

Council Caucus Room  
October 24, 2011 6:30 p.m.

**A meeting of Guelph City Council.**

Present: Councillors Bell, Burcher, Dennis, Findlay, Furfaro, Guthrie, Hofland, Piper, Van Hellemond and Wettstein

Absent: Mayor Farbridge, Councillors Kovach and Laidlaw

Staff Present: Ms. A. Pappert, Chief Administrative Officer; Mr. M. Amorosi, Executive Director of Human Resources & Legal Services; Mr. D. Chapman, Chief Financial Officer/ City Treasurer; Dr. J. Laird, Executive Director of Planning, Engineering & Environmental Services; Mr. D. McCaughan, Executive Director of Operations & Transit; Ms. D. Jacques, General Manager of Legal Services/City Solicitor; and Ms. T. Agnello, Acting Clerk

Councillor Piper Chaired the meeting.

- 1. Moved by Councillor Findlay  
Seconded by Councillor Burcher  
THAT the Council of the City of Guelph now hold a meeting that is closed to the public with respect to:

**Litigation Status Update**

S. 239 (2) (e) Litigation or Potential Litigation, including matters before Administrative Tribunals.

Carried

The meeting adjourned at 6:31 o'clock p.m.

.....  
Acting Mayor

.....  
Acting Clerk

Council Caucus Room  
October 24, 2011 6:32 p.m.

**A meeting of Guelph City Council closed to the public.**

Present: Councillors Bell, Burcher, Dennis, Findlay, Furfaro, Guthrie, Hofland, Laidlaw (arrived at 6:40 p.m.), Piper, Van Hellemond and Wettstein

Absent: Mayor Farbridge and Councillor Kovach

Staff Present: Ms. A. Pappert, Chief Administrative Officer; Mr. M. Amorosi, Executive Director of Human Resources & Legal Services; Mr. D. Chapman, Chief Financial Officer/ City Treasurer; Dr. J. Laird, Executive Director of Planning, Engineering & Environmental Services; Mr. D. McCaughan, Executive Director of Operations & Transit; Ms. D. Jacques, General Manager of Legal Services/City Solicitor; and Ms. T. Agnello, Acting Clerk

Councillor Piper Chaired the meeting.

**DECLARATIONS UNDER MUNICIPAL CONFLICT OF INTEREST ACT**

There were no declarations.

**Litigation or Potential Litigation**

- 1. Moved by Councillor Findlay  
Seconded by Councillor Burcher

Ms. D. Jaques

THAT staff were given direction with respect to a litigation matter.

Carried

The meeting adjourned at 7:00 o'clock p.m.

.....  
Acting Mayor

.....  
Acting Clerk

Council Chambers  
October 24, 2011

**Council reconvened in formal session at 7:00 p.m.**

Present: Councillors Bell, Burcher, Dennis, Findlay, Furfaro, Guthrie, Hofland, Laidlaw, Piper, Van Hellemond and Wettstein

Absent: Mayor Farbridge and Councillor Kovach

Staff Present: Ms. A. Pappert, Chief Administrative Officer; Mr. M. Amorosi, Executive Director of Human Resources & Legal Services; Ms. C. Clack, Acting Executive Director of Community & Social Services; Mr. D. Chapman, Chief Financial Officer/ City Treasurer; Dr. J. Laird, Executive Director of Planning, Engineering & Environmental Services; Mr. D. McCaughan, Executive Director of Operations & Transit; Ms. T. Agnello, Acting Clerk; and Ms. J. Sweeney, Council Committee Co-ordinator

Councillor Piper Chaired the meeting.

**DECLARATIONS UNDER MUNICIPAL CONFLICT OF INTEREST ACT**

There was no declaration of pecuniary interest.

**PRESENTATIONS**

Mr. Pierre Desmarais, Past President of the Guelph Wellington Seniors Association was present and outlined the activities of the Association over the past year. He provided information on the survey conducted of their membership; the member information brochure; the special events brochure; the educational sessions conducted; their website and the 2010 year end variety show. He outlined their concerns with respect to no scheduled increase in the supply of community recreational centres for older adults and that they would like to be fully involved in the development of an aging plan. He also suggested that the partnership agreement between the City and the Guelph Wellington Seniors Association needs to be updated.

1. Moved by Councillor Bell  
Seconded by Councillor Findlay

THAT the minutes of the Council meetings held on September 20, 26, 27 and October 3, 2011 and the minutes of the Council meeting held in Committee of the

Whole on September 26, 2011 be confirmed as recorded and without being read.

VOTING IN FAVOUR: Councillors Bell, Burcher, Dennis, Findlay, Furfaro, Guthrie, Hofland, Laidlaw, Piper, Van Hellemond and Wettstein (11)

VOTING AGAINST: (0)

Carried

### **CONSENT REPORTS AND AGENDAS**

The following item was extracted from the Community & Social Services Committee Eighth Consent Report to be voted on separately:

- CSS-1 Affordable Bus Pass Pilot Program

#### **Councillor Laidlaw presented the balance of the Community & Social Services Committee Eighth Consent Report.**

2. Moved by Councillor Laidlaw  
Seconded by Councillor Dennis

THAT the balance of the October 24, 2011 Community & Social Services Committee Eighth Consent Report as identified below, be adopted:

- a) **2011 Service Review Process: Community & Social Services (CSS) – Service Fact Sheets**

Ms. C. Clack  
Ms. A. Pappert  
Ms. B. Boisvert

THAT Report #CSS-ADM-1144 entitled "2011 Service Review Process: Community and Social Services – Service Fact Sheets", dated October 12, 2011, be received for information;

AND THAT a service review be carried out on Community and Social Services Programming and Educational Activities – Parks/Recreation;

AND THAT an operational review be carried out on Community & Social Services: Civic Precinct Management and that staff report back on the best timing for this operational review;

AND THAT no action be taken on the following Community & Social Services review of services:

- Youth Services Coordinator
- Community Engagement Consultation, research and public policy
- Market Square Programming

VOTING IN FAVOUR: Councillors Bell, Burcher, Dennis, Findlay, Furfaro, Guthrie, Hofland, Laidlaw, Piper, Van Hellemond and Wettstein (11)

VOTING AGAINST: (0)

Carried

**Councillor Hofland presented the Corporate Administration, Finance Emergency Services Committee Eighth Consent Report.**

3. Moved by Councillor Hofland  
Seconded by Councillor Dennis

THAT the October 24, 2011 Corporate Administration, Finance & Emergency Services Committee Eighth Consent Report as identified below, be adopted:

a) **2011 Service Review Process: Corporate Administration, Corporate and Human Resources – Service Fact Sheets**

Mr. M. Amorosi  
Ms. A. Pappert  
Ms. B. Boisvert

THAT the additional descriptive data on specific services within Corporate Administration, Corporate and Human Resources identified in the 2011 Service Review Process, be received for information;

AND THAT no action be taken at this time with respect to service and operational reviews with respect to:

- Strategic Planning and Corporate Initiatives
- Manager of Labour Relations – Attendance Management
- Corporate Initiatives for Employee Engagement
- Diversity Strategy

VOTING IN FAVOUR: Councillors Bell, Burcher, Dennis, Findlay, Furfaro, Guthrie, Hofland, Laidlaw, Piper, Van Hellemond and Wettstein (11)

VOTING AGAINST: (0)

Carried

The following item was extracted from the Operations & Transit Committee Eighth Consent Report to be voted on separately:

- OT-3 Noise By-law Review

**Councillor Findlay presented the balance of the Operations & Transit Committee Eighth Consent Report.**

4. Moved by Councillor Findlay  
Seconded by Councillor Bell  
THAT the balance of the October 24, 2011 Operations & Transit Committee Eighth Consent Report as identified below, be adopted:

a) **2011/2012 Guelph Storm Mutual Services Agreement**

Mr. D. McCaughan  
Ms. D. Jaques

THAT the Operations & Transit Committee Report OT071151 '2011/2012 Guelph Storm Mutual Services Agreement' dated October 17, 2011 be received;

AND THAT the Mayor and City Clerk be authorized to sign the Mutual Services Agreement with the Guelph Storm satisfactory to the Executive Director of Operations & Transit (or the designate) and the City Solicitor (or designate).

b) **2011 Service Review Process: Service Fact Sheets**

Mr. D. McCaughan  
Ms. A. Pappert  
Ms. B. Boisvert

THAT the Operations and Transit Committee Report OT071152 '2011 Service Review Process: Service Fact Sheets' dated October 12, 2011 be received.

