



November 20, 2024 Council Meeting

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Addition to the Agenda Questions received from Council seeking additional information and the corresponding responses provided by staff regarding the November 20, 2024 Council agenda items.

7.2.1 Delegation by Michael Hryshenko regarding Municipal Support Letter for IESO LT2 RFP Energy Stream Facility Proposal

-it appears that a solar farm is being proposed. If so what would be the benefits to the Township? Staff have reached out to the County to assist with information relating to property tax assessment for this type of use, but did not hear back in time to publish the agenda Q&A. The benefit to the Township in terms of land use planning and the best and highest use for the property is not yet determined as there is no planning act application at this time.

9.1.1 Report FIR-2024-005 Cambridge-Puslinch Fire Protection ≠

-why the big jump in cost? The costs are reflective of increases to direct and indirect costs associated with fleet, equipment, fuel, employee wages, etc. and is calculated on a per capita basis.

-can we opt out in any year of the three year agreement? The termination clause indicates that either party can terminate the agreement with 180 days' notice.

Fire Service Agreement

-In 2024, the current cost of the contract is \$144,232 which appears to include a discount of \$60,669 as noted in Schedule B of the report. A discount does not appear in any of the future forecasted years which results in a significant jump in 2025. What does the discount in the current year relate to? The way this is represented in the current contract is somewhat misleading. The previous contract costs and the new contract costs are outlined below:

2025-2027 Contact Costs



Total Indirect Costs	<u><u>2,866,862</u></u>	<u><u>3,057,420</u></u>	<u><u>3,015,358</u></u>
Total Costs	<u><u>31,718,062</u></u>	<u><u>33,649,120</u></u>	<u><u>34,749,158</u></u>
Population Cambridge	155,090	156,641	158,057
Per Capita Costs	204.51	214.82	219.85
Population Puslinch	1,002	992	983
Cost to Puslinch	<u><u>204,900</u></u>	<u><u>213,200</u></u>	<u><u>216,100</u></u>
PART 1 Total Payable	<u><u>144,232</u></u>	<u><u>213,200</u></u>	<u><u>216,100</u></u>
Surplus / (Discount)	(60,669)	0	0

2021-2024 Contact Costs

Total Indirect Costs	<u><u>2,594,437</u></u>	<u><u>2,443,320</u></u>	<u><u>2,557,058</u></u>
Total Costs	<u><u>27,960,037</u></u>	<u><u>28,375,162</u></u>	<u><u>28,970,844</u></u>
Population Cambridge	140,827	142,269	143,711
Per Capita Costs	198.54	199.45	201.59
Population Puslinch	734	734	734
Cost to Puslinch	<u><u>145,700</u></u>	<u><u>146,400</u></u>	<u><u>148,000</u></u>
PART 1 Total Payable	<u><u>137,800</u></u>	<u><u>140,000</u></u>	<u><u>142,100</u></u>
Surplus / (Discount)	(7,900)	(6,400)	(5,900)

The first column in the new contract is calculating the cost for 2024 based on actual per capita costs (\$204.51) and is using updated population data of 1002. This has resulted in what appears to



be increased costs for 2024 in the amount of \$204,900, but is not reflective of what Puslinch actually paid. The actual amount paid in 2024 was \$144,232. The actual discount applied in 2024 is \$5,069. This is based on adjustments made to the actual per capita costs.

The formula in the 2025-2027 Contact Costs table is auto filling a discount amount of \$60,669 based on the difference between \$240,900 and \$144,232. There is likely to be a minor adjustment to the 2025-2027 costing (surplus/discount) once actual per capita costs are calculated.

-Section 5(B)(ii) of the agreement says – “The annual fee may be discounted by the City as agreed to by the Township and the City with annual increases based on Statistics Canada Consumer Price Index annual for Ontario to the net annual fee over the course of the Agreement”. What does this mean? It is confusing that this clause speaks to a discount and an increase. Looking for clarity of the intent of this section. **The City can apply a surplus/discount as noted as noted above based on per capita actuals. Indexing will occur year over year as outlined in the fee scheduled based on the CPI, which is the increase being referenced in this section.**

-Section 5(e)- says “technical rescue emergencies will be billed on a cost recovery model” What is meant by this paragraph? Are there additional invoices the township would receive above and beyond the costs outlined in the report below? **Yes, it is possible for additional invoicing for technical rescue emergencies. Examples include trench/confined space rescue, structural collapse (if people are trapped), high and low angle rescues. These are not common emergencies but it is to the benefit of the Township to have the expertise and equipment available in event that these do occur. Staff received a quote from another neighbouring municipality for technical rescue support, the quote includes a \$50K retainer with additional cost recovery per incident. Staff suggest that the agreement with Cambridge is good value for the services provided.**

What is the difference between Mutual Aid vs Automatic Aid vs First Response Agreements.

