



The Corporation of the County of Wellington

Planning Committee

Agenda

June 11, 2015

10:15 am

County Administration Centre

Keith Room

Members: Warden Bridge; Councillors Lennox (Chair), Alls, McKay, Watters

Pages

1. **Call to Order**
2. **Declaration of Pecuniary Interest**
3. **Delegation:**
 - 3.1 Mr. Lou Maieron, Resident, Town of Erin
Regarding Property Flooding and Tree Damage 2 - 9
 - 3.2 Mr. Richard Gorrie, President, Friends of Luther Marsh
Proposed Wilson Quarry Near Monck
4. **Financial Statements and Variance Projections as of May 31, 2015** 10 - 15
5. **2014 Land Use Performance Measures** 16 - 21
6. **Wilson Quarry OMB Settlement** 22 - 42
7. **Request for Support** 43 - 47
8. **Trans Canada Trail Update** 48 - 91
9. **9-1-1 Central Emergency Reporting Bureau (CERB) Renewal** 92 - 113
10. **Text with 9-1-1 (T9-1-1) Service Report** 114 - 115
11. **Closed Session**
(Agenda emailed under separate cover)
12. **Rise and Report**
13. **Adjournment**
Next meeting date September 10, 2015 or at the call of the Chair.





Gary Cousins

From: Lou Maieron <LouMaieron@hotmail.ca>
Sent: Saturday, May 02, 2015 7:48 AM
To: Gary Cousins
Subject: Re: request

Mr. Cousins:

Thank you for your answer.

To clarify, my concerns deals more with the death of trees on my property – the application of the Counties tree bylaw and the counties involvement in applying the bylaw fairly .

If I kill too many trees by cutting down healthy trees (I can cut down all the dead trees I want)– I would be paid a visit by your tree bylaw officer.

If the regrading of a neighbouring property to permit a subdivision combined with the installation of stormwater ponds so designed, so they have no receiving stream to discharge to, causes regular and extensive flooding and swamping of my property, so killing or causing tree toppling on my property – why am I solely responsible to clean up all the dead and toppled trees and furthermore create and solely fund a temporary outlet for this subdivision storm water & surface drainage run off to alleviate some of this problem? Why isn't the bylaw officer visiting the developers to have them stop this negative consequence ?

Additional to this, I have received regular visits from the County bylaw officer when other residential neighbours complain about my activities in cleaning up this dead tree problem caused by creation of the subdivision. The County has reacted to the residential neighbour complaints by dispatching your tree bylaw officer Mr. Giovanazzo – 5 times in total. Mr. Giovanazzo has issued a letter stating that I have not violated the bylaw – perhaps eluding to the flooding problem – can't recall.

The problem persists with more live trees toppled over this spring (2015) – ergo my request for you to come for a visit – see for yourself – a pictures worth a thousand words. On the visit I could show you all the extensive temporary trenching we have had to do at personal expense to develop a partial solution to this subdivision imposed flooding problem. I would avail yourself of the opportunity.

Please put me on the May Planning Agenda, include all recent email correspondences between us regarding this issue, as well as Mr. Giovanazzo's letter. If you could have a few aerial shots of our property and the Erin brook subdivision available for the committee to view, that would be appreciated. If they could be loaded on the screen – that would facilitate my speaking to the matter. A large overview of the 2 properties and few close ups of the property boundary and the storm water ponds would suffice. If you could have staff email me some photo's. I could ensure we are looking at the right areas.

Please avail yourself of my invitation to visit prior to the planning meeting.

Thank you and regards

Lou Maieron

From: Gary Cousins
Sent: Friday, May 01, 2015 10:20 AM
To: Lou Maieron
Cc: Scott Wilson ; Donna Bryce
Subject: RE: request

Lou

We have been over this before. I don't think I can help you. The county did not approve the plan – the OMB did although we helped implement it on the Board's behalf. The storm water facilities are the Town's and you need to see them. If you want to be a delegation at Planning committee that is your right. You know to contact Donna Bryce for that. I am sorry that I cannot help you.

Gary

From: Lou Maieron [mailto:LouMaieron@hotmail.ca]
Sent: Wednesday, April 29, 2015 11:02 AM
To: Gary Cousins
Subject: request
Importance: High

Mr. Cousins:

On a few occasions over the past 6 months or so, I have requested that you please come and take a look at the flooded areas (SWAMPING) & new unwanted water discharges on our farm Silver Creek Aquaculture Inc.

The request was prompted by on going neighbour complaints to the County Tree By law officer – Mr. Giovanazzo, who has visited the farm on numerous occasions and you are aware of the latest letter he has provided me in this regard.

The flooding causes me many problems – one is, that large areas of previously dry land – pre Erin Brook subdivision development, are now very swampy, this causes trees to drown or topple over in wind storms– as well as other more significant flooding issues to my home and farm. Cleaning up these dead/fallen trees has caused neighbour complaints to be launched to the County. so I am doubly victimized.

To minimize this flooding – at significant personal expense, I have had to create temporary ditching – to provide these new unwanted water sources from the Erin Brook subdivision an outlet to a receiving stream – so the water does not continue to accumulate with no way out, creating the swamping condition, which has caused the tree destruction. The County has assumed the responsibility for tree protection. Why should I be solely responsible to incur all the costs for these remedial actions - driven by a poor plan of subdivision?

I believe the County was the approval authority for the Erin Brook plan of subdivision. I do not think it is good planning to allow a developer to place storm water ponds right next to my property line and then make me solely responsible financially and otherwise to have to address all this new discharges (new spring & storm water sewage). All of which were not present prior to the subdivision being built.

Flooding and new water discharges most likely occurs because of the considerable land grading that occurred to build the subdivision - now drives rainfall and runoff in my direction. I believe this constitutes a contravention of the "Drainage act ". Given these concerns, I recall that you come on site and take a look for yourself a few years ago, during a flooding situation.

I have also asked that pursuant to this next visit – I present my concerns to the planning committee. To date I have not received a reply to my request for your visit or to place me as a delegation on an upcoming planning agenda.

Please reply & advise – as I would want to resolve this matter amicably.

Lou Maieron
County Taxpayer

Gary Cousins

From: Lou Maieron <LouMaieron@hotmail.ca>
Sent: Thursday, November 13, 2014 12:49 PM
To: Gary Cousins
Subject: Fw: Photos of drowned trees

Let me know if you get the photos this time. Karen

From: [Lou Maieron](#)
Sent: Wednesday, November 05, 2014 11:17 AM
To: [Gary Cousins](#)
Subject: Photos of drowned trees

Mr. Cousins – Thank you for your letter of Oct. 23 regarding flooding and tree loss.

To update your understanding, there is NO matter before the courts between Lou Maieron, Karen Jeffrey and/or Silver Creek Aquaculture and the Town of Erin regarding drainage issues. There is a matter before the courts with respect to payment of the developers property taxes by us.

It is fairly obvious from these photographs that the tree loss is due to new sources of ground water resulting in flooding which inundates our property and forest, because these new sources of groundwater have no discharge to a stream or watercourse. Certainly this was not the intent of the subdivision plan, the CVC or the MOE. We believe that these new sources of groundwater discharge have resulted from the significant re-grading of the adjacent property to allow for the subdivision. This re-grading has driven groundwater and surface waters to our property boundary line apparently with no plan for these waters to reach a discharging stream, so the water ponds up, causes flooding and tree death or tree tip overs.

Since Mr. Maieron is not returning as Mayor or County Councillor, we request that you come visit our property, before the snow flies, and visit the adjacent Leenders' property as well where on both properties there are significant wasteful discharges of groundwater resources to no receiving water body.

As you can see from the photographs there has been extensive work done by us to provide a temporary drain to this new ground water source, so providing a minimal outlet for this new water to an existing stream (watercourse). On your visit you will witness that in this situation, this new groundwater source crosses the property line from Block 57. This new drain, constructed this year, is one of 3 or 4 temporary new drains that we have had to construct over the past 10 years to spare our home and farm and forest from flooding impacts.

In all, this is a significant waste of precious groundwater resources – surely the subdivision plan did not suggest dumping groundwater on the neighbour with no receiving water course to accept it. All this new water causes significant tree damage, either by drowning the trees or by softening the soil so much that they tip over – see photographs. We believe that the County, specifically the planning department has an interest in maintaining forests and woodlots. These new water discharges are a significant threat to our woodlot. Without our drainage attempts the whole woodlot would be flooded out.

Please advise when you are contemplating coming for a visit.

Yours sincerely,

Karen Jeffrey

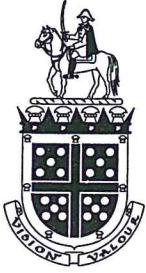


Drowning woodlot Silver Creek Aquaculture

[VIEW SLIDE SHOW](#) [DOWNLOAD ALL](#)

This album has 21 photos and will be available on SkyDrive until 2015-02-03.





COUNTY OF WELLINGTON

PLANNING AND DEVELOPMENT DEPARTMENT
GARY A. COUSINS, M.C.I.P., DIRECTOR
T 519.837.2600
T 1.800.663.0750
F 519.823.1694

ADMINISTRATION CENTRE
74 WOOLWICH STREET
GUELPH ON N1H 3T9

October 23, 2014

Ms. Karen Jeffrey
Silver Creek Aquaculture Inc,
8 Mountainview Crescent
Erin, ON NOB 1T0

Dear Ms. Jeffrey

RE: Flooding and Tree Loss

I have reviewed your September 5, 2014 letter to me and additional information emailed the next day. It is my understanding that there is an issue before the courts between the Town and Mr. Maieron and yourself, related to the drainage issue. As you appear to believe tree damage is directly related to the flooding issue, I do not feel I can make any comments on behalf of the County.

I am sure you are aware that Mr. Giovinazzo, the County's Forest Conservation Officer visited your property on June 20, 2014 and found no violations of the tree bylaw.

Sincerely,

A handwritten signature in dark ink, appearing to read "Gary Cousins", with a long horizontal flourish extending to the right.

Gary Cousins, MCIP
Director of Planning



COUNTY OF WELLINGTON

COMMITTEE REPORT

To: Chair and Members of the Planning Committee
From: Ken DeHart, County Treasurer
Date: Thursday, June 11, 2015
Subject: **Planning Financial Statements and Variance Projections as of May 31, 2015**

Background:

This report is respectfully submitted in accordance with the County's Budget Variance Reporting policy, and provides a first projection to year-end based on expenditures and revenues to May 31, 2015 for the Planning Department.

Planning

- A portion of the a Provincial funding grant for Source Water Protection has been received with corresponding expenditures under purchased services, no variance is anticipated
- Municipal recoveries are below budget at this time, projected to be close to targeted levels by year end.
- User fees and charges are ahead of budget , if this trend were to continue a small positive variance would result
- Supplies, materials and equipment are under budget, no variance is anticipated
- Purchased Services are well under budget as legal fees and expenditures related to property mapping, County forests and rail-trails projects are expected later in the year - any variances related to mapping, forests or trails will be transferred to or from the reserves at the end of the year and no net variance is expected from these items
- Transfer payments are under spent to date – additional payments to the Grand River Conservation Authority for the Rural Water Quality Programme and funding of the Risk Management Officer will be made later this year. The remaining amount pertains to the Local Trail funding (\$150,000). Any amounts not transferred to fund these projects will be transferred to a reserve at the end of the year to allow for funding in future years. No significant variance is expected.

The Planning budget is expected to have a surplus of \$20,000 at year-end.

Green Legacy

- Sales revenues are below the budgeted level a minor variance may occur
- Salaries, wages and benefits are ahead of budget at this time as seasonal staff are brought in the spring and summer months, this is just timing of expenditures and should be on budget at year-end
- Supplies, materials and equipment and purchased services are under budget at this time, the majority of spending will take place during the summer months.

The Green Legacy budget is expected to have a variance in the range of +/- \$10,000 at year end.

Emergency Management

- Salaries, wages and benefits are on budget, no variance is anticipated
- Purchased services are tracking ahead of budget at this time as the payment for the 911 contract has been made for the year and the emergency radio equipment rental costs have been incurred
- Transfer payments includes amounts paid to date for the Fire Training officer, no variance is expected

The CEM budget is on target at the end of May. No significant variance is anticipated.

Capital

- The work on the Trans Canada Trail has been tendered and will continue throughout the summer, and is expected to be completed within budget.
- Staff continues to work with Watson and Associates to update the Official Plan and growth forecast.

The overall Planning budget appears to be on target at the end of May. Best case scenario would result in a surplus of \$10,000 to \$30,000 at year-end. Staff will report back to committee in the fall to update the year-end projections.

Recommendation:

That the Financial Statements and Variance Projections as of May 31, 2015 for the Planning Department be approved.

Respectfully submitted,



Ken DeHart, CPA, CGA
County Treasurer



County of Wellington
Planning
Statement of Operations as of
31 May 2015

	Annual Budget	May Actual \$	YTD Actual \$	YTD Actual %	Remaining Budget
Revenue					
Grants and Subsidies	\$28,000	\$0	\$15,000	54%	\$13,000
Municipal Recoveries	\$35,000	\$3,400	\$12,290	35%	\$22,710
User Fees & Charges	\$250,000	\$12,890	\$111,360	45%	\$138,640
Other Revenue	\$0	\$0	\$8,597	0%	\$(8,597)
Internal Recoveries	\$500	\$0	\$333	67%	\$167
Total Revenue	\$313,500	\$16,290	\$147,580	47%	\$165,920
Expenditures					
Salaries, Wages and Benefits	\$1,588,000	\$128,644	\$649,864	41%	\$938,136
Supplies, Material & Equipment	\$36,800	\$3,486	\$11,921	32%	\$24,879
Purchased Services	\$298,100	\$24,114	\$90,251	30%	\$207,849
Transfer Payments	\$740,000	\$242,961	\$242,961	33%	\$497,039
Internal Charges	\$6,100	\$260	\$1,636	27%	\$4,464
Total Expenditures	\$2,669,000	\$399,465	\$996,633	37%	\$1,672,367
NET OPERATING COST / (REVENUE)	\$2,355,500	\$383,175	\$849,054	36%	\$1,506,446
Transfers					
Transfers from Reserves	\$(20,000)	\$0	\$0	0%	\$(20,000)
Total Transfers	\$(20,000)	\$0	\$0	0%	\$(20,000)
NET COST (REVENUE)	\$2,335,500	\$383,175	\$849,054	36%	\$1,486,446



County of Wellington

01-June-2015

Planning

Capital Work-in-Progress Expenditures By Departments

All Open Projects For The Period Ending May 31, 2015

	LIFE-TO-DATE ACTUALS						
	Approved	May	Current	Previous		% of	Remaining
	Budget	Actual	Year	Years	Total	Budget	Budget
Trans Canada Trail	\$395,300	\$0	\$21,328	\$0	\$21,328	5 %	\$373,972
Official Plan Update	\$40,000	\$0	\$1,674	\$25,694	\$27,368	68 %	\$12,632
Total Planning	\$435,300	\$0	\$23,002	\$25,694	\$48,696	11 %	\$386,604



County of Wellington
Green Legacy
Statement of Operations as of
31 May 2015

	Annual Budget	May Actual \$	YTD Actual \$	YTD Actual %	Remaining Budget
Revenue					
Sales Revenue	\$500	\$0	\$66	13%	\$434
Other Revenue	\$1,500	\$0	\$0	0%	\$1,500
Total Revenue	\$2,000	\$0	\$66	3%	\$1,934
Expenditures					
Salaries, Wages and Benefits	\$475,800	\$59,716	\$215,785	45%	\$260,015
Supplies, Material & Equipment	\$101,100	\$16,493	\$32,159	32%	\$68,941
Purchased Services	\$77,000	\$5,203	\$17,395	23%	\$59,605
Insurance & Financial	\$9,100	\$0	\$9,118	100%	\$(18)
Internal Charges	\$5,000	\$1,505	\$1,526	31%	\$3,474
Total Expenditures	\$668,000	\$82,917	\$275,982	41%	\$392,018
NET OPERATING COST / (REVENUE)	\$666,000	\$82,917	\$275,916	41%	\$390,084
NET COST (REVENUE)	\$666,000	\$82,917	\$275,916	41%	\$390,084



County of Wellington
Emergency Management
Statement of Operations as of
31 May 2015

	Annual Budget	May Actual \$	YTD Actual \$	YTD Actual %	Remaining Budget
Expenditures					
Salaries, Wages and Benefits	\$277,700	\$48,752	\$118,238	43%	\$159,462
Supplies, Material & Equipment	\$8,500	\$402	\$4,540	53%	\$3,960
Purchased Services	\$176,500	\$22,100	\$106,680	60%	\$69,820
Transfer Payments	\$141,000	\$29,388	\$29,388	21%	\$111,612
Insurance & Financial	\$2,000	\$0	\$1,984	99%	\$16
Total Expenditures	\$605,700	\$100,642	\$260,829	43%	\$344,871
NET OPERATING COST / (REVENUE)	\$605,700	\$100,642	\$260,829	43%	\$344,871
NET COST (REVENUE)	\$605,700	\$100,642	\$260,829	43%	\$344,871



COUNTY OF WELLINGTON

COMMITTEE REPORT

To: Chair and Members of the Planning Committee
From: Mark Paoli, Manager of Policy Planning
Date: Wednesday, June 11, 2014
Subject: **2014 Land Use Performance Measures (PD-2015-17)**

Background:

The province requires municipalities to report on a number of performance measures on an annual basis. The County reports these measures in one report submitted by Administration, Finance and Personnel Committee to Council. Each department prepares a report on its area of interest. Land use planning performance measures for the year 2014 are attached.

Overall, 81 % of building permits issued for new residential units in Wellington County in 2014 took place in settlement areas, up from 71% in 2013. The addition of land to Rockwood to accommodate a new school and church site was more than offset by a broader reduction in settlement areas under the Official Plan 5-Year Review (OPA 81) which corrected a number of hamlet and urban centre boundaries. The net result was the addition of approximately 75 hectares of agricultural land.

While performance measures is not intended for building permit trend analysis, we note that the 326 permits issued for new residential units in 2014 is the rebound that we anticipated from last year's 250, and is more in line with long term trends.

Recommendation:

That Report PD 2015-17 be received for information.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Mark Paoli'.

Mark Paoli
Manager of Policy Planning

COUNTY OF WELLINGTON

2014 PERFORMANCE MEASURES

Land Use Planning

Planning and Development Department

May 26, 2015

WELLINGTON COUNTY PERFORMANCE MEASURES – YEAR 2014

Building Permits Issued for New* Dwellings in 2014 County of Wellington and Member Municipalities

Lines 8170-8175

Centre Wellington

	Single Detached Dwelling	Semi Detached Dwelling	Row house	Apartment in apartment building/condo	Total
Settlements					
Belwood	3	0	0	0	3
Elora/Salem	31	0	8	0	39
Fergus	39	0	15	55	109
Subtotal	73	0	23	55	151
Rural Areas	16	0	0	0	16
Total	89	0	23	55	167
	Line 8171	Line 8172	Line 8173	Line 8174	Line 8175
% in Settlements	82%	0%	100%	100%	90%

Erin

	Single Detached Dwelling	Semi Detached Dwelling	Row house	Apartment in apt building/condo	Total
Settlements					
Erin Village	2	0	0	0	2
Hillsburgh	1	0	0	0	1
Cedar Valley	1	0	0	0	1
Crewson's Corners	6	0	0	0	6
Subtotal	10	0	0	0	10
Rural Areas	11	0	0	0	11
Total	21	0	0	0	21
	Line 8171	Line 8172	Line 8173	Line 8174	Line 8175
% in Settlements	48%	n/a	n/a	n/a	48%

Guelph/Eramosa Township					
	Single Detached Dwelling	Semi Detached Dwelling	Row house	Apartment in apt building/condo	Total
Settlements					
Rockwood	28	0	16	0	44
Eden Mills	1	0	0	0	1
Subtotal	29	0	16	0	45
Rural Areas	3	0	0	0	3
Total	32	0	16	0	48
	Line 8171	Line 8172	Line 8173	Line 8174	Line 8175
% in Settlements	91%	n/a	100%	n/a	94%
Mapleton					
	Single Detached Dwelling	Semi Detached Dwelling	Row house	Apartment in apt building/condo	Total
Settlements					
Drayton	11	0	7	0	18
Moorefield	0	0	0	0	0
Rothsay	2	0	0	0	2
Subtotal	13	0	7	0	20
Rural Areas	5	0	0	0	5
Total	18	0	7	0	25
	Line 8171	Line 8172	Line 8173	Line 8174	Line 8175
% in Settlements	72%	n/a	100%	n/a	80%
Minto					
	Single Detached Dwelling	Semi Detached Dwelling	Row house	Apartment in apt building/condo	Total
Settlements					
Clifford	2	0	0	0	2
Harriston	5	0	0	0	5
Palmerston	4	4	0	0	8
Subtotal	11	4	0	0	15
Rural Areas	6	0	0	0	6
Total	17	4	0	0	21
	Line 8171	Line 8172	Line 8173	Line 8174	Line 8175
% in Settlements	65%	100%	n/a	n/a	71%

Puslinch					
	Single Detached Dwelling*	Semi Detached Dwelling	Row house	Apartment in apt building/condo	Total
Settlements					
Aberfoyle	1	0	0	0	1
Morrison	0	0	0	0	0
Subtotal	1	0	0	0	1
Rural Areas	20	0	0	0	20
Total	21	0	0	0	21
	Line 8171	Line 8172	Line 8173	Line 8174	Line 8175
% in Settlements	5%	n/a	n/a	n/a	5%
Wellington North					
	Single Detached Dwelling	Semi Detached Dwelling	Row house	Apartment in apt building/condo	Total
Settlements					
Mount Forest	10	2	3	0	15
Arthur	8	0	0	0	8
Subtotal	18	2	3	0	23
Rural Areas	0	0	0	0	0
Total	18	2	3	0	23
	Line 8171	Line 8172	Line 8173	Line 8174	Line 8175
% in Settlements	100%	100%	100%	n/a	100%
Wellington County					
	Single Detached Dwelling	Semi Detached Dwelling	Row house	Apartment in apt building/condo	Total
All Settlements	155	6	49	55	265
Rural Areas	61	0	0	0	61
Total	216	6	49	55	326
	Line 8171	Line 8172	Line 8173	Line 8174	Line 8175
% in Settlements	72%	100%	100%	100%	81%
* Notes: New dwellings exclude dwelling units that are replacement dwellings that were demolished in same calendar year. New accessory apartments are not included.					

WELLINGTON COUNTY PERFORMANCE MEASURES – YEAR 2014
AGRICULTURAL LAND PRESERVED

OFFICIAL PLAN AMENDMENT	LOCAL MUNICIPALITY	PURPOSE OF AMENDMENT	AGRICULTURAL LAND (LOST) OR GAINED IN COUNTY OFFICIAL PLAN [hectares]
OPA 81	Centre Wellington	5-Year Review of the Official Plan which included Hamlet and Urban Centre boundary corrections.	9.6
	Erin		0.0
	Guelph/Eramosa		27.1
	Mapleton		26.4
	Minto		2.1
	Wellington North		25.6
	Puslinch		-3.7
	Puslinch		87.1
OPA 88	Guelph/Eramosa	To expand the Rockwood Urban Centre to permit a new elementary school and future church site	(12.0)
TOTAL			75.1

OVERALL AREA (HECTARES) AND PERCENTAGE OF AGRICULTURAL LAND PRESERVED
Over the Year 2014 and Over the Period 2000 to 2014

Municipality	Agricultural Land	Agricultural Land	Agricultural Land	% Preserved	% Preserved
	Jan. 1, 2000	Jan. 1, 2014	Dec. 31, 2014	Jan. 1, 2000 to Dec. 31, 2014	Jan. 1 to Dec. 31, 2014
Centre Wellington	38,450	37,949	37,959	98.70%	100.03%
Erin	28,906	28,716	28,716	99.34%	100.00%
Guelph-Eramosa	28,072	27,960	27,975	99.60%	100.05%
Mapleton	51,035	50,991	51,017	99.91%	100.05%
Minto	29,301	29,257	29,259	99.85%	100.01%
Wellington North	48,916	48,922	48,948	100.01%	100.05%
Puslinch	20,658	20,611	20,607	99.77%	99.98%
TOTAL	245,338	244,406	244,481	99.65%	100.03%

Notes:

1. Agricultural land is taken from the Wellington County Official Plan and includes Prime Agricultural Area Secondary Agricultural Area and Greenland Areas.

2. Calculation of % Preserved:

$\frac{\text{Designated Agricultural Land End of Period}}{\text{Designated Agricultural Land Start of Period}} \times 100$

Designated Agricultural Land Start of Period

WELLINGTON COUNTY PERFORMANCE MEASURES – YEAR 2014
SETTLEMENT AREA

MUNICIPALITY	LINE 8167 Settlement Area as of Dec 31, 2014 (ha)	Line 8168 Change in Settlement Area since Jan 1, 2014 (ha)
Centre Wellington	2,511	-10
Erin	1,389	0
Guelph/Eramosa	871	-15
Mapleton	1,123	-26
Minto	1,118	-2
Wellington North	1,492	-26
Puslinch	639	4
WELLINGTON COUNTY PERFORMANCE MEASURES – YEAR 2014	9,143	-75



COMMITTEE REPORT

To: Chair Lennox and Members of the Planning Committee
From: Mark Van Patter, Manager of Planning and Environment
Date: Thursday, June 11, 2015
Subject: **Wilson Quarry OMB Settlement (PD2015-18)**

Introduction/Overview:

When the County of Wellington Official Plan was approved, in part, by the Ministry of Municipal Affairs and Housing (MMAH) on April 13, 1999, there were several areas of 'Non-Decision'. These have been identified as Deferrals on the Wellington Official Plan Schedules. One of the properties which was deferred ("Non-Decision No. 1 (h)") is the subject lands for applications to establish the proposed Wilson Quarry.