AND THAT no action be taken at this time with respect to service and operational reviews with respect to:

- Christmas Tree Collection
- Bridge, Headwall and Retaining Wall Maintenance

VOTING IN FAVOUR: Councillors Bell, Burcher, Dennis, Findlay, Furfaro, Guthrie, Hofland, Laidlaw, Piper, Van Hellemond and Wettstein (11)

VOTING AGAINST: (0)

Carried

The following item was extracted from the Planning & Building, Engineering and Environment Committee Seventh Consent Report to be voted on separately:

- PBEES- 3 New Affordable Housing Ontario Initiative

**Councillor Burcher presented the balance of the Planning & Building, Engineering and Environment Committee Seventh Consent Report.**

5. Moved by Councillor Burcher  
Seconded by Councillor Guthrie  
THAT the balance of the October 24, 2011 Planning & Building, Engineering and Environment Committee Seventh Consent Report as identified below, be adopted:

a) **Water Services' Operation Plan Endorsement**

Dr. J. Laird

THAT Council, as the Owner of the City's drinking water system, endorse the Water Services' Operational Plan;

AND THAT the Executive Summary of Risk Assessment Outcomes of the Water Services' Operational Plan, be received."

b) **Draft City of Guelph Source Water Protection Policies and Pre-Consultation**

Dr. J. Laird

THAT the Planning & Building, Engineering and Environment report 11-93 dated October 17, 2011 entitled Draft City of Guelph Source Water Protection Policies and Pre-Consultation be received;

AND THAT Council authorize staff to conduct Pre-Consultation on the proposed policy directives contained in the Draft Guelph Specific Policy Discussion Paper;

AND THAT staff report back to Council on the findings of the pre-consultation and recommend final Guelph specific source water protection policies for endorsement and submission to the Lake Erie Source Protection Committee (LESP) for inclusion in the Grand River Source Protection Plan.

VOTING IN FAVOUR: Councillors Bell, Burcher, Dennis, Findlay, Furfaro, Guthrie, Hofland, Laidlaw, Piper, Van Hellemond and Wettstein (11)

VOTING AGAINST: (0)

Carried

The following items were extracted from the Governance Committee Fifth Consent Report to be voted on separately:

- GOV-1 Integrity Commissioner, Complaints Process and Council and Local Boards Code of Conduct
- GOV-6 Service and Operational Review Plans
- GOV 8 Board Appointments – Guelph Non-Profit Housing Board

**Councillor Hofland presented the balance of the Governance Committee Fifth Consent Report.**

6. Moved by Councillor Hofland  
Seconded by Councillor Laidlaw

THAT the balance of the October 24 , 2011 Governance Committee Fifth Consent Report as identified below, be adopted:

a) **2012 and January 2013 Council and Committee Meeting Schedule**

Mayor Farbridge  
Councillors  
Executive Directors  
Ms. T. Agnello

THAT the 2012 and January 2013 Planning and Regular Council and Committee meeting schedule be approved as outlined on the attached calendar, attached as Appendix 1.

b) **Chief Administrative Officer (CAO) By-law Update**

Mr. M. Amorosi

THAT the CAO by-law to define the general duties, roles and responsibilities of the Chief Administrative Officer, attached hereto as Appendix "2", be approved and attached as part of the CAO Employment Policies and Procedures.

c) **CAO Employment Policies and Procedures**

Mr. M. Amorosi

THAT the revisions to the CAO Employment Policy be approved, as attached Appendix 3.

d) **Social Media Principles and Guidelines: A Reference for Elected Officials**

Ms. A. Pappert  
Ms. T. Sprigg

THAT the report titled, *Social media principles and guidelines; a reference for elected officials*, be received;

AND THAT communications staff in consultation with legal report back on any necessary disclaimers.

e) **City of Guelph Procedural By-law Governing Council and Committee Meetings**

Ms. T. Agnello

THAT the report from the Acting Clerk dated October 11, 2011 regarding the Procedural By-law be received;

AND THAT a by-law be enacted to approve the Procedures Governing Council and Committee meetings, as amended.

VOTING IN FAVOUR: Councillors Bell, Burcher, Dennis, Findlay, Furfaro, Guthrie, Hofland, Laidlaw, Piper, Van Hellemond and Wettstein (11)



VOTING AGAINST: (0)

Carried

**Councillor Findlay presented the Council In Closed Session Fifth Consent Report.**

7. Moved by Councillor Findlay  
Seconded by Councillor Wettstein  
THAT the October 24, 2011 Council In Closed Session Fifth Consent Report as identified below, be adopted:

a) **Citizen Appointments to the Guelph Junction Railway Board of Directors**

Ms. T. Agnello

THAT David Clarke and Stephen Host be appointed to the Guelph Junction Railway Board of Directors for a three year term expiring 2014.

b) **Citizen Appointments to the Organic Waste Processing Facility Public Liaison Committee**

Ms. T. Agnello

THAT Donna Sunter, Laura Marini, Ken Spira, Karyn Hogan, Scott Massen, Mike Fortin and Larry Conrad, be appointed to the Organic Waste Processing Facility Public Liaison Committee for a term ending November, 2012.

VOTING IN FAVOUR: Councillors Bell, Burcher, Dennis, Findlay, Furfaro, Guthrie, Hofland, Laidlaw, Piper, Van Hellemond and Wettstein (11)

VOTING AGAINST: (0)

Carried

**Consent Agenda**

The following item was extracted from the October 24, 2011 Consent Agenda to be voted on separately:

- A-1 Debenture Issue

**DELEGATIONS**

**Noise By-law Review**

Duncan MacKenzie was present and expressed concern with the noise created by modified exhausted motorcycles and cars. He suggested that these vehicles be pulled over and made to restore the vehicles to the original factory standards. He also expressed concern with the building materials being removed from surrounding reconstruction

being landfilled and requested if there is some way that this material can be diverted from the landfill.

Susan Ratcliffe expressed concern with the noise created by motorcycles and trucks along the Speed River Trail. She requested the proposed noise by-law include a clear decibel limit for engine noise that can be enforced; use the same language as suggested by staff for airconditioners; require each motorcycle owner to take their vehicle to the police station or authorized business to have the noise level tested and if passed, receive a certificate allowing them to continue to use the vehicle; and shift the truck route from Wellington Street to Stone Road.

**Councillor Findlay presented Clause 3 that was extracted from the Operations & Transit Committee Eighth Consent Report.**

Mr. D. McCaughan

8. Moved by Councillor Findlay  
Seconded by Councillor Van Hellemond  
THAT the Operations & Transit Committee Report OT071153 'Noise By-law Review' dated October 17, 2011 be received;

AND THAT amendments to the Noise By-law as set out in Operations & Transit Committee Report OT071153 'Noise By-law Review' dated October 17<sup>th</sup>, 2011 be approved;

AND THAT staff be directed to review best practices with respect to establishing a possible noise decibel level in the noise by-law for motor vehicles intended for road use.

VOTING IN FAVOUR: Councillors Bell, Burcher, Dennis, Findlay, Furfaro, Guthrie, Hofland, Laidlaw, Piper, Van Hellemond and Wettstein (11)

VOTING AGAINST: (0)

Carried

**Affordable Bus Pass Pilot Program**

**Councillor Laidlaw presented Clause 1 that was extracted from the Community & Social Services Committee Eighth Consent Report.**

9. Moved by Councillor Laidlaw  
Seconded by Councillor Dennis  
THAT Report #CSS-CESS-1140 entitled "Affordable Bus Pass Pilot Program" dated October 12, 2011, be received;

AND THAT Council approves Option 2 as outlined in the Affordable Bus Pass Pilot Program report, to introduce a two year Affordable Bus Pass Pilot Program, to take forward as part of the 2012 budget deliberations;

AND THAT staff provide Council with quarterly reports during the duration of the pilot program.

10. Moved in Amendment by Councillor Findlay  
Seconded by Councillor Dennis

THAT the phase in of the increased bus pass fee under Option 2, for existing bus pass holders be reviewed in consultation with the Accessibility Advisory Committee.

VOTING IN FAVOUR: Councillors Bell, Burcher, Dennis, Findlay, Furfaro, Hofland, Laidlaw, Piper, Van Hellemond and Wettstein (10)

VOTING AGAINST: Councillor Guthrie (1)

Carried

11. Moved by Councillor Laidlaw  
Seconded by Councillor Dennis

THAT Report #CSS-CESS-1140 entitled "Affordable Bus Pass Pilot Program" dated October 12, 2011, be received;

AND THAT Council approves Option 2 as outlined in the Affordable Bus Pass Pilot Program report, to introduce a two year Affordable Bus Pass Pilot Program, to take forward as part of the 2012 budget deliberations;

AND THAT staff provide Council with quarterly reports during the duration of the pilot program;

AND THAT the phase in of the increased bus pass fee under Option 2, for existing bus pass holders be reviewed in consultation with the Accessibility Advisory Committee.

