hereby established to account for major unrecoverable legal matters of the Township.

(10) That the Insurance Contingency Working be and the same is hereby established to account for the unrecoverable portion of insurance claims for the Township.

(11) That the Election Working Reserve be and the same is hereby established to fund the Township's costs for running the election every four years.

(12) That the Winter Maintenance Reserve Fund be and the same is hereby established to provide funding for winter maintenance costs as needed to offset unusual/severe winter weather conditions.

(13) That the Outstanding Deposits Working Reserve be and the same is hereby established to account for security and grading deposits ten years or older for the purpose of determining the status of these outstanding deposits.

2. Council shall determine annually during the budgeting process, an amount of money to be contributed to each of the Working Reserves and Reserve Funds indicated in 1(1) to 1(12).
3. Council shall determine annually upon completion of the external audit the percentage of the preceding year's General Fund surplus to be allocated to each of the Working Reserves and Reserve Funds indicated in 1(1) to 1(12) in accordance with Financial Policies regarding the Establishment and Contribution to Working Reserves and Reserve Funds.
4. That the Surplus of funds from the Winter Maintenance operating accounts be captured annually and be allocated to the Reserve Fund indicated in 1(12). If the winter maintenance expenditures exceed the amount budgeted, the deficit is to be drawn from the Winter Maintenance Reserve Fund.
5. That By-law No. 023/14 is hereby repealed.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 4<sup>th</sup> DAY OF MARCH, 2015.**

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Dennis Lever, Mayor

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Karen Landry, CAO/Clerk

## THE CORPORATION OF THE TOWNSHIP OF PUSLINCH

### BY-LAW NUMBER XX/15

Being a by-law to establish the rates of remuneration to Staff of the Corporation of the Township of Puslinch and to repeal By-law No. 034/14.

**WHEREAS** the Council for the Corporation of the Township of Puslinch deems it appropriate to pass a by-law to establish the rates of remuneration to Staff of the Township; and

**WHEREAS** the Municipal Act, 2001, S.O. 2001, c. 25, as amended empowers Council to pass such a By-law regulating the appointment, duties and remuneration of Staff.

**NOW THEREFORE** the Corporation of the Township of Puslinch ("Township") hereby enacts as follows:

1. The 2015 Salary Grid shall be as set out in Schedule "A" attached to this By-law.
2. The rate of pay for other On-Call, Casual, Seasonal Staff shall be as set out in Schedule "B" attached to this By-law.
3. The following is the paid annual vacation for permanent full-time employees of the Township based on the number of years of service:
  - (1) Two weeks after one year of service.
  - (2) Three weeks after one year of service (for Department Heads only).
  - (3) Three weeks after two years of service.
  - (4) Four weeks after eight years of service.
  - (5) Five weeks after fifteen years of service.
  - (6) Six weeks after twenty-seven years of service.
4. The vacation year begins January 1<sup>st</sup> to December 31<sup>st</sup>.
5. Vacation must be taken in the year earned or at the discretion of Council and/or the Department Head.
6. Designated Holidays are:
  - (1) New Year's Day
  - (2) Family Day
  - (3) Good Friday
  - (4) Easter Monday
  - (5) Victoria Day
  - (6) Canada Day
  - (7) Civic Holiday
  - (8) Labour Day
  - (9) Thanksgiving Day
  - (10) Remembrance Day
  - (11) Christmas Day
  - (12) Boxing Day
7. The Township will pay 100% of the premium costs to provide healthcare benefits for permanent full-time employees of the Township.
8. The Healthcare benefits provided to permanent full-time employees of the Township include the following:

