



**Township of Woolwich
Council Revised Agenda**

Date: Tuesday, May 17, 2016
Time: 6:00 p.m.
Location: Council Chambers, 2nd Floor
24 Church Street West, Elmira

Pages

1. Public Resolution to Move into Closed Session (5:00 p.m. in Council Chambers)

THAT the Council of the Township of Woolwich convenes in Closed Session on Tuesday May 17, 2016 in the Councillors' Office in accordance with Section 239 (2)(e) including litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board regarding OMB discussions.

2. Resolution to Reconvene in Open Session (6:00 P.M. in Council Chambers)

THAT Council reconvenes in Open Session.

3. Moment of Silence

4. Disclosures of Pecuniary Interest

5. Items to Come Forward from Closed Session

6. Adoption of Minutes

Resolution:

THAT the following minutes be adopted:

- | | | |
|-----|---|----|
| 6.1 | Council Minutes - April 25, 2016 | 1 |
| 6.2 | Committee of the Whole Minutes - May 10, 2016 | 13 |
| 6.3 | Special Council Minutes - May 10, 2016 | 24 |

7. Proclamations

8. Presentations

9. Delegations

- 9.1 Clayton Martin re: Extension of Municipal Services on King Street
- 9.2 Robin in the Hood - 2016 Festival
- 9.3 F13-2016: Development Charge Deferral Request - Elmira Developmental Support Corporation 27
 - 9.3.1 *Greg Bechard, Elmira District Community Living*

10. Unfinished Business

11. Consent Items

Items listed under the Consent Agenda are considered routine, and are enacted in one motion in order to expedite the meeting. However, any Council member may request one or more items to be removed from the Consent Agenda for separate discussion and/or action.

Resolution

THAT the following items be approved and/or received for information:

- 11.1 Items for Approval
 - 11.1.1 Memo: Special Appointments By-law on Agenda for Approval (Related to St. Jacobs Road Reconstruction) 30
- 11.2 Items for Information
 - 11.2.1 Technical Advisory Group Minutes - April 14, 2016 37
 - 11.2.2 Council Mail Folder Items 46

12. Committee of the Whole

Resolution:

THAT Council convenes into the Committee of the Whole.

- 12.1 Recommendations from Committee of the Whole (May 10, 2016) 47

Resolution:

THAT the Summary of Recommendations of the Committee of the Whole be adopted.

12.2	Staff Reports and Memos	
12.2.1	Memo: Request for Direction – Noise By-law Exemption Fee for Recreation Associations that are Raising Money for Township Parks	50
12.2.2	E33-2016: Gravel Tender Award	51
12.2.3	E37-2016: Bridge Street West Maintenance Paving	58
12.2.4	E40-2016: Calcium Tender Award	61
12.3	Other Business	
12.3.1	Mayor's Report on Regional Matters	
12.3.2	Council Reports/ Updates	
12.3.3	Outstanding Council Activity List as of May 13, 2016	66
12.4	First and Second Reading of the By-laws	
	<u>Resolution:</u>	
	THAT the following by-laws be introduced and read a first and second time.	
12.4.1	A By-law to provide for the appointment of a Director to Waterloo North Hydro Holding Corporation for the Township of Woolwich	68
12.4.2	A By-law to authorize the execution of a Municipal Access Agreement with Ascent Networks Inc., Continuum Online Services Ltd. O/A Netflash Internet Solutions and Packet-Tel Corp (PacketWorks)	69
12.4.3	A By-law to authorize the execution of an Agency Agreement with Fire Marque	91
12.4.4	A By-law to amend by-law 07-2016 being a by-law to establish and require payment of fees and charges for certain services provided by the Fire Department (Fire Marque)	101
12.4.5	A By-law to amend by-law 71-2012 being a by-law for establishing the parking of motor vehicles on private property or in municipal lots (Stone Crock Inc. and Mercedes Corporation)	104
12.4.6	A By-law to amend by-law 01-2016 being a by-law to govern the proceedings of Council and Committees	106

12.4.7	<i>A By-law to provide for the appointment of a Municipal Law Enforcement Officer, Animal Control Officer and Property Standards Officer for the Township of Woolwich (Contract Services - Shelley Hinsperger)</i>	107
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12.4.8	A By-law to confirm the actions and proceedings of Council (May 10 and 17, 2016)	109
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13. Adoption of proceedings of the Committee of the Whole

Resolution:

THAT the Committee of the Whole rise and report to Council.

Resolution:

THAT Council confirms and adopts the proceedings of the Committee of the Whole.

14. Correspondence

14.1	Niagara Region - Resolution re: Lyme Disease	110
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15. Public Notice

16. Notice of Closed Meetings

17. Notice of Motion

18. Final Passage of By-laws

Resolution:

THAT the following by-laws in the hands of the Clerk be read a third time and finally passed, that they be numbered as By-law numbers 34-2016 to 41-2016, and that they be signed by the Mayor and Clerk and sealed with the corporate seal.

- 18.1 A By-law to provide for the appointment of a Director to Waterloo North Hydro Holding Corporation for the Township of Woolwich
- 18.2 A By-law to authorize the execution of a Municipal Access Agreement with Ascent Networks Inc., Continuum Online Services Ltd. O/A Netflash Internet Solutions and Packet-Tel Corp (PacketWorks)
- 18.3 A By-law to authorize the execution of an Agency Agreement with Fire Marque
- 18.4 A By-law to amend by-law 07-2016 being a by-law to establish and require payment of fees and charges for certain services provided by the

Fire Department (Fire Marque)

- 18.5 A By-law to amend by-law 71-2012 being a by-law for establishing the parking of motor vehicles on private property or in municipal lots (Stone Crock Inc. and Mercedes Corporation)
- 18.6 A By-law to amend by-law 01-2016 being a by-law to govern the proceedings of Council and Committees
- 18.7 *A By-law to provide for the appointment of a Municipal Law Enforcement Officer, Animal Control Officer and Property Standards Officer for the Township of Woolwich (Contract Services - Shelley Hinsperger)*
- 18.8 A By-law to confirm the actions and proceedings of Council (May 10 and 17, 2016)

19. Adjournment

Resolution:

THAT the meeting adjourns to meet again in regular session on June 6, 2016.

If you have any questions about the content or outcome of this meeting, please contact Kiera Schlueter at 519-669-1647 ext. 6115 or kschlueter@woolwich.ca.

**TOWNSHIP OF WOOLWICH
COUNCIL MINUTES**

April 25, 2016
Closed Session 4:45 p.m.
Open Session 6:00 p.m.
Council Chambers, 2nd Floor
24 Church Street West, Elmira

Present:

Mayor Shantz
Councillor Merlihan (chairperson)
Councillor Hahn
Councillor Bauman
Councillor Martin
Councillor Shantz

Public Resolution to Move into Closed Session - (4:45 P.M in Council Chambers)

MOVED BY Councillor Hahn

SECONDED BY Councillor Shantz

THAT the Council of the Township of Woolwich convenes in Closed Session in the Councillors' Office of the Administration Building in accordance with Section 239(2)(g) a matter in respect of which a council, board, committee or other body may hold a closed meeting under another Act (Municipal Freedom of Information and Protection of Privacy Act - s. 10, Third Party Information s. 11, Economic & Other Interests - Waterloo North Hydro) and Section 239 (2)(b) for discussion regarding personal matters about identifiable individuals regarding a personnel item.

...CARRIED

Resolution to Reconvene in Open Session (6:00 P.M. in Council Chambers)

MOVED BY Councillor Hahn

SECONDED BY Councillor Bauman

THAT Council reconvenes in open session.

...CARRIED

Moment of Silence

The meeting began with a moment of silence.

Disclosures of Pecuniary Interest

Mayor Shantz declared a pecuniary interest with respect to the Elmira District Community Living delegation as the Elmira Developmental Support Corporation is a client of her husband.

Items to Come Forward from Closed Session

There were no items to come forward from closed session, however, Council will reconvene in closed session immediately following the open session. Staff expects that an item will come forward from closed session for approval at that time.

Adoption of Minutes

Valrie Hummel, Director of Council and Information Services/Clerk noted that staff received a request for 2 changes to the April 19th Committee of the Whole minutes from Alan Marshall with respect to his delegation. The changes have been noted in the draft version in Council's package.

MOVED BY Councillor Bauman

SECONDED BY Councillor Merlihan

THAT the following minutes be adopted:

- Council Minutes - April 5, 2016
- Committee of the Whole Minutes - April 19, 2016

...CARRIED

Proclamations

None.

Presentations

None.

Delegations**Greg Bechard, Elmira District Community Living - Granting or Deferral of Development Charge**

Mayor Shantz left the room due to a pecuniary interest and Councillor Merlihan took the chair.

Mr. Bechard provided a history of the Elmira Developmental Support Corporation (EDSC), noting that to date they have provided affordable housing for 27 adults through partnerships with the Region of Waterloo and Elmira District Community Living. Of the required funding for these projects, \$1.4 million has been received from the Region and the remaining \$5 million of funding has been raised by the corporation. The delegate asked for the Township's support through a deferral of development charges for the remaining 3 EDSC housing projects totaling approximately \$64,500 (\$21,500/project). He noted that their Regional development charges are typically forgiven through a grant rather than a deferral.

In response to a Council inquiry, Mr. Bechard clarified that EDSC are requesting a long term deferral of the development charges, not an exemption. At the end of the 25-35 year deferral period, development charges would apply if the use of the building has changed.

Councillor Bauman stated that he is not prepared to make a decision tonight but would like to see a report from staff with input from all affected departments.

Richard Petherick, Director of Finance/Treasurer confirmed that an initial request came forward to Council in 2009 from EDSC for an exemption from development charges for the aforementioned affordable housing projects. At that time, Council was not supportive of an exemption based on the proposed funding source. He explained that this time, the group is asking for a deferral which is allowed under the Development Charges Act and the Township's Development Charges By-law. He explained that while a deferral this year would not impact

proposed projects, future deferrals could have a cumulative impact on development charge funded projects.

In speaking with surrounding municipalities it seems as though most requests of this type are handled on an ad hoc basis and formal policies are not in place. If Council is supportive of considering this request, staff will need to consider a deferral timeline as well as a rate to incorporate into an agreement to be registered on title. In response to a Council inquiry, Mr. Petherick indicated that amortizing the development charges is certainly an option and staff can include that option in a staff report.

Council provided direction to staff to bring forward a draft agreement and staff report to Committee of the Whole on May 10th for further discussion.

Mayor Shantz returned to the meeting and took the chair. Councillor Merlihan returned to his seat.

Memo: Update to Council on RAC and TAG Activities

Alan Marshall

Mr. Marshall indicated that he had some concerns with the memo provided in Council's package regarding Remediation Advisory Committee (RAC) and Technical Advisory Group (TAG) activities. He asked for the following corrections to be made:

1. Any indications of a boycott or refusal to attend Chemtura Public Advisory Committee (CPAC) meetings by the Ministry of the Environment and Climate Control (MOECC) or Chemtura should refer to "early 2015" rather than "late 2014".
2. References to key stakeholders should include the former CPAC as well as Mr. Marshall himself. He suggested that all stakeholders have not returned to the table as is noted in the memo.

Councillor Bauman gave the rest of Council an overview of the main issues and activities of both RAC and TAG and the involvement of the MOECC, Chemtura and the Township. Mayor Shantz commented that she has been pleased to see an improved level of cooperation between the key stakeholders. Both Councillor Bauman and Mayor Shantz praised the efforts of the new chair of TAG, Richard Jackson.

Council discussed the cooperation between RAC/TAG and the new Citizens Public Advisory Committee. It was noted that Mr. Jackson encourages appropriate delegations and information sharing from all citizens working towards a common goal.

Councillor Bauman confirmed that he will work with Township staff to ensure that the approved fishing warning signs are posted per Council's request as soon as they have been received from the Region.

Council members agreed that they had no concerns with Mr. Marshall's proposed amendments to the memo. The memo was amended to read:

*"In late 2014 **and early 2015**, the newly elected members of Council looked at the implications of having an environmental committee where residents*

*were continuing to participate but where other main stakeholders had stopped attending meetings. After listening to the various parties, Council determined that the system needed a change. To that end, Council established the Remediation Advisory Committee (RAC) and a technical sub-committee called the Technical Advisory Group (TAG). RAC was given responsibility for ensuring the remediation efforts continue and TAG serves RAC in a technical capacity. **All stakeholders The MOECC, Chemtura, Region of Waterloo and Grand River Conservation Authority, APTE and the Citizens Public Advisory Committee are represented at the table either through RAC or TAG, and the remediation effort is moving forward.***

Unfinished Business

Traffic and Parking Concerns on Young and Water Streets in St. Jacobs

Mr. Kennaley shared correspondence that was sent to Nicola Bywater in December on the issue of speed in this area. The correspondence explains that based on traffic counts completed by staff there is not a speeding issue on Young Street. Mr. Kennaley noted that similar tests were done on Water Street where the traffic was slightly higher but still did not warrant traffic calming measures. Staff noted that 31 similar emails sent to residents across the Township requesting traffic calming measures where they were not warranted and Council were cautioned to consider consistency when implementing traffic calming measures in this situation.

Further discussion occurred regarding the traffic study completed on Young Street in response to Ms. Bywater's initial concern. Concern was expressed that because counts were not taken between Highcrest Lane and Water Street, the data was skewed. Staff indicated that Water Street will continue to be monitored during the construction/detour period as well as following the project's completion.

Mr. Kennaley confirmed that parking on Water Street will also be restricted during the detour to the southbound side only. In addition, staff will ensure that Regional staff contacts Waterloo Regional Police to step up enforcement of traffic provisions in the area during the detour.

Staff explained that due to the short duration of the construction project and in light of the low traffic counts on Young and Water Streets, staff are not recommending temporary speed indicator signs however the Township's existing speed trailer will be deployed during the detour.

Mr. Kennaley advised Council against installing stop signs that are not warranted and quoted the Ontario Traffic Manual which recommends against using stop signs as a traffic calming measure. It was suggested that unwarranted stop signs may create new traffic problems including rolling stops, rear end collisions, increased potential for pedestrian collisions and racing between stop signs. These issues can all create additional liability concerns for the municipality.

Staff suggested that as a result of the projected 9 fold increase of traffic on Water Street from the detour, the Region has agreed to complete a warrant study. If a warrant exists based on the increased traffic volume and other considerations, staff will report to Council. Discussion occurred whether a warrant study is required and whether Council's judgment is more appropriate given the circumstance. Councillor Bauman suggested that many of Council and residents' concerns can be justified by the projected increase in traffic, the amount of children

crossing for school and general pedestrian safety. Council members were generally supportive of Councillor Bauman's sentiments and proposals.

Staff confirmed that the report back on this matter will contain information related to liability concerns and warrant criteria. Councillor Martin stressed that he feels Council should make an informed decision and not make a knee-jerk decision.

MOVED BY Councillor Bauman

SECONDED BY Councillor Merlihan

THAT temporary no parking signs be installed south bound on Water Street and Printery Road, on both sides of Hachborn Street and Albert Street and on both sides of Abner's Lane, once it becomes a detour;

AND THAT temporary all way stops be installed at Water Street and Abner's Lane, Queensway Drive and Princess Street and Young and Hachborn Streets.

Discussion on the Motion

Staff confirmed that based on liability concerns, an amendment to the Traffic and Parking By-law will need to come forward to the next Council meeting in order to bring these changes into effect. Council provided direction to staff to bring the changes forward to the May 10th Committee of the Whole meeting with a Special Council Meeting following to ratify the By-law amendment.

...CARRIED

Menno Street, Breslau: Speed Bumps

Staff identified concerns that have been brought forward regarding the detour set up in relation to the Woolwich/Dolman reconstruction in Breslau. It seems that residents are bypassing the detour route and using Menno Street instead. As a result, staff are proposing the installation of temporary speed bumps on Menno Street on an emergency safety basis. Mr. Kennaley indicated that the Township has some temporary speed bumps on hand which will help to reduce cost.

In response to staff's inquiry regarding public consultation and public notice requirements, Council was not supportive of spending staff time on either initiative as the speed bumps are only temporary.

Further concern was expressed regarding the potential for motorists to attempt to go around the speed bumps as the road does not have curb or gutters. Staff will investigate options to help avoid this concern.

MOVED BY Councillor Bauman

SECONDED BY Councillor Martin

THAT Council supports the installation of temporary speed bumps in 2 places, across both lanes of Menno Street on an emergency basis.

...CARRIED

Consent Items

MOVED BY Councillor Hahn
 SECONDED BY Councillor Merlihan
 THAT the following items be received for information:

- Technical Advisory Group Minutes - November 26, 2015
- Remediation Advisory Committee Minutes - December 3, 2015
- Technical Advisory Group Minutes - January 13, 2016
- Technical Advisory Group Minutes - February 11, 2016
- Committee of Adjustment Minutes - March 21, 2016
- All Council Meeting Minutes - April 15, 2016
- Council Mail Folder Items

...CARRIED

Committee of the Whole

MOVED BY Councillor Shantz
 SECONDED BY Councillor Merlihan
 THAT Council convenes into the Committee of the Whole.

...CARRIED

Memo: Clarification of Costs for a Local Ombudsman Service

Ms. Hummel provided a summary of the memo and suggested that if Council is comfortable with the information provided that they ratify the recommendation from Committee of the Whole.

In response to Council inquiries, Ms. Hummel indicated that the information and training received through participation in this process is not something that could be obtained through the regular Regional Clerks' group. She noted that the City of Kitchener has opted out in order to observe the process for the first year and make a decision based on the results.

Councillor Merlihan expressed his support for this process noting that the cost is minimal and staff have control over ensuring the costs and complaints are minimized.

Further concern was expressed about vexatious and repeat complainants and the potential cost implications. Ms. Hummel explained that a local ombudsman will have the discretion to implement a higher evidence based threshold for receiving and investigating complaints based on direction from the municipality and the Regional context. In addition, it was noted that a professional company will be able to deal with vexatious complaints without emotion which takes the burden off staff.

Recommendations from Committee of the Whole (April 19, 2016)

Councillor Merlihan requested that recommendation #5 be voted on separately. Councillor Bauman requested that item #6 be voted on separately.

MOVED BY Councillor Hahn
 SECONDED BY Councillor Martin

THAT the Summary of Recommendations of the Committee of the Whole dated April 19, 2016 be adopted as follows:

1. THAT the Council of the Township of Woolwich approves the 2016 Elmira BIA budget.
2. THAT the following items be received for information:
 - Grand River Conservation Authority General Meeting Minutes - February 26, 2016
 - Invitation - Municipal Summit on Ontario Municipal Board Reform
 - Region of Waterloo Correspondence re: Elmira Children's Centre
 - Council Mail Folder Items
3. THAT the Council of the Township of Woolwich authorizes the Mayor and Clerk to sign the sublease agreement for the St. Jacobs Visitor Information Centre.
4. THAT the Council of the Township of Woolwich appoints the following applicants to the Township of Woolwich Environmental Enhancement Committee for the remainder of the 2014-2018 term of Council:
 - Chris Chhatwal
 - Melissa Annett
 - Kaitlin Powers

AND THAT Council adopts the draft revised Terms of Reference attached as Appendix A to Report C08-2016.

7. THAT the Council of the Township of Woolwich, in accordance with Report E17-2016, award contract 2016-01 for the replacement of the Hill Street Bridge (Structure No. 250146) to McLean Taylor Construction Limited at a total cost of \$777,134.67 after H.S.T. rebate;

AND FURTHER THAT Council approve GM BluePlan Engineering Limited be retained for contract administration, inspection, and post construction services at a total cost of \$49,534.33 after H.S.T. rebate;

AND FURTHER THAT the Mayor and Clerk of the Township of Woolwich be authorized to sign the tender documents.

8. THAT the Council of the Township of Woolwich is satisfied that the proposal by Signum Wireless to erect a 40 metre high wireless communication tower/100 m² compound area on lands known as 1089 Martin Creek Road is compliant, in the Township's opinion, with the requirements of Industry Canada's Radio Communications and Broadcasting Antenna Systems protocol CPC-2-0-03 and that all obligations for the Township and public consultation requirements of the CPC have been satisfactorily met.
9. THAT the Council of the Township of Woolwich authorizes the Mayor and Clerk, by By-law, to sign the Supplementary Subdivider Agreement (attached as Appendix 'B' to Report E26-2016) entered into with Birdland Developments Limited for Plan of Subdivision Application 30T-14701 (Southwood 3), to recognize changes to the grading, landscaping and demarcation plans, subject to:

1. The Subdivider signing the Agreement.

AND THAT FURTHER the Council of the Township of Woolwich authorizes the Mayor and Clerk, by By-law, to sign the Supplementary Lot/Block Agreement (attached as Appendix 'C' to Report E26-2016) entered into with the Birdland Developments Limited for Plan of Subdivision Applications 30T-14701 (Southwood 3) to recognize changes to the grading, landscaping and demarcation plans, subject to:

1. The Subdivider signing the Agreement.
10. THAT the Council of the Township of Woolwich approve in accordance with R04-2016, that Tender 2016-09 as submitted by Resurface Corporation, Elmira, to manufacture and supply one (1) propane fueled, Olympia Millennium "H" Ice Resurfacer for the St. Jacobs Arena in 2016 for a contract price of \$89,000.00 net of HST rebate;

AND FURTHER THAT the Council of the Township of Woolwich approve in accordance with R04-2016, that Tender 2016-09 as submitted by Resurface Corporation, Elmira, to manufacture and supply one (1) battery operated, Olympia Ice Bear Ice Resurfacer for the Woolwich Memorial Centre in 2017 for a contract price of \$155,000.00 net of HST rebate;

...CARRIED

Recommendation #5 – 2018 Alternate Voting Method

In response to a Council inquiry, Ms. Hummel provided feedback on ranked ballots and suggested that it would complicate the election process. Council expressed similar sentiments with respect to ranked ballots.

Council discussed the convenience of electronic voting and suggested that it may lead to increased voter turnout.

MOVED BY Councillor Hahn

SECONDED BY Councillor Merlihan

THAT the Council of the Township of Woolwich supports staff's intent to implement internet and telephone voting in the 2018 Municipal Election.

...CARRIED

Recommendation #6 – Appointment of Municipal Ombudsman

MOVED BY Councillor Bauman

SECONDED BY Councillor Hahn

THAT the Council of the Township of Woolwich appoint Agree Incorporated as the Municipal Ombudsman for the Township of Woolwich for the period June 1, 2016 to May 31, 2018, with an option to renew for two additional two year terms (total of six years).

AND FURTHER THAT the Mayor and Clerk be authorized to enter into a retainer agreement with Agree Incorporated to provide ombudsman services on a fee for service basis for the period June 1, 2016 to May 31, 2018 as described in this report, C16-2016: Appointment of Municipal Ombudsman.

...CARRIED

Staff Reports and Memos**F12-2016: Tax Rate By-law**

Mr. Petherick reminded Council that an amendment to this by-law will need to come forward to set the St. Jacobs Business Improvement Area (BIA) tax rate following Council's approval of their budget.

Councillor Bauman reported that the St. Jacobs BIA Annual General Meeting is scheduled for May 2, 2016 and they intend to have their budget ready to present to Council for approval in mid-May.

MOVED BY Councillor Martin

SECONDED BY Councillor Shantz

THAT the Council of the Township of Woolwich approves the tax rates, special area rates, local improvement charges, and sewer/water capital charges for 2016 as set forth in the by-law attached as Appendix "A" to report F12-2016.

...CARRIED

Other Business**Mayor's Report on Regional Matters**

Mayor Shantz indicated that Regional Council has provided final approval for the 2017 waste collection changes, the appointment of a Regional municipal ombudsman and the Township of Wilmot's new bus plus program.

Council Reports/ Updates

Councillor Martin passed along a comment he received from a resident praising staff for their work cleaning up branches after the last ice storm.

Outstanding Council Activity List as of April 22, 2016

No Comments.

First and Second Reading of the By-laws

MOVED BY Councillor Martin

SECONDED BY Councillor Bauman

THAT the following by-laws be introduced and read a first and second time:

- A By-law to provide for the adoption of the rates of taxation for municipal purposes for the year 2016 and to further provide for the imposition of penalty and interest in default of payment thereof
- A By-law to authorize the Mayor and Clerk to execute a supplementary subdivision agreement with Birdland Developments Ltd.
- A By-law to authorize the Mayor and Clerk to execute a supplementary Lot/Block agreement with Birdland Developments Ltd.
- A By-law to authorize the execution of a sublease agreement with Mercedes Corp.
- A By-law to confirm all actions and proceedings of Council (April 25, 2016)

...CARRIED

Adoption of proceedings of the Committee of the Whole

MOVED BY Councillor Hahn
SECONDED BY Councillor Bauman
THAT the Committee of the Whole rise and report to Council.