VOTING IN FAVOUR: Councillors Bell, Burcher, Dennis, Findlay, Furfaro, Guthrie, Hofland, Laidlaw, Piper, Van Hellemond and Wettstein (11)

VOTING AGAINST: (0)

Carried

### **New Affordable Housing Ontario Initiative**

**Councillor Burcher presented Clause 3 that was extracted from the Planning & Building, Engineering**

Ms. C. Clack  
Mr. D. McCaughan  
Ms. S. Aram

**and Environment Committee Seventh Consent Report.**

Dr. J. Laird  
Mr. J. Riddell  
Ms. S. Aram  
Hon. K. Wynne  
Ms. Liz Sandals  
Mr. S. Wilson

12. Moved by Councillor Burcher  
Seconded by Councillor Guthrie

WHEREAS the County of Wellington staff have been authorized to undertake actions to establish a plan under the "Investment for Affordable Housing (IAH) Initiative" and that recommendations for a plan be brought forward to the Committee in November 2011;

AND WHEREAS the City of Guelph supports the affordable housing project proposed at 71 Wyndham Street as being a project which should take advantage of immediate Provincial Funding under year one of this program;

THEREFORE BE IT RESOLVED THAT County staff consider this request in their report of November 2011 and that the Social Services Committee recommend that the project at 71 Wyndham Street be given first consideration to the Program funding under the Investment for Affordable Housing (IAH) Initiative;

AND FURTHER THAT this resolution be forwarded to the Ministry of Municipal Affairs and Housing and Liz Sandals, M.P.P. and the County of Wellington.

VOTING IN FAVOUR: Councillors Bell, Burcher, Dennis, Findlay, Furfaro, Guthrie, Hofland, Laidlaw, Piper, Van Hellemond and Wettstein (11)

VOTING AGAINST: (0)

Carried

Dr. J. Laird  
Ms. C. Clack  
Mr. J. Riddell

13. Moved by Councillor Bell  
Seconded by Councillor Guthrie

THAT staff report back to the Planning & Building, Engineering & Environment Committee within 6 months to one year through the Affordable Housing Strategy:

- the possibility of another project coming forward under the New Housing Ontario Initiative;
- how this project and others would fit into the Affordable Housing Strategy and how the City is doing with the creation of affordable units
- the fixed terms of private affordable housing projects and the measures that could be taken to ensure the extended availability of affordable units
- general comparison of affordable housing built by non-for-profit organizations and private developers.

VOTING IN FAVOUR: Councillors Bell, Burcher, Dennis, Findlay, Furfaro, Guthrie, Hofland, Laidlaw, Piper, Van Hellemond and Wettstein (11)

VOTING AGAINST: (0)

Carried

**Integrity Commissioner, Complaints Process and Council and Local Boards Code of Conduct**

**Councillor Laidlaw presented Clause 1 that was extracted from the Governance Committee Fifth Consent Report.**

Mr. M. Amorosi  
Ms. T. Agnello

14. Moved by Councillor Laidlaw  
Seconded by Councillor Hofland

THAT a by-law appointing Robert Swayze as the Integrity Commissioner for the City of Guelph and its Local Boards be forwarded to Council for adoption;

AND THAT the Council and Local Boards Code of Conduct be updated and amended to include a complaints process to be followed by the Integrity Commissioner in the form attached to this report.

VOTING IN FAVOUR: Councillors Bell, Burcher, Dennis, Findlay, Furfaro, Guthrie, Hofland, Laidlaw, Piper, Van Hellemond and Wettstein (11)

VOTING AGAINST: (0)

Carried

**Service and Operational Review Plans**

**Councillor Laidlaw presented Clause 6 that was extracted from the Governance Committee Fifth Consent Report.**

Ms. A. Pappert  
Mr. M. Amorosi  
Ms. S. Aram

15. Moved by Councillor Laidlaw  
Seconded by Councillor Hofland

THAT financial resource requirements necessary to initiate Council approved review activity be funded in 2011 through the Human Resource gapping Operational Reserve and that the resources be repaid over time through positive year end variance.

VOTING IN FAVOUR: Councillors Bell, Burcher, Dennis, Findlay, Furfaro, Guthrie, Hofland, Laidlaw, Piper, Van Hellemond and Wettstein (11)

VOTING AGAINST: (0)

Carried

**Board Appointments – Guelph Non-Profit Housing Board**

**Councillor Laidlaw presented Clause 8 that was extracted from the Governance Committee Fifth Consent Report.**

Ms. C. Clack  
Ms. T. Agnello

16. Moved by Councillor Laidlaw  
Seconded by Councillor Hofland  
THAT report #CSS-CESS-1138 dated October 11, 2011, regarding Board Appointments to non-profit housing corporations, be received;

AND THAT a Council member no longer be appointed to the Guelph Non-Profit Housing Board.

VOTING IN FAVOUR: Councillors Burcher, Dennis, Findlay, Hofland, Laidlaw, Piper and Wettstein (7)

VOTING AGAINST: Councillors Bell, Furfaro, Guthrie and Van Hellemond (4)

Carried

**Debenture Issue**

**Councillor Hofland presented Clause 1 of the October 24, 2011 Consent Agenda.**

Ms. S. Aram

17. Moved by Councillor Hofland  
Seconded by Councillor Furfaro  
THAT the City Treasurer be authorized to proceed with the marketing through the City's fiscal agent, of a debenture issue in the principal aggregate amount of \$46,750,000 dated 9 November 2011 for a term not exceeding ten years.

VOTING IN FAVOUR: Councillors Bell, Burcher, Dennis, Findlay, Furfaro, Guthrie, Hofland, Laidlaw, Piper, Van Hellemond and Wettstein (11)

VOTING AGAINST: (0)

Carried

**BY-LAWS**

18. Moved by Councillor Burcher  
Seconded by Councillor Wettstein  
THAT By-laws Numbered (2011)- 19279 to (2011)-  
19293, inclusive, are hereby passed.

VOTING IN FAVOUR: Councillors Bell, Burcher, Dennis,  
Findlay, Furfaro, Guthrie, Hofland, Laidlaw, Piper, Van  
Hellemond and Wettstein (11)

VOTING AGAINST: (0)

Carried

**ADJOURNMENT**

The meeting adjourned at 9 o'clock p.m.

Minutes read and confirmed November 28, 2011.

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Acting Mayor

.....  
Acting Clerk

## 2012 Council and Committee Meeting Schedule

Audit – Audit Committee

CSS - Community & Social Services @ 5 p.m. (2<sup>nd</sup> Tuesday)

CAFES - Corporate Administration, Finance & Emergency Services Committee @ 5 p.m. (2<sup>nd</sup> Monday)

PBEE – Planning & Building, Engineering and Environment Committee @ 12:30 p.m. (3<sup>rd</sup> Monday)

OT – Operations & Transit Committee @ 5 p.m. (3<sup>rd</sup> Monday)

Gov - Governance Committee @ 3 p.m. (2<sup>nd</sup> Monday of January, April, July & October)

January					
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday Sunday
					1 New Year's Day
2 City Hall Closed	3	4	5	6	7 8
9 GOV CAFES	10 CSS	11	12	13	14 15
16 Council Planning	17	18	19	20	21 22
23 PBEE OT	24	25	26	27	28 29
30 Council	31				

February					
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday Sunday
		1	2	3	4 5
6 Council Planning	7	8	9	10	11 12
13 CAFES	14 CSS	15	16	17	18 19
20 Family Day	21 PBEE OT	22	23	24	25 26
27 Council	28	29			



March					
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday Sunday
			1	2	3 4
5 Council Planning	6	7	8	9	10 11
12 CAFES	13 CSS	14	15	16	17 18
19 PBEE OT	20	21	22	23	24 25
26 Council	27	28	29	30	31

April					
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday Sunday
					1
2 Council Planning	3	4	5	6 Good Friday	7 8 Easter
9 Easter Monday	10 GOV CAFES	11 CSS	12	13	14 15
16 PBEE OT	17	18	19	20	21 22
23 Council	24	25	26	27	28 29
30					

May					
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday Sunday
	1	2	3	4	5 6
7 Council Planning	8 CSS	9	10	11	12 13
14 CAFES	15	16	17	18	19 20
21 Victoria Day	22 PBEE OT	23	24	25	26 27
28 Council	29	30	31		

June					
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday Sunday
				1 FCM Annual Conference	2/3 Annual Conference
4 FCM Annual Conference	5 Council Planning	6	7	8	9 10
11 CAFES	12 CSS	13	14	15	16 17
18 PBEE OT	19	20	21	22	23 24
25 Council	26	27	28	29	30

July					
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday Sunday
					1 Canada Day
2 City Hall Closed	3 Council Planning	4	5	6	7 8
9 GOV CAFE	10 CSS	11	12	13	14 15
16 PBEE OT	17	18	19	20	21 22
23 Council	24	25	26	27	28 29
30	31				

August					
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday Sunday
		1	2	3	4 5
6 John Galt Day / Civic Holiday	7	8	9	10	11 12
13	14	15	16	17	18 19 AMO Annual Conference
20 AMO Annual Conference	21 AMO Annual Conference	22 AMO Annual Conference	23	24	25 26
27	28	29	30	31	

September					
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday Sunday
					1
					2
3 Labour Day	4 Council Planning	5	6	7	8
					9
10 CAFES	11 CSS	12	13	14	15
					16
17 PBEE OT	18	19	20	21	22
					23
24 Council	25	26	27	28	29
					30