Automatic Aid: the Township has an automatic aid agreement with Rockwood where reciprocal support is provided for “like” services. No money paid by either party and there is an agreement in place outlining “like” services.

Mutual Aid: This arrangement exists for circumstances where a department’s resources are exhausted and the department calls for help (for example tankers for water). No money paid to either party, and all departments on Ontario take part in mutual aid.

Fire Service Agreements: These agreements are specific to areas of a municipality that cannot be reached in a timely manner to effect a positive outcome. It is very common for municipalities to have these agreements based on geographical distances from their fire hall(s). These agreements serve as an economical way to provide fire suppression services without the costs of adding infrastructure.



How much input does Puslinch have on what Cambridge can provide?

The Fire Chiefs discussed the terms of the contract based on Puslinch needs. The services and types of apparatus were agreed upon based on needs of both municipalities. As a reminder, this agreement only applies to the first hour of response to incidents listed in the agreement. After the first hour, Puslinch Fire takes over the scene and Cambridge withdraws. Cambridge could still assist Puslinch under the mutual aid provisions (i.e. for tankers).

What is the justification for the identified area (in brown) Zone 12? Is it based on response time from the Puslinch Fire Hall or distance? Yes, the geographical distance from the fire hall justifies the need for fire service agreements.

If so, why wouldn't more areas be included along the West side of the Township along Townline Road? Call times are tracked and analyzed when determining the need for Fire Service Agreements through Fire Master Plans. Currently response times are adequate for the west side of the Township north of the 401. In addition, call volumes are significantly higher on the west side south of the 401, likely due to residential density.

What process would need to happen to increase the service area? (this was the recommendation in Report 2021-006) The Township is guided by its Master Fire Plan which serves as a planning tool to guide priorities and service delivery. It is best practice to update the Establishing and Regulating By-law after the completion of a Fire Master Plan, this is scheduled for 2025 and is included on the corporate work plan. Any Fire Service Agreements recommended by the strategic plan, will require negotiations with the municipality (i.e. Cambridge) that is providing the service.

Have there been any service changes in this updated agreement compared to the current agreement? Clarified "other" calls to include medical calls and included Technical Rescues emergencies to be billed on a cost recovery basis.

What was the latest budget contribution for the Cambridge service agreement? I believe the Council resolution was to budget 50% by 2024? If so, what would the budget contribution be for 2025 if this is continued?

Over a number of years, Council has authorized staff to proceed with phasing in the costs associated with the Cambridge Fire Services Contract to be phased into the general operating budget as further outlined below:

- At its meeting held on January 16, 2019, Council authorized staff to proceed with phasing in one quarter of the costs amounting to \$34,450 in the 2019 operating budget.
- At its meeting held on January 2, 2020, Council authorized staff to proceed with phasing in an additional amount of \$13,780 in the 2020 operating budget.



- At its meeting held on January 18, 2023, Council authorized staff to proceed with phasing in an additional amount of \$5,705 in 2023 to 2026, until 50% of the contract is achieved.
- Based on the Council direction above, in 2024, \$59,640 of the contract is currently being funded by the general operating tax levy.

If Council desires to achieve the 50% by 2026, with the new proposed budget amount of \$216,100, this would result in a total of \$108,050 to be funded by the general operating tax levy which is an increase of \$48,410 from the \$59,640 already allocated as part of the 2024 operating budget.

OR staff suggest spreading the remaining \$48,410 over the three years of the contract term for a reduced annual allocation as follows:

This equals:

2025 - \$16,137

2026- \$16,137

2027 - \$16,137

9.2.1 Report FIN-2024-032 - 2025 Proposed Cost of Living Adjustment ≠

-what was Erin's cost of living adjustment in 2024? **This information has not been provided at this time.**

-what is the dollar amount associated with the 3% COLA? **Approximately \$114K for a 3% COLA.**

9.3.3 Report ADM-2024-057 2024 Aggregate Compliance Assessment Reports & Annual Monitoring Reports ≠

- are we reimbursed by the gravel pit operator/owner for the reports reports prepared by our consultants listed under Schedules A to E?

