

Monday, June 2, 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 May 20, 2014 (Regular Meeting)
 - 5.2 May 20, 2014 (Closed Meeting)
6. Public Meetings (*Green*)
 - 6.1 Zoning By-law Amendment Application (ZBA 02/14) - 101 Cobblestone Place, Rockwood (Jadeski)
7. Delegations (*Pink*)
 - 7.1 Matthew Venne, RLB LLP Chartered Accountants and Business Advisors re: 2013 Audited Financial Statements
 - 7.2 Fire Chief Shawn Armstrong, City of Guelph and Chief of EMS Stephen Dewar, Guelph-Wellington Emergency Medical Service re: 2014 Land Ambulance plans for Wellington County
 - 7.3 Sean Galbraith, LandSquared re: Two proposed new cell towers
 - 7.4 Bernie Hermesen, MHBC, Township Planner re: Noble Ridge – Harris Street Developments Inc
8. Regular Business (*Blue*)
 - 8.1 Fire Report 14-06 re: Recovery of Fire Services Costs for Fire Incidents
 - 8.2 Public Works Report 14-06 re: Skyway Monitoring Station Upgrades
 - 8.3 Finance Report 14-05 re: Lease Agreement – Nortrax Canada Inc.
 - 8.4 Clerk Report 14-08 re: Fees By-law Update

- 8.5 Correspondence from the Ministry of Citizenship and Immigration re: Ontario Medal for Good Citizenship
 - 8.6 Request for Noise By-law Exemption, Pioneer Day - June 14, 2014
 - 8.7 Correspondence from Faery Fest re: Community Event Designation
 - 8.8 Correspondence from Royal Canadian Air Cadets 197 Squadron re: Wall Plaques at Acton Arena
9. Addendum Items
10. By-laws (*Yellow*)
- 10.1 39/2014 A By-law to set tax rates for 2014.
 - 10.2 40/2014 A By-law for closing temporarily a portion of the Highways known as Inkerman Street and Balaclava Street, Rockwood for Pioneer Day
 - 10.3 41/2014 A By-law to Amend Township of Guelph/Eramosa Zoning By-law Number 57/1999 101 Cobblestone Place
 - 10.4 42/2014 A By-law to establish rates, fees and charges for various services provided by the Corporation of the Township of Guelph/Eramosa and to repeal and replace By-law 8/2014
 - 10.5 43/2014 A By-law to authorize the execution of an Agreement between the Corporation of the Township of Guelph/Eramosa to act as an agent in filing claims to recover costs and expenses incurred by the Fire Department as a result of attending incident sites
 - 10.6 44/2014 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 2nd day of June, 2014
11. Notices of Motion (*Red*)
- None.
12. Closed Session (*Purple*)
- 12.1 *A proposed or pending acquisition or disposition of land for municipal purposes (School Board)*
13. Adjournment

Corporation of the Township of Guelph/Eramosa

Regular Meeting of Council

MINUTES

Tuesday, May 20, 2014

7:00 p.m.

Guelph/Eramosa Township Municipal Building

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

Present from Staff: CAO Kim Wingrove, Director of Parks and Recreation Robin Milne, Director of Finance Linda Cheyne, Director of Public Works Saidur Rahman, Acting Planning Administrator Kelsey Lang, Clerk/Director of Legislative Services Meaghan Reid and Acting Deputy Clerk Jordan Dolson.

1. The Mayor called the meeting to order at 7:00 p.m.

2. Approval of Agenda

2014-05-20-2.1 Moved by: David Wolk
 Seconded by: John Scott

Be it resolved that the agenda for the May 20, 2014 Council Meeting be approved as presented.

Carried Unanimously

3. Announcements/Presentations

3.1. Councillor Breen announced that the Good Brothers Fundraiser was a success and attracted a large crowd. Mayor White noted that plaques were handed out to members of the Good Brothers recognizing them for their contribution to the community.

4. Declaration of Pecuniary Conflict of Interest

None.

5. Minutes

5.1 May 5, 2014 (Regular Meeting)

5.2 May 5, 2014 (Closed Meeting)

2014-05-20-5 Moved by: John Scott
 Seconded by: Corey Woods

That the Minutes of the Regular and Closed Meetings held on May 5, 2014 be approved as presented.

Carried Unanimously

6. Public Meetings

None.

7. Delegations

- 7.1 Garry Hunter, Hunter and Associates and Dr. Stephanie De Grandis, CRC re: Review of JDCL quarry application documents pertaining to hydrogeology related to Zoning By-law Amendment ZBA09/12 (James Dick Construction – Hidden Quarry)

Dr. Stephanie De Grandis introduced Mr. Garry Hunter, Environmental Systems Planner and Civil Engineer, who is a consultant hired by the CRC.

Mr. Hunter summarized the key questions and requests for additional information including: vertical benchmarks, water well survey data, water level monitoring data, surface water flow data, geology, vertical hydraulic gradients, hydrogeology, groundwater modelling, over-estimating quarry pond levels, dry quarry drilling platform, clean quarry water, hydraulic barriers, Guelph Dolime Quarry, De Grandis Ponds and Allen Wetlands, site plan setbacks, and other issues.

Mr. Hunter outlined a topographic map and orthophoto of the geographic area surrounding the proposed quarry site. Mr. Hunter noted that site plans currently posted on the Township's website are difficult to read and inquired whether more current information was available in regards to site plans.

CAO Kim Wingrove noted that Mr. Hunter submitted a letter to Council which will be provided to the Township's Planning and Engineering Consultants.

2014-05-20-7.1 Moved by: Corey Woods
 Seconded by: Doug Breen

Be it resolved that the Council of the Township of Guelph/Eramosa has received the delegation of Garry Hunter, Hunter and Associates and Dr. Stephanie De Grandis, CRC regarding a review of JDCL quarry application documents pertaining to hydrogeology related to Zoning By-

law Amendment ZBA09/12 (James Dick Construction – Hidden Quarry).

Carried Unanimously

- 7.2 Sandra Cooke, Senior Water Quality Supervisor, Grand River Conservation Authority re: Presentation of Draft Water Management Plan.

Ms. Sandra Cooke, Senior Water Quality Supervisor at the Grand River Conservation Authority (GRCA) delivered an update on the Grand River Water Management Plan. Ms. Cooke outlined the history of water management in the Grand River watershed. Ms. Cooke noted critical issues including population growth, extensive agriculture and climate change.

Ms. Cooke explained that the water management plan is a joint, voluntary and integrated plan of best practices consisting of plan partners that include the Region of Waterloo, the Cities of Kitchener, Cambridge, Waterloo, Brantford, and Guelph, the Counties of Brant and Haldimand, the Township of Centre Wellington, the Ministries of Agriculture, Environment, Natural Resources, Six Nations, Environment Canada and the GRCA. Ms. Cooke noted that ensuring water supplies, improving water quality, and reducing flood damages are key elements of the plan.

Ms. Cooke noted that the GRCA is seeking endorsement from all 39 municipalities. She also noted that the key to the plan's success is maintaining the Water Managers Working Group.

2014-05-20-7.2 Moved by: David Wolk
 Seconded by: John Scott

Be it resolved that the Council of the Township of Guelph/Eramosa has received the delegation of Sandra Cooke, Senior Water Quality Supervisor, Grand River Conservation Authority regarding a Presentation of the Draft Water Management Plan.

Carried Unanimously

8. Regular Business

Item 8.6 moved to this part of the agenda.

- 8.6 Planning Administrator's Report 14-01 re: Ussher Creek Subdivision - Pre-grading and Pre-servicing Agreement

2014-05-20-8.6 Moved by: David Wolk
 Seconded by: John Scott

Be it resolved that the Council of the Township of Guelph/Eramosa has received the Planning Administrator's Report 14-01 regarding Ussher Creek Subdivision - Pre-grading and Pre-servicing Agreement

That this matter be deferred to the June 2, 2014 Council meeting, after concerns have been addressed.

Carried Unanimously

8.1 Fire Report 14-05 re: Rockwood Station Monthly Report

2014-05-20-8.1 Moved by: Doug Breen
 Seconded by: Corey Woods

Be it resolved that the Council of the Township of Guelph/Eramosa has received Department Report 14-5 regarding Fire & Emergency Services monthly report; and

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

Carried

8.2 Public Works Report 14-05 re: Installation and Maintenance of a New School Crossing in Rockwood (MacLennan St./Dunbar St. & Highway 7 Intersection)

2014-05-20-8.2 Moved by: Doug Breen
 Seconded by: Corey Woods

Be it resolved that the Council of the Township of Guelph/Eramosa has received the Public Works Report 14-05 regarding installation of a new school crossing in Rockwood; and

That Council supports the proposed crosswalk location at MacLennan St./Dunbar St. & Highway 7 Intersection; and

That Council directs staff to enter into an agreement with MTO for installation of new cross walk signs and pavement markings and hiring a new crossing guard for the school year commencing September 2014.

Carried Unanimously

8.3 CAO Report 14-02: re: Lease of Replacement Grader

2014-05-20-8.3 Moved by: Doug Breen
 Seconded by: Corey Woods

Be it resolved that the Council of the Township of Guelph/Eramosa has received CAO Report 14-02 Lease of Replacement Grader; and

That Council authorize the staff to prepare a lease agreement with John Deere Financing for lease of a 2013 John Deere 772GP grader for a five year term with an option to purchase at the end of 2014; and

That staff bring forward the lease agreement for consideration at the June 2, 2014 Council meeting.

Carried Unanimously

8.4 Parks and Recreation Report 14-04 re: Rockwood Cemetery Fee Schedule

2014-05-20-8.4 Moved by: John Scott
 Seconded by: David Wolk

Be it resolved that the Council of the Township of Guelph/Eramosa has received Parks and Recreation Report 14-04 regarding Rockwood Cemetery Fee Schedule; and

That Council approve the Rockwood Cemetery Rates as presented, effective June 1st, 2014.

Carried Unanimously

The Mayor recessed the meeting at 8:51 p.m.

The Mayor resumed the meeting at 8:54 p.m.

8.5 Parks and Recreation Report 14-05 re: Rockwood Library Expansion Tender Award

2014-05-20-8.5 Moved by: John Scott
 Seconded by: David Wolk

Be it resolved that the Council of the Township of Guelph/Eramosa has received Parks and Recreation Report 14-05 regarding the Rockwood Library Expansion Tender Award; and

Be it resolved that the Council of the Township of Guelph/Eramosa supports the nomination of Mayor Chris White for the office of Rural Caucus Director on the 2014-2016 AMO Board of Directors.

Carried Unanimously

9. Addendum Item

None.

10. By-laws

10.1 37/2014 A By-law to authorize the Mayor and Clerk to enter into a Pre-Servicing Agreement between the Corporation of the Township of Guelph/Eramosa, 2081862 Ontario Ltd. and the Royal Bank of Canada.

This agenda item was deferred to the June 2, 2014 Regular Meeting of Council.

11. Notices of Motion

None.

12. Closed Session

Moved by: John Scott
Seconded by: David Wolk

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:

A proposed or pending acquisition or disposition of land for municipal purposes (cemetery lands)

Carried

Moved by: John Scott
Seconded by: David Wolk

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

Carried Unanimously

10. By-laws continued

10.2 38/2014 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 20th day of May, 2014

2014-05-20-10.2 Moved by: Doug Breen
Seconded by: Corey Woods

Be it resolved that By-law 38/2014, 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 20th day of May, 2014, be taken as read three times and finally passed in open session.

Carried Unanimously

13. Adjournment

The Mayor adjourned the meeting at 9:18 p.m.

Chris White, Mayor

Meaghen Reid, Clerk



TOWNSHIP OF GUELPH / ERAMOSA PLANNING REPORT

Prepared by MacNaughton Hermesen Britton Clarkson Planning Limited
MHBC File 9902JK Report Date May 28, 2014

- Application:** Zoning By-law Amendment (ZBA 02/14) Jadeski Property
File No. ZBA 02/14
- Location:** 101 Cobblestone Place, Rockwood
Southwest Half Part Lot 4, Concession 5, former Township of Eramosa, Plan 752, Lot 21,
Plan 61R-11959, Parts 1 and 2, Township of Guelph/Eramosa
- Council date:** June 2, 2014
- Attachments:**
1. Sketch for Rezoning (1 page)
 2. Air Photo (1 page)
 3. Draft Zoning By-law Amendment (2 pages)

TOTAL PAGES: 8

SUMMARY

A Zoning By-law Amendment application has been submitted to rezone the rear portion of the property from Village Residential Low Density (R1), subject to a Holding Zone (H) to Village Residential Low Density (R1), subject to Special Provision 21.73 (SP21.73). The front portion of the property is currently zoned R1 SP 21.73. The proposed zoning by-law amendment is required to satisfy an approval condition of the severance application B140/13, thus implementing the decision of the County of Wellington Land Division Committee.

Approval of the application will satisfy condition of approval 8 of severance application B140/13. The implementing Zoning By-law will apply Special Provision 21.73 to the whole of the property and remove the Holding Zone that applies to the rear portion of the property. Approval of the application will result in the lot being appropriately zoned to permit residential development. Approval of the application is recommended.

This report has been prepared for presentation at the Public Meeting scheduled for June 2, 2014.

RECOMMENDATION

It is recommended that:

- The Township of Guelph/Eramosa approve Zoning By-law Amendment Application ZBA02/14

Submitted by:

Dan Currie, MA, MCIP, RPP

Emily Elliott, BES

INTRODUCTION

Mr. Carl Jadeski and Mrs. Margaret Jadeski have submitted an application to rezone the rear portion of their property from Village Residential Low Density (R1), subject to a Holding Zone (H) to **Village Residential Low Density (R1) subject to Special Provision 21.73**, as illustrated on the Sketch provided at Attachment 1. The purpose of this application is to satisfy condition 8 of severance application B140/13. Severance application B140/13 was approved, with conditions, by the County of Wellington Land Division Committee on February 13, 2014.

The property is municipally known as 101 Cobblestone Place and is located on the east side of Cobblestone Place in the Rockwood urban area of the Township of Guelph/Eramosa (the "Township"). Severance application B140/13 proposed the severance of the southern portion of the property in order to create one new residential lot with frontage on Cobblestone Place. The lots proposed by the severance are shown in Attachment 2 (Aerial Photo) and are described as follows:

- Retained Lot – Irregularly shaped residential lot with an area of 8,595 square metres (0.8 ha / 2.1 ac), frontage of 61.79 metres (202.7 ft) on Cobblestone Place and a maximum depth of 132.43 metres (434.5 ft). The retained lot currently features one single detached dwelling which is to remain. The retained lot is not part of this application.
- Severed Lot – Irregularly shaped residential lot with an area of 2,053 square metres (0.2 ha / 0.5 acres), frontage of 30.48 metres (100 ft) on Cobblestone Place and a maximum depth of 64.61 metres (212 ft). The severed lot is currently vacant and features a hydro easement across the eastern portion (Part 1, 61R-11959). It is intended that the severed lot will be developed with a detached dwelling in the future. The severed lot (the "Subject Lands") is the subject of this zoning by-law amendment application.

There is existing residential development adjacent to the Subject Lands on Cobblestone Place and Millview Court. To the rear of the Subject Lands is Branch Creek. The associated river valley, trees and slopes are located on the portion of the Retained Lot located immediately to the rear of the Subject Lands. Associated vegetation extends onto the rear of the Subject Lands. A slope assessment has been completed and the identified top of slope and the required 15 metre setback have been considered. The whole of the Subject Lands is beyond the top of bank and required setback.

COUNTY OF WELLINGTON OFFICIAL PLAN

The Subject Lands are designated **Residential** by the County of Wellington Official Plan (the "Official Plan"). The predominant use of lands in the *Residential* designation shall be residential development. A variety of housing types shall be allowed, but low rise and low density housing forms, such as single-detached and semi-detached dwellings, will predominate. The proposed zoning will appropriately implement the *Residential* designation of the Subject Lands.

It is noted that lands designated **Core Greenlands** are located immediately south of the Subject Lands and a portion of these *Core Greenlands* designated lands are subject to a Heritage Area overlay. According to the interpretation policies of the Official Plan (Section 5.6.7), refinement of the *Core Greenlands* mapping is permitted based on more detailed mapping for individual sites. The limit of the slope hazard to the rear of the Subject Lands was delineated during a site investigation on October 16, 2013 with Grand River Conservation Authority (“GRCA”) staff. The Subject Lands are setback 15 metres from the top of slope and have been determined to be outside of the slope hazard and its adjacent area. Accordingly, *Core Greenlands* designation and the Heritage Area overlay are limited to the Retained Lot only and do not apply to this application.

TOWNSHIP OF GUELPH/ERAMOSA ZONING BY-LAW NO. 57/1999

The rear portion of the Subject Lands is zoned **Village Residential Low Density (‘R1’) subject to a Holding Zone (‘H’)** and the front portion of the Subject Lands is zoned **Village Residential Low Density (‘R1’) subject to Special Provision 21.73 (‘SP21.73’)**. SP 21.73 establishes the following specific provisions: minimum lot area of 0.2 hectares (0.5 acres); minimum lot width of 30 metres (98.4 feet); minimum setback of 7.6 metres (24.9 ft) to the top of bank established by the Conservation Authority where lot abuts a Hazard Zone.

With respect to the Holding Zone (‘H’) that applies to the rear portion of the Subject Lands, the Zoning By-law provides that the H symbol may be removed when plans to develop the lands have been submitted and approved or such other conditions as deemed appropriate have been met. The H symbol that applies to the Subject Lands is a remnant of the previous lot fabric and zoning that applied prior to the residential development to the south, along Millview Court (ZBA 04/04). Removal of the H symbol is appropriate given that the intent of the H symbol has been satisfied through a determination of the extent of development.

The zoning by-law amendment will result in the Subject Lands being appropriately zoned to permit the development of a single detached dwelling. The application of Special Provision 21.73 to the rear of the lot and the removal of the Holding Zone will ensure that the whole of the “severed lot” is considered to be one lot for zoning purposes.

A draft zoning by-law amendment has been provided as Attachment 3.

AGENCY COMMENTS

As of the date of this report, the following comments have been received and are summarized:

Township of Guelph/Eramosa, Engineer (Burnside):

- No comments on the rezoning.
- Sanitary and water services are available on Cobblestone Place fronting the Subject Lands. Should a residential site plan be forthcoming, a site servicing and grading plan will be required along with any necessary permits, approvals, fees, etc for service connections and driveway entrances.

Grand River Conservation Authority (GRCA)

- No objection to rezone the whole of the severed property
- A portion of the lands to be rezoned are within the adjacent area of the slope hazard and contains portions of the Eramosa Valley Area of Natural and Scientific Interest (ANSI) and adjacent area associated with the ANSI feature.
- Limit of the slope hazard was delineated during a site investigation on October 16, 2013 with GRCA staff. The lands to be rezoned are located outside of the delineated slope and its adjacent area.
- The lands to be rezoned are located outside of the GRCA's Regulated area. A permit would not be required from the GRCA prior to development of the Subject Lands.

County of Wellington, Planning and Development Department

- Staff was supportive of the original consent application and has no objections to the proposed rezoning application.

We note that an additional nine conditions were imposed on severance application B140/13. These conditions include the provision of appropriate access and servicing arrangements in order to ensure the orderly development of the Subject Lands and must be satisfied prior to the issuance of final approval of the severance.

CONCLUSION

Approval of the zoning by-law amendment application will satisfy condition 8 of the conditions of approval imposed on severance application B140/13. The implementing zoning by-law (see Attachment 3) will provide the necessary provisions to apply the Village Residential Low Density, Special Provision 21.73 zone to the whole of the proposed severed lot and remove the Holding Zone that applies to same.

TOWNSHIP OF GUELPH-ERAMOSA

COBBLESTONE PLACE

LOT 1 150
PART 1 6R-10614

SW 1/2 LOT 5
CONCESSION 5
PART 4 6R-10056

SW 1/2 LOT 4
CONCESSION 5
PART 2 6R-10614

LOT 46
PART 46 6R-10614

LOT 45
PART 45 107.4

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Attachment 2 Air Photo



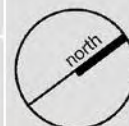
LOCATION PLAN

LEGEND

 Subject Lands

DATE: May 2014

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**PLANNING
URBAN DESIGN
& LANDSCAPE
ARCHITECTURE**

200-540 BINGEMANS CENTRE DR. KITCHENER, ON, N2B 3X9
P: 519.576.3650 F: 519.576.0121 | WWW.MHBCPLAN.COM

Attachment 3 - Draft Zoning By-law Amendment**The Corporation of the Township of
Guelph/Eramosa****By-law Number 41/2014****A By-law to Amend Township of Guelph/Eramosa
Zoning By-law Number 57/1999
101 Cobblestone Place**

Firstly: Lot 21 Plan 752 Eramosa; Secondly: Part Lot 4 Concession 5 Eramosa, Parts 1 & 2, 61R11959; Township of Guelph/Eramosa

WHEREAS the Council of the Corporation of the Township of Guelph/Eramosa deems it expedient to enact this By-law and amend Zoning By-law 57/1999;

AND WHEREAS Council is empowered to enact this By-law under the authority of Section 34 and Section 36 of the *Planning Act*, R.S.O. 1990 c. P.13, as amended;

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

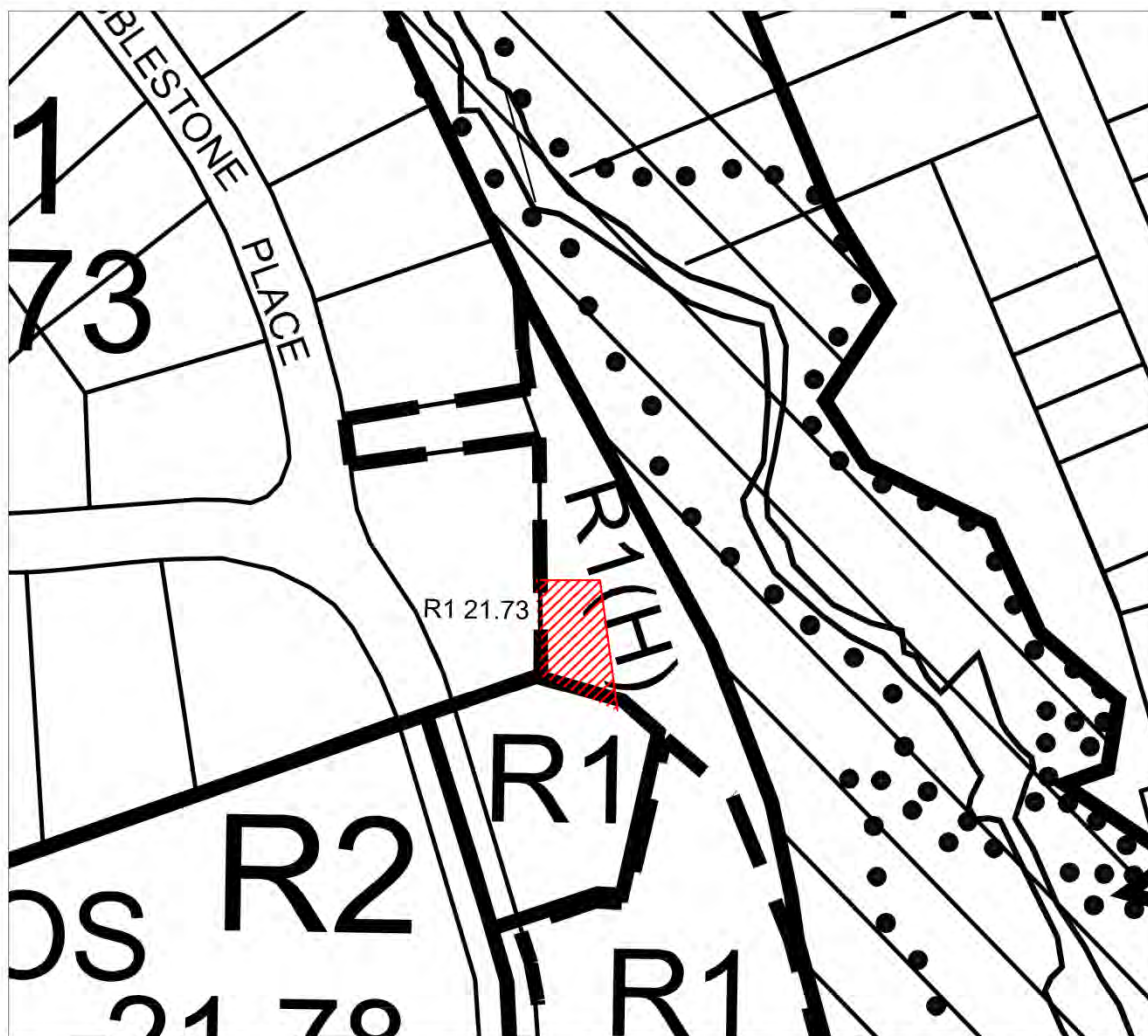
1. That Zoning By-law Number 57/1999 is hereby amended by rezoning the lands identified on Schedule 'A' of this By-law from Village Residential Low Density, subject to a Holding Zone (R1(H)) to Village Residential Low Density, subject to Special Provision 21.73 (R1 21.73).
2. That all other applicable provisions of By-law No. 57/1999 shall continue to apply to the lands affected by this amendment.
3. That this By-law shall become effective from the date of passing hereof.