...CARRIED

MOVED BY Councillor Hahn
SECONDED BY Councillor Martin
THAT Council confirms and adopts the proceedings of the Committee of the Whole.

...CARRIED

Correspondence

None.

Public Notice

None.

Notice of Closed Meetings

None.

Notice of Motion

None.

Final Passage of By-laws

MOVED BY Councillor Bauman
SECONDED BY Councillor Shantz
THAT the following by-laws in the hands of the Clerk be read a third time and finally passed, that they be numbered as By-law numbers 27-2016 to 30-2016, and that they be signed by the Mayor and Clerk and sealed with the corporate seal.

...CARRIED

Mayor Shantz did not vote on the final by-law due to a pecuniary interest with respect to the St. Jacobs Visitor Information Centre Sublease as declared on April 19, 2016.

MOVED BY Councillor Bauman
SECONDED BY Councillor Martin
THAT the by-law to authorize the execution of a sublease agreement with Mercedes Corp. be read a third time and finally passed and that it be numbered as By-law number 31-2016, and that it be signed by the Mayor and Clerk and sealed with the corporate seal.

...CARRIED

Resolution to Reconvene in Closed Session

MOVED BY Councillor Bauman

SECONDED BY Councillor Shantz

THAT the Council of the Township of Woolwich convenes in closed session in the Councillors' Office in accordance with Section 239 (2)(d) for discussion regarding union negotiations and Section 239 (2)(e) for discussion regarding litigation or potential litigation, including matters before administrative tribunals affecting the municipality or local board regarding a legal matter.

...CARRIED

Resolution to Reconvene in Open Session

MOVED BY Councillor Shantz

SECONDED BY Councillor Martin

THAT Council reconvene in open session.

...CARRIED

E30-2016: Proposed Agreement regarding the heritage designation of the former Chalmers Presbyterian Church, 4 Katherine Street, Winterbourne

MOVED BY Councillor Merlihan

SECONDED BY Councillor Hahn

THAT the Council of the Township of Woolwich authorize the Mayor and Clerk to enter into the agreement attached as Appendix "A" to Report E30-2016 regarding the proposed heritage designation of the former Chalmers Presbyterian Church, 4 Katherine Street in Winterbourne, subject to the final form of the agreement being consistent with the attached agreement, and subject to the owners signing the agreement first.

...CARRIED

Council Meeting Start Times

David Brenneman noted that meeting start times may need to be adjusted to ensure that Council is not dealing with important closed session decisions late in the evening. He suggested Council should consider changing meeting start times to 7:00 p.m. and starting closed sessions no earlier than 6:00 p.m. to accommodate schedule limitations of several members of Council. Council supported having staff bring forward a memo to the May 10th Committee of the Whole meeting for further consideration.

Adjournment

MOVED BY Councillor Hahn

SECONDED BY Councillor Merlihan

THAT the meeting adjourn.

...CARRIED

Mayor

Clerk

**TOWNSHIP OF WOOLWICH
COMMITTEE OF THE WHOLE MINUTES**

May 10, 2016

6:00 p.m.

**Council Chambers, 2nd Floor
24 Church Street West, Elmira**

Present: Mayor Shantz
Councillor Merlihan
Councillor Hahn
Councillor Bauman
Councillor Martin
Councillor Shantz

Closed Session

None.

Disclosures of Pecuniary Interest

None.

Items to Come Forward from Closed Session

None.

Proclamations

Parks and Recreation Month

MOVED BY Councillor Bauman

SECONDED BY Councillor Martin

WHEREAS, in the Township of Woolwich, we are fortunate to have a variety of recreation and parks systems providing countless recreational opportunities for residents and visitors from around the world; and

WHEREAS, recreation enhances quality of life, balanced living and lifelong learning; helps people live happier and longer; develops skills and positive self image in children and youth; develops creativity; and builds healthy bodies and positive lifestyles; and

WHEREAS, recreational participation builds family unity and social capital; strengthens volunteer and community development; enhances social interaction; creates community pride and vitality; and promotes sensitivity and understanding to cultural diversity; and

WHEREAS, parks, open space and trails provide active and passive outdoor recreation opportunities, help maintain clean air and water; and promotes stewardship of the natural environment; and

WHEREAS, recreation, therapeutic recreation and leisure education are essential to the rehabilitation of individuals who have become ill or disabled, or disadvantaged, or who have demonstrated anti-social behavior; and

WHEREAS, the benefits provided by recreation programs, services and parks, and open space, reduce healthcare and social service costs; serve to boost the economy, economic renewal and sustainability; enhance property values; attract new business; increase tourism; and curb employee absenteeism; and

WHEREAS, all levels of government, the voluntary sector and private enterprise throughout the Province participate in the planning, development and operation of recreation and parks program, services and facilities;

NOW THEREFORE, be it resolved that Ontario does hereby proclaim that June, which witnesses the greening of Ontario and serves as a significant gateway to family activities, has been designated as Recreation and Parks Month, which will annually recognize and celebrate the benefits derived year round from quality public and private recreation and parks resources at the local, regional and provincial levels.

Therefore, the Council of the Township of Woolwich, in recognition of the benefits and values of Recreation and Parks, do hereby designate the month of June as Recreation and Parks Month.

...CARRIED

Seniors Month

MOVED BY Councillor Bauman

SECONDED BY Councillor Martin

WHEREAS *Seniors' Month* is an annual province-wide celebration;

WHEREAS seniors have contributed and continue to contribute immensely to the life and vibrancy of this community;

WHEREAS seniors continue to serve as leaders, mentors, volunteers and important and active members of this community;

WHEREAS their contributions past and present warrant appreciation and recognition and their stories deserve to be told;

WHEREAS the health and well-being of seniors is in the interest of all and further adds to the health and well-being of the community;

WHEREAS the knowledge and experience seniors pass on to us continues to benefit all;

I, Mayor Sandy Shantz, do hereby proclaim June 1-30, 2016 Seniors' Month in The Township of Woolwich and encourage all citizens to recognize and celebrate the accomplishments of our seniors.

...CARRIED

Presentations

None.

Delegations

Tova Davidson, Sustainable Waterloo Region - Update on Activities

Ms. Davidson indicated that Sustainable Waterloo Region is an organization aimed at reducing the carbon footprints of its members. She gave an overview of the ongoing activities and new programs of the organization, including the Travelwise program, Climate Action WR and the Regional Carbon Initiative.

Traffic and Parking in St. Jacobs (King St. North Reconstruction)

Nicola Bywater and Michelle McMillan

Ms. Bywater spoke in support of the proposed new for stop signs and parking restrictions in St. Jacobs. She asked for additional measures to be put into place at the bottom of the hill on Water Street where speeding seems to be most prevalent.

Carolyn Parks

Ms. Parks spoke in support of the proposed Traffic and Parking amendments in St. Jacobs and in support of the residents who have spoken to Council on this topic in the past. She emphasized that there is a large vulnerable population in the area and suggested that safety is a major concern. She emphasized the importance of the presence of permanent awareness and change tools, such as stop signs, to remind residents and reinforce the regulations. She suggested that the traffic and parking issues have been increasing permanently, not just as a result of the construction project on King Street.

Councillor Bauman noted that speed monitoring is still to be completed at the bottom of the hill on Water Street and Waterloo Regional Police Services (WRPS) were already contacted to check the speeds on Water and Young Streets. The results concluded that speeds were typically at or less than the 50 km/ hr speed limit. He continued to advocate for a speed indicator sign on Water Street.

Councillor Bauman also noted that he visited Queensway Drive on the morning of April 27th and was able to witness the increased traffic but indicated that the traffic seemed to be going a safe speed and was considerate of pedestrians. He did, however, note safety concerns related to students travelling to school on bikes and scooters. He suggested that parents should be encouraging safe riding behaviour such as wearing helmets and traffic awareness.

Dan Kennaley, Director of Engineering and Planning Services acknowledged the comments of Carolyn Parks and clarified that several studies have actually concluded that multi-way stops do not reduce traffic speed on residential streets. Instead, they tend to increase speeds between stop signs, encourage poor stop compliance, pollution and increased accidents.

It was clarified that the amending by-law will be considered at the Special Council Meeting following tonight's Committee of the Whole meeting and it is intended as a temporary measure during the reconstruction period. The amendments will be revisited in 2 years when the construction is completed.

Memo: Firearms By-law Amendment Request - Jigs Hollow Road

Val Hummel, Director of Council and Information Services/Clerk, outlined that the request before the Committee of the Whole came from Jigs Hollow resident Peter Hoffman who wants an amendment to the Firearms by-law to prohibit the discharge of firearms on properties located on the east side of Jigs Hollow Road, backing onto the Grand River. She noted there was a memo in Council's information package listing the municipal addresses of the properties which range from 1475 to 1642 Jigs Hollow Road. A map was shown to highlight the impacted properties. She recommended that the firearms prohibition, if supported by Council, be restricted to 1499 through 1557 Jigs Hollow Road which are the properties where no opposition was received.

Peter Hoffman

Mr. Hoffman spoke in support of the proposed amendment noting that his concerns are related to public safety. He suggested that a compromise allowing hunting within a designated buffer zone around the Canagagigue River would be acceptable in his view.

In response to a Council inquiry, Mr. Kennaley confirmed that the proposed area of exclusion is not a recognized settlement area in the Township's Official Plan or Zoning By-law.

David Yoworski

Mr. Yoworski spoke in opposition to the proposed amendment suggesting that the initial proposal stemmed from a dispute between neighbours. He questioned Mr. Hoffman's process in communicating with the affected property owners and suggested that public safety related to firearms is not a concern in this area.

Written Submission from Bill and Jill Davis

Council received the written submission from Mr. and Mrs. Davis.

Councillors were not in support of Mr. Hoffman's original or compromise proposals. They stated that the existing by-law sufficiently addresses the concerns of Mr. Hoffman. The by-law states that all discharge of firearms on private property requires written permission from the property owner and that no firearms may be discharged across any roadway. Council chose not to proceed with the requested by-law amendment.

Elmeda Weber - Tractor Shuttle Program for Downtown Elmira

Ms. Weber explained that she is moving forward with a shuttle service from the train station to downtown Elmira in an effort to encourage tourists to visit downtown Elmira. The shuttle will consist of a tractor, donated by the delegate, pulling a covered wagon from the train drop-off at the easterly end of Oriole Parkway to downtown Elmira. Ms. Weber noted that she approached the Downtown Elmira BIA to assist with funding for this project and they approved the request for one year at a total cost of \$11,950 to cover expenses including fuel and liability insurance. Because Council has already approved the Elmira BIA's budget, a resolution is required to approve the transfer of the necessary funds from their accumulated surplus.

Members of Council were enthusiastic and supportive of the idea. Councillor Hahn noted that the Elmira BIA were unanimously supportive of the proposal at last week's board meeting.

It was recommended that the ridership be tracked to gauge success of the program during the first year. Recommendations were provided on how to potentially fund this program after the BIA's one year commitment is over. Ideas included partnering with the railway, local businesses or charging a small fee from riders.

Following questions from staff, Councillor Hahn clarified that the BIA's resolution of support was contingent on ensuring Township staff are satisfied with all aspects of the proposal. At this time, the BIA simply needs a resolution to approve the funding allocation.

MOVED BY Councillor Hahn

SECONDED BY Councillor Shantz

THAT the Council of the Township of Woolwich supports the transfer of \$11,950 from the Downtown Elmira Business Improvement Area's accumulated surplus to their 2016 operating budget for the purpose of funding the proposed Downtown Elmira Shuttle Service.

...CARRIED

E22-2016: Extension of Municipal Services on King Street

Paul Miller

Mr. Miller posed four questions to staff and the following answers were provided:

1. What will the Township do if residents' wells are contaminated as a result of this project?

Jared Puppe, Acting Manager of Engineering, explained that in the event of well contamination, the Township is required to provide potable water and a long term solution to the affected property owner if it is determined that the construction caused the contamination. A long term solution would likely be to provide the connection to municipal services at no cost.

2. Will the Township allow payments from homeowners in 5 year lump sum installments to reduce the financial impact on residents?

Mr. Petherick indicated that he would not be in favour of the proposed arrangement as the Township is not a financing institution and this would create additional administrative work. The following payments options are available to benefitting property owners once an invoice has been received:

- Payment of the full balance upfront
- Long term repayment plan with the option to pay the full balance at any time

3. Will residents not connecting to the services at the initial installation phase still be required to pay, or will the balance be applied as a lien on the property to be paid upon connection?

Mr. Petherick indicated that payment could be deferred but noted that interest would still accrue on the balance at the proposed rate of prime + 2% compounded annually.

4. How will property owners' sump pump connections be handled within the storm water sewer system?

Mr. Puppe indicated that some properties have been identified for sump pump services, however, staff could check with the Region of Waterloo regarding potentially extending services to all properties. He noted that it would still be up to the individual homeowners to connect.

Councillor Bauman indicated concerns related to shallow wells running dry as a result of the construction. He explained that wells are particularly shallow in this area and some are on the same aquifer as waste water systems. He expressed concern about setting a precedent requiring the Township to provide water to these homes because of existing issues with wells.

MOVED BY Councillor Martin

SECONDED BY Councillor Bauman

THAT the Council of the Township of Woolwich, in accordance with Report E22-2016, approves the extension of municipal water and wastewater servicing from 1212 King Street North and 1140 King Street North in St. Jacobs as part of the Regional Municipality of Waterloo's reconstruction project, Contract T2016-111;

AND FURTHER THAT the Council of the Township of Woolwich allocates 11 units of reserve wastewater sewer capacity, equivalent to 35.75 people, for the 11 benefitting properties within the proposed wastewater service extension catchment area;

AND FURTHER THAT Council adopts a by-law in accordance with Section 326 of the Municipal Act to create a Special Service Levy for the benefitting properties within the limits of the area where it is proposed to extend municipal water and wastewater servicing, to cover the associated costs on a proportionate basis, once construction costs are fully determined.

...CARRIED

E32-2016: Authorization to enter into an agreement to provide for a Noise Warning Clause (Consent B7/2015, 1553742 Ontario Ltd. - Premier Farm Equipment)

Sarah Code, GSP Group

Ms. Code was present to answer questions of Council. In response to a Council inquiry, Mr. Kennaley indicated that the applicant will still be bound by the requirements of the Township's Noise By-law. He clarified that the noise warning clause is a requirement of the Region, not the Township.

MOVED BY Councillor Hahn

SECONDED BY Councillor Bauman

THAT the Council of the Township of Woolwich Council in accordance with E32-2016, authorizes the Mayor and Clerk to sign the attached agreement with regard to the noise warning clause, required as a condition of Consent Application B7/2015 for 1553742 Ontario Limited (Elmira Farm Service/ Premier Farm Equipment), for the property located at 239 Church Street West, Elmira.

...CARRIED

Unfinished Business

None.

Consent Items

MOVED BY Mayor Shantz

SECONDED BY Councillor Shantz

THAT the Council of the Township of Woolwich appoints Mayor Shantz as proxy at the annual meeting of shareholders for Waterloo North Hydro Holding Corporation on May 19, 2016;

AND FURTHER THAT the Council of the Township of Woolwich authorizes the Mayor and Clerk to sign the proxy resolution for the annual shareholders' meeting on May 19, 2016 attached as Appendix "A" to report F14-2016;

AND FURTHER THAT the Council of the Township of Woolwich adopts the By-law attached as Appendix "B" to report F14-2016 to appoint Chuck Martin as a Director of Waterloo North Hydro Holding Corporation until the next annual meeting of shareholders.

AND THAT the following items be received for information:

- Committee of Adjustment Circulation - May 16, 2016
- Proposed Zoning Amendment - 2407 New Jerusalem Road (Lester and Catherine Weber)
- Downtown Elmira BIA Meeting Minutes - April 6, 2016
- Council Mail Folder Items

...CARRIED

Staff Reports and Memos**Memo: Revisions to Council Meeting Schedule**

MOVED BY Councillor Bauman

SECONDED BY Councillor Shantz

THAT the Council of the Township of Woolwich amends the 2016 Council Meeting Schedule to adjust start times for Council and Committee of the Whole meetings to 7:00 p.m. effective May 31, 2016.

...CARRIED

E24-2016: CIPP Sanitary Sewer Lining Tender Award

MOVED BY Councillor Shantz

SECONDED BY Councillor Bauman

THAT the Council of the Township of Woolwich, in accordance with Report E24-2016, awards Contract 2016-13 for the Sewer Lining (in Elmira and Breslau) to Insituform Technologies Limited at a total cost of \$620,184.88 after H.S.T. rebate;

AND FURTHER THAT Council approves funding the shortfall of the sewer lining budget for the installation of cured in place pipe liner for sewers and cellar drains from the Sewer Reserve Fund at a total cost of 120,184.88 after H.S.T. rebate;

AND FURTHER THAT the Mayor and Clerk of the Township of Woolwich be authorized to sign the tender documents.

...CARRIED

E31-2016: Municipal Access Agreement

MOVED BY Councillor Hahn

SECONDED BY Councillor Shantz

THAT the Council of the Township of Woolwich approves the template Municipal Access Agreement (“MAA”) in accordance with Report E31-2016, for the purpose of improving the management of access to install telecommunications infrastructure in the Township’s road allowances for an initial term of ten years, with automatic renewal for two additional consecutive five year terms.

AND FURTHER THAT Council authorizes the Mayor and Clerk to sign a Municipal Access Agreement with Ascent Networks Inc., Continuum Online Services Ltd. O/A Netflash Internet Solutions and Packet-Tel Corp (PacketWorks)

...CARRIED

Year to Date Report - Quarter 1

Council provided direction to staff to circulate subsequent quarterly reports at least one week prior to the meeting at which it is to be reviewed. This will allow Council to have a more in depth review of the document.

MOVED BY Councillor Shantz

SECONDED BY Mayor Shantz

THAT Council receives the 2016 Year to Date Report – Quarter 1 for information.

...CARRIED

Memo: 2016 Budget Debrief and Follow-up

Richard Petherick, Director of Finance/Treasurer introduced the report and reminded Council that this is not an opportunity to give direction on the 2017 budget. He emphasized that the earlier requests of Councillor Merlihan have been included for further feedback from members of Council.

In response to a Council inquiry, Mr. Petherick explained that a review of the recreation programs would likely only include direct costs rather than indirect costs such as utilities. He also noted that Council will need to consider whether they expect all recreation programs to be self sufficient and what they consider the “break even” point to be. He indicated that while the Recreation and Facilities Services Department does complete a cost analysis on programming, finance staff are not involved and therefore he is unable to comment further. Council was informed that the new Director of Recreation and Facilities Services has been made aware of Council’s requests regarding recreation programming and concession services.

Members of Council noted a substantial drop in fax and phone line rates was achieved through an updated agreement with Bell.

Members of Council were generally supportive of a recommendation from Councillor Merlihan that a citizen panel be established to assist with a review of how revenue is generated at the Woolwich Memorial Centre (WMC). Mr. Brenneman reminded Council that it will be important to ensure that the citizen's panel has appropriately qualified individuals.

MOVED BY Councillor Bauman

SECONDED BY Councillor Martin

THAT the Council of the Township of Woolwich supports Councillor Merlihan's suggestion to establish a citizen panel, made up of appropriately qualified individuals, to assist in the review of recreation programs and concession services at the Woolwich Memorial Centre etc.

...CARRIED

After hearing input from Councillor Martin, Committee members agreed that a review of the Conestoga Park Daycare is not necessary.

Committee members were supportive of the initiative of staff developing replacement guidelines for small vehicles. Chief Pedersen confirmed that this project would be beneficial and could be easily accomplished.

After hearing from Councillor Bauman and Fire Chief Rick Pedersen, Committee members decided that a review of Fire Department Training Guidelines and funding allocation is not required.

Council provided the following direction with respect to the requests outlined in the budget debrief memo:

- All of the requests listed in the budget debrief will be completed by staff with the exception of a review of the Fire Department's training.
- The review of staffing will occur following 2016 Union Negotiations.
- Further discussions regarding priorities for assessment growth will occur in the context of the 2017 budget parameters report.

P03-2016: Agreement with Fire Marque

MOVED BY Mayor Shantz

SECONDED BY Councillor Bauman

THAT the Council of the Township of Woolwich approves entering into an agreement with Fire Marque, the sole provider of "Indemnification Technology" to permit the recovery of Fire Department costs from insurance companies with respect to insured perils;

AND FURTHER THAT Council approves the necessary amendment to the Fees and Charges By-law to charge current MTO rates, plus personnel costs, plus any additional costs to the Township of Woolwich Fire Department.

...CARRIED

Planning Public

None.

Other Business**Overnight Construction Noise – King Street Reconstruction Project**

Township Engineering staff have contacted the Region of Waterloo regarding potential solutions to the overnight noise resulting from the King Street reconstruction project. Staff are awaiting a response from the Region and will update Council when a response is received.

Driveway Repairs in Maryhill

Councillor Martin noted ongoing concerns related to driveway reconstruction in Maryhill and asked for an update on this project. Engineering staff will bring back an answer next week. The item was added to Council's Outstanding Activity List.

Outstanding Activity List, as of May 6, 2016

Staff confirmed that the Adam Street surplus land designation is still on track in relation to the King Street reconstruction work.

Correspondence**Municipality of South Dundas - Rural Economic Development (RED) Program Resolution**

No Comments.

Township of Southgate - Human Trafficking Resolution

No Comments.

Municipality of Trent Lakes - Human Trafficking Resolution

No Comments.

Ministry of Citizenship, Immigration and International Trade - Ontario Medal for Good Citizenship nominations

Council was supportive of Councillor Merlihan writing a nomination form for Alan D. Martin for Council to review at their next meeting.

Call to Action for Fort McMurray, Alberta

MOVED BY Councillor Bauman

SECONDED BY Mayor Shantz

THAT the Council of the Township of Woolwich supports the donation of \$2000 towards the Fort McMurray disaster relief through the Mennonite Disaster Service;

AND THAT the funds be transferred from the operating contingency reserve.

...CARRIED

Township of Wellesley - Resolution re: Heidelberg Community Centre Redevelopment

No Comments.

Public Notice

None.

Notice of Closed Meetings

None.

Notice of Motion

None.

Adjournment

MOVED BY Councillor Hahn
SECONDED BY Councillor Shantz
THAT the meeting be adjourned.

...CARRIED

Mayor

Clerk

**TOWNSHIP OF WOOLWICH
SPECIAL COUNCIL MINUTES**

Tuesday, May 10, 2016
8:00 pm

Present:
Mayor Shantz
Councillor Merlihan
Councillor Hahn
Councillor Bauman
Councillor Martin
Councillor Shantz

Disclosures of Pecuniary Interest

Councillor Merlihan declared a pecuniary interest with respect to the Noise Warning Agreement as Premier Farm Equipment is a client of his.

Committee of the Whole

MOVED BY Councillor Martin
SECONDED BY Councillor Hahn
THAT Council convenes into the Committee of the Whole.

...CARRIED

First and Second Reading of the By-laws

MOVED BY Councillor Shantz
SECONDED BY Councillor Bauman
THAT the following by-laws be introduced and read a first and second time:

- A By-law to amend by-law 70-2006 being a by-law to regulate traffic and parking on highways under the jurisdiction of the Township of Woolwich (King Street North Reconstruction - Stop Signs and No Parking)

Discussion on the Motion

Council agreed to include additional no parking provisions for both sides of Cedar Street East to accommodate a request from the Stone Crock to allow loading and unloading during the reconstruction project.

Dan Kennaley, Director of Engineering and Planning Services explained that while the Region was initially receptive to paying for all of the proposed stop signs, they have since said they will only pay for the one at Abner's Lane unless a warrant study is completed at the other two locations. The cost to the Township to install the remaining signs is approximately \$1,500. Councillor Bauman stated that Council cannot afford to wait for the warrants to be completed.

...CARRIED AS AMENDED

MOVED BY Councillor Shantz

SECONDED BY Councillor Bauman

THAT the following by-laws be introduced and read a first and second time:

- A By-law to authorize the Mayor and Clerk to execute a Noise Warning Agreement (EFS Property Ltd.)

...CARRIED

(Councillor Merlihan did not participate in the vote)

Adoption of the Proceedings of the Committee of the Whole

MOVED BY Councillor Bauman

SECONDED BY Councillor Martin

THAT the Committee of the Whole rise and report to Council.

...CARRIED

MOVED BY Councillor Martin

SECONDED BY Councillor Shantz

THAT Council confirms and adopts the proceedings of the Committee of the Whole.

