



A great place to call home
A vibrant downtown

A progressive diversified economy
An appealing attractive city

AGENDA

GUELPH CITY COUNCIL

September 17, 2007 - 7:00 p.m.

Please turn off or place on non-audible all cell phones, PDAs, Blackberrys and pagers during the meeting.

- O Canada
- Silent Prayer
- Disclosure of Pecuniary Interest
- Procedural Motion (Councillor Beard)
“That sections 16. (4)(i), 16(4)(ii), and 16(5) of Procedural By-law Number (1996)-15200, as amended, regarding the recording of votes for all motions other than procedural, be suspended for this meeting of Council.”
- Confirmation of Minutes – August 13, 2007, August 14, 2007, September 4, 2007 and September 10, 2007 (Councillor Bell)
“THAT the minutes of the Council meetings held August 13, 2007, August 14, 2007, September 4, 2007 and September 10, 2007, and the minutes of the Council meeting held in Committee of the Whole on August 13, 2007, August 14, 2007, and September 4, 2007 be confirmed as recorded and without being read.”

PRESENTATION

- a) Presentation of City medals to the Guelph Regals Bantam 1 Team in recognition of winning the Provincial finals, capping an unbeaten streak of eleven games – Carson Walsh, Tim Redwood, Zach Wilson, Mike McMullin, Jake Watson, Levi Radbourne, Lewis White, Dan DiPaolo, Mike Iacocca, Spencer Fraser-Steinbach, Cody LeBlanc, Chris Cremasco, Simon Balthazard, Miles Cox, Taylor Smith, Jacob Richards; Bruce Redwood – Coach, Craig Richardson – Assistant Coach, Joanne McMullin – Trainer, Sandi Turner - Manager

REGULAR MEETING

DELEGATIONS

Resolution (Councillor Billings)

“THAT persons desiring to address Council be permitted to do so at this time.”
Delegations are limited to a maximum of five (5) minutes.

COMMITTEE OF THE WHOLE

Resolution – Councillor Burcher

“THAT Council now go into Committee of the Whole to consider reports and correspondence.”

REPORTS FROM COMMITTEES OF COUNCIL AND OTHER COMMITTEES

- a) Community Development and Environmental Services Committee –
“THAT the ELEVENTH REPORT of the Community Development and Environmental Services Committee be received and adopted.”
- b) Emergency Services, Community Services & Operations Committee –
“THAT the EIGHTH REPORT of the Emergency Services, Community Services & Operations Committee be received and adopted.”
 - Staff presentation of Clause 6 by Beth Brombal and Murray Cameron
- c) Finance, Administration and Corporate Services Committee –
“THAT the SEVENTH REPORT of the Finance, Administration and Corporate Services Committee be received and adopted.”
- d) Governance and Economic Development Committee –
“THAT the SEVENTH REPORT of the Governance and Economic Development Committee be received and adopted.”
- e) Land Ambulance Committee -
“THAT the THIRD REPORT of the Land Ambulance Committee be received and adopted.”
- f) Committee of the Whole -
“THAT the THIRD REPORT of the Committee of the Whole be received and adopted.”

CONSENT AGENDA

- A) Reports from Administrative Staff
- B) Items for Direction of Council
- C) Items for Information of Council

Resolution to adopt the Consent Agenda.

Resolution:- Committee rise with leave to sit again (Councillor Farrelly)
“THAT the Committee rise with leave to sit again.”

Resolution:- proceedings in Committee of the Whole (Councillor Hofland)
“THAT the action taken in Committee of the Whole in considering reports and correspondence, be confirmed by this Council.”

SPECIAL RESOLUTIONS

Councillor Salisbury's motion for which notice was given August 13, 2007;

- a) THAT Council direct staff to investigate and report back to Council with recommendations in regard to identifying options for a preferred pedestrian connection between Margaret Green Park and areas South of the CN tracks along Paisley Road, taking into consideration the existing, proposed and potential trail connections in the area, accessibility to transit service on Paisley Road, and any other issues staff may deem appropriate.
- b) THAT Council direct staff to undertake a parallel investigation and report back to Council with recommended improvements to Paisley Road between the Hanlon Expressway and Whitelaw Road with regards to pedestrian and bicycle safety and accessibility, taking into consideration alternate lane marking, bicycle lanes in both directions, pedestrian activated crossings, preferred locations for transit stops and any other measures staff may deem appropriate

BY-LAWS

Resolution:- First and Second Reading of By-laws. (Councillor Kovach)

Verbal Resolution:- Council go into Committee of the Whole to consider the by-laws.

NOTE: When all by-laws have been considered, a member of Council should move "THAT the Committee rise and report the by-laws passed in Committee without amendment (or as amended).

Resolution:- Third Reading of By-laws. (Councillor Laidlaw)

QUESTIONS

MAYOR'S ANNOUNCEMENTS

Please provide any announcements, to the Mayor in writing, by 12:00 noon on the day of the Council meeting.

NOTICE OF MOTION

ADJOURNMENT

REPORT OF THE COMMUNITY DEVELOPMENT AND ENVIRONMENTAL SERVICES COMMITTEE

September 17, 2007

Her Worship the Mayor and
Councillors of the City of Guelph.

Your Community Development and Environmental Services Committee beg leave to present their ELEVENTH REPORT as recommended at its meeting of September 11, 2007.

- CLAUSE 1 THAT the City Clerk be authorized to publish and serve Notice of Intention to Designate 74 Arthur Street North, commonly known as Mavis Bank, in accordance with the Ontario Heritage Act and as recommended by Heritage Guelph;
- AND THAT the designation by-law be brought before City Council for approval if no objections are received within the thirty (30) day objection period.
- CLAUSE 2 THAT the request for a variance from the Sign By-law for 1482 Gordon Street, to permit a freestanding sign to be situated 21 metres (68.8') from a freestanding sign on a neighbouring property in lieu of the required 30 metres (98.4') for Family Dental Centre, be approved.
- CLAUSE 3 THAT the request for a variance from the Sign By-law for 35 Woodlawn Road West, to permit a freestanding sign to be situated 10 metres (32.8') from a freestanding sign on a neighbouring property in lieu of the required 30 metres (98.4') for Boston Pizza, be approved.
- CLAUSE 4 THAT staff be directed to prepare an Expression of Interest for the reuse/redevelopment of the Ingram Farm House consistent with the parameters outlined in the report dated September 7, 2007 and that Staff report back with respect to the results of this process by late 2007;
- AND THAT staff be directed to initiate a joint public consultation process for the development of a master plan for 595 Victoria Road formerly known as the Ingram Farmhouse and surrounding parkland;
- AND THAT staff request Heritage Guelph to prepare the necessary information required for Council to consider designation pursuant to the Heritage Act;
- AND THAT staff bring back a complete report which includes a draft master plan for the former Ingram Farmhouse, the immediately surrounding parkland and budget estimates for Council's consideration by the end of 2007 following the completion of the Expression of Interest results.
- CLAUSE 5 THAT the Community Design and Development Services Report 07-81 dated September 7, 2007 regarding the funding of a trail in the vicinity of the Wastewater Treatment Plant be received;
- AND THAT funding for the development of a trail in the vicinity of the Wastewater Treatment Plan be supported as set out in the Community Design and Development Services Report 07-81 dated September 7, 2007.

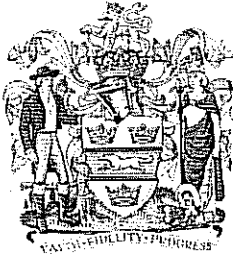
CLAUSE 6 THAT Eramosa Road be closed at the Eramosa Road bridge location in 2008 for the rehabilitation of the bridge structure as per Option 1 of the staff report dated September 11, 2007 and that staff report back on the available construction options.

AND THAT staff assess the option of restructuring the pedestrian access of the walking trail in conjunction with this construction project and report back.

CLAUSE 7 THAT the Mayor write to the Province and request that portions of the City of Guelph be included in the Greenbelt to better protect the Galt-Paris Moraine.

All of which is respectfully submitted.

Councillor Lise Burcher, Chair
Community Development & Environmental Services Committee



City of Guelph

Report:

COMMUNITY DESIGN AND DEVELOPMENT SERVICES (07-85)

TO: Community Development & Environmental Services Committee

DATE: 2007/09/11

SUBJECT: NOTICE OF INTENTION TO DESIGNATE 74 ARTHUR STREET NORTH,
PURSUANT TO THE ONTARIO HERITAGE ACT

RECOMMENDATION:

THAT the City Clerk be authorized to publish and serve Notice of Intention to Designate 74 Arthur Street North, commonly known as Mavis Bank, in accordance with the Ontario Heritage Act and as recommended by Heritage Guelph;

AND THAT the designation by-law be brought before City Council for approval if no objections are received within the thirty (30) day objection period.

BACKGROUND:

Heritage Guelph, the Municipal Heritage Committee, recommends to Guelph City Council that the house and landscape situated at 74 Arthur Street North, commonly known as Mavis Bank, be designated under Part IV of the Ontario Heritage Act (See Schedule 1).

Mavis Bank is situated on land that was originally surveyed by The Canada Company and first owned by Reverend Arthur Palmer. Palmer registered his survey in 1855 under the name, *Tyrcathlen*. Mavis Bank was built circa 1860-1862 and occupancy transferred to the family of Andrew Lemon in 1866. It was the early childhood home of renowned composer and poetess, the late Laura Gertrude Lemon (1866-1924) and her family from 1866 to 1871. The property functions as a historical point of interest on the east bank of the Speed River, a designated Canadian Heritage River.

The owner of the property has expressed support for the designation. Heritage Guelph is pleased to recommend this property for heritage designation.

REPORT:

Mavis Bank, located at 74 Arthur Street North, meets the criteria for designation as defined under Regulation 9/06 – Criteria for Determining Cultural Heritage Value or Interest, as outlined in Attachment 3, of this report, as Appendix A.

Notice of Intention to Designate will be published and served. Publication of the Notice provides a 30-day period for comments and objections to be filled. At the end of the 30-day period, and having dealt with any objections that may have been submitted through the Conservation Review Board, Council may choose to pass the by-law registering the designation of the property on title, or it may decide to withdraw the Notice and not proceed with the designation.

Community Design and Development Services and Heritage Guelph are recommending that Council proceed with publishing and serving the Notice of Intention to Designate.

CORPORATE STRATEGIC PLAN:

Goal#3 - To support our natural, cultural and architectural heritage.

FINANCIAL IMPLICATIONS:

None

DEPARTMENTAL CONSULTATION:

At their August 13, 2007 meeting Heritage Guelph, the City's Municipal Heritage Committee, endorsed staff taking the Notice of Intention to Designate to Council for consideration.

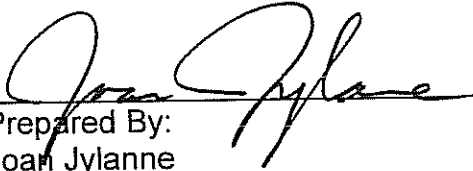
COMMUNICATIONS:

In accordance with the Ontario Heritage Act (Section 29, Subsection 1), Notice of Intention to Designate shall be:

1. Served on the owner of the property and on the Ontario Heritage Trust; and
2. Published in a newspaper having general circulation in the municipality.

ATTACHMENTS:

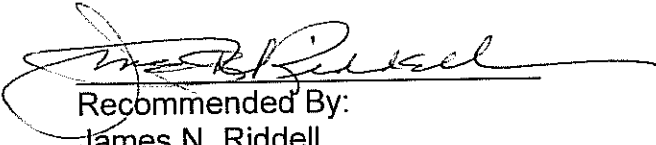
- Attachment 1 – Location map of property to be designated
- Attachment 2 – Statement of Reasons for Designation
- Attachment 3 – Heritage Guelph Background Report on Mavis Bank



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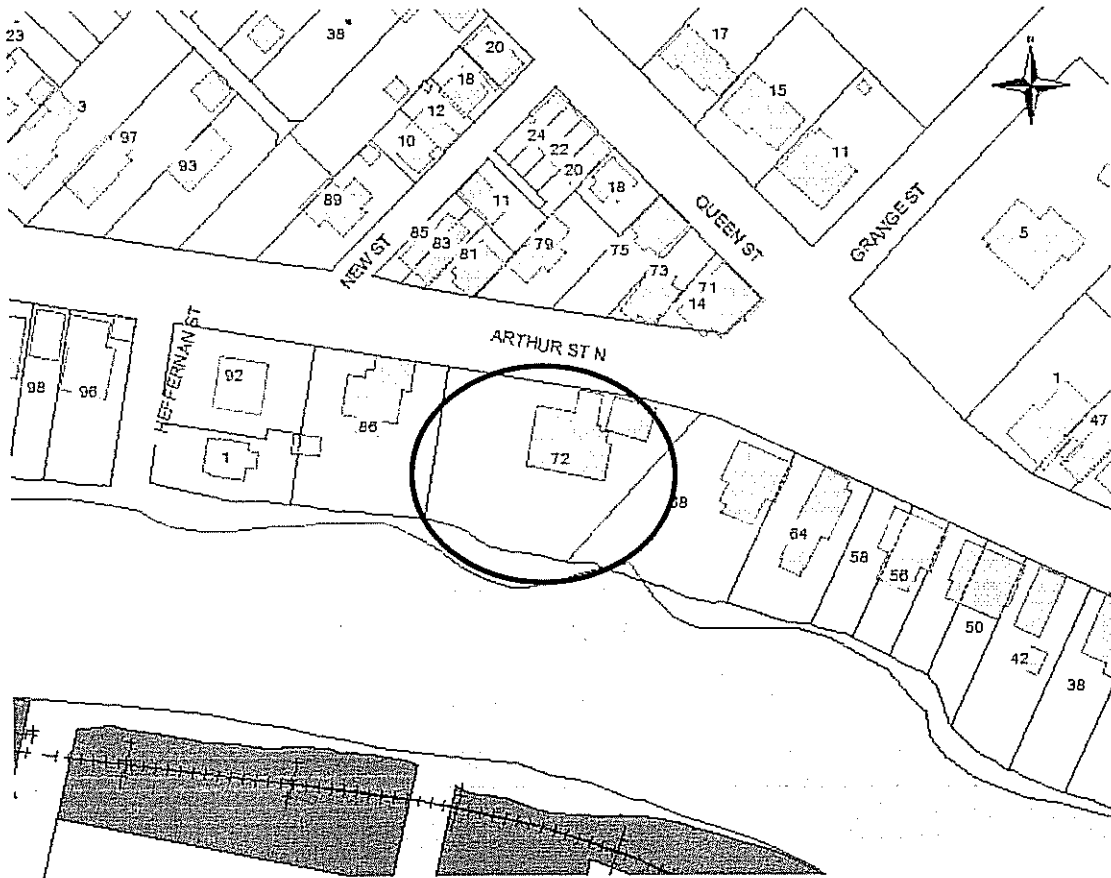


Recommended By:
Paul Ross
Chair, Heritage Guelph



Recommended By:
James N. Riddell
Director of Community Design and Development Services
837-5616 x2361
jim.riddell@guelph.ca

ATTACHMENT 1 – LOCATION MAP
74 ARTHUR STREET NORTH
"MAVIS BANK"



74 Arthur Street North, lots 14 and 15, Plan 32 is circled

ATTACHMENT 2 – STATEMENT OF REASONS FOR DESIGNATION

74 ARTHUR STREET NORTH “MAVIS BANK”

WHY THE PROPERTY IS BEING DESIGNATED:

Mavis Bank is situated on land that was originally surveyed by The Canada Company and first owned by Reverend Arthur Palmer, an Irish immigrant who arrived in Canada in 1832. The Palmer Survey was registered in 1855 and comprised of 38 lots, of which Mavis Bank sits on 14 and 15. The entire parcel was named, *Tyrcathlen*, which was the name Palmer also gave to his palatial residence on Stuart Street.

Mavis Bank is culturally associated with Laura Lemon, well known Canadian author and composer. She was born in Guelph on October 15, 1866 and Mavis Bank was her childhood home from birth until her father moved the family in 1871. Town of Guelph tax assessment records show that occupancy of lots 12-15 of Plan 32 transferred to Laura Lemon's family in 1866.

Architecturally, Mavis Bank is a rare example of stucco over stone, Neo-Classic Vernacular architecture. Its major point of interest is the unique bow-roofed trellis and lattice verandah that wraps around the north-east corner, north, and west sides of the home.

Mavis Bank yields a commanding presence on the east bank of the Speed River. Surrounded by mature trees on a spacious lot, Mavis Bank continues to be a focal point within the City of Guelph. The Speed River's status as a Canadian Heritage River (automatically acquired as a major tributary to the Grand River, designated in 1994), contributes greatly to the contextual value of the property. Together they function as a historical point of interest in Guelph's northeast cultural landscape.

WHAT IS TO BE PROTECTED BY DESIGNATION:

The following features of Mavis Bank should be considered for designation under Part IV of the Ontario Heritage Act:

- All exterior elevations of stucco over stone construction;
- All hipped and gabled rooflines;
- All original window and door openings including their location and construction;
- Two large twin-flued "white" brick chimneys including their corbelled caps, located at the south end and the rear wing of the house;
- Bow-roofed trellis and lattice wrap-around verandah;
- Tooled stone window sills; and
- The 6 panes over 6 sash window below the east verandah and on the Arthur Street elevation.

The following contextual features should be considered for designation under Part IV of the Ontario Heritage Act:

- Mavis Bank's location fronting onto the federally-designated heritage river, the Speed River, functions as a historical point of interest in Guelph's northeast cultural landscape; and
- All major trees including the two Black Walnut trees located in front of the Arthur Street elevation.

It is intended that non-original features may be returned to documented earlier designs or to their documented original without requiring City Council permission for an alteration to the designation.

ATTACHMENT 3 – HERITAGE GUELPH BACKGROUND REPORT FOR MAVIS BANK

CITY OF GUELPH

HERITAGE GUELPH (THE MUNICIPAL HERITAGE COMMITTEE)

BACKGROUND INFORMATION FOR PROPOSED DESIGNATION
OF SITE

74 ARTHUR STREET NORTH
“MAVIS BANK”



PREPARED BY: LYNDSEY HAGGERTY
HERITAGE RESEARCH ASSISTANT
JUNE, 2007

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St,74\Background Information Draft.doc

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APPENDIX A – DESIGNATION ASSESSMENT

1.0 INTRODUCTION

Heritage Guelph, the City of Guelph Municipal Heritage Committee, has undertaken an assessment of the Cultural Heritage Value or Interest of the property at 74 Arthur Street North, commonly known as *Mavis Bank*, for the intention of heritage designation. The following report contains the mandatory information required for heritage designation as well as a property profile, architectural descriptions, significance of the property, location maps, sources and photographs.

Mavis Bank is recommended for designation for historic, architectural and contextual reasons. Located on the east bank of the Speed River, the property is culturally associated with Canadian songwriter and author, Laura Lemon. The “Mavis” is a bird originally from Europe, called a Song Thrush. Thus, naming the site, *Mavis Bank*, could mean that the property was once alive with the music from many song birds. “Mavis” is also a person’s given name and the house could have been named after a former occupant.

Mavis Bank, constructed circa 1860-1862, is a two-storey, stucco over stone, Neo-Classic Vernacular building with an L-shaped plan and hipped roof. The main focal point of *Mavis Bank* is the bow-roofed trellis and lattice verandah as well as the contextual atmosphere between the house and the river.

2.0 LOCATION OF PROPERTY

Mavis Bank is situated on the east bank of the Speed River, on a property on the west side of Arthur Street North, between New and Grange Streets in the City of Guelph. The property is roughly half an acre in size. It is more particularly described as:

Lots 14 & 15, Plan 32 Part Grange Street, Plan 32 closed by BLS110, as in ROS269425

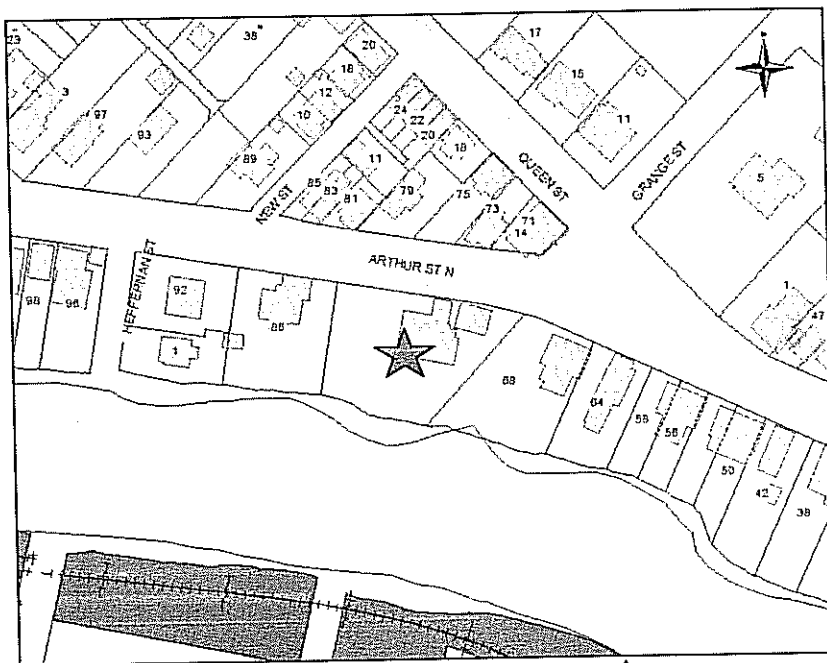


Figure 1.0: Subject Property - 74 Arthur Street North

The City That Makes A Difference

3.0 HISTORICAL VALUE AND LEMON FAMILY BACKGROUND

Mavis Bank is situated on land that was originally surveyed by The Canada Company and first owned by Reverend Arthur Palmer, an Irish immigrant who arrived in Canada in 1832. Palmer acquired the tract of land bounded by Grange, Palmer and Metcalfe Streets and the Speed River in 1846. The Palmer Survey was registered in 1855 and was comprised of 38 lots. The entire parcel was known as, *Tyrathlen*, which was the name Palmer gave to his palatial residence on Stuart Street.

Occupancy of *Mavis Bank* transferred to the family of Andrew Lemon in 1866. Andrew Lemon practiced law on Wyndham Street and was also a prominent citizen, serving as one of the first directors of Guelph General Hospital as well as acting as their secretary.

Mavis Bank is culturally associated with Laura Lemon, well-known Canadian author and composer. She was born in Guelph on October 15, 1866. Laura also had three brothers and one sister. Her birth announcement appeared in the Guelph Mercury on the evening of October 18th, 1866. Her parents were Andrew Lemon, a United Empire Loyalist of Irish descent and Laura Charlotte Armstrong, daughter of Captain Thomas George Armstrong, a United Empire Loyalist of the 66th Berkshire Regiment.

Laura spent her early years at *Mavis Bank* until her father moved the family in 1871. From 1871 to 1881, the Lemon family resided at *Ashcote*, a frame house on the corner of Queen and Palmer Streets in Guelph and where the Lemon children received their early education. Laura took over management of the household at the age of 15 after her mother died in 1881. During the same year and after suffering heavily through unprofitable railway investments, Andrew Lemon moved his family to Winnipeg, Manitoba.

In 1890 Laura traveled to England where she studied at the Royal Academy of Music, in London, and she soon began to write her own songs and lyrics. Laura met and married William Heath, a solicitor by profession, and an amateur cellist. On August 18, 1924 at the age of 57 Laura Lemon died at Redhill, Surrey.

Laura Lemon was a fine musician and her piano playing was magnificent. Although many of her compositions are Scottish in theme or title, she never traveled to that country. She also wrote under the pseudonyms of Austin Fleming and Ian Macdonald. Some of her songs were sung before Queen Victoria by the French-Canadian singer, Madame Albani, as well as by Clara Butt in London's Albert Hall.

3.1 LAND REGISTRY REVIEW

The property under consideration for designation is located at municipal address 74 Arthur Street North, lots 14 and 15. The site is part of the original Canada Company Palmer Survey named *Tyrathlen*, lots 14 and 15, Plan 32.

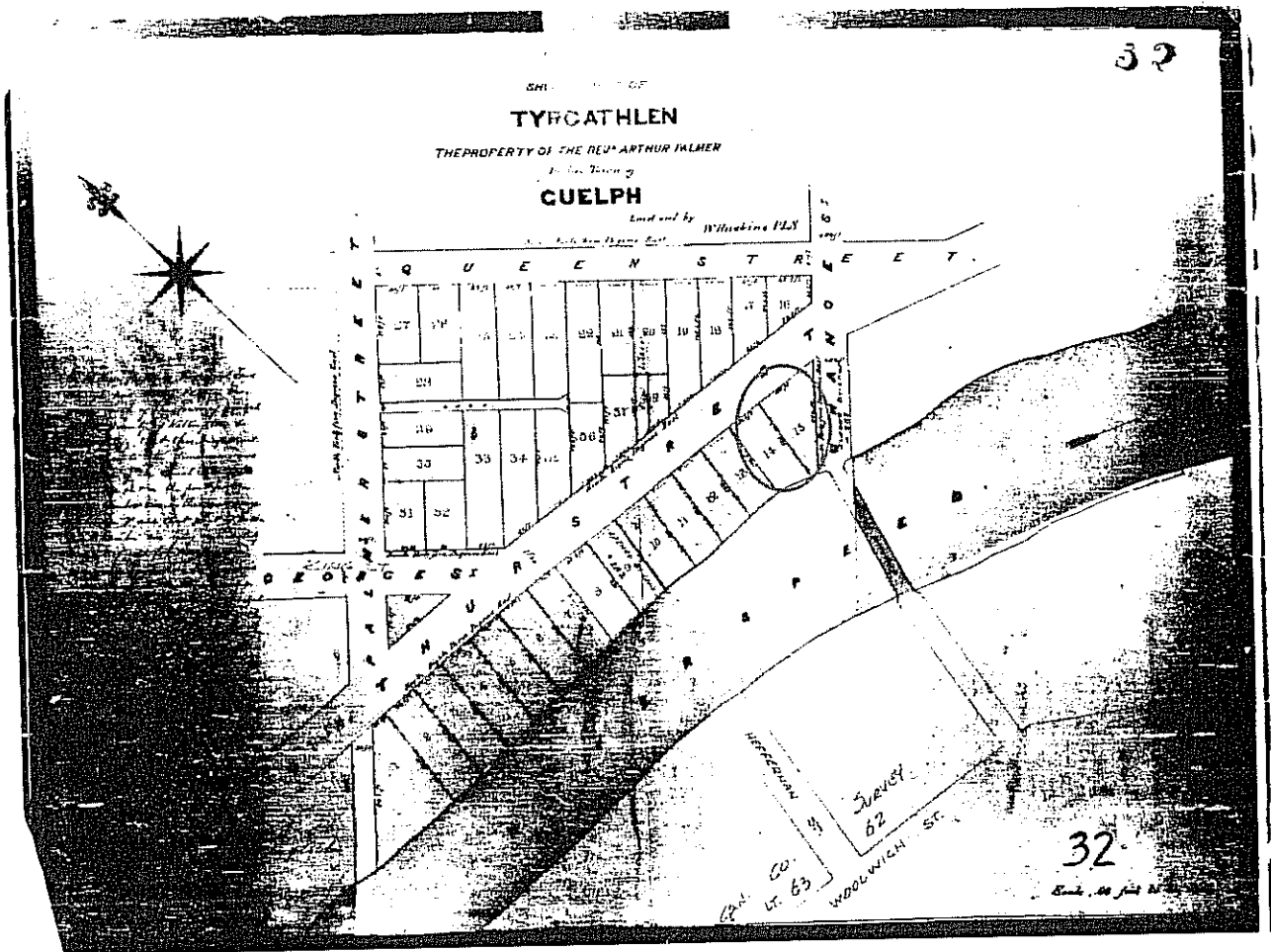


Figure 2.0: Map of Plan 32, Canada Company Survey of Tyrcathlen.

These lots were first acquired from the Canada Company by Reverend Arthur Palmer in 1855. Palmer sold lot 14 to Matthew Sweetman in October, 1855. Edward R. Martin acquired ownership of this lot in November of 1861. Lot 15 was sold to George Feathershaugh in December, 1855. A series of mortgages and transfers occurred until the lot was deeded from Sherriff Grange to Edward R. Martin in February, 1859. Martin was the freeholder of both lots until he sold them in 1871. According to tax assessment records from 1866, Andrew Lemon's family occupied lots 13 to 15 on the south side of Arthur Street.

Between 1871 and 2007, the site has had a sequence of ownership and residential uses that include single family residential and rental accommodation. *Maivis Bank* is currently divided into two rental units.

4.0 ARCHITECTURAL AND CONTEXTUAL VALUE

4.1 ARCHITECTURAL DESCRIPTION

Mavis Bank is a two-storey Neo-Classic Vernacular building with an L-shaped plan and hipped roof. The walls are very thick and are constructed of stucco over stone. The house features a two-storey rear wing with a gabled roof, and large twin-fluted white brick chimneys that are complete with corbelled caps to the south end and rear wing of the house.

Of note at *Mavis Bank* is the bow-roofed trellis and lattice verandah that wraps around the north-east corner, north and west sides of the home. Windows feature tooled stone sills and there are 6 panes over 6 sash windows below the east verandah and on the Arthur Street façade.

4.2 CONTEXTUAL DESCRIPTION

Built circa 1860-1862 by the Robert Stewart Lumber Company, *Mavis Bank* yields a commanding presence on the east bank of the Speed River. Its original front faces the Speed River, which is a common contextual technique used in many historical houses along the river bank. Surrounded by mature trees on a spacious lot, *Mavis Bank* continues to be a focal point for those crossing the Heffernan Street Footbridge, canoeing on the Speed River and walking along its West bank.

The Grand River, which includes the Speed River as a major tributary, was designated as a Canadian Heritage River in 1994. The Speed's status as a heritage river contributes greatly to the contextual value of *Mavis Bank*. Together they function as a historical point of interest in Guelph's north-east cultural landscape.

5.0 SUMMARY

Mavis Bank is a fine example of Neo-Classic Vernacular architecture with a lattice verandah that wraps around the house. The cultural association with a significant Canadian figure, Laura Lemon, author and composer; historical association with the Palmer Survey of *Tyrathlen*; and contextual presence on the Speed River, highlights this property as a significant addition to the City of Guelph's designated properties.

6.0 SOURCES

City of Guelph. (1974). "*Mavis Bank*": Couling Heritage Building Inventory.

City of Guelph. (2000). "*Mavis Bank*": Burcher/Stokes Heritage Building Inventory.

Hamill, E. (1962). Laura Lemon Heath: 1866-1924. *Guelph Historical Society Publications*, II, No. 5.

Johnson, Leo. A. (1977). *History of Guelph: 1827-1927*. Guelph, ON: Guelph Historical Society

Stewart, R.A.M. (1978). *A picture history of Guelph, 1827-1978: Volume two*. Guelph, ON: Ampersand Press.

PHOTOGRAPHS



Figure 3.0: Arthur Street elevation



Figure 4.0: Northwest elevation featuring the twin-flued chimneys



Figure 5.0: Image of the verandah that fronts onto the Speed River

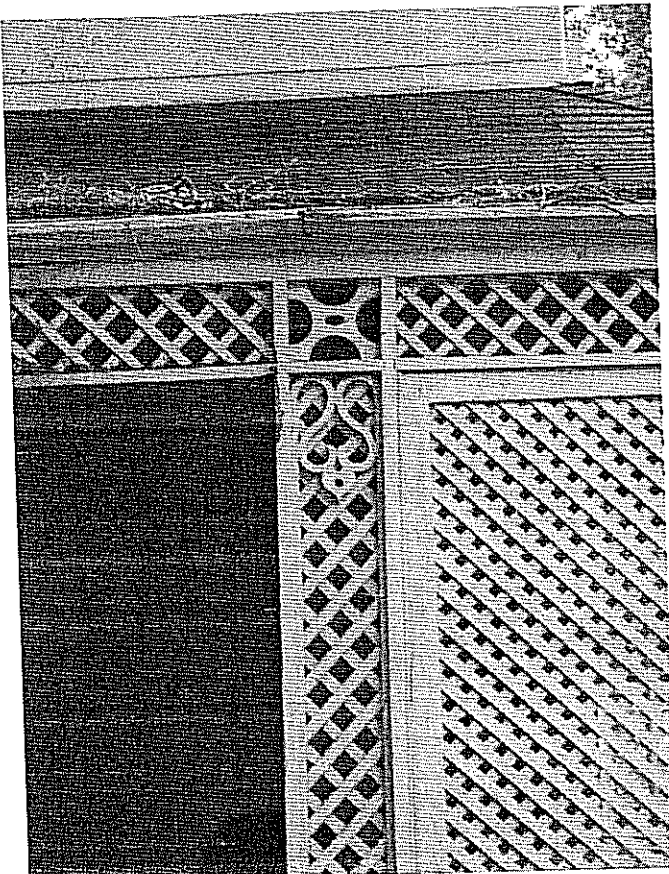


Figure 6.0: Lattice detailing of the verandah

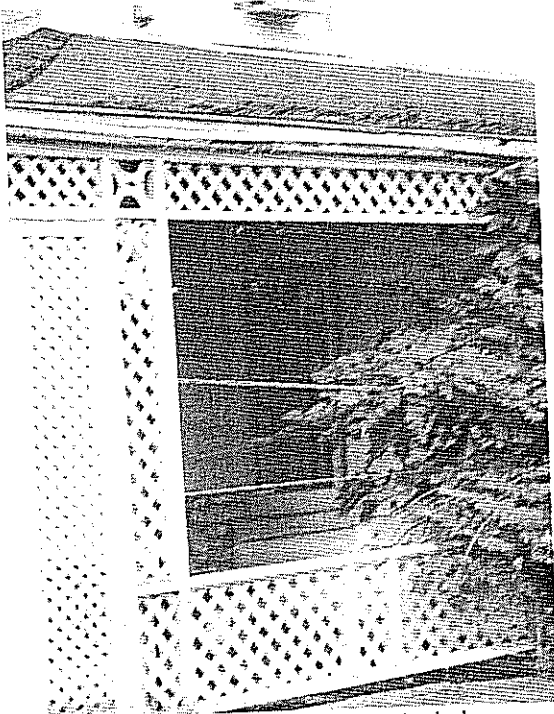


Figure 7.0: Note the original 6 over 6 window panes on the east elevation

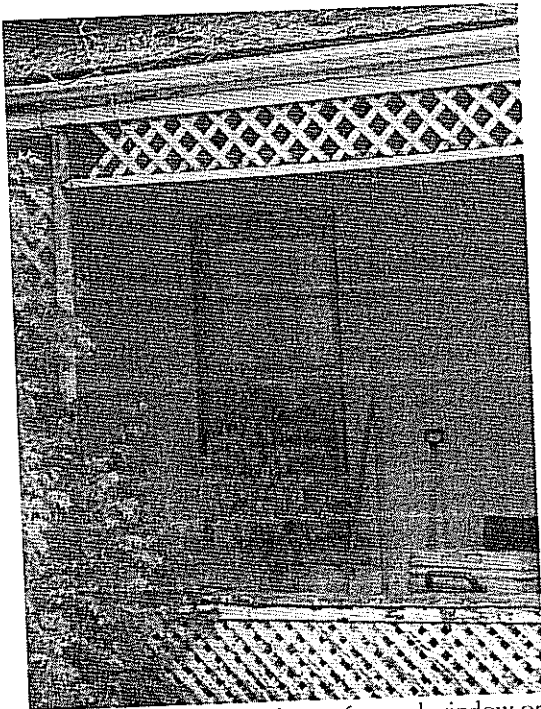


Figure 8.0: View of the 6 over 6 paned window on the Arthur Street elevation

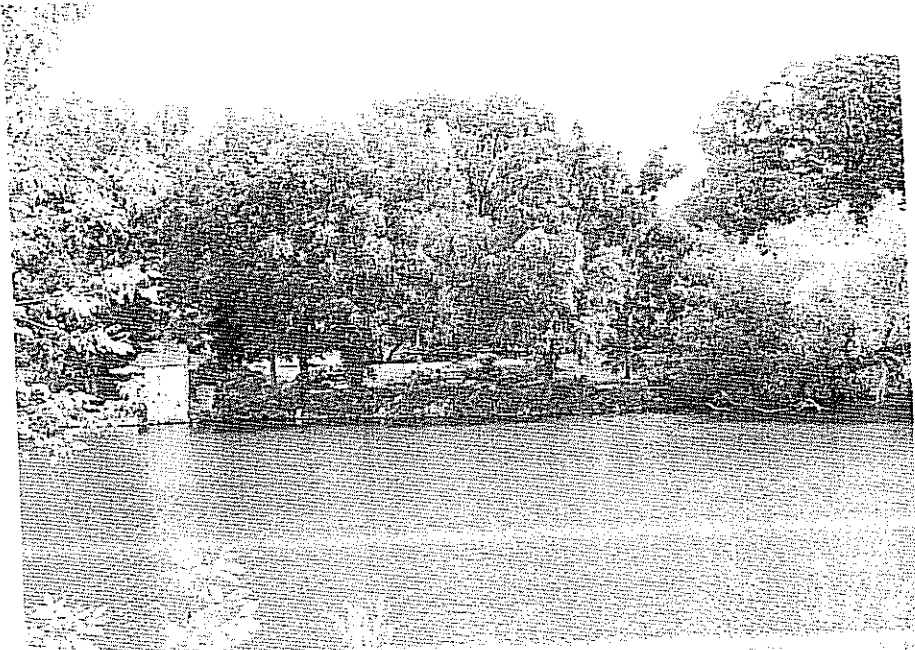


Figure 9.0: view of subject property from the opposite bank of the Speed River



Figure 10.0: View of subject property from the Heffernan Street Footbridge



Figure 11.0: View of the Speed River from the northwest side of the property

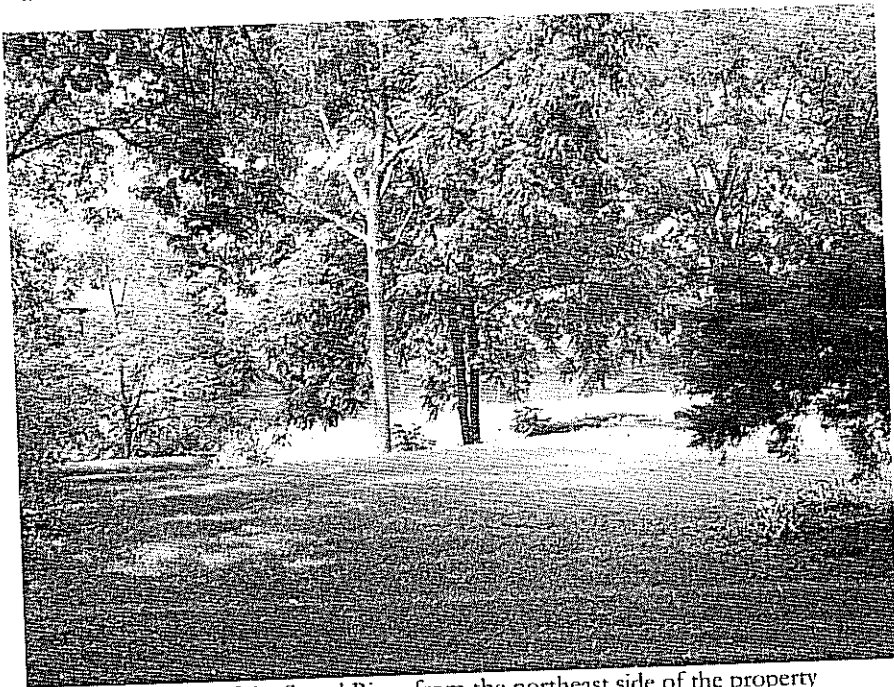


Figure 12.0: View of the Speed River from the northeast side of the property

HERITAGE NOMINATION PROFILE



74 ARTHUR STREET NORTH

Description / Statement of Significance : *Mavis Bank*, childhood home of Canadian author and composer Laura Lemon, is a fine example of Neo-Classic Vernacular architecture that is located on the east bank of the Speed River, a designated Canadian Heritage River.

Address / Identification: 74 Arthur Street North

Legal Description of Boundary: Lots 14 & 15, Plan 32 Part Grange Street, Plan 32 closed by BLS110, as in ROS269425

Construction Date: 1860-1862

Original Owner: Arthur Palmer

Original Use: Single family residential

Ward: 1

Coordinates: X - 560896.868686

Y - 4822037.074327

Architect: none found

Builder/Craftsman: Robert Stewart Lumber Company

Architectural Style: Neo-Classic Vernacular

Recorder: Lyndsay Haggerty, Heritage Research Assistant
for the City of Guelph

Report Date: July, 2007

DESCRIPTION OF PROPERTY – 74 Arthur Street North

Mavis Bank is a two-storey city residence of Neo-Classical Vernacular design with a hipped roof, located on the east bank of the Speed River.

STATEMENT OF CULTURAL HERITAGE VALUE OR INTEREST

The cultural association with a significant Canadian figure, Laura Lemon, author and composer; historical association with the Palmer Survey of *Tyrathlen*; and contextual presence on the Speed River, a designated Canadian Heritage River, highlight this property as a significant addition to the City of Guelph's designated properties. *Mavis Bank* is the birthplace of Laura Lemon and was her childhood home between 1866 and 1871. It was built by the Robert Stewart Lumber Company circa 1860-1862.

DESCRIPTION OF HERITAGE ATTRIBUTES

The following exterior features should be considered for designation under Part IV of the Ontario Heritage Act:

- All exterior elevations of stucco over stone construction;
- All hipped and gabled rooflines;
- All original window and door openings including their locations and construction;
- Two large twin-flued "white" brick chimneys including their corbelled caps located at the south end and the rear wing of the house;
- Bow-roofed trellis and lattice wrap-around verandah;
- Tooled stone window sills; and
- The 6 panes over 6 sash window below the east verandah and on the Arthur Street façade.

The following contextual features should be considered for designation under Part IV of the Ontario Heritage Act:

- *Mavis Bank's* location fronting onto the federally-designated heritage river, the Speed River, functions as a historical point of interest in Guelph's north-east cultural landscape; and
- All major trees on the property, including the two Black Walnut trees located in front of the Arthur Street elevation.

It is intended that non-original features may be returned to documented earlier designs or to their documented original without requiring City Council permission for an alteration to the designation.

DESIGNATION ASSESSMENT

Property: 74 Arthur Street North	Date: August 2007
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CRITERIA FOR DETERMINING CULTURAL HERITAGE VALUE OR INTEREST

The criteria set out below are taken directly from the Ministry of Culture Regulation 9/06 made under the Ontario Heritage Act for the purpose of assessing property for designation under Section 29 of the Act..

CRITERIA	NOTES	SCORE
The property has design value or physical value because it...		
...is a rare, unique, representative or early example of a style, type, expression, material or construction method	Representative of Neo-Classical Vernacular style featuring a unique bow-roofed, trellis wrap-around verandah	✓
...displays a high degree of craftsmanship or artistic merit	-bowed beam construction of the verandah indicate a high level of carpentry skill	✓
...demonstrates a high degree of technical or scientific achievement		
The property has historical value or associative value because it...		
... has direct associations with a theme, event, belief, person, activity, organization or institution that is significant to a community	Birthplace and childhood home of Laura Lemon, Canadian composer and poetess	✓
...yields, or has the potential to yield, information that contributes to an understanding of a community or culture	Located on original "Palmer Survey" land that was first settled in 1855	✓
... demonstrates or reflects the work or ideas of an architect, artist, builder, designer or theorist who is significant to a community	-reflects the work of once-prominent local builder, Stewart Lumber Company	✓
The property has contextual value because it...		
... is important in defining, maintaining or supporting the character of an area	-Properties fronting the Speed river define the riverscape and give insight to how buildings were historically situated	✓
...is physically, functionally, visually or historically linked to its surroundings	-location on the bank of the Speed River, a Canadian Heritage River, functions as a historical point of interest	✓
... is a landmark		



City of Guelph

Report: 07-83

COMMUNITY DESIGN AND DEVELOPMENT SERVICES

TO: *COMMUNITY DEVELOPMENT AND ENVIRONMENTAL
SERVICES COMMITTEE*

DATE: **SEPTEMBER 11, 2007**

SUBJECT: **SIGN BY-LAW VARIANCES FOR FAMILY DENTAL CENTRE AT 1482
GORDON STREET**

RECOMMENDATION:

"THAT, the request for a variance from the Sign By-law for 1482 Gordon Street, to permit a freestanding sign to be situated 21 metres (68.8') from a freestanding sign on a neighbouring property in lieu of the required 30 metres (98.4') for Family Dental Centre, be approved."

BACKGROUND:

Family Dental Centre, located at 1482 Gordon Street has requested a variance from the Sign By-law to permit a new freestanding sign to be constructed 21 metres (68.8') from an existing freestanding sign on a neighbouring property.

REPORT:

Family Dental Centre is located on Gordon Street (see Schedule A-Location Map). The proposed new pylon sign is to be part of the overall development of a new dental centre. Formal Site Plan Approval was granted on August 22, 2006. The building has since been constructed.

A variance is required from the Sign By-law because the freestanding sign is in an OR-51 commercial zone requiring a 30 metre (98.42') separation distance between a sign on one property and a sign on an adjacent property. The sign on the adjacent property is setback 16 metres (52.4') from the side lot line. The sign on the Family Dental Centre property is proposed to be setback 5 metres (16.4') from the side lot line, therefore, the total separation distance proposed is 21 metres (68.8') (see Schedule B- Proposed Sign Location).

Family Dental Centre has requested the variance to the Sign By-law in order to permit advertising on a freestanding sign, which is common practice in Office Residential zones. The sign location cannot realistically be altered as there would be driveway sight line issues in other locations.