October					
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday Sunday
1 Council Planning	2	3	4	5	6
					7
8 Thanksgiving Day	9 GOV CAFES	10 CSS	11	12	13
					14
15 PBEE OT	16	17	18	19	20
					21
22 Council	23	24	25	26	27
					28
29	30	31			

November					
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday Sunday
			1	2	3
					4
5 Council Planning	6	7	8	9	10
					11 Remembrance Day
12 CAFES	13 CSS	14	15	16	17
					18
16 PBEE OT	20	21	22	23	24
					25
26 Council	27	28	29	30	

December					
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday Sunday
					1
					2
3 Council Planning	4 CAFES	5	6	7	8
					9
10 PBEE OT	11 CSS	12	13	14	15
					16
17 Council	18	19	20	21	22
					23
24	25 Christmas Day	26 Boxing Day	27	28	29
					30
31					

**January 2013**

<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday Sunday</b>
	1 New Year's Day	2	3	4	5 6
7 Council Planning	8	9	10	11	12 13
14 GOV CAFES	15 CSS	16	17	18	19 20
21 PBEE OT	22	23	24	25	26 27
28 Council	29	30	31		

**THE CORPORATION OF THE CITY OF GUELPH**

**By-law Number (2011)- *[Insert Data]***

A by-law to define the general duties, roles and responsibilities of the Chief Administrative Officer.

**THE COUNCIL OF THE CORPORATION OF THE CITY OF GUELPH  
ENACTS AS FOLLOWS:**

THAT Council shall appoint *[Insert Data]* as Chief Administrative Officer who shall be responsible to Council for exercising general control and management of the affairs of the Corporation of the City of Guelph for the purpose of ensuring the efficient and effective operation of the municipality, in accordance with Schedule “A” attached.

**PASSED this *[Insert Data]* day of *[Insert Data]*, 2011.**

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**KAREN FARBRIDGE – MAYOR**

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***[Insert Data]* – CITY CLERK**

## **Appendix ‘A’ General Duties, Roles and Responsibilities**

### **Introduction**

The Chief Administrative Officer (CAO) shall carry out the general duties, roles and responsibilities set out herein in accordance with any and all relevant and applicable by-laws, resolutions, policies and guidelines that may be enacted or directed from time to time by Council.

Nothing contained in this document shall be deemed to empower the CAO to perform, do or direct any act which shall in any manner or extent whatsoever encroach upon the legislative powers of Council.

### **1. General Duties and Responsibilities**

Subject to the provisions of the Municipal Act, and as herein provided, the duties and responsibilities of the CAO shall be as follows:

- (a) To report to, be accountable to, and receive authority from the Council of the Corporation of the City of Guelph and to perform his/her duties in conformity with Council decisions;
- (b) To coordinate, lead and direct the Executive Team in the administration of the business affairs of the Corporation;
- (c) To delegate appropriate duties and responsibilities to the Executive Team within the organizational structure for the purpose of establishing an efficient and effective administrative structure;
- (d) To be responsible for motivating and developing the skills of the Executive Team members and fostering productivity, professionalism, adherence to the corporate values and open communications;
- (e) To provide hands-on direction and assistance in planning and implementing difficult and complex tasks which may cover a number of departmental disciplines and which require the co-ordination and co-operation of the various departments;
- (f) To provide information and advice, in co-operation with the Executive Team, as required or as might be useful to Council for purposes of decision making and by-law approvals;
- (g) To attend meetings of Council and Committees of Council as required with the right to speak, but not to vote;
- (h) To present to Council, in co-operation with the Executive Team, reports and information regarding progress and accomplishments of programs and projects, the status of revenue and expenditures and the general administrative management of the Corporation;



- (i) To direct the co-ordination of all policy decisions of Council and deal with matters arising from Council's decisions in accordance with such established policies without further reference to Council except to regularly report to Council upon action taken. Also, to develop and maintain, for reference purposes, a comprehensive manual of policies approved by Council;
- (j) To guide the strategic planning process for the Corporation which includes departmental work plan development, as established by Council;
- (k) To attend to the interests of the Corporation on federal, provincial, regional or local municipal intergovernmental issues and with boards, agencies and commissions at the administrative level;
- (l) To serve as the Chief Executive Officer of Guelph Municipal Holdings Inc. providing leadership and direction as a non-voting member of the Board of Directors without additional remuneration or compensation, other than as expressly approved by Council. Reasonable expenses for travel and/or training in respect to this role may be incurred in accordance with policies established by the Board and approved by Council. To act as the City's "Shareholder Representative" for purposes of communicating Council decisions to the Board; and
- (m) To perform any additional responsibilities and to exercise the powers incidental thereto which may, from time to time, be assigned to the CAO by Council.

## **2. Human Resource Management & Administration**

- (a) To advise Council as to the appointment, promotion, demotion, suspension or dismissal of an Executive Team member reporting directly to the CAO;
- (b) To have authority and responsibility to appoint, promote, demote, suspend or dismiss any employees of the Corporation below the position of Executive Director/CFO in accordance with the lines of authority defined in the organization structure;
- (c) To have authority to appoint, promote, demote, dismiss any other employees of the Corporation in accordance with procedures contained in all collective agreement and in accordance with the lines of authority that are defined in the organization structure;
- (d) To oversee the collective bargaining process with all unionized Corporation employees and to recommend to Council collective agreements concerning wages, benefits, and terms of service and upon approval of Council, to direct the administration of such collective agreements;
- (e) To administer all salaries and performance review of employees who are subject to the supervision of the CAO, within the limitation of any salary plan or salary contract agreement, in consultation with Council, as required; and
- (f) To carry out an annual performance evaluation of all Executive Team members recognizing achievements, correcting deficiencies and improving overall individual or departmental performance in consultation with Council, as required.

### **3. Financial Management**

- (a) To direct, in co-operation with the Chief Financial Officer and the Executive Team, the preparation and presentation of operating and capital budgets on an annual basis;
- (b) To exercise financial control over all Corporate operations in conjunction with the Chief Financial Officer, to ensure compliance with the annual estimates of revenue and expenditure approved by Council;
  - i. to adjust staffing levels to maintain the level of Council approved programs and services provided that no new costs are incurred in the current or subsequent budget years;
  - ii. where, as a result of emerging priorities (e.g. provincial initiatives, changing community priorities, Council direction) that result in the need to introduce new programs or increased service levels, or to increase staffing levels that add cost to the current or subsequent budget years, to secure Council approval;
  - iii. where service level or program reductions are contemplated, to secure Council approval;
- (c) To direct the review of fiscal policy and its management;
- (d) To approve all purchasing with authority to enter into contracts;
- (e) To approve all tenders and quotation awards where funds are provided in the budget and established purchasing policies have been observed; and
- (f) To approve all tenders and quotation awards when Council is unavailable, where funds are provided in the budget and established purchasing policies have been observed.

### **4. Administrative Organization and Management**

- (a) To create and re-organize, in consultation with the Executive Team, such departments of the City as may be considered necessary and proper to fulfil obligations for the Corporation, and will report to Council on the changes;
- (b) To annually meet with Council to review and assess performance during the past year and review and discuss the salary and benefit provisions as well as priorities to be pursued during the following year; and
- (c) To hold office at the pleasure of Council for the agreed upon term. Council may, in its sole discretion, suspend or dismiss the CAO subject to compliance with any statutory requirements or contractual agreements, and subject to the right of the CAO to a hearing before Council or such Committee therefore as Council may by by-law authorize in respect of such suspension or dismissal, if so requested by the CAO.

# CORPORATE POLICY AND PROCEDURE



**POLICY No.**

**PAGE** 1 of 5

**EFFECTIVE DATE**

**REVISION**

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<b>Tab</b>	City Council – Appendix 8.1
<b>Authority</b>	City Council
<b>Subject</b>	Chief Administrative Officer (CAO) Employment Policy
<b>Related Policies</b>	Procedure for Hiring the CAO, Delegation of CAO Duties, City Purchasing policy
<b>Approved by</b>	City Council (INSERT DATE)
<b>Revision Date</b>	Beginning of New Term of Council

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**POLICY STATEMENT** As part of administrative governance for the City of Guelph, Council acknowledges the requirement for a policy outlining all aspects of employment of a Chief Administrative Officer.

**PURPOSE** The purpose of this policy is to establish criteria for the recruitment, selection/offer of employment, terms and conditions of employment, performance development, compensation and termination of employment.