...CARRIED

Final Passage of By-laws

MOVED BY Councillor Shantz

SECONDED BY Councillor Bauman

THAT the following by-law in the hands of the Clerk be read a third time and finally passed, that it be numbered as By-law number 32-2016, and that it be signed by the Mayor and Clerk and sealed with the corporate seal:

- A By-law to amend by-law 70-2006 being a by-law to regulate traffic and parking on highways under the jurisdiction of the Township of Woolwich (King Street North Reconstruction - Stop Signs and No Parking), as amended.

...CARRIED

MOVED BY Councillor Bauman

SECONDED BY Councillor Shantz

THAT the following by-law in the hands of the Clerk be read a third time and finally passed, that it be numbered as By-law number 33-2016, and that it be signed by the Mayor and Clerk and sealed with the corporate seal:

- A By-law to authorize the Mayor and Clerk to execute a Noise Warning Agreement (EFS Property Ltd.)

...CARRIED

(Councillor Merlihan did not participate in the vote)

Adjournment

MOVED BY Councillor Shantz
SECONDED BY Councillor Bauman
THAT the meeting adjourns to meet again in regular session on May 17, 2016.

...CARRIED

Mayor

Clerk

F**TOWNSHIP OF WOOLWICH****FINANCE DEPARTMENT****REPORT:** F13-2016**MEETING DATE:** May 17, 2016**TITLE:** Development Charge Deferral Request -
Elmira Developmental Support Corporation**MEETING TIME:** 6:00 PM**FILE ID:** F21 – Development Charge Revenue**LOCATION:** Council Chambers**PREPARED BY:** Richard Petherick**REVIEWED BY:** SMT**DATE REVIEWED BY MANAGEMENT TEAM:** May 9, 2016**C.A.O.:** _____ (signature not required if reviewed by SMT)**CONSENT ITEM****RECOMMENDATION**

THAT the Council of the Township of Woolwich defer the development charges for the Elmira Developmental Support Corporation's residential development at 75 McGuire Lane in Elmira for a period of twenty (20) years or until the property is no longer in their possession, whichever comes first;

AND FURTHER THAT Council give direction on whether Development Charges are to be a straight deferral or a deferral with a repayment;

AND FURTHER THAT Council authorize the Mayor and Clerk to enter into a Development Charges Deferral Agreement with Elmira Developmental Support Corporation, with such deferral agreement being registered on title to the property.

BACKGROUND INFORMATION

On April 25, 2016, Greg Bechard, Executive Director for the Elmira District Community Living, made a presentation at the April 25, 2016 Council meeting. Mr. Bechard presented to Council Elmira Developmental Support Corporation's (EDSC) vision on building three affordable assisted living housing units on McGuire Lane in Elmira. Through this presentation EDSC was seeking Council's endorsement for the Township to enter into a deferral agreement for the Township's portion of development charges (DC). Council referred this matter to staff to report on the implications of a DC deferral agreement as well as any potential repayment options.

COMMENTS

Council will recall that as part of the April 25th Council package staff included background information for EDSC's request. As stated in the background information Council has the ability to defer DC's as this provision currently exists in the Township's existing DC By-law under Section 3.16, which states:

“Despite section 3.15, Council from time to time, and at any time, may enter into agreements providing for all or any part of a development charge to be paid before or after it would otherwise be payable, in accordance with section 27 of the Act.”

With the ability to defer DC's staff looked at the financial implications of a DC deferral for the current EDSC residential development at 75 McGuire Lane. The Township's portion of the total applicable DC's for this development is \$21,390. In addition EDSC is planning on building two similar residential developments. The following is a breakdown on the current development as well as the cumulative impact of all three developments using the current DC rate:

<u>Service Categories</u>	<u>Current Development</u>	<u>Cumulative impact</u>
Fire	\$1,324	\$3,972
Public Works	\$7,558	\$22,674
General Government	\$858	\$2,574
Parks & Recreation	\$6,703	\$20,109
Water	\$2,778	\$8,334
Sanitary Sewer	\$2,169	\$6,507
TOTAL	\$21,390	\$64,170

As Council can see from the chart above the cumulative impact has the greatest implication for Public Works followed closely by Parks & Recreation. However to remind Council EDSC is seeking a deferral of DC's and not an exemption. With this being said it is conceivable that the Township may not realize any potential DC revenue from these developments for a significant period of time (i.e. 20 plus years).

The issue at hand is how will this affect the growth related capital projects for these service areas. Currently there already exist a number of scenarios that has an impact on the Township's ability to proceed with growth related projects that are dependent on DC's. As an example if growth does not occur in the expected time period as set out in the DC Background Study then the Township is not collecting the necessary DC's to fulfill the growth related capital plan. On the reverse side depending on tender pricing the Township receives for growth related projects, costs may be significantly higher to the point where there is not sufficient DC's even though the anticipated growth did occur.

As Council can see while deferring DC's for any development has an impact the question remains as to whether Council supports the idea or concept behind the deferral. In the case of the EDSC residential development there is a greater community benefit where these residential developments will support those in need of assisted living at the same time as providing affordable housing.

If Council was willing to enter into a DC deferral agreement with EDSC staff recommend that the deferral agreement be for a twenty (20) year period and that this agreement be registered on title for this property. Staff also recommends that the agreement shall expire at the end of the twenty (20) year period or until such time that EDSC no longer owns the property, whichever comes first. In order to fairly address what DC rate should apply staff further recommends that the applicable DC rate in effect at the expiration of this agreement be the most appropriate rate.

One other option Council requested staff to investigate as part of any potential deferral agreement is the idea of a repayment schedule. The idea of a repayment schedule would be similar in nature to a loan whereby an annual payment, including interest, would need to be made. If Council wished to include a repayment plan in the deferral agreement the annual repayment amount would be \$1,181.00 for the current development only. This number is based on \$21,390 over a twenty (20) year period at an interest rate of 2.68%, which was the average interest rate on the Township's long-term investments. If Council desired not to apply any interest to the repayment option the annual repayment amount would be \$1,070.

One additional piece of information Council should be aware of is that EDSC properties are exempt from property taxation as per the Assessment Act.

Going forward the Township is aware that EDSC will be constructing two additional residential developments in the future however staff recommends that these developments be dealt with on an ad hoc basis as oppose to a blanket deferral. The reason being, staff is not aware of the timing on these developments due to the fact that each development needs to be fundraised by EDSC. In addition there may be other future social housing developments in the Township that may seek similar deferral agreements. Each potential development that may seek a deferral agreement should be evaluated on its own merits and at that time Council can decide whether they support a deferral agreement.

STRATEGIC PLAN

Entering into a deferral agreement with EDSC directly relates to the Township's Strategic Plan focus area Provide for Inclusive and Accessible Communities by supporting inclusiveness for those living with disabilities through affordable housing opportunities.

CONCLUSION

Staff recommend Council enter into a DC deferral agreement with EDSC for their residential development at 75 McGuire Lane in Elmira for a period of twenty (20) years and that the deferral agreement be registered on title.

FINANCIAL IMPLICATIONS

In addition to the financial information contained above, the cost to register a deferral agreement on title will cost approximately \$500.

OTHER DEPARTMENT IMPLICATIONS

None

LIST OF ATTACHMENTS

None

Township of Woolwich**Council and Information Services Department**

May 13, 2016

To: Mayor Shantz and Members of Council

From: Val Hummel, Director/Clerk, Council & Information Services Dept.

Re: Special Appointments By-law on Agenda for Approval (Related to St. Jacobs Road Reconstruction)

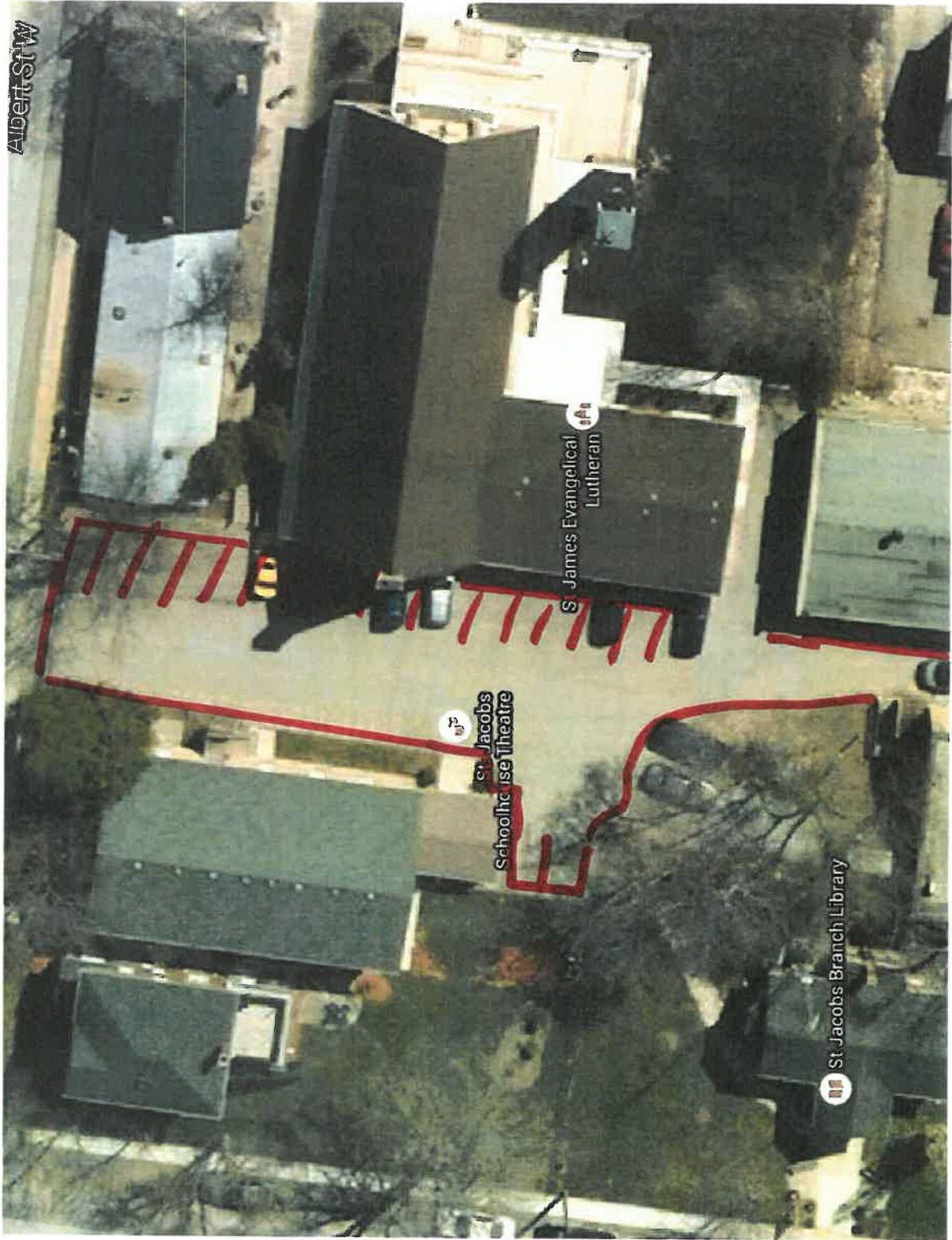
File: P01/By-law Enforcement

There is a by-law on the May 17th Council meeting agenda to appoint Jenny Shantz and Tara Payne as Special Enforcement Officers with authority under the Township's "Private and Municipal Lot Parking By-law". This minor by-law amendment was requested by Jenny Shantz on behalf of Mercedes Corporation and Stone Crock Inc. The purpose is to allow the Specially Appointed Officers to enforce parking restrictions in private parking lots near the downtown core.

Mercedes Corporation and Stone Crock wish to ensure that convenient parking is available to customers at all times but particularly during the road reconstruction project. Communications have gone out to store employees asking them to park in the Water Street Municipal Lot. Compliance has been good but not complete, therefore, the request for authority to enforce parking restrictions would be a benefit.

This appointment is intended to be permanent for the core area of St. Jacobs similar to what is in place for the market area. Education will continue to be the foremost method of gaining compliance, but the ability to issue parking tickets is needed to deal with the occasional situation that warrants a stronger response. Supplies, training and support will be provided to the Specially Appointed Officers.

Maps of the private lots are attached. They are located between the St. Jacobs Schoolhouse Theatre and St. James Evangelical Lutheran Church; behind Quarry Communications; the Mill Race Lot; and parking areas in and around the buildings controlled by Mercedes Corporation and Stone Crock fronting on King Street.



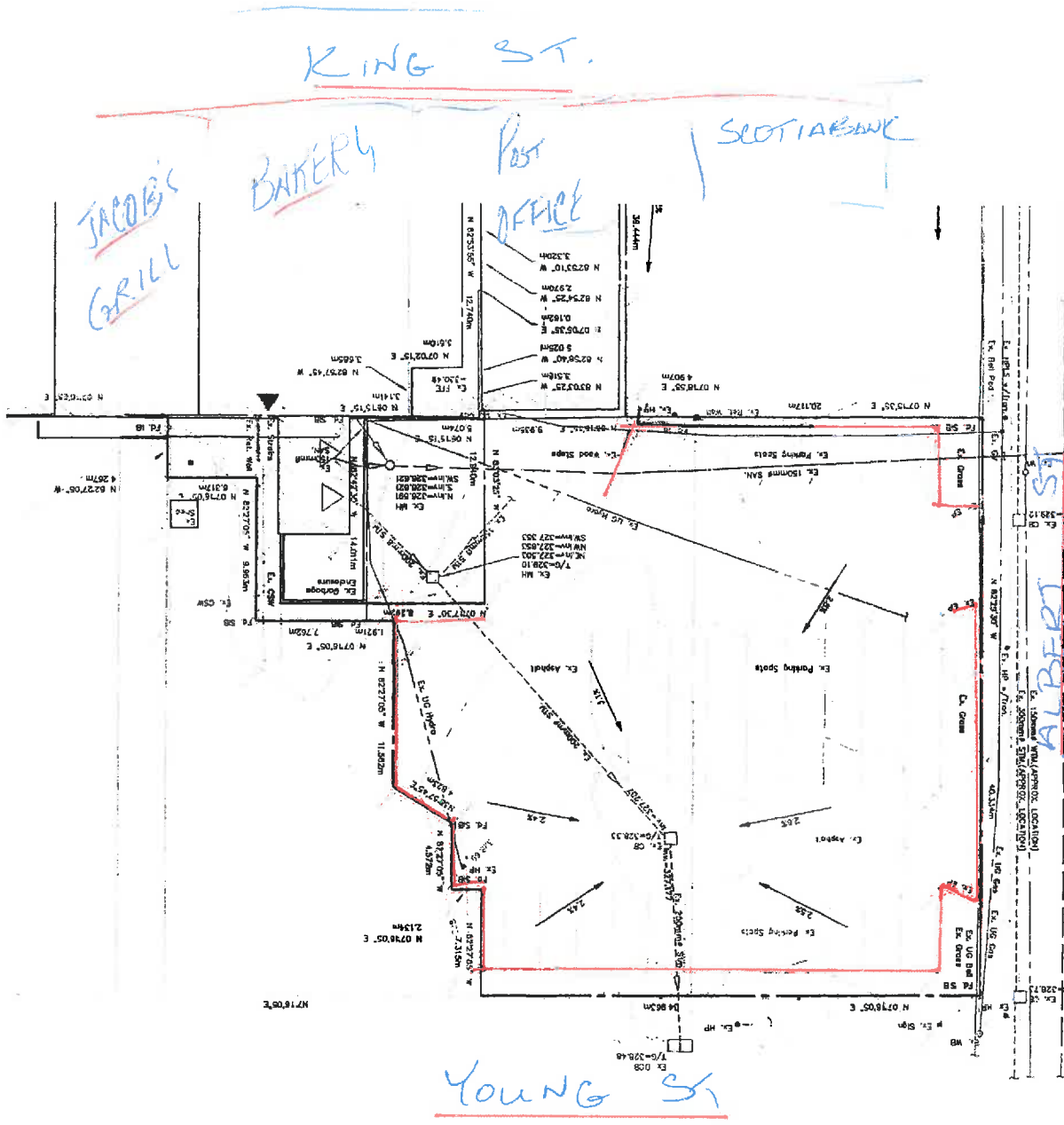
Albert St W

St. James Evangelical Lutheran

St. Jacobs Schoolhouse Theatre

St. Jacobs Branch Library

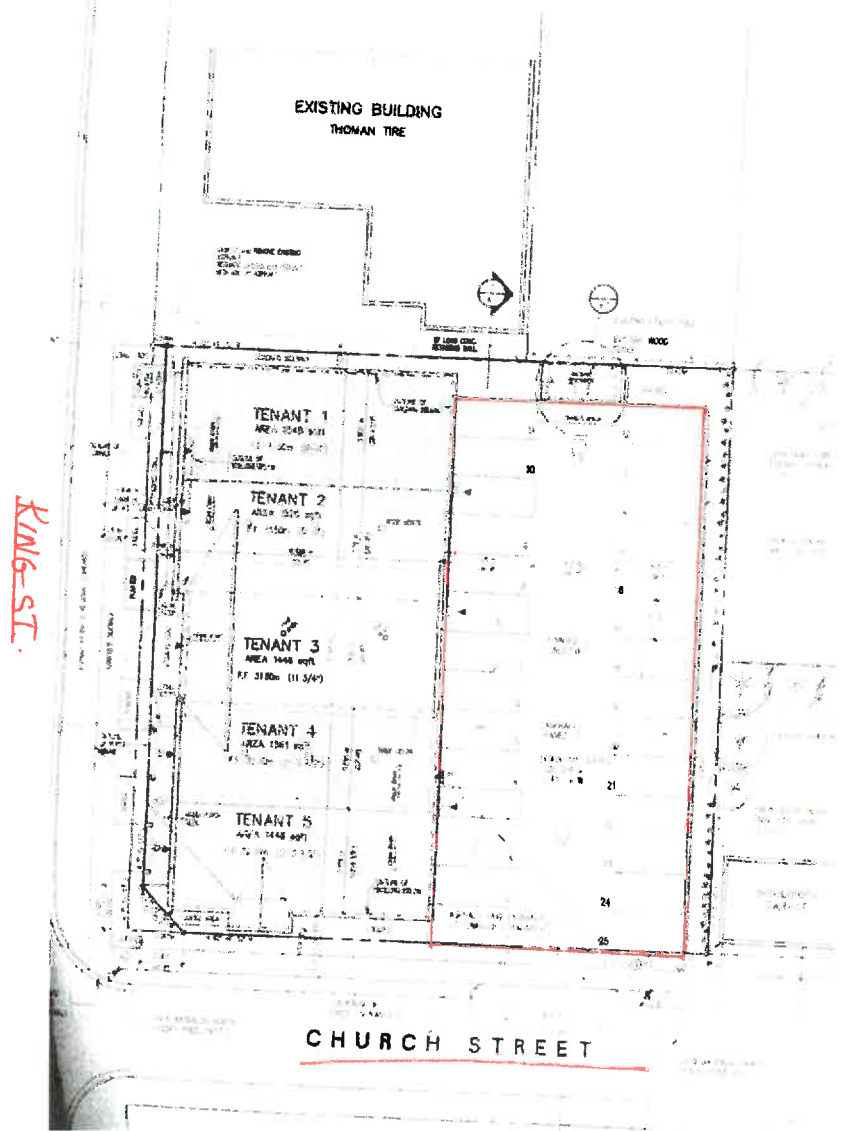
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2 RETAINING WALL DETAIL



**Township of Woolwich
Technical Advisory Group (TAG)
Minutes**

**Thursday, April 14, 2016
Council Chambers, 2nd Floor
Administration Building, 24 Church Street West, Elmira**

6:30 p.m. Public Meeting

Present:

Dick Jackson,	Chair, Technical Advisory Committee (TAG)
Linda Dickson	TAG Voting Member
Bill Barr	TAG Voting Member
Pat McLean	TAG Voting Member
David Hofbauer	TAG Voting Member
Joe Kelly	TAG Voting Member
Sebastian Siebel-Achenbach	TAG Voting Member
Susan Bryant	TAG Voting Member
Jeff Merriman	Chemtura
Dwight Este	Chemtura
Lisa Schaefer	Recorder, Township of Woolwich

No regrets

*Various members of the public were in attendance

Disclosures of Pecuniary Interest

All disclosures made by TAG members indicated that they had no pecuniary interests to declare and therefore that no conflicts of interest exist.

Approval of Previous Minutes

1.1 February 11, 2016

MOVED by Sebastian Siebel-Achenbach
SECONDED by Pat McLean
THAT the February 11, 2016 TAG Meeting Minutes be adopted

...CARRIED

New Business:

2.1 Written Submissions Review

None

2.2 East Side Surficial Soil and Groundwater Investigation Report Discussion

TAG stated that given there is still contamination in the replacement monitoring well OW 36-5; it does appear that there is DNAPL in the area because of the persistence of the contamination. Given this, TAG will recommend to RAC that GHD collect soil samples and preserve them in order to understand to what extent DNAPL may be present both above and below the sand units.

Whether or not a PID probe would pick up some of the pesticides was discussed. TAG indicated that PID's are used for volatile organics (double bounds) and was not sure that it could be used to field screen for 2, 4, 5, -T and 2,4-D. In response, Chemtura clarified that they do not intend to use the PID instrument to screen for those particular compounds as they are semi-volatile. The PID was used as a general indicator when the investigation was completed. It will not be used to characterize or quantify for 2, 4, 5 -T or 2,4-D. They anticipate that they will be stock piling some excavated material for disposal and there will be ample opportunity to obtain samples for characterization.

When TAG asked if Chemtura will use the dye test for sampling, Chemtura said they would first look for their physical presence (Uniroyal DNAPL is historically dark brown or black) and if they suspect DNAPL is present; they will take a sample and complete a colorimetric dye test. They also noted that the OW 36-5 well is in the area where there were numerous drum burial pits from the 1940's. It could be DNAPL which they will look for but Chemtura felt there are other plausible explanations for the high levels.

TAG also raised a concern as a result of reviewing the 2015 Annual Monitoring Report. Wells in the UA1 and 3 as well as the SA area on the East Side have very peculiar spikes of contaminants, primarily with chlorobenzene. One of the wells is near the Creek. The others are up the hill. As a result, TAG requests that Chemtura develop a map of the wells in this area in order to attempt to determine what is happening in that location, particular the OW 36 well. Chemtura requested that TAG send an email summarizing the specific wells of concern, they will inquire with Alan Deal of GHD and attempt to put an explanation together.

TAG asked Chemtura about the work plan that is envisioned for the East Side. Chemtura responded that a work plan was developed for the Chemtura side of the fence and provided to RAC on March 10, 2016. They will proceed with the work after receiving comments from the MOECC. It is Chemtura's desire to complete investigation work on the Stroh side of the property. They intend to speak to Mr. Stroh in regards to sampling on his property. If he agrees, Chemtura will put together a work plan and share it with the stakeholders.

2.3 2003 Site Specific Risk Assessment Discussion

At the most recent RAC meeting (March 10) concerns were raised regarding the 2003 Site Specific Risk Assessment. Several documents were referenced to support these concerns.

The first was a critique of the SSRA Workplan at Uniroyal/Crompton by APT/CPAC and dated April 2000. The following main concerns were noted:

- The Workplan did not consider the contaminated sediment issue in the context of the overall contamination of the site and a comprehensive long-term plan for more source clean-up.

- The risk-assessment approach to Persistent Organic Pollutants (POPS) is inappropriate, since they travel up the food chain and exposure is not confined to local areas.
- Consultation with the community on the SSRA was inadequate.

The second document was dated, June 2003 and was titled: *Crompton Site Specific Risk Assessment – The Mennonites, Draft notes made by Susan Bryant*, for APT Environment. The main concerns identified in the document was that the SSRA was not “site-specific” in that nowhere in the Human Health Risk Assessment did it identify the downstream receptors as Old Order Mennonite farmers but only as “residential/recreational.” As far as APT was concerned, no consultation with this community was done. The paper documents APT concerns of the special nature of that community, what that meant for exposure to this community, and efforts that APT made to try to communicate with the community and to get some work done to reduce exposure downstream.

The third document is titled: *Excerpt from APT Update to Canadian Chemical Producers Association*. At that time, APT was recommending that Crompton not receive verification on their Responsible Care. Most of the rationale for this was APT’s concern with the downstream community being not being addressed in the SSRA.

The fourth document is from Dr. Henry Regier, dated September 16, 2004 and is titled: *ELMIRA’S LEGACY OF AGENT ORANGE AND RELATED TRAGEDIES*. It provides a discussion on Agent Orange in Vietnam and Elmira and his feelings that the Federal Government should be involved in dealing with the Elmira clean-up. He also felt that dealing with the issue of the Creek should be part of a larger, more comprehensive vision for getting rid of the hot spots both on and off the site.