The requested variance is as follows:

Freestanding Sign (Service Commercial SC.2 zone)	By-law Requirements	Requests
Minimum Required Separation Distance between signs	30.0 metres	21.0 metres

The requested variance from the Sign By-law for separation distance is recommended for approval because:

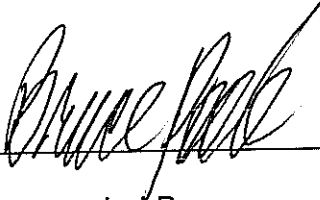
- There are no sight line issues with the side yard setback and location from the sign on the neighbouring property.
- The proposed sign meets all other regulations for freestanding signs in a Office Residential zone.
- The proposed sign allows for advertising of the subject property without interfering with the neighbouring signage (See Schedule C- Proposed Signage)

ATTACHMENTS:

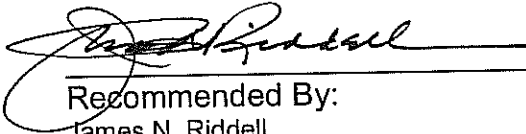
- Schedule A- Location map
- Schedule B- Proposed Sign Location
- Schedule C- Proposed Signage



Prepared By:
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Zoning Inspector
837-5615 ext. 2388
patrick.sheehy@guelph.ca

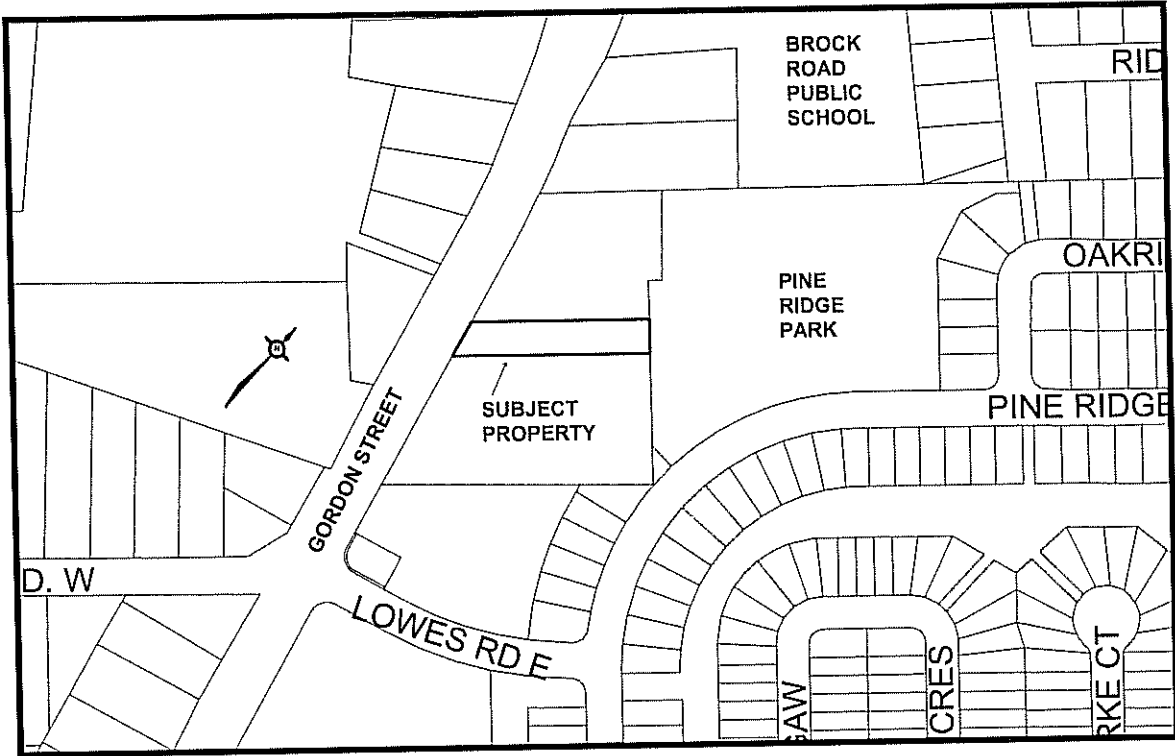


Recommended By:
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Chief Building Official
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bruce.poole@guelph.ca

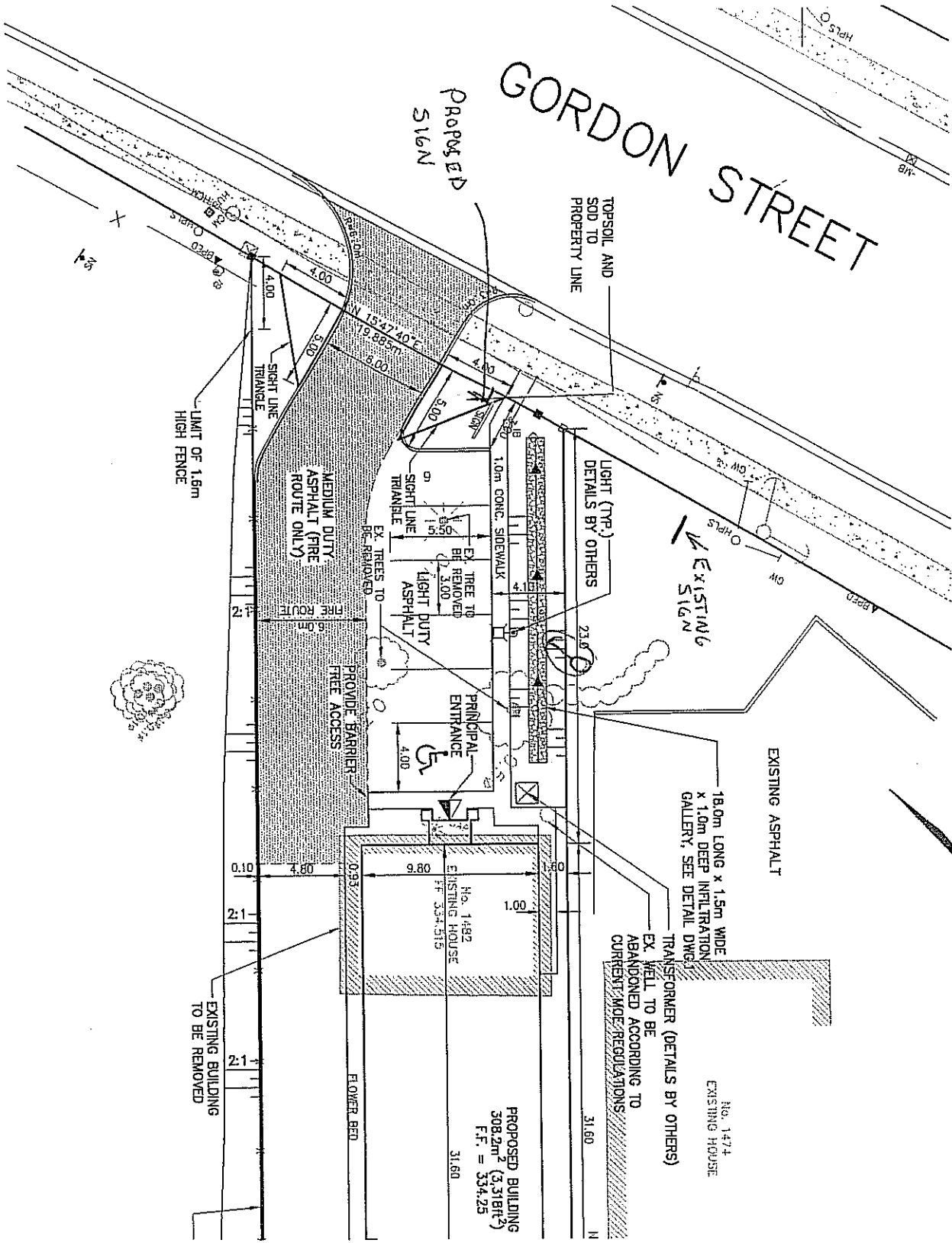


Recommended By:
James N. Riddell
Director of Planning and Development Services
837-5616 ext. 2361
jim.riddell@guelph.ca

**SCHEDULE A
LOCATION MAP**



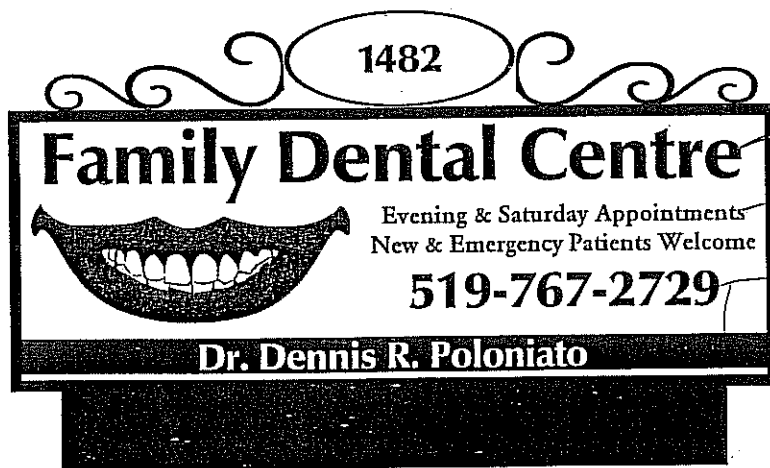
**SCHEDULE B
PROPOSED SIGN LOCATION**



**SCHEDULE C
PROPOSED SIGNAGE**



4x8 32 (9.75)



5 1/2"

6 1/2"

3"

4 1/2"

3 1/2"

The Design is the property of SCUTT SIGNS, 717645 Ontario Ltd.
and may NOT be used without written permission.

Approved By / Date _____



170 Curtis Drive, Guelph, Ontario N1K 1N5
(519) 821-2756 Fax (519) 821-2758
E-mail scutt@bellnet.ca

- Customer Family Dental Centre
- Date June 12, 2007
- Saved as Family Dental Centre
- Designed by Jim
- Due Date

Notes -



City of Guelph

Report: 07-70

COMMUNITY DESIGN AND DEVELOPMENT SERVICES

TO: COMMUNITY DEVELOPMENT AND ENVIRONMENTAL
SERVICES COMMITTEE

DATE: SEPTEMBER 11, 2007

SUBJECT: SIGN BY-LAW VARIANCES FOR BOSTON PIZZA AT 35 WOODLAWN
ROAD WEST

RECOMMENDATION:

"THAT, the request for a variance from the Sign By-law for 35 Woodlawn Road West, to permit a freestanding sign to be situated 10 metres (32.8') from a freestanding sign on a neighbouring property in lieu of the required 30 metres (98.4') for Boston Pizza, be approved."

BACKGROUND:

Boston Pizza, located at 35 Woodlawn Road West has requested a variance from the Sign By-law to permit a new freestanding sign to be constructed 10 metres (32.8') from an existing freestanding sign on a neighbouring property.

REPORT:

Boston Pizza is located on Woodlawn Road West (see Schedule A-Location Map). The proposed new pylon sign is to be part of the overall development of a new restaurant. Formal Site Plan Approval was granted on April 5, 2007. During the Site Plan Approval process, it was outlined that the proposed freestanding sign would require a variance to the Sign By-law.

A variance is required from the Sign By-law because the freestanding sign is in an SC. 2-3 commercial zone requiring a 30 metre (98.42') separation distance between a sign on one property and a sign on an adjacent property. The sign on the adjacent property is setback 7 metres (22.9') from the side lot line. The sign on the Boston Pizza property is proposed to be setback 3 metres (9.8') from the side lot line, therefore, the total separation distance proposed is 10 metres (32.8').

Boston Pizza has requested the variance to the Sign By-law in order to permit advertising on a freestanding sign, which is common practice in Service Commercial zones.

The requested variance is as follows:


Freestanding Sign (Service Commercial SC.2 zone)	By-law Requirements	Requests
Minimum Required Separation Distance between signs	30.0 metres	10.0 metres

The requested variance from the Sign By-law for separation distance is recommended for approval because:

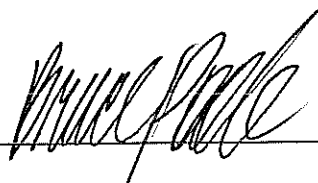
- There are no sight line issues with the side yard setback and location from the sign on the neighbouring property.
- The proposed sign meets all other regulations for freestanding signs in a Service Commercial zone.
- The proposed outdoor patio and driveway location restrict the placement of the freestanding sign from being in a conforming location.

ATTACHMENTS:

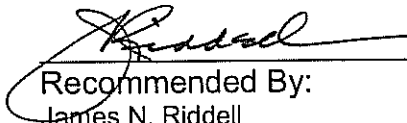
- Schedule A- Location map
- Schedule B- Existing Sign Location
- Schedule C- Existing Signage
- Schedule D- Proposed Sign



Prepared By:
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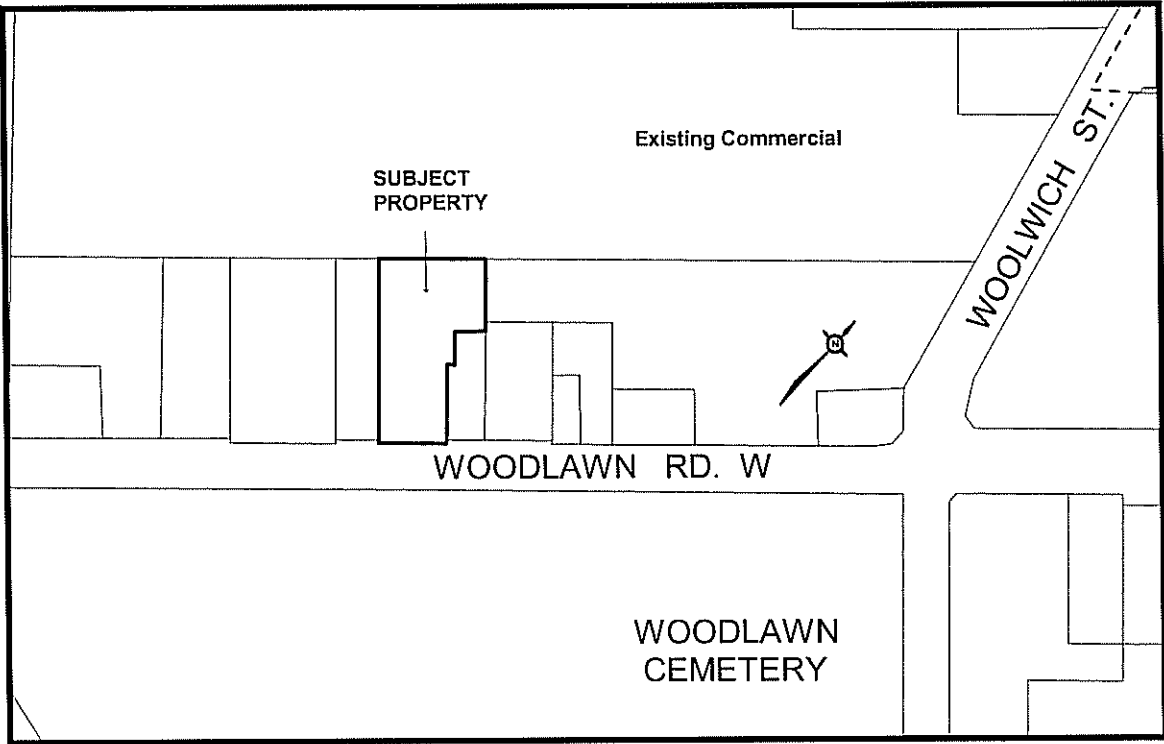


Recommended By:
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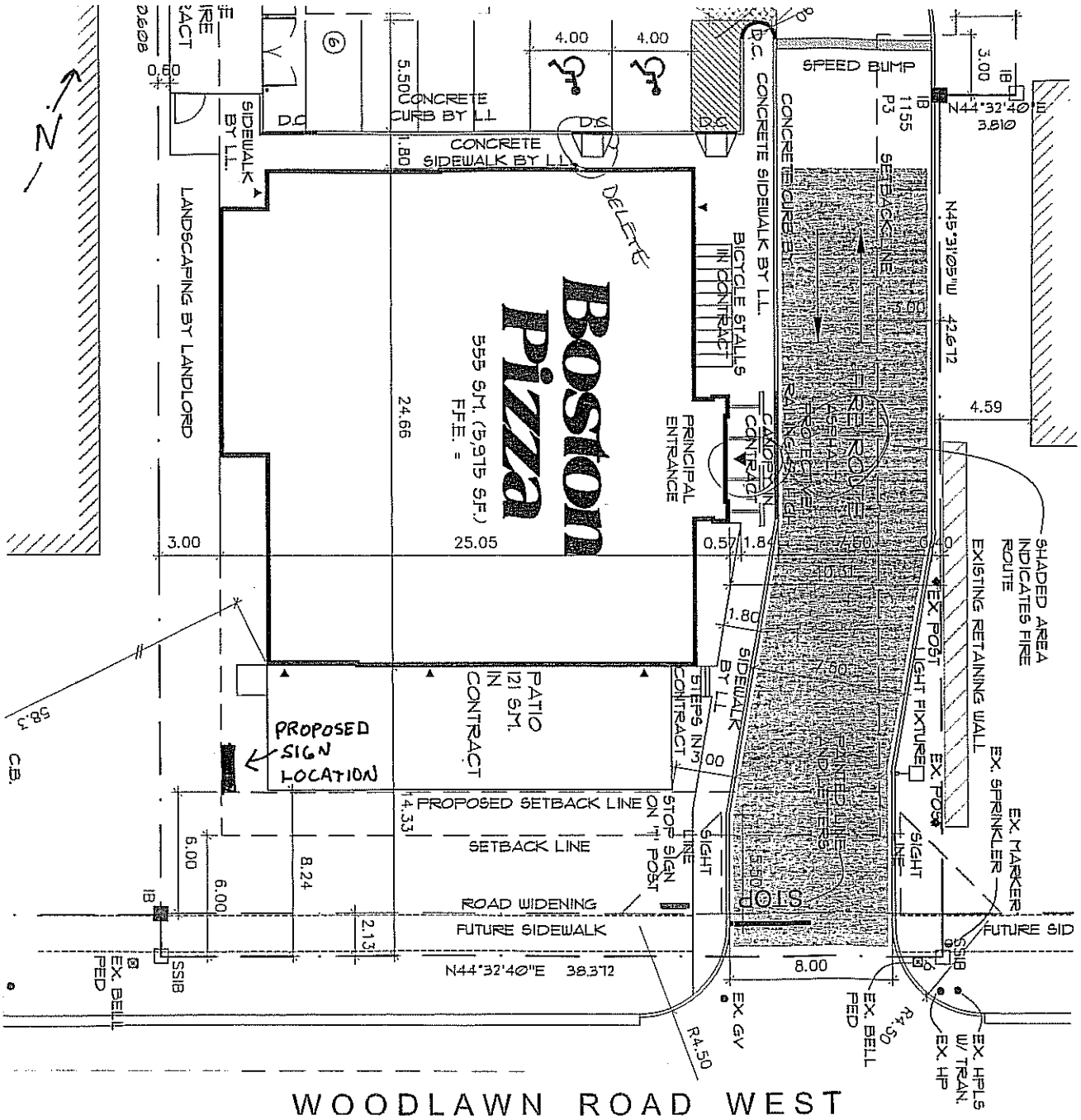


Recommended By:
James N. Riddell
Director of Planning and Development Services
837-5616 ext. 2361
jim.riddell@guelph.ca

**SCHEDULE A
LOCATION MAP**



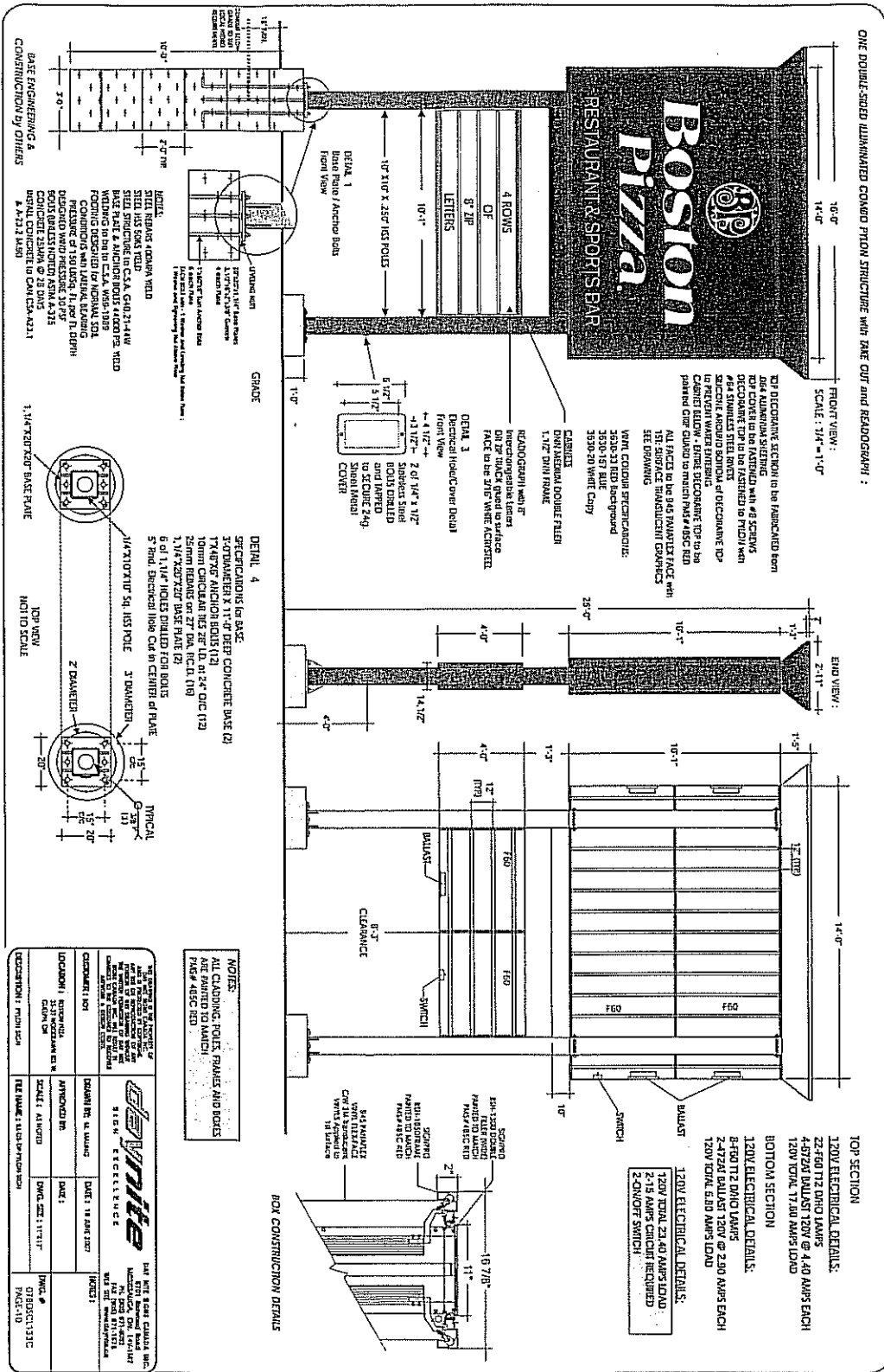
SCHEDULE B PROPOSED SIGN LOCATION



**SCHEDULE C
EXISTING NEIGHBOURING SIGNAGE**



SCHEDULE D PROPOSED SIGN





City of Guelph

COMMUNITY SERVICES

Report:

TO: *Community Development and Environmental Services Committee*

DATE: 2007/09/11

SUBJECT: 595 VICTORIA ROAD NORTH (FORMER INGRAM PROPERTY)

RECOMMENDATION:

THAT staff be directed to prepare an Expression of Interest for the reuse/redevelopment of the Ingram Farm House consistent with the parameters outlined in the report dated September 7, 2007 and that Staff report back with respect to the results of this process by late 2007; and

THAT staff be directed to initiate a joint public consultation process for the development of a master plan for 595 Victoria Road formerly known as the Ingram Farmhouse and surrounding parkland; and

THAT staff request Heritage Guelph to prepare the necessary information required for Council to consider designation pursuant to the Heritage Act;

AND THAT staff bring back a complete report which includes a draft master plan for the former Ingram Farmhouse, the immediately surrounding parkland and budget estimates for Council's consideration by the end of 2007 following the completion of the Expression of Interest results.

BACKGROUND:

The City was deeded the park and farmhouse, formerly known as Ingram Farmhouse, upon registration of the Victoria Road North Secondary Plan subdivision plan. The farmhouse was built around 1850 and is approximately 2000 square foot 2 storey residential building. The building forms part of the City's registry of heritage buildings.

The City's Official Plan identifies the retention of the farmhouse and that it be incorporated into the design of the park as a legacy of the City's history within this newly developing area of the City. The usages permitted under the Official Plan could provide opportunities for a public facility (community centre or library) or alternatively to be retained as a residential use.

Public consultation is required to determine the eventual uses for the building and design of the park. To date, the Brant Ave and Waverley Neighbourhood Groups, along with the Guelph Neighbourhood Support Coalition, have been consulted and expressed interest in obtaining neighbourhood space via a community room associated with this park. The current capital budget includes funds for community room space for this area. The May 2006, architectural review conducted by Briestensky Johnson Critchley through an RFP process, provided a structural and mechanical review of the farmhouse. Those summaries are outlined in the attachments.

REPORT:

The Community Development Division is the project leader for the development of the farmhouse and over the past few months have coordinated meetings with several service areas, including Corporate Property, Park Planning, Policy Planning and Finance to seek out their opinions on the initiative.

From those meetings, staff identified a number of ways several corporate and community objectives could be achieved. Staff believes this facility has the potential to achieve multiple City objectives including:

- Taking a leadership position by restoring the heritage house and designating it under the Heritage Act;
- Reusing the house for affordable housing in keeping with the Official Plan;
- Providing community space in this area by building a purpose built facility that is contextually in keeping with the heritage features of the house; and
- Demonstrating commitment and leadership with respect to matters such as energy conservation and community gardens through the development of the facility.

An assessment of the building condition in relation to its potential for conversion to community space has also been undertaken. The results of this analysis indicate that significant funds are required to revitalize the house.

To achieve these multiple objectives, Staff is requesting direction to issue an Expression of Interest to explore opportunities with stakeholders to incorporate the following into this initiative that will:

- Convert the existing house to affordable housing units through partnership with affordable housing providers and potentially assist the creation of such units by using the City's affordable housing fund. It is anticipated that the existing house could be converted to provide 4 units.

- Designate the farmhouse under the Ontario Heritage Act and provide incentives to restore it using tax increment financing.
- Build an addition that would allot for the construction of community room and office space, washroom facilities for the park. The facility would be designed to fit the heritage context of the farmhouse and would contribute to creating a focal point for this newly developing neighbourhood. It would also allow the community space to be designed to be accessible and meet the various programming requirements much better than converting the house.
- Linkages to the Community Energy Plan by building to a LEEDS standard
- Integrate this facility into the overall park development with respect to parking, recreational activities and community gardens.

Staff believes the suggestions outlined above will demonstrate the City's commitment to a number of strategic directions and will allow an optimum reuse of the house and park.

Accordingly, Staff believes that these options should be explored to determine their feasibility.

CORPORATE STRATEGIC PLAN:

Goal 2: A healthy and safe community where life can be lived to the fullest

Goal 4: A vibrant and valued arts, culture and heritage identity

Goal 6: A leader in conservation and resource protection/enhancement

FINANCIAL IMPLICATIONS:

The current capital budget allocation for the house is \$241,000.00 of which \$22,800.00 has been spent on the feasibility study. 90% of the budget is development charges funded.

The current capital budget allocation for park planning is \$160,000.00.

Staff will prepare a budget for Council's consideration that will include opportunities to leverage existing funds in different service areas.

DEPARTMENTAL CONSULTATION:

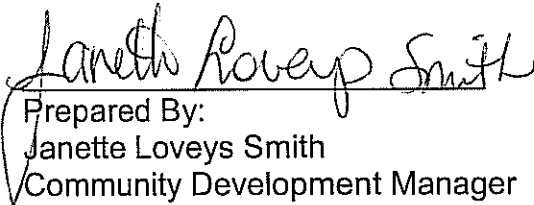
The Project Leader has coordinate meetings and discussions with staff from Community Design and Development (policy and parks divisions) Legal, Corporate Property and Finance Dept.

COMMUNICATIONS:

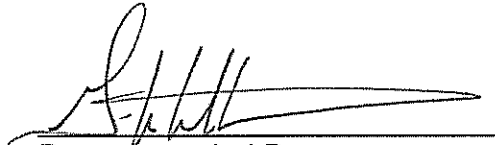
None at this time.

ATTACHMENTS:

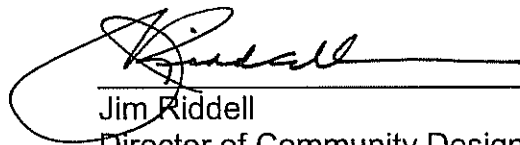
Site map showing the context of the park and the house to the wider area.
Architectural, structural and mechanical summaries obtained from Briestensky Johnston Critchley Architects Inc.



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Community Development Manager
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Recommended By:
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Director of Community Services
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Gus.stahlmann@guelph.ca



Jim Riddell
Director of Community Design and
Development
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Jim.riddell@guelph.ca

August 1, 2006

Part 1: Architectural Building Review:

1.1 General Architectural Outline

The project scope is to renovate the 2000 SF Ingram farm House, at 596 Victoria Rd. Guleph Ontario. The existing 1 ½ story brick residential building is to be renovated into a Part 9 Group D occupancy. We have reviewed the building with this in mind, and have prepared an Architectural assessment of the building based on the current requirements of the current Ontario Building Code required for the proposed renovation.

1.2 Observations/ Recommendations

- .1 The existing main floor is constructed using 10 ½" x 2" full size wood joists at 18" on centre with wood plank flooring. The underside of the floor construction is exposed to the basement. The basement in the new occupancy will be required to have a fire resistance rating of 1 hour, as per Section 9.10.10 of the Ontario Building Code. In order to achieve the required 1 hour fire resistance rating we recommend closing in the ceiling of the basement with 2 layers 5/8" type 'X' gypsum board (in accordance with table 8.2 M2 of the O.B.C.).
- .2 The wood frame garage and entrance vestibule attached to the brick house are in very poor condition, (see Structural Review 2.2.7 of this report). Based on the structural review of this portion of the house it is our opinion that it should be demolished. However, demolishing the entrance vestibule at the back of the house will leave the entrance to the basement stairs, and electrical entrance exposed. We therefore further recommend that a new entrance vestibule be constructed to protect the stairs and entrance to the basement.
- .3 A new barrier free ramp would be required to provide access to the building from the exterior to meet the requirements of the Ontario Building Code.
- .4 The main floor washroom will have to be enlarged in order to meet barrier free requirements. New fixtures including grab bars etc. will also be required to meet current O.B.C. standards.
- .5 Existing wood framed sash windows are in reasonable condition, but several of the pains of glass are broken and require replacing. It is our recommendation that the damaged windows be repaired, cleaned and re-puttied. Exterior storms reglazed and refinished (currently windows are painted shut).
- .6 The main floor entrance door sticks and needs to be repaired and or replaced. In addition new exterior doors will be required. Reworking and refinishing of existing interior doors will be cost prohibitive and should be replaced.
- .7 The carpet on the main floor and upper floor should be removed the musty smell indicates that there may have been moisture damage at some point. It is our proposal that that carpet be pulled up and floors be refinished through out.
- .8 Interior partitions will be subject to moderate demolition for new construction, wiring and plumbing and will result in stripping of lath and plaster and reboarding for new finishes.
- .9 The current building is not insulated. We recommend that insulation be installed. This will require the removal of the existing lath and plaster on all exterior walls and providing insulation, vapour barrier and gypsum board, in order to achieve the required "R" values of the current code requirements. This will also aid in the heat loss and heat gain performance of the building, and cut down on heating and cooling costs. Much of the removal would be required to accommodate new mechanical and electrical services.

August 1, 2006

- .10 There is to be some moisture damage on the ceiling of the upper level this indicates roof leaks or insufficient attic ventilation. We recommend that the roof be replaced, the attic be insulated and sufficient venting be put in place. (See item 3.2.10 Structural Observations/Recommendations)
- .11 Existing wood fascia, soffit and shingles are in poor condition we recommend replacing the existing shingles, wood fascia, and soffit. We would assume some sheathing will need replacement. (See item 3.2.12 Structural Observations/Recommendations.)
- .12 The exterior paint on the building is peeling and in ill repair. It is recommended that the exterior building be chemically cleaned/washed to expose the brick beneath. (alternately repainted)
- .13 Basement stairs are unsafe and must be replaced. (See Structural notes 2.2.8)
- .14 Overgrown existing trees are planted immediately adjacent to building & should be removed.
- .15 Existing kitchen cabinets and appliances are tired, old and poor in appearance and should be replaced.
- .16 Partition modifications will be required for new layouts. Wall removal and adjustments to transform the living room and adjacent space into a multipurpose room.
- .17 Demolition and removal of interior millwork, partitions, doors and frames, and finishes will be required.

August 1, 2006

1.3 Architectural Cost Estimate

The following is a cost estimate for the work to be completed for the proposed renovation based on Architectural section 1.2 Observations/Recommendations.

.1	Fire rating basement ceiling	\$ 3,500.00
.2	Rebuilding new Entrance vestibule to basement, (Note cost of demolition has been carried by structural)	\$ 12,000.00
.3	New Barrier Free Ramp and changes to Front Porch	\$ 4,000.00
.4	New Barrier Free Washroom	\$ 5,000.00
.5	Repair/replace sash windows	\$ 8,000.00
.6	New doors and hardware	\$ 8,000.00
.7	Remove existing carpet and refinish floors	\$ 7,500.00
.8	Painting - interior	\$ 5,000.00
.9	Insulating exterior walls	\$ 15,000.00
.10	Repairing damaged ceilings (insulating ceiling is included in item 2.3.13 of Structural Cost Estimate)	
.11	Included in item 2.3.12 of Structural Cost Estimate	
.12	Cleaning exterior brick	\$ 3,500.00
.13	Included in Structural 2.3.8	
.14	Tree removal	\$ 1,500.00
.15	New kitchen cupboards and appliances	\$ 4,000.00
.16	Partition modifications for new layouts	\$ 3,500.00
.17	General demolition	\$ 7,500.00
	Total Construction Cost	\$ 88,000.00

Note: The above price does not include the following:

- Consulting design services
- Tendering
- Any site services/grading
- Interior furniture or artwork

August 1, 2006

Architectural Summary

The main brick building is in fair condition and requires some minor repairs and upgrades to bring it up to the required building code standard. The first floor will require some upgrades to accommodate for the barrier free design requirements due to the change of use and the second floor will require some modification to the interior partition wall layout.

The basement area will require some major modifications and upgrades to address the fire rating requirements for the new occupancy, moisture and structural issues. The 1 story wood frame garage and entrance vestibule are in very poor condition and should be demolished and a new entrance vestibule constructed over the existing stairwell to the basement.

The exterior of the building requires some renovation in the way of painting and depending on budgetary restraints, the paint on the existing brick could be chemically cleaned to expose the original brick.

Part 2: Structural Building Review:

2.1 General Structural Outline

The construction of the 1 ½ storey brick house is typical for this style and age of house. It consists of brick walls, a stone-rubble foundation, and wood frame floors and roof. The single storey garage and entrance vestibule attached to the brick house is also supported on a stone-rubble foundation.

2.2 Observed Problem Areas / Recommendations

- .1 The basement was found to be damp due to an earthen floor and poor ventilation. The basement requires a concrete floor slab, exterior drainage, damproofing, and insulation to satisfy current Ontario Building Code.
- .2 Portions of interior stone-rubble foundation walls in basement have been removed for installation of mechanical services and new opening. Walls need to be repaired and/or beams provided to span opening and support structure above. (see Appendix A, Photos 21, 27).
- .3 North end of house (Area 2 in diagram 1) has a 4'-0" deep foundation wall. This portion of the building has been excavated to facilitate a deeper basement. The excavation will eventually lead to a failure of the foundation is not properly supported. The earth wall needs to be protected with a reinforced concrete wall as illustrated in diagram 2. (see Appendix A, Photos 22, 23, 24, 25).
- .4 Floor joist in basement has been notched around mechanical duct. Joists need to be reinforced on both sides of opening (see Appendix A, Photo 26).
- .5 The stair leading to the basement has deteriorated and shall be replaced. It is recommended that a new concrete stair be constructed to brace the stone-rubble foundation. In addition, the wood-frame lean-to over the stair is in poor condition and needs to be replaced (See Appendix A, Photo 16).
- .6 A pile of coal in the basement could be an environmental concern. This should be cleaned up and an **environmental assessment might be required**. This is not part of our scope of work however it can be provided if required (See Appendix A, Photo 18, 32).
- .7 The wood frame garage and entrance vestibule attached to the brick house is in very poor condition. The structure and finishes have significantly deteriorated and exhibit signs of differential movement due to settlement and structural inadequacy. Therefore, it is our opinion this portion of the building has no salvageable value and should be demolished.
- .8 The wood frame front deck is in good condition structurally. The stair and hand rails leading onto the deck need to be replaced or upgraded to suit current Ontario Building Code requirements.
- .9 The main floor is constructed using 10 ½" x 2" full size wood joists at 18" centers with a maximum clear span of 14'-6". This is adequate for a residential floor load of 40 psf. However, for the proposed change of use to a Group D occupancy with a floor load of 100 psf, reinforcing will be required. This can be accomplished by installing a new beam at the mid-span of the joists or installing additional joists between the existing. If a new beam is installed it will require posts and footings in the basement.

August 1, 2006

- .10 The upper level floor is constructed using 9 ½" x 2" full size wood joists at 16" centres. There is some settlement of the floor under partition walls and there is cracking of the plaster on the ceiling below due to excessive floor deflections. Therefore, some reinforcing of the upper level floor will be required. We recommend this be carried out by reinforcing the existing floor joists. The existing plaster ceiling will need to be repaired or replaced as a result of this reinforcing.
- .11 The roof is constructed using 5" x 2" full size wood rafters at 16" centers with collar ties mid-height. This is typical construction for this style of house. The 5" x 2" rafters do not conform to the requirements of the Ontario Building Code because there is no ceiling joists or lateral restraint provided where the rafters bear on the 5'-6" high knee wall in the upper level. However, the roof is level and true. It appears to function as originally intended and there are no signs of major structural concern. The roof functions as originally intended because interior walls and the diaphragm action of the roof sheathing help to distribute loads.
- .12 Any renovations on the upper level that require removal of partition walls should be reviewed by an engineer. In addition, reinforcing of the upper level floor joists as outlined in item 10 should allow for roof loads in addition to the self weight of the wall and floor loading.
- .13 Deterioration of the wood fascia and soffit should be addressed in the renovations. In addition, the roof shingles and sheathing might need to be replaced. The condition of the roof sheathing and shingles were not part of our scope of work. However, replacement is recommended due to the age of the house and cost of interior renovations.
- .14 Moisture damage was noted on the ceiling of the upper level. This could be the result of roof leaks or inadequate attic ventilation and insulation. Proposed renovations should address attic ventilation and insulation.
- .15 At various locations around the exterior of the building cracks were observed in the stone-rubble foundation and brick structure. These cracks need to be repaired to prevent moisture damage and further deterioration. The cracks are not excessive and are not a structural concern. Some of the cracks appear to be the result of tree roots growing under the foundation. Trees adjacent to the building should be removed to prevent further damage (Photos 1, 2, 3, 4).

August 1, 2006

2.3 Cost Estimate

Below is a cost estimate for the work to be completed. Please note that renovations to an existing structure of this type are highly variable and tender prices may vary significantly depending on the experience and expertise of the contractor performing the work.

.1	Basement insulation, damproofing, drainage and new floor	\$ 35,000.00
.2	Repair openings in interior basement walls	\$ 5,000.00
.3	Concrete foundation wall extension in basement	\$12,000.00
.4	Reinforce cut floor joist	\$ 200.00
.5	Repair damaged stair to basement	\$ 2,500.00
.6	Remove pile of coal	\$ 800.00
.7	Demolish and dispose of wood frame garage	\$ 5,000.00
.8	New stair and handrail on front porch	\$ 1,500.00
.9	New beams in basement to increase floor capacity	\$ 4,000.00
.10	Reinforce upper level floor joists under partition walls	\$ 5,000.00
.11	Included in item 10	\$ 0.00
.12	Replace roof sheathing, shingles, and wood fascia, and soffit	\$ 25,000.00
.13	Replace attic insulation and install ventilation as per OBC	\$ 8,000.00
.14	Repair foundation cracks and remove trees	\$ 5,000.00
	TOTAL STRUCTURAL COST ESTIMATE	\$ 109,000.00

Please note that the above price does not include engineering design services for the above work.

August 1, 2006

2.4 Summary

The primary brick structure of the 1 ½ storey house is in good condition and requires only minor repairs to small cracks. The timber floor and roof framing is also in good condition. However, some upgrades to the first floor are required for the proposed change of use and the second floor will require some localized reinforcing in areas of settlement under upper level partition walls.

The single storey, timber frame garage area is in very poor condition. The condition of this portion of the building is in our opinion beyond repair. This portion of the building should be demolished.

The basement area requires significant work to address moisture problems, the dirt floor, over excavation in the basement, replacement of the stair, and repairs to basement walls. This work is about half the total cost estimate.

The roof structure is in fair condition and does not need significant upgrades. However, replacement of sheathing, shingles, insulation, and the wooden fascia and soffit will add significantly to the construction budget.

August 1, 2006

Part 3: Mechanical and Electrical Building Review:

This review is based upon a visual site visit only, occurring July 24, 2006. No destructive testing was done.

3.1 Mechanical

- .1 Sanitary appears to be new only in one location where basement is being excavated.
- .2 Sanitary drainage piping has evidence of cast iron. This would be deteriorated and needs replacement.
- .3 At one time, the building would have been on a septic system. No evidence of this septic system was noted. The current system is believed to be on the municipal sewer system.
- .4 The plumbing fixtures are all old and due for replacement with water conservation style fixtures.
- .5 Recently a new 1" (25mm) diameter water service was brought to the building and a meter installed. This appears to be the only new water piping.
- .6 Water piping in original building is galvanized piping which is no longer acceptable to building codes.
- .7 Sanitary drainage piping has evidence of cast iron. This would be deteriorated and needs replacement.
- .8 No evidence of a cistern was noticed.
- .9 Outdoor oil tank indicates a recent replacement of buried piping and concrete pad.
- .10 The outdoor oil tank is not double wall to meet current standards. The gauge is indicating the tank is empty.
- .11 The oil furnace is old and in need of replacement. High efficiency natural gas would be the proposed alternate.
- .12 The original home has evidence of a gravity drafting ductwork system with cast iron baseboard grilles. In the original system, heat actually rose up the interior walls and the perimeter, exterior wall grilles were the return.
- .13 The new ductwork system from the oil furnace added new supply ductwork and new floor grilles on the main level but continues to use the second floor supply grilles and perimeter wall grilles as return. This will require replacement.
- .14 There is no air conditioning in the building.
- .15 Kitchen stove hood is exhausted to the exterior.
- .16 The washrooms do not have mechanical exhaust and rely on windows or return grilles.
- .17 There was a wood stove which has been removed. The prefabricated metal chimney remains but does not appear to be an insulated flue as required to meet current codes.

- .18 There is a new electric water heater. Consideration should be given to a natural gas conversion.

3.2 Electrical:

- .1 There appears to be a 100 Amp, 240V/1/60 hydro service to the home with an overhead feed.
- .2 The main service is an old style fuse system. This requires updating to breakers to meet current codes.
- .3 The branch wiring is in poor condition and requires replacement.
- .4 The quantity of receptacles is very minimal and insufficient. Current codes require receptacles within six feet or every door opening and not more than 12 foot spacing between units. This spacing is not met.
- .5 The receptacles are only 2 prong and do not have ground wiring. All devices need to be replaced and rewired with proper grounding to meet code.
- .6 Lighting is a series of incandescent light bulbs of varying styles and ages. Those of heritage value could remain, however all others need to be replaced.
- .7 Light switches are throughout the building for control and appear in satisfactory locations. Devices should be replaced.
- .8 Only one battery-operated smoke detector was noticed on the main level. Current codes require smoke detectors on all levels with interconnecting 120V wiring so all alarms sound on any device detecting.
- .9 There appears to be obsolete antenna wiring for television.
- .10 The phone system wiring is hung on the outside of the building to provide an add-on system.
- .11 There are no exterior receptacles.
- .12 The main hydro panel is mounted on the exterior of the original building, which is now the summer kitchen. If the summer kitchen is removed, a new interior panel location must be found.

3.4 Summary and Mechanical and Electrical Cost Estimate:

In general, we have found that mechanical and electrical systems need to be replaced as with any renovation project.

As well, to update this building we require space to conceal these services. Perhaps the plaster should be removed and the walls reconstructed with new insulation and proper vapour barriers to reduce required capital on replacement mechanical equipment and improve personal comfort and reduce operating cost.

August 1, 2006

Typically, a house operates from a simple high efficiency furnace and outdoor condensing unit. However if the building is used for other occupancy purposes, a furnace and outdoor condensing unit should be provided for each level, i.e. two units.

The new hydro service should be reviewed for any other proposed development on the site, i.e. second building, relocatable buildings, and/or play field lighting. This has not been budgeted.

Preliminary Budget

1) Plumbing	\$20,000.00
2) HVAC (two furnace units)	\$35,000.00
3) House Electrical Service	\$5,000.00
4) Electrical	<u>\$20,000.00</u>
Total (Plus applicable taxes)	\$80,000.00

Note: NOT included are any voice and data systems.

August 1, 2006

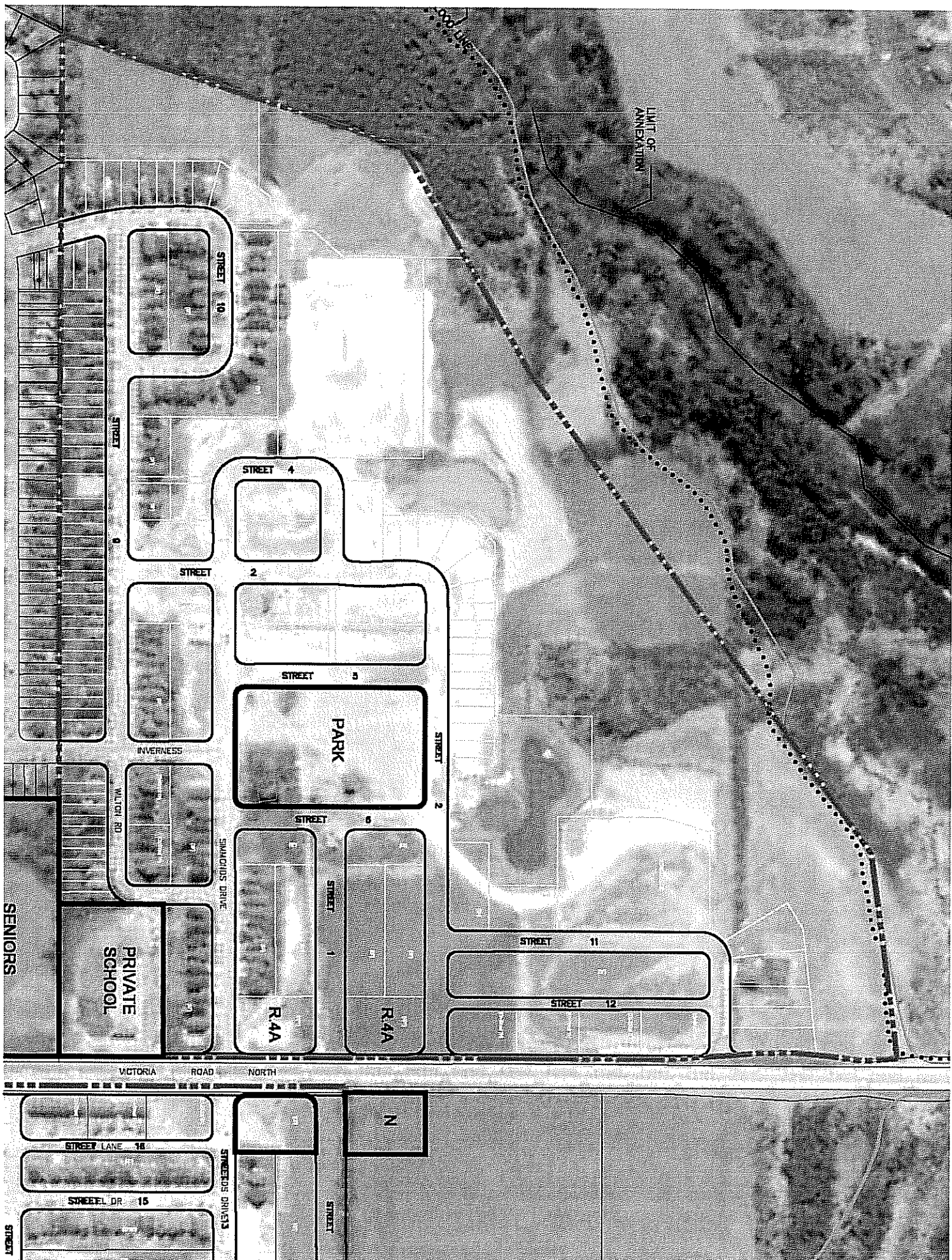
Part 4: Collated Summary

Collated Cost Estimate:

Architectural	\$ 88,000.00
Structural	\$ 109,000.00
Mechanical & Electrical	\$ 80,000.00

Total Estimated Construction Cost: \$ 277,000.00





LIMIT OF AMENATION

STREET 10

STREET 9

STREET 8

STREET 7

STREET 6

STREET 5

INVERNESS

WILSON RD

SHAWARDS DRIVE

STREET 4

STREET 3

STREET 2

STREET 1

STREET 11

STREET 12

VICTORIA ROAD NORTH

STREET LANE 18

SNEEL DR 15

STREETS DRIVES

STREET

N

SENIORS

PRIVATE SCHOOL

R4A

R4A

STREET



**COMMUNITY DESIGN & DEVELOPMENT
SERVICES**

TO: Community Development & Environmental Services Committee

DATE: 2007/9/11

**SUBJECT: TRAIL - WASTEWATER TREATMENT PLANT/ HANLON
EXPRESSWAY**

RECOMMENDATION:

THAT the Community Design and Development Services Report 07-81 dated September 7, 2007 regarding the funding of a trail in the vicinity of the Wastewater Treatment Plant be received;

AND THAT funding for the development of a trail in the vicinity of the Wastewater Treatment Plant be supported as set out in the Community Design and Development Services Report 07-81 dated September 7, 2007.

BACKGROUND:

A staff report dated April 5 2007 addressed a proposed trail in the vicinity of the Wastewater Treatment Plant and Hanlon/Wellington Expressway interchange. (See Appendix 1 for location). The trail was approved by Council as part of the Guelph Trail Master Plan and \$60,000 funding is identified for it in the current Capital Budget in 2010. The report asked Council to consider moving this project forward to 2007-2008 and allocating an additional \$75,000 for a total budget of \$135,000 to reflect the entire project scope as requested by the Guelph Hiking Trail Club. In response Council passed a set of resolutions (Appendix 2) of which the following is addressed in this report:

"AND THAT staff identify a source of funding for the trail other than the Hanlon picnic shelter for Council approval".

REPORT:

As proposed in the April report, staff continue to recommend that project RP0250 "Pergola Property" \$75,000 – approved but unspent in 2006 - be reallocated to this project.