The Wilson Quarry applications were originally made in 1991 and then, appealed by the applicant in 2007 to the Ontario Municipal Board (OMB). Three applications are still before the Board awaiting decision: (1) proposed application for "further approval" of the County Official Plan (effectively an official plan amendment); (2) proposed zoning amendment; (3) proposed license under the Aggregate Resources Act.

Since the commencement of the OMB appeal process, these applications have been the subject of a lengthy multi-disciplinary study, agency and peer review process to assess their suitability and environmental acceptability. This process and the resulting proposed planning and license approval instruments are described in this report. Based on this process, the applicant is now proposing to bring these proposed planning and licensing approval documents forward to the Ontario Municipal Board for approval.

The effect of proposed official plan amendment would be to:

- add the Mineral Aggregate Area designation to provide for the establishment of a new quarry; and
- add Policy Area PA 6-9 to the local policies of the Official Plan, to require extraction below 488 metres (asl) in certain specified portions of the subject property to occur by subaqueous technology and prohibit dewatering in those same specified portion for quarrying below this elevation.

The effect of the proposed zoning amendment, site plan drawings license conditions would be to establish detailed, legally binding requirements and restrictions related to the construction, operation, monitoring and rehabilitation of the proposed quarry.

The purpose of this report is to provide: (1) provide an overview of the quarry proposal and associated applications; (2) a description of the planning process, environmental study and peer review completed for these applications; and (3) my planning opinion and recommendation with respect to the quarry proposal and associated proposed approval instruments. The report also includes three key documents for consideration by Planning Committee and Council with respect to this matter:

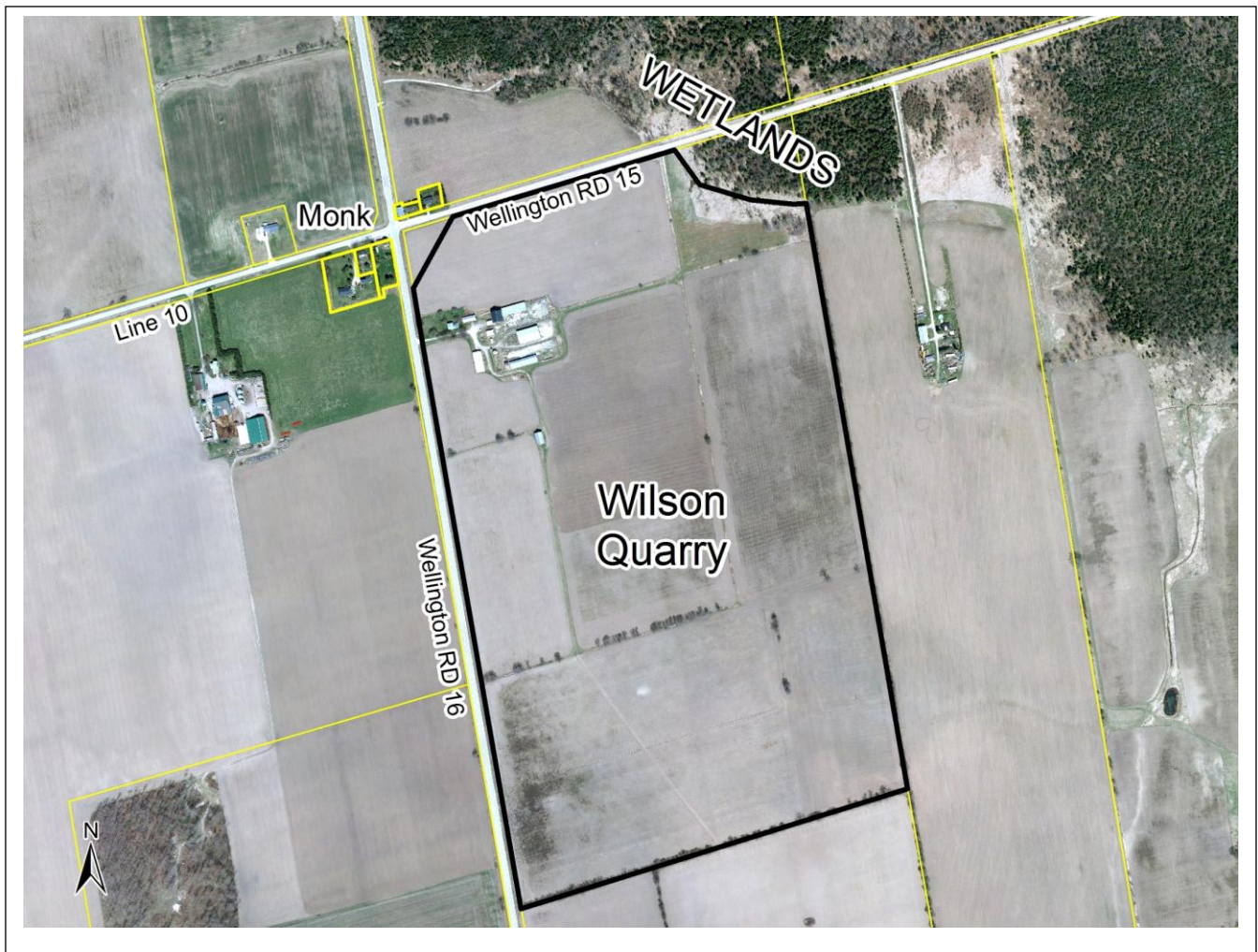
1. Draft Official Plan Amendment (Attachment 1, pg. 9)
2. Draft Zoning By-law Amendment (Attachment 2, pg. 11)
3. Draft Minutes of Settlement (Attachment 3, pg. 15)

Location:

The subject property is located at the southeast corner of Monk in Lot 10, Concession 10, Geographic Township of West Luther – now part of amalgamated Township of Wellington North. The proposed quarry is just below a broad band of wetlands north and south of Wellington Road 15, running east to Luther Marsh. Most of the wetlands and marsh are owned by the Grand River Conservation Authority.



The quarry is immediately southeast of the intersection of Wellington Roads 15 and 16. Located at Monk's corner is a small pioneer settlement, consisting of 4 dwellings, 1 small commercial use and a church. It is not designated Hamlet in the Official Plan. A landscaping triangle of 1.5 to 2.0 acres is to be left at Monk.



Background/Planning Process:

In February of 1991 the Applicant applied to the Township of West Luther for amendments to the Township's Official Plan ("Township OPA Application") and Zoning By-law, to permit the development of a dolostone quarry on a 150 acre farm parcel. While the Applicant provided a number of studies at the time, further study was required in a number of disciplines to support the application.

The Applicant also applied for a quarry license under the Aggregate Resources Act to extract 1 million tonnes of aggregate per year. The license approval process is administered by the Ministry of Natural Resources; license approval cannot be given until the planning approval for zoning is in place.

An informal open house meeting was hosted by the proponent at the Damascus community centre on March 20, 1997.

Effective January 1, 1999, the newly amalgamated municipality of the Township of Wellington North was created. The former Township of West Luther was one of four municipalities brought together in this new municipality.

A statutory meeting under the Planning Act was held by the Township of Wellington North on May 19, 1999 at the Arthur community centre with respect to the Township OPA application and zoning by-law amendment application. This meeting was very well attended and a number of concerns were voiced by the public that could not be sufficiently addressed by the proponent. The Township determined that a number of areas of further work were required.

As part of the April 13, 1999 approval of the Wellington County Official Plan, the designation on the Subject Property was identified as “Deferred” in the County Official Plan. The Approval Authority for areas of “non-decision” (i.e. deferred areas) is the Ministry of Municipal Affairs and Housing.

On July 2, 1999, the Township of Wellington North repealed its local Official Plans, including the West Luther Official Plan. Thus, the Official Plan that was the subject of the original Official Plan Amendment Application, no longer exists.

On May 3, 2007, the proponent appealed the Township’s and County’s failure to make decisions, respectively, on the Zoning By-law and Official Plan amendment. Pursuant to subsection 17(11) of the 1991 Planning Act, the Ministry of Municipal Affairs on June 22, 2007 referred the matter to the Ontario Municipal Board at the request of the applicant.

In 2010 the Courts approved an expansion of the municipal drain under the Drainage Act, required in order to facilitate dewatering activities at the proposed quarry. The Township of Wellington North was very involved in this.

Since 2007, the County of Wellington and the Grand River Conservation Authority have provided technical comments, and the applicant has conducted a series of additional technical studies in order to address hydrogeological and wetland issues as well as additional County concerns related to noise, vibration, traffic and dust issues. Peer reviews have been conducted on behalf of both the County and the GRCA with respect to the additional studies completed to address outstanding technical concerns.

Planning considerations:

The Aggregate Resource

The Ontario Geological Survey has prepared Paper 162 – Aggregate Resources Inventory of Wellington County (1999) (See Appendix I). Only one “Selected Bedrock Resource Area” is present in the north part of Wellington County. According to this document, “Deposit Number 1” is approximately 100 hectares in area and centered on the hamlet of Monk. “Deposit Number 1,” shown in light grey on Appendix I to this amendment, extends south of Monk, on both sides of County Road 16. The available information indicates that the selected bedrock resource in the Monk area is the Guelph formation and is a high quality resource. In this area, according the Aggregate Resource Inventory, bedrock is close to the surface, generally within 1 to 8 metres deep. The proposed Wilson Quarry is situated on Deposit Number 1. The Aggregate Resources Inventory identifies this bedrock resource as extending to the south and west of Lot 10, Concession 10 and on both sides of County Road 16, where the bedrock falls off from 8 to 15 metres below the surface.

Hydrogeological

The applicant has completed a series of hydrogeological investigations to characterize the site and its relationship with the provincially significant wetlands, both on-site and off-site to the north. These studies which included additional borehole installation, monitoring and modelling by the applicant, have been the subject of peer reviews completed by both the County and GRCA.

In late 2013 the applicant revised the extraction proposal to respond to continuing concerns raised by both County and GRCA peer reviewers with respect to potential impacts on adjacent and on-site wetlands. The revised proposal would require below-water Aggregate extraction (below 488 metres above sea level (asl)) in Stage 2 of Phase 2 of the site plans, to be completed utilizing subaqueous extraction methods. Deployment of this operational approach would avoid dewatering during this Phase of extraction operations, thereby significantly reducing potential impacts.

In addition, the Applicant has now agreed to extensive revisions to site plan notes and license conditions which establish required monitoring, triggers and contingency actions to further protect against potential impacts to groundwater resources and the on-site and adjacent Provincially Significant Wetlands.

The GRCA and County peer review concluded that sufficient information has been provided to demonstrate that well water interference as a result of quarrying activities is not predicted. Further, contingency provisions are in place, through site plan conditions, which establish the Applicant’s obligation to provide a replacement water supply in the unanticipated event of quarry impacts.

Based on the foregoing, the County peer reviewer and GRCA staff are now satisfied that extraction can proceed without adverse environmental impacts on ground and surface water impacts and on-site/adjacent Provincially Significant Wetlands.

Natural Environment

As discussed, an important related issue is the potential impacts of the quarry on provincially significant wetlands, located on adjacent lands in the northeast corner of the site, and offsite to the north across Wellington Road 15. These wetland areas are designated Core Greenlands in the Official Plan. Based on completed studies and revisions to site plan notes/license conditions, the County peer reviewer and GRCA staff are now satisfied that extraction can occur without impacts on the wetlands, as per the requirements of Section 2.1.8 of the Provincial Policy Statement. This is also based on the restrictions placed on the method of subaqueous extraction which ensure extraction will occur in Stage 2 of Phase 2 without water taking. Phase 2 of the proposed quarry is therefore being placed in a new Policy Area PA 6-9 in the Official Plan to require subaqueous extraction below 488 metres. The Core Greenlands designation will remain the same and be located outside of the Mineral Aggregate Area designation.

Archaeological Assessment

An Archaeological Assessment was completed in November 1999 by Parker Archaeological Consulting. The study found that there were no significant archaeological resources on site.

Extraction in Prime Agricultural Area

Complete agricultural rehabilitation is not required in this case as there is a substantial quantity of aggregate resources below the water table, and rehabilitation to agriculture is not feasible. There are no reasonable alternative locations for this resource in the area. The Guelph formation comes closest to the surface at Monk as can be seen on Schedule C of the County Official Plan. There are no other identified bedrock resources in the northern half of Wellington County.

Noise, Vibration and Dust Study

The limit of extraction is 30 metres from the property boundary. A church, residential use and a commercial use are located immediately across Wellington Roads 15 and 16, about 50 metres away from the extraction limit. Noise and vibration impacts studies were required, which demonstrated that the proposed quarry could be operated without adverse off-site noise, vibration, and dust/air quality impacts on these adjacent and nearby uses.

A noise and vibration assessment for the proposal was carried out on behalf of the Applicant by Rowan William Davies & Irwin Inc. (RWDI) in 1993. At the request of the County this study was updated September 21, 2005 by RWDI. Additional noise modelling was completed in 2014.

A peer review has been completed on behalf of the County by Valcoustics Canada Ltd. Based on this study, monitoring requirements, operational conditions and mitigation measures have been imposed through site plan conditions to the satisfaction of the County peer reviewer. Based on this, the County peer reviewer is satisfied that, provided compliance with proposed site plan drawings and notes is achieved, quarry operations will meet all Ministry of Environment Noise Standards and will not impose unacceptable adverse noise impacts on adjacent residential and other uses.

A Dust/air Quality Assessment was also conducted by RWDI on behalf of the Applicant. This study was also subject to peer review on behalf of the County by SENES Consultants Limited. Based on this study and peer review, on-going monitoring requirements, operational conditions and mitigation measures have been imposed through site plan conditions including the requirement that the operator of the quarry comply with a Dust Control Best Management Plan. Based on the foregoing, the County peer reviewer is satisfied that, provided compliance with proposed site plan drawings and notes is achieved, quarry operations will meet all Ministry of Environment air quality standards and will not impose unacceptable adverse dust or air quality impacts on adjacent residential and other uses including the County Road System.

In late October, 2014 a Blasting Impact Study was prepared by Explotech, that examined the existing land use on-site and in the surrounding area, as well as the proposed extraction operation. The study provides the initial blasting parameters for the site which will be monitored and revised based on the site specific data. Vibration and overpressure levels were established at the nearest sensitive receptor.

Explotech is of the opinion that the planned extraction can be carried out safely and within MOECC guidelines. The study includes a series of recommendations including a continuous review of blast designs to ensure compliance. The Blasting Study provisions have been included on the ARA site plans.

Wellington Road 16

The haul route is on Wellington Road 16, approximately half of the truck traffic going north to Highway 89 and half south through the Hamlet of Damascus to Wellington Road 109. The county road system is part of the major road system in Wellington County and as such is “... *expected to provide and serve high volumes of traffic including truck traffic*”(Section 12.5.3 (a), County Official Plan). There are no alternative haul routes with the capacity to handle the proposed truck traffic.

The Office of the County Engineer has design requirements for the entrance on Wellington Road 16. The original Transportation Study was done in June, 1996 by Henderson, Paddon and Associates. This was recently updated by WSP in June, 2014. The results are consistent with the earlier study. County Road 16 will be able to handle the proposed truck traffic.

A draft agreement has been prepared by the County requiring:

- the installation of an entrance on Wellington Road 16
- the installation of a slip-around lane and tapers
- entrance to be paved a minimum of 100 m.

The County would require that the agreement be placed on title and binding upon subsequent owners of the property.

Quarry Final Rehabilitation Plan

The after use of the quarry will be a lake with a depth of about 16 metres. It will be suitable habitat for bass and will contain some wetland areas. The rehabilitation plans (page 5) of the site plans is to be revised showing greater detail as recommended by the Grand River Conservation Authority. A future building site will be available at the north end of the subject lands with access on Wellington Road 15. Suitable access for emergency vehicles will be provided to the edge of the future lake, during and after the life of the quarry.

Other Applications

The applicant has applied to the Township of Wellington North for an associated zoning by-law amendment. The applicant has also applied to the Ministry of Natural Resources for a Category 2 (below the water table) Class "A" quarry license. Both of these applications are also under appeal at the Board. Comprehensive revisions have been made to the site plans to include recommendations of the various peer reviewers.

Involvement by the Public

There are two party's to the OMB hearing that represent the public. The first is the "Friends of Luther Marsh", which has had some involvement over the years. The second group consists of two residents of Monk – Mr. Gordon Trask and Mr. Roger Villeneuve - who made some verbal submissions during the pre-hearing.

The Friends of Luther Marsh have had little involvement with the agency parties – Township, County and Grand River Conservation Authority – in the technical review of the Wilson proposal. Their solicitor Ms. Virginia Maclean was given updates by the County solicitor from time to time. She is no longer working for the group.

The Friends group retained Dr. John Morton, who is a specialist in bedrock geology and hydrogeology. Stan Denhoed and I met with him and two members of the Friends last year. Mr. Denhoed updated them on hydrogeological work that had been done. Dr. Morton has prepared a report raising the possibility that quarrying activity could release pent-up stresses, causing bedrock movement. He recently attended a meeting at the County on May 13, 2015 to discuss this. As a result, Mr. Wilson's hydrogeologist is investigating equipment that could be used to monitor rock stress. In order to address Mr. Morton's concerns, the Mr. Wilson's planner is proposing to add two site plan notes.

Condition 1 would be altered to include a requirement to inspect all foundations on existing residences and buildings within 500 metres of the licenced area. This inspection would be done by a qualified individual and the foundation conditions documented and tabled with the MNRF.

Another condition would specify the number and location of monitoring devices and require the blasting operator to document the sound (dbl) and vibration (m/sec) of each blast.

During the last month the Friends of Luther Marsh have raised some more general concerns: aggregate need, prime farmland loss, truck traffic impacts and environmental impacts on Luther Marsh. It is my feeling that all of these issues have been addressed through the professional reports and their peer reviews.

I will be meeting with the group on June 7 to provide an overview of the County's review process and to answer questions.

Draft Minutes of Settlement

Draft Minutes of Settlement (MOS) have been prepared (**Attachment 3** to this report) and circulated to all parties to the OMB hearing on this matter. The MOS which would commit all signators (County, GRCA, Township and Wilson) to advising the Ontario Municipal Board that they support approval by the OMB of the OPA, zoning amendment, site plan drawings and notes and license conditions, in the form agreed to by the parties.

The Applicant, Mr. Wilson, has executed this document. The Grand River Conservation Authority passed a resolution in support of the MOS at their April 24 Board meeting, authorizing the Chief Administrative Officer to execute the final MOS (**Attachment 4**). The Township of Wellington North passed a resolution in support at their Council meeting of May 25, 2015 and authorizing execution of the MOS on behalf of the Township (**Attachment 5**).

PLANNING OPINION AND RECOMMENDATIONS:

I have been the planner on this file for the last 24 years. Factors which have contributed to unusual length of this application period include the extensive drilling and monitoring, required to gain a satisfactory understanding of the site's hydrogeology, along with the need to protect provincially significant wetlands on-site and off-site to the north.

During an 8-year pre-hearing process at the OMB, the applicant has carried out additional studies to address issues raised by the parties to the hearing. As outlined above, technical peer reviews of these studies have been carried out by independent experts on behalf of the County. Based on this, as well as input from experts at the Grand River Conservation Authority (GRCA), extensive revisions have been made to the quarry site plans to incorporate their requirements. Proposed approval instruments have been agreed to by the technical experts that incorporate the results of the study and peer review process.

One of the key requirements agreed to by the applicant is that Aggregate extraction in Phase 2 of the quarry, located on the northern portion of the property closest to Monk, must occur through the use of underwater extraction technology (i.e. no dewatering) to reduce impacts. Both the draft Official Plan and Zoning By-law amendments have been written to require this.

The GRCA, the peer reviewers and I are of the opinion that the proposed quarry approval instruments (Official Plan Amendment, zoning by-law amendment site plan drawings and notes, and license conditions) satisfactorily address all identified concerns. All of the issues identified during the peer review and study process have been addressed and negative impacts will be mitigated to acceptable levels which meet all applicable standards and regulatory requirements.

Based on my review of the relevant policies of the Growth Plan for the Greater Golden Horseshoe ("Growth Plan"), it is my opinion that the proposed official plan and zoning amendment conform to this policy document, including Section 4 ("Protecting What is Valuable"). I have reviewed the policies of the "Provincial Policy Statement", and find the proposed quarry to be consistent with the policies of Sections 2.1, 2.2, 2.3 and 2.5. Need for the resource does not have to be demonstrated. The extraction will take place in a manner which minimizes social, economic and environmental impacts. Overall, it is my opinion that approval of the proposed official plan amendment and zoning amendment would be consistent with the PPS 2014.

I have reviewed the policies of the Wellington County Official Plan and find that the proposed quarry is in conformity with the policies of Section 6.6.5 for New Mineral Aggregate Operations. The various matters under Section 6.6.5 have been considered and addressed by the proponent's studies and their peer reviews. I am also of the opinion that the policies of Section 6.6.9, Mining Below the Water Table, have also been satisfactorily been addressed.

Recommendation:

That the County of Wellington Council supports the draft Minutes of Settlement, Attachment 3 to this Report, with respect to the Ontario Municipal Board hearing for the proposed Wilson Quarry (PL070333) and its attached schedules, and the approval by the Ontario Municipal Board of the proposed Further Approval of Non-decision - Deferral Number 1(H) the County Of Wellington Official Plan, zone change application, Site Plans and license conditions which would permit the establishment of a quarry at lands described as Lot 10, Concession 10 Monk, Geographic Township of West Luther in the Township of Wellington North;

AND THAT Council hereby approves and authorizes the Warden and Clerk to execute final Minutes of Settlement in accordance with the draft Minutes subject to final wording, such Minutes of Settlement being satisfactory to the County Chief Administrative Officer and County Solicitor;

AND THAT Council authorizes legal counsel and appropriate County Staff to attend as necessary at the Ontario Municipal Board proceedings with respect to this matter in support of its position as set out in this resolution.

Respectfully submitted,



Mark Van Patter, RPP, MCIP
Manager of Planning and Environment

ATTACHMENT 1: DRAFT OFFICIAL PLAN AMENDMENT

DETAILS OF THE FURTHER APPROVAL

The Official Plan of the County of Wellington is hereby further approved as follows:

1. THAT Schedule A6 – Wellington North is further approved, with respect to lands located in Lot 10, Concession 10, Geographic Township of West Luther, as shown on Schedule "A" of this Further Approval by:
 - deleting the Deferred Area designation
 - adding the Mineral Aggregate Area designation
 - adding Policy Area PA 6-9 designation
2. THAT Section 9.7.2, Policy Areas for the Township of Wellington, is further approved by the addition of the following, new policy area:

“Policy Area PA 6-9 Wilson Quarry – Phase 2 Subaqueous Extraction

Policy Area PA 6-9 applies to the area identified within the hatched boundary line on Schedule “A” on lands in the Township of Wellington North described legally as North Part Lot 10, Concession 10, Geographic Township of West Luther.

Extraction of aggregate below the water table (below a depth of 488 metres) within Policy Area PA 6-9 shall only be permitted by using subaqueous methods that do not involve dewatering in order to protect provincially significant wetlands to the northeast, on-site and off-site. Notwithstanding the above, dewatering from outside of PA 6-9 may occur, as may be needed, to secure the processing plant area and to recharge the on-site wetland.

The boundary of the provincially significant wetland shall be further refined on-site, as required by the quarry site plan notes.

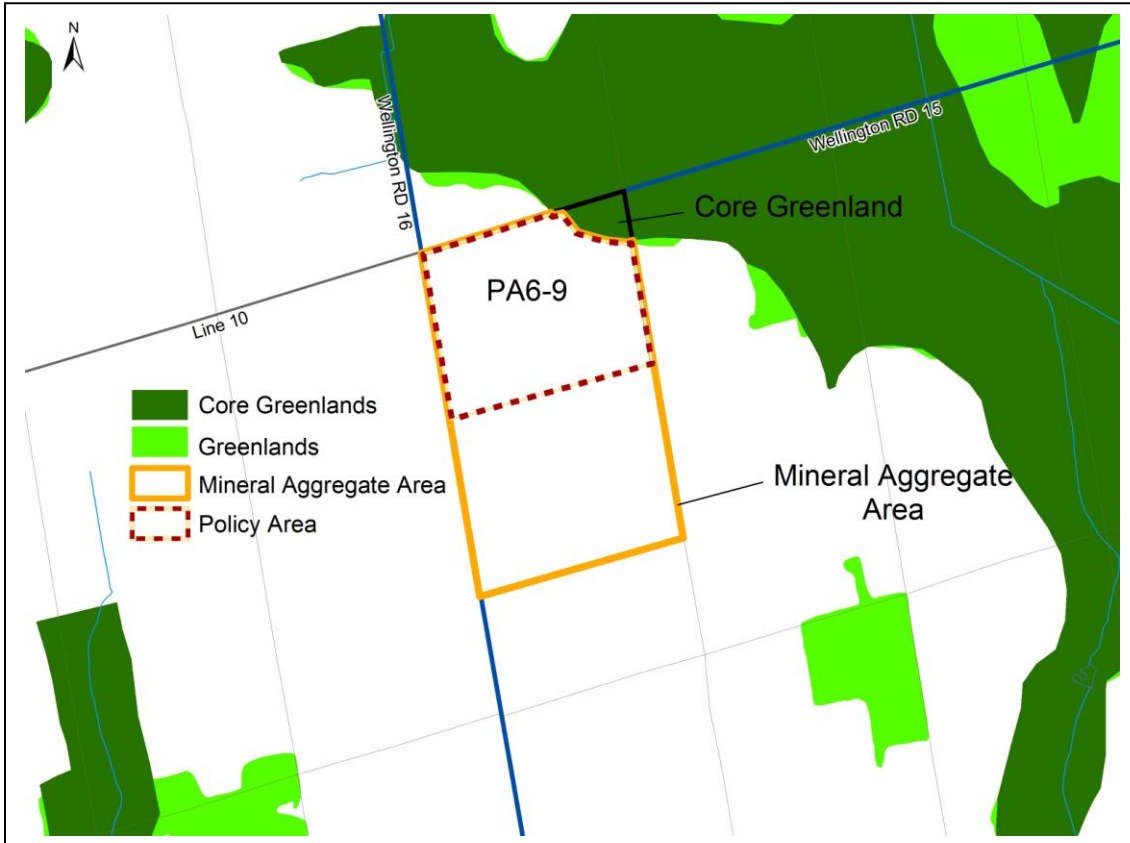
An amendment to the Township of Wellington North Zoning By-law shall be required prior to any extraction below the water table which requires dewatering for the purposes of extraction. Any such amendment to the zoning by-law must be supported by additional hydrogeological information, demonstrating that such water taking will have no adverse impact on the provincially significant wetlands. The Ministry of Natural Resources and Forestry, the Ministry of the Environment, the County of Wellington and the Grand River Conservation Authority shall be consulted on the adequacy of the hydrogeological and other environmental information and analysis provided in support of the rezoning application.

