

Monday, August 11, 2014

7:00 p.m.

Guelph/Eramosa Township Municipal Building

1. Call to Order
2. Approval of Agenda
3. Announcements/Presentations
4. Declaration of Pecuniary Conflict of Interest
5. Adoption of Minutes (*White*)
 - 5.1 July 14, 2014 (Regular Meeting)
 - 5.2 July 14, 2014 (Public Meeting)
 - 5.3 July 14, 2014 (Closed Meeting)
6. Public Meetings (*Green*)

None.
7. Delegations (*Pink*)
 - 7.1 Dan Currie, MHBC Planning Ltd. (Township Planner) re. Preliminary Update on Sacred Heart Site Plan
 - 7.2 Jeff Buisman, Van Harten Surveying Inc. re. Providing information regarding the Mudge & Fellows Industrial Development (Severance B56/14)
8. Regular Business (*Blue*)
 - 8.1 Correspondence from Reverend Dr. Don Moore re. Speed limit reduction request (Eighth Line East)
 - 8.2 Public Works Report 14-07 re: Tandem Truck Tender Results
 - 8.3 Planning Report re. Consent Application B78/14 (Ward)
 - 8.4 Planning Report re. Consent Application B82/14 (Van Soelen)
 - 8.5 Fire Report 14-08 re. Rockwood Station – Monthly Report

- 8.6 Fire Report 14-09 re. Rockwood Station – Monthly Report
 - 8.7 Correspondence from R.J. Burnside & Associates (Township Engineer) re. 42 Bedford Road Security Reduction
 - 8.8 Correspondence from R.J. Burnside & Associates (Township Engineer) re. Highway 7 and Jones Baseline Intersection – Drainage Acceptance of Petition and Appointment of a Drainage Engineer
 - 8.9 Clerk Report 14-11 re. Delegated Authority during the Election Period
 - 8.10 Correspondence from Township Drainage Superintendent, Gerd G. Uderstadt re. Cleghorn Drainage Works, “F” Drain, Maintenance and Repair 2014
 - 8.11 Correspondence from Township Drainage Superintendent, Gerd G. Uderstadt re. Mack Drainage Works, “A Drain”, Maintenance and Repair, 2014
 - 8.12 Correspondence from Eden Mills Writers’ Festival re. Township Support
 - 8.13 Correspondence from Lisa Dolderman re. Noise By-law Exemption Application
 - 8.14 Correspondence from Mark Van Patter, Green Legacy Chair re. Green Legacy 10th Anniversary
9. Addendum Items
- None.
10. By-laws (*Yellow*)
- 10.1 55/2014 A By-law to delegate certain authority to the Chief Administrative Officer (CAO) during the election period.
 - 10.2 56/2014 A By-law to authorize the Mayor and Clerk to enter into a Lease Agreement between the Corporation of the Township of Guelph/Eramosa and Rocking Horse Early Learning Centre Inc.
 - 10.3 57/2014 A By-law to authorize the Mayor and Clerk to enter into a License Agreement between the Corporation of the Township of Guelph/Eramosa and East Wellington Community Services.
 - 10.4 58/2014 A By-law for closing temporarily a portion of the Highways known as York Street and Barden Street, Eden Mills for the Eden Mills Writers’ Festival

10.5 59/2014 A By-law for closing temporarily a portion of the Highways known as Eramosa-Milton Townline for the Rockwood Firefighter Association's Muscular Dystrophy Charity Boot Drive.

10.6 60/2014 A By-law to confirm the proceedings of the Council of the Corporation of the Township of Guelph/Eramosa at its meeting held on the 11th day of August, 2014.

11. Notices of Motion (*Red*)

None.

12. Closed Session (*Purple*)

12.1 *Personal matters about an identifiable individual, including municipal or local board employees (Communications Discussion)*

12.2 *Litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board (Potential Litigation Matter)*

13. Adjournment

Corporation of the Township of Guelph/Eramosa

Regular Meeting of Council

MINUTES

Monday, July 14, 2014

7:00 p.m.

Guelph/Eramosa Township Municipal Building

Present: Mayor Chris White, Councillors Doug Breen, Corey Woods and David Wolk.

Absent: Councillor John Scott

Present from Staff: CAO Kim Wingrove, Director of Finance Linda Cheyne, Clerk/Director of Legislative Services Meaghan Reid, Acting Planning Administrator Kelsey Lang and Acting Deputy Clerk Jordan Dolson.

1. The Mayor called the meeting to order at 7:02 p.m.

2. Approval of Agenda

2014-07-14-2.1 Moved by: David Wolk
 Seconded by: Corey Woods

Be it resolved that the agenda for the July 14, 2014 Council Meeting be approved as presented.

Carried Unanimously

4. Declaration of Pecuniary Conflict of Interest

None.

5. Minutes

5.1 June 16, 2014 (Regular Meeting)

5.2 June 18, 2014 (Special Meeting)

5.3 June 23, 2014 (Special Meeting)

5.4 June 27, 2014 (Special Meeting)

5.5 June 16, 2014 (Regular Closed Meeting)

5.6 June 23, 2014 (Special Closed Meeting)

5.7 June 27, 2014 (Special Closed Meeting)

2014-07-14-5 Moved by: Doug Breen
 Seconded by: David Wolk

Be it resolved that the Minutes of the Regular and Closed Meetings held on June 16, 2014 be approved as presented; and

That the Minutes of the Special Meeting held on June 18, 2014 be approved as presented; and

That the Minutes of the Special and Closed Meetings held on June 23, 2014 and June 27, 2014 be approved as presented.

Carried Unanimously

6. Public Meetings

6.1 Addendum Report to Township of Guelph/Eramosa Development Charge Background Study (Watson & Associates Economists Ltd.)

Refer to Separate Public Meeting Minutes

2014-07-14-6.1 Moved by: Corey Woods
 Seconded by: David Wolk

Be it resolved that the Council of Guelph/Eramosa has received the Addendum Report to Township of Guelph/Eramosa Development Charge Background Study.

Carried Unanimously

This section was moved to this point in the meeting:

3. Announcements/Presentations

3.1 Mayor White announced that former Councillor Les Foote passed away on July 9, 2014. Mayor White noted the significant contribution Mr. Foote made to the community during his time as a Councillor and Reeve for the former Township of Guelph, Councillor for the Township of Guelph/Eramosa and Warden of the County of Wellington. Councillor Breen discussed his personal experience working on Council with Les Foote and noted that he was a great mentor.

- 3.2. Rockwood Lioness Member, Mrs. Doris Ens, presented Council with thank you cards for their support to the 2014 Good Brothers Benefit Dinner and Dance on May 10, 2014. Mrs. Ens noted that over \$3000 was raised toward the Weekend to End Women's Cancers.

7. Delegations

None.

8. Regular Business

8.1 CAO Report 14-03 re. Rockwood Mushroom Fest – September 20, 2014

2014-07-14-8.1 Moved by: Doug Breen
 Seconded by: David Wolk

Be it resolved that the Council of the Township of Guelph/Eramosa has received CAO Report 14-03 regarding Rockwood Mushroom Fest – September 20, 2014; and

That Council hereby designates the Rockwood Mushroom Fest as a "Community Festival" in the Township of Guelph/Eramosa.

Carried Unanimously

8.2 Correspondence from Ms. Kristine Drew re. Request for Noise By-law Exemption for Wedding at Rockwood Conservation Area

2014-07-14-8.2 Moved by: Doug Breen
 Seconded by: Corey Woods

Be it resolved that the Council of the Township of Guelph/Eramosa has received correspondence, dated June 23, 2014, from Kristine Drew regarding a noise by-law exemption; and

That Council approves the noise by-law exemption from 11:00 p.m. to 1:00 a.m. on August 16, 2014 for a wedding at the Rockwood Conservation Area.

Carried Unanimously

8.3 Planning Report re. Zoning By-law Amendment Application (ZBA 04/14)
301 Jolliffe Avenue, Rockwood

2014-07-14-8.3 Moved by: David Wolk
 Seconded by: Doug Breen

Be it resolved that the Council of the Township of Guelph/Eramosa has received the Planning Report regarding Zoning By-law Amendment Application (ZBA 04/14) 301 Jolliffe Avenue, Rockwood; and

That Council support the following:

1. The Township proceed with the required notice of a complete application as per s. 34 (10.7) (a) of the Planning Act and Ontario Regulation 545/06;
2. The Zoning By-law Amendment application be circulated to the required agencies for comment as per the Planning Act; and,
3. The application be forwarded to the Township's Planners, MHBC Planning, for a preliminary planning report.

Carried Unanimously

8.4 Clerk Report 14-10 re. Amendments to Election Sign By-law

2014-07-14-8.4 Moved by: Corey Woods
 Seconded by: Doug Breen

Be it resolved that the Council of the Township of Guelph/Eramosa has received Clerk's Report 14-10 regarding Amendments to Election Sign By-law; and

That Council approves By-law 50/2014.

Carried Unanimously

8.5 Finance Report 14-07 re. Water and Wastewater Rate Study and Ontario Regulation 453/07 Financial Plan

2014-07-14-8.5 Moved by: Corey Woods
 Seconded by: Doug Breen

Be it resolved that the Council of the Township of Guelph/Eramosa has received the Director of Finance Report number 2014-07 regarding the Water and Wastewater Rate Study and Ontario Regulation 453/07 Financial Plan; and

That Council authorizes the Director of Finance to contract Watson and Associates Economists Ltd to complete the Water and Wastewater Rate Study and Ontario Regulation 453/07 Financial Plan for Water and Wastewater.

Carried Unanimously

8.6 Finance Report 14-08 re. Financial Statements for the Period Ending June 30, 2014

2014-07-14-8.6 Moved by: Doug Breen
 Seconded by: Corey Woods

Be it resolved that the Council of the Township of Guelph/Eramosa has received Director of Finance Report 2014-08 presenting the Consolidated Statement of Financial Position and Statement of Revenue and Expense for the period ending June 30, 2014; and

That the Financial Statements for the period ending June 30, 2014 be received for information.

Carried Unanimously

8.7 CAO Report 14-04 re. Corporate Strategic Planning

2014-07-14-8.7 Moved by: Corey Woods
 Seconded by: Doug Breen

Be it resolved that the Council of the Township of Guelph/Eramosa has received CAO Report 14-04 regarding the Development of a Corporate Strategic Plan; and

That Council provides direction to staff to budget appropriately for a Corporate Strategic Plan review, to commence early in the new term of Council.

Carried Unanimously

9. Addendum Item

None.

10. By-laws continued

10.1 50/2014 A By-law to provide regulations for the placement and assembly of election signs on or adjacent to Township roads and Township property, and to repeal By-law 080/2005

2014-07-14-10.1 Moved by: Corey Woods
Seconded by: David Wolk

Be it resolved that By-law 50/2014, being a By-law to provide regulations for the placement and assembly of election signs on or adjacent to Township roads and Township property, and to repeal By-law 080/2005, be taken as read three times and finally passed in open session.

Carried Unanimously

10.2 51/2014 A By-law to authorize the conveyance of a portion of a closed road allowance at Spring Street, Plan 65, former Township of Eramosa, lying east of Harris Street, now Township of Guelph/Eramosa, County of Wellington

2014-07-14-10.2 Moved by: Doug Breen
Seconded by: Corey Woods

Be it resolved that By-law 51/2014, being a By-law to authorize the conveyance of a portion of a closed road allowance at Spring Street, Plan 65, former Township of Eramosa, lying east of Harris Street, now Township of Guelph/Eramosa, County of Wellington, be taken as read three times and finally passed in open session.

Carried Unanimously

- 10.3 52/2014 A By-law to amend By-law 59/2013, to Establish Updated Wastewater Development Charges for Rockwood

2014-07-14-10.3 Moved by: Corey Woods
Seconded by: Doug Breen

Be it resolved that By-law 52/2014, being a By-law to amend By-law 59/2013, to Establish Updated Wastewater Development Charges for Rockwood, be taken as read three times and finally passed in open session.

Carried Unanimously

- 10.4 53/2014 A By-law to authorize the Mayor and Clerk to enter into a Lease Agreement between the Corporation of the Township of Guelph/Eramosa and the Rockwood Nursery School Inc.

2014-07-14-10.4 Moved by: David Wolk
Seconded by: Corey Woods

Be it resolved that By-law 53/2014, being a By-law to authorize the Mayor and Clerk to enter into a Lease Agreement between the Corporation of the Township of Guelph/Eramosa and the Rockwood Nursery School Inc., be taken as read three times and finally passed in open session.

Carried Unanimously

11. Notices of Motion

None.

12. Closed Session

Moved by: Doug Breen
Seconded by: Corey Woods

Be it resolved that Council for the Township of Guelph/Eramosa rise and sit in closed session of Council under Section 239 of the Municipal Act for the purpose of:

Personal matters about an identifiable individual, including municipal or local board employees; and

Advice that is subject to solicitor-client privilege, including communications necessary for that purpose.

Carried Unanimously

Moved by: Corey Woods
Seconded by: Doug Breen

Be it resolved that the Council for the Township of Guelph/Eramosa rise and sit in open session of Council.

Carried Unanimously

10. Bylaws continued

10.5 54/2014 A By-law to confirm the proceedings of the Council of the Corporation of the Township of Guelph/Eramosa at its meeting held on the 14th day of July, 2014.

2014-07-14-10.5 Moved by: Corey Woods
Seconded by: David Wolk

Be it resolved that By-law 54/2014, being a By-law to confirm the proceedings of the Council of the Corporation of the Township of Guelph/Eramosa at its meeting held on the 14th day of July, 2014, be taken as read three times and finally passed in open session.

Carried Unanimously

13. Adjournment

The Mayor adjourned the meeting at 8:08 p.m.

Chris White, Mayor

Meaghan Reid, Clerk

Corporation of the Township of Guelph/Eramosa

Public Meeting

MINUTES

Monday, July 14, 2014

7:05 p.m.

Guelph/Eramosa Township Municipal Building

Present: Mayor Chris White Councillors Doug Breen, Corey Woods and David Wolk.

Regrets: Councillor John Scott

Present from Staff: CAO Kim Wingrove, Director of Finance Linda Cheyne, Clerk/Director of Legislative Services Meaghen Reid, Acting Planning Administrator, Kelsey Lang and Acting Deputy Clerk Jordan Dolson.

1. The Mayor called the meeting to order at 7:05 p.m.
2. Addendum Report to the Township of Guelph/Eramosa Development Charge Background Study

Present: Nancy Neale of Watson and Associates

The Mayor announced that this is a Public Meeting to hear comments from the public and agencies and to give consideration to the Addendum Report to the Township of Guelph/Eramosa Development Charge Background Study.

The Clerk requested that all persons in attendance for the public meeting please clearly print their full name, address and postal code on the attendance sheet being circulated. She noted that all names listed on the attendance sheet and the names of those who speak on this item will appear within the meeting minutes. She indicated that addresses listed on this sheet will be used to circulate future notices about this matter to attendees.

The Clerk advised that the Notice of Public Meeting was published in the Wellington Advertiser on June 20, 2014. She stated that the notice was also posted to the Township's website on June 16, 2014.

The Mayor asked Ms. Nancy Neale from Watson and Associates to review the Addendum Report to the Township of Guelph/Eramosa Development Charge Background Study.

Ms. Neale noted that the purpose of this public meeting is to review the Addendum Report and obtain public input. She noted that the Development Charges Act requires a public meeting process. Ms. Neale noted that Council passed By-law 59/2013, a by-law for the imposition of development charges, on October 21, 2013. Ms. Neale noted that prior to passing the by-law, a background study was prepared and made available to the public. Ms. Neale explained that the by-law can be amended at any time within a one year period without having to complete another background study. Ms. Neale noted that increased capital costs associated with the Skyway Monitoring Station have resulted in the addendum report.

The Mayor enquired if there were any persons present who wished to provide input or ask questions on the Addendum Report to the Township of Guelph/Eramosa Development Charge Background Study.

Ms. Gayle Jeffrey, resident, asked when the new charges would take effect.

Ms. Neale and the Director of Finance confirmed that the new charges would take effect the day after Council passes the by-law.

The Mayor then enquired if Council had any questions regarding the Addendum Report to Township of Guelph/Eramosa Development Charge Background Study.

There were no questions from Members of Council.

3. The Mayor advised that the Public Meeting is now concluded at 7:12 p.m.

Chris White, Mayor

Meaghen Reid, Clerk

MEMO

KITCHENER
WOODBIDGE
LONDON
KINGSTON
BARRIE

To:	Meaghan Reid, Kim Wingrove, Kelsey Lang, Gae Kruse, Harry Niemi
From:	Bernie Hermesen, Dan Currie
Date:	August 6, 2014
File:	9902JQ
Subject:	Sacred Heart Catholic School Site Plan Application Preliminary Review

We have conducted a preliminary review of the Site Plan application. Comments from other agencies, Township departments and consultants will be provided under separate cover. The purpose of these preliminary comments is to provide an overview to Township Council on August 11th with the intent to provide Council with a recommended site plan on September 2nd.

PRIMARY CONSIDERATIONS

Integration with Future Neighbourhood

The site plan presently shows the school site layout as a free standing use not connecting to the future residential area to the west, north and south and relying solely for its pedestrian and vehicular access to a laneway / sidewalk from Main Street.

Our ultimate recommendations will be for pedestrian connections from the internal sidewalks, outwards to the west and south to connect to the future surrounding subdivision as well as to allow a pedestrian way southerly to Rockmosa Park.

Uncertainty of Future Sidewalk on Main Street

This section of Main Street is a County road.

The site plan illustrates a sidewalk extending from the school building easterly to Main Street.

It raises the question as to the possible provision of a sidewalk along Main Street southerly to the vicinity of Jackson Street.

Services on Main Street

The plans submitted are based on full services requiring sanitary service and water service via Main Street to the area of Gzowski Street. These are fairly lengthy external service requirements which the plans

illustrate by option of being accomplished either with a forcemain all the way to Gzowski Street or a gravity sewer to the manhole at Gzowski Street.

It would appear this will require the additional cost of road restoration and we are waiting to see the comments from the County and Burnside Engineering.

Co-ordination with Future Church?

Approximately 60% area of the site is proposed for school facilities. The northerly area of the property is shown as undeveloped at this time. There have been suggestions that this would be a future church location, presumably using the same access point from Main Street. We wish to ensure that any approvals for the public school do not prejudice the ultimate layout of the potential church site.

Norway Spruce Hedgerow

A mature Norway Spruce hedgerow borders the property line along the laneway entrance to the school. The grading plan shows grading in this location. The applicant should indicate how the existing hedgerow will be protected from impact due to grading and construction. This may require the dripline area of the hedgerow to be protected from grading, and could potentially result in a shift of the entrance laneway and sidewalk.

Abutting Property Owners

The easterly boundary of the proposed school abuts onto five deep residential lots which have their frontage on Main Street. There is a variety of planting existing today on the rear portion of some of these lots.

The landscape plan should clearly indicate the relationship along this residential rear property line to identify any visual screening required and whether it is achieved through landscaping, solid fencing, or a combination of the above. Currently, we believe the intent of the School Board is to provide for chainlink fencing around their property boundaries.

MORE DETAILED COMMENTS

As noted above, we are awaiting the circulation comments before completing our report. However, there are a number of detailed suggestions that we have identified at this time:

- **Label all Site Features** – The Site Plan and Landscape Plan indicate two small circles on the west side of the driveway, north of the parking lot. Indicate function of these features.
- **Light Standards** – Indicate the location of all proposed light standards on the site plan, consistent with the lighting plan.
- **Signage** – Indicate the location of all signage including, but not limited to, entrance sign, accessible parking, fire route, parent drop-off, bus drop-off, traffic control signs etc. Provide signage details
- **Pedestrian Safety** – Stop signs should be provided for oncoming traffic at pedestrian crossing areas.
- **Fencing** – Fencing is only shown around the kindergarten play area Confirm whether additional fencing is proposed. If so, provide details of all proposed fencing including location, materials,

height. Provide the height of the chain link fence around the kindergarten play area. Proposed fencing should be shown on all plans.

- **Building Entrances** – Only the principal building entrance is indicated on the site plan. Indicate all entrances.
- **Play Structures** - Delineate areas for future play structures.
- **Surface Materials** –It is difficult to distinguish between the “new light duty asphalt” and the “new fire route” on the site plan. Revise site plan to make distinction.
- **Parking** – The site plan and the zoning compliance chart indicate that 72 parking spaces have been provided. The parking details specifications indicate that only 70 parking spaces are provided. The parking details should be revised for consistency.
- **Parking Spaces** – Indicate the width of the parking spaces in the southerly parking lot.
- **Loading** – Indicate the length of the loading space.
- **Bus Loading and Unloading Zones** – According to the TIS, 4-6 busses are expected. Provide a detail indicating how maximum bus traffic anticipated can be accommodated in the bus loading zone. Clarify purpose of drop off zone.
- **Label** – Label location of each elevation (north, south, east, west)
- **Coordinate Plans** – The site plan, landscape plan, lighting plan and engineering plans should be coordinated for consistency.