- (1) Short Term Disability
  - (2) Long Term Disability
  - (3) Group Life Insurance
  - (4) Accidental Death & Dismemberment
  - (5) Extended Health Care
  - (6) Hospital Semi-Private
  - (7) Dental, Drug, Vision Care, Out of Province Coverage
9. Permanent full-time employees shall join the Ontario Municipal Employees Retirement System Basic Pension Plan upon hire date. The Township will contribute to OMERS an amount equal to the required employee contribution.
10. Permanent full-time employees are entitled to six (6) working days of sick leave for each calendar year only. The allowance of up to six (6) working days on an annual basis is not cumulative.
11. Bereavement leave arising from the death of a spouse/companion or child will be granted with pay up to a maximum of five (5) normally scheduled working days. Bereavement leave arising from the death in the immediate family, other than a spouse/companion or child, will be granted with pay up to maximum of three (3) normally scheduled working days.
- Immediate family other than a spouse/companion or child shall include a parent-in-law, parent, sibling, sibling-in-law, grandparent, and grandchild.
12. Bereavement leave arising from the death of other family will be granted with pay up to a maximum of one (1) normally scheduled working day.
13. Bereavement leave as a result of performing the services of a pallbearer will be granted with pay up to a maximum of one (1) normally scheduled working day.
14. An employee who is required to serve as a juror where a subpoena is issued will be granted a paid leave of absence. The employee shall be paid one-day's pay for the loss of each day of service provided that they report for work when not actually required for jury duty. Upon returning to work the employee will provide proof of such service.
15. Any unpaid leave of absence will require approval from the C.A.O. and the Department Head. In the case of a Department Head, any unpaid leave of absence will require approval from the C.A.O. and Council.
16. The Township will provide a safety work shoe and clothing allowance of up to \$350.00 annually towards the cost of purchasing CSA certified footwear and other safety clothing for the Director of Public Works and Parks and the full-time permanent staff in the Public Works department.
17. The Township will provide a safety work shoe allowance of up to \$150.00 annually towards the cost of purchasing CSA certified footwear for the Chief Building Official and Building & Enforcement Inspection Officer.
18. The Township will continue to pay premiums for benefit coverage for a period of up to twelve (12) months from the date of disability or at the discretion of Council to a maximum of twenty-four (24) months. Any individuals that are on Long Term Disability at the end of this period are no longer considered to be employees of the Township and will not be eligible to participate in any benefit plans unless premiums have been waived as part of such a plan.
19. The Township will continue to pay premiums for benefit coverage for pregnancy and parental leave as per the Employment Standards Act, Ontario Regulation 286/01.

20. Employees with ten or more continuous years of service with the Township, who retire within ten years of their normal OMERS retirement age, will be able to participate in the health benefits, with the exclusion of Accidental Death and Dismemberment and Long Term Disability, provided under the healthcare benefit package at the time of retirement until the age of 65. This is only available to retirees who do not have access to current coverage elsewhere.

Included as part of the health benefits package, regardless of coverage elsewhere, is a life insurance benefit in the amount of one times the annual basic wage at the time of retirement until the age of 65, rounded to the nearest \$1,000.00.

The employer will pay 50% of the cost of the premium.

21. Employees shall be paid mileage for Township business that does not take place at the Puslinch Municipal Complex at the rate established by this By-law. Mileage is considered as an expense and is directly payable and not included in the total remuneration.
22. Reimbursement for mileage at a rate of \$0.50 cents/km for employees when required to drive a personal vehicle for Township business purposes.
23. As stated in the Performance Appraisal Policy No. 2014-003, movement through the salary and wage grid is conditional upon a successful performance appraisal for the previous year.
24. That By-law No. 034/14 is hereby repealed.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 4<sup>th</sup> DAY OF MARCH, 2014.**