The zoning by-law of the Township of Wellington North is to be amended to implement the above policy.”

THE CORPORATION OF THE COUNTY OF WELLINGTON

SCHEDULE "A" OF

FURTHER APPROVAL OF DEFERRAL No. 1(h)



Deletion of the Deferred Area designation

Refinement of Wetland (Core Greenland designation)

Addition of the Mineral Aggregate Area designation

Addition of the Policy Area PA 6-9 designation

ATTACHEMENT 2: DRAFT ZONING BY-LAW AMENDMENT

BEING A BY-LAW TO AMEND ZONING BY-LAW NUMBER 66-01 FOR THE TOWNSHIP OF WELLINGTON NORTH

WHEREAS, Section 34 of the Planning Act, R.S.O. 1990, Chapter P. 13 as amended, permits a Council of a Municipality to amend its zoning by-law;

NOW THEREFORE the Council of the Corporation of the Township of Wellington North enacts as follows:

1. THAT Schedule “A” Map 1 to By-law 66-01 is amended by changing the zoning on lands described as Part of Lot 10, Concession 10, Geographic Township of West Luther, as shown on Schedule “A” attached to and forming part of this By-law from:

Agricultural (A) to Extractive Industrial Exception (EI-164) and Extractive Industrial Exception (EI-165)

2. THAT Section 33, Exception Zone 3 – Rural Areas, is amended by the inclusion of the following new exception:

33.164 Part Lot 10, Con. 10 – W. Luther	EI-164 In addition to the uses permitted in Section 26, Extractive Industrial zone, the following additional use is permitted: <ul style="list-style-type: none">• the permitted uses of the Agricultural (A) Zone• a temporary portable cement plant, subject to the definition requirements of Sections 5.14 (b) and (c) <p>Dewatering of the EI-164 zone may occur during aggregate extraction in the EI-164 zone.</p> <p>Dewatering of the EI-164 zone during aggregate extraction in the EI-165 zone is only permitted if necessary for the following limited purposes:</p> <ul style="list-style-type: none">• recharge of the on-site wetland located in the in the EI-165 zone• prevention of flooding of the processing plant / area located in the EI-164 zone.
33.165 Part Lot 10, Con. 10 – W. Luther	EI-165 In addition to the uses permitted in Section 26, Extractive Industrial zone, the following additional uses are permitted:

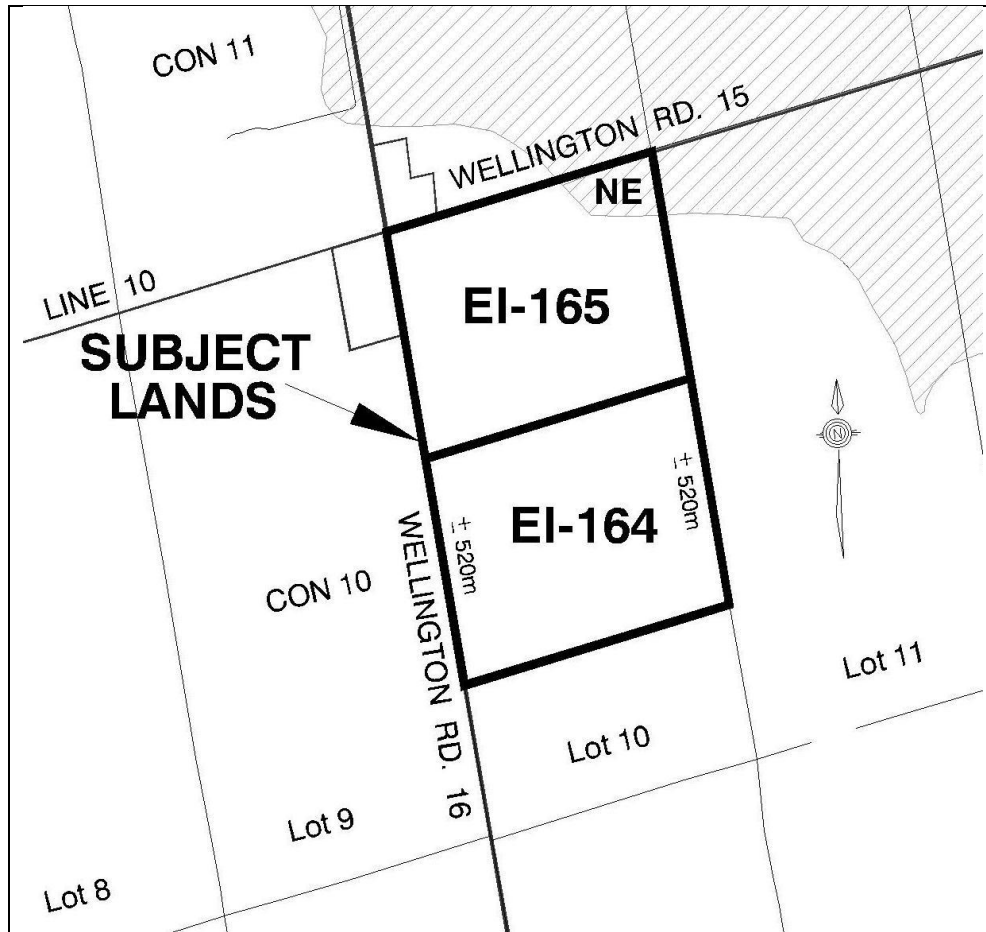
	<ul style="list-style-type: none"> • the permitted uses of the Agricultural (A) Zone • the existing farm residence on the lands may be used for an administrative building for the aggregate operation and / or as a residence for the owner or manager of the quarry • a temporary portable cement plant, subject to the definition requirements of Sections 5.14 (b) and (c) <p>Extraction of aggregate below the water table (below a depth of 488 metres) shall only be permitted within the EI-165 zone by using subaqueous methods that do not involve dewatering. Dewatering shall not be permitted in the EI-165 zone.</p> <p>An amendment to the Township of Wellington North Zoning By-law shall be required prior to any extraction below the water table which requires any dewatering for the purposes of extraction. Any such application must be supported by additional hydrogeological information, demonstrating that such water taking will have no adverse impact on the provincially significant wetlands. The Ministry of Natural Resources, the Ministry of the Environment, the County of Wellington and the Grand River Conservation Authority shall be consulted on the adequacy of the hydrogeological, and other environmental information, and analysis provided in support of the rezoning application.</p> <p>The existing Natural Environment (NE) zone in the northeast corner of the subject land remains unchanged.</p>
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3. THAT except as amended by this By-law, the land as shown on the attached Schedule 'A' shall be subject to all applicable regulations of Zoning By-law 66-01, as amended.
4. THAT this By-law shall come into effect upon the final passing thereof pursuant to Section 34(21) and Section 34(22) of The Planning Act, R.S.O., 1990, as amended, or where applicable, pursuant to Sections 34 (30) and (31) of the Planning Act, R.S.O., 1990, as amended.

THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NO _____.

Schedule "A"



Rezone from Agricultural (A) to

Extractive Industrial Exceptions (EI-164 and EI-165)

Natural Environment (NE) zone remains unchanged

EXPLANATORY NOTE

BY-LAW NUMBER _____.

THE LOCATION being rezoned is Lot 10, Concession 10, Geographic Township of West Luther, with a civic address of 9267 Wellington Road 16.

THE PURPOSE AND EFFECT of the amendment is to amend the zoning of the property from Agricultural (A) to Extractive Industrial Exceptions (EI-164 and EI-165). This will permit the development of a quarry on the subject lands. Both of the EI zones permit agricultural uses as well as extractive industrial uses. Both permit temporary, portable cement plants. The EI-165 zone requires the northern Phase 2 of the quarry to be extracted using subaqueous operations, below 488 metres (above sea level). Dewatering is not permitted in the EI-165 zone. Should the owner wish to extract below 488 metres using conventional methods, including dewatering, an amendment to this by-law shall be required, in order to demonstrate that there will be no hydrogeological impacts on the provincially significant wetlands to the north, both on-site and off-site. Notwithstanding this, limited dewatering is permitted in the EI-164 zone, during Phase 2 extraction, but only as needed to prevent flooding of the processing plant area and to supply water to the on-site wetland. The EI-165 zone also permits the existing farm residence on the lands to be used for an administrative building for the aggregate operation and / or as a residence for the owner or manager of the quarry.

ATTACHMENT 3: MINUTES OF SETTLEMENT

Ontario Municipal Board Case No . PL070333

ONTARIO MUNICIPAL BOARD

IN THE MATTER OF an appeal by Alfred J. Wilson to the Ontario Municipal Board under subsection 34(11) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended, from Council's refusal or neglect to enact a proposed amendment to Zoning By-law 66-01 of the Township of Wellington North to rezone lands respecting Lot 10, Concession 10, in the former township of West Luther from Agriculture A to Extractive Industrial EI to facilitate the establishment for the proposed Class A quarry

OMB Case No, PL070333

OMB File No. Z070038

AND IN THE MATTER OF the request of Alfred J. Wilson to the Minister of Municipal Affairs and Housing for a referral to the Ontario Municipal Board under subsection 17(11) the *Planning Act*, R.S.O. 1990, c. P.13, of the deferral of the approval of Official Plan for the County of Wellington as it applies to Lot 10, Concession 10, in the former township of West Luther from Agriculture A to Extractive Industrial EI to facilitate the establishment for the proposed Class A quarry

OMB Case No, PL070333

O.M.B. File No. O070073

AND IN THE MATTER OF a referral by the Minister of Natural Resources to the Ontario Municipal Board under subsection 11(5) of the *Aggregate Resources Act* R.S.O. 1990, c. A.8, as amended of an application for a Class "A" licence from lands being composed of Lot 10, Concession 10, (in the former Township of West Luther), in the Township of Wellington North

OMB Case No, PL070333

OMB File No. M070040

MINUTES OF SETTLEMENT (DRAFT)

B E T W E E N

THE CORPORATION OF THE COUNTY OF WELLINGTON

(hereinafter referred to as the "**County**")

- and -

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

(hereinafter referred to as the "**Township**")

- and -

THE GRAND RIVER CONSERVATION AUTHORITY

(hereinafter referred to as the "**GRCA**")

-and-

ALFRED WILSON

(hereinafter referred to as the "**Applicant**")

WHEREAS the Minister of Municipal Affairs referral with respect to the County of Wellington Official Plan the Applicant's appeal of the refusal of the Township of Wellington North of the zoning amendment and the Minister of Natural Resources' referral of the license application, all pertaining to the establishment for the proposed Class A quarry on a 150 acre parcel located at Lot 10, Concession 10, in the former township of West Luther (the "Subject Lands") are before the Ontario Municipal Board (the "Board") for adjudication;

AND WHEREAS since the commencement of the hearing process in 2007, the County of Wellington and the Grand River Conservation Authority have provided technical comments, and the applicant has conducted additional technical studies in order to address hydrogeological and wetland issues as well as additional County concerns related to noise, vibration, traffic and dust issues;

AND WHEREAS peer reviews have been conducted on behalf of both the County and the GRCA with respect to the additional studies completed to address outstanding environmental, planning and technical concerns with respect to the quarry proposal;

AND WHEREAS based on this work, proposed approval instruments with respect to the proposed quarry, including (1) a further approval of the County Official Plan with respect to the subject lands, (2) an amending zoning by-law with respect to the Subject Lands, (3) Site Plans and associated Site Plan Notes for the proposed quarry and (4) license conditions for the proposed quarry ("proposed approval instruments") have been prepared and finalized to the satisfaction of the County of Wellington, the Grand River Conservation Authority, the Applicant and their consultants and advisors;

AND WHEREAS the County of Wellington, the Grand River Conservation Authority and the Applicant have concluded, based on expert planning and technical advice, that the agreed-upon approval instruments are consistent with the Provincial Policy Statement, conforms to the Growth Plan for the Greater Golden Horseshoe, meet the requirements of the Aggregate Resources Act and represents good planning;

AND WHEREAS based on the above, the Parties are desirous of entering into Minutes of Settlement to document their agreement with respect to this matter.

THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. The recitals set out above are true and correct.
2. The Parties will jointly request that the Board allow the Applicant's Appeal and issue an Order:
 - a. Further Approving the County of Wellington Official Plan accordance with Schedule A to these Minutes;
 - b. Approving an amendment to the Township of Wellington North Zoning By-law in accordance with Schedule B to these Minutes; and
 - c. Directing the Minister of Natural Resources to approve a Class "A" licence for the subject lands subject to:
 - i. The Prescribed Conditions,
 - ii. the additional conditions set out in Schedule C to this Minutes; and
 - iii. The Site Plans and Site Plan notes provided as Schedule D to these Minutes.
3. The Parties shall be responsible for their own costs with respect to these proceedings.
4. These Minutes shall enure to the benefit of, and be binding upon the Parties and their respective successors and assigns.
5. The Parties agree that these Minutes address all of the terms and conditions of their agreement and that there are no other written or oral terms which amend or modify or otherwise affect the provisions of this agreement.
6. The Parties acknowledge and confirm that these Minutes may be executed in counterparts, each of which when executed and delivered shall be deemed to be an original, and taken together constitute one and the same Minutes of Settlement. For the purposed of these Minutes, the delivery of scanned or facsimile copy of these Minutes shall be deemed to be a valid execution and delivery of these Minutes. The Party shall deliver an original copy of these Minutes as soon as possible after delivering the scanned or facsimile copy.
7. The Parties agree that an original, signed copy of these Minutes of Settlement shall be filed with the Ontario Municipal Board.

Dated this ____ day of ____, 2015

**THE CORPORATION OF THE
COUNTY OF WELLINGTON**
Per:
DRAFT

Warden
DRAFT

CAO

Dated this ____ day of ____, 2015

**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON
NORTH**
Per:
DRAFT

Mayor
DRAFT

CAO

Dated this ____ day of ____, 2015

**THE GRAND RIVER
CONSERVATION AUTHORITY**
Per
DRAFT

DRAFT

Dated this ____ day of ____, 2015

Alfred J. Wilson

ATTACHMENT 4: MINUTES OF SETTLEMENT

GRAND RIVER CONSERVATION AUTHORITY RESOLUTION IN SUPPORT

THAT the Grand River Conservation Authority endorse the draft Minutes of Settlement for the Ontario Municipal Board hearing for the proposed Wilson Quarry, Township of Wellington North; AND THAT the Chief Administrative Officer be authorized to execute final Minutes of Settlement in accordance with the draft Minutes.

ATTACHMENT 5: MINUTES OF SETTLEMENT

TOWNSHIP OF WELLINGTON NORTH RESOLUTION IN SUPPORT

“BE IT RESOLVED THAT Council of the Township of Wellington North supports the draft Minutes of Settlement, Attachment 1 to the April 2015 Township Planner’s Report, with respect to the Ontario Municipal Board hearing for the proposed Wilson Quarry (PL070333) and its attached schedules, and the approval by the Ontario Municipal Board of the proposed Further Approval of Non-decision - Deferral Number 1(H) the County Of Wellington Official Plan, zone change application, Site Plans and license conditions which would permit the establishment of a quarry at lands described as Lot 10, Concession 10 Monk, Geographic Township of West Luther in the Township of Wellington North;

AND FURTHER THAT Council of the Township of Wellington North hereby approves and authorizes the Mayor and Clerk to execute final Minutes of Settlement in accordance with the draft Minutes subject to final wording, such Minutes of Settlement being satisfactory to the Township Chief Administrative Officer and Township Solicitor;

AND FURTHER THAT Council of the Township of Wellington North authorizes legal counsel and appropriate County Staff to attend as necessary at the Ontario Municipal Board proceedings with respect to this matter in support of its position as set out in this resolution.”



COUNTY OF WELLINGTON

COMMITTEE REPORT

To: Chair and Members of the Planning Committee
From: Gary Cousins, Director of Planning and Development
Date: Thursday, May 14, 2015
Subject: **REQUEST FOR SUPPORT (PD2015-21)**

1. **BACKGROUND:**

In December 2012, the County of Wellington and Centre Wellington approved an official plan amendment in Elora for the redevelopment of the lands in and around the former Elora Mill and Little Folks Factory to allow a new hotel, a banquet/conference centre, new retail uses, the reinstatement of the Victoria Street bridge and new condominiums. The project has very strong community support.

The developer of the site is applying for funding under the Southwest Ontario Development Fund (see attached) and has been advised that County Council and Centre Wellington Council support would be beneficial.

The letter which the developer wants the County to endorse describes the economic development advantages of the redevelopment project.

2. **RECOMMENDATION:**

That the Warden be authorized to sign a letter of support for the Elora redevelopment project involving the former Elora Mill and Little Folks Factory area.

Respectfully submitted,

A handwritten signature in cursive script that reads 'Gary Cousins'.

Gary Cousins
Director of Planning and Development

June 15, 2015

Ministry of Economic, Employment and Infrastructure
Southwest Ontario Development Fund
Investment Funding & Coordination Branch
250 Yonge Street, 35th Floor
Toronto, Ontario M7A 2H1

Attention: Ms. Adrienne Swanson
Senior Program Advisor

Dear Ms. Swanson,

Re: Pearle Hospitality Redevelopment Project, Elora, Ontario
Application for Funding Assistance

The Council of the County of Wellington is submitting this letter in support of the approval of support and funding via the Southwest Ontario Development Fund for the redevelopment project being undertaken by Pearle Hospitality in the Village of Elora in Centre Wellington Township.

The Pearle project involves the restoration of all 5 buildings on the historic (1864) Elora Mill site along with the rejuvenation of the former industrial land on the south side of the Grand River known as the Little Folks property to commercial uses that are complimentary to the proposal for the Elora Mill. The redevelopment of the Little Folks property includes a new sister hotel to the Elora Mill, a new banqueting/conference facility, new retail uses, the reinstatement of the Victoria Street bridge, new performance venues and new residential condominium units. The required Official Plan Amendment and Zoning By-law amendment have been approved by the Twp of Centre Wellington and the County of Wellington at this time

Without question this project will have a profound effect on the Elora, Centre Wellington Twp and County of Wellington economies. The objective is to convert the current seasonal daytrip environment into a 4 season overnight stay destination catering to tourist traffic, weddings and events and convention accommodation. On-going liaison with local businesses and the Grand River Conservation Authority is taking place to further the 4 season objective.

The projected creation of at least 250 full time equivalent jobs as part of the project will be seeking both youth and skilled trades which will improve on local employment losses over the last couple of years. The 1 megawatt hydro electric generation portion of the project speaks to green energy and innovation and overall there will be millions spent on construction activity in the area.

Pearle owns and operates the Cambridge Mill, the Ancaster Mill, Spencer's on the Waterfront in Burlington, Whistle Bear Golf Club (site of the current LPGA Classic) as well as Bread Bar restaurants in Hamilton and Guelph. As a quality operator we do not view them as traditional developers as their objective is to build and manage this project and as such will be there to follow through on their commitments. Pearle has demonstrated on their other projects a commitment to tap into local food chains and to use local contractors and other talent which also benefit our community.

Please accept this letter as our endorsement for funding of this exciting and beneficial project.



LEGEND

[White Box]	HOTEL FACILITIES
[Yellow Box]	RETAIL / OFFICE
[Red Box]	RESIDENTIAL

Developer: Elora Development Inc.
 Architect: Paul Roth Architect
 Date: September 7 2012



Concept Plan
Figure 2

Elora Mill Community

How it works

The Southwestern Ontario Development Fund gives money to businesses, municipalities and not-for-profit organizations for economic development in southwestern Ontario.

The fund supports projects that:

- create jobs
- encourage innovation, collaboration and cluster development
- attract private sector investment

The geographic area

Southwestern Ontario includes the following 18 geographic areas:

- Brant
- Bruce
- Chatham-Kent
- Dufferin
- Elgin
- Essex
- Grey
- Haldimand
- Huron
- Lambton
- Middlesex
- Niagara
- Norfolk
- Oxford
- Perth
- Simcoe
- Waterloo
- Wellington

Who is eligible

Two types of funding are available through the fund: business and regional.

Business stream

To be eligible for the business stream, businesses need to:

- employ at least 10 people
- commit to creating at least 10 new jobs
- be able to provide 3 years of operations/financial statements
- be located in, or plan to locate in, a community in southwestern Ontario
- invest at least \$500,000 in their project

Download: [Business Stream Application Guide \(PDF\)](#)

Small Community Pilot

Businesses with 5-10 employees located in small communities may be eligible for funding from the Small Community Pilot.

A "small community" is a municipality with a population less than 20,000 or with a population density of less than 100 persons per square kilometre.

Projects need:

- a minimum investment of \$200,000 over 4 years
- a 50% increase in current employment

Regional stream

To be eligible for the regional stream, projects need to:

- focus on economic/business development and job creation in the area
- align with provincial and regional priorities (e.g., introducing new forms of innovation, taking part in province-led economic development initiatives)
- invest more than \$100,000
- have private sector support
- be used for activities that are new to the organization

Download: [Regional Stream Application Guide \(PDF\)](#)

Eligible sectors

Projects in these sectors are eligible for funding:

- advanced manufacturing (automotive, aerospace, plastics, clean technologies)
- life sciences
- processing (primary and secondary)
- information and communication technology
- tourism
- cultural industries

Eligibility Checklist

The first step in the application process is the checklist. Complete the checklist first and submit it to the Southwestern Ontario Development Fund office. After your checklist is reviewed, a staff member will contact you. He or she will work with you on the next step: the full application form.

Funding amounts

Business stream

Funding amount

Up to 15% of eligible project costs to a maximum grant of \$1.5 million.

Investments of more than \$10 million that also create more than 50 new jobs may be eligible for a loan of up to \$5 million.

Successful applicants

You need to contribute **at least 50% of total costs** from your own resources or through private financing.

Regional stream

Funding amount

Up to 50% of eligible project costs to a maximum grant of \$1.5 million

Successful applicants

You need to contribute **at least 35% of total costs** from your own resources or through private financing.

Restrictions

You are not allowed to combine (or "stack") Southwestern Ontario Development funding in either stream with other provincial programs.

Application deadline

There is no deadline. You can apply any time throughout the year.

How to apply

- Step 1:** contact a regional staff person for help with your application.
Step 2: submit an eligibility checklist and staff will confirm that your project is eligible.
Step 3: once you know you are eligible, complete the application forms.