Yours truly,

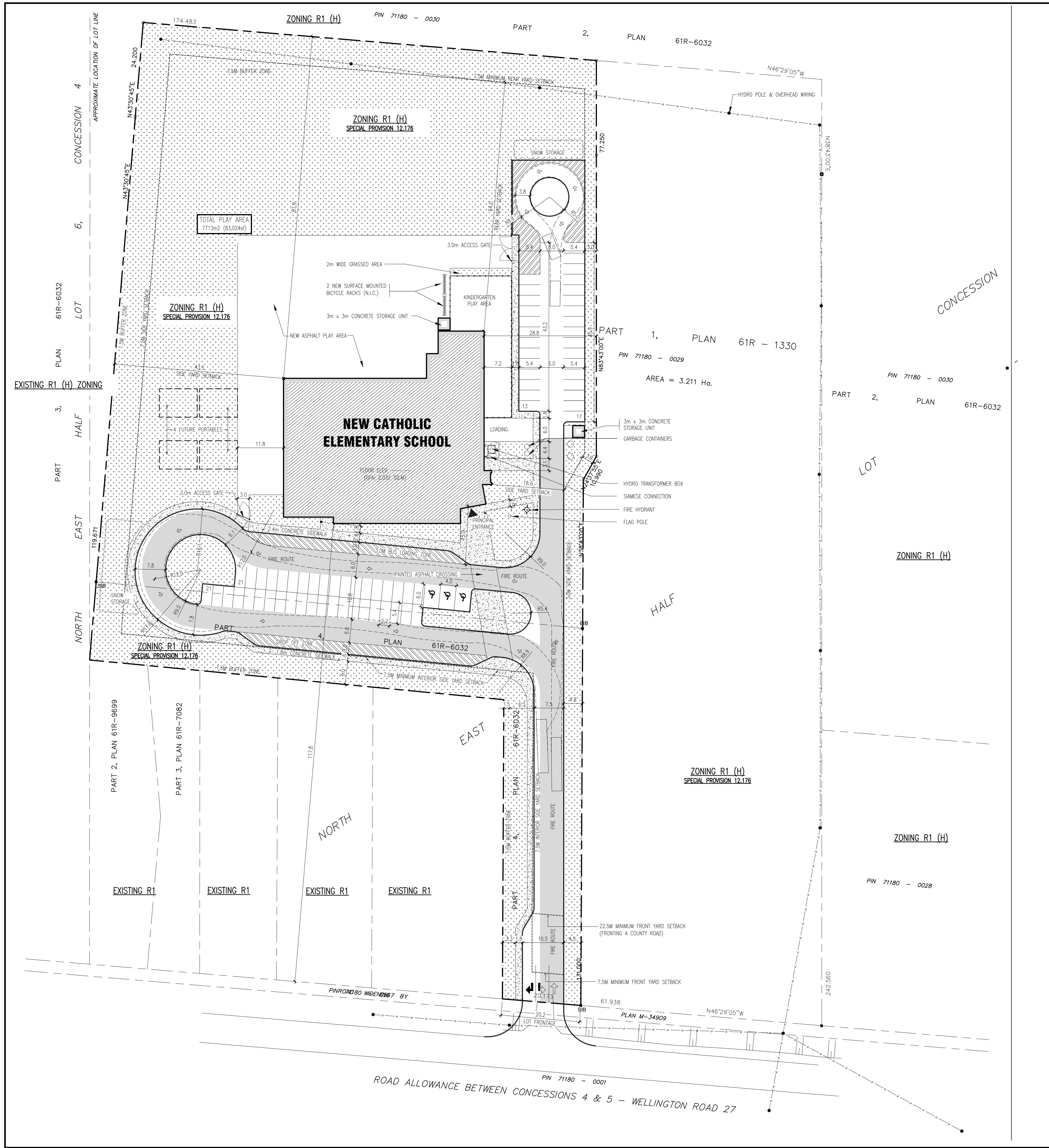
MHBC



Bernard P. Hermesen, MUDS, BES, MCIP, RPP
BPH:wc
Encl.

Attachment 1 – Zoning Compliance Chart

Zoned R1(H) 21.176				
Section	Provision	Required	Provided	Compliance
21.176 i)	R1 zone uses and school, church, accessory uses permitted	School	School	Yes
21.176ii)	School, church, accessory uses subject to regulations of I zone			
21.176iii)	School, church, accessory uses permitted without H removal			
18.2.1.1	Minimum Lot Area – with full municipal services	900 m2	21,432m2	Yes
18.2.2.1	Minimum Lot Frontage - with full municipal services	15.0m	20.2 m	Yes
18.2.3	Minimum front yard	7.5 m	117.82 m	Yes
18.2.4	Minimum rear yard	7.5 m	64.0	Yes
18.2.5	Minimum interior side yard	7.5 m	East – 43.5 m West – 18.6 m	Yes
18.2.6	Minimum exterior side yard	4.5 m	NA	NA
5.19	Setback from Wellington County Roads	22.5 m	117.82 m	Yes
18.2.7	Maximum lot coverage	50%	9.5%	Yes
18.2.8	Maximum building height	11.0	8 m	Yes
18.2.10	Minimum landscaped area	10%	42.15%	Yes
5.3.1	Minimum Parking Requirements	5 spaces plus 1/classroom	72	Yes
5.3.4	Minimum parking space dimensions	2.7mx5.4m	2.7m x 5.4 m	Yes
5.3.5	Parking Aisle requirements	6.0 m	6.0 m	Yes
5.3.7	Minimum parking setback from a street line	1.0m	>1.0m	Yes
5.3.7.3	Parking setback from Residential zone	3.0m	3.0m	Yes
5.3.8.2	Driveway width for joint ingress or egress	3.5 m -9.0m	3.8 m	Yes
5.3.15	Minimum accessible parking spaces -1 for the first 10 and 1 for each additional 50	Unknown	3	3
5.3.15	Minimum accessible parking dimensions	4.0 m x 6.0 m	4.0m x 6.0 m	Yes



RESERVED:

LEGEND:

LEGAL LEGEND:
IB IRON BAR
SIB STANDARD IRON BAR
SSIB SHORT STANDARD IRON BAR
SURVEY MONUMENT FOUND
SURVEY MONUMENT SET

SERVICES LEGEND:
OVERHEAD HYDRO WIRES
UNDERGROUND GAS SERVICE
UNDERGROUND TELEPHONE SERVICE
UNDERGROUND POWER LINES
NATURAL GAS LINE
WATERLINE
STORM/SANITARY SEWERS

TOPOGRAPHIC LEGEND:
DENOTES EXISTING CONTOUR
DENOTES NEW CONTOUR
DENOTES EXISTING ELEVATION
DENOTES NEW GRADE
DENOTES TEMP CHAINLINK FENCE
DENOTES CHAINLINK FENCE
DENOTES DECIDUOUS TREE
DENOTES CONIFEROUS TREE

SYMBOL LEGEND:
LS DENOTES LIGHT STANDARD
HP DENOTES EXISTING HYDRO POLE
SS DENOTES EXISTING SITE SIGNS
BH DENOTES BORE HOLE
TP DENOTES TELEPHONE PEDESTAL
HC DENOTES BARRIER FREE PARKING SIGN
FRS DENOTES NEW FIRE ROUTE SIGN
MH/CB DENOTES MANHOLE/CATCH BASIN
UP UTILITY SUPPORT POLE
DENOTES DOOR
NEW FIRE HYDRANT
BOL DENOTES BOLLARD

SITE MATERIAL LEGEND:
DENOTES NEW BUILDING AREA
DENOTES NEW LIGHT DUTY ASPHALT
DENOTES NEW FIRE ROUTE
DENOTES NEW SODDED AREA

KEY MAP
NOT TO SCALE
SUBJECT LAND INSTITUTIONAL (I)

LEGAL DESCRIPTION:
PARTS OF:
THE NORTHEAST HALF OF LOT 7 CONCESSION 4,
GEOGRAPHICAL TOWNSHIP OF ERAMOSA, TOWNSHIP OF GUELPH-ERAMOSA
COUNTY OF WELLINGTON
PART 1, PLAN 61R-1330 & PART 4, PLAN 61R-6032
SURVEY INFORMATION TAKEN FROM:
BLACK, SHOEMAKER, ROBINSON & DONALDSON LIMITED, PIN 71180-0029, MAY, 2013

BUILDING INFORMATION:
2 STOREY ELEMENTARY SCHOOL – ASSEMBLY OCCUPANCY A-2 O.B.C. 2014 3.2.2.24
NON-COMBUSTIBLE SPRINKLERED BUILDING
G.F.A. = 3,336.2m² (36,006 SF) GROUND FLOOR 2,032.3m² (21,874 SF)
PROJECTED SCHOOL ENROLMENT = 253 STUDENTS
TOTAL TEACHING SPACES = 12

SITE AREAS:
TERMS AS DEFINED BY SECTION 3 OF GUELPH-ERAMOSA TOWNSHIP BY-LAW
BUILDING AREA = 2,032
LANDSCAPE AREA = 9,035
HARDSCAPE (ASPHALT & CONCRETE AREAS) = 10,365
LOT AREA = 21,432

PARKING:
FORMULA: 1 PARKING SPACE PER CLASSROOM, PLUS ADDITIONAL 5
PARKING SPACES
TOTAL TEACHING SPACES = 12
REQUIRED: 17 PARKING SPACES
PROVIDED: 70 PARKING SPACES, INCLUDING ACCESSIBLE PARKING SPACES
PARKING SIZE: 2700x5400 mm MINIMUM
ACCESSIBLE PARKING SIZE: 4000x600 mm MINIMUM
ASIDE WIDTH: NOT LESS THAN 6.0m
DRIVEWAY WIDTH: MINIMUM WIDTH OF AT LEAST 3.5m, BUT NOT MORE THAN 9.0m
ACCESSIBLE PARKING FORMULA: 1 SPACE FOR THE FIRST 10 REQUIRED, PLUS 1 FOR EACH ADDITIONAL 50 SPACES
REQUIRED: 3 BARRIER FREE PARKING SPACES
PROVIDED: 3 BARRIER FREE PARKING SPACES

ZONING

REGULATIONS	REQUIREMENTS: INSTITUTIONAL (I) ZONE	PROVIDED	CONFORMS
MINIMUM LOT AREA (18.2.1.1)	700m ² ALL USES WITH FULL MUNICIPAL SERVICES	21,432m ²	YES
BUILDING FOOTPRINT	--	2,032m ²	YES
MINIMUM FRONT YARD SETBACK (18.2.3)	7.5m - SUBJECT TO SECTION 5.19 (22.5m WELLINGTON COUNTY ROAD)	117.82m	YES
MINIMUM INTERIOR SIDE YARD SETBACK (18.2.5)	3.0m - WHERE LOT LINE ABUTS RESIDENTIAL USE, SETBACK IS 7.5m	E - 43.87m W - 21.81m	YES
MINIMUM EXTERIOR SIDE YARD SETBACK (18.2.6)	4.5m SUBJECT TO SECTION 5.18	N/A	N/A
MINIMUM REAR YARD SETBACK (18.2.4)	7.5m	48.37m	YES
MINIMUM LOT FRONTAGE (18.2.2.1)	15.0m (ALL USES WITH FULL MUNICIPAL SERVICES)	18.73m	YES
OFF-STREET PARKING (6.3.1)	SEE PARKING CALCULATIONS BELOW	72 SPACES	YES
OFF-STREET LOADING (6.4.1)	--	N/A	N/A
ACCESSORY BUILDING OR STRUCTURES (6.2)	--	N/A	N/A
FENCES	--	N/A	N/A
MAXIMUM BUILDING HEIGHT	11.0m	8.0m (TWO STOREYS)	YES
BUFFER STRIPS (6.10.2)	1.5m	1.5m	YES
MAXIMUM LOT COVERAGE (18.2.7)	50%	9.48%	YES
MINIMUM LANDSCAPE AREA (18.2.10)	10%	42.15%	YES
GARBAGE, REFUSE STORAGE & COMPACTORS	--	--	YES

Wellington Catholic District School Board
We Have Faith in Education

NOTE:
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01	ISSUED FOR 80% REVIEW	14.07.11
No.	REVISIONS	date

scale 1:500

drawn
MPVR

last worked on
14.06.26

checked
PC

print date
14.07.11

by
CO

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TEL: (519) 822-7990 FAX: (519) 822-9883
www.bjcarehitects.com

client
WELLINGTON CATHOLIC DISTRICT SCHOOL BOARD
75 WOOLWICH STREET GUELPH ONTARIO

project
SACRED HEART CATHOLIC SCHOOL
ROCKWOOD ONTARIO

drawing title
SITE PLAN

reference

project no.
13-021

sheet no.
A-100



THE TOWNSHIP OF GUELPH/ERAMOSA COUNCIL/COMMITTEE DELEGATION REQUEST FORM

PLEASE NOTE: Any written or electronic submissions and background information for consideration by Council/Committee must be submitted to the Clerk by noon on the Wednesday of the week prior to the preferred meeting.

Preferred Meeting: **Council Meeting**

Date: **August 11, 2014**

I am requesting delegation to speak:

- a) ☐ on my own behalf; or b) ☒ on behalf of a group/organization/association,
if b) please state name of group/organization/association below:

I would like to use: ☒ projector ☐ laptop

Name(s) of Speaker(s): (Delegations wishing to appear before Council/Committee shall be limited to no more than two (2) speakers with a total speaking time of not more than ten (10) minutes)

Subject of Presentation:

(The purpose of a delegation is to provide new information to Council to advance the business of the Township. Please note, if you intend to include handouts or a presentation using electronic drives, a copy of the presentation is to be delivered to the Clerk's Office in accordance with the guidelines for Delegations outlined in the Township's Procedural By-law.)

To provide information regarding the Mudge & Fellows Industrial Development (Severance B56/14)

Reason why this presentation is important to Council and to the municipality:

It will provide additional information for Township comments to the severance application

Please indicate the action being requested by Council:

To revise comments for Severance Application B56/14 to support the severance

Date of Request: August 6, 2014

Signature(s) of Speaker(s):

Address: 423 Woolwich Street, Guelph, ON,

Phone Number: 519-821-2763 x225

Email: Jeff.Buisman@vanharten.com

Fax Number:

Note: Additional material may be circulated/presented at the time of the delegation. Scheduling will be at the discretion of the Clerk, and will be confirmed. There are no guarantees that by requesting a certain date(s) your delegation will be accepted, as prior commitments may make it necessary to schedule an alternate date suggested by the Clerk.

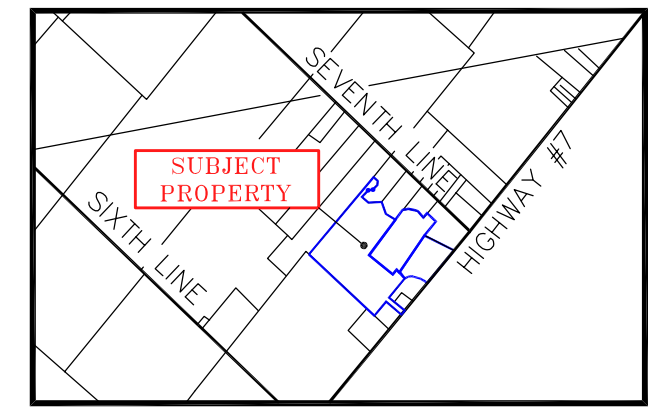
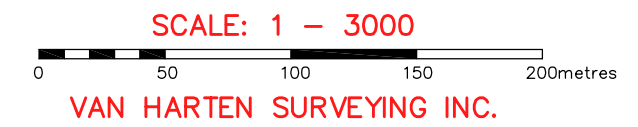
Personal information on this form is collected under the legal authority of the Municipal Act, S.O. 2001, c.25 as amended. The information is collected and maintained for the purpose of creating a record that is available to the general public pursuant to Section 27 of the Municipal Freedom of Information and Protection of Privacy Act. Questions about this collection should be directed to the Clerk's Office. 519-856-9596 ext. 125.

Alternate formats of this form are available upon request

Reset Form

Print Form

SKETCH OF DEVELOPABLE AREA
OF PART OF
LOT 1, CONCESSION 6
GEOGRAPHIC TOWNSHIP OF ERAMOSA
TOWNSHIP OF GUELPH-ERAMOSA
COUNTY OF WELLINGTON

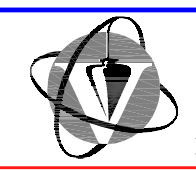


KEYMAP

LEGEND

- x — FENCE
- ▨ ZONING: HAZARD
- DEVELOPABLE AREA

TOTAL DEVELOPABLE
AREA = 11.08 ha



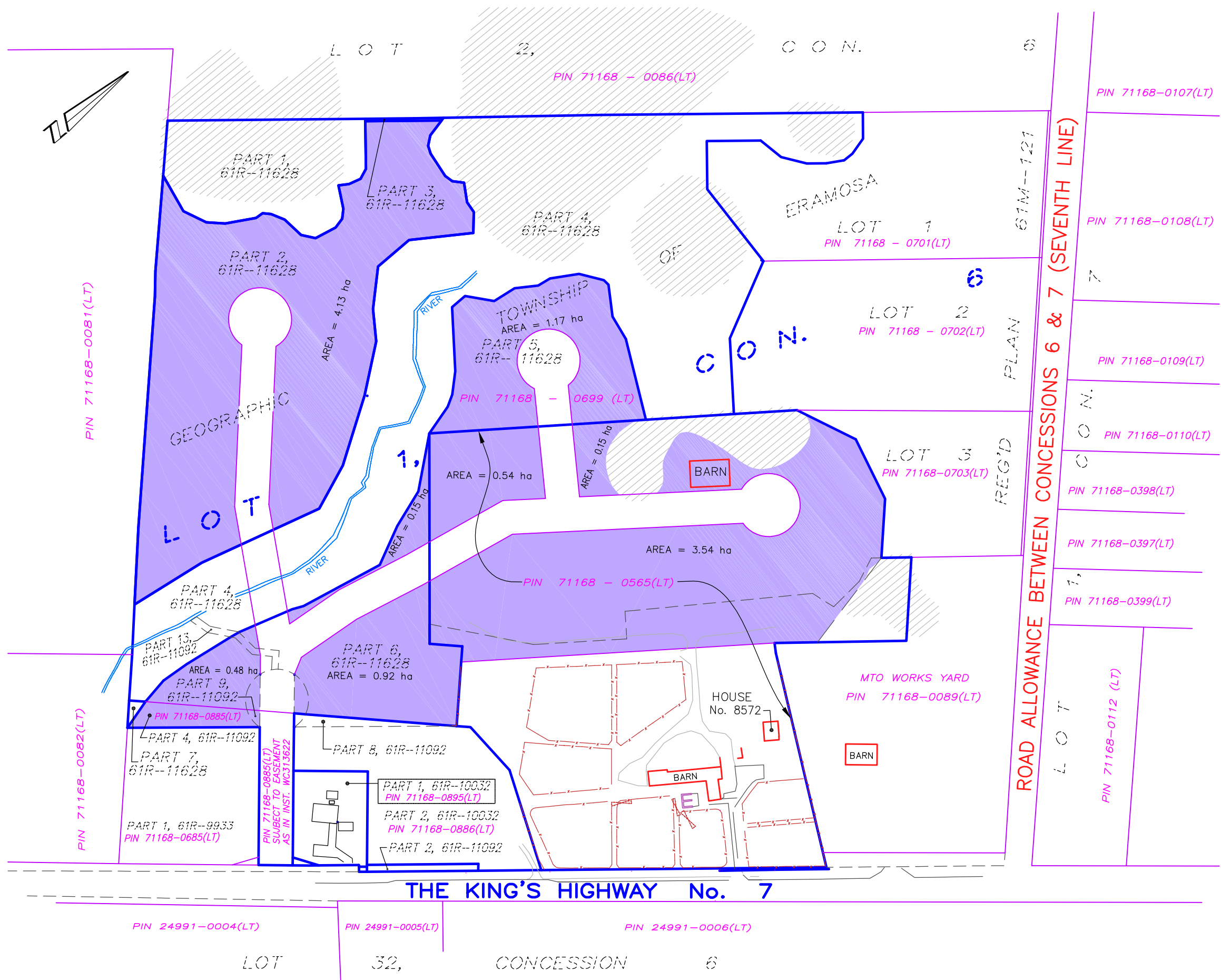
Van Harten
SURVEYING INC.
LAND SURVEYORS and ENGINEERS

423 WOOLWICH STREET
GUELPH — ONTARIO
PHONE: (519) 821-2763
FAX: (519) 821-2770
www.vanharten.com

660 RIDDELL ROAD, UNIT 1
ORANGEVILLE — ONTARIO
PHONE: (519) 940-4110
FAX: (519) 940-4113
www.vanharten.com

DRAWN BY: S.A.P. CHECKED BY: J.E.B. PROJECT No. 15882-04

Aug. 06, 2014-8: 49am
G:\ERAMOSA\con6\acad\SKETCH PT LOT 1 (MUDGE) UTM.dwg



From: Rev. Dr. Don Moore [REDACTED]
Sent: Monday, July 21, 2014 1:54 PM
To: David Wolk (david.wolk@sympatico.ca)
Subject: Special Request form Eighth Line East

Hi David

Thanks for the fine work that you do in serving us on the Guelph/Eramosa Township Council.

As a resident living at [REDACTED] Eighth Line East (Ariss, ON), our neighbourhood has often been concerned with the speed at which truckers "barrel" down our road as they enter and leave our road from Highway 86 (Elmira Road). This has only increased further since the bridge over the Grand River was reopened some time ago.

Our request is to have a reduced speed limit sign installed (60 KPH) at our end of Eighth Line just as this reduced speed is indicated at the other end of our road where it approaches Katherine St Highway 23. Although, it may not help entirely solve the problem, at least it may serve as a reminder to trucks, in particular, to slow down for the sake of our residential community.

Thanks, David, for your help with this request.



Rev. Dr. Don Moore National Church Ambassador |
World Vision Canada | 1 World Drive | Mississauga, Ontario | L5T 2Y4 |
 Tel. [1-905-565-6200](tel:1-905-565-6200) x3131 | [REDACTED] | www.churches.worldvision.ca

[Follow me on Twitter at @don_ambassador](#)



*Our vision for every child, life in all its fullness;
 Our prayer for every heart, the will to make it so*

World Vision is a Christian relief, development and advocacy organization dedicated to working with children, families and communities to overcome poverty and injustice.

**PUBLIC WORKS' REPORT
REPORT 14-07**

TO: Mayor and Members of Council

FROM: Rod McClure, Public Works Foreman

MEETING DATE: August 11, 2014

SUBJECT: Tandem Truck Tender Results

RECOMMENDATION:

Be it resolved that the Council of the Township of Guelph/Eramosa has received Public Works' Report 14-07 regarding Tandem Truck Tender Results; and

That Council awards the Tender PW 2014-05 for the Supply and Delivery of One (1) Tandem Truck with Dump Body, Snow Plow & Wing Equipment to Highway Sterling Western Star for the submitted price of \$204,919.00 (excluding taxes).

DISCUSSION:

During the 2014 Budget process, Council approved a capital line item for the replacement of Unit 209 by the Public Works Department. Unit 209 is a 2002 Sterling tandem axle combination dump/sander/plow unit.

To facilitate the replacement of Unit 209, the Public Works Department developed detailed vehicle specifications for the replacement unit and produced a Tender Package for prospective bidders. The tender was advertised in one (1) local newspaper, on the Township's website, on the Ontario Public Buyer's Association Website and invitations to bid were sent to five (5) different manufacturers.

