

INFORMATION ITEMS

Week Ending March 29, 2019

REPORTS

1. 2019 Corporate Services Council Delegated Actions
2. Litigation Status Report
3. Criteria for the Appointment of Members to the Wellington-Dufferin-Guelph Public Health Board of Health
4. Guelph Museums Advisory Committee 2018 Report
5. Conestoga College Buss Pass Pilot Program

INTERGOVERNMENTAL CONSULTATIONS

1. EBR Notice: Reducing Litter and Waste in Our Communities: Discussion Paper

CORRESPONDENCE

1. None

BOARDS & COMMITTEES

1. Guelph Police Services Board Meeting Minutes – February 21, 2019

ITEMS AVAILABLE IN THE CLERK'S OFFICE

1. None

Information Report



Service Area Corporate Services

Date Friday, March 29, 2019

Subject **2018 Corporate Services Council Delegated Actions**

Report Number CS-2019-42

Executive Summary

Purpose of Report

To advise Council of Corporate Services staff actions undertaken in 2018 pursuant to the Delegation of Authority By-law (2013)-19529, as amended.

Key Findings

This report is an annual report to Council which shows how Council's delegated authority has been exercised by staff in the Corporate Services Service Area.

Financial Implications

None.

Report

Section 23.1 (1) and (2) of the Municipal Act authorizes a municipal council to delegate its powers and duties to another person or body by by-law. Guelph City Council has delegated its authority to staff on a variety of matters. The Delegation of Authority By-law (2013)-19529, as amended, is the principal by-law regarding Council's delegated authority.

The delegation of authority from Council contributes to the efficient management of the City and adheres to the principles of accountability and transparency. The following is a summary of the actions taken by staff within the Corporate Services Service Area in 2018 which require annual reporting to Council as part of the Delegation of Authority By-law (2013)-19529, as amended.

Due to departmental realignment in 2018, Legal, Realty and Court Services (LRCS) now reports through Corporate Services. As a result, LRCS delegated actions have been included in the summary below.

Schedule "B"	Software Description	New/Change/Termination	\$ Amount
Software Licensing Delegate: General Manager, Technology and Innovation	PerfectMind Recreation Software	New	65,000
	CLASS Extended Support	New	86,318
	FMW (PSD/RAC) Plan Requests	New	3,000
	AMANDA Enhanced Inspections	New	2,400
	AMANDA Public Portal II	New	10,900
	AMANDA Enterprise Authentication Adaptor	New	1,100
	AMANDA Vehicle Licensing	New	3,000
	EMMA (Electronic Drawing Markups)	New	4,400
	Geoware Waste Management	Termination	25,000
	Paradigm Waste Management	New	20,000
	Microsoft Dynamics Citizen Relationship Management	Change	50,000
	EngagementHQ Community Engagement Software	New	22,000
	QuickHelp Microsoft Training Software	New	10,629
	Corporate Phone System HW & SW Maintenance and Support	Change	61,500

Schedule "E"	Application Number	Property	Agreement Type
Committee of Adjustment Approvals Under the Planning Act Delegate: City Clerk	B-3/17	86 Arthur Street North	Development
	B-1/18	20 Young Street	Development
	B-1/18	20 Young Street	Storm Sewer
	B-12/17	11 Graham Street	Development
	B-12/17	11 Graham Street	Storm Sewer
	B-17/17 and B-18/17	69 Lowes Road	Development
	B-15/18	745 Stone Road East	Development
	B-16/18	745 Stone Road East	Development
	B-16/17	55 and 75 Cityview Drive North	Development
	A-16/18	415 Elizabeth Street	Temporary Building

Schedule "M"	Event	Date	Location
Community Festivals and Special Occasion Permits Delegate: City Clerk	Wellington County Brewery Inc. 33 rd Anniversary	September 7 and 8	950 Woodlawn Road West
	Guelph and District Multicultural Festival	June 8, 9 and 10	Riverside Park
	RKD Web Studios Incorporated Grand Opening	May 11	195 Hanlon Creek Boulevard, Unit 101
	Wellington County Brewery Inc. 5 th Annual Queen of Craft Series for Women in Crisis	March 2, 9, 16 and 23	42 Carden Street
	Guelph Jazz Festival	September 12 to 16	Market Square University of Guelph River Run Centre Guelph Little Theatre Royal City Church Guelph Youth Music Centre

Schedule "P"	Address	Reason	\$ Amount
Tax Write-offs Delegate: Manager, Taxation and Revenue	0 Farquhar Street	Became Exempt	-2,266.36
	0 Neeve Street	Became Exempt	-27.46
	112 Ontario Street	Razed by Fire/ Demolition	-628.07
	20 Hooper Street	Razed by Fire/ Demolition	-1,311.12
	120 Huron Street	Razed by Fire/ Demolition	-42,201.45
	648 York Road	Razed by Fire/ Demolition	-1,281.09
	80 Dunlop Drive	Razed by Fire/ Demolition	-182,829.62
	176 Gordon Street	Became Exempt	-54.94
	1408 Gordon Street	Razed by Fire/ Demolition	-3,011.57
	12 Malvern Crescent	Razed by Fire/ Demolition	-1,026.11
	10 Mayfield Avenue	Razed by Fire/ Demolition	-8,227.07
	21 Coutts Court	Property Class Change	-2,099.16
	7 Kay Crescent	Gross/Manifest Error	-993.97

	133 Wyndham Street North	Became Exempt	-9,649.74
	72 Arthur Street North	Gross/Manifest Error	-2,415.92
	14 Jane Street	Due to Repairs/ Renovation	-666.94
	287 Palmer Street	Razed by Fire/ Demolition	-502.18
	37 Watson Road North	Became Exempt	-19,127.33
	11 Henderson Drive	Gross/Manifest Error	-1,782.23
	0 Cardigan Street	Became Exempt	-200.86
	0 Cardigan Street	Became Exempt	-481.99
	0 Marcon Street	Became Exempt	-32.36
	0 John Street	Became Exempt	-29.93
	0 Pipe Street	Became Exempt	-27.46
	591 Woolwich Street	Razed by Fire/ Demolition	-1,232.60
	27 Clark Street West	Razed by Fire/ Demolition	-5,603.99
	17 Hamel Avenue	Razed by Fire/ Demolition	-4,369.35
	434 Tovell Drive	Razed by Fire/ Demolition	-3,477.38
	28 Norfolk Street	Razed by Fire/ Demolition	-155.75
	58 Memorial Crescent	Razed by Fire/ Demolition	-1,455.08
	160 Watson Street	Razed by Fire/ Demolition	-229.08
	65 Dean Avenue	Razed by Fire/ Demolition	-988.94
	78 Rodney Boulevard	Razed by Fire/ Demolition	-1,060.95
	20 Young Street	Razed by Fire/ Demolition	-984.21
	279 Water Street	Razed by Fire/ Demolition	-826.62
	248 College Avenue West	Razed by Fire/ Demolition	-241.28
	115 Dawn Avenue	Razed by Fire/ Demolition	-4,230.13
	175 Dawn Avenue	Razed by Fire/ Demolition	-212.46
	0 Edinburgh Road South	Became Exempt	-3,685.61
	1077 Gordon Street	Gross/Manifest Error	-1,805.20

	0 Kortright Road West	Became Exempt	-858.49
	0 Kortright Road West	Became Exempt	-228.60
	1515 Gordon Street	Razed by Fire/ Demolition	7,460.71
	0 Wellington Street	Became Exempt	-2,658.71
	0 Edinburgh Road South	Became Exempt	-1,807.04
	56 Quarterman Road	Gross/Manifest Error	-1,763.76
	33 Cooper Drive	Gross/Manifest Error	-1,565.50

Schedule "AA"	Description	
Section 3 – General Delegation Delegate: City Solicitor	Legal Services reports semi-annually in its Litigation Status Report all steps taken with respect to commencing or defending any action/motion or other legal/administrative proceedings.	
Section 7 - Realty Services Delegate: City Solicitor, or staff appointed by the City Solicitor from time to time to act in their stead	Type of Agreement/Document	Details
	Discharge of an Interest (WC527726)	10 Suffolk Street West
	Notice of Encroachment Agreement (WC527730)	10 Suffolk Street West
	Notice of Encroachment Agreement (WC527743)	173 Woolwich Street
	Application (General) (WC527793)	251 Exhibition Street
	Encroachment Agreement (WC527798)	111 Hayes Avenue
	Agreement of Purchase and Sale – November 23, 2017 and Transfer Easement (WC528128)	14 Summerfield Drive
	Encroachment Agreement (WC528460)	25 Wyndham Street North
	Discharge of an Interest (WC528467)	25 Wyndham Street North
	License Agreement	65 Delhi Street
	Application (General) WC528705	22 Curtis Drive
	Application (General) WC528706	22 Curtis Drive
	Transfer – WC528737	251 Speedvale Avenue East
	Notice of Option to Purchase – WC529205	270 Hanlon Creek Boulevard

Application (General) – WC529575 – Partial Release of Encroachment Agreement	86 Arthur Street North
Application (General) – WC530186 – Release of Sewer Agreement	4 Hepburn Avenue
Discharge of an Interest (WC530312) – discharge of Housing Dev Act Lien	185 Alice Street
Road Widening Transfer WC531187	180 Gordon Street
Agreement of Purchase & Sale – November 29, 2017 and Transfer Easement WC531887 registered February 27, 2018	2 Summerfield Drive
Encroachment Agreement – WC532827	389 Speedvale Avenue West
Application (General) – WC532929 – Release old Encroachment Agreement	389 Speedvale Avenue West
Notice – WC533022 – Encroachment Agreement	133 Wyndham Street
License Agreement	305 Niska Road
Notice – WC535417 (Encroachment Agreement)	42 Carden Street
Discharge of an Interest – WC535980	500 Hanlon Creek Boulevard
Application (General) – WC535981	70 Kirkby Court
Notice – WC538129 (Encroachment Agreement)	176 Woolwich Street
Transfer – WC539055	79 Carden Street
Transfer Easement – WC539056	79 Carden Street
Road Widening Transfer – WC539813	1888 Gordon Street
Transfer – WC539941	7 Riverview Drive
Transfer Easement – WC540011	225 Hanlon Creek Boulevard
License Agreement	116 Gordon Street
License Agreement	150 Westwood Road
Notice – WC540258 – Encroachment Agreement	54 Forbes Avenue
Transfer of Easement – WC541140	12 Wilbert Street
Transfer Release & Abandonment of Easement WC541142	12 Wilbert Street
Discharge of An Interest – WC541188 (Release of Encroachment Agreement)	105 Wyndham Street North
Communications License Confirming and Third Amending Agreement	300 Claire Road