READ three times and finally passed this 2nd day of June, 2014.

Chris White, Mayor

Meaghen Reid, Clerk

SCHEDULE 'A' TO BY-LAW NUMBER 41 / 2014



LEGEND

R1	Village Residential Low Density
R2	Village Residential Medium Density
	Hazard
OS	Open Space
	Special Provisions
(H)	Holding Provision
.....	Regulatory Floodline
	LANDS TO BE REZONED FROM R1 (H) TO R1 21.73


 1:2000

THE CORPORATION OF THE TOWNSHIP OF GUELPH/ERAMOSA
CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2013

THE CORPORATION OF THE TOWNSHIP OF GUELPH/ERAMOSA
INDEX TO THE CONSOLIDATED FINANCIAL STATEMENTS
YEAR ENDED DECEMBER 31, 2013

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INDEPENDENT AUDITOR'S REPORT

To the Members of Council, Inhabitants and Ratepayers of The Corporation of the Township of Guelph/Eramosa

We have audited the accompanying consolidated financial statements of The Corporation of the Township of Guelph/Eramosa, which comprise the consolidated statement of financial position as at December 31, 2013 and the consolidated statements of operations, change in net financial assets and cash flows for the year then ended, and a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with Canadian public sector accounting standards and for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained in our audit is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, these consolidated financial statements present fairly, in all material respects, the financial position of The Corporation of the Township of Guelph/Eramosa as at December 31, 2013 and the results of its operations and its cash flows for the year then ended in accordance with Canadian public sector accounting standards.

THE CORPORATION OF THE TOWNSHIP OF GUELPH/ERAMOSA
CONSOLIDATED STATEMENT OF FINANCIAL POSITION
AS AT DECEMBER 31, 2013

	2013	2012
FINANCIAL ASSETS		
Cash and cash equivalents (note 10)	\$ 5,656,331	\$ 7,388,522
Taxes receivable	1,894,207	1,585,128
Accounts receivable	1,794,390	1,741,722
Due from revenue fund	1,631,402	1,761,017
Due from developers	137,195	72,580
	<u>11,113,525</u>	<u>12,548,969</u>
LIABILITIES		
Accounts payable and accrued liabilities	2,829,751	2,229,700
Due to reserve funds	1,631,402	1,761,017
Net long term liabilities (note 3)	5,805,437	6,283,565
Deferred revenue - Obligatory reserve funds (note 5)	1,515,120	1,676,489
Deferred revenue - Other	23,220	0
	<u>11,804,930</u>	<u>11,950,771</u>
NET (DEBT) FINANCIAL ASSETS	<u>(691,405)</u>	<u>598,198</u>
NON-FINANCIAL ASSETS		
Tangible capital assets (schedule 2)	86,497,181	86,213,834
Prepaid expenses	38,944	37,902
	<u>86,536,125</u>	<u>86,251,736</u>
ACCUMULATED SURPLUS (schedule 3)	<u>\$ 85,844,720</u>	<u>\$ 86,849,934</u>

THE CORPORATION OF THE TOWNSHIP OF GUELPH/ERAMOSA
CONSOLIDATED STATEMENT OF OPERATIONS
FOR THE YEAR ENDED DECEMBER 31, 2013

	2013 Budget (note 6)	2013 Actual	2012 Actual
REVENUES			
Taxation from ratepayers (net)	\$ 5,057,466	\$ 5,220,547	\$ 4,885,934
Taxation from other governments	10,576	67,990	67,517
Licences and permits	357,175	215,077	169,343
User charges	2,394,501	2,291,354	2,246,665
Province of Ontario	523,200	551,072	674,950
Federal government	0	0	33,060
Other grants	25,821	0	20,000
Penalties and interest	258,859	238,488	223,850
Loss on disposal of tangible capital assets	0	(86,764)	(71,452)
Obligatory reserve fund revenue recognized (note 5)	<u>371,524</u>	<u>878,408</u>	<u>1,688,906</u>
	<u>8,999,122</u>	<u>9,376,172</u>	<u>9,938,773</u>
EXPENSES (schedule 1)			
General government	1,349,349	1,525,779	1,396,450
Protection services	1,201,644	1,248,000	1,225,461
Transportation services	4,027,638	4,110,846	3,492,707
Environmental services	1,792,513	1,868,104	2,516,427
Recreation and cultural services	1,441,645	1,467,312	1,385,256
Planning and development	<u>205,935</u>	<u>161,345</u>	<u>169,646</u>
	<u>10,018,724</u>	<u>10,381,386</u>	<u>10,185,947</u>
ANNUAL DEFICIT	<u>\$ (1,019,602)</u>	<u>\$ (1,005,214)</u>	<u>\$ (247,174)</u>
ACCUMULATED SURPLUS at beginning of year		\$ 86,849,934	\$ 86,795,758
Net book value of tangible capital assets recorded		0	301,350
Annual deficit		<u>(1,005,214)</u>	<u>(247,174)</u>
ACCUMULATED SURPLUS at end of year		<u>\$ 85,844,720</u>	<u>\$ 86,849,934</u>

THE CORPORATION OF THE TOWNSHIP OF GUELPH/ERAMOSA
CONSOLIDATED STATEMENT OF CHANGE IN NET FINANCIAL ASSETS
FOR THE YEAR ENDED DECEMBER 31, 2013

	2013 Budget (note 6)	2013 Actual	2012 Actual
ANNUAL DEFICIT	\$ <u>(1,019,602)</u>	\$ <u>(1,005,214)</u>	\$ <u>(247,174)</u>
Acquisition of tangible capital assets	(7,353,933)	(3,199,399)	(3,921,786)
Amortization of tangible capital assets	2,835,405	2,810,681	2,835,405
Loss on disposal of tangible capital assets	0	86,764	71,452
Proceeds on sale of tangible capital assets	0	18,607	9,919
Assumed tangible capital assets	0	0	301,350
	<u>(4,518,528)</u>	<u>(283,347)</u>	<u>(703,660)</u>
Additions to prepaid expenses	0	(1,042)	(20,165)
DECREASE IN NET FINANCIAL ASSETS	\$ <u><u>(5,538,130)</u></u>	(1,289,603)	(970,999)
NET FINANCIAL ASSETS at beginning of year		<u>598,198</u>	<u>1,569,197</u>
NET (DEBT) FINANCIAL ASSETS at end of year		\$ <u><u>(691,405)</u></u>	\$ <u><u>598,198</u></u>

THE CORPORATION OF THE TOWNSHIP OF GUELPH/ERAMOSA
CONSOLIDATED STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2013

	2013	2012
CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES		
Annual deficit	\$ (1,005,214)	\$ (247,174)
Items not requiring an outlay of cash		
Amortization	2,810,681	2,835,405
Loss on disposal of tangible capital assets	86,764	71,452
Assumed tangible capital assets	0	301,350
	<u>2,897,445</u>	<u>3,208,207</u>
	<u>1,892,231</u>	<u>2,961,033</u>
Net changes in non-cash working capital		
Taxes receivable	(309,079)	(204,213)
Accounts receivable	(52,668)	347,765
Prepaid expenses	(1,042)	(20,165)
Accounts payable and accrued liabilities	600,051	(460,103)
Due to developers	(64,615)	(99,145)
Deferred revenue - Obligatory reserve funds	(161,369)	(1,076,379)
Deferred revenue - Other	23,220	0
	<u>34,498</u>	<u>(1,512,240)</u>
	<u>1,926,729</u>	<u>1,448,793</u>
CASH PROVIDED BY (USED IN) CAPITAL ACTIVITIES		
Acquisition of tangible capital assets	(3,199,399)	(3,921,786)
Proceeds on disposal of tangible capital assets	18,607	9,919
	<u>(3,180,792)</u>	<u>(3,911,867)</u>
CASH PROVIDED BY (USED IN) FINANCING ACTIVITIES		
Net long term liabilities	<u>(478,128)</u>	<u>2,625,872</u>
NET (DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS	<u>(1,732,191)</u>	<u>162,798</u>
CASH AND CASH EQUIVALENTS, beginning of year	<u>7,388,522</u>	<u>7,225,724</u>
CASH AND CASH EQUIVALENTS, end of year	<u>\$ 5,656,331</u>	<u>\$ 7,388,522</u>

THE CORPORATION OF THE TOWNSHIP OF GUELPH/ERAMOSA
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2013

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The consolidated financial statements of The Corporation of the Township of Guelph/Eramosa are the representation of management prepared in accordance with Canadian generally accepted accounting principles for governments as recommended by the Public Sector Accounting Board of Chartered Professional Accountants of Canada. Significant accounting policies adopted by The Corporation of the Township of Guelph/Eramosa are as follows:

(a) BASIS OF CONSOLIDATION

- (i) These consolidated financial statements reflect the assets, liabilities, sources of financing and expenditures for the revenue fund, reserve funds and reserves and include the activities of all committees of Council and the boards and municipal enterprises, which are under the control of Council. There are no local boards or municipal enterprises under the control of Council to be consolidated. These are also non-consolidated entities.

All interfund assets and liabilities and sources of financing and expenditures have been eliminated with the exception of loans or advances between reserve funds and any other fund of the municipality and the resulting interest income and expenditures.

- (ii) The taxation, other revenues, expenditures, assets and liabilities with respect to the operations of the school boards and the County of Wellington are not reflected in the municipal fund balances of these financial statements.
- (iii) Trust funds and their related operations administered by the municipality are not consolidated, but are reported separately on the trust funds statement of continuity and statement of financial position.

(b) BASIS OF ACCOUNTING

- (i) Sources of financing and expenditures are reported on the accrual basis of accounting. The interest charges are not accrued for the periods from the dates of the latest installment payments to the end of the financial year.
- (ii) The accrual basis of accounting recognizes revenues as they become available and measurable. Expenditures are recognized as they are incurred and measurable as a result of receipt of goods or services and the creation of a legal obligation to pay.
- (iii) Capital outlay to be recovered in future years, which represents the outstanding principal portion of unmatured long term liabilities for municipal expenditures transferred to other organizations, is reported on the Consolidated Statement of Financial Position.

(c) DEFERRED REVENUE

The revenue is reported on the Consolidated Statement of Operations in the year in which it is used for the specified purpose.

THE CORPORATION OF THE TOWNSHIP OF GUELPH/ERAMOSA
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2013

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

(d) CREDIT RISK MANAGEMENT

The municipality is exposed to credit risk on the taxes receivable from its' ratepayers.

The municipality does not have a significant exposure to any individual customer or counterpart.

(e) TRUST FUNDS

Funds held in trust by the municipality, and their related operations, are not included in these financial statements. The financial activity and position of the trust funds are reported separately on the Trust Funds Statement of Continuity and Statement of Financial Position.

(f) NON-FINANCIAL ASSETS

Non-financial assets are not available to discharge existing liabilities and are held for use in the provision of services. They have useful lives extending beyond the current year and are not intended for sale in the ordinary course of operations. The change in non-financial assets during the year, together with the excess of revenues over expenses, provides the Change in Net Financial Assets for the year.

(i) Tangible capital assets

Tangible capital assets are recorded at cost which includes all amounts that are directly attributed to acquisition, construction, development or betterment of the asset. The cost, less residual value, of the tangible capital asset are amortized on a straight-line basis over their estimated useful life as follows:

Land improvements	10 to 50 years
Facilities	15 to 95 years
Vehicles (Rolling Stock)	7 to 20 years
Equipment	
Non-Pooled	5 to 25 years
General Government pooled	7 to 15 years
Transportation Services pooled	10 years
Recreation and Cultural Services pooled	5 to 10 years
Protection Services pooled	5 to 30 years
Infrastructure - Environmental	
Sanitary Mains/Force Mains	50 to 85 years
Water Mains	50 to 85 years
Water Meters	25 years
Hydrants	35 years
Infrastructure - Transportation	
Roads	0 to 50 years
Bridges and structures	35 to 75 years
Streetlights	40 to 70 years
Signs	10 years
Sidewalks	15 to 30 years

None of the annual amortization is charged in the year of acquisition and a full year's amortization is charged in the year of disposal. Assets under construction are not amortized until the asset is available for productive use.

THE CORPORATION OF THE TOWNSHIP OF GUELPH/ERAMOSA
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2013

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

(f) **NON-FINANCIAL ASSETS (continued)**

- (ii) Contributions of tangible capital assets
Tangible capital assets received as contributions are recorded at their fair value at the date of receipt and also are recorded as revenue.
- (iii) Leases
Leases are classified as capital or operating leases. Leases which transfer substantially all of the benefits and risks incidental to ownership of property are accounted for as capital leases. All other leases are accounted for as operating leases and the related lease payments are charged to expenses as incurred.

2. FINANCIAL INSTRUMENTS

The municipality's financial instruments consist of cash and cash equivalents, taxes receivable, accounts receivable, accounts payable and accrued liabilities, due to developers, and net long term liabilities. Unless otherwise noted, it is management's opinion that the municipality is not exposed to any significant interest, currency or credit risks arising from these financial instruments. The fair values of these financial instruments approximate their carrying values, unless otherwise noted.

3. LONG TERM LIABILITIES

	2013	2012
Total long term liabilities incurred by the municipality including on behalf of school boards, other municipal enterprises and outstanding at the end of the year amount to	\$ <u>5,805,437</u>	\$ <u>6,283,565</u>

Future minimum payments on long term obligations are as follows:

2014	\$ 740,128
2015	433,128
2016	436,128
2017	441,128
2018	444,128
Thereafter	<u>3,310,797</u>
	<u>\$ 5,805,437</u>

4. COMMITMENTS

The municipality leases equipment under an operating lease. Future minimum lease payments are as follows:

2014	\$ 4,642
2015	4,642
2016	4,642
2017	<u>3,482</u>
	<u>\$ 17,408</u>

THE CORPORATION OF THE TOWNSHIP OF GUELPH/ERAMOSA
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2013

5. DEFERRED REVENUE

	Opening	Contributions Received	Investment Income	Revenue Recognized	2013 Ending	2012
Obligatory Reserve Funds						
Development charges	\$ 1,099,182	\$ 320,358	\$ 19,226	\$ (591,536)	\$ 847,230	\$ 1,099,182
Park in lieu	59,827	1,500	710	(54,778)	7,259	59,827
Lot levies	11,275	0	89	0	11,364	11,275
Federal gas tax	506,205	370,125	5,031	(232,094)	649,267	506,205
	<u>\$ 1,676,489</u>	<u>\$ 691,983</u>	<u>\$ 25,056</u>	<u>\$ (878,408)</u>	<u>\$ 1,515,120</u>	<u>\$ 1,676,489</u>

6. BUDGET AMOUNTS

The budgeted figures are presented for comparison purposes as prepared and approved by council, reclassified to conform to the current financial statement presentation. They have not been audited or reviewed by the auditor. The budget figures were prepared on a cash basis of accounting and have been restated to conform to the accrual basis of accounting on which actual figures are reported.

7. OPERATIONS OF THE SCHOOL BOARDS AND THE COUNTY OF WELLINGTON

Further to note 1(a)(ii), the taxation, other revenues, expenditures and underlevies of the school boards and the County of Wellington are comprised of the following:

	SCHOOL BOARDS	COUNTY
Taxation and user charges	\$ 5,022,540	\$ 12,874,552
Requisitions paid	<u>(5,022,540)</u>	<u>(12,874,552)</u>
Overlevies for the year	<u>\$ 0</u>	<u>\$ 0</u>

8. TRUST FUNDS

The trust funds administered by the municipality amounting to \$88,383 (2012 - \$88,173) have not been included in the Consolidated Statement of Financial Position, nor have the operations been included in the Consolidated Statement of Operations.

9. PENSION AGREEMENTS

The municipality makes contributions to the Ontario Municipal Employees Retirement Systems (OMERS), which is a multi-employer plan, on behalf of 35 (2012 - 35) members of its staff. The plan is a defined benefit plan which specifies the amount of the retirement benefit to be received by the employees based on the length of service and rates of pay.

The amount contributed to OMERS for 2013 was \$221,180 (2012 - \$197,157). Amounts paid for current service have been included as an expenditure on the Consolidated Statement of Operations.

There are no past service contribution obligations.

10. CASH AND CASH EQUIVALENTS

Cash and cash equivalents include a One Bond Fund which is a near liquid investment and has been recorded at estimated fair market value.

THE CORPORATION OF THE TOWNSHIP OF GUELPH/ERAMOSA
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2013

11. TANGIBLE CAPITAL ASSETS

	Net 2013	Net 2012
General		
Land	\$ 4,151,278	\$ 4,151,278
Land improvements	2,411,128	2,498,000
Facilities	11,714,068	11,182,893
Vehicles	1,792,118	1,947,498
Equipment	1,206,908	1,055,727
Infrastructure		
Transportation	49,273,339	49,354,171
Environmental	<u>15,948,342</u>	<u>16,024,267</u>
	<u><u>\$ 86,497,181</u></u>	<u><u>\$ 86,213,834</u></u>

12. SEGMENTED INFORMATION

The Corporation of the Township of Guelph/Eramosa is a diversified municipal government institution that provides a wide range of services to its citizens. For management reporting purposes the Government's operations and activities are organized and reported by Fund. Funds were created for the purpose of recording specific activities to attain certain objectives in accordance with special regulations, restrictions or limitations.

Municipal services are provided by departments and their activities are reported in these funds. Certain departments that have been separately disclosed in the segmented information, along with the services they provide, are as follows:

Protection Services

The municipality contracts with the City of Guelph for fire services. The former Township of Eramosa is serviced by one permanent part time Deputy Fire Chief and volunteer fire fighters based at the Rockwood fire station. The balance of the Township is serviced through agreements with neighbouring municipalities. The municipality employs a By-Law Enforcement/Property Standards Officer on a part-time basis to serve the needs of the community. This position is responsible for the investigation and enforcement of municipal by-laws related to property standards, zoning, signs, open air burning, dumping, dog control and parking. The Building Department is regulated through the Ontario Building Code Act and is responsible for the safe construction of all buildings constructed throughout the municipality. They assist the public through the building permit process for all buildings, sheds, pools, deck and demolitions, as well as for septic installations.

Transportation Services

The Roads Department maintains over 200 kilometres of road and 31 structures with a span over three metres and operates two garages (Brucedale and Marden) performing weekly routine road patrols throughout the year and nightly winter patrols during the winter season from mid November to mid April. The Roads Department currently operates with four tandem axle and two single axle combination snowplow/sanders, a three ton plow/sander, front end loader, loader/backhoe, grader, trackless (sidewalk machine), asphalt grinder, line painter, wood chipper, one ton and four pickup trucks.

THE CORPORATION OF THE TOWNSHIP OF GUELPH/ERAMOSA
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2013

12. SEGMENTED INFORMATION (continued)

Environmental Services

The Water/Wastewater Department operates two separate water distribution systems. One is located in Rockwood, which has two pump houses (Parkinson Dr. and Station St.) and a standpipe with a booster station on Hampson Cres. The other is located in the Hamilton Drive subdivision, which also has two pump houses (Cross Creek Blvd. and Wellington Rd. 38) and a standpipe also on Wellington Rd. 38. The wastewater system in Rockwood consists of four lift stations (Valley Rd., MacLennan St., Ridge Rd. and Lou's Blvd.) and one transfer station on Alma St. The Water/Wastewater Department performs daily checks and weekly bacterial checks on both water systems, and also performs the bi-weekly checks and inspections on five other small municipal non-residential systems within the municipality.

Recreation and Cultural Services

The Parks and Recreation Department maintains municipal parks varying from 1.5 to 64 acres including ball diamonds, soccer pitches, outdoor skating rinks, walking trails, picnic pavilions, community centres, small meeting rooms, and the Marden recreation facility.

Planning and Development

Planning is regulated under the Ontario Planning Act. The department helps the municipality to set goals about how it will grow and develop and to work out ways of reaching those goals while keeping important social, economic and environmental concerns in mind. It balances the interests of individual property owners with the wider interest and objectives of the whole community.

13. CONTINGENT LIABILITIES

In the normal course of its operations, the municipality is subject to various litigations and claims. The ultimate outcome of these claims cannot be determined at this time. However, the municipality's management believes that the ultimate disposition of these matters will not have a material adverse effect on its financial position.