In lieu of delaying the previously proposed capital project "Hanlon Creek Picnic Shelter" RP0111 \$ 60,000 from 2008 to 2010 to cover the remaining trail budget, Council could either approve an expansion or delay a different capital project. Staff identified all possible Park Planning projects from which \$60,000 could be delayed from 2008 to 2010 and carefully evaluated which of these were good candidates. Of the projects considered, staff recommend the South End Community Park. The funding for this project is phased over several more years, the account has an existing balance, and unlike all the other park projects considered, delaying \$60,000 from this project will not jeopardize the timing of any work planned for the next few years including the picnic shelter, splash pad, tennis courts and pathway paving.

CORPORATE STRATEGIC PLAN:

Goal 2: A healthy and safe community where life can be lived to the fullest

FINANCIAL IMPLICATIONS:

No net additional funding requirement is being requested by this proposal. All is to be achieved by internal reallocations and changes to project timings.

Required funding: \$ 135,000

Existing funding: Capital forecast 2010 RP0008 "Wastewater Treatment Plant"
\$ 60,000.

In response to the Council motion, staff recommend bringing forward this 2010 funding into 2008, and compensate by delaying \$60,000 of RP0002 "South End Community Park" from 2008 until 2010.

Furthermore, staff recommend that project RP0250 "Pergola Property" \$75,000 – approved but unspent in 2006 - be reallocated to this project immediately. The capital project RP0250 "Pergola Property" \$75,000 will be delayed until 2009 where it currently appears in the capital forecast, mainly because this coincides with the actual timing of the subdivision development.

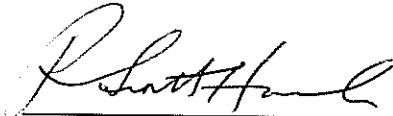
ATTACHMENTS:

Appendix 1: Trail Routes

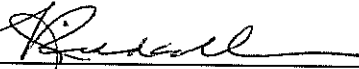
Appendix 2: April 16 2007 Council Resolutions



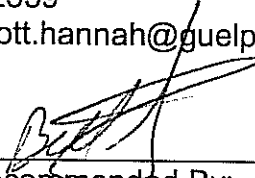
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Recommended By:
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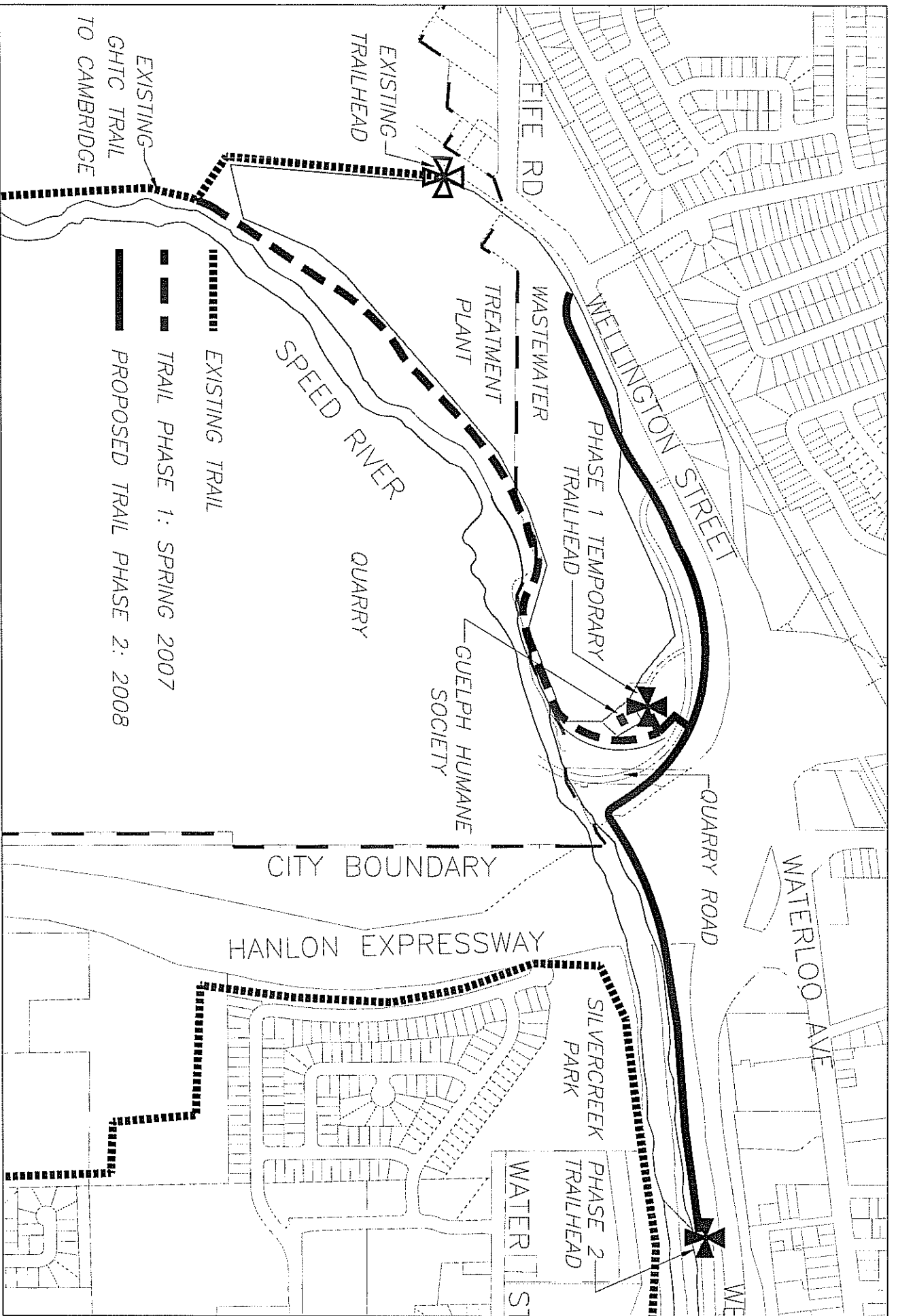


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Recommended By:
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Acting Director of Finance
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bill.stewart@guelph.ca

File: Z:\Riverside_Park Planning\TRAILS\Wastewater Trail\Documents\Wastewater Trail report2.doc



APPENDIX 1: TRAIL ROUTES
 WASTEWATER TREATMENT PLANT / HANLON EXPRESSWAY

NOTE: PLAN NOT TO SCALE
 ALL TRAIL ROUTES APPROXIMATE
 MARCH 2007



THE CITY OF
Guelph

INFORMATION SERVICES DEPARTMENT
CITY CLERK'S DIVISION
City Hall, 59 Carden Street
Guelph, Ontario, Canada N1H 3A1
Telephone: (519) 837-5603 Fax: (519) 763-1269
Website: guelph.ca

April 23, 2007

Mr. J. Riddell
Director of Community Design & Development Services

Dear Mr. Riddell:

At a meeting of Guelph City Council held on April 16, 2007, the following resolution was adopted

“THAT the Community Design and Development Services Report 07-28 dated April 4, 2007 regarding a trail in the vicinity of the Wastewater Treatment Plant be received;

AND THAT staff be directed to proceed with finalizing a license agreement with the Guelph Hiking Trail Club Inc. for the 2007 establishment and ongoing maintenance of a trail on City lands in the vicinity of the Wastewater Treatment Plant;

AND THAT the Mayor and Clerk be authorized to sign the license agreement;

AND THAT staff identify a source of funding for the trail other than the Hanlon picnic shelter for Council approval;

AND THAT staff be directed to look at the feasibility of a pedestrian bridge on the east side of the Hanlon, including costs and potential community partnerships and that this item be considered in the 2008 budget process.”

Yours sincerely,

Lois A. Giles
City Clerk/Manager of Council
Administrative Services

*js

c. Mr. D. Kennedy
Ms. L.E. Payne





**COMMUNITY DESIGN AND DEVELOPMENT
SERVICES**

TO: Community Development & Environmental Services Committee
DATE: September 11, 2007
SUBJECT: **PROPOSED REHABILITATION OF THE ERAMOSA ROAD
BRIDGE**

RECOMMENDATION:

"THAT Eramosa Road be closed at the Eramosa Road bridge location in 2008 for the rehabilitation of the bridge structure and that staff report back on the available construction options".

BACKGROUND:

At the June 8, 2007 CDES meeting, the Committee passed a resolution as follows: "THAT the matter of closing Eramosa Road at the Eramosa Road bridge location for approximately two months in 2008 for the rehabilitation of the bridge structure be referred back to staff to engage in discussions with the Downtown Board of Management and report back at the next Committee meeting to be held on Friday, July 6th, 2007". On July 3, 2007, staff met with 2 members of the DBM to review the report that was presented to the CDES Committee; a copy of the June 8, 2007 CDES Report regarding the Eramosa Road bridge has been attached for reference. Staff were then invited to the DBM general meeting on July 31, 2007 to discuss and answer questions with Board members. The DBM passed a resolution at the July 31st, 2007 meeting stating: "Because of the importance of minimizing road closure, the DBM supports Option 1 – Road Closure with the condition that the City utilize the construction method that minimizes the duration of the road closure. The DBM should be involved in the RFP and selection process".

REPORT:

At this time, staff are requesting approval from City Council to close the Eramosa Road bridge in order to rehabilitate the bridge. This is necessary to determine the scope of the rehabilitation work (i.e. June 8, 2007 CDES Report Options 1, 2 or 3) in order to commence preliminary design work and compare the methods for replacing the concrete bridge deck.

Staff have met with the project design consultant and a local prefabricated bridge manufacturer to review and discuss this project. After careful analysis a report will be prepared to Council detailing the construction method alternatives for the rehabilitation of the Eramosa Road bridge. The report would include an analysis of the options, construction methods to reduce the road closure duration, estimated duration of the road closure for each option and estimated cost for each option. Based on the analysis, staff will recommend a preferred construction method for Council's approval.

CORPORATE STRATEGIC PLAN:

1. **An attractive, well-functioning and sustainable city**

DEPARTMENTAL CONSULTATION / CONCURRENCE:

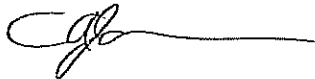
Operations staff were consulted regarding possible detour routes, traffic mitigation and the preferred timing for the Eramosa Road closure.

COMMUNICATIONS:

A Public Information Centre (PIC) is proposed to be held prior to the completion of the design in order to display project details, road detour plans and traffic mitigation plans. Letters to area residents and businesses will also be issued advising them of project details, road detour plans and traffic mitigation plans. In addition, staff will ensure that the Downtown Management Board is informed on a regular basis regarding the status of the project, however, their involvement in the RFP and selection process is not recommended by staff as the rehabilitation of the bridge is a City project and the City's selection process will be followed.

ATTACHMENTS:

- 1) Eramosa Road Bridge CDES Committee Report, June 8, 2007



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Recommended By:
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Director of Community Design and
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The City That Makes a Difference



**COMMUNITY DESIGN AND DEVELOPMENT
SERVICES**

TO: Community Development & Environmental Services Committee

DATE: June 8, 2007

**SUBJECT: PROPOSED REHABILITATION OF THE ERAMOSA ROAD
BRIDGE**

RECOMMENDATION:

"THAT Eramosa Road be closed at the Eramosa Road bridge location for approximately two months in 2008 for the rehabilitation of the bridge structure;

AND THAT Gamsby and Mannerow Limited be retained to complete the Detailed Design, Contract Documents and Contract Administration for the rehabilitation of the Eramosa Road bridge."

BACKGROUND:

The Eramosa Road bridge was constructed in 1964. The estimated design life span for the entire structure is 75 years (i.e. full replacement in 2039). The bridge was constructed to the Ontario Highway Bridge Design Code in effect in 1964. Based on inspection reports prepared by our consultant Totten Sims Hubicki Associates, the bridge appears to be sufficient today. The CHBDC (Canadian Highway Bridge Design Code), which became effective in 1991, allows concrete bridges built prior to the introduction of the code to be judged satisfactory by an Engineer if the bridge is performing with no signs of distress.

In 1981, the bridge deck (road surface) was rehabilitated with the installation of a concrete overlay of the deck. This overlay is deteriorating and breaking apart causing "potholes" on the bridge deck.

The 2004 Bridge Inspection Report dated, June 2005, by Totten Sims Hubicki Associates recommended substantial rehabilitation work for this structure within 5 years. The work would include the installation of new parapet walls (railings on

either side of the bridge); replacement of sidewalks; convert bridge to semi-integral abutments to eliminate expansion joints; repair/replacement of concrete in deck; and repair concrete in abutments, wingwalls, retaining walls and diaphragms.

Temporary repairs at a cost of \$15,000 were made in November 2005 to fix the "potholes" on the bridge and the top of the south abutment where the concrete had broken. Additional temporary repairs at a cost of \$11,000 were made in November 2006 to fix "potholes" and to provide an acceptable riding surface for traffic to use the bridge until it is rehabilitated. Additional repairs will be required in the fall of 2007 to ensure an acceptable riding surface until rehabilitation in 2008.

The underside of the existing bridge deck is spalling (the surface layer of concrete is deteriorating) and will need to be patched. It is expected that patching will be required every 2 to 5 years unless the bridge deck is replaced. In order to patch the underside of the bridge, scaffolding will need to be installed under the bridge. To support the scaffolding, footings will need to be constructed in the river bed. Constructing footings and erecting scaffolding within the river channel will be damaging to the river environment and should be minimized. Since the Speed River is considered a navigable waterway, a permit for "Alterations to Waterways" from the Grand River Conservation Authority (GRCA) and Department of Fisheries and Oceans (DFO) approval will be required to perform this work. The cost for this work, including obtaining the required permits, is estimated at approximately \$30,000 to \$50,000 per patching operation. Since the bridge is expected to last another 32 years, it is estimated that there will be a minimum of 6 patching operations between now and 2039. The estimated cost of this is approximately \$240,000 however, if the patching frequency is less than 5 years or GRCA and DFO permitting regulations become more stringent, the cost for patching the bridge could be significantly higher than \$240,000.

Gamsby and Mannerow Limited has performed the preliminary design work for the rehabilitation of the Eramosa Road bridge. They have performed the structure inspections for the City of Guelph for the past 2 years and have designed a number of structures within the City.

REPORT:

The Eramosa Road bridge is in poor condition and requires substantial rehabilitation to ensure that the bridge is safe for continued public use. The 2004 Structure Inspection report recommended that the rehabilitation work be performed within 5 years. If the City of Guelph intends to keep the Eramosa Road bridge open to traffic for the long term, "Do Nothing" is not an option.

The rehabilitation work on the Eramosa Road bridge is proposed to occur during 2008. This will ensure sufficient time for completion of the design, approvals from GRCA and DFO, and consultation with the public and Downtown Management Board. There are timing restrictions from other agencies for the rehabilitation of the Eramosa Road bridge. The GRCA has restrictions on working in the river from October 1 to June 30 and the Migratory Bird Act has restrictions on construction work near active bird nesting from April 1 to August 1.

A public meeting will be held prior to the completion of the project design to communicate project specifics, proposed construction methodology and to obtain additional public/business input. Public input is not required to close the Eramosa Road bridge, however, public input is required to ensure that issues from the public/businesses are addressed in the project design where possible.

Staff have evaluated the 3 construction methodologies with consideration given to the closure duration, safety, construction cost, traffic volume, impact area, number of impacted businesses and residents, detour, constructability, impact on emergency services and transit services. A summary of the evaluation is included in Attachment 4.

A cost benefit analysis was performed by Gamsby and Mannerow Limited for the rehabilitation of this bridge. Taking into consideration the duration of disrupting traffic on the bridge, the three options are compared as follows:

Option 1 – New Deck – Road Closed (2 Month Closure)

The bridge deck, sidewalks and railings/parapet walls would be removed and replaced. The abutments would be converted into semi-integral abutments and the abutments and wingwalls would be repaired. The railings/parapet walls would be constructed as per the current CHBDC for higher impact loadings from vehicle collisions. This would provide a safer condition for vehicles than the existing bridge railings that would be rehabilitated in Options 2 and 3. The Eramosa Road bridge is identified as a "Primary Gateway" in the 'Downtown Guelph Public Realm Plan, April 2001. The railings/parapet walls would be reconstructed so that they would be similar to the railings/parapet walls on the Gordon Street bridge. The road closure would be done in accordance with the City's Long Duration Road Closures for Construction Protocol (see Attachment #5).

Option 2 – Repair Deck – Road Open with a Short Term (2 Week) Closure

The bridge deck would be milled and resurfaced. The abutments would be converted into semi-integral abutments and the abutments and wingwalls would be repaired. Sidewalks and railings/parapet walls would be rehabilitated but not replaced.

Option 3 – Repair Deck – One Open Lane

Essentially, Option 3 is identical to Option 2 except that the works would be phased to leave half the bridge open during rehabilitation. The deck milling and resurfacing would be on half the bridge at a time. Since the resurfacing would be done on half the bridge at a time, there would be a joint at the center of the deck which would allow deterioration over time at this joint. The expected deterioration at this joint location would mean that the deck would need to be resurfaced twice during its remaining life span (Option 2 has no joint along the center of the bridge and would need to be resurfaced once in the future and not twice as in Option 3).

A comparison of the construction activities for each option and the expected advantages and disadvantages are identified in Attachments 3 and 4.

Option 1 is recommended by staff and the consultant for the rehabilitation as it ensures that the bridge will be constructed to current design and safety standards as well as minimizing the future work on the bridge and work in the Speed River. The railings/parapet walls will be replaced to appear similar to the

A Great Place to Call Home

railings/parapet walls on the Gordon Street bridge and therefore, there will be a similar theme to the appearance of the "Primary Gateways" at the Eramosa Road and Gordon Street bridges. Also, since it is expected that the underside of the bridge deck will not require patching to repair spalling, Option 1 will have less of an environmental impact on the river.

Option 1 will require the bridge to be closed for approximately two months and though it will have the highest construction cost, it will have the lowest long term cost for the lifecycle of the bridge.

Operations Department has prepared a Detour and Traffic Mitigation plan for the Eramosa Road bridge rehabilitation project. A copy of the Detour and Traffic Mitigation plan is attached for reference. The Traffic Mitigation plan has been designed to reduce the number of vehicles cutting through the St. George's Ward during the bridge construction.

Preliminary design review indicates that the proposed bridge rehabilitation under all three options may conflict with existing Bell utility infrastructure. Until the detail design is underway, the impact of possible utility conflict on the scheduling of this project is unknown. In order to complete the detailed design and determine the schedule, staff recommend retaining Gamsby and Mannerow Limited to complete the design and prepare the tender documents.

CORPORATE STRATEGIC PLAN:

- 1. To manage growth in a balanced, sustainable manner**
 - 1.1 Establish an ongoing assessment of the City's infrastructure to ensure it is appropriate for current and anticipated growth

- 5. To be Strong Environmental Stewards**
 - 5.1 Develop strategies to sustain our natural and built infrastructure

FINANCIAL IMPLICATIONS:

See Attachments 3 and 4 for comparisons and cost estimates. Funding for this project will be from approved Capital Budget allocations (RD0152, RD0064, RD0112).

DEPARTMENTAL CONSULTATION / CONCURRENCE:

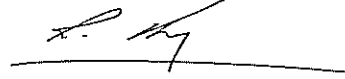
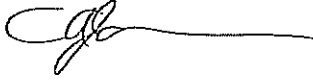
Operations staff were consulted regarding possible detour routes, traffic mitigation and the preferred timing for the Eramosa Road closure.

COMMUNICATIONS:

A Public Information Centre (PIC) is proposed to be held prior to the completion of the design in order to display project details, road detour plans and traffic mitigation plans. Letters to area residents and businesses will also be issued advising them of project details, road detour plans and traffic mitigation plans.

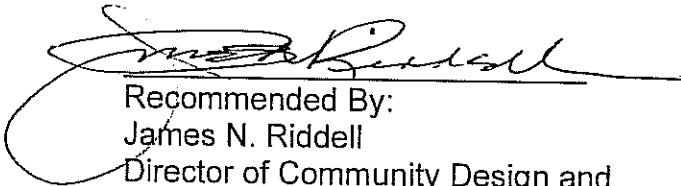
ATTACHMENTS:

- 1) Eramosa Bridge Project Preliminary Detour Plan
- 2) Traffic Mitigation Plan
- 3) Options 1, 2 & 3 – Construction Comparison
- 4) Options 1, 2 & 3 – Advantages/Disadvantages
- 5) Protocol – Long Duration Road Closures for Construction

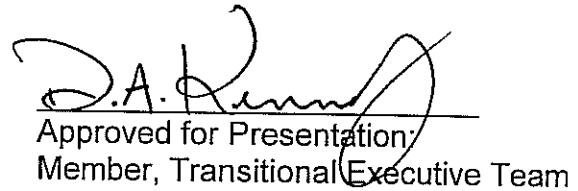


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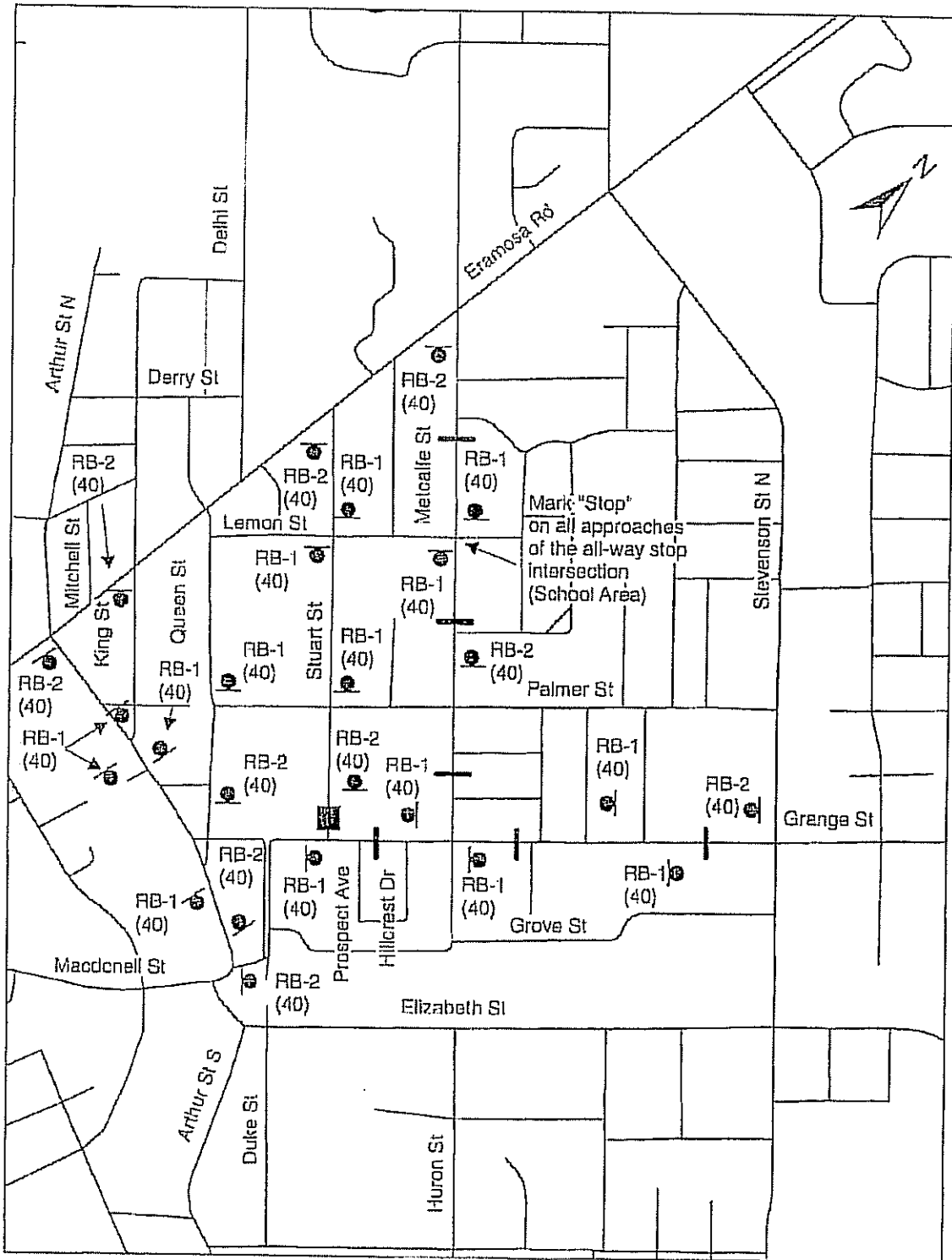


Approved for Presentation:
Member, Transitional Executive Team

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ATTACHMENT 2

Eramosa Bridge Project Traffic Mitigation Plan



Legend:



- Full Closure (Using Concrete Barrier)



- Speed Signage



- Temporary Speed Cushions (Approximate Location)

ATTACHMENT 3 Construction Comparison

CRITERIA	OPTION 1	OPTION 2	OPTION 3
Road Status	<ul style="list-style-type: none"> • Road closed (2 months) 	<ul style="list-style-type: none"> • Road open except for a 2-week closure 	<ul style="list-style-type: none"> • One lane open at all times
Bridge Deck Construction	<ul style="list-style-type: none"> • Remove and replace bridge deck 	<ul style="list-style-type: none"> • Mill and resurface bridge deck all at once with no joint 	<ul style="list-style-type: none"> • Mill and resurface bridge deck one half at a time to create a joint at centre (over time it is expected that centre joint will deteriorate requiring deck resurfacing twice over remaining bridge life span – not to CHBDC)
Sidewalk, Railing and Parapet Wall Construction	<ul style="list-style-type: none"> • Remove and replace: <ul style="list-style-type: none"> ▪ sidewalks ▪ railings/parapet walls (as per current CHBDC and designed for higher impact keeping vehicles which collide with rails on bridge longer) 	<ul style="list-style-type: none"> • Repair not replace: <ul style="list-style-type: none"> ▪ sidewalks ▪ railings/parapet walls (older railings to remain which are less able to sustain vehicular impact – not to CHBDC) 	<ul style="list-style-type: none"> • Identical works to Option 2
Other Repair Work	<ul style="list-style-type: none"> • Repair: <ul style="list-style-type: none"> ▪ abutments ▪ wingwalls • Convert abutments into Semi-integral abutments 	<ul style="list-style-type: none"> • Repair: <ul style="list-style-type: none"> ▪ abutments ▪ wingwalls • Convert abutments into Semi-integral abutments 	<ul style="list-style-type: none"> • Repair: <ul style="list-style-type: none"> ▪ abutments ▪ wingwalls • Convert abutments into Semi-integral abutments
Current Cost Estimate	<ul style="list-style-type: none"> • 2007 Construction cost - \$640,000 	<ul style="list-style-type: none"> • 2007 Construction cost - \$440,000 	<ul style="list-style-type: none"> • 2007 Construction cost - \$532,000
Long Term Cost Estimate	<ul style="list-style-type: none"> • Long term cost- \$720,000 – includes the 2007 construction cost plus the estimated cost for traffic disruption for a road closure and detour 	<ul style="list-style-type: none"> • Long term cost - \$1,020,000 – includes the 2007 construction cost plus the estimated future construction costs, ongoing repair costs and the current and future traffic disruption costs 	<ul style="list-style-type: none"> • Long term cost - \$1,340,000 – includes the 2007 construction cost plus the estimated future construction costs, ongoing repair costs and the current and future traffic disruption costs

ATTACHMENT 4

Advantages and Disadvantages

Criteria	OPTION 1		OPTION 2		OPTION 3	
	ADVANTAGES	DISADVANTAGES	ADVANTAGES	DISADVANTAGES	ADVANTAGES	DISADVANTAGES
Duration of closure required		<ul style="list-style-type: none"> Eramosa Road closed for 2 months 	<ul style="list-style-type: none"> Bridge open to one-lane traffic for all but 2 weeks 	<ul style="list-style-type: none"> Eramosa Road will be closed for approximately 2 weeks Traffic will need to be detoured during 2-week closure 	<ul style="list-style-type: none"> Bridge will be open to traffic (one-lane) for the entire project duration 	
Safety considerations (traveling public and contractor/City staff)	<ul style="list-style-type: none"> Rehabilitated end product will be safest and most structurally sound 			<ul style="list-style-type: none"> Traffic could back up from Woolwich St. across the bridge during rush hour traffic. This could cause traffic disruption when opposing traffic attempts to cross the blocked bridge 		<ul style="list-style-type: none"> Traffic could back up from Woolwich St. across the bridge during rush hour traffic. This could cause traffic disruption when opposing traffic attempts to cross the blocked bridge
Construction cost impacts	<ul style="list-style-type: none"> Lowest long term cost - \$720,000 (see Attachment 3 for details) 	<ul style="list-style-type: none"> Highest 2007 construction cost - \$640,000 (see Attachment 3 for details) 	<ul style="list-style-type: none"> Lowest 2007 construction cost - \$440,000 (see Attachment 3 for details) 	<ul style="list-style-type: none"> Total long term cost of approx. \$1.02M (see Attachment 3 for details), \$300K higher than Option 1 	<ul style="list-style-type: none"> 2007 construction cost \$532,000 (see Attachment 3 for details) 	<ul style="list-style-type: none"> Highest long term cost \$1.34M (see Attachment 3 for details) \$620,000 higher than Option 1
Impact area (includes construction area and beyond)		<ul style="list-style-type: none"> St. Georges Ward, Stevenson St., Speedvale Ave. and Woolwich St. 		<ul style="list-style-type: none"> St. Georges Ward 		<ul style="list-style-type: none"> St. Georges Ward
Number of impacted businesses		<ul style="list-style-type: none"> Downtown Guelph 		<ul style="list-style-type: none"> Downtown Guelph 		<ul style="list-style-type: none"> Downtown Guelph
Nature of impacts on businesses and residents		<ul style="list-style-type: none"> Commuting delays going to and from businesses Delays caused by detour 		<ul style="list-style-type: none"> Commuting delays going to and from businesses Delays caused by lane closures and 2 week closure 		<ul style="list-style-type: none"> Commuting delays going to and from businesses Delays caused by lane closures

ATTACHMENT 4

Advantages and Disadvantages

Criteria	OPTION 1		OPTION 2		OPTION 3	
	ADVANTAGES	DISADVANTAGES	ADVANTAGES	DISADVANTAGES	ADVANTAGES	DISADVANTAGES
Detour routing (length, location)		<ul style="list-style-type: none"> Eramosa Road closed for 2 months includes a detour from Woolwich to Speedvale to Stevenson 	<ul style="list-style-type: none"> Bridge open to one-lane traffic for all but 2 weeks 	<ul style="list-style-type: none"> Eramosa Road will be closed for approximately 2 weeks Traffic will need to be detoured during 2-week closure Traffic could back up from Woolwich St. across the bridge during rush hour traffic. This could cause traffic disruption when opposing traffic attempts to cross the blocked bridge 	<ul style="list-style-type: none"> Bridge will be open to traffic (one-lane) for the entire project duration No Detour 	<ul style="list-style-type: none"> Traffic could back up from Woolwich St. across the bridge during rush hour traffic. This could cause traffic disruption when opposing traffic attempts to cross the blocked bridge
Construction scheduling/completion impacts	<ul style="list-style-type: none"> Future road and/or lane closures for further rehabilitation prior to full replacement of bridge will not likely be necessary 		<ul style="list-style-type: none"> Short term closure during concrete curing of deck 	<ul style="list-style-type: none"> The bridge deck will likely need replacement in 14 and 28 years, i.e., two future traffic disruptions prior to full replacement of the bridge 		<ul style="list-style-type: none"> The bridge deck will likely need replacement in 14 and 28 years, i.e., two future traffic disruptions prior to full replacement of the bridge
Constructability issues	<ul style="list-style-type: none"> Spalling of the underside of bridge deck will likely be eliminated One time GRCA and DFO work permit Bridge components upgraded to CHBDC Minimal work in river 			<ul style="list-style-type: none"> Parapet walls (railings on each side of the bridge) will not be as per current CHBDC standards Spalling of the underside of the deck is expected to be an ongoing repair issue requiring permits from the GRCA and DFO to perform work every 2 to 5 years, estimated cost of this repair is \$240,000. There will be environmental impacts on the river due to the repair work. 	<ul style="list-style-type: none"> Follows current City practices to keep roads open during construction 	<ul style="list-style-type: none"> Parapet walls will not be as per current CHBDC standards Spalling of the underside of the deck is expected to be an ongoing repair issue requiring permits from the GRCA and DFO to perform work every 2 to 5 years, estimated cost of this repair is \$240,000. There will be environmental impacts on the river due to the repair work.

Advantages and Disadvantages

Criteria	OPTION 1		OPTION 2		OPTION 3	
	ADVANTAGES	DISADVANTAGES	ADVANTAGES	DISADVANTAGES	ADVANTAGES	DISADVANTAGES
Impacts on emergency services delivery		<ul style="list-style-type: none"> • Response time will increase due to the detour 		<ul style="list-style-type: none"> • Traffic delays at the bridge due to lane closures • Response time will increase due to the short duration detour 		<ul style="list-style-type: none"> • Traffic delays at the bridge due to lane closures
Impacts on transit services delivery		<ul style="list-style-type: none"> • Transit modifications/ delays due to the detour 		<ul style="list-style-type: none"> • Transit delays at the bridge due to lane closures 		<ul style="list-style-type: none"> • Transit delays at the bridge due to lane closures

ATTACHMENT 5

Protocol – Long Duration Road Closures for Construction

Planning, Environment & Transportation

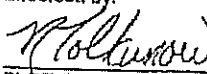
Subject	Protocol – Long Duration Road Closures for Construction
Recommendations	"THAT the report of the Director of Engineering dated February 9, 2004 entitled <u>Protocol – Long Duration Road Closures for Construction</u> be approved."
Background	<p>The purpose of this report is to provide the PET Committee and Council with Information regarding the numerous interrelated factors involved in assessing the impacts of the varied construction methodologies considered for infrastructure improvement projects and the proactive steps to be taken to engage and inform the public and businesses through this process.</p> <p>In order to complete sewer, watermain and road construction projects, it is often required that roads be closed for a period of time in order to construct the new infrastructure. If the road closure is of a relatively short duration (less than one month), impacts to the traveling public and area businesses and industries are typically limited and are manageable on a case specific basis. However, where longer term road closures (greater than one month) are required to complete a project, impacts can be greater and therefore should be carefully considered prior to applying a "road closed" construction methodology to a project.</p> <p>In order to ensure that project design staff continue with development of sound construction methodology plans for road, sewer and watermain construction projects, staff have formalized a guideline intended to assist in this regard.</p> <p>As staff consider alternative construction methodologies for any given project, and whether the construction will be done under "road open" or "road closed" conditions, due consideration will be given to the following factors:</p> <ul style="list-style-type: none"> • Duration of closure required; • Class of road (arterial, collector, local); • Safety considerations (travelling public and contractor/City staff); • Construction cost impacts; • Volume of traffic; • Volume of truck traffic and truck routing; • Impact area (includes construction area and beyond); • Number of impacted businesses; • Nature of impacts on businesses and residents;

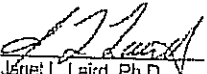
February 9, 2004

Report #

Environment & Transportation Group

Prepared by:
Mark Christensen, P.Eng.
Manager of Design and Construction

Endorsed by:

Rick Tolkunow, P.Eng.
Director of Engineering

Approved by:

Janet L. Laird, Ph.D.,
Commissioner of Environment & Transportation



Planning, Environment & Transportation

- Expressed concerns of businesses and residents;
- Detour routing (length, location);
- Construction scheduling/completion impacts;
- Constructability issues;
- Impacts on emergency services delivery; and,
- Impacts on transit services delivery.

Staff will proactively engage identifiable interested parties throughout this design stage.

If, however, after due consideration of these factors, staff feel that a longer term road closure (i.e. greater than one month) is in the best overall interest of the City, a process ensuring greater public and Council awareness of decisions made will include:

- The hosting of a public meeting to communicate project specifics, proposed construction methodologies, including road open/closed conditions and to obtain additional public/business input.

A notification advising of the project, what it will involve, proposed construction methodologies and the date and location of this public meeting will be delivered to residents, businesses and business associations within the impact area, the Mayor and Councillors, and, as appropriate, the Guelph Chamber of Commerce. This notification will also be advertised in local area newspaper(s).

Based on feedback received from the public and businesses through the additional communication strategy process, staff will reevaluate the original construction methodology to ensure that any concerns expressed regarding road closures are taken into consideration.

- The Mayor and Councillors, attendees at the public meeting and other interested parties, will receive notification of the proposed final construction methodology.
- Prior to construction starting, the public (residents and businesses) will again be notified of the pending construction and proposed methodology. This notice will include advertisement in the local newspaper(s) and the posting of advance notice boards along the construction route.

As part of the City's proposed 2004 Capital Construction program, the Engineering Department will be undertaking two road reconstruction projects that will utilize this guideline to increase public awareness and input - the reconstruction of Stone Road from Victoria Road to Watson Road, and the

February 9, 2004

Report

Environment &
Transportation Group

Prepared by:
Mark Christensen, P.Eng.
Manager of Design and
Construction

Endorsed by:

Rick Talkunow, P.Eng.
Director of Engineering

Approved by:

Janet L. Laird, Ph.D.,
Commissioner of
Environment &
Transportation



Planning, Environment & Transportation

reconstruction of Clair Road from Laird Road to Beaver Meadow Drive.

The Stone Road project, as proposed, will involve the closure of Stone Road to through traffic between Victoria and Watson for a duration of approximately three months, and the implementation of lane restrictions at the Stone/Victoria intersection to allow for the reconstruction of this intersection. In developing this construction methodology, staff gave due consideration to the determining factors noted previously in this report, and held a Public Information Centre (PIC) on January 14, 2004 advising the public of the project and the proposed construction methodology. Notice of this meeting was advertised in the local newspaper, and residents and businesses within the construction area were notified of the project, construction methodology and the PIC by letter delivered prior to the meeting. The letter was also delivered to businesses in the York/Watson industrial area prior to the PIC. Feedback from those attending this meeting indicated no concerns regarding the proposed construction methodology. Pending 2004 Capital Budget approval of additional funding for this project, staff will continue the public awareness process with the advertisement in local newspapers of the project, and with the posting of notice boards advising of the construction along the construction route.

The design for the Clair Road project is presently well underway. At this point, staff anticipates that, west of Gordon Street, the road will be constructed under "road open" conditions, with lane restrictions and flagging as required to complete the work. East of Gordon Street, it is anticipated that there will be a requirement to close Clair Road to through traffic for a duration of approximately one and a half months. Staff will follow the practice outlined previously in this report as this project moves forward.

Funding	
Budget	Not Applicable
Account Number	Not Applicable
Funding Schedule	Not Applicable
Notice Requirements	Not Applicable

February 9, 2004

Report

Environment &
Transportation Group

Prepared by:
Mark Christensen, P.Eng.
Manager of Design and
Construction

Endorsed by:

Rick Talkow, P.Eng.
Director of Engineering

Approved by:

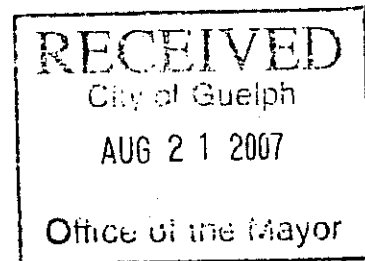
Janet L. Laird, Ph.D.,
Commissioner of
Environment &
Transportation



Municipal Leaders for the Greenbelt

c/o 317 Adelaide St West, Suite 705, Toronto, Ontario M5V 1P9 Tel: 416 323 9521 ext 230

Mayor Karen Farbridge
City Hall, 59 Carden Street
Guelph,
Ontario
N1H 3A1



13 August, 2007

Dear Mayor Farbridge,

We are pleased to write you as co-chairs of the Municipal Leaders for the Greenbelt, a network of more than 70 municipal mayors and councillors from 24 municipalities, to encourage the city of Guelph to support efforts to expand the Greenbelt into Guelph and Wellington County.

As you are aware, the Municipal Leaders for the Greenbelt are committed to the maintenance and expansion of Ontario's Greenbelt, which presently covers more than 1.8 million acres from St. Catharines in the southwest to Cobourg in the east and from Toronto north to Tobermory, in the most populated area of Canada.

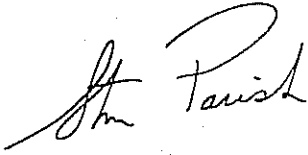
The benefits of the Greenbelt are easy to measure. The Greenbelt protects ground and surface water from contamination and erosion, acting as a filter for drinking water and the headwaters of many of the streams and rivers that flow into the Great Lakes, our global legacy. The Greenbelt protects prime agricultural land from urban sprawl, promoting local economic production while providing healthy local food. The Greenbelt protects the habitat of endangered and countless other species of plants and animals. Ontario's Greenbelt provides clean air for the region through its forests and parkland, enjoyed by residents and tourists alike.

A Greenbelt extended to include Guelph and Wellington County would better protect the Galt-Paris Moraine from increasing development pressures, and against the resultant risks of such development to municipal drinking water. The Galt-Paris Moraine itself filters the water that recharges aquifers for the municipal water systems of Wellington County, Guelph, Waterloo region and Brant County.

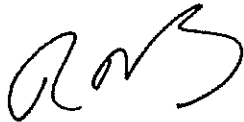
Guelph can lead municipalities in Wellington County by taking action that will benefit generations of Canadians. We urge you, Mayor Farbridge, and the entire Guelph City

Council, to take all possible steps to strengthen and expand the Ontario Greenbelt, thus benefiting the city of Guelph and the province of Ontario.

Sincerely,

A handwritten signature in black ink that reads "Steve Parish". The signature is written in a cursive style with a large, prominent "S" at the beginning.

Steve Parish
Mayor, Town of Ajax
Co-Chair, Municipal Leaders for the Greenbelt

A handwritten signature in black ink that reads "Rob Burton". The signature is written in a cursive style with a large, prominent "R" at the beginning.

Rob Burton
Mayor, Town of Oakville
Co-Chair, Municipal Leaders for the Greenbelt

A handwritten signature in black ink that reads "Erin Shapero". The signature is written in a cursive style with a large, prominent "E" at the beginning.

Erin Shapero
Markham Town Councillor (Thornhill)
Co-Chair, Municipal Leaders for the Greenbelt

**REPORT OF THE EMERGENCY SERVICES, COMMUNITY SERVICES
&, OPERATIONS COMMITTEE**

September 17, 2007

Her Worship the Mayor and
Councillors of the City of Guelph.

Your Emergency Services, Community Services & Operations Committee beg leave to present their EIGHTH REPORT as recommended at its meeting of September 12, 2007.

- CLAUSE 1 THAT staff prepare a 2008 budget expansion package for the consideration of moving towards a 20 minute transit service considering two scenarios, i): full 20 minute service and ii) during seasonal and 20 minute peak period service.
- CLAUSE 2 THAT the City of Guelph Traffic By-law be amended to create three taxicab stands in the downtown for use between the hours of 1:00 a.m. to 4:00 a.m. daily.
- CLAUSE 3 THAT up to 2 hours of free parking be provided to Veterans who are 65 years of age or older, at all municipal parking facilities when they display an authorized City of Guelph Veteran's Parking Permit.
- CLAUSE 4 THAT the Rzone policy for facilities, parks and properties dated September 12, 2007 be approved and implemented.
- CLAUSE 5 THAT the request for financial assistance from the Accessibility Advisory Committee be referred to the 2008 budget deliberations.
- CLAUSE 6 THAT during preparation of the 2008 Operating Budget, Operations Department Expansion Packages for park maintenance give priority to activities associated with:
- Passive parklands
 - Facilities & amenities
 - Infrastructure
- as outlined in the Emergency Services, Community Services and Operations Committee report of September 12, 2007 Parks Maintenance – Service Review;
- AND THAT parks maintenance as outlined in this report be brought forward in the Service Review Process.
- CLAUSE 7 THAT Guelph City Council approve, and the Mayor and Clerk be authorized to sign, commission agreements with Guelph Storm Ltd. respecting the licensing of Suites, Clubs and VIP seats at the Sleeman Centre as set out in the report of the Manager of the Sleeman Centre dated September 12, 2007.
- CLAUSE 8 THAT the attached business case for the Emergency Services Facilities requirements be received;

AND THAT Option #3, proposing the downtown fire station remain as headquarters and the shared south end emergency services facility including a fire station, a shared police facility and ambulance base in the south end be approved.

All of which is respectfully submitted.

Councillor Maggie Laidlaw, Chair
Emergency Services, Community Services & Operations
Committee



City of Guelph

COMMUNITY SERVICES

Report

TO: Emergency Services, Community Services and Operations Committee

DATE: 2007/09/12

SUBJECT: 40 MINUTE SERVICE INTERVAL CHANGES

RECOMMENDATION:

"THAT staff prepare a 2008 budget expansion package for the consideration of moving towards a 20 minute transit service."

REPORT:

During peak service operating hours over the past couple of years, Guelph Transit's on-time performance on all base routes have suffered trying to maintain 30 minute service frequency. As indicated in the August 9th Information Report to Council (attachment 'A'), some factors which inhibit this are: traffic congestion, extended routing (urban sprawl) road obstructions, adverse weather conditions and population growth. From the beginning of September to the end of April, Guelph Transit buses run anywhere from 7 minutes to 10 minutes late, 60 percent of the time, between the hours of 7:00am – 9:00am and 1:00pm – 7:00pm.

Customer feedback overwhelmingly mandates Transit Services to address two major concerns:

1. Customers were missing connections in St. George's Square,
2. Customers had no predictability when the bus would arrive at their stop.

With this in mind, the 40 minute service alterations will address the two major concerns:

1. Customers will have a much greater probability of making their connections at transfer locations,
2. On-time performance will improve our service predictability.

As in the past, Guelph Transit will operate "extra" buses to and from high schools and at times when additional service is required to accommodate increased ridership.

The change to a 40 minute trip time is not a permanent solution, but it addresses our primary customer concerns in the short term. Long term possible recommendations for the future of Guelph Transit as outlined in the 2002 Planning Study are:

- In 2002 Dillon Consulting conducted a service design review entitled "Route Planning, Service Design and Downtown Transfer Relocation Study". Within that document the consultant advised that "the base radial system with a downtown transfer point works well for Guelph Transit. The base radial system provides direct service from all areas of the City to the downtown, which is a major trip generator".
- The report contained several suggestions to improve service and the following table is a summary of those recommendations and their status

Service Improvement Recommendations	Status
Higher frequency on Route 52 (increase to 15 minute service)	Complete
Introduction of a Perimeter Route	Complete
Introduction of Route 55 (University/College)	Complete
Service Expansions (Summerfield Drive/Clairfields Drive)	Complete
Future Inter-Regional Transit Service	In Review
Future Local Transit Service: "target fleet size should be increased from the existing 45 buses to approximately 62 buses within the next 5 years" (2002) Current fleet size: 51 buses in 2007	In Review
Proposed Service Standard of 95% schedule adherence, with no longer than 3 minutes late and timed transfers should meet 95% of the time.	On Going
Higher frequency of service	In Review
Transit Supervisor providing supervision/monitoring and directing system operations throughout the day/evening	Complete
Post route map and schedule information for passengers at main transfer points	Complete & Expanded

The suggestions contained in this report will allow Guelph Transit to move towards addressing the outstanding recommendations contained in the 2002 Service Design Review. By implementing these recommendations, Guelph Transit will be able to provide a minimum 20 minute service on all base routes during peak periods and 30 minute interval during off peak hours.

Staff will provide a Power Point presentation highlighting the activities of the 2002 Design Review and actions implemented to date.

CORPORATE STRATEGIC PLAN:

- Goal 1: An attractive, well-functioning and sustainable city
- Goal 2: A healthy & safe community where life can be lived to the fullest
- Goal 5: A community-focused, responsive and accountable government

FINANCIAL IMPLICATIONS:

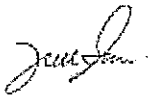
Transit staff will prepare an expansion package for Council consideration during the 2008 budget deliberations.

DEPARTMENTAL CONSULTATION:

- Engineering: Transportation Planning
- Operations: Fleet Services
- Finance: Budget Services

ATTACHMENTS:

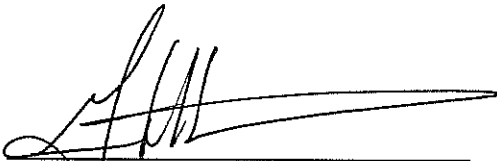
Attachment A: August 9th Information Report "Transit Service Improvements Commencing September 2, 2007"



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City of Guelph

COMMUNITY SERVICES

Information Report

TO: Mayor and Council

DATE: 2007/08/09

SUBJECT: TRANSIT SERVICE IMPROVEMENTS COMMENCING SEPTEMBER 2, 2007

REPORT:

In an effort to improve operating efficiency, meet service demand and improve on time service delivery, the following service adjustments will be implemented commencing September 2, 2007.