The tender closed at 2:00 pm on Thursday July 31, 2014. Three bids were received by closing time. The sealed bids were publicly opened at 2:00 pm in the presence of the Public Works Foreman, Director of Finance and the Public Works Assistant. Each bid was read aloud stating the make, model and year of the vehicle along with the pre-tax price. The following chart summarizes the official bid results:

TENDER PW-2014-05 Supply and Delivery of One (1) Tandem Truck with Dump Body, Snow Plow & Wing Equipment						
Supplier	Cab & Chassis Manufacture	Model	Plow Equipment Manufacture	Confirmation of Adherence to Detail Specification	Bid Price Excluding Taxes	Delivery
Highway Sterling Western Star	Western Star	4700 SB	Viking-Cives	Yes	\$204,919.00	27-31 weeks
Team Truck Centres	Freightliner	114SD	Viking-Cives	Yes	\$202,850.00	26 weeks
Altruck International Trucks	International	7600 SBA 6x4	Viking-Cives	Yes	\$199,046.00	31 weeks

We are recommending to award the tender to Highway Sterling Western Star for the following reasons:

- We are experiencing high maintenance costs with our existing International fleet.
- We are confident in the performance of the recommended truck, while International is currently in a transition period with engine type and emissions control.
- The Township has had a positive experience with the 2002 Sterling (Unit 209). It was a smooth and efficient plow truck, which resulted in less fatigue for our drivers. This vehicle is no longer manufactured and has now been replaced with the 4700 Western Star.
- We have had positive reports from neighbouring municipalities currently using this Western Star model.

We are recommending the Western Star 4700 as we feel it will be the most cost effective for the municipality over the useful life of the vehicle. As stated in our Request for Tender, "The lowest or any tender will not necessarily be accepted".

FINANCIAL IMPACT:

The Public Works Department budgeted \$210,000.00 as a capital item for the purchase of a tandem truck with dump body, snow plow and wing equipment to replace Unit 209.

Respectfully Submitted By:

Reviewed By:

Rod McClure
Public Works Foreman

Kim Wingrove
CAO

PLANNING REPORT

TO: MAYOR AND COUNCIL

FROM: KELSEY LANG

MEETING DATE: AUGUST 11, 2014

**SUBJECT: CONSENT APPLICATION B78/14 – Richard & Wendy Ward
5495 Fourth Line (Concession 4, Part Lot 15, Part 1 of Registered Plan 61R756)**

RECOMMENDATION:

That consent application B78/14 be approved subject to the following conditions:

1. That a Zoning By-law Amendment is approved for the Severed parcel that removes 'detached dwelling unit' as a permitted use, and recognizes the reduced lot area.
2. That the County of Wellington confirms compliance with Minimum Distance Separation (MDS) Formulae.
3. That a valid entrance permit for the Severed Parcel exists.
4. That the Owner satisfy all the requirements of the Township of Guelph/Eramosa financial and otherwise, which the municipality deems necessary at the time of issuance of the Consent Certificate for the property and orderly development of the subject lands. Any fees incurred by the Township for the review of this application will be the responsibility of the applicant.

PROPOSAL:

The subject property is located at 5495 Fourth Line, along the south side of Sideroad 15, and is legally described as Part Lot 15, Concession 4, Part 1 of Registered Plan 61R756 in the former Township of Eramosa. The property is located in a predominantly agricultural area, and the subject application is related to a surplus farm dwelling, as shown in the attached map.

The applicants, Richard and Wendy Ward, are requesting a severance in order to sell the cultivated land to a cash cropper (Fielders Farms Inc), who currently farms other lands in the Township of Guelph/Eramosa.

The lands proposed to be retained contain a detached dwelling, barn, metal clad building, and shed. Both lots would continue to have frontage on Fourth Line.

A description of the severed and retained parcels is provided in the table below:

	Severed Portion	Retained Portion
Frontage/Width	306.82 m	81.28 m
Area	28.45 ha (70.30 acres)	1.81 ha (4.47 acres)
Existing Use	Farming- crops (corn)	Detached dwelling
Existing Buildings/Structures	None	Dwelling, barn, metal clad building, shed.
Proposed Use	Farming - crops (corn)	Detached dwelling
Zoning	Agricultural (A)	Agricultural (A)

COUNTY OF WELLINGTON OFFICIAL PLAN

The subject property is designated as Prime Agricultural and Core Greenlands. The Prime Agricultural designation permits a mix of agricultural and related uses, including the proposed agricultural uses. The Core Greenland designation applies to the wetland in the north-west corner of the property. There is no change in use proposed on either the Retained or Severed Parcels. The ability to establish a new residential dwelling on the severed parcel will be removed through the approval of a Zoning By-Law Amendment.

The severance is proposed under Section 10.3.2 (Agricultural Uses). Lot creation is permitted in Prime Agricultural areas where a residence is surplus to a farming operation (Section 10.3.4), subject to the following six criteria:

Official Plan Criteria	As applicable to this application
1. The remaining vacant farmland is large enough to function as a significant part of the overall farm unit.	The Severed parcel is 28.45 hectares in size, which does not satisfy the required minimum lot size of 35 hectares. However, the parcel is large enough to be a viable farm parcel
2. The result of removing the surplus dwelling from the farm does not render the remaining farmlands difficult or inefficient to farm.	The lands currently function as farmland, therefore the removal of the buildings allows the Severed lands to continue as a cash crop operation.
3. The amount of good farmland retained with the surplus house is kept to a minimum size needed for residential purposes, taking into consideration environmental and topographic features.	The proposed boundary of the Retained lands reflects the landscaping features delineating the residential development from the farmed land.
4. The surplus residence is habitable and is not expected to be demolished by future owners.	The residence is habitable. We have been given no information indicating that the dwelling is to be demolished.
5. The Minimum Distance Separation (MDS) Formulae will be met.	To be confirmed by the County.
6. The vacant parcel of farmland is rezoned to prohibit a residential use.	A Zoning By-law Amendment is required to removed 'detached dwelling unit' as a permitted use.

The proposal conforms to the policies of the County's Official Plan subject to:

- The County of Wellington's verification of compliance with MDS, and
- The Township's approval of a reduced lot area and the removal of a 'detached dwelling unit' as a permitted use (see Zoning By-law Amendment discussion below).

TOWNSHIP OF GUELPH/ERAMOSA ZONING BY-LAW 57/1999

The subject property is zoned Agricultural (A) in Zoning By-law 57/1999. The Agricultural (A) zone allows for a range of uses including agriculture, a detached dwelling unit, and agricultural accessory uses.

Lots created for agricultural uses must comply with Section 6.2.1 of the Zoning By-law, which states that new lot areas must be a minimum of 35 hectares in size. The Severed lot will be 28.45 hectares in size, which does not meet the minimum required area. The Retained lot, given its residential use, requires a minimum lot area of 0.4 ha (1 ac). The retained lot has an area of 1.81 hectares and its size has been delineated based on existing development/features.

A Zoning By-law amendment is required to recognize the Severed parcel's deficiency in lot size from the required minimum, and to remove 'detached dwelling unit' as a permitted use.

COMMENTS

As of the date of this report:

- Public Works (August 8, 2014) – An entrance permit for the Severed Parcel is required.

RECOMMENDATION:

That consent application B78/14 be approved subject to the following conditions:

1. That a Zoning By-law Amendment is approved for the Severed parcel that removes 'detached dwelling unit' as a permitted use, and recognizes the reduced lot area.
2. That the County of Wellington confirms compliance with Minimum Distance Separation (MDS) Formulae.
3. That a valid entrance permit for the Severed Parcel exists.
4. That the Owner satisfy all the requirements of the Township of Guelph/Eramosa financial and otherwise, which the municipality deems necessary at the time of issuance of the Consent Certificate for the property and orderly development of the subject lands. Any fees incurred by the Township for the review of this application will be the responsibility of the applicant.

Respectfully Submitted By:



Kelsey Lang
Planning Associate

Reviewed and Approved By:



Dan Currie, RPP, MCIP
MHBC Planning

Reviewed By:

Kim Wingrove
CAO

PLANNING REPORT

TO: MAYOR AND COUNCIL

FROM: KELSEY LANG

MEETING DATE: AUGUST 11, 2014

**SUBJECT: CONSENT APPLICATION B82/14 – Ike Van Soelen
5813 Wellington Rd 7 (Concession 9 Part Lot 1 &
Concession 10 Part Lot 1; Parts 1 and 6 in Registered
Plan 61R4266)**

RECOMMENDATION:

That consent application B82/14 be approved subject to the following conditions:

1. That a Minor Variance be approved for the Retained parcel that recognizes the reduced lot area.
2. That the severed property be merged on title with the lands legally described as Concession 10 Part Lot 1; Parts 2, 3, and 5 of Registered Plan 61R4266; Geographic Township of Nichol.
3. That the distance from the septic system to the new pond and watercourse is provided to the Chief Building Official. If the system is within 15m of the new pond and watercourse, the system shall be relocated to provide the required setback as per Part 8 of the Ontario Building Code.
4. That the Owner satisfy all the requirements of the Township of Guelph/Eramosa financial and otherwise, which the municipality deems necessary at the time of issuance of the Consent Certificate for the property and orderly development of the subject lands. Any fees incurred by the Township for the review of this application will be the responsibility of the applicant.

PROPOSAL:

The subject property is located at 5813 Wellington Rd 7, north of Wellington Rd 51, and is legally described as Concession 9 Part Lot 1 & Concession 10 Part Lot 1; Parts 1 and

6 in Registered Plan 61R4266 in the former Township of Nichol. The property is located in a predominantly agricultural area.

The applicant is requesting a lot line adjustment, by severing a portion of the lot, which will then be merged with an abutting lot to the south, as shown in the attached map. Both of these lots are zoned Agricultural.

A description of the severed and retained parcels is provided in the table below:

	Severed Portion	Retained Portion
Frontage/Width	89 m	128.6 m
Area	1.62 ha (4.00 acres)	24.1 ha (59.55 acres)
Existing Use	Farming - crops	Detached dwelling, farming – crops.
Existing Buildings/Structures	None	Detached dwelling, farming – crops, garage/shop.
Proposed Use	Farming - crops	Detached dwelling, farming – crops.
Zoning	Agricultural (A) and Hazard (H)	Agricultural (A) and Hazard (H)

COUNTY OF WELLINGTON OFFICIAL PLAN

The subject property is designated as Prime Agricultural and Core Greenlands. The Prime Agricultural designation permits a mix of agricultural and related uses, including the proposed agricultural uses. The Core Greenland designation applies to the lands which cross the north and south corners of the property. There is no change in use proposed on either the Retained or Severed Parcels.

The severance is proposed under Section 10.3.2 (Agricultural Uses). Lot line adjustments are permitted in Prime Agricultural areas where two abutting farms are merged, a more viable agricultural operation will result, or an undersized lot is made useable (Section 10.3.5). The 1.62 hectares that are proposed to be severed are used for agricultural purposes and functionally separated from the Retained lands by a strip of land that is zoned Hazard and includes a stream. The proposed lot line adjustment would increase the usability of the Severed lands and result in a more viable agricultural operation.

TOWNSHIP OF GUELPH/ERAMOSA ZONING BY-LAW 57/1999

The subject property is zoned Agricultural (A) and Hazard (H) in Zoning By-law 57/1999. The Agricultural (A) zone allows for a range of uses including agriculture, a detached dwelling unit, and agricultural accessory uses.

Lots created for agricultural uses must comply with Section 6.2.1 of the Zoning By-law, which states that new lot areas must be a minimum of 35 hectares in size. The Retained lot will be 24.1 hectares in size, which does not meet the minimum required area. It should be noted that the entire parcel has historically not met the minimum lot size requirements. The neighboring abutting property which will be merged with the Severed portion currently meets the minimum lot size requirements. A Minor Variance is required to recognize the Retained parcel's deficiency in lot size from the required minimum.

The proposed lot line adjustment meets the requirements of the Official Plan and Zoning By-law subject to the Township's approval of a Minor Variance to recognize the Retained parcel's deficiency in lot size, and confirmation that the Severed parcel and adjacent property have been merged on title.

COMMENTS

As of the date of this report:

- Acting Chief Building Official (August 5/14): If the septic system on the Retained property is located within 15m of the new pond and watercourse, the system shall be relocated to provide the required setback as per Part 8 of the Ontario Building Code.

RECOMMENDATION:

That consent application B82/14 be approved subject to the following conditions:

1. That a Minor Variance be approved for the Retained parcel that recognizes the reduced lot area.
2. That the Severed property be merged on title with the lands legally described as Concession 10 Part Lot 1; Parts 2, 3, and 5 of Registered Plan 61R4266; Geographic Township of Nichol.
3. That the distance from the septic system to the new pond and watercourse on the Retained property is provided to the Chief Building Official. If the system is

within 15m of the new pond and watercourse, the system shall be relocated to provide the required setback as per Part 8 of the Ontario Building Code.

4. That the Owner satisfy all the requirements of the Township of Guelph/Eramosa financial and otherwise, which the municipality deems necessary at the time of issuance of the Consent Certificate for the property and orderly development of the subject lands. Any fees incurred by the Township for the review of this application will be the responsibility of the applicant.

Respectfully Submitted By:



Kelsey Lang
Planning Associate

Reviewed and Approved By:



Dan Currie, RPP, MCIP
MHBC Planning

Reviewed By:

Kim Wingrove
CAO

FIRE & EMERGENCY SERVICES REPORT**REPORT 14-8**

TO: The Mayor and Members of Council
FROM: Richard Renaud – Deputy Fire Chief
MEETING DATE: August 11, 2014
SUBJECT: Rockwood Station – Monthly Report

RECOMMENDATION:

Be it resolved that the Council of the Township of Guelph/Eramosa has received Department Report 14-8 regarding Fire & Emergency Services monthly report; and

That Council receives and accepts this Monthly Response Summary for the Rockwood Fire Station, as of June 30, 2014.

BACKGROUND: Monthly staff activities and responses summary attached.

FINANCIAL IMPACT: Staff salaries and operating costs.

SUMMARY COMMENTS: Fire and Emergency Services responded to 17 calls for assistance this month. Staff attended 7 medical calls, 4 motor vehicle accidents, 1 burning complaints, 1 gas leak, 1 grass fire and 3 false alarms. 3 staff members assisted with several full day recruit training sessions. 10 staff participated in Pioneer Day activities. Fire Prevention staff spent two days in the schools promoting fire safety during the summer months. Fire Prevention Corner produced an awareness video on the use of flashing green lights by firefighters when responding to the hall for emergency calls. Staff continues to participate in weekly firefighter training.

Respectfully Submitted,

Reviewed By:

Richard Renaud, Deputy
Fire Chief

Kimberly Wingrove,
CAO

FIRE & EMERGENCY SERVICES REPORT**REPORT 14-9**

TO: The Mayor and Members of Council
FROM: Richard Renaud – Deputy Fire Chief
MEETING DATE: August 11, 2014
SUBJECT: Rockwood Station – Monthly Report

RECOMMENDATION:

Be it resolved that the Council of the Township of Guelph/Eramosa has received Department Report 14-9 regarding Fire & Emergency Services monthly report; and

That Council receives and accepts this Monthly Response Summary for the Rockwood Fire Station, as of July 31, 2014.

BACKGROUND: Monthly staff activities and responses summary attached.

FINANCIAL IMPACT: Staff salaries and operating costs.

SUMMARY COMMENTS: Fire and Emergency Services responded to 10 calls for assistance this month. Staff attended 2 medical calls, 2 wires down calls, 3 grass fire calls, 1 lift assist, 1 structure fire and 1 Carbon monoxide call. 10 staff members assisted Grandpa Bob as he walked through Rockwood on his journey across Canada to raise funds for Muscular Dystrophy. Fire Prevention Corner produced a “Pull over for flashing green lights” awareness video (See Fire Department page on website: <http://www.get.on.ca/town-hall/fire-department.aspx>). Staff continues to participate in weekly firefighter training.

Respectfully Submitted,

Reviewed By:

Richard Renaud, Deputy
Fire Chief

Kimberly Wingrove,
CAO

Guelph/Eramosa Fire Department Responses

Type of Calls	Totals 2010	Totals 2011	Totals 2012	Totals 2013	Totals 2014	June. 2013	July.13	Aug. 13	Sept. 13	Oct. 13	Nov. 13	Dec. 13	Jan. 14	Feb. 14	Mar. 14	Apr. 14	May 14	June 14	July 14
Rescue				1															
Burning Complaints	7	8	7	10	3		1	2	1								2	1	
Vehicle Fires	2	1	1	0	2								1	1					
Chimney Fires	1	0	3	0	1								1						
CO/Smoke Alarms	26	15	15	14	8		2	1		2	1		2			4	2		1
Electrical Fire		1	1	0															
False Alarms	39	26	27	36	10	1	5	2	2	3	2	5	2	2		2	1	3	
Public Assist Calls	9	12	6	11	5	2	1	3						3	1			1	1
Grass/Brush Fires	8	5	19	5	1	1												1	3
Hydro Wires Down	4	9	1	26	2	1	7				2	12	1	1					2
Medical	137	131	125	48	21			3	4	8	1	3	4	1	1	4	4	7	2
Mutual Aid	4	5	5	9	3	1		1		0	1	1			3				
MVC	16	18	37	47	13	4	6	4	4	2	6	4	3	1	2	1	2	4	
Structual Fires	3	2	4	7	2						4			1			1		1
TOTAL CALLS	256	233	251	213	81	10	22	16	11	15	17	25	14	10	7	11	12	17	10

LEGEND

Rescue - Can include rescues of people or animals

Burning Complaints - Illegal burning of garbage, backyard fires, etc.

Vehicle Fires - car, truck motorcycle fires

Chimney Fires - house chimney fires

CO/Smoke Alarms - responses to carbon monoxide and smoke alarms

False Alarms - can include false fire alarms, cancelled calls, unfounded and prank calls

Public Assist Calls - can include calls for assistance by the public due to flooded basements, unknown odors, police general assist

Grass/Brush Fires - self explanatory

Hydro/Storms - fires related to hydro problems (ie. Poles down) or fire related to lightning storms

Medical - self explanatory

Mutual Aid - Tanker shuttles, more manpower required by neighbouring fire department due to fire

MVC - motor vehicle collisions

Structual Fires - all structure fires (houses, industrial, etc.)



August 5, 2014

Via: Email

Ms. Kimberley Wingrove
Township of Guelph/Eramosa
P.O. Box 700
Guelph ON N1G 5B4

Dear Kim:

**Re: 42 Bedford Road, Township of Guelph Eramosa
1771186 Ontario Inc.
Security Reduction Recommendation
Project No.: MO047914.0000**

We received a request for reduction in security for the above noted development. The request dated July 4, 2014 was prepared by the developers engineering consultant, K.J. Behm & Associates Inc. (K.J. Behm)

We have reviewed the request and find that the necessary information has been provided in accordance with the Development Agreement between the Township and OHM Developments Inc. Accordingly we have no objection to a \$68,680.25 reduction in security from the current amount of \$521,519.00 to an amount of not less \$452,838.75 as per the attached itemized breakdown prepared by K.J. Behm.

We therefore have no objection to the requested reduction subject to the Township solicitor confirming there are no registered liens or outstanding claims against the subject lands as per Paragraph 13.2 of the Development Agreement.

Should you have any questions, please contact the undersigned.

Yours truly,

R.J. Burnside & Associates Limited

Harry Niemi, P.Eng.
HN:hl

Enclosure: Payment Certificate No. 4

cc: Meaghen Reid, Township of Guelph/Eramosa
Ken Behm, K.J. Behm & Associates Inc.
Punidas Piyasena, 1771186 Ontario Inv. (enc.) (Via: Email)



K. J. BEHM & ASSOCIATES INC.
CONSULTING ENGINEERS

55 Erb Street East, Suite 320
Waterloo, Ontario N2J 4K8

Phone: (519) 742-3510
Fax: (519) 742-3462

July 4, 2014

Mr. Harry Niemi, P.Eng.
R. J. Burnside & Associates Limited
292 Speedvale Avenue West, Suite 20
Guelph, Ontario
N1H 1C4

RECEIVED
JUL 09 2014
R.J. BURNSIDE & ASSOCIATES
LIMITED

Re: 42 Bedford Road, Township of Guelph-Eramosa
1771186 Ontario Inc.
File #23CD-04004

Dear Mr. Niemi;

Please find enclosed a copy of Payment Certificate #4 in favour of Prior Construction Corporation for work completed to date on the above-noted project.

Also attached is an updated Bonding Sheet, based on the work completed to date, recommending a reduction in the cash security in the amount of **\$68,680.25**.

We would appreciate your assistance in arranging with the Township to release funds to the Owner in the amount of **\$68,680.25**.

If you have any questions in this regard, please call me.

Yours Truly

K. J. BEHM & ASSOCIATES INC.

Kenneth J. Behm, P. Eng.
President

c.c. Mr. Puni Piyasena, 1771186 Ontario Inc.