Staff have outlined below which reviews are and are not cost recoverable:

Schedule A – Roszel Ecological Monitoring Report Peer Review - Yes, cost recoverable

Schedule B – Roszell Water Monitoring Peer Review – Yes, cost recoverable

Schedule C – Mill Creek Phase 6 Monitoring Report – Yes, cost recoverable

Schedule D – Mast Snyder Monitoring Report Peer Reviews – Not cost recoverable

Schedule E – Aberfoyle Pit 2 Monitoring Peer Review – Not cost recoverable



-will be suggesting the following changes to the recommendations **Staff will have the recommendation updated to reflect the changes noted.**

That Council direct staff to provide the response to the Township's Peer Review from Dance Environmental Inc. regarding the 2023 Ecological and Aquatic Monitoring to the Township's Ecologist for review and **comment-consideration in the 2024 report**; and,

That Council direct staff to send the Township's Peer Review of the 2023 Roszell Ground Water Monitoring Report to the Pit Operator and MRN requesting confirmation **whether as recommended by Harden whether the barrier between Lake 2 and Lake 3 will be raised to allow the water level in Lake 3 to equilibrate to its highest possible level** ; and,

That Council direct staff to send the Township's Peer Review of the 2023 Mill Creek Pit Phase 6 2023 Ecological Monitoring Report to the Pit Operator for **response review and consideration in the 2024 report**; and,

That Council direct staff to send the Township's Peer Review of the 2023 & 2022 Mast Snyder Ground Water Monitoring Report to the Pit Operator and MRN; and,

That Council direct staff to send the Township's Peer Review of the 2023 Aberfoyle Pit 2 Ground Water Monitoring Report to the Pit Operator and MRN.

-re comment on Schedule E "A land use planner may be able to evaluate if provincial policy statements or official plan policies of the County of Wellington are being contravened. We note that the pit pond extends into the area formerly regulated by the GRCA as shown on the attached map."; would it be beneficial for us to do so? If yes what would be the cost?

Staff have received the following response from The Township's Planning Consultant NPG:

Following up on our recent phone conversation, I would like to clarify that the Provincial Planning Statement (PPS) and the County Official Plan are not enforceable documents. They serve as guiding frameworks for new proposals, outlining overarching considerations.

Any potential contravention would need to be assessed in relation to existing licenses and Township By-laws.

While we can review new applications in the context of the PPS and County Official Plan, a thorough technical evaluation of reports, such as hydrogeological studies or environmental impact assessments, would need to be conducted by qualified experts.

Given this, we do not believe it would be appropriate to provide a quote for the requested work at this time.

However, if you would prefer, we can offer a quote to research the relevant policies that would apply should a new application be submitted.

Schedule "Q" - 5709 - 2024 Compliance Assessment Report



-Arkell Pit

-C22 asphalt pile to be removed; when?

-this has been noted previously

The Pit Operator advised that the asphalt has already been partially removed with the remainder expected to be done by the end of November.

Schedule "R" - 5710 - 2024 Compliance Assessment Report

-Cox Forestell Rd.

-C22 non compliance noted asphalt and concrete not stored in designated area

-this has been noted previously

Schedule "S" - 5737 - 2024 Compliance Assessment Report

-inactive; fish hatchery permitted in 2022

-B6 notes storage tanks within 30m of pond and yet it is noted as compliant

Schedule "T" - 5738 - 2024 Compliance Assessment Report

-Concession 2 UofG

-C22 states raw feed imported for production requirements; is this correct

Staff have sent this question to the Pit Operator for response, but did not hear back in time for publishing the agenda Q&A.

Schedule "AA" - 20085 - 2024 Compliance Assessment Report

-Capital WR34

-C22 Clean fill being imported passing Table 1; if from Badger not clean fill

Pit Operator advised that Capital imported some excess soils to this location that was generated from their project at the new South End Community Centre in Guelph off of Clair Rd. The soils came from the undeveloped areas of this project site and met the MECP standards for Table 1 soils.

Schedule "BB" - 20212 - 2024 Compliance Assessment Report

-duplicate of X and Z

Schedule "HH" - 625284 - Compliance Assessment Report

-missing

Staff have included the missing schedule as a correction in November 20, 2024 Council Meeting Agenda Addendum #2.

9.3.4 Report ADM-2024-058 Reporting Out from Council Direction Update ≠

-re Automatic Speed Enforcement; what criteria will be used to determine whether the ASE will continue after the one year trial in Aberfoyle?



County staff will be reporting to the Roads Committee on the ASE programme during the trial period and will seek the Committee's direction with respect to the continuation of the programme.

9.3.5 10:05 A.M. Report ADM-2024-059 2024 Township of Puslinch Emergency Management Programme Annual Report ≠

-re "a) EOC Updates: Through setting up the EOC fully, it was noted that not all landlines are functional. It....."; why weren't the landlines functional and should we only rely on two landlines? When the Township moved to a VOIP service which did not require landlines, the Township consulted with the County of Wellington Emergency Management team to determine whether it was reasonable to decrease the number of EOC landlines. Following the exercise on October 25, 2019 the After Action report stated the following:

- "Noted that the Township upgraded its telephones to a VoIP system. There are now two active emergency lines for the EOC and the others are included in the Township telephone system. The dedicated lines and numbers need to be determined and included in the EOC procedures."