THE CORPORATION OF THE TOWNSHIP OF GUELPH/ERAMOSA

SCHEDULE OF SEGMENTED DISCLOSURE

Schedule 1

FOR THE YEAR ENDED DECEMBER 31, 2013

	General Government	Protection Services	Transportation Services	Environmental Services	Recreation Services	Planning and Development	2013	2012
EXPENSES								
Salaries and benefits	\$ 812,723	\$ 544,181	\$ 985,452	\$ 433,787	\$ 612,204	\$ 72,292	\$ 3,460,639	\$ 3,504,869
Materials	501,392	161,460	1,105,986	440,992	422,244	39,723	2,671,797	1,818,021
Contracted services	143,364	229,678	85,800	510,399	41,255	49,330	1,059,826	1,719,004
Rents and financial expenses	6,515	0	12,160	0	6,093	0	24,768	18,186
Interest on long term debt	23,909	20,054	58,788	0	87,891	0	190,642	131,579
Amortization	37,876	129,594	1,862,660	482,926	297,625	0	2,810,681	2,835,405
Other	<u>0</u>	<u>163,033</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>163,033</u>	<u>158,883</u>
	<u>\$ 1,525,779</u>	<u>\$ 1,248,000</u>	<u>\$ 4,110,846</u>	<u>\$ 1,868,104</u>	<u>\$ 1,467,312</u>	<u>\$ 161,345</u>	<u>\$10,381,386</u>	<u>\$10,185,947</u>

THE CORPORATION OF THE TOWNSHIP OF GUELPH/ERAMOSA

SCHEDULE OF TANGIBLE CAPITAL ASSETS

Schedule 2

FOR THE YEAR ENDED DECEMBER 31, 2013

	Land	Land Improvements	Facilities	Vehicles	Equipment	Infrastructure: Transportation	Infrastructure: Environmental	2013	2012
COST									
Balance, beginning of year	\$ 4,151,278	\$ 3,702,690	\$ 16,166,293	\$ 3,431,719	\$ 1,914,815	\$ 76,616,120	\$ 21,634,763	\$127,617,678	\$123,390,344
Additions during the year	0	14,818	640,032	46,082	296,082	1,629,127	0	2,626,141	881,647
Disposals during the year	0	0	41,774	1,955	131,701	733,760	0	909,190	369,135
Assets under construction	0	0	103,208	0	2,191	69,323	398,536	573,258	3,714,822
Balance, end of year	<u>4,151,278</u>	<u>3,717,508</u>	<u>16,867,759</u>	<u>3,475,846</u>	<u>2,081,387</u>	<u>77,580,810</u>	<u>22,033,299</u>	<u>129,907,887</u>	<u>127,617,678</u>
ACCUMULATED AMORTIZATION									
Balance, beginning of year	0	1,204,690	4,983,400	1,484,221	859,088	27,261,949	5,610,496	41,403,844	38,856,204
Amortization	0	101,690	194,577	200,876	125,439	1,713,638	474,461	2,810,681	2,835,405
Accumulated amortization on disposals	0	0	24,286	1,369	110,048	668,116	0	803,819	287,765
Balance, end of year	<u>0</u>	<u>1,306,380</u>	<u>5,153,691</u>	<u>1,683,728</u>	<u>874,479</u>	<u>28,307,471</u>	<u>6,084,957</u>	<u>43,410,706</u>	<u>41,403,844</u>
NET BOOK VALUE OF TANGIBLE CAPITAL ASSETS	<u>\$ 4,151,278</u>	<u>\$ 2,411,128</u>	<u>\$ 11,714,068</u>	<u>\$ 1,792,118</u>	<u>\$ 1,206,908</u>	<u>\$ 49,273,339</u>	<u>\$ 15,948,342</u>	<u>\$ 86,497,181</u>	<u>\$ 86,213,834</u>

THE CORPORATION OF THE TOWNSHIP OF GUELPH/ERAMOSA
SCHEDULE OF ACCUMULATED SURPLUS
FOR THE YEAR ENDED DECEMBER 31, 2013

Schedule 3

	2013	2012
SURPLUSES		
Invested in tangible capital assets	\$ <u>80,648,622</u>	\$ <u>79,887,138</u>
RESERVE FUNDS		
Park purposes	2,673	2,630
Rockwood Hydro	1,499,461	1,565,195
Fire	186,996	119,044
Waterworks	<u>1,704,957</u>	<u>1,647,685</u>
	<u>3,394,087</u>	<u>3,334,554</u>
RESERVES		
Capital Reserves		
Administration department	168,624	669,096
Fire department	92,206	69,907
Parks and recreation	159,104	56,018
Roads department	1,056,518	2,277,308
Streetlights	<u>159,451</u>	<u>173,697</u>
	<u>1,635,903</u>	<u>3,246,026</u>
Special Purpose Reserves		
Building department	(232,598)	(177,154)
Working capital	283,521	348,746
Environmental services	102,685	150,624
Emergency measures	<u>12,500</u>	<u>60,000</u>
	<u>166,108</u>	<u>382,216</u>
	<u>1,802,011</u>	<u>3,628,242</u>
	\$ <u>85,844,720</u>	\$ <u>86,849,934</u>

INDEPENDENT AUDITOR'S REPORT

To the Members of Council, Inhabitants and Ratepayers of the Corporation of the Township of Guelph/Eramosa

We have audited the statements of financial position of the trust funds of the Corporation of the Township of Guelph/Eramosa as at December 31, 2013 and the statements of continuity of the trust funds for the year then ended.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with Canadian public sector accounting standards and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained in our audit is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, these financial statements present fairly, in all material respects, the financial position of the trust funds of the Corporation of the Township of Guelph/Eramosa as at December 31, 2013 and the continuity of the trust funds for the year then ended in accordance with Canadian public sector accounting standards.

Fergus, Ontario
June 2, 2014

Chartered Accountants
Licensed Public Accountants

THE CORPORATION OF THE TOWNSHIP OF GUELPH/ERAMOSA
 TRUST FUNDS
 STATEMENT OF CONTINUITY
 FOR THE YEAR ENDED DECEMBER 31, 2013

	PARKINSON CEMETERY TRUST FUND 2013	PARKINSON CEMETERY TRUST FUND 2012
BALANCE at beginning of year	\$ 15,467	\$ 15,184
CAPITAL RECEIPTS		
Interest income	210	283
CAPITAL DISBURSEMENTS		
Disbursements	0	0
TRANSFERS FROM TRUST	<u>0</u>	<u>0</u>
BALANCE at end of year	<u>\$ 15,677</u>	<u>\$ 15,467</u>

STATEMENT OF FINANCIAL POSITION
 AS AT DECEMBER 31, 2013

	2013	2012
ASSETS		
Cash and cash equivalents	\$ 18,677	\$ 18,467
Receivable from General Fund	<u>0</u>	<u>0</u>
	<u>\$ 18,677</u>	<u>\$ 18,467</u>
LIABILITIES AND FUND BALANCES		
Due to revenue fund	\$ 3,000	\$ 3,000
Fund balance - capital	<u>15,677</u>	<u>15,467</u>
	<u>\$ 18,677</u>	<u>\$ 18,467</u>

the accompanying notes are an integral part of these financial statements

THE CORPORATION OF THE TOWNSHIP OF GUELPH/ERAMOSA
 TRUST FUNDS
 STATEMENT OF CONTINUITY
 FOR THE YEAR ENDED DECEMBER 31, 2013

7.1

	ROCKWOOD CEMETERY CHAPEL 2013	ROCKWOOD CEMETERY CHAPEL 2012
BALANCE at beginning of year (note 3)	\$ 31,860	\$ 31,088
CAPITAL RECEIPTS		
Interest income	1,058	977
Rental income	<u>0</u>	<u>0</u>
	1,058	977
CAPITAL DISBURSEMENTS		
Disbursements	<u>(200)</u>	<u>(205)</u>
TRANSFERS FROM TRUST	<u>0</u>	<u>0</u>
BALANCE at end of year	\$ 32,718	\$ 31,860

STATEMENT OF FINANCIAL POSITION
 AS AT DECEMBER 31, 2013

	2013	2012
ASSETS		
Cash and cash equivalents	\$ 69,706	\$ 69,706
Receivable from General Fund	<u>0</u>	<u>0</u>
	\$ 69,706	\$ 69,706
LIABILITIES AND FUND BALANCES		
Due to revenue fund	\$ 36,988	\$ 37,846
Fund balance	<u>32,718</u>	<u>31,860</u>
	\$ 69,706	\$ 69,706

the accompanying notes are an integral part of these financial statements

TRUST FUNDS

NOTES TO THE FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2013

1. ACCOUNTING POLICIES

These statements have been prepared using the accrual basis of accounting for expenditures and revenues.

2. CASH AND CASH EQUIVALENTS

Cash and cash equivalents are comprised of cash on deposit and short-term investments that are easily converted to cash or that hold a maturity date within the next fiscal year.

3. ROCKWOOD CEMETERY CHAPEL TRUST

On November 11, 2007, the Corporation of the Township of Guelph/Eramosa received \$75,631 from the Guelph Cemetery Commission as a transfer of control of the Rockwood Cemetery Chapel Trust Fund. The Township will maintain the Rockwood Cemetery Chapel Trust Fund on a go-forward basis under the provisions of the *Municipal Act, 2001* relating to the oversight of Trust Funds.

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: June 2, 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:

Guelph Wellington EMS

*Stephen Dewar + Fire Chief Shawn Armstrong***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)

Fire Chief Shawn Armstrong-Guelph Fire Dept & Stephen Dewar-Guelph Wellington EMS**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.)

Land Ambulance plans for 2014 for the County of Wellington**Reason why this presentation is important to Council and to the municipality:****Land Ambulance****Please indicate the action being requested by Council:****Date of Request:** April 14/14**Signature(s) of Speaker(s):***Richardson as per***Address:** 50 Wyndham St S**Phone Number:** 519-824-6590 X 2126**Email:** kim.richardson@guelph.ca**Fax Number:** 519-824-2147

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

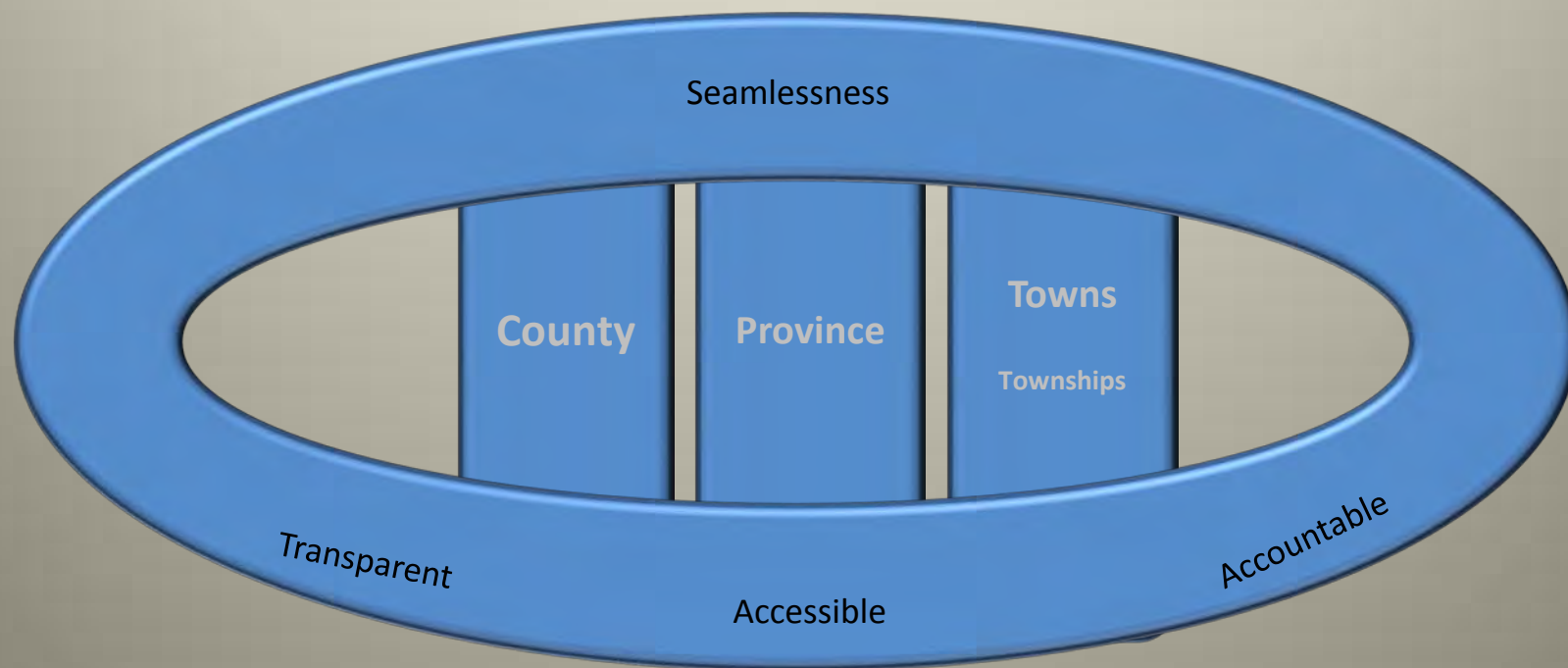
Print Form

City of Guelph

Communication Model

City of Guelph Communicating Land Ambulance Issues

Over Arching Principles



Service Relations

Province	County	Townships
Certify Training Regulation, Compliance and Investigations Funding Partner (50% overall L.A. costs) Service Reviews every 3 years for certification to operate Land Ambulance.	Funding County levy (20% of overall Land Ambulance costs) Receives updates on Land Ambulance Issues through the County Social Services as required Safer communities initiative	Contributes to County levy through local municipal taxation Support Land Ambulance through tiered response agreements with fire service and land ambulance Public Access Defibrillation participant with GWEMS

City
Overall
Governance of
Service

- Responsible for the governance, accountability and transparency of the service area
- Establishes Service Levels
- Approves Budget

GWEMS

Service
Provision

- Provides Staff Reports, Annual report, service change requests, information reports
- Implements changes to service levels or funding
- Information reports provided on service “dash boarding” service performance

County

Receives
information

Provides
Feedback

- Poses questions and service inquiries relative to system performance against expectations
- Social Service Committee or CAO forwards issues.
- Provides feedback /support proposed CTAS RTPP
- Provides feedback /support proposed annual work plan

GWEMS

Service
Provision

- Presents annual report on land ambulance for information
- Provides monthly financial performance to County Clerk
- Presents annual budget as submitted to the City
- Presents CTAS response time performance plan
- Solicits input on work plan development

Township/ Towns

Receives updates
from GWEMS Team

Develops Local
Rapport

- Poses questions on service delivery
- Supports Community Public Access Defibrillation Programs (PAD)

GWEMS

Service
Provision

- Presents annual work plan at local council
- Develops relationships with local groups supporting emergency services (local FD)
- Presents annual budget for information
- Presents response time performance plan annually

**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 4:30 p.m on the Wednesday of the week prior to the preferred meeting.

Preferred Meeting: May 20, 2014

Date: May 14, 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:

Rogers Communications

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)

Sean Galbraith

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.)

2 proposed new cell towers

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

Information about the proposals before application/public consultation begins

Please indicate the action being requested by Council:

None. Opportunity to ask questions.

Date of Request: May 14, 2014

Signature(s) of Speaker(s):



Address: 802-155 Dalhousie St. Toronto M5B2P7

Phone

Number: 4167325069

Email: sgalbraith@landsquared.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

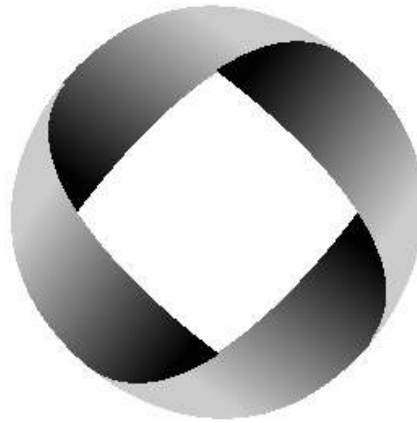
COUNCIL/COMMITTEE DELEGATION REQUEST FORM

Excerpt from By-law No. 27/2007, a By-law to provide rules governing the order and proceedings of Council and Committees of Council of the Corporation of the Township of Guelph/Eramosa and for the conduct of its Members

12.0 DELEGATIONS

- a) The purpose of a delegation is to provide new information to Council to advance the business of the Township.
- b) Any person may, by written notice to the Clerk, make application to address Council on a matter which requires specific action of Council and which is within the jurisdiction of the Township.
- c) Requests to be a Delegation shall be submitted to the Clerk not later than noon on the Wednesday immediately preceding the regular Council Meeting as follows:
 - i. Requests to be a Delegation shall be in writing and shall include the person's complete name, address, telephone number and/or e-mail address. The written request shall also include an outline summarizing the presentation and outline specifically what action will be requested.
 - ii. In the case of a group of individuals wishing to address Council on the same matter, the Clerk will encourage the group to appoint one or two spokespersons to address Council on behalf of the group. The group is limited to ten (10) minutes for its Delegation.
- d) The Clerk shall evaluate the request for Delegation and decide whether the request complies with the criteria set out in this by-law.
- e) In the event that a request for a Delegation wishing to address an item already on the Agenda is received after the Agenda has been finalized for printing purposes, the Clerk shall make note of the request and advise the Presiding Officer at the time of the approval of the Agenda.
- f) A person wishing to appear as a Delegation may address the Council for a period of time not exceeding 5 (five) minutes. The 5 (five) minute time period may be extended by Council by a Majority vote of the Council Members present. Such question shall be decided by the Council without debate.
- g) Delegations shall sit or stand, as may be appropriate, at a place usually reserved for that purpose or as may be directed by the Presiding Officer. No person, except Members of Council and appointed officials of the Township of Guelph/Eramosa, shall be allowed to come within the horseshoe during the sittings of the Council without the permission of Council.
- h) Delegations will be permitted from the gallery without prior registration only during the public hearing portion of a Meeting under the provisions of the Planning Act, R.S.O. 1990, as amended or prior to the adoption of certain by-laws at the Council Meeting pursuant to legislative requirements.
- i) Delegations shall not be permitted to appear before Council for the sole purpose of generating publicity, grandstanding or personal attacks.
- j) Delegations who have previously appeared before Council on a subject matter shall provide new information only in any subsequent presentations relating to that matter.
- k) A person who is unable to attend a Council Meeting may arrange for another person to appear as a Delegation on such person's behalf and to read aloud a prepared statement pertaining to an item listed on the Council Agenda.
- l) Delegations shall not:
 - i. speak disrespectfully of any person;
 - ii. use offensive words;
 - iii. speak on any subject other than the subject for which they have received approval to address Council;
 - iv. disobey a decision of the Presiding Officer or Committee or Council; or,
 - v. enter into cross debate with other Delegations, administration, Council Members or the Presiding Officer.

A copy of By-law 27/2007 is available in its entirety on the Township website at www.get.on.ca



ROGERS™
Your World Right Now

Site Selection Report – Wireless Communications Installation

CN Railway Lands, Highway 7, west of Wellington Road 29

Rogers file number: C4404

LandSquared
PO Box 69010
12 St. Clair Avenue East
Toronto, ON M4T 3A1

Introduction

Rogers Communications Inc. "Rogers" constantly strives to improve coverage and network quality for the sake of their clients. Further to this goal, Rogers is proposing a new wireless telecommunication installation on CN Railway Lands, north of Highway 7, west of Wellington Road 29. This new location will improve coverage and capacity deficiencies in this area and reduce traffic load stress on other existing antennas.

Rogers has entered into a lease on the CN Rail lands depicted on the enclosed survey and described herein. The site as proposed will achieve the necessary engineering coverage objectives for our network.

As CN Rail enjoys development control over its lands, and as such acts as the primary land use authority over rail corridor lands. Municipal and public consultation is being conducted under the policies of Industry Canada's *Client Procedures Circular CPC-2-0-03 — Radiocommunication and Broadcasting Antenna Systems* ("CPC").

Proposed Installation

The proposed installation for this site is a 50-metre monopole antenna with associated radio equipment in a walk-in cabinet at the base.

The following is a photographic simulation of the proposed tower.



Access to the installation during construction and for maintenance purposes will be via an existing driveway entrance to the property on Highway 7.

Rogers proposes to install initially six-sectored 850 MHz and 1900 MHz HSPA and LTE antennas. Space will be reserved to accommodate future technology and co-location by other licensed carriers.

The site as proposed will provide wireless voice and data services for subscribers to the Rogers network.

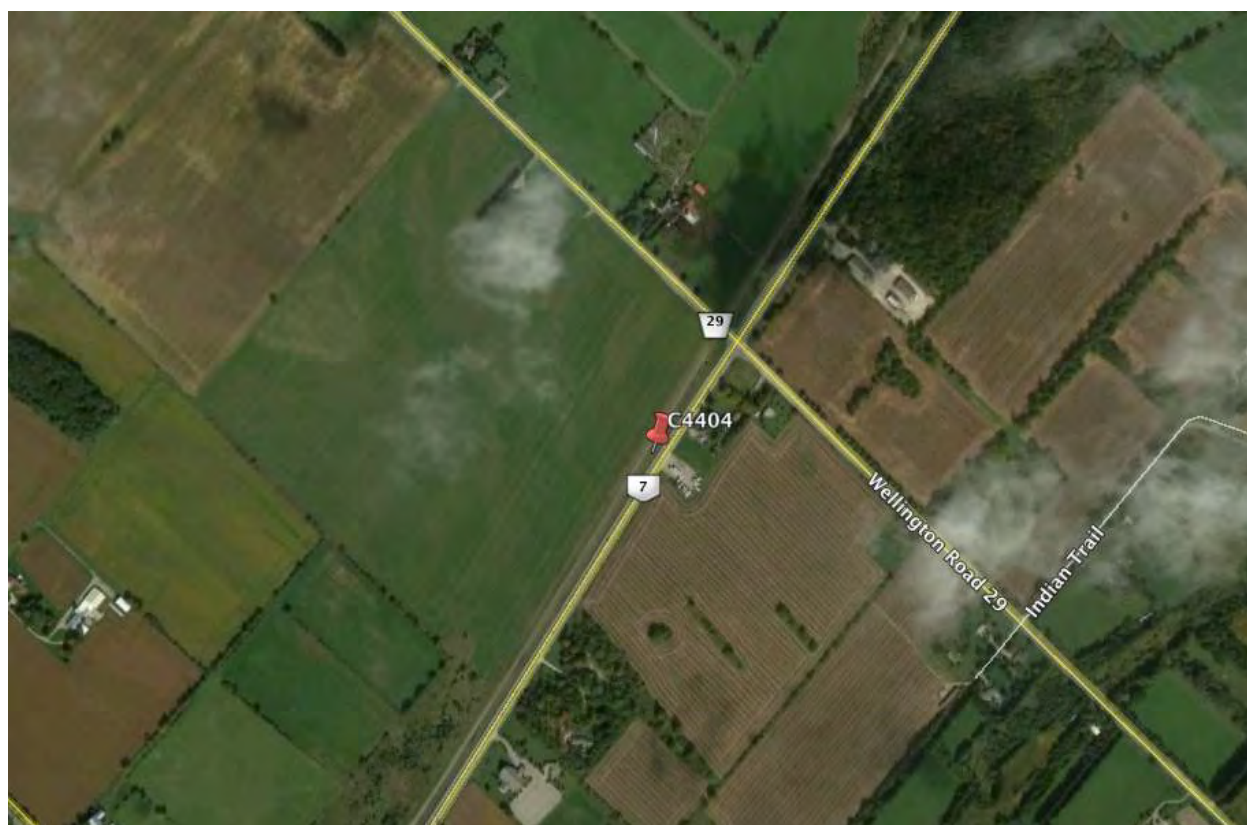
Proposed Location

The proposed wireless communication tower will be located between the railway line and Highway 7.

The property's legal description is: Part of Lot 6, Concession 1, Geographic Township of Eramosa, Township of Guelph/Eramosa, County of Wellington.

The geographic coordinates for the site are as follows:

Latitude (NAD 83) 43°35'19.40"N Longitude (NAD 83) 80°10'46.10"W



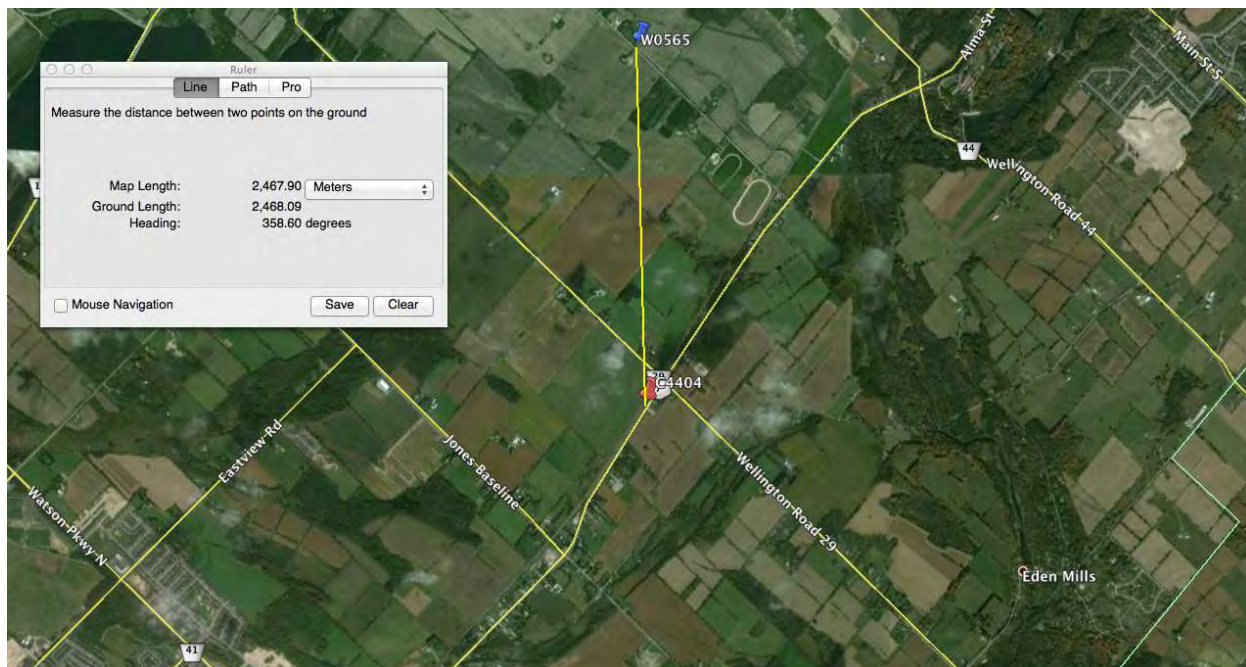
The proposed facility is located approximately 80 metres from the nearest residential building, located on the south side of Highway 7.