ITEMIZED BREAKDOWN FOR BONDING REQUIREMENTS WITH THE TOWNSHIP OF GUELPH ERAMOSA				
42 BEDFORD ROAD, VACANT LAND CONDOMINIUMS				
File #23CD-04004		Developer – 1771186 Ontario Inc.		
Date: July 4, 2014				
Description	Notes	Value of Work Completed to date	Value of Work Not Completed	Original Estimate
1. Site Works/Erosion Control	Prior Construction	\$24,000.00	\$1,000.00	\$ 25,000.00
2. Site Grading	Prior Construction	\$144,150.00	\$25,471.25	\$ 169,621.25
3. Storm Sewers	Prior Construction	\$187,957.50	\$7,635.00	\$ 195,592.50
4. Watermains	Prior Construction	\$61,770.00	\$15,300.00	\$ 77,070.00
5. Roadworks – Stage 1	Prior Construction	\$6,500.00	\$54,500.00	\$ 61,000.00
6. Roadworks – Stage 2	Prior Construction	0	\$49,465.00	\$ 49,465.00
7. Roadworks – Stage 3	Prior Construction	0	\$38,000.00	\$ 38,000.00
8. Other Works	Tree removals and silt fencing completed to date	\$16,000.00	\$70,473.50	\$ 86,473.50
9. Contingencies		0	\$35,111.11	\$ 35,111.11
10. Engineering Fees	K. J. Behm & Associates Inc.	<u>\$22,080.00</u>	<u>\$51,653.34</u>	<u>\$ 73,733.34</u>
Subtotals		\$ 462,457.50	\$ 348,609.20	\$ 811,066.70
% Bonding Required	0%	15%	110%	110%
Value of Bonding	\$	\$ 69,368.63	\$ 383,470.12	\$ 892,173.37
Total Bonding Required	\$ 452,838.75			
Remarks				
Current Cash Security with the Township is in the amount of \$521,519.00.				
Recommend cash reduction in the amount of \$ 68,680.25				

PROGRESS PAYMENT CERTIFICATE

Contract No. 2013-01
Certificate No. 4
Date: July 4, 2014
Project: 42 Bedford Road, 8-Unit Vacant Land Condominium
 Township of Guelph-Eramosa, Ontario
Owner: 1771186 Ontario Inc.
 c/o 151 Farley Drive
 Guelph, Ontario
 N1L 1L9
Contractor: Prior Construction Corporation
 9 Kerr Crescent
 Puslinch, Ontario
 N0B 2J0

PAYMENT SUMMARY

<u>ITEM</u>	<u>TOTAL</u>	<u>PREVIOUS</u>	<u>THIS PERIOD</u>
WORK DONE	\$ 424,377.50	\$ 356,242.50	\$ 68,135.00
13%HST (R104307012)	\$ 55,169.08	\$ 46,311.53	\$ 8,857.55
TOTAL	\$ 479,546.58	\$ 402,554.03	\$ 76,992.55
Const. Lien Holdback(10%)	\$ 47,954.66	\$ 40,255.40	\$ 7,699.26
SUBTOTAL WITH HST	\$ 431,591.92	\$ 362,298.63	\$ 69,293.29

PROGRESS SUMMARY

TOTAL TENDERED PRICE (INCLUDING HST) \$ 672,348.59

PERCENTAGE COMPLETE 71.32 %

Certificate Prepared By: _____

K. J. Behm
 Kenneth J. Behm, P. Eng.

Date: 04/07/14

**SCHEDULE OF ITEMS AND PRICES
42 BEDFORD ROAD SUBDIVISION**

**PAYMENT CERTIFICATE #4 , July, 2014
CONTRACT NO. 2013-01**

SECTION "A" – SITE PREPARATION													
Item No.	SPEC	Item Description	Original Quantity	Unit	Unit Price	Original Amount	Total Quantity to Date	Quantity Previous Period	Total Quantity This Period		Previous Amount	This Period Amount	Total Amount to Date
1	SP-4a	Site Preparation, Maintenance and Clean Up	1	L.S.	\$ 4,000.00	\$4,000.00	75%	75%	0%		\$ 3,000.00	\$ -	\$3,000.00
2	SP-4a	Bonding	1	L.S.	\$12,500.00	\$12,500.00	100%	100%	0%		\$ 12,500.00	\$ -	\$12,500.00
3	SP-4e	Construct Sedimentation Basin with Hickenbottom Standpipe and connection to DCBMH#12	1	L.S.	\$ 8,500.00	\$8,500.00	100%	1	0		\$ 8,500.00	\$ -	\$8,500.00
Section "A"			Sub-Total			\$25,000.00					\$24,000.00	\$ -	\$ 24,000.00

SECTION "B" – SITE GRADING													
Item No.	SPEC	Item Description	Original Quantity	Unit	Unit Price	Original Amount	Total Quantity to Date	Quantity Previous Period	Total Quantity This Period		Previous Amount	This Period Amount	Total Amount to Date
6	SP-4f	Strip Topsoil and Stockpile on Unit 8	7000	cubic metres	\$2.45	\$ 17,150.00	7000	7000	0		\$ 17,150.00	\$ -	\$17,150.00
7	SP-4g	Cut and Fill of material on site to subgrade	7,055	cubic metres	\$3.15	\$ 22,223.25	7000	7000	0		\$ 22,050.00	\$ -	\$22,050.00
8	SP-4g	Excavate, load, haul and dispose off-site surplus material including dumping charges/fees.	12,140	cubic metres	\$9.20	\$ 111,688.00	10000	10000	0		\$ 92,000.00	\$ -	\$92,000.00
9	SP-4ff	Load, haul, spread and fine grade 370mm depth of topsoil on lots after pregrading	7000	cubic metres	\$1.85	\$ 12,950.00	7000	4000	3000		\$ 7,400.00	\$ 5,550.00	\$12,950.00
10	SP-4fff	Hydroseed topsoil areas on lots	18,700	square metres	\$0.30	\$ 5,610.00	0	0	0		0	\$ -	\$0.00
Section "B"			Sub-Total			\$169,621.25					\$138,600.00	\$ 5,550.00	\$ 144,150.00

**SCHEDULE OF ITEMS AND PRICES
42 BEDFORD ROAD SUBDIVISION**

**PAYMENT CERTIFICATE #4 , July, 2014
CONTRACT NO. 2013-01**

SECTION "C" – STORM SEWERS and APPURTENANCES

Item No.	SPEC	Item Description	Original Quantity	Unit	Unit Price	Original Amount	Total Quantity to Date	Quantity Previous Period	Total Quantity This Period		Previous Amount	This Period Amount	Total Amount to Date
		Supply and install 300mm dia. E.S. Concrete or HDP CSA Standard 182.6 or PVC DR35 Ultra-Ribbed Storm Sewer incl. Class "B" bedding & native Backfill											
11	SP-4h	CBMH #1 to CBMH#2 Depth = 2.39 vm - 2.15 vm	38	metres	\$70.00	\$2,660.00	38	38	0		\$2,660.00	\$ -	\$2,660.00
12	SP-4h	CBMH #2 to MH#3 Depth = 2.15 vm - 2.08 vm	14.5	metres	\$80.00	\$1,160.00	14.5	14.5	0		\$1,160.00	\$ -	\$1,160.00
13	SP-4h	MH #3 to CBMH#4 Depth = 2.08 vm - 1.97 vm	14.5	metres	\$80.00	\$1,160.00	14.5	14.5	0		1,160.00	\$ -	\$1,160.00
14	SP-4h	CBMH #4 to CBMH#5 Depth = 1.97 vm - 2.39 vm	58	metres	\$70.00	\$4,060.00	58	58	0		\$4,060.00	\$ -	\$4,060.00
		Supply and install 450mm dia. E.S. Reinforced Concrete CSA Standard A257.2, Strength Class 65-D or PVC DR35 Ultra-Ribbed Storm Sewer incl. Class "B" bedding & native Backfill											
15	SP-4h	CBMH #5 to MH#6 Depth = 1.88 vm - 2.83 vm	69.5	metres	\$100.00	\$6,950.00	69.5	69.5	0.0		\$ 6,950.00	\$ -	\$6,950.00
		Supply and install 600mm dia. E.S. Concrete Storm Sewer including Class "B" bedding and native Backfill											
16	SP-4h	MH #6 to SCMH#7 Depth = 2.83 vm - 2.96 vm	11	metres	\$215.00	\$2,365.00	11	11	0		\$2,365.00	\$ -	\$2,365.00
17	SP-4h	SCMH #7 to MH#8 Depth = 2.96 vm - 4.53 vm	11	metres	\$280.00	\$3,080.00	11	11	0		\$3,080.00	\$ -	\$3,080.00
18	SP-4h	MH #8 to MH#9 Depth = 4.53 vm - 5.66 vm	12.5	metres	\$280.00	\$3,500.00	12.5	12.5	0		\$3,500.00	\$ -	\$3,500.00
19	SP-4h	MH #9 to MH#10 Depth = 5.66 vm - 4.90 vm	12.5	metres	\$280.00	\$3,500.00	12.5	12.5	0		\$3,500.00	\$ -	\$3,500.00
20	SP-4h	MH #10 to MH#11 Depth = 4.90 vm - 2.20 vm	12.5	metres	\$280.00	\$3,500.00	12.5	12.5	0		\$3,500.00	\$ -	\$3,500.00
21	SP-4h	MH #11 to DCBMH#2 Depth = 2.20 vm - 1.69 vm	12.5	metres	\$280.00	\$3,500.00	12.5	12.5	0		\$3,500.00	\$ -	\$3,500.00
22	SP-4h	DCBMH#2 to Ex. DCBMH Depth = 1.69 vm - 1.46 vm	21	metres	\$280.00	\$5,880.00	21	21	0		\$5,880.00	\$ -	\$5,880.00
22a	SP-4h	Supply and install 300mm dia. C.S.P. or PVC DR35 Ultra-Ribbed Storm Sewer including Class "B" bedding and native Backfill	46.0	metres	\$130.00	\$5,980.00	46	0	46		\$5,980.00	\$5,980.00	\$5,980.00
		Supply and install 1200mm dia. pre-cast Concrete Storm Catch Basin Manhole complete with sump including frame and grate (OPSD 400.110) complete											
23	SP-4i	CBMH #1 Depth = 2.39 vm	1	L.S.	\$3,500.00	\$3,500.00	1	1	0		\$ 3,500.00	\$ -	\$3,500.00
24	SP-4i	CBMH #2 Depth = 2.15 vm	1	L.S.	\$3,500.00	\$3,500.00	1	1	0		\$ 3,500.00	\$ -	\$3,500.00
25	SP-4i	CBMH #4 Depth = 1.97 vm	1	L.S.	\$3,500.00	\$3,500.00	1	1	0		\$ 3,500.00	\$ -	\$3,500.00
26	SP-4i	CBMH #5 Depth = 2.39 vm	1	L.S.	\$3,500.00	\$3,500.00	1	1	0		\$ 3,500.00	\$ -	\$3,500.00
		Supply and install 1200mm dia. pre-cast Concrete Storm Manhole complete without sump including frame and grate (OPSD 401.010) complete										\$ -	
27	SP-4i	MH #3 Depth = 2.08 vm	1	L.S.		\$4,000.00	1	1	0		\$ 4,000.00	\$ -	\$4,000.00
		Supply and install 1500mm dia. Pre-cast Concrete Storm Manhole complete without sump including frame and grate (OPSD 401.010) complete											
28	SP-4i	MH #6 Depth = 2.83 vm REVISED PRICE 11/02/14	1	L.S.		\$5,750.00	1	1	0		\$5,750.00	\$ -	\$ 5,750.00
29	SP-4i	MH #8 Depth = 4.53 vm REVISED PRICE 11/02/14	1	L.S.		\$8,000.00	1	1	0		\$8,000.00	\$ -	\$ 8,000.00
30	SP-4i	MH #10 Depth = 4.90 vm REVISED PRICE 11/02/14	1	L.S.		\$8,000.00	1	1	0		\$8,000.00	\$ -	\$ 8,000.00

31	SP-4i	MH #11 Depth = 2.20 vm REVISED PRICE 11/02/14 Supply and install 1500mm dia. pre-cast Concrete Storm Manhole complete with Saffey Grate as per (OPSD 404.021) and without sump including frame and grate (OPSD 401.010) complete	1	L.S.		\$8,000.00	1	1	0		\$8,000.00	\$ -	\$ 8,000.00
32	SP-4i	MH #9 Depth = 5.66 vm REVISED PRICE 11/02/14 Supply and install 1800mm dia. pre-cast Concrete Storm Double Catch Basin Manhole complete including frame and grate (OPSD 400.110) complete	1	L.S.		\$8,000.00	1	1	0		\$8,000.00	\$ -	\$ 8,000.00
33	SP-4i	DCBMH #12 Depth = 1.69 vm REVISED PRICE 11/02/14 Supply and install Precast Concrete Storm Oil/Grit Separator Manhole SCM#7 (stormceptor Model #STC 2000) including frame and cover complete Depth of Invert = 2.96 vm	1	L.S.		\$7,000.00	1	1	0		\$7,000.00	\$ -	\$ 7,000.00
34	SP-4j	Supply and install single precast concrete Catch Basins (CB#1, 2, 3, 4, 5, 7 and 9) (OPSD 705.010) complete including frame and cover (OPSD 400.110)	1	Each	\$35,000.00	\$35,000.00	1	1	0		\$35,000.00	\$ -	\$ 35,000.00
35	SP-4k	Supply and install precast Concrete Double precast Catch Basin (DCB #6) (OPSD 705.020) complete including frame and cover (OPSD 400.110)	7	Each	\$2,000.00	\$14,000.00	7	4	3		\$ 8,000.00	\$ 6,000.00	\$ 14,000.00
36	SP-4k	Supply and install single precast Rear Yard Catch Basin (RYCB #8) (OPSD 705.010) complete including frame and grate (OPSD 400.120)	1	Each	\$3,500.00	\$3,500.00	1	0	1		\$ -	\$ 3,500.00	\$ 3,500.00
37	SP-4h	Supply and install 250mm dia. PVC SDR35 Single Catch Basin lateral including class 'B' bedding and connection to manholes / manhole catch basins	40	metres	\$85.00	\$3,400.00	40	0	40		\$ -	\$ 3,400.00	\$ 3,400.00
38	SP-4h	Supply and install 300mm dia. PVC SDR35 Double Catch Basin lateral including class 'B' bedding and connection to manholes / manhole catch basins	2	metres	\$275.00	\$550.00	2	0	2		\$ -	\$ 550.00	\$ 550.00
39	SP-4h	Supply and install 300mm dia. PVC SDR35 Rear Yard Catch Basin lateral including class 'B' bedding, 300 x 300mm dia. Tee and connection to tee and Rear Yard Catch	37.5	metres	\$85.00	\$3,187.50	37.5	37.5	0		\$ 3,187.50	\$ -	\$ 3,187.50
40	SP-4i	Supply and install 150mm dia. PVC Rear Yard and Side Yard Weeping Tile Sub-Drain Including 75mm dia. Clear stone, filter fabric cover and end Clean-outs as shown on plans and native backfill.	365	metres	\$35.00	\$12,775.00	365	40	325		\$ 1,400.00	\$ 11,375.00	\$ 12,775.00
41	SP-4m	Supply and install 100mm dia. PVC sdr 28 Single lot storm sewer lateral from storm main to street line including connection to main, marker post and bedding (Lots 1-5 only)	5	each	\$600.00	\$3,000.00	5	5	0		\$ 3,000.00	\$ -	\$ 3,000.00
42	SP-4m	Video Camera inspection and report of storm sewers and rear yard CB laterals	377	metres	\$5.00	\$1,885.00	0	0	0		0	\$ -	\$ -
Section "C"			Sub-Total			\$189,842.50				\$157,152.50	\$ 30,805.00	\$ 187,957.50	

SCHEDULE OF ITEMS AND PRICES
42 BEDFORD ROAD SUBDIVISION

PAYMENT CERTIFICATE #4 , July, 2014
CONTRACT NO. 2013-01

SECTION 'D' – WATERMAINS and APPURTENANCES

Item No.	SPEC	Item Description	Original Quantity	Unit	Unit Price	Original Amount	Total Quantity to Date	Quantity Previous Period	Total Quantity This Period		Previous Amount	This Period Amount	Total Amount to Date
44.0	SP-4o	Supply and install 150mm dia. C900 DR-18 PVC Watermain with integral bell, gasketed joints, tapped coupling, tracer wire, bends, hydrant tees, fittings, connect to existing watermain, standard Class "B" bedding and native backfill.	198	metres	\$ 80.00	\$ 15,840.00	198	198	0		\$ 15,840.00	\$ -	\$15,840.00
45.0	SP-4o	Supply and install 200mm dia. C900 DR-18 PVC Watermain with integral bell, gasketed joints, tapped coupling, tracer wire, bends, hydrant tees, fittings, connect to existing watermain, standard Class "B" bedding and native backfill.	91	metres	\$ 130.00	\$ 11,830.00	91	35	56		\$ 4,550.00	\$ 7,280.00	\$11,830.00
46.0	SP-4p	Supply and install 150mm dia. Mainline direct buried gate valves including valve box, mechanical joint fittings and valve box extensions (OPSD 1101.020)	2	each	\$ 1,650.00	\$ 3,300.00	2	2	0		\$ 3,300.00	\$ -	\$3,300.00
47.0	SP-4p	Supply and install 200mm dia. Mainline direct buried gate valves including valve box, mechanical joint fittings and valve box extensions (OPSD 1101.020)	1	each	\$ 2,000.00	\$ 2,000.00	1	0	1		0	\$ 2,000.00	\$2,000.00

48.0	SP-4r	Supply and install private fire hydrants complete with valves, valve box, extensions as required, tracer wire, thrust blocking, hydrant tee connection to main and 150mm dia. Lead between main and hydrant complete (OPSD 1105.010)	2	each	\$ 5,000.00	\$ 10,000.00	2	2	0		\$ 10,000.00	\$ -	\$10,000.00
49.0	SP-4r	Supply and Install special Fittings: 150mm X 200mm Reducer	2	each	\$ 300.00	\$ 600.00	1	1	0		\$300.00	\$ -	\$300.00
50.0	SP-4r	Supply and install Special Fittings: 150mm dia. Plug and 25mm dia. Connection to Water Valve Chamber	1	each	\$ 1,500.00	\$ 1,500.00	0	0	0		0	\$ -	\$0.00
51.0	SP-4s	Supply and install 1800mm dia. Precast Concrete Flushing Valve Chamber containing double Check Vakve, Water Meter, Programmable Time Control and De-chlorinator and discharge connection to storm stsyem at CBMH #1, tracer wire, bends, fittings, standard Class "B" dedding and native backfill.	1	each	\$18,000.00	\$ 18,000.00	1	1	0		\$ 9,000.00	\$ -	\$9,000.00
52.0	SP-4t	Connect to the existing watermain including removal of existing plug and blow-off.	1	L.S.	\$ 2,500.00	\$ 2,500.00	1	1	0		\$ 2,500.00	\$ -	\$2,500.00
53.0	SP-4u	Supply, installation and removal of temporary plus, by-pass, markers, thrust blocks and backflow preventor complete on Lot 11, Crosscreek Boulevard, including surface restoration after removal.	1	L.S.	\$ 4,500.00	\$ 4,500.00	0	0	0		0	\$ -	\$0.00
54.0	SP-4m	Supply and install 25mm dia. Type K soft copper water service complete from main to curb stop including main stop, curb stop and water box (SD-26)	8	each	\$ 875.00	\$ 7,000.00	8	0	8		7000	\$ 7,000.00	\$7,000.00
Section "D"			Sub-Total			\$77,070.00				\$36,490.00	\$ 25,280.00	\$ 61,770.00	

SECTION "E"-ROAD WORKS-STAGE 1 (BASE)

Item No.	SPEC	Item Description	Original Quantity	Unit	Unit Price	Original Amount	Total Quantity to Date	Quantity Previous Period	Total Quantity This Period		Previous Amount	This Period Amount	Total Amount to Date
55.0	SP-4v	Construct all roads and boulevards to sub-grade including excavation, filling, grading and compaction prior to placing Granular "B" on all roadways.	1	L.S.	\$ 6,500.00	\$ 6,500.00	1	0	1		0	\$ 6,500.00	\$6,500.00
56.0	SP-4w	Supply, place and compact Granular "B" road base complete (450mm compacted thickness)	3300	tonnes	\$ 11.00	\$ 36,300.00	0	0	0		0	\$ -	\$0.00
57.0	SP-4w	Supply, place and compact Granular "A" road base complete (175mm compacted thickness)	1300	tonnes	\$ 14.00	\$ 18,200.00	0	0	0		0	\$ -	\$0.00
Section "E"			Sub-Total			\$61,000.00	0				\$ 6,500.00	\$ 6,500.00	

SECTION "F"- ROAD WORKS-STAGE 2

Item No.	SPEC	Item Description	Original Quantity	Unit	Unit Price	Original Amount	Total Quantity to Date	Quantity Previous Period	Total Quantity This Period		Previous Amount	This Period Amount	Total Amount to Date
58.0	SP-4x	Construct Concrete Barrier Curb and Gutter on Roadways complete as per (OPSD 600.04)	560	metres	\$ 40.00	\$ 22,400.00	0	0	0		0	\$ -	\$0.00
59.0	SP-4y	Supply and place geo-textile under all manholes and catchbasin grates	21	each	\$ 20.00	\$ 420.00	0	0	0		0	\$ -	\$0.00
60.0	SP-4z	Supply, place and compact HL-8 Binder Course Asphalt (50mm Compacted thickness)	365	tonnes	\$ 73.00	\$ 26,645.00	0	0	0		0	\$ -	\$0.00
Section "F"			Sub-Total			\$49,465.00	0				\$ -	\$ -	

SECTION "G" –GENERAL AND PROVISIONAL													
Item No.	SPEC	Item Description	Original Quantity	Unit	Unit Price	Original Amount	Total Quantity to Date	Quantity Previous Period	Total Quantity This Period		Previous Amount	This Period Amount	Total Amount to Date
61.0	SP-4aa	Supply and place water for compaction and dust control	500	K litre	\$ 4.00	\$ 2,000.00	0	0	0		0	\$ -	\$0.00
62.0	SP-4bb	Supply and place Calcium Chloride (flake) for dust control	60	40 kilo/bag	\$ 50.00	\$ 3,000.00	0	0	0		0	\$ -	\$0.00
63.0		Supply and place 100mm quarry stone for erosion control	50	tonnes	\$ 60.00	\$ 3,000.00	0	0	0		0	\$ -	\$0.00
64.0	SP-4cc	Contingency Allowance	1	L.S.	\$15,000.00	\$ 15,000.00	0	0	0		0	\$ -	\$0.00
Section "G"			Sub-Total			\$23,000.00					0	\$ -	\$ -

**SCHEDULE OF ITEMS AND PRICES
42 BEDFORD ROAD SUBDIVISION**

**PAYMENT CERTIFICATE #4 , July, 2014
CONTRACT NO. 2013-01**

Subtotal : Section 'A' – Site Preparation	\$25,000.00	\$24,000.00	\$ -	\$ 24,000.00
Subtotal : Section 'B' – Site Grading	\$169,621.25	\$138,600.00	\$ 5,550.00	\$ 144,150.00
Subtotal : Section 'C' – Storm Sewers and Appurtenances	\$189,842.50	\$157,152.50	\$ 30,805.00	\$ 187,957.50
Subtotal : Section 'D' –Watermains and Appurtenances	\$77,070.00	\$36,490.00	\$ 25,280.00	\$ 61,770.00
Subtotal : Section 'E' – Road Works-Stage 1 (Base)	\$61,000.00	\$0.00	\$ 6,500.00	\$ 6,500.00
Subtotal : Section 'F' – Road Works- Stage 2	\$49,465.00	\$0.00	\$ -	\$ -
Subtotal : Section 'G'– General and Provisional	\$23,000.00	\$0.00	\$ -	\$ -
Contract Subtotal	\$594,998.75	\$356,242.50	\$ 68,135.00	\$ 424,377.50
Harmonized Sales Tax (HST) @ 13% Of Contract Subtotal	\$77,349.84	\$46,311.53	\$ 8,857.55	\$ 55,169.08
Total Tendered Price (Contract Subtotal + HST)	\$672,348.59	\$402,554.03	\$ 76,992.55	\$ 479,546.58



August 5, 2014

Via: Email

Kimberly Wingrove, CAO
Township of Guelph/Eramosa
P.O. Box 700
8348 Wellington Road 124
Guelph ON N1G 5B4

Dear Kim:

**Re: Highway 7 and Jones Baseline Intersection - Drainage
Acceptance of Petition and Appointment of a Drainage Engineer
Project No.: 300035647.0000**

As requested we have reviewed a petition for Drainage works received from the Ministry of Transportation necessitated by the proposed intersection improvements (round-a-bout) at Highway 7 and Jones Baseline. The Ministry of Transportation has submitted the petition (Form 2 enclosed) for drainage works pursuant to Section 4(1)(c) of the Drainage Act describing:

“the southwest quadrant of the intersection of King’s Highway # 7 and Jones Baseline in the Township of Guelph/Eramosa in the County of Wellington”

as requiring drainage.