	Transfer – WC542302 and Application to Consolidate PINs WC542303	10 Wilson – Parkade
	Application (General) – WC543202 (Release of Service Agreement)	178 Ferguson Street
	License Agreement	2 Station Street
	Transfer – WC543901	Starwood Land exchange
	Transfer – WC544785	37 Watson Road South
	Transfer WC546005 part to the City for Trail and grant of easement to 1280 Gordon Holdings Inc.	Pt Lot 6, Con 8, being Part 2, Reference Plan 61R-21041 with subj to easement over Pt 1, 61R-21389
	Transfer (and easement) WC546080, Cost Sharing Agt WC546077, 5 releases WC546064, WC546065, WC546066, WC546067, WC546068	Quebec Street Mall Food Court
	Notice WC546169 – Encroachment Agreement	177 Norfolk Street
	Notice – WC547678 (Encroachment Agreement)	212 Ferguson Street
	Notice – WC548059 (Encroachment Agreement)	108 Nottingham Street
	Notice – WC548062 (Encroachment Agreement)	110 Nottingham Street
	Notice – WC548163 (Encroachment Agreement)	18 Wheeler Avenue
	Discharge of An Interest (WC548153)	Nottingham Avenue
	Notice – WC548602 (Encroachment Agreement)	34 Carden Street
	Notice – WC548738 (Encroachment Agreement)	39 Stevenson Street South
	Application (General) – WC548744 Release of Development Agreement	9-19 Elizabeth Street
	Application (General) – WC548850	745 Stone Road E
	Discharge of An Interest – WC549344	34 Delmar Boulevard
	Transfer – WC549377	Forestell Road
	Notice – WC551105 (Encroachment Agreement)	448 Woolwich Street
	Transfer – WC550455	110 Gordon Street
	Agreement of Purchase and Sale September 4, 2018 and Transfer Easement WC550569	Pt 294 Elizabeth Street

	Seventh Lease Amending Agreement	134-355 Elmira Road North
	License Agreement	12 Main Street West, Mapleton
	Notice – WC553613 (Encroachment Agreement)	45 Yarmouth Street
	Discharge of An Interest (WC553614)	45 Yarmouth Street
	Application (General) – WC553840 – Release of Agreement	523 York Road
	Transfer WC554767 and Agreement of Purchase and Sale	273 Speedvale Avenue East
	License Extension Agreement	45 Elizabeth Street – parking lot #1
	License Extension Agreement	45 Elizabeth Street – parking lot #2
	Lease Extension and Amending Agreement	202 Industrial Drive, Mount Forest
	Permission to Enter Agreement	50 Woolwich Street
	License Agreement	65 Delhi Street
	Application (General) – WC557367	449 Laird Road
	Transfer Easement WC557722	15 Wyndham Street North
Section 8 – Risk Management Delegate: City Solicitor	Claims Settlement under deductible in 2018	
	Settled 12 claims at a total cost of \$36,591.83 consisting of: 3 Miscellaneous 3 Property Damage 3 Pothole 2 Transit 1 Miscellaneous	
Section 9 – Provincial Offenses Court Delegate: GM, LRCS	Agreement Description	\$ Amount
	Teranet Real Estate Information Solutions – for GeoWarehouse property information service related to fine collection	3,556.51
	Province of Ontario – Ministry of Transportation (ARIS agreement) – for driver information related to fine collection	58,179.00
	Regional Municipality of Niagara – for Court Administration Management System related to fine collection	2,238.72
	Spacesavers Inc. – for data entry service related to the upload of Provincial Offence Notice data to the provincial database for fine collection	3,323.27

	DATA Group of Companies – for preparation of legislated Notices of Fine and Due Date for provincial offence cases (joint procurement with other municipalities)	6,968.11
	DATA Group of Companies – for printing of Provincial Offence Notice ticket books and court forms (joint procurement with other municipalities)	3,689.61
	CDW Canada for e-ticket paper – Guelph Police	7,875.80

Schedule “CC”	Description	Amount
Municipal Freedom of Information and Protection of Privacy Act Delegate: City Clerk	Number of Freedom of Information (FOI) requests processed	95
	Number of FOI requests processed in the initial 30 day timeline	91
	Number of FOI requests processed with an extended timeline	4
	Number of FOI appeals received from the Information and Privacy Commissioner (IPC) of Ontario	0
	Number of FOI appeals resolved	N/A
	Number of routine disclosures processed by the City Clerk’s Office	106
	Number of privacy complaints received from the IPC	1
	Number of privacy complaints resolved	1

Schedule “JJ”	Address	Tax Years	Comments
Assessment Review Board Delegate: Manager, Taxation and Revenue	72 Farquhar Street	2017-2018	Municipal Act Application Section 358
	1750 Gordon Street	2017-2018	Appeal filed by property owner – increase sought through appeal process
	328-386 Speedvale Avenue	2017-2018	Appeal filed by property owner – increase sought through appeal process
	53 Speedvale Avenue	2017-2018	Appeal filed by property owner – increase sought through appeal process
	963-1045 Paisley Road	2013-2016	Appeal filed by property owner – increase sought through appeal process
	65 Speedvale Avenue	2017-2018	Appeal filed by property owner – increase sought through appeal process

	905 Edinburgh Road South	2016-2019	Municipal Act Application Section 358
--	-----------------------------	-----------	--

Financial Implications

None.

Consultations

Sasha Einwechter, Acting General Manager, Information and Technology
 Denis Desrosiers, Manager, Court Operations
 James Krauter, Manager, Taxation and Revenue/Deputy City Treasurer
 Jennifer Slater, Manager, Information, Privacy and Elections/Deputy City Clerk
 Trista Di Lullo, Council and Committee Coordinator
 Dolores Black, Council and Committee Coordinator
 Sarah Temple, Administrative Coordinator/Legal Assistant

Corporate Administrative Plan

Overarching Goals

Service Excellence

Service Area Operational Work Plans

Our Services - Municipal services that make lives better

Departmental Approval

Dylan McMahon, Manager, Legislative Services/Deputy City Clerk

Report Author

Lindsay Cline, Council and Committee Coordinator



Approved By

Stephen O'Brien
 GM City Clerk's Office/City Clerk
 Corporate Services
 519-822-1260 ext. 5644
stephen.obrien@guelph.ca



Recommended By

Trevor Lee
 Deputy CAO,
 Corporate Services
 519-822-1260 ext. 2281
trevor.lee@guelph.ca

Information Report



Service Area	Corporate Services
Date	Friday, March 29, 2019
Subject	Litigation Status Report
Report Number	CS-2019-47

Executive Summary

Purpose of Report

To provide information regarding the current status of litigation involving the City.

Key Findings

The amount of litigation, excluding Planning and insured matters, that the City is involved in remained static, more or less, throughout 2018. The number of matters, excluding insured matters, being handled by external counsel remained the same throughout 2018.

Financial Implications

N/A

Report

The attached table sets out the details of the litigation the City is involved in and the resolutions that have occurred since the last report in September, 2018.

Legal Services continues to seek resolution of the litigation and Local Planning Appeal Tribunal (LPAT) matters in a timely fashion and has been successful in resolving a number of matters in the last six months.

Financial Implications

N/A

Consultations

N/A

Corporate Administrative Plan

Overarching Goals

Service Excellence

Service Area Operational Work Plans

Our Services - Municipal services that make lives better

Attachments

ATT-1 Litigation Status Report as of March 27, 2019



Approved By

Christopher C. Cooper
GM Legal, Realty and Court Services/City Solicitor
Corporate Services
519 822 1260 ext. 2288
christopher.cooper@guelph.ca



Recommended By

Trevor Lee
Deputy CAO
Corporate Services
519-822-1260 Ext 2281
trevor.lee@guelph.ca

ATT-1
LITIGATION STATUS REPORT
As of March 27, 2019

COURT ACTIONS

Matter	Description	History	Current Status	Counsel
Ahmad Nasef v. City of Guelph (Superior Court of Justice Court File No. CV-19-068)	<ul style="list-style-type: none"> Slip and Fall – March 2, 2017 	<ul style="list-style-type: none"> March 1, 2019 – City served with Statement of Claim 	<ul style="list-style-type: none"> March 15, 2019 – City served and filed Defence 	Legal Services
Huish and Hayston v. City of Guelph et al. (Superior Court of Justice Court File No. CV-19-048)	<ul style="list-style-type: none"> Tort Claim 	<ul style="list-style-type: none"> February 26, 2019 – City served with Statement of Claim 	<ul style="list-style-type: none"> March 8, 2019 – City served and filed Notice of Intent to Defend 	Legal Services
Whiteley et al. v. City of Guelph (Court of Appeal File No. M50090)	<ul style="list-style-type: none"> Appeal decision of Superior Court of Justice 	<ul style="list-style-type: none"> January 25, 2019 – Notice of Motion seeking leave to Appeal served on City 	<ul style="list-style-type: none"> March 25, 2019 – City served and filed responding materials 	Legal Services
Martin v. City of Guelph et al. (Superior Court of Justice Court File No. CV-18-425 SR)	<ul style="list-style-type: none"> Trip and Fall 	<ul style="list-style-type: none"> January 3, 2019 – City served with Statement of Claim 	<ul style="list-style-type: none"> Co-Defendant has indemnified the City and assumed its defence 	Legal Services
Stewart v. City of Guelph (Superior Court of Justice Court File No. CV-18-422)	<ul style="list-style-type: none"> Property Standards Claim 	<ul style="list-style-type: none"> December 4, 2018 – City served with Statement of Claim 	<ul style="list-style-type: none"> January 4, 2019 - City served and filed Defence 	Legal Services
Kovarathananan Konesavathan v. City of Guelph (Supreme Court of Canada File No. TBD)	<ul style="list-style-type: none"> Application for Leave to Appeal to the Supreme Court of Canada 	<ul style="list-style-type: none"> November 8, 2018 – City served with Application 	<ul style="list-style-type: none"> Awaiting decision from the Supreme Court 	Legal Services
City of Guelph v. Huish and Hayston (Superior Court of Justice Court File No. CV 18-367)	<ul style="list-style-type: none"> Appeal decision of Property Standards Committee 	<ul style="list-style-type: none"> October 11, 2018 – City served Notice of Application 	<ul style="list-style-type: none"> July 8, 2019 – Application scheduled to be heard 	Legal Services
Runstedler v. City of Guelph (Superior Court of Justice Court File No. 159/18 SR)	<ul style="list-style-type: none"> Flood Damage 	<ul style="list-style-type: none"> April 13, 2018 – City served with Notice of Action May 25, 2018 – City served Defence 	<ul style="list-style-type: none"> Examinations for Discovery to be scheduled 	Legal Services
Marfisi v. City of Guelph et al. (Superior Court of Justice Court File No. 408/17 SR)	<ul style="list-style-type: none"> Bicycle Accident – October 13, 2015 	<ul style="list-style-type: none"> October 5, 2017 – City served with Statement of Claim November 28, 2017 – Statement of Defence and Crossclaim Filed 	<ul style="list-style-type: none"> City to be indemnified by Co-Defendant 	Legal Services
642762 Ontario Inc. v. City of Guelph et al. (Superior Court of Justice Court File No. 85/17)	<ul style="list-style-type: none"> Alleged environmental contamination 	<ul style="list-style-type: none"> August 23, 2017 – City served with Notice of Action and Statement of Claim 	<ul style="list-style-type: none"> Ongoing discussions 	Legal Services