The final document is a CPAC document, dated July 2003 and is titled: *CPAC Request for Action -Response to SSRA Human Health Assessment, Crompton*. Within the document, CPAC lists eight actions of request which include fencing off and revegetate as a buffer strip the floodplain of Canagagigue Creek downstream of the Crompton site as far as Grand River, providing appropriate compensation to farmers, in regards to Downstream Contaminated Sediment and excavate and investigate thoroughly the full extent of contamination, both laterally and vertically at GP 1 and 2.

It was noted that all five documents were given to the MOECC by TAG for review as per Terri Bulman’s request. In terms of the SSRA, the MOECC has never rejected or accepted it. Chemtura cannot comment on whether the MOECC accepts or rejects the SSRA. There was extensive consultation with the development of the Work plan for the SSRA, including CPAC, an external consultant (peer review), and Mr. Jaagumagi. The MOECC accepted the Work plan and Chemtura undertook the work. That work guided Chemtura on subsequent remedial work. TAG noted that one of the concerns raised at the time was that the peer reviewer was from outside of the community and was not aware of the downstream community. Chemtura confirmed that there was not a consideration of the downstream community.

After a discussion, it was agreed that TAG will consider the SSRA meaningful and still valid unless indicated otherwise from the MOECC. Recent documentation from the MOECC implies that the assessment is still considered valid. It is still uncertain as to whether there will be a human risk assessment completed this year by the MOECC. There will be an ecological risk assessment as noted in the dashboard.

A general discussion took place as to whether another health risk assessment is even useful at all. TAG questions MOECC spending money on an assessment when it could be put to better use, especially if the MOECC has accepted the 2003 SSRA in principal. If they do one now, they should come back with a much more stringent set of standards based on the risk assessment because it will be a different population than from 2003. If they are not meeting the 2003 standards, then it becomes a moot point. TAG felt that if an assessment was to be done, it should be done independently, by an outside consultant, such as Hatfield.

The Mayor, Councillor Bauman and Chair Jackson were led to believe at a meeting with MOECC in November of 2015 that there was not a necessity for signage at the Creek advising against fishing as the MOECC had essentially completed a human health risk assessment and indicated that there was “negligible human health risk”. It was not appropriate to make this suggestion in TAG’s opinion when there has not been a full assessment of the data presented on September 20, 2015. Chemtura understands that the MOECC will complete a risk assessment but they are still in the investigation stage. Therefore, TAG feels that background information is needed as well as the opportunity to ask background questions, to receive clarity, and have discussion. TAG will recommend to RAC that the MOECC present to RAC what they are considering doing as a risk assessment, how it will effect the community and what it will provide to the community (what is the value).

After discussion, the following motion was put forth:

MOVED by Pat McLean

SECONDED by Susan Bryant

THAT TAG recommends to RAC to request MOECC to provide clarification of the reasons for doing their proposed risk assessment in addition to the 2003 report including the value, outcomes, timelines and scope of work, and;

THAT RAC be given an opportunity to comment on their rationale and work plan before they proceed.

...CARRIED

2.4 Documents received since last TAG meeting

Refer to ‘Correspondence Received 2016’ on the Township website RAC page for a complete list.

Chair Jackson noted that he has been in correspondence with the MOECC in regards to suspended sediment sampling. The MOECC has been in contact with Mike Stone at the University of Waterloo. Mr. Stone has provided recommendations to the MOECC and Chair Jackson has endorsed them. MOECC indicated that they would be going to Chemtura regarding the sampling. Chair Jackson was surprised by this as he understood that this was a MOECC responsibility under the Pest Control Products Act. Chemtura said it was their understanding that the MOECC would develop a protocol or implement the sediment sampling.

2.5 Comments on 2015 Annual Monitoring Report

TAG requested that Chemtura make a presentation to TAG on the 2015 Annual Monitoring Report. Chemtura has agreed. They will invite the author of the report, Alan Deal to attend the next TAG or RAC meeting. The presentation will be approximately 45 minutes and then 15 minutes for questions and answers.

Chemtura also confirmed that the Model Check Point Analysis Report (formally called the 5 year Computer Model Report) should be ready in draft form in the next few weeks. Chemtura hopes to have it to TAG and the MOECC in early May. This should allow those who will be attending the Qualified Persons (QP) meeting through the MOECC to review the report beforehand as the tentative time to meet will be in June.

2.6 Creek Contamination Issue

The issue of wading/swimming in the Creek has been a concern raised of late. The Mayor received a letter yesterday from Terri Bulman of the MOECC which addressed the issue. The letter indicated that the Ministry has determined that there is negligible health risk due to contact with water in the Creek, including swimming. Further, the Ministry does not expect surface sediment in the Creek to exceed acceptable exposure levels to an extent that is dangerous to one's health.

A briefing note that is being prepared for submission to the Federal Government was discussed. It follows many of the issues that Henry Regier addressed twelve years ago. The briefing note asks for the Federal Government to become re-involved in this issue. A cover letter was attached that prepared by Susan Bryant. Both were submitted this week to Harold Albrecht, MP. The note addresses:

- Background of Uniroyal contamination of the Creek
- The Present Situation with respect to Creek contamination
- Federal Government Issues with respect to their responsibilities
- US Government remediation of dioxin in Vietnam
- A conclusion recommending Federal Government involvement

In regards to Federal Government Issues, there are a number of aspects of this issue that relate to the Government of Canada and include:

1) Federal jurisdiction governs pesticide production and its by-products, e.g., Agent Orange and dioxins, through the Agriculture, Health, Fisheries and Environment Departments, although the Pest Control Products Act delegates compliance monitoring to the Provinces. The Government of Canada was negligent in its oversight of this pesticide production plant during the 1960s. In fact, Environment Canada denies to this day that DDT was ever manufactured in Canada although Uniroyal Chemical Ltd never hid the fact that it produced DDT.

2) In the 1960s when environmental regulations were weak, only the original Fisheries Act might have prevented the contamination of the Creek. It was not effectively exercised if it was used at all, i.e., the Government of Canada was negligent in its oversight of the creek.

3) Polychlorinated dioxins and furans and DDT are identified as toxic substances under the Canadian Environmental Protection Act (1999) and qualify as *Chemicals of Mutual Concern* under the 2012 Great Lakes Water Quality Agreement. As part of the Great Lakes Basin Ecosystem, Canagagigue Creek qualifies as a new Area of Concern given the high levels of dioxin, furan and DDT contamination, e.g., far higher than ever measured at Jackfish Bay AOC.

4) Neither Health Canada nor Environment Canada, which investigated the Creek in 1983 and failed to study either the dioxin/furan and DDT contamination or suspended sediment quality, have addressed the issue of the legacy of Agent Orange production in the heart of Ontario.

5) The Federal Government, through the Canadian International Development Agency, Canadian Space Agency, Health Canada, Environment Canada and Revenue Canada, assisted Canadian site investigations in Viet Nam, where the Agent Orange was sprayed as a defoliant. No such interest has been shown by any of these Federal agencies in the contamination resulting from the production of Agent Orange in the heart of agricultural southwestern Ontario.

Chair Jackson noted that since 2004, the Ford Foundation and the Vietnamese Government have funded investigations by Hatfield Consultants into the occurrence of Agent Orange and dioxin in aquatic sediments around former US military bases in Viet Nam where Agent Orange was stored and used as a defoliant.

The briefing note concludes with the Township requesting the following:

- 1) Conduct a full assessment of streambed and suspended sediment contamination by dioxins, furans and DDT in Canagagigue Creek to identify areas where the sediment quality exceeds the CCME probable effect level for dioxins and furans.
- 2) Contribute financially to the remediation of sediments where polychlorinated dioxin and furan concentrations in excess of 150 ppt (pg/g) TEQ are detected.
- 3) Establish a permanent suspended-sediment quality monitoring station adjacent to the existing Water Survey of Canada stream-flow monitoring station (02GA023) on Canagagigue Creek and assess dioxin, furan and DDT transport.
- 4) Retain Hatfield Consultants to undertake a human health risk assessment of the sediment quality in Canagagigue Creek resulting from the full assessment (item 1) above.
- 5) Identify Canagagigue Creek as an Area of Concern under the 2012 GLWQA.

The cover letter to the briefing note is a Township document and is signed by the Mayor, Mark Bauman and Richard Jackson.

Recommendations to RAC

TAG will recommend to RAC that GHD collect soil samples and preserve them in order to understand to what extent DNAPL may be present both above and below the sand units.

See Section 2.3 for a motion passed.

TAG will recommend to RAC that they do not want to receive reports at the last minute. It is reasonable to request all documentation at least 48 hours prior to the next meeting. TAG would also like to be provided with reasonable notice on meetings that are relevant to this issue so they have the opportunity to participate.

Correspondence

Refer to 'Correspondence Received 2016' on the Township website RAC page for a complete list.

Other Business

There is a piece of land at the corner of Union St. and First St. E in Elmira known locally as Taylor Orchards. Hawk Ridge applied to develop the area in 2009/2010 with residential homes. Concerns were raised by CPAC and APT. At that time, the developer decided to appeal the application to the Ontario Municipal Court as they felt the Township had not acted in a timely manner. In 2012, the Board turned down the developer's application based on noise and dirt/dust from industrial uses of the area. The concerns raised by CPAC and APT were around the worst case scenario. Chemical companies are required, under Responsible Care, to determine the impact to the community under a worst case scenario. After this decision, there were changes made to the Provincial planning policies which indicated companies should be taken into account land use compatibility. The policy said that major facilities and sensitive land uses should be planned to ensure they are appropriately designed, buffered or separated from each other to mitigate adverse effects from odour, noise and other contaminants, minimize risk to public safety and to ensure the long term viability of major facilities.

The developer has now come back with another application. They have made some revisions to their site plan to address the issues raised in the past. There is a public planning meeting next week. APT members believe that this is not an appropriate use of the land given its location next to two chemical plant companies.

Chemtura confirmed that they will be a part of this process. They will share the worst case scenario document with the relevant stakeholders.

TAG discussed the following:

- Land use planning must now take into consideration emergency management concerns.
- MOECC Guideline D-6 states separation distances and potential influence areas for compatibility between industrial and sensitive land uses based primarily on nuisance (noise, dust, and odour). Use of the D-6 series can be incorporated into the Official Plan for the Township to turn the Guidelines into Bylaws, such as Barrie and Sarnia have done.

APT will be proceeding with this concern and will report to TAG at the next meeting.

Chair Jackson then discussed an email sent by Jocelyn Johnson, a concerned resident. In the email, she asked several questions. She was hesitant to raise them at RAC and did not meet the delegation deadline. As a result, he will discuss it now. Chair Jackson responded to her questions on April 13, 2016. In addition to Ms. Johnson stating that the Township should obtain an environmental lawyer, she asked the following questions:

- Has off site contamination (off the Chemtura property) been found?
- If yes, has the removal of these contaminants begun. If not, why?
- Have new contaminants been found, not previously identified in the agreement between MOECC and Chemtura which led to the closing of Township wells/aquifers? If yes what?
- Have soil samples been taken up stream of the Chemtura property in relation to the proposed splash pad next to the Canagagigue Creek at Bolendar Park?
- Do TAG and RAC subcommittees regularly update Council with any updated information/progress from these meetings? When was the last time entire Council has been brought up to date with re: to Chemtura and MOECC?

- What are my next steps as a concerned frustrated citizen?

In response, Chair Jackson indicated:

- There are other options at this time instead of litigation.
- Yes, removal has begun. It was suggested she review the 2015 Annual Report as well as the TAG work plan.
- Aquifer remediation has been ongoing for 17 years with a 2028 deadline. The remediation of streambank sediments on the Chemtura site was undertaken in 2004-2007, however much contamination still is present downstream of the site. RAC is very concerned about this and have installed signage to warn citizens. While not in the response, Chair Jackson indicated that the MOECC does not believe this signage is necessary.
- Three main contaminants exist in the aquifer off-site: NDMA, chlorobenzenes and ammonia. He is not aware of “new contaminants” that would make any difference in the remedial actions taken by Chemtura (i.e. pump and treat). While not in the response, Chair Jackson noted more needed to be done to meet the 2028 deadline (i.e. expand pump and treat). He also noted that he fears that there are very substantial amounts of NDMA and chlorobenzene locked up in the aquitard that will back diffuse into the aquifer and will keep concentrations above the Quality Water Standards for a long time to come.
- Sediment samples have been taken upstream of Chemtura in the past. That said, Chair Jackson was not sure the location of the samples in relation to the proposed splash pond.
- TAG informs and advises RAC. As 3 members of TAG, the Mayor and one councillor sit on RAC, there is in place the channel by which council is informed.
- Chair Jackson recommended that Ms. Johnson read the technical literature to understand what has been done and remains to do.

TAG noted that Bolender Park was a deposit for contaminants in the past and this information should be noted in the response to Ms. Johnson. Chemtura stated that there was a Municipal Landfill in Bolender Park. It was the Town Dump and was used mainly for household waste until closed and moved to Waterloo on Erb St in the mid-90's. It was suggested that TAG refer to the 1991 Environmental Audit for further information. TAG also felt that a more detailed response was needed for Ms. Johnson's question regarding Council notification.

TAG asked Chemtura if the 2028 deadline would be met. Chemtura responded that they can't guarantee it but it is their intention to meet it. Chemtura will receive significant updated information with the 5 year model check point analysis in mid-May which will give them a better understanding of meeting the deadline or not. Chemtura has made every effort over the last few years to get as much data as possible for modeling purposes. TAG felt a modelling discussion would be best deferred to the Qualified Persons meeting. TAG does ask in the TAG work plan if the model is correctly formulated and built.

TAG raised concern with the fact that the MOECC had a meeting with some of the downstream residents but did not inform TAG, RAC or the Township. When reviewing the terms of reference, it talks to a respectful and cooperative relationship. This action does not do so. In future, TAG should be notified of such meetings with an option to participate as should RAC and the Township.

TAG also raised concern with the lack of notice regarding documents sent to TAG for review prior to meetings. By not providing enough time for review, the MOECC is not being respectful of volunteers who are committed to this work.

TAG member action items:

- Linda Dickson will summarize emergency management for planning in an email to TAG members as well as provide the section of the planning statement.
- David Hofbauer will provide a summary of the 1995 D6 (MOE) study to TAG members.
- Pat McLean and Susan Bryant will attend the public meeting regarding Hawk Ridge as APT members next week and report back to TAG at the next meeting.
- Chair Jackson will revise his response to Ms. Johnson to reflect the TAG discussion.
- Chair Jackson will contact the MOECC and ask that any documents for review of TAG be sent at least 48 hours in advance of any TAG/RAC meetings.

A motion was put forth and approved regarding further risk assessment concerns. Refer to 2.3 2003 Site Specific Risk Assessment Discussion for the motion. A brief discussion took place as to the benefit of having Hatfield provide an independent risk assessment as indicated in the Briefing Note to the Federal Government. Hatfield is interested in doing this work and would be an independent assessment which is of value to the community.

Next Meeting – May 12, 2016, 6:30 p.m.

3.1 July and August 2016 Meetings

Lisa Schaefer will send out a Doodle Poll to determine the best dates to have meetings in the summer months. The final dates will be posted on the Township website.

Adjournment

MOVED by Dr. Sebastian Siebel-Achenbach

SECONDED by Bill Barr

THAT the April 14, 2016 TAG meeting be adjourned.

...CARRIED

Meeting Adjourned at 8:31 pm

Minutes by L. Schaefer

TOWNSHIP OF WOOLWICH**M E M O R A N D U M**

TO: Mayor Shantz and Members of Council

Date: May 17, 2016

FROM: Valrie Hummel, Director of Council
and Information Services

Re: **Council Mail Folder Items**

- AMCTO Municipal Minute: May 11, 2016
- AMO Watch File – May 12, 2016

**TOWNSHIP OF WOOLWICH
COMMITTEE OF THE WHOLE**

**Summary of Recommendations to Council
May 10, 2016**

The Committee of the Whole recommends the following to Council:

1. WHEREAS, in the Township of Woolwich, we are fortunate to have a variety of recreation and parks systems providing countless recreational opportunities for residents and visitors from around the world; and

WHEREAS, recreation enhances quality of life, balanced living and lifelong learning; helps people live happier and longer; develops skills and positive self image in children and youth; develops creativity; and builds healthy bodies and positive lifestyles; and

WHEREAS, recreational participation builds family unity and social capital; strengthens volunteer and community development; enhances social interaction; creates community pride and vitality; and promotes sensitivity and understanding to cultural diversity; and

WHEREAS, parks, open space and trails provide active and passive outdoor recreation opportunities, help maintain clean air and water; and promotes stewardship of the natural environment; and

WHEREAS, recreation, therapeutic recreation and leisure education are essential to the rehabilitation of individuals who have become ill or disabled, or disadvantaged, or who have demonstrated anti-social behavior; and

WHEREAS, the benefits provided by recreation programs, services and parks, and open space, reduce healthcare and social service costs; serve to boost the economy, economic renewal and sustainability; enhance property values; attract new business; increase tourism; and curb employee absenteeism; and

WHEREAS, all levels of government, the voluntary sector and private enterprise throughout the Province participate in the planning, development and operation of recreation and parks program, services and facilities;

NOW THEREFORE, be it resolved that Ontario does hereby proclaim that June, which witnesses the greening of Ontario and serves as a significant gateway to family activities, has been designated as Recreation and Parks Month, which will annually recognize and celebrate the benefits derived year round from quality public and private recreation and parks resources at the local, regional and provincial levels.

Therefore, the Council of the Township of Woolwich, in recognition of the benefits and values of Recreation and Parks, do hereby designate the month of June as Recreation and Parks Month.

2. WHEREAS *Seniors' Month* is an annual province-wide celebration;

WHEREAS seniors have contributed and continue to contribute immensely to the life and vibrancy of this community;

WHEREAS seniors continue to serve as leaders, mentors, volunteers and important and active members of this community;

WHEREAS their contributions past and present warrant appreciation and recognition and their stories deserve to be told;

WHEREAS the health and well-being of seniors is in the interest of all and further adds to the health and well-being of the community;

WHEREAS the knowledge and experience seniors pass on to us continues to benefit all;

I, Mayor Sandy Shantz, do hereby proclaim June 1-30, 2016 Seniors' Month in The Township of Woolwich and encourage all citizens to recognize and celebrate the accomplishments of our seniors.

3. THAT the Council of the Township of Woolwich supports the transfer of \$11,950 from the Downtown Elmira Business Improvement Area's accumulated surplus to their 2016 operating budget for the purpose of funding the proposed Downtown Elmira Shuttle Service.
4. THAT the Council of the Township of Woolwich, in accordance with Report E22-2016, approves the extension of municipal water and wastewater servicing from 1212 King Street North and 1140 King Street North in St. Jacobs as part of the Regional Municipality of Waterloo's reconstruction project, Contract T2016-111;

AND FURTHER THAT the Council of the Township of Woolwich allocates 11 units of reserve wastewater sewer capacity, equivalent to 35.75 people, for the 11 benefitting properties within the proposed wastewater service extension catchment area;

AND FURTHER THAT Council adopts a by-law in accordance with Section 326 of the Municipal Act to create a Special Service Levy for the benefitting properties within the limits of the area where it is proposed to extend municipal water and wastewater servicing, to cover the associated costs on a proportionate basis, once construction costs are fully determined.

5. THAT the Council of the Township of Woolwich Council in accordance with E32-2016, authorizes the Mayor and Clerk to sign the attached agreement with regard to the noise warning clause, required as a condition of Consent Application B7/2015 for 1553742 Ontario Limited (Elmira Farm Service/ Premier Farm Equipment), for the property located at 239 Church Street West, Elmira.
6. THAT the Council of the Township of Woolwich appoints Mayor Shantz as proxy at the annual meeting of shareholders for Waterloo North Hydro Holding Corporation on May 19, 2016;

AND FURTHER THAT the Council of the Township of Woolwich authorizes the Mayor and Clerk to sign the proxy resolution for the annual shareholders' meeting on May 19, 2016 attached as Appendix "A" to report F14-2016;

AND FURTHER THAT the Council of the Township of Woolwich adopts the By-law attached as Appendix "B" to report F14-2016 to appoint Chuck Martin as a Director of Waterloo North Hydro Holding Corporation until the next annual meeting of shareholders.

7. AND THAT the following items be received for information:
- Committee of Adjustment Circulation - May 16, 2016
 - Proposed Zoning Amendment - 2407 New Jerusalem Road (Lester and Catherine Weber)
 - Downtown Elmira BIA Meeting Minutes - April 6, 2016
 - Council Mail Folder Items

8. THAT the Council of the Township of Woolwich amends the 2016 Council Meeting Schedule to adjust start times for Council and Committee of the Whole meetings to 7:00 p.m. effective May 31, 2016.

9. THAT the Council of the Township of Woolwich, in accordance with Report E24-2016, awards Contract 2016-13 for the Sewer Lining (in Elmira and Breslau) to Insituform Technologies Limited at a total cost of \$620,184.88 after H.S.T. rebate;

AND FURTHER THAT Council approves funding the shortfall of the sewer lining budget for the installation of cured in place pipe liner for sewers and cellar drains from the Sewer Reserve Fund at a total cost of 120,184.88 after H.S.T. rebate;

AND FURTHER THAT the Mayor and Clerk of the Township of Woolwich be authorized to sign the tender documents.

10. THAT the Council of the Township of Woolwich approves the template Municipal Access Agreement ("MAA") in accordance with Report E31-2016, for the purpose of improving the management of access to install telecommunications infrastructure in the Township's road allowances for an initial term of ten years, with automatic renewal for two additional consecutive five year terms.

AND FURTHER THAT Council authorizes the Mayor and Clerk to sign a Municipal Access Agreement with Ascent Networks Inc., Continuum Online Services Ltd. O/A Netflash Internet Solutions and Packet-Tel Corp (PacketWorks)

11. THAT Council receives the 2016 Year to Date Report – Quarter 1 for information.

12. THAT the Council of the Township of Woolwich supports Councillor Merlihan's suggestion to establish a citizen panel, made up of appropriately qualified individuals, to assist in the review of recreation programs, concession services at the Woolwich Memorial Centre etc.

13. THAT the Council of the Township of Woolwich approves entering into an agreement with Fire Marque, the sole provider of "Indemnification Technology" to permit the recovery of Fire Department costs from insurance companies with respect to insured perils;

AND FURTHER THAT Council approves the necessary amendment to the Fees and Charges By-law to charge current MTO rates, plus personnel costs, plus any additional costs to the Township of Woolwich Fire Department.

14. THAT the Council of the Township of Woolwich supports the donation of \$2000 towards the Fort McMurray disaster relief through the Mennonite Disaster Service;

AND THAT the funds be transferred from the operating contingency reserve.

Township of Woolwich**Council and Information Services Department**

May 13, 2016

To: Mayor Shantz and Members of Council

From: Val Hummel, Director/Clerk, Council & Information Services Dept.

Re: Request for Direction – Noise By-law Exemption Fee for Recreation Associations that are Raising Money for Township Parks

File: P01/Noise By-law Exemptions

The Township's Senior Municipal Law Enforcement Officer has been delegated authority by Council to review and approve or deny requests for exemptions to the Noise By-law. Recently, the Bloomingdale Recreation Association submitted a request for a Noise By-law Exemption. The event is the 40th Annual Strawberry Social to be held at the Bloomingdale Community Centre on Wednesday, June 15th from 5:30 p.m. to 7:15 p.m.

The Township's Fees and Charges By-law requires a \$25 application fee for charitable or non-profit groups that request Noise By-law exemptions. In this case, the proceeds of the Strawberry Social are being used exclusively for development of the park. If the \$25 fee were to be charged the Township would, in essence, be charging itself since the proceeds are going towards recreation infrastructure.

Staff recommends that Council waive the Noise By-law Exemption Application fee for recreation associations when the event proceeds are to be used exclusively for the improvement of the municipality's recreation infrastructure. If Council supports the request, suggested wording for the motion is:

THAT the Council of the Township of Woolwich waives the Noise By-law Exemption charitable application fee of \$25.00 for Township of Woolwich Recreation Associations when the proceeds raised from the event are to be used exclusively for the improvement of municipal recreation infrastructure.



**TOWNSHIP OF WOOLWICH
ENGINEERING AND PLANNING SERVICES**

REPORT: E33-2016

MEETING DATE: May 17, 2016

TITLE: Awarding 2016 Gravel Tender

MEETING TIME: 6:00 p.m.