The Ministry is planning to construct a new roundabout at the intersection. An excerpt from Section 7.1.5 of the published Transportation Environmental Study Report summarizes the drainage situation as follows:

“7.1.5 Drainage

Drainage through the intersection area outlets to a low lying area within the southwest quadrant of the intersection. The highway and sideroads and therefore the future roundabout contribute only a small portion of the overall contributing area to the outlet. The low-lying area does not have a positive outlet for minor storm events and appears to manage the water by infiltration into the ground. Some of the local residents from the area have indicated poor drainage during the spring freshet and after extended rainfall periods.

As part of the design process, two alternatives to improve the drainage outlet were developed. The first alternative provides for an enhanced infiltration pit where the existing vegetation is removed from the underlying soil layers, clear stone is placed on top of the soil with the storm water entering the clear stone layer. The clear stone is

covered with topsoil and seeded. The intent is that there is greater efficiency and a larger area for the water to infiltrate the receiving underlying soil.

The second alternative developed involves a petition to the Township of Guelph-Eramosa to request for a drainage outlet under the Drainage Act. Through a drainage review to be completed by the Township, positive drainage could be provided from the low lying area in the southwest quadrant to a tributary of the Eramosa River, approximately 500 m to the south of the intersection.

In reviewing the alternatives, the second alternative was preferred by the Project Team. During a presentation to the Township Committee in December of 2013, Committee members suggested in principal that providing positive drainage for the intersection was also their preference. As part of the detailed design for the intersection improvements, the Ministry will petition the Township for positive drainage for the intersection under the Drainage Act.”

The Drainage Act provides that owners of lands or roads can petition to resolve a drainage problem. The signature of the majority of the landowners with the problem can initiate the work. Road Authorities may petition together with lands or separately. The Road Authority's signature alone can carry the work, as safety to the motoring public is of utmost importance. After the submission and acceptance of a petition an Engineer is appointed to prepare a report. The report provides for a design and cost estimate for a recommended solution.

The cost of the work, including allowances to those directly affected, is distributed over the entire watershed or catchment area in the proportions deemed appropriate by the Engineer. Everyone who contributes water to the problem is assessed. This is known as “outlet liability”. Those who will be enhanced by the work are also assessed “benefit assessment”.

After the report is completed, a meeting known as the Consideration of the Report is held. Basically this meeting deals with the design component. A second meeting known as the Court of Revision is subsequently held. This meeting deals with the cost distribution. The ‘Court’ generally consists of Members of Council from the initiating municipality and one member of any other municipality that may be affected. If someone's assessment is lowered, others must be increased.

If anyone is dissatisfied with the design or cost distribution they may appeal to the Ontario Drainage Tribunal. If someone feels the report does not comply with the legal requirements of the Drainage Act, they may appeal to the Ontario Drainage Referee.

After all appeals are resolved a By-law to implement the work is passed and the work is tendered and constructed. The final costs are then tabulated and levied in accordance with the Engineer's report or as may have been revised by an appeal. The final assessments will go up or down depending on the final cost of the work.

If Council decides not to proceed with the petition for drainage works the Ministry of Transportation may appeal to the Ontario Drainage Tribunal for an order directing Council to proceed. If Council accepts the petition the petitioner and the Grand River Conservation Authority are notified accordingly and an Engineer is appointed to prepare a report.

The Township does have a designated superintendent who is responsible for maintenance of drainage on an as needed basis; however the completion of the Drainage Report requires a Drainage Engineer as per the Drainage Act. Burnside has a designated Drainage Engineer, Tom Pridham, P.Eng., who has prepared several reports under the Drainage Act for the Township.

Our recommendation is for Council to accept the petition for drainage works signed by Ms. Jennifer Graham-Harkness, Manager of Engineering, Ministry of Transportation received by the Township July 22nd, 2014 and describing "the southwest quadrant of the intersection of King's Highway # 7 and Jones Baseline in the Township of Guelph/Eramosa in the County of Wellington" as requiring drainage. We also recommend that Mr. Tom Pridham, P.Eng. (R.J. Burnside & Associates Limited) be appointed to prepare the required report in accordance with Section 8(1) of the Drainage Act. The report is to include plan, profile, estimated costs, allowances and assessment schedule as required under the provisions of the Drainage Act.

Respectfully submitted,

R.J. Burnside & Associates Limited



Harry Niemi, P.Eng.
Township Engineer
HN:hl

Enclosure

cc: Meagan Reid, Clerk, Township of Guelph/Eramosa (enc.) (Via: Email)

Ministry of Transportation
Engineering Office
Planning and Design Section
West Region

659 Exeter Road
London, Ontario N6E 1L3
Telephone: (519) 873-4547
Facsimile: (519) 873-4600

Ministère des Transports
Bureau du génie
Section de planification et de conception
Région de l'Ouest

659, chemin Exeter
London (Ontario) N6E 1L3
Téléphone: (519) 873-4547
Télécopieur: (519) 873-4600



RECEIVED

JUL 22 2014

TOWNSHIP OF
GUELPH / ERAMOSA

July 17, 2014

Ms. Meaghen Reid, M.A., CMO
Clerk/Director of Legal Services
Township of Guelph/Eramosa
8348 Wellington Road 124
P.O. Box 700
Rockwood, Ontario N0B 2K0

Dear Ms. Reid:

RE: Petition for Drainage Works
Highway 7 and Jones Baseline Intersection

Please see attached a completed Petition for Drainage Works Form 2 signed by the Manager of Engineering in West Region Ministry of Transportation for your consideration and action.

If you have any questions regarding this petition, please feel free to contact the undersigned.

Yours truly,

Roger Ward, LEL
Planning and Design Section
West Region

c: D. Green, P.Eng., MMM

**Petition for Drainage Works by Road
Authority – Form 2**
Drainage Act, R.S.O. 1990, c. D.17, subs. 4(1)(c)

To: The Council of the Corporation of the Township _____ of GUELPH/ERAMOSA

Re: Road name and road location (provide description of road or section of road that requires drainage)
The southwest quadrant of the intersection of King's Highway # 7 and Jones Baseline in the Township of
Guelph/Eramosa in the County of Wellington.

I, Graham-Harkness, Jennifer, as an individual having jurisdiction over
(Last, first name)

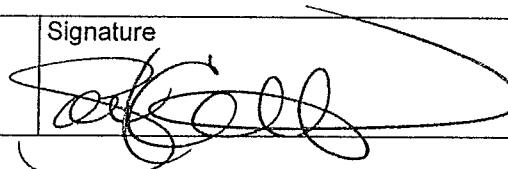
the above road system for the Ministry _____ of TRANSPORTATION
declare that the road described above requires drainage and hereby petition under subsection 4(1)(c) of the *Drainage Act* that
this area be drained by means of a drainage works.

Organization

Ontario Ministry of Transportation

Position Title

Manager of Engineering

Signature

Date (yyyy/mm/dd)

2014/07/16

Petitioners become financially responsible as soon as they sign a petition:

- Once the petition is accepted by council, an engineer is appointed to respond to the petition. *Drainage Act, R.S.O. 1990, c. D. 17 subs. 8(1).*
- After the meeting to consider the preliminary report, if the petition does not comply with section 4, the project is terminated and the road authority is responsible for the costs. *Drainage Act, R.S.O. 1990, c. D. 17 subs. 10(4).*
- After the meeting to consider the final report, if the petition does not comply with section 4, the project is terminated and the road authority is responsible for the costs. *Drainage Act, R.S.O. 1990, c. D. 17 s. 43.*
- If the project proceeds to completion, a share of the cost of the project will be assessed to the involved properties in relation to the assessment schedule in the engineer's report, as amended on appeal. *Drainage Act, R.S.O. 1990, c. D. 17 s. 61.*

**CLERK'S REPORT
REPORT 14-11**

TO: Mayor and Members of Council

FROM: Meaghen Reid, Clerk/Director of Legislative Services

MEETING DATE: Monday, August 11, 2014

SUBJECT: **Delegated Authority during the Election Period**

RECOMMENDATION:

Be it resolved that the Council of the Township of Guelph/Eramosa has received Clerk's Report 14-11 regarding Delegation Authority during the Election Period; and

That Council approves By-law 55/2014.

BACKGROUND:

Section 275 of the Municipal Act, 2001, provides that certain actions of Council are restricted after the September 12, 2014 Nomination Day or the October 27, 2014 Election Day, if the new Council will include less than three quarters of the members of the outgoing Council. This is commonly referred to as a "lame duck" Council. In the case of Guelph/Eramosa, there would have to be less than four returning members in order for Council to be considered lame duck.

The determination of whether a Council can be categorized as lame duck can be made either:

1. after nomination day but before voting day, based on the nominations and acclamations during that period; or
2. after voting day, based on the results of the election and any acclamations.

In the event that Council were to become a lame duck, the following restrictions would apply for the remainder of its term:

1. Council may not appoint or remove from office any officer of the municipality.
2. Council may not hire or dismiss any employee of the municipality.

-
3. Council may not dispose of any real or personal property of the municipality which had a value exceeding \$50,000 when it was acquired by the municipality, unless the disposition was included in a budget adoption by Council prior to September 12, 2014.
 4. Council may not make any expenditure or incur any other liability exceeding \$50,000 unless the liability was included in a budget adoption by Council before September 10th, 2010.

However, it should be noted that the Act provides for the following:

1. Council may take all necessary and appropriate action in the event of an emergency.
2. A person or body exercising authority delegated by Council is not prevented from acting. For example, where staff has specific delegated authority to hire employees without going to Council, this authority is not affected.

Restrictions during the election period wherein Council is considered lame duck could prevent the current Council from completing some outstanding matters. To avoid delay in those matters, Council may, if it chooses, delegate authority to the C.A.O. for the lame duck period, until the new Council assumes office on December 1st, 2014. This delegation would only occur if the lame duck criteria are triggered.

Proposed By-law 55/2014 would authorize the C.A.O. to hire employees. This delegation of authority is being recommended to address outstanding recruitment that is currently being considered by Council: the recruitment of the Director of Public Works position.

The C.A.O. would be required to report to Council at a regular meeting in December 2014 all actions taken under authority of this Proposed By-law. The By-law would come into effect either on September 12, 2014 after 2:00 p.m. or on October 28, 2014, only if a lame duck Council occurs as a result of the election. This By-law would be in force only under November 30, 2014.

FINANCIAL IMPACT:

There is no financial impact to the 2014 budget as a result of this report.

Respectfully Submitted By:

Reviewed By:

Meaghan Reid
 Clerk/Director of Legislative Services

Kim Wingrove
 CAO



TOWNSHIP DRAINAGE SUPERINTENDENT

GERD G. UDERSTADT, C.S.T.
141 CAN ROBERT ST
FERGUS ONT N1M 3B9

July 10, 2014

Ms. Meaghen Reid,
Clerk, Township of Guelph/Eramosa
P.O. Box 700, 8348 Wellington Rd. 124,
Rockwood, ON N0B 2K0

**Re: Cleghorn Drainage Works, "F" Drain
Maintenance and Repair, 2014**

RECEIVED

JUL 15 2014

**TOWNSHIP OF
GUELPH/ERAMOSA**

Dear Ms. Reid,

Mr. Vincent Kurtz, owner of Pt. Lot 10 Div. D Con. 6 in the former Township of Guelph has requested a cleanout of the above drain. I have done my field investigation and report as follows.

The "F" Drain of the Cleghorn Drain was originally constructed as an open drain under a report of 1982. A 1993 report improved the drain through the Kurtz property by closing in the open ditch with a tile. Since then the open ditch has had a clean out to give the tile drain a free outlet.

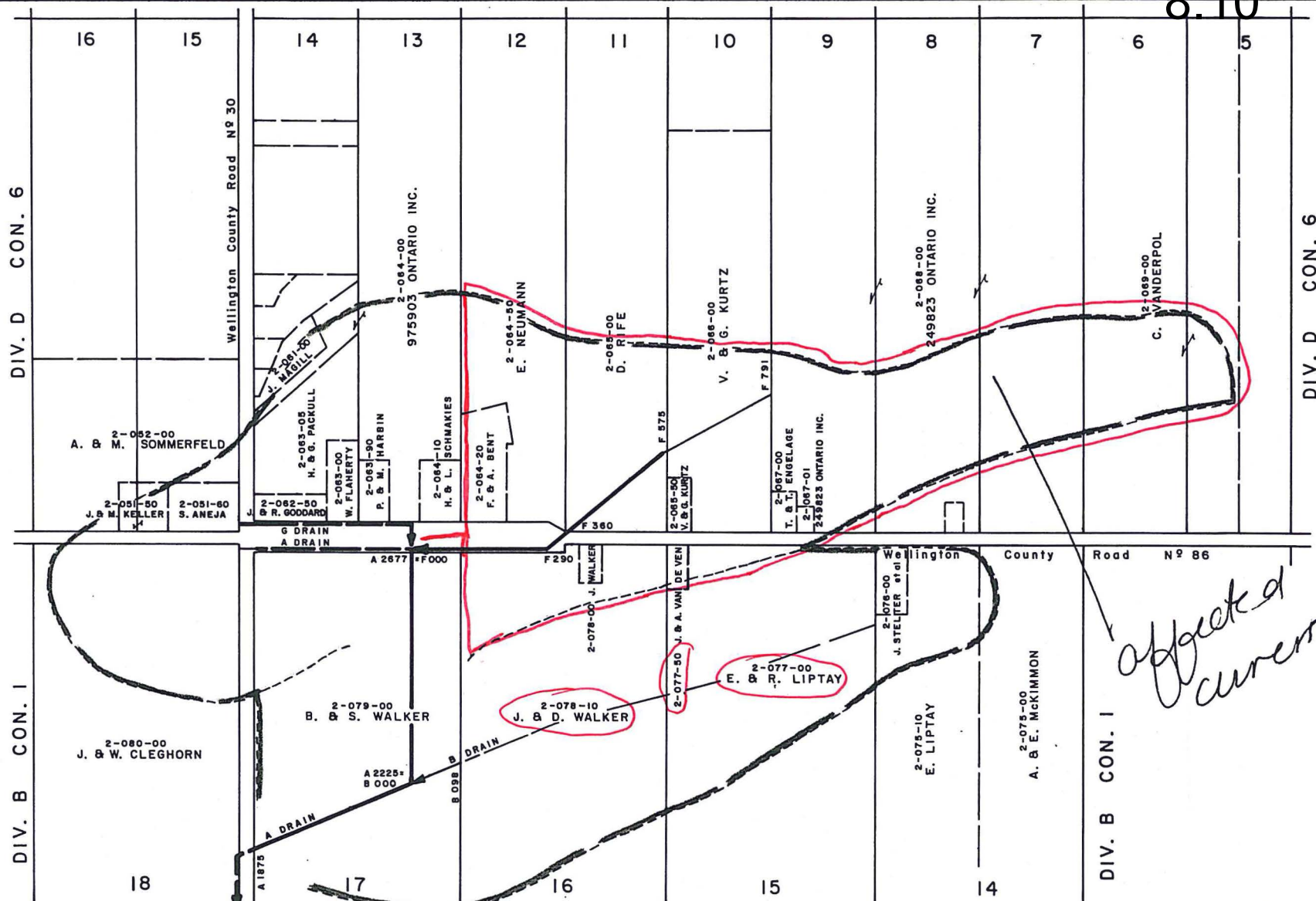
The open ditch is again silted up to the extent that the tiled portion of the drain across Lot 10 has a poor outlet in the bottom of the ditch. A cleanout is definitely warranted.

I recommend the entire "F" Drain be cleaned out to the designed grade and depth. The County of Wellington and Mr. Kurtz's son, the two directly affected owners, are aware of the proposed cleanout and are in agreement with the work.

The cost of the work is estimated at \$1,800.00. This cost will be assessable to the drainage area pursuant to Section 74 of the Drainage Act. If Council concurs, then please forward a copy of the enclosed form letter and plan to all the affected owners. I recommend that Hanna and Hamilton Construction be retained on an hourly basis to complete the work. They will be working in the area later this year and could complete the work at that time. Also they have machine mats should any unstable ground be encountered.

Yours truly,

Gerd Uderstadt, C.S.T.
Drainage Superintendent
Encl.

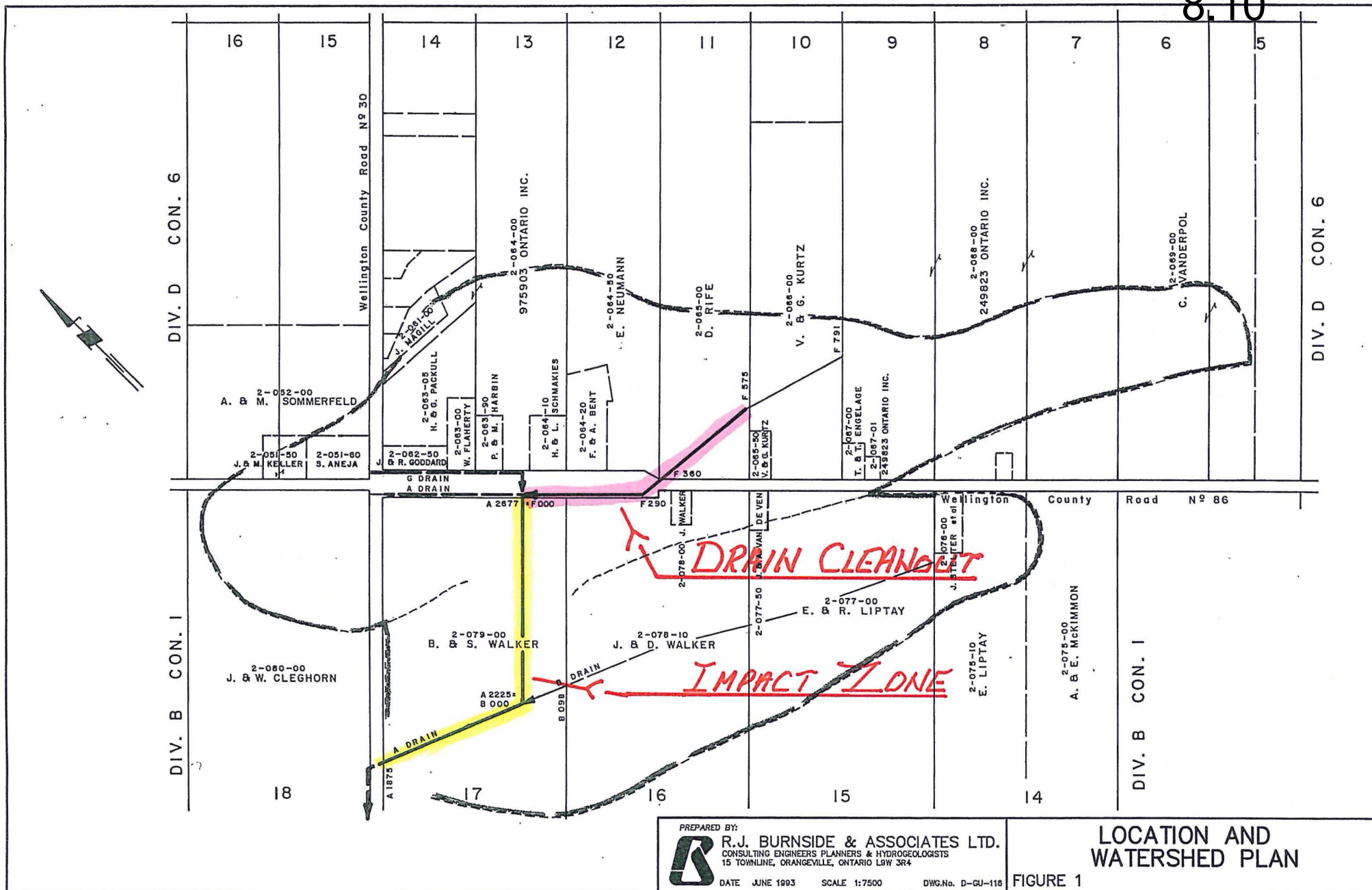


affected areas

PREPARED BY:
R.J. BURNSIDE & ASSOCIATES LTD.
 CONSULTING ENGINEERS PLANNERS & HYDROGEOLOGISTS
 15 TOWNLINE, ORANGEVILLE, ONTARIO L9W 3R4
 DATE JUNE 1993 SCALE 1:7500 DWG.No. D-GU-118

LOCATION AND WATERSHED PLAN

FIGURE 1



CLEGHORN DRAINAGE WORKS "B" & "F" DRAINS

"F" DRAIN MAINTENANCE & REPAIR

DATED: JULY, 2014

GERD LIDERSTADT
Drainage Superintendent

PREPARED BY:
R.J. BURNSIDE & ASSOCIATES LTD.
CONSULTING ENGINEERS PLANNERS & HYDROGEOLOGISTS
15 TOWNLINE, ORANGEVILLE, ONTARIO L9W 3R4

DATE: JUNE 1993 SCALE: 1:7500 DWG.No. D-GU-118

FIGURE 1

LOCATION AND
WATERSHED PLAN



TOWNSHIP DRAINAGE SUPERINTENDENT

GERD G. UDERSTADT, C.S.T.
141 CAN ROBERT ST
FERGUS ONT N1M 3B9

July 10, 2014

Ms. Meaghen Reid,
Clerk, Township of Guelph/Eramosa
P.O. Box 700, 8348 Wellington Rd. 124,
Rockwood, ON N0B 2K0

**Re: Mack Drainage Works, "A" Drain
Maintenance and Repair, 2014**

RECEIVED

JUL 15 2014

**TOWNSHIP OF
GUELPH/ERAMOSA**

Dear Ms. Reid

Mr. Brian Mack has notified me of some washouts on the tile line at his farm on E ½ Lot 15 Con. 6. I have done a field investigation with the owner and report as follows.