**PROCEDURE** **Recruitment (Council Approval June 18, 2007)**

At such time the CAO position becomes vacant, the Mayor shall notify the Executive Director, Corporate and Human Resources to commence the recruitment process to fill the vacancy as per the Procedure for Hiring a CAO. Appendix 8.2

Options

- 1) (Future) Succession Management - Where the City of Guelph has demonstrated a 'robust' succession management program (i.e. where available 'high' potential candidates have been identified within the City, a well established program exists where candidate skills/competencies are measured against those required for the CAO position, and where development plans are in place, regular reviews are conducted and assessments are made to determine a candidate's readiness for the CAO position), Council may opt to limit the CAO vacancy internally amongst only those identified 'high' potential candidates.
- 2) Executive Search Firm – Where Council has determined that there are no internal candidates through a succession management program that are deemed to be 'ready' to assume the CAO role OR at any time should Council wish to evaluate internal candidates to the external job market, they may decide that the position may be filled utilizing the services of an external executive search firm. The firm would be selected following an RFP process. The successful firm would be selected on the basis

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of 'lowest acceptable bid' – reference Purchasing Policy. The position would be available to both internal and external candidates.

**Selection**

As per the Procedure for Hiring the CAO (Appendix 8.2), the Search Committee shall be comprised of the Mayor and four Chairs of the Standing Committees, or delegates, to a maximum of 6 individuals (i.e. the Mayor, Chairs of four Standing Committees and optional community member). Due to the importance of this position to the City of Guelph, consultation with the Executive Team, City staff, and community stakeholders may be initiated and incorporated into the recruitment and selection process.

**Hiring/Offer of Employment**

As per the template in Appendix 8.4, the following categories will be included in a CAO Employment Contract – Effective Date and Term of Agreement, Duties, City Policies (i.e. adherence to), Remuneration inclusive of salary, car allowance, parking, applicable moving allowance, professional memberships, Confidentiality, Vacation/Overtime, Termination (see below), Voluntary Resignation, Return of Property, Severability, Release and Acknowledgement, Assignment of Rights, Notices, Applicable Law, and Independent Legal Advice

**Tenure of Employment**

During the tenure of the CAO, the duties and responsibilities will be governed by a CAO By-Law and a Position Profile – Appendix 8.3.

**Performance Development and Appraisal**

On an annual basis, performance goals and objectives will be set for the CAO that are aligned to Council's Strategic Plan. The performance of CAO will be reviewed by the Mayor and Chairs of the Standing Committees at least once annually and will include a development plan for the proceeding year. Areas of evaluation will include, but are not limited to: leadership, management, communication, and technical functions. It is recommended that the performance review period commence in January of each year and end no later than March (i.e. a three month process).

The Performance Appraisal portion of the review shall be inclusive and evaluative of work results expected versus achieved as well as an evaluation of how the CAO has modelled and lived the Corporate Values (i.e. what and how work has been accomplished). The development plan referenced above should include areas for development, including but not limited to – strategic planning, relationship management, team leadership, and communication.

A process of 360 degree feedback shall also form part of the development plan, subject to participants having received appropriate

training on the process. The 360 degree process shall be a separate process from the performance review (i.e. to commence after the performance review period). It should be structured in such a way as to provide feedback for personal, professional and leadership development to augment development that had been identified through the performance review period. Results of the 360 feedback shall be shared only with the CAO. The CAO shall provide a summary of the feedback to the Mayor. Results may alter the development plan established during the performance review, and will be confirmed by the Mayor and Chairs of the Standing Committees. Typically, the 360 degree feedback process is managed through an external Human Resources Consultant with expertise in this area.

**Compensation (Council approval September 17, 2007)**

Compensation for the CAO is based on an annual review to ensure that the range remains competitive at the Council approved competitive position (i.e. currently at the 55<sup>th</sup> percentile of the Council approved municipal comparator group).

Governing factors that determine the comparator group are:

1. Size of municipality
2. Organization Structure and scope of services (Tier)
3. Average family income for residents within the municipality
4. Number of Employees working for the municipality
5. Operating Budget size
6. Geographic location/employment market/labour pool/market competition within 60km of Guelph

**Pay for Performance**

Where Council has approved a pay for performance compensation approach for the CAO position, movement through the salary range shall be in accordance with the approved policy. Where the CAO is at job rate i.e. top of the range, pay for performance shall be in the form of a re-earnable lump sum. In the absence of a pay for performance system, movement through the range, subject to satisfactory performance, shall be in accordance with the current Human Resource policy for Non Union employees i.e. movement from one step in the range to the next. Movement of more than one step shall not occur.

**Acting/Interim/Assistant CAO (Council Approval – January 28, 2008)**

**Appendix 8.5**

The CAO may appoint an Assistant CAO in accordance with the Council approved policy where temporary administrative responsibilities are given to a member of the Executive Team for a specified period of time to enable the CAO to engage in corporate business opportunities, sabbaticals/leaves of absence and/or mentoring for members of the ET. The CAO may also appoint an Acting CAO in accordance with the policy for a period of less than 1 month due to the absence of the CAO.

Authority to appoint an Interim CAO for a specified period of time, due to

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a vacancy in the CAO position, rests with City Council.

**Termination of Employment (See CAO Employment Agreement Template Appendix 8.4)**

**Resignation**

In the event the CAO resigns his/her position from the City, the CAO would be required to provide a minimum of eight weeks written notice. The City may waive or reduce this requirement, by Council resolution at any point within the eight weeks notice period. The CAO would receive any unpaid salary and vacation accrual up to the date of resignation.

**With Cause**

In cases of termination with cause, no severance payments are provided. The CAO would receive any unpaid salary earned to the date of termination and any unused vacation accrual.

**Without Cause**

Council may opt to negotiate separate terms and conditions for termination without cause within the employment contract contingent on the length of the contract. Typically, for tenure less than 2 years, common law principles would dictate severance provisions for up to 10 months. For contract duration that extend beyond 2 years, severance provisions for termination without cause provide for:

- 1) Payment of 12 months salary plus 1 month for each completed year of service to a maximum of 20 months, in the form of salary continuation.
- 2) Benefit continuation with the exception of short and long term disability.
- 3) OMERS pension contributions
- 4) Car allowance and vacation accrual for the Employment Standards notice period only
- 5) Reimbursement of moving expenses if termination occurs within the first year of employment
- 6) Career Outplacement services for up to six months
- 7) Mitigation of employment – in the event the departing CAO secures alternate employment during the severance period, the City would pay, in the form of a lump sum, one half of the balance of the remaining severance payments owing.

**DEFINITIONS**

**CHIEF ADMINISTRATIVE OFFICER** – LONG TERM CONTRACTUAL POSITION REPORTING DIRECTLY TO COUNCIL AS PER THE MUNICIPAL ACT, 2000

**ASSISTANT CAO** – MEMBER OF EXECUTIVE TEAM APPOINTED BY CAO FOR A SPECIFIED PERIOD TO ALLOW THE CAO TO ENGAGE IN CORPORATE BUSINESS OPPORTUNITIES, SABBATICALS/LEAVES OF ABSENCE, AND/OR MENTORING OF MEMBERS OF ET.

**ACTING CAO** - MEMBER OF EXECUTIVE TEAM APPOINTED BY CAO FOR A PERIOD OF UP TO 1 MONTH DUE TO ABSENCE OF THE CAO

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**INTERIM CAO** – APPOINTMENT BY COUNCIL OF A CAO ON A TEMPORARY BASIS, FOR A SPECIFIED TIME PERIOD DUE TO A VACANCY IN THE CAO POSITION.

**RECRUITMENT** – THE PROCESS OF ADVERTISING A POSITION VACANCY TO ATTRACT QUALIFIED CANDIDATES

**SUCCESSION MANAGEMENT** – A PROGRAM TO DEVELOP HIGH POTENTIAL TALENT IN AN ORGANIZATION TO FILL KEY LEADERSHIP ROLES

**SELECTION** – THE PROCESS OF CHOOSING THE MOST QUALIFIED APPLICANT FROM A POOL OF APPLICANTS FOR AN ADVERTISED VACANCY

**CAO BY-LAW** –NOT PRESCRIBED BY THE MUNICIPAL ACT, 2001. OPTIONAL TO DESCRIBE THE GENERAL DUTIES AND RESPONSIBILITIES OF THE CAO.

**POSITION DESCRIPTION/PROFILE/MANDATE** – AN OFFICIAL INTERNAL DOCUMENT THAT PROVIDES DETAILED DESCRIPTION OF A POSITION'S ROLES, RESPONSIBILITIES AND QUALIFICATIONS.

**PERFORMANCE DEVELOPMENT/APPRaisal** – AN ANNUAL PROCESS WHEREBY A POSITION'S DIRECT REPORT ASSESSES AND EVALUATES THE PRECEDING TERM ACCOMPLISHMENTS AND PROGRESS REGARDING PRE-DETERMINED GOALS AND OBJECTIVES FOR THE REVIEW PERIOD.

**360 DEGREE FEEDBACK** – A PROCESS WHEREIN A POSITION'S DIRECT REPORTS, PEERS AND SUB-ORDINATES PROVIDE FEEDBACK TO AN INCUMBENT ON DEVELOPMENT OPPORTUNITIES.