FILE ID: F-18-Tenders-Gravel

LOCATION: Council Chambers
24 Church Street West, Elmira

PREPARED BY: Barry Baldasaro

REVIEWED BY: Dan Kennaley

DATE REVIEWED BY MANAGEMENT TEAM: May 9, 2016

C.A.O.: _____ (signature not required if reviewed by SMT)

CONSENT ITEM

RECOMMENDATION

THAT the Council of the Township of Woolwich, in accordance with Report E33-2016, award the tender for placement of Granular “M” on various Township roads as per Tender No. 2016-11 to Joe Kerr Limited for the tendered cost of \$8.94/Tonne after HST rebate.

BACKGROUND INFORMATION

Each spring, the Township tenders for the supply and placement of new gravel on a portion of the Township’s gravel road network. Prior to 2013 the Township targeted 10% of the gravel road network annually. However, fluctuating fuel prices and access to acceptable gravel made it difficult to achieve the 10%. In an effort to address this shortfall and also reflect a recommendation to reduce the 10 year cycle in the 2009 Roads Needs Study, in 2013 additional funding was allocated to this budget. The Road Needs Study recommended a 3 year cycle. Staff chose to compromise and targeted a 7 year cycle, which was endorsed by Council. This year, staff are proposing to gravel the following roads: Jesse Place (11), Yatton Side Road (5), Cedar Springs Road (4), Upper Woolwich Place (4A), Seiling Road (7), Wittick Road (9), Noah Road (8) Sandy Hills Drive (3A) and Brohman Road (63). When choosing the roads for the annual program, Staff take into account geographical location to maximize efficiency for the contractors and thereby increase cost effectiveness.

COMMENTS

The Township requested gravel tender submissions with a closing date of April 21, 2016. A total of one tender package was received.

Staff reviewed the tender for accuracy and are recommending that Council accept the tender submitted by Joe Kerr Limited. Staff is confident they have the necessary equipment and material resources to meet our requirements for the supply and placement of this quantity of gravel and are capable of completing the tender by June 30, 2016 as specified.

The tender also requires that the successful bidder be able to produce documentation to ensure that their gravel source is licensed and approved by the Ministry of Natural Resources. Joe Kerr Limited has met both of these requirements.

The 2016 proposed program totals 19.2 kilometres or (16.1%) of the Township's gravel roads.

The unit price for gravel fluctuates based on material availability, pit locations and trucking costs. The following chart displays the length of roads graveled, the percentage of the total length and the prices before taxes over recent years. The Township has struggled for the last few years to find acceptable sources of Granular "A". The gravel has tended to be too clean, which makes it difficult to achieve adequate compaction even though it technically meets the specification. As a result starting in 2014 the Township has specified the supply of Granular "M" material, which is similar in makeup to Granular "A" but more specifically graded for unpaved roads. The Township of Wellesley has experienced similar problems and also specifies Granular "M" for their annual gravel program. Compaction is essential to a gravel road for many reasons, some of which are increased resistance to traffic and weather, minimizes dust, maintains proper profile to shed water and improves resistance to frost. The gravel price has dropped this year due to lower trucking costs.

Year	2010	2011	2012	2013	2014	2015	2016
Length	14.0	10.4	9.0	14.1	14.7	13.7	19.2
%	11.5	8.8	7.6	11.9	12.4	11.6	16.1
Price / T	\$8.29	\$8.98	\$10.25	\$8.74	\$9.05	\$9.95	\$8.79

The Township specification is for Granular "M" gravel, graded according to MTO specifications. Samples will be taken from the stockpile prior to the start of the contract, and from the road if onsite staff detects any irregularities in the granular. Staff will monitor the material delivered and retest if necessary, to ensure the material gradation conforms to the specification.

STRATEGIC PLAN

The annual Gravel Placement program supports the Township of Woolwich's strategic direction to "*Manage and maintain all municipal infrastructure with an emphasis on continuous improvement and greater efficiencies*", with a goal to "*Optimize the use of Municipal Infrastructure*". In addition the annual Gravel Placement program supports the strategic direction to "*Ensure a municipal wide infrastructure maintenance program that is needs-based*".

CONCLUSION

Staff is recommending Joe Kerr Limited as they have submitted the lowest tender bid and have performed satisfactorily in previous contracts throughout the Region.

FINANCIAL IMPLICATIONS**Budget** **\$175,499.00****Tender based on an estimated quantity**

Material Unit Cost	\$5.29/tonne
Trucking Unit Cost	\$3.50/tonne
Total Unit Cost	\$8.79/tonne
19,471 tonnes x \$8.79/tonne	\$171,150.09
Plus H.S.T.	\$22,249.51
Sub total	\$193,399.60
Less H.S.T. rebate	\$19,237.27
Total	\$174,162.33

\$174,162.33**Other Known Costs**

Material Testing	\$500.00
Total	\$500.00

\$500.00**Grand Total** **\$174,662.33****Budget surplus** **\$836.67**

Other Township costs to supervise placement and to grade the supplied granular are covered by separate budget line items. The figure of \$8.79/Tonne must be adjusted by adding taxes and then rebating H.S.T. The resulting figure is \$8.94/Tonne.

OTHER DEPARTMENT IMPLICATIONS

N/A

LIST OF ATTACHMENTS

- Appendix A - Tender Report
- Appendix B - Tender Summary – 2016-11
- Appendix C - List of Roads to be gravelled
- Appendix D - Map showing Roads to be gravelled

APPENDIX A
TENDER REPORT APPENDIX

Project Name: Gravel Tender

Type of Tender: Project Maintenance Annual

Date of Tender Issue: April 7, 2016

List of Firms Attached, if mailed: N/A

Tenders Closed On: April 21, 2016

No. of Tenders Received: 1

Supply, Haul and Apply 17,408 Tonnes of Granular "M"

Name of Firm	Material Price (Per tonne)	Trucking Price (Per tonne)	Net Cost (Per Tonne)
Joe Kerr Limited	\$5.29	\$3.50	\$8.79

Budget Provision for Project: \$175,499.00

Source of Funding: Loose Top Maintenance Budget

Treasurer

Director of Engineering & Planning

APPENDIX B



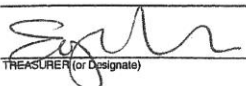
TOWNSHIP OF WOOLWICH
 RECORD OF TENDER SUMMARY

TENDER: 2016-11 Supply, Delivery & Application of Granular M Gravel


DUE: Thurs April 21 1:00 PM

NAME OF COMPANY	DATE AND TIME RECEIVED	TENDER PRICE *	RECEIVED [Y / N]			COMMENTS
			CERTIFIED CHEQUE	BID BOND	AGREEMENT TO BOND	
Joe Kerr Ltd.	4/21/16 12:08	\$ 172,908.44	Y		Y	\$ 18,000.00

GENERAL COMMENTS:



 TREASURER (or Designate)



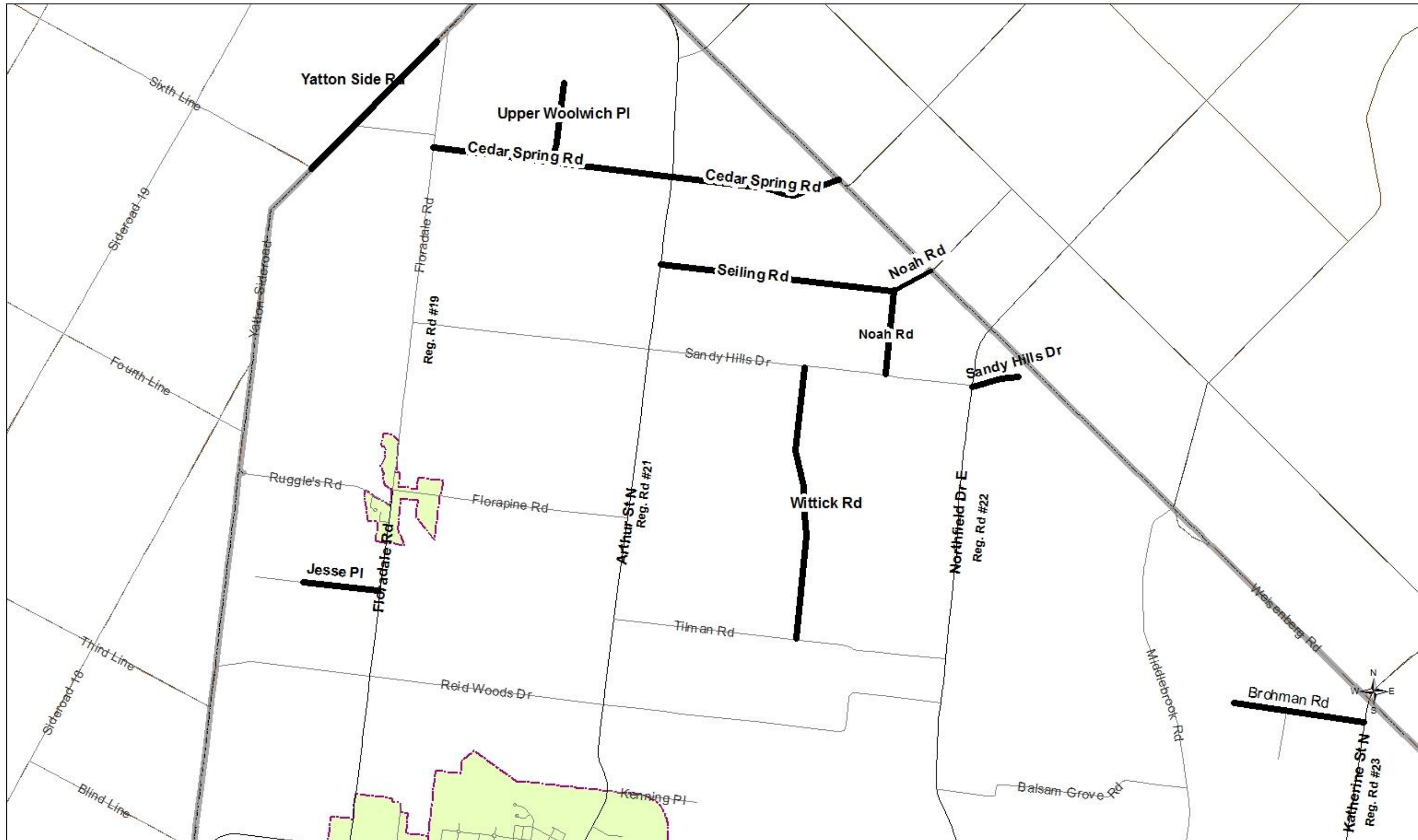
 DEPT. HEAD (or Designate)

DATE RELEASED TO DEPARTMENT _____
 *Includes Applicable Taxes

APPENDIX C**TOWNSHIP OF WOOLWICH
2016 GRAVEL RESURFACING PROGRAM**

Road Name (#)	From/To	Length (m)	Width (m)
Jesse Place (Rd. #11)	Reg. Rd. #19 to End	1,250	5.1
Yatton Side Road (Rd. #5)	Side Rd. #6 to Asphalt	1,800	6.7
Cedar Spring Road (Rd. #4)	Rd. #6 to Reg. Rd. #21	2,400	6.4
Cedar Spring Road (Rd. #4)	Reg. Rd. #21 to Boundary	1,800	6.4
Upper Woolwich Place (Rd. #4A)	Rd. #4 to End	800	5.0
Seiling Road (Rd. #7)	Reg. Rd. #21 to Rd. #8	2,400	7.0
Wittick Road (Rd. #9)	Rd. #10 to Rd. #3	2,750	7.0
Noah Road (Rd.#8)	Rd. #3 to Rd. #7	3,700	6.8
Noah Road (Rd.#8)	Rd. #7 to Boundary	427	6.8
Sandy Hills Drive (Rd. #3A)	Reg. Rd. #22 to End	500	5.0
Brohman Road (Rd. #63)	Reg. Rd. #23 to End	1,350	5.7
	Totals	19,177	

Appendix D 2016 Gravel Resurfacing Program





TOWNSHIP OF WOOLWICH
ENGINEERING AND PLANNING SERVICES

REPORT: E37-2016

MEETING DATE: May 17, 2016

TITLE: Bridge Street West Maintenance Paving

MEETING TIME: 6:00 pm

FILE ID: T04 P16E

LOCATION: Council Chambers, 24 Church Street West, Elmira

PREPARED BY: Richard Sigurdson

REVIEWED BY: Dan Kennaley

DATE REVIEWED BY MANAGEMENT TEAM: May 9, 2016

C.A.O.: _____ (signature not required if reviewed by SMT)

CONSENT ITEM

RECOMMENDATION

THAT the Council of the Township of Woolwich, in accordance with Report E37-2016, cost share 50/50 with the City of Waterloo to maintenance pave the boundary road, Bridge Street West between King Street North and McMurray Road, with an anticipated Township of Woolwich cost of \$45,000.

BACKGROUND AND COMMENTS

Bridge Street West is a boundary roadway with the City of Waterloo. The City of Waterloo, however, completes maintenance on behalf of both Municipalities and invoices the Township 50% for that work. Before more major work occurs such as maintenance paving, both Municipalities must confirm that sufficient budget is available to complete such work.

A portion of a joint Environmental Assessment (Region of Waterloo, City of Waterloo, and Township of Woolwich) is set to commence in 2016 to determine if alignment changes are required to the roadway. The City of Waterloo is the project lead for the Environmental Assessment. Currently the City of Waterloo is drafting the terms of reference to hire a Consultant for this project. It will be several years before changes, if any, to Bridge Street West will be implemented. This section of roadway receives over 5,000 vehicles per day, which is relatively high for a Township of Woolwich roadway. A map of Bridge Street West between King Street North and McMurray Road is attached to this report as Appendix "A".

The City of Waterloo approached Township of Woolwich Staff in early April 2016 indicating that the roadway requires maintenance paving now to prolong the life span until a future reconstruction occurs.

Staff have reviewed this section of roadway and agree on the treatment being recommended by the City of Waterloo, which is asphalt removal, 60mm of base asphalt, and resurfacing the shoulders. The Township has a similar program to reduce ongoing maintenance of a roadway when it is more cost effective to remove the existing asphalt and place a single lift of asphalt over the roadway as an interim solution until such time as the roadway can be reconstructed, as opposed to placing cold patch material and/or isolated hot mix repairs on an ongoing basis. The City of Waterloo's Contractor is ready to commence construction as early as late May 2016 or early June 2016.

Staff propose to fund the \$45,000 Township portion of the \$90,000 project, through \$23,031 remaining from Report E16-2016 – 2016 Paving Tender Award (after Maryhill Road was removed and Canary Court was added) and \$21,969 through anticipated savings in the context of the Crowsfoot Road (St. Charles Street West and Ariss Valley Road) boundary road paving cost share with Guelph Eramosa Township. The capital budget allocation for Crowsfoot Road is \$145,000 and Township Staff have confirmed with Guelph Eramosa Township Staff that the anticipated savings on this project will exceed the required \$21,969 due to lower asphalt unit costs experienced by Municipalities in 2016, although Guelph Eramosa has still not tendered this project. Should the expected savings for the Crowsfoot Road paving project not fully materialize, Staff recommend to fund any outstanding balance from the Hardtop Repairs Operating Budget.

It is noted that the City of Waterloo and the Township of Woolwich have successfully partnered on two other paving projects within the past 5 years. Benjamin Road between Weber Street and Westmount Road in 2012 as well as Bisch Street in 2015.

STRATEGIC PLAN

The proposed maintenance paving is supported by the Township's strategic direction to "Ensure a municipal wide infrastructure maintenance program that is needs-based", with a goal to "Optimize the Use of Municipal Infrastructure".

CONCLUSION

Staff recommends that the Township of Woolwich cost share 50/50 with the City of Waterloo to maintenance pave boundary road Bridge Street West between King Street North and McMurray Road with an anticipated Township of Woolwich cost of \$45,000.

FINANCIAL IMPLICATIONS

Budget

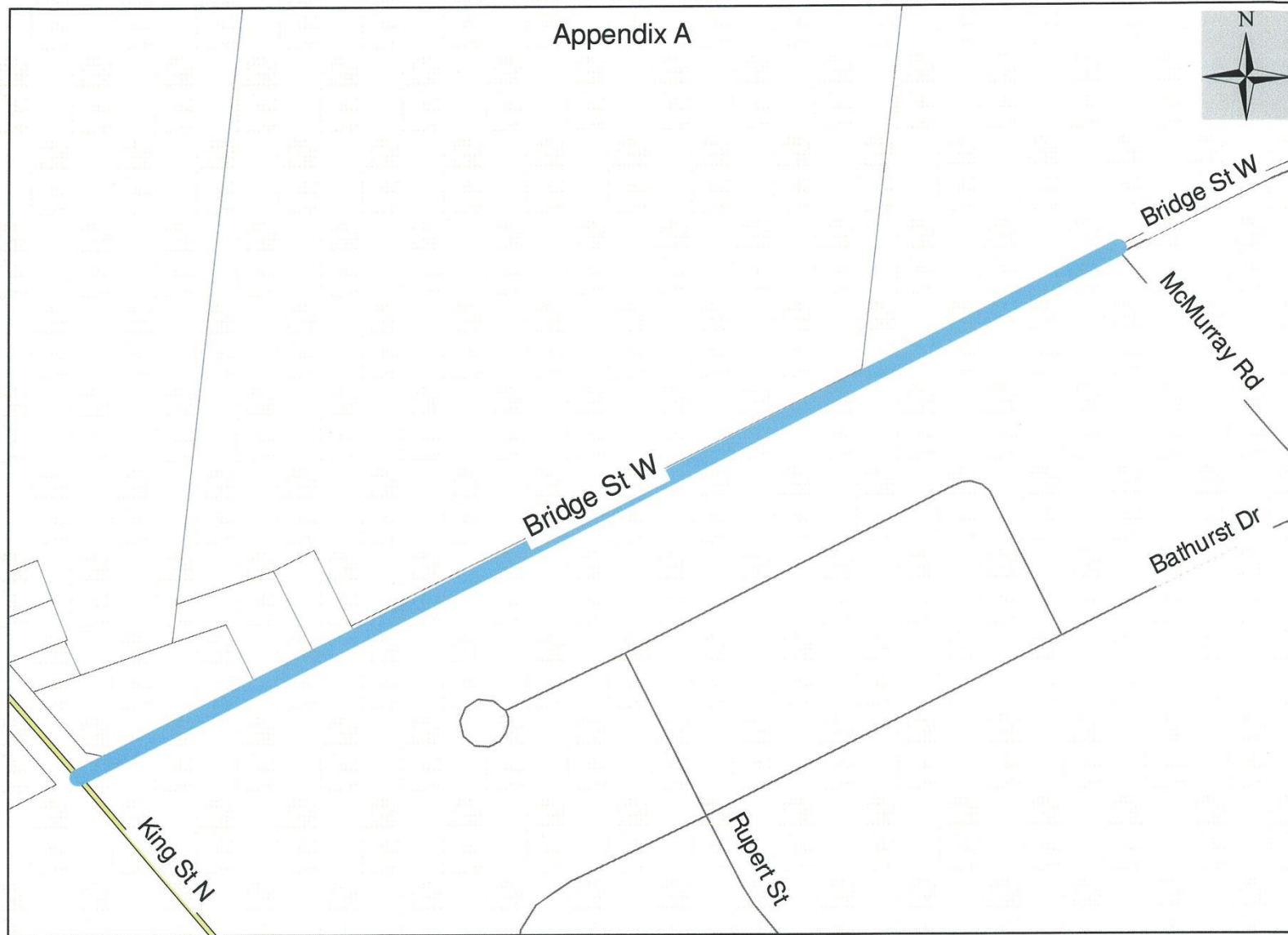
Hot Mix Resurfacing Capital Budget Surplus	\$23,031.00
Crowsfoot Road Anticipated Capital Budget Surplus	<u>\$21,969.00</u>
Total	\$45,000.00

OTHER DEPARTMENT IMPLICATIONS

None

LIST OF ATTACHMENTS

Appendix A – Project Location Map





**TOWNSHIP OF WOOLWICH
ENGINEERING AND PLANNING SERVICES**

REPORT: E40-2016

MEETING DATE: May 17, 2016

TITLE: Awarding 2016 Calcium Tender

MEETING TIME: 6:00 p.m.

FILE ID: F-18-Tenders-Calcium

LOCATION: Council Chambers
24 Church Street West, Elmira

PREPARED BY: Barry Baldasaro

REVIEWED BY: Dan Kennaley

DATE REVIEWED BY MANAGEMENT TEAM: May 9, 2016

C.A.O.: _____ (signature not required if reviewed by SMT)

CONSENT ITEM

RECOMMENDATION

THAT the Council of the Township of Woolwich, in accordance with Report E40-2016, award the contract for supplying and applying a 20% Calcium Brine Solution dust suppressant on the Township's gravel roads to Pollard Highway Products Inc. at a cost of \$0.084 per litre after H.S.T. rebate as part of a joint tendering process with the Townships of Wellesley, Wilmot and North Dumfries.

BACKGROUND INFORMATION

The Township of Woolwich currently maintains 119 kilometres of gravel roads. Dust from untreated gravel roads can be a significant source of fine particulate matter in the atmosphere and can cause numerous environmental and socio-economic problems.

Dust Suppressants are commonly used for the following reasons:

Safety: loss of visibility on untreated roads can result in accidents;

Health: breathing the fine dust particles can lead to health issues;

Vegetation: dust coatings on roadside vegetation and crops can negatively impact heat absorption and transpiration;

Aquatic Life: large amounts of dust falling in creeks and streams will negatively impact **fish** and aquatic plants;

Aesthetics: dust can have a negative visual impact on nearby residents;

Road Maintenance Costs: treated roads have lower maintenance costs due to reduced erosion and aggregate loss resulting in reduced grading time.

The previous dust suppressant contract with Pollard Highway Products expired at the end of 2015. Similar to the last contract, in an effort to realize savings typically seen by larger purchasing groups, the four Townships jointly tendered for the supply and delivery of dust suppressant with the Township of Wellesley taking the lead this time with regards to administration of the tendering process. The tender was structured similar to previous ones to include the three competing products currently available for dust suppression and road stabilization, which includes 35% Liquid Calcium Solution, 20% Calcium Brine Solution and 30% Magnesium Chloride Solution. The four Townships have been using the 20% Calcium Brine Solution since 2005 and prior to that they had been using the 35% Liquid Calcium Solution. One of the primary differences between the products is that the 35% Calcium Chloride Solution and the 30% Magnesium Chloride Solution are single pass applications while the Calcium Brine Solution is a double pass application. Notwithstanding the double pass application, the Calcium Brine Solution is still the less expensive dust suppressant.

COMMENTS

There were two tenders submitted for this year's contract. One bid was submitted for 20% Calcium Brine Solution and one bid for 35% Calcium Chloride. The term for this contract is two years with two possible one year extensions upon agreement by all parties. The tender also indicated that the four Townships would jointly agree on one supplier and one product.

The low bid on the tender was Pollard Highway Products Inc. who has tendered to supply a 20% Calcium Brine Solution. The four Townships have been satisfied with the performance of the 20% Calcium Brine Solution as a binding and dust suppressant agent. The double application has resulted in better penetration of the gravel and the higher water content of the Calcium Brine Solutions has effectively reduced, and in some cases eliminated, the need to haul and place additional water on the roads in order to ensure a satisfactory performance from the product. When the Townships were using the 35% Calcium Solution, it was necessary to haul and place water on the roads continuously during the grading operation prior to the calcium application. This was particularly the case during dry springs and summers.

The Brine solution does have a sodium chloride component, but to date Staff have not observed any environmental impacts due to runoff. Based on the program results achieved over the last ten years, Staff are satisfied that the 20% Calcium Brine Solution continues to perform equally or better than the 35% calcium chloride solution we had been using prior to that.

Pollard Highway Products Inc. are familiar with the process of applying dust suppressant on Township of Woolwich roads and can be relied upon to have the machinery and expertise to successfully complete our dust-laying program.

STRATEGIC PLAN

The annual Calcium program for dust suppression and road stabilization supports the Township of Woolwich's strategic direction to *"Manage and maintain all municipal infrastructure with an emphasis on continuous improvement and greater efficiencies"*, with a goal to *"Optimize the use of Municipal Infrastructure"*. In addition the annual Calcium program supports the strategic direction to *"Ensure a municipal wide infrastructure maintenance program that is needs-based"*.

CONCLUSION

Staff recommend the award of the contract for supplying and applying a 20% Calcium Brine Solution for dust suppression and road stabilization on the Township's gravel roads to Pollard Highway Products Inc. at a cost of \$0.084/litre after HST rebate.