The Mack Drain was originally constructed under a report of 1968 as an entire tiled drain. The drain, over the years, has required very little maintenance work with the last tile repair being done in 2004 on the E. Pt. of Lot 17.

My investigation with the owner noted a number of washouts where the tile line crossed under an existing watercourse. At this crossing, there are a number of large willow trees and in my opinion the drain tile has become plugged with the roots of the willow trees.

I have taken the liberty of having a Tiling Contractor look at the site and agree to do the necessary repair work for us. An estimate of the cost of the work has been set at \$1,500.00. This cost is assessable to the drainage area pursuant to Section 74 of the Drainage Act. I trust Council is in agreement with getting this work completed.

Yours truly,

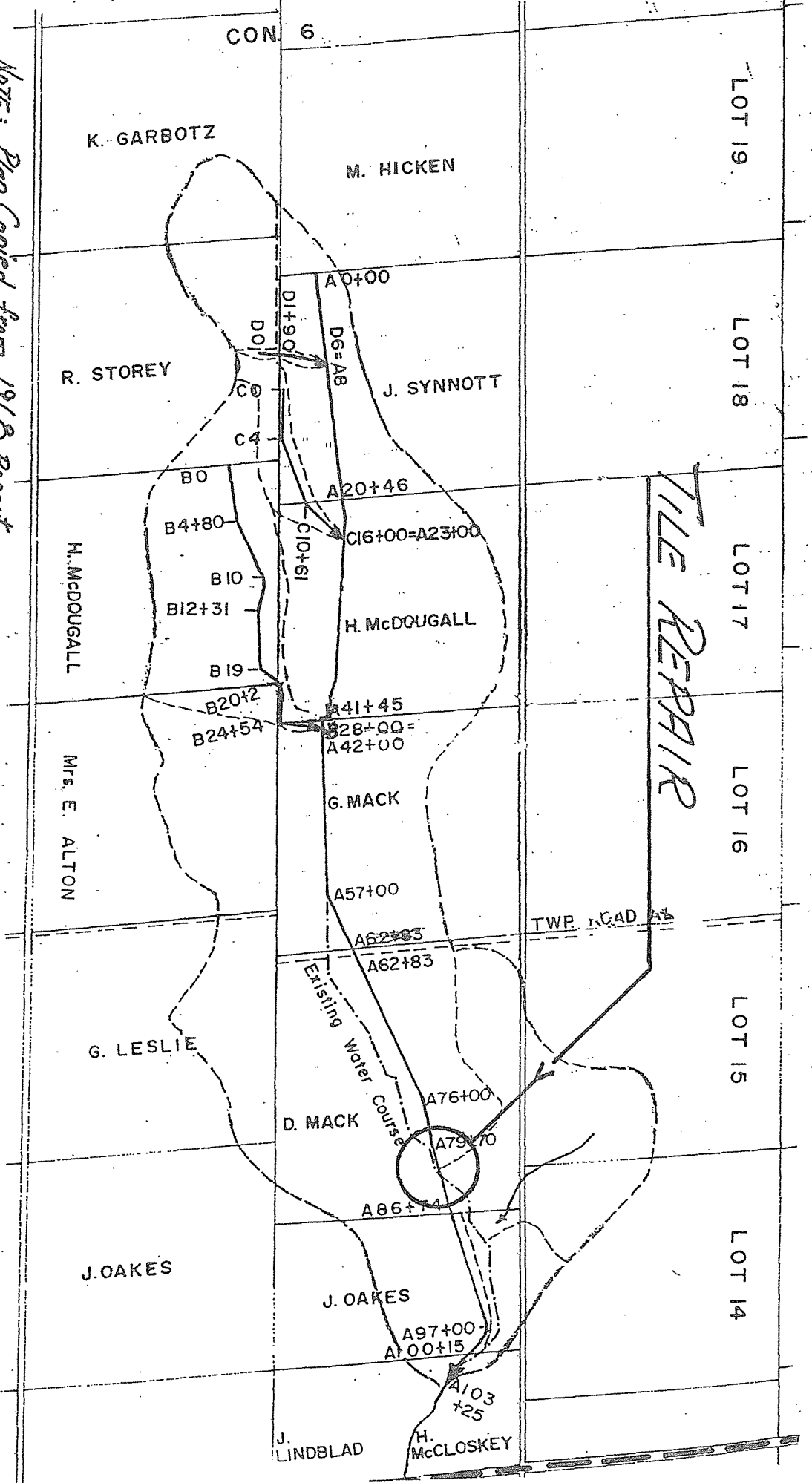
Gerd Uderstadt, C.S.T.
Drainage Superintendent

NOTE: Plan Copied from 1968 Report
(Former Township of Ermaosa)

MACK DRAINAGE WORKS

TOWNSHIP of GUELPH/ERMAOSA
Maintenance and Repair 2014

Dated: July 2014
Gerd Uderstadt
Drainage Superintendent



Eden Mills Writers' Festival
PO Box 523
Rockwood, On
N0B2K0

July 8, 2014

Chris White and Council Members
Township of Guelph/Eramosa
8348 Wellington 124
PO Box 700
Rockwood, On
N0B2K0

Re: Eden Mills Writers' Festival – Sunday, September 14th, 2014

Dear Chris White and Council Members,

This letter is to let you know about the upcoming 26th annual Writers' Festival in Eden Mills, September 14th, 2014.

In the past, the township has been most generous in their support by providing us with signage, a water cooler with containers, picnic tables, garbage cans, garbage bags, parking vests, traffic control equipment and recycling bins. We are very appreciative of this support and this letter is to ask for its continuation at this year's festival.

Thank you for your consideration.

Sincerely,

Les Zawadzki

Operations Director
Eden Mills Writers' Festival

Applicant's Full Name: Lisa Dolderman

Applicant's Full Address: 7197 Wellington Road 30, Ariss N0B 1B0

Applicant's Phone Number

Home [REDACTED]

Business: [REDACTED]

Group or Organization:

Event Title: Wedding

Date of Event: September 6 -7

Time of Event: 3pm Sept 6 - 1am Sept 7

(If event is being held over more than one day, specify times for each day)

Description of Event: *(include the source and sounds or vibration in respect to which the exemption is being sought):*

Music played on stereo system for an outdoor wedding - to end at 1am, approx number of guests is 75

State which section(s) of the By-law you are seeking an exemption from:

Section 4

Schedule 2-2

Section 4

Schedule 2-4

Signature:

Lisa Dolderman

Date:

July 29, 2014

Title:

Lisa Dolderman - property owner.

Reset Form

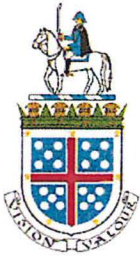
Print Form

Personal information on this form is collected under the legal authority of the Municipal Act, S.O. 2001, c.25 as amended. The information is collected and maintained for the purpose of creating a record public pursuant to Section 27 of the Municipal Freedom of Information and Protection of Privacy Act. Questions about this collection should be directed to the Clerk's Office. 519-856-9596 ext. 125.

Alternate formats of this form are available upon request

RECEIVED

JUL 24 2014

TOWNSHIP OF
GUELPH / ERAMOSA

COUNTY OF WELLINGTON

PLANNING AND DEVELOPMENT DEPARTMENT
GARY A. COUSINS, M.C.I.P., DIRECTOR
TEL: (519) 837-2600
FAX: (519) 823-1694
1-800-663-0750

ADMINISTRATION CENTRE
74 WOOLWICH STREET
GUELPH, ONTARIO
N1H 3T9

July 21, 2014

Mayor Chris White and Guelph / Eramosa Council
Township of Guelph-Eramosa
8348 Wellington Road 124
P.O. Box 3000
Rockwood, ON N0B 2K0

Dear Mayor White and Guelph / Eramosa Council:

I am writing Wellington Councillors to invite them to join us in celebrating the tenth anniversary of our Green Legacy Programme.

To date, we have seen over 1,500,000 trees planted and thousands of students involved with growing trees. Our local municipalities have been strong partners in promoting tree planting, and we thank you. The Green Legacy Committee felt it important to recognize this milestone.

We have purchased a small bronze plaque for each of Wellington's municipalities (photo attached). This could be mounted inside your municipal office or outside. We can also provide a larger potted tree from our nursery, if you would like a ceremonial tree planting. A member of the Green Legacy Committee would be glad to attend a ceremony, and say a few words if you would like.

We leave it up to you to determine how you want to celebrate our accomplishments. September or early October might be suitable times. Please let me know how you would like to participate and how we can assist.

Sincerely,

A handwritten signature in blue ink that reads "Mark Van Patter".

Mark Van Patter, RPP, MCIP [519.837.2600 x 2080]
Chair, Green Legacy

C: Councillor Gordon Tosh, County Ward 8



THE GREEN LEGACY

EST. 2003

**CELEBRATING 10 YEARS
OVER 1.5 MILLION TREES PLANTED**

**The Corporation of the Township of
Guelph/Eramosa**

By-law Number 55/2014

**A By-law to delegate certain authority
to the Chief Administrative Officer (CAO)
during the election period.**

WHEREAS by Section 275 of the *Municipal Act, S.O. 2001, c. 25, as amended*, provides that certain actions of Council may be restricted after nomination day or election day in an election year;

WHEREAS such actions are not restricted if those actions have been delegated by Council prior to nomination day or election day, as the case may be;

WHEREAS the Council of the Township of Guelph/Eramosa deems it to be in the interest of the efficient administration of the Township that certain actions not be delayed during the election period;

NOW THEREFORE, the Council of the Corporation of the Township of Guelph/Eramosa enacts as follows:

1. The Chief Administrative Officer is hereby delegated authority to hire employees of the municipality within the election period.
2. This By-law shall come into effect on September 12, 2014 at 2:00 p.m., only if the Clerk has determined that the criteria in Section 275(1) of the Municipal Act, 2001, applies to this Council or at such later date as the Clerk makes the determination.
3. The authority under this By-law expires at 11:59 p.m. on November 30, 2014.

READ three times and finally passed
this **11th** day of **August, 2014**.

Chris White, Mayor

Meaghen Reid, Clerk

**The Corporation of the Township of
Guelph/Eramosa**

By-law Number 56/2014

**A By-law to authorize the Mayor and Clerk
to enter into a Lease Agreement between the Corporation of
the Township of Guelph/Eramosa and Rocking Horse Early
Learning Centre Inc.**

WHEREAS the Corporation of the Township of Guelph/Eramosa and Rocking Horse Early Learning Centre Inc. mutually agreed to enter into a Lease Agreement; and

WHEREAS the Township deems it expedient to enter into a Lease Agreement with the Rocking Horse Early Learning Centre.;

NOW THEREFORE, the Council of the Corporation of the Township of Guelph/Eramosa hereby enacts as follows:

1. That the Mayor and Clerk are hereby authorized to execute a Lease Agreement attached hereto as Schedule “A”, between the Corporation of the Township of Guelph/Eramosa and the Rocking Horse Early Learning Centre.; and
2. That the Clerk is hereby authorized to affix the seal of the Corporation to the agreement.

READ three times and finally passed
this **11th** day of **August, 2014**.

Chris White, Mayor

Meaghen Reid, Clerk

THIS LEASE made the day of , 2014.

BETWEEN:

**The Corporation of the Township
Of Guelph/Eramosa**

hereinafter the "**LANDLORD**"
OF THE FIRST PART

- AND -

Rocking Horse Early Learning Centre Inc

hereinafter the "**TENANT**"
OF THE SECOND PART

WHEREAS:

1. The Landlord is the owner of the lands described in the attached Schedule "A" on which a Community Centre (the "Building") is erected.

2. The Landlord has agreed to lease to the Tenant approximately two thousand, eight hundred and eighty-two (2,882) square feet in the basement of the Building shown as the unshaded portion of the floor plan attached as Schedule "A" hereto (the "Premises") together with (1) the use of the fixtures and fittings therein; (2) the use in common with other persons entitled thereto of the entrance hall, staircases and corridors in the Building shown in schedule "A" in red shading for the purpose of ingress and egress to and from the offices during normal business hours; (3) the use in common with other persons entitled thereto of the parking area outside the Building; and (4) the use of the two enclosed outdoor play areas totaling approximately five thousand, two hundred and sixty-five (5,265) square feet (the "Play Area");

NOW THEREFORE IN CONSIDERATION of the rents reserved and the covenants contained in this Lease on the part of the Tenant, the Landlord leases to the Tenant the Premises for a term, as described in Schedule "B" (the "Term").

1. **TENANT'S COVENANTS**

The Tenant covenants with the Landlord as follows:

- (1) Rent - to pay basic rent as set out in Schedule "B".
- (2) Business Taxes – Intentionally deleted.
- (3) Other Taxes – intentionally deleted
- (4) Repairs - to operate, maintain and keep the Premises and the Play Area, including any outdoor equipment in such good order and condition inside as they would be kept by a reasonably careful owner to the minimum Health and Safety Standards and as required by the Day Nurseries Act or its successor legislation for a licensed day care centre and promptly to make all needed repairs and replacements as shall be reasonably necessary; provided, however, that the foregoing obligations of the Tenant shall not include repairs, save and except for outdoor equipment and play areas, required by reasonable wear and tear, or damage by fire, lightning, tempest, explosion, impact, aircraft, acts of God or the Queen's enemies, riots, insurrection, structural defects or other perils against which insurance is carried in respect of the Premises.
- (5) Insurance premiums – Intentionally deleted.
- (6) Compliance with laws - to comply promptly with and conform to the requirements of all applicable statutes, laws, by-laws, regulations, ordinances and orders at any time in force during the Term which affect the condition, equipment, maintenance, use or occupation of the Premises and with every applicable regulation, order and requirement of the Canadian Fire Underwriters Association or any body having similar functions or of any liability or fire insurance company by which either the Landlord or the Tenant may be insured at any time during the

Term; provided that if the Tenant defaults under the provisions of this paragraph, the Landlord may comply with the requirements of this paragraph and the Tenant shall forthwith pay all costs and expenses incurred by the Landlord in so doing and all such costs shall be recoverable by the Landlord as additional rent.

- (7) Notice of damage - in the event of substantial damage to the Premises by any cause, to give notice in writing of it to the Landlord forthwith upon becoming aware of it.
- (8) Permit Landlord to view state of repair - to permit the Landlord at all reasonable times to enter upon and view the state of repair of the Premises and to comply with all reasonable requirements of the Landlord with regard to the care, maintenance and repair of them, to the extent that the Tenant is responsible under this Lease for such care, maintenance and repair, provided that except in an emergency any inspection shall be made during business hours only and upon twenty-four hours prior notice to the Tenant.
- (9) Telephone - to pay in every year during the Term all rates and charges for telephone services supplied to or used on the Premises and to indemnify the Landlord against all costs and charges in respect of them.
- (10) Heat - to heat the Premises during the Term to such temperature as may be necessary to prevent damage to it by frost.
- (11) To deliver up the Premises and Play Area in good condition - upon the expiration of the Term, to quit the Premises and Play Area and deliver them to the Landlord in the same condition and in as good a state of repair and operating condition as they were in at the commencement of this Lease, damage by fire, lightning, tempest, any additional perils from time to time defined and covered in the standard fire insurance broad extended coverage contract in use during the Term, structural defects, act of God, or acts of the Landlord, its servants, agents or workmen employed by it and reasonable wear and tear only excepted.
- (12) Use of Premises and Play Area - to use the Premises and Play Area only for the purpose of **operating a licensed day care facility, known as "Rocking Horse Learning Centre Inc."** and the Tenant shall not carry on or permit to be carried on in the Premises and Play Area any business or activity which shall be deemed by the landlord, upon reasonable grounds, to be a nuisance.
- (13) Increase in insurance premiums - the Tenant will not do or omit or permit to be done or omitted, anything upon the Premises which shall cause the rate of insurance upon the Building or any part of it to be increased and if the insurance rate is increased the Tenant shall pay to the Landlord as additional rent, in addition to any part of insurance premiums agreed to be paid by the Tenant in this Lease, the amount by which the insurance premiums are increased, and that if notice of cancellation is given respecting any insurance policy or if any insurance policy upon the Building or any part of it is cancelled or its renewal is refused by an insurer or the premium is increased by reason of the use of the Premises by the Tenant the Tenant shall alter, remedy or rectify the use within fifteen (15) days after being requested so to do in writing by the Landlord, and that if the Tenant fails to do so the Landlord may at its option determine this Lease forthwith by leaving upon the Premises notice in writing and rent and any other payments for which the Tenant is liable under this Lease shall then be apportioned and paid in full to the date of determination and the Tenant shall immediately deliver up possession of the Premises to the Landlord.
- (14) Payments recoverable as arrears of rent - whenever any amount by the terms of this Lease is payable by the Tenant to the Landlord, whether as additional rent or otherwise, such amount shall be recoverable by the Landlord in the same manner as if such amount were rent in arrears under this Lease and the Landlord shall be entitled to take any action as for rent in arrears under this Lease and that if the Tenant fails to pay any sum required to be paid by it under the provisions of this Lease to any person, firm or corporation other than the Landlord, the Landlord shall have the right to pay such sum and to recover it as rent in arrears under this Lease;
- (15) Assignment - not to assign or sublet the Premises or any part thereof without leave of the Landlord; provided that:

- (a) such leave shall not be unreasonably withheld;
 - (b) the Tenant shall have the right to assign or sublet the Premises, or any part thereof, to a subsidiary or affiliated company of the Tenant, or to a company the majority of the issued voting shares of which are owned beneficially by the Tenant, without the consent of the Landlord;
 - (c) should the Tenant assign or transfer this Lease, the Tenant shall furnish to the Landlord copies of all assignments or subleases made hereunder;
 - (d) the leave of the Landlord to assign or sublet the Premises or any part thereof shall not relieve the Tenant of its obligations hereunder and shall not operate as a waiver of the requirement to seek the leave of the Landlord for any subsequent assignment or sublease.
- (16) Waiver of exemptions - notwithstanding anything contained in the Commercial Tenancies Act of Ontario or any amendments to it, none of the goods or chattels of the Tenant at any time on the Premises shall be exempt from levy by distress for rent in arrears and upon any claim being made for an exemption by the Tenant or in any action brought to test the right to the levy of distress upon goods exempt by the Act this covenant may be pleaded as an estoppel against the Tenant and the Tenant waives every benefit that might have accrued to it by virtue of the Act but for this covenant.
- (17) Inspection and repairs - to permit the Landlord and its agents at all reasonable times to inspect and make repairs to the Premises or any parts of them; provided that any such agent may be required by the Tenant to produce an order to that effect signed by the Landlord; and provided further that except in an emergency any inspection shall be made during business hours only and upon twenty-four hours prior notice to the Tenant, and that any repairs except in an emergency shall be effected at such time and in such manner as will not unreasonably interfere with the use by the Tenant of the Premises or the conduct of the Tenant's business.
- (18) Indemnity - to indemnify the Landlord against all liabilities, costs, fines, suits, demands and actions and causes of action of any kind for which the Landlord may become liable by reason of any breach, violation or non-performance by the Tenant of any covenant, term or provision of this Lease, or any injury, death, or damage to property, occasioned to or suffered by any person or any property by reason of any act, neglect or default by the Tenant or its servants, employees, agents, sublessees or licensees or invitees on the Premises.
- (19) No liability on Landlord - the Landlord shall not, in any event, be liable for personal injury or death sustained by, or for any loss of or damage to any property, including cars and contents thereof, belonging to employees, servants, agents, sublessees, licensees or invitees of the Tenant on the Premises no matter how caused, and in particular which may be caused or occasioned by steam, electricity, gas, fumes, vapour, waterworks, rain water, other water, sleet, snow, ice, melted sleet, snow or ice, which may leak, issue or flow from the Premises or from any part of the Building and appurtenances or which may leak, issue or flow into the Premises from any other part of the Building or from any water, steam, sprinkler or drainage pipe or plumbing works situate in the Premises or in the Building or partly in one and the other, or which may be caused or occasioned or attributable to the condition or arrangement of any electrical or other wiring or caused or occasioned by snow or ice or other substances or obstructions on the sidewalks, driveways, roads, streets and grounds in or appurtenant to the Building or caused or occasioned by the defective condition or lack of repair or disrepair thereof or by any defect in any machinery or equipment in the Building or in the operation thereof by the Tenant or by any defects in or the misrepair or non-repair of the Premises or of the Building, and the Tenant shall indemnify the Landlord from all liabilities, demands and causes of action of any nature or any expense for such injury, death, loss or damage as above and maintain proper policies of insurance indemnifying the Landlord against damage or loss occasioned by the maintenance or operation of any steam or hot water boiler in the Premises in a reasonable amount; provided, however, that nothing contained in this Lease shall require the Tenant to indemnify the Landlord against any demands or actions for damages arising out

of the willful acts or misconduct of the Landlord, its officers, employees, servants or agents.

- (20) Insure own equipment - to insure its own equipment, fixtures, and other contents, as well as plate glass windows, in the demised Premises.
- (21) Certificate of Insurance - to provide the Landlord with a certificate of liability insurance noting the Landlord as co-insured covering the Tenant in respect of the Premises and its operations therein with limits of not less than Two Million Dollars (\$2,000,000.00) inclusive for injuries to or death of persons or damage to property.
- (22) Damage to floor from heavy weights - that it will not bring upon the Premises or the Building or any part thereof any machinery, equipment, article or thing that by reason of its weight, size or use might damage the floors of the Premises or the Building and that if any damage is caused to the Premises or to the Building by any machinery, equipment, article or thing, or by overloading or by any act, neglect or misuse on the part of the Tenant or any of its servants, agents or employees or any person having business with the Tenant, the Tenant will forthwith repair such damage or pay the cost of repairs to the Landlord.
- (23) Cleanliness of Premises - to keep the Premises and Play Area and every part thereof in a clean and tidy condition and not to permit waste paper, garbage, ashes or waste or objectionable material to accumulate thereon.
- (24) Receipts - to produce to the Landlord on request satisfactory evidence of the due payment by the Tenant of all payments required to be made by the Tenant under this Lease.
- (25) No liens - the Tenant covenants that it will not permit or cause anything to be done on the Premises or with respect to the Premises which may result in any liens, lis pendens or judgment being imposed upon the Premises. If any lien or encumbrance is registered against the property, then the Tenant shall forthwith, at its own expense, cause the same to be removed by payment thereof or posting security in an appropriate court or any other like proceeding.
- (26) No registration - the Tenant agrees not to register this Lease in the Land Registry Office.
- (27) No additions or alterations – the Tenant agrees not to make any alterations or additions to the Premises without the prior consent of the Landlord.