**PAY FOR PERFORMANCE** – A PRACTICE WHEREBY AN EMPLOYEE IS PROVIDED VARIABLE REMUNERATION (EITHER THROUGH MOVEMENT WITHIN A SALARY RANGE OR IN ADDITION TO BASE SALARY) BASED ON AN ASSESSMENT OF DEGREE OF ACHIEVEMENT ACCOMPLISHMENTS AND PROGRESS TOWARD PRE-DETERMINED GOALS AND OBJECTIVES.

**TERMINATION WITH CAUSE** – TERMINATION OF EMPLOYMENT BASED ON A REPUDIATION OF THE EMPLOYMENT CONTRACT E.G. SERIOUS MISCONDUCT, BREACH OF TRUST, INSUBORDINATION, CONFLICT OF INTEREST, BREACH OF HARASSMENT/HUMAN RIGHTS POLICY, FRAUD

**TERMINATION WITHOUT CAUSE** – TERMINATION OF EMPLOYMENT AT THE DISCRETION OF AN EMPLOYER THAT IS NOT DONE IN AN ARBITRARY MANNER, WHERE THERE ARE INSUFFICIENT GROUNDS TO SUBSTANTIATE A WITH CAUSE TERMINATION

**COMMON LAW** - LAW DEVELOPED THROUGH DECISIONS OF COURTS AND SIMILAR TRIBUNALS, RATHER THAN THROUGH LEGISLATIVE STATUTES OR EXECUTIVE ACTION.

# CORPORATE POLICY AND PROCEDURE



POLICY No.

PAGE

1 of 1

EFFECTIVE DATE

SUPERSEDES

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## Procedure for Hiring the Chief Administrative Officer (CAO)

1. The recruitment of a CAO reporting to Council will include a thorough and comprehensive analysis of the position requirements and a thorough assessment of the skills, experience, knowledge and qualifications of both *internal* and *external* candidates.
2. The Search Committee shall be comprised of the Mayor and four Chairs of the Standing Committees, or delegates, to a maximum of 6 individuals (i.e. the Mayor, Chairs of four Standing Committees and optional community member). Due to the importance of this position to the City of Guelph, consultation with the Executive Team, City staff, and community stakeholders may be initiated and incorporated into the recruitment and selection process.
3. The recruitment process will be determined by the Search Committee with the assistance of a recruitment consultant and/or recruitment search firm. The position will be advertised both internally and externally.
4. Based on the results of an RFP, the Search Committee will recommend a preferred recruitment consultant and/or recruitment search firm to Council for approval. Selection of a recruitment consultant and/or recruitment search firm will be consistent with the City of Guelph's purchasing policy.
5. The recruitment consultant and/or recruitment search firm will screen prospective candidates and develop a short list of candidates to be interviewed by the Search Committee.
6. Appropriate further testing and evaluations as required will be completed, along with reference verification.
7. Based on the results of testing, evaluation, reference checking and input and evaluation, the Search Committee will make a recommendation on a preferred candidate to Council.
8. A summary of the process, the overall evaluations of all candidates and the final decision will be presented by the Search Committee to Council prior to offering the position to the candidate.



**Chief Administrative Officer Position Profile**

**PROFILE**

The CAO candidate must possess a progressive track record of success in a leadership role within a multi stakeholder organization. The ideal candidate will have significant and varied leadership and executive experience.

- A strategic communicator; able to adapt and tailor the conversation / presentation to a variety of audiences and contexts; understands the importance of both formal and informal communications.
- Ability to break down organizational silos and exhibit a strong horizontal style of leadership - lead initiatives across the organization, rather than using the more traditional up and-down approach.
- Talented broker and strategic negotiator in both an "at the table" sense as well as behind the scenes.
- An entrepreneurial, transformational leader who has the ability to vision and explore innovative service delivery models.
- A bold decision maker, who is not afraid to make a mistake and have the ability to learn from it. Track record as a decision maker - absolute results oriented and performance driven; links short term actions and long term goals.
- Believes in and drives for results and accountability at all levels; pragmatic, believes in delegating responsibility and holding individuals accountable for results/performance; encourages the establishment of high standards and stresses the importance of continuous improvement; is prepared to ask tough questions and address sub-standard performance quickly and effectively; assumes responsibility for decisions / results.
- Excellent interpersonal skills, capable of relating effectively to a diverse range of people, personalities and styles (both internal and external) - demonstrated ability to work collaboratively with stakeholder across the City and in establishing and building relationships with all stakeholder groups; an objective sounding board and voice, able to listen to vested interest groups and make objective recommendations that are best for Guelph; ability to speak the 'partners' language, establishing rapport immediately; exhibits a character of integrity and develops trust easily; willingly accepts the trust delegated by Council.
- Exhibits a "Boardroom" presence - credible and articulate, able to present and sell concepts and plans to Council, the Executive Team and other external stakeholders.
- Track record of building strong teams; demonstrates the ability to energize, motivate and lead an organization to achieve objectives; demonstrates the ability to build a sense of confidence and consensus, and create a positive and constructive work environment; sensitive to team needs, shows honesty and genuine interest in their concerns, avoids arrogance and defensiveness, develops sound solutions or approaches; requests, listens, and responds to feedback.
- A solid strategic visionary and implementer of plans; experience in the development of strategic plans including developing operational priorities and associated resource allocation requirements - ability to translate strategic vision into plans for implementation and execution.

- Enhanced analytical problem solving skills; an ability to think critically; a realist who exhibits a common sense approach to problem resolution.
- High energy level, a self-starter who exhibits high adaptability and flexibility to changing systems, conditions, or priorities; responds quickly to requests, meets deadlines and budgets.
- Utilizes a variety of management styles, depending on the situation, with a capacity to facilitate groups through issues; leads by example; action oriented, generates original and innovative ideas and solutions – a continuous improvement perspective; high tolerance for change.
- Has a solid personal awareness – capacity to build an executive team to capitalize on strengths and minimize limitations.
- Wants to have fun and enjoy their role in the community - has a sense of humour.

## CORE COMPETENCIES

- **Strategic Orientation**  
The ability to link long-range vision and concepts to daily work. Strategic orientation moves from understanding business fundamentals and strategies to a sophisticated awareness of the impact of the external environment on strategies and how external factors affect choices.
- **Shaping the Organization**  
The ability to work effectively within structures, stakeholders and relationships within the City. The ability to identify the decision-makers and the individuals who can influence them and work with them to achieve objectives. The ability to predict how new events or situations will affect individuals and groups both within and external to the City and to utilize that knowledge to achieve the organization's objectives.
- **Leadership**  
The ability to create and communicate a vision and engage others in its achievement. It is the ability to demonstrate behaviours that model and support the organization's aspirations and values and ensure its success.
- **Leading Change**  
The ability to initiate, facilitate or implement change. Helping staff and stakeholders understand what the change means to them, building a shared vision and providing the ongoing guidance and support which will generate and maintain enthusiasm and commitment to the change process:
- **Political Acuity**  
Dealing with the culture of the City. Navigating the formal and informal channels and networking with Council, the Executive Team, management groups, the media and the private sector.
- **Innovation**  
An effort to enhance performance by being creative, promoting new ideas and introducing new solutions or processes.

- **Communication**  
High degree of interpersonal skill, tact and diplomacy. Ongoing contact and dialogue with members of Council and various stakeholders at all levels. External contact with Community stakeholders and partners, the provincial and federal governments, the media and related organizations to provide and exchange information and solve problems. Able to adapt and tailor the conversation / presentation to a variety of audiences and contexts.
- **Relationship Building**  
Establishing, building, and maintaining strong and reciprocal relationships and a network of contacts to keep a pulse on the City's, political and internal issues and to make informed decisions. Identifying who to involve and when and how to involve them in order to accomplish objectives and minimize obstacles.
- **Partnering**  
Creating an organizational environment that is open to alliances and attracting partnerships. Able to strategically identify and then approach potential partners – understands what's in it" for the other partner. Negotiating and managing the strategic nature of alliances and determining when adjustments, fine tuning or termination of partnerships is required.
- **Customer First Orientation**  
A desire to identify and meet/exceed the requirements of both internal AND external customers / clients. Clear emphasis on service to customer groups:
  - Recognizing the variety of "customers" within the City and at all levels of the organization and accommodating their diverse needs;
  - Recognizing the variety of external customers including residents, community groups and other stakeholders.
- **Results Orientation**  
The desire or drive to achieve or surpass identified goals. Establishes performance objectives and measures to continuously improve performance and the standard of excellence across the City. Includes innovative or entrepreneurial behaviours.
- **Holding People Accountable**  
Ensuring others meet objectives and expectations in an appropriate and effective manner. Ensuring the performance management process is conducted throughout the year. Provides clear direction, appropriate tools, resources and authority to support success.
- **Fiscal Accountability**  
The ability to effectively manage and optimize human, financial and physical resources, undertake qualitative and quantitative measurement, planning and control of resources to maximize results.
- **Teamwork**  
Being part of a team and working co-operatively with others. "Team" is broadly defined as any task or process-oriented group of individuals working towards a common goal.