FINANCIAL IMPLICATIONS

Budget **\$165,000.00**

Tender based on an estimated quantity

1,900,000 litres x \$0.083	\$157,700.00
Plus H.S.T.	\$20,501.00
Sub total	\$862,973.84
Less H.S.T. rebate	\$17,725.48
Total	\$160,475.52

\$160,475.52

Other Known Costs

Sampling and Testing	\$750.00
Total	\$750.00

\$750.00

Grand Total **\$161,225.52**

Budget surplus **\$3,774.48**

Staff note that the total cost of the contract depends on the actual quantity required, which is dependant on weather conditions, traffic volumes and new gravel quantities. The table below outlines the Litres required on the gravel roads over the past five years:

Year	2011	2012	2013	2014	2015
Litres	1,930,472	1,946,875	2,005,688	1,778,025	1,908,899

The cost for Township labour and equipment used to coordinate and supervise spreading of calcium on gravel roads is budgeted under separate line items in the loose top maintenance operating budget.

OTHER DEPARTMENT IMPLICATIONS

None

LIST OF ATTACHMENTS

Appendix A – Tender Results from Wellesley 2016-01

May 17, 2016

APPENDIX A



PEOPLE | ENGINEERING | ENVIRONMENTS

February 16, 2016
Our File: 311022

Township of Wellesley
4639 Lobsinger Line, RR. 1
St. Clements, ON N0B 2M0

Attention: Mr. Kevin Beggs, CRS
Director of Public Works

Re: 2016 Dust Suppression Contract
2016-01 Tender Results

Kevin:

This letter is to confirm the results of the tender opening held on Friday, February 12, 2016 for the 2016 Dust Suppression Contract.

The tender period officially closed at 1:30pm, and bids were opened publicly at the Township's office at approximately 1:35pm. Pollard Highway Products Ltd. was present for the opening. Tenders were opened by you and witnessed by Grace Kosch (*Clerk*), Charlie Koebel (*Senior Lead Hand*), Darryl Green (*Lead Hand*), and Zoltan Tako of GM BluePlan Engineering Limited. In all, 2 sealed bids were received, which are summarized below, from lowest bid to highest.

	Bidder	Sub-Total	HST	Total Price
1.	Pollard Highway Products Ltd. PO Box 280 Harrow, ON N0R 1G0 Tel. (519) 738-2213	\$296,725.00	\$38,574.25	\$335,299.25
2.	Da-Lee Dust Control 350 Jones Road Stoney Creek, ON L8E 5N2 Tel. (905) 643-1135	\$373,587.50	\$48,566.38	\$422,153.88

Both tenders have been checked for errors. Both were signed and sealed, bona fide offers, accompanied with appropriate cheques in the amount of \$30,000.

The low tenderer, Pollard Highway Products Ltd., is familiar to Township staff and their price of \$335,299.25 (*including HST*) is reasonable, as per our conversation after the tender opening. No abnormalities were found in their tender.

We therefore recommend that the contract for this work be awarded to the low bidder, Pollard Highway Products Ltd.

May 17, 2016



PAGE 2 OF 2
OUR FILE:115128

We trust you will find the above to be in order. Upon Council's approval, if you would like GM BluePlan to prepare the executable contracts for signing, please let us know. Please do not hesitate to contact us should you have any comments or questions regarding the above.

Regards,

GM BLUEPLAN ENGINEERING LIMITED

Per:

A handwritten signature in black ink that reads 'Zoltan Tako'. The signature is written in a cursive, flowing style.

Zoltan L. Tako, C.E.T.

ZT/

COUNCIL'S OUTSTANDING ACTIVITY LIST
As of May 13, 2016

Discussion Date	Title/Action Required	Assigned To	Projected Date of Completion	Updates/Notes
O – December 8, 2015	Breslau Settlement Rationalization Process - Public Meeting	EPS	Second Quarter	EPS staff will report back to Council on next steps.
O – October 20, 2015 R - February 8, 2016	GRT Working Group	CAO	Elmira/St. Jacobs meeting did occur Thurs. Mar. 24, 2016 Breslau meeting Mon. Apr. 4, 2016	The working group had its first meeting. Elmira/St. Jacobs meeting Thurs. Mar. 24, 2016 at Township office 12:30-2:30. Breslau meeting Mon. Apr. 4, 2016 at airport 12:30-2:30.
O - January 12, 2016	Glasgow Street	EPS	Third Quarter	Completion of the E.A. and a report to Council is required.
O - January 12, 2016	Adam Street (St. Jacobs) Surplus Land designation	EPS	Fourth Quarter	First step is to investigate whether there is potential to declare the land surplus. Second step is to go through the process of actually declaring the land surplus.
O - January 12, 2016	Lockhart Pit Expansion (Pit Fence)	EPS	Second Quarter	Next step is to meet with the land owner regarding the location of a required fence and then report to Council.
O - January 12, 2016	Sidewalk Policy	EPS	Fourth Quarter	Further report to Council required.
O – January 18, 2016	'No Net Loss' Parkland Policy	CAO	Second Quarter	
O – January 18, 2016	Benjamin Road Pedestrian Crossing Update	EPS	Third Quarter	The next step is to meet with the Region in the first quarter. An update will come forward in the third quarter.
O – January 18, 2016	Park Manor School Community Safety Zone	CIS/EPS	Spring 2016	On-going, coming forward in May.
O - January 28, 2016	Cost Analysis - resurfacing of	EPS		

O – Original Date
R – Review

CAO – Chief Administrative Officer
CIS – Council and Information Services
Fin – Finance

EPS – Engineering and Planning Services
RFS – Recreation and Facilities Services
Fire – Fire Services

COUNCIL'S OUTSTANDING ACTIVITY LIST
As of May 13, 2016

Discussion Date	Title/Action Required	Assigned To	Projected Date of Completion	Updates/Notes
	Snyder's Flats Road and Bloomingdale community centre parking lot			
O – March 29, 2016	Tar and Chip vs Paving		Second Quarter 2016	Staff will report to Council on the cost of tar and chip vs paving when they bring back to the tar and chip tender
O – May 10, 2016	Driveway Repairs in Maryhill	EPS		

O – Original Date
R – Review

CAO – Chief Administrative Officer
CIS – Council and Information Services
Fin – Finance

EPS – Engineering and Planning Services
RFS – Recreation and Facilities Services
Fire – Fire Services

TOWNSHIP OF WOOLWICH**BY-LAW NUMBER XX-2016****BEING A BY-LAW TO PROVIDE FOR THE APPOINTMENT
OF A DIRECTOR TO WATERLOO NORTH HYDRO HOLDING CORPORATION
FOR THE TOWNSHIP OF WOOLWICH**

WHEREAS the Council of the Corporation of the Township of Woolwich wishes to appoint a Director under Article V of the Shareholders' Agreement (May 1, 2000).

THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF WOOLWICH ENACTS AS FOLLOWS:

1. THAT D. Charles Martin be appointed as a Director to Waterloo North Hydro Holding Corporation Board.
2. That the term of this appointment will end upon the nomination of a new slate of Directors at the annual general meeting of shareholders for the year ended December 31, 2016.

PASSED this 17th day of May, 2016.

Mayor

Clerk

THE TOWNSHIP OF WOOLWICH

BY-LAW NUMBER **-2016

**A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO
EXECUTE A MUNICIPAL ACCESS AGREEMENT
(ASCENT NETOWRKS INC., CONTINUUM ONLINE SERVICES LTD.,
O/A NETFLASH INTERNET SOLUTIONS AND PACKET-TEL
CORP (PACKETWORKS))**

WHEREAS the Council of the Corporation of the Township of Woolwich wishes to enter into an agreement with Continuum Online Services Ltd. O/A Netflash Internet Solutions and Packet-Tel Corp (PacketWorks) in regards to a Municipal Access Agreement;

NOW THEREFORE THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF WOOLWICH ENACTS AS FOLLOWS:

1. That the Township of Woolwich enter into an agreement with Continuum Online Services Ltd. O/A Netflash Internet Solutions and Packet-Tel Corp (PacketWorks) in the form attached hereto as Appendix "A".
2. That the Mayor and Clerk are authorized to execute the above-mentioned agreement and affix the corporate seal of the Township of Woolwich.

PASSED this 17th day of May, 2016.

.....
Mayor

.....
Clerk

Appendix A

MUNICIPAL ACCESS AGREEMENT ACCESS TO MUNICIPAL RIGHTS-OF-WAY

This Agreement made the –day-th day of –month-, -year-.

B E T W E E N:

THE CORPORATION OF THE TOWNSHIP OF WOOLWICH

(the “**Township**”)

- and -

Applicants Name

(the “**Company**”)

WHEREAS the Company is a Canadian carrier as defined in section 2 of the *Telecommunications Act*, S.C. 1993, c.38, as amended or is a distribution undertaking as defined in subsection 2(1) of the *Broadcasting Act*, S.C. 1991, c.11, as amended (collectively “**Canadian carrier**”);

AND WHEREAS, in order to operate as a Canadian carrier, the Company requires access to, in, on, over, under, across or along the Township’s Rights-of-Way to do Work;

AND WHEREAS, pursuant to section 43 of the *Telecommunications Act*, S.C. 1993, c.38, the Company requires the Township’s consent to construct its Plant in, on, over, under, across or along the Township’s Rights-of-Way;

AND WHEREAS the Township is willing to permit the use of its Rights-of-Way where, in its judgement, such use will not interfere with its own service requirements and the public use of the Rights-of-Way including the consideration of the functionality and safety and any rights or privileges previously conferred or hereafter conferred by the Township by contract or otherwise on others not parties to this Agreement to use any of the Rights-of-Way;

AND WHEREAS the Township and the Company have agreed that it would be mutually beneficial to outline the terms and conditions pursuant to which said consent shall be obtained;

NOW THEREFORE in consideration of the mutual terms, conditions and covenants herein contained, the Township and the Company each agree with each other as follows:

DEFINITIONS

1. In this Agreement, the following words and phrases shall have the following meanings:

- (a) “**Affiliate**” means affiliate as defined in the *Canada Business Corporations Act* and, in the case of the Company, includes any partnership or other unincorporated association in which the Company or any of its affiliated bodies corporate (as so defined) has a controlling interest;
- (b) “**Agreement**” means this Municipal Access Agreement complete with Schedule “A” attached hereto;
- (c) “**Director**” means the Township’s Director of Engineering and Planning Services or designated successor, or the person designated by him or her;
- (d) “**Emergency**” means an unforeseen situation where immediate Work is necessary because of imminent danger to life, health or property including, but not limited to, unscheduled interruption of the Company’s service;
- (e) “**Hazardous Substance**” means any hazardous substance and includes, but is not limited to, electromagnetic or other radiation, petroleum products or bi-products, industrial wastes, contaminants, pollutants, dangerous substances, and toxic substances, as defined in or pursuant to any applicable law, ordinance, rule, regulation, bylaw or code, whether federal, provincial or municipal;
- (f) “**Township Consent**” means the written consent of the Director, with or without conditions, for access to and use of the Township’s Rights-of-Way, subject to the obtaining of a Work Permit as applicable;
- (g) “**Plant**” means any of the Company’s wires, fibre optic cables, ducts, manholes, handwells, poles, anchors, cables, pipes, conduits, pedestals, antennas, vaults, support structures or other related facilities or structures as are located or planned, as may be identified on a permit application submitted to the Township, to be located in the Right-of-Way;
- (h) “**Prime Rate**” means the prime lending rate of the Township’s principal financial institution carrying on business in the Township;
- (i) “**Right-of-Way**” or “**Rights-of-Way**” means, but is not limited to, a road, a common and public highway, street, avenue, parkway, driveway, square, place, bridge, viaduct or trestle, any part of which is intended for or used by the general public for the passage of Vehicles and includes the area between the lateral property lines thereof, under the jurisdiction of the Township;
- (j) “**Service Drop**” means a section of Plant that by its design, capacity and relationship to the overall Plant of the Company, can be reasonably considered to be for the sole purpose of connecting the Plant to not more than a single customer or building point but shall not include Plant designed so as to carry multiple customer traffic.
- (k) “**Subsurface Utility Engineering**” means the generic process of locating underground facilities using locating techniques at varying levels of accuracy;

- (l) **“Third Party”** means any individual, corporation, partnership, association, joint venture or organization of any kind and the lawful trustee, successor, assignee, transferee or personal representative thereof that attaches to the Company’s Plant under an agreement with the Company but does not include direct users of the Company’s services;
- (m) **“Vehicle”** includes, but is not limited to, a motor vehicle, trailer, traction engine, farm tractor, road building machine, bicycle, and any vehicle drawn, propelled or driven by any kind of power including muscular power;
- (n) **“Work”** means, but is not limited to, any activities related to the Company’s installation, construction, maintenance, testing, operation, repair, replacement, relocation, removal, adjustment or other alteration of Plant in, on, over, along, under, above or across any Right-of-Way or poles in the Right-of-Way owned by the Township (but specifically excluding Plant installed on poles in the Right-of-Way which are the property of utilities or other service providers unless a Township Consent is applied for and obtained for Plant installed on such poles), including excavation, repair or restoration of the Right-of-Way; and
- (o) **“Work Permit”** means a permit issued by the Township under its applicable policies or by-laws for the purpose of authorizing the commencement and undertaking of any Work in a Right-of-Way.

USE OF RIGHTS-OF-WAY

2. The Township hereby consents to the Company utilizing Rights-of-Way for the purpose of the Company completing its Work subject to the terms and conditions set out in this Agreement, the applicable Township Consent and/or Work Permit and in accordance with all applicable federal, provincial and local municipal and Township statutes, laws and by-laws or other rules, regulations, policies, standards and guidelines pertaining to the application and use of the Right-of-Way or the Plant provided that the laws, by-laws, rules, regulations, policies, standards and guidelines of the Township are not in conflict with applicable federal statutes or regulations.
3. The Company shall not utilize any Rights-of-Way in whole or in part for any purpose other than that permitted under this Agreement, unless otherwise agreed to by the Township and the Company. Upon the written request of the Township, the Company shall forthwith remove any Plant installed without Township Consent or such other permission as granted by the Township and repair and restore the Right(s)-of-Way in accordance with the requirements and obligations of subsection 8(c) and compensate the Township for any reasonable and verifiable costs incurred by the Township with respect to the installation and removal of the subject Plant.

APPROVAL OF DIRECTOR

4. Subject to Section 5, the Company shall not enter, excavate, break up or otherwise break the surface of any Right-of-Way for the purpose of its Work without first:
 - (a) Obtaining the Township Consent of the Director and/or Work Permit as are required for the specific Work activity, identifying the proposed location of the Plant and proposed number of installations of Plant in, on, over, under, across or along any such Right-of-Way, and paying the appropriate fee, all as detailed in Schedule "A";
 - (b) Providing detailed construction design drawings to the Director's satisfaction when such are required by the Director due to the nature of the Work setting out the proposed location of the Plant within the relevant Rights-of-Way; and
 - (c) Obtaining all applicable permits from other regulatory agencies.
5. In the event of an Emergency, the Company shall be permitted to carry out such Work as is reasonably necessary, minimizing impact to the extent possible in the circumstances and, subject to Section 2 of the Telecommunications Act, complying with any applicable Township policies or by-laws to the fullest practical extent possible, to restore its service prior to satisfying subsection 4(a). The Company shall take all steps necessary to provide verbal notice to the Township within one (1) business day and within five (5) business days of completing its Work to restore its service in response to such Emergency the Company shall satisfy subsection 4(a) and if such Emergency situation was caused by the Company, the Company shall provide details of the cause of the Emergency and the actions taken to resolve such Emergency.
6. The Company acknowledges and agrees that the Township may refuse to grant Township Consent with regard to any proposed application for any reason the Township deems critical in nature, public health and safety, conflicts with the Township's infrastructure, lack of space in the Right-of-Way, proposed road reconstruction or the proper functioning of public services identified by the Director. The Township's Consent may also restrict the Company's proposed infrastructure to only the horizontal alignment where existing telecommunications infrastructure currently is located.
7. Notwithstanding Section 4, the Company may carry out routine maintenance, field testing, pulling cables through existing ducts, lashing additional cables to the Company's existing aerial strands and placing Service Drops, without the Township Consent of the Township but with the applicable Road Work Permit. Alternatively, the Company may elect to conduct such activity under a Blanket Work Permit provided the Company has elected to do so in writing and pays the appropriate Fee which may be stipulated by the Township. Nevertheless, in no case as part of completing any of these specific Work activities shall the Company carry out any physical disruption or change to the surface of a Right-of-Way or the use of the Right-of-Way. The Company agrees to work with the Township to create an efficient method of notifying the Township of its scheduled maintenance Work activities outlined in this Section 7 in advance of commencing them.

MANNER OF WORK

8. The Company agrees that it shall perform its Work in accordance with the following conditions:

- (a) All Work shall be conducted and completed to the satisfaction of the Director, at the Director's sole discretion and in accordance with applicable industry standards, this Agreement and, subject to Section 2 of the Telecommunications Act, all applicable Federal, Provincial and Municipal statutes, laws and by-laws or other rules and regulations, policies, standards and guidelines as amended from time to time;
- (b) The portions of the Plant which cross beneath streets, or existing buried utility plant shall be installed in a manner satisfactory to the Director;
- (c) If the Company breaks or disturbs the surface of a Right-of-Way, it shall repair, temporary restore and pay an applicable fee to the Township with respect to the permanent restoration of the surface in the Right-of-Way to substantially the same or better condition it was in before such Work was undertaken by the Company in accordance with, subject to Section 2, without limitation, the Township's policies, standards and by-laws, as amended from time to time, and to the satisfaction of the Director. If the Company fails to repair and restore a Right-of-Way to the satisfaction of the Director within seventy-two (72) hours of being notified in writing by the Township, or such longer period as agreed to by the parties, the Township may, in addition to any remedy available under applicable by-laws, effect such necessary repairs and restoration and charge all costs related thereto plus an overhead equal to fifteen percent (15%) to the Company. In default of payment thereof, the amount of such cost with interest equal to the Prime Rate shall be due and payable by the Company. Both parties recognize that, weather permitting, final repair and restoration of the Right-of-Way should be completed as soon as practical notwithstanding the fact that in such instances the Company will have completed a temporary repair or restoration to the Right-of-Way. No road cutting of any kind will be permitted without written permission from the Township. If road cutting has been approved fees shall be paid in accordance with the pavement degradation schedule of fees, at the time the Municipal Consent is made, and adjusted based on area of pavement actually cut during trenching.

Pavement Degradation Schedule of Fees

Pavement Age	Fee per m2 of Pavement Cut
5 to 10 years	\$75.00
10 or more years	\$40.00

- (d) Notwithstanding subsection 8(c), in the event of an Emergency, the Township may take appropriate measures determined necessary, by the

Director, acting reasonably, to re-establish a safe environment at the Work site. Where any costs incurred by the Township in re-establishing a safe environment are attributable to the Work of the Company or are a result of the presence of the Company's Plant, these costs plus an overhead equal to fifteen percent (15%) shall be charged back to the Company. In default of payment thereof, the amount of such cost with interest equal to the Prime Rate shall be due and payable by the Company.

- (e) If the Township requires the Work to be stopped, under the terms of an applicable Work Permit, the Company shall cease all such Work forthwith upon receipt of written notice from the Township, which notice shall contain reasons for the Work stoppage, and leave the Work site in a safe and clean condition. Once the reasons for the Work stoppage have been resolved to the Director's satisfaction, the Director shall lift the stop work order in writing to the Company notifying the Company that it may be allowed to resume its Work;
- (f) The Company shall be responsible for all excavation, installation, repair, maintenance, replacement or removal of the Plant including the cost of such Work when such Work is initiated by the Company;
- (g) The Company shall use reasonable efforts to coordinate work in the Rights-of-Way and share the use of support structures with other service providers occupying and using or intending to occupy or use the Right-of-Way, with the intent of minimizing the necessity for road cuts, construction and the placement of new support structures in the Right-of-Way and;
- (h) All contractors, when working for the Company, shall have proper identification visible on site displaying the name of the Company.

STREET AESTHETICS

9. The Township reserves the right to specify the visual appearance of new plant for the purpose of improving street and community aesthetics when fair and equitable terms can be reached and technical and service requirements can be satisfied. Partnerships may take the form of support structure agreements between utilities, developers and/or the Township whereby a number of service providers' equipment can be combined into one specially designed unit or pedestals or cabinets can be clustered together to improve street and landscape aesthetics.

THE COMPANY'S WARRANTIES

10. The Company represents and warrants to, and covenants and agrees with, the Township that:
 - (a) After completion of its Work, the Company shall leave the Right-of-Way in a neat, clean, and safe condition and free from nuisance, all to the reasonable satisfaction of the Director and, subject to Section 2, in accordance with any applicable policies or by-laws of the Township;

- (b) The Company warrants restoration Work performed by the Company within the Right-of-Way to the reasonable satisfaction of the Township, for a period of two (2) years from the date of completion as specified in the Work Permit. This warranty shall not apply to Work performed by the Township itself;
- (c) If, as per the terms allowed by this Agreement, this Agreement is terminated by the Township, all the unfulfilled covenants, indemnities and obligations of the Company herein shall survive such termination.

THE TOWNSHIP'S NON-WARRANTY

- 11. The Township has made no representations or warranties as to the state of repair of the Rights-of-Way or the suitability of the Rights-of-Way for any business, activity or purpose whatsoever and the Company hereby agrees to accept the Rights-of-Way on an "as is" basis. Without limiting the generality of the foregoing the Township shall not be required to undertake any remediation or work for the Company's proposed work.

AS-CONSTRUCTED DRAWINGS

- 12. When requested in writing by the Township at the time of issuing Township Consent, the Company shall at its expense and within three (3) months of completing the installation of its Plant provide "as-constructed" drawings to the satisfaction of the Director, which drawings, when created for engineered Plant, may include appropriate certification requirements. All "as-constructed" drawings shall be submitted in either/or a hard copy format and digital formats as specified by the Township, to the satisfaction of the Director.

EMERGENCY CONTACTS

- 13. The Company and the Township shall provide to each other a list of 24 hour emergency contact personnel available at all times and shall ensure that the aforementioned list is kept current.

LOCATES

- 14. The company shall register as a member with Ontario Onecall, or any successor utility locate notification system in Ontario. The Company shall provide immediately upon becoming a member, and at the time or times specified in the regulations, such information to Ontario Onecall as is necessary for Onecall to fulfil its objects as per Ontario Underground Infrastructure Notification System Act, 2012. The Company shall respond to, at no cost to the Township, notifications about a proposed excavation or dig that may affect underground infrastructure;
 - (a) within 2 hours in the event of an emergency where the Township has either on-site representation or provides a contact number for a representative so that the locate can be completed in the affected are, using reasonable best efforts;
 - (b) Within a reasonable time to be agreed upon by the Company and the Township in all other cases.

PLANT VERIFICATION AND VALIDATION TOWNSHIP CAPITAL PROJECTS

15. The Company agrees to verify and validate the location of existing Plant to the Township for Township capital planned projects using the following steps:
 - (a) Upon request from the Township, meet with the Township or its representatives to identify potential design and construction conflicts;
 - (b) Where, in the design stage for such capital planned projects, the Township makes a reasonable determination that, in order to avoid redesign work for such project, pre-engineered field locates of the Company's Plant are required, the Company shall, at its cost and upon request from the Township, complete such pre-engineered locates within two (2) weeks subject to best commercial efforts.
 - (c) Where, after the Company locating its plant as required in subsection 15(b), the Township determines that the Company's Plant is not located in the approved or marked-up line location and thus the proposed project design may be susceptible to a risk based on the Township's perception of the actual location of the Plant, the Company shall, at the request of the Township and the cost of the Company, undertake field investigations using the appropriate daylighting or Subsurface Utility Engineering method as agreed upon by the Company and the Township, to verify the horizontal and vertical location of the buried Plant. Field investigations will be undertaken using a non-destructive method, such as vacuum excavation. The actual cost of such investigations shall be borne on a fifty (50) percent each shared basis if the plant is in the correct location.
 - (d) If the results obtained from the field investigation under subsection 15(c) demonstrate that the Plant is not reasonably in the approved or marked up line location, the Company will bear the associated full cost for the method used in the investigation.
16. If, during Township work or Work by the Company, the Company's Plant or the Township's installations, as applicable, are found not to reasonably be in the approved or marked up location and where the Township or Company determines it may or does incur any additional costs as a result of the actual location of the Company's Plant or Township's installations, as applicable, the Township or Company agrees to notify the other party in writing of such within twenty-four (24) hours. If, after notice, the Company or Township, as applicable, is unable to rectify the problem in a reasonable time commensurate with the situation, the Company or Township, as applicable, will compensate the other for any reasonable and verifiable additional costs which the notifying party incurs resulting from the actual Plant or installation location. The Township of Company, as applicable will compensate the other part for any damage to the others Plant, where such Plant's location is known and correct

RELOCATION OF PLANT

17. Upon receipt of not less than sixty (60) days written notice from the Township, or such additional advance notice as is reasonable, having regard to the nature of the relocation required, the Company shall relocate its Plant within a Right-of-Way, or perform any other Work as may be required as the direct result of the relocation in connection with the Right-of-Way as may be required by the Township for municipal purposes.
18. In cases of Emergency, both parties agree to work co-operatively and use their commercially reasonable best efforts to relocate Plant immediately as directed by the Director, provided that in cases of Emergency, the Township may take any measures deemed necessary that may be required in the circumstances by the nature of the Emergency to restore public safety with respect to the Plant.
19. The Township will make a good faith effort to provide alternative suggestions for re-routing the Plant affected by the relocation to assist the Company in its efforts to ensure uninterrupted service to its customers.
20. The responsibility for the costs incurred in relocating the Company's Plant or performing such Work referenced above will, for the purposes of this Agreement, be based upon the following:
 - (a) For Plant installed with Township Consent subsequent to –date- (the **"Relocation Costs Effective Date"**), the Township will be responsible for the percentage of relocation costs as set out in the following chart:

Years Following Municipal Consent	Percentage of reasonable costs paid
Years 1 to 4	100%
Year 5	75%
Year 6	50%
Year 7	25%
Year 8 & thereafter	0%

- (i) For the purposes of calculating the relocation costs under the foregoing chart, the commencement date to be used will be the date of the Township Consent for the Plant to be relocated and the date of relocation shall be the date on which notice is given to the Company that the relocation is required by the Township. The Township Consent date associated with any Plant subsequently installed in or attached to the Company's support structures, attached to or on poles owned by the Township, or attached to poles of utilities or other service providers for which Township Consent was obtained, shall be deemed to be the original Township Consent or installation date for the construction of the Company's support structure(s) or the installation date of the

Township poles, or poles of utilities or other service providers for which Township Consent was obtained.

- (ii) Where the Township requires a relocation of Plant installed prior to the Relocation Costs Effective Date in its capacity as a road authority, such relocation shall be based, as applicable, on the methodology outlined in the *Public Services Works on Highways Act* (Ontario) provided the said Act is applicable to the relocation and recognizing the right of the Township to claim the recovery of relocation costs by the Company does not fall within, or is covered by, the provisions of the said Act.
- (b) The Company will provide to the Township a written estimate for each relocation in a format clearly identifying the percentages and dates being applied to each part of the Company's Plant for the purpose of calculating relocation costs;
 - (c) In the case where the Township cannot guarantee an ultimate location for the proposed Plant identified in a Township Consent application having regard to projects identified in the first five years of the Township's Capital Program and standard road cross-sections for reasonable long term forecasts, and the Company, despite being made aware of these conditions, requests the Township approve the application and proceeds to install its Plant, then the Township may issue a conditional Township Consent stating that, if necessary and notwithstanding any obligations of the Township under this Section 20, the Company may be required to relocate its Plant at any time related to identified projects and, in such circumstances, the Company will be responsible for full relocation costs for its Plant;
 - (d) Subject to Sections 15 and 16, in the case where the Company's Plant is found to be in non-compliance with any aspect of the approved location so that the Plant needs to be relocated, the cost for relocating the non-compliant Plant will be paid for by the Company. The Township will use reasonable best efforts to avoid unnecessary relocations but reserves the right to request such relocation as required; and
 - (e) For purposes of clarity, nothing in this section shall apply to Plant installed without Township Consent or other permission of the Township including, but not limited to, Plant installed on poles not owned by the Township, or in ducts or structures not owned by the Company unless the Company has obtained Township Consent for such Plant.
21. Both parties agree that special circumstances may arise with respect to specific location approvals whereby it may be appropriate for the parties to mutually agree to waive the above-noted provisions and to negotiate alternative arrangements. These alternative arrangements shall be agreed upon in writing.
 22. In no event shall the Company charge the Township, or shall the Township be responsible for costs incurred by, or charged to Third Parties to relocate their

installations and/or infrastructure located in or attached to the Company's Plant, unless the Township has an agreement with such Third Party permitting the same.

23. The relocation of Plant requested by parties other than the Township or those not required for Township purposes, shall be at the discretion of the Company and all of the costs of such relocations may be charged directly to the party requesting such relocation. An agreement in writing by each party to assume responsibility for all such relocation costs shall be required prior to commencing any of the associated relocation work. All relocations requested under this section shall be subject to obtaining Township Consent and all other applicable permits.
24. If the Company fails to complete the relocation or removal of the Plant in accordance with Section 17 in a timely and expeditious manner to the satisfaction of the Director, the Township may, at its option complete such relocation or removal. The Company shall pay the cost of such relocation or removal to the Township forthwith plus an overhead equal to fifteen percent (15%) of such cost. In default of payment thereof, the amount of such cost with interest equal to the Prime Rate shall be due and payable by the Company;

INDEMNIFICATION AND LIABILITY

25. The Company shall indemnify and save harmless the Township from and against all actions, causes of action, proceedings, claims and demands brought against the Township, and from and against all losses, costs, damages or expenses suffered or incurred by the Township, by reason of any damage to property, including property of the Township, or injury, including injury resulting in death, to persons, including the employees, servants, agents, licensees and invitees of the Township, caused by, resulting from or attributable to the negligent act or omission of the Company or any of its employees, servants, agents, licensees or invitees in the performance of this Agreement or any previous agreement, or any Third Party, its employees, servants, agents, licensees or invitees.
26. The Township shall indemnify and save harmless the Company from and against all actions, causes of action, proceedings, claims and demands brought against the Company, save and except as to those of any Third Party, and from and against all losses, costs, damages or expenses suffered or incurred by the Company, save and except those in favour of any Third Party, by reason of any damage to property, including property of the Company but not of any Third Party, or injury, including injury resulting in death, to persons, including the employees, servants, agents, licensees and invitees of the Company but not those of any Third Party, caused by, resulting from or attributable to the intentional or negligent act or omission of the Township or any of its employees, servants, agents, licensees or invitees in the performance of this Agreement or any previous agreement.
27. Notwithstanding anything contained in this Agreement, the Township and the Company shall not be liable to each other in any way for indirect or consequential losses or damages, or damages for pure economic loss, howsoever caused or contributed to, in connection with this Agreement or with any Plant or Right-of-Way governed hereby.

INSURANCE

28. Each of the parties hereto shall maintain insurance, naming the other as an additional insured, in the amount and description as outlined in this Section as will protect the other party from claims for damages, personal injury including death, and for claims from property damage which may arise under this Agreement, including but not limited to the construction, maintenance or operation of the Plant in, on, under, over, along and across the Right-of-Way or any act or omission of the Township's or the Company's employees, servants, agents, licensees or contractors. In addition to the foregoing, each of the parties covenants and agrees that:
- (a) the limits of liability for personal injury, bodily injury and property damage combined shall be for not less than five million dollars (\$5,000,000.00) for each occurrence;
 - (b) the Commercial General Liability Insurance to include blanket contractual liability;
 - (c) all policies to include cross liability with a severability of interest clause, and all policies shall provide that they cannot be cancelled, intentionally lapsed without at least thirty (30) days notice to the other party by registered mail;
 - (d) it shall maintain automobile third party liability insurance in the amount of two million dollars (\$2,000,000.00) covering all owned, leased and non-owned automobiles used in connection with activities under this Agreement; and
 - (e) forward to the other a Certificate of Insurance evidencing the insurance required herein, both upon execution of this Agreement and upon each renewal of insurance.

TERM

29. (a) The initial term of this Agreement shall be ten (10) years, commencing on – date - and shall automatically renew for two (2) additional consecutive five (5) year periods upon the same terms and conditions contained herein, including payment of the annual fee, unless terminated by either party in writing, at least ninety (90) days prior to the expiry of the term. If the Agreement is terminated either by expiry of the term, without an extension thereof or a replacement agreement, or as a result of default under Sections 36 or 37, then, subject to the Company's rights under the *Telecommunications Act* (or any successor legislation), all rights and privileges under this Agreement shall come to an end and despite such termination, the Plant will continue to be the property of the Company and the Company shall be permitted to maintain, test, repair and operate its Plant subject to the right of the Township, in the event of termination or Company Default, to obtain an order under the *Telecommunications Act* (or any successor legislation) to have the Company prohibited from operating its Plant in the Township. Notwithstanding termination both the Company and the Township shall continue to be liable to the other for all payments due and obligations incurred hereunder prior to the date of such termination, except for termination as a result of Default whereupon the defaulting party only shall continue to be liable to the non-defaulting party for all payments due and obligations incurred under the Agreement prior to the date of such termination.

(b) Any previous agreement between the Company and the Township regarding Work within the Township's Right of Way is hereby terminated effective – date -, save and except that the Company shall continue to be liable to the Township for all payments and obligations incurred under that Agreement up to and including – date - [if applicable].

PAYMENT OF FEES

30. The Company covenants and agrees to pay to the Township fees calculated in accordance with the Township's schedule of fees and charges as amended from time to time by mutual consent and calculated in accordance with Schedule "A" in this Agreement. Upon sixty (60) days prior notice, either party may request the other party to re-negotiate the annual administrative fee based on verifiable changes to either party's causal cost including, but not limited to, an increase or decrease in the fees and charges, as applicable, by an amount equal to such fees and charges multiplied by the percentage increase or decrease in the latest available Consumer Price Index published by Statistics Canada.

LEGISLATIVE CHANGE

31. If, at any time subsequent to the entering into of this Agreement, the Provincial or Federal government or a regulatory authority, acting within its jurisdiction, enacts or repeals any legislation or regulation, or orders, directs or mandates anything which pertains to the subject matter of this Agreement, then either party may notify the other of its intention to require the other party to enter into good faith negotiations to amend this Agreement, or to enter into a new agreement reflecting such legislative or regulatory action or court or tribunal decision, as the case may be, within thirty (30) days after written notice (the "**Notice**") from the notifying party, and any newly permitted terms and conditions, charges or fees pursuant to such new or amended agreement will take effect from the date upon which the Notice expires.
32. If the parties are unable to re-negotiate the terms and conditions of this Agreement, then the unresolved matters may, within thirty (30) days prior written notice from the requesting party, be referred by the party to either arbitration for resolution, in accordance with the *Ontario Arbitration Act*, as amended or its successor legislation, or to the CRTC. Subject to the right to request arbitration or refer the matter to the CRTC, if an amendment to this Agreement or a new agreement is not reached within ninety (90) days from the date on which the Notice was received, either party may terminate this Agreement without further notice and both parties shall fulfil their respective obligations thereafter in accordance with this Agreement.

SECURITY

33. The Township reserves the right to require, and the Company agrees to forthwith provide upon request:
- (a) in the situation where the Township has not enjoyed a satisfactory relationship with the Company prior to this Agreement, security in the amount of fifteen thousand dollars (\$15,000) for the first three (3) years of

this Agreement in a form satisfactory to the Township's Treasurer to secure performance of all of the Company's obligations under this Agreement. Such security may be drawn on by the Township through its Director and the funds applied against any outstanding financial obligations owed by the Company to the Township under the terms of this Agreement. Such security shall not be released unless the Company is in good standing with respect to its obligations under this Agreement and shall only be released if the Company has fulfilled all of its obligations under this Agreement to the satisfaction of the Director for a period of at least three (3) consecutive years; and

- (b) 'project specific' securities in a form satisfactory to the Township's Treasurer using reasonable discretion, for any major projects, with the amount of such security in an amount equal to any and all restoration costs of a project approved by a Township Consent as determined by the Director acting reasonably having regard to the scope of the project. Such security shall be provided prior to Township Consent and may be drawn on by the Township, through its Director, and the funds applied against any outstanding financial obligation of the Company to the Township under this Agreement with respect to the project. The 'project specific' letter of credit shall be released once the conditions of the applicable Township Consent have been fulfilled to the satisfaction of the Director.
34. If, at any time during the term of this Agreement, the Township does not hold security and the Company fails to make any payment as and when required under this Agreement, then at the sole discretion and request of the Director the Company agrees to provide to the Township an irrevocable automatically renewing letter of credit in a form satisfactory to the Township's Treasurer in the minimum amount of five thousand dollars (\$5,000), or other form of security acceptable to the Township's Treasurer, within thirty (30) days of a request from the Director and no applications for Township Consent shall be processed for approval unless and until such security is provided to the Township. Such security may be drawn on by the Township through its Director and the funds applied against any outstanding financial obligations owed by the Company to the Township under the terms of this Agreement. Such letter of credit shall be posted for a minimum of three (3) years and shall not be released unless the Company has fulfilled all of its obligations under this Agreement to the satisfaction of the Director for a period of at least three (3) consecutive years.
 35. Should the Township through its Director draw on any security provided pursuant to this Agreement, the Company shall forthwith reinstate the securities to the amount required prior to the drawing.

DEFAULT/TERMINATION

36. The Township and the Company mutually agree that, should either party fail to carry out any of the terms, covenants and conditions contained herein or default in any of its obligations under the terms hereof and fail within thirty (30) days after receiving written notice from the non-defaulting party to correct or commence to correct in a fashion acceptable to the non-defaulting party any such failure, then this Agreement may, at the option of the non-defaulting party, be terminated by

giving written notice to be effective upon receipt. In addition to any other rights it may have under this Agreement, the non-defaulting party shall have such other remedies as may be available at law

37. Despite Section 36, this Agreement may be terminated immediately and without prior notice by the Township in the event that:
- (a) the Company becomes insolvent, makes an assignment for the benefit of its creditors, has a liquidator, receiver or trustee in bankruptcy appointed for it or becomes voluntarily subject as a debtor to the provisions of the *Companies' Creditors Arrangement Act*, the *Bankruptcy and Insolvency Act*, as amended from time to time, or any successor legislation;
 - (b) Subject to Section 38, the Company transfers, assigns, or sublicenses any part or all of its interest in this Agreement other than in accordance with the provisions of this Agreement, or attempts to do same; or
 - (c) the Company ceases licensed operation as a Canadian carrier or distribution undertaking within the meaning of the *Telecommunications Act*, or as regulated by the CRTC as amended from time to time, or any successor legislation.

ASSIGNMENT

38. This Agreement may be sublicensed, granted, transferred or assigned:
- (a) By the Township or the Company in its entirety, to a single sublicensee, grantee, transferee or assignee with the other party's prior consent in writing, which consent shall not be unreasonably withheld; or
 - (b) By the Company in whole or in part during the term of this Agreement without the Township's prior consent in writing;
 - (i) upon having first given notice to the Township of the sublicense, grant, transfer or assignment; and
 - (ii) provided the sublicensee, grantee, transferee or assignee is an Affiliate of the Company; and
39. Despite the sublicense, grant, transfer or assignment of this Agreement by the Company, the Company will remain fully responsible to the Township for the fulfillment of the obligations or liabilities of the Company hereunder to the date of such sublicense, grant, transfer or assignment.

NO OWNERSHIP RIGHTS

40. No use of a Right-of-Way under this Agreement shall create or vest in the Company any ownership or property rights in a Right-of-Way, and the Company shall be and remain a mere non-exclusive occupant of the Right-of-Way. Placement of the Plant in a Right-of-Way shall not create or vest in the Township

any ownership or property rights to the Plant, except as provided in this Agreement.

NOTICES

41. Any notice required or permitted to be given hereunder or any tender or delivery of documents may be sufficiently given by personal delivery or, if other than the delivery of an original document, by facsimile transmission to the Township at the following address:

The Corporation of the Township of Woolwich
 P.O. Box 158
 24 Church Street West
 Elmira, Ontario
 N3B 2Z6
 Attention: Director of Engineering and Planning Services
 Tel: (519) 669-6041
 Fax: (519) 669-4669

and to the Company at the following address:

Company name
 Address
 Attention:

Any notice may also be given by prepaid registered mail mailed within the Province of Ontario and such notice shall be effective five (5) business days following the date of mailing, except in the event that there shall be a disruption in postal services at the date of mailing, in which case notice shall be effective by personal delivery or a facsimile transmission as stated above.

PRIOR APPROVAL FOR ANY TREE REMOVALS

42. The Company shall consult the Township prior to commencing work to determine the risks of damaging Township trees.

TREES

43. The Company is responsible for the costs of any remedial work required to rehabilitate any trees damaged in the performance of its Work permitted by this Agreement or, in the event any trees suffer irreparable damage as a result of the Work, the Company shall replace the trees or compensate the Township for the value of the trees and the removal costs as determined by the Township.

REMOVAL OF GRAFFITI

44. The Company shall take all reasonable measures, to the satisfaction of the Township, to clean, remove or conceal graffiti or other unauthorized markings in a timely manner from its Plant. In this regard, the Company will within forty-eight (48) hours written notice from the Township remove or conceal all obscene or offensive graffiti from its Plant and in all other instances shall do so within (96) hours written notice. In the event that the Company does not remove or conceal the graffiti in accordance with this section, the Township may take such steps as it deems reasonable and necessary to remove or conceal the said graffiti and shall charge the cost of the removal or concealment to the Company.

MAINTENANCE OF ABOVE GROUND CABINETS

45. The Company shall have a maintenance program to clean, straighten, paint and repair above ground cabinets on a regular basis and shall respond within five (5) business days of being notified by a request from the Township to complete any of this maintenance at any location identified by the Township.

CONDITIONS OF RIGHTS-OF-WAY AND ENVIRONMENTAL LIABILITY

46. The Company accepts all Rights-of-Way being used under this Agreement in “as is” condition and the Township is not obligated to undertake any work or remediation on any Right-of-Way to accommodate, or as a result of, any Work. The Township is not responsible, either directly or indirectly, for any damage to property, including any nuisance or injury to any person howsoever caused, including death, arising from the condition of the Right-of-Way or the escape, discharge, spill or release or any Hazardous Substance resulting from the Company’s use of the Rights-of-Way. The foregoing release shall not extend to any loss, damage, injury or death caused by the negligence or wilful misconduct of the Township, its employees, agents, contractors or those other persons for whom the Township is in law responsible.
47. The Company agrees to assume all environmental liabilities relating to its use of the Rights-of-Way including but not limited to any liability for clean-up of any Hazardous Substance on or under the Rights-of-Way which result from:
- (a) the operations of the Company in, on, under, over, above, along or across the Rights-of-Way, or
 - (b) any Plant brought in, on, under, above, over, along, or across the Rights-of-Way by the Company, its contractors, agents or employees or by any person with the express or implied consent of the Company.
48. The Company agrees to immediately notify the Township of any environmental issues or contamination with respect to any Township Rights-of-Way.

THIRD PARTY ACKNOWLEDGEMENT

49. The Company agrees that it shall provide in agreements with Third Parties, a provision that requires the Third Party to comply with all applicable laws, statues,

by-laws (including, but not limited to, obtaining a Work Permit as applicable), codes, ordinances, rules, orders and regulations of all governmental authorities in force, and that the Third Party shall obtain and maintain any and all permits, licenses, official inspections or any other approvals and consents necessary or required for the placement or operation of the Third Party's equipment. The Township shall have no obligation to notify any Third Party under any provision of this Agreement.

JOINT PLANNING

50. Each of the Company and the Township agree to joint planning sessions between users of the Rights-of-Way and shall make reasonable efforts to promote and attend the same. This shall include, but not limited to planning and reasonably accommodating for future infrastructure needs.

INSTALLATION OF CONDUIT OR FIBRE CABLE FOR CITY PURPOSES

51. At the time of any Township Consent application by the Company, the Township may request the Company to install conduits or fibre optic cable for the Township. The Company, at its sole option, may agree to the installation of such additional facilities if it deems it reasonable and technically feasible and if the Company determines that doing so will not unreasonably delay its Work. The additional conduits and fibre optic cables will become the property of the Township for their exclusive use upon payment in full by the Township to the Company of the amount equal to the actual proportionate cost, including any additional engineering costs and an overhead cost equal to five (5) percent of the proportionate cost of installation. The Company shall prepare a written quote for such additional work and agrees to install such additional conduit or fibre optic cable upon the Township approval in writing of such quote.

WORKERS' SAFETY AND INSURANCE BOARD COVERAGE

52. The Company shall pay to the appropriate provincial Workers Safety and/or Insurance Board/Commission all assessments and levies owing to the Board/Commission by the Company, its employees and others engaged in providing services under this Agreement and any unpaid assessment or levy shall be the sole responsibility of the Company.
53. Prior to commencing the Work, the Company shall, upon request, provide to the Director evidence of compliance with the requirements of the Province of Ontario with respect to Workers' Compensation Insurance.
54. The Company shall comply with all applicable statutes and regulations that establish health and safety requirements, and will reasonably cooperate with the Township in the establishment and enforcement of safe working procedures.
55. The Company acknowledges that out-of-province contractors are not exempt from having to register and comply with the requirements of the Workers' Safety and Insurance Board of Ontario. Prior to commencing the Work, out-of-province contractors not required to be registered in Ontario shall provide:

- (a) written confirmation from the Workers' Safety and Insurance Board of Ontario stating that the contractor is not required to be registered in Ontario; and
- (b) evidence of compliance with the requirements of the province or territory or place of business with respect to workers' compensation insurance.

At any time during the term of this Agreement, when requested to do so by the Township, the Company shall provide such evidence of compliance by itself and its subcontractors. Failure to provide satisfactory evidence in respect of workers' compensation insurance shall result in future permits being denied by the Township until satisfactory evidence of compliance has been received by the Director.

GENERAL

- 56. This Agreement is the entire agreement between the Township and the Company regarding the subject of this Agreement. This Agreement may only be amended or supplemented by a document executed in writing by both the Township and the Company.
- 57. This Agreement benefits and binds the Township and the Company and the successors and permitted assigns of each of them.
- 58. If any term of this Agreement is found to be invalid, illegal, or unenforceable by a court having the jurisdiction to do so, that term is to be considered to have been severed from this Agreement and this Agreement remains in force unaffected by that finding or by the severance of that term.
- 59. This Agreement creates contractual rights only between the Township and the Company and not an interest in the Rights-of-Way and the Company covenants and agrees with the Township that the Company shall cease and desist from any registration of this Agreement or of any right howsoever arising under it.
- 60. No amendments or waiver of any provision of this Agreement shall be binding on either party unless consented to in writing by such party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless expressly provided.
- 61. In this Agreement, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and a corporation.
- 62. This Agreement shall be governed by and construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada which may be applicable to a party in the Province of Ontario and both parties irrevocably attorn to the jurisdiction of the Courts of the Province of Ontario.
- 63. In the performance of obligations and the exercising of rights under this Agreement, or whenever the approval, consent or a decision is requested or required from either party under this Agreement each party agrees that it shall at all times act reasonably.

- 64. Time shall be of the essence in this Agreement.
- 65. Any obligation of the Company or Township to indemnify, and/or to make any payments or satisfy obligations incurred prior to the expiration or termination of this Agreement, shall survive the said expiration or termination of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement by their duly authorized representatives.

Dated:) **THE CORPORATION OF THE TOWNSHIP OF**
) **WOOLWICH**
)
) Per: _____
) Sandy Shantz, Mayor
)
) Per: _____
) Val Hummel, Clerk
)
) **PARTNERSHIP**
)
)
) Per: _____
) Name & Title
)
) Per: _____
) Name & Title

SCHEDULE "A"

CONSENT AND FEES

1. Annual Administration Fee

The Company shall pay to the Township an annual administration fee to compensate the Township for its causal costs incurred in the administration of this Agreement and the provision of services related to Work including the issuance of Work Permits.

The Annual Administration Fee shall be THREE THOUSAND FORTY DOLLARS (\$3,040.00) payable upon the commencement date of this Agreement and on each annual anniversary thereafter, subject to Harmonized Sales Tax and any other applicable tax payable in addition to the Fee. On each anniversary of this Agreement, the amount shall be replenished to \$3,040.00.

2. Township Consent Fee

The Company shall pay to the Municipality the Municipal Consent Fee for plan review and approval work, other than that covered by Annual Administration Fee, a Municipal Consent Fee of TWO HUNDRED AND FORTY DOLLARS (\$240.00) per application, an application being a request for a Municipal Consent for work of a continuous nature (no more than one hundred (100) meters apart) on the Right-of-Way. For clarity, a separate application and Municipal Consent will be required for any work not within one hundred (100) meters of the initial Work being undertaken.

(In most instances, a review of second or third submissions of an application are not charged for and only the finalized application results in the Municipal Consent Fee.)

3. Municipal Consent Fee is Due and payable upon invoice at time of approval and shall be subject to Federal Goods and Services Tax and any other applicable tax payable in addition to the Fee. Annual Administration Fee and Municipal Consent Fee Adjustments

On each anniversary date of this Agreement, commencing – date - , the Annual Administration Fee and Township Consent Fee shall increase, or decrease, as applicable by an amount equal to such fee times the percentage increase, or decrease, in the latest available Consumer Price Index published by *Statistics Canada*.

THE TOWNSHIP OF WOOLWICH

BY-LAW NUMBER **-2016

**A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO
EXECUTE AN AGENCY AGREEMENT
(FIRE MARQUE)**

WHEREAS the Council of the Corporation of the Township of Woolwich wishes to enter into an agreement with Fire Marque in regards to an Agency Agreement;

NOW THEREFORE THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF WOOLWICH ENACTS AS FOLLOWS:

1. That the Township of Woolwich enter into an agreement with Fire Marque in the form attached hereto as Appendix "A".
2. That the Mayor and Clerk are authorized to execute the above-mentioned agreement and affix the corporate seal of the Township of Woolwich.

PASSED this 17th day of May, 2016.

.....
Mayor

.....
Clerk

AGENCY AGREEMENT

THIS AGENCY AGREEMENT (the "**Agreement**") made the ____ day of _____, 2015.

BETWEEN:

FIRE MARQUE INC.
(herein after referred to as the "**Agent**")

- and -

THE CORPORATION OF THE TOWNSHIP OF WOOLWICH
(herein after referred to as the "**Municipality**")

WHEREAS the Fire Department attends, when required, at Incident Sites to provide emergency services;

AND WHEREAS the costs and expenses incurred by the 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 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 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

"**Agreement**" is this agreement, as may be amended;

"**Agency Fee**" is the financial compensation expressed as a percentage of the recovered Emergency Cost Recovery Proceeds in accordance with Section 6;

"**Agency Fee Taxes**" are all taxes, duties and other charges (including any GST, HST or other value added taxes) applicable to the Agency Fee;

"**Agent**" is Fire Marque Inc., or its successors and assigns;

"**Claims**" an amount requested for payment for an insured loss which falls under the terms of Insurance Policies;

"**Emergency Cost Recovery Proceeds**" are the funds recovered by the Agent as a result of filing Claims with insurers pursuant to the Insurance Policies of the owner or tenant of an Incident Site to recover the costs and expenses incurred by the Fire Department as result of attending and providing emergency services at an Incident Site;

"Fire Department" means a group of firefighters authorized to provide fire protection services by the Municipality;

"Incident Reports" are the property statistical fire reports;

"Incident Sites" is the municipal address or property location of the incident which is attended at by the Fire Department in relation to which the Fire Department incurs costs and expenses as a result of providing their emergency services;

"Indemnification Technology®" is the intellectual property owned and employed by the Agent in making claims to recover costs and expenses of the 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;

"Indemnitees" means the Agent, its directors, partners, officers, agents, and employees;

"Initial Term" is the period commencing from the date of first written above and continuing thereafter for a period of five years;

"Insurance Policies" means an insurance policy of the owner or tenant who owns or rents the property located on the Incident Site;

"Intellectual Property" is any intellectual property of the Agent, including but not limited to any software, trade names, trademarks, and copyrighted materials and any of the foregoing as it relates to Indemnification Technology®;

"Losses" means all loses, costs, expenses, interest, charges, assessments, damages, liabilities, obligations, fines and penalties, including all reasonable costs incurred investigating, defending or negotiating the settlement or resolution of any demand, lawsuit, action, or proceeding, and specifically including reasonable legal and other professional fees and expenses on a "full indemnity", "solicitor and his own client" or comparable basis, regardless of whether the foregoing arise in, under or by virtue of common law, equity or other applicable law, contract, negligence, strict liability, breach of duty or otherwise;

"Party" or **"Parties"** is the Agent and the Municipality;

"Municipality" is The Township of Woolwich;

"Renewal Term" is a renewal term of 3 years;

"Term" is the Initial Term together with any subsequent Renewal Terms, until this Agreement is terminated in accordance with Section 14;

"Termination Date" is the date this Agreement terminates in accordance with Section 14; and,

"Third Party Fire Departments" is a fire department, fire brigade, persons and/or equipment that are not part of the Fire Department.

2. TERM

The term of this Agreement will begin as of the date first written above and continue for the period of the Initial Term and will automatically renew for successive Renewal Terms upon the expiry of the Initial Term or any preceding Renewal Term, unless this Agreement is terminated in accordance with Section 14.

3. APPOINTMENT

The Municipality hereby appoints the Agent as its exclusive agent during the Term of this Agreement for the purpose of filing, on behalf of the Municipality, all Claims with insurers and to recover from any insurers on their behalf, any proceeds of insurance which are recoverable in accordance with the terms of any Insurance Policies of an owner or the tenant at any Incident Site.

4. AGENT OBLIGATIONS

During the Term of the Agreement, the Agent agrees:

- (a) To proceed diligently to prepare and file Claims with the insurer of the incident sites on behalf of the Municipality upon receipt of the Incident Reports from the Fire Department;
- (b) To establish and maintain an interest bearing trust account to receive and hold any 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 a statement to the Municipality providing reasonable detail in regards to the amounts being remitted for the applicable period; and
- (e) To maintain complete, detailed and adequate books and records pertaining to Claims and Emergency Cost Recovery Proceeds.

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 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 Fire Department in attending such Incident Sites and providing information as to the applicable insured, the insurance company and the policy number of the Incident Site, if available;
- (b) in accordance with the Insurance Policies, ensure that the Emergency Cost Recovery Proceeds that are remitted to the Fire Department are used by the Fire Department for its own purposes, which purposes may include but not be limited to the following:

- 4 -

- (i) the purchase of equipment for the Fire Department;
 - (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;
- (c) if requested, to provide the Agent with documentation evidencing that the Fire Department is the sole beneficiary of any Emergency Cost Recovery Proceeds that have been remitted to the Municipality in accordance with Section 4; and
- (d) to the extent the Municipality or the Fire Department is paid or receives Emergency Cost Recovery Proceeds directly from the insurer under the Insurance Policy, or from the owner or tenant of an Incident Site (as a result of such owner or tenant receiving the Emergency Cost Recovery Proceeds directly from the insurer under the Insurance Policy), the Municipality agrees that it shall promptly remit payment of the Agency Fee that is payable to the Agent in relation to such Emergency Cost Recovery Proceeds (as determined in accordance with Section 6) and will provide the Agent with copies of all communications and notices received from the insurer under the Insurance Policy in relation to such Emergency Cost Recovery Proceeds for the Agent's own records.

6. AGENCY FEE

In consideration for the services provided by the Agent pursuant to this Agreement, during the Initial Term, the Agent will be entitled to a fee equal to thirty (30%) of all Emergency Cost Recovery Proceeds (the "**Agency Fee**"). The Agent will be entitled, on a monthly basis, to 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 Fire Department. The amount of the Agency Fee shall be negotiated by the Parties for any Renewal Terms.

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 Fire Department, 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

The Municipality has the right to audit, at its own expense, the records and accounts, during reasonable business hours and on advance written notice to the Agent; and, for up to twenty-four (24) Months from the end of the calendar year to which the records and accounts relate.

10. UNRECOVERABLE EXPENSES

No action will be undertaken by the Agent to collect any proceeds or file any Claims on behalf of the Municipality. The Fire Department 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, may elect to enforce the payment of the Emergency Cost Recovery Proceeds not recovered by the Agent through powers granted by their By-Laws or through litigation.

11. INCIDENTS ATTENDED TO BY OTHERS

It is acknowledged by the Parties that in certain instances, in addition to the 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 to take any action to determine the appropriate allocation of such Emergency Cost Recovery Proceeds between the Fire Department and the Third Party Fire Departments.
- (b) the Municipality shall negotiate an appropriate allocation of the Emergency Cost Recovery Proceeds with the Third Party Fire Departments. 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 Indemnitees 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 Fire Department attending and providing emergency services at an Incident Site which it was unable to recover through the Insurance Policies of the owner or tenant of such services

13. INDEMNIFICATION

The Municipality agrees to indemnify and hold harmless the Indemnitees from and against any and all Losses that may be imposed on, incurred by, or asserted against, the Indemnitees or otherwise, in connection with the performance of its duties under this Agreement or any actions or inactions taken by the Fire Department or Municipality in connection with this Agreement,

including as a result of any claims: (i) from insurers as a result of inaccuracies, misrepresentations or fraud in any of the Incident Reports and other information provided to Agent for the purpose of filing Claims; and (ii) from Third Party Fire Departments claiming rights to any Emergency Cost Recovery Proceeds that have been disbursed to the Fire Department. The foregoing liability and indemnification by Municipality shall not apply where the Losses arise from the Agent's gross negligence fraud or willful misconduct.

14. TERMINATION

Notwithstanding Section 2, this Agreement will terminate with 30 days' written notice by either Party (the "**Termination Date**"), provided that if this Agreement is terminated (other than as a result of a material breach of this Agreement by the Agent), the Agent shall be entitled to continue filing all Claims and collecting Emergency Cost Recovery Proceeds, for any incidents attended to by the 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 Fire Department shall not make claims in respect of any incidents attended to by the Fire Department which occurred prior to the Terminate Date. The covenants set forth in this Section 14 shall survive the termination of this Agreement.

15. NOTICES

All notices, communications, statements and payments which may be required or permitted under this Agreement will be in writing and sent by registered mail, courier services, or transmitted by facsimile or other electronic means which produces a physical copy. Any party may change its address by notice to the other parties.

The addresses of the parties pursuant to this Section 15 are as follows:

If to the Municipality:

Municipality of the Township of Woolwich
24 Church Street West
P.O. Box 158
Elmira, ON N3B 2Z6
Phone: 519-664-2887
Fax: 519-664-2018

Attention: Fire Chief

If to the Agent:

Fire Marque Inc.
P.O. Box 2018, Thornton, ON LOL 2N0
Phone: 1-855-424-5991 or 705-424-5991
Fax: 705-424-5702

Attention: Ted K. Woods

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. ARBITRATION

All disputes, controversies and disagreements with respect to this Agreement, or any matter arising under or in connection with this Agreement, shall be finally 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;
- (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 Barrie, 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, provided that nothing herein shall prevent The Agent from assigning this Agreement or any of its rights or obligations to an affiliate of The Agent, provided that the Agent agrees to remain liable to the Municipality for the obligations of such transferee affiliate.

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 Municipality 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, rules, regulations and orders in respect of the performance of this Agreement.

28. CONFIDENTIALITY

The Agent shall hold confidential and not disclose or release to any person other than the Agent and 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. The Agent shall be entitled to disclose publicly the fact that the Municipality and/or the Fire Department are clients of the Agent.

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 terminate this Agreement in addition to any other remedies that the municipality may have in law or equity.

[Remainder of this page left intentionally blank]

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

[MUNICIPALITY]

By: _____
Name: Valrie Hummel
Title: Clerk

By: _____
Name: Sandy Shantz
Title: Mayor

FIRE MARQUE INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

TOWNSHIP OF WOOLWICH

BY-LAW NO. 07- 2016

A BY-LAW TO ESTABLISH AND REQUIRE PAYMENT OF FEES AND CHARGES FOR CERTAIN SERVICES PROVIDED BY THE FIRE DEPARTMENT

WHEREAS section 2 of the Fire Protection and Prevention Act 1997, S.O. 1997, c.4, as amended, authorizes a municipality to establish a Fire Department to provide firefighting and fire protection services and for participating in an emergency fire services program;

AND WHEREAS the corporation of the Township of Woolwich has established a Fire Department to deliver firefighting and related emergency services;

AND WHEREAS section 391 of the Municipal Act 2001, c.25, as amended, authorizes a municipality by-law to impose fees or charges on any class of persons for services or activities provided or done by or on behalf of the municipality and for the use of the municipality's property, including property under its control;

AND WHEREAS section 100 of the Environmental Protection Act, R.S.O. 1990, E.19, as amended, authorizes a municipality to do everything practical to prevent, eliminate and ameliorate the adverse effects where a pollutant is spilled and causes or is likely to cause an adverse effect with the right to require compensation from the owner of the pollutant and the person having control of the pollutant for all reasonable costs and expenses incurred;

NOW THEREFORE, the Council of the Corporation of the Township of Woolwich amends Schedule 'A' of By-law 07-2016 as attached.

Passed this _____ day of April, 2016.

Mayor

Clerk

**BY-LAW 07-2016
Schedule A**

1.	<p>For attending a non-emergency elevator incident to free an individual from an elevator or to standby for a repair service</p> <p>a) For the first hour or part thereof b) For each additional ½ hour or any part thereof</p>	<p>\$450.00 per dispatched truck \$225.00 per dispatched truck</p>
2.	<p>An inspection for any purpose other than one initiated by the Fire Department</p> <p>a) For the hour or any part thereof b) For each additional ½ hour or any part thereof</p>	<p>\$104.00 \$ 52.00</p>
3.	<p>Outdoor function permit application review (no inspection)</p>	<p>\$ 68.00</p>
4.	<p>Fire Permit</p> <p>a) Less than 60 cm by 60cm (2ft by 2 ft) – Campfire b) Greater than the above but less than 6 metres by 6 metres (20 feet by 20 feet)</p>	<p>No Charge \$26.00 (single burn) \$61.00 (12 months)</p>
5.	<p>Fire Report (i.e. insurance request)</p>	<p>\$104.00</p>
6.	<p>Hourly labour rate for services covered by contract</p>	<p>\$37.00/hour</p>
7.	<p>Responding to false alarms occurring as a result of work being performed on a fire alarm system or emergency system:</p> <p>a) For properties monitored by a fire alarm system but not connected to the fire department, first false alarm in a calendar year b) For properties monitored by a fire alarm system and connected to the fire department, the first false alarm in a calendar year c) Each subsequent false alarm in the year</p>	<p>No Charge No Charge \$938.00</p>
8.	<p>Attending the scene of a motor vehicle accident or motor vehicle fire and providing fire fighting or other emergency service to a non-resident:</p> <p>a) For the first hour or any part thereof b) For each additional ½ hour or par thereof</p>	<p>\$450.00 per dispatched truck \$225.00 per dispatched truck</p>

**BY-LAW 07-2016
Schedule A**

9.	Use or rental of a fire vehicle (not including labour): a) For the first hour or any part thereof b) For each additional ½ hour or par thereof	\$450.00 per vehicle \$225.00 per vehicle
10.	Responding to approved or unapproved fires: a) Failure to obtain a permit and or permission to burn b) Failure to adhere to permit requirements of loss of control that requires the attendance of the Fire Department	\$938.00 \$938.00
11.	Attending a Public Event For Profit Organizations a) For the first hour or any part thereof b) For each additional ½ hour or any part thereof c) Staff only is attending (no vehicle) Non Profit Organizations	\$450.00 per vehicle plus firefighter hourly rate \$225.00 per vehicle plus firefighter hourly rate Firefighter hourly rate Cost Recovery
12.	Fire Extinguisher Training or First Aid Training For Profit Organizations Non Profit Organizations	Firefighter hourly rate plus cost recovery Cost Recovery
13.	Fire Response Fees – Indemnification Technology Agency recovery of covered costs associated with the Fire Department response to a premise	Current MTO rates plus personnel costs, plus any additional costs to the Township of Woolwich

TOWNSHIP OF WOOLWICH

BY-LAW ##-2016

**BEING A BY-LAW TO AMEND BY-LAW 71-2012 BEING A BY-LAW
FOR ESTABLISHING THE PARKING OF MOTOR VEHICLES ON
PRIVATE PROPERTY OR IN MUNICIPAL LOTS
(Stone Crock Inc. and Mercedes Corporation)**

THAT the Council of the Corporation of the Township of Woolwich enacts as follows:

1. THAT Schedule "A" of By-law 71-2012 is hereby amended by adding the following thereto:

Specially Appointed Enforcement Officers	Municipal Address of Property
Peka Jozo Branko Mrvalj	31 Flamingo Drive, Elmira 35 Flamingo Drive, Elmira 110 Oriole Parkway, Elmira 15 Snyder Avenue North, Elmira
Ken Jackson Alisha Crewson Bonnie Allen	St. Jacobs Farmers Market 878 Weber Street North
Marilyn Rudow	North Waterloo Condominium Corporation 30 Flamingo Drive, Elmira
Jen Crawford	Elmira District High School 4 University Avenue West
Mike Good	King and Albert Street Parking Lot, St. Jacobs
Jeremy Gardner Sean Carroll Peter Roth Ross Dettweiler Blake Smith Mike Moniz	Waterloo Region International Airport
Jenny Shantz Tara Payne	St. Jacobs Private Parking Lots regulated by Stone Crock Inc. and Mercedes Corporation.

- 2. This by-law shall come into effect on the date of its passing by Council.
- 3. By-law 17-2016 is hereby repealed effective on the coming into force of this by-law.

PASSED this 17th day of May, 2016.

Mayor

Clerk

TOWNSHIP OF WOOLWICH

BY-LAW NUMBER **-2016

A BY-LAW TO AMEND BY-LAW 01-2016
BEING A BY-LAW TO GOVERN THE
PROCEEDINGS OF COUNCIL AND COMMITTEES

WHEREAS Section 238(2) of the Municipal Act, 2001 provides that every municipality shall pass a procedure by-law for governing the calling, place and proceedings of meetings.

AND WHEREAS the Council of the Corporation of Township of Woolwich deems it desirable that there be rules governing the conduct of its members and citizens who attend meetings;

NOW THEREFORE THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF WOOLWICH ENACTS AS FOLLOWS:

1. THAT Section 19 of By-law 01-2016 be amended to add the following:

19.4 If the proposed subject matter of any potential delegation is under the jurisdiction of an established Committee, Sub-Committee or Ad Hoc Committee of Council or an existing Local Board, the Clerk may encourage that delegation to first address the appropriate Committee, Sub-Committee or Ad Hoc Committee of Council or Local Board before bringing the matter to Committee of the Whole or Council.

PASSED this day of , 2016.

Mayor

Clerk

TOWNSHIP OF WOOLWICH
COUNCIL AND INFORMATION SERVICES DEPARTMENT
ENFORCEMENT SERVICES DIVISION

May 17, 2016

To: Mayor Shantz and Members of Council
From: Val Hummel, Director/Clerk
Re: Contracted Enforcement Services (Shelley Hinsperger)
File: P01/Enforcement

Both of the Township's two full-time Enforcement Officers are currently on leave and unable to work for health-related reasons. Staff has started the recruitment process for a contract Junior Enforcement Officer and the job posting closes May 20th. The Senior Enforcement Officer is on sick leave until approximately June 10th and will be re-assessed at that time.

Shelley Hinsperger approached the Township to offer enforcement services on a contracted basis. She is a retired police officer and has substantial enforcement experience and knowledge. She has excellent credentials and references and is available immediately on a part-time basis to handle enforcement complaints. Ms. Hinsperger would focus on prioritized calls that require immediate action such as dog bite investigations and health and safety matters. She would also help to train specially appointed enforcement officers on ticket-writing procedures, and advise municipal staff on enforcement issues.

Staff believes that entering into a contract with Ms. Hinsperger would benefit the Township and its residents by allowing the Enforcement Services Division to continue operating on a limited basis until staffing issues are resolved. If Council supports the arrangement, an appointment by-law is on tonight's agenda to give Ms. Hinsperger the authority to enforce by-laws. This position can be covered by the Enforcement Services full-time salaries account.

TOWNSHIP OF WOOLWICH

BY-LAW NUMBER __-2016

**A BY-LAW TO PROVIDE FOR THE APPOINTMENT OF A
MUNICIPAL LAW ENFORCEMENT OFFICER,
ANIMAL CONTROL OFFICER AND PROPERTY STANDARDS
OFFICER FOR THE TOWNSHIP OF WOOLWICH
(Contracted Service)**

WHEREAS Section 15(1) of the Police Services Act, R.S.O. 1990, Chapter P.15 provides that a municipal council may appoint persons to enforce the by-laws of the municipality;

AND WHEREAS Section 15(2) of the Police Services Act R.S.O. 1990, Chapter P.15 provides that Municipal Law Enforcement Officers are peace officers for the purpose of enforcing municipal by-laws;

AND WHEREAS the Council of the Corporation of the Township of Woolwich deems it expedient to appoint Municipal Law Enforcement Officers to enforce the by-laws of the municipality;

AND WHEREAS under authority of Section 11 of the Municipal Act S.O. 2001, the Council of the Corporation of the Township of Woolwich has passed an Animal Control By-law which sets out that Council may appoint an Animal Control Officer to carry out the provisions of the By-law;

AND WHEREAS under authority of Section 15.1(3) of the Building Code Act, the Council of the Corporation of the Township of Woolwich has passed a Property Standards By-law which sets out that Council shall appoint a Property Standards Officer to carry out the provisions of the by-law;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP ENACTS AS FOLLOWS:

1. That **Shelley Hinsperger** be appointed as a Municipal Law Enforcement Officer, Animal Control Officer and Property Standards Officer for the Township of Woolwich.

PASSED this 17th day of May, 2016.

Mayor

Clerk

TOWNSHIP OF WOOLWICH

BY-LAW NUMBER **-2016

**A BY-LAW TO CONFIRM ALL ACTIONS
AND PROCEEDINGS OF THE COUNCIL**

THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF WOOLWICH ENACTS AS
FOLLOWS:

All actions and proceedings of the Council taken at its meeting held on:

May 10, 2016
May 17, 2016

except those taken by By-law and those required by law to be done by resolution, are hereby sanctioned, ratified and confirmed as though set out herein provided, however, that any member of this Council who has dissented from any action or proceeding or has abstained from discussion and voting thereon shall be deemed to have dissented or abstained, as the case may be, in respect of this By-law as it applies to such action or proceeding.

PASSED this day of , 2016.

Mayor

Clerk

Administration

Office of the Regional Clerk

1815 Sir Isaac Brock Way, PO Box 1042, Thorold, ON L2V 4T7

Telephone: 905-685-4225 Toll-free: 1-800-263-7215 Fax: 905-687-4977

www.niagararegion.ca

May 9, 2016

The Honourable Dr. Jane Philpotts
 Health Canada
 70 Colombine Driveway
 Tunney's Pasture
 Ottawa, ON K1A 0K9

Sent via email:
hon.jane.philpott@canada.ca

The Honourable Dr. Eric Hoskins
 Ministry of Health and Long Term Care
 10th Floor, Hepburn Block
 80 Grosvenor Street
 Toronto, ON M7A 2C4

Sent via email:
ehoskins.mpp@liberal.ola.org

RE: Lyme Disease
Minute Item 9.3, CL 6-2016, April 28, 2016

Dear Ministers:

Regional Council at its meeting held on April 28, 2016, passed the following resolution:

Whereas the number of cases of ticks positive for Lyme disease is increasing throughout Ontario and specifically in Niagara Region;

Whereas the laboratory testing for and diagnosis of Lyme disease is sub-optimal;
 and

Whereas there are chronic sufferers of long term consequences of this disease.

NOW THEREFORE BE IT RESOLVED:

1. That Niagara Region **REQUEST** the Province of Ontario to increase funding for research aimed to enhance the testing for Lyme disease;
2. That Niagara Region **REQUEST** the Government of Canada to increase funding for research aimed to enhance the testing for Lyme disease and determine better treatment for long term outcomes of Lyme disease;
3. That this resolution **BE FORWARDED** to all Municipalities in Ontario for their endorsement; and
4. That this resolution **BE FORWARDED** to the Premier of Ontario, the Minister of Health and local Members of Provincial Parliament.

.../2

The Hon. Dr. J. Philpotts and
The Hon. Dr. E. Hoskins
Lyme Disease
May 9, 2016
Page 2

Please do not hesitate to contact me should you have any questions.

Yours truly,



Ralph Walton
Regional Clerk

cc: The Honourable K. Wynne, Premier of Ontario *Sent via email: kwynne.mpp@liberal.ola.org*
W. Gates, MPP (Niagara Falls) *Sent via email: w gates-co@ndp.on.ca*
The Honourable R. Nicholson, MP (Niagara Falls) *Sent via email: rob.nicholson@parl.gc.ca*
T. Hudak, MPP (Niagara West) *Sent via email: tim.hudakco@pc.ola.org*
D. Allison, MP (Niagara West) *Sent via email: dean.allison@parl.gc.ca*
The Honourable J. Bradley, MPP (St. Catharines) *Sent via email: jbradley.mpp.co@liberal.ola.org*
C. Bittle, MP (St. Catharines) *Sent via email: chris.bittle@parl.gc.ca*
C. Forster, MPP (Welland) *Sent via email: cforster-op@ndp.on.ca*
V. Badawey, MP (Niagara Centre) *Sent via email: vance.badawey@parl.gc.ca*
All Ontario Municipalities *Sent via email*