



TOWNSHIP OF WILMOT

Council Meeting Agenda

Monday, March 22, 2021

Closed Council Meeting

6:15 P.M.

Regular Council Meeting

Virtual

7:00 P.M.

This meeting is open to the public and is available through an online platform. Please subscribe to the [Township of Wilmot You Tube Channel](#) to watch the live stream or view after the meeting.

Delegations must register with the [Information and Legislative Services Department](#). The only matters being discussed at this meeting will be those on the Agenda.

1. MOTION TO CONVENE INTO CLOSED SESSION

RECOMMENDATION

THAT a Closed Meeting of Council be held on Monday, March 22, 2021 at 6:15 p.m. in accordance with Section 239(2) of the Municipal Act, 2001, for the purposes of:

- c) a proposed or pending acquisition or disposition of land by the municipality or local board;

2. MOTION TO RECONVENE IN OPEN SESSION

RECOMMENDATION

THAT Council reconvenes in Open Session at 7:00 p.m.

3. **MOMENT OF SILENCE**
4. **LAND ACKNOWLEDGEMENT – Councillor A. Hallman**
5. **ADDITIONS TO THE AGENDA**
6. **DISCLOSURE OF PECUNIARY INTEREST UNDER THE MUNICIPAL CONFLICT OF INTEREST ACT**
7. **MINUTES OF PREVIOUS MEETINGS**

7.1 Council Meetings Minutes Monday March 1, 2021

RECOMMENDATION

THAT the minutes of the following meetings be adopted as presented:

Regular Council Meeting March 1, 2021.

8. PUBLIC MEETINGS

8.4 REPORT DS 2021-009

Zone Change Application 03/21

2232372 Ontario Inc.

73 Hincks Street, New Hamburg

RECOMMENDATION

THAT Council approve Zone Change Application 03/21 by 2232372 Ontario Inc. to permit, as a temporary use, a take-out only restaurant on the property, subject to the following:

1. That the temporary use by-law be limited to a period of 3 years
2. That a minimum of three off-street parking spaces between the building and James Street shall be designated for patrons of the take-out restaurant only.

9. PRESENTATIONS/DELEGATIONS

9.1 Jennifer Lauzon

Presentation regarding the Hallman Pit.

9.2 Mark Gordon

Presentation regarding the Hallman Pit.

9.3 Ed Dupej

Presentation regarding the Hallman Pit.

9.4 Rory Farnan, Citizens for Safe Ground Water

Presentation regarding the Hallman Pit.

9.5 Samantha Lernout

Presentation regarding the Hallman Pit.

10. CONSENT AGENDA

10.1 DS 2021-010

Zone Change Application 04/21

Removal of H Symbol

Michelle Roth

Wilmot Street, New Hamburg

10.2 DS 2021-011

Lifting 1 foot reserve and open as Redford Drive

10.3 COR 2021-013

FCM Municipal Asset Management Program (MAMP)

Recommendation

THAT Report Nos. DS 2021-010, DS 2021-011 and COR 2021-013 Be approved.

11. REPORTS

11.1 Chief Administrative Officer

11.1.1 REPORT NO. 2021-02

2020 – 2021 Work Program

RECOMMENDATION

THAT the 2021 Work Program, as per the report dated March 22, 2021, submitted by the Chief Administrative Officer, be endorsed.

11.2 INFORMATION AND LEGISLATIVE SERVICES

11.2.1 REPORT NO. ILS 2021-08

Award of Contract, Request for Proposal (RFP) 2021-01

Electronic Agenda and Meeting Management Solution

RECOMMENDATION

THAT RFP 2021-01 be awarded to eSCRIBE, for the provision of electronic agenda, meeting management, and webcasting online modules and services, as per their proposal submitted on February 10, 2021, in the amount of \$34,675, plus HST.

11.3 PUBLIC WORKS AND ENGINEERING

11.3.1 REPORT NO. PW 2021-04

Automated Speed Enforcement Program – Update and

Endorsement of Additional Location

RECOMMENDATION

THAT Report 2021-04 regarding the Automated Speed Enforcement Program – update and endorsement of additional locations be received for information;

AND THAT Snyder's Road West – Sir Adam Beck Public School be endorsed as the second program location within the Region of Waterloo Program.

11.3.2 REPORT NO. PW 2021-05

Annual Surface Treatment Program – Award of Contract

RECOMMENDATION

THAT RFT 2021-05 be awarded to Cornell Construction Limited of Brantford, ON for the Annual Surface Treatment Program, as per their bid submission dated March 3, 2021, in the amount of \$286,054.00, plus HST.

11.3.3 REPORT NO. PW 2021-06

Mornington Communications – Municipal Access Agreement**RECOMMENDATION**

THAT Report 2021-06 be received for information;

AND THAT the Mayor and Clerk be authorized to enter into a Municipal Access Agreement (MAA) with Mornington Communications Co-operative Ltd.

11.3.4 REPORT NO. PW 2021-07**Co-operative Contract - Pavement Markings****RECOMMENDATION**

THAT Council approve participation in the co-operative tender with the Grand River Co-operative Purchasing Group (GRCPG) for supply and placement of Pavement Markings by Guild Electric Limited for a term of one (1) year, from April 1, 2021 to December 31, 2021.