**EMPLOYMENT AGREEMENT**

**BETWEEN:**

**NAME**

**(hereinafter called the “Employee”)**

**and**

**THE CORPORATION OF THE CITY OF GUELPH**

**(hereinafter called “the Employer”)**

**WHEREAS** the *Municipal Act*, S.O. 2001, as amended, authorizes a municipal council to appoint a Chief Administrative Officer (“CAO”);

**AND WHEREAS** the Employer wishes to employ the Employee and the Employee wishes to accept this employment with the Employer as its Chief Administrative Officer (CAO);

**NOW THEREFORE**, in consideration of mutual covenants set out in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Parties, the Parties covenant and agree as follows:

**1. Effective Date and Term of Agreement**

1.01 Subject to the provisions for earlier termination as hereinafter provided, the term of this Agreement shall begin on *[Insert Data]* and shall terminate at midnight on *[Insert Data]* (to represent length of contract such in years).

1.02 The Employer and the Employee shall give consideration to the renewal of this Agreement during its final year. Each party shall advise the other not later than the last day of *[Insert Data]* (DATE WHICH IS 60 DAYS IN ADVANCE OF LAST DAY OF CONTRACT) whether or not they wish to extend or renew this Agreement and the Parties shall thereafter meet to determine the terms, if any, under which they might be willing to extend or renew this Agreement but neither party shall be obligated to agree to any such renewal or extension and may terminate any renewal discussions at any time in their absolute discretion.

1.03 The term of this Agreement cannot be extended or renewed without a further Agreement in writing under which this Agreement is extended or renewed.

1.04 In the event that the Employer does not wish to exercise its option to renew this Agreement or the Parties cannot agree upon the terms and conditions for the renewal, the Agreement shall terminate at the expiration of the existing term and the Employee will be entitled to receive notice in accordance with Clause 7.02.

## **2. Duties**

2.01 The duties of the Employee shall be those duties set forth in the *Municipal Act* and any amendments thereto, and those duties set forth in City of Guelph By-law Number (2002) – #####, and such other duties as Council may, from time to time, assign. The Employee shall report to the Mayor and City Council.

2.02 The Employee undertakes to fully and faithfully discharge the duties and responsibilities of the Chief Administrative Officer to a high standard of professional competence.

2.03 The Employee will devote the whole of his/her time; effort and attention to the business and well-being of the Corporation of the City of Guelph. Without limiting the generality of the foregoing, the Employee:

- (i) will not engage in or accept any office or position or business that might interfere with the business and well-being of the Employer, except with the prior written consent of Council; and
- (ii) will not engage in or accept any office or position or business for gain, except with the prior written consent of Council.

2.04 At the initiative of the Mayor of the City of Guelph, the performance of the Chief Administrative Officer shall be reviewed annually, at a minimum, by a designated committee of Councillors, inclusive of the Mayor as Chair of said committee. The performance evaluation shall be conducted in a manner generally consistent with the performance evaluation process employed for all senior management of the Employer. The completed written performance evaluation shall be confidential and it shall include goals and expectations for the following year.

## **3. City Policies**

3.01 Except as specifically provided for in this Agreement, the terms and conditions of the Chief Administrative Officer's employment shall be governed by the Employer's human resource policies and practices.

## **4. Remuneration**

### ***Salary***

4.01 Effective (insert date) the Employer will pay the Employee an annual salary of (insert amount) (subject to any deductions required under the Employer's policies and by law). The Employee's salary will be reviewed annually to ensure that the range remains competitive at the Council approved competitive position (i.e. currently at the 55<sup>th</sup> percentile of the Council approved municipal comparator group). Future increases where required to maintain the Council approved competitive position will be reviewed and approved by Council. The Parties further agree that if the City implements a Pay for Performance Program, then the Employee would be eligible to participate in this program. The Employee will move through the salary range annually on the anniversary date of the appointment to the CAO position, subject to satisfactory performance.

### ***Benefits***

4.02 The Employee will be entitled to participate in all health, disability, insurance, and any other employee benefit plans and programs of the Employer in effect for senior staff in

accordance with the terms of those plans and policies and which may be subject to change by the Employer from time to time.

***Automotive Allowance***

4.03 The Employee will receive an automotive allowance of *[Insert Data]* per month as compensation for the use of his/her personal vehicle for business purposes. This allowance will be reviewed and updated on a yearly basis in accordance with the Employer's Automotive Expense Reimbursement Policy.

***Parking***

4.04 The Employee will be provided with a reserved parking space for one vehicle.

***Moving Allowance***

4.05 The Employee shall be provided with a one-time moving allowance to recompense the Employee for costs related to his/her relocation to the City of Guelph. These costs may include but are not limited to the sale and purchase of homes, temporary relocation and moving costs. The payment of this one-time moving allowance will be made in accordance with the following schedule:

- A maximum *[Insert Data]* if the Employee's residency in Guelph commences within the first *[Insert Data]* months of this Agreement, OR
- A maximum of *[Insert Data]* if residency in Guelph commences after the first *[Insert Data]* months and before the first *[Insert Data]* months of this Agreement.

The Employee shall provide receipts proving any such expenses to the satisfaction of the City Treasurer. In the event that the employment of the Employee is terminated for cause or as a result of his/her resignation, during the first two (2) years following the payment of such allowance, the said moving allowance shall be fully refunded by the Employee.

***Professional Memberships***

4.06 The Employer agrees to maintain at no cost to the Employee, his/her membership in the following professional organizations:  
*[Insert Data]*

**5. Confidentiality and Contract Details**

5.01 - It is understood that the salary range of this position and policies governing benefits for management employees of the Employer are a matter of public record. The Employee acknowledges that this contract may be subject to an access request under the Municipal Freedom of Information and Protection of Privacy Act, and that those provisions of the agreement that are not deemed to be personal information will be released by the Employer. Prior to releasing any details of this contract that are not deemed to be personal information, the Employer shall first inform the Employee of its intention to do so.

**6. Vacation/Overtime**

6.01 The Employee will be entitled to *[Insert Data]* weeks paid vacation per year of employment.

6.02 The Employee will not be compensated for any overtime save and except the Employee will be entitled to one (1) week in lieu of all overtime worked in a year, in accordance with the City of Guelph's compensation policy for Senior Management to be attached in Appendix C (upon hire of CAO).

## **7. Termination**

### **(A) With Cause**

7.01 The Employer may terminate the Employee's position, without notice, at any time, for "just cause". The Employee's employment and rights under this Agreement shall terminate on the day that notice of termination is delivered. Upon termination for just cause, the Employee shall be paid all unpaid salary owing to the date of termination. No further payments will be made by the Employer and all of the Employer's obligations under this Agreement shall cease.

### **(B) Without Cause**

7.02 At any time during the term of this Agreement, the Employer may, at its sole discretion, terminate the Employee for any reason, without cause. If the Employee's employment is terminated in accordance with this provision, the Parties agree as follows:

- (i) the Employer will continue to pay the Employee's base salary for a period of *[Insert Data]* months, plus one (1) month for each year completed during the term of this Agreement up to a maximum of *[Insert Data]* months. This payment will be made from the date of termination, payable in bi-weekly instalments on the normal payroll day;
- (ii) with the exception of short-term and long-term disability benefits, and the automotive allowance, the Employer will continue the Employee's employment benefits, including pension contributions, throughout the notice period in which the Employer continues to pay the Employee's salary. The Employer will continue the Employee's short term and long term disability benefits as per the minimum requirements set out in the *Employment Standards Act, 2000*. The automotive allowance will cease on the effective date of termination.
- (iii) all payments provided under this paragraph will be subject to all deductions required under Employer's policies and by law.
- (iv) Any future entitlement to salary continuation terminates immediately upon the death of the Employee.

### **(C) Voluntary Resignation**

7.03 The Employee may voluntarily resign from his/her position as Chief Administrative Officer by providing the Employer with at least eight (8) weeks' written notice. Upon being provided with said notice of resignation, the Employer may, by Resolution, waive or reduce this period and may require the Employee to cease work at any point within the eight (8) week period. Upon receiving the Employee's notice of resignation, the Employer will pay the Employee all unpaid salary to the proposed date of resignation.

## **8. Return of Property**

8.01 All equipment, material, written correspondence, memoranda, communication, reports, or other documents pertaining to the business of the Employer used or produced by the Employee in connection with his/her employment, or in the Employee's possession or control, shall at all times remain the property of the Employer. The Employee shall return all property of the Employer in his/her possession or control in good condition within one (1) week of a request by the Employer, or within one (1) week of the termination or resignation of the Employee.

## **9. Entire Agreement**

9.01 This Agreement constitutes the entire Agreement between the Employee and the Employer. This Agreement may not be modified or amended except in writing by Resolution of the Employer with the agreement of the Employee.