2. LANDLORD'S COVENANTS

The Landlord covenants with the Tenant as follows:

- (1) Quiet enjoyment - for quiet enjoyment.
- (2) Maintenance - to maintain the driveways, entrances, and parking areas on the lands described in Schedule "A" in reasonable condition for their use by the Tenant, its agents and employees, its licensees and invitees and to keep the driveways, entrances and parking areas reasonably clear of snow and ice.
- (3) Responsibility for structure - to repair, maintain and replace any portion of the foundations, roof, floors, walls, ceiling and plumbing and heating facilities (save for Tenant's fixtures or improvements) found to be defective by reason of design, materials, workmanship or unsatisfactory soil conditions, it being the intention that the Landlord shall be responsible for structural defects and for maintenance as required by Day Nurseries Act; provided that if 15 days after being requested to do so by the Tenant in writing the Landlord fails to repair or replace any portion of the Premises which provides deficient the Tenant may make the repair or replacement and deduct the cost of such work from the rent payable under this Lease, or terminate this Lease.
- (4) Signs - the Tenant may erect and maintain advertising signs, as approved by the Landlord; provided that the Tenant shall be responsible for installing and

maintaining its own advertising signs, which signs shall be removed by the Tenant on the termination of the term or renewals; and,

- (5) HVAC – to repair and maintain the heating and air conditioning units.
- (6) Utilities – to supply at the Landlord's expense alarm system service, hydro, gas, hot and cold water to the washbasins and toilets on the Premises.
- (7) Insurance – to keep the Building and premises insured against loss or damage by fire.
- (8) Documentation – the Landlord shall provide copies of the annual fire inspection to the tenant.

3. PROVISOS

Provided always and it is agreed as follows:

- (1) Net lease - the rent, including additional rent, payable under this Lease shall be net to the Landlord and clear of all taxes (except the Landlord's corporate and income taxes for which the Landlord is responsible), insurance premiums and any other costs arising from or relating to the Premises except as in this Lease and except those costs arising by virtue of any act or omission of the Landlord or any obligation of the Landlord, and the Tenant shall, subject as provided in this paragraph, pay all charges of every nature relating to or incurred in respect of the Premises for any reason and there shall be no reduction or abatement of the rent or additional rent or other amounts reserved in the event of the Premises or any part of them or their appurtenances being rendered unusable or depreciated in value or damaged or destroyed for any reason, excepting damage or destruction caused by fire, lightning, tempest, structural defects, acts of God or of the Landlord, its servants, agents or workmen employed by or for it or any additional perils from time to time defined and covered in any standard fire insurance broad extended coverage contract from time to time in use during the Term.
- (2) Assignment by Landlord as security - the Landlord may assign its rights under this Lease to a lending institution as collateral security for a loan to the Landlord, and if such an assignment is given and executed by the Landlord and notification of it is given to the Tenant this Lease shall not be cancelled or modified for any reason whatsoever except as provided, anticipated or permitted by the terms of this Lease or by law, without the consent in writing of such lending institution. The Tenant recognizes the right of the Landlord under this Lease to mortgage, charge, transfer or assign to a mortgagee or trustee for bondholders and in the event of the Landlord's default under any such instrument and the mortgagee or trustee, as the case may be, duly entering into possession of the Premises, the Tenant hereby agrees to attorn to and to become the Tenant of such mortgagee or trustee under the terms of this Lease; provided that the mortgage, charge, transfer or assignment shall permit the Tenant to continue in quiet possession of the Premises in accordance with the conditions of this Lease as long as the Tenant is not in default under it whether the mortgage or charge is in good standing and nothing herein shall be construed so as to postpone or subordinate this Lease and everything contained in it, including any options to purchase or first rights of refusal contained herein.
- (3) Fixtures - the Tenant may remove its fixtures but shall not remove or carry away from the Premises any leasehold improvements including plumbing, electrical wiring, communication or computer wiring, heating, ventilating plant or equipment or other building service, ceiling, wall, door or door hardware or wall to wall broadloom.
- (4) Insolvency of Tenant - if the Term or any of the goods or chattels of the Tenant are at any time seized or taken in execution or in attachment by any creditor of the Tenant, or if a writ of execution issues against the goods and chattels of the Tenant and remains unsatisfactory for ten (10) days, or if the Tenant executes any chattel mortgage or bill of sale of any of its goods or chattels, other than of bill of sale of goods in the ordinary course of the Tenant's business, or if the Tenant makes any assignment for the benefit of creditors or any bulk sale or is adjudged bankrupt or insolvent by any court of competent jurisdiction under

benefit of any Act (that may be in force) for bankrupt or insolvent debtors or attempts to abandon the Premises, then the current month's rent, together with the rent for the three (3) months next ensuing and all additional rent for the three (3) months next ensuing and taxes payable under this Lease by the Tenant for the then current year, including local improvement rates (to be reckoned on the rate for the next preceding year in case the rate should not have been fixed for the current year) shall immediately become due and payable, and the Term shall, at the option of the Landlord, be determined and in each of the above cases the accelerated rent, additional rent and taxes shall be recoverable by the Landlord as rent in arrears.

- (5) Following the Tenant's goods - if the Tenant removes its goods and chattels from the Premises except in the ordinary course of business, the Landlord may follow them for thirty (30) days in the manner provided for in the Commercial Tenancies Act of Ontario.
- (6) Re-entry for non-payment of rent - the Landlord may re-enter the Premises on non-payment of rent if in arrears for thirty (30) days whether formally demanded or not.
- (7) Re-entry for non-performance of covenants - notwithstanding anything in this Lease to the contrary, if the Tenant fails to comply with any of its covenants under this Lease, except the covenant to pay rent, the Landlord may give to the Tenant notice in writing stating the default with reasonably sufficient particulars and requiring it to be remedied, and if the default is not remedied by the Tenant within fifteen (15) days after the receipt of notice or such longer period as may be reasonably necessary in view of the nature of the default, the Landlord at its option may either enter the Premises or any part of them in the name of the whole and repossess them or take steps as may be necessary to remedy the default and recover its costs incurred in so doing from the Tenant as additional rent.
- (8) Further rights of re-entry - if the Term is seized or forfeited for any of the causes set forth in paragraph 3(4), the Landlord shall have the right of re-entry given by paragraph 3(6).
- (9) Holding over - if the Tenant should hold over after the original Term or any extended term hereof, such holding over shall be deemed to be a tenancy from month-to-month only and shall have no greater effect, any custom, statute, law or ordinance to the contrary notwithstanding. Such month-to-month tenancy shall be governed by the terms and conditions hereof notwithstanding any statutory provisions or rules of law with respect to month-to-month leases, and during such period of holding over the Tenant shall be required to pay only the monthly rental previously paid by the Tenant under the terms hereof during the month immediately preceding the expiration or termination of this Lease.
- (10) Condonation no waiver of subsequent default - any condoning, excusing or overlooking by the Landlord of any default, breach, or non-performance by the Tenant at any time of any covenant, proviso or condition in this Lease shall not operate to waive the Landlord's rights under this Lease in respect of any later default, breach or non-observance so as to defeat in any way the rights of the Landlord under this Lease on any such later default, breach or non-observance, and all rights and remedies of the Landlord shall be deemed to be cumulative, not alternative.
- (11) Damage - if, during the Term, the Building or any part of it is damaged by fire, lightning, tempest, structural defects, acts of God or of the Landlord or its servants, agents or workmen or any additional perils from time to time defined and covered in the standard fire insurance broad extended coverage contract in use during the Term, the following provisions shall have effect.
 - (a) if, as a result of the damage, the Premises are rendered partially unfit for occupancy by the Tenant, the rent reserved shall abate in the proportion that the part of the Premises rendered unfit for occupancy by the Tenant bears to the whole of the Premises. If the Premises are rendered wholly unfit for occupancy by the Tenant, the rent (including additional rent) shall be suspended until the Premises have been rebuilt, repaired or restored;

- (b) notwithstanding the provision of paragraph 3(11)(a), if the Building is as a result of damage rendered unfit for occupancy by the Tenant, the Landlord may terminate this Lease by notice in writing to the other given within thirty (30) days of the date of the damage and on the giving of notice this Lease shall cease from the date of the damage, the Tenant shall immediately surrender the Premises and all interest in them to the Landlord, the rent and additional rent shall be apportioned and shall be payable by the Tenant only to the date of the damage and the Landlord may re-enter and repossess the Premises discharged of this Lease. But, if within the period of thirty (30) days, Landlord does not give notice terminating this Lease, then upon the expiration of the thirty (30) days, the Landlord shall, with reasonable promptness, repair or restore the Premises and the rent shall be suspended until the Premises have been rebuilt, repaired or restored;
 - (c) notwithstanding the provision of paragraph 3(11)(a), if the Building is incapable of being rebuilt, repaired or restored with reasonable diligence within one hundred and twenty (120) days of the occurrence of the damage, the Landlord or the Tenant may terminate this Lease by notice in writing to the other given within thirty (30) days of the date of the damage and on the giving of notice this Lease shall cease from the date of the damage, the Tenant shall immediately surrender the Premises and all interest in them to the Landlord, the rent and additional rent shall be apportioned and shall be payable by the Tenant only to the date of the damage and the Landlord may re-enter and repossess the Premises discharged of this Lease. But, if within the period of thirty (30) days, neither the Tenant nor the Landlord gives notice terminating this Lease or if within that period they agree not to give notice, then upon the expiration of the thirty (30) days or upon a date agreed between the Landlord and the Tenant, whichever shall be the earlier, the Landlord shall, with reasonable promptness, repair or restore the Premises and the rent shall be suspended until the Premises have been rebuilt, repaired or restored;
- (12) Apportionment of outgoings - upon the commencement and upon the termination of this Lease, the Landlord and the Tenant shall apportion between themselves, as of these dates, all items of taxes, water rates and other matters of a similar nature and insurance premiums to the intent that the burden of them shall be borne by the Landlord until the commencement of this Lease and then by the Tenant until it shall deliver up possession of the Premises.
- (13) For sale or rent signs - the Landlord may, during the three (3) months before the termination of the Term, place upon the Premises a notice of reasonable dimensions and placed so as not to interfere with the Tenant's business, stating that the Premises are for sale or to let, and the Tenant shall not remove such notice or permit it to be removed.
- (14) Notices - any notice or delivery to be given under this Lease shall be sufficiently given if mailed by prepaid registered mail, if delivered by personal service or sent by telegram or telecopies to the parties at their respective addresses set out in Schedule "G". If mailed by prepaid registered mail, notice shall be deemed to have been given or made on the fifth (5th) day following the date of mailing, otherwise on the date of personal delivery or sending; provided that either party may change its address by written notice to the other and in such event this paragraph shall be deemed to be amended accordingly.
- (15) Termination – if the Tenants license to operate a day care/day nursery is revoked, the Landlord may terminate this Lease and re-enter the Premises.
- (16) Delivery of Premises – the Tenant agrees to accept the Premises on an "as is" basis.

4. OPTION TO RENEW

The Tenant shall have the option to renew this Lease upon the terms and conditions set out in Schedule "D".

5. FIRST RIGHT OF REFUSAL

There shall be no first right of refusal to purchase the lands described in the attached Schedule "A".

6. EARLY TERMINATION

- (1) The Tenant shall have the option to terminate this Lease effective on the date specified in the notice of termination (the "Termination Date") provided it complies with the following:
 - (a) the Tenant shall deliver to the Landlord at least six months prior to the Termination Date, a written notice of the exercise of this right; and
 - (b) on the Termination Date, the Tenant shall pay to the Landlord, by certified cheque, an amount equal to six months' rent, including additional rent, otherwise payable under this lease.
- (2) If the Tenant exercises this termination right, the Tenant shall deliver up vacant possession of the Premises on the Termination Date, and the rent, including additional rent, for the current month shall be apportioned and paid to the Termination Date, and this Lease will be fully and completely ended as of the Termination Date.

7. ARBITRATION

- (1) In the case of any dispute between the Landlord and the Tenant during the Term, and any renewal, as to any matter arising under this Lease, either party shall be entitled to give to the other party notice of the dispute and demand arbitration thereof and, after giving notice and demand, each party shall at once appoint an arbitrator and the appointees shall jointly appoint a third arbitrator. The decision of any two of the three arbitrators so appointed shall be final and binding upon the parties who covenant with each other that their disputes shall be decided by arbitration alone and not by recourse at law;
- (2) If within ten (10) days the two arbitrators appointed by the parties do not agree upon a third arbitrator, or if the party who had been notified of a dispute fails to appoint an arbitrator, then a third arbitrator or an arbitrator to represent the party in default may, upon petition of the party not in default, be appointed by a judge of the Supreme Court of Ontario. The cost of arbitration shall be apportioned between the parties as the arbitrators may decide.

8. SEVERABILITY

If any term or provision of the Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

9. INTERPRETATION

This Lease and anything contained in it shall extend to, bind and enure to the benefit of the successors and assigns of each of the parties to it subject to the consent of the Landlord being obtained, as provided, to any assignment or sublease by the Tenant and, where there is more than one Landlord or Tenant or where the Landlord or Tenant is a male, female or a corporation, the provisions of this Lease shall be read with all grammatical changes rendered necessary. All covenants contained in this Lease shall be deemed joint and several and all rights and powers reserved to the Landlord may be exercised by either the Landlord or its agent or representatives.

SIGNED, SEALED AND DELIVERED

In The Presence Of

Per:

ASO

Per:

ASO

SCHEDULE "A"

1. The "leased area" is located at Rockmosa Community Center, 74 Christie Street, Rockwood, Ontario.
2. The "leased area" shall consist of approximately 2,882 square feet on the lower level of the Community Centre along with the common entrance way and hallway shared with the East Wellington Advisory Group (depicted in red in the diagram below), approximately 5,265 square feet of outdoor play area, and a common parking area shared with other facility users.
3. In addition staff members of the Rocking Horse Learning Centre Inc. shall have full keyed access to the washrooms attached to the main rental hall for use by Staff members; with the condition that the separation door remains closed and locked with the exception of the hours of Monday to Friday 3:30pm-4:30pm
4. Additionally after-school programs will have full use of the washrooms attached to the main rental hall, Monday to Friday from September 1 to June 30 between the hours of 3:30pm-4:30pm, with the following conditions:
 - a. That the hall is vacant without a rental
 - b. That the washrooms are checked, replenished with product and cleaned daily
 - c. That the entrance and use of the washrooms be monitored by adult supervision for the aforementioned period.
 - d. That the Township be compensated for the extended use of these facilities in the amount of \$125 per month of use.
 - e. That this privilege of extended use can be terminated by either party with 30 days written notice.

SCHEDULE "B"

1. The initial term shall be one year from the 1st day of September, 2014 to be fully completed and ended on the 31st day of August ,2015 .
2. Basic rent shall be calculated at a rate as follows:

First year - \$1,593.19 per month +HST
3. Basic rent is to be paid monthly, in advance by 12 posted dated cheques, the first payment to be made on the 1st day of September, 2014.

SCHEDULE "C"

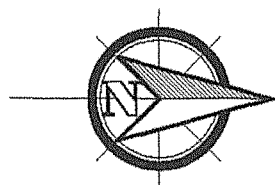
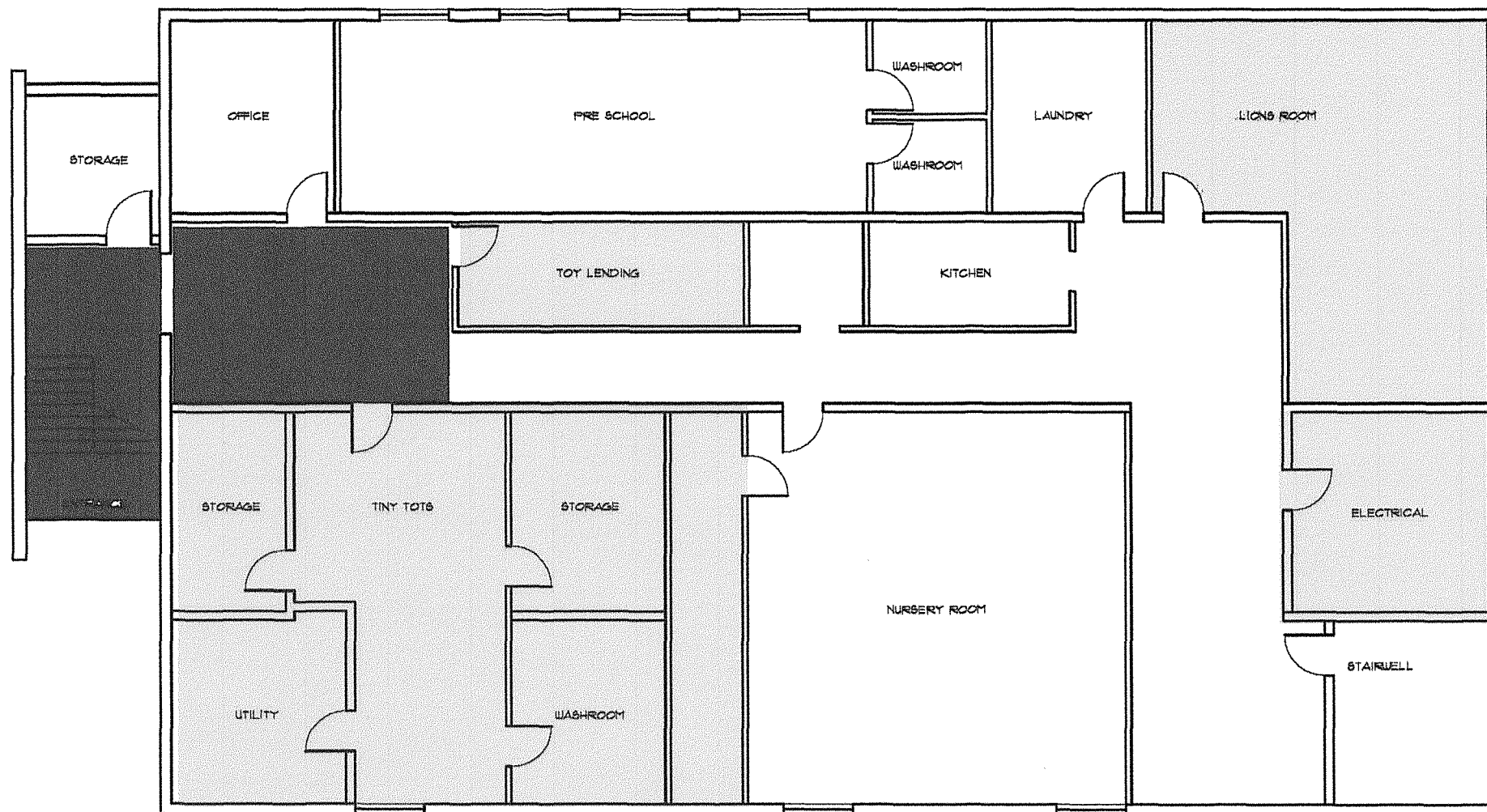
1. Corporation of the Township of Guelph/Eramosa
P.O. Box 700
Wellington Road 124
Rockwood, Ontario
N0B 2K0

2. Rocking Horse Early Learning Centre Inc.
c/o Julie and Anthony Traversa
97 Huron St. W
PO Box 243
Thornbury, On
N0H 2P0

SCHEDULE "D"

1. The Landlord grants to the Tenant the option to renew this Lease for one (1) consecutive term of 3 years. The renewal pursuant to this proviso shall be on the terms and conditions contained in this Lease except:
 - (a) there shall be no additional right of renewal after the first renewal, and,
 - (b) the rent payable by the Tenant in the renewal period shall be as agreed between the Landlord and the Tenant.
2. Any notice of renewal shall be given no later than three (3) months prior to the expiration of the Term of the renewal period.

Schedule "A"



BASEMENT

FIRE ESCAPE PLAN
 ROCKMOSA COMMUNITY
 HALL
 ROCK WOOD, ONTARIO

DRAWN BY	AH	PROJECT No.	-	SHEET No. 2
DESIGNED BY	AH	DATE	MARCH 2008	
APPROVED BY	AH	SCALE	NTS	

**The Corporation of the Township of
Guelph/Eramosa**

By-law Number 57/2014

**A By-law to authorize the Mayor and Clerk
to enter into a License Agreement between the Corporation of
the Township of Guelph/Eramosa and East Wellington
Community Services.**

WHEREAS the Corporation of the Township of Guelph/Eramosa and East Wellington Community Services mutually agreed to enter into a License Agreement; and

WHEREAS the Township deems it expedient to enter into a License Agreement with the East Wellington Community Services;

NOW THEREFORE, the Council of the Corporation of the Township of Guelph/Eramosa hereby enacts as follows:

1. That the Mayor and Clerk are hereby authorized to execute a License Agreement attached hereto as Schedule “A”, between the Corporation of the Township of Guelph/Eramosa and the East Wellington Community Services; and
2. That the Clerk is hereby authorized to affix the seal of the Corporation to the agreement.

READ three times and finally passed
this **11th** day of **August, 2014**.

Chris White, Mayor

Meaghen Reid, Clerk

THIS LICENSE AGREEMENT made this day of , 2014

Between:

THE CORPORATION OF THE TOWNSHIP OF GUELPH/ERAMOSA

(hereinafter the "Township")

-and-

EAST WELLINGTON COMMUNITY SERVICES

(hereinafter the "Licensee")

WHEREAS the Township owns and operates the facility known as Rockmosa Community Centre located in Rockwood, Township of Guelph/Eramosa, County of Wellington;

AND WHEREAS the Licensee wishes to use an area in the basement of the Rockmosa "Tot Time/Toy Time";

NOW THIS AGREEMENT WITNESSES THAT in consideration of the mutual covenants herein and subject to the terms and conditions in this Agreement, the parties agree as follows:

1. DEFINITIONS

The following terms are used in this Agreement as defined in this paragraph:

- (1) "Licensed Area" shall mean that part of the basement area of the Rockmosa Community Centre that is shaded in Schedule A attached hereto.

2. GRANT OF LICENSE

- (2) Subject to the terms and conditions of this agreement, the Township grants to the Licensee a non-exclusive license to occupy the Licensed Area for the purposes of operating a toy lending library and a drop – in centre for the benefit of residents within the Township of Guelph/Eramosa during the hours of 9:00 am to 5:00 pm, Monday to Friday, each and every week during the term herein.
- (3) In addition to the Lease granted herein, the Licensee shall have the right of ingress and egress for its employees and personnel to access the Licensed Area, and use of washroom facilities by its employees during the designated hours only. Access to the Licensee shall be limited to the foregoing areas without permission of the Township and no personnel of the Licensee are permitted beyond those areas.
- (4) In the event that the Licensed Area is to be used by the Township, or any person authorized by the Township, during the designated hours, the Township agrees to provide the Licensee with forty-eight (48) hours notice.

