



Project Number CW2024-002
Request for Proposal
Puslinch By Design – Employment Land Study
Closing Date: Friday March 1, 2024
Time: 2:00:59 pm

ELECTRONIC PROPOSAL SUBMISSIONS shall be received by the Bidding System, no later than 2:00:59 p.m. on Friday March 1, 2024.

The County of Wellington is seeking a qualified professional consulting firm who has experience and expertise in employment land studies to complete the work as specified in this Request for Proposal.

Proponents are cautioned that the timing of their Proposal Submission is based on when the Proposal is **RECEIVED** by the Bidding System, **not** when a Proposal is submitted by a Proponent, as Proposal transmission can be delayed in an **“Internet Traffic Jam”** due to file transfer size, transmission speed, etc.

For the above reasons, the Owner recommends that Proponents allow sufficient time to upload their Proposal Submission and attachment(s) (if applicable) and to resolve any issues that may arise. The closing time and date shall be determined by the Owner’s Bidding System web clock. The Bidding System will send a confirmation email to the Proponent advising that their Proposal was submitted successfully. Late Proposals shall not be accepted by the Owner’s Bidding System.

To ensure receipt of the latest information and updates via email regarding this Proposal or if a Proponent has obtained this Proposal Document from a third party, the onus is on the Proponent to create a Bidding System Vendor account and register as a Plan Taker for the Proposal opportunity at the at www.Proposalsandtenders.ca

Questions related to this Proposal Call may be submitted via the Bidding System using the **Submit a Question** feature.

1.0 RFP PROCUREMENT PROCESS

1.1 Invitation

The County of Wellington is seeking a qualified professional consulting firm who has experience and expertise in employment land studies to complete the work as specified in this Request for Proposal.

1.2 Proposal Call

The Owner may, by addendum, extend the Proposal Closing Time or any other scheduled dates relating to this Proposal Call.

Consultants agree to prepare and submit proposals at their own cost. The Owner is not obligated in any way to pay costs of any kind or nature whatsoever that may be incurred by a Consultant or any third parties in the proposal process relating to the Project. All such costs shall be the Consultant's sole responsibility.

1.3 Acceptance of Terms

Every Proponent shall bear all costs and expenses incurred by the Proponent relating to any aspect of its participation of this RFP or preparation or submission of a Proposal to the Owner.

1.4 RFP Schedule

The RFP process will follow the schedule below. The Owner reserves the right to modify any or all dates at its sole discretion.

RFP Schedule	Anticipated Dates
Release of RFP	February 8, 2024
RFP Proposal Closing	March 1, 2024
Award of Contract	Mid-March

1.5 Proponent's Information Meeting

N/A

1.6 Legislative Requirements

The successful consulting firm must agree to adhere to the Municipal Freedom of Information and Protection of Privacy Act, the Accountability and Transparent Government Policy, Occupational Health and Safety Act, and the Ontario Disabilities Act.

1.7 Proposal Information

Proponents shall complete all required information as substantially set out in the Proposal Requirements. A proposal shall be submitted via the document upload option in electronic bidding system.

2.0 PROPOSAL SUBMISSION REQUIREMENTS

The successful proponent will possess the required technical skills to deal with the complex and diverse matters to be addressed in the tasks detailed in this request for proposal and may be required to work directly and collaboratively with member municipalities, Conservation Authorities, Ministry Staff, the Public, landowners, and other stakeholders in a professional manner.

For the Owner to conduct a thorough evaluation of all Proposals, the contents of Proposals must be well organized and detailed. The information in this section is not intended to limit Proposal contents but rather to provide the framework for the Owner to evaluate each Proposal and determine which Proposal best meets the requirements of the Project.

Proponents are to provide detailed information specific to the Project. The Owner is interested in innovative solutions and will consider alternative strategies and approaches in the execution of the Project.

By submitting a proposal for this RFP the proponent authorizes the County to contact the persons or organizations for purposes of obtaining reference information relating to the proponents work and related project experience.

2.1 Mandatory Submission requirements

The proponent shall include the following information in their response. The proposal submission documents are to be uploaded into the electronic bidding systems labelled as Document Upload #1 – Proposal submission

- A clearly defined work schedule for the project that commits to dates and timelines referenced in this RFP.
- Time-effort matrix outlining staff hours for each task including the proposed work.
- A detailed breakdown of services to be provided by the proponent, including the fee per item and the “upset limits” which shall not be exceeded without the authorization of the County. Taxes are to be shown separately.
- A list of sub-consultants, if any, required for this work, and the related costs for this work.
- The details of the primary contact, project managers, support staff (including name and summary of qualifications) for the work.
- A brief company profile including company history and organization, and references.
- Examples of similar types of projects carried out in recent years by the proponent’s firm and, by the staff who will be working on this project.

1. Firm and Project Team Qualifications and Experience on Similar Assignments — Maximum 35 points

- A brief company profile including company history and organization and relevant references.
- Examples of similar types of projects carried out in recent years by the proponent’s firm and, by the staff who will be working on this project.

2. Project Understanding and Approach to Completing Project Tasks and Deliverables — Maximum 35 points

- A detailed work plan that includes an explanation of the proponent’s proposed approach and methodology for satisfying each of the project deliverables.
- Time-effort matrix outlining staff hours for each task including the proposed work.
- list of sub-consultants, if any, required for this work, and the related costs for this work.

3. Work Plan and Project Schedule – Maximum 20 points

- A clearly defined work schedule for the project that commits to dates and timelines for deliverables referenced in this RFP.

4. Financial Proposal – Maximum 10 points

- Proponents must provide billing rates and detailed breakdown of services to be provided by the proponent, including the fee per item and the “upset limits” which shall not be exceeded without the authorization of the County excluding tax.

2.2 Summary of Key Deliverables

1. Consultation and Engagement Strategy for the Project (varied and creative approaches are encouraged)
2. Detailed Planning Study
3. Land Use Options
4. Preferred Land Use Plan
5. Recommended Local Development Framework

2.3 Availability

Proposal Documents will be posted on the Owners Proposals and Tenders portal.

Upon receipt of Proposal Documents, Consultants shall verify that the documents are complete. Consultants shall immediately notify the Owner if the Proposal Documents are incomplete or upon finding discrepancies, errors, or omissions in the Proposal Documents.

Documents are made available only for the purpose of obtaining proposals for this Project. Their use does not confer a license or grant for other purposes.

2.4 Queries and Addenda

Questions related to this tender be submitted via the Electronic Bidding System using the **Submit a Question** feature. Any amendments, new information or clarifications to this RFP will be posted to the Owner’s Proposals and Tenders website in the form of an addendum.

Addenda may be issued during the Proposal period. All addenda become part of the proposal documents. Consultants shall include all costs of all addenda in the Proposal Price.

Verbal answers given by the Owner are only binding when confirmed by written addenda.

3.0 PROPOSAL EVALUATION

3.1 Evaluation Criteria

In recognition of the importance of the procedure by which a Proponent may be selected, the following criteria outline the primary considerations to be used in the evaluation and consequent awarding of a Contract under this RFP (not in any order). Proposals will be evaluated in accordance with the evaluation matrix below. The Owner reserves the right to prioritize and weigh the importance of individual criteria confidentially.

Selection of a Proposal will be based on (but not solely limited to) the following criteria and other relevant information provided by the Proponent at the time of submission, as well as any additional information provided during subsequent meetings/interviews with the Proponent.

3.2 Evaluation Matrix

Proposal Content	Available points
Firm and Project Team Qualifications and Experience on Similar Assignments	35
Project Understanding and Approach to Completing Project Tasks and Deliverables	35
Project Schedule	20
Total excluding Financial Proposal Score	90
Financial Proposal: Billing Rates & Estimated Costs	10
Total Points	100

3.3. Evaluation of Proposals

The Owner’s evaluation team will evaluate the Proposal in accordance with the evaluation criteria as outlined in the Evaluation Matrix to determine whether, in the sole opinion of the Owner, the Proposal is materially consistent and substantially addresses the content and requirements of a submission under this RFP.

Any Proposal that, in the sole opinion of the Owner, fails this evaluation may at the sole discretion of the Owner allow the following to occur:

- A. Seek clarification from the Proponent
- B. Exclude the Proponent from further or any evaluation under this RFP.

Proponents must achieve a minimum score of 75 points out of the 90 points allocated to the Proposal (this excludes points scored for the Financial Proposal). If a Proponent does not achieve a maximum score of 75 point following the evaluation of the Proposal, they will not proceed in the RFP evaluation process.

3.3 Evaluation of Financial Proposal

The Proposal with the lowest Contract Price will receive 100% of the weighted points for this evaluation category as set out in the Evaluation Matrix. The remaining Proposals will receive a pro-rated score calculated as follows:

$$\frac{\text{Lowest Evaluated Contract Price}}{\text{Proponent's Evaluated Contract Price}} \times 10 = \text{Score out of 10 points}$$

3.4 Determining a Proposals Overall Score

The scores for the Proposal and Financial Proposal will be added together to determine each Proponents overall score (in accordance with the Evaluation Matrix) to determine the Highest Scoring Proponent

3.5 Duration of Offer

Proposals shall remain open to acceptance and shall be irrevocable for a period of sixty (60) days after the Proposal Closing Time.

3.6 Interviews

The County, at its sole discretion, may elect to interview some or all proponents and their key staff in the deliberations of the successful candidate.

4.0 SUBMISSIONS

The Owner may, within thirty (30) days following the Proposal Closing Time, request that any Proponent clarify its Proposal. Proponents shall provide a written response to any such request for clarification within five (5) working days following receipt of such a request, or within such shorter time as the Owner may require.

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The County reserves the right to contact proponents to seek clarification of the contents within submissions provided. The County may investigate, as it deems necessary, the ability of the proponent to perform the work and the Proponent shall furnish the County all such information and data for this purpose as the County may request.

The Owner may require any Proponent to submit additional information clarifying any matters contained in its Proposal or the Owner may prepare a written interpretation of any aspect of a Proposal and require the relevant Proponent's acknowledgement of the accuracy of that interpretation. The additional information accepted by the Owner and written interpretations which have been acknowledged by Proponents shall be considered to form part of the Proposals of those Proponents.

The right to request clarification of Proposals by the Owner as provided herein is within the sole, complete and unfettered discretion of the Owner and is for the Owner's sole benefit, and may or may not be exercised by the Owner at any time and in respect to any or all Proposals.

The Owner's right to request clarification of Proposals as provided herein shall not in any way impose upon the Owner a requirement to clarify with a Proponent any part of a Proposal, and where in the opinion of the Owner the Proposal is ambiguous, incomplete, deficient, or otherwise not acceptable in any aspect, the Owner may reject a Proposal either before or after seeking a clarification under this section.

The seeking of a clarification of a Proposal by the Owner as provided herein shall not in any way oblige the Owner to enter into a Contract with that Proponent and shall not constitute an acceptance of that Proposal or any other Proposal.

All Proposal clarifications submitted by a Proponent shall be in writing in a form satisfactory to the Owner.

The Owner is not obliged to disclose the evaluation scores of the evaluation team, nor justify any score. The evaluation carried out by the evaluation team shall be fair and accurate for all purposes and shall not be subject to review by any court or other tribunal. The evaluation team reserves the right to use a third-party information to assist in the evaluation process.

4.1 Acceptance or Rejection of Offer

The submission of Proposals does not obligate the Owner to accept any Proposal or to proceed further with the Project. The Owner may, in its sole discretion, elect not to proceed with the Project in whole or in part and may elect not to accept any or all Proposals for any reason or to cancel the Project without any obligation whatsoever to Proponents.

Should the Owner not receive any Proposals satisfactory to it for any reason, it may, in its sole

and absolute discretion, revise the Proposal Documents or negotiate a Contract for the whole or any part of the Project with any of the Proponents or the lowest compliant.

Proposals which are informal, incomplete, contain qualifying conditions or otherwise fail to comply with the requirements of the Proposal Documents or are otherwise irregular in anyway may, at the sole and absolute discretion of the Owner, be declared invalid and rejected.

The Owner retains the separate right to accept or waive irregularities if, in the Owner's sole discretion, such irregularities are of a minor or technical nature or, where practicable to do so, the Owner may, as a condition of Proposal acceptance, request a Proponent to correct a minor or technical irregularity with no change to the Proposal Price.

The determination of what is, or is not, a minor or technical irregularity, the determination of whether to accept, waive, or require correction of an irregularity, and the final determination of the validity of a Proposal, shall be at the Owner's sole and absolute discretion.

The Owner reserves the right to accept or reject any or all Proposals or to accept any Proposal should it be deemed to be in its best interest to do so in its sole and absolute discretion. The lowest Proposal will not necessarily be accepted.

Proponents expressly waive all rights to make any claim against the Owner for any matter arising from the Owner exercising its rights as stated in these Instructions to Proponents.

5.0 AWARD

5.1 Award of Contract

The Owner reserves the right to accept the highest scoring, or any Proposal received and the right to conduct a subsequent procurement process.

Proposals based upon an unreasonable period for the completion of the Work may, at the Owner's sole discretion, be declared informal.

All submitted proposals and supporting documentation become the property of the Owner and will not be returned.

By submitting a proposal for this RFP the proponent authorizes the County to contact the persons or organizations for purposes of obtaining reference information relating to the proponents work and related project experience.

The Successful Proponent must be prepared, if requested, to present evidence of experience, ability, facilities and financial standing necessary to meet the requirements set in the Request

for Proposal.

The County reserves the right to contact proponents to seek clarification of the contents within submissions provided. The County may investigate, as it deems necessary, the ability of the proponent to perform the work and the proponent shall furnish the County all such information and data for this purpose as the County may request.

The County will execute a formal contact by way of issuing a Purchase Order to the successful proponent.

The Consultant is to provide the following documents prior to the start of the Contract as follows:

1. Insurance Certificates required by the Contract;
2. Work place Safety and Insurance Board Clearance Certificate;

6.0 DEBRIEFINGS

Subject to any applicable legislation, the evaluation team's decision with respect to selection of the successful proponent will be final and no explanation of the process, or reasons for its decision, will be provided by the County to any applicant;

Any complaint, claim or dispute that an applicant may have with the County in respect of this process, or its outcome is expressly waived.

The Owner will not be providing debriefing to unsuccessful proponents.

7.0 SITE ASSESSMENT

When applicable, consultants shall carefully examine the Place of the Work, and fully inform themselves of all existing conditions, limitations and difficulties that may arise during, or which may adversely affect, the execution of the Work. Consultants shall immediately notify the Owner of any conditions which may adversely affect the completion of the project not identified in the Proposal Documents.

Consultants shall include in their Consulting Fees all costs to complete the Work. The Owner will not consider any claims, and no amounts will be paid, for additional payment or time during the execution of the Work, or at all, for extra work, costs, damages or difficulties encountered resulting from conditions which were either visible or could be reasonably inferred from an examination of the Proposal Documents, the Place of the Work, or adjacent surrounding public or private property prior to the Proposal Closing Time.

Upon completion of site examination, Consultants shall reinstate the Place of the Work to its original condition and shall pay for any cost of repair to damaged products and systems designated to be relocated or remain.

8.0 LEGAL CLAIMS

No proposal or offer will be accepted from any Consultant who has a claim or has instituted a legal proceeding against the County or against whom the County has a claim or instituted a legal proceeding, without prior approval of Council. For purposes of this provision, where such Consultant is a corporation, this shall also include any non-arm's length corporation of the Consultant.

The County may, in its absolute discretion, reject a proposal submitted by a Consultant if the Consultant, or any officer or director of the Consultant is or has been engaged, either directly or indirectly through another corporation, in a legal action against the County, its elected or appointed officers and employees in relation to:

1. Any other contract or services; or
2. Any matter arising from the County's exercise of its powers, duties, or functions.

In determining whether or not to reject a proposal under this clause, the County will consider whether the litigation is likely to affect the Consultant's ability to work with the County, its consultants and representatives, and whether the County's experience with the Consultant indicates that the County is likely to incur increased staff and legal costs in the administration of the contract if it is awarded to the Consultant.

Any proposal that is submitted by a Consultant in a legal proceeding with the County that has not received permission from County Council to provide a proposal will not be opened and returned to the Consultant as such.

Should a Consultant submit a proposal that identifies a subcontractor that is in a legal proceeding with the County to be used to complete work on the proposal project, the County shall request the use of an alternate subcontractor as identified below in Section 9.0.

9.0 SUBCONSULTANTS

If applicable, Consultants shall submit a list of their proposed Subconsultants containing the names of all the Subconsultants which the Consultant proposes to use to perform work under the Proposal and the division or section of work to be completed by each Subcontractor.

Consultants shall ensure that all Subconsultants selected and named have experience in the Subcontract work described, have submitted their Subcontract prices in strict accordance with the Proposal Documents, and that they will execute their work with competence and within the required time frame.

Consultants shall ensure that all Subconsultants submitted with their proposal shall be actively engaged in work of the type described and shall be able to show proof upon request by the Owner of previous work of similar nature performed by them.

The Owner reserves the right to reject a proposed subconsultant for reasonable cause. Upon such rejection, the Consultant will be required to propose an alternate Subconsultant and to identify any resulting change to the Proposal Price. This change can affect the status of the Proposal price and may result in a different Proposal becoming low.

10. PROPOSAL ENCLOSURES AND REQUIREMENTS

10.1 Indemnification

The Consultant shall indemnify, save harmless and defend the Owner, its directors, officers, Council members, partners, agents and employees from and against all claims, demands, actions, losses, expenses, law suits, proceedings, costs or damages of every nature and kind whatsoever which the Owner, its directors, officers, Council members, partners, agents and employees may suffer as a result of the negligence, breach of contract, fraud, gross negligence or intentional misconduct of the Consultant, its employees, officers, Subconsultants or agents in the performance of this Agreement including but not limited to any suits or proceedings (including by any government agency) arising as a result of any violation or alleged violation of the Statutes or any regulations, policies and guidelines thereunder, as such Statutes or policies and guidelines thereunder may be amended or replaced from time to time, and any legal costs associated with them.

10.2 Insurance

Without restricting the generality of the requirement to indemnify the Owner, the Consultant shall obtain, maintain, pay and provide evidence of insurance coverage taken out with insurance companies licensed to transact business in the Province of Ontario and acceptable to the Owner. Listed below are the insurance requirements deemed necessary for the Contract by the Owner:

Commercial General Liability Insurance (“CGL”) must include the Owner as an Additional Insured with the limits not less than five million dollars \$2,000,000.00 inclusive per occurrence for bodily and personal injury, death and damage to property including loss of use. The CGL insurance will include Cross Liability and Severability of Interest Clauses, Products and

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Completed Operations coverage (12 months) and Standard (Non-Owned Automobile liability endorsement)

Professional Liability Insurance coverage must have limits not less than two million dollars \$2,000,000.00 inclusive per claim, covering services or activities that are professional in nature and excluded under the CGL policy.

The Owner will accept in place of the above-mentioned insurance coverage, a combination of primary liability limits and umbrella insurance or excess liability limits which meet the CGL and/or Automobile Liability coverage limited noted above.

Insurance coverages shall be maintained continuously by the Consultant from either the start of the Services or the signing of the Contract. The policy must be endorsed to provide the Owner with not less than thirty (30) days written notice in advance of cancellation, or any change or amendment restricting coverage.

10.3 Workplace Safety Insurance

Consultants shall provide a signed/dated Clearance Certificate issued by the provincial jurisdiction having authority for workplace safety insurance, confirming that, at the date of the proposal, the Consultant maintains an account, and is in good standing.

10.4 Taxes

Unless specifically excluded by the PROPOSAL Documents, Consultants shall **EXCLUDE** all applicable government taxes in the fees and prices.

10.5 Accessibility for Ontarians with Disabilities Act, 2005

In accordance with the Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005, c.11, the County shall have regard to the accessibility for persons with disabilities in respect to goods and services purchased by the County.

10.6 Ontario Regulation 429/07 (Accessible Standards for Customer Service)

In accordance with section 6 of Ontario Regulation 429/07, Accessible Standards for Customer Service, the contractor is responsible to ensure that all of its employees, volunteers and others for which the contractor is responsible are adequately trained as per the County of Wellington Human Resources Policy 16.25 (Accessible Standards for Customer Service & Use of Assistive Devices).

10.7 Suspension of Work

If due to any circumstances, the project is deferred or placed on hold, payment for all work executed up to that time will be made on receipt of a report which details all the information on the project developed to that date, along with all drawings completed. If the deferred project is not resumed to completion, then the payments will be deemed to be a final settlement.

11.0 SCOPE OF WORK

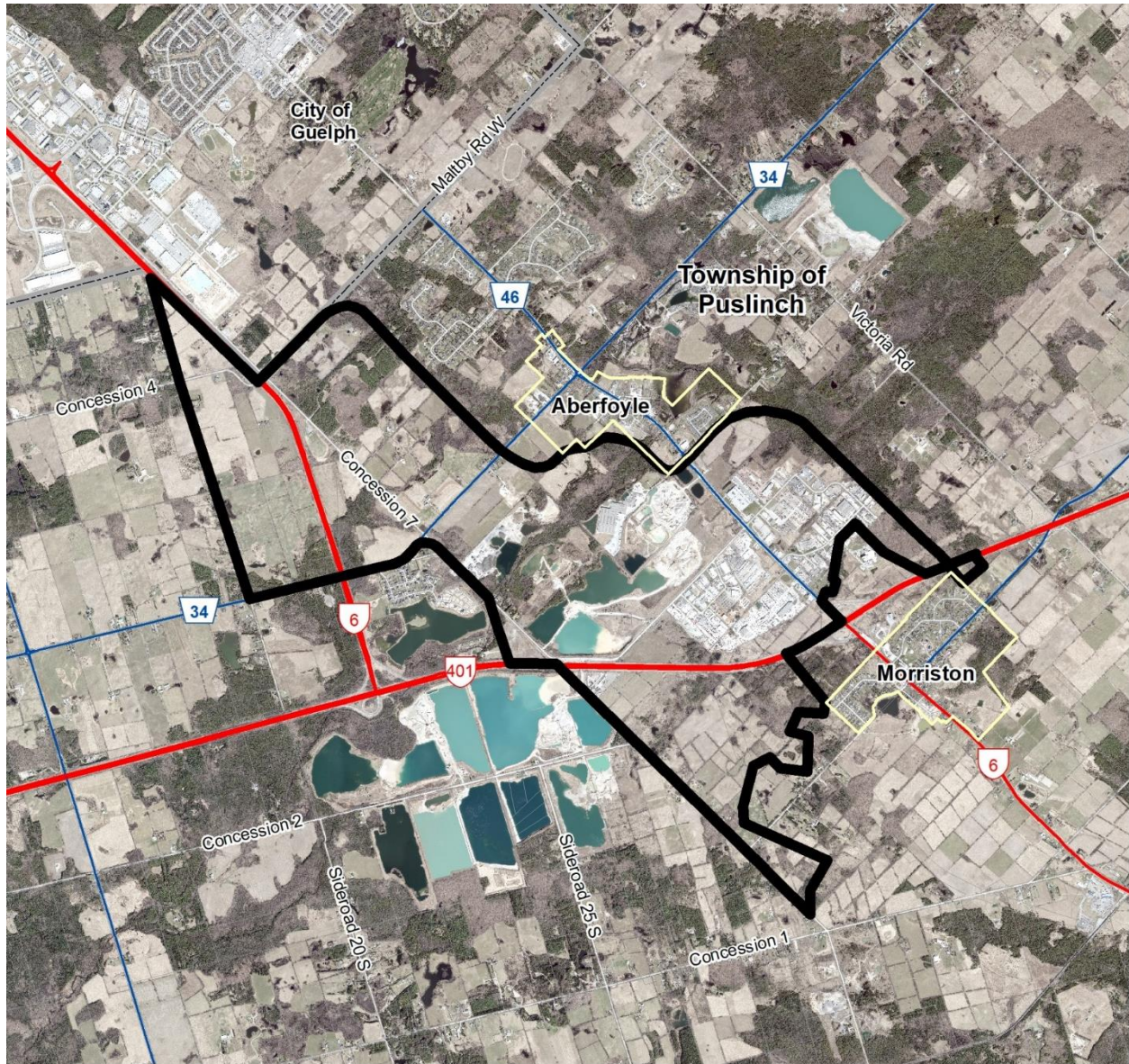
11.1 Background

Rural communities like Puslinch deserve the opportunity to prosper and thrive. Maintaining the right amount and type of employment lands in the right location is vital to the economic competitiveness of Puslinch and Wellington County as a whole. This cannot be accomplished with a one-size-fits-all solution or on an ad-hoc basis. The Township of Puslinch needs a plan.

The Township and County have an established track record of working together in the past by developing Puslinch Design Guidelines, the Highway 6 Streetscape Strategy (Morrison), and a Community Safety Zone Designation (Morrison). More recently, the County funded an analysis of rural employment land need by Watson & Associates Land Economists as part of the Official Plan Review. Watson’s analysis determined that Puslinch needs a minimum of 30 ha of additional industrial designated land.

Recognizing this need and the complex policy environment, the County consulted with the Province to find a way to develop a roadmap for employment growth in Puslinch. This led to the creation of a new policy in the County Official Plan for a “Regionally Significant Economic Development Study Area” in Puslinch. The boundary for the Study recognizes the strategic importance of lands near the Highway 401 and Highway 6 corridors (Figure 1).

Figure 1 Study Area Context



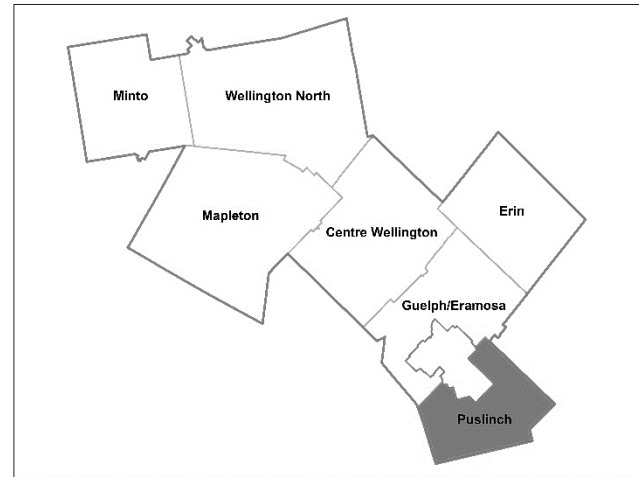
The Study is required to incorporate a transportation analysis, a servicing strategy, an agricultural and environmental review. A draft Scope of Work document was prepared by the County to seek feedback from Puslinch Council and staff to:

- Create a shared understanding of the project;
- Use as a basis for Township and County staff to prepare and issue the terms of reference for the Study; and
- Avoid future changes that might delay Study completion or increase Study costs.

The Scope of Work was finalized based on Council feedback and is the basis for the RFP. The County and Township have budget set aside to share the cost of the Study. The County will also partner with the Township through formal and informal means to pool limited staff resources.

The Study will commence in early 2024.

The Township of Puslinch is the southern most municipality in the County of Wellington and is adjacent to the Township of Guelph/Eramosa and single tier City of Guelph (north), Cambridge (west), Hamilton (south) and Milton (east). The Township is comprised of three designated rural settlement areas: the Secondary Urban Centres of Aberfoyle and Morriston and the Hamlet of Pulsinch.



11.2 Policy Framework

A number of policies provide direction for the preparation of this planning study.

Growth Plan for the Greater Golden Horseshoe

The Province of Ontario’s Growth Plan for the Greater Golden Horseshoe (Growth Plan) provides specific direction for the identification and protection of employment lands. The Growth Plan encourages municipalities to designate and preserve lands “...located adjacent to or near major goods movement facilities and corridors, including major highway interchanges, as areas for manufacturing, warehousing and logistics, and appropriate associated uses and ancillary facilities.” However, this policy applies to lands within settlement areas. Different policy approaches will need to be considered to support needed rural employment growth in Puslinch.

Provincial Policy/Planning Statement

The Province has released a draft Provincial Planning Statement (to replace the Provincial Policy Statement) which does not carry forward many of the more restrictive policies from Growth Plan. The Study will need to consider the current/new policy framework.

County of Wellington Official Plan

The County of Wellington Official Plan serves as the local plan for the Township of Puslinch and applies to the Study. The Official Plan also includes a “Local Planning Policy” section for individual municipalities to develop policies that reflect local differences or preferences, where

appropriate. The following local policies, in particular, will need to be reviewed as part of the Study:

- Wellington Road 46/Brock Road (9.8.1)
- Puslinch Industrial Policy (9.8.3)
- Regionally Significant Economic Development Study Area (9.8.4)
- Puslinch Economic Development Area (9.8.6, PA7-1)

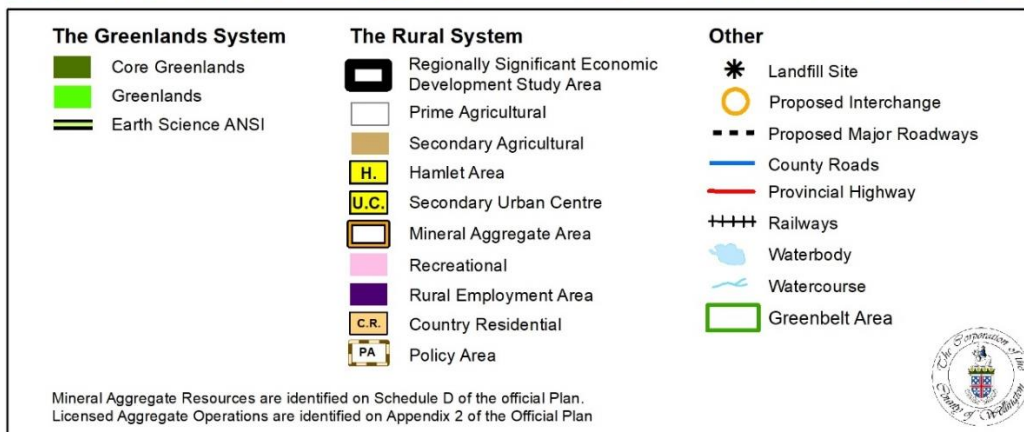
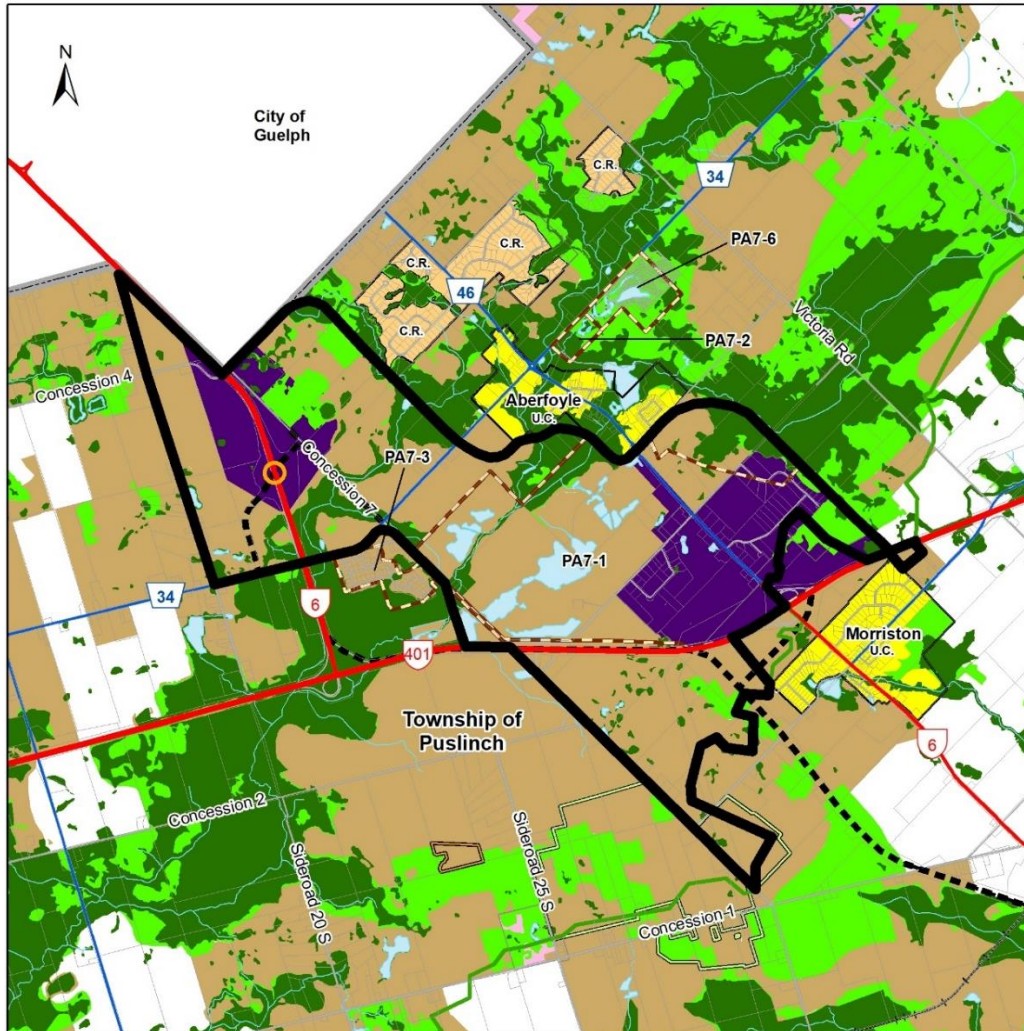
The Study should make recommendations about any necessary changes to existing policies and/or creation of new policies.

Figure 2 shows the study area within the context of the Land Use Schedule for Puslinch in the Official Plan.

11.3 County of Wellington Official Plan Review

The County has been completing a municipal comprehensive review (MCR) as required by the Growth Plan as part of the Official Plan Review. The Phase 2 MCR Report identified the shortfall of Rural Employment Area lands in Puslinch. The Puslinch by Design Study is being undertaken as part of Rural Phase 3B of the MCR.

**Figure 2 Puslinch Schedule B7 Land Use - Excerpt
 County of Wellington Official Plan**



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11.4 Puslinch Design Guidelines

Puslinch Design Guidelines published in 2010 apply to commercial, industrial and institutional development and redevelopment proposals throughout the Township to:

- Develop an enhanced streetscape along Brock Road (Wellington Road 46), Highway 6 N (Hanlon Expressway) and Highway 6 S (Morrison);
- Improve the quality of site and building design; and
- Protect what makes Puslinch unique.

The Design Guidelines are meant to be a living document which can be revised at Council’s discretion to respond to changing needs. The Study should recommend changes to the design guidelines such as any additional geographic priority areas and new/enhanced approaches.

11.5 Study Name

Early feedback on the current study name (Regionally Significant Economic Development Study Area) is that it is complicated, too long and difficult to understand. We are suggesting that it be renamed to “Puslinch by Design: Employment Land Study” to represent the following:

- **Puslinch by Design:** the study will result in a made-in-Puslinch plan, based on local feedback and will address design elements (e.g. rural character, compatibility, buffering, transitions, sustainability, built-form).
- **Employment Land Study (ELS):** the study will focus on identifying new employment lands such as light industrial, manufacturing and warehousing uses that do not produce noxious emissions and that do not require outside storage (“prestige” type of industrial land) and those which need outside storage and possibly produce noise, odour or other emissions that are not compatible with other uses (“general” type of industrial land). Only “dry” industrial uses are permitted by the Official Plan and Zoning By-law.

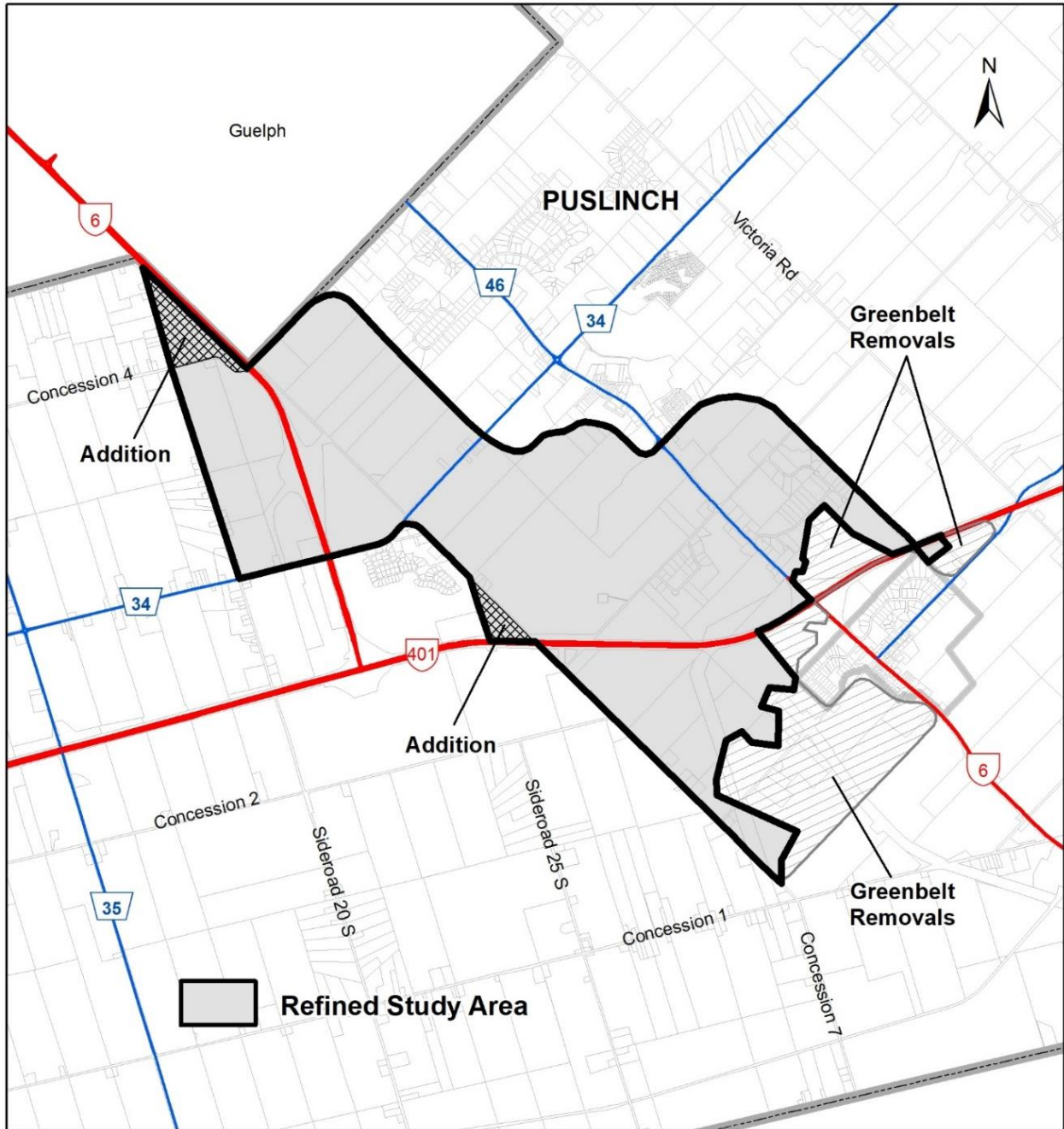
11.6 Refined Study Boundary

The Official Plan policy which establishes the Study allows for minor refinements to be made to the limits of the Study Area before it begins and without amendment to the Official Plan. Such refinements are shown as Figure 3. There are two areas which have been added:

- Northeast corner of Concession 4 and Sideroad 20 N (Estill), and
- North side of Hwy 401, east side of Sideroad 25 and west side of Concession 7 (Farhi)

Removals at the southern limit generally follow the Greenbelt Plan boundary, which is consistent with Provincial modifications to OPA 119 and recent legislation.

Figure 2 Refined Study Area



11.7 Purpose of Study

The purpose of this Study is to develop:

1. land use options for a minimum of 30 ha of new employment growth within the Study Area (mainly industrial, but some associated/ancillary commercial uses);
2. a preferred land use concept; and
3. a local development framework including Official Plan land use designations, policies and design guidance for the employment lands.

11.8 Goals

Three key goals have been developed to guide the preparation of the Study.

A Made-in-Puslinch Approach

The Study should address the Township's need for a diverse employment area. Existing industrial uses, in-effect zoning/land use designations and in-progress development applications should factor into this review. Appropriate locations within the Study Area should be identified to accommodate a variety of industrial development (both prestige and general industrial types), with a range of parcel sizes and suitable road access.

Leverage Improvements to Highways 6 and 401

The Ministry of Transportation continues to make progress with improvements to Highways 6 and 401. The new Hanlon Expressway interchange and connecting roads have the potential to improve the viability of designated rural employment lands and unlock potential locations for new lands. The Township has been meeting with Ministry staff to confirm access to adjoining and nearby lands. Written confirmation of the Ministry's position will be shared with the project consultants so that it may be incorporated into their analysis.

High Quality and Sustainable Design

The appearance of employment areas should be attractive as they are the places where major investors in the Township may choose to locate. They are also a permanent addition to the landscape which should be located and designed to:

- be compatible with the surrounding area,
- help maintain the rural character of the area,
- provide enhanced buffering, screening and landscaping as needed, and
- encourage a higher level of building and site design, where appropriate.

Design of sites and buildings that also pay close attention to water, energy and land efficiency are more environmentally sustainable. The Study should deliver simple but effective approaches to meet these and other design objectives within the local context.

11.9 Areas of Focus for Technical Work

This Study will need to consider optimal new locations for employment growth based on applicable policies and within the context of the following:

<p>Planning</p>	<ul style="list-style-type: none"> • land use compatibility • adequate separation of sensitive uses and new employment uses • appropriate mitigation measures / buffers (including specific design elements and other measures) • protection of cultural heritage and mineral aggregate resources • consideration of cumulative impacts of existing/pending industrial uses (built, zoned/designated and in-progress development) and concentrations of uses such as logistics/warehousing • planning for a diverse employment area (both prestige and general industrial types) • need for a range of parcel sizes and suitable road access • identification of future studies to be required at development stage for new areas of employment growth recommended by the Study
<p>Design</p>	<ul style="list-style-type: none"> • maintaining rural character • enhanced buffering designs (increased setbacks, berms, landscaping, etc.) • higher level of building and site design • innovative approaches that address environmental sustainability, climate change and other matters arising through the Study process
<p>Transportation</p>	<ul style="list-style-type: none"> • an assessment of current and future traffic conditions, including the need for future road improvements • implications of new locations for employment growth on transportation network and potential mitigation measures (including impact to agricultural-related transportation) • options to eliminate the need for/or reduce costs of new transportation infrastructure and its future maintenance • options for active transportation within newly developing areas (such as walking trails for employees) and to connect with the broader community • design and maintenance of new roads (urban vs rural standards)

Servicing	<ul style="list-style-type: none"> • permissions for “dry” industrial and commercial uses (those uses which do not use significant amounts of water in their operations and which do not produce significant amounts of effluent, consistent with rural servicing levels which rely on private water and sewage systems) • other potential servicing options
Agriculture	<ul style="list-style-type: none"> • a review of agricultural policy, agricultural land use, agricultural investment, agricultural fragmentation and Minimum Distance Separation (MDS 1) calculations to determine level of impact and potential mitigation measures • review applicable to agricultural activities within and surrounding the Study Area
Environment	<ul style="list-style-type: none"> • a review of Provincial policies for protection of natural heritage features and areas and water quality and quantity, and mitigating risk from natural or human-made hazards • a review of County Official Plan policies including the designated Greenlands System of the Official Plan (which is a composite of many natural heritage features, flood prone areas and hazardous lands) to ensure that features and functions will be maintained or enhanced • consideration of County of Wellington Natural Heritage System • a review to ensure that the requirements of the Grand River Source Protection Plan would be met • protection of Paris and Galt Moraine processes and features (see OP Policy 4.9.7)

11.10 Phasing

The Study will be undertaken in six phases as follows:

- Phase 1 Project Initiation
- Phase 2 Existing Conditions
- Phase 3 Detailed Planning Study
- Phase 4 Land Use Options
- Phase 5 Preferred Land Use Plan
- Phase 6 Recommended local development framework
 (Official Plan land use designations and policies, design guidance and future development application studies)

11.11 Consultation

The consultants will be responsible for designing a program for consultation and community engagement which includes the following:

- Township Council
- Steering Committee (Township and County staff)
- Grand River Conservation Authority
- Provincial staff
- City of Guelph
- A strategy for engaging with community members and other stakeholders, including a minimum of two public information sessions.

A range of options will be needed for both broad and targeted in-person and virtual public engagement at critical points of the Study.

11.12 Project Timeline

This project has a target completion date of the fourth quarter of 2024.

11.13 Reference Documents

Several documents are available to help support the completion of the policy review and technical review:

Township

1. Municipal Development Standards (2019)
2. Puslinch Design Guidelines (2010)
3. Puslinch Zoning By-law (May 2021 consolidation)
4. Roads Management Plan (2022)

County

5. County of Wellington Official Plan (2024 consolidation)
6. Mapping of a Natural Heritage System in Wellington County (September 2018)
7. Phase 1 MCR Report: Urban Structure and Growth Allocations Final Report (June 16, 2021 as amended January 31, 2022)
8. Phase 2 MCR Report: Land Needs Assessment (August 29, 2022)
9. Wellington County Active Transportation Plan (September 2012)
10. Wellington County Employment Land Inventory
11. Wellington County ROAD Master Action Plan (December 2021)

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12. Provincial Policy Statement (2020)
13. Draft Provincial Planning Statement (2023)
14. A Place to Grow – Growth Plan for the Greater Golden Horseshoe (2020)
15. Minimum Distance Separation (MDS) Document (2016)
16. MTO Class Environmental Assessment (EA) for improvements to Highway 6 and Highway 401 in the Township of Puslinch, Wellington County, and the City of Hamilton
17. Highway 6 (Hanlon Expressway) and Highway 401 Improvements from Hamilton North limits to Guelph south limits
18. Highway 6 Midblock Interchange – Concession Road 4 Closure (November 15, 2023 MTO correspondence)

11.14 Software

Text documents are required in Word and PDF formats.

All mapping is to be in County compatible software: ESRI file Geodatabase format or RSRI Shapefile format (Projection: NAD83 Zone 17N).

11.15 Budget

The County has a budget of \$250,000 identified in its 2024 Capital budget.