Application packages

[Business Stream Application Package \(ZIP\)](#)

[Regional Stream Application Package \(ZIP\)](#)

Selection process

Successful projects need to:

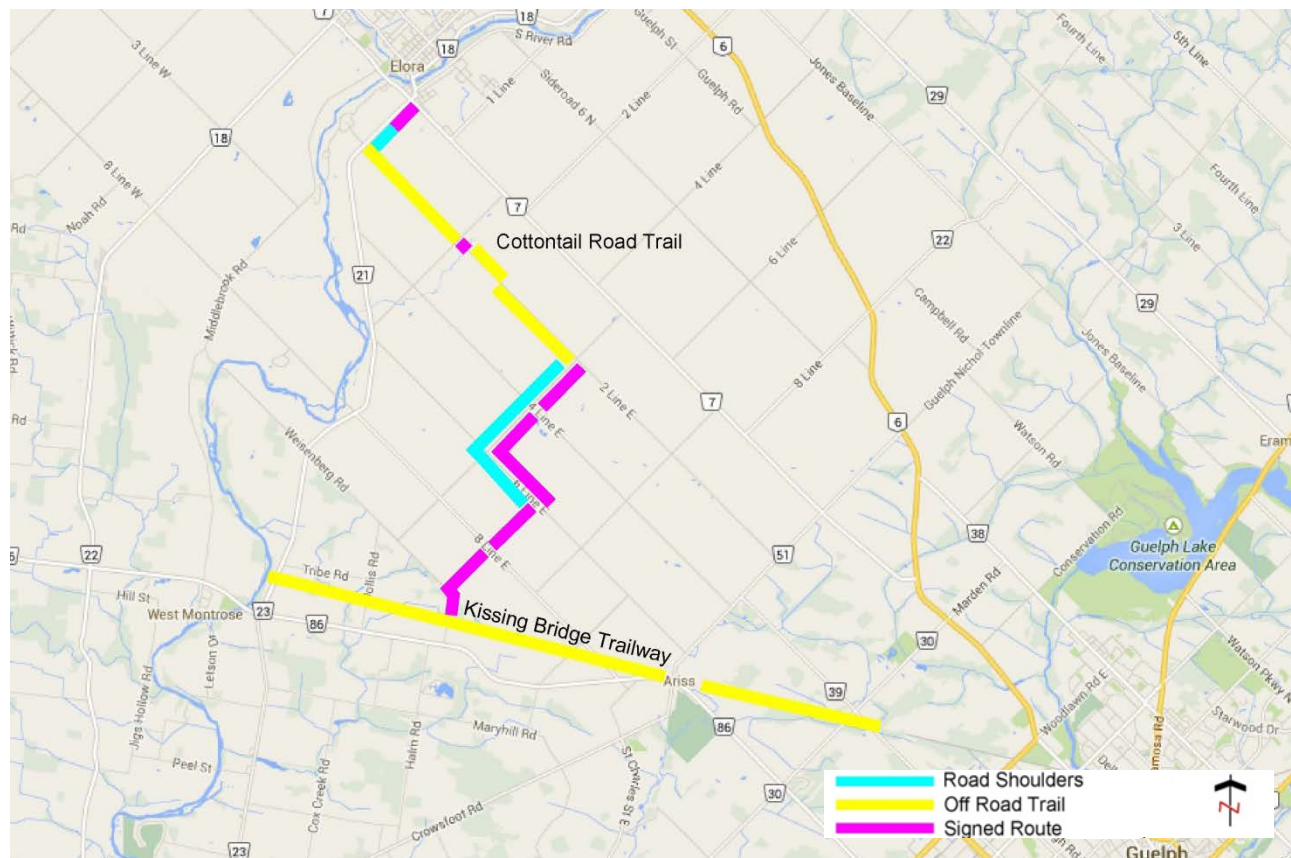
- align with the fund's goals of investment attraction and job creation
- provide economic benefits (create jobs, contribute to the region or develop the sector)
- be achievable (i.e. applicants need to have the necessary financing, project management structure and experience to implement the project)



Summary

There are a considerable number of improvements needed to complete the trail. With detailed planning and design in place, we expect to be on time and within budget.

Figure 1 Cottontail Road Trail Route



Purpose

This report provides a status update of the Cottontail Road Trail construction in Centre Wellington (Figure 1). This 2015 Trans Canada Trail gap construction project will be funded by a Trans Canada Trail Ontario (TCTO) Pan Am grant, a Trans Canada Trail (TCT) grant and by the County of Wellington. This construction project must be completed by the end of September 2015 to be eligible grant funding.

Budget

In the 2014, budget County Council set aside \$375,000 to complete the Trans Canada Trail in Wellington County between Elora and Ariss. A trail route and costing was developed by a trail consultant funded by the Trans Canada Trail organization (Kathy Smith). She estimated that the cost of the off-road sections (5.6 km) would be \$728,000. It was later determined that the Elora Research Station would prefer a grassed trail surface rather than stonedust which reduced the budget to \$349,000. Now that the tender has been awarded for the gravel trail surfacing we have accurate figures for that portion of the budget. Giving consideration to these figures, the budget has been further reduced to \$251,800.

Figure 2 Trail Budget

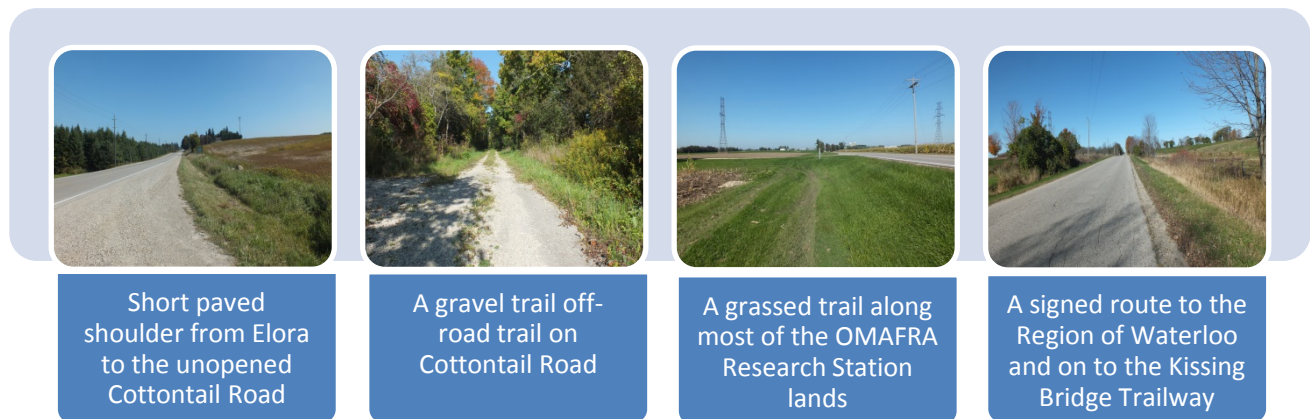
	June 2014	January 2015	May 2015
Total Budget Eligible for Funding	\$728,000	\$349,300	\$251,800
Basis for change	Amount determined by TCT trail consultant	Costs reduced due to grass trail portion	Costs reduced due to bid amount for trail surfacing
TCTO Pan Am Grant	\$150,000	\$150,000	\$150,000
TCT Grant	\$289,000	\$99,650	\$50,900
County Share	\$289,000	\$99,650	\$50,900
Total Budget not Eligible for Funding	\$50,570	\$50,750	\$50,750
Total County Share	\$339,570	\$150,220	\$101,650

A detailed cost estimate is attached as Appendix 1.

Trail Route

The trail will be comprised of 2.6 km of gravel off-road trail, 3.0 km of grassed off-road trail and 8.6 km of on-road trail. The total trail will be 14.2 km in length. The various components of the trail route are identified below.

Figure 3 Trail Components



Work Plan

Trail Improvements

The necessary trail improvements are identified in the map and detail series contained in Appendix 2. We note that the Engineering Services Department will be completing some of the work associated with this project, which will be billed back to the Planning and Development Department. These works include:

- Shoulder paving of Wellington Road 21
- Relocation of farm access from Cottontail Road to Wellington Road 21 for the Grand River Agricultural Society
- Paving of parking area and installation of post and wire fence along perimeter
- Paving trail at steep grade north of Sideroad 4
- Ramp construction and seeding
- Installation of on road and off road signage

The contractor awarded the contract for the construction of the trail is Snow Brothers. They will be responsible for:

- Clearing and grading the trail
- Moving fill to designated areas
- Installing culverts where needed
- Fabricating and installing new barrier gates
- Surfacing a 3.0 m wide trail

Additional items to be completed by others include:

- Kiosk design, construction and installation
- Signage fabrication and installation
- Bench installation
- Landscaping

Parking Lot

The parking lot for the trail will be located off the intersection of Wellington Road 21 and Cottontail Road. Through our detailed planning, we discovered that access to fields to the east conflicted with the proposed parking area location. These lands are owned by the Grand River Agricultural Society. We retained BSR&D Surveyors to prepare a site grading and partial topographic survey for the parking lot so that we could look at options with the Township of Centre Wellington and the Grand River Agricultural Society.

As the field was technically landlocked under the current arrangement, a suggestion to relocate the access off Wellington Road 21 was well received. This provided the landowner with legitimate access and also left adequate space for 4 or 5 cars for the trail. The final option with redlines is included in Appendix 3. The new entrance has been installed by the County Engineering Services Department.

As part of the trail work, we have also arranged to deposit fill onto the same field as it has been subject to erosion in the past.

Tree Assessment

An assessment of potential hazards to future trail users was conducted by Williams and Associates Forestry Consulting Ltd. A number of minor hazards were identified, such as hanging dead branches together with significant hazards related to large soft maple trees. The recommended work was completed and the invoice has been paid.



Kiosk

The design of the kiosk is inspired by the cupola on the County Museum shown at left. Grinham Architects designed the kiosk and is in the process of selecting a local contractor to do the work. We expect to use the same design for any kiosks installed at Wellington Place in the future. The design drawings for the kiosk are found in Appendix 4.

Benches

The proposed bench will be the same design installed along the Kissing Bridge Trailway (Appendix 5).

Barrier Gates

There will be two new barrier gates installed on either end of Cottontail Road. We will be using the construction detail provided by the Township of Centre Wellington (Appendix 6).

Signage

We have referred to the signage hierarchy in the Township of Centre Wellington Trail Master Plan in developing our signage plan. There are a total of 50 signs proposed for the new trail. Appendix 7 includes a signage plan which identifies sign location, number, size and text for each sign. We have also included mapping of the different signage locations. We are in the process of finalizing in-house signage design and selecting a sign company to fabricate the signage. Regulatory signage will be fabricated and installed by the staff at the County sign shop.

Trail Event

The County is required to recognize the Trans Canada Trail (TCT) grant in a variety of ways. We have already recognized the TCT through media coverage, our website, project notice and by incorporating the TCT logo in our signage for the trail. We also propose hosting a trail opening event when the trail is complete. This is a standard requirement for projects where the TCT contribution accounts for more than 50% of the total project cost. We anticipate that we would host such an event late September or early October.

Next Steps

The next steps for the trail project include the following:

- Monitor trail construction by contractor and coordinate work with County Roads
- Select contractor for kiosk and signage
- Plan landscaping location and material
- Plan trail opening event

Staff will continue to monitor costs and timing as the work progresses.

Recommendations

THAT the Cottontail Road Trail Report (PD2015-19) be received for information and provided to the Trans Canada Trail office for information; and

THAT staff be authorized to plan an opening event for the new trail.

Respectfully submitted,



Sarah Wilhelm, BES, MCIP, RPP
Planner

Appendices:

- 1 Detailed Cost Estimates
- 2 Proposed Trail Improvements
- 3 Concept Plan for Parking Lot
- 4 Kiosk Detail
- 5 Bench Detail
- 6 Barrier Gate Detail
- 7 Signage Plan

APPENDIX 1

Detailed Cost Estimates

COTTONTAIL ROAD TRAIL

Preliminary Cost Estimates

25-May-15

	AMT	UNIT COST	OVERALL COST	ELIGIBLE FOR FUNDING	NOT ELIGIBLE FOR FUNDING
TRAIL PLANNING					
Design Fees			\$10,000	\$10,000	
Engineering			\$4,500	\$4,500	
Travel			\$1,500	\$1,500	
Trail Opening Event			\$2,500	\$2,500	
SUBTOTAL			\$18,500	\$18,500	
TRAIL PREPARATION					
Tree Assessment, Hazard Removal & Clearing		LS	\$25,000	\$25,000	
SUBTOTAL			\$25,000	\$25,000	
CONTRACTOR					
Barrier Gates	2	\$5,000	\$10,000	\$10,000	
Culverts	2	\$2,000	\$4,000	\$4,000	
3.0 m wide gravel trail (km)	1	LS	\$130,000	\$130,000	
SUBTOTAL			\$144,000	\$144,000	
ROADS DEPT WORKS					
Parking Area w Culvert	1	LS	\$20,000	\$20,000	
Post and wire fence (lin. m)	60	\$100	\$6,000	\$6,000	
WR 21 Access	1	LS	\$5,000		\$5,000
Shoulder Paving WR 21		LS	\$40,000		\$40,000
Paving at Sideroad 4 (m)	50	\$2,000	\$2,000	\$2,000	
Ramp construction & seeding		LS	\$5,000	\$5,000	
SUBTOTAL			\$78,000	\$33,000	\$45,000
OFF-ROAD SIGNAGE					
Major Trailhead Sign (with kiosk)	1	\$10,000	\$10,000	\$10,000	
Minor Trailhead Sign	4	\$1,000	\$4,000	\$4,000	
Route Marker/Rules of Trail	2	\$250	\$500	\$500	
Trail Marker/ Directional	8	\$750	\$6,000	\$6,000	
No Parking in front of Gate	2	\$250	\$500	\$500	
Roadway Name Sign	2	\$150	\$300	\$300	
Stop Sign	5	\$250	\$1,250	\$1,250	
Stop Sign Ahead	1	\$250	\$250	\$250	
Steep Grade	1	\$250	\$250	\$250	
Please Stay on the Trail	1	\$250	\$250	\$250	
SUBTOTAL			\$23,300	\$23,300	
ON-ROAD SIGNAGE					
Trail Marker/Directional	17	\$250	\$4,250		\$4,250
Trail Crossing Ahead	6	\$250	\$1,500		\$1,500
SUBTOTAL			\$5,750		\$5,750
TRAIL AMENITIES					
Landscaping		LS	\$4,000	\$4,000	
Benches	2	\$2,000	\$4,000	\$4,000	
SUBTOTAL			\$6,000	\$8,000	
GRAND TOTAL				\$251,800	\$50,750
ORIGINAL BUDGET				\$728,000	
DIFFERENCE				\$476,200	

APPENDIX 2

Proposed Trail Improvements

Cottontail Road Trail

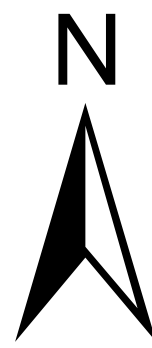
(Wellington Road 21)
MAP 1

Legend:

 On-Road Route

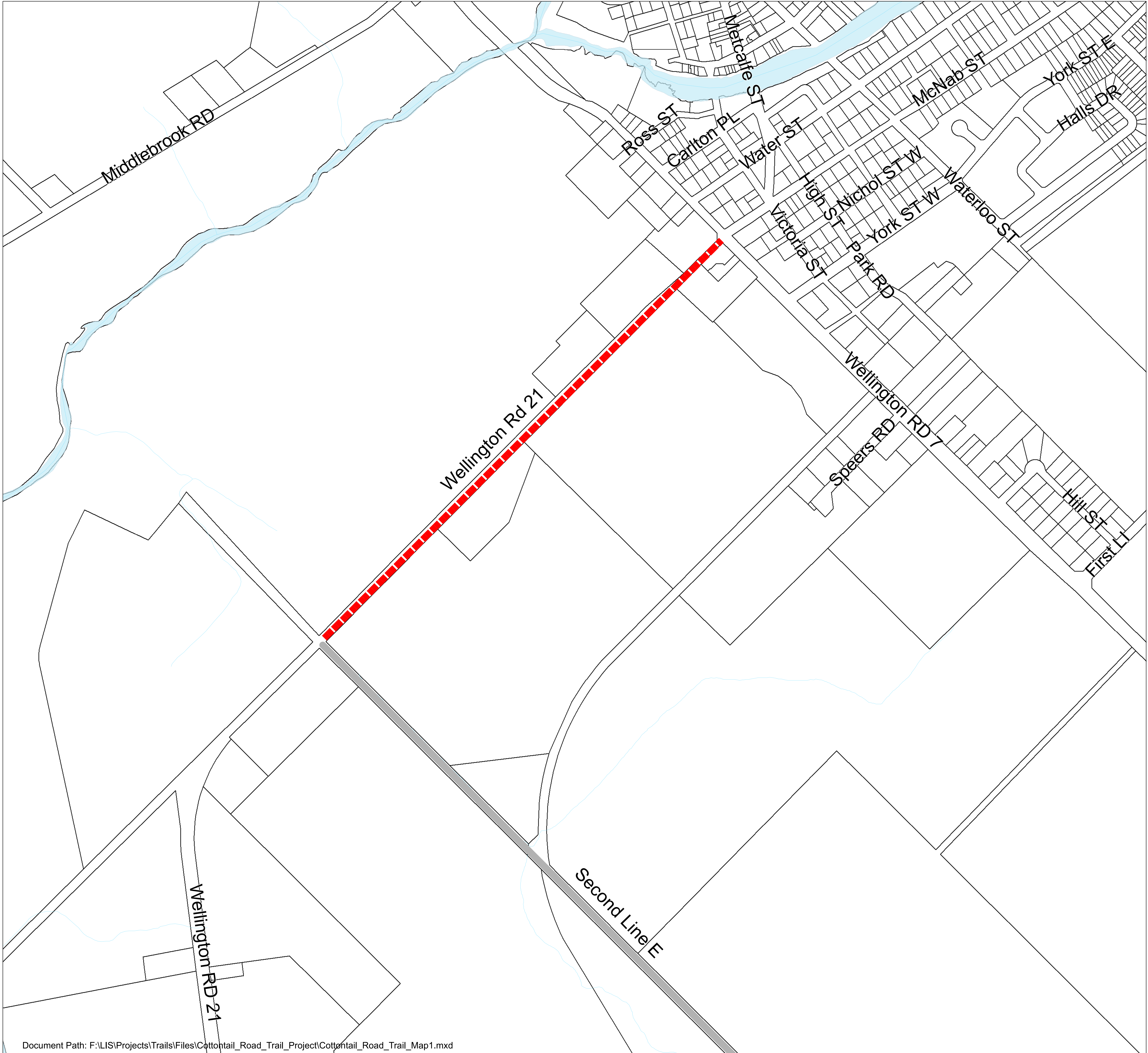
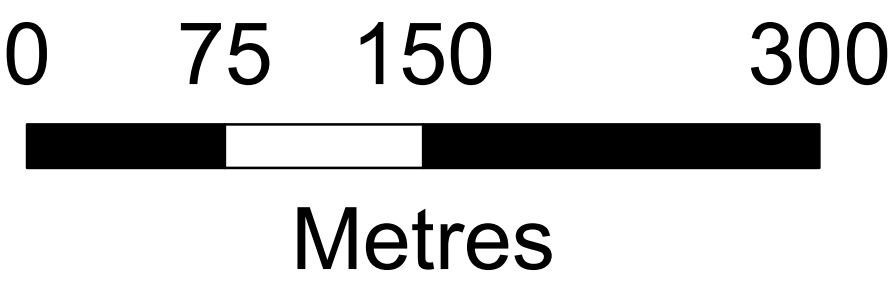
Existing Conditions:
1.3 km paved road
with gravel shoulders

Improvements:
Shoulder paving on
both sides of road



Date Prepared: May 29, 2015.

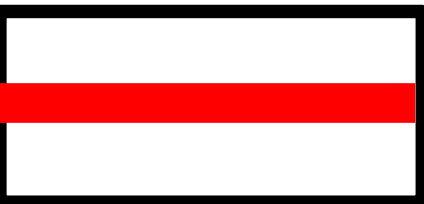
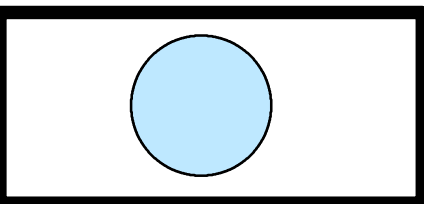
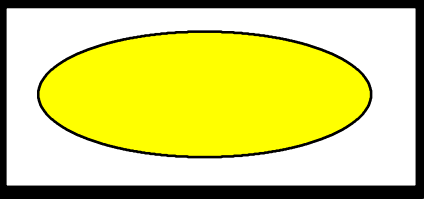
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Sources:
County of Wellington Planning and Development
Department 2014. Ministry of Natural Resources



Cottontail Road Trail

(Cottontail Road)
MAP 2

Legend:

-  Off-Road Trail
-  Municipal Well
-  Potential Topsoil Removal

Existing Conditions:

Wellington Rd 21 to Well -
0.6 km long, 3.65 m wide trail
Well to Sideroad 4 - 2 km
long gravel/dirt

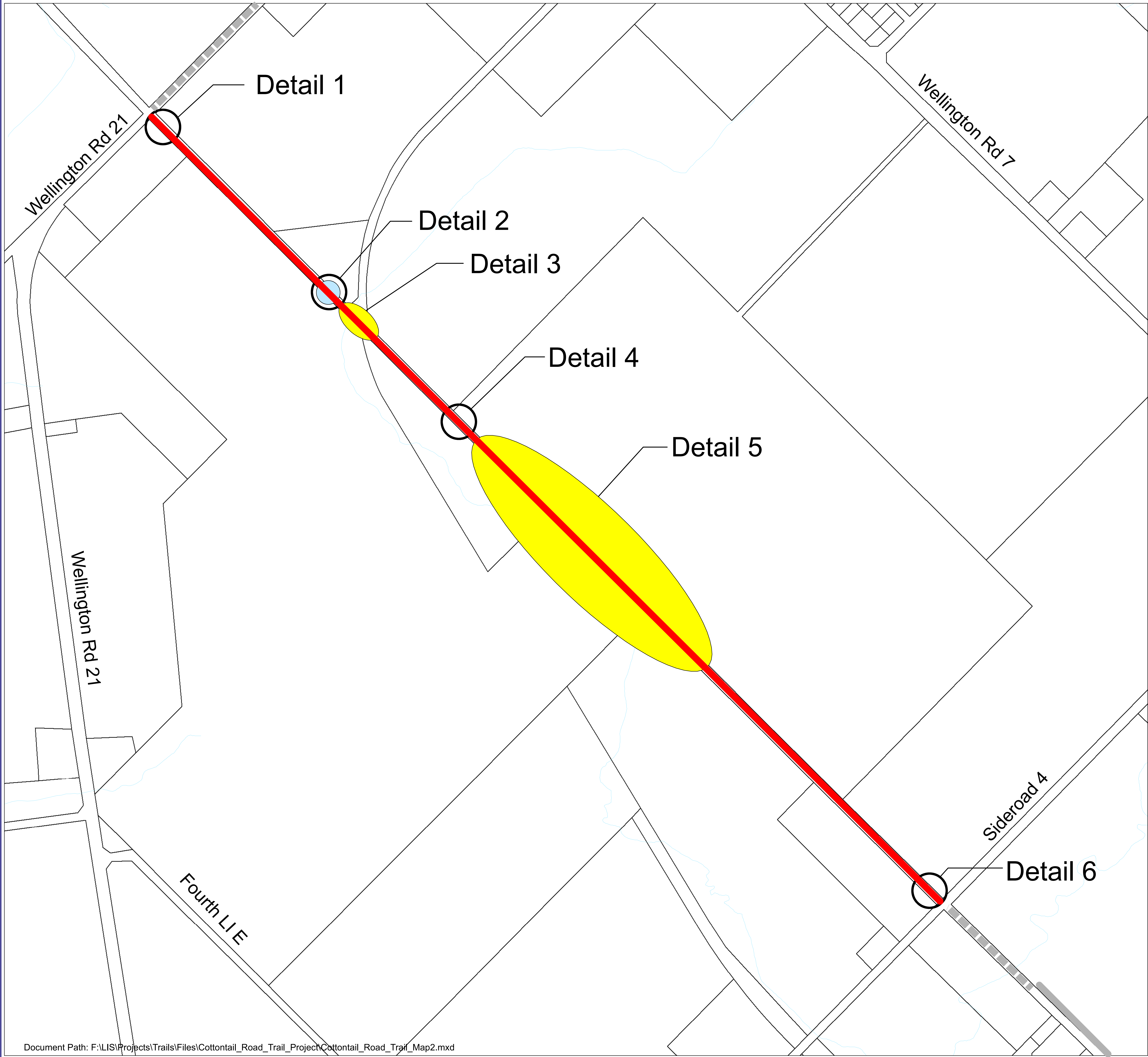
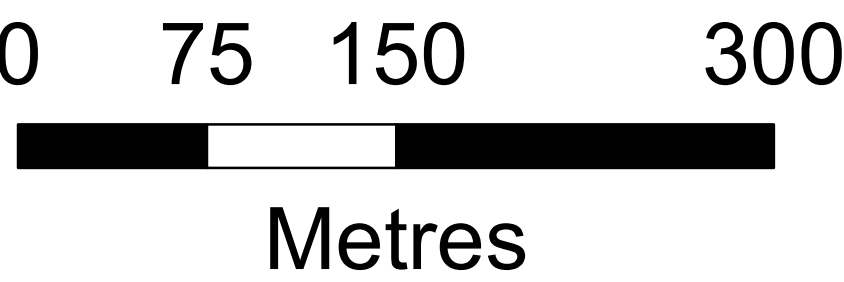
Improvements:

Parking area
2 barrier gates
Well detour
Topsoil removal
Chainlink fence
Asphalt



Date Prepared: May 29, 2015.

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Sources:
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Department 2014. Ministry of Natural Resources



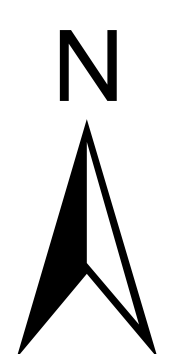
Cottontail Road Trail

(Cottontail Road)
DETAIL 1

Wellington Rd 21

Gravel parking
4-5 cars
(parallel)

New, relocated
barrier gate
with trail access



Date Prepared: December 9, 2014.

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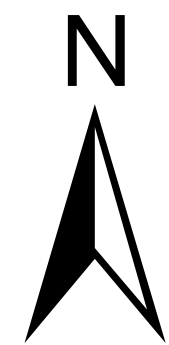
0 5 10 20
Metres

Cottontail Road Trail

(Cottontail Road)
DETAIL 2

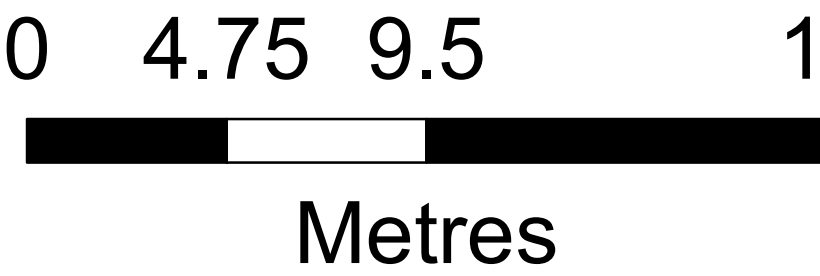


3 m wide trail
detour around
municipal well



Date Prepared: December 9, 2014.

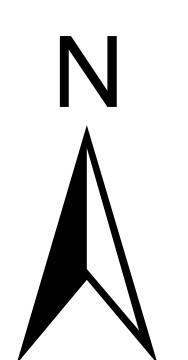
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Cottontail Road Trail

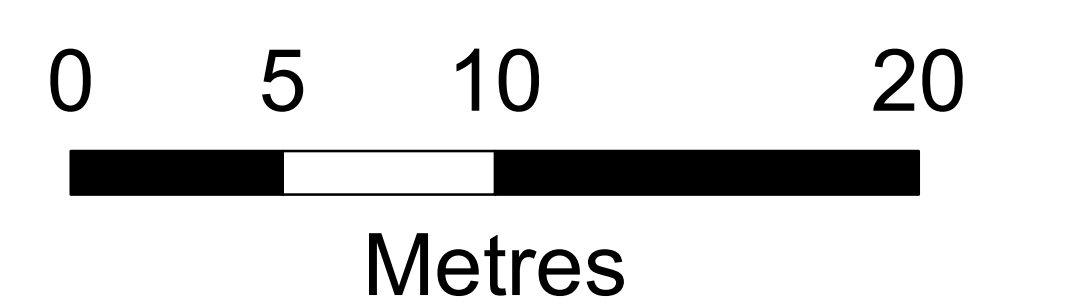
(Cottontail Road)
DETAIL 3

Area of
potential
topsoil removal



Date Prepared: December 9, 2014.

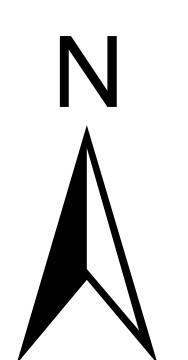
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Cottontail Road Trail

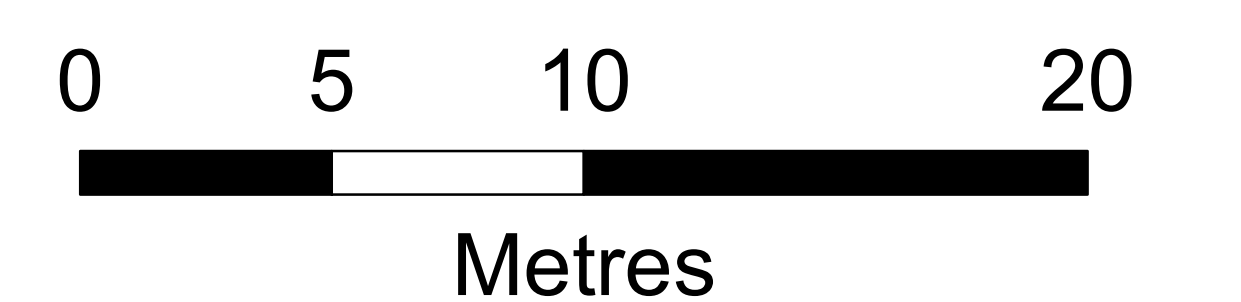
(Cottontail Road)
DETAIL 4

New chain
link fence
- to be discussed
with adjacent
land owner



Date Prepared: December 9, 2014.

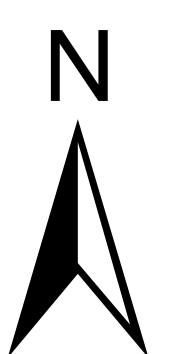
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Cottontail Road Trail

(Cottontail Road)
DETAIL 5

Areas of
potential
topsoil removal



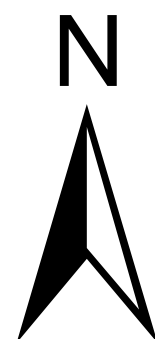
Date Prepared: December 9, 2014.

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Sources:
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Department 2014. Ministry of Natural Resources

0 25 50 100
Metres

Cottontail Road Trail

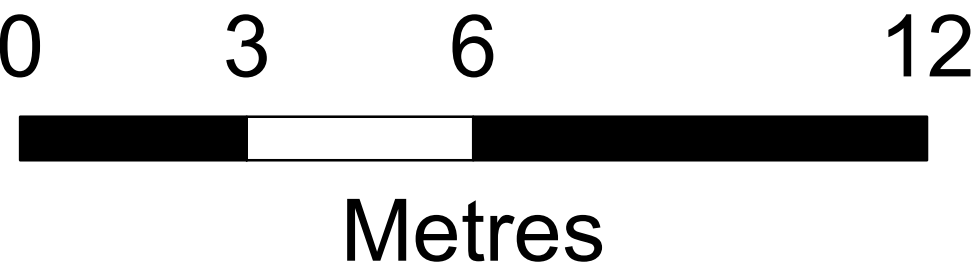
(Cottontail Road)
DETAIL 6



Date Prepared: December 9, 2014.

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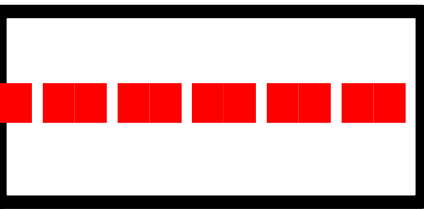

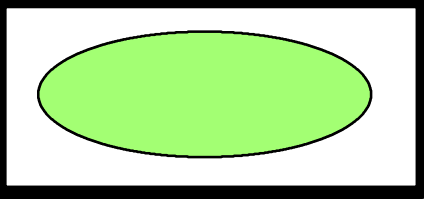
Sources:
County of Wellington Planning and Development
Department 2014. Ministry of Natural Resources



Cottontail Road Trail

(Elora Research Station)
MAP 3

Legend:

-  On-Road Route
-  Off-Road Grass Trail
-  Possible tree trimming

Existing Conditions:

265 m On-Road
1.4 km Grass Trail (E/S)
1.6 km Grass Trail (W/S)

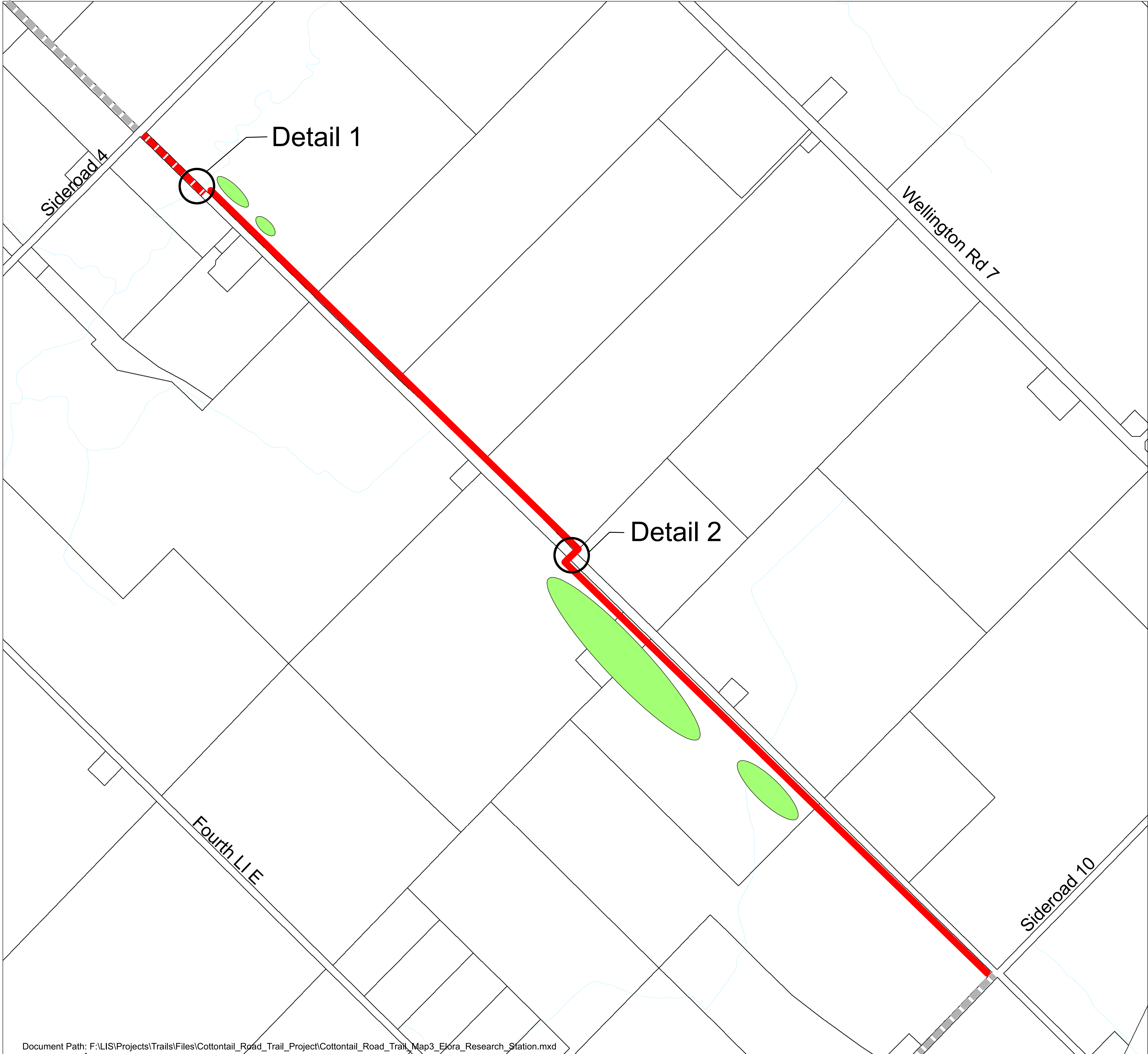
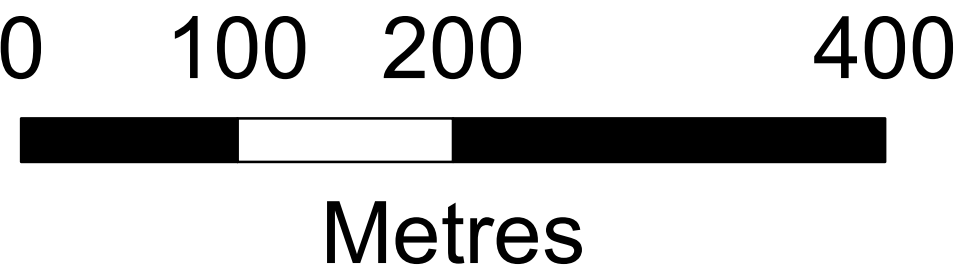
Improvements:

Ramp @ bridge
(Topsoil- Grass)
Tree Trimming



Date Prepared: May 29, 2015.

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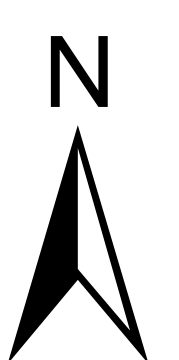


Cottontail Road Trail

(Elora Research Station)
DETAIL 1

Posts at bridge
to be relocated
away from
shoulder roughly 1 ft.
Works by County
with Township approval

New ramp south
of bridge (topsoil
and grass)
Works by County with
OMAFRA/U of G
approval



Date Prepared: December 9, 2014.

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Sources:
County of Wellington Planning and Development
Department 2014. Ministry of Natural Resources

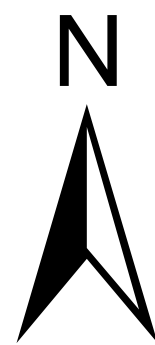
0 5 10 20
Metres

Cottontail Road Trail

(Elora Research Station)
DETAIL 2

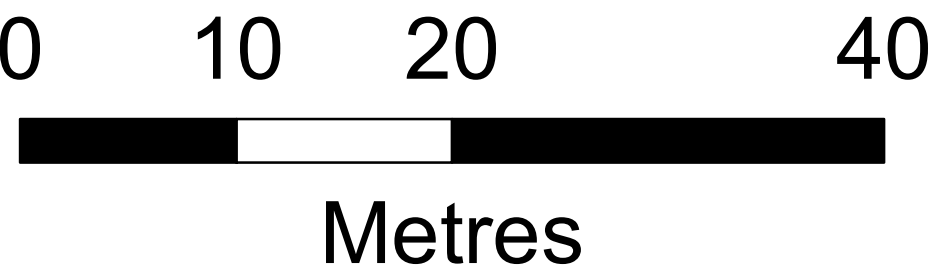


Road crossing
location approved
by OMAFRA/U of G



Date Prepared: December 9, 2014.

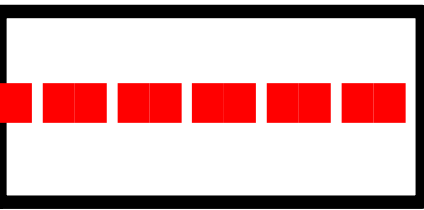
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Sources:
County of Wellington Planning and Development
Department 2014. Ministry of Natural Resources



Cottontail Road Trail

(Sideroad 10,
Sixth Line)
MAP 4

Legend:

 On-Road Route

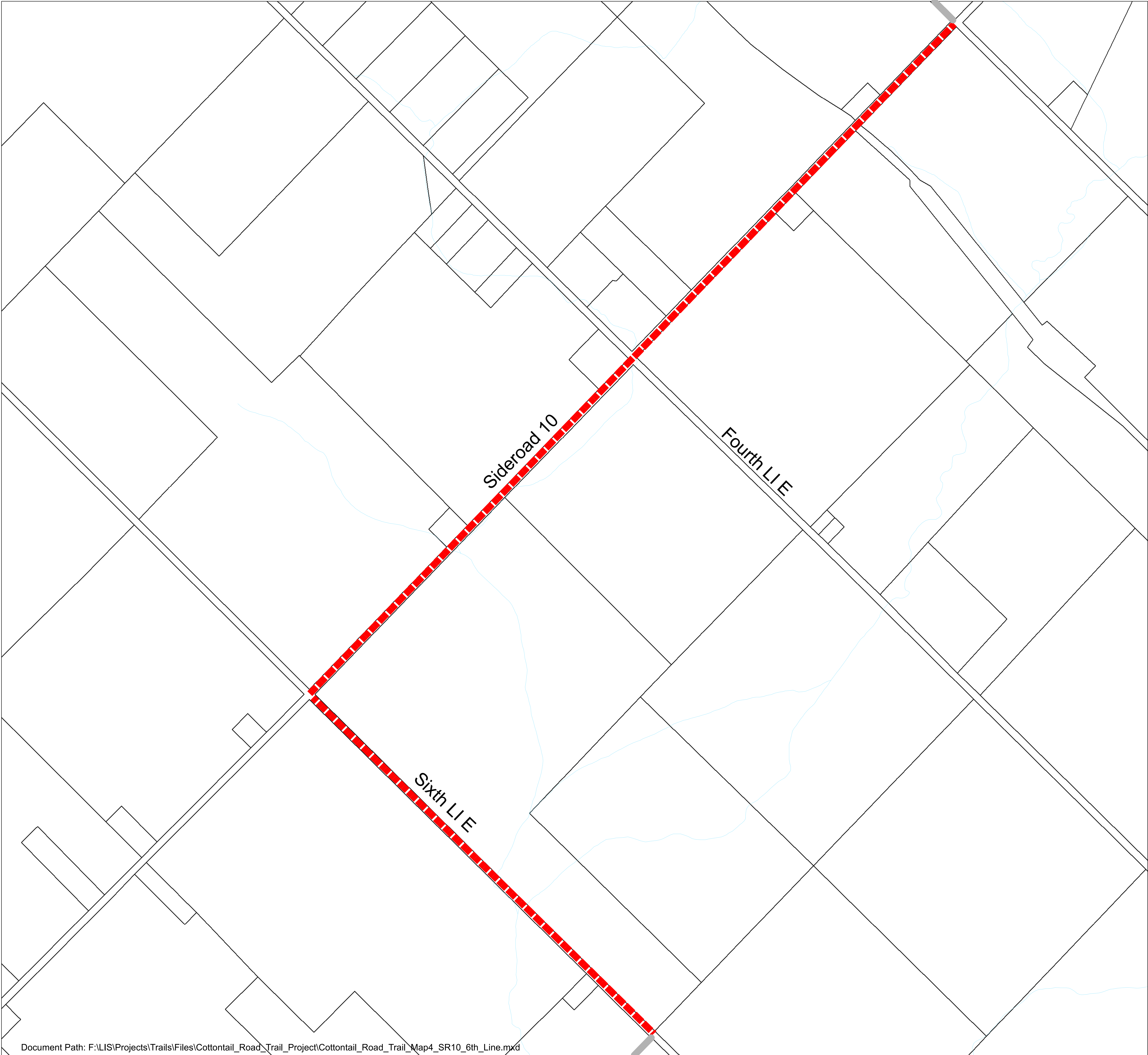
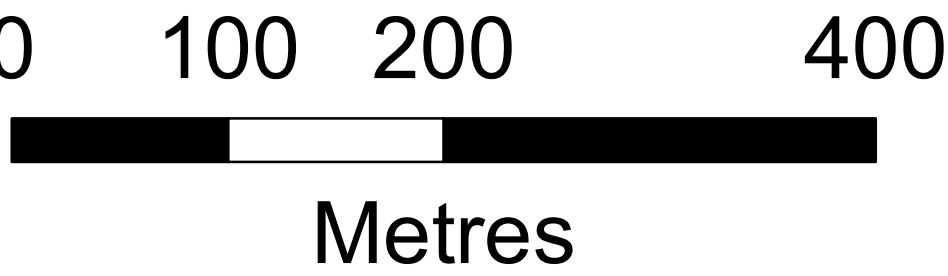
Existing Conditions:

Sideroad 10 - 2.5 km paved
Sixth Line - 1.3 km paved



Date Prepared: May 29, 2015.

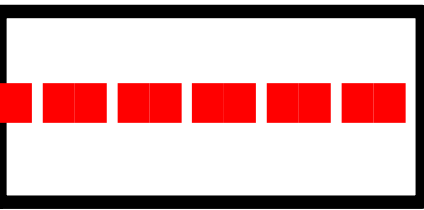
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Sources:
County of Wellington Planning and Development
Department 2014. Ministry of Natural Resources



Cottontail Road Trail

(Sideroad 12,
Weisenberg Rd)
MAP 5

Legend:

 On-Road Route

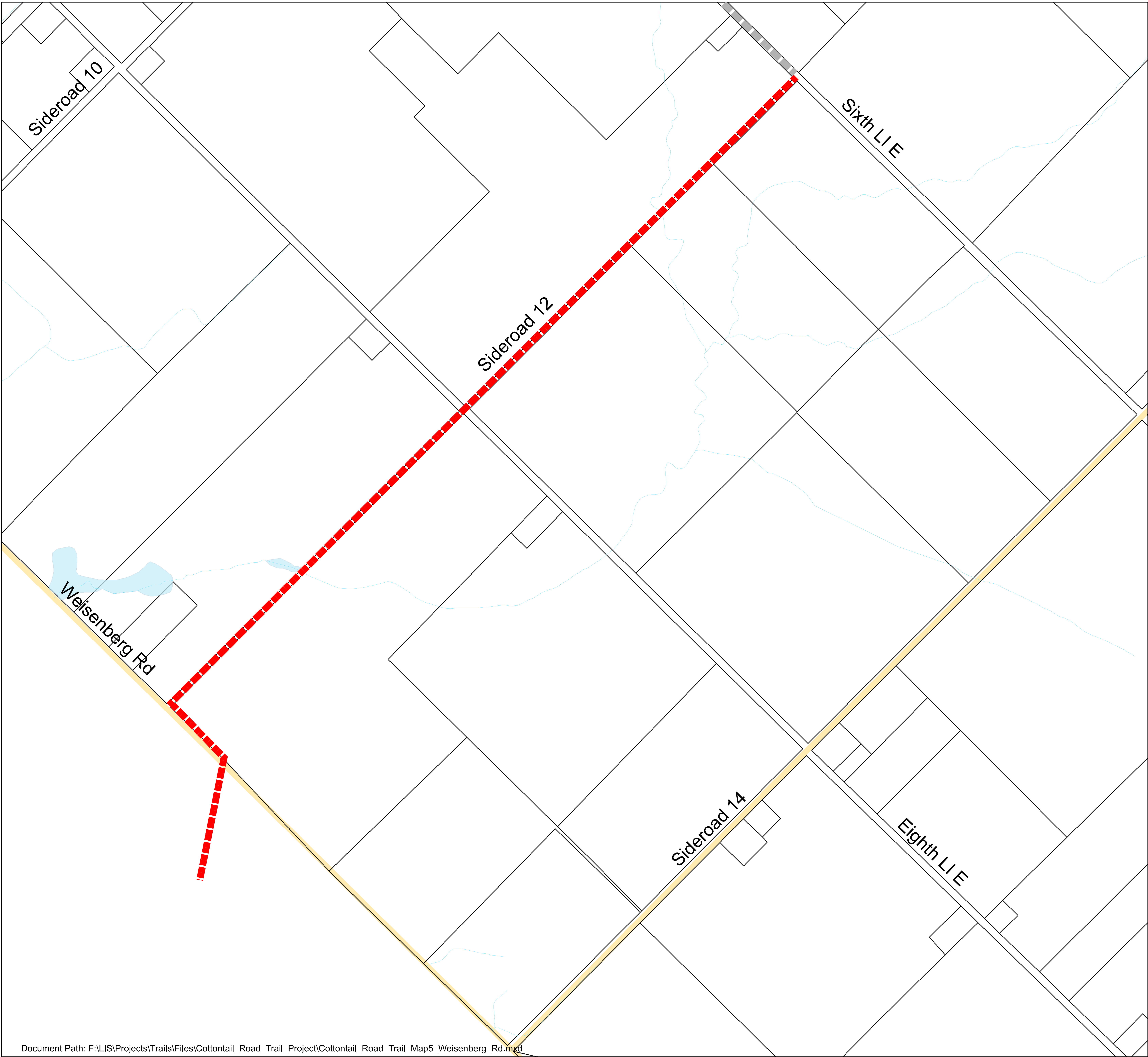
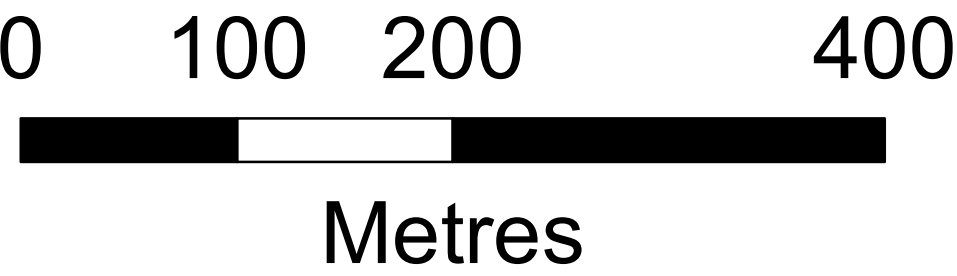
Existing Conditions:

- Sideroad 12 - 2.4 km paved
- Weisenberg Rd - 0.8 km gravel



Date Prepared: May 29, 2015.

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Sources:
County of Wellington Planning and Development
Department 2014. Ministry of Natural Resources



APPENDIX 3

Concept Plan for Parking Lot

CONCEPT PLAN

WELLINGTON ROAD No.

4 TO 5 PARKING SPOTS

ROAD

No.

21 (ASPHALT SURFACE)

4 TO 5 PARKING SPOTS



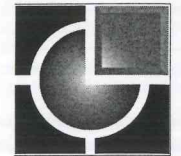
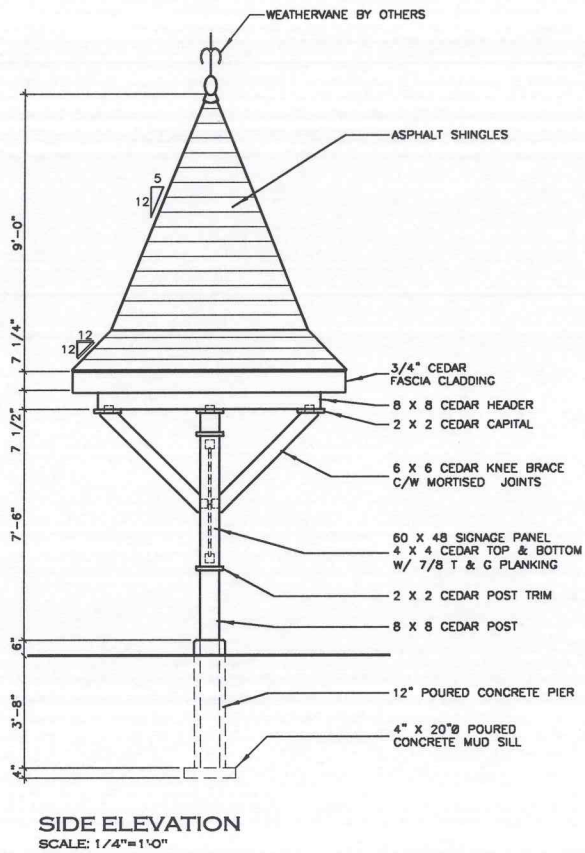
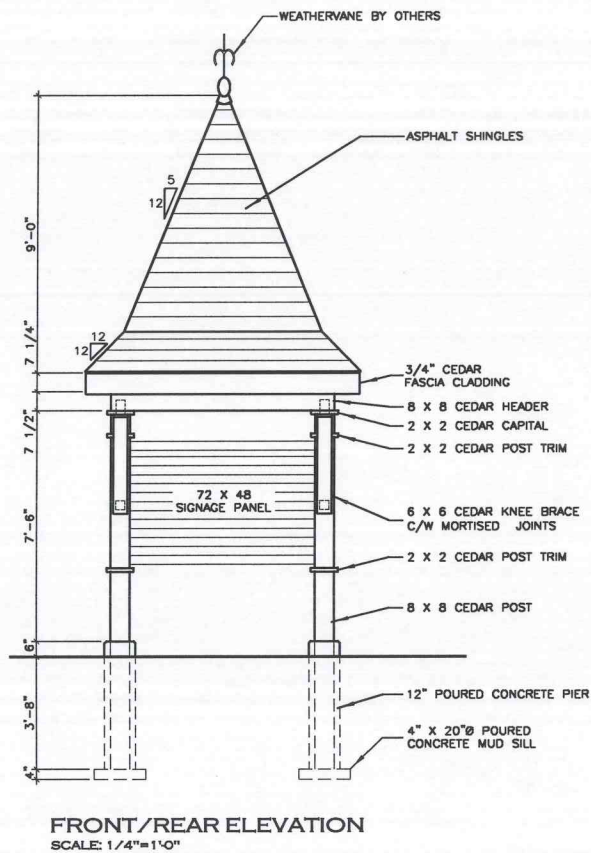
NEW POST ^{375.65} & WIRE FENCE ^{375.61}
BETWEEN EXISTING & BELL BOX

YELLOW ^{275.80} DENOTES
AREA TO BE PAVED
CONCESSION

~~EXISTING~~ GATE - SWING
RADIUS

APPENDIX 4

Kiosk Detail



GRINHAM ARCHITECTS
15 Yarmouth Street
Guelph, Ontario, N1H 4G2
Tel: 519.766.1550
Fax: 519.766.1377
Email: info@grinham.ca
Web: www.grinham.ca

ONTARIO ASSOCIATION
OF
ARCHITECTS

LLOYD A. GRINHAM
LICENCE
4752

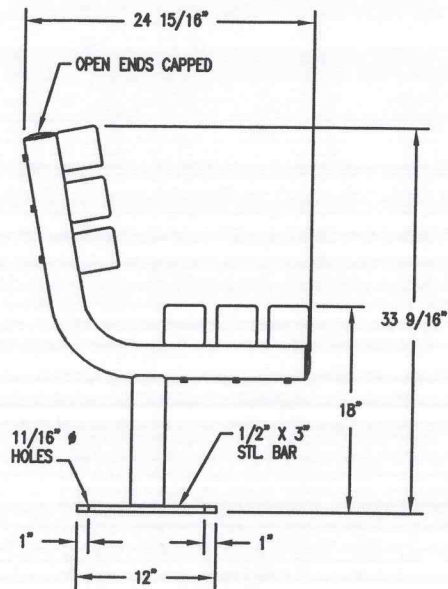
NO	DATE	REVISIONS	ISSUED FOR REVIEW
01	2015 05 20		

PROPOSED
TRAIL KIOSK
TOWNSHIP OF WELLINGTON
ELEVATIONS

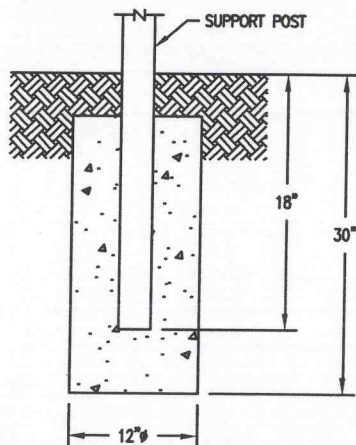
SCALE: 1/4" = 1'-0"
DATE: 21-May-2015
DRAWN: MK
CHECKED: LAG
STATUS: PRELIM
JOB NO: 1545
A-01

APPENDIX 5

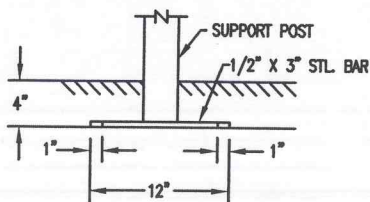
Bench Detail



☐ S-2 SURFACE MOUNT



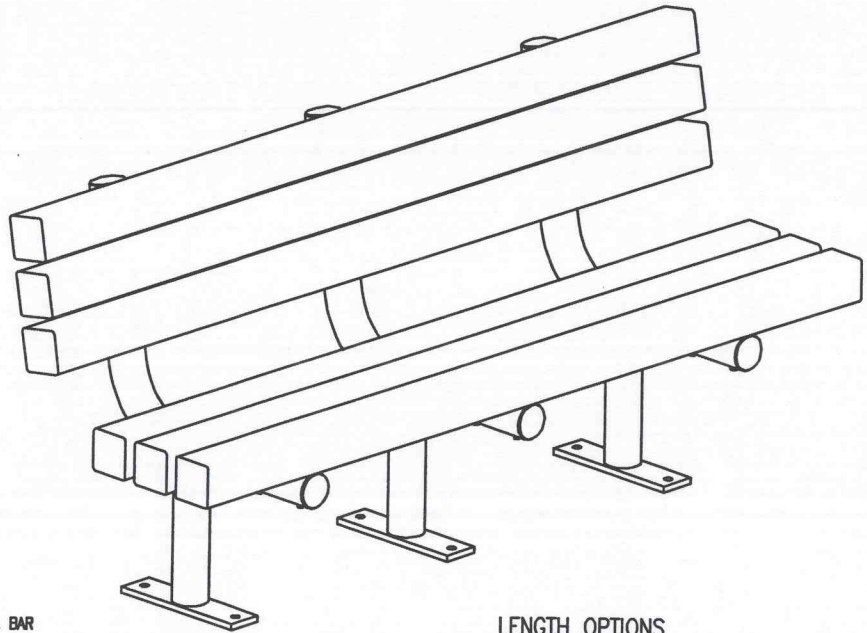
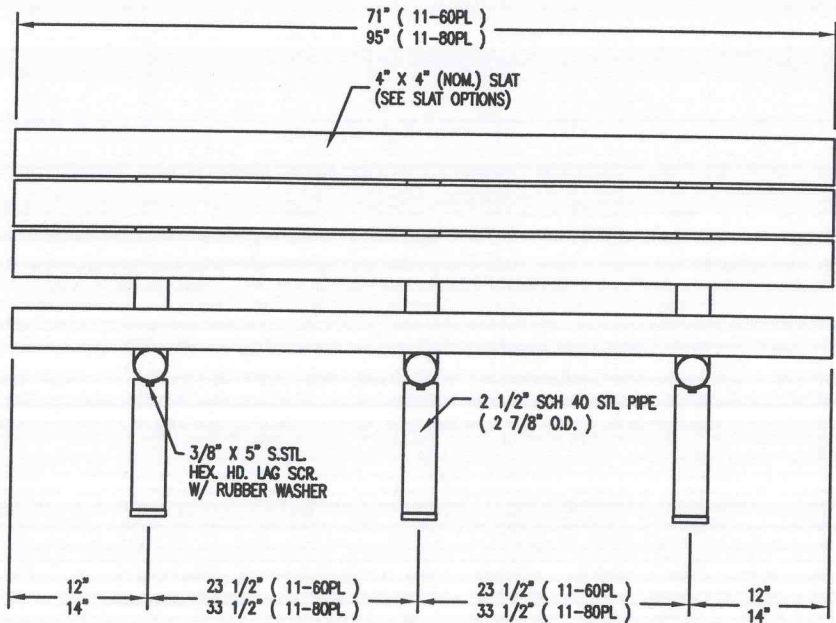
☐ S-1 EMBEDMENT



☐ S-4 SUB FLOOR

NOTES

- 1.) ALL STL. MEMBERS COATED W/ ZINC RICH EPOXY THEN FINISHED W/ POLYESTER POWDER COATING.
- 2.) 1/2" X 3 3/4" EXPANSION ANCHOR BOLTS PROVIDED FOR S-2 AND S-4 OPTIONS.



LENGTH OPTIONS

- ☐ 6' BENCH
☐ 8' BENCH

SLAT OPTIONS

- ☐ "CEDAR" RECYCLED PLASTIC
☐ "GREY" RECYCLED PLASTIC
☐ "REDWOOD" RECYCLED PLASTIC
☐ "WALNUT" RECYCLED PLASTIC
☐ OTHER _____

DuMor, inc.
P.O. Box 142 Mifflintown, PA 17059-0142

SCALE : NONE
DATE DRAWN : 3/22/94
DRAWN BY : AH
DATE REV. : 10/25/11
REV. BY : RDH

TITLE :

BENCH

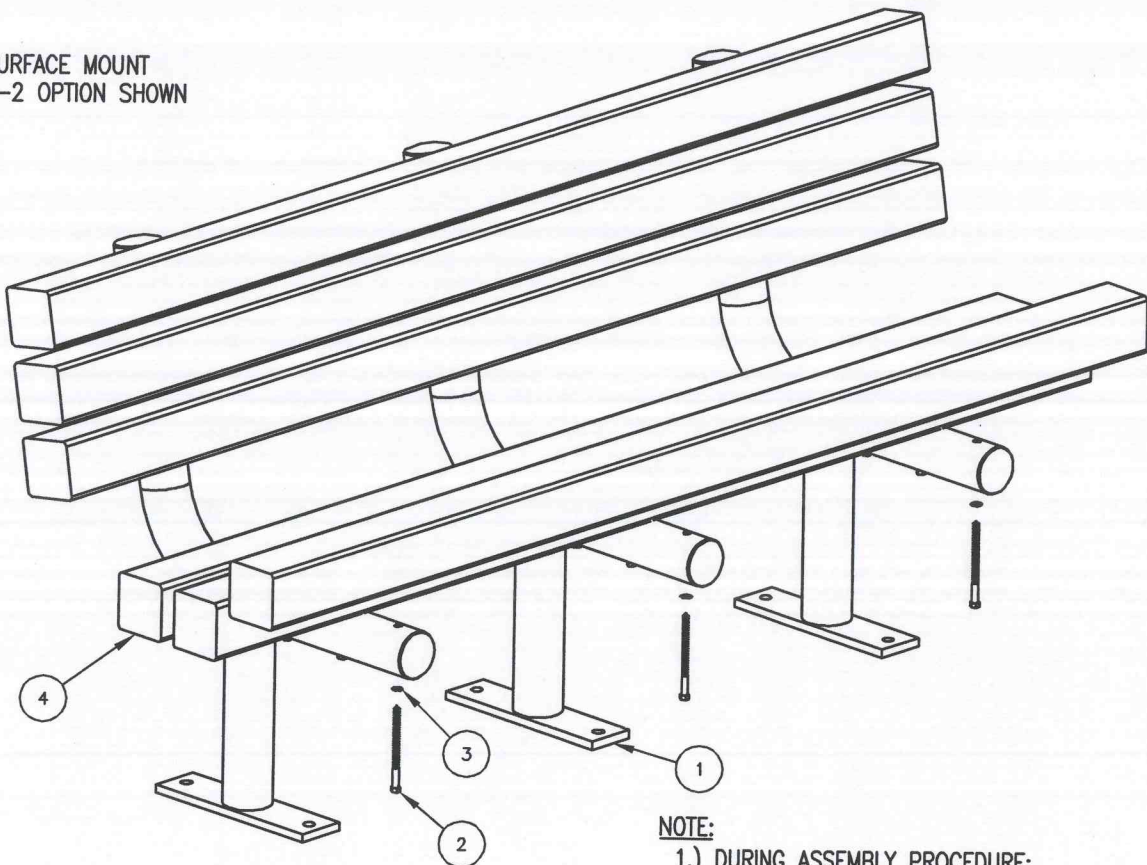
REV.
D

DRAWING
NUMBER

11 SERIES PL

SHEET
1 OF 2

SURFACE MOUNT
S-2 OPTION SHOWN



NOTE:

- 1.) DURING ASSEMBLY PROCEDURE;
DO NOT COMPLETELY TIGHTEN HARDWARE.
- 2.) THE ACTUAL PARTS WILL NOT BE NUMBERED:
NUMBERS ONLY APPLY TO DRAWING.
- 3.) SEE SPEC. SHEET 1 FOR MOUNTING OPTIONS.

STEP 1:

USE 3 - PC. SUPPORT POST (1)
 18 - PCS. 3/8" X 5" SS. HEX HD. LAG SCR. (2)
 18 - PCS. 3/8" ID. X 5/8" OD. RUBBER WASHER (3)
 6 - PC. 4" X 4" X 71" PLASTIC SLAT (4)
 ATTACH ONE PLASTIC SLAT (4) TO THREE SUPPORT POSTS (1)
 USING HARDWARE (2 & 3). TIGHTEN TO SNUG FIT. REPEAT
 UNTIL ALL PLASTIC SLATS ARE ATTACHED TO SUPPORT POSTS.

STEP 2:

UPON COMPLETION OF BENCH ASSEMBLY SQUARE ALL COMPONENTS
 THEN TIGHTEN ALL HARDWARE.

STEP 3:

ANCHOR ACCORDING TO SUPPORT OPTION USED.

ITEM	QTY	PART NO	DESCRIPTION
1	3	0-56-00-02/S-2	SUPPORT POST FOR SURFACE MOUNT
2	18	1-13-019	3/8" X 5" SS HEX HD LAG SCR
3	18	1-22-018	3/8" ID X 5/8" OD RUBBER WASHER
4	6	0-11-60PL-02	4" X 4" X 71" PLASTIC SLAT

DuMor, inc.
 P.O. Box 142 Mifflintown, PA 17059-0142

SCALE : NONE
 DATE DRAWN : 3/22/94
 DRAWN BY : AH
 DATE REV. : 10/25/11
 REV. BY : RDH

TITLE :

BENCH

REV.
D

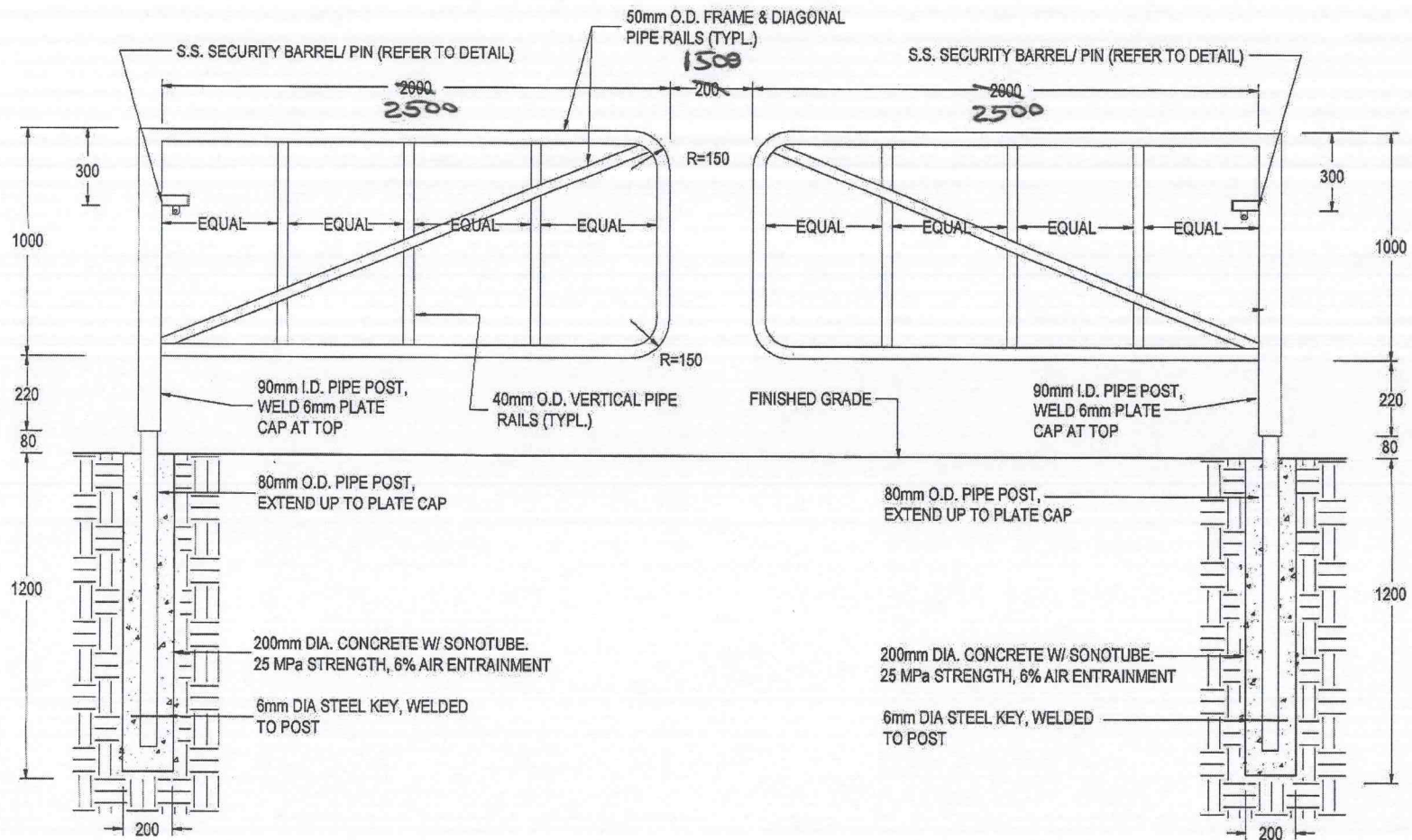
DRAWING
NUMBER

11 SERIES PL

SHEET
2 OF 2

APPENDIX 6

Barrier Gates

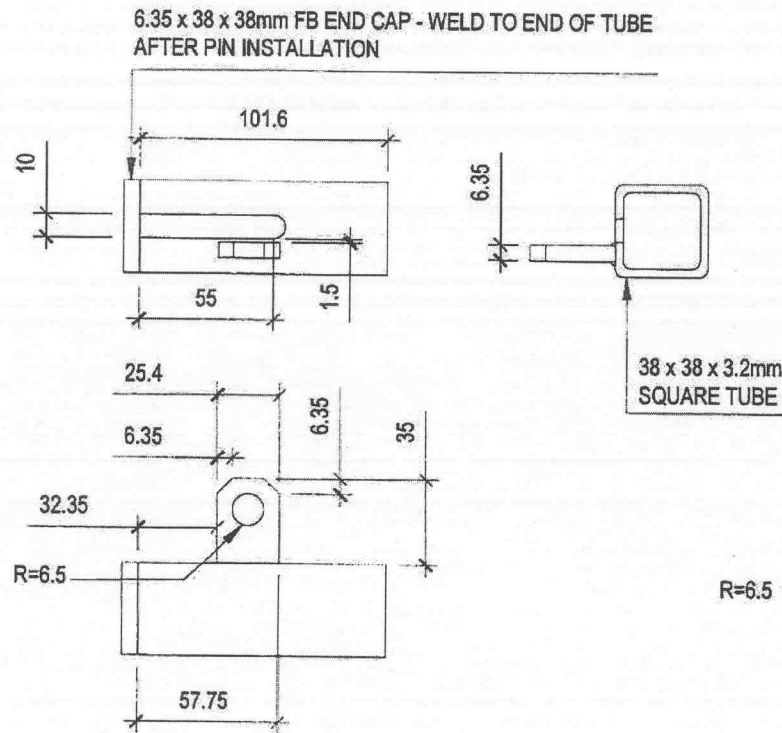


NOTES:

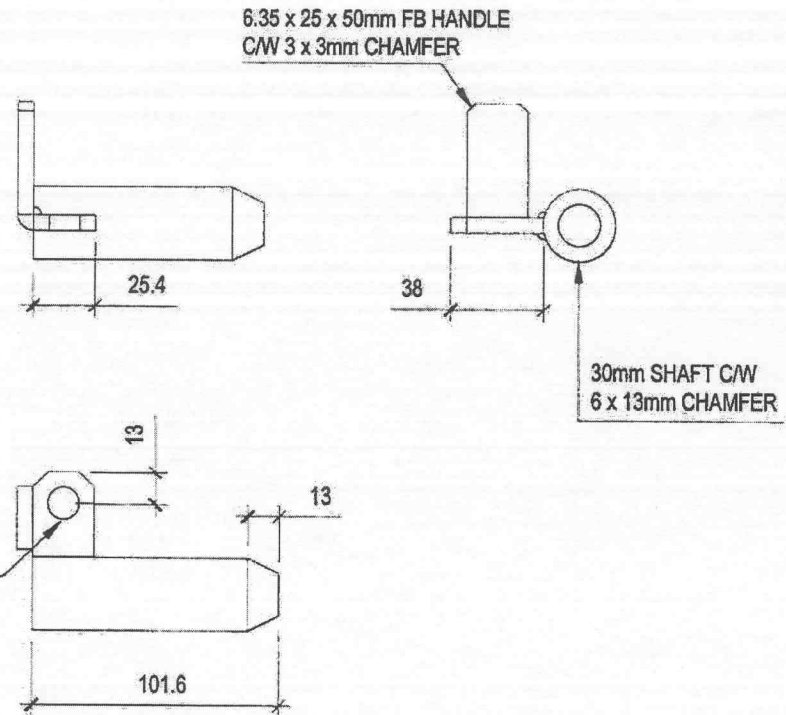
- ALL GATE METAL EXCEPT S.S. SECURITY BARREL/PIN TO BE SCHEDULE 40 STEEL PIPE, HOT DIP GALVANIZED TO MEET CSA-G164-M1981 AFTER FABRICATION. ALL WELDS TO MEET CSA W59-M1989 AND BE GROUND SMOOTH. TOUCH UP ALL MINOR DAMAGED AREAS WITH ZINC BASED PAINT AFTER INSTALLATION. POSITION DRAINAGE HOLES TO MINIMIZE WATER INGRESS; FILL HOLES IF DIRECTED BY TOWNSHIP REPRESENTATIVE.
- EXACT LOCATION OF GATE AND ANY ADDITIONAL LANDSCAPE TREATMENTS TO BE AS DIRECTED ON SITE BY TOWNSHIP REPRESENTATIVE.
- THIS DRAWING MUST BE READ IN CONJUNCTION WITH DRAWING L4, STAINLESS STEEL SECURITY BARREL/PIN FOR TRAIL BARRIER GATE.

TOWNSHIP OF CENTRE WELLINGTON	DATE OCT., 2013	REV. 0
MAINTENANCE ACCESS GATE	STD. L5	

TRITON ENGINEERING SERVICES LIMITED



BARREL DETAIL



PIN DETAIL

NOTES:

- REMOVE GALVANIZING FROM GATE AT BARREL/PIN WELD AREA AND FULLY COAT WELD SURFACE WITH ZINC BASED PAINT OVERLAPPING ONTO STAINLESS STEEL.
- THIS DRAWING MUST BE READ IN CONJUNCTION WITH DRAWING L3, TRAIL BARRIER GATE.

TOWNSHIP OF CENTRE WELLINGTON	DATE MAY, 2013	REV. 0
STAINLESS STEEL SECURITY BARREL/PIN FOR TRAIL BARRIER GATE	STD. L4	

TRITON ENGINEERING SERVICES LIMITED

APPENDIX 7

Signage Plan

TRAIL SIGNAGE PLAN

Cottontail Road Trail

OFF-ROAD

Size	Sign Type	Description	Number	Location
5'x3'	Major Trailhead Sign (with Kiosk)	Typically located at staging areas	1	<ul style="list-style-type: none"> Wellington Road 21 & Cottontail Road
3'x3'	Minor Trailhead Sign	Typically located at major junctions along the trail	4	<ul style="list-style-type: none"> Sideroad 4 & Cottontail Road Second Line E & Sideroad 10 Second Line E at transition to on-road portion At KBT junction
18"x24"	Trail Entry Sign/ Permitted Uses	Located at minor entry points to trail illustrating permitted uses (road and trail intersections)	2	<ul style="list-style-type: none"> Wellington Road 21 & Cottontail Road at barrier gate Sideroad 4 & Cottontail Road at barrier gate
6"x6'	Trail Marker/ Directional	Located along trail at 1.0 km intervals and at road and trail intersections	8	<ul style="list-style-type: none"> Cottontail Road (4) Second Line E (4)
	No Parking in front of Gate	Regulatory signage on front of barrier gate	2	<ul style="list-style-type: none"> Wellington Road 21 & Cottontail Road Sideroad 4 & Cottontail Road
	Roadway Name Sign	Directional signage on backside of barrier gate	2	<ul style="list-style-type: none"> Wellington Road 21 & Cottontail Road Sideroad 4 & Cottontail Road
	Stop Sign	Regulatory signage where trail intersects with a road	5	<ul style="list-style-type: none"> Wellington Road 21 & Cottontail Road Sideroad 4 & Cottontail Road Second Line E at transition to on-road portion Trail crossing on Second Line E (2)
	Stop Sign Ahead	Warning sign	1	<ul style="list-style-type: none"> Cottontail Road approaching Sideroad 4
	Steep Grade	Warning sign	1	<ul style="list-style-type: none"> Cottontail Road approaching Sideroad 4
18"x24"	Please Stay on the Trail	Warning sign adjacent to private property	1	<ul style="list-style-type: none"> At residence adjacent to trail on Cottontail Road

ON-ROAD

Size	Sign Type	Description	Number	Location
18"x24"	Trail Marker/Directional	Located along on-road portions of trail at 1.0 km intervals	17	<ul style="list-style-type: none"> Wellington Road 21 (3) Second Line E south of bridge (1) Sideroad 10 (4) Sixth Line E (2) Sideroad 12 (4) Weisenberg Road (3)
18"x24"	Trail Crossing Ahead	Warning sign	6	<ul style="list-style-type: none"> Second Line E near Sideroad 4 Second Line E approx. midway between Sideroad 4 & Sideroad 10

MAJOR TRAILHEAD SIGN (to be inserted into kiosk)

1

Description: Typically located at staging areas

Size: 6' x 4' (1.8 m x 1.2 m)

Required: 1

Location: Trail staging area at WR 21

TRAIL NAME/LOGO

TRAIL MAP

KEY MAP

TRAIL ETIQUETTE

Rules of Trail

For use only during daylight hours

Use at your own risk

Stay on trail, respect private property

Keep dogs on a leash

Clean up after your pet

Permitted Uses

Hiking

Biking

Cross-country skiing

Prohibited Uses

No unauthorized vehicles

No ATV use

No camping, fires or cooking

No hunting

No horseback unless posted

FUNDING PARTNERS

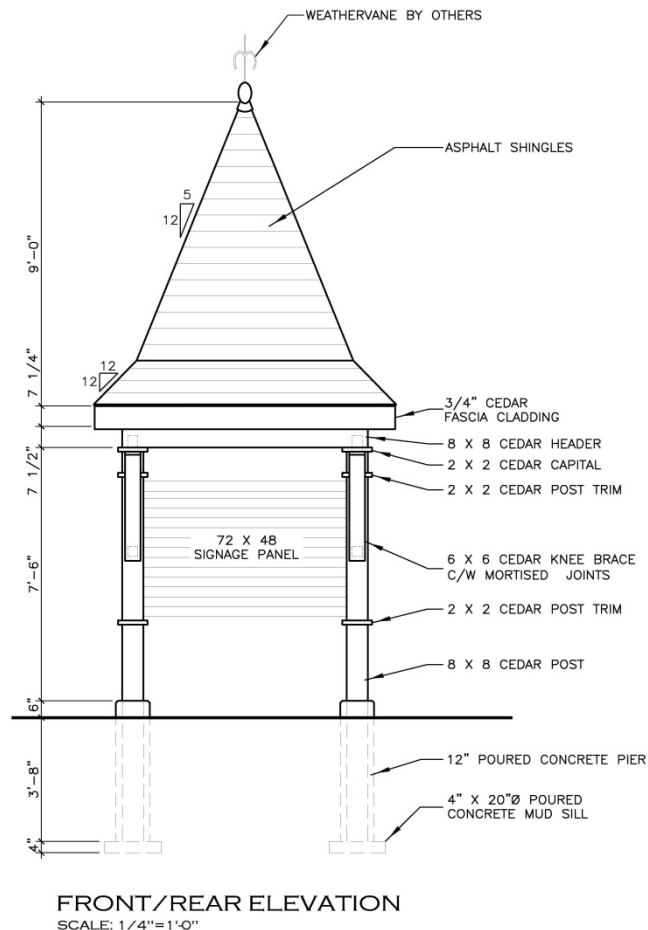
County of Wellington

Trans Canada Trail

EMERGENCY INFORMATION

Police, Fire, Ambulance - 911

General maintenance issues - County of Wellington 519.837.2600



MINOR TRAILHEAD SIGN

2

Description: Typically located at major junctions along trail
Size: 3' x 3' (0.9 m x 0.9 m)
Required: 4
Location: Sideroad 4 & Cottontail Road
Second Line E & Sideroad 10
Second Line E at transition to on-road portion
At junction with Kissing Bridge Trailway

TRAIL NAME/LOGO

TRAIL MAP

TRAIL ETIQUETTE

Rules of Trail

For use only during daylight hours
Use at your own risk
Stay on trail, respect private property
Keep dogs on a leash
Clean up after your pet

Permitted Uses

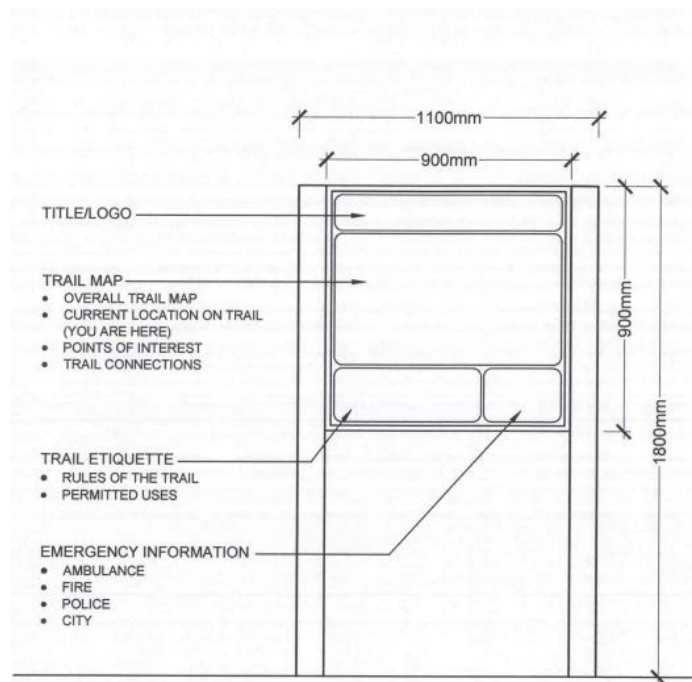
Hiking
Biking
Cross-country skiing

Prohibited Uses

No unauthorized vehicles
No ATV use
No camping, fires or cooking
No hunting
No horseback unless posted

EMERGENCY INFORMATION

Police, Fire, Ambulance - 911
General maintenance issues - County of Wellington 519.837.2600



TRAIL ENTRY SIGN/RULES OF THE TRAIL

3

Description: Located at minor entry points to trail to illustrate permitted uses
Typically at trail and road intersections

Size: 18" x 24"

Required: 2

Location: Wellington Road 21 & Cottontail Road at barrier gate
Sideroad 4 and Cottontail Road at barrier gate

TRAIL NAME/LOGO

TRAIL ETIQUETTE

Rules of Trail

For use only during daylight hours
Use at your own risk
Stay on trail, respect private property
Keep dogs on a leash and clean up after your pet

Permitted Uses

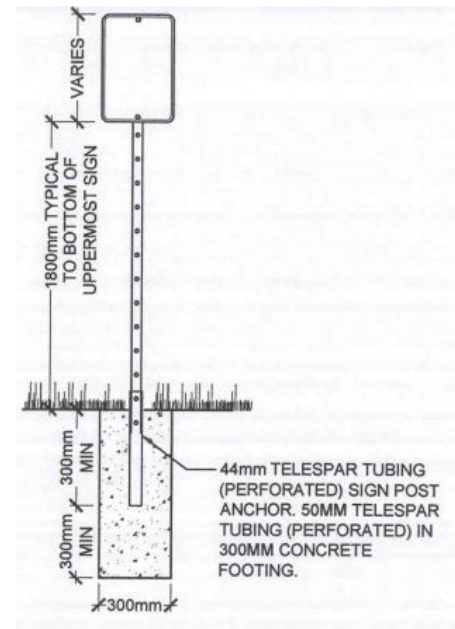
Hiking
Biking
Cross-country skiing
Horseback

Prohibited Uses

No unauthorized vehicles
No ATV use
No camping, fires or cooking
No hunting

FUNDING PARTNERS

County of Wellington
Trans Canada Trail



TRAIL MARKER/DIRECTIONAL (Off-road)

4

Description: Located along the trail at 1 km intervals and at road and trail intersections

Size: 6" x 6' (0.15 m x 1.8 m)

Required: 8

Location: Cottontail Road (4)
Second Line E (4)

TRAIL NAME AND/OR LOGO

ARROW DIRECTIONALS

COUNTY LOGO

TRANS CANADA TRAIL LOGO

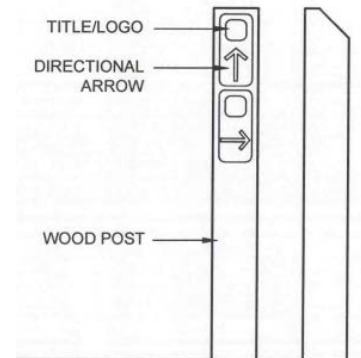
PERMITTED AND PROHIBITED USE SYMBOLS

Permitted Uses

Hiking

Biking

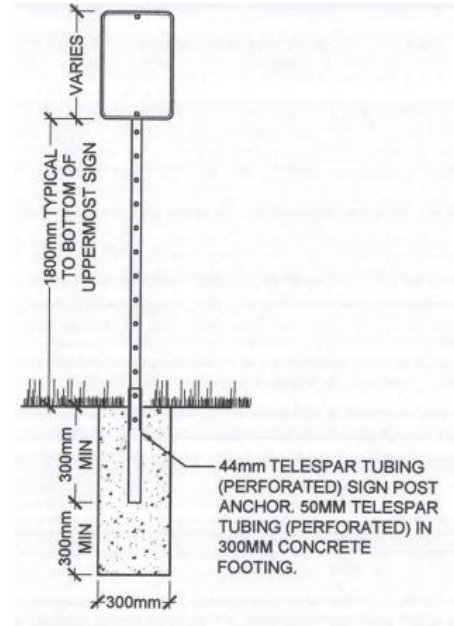
Cross-country skiing



5

Location: At residence adjacent to trail on Cottontail Road

Chicken crossing



TRAIL MARKER/DIRECTIONAL (On-road)

6

Description: Located along on-road portions of trail at 1 km intervals

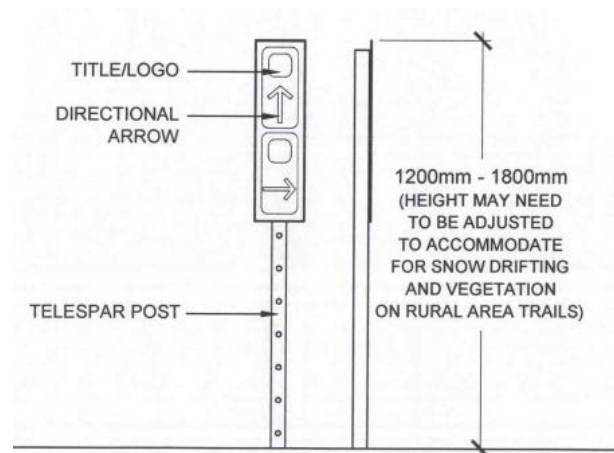
Size: 12" x 24"

Required: 17

Location: Wellington Road 21 (3)
Second Line E south of bridge (1)
Sideroad 10 (4)
Sixth Line E (2)
Sideroad 12 (4)
Weisenberg Road (3)

TRAIL NAME AND/OR LOGO

ARROW DIRECTIONALS



Cottontail Road Trail

(Wellington Rd 21 & Cottontail Road)



Legend

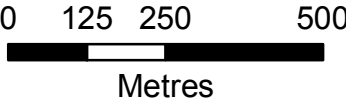
- On-Road Route
- Off-Road Multi-Use Trail
- Major Trailhead Sign
- Minor Trailhead Sign
- No Parking in front of gate
- Roadway name on back of gate
- Stop Sign
- Stop Sign Ahead
- Please stay on the trail sign
- Steep Grade
- Roadway Name Sign
- Trail Crossing Ahead
- Trail Marker Directional (Off-Road)
- Trail Marker Directional (On-Road)
- Trail Entry Sign/Permitted Uses



Date Prepared: May 26, 2015.

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Sources:
County of Wellington Planning and Development
Department 2014. Ministry of Natural Resources



Cottontail Road Trail

(Elora Research Station)



Legend

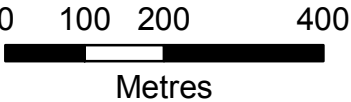
- On-Road Route
- Off-Road Multi-Use Trail
- Major Trailhead Sign
- Minor Trailhead Sign
- No Parking in front of gate
- Roadway name on back of gate
- Stop Sign
- Stop Sign Ahead
- Please stay on the trail sign
- Steep Grade
- Roadway Name Sign
- Trail Crossing Ahead
- Trail Marker Directional (Off-Road)
- Trail Marker Directional (On-Road)
- Trail Entry Sign/Permitted Uses



Date Prepared: May 26, 2015.

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County of Wellington Planning and Development
Department 2014. Ministry of Natural Resources



Cottontail Road Trail

(Sideroad 10 & Sixth Line)



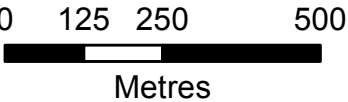
Legend

- On-Road Route
- Off-Road Multi-Use Trail
- Major Trailhead Sign
- Minor Trailhead Sign
- No Parking in front of gate
- Roadway name on back of gate
- Stop Sign
- Stop Sign Ahead
- Please stay on the trail sign
- Steep Grade
- Roadway Name Sign
- Trail Crossing Ahead
- Trail Marker Directional (Off-Road)
- Trail Marker Directional (On-Road)
- Trail Entry Sign/Permitted Uses



Date Prepared: January 6, 2015.

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Department 2014. Ministry of Natural Resources



Cottontail Road Trail

(Sideroad 12 & Weisenberg Road)



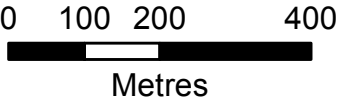
Legend

- On-Road Route
- Off-Road Multi-Use Trail
- Major Trailhead Sign
- Minor Trailhead Sign
- No Parking in front of gate
- Roadway name on back of gate
- Stop Sign
- Stop Sign Ahead
- Please stay on the trail sign
- Steep Grade
- Roadway Name Sign
- Trail Crossing Ahead
- Trail Marker Directional (Off-Road)
- Trail Marker Directional (On-Road)
- Trail Entry Sign/Permitted Uses



Date Prepared: January 6, 2015.

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Sources:
County of Wellington Planning and Development
Department 2014. Ministry of Natural Resources





COUNTY OF WELLINGTON

COMMITTEE REPORT

To: Chair and Members of the Planning Committee
From: Linda Dickson, Emergency Manager/CEMC
Date: Thursday, June 11, 2015
Subject: 9-1-1 CERB contract renewal for 2015

Background:

In October 2001, the County of Wellington entered into its first agreement/contract with the Ontario Provincial Police to provide the 9-1-1 CERB service for the County. Since October of 2001, the Ontario Provincial Police have provided a very good, cost effective 9-1-1 Central Emergency Reporting Bureau for Wellington. The current agreement with the OPP expires October 21 this year. The OPP has presented a renewal agreement for the term October 22, 2015 to October 21, 2020.

Agreement:

There are no major changes to the agreement. However, the contract renewal period increases from three years to five years. A copy of the agreement and renewal letter are attached.

Costs

The OPP continues to charge a per capita cost of \$0.561. The agreement and costing is based upon a population figure of 86,672 for Wellington County. The population figure is taken from the Ontario Municipal Directory. The annual service cost for the contract period which is now set a five years will increase slightly from \$46,391.89 to \$48,622.99 annually. The increase is the result of the increase in the population figure used for the agreement.

To date, fees of approximately \$41,777.36 have been paid to the OPP for the duration of the existing contract, which expires October 21, 2015. If County Council authorizes the execution of the new agreement, we will receive a second invoice for the cost of the service for the rest of 2015 under the costing terms of the new agreement. The total amount to be expended for the CERB contract, based upon the current and renewed agreement will be about \$1,600 over budget for 2015.

Recommendation:

That Council for the County of Wellington adopts a by-law authorizing the Warden and the Clerk to execute an Agreement for the provision of 9-1-1 CERB Services between the County of Wellington and the Ontario Provincial Police for a five year term from October 22, 2015 to October 21, 2020

Respectfully submitted,

Linda Dickson, MCIP, RPP
Emergency Manager/CEMC

**Municipal Policing Bureau
Police municipale Bureau**

777 Memorial Ave.
Orillia ON L3V 7V3

777,ave Memorial
Orillia (ON) L3V 7V3

Tel: (705) 329-6200

Fax: (705) 330-4191

File Reference:SSC 01– 134 C

February 9, 2015

Ms. Linda Dickson, MCIP, RPP
Community Emergency Management Coordinator
The Corporation of the County of Wellington
Wellington Terrace, 474 Wellington Road 18, Suite 20
Fergus, ON N1M 0A1

Dear Ms. Dickson:

Re: Renewal of 9-1-1 Central Emergency Reporting Bureau (CERB) Services Agreement between the Ontario Provincial Police (OPP) and the Corporation of the County of Wellington

As you aware, the current *Agreement for the Provision of 9-1-1 CERB Services* between the OPP and the Corporation of the County of Wellington expires on October 21, 2015. Under section 9.2 of the current Agreement, your community has the option of extending the contract under the same terms and conditions, save for costs, by providing written notice to the OPP. Your community also has the choice of entering into a new version of the current Agreement with the OPP. Should your community choose this option; the OPP will require a certified true copy of a By-Law from the Corporation of the County of Wellington authorizing the new Agreement.

Municipal Policing Bureau has prepared a 9-1-1 CERB Services renewal information package for your Corporation. Included in the package is a draft version of our current 9-1-1 CERB Services Agreement for your Corporation to review and an information document outlining the OPP provision of 9-1-1 CERB Services. Please note in the attached draft version of our current 9-1-1 CERB Services Agreement we now maintain all digital voice records for five (5) years (Section 4.5 in the Agreement). Additionally, the current term for the Agreement is now five (5) years.

The population of the community served by your Corporation determines costs for this service. Subject to section 3.1(b), upon renewal, your annual costs for the provision of this service for a further 5 year term will be **\$48,622.99**, based upon a population of 86,672 residents as noted in the current Agreement. If this population figure is inaccurate, please advise Municipal Policing Bureau what the accurate population is for your community, and the cost will be amended accordingly.

If you have any questions or concerns about this process or our response to your questions, please call me at (705) 329-6192 or e-mail pamela.ford@opp.ca.

Yours truly,

Pamela Ford, Sergeant
Contract Analyst, Specialized Services Agreements
Municipal Policing Bureau

/pf

c: Commander, Municipal Policing Bureau



**AGREEMENT FOR THE
PROVISION
OF
9-1-1 C.E.R.B. SERVICES**

BETWEEN

**THE COMMISSIONER OF
THE ONTARIO PROVINCIAL POLICE**

AND

**THE CORPORATION OF THE COUNTY OF
WELLINGTON**

This Agreement made in four (4) originally executed copies.

AGREEMENT FOR THE PROVISION OF 9-1-1 CERB SERVICES

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ONTARIO as
represented by the MINISTRY OF COMMUNITY SAFETY
AND CORRECTIONAL SERVICES
on behalf of the ONTARIO PROVINCIAL POLICE**

(“O.P.P.”)

OF THE FIRST PART

AND:

**THE CORPORATION OF THE CORPORATION OF THE COUNTY OF
WELLINGTON
(the “Municipality”)**

OF THE SECOND PART

RECITALS:

- A. WHEREAS** Bell Canada has entered into an agreement with the Municipality to provide the Municipality with a 9-1-1 Public Emergency Reporting Service – Ontario;
- B. AND WHEREAS** it is the obligation of the Municipality under its agreement with Bell Canada to ensure that a Central Emergency Reporting Bureau serves the Municipality;
- C. AND WHEREAS** the Municipality is permitted under its agreement with Bell Canada to contract with a third party for the management and operation of the Central Emergency Reporting Bureau;
- D. AND WHEREAS** the Municipality wishes to contract with the O.P.P. for the management and operation of the Central Emergency Reporting Bureau;
- E. AND WHEREAS** the Municipality confirms its adherence to this Agreement by executing it, as provided for herein, and providing the O.P.P. with a certified copy of the resolution or by-law authorizing it entering into this Agreement;

NOW THEREFORE, in consideration of the promises and covenants herein, the Parties agree as follows:

- 0.1 The Parties warrant that the recitals are true.

1.0 DEFINITIONS AND INTERPRETATION

1.1 Definitions - For the purposes of this Agreement, the following terms have the meanings ascribed below:

“Agreement” means this agreement and Schedule “A”, which is attached to, and forms part of this Agreement.

“ALI” means an automatic location identification, which consists of a database feature that displays, to the CERB and Remote Agencies, address and location data with respect to a telephone line from which the 9-1-1 Call originates.

“ANI” means an automatic number identification, which consists of a database feature that displays the telephone number of the primary exchange service that originates the 9-1-1 Call to the CERB.

“Call Control” means a feature that allows the 9-1-1 call taker at the CERB to maintain control of the line upon which the 9-1-1 Call was made regardless of calling-party action.

“CERB” means the Central Emergency Reporting Bureau serving the Municipality, and located at the O.P.P. Provincial Communications Centre (PCC), which is the first point of reception by the O.P.P. of 9-1-1 Calls.

“Director” means the Director of Provincial Communication Operations, Communications and Technology Services Bureau.

“ESZ” means an Emergency Services Zone, which is a geographic area served by a Remote Agency in the Municipality.

“Party” means the O.P.P. or the Municipality, and “Parties” shall mean both of them.

“Mayor” or “Reeve” means Mayor or Reeve for the municipality.

“Remote Agency” means the communication center of a fire, police or ambulance agency, within an ESZ, to which 9-1-1 Calls are transferred from the CERB, and for which the Remote Agency is then responsible for taking appropriate action.

“Selective Routing and Transfer” means a feature that automatically routes a 9-1-1 Call to the appropriate CERB or Remote Agency based upon the ANI of the telephone line from which the 9-1-1 Call originates.

“9-1-1 Call” means a phone call received at the CERB, which requires an emergency response, typically the transfer of the call to a Remote Agency.

“9-1-1 PERS” means the Public Emergency Reporting Service – Ontario, which is a telecommunications service provided by Bell Canada pursuant to Bell Canada General Tariff Item 1400 to Municipalities for the delivery of 9-1-1 Calls to the CERB and to Remote Agencies and pursuant to the agreement between Bell Canada and the Municipality.

- 1.2 **Severability** - If any term of this Agreement shall be held to be illegal, invalid, unenforceable, null, void or inoperative by a court of competent jurisdiction, the remaining terms shall remain in full force and effect.
- 1.3 **Section Headings** - The section headings contained herein are for purposes of convenience only, and shall not be deemed to constitute a part of this Agreement or to affect the meaning or interpretation of this Agreement in any way.
- 1.4 **Entire Agreement** - This Agreement constitutes the entire agreement of the Parties, with respect to the provision and operation of services as defined hereunder and supersedes any previous agreement whether written or verbal. In the event of a conflict or inconsistency between this Agreement, and a tender document such as request for proposals issued by the Municipality for the provision of services as described hereunder or the proposal that the O.P.P. submitted in response to the tender document, this Agreement shall prevail to the extent of the conflict or inconsistency.
- 1.5 **Amendments** – Any amendments to this Agreement shall be in writing and shall not take effect until approved in writing by both Parties.
- 2.0 NOTICES**
- 2.1.1 **Notice** - Any notice required pursuant to this Agreement shall be in writing and delivered personally, sent by facsimile transmissions (“FAX”) or by registered mail to the following addresses:
- To the Municipality.
- Attention: The Warden
The Corporation of the County of Wellington
74 Woolwich Street
Guelph, ON N1H 3T9
FAX: (519) 837-1909
- To the O.P.P.
- Attention: Director – Provincial Communications Operations,
Communications and Technology Services Bureau
General Headquarters
777 Memorial Avenue
Orillia, Ontario
L3V 7V3
FAX: (705) 329-6230

Or to such other addresses either of the Parties may indicate in writing to the other. Any notice given in accordance with this Agreement shall be deemed to have been received upon delivery, if delivered personally, at the time of transmission if sent by FAX, or five (5) days after posting, if sent by registered mail.

2.2 **Notices in Writing** – All notices required under this Agreement shall be in writing.

3.0 **RATES AND METHOD OF PAYMENT**

3.1 The Municipality shall pay the O.P.P. for providing and operating the CERB as follows:

- (a) **Amount of Annual Rate** - The Municipality shall be charged and shall be required to pay an annual rate of **\$48,622.99** based on the Municipalities' residential population of 86,672 at a per capita cost of **\$0.561**. The per capita cost shall remain constant for the 5-year term of this agreement.
- (b) **Review of Annual Rate** - The annual rate specified in clause (a) of section 3.1 herein shall be reviewed at the end of every calendar year the Agreement is in effect. In the event that the residential population of the Municipality increases or decreases by more than 10% during either the previous year, or cumulatively since the date the Agreement began, the annual rate shall be adjusted accordingly for the following year, and the Municipality shall be obliged to pay the O.P.P. the revised annual rate. The O.P.P. shall determine the annual revisions to the residential population using population figures found in the latest version of the Ontario Municipal Directory, or if not found there, then in other recognized sources.
- (c) **Invoices** - The first invoice shall be issued immediately to the Municipality upon the start of the Agreement. The Municipality shall subsequently be invoiced annually at the beginning of each calendar year, and the invoice shall cover the time period for the subsequent calendar year, or portion thereof that this Agreement is in effect.
- (d) **Interest for Late Payments** – In addition to any other remedies the O.P.P. may have at law, the Municipality shall be charged and required to pay interest at the rate set by the Minister of Finance for Ontario from time to time if the O.P.P. has not received full payment from the Municipality within thirty (30) days of the date the O.P.P. issued an invoice.

4.0 RESPONSIBILITIES OF THE O.P.P.

The O.P.P. shall manage and operate the CERB and:

- 4.1 **Personnel** - Staff the CERB at a level appropriate to answer, handle and transfer 9-1-1 Calls to the appropriate Remote Agency in a manner and at a level based on typical 9-1-1 call volumes in the Municipality.
- 4.2 **Equipment** - Provide, in its operation of the CERB, terminal equipment which permits the utilization of features provided by Bell Canada to the Municipality under 9-1-1 PERS consisting of “ALI”, “ANI”, “Selective Routing and Transfer” and “Call Control” features, and such features can be adapted, where required, for callers who are hearing or voice impaired.
- 4.3 **Hours** - Operate the CERB twenty-four (24) hours a day, (7) seven days a week.
- 4.4 **9-1-1 Call Response** - Answer, handle and transfer all 9-1-1 Calls received by the CERB, and associated ANI/ALI information, to a designated Remote Agency within the proper ESZ, as deemed appropriate by CERB personnel. This shall include maintaining control of the line upon which each 9-1-1 Call is received until the 9-1-1 Call is confirmed as being transferred to the appropriate Remote Agency or until the 9-1-1 Call is terminated.
- 4.5 **Record Retention** - Retain digital voice records of all 9-1-1 Calls received at the CERB, for five (5) years and hard copy records of all Bell PERS E911 ANI/ALI printer data for one hundred eighty (180) days from the date such records are created. The O.P.P. is prepared to provide, to authorized personnel, certified copies of audio recordings and/or copies of PERS printer data, as it directly pertains to the CERB for the purposes of civil litigation and/or criminal proceedings provided the request is received no later than five days prior to the end of the retention period of the recordings or records. The O.P.P. shall retain the original recordings or records until the conclusion of any civil or criminal proceedings to which such records relate.
- 4.6 **Back up CERB** - Provide an operational back-up CERB to which 9-1-1 Calls shall be transferred at the discretion of the O.P.P. or Bell Canada in the event that the primary CERB is unable to accept the 9-1-1 Calls, except that 9-1-1 Calls shall not be transferred to the back-up CERB where call overflow occurs because of high call volumes to the primary CERB.
- 4.7 **Non-English Callers** - Make reasonable efforts to respond to 9-1-1 Calls from non-English callers, subject to the O.P.P.’s ability to access the services of a third party provider. The O.P.P. does not warrant that it shall be able to provide services to non-English callers, or that it shall be able to access such services from a third party provider.
- 4.8 **Reports** - Provide reports, the frequency of which shall be monthly or as determined by the O.P.P. in consultation with the Municipality, which show the overall efficiency of the CERB in answering 9-1-1 Calls, including the volume of 9-1-1 Calls.

5.0 RESPONSIBILITIES OF THE MUNICIPALITY

The Municipality shall:

- 5.1 **Payment** - Be responsible to the O.P.P. for the amount of payment, in the manner, and within the time lines set out in Article 3.0 herein.
- 5.2 **Designate Remote Agencies** - Designate Remote Agencies for each and every ESZ in the Municipality to which the CERB shall answer, handle and transfer a 9-1-1 Call, and co-ordinate the participation of all such Remote Agencies in the manner required by this Agreement.
- 5.3 **Warranty** - Warrant and represent that each Remote Agency shall operate twenty-four (24) hours a day, seven (7) days a week and shall answer and respond to all 9-1-1 Calls directed to it from the CERB.
- 5.4 **9-1-1 PERS**— notify the O.P.P. in writing immediately upon becoming aware of any changes to 9-1-1 PERS that shall affect or are likely to affect the services the O.P.P. is offering under this Agreement, or of any changes to, or the termination or expiry of any agreement between the Municipality and Bell Canada related to 9-1-1 PERS.

6.0 INSURANCE AND LIMITATION OF LIABILITY

- 6.1 **Insurance** - The Municipality and the O.P.P. shall, during the term of this Agreement, maintain sufficient insurance to cover their respective obligations under this Agreement and shall provide evidence of the same to each other or, if the Parties are self-insured, each Party shall provide to the other Party evidence that is satisfactory to that Party that the Municipality and/or the O.P.P., as the case may be, is and shall be, at all relevant times, in a position to face successfully its monetary obligations stemming from liability under the Agreement.
- 6.2 **Limitation of Liability** - Notwithstanding any other provision in this Agreement, the O.P.P. shall not be responsible or liable for any injury, death or property damage to the Municipality, its employees, subcontractors or agents or for any claim by any third party against the Municipality, its employees, subcontractors or agents arising from:
 - (a) **External Information** - The accuracy or completeness or lack thereof of any information the O.P.P. receives from the Municipality, Bell Canada or any other third party, and which the O.P.P. relies upon in providing services under this Agreement;
 - (b) **Equipment and Services** – Equipment or services provided by any other party (including the failure of any other party to provide equipment or services) which the O.P.P. uses and relies upon to provide services under this Agreement including but not limited to:

- (i) Equipment or services required to transfer services provided under this Agreement from any other party to the O.P.P.,
 - (ii) Services provided to non-English speakers who place 9-1-1 Calls,
 - (iii) Services provided by Bell Canada to the Municipality under 9-1-1 PERS; and,
 - (iv) Services provided by Remote Agencies.
- (c) **Call Volumes** - The inability of the O.P.P. to respond to 9-1-1 Calls due to call volumes that exceed the capacity of the CERB, including the equipment and personnel who work at the CERB.

6.3 **Survival** – Section 6.2 shall survive the termination or expiry of this Agreement.

7.0 **COMPLIANCE WITH LAWS AND CONFIDENTIALITY**

- 7.1 **Compliance with Laws** - Both Parties agree to comply with all applicable laws in effect in the Province of Ontario in performing their respective obligations and duties under this Agreement.
- 7.2 **Confidential Information** – Both Parties agree that except where required by law, or for the purpose of performing duties or obligations under this Agreement, neither Party shall directly or indirectly disclose, destroy, exploit or use, either during or after the term of this Agreement, any confidential information belonging to the other Party, unless the other Party has provided its written consent. Both Parties further agree that when this Agreement terminates or expires, they shall return all confidential information belonging to the other Party.

8.0 **DISPUTE RESOLUTION**

- 8.1 **Dispute Resolution** – Subject to Article 9.0 herein, if any dispute arises between the O.P.P. and the Municipality as to their respective rights and obligations under this Agreement, the Parties may use the following dispute resolution mechanism to resolve such disputes:
- (a) The Unit Commander of the CERB and the Municipality Representative named in Section 2.1 herein shall attempt to settle the dispute within fourteen (14) business days of the dispute arising;
 - (b) If the Unit Commander of the CERB and the Municipality Representative are unable to settle the dispute within fourteen (14) business days of the dispute arising, they shall refer the dispute to the Director. The Director and the Municipality Representative shall attempt to resolve the dispute within fourteen (14) business days;

- (c) If the Parties are still unable to resolve the dispute, the Commissioner or the Deputy Commissioner of the O.P.P. and the Municipality Representative agrees to attempt to resolve the dispute within fourteen (14) business days; and,
- (d) If the Parties are still unable to resolve the dispute, each may, with the agreement of the other Party, refer the dispute to arbitration in accordance with the Arbitration Act, 1991, as amended.

9.0 TERM, TERMINATION AND RENEWAL

- 9.1 **Term** – Subject to this Agreement being terminated in accordance with this Article, this Agreement shall be effective from the 22nd of October, 2015 until the 21st day of October, 2020.
- 9.2 **Renewal** - This Agreement may be renewed for a further term of five (5) years, upon the Municipality giving six (6) months written notice to the O.P.P., on the same terms and conditions with the possible exception of the payment of the annual rate, which shall be agreed to by the Parties.
- 9.3 **Termination** - Either Party to this Agreement may terminate this Agreement without cause and without incurring any liability upon providing ninety (90) days written notice of termination to the other Party, in which case this Agreement shall terminate ninety (90) days following the delivery of such notice. Should a notice to terminate be given, the Municipality shall continue to be obligated to pay for the cost of the services under this Agreement up to and including the date of such termination and the O.P.P. shall continue to be responsible to provide the services described in this Agreement up to and including the date of such termination.
- 9.4 **Immediate Termination** – Either Party may terminate this Agreement immediately without incurring any liability if Bell Canada withdraws offering 9-1-1 PERS to the Municipality or if the agreement between Bell Canada and the Municipality for the provision of 9-1-1 PERS is terminated or is expired and not renewed.

10.0 GENERAL

- 10.1 **No Waiver** - The failure of a Party to this Agreement to enforce at any time any of the provisions of this Agreement or any of its rights in respect thereto or to insist upon strict adherence to any term of this Agreement shall not be considered to be a waiver of such provision, right or term or in any way to affect the validity of this Agreement.
- 10.2 **Waiver in Writing** - Any waiver by any Party hereto of the performance of any of the provisions of this Agreement shall be effective only if in writing and signed by a duly authorized representative of such Party.
- 10.3 **No Prejudice** -The exercise by any Party to this Agreement of any right provided by this Agreement shall not preclude or prejudice such Party from exercising any other right it may have under this Agreement, irrespective of any previous action or proceeding taken by it hereunder.
- 10.4 **Restructuring** – The Municipality shall notify, and consult with the O.P.P. before the Municipality’s boundaries are altered, the Municipality is amalgamated with another municipality, the Municipality is dissolved or the legal status of the Municipality is subject to other substantive changes.
- 10.5 **Relations** – The Agreement shall not create nor shall it be interpreted as creating any association, partnership, any employment relationship or any agency relationship between the Parties.
- 10.6 **Media** – Both Parties agree that they shall not at any time directly or indirectly communicate with the media in relation to this Agreement unless they first provide written notice to the other Party.
- 10.7 **Promotion** – Neither Party shall publicize or issue any publications related to this Agreement unless they first notify the other Party in writing.
- 10.8 **Assignment** - Neither Party shall assign this Agreement or any portion thereof without the prior written consent of the other, which consent may not be arbitrarily withheld.
- 10.9 **Force Majeure** - Neither Party shall be liable for damages caused by delay or failure to perform its obligations under this Agreement where such delay or failure is caused by an event beyond its reasonable control. The Parties agree that an event shall not be considered beyond one’s reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Agreement would have put in place contingency plans to either materially mitigate or negate the effects of such event. If a Party seeks to excuse itself from its obligations under this Agreement due to a force majeure event, that Party shall immediately notify the other Party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance.

IN WITNESS WHEREOF, each of the Parties hereto have executed this Agreement:

Corporation of the County of Wellington

Warden

Date: ____ day of _____, 2015.

Clerk

Date: ____ day of _____, 2015.

Ontario Provincial Police (O.P.P.)

Provincial Commander

Date: ____ day of _____, 2015.

SCHEDULE “A”

BYLAW OF COUNCIL

Attached to and forming part of the Agreement between

**HER MAJESTY THE QUEEN
IN RIGHT OF THE PROVINCE OF ONTARIO
as represented by the MINISTRY OF COMMUNITY SAFETY
AND CORRECTIONAL SERVICES
on behalf of the ONTARIO PROVINCIAL POLICE**

And

THE CORPORATION OF THE COUNTY OF WELLINGTON

Insert Bylaw Here



OPP PROVISION

Of

9-1-1

**CENTRAL EMERGENCY
REPORTING BUREAU
(CERB) SERVICES**

OPP 9-1-1 CERB Services

The Ontario Provincial Police (OPP) has over ninety years of experience in providing services to municipalities throughout the Province of Ontario. Many of the services, including policing, communications and 9-1-1 Central Emergency Reporting Bureau (CERB), are provided under contract.

Trained personnel have expertise in both call taking and dispatch functions and are available to provide 9-1-1 CERB services 24 hours per day, seven days per week.

Presently, the OPP has over 80 contracts for 9-1-1 CERB Services (also known as PPSAP; Primary Public Safety Answering Point), with municipalities and Local Services Boards across Ontario.

If a Municipality chooses to accept an OPP contract for the provision of 9-1-1 CERB services, the resources of the Provincial Communications Centre will focus on meeting the needs of the Municipality, as set out in the contract.

Advantages to the Municipality include:

- assurance of the adequacy of the service;
- utilization of effective, state of the art technology;
- service provided at a defined cost.

The following information contained in this document describes CERB services as provided by the OPP.

Technical and Operational Information

Provincial Communications Centres Providing Call Reception

A Provincial Communication Centre is the incoming call centre and acts as the primary interface between the public and the OPP for both routine and emergency calls, including 9-1-1. The OPP currently operate five (5) Provincial Communication Centres in Ontario. All OPP Provincial Communication Centres operate in compliance with the provisions of Ontario Regulation 3/99 governing the adequacy and effectiveness of police services (Adequacy Standards). The OPP currently provides 9-1-1 CERB services to numerous municipalities throughout the province.

The OPP will provide year-round 9-1-1 CERB services to the Municipality, 24 hours per day through one of two Provincial Communication Centres. The North Bay Provincial Communication Centre is designated as the primary call reception centre, with the Orillia Provincial Communication Centre serving as the backup location. This will be required as part of the Bell conversion (cutover) plan. Staff and system requirements necessary for the provision of this service to the municipality will be available upon acceptance of the OPP as the provider of CERB services. 9-1-1 calls will be answered and directed to the various public safety agencies within the municipality's PERS E9-1-1 service. In order to accommodate 9-1-1 CERB responsibilities for the municipality, Bell PERS will be required to install circuits to direct the calls appropriately to the OPP. This work will be done without any cost to the municipality as part of a cutover plan.

Staffing of Provincial Communication Centres

The OPP staffs all of its Provincial Communication Centres, including the North Bay location, with OPP personnel, both civilian and uniform. The OPP also manages all of the personnel and equipment in these facilities required to receive and process all emergency calls directed to the CERB. A Provincial Communication Centre is normally staffed based on historical workloads and software that identifies the number of required personnel to adequately meet the OPP Grade-of-Service target. During normal operations the call-taker and dispatcher functions are separated, although all operators are trained to perform either role. On-duty senior civilian Communication Operators and Sergeant Team Leaders provide full time supervision and support.

In addition all OPP Provincial Communication Centres, including the North Bay CERB location, have a Sergeant Team Leader on duty at all times (24 hours a day, 365 days a year) to provide full time supervision and support.

The OPP is thoroughly familiar with the operation of the PERS E9-1-1 system, as it is a part of normal day-to-day operations. The OPP provides 9-1-1 downstream services for most PERS E9-1-1 services throughout the province and is also a major public safety agency providing police services throughout the province. As such, our personnel have considerable experience in dealing with emergent situations and serving the public

directly. This experience and fundamental orientation will be of benefit to the citizens of the Municipality.

Training

The provision of communications is a mission critical service for the OPP and as such, considerable resources and training are dedicated to these functions. A quality assurance program is being implemented to ensure employees are adequately trained and standard operating procedures are adhered to. All applicants for OPP communication operator positions are subjected to a rigorous screening process involving interviews, testing (C.O.M.E.T.), grammar and computer skills; and security checks. Once hired, they receive extensive training in a classroom environment, followed by practical training in the Provincial Communication Centre, and are matched with a peer monitor during their initial transition. The operation of PERS E9-1-1 is performed utilizing the Bell Canada Standards Manual. The OPP is a primary and secondary CERB provider for numerous 9-1-1 services and operates in this environment continually.

Standards

The OPP operation is guided by OPP Standard Operating Procedures that incorporates the Bell Canada Standards Manual. These procedures are applied consistently to all OPP 9-1-1 customers. The OPP currently has a service level objective of answering 95% of all 9-1-1 calls within 2 rings. This performance level is normally exceeded. Performance of all call answering activity is measured and reviewed daily. The 9-1-1 CERB calls are the highest rated priority in the system and are always answered first.

Note: The standard ringing cycle is 6 seconds and is fixed by the telephone company. Accordingly, the maximum time for 2 ringing cycles is 12 seconds from start to finish.

Each Provincial Communication Centre is equipped with digital reader-boards that display the number of calls waiting in the queues and the time for the longest outstanding call. During peak periods the reader boards are programmed to sound an audible alarm at preset limits showing the number of calls waiting and the time for the longest outstanding call. Immediately upon an alarm sounding, prompt action is taken to address the situation to relieve pressure. Team leaders continually monitor call activity and assign duties as required by the situation. When call activity is consistently high, built in Automatic Call Distribution (ACD) provides system flexibility, allowing communicator team leaders to re-assign call taking duties to address call volume fluctuations. During peak periods the reader boards are programmed to sound an audible alarm at preset limits showing the number of calls waiting and the time for the longest outstanding call. Immediately upon an alarm sounding, prompt action is taken to address the situation to relieve pressure. Use of this equipment facilitates efficiencies in call answering.

Redundancy and Back-up Sites

Both the primary CERB (the North Bay Provincial Communication Centre) and the back-up location (the Orillia Provincial Communication Centre) are equipped with the same types of equipment and provide equivalent operation and service.

Telephones: Within each Provincial Communication Centre, there are two (2) telephone systems that back up each other, totaling four (4) systems. The main Nortel Meridian M61C system includes redundant CPU memory and network, and is supported by a back-up Meridian M11C and a Symposium Call Centre Server ACD that provides full functionality for call-taking and dispatch operations in the event of a main M61C system failure. The systems can be transferred from one to the other, either automatically or manually, as the situation requires.

Power Supply: Both the primary CERB (the North Bay Provincial Communication Centre) and the back-up location (the Orillia Provincial Communication Centre) are equipped with Uninterrupted Power Supply (UPS) systems. Power to the Provincial Communication Centre is provided through banks of batteries, which are continually recharged by AC power. In the event that a failure of AC power occurs, a diesel-powered motor/generator set activates and continues to charge the battery system. This design promotes a stable environment enhancing the operation of computer systems. Either Provincial Communication Centre is capable of remaining on line indefinitely, provided fuel for the generators is maintained. Even without recharging, the battery system was designed to provide power to the Provincial Communication Centre for a minimum of twelve hours.

Back Up Site: The operation of a Provincial Communication Centre is mission critical to the OPP. The OPP has developed plans to deal with various system failures or disasters. There are several options to deal with emergent situations up to and including transferring all operations to the back-up location. This includes PERS E9-1-1 service (CERB and secondary) and regular OPP direct dial services via 888-310-1122/33.

It should also be noted the telephone company services (regular Central Office and PERS E9-1-1) for both the Orillia and North Bay Provincial Communication Centres are provided via a fiber ring that provided redundant access from the local Bell Central Office. Both locations are also served by different Bell DMS switching systems.

Multi-Language/Hearing-Voice Impaired Calls

All 9-1-1 calls are initially addressed in English. However, there are personnel on staff within the Provincial Communications Centre on each shift who are conversant in the French language. The OPP will respond, as provided by the French Language Services Act, to both verbal inquiries and written correspondence received in French.

The OPP is a subscriber to Language Line Services (formally AT&T Language Services) and regularly uses this service to access translation services. Each Provincial Communication Centre is equipped with two (2) TDD/TTY devices, which are connected to the telephone systems and PERS E9-1-1 calls can be transferred as required. These

devices are also utilized by the OPP to provide similar service through the direct dial 1-888-310-1133 number.

Multi-Channel Digital Logging Equipment

Both the primary CERB (the North Bay Provincial Communication Centre) and the back-up location (the Orillia Provincial Communication Centre) are equipped with Multi-Channel Digital Logging equipment. Multi channel digital recorders also provide continuous long-term storage on a 24-hour per day basis. The logger recordings are retained on compact discs in a secure environment at the Provincial Communications Centres. The OPP utilizes the Digital Voice Disc (DVD) recorder system, which allows instantaneous access to all communications, including 9-1-1 calls within the Provincial Communications Centre. This includes, but is not limited to, queries about conversations over the radio system, tape requests, concerns from officers and dispatchers/call takers, and allows for the auditing of calls for quality control purposes. Records are retained for a five (5) year period. DVD recordings of 9-1-1 related calls are the property of the OPP and no ownership can be accorded to the Municipality. These records contain other proprietary information.

Automatic Number/Location Identification Equipment (ANI/ALI)

All communicator consoles are equipped with Informer panels for display of ANI/ALI data. All Bell PERS E9-1-1 ANI/ALI data and associated information received with each individual E9-1-1 call is recorded on a hard copy printer. The PERS printer records are also kept in a secure environment at the Provincial Communication Centre with a retention period of 180 days. The OPP only record the portion of the call where they are the Agency in control. Once the call has been transferred to the appropriate agency, it is no longer recorded by the OPP. The OPP is responsible for its own operations and can accommodate the reception of ANI/ALI data. The ANI/ALI data will continue to be downloaded automatically to all secondary CERB agency systems as part of their interface to PERS E9-1-1, including the Ministry of Health. Bell is the provider of ANI/ALI data. The OPP will use the PERS system to pass ANI/ALI data on to any other agency that has the capability to receive it.

The OPP does not manually log any calls. PERS E9-1-1 printer records are the property of the OPP and no ownership can be accorded to the Municipality. These records contain other proprietary information.

The OPP is prepared to provide to authorized individuals, copies of PERS printer data and /or copies of audio recordings, as it directly pertains to the Municipality's CERB operation for purposes of civil litigation and/or criminal proceedings. Requests for such information must be received in writing at least 5 days prior to the end of the 180 day retention period, in the case of PERS printer records, or at least 5 days prior to the end of the five (5) year retention period in the case of audio recordings. The OPP will retain the originals until such proceedings are complete.

Online Conferencing

The Bell PERS system has a maximum conference capability of three (3) parties. In operation, the CERB will conference the originating 9-1-1 caller to the requested service (police/fire/ambulance). It is then the responsibility of the secondary CERB that receives the 9-1-1 call from the CERB, to manage the situation and conference others as required. The OPP can add a fourth party (i.e. Language Line Services) via the Meridian conference feature.

Reports

The OPP will provide reports, the frequency of which shall be monthly or as determined in consultation with the Municipality, which will show the overall efficiency of the CERB operation in answering 9-1-1 calls and the volume of calls handled for the Municipality.

The OPP notifies Bell of any identified addressing errors related to the ANI/ALI addressing database. As a standard practice, the OPP reports any noted failures of the PERS system to Bell Canada.

Costs

The OPP determines the costs for this service based on the population of the community. The annual rate per capita is \$0.561.

Additional Charges:

The per capita rate shall remain constant for the term of the Agreement for CERB Services. The annual rate shall be reviewed at the end of every calendar year the Agreement is in effect. In the event that the residential population of the Municipality increases or decreases by more than 10% during either the previous year, or cumulatively since the date the Agreement began, the annual rate shall be adjusted accordingly for the following year, and the Municipality shall be obliged to pay the OPP the revised annual rate. The OPP shall determine the annual revisions to the residential population using population figures found in the latest version of the Ontario Municipal Directory, or if not found there, then in other recognized sources.

Allowances for business interruptions:

Due to the equipment redundancy and back-up provisions, the OPP do not expect any disruption to CERB service. To date there has been no service interruptions to CERB services that are attributable to the OPP. The OPP have committed significant resources to the telecommunications infrastructure to prevent disruptions and consequently are not offering any monetary allowances.



COUNTY OF WELLINGTON

COMMITTEE REPORT

To: Chair and Members of the Planning Committee
From: Linda Dickson, Emergency Manager/CEMC
Date: Thursday, June 11, 2015
Subject: **Text with 9-1-1 (T9-1-1) Service**

Background:

In 2009, the CRTC, requested that the Emergency Services Working Group (ESWG) conduct an investigation and evaluation of the benefits, uses and limitations of access to 9-1-1 services via the various forms of text messaging, including SMS, IM, RTT and IP Relay. "T9-1-1 was developed by the CRTC Interconnection Steering Committee (CISC) Emergency Services Working Group (ESWG). The CISC ESWG participants include wireless carriers, 9-1-1 service providers, Public Safety Answering Point (PSAP) organizations, representatives of hearing- and speech-impaired persons, and other interested parties. The T9-1-1 service was tested with volunteers from the deaf, deafened, hard of hearing, and speech impaired community in the spring and summer of 2012 in Vancouver, Toronto, Peel Region, and in Montreal." (<http://textwith911.ca>)

The Service:

Text with 9-1-1 is a new service that enables individuals who are deaf, hard of hearing or speech impaired (DHHSI) to communicate with 9-1-1 operators via text message (SMS) during an emergency. A member of the DHHSI community must first register for T9-1-1 with their wireless service provider.

When a DHHSI person requires 9-1-1 services, they dial 9-1-1 on their cell phone. They must first call as if making a voice call. There is no need for them to speak to the 9-1-1 operator, as the 9-1-1 call taker will receive an indicator that tells them to communicate with the caller via text messaging. The 9-1-1 call taker then initiates text messaging with the caller to address the emergency.

T9-1-1 is considered a "best efforts" service due to the technology constraints associated with text messaging. As with any text messaging services, there is no guarantee a text message will be sent, delivered or received in a timely manner. Also, as with any wireless device, location information must be provided by the caller. 9-1-1 operators/call takers may receive an approximate location of a call made from a wireless device, however it is very important that any user of 9-1-1 ensure that they confirm their exact location of the emergency.

Public Education

A media release was issued by the County on April 16, 2015 subsequent to the announcement by OPP that they would now be providing this service. The 9-1-1 information brochure has been updated and reprinted with Text with 9-1-1 information and the County's website contains information on text with 9-1-1 service particularly for members of the DHHSI community.

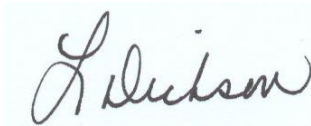
Costs:

There are no direct costs to the County at this time. We are in the process of negotiating our CERB contract with OPP and the addition of this service will not affect the current costing set out in the draft agreement with them.

Recommendation:

That this report is provided for information purposes only.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "L. Dickson", is placed on a light blue rectangular background.

Linda Dickson, MCIP, RPP
Emergency Manager/CEMC