11.4 DEVELOPMENT SERVICES**11.4.1 REPORT DS 2021-007**

**Zone Change Application 07/20
Caiden-Keller Homes Inc. /
Dryden, Smith & Head Planning Consultants
Part of Lot 27-28, Plan 532A
18 Hincks Street, New Hamburg**

RECOMMENDATION

THAT Council approve Zone Change Application 07/20 made by Caiden-Keller Homes Inc. / Dryden, Smith & Head Planning Consultants, affecting Part of Lots 27 and 28, Plan 53A, to:

1. To reduce the front yard setback and rear yard setback for the semi-detached dwelling from 7.6m and 7.5m to 4.5m and 4.77m respectively,
2. To reduce the lot area required for a lot containing a semi-detached dwelling from 560m² to 517.81m²,
3. To reduce the front and left side yard setback for a two storey single detached dwelling from 7.6m and 2.0m to 6.0m and 1.2m respectively,
4. To reduce the lot area for a single detached dwelling from 500m² to 428.85m², and
5. To reduce the lot frontage and width for a single detached dwelling from 12m and 15m to 11.26m.

Registered Delegation

1. Ceri Nelmes
2. Craig Nichols and Cindy Moser
3. Sam Head, Dryden Smith and Head

11.4.2 REPORT NO. DS 2021-012**Street Names****Wilmot Employment Lands****RECOMMENDATION**

THAT Council endorse the use of the following street names for the Wilmot Employment Lands:

Street One – Howie Meeker Boulevard

Street Two – Vernon Erb Drive

Street Three – Hahn Brass Way

Street Four – Kay Hall Place

12. CORRESPONDENCE**12.1 Integrity Commissioner Report Nos. IC-2020-03, IC-2020-04 and IC-2021-01****12.2 Integrity Commissioner Annual Report 2020****RECOMMENDATION**

That Correspondence Item Nos. 12.1 and 12.2 be received for information.

13. BY-LAWS

13.1 By-law No. 2021-15 ZCA 07/20 – 18 Hincks St

13.2 By-law No. 2021-16 ZCA 03/21 – 73 Hincks St

13.3 By-law No. 2021-17 ZCA 04/21 – Wilmot St

RECOMMENDATION

THAT By-law Nos. 2021-15, 2021-16 and 2021-17 be introduced, read a first, second and third time and finally passed in Open Council.

14. NOTICE OF MOTIONS

15. ANNOUNCEMENTS

16. BUSINESS ARISING FROM CLOSED SESSION

17. CONFIRMATORY BY-LAW

17.1 By-law No. 2021-18

RECOMMENDATION

THAT By-law No. 2021-18 to Confirm the Proceedings of Council at its Meeting held on March 1, 2021 be introduced, read a first, second, and third time and finally passed in Open Council.

18. ADJOURNMENT

RECOMMENDATION

THAT we do now adjourn to meet again at the call of the Mayor.



TOWNSHIP OF WILMOT

Council Meeting Minutes

Monday, March 1, 2021

Council Meeting

Electronic Online Participation

7:00 P.M.

Members Present: Mayor L. Armstrong, Councillors A. Hallman, C. Gordijk, B. Fisher, J. Gerber and J. Pfenning

Staff Present: Chief Administrative Officer G. Whittington, Director of Information and Legislative Services D. Mittelholtz, Director of Public Works J. Molenhuis, Director of Parks, Facilities and Recreation S. Jackson, Director of Development Services H. O'Krafka, Director of Corporate Services / Treasurer P. Kelly, Fire Chief R. Leeson, Director / Curator Castle Kilbride T. Loch, Manager of Information and Legislative Services / Deputy Clerk T. Murray, Manager of Planning / EDO A. Martin

1. MOTION TO CONVENE INTO CLOSED SESSION

Resolution No. 2021-39

Moved by: Councillor J. Pfenning Seconded by: Councillor C. Gordijk

THAT a Closed Meeting of Council be held on Monday, March 1, 2021 at 6:00 p.m. in accordance with Section 239(2), (c) for the purposes of:

(c) a proposed or pending acquisition of land by the municipality.

CARRIED.

2. MOTION TO RECONVENE IN OPEN SESSION

Resolution No. 2021-40

Moved by: Councillor C. Gordijk

Seconded by: Councillor B. Fisher

THAT Council reconvene in open session.

CARRIED.

3. MOMENT OF SILENCE

4. LAND ACKNOWLEDGEMENT

4.1 Councillor J. Pfenning read the Land Acknowledgement.

5. ADDITIONS TO THE AGENDA

**6. DISCLOSURE OF PECUNIARY INTEREST UNDER THE MUNICIPAL
CONFLICT OF INTEREST ACT**

6.1 Councillor C. Gordijk advised that although there are no decisions being made at this meeting relative to the Hallman Pit, she restated her conflict of interest and advised she would not be taking part in any conversations on the topic.

7. MINUTES OF PREVIOUS MEETINGS

7.1 Council Meetings Minutes Monday February 22, 2021

Resolution No. 2021-41

Moved by: Councillor C. Gordijk

Seconded by: Councillor J. Gerber

THAT the minutes of the following meetings be adopted as presented:

Special Council Meeting February 22, 2021 and Regular Council Meeting February 22, 2021.