Justification

The proposed location is needed in order to respond to network engineering deficiencies regarding voice and data services (dropped calls and slow data speeds).

The proposed location will significantly improve our wireless signal quality and data speeds for residents, businesses, and visitors to the area.

Prior to determining that a new tower installation was required, Rogers reviewed existing structures in the area and other carrier installations for co-location opportunities. There is one existing antenna installation in the area, as shown on the following aerial photograph.



There are no existing towers in close enough proximity to the area to be a viable alternative. The nearest existing tower is a Bell installation located approximately 2.4 kilometres north of the proposed site, which is too great a distance. There are also no existing non-tower structures in the area that might provide for an alternative to a new tower.

Control of Public Access

The site facility proposes to locate the radio equipment within a fenced compound that is secured and electronically monitored.

Health Canada's Safety Code 6 Compliance

Health Canada's role is to protect the health of Canadians, so it is the Department's responsibility to research and investigate any possible health effects associated with exposure to electromagnetic energy, such as that coming from cell phones and base stations. Health Canada has developed guidelines for safe human exposure to RF energy, which are commonly known as Safety Code 6. These guidelines have been adopted by Industry Canada and are included in their regulatory documents on radiocommunication licensing and operational requirements.

Rogers Communications Inc. attests that the radio antenna system described in this notification package will comply with Health Canada's Safety Code 6 limits, as may be amended from time to time, for the protection of the general public including any combined effects of additional carrier co-locations and nearby installations within the local radio environment. For more information on Safety Code 6, please visit the following Health Canada site: www.healthcanada.gc.ca/radiation.

Canadian Environmental Assessment Act

Rogers attests that the radio antenna system as proposed for this site will comply with the Canadian Environmental Assessment Act, and accordingly this facility is exempt from assessment.

Transport Canada's Aeronautical Obstruction Marking Requirements

Rogers attests that the radio antenna system described in this notification package will comply with Transport Canada / NAV CANADA aeronautical safety requirements. Rogers has made all necessary applications to Transport Canada and NAV CANADA.

For additional detailed information, please consult Transport Canada at:
<http://www.tc.gc.ca/eng/civilaviation/regserv/cars/part6-standards-standard621-512.htm>

Engineering Practices

Rogers attests that the radio antenna system as proposed for this site will be constructed in compliance with the Canadian Standard Association and comply with good engineering practices including structural adequacy. It will comply with the relevant provisions of the Ontario Building Code. This installation is not subject to a requirement to obtain building permits.

Municipal Consultation Process

Rogers Wireless is regulated and licensed by Industry Canada to provide inter-provincial wireless voice and data services. As a federal undertaking, Rogers is required by Industry Canada to consult with land-use authorities in siting antenna locations.

The consultation process established under Industry Canada's authority is intended to allow the local land-use authorities the opportunity to address land-use concerns while respecting the federal government's exclusive jurisdiction in the siting and operation of wireless and data systems. Rogers welcomes comments from that are deemed relevant in accordance with CPC.

Contact Information

As a representative of Rogers, you can contact me at the following:
 Sean Galbraith, Municipal Affairs Manager
 LandSquared, Inc.
 PO Box 69010
 12 St. Clair Avenue East
 Toronto, ON M4T 3A1
 (416) 732-5069
sgalbraith@landsquared.com

Industry Canada's Spectrum Management

Please be advised that the approval of this site and its design is under the exclusive jurisdiction of the Government of Canada through Industry Canada. Rogers Communication Inc. is participating in this consultation in accordance with Industry Canada's CPC.

For more information on Industry Canada's public consultation guidelines including CPC, contact the local Industry Canada office:

Industry Canada, Spectrum Management
Central and Western Ontario District
Suite 201
390 Brant Street
Burlington, ON L7R 4J4
Telephone: 519-457-4826
Fax: 905-639-6551
Email: spectrum.cwod@ic.gc.ca

General information relating to antenna systems is available on Industry Canada's Spectrum Management and Telecommunications website: www.industrycanada.ca/antennas

Conclusion

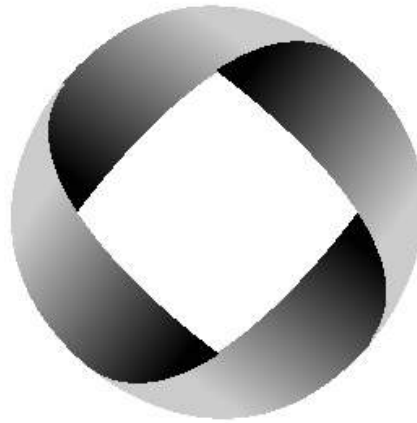
Rogers feels that the proposed site is well located to provide and improve wireless voice and data services in the area mentioned above. The proposed site is also situated and designed minimize impacts on surrounding land uses.

Rogers looks forward to working with the Township in providing improved wireless services to its residents, businesses and visitors. If you require further information about this matter, please contact me anytime.

Best regards,
LandSquared



Sean Galbraith, MCIP, RPP
Municipal Affairs Manager



ROGERS™
Your World Right Now

Site Selection Report – Wireless Communications Installation

CN Railway Lands, Fourth Line, North of Alma Street

Rogers file number: C4405

LandSquared
PO Box 69010
12 St. Clair Avenue East
Toronto, ON M4T 3A1

Introduction

Rogers Communications Inc. "Rogers" constantly strives to improve coverage and network quality for the sake of their clients. Further to this goal, Rogers is proposing a new wireless telecommunication installation on CN Railway Lands, west of Fourth Line, north of Alma Street. This new location will improve coverage and capacity deficiencies in this area and reduce traffic load stress on other existing antennas.

Rogers has entered into a lease on the CN Rail lands depicted on the enclosed survey and described herein. The site as proposed will achieve the necessary engineering coverage objectives for our network.

As CN Rail enjoys development control over its lands, and as such acts as the primary land use authority over rail corridor lands. Municipal and public consultation is being conducted under the policies of Industry Canada's *Client Procedures Circular CPC-2-0-03 — Radiocommunication and Broadcasting Antenna Systems* ("CPC").

Proposed Installation

The proposed installation for this site is a 50-metre monopole antenna with associated radio equipment in a walk-in cabinet at the base.

The following is a photographic simulation of the proposed tower.



Access to the installation during construction and for maintenance purposes will be via an existing driveway entrance to the property on Fourth Line.

Rogers proposes to install initially six-sectored 850 MHz and 1900 MHz HSPA and LTE antennas. Space will be reserved to accommodate future technology and co-location by other licensed carriers.

The site as proposed will provide wireless voice and data services for subscribers to the Rogers network.

Proposed Location

The proposed wireless communication tower will be located on the south side of the railway, approximately 27 metres west of Fourth Line.

The property's legal description is: Part of the Northeast Half of Lot 6, Concession 3, Geographic Township of Eramosa, now in the Town of Guelph/Eramosa, County of Wellington.

The geographic coordinates for the site are as follows:

Latitude (NAD 83) 43°36'43.81"N Longitude (NAD 83) 80° 9'35.00"W



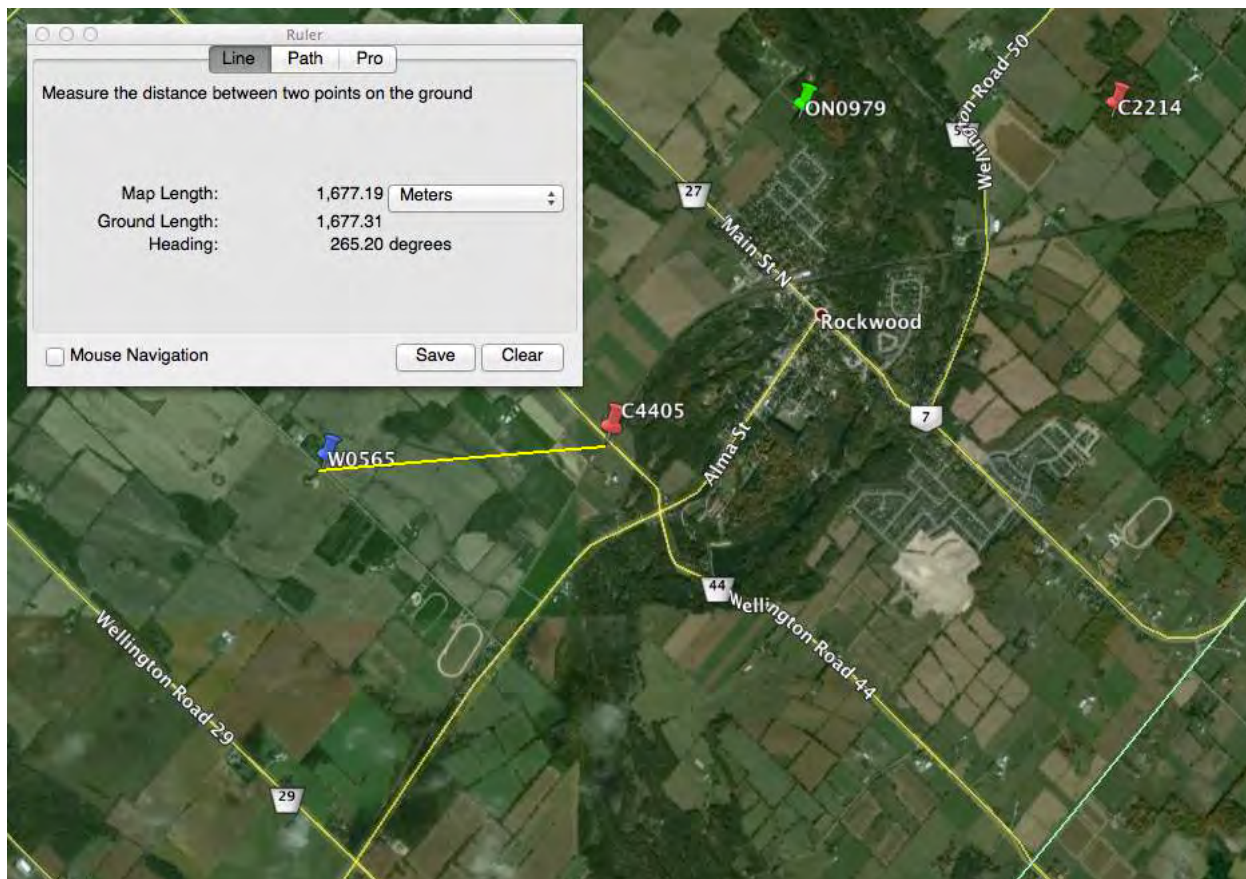
The proposed facility is located approximately 185 metres from the nearest residential building.

Justification

The proposed location is needed in order to respond to network engineering deficiencies regarding voice and data services (dropped calls and slow data speeds).

The proposed location will significantly improve our wireless signal quality and data speeds for residents, businesses, and visitors to the area.

Prior to determining that a new tower installation was required, Rogers reviewed existing structures in the area and other carrier installations for co-location opportunities. There is one existing antenna installation in the area, as shown on the following aerial photograph.



There are no existing towers in close enough proximity to the area to be a viable alternative. The nearest existing tower is a Bell installation located approximately 1.6 kilometres west of the proposed site, which is too great a distance. There are also no existing non-tower structures in the area that might provide for an alternative to a new tower.

Control of Public Access

The site facility proposes to locate the radio equipment within a fenced compound that is secured and electronically monitored.

Health Canada's Safety Code 6 Compliance

Health Canada's role is to protect the health of Canadians, so it is the Department's responsibility to research and investigate any possible health effects associated with exposure to electromagnetic energy, such as that coming from cell phones and base stations. Health Canada has developed guidelines for safe human exposure to RF energy, which are commonly known as Safety Code 6. These guidelines have been adopted by Industry Canada and are included in their regulatory documents on radiocommunication licensing and operational requirements.

Rogers Communications Inc. attests that the radio antenna system described in this notification package will comply with Health Canada's Safety Code 6 limits, as may be amended from time to time, for the protection of the general public including any combined effects of additional carrier co-locations and nearby installations within the local radio environment. For more information on Safety Code 6, please visit the following Health Canada site: www.healthcanada.gc.ca/radiation.

Canadian Environmental Assessment Act

Rogers attests that the radio antenna system as proposed for this site will comply with the Canadian Environmental Assessment Act, and accordingly this facility is exempt from assessment.

Transport Canada's Aeronautical Obstruction Marking Requirements

Rogers attests that the radio antenna system described in this notification package will comply with Transport Canada / NAV CANADA aeronautical safety requirements. Rogers has made all necessary applications to Transport Canada and NAV CANADA.

For additional detailed information, please consult Transport Canada at:
<http://www.tc.gc.ca/eng/civilaviation/regserv/cars/part6-standards-standard621-512.htm>

Engineering Practices

Rogers attests that the radio antenna system as proposed for this site will be constructed in compliance with the Canadian Standard Association and comply with good engineering practices including structural adequacy. It will comply with the relevant provisions of the Ontario Building Code. This installation is not subject to a requirement to obtain building permits.

Municipal Consultation Process

Rogers Wireless is regulated and licensed by Industry Canada to provide inter-provincial wireless voice and data services. As a federal undertaking, Rogers is required by Industry Canada to consult with land-use authorities in siting antenna locations.

The consultation process established under Industry Canada's authority is intended to allow the local land-use authorities the opportunity to address land-use concerns while respecting the federal government's exclusive jurisdiction in the siting and operation of wireless and data systems. Rogers welcomes comments from that are deemed relevant in accordance with CPC.

Contact Information

As a representative of Rogers, you can contact me at the following:

Sean Galbraith, Municipal Affairs Manager

LandSquared, Inc.

PO Box 69010

12 St. Clair Avenue East

Toronto, ON M4T 3A1

(416) 732-5069

sgalbraith@landsquared.com

Industry Canada's Spectrum Management

Please be advised that the approval of this site and its design is under the exclusive jurisdiction of the Government of Canada through Industry Canada. Rogers Communication Inc. is participating in this consultation in accordance with Industry Canada's CPC.

For more information on Industry Canada's public consultation guidelines including CPC, contact the local Industry Canada office:

Industry Canada, Spectrum Management

Central and Western Ontario District

Suite 201

390 Brant Street

Burlington, ON L7R 4J4

Telephone: 519-457-4826

Fax: 905-639-6551

Email: spectrum.cwod@ic.gc.ca

General information relating to antenna systems is available on Industry Canada's Spectrum Management and Telecommunications website: www.industrycanada.ca/antennas

Conclusion

Rogers feels that the proposed site is well located to provide and improve wireless voice and data services in the area mentioned above. The proposed site is also situated and designed minimize impacts on surrounding land uses.

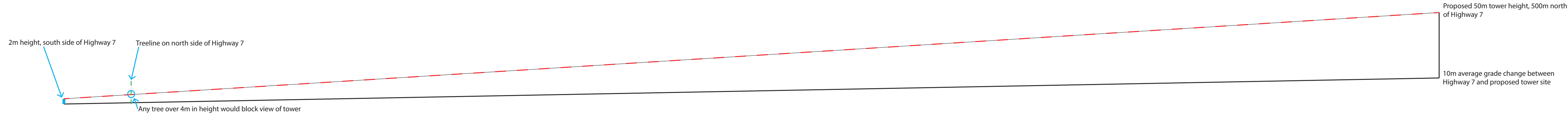
Rogers looks forward to working with the Township in providing improved wireless services to its residents, businesses and visitors. If you require further information about this matter, please contact me anytime.

Best regards,

LandSquared



Sean Galbraith, MCIP, RPP
Municipal Affairs Manager





TOWNSHIP OF GUELPH / ERAMOSA PLANNING REPORT

Prepared by MacNaughton Hermesen Britton Clarkson Planning Limited
MHBC File 9902IL Report Date May 28, 2014

- Application:** Standard Condominium, Noble Ridge – Harris Street Developments Inc.
File No. D12 23CD-13002
- Location:** Blocks 94 and 94, Registered Plan 61M-186 Rockwood (Geographic Township of Eramosa), Now Township of Guelph/Eramosa
- Council date:** June 2, 2014
- Attachments:**
1. Township Conditions of Approval (4 pages)
 2. Approved Site Plan (1 page)
 3. Draft Plan of Standard Condominium (1 page)
 4. Zoning Compliance Chart (1 page)

TOTAL PAGES: 14

CONCLUSION/SUMMARY

A Standard Condominium application has been submitted to the County of Wellington for the private development of 85 townhouse dwellings on the lands within the Noble Ridge subdivision south of Jolliffe Avenue in the Rockwood Urban Area. The development includes three private roadways, with two access points onto Jolliffe Avenue.

The proposed development has been the subject of previous approvals including a zoning by-law amendment; plan of subdivision and site plan approval. The proposed Standard Condominium implements the previous approvals granted for the subject lands, and would allow for the sale of individual units.

The County of Wellington is the approval authority for Plans of Condominium. As such they have circulated the Plan for comment.

The application has been vetted by Township staff and proposed conditions of approval are attached.

RECOMMENDATION

It is recommended:

1. THAT the Township of Guelph-Eramosa endorse the draft plan of condominium application D12 23CD-13002, subject to the conditions of approval included as Attachment 1 to this report;
2. THAT the applicant renumber the Units 1 to 85 (prior to Draft Plan of Condominium Approval, by the County) to correspond to the unit numbering system of the approved Site Plan;
3. THAT a copy of this report and Council resolution in support of the application be provided to the County of Wellington.

Submitted by:



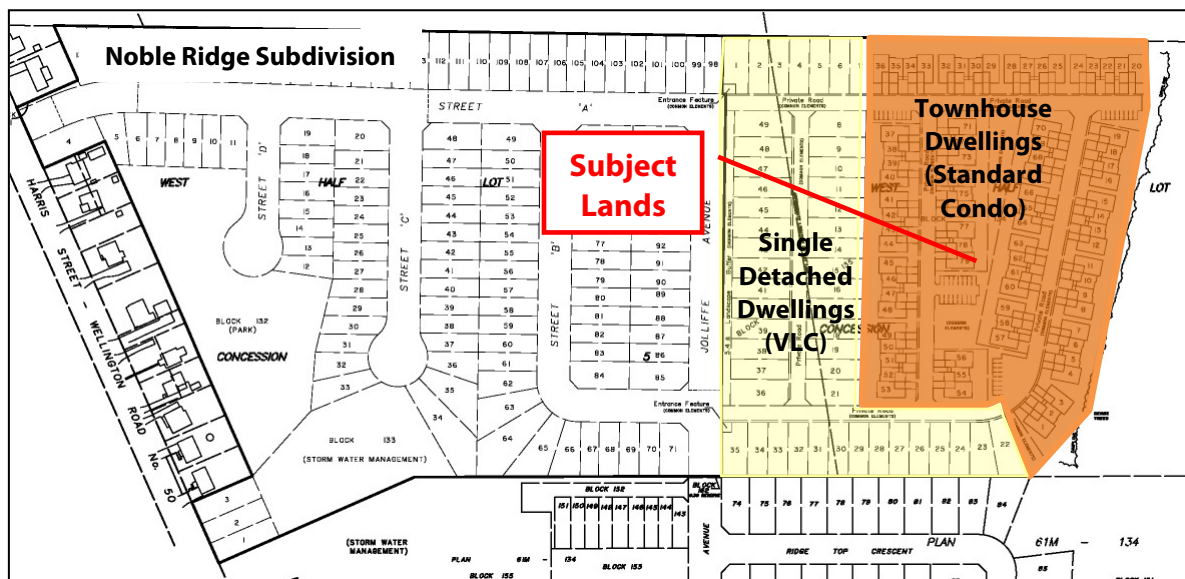
Bernard P. Hermesen, MUDS, BES, MCIP, RPP



Emily Elliott, BES

INTRODUCTION

Charleston Homes has submitted to the County of Wellington (the “County”) a Standard Condominium application for the lands south of Jolliffe Avenue within the Noble Ridge Subdivision in the Rockwood urban area of the Township of Guelph/Eramosa (File No. D12 23CD-13002). The purpose of this report is to provide Township Council comments and suggest conditions of approval to the County for its consideration of the Standard Condominium application.



The Standard Condominium (the “Subject Lands”) is 3.532 ha (8.73 acres) in size and is adjacent to a recently approved Vacant Land Condominium consisting of 49 single detached dwellings. The proposed development includes 85 townhouse units that front onto private roadways (Juniper Street, Linden Avenue and Hickory Drive). These private condominium roads will provide access through the adjacent development to Jolliffe Avenue. The townhouses are arranged in blocks of 3 to 5 units and will contain a mix of single- and double-car garages. Off-street parking is provided in four parking lots distributed throughout the development.

To the east of the subject lands is the urban boundary of Rockwood. Beyond the boundary are primarily agricultural uses. The broader Rockwood community is found to the north, west and south of the subject lands. There is existing development along Harris Street and to the south within Rockwood Ridge, which includes single detached, semi-detached and townhouse dwellings. The area to the immediate south of the subject lands is a treed slope that is zoned Hazard (H) and under Township ownership.

DECISION HISTORY

Numerous approvals have been granted to permit the development of the Subject Lands and the adjacent lands to the north, known as the “Noble Ridge Subdivision”. A brief summary of the decision history is set out below:

1. **Zoning By-law Amendment** (ZBA04/10 / By-law 39/2011) was enacted by Township Council on June 28, 2011 to permit the development of a residential subdivision. The

Zoning By-law Amendment permitted the development of the Noble Ridge Subdivision with a mixture of single detached, semi-detached and townhouse dwellings, a park block and a stormwater management block. The subject townhouse block was zoned Village Residential Low Density ('R1') subject to Special Provision 21.157.

2. **Draft Plan of Subdivision** (23T-10002) – was submitted concurrently with the zoning by-law amendment application. The application included the following:

- The extension of Jolliffe Avenue and the creation of new streets within the plan of subdivision;
- 5.6 hectares including 130 lots for single detached dwellings;
- a 3.9 hectare block, known as Block 134, to be developed with 85-87 cluster townhouse units (the Subject Lands);
- 2.3 hectare block adjacent to Jolliffe Avenue, known as Block 153, to be developed with single detached dwellings (subject to the Vacant Land Condominium application described below)

The Draft Plan of Subdivision application was approved by the County.

5. **Vacant Land Condominium (VLC)** (23CD-10001, Block 93, 61M-186) The VLC is 2.68 hectare (6.63 acres) in size and is located adjacent to Jolliffe Avenue. It includes 49 single single-detached dwelling units that front onto private roadways (Hickory Drive, Chestnut Drive and Linden Avenue). The VLC was draft approved on August 5, 2011 by the County. The conditions of approval are to be addressed within 5 years. The conditions of approval must be satisfied in order for the Plan of Condominium to be registered.

6. **Site Plan Approval** (D11 HA) - the approved Site Plan application includes the lands subject to the VLC and the Subject Lands. A site plan is generally not required for single detached dwellings (unit type within the VLC) however in this case it was required as a condition of approval. In addition there are shared components between the VLC and the proposed Standard Condominium (eg. access roads). Site Plan Approval was granted by the Township on October 21, 2013, subject to a number of conditions. A Site Plan Control Agreement was entered into on January 13, 2014. A copy of the approved Site Plan is provided at Attachment 2.

AGREEMENTS

Through the approvals process, several agreements have been registered on title. These Agreements are briefly summarized as follows:

1. **Subdivision Agreement, October 15, 2012** – A subdivision agreement was prepared by the Township to govern the development of the Noble Ridge Subdivision. It was agreed that the development would proceed in three phases, with three separately registered plans. The Subdivision Agreement and Plan of Subdivision include 86 residential lots,

vehicular access points, a stormwater management block and a park block. The VLC block and the subject townhouse block are shown as Blocks 93 and 94 on the Plan of Subdivision and are considered to be Phases 2 and 3. It was agreed that the Subdivision Agreement would be amended or updated as necessary to include provision of new schedules required to permit the registration of the Plans for Phases 2 and 3 (Blocks 93 and 94, respectively).