- (5) The Licensee, at all times, shall keep the Licensed Area in a clean and sanitary condition and in accordance with all applicable laws and regulations and to keep the Licensed Area in good order and in good repair.
- (6) The Licensee shall forthwith upon notice remove from the Licensed Area, or any other area in the Rockmosa Community Centre, signs, decorations, flyers or displays to which the Township objects, and to permit the Township to remove such things, decorations, flyers or displays.

6. LICENSEE'S WORK

- (1) Any and all renovations or changes made to the Licensed Area in connection with the Licensee's Work must be agreed to by the Township and must be made the Licensee in a good and workmanlike manner at its sole cost. The Licensee hereby agrees that the Licensed Area will be returned to its original condition, in a good and workmanlike manner, at the end of the Agreement period at its sole cost. The Licensee further agrees that if it fails to return the Licensed Area to their original state the Township may do whatever work is necessary to meet this obligation and the Licensee shall be liable to the Township for all costs associated therewith.
- (2) The Licensee shall procure the immediate removal of all liens against the community center or any part of it arising in connection with the work performed for, materials furnished to, or obligations incurred by the Licensee.

7. INSURANCE

The Licensee shall obtain and maintain for the entire term of the Agreement, at its own expense, property damage and liability insurance and insurance against loss or damage to the Licensed Area including, without limitation, loss by fire (including so-called extended coverage), theft, collision and such other risks of loss as are customarily insured by "all risks" policies on the type of Licensed Area leased and by businesses in which the Licensee is engaged, in such amounts, in such form and with such insurers as shall be satisfactory to the Township, provided however that the amount of insurance covering damage to or loss of the Licensed Area shall not be less than the full replacement value of the Licensed Area. In addition, the Licensee shall throughout the term of this licence provide and keep in force for the benefit of the Township and the Licensee general liability insurance in an amount of not less than TWO MILLION (\$2,000,000.00) DOLLARS in respect of injury to or death of any one person or property damage; that all insurance shall be effected with insurers and upon terms and conditions satisfactory to the Township. Each insurance policy will name the Licensee as an insured and the Township and its Assignees as an additional insured, and loss payee thereof, and shall contain a clause requiring the insurer to give the Township at least thirty (30) days' prior to written notice of any alteration in the terms of such policy or of the cancellation of it. At the Township's request, the Licensee shall furnish to the Township a certificate of insurance or other evidence satisfactory to the Township that such insurance coverage is in effect, provided however that the Township shall be under no duty either to ascertain the existence of or to examine such insurance policy or to advise the Licensee in the event such insurance coverage shall not comply with the requirements of this Lease. Upon failure of the Licensee to provide evidence of insurance satisfactory to the Township, the Township may purchase or otherwise proceed such insurance and the cost of it to the Township shall be deemed additional rent and shall be payable by the Licensee on demand. The Licensee appoints the Township or its agent and attorney to make claims and receive payment in accordance with the provisions of such policies. The Licensee further agrees to give the Township prompt notice of any damage to the Licensed Area or any part of it.

14. ENTIRE AGREEMENT

- (1) This Agreement and any schedule attached to it and initialed or signed by both parties contains the complete and exclusive statement of the Agreement between the parties and supersedes all prior and contemporaneous agreements, understandings, proposals, negotiations, representations or warranties of any kind, whether of any kind, whether oral or written. No oral or written representation that is not expressly contained in the Agreement is binding on the Township.
- (2) If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall be severed from the Agreement and the other provisions shall remain in full force.
- (3) A term or condition of this Agreement can be waived or modified only by written consent of both parties. Forbearance or indulgence by either party in any regard shall not constitute a waiver of the term or condition to be performed, and either party may invoke any remedy available under the Agreement or by law despite the forbearance or indulgence.
- (4) Title and paragraph headings contained in this Agreement are for the purposes of reference only, and shall not affect the interpretation of this Agreement.

15. HEIRS, SUCCESSORS AND ASSIGNS

This Agreement shall enure to the benefit of and be binding on the respective heirs, executors, administrators and assigns of each of the parties.

IN WITNESS WHEREOF the parties have affixed their respective corporate seals attested by the hands of their respective officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED

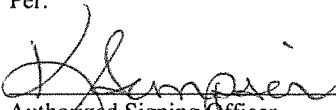
THE CORPORATION OF THE TOWNSHIP OF GUELPH/ERAMOSA

Per:

Authorized Signing Officer

EAST WELLINGTON Community Services

Per:



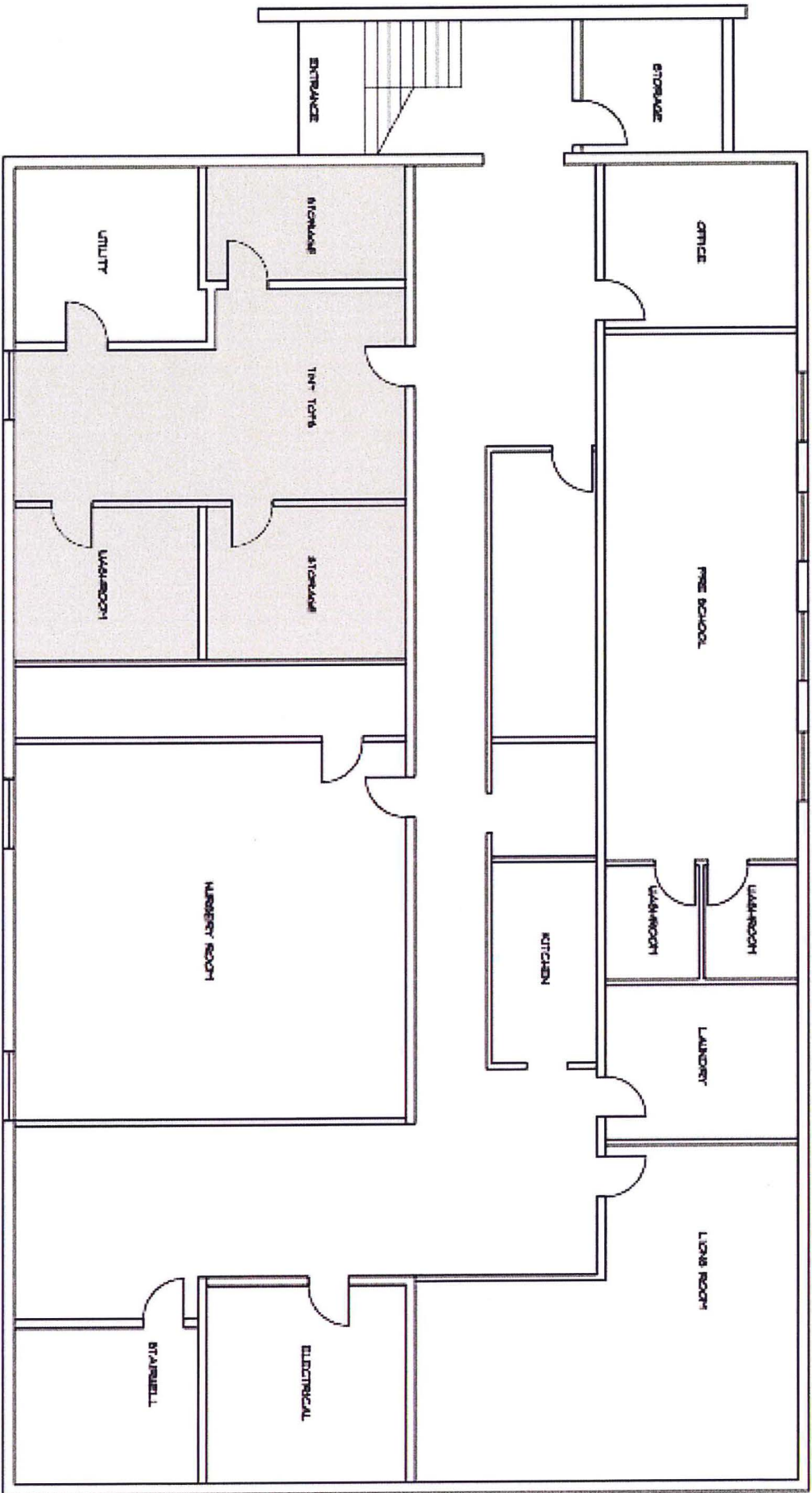
Authorized Signing Officer

SCHEDULE "B"

1. Basic rent shall be as follows:

First year	-	\$120.00 per month plus HST
Second year	-	\$123.60 per month plus HST
Third year	-	\$127.31 per month plus HST

2. Basic rent is to be paid monthly, in advance, the first payment to be made on the 1st day of September, 2014.



Schedule A

FIRE ESCAPE PLAN
ROCKMOSS COMMUNITY
HALL
ROCK WOOD, ONTARIO

BASEMENT

DRAWN BY	AAI	PROJECT No.		DRAFT No.	
DESIGNED BY	AAI	DATE	MARCH 2000		
APPROVED BY	AAI	SCALE	NTS		

**The Corporation of the Township of
Guelph/Eramosa**

By-law Number 58/2014

**A By-law for closing temporarily a
portion of the Highways known as
York Street and Barden Street, Eden Mills
for the Eden Mills Writers’ Festival**

WHEREAS the Council of the Corporation of the Township of Guelph/Eramosa has received a request from the organizers of the Eden Mills Writers’ Festival to close portions of York Street and Barden Street in Eden Mills, in order to conduct the Eden Mills Writers’ Festival on September 14, 2014, and it is deemed expedient to temporarily close the above-described portion of said Highway;

NOW THEREFORE, the Council of the Corporation of the Township of Guelph/Eramosa hereby enacts as follows:

- 1. THAT the Highways known as York Street and Barden Street in Eden Mills are hereby temporarily closed to all vehicular traffic on Sunday, September 14, 2014 from 10:30 a.m. until 6:30 p.m
- 2. THAT approval is subject to the applicant complying with the terms of conditions of the Township of Guelph/Eramosa’s Special Events Permit COR-0111, as amended.

READ three times and finally passed
this **11th** day of **August, 2014.**

Chris White, Mayor

Meaghen Reid, Clerk

**The Corporation of the Township of
Guelph/Eramosa**

By-law Number 58/2014

**A By-law for closing temporarily a
portion of the Highways known as
Eramosa-Milton Townline for the Rockwood Firefighter
Association’s Muscular Dystrophy Charity Boot Drive.**

WHEREAS the Council of the Corporation of the Township of Guelph/Eramosa has received a request from the Rockwood Firefighter Association to allow for intermittent stops along Eramosa-Milton Townline, at the intersection of Wellington Road 44, in order to conduct the Rockwood Firefighter Association’s Muscular Dystrophy Association Charity Boot Drive on September 14, 2014, and it is deemed expedient to temporarily close the above-described portion of said Highway;

NOW THEREFORE, the Council of the Corporation of the Township of Guelph/Eramosa hereby enacts as follows:

- 1. THAT the Highway known as Eramosa-Milton Townline is hereby temporarily closed to allow for intermittent vehicular traffic stops on Sunday, September 14, 2014 from 8:00 a.m. until 11:00 a.m.
- 2. THAT approval is subject to the applicant complying with the terms of conditions of the Township of Guelph/Eramosa’s Special Events Permit COR-0111, as amended.

READ three times and finally passed
this **11th** day of **August, 2014**.

Chris White, Mayor

Meaghen Reid, Clerk

Rockwood Eramosa Fire Fighter's Association



Fundraising Proposal for Muscular Dystrophy



Dear Township;

The Rockwood Eramosa Fire Fighter's Association members, are planning a 'Boot Drive' fundraising event to raise money for muscular dystrophy. We are also hopeful to deliver educational messages that focus on inclusion, awareness, and participation that are related to neuromuscular disorders, disability, and other issues important to our stakeholders.

The REFFA members are requesting 'road stops' on the weekend of September 12, 13, 14, 2014.

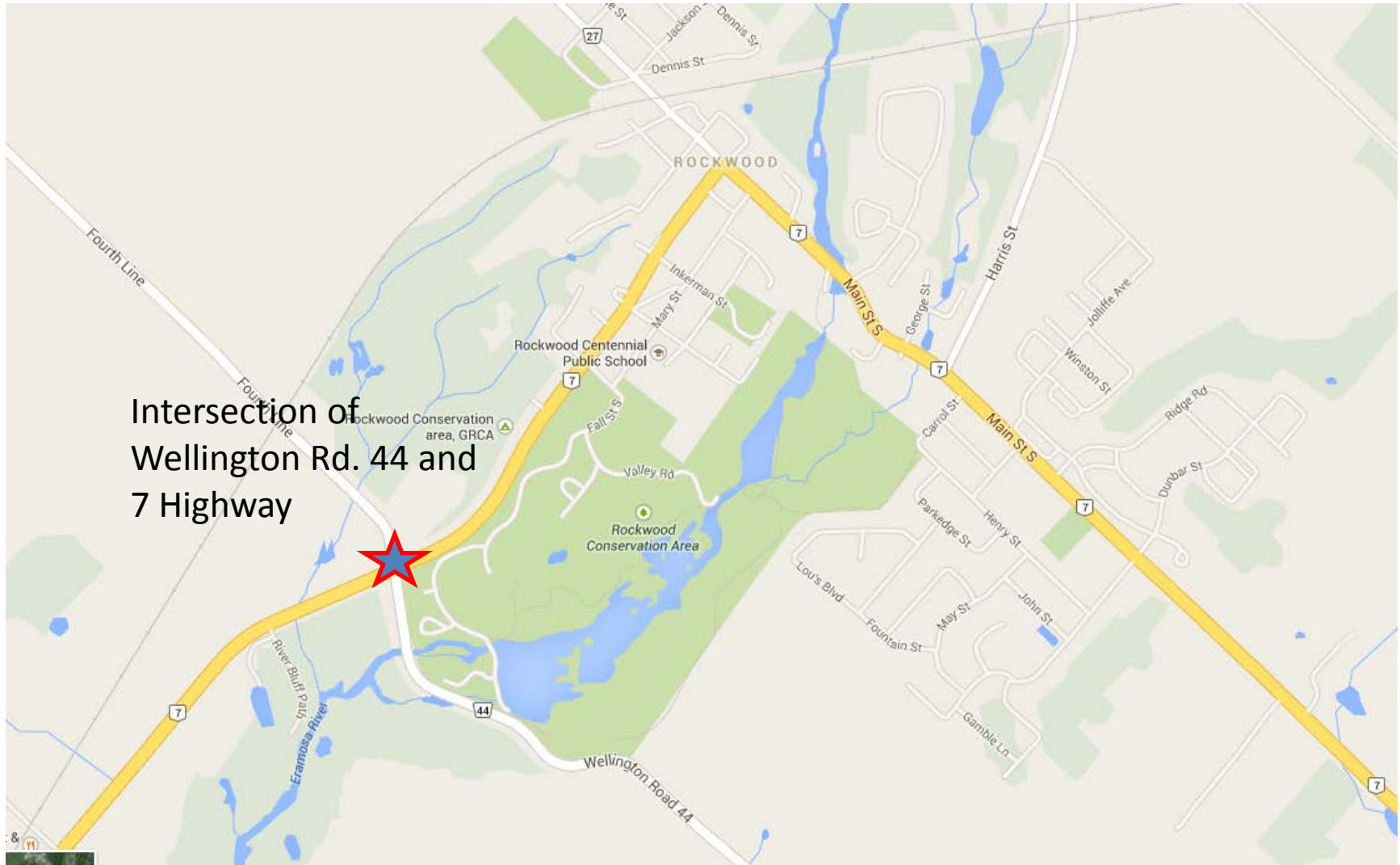
The first requested 'road stop' is on the corner of Alma Street and Wellington Rd. 44 which would take place between the hours of 1700 and 1900 Friday the 12th. This will include drivers that are travelling north and south on Wellington Rd. 44, and drivers travelling East and West on Alma Street.

For Saturday, the requested 'road stop' is on the corner of Main Street and Alma Street, Main South and MacLennan, as well, Alma and Inkerman, which would take place between the hours of 0800 and 1200 Saturday the 13th. This will include drivers that are travelling north and south on Main Street, East and West on Alma Street.

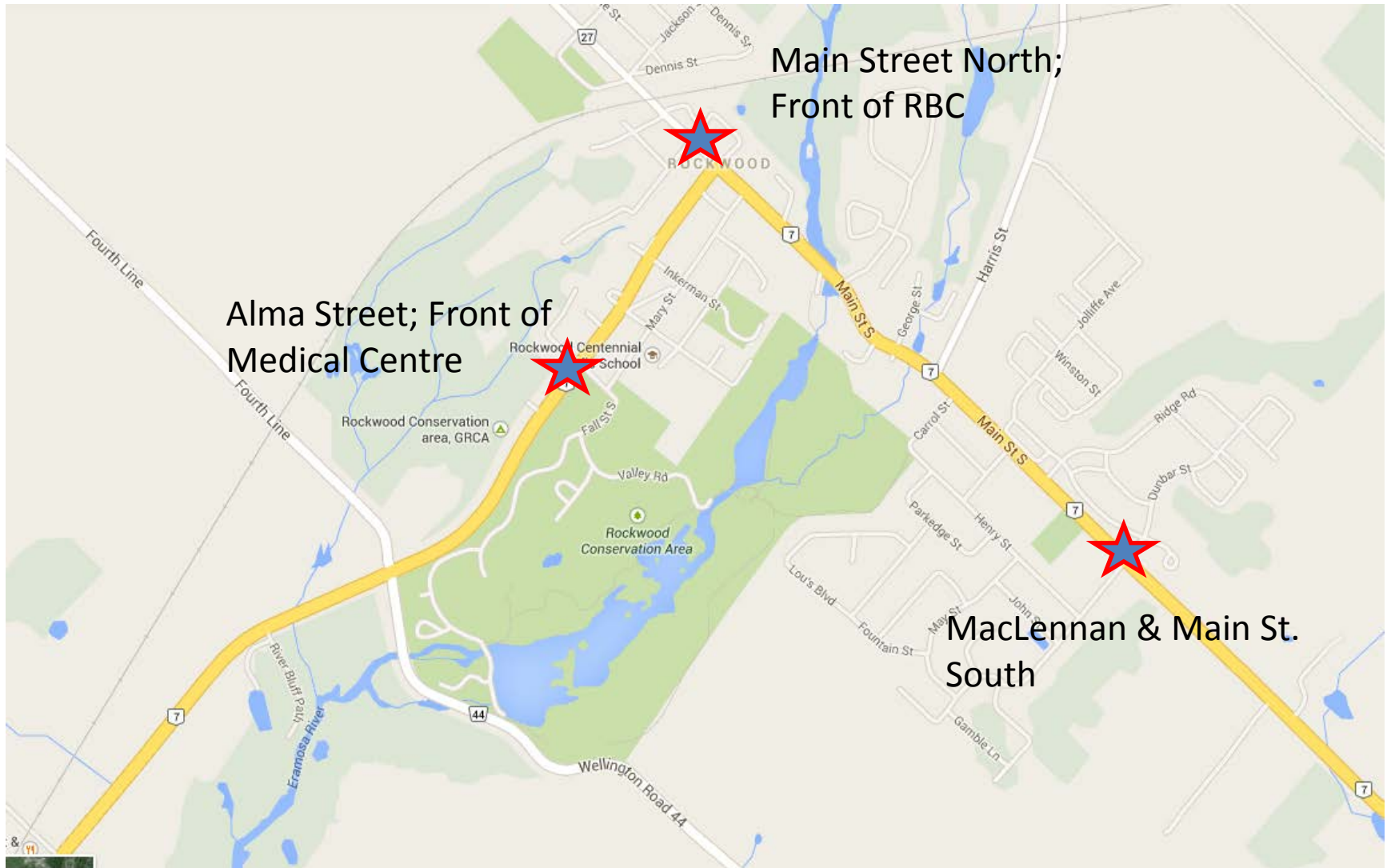
On Sunday, September the 15th, 2013 REFFA members are requesting permission for 'road stops' at the intersection of Wellington Road 44 and Eramosa Milton Townline. This would include drivers that are travelling north and south on Wellington Road 44 and drivers that are wishing to travel west on Eramosa Milton Townline.

Please review the next slides for our detailed site proposal.

Boot toll Site Proposal – Friday September 12, 1700~1900



Boot toll Site Proposal – Saturday September 13, 0800~1200



Boot Toll Site Proposal – Sunday September 14, 0800~1100



The REFFA members are hopeful for a positive response regarding the proposed road tolls and look forward to the opportunity and welcome the challenge to raise funds for Muscular Dystrophy.

Thank you for the consideration.

Kindest regards,

REFFA members

**The Corporation of the Township of
Guelph/Eramosa**

By-law Number 60/2014

**A By-law to confirm the proceedings of the
Council of the Corporation of the
Township of Guelph/Eramosa
at its meeting held on
the 11th day of August, 2014.**

WHEREAS by Section 5 of the *Municipal Act, S.O. 2001, c. 25, as amended*, the powers of a municipality shall be exercised by its council; and

WHEREAS by Section 247 of the *Municipal Act, S.O. 2001, c. 25, as amended*, the powers of every Council are to be exercised by its by-laws; and

WHEREAS it is deemed expedient that the proceedings of the Council of the Corporation of the Township of Guelph/Eramosa at their meeting be confirmed and adopted by By-law;

NOW THEREFORE, the Council of the Corporation of the Township of Guelph/Eramosa enacts as follows:

1. The action of the Council of the Corporation of the Township of Guelph/Eramosa at its meeting held on the 11th day of August, 2014 in respect of each motion and resolution passed and other action taken by the Council of the Corporation of the Township of Guelph/Eramosa at its meeting, is hereby adopted and confirmed as if all such proceedings were expressly embodied in this By-law.
2. The Mayor and Clerk are authorized and directed to do all the things necessary to give effect to the action of the Council of the Corporation of the Township of Guelph/Eramosa referred to in the preceding section hereof.
3. The Mayor and Clerk are authorized and directed to execute all documents necessary in that behalf and to affix thereto the seal of the Corporation of the Township of Guelph/Eramosa.

READ three times and finally passed
this **11th** day of **August, 2014**.

Chris White, Mayor

Meaghen Reid, Clerk