ATT-1
LITIGATION STATUS REPORT
As of March 27, 2019

COURT ACTIONS

Matter	Description	History	Current Status	Counsel
Evering v. City of Guelph (Superior Court of Justice Court File No. 227/17)	<ul style="list-style-type: none"> Slip and Fall - February 2013 	<ul style="list-style-type: none"> May 23, 2017 – City served with Statement of Claim June 29, 2017 – City filed Defence November 23, 2017 – City requested scheduling of Examinations 	<ul style="list-style-type: none"> Examinations for Discovery to be scheduled 	Legal Services
Evering v. City of Guelph (Superior Court of Justice Court File No. 228/17)	<ul style="list-style-type: none"> Slip and Fall – February 2017 	<ul style="list-style-type: none"> May 23, 2017 – City served with Statement of Claim June 29, 2017 – City filed Defence November 23, 2017 – City requested scheduling of Examinations 	<ul style="list-style-type: none"> Examinations for Discovery to be scheduled 	Legal Services
Jakel v. City of Guelph (Superior Court of Justice Court File No. 670/16)	<ul style="list-style-type: none"> Slip and Fall 	<ul style="list-style-type: none"> November 2, 2016 – City served with Notice of Action and Statement of Claim December 1, 2016 – City filed and served Statement of Defence November 8, 2017 – City requested scheduling of Examinations 	<ul style="list-style-type: none"> Examinations for Discovery to be scheduled 	Legal Services
Smith v. City of Guelph (Superior Court of Justice Court File No. 18/16)	<ul style="list-style-type: none"> Claim for an order to remove and realign certain public utilities located under the plaintiffs' property at 16 Summerfield 	<ul style="list-style-type: none"> January 14, 2016 – Statement of Claim served on City March 2, 2016 – City served Statement of Defence 	<ul style="list-style-type: none"> Examinations for Discovery to be scheduled 	Legal Services Rodrigues Paiva LLP
Westminister Woods v. City of Guelph (Superior Court of Justice Court File No. 707/13)	<ul style="list-style-type: none"> Claim re: Stage III Services pursuant to Subdivision Agreement 	<ul style="list-style-type: none"> October 4, 2013 – Statement of Claim served on City November 12, 2013 - City filed Statement of Defence November 25, 2013 – Reply served on City March 2014 – Discovery Agreement prepared May 30, 2014 - City filed Affidavit of Documents November 27, 2014 - Plaintiff served Affidavit of Documents 	<ul style="list-style-type: none"> Ongoing discussions 	Legal Services Aird & Berlis LLP

ATT-1
LITIGATION STATUS REPORT
As of March 27, 2019

COURT ACTIONS RESOLVED SINCE September 28, 2018				
Matter	Description	History	Current Status	Counsel
Whiteley et al v. City of Guelph (Superior Court of Justice Court File No. CV 18-344)	<ul style="list-style-type: none"> • Notice of Application for Judicial Review 	<ul style="list-style-type: none"> • September 25, 2018 – City served with Notice of Application • November 22, 2018 – Application heard • January 7, 2019 – Application dismissed 	<ul style="list-style-type: none"> • This matter is complete 	Legal Services

LPAT MATTERS				
Matter	Description	History	Current Status	Counsel
Development Charge By-law (2019) - 20372 (Case No. TBD)	<ul style="list-style-type: none"> • Appeal by Hugh Whiteley 	<ul style="list-style-type: none"> • March 25, 2019 – appeal received 	<ul style="list-style-type: none"> • City completing submission 	Legal Services
89 Beechwood Avenue (Case No. PL190050)	<ul style="list-style-type: none"> • Appeal by Tom Wood 	<ul style="list-style-type: none"> • February 15, 2019 – appeal received 	<ul style="list-style-type: none"> • City completing submission 	Legal Services
12 Knevitt Place (Case No. PL180985)	<ul style="list-style-type: none"> • Appeal by John Krikorian 	<ul style="list-style-type: none"> • November 14, 2018 – appeal received 	<ul style="list-style-type: none"> • March 27, 2019 – hearing scheduled 	Legal Services
585 Hanlon Creek Boulevard (Case No. PL180785)	<ul style="list-style-type: none"> • Appeal by Tom Seaman 	<ul style="list-style-type: none"> • August 29, 2018 – appeal received 	<ul style="list-style-type: none"> • April 3, 2019 – hearing scheduled 	Legal Services
75 Dublin Street North (Case No. PL180546)	<ul style="list-style-type: none"> • Appeal by Rykur Holdings Inc. from the refusal of a privately initiated Official Plan Amendment. 	<ul style="list-style-type: none"> • May 22, 2018 – Appeal Received • November 8, 2018 – Case management conference held 	<ul style="list-style-type: none"> • No hearings scheduled at this time 	Legal Services
92 Clough Crescent (Case No. PL180128)	<ul style="list-style-type: none"> • Appeal by Alexandra and Antony Savich 	<ul style="list-style-type: none"> • January 25, 2018 – appeal received • January 15, 2019 – hearing held 	<ul style="list-style-type: none"> • Awaiting decision 	Legal Services
132 Clair Road West (Case No. PL171454)	<ul style="list-style-type: none"> • Appeals by Herbert Neumann, Frank Cerniuk, Sieben Holdings Limited, H and J Produce Limited, and McEnery Industries Limited 	<ul style="list-style-type: none"> • December 4, 2017 – 2 appeals received 	<ul style="list-style-type: none"> • No hearings scheduled at this time 	Legal Services
Downtown Zoning By-law (2017) - 20187 (Case No. PL170951)	<ul style="list-style-type: none"> • Appeal by Tom Lammer (Rykur Holdings Inc.) 	<ul style="list-style-type: none"> • August 23, 2017 – Appeal received • February 25, 2019 – settlement hearing held 	<ul style="list-style-type: none"> • Awaiting decision 	Legal Services
144 Watson Road North (Case No. PL170803)	<ul style="list-style-type: none"> • Appeal by CP REIT Ontario Properties and Loblaw Properties Limited 	<ul style="list-style-type: none"> • July 12, 2017 – Appeal received • January 31, 2018 – hearing date adjourned 	<ul style="list-style-type: none"> • Awaiting new hearing date 	Legal Services
75 Dublin Street North (Case No. PL161294)	<ul style="list-style-type: none"> • Appeals by Upper Grand District School Board, Old Guelph Neighborhood Association Inc., and Rykur Holdings Inc. 	<ul style="list-style-type: none"> • December 21, 2016 – appeal received • August 14, 2017 – pre-hearing held • November 17, 2017 – Motion hearing held 	<ul style="list-style-type: none"> • No hearings scheduled at this time 	Legal Services

ATT-1
LITIGATION STATUS REPORT
As of March 27, 2019

LPAT MATTERS

Matter	Description	History	Current Status	Counsel
		<ul style="list-style-type: none"> • May 11, 2018 – Interim decision on motions issued. 		
OPA 48 (7 Appeals) (Case No. PL 140042)	<ul style="list-style-type: none"> • Seven (7) Appeals received relating to Official Plan Amendment 48 (Envision Guelph) as approved by the Minister of Municipal Affairs and Housing. 	<ul style="list-style-type: none"> • December, 2013 – OPA 48 Approved by Minister of Municipal Affairs and Housing • December, 2013 – Appeals received • September 15, 2015 – Phase 1 hearing scheduled for 10 days - adjourned • November 20, 2015 – Phase 1 decision issued resolving part of one (1) appeal • September 25, 2017 – Housekeeping phase hearing completed 	<ul style="list-style-type: none"> • March 23, 2018 – decision issued confirming settlement of Niska Road Lands Phase • No further hearings scheduled at this time 	Legal Services
1159 Victoria Road South (Case No. PL121406)	<ul style="list-style-type: none"> • Appeals by Victoria Park Village Ltd. regarding failure to make a decision within the prescribed time 	<ul style="list-style-type: none"> • November 29, 2012 – Appeal received • May 14, June 28, September 18 and November 15, 2013 – Prehearings held • June 16, 2014 – hearing held by teleconference • April 29 and August 18, 2015 – hearings held by teleconference • November 5, 2015 - Status hearing held (TCC) • May 3, 2016 – TCC held 	<ul style="list-style-type: none"> • No hearings scheduled at this time 	Legal Services Garrod Pickfield
580 Paisley Road – Armel Corporation (Case No. MM080050)	<ul style="list-style-type: none"> • Appeal by the owner, Armel Corporation, of a decision not to approve a site plan application for a proposed gas bar, car wash and kiosk. The main issue relates to site access. 	<ul style="list-style-type: none"> • October 1, 2008 – Appeal received • Matter in abeyance pending the completion of the Environmental Assessment of Silvercreek Parkway S. 	<ul style="list-style-type: none"> • No hearings scheduled at this time 	Legal Services

LPAT MATTERS RESOLVED SINCE September 28, 2018

Matter	Description	History	Current Status	Counsel
NONE				

ATT-1
LITIGATION STATUS REPORT
As of March 27, 2019

OTHER MATTERS

Matter	Description	History	Current Status	Counsel
Kovarthanan Konesavarathan Human Rights Tribunal of Ontario (File No. 2017-28841-I)	<ul style="list-style-type: none"> • Appeal by K. Konesavarathan 	<ul style="list-style-type: none"> • November 30, 2018 – HRTO sent Application to Respondents • July 5, 2017 – Application submitted to HRTO • January 17, 2019 – City filed Response 	<ul style="list-style-type: none"> • Awaiting hearing date 	Legal Services
The Corporation of the City of Guelph v. Director, Ministry of the Environment (Case No. 13-013)	<ul style="list-style-type: none"> • City is appealing to the Environmental Review Tribunal (ERT) the issuance of Permit to Take Water Number 5080-8TAKK2 to River Valley Developments Inc. 	<ul style="list-style-type: none"> • February 12, 2013 – City filed an application for Leave to Appeal with the ERT • May 2, 2014 – Leave to Appeal to ERT granted • City filed Appeal • November 4, 2014 - Status Update with ERT, held by teleconference. • Third-party mediation session held November 28, 2014 	<ul style="list-style-type: none"> • Mediation ongoing 	Garrod Pickfield Legal Services

OTHER MATTERS RESOLVED SINCE September 28, 2018

Matter	Description	History	Current Status	Counsel
Lance Tyszka (Human Rights Tribunal of Ontario File No. 2018-31211-1)	<ul style="list-style-type: none"> • Human Rights Application 	<ul style="list-style-type: none"> • January 30, 2018 – Application submitted to HRTO • March 1, 2018 – City served with Notice of Application • March 26, 2018 – City filed Response and Request for Summary Hearing • February 28, 2019 – Summary Hearing held • March 7, 2019 – Decision received dismissing application 	<ul style="list-style-type: none"> • This matter is complete 	Legal Services
Conservation Review Board 2162 Gordon Street	<ul style="list-style-type: none"> • Appeals by Thomasfield Homes Limited and 1077955 Ontario Inc. 	<ul style="list-style-type: none"> • April 3, 2018 – Notice of appeals received • June 26, 2018 – Pre-hearing teleconference held • January 25, 2019 – Appeals withdrawn 	<ul style="list-style-type: none"> • This matter is complete 	Legal Services

MATTERS BEING HANDLED BY INSURERS' LEGAL COUNSEL *

Matter	Description	History	Current Status	Counsel
Madgy Eldakiky v. City of Guelph et al. (Superior Court of)	<ul style="list-style-type: none"> • Property Damage 	<ul style="list-style-type: none"> • February 26, 2019 – City served with Statement of Claim 	<ul style="list-style-type: none"> • Awaiting appointment of counsel 	Insurer's legal counsel

ATT-1
LITIGATION STATUS REPORT
As of March 27, 2019

MATTERS BEING HANDLED BY INSURERS' LEGAL COUNSEL *				
Matter	Description	History	Current Status	Counsel
Justice Court File No. CV-18-340)				
Victoria Mann v. City of Guelph et al. (Superior Court of Justice Court File No. CV-19-027)	<ul style="list-style-type: none"> Slip and Fall – February 7, 2017 	<ul style="list-style-type: none"> January 30, 2019 – City served with Statement of Claim 	<ul style="list-style-type: none"> Awaiting appointment of counsel 	Insurer's legal counsel
Starlight Group Property Holdings Inc. et al. v. City of Guelph (Superior Court of Justice Court File No. CV-19-026)	<ul style="list-style-type: none"> Property Damage – March 17, 2017 	<ul style="list-style-type: none"> January 28, 2019 – City served with Statement of Claim 	<ul style="list-style-type: none"> Awaiting appointment of counsel 	Insurer's legal counsel
Joshi v. City of Guelph (Superior Court of Justice Court File No. CV-18-457)	<ul style="list-style-type: none"> Slip and Fall – April 20, 2018 	<ul style="list-style-type: none"> January 21, 2019 – City provided Statement of Claim 	<ul style="list-style-type: none"> Insured's Legal Counsel has been appointed 	Insurer's legal counsel
Artymowicz v. City of Guelph et al. (Superior Court of Justice Court File No. CV-19-020)	<ul style="list-style-type: none"> Personal Injury – August 31, 2017 	<ul style="list-style-type: none"> January 7, 2019 – City served with Statement of Claim 	<ul style="list-style-type: none"> Insured's Legal counsel has been appointed 	Insurer's legal counsel
Johnson v. City of Guelph et al. (Superior Court of Justice Court File No. CV-18-448)	<ul style="list-style-type: none"> Slip and Fall – January 18, 2017 	<ul style="list-style-type: none"> December 21, 2018 – City served with Statement of Claim 	<ul style="list-style-type: none"> Insured's Legal counsel has been appointed 	Insurer's legal counsel
Burns v. City of Guelph et al. (Superior Court of Justice Court File No. CV-18-1303)	<ul style="list-style-type: none"> Slip and Fall – December 9, 2016 	<ul style="list-style-type: none"> October 17, 2018 – City served with Statement of Claim 	<ul style="list-style-type: none"> Insured's Legal counsel has been appointed 	Insurer's legal counsel
Clark v. City of Guelph et al. (Superior Court of Justice Court File No. CV-18-329)	<ul style="list-style-type: none"> Trip and Fall – October 31, 2016 	<ul style="list-style-type: none"> September 6, 2018 – City served with Statement of Claim 	<ul style="list-style-type: none"> Insured's Legal counsel has been appointed 	Insurer's legal counsel
Smith v. City of Guelph (Superior Court of Justice Court File No. CV-18-304)	<ul style="list-style-type: none"> Slip and Fall – February 7, 2017 	<ul style="list-style-type: none"> August 28, 2018 – City served with Statement of Claim 	<ul style="list-style-type: none"> Insured's Legal counsel has been appointed 	Insurer's legal counsel
Brunet v. City of Guelph (Superior Court of Justice Court File No. CV-18-230)	<ul style="list-style-type: none"> Longboard accident – September 13, 2016 	<ul style="list-style-type: none"> June 12, 2018 – City served with Statement of Claim 	<ul style="list-style-type: none"> Insured's Legal counsel has been appointed 	Insurer's legal counsel
McLeod v. City of Guelph (Superior Court of Justice)	<ul style="list-style-type: none"> Trip and Fall – April 14, 2016 	<ul style="list-style-type: none"> May 11, 2018 – City served with Statement of Claim 	<ul style="list-style-type: none"> Settlement discussions ongoing 	Insurer's legal counsel

ATT-1
LITIGATION STATUS REPORT
As of March 27, 2019

MATTERS BEING HANDLED BY INSURERS' LEGAL COUNSEL *				
Matter	Description	History	Current Status	Counsel
Court File No. 140/18)				
Simpson v. City of Guelph (Superior Court of Justice Court File No. CV-18-192)	<ul style="list-style-type: none"> Slip and Fall – February 14, 2018 	<ul style="list-style-type: none"> May 8, 2018 – City served with Statement of Claim 	<ul style="list-style-type: none"> Insured's Legal counsel in the process of being appointed 	Insurer's legal counsel
Barry v. City of Guelph (Superior Court of Justice Court File No. 144/18)	<ul style="list-style-type: none"> Trip and Fall – November 14, 2016 	<ul style="list-style-type: none"> April 5, 2018 – City served with Statement of Claim 	<ul style="list-style-type: none"> Insured's Legal counsel has been appointed 	Insurer's legal counsel
Szilvasy v. City of Guelph (Superior Court of Justice Court File No. 63/18)	<ul style="list-style-type: none"> Slip and Fall – April 6, 2016 	<ul style="list-style-type: none"> February 20, 2018 – City served with Statement of Claim 	<ul style="list-style-type: none"> Insured's Legal counsel has been appointed 	Insurer's legal counsel
Peacock v. City of Guelph (Superior Court of Justice Court File No. 34/18)	<ul style="list-style-type: none"> Slip and Fall – July 1, 2017 	<ul style="list-style-type: none"> January 25, 2018 – City served with Statement of Claim 	<ul style="list-style-type: none"> Insured's Legal counsel has been appointed 	Insurer's legal counsel
Cavanagh v. City of Guelph, Vinyl Jimmy Jazz, James Kritz and Jeffrey Bousfield (Superior Court of Justice Court File No. 379/17)	<ul style="list-style-type: none"> Slip and Fall – November 17, 2015 	<ul style="list-style-type: none"> September 19, 2017 – City served with Statement of Claim December 15, 2018 – Statement of Defence filed by City 	<ul style="list-style-type: none"> Co-Defendant has indemnified the City and assumed its defence 	Insurer's legal counsel
Sethupathi v. City of Guelph et al. (Superior Court of Justice Court File No. CV-17-576347)	<ul style="list-style-type: none"> Motor vehicle accident – January 12, 2016 	<ul style="list-style-type: none"> June 15, 2017 – City served with Statement of Claim 	<ul style="list-style-type: none"> Examinations for Discovery have been scheduled 	Insurer's legal counsel
Livingston v. Guelph Transit et al. (Superior Court of Justice Court File No. 35/17)	<ul style="list-style-type: none"> Transit incident – January 28, 2015 	<ul style="list-style-type: none"> May 29, 2017 – City served with Statement of Claim 	<ul style="list-style-type: none"> Parties fulfilling undertakings 	Insurer's legal counsel
Cooper (Stewart) v. City of Guelph et al. (Superior Court of Justice Court File No. 16-58756)	<ul style="list-style-type: none"> Motor vehicle accident – October 25, 2016 	<ul style="list-style-type: none"> January 20, 2017 – Statement of Claim amended to include City as a party 	<ul style="list-style-type: none"> Examinations for Discovery have been completed 	Insurer's legal counsel
Gascon v. City of Guelph et al. (Superior Court of Justice Court File No. 652/15)	<ul style="list-style-type: none"> Accident – September 14, 2013 	<ul style="list-style-type: none"> August 12, 2015 – City served with Statement of Claim Insurer for co-Defendant, Coco Paving, agreed to take over City's defence and indemnify as of October 21, 2015 	<ul style="list-style-type: none"> Discussions ongoing 	Insurer's legal counsel

* Does not include claims solely against Guelph Police Services (i.e., City not named as a party)

ATT-1
LITIGATION STATUS REPORT
As of March 27, 2019

INSURED MATTERS COMPLETE SINCE September 28, 2018				
Matter	Description	History	Current Status	Counsel
Neath v. City of Guelph (Superior Court of Justice Court File No. 370/17)	<ul style="list-style-type: none">• Slip and Fall – January 19, 2017	<ul style="list-style-type: none">• September 14, 2017 – City served with Statement of Claim• November 30, 2018 – Statement of Defence filed	<ul style="list-style-type: none">• This matter is complete	Insurer's legal counsel

Information Report



Service Area Corporate Services

Date Friday, March 29, 2019

Subject **Criteria for the Appointment of Members to the Wellington-Dufferin-Guelph Public Health Board of Health**

Report Number CS-2019-54

Executive Summary

Purpose of Report

To report back to City Council on the possibility of appointing members of the public to the Wellington-Dufferin-Guelph Public Health Board of Health (Board of Health).

Key Findings

There is no legislation or by-laws which prevent City Council from appointing members of the public to serve on the Board of Health. City Clerk's Office staff will report back to City Council, before the end of the term of the current appointees, with a recommendation regarding the appointment of members of the public to the Board of Health.

The report back and recommendation will include comparator research and feedback/consultation with Wellington-Dufferin-Guelph Public Health and relevant City staff.

Financial Implications

None.

Report

At the striking committee meeting held on December 10, 2018, City Council passed the following resolution:

That staff be directed to review legislation and/or by-laws that dictate Council appointments to Wellington-Dufferin-Guelph Public Health Board of Health and report back by the end of Q1 2019.

Specifically, City Council asked for clarification as to whether or not the Health Protection and Promotion Act, or any other relevant legislation and/or by-laws, dictated that City of Guelph appointees to the Board of Health had to be members of City Council.

Ontario Regulation 559, titled Designation of Municipal members of Boards of Health, establishes the membership of the Board of Health for Wellington-Dufferin-Guelph Public Health as:

1. three members appointed by the County of Wellington
2. two members appointed by the County of Dufferin
3. three members appointed by the City of Guelph

Neither the Health Protection and Promotion Act, relevant Ontario regulations or any City of Guelph by-laws, dictate who City Council is permitted to appoint as its members on the Board of Health. City Council could appoint all members of the public, all members of City Council, or any combination of the two.

In fact, as recently as 2007, it was the practice of City Council to appoint two members of City Council and one member of the public to serve on the Board of Health. That practice changed on January 30, 2012 when City Council passed a resolution appointing three Councillors. As a result of that decision, City Clerk's Office staff have administered the appointment of three Councillors to the Board of Health since 2012.

Between 2007 and 2012 there were several motions passed by City Council related to governance practices at the Board of Health. A summary of relevant City Council decisions related to the appointment of members of the public to the Board of Health is provided below. Copies of the April 26, 2011, September 26, 2011 and January 30, 2012 resolutions, in full, are included in ATT-1 – City Council Resolutions Regarding Appointments to Guelph-Wellington-Dufferin Public Health Board of Health.

Timeline regarding the appointment of public members to the Board of Health

December 17, 2007	One member of the public is reappointed to the Board of Health (the last time a member of the public is appointed).
February 28, 2011	A third member of City Council is appointed to the Board of Health to replace the public member.
April 26, 2011	City Council formalizes its intention to withdraw from Wellington-Dufferin-Guelph Public Health effective April 30, 2012.
September 26, 2011	City Council revokes the appointments of the three members of City Council serving on the Board of Health.
January 30, 2012	City Council formalizes that three members of Council be appointed to serve on the Board of Health.

Current Appointments and Report Back

Three members of City Council (Councillors Billings, Goller and Hofland) are currently serving on the Board of Health with terms expiring in November, 2020. It is recommended that the current appointees serve out the remainder of their terms in accordance with the resolutions of City Council passed on December 10, 2018. Prior to the end of that term, City Clerk's Office staff will report back to City Council with a recommendation regarding the appointment of members of the public to the Board of Health.

That report will include comparator research and feedback/consultation with Guelph-Wellington-Dufferin Public Health and relevant City staff.

Financial Implications

None.

Corporate Administrative Plan

Overarching Goals

Service Excellence

Service Area Operational Work Plans

Our People- Building a great community together

Attachments

ATT-1 City Council Resolutions Regarding Appointments to Guelph-Wellington-Dufferin Public Health Board of Health

Report Author

Dylan McMahon, Manager, Legislative Services/Deputy City Clerk



Approved By

Stephen O'Brien
GM City Clerk's Office/City Clerk
Corporate Services
519-822-1260 ext. 5644
stephen.obrien@guelph.ca



Recommended By

Trevor Lee
Deputy CAO,
Corporate Services
519-822-1260 ext. 2281
trevor.lee@guelph.ca

City Council Resolutions Regarding Appointments to Guelph-Wellington-Dufferin Public Health Board of Health

April 26, 2011 – Council Resolution regarding Wellington-Dufferin-Guelph Public Health

Whereas the City of Guelph has concerns with regard to the governance of the Wellington-Dufferin-Guelph Board of Health;

And whereas the Board has made it clear it intends to proceed with building a new capital facility in the City of Guelph when able to do so, without having consulted with or having received the consent of Council as well as without sufficient public consultation regarding the needs of its clients and other stakeholders;

And whereas the Province traditionally pays 75% of the operating expenses of the Board and the City of Guelph pays 46% of the remaining 25% of the operating expenses of the Board;

And whereas the Province has stated it will not fund any costs related to new capital facilities for the Board;

And whereas the City has stated it will pay 46% of 25% of the Board's expenses for accommodation, provided that the City is not required to include any new debt issued by the Board for the accommodation expenses on the City's consolidated financial statements;

Therefore be it resolved that:

1. The City shall provide written notice to the Ministry of Health and Long-Term Care, the County of Dufferin and the County of Wellington that it intends to withdraw from the Wellington-Dufferin-Guelph Health Unit effective April 30, 2012, pursuant to paragraph 8 of the Agreement between the City and the Counties made January 23, 1997 and requesting that the Ministry arrange for the passing of the appropriate regulations to dissolve the Health Unit and the Board of Health.
2. The Mayor be directed to request that the Ministry appoint an assessor under the Health Protection and Promotion Act to investigate and evaluate the Board of Health for the purpose of facilitating the dissolution of the Health Unit to minimize any disruption in the provision of public health services and programs and, if necessary, for any of the following purposes as set out in s.82 of the Act:
 - a. Ascertaining whether the Board of Health is providing or ensuring the provision of health programs and services in accordance with the Act, the regulations and the guidelines;

- b. Ascertaining whether the Board of Health is complying in all other respects with the Act and the regulations; and,
 - c. Assessing the quality of the management or administration of the affairs of the Board of Health.
3. The Mayor be directed to request a meeting with the Wardens of the County of Wellington and the County of Dufferin to commence a discussion of the process for the dissolution of the Health Unit.

September 26, 2011 – Council Resolution regarding Wellington-Dufferin-Guelph Public Health

Whereas there are currently three Councillors appointed to serve at the pleasure of Council as members of the Wellington-Dufferin-Guelph Health Unit Board of Directors;

And whereas the current functioning and governance of the Board of Health prevents city-appointed members from Guelph from fulfilling their legislated duties;

And whereas the City has requested a provincially appointed assessor;

1. Be it resolved that the appointment of Councillors Jim Furfaro, Leanne Piper and Karl Wettstein to the Wellington-Dufferin-Guelph Health Unit Board of Directors is revoked effective immediately;
2. And that staff advise the Ministry of Health and Long Term Care of this decision and request a meeting with Ministry staff to discuss the specific issues and concerns surrounding this decision.

January 30, 2012 – Council Resolution regarding Wellington-Dufferin-Guelph Public Health

Whereas:

1. Council revoked the appointment of its members on the Wellington-Dufferin-Guelph Board of Health on September 26, 2011 because the current functioning and governance of the Board of Health was preventing the City appointed members from Guelph from fulfilling their legislated duties;
2. The City has continued to support and value the importance of public health services to the citizens of Guelph and recognizes its commitments to good governance, accountability and transparency;
3. Council wishes to appoint new members to represent the City on the Wellington-Dufferin-Guelph Board of Health Council and is proposing an approach to assist with the integration of the newly appointed City Board members into the Board of Health Structure to facilitate success for the Board in meeting the Ontario Public Health Organizational Standards (2011)

that outline the expectations for effective governance of boards of health and effective management of public health units;

4. Council wishes to work with the Counties of Wellington and Dufferin, the Board of Health and the Ministry of Health and Long-Term Care to develop a long-term partnership arrangement for the health unit;

Be it resolved:

1. That three members of City Council be appointed to serve on the Wellington-Dufferin-Guelph Board of Health (BOH);
2. That the BOH members appointed by City Council seek approval of the BOH to retain the services of an independent mediator, chosen with the consent of all of the City, the Counties of Dufferin and Wellington and the Chair of the BOH. The mediator shall work with the Board to develop the following:
 - a) A responsive dispute resolution mechanism;
 - b) A non-adversarial environment at BOH meetings;
 - c) A fair provision and process for Council representatives to practice their accountability and transparency in the communication of BOH decisions as appropriate for open and closed meeting reporting;
 - d) Consideration of the management options outlined in the Ontario Public Health Organization Standards for the most appropriate management structure for the Board of Health to ensure administrative capacity is provided to both the provision of public health programs and services and administrative/management functions (e.g. financial management, information management, communication strategies, human resource planning and management, program management related to community engagement and responsiveness, risk management and project management), such as the creation of the position of Chief Administrative Officer to assume non health related senior management duties from the Medical Officer of Health; and,
 - e) A process and timeline agreed to by the Counties of Dufferin and Wellington, the Board of Health and the Ministry of Health and Long-Term Care to participate in a mediated negotiation to develop an agreement containing, among other things, an updated composition of the Board, an updated governance structure as it relates to the municipalities and a new cost sharing formula.

Information Report

Service Area Public Services

Date Friday, March 29, 2019

Subject **Guelph Museums Advisory Committee 2018 Report**

Report Number PS-2019-05

Executive Summary

Purpose of Report

To provide Council with the annual report of the Guelph Museums Advisory Committee.

Key Findings

The Council-appointed Guelph Museums Advisory Committee continues to guide and support the work of Guelph Museums, ensuring the Museums meet professional standards and actively engage citizens in meaningful ways. The Advisory Committee met nine times over the year, on the fourth Thursday of each month, except for July, August and December. Advisory Committee members contributed over 300 volunteer hours, participating in meetings and assisting at special events.

In 2018, the Advisory Committee oversaw the implementation of the second year of the Museum's strategic operating plan, focused on service excellence, sustainability and innovation. To this end, the Museum carried out activities to attract new and repeat visitation, increase earned revenue and donations, and embark on innovative approaches to enhance visitor experiences.

Financial Implications

N/A

Report

The objectives of the Guelph Museums Advisory Committee are:

- To participate in strategic planning activities
- To act as ambassadors for Guelph Museums in the community
- To initiate and participate in fundraising activities for the purpose of providing revenue, attracting new audiences, and increasing awareness within the community
- To advise on approaches to increasing and maintaining members, visitors, volunteers and supporters

- To approve community museum operating policies as required by the Ministry of Tourism, Culture and Sport
- To serve as the museum-dedicated committee required by the Ministry of Tourism, Culture and Sport in order to be eligible to receive an annual Community Museum Operating Grant

In 2018, the Museum, in the second year of its strategic operating plan, implemented activities with an aim to attract and satisfy diverse audiences; deepen audience engagement; increase earned revenue, donations and sponsorships; improve efficiency; establish community partnerships; embrace leading-edge museum practices; and embrace technology and new media.

The Museum strived to increase new and repeat visitation by offering:

- Six feature exhibitions and 12 case and hallway exhibitions
- 40 free or admission-by-donation opportunities
- Matinee performances for Backyard Theatre at McCrae House
- New cross-generational programming for Culture Days
- New free, weekly programming for early learners in partnership with EarlyON

These activities resulted in attendance of 31,525 visitors in 2018.

The Museum also worked to deepen audience and community engagement by offering:

- New interpretive signage at Locomotive 6167
- History Helps outreach initiative during the holidays, collecting 80 pajamas for families supported by Guelph-Wellington Women in Crisis

To increase revenue and efficiency, the Museum was successful in:

- Securing a liquor licence and introducing beverage service at events
- Establishing a donor database
- Launching a year-end donor campaign that raised over \$6,800
- Streamlining facility rental processes

In embracing leading-edge museum practices, Guelph Museums:

- Marked the 100th anniversary of Lt. Col. John McCrae's death with commemoration events in Guelph, Belgium and France
- Transformed the McCrae Coach House into a new programming space
- Initiated innovations in educational programming

Looking ahead to 2019, the Museum will engage in the commemoration of John Galt's 240th birthday and reframing Guelph's founding story within an Indigenous context; prepare for the move of Locomotive 6167 in 2020; continue development of youth programming; brand and profile development of the Civic Museum gift shop; donor, sponsor and member acquisition and stewardship; museum policy review and updates; and continue development of the Museum's social media presence.

With a focus on service excellence, sustainability and innovation, Guelph Museums Advisory Committee and staff members are committed to contributing to the City's vision to make a difference by acting locally and globally to improve the lives of residents, the broader community and the world.

Financial Implications

N/A

Consultations

Shannon Coles, Chair, Guelph Museums Advisory Committee

Corporate Administrative Plan

Overarching Goals

Service Excellence
Financial Stability
Innovation

Service Area Operational Work Plans

Our Services - Municipal services that make lives better
Our People- Building a great community together
Our Resources - A solid foundation for a growing city

Attachments

None

Departmental Approval

Danna Evans, General Manager, Culture, Tourism and Community Investment

Report Author

Tammy Adkin, Manager, Guelph Museums



Approved By

Danna Evans
General Manager, Culture, Tourism,
and Community Investment
(519) 822-1260 ext. 2621
danna.evans@guelph.ca



Recommended By

Colleen Clack
Deputy CAO
Public Services
(519) 822-1260 ext. 2588
colleen.clack@guelph.ca

Information Report



Service Area Public Services

Date Friday, March 29, 2019

Subject **Conestoga College Bus Pass Pilot Program**

Report Number PS-2019-06

Executive Summary

Purpose of Report

To notify Council of the Universal Bus Pass pilot program with Conestoga College, which commenced in September 2018 through to August 2019.

Key Findings

Conestoga Students Incorporated (CSI) held a referendum in winter 2017 and passed a one-year Universal Bus Pass pilot program commencing fall 2018. As part of their tuition, Guelph campus students were charged \$134.90 per semester (fall 2018 and winter 2019) and \$136.90 for the summer 2019 semester. In the fall 2018 semester, 367 students participated in the pilot and approximately 347 in the winter 2019 semester. The CSI has opted not to continue with the Universal Bus Pass pilot once the contract ends in August 2019.

Financial Implications

Guelph Transit budgeted revenue for the duration of the pilot program, which does not include the fall semester of 2019; therefore, no variance is anticipated from the program not becoming permanent.

Report

In a continued effort to identify opportunities for ridership and revenue growth, Guelph Transit entered into a one-year Universal Bus Pass pilot with the Conestoga Students Incorporated (CSI). The program framework and costing was based on the Universal Bus Pass program currently in place with the Central Student Association and the Graduate Student Association at the University of Guelph.

The CSI reviewed the program and they deemed that it was not the ideal option for their students as just under 50 per cent of students picked up their bus pass.

The CSI is interested in discussing a potential semester pass. Conestoga College in Kitchener does not have a Universal Bus Pass agreement with Grand River Transit, but rather a semester pass option for students. Guelph Transit is committed to

working with Conestoga College to review various options and will report back with updates as they become available.

Financial Implications

The one-year Universal Bus Pass pilot program resulted in \$49,508 of revenue for the fall semester of 2018. The projected revenue for the winter semester of 2019 is \$47,000 and \$2,300 for the summer semester of 2019. The pilot program ends in August 2019. No additional revenue was budgeted for 2019, therefore, no variance is anticipated from not continuing with the Universal Bus Pass pilot program.

Consultations

Guelph Transit
Corporate Communications
Finance

Corporate Administrative Plan

Overarching Goals

Service Excellence
Financial Stability

Service Area Operational Work Plans

Our Services - Municipal services that make lives better
Our People- Building a great community together
Our Resources - A solid foundation for a growing city

Attachments

ATT-1 Guelph Transit Bus Pass Agreement

Departmental Approval

N/A

Report Author

Courtney McDonald



Approved By

Robin Gerus
General Manager
Guelph Transit
519-822-1811, ext. 2461
Robin.gerus@guelph.ca



Recommended By

Colleen Clack
Deputy CAO
Public Services
519-822-1260, ext. 2588
colleen.clack@guelph.ca

GUELPH TRANSIT BUS PASS AGREEMENT

This agreement is between:

THE CORPORATION OF THE CITY OF GUELPH,

An Ontario municipality

(The "City")

- And -

CONESTOGA STUDENTS INC.,

An Ontario corporation

("CSI").

WHEREAS the City operates its Guelph Transit bus service, for the use of which it ordinarily requires payment of its usual fares;

AND WHEREAS CSI represents Students who make use of Guelph Transit;

AND WHEREAS the parties wish to permit the Students to use the Guelph Transit bus service by means of bus passes, and without payment of the City's usual fares;

NOW THEREFORE, the parties agree as follows:

PART A. – INTERPRETATION OF THIS AGREEMENT

1. In this agreement, the following terms have the corresponding meanings:

"Agreement Date" means the date this agreement is signed by the last party to sign it, as determined by the dates indicated with the parties' signatures;

"Ancillary Student Fee" means the ancillary fee charged to each Student for a semester under this agreement, to pay for use of Guelph Transit;

"AODA" means the *Accessibility for Ontarians with Disabilities Act, 2005*, S.O. 2005, c. 11;

"College" means any campus of Conestoga College located within the geographic limits of the City;

"Fall Semester" means the period from September 1 through December 31;

"Guelph Transit" means the transit bus service, including Mobility Bus Service, operated by the City within the geographic limits of the City;

"Insider" of a party includes every partner, associate, officer, director, employee, consultant, subconsultant, contractor and agent of the party;

"Loss" includes loss, liability, damage, cost, expense, legal cost and disbursement;

"Notice" includes notification or communication required or permitted to be given by one party to the other party under this agreement;

"Student" means a full-time or part-time undergraduate student registered in an academic program at the College;

"Student Card" means the student identification card issued by the College to a Student;

"Summer Semester" means the period from May 1 through August 31.

"Validation Sticker" means a sticker, designed to be attached to a Student Card, that indicates that the Ancillary Student Fee has been paid in respect of the Student whose card bears the sticker; and

"Winter Semester" means the period from January 1 through April 30.

2. This agreement is to be construed and interpreted:
 - (a) With all changes in number and gender as may be required by the context;
 - (b) Without consideration of its division into parts, articles, sections, subsections, paragraphs, subparagraphs and clauses, which is for convenience of reference only;
 - (c) In accordance with the laws of the Province of Ontario and the laws of Canada applicable there;
 - (d) Such that the obligations of the parties contained in this agreement have, where applicable, the status of representations, warranties and covenants by the respective obligated party;
 - (e) Such that time is of the essence of this agreement, including if any extension of time is permitted;
 - (f) Such that any reference in this agreement to legislation, policies or rules is to such legislation, policies or rules as amended, extended, re-enacted or replaced;
 - (g) Such that all provisions of this agreement are severable, and if any provision is declared illegal, invalid, void or unenforceable by a court of competent jurisdiction, then the remaining provisions of this agreement remain in full force and effect; and
 - (h) Such that, wherever this agreement contemplates the City making a decision, including a decision as to whether the City is satisfied with something, the City may make such decision in its own, sole, unfettered discretion and such decision

is final and binding.

3. This agreement is governed by the laws of the Province of Ontario and the laws of Canada applicable there.

PART B. – PAYMENT FOR BUS PASSES

4. CSI shall institute an Ancillary Student Fee which is:
 - (a) For the Fall Semester of 2018, \$134.90; and
 - (b) For the Winter Semester of 2019, \$134.90.
 - (c) For the Summer Semester of \$136.90
5. CSI shall ensure that the Ancillary Student Fee is collected from every Student enrolling in every specified semester. Attached to this agreement as Appendix "A" is a letter from the College's Registrar, agreeing to collect these Ancillary Student Fees.
6. CSI shall ensure that the Ancillary Student Fees are paid to the City as follows:
 - (a) For the Fall Semester: 50% by October 1, 35% by November 15, and 15% by December 15; and
 - (b) For the Winter Semester: 50% by February 15, 35% by March 15, and 15% by April 15.
 - (c) For the Summer Semester: 50% June 15, 35% by July 15, and 15%, and 15% by August 15.
7. CSI shall ensure that the Ancillary Student Fees are paid to the City by way of cheques payable to Guelph Transit and delivered or mailed to
The City of Guelph, Transit Services
Attention: Supervisor, Transit Business Services
170 Watson Road South
Guelph ON N1L 1C1
8. The City is not entitled to any interest earned on Ancillary Student Fees collected but not yet paid to the City.
9. CSI shall notify the City immediately if any scheduled payment will be late.

10. If the City fails to provide regular Guelph Transit bus service for more than seven full service days during a semester, then the City shall reduce the Ancillary Student Fees owing for that semester to the product of the following three numbers:
 - (a) The total number of days of service actually provided in the semester, divided by the total number of days of service which had been scheduled for that semester;
 - (b) The final College enrolment for the semester; and
 - (c) The Ancillary Student Fee for the semester.
11. Any day upon which the College is closed due to an unforeseen circumstance (such as inclement weather) will not be counted as a day when the City fails to provide regular Guelph Transit bus service.
12. CSI shall notify the City as soon as CSI becomes aware that the College is, or will be, closed due to an unforeseen circumstance (such as inclement weather).
13. If the College is closed due to unforeseen circumstances (such as inclement weather) to such an extent that the semester is terminated and Students receive refunds of the balances of their Ancillary Student Fees, then such balances will not be owing to the City.

PART C. – VALIDATION STICKERS

14. CSI shall ensure that Validation Stickers are prepared and available in advance of each semester.
15. CSI shall ensure, each semester, that a Validation Sticker is issued to each Student who has paid the Ancillary Student Fee, and shall ensure that the Validation Sticker is affixed to the Student's Student Card.
16. The City shall not be responsible for any cost associated with producing or distributing Student Cards or Validation Stickers.
17. CSI shall, during the Winter Semester, seek, obtain, and (to the extent reasonably possible) implement, the City's input into the design of the Validation Stickers to be used in any subsequent year of this program.

PART D. – USING GUELPH TRANSIT BUSES

18. CSI shall advise all Students that they must present their Student Cards, with current Validation Stickers, in order to make use of the Guelph Transit bus pass program under this agreement.
19. Upon presentation of a Student Card, with a current Validation Sticker, to the operator of a Guelph Transit bus, the City shall permit the Student holder of the card to board and ride the bus without payment of the usual fare.
20. If a Student qualifies for, and has been approved for, use of the City's Mobility Service buses, and presents his or her Student Card, with a current Validation Sticker, to the operator of a Mobility Service bus, the City shall permit the Student to board and ride the Mobility Service bus without payment of the usual fare.
21. The City may permit Students to board and ride Guelph Transit buses and Mobility Service buses during the first week of classes each semester, if new Student Cards and Validation Stickers are still being issued.
22. The City may require holders of Student Cards to validate their identities.
23. The City may confiscate any Student Card that is misused. The City shall forward each confiscated Student Card to College Security within three business days after its confiscation, and shall provide a report explaining the reason for the confiscation.
24. If the City obtains a Student Card left on a Guelph Transit bus or City property, or turned in to the City, it shall forward such found Student Card to the College Administration Office within three business days after it was obtained.
25. CSI shall monitor Students whose Student Cards have been misused, and shall deal with such Students in accordance with the provisions of the Bus Policies section of the CSI Policy Manual.
26. CSI shall ensure that all Students who use Guelph Transit buses do so in accordance with the rules and guidelines for Guelph Transit users found at <http://guelph.ca/living/getting-around/bus/riding-guelph-transit/>.

PART E. – COMMUNICATIONS

27. The initial, principal, contact person and contact addresses for the City are:

Christine Laithwaite, Supervisor Transit Business Services
Guelph Transit
170 Watson Road South
Guelph, ON., N1L 1C1
Tel: 519-822-1260 ext. 2624
Fax: 519-822-1322
christine.laithwaite@guelph.ca

28. The initial, principal, contact person and contact addresses for the CSI are:

Janie Renwick, General Manager
Conestoga Students Incorporated
299 Doon Valley Drive, Kitchener, Ontario
519-748-5131 x 3578
519-748-5131
jrenwick@conestogac.on.ca

29. CSI shall treat the City's contact person as the source of communication in respect of all aspects of this agreement.

30. The City shall treat CSI's contact person as the source of communication in respect of all aspects of this agreement.

31. Either party may, from time to time, change its contact person or any of its contact addresses by Notice given in accordance with this Part.

32. Either party may, from time to time, through its principal contact person, designate secondary contact persons in respect of specific issues.

33. A party giving Notice shall give it in writing and shall send it by personal delivery, email, facsimile, courier or prepaid regular mail to the other party's contact person at an address of the other party provided for in this agreement.

34. A Notice sent by:

- (a) Personal delivery is deemed to be delivered on the date it is personally delivered;
 - (b) Email is deemed to be delivered upon the sender receiving from the recipient a written acknowledgment of receipt;
 - (c) Facsimile is deemed to be delivered one day after the date it is sent;
 - (d) Courier is deemed to be delivered two days after the date it is sent; and
 - (e) Prepaid regular mail is deemed to be delivered three days after the date it is sent, provided that if a postal interruption occurs, the Notice is deemed to be delivered three days after the resumption of postal service.
35. The parties shall meet at least once per semester to discuss the program under this agreement and any outstanding issues.
36. CSI shall not communicate with the media or anyone else about the Services except with the prior written approval of the City.

PART F. – CSI OBLIGATIONS

37. CSI shall indemnify the City and the City's Insiders against all Losses related to acts or omissions, including alleged acts or omissions, in connection with this agreement, of CSI, any Insider of CSI or any other person for whom CSI is in law responsible. CSI shall, at the City's election, either assume the defence of every proceeding brought in respect of such Loss, or cooperate with the City in the defence, including providing the City with prompt Notice of any possible Loss and providing the City with all information and material relevant to the possible Loss. For the purpose of making CSI's promise to indemnify the City's Insiders enforceable, the parties acknowledge that the City is acting as the agent and trustee for its Insiders. This section will survive the termination of this agreement.
38. CSI shall not be liable for any Loss arising from errors or omissions in any of the information which is provided to CSI by the City.
39. Without restricting the generality of the provisions in this Part related to indemnification, CSI shall obtain, and for as long as this agreement is in effect, maintain, pay for and, upon request by the City from time to time, provide evidence, satisfactory to the City, of Commercial General Liability Insurance coverage, taken out with an insurer licensed to transact insurance business in Ontario, bearing original signatures of authorized insurance representatives and satisfactory to the City:

- (a) Including "The Corporation of the City of Guelph" as an additional insured;
- (b) To a limit of not less than five million dollars (\$5,000,000) inclusive per occurrence;
- (c) Including bodily injury, personal injury, death and damage to property, including loss of use of such property;
- (d) In a form satisfactory to the City; and
- (e) Endorsed to provide "The Corporation of the City of Guelph" with not less than thirty (30) days' notice, in advance, of any cancellation, change or amendment restricting coverage.

40. If the foregoing policy expires while this agreement is in effect, CSI shall immediately renew or replace it, and, within sixty (60) days after such expiry, provide to the City evidence, satisfactory to the City, of the renewed/replaced policy.
41. CSI shall ensure that the foregoing insurance is primary and does not call into contribution any other insurance coverage available to the City. CSI shall not do or omit to do anything which would impair or invalidate the insurance policy.
42. If CSI fails to take out or maintain the above-described insurance, and the City decides, in its discretion, not to terminate this agreement immediately, then the City may take out or maintain such insurance, whereupon the CSI shall immediately pay to the City any premium paid by the City for such insurance.
43. CSI represents and warrants to the City that, as at the Agreement Date, all the following is true, complete and accurate:
- (a) CSI has been duly incorporated as a corporation and is in good standing under an incorporating statute of the jurisdiction indicated in this agreement and is in compliance with all laws that may affect it and shall remain so for as long as this agreement remains in effect;
 - (b) CSI has the corporate capacity to enter into this agreement and to perform and meet all obligations and liabilities as may be required of it under this agreement; and
 - (c) CSI shall notify the City immediately of any material change in the preceding paragraphs (a) or (b).
44. Upon request by the City, CSI shall, in a form satisfactory to the City, repeat the preceding representation and warranty to the City, as at such subsequent date or dates as requested by the City.

45. CSI shall comply with the provisions, to the extent that they are applicable, of the AODA and regulations under it, in respect of all Services provided by CSI on behalf of the City. Without limiting the generality of the foregoing, CSI shall ensure that all of its Insiders and applicable others, for whom it is at law responsible, receive training about the provision of any services contemplated in this agreement to persons with disabilities, in accordance with section 80.49 of *Ontario Regulation 191/11*, Integrated Accessibility Standards, made under the AODA. This training includes, but is not limited to, training relating to, and ensuring compliance with, the policies, practices and procedures of the City respecting the provision of services to persons with disabilities.

PART G. – RELATIONSHIP BETWEEN THE PARTIES

46. The parties may sign this agreement in counterparts with the same effect as if the parties sign the same document. Any counterparts are to be construed together and constitute one and the same original document. The parties shall deliver any signed counterparts of this agreement in accordance with the provisions set out in this agreement for delivery of Notices.
47. This agreement constitutes the entire contract between the parties with respect to its subject matter and supersedes all prior or contemporaneous commitments, representations, warranties, arrangements, understandings, agreements, and negotiations, whether written or oral, or collateral or other, with respect to its subject matter, existing between the parties at the Agreement Date.
48. No change or modification of this agreement is valid unless it is in writing and signed by each party.
49. CSI is an independent contractor of the City. CSI shall not, except as the City may specifically authorize in writing, enter into any contracts or commitments in the name of or on behalf of the City, or bind the City in any respect whatsoever. CSI is not a partner, joint venturer, agent or employee of the City. CSI (and not the City) is fully responsible for all CSI's obligations, including as a business operator, employer and party to its agreements.
50. Either party may by Notice waive any of its rights, powers or remedies under this agreement.

51. The failure of either party to exercise any of its rights, powers or remedies under this agreement or its delay in doing so, does not constitute a waiver of any rights, powers or remedies. A single or partial exercise of a right, power or remedy does not prevent its subsequent exercise or the subsequent exercise of any other right, power or remedy.
52. Despite the City taking any action which is the responsibility of the CSI under this agreement, the CSI shall remain obligated to take such action.
53. CSI shall not assign this agreement or any of the benefits or obligations under this agreement without the prior written approval of the City. The City may make the decision to grant or refuse such approval. Despite any approval by the City to an assignment by CSI, CSI shall retain all its obligations and liabilities under this agreement.
54. This agreement enures to the benefit of and binds the parties and their respective heirs, executors, administrators, other legal representatives, successors and permitted assigns.
55. If CSI defaults in carrying out its obligations under this agreement, then the City may, in its discretion, but is not required to:
- (a) Give CSI notice of the default and time to cure it; and
 - (b) Hold CSI responsible for any Loss suffered by the City because of the default.

PART H. – TERMINATION OF THIS AGREEMENT

56. Either party may, with or without cause, terminate this agreement upon at least four months' Notice.
57. The parties may, by agreement, terminate this agreement at any time.
58. This agreement will terminate immediately upon:
- (a) The dissolution of CSI; or
 - (b) Subject to the provisions of the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3, CSI making an assignment for the benefit of its creditors, becoming bankrupt or insolvent, undergoing reorganization, making a proposal to its creditors, or

otherwise becoming financially unable to perform its obligations under this agreement.

59. If this agreement is terminated early, then:

- (a) The City is excused from further performance under this agreement;
- (b) Any money payable is immediately due and payable; and
- (c) The City shall retain any rights, powers and remedies it has or may have against CSI.

[SIGNATURE PAGE FOLLOWS]

Each party is signing this agreement on the date indicated opposite that party's signature.

THE CORPORATION OF THE CITY OF GUELPH

January 11, 2018

Date

By: 

Name: Colleen Clack


Title: Deputy CAO, Public Services

I have authority to bind the corporation.

CONESTOGA STUDENTS INC.

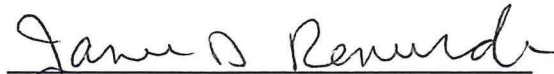
Jan 2, 2018

Date

By: 

Name: Aimée Calma

Title: President

By: 

Name: Janie Renwick

Title: General Manager

I/We have authority to bind the corporation.

Provincial/Federal Consultation Alert							
Title	Ministry	Consultation Deadline	Summary	Proposed Form of Input	Rationale	Lead	Link to Ministry Website
Reducing Litter and Waste in Our Communities: Discussion Paper Delivering on the Made-in-Ontario Environment Plan	Ministry of the Environment, Conservation and Parks (MECP)	April 20, 2019	<p>An EBR notice has been posted (013-4689) seeking public feedback on the Reducing Litter and Waste in Our Communities: Discussion Paper.</p> <p>The Discussion Paper expands upon commitments in Preserving and Protecting our Environment for Future Generations: A Made-in-Ontario Environment Plan.</p> <p>The paper sets out goals, actions and performance measures and outlines how they will:</p> <ul style="list-style-type: none">• Decrease the amount of waste going to landfill• Increase the province's overall diversion rate <p>The paper outlines eight key areas for action:</p> <ul style="list-style-type: none">• Prevent & reduce litter in neighbourhoods and parks• Opportunities to reduce and divert waste at home, work and on the go• Makes producers responsible for their products & packaging• Reduce and divert food and organic waste• Reduce plastic waste into landfills and waterways• Provide clear rules for compostable products and packaging• Recover the value of resources in waste• Support competitive and sustainable end-markets for Ontario's waste	Staff comments will be submitted on the online Environmental Registry (EBR) and provided to Council via the Information Package following the consultation deadline.	<p>Staff response on the Discussion Paper will be consistent with those provided on January 25, 2019 to the MECP re: EBR 013-4208 Comments on Preserving and Protecting our Environment for Future Generations: A Made-in-Ontario Environment Plan.</p> <p>Consistent with previous direction from Council, City staff's response will look to communicate to MECP to: making producers responsible for the waste generated from their products and packaging and are committed to moving forward with transitioning all existing programs; the need to address the industrial, commercial and institutional sectors with specific target diversion rates; the need to focus on more effective/efficient data capture; greater clarity related to the continuation of the Food and Organic Waste Policy Statement and the need for clarification on how to meet obligations; an understanding of the challenges for municipalities to manage organic waste based on their context (i.e., population density); the need to address plastic waste through a multi-pronged approach; a clear understanding of the challenges municipalities have with compostables; and, a recognition of the need to address barriers to planning, infrastructure and end markets.</p>	Environmental Services	Environmental Registry



Guelph Police Services Board

PO Box 31038, Willow West Postal Outlet, Guelph, Ontario N1H 8K1

Telephone: (519) 824-1212 #7213 Fax: (519) 824-8360

TTY (519)824-1466 Email: board@guelphpolice.ca

OPEN MEETING

MINUTES – FEBRUARY 21, 2019

An Open meeting of the Guelph Police Services Board was held on February 21, 2019.

- Present:**
- | | |
|-----------------------------------|---------------------------------------|
| D. Drone, Chair | J. DeRuyter, Chief of Police (Ret.) |
| R. Carter, Member | P. Martin, Acting Chief of Police |
| C. Guthrie, Member | J. Sidlofsky Stoffman, Legal Services |
| C. Billings, Member | S. Purton, Financial Services Manager |
| C. Polonenko, Executive Assistant | T. Harris, Human Resources Manager |
- Guests:** Guelph Police Service: Chief Designate Gordon Cobey, Former Board member Len Griffiths, Inspector S. Green, Inspector P. Milligan, Sergeant D. Doxey, S. Odorico, J. Green, L. Pelton, Chaplain J. Borthwick

1. **WELCOME AND INTRODUCTIONS**

2. **MEETING CALLED TO ORDER**

Chair D. Drone called the meeting to order at 1:29 p.m. in Meeting Room C, Guelph City Hall, 1 Carden Street, Guelph.

3. **MOTION TO GO INTO CLOSED SESSION**

Moved by C. Billings

Seconded by C. Guthrie

THAT the Guelph Police Services Board convene in closed session to discuss matters that it is of the opinion falls under Section 35(4) (a) or (b) of the *Police Services Act*.

-CARRIED-

4. **MOTION TO RECONVENE IN OPEN SESSION**

Moved by R. Carter

Seconded by C. Guthrie

THAT the Guelph Police Services Board reconvene at 2:55 p.m. in Open Session.

-CARRIED-

5. **DECLARATION OF CONFLICT OR PECUNIARY INTEREST**

There were no declarations of conflict or pecuniary interest.

6. CLOSED SESSION RESOLUTIONS

The following closed session motions were reported out in open session:

Moved by C. Billings

Seconded by C. Guthrie

THAT the Guelph Police Services Board support the KidsAbility Foundation in the amount of \$2,000.00 and the KICKZ Soccer Program in the amount of \$600.00, with funds to be paid from the Community Account.

- CARRIED –

Moved by C. Guthrie

Seconded by C. Billings

THAT the Guelph Police Services Board approve funding in the amount of \$10,000.00 to be directed to the Welcoming Streets Initiative for 2019 as one-time only funding, to be paid from the Community Account.

- CARRIED-

7. PRESENTATIONS/DELEGATIONS

Presentation to Retiring Chief Jeff DeRuyter

D. Drone began his tribute to retiring Chief DeRuyter by recognizing the three very important leaders at the meeting today – retiring Chief Jeff DeRuyter, Chief Designate Gord Cobey and Deputy Chief Paul Martin, who was at the meeting as Acting Chief. He noted the many qualities of Chief DeRuyter that made him a great leader. He clearly understood what policing was all about, and was well-versed in the law. More importantly, he was well-versed and committed to the community, being very involved in community activities and seeing the importance of building relationships. He exemplified leadership in its true sense, respecting the point of view of others, showing no favouritism, serving people, respecting diversity in the community and leading with integrity and authenticity. On behalf of himself and the other Board members, he thanked Chief DeRuyter for his friendship and for his hard work on behalf of the Guelph Police Service and the community.

A/Chief Martin noted that Chief DeRuyter achieved 35 years of policing two days prior. He stated that Chief DeRuyter is the face of the community from number one dress, to Superhero cape, to prisoner's outfit, and he has brought the Guelph Police Service a long way in the community. The Chief's role is very difficult but he conducted himself with humility, humanity, and respect for everyone. He has made decisions for the good of the organization and community. As someone who started at the Guelph Police Service at the same time, he heartily congratulated Chief DeRuyter on his retirement.

D. Drone presented Chief DeRuyter with a gift. Chief DeRuyter thanked the Board for giving him the opportunity and tremendous privilege to be Chief at the Guelph Police Service, and for the unwavering support and guidance the Board has provided. He praised

the commitment of the members and thanked the Senior Leadership for their support. He thanked Deputy Martin for the support and friendship over the years as they led the organization together. He expressed his confidence that with Chief Gord Cobey, the Service is in good hands. The Board offered their congratulations.

8. APPROVAL OF MINUTES

Moved by C. Billings

Seconded by R. Carter

THAT the Minutes of the Open Meeting held Thursday, January 17, 2019 be approved as presented.

- CARRIED –

Len Griffiths and J. Sidlofsky Stoffman left the meeting at 3:12 p.m.

9. APPROVAL OF AGENDA

Moved by C. Guthrie

Seconded by R. Carter

THAT the Guelph Police Services Board approve the Open Meeting agenda.

- CARRIED –

Moved by R. Carter

Seconded by C. Billings

THAT the Guelph Police Services Board adopt **Part 1 – Consent Agenda**, as identified below.

- CARRIED –

9.1 Headquarter Renovation and Expansion

That the Report titled “Police Headquarters Renovation and Expansion Project” and dated February 21, 2019, be received for information.

9.2 Human Resources Report

THAT Jennifer England be appointed as a part-time civilian member of this Service effective February 11, 2019.

THAT Lisa Pelton be appointed as a temporary full-time civilian member of this Service effective February 11, 2019.

9.3 Budget Signing Authority

That the report titled “Budget Signing Authority” and dated February 21, 2019 be received for information.

9.4 Microsoft Office 365 Licensing Contract Award

That the report titled “Microsoft Office 365 Licensing Contract Award” and dated February 21, 2019 be received for information.

9.5 Community Account Annual Report (2018)

That the report titled "Community Account Annual Report 2018" and dated February 21, 2019 be received for information.

Part 2 – Discussion Agenda

9.6 Annual Suspect Apprehension Pursuit Report (2018)

A/Chief Martin reported that in 2018, officers were involved in 15 different suspect apprehension pursuits. Three were discontinued by officers for public safety and three ended in collisions. In all cases, appropriate action was taken by the officers. The average distance for pursuits was 680 metres, the longest was 2 kilometres. The shortest time was 1 minute and the longest was 3 minutes. Constant communication is taking place between supervisors and the Communication centre. Trends have been climbing.

Discussion followed. A/Chief Martin noted that to divide impaired stops between alcohol and marijuana impairment is challenging in the coding system in Niche. This problem is being researched to find a better solution. R. Carter noted that since 2013, there has been a 500 percent increase. A/Chief Martin cited the reason as being the opioid crisis, which has caused an increase in break and enters and auto thefts. He also noted that this trend is not unique to Guelph.

Inspector S. Green left the meeting at 3:19 p.m.

9.7 Acting Chief's Report

A/Chief P. Martin provided the following report:

- The Break and Enter and Auto Theft Team (BEAT Team) is comprised of officers from other units to form a team. Since January 9, 2019 to date, there have been 61 charges and 16 arrests. The team works cooperatively with the OPP, Waterloo Regional Police Service and the Crown Attorney's office. Inspector Pat Milligan reported that he met with the Crown's office at the beginning of the project to highlight the problem of theft in the community. As a result, paperwork was altered to make a case when presenting it, which has been very successful, and those charged are kept in custody at the time of the offence for a longer time.
- The Community Volunteer Patrol ceased operations due to the inability to maintain a volunteer base. Dale Gauley and Sean McGee have been committed to this patrol since 1996. Sgt. Ross Keller is the Service liaison and the Patrol could not have operated without him. The Service will have to determine an alternative way to pick up abandoned bicycles.
- There are a few retirements coming up, and with that, comes several promotions. These will be recognized in the coming months.

- St. Patrick's Day operational planning is well underway with all community partners.
- Lisa Pelton was introduced. She will be taking the Finance Manager's position while she is on maternity leave.
- The Annual Report was received from accident support services, which reported that collision motor vehicle collisions were up 5.92 percent. January and November are the worst months; Thursday and Friday are the busiest days; and 3-5 p.m. is the busiest time of day. Once the report has been reviewed, more information will be provided to the Board.
- In 2018, there were 11 hate crime incidents in Guelph: 8 were reported through the Service and 3 through the University. Most were graffiti-related. In 2009, there were 30 incidents. He noted that hate crimes peaked in 2009 and since then, the trend has fluctuated up and down.

9.8 New Business - There was no new business noted.

10. INFORMATION ITEMS

- Next Open Meeting: Thursday, March 21, 2019, 2:30 p.m., Guelph City Hall, Margaret McKinnon Room, Room 112
- Law of Policing Conference: May 1-2, 2019, Toronto, ON
- Ontario Association of Police Services Boards Spring Conference and AGM – May 22-25, 2019, Windsor, ON
- Canadian Association of Police Governance Conference and AGM – August 8-11, 2019, Calgary, AB

11. ADJOURNMENT

Moved by C. Billings

Seconded by R. Carter

THAT the Open meeting of the Guelph Police Services Board adjourn as at 3:45 p.m.

- CARRIED –

The meeting was followed by a light reception for Retiring Chief Jeff DeRuyter.

The minutes of this meeting were adopted this 21st day of March, 2019.

"Don Drone"

D. Drone, Chair

"Cheryl Polonenko"

C. Polonenko, Executive Assistant