- 2. Supplementary Subdivision Agreement** – The Supplementary Subdivision Agreement was required in order to allow the developer to proceed with the Vacant Land Condominium (Phase 2/ Block 93). All the provisions of the Subdivision Agreement and the provisions of the Supplementary Subdivision Agreement apply to the VLC.
- 3. Site Plan Control Agreement, January 13, 2014** – The Township of Guelph/Eramosa issued Site Plan Approval on October 21, 2013, subject to conditions, including that the owner enter into a Site Plan Agreement. The Site Plan Control Agreement secures the provision of works, facilities and the construction of the development in accordance with the approved plans and drawings. The Site Plan Agreement includes both the VLC and the proposed townhouse development subject to this application for Standard Condominium.

In addition to the foregoing, the following other agreements have been entered into in order to regulate the development of the Subject Lands: Waste Agreement; Development Charges Agreement and Rockwood Wastewater Agreement.

DRAFT PLAN OF CONDOMINIUM

The submitted Draft Plan of Condominium is for a Standard Condominium to permit the development of the Subject Lands with townhouse dwellings in accordance with the approved Site Plan.

The proposed Standard Condominium is located on a 3.532 hectare (8.73 acre) parcel of land. It is to be developed with 85 lots each containing one townhouse dwelling. A total of 242 parking spaces and 51 visitor parking spaces are to be provided. The proposed coverage of the Standard Condominium is 37% and the proposed density is 24.07 units per hectare.

The proposed Standard Condominium includes 'Common Elements' and 'Exclusive Use' components. The Common Elements include all condominium roads, landscaped areas, sidewalks, visitor parking areas, and all areas not designated as Exclusive Use. Units 1-85 and their associated rear and front yards are Exclusive Use elements. Unit boundaries include the rear yard deck, front yard driveway and all exterior building components with the exception of the subroof, roof coverings and related eaves troughs and down spouts which are to be Common Elements. The "Site Plan - Showing Common Elements and Units" prepared by VanHarten Surveying Inc., dated September 25, 2013 was approved as part of the Site Plan Approval and is attached to the registered Site Plan Agreement.

The proposed Draft Plan of Condominium, prepared by Black, Shoemaker, Robinson & Donaldson, dated August 2, 2013, (Attachment 3) generally reflects the approved site plan

except for the unit numbering system (#1-85). A revised Draft Plan of Condominium that is consistent with the approved Site Plan will be filed with the County and the Township prior to County Council's consideration of this application (see the report recommendation #2).

Through the previous approvals outlined above, the following reports and plans have been considered and analyzed:

- Planning Justification Report, prepared by Black, Shoemaker, Robinson & Donaldson Limited, dated June, 2010;
- Planning Justification Statement, prepared by Black, Shoemaker, Robinson & Donaldson Limited, dated December 2010;
- Functional Servicing Report, prepared by AMEC Earth & Environmental, dated June, 2010;
- Slope Stability Assessment, prepared by CVD Chung & Vander Doelen Engineering Ltd., dated June 20, 2011;
- Stage 1 and 2 Archaeological Assessment, prepared by Amanda Wong of Archaeological Research Associated Ltd., dated July 2008; and,
- Existing Trees and Open Space Report for a Residential Subdivision, prepared by The Landplan Collaborative Ltd., dated October 12, 2009 and revised June 21, 2010.

PROVINCIAL POLICY STATEMENT AND PROVINCIAL PLANS

The Provincial Policy Statement, 2014 ("PPS") provides policy direction on matters of Provincial interest related to land use planning and development. It is to be considered in all planning decisions.

The Growth Plan for the Greater Golden Horseshoe provides a broad range of policy directions and is based on the principle of intensifying existing built-up areas, efficiently using urban land and existing and planned infrastructure, and protecting natural heritage and employment areas over the long term.

The subject application proposes the medium-density residential development lands within the built-up area of Rockwood. It will contribute to the provision of a range and mix of housing types within the Rockwood urban area and will make efficient use of existing and planned services and infrastructure. The proposed draft plan of condominium is consistent with the PPS and conforms to and does not conflict with the Growth Plan for the Greater Golden Horseshoe.

COUNTY OF WELLINGTON OFFICIAL PLAN

The Subject Lands are located within the Rockwood Urban Centre of the Township of Guelph/Eramosa by the County of Wellington Official Plan ("OP"). They are situated outside of the Built Boundary and are designated **Residential**. The predominant use of land in areas designated Residential shall be residential. Multiple residential developments, such as townhouses, are permitted on lands designated Residential, subject to the requirements of the zoning by-law.

The proposed Draft Plan of Condominium conforms to the applicable policies of the Official Plan and is considered to be appropriate medium density development.

TOWNSHIP OF GUELPH/ERAMOSA ZONING BY-LAW NO. 57/1999

The Subject Lands are zoned 'Village Residential Low Density' (R1) subject to Special Provision 21.157. Special Provision 21.157 was enacted by way of By-law 39/2011 in order to establish appropriate site specific regulations to permit the development of the Noble Ridge Subdivision. The proposed development complies with the applicable zoning (Attachment 4).

AGENCY COMMENTS

As of the date of this report, the following comments have been received and are summarized:

Chief Building Official - Township of Guelph/Eramosa , August 28, 2013

- The Building Department has reviewed the proposed Condominium Development and has no concerns.

Grand River Conservation Authority (GRCA), October 1, 2013

- The GRCA has no objection to the issuance of final approval of the proposed residential condominium,
- The stormwater management scheme and resource information for the proposed development was addressed through the review process during consideration of the associated plan of subdivision and vacant land condominium applications.

Township of Guelph/Eramosa Solicitor (Scott Galajda, Miller Thomson), April 9, 2014

- Draft Conditions of Approval provided

DISCUSSION**SANITARY SEWAGE**

With respect to the adequacy of the servicing of the proposed development from a sanitary sewage collection and treatment perspective, the Township has entered into an agreement with the developer to finance the upgrades to the Township's collection and treatment facilities. That agreement governs the timing of the release of building permits and occupancy permits so that it is consistent with the Township's expected capacity. The Township has also entered into a site plan agreement with the developer in connection with this site, which site plan agreement is subject to the aforementioned agreement governing the timing of the release of permits.

STREET NAMES

The street names indicated on the Draft Plan of Condominium, Linden Avenue, Hickory Drive and Juniper Street (all to be private laneways), were approved by Township Council at its meeting of August 12, 2013. The County has agreed to assign civic addresses to the proposed draft plan of condominium, subject to conditions.

Attachment 1 - Proposed Township Conditions for Draft Plan of Condominium

The conditions provided here are specific to the Township of Guelph/Eramosa. A complete set of draft plan of approval conditions will be prepared by the County of Wellington and will include additional conditions as required by the County and other agencies such as Canada Post, School Boards, etc. Headings are included within the conditions for reference only and are not intended to be included in the compiled conditions prepared by the County. The order of the conditions and minor rewording may be modified if necessary and is appropriate provided the end result of the condition remains. The Township should be circulated on the compiled set of conditions. The Subdivision Agreement, Development Agreement and Condominium Declaration are used to implement many of the conditions.

Township Proposed Draft Plan of Standard Condominium Conditions

These conditions are based on the draft plan, County of Wellington File No. 23CD-13002, prepared by Black, Shoemaker, Robinson & Donaldson Limited, dated August 2, 2013, that shows Units 1 through 85 (85 townhouse units) and common elements including private roads, sidewalks and visitor parking spaces being a total of 3.532 hectares.

GENERAL/STANDARD

- a. THAT the plan proposed for registration for any phase within the condominium shall be reviewed and accepted by the Township of Guelph/Eramosa prior to the County of Wellington's granting final approval.
- b. THAT prior to final approval by the County of Wellington, the County of Wellington is to be advised by the Township of Guelph/Eramosa that appropriate zoning is in effect for this proposed condominium.
- c. THAT prior to the final approval and registration of the first phase of the plan, the Owner provide to the Township for its satisfactory review the proposed Declaration which shall include provisions with respect to access and servicing easements, parking and garbage pick-up.

ROADS/RESERVES

- d. THAT the Owner will provide and will install all street name signs, trail signage and traffic control signals that may be required by the Township of Guelph/Eramosa.

EASEMENTS/UTILITIES

- e. THAT such easements as may be required for utility, fire protection facilities, telecommunication services, watermain, sanitary sewer, drainage or access purposes shall be granted to the appropriate authority.

DEVELOPMENT AGREEMENT

- f. THAT the Development Agreement between the Owner and the Township of Guelph/Eramosa be registered against the lands to which it applies, and that a copy of that Development Agreement as registered in the Land Registry Office be filed with the County of Wellington.

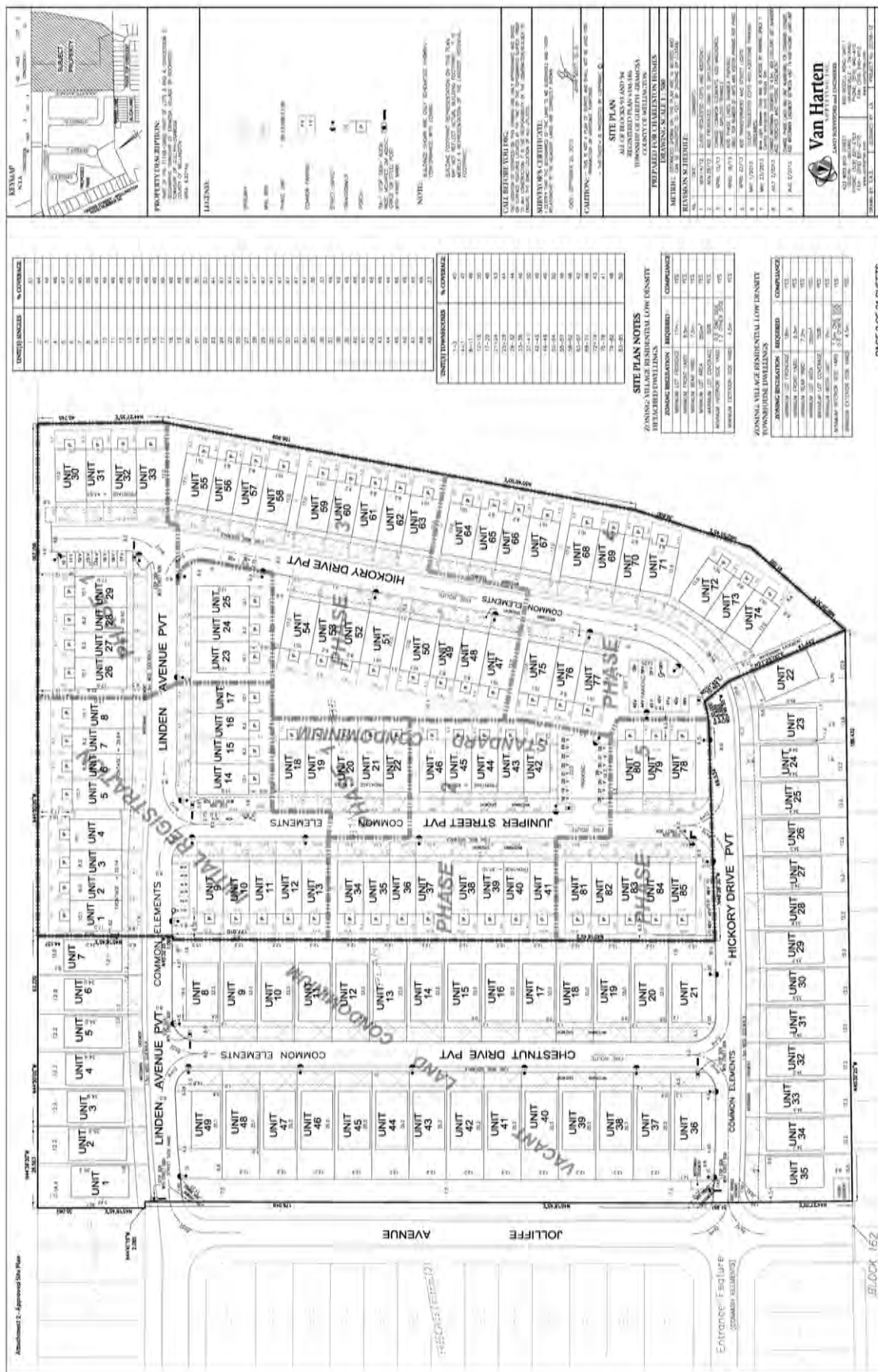
- g. THAT the Development Agreement between the Owner and the Township of Guelph/Eramosa shall contain provisions whereby the Owner shall undertake to register the Standard Condominium plan as one Condominium Corporation to the satisfaction of the Township of Guelph/Eramosa and the County of Wellington.
- h. THAT the Development Agreement between the Owner and the Township of Guelph/Eramosa shall contain a provision that the Owner agrees in writing to satisfy all the requirements, financial and otherwise, of the Township of Guelph/Eramosa including but not limited to the provision and standard of roads, waste removal, snow removal and storage, the installation of services and drainage, sidewalks and trails, street lighting, signage, the planting and preservation of trees, landscaping and the provision of fencing.
- i. THAT the Development Agreement between the Owner and the Township of Guelph/Eramosa shall contain provisions that require the Owner to prepare and implement a construction traffic access and control plan for all phases of servicing and building construction prior to the issuance of building permits and to the satisfaction of the Township. All damage or maintenance required to surrounding streets as a result of construction traffic shall be at the Owners/developer's cost.
- j. THAT the Development Agreement between the Owner and the Township of Guelph/Eramosa shall contain provisions whereby the Owner shall make satisfactory arrangements with the appropriate electricity provider and telephone provider for the provision of permanent and/or temporary electrical services and telephone services to the plan.
- k. THAT the Development Agreement between the Owner and the Township of Guelph/Eramosa shall contain provisions whereby the Owner shall provide the opportunity for the Township of Guelph/Eramosa to review and approve any proposed condominium description, declaration and any arrangements for shared use of facilities, and any related agreements and easements in respect to this condominium development prior to final approval of the Plan by the County.
- l. THAT the Development Agreement between the Owner and the Township of Guelph/Eramosa shall contain provisions to the effect that prior to the final approval the Owner shall develop the common elements components of the plan of condominium in accordance with all approved plans, including but not limited to, site plan, lot grading and drainage control plans, storm servicing plan, servicing plan as approved by the Township of Guelph/Eramosa. For those parts of the common elements components not completed prior to final approval, the Owner shall provide financial assurances to the satisfaction of the Township of Guelph/Eramosa to ensure all common elements are completed in a timely and satisfactory manner.
- m. THAT the Development Agreement between the Owner and the Township of Guelph/Eramosa shall contain provisions to the effect that all agreements of purchase and sale shall ensure that all persons who make first purchases of land within the plan of Condominium after final approval of the condominium plan, are informed when land is transferred, of all the development charges related to this development.
- n. THAT the Development Agreement between the Owner and the Township of Guelph/Eramosa shall contain provisions to the effect that prior to final approval of the

plan by the County of Wellington that the Owner submit to the Township of Guelph/Eramosa for its review and approval a copy of a Home Owner's Information Package which provides information including but not limited to the development proposed within the subdivision, protection of the adjacent stone fences, adjacent community trails, waste removal, snow storage and removal, parking and limiting encroachment onto hazard lands.

- o. THAT the Development Agreement between the Owner and the Township of Guelph/Eramosa shall contain provisions to require the Owner to require the builders with the Draft Plan of Condominium to attach the final grading plan and servicing plan, the detailed landscape plan and Home Owner's Information Package to each agreement of purchase and sale (prior to its execution) for each lot or block.
- p. THAT the Development Agreement between the Owner and the Township of Guelph/Eramosa shall contain provisions that require the installation, completion, operation maintenance and securities for the extension of municipal services in accordance with approved plans by the Township of Guelph/Eramosa.
- q. THAT the Development Agreement between the Owner and the Township of Guelph/Eramosa shall contain provisions that require the Owner to satisfy the requirements of the Township of Guelph/Eramosa Fire Department including adequate access for Fire Department vehicles.
- r. THAT the Development Agreement between the Owner and the Township of Guelph/Eramosa shall contain a provision that requires the Condominium Corporation to not disturb the existing stone fences on the properties boundaries, with the exception of disturbance or enhancements for safety and maintenance. Any disturbance required for safety is the responsibility of the Condominium Corporation and would require consultation with the Township.
- s. THAT the Development Agreement between the Owner and the Township of Guelph/Eramosa shall contain a provision that wastewater treatment allocation will be conditional upon the Owner registering the last phase of the condominium within five years, failing which the Township may withdraw, at its discretion, said allocation.
- t. THAT the Development Agreement between the Owner and the Township of Guelph/Eramosa shall contain a provision, in a form acceptable to the Township, that requires the Owner to:
 - i. undertake all works according to the plans and reports under condition no. ii below:
 - ii. to construct, install and maintain erosion and sediment control facilities, satisfactory to the Township's Engineer, prior to any grading or construction on the Condominium lands in accordance with a plan that has been submitted to and approved by the Township's Engineer. Furthermore, the developer's engineer shall provide a qualified environmental inspector, satisfactory to the Township's Engineer, to inspect the site during all phases of development and construction including grading, servicing and building construction. The environmental inspector shall monitor and inspect the erosion and sediment control measures and procedures and compliance with the approved plans on a weekly or more frequent basis if required. The environmental inspector shall report on his or her findings to

- the Township's Engineer on a monthly or more frequent basis.
- iii. to maintain all stormwater management facilities in good repair and operating order throughout all phases of construction until final acceptance of services has been granted by the Township of Guelph/Eramosa.
 - iv. to erect a Condominium sign on the property containing the following information:
 - i. identifying all proposed uses within the draft approved plan of condominium;
 - ii. identifying off street parking restrictions to be imposed by the Township of Guelph/Eramosa upon final acceptance of the Condominium;
 - iii. illustrating the location of proposed sidewalks, public walkways, trails, fences and community mailbox locations.
 - u. THAT the Development Agreement between the Owner and the Township of Guelph/Eramosa shall contain provisions with respect to the completion of works outlined in condition v. below.
 - v. THAT prior to final approval by the County of Wellington or any construction or grading on the subject property, the Owner or its agent shall submit the following plans and reports to the Grand River Conservation Authority and to the Township of Guelph/Eramosa for review and approval:
 - i. lot grading and drainage control plans that show the limits of all grading, including existing and proposed site grades and drainage;
 - ii. a storm servicing plan showing the layout of the storm sewer system;
 - iii. a detailed Final Stormwater Management Report and Plans, in accordance with the Stormwater Management Practices Planning and Design Manual (Ministry of the Environment, 2003). The report shall include an assessment of the impacts on off-site watercourses and municipal drains and should include geotechnical information addressing the infiltration function will be protected and maintained. In addition, a storm-servicing plan for the site should be included;
 - iv. erosion and sedimentation control plans, in accordance with the Grand River Conservation Authority's Guidelines for sediment and erosion control indicating the means whereby erosion will be minimized and silt maintained on site throughout all phases of grading and construction. Plans should indicate maintenance requirements for all employed devices.
 - w. THAT prior to Final Approval by the County of Wellington, the County of Wellington's Director of Planning and Development be advised in writing by the Township of Guelph/Eramosa how conditions a. to v. have been satisfied.

Attachment 2 - Approved Site Plan



Attachment 3 - Draft Plan of Standard Condominium



Attachment 4 – Zoning Compliance Table

Zoning Compliance (General Provisions, Village Residential Low Density (R1), SP 21.157)		
By-law Section	Required	Site Plan/Provided
21.157.vii	Townhouse Dwelling	Complies. Townhouse dwelling (cluster)
21.157.x.a Lot Area	Min. 200.0 m ² for each dwelling unit	Complies
21.157.x.b Lot Frontage	Min. 18.0m	Complies. Frontage applies to block as a whole
21.157.x.c Width	Min. 7.0m for each Dwelling	Complies. Most units 8.2m wide, up to 10.5m
21.157.x.d Front Yard	Min. 6.5m to each Dwelling	Complies
21.157.x.e Rear Yard	Min. 7.5m to each Dwelling	Complies
21.157.x.f Interior Side Yard	Min. 1.5m, other side yard 0.0m between attached Dwelling Units. Min. 3.0m between the foundations of adjacent blocks of attached Dwelling Units	Complies
21.157.x.g Exterior Side Yard	Min. 4.5m	Complies.
21.157.x.gh Lot Coverage	Max. 50%	Complies. Ranges from 40-50%
21.157.x.i Building Height	Max.10.6 m	Compliance through Building Permit
21.157.ii.a Parking	2 spaces per dwelling unit - 170 parking stalls required	Complies. 242 parking stalls provided - 121 in garages, 121 in driveways.
21.157.ii.b Visitor Parking	0.5 dedicated visitor parking per dwelling unit - 43 required	Complies - 51 visitor parking spaces provided (40 off-street, 11 on-street)
5.3.15 Accessible Parking	1/first 10 required spaces plus 1/each 50 spaces -2 required	Complies, 2 accessible parking spaces provided

**FIRE DEPARTMENT'S REPORT
REPORT 14-06**

TO: Mayor and Members of Council

FROM: John Osborne, Fire Chief

MEETING DATE: Monday, June 2, 2014

SUBJECT: Recovery of Fire Services Costs for Fire Incidents

RECOMMENDATION:

Be it resolved that Fire Department Report 14-06 regarding recovery of fire services costs be received; and

AND FURTHER THAT Council approve entering to a sole source agreement with Fire Marque, the sole provider of this service,

That the Mayor and Clerk be authorized to enter into an agency agreement with Fire Marque in a form approved by the Township Solicitor, and;

That the necessary amendments to the General Fees and Charges By-law be made to permit the recovery of services costs from insurance companies, and;

That By-law 43/2014 be approved.

PREAMBLE:

The purpose of this report is to inform Council of the services offered by Fire Marque Incorporated. The report is in support of gaining Council's approval to amend the General Fees and Charges By-law and enter into an agreement with Fire Marque for a three year term to claim costs associated with attendance at fire incidents where there is coverage under residential or commercial insurance policies.

BACKGROUND:

Fire Marque is a Canadian company that specializes in recovering costs for municipalities for Fire Services attendance at fire incidents through property insurance policies. On February 4, 2014 Mr. Chris Carrier, National Accounts Manager, Fire

Marque Incorporated gave a presentation Chief Osborne and Deputy Renaud on the Fire Marque service. On April 9, 2014 Chief Osborne, Deputy Renaud and CAO Wingrove again met with Mr. Carrier, at the Township office, to further discuss the services provided by Fire Marque Incorporated Indemnification Technology Services.

COMMENTS AND CONSIDERATIONS:

Fire Marque Incorporated are the creators of an industry recognized, trademarked program known as "Indemnification Technology"®. This service works on behalf of Fire Departments to invoice insurance companies directly for costs of the department's attendance with respect to insured perils using pre-existing clauses within insurance policies.

The Indemnification Technology program was created by Fire Marque and there are no comparable services offered in the marketplace. Municipalities are engaging Fire Marque through a sole sourcing process due to the lack of other service providers.

Other municipalities using Fire Marque include Guelph, Kitchener Barrie, North Bay, Port Hope, New Tecumseth, plus a number of Fire Departments in other provinces.

The majority of commercial and home insurance policies provide coverage for fire department charges incurred when the fire department is called upon and attends a fire emergency. The amount of insurance coverage can range from \$500 to \$25,000 depending on the policy.

Fire Marque would act on behalf of the Township to recover the costs for fire services provided through an agency agreement. Costs would only be recovered if the individual had insurance coverage.

Currently the fire department has the authority to invoice property owners under By-Law 38-2013 Fire Department Establishing and Regulating Bylaw and By-law 2011-122 Fees & Charges By-law for Hazardous Materials Spills/Clean Up and Extraordinary Expenses. As per the by-law any unpaid fees and interest charges can be collected as municipal taxes.

In order for the Township to be able to recover costs from property insurance policies, a by-law outlining the fee for service is required before a payment will be made by the insurance company. If the municipality enters into an agency agreement with Fire Marque Incorporated an amendment to By-law 42/2014 "Fees & Charges By-law" will be required. The term "Indemnification Technology"® will be required to be added to the list for fire department fees under the by-law.

Once an agency agreement is signed between the municipality and Fire Marque Incorporated, the company would act as an agent on behalf of the municipality in the recovery of costs for fire services provided. The Fire Department provides Fire Marque with the information on a mutually agreed schedule in regards to calls attended and services performed by the fire department. The information is provided through the standard incident reports which are generated as part of the regular occurrence reporting to the Office of the Fire Marshal.

Fire Marque will look into the insurance coverage of the property owner or the persons responsible for the incident to determine if there is a possibility for collection of costs under the fire insurance provisions of the insurance coverage. If coverage exists, Fire Marque will submit a detailed invoice of services performed by the fire department to the property owner's insurance company in regards to costs for the incident. Fire Marque deals directly with the insurance company and not the policy holder. If insurance coverage is available, money up to the maximum for fire coverage will be collected. Property owners will not be responsible for paying any outstanding balances on the invoice that exceeds the fire coverage on the insurance policy. If there is no insurance coverage or no coverage for fire department services then nothing happens as no funds will be recovered.

The types of costs that can be recovered include fire extinguishing materials, dry sprinkler powder aerosol units, refilling self-contained breather apparatus, and the truck time.

Under the agency agreement with Fire Marque Incorporated the municipality still maintains the authority to invoice persons responsible for an occurrence directly for costs associated with that occurrence. The services provided by Fire Marque will look at a wide variety of occurrences which are currently not associated with cost recovery efforts. Fire Marque will do all the work necessary to follow up and collect on those occurrences.

FINANCIAL IMPACT:

In consideration for the services provided, Fire Marque Incorporated will apply a 30% fee and will only receive this fee when emergency cost recovery proceeds are collected from insurance companies. No additional budget considerations will be required by the municipality to fund this agreement. A budget account would be required to be established to receive the proceeds from this agreement.

According to Fire Marque, since insurance companies incorporate the firefighting premium costs into their policies, the recoveries will not increase homeowners' insurance rates as it is already part of their existing premium.

Township of Guelph/Eramosa
Fire Department's Report 14-05
June 2, 2014

The agency agreement requires that "Emergency Cost Recovery Proceeds" that are remitted to the fire department be used by the fire department for its own purposes. Those purposes may include; the purchase of equipment for the fire department; the provision of training and education to the firefighters; the purchase and/or provision of materials and equipment for fire inspection, fire prevention and public education programs.

The Initial term of the agency agreement signed between the municipality and Fire Marque Incorporated is for a period of three years. The agreement can be terminated by either party with 30 days written notice.

EFFECT ON TOWN FINANCES:

CURRENT YEAR:

No impact will be seen on the current year's budget.

FUTURE YEARS:

The impact of this program on future budgets cannot be determined at this time as it can not be considered as a stable source of revenue due to the unpredictability of emergency calls and the unknown factor if insurance coverage is available.

Respectfully Submitted By:

Reviewed By:

John Osborne,
Fire Chief

Kim Wingrove,
CAO



Staff Report
COUNCIL

**PUBLIC WORKS
REPORT 14-06**

TO: Mayor and Members of Council
FROM: Saidur Rahman, Director of Public Works
MEETING DATE: Monday, June 2, 2014
SUBJECT: Skyway Monitoring Station Upgrades

RECOMMENDATION:

Be it resolved that the Council of the Township of Guelph/Eramosa has received Public Works Report 14-06 regarding the Skyway Monitoring Station Upgrades and;

That Council authorize the Director of Public Works to award the Skyway Monitoring Station Upgrade Tender to H2Ontario Inc. as low bidder and;

That Council authorize the Mayor and Clerk to enter into a fixed price contract, for the project as tendered, with H2Ontario Inc. in the amount of \$695,571.50 (including HST).

BACKGROUND

The Skyway Monitoring Station is located on the north side of Highway 7 at the municipal border between the Township of Guelph/Eramosa and the City of Guelph. The station is important part of the Township's wastewater infrastructure. Under the agreement with the City of Guelph, the Township is obligated to monitor, record and report: the flow rates and daily volumes of wastewater being discharged to the City, Hydrogen Sulphide (H₂S) levels of the wastewater being discharged (for odour related concerns) and wastewater quality sampling for compliance with the City's Sewer Use By-law. The agreement also requires that the sewage flow meter and H₂S meter device must be connected remotely to the SCADA system. The existing Skyway Monitoring Station is not capable of meeting these monitoring, recording and reporting

requirements which necessitated its replacement to ensure compliance with the City of Guelph agreement. These new monitoring capabilities will also be useful to assist the Township in the operation of the Rockwood Wastewater system.

The tender for construction of the Skyway Monitoring Station upgrades was advertised on May 12, 2014 on the Township's website, May 13, 2014 in the Daily Commercial News (DCN) and on May 16, 2014 in the Wellington Advertiser. A non-mandatory bidders meeting was held at the project site on May 20, 2014. Specifics of the tender evaluation are attached in the RJ Burnside memo of May 29, 2014 attached as Appendix 1.

REPORTING

This report is before Council for consideration in accordance with the Township's Procurement By-Law 65/2012.

"A report, by the initiating Department Head, shall be issued to Council to approve award of tender. Upon Council approval, the Department Head shall issue a Purchase Order or a contract shall be signed by the Mayor and Township Clerk."

FINANCIAL IMPACT

This project was included in the 2013 Development Charges Background Study. At the time, the estimated cost of the project was \$313,000. During the final design and planning of the project, extensive consultations were held with the Ministry of Transportation (MTO) due to the close proximity of the monitoring station to the provincial highway and construction in the road right of way (ROW). In order to comply with MTO requirements and receive the required construction permit, there were changes and additions to the design including:

- Demolition and removal of the existing Skyway monitoring chamber (previously anticipated to be utilized for H₂S monitoring)
- Inclusion of an additional manhole to be utilized for H₂S monitoring
- Location of the H₂S manhole and the monitoring chamber, 7 m further away from the road
- Providing additional piping and specialized fittings to accommodate the necessary forcemain re-alignment due to the location changes
- Guiderail installation to provide Operator safety and protection for the electrical panel

- Extending the above grade portion of the chamber vent pipes to the northern limit of the ROW
- Extensive Temporary Concrete Barrier placement for traffic, equipment and worker protection
- Shoring for protection of the highway structure during construction
- Confirmation that the works would be completed by August 10, 2014

Given the significant difference between the project value noted in the DC background study and actual costs, staff will consult with C.N. Watson and Associates regarding the most appropriate method to update the DC valuation.

In the interim, the costs to complete the project can be covered utilizing existing reserve funds.

It is anticipated that the costs for this project and the Seaton Well project will come forward for consideration to be debentured late in 2014 with costs included in the 2015 budget.

Respectfully Submitted By:

Saidur Rahman
Director of Public Works

Reviewed By:

Linda Cheyne
Director of Finance

Reviewed By:

Kim Wingrove
CAO



May 29, 2014

Via: Email

Mr. Saidur Rahman, P.Eng.
Township of Guelph/Eramosa
8348 Wellington Road 124
PO Box 700
Rockwood ON N0B 2K0

Dear Mr. Rahman:

**Re: Skyway Monitoring Station Upgrades
Tender Report
Project No.: MSA143810.0061**

The Township received three bids for the above referenced project prior to the tender closing time of 2:00 p.m. on May 27, 2014. The bids were opened immediately following the closing time in the presence of Rod McClure, Aaron Chase and Robin Milne of the Township, David Paetz of R.J. Burnside & Associates Limited, and representatives for all bidders.

The official bid ranking is as follows:

Rank	Contractor	Total Tender Price (Including HST)
1	H2Ontario Inc.	*\$695,571.50
2	Network Sewer and Watermain Ltd.	*\$992,556.31
3	Drexler Construction Limited	\$1,005,835.60
	Engineer's Estimate	\$618,957.50

*Arithmetic error corrected

The arithmetic has been checked and corrected as noted above. The low bidder's submission is fully compliant with the terms of the bid documents. The Engineer's Estimate submitted prior to the tender closing for this project was \$618,957.50, including HST. Based on the Engineer's Estimate the low bidder's price is reasonable, with the primary difference being the cost of the temporary shoring works.

We are quite familiar with the low bidder, H2Ontario Inc., and have experienced very good results working with them on several previous projects. H2Ontario Inc. have the staff expertise and knowledge to successfully undertake this project. The company is known to Township staff

and most recently completed the Valley Road Sewage Pumping Station Upgrade project. We are of the opinion that they are capable of satisfactorily completing the Skyway Monitoring Station Upgrades project. In view of this, we recommend that the contract be awarded to H2Ontario Inc.

We trust this is satisfactory, however please contact us should you have any questions.

Yours truly,

R.J. Burnside & Associates Limited



David Paetz, P.Eng.
DP/DP:sd

cc: Ms. Kim Wingrove, Township of Guelph/Eramosa (Via: Email)
Ms. Linda Cheyne, Township of Guelph/Eramosa (Via: Email)

140528_Saidur_MSA143810.0061.docx
29/05/2014 2:35 PM

FINANCE DEPARTMENT

REPORT NO. 14-05

TO: The Mayor and Members of Council

FROM: Linda Cheyne, Director of Finance

DATE: June 02, 2014

RE: Lease Agreement – Nortrax Canada Inc.

RECOMMENDATION

Be it resolved that the Council of the Township of Guelph/Eramosa has received Financing Report 14-05 regarding the Lease Agreement with Nortrax Canada Inc. for the lease of a 2013 John Deere 772 GP Demonstrator Unit; and

That Council accepts this report as presented.

BACKGROUND

On May 20, 2014 Council received CAO Report number 14-01 with information for the replacement of the 2006 Volvo Grader Unit # 309. In that report staff explored various options available for the replacement of the 2006 Volvo Grader. The option provided by Nortrax Canada Inc. will keep the total costs for 2014 within budget while providing the ability to further review the lease vs. purchase option prior to the preparation of the 2015 budget.

Council authorized staff to prepare a lease agreement with Nortrax Canada Inc. for the lease of a 2013 John Deere 772 GP Grader for a five year term with an option to purchase at the end of 2014.

This report fulfills the requirement in the Township's leasing policy to advise Council with regard to the material impact of the lease as defined by O.Reg 46/94 as amended.

Proposed Lease Agreement With Nortrax Canada Inc.

2013 John Deere 772GP All Wheel Drive Motor Grader, equipped with Craig 302-12RM Snow Wing with 12' Moldboard & Ni Hard Edge,
FM Universal Lift Group, Warranty: Powertrain 60 Months/6000 Hours.

Lessor:	Nortrax Canada Inc.
Monthly Cost	\$ 3,635.94 plus applicable taxes
Leasing Cost for remainder of 2014	\$21,815.64 plus applicable taxes
Annual Cost	\$43,631.28 plus applicable taxes
Term:	Five years
Grader Purchase Price	\$279,500.00
Total Five Year Leasing Cost	\$218,156.40 plus applicable taxes
Buy Back Option (after five year lease term)	\$117,900.00 plus applicable taxes
Applied Interest Rate:	5.65%

The lease includes standard terms and conditions. Hours of use included in the lease at 100 hours per month are in line with historic averages of grader use by the Township. The grader equipment will be covered by the Township's insurance policy.

The Township has the option to buy out the lease with Nortrax Canada Inc., at anytime during the term of the lease. Should this option be exercised at the end of 2014, the cost to purchase the grader would be \$261,675.48 plus penalty of \$3,000.00, for a total cost of \$264,675.48 plus applicable taxes.

The 2006 Volvo Grader, Unit 309 was sold at auction on May 16, 2014 for \$67,000.00. The proceeds from the sale of Unit 309 will be transferred to the Public Works Equipment Capital Reserve and will be used to offset the leasing costs for 2014.

Treasurer's Opinion:

This lease is in compliance with the Township's leasing policy as the costs and risks associated with the proposed lease will not result in a material impact on Municipality's annual debt repayment imit.

The Township Leasing Policy provides that a "Financing Lease" as defined in Ontario Regulation 46/94, as amended, means a lease allowing for the provision of Municipal Capital Facilities if the lease may, or will require payment beyond the term for which Council was elected. There are two categories of Financing Lease: at Material Lease and a Non-Material Lease.

A "Non Material Lease" means a financing lease which, in the opinion of the Treasurer and Council, would not result in a material impact or a combined material impact for the municipality. Non material leases will include any building or property lease entered into in accordance with approved policies and procedures and any leases in place at the time of Council approval of the policy.

Total Annual Lease Commitments

The Township of Guelph/Eramosa is currently leasing equipment from Pitney Bowes of Canada. Including the current lease with Pitney Bowes as well as the proposed lease with Nortrax Canada Inc., future minimum lease commitments, for all Township financing lease agreements are as follows:

2014	-	\$26,457.14
2015	-	\$48,273.28
2016	-	\$48,273.28
2017	-	\$47,113.28
2018	-	\$43,631.28
2019	-	\$21,815.64

Respectfully Submitted,

Approved

Linda Cheyne
Director of Finance

Kimberly Wingrove
CAO

**CLERK'S REPORT
REPORT 14-08**

TO: Mayor and Members of Council

FROM: Meaghen Reid, Clerk/Director of Legislative Services

MEETING DATE: Monday, June 2, 2014

SUBJECT: Fees By-law Update

RECOMMENDATION:

Be it resolved that the Council of the Township of Guelph/Eramosa has received Clerk's Report 14-08 regarding the Fees and Charges By-law Update; and

That Council supports the passing of By-law 42/2014.

BACKGROUND:

Staff have conducted a review of the schedules to the Township's Fees and Charges By-law. The Fire Department and the Parks and Recreation Department have identified areas which require clarification and/or change.

To facilitate the transition to the cost recovery services of Fire Marque, the Fire Department is proposing to include Indemnification Technology as service under Emergency Services, with the fee on a recovery basis. Secondly, the Fire Department is requesting that the fee for attendance at a motor vehicle accident be set to the current MTO vehicle rate and that the schedule explicitly notes that overtime and additional equipment costs are an eligible recovery expense.

The Parks and Recreation Department is proposing the following changes:

1. Clarifying the term "weekend" for facility rentals to include Friday, Saturday and Sunday, as this has been the practice for facility rentals for many years.
2. Clarifying that "holiday" means statutory holiday, with respect to facility rentals.
3. Correcting an error regarding the Monday to Thursday 8 hour weekday rental. The fee has not changed, but the previous fee schedule indicated "Thursday" only and this should apply to all weekdays.
4. The fees for cemeteries, which have been previously approved by Council, are added as "Schedule G" to the by-law.

FINANCIAL IMPACT:

Revenues in department budgets may increase, for cost recovery purposes, as a result of this report.

Respectfully Submitted By:

Reviewed By:

Meaghen Reid
Clerk/Director of Legislative Services

Kim Wingrove
CAO

Ministry of Citizenship
and Immigration

Minister

6th Floor
400 University Avenue
Toronto ON M7A 2R9
Tel.: (416) 325-6200
Fax: (416) 325-6195

Ministère des Affaires civiques
et de l'Immigration

Ministre

6^e étage
400, avenue University
Toronto ON M7A 2R9
Tél.: (416) 325-6200
Téléc.: (416) 325-6195



April, 2014

Re : Ontario Medal For Good Citizenship

Dear Friends:

I am pleased to invite you to participate in the Ontario Medal for Good Citizenship by nominating a deserving citizen.

Established in 1973, the Ontario Medal for Good Citizenship honours Ontarians who, through exceptional, long-term efforts, have made outstanding contributions to community life.

Recipients will be presented with their medal by the Lieutenant Governor of Ontario at a special ceremony at Queen's Park in the Fall of 2014.

Nominations can be made by visiting the Ministry of Citizenship and Immigration's website at: www.ontario.ca/honoursandawards. You may submit your nomination on-line by choosing the "Nominate Online" option, or download the PDF format from the website to submit by mail. For any further information, please contact the Ontario Honours and Awards Secretariat at 416 314-7526, 1 877 832-8622 or (TTY) 416 327-2391. **Nominations must be received by July 17, 2014.**

I encourage you to take the time to nominate a deserving citizen in your community for an Ontario Medal for Good Citizenship. The men and women we honour stand as shining examples to us all.

Sincerely,

A handwritten signature in black ink, appearing to be "Michael Coteau", written over a horizontal line.

Michael Coteau
Minister



THE TOWNSHIP OF GUELPH/ERAMOSA
APPLICATION FOR NOISE BY-LAW EXEMPTION

To Noise Control By-law 5001-05 (Schedule 4)

Applicant's Full Name: MARLA REID

Applicant's Full Address: [REDACTED]

Applicant's Phone Number

Home: [REDACTED]

Business: —

Group or Organization: PIONEER DAY COMMITTEE

Event Title: PIONEER DAY

Date of Event: JUNE 14/14 Time of Event: NOON - MIDNIGHT

(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):

State the Particular Provision or Provisions of the By-law from which the exemption is being sought:

MOVIE TO BE PLAYED:
NOISE (MUSIC, YELLING AND/OR SHOUTING) AFTER 11:00 PM.
UNTIL MIDNIGHT.

Signature: [Signature]

Date: APR. 29/14

Title: CHAIR

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



Faery Fest Inc.

7 Lockyer Road
Guelph, Ontario N1G1J9
Canada

Phone: 519-824-2362
Fax: 519-824-1403
E-mail: info@faeryfest.com

www.faeryfest.com

Meaghen Reid
Clerk / Director Legislative Services
Township of Guelph Eramosa
8348 Wellington Rd 124
Rockwood ON N0B2K0

May 27, 2014

Dear Ms. Reid,

We are writing to request that Faery Fest's Enchanted Ground be designated as a community event. Enchanted Ground takes place on June 20, 21 and 22, 2014 at Marden Park. Faery Fest Inc. is a non-profit organization dedicated to promoting fantasy in the arts. Our festival has been running since 2006 and has grown to more than 3000 guests and volunteers. We draw patrons from all over the county and province. We offer music, drama, kids activities, games, a vendor village, live jousting, a pub and much more.

Faery Fest's application for a Special Occasion Permit from the LCBO requires that a resolution be passed by the Township of Guelph /Eramosa designating our event as a "Community Festival".

We would appreciate your looking after this matter at the next council meeting on June 2nd, 2014. Once the resolution has been passed, please forward a copy of the letter to us and to the local LCBO at: LCBO SCOTTSDALE & STONE ROAD WEST, 615 SCOTTSDALE DRIVE, GUELPH, N1G 3P4

If you have any questions please don't hesitate to contact us.

Regards,

Glenn Roberts, Faery Fest Inc. Sec. / Treas.





Royal Canadian Air Cadets 197 Squadron
P. O. Box 197, Acton, Ontario L7J 2M3

10 May 2014

Mayor Chris White
Guelph-Eramosa Township,

RECEIVED

MAY 2014

TOWNSHIP OF
GUELPH/ERAMOSA

Dear Mayor White,

197 Typhoon Squadron is an active youth organization serving teens aged 12 to 18 throughout Acton, Rockwood and surrounding area. We have been formally active in Rockwood for the past six+ years assisting with Remembrance Day ceremonies at the Rockwood Cenotaph in particular. We have always had cadets who reside in Rockwood and surrounding area, and our current Commanding Officer and Training Officer both reside in Rockwood.

We are planning to implement a new set of trophies starting with this year's 30th anniversary Annual Ceremonial Review which will be held at the Acton Arena, Saturday 07 June. We are changing to wall plaques (see attached photo for an example) as opposed to the typical trophies that we have used in the past. As part of rolling out this new approach to awards we are seeking sponsors for each award. The sponsor's name will be emblazoned on the wall plaque, as well as the keeper plaques that each recipient will take home. We will also note the sponsors name when presenting the awards... "and the winner of the Guelph-Eramosa Township – Best First Year Cadet Award is..."

To cover the initial cost of the wall plaques, and to have brass name plates for the past 4 or 5 award winners, our cost is approximately \$75. We would like to have Guelph-Eramosa Township sponsor one of these awards. The options currently available include: Best NCO, Best First Year Cadet, the Band Award and Air Cadet of the Year. These will be designated to new sponsors on a first-come, first-served basis.

Once we have the new award wall plaques we will be approaching Legion Branch 197, where we are provided with space to conduct the program, to request an appropriate space within the building where we can display the awards on an ongoing basis – so that they can be enjoyed year-round, rather than just one day of the year at our Annual Ceremonial Review.

Please let me know if there are any questions or concerns, and if Guelph-Eramosa Township would like to participate by sponsoring one of the awards.

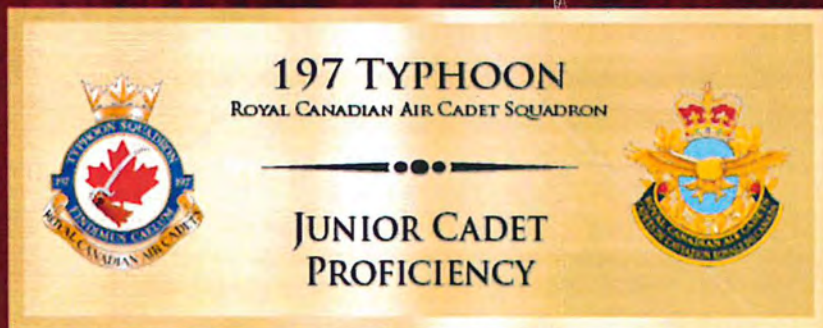
With our very best regards,
197 Typhoon RC(Air)CS

Scott Legge
Captain
Commanding Officer
197 Typhoon RC(Air)CS

H (519) 856-0154
M (519) 831-9925
scott.legge@cadets.gc.ca

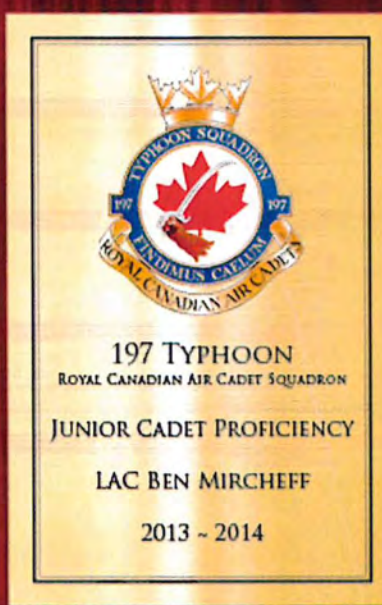
Mrs. Karen Foley
Chair
197 Squadron Sponsoring Committee
P.O. Box 197
Acton, ON L7J 2T7

M (905) 699-1781
k.foley197cv@gmail.com



2013 - 2014
LAC BEN MIRCHEFF

2013 - 2014
LAC BEN MIRCHEFF



12" x 15" annual plaque \$39.95/ea

5" x 7" "keeper" plaque \$11.95/ea

The Corporation of the Township of Guelph/Eramosa

By-law Number 39/2014

A by-law to set tax rates for 2014.

WHEREAS Section 312(2) of the *Municipal Act, c.25, S.O. 2001* as amended, provides that the Council of a local municipality shall, after the adoption of the estimates for the year, pass a by-law to levy a separate tax rate on the assessment in each property class; and

WHEREAS Section 307 and 308 of the *Municipal Act, S.O. 2001* as amended, require rates to be established in the same proportion to tax ratios; and

WHEREAS Section 326 of the *Municipal Act, S.O. 2001* as amended, permits municipalities to pass By-laws for special services; and

WHEREAS The Corporation of the County of Wellington By-law No. 5387-14 prescribes tax ratios and tax rate reductions for 2014; and

WHEREAS the Corporation of the County of Wellington has passed By-law No. 5388-14 being a by-law to establish and levy tax rates for upper tier purposes for 2014; and

WHEREAS the tax rates for education purposes have been prescribed by the Province of Ontario in O. Regulation 400/98, amended by O. Regulation 2/14;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF GUELPH/ERAMOSA ENACTS AS FOLLOWS:

1. In this by-law;

“Property Classes” are as prescribed under the Assessment Act, and include the residential property class, the multi-residential property class, the commercial property class and appropriate sub-classes, the industrial property class and appropriate sub-classes, the pipeline class, the farm property class, the managed forests property class, the residential farm class I, and the commercial farm class II.

“Township” means the Corporation of the Township of Guelph/Eramosa.

2. For the Year 2014, the Township shall levy upon the assessment of the Property Classes the following tax rates for General, County and Education purposes:

Assessment Class:		General	Upper Tier	Education	Total
Res/Farm Taxable: Full	RT	0.00265247	0.00653377	0.00203000	0.01121624
Multi-Residential Taxable: Full	MT	0.00509274	0.01254484	0.00203000	0.01966758
Commercial- Full	CT	0.00381956	0.00940863	0.01050375	0.02373194
Commercial- Excess Land	CU	0.00267369	0.00658604	0.00735263	0.01661236
Commercial- Vacant Land	CX	0.00267369	0.00658604	0.00735263	0.01661236
Commercial P-I-L - Vacant	CJ	0.00267369	0.00658604	0.00735263	0.01661236
New Construction Commercial	XT	0.00381956	0.00940863	0.01050375	0.02373194
New Construction Vacant Land	XU	0.00267369	0.00658604	0.00735263	0.01661236
Industrial - Full	IT	0.00647203	0.01594240	0.01560000	0.03801443
Industrial-Excess land	IU	0.00420682	0.01036256	0.01014000	0.02470938
Industrial - Vacant Land	IX	0.00420682	0.01036256	0.01014000	0.02470938
Industrial P-I-L - Full	IH	0.00647203	0.01594240	0.01560000	0.03801443
Large Industrial	LT	0.00647203	0.01594240	0.01560000	0.03801443
Large industrial excess land	LU	0.00420682	0.01036256	0.01014000	0.02470938
New Construction Industrial Full	JT	0.00647203	0.01594240	0.01220000	0.03461443
New Construction Industrial V	JU	0.00420682	0.01036256	0.00793000	0.02249938
New Construction Large Ind	KT	0.00647203	0.01594240	0.01220000	0.03461443
New Construction Large Ind V	KU	0.00420682	0.01036256	0.00793000	0.02249938
Farmlands Taxable: Full	FT	0.00066312	0.00163344	0.00050750	0.00280406
Pipeline Taxable: Full	PT	0.00578238	0.01424362	0.01560000	0.03562600
Managed Forests Taxable: Full	TT	0.00066312	0.00163344	0.00050750	0.00280406

3. For the year 2014, the Township shall levy the following rates against the whole of the assessment for real property for the street light areas listed below:

Street Light Area		Tax Rate
1.	Ricenburg	0.00006261
2.	Hartfield	0.00020472
3.	Kainehill	0.00012466
4.	Woodfield	0.00015084
5.	Edgehill	0.00015837
6.	Huntington	0.00015899
7.	BMW/Pamela	0.00019233
8.	Ariss Glenn	0.00018932
9 a)	Rockwood RT	0.00008229
9 b)	Rockwood MT	0.00015800
9 c)	Rockwood CT	0.00011850
10.	Walkerbrae	0.00047757
11.	Ellenville	0.00005541
12 a)	Eden Mills RT	0.00016305
12 b)	Eden Mills CT	0.00023479
13.	Ariss Valley	0.00025727

Page 3 of 3
By-law 39/2014

4. The rates herein imposed for all classes shall become due and payable in two (2) equal instalments as nearly as may be, and the dates for payment shall be as follows:

Due date of 1 st Instalment:	August 29, 2014
Due date of 2 nd Instalment:	October 31, 2014

5. That all instalments not paid on or before the stated due dates shall be charged a penalty of 1.25% per month upon default, and 1.25% on the first day of each succeeding month thereafter until December 31, 2014.
6. That on all taxes in default on January 1st, 2015, interest shall be added at the rate of 1.25% per month for each month or fraction thereof in which the default continues.
7. That all penalties and interest added in default shall become due and payable and shall be collected as if the same had originally been imposed and formed part of such unpaid tax levy.
8. The Tax Collector is hereby authorized to mail, deliver or cause to be mailed or delivered, the notice of taxes due to the address of the residence or place of business of the person to whom such notice is required to be given.
9. Taxes shall be payable at par by any of the following means:
- i) in person at the Corporation of the Township of Guelph/Eramosa Municipal Office, 8348 Wellington Road #124 (at Brucedale);
 - ii) by mail at P.O. Box 700, Rockwood, Ontario, N0B 2K0;
 - iii) via Internet; and
 - iv) most financial institutions.
10. That the Treasurer and Tax Collector be authorized to accept part payment from time to time on accounts of any taxes due and to give a receipt for such payment, provided that acceptance of any such payment shall not affect the collection of any percentage charge imposed and collectable under any other By-law in respect of non-payment of any taxes or any class of taxes or of any instalment thereof.
11. That the Tax Collector appointed is hereby invested with all powers and authority provided by the Municipal Act, for the collecting of all unpaid and overdue taxes.
12. This By-law shall come into force on and take effect upon its final passing.

READ three times and finally passed
this **2nd** day of **June, 2014**.

Chris White, Mayor

Meaghen Reid, Clerk

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

By-law Number 40/2014

**A By-law for closing temporarily a
portion of the Highways known as
Inkerman Street and Balaclava Street, Rockwood
for Pioneer Day**

WHEREAS the Council of the Corporation of the Township of Guelph/Eramosa has received a request from the organizers of Pioneer Day to close portions of Inkerman Street and Balaclava Street in Rockwood, in order to conduct Pioneer Day on June 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 Inkerman Street and Balaclava Street in Rockwood are hereby temporarily closed to all vehicular traffic on Saturday, June 14, 2014 from 11:30 a.m. until 12:30 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 **2nd** day of **June, 2014**.

Chris White, Mayor

Meaghen Reid, Clerk

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

By-law Number 41/2014

**A By-law to Amend Township of Guelph/Eramosa
Zoning By-law Number 57/1999
101 Cobblestone Place**

**Firstly: Lot 21 Plan 752 Eramosa; Secondly: Part Lot 4
Concession 5 Eramosa, Parts 1 & 2, 61R11959; Township
of Guelph/Eramosa**

WHEREAS the Council of the Corporation of the Township of Guelph/Eramosa deems it expedient to enact this By-law and amend Zoning By-law 57/1999; and

WHEREAS Council is empowered to enact this By-law under the authority of Section 34 and Section 36 of the *Planning Act*, R.S.O. 1990 c. P.13, as amended;

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

1. That Zoning By-law Number 57/1999 is hereby amended by rezoning the lands identified on Schedule 'A' of this By-law from Village Residential Low Density, subject to a Holding Zone (R1(H)) to Village Residential Low Density, subject to Special Provision 21.73 (R1 21.73).
2. That all other applicable provisions of By-law No. 57/1999 shall continue to apply to the lands affected by this amendment.
3. That this By-law shall become effective from the date of passing hereof.

READ three times and finally passed
this **2nd** day of **June, 2014**.

Chris White, Mayor

Meaghen Reid, Clerk

SCHEDULE 'A' TO BY-LAW NUMBER 41 / 2014



LEGEND

R1	Village Residential Low Density
R2	Village Residential Medium Density
	Hazard
OS	Open Space
	Special Provisions
(H)	Holding Provision
.....	Regulatory Floodline

 LANDS TO BE REZONED FROM R1 (H) TO R1 21.73


1:2000

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

By-law Number 42/2014

**A By-law to establish rates, fees and
charges for various services provided
by the Corporation of the
Township of Guelph/Eramosa and
to repeal and replace By-law 8/2014.**

WHEREAS Section 391 of the Municipal Act, 2001, S.O. Chapter 25, as amended, authorizes a municipality to impose fees or charges on persons; and

WHEREAS pursuant to Section 385, Part XI of the Municipal Act, 2001, as amended, a municipality may fix a scale of costs to be charged as the reasonable costs of proceedings under Part XI, which scale can be designated to meet only the anticipated costs of the municipality; and

WHEREAS pursuant to Section 69 of the Planning Act, R.S.O. 1990, as amended, a Council of a municipality may pass a by-law to prescribe a tariff of fees for the processing of applications made in respect of planning matters; and

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

1. THAT the fees and charges for various municipal services be established as shown in the Schedules attached hereto and forming part of this By-law:

i) Schedule "A"	Clerk's Department
ii) Schedule "B"	Planning Department
iii) Schedule "C"	Finance Department
iv) Schedule "D"	Public Works Department
v) Schedule "E"	Parks and Recreation Department
vi) Schedule "F"	Fire Department
vii) Schedule "G"	Cemeteries
2. THAT this By-law shall be known as the "Fees and Charges By-law."
3. THAT the attached Schedules may be amended from time to time as deemed expedient by Council.
4. THAT should any part of this By-law, including any part of the schedules attached hereto be determined by a Court of competent jurisdiction to be invalid or of no force and effect, it is the stated intention of Council that such invalid part of the By-law shall be severable and that the remainder of this By-law, including the remainder of the schedules attached hereto, as applicable, shall continue to operate and to be in force and effect.
5. THAT all accounts are due and payable within thirty (30) days upon receipt of invoice, exceptions noted on schedule. All past due accounts will be penalized at 1.25% per month, applied monthly based on outstanding amount at end of previous month.
6. THAT By-law 8/2014 is hereby repealed.

7. THAT the fees and charges as set forth in the Schedules attached hereto shall come into force and take effect on the date of passing of this By-law.

READ three times and finally passed
this **2nd** day of **June, 2014**.

Chris White, Mayor

Meaghen Reid, Clerk

Schedule “A” to By-law Number 42/2014

Schedule of Fees
- Clerk’s Department -

Item	Fee or Calculation of Fee
Lottery License	3% of the estimated total value of prizes
Compliance Letters – Including but not limited to Zoning, Building, Site Plan, Agreements, Tile Drainage, Heritage Designation, Water/Sewage, Committee of Adjustment decisions, etc.	\$80.00
Photocopies	\$0.25
Facsimile transmission	\$1.00 per page local call \$2.00 per page long distance call
Township Map	\$3.00, plus applicable postage if mailed
Zoning By-law	\$25.00, plus applicable postage if mailed
Council Agenda – Regular Meetings (per annum)	\$300.00 pick up – payable in advance \$400.00 via mail – payable in advance
Council Minutes– Regular Meetings (per annum)	\$75.00 pick up – payable in advance \$150.00 via mail – payable in advance
Dog Licence:	
• One (1) Fertile Dog	\$20.00
• One (1) Spayed/Neutered Dog	\$15.00
• Two (2) Fertile Dogs	\$45.00
• Two (2) Spayed/Neutered Dogs	\$35.00
• One (1) Fertile Dog and One (1) Spayed/Neutered Dog	\$40.00
• Replacement Tag	\$5.00
• Penalty – after March 31 st of each year	\$5.00
• Service Animal	No charge
• Kennel License	\$125.00
Burial Permit	\$20.00
Line Fence Act Application	\$400.00
Line Fence Act Appeal	\$150.00
Tile Drainage Application	\$50.00, plus costs
Tile Drainage Inspection	\$100.00
Water and Sewer Servicing Agreements	\$750.00
Encroachment Agreements	\$500.00
Commissioner of Oaths	\$10.00
Certifying Documents	\$10.00
Completion of Pension Forms (for Township residents only)	No charge
Promotional Items	
• Township Flag (Silkscreen), if available	Cost of production, plus \$5.00 administration fee
• Township Flag (Embroidered), if available	Cost of production, plus \$5.00 administration fee
• Township Hat, if available	\$10.00
• Township Pin, if available	\$3.00
• Township Mug, if available	\$10.00

Civil Marriage Solemnization:	
• In Council Chambers, during Township Business Hours	\$200.00
• At a location outside of Council Chambers	\$300.00, plus officiant expenses
• Witness – in Council Chambers during Township Business Hours Only	\$20.00 per employee
• Rehearsal	\$75.00, plus officiant expenses
• Renewal of Vows	\$75.00, plus officiant expenses

Schedule “B” to By-law Number 42/2014

Schedule of Fees
- Planning Department -

Planning Act, R.S.O. 1990, s.69(1)
“The council of a municipality, by by-law, and a planning board, by resolution, may establish a tariff of fees for the processing of applications made in respect of planning matters, which tariff shall be designed to meet only the anticipated cost to the municipality or to a committee of adjustment or land division committee constituted by the council of the municipality or to the planning board in respect of the processing of each type of application provided for in the tariff.”

	Administrative Fee (Non-refundable)	Deposit Fee (Refundable)
Zoning By-law Amendment Application	\$1,810.00	\$2,000.00
Site Plan Amendment Application	\$1,560.00	\$1,000.00
Pre-Subdivision Application	n/a	\$10,000.00
Subdivision Application	\$3,280.00	n/a
Consent Application	Applicable costs	n/a
Minor Variance (Committee of Adjustment)	\$1060.00	n/a
Notice Verification for Severance Applications	\$30.00	n/a
Minor Site Plan Amendment	\$500.00	\$1,000.00
NOTE: For the applications listed above, the applicants and property owners will be jointly and severally liable for paying to the Township of Guelph/Eramosa all costs it incurs in processing applications, including but not limited to fees for planning, engineering and legal services.		

Schedule “C” to By-law Number 42/2014

Schedule of Fees
- Treasury Department -

Item	Fee or Calculation of Fee
Tax Certificate	\$30.00
Returned Cheque (NSF)	\$25.00
Tax Registrations Processing Fee	Service costs and legal costs, if applicable
Transfer Fee/Additions to Tax Roll	\$20.00

Schedule “D” to By-law Number 42/2014

Schedule of Fees
- Public Works Department -

Item	Fee or Calculation of Fee
Entrance Permits (Residential)	Deposit \$1000.00 Inspection Fee \$150.00 Each additional or repeat inspection for failed first inspection \$50.00
Entrance Permits (Commercial or Industrial)	Deposit \$2000.00 Inspection Fee \$250.00, plus applicable engineering costs Each additional or repeat inspection for failed first inspection \$50.00
Replacement 911 Signs	\$35.00, plus \$15.00 if post required
Utility Certificate	\$25.00
After Hours Emergency Water Shut Offs	\$165.00
Repeat First Meter Water Reads	\$35.00 for repeat water read. If water meter and remotes are not hooked up and working after the second read, \$100.00 reconnection charge will apply, as water will be turned off at the curb stop and locked with locking mechanism. A charge of \$35.00 will apply, in addition to the \$100.00 reconnection charge for a third read.
Oversized Load Permit	\$50.00
Connection to Existing Water and/or Wastewater Services	\$375.00

Schedule “E” to By-law Number 42/2014

Schedule of Fees
- Parks and Recreation Department -

Item	Fee or Calculation of Fee
Community Centre Rental Halls:	
Rockmosa Community Centre	- Friday, Saturday, Sunday or Stat Holiday 8am – 1am: \$595.89 - Friday, Saturday, Sunday or Stat Holiday 8hr: \$487.54 - Monday - Thursday 8hr: \$379.21 - Damage Deposit: \$500.00
Rockmosa – Kitchen Only	- Friday, Saturday, Sunday or Holiday 8am – 1am: \$487.54 - Friday, Saturday, Sunday or Stat Holiday 8hr: \$379.21 - Monday - Thursday 8hr: \$270.86 - Damage Deposit: \$500.00
Rockmosa – Hall Only	- Friday, Saturday, Sunday or Holiday 8am – 1am: \$379.21 - Friday, Saturday, Sunday or Stat Holiday 8hr: \$325.03 - Monday - Thursday 8hr: \$216.69 - Damage Deposit: \$500.00
Marden Community Centre	- Friday, Saturday, Sunday or Holiday 8am – 1am: \$379.21 - Friday, Saturday, Sunday or Stat Holiday 8hr: \$325.03 - Monday - Thursday 8hr: \$216.69 - Damage Deposit: \$500.00
Rockwood Fire Hall Community Centre	- Friday, Saturday, Sunday or Holiday 8am – 1am: \$270.86 - Friday, Saturday, Sunday or Stat Holiday 8hr: \$243.78 - Monday - Thursday 8hr: \$216.69 - Damage Deposit: \$500.00
Rockwood Fire Hall Community Centre (limited kitchen – coffee cups & urns) – Min 2 hours	- Friday, Saturday, Sunday or Holiday 8am – 1am: \$216.69 - Monday – Thursday: \$65.01/hr - Friday, Saturday, Sunday or Stat Holiday 8hr: \$189.60 - Monday - Thursday 8hr: \$ 162.51 - Damage Deposit: \$500.00
Rockwood Fire Hall Community Centre (no kitchen) – Min 2 hours	- Friday, Saturday, Sunday or Holiday 8am – 1am: \$159.48 - Monday – Thursday: \$43.34/hr - Friday, Saturday, Sunday or Stat Holiday 8hr: \$132.91 - Monday - Thursday 8hr: \$106.32 - Damage Deposit: \$500.00
Rockwood Library Community Centre	- Friday, Saturday, Sunday or Holiday 8am – 1am: \$162.51 - Monday – Thursday: \$37.93/hr - Friday, Saturday, Sunday or Stat Holiday 8hr: \$135.44 - Monday -Thursday 8hr: \$108.34 - Damage Deposit: \$200.00

RDAPC Field House Learning Room	- Minor Sports/Non Profit \$80.96/day - Other Organizations: \$182.16/day - Hourly Rate: \$35.42/hr
Ball Diamond	- Minor Sports: \$31.42 - Affiliated Minor Sports: \$22.00 - Adult Sports: \$36.84 - Affiliated Adult Sports: \$29.47
Lighted Ball Diamond	- Minor Sports: \$43.34 - Affiliated Minor Sports: \$30.34 - Adult Sports: \$48.76 - Affiliated Adult Sports: \$39.00
Full Soccer Pitch	- Minor Sports: \$27.74 - Affiliated Minor Sports: \$24.27 - Adult Sports: \$43.34 - Affiliated Adult Sports: \$34.66
Mini Field	- Minor Sports: \$26.01 - Affiliated Minor Sports: \$18.21 - Adult Sports: \$38.96 - Affiliated Adult Sports: \$30.34
Uncategorized Turf Field (no lines)	- Minor Sports: \$18.93 - Affiliated Minor Sports: N/A - Adult Sports: \$18.93 - Affiliated Adult Sports: N/A
Ball Tournament (Fri night, Sat & Sun)	- Minor Sports: \$216.69 - Affiliated Minor Sports: \$155.47 - Adult Sports: \$478.54 - Affiliated Adult Sports: \$399.80
Ball Tournament (Sat & Sun)	- Minor Sports: \$189.60 - Affiliated Minor Sports: \$136.05 - Adult Sports: \$406.30 - Affiliated Adult Sports: \$333.16
Ball Tournament (Fri night & Sat)	- Minor Sports: \$162.51 - Affiliated Minor Sports: \$129.31 - Adult Sports: \$325.03 - Affiliated Adult Sports: \$266.52
Ball Tournament (One Day)	- Minor Sports: \$108.34 - Affiliated Minor Sports: \$77.73 - Adult Sports: \$216.69 - Affiliated Adult Sports: \$177.68
Soccer Tournament (Fri night, Sat & Sun) - Rockmosa/Eden Mills	- Minor Sports: \$297.95 - Affiliated Minor Sports: \$213.79 - Adult Sports: \$595.89 - Affiliated Adult Sports: \$488.63
Soccer Tournament (Sat & Sun) - Rockmosa/Eden Mills	- Minor Sports: \$270.86 - Affiliated Minor Sports: \$194.34 - Adult Sports: \$509.61 - Affiliated Adult Sports: \$422.00
Soccer Tournament (Fri night & Sat) - Rockmosa/Eden Mills	- Minor Sports: \$243.78 - Affiliated Minor Sports: \$174.91 - Adult Sports: \$433.37 - Affiliated Adult Sports: \$355.36
Soccer Tournament (One Day) - Rockmosa/Eden Mills	- Minor Sports: \$421.20 - Affiliated Minor Sports: \$132.88 - Adult Sports: \$325.03 - Affiliated Adult Sports: \$267.56
Marden Sports Pitch	\$36.30/hr
Marden Sports Pitch lighting charge	\$25.94/hr
Picnic Pavilion 1 (small)	\$109.34/day (200.00 deposit)

Picnic Pavilion 4 (large)	\$189.60/day (200.00 deposit)
Royal Distribution Athletic Performance Centre – Full Field Rental	• Prime: \$186.71/hr (M-F, 5pm-10pm and Sat/Sun 7am-10pm) • School Field Trip: \$65/hr (M-F, 8am-3pm) • Non Prime: \$114.10/hr (M-F, 8am-4pm and 11pm and later) • Off Season: \$82.98/hr (June, July & Aug, M-F, 8am-4pm)
Royal Distribution Athletic Performance Centre – Track Use	• Non-Resident Per Use: \$2.00 • Non-Resident Per Year: \$72.61 • Exclusive Track (Prime): \$103.73/hr (M-F, 5pm-10pm and Sat/Sun 7am-10pm) • Exclusive Track (Non Prime): \$77.80/hr (M-F, 8am-4pm)
Active 55+ Programming	• 1st Class: \$60.00 • 2nd Class: \$50.00 • 3rd Class: \$40.00
Drop In Golf Balls – Driving Range	• Bucket of 75: \$8.00 • Bucket of 150: \$15.00 • Kids under 12: Free
Drop in Dry Casting and drop in sports	\$10.00/hr
Drop in remote control airplanes	\$5.00/hr
Tot n' play	\$3.00

Notes:

1. Rates will increase Jan 1st of every year based on the previous year annual consumer price index published by statistics Canada starting 2011.
2. Licensed event requires Township Bartenders at rates as per Employee Pay Grid
3. Township Residents receive a 10% discount on Community Centre Hall Rates
4. Churches located within the Township receive two 8 hour rentals a year at a rate of \$230 per rental excluding Saturdays at Rockmosa and Marden Community Centre
5. Community Centre Hall Rentals that are 8hr in length are from 8am-4pm or 5pm-1pm.

6.

Schedule “F” to By-law Number 42/2014

Schedule of Fees
- Fire Department -

Item	Fee or Calculation of Fee
Non-Emergency Services – Payable in Advance	
1. Building Inspections under the Ontario Fire Code (per inspection fee)	
1.1 Residential	\$60.00
1.2 Commercial	\$60.00
1.3 Industrial	\$60.00
1.4 Institutional	\$60.00
1.5 Assembly	\$60.00
1.6 Agricultural	\$60.00
2. Inspections (Other than Building – per inspection fee)	
2.1 Special Inspection for Tent or Marquee	\$30.00
2.2 Review of Fire Safety Plan	\$125.00
2.3 LLBO Inspection	\$125.00
3. Miscellaneous	
3.1 Copies of Departmental Fire Reports	\$80.00
Emergency Services	
1. Emergency Response to a Property* (*see notes below)	\$410.00
Notes for Emergency Fire Response to a Property:	
- Rate quoted is replaced by the current MTO rate per vehicle per hour of attendance if such MTO rate is greater. - If the emergency response requires staff overtime, the costs of such staff overtime are in addition to the rate quoted. - If the emergency response requires other expenses, the costs of other such expenses are in addition to the rate quoted.	
b) Whenever a fire has been set on the Property which is not in accordance with the provisions for the Township’s regulations for setting fires:	
At fault	\$410.00 per hour per vehicle, plus any other applicable charges
2. Motor Vehicle Collision (MVC) Recoveries	\$410.00 per hour per vehicle, plus any other applicable charges
3. Motor Vehicle Collision (MVC) Admin Fee	\$75.00
4. Recurring Malfunctioning or Malicious Alarm	
a) First or Second Alarm	No charge – incident is recorded
b) Third or Subsequent Alarm	\$410.00 per hour per vehicle charge, plus any other applicable charges

Schedule “G” to By-law Number 42/2014

Schedule of Fees
- Cemeteries -

Interment Rights	Rockwood 2014, effective June 1, 2014	Rockwood 2015, effective June 1, 2015
4 x 10 Plot	\$1650	\$2000
2 x 2 Plot	\$887.50	\$1,175
Interment Fees	Rockwood 2014, effective June 1, 2014	Rockwood 2015, effective June 1, 2015
Adult	\$990	Per contract price
Child	\$390	Per contract price
Cremation	\$480	Per contract price

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

By-law Number 43/2014

**Being a By-law to authorize the execution of an Agreement
between the Corporation of the Township of
Guelph/Eramosa and Fire Marque Inc.**

WHEREAS pursuant to Section 8 of the *Municipal Act, 2001*, as amended, provides that the municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the *Municipal Act*;

AND WHEREAS the Council of the Township of Guelph/Eramosa has deemed it expedient to enter into an Agreement with Fire Marque Inc. to appoint an agent to act on its behalf to recover insurance proceeds from the insurers which are recoverable in accordance with the terms of any policy agreement;

NOW THEREFORE THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF GUELPH/ERAMOSA ENACTS AS FOLLOWS:

1. THAT the Mayor and Clerk are hereby authorized to execute an Agreement with Fire Marque Inc. to provide agency services relating to the recovery of costs and expenses as a result of a Municipality's Fire Department attending at incident sites, all subject to the final review and clearance of the Township Solicitor.
2. THAT this By-law shall come into force and effect upon the date of passing.