40 Minute Service During Peak Service Intervals

For many years, Guelph Transit has operated on 30 minute service intervals. Increased population growth throughout the City of Guelph has made it compulsory to extend routing to facilitate client requirements. With the addition of more stop signs, stop lights and other traffic calming measures the ability to sustain 30 minute service has been increasingly difficult. Vehicular traffic patterns have decreased the capability of on time performance during peak service combined with increased pedestrian & vehicle traffic along with more passengers. The continuation of operating on a 30 minute service interval during peak service periods has challenged the bus system to ensure connection at transfer points in St. George's Square.

The introduction of a 40 minute service level during peak intervals has many benefits; it will ensure connection times are maintained; increasing schedule accuracy will enhance consumer confidence and assist customers to plan travel needs; and 40 minute service will allow bus operators more time to complete routing; more time to complete routing will enhance on time service delivery allowing customers to make their connections. Furthermore, our aging and disabled population often feel stressed and hurried to embark, disembark or make their transfer to a connecting bus. The 40 minute service interval will permit our aging and disabled population to feel more comfortable riding conventional bus service during peak periods.

Throughout the years, extra vehicles have been added in order to assist the regular bus to maintain schedule and satisfy customer volume. 40 minute service will allow the exploration and analysis for possible reductions in extra service kilometer duplication.

Overall customer demand has increased while traffic patterns have made it increasingly difficult to deliver connections on time. 40 minute service in the peak times will address a long standing of customer complaints that buses fail to make their connections in St. George's Square. This has forced and inconvenienced riders to wait 30 minutes for the next bus to arrive.

40 minute peak service will commence at 7:15 am until 9:15 am and then again from 1:15 pm until 7:15 pm. 30 minute service interval will be available at all other times outside of peak service.

Route 54 Arkell (NEW)

The new 54 Arkell route was approved as an expansion to the 2007 Transit budget to address the need for service in the area bounded by Arkell, Victoria, Clair & Gordon roads. Customer demand in the new development has generated the necessity of added service to the Jenson Blvd and Summerfield Dr area. Travel patterns indicate the 54 Arkell Route will meet those demands by running a 40 minute interval to connect customers with service into the University of Guelph. The service is part of the base service running from 5:45 a.m. service completion at 12:45 a.m. 6 days per week and from 9:15 a.m. to 6:45 p.m. on Sundays. See Map "A"

Route 51 Gordon

Adding the dedicated 54 Arkell routing allows for time efficiencies to be gained for the 51 Gordon route. Service into the University of Guelph by the 51 Gordon can be re-established allowing for connections to be made at the new platform facility. These improvements will allow transit to better serve this very important and well used transfer point. Customer demand and travel patterns indicate that returning service to the University both on the outbound and inbound trips will meet and satisfy customer needs. See Map "B"

Perimeter Route Timing Change

Customers have expressed concern through customer complaints that making their connections at the University was difficult while using the Perimeter Route. The realignment of time into the University of Guelph by 15 minutes will increase our capability to service the University before the hour and half hour, while allowing connections to take place in a timely manner. With the University of Guelph new platform facility, transit will strategically place buses on time and in the same parking location enhancing customer service.

52 University / Kortright

In 2006/2007 15 minute service was introduced to facilitate customer volume and meet the demands of our customers. This service will continue on the same 15 minute interval accommodating these demands and operate from 7:00 a.m. until 11:00 p.m. Monday through Friday while maintaining 30 minute service at all other times.

University Express Routing

In 2006/2007, transit introduced 7 minute service intervals on the Route 52 University/Kortright as an addition to the 15 minute service to facilitate high volume demand. Customer travel patterns indicate the a.m. segments of customers are traveling one way into the University of Guelph. Conversely, in the p.m. customers are traveling the opposite direction. These travel patterns were specific to 3 main areas in the south-west end of the city. Express routing to the 3 main areas within these travel patterns will strategically allow for clients to be brought to their destination in under 20 minutes. University Express routing will operate from 7:30 a.m. until 10:30 a.m. and continuing in the afternoon from 2:30 p.m. until 7:30 p.m. Monday through Friday. See Map "C, D, E"

CORPORATE STRATEGIC PLAN:

Establish an ongoing assessment of the city's infrastructure to ensure it is appropriate for current and anticipated growth.

FINANCIAL IMPLICATIONS:

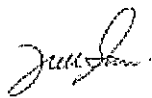
Services changes will be accommodated within the current operating budget.

COMMUNICATIONS:

Notices will be posted in vehicles; Corporate Communication; Updated Radio Spots; Newspaper Ads; Public Communication.

ATTACHMENTS:

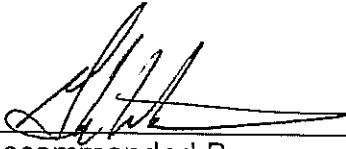
- Map A (Route 54 Arkell)
- Map B (Route 51 Gordon)
- Map C (Route 52 University Express 1)
- Map D (Route 52 University Express 2)
- Map E (Route 52 University Express 3)



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Recommended By:
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City of Guelph

OPERATIONS

TO: Emergency Services, Community Services and Operations
Committee

DATE: 2007/09/17

SUBJECT: Late Night Taxi Stands

RECOMMENDATION:

"THAT the City of Guelph Traffic By-law be amended to create three taxicab stands in the downtown for use between the hours of 1:00 a.m. to 4:00 a.m. daily."

BACKGROUND:

Over the past year, concerns have been raised by residents in the Surrey Street area regarding noise created from people migrating to this location from downtown to obtain a taxi at the Red Top Taxi office between the hours of 1:00 a.m. to 4:00 a.m.

Previous meetings with representatives from Red Top Taxi, the Guelph Police Service, residents from Surrey Street and the late Councillor Bailey resulted in the discontinuance of fares being accommodated at the Red Top Taxi office during these hours.

Unfortunately with no alternative taxi pick up location, people continued to attend the office during the early morning in attempts to obtain a taxi.

REPORT:

Due to the on-going noise concerns, in January 2007 the Police Board passed a motion directing the Police Chief to create a Committee to attempt to resolve the noise concerns with the assistance of a mediator. A Committee was subsequently formed with representatives from the two taxi companies, the Guelph Police Service, Transit Services, the Operations Department (Parking), residents from Surrey Street, the University of Guelph and the University's student association. From April to July 2007, the Committee met and identified various possible solutions to the noise issue on Surrey Street.

The Committee reviewed possible options to assist patrons leaving the Downtown during the hours of 1:00 a.m. to 4:00 a.m. These options included:

Adding the number of Magic buses available

Increasing the number of Magic buses available will have a budgetary impact to either the City or the University; therefore, Guelph Transit and the University reviewed the existing routes and amended them with the existing number of buses to increase coverage and effectiveness.

Adding additional Downtown stops for the Magic bus

The Committee reviewed the possibility of adding multiple stops in the downtown for the Magic bus and although it was agreed that multiple stops may reduce the need for patrons to walk through residential areas, the idea was dismissed as it would likely cause safety concerns for other traffic.

The creation of a Transit Hub

The Committee agreed that the creation of a Transit Hub would provide patrons of the Downtown a specific location to either obtain transit and possibly taxis. The Committee acknowledged that the City is in the process of creating a Hub.

Increasing the number of taxis available

The Committee reviewed the possible solution of increasing the taxi fleet within the City. It was determined that while an increased fleet may be used to its capacity on Friday and Saturday nights, overall an increased fleet would not be under-utilized at all other times.

Changing the style of taxis being used

To increase the number of passengers per trip, the Committee discussed the possibility of changing the style of taxis being used from cars to minivans. A concern was raised by the Taxi companies with respect to unauthorized passengers attempting to overcrowd the vehicles by lying on the floor or in the hatch area of the minivans. In addition, the taxi companies indicated that minivans do pose a physical barrier to the elderly who have difficulty entering them. The taxi companies concern could be reduced if their Taxi Licenses permitted them to alternate vehicles, this would allow the companies to utilize cars during the day and swap them for minivans during the late evening. It is anticipated that the Committee will discuss this idea further.

Adding designated late night taxi stands in the Downtown

The Committee was advised that another Municipality (Barrie) has created designated late night taxi stands to assist people leaving the Downtown. The use of these stands make it easier for people to obtain a taxi, as it reduces the need to call or attend the Taxi Companies office and eliminates the need to flag down taxis. The Committee felt that by creating late night stands within the Downtown, the number of people leaving the downtown and entering residential areas would be reduced. Therefore the Committee recommended a best practice review be under taken by the Guelph Police Service.

In July 2007, members from the Guelph Police Service attended the City of Barrie to determine the effectiveness of their late night taxi stands. It is their opinion that late night taxi stands would be beneficial to Downtown Guelph.

Following this best practice review, along with input from various stakeholders, the Committee recommended that late night taxi stands be established at the following three (3) recommended locations:

- Taxi stand1 - Wyndham Street N (east side) across from Cork Street. The stand would be located in the on-street reserved parking space for Transit vehicles that is not required during these hours.
- Taxi stand 2 – Carden Street in the no parking zone in front of City Hall near the existing location for the Magic Bus.
- Taxi stand 3 – Macdonell Street (south side) across from the East Parkade. The stand would be located within the existing no parking zone.

The Committee recommended these locations based on the ease of access for taxis and the negligible impact they would have on neighbouring businesses. In addition, there will be no impact on the existing on-street parking inventory during regular hours as the recommended stands will be located within existing No Parking zones (the Highway Traffic Act allows the stopping of a vehicle to actively pick up passengers within a No Parking Zones).

Once the Taxi Stands are established, Red Top Taxi has committed to erecting signage at their office directing patrons to the late night stand locations and will no longer pick up customers at their office during these hours.

Although taxis will still pick up passengers at other locations downtown, both Red Top Taxi and Canadian Cab will voluntarily station their drivers at these locations (between 1:00 a.m. to 4:00 a.m.) to encourage use of the new Taxi Stands.

CORPORATE STRATEGIC PLAN:

A healthy and safe community where life can be lived to the fullest.

The City That Makes A Difference

FINANCIAL IMPLICATIONS:

Minimal costs (\$250.00) for signage would be covered by the existing Parking Operating Budget.

DEPARTMENTAL CONSULTATION:

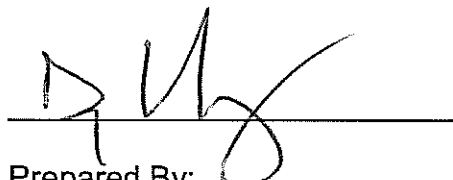
Guelph Police Service
City of Guelph– Community Services (Guelph Transit), Community Design & Development (Economic Development)
University of Guelph students & V.P. student affairs
Downtown Board of Management
Surrey Street neighbours

COMMUNICATIONS:

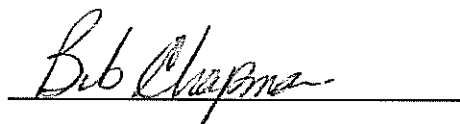
Public education and promotion will be done through information sent to the Downtown establishments and through the University of Guelph Student Association.

ATTACHMENTS:

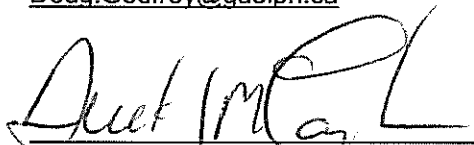
- 1. Appendix A – Map of recommended late night taxi stand locations



Prepared By:
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Doug.Godfrey@guelph.ca



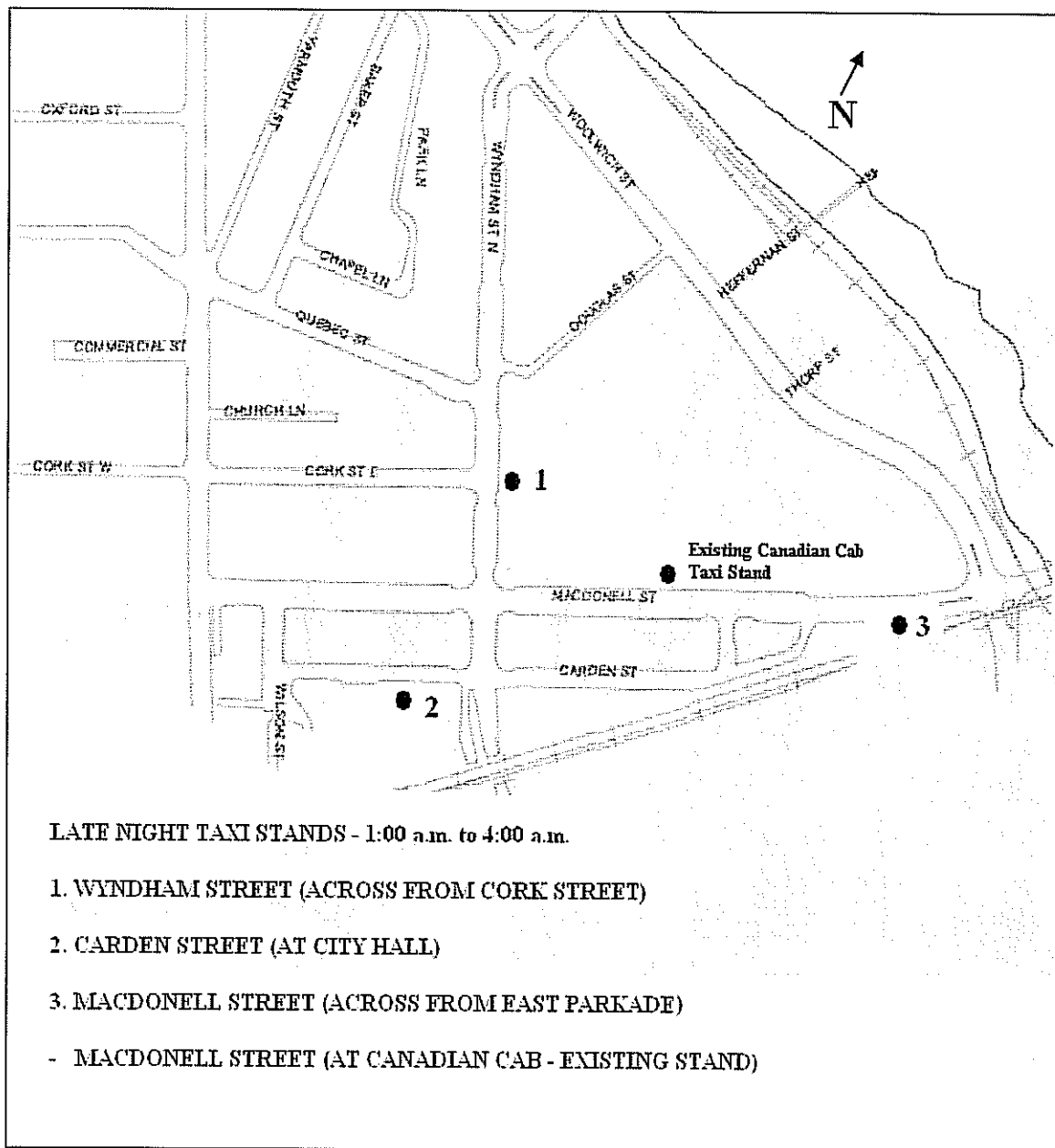
Recommended By:
Bob Chapman
Manager, Traffic and Parking
(519) 837 5612 ext 2275
Bob.Chapman@guelph.ca



Approved for Presentation:
Derek J. McCaughan
Director, Operations Department
(519) 837-5628 ext 2018
Derek.McCaughan@guelph.ca

ATTACHMENT A

MAP OF PROPOSED LATE NIGHT TAXI STANDS





City of Guelph

Report:

TO: Emergency Services, Community Services and Operations Committee

DATE: September 12, 2007

SUBJECT: FREE PARKING FOR VETERANS

RECOMMENDATION:

"THAT up to 2 hours of free parking be provided to Veterans who are 65 years of age or older, at all municipal parking facilities when they display an authorized City of Guelph Veteran's Parking Permit."

BACKGROUND:

At the Emergency Services, Community Services and Operations Committee meeting of July 12, 2007, the following resolution was passed, "THAT staff be directed to investigate the implications of providing free parking for Veterans and report back to the Emergency Services, Community Services and Operations Committee."

REPORT:

Staff surveyed thirty (30) municipalities to determine how many provided free parking for Veterans and the survey revealed that over 50% had a free parking program in place for Veterans.

Some municipalities offer free parking to anyone displaying a Veteran's licence plate with the poppy displayed. However the qualifications for Veteran Plate eligibility are quite liberal and are as follows:

- Served in WWII or in Korea during the Korean War
- Served a minimum of 3 years in Canadian Regular Forces and may still be serving
- Served a minimum of 3 years of active paid duty in the Canadian Reserve Forces
- Served in NATO operations or as a member of UN peacekeeping force
- Served in Vietnam War in the forces of the U.S. or its allies

It is our belief that Council was interested in providing free parking for the elderly Veteran, and in order to meet the Veterans parking needs staff are recommending that a new City of Guelph Veteran's Parking Permit be created and administered by the City's Parking Operation. As the qualifications for the Veteran's Permit are for a specific age group, it is felt that the impact financially and operationally will be minimal.

This Veteran's Parking Permit will provide up to 2 hours of free parking to Veterans who are 65 years of age or older at all municipal parking facilities, including the parking meters on Westmount Road and Delhi Street, when they display an authorized City of Guelph Veteran's Parking Permit.

A Veteran's Parking Permit would be available to anyone who is 65 years of age or older and has served with the Canadian Forces, Merchant Navy etc or our country's allies and has proof of service.

CORPORATE STRATEGIC PLAN:

A healthy and safe community where life can be lived to the fullest.

FINANCIAL IMPLICATIONS:

Staff believe the financial impact of offering up to 2 hours of free parking to Veterans with the City of Guelph Veteran's Parking Permit will be nominal

DEPARTMENTAL CONSULTATION:

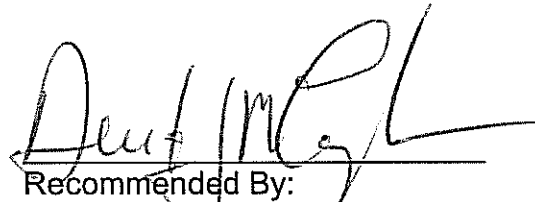
n/a

COMMUNICATIONS:

n/a



Prepared By:
Bob Chapman
Manager of Traffic and Parking
519 837 5612 ext 2275
Bob.Chapman@guelph.ca



Recommended By:
Derek J. McCaughan
Director of Operations
519 837 5628 ext 2018
Derek.McCaughan@guelph.ca



City of Guelph

COMMUNITY SERVICES

Report:

TO: Emergency Services, Community Services & Operations Committee

DATE: 2007/09/12

SUBJECT: "RZONE POLICY" FOR FACILITIES, PARKS & PROPERTIES

RECOMMENDATION:

THAT the Rzone policy for facilities, parks and properties dated September 12, 2007 be approved and implemented.

BACKGROUND:

The Guelph Sports Advisory Council made a decision to develop a Code of Conduct for sports teams and received Trillium grant monies for this initiative. In a survey of other communities this policy was brought forward as a comprehensive and well developed model and the Guelph Sports Advisory Council decided to substitute this for their Code of Conduct.

The Rzone policy was originally developed for the Town of Oakville and they have agreed to let Guelph use their policy and materials at no cost.

The goal of the policy is to promote a positive, safe, enjoyable and supportive environment for all users and staff in City recreation, parks and culture programs, facilities and properties.

REPORT:

The Rzone policy and associated Incident Report Form outline the measures and enforcement steps to be taken by all persons, including staff, volunteers and users to address inappropriate or violent behaviour in City owned or leased recreation, parks and culture facilities and properties.

This policy is being adopted by many communities in Ontario so that the various spectators and participants who travel to participate in other communities will be treated in the same manner. Community Services Department is developing communications material for the program, and will have it in the facilities by October 2007.

CORPORATE STRATEGIC PLAN:

Goal 2: A healthy and safe community where life can be lived to the fullest.
Goal 5: A community-focused, responsive and accountable government.

FINANCIAL IMPLICATIONS:

There will be some training costs shared between the Guelph Sports Advisory Council and the City of Guelph. The City portion of these costs will come from the existing training program.

DEPARTMENTAL CONSULTATION:

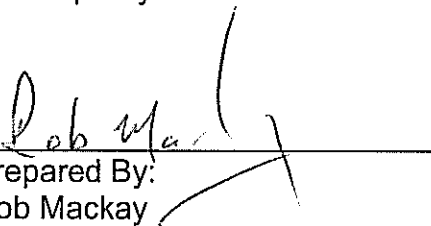
This policy has been reviewed and has had input from Legal, Human Resources, and Operations Departments.

COMMUNICATIONS:

Training for staff
An official "launch" in late fall 2007
Flyer distribution in the community and placement at facilities and in user group communiqués.

ATTACHMENTS:

Rzone policy and Rzone Incident Report Form


Prepared By:
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Approved By:
Gus Stahlmann
Director of Community Services
519-837-5618 x2663
gus.stahlmann@guelph.ca

CORPORATE POLICY AND PROCEDURE



POLICY No.

PAGE

1 of 8

EFFECTIVE DATE

REVISION

Tab	Community Services
Authority	Community Services
Subject	Rzone
Related Policies	Alcohol, Workplace Violence Policy
Approved by	
Revision Date	

- POLICY STATEMENT**
1. The City of Guelph (hereinafter referred to as the City) is committed to ensuring the safety of the general public, its service users and staff in its recreation, parks and culture programs, facilities and properties, and fostering an environment where there is **Respect** for others, and **Responsibility** for all actions. The City will not tolerate any form of violence, vandalism or inappropriate behaviour in its recreation, parks and culture programs, facilities and properties.
 2. The City recreation, parks and culture programs, facilities and properties are places that promote learning and leisure for residents. All persons have the right to be safe and to feel safe while attending or working at a program, facility or property. With this right comes the responsibility to be accountable for actions or behaviours that put at risk the safety of others.
 3. This policy and procedure outlines the measures and enforcement steps to be taken by all persons, including staff, volunteers and users in order to address inappropriate or violent behaviour in recreation, parks and culture programs and in City owned or leased facilities and properties. Staff will be dealt with through the City's policy
 4. The goal of this policy is to promote a positive, safe, enjoyable and supportive environment for all users and staff in City recreation, parks and culture programs, facilities and properties, and to increase the level of understanding and awareness of this policy. In addition, this policy will establish closer and continued relationships between the City and various community, cultural, religious, sports associations, clubs, teams, groups and societies (hereinafter referred to as "organizations") to support this policy.
 5. The City encourages all organizations to develop and implement their own violence free policy which will help to support the City policy.

PURPOSE

1. This policy and procedure applies to all staff and all persons using recreation, parks and culture programs, facilities and properties, including but not limited to patrons, guests, spectators, fans, coaches, players, parents, volunteers, staff and the general public. The policy covers structured (i.e. permit issued) and unstructured (i.e. no permit issued) activities.

2. Inappropriate or violent behaviour for the purpose of this procedure includes, but is not limited to, the following:

- a) Verbal assaults directed at any person, including but not limited to, participants, officials, members of the public or City staff, which are aggressive or intimidating or have the potential of inciting violence;
- b) Threats and/or attempts to intimidate;
- c) Throwing of articles in a deliberate or aggressive manner;
- d) Aggressive approaches to another individual (physical/verbal assault);
- e) Actual or attempted physical striking of another person;
- f) Attempts to goad or incite violence in others;
- g) Theft of property;
- h) Possession of weapons;
- i) Vandalism to buildings, structures or property owned or leased through the City
- j) Refusal to follow this policy and procedure;
- k) Racial or ethnic slurs;
- l) Intoxication or being under the influence of alcohol or drugs;
- m) Harassment ("engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome" as defined by the Ontario Human Rights Code);
- n) Contravention of City by-laws or policies;
- o) Criminal behaviour of any kind whatsoever

PROCEDURE

Duty to Report

1. The City's primary concern is the safety of the service users and its staff. If at any time users or staff feel personally threatened, they are to call the Police immediately. It is **NOT** the expectation that staff or users put themselves at risk or jeopardize one's safety in dealing with any perceived or real situation;

2. City staff are to report acts of violence, vandalism or inappropriate behaviours to their immediate supervisor. The supervisor will convey a report to appropriate association(s) within 24 hours;

3. Patrons of City facilities are to report acts of violence, vandalism or inappropriate behaviours to a City staff member and/or a designated person of the appropriate organization within 24 hours;

4. All incidents of violence and or vandalism or threatening situations must be reported to the Police;

5. Organizations dealing directly with incidents are required to inform the department of a resolution within 30 days.

Enforcement Options/Steps

1. The City will take appropriate actions when incidents pertaining to this procedure occur in City recreation, parks and cultural facilities, program or properties. **City staff are authorized to act if inappropriate behaviour or violence are observed or reported in the following instances:**

- a) Observation (or potential) of any physical violence or vandalism;
- b) Observation of verbal abuse or (potential) threat;
- c) The request of a community group representative (i.e. coaches), who acting reasonably is unable to get co-operation from parents, participants, coaches, officials, or spectators;
- d) The request of a community group or individual who, as part of their operations, are threatened, intimidated, or persistently disrupted for the purposes of inciting negative activity.

2. Upon witnessing or suspecting physical violence; enact the following departmental operating procedures and contact the police immediately:

- a) Without jeopardizing one's safety, advise the identified party to stop the activity immediately or they will be asked to leave;
- b) If party does not co-operate, inform identified party they are now trespassing (as Police have already been called);
- c) If individual refuses to leave, do not engage in argument or

- physical confrontation but wait for Police to arrive;
- d) Advise authorized staff supervisor or on call supervisory personnel immediately;
- e) Prepare Rzone Incident Report (see attached)
- f) Incident to be reviewed by staff within 48 hours;
- g) All staff shall cooperate and support City of Guelph Police during any investigation and prosecution process resulting from any charges laid.

3. Upon witnessing verbal abuse or inappropriate behaviour:

- a) Assess the situation to determine if departmental operating procedures should be enacted;
- b) Advise identified party, without jeopardizing one's safety, that they stop the activity immediately or they will be asked to leave;
- c) If party does not co-operate, inform identified party they are now trespassing and Police will be called;
- d) If individual refuses to leave, do not engage in argument or physical confrontation, leave and wait for Police to arrive;
- e) Advise authorized staff supervisor or on call supervisory personnel;
- f) Prepare Rzone Incident Report (see attached)
- g) Incident to be reviewed by staff within 48 hours
- h) All staff shall cooperate and support Police during any investigation and prosecution process resulting from any charges laid.

4. Upon reported actions of physical violence by community group/representative or volunteer; enact departmental operating procedures and contact Police immediately:

- a) Without jeopardizing one's safety, advise the identified party to stop the activity immediately or they will be asked to leave;
- b) If party does not co-operate, inform the identified party that they are now trespassing (as Police have already been called);
- c) If individual refuses to leave, do not engage in argument or physical confrontation, leave and wait for Police to arrive;
- d) Advise authorized staff supervisor or on call supervisory personnel
- f) Prepare Rzone Incident Report (see attached)
- g) Incident to be reviewed by staff within 48 hours

h) All staff shall cooperate and support Police during any investigation and prosecution process resulting from any charges laid

5. Upon reported actions of verbal abuse or activity by community group/representative or Volunteer:

- a) Assess the situation to determine if procedures should be enacted;
- b) Without jeopardizing one's safety, advise the identified party to stop the activity immediately or they will be asked to leave;
- c) If party does not co-operate, inform the identified party that they are now trespassing and Police will be called;
- d) If individual refuses to leave, do not engage in argument or physical confrontation, leave and call the Police;
- e) Advise authorized staff supervisor or on call supervisory personnel;
- f) Prepare Rzone incident report;
- g) Incident to be reviewed by staff within 48 hours
- h) All staff shall cooperate and support Police during any investigation and prosecution process resulting from any charges laid

6. Requirements of users and volunteers:

- a) A representative for each group or team must be on site at all times;
- b) Representatives are required to understand the departmental operating procedures;
- c) Without jeopardizing one's safety, advise the identified party that they are contravening the departmental operating procedures and contact the Police if necessary;
- d) Provide full written report related to incident within the required time frame and notify City personnel.

Consequences of Non- Compliance

1. Individuals who engage in any unacceptable behaviour, as defined in this procedure, may, depending on the severity, be barred immediately from the premises and if necessary, a suspension for a period of time. The suspension may apply to all

programs, facilities and properties, if warranted. This may include the cancellation of the facility rental to an individual(s), teams/groups. Length of suspension will be determined by a Rzone Committee and will depend on the severity of the situation;

2. All incidents that result in a suspension or barring from programs, facilities and properties will be followed up in writing by the Recreation & Culture or Operations Department, outlining the details of the suspension. The final decision related to the details of the suspension or barring will be made by the Director of Community Services, Director of Operations or their designate. All correspondence related to discipline will be written under the signature of the Director of Community Services or Director of Operations, or designate;

3. Appropriate staff in facility sections and or geographic areas will be notified of individuals who are barred or individuals who received a letter of trespass from City properties and facilities and programs. Organizations may be notified of the situation where appropriate;

4. Incidents may be reported to the City of Guelph Police Services, and charges may follow;

5. In addition to any other measures taken, where vandalism or theft has been perpetrated, the individual(s), teams/groups responsible will be required to reimburse the City for all costs associated with any repairs as well as any lost revenues or where appropriate be asked to repair the damage.

Appeal Process

1. Individual(s) wishing to appeal any disciplinary measure may present their case in writing, accompanied with a mandatory \$200 fee to the Appeals Committee within 14 days of the decision. The fee will be refunded if the appeal is successful;

2. The Appeals Committee (as established by the Director of Community Services) in consultation with the appropriate staff or organization, will review the appeal and any decision made is final.

Implementation

1. The Community Services Department, with its community partners, will undertake a promotional and educational campaign aimed at raising awareness among parents, participants, volunteers, officials, spectators and patrons of the **Rzone** operating procedures and, in particular, the importance of their role in creating a positive atmosphere;
2. In addition, necessary and required ongoing training and education will be provided to staff and volunteers (i.e. Rzone orientation, non-violence crisis intervention training), to support the implementation of this procedure.

Definitions

Vandalism: is defined as the malicious, wilful, and deliberate destruction, damage or defacing of property owned or permitted through the Operations Department and Recreation & Culture Divisions

Rzone Committee: structure and number of members will vary depending on the organization/sports group and the severity of the incident. If incident occurs at a facility, Facility Manager will sit as part of the committee. For all other areas, an appropriate designate will be in attendance. The Director of Community Services or Director of Operations will be notified of all situations before any correspondence/decision is sent.

Appeals Committee: The Appeals Committee will follow same structure as outlined above except the appropriate Director will be involved in the actual appeal process and committee. Outcomes of the Appeals process will be sent to the appropriate organization/sports group within 10 business days of the decision.

Responsibilities

1. **The Operations Staff and Recreation & Culture Staff** are the key personnel responsible for the implementation of this procedure;
2. Recreation & Culture **Division** and Operations **Department** are responsible for ensuring that preventative measures are in place so that incidents of violence, vandalism and inappropriate behaviour do not occur in its programs, properties or facilities;
3. **Visitors** to the City of Guelph's recreation, parks and culture programs, facilities and properties, are responsible for behaving

and acting in a manner that respects the rights of others in order for the services to be used and enjoyed by all;

4. **Organizations and Users or Recipients** of Recreation programs, facilities and properties are primarily responsible for the behaviour of everyone associated with them including participants, officials, spectators, patrons, parents, guests, etc;

5. **Major User Groups** by virtue of their signed agreements for use of City facilities, programs and properties are expected to promote, support and endorse the departmental operating procedures within their organizations. In addition, it is the responsibility of the signator to sign a code of conduct and to ensure all those involved with the group (including out of City groups) are aware of the departmental operating procedures;

6. **Casual users** (non-permitted) are expected to abide by, support and endorse the departmental operating procedure;

7. **The City** shall work in partnership with community organization groups to ensure that their members have the opportunity to volunteer in a safe and positive environment.

Appendices

Appendix A – Rzone Incident Report form



RZONE/ INCIDENT REPORT FORM

Individual Reporting Details:

Note: All parts of this form must be completed or report will not be received.

*Name of Person Reporting _____

*Mailing Address _____

Postal Code

*Phone Number (day) _____ (evening) _____

*Email Address _____

Incident Information:

Date: _____ Time: _____

(note: incidents have a better chance of resolution if notification has been received within 24 hours)

Location of Incident: _____

Participant(s)/Patron(s) Involved:

Name: _____

Address _____ Postal Code _____

Phone _____

If there are more participants involved please attach extra pages.

Organization/Association Contact Information (if applicable):

Organization/Association Name: _____

Contact Name: _____

Phone Number: _____

E-mail Address: _____

Category (please check all that apply)

- | | |
|--|--|
| <input type="checkbox"/> Verbal assault | <input type="checkbox"/> Vandalism |
| <input type="checkbox"/> Threats/aggression | <input type="checkbox"/> Theft |
| <input type="checkbox"/> Physical assault/harm | <input type="checkbox"/> Harassment |
| <input type="checkbox"/> Use of alcohol/drugs | <input type="checkbox"/> Other please specify in detail) |

Describe In Detail What Happened:



RZONE/ INCIDENT REPORT FORM

Other Relevant Information:

This could include such information as sporting/group association name (i.e. / soccer, hockey), team name, team number/colour, location of event etc.

Was Anyone Else Made Aware Of The Incident? Yes No

If yes, who else was contacted?

Police *Name of Officer* _____ *Occurrence Number* _____

Ambulance Fire Department Parents

Town Staff *Name:* _____ *Position:* _____

Organization/Association *Name of person contacted:* _____

Other _____

For Office Use Only:**Action Taken (please check):**

Letter of Warning	<input type="checkbox"/>	Date: _____
Letter of Trespass	<input type="checkbox"/>	Date: _____
Probation	<input type="checkbox"/>	Date: _____
Suspension	<input type="checkbox"/>	Date: _____
Ban	<input type="checkbox"/>	Date: _____

Appeal: Yes No Date: _____

Outcome: _____

File Closed: _____ **Date:** _____

Name: _____ **Position:** _____

Signature: _____

Completed forms should be mailed to Rzone, Community Services Department, 59 Carden St. Guelph N1H 3A1 or Fax 519-753-9240

Personal information on this form is collected under the authority of the Municipal Act, 2001, S.O. 2001, c. 25 and will be used for the purpose of program registration, payment, aggregate statistical reporting, and allocation of staff and resources. This information will also be used for the promotion of programs or activities so that we can provide you with exceptional customer service. Questions about this collection may be directed to: Manager of Recreation and Culture at 519-837-5618.



CORPORATE SERVICES

TO: Emergency Services, Community Services & Operations Committee

DATE: September 12, 2007

SUBJECT: ACCESSIBILITY ADVISORY COMMITTEE REPORT

RECOMMENDATION

THAT the request for financial assistance from the Accessibility Advisory Committee be referred to the 2008 budget deliberations.

BACKGROUND

This report has been prepared to provide the Emergency Services, Community Services & Operations Committee with an update on accessible initiatives supported by the Accessibility Advisory Committee for 2008.

A budget of \$200,000 per year for six years for facility accessibility upgrades was approved at the February 10, 2003, Council meeting.

At the February 14, 2005, Council meeting, Council approved an additional reserve fund for accessible curb cuts in the amount of \$200,000.

REPORT

At its August 21, 2007 Accessibility Advisory Committee meeting, the Committee passed a motion in support of a request of \$300,000 to the Reserve Accessibility Fund. If approved, the Committee proposes the following improvements:

1. \$80,000 for an accessible rubberized surface in the senior play structure at Margaret Green Park;
2. \$7,000 for an adult assistance table in the swimming pool family change room at West End Community Centre;
3. \$113,000 for additional installation of curb ramps
4. \$100,000 for additional installation of accessible (audible) pedestrian signals.

These funds would be in addition to the \$200,000 for accessibility improvements in City facilities.

The Accessibility Advisory Committee also participated in developing an outline for a Windrow Snow Removal program. A pilot initiative planned by Operations for a future year would benefit people with physical disabilities who are not able to remove the snow, the windrow, which is left behind by the snow plow after a significant snow fall and subsequent residential road snow plough-out operation. If funded, up to 200 people would access the pilot program the first year with plans to request to expand the program for subsequent years as the need is identified.

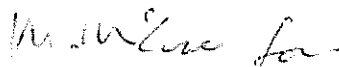
On June 27, 2007 the Accessibility Advisory Committee and City of Guelph Corporate Accessibility Steering Committee hosted a public meeting to gather input from the public on barriers they experience accessing City facilities, services and/or programs. During the next few months each City service area will develop solutions to remove these barriers; some may have funding implication on their budgets.

CORPORATE STRATEGIC PLAN

This initiative supports Strategic Plan Goal #2 – A healthy and safe community where life can be lived to the fullest.

FINANCIAL IMPLICATIONS

Staff are recommending that the request for financial assistance from the Accessibility Advisory Committee be referred to the 2008 budget deliberations



Prepared By:
Leanne Warren, Administrator of
Disability Services



Approved By:
Murray McCrae, Manager of
Corporate Property



Recommended By:
Lois E. Payne, Director of Corporate
Services/City Solicitor



City of Guelph

OPERATIONS

Report:

TO: Emergency Services, Community Services & Operations Committee
DATE: 2007/09/12
SUBJECT: PARKS MAINTENANCE - SERVICE REVIEW

RECOMMENDATION:

THAT during preparation of the 2008 Operating Budget, Operations Department Expansion Packages for park maintenance give priority to activities associated with:

- **Passive parklands**
- **Facilities & amenities**
- **Infrastructure**

as outlined in the Emergency Services, Community Services and Operations Committee report of September 12, 2007 Parks Maintenance - Service Review.

BACKGROUND:

At the June 14th, 2007 Committee meeting, staff spoke to the general state of our parks and advised we were working to identify what resources would be necessary to bring them to a reasonable state of maintenance. The review commenced earlier this year prior to Council committing staff to a long-term, continuous service review process. After significant effort, this internal review is complete and ready for presentation to Committee.

REPORT:

Obviously, the degradation of any asset seldom occurs overnight as is the case with our city parks. Years of increasing inventory in conjunction with higher expectations of park users has resulted in a situation where maintenance resources have been stretched so thin that we are experiencing an increased number and frequency of public calls regarding the general appearance of city parks.

In order to address the current situation, it is necessary to quantify what is required to maintain the park system so that a strategy of mitigation can be objectively developed. This has been accomplished by determining what inventories presently exist, what maintenance is currently provided and at what level of service it is provided. This information was then compared against the level of service that should be provided as determined by best practice or industry standards.

The summation of our efforts indicates a short-fall in park maintenance of approximately 34,300 hours. The following table highlights the major service areas, the number of hours currently spent on maintenance activity within the category and the proposed number of hours that should be spent:

	Current Service (hrs)	Proposed Service (hrs)*	Gap (hrs)	% change
Passive Parklands	20,385	37,390	17,005	83
Sports Fields	9,281	13,592	4,305	46
Infrastructure	3,404	5,729	2,325	68
Sanitation	6,583	9,041	2,458	37
Facilities & Amenities	6,783	12,901	6,118	90
Horticulture	14,676	16,745	2,069	14
Total	62,700	96,980	34,280	338

*based upon current industry standards, best practice knowledge and staff expertise.

Attached for Committee's review is a more detailed break out of the maintenance activities within each major category.

While the actual gap between the level of service currently provided and the level recommended may be debatable, this review has confirmed that parks maintenance is under-resourced. Going forward, it is clear this gap is not likely something that can be corrected within one budget cycle. In order to consider where limited resources should be added to the operation, staff reviewed all maintenance service provided to determine:

- To what degree the service contributes to a park's immediate presentation to the public ("curb appeal");
- To what extent the current level of service impacts the potential risk/hazard to the municipality and park users;
- Where the largest service gaps presently exist.

As a result of this review, it is staff's recommendation that during preparation of the 2008 Operating Budget, Operations Department Expansion Packages for park maintenance give priority to the activities within these major categories:

- Passive parklands
- Facilities & Amenities
- Infrastructure.

While this review has been enlightening for staff, there is still much analysis that remains to be completed. The current review speaks only to the human resources such an enhanced level of maintenance activity will require. It has not addressed or quantified the equipment or materials that might also be required. Staff will continue to analyze and further develop the Master Resource Scheduled for park maintenance including work on the following:

- Establishment of clearly understood service standards;
- Development of a stronger commitment to delivering maintenance of established service standards;
- Development of adequate management tools to monitor staff performance against expected standard of service;
- Development of an appropriate means of assigning resources to 'ad-hoc' requests for service such that they do not compromise the delivery of service standards;
- Establishment of a stronger link between decisions to expand the park system and operating budget deliberations;
- Commencement of dialogue with user groups on preferred maintenance standards for our sports fields.

CORPORATE STRATEGIC PLAN:

1. An attractive, well-functioning and sustainable city.
 - 1.2 Municipal sustainability practices that become the benchmark against which other cities are measured.

5. A community-focused, responsive and accountable government.
 - 5.1 the highest municipal customer service satisfaction rating of any comparable-sized Canadian community.
 - 5.6 Organizational excellence in planning, management, human resources and people practices;

FINANCIAL IMPLICATIONS:

TBD

ATTACHMENTS:

Master Resource Schedule Summary.



Recommended By:
 Derek J. McCaughan
 Director
 (519) 837-5628 ext. 2018
 derek.mccaughan@guelph.ca

PARKLANDS & GREENWAYS

MASTER RESOURCE SCHEDULE SUMMARY

Robert Pollock

	Quantity	Frequency	Time Req'd	Frequency	Time Req'd	Difference
				Proposed Service Standard		
PARK-TURF MAINTENANCE						
100 Parks	100 Parks		20,385		37,390	-17,005
550 Hectares	550 Hectares	13 cuts (10 day)	19,545	ave. 19 cuts (7 day)	28,500	
550 Hectares	550 Hectares	none	0	2 x year	7,310	
22 Hectares	22 Hectares	8 cuts	440	17 cuts	935	
20 Hectares	20 Hectares	2 cuts	445	3 cuts	645	
SPORTS FIELD MAINTENANCE						
172 Sports Fields	172 Sports Fields		9,287		13,592	-4,305
Inspection (annual & regular)	172	30% fields	434	all fields thru season	1,401	
Class A Soccer & Multi use Fields	8	lining contracted	1,056	lining weekly by staff	1,496	
Class A Baseball Diamonds	4	mound & plate mtc, 1 x year	1,856	weekly mound & plate mtc	2,568	
Class B Baseball/Softball diamonds	7	mound & field grooming 3x/wk	1,273	daily mound & field grooming	2,029	
Class C Soccer & Baseball & multi use	79		3,950	paint goal posts 1 x yr	4,108	
Tennis courts	22	2 x season	196	weekly, 24 wks	1,188	
Beach Volleyball Courts	13	1 x season	110		110	
Neighbourhood Rinks	31	as required	356		356	
Basketball Courts	14	2 x season	56	weekly, 24 wks	336	
Cricket Pitch, Lawn Bowling	1	as required	0		0	
INFRASTRUCTURE						
100 Parks	100 Parks		3,404		5,729	-2,325
Inspection (annual & regular)		as required	188	all & trail insp.	728	
Park Furniture	150+	2 x year	589		589	
Parking Lots & Medians		weed medians 3x/yr	572	weed medians 4x/yr	700	
Right of Ways (street to park)	100	repair/clean as req'd	80	2 x year	195	
Bridges, Stairs, Boardwalks	15	1 x mth clean/repair	76	2 x mth clean/repair	134	
Pavilions & Band Shells	10	daily clean	702		702	
Historical Buildings/Ruins	5	4 x year	88	6-12 x year	200	
Trails	74 kms	clear 1-2 x year	420	clear 4 x year	1,414	
Collards & Gates		as required	76	annual	252	
Signs		6-8 x year	142	monthly	288	
Fountains, Waterways, Irrigation	3	as required	356		356	
Fencing & Lighting	100	10 x year	116	12 x year	172	
SANITATION						
750 cans	750 cans	2 x month in winter	3,843	weekly all year	5,477	
18 facilities	18 facilities	daily clean, 20 wks	2,740	daily clean 22 wks & upgrade	3,564	
						-2,458

	Quantity	Frequency	Time Req'd	Frequency	Time Req'd	Difference
		Current Service Standard		Proposed Service Standard		
FACILITIES & AMENITIES						
Inspection (annual & regular)	111	4 x year	6,783	6 x year	12,901	-6,118
Stadiums	111	2 x year	434		1,664	
Concession Booths	4	2 x year	72		72	
Play Structures	2	2 x year	16		16	
Musement Rides	82	annual maintenance	1,024	monthly maintenance	5,912	
Trash Pads	3	daily, 10 wks	1,639		1,639	
Swimming Pools	2	daily, 10 wks	1,308		1,308	
Memorial Benches	3	daily, 10 wks	1,368		1,368	
Misc. Buildings & Special Events	12	daily, 10 wks	32		32	
	3	monthly	890		890	
			14,676		16,745	-2,069
HORTICULTURE						
Floral Displays/Beds (37)	28,000 m2	2wks - 4 wks	4,491	weekly	6,065	
Window Boxes, Planters, Baskets	52,000 units	daily	3,646		3,646	
Greenhouse Production	60,000 units	daily	2,838		2,838	
Perennial Shrubs (58)	22,100 m2	2 x year	2,706	3 x year	3,193	
Perennial Beds (33)	13,320 m2	1-2 x year	995		1,003	
			1,582		1,582	0
LEAD HAND ADMINISTRATIVE DUTIES						
Peak Season	5	daily	1,090		1,090	
Off Season	5	daily	492		492	
Total		Current	62,700	Proposed	96,980	-34,280

PARKLANDS & GREENWAYS: Current Staffing Levels

Base Labour per 241 FTE = 2080 (40 hours per week)
Budget Labour per 241 FTE = 1750 (less non-working hours)

<u>Assumptions - Permanent 241 full time employees</u>	<u>Actual Productive Hours pp</u>	<u>Actual Productive Hours pp</u>
	<u>Per Week</u>	<u>Per Year</u>
Base Labour Per Year (40 hours per week x 52)	40	2080
Less average vacation, sick time, stat holidays (18.5%)	6.3	330
Less Training & meetings (50 hours per year)	0.9	50
Less Lunch & Breaks (1 hour per day)	5	260
Less Shift Start up/Shut down (0.5 hrs per day)	2.5	130
	25.3	1310

Assumptions - Students @ 40 hours per week

<u>Actual Productive Hours</u>	
<u>per week</u>	
Gross Labour Time Per Season (40 hours per week)	40
Less Sick Time (ave = 2%)	0.8
Less Stat. Holidays (3 days = 3%)	1
Less Training & meetings (30 hours at season start up)	1.7
Less Lunch & Breaks (1 hour per day)	5
Less Shift Start up/Shut down (0.5 hrs per day)	2.5
Available Productive Time per Student	31.5

Current Staffing Levels

		<u>Productive Hours</u>	<u>Total</u>
Parks staff	4 FTE - 12 months	1310 per year	5240
	9 FTE @ 36 wks (16 wks Winter Contrc)	25.3 hrs/wk	8197.2
	6 FTE @ 22 wks (30 wks at Recreator)	25.3 hrs/wk	3339.6
	51 students (17-22 wks, 40hrs/wk)	31.5 hrs/wk	26649
	10 students (11 wks, 40 hrs/wk)	31.5 hrs/wk	3465
	9 students (11 wks, 20 hrs/wk)	18 hrs/wk	1782
	71 students		48672.8
Horticulture Staff	5 FTE (12 months)	1310 per year	6550
	11 students (18 wks, 40 hrs/wk)	31.5 hrs/wk	5764.5
	10 students		12314.5
		Total	60987.3
		budget expansion	1821
Add 2007 Budget Expansion = 3 FT x 25.3 hrs x 24 wks = 1821			62808.3

2007 Staffing Level Summary

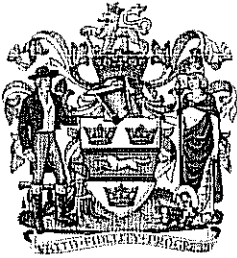
8 FTE
 8.7 FTE (dual positions)
 82 Students
 62 FT Students @ 18 weeks
 11 FT students @ 11 weeks
 9 PT students @ 11 weeks

FTE = 35
 using 1750 hours per person

PARKLANDS & GREENWAYS

MASTER RESOURCE SCHEDULE SUMMARY

	Current Service Standard	Annual	Proposed Service Standard	Annual	Gap in Hours	Add'l FTE	% Change
	TOTAL HOURS REQUIRED		TOTAL HOURS REQUIRED				
PARK TURF MAINTENANCE	20,385	204 hrs/park	37,390	374 hrs/park	-17,005	11.8	83%
SPORTS FIELD MAINTENANCE	9,287	93 hrs/park	13,592	136 hrs/park	-4,305	3.0	46%
INFRASTRUCTURE	3,404	34 hrs/park	5,729	57 hrs/park	-2,325	1.6	68%
SANITATION	6,583	66 hrs/park	9,041	90 hrs/park	-2,458	1.7	37%
FACILITIES & AMENITIES	6,783	68 hrs/park	12,901	129 hrs/park	-6,118	4.3	90%
HORTICULTURE MAINTENANCE	14,676	147 hrs/park	16,745	167 hrs/park	-2,069	1.4	14%
LEAD HAND ADMINISTRATION	1,582	16 hrs/park	1,582	16 hrs/park	0	0.0	
Total	62,700	627 hrs/park	96,980	970 hrs/park	-34,280	23.9	338%
Available Hours	62,808	98 hrs/ha		152 hrs/ha			
FTE equivalent	44		67		-24		



City of Guelph

COMMUNITY SERVICES

Report:

TO: *Emergency Services, Community Services, and Operations Committee*

DATE: *09/12/07*

SUBJECT: **COMMISSION AGREEMENTS WITH GUELPH STORM LTD. FOR THE LICENSING OF SUITES, CLUB SEATS AND VIP SEATS AT THE SLEEMAN CENTRE**

RECOMMENDATION:

THAT Guelph City Council approve, and the Mayor and Clerk be authorized to sign, commission agreements with Guelph Storm Ltd. respecting the licensing of Suites, Club and VIP seats at the Sleeman Centre as set out in the report of the Manager of the Sleeman Centre dated September 12, 2007.