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Dennis Lever, Mayor

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Karen M. Landry, CAO/Clerk



## SCHEDULE A: 2014 Salary Grid

| <u>Similar Value Group</u> | <u>Job Title</u>                            | <u>% Spread Between Bands</u> | <u>Step 1</u>                 | <u>Step 2</u> | <u>Step 3</u> | <u>Step 4</u> | <u>Step 5 (Job Rate)</u> |
|----------------------------|---|-------------------------------|-------------------------------|---------------|---------------|---------------|--------------------------|
|                            |   |                               | 3% differential between steps |               |               |               |                          |
| 13                         | CAO/Clerk                                   | 23%                           | \$58.71                       | \$60.47       | \$62.28       | \$64.15       | <b>\$66.08</b>           |
| 11                         | Director, Finance/Treasurer                 | 8%                            | \$44.37                       | \$45.70       | \$47.07       | \$48.48       | <b>\$49.94</b>           |
| 11                         | Director, Public Works and Parks            |                               |                               |               |               |               |                          |
| 9                          | Chief Building Official                     | 9%                            | \$37.91                       | \$39.04       | \$40.22       | \$41.42       | <b>\$42.67</b>           |
| 8                          | Deputy Clerk                                | 10%                           | \$34.74                       | \$35.79       | \$36.86       | \$37.97       | <b>\$39.11</b>           |
| 8                          | Fire Chief (PT)                             |                               |                               |               |               |               |                          |
| 7                          | Deputy Fire Chief (PT)                      | 11%                           | \$31.63                       | \$32.58       | \$33.56       | \$34.57       | <b>\$35.60</b>           |
| 7                          | Deputy Treasurer                            |                               |                               |               |               |               |                          |
| 7                          | Development Coordinator (Contract)          |                               |                               |               |               |               |                          |
| 6                          | Building & Enforcement Inspector Officer    |                               |                               |               |               |               |                          |
| 6                          | Public Works and Parks Foreman              | 9%                            | \$28.56                       | \$29.41       | \$30.29       | \$31.20       | <b>\$32.14</b>           |
| 6                          | Taxation and Office Administrator           |                               |                               |               |               |               |                          |
| 5                          | Building & By-law Services Coordinator      | 9%                            | \$26.29                       | \$27.08       | \$27.89       | \$28.73       | <b>\$29.59</b>           |
| 5                          | Chief Fire Prevention Officer (PT)          |                               |                               |               |               |               |                          |
| 5                          | Heavy Equipment Operator                    |                               |                               |               |               |               |                          |
| 5                          | Legislative Assistant (PT)                  |                               |                               |               |               |               |                          |
| 4                          | Customer Service Representative             | 37%                           | \$24.03                       | \$24.75       | \$25.49       | \$26.26       | <b>\$27.04</b>           |
| 4                          | Equipment Operator                          |                               |                               |               |               |               |                          |
| 4                          | Facility Operator                           |                               |                               |               |               |               |                          |
| 3                          | Administrative Assistant to Fire Chief (PT) | 67%                           | \$17.49                       | \$18.02       | \$18.56       | \$19.11       | <b>\$19.69</b>           |
| 3                          | Custodian (PT)                              |                               |                               |               |               |               |                          |
| 3                          | Custodian-Office (PT)                       |                               |                               |               |               |               |                          |

**SCHEDULE B: Other On-Call/Casual/Seasonal Staff**

| <b>Position Title</b>   | <b>Department</b>          | <b>Hourly Wage</b>  |
|---|----------------------------|---|
| Captain, Training Officer's   | Fire & Rescue Services     | \$26.79   |
| Lieutenant, Acting Captain  | Fire & Rescue Services     | \$25.44   |
| Fire Fighter Class 1 (Third year of service and passed NFPA Level 2)  | Fire & Rescue Services     | \$24.68   |
| Fire Fighter Class 2 (Second year of service)   | Fire & Rescue Services     | \$22.74   |
| Fire Fighter Class 3 (First year of service and passed NFPA Level 1)  | Fire & Rescue Services     | \$20.98   |
| Fire Fighter Class 4 (Successful completion of probationary six month period and performs firefighter duties) | Fire & Rescue Services     | \$19.39   |
| Fire Fighter in Training (New hire in probationary six month period)  | Fire & Rescue Services     | \$12.58   |
| Equipment Operator  | Public Works and Parks     | \$25.51   |
| Bartenders  | Recreation                 | \$15.32 (first 7 hours of a given shift)<br><br>\$17.44 (after 7 hours) |
| Senior Groundskeeper  | Parks                      | \$19.42   |
| Intermediate Groundskeeper  | Parks                      | \$14.68   |
| Junior Groundskeeper  | Parks                      | \$11.80   |
| Student Groundskeeper   | Parks                      | \$10.74   |
| Facility Operator   | Optimist Recreation Centre | \$11.80   |

# THE CORPORATION OF THE TOWNSHIP OF PUSLINCH

## BY-LAW NUMBER XX/15

Being a by-law to establish the rates of remuneration to members of Council, Committees, and other Appointments of the Corporation of the Township of Puslinch and repeal By-law No. 035/14.

**WHEREAS** the Council for the Corporation of the Township of Puslinch deems it appropriate to pass a by-law to establish the rates of remuneration to members of Council, Committees and other Appointments of the Township; and

**WHEREAS** Section 283 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended allows for a municipality to pay any part of the remuneration and expenses of the members of Council, Committees and other Appointments.