READ three times and finally passed
this **2nd** day of **June, 2014**.

Chris White, Mayor

Meaghen Reid, Clerk

AGENCY AGREEMENT

This Agreement made the 2nd day of June, 2014.

BETWEEN:

FIRE MARQUE INC.

(herein after referred to as the “Agent”)

- and -

THE CORPORATION OF THE TOWNSHIP OF GUELPH/ERAMOSA

(herein after referred to as the “Municipality”)

WHEREAS the Municipality fire department attends, when required, at an Incident Site to provide emergency services;

AND WHEREAS the costs and expenses incurred by the Municipality’s fire department as a result of attending at the Incident Sites and providing services may be recoverable through Indemnification Technology® with respect to insured perils through the insurance policies of the owner or tenant of the Incident Site;

AND WHEREAS the Municipality wishes to appoint the Agent, as its agent for the purpose of filing claims (“Claims”) on behalf of the Municipality and to recover, on their behalf, any insurance proceeds from the insurers of the affected parties which are recoverable in accordance with the terms of any policy agreement for the costs and expenses incurred by the Municipality’s fire department as a result of attending at the Incident Sites.

AND WHEREAS the Agent wishes to make the Claims and recover the recoverable proceeds of insurance on behalf of the Municipality in accordance with the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual terms and covenants herein contained, the Parties covenant and agree as follows:

1. DEFINITIONS

- (a) “**Agreement**” is the mutual understanding with respect to the rights, duties and obligations with one another;
- (b) “**Agency Fee**” is the financial compensation expressed as a percentage of the recovered Emergency Cost Recovery Proceeds excluding taxes;
- (c) “**Agency Fee Taxes**” are the HST or GST, and any other value added taxes as defined under the Income Tax Act (Canada);

- (d) **“Agent”** is Fire Marque Inc.;
- (e) **“Business Day”** means a day other than a Saturday or Sunday or a statutory, civic or public service holiday observed in the Province of Ontario.
- (f) **“Claims”** an amount requested for payment for an insured loss which falls under the terms of an insurance contract;
- (g) **“Confidential Information”** means any and all information and materials that are designated in writing as confidential and at the time of disclosure or that a reasonable person, having regard to the circumstances, would regard as confidential or any information or document that identifies any individual or the nature and extent of services received by any individual without obtaining written consent of the Municipality prior to the release or disclosure of such information but does not include information which: (a) at the time of disclosure, is available to the general public; or (b) at a later date, becomes available to the general public or (c) receiving party can demonstrate was in its possession before receipt; or (d) is disclosed to receiving party without restriction on disclosure by a disclosing party who had the lawful right to disclose such information.
- (h) **“Emergency Cost Recovery Proceeds”** are the funds recovered by the Agent as a result of filing claims with an Insurer pursuant to the Insurance Policy of the owner or tenant of an Incident Site to recover the costs and expenses incurred by the Municipality’s fire department as result of attending and providing emergency services at an Incident site;
- (i) **“Fire Department”** means a group of firefighters authorized to provide fire protection Services by The Corporation of the Insert Municipal Name Here;
- (j) **“Incident Reports”** are the property statistical fire reports also called Standard Incident Reports;
- (k) **“Incident Site”** is the municipal address or property location of the incident which is attended at by the Municipality’s fire department in relation to which the Municipality’s fire department incurs costs and expenses as a result of providing their emergency services;
- (l) **“Indemnification Technology®”** is the intellectual property owned and employed by the agent in making claims to recover costs and expenses of the Municipality’s fire department incurred as result of providing emergency services at an Incident site and includes: incident reporting, data collection, and property insurance policy wording interpretation to maximize billing opportunities on behalf of the fire department by invoicing insurance companies for the costs of fire department attendance with respect to insured perils;
- (m) **“Insurer”** means the person or corporation who undertakes or agrees or offers to undertake a contract of insurance and a contract of insurance includes a policy, certificate, interim receipt, renewal receipt, or writing evidencing a contract, whether sealed or not, and a binding oral agreement;
- (n) **“Insurance Policy”** means the instrument evidencing a contract of insurance, and includes a policy, certificate, interim receipt, renewal receipt, or writing evidencing a contract, whether sealed or not, and a binding oral agreement whereby for a stipulated consideration, one party undertakes to indemnify another party against

loss or liability for loss in respect of a certain risk or peril to which the object may be exposed, or to pay a sum of money or other thing of value upon the happening of a certain event;

- (o) “**Intellectual Property**” is a distinct type of creation for which a set of exclusive rights are recognized, these rights include copyrights, trademarks, patents and trade secrets;
- (p) “**Losses**” are the basis for a claim for indemnity under the terms of an Insurance Policy;
- (q) “**Parties**” means the Agent and the Municipality and “**Party**” means either one of them;
- (r) “**Municipality**” is the municipality entering into the Agreement;
- (s) “**Renewal Term**” a three year time commitment after the Initial Term;
- (t) “**Term**” means the Term of this Agreement as provided in Section 2.1, and any renewals of this Agreement made in accordance with Section 2.2.
- (u) “**Termination Date**” is the date the Agreement ends;
- (v) “**Third Party Fire Departments**” is a fire department, fire brigade, persons and/or equipment that are not part of the Municipality’s fire department.

2. TERM

Subject to the provisions of this Agreement:

- 2.1 This Agreement shall be effective on date on which the Agreement is signed by the Municipality being the date shown on page 1 hereof, and shall continue in force for an initial term of three (3) years.
- 2.2 This Agreement may be renewed for a subsequent term of three (3) years on the same terms and conditions except the Agency Fee which shall be then negotiated by the Parties and provided that:
 - (i) The Agency, at least sixty (60) Business Days before the expiry of the then current term, provides written notice of that party’s intention to renew; or
 - (ii) this Agreement is not terminated in accordance with the section 14.

3. APPOINTMENT

The Municipality hereby appoints the Agent as its exclusive agent during the Term of this Agreement (and any renewal thereof as applicable) for the purpose of filing, on behalf of the Municipality, all claims with Insurer and to recover from any Insurer on the

Municipality's behalf, any proceeds of insurance which are recoverable in accordance with the terms of any Insurance Policy of an owner or the tenant at any Incident Site. The agency created shall continue for the Term and any renewal of it unless sooner terminated as provided for herein.

4. AGENT OBLIGATIONS

During the Term of the Agreement (and any renewal thereof as applicable), the Agent agrees:

- (a) To proceed diligently to prepare and file claims with the Insurer of the Incident Site on behalf of the Municipality upon receipt of the Incident Reports from the Municipality's fire department;
- (b) To establish and maintain an interest bearing trust account to receive and hold any actually recovered proceeds of insurance (the "Emergency Cost Recovery Proceeds") in trust on behalf of the Municipality (which proceeds may be comingled with the proceeds recovered for other municipalities and/or fire departments, for which Agent is providing similar services);
- (c) To remit on a quarterly basis or such period as agreed to between the Agent and the Municipality, the Emergency Cost Recovery Proceeds to the Municipality, less any Agency Fee, and Agency Fee Taxes deducted in accordance with Sections 6 and 7;
- (d) To deliver to the Municipality a complete and accurate itemized report in regards to the amounts being remitted for the applicable period;
- (e) To maintain complete, detailed and adequate financial books and records pertaining to Claims and Emergency Cost Recovery Proceeds in a manner consistent with generally accepted accounting principles;
- (f) To maintain complete, detailed and adequate non-financial books and records pertaining to Claims and Emergency Cost Recovery Proceeds; and
- (g) For the purposes of Sections 4(e) and 4(f), the Agent agrees to keep and maintain such books and records for a period of seven (7) years from the date of such documents.

5. MUNICIPALITY'S OBLIGATIONS

During the Term of the Agreement, the Municipality agrees:

- (a) on a monthly basis or such period as agreed to between the Municipality and Agent, to provide the Agent with all the completed Standard Incident Reports relating to its attendance at all Incident Sites during the period, setting forth in reasonable detail the services provided and the costs and expenses incurred by the Municipal fire department in attending such Incident Sites and providing

- information as to the applicable insured, the insurance company and the Insurance Policy number relative to the Incident Site, if available;
- (b) the Municipality may use the Emergency Cost Recovery Proceeds for its own use as it may in its absolute discretion determine unless the Insurance Policy explicitly states that the Emergency Cost Recovery Proceeds that are remitted to the Municipality must be used by the Municipality's fire department for its own purposes, which purposes may include but are not limited to the following:
 - (i) the purchase of equipment for the fire department; and/or
 - (ii) the provisions of training and education to the firefighters of the fire department; and/or
 - (iii) the purchase and/or provision of materials and equipment for fire inspection, fire prevention and public education programs; and
 - (c) if requested by the Agent to provide to the Agent with documentation evidencing that the Municipal's fire department is the sole beneficiary of any Emergency Cost Recovery Proceeds that have been remitted to the Municipality in accordance with Section 4.

6. AGENCY FEE & REMITTANCE TO MUNICIPALITY

- 6.1 In consideration for the services provided by the Agent pursuant to the Agreement, during the Term, the Agent will be entitled to a fee equal to thirty (30%) of all Emergency Cost Recovery Proceeds. The Agent shall on a quarterly basis invoice the Municipality for the Agency Fee accrued in respect of the previous month Emergency Cost Recovery Proceeds and to deduct the Agency Fee from the Emergency Cost Recovery Proceeds. The Agent shall not be entitled to any further consideration from the Municipality or the Municipality's fire department.
- 6.2 The Agency shall be responsible for all expenses related to its collection efforts.
- 6.3 The Agent shall remit all Emergency Cost Recovery Fee (less the Agency Fee and the Agency Fee Taxes) to the Municipality at the address set out in Section 15 hereof.

7. TAXES

It is understood by the Parties that the Agency Fee is exclusive of all taxes, duties and other charges (including any GST, HST or other value added taxes), ("Agency Fee Taxes"), applicable to the services provided by the Agent hereunder. The Agent shall withhold and deduct from the Emergency Cost Recovery Proceeds that are to be remitted to the Municipality, any Agency Fee Taxes, and all such Agency Fee Taxes will be remitted to the applicable government agency, as and when required.

8. INTELLECTUAL PROPERTY

The Municipality agrees and acknowledges that any intellectual property of the Agent, including but not limited to any software, trade-names, trade-marks, and copyrighted materials and any of the foregoing as it relates to Indemnification Technology® are the property of the Agent, and the Municipality has no rights to this Intellectual Property as a result of this agreement or otherwise.

9. AUDIT

9.1 The Municipality, its authorized representatives or an independent auditor identified by the Municipality may, at its own expense, upon twenty-four hour's written notice to the Agent and during normal business hours:

- (i) enter upon the Agent's premises to inspect and copy the non-financial records and documents in the possession of the Agent or under the control of the Agent relating to any filing made with Insurers on behalf of the Municipality;
- (ii) enter upon the Agent's premises to inspect and copy the financial records and documents in the possession of the Agent or under the control of the Agent relating to any filing made with and Insurer on behalf of the Municipality; and
- (iii) conduct a full or partial audit.

9.2 The Agent will cooperate with the Municipality, its authorized representatives or an independent auditor in respect of the exercise of the Municipality's rights set out in Section 9.1.

10. UNRECOVERABLE EXPENSES

Except as may be specifically provided herein, no action will be undertaken by the Agent to collect any proceeds or file any claims on behalf of the Municipality. The Municipality will only be entitled to receive Emergency Cost Recovery Proceeds actually recovered by the Agent on behalf of the Municipality. The Municipality, at its own discretion and its own expense, may elect to enforce the payment of the Emergency Cost Recovery Proceeds not recovered by the Agent through any appropriate administrative or civil remedies or any remedies available to it at law. Where the Municipality pursues such payment the Agent shall not be entitled to the payment of an Agency Fee or any other amount.

11. INCIDENTS ATTENDED TO BY OTHERS

It is acknowledged by the Parties that in certain instances, in addition to the Municipality's fire department, other fire departments or other emergency personnel ("Third Party Fire Departments") may attend at an Incident Site and whose costs and

expenses incurred as result of attending and providing emergency services at such Incident Site may also be recoverable under the Insurance Policies of the owner(s) or tenant(s) of such Incident Site. In such cases:

- (a) the Municipality acknowledges that the Emergency Cost Recovery Proceeds recovered in respect of such Incident Site may have to be shared with the Third Party Fire Departments, and Agent makes no representation and will not be required take any action to determine the appropriate allocation of such Emergency Cost Recovery Proceeds between the Municipality Fire Department and the Third Party Fire Departments.
- (b) if the Municipality and the Third Party Fire Departments are unable to agree to an appropriate allocation within a reasonable time, then Agent may, in its sole discretion but without obligation to do so, and on notice to Municipality, commence interpleader or a similar action or proceeding in connection with any dispute in relation to allocation of the Emergency Cost Recovery Proceeds and pay the Emergency Cost Recovery Proceeds into court, whereupon the Agent shall be released from any further obligations in respect of such Emergency Cost Recovery Proceeds and the Municipality shall indemnify and hold harmless the Agent from any dispute arising with respect to such Emergency Cost Recovery Proceeds whether the Agent is acting as agent on behalf of the Third Party Fire Departments to the dispute or otherwise.

12. LIMIT ON LIABILITY

Other than Emergency Cost Recovery Proceeds actually recovered, the Agent will not be liable to the Municipality for any costs and expenses incurred as a result of the Municipality's fire department attending and providing emergency services at an Incident Site which it was unable to recover through the Insurance Policy of the owner or tenant of such services.

13. INSURANCE & INDEMNIFICATION

13.1 During the Term (and any renewal thereof as applicable) of this Agreement, the Agent shall procure and maintain an errors and omissions insurance liability policy of not less than two million dollars (\$2,000,000.00) coverage. The deductible shall not exceed twenty-five thousand dollars (\$25,000.00). This errors and omissions insurance policy shall not be terminated, cancelled or materially altered unless written notice of such termination, cancellation or material alteration is given by the insurer to the Municipality at least thirty (30) clear days before the effective date thereof.

The Agent shall also carry a Fidelity Bond with an amount not less than Fifty Thousand Dollars (\$50,000.00) per claim that protects both the Agent and the Municipality with respect to any loss result from fraudulent or dishonest act(s) arising from the work being performed by the Agent under this Agreement on behalf of the Municipality.

- 13.2 The Agent shall, both during and following the Term of this Agreement, (and any renewal thereof as applicable) save harmless and fully indemnify the Municipality, its Mayor, Councillors, officers and employees from and against all costs, actions, suits, claims and demands whatsoever which may be brought against or upon the Municipality, against any loss, damages or expenses which the Municipality and/or its Mayor, Councillors, officers and employees may sustain, suffer, incur or be liable for, resulting from, arising from or in any way incidental to the Municipality as a result of this Agreement or any actions or omissions, whether willful or negligent, on the part of the Agent, or the Agent's personnel, unless solely caused by the negligence or willful misconduct of the Municipality.

14. TERMINATION

- 14.1 Termination without Cause: A Party may terminate this Agreement, for any reason whatsoever and without liability except as may be provided for herein, upon thirty (30) days' written notice to the other Party of its intent to terminate this Agreement.

The Agent shall be entitled to continue filing all Claims and collecting Emergency Cost Recovery Proceeds, for any incidents attended to by the Municipality's fire department at Incident Sites which occurred prior to the date of the termination date of this Agreement, and such filings and recoveries shall remain subject to the terms and conditions of this Agreement. The Municipality or the Municipality's fire department shall not make claims in respect of any incidents attended to by the Municipality's fire department which occurred prior to the effective date of termination. The covenants set forth in this Section 14 shall survive the termination of this Agreement.

- 14.2 "For Cause" Termination: Upon the occurrence of an Event of Default (as defined below), the Municipality shall have the right to terminate this Agreement immediately by providing written notice to the Agent. An "Event of Default" shall have occurred if:

- (i) the Agent becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors;
- (ii) if the Agent is a corporation, an order is made or resolution passed for the winding up of the Agent, or the Agent is dissolved;
- (iii) the Agent ceases to carry on business in the normal course;
- (iv) the Agent fails to perform any legal obligation, material provision or duty owed to the Municipality or if the Agent violates any obligation, duty or covenant set forth in this Agreement;

- (v) the Agent or any of its members, employees or agents commits an act amounting to dishonesty or breach of trust with respect to the Municipality during the Term of this Agreement;
- (vi) the Agent fails to make any payment as required under this Agreement; or
- (vii) a breach of Section 29, "Conflict of Interest".

14.3 Within ten (10) Business Days of the effective termination of this Agreement, the Agent shall remit to the Municipality all Emergency Cost Recovery Proceeds less any Agency Fee and Agency Fee Taxes.

15. NOTICES

All notices, communications, statements and payments which may be required or permitted under this Agreement (in each case, "Communication") will be in writing and may be made or given by personal delivery, by registered mail (charges prepaid), courier services, or transmitted by facsimile or other electronic means which produces a physical copy, addressed to the respective parties as follows:

if to the Municipality,

The Corporation of the Township of Guelph/Eramosa
8348 Wellington Road 124, P.O. Box 700
Rockwood, Ontario
N0B 2K0

Telephone: (519) 856 – 9596, Extension 107
Fax: (519) 856 - 2240
Attention: Meaghen Reid, Township Clerk

if to the Agent
Fire Marque Inc.,
P.O. Box 2018, Thornton, ON L0L 2N0
Phone: 1-855-424-5991 or 705-424-5991
Fax: 705-424-5702
Attention: Ted K. Woods,

or such other address or telecopy number as any Party may from time to time notify the other in accordance with this section.

Any Communication made by personal delivery or by courier shall be conclusively deemed to have been given and received on the day of actual delivery thereof, or, if made or given by telecopy or other electronic means of communication, on the first Business Day following the transmittal thereof. Any Communication that is mailed shall be conclusively deemed to have been given and received on the fifth Business Day following the date of mailing but if at the time of mailing or within five (5) Business Days

thereafter there is or occurs a labour dispute or other event that might reasonably be expected to disrupt delivery of documents by mail then any Communication shall be delivered or transmitted by means of courier or recorded electronic communication as provided for in this section and as the circumstances may dictate.

16. SEVERABILITY

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction from which no appeal exists or is taken, that provision will be severed from this Agreement and the remaining provisions will remain in full force and effect.

17. DISPUTE RESOLUTION & ARBITRATION

17.1 Any dispute, controversy, claim or alleged breach arising out of or in connection with this Agreement (a "Dispute") shall be dealt with in accordance with this Section.

17.2 Escalation Levels

- (i) First Level Escalation: In the event of any Dispute, the Dispute shall first be referred to the Chief Financial Officer of the Municipality or his or her designate and a representative of the Agent ("First Level");
- (ii) Second Level Escalation: Should the Dispute not be resolved within five (5) Business Days of the First Level, the Dispute shall be escalated to the Municipality's Chief Administrative Officer and a representative of the Agent ("Second Level");
- (iii) If No Resolution: Should a Dispute not be resolved within fifteen (15) Business Days of its referral to the Second Level, such Dispute shall be settled by arbitration.

Arbitration shall be conducted as follows:

- (a) the reference shall be to a single arbitrator appointed in accordance with the *Arbitration Act, 1991*, S.O. 1991, C. 17 as amended;
- (b) the decision of the arbitrator shall be final, conclusive and binding upon all parties;
- (c) unless otherwise determined by the arbitrator, the Parties shall pay an equal portion of the fees and expenses of the arbitrator; and
- (d) the *Arbitration Act, 1991*, S.O. 1991, C. 17 shall apply to and govern each such reference to arbitration; and
- (e) all arbitrations shall be conducted in North Bay, Ontario

18. GOVERNING LAW

This Agreement is governed by, interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in the province. Subject to Section 17, each of the Parties irrevocably attorns to the exclusive jurisdiction of the Courts of Ontario.

19. WAIVER

No waiver of any provision of this Agreement constitutes a waiver of any other provision.

20. ENTIRE AGREEMENT

Except as stated herein, this Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and, during the term hereof, supersedes all prior written or verbal agreements concerning such subject matter.

21. AMENDMENTS

Amendments to this Agreement shall be in writing and be executed by the Parties. If agreed in writing by both Parties to this Agreement an amendment shall form a part of this Agreement.

22. ASSIGNMENT

Neither this Agreement nor any of the rights or obligations under this Agreement are assignable or transferable by a Party without the prior written consent of the other Party.

23. ENUREMENT

This Agreement shall be binding upon and enure to the benefit of the Parties and their respective successors.

24. COUNTERPARTS

This Agreement may be executed and delivered in any number of counterparts (including by facsimile or other electronic transmission) and all counterparts taken together constitute one and the same instrument.

25. LEGAL RELATIONSHIP

In this Agreement nothing gives rise to an employment relationship for the provision of services between the Municipality and Agent. The Parties expressly acknowledge that they are independent and neither an employer-employee relationship is intended or created by this Agreement.

26. COLLECTION AND DISCLOSURE OF PRIVATE INFORMATION

Any information collected by the Agent and Principal pursuant to this Agreement is subject to, and shall be handled in accordance with, the provisions of *the Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56 as amended and the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, as amended.

27. LAWS

The Municipality and Agent, its employees and representatives, if any shall at all times comply with any and all applicable federal, provincial and municipal laws, ordinances, statutes, by-laws, rules, regulations and orders in respect of the performance of this Agreement.

28. CONFIDENTIALITY

Where the Agent has received Confidential Information from the Municipality, the Agent shall:

- (a) only use the Confidential Information in accordance with this Agreement only for the purposes contemplated under this Agreement and for no other purpose;
- (b) not disclose or provide access to any Confidential Information to any person without the Municipality's written consent except as necessary to perform its obligations under this Agreement; provided that the Agent may disclose Confidential Information:
 - (i) to those employees and agents of the Agent to the extent required to enable them to perform their duties in accordance with this Agreement, provided that they agree to maintain the confidentiality of the Confidential Information; and
 - (ii) where required pursuant to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act* and/or the *Personal Information Protection & Electronic Documents Act (PIPEDA)*;
- (c) take commercially reasonable precautions, at least as great as the precautions it takes to protect its own Confidential Information, to protect the Municipality's Confidential Information in the Agent's possession or control and to prevent such Confidential Information from either being accessed, disclosed, distributed, duplicated, destroyed or used in violation of this Agreement.

The Agent shall hold confidential and not disclose or release to any person other than the Agent and the Municipality at any time during or following the term of this Agreement, except where required pursuant to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act* and/or the *Personal Information Protection & Electronic Documents Act (PIPEDA)*, any information or document that identifies any individual or the nature and extent of services received by any individual without obtaining written consent of the Municipality prior to the release or disclosure of such confidential information

29. CONFLICT OF INTEREST

The Agent shall disclose to the Municipality without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest, or breach of law in relation to this Agreement. A breach of this section by the Agent shall entitle the Municipality to immediately terminate this Agreement in addition to any other remedies that the Municipality may have in law or equity.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

FIRE MARQUE INC.

Ted K. Woods
President

I have authority to bind the Corporation.

The Corporation of the Insert Municipal Name Here

Chris White
Mayor

Meaghen Reid
Township Clerk

I/we have authority to bind the Corporation.

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

By-law Number 44/2014

**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 2nd day of June, 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 2nd day of June, 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 **2nd** day of **June, 2014**.

Chris White, Mayor

Meaghen Reid, Clerk