SUMMARY:

Staff has been working with Guelph Storm Ltd. on a number of items aimed at increasing sales of Suites, Club and VIP seats at the Sleeman Centre. One matter discussed was a possible arrangement for paying Guelph Storm Ltd. a commission if new customers are introduced to the City which result in the licensing of Suites, Club or VIP seats.

BACKGROUND:

The Sleeman Centre has been operated by the City since July 2005. The program for licensing suites and seats has been a challenge since the opening of the building. Guelph Storm Ltd. has a sales and marketing initiative that, in staff's view, could possibly assist in increasing customers at the Sleeman Centre.

REPORT:

Staff has been working with Guelph Storm Ltd. on a number of aspects to improve and increase the number of customers at the Sleeman Centre. In addition to the general seating available in the facility, the Sleeman Centre has Suites, Club and VIP seats which may be licensed by customers for an annual fee. The City is responsible for licensing the Suites, Club and VIP seats. Guelph Storm Ltd. has offered to introduce potential new customers to the City provided a commission is paid to Guelph Storm Ltd. if the introduction results in a new licence agreement for a Suite, Club or VIP seat. Staff feel such an arrangement would provide a greater opportunity for the licensing of seats and suites. The more spectators brought into the Centre, the greater the revenue potential.

The Sleeman Centre has a total of 31 suites – 25 individual suites and six that are configured into party suites of various sizes. Of the 25 individual suites, 19 are currently licensed. The cost of licensing a suite ranges from \$12,000 to \$20,000 per annum, depending upon size and term of license. These prices do not include costs of tickets or applicable taxes. Licence agreements for Suites range from one to ten years.

Approximately 150 of the 322 Club seats are licensed. The Club seat license fee is \$200 per seat, per annum. Of the 178 available VIP seats, approximately 80 are licensed. The VIP seat license fee is \$400 per seat, per annum. These prices do not include costs of tickets or applicable taxes. All Club and VIP seats are for a one year term.

The proposed Commission Agreement for Club Seats and VIP Seats is attached as Attachment #1 and proposed Commission Agreement for Suites is attached as Attachment #2. The Commission Agreements provide that the City will pay a commission of 25% of the annual Licence Fee received by the City from new customers. A commission would only be paid if the introduction of a potential new customer actually results in a fully signed License Agreement between the City and the new customer for a Suite, Club or VIP seat. The City will pay the commission during the term of the initial License Agreements and any continuous, uninterrupted renewals of the License Agreements.

The City has not sourced an outside agency for comparison, as we feel it would compromise our agreement with Guelph Storm Ltd.

CORPORATE STRATEGIC PLAN:

Goal 5: A community-focused, responsive and accountable government.

FINANCIAL IMPLICATIONS:

The total maximum potential revenue on sales for suites and seats is \$169,600 per annum. Guelph Storm Ltd.'s 25% share would be \$42,400 per annum and the City's revenue would be the remaining 75%, which is calculated at \$127,200 per annum.

In addition to this, the City receives 10% of the purchase price for each ticket sold.

DEPARTMENTAL CONSULTATION:

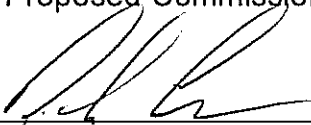
Legal and Finance Departments

COMMUNICATIONS:

N/A

ATTACHMENTS:

1. Proposed Commission Agreement for Club Seats or VIP Seats at the Sleeman Centre
2. Proposed Commission Agreement for Suites at the Sleeman Centre



Prepared By:
Rich Grau
Manager of Sleeman Centre
(519) 822-4900 ext. 2847
Rich.grau@quelp.ca



Recommended By:
Gus Stahlmann
Director of Community Services
(519) 837-5618 ext. 2663
Gus.stahlmann@quelp.ca

ATTACHMENT #1

Commission Agreement
(Club Seats and VIP Seats)

DATE

This agreement is entered this day of , 2007.

PARTIES

The Parties to this agreement are:

THE CORPORATION OF THE CITY OF GUELPH
(the "City")

- and -

.....GUELPH STORM LTD.....
(the "Broker")

WHEREAS the City owns the Sleeman Centre, which was formerly known as the Guelph Sports and Entertainment Centre, at 50 Woolwich Street, Guelph (the "Centre") which contains Club Seats and VIP Seats ("Seats") available for use;

AND WHEREAS by way of Club Seat Holder License Agreements and VIP Seat Holder License Agreements, the City grants to Club Seat Holders and VIP Seat Holders ("Licensees") rights to use these Seats;

AND WHEREAS the City wishes to be introduced to potential new Licensees;

AND WHEREAS the Broker wishes to find potential new Licensees and introduce them to the City;

NOW THEREFORE IN CONSIDERATION of the mutual promises, covenants and agreements herein contained the parties hereto agree as follows.

Role of the Broker

1. The Broker will attempt to find potential new Licensees for the City's Seats at the Sleeman Centre, which was formerly known as the Guelph Sports and Entertainment Centre, at 50 Woolwich Street, Guelph (the "Centre"), and will introduce them to the City.
2. For purposes of this Commission Agreement ("agreement"), a "new Licensee" means a Licensee who had not licensed a Seat at the Centre pursuant to a Club Seat Holder License Agreement or VIP Seat Holder License Agreement at any time in the 365 day period immediately preceding the date of a written Expression

of Interest which is received by the City in accordance with the provisions of this agreement.

3. The City will recognize the Broker as the person who introduced a potential new Licensee only if:
 - (a) the Broker, and no-one else, submits to the City a written Expression of Interest in Licensing a Seat, signed by the potential new Licensee;
 - (b) the potential new Licensee acknowledges and confirms to the City that the Broker, and no-one else, obtained the Expression of Interest in Licensing a Seat from the Licensee; and
 - (c) the potential new Licensee actually enters a Club Seat Holder License Agreement or VIP Seat Holder License Agreement, within 30 days of the City receiving the said written Expression of Interest.
4. An Expression of Interest in Licensing a Seat shall be in the form shown in Schedule "A" attached to this agreement.
5. The Broker acknowledges that this agreement with the City is not exclusive to the Broker, that the City may enter similar agreements with other persons, and that the City may find potential new Licensees by itself.
6. The Broker acknowledges that this agreement does not create the relationship of principal and agent, employer and employee, partners or joint venturers between the Broker and the City. Neither Party has any authority to bind or obligate the other.
7. The Broker is not permitted to assign this agreement or any of the rights in this agreement.

Role of the City

8. The City will negotiate with potential new Licensees introduced by the Broker, with the goal of entering Club Seat Holder License Agreements or VIP Seat Holder License Agreements.
9. For purposes of this agreement, a Club Seat Holder License Agreement or VIP Seat Holder License Agreement is "entered" only when it is fully and properly executed by the Licensee and the City.
10. The City is entitled to refuse to enter any proposed Club Seat Holder License Agreement or VIP Seat Holder License Agreement unless and until all terms of such proposed agreement are completely satisfactory to the City.
11. If the City actually enters a Club Seat Holder License Agreement or VIP Seat Holder License Agreement with a new Licensee, then the City will pay the Broker an Introduction Fee in an amount equal to 25 percent of the annual License Fee received by the City under the Club Seat Holder License Agreement or VIP Seat Holder License Agreement.
12. The City will pay the Broker the Introduction Fee during the term of the initial Club Seat Holder License Agreement or VIP Seat Holder License Agreement and any continuous, uninterrupted renewals of the Club Seat Holder License Agreement or VIP Seat Holder License Agreement.
13. Following are restrictions on the payment and amount of the Introduction Fee:

- (a) The City is obliged to pay the Introduction Fee only when, and only to the extent that, the City actually receives payment from the Licensee of the License Fee pursuant to the Club Seat Holder License Agreement or VIP Seat Holder License Agreement and any continuous, uninterrupted renewal or renewals thereof;
- (b) If the License Fee is reduced or prorated in any way, for any reason, the Introduction Fee is payable only on the reduced or prorated amount of the License Fee. If all or any part of the License Fee is unpaid in any way, for any reason, the Introduction Fee is not payable at all on any such unpaid amounts; and
- (c) The Introduction Fee is based on only the License Fee received by the City pursuant to the Club Seat Holder License Agreement or VIP Seat Holder License Agreement, and any continuous, uninterrupted renewal or renewals thereof, and not on any taxes in respect of the License Fee, or on any expenses, rentals, charges, prices, rates, costs, damages or any other amounts whatever.

Miscellaneous Terms

- 14. The Schedule to this agreement forms part of this agreement.
- 15. Either Party to this agreement may terminate it immediately at any time by giving written notice to the other Party as follows:

To the City: The Corporation of the City of Guelph
c/o Sleeman Centre,
50 Woolwich Street,
Guelph, ON N1H 3V1
Attention: Facility Manager, Sleeman Centre

To the Broker: Guelph Storm Ltd.

16. If either Party to this agreement waives a particular breach of this agreement, that waiver is not a waiver of any other breach of this agreement.

SIGNING AND SEALING

The parties signify their agreement by signing and, where appropriate, sealing this agreement.

THE CORPORATION OF THE CITY OF GUELPH

Date:

MAYOR – KAREN FARBRIDGE

CLEKR – LOIS A. GILES

GUELPH STORM LTD.

Date:

Per: _____

Name:

Title:

Per: _____

Name:

Title:

I/We have authority to bind the corporation.

Schedule "A"

Expression of Interest in Licensing a Club Seat or VIP Seat

1. The undersigned is interested in discussing, with the Corporation of the City of Guelph, the licensing of a Club Seat or VIP Seat at the Sleeman Centre, formerly known as the Guelph Sports and Entertainment Centre, at 50 Woolwich Street, Guelph (the "Centre") for a period of one year.
2. The undersigned has not licensed a Seat at the Centre pursuant to a Club Seat Holder License Agreement or VIP Seat Holder License Agreement at any time in the 365 day period immediately preceding the date of this Expression of Interest.
3. The person who solicited this Expression of Interest from me/us is
.....

(Print name(s) of potential new long-term Licensee(s))

(Signature(s))

(Print name of individual(s) signing)

(Date of signature(s))

ATTACHMENT #2

Commission Agreement
(Suites)

DATE

This agreement is entered this day of , 2007.

PARTIES

The Parties to this agreement are:

THE CORPORATION OF THE CITY OF GUELPH
(the "City")

- and -

.....GUELPH STORM LTD.....
(the "Broker")

WHEREAS the City owns the Sleeman Centre, which was formerly known as the Guelph Sports and Entertainment Centre, at 50 Woolwich Street, Guelph (the "Centre") which contains suites available for use;

AND WHEREAS by way of Suite Holder License Agreements, the City grants to Suite Holders ("Licensees") rights to use these suites;

AND WHEREAS the City wishes to be introduced to potential new long-term Licensees;

AND WHEREAS the Broker wishes to find potential new long-term Licensees and introduce them to the City;

NOW THEREFORE IN CONSIDERATION of the mutual promises, covenants and agreements herein contained the parties hereto agree as follows.

Role of the Broker

1. The Broker will attempt to find potential new long-term Licensees for the City's suites at the Sleeman Centre, which was formerly known as the Guelph Sports and Entertainment Centre, at 50 Woolwich Street, Guelph (the "Centre"), and will introduce them to the City.
2. For purposes of this Commission Agreement ("agreement"), a "new Licensee" means a Licensee who had not licensed a suite at the Centre pursuant to a Suite Holder License Agreement at any time in the 365 day period immediately preceding the date of a written Expression of Interest which is received by the City in accordance with the provisions of this agreement.

3. For purposes of this agreement, a Licensee is “long-term” only if the Licensee enters a Suite Holder License Agreement with the City for a period of at least one year.
4. The City will recognize the Broker as the person who introduced a potential new long-term Licensee only if:
 - (a) the Broker, and no-one else, submits to the City a written Expression of Interest in Licensing a Suite, signed by the potential new long-term Licensee;
 - (b) the potential new long-term Licensee acknowledges and confirms to the City that the Broker, and no-one else, obtained the Expression of Interest in Licensing a Suite from the Licensee; and
 - (c) the potential new long-term Licensee actually enters a Suite Holder License Agreement with the City for a period of at least one year, within 30 days of the City receiving the said written Expression of Interest.
5. An Expression of Interest in Licensing a Suite shall be in the form shown in Schedule “A” attached to this agreement.
6. The Broker acknowledges that this agreement with the City is not exclusive to the Broker, that the City may enter similar agreements with other persons, and that the City may find potential new long-term Licensees by itself.
7. The Broker acknowledges that this agreement does not create the relationship of principal and agent, employer and employee, partners or joint venturers between the Broker and the City. Neither Party has any authority to bind or obligate the other.
8. The Broker is not permitted to assign this agreement or any of the rights in this agreement.

Role of the City

9. The City will negotiate with potential new long-term Licensees introduced by the Broker, with the goal of entering long-term Suite Holder License Agreements.
10. For purposes of this agreement, a Suite Holder License Agreement is “entered” only when it is fully and properly executed by the Licensee and the City.
11. The City is entitled to refuse to enter any proposed Suite Holder License Agreement unless and until all terms of such proposed agreement are completely satisfactory to the City.
12. If the City actually enters a Suite Holder License Agreement for a period of at least one year with a new Licensee, then the City will pay the Broker an Introduction Fee in an amount equal to 25 percent of the annual License Fee received by the City under the Suite Holder License Agreement.
13. The City will pay the Broker the Introduction Fee during the term of the initial Suite Holder License Agreement and any continuous, uninterrupted renewals of the Suite Holder License Agreement.
14. Following are restrictions on the payment and amount of the Introduction Fee:
 - (a) The City is obliged to pay the Introduction Fee only when, and only to the extent that, the City actually receives payment from the Licensee of the License Fee pursuant to the Suite Holder License Agreement and any continuous, uninterrupted renewal or renewals thereof.

- (b) If the License Fee is reduced or prorated in any way, for any reason, the Introduction Fee is payable only on the reduced or prorated amount of the License Fee. If all or any part of the License Fee is unpaid in any way, for any reason, the Introduction Fee is not payable at all on any such unpaid amounts.
- (c) The Introduction Fee is based on only the License Fee received by the City pursuant to the Suite Holder License Agreement and any continuous, uninterrupted renewal or renewals thereof, and not on any taxes in respect of the License Fee, or on any expenses, rentals, charges, prices, rates, costs, damages or any other amounts whatever.

Miscellaneous Terms

- 15. The Schedule to this agreement forms part of this agreement.
- 16. Either Party to this agreement may terminate it immediately at any time by giving written notice to the other Party as follows:

To the City: The Corporation of the City of Guelph
c/o Sleeman Centre,
50 Woolwich Street,
Guelph, ON N1H 3V1
Attention: Facility Manager, Sleeman Centre

To the Broker: Guelph Storm Ltd.

17. If either Party to this agreement waives a particular breach of this agreement, that waiver is not a waiver of any other breach of this agreement.

SIGNING AND SEALING

The parties signify their agreement by signing and, where appropriate, sealing this agreement.

THE CORPORATION OF THE CITY OF GUELPH

Date:

MAYOR – KAREN FARBRIDGE

CLEKR – LOIS A. GILES

GUELPH STORM LTD.

Date:

Per: _____

Name:

Title:

Per: _____

Name:

Title:

I/We have authority to bind the corporation.

Schedule "A"

Expression of Interest in Licensing a Suite

1. The undersigned is interested in discussing, with the Corporation of the City of Guelph, the licensing of a suite at the Sleeman Centre, formerly known as the Guelph Sports and Entertainment Centre, at 50 Woolwich Street, Guelph (the "Centre") for a period of at least one year.
2. The undersigned has not licensed a Suite at the Centre pursuant to a Suite Holder License Agreement at any time in the 365 day period immediately preceding the date of this Expression of Interest.
3. The person who solicited this Expression of Interest from me/us is
.....

(Print name(s) of potential new long-term Licensee(s))

(Signature(s))

(Print name of individual(s) signing)

(Date of signature(s))



City of Guelph

COMMUNITY SERVICES

Report:

IN CAMERA

TO: *Emergency Services, Community Services, and Operations Committee*

DATE: *09/12/07*

SUBJECT: **COMMISSION AGREEMENT WITH GUELPH STORM LTD. FOR THE SALES OF SUITES, CLUB SEATS AND VIP SEATS AT THE SLEEMAN CENTRE**

RECOMMENDATION:

THAT the City of Guelph enter into a Commission Agreement with Guelph Storm Ltd. for the purpose of commissioning the sales of Suites, Club and VIP seats at the Sleeman Centre;

AND THAT the final wording be approved by the City Solicitor and Director of Community Services;

AND THAT the Mayor and Clerk be authorized to the sign the Commission Agreement.

SUMMARY:

Staff has been working with Guelph Storm Ltd. on a number of items for the purpose of increasing sales of Suites, Club and VIP seats. It was felt that a partnership would optimize the opportunity for increased sales.

BACKGROUND:

The Sleeman Centre has been operated by the City since July 2005. The program for selling seats and suites has been a challenge since the opening of the building. Guelph Storm Ltd. has a sales and marketing initiative that in our view could increase spectators to our facility.

REPORT:

Staff has been working with Guelph Storm Ltd. on a number of aspects to improve and increase the number of spectators in the Sleeman Centre. Guelph Storm Ltd. is responsible for the advertising sales and general ticket sales. Presently the Centre looks after Suites, Club and VIP seats. Guelph Storm Ltd. is prepared to sell them for the City on a commission basis due to their connection with various businesses in the community. It is our opinion that with this agreement and partnership, we would provide greater opportunity for the selling of seats and suites. The more spectators brought into the Centre, the greater the revenue potential.

The Sleeman Centre has a total of 31 suites – 25 individual suites and six that are configured into party suites of various sizes. Of the 25 individual suites, 19 are currently licensed. The cost of a suite ranges from \$12,000 to \$20,000 per season, depending upon size and term of license.

Approximately 150 of the 322 Club seats are licensed. The Club seat license fee is \$200 per seat, per season. Of the 178 available VIP seats, approximately 80 are licensed. The VIP seat license fee is \$400 per seat, per season. These prices do not include costs of tickets or applicable taxes.

Generally, the agreement is for three years, and the City will pay commission of 25% on Suites, Club and VIP seats. Guelph Storm Ltd. could commission these sales for the Sleeman Centre when they are contacting potential clients for various promotion and marketing programs.

The City has not sourced an outside agency for comparison, as we feel it would compromise our agreement with Guelph Storm Ltd.

CORPORATE STRATEGIC PLAN:

Goal 5: A community-focused, responsive and accountable government.

FINANCIAL IMPLICATIONS:

The total maximum potential revenue on sales for suites and seats is \$169,600. Guelph Storm Ltd.'s 25% share would be \$42,400 and the City's revenue would be the remaining 75%, which is calculated at \$127,200.

In addition to this, the City receives 10% of the purchase price for each ticket sold.

DEPARTMENTAL CONSULTATION:


Legal and Finance Departments

COMMUNICATIONS:

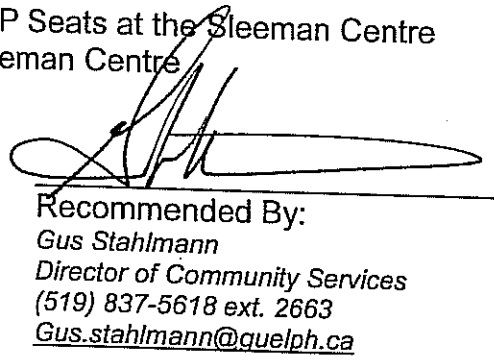
N/A

ATTACHMENTS:

Commission Agreement for Club Seats or VIP Seats at the Sleeman Centre
Commission Agreement for Suites at the Sleeman Centre



Prepared By:
Rich Grau
Manager of Sleeman Centre
(519) 822-4900 ext. 2847
Rich.grau@guelph.ca



Recommended By:
Gus Stahlmann
Director of Community Services
(519) 837-5618 ext. 2663
Gus.stahlmann@guelph.ca

Commission Agreement
(Suites)

DATE

This agreement is entered this day of , 200 .

PARTIES

The Parties to this agreement are:

THE CORPORATION OF THE CITY OF GUELPH
(in this agreement called the "City")

- and -

.....
(in this agreement called the "Broker")

WHEREAS the City owns the Sleeman Centre at 50 Woolwich Street, Guelph which contains suites available for use;

AND WHEREAS by way of Suite Holder License Agreements, the City grants to Suite Holders ("Licensees") rights to use these suites;

AND WHEREAS the City wishes to be introduced to potential new long-term Licensees;

AND WHEREAS the Broker wishes to find potential new long-term Licensees and introduce them to the City;

NOW THEREFORE IN CONSIDERATION of the mutual promises, covenants and agreements herein contained the parties hereto agree as follows.

Role of the Broker

1. The Broker will attempt to find potential new long-term Licensees for the City's suites at the Sleeman Centre (the "Centre"), and will introduce them to the City.
2. A Licensee is "new" only if he/she/it/they never previously licensed a suite at the Centre for any period or periods totaling more than one day, from either the City or the previous owner of the Centre.
3. A Licensee is "long-term" only if he/she/it/they enter a Suite Holder License Agreement with the City for a period of at least one year.
4. The City will recognize the Broker as the person who introduced a potential new long-term Licensee only if:

- (a) the Broker (and no-one else) submits to the City a written Expression of Interest in Licensing a Suite, signed by the potential new long-term Licensee;

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- (b) the potential new long-term Licensee acknowledges and confirms to the City that the Broker (and no-one else) obtained the Expression of Interest in Licensing a Suite from him/her/it/them; and
 - (c) the potential new long-term Licensee actually enters a Suite Holder License Agreement with the City for a period of at least three years.
5. An Expression of Interest in Licensing a Suite may take the form as shown in Schedule "A" to this agreement.
 6. The Broker acknowledges that this agreement with the City is not exclusive to the Broker, that the City may enter similar agreements with other persons, and that the City may find potential new long-term Licensees by itself.
 7. The Broker acknowledges that this agreement does not create the relationship of principal and agent, employer and employee, partners or joint venturers between the Broker and the City. Neither Party has any authority to bind or obligate the other.
 8. The Broker is not permitted to pass on (assign) any of the rights in this agreement to anyone else unless the City gives its written permission.

Role of the City

9. The City will negotiate with potential new long-term Licensees introduced by the Broker, with the goal of entering long-term (for a period of at least three years) Suite Holder License Agreements with them in respect of suites at the Centre.
10. A Suite Holder License Agreement is "entered" only when it is fully signed and, where required, sealed by both the Licensee and the City and is for a license period of at least three years.
11. The City is entitled to refuse to enter any proposed Suite Holder License Agreement unless and until all terms of such proposed agreement are completely satisfactory to it.
12. If the City actually enters a Suite Holder License Agreement for a period of at least one year with a Licensee who never previously licensed (whether from the City and/or the previous owner of the Centre) a suite at the Centre for more than one day, then the City will pay the Broker, subject to the terms of this agreement, an Introduction Fee of 25% of the License Fee received by the City under the Suite Holder License Agreement. **The applicable fee will be paid on continuous uninterrupted renewals.**
13. Following are restrictions on the payment and amount of the Introduction Fee:
 - (a) The City is obliged to pay the Introduction Fee only when, and only to the extent that, the City itself actually receives payment from the Licensee of the License Fee pursuant to the Suite Holder License Agreement.
 - (b) If the License Fee is reduced or prorated in any way, for any reason, the Introduction Fee is payable only on the reduced or prorated amount of the License Fee. If all or any part of the License Fee is unpaid in any way, for any reason, the Introduction Fee is not payable at all on any such unpaid amounts.

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(c) The Introduction Fee is based on only the License Fee received by the City pursuant to the Suite Holder License Agreement, and not on any taxes in respect of the License Fee, or on any expenses, rentals, charges, prices, rates, costs, damages or any other amounts whatever.

(d) No more than a single Introduction Fee may be payable in respect of a single Suite Holder License Agreement, regardless of how many joint Licensees of the suite there may be.

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Miscellaneous Terms

14. The Schedule to this agreement forms part of this agreement.

15. Either Party to this agreement may terminate it immediately at any time by giving written notice to the other Party as follows:

To the City:

To the Broker:

16. If either Party to this agreement forgives (waives) a particular breach of this agreement, that forgiveness is not a forgiveness of any other breach of this agreement.

SIGNING AND SEALING

The parties signify their agreement by signing and, where appropriate, sealing this agreement.

THE CORPORATION OF THE CITY OF GUELPH

Date:

Per: _____
Name:
Title:

Date:

Per: _____
Name:
Title:

Schedule "A"

Expression of Interest in Licensing a Suite

1. The undersigned is interested in discussing, with the Corporation of the City of Guelph, the purchase of a long-term (a period of at least three years) right to use (license) a suite at the Sleeman Centre.
2. The undersigned has not ever previously licensed a suite at the Sleeman Centre for more than one day, from either the City of Guelph or the previous owner of the Centre.
3. The person who solicited this Expression of Interest from me/us is
.....

(Print name(s) of potential new long-term Licensee(s))

(Signature(s))

(Print name of individual(s) signing)

(Date of signature(s))

DRAFT

Commission Agreement
(Select either: Club Seats or VIP Seats)

DATE

This agreement is entered this day of , 200 .

PARTIES

The Parties to this agreement are:

THE CORPORATION OF THE CITY OF GUELPH
(in this agreement called the "City")

- and -

.....
(in this agreement called the "Broker")

WHEREAS the City owns the Sleeman Centre at 50 Woolwich Street, Guelph which contains [select either: club seats or VIP seats] ("Seats") available for use;

AND WHEREAS by way of [select either: Club Seat Holder License Agreements or VIP Seat Holder License Agreements], the City grants to [select either: Club Seat Holders or VIP Seat Holders] ("Licensees") rights to use the Seats;

AND WHEREAS the City wishes to be introduced to potential new Licensees;

AND WHEREAS the Broker wishes to find potential new Licensees and introduce them to the City;

NOW THEREFORE IN CONSIDERATION of the mutual promises, covenants and agreements herein contained the parties hereto agree as follows.

Role of the Broker

1. The Broker will attempt to find potential new Licensees for the City's Seats at the Sleeman Centre (the "Centre"), and will introduce them to the City.
2. A Licensee is "new" only if he/she/it/they never previously licensed a Seat at the Centre for any period or periods totaling more than one day, from either the City or the previous owner of the Centre.
3. The City will recognize the Broker as the person who introduced a potential new Licensee only if:
 - (a) the Broker (and no-one else) submits to the City a written Expression of Interest in Licensing a Seat, signed by the potential new Licensee;

- (b) the potential new Licensee acknowledges and confirms to the City that the Broker (and no-one else) obtained the Expression of Interest in Licensing a Seat from him/her/it/them; and
 - (c) the potential new Licensee actually enters a [*select either: Club Seat Holder License Agreement or VIP Seat Holder License Agreement*] with the City.
4. An Expression of Interest in Licensing a Seat may take the form as shown in Schedule "A" to this agreement.
 5. The Broker acknowledges that this agreement with the City is not exclusive to the Broker, that the City may enter similar agreements with other persons, and that the City may find potential new Licensees by itself.
 6. The Broker acknowledges that this agreement does not create the relationship of principal and agent, employer and employee, partners or joint venturers between the Broker and the City. Neither Party has any authority to bind or obligate the other.
 7. The Broker is not permitted to pass on (assign) any of the rights in this agreement to anyone else unless the City gives its written permission.

Role of the City

8. The City will negotiate with potential new Licensees introduced by the Broker, with the goal of entering [*select either: Club Seat Holder License Agreements or VIP Seat Holder License Agreements*] with them in respect of Seats at the Centre.
9. A [*select either: Club Seat Holder License Agreement or VIP Seat Holder License Agreement*] is "entered" only when it is fully signed and, where required, sealed by both the Licensee and the City.
10. The City is entitled to refuse to enter any proposed [*select either: Club Seat Holder License Agreement or VIP Seat Holder License Agreement*] unless and until all terms of such proposed agreement are completely satisfactory to it.
11. If the City actually enters a [*select either: Club Seat Holder License Agreement or VIP Seat Holder License Agreement*] with a Licensee who never previously licensed (whether from the City and/or the previous owner of the Centre) a Seat at the Centre for more than one day, then the City will pay the Broker, subject to the terms of this agreement, an Introduction Fee of 25% of the License Fee received by the City under the [*select either: Club Seat Holder License Agreement or VIP Seat Holder License Agreement*]. **The applicable fee will be paid on continuous uninterrupted renewals.**
12. Following are restrictions on the payment and amount of the Introduction Fee:
 - (a) The City is obliged to pay the Introduction Fee only when, and only to the extent that, the City itself actually receives payment from the Licensee of the License Fee pursuant to the [*select either: Club Seat Holder License Agreement or VIP Seat Holder License Agreement*].
 - (b) If the License Fee is reduced or prorated in any way, for any reason, the Introduction Fee is payable only on the reduced or prorated amount of the

- License Fee. If all or any part of the License Fee is unpaid in any way, for any reason, the Introduction Fee is not payable at all on any such unpaid amounts.
- (c) The Introduction Fee is based on only the License Fee received by the City pursuant to the [select either: Club Seat Holder License Agreement or VIP Seat Holder License Agreement], and not on any taxes in respect of the License Fee, or on any expenses, rentals, charges, prices, rates, costs, damages or any other amounts whatever.
 - (d) No more than a single Introduction Fee may be payable in respect of a single [select either: Club Seat Holder License Agreement or VIP Seat Holder License Agreement], regardless of how many joint Licensees of the Seat there may be.

Deleted: <#>The Introduction Fee is payable in respect of the License Fee for only the specified initial period of the [select either: Club Seat Holder License Agreement or VIP Seat Holder License Agreement] and not for any extension or renewal of that period. ¶

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Miscellaneous Terms

- 13. The Schedule to this agreement forms part of this agreement.
- 14. Either Party to this agreement may terminate it immediately at any time by giving written notice to the other Party as follows:

To the City:

To the Broker:

- 15. If either Party to this agreement forgives (waives) a particular breach of this agreement, that forgiveness is not a forgiveness of any other breach of this agreement.

SIGNING AND SEALING

The parties signify their agreement by signing and, where appropriate, sealing this agreement.

THE CORPORATION OF THE CITY OF GUELPH

Date:

Per: _____
 Name:
 Title:

Date:

Per: _____
 Name:
 Title:

Schedule "A"

Expression of Interest in Licensing a [select either: Club Seat or VIP Seat] ("Seat")

1. The undersigned is interested in discussing, with the Corporation of the City of Guelph, the purchase of the right to use (license) a Seat at the Guelph Sports and Entertainment Centre.
2. The undersigned has not ever previously licensed a Seat at the Guelph Sports and Entertainment Centre for more than one day, from either the City of Guelph or the previous owner of the Centre.
3. The person who solicited this Expression of Interest from me/us is

(Print name(s) of potential new Licensee(s))

(Signature(s))

(Print name of individual(s) signing)

(Date of signature(s))

DRAFT



City of Guelph

Report:

TO: Council – In Camera

DATE: June 18, 2007

SUBJECT: NAMING RIGHTS AND SPONSORSHIP AGREEMENTS FOR THE GUELPH SPORTS AND ENTERTAINMENT CENTRE, EXTENSION OF NAMING RIGHTS FOR THE RIVER RUN CENTRE FOYER, AND AN ADVERTISING AGREEMENT WITH THE GUELPH STORM HOCKEY CLUB.

RECOMMENDATION:

THAT the Mayor and City Clerk be authorized to sign the Naming Rights and Sponsorship Agreements and any related legal documents required therein with Sleeman Breweries Ltd. (Sleeman) for the Guelph Sports and Entertainment Centre (GSEC);

AND THAT the Mayor and City Clerk be authorized to sign an extension of the Pouring Rights Agreement with Sleeman Breweries Ltd for the River Run Centre, and the Naming Agreement with Sleeman Breweries Ltd. for the River Run Centre Foyer.

AND THAT the Mayor and City Clerk be authorized to sign the Advertising Rights Agreement with Guelph Storm Ltd.

AND THAT the summary attached hereto as Appendix A and dated June 18, 2007 be released to the public.

SUMMARY:

Since the City assumed operations of GSEC in 2005, staff has been negotiating with Sleeman for the Naming Rights and Sponsorship Agreements. The agreements include changing the name of GSEC to “Sleeman Centre” and giving Sleeman pouring rights at the GSEC.

For the 13 year Naming and Sponsorship Agreements, the City will receive the sum of one million dollars (\$1,000,000).

A Great Place to Call Home

BACKGROUND:

The City of Guelph took over the operation of the GSEC in August 2005. Since then, contractual negotiations have been carried out to develop the specific agreements required by Sleeman and the Guelph Storm Hockey Club.

REPORT:

The agreements have been summarized in this report, outlining the key points. Staff from Community Services, Corporate Services, Legal Services and the Finance Department has worked out the proposed agreements and have explored best practices in the development of these agreements.

The City's lease with the Guelph Storm Hockey Club does not give them any rights to naming or to interfere in any way with our ability to sell naming rights. However the lease does grant the Club the sole right to sell advertising in the Centre. As a result of this, the City will need to enter into an Advertising Rights Agreement with the Guelph Storm Hockey Club to accommodate the advertising needs of the Sleeman agreement with the City.

In summary, the agreement highlights are as follows:

Naming Rights Agreement: This is an agreement to name GSEC the "Sleeman Centre" for a term of 13 years (July 1, 2007 – June 30, 2020), for a price of **one million dollars (\$1,000,000)**. The proposed agreement contains an option for Sleeman to renew for a further ten years on the same terms and conditions, except for financial terms which will need to be renegotiated.

In addition to the one million dollars, the agreement provides for Sleeman to make additional payments for Marketing Initiatives totaling \$120,000 to improve the facility and maximize it's exposure. Sleeman must also pay for all of its internal and external signage. The City is to provide use of a suite in the GSEC to Sleeman.

The agreement does contain a provision which would allow Sleeman to terminate the agreement or reduce its contribution if the Ontario Hockey League Team permanently ceases to play at GSEC, or if there is a change in law or the OHL constitution that materially affects the advertising rights provided, or reduces the pouring rights available to Sleeman at the GSEC. The City may terminate the agreement if Sleeman defaults on its payment schedule. In the event the City decides to sell the facility, the City is required to arrange for the purchaser to assume the City's rights and obligations under the agreement, or to provide a cash payment to Sleeman. Either party may terminate the agreement for a breach not corrected within a 30 day notice period. Subject to the City's prior written approval, Acting Reasonably, the Company may change and replace a Centre Name or Centre Logo to another name or logo. Also, the Company may assign any Company Advertising Rights to any Person provided it has first delivered written notice of its intent to assign a Company Advertising Right to the City and the City has consented to such assignment.

It is understood that all the funds will be used exclusively for improvements at the GSEC.

Sponsorship Agreement: This agreement requires that GSEC sell only Sleeman Draught Beer and the maximum amount of Sleeman's products in bottles or cans that is permitted by law. The other products will be local brands as set out in the agreement. The parties agree to conform to the regulations of the Alcohol and Gaming Commission of Ontario. The agreement does contain a provision that will allow the City exceptions to pouring rights when a competing brewery is a title sponsor for a major event at the GSEC. Both proposed agreements, the Naming Rights and Sponsorship Agreements contain mutual insurance and indemnity clauses. Either party may terminate the agreement for a breach not corrected within a 30 day notice period. The Sponsorship Agreement terminates immediately upon the date of termination of the Naming Rights Agreement.

Extension of Naming Rights and Sponsorship at River Run Centre: In 1997 the City entered into a Naming Agreement with Sleeman Brewing and Malting Company Limited to name the foyer in the River Run Centre, the "Sleeman Atrium". The current agreement expires in 2007. The proposed agreement extends the terms of the existing agreement between Sleeman Breweries Ltd. and the River Run Centre for Naming Rights in the Foyer and pouring rights for a further period of 13 years. This is a stand alone agreement.

Marketing Agreement: This proposed agreement between the City of Guelph and the Guelph Storm Hockey Club is necessary as the Guelph Storm Hockey Club has an agreement with the City for advertising rights at the GSEC. The Guelph Storm Hockey Club will provide to the City certain advertising properties by way of this agreement in order to respond to the advertising needs of Sleeman. These advertising rights will be provided to Sleeman through the Naming Rights Agreement with the City.

Entering into the above agreements will benefit the City in the following ways:

A Great Place to Call Home

- Will provide the naming rights to the Centre that Council had wanted to be part of the original project
- Promote a local company and its name
- Support our local economy and keep or create jobs
- Generate approximately one million dollars to maintain and improve the facility
- Give the Centre a new beginning and new image
- Sleeman name has historical roots in Guelph

CORPORATE STRATEGIC PLAN:

To strengthen our economic base.
To have exemplary management practices.

FINANCIAL IMPLICATIONS:

Generally, the City will receive one million dollars (\$1,000,000) to be paid over the 13 year period (July 1, 2007 – June 30, 2020). In addition, there will be a number of facility, promotional and signage improvements. A portion of the funds will be used to offset the annual cost of the suite rental and agreed upon advertising costs to be paid to the Guelph Storm Hockey Club. The balance of the funds is to be reinvested in building infrastructure improvements.

DEPARTMENTAL CONSULTATION:

Legal Services, Finance Department, CAO's Office

COMMUNICATIONS:

To be determined

ATTACHMENTS:

Prepared By:
Rich Grau
GSEC Facility Manager
(519) 822-4900 ext. 204
Rich.grau@queph.ca

Recommended By:
Gus Stahlmann
Director of Community Services
(519) 837-5618 ext. 224
Gus.stahlmann@queph.ca

Approved for Presentation:
Member, Transitional Executive Team



City of Guelph

Community Services

Report: [Report Number]

TO: *Emergency Services, Community Services and Operations Committee*

DATE: *September 12, 2007*

SUBJECT: *South End Community Centre*

RECOMMENDATION:

THAT the report be received for information

SUMMARY:

At a meeting of Guelph City Council held on January 23, 2007, the following resolution was adopted:

"THAT the South End Community Centre be referred to the appropriate Standing Committee to review options for a multiuse facility, partnerships and financing."

In addition, staff has investigated the timing for building the South End Community Centre.

BACKGROUND:

A number of citizens have questioned the timing of the South End Community Centre, specifically when it might be built with the rate of growth that is being experienced in that part of the City.

REPORT:

The site of the future South End Recreation Centre has been identified at Bishop Macdonell High School, South End Community Park, and Larry J. Pearson Baseball Complex. Based on the funds currently available and those funds projected in the Capital Budget, this project would not begin construction until 2013. The feasibility study should be completed as close to the development of the project as possible because market conditions are continually changing.

Major projects such as a community centre are funded both from Development Charges and the general tax base. In the past the impetus for constructing a community centre was based on the follow considerations:

1. The facility is identified through the development of a Master Plan that has had extensive public involvement.
2. A feasibility study is undertaken to determine facility needs based on present and projected use to determine future needs and growth expectation to be accommodated in another facility.
3. Extensive public consultations occur to carry out projections based on supply, demand, and trends. This would become a source of public input and program design support.
4. A Financial Plan is developed, taking into consideration Development Charges and potential for community partner(s) including appropriate fundraising.

In looking at best practices, most of the municipalities carry out a Recreation and Parks Master Plan, and then follow up with a project-specific feasibility study to determine the space and program requirements. Our 1991 Master Plan recommended that land be acquired in the South End of Guelph for the development of a Community Park including a Community Centre. The acquired site has presently developed ball diamonds and a community park. A portion of the overall site was sold to the Separate School Board for the development of Bishop Macdonell High School.

In order to determine the type of facility to be constructed in the south end, a feasibility study must be carried out, so that the various functional space and building programs can be developed to determine the estimated project cost and development time lines. No funds have been set up in 2007 for this work.

As with the development of all other community centres in the City, programs and space requirements will be determined first and then used for the design and costing of the facility developed for budget purposes. If Committee wishes to move the timeline for the construction of the Centre forward, then a feasibility study could be carried out in 2008 for the South End Community Centre.

CORPORATE STRATEGIC PLAN:

Goal 1: An attractive, well-functioning and sustainable city

Goal 2: A healthy and safe community where life can be lived to the fullest

FINANCIAL IMPLICATIONS:

Estimate: \$23.7 Million

Development Charges: \$21.3 Million

Tax Base Support: \$2.4 Million

Annual Operating Costs: \$450,000 (based on 2007 operating costs for a comparable facility)

Consultant cost of \$89,000.

A Feasibility Study based on the budget schedule would commence in 2011, and the architectural design would be done in 2012.

DEPARTMENTAL CONSULTATION:

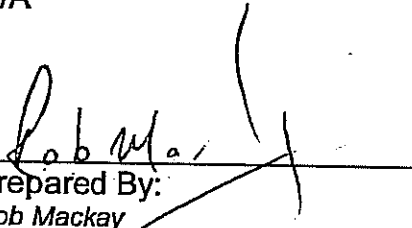
Finance Department

COMMUNICATIONS:

N/A

ATTACHMENTS:

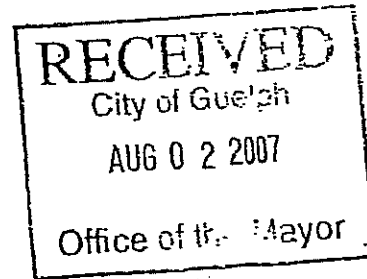
N/A



Prepared By:
Rob Mackay
Manager of Recreation and Culture Services
(519) 822-1260 ext. 2664
Rob.mackay@guelph.ca



Recommended By:
Gus Stahlmann
Director of Community Services
(519) 822-1260 ext. 2663
Gus.stahlmann@guelph.ca



Mayor Farbridge and Guelph City Council
59 Carden Street, City Hall
Guelph, Ontario
N1H 3A1

Dear Mayor Farbridge and Guelph City Council;

RE: SUPPORT FOR A SOUTH END COMMUNITY CENTRE

As you may know, the Guelph Neighbourhood Support Coalition consists of a network of neighbourhood groups, program partners and the City of Guelph. Our shared vision is for a community of healthy children, strong families, and vibrant neighbourhoods that embraces diversity, creates opportunities, and promotes a high quality of life for all.

We are writing to you with the hope that you will consider moving the South End Community Centre forward in the capital budget. The neighbourhood development and capacity building that has occurred over the past three years has been incredible. We are also encouraged by your support for the development of holistic neighbourhoods, where people services are not separated out from the land use services.

We believe that the South End Community Centre is a much needed facility for, not only for the Clairfields Neighbourhood, but for all residents.

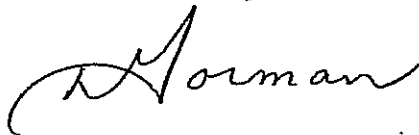
We envision a place where services are accessible and community partnerships thrive and will ensure the following;

- o That more families and children benefit from access to programs and services in their neighbourhoods;
- o Cost effective delivery of recreation and wellness programs occur through developing volunteer leadership and searching out all possible outside funding sources;
- o That formal agency services are integrated in the new neighbourhoods;
- o That adequate neighbourhood spaces are built and maintained and,
- o And, continue our strong neighbourhood development and citizen participation

We realize that you will be forced to make tough choices and decisions during the deliberation of the budget. During your deliberations, we respectfully request your support for moving the South End Community Centre forward. In so doing, you can be confident that you are voting in favour of making a big difference in many neighbourhoods across the city of Guelph.

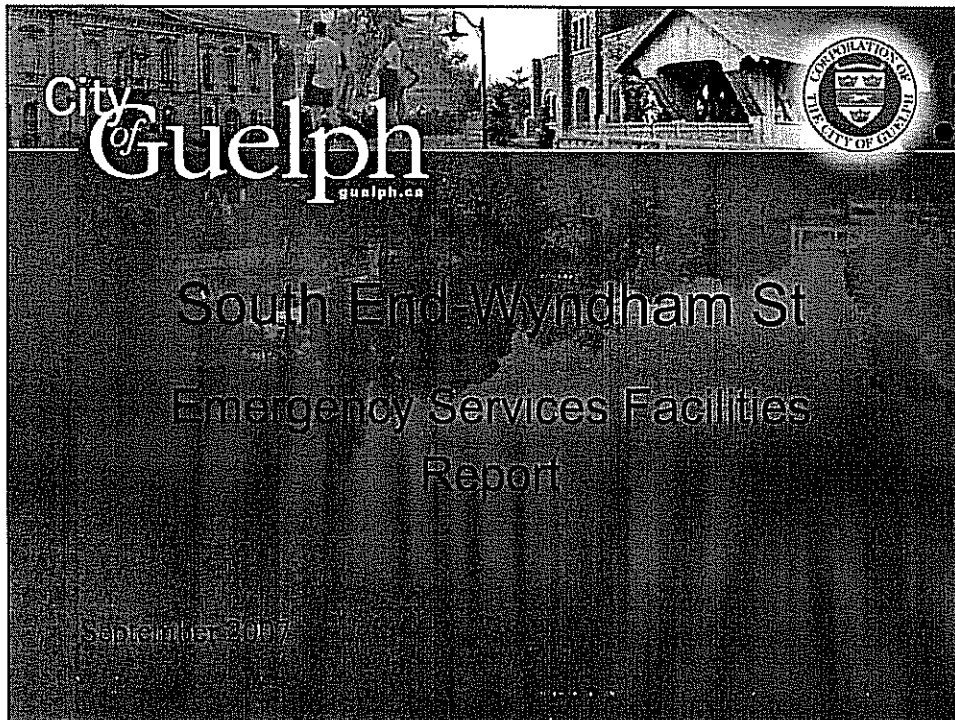
Thank you so much for your ongoing support.

Yours Sincerely,

A handwritten signature in cursive script that reads "Debbie Gorman". The signature is written in black ink and is positioned above the typed name.

Debbie Gorman
On behalf of the
Guelph Neighbourhood Support Coalition

c.c. Member Neighbourhood Groups and Partners
Gus Stahlmann, Director of Community Services



Purpose of Report:

- To present options for the utilization of the south end, Clair Rd property based on the future requirements of the City's Emergency Services, and
- To present a business plan for the continued use of the Wyndham St Fire Station.

2003 Fire Services Study Recommendations

Scenario #1 (5 stations)	Scenario #2 (6 stations)	Scenario #3 (5 stations)
<ul style="list-style-type: none"> •Station #1 Wyndham St. Decommissioned, Building & Property Sold •Station #2 Speedvale Ave. Remain in current location •Station #3 Stone Rd. Remain in current location •Station #4 Imperial Rd. Remain in current location •Addition of an East End Station in 2005 •Addition of a South End Fire Facility 	<ul style="list-style-type: none"> •Station #1 Wyndham St. Remain in current location •Station #2 Speedvale Ave. Remain in current location •Station #3 Stone Rd. Remain in current location •Station #4 Imperial Rd. Remain in current location •Addition of an East End Station in 2005 •Addition of a South End Fire Facility 	<ul style="list-style-type: none"> •Station #1 Wyndham St. Decommissioned, Building & Property Sold •Station #2 Speedvale Ave. Remain in current location •Station #3 Stone Rd. Relocated farther west. •Station #4 Imperial Rd. Remain in current location •Addition of an East End Station in 2004 •Addition of a South End Fire Facility

Scenario approved by council



Population Statistics

- 2007 – 118,000
- 2011 – 128,900
- 2021 – 144,500
- 2027 – 157,200 (Guelph Local Growth Management Study)
- 2031 – 175,000 – 195,000 (Places to Grow estimates)
- Concentration of growth appears to be in the south and central areas which supports the need for a south end fire station and a continued downtown fire response component.



Report Options

- The business report has focused on 4 options which;
 - Present the overall findings, both qualitatively and quantitatively
 - Make a recommendation on the most effective model that is not simply based on cost but also on today's and tomorrow's needs.

City
Guelph

4 Options For Emergency Services

*Scenario #1(5 stations)

- Present fire sub-station locations remain as is
- Wyndham St. Fire HQ is decommissioned – new HQ built in south end (no fire response from Wyndham St)
- Police build their proposed facility on the Clair Rd site
- Ambulance remain at Harvard Rd and Elmira Rd stations

•Capital Cost \$11,800,00.00

Scenario #2 (6 stations)

- Present fire sub-station locations remain as is
- Wyndham St. Fire HQ Remains as HQ (1-truck response)
- Police build their proposed facility on the Clair Rd site
- A new fire station be built on Clair Rd site
- Ambulance stations remain at their present City locations.

•Capital Cost \$8,150,000.00

*Based on 2003 option

City
Guelph

4 Options For Emergency Services

Scenario #3 (6 stations)

- Wyndham St. Fire HQ Remains as HQ (1-truck response)
- Police build their proposed facility on the Clair Rd site
- A new fire station be built on Clair Rd site
- Ambulance relocate Harvard Rd station to Clair Rd and build a larger facility to accommodate their needs (more opportunity for shared usage)
- Capital Cost \$9,575,000.00

Scenario #4 (6 stations)

- Wyndham St. becomes HQ for RCA and a 1 truck fire response
- Police build their proposed facility on the Clair Rd site
- Fire HQ with Support Services is built on the Clair Rd site
- Clair Rd becomes shared police and fire facility
- Capital Cost \$12,085,00.00

City
Guelph

Recommendation

- After analyzing all the collected data, it is recommended that option #3 be approved as it provides:
 1. A cost effective alternative that provides a fire response component in the south end and continues with a fire response/presence in the City's downtown core
 2. It will address growth and response requirements for all of the three emergency services
 3. Offers a cost sharing component with Police and Ambulance through the use of shared meeting and training facilities at the Clair Rd site
 4. By keeping the Wyndham St facility, we have future options for any growth related issues that the emergency service may encounter

City
Guelph

Quantitative vs. Qualitative

- Option #1
 - Overall capital cost \$11,800,000.00
 - Does not address growth needs for RCA
 - There is a shared facility usage for emergency services (meeting/training)
 - Cost 2 million more than option #3,
- Option #2
 - Overall capital cost \$8,150,000.00
 - Meets the 6-fire station model
 - Does not address growth needs of RCA
 - Fewer savings on shared police/fire facility relating to meeting/training rooms
 - Lowest costing but not most effective in the area of addressing emergency services needs

City
Guelph

Quantitative vs. Qualitative

- Option #3
 - Overall capital cost \$9,575,000.00
 - Meets the 6-fire station model
 - Allows for growth needs for Police & Ambulance
 - Wyndham St fire station remains, with a south end fire station
 - More of an option for shared facility usage for emergency services
 - Savings of \$2.5 million from option #4 and over \$1.6 million from the capital budget
- Option #4
 - Overall capital cost \$12,085,000.00 (most costly)
 - Meets the 6-fire station model
 - Allows for growth needs for fire, police and ambulance
 - One truck Fire response component remains at Wyndham St
 - Potential for shared facilities savings between fire and police

City
Guelph

**REPORT OF THE FINANCE, ADMINISTRATION AND CORPORATE SERVICES
COMMITTEE**

September 17, 2007

Her Worship the Mayor and
Councillors of the City of Guelph

Your Finance, Administration and Corporate Services Committee beg leave to present this their SEVENTH REPORT as recommended at its meeting of September 5, 2007;

CLAUSE 1. THAT the 2006 Consolidated Financial Statements for the city of Guelph, as audited by Deloitte & Touche LLP, be received.

CLAUSE 2. THAT Council approve the attached Recreation User Fee & Pricing Policy to be applied in the 2008 budget process. The user fee policy is subject to review every three years or as necessary, based on the operating needs of the Recreation Division;

AND THAT the overall guideline for municipal contribution to fund the Recreation Division for the 2008 budget process be set at 42% subsidy of the tax base;

AND THAT staff be directed to complete a comprehensive review of all use rates and fees at a later date.

CLAUSE 3. THAT Council approve the attached Transit Fare Policy;

AND THAT the overall guideline for municipal contribution to fund public transit for the 2008 budget process be set at 55% subsidy of the tax base

AND THAT staff be directed to complete a comprehensive review of all user rates and fees at a later date.

CLAUSE 4. THAT staff be directed to set up a Reserve called the "Sleeman Centre Naming Rights Capital Reserve" and the Rights Fee received under the Naming Rights and Sponsorship agreements will be deposited to this reserve fund.

AND THAT the funds be used for future capital projects and improvements to the Sleeman Centre.

All of which is respectfully submitted.

Councillor Karl Wettstein, Chair
Finance, Administration & Corporate Services
Committee



City
of Guelph
FINANCE

TO: Finance, Administration & Corporate Services Committee

DATE: September 5, 2007

SUBJECT: 2006 CONSOLIDATED FINANCIAL STATEMENTS

RECOMMENDATION:

That the 2006 Consolidated Financial Statements for the City of Guelph, as audited by Deloitte & Touche LLP, be approved.

BACKGROUND:

The City's financial statements were prepared in accordance with Generally Accepted Accounting Principles for local government as recommended by the Public Sector Accounting Board of the Canadian Institute of Chartered Accountants. They have been audited by Deloitte & Touche LLP, Chartered Accountants.

Mr. Peter Barr of Deloitte & Touche LLP will be in attendance at the meeting to answer any questions related to the 2006 Consolidated Financial Statements.

REPORT:

The City of Guelph continued to display encouraging financial results in 2006. The significant year-ended highlights when compared to 2005 include:

- A tax supported surplus of \$3.5 million;
- Cash and investments grew by \$43.2 million to \$130.1 million; and
- Deferred revenue, reserve and reserve funds grew by \$14.7 million to \$91.3 million

The Consolidated Statement of Financial Position is the municipal equivalent of the private sector's balance sheet except that physical assets such as buildings and equipment are not shown. This statement is useful in evaluating the municipality's ability to finance its activities and its ability to provide for future services and obligations.

Consolidated Statement of Financial Activities is the municipal equivalent of the private sector's income statement, providing a summary of the sources, allocation and use of financial resources throughout the reporting period.

The Consolidated Statement of Changes in Financial Position explains how the City financed its activities and met its cash requirements, resulting in a change in cash over the reporting period.

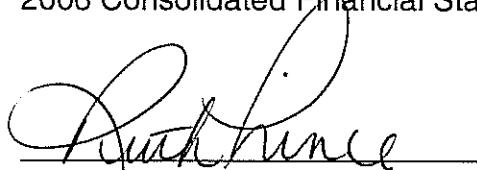
The Notes to the Financial Statements provide additional information to explain or supplement the financial statements including disclosure of accounting policies and the basis of consolidation.

COMMUNICATIONS:

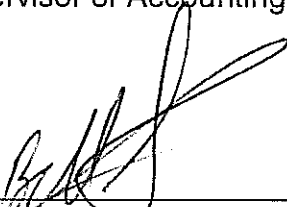
The Ministry of Municipal Affairs and Housing requires the financial statements to be published within the community, at least in summary form, for the information of our ratepayers. In accordance with Section 295(1) of the Municipal Act, 2001, the 2006 consolidated financial statements will be posted on the City's web page.

ATTACHMENTS:

2006 Consolidated Financial Statements



Prepared By:
Ruth Prince
Supervisor of Accounting



Recommended By:
Bill Stewart
Acting Director of Finance

Consolidated Financial Statements of

CITY OF GUELPH

December 31, 2006

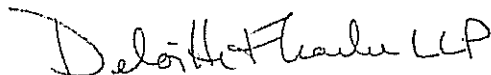
Auditors' Report

To the Members of Council,
Inhabitants and Ratepayers of the
Corporation of The City of Guelph:

We have audited the consolidated statement of financial position of the Corporation of The City of Guelph as at December 31, 2006 and the consolidated statement of financial activities and changes in financial position for the year then ended. These financial statements are the responsibility of the City's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we plan and perform an audit to obtain reasonable assurance whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation.

In our opinion, these consolidated financial statements present fairly, in all material respects, the financial position of the City as at December 31, 2006 and the results of its financial activities and changes in its financial position for the year then ended in accordance with Canadian generally accepted accounting principles.



Chartered Accountants
Licensed Public Accountants

May 25, 2007

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CITY OF GUELPH**Consolidated Statement of Financial Position**

December 31, 2006

	2006	2005
FINANCIAL ASSETS		
Cash	\$ 89,003,864	\$ 61,124,202
Investments (Note 4)	41,167,733	25,791,828
Taxes receivable	4,524,954	3,628,073
Accounts receivable	15,155,248	12,320,947
Other current assets	389,557	372,004
Long-term accounts receivable	21,000	39,000
Investment in Guelph Junction Railway (Note 12)	5,542,953	5,433,426
Investment in Guelph Hydro Inc. (Note 11)	70,321,000	66,990,000
TOTAL FINANCIAL ASSETS	\$ 226,126,309	\$ 175,699,480
LIABILITIES		
Accounts payable and accrued liabilities	\$ 27,524,314	\$ 24,335,641
Other current liabilities	10,429,042	9,252,486
Employee future benefits (Note 6)	23,456,887	21,099,287
Accrued interest payable	914,350	343,660
Deferred revenue (Note 10)	19,503,022	21,348,458
Landfill post-closure liability (Note 14)	7,800,000	8,500,000
Net long-term liabilities (Note 7)	115,729,889	93,694,984
TOTAL LIABILITIES	205,357,504	178,574,516
MUNICIPAL POSITION		
Operating fund (Note 9)	77,303,254	73,577,792
Capital fund (Note 9)	24,146,030	(2,967,342)
Reserves (Note 10)	63,317,091	45,706,541
Reserve funds (Note 10)	8,501,241	9,533,582
	173,267,616	125,850,573
Amounts to be recovered (Note 9)	(152,498,811)	(128,725,609)
TOTAL MUNICIPAL POSITION	20,768,805	(2,875,036)
TOTAL LIABILITIES AND MUNICIPAL POSITION	\$ 226,126,309	\$ 175,699,480

The accompanying notes are an integral part of this financial statement.

CITY OF GUELPH
Consolidated Statement of Financial Activities
Year Ended December 31, 2006

	2006	2005
REVENUES		
TAXATION AND USER CHARGES		
Property taxation - own purpose	\$ 127,878,175	\$ 119,406,296
Property taxation - education purposes	55,102,178	54,508,259
Taxation from other governments	4,016,058	4,203,775
User charges	58,344,306	58,259,781
	<u>245,340,717</u>	<u>236,378,111</u>
Deduct: Amounts received or receivable for region or county, and school boards (Note 2)	(55,103,858)	(54,509,458)
	<u>190,236,859</u>	<u>181,868,653</u>
GRANTS		
Government of Canada	7,199,274	2,166,739
Province of Ontario	59,506,741	49,208,721
	<u>66,706,015</u>	<u>51,375,460</u>
OTHER		
Contributions from developers	11,797,035	13,486,770
Change in deferred revenue	1,845,436	(4,411,479)
Investment income	12,374,795	18,280,008
Other	18,087,979	11,904,618
Penalties and interest on taxes	1,047,950	849,825
	<u>45,153,195</u>	<u>40,109,742</u>
	<u>302,096,069</u>	<u>273,353,855</u>
EXPENDITURES		
CURRENT		
General government	17,744,506	16,480,934
Protection to persons and property	46,595,780	41,732,142
Transportation services	31,508,259	31,159,099
Environmental services	29,841,768	29,048,401
Health services	15,932,492	15,204,073
Social and family services	60,600,778	56,363,654
Recreation and cultural services	21,158,038	19,420,751
Planning and development	3,481,417	4,111,140
	<u>226,863,038</u>	<u>213,520,194</u>
CAPITAL		
General government	8,301,777	1,872,435
Protection to persons and property	1,301,496	3,142,069
Transportation services	23,393,331	18,182,890
Environmental services	16,584,732	7,735,978
Health services	167,560	-
Recreation and cultural services	1,767,592	14,516,310
Planning and development	1,201,733	841,328
	<u>52,718,224</u>	<u>46,291,010</u>
	<u>279,581,259</u>	<u>259,811,204</u>
NET REVENUES	22,514,810	13,542,651
FINANCING AND OTHER		
Debt issued	31,180,000	10,299,276
Debt principal repayment	(7,896,044)	(9,074,538)
Amounts to be recovered	1,618,278	1,766,423
	<u>24,902,234</u>	<u>2,991,161</u>
CHANGE IN FUND BALANCE	47,417,044	16,533,812
OPENING FUND BALANCE	125,850,573	109,316,762
ENDING FUND BALANCE	\$ 173,267,616	\$ 125,850,573

The accompanying notes are an integral part of this financial statement.

CITY OF GUELPH
Consolidated Statement of Changes in Financial Position
Year Ended December 31, 2006

	2006	2005
OPERATIONS		
Net revenues	\$ 22,514,810	\$ 13,542,651
Amortization of capital costs	1,177,722	1,069,988
Uses:		
Increase in accounts receivable	(2,834,299)	(1,432,809)
Increase in taxes receivable	(896,881)	(227,503)
Increase in other current assets	(17,554)	(31,432)
Decrease in accrued interest on long-term liabilities	-	(87,266)
Decrease in landfill post-closure liability	(700,000)	-
Decrease in bank loans	-	(1,377,200)
Decrease in other liabilities	-	(106,350)
Decrease in deferred revenue	(1,845,436)	-
	(6,294,170)	(3,262,560)
Sources:		
Decrease in long-term accounts receivable	18,000	4,615,070
Increase in employee future benefits	2,357,600	1,343,044
Increase in deferred revenue	-	4,411,479
Increase in accounts payable and accrued liabilities	3,188,672	4,971,452
Increase in landfill post-closure liability	-	200,000
Increase in accrued interest on long-term liabilities	570,690	-
Increase in other current liabilities	1,176,557	2,095,781
	7,311,518	17,636,826
Net increase in cash from operations	24,709,880	28,986,905
INVESTING		
Increase in long-term investments	(17,687,402)	(22,526,111)
Net increase in cash from investing	(17,687,402)	(22,526,111)
FINANCING		
Long-term debt issued	31,180,000	10,299,276
Long-term debt repaid	(10,322,816)	(10,144,526)
Net increase in cash from financing	20,857,184	154,750
NET CHANGES IN CASH AND CASH EQUIVALENTS	27,879,662	6,615,544
OPENING CASH AND CASH FLOW EQUIVALENTS	61,124,202	54,508,658
CLOSING CASH AND CASH EQUIVALENTS	\$ 89,003,864	\$ 61,124,202

The accompanying notes are an integral part of this financial statement.

CITY OF GUELPH
Notes to the Financial Statements
December 31, 2006

1. ACCOUNTING POLICIES

The consolidated financial statements of municipality are prepared by management in accordance with local government accounting standards established by the Public Sector Accounting Board of the Canadian Institute of Chartered Accountants. Significant aspects of the accounting policies adopted by the City are as follows:

Basis of consolidation

a) Consolidated entities

The consolidated financial statements reflect the assets, liabilities, revenues, expenditures and changes in fund balances and in financial position of the reporting entity. The reporting entity is comprised of all services and enterprises accountable for the administration of their financial affairs and resources to the City and which are owned or controlled by the City.

Guelph Public Library Board
Guelph Police Services Board
Guelph Civic Museum
Guelph Non-Profit Housing Corporation

All interfund assets and liabilities, and sources of financing and expenditures are eliminated.

The Guelph Non-Profit Housing Corporation (GNPHC) is fully consolidated in these financial statements. GNPHC's fiscal year ends March 31, which does not coincide with the City's fiscal year. In prior years, GNPHC was consolidated using the fiscal year ending March 31 of the City's fiscal year. GNPHC is now consolidated using the fiscal year ending March 31 immediately following the City's fiscal year as this more nearly coincides with the City's fiscal year.

b) Proportionately consolidated entities

The City reports only its share of assets, liabilities and results of operations of any government partnerships in which it participates. The City participates in the Wellington-Dufferin-Guelph Health Unit to the extent of 46% (2005 – 46%) based on population, as stated in agreement with the other participants. The City also participates in the operations of Social Services and Social Housing, which are services provided by the County of Wellington. The City's share of these operations are 76.75% and 75% (2005 – 74% and 75%) respectively.

CITY OF GUELPH
Notes to the Financial Statements
December 31, 2006

1. ACCOUNTING POLICIES (continued)

c) Non-consolidated entities

The following local boards and utilities are not consolidated:

School Boards
Guelph General Hospital Commission
Downtown Board of Management
Guelph Cemetery Commission
The Elliott

The investments in Guelph Hydro Inc. and Guelph Junction Railway are accounted for on a modified equity basis, consistent with the generally accepted accounting treatment for government business enterprises. Under the modified equity basis, the business enterprise's accounting principles are not adjusted to conform with those of the city, and inter-organizational transactions and balances are not eliminated.

d) Accounting for school board transactions

The taxation and other revenues with respect to the operations of the school boards are reflected in the Consolidated Statement of Operations but with no effect on the Municipal Fund balances since the total is shown as a deduction.

In addition, the expenditures, assets and liabilities with respect to the operations of the school boards are not reflected in these financial statements except to the extent that any over levies are reported on the Consolidated Balance Sheet as "other current liabilities".

e) Trust funds

Trust funds and their related operations administered by the municipality are not consolidated, but are reported separately on the Trust Funds Statement of Continuity and Balance Sheet.

Basis of accounting

a) Accrual basis of accounting

Revenue and expenses are reported on the accrual basis of accounting. The accrual basis of accounting recognizes revenues as they become available and measurable; expenses are recognized, as they are incurred and measurable as a result of receipt of goods or services and the creation of a legal obligation to pay.

b) Capital assets

The historical cost and accumulated depreciation of capital assets are not reported for municipal purposes. Capital assets are reported as an expenditure on the Consolidated Statement of Financial Activities in the year of acquisition.

CITY OF GUELPH
Notes to the Financial Statements
December 31, 2006

1. ACCOUNTING POLICIES (continued)

c) Reserves and reserve funds

Certain amounts, as approved by City Council, are set aside in reserves and reserves funds for future operating and capital purposes. Transfers to and/or from reserves and reserve funds are an adjustment to the respective fund when approved.

d) Deferred revenue

Deferred revenues represent user charges and fees and development charges which have been collected but for which the related services or expenditures have yet to be performed. These amounts will be recognized in the fiscal year the services or expenditures are performed.

e) Fund accounting

Funds within the consolidated financial statements consist of the current fund, capital fund and reserves and reserve funds. Transfers between funds are recorded as adjustments to the appropriate fund balance.

f) Use of estimates

Since the precise determination of many assets and liabilities is dependent upon future events, the preparation of periodic financial statements necessarily involves the use of estimates and approximation. These have been made using careful judgments.

g) Government transfers

Government transfers are recognized in the financial statements in the period in which the events giving rise to the transfer occur, providing that the transfers are authorized, any eligibility criteria have been met, and reasonable estimates of the amounts can be made.

2. OPERATIONS OF SCHOOL BOARDS

The taxation, other revenues, expenses and levies of the school boards are comprised of the following:

	<u>2006</u>	<u>2005</u>
Taxation	\$ 55,102,178	\$ 54,508,259
Payment in lieu	1,680	1,199
	<u>55,103,858</u>	<u>54,509,458</u>
Requisitions	55,103,858	54,509,458
Overlevy (underlevy) for the year	\$ -	\$ -

CITY OF GUELPH
Notes to the Financial Statements
December 31, 2006

3. CONTRIBUTIONS TO OTHER ENTITIES

	<u>2006</u>	<u>2005</u>
Downtown Board of Management	\$ 388,457	\$ 407,716
Grand River Conservation Authority	1,058,358	967,356
Joint Social Services Committee	43,091,012	40,328,880
MacDonald Stewart Art Centre	127,000	127,000
Municipal Property Assessment Corporation	1,242,229	1,224,844
	<u>\$ 45,907,056</u>	<u>\$ 43,055,796</u>

4. INVESTMENTS

The investments of \$41,167,733 are recorded at cost. The cost and market values are as follows:

	<u>2006</u>	<u>2005</u>
Cost	\$ 41,167,733	\$ 25,791,828
Market Value	41,526,746	26,021,012

5. PENSION AGREEMENTS

The municipality makes contributions to the Ontario Municipal Employees Retirement Fund (OMERS) which is a multi-employer plan, on behalf of the 1,223 (2005 – 1,164) members of its staff. The plan is a defined benefit plan which specifies the amount of the retirement benefit to be received by the employees based on the length of service and rates of pay.

The amount contributed to OMERS for 2006 was \$4,996,515 (2005 - \$4,445,850) for current service and this is included on the Consolidated Statement of Financial Activities. As at December 31, 2006, the City has no obligation under the past service provisions of the OMERS agreement.

CITY OF GUELPH
Notes to the Financial Statements
December 31, 2006

6. EMPLOYEE BENEFITS AND OTHER LIABILITIES

Summary of Employee Benefits and Other Liabilities

Future payments required for:	2006	2005
Banked overtime	\$ 804,521	\$ 745,702
WSIB	2,242,442	2,202,274
Retiree benefits	9,748,965	10,394,514
Sick leave	7,445,819	4,864,744
Vacation pay liability	3,215,140	2,892,053
Total	\$ 23,456,887	\$ 21,099,287

a) Liability for banked overtime

Under the Employee Benefit Plan, unused banked overtime can accumulate and certain employees may become entitled to a cash payment upon termination of services.

b) Liability for Workplace Safety & Insurance ("WSIB")

The City is a Schedule II employer under the Workplace Safety and Insurance Act. As a Schedule II employer, the City assumes the liability for any award made under the Act.

Using extrapolation, the 2006 liability has been estimated at \$2,242,442 (2005 - \$2,202,274). The calculations were based on a discount rate of 5.0% (2005 - 6.0%) and an inflation rate for benefits of 2.0% (2005 - 4.0%). An actuarial valuation update of the future liability for WSIB benefits was conducted as at December 31, 2006. A reserve fund in the amount of \$1,375,714 (2005 - \$1,398,380) has been provided for this liability.

c) Retirement benefits

The City provides dental and health care benefits between the time an employee retires under the Ontario Municipal Employees Retirement System (OMERS), or retires at a normal retirement age, up to the age of 65.

A liability of \$9,748,965 (2005 - \$10,394,514) has been reported on the Consolidated Statement of Financial Position for the liability accruing to existing employees for health care, dental and life benefits and for retired employees for health, dental and life benefits coverage. The amounts reported are based on an extrapolation of an actuarial valuation update conducted as at December 31, 2006. The calculations were based on a discount rate of 5.0% (2005 - 6.0%) and inflation rates for benefit premiums of 4.0% to 7.667% (2005 - 4.0% to 9.33%).

CITY OF GUELPH
Notes to the Financial Statements
December 31, 2006

6. EMPLOYEE BENEFITS AND OTHER LIABILITIES (continued)

d) Sick leave

Under the sick leave benefit plan, unused sick leave can accumulate and certain employees may become entitled to a cash payment when they leave the Municipality's employment.

The liability for these accumulated days, to the extent that they have vested and could be taken in cash by an employee on terminating, amounted to \$7,445,819 (2005 - \$4,864,744) at the end of the year. The amounts reported are based on an actuarial valuation conducted as at December 31, 2006 using a discount rate of 5.0% (2005 - 6.0%) and assuming an inflation rate of 2.0% (2005 - 3.0%)

A reserve fund has been provided to fund the cost of future employee benefits provided by the City. The balance at the end of the year was \$10,078,693 (2005 - \$9,083,762).

e) Vacation pay liability

The vacation year is from July 1 to June 30. Vacations are earned in the calendar year before July 1st and become due and maybe taken anytime during the following twelve months.

7. NET LONG-TERM LIABILITIES

a)	2006	2005
Total long-term liabilities incurred by the municipality including those incurred on behalf of municipal enterprises and outstanding at the end of the year amount to	\$ 142,614,889	\$ 122,744,984
Of the long-term liabilities shown above, the responsibility for a portion of the payment of principal and interest charges has been assumed by municipal utilities and school boards. As of Dec 31, the outstanding principal amount of this liability is	26,885,000	29,050,000
Net long-term liabilities at the end of the year	\$ 115,729,889	\$ 93,694,984

CITY OF GUELPH
Notes to the Financial Statements
December 31, 2006

7. NET LONG-TERM LIABILITIES (continued)

Of the net long-term liabilities reported in (a), \$37,699,166 in principal payments are payable from 2007 to 2011, \$31,055,622 from 2012 to 2016, and \$46,975,101 is repayable for social housing. These principal payments are summarized as follows:

	<u>2007 - 2011</u>	<u>2012 - 2016</u>	<u>Social Housing</u>
From General Municipal revenues	\$ 29,885,643	\$ 26,169,769	\$ -
From reserve funds	7,813,523	4,885,853	-
From Guelph Non-Profit Housing	-	-	46,975,101
	<u>\$ 37,699,166</u>	<u>\$ 31,055,622</u>	<u>\$ 46,975,101</u>

b) All net long-term liabilities on the Consolidated Balance Sheet are payable in Canadian dollars.

c) The long-term liabilities in (a) issued in the name of the municipality and approved by Council have received approval of the Ontario Municipal Board prior to January 1, 1993. Those issues approved by Council after December 31, 1992 have been approved by by-law. The annual principal and interest payments required to service these liabilities are within the annual debt repayment limit prescribed by the Ministry of Municipal Affairs and Housing.

8. CHARGES FOR NET LONG-TERM LIABILITIES

Total charges for the year for net long-term liabilities which are reported on the Consolidated Statement of Financial Activities are as follows:

	<u>2006</u>	<u>2005</u>
Principal payments	\$ 7,896,044	\$ 9,074,538
Interest	5,326,504	5,259,213
	<u>\$ 13,222,548</u>	<u>\$ 14,333,751</u>

CITY OF GUELPH
Notes to the Financial Statements
December 31, 2006

9. MUNICIPAL FUND BALANCES

- a) The balances on the Consolidated Statement of Operations of municipal surplus (deficit) at the end of the year are comprised of the following:

	<u>2006</u>	<u>2005</u>
Guelph Non Profit Housing Corporation	\$ 1,439,301	\$ 1,154,366
Guelph Junction Railway	5,542,953	5,433,426
Guelph Hydro	70,321,000	66,990,000
	<u>77,303,254</u>	<u>73,577,792</u>
Capital fund	24,146,030	(2,967,342)
	<u>\$ 101,449,284</u>	<u>\$ 70,610,450</u>

The general revenue surplus available for the general reduction of taxation for the fiscal year ended December 31, 2006 was \$3,564,082 (2005 - \$1,619,380) and this amount was allocated as follows:

	<u>2006</u>	<u>2005</u>
Capital police reserve	\$ 909,000	\$ -
Capital library reserve	488,000	-
Rate stabilization reserve	2,167,082	1,619,380
	<u>\$ 3,564,082</u>	<u>\$ 1,619,380</u>

CITY OF GUELPH
Notes to the Financial Statements
December 31, 2006

9. MUNICIPAL FUND BALANCES (continued)

b) Capital Fund

The balance of the Capital Fund represents the net position of all capital projects.

An analysis of this amount shows the following breakdown:

	<u>2006</u>	<u>2005</u>
Where the financing is greater than the cost incurred to date	\$ 37,018,082	\$ 13,516,920
Where the incurred costs are greater than the financing to date (Note 10 (c))	(12,872,052)	(16,484,262)
	<u>\$ 24,146,030</u>	<u>\$ (2,967,342)</u>

c) Unfunded work in process

Unfunded work in process consists of capital works for which permanent financing has not been obtained and/or allocated to the Capital Fund as of December 31, 2006.

Unfunded work in process is to be funded in future years as follows:

	<u>2006</u>	<u>2005</u>
Transfers from future operating funds	\$ 430,050	\$ 787,825
Transfers from reserves and reserve funds	7,854,449	5,903,748
Proceeds from long-term liabilities	3,520,080	8,021,900
Other including user fees and grants	1,067,473	1,770,789
	<u>\$ 12,872,052</u>	<u>\$ 16,484,262</u>

CITY OF GUELPH
Notes to the Financial Statements
December 31, 2006

9. MUNICIPAL FUND BALANCES (continued)

d) Amounts to be recovered

Amounts to be recovered include the gross amount of the following items at year-end, some of which have been funded through reserves as outlined in Note 10.

	<u>2006</u>	<u>2005</u>
Inventory and prepaids previously recorded	\$ 2,020,506	\$ 2,630,518
Employee future benefits (Note 6)	23,456,887	21,099,287
Interest payable	914,350	343,660
Landfill closure and post-closure liability	7,800,000	8,500,000
Capital outlay financed by long-term liabilities and to be recovered in future years	118,307,068	96,152,144
	<u>\$ 152,498,811</u>	<u>\$ 128,725,609</u>

CITY OF GUELPH
Notes to the Financial Statements
December 31, 2006

10. RESERVES, RESERVE FUNDS AND DEFERRED REVENUE

The total balances of reserves, reserve funds, and deferred revenue are comprised of the following:

	<u>2006</u>	<u>2005</u>
Reserves set aside for specific purpose by Council:		
for capital financing purposes	\$ 39,261,952	\$ 21,097,576
for acquisition of fixed assets	8,782,563	8,357,090
for working capital	6,785,726	7,806,596
for parking	353,372	353,372
for sewage disposal	4,377,861	4,633,509
for waterworks	331,190	53,140
Reserves set aside by Guelph Non-Profit Housing Corporation		
for capital financing purposes	2,724,439	2,749,844
Reserves set aside by Wellington-Dufferin-Guelph Health Unit		
for contingency	36,733	35,282
for capital financing purposes	453,014	424,491
for sick leave	29,701	28,003
for vacation pay	180,540	167,638
Total reserves	\$ 63,317,091	\$ 45,706,541
Reserve funds set aside for specific purpose by Council:		
for industrial development	\$ (4,497,648)	\$ (2,380,884)
for landfill compensation fund	498,181	411,674
for land ambulance	223,954	231,832
for road widening	822,347	788,818
for workers' compensation	1,375,714	1,398,380
for employee future benefits	10,078,693	9,083,762
Total reserve funds	\$ 8,501,241	\$ 9,533,582
Deferred revenue set aside for specific purpose by legislation, regulation or agreement:		
for transit purposes (Provincial Gas Tax)	\$ 1,903,883	\$ 473,246
for environmentally sustainable infrastr. (Fed. Gas Tax)	2,416,112	2,111,652
for building services	437,241	174,771
for park purposes	(227,602)	(170,143)
for development charges	14,973,388	18,758,932
Total deferred revenue	\$ 19,503,022	\$ 21,348,458

CITY OF GUELPH
Notes to the Financial Statements
December 31, 2006

11. INVESTMENT IN GUELPH HYDRO INC.

The City of Guelph owns 100% of Guelph Hydro Inc., which in turn owns 100% of Guelph Hydro Electric Services, Inc., Fibrewired by Guelph Hydro Inc., and Selectpower Inc. and over 99% of Wellington Electric Distribution Company Inc. As business enterprises of the City of Guelph, they are accounted for on a Modified Equity basis in these financial statements. The Corporations are the electricity distribution utilities for the City's residents. The following table provides condensed supplementary financial information for the Corporation for the year ended December 31:

	2006 (000's)	2005 (000's)
Financial position		
Current assets	\$ 36,858	\$ 39,884
Capital assets	89,225	84,012
Regulatory assets	-	3,761
Long-term investments	5,125	4,173
Deferred charges and other assets	42	134
Future income taxes	10,592	9,423
Total assets	141,842	141,387
Current liabilities	26,745	26,027
Customer deposits	2,751	2,367
Long-term liabilities	42,025	46,003
Total liabilities	71,521	74,397
Net assets	\$ 70,321	\$ 66,990
Results of operations		
Revenues	\$ 135,017	\$ 161,801
Cost of sales	109,174	136,717
Operating expenses	18,354	18,953
Income tax	1,255	2,511
Total expenses	128,783	158,181
Results of discontinued operations	(1,403)	-
Net income	\$ 4,831	\$ 3,620

CITY OF GUELPH
Notes to the Financial Statements
December 31, 2006

12. INVESTMENT IN GUELPH JUNCTION RAILWAY

The City of Guelph owns 100% of Guelph Junction Railway. As a business enterprise of the City of Guelph, it is accounted for on a Modified Equity basis in these financial statements. The following table provides condensed supplementary financial information for the Corporation for the year ended December 31:

	2006 (000's)	2005 (000's)
Financial position		
Current assets	\$ 718	\$ 795
Capital assets	5,658	5,768
Total assets	6,376	6,563
Current liabilities	833	1,130
Total liabilities	833	1,130
Net assets	\$ 5,543	\$ 5,434
Results of operations		
Revenues	\$ 1,550	\$ 1,464
Operating expenses	1,441	1,503
Net income (loss)	\$ 109	\$ (39)

13. CONTINGENCIES

- a) The City has become the owner of a previously registered commercial property. While an independent estimate of the environmental clean-up costs has been done, the total costs are dependant on anticipated future use of the property. The City has not yet decided on the use of this property and accordingly, no accrual has been made for the costs of restoring the property. To date \$2,080,380 (2005 - \$2,080,380) has been spent and charged to the capital fund.
- b) From time to time, the City may be involved in other claims in the normal course of business. Management assesses such claims and where considered likely to be material exposure and, where the amount of the claim is quantifiable, provisions for loss are made based on management's assessment of likely outcome. The City does not provide for claims that are considered unlikely to result in a significant loss, claims for which the outcome is not determinable or claims where the amount of loss cannot be reasonably estimated. Any settlements or awards under such claims are provided when reasonably determinable.

CITY OF GUELPH
Notes to the Financial Statements
December 31, 2006

14. LANDFILL POST-CLOSURE LIABILITY

The City owns one landfill site. This landfill site was closed in 2003. The liability for post-closure costs has been reported on the Consolidated Statement of Financial Position. The liability was calculated based upon the present value of estimated post-closure costs discounted to December 31, 2006 at a factor of 5.02% (2005 - 4.82%) per annum. Post-closure care is estimated to be required for 36 years from the date of site closure.

The estimated expenditures for post-closure care as at December 31, 2006 is \$7,800,000 (2005 - \$8,500,000). The full amount of these expenditures has been recognized as a liability in the financial statements. There are no reserve funds established for this liability as at December 31, 2006.

15. EXPENDITURES BY OBJECT

The following is a summary of the current expenditures reported on the Consolidated Schedule of Current Fund Operations by the object of expenditures:

	<u>2006</u>	<u>2005</u>
Salaries, wages and employee benefits	\$ 94,716,923	\$ 88,396,327
Long-term debt charges (interest)	5,365,544	4,599,173
Materials	30,098,971	29,513,684
Contracted services	33,401,286	32,866,038
Rents and financial expenses	3,215,786	2,443,093
External transfers	58,989,437	54,937,812
	<u>\$ 225,787,947</u>	<u>\$ 212,756,127</u>

CITY OF GUELPH
Notes to the Financial Statements
December 31, 2006

16. GOVERNMENT PARTNERSHIPS

- a) The City's share of the results of the Wellington-Dufferin-Guelph Health Unit's financial activities for the year and its financial position at year end are as follows:

	<u>2006</u>	<u>2005</u>
Assets	\$ 939,854	\$ 809,769
Liabilities	\$ 239,866	\$ 180,180
Reserve and reserve funds	699,988	629,589
	<u>\$ 939,854</u>	<u>\$ 809,769</u>
Revenues	5,048,209	4,511,811
Expenditures	5,048,209	4,511,811
Net revenues	\$ -	\$ -

- b) The City's share of the operations of Social Services is as follows:

	<u>2006</u>	<u>2005</u>
Social Services		
Revenues	\$ 32,432,996	\$ 30,325,658
Expenditures	43,091,012	40,328,880
Net expenditures	<u>\$ 10,658,016</u>	<u>\$ 10,003,222</u>

- c) The City's share of the operations of Social Housing is as follows:

	<u>2006</u>	<u>2005</u>
Expenditures	<u>\$ 9,946,771</u>	<u>\$ 9,218,115</u>

17. COMPARATIVE FIGURES

Certain comparative figures have been reclassified to conform to the current year's presentation.

CITY OF GUELPH
Consolidated Schedule of Current Fund Operations
Year Ended December 31, 2006

Schedule

	Budget Total 2006	Actual Total 2006	Budget Total 2005	Actual Total 2005
REVENUES				
TAXATION AND USER CHARGES				
Property taxation - own purpose	\$ 127,519,750	\$ 127,878,175	\$ 117,212,200	\$ 119,406,295
Property taxation - education purposes	-	55,102,178	-	54,508,259
Taxation from other governments	4,182,100	4,016,058	4,096,900	4,203,775
User charges	55,324,800	58,344,306	60,198,558	58,259,781
	189,208,466	245,340,717	181,507,658	236,378,110
Deduct: Amounts received or receivable for region or county, and school boards (Note 2)	-	(55,103,858)	-	(54,509,458)
	189,208,466	190,236,859	181,507,658	181,868,652
GRANTS				
Government of Canada	13,400	12,267	10,300	11,684
Province of Ontario	46,477,778	53,162,273	43,607,318	45,692,556
	46,491,178	53,174,540	43,617,618	45,704,240
OTHER				
Investment income	8,387,000	11,365,064	6,329,400	16,089,780
Other	10,025,350	10,090,737	9,785,245	11,591,346
Penalties and interest on taxes	750,000	1,047,950	768,000	849,825
	19,162,350	22,503,751	16,882,645	28,530,951
TOTAL REVENUES	\$ 254,861,994	\$ 265,915,150	\$ 242,007,920	\$ 256,103,843
EXPENDITURES				
General government	16,955,990	17,744,508	17,350,650	16,480,934
Protection to persons and property	46,271,282	46,595,780	42,290,500	41,732,142
Transportation services	30,515,280	31,508,260	33,038,950	31,159,099
Environmental services	29,096,577	29,834,608	34,870,800	29,021,873
Health services	16,118,271	15,831,325	14,766,308	15,204,072
Social and family services	60,781,273	60,158,504	57,187,062	56,230,577
Recreation and cultural services	20,274,760	21,078,636	19,783,050	19,328,324
Planning and development	3,189,100	3,036,328	3,216,900	3,599,106
TOTAL EXPENDITURES	223,202,453	225,787,947	222,504,220	212,756,127
NET REVENUES	31,659,541	40,127,203	19,503,700	43,347,716
FINANCING AND OTHER				
Transfer (to) from reserves and reserve funds	(20,784,791)	(26,798,044)	(7,462,500)	(25,829,560)
Transfer to capital operations	(4,566,150)	(5,546,556)	(4,314,400)	(5,015,031)
Debt principal repayment	(6,308,600)	(6,375,419)	(7,726,800)	(7,453,812)
Change in amounts to be recovered (Note 9)	-	2,318,278	-	1,566,423
	(31,659,541)	(36,401,741)	(19,503,700)	(36,731,980)
CHANGE IN FUND BALANCE	-	3,725,462	-	6,615,736
OPENING FUND BALANCE	-	73,577,792	-	66,962,056
ENDING FUND BALANCE	\$ -	\$ 77,303,254	\$ -	\$ 73,577,792

CITY OF GUELPH
Consolidated Schedule of Capital Fund Operations
Year Ended December 31, 2006

Schedule

	Actual 2006	Actual 2005
REVENUES		
Grants	\$ 9,331,808	\$ 2,549,570
Donations	27,932	171,607
Other recoveries	1,411,439	2,328,859
TOTAL REVENUES	10,771,179	5,050,036
EXPENDITURES		
General government	8,301,777	1,872,435
Protection	1,301,498	3,142,069
Transportation services	23,393,331	18,182,890
Environmental services	16,584,732	7,735,978
Health services	167,560	-
Recreation and cultural services	1,767,592	14,516,313
Planning and development	1,201,733	841,328
TOTAL EXPENDITURES	52,718,223	46,291,013
NET (EXPENDITURES)	(41,947,044)	(41,240,977)
FINANCING AND OTHER		
Debt issued	31,180,000	10,299,276
Transfer from current fund	5,546,556	5,015,031
Transfer from reserves and reserve funds	33,033,860	27,944,654
Change in amounts to be recovered (Note 9)	(700,000)	200,000
	69,060,416	43,458,961
CHANGES IN FUND BALANCE	27,113,372	2,217,984
OPENING FUND BALANCE	(2,967,342)	(5,185,326)
ENDING FUND BALANCE	\$ 24,146,030	\$ (2,967,342)

CITY OF GUELPH

Consolidated Schedule of Reserves and Reserve Funds

Year Ended December 31, 2006

Schedule

	Actual 2006	Actual 2005
REVENUES		
Development contributions	\$ 10,092,671	\$ 10,986,304
Interest	928,878	2,228,775
Grants	4,199,667	3,121,650
Other	8,343,088	274,726
Change in deferred revenue	1,845,436	(4,411,479)
TOTAL REVENUES	25,409,740	12,199,977
EXPENDITURES		
Health services	101,167	-
Social and family service	442,274	133,077
Environmental services	7,160	26,527
Recreation and cultural services	79,402	92,427
Planning and development	445,088	512,034
TOTAL EXPENDITURES	1,075,091	764,065
FINANCING AND OTHER		
Transfers from current fund	26,798,044	25,829,560
Transfer to capital fund	(33,033,860)	(27,944,654)
Debt principal repayment	(1,520,625)	(1,620,726)
	(7,756,441)	(3,735,820)
CHANGES IN FUND BALANCE	16,578,209	7,700,092
OPENING FUND BALANCE	55,240,123	47,540,031
ENDING FUND BALANCE	\$ 71,818,332	\$ 55,240,123



City
of Guelph
COMMUNITY SERVICES

TO: Finance, Administration & Corporate Services Committee

DATE: September 5, 2007

SUBJECT: Recreation User Fees & Pricing Policy

RECOMMENDATION:

That Council approve the attached Recreation User Fee & Pricing Policy to be applied in the 2008 budget process. The user fee policy is subject to review every three years or as necessary, based on the operating needs of the Recreation Division.

And that the overall guideline for municipal contribution to fund the Recreation Division for the 2008 budget process be set at 42% subsidy of the tax base.

And that staff be directed to complete a comprehensive review of all user rates and fees at a later date

BACKGROUND:

At the June 6th FACS meeting, the committee directed the Recreation Division to complete a User Fee and Pricing Policy and report back to the committee.

The Recreation Division has two types of revenues; rentals and programs that is used to cover the direct operating cost. Rental revenue is generated from groups and individuals that organize their own membership, and rentals of the pools, ice rinks, rooms or gyms from the City of Guelph. The second type of revenue is generated from city programs advertised in our community leisure guide. In this case we develop instructional programs for swimming, skating, general interest, camps, and fitness.

REPORT:

City Council's direction has always been to try and set the rates on a "cost recovery basis: That is to say we try to charge enough to cover the cost of instructors, operating and maintaining the facilities, excluding overhead costs or capital replacement costs".

The following chart shows the 2007 budget for the Recreation Division in the four categories and identifies the budgeted revenue and costs. The direct costs are costs related to a specific program or service, for example equipment, program supplies, and instructor's wages. The indirect costs are attributed to facility maintenance, administration, and corporate overhead costs. This chart shows the subsidy required from the tax base for each of the four areas, GSEC, and overall for the Recreation Division.

<i>BASED ON 2007 BUDGET</i>	<i>GSEC</i>	<i>Arenas</i>	<i>Pool s</i>	<i>Rooms Rentals</i>	<i>Gym / Fitness</i>	<i>TOTAL</i>
<u>Description</u>						
Revenue	1,866,400	1,298,660	1,042,400	763,510	209,300	5,180,270
Direct Costs	1,446,730	1,300,310	902,256	735,566	127,650	4,512,512
In Direct Costs	639,979	675,013	1,476,825	387,937	168,440	3,348,194
** Estimated Building Reserve Contribution (Based on Insured Value at 1.5%)						1,031,622
** Vehicle & Equipment Reserve Contribution						85,000
Net Cost to the City	(220,309)	(676,663)	(1,336,681)	(359,993)	(86,790)	(3,797,058)
Subsidy Required	11%	34%	56%	32%	29%	42%

See Attached Appendix A for the effect on subsidy with an increase in operating costs and no rate increase.

With respect to facility rentals we offer a youth subsidy of 47.5% of the rate charged. For example a rental rate of \$100.00 is discounted for the youth by \$47.50, so the youth group would actually pay only \$52.50.

We also have discounted rates for seniors and for neighbourhood associations. With respect to programs we offer a program called "Fee Assistance in Recreation" (FAIR) which subsidizes registrations by a percentage based upon family income. Social Services also provide an individual fee subsidy for summer camps and leisure programs.

See Attached Appendix B for a list of all subsidies offered by the Recreation Division.

The next chart shows the total subsidy given for 2006 rentals per category:

Category	Youth Subsidy	School Subsidy	Internal Subsidy	GMSA Subsidy	Neighbourhood Subsidy	Special Needs Subsidy	Total Subsidies
Pool Rentals	\$58,314	\$5,532	\$0	\$0	\$38	\$1,940	\$65,824
Ice Rentals	\$652,011	\$28,238	\$10,171	\$0	\$123	\$743	\$691,286
Room Rentals	\$38,172	\$88	\$33,880	\$292,580	\$2,072	\$712	\$367,505
Total All Facility Types	\$748,497	\$33,858	\$44,051	\$292,580	\$2,233	\$3,396	\$1,124,616

The User Fee and Pricing Policy are designed to promote access to and increase usage to all City of Guelph Recreation facilities. The policy will provide an appropriate level of service at affordable costs over the next few years for all users of recreation services with gradual increases in user fees. This allows for a smoothing effect to the rates and fees without large fluctuations and helps reduce the gap between direct and indirect costs.


We have spoken with representatives from the Sports Advisory Committee which prefers smaller annual increases in favour of less frequent large rate increases. Staff has in place set up a facility advisory committee to discuss the youth subsidy and user fees, with the intention to develop a long term recommendation in dealing with the rates.


See Appendix C for a comparison of Recreation fees with other municipalities

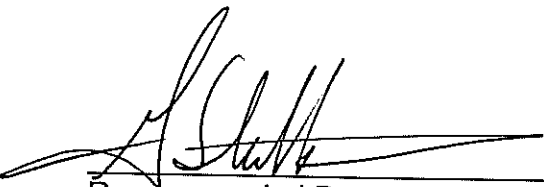
CORPORATE STRATEGIC PLAN:

To Enhance Community Wellness

4.4 Ensure the accessibility and safety of facilities, services, and programs in Guelph


 Prepared By:
 Peggy Tollett
 Financial Consultant


 Recommended By:
 Rob Mackay
 Manager of Recreation and Culture


 Recommended By:
 Gus Stahlmann
 Director, Community Services

APPENDIX A

The next chart shows the effect of minimum increase in usage in the facilities with no increase in user fees and historical increase in expenditures. The results show the required increase in subsidy and increase to the tax base for this change.

ARENA						
YEAR	Actual <u>2005</u>	Actual <u>2006</u>	Budget <u>2007</u>	Forecasted <u>2008</u>	Forecasted <u>2009</u>	Forecasted <u>2010</u>
REVENUE	1,284,532	1,567,434	1,633,660	1,633,660	1,633,660	1,633,660
EXPENDITURES	1,905,525	2,817,708	2,734,861	2,871,604	3,015,184	3,165,943
NET DIFFERENCE	620,993	1,250,274	1,101,201	1,237,944	1,381,524	1,532,283
Subsidy from Tax Base	33%	44%	40%	43%	46%	48%
Year to Year Budget Increase				12%	12%	11%
** Added GSEC in 2006						
** Based on a 5% historical increase in expenses						

POOL						
YEAR	Actual <u>2005</u>	Actual <u>2006</u>	Budget <u>2007</u>	Forecasted <u>2008</u>	Forecasted <u>2009</u>	Forecasted <u>2010</u>
REVENUE	1,047,392	933,000	1,042,400	1,042,400	1,042,400	1,042,400
EXPENDITURES	1,990,079	2,106,832	2,379,082	2,545,618	2,723,811	2,914,478
NET DIFFERENCE	942,687	1,173,832	1,336,682	1,503,218	1,681,411	1,872,078
Subsidy from Tax Base	47%	56%	56%	59%	62%	64%
Year to Year Budget Increase				12%	12%	11%
** Based on a 8.6% historical increase in expenses						

ROOM RENTALS						
YEAR	Actual <u>2005</u>	Actual <u>2006</u>	Budget <u>2007</u>	Forecasted <u>2008</u>	Forecasted <u>2009</u>	Forecasted <u>2010</u>
REVENUE	480,594	471,934	486,710	486,710	486,710	486,710
EXPENDITURES	845,798	836,702	852,053	865,686	879,537	893,609
NET DIFFERENCE	365,204	364,767	365,343	378,976	392,827	406,899
Subsidy from Tax Base	43%	44%	43%	44%	45%	46%
Year to Year Budget Increase				4%	4%	4%
** Based on a 1.6% increase in expenses						

APPENDIX A

YEAR	GYM / FITNESS					
	Actual <u>2005</u>	Actual <u>2006</u>	Budget <u>2007</u>	Forecasted <u>2008</u>	Forecasted <u>2009</u>	Forecasted <u>2010</u>
REVENUE	201,253	187,866	209,300	209,300	209,300	209,300
EXPENDITURES	290,856	293,851	296,090	300,531	305,039	309,615
NET DIFFERENCE	89,603	105,985	86,790	91,231	95,739	100,315
Subsidy from Tax Base	31%	36%	29%	30%	31%	32%
Year to Year Budget Increase				5%	5%	5%
** Based on a 1.5% increase in expenses						

APPENDIX B

Listed below is a listing of the different types of subsidy offered:

List of Subsidies		
Category	Subsidy	Organization
Youth Subsidized	47.50%	Various Sports Groups
Special Needs - Subsidized	47.50%	G.W.A.C.L.
		Barrier Free Committee
		Autism Society of Ontario
		Canadian Mental Health Association
		Community Mental Health Clinic
		Disability Self-Esteem Council
		Guelph Giants Special Needs Hockey Team
		Schizophrenia Society of Ontario
		Stroke Recovery Association
		Spark of Brilliance C/O CMHA
		Southern Ontario Suns (Wheelchair Basketball Team)
		Special Olympics Soccer League
Guelph/Wellington Seniors Association	Evergreen	GWSA Pays a yearly fee of \$35K for lease of the Evergreen Centre. No charge for room & facility usage.
Neighbourhood A	70%	Exhibition Park
		Grange Hill East
		Kortright Hills Neighbourhood Group
Neighbourhood B	47.50%	Onward Willow
		Brant Ave. Neighbourhood Group
		Parkwood Gardens
		Two Rivers Neighbourhood Group
		Waverley Neighbourhood Group
		West Willow Woods Neighbourhood Group
Neighbourhood C	100% Subsidy	Clairfield Neighbourhood
		Hanlon Creek Neighbourhood Group
		Old City Residents Neighbourhood Group
		Neighbourhood Support Coalition
		Old University Neighbourhood Group
City Committees	100%	CM - C.S.C. Community Services Committee
Prefixed with "CM"	at Evergreen	CM - CAVES
		CM - United Way
	47.50%	CM - Accessibility Advisory Committee AAC
	No Subsidy	CM - Eastview Landfill Public Liaison Committee
		CM - Green Planning Steering Committee
		CM - Guelph Economic Development Advisory Comm.
		CM - Police Services Board
		CM - PWEC - Planning, Works & Environment Comm.
		CM - Sports Advisory Committee
Upper Grand District School Board	47.50%	Various
Wellington Catholic Dist. School Board	47.50%	Various

CORPORATE POLICY AND PROCEDURE



POLICY No.

PAGE

1 of 4

EFFECTIVE DATE

REVISION

Tab	Finance
Authority	Finance
Subject	Recreation User Fee & Pricing Policy
Approved by	Mayor and Members of Council
Revision Date	N/A

POLICY STATEMENT To enhance community wellness by ensuring the accessibility and safety of facilities, services, and programs in Guelph. This is to provide a consistent approach to setting user fees to ensure a reasonable proportion of the costs to deliver recreation programs and services are recovered through user fees.

PURPOSE The City of Guelph Recreation Division is committed to providing its residents with a wide range of recreational opportunities to improve health and quality of life. People of all ages and abilities can access a variety of physical and non-physical programs and activities at the City's facilities.

The purpose of this policy is to identify a level of subsidy the City of Guelph will provide from the municipal tax base. This is to allow for better planning for both the City of Guelph and users of its recreation facilities to maintain a multi year fee schedule for all its programs, services, and facilities. This policy is subject to review every three years or as necessary, based on the needs of the Recreation Division.

PROCEDURE

Categories of Recreation Services

The City of Guelph currently offers its residents a wide range of recreational services, including:

- Programs / Lessons
- Memberships
- Facility Rental

Levels of Subsidy

In the Recreation Division subsidy historically has been allocated in the following areas:

- Arena
- Pool
- Room Rentals
- Gym & Fitness

POLICY GUIDELINES The Recreation Division strives to recover all of its direct operating costs, and a portion of its overhead, for all services through user fees, except at the Sleeman Centre because of the agreement with the Guelph Storm Hockey Club.

In order to maintain the approved level of subsidy staff will review and recommend increases as necessary during the annual budget process.

The goal of the Recreation Division is to increase overall user usage. This policy was developed to slowly and consistently increase rates which will have a much lower impact on users, than to forego a rate increases for several years, only to be faced with a large increase that will have a detrimental affect on revenue for facilities.

The fee structure is benchmarked with other municipalities to ensure the fees remain competitive with other recreation service providers.

The user fee policy is designed to promote access and enjoyment of all the City of Guelph Recreation services on a cost recovery basis. The intent of this policy is to consistently apply the subsidy for all recreation facilities.

SUBSIDIES

Through the use of Fee Assistance In Recreation (FAIR), programs offered by the Recreation Division are subsidized for families with lower income. The funding is provided by donations and other fundraising activities at recreation centres.

Other Subsidies consist of the following:

- 47.50% Youth Subsidized Sports Groups
- Guelph Wellington Seniors Association pays a yearly lease fee of \$35,000 for usage of the Evergreen Senior Centre. No charge for Room rentals.
- 70% Neighbourhood Groups – Exhibition Park, Grange Hill, Kortright
- 47.50% Neighbourhood Groups – Onward Willow, Brant, Parkwood, Waverley, West Willow Woods
- 100% Neighbourhood Groups – Clairfield, Hanlon Creek, Neighbourhood Support Coalition
- 47.50% for Upper Grand District School Board and Wellington Catholic District School Board.

The Recreation Division will continue to investigate potential new sources of revenue (e.g. grants, partnerships and new programs)

CORPORATE POLICY AND PROCEDURE

POLICY No.

PAGE

EFFECTIVE DATE

REVISION

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DEFINITIONS

User Fee - A fee paid directly by a user to a specific service (e.g. program registration fee, admission or membership fee, facility or equipment rental charges, special service charges)

Direct Cost – Costs directly attributable to a specific program or service (wages for instructors, program supplies, and equipment)

Indirect Cost – Costs not directly attributable to a particular program (Administration costs, facility maintenance, and overhead costs)

Subsidy – The amount of direct or indirect cost not paid by the consumer of a program, service or facility, but paid by the City, from the tax base

CORPORATE POLICY AND PROCEDURE

POLICY No.

PAGE

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EFFECTIVE DATE

REVISION

POOL	ARENA	Room Rentals	Gym & Fitness
Learn to Swim (all ages)	Learn to Skate	Arts & General Interest Programs	Active Living Passes
Public Swim/Swim Passes (all ages)	Adult Ice Hockey Rentals	Active Recreational Programs	Fitness Programs
Aquatic Teams – Schools	Youth Ice Hockey Rentals	Camps – Kiddie Camp, Daily Discoveries, Forest Camp, Sports Unlimited	Personal Training Programs
Active Living Passes	Figure Skating – Private		Gym Rentals
Swim Camps	Lacrosse Rentals	Teen Adventure Camps	Drop in Programs
Private & Semi Private Lessons	Power Skating	Leadership Programs	
Family Swim Lessons	Pick up Hockey	Preschool Programs	
Advanced Aquatic Training	Guelph Storm Practices & Game – Rentals	Children’s Dance Programs	
Youth/Seniors Community Pool Rentals	Ringette Leagues	Programs for children and parents / caregivers	
Preschool, Adult and Youth Specialty Programs	Shinny Hockey Leagues	Pottery Programs	
Fitness Lane Swims / Leisure Swims	Adult / Senior Skate	Chess Programs	
Aqua Arthritis, Aqua Rehab, Aqua Jogging, Movement disorder programs	Ball Hockey – Rentals	Senior Programs Visual and Creative Arts Computer Sessions Active Living General Interest Health & Wellness Retirement Adjustment Leisure Pursuits	
Aqua fit Programs	Inline Hockey – Rentals	Special Events Art Shows, Attic Treasures, Strawberry Tea, Tea Dances, Picnic In The Park	
	Recreational Programs – Badminton, Volleyball, Basketball	Activity Card Groups	
		Dance Lessons	
		Self Defense Programs	



City of Guelph

COMMUNITY SERVICES

TO: Finance, Administration and Corporate Services Committee

DATE: September 5, 2007

SUBJECT: Transit Fare Policy

RECOMMENDATION:

That Council approve the attached Transit Fare Policy,

And that the overall guideline for municipal contribution to fund public transit for the 2008 budget process be set at 55% subsidy of the tax base.

And that staff be directed to complete a comprehensive review of all user rates and fees at a later date.

BACKGROUND:

At the FACS committee meeting held on June 06, 2007, the Transit Division was directed to complete a Transit Fare Policy and report back to the committee.

REPORT:

In the recent years, the Transit division has experienced substantive increases in cost of operations due to employee compensation, repairs, maintenance, and fuel. During this time municipal cost to fund the Transit service has increased significantly.

In 2006, Transit completed an administration and bus storage area expansion that increased the size of the facility by 35%. As with any expansion, additional operating cost is to be expected. This is reflected in the 2007 budget with an increase to utilities by 34% or \$65,000 and property taxes by 60% or \$90,000.

See Appendix A – History of Guelph Transit & comparative statistics

In order to keep up with inflation and the increasing cost of running the services, an increase in the transit fare structure is needed from time to time. A slow and consistent increase to rates will have a much lower impact on ridership, than to forego rate an increase for several years, only to be faced with a large increase that will have a detrimental affect on ridership.

See Appendix B for Option 1- With a 1% increase to ridership, estimated increase in operating costs of 6% and no fare increase.

See Appendix C for Option 2 - A fixed subsidy and increase to revenue based on fare increases.

Some transit subsidy has been received in the form of the Provincial Gas Tax funding, which can be used to support new growth initiatives, safety improvements, and enhancements to services for both operating and capital budgets. The Transit Division has also received Federal Gas Tax funding to be used for capital improvements and projects. A small amount of funding is also received from the United Way to partially cover the cost of providing the subsidized bus pass program.

The following chart shows the direct and indirect operating costs for conventional and a mobility service based on the 2007 budget and establishes the required subsidy to maintain the current level of service.

CONVENTIONAL SERVICE	<u>2007</u>	MOBILITY SERVICE	<u>2007</u>	TOTAL
Budgeted Revenue		Budgeted Revenue		
Fare Passes	3,727,400	Fare Cash	20,000	3,747,400
Fare Cash	1,730,700	Fare Ticket Sales	73,500	1,804,200
Fare Ticket Sales	1,147,500			1,147,500
Other Revenue	198,500			198,500
United Way Funding	18,000			18,000
Total Revenue	<u>6,822,100</u>	Total Revenue	<u>93,500</u>	6,915,600
Budgeted Expenditures		Budgeted Expenditures		
Direct Cost		Direct Cost		
Transit Operations	7,089,800	Transit Operations	565,300	7,655,100
Transit Fleet Operations	4,593,800	Transit Dispatching	127,400	4,721,200
Transit Commission on Sales	35,000			
Total Direct Cost	11,718,600	Total Direct Cost	692,700	12,411,300
Indirect Cost		Indirect Cost		
Transit Administration	460,700	Transit Administration	47,600	508,300
Transit Facility	548,600			548,600
Total Indirect Cost	1,009,300	Total Indirect Cost	47,600	1,056,900
** Estimated Building Reserve Contribution (Based on Insured Value at 1.5%)	85,000			85,000
** Vehicle & Equipment Reserve Contribution	1,850,000		137,000	1,987,000
Total Direct & Indirect Cost	14,662,900		877,300	15,540,200
TOTAL NET	<u>7,840,800</u>		<u>783,800</u>	8,624,600
TOTAL SUBSIDY REQUIRED	53%		89%	55%

CORPORATE STRATEGIC PLAN:

To Have Exemplary Management Practices

6.1 Implement municipal best practices for Council, staff and service delivery.

ATTACHMENTS:

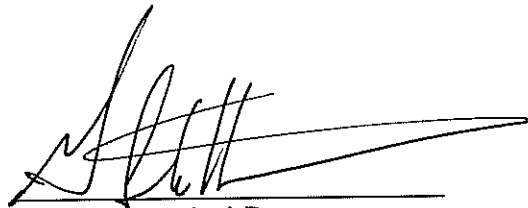
- Appendix A
- Appendix B
- Appendix C



Prepared By:
Peggy Tollett
Financial Consultant



Recommended By:
Randall French
Manager of Transit Services



Recommended By:
Gus Stahlmann
Director, Community Services

APPENDIX A

The history of the City of Guelph Transit Division for Cash Fare:

Year	Ridership	Transit Fare	Fare Increase	Routes Added / Extended
2007	5,494,673	2.00		Extended Arkell Road Service (Fall)
2006	5,386,935	2.00		Extended Route # 70 (Summer)
2005	5,255,546	2.00		Added Route # 70 (Spring & Fall)
2004	5,293,543	2.00	01-May	
2003	5,165,820	1.85	01-Apr	Added Route # 55
2002	4,803,776	1.75		Extended Route # 9
2001	4,619,743	1.75	01-Apr	Extended Route # 24
2000	4,251,498	1.50		Start earlier & later, Add Sunday Service, Added Route #61 & #51

Comparison of the revenue cost ratio with other municipalities:

2007 Budget	Guelph	Barrie	Kingston	Thunder Bay	Sudbury
Revenue	\$ 6,915,600	\$ 5,490,000	\$ 7,698,809	\$ 4,763,200	\$ 7,687,471
Expenditures	\$ 13,468,200	\$ 10,996,276	\$ 15,343,359	\$ 12,464,400	\$ 16,094,620
Revenue / Cost	51%	50%	50%	38%	48%

The next chart is a comparison of ridership and rates for cash fare with other municipalities:

City	Population	Ridership	Cash Fare
Barrie	125,000	2,153,108	\$2.25
Brantford	91,720	1,387,978	\$2.15
Burlington	161,700	1,625,806	\$2.50
Guelph	118,200	5,255,546	\$2.00
Kingston	118,144	2,829,396	\$2.25
Niagara Falls	80,000	1,224,883	\$2.25
Oakville	152,400	2,378,607	\$2.25
St. Catharines	148,000	4,633,588	\$2.50
Sudbury	157,456	4,170,023	\$2.30
Thunder Bay	113,000	3,073,498	\$2.25
Average	126,562	2,873,243	\$2.27

APPENDIX B – Option 1

The effect on subsidy with a 1% increase to ridership and estimated increase in operating costs of 6% with no fare increase.

YEAR	Budget <u>2007</u>	Forecasted <u>2008</u>	Forecasted <u>2009</u>	Forecasted <u>2010</u>
CONVENTIONAL SERVICE				
REVENUE				
Fare Passes	3,727,400	3,764,674	3,802,321	3,840,344
Fare Cash	1,730,700	1,748,007	1,765,487	1,783,142
Fare Ticket Sales	1,147,500	1,158,975	1,170,565	1,182,270
Other Revenue	216,500	218,665	220,852	223,060
Total Revenue	6,822,100	6,890,321	6,959,224	7,028,816
EXPENDITURES				
Employee Compensation	7,219,300	7,652,458	8,111,605	8,598,302
Utilities / Property Tax	424,200	449,652	476,631	505,229
Fuel	1,969,781	2,087,968	2,213,246	2,346,041
Repairs & Maintenance - Fleet	2,580,119	2,734,926	2,899,022	3,072,963
Repairs & Maintenance - Building	61,500	65,190	69,101	73,247
Insurance - Fleet	417,600	442,656	469,215	497,368
Insurance - Building	20,400	21,624	22,921	24,297
Other Expenditures	35,000	37,100	39,326	41,686
** Estimated Building Reserve Contribution (Based on Insured Value at 1.5%)	85,000	85,000	85,000	85,000
** Vehicle & Equipment Reserve Contribution	1,850,000	1,850,000	1,850,000	1,850,000
Total Expenditures	14,662,900	15,426,574	16,236,068	17,094,133
NET DIFFERENCE	7,840,800	8,536,253	9,276,844	10,065,316
SUBSIDY FROM THE TAX BASE	53%	55%	57%	59%
Year to Year Budget Increase Required to Sustain this level of Subsidy		9%	9%	8%
<hr/>				
YEAR	Budget <u>2007</u>	Forecasted <u>2008</u>	Forecasted <u>2009</u>	Forecasted <u>2010</u>
REVENUE - MOBILITY				
	93,500	94,435	95,379	96,333
EXPENDITURES - MOBILITY				
** Vehicle & Equipment Reserve Contribution	137,000	137,000	137,000	137,000
NET DIFFERENCE	783,800	827,283	873,422	922,376
SUBSIDY FROM THE TAX BASE	89%	90%	90%	91%
Year to Year Budget Increase Required to Sustain this level of Subsidy		6%	6%	6%
Assumptions				
1% increase in Ridership from 2008 For Ticket passes, tickets, and cash fare				
Does not include any Provincial Gas Tax funded initiatives or routes.				
Does not include any Capital projects or Capital funding				
Expenditures based on an historical increase of 6%				

By not increasing rates, the subsidy from the tax base will need to increase which means a higher budget increase per year.

APPENDIX C – Option 2

To maintain the current level of subsidy and increase fare rates to accommodate increase operating cost.

YEAR	Budget <u>2007</u>	Forecasted <u>2008</u>	Forecasted <u>2009</u>	Forecasted <u>2010</u>
CONVENTIONAL SERVICE				
REVENUE				
Fare Passes	3,727,400	3,951,044	4,188,107	4,439,393
Fare Cash	1,730,700	1,834,542	1,944,615	2,061,291
Fare Ticket Sales	1,147,500	1,216,350	1,289,331	1,366,691
Other Revenue	216,500	229,490	243,259	257,855
Total Revenue	6,822,100	7,231,426	7,665,312	8,125,230
EXPENDITURES				
Employee Compensation	7,219,300	7,652,458	8,111,605	8,598,302
Utilities / Property Tax	424,200	449,652	476,631	505,229
Fuel	1,969,781	2,087,968	2,213,246	2,346,041
Repairs & Maintenance - Fleet	2,580,119	2,734,926	2,899,022	3,072,963
Repairs & Maintenance - Building	61,500	65,190	69,101	73,247
Insurance - Fleet	417,600	442,656	469,215	497,368
Insurance - Building	20,400	21,624	22,921	24,297
Other Expenditures	35,000	37,100	39,326	41,686
** Estimated Building Reserve Contribution (Based on Insured Value at 1.5%)	85,000	85,000	85,000	85,000
** Vehicle & Equipment Reserve Contribution	1,850,000	1,850,000	1,850,000	1,850,000
Total Expenditures	14,662,900	15,426,574	16,236,068	17,094,133
NET DIFFERENCE	7,840,800	8,195,148	8,570,757	8,968,902
SUBSIDY FROM THE TAX BASE	53%	53%	53%	52%
<u>Year to Year Budget Increase Required to Substain this level of Subsidy</u>		<u>5%</u>	<u>5%</u>	<u>5%</u>
<hr/>				
YEAR	Budget <u>2007</u>	Forecasted <u>2008</u>	Forecasted <u>2009</u>	Forecasted <u>2010</u>
REVENUE - MOBILITY	93,500	100,045	107,048	114,542
EXPENDITURES - MOBILITY	740,300	792,121	847,569	906,899
** Vehicle & Equipment Reserve Contribution	137,000	137,000	137,000	137,000
NET DIFFERENCE	783,800	829,076	877,521	929,358
SUBSIDY FROM THE TAX BASE	89%	89%	89%	89%
<u>Year to Year Budget Increase Required to Substain this level of Subsidy</u>		<u>6%</u>	<u>6%</u>	<u>6%</u>
Assumptions				
Increase to Transit Fare in a combination of cash fares, tickets or passes				
Does not include any Provincial Gas Tax funded initiatives or routes.				
Does not include any Capital projects or Capital funding				
Expenditures based on an historical increase of 6%				

CORPORATE POLICY AND PROCEDURE



POLICY No.

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EFFECTIVE DATE

REVISION

Tab	Finance
Authority	Finance
Subject	Transit Fare Policy
Approved by	Mayor and Members of Council
Revision Date	N/A

POLICY STATEMENT To establish the percentage of the Transit Operating budget that will be funded from the Municipal Tax Base. This policy has been developed to provide a consistent approach to setting transit fare rates to ensure a reasonable proportion of the transit operating costs are recovered.

PURPOSE The City of Guelph Transit Division is committed to providing the community safe and reliable Transit services within the City of Guelph boundaries. These services include accessible conventional fixed routes and specialized (mobility) door to door service.

The purpose of this policy is to establish the level of subsidy the City of Guelph will provide to cover the cost of Transit services and allow for better budget planning for the Transit Division. This policy will be subject to review every three years.

PROCEDURE **Categories of Transit Division**
The City of Guelph currently offers several payment options for customers to use which includes:

- Cash Fares
- Ticket Sales
- Passes

Levels of Service
Currently Transit has two levels of service it provides:

- Conventional Service
- Mobility Service (specialized)

POLICY GUIDELINES The Transit Division direct operating costs include employee compensation, fleet maintenance, and repairs. The indirect operating costs include the administration costs and facility overhead costs. In 2006, through the collection of transit fare revenue, 54% of the costs were recovered from conventional services and 13% from mobility service.

The goal of the Transit Division is to increase overall ridership. This policy was developed to slowly and consistently increase rates which will have a much lower impact on ridership, than to forego a rate increases for several years, only to be faced with a large increase that will have a detrimental affect on ridership.

The transit rate structure is routinely benchmarked with other municipalities to ensure the rates remain competitive with municipalities with comparable ridership statistics.

This transit fare policy is designed to create the framework for future transit fare increases to provide consistency to the manner in which transit fares are used to balance the operating budget. In order to maintain the approved level of subsidy staff will review and recommend increases as necessary during the annual budget process.

SUBSIDIES

Some transit subsidy has been received in the form of the Provincial Gas Tax funding, which can be used to support new growth initiatives, safety improvements, and enhancements to services for both operating and capital budgets. The Transit Division has also received Federal Gas Tax funding to be used for capital improvements and projects. A small amount of funding is also received from the United Way to partially cover the cost of providing the subsidized bus pass program.

For passengers using wheelchairs and scooters only Transit services offers a taxi script program which is funded by the Provincial Gas Tax initiative. This program provides discounted coupons for use with Red Top Taxi accessible vehicles. Users may reserve their trips directly with the taxi company giving them more flexibility for their travelling needs.

The Transit Division will continue to investigate new types of grants and funding opportunities with the Provincial and Federal Government.

CORPORATE POLICY AND PROCEDURE

POLICY No.

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REVISION

DEFINITIONS

Fare - A fee paid directly by a user to a specific service

Direct Cost – Costs directly attributable to a specific service (wages for bus drivers, fuel, fleet repairs, and maintenance.)

Indirect Cost – Costs not directly attributable to a particular service (Administration costs, facility maintenance, and overhead costs)

Subsidy – The amount of direct or indirect cost not paid by the consumer of the service, but paid by the City, from the tax base



City of Guelph

FINANCE

TO: Finance, Administration and Corporate Services Committee

DATE: September 5, 2007

SUBJECT: Reserve for the Sleeman Centre Naming Rights and Sponsorship Agreements

RECOMMENDATION:

That staff be directed to set up a Reserve called the "Sleeman Centre Naming Rights Capital Reserve" and the Rights Fee received under the Naming Rights and Sponsorship agreements will be deposited to this reserve fund.

And that the funds be used for future capital projects and improvements to the Sleeman Centre.

REPORT:

The Naming Rights and Sponsorship agreements include changing the name of the Guelph Sports and Entertainment Centre (GSEC) to "Sleeman Centre" and giving Sleeman pouring rights, as well as marketing and promotion agreements for the centre.

On June 18, 2007 Council approved the agreements between the City of Guelph and the Sleeman Brewing and Malting Company Limited. Through these agreements the City will receive a rights fee of one million dollars over a 13 year term. From this amount received \$14,400 will be deducted each year for the cost of a suite to Sleeman and the cost for advertising to the Storm will also be deducted in each year. The remaining accumulated balance of the Rights Fee over the term of the Naming Rights and Sponsorship agreements is \$681,000 plus any interest collected.

See appendix A for forecast budget.

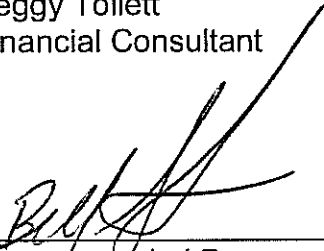
FINANCIAL IMPLICATIONS:

Any unexpended funds are to be held in a reserve and the City of Guelph will ensure that:

1. Any investment of unexpended funds be in accordance with Ontario law and the City of Guelph investment policy; and,
2. Any interest earned will be applied to the reserve fund.



Prepared By:
Peggy Tollett
Financial Consultant



Recommended By:
Bill Stewart
Acting Director of Finance

PENDIX A
Sleeman Centre Naming Rights and Sponsorship Capital Reserve

	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	Total
Opening Balance	-	6,780.00	13,729.50	50,411.74	88,011.03	156,088.31	225,867.51	296,905.20	369,718.83	443,842.80	519,819.87	597,159.37	676,432.35	-
Expenditures	(14,400.00)	(14,400.00)	(14,400.00)	(14,400.00)	(14,400.00)	(14,400.00)	(14,400.00)	(14,400.00)	(14,400.00)	(14,400.00)	(14,400.00)	(14,400.00)	(14,400.00)	(187,200.00)
- Rental Cost														
- Return on Advertising Fee paid	(8,820.00)	(8,820.00)	(9,261.00)	(9,261.00)	(9,723.00)	(9,723.00)	(10,209.00)	(10,209.00)	(10,719.00)	(10,719.00)	(11,256.00)	(11,256.00)	(11,820.00)	(131,796.00)
- Guelph Storm														
Total Expenditures	(23,220.00)	(23,220.00)	(23,661.00)	(23,661.00)	(24,123.00)	(24,123.00)	(24,609.00)	(24,609.00)	(25,119.00)	(25,119.00)	(25,656.00)	(25,656.00)	(26,220.00)	(318,996.00)
Revenue	30,000.00	30,000.00	60,000.00	60,000.00	90,000.00	90,000.00	90,000.00	90,000.00	90,000.00	90,000.00	90,000.00	90,000.00	100,000.00	1,000,000.00
- Payments from Sleeman														
- Interest (Estimated at 2.5%)	-	169.50	343.24	1,260.29	2,200.28	3,902.21	5,646.69	7,422.63	9,242.97	11,096.07	12,995.50	14,928.98	16,910.81	86,119.16
Total Revenue	30,000.00	30,169.50	60,343.24	61,260.29	92,200.28	93,902.21	95,646.69	97,422.63	99,242.97	101,096.07	102,995.50	104,928.98	116,910.81	1,086,119.16
Closing Balance	6,780.00	13,729.50	50,411.74	88,011.03	156,088.31	225,867.51	296,905.20	369,718.83	443,842.80	519,819.87	597,159.37	676,432.35	767,123.16	767,123.16

CORPORATE POLICY AND PROCEDURE



POLICY No.

PAGE 1 of 1

EFFECTIVE DATE

REVISION

Tab	Finance
Authority	Finance
Subject	Sleeman Centre Naming Rights and Sponsorship Capital Reserve
Related Policies	Reserve and Reserve Fund Policy
Approved by	Mayor and Members of Council
Revision Date	N/A

POLICY STATEMENT To create a Capital Reserve with no established limit (Discretionary). This will include any interest accumulated.

PURPOSE To fund capital initiatives at the Sleeman Centre

PROCEDURE

Source of Funds
The Rights Fee based on the Naming Rights and Sponsorship Agreements with the Sleeman Brewing and Malting Company.

Use of Funds
Council will approve the use of funds through the capital budget process as identified by the Sleeman Centre Facility Manager.

DEFINITIONS DISCRETIONARY RESERVES CAN BE ESTABLISHED BY MUNICIPAL COUNCILS AS PART OF AN OVERALL FUNDING STRATEGY FOR PROGRAMS THAT ARE SET OUT IN ANNUAL BUDGETS OR BUDGET FORECASTS. FUNDS HELD IN A RESERVE CAN THEREFORE BE UTILIZED AT THE DISCRETION OF A COUNCIL, SUBJECT TO THE PARAMETERS DEFINED IN THE RESERVE WHEN ESTABLISHED.

REPORT OF THE LAND AMBULANCE COMMITTEE

June 18, 2007

Her Worship the Mayor and
Councillors of the City of Guelph.

Your Land Ambulance Committee beg leave to present their SECOND REPORT as recommended at its meeting of June 13, 2007.

CLAUSE 1 THAT the request for proposal #07-052 to retain a consultant to review land ambulance services in Wellington County and City of Guelph be awarded to Emergency Management and Training Inc.;

AND THAT the Mayor and Director of Emergency Services be authorized to issue a contract to the consultant pending the outcome of the interview with the consultant.

All of which is respectfully submitted.

Councillor Maggie Laidlaw, Chair
Land Ambulance Committee

* Further information to come under separate cover

City — of Guelph

M e m o



To: Land Ambulance Committee Members
From: Lyle Quan, Deputy Fire Chief
Department: Emergency Services – Fire and Ambulance
Date: 12 September 2007
Subject: Land Ambulance Services

Land Ambulance Committee Members,

The following is provided as information in relation to Land Ambulance Services within Guelph and Wellington County.

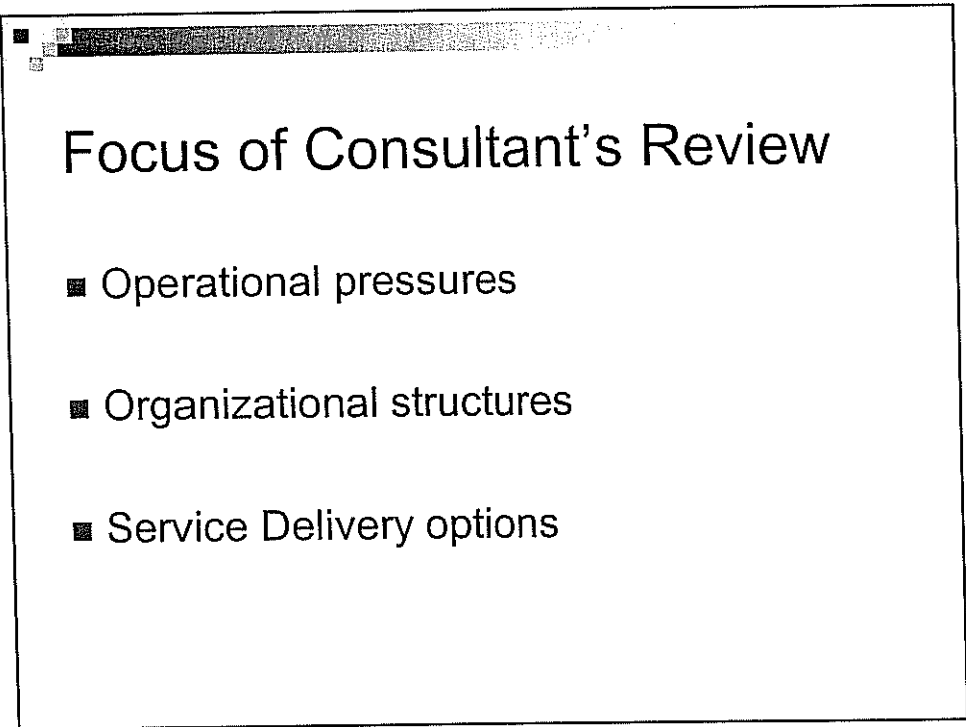
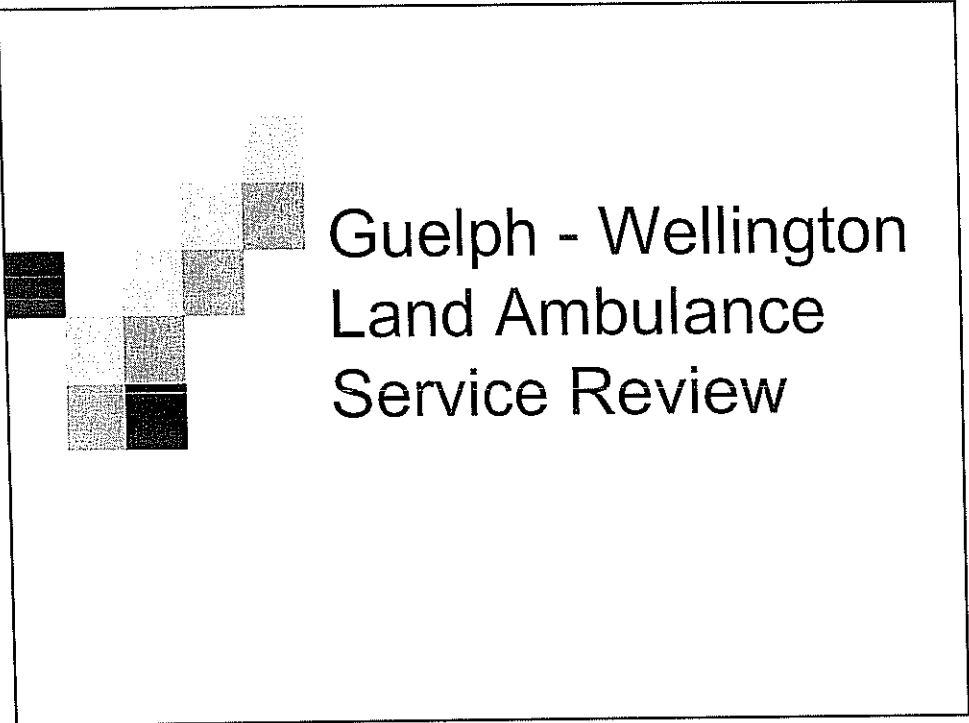
Royal City Ambulance staff has provided the following statistical information on operational activities for the periods reported.

The following information is attached to this memo.

RESPONSE DATA

1. PowerPoint overview of the Land Ambulance Consultant's "Key Issues" Review
2. Call Data:
 - Total call volume for Guelph/Wellington – July 2007, broken down by Community
 - Average response times by Community
 - Call volume broken down by "Codes"

The delivery agent continues to monitor the activities of the Land Ambulance provider through monthly operational meetings.



Service Profile

- Contracted service to Royal City Ambulance Service Ltd.
- Responds to approx. 24,000 – 26,000 calls per year
- 7 Stations (Harriston, Mt Forest, Arthur, Fergus, Guelph(2), Drayton (Mon – Fri).
- 168 Paramedics combination part time and full time

Key Issues Under Review

- Operational pressures
 - Increase of 38% of emergency call volume since downloading
 - Pressures on service delivery due to growth
 - Rural response times
- Organizational structures
 - What is the best organizational structure and overall fit to support the communities served by Land Ambulance

Key Issues Under Review

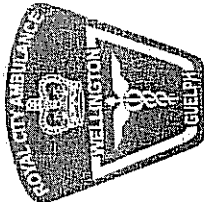
- Service Delivery Options
 - Currently reviewing a variety of delivery models that will be presented in the draft report.
 - Interviews are planned with the CAO's
 - To update the CAO's on the work to date.
 - Gathering any additional input from that Office.
- Final draft report will be Completed on schedule by the end of September.

Reviewing Quality Assurance

- Basic principles that should govern performance standards
 - Good business practice
 - Public confidence and community support
 - Quality care in the pre-hospital setting
- Performance Monitoring
 - Operational Performance
 - Fiscal responsibility
 - Human Resources
 - Clinical Excellence

Next Steps

- Interviews continues
- Completion of draft report
- Consultant – Darryl Culley will be attending the October 2007 Land Ambulance Committee meeting

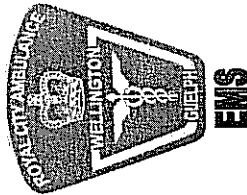


EMS

Call Volume Broken Down By Community

Number of Calls/Average Time

Month	Guelph	Puslinch	Guelph Erin/Framosa	Erin	Centre Wellington	North Wellington	Mapleton	Minto
2005 Totals	14904	887	1099	557	4462	1391	782	2539
Avg Time	6:37	12:39	10:35	14:57	6:37	12:06	12:45	6:53
2006 Totals	15175	818	1103	567	4454	1768	627	2240
Avg Time	6:36	12:49	10:51	14:50	6:04	7:19	14:08	6:43
Jan	1409	89	89	67	390	207	18	218
Avg Time	7:39	12:26	12:30	17:00	8:59	7:54	18:39	9:26
Feb	1324	68	97	51	355	181	31	266
Avg Time	8:04	13:39	11:17	17:23	8:44	9:35	17:55	8:07
Mar	1600	88	135	54	502	290	34	282
Avg Time	8:32	13:36	12:33	21:41	8:31	8:22	14:55	8:32
Apr	1532	62	82	59	477	298	23	271
Avg Time	7:42	14:20	11:24	16:25	6:57	8:12	14:28	6:27
May	1502	55	82	41	482	310	33	319
Avg Time	7:22	12:01	11:58	16:34	7:35	7:19	15:03	8:49
June	1447	57	106	59	471	306	17	274
Avg Time	7:29	13:06	11:55	14:22	7:32	9:24	14:12	6:48
July	1403	79	80	65	499	326	28	314
Avg Time	7:27	12:43	11:11	14:17	6:47	8:08	13:40	7:30



Call Volume Report for Guelph-Wellington

Month	Code 1	Code 2	Code 3	Code 4	Code 8	Totals	Average Time
2005 Totals	861	482	1850	9919	11 695	24 807	7:54
2006 Totals	963	503	1823	10679	12062	26030	9:25
Jan	59	34	131	1127	1137	2488	9:52
Feb	66	40	149	1006	1112	2373	9:55
Mar	68	30	136	1125	1626	2985	9:57
Apr	56	37	168	933	1604	2798	8:27
May	57	25	149	994	1607	2832	8:14
June	44	37	141	970	1545	2737	8:25
July	51	24	161	1035	1523	2794	8:13

Definitions for Call Codes

- o Code 1 =Deferrable patient transfer no fixed time
- o Code 2 =Scheduled Appointment Time
- o Code 3 =Prompt Response
- o Code 4 =Emergency
- o Code 8 =Emergency Coverage

Serving Guelph- Wellington

REPORT OF THE COUNCIL AS A COMMITTEE OF THE WHOLE

September 17, 2007

Her Worship the Mayor and
Councillors of the City of Guelph.

Your Council as a Committee of the Whole beg leave to present this their THIRD REPORT as recommended at its meeting of August 13, 2007:

- CLAUSE 1 THAT Hugh Whiteley be appointed to the Wastewater Treatment Master Plan Public Advisory Committee for the duration of the mandate of the committee.
- CLAUSE 2 THAT Stephen Rodd be appointed to the Organic Processing Technology Review Public Steering Committee for the duration of the mandate of the committee.

Councillor Gloria Kovach

226 Exhibition St
Guelph ON N1H 4R5
July 18 2007

Kiran Suresh
Project Manager
Wastewater Services Division
Environmental Services Department
City Hall
59 Carden St
Guelph ON N1H 3A1

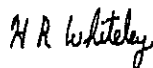
RE: MEMBERSHIP ON THE PUBLIC ADVISORY COMMITTEE OF THE
WASTEWATER MASTER PLAN STUDY

I apply for membership on the Public Advisory Committee being set up as part of the process by the City of Guelph to establish a Wastewater Master Plan for the City.

I have been involved as an interested citizen in the environmental assessment of expansion of the City of Guelph wastewater treatment plant. My participation in the PAC of the Wastewater Master Plan would be a logical continuation of my interest and involvement in the planning of wastewater treatment options for the city.

I will be away from Guelph from July 26 until October 10th 2007. I recognize that being unavailable for this extended time during the startup period for the study is a difficulty.

Yours truly



Hugh Whiteley

R. Stephen Rodd, 21 Metcalfe Street, Guelph N1E 4X2
phone 519-822-1102

21 July 2007

RECEIVED
JUL 24 2007

City Clerk, City Hall
59 Carden Street, Guelph N1H 3A1

CITY CLERK'S OFFICE

Dear Mrs. Giles

Re: Organic Processing Technology Review, Public Steering Committee

I would like to apply for a position on the Organic Processing Technology Review Public Steering Committee.

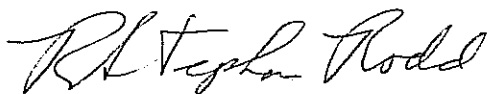
I am over 18 years of age, a Canadian citizen all of my life and a resident of Ward one since 1964. My wife and I jointly own our home on Metcalfe Street. I am not a member of any City Board/Commission/Committee.

I have some expertise and experience in relevant fields. I shall list my work in the fields of waste management.

1. In the late 1980's I was part of the University of Guelph faculty committee which planned, organized and presented a major Seminar on large-scale composting with other faculty from the School of Engineering (Jack Pos, Lambert Otten), Land Resource Science, and others.
2. In 1984 the Ontario Government established the Ontario Waste Management Corporation to develop an Ontario facility to treat and dispose of hazardous Industrial Wastes, excluding nuclear waste. The minister of Environment asked various organizations to nominate individuals to be on the Board of Directors, including the Conservation Council of Ontario. That Council nominated me and I was a Director from 1984 until 1995 when it was disbanded.
3. In 1994 the City of Guelph established the Landfill Search Group (LSG) composed of senior City managers and four volunteers from the community, of which I was one. The other three volunteers were all professional engineers or biologists in one aspect or another of the key issues in landfill design and siting. The group selected me to act as Chairman of the Group, which met itself and also with the Community Advisory Sub Committee (CASC) for several dozens of meetings over fifteen to eighteen months.
4. I was a volunteer member of the Green Plan Steering Committee from 1994-2006, representing the economic interests and the environmental issues of the community in the City's implementation of the Goals and Objectives of the Green Plan.

My academic and professional training and experience over my career centred around natural resource and environmental economics and community planning in the University of Guelph. I am a retired Registered Professional Planner.

Yours truly

A handwritten signature in black ink that reads "R. Stephen Rodd". The signature is written in a cursive style with a large initial "R" and a distinct "S" and "R" for "Stephen" and "Rodd".

R. Stephen Rodd, MCIP, RPP, (ret.)

c.c Ian Findlay, Kathleen Farrelly, Bob Bell

RECEIVED
JUL 25 2007

CITY CLERK'S OFFICE

APPLICATION

TO GUELPH CITY COUNCIL
FOR APPOINTMENT TO A
STATUTORY BOARD, COMMITTEE
OR ADVISORY COMMITTEE

NAME: Tim Adlington
ADDRESS: 5 Serena Lane, Guelph, On N1L 1E7

(Include Postal Code)
TELEPHONE NO: (H) 519 842 2546 (W) 519 269 9777

OCCUPATION: President Middlesex Mushrooms Ltd. Preparing compost for mushroom growers
STATUTORY BOARD, COMMISSION OR ADVISORY COMMITTEE TO WHICH YOU ARE

SEEKING APPOINTMENT: (If more than one, please list in order of preference)

- (1) Organic Processing Technology Review Public Steering Committee
- (2) _____
- (3) _____
- (4) _____

REASONS FOR SEEKING APPOINTMENT:

I have experience and interest in the area of composting, and would like to share that skill for getting the right strategy in place for Guelphs green future.. I have B.Sc. and M.Sc. from Uni of Guelph and an MBA from Toronto and believe I have a contribution to make.

ADDITIONAL INFORMATION WHICH MAY BE HELPFUL IN CONSIDERATION OF YOUR APPLICATION: (Attach additional information if needed)

We have been active in sending employees from our company to Holland to observe composting facilities and technology there as well as have toured similar facilities in New Market and Toronto. I operate a facility with spigot floor technology that is similar to the facility just built in Hamilton by Maple.

SIGNATURE: Tim Adlington July 24, 2007 DATE:

PLEASE RETURN THIS APPLICATION TO : CITY CLERK'S OFFICE
CITY OF GUELPH
59 CARDEN STREET
GUELPH, ON N1H 3A1

IN ORDER TO BE ELIGIBLE FOR APPOINTMENT, YOU MUST BE A CANADIAN CITIZEN, OVER 18 YEARS OF AGE AND EITHER THE OWNER OR TENANT OF LAND OR THE SPOUSE OF AN OWNER OR TENANT OF LAND IN THE MUNICIPALITY.

PURSUANT TO THE MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT, THE PERSONAL INFORMATION CONTAINED IN THIS FORM WILL BE USED SOLELY TO ASSESS YOUR QUALIFICATIONS FOR APPOINTMENT TO ONE OF THE CITY'S STATUTORY BOARDS, COMMISSIONS OR ADVISORY COMMITTEES.

ADDITIONAL INFORMATION MAY BE OBTAINED BY CONTACTING THE CITY CLERK'S OFFICE AT PHONE: (519) 837-5603; FAX: (519) 763-1269

APPLICATIONS ARE DUE BY 4:30 p.m. ON FRIDAY, NOVEMBER 17th, 2006.

CONSENT AGENDA

September 17, 2007

Her Worship the Mayor
and
Members of Guelph City Council.

SUMMARY OF REPORTS:

The following resolutions have been prepared to facilitate Council's consideration of the various matters and are suggested for consideration. If Council wishes to address a specific report in isolation of the Consent Agenda, please identify the item. The item will be extracted and dealt with immediately. The balance of the Consent Agenda will be approved in one resolution.

A Reports from Administrative Staff

REPORT	DIRECTION
<p>A-1) PURCHASE OF FOUR CONVENTIONAL BUSES – CONTRACT NO. 07-026</p> <p>THAT Contract No. 07-026 in the amount of \$1,707,392, be awarded to Nova Bus, Saint-Eustache, Quebec</p>	Approve
<p>A-2) VICTORIA GARDENS SUBDIVISION: REQUEST FOR AN EXTENSION OF DRAFT PLAN APPROVAL BY BLACK, SHOEMAKER, ROBINSON AND DONALDSON LTD. ON BEHALF OF VICTORIA WOOD (ARHELL) LIMITED. (FILE 23T-01503) – WARD 6</p> <p>THAT Report 07-82 regarding a request for a Draft Plan Approval extension to the Victoria Gardens Subdivision (23T-01503) from Community Design and Development Services, dated September 17, 2007, be received;</p> <p>AND THAT the application by Black, Shoemaker, Robinson and Donaldson Limited on behalf of Victoria Wood (Arkell) Limited for a three (3) year Draft Plan Approval Extension to Phase 3 and Phase 4 of the Victoria Gardens Residential Subdivision (23T-01503) on lands legally described as Part of Northeast Half of Lot 7, Concession 8, City of Guelph, known municipally as 299 Arkell Road be approved to an extended lapsing date of September 27, 2010, subject to the conditions outlined in Schedule 2 of the Community Design and Development Services Report 07-82 dated September 17, 2007.</p>	Approve

B ITEMS FOR DIRECTION OF COUNCIL

C ITEMS FOR INFORMATION OF COUNCIL

attach.



City of Guelph

A-1

Report:

OPERATIONS

TO: Council

DATE: 2007/09/17

SUBJECT: PURCHASE OF FOUR CONVENTIONAL BUSES
CONTRACT NO. 07-026

RECOMMENDATION:

"THAT Contract No. 07-026 in the amount of \$1,707,392, be awarded to Nova Bus, Saint-Eustache Quebec."

SUMMARY:

Guelph Transit currently has 26 Nova buses in the Fleet. This product has proven to be very reliable and has been well received by Guelph Transit drivers, maintenance staff and ridership community. For this reason and the ones outlined in the report below, staff recommend that the City of Guelph continue to purchase the Nova product.

BACKGROUND:

City of Guelph Contract number 07-026 was for the purchase of four (4) 40' Transit Buses for 2007 (with option to renew up to 2010) it closed with the following results.

Manufacturer	Tendered Price	4 buses - 2007
Nova Bus	\$427,587 each	\$1,710,348
New Flyer	\$400,992 each	\$1,603,968

REPORT:

In reviewing the bids submitted, it was determined that the New Flyer bid was not to required specifications in four key areas; brake components, rear axle manufacturer, maximum turning radius and frame structure. The Nova bid met all specifications and therefore staff recommend awarding the contract to Nova Bus.

CORPORATE STRATEGIC PLAN:

A COMMUNITY-FOCUSED, RESPONSIVE AND ACCOUNTABLE GOVERNMENT

5.3 Open, accountable and transparent conduct of municipal business

FINANCIAL IMPLICATIONS:

Funding for four replacement buses will come from the Transit Vehicle Replacement Reserve TR0024 as shown in the attached Budget and Financing Schedule.

DEPARTMENTAL CONSULTATION/CONCURRENCE:

Transit Operation – Community Services

COMMUNICATIONS:

N/A

ATTACHMENTS:

Attachment 1: Budget and Financing Schedule.



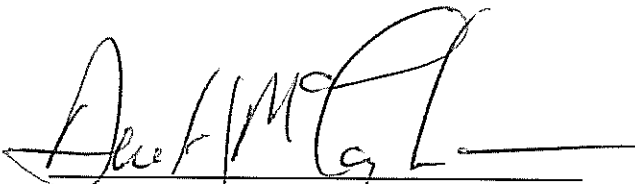
Prepared By:

Bill Barr

Manager of Fleet and Equipment

837-5628 x 2003

bill.barr@guelph.ca



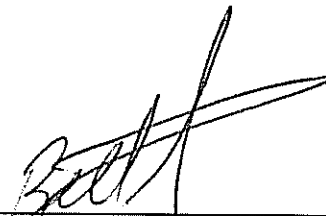
Recommended By:

Derek McCaughan

Director of Operations

837-5628

derek.mccaughan@guelph.ca



Recommended By::

Bill Stewart

Acting, Director of Finance

837-5610

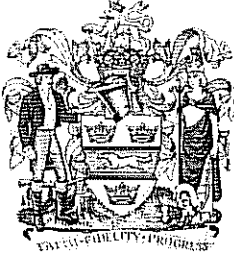
bill.stewart@guelph.ca

Reserve Budget and Financing Schedule

Project Scope: Replace 4 Conventional Buses
Contract #: 07-026
Capital Account: TR0024
Prepared by: Ryan Hagey
Date: August 27, 2007

	Individual Forecasted Amount	Total Number Approved	Total Forecasted Amount	Individual Price Quoted	Total Number Quoted	Total Amount Quoted	Forecasted Surplus/ (Deficit)
Conventional Bus NOVA PST (8%)	440,800	4	1,763,200	427,587	4	1,710,348 136,828	
Total	440,800	4	1,763,200	427,587	4	1,847,176	(83,976)

NOTE: Earlier this year there was a \$78,251 surplus resulting from the refurbishing conventional buses. This surplus will be used to offset the \$83,976 deficit resulting from replacing conventional buses. The remaining deficit of \$5,725 is within the acceptable threshold (lower of 10% or \$10,000) and will be funded from the reserve.



**COMMUNITY DESIGN & DEVELOPMENT
SERVICES**

TO: Council

DATE: September 17, 2007

SUBJECT: VICTORIA GARDENS SUBDIVISION: Request for an Extension of Draft Plan Approval by Black, Shoemaker, Robinson and Donaldson Ltd. on behalf of Victoria Wood (Arkell) Limited. (File 23T-01503) – Ward 6

RECOMMENDATION:

“THAT Report 07-82 regarding a request for a Draft Plan Approval extension to the Victoria Gardens Subdivision (23T-01503) from Community Design and Development Services, dated September 17, 2007, BE RECEIVED;

AND

THAT the application by Black, Shoemaker, Robinson and Donaldson Limited on behalf of Victoria Wood (Arkell) Limited for a three (3) year Draft Plan Approval extension to Phase 3 and Phase 4 of the Victoria Gardens Residential Subdivision (23T-01503) on lands legally described as Part of Northeast Half of Lot 7, Concession 8, City of Guelph, known municipally as 299 Arkell Road BE APPROVED to an extended lapsing date of September 27, 2010, subject to the conditions outlined in SCHEDULE 2 of the Community Design and Development Services Report 07-82 dated September 17, 2007.”

BACKGROUND:

The overall Victoria Gardens Subdivision applies to 30 hectares of land located west of Victoria Road South and south of Arkell Road (see **Location Map in Schedule 1**). This subdivision (23T-01503) received Draft Plan Approval on September 27, 2002. The original draft plan shown on **Schedule 3** consists of a mixed use residential subdivision, including a neighbourhood commercial

centre, an elementary school site and community park. This report deals with a request to extend draft plan approval on the remaining unregistered areas within the plan, which are highlighted as the subject lands on **Schedule 1**.

The requested draft plan extension is required to allow the owner to proceed with the registration of the remaining phases of the Victoria Gardens Subdivision. The owner will not be able to fulfil all of the conditions prior to the lapsing of Draft Plan Approval on September 27, 2007.

Section 51 (33) of the Ontario Planning Act allows the municipality to grant an extension of Draft Plan Approval. The applicant has requested that City Council provide an extension of 3 years for a new draft plan lapsing date of September 27, 2010.

Registered Phases of the Watson East Subdivision

Schedule 4 highlights the registered and unregistered portions of the Victoria Gardens subdivision. The following two 61M Plans have been registered:

- **61M108** - Victoria Gardens Phase 2A (Registered February 25, 2005)
- **61M119** - Victoria Gardens Phase 2B (Registered August 25, 2005)

Prior to the registration of these two phases, the school site, park and greenway block 262 were registered through an approved consent to sever application (B-33/02) to facilitate the earlier construction of the Sir Iassac Brock Public School site. These blocks are described by Reference Plan 61R-9229 and shown on **Schedule 4** as Phase 1.

Unregistered Phases within the Victoria Gardens Subdivision

The two remaining areas of Draft Plan 23T-01503 to be registered are shown as Phase 3 and Phase 4 in **Schedule 4**. A brief description of the remaining development to be registered within each of these corresponding areas is provided below:

Victoria Gardens Phase 3

The remaining residential units to be registered within this phase consist of 95 detached dwellings, 18 semi-detached units, and approximately 86 townhouse units. At present, the owner is actively working towards the registration of Phase 3. While the timing of this phase is 2008 in the current Development Priorities Plan (DPP), registration of this phase is moving ahead based on the flexibility clause within the DPP. It is expected that the subdivision agreement will be executed prior to the September 27, 2007 lapsing date.

Victoria Gardens Phase 4

This final phase of registration includes two apartment blocks and one cluster townhouse block for a maximum of 199 residential units. This phase also includes the development of a neighbourhood commercial block at the

southwest corner of Victoria Road and Arkell Road (see **Schedule 4**). The registration of this final phase will require necessary upgrades to Arkell Road, which have been forecasted for 2007/2008 in the 2006 Capital Budget. The timing for this phase is identified as post 2008 in the 2007 DPP to coincide with the road upgrades. The owner will be unable to register this phase prior to the September 27, 2007 lapsing date due to the timing outlined in the DPP.

REPORT:

Staff is recommending that the request for a 3 year extension of Draft Plan Approval for a new draft plan lapsing date of September 27, 2010 be granted. This will allow the owner to complete the registration of Phase 4 in keeping with the timing outlined in the DPP, subject to the conditions outlined in **Schedule 2**.

The requested draft plan extension is supported because the land uses and design of the unregistered portions of the draft plan are still appropriate and in keeping with current City and provincial policy. The unregistered portions of the subdivision include the development of a number of medium density and high density residential blocks that are important to meet the density requirements of the Places to Grow legislation for greenfield areas. The anticipated net residential density that will be achieved through the future registration of Phase 3 and Phase 4 is approximately 31.5 units per hectare.

The neighbourhood commercial block at the corner of Victoria Road and Arkell Road also remains relevant to provide commercial and employment uses within the planning area. This is consistent with the goals and direction of the Provincial Policy Statement and Places to Grow legislation.

Schedule 7 includes a density calculation for the remaining unregistered portions within draft plan 23T-01503 to allow a comparison with the Provincial "Places to Grow" density target. This calculation shows that a density of 70.6 residents and jobs combined per hectare can be achieved within the unregistered portions of this plan. This exceeds the entire designated greenfield area density target of 50 residents and jobs combined per hectare established in the "Places to Grow" Growth Plan.

The conditions of draft plan approval that apply to the unregistered phases remain relevant and include all the conditions previously endorsed by City Council, with some revisions made to update standard wording and new departmental names and titles. These revisions are considered minor and therefore no further notice under the Planning Act is required.

CORPORATE STRATEGIC PLAN:

Supports Urban Design and Sustainable Growth Goal #1: An attractive, well-functioning and sustainable City.

DEPARTMENTAL CONSULTATION:

The request for the proposed extension of Draft Plan Approval was circulated to City departments and commenting agencies. No objections to granting the extension were received.

ATTACHMENTS:

Schedule 1 – Location Map

Schedule 2 – Conditions of Draft Plan Approval (23T-01503)

Schedule 3 – Original Victoria Gardens Draft Plan (23T-01503)

Schedule 4 – Registered and Unregistered Phases of Draft Plan 23T-01503

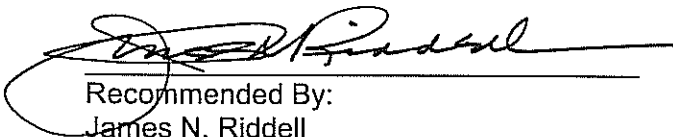
Schedule 5 – “Places to Grow” Density Calculation for Unregistered Portions within Draft Plan 23T-01503



Prepared By:
Chris DeVriendt
Senior Development Planner



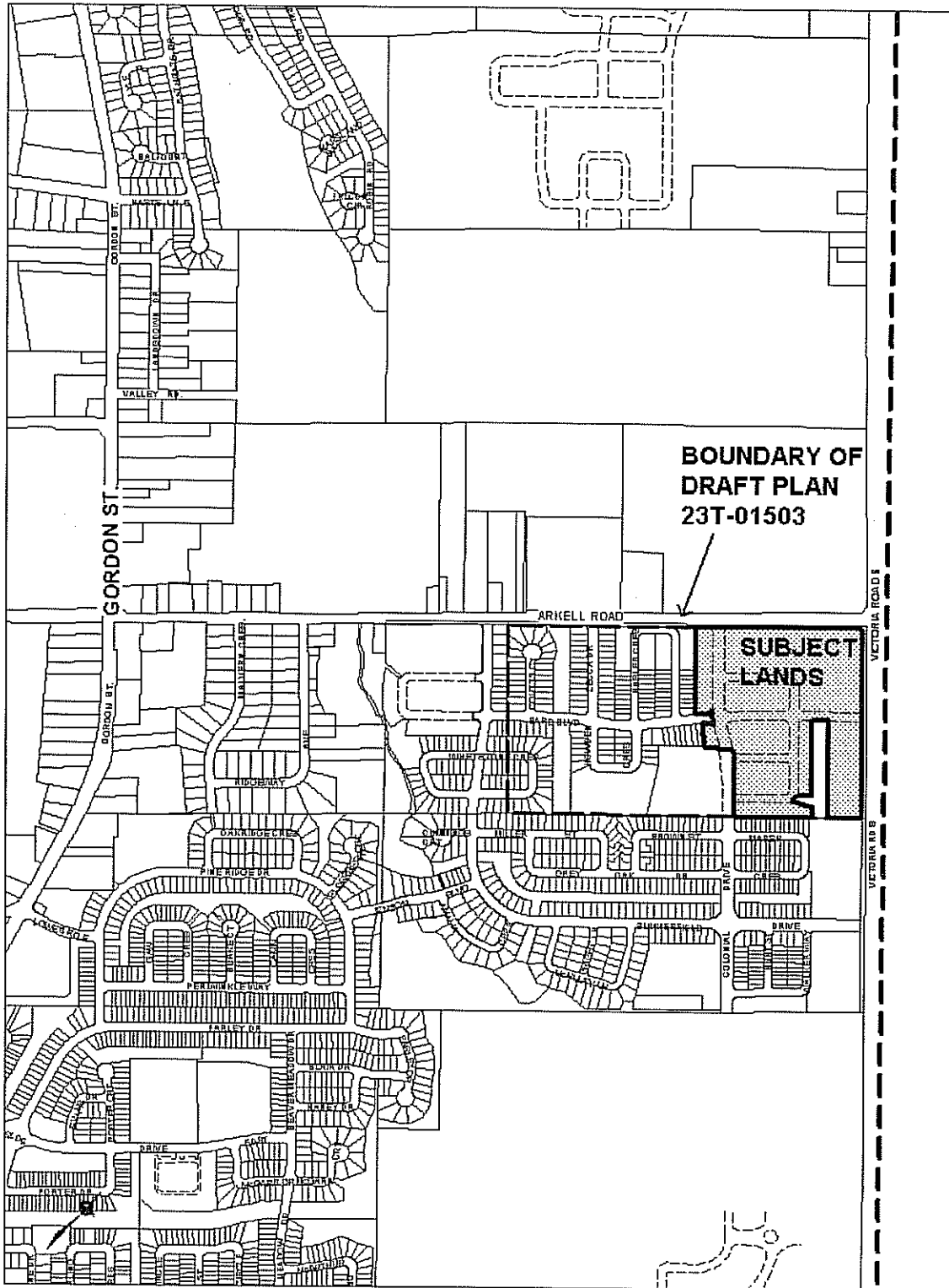
Recommended by:
R. Scott Hannah, Manager of
Parks and Development Planning



Recommended By:
James N. Riddell
Director of Community Design and
Development Services

T:\Planning\Chris D\Subdivision Registration\Vic Gardens\Vic Gardens 23T01503 draft plan extension report.doc

SCHEDULE 1 Location Map



SCHEDULE 2

Draft Plan Approval Conditions 23T-01503

1. That the registration of the plan, or any part thereof, shall require approval of the City with respect to **adequate water supply and sewage treatment capacity** being available.
2. That the developer shall pay any **outstanding debts** owed to the City prior to the registration of the plan.
3. That any dead ends and open sides of road allowances created by this draft plan be terminated in **0.3 metre reserves** which shall be conveyed to the City. The 0.3 metre reserves along the Victoria Road South frontage and Arkell Road frontage shall be conveyed to the City. Blocks 270, 271 and 272 shall be deeded to the City for reserves. In addition, any road widenings required along Arkell Road to establish a streetline of 15 metres from the original centreline of Arkell Road shall be dedicated as part of Arkell Road.
4. The owner shall pay, as determined applicable by the City Treasurer, **development charges** and education development charges, in accordance with the City of Guelph Development Charges By-law (2004)-17361, as amended from time to time, or any successor thereof, and in accordance with the Education Development Charges By-laws of the Upper Grand District School Board (Wellington County) and the Wellington Catholic District School Board, as amended from time to time, or any successor by-laws thereof, prior to issuance of a building permit, at the rate in effect at the time of issuance of the building permit.
5. That the developer **deeds to the City** any lands required by the City for Storm Water Management Facilities (**Blocks 262, 263, 264 and 265**). Furthermore, the developer shall demarcate the boundaries of any lands conveyed to the City in accordance with the policies of the City.
6. That **site plans for all corner building lots**, as determined by the City Engineer, shall be submitted to the City Engineer for approval of driveway location.
7. The developer shall implement the **noise control measures** recommended in an updated report to the Traffic Noise Assessment (June 2002) prepared by Paradigm Transportation Solutions Limited prior to the registration of any part of this Plan. The developer shall undertake all work and obligations contained in the report and these requirements shall be detailed in the Subdivision Agreement. The location of noise mitigation features should also be specified to the satisfaction of the Director of Community Design and Development Services.
8. That the developer shall prepare and implement a **construction traffic access and control plan** for all phases of servicing and building construction to the satisfaction of the City. All damage or maintenance required to surrounding streets as a result of such traffic shall be at the developer's cost.

9. That the developer is responsible for the total **cost of the design and construction of all services** required to service all of the lands within the plan of subdivision, including sanitary, storm and water facilities, the distance and alignment to be determined by the City of Guelph, with such cost to include services required to service the subdivision which are located outside the limits of the subdivision.
10. The developer is responsible for the total cost of the design and construction and any **roadworks, including sidewalks, boulevards and curbs**, within and surrounding the plan of subdivision, and specifically:
 - a) The developer shall be responsible for their share of the cost of constructing and installing turning lanes across the frontage of the lands at the intersections of Victoria Road South and Street No. 1, Arkell Road and Street No. 5, Arkell Road and Street No. 8, Victoria Road South and the access to Block 257, Victoria Road South and the access to Block 259.
 - b) The subdivision shall not be registered until such time as funding to upgrade Arkell Road to full urban standards including the construction of sewers has been secured to the satisfaction of the City Engineer.
11. That all **easements and rights-of-way** required within or adjacent to the proposed subdivision be granted to the satisfaction of the City, Guelph Hydro Electric Systems and other Guelph utilities.
12. That the developer shall pay to the City the cost of any **existing services** within or abutting the proposed subdivision, as determined by the City Engineer.
13. That the developer makes arrangements, satisfactory to the City Engineer, concerning the scheduling of the development and the developers payment of **cost for services** within and surrounding the subdivision.
14. That the developer **phases the subdivision** to the satisfaction of the City and specifically:
 - a) No registration of the plan shall take place until the lands can be serviced with a sanitary sewer outlet to the satisfaction of the City Engineer and Director of Community Design and Development Services.
 - b) The Outback Developments subdivision (23T-01507) to the west will need to be registered and developed to the satisfaction of the City Engineer in order to provide the required sewers, watermain and road prior to the registration of Street No. 11 and Lots 34 to 49 inclusive, or any part thereof.
 - c) No registration of the plan shall take place until the Environmental Assessment for Victoria Road South has been completed to the satisfaction of the City Engineer.

15. Lots 1 and 33 abutting Street No. 6 shall be **deeded to the City** and held, in accordance with City policy, until Street No. 6 can be constructed and extended westerly beyond the terminus of the road as shown on the draft plan, to the satisfaction of the City Engineer.
16. The developer shall carry out an **archaeological assessment** of the subject property and mitigate, through preservation or resource removal, adverse impacts to any significant archaeological resources found. No demolition, grading or soil disturbances shall take place on the subject property, prior to the issuance of a letter from the Ministry of Culture to the City indicating that all archaeological assessment and/or mitigation activities undertaken have met licensing and resource conservation requirements.
17. That the developer prepare a **site drainage and grading plan** for the entire subdivision, satisfactory to the City Engineer.
18. That the developer constructs, installs and maintains **erosion and sediment control** facilities, satisfactory to the City Engineer, prior to any grading or construction on the subdivision lands in accordance with a plan that has been submitted to and approved by the City Engineer. Furthermore, the developer shall provide a qualified **environmental inspector**, satisfactory to the City Engineer, to inspect the site during all phases of development and construction including grading, servicing, and building construction. The environmental inspector shall monitor and inspect the erosion and sediment control measures and procedures and compliance with the approved plans on a weekly or more frequent basis if required. The environmental inspector shall report on his or her findings to the City on a monthly or more frequent basis.
19. That all telephone service and Cable TV service in the plan be underground and the developer shall enter into a servicing agreement with **Bell Canada** providing for the installation of underground telephone service, prior to the registration of the plan of subdivision.
20. That the developer pays the cost of supplying and erecting **street name and traffic control signs** in the subdivision, to the satisfaction of the City.
21. That the developer pays to the City the flat rate charge established by the City per metre of road frontage, to be applied to **tree planting** within the proposed subdivision.
22. That **street lighting and underground wiring** shall be provided throughout the subdivision at the developer's expense and in accordance with the policies of the City of Guelph and Guelph Hydro.
23. The developer shall submit a detailed **Stormwater Management report** and Plans to the satisfaction of the City Engineer which show how stormwater will be controlled and conveyed to the receiving water body. The report and plans shall address the issue of water quality in accordance with recognized best management practices and Provincial Guidelines. The report shall include a monitoring program to assess the performance of the stormwater management facilities.

24. Any **domestic wells and boreholes** drilled for hydrogeological or geotechnical investigations be properly abandoned in accordance with the Ministry of Environment Regulations and Guidelines to the satisfaction of the City Engineer.
25. The developer notify all purchasers and/or tenants of all lots that **sump pumps** will be required for every lot unless a gravity outlet for the foundation drain can be provided on the lot in accordance with a design by a Professional Engineer. Furthermore, the developer shall ensure that all sump pumps are discharged to the rear yard and the developer shall notify all purchasers that the discharge shall be to the rear yard.
26. That the **road allowances** included in the draft plan be shown and dedicated as public highway's and that prior to the registration of any phase of the subdivision, the City shall receive a letter from the O.L.S. preparing the plan that certifies that the layout of the roads in the plan conforms to the City's "Geometric Design Criteria-July 23, 1993", with the exception of the road widths which shall comply with the widths shown on the approved draft plan of subdivision.
27. That the developer notify all prospective purchasers and homeowners in the subdivision that all parts of Street Nos. 1, 5 and 6 could be used as part of a **transit route** to provide public transit service through the subdivision from the early stages of development.
28. That the developer build **Street Nos. 1, 5 and 6** with a roadway having a minimum pavement width of 10 metres and sidewalks to the satisfaction of the City.
29. That the developer shall pay to the City the cost of installing **bus stop pads** in the subdivision at the locations to be determined with Guelph Transit, prior to the registration of the plan.
30. That the developer notify all prospective purchasers and homeowners of Blocks 257 and 258 that Victoria Road South may be used as a **truck route**.
31. That the developer **notify** all prospective purchasers and homeowners of **Lots 76, 77 and 169, Block 255 and Block 256** and the units of **Block 251** and 254, that have flankage on Arkell Road, that Arkell Road may be used as a truck route.
32. That the developer enters into an **Engineering Services Agreement** with the City and a **Subdivision Agreement** with the City registered on title, satisfactory to the City Engineer.
33. That the developer shall submit a report prepared by a Professional Engineer to the satisfaction of the Chief Building Official **certifying all fill** placed below proposed building locations. All fill placed within the allowable zoning by-law envelope for building construction shall be certified to a maximum distance of 30 metres from the street line. This report shall include the following information: lot number, depth of fill, top elevation of fill and the area approved for building construction from the street line.

34. That the developer shall submit a report prepared by a Professional Engineer to the satisfaction of the Chief Building Official providing an opinion on the presence of **soil gases** (radon and methane) in the plan of subdivision in accordance with applicable provisions contained in the Ontario Building Code.
35. That the developer **erect signs** at the entrances to the subdivision showing the proposed land uses and zoning of all lots and blocks within the proposed subdivision and predominantly place on such signs the wording "For the zoning of all lands abutting the subdivision, inquiries should be directed to Community Design and Development Services".
36. The developer shall **dedicate Block 261** for parks purposes in accordance with the provisions of City of Guelph By-law (1989)-13410, as amended by By-law (1990)-13545, or any successor thereof.
37. Prior to the release of building permits, the developer shall be responsible for the **cost and development of the "Basic Park Development"** as per the City of Guelph Recreation and Parks Department's Specifications for Parkland Development, which includes clearing, grubbing, topsoiling, grading and sodding to the satisfaction of the Director of Community Services. The final grading of **Park Block 261** should be completed in a manner that will accommodate sports fields to the satisfaction of the Director of Community Services.
38. Prior to the registration of all, or any portion of the plan containing a park block, the developer shall **provide security** to the satisfaction of the City for the estimated cost of the park development.
39. Prior to the release of building permits, the developer shall **demarcate the boundary of Park Block 261** in accordance with the City of Guelph Property Demarcation Policy. This shall include submitting drawings for approval, identifying the concrete markers and living fences, to the satisfaction of the Director of Community Design and Development Services. The developer shall be responsible for the cost of design and development of the living fence and property demarcation for the Park Block.
40. Prior to the release of building permits, the developer shall **demarcate** the boundary of the Stormwater **Greenway Blocks 262 to 265** in accordance with the City of Guelph Property Demarcation Policy. This shall include submitting drawings for approval, identifying the concrete markers and living fences, to the satisfaction of the Director of Community Design and Development Services. The developer shall be responsible for the cost of design and development of the living fence and property demarcation for the Stormwater Greenway Blocks.
41. Prior to the registration of the subdivision plan or any part thereof, the owner shall pay to the City, the City's total **cost of reproduction and distribution of the Guelph Residents' Environmental Handbook**, to all future homeowners or households within the plan, with such payment based on a cost of one handbook per residential dwelling unit, as determined by the City.
42. The developer shall include in the subdivision agreement and insert in all agreements of purchase and sale or lease for each dwelling in **Blocks 255,**

256, 257 and 258 the following warning clause – “The lands adjacent to the subdivision are being utilized for normal agricultural operations that may result in noise, dust, odour and other potential nuisances associated with livestock or agricultural uses. These normal agricultural practices may occasionally affect the living environment of residents in close proximity to agricultural operations.”

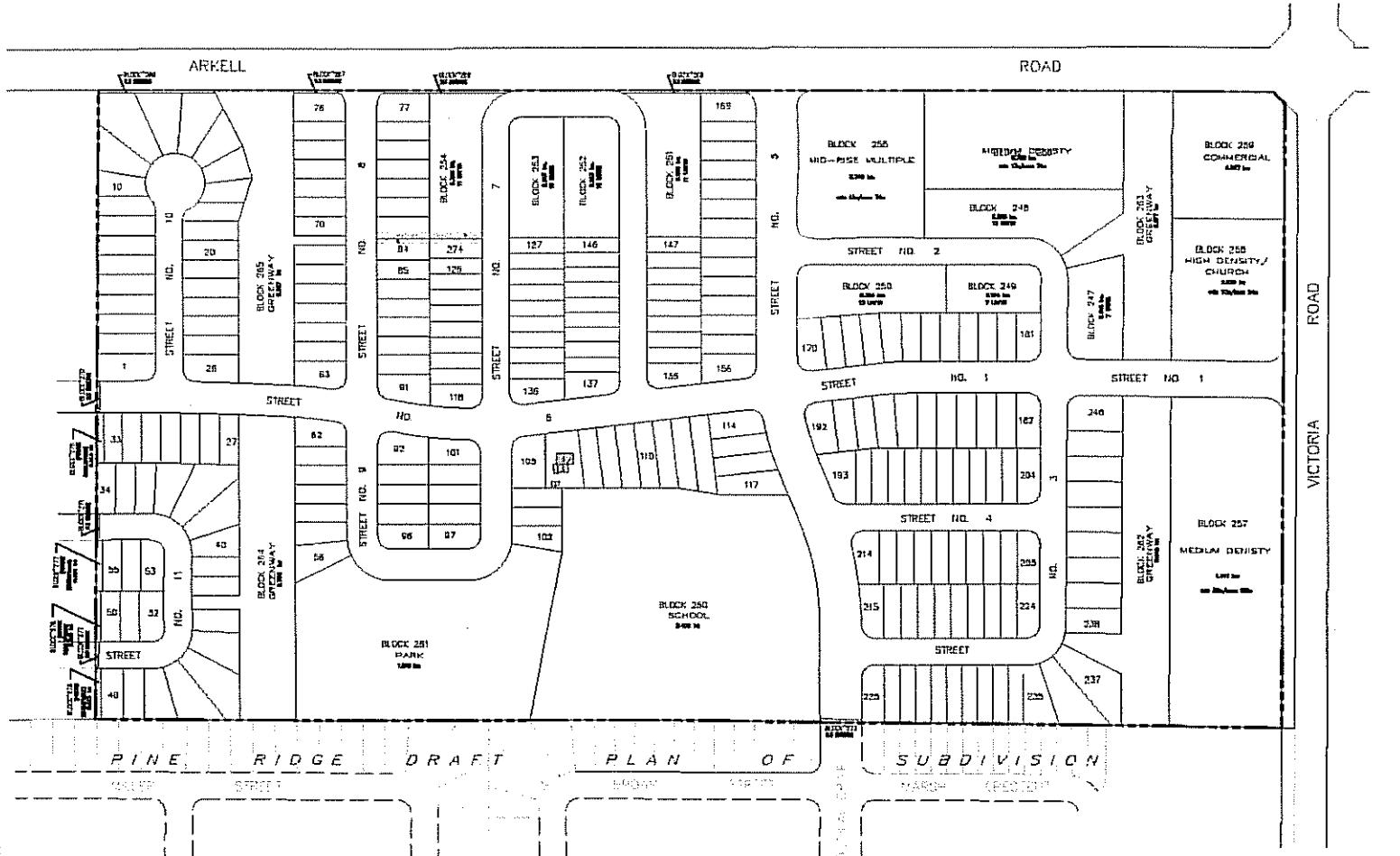
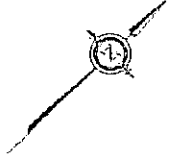
43. The developer shall satisfy all requirements and conditions of **Canada Post** including advisories and suitable mailbox locations. The developer shall ensure that the eventual lot/home owner is advised in writing by the developer/subdivider/builder that Canada Post has selected the municipal easement to their lot for a Community Mail Box installation and the developer shall be responsible for the installation of concrete pads in accordance with the requirements of Canada Post, in locations to be approved by Canada Post to facilitate the placement of Community Mail Boxes. The concrete pads are to be poured at the time of curb installation within each phase of the subdivision shall complete any requirement of Canada Post including advisories and suitable mailbox locations, prior to the registration of the plan.
44. That the developer complete the following conditions to the satisfaction of the **Upper Grand District School Board**:
 - a) That the developer shall set aside Block 260 as a Public School site to the satisfaction of the Upper Grand District School Board.
 - b) The developer agrees to provide the Upper Grand District School Board with a digital file of the plan of subdivision in either ARC/INFO export of DXF format containing the following information: parcel fabric and street network;
 - c) Adequate sidewalks, lighting and snow removal is provided to allow children to walk safely to school;
45. That the developer and the **Wellington Catholic District School Board** reach an agreement regarding the supply and erection of signage, at the developer's expense, affixed to the subdivision sign advising potential Separate School supporters of the location of schools serving the area and the current practice of bussing students outside the immediate area should school in the area be at capacity.
46. Prior to any detailed lot grading or construction on the site and prior to the registration of the plan, the owners or their agents shall submit the following plans and reports to the satisfaction and approval of the **Grand River Conservation Authority**:
 - a. A detailed storm water management report and plans in accordance with the 1994 Ministry of Environment and Energy Report entitled, Stormwater Management Practices Planning and Design Manual. This report should include geotechnical information addressing the infiltration potential on the site. In addition, a storm-servicing plan for the site should be included.
 - b. Detailed Lot Grading and Drainage Plans.

- c. An erosion and sediment control plan and plan in accordance with the Grand River Conservation Authority's Guidelines on Erosion and Sediment Control for construction sites, including the means whereby erosion will be minimized and sediment maintained on site throughout all phases of grading and construction.
 - d. The subdivision agreement between the owners and the municipality contain provisions for the completion and maintenance of the works in accordance with approved plans and reports noted above.
47. A **landscape buffer**, including earth berm, along the Victoria Wood frontage is to be established through Site Plan Approval for **Blocks 257, 258 and 259** to the satisfaction of the Director of Community Design and Development Services and in consultation with the Director of Planning of the County of Wellington.
48. The Owner agrees to retain the building illustrated on **Lot 106** as part of the development of this subdivision. During the term of the subdivision agreement, the Owner agrees to maintain the building in a safe and secure condition, and, in the event of damage to the building, the Owner shall restore the building to a safe and secure condition, such restoration to take place forthwith after the occurrence of the damage. In the event of the total destruction of the building, the Owner agrees to make best efforts to replace the building, if feasible given the character, type and the age of the building and the building materials, such replacement to take place within one year of the destruction. The Owner further agrees to maintain property insurance for full replacement value on the building during the currency of the subdivision agreement.
49. Prior to the registration of all or any portion of the plan, the **Upper Grand District School Board** shall advise the City in writing how condition 44 has been satisfied.
50. Prior to the registration of all or any portion of the plan, the **Wellington Catholic District School Board** shall advise the City in writing how condition 45 has been satisfied.
51. Prior to the registration of all or any portion of the plan, the Grand River Conservation Authority shall advise the City in writing how condition 46 has been satisfied.
52. Prior to the registration of all or any portion of the plan, Canada Post shall advise the City in writing how condition 43 has been satisfied.
53. Prior to the registration of all or any portion of the plan, Guelph Hydro Electrical Systems Inc. shall advise the City in writing how conditions 11 and 22 have been satisfied.
54. Prior to the registration of all or any portion of the plan, Bell Canada shall advise the City in writing how condition 19 has been satisfied.

55. Prior to the registration of all or any portion of the plan, Ministry of Culture shall advise the City in writing how condition 16 has been satisfied.
56. This Draft Plan Approval shall lapse at the expiration of 3 years from the date of issuance of Draft Plan Approval.

SCHEDULE 3

Original Draft Plan 23T-01503

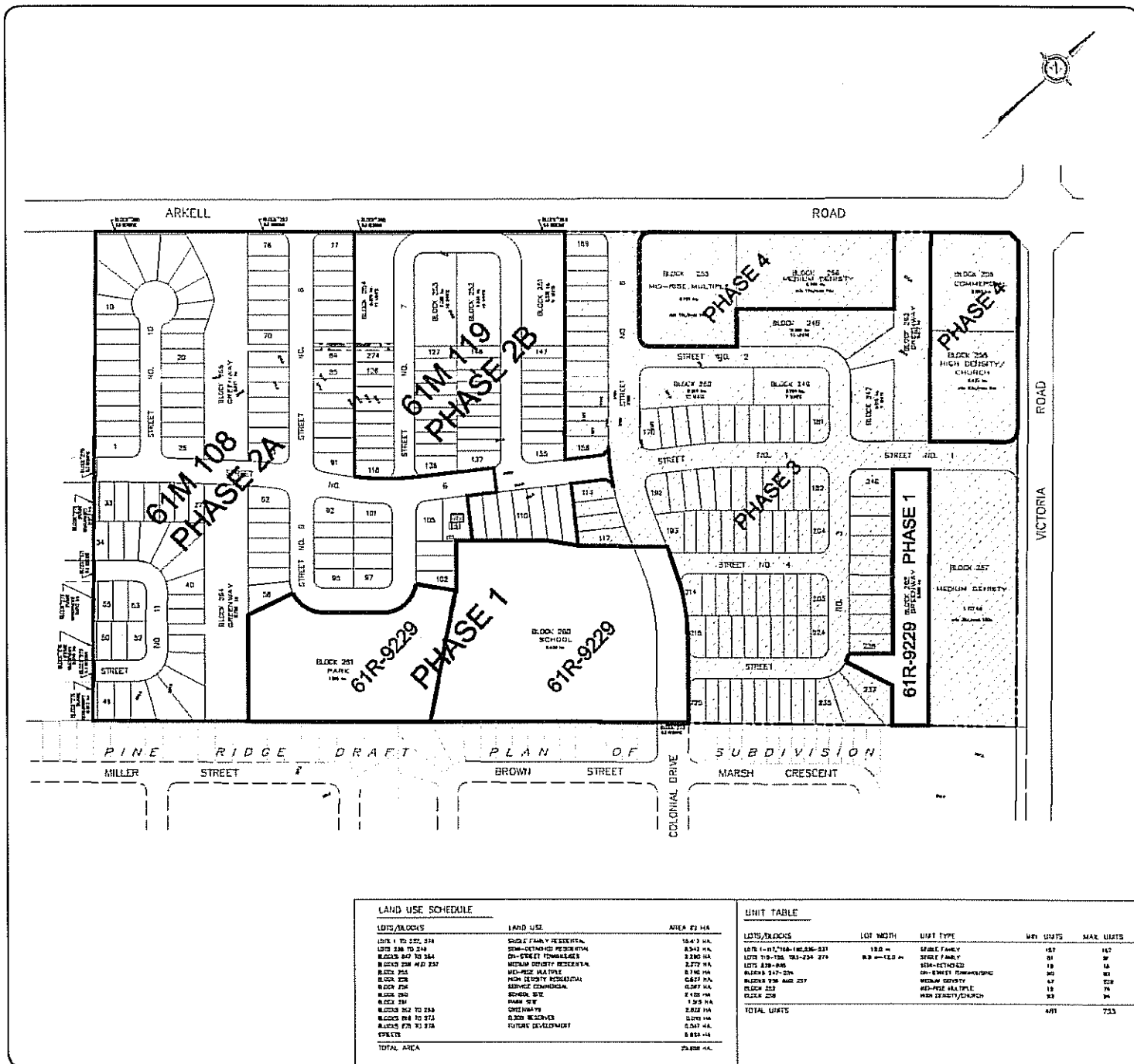


PINE RIDGE DRAFT PLAN OF SUBDIVISION

LAND USE SCHEDULE			UNIT TABLE				
LOTS/BLOCKS	LAND USE	AREA IN HA	LOTS/BLOCKS	LOT WIDTH	UNIT TYPE	MPA UNITS	MAX. U
LOTS 1 TO 232, 234	SINGLE FAMILY RESIDENTIAL	16.417 HA	LOTS 1-101, 103-193, 201	120 FT	SINGLE FAMILY	152	15
LOTS 236 TO 240	SEMI-DETACHED RESIDENTIAL	0.548 HA	LOTS 105-108, 203-214, 216	80 FT - 120 FT	SINGLE FAMILY	21	8
BLOCKS 247 TO 254	ON-STREET TOWNHOUSING	2.230 HA	LOTS 220-246		SEMI-DETACHED	10	10
BLOCK 256 RM RD 257	MEDIUM DENSITY RESIDENTIAL	2.372 HA	BLOCKS 247-254		ON-STREET TOWNHOUSING	80	80
BLOCK 253	MID-RISE MULTIPLE	0.190 HA	BLOCK 258 RM RD 257		MEDIUM DENSITY	47	2
BLOCK 254	HIGH DENSITY RESIDENTIAL	0.437 HA	BLOCK 259		NO-RISE MULTIPLE	10	7
BLOCK 255	OFFICE COMMERCIAL	0.562 HA	BLOCK 258		HIGH DENSITY/CHURCH	63	8
BLOCK 256	SCHOOL, SITE	2.429 HA					
BLOCK 257	PARK SITE	1.218 HA					
BLOCKS 261 TO 265	OPEN SPACES	7.079 HA					
BLOCKS 266 TO 273	OPEN SPACES	0.010 HA					
BLOCKS 274 TO 279	OPEN SPACES	0.017 HA					
STREETS	FUTURE DEVELOPMENT	0.024 HA					
			TOTAL UNITS			481	7

SCHEDULE 4

Registered and Unregistered Phases of Draft Plan 23T-01503



LAND USE SCHEDULE		
LOTS/BLOCKS	LAND USE	AREA (±) HA
LOTS 1 TO 227, 238	SINGLE FAMILY RESIDENTIAL	10.47 HA
LOTS 238 TO 248	SEMI-DETACHED RESIDENTIAL	8.343 HA
BLOCKS 249 TO 251	OH-SINGLE TOWNHOMES	2.280 HA
BLOCKS 252 AND 257	MEDIUM DENSITY RESIDENTIAL	2.272 HA
BLOCK 253	MED-POSE MULTIPLE	0.716 HA
BLOCK 254	HIGH DENSITY RESIDENTIAL	0.827 HA
BLOCK 255	SERVICE COMMERCIAL	0.287 HA
BLOCK 256	SCHOOL SITE	1.125 HA
BLOCK 257	CHURCH SITE	1.255 HA
BLOCKS 258 TO 259	CRENSHAW	2.822 HA
BLOCKS 260 TO 272	CLUST RESIDENCES	0.070 HA
BLOCKS 273 TO 276	FUTURE DEVELOPMENT	0.247 HA
STREETS		0.853 HA
TOTAL AREA		73.808 HA

UNIT TABLE				
LOTS/BLOCKS	LOT WIDTH	UNIT TYPE	MIN UNITS	MAX UNITS
LOTS 1-11, 116-126, 231	18.0 m	SINGLE FAMILY	157	157
LOTS 119-126, 243-254, 274	9.0 m - 12.0 m	SINGLE FAMILY	81	81
LOTS 238-248		SEMI-DETACHED	19	19
BLOCKS 249-251		OH-SINGLE TOWNHOMES	30	30
BLOCKS 252 AND 257		MEDIUM DENSITY	15	228
BLOCK 253		MED-POSE MULTIPLE	15	74
BLOCK 254		HIGH DENSITY/CHURCH	33	34
TOTAL UNITS			491	733

SCHEDULE 5
“Places to Grow” Density Calculation for Unregistered
Portions within Draft Plan 23T-01503

Residential Lands

Detached units	86
Semi-detached units	18
Townhouse units	116
Apartment units	169
Total # of units	389

Total # of Residents*	858
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Employment Lands

Commercial Lands

Total Area	0.567 ha
Total Jobs**	

Total Employment Land Jobs	53
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Total Area of Residential and Employment Lands	12.91 ha
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“PLACES TO GROW” DENSITY CALCULATION

Total # of Residents and Jobs per hectare	70.6
<i>(858 residents + 53 jobs / 12.91 ha)</i>	

Notes:

* based on 3.2 persons per unit (ppu) for detached and semi-detached dwellings, 2.5 ppu for townhouses and 1.5 ppu for apartments

** based on 35% building coverage (0.37 ha) and 400 square feet per employee

Please recycle!

- BYLAWS -

- September 17, 2007 -

<p>By-law Number (2007)-18379 A by-law to authorize the execution of a Subdivision Agreement between Terra View Custom Homes Limited, The Corporation of the City of Guelph and The Toronto-Dominion Bank. (974 Edinburgh Road South Subdivision – 23T06502)</p>	<p>To execute the subdivision agreement for 974 Edinburgh Road South Subdivision.</p>
<p>By-law Number (2007)-18380 A by-law to authorize the execution of an Agreement between J.G. Goetz Construction Ltd. and The Corporation of the City of Guelph. (Contract No. 2-0714 for the servicing and road construction of the Linke Subdivision, Phase 1)</p>	<p>To execute Contract No. 2-0714 for the servicing and road construction of the Linke Subdivision, Phase 1.</p>
<p>By-law Number (2007)-18381 A by-law to provide for the temporary closure of Severn Drive, Acker Street, Linke Place, Davis Street and Maude Lane during the servicing of Linke Subdivision Phase 1. (Contract No. 2-0714)</p>	<p>Closure of streets within the Linke Subdivision, Phase 1 during the servicing and road construction.</p>
<p>By-law Number (2007)-18382 A by-law to authorize the execution of an Agreement between Fer- Pal Construction Ltd. (North York) and The Corporation of the City of Guelph. (Contract No. 2-0722 for Rickson Avenue Watermain Re-lining)</p>	<p>To execute Contract 2-0722 for the Rickson Avenue watermain re-lining.</p>
<p>By-law Number (2007)-18383 By-law to remove Part Block 161, Plan 61M125 designated as Parts 25 and 36 inclusive, Reference Plan 61R10384 from Part Lot Control.</p>	<p>To remove Part of Block 161, Plan 61M125 from Part Lot Control.</p>

<p>By-law Number (2007)-18384 Being a By-law to amend By-law Number (2002) – 17017 (to amend Traffic Signals in Schedule VI, Yield Signs in Schedule VIII, All way Stops in Schedule IX, and Pedestrian Crossovers in Schedule X), and adopt Municipal Code Amendment #440, amending Schedules VI, VIII, IX and X of Chapter 301 of the Corporation of the City of Guelph’s Municipal Code.</p>	<p>Amending Traffic by-law for Traffic Signals, Yield Signs, All Way Stops and Pedestrian Crossovers.</p>
<p>By-law Number (2007)-18385 A by-law to authorize the execution of release of Sewer Lateral Agreement with respect to property described as part Lot 32, Plan 396.</p>	<p>Release of Sewer Lateral Agreement for Lot 32, Plan 396.</p>
<p>By-law Number (2007)-18386 A By-law to appoint persons as By-law Enforcement Officers to enforce all provisions of By-law Numbers (2002)-17017,(2003)-17082, (1984)-11440, and (1987)-12425, and to appoint persons as Parking By-law Enforcement Officers to enforce all parking and stopping provisions of the by-laws of The Corporation of the City of Guelph, to appoint Louro, MacLean, Little, Hanson, Sciorilli and to remove Goldenberg.</p>	<p>To appoint Parking By-law Officers for the City of Guelph.</p>
<p>By-law Number (2007)-18387 A By-law to appoint persons as By-law Enforcement Officers with respect to By-law Number (2003)-17070 (“the Municipal Solid Waste Collection By-law”), to appoint Louro, MacLean, Hanson and to remove Conley, Ellsworth, Goldenberg.</p>	<p>To appoint By-law Enforcement Officers for Solid Waste Collection.</p>
<p>By-law Number (2007)-18388 A By-law to appoint persons as By-law Enforcement Officers to enforce the provisions of By-law Number (1996)-15245, to appoint Louro, MacLean, Hanson, Sciorilli and to remove Goldenberg.</p>	<p>To appoint By-law Enforcement Officers for the City of Guelph.</p>

<p>By-law Number (2007)-18389 A By-law being a By-law to appoint persons as By-law Enforcement Officers to enforce the provisions of By-law Number (2000)-16366 (“the Noise By-law”), being a By-law to prohibit and regulate unusual noises or noises likely to disturb the inhabitants of the City of Guelph, to appoint Louro, MacLean, Pogan, Little, McKeown, Bond, Hanson, Sciorilli and to remove Krisko, Goldenberg.</p>	<p>To appoint By-law Enforcement Officers for the Noise By-law.</p>
<p>By-law Number (2007)-18390 A By-law being a By-law to appoint persons as By-law Enforcement Officers to enforce the provisions of By-law Number (2003)-17106, to appoint Louro, MacLean, Bond, Hanson, Sciorilli, Best, Gilks, Van Nostrand, Cober and to remove Goldenberg.</p>	<p>To appoint By-law Enforcement Officers for the Water By-law.</p>
<p>By-law Number (2007)-18391 A By-law to authorize the execution of the cost-sharing agreement between the City of Guelph and Barrel Works Guelph Ltd. for the joint purchase of a sign to be erected at the West Parkade.</p>	<p>To execute a Cost Sharing Agreement to purchase a sign at the West Parkade.</p>
<p>By-law Number (2007)-18392 A By-law to authorize the execution of an agreement between the Corporation of the City of Guelph, Wellington Standard Condominium Corporation #130 and Total Security Management Services Inc. (with respect to the enforcement of parking by-laws on private properties by private property agents).</p>	<p>To execute an agreement for enforcement of parking by-laws for Condominium Corporation #130.</p>
<p>By-law Number (2007)-18393 A by-law to amend By-law Number (1995)-14864, as amended, known as the Zoning By-law for the City of Guelph as it affects property known municipally as 370-372 Stone Road West, 304-324 Stone Road West and 511 Edinburgh Road South, and 292 Stone Road West (ZC0707).</p>	<p>Zoning By-law for 370-372 Stone Road West, 304-324 Stone Road West and 511 Edinburgh Road South and 292 Stone Road South.</p>
<p>By-law Number (2007)-18394 A by-law to authorize the execution of release of an agreement with respect to property described as Part Lot 1, Concession 3, Division C.</p>	<p>Release of an agreement for Part Lot 1, Concession 3, Division C.</p>

<p>By-law Number (2007)-18395 A by-law to authorize the acquisition of property described as Part of Lot 7, Plan 128, designated as Parts 1 and 2, Reference Plan 61R10670 and to dedicate the said lands as part of Stevenson Street and Eramosa Road.</p>	<p>Acquisition and Dedication of Part Lot 7, Plan 128.</p>
<p>By-law Number (2007)-18396 A by-law to remove Lot 24, Plan 61M122 designated as Parts 9 and 10, Reference Plan 61R10241.</p>	<p>To remove Lot 67, Plan 61M122 from Part Lot Control.</p>
<p>By-law Number (2007)-18397 A by-law to remove Lot 67, Plan 61M107 designated as Parts 19 and 20, Reference Plan 61R10183 from Part Lot Control.</p>	<p>To remove Lot 67, Plan 61M107 from Part Lot Control.</p>
<p>By-law Number (2007)-18398 A by-law to authorize the execution of a release of an agreement for the lands described as City of Guelph, County of Wellington, Part Lot 3, Concession 1, Division E, 30 Silvercreek Pkwy N.</p>	<p>Release of a Development Agreement for 30 Silvercreek Pkwy N.</p>
<p>By-law Number (2007)-18399 A by-law to authorize the execution of a Subdivision Agreement between Victoria Wood (Arkell) Ltd and The Corporation of the City of Guelph. (Victoria Gardens Subdivision Phase 3)</p>	<p>To execute a Subdivision Agreement for Victoria Gardens Subdivision Phase 3</p>