**NOW THEREFORE** the Council of The Corporation of the Township of Puslinch ("Township") hereby enacts as follows:

1. The Mayor shall receive an annual remuneration of \$22,664 for the calendar year from January 1, 2015 to December 31, 2015. Effective January 1, 2016 and annually thereafter the Mayor shall receive the annual remuneration plus the cost of living increase approved for staff for each year.
2. Each member of Council shall receive an annual remuneration of \$15,453 for the calendar year from January 1, 2015 to December 31, 2015. Effective January 1, 2016 and annually thereafter the members of Council shall receive the annual remuneration plus the cost of living increase approved for staff for each year.
3. That one-third of the remuneration paid to members of Council continues to be considered an expense incidental to the discharge of their duties as a member of Council as per the provisions of subsection 283 (5) of the Municipal Act.
4. That the remuneration of the Planning and Development Advisory Committee, Recreation Committee, Election Compliance Audit Committee, Well Protection Committee, and Heritage Committee for the calendar year from January 1, 2015 to December 31, 2015 be as follows:
  - (1) Meetings: Chair - \$99.42 per meeting and Members - \$87.06 per meeting
  - (2) The remuneration payable for the position of Chair is only applicable where a Member of Council is not the Chair.
  - (3) Effective January 1, 2016 and annually thereafter Committee Members shall receive the annual remuneration plus the cost of living increase approved for staff for each year.
5. That the remuneration for other appointments of the Township including Poundkeeper, Fence Viewer, Livestock Valuer, and Dog Control Officer for the calendar year from January 1, 2015 to December 31, 2015 be as follows:
  - (1) \$96.33 per call
  - (2) Effective January 1, 2016 and annually thereafter the other appointments shall receive the annual remuneration plus the cost of living increase approved for staff for each year.
6. Payment of the remuneration for the Mayor and members of Council shall be made on a monthly basis. Payment of the remuneration for members of Committees and other Appointments shall be made on an as needed basis.

7. The Mayor and each member of Council shall be entitled to receive the following benefits which shall be provided, subject to carrier limitations, upon the same terms as the same which are made available to the staff of the Township, including Extended Health Care, Hospital Semi-Private, Dental, Drug, Vision Care, and Out of Province Coverage.
8. Where a member of Council attains the age of 70, the premium that would be paid by the Township for benefit coverage shall be paid directly to the member of Council for the purpose of obtaining coverage and shall be treated as a taxable benefit.
9. Members of Council, Committee members and other Appointments shall be paid mileage for meetings that do not take place at the Puslinch Municipal Complex at the rate established by this By-law. Mileage is considered as an expense and is directly payable and not included in the total remuneration.
10. Reimbursement for mileage at a rate of \$0.50 cents/km for members of Council, Committee members and other appointments when required to drive a personal vehicle for Township business purposes.
11. That By-law No. 035/14 is hereby repealed.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 4<sup>th</sup> DAY OF MARCH, 2015.**

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Dennis Lever, Mayor

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Karen M. Landry, CAO/Clerk

THE CORPORATION OF THE TOWNSHIP OF PUSLINCH

BY-LAW NUMBER XX/15

Being a by-law to confirm the proceedings of the Council of the Corporation of the Township of Puslinch at its meeting held on March 4, 2015.

**WHEREAS** by Section 5 of the *Municipal Act, 2001, S.O. 2001, c.25* the powers of a municipal corporation are to be exercised by its Council;

**AND WHEREAS** by Section 5, Subsection (3) of the *Municipal Act*, a municipal power including a municipality's capacity, rights, powers and privileges under section 8, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

**AND WHEREAS** it is deemed expedient that the proceedings of the Council of the Corporation of the Township of Puslinch at its meeting held March 4, 2015 be confirmed and adopted by By-law;

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

- 1) The action of the Council of the Corporation of the Township of Puslinch, in respect of each recommendation contained in the reports of the Committees and each motion and resolution passed and other action taken by the Council at said meeting are hereby adopted and confirmed.
- 2) The Head of Council and proper official of the Corporation are hereby authorized and directed to do all things necessary to give effect to the said action of the Council.
- 3) The Head of Council and the Clerk are hereby authorized and directed to execute all documents required by statute to be executed by them, as may be necessary in that behalf and the Clerk authorized and directed to affix the seal of the said Corporation to all such documents.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 4th DAY OF March, 2015.**

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Dennis Lever, Mayor

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Karen Landry, C.A.O./Clerk