It seems that this decision was made at the exercise but was missed when updating the EOC procedures—which is why it was thought that there were still 4 landlines active. The MECG in 2019, and this year (2024) felt that 2 landlines was enough to maintain connection with outside organizations, as the case may be.

9.4.2 Report PD-2024-007 – Zoning By-law Amendment Deem Application Complete/Incomplete D14-BRU (4120 Wellington Rd 35) ≠

-have the barn and drive shed been demolished?

The applicant has advised that the drive shed has been removed. The Barn and Silo have not yet been demolished and the applicant is in discussions with the Fire Department to demolish the Barn and Silo through a controlled burn in Spring 2025.

9.3.6 Report ADM-2024-060 - Township Human Resource Policy Review and Proposed Amendments≠

Schedule "B" – Discrimination, Harassment and Violence in the Workplace Policy
Re "Formal Procedure

If the incident or complaint cannot be resolved informally or if it is too serious to handle on an informal basis, you may bring a formal complaint to Human Resources. If the matter involves Human Resources, the complaint can be brought to the CAO."; suggest change can to "should" or similar phrasing. Can infers that there is another option available. Staff have amended this section to state "will" be brought to the CAO.

-re "Humaqn Resources and the CAO will determine the appropriate amount of information to be shared with the complainant and respondent"; typo Corrected

-re "If a supervisor becomes aware of or witnesses' "; typo Corrected



-re “Deliberate false accusations of discrimination or harassment are of a serious nature and may also result in disciplinary action up to and including termination of employment without notice or pay in lieu of notice”; suggest reword first part ie “of a serious nature "doesn't fit **Suggested rewording: Deliberate false accusations of discrimination or harassment are considered serious offenses and may result in disciplinary action, up to and including immediate termination of employment, without notice or pay in lieu of notice.**

Schedule “C” – Employee Performance Appraisal Policy

-re Merit Increases; is a 4% merit increase the same as a single step rate increase in a particular salary level? **Yes**

If not how do the two relate ie progression with a salary level and merit increase? **The Proposed Policy sets out a framework to guide managers to apply merit increases based on performance with the ability to award 0% up to 4% at the annual performance meeting. This eliminates the previous framework of “all or nothing” as it relates to merit increases.**

-consider that vacation time associated with merit increases not to be carried over to subsequent years **The intent of the policy is not to carry forward performance based vacation entitlement or performance based merit increases. For instance, if an employee receives a 2% merit increase in year 1, they are **not** eligible for a maximum of a 6% merit increase in year 2. Employees are eligible to receive a maximum of 4% increase each year regardless of previous year increases (subject to performance and placement on the salary grid). This could mean that an employee who does not receive the full 4% merit increase each year, takes longer than 5 years to reach the top of the grid for their position.**

10.3 ERO Posting 019-9265 Reducing Gridlock, Saving You Time Act, 2024 – Building Highways Faster Act , 2024 ≠

-propose to make the following motion **Staff will have the draft motion prepared.**

Whereas comments are being requested for ero 019-9265 Bill 212 - Reducing Gridlock, Saving You Time Act, 2024 – Building Highways Faster Act , 2024 ; and

Whereas the proposed Building Highways Faster Act will prioritize certain highway projects which according to the MTO evidence based evaluation, as noted in Figure 12A of the 2022 Auditor General’s Report Value-for-Money Audit: Highway Planning and Management, are lower in the priority list; and

Whereas the proposed Act includes the following

(8) If the property owner is a municipality or a local board within the meaning of the Municipal Act, 2001 or the City of Toronto Act, 2006, then despite subsections (1) to (5),

(a) the Minister may compensate the property owner for any damages resulting from the site inspection, but does not have to;

(b) if the Minister compensates the property owner, the Minister shall decide the quantum of compensation and may provide only partial compensation; and



(c) for greater certainty, the Minister is not required to compensate the property owner for anything done under subsection 9 (1), and the procedure for determining compensation set out in subsections (1) to (5) of this section does not apply.

Be it resolved

That the Township of Puslinch requests that the Province use fact based evaluation to prioritize highway projects and

That the Province amend the proposed legislation to compensate municipalities of all reasonable costs they may incur supporting priority projects and

That this resolution be submitted as the Township of Puslinch comments for ero 019-9265 and that a copy be sent to Speaker Ted Arnott, and AMO.