## **10. Severability**

10.01 If any provision of this Agreement is held to be illegal, invalid or unenforceable by any competent authority, such illegality, invalidity or unenforceability shall not in any manner affect or render illegal, invalid or unenforceable any other provision of this Agreement.

## **11. Release and Acknowledgement**

11.01 The Employee acknowledges and agrees that the consideration contained in this Agreement is inclusive of any and all compensation, payments, notice, pay in lieu of notice or severance payments to which he/she may be entitled under the *Employment Standards Act, 2000* and any other applicable legislation, common law, or otherwise. The Employee further acknowledges and agrees that the consideration herein is fair and reasonable. The Employee agrees that upon any termination of his/her employment by the Employer, the Employee shall have no cause of action, claim or demand against the Employer, including its successors, predecessors, and all affiliated entities, and the Mayor, Councillors, Officers, Directors, Employees and agents thereof, as the case may be, for any matter related to the Employee's employment or the termination of or resignation from said employment, and the Employee hereby releases and discharges the Employer, including its successors, predecessors, and all affiliated entities, and the Mayor, Councillors, Officers, Executive Directors, Employees and agents thereof, as the case may be, from any and all liability related to his/her employment on the termination of or resignation from said employment other than for his/her entitlements as set out herein, including wrongful dismissal.

## **12. Assignment of Rights**

12.01 The rights and obligations of the Employer under this Agreement shall pass and be binding upon its successors. The Employee's rights under this Agreement are not assignable or transferable in any manner without the consent of the Employer.

## **13. Notices**

13.01 Any notice required or permitted to be given to the Employee shall be sufficiently given if delivered to the Employee personally, delivered by facsimile transmission (with confirmation of receipt) or if mailed by ordinary or registered mail to the Employee's address last known to the Employer. Service shall be effective on the fifth day after mailing.

13.02 Any notice required or permitted to be given to the Employer shall be sufficiently given if delivered or mailed to the Mayor or Clerk by ordinary or registered mail to the City of Guelph and shall be effective on the fifth day after mailing.

## **14. Applicable Law**

14.01 This Agreement shall be governed by and construed in accordance with the laws applicable in the Province of Ontario by a court of competent jurisdiction.



**15. Independent Legal Advice**

15.01 the Employee acknowledges that he/she has had the opportunity to obtain independent legal advice before executing this Agreement and acknowledges that he/she fully understands the nature of the Agreement, which the Employee voluntarily enters into. The Employer agrees to compensate the Employee, up to a maximum of five hundred (\$500.00) dollars, for the cost of legal advice obtained by him/her in this regard.

**DATED** at Guelph this *[Insert Data]* day of *[Insert Data]*, 2008.

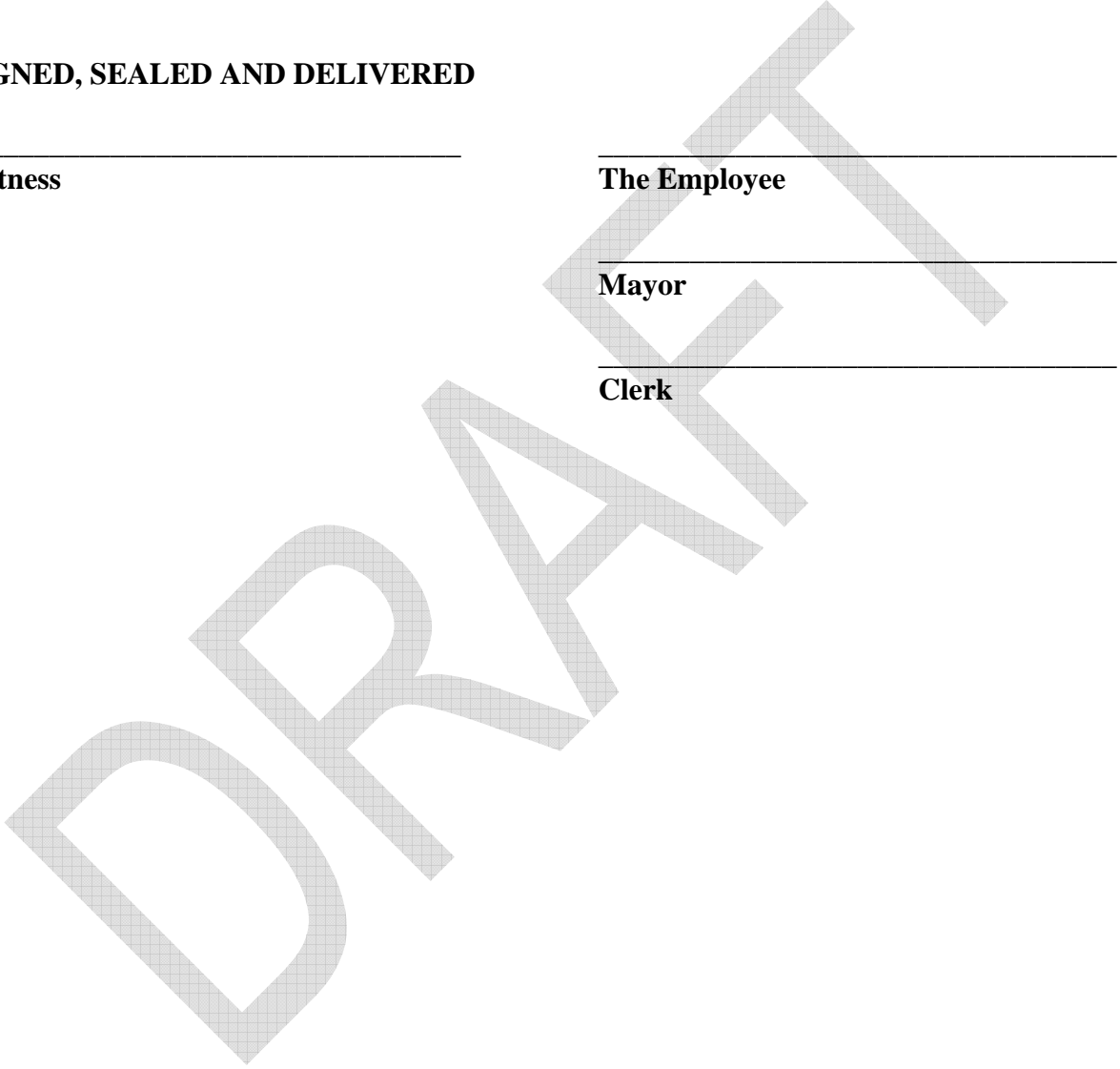
**SIGNED, SEALED AND DELIVERED**

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**The Employee**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Clerk**



# CORPORATE POLICY AND PROCEDURE



POLICY No.

PAGE

1 of 2

EFFECTIVE DATE

JANUARY 28, 2008

REVISION

<b>Tab</b>	<b>CITY COUNCIL</b>
<b>Subject</b>	<b>DELEGATION OF CAO DUTIES</b>
<b>Related Policies</b>	<b>Procedure for Hiring the CAO</b>
<b>Approved by</b>	<b>Council, January 28, 2008</b>
<b>Review Date</b>	<b>Beginning of New Term of Council</b>

**POLICY STATEMENT** The City Council acknowledges that it is responsible for ensuring the effective management of the Corporation.

**PURPOSE** The purpose of this policy is to establish roles and responsibilities with respect to the delegation of CAO duties.

**DEFINITIONS** **Chief Administrative Officer (CAO)**  
Long-term contractual position reporting directly to City Council.

**Acting CAO**  
Short-term (less than 1 month) appointment to carry out the duties of CAO for a specific period of time due to an absence of the CAO.

**Interim CAO**  
Appointment to carry out the duties of CAO for a specific period of time due to a vacancy in the CAO position.

**Assistant CAO**  
Added temporary administrative responsibilities to an Executive Director/Member of the Executive Team (ET), to assist the CAO in the administration of the Corporation. This appointment is for a specified period of time to enable the CAO to engage in corporate business opportunities, sabbaticals/leaves and/or mentoring program for members of ET.

**POLICY REQUIREMENTS** **Acting CAO**  
Guelph City Council delegates authority to the CAO to appoint an Acting CAO.

**Interim CAO**  
Guelph City Council appoints the Interim CAO.

**Assistant CAO**  
Guelph City Council delegates authority to the CAO to appoint an assistant CAO as described in the "Procedure for Appointing an Assistant CAO".

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**Procedure for Appointing an Assistant CAO  
Who Reports Directly to the Chief Administrative Officer (CAO)**

1. The authority to appoint an Assistant CAO is delegated to the CAO.
2. The purpose of the Assistant CAO is to enable the CAO to engage in corporate business opportunities, sabbaticals/leaves and/or mentoring programs for members of the Executive Team.
3. Added temporary administrative responsibilities will be assigned by the CAO to an Executive Director/Member of the Executive Team to assist the CAO in the administration of the Corporation.
4. The CAO will advise Council of the candidate and purpose and term of the appointment prior to appointing an Assistant CAO.