CARRIED.

8. PUBLIC MEETINGS

9. PRESENTATIONS/DELEGATIONS

The following persons appeared as delegations in relation to the proposed Hallman Pit. Prepared statements and / or presentations are attached as noted.

9.1 Mr. John Coulter, Appendix A

- 9.2** Mr. Franco DiGiovani, Appendix B
- 9.3** Ms. Patricia Chevalier, Appendix C
- 9.4** Ms. Ann Dupej, Appendix D
- 9.5** Ms. Stephanie Goertz appeared as a delegation in relation to the Hallman Pit. Ms. Goertz noted the increase in traffic in her neighbourhood, noting that the addition of sidewalks has made the community more walkable and the traffic increase has created health and safety concerns.
- 9.6** Ms. Linda Laepple, Appendix E
- 9.7** Ms. Rachel Rennie, Appendix F
- 9.8** Mr. Lavern Forwell appeared as a delegation in relation to the Hallman Pit. Mr. Forwell expressed his concerns with the proposed pit and potential impacts on quality of life, through potential increased noise and air pollution and the impacts on private well water. Mr. Forwell responded to questions from Council that the other pits in the area do cause noise problems. Mr. Forwell referenced photographs he provided to Council that are attached as Appendix G.
- 9.9** Ms. Christina Harnack, Appendix H
- 9.10** Mr. Kelvin Wood appeared as a delegation in relation to the Hallman Pit. Mr. Wood expressed his concerns over the proposed pit and his concerns over the change of the load restrictions on Witmer Road and the ground water protection area.
- It was confirmed by Council that they have received all data that has been provided and asked Mr. Wood to share any information that he has regarding the history proposed pit. It was also confirmed that the proposed pit has not been pre-approved at this stage.
- 9.11** Mr. David Bricker appeared as a delegation in relation to the Hallman Pit. Mr. Bricker expressed his concerns over the proposed pit and the impacts of the trucks, noise and dust.
- 9.12** Ms. Samantha Lernout, Appendix I

Council expressed interest in the studies referenced by Mr. DiGiovani and Mr. Wood that include data to support the findings presented. Mr. DiGiovani and Mr. Wood were requested to forward the studies to the Director of Information and Legislative Services for distribution.

10. CONSENT AGENDA

11. REPORTS

11.1 Parks, Facilities and Recreation Services

11.1.1 REPORT NO. PFRS 2021-03

**RFP Award HVAC Systems Engineering Consultation and
Design Administration Building**

Resolution No. 2021-42

Moved by: Councillor A. Hallman Seconded by: Councillor J. Gerber

THAT RFP 2021-007 be awarded to BMI Engineering Inc., for engineering consultation, HVAC equipment design, and project supervision, for the Wilmot Administration Complex, as per their proposal dated February 24, 2021, in the amount of \$28,250 including HST.

CARRIED.

The Director of Parks, Facilities and Recreation Services outlined the report.

12. CORRESPONDENCE

13. BY-LAWS

**13.1 By-law No. 2021-14 Execution of an Agreement with BMI
Engineering Inc.**

Resolution No. 2021-43

Moved by: Councillor B. Fisher Seconded by: Councillor J. Pfenning

THAT By-law No. 2021-14 be read a first, second and third time and finally passed in Open Council.

CARRIED.

14. NOTICE OF MOTIONS

15. ANNOUNCEMENTS

15.1 Councillor A. Hallman advised that the Legion and the New Hamburg Firebirds are holding a joint fundraising raffle and she has tickets available.

15.2 Councillor A. Hallman advised that on March 20th she is hosting an Eggstravaganza and the Easter Bunny will be in New Dundee for the children to visit.

15.3 Councillor A. Hallman noted that today is Black Mental Health day and encouraged the continuation of combatting racism, and she shared a video of a poem from a local student.

15.4 Councillor B. Fisher advised that the Baden Dental Clinic owners, Rick and Nancy have announced their retirement and they have sold the business to Dr. Mike Farhadian, he wished them a happy retirement and welcomed Dr. Farhadian to Baden.

16. BUSINESS ARISING FROM CLOSED SESSION

17. CONFIRMATORY BY-LAW

17.1 By-law No. 2021-13

Resolution No. 2021-44

Moved by: Councillor J. Pfenning

Seconded by: Councillor C. Gordijk

THAT By-law No. 2021-13 to Confirm the Proceedings of Council at its Meeting held on March 1, 2021 be introduced, read a first, second, and third time and finally passed in Open Council.

CARRIED.

18. ADJOURNMENT (9:11PM)

Resolution No. 2021-45

Moved by: Councillor J. Gerber

Seconded by Councillor A. Hallman

THAT we do now adjourn to meet again at the call of the Mayor.

"Predictable worst case noise impact" (quoted from NPC 300)

means the noise impact associated with a planned and predictable mode of operation for stationary source(s), during the hour when the noise emissions from the stationary source(s) have the greatest impact at a point of reception, relative to the applicable limit. The acoustic assessment of stationary source noise impacts at a point of reception must address the predictable worst case noise impact.

The greatest noise impact at a point of reception may not occur when the noise emissions from the stationary source(s) are highest, since the applicable limit (the higher of either background sound level or exclusion limit) may vary throughout the operating time.

The predictable worst case noise impact addresses the following activities:

Regular, routine operation of equipment Operations of equipment are included in the predictable worst case scenario.

Infrequent operation of equipment Operations of equipment (stationary sources) that occur at least twice a month and emit noise for at least one half hour on each occasion are considered planned and predictable even if they are not occurring at precisely the same time on each occurrence, and are included in the predictable worst case scenario.

Operation of emergency equipment Activities related to the operation or testing of equipment used for emergency purposes, but in non-emergency situations, are addressed using separate sound level limits, described in Section B7.3 and Section C4.5.3.

Land Use Compatibility Assessments – air assessments – Halman Pit

Franco DiGiovanni, PhD LEL
Senior Project Manager – DiGiSci Environmental

Franco.digiovanni@digiscienvironmental.com
+1-905-467-4669

Dr Franco DiGiovanni LEL

Senior Project Manager

DiGiSci Environmental Consulting Inc.

- ▶ BSc(HONS) Geology – Royal School of Mines, Imperial College, UK
- ▶ PhD – Physical Geography – Dispersion Modelling – University of Hull, UK
- ▶ Post Doctorate – University of Guelph
- ▶ NSERC Visiting Scientist to a Canadian Government Laboratory – Environment Canada
- ▶ Lead Scientist in DiGiovanni Scientific Consulting
- ▶ Senior Air Quality Modeller at Airzone One Inc.
- ▶ Senior Project Manager with Hemmera EnviroChem Inc.
- ▶ Senior Project Manager with DiGiSci Environmental Consulting Inc.



Land Use Compatibility



Photo Credit: Ivan Wong Rodenas of Flickr

- Meant to ensure different land uses do not cause each other environmental problems
- Enshrined in PPS (p. 1.2.6.1)

Land Use Compatibility PPS (2020, p. 1.2.6.1)

“Major facilities and sensitive land uses shall be planned and developed to avoid, or if avoidance is not possible, minimize and mitigate any potential adverse effects from odour, noise and other contaminants, minimize risk to public health and safety, and to ensure the long-term operational and economic viability of major facilities in accordance with provincial guidelines, standards and procedures.”

- *adverse effects* = EPA definition

Adverse effects and Air Quality

- ❑ Requires an air impact assessment
- ❑ Impact assessment should include cumulative effects





www.digiscienviromental.com

- ▶ Franco DiGiovanni, PhD LEL
- ▶ Senior Project Manager, DiGiSci Environmental Consulting Inc.
- ▶ Franco.digiovanni@digiscienviromental.com
- ▶ +1-905-467-4669



The Danger of Fine Particulate Matter to Our Community

IMPACT OF THE HALLMAN PIT

Preconsultation Meeting Notes for the Hallman Pit Application

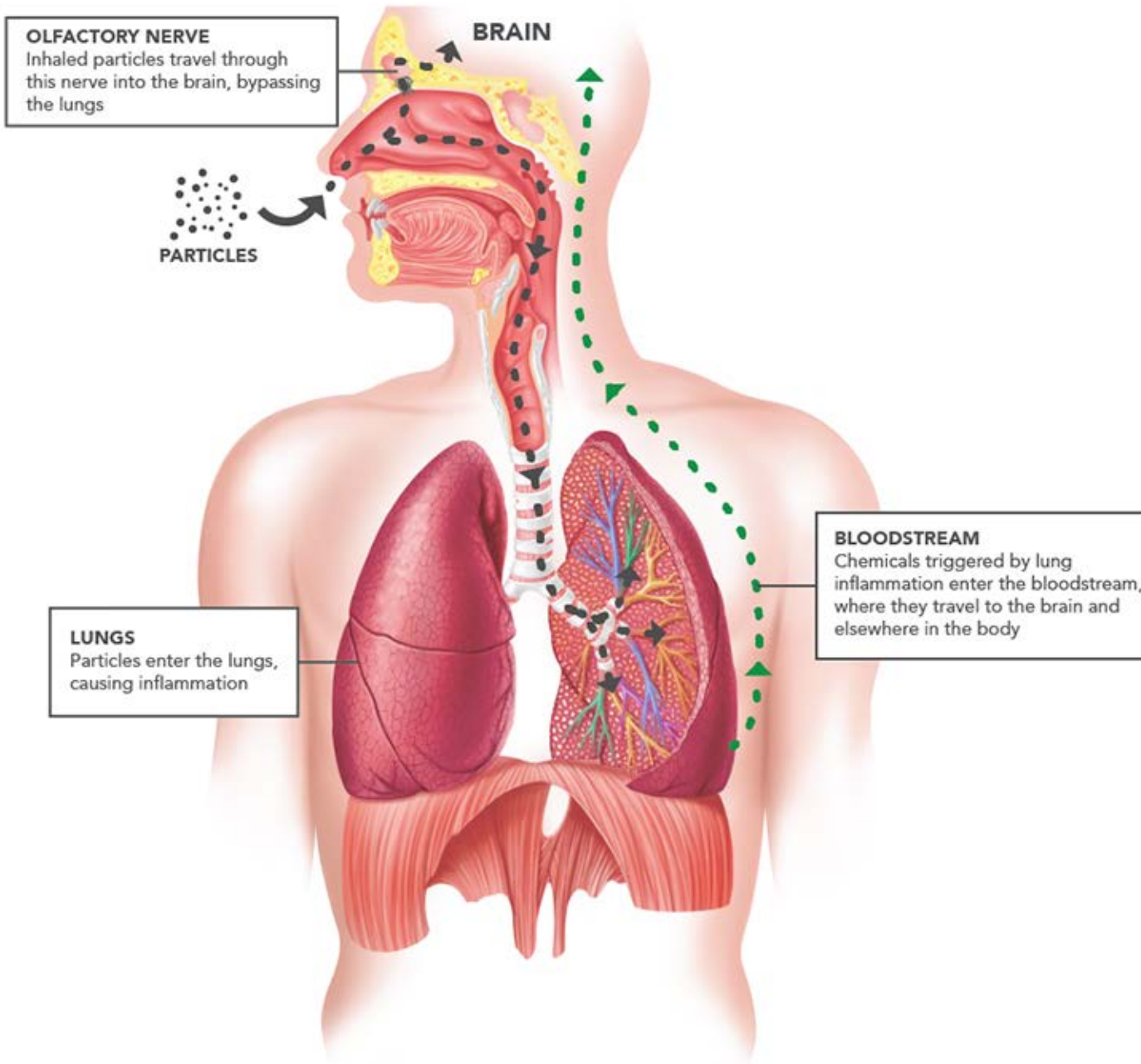
- ▶ “Mr. Martin asked about whether a dust study is being done or not. He indicated that the residents of Shingletown are fairly close to the site and that a dust study may be prudent. Mr. Sisco noted that berms and setbacks will be provided and that a dust study is typically not required through the ARA.”
- ▶ No further discussion is noted on the topic

Diesel Emissions

- ▶ Contain toxic fine particulate matter – smaller than a red blood cell
- ▶ Diesel emissions enter your homes then your body
- ▶ Large diesel trucks on regional roads will increase
- ▶ Load of diesel emissions along haul routes will increase
- ▶ Inhaled fine particulate matter will increase

The International Agency for Research on Cancer (IARC) – Health Impact of Diesel Emission (part of the WHO)

- ▶ Diesel engine exhaust is “carcinogenic to humans”
- ▶ Diesel exhaust linked to lung cancer & bladder cancer



Current Information about Air Pollution 2021

Environmental Research Journal

- ▶ 1 in 5 premature deaths can be attributed to air pollution from Fossil Fuels
- ▶ Researchers used a new way of measuring pollution that allowed the separation of fossil fuels from other air pollution

Lancet Planetary Health

December 2020 (used data from U.S. & Ont)

- ▶ Impaired cognitive function
- ▶ Accelerated cognitive decline
- ▶ Parkinson's disease
- ▶ Alzheimer's disease
- ▶ Dementia

Global Burden of Disease, Injuries and Risk Factors Study 2016

Between 1990 & 2016

- ▶ Prevalence of Parkinson's disease increased by 145%
- ▶ Alzheimer's disease and related dementias have increased by 117%
- ▶ In around 25 years these neurodegenerative diseases have more than doubled

Shingletown Residents

- ▶ Wind will blow fugitive dust & particles matter towards Shingletown
- ▶ Fine particulate matter can travel for miles
- ▶ Residents outside of Shingletown will suffer
- ▶ Berms will not stop this

Witmer Road Residents

- ▶ One or more diesel trucks every two minutes
- ▶ Trucks idle waiting for the pit to open
- ▶ High humidity traps diesel emission
- ▶ Wind blows diesel emission



March 1, 2021 Council Presentation

Submitted by:

Ann Dupej

2122 Bleams Road, Petersburg ON N0B 2H0

Shingletown

I have enjoyed living in Wilmot township in the rural community of Shingletown for almost 40 years and now I am dismayed over this potential gravel pit.

Tonight I am addressing my concerns about the harmful impacts of the noise pollution that this pit will generate.

Gravel pit operations cause a tremendous amount of noise pollution. "Sensitive receptors" the noise feasibility study refers to are the people that be will be subjected to this noise. Noise from construction and excavation equipment, noise from crushing equipment, noise from trucking. From the noise feasibility study provided by the developer: Noise that will last all day, 11 hours Monday to Friday and 12 hours including "shipping" which I take to mean trucks, and 4 hours on Saturday and 6 hours including "shipping" which I take to mean trucks from 6 in the morning. But guidelines apparently do not apply to the sound produced by road trucks on public roads so I guess we just have to live with it or should I say get sick with it. According to the Construction Equipment Noise Levels and Ranges Handbooks, dump trucks from 50 feet away produce an average of 76 dB, 8 times above the 45 safe range. (Every 10 dB, the sound is 2times as loud.) Many homes are way less than 50 feet away from roads. And what about the noise these trucks generate in and out of the pit which can be up to 100dB at source?

The increased number of trucks alone will create a substantial negative impact and not just for noise. According to the feasibility study, "The peak number of trucks to arrive and depart in a typical busy hour is 34." I believe it's more than that, but even that means every hour there will be 34 (that's more than 1 every 2 minutes) more loud, diesel fume emitting dump trucks on our roads. How can that not have an impact?

Finding highly credible sources all of which detail negative health impacts of environmental noise pollution is easy. I'm only barely scratching the surface with what I am sharing with you.

Here's the common thread of all this research:

Long term exposure to sounds that are not loud enough for us to give them a second thought can cause permanent damage to the hearing brain. Physical hearing can be fine but neural connections in the brain are compromised. From the Scientific American Journal, "Even a modest level of noise over a long period of time can cause damage to brain networks that extract meaning from sound. Most of us don't even realize our brains are being blunted and our thinking impeded by this invisible force." Constant low-level meaningless noise chips away at the brain's ability to make sense of meaningful sounds and may hasten cognitive decline (dementia) in old age.

Health Canada defines noise as unwanted sound and depending on the sound level and exposure it can cause annoyance, interference with communication, disturbance of rest, sleep or concentration, and may cause sufficient stress to risk developing stress-related illness. Have you not experience annoyance noise in the background of a conversation, it doesn't have to be loud to distract and cause irritability and blood pressure to rise. In the case of the gravel pit, constant exposure to truck traffic noise and production equipment noise produces a higher, long-lasting, cant-make- it stop annoyance level. Science warns us that there is an association between acute and chronic environmental noise and health impacts that include cardiovascular disease, cognitive impairment, sleep disturbance, mental health and a negative impact on behaviour in children.

The WHO in the Children's Health and the Environment section has Training for Health Care Providers that includes the adverse health effects of noise on children. That this topic is even included should be a flag to us. They conclude that children may be even more susceptible to noise effects which could lead to lifelong impairment of learning and education. Please note that this about constant environmental noise, not the going to a loud concert once in a while noise, the kind of constant environmental noise this gravel pit is going to generate. Long term exposure has adverse effects on physical health, psychological health and on cognition.

Toronto Public Health has also concluded that excessive environmental noise impacts quality of life and causes hearing loss and has cardiovascular effects, cognitive effects and mental health effects as well as sleep disturbance. In a 2016 study in Toronto the environmental noise was described as mostly car traffic and in our case the traffic will be gravel truck traffic, significantly louder than cars. Newer evidence confirmed that the previous benchmark levels for outdoors noise levels still cause health impacts.

Results of a study done in Stockholm Sweden suggest an association between exposure to traffic noise and hypertension which means road traffic may be a risk factor for cardiovascular health. That's just car traffic, not including pit equipment generated noise.

Our own Ministry of the Environment concedes that noise is a biological stressor, one of the determinants of health. Maintaining a quality outdoor noise environment will promote a more healthy lifestyle and reduce the risk of chronic disease and result in a healthier community.

Also let's not forget that the noise pollution from this gravel pit will not be the only noise pollution already present in our environment. A cumulative effect of all areas of concern has never been addressed. Common sense tells us that when there will be additional noise generated, the health impacts to our community will increase.

These highly credible sources with new bodies of research are warning us of the impending harm of environmental noise to healthy individuals. There is a significant harmful impact of noise that falls within allowable limits, noise that is consistent, noise that is annoying, noise that is distracting, noise that endangers our health. We can not simply dismiss this. Once we know, we have a responsibility to act. "We know better so we do better". Please stand up and protect me, my family, my community, my Wilmot. That's why I voted for you. Don't allow one more gravel pit that will bring harm to our community.

It's not just about lowering the noise level. The U.S. Center for Disease Control and Prevention states: "The effect of lower noise levels over long periods of time is the same as louder noise levels over a shorter period."

In the end, only you, council, will be held responsible for what the future holds for us all in Wilmot, our children and our grandchildren. Just because you have a right to do something, does not make it the right thing to do. I hope Council will do the right thing for us all.

The Scientific American Journal states: "If possible, choose where you live wisely, based on noise levels." That is what we did here in Wilmot and we want to continue to enjoy that healthy lifestyle. It's up to you, Council, if we do, or if we don't.

Wilmot Council presentation March 1st 2021

Thank you for allowing me to speak today on the shortcomings of the original studies prepared for the Hallman pit application.

I am Linda Laepple and we farm across the road from the proposed Hallman pit site.

I am here to speak not only on my own behalf, but also on behalf of those older local residents who are not comfortable zooming but who have witnessed and told me about some of the environmental crimes that have happened at this proposed aggregate extraction site while it was operating as a showcase feedlot, probably the largest in Ontario.

And I am here speaking on behalf of those citizens of Baden and New Hamburg and the KW area who trust me to keep their drinking water clean since I farm next to the Region's wells.

And I take this opportunity to give voice to all the consumers I grow certified organic food for. This is a multicultural community with roots around the globe. Some drive from Hamilton and Toronto and trust me that I provide them with clean food but wonder and ask me when they see the signs to stop a gravel pit.

Yes the threats are as simple as airborne dust loaded with agrichemicals at different stages of decay blowing over my fields of green peas, potatoes and specialty crops grown on my property.

The proposed site is no ordinary piece of real estate. At this location it is not only important to study what impact a gravel pit would have on future agricultural activities. No it is even more important to assess the impact of digging up the legacy of past farming activities.

There is paper, there are words and there is reality.

Papers get filed, words get forgotten but reality we hear, we breathe, we eat and we drink.

Reality is; wind carries noise, dust and smell. On my farm we predict the weather by the smell of donuts and bagels coming from the food recycling place 3 and half km away. That smell means east wind and rain coming.

So. Baden is 4 km from the proposed pit and therefore under certain wind conditions, the entire population of Baden could be exposed to dust stirred up in the pit and people, looking for fresh air when walking the Baden hill trail, for sure will be exposed.

The air carries noise; my residence is exactly 2.5 km from the entrance to the 1922 Wittmer road property. When in spring 2019 or 2020 no sure, over a weeks' time, hundreds of trucks arrived at that site to unload topsoil to cover some of the old farmyard, we were woken up in the early mornings by the sound of the constant peep, peep, peep.

So imagine if you are living in one of the homes that are much closer and being exposed to such noise most of the year.

Reality is; that the Risks, when going ahead with this gravel pit, are assessed based on incomplete information.

But. Had those studies, and I mainly looked into the Agricultural and hydrological studies, not selectively left out information along with clear errors describing some observations and if peer reviews had made connections between the studies, it would have come to light that washing gravel at this site is like washing the stuff in your cats litterbox and offering this wash- water your kids to drink.

If facts had been note more correctly in the recent studies, the Region would have never concluded gravel extraction and washing at a contaminated site, a brown field near the public wells, are an acceptable risk.

Looking at these facts, the Township needs more time and therefore an interim control bylaw should be considered

We are all counting on our representatives on Wilmot council to draw a line on what is acceptable to the health and welfare of the residents of this Township,

Briefly two examples of information left out in the studies to demonstrate the risks resulting from it.

We all know fuel storage and water wells don't mix and there is a legal requirement to distance one from another.

The hydrological study shows 7 wells on or near the feedlot site on Wittmer road, with the deepest near the entrance road. But the reports fails to make note of the exact location, nor the condition or water quality found in it today.

Monitoring well #5 located near the roadway going passed the former cattle yard was noted for reading over the max nitrate levels along with almost all other chemistry readings elevated compared to the other 4 monitoring wells.

So once the project is approved, first thing needed is fuel.

In reality, and since no one knows, nothing would prevent a fueling station being placed right on top of an open well on just a concrete pad. (Subject to theft and vandalism.)

Issue 2: The agricultural study claimed there was no investments found like irrigation or land forming. Yet in the hydrological study one of the deepest wells was marked irrigation.

In reality, this well, rated 600 Gallon a minute, was used to flush liquid manure thru an extensive piping system thru out the property and across the road. Some of that investment can still been seen but was not mentioned.

The agricultural study claimed no land forming had taken place.

In reality a bermd area covering about 2,5 acres, was used as a manure lagoon for many years to let liquid manure from 5000 head of feeder cattle settle and seep into the ground with the solids left on top when the site was abandoned.

(This land forming and deposit of massive amounts of manure on top of a former pond, resulted in the removal of a wetland from the updated maps.) Save this info for later, not relevant for noise and dust)

The rest of the material, what didn't seep into the ground, was then distributed partly over what we call today the Nitrate contribution area of the Shingltown well field. Possibly thousands of liters of veterinary medication got over the years, deposited in those hills along with other AG chemicals.

DDT banned in 1972 has an afterlife of 50 years. Atrazine banned in Europe for good reasons since 2003 is still routinely applied as a herbicide by farmers here today, despite Health Canadas knowledge of it's adverse health effects and damage to groundwater.

So dust kicked up at this site potentially contains a brew of animal drugs and agrichemicals and will blow onto my crops that are being distributed in health food stores across Ontario.

The good thing is:

Nature, over time, has it's way to forgive and deal with pollution. **Please don't disturb the process.** Don't dig up nature's filters, shake them out and serve them for dinner.

Rezoning this site to aggregate is a license to allow another Walkerton to happen, but on a grand scale.

Thank you for letting me share just a few facts about this litterbox farm.

Rachel and Matt Rennie

2094 Bleams Rd

Thank you, Mayor and councillors, for taking the time to listen to the ongoing concerns tonight. Your time is greatly appreciated. My name is Rachel Rennie - I moved to Shingletown 5 years ago and was drawn in by the wonderful community and beautiful landscape. I am a wife to Matt, a mom to Paisley who is 5 and Nash who is 4. We also recently added a puppy to our family. As you can see in this picture the field just a few hundred meters behind us is the proposed home for the Hallman Gravel Pit.

This evening, I will be speaking on concerns I have regarding dust and emissions from the proposed gravel pit. As I read through my PowerPoint, I urge members of the council to put yourself in our shoes for a moment. Please think to yourself "what if this was my family, what if I was raising my young children in this town". The reality of this pit has a stark outcome.

The township of Wilmot population is projected to grow by 6,700 persons in the next 10 years. As you can see from this number our township is becoming increasingly popular. In fact, Wilmot Council recently approved two new subdivision plans – attracting people to work and live in Wilmot. As indicated in the press release – this expansion will emphasize the township's commitment to preservation and enhancement of the natural environment. My question is how can you consider allowing a gravel pit in the backyards of current residents when your objective is to enhance and protect the natural environment? If you cannot protect the residents you already have, how can you protect the ones to come?

Silica is a mineral made up of silicon and oxygen the most common form is crystalline silica. Found in almost every type of rock naturally. Silica in this form is essentially harmless as it is undisturbed. Much like asbestos, Silica becomes harmful and life threatening when it is disrupted by gravel

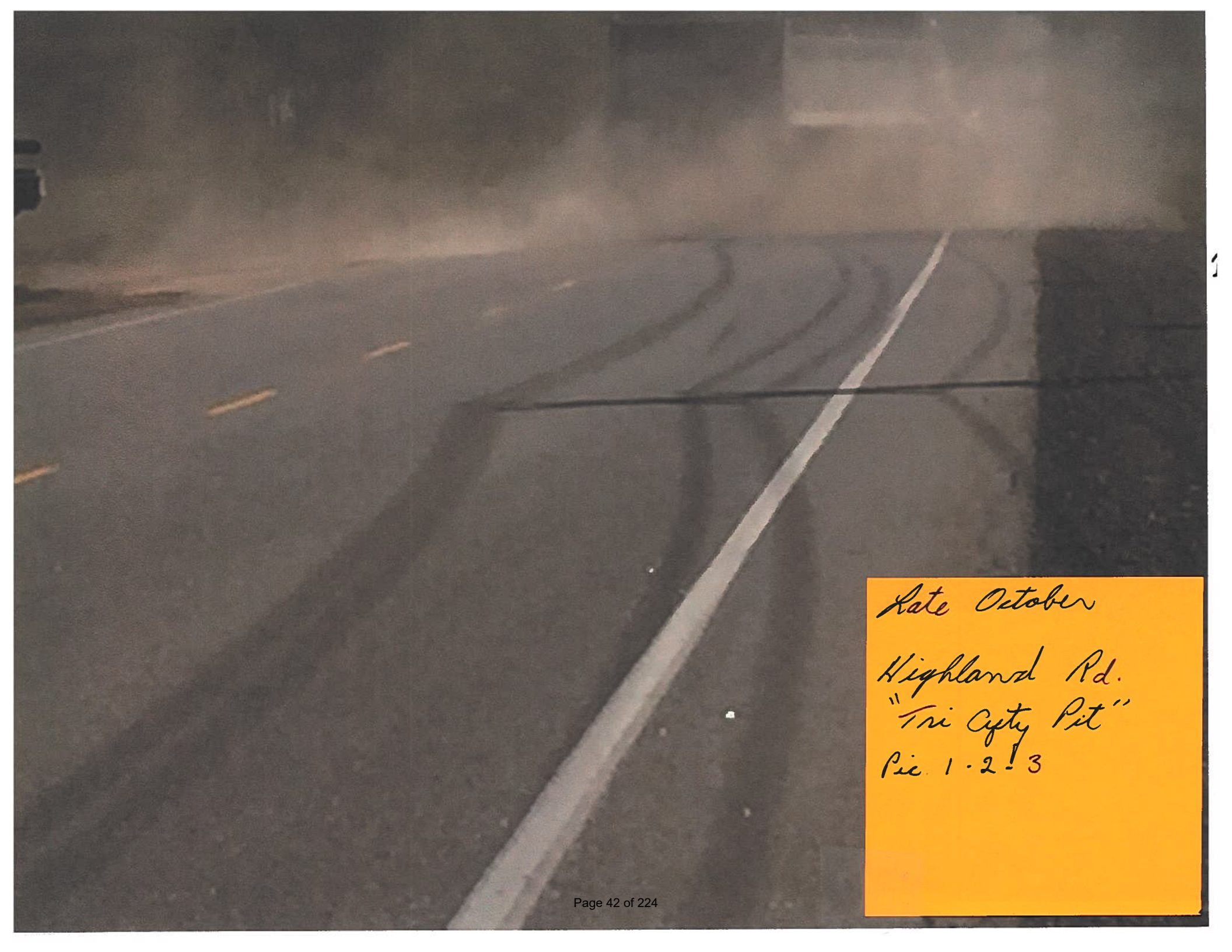
extraction as it becomes airborne. This airborne particle is classified as a chemical agent and is a regulated substance. According to Ontario's Occupational Health and Safety Act the agent requires any employee to have direct protection when dealing with the substance. If this is such a regulated substance consideration MUST be given to citizens living around gravel pit operations who will be exposed to elevated levels of silica. Several eye-opening studies prove the major health effects that arise from breathing in dust from these operations. These airborne particles can stay in the air and on surfaces for days and weeks. Over time, exposure has been proven to cause forms of cancers, COPD, autoimmune diseases and increasing susceptibility to infections. So, I am asking you – where are the dust studies? How will you monitor and mitigate the risks to your residents if this gravel pit is approved?

It is no surprise that these pits use a lot of heavy equipment to operate - this equipment is powered by diesel fuel. Use of this fuel creates diesel emissions which consist of both carbon dioxide and monoxide, nitrogen oxides, sulfur, formaldehyde, benzene, and other volatile organic compounds. As such these emissions have been classified as carcinogenic. Specifically, health studies noted by the Canadian Government and supporting evidence from work published provides sufficient evidence to prove that diesel emissions are associated with increased risk to lung and bladder cancer. There is also ample evidence to show that sensitive subpopulations, such as the elderly and children are at a greater risk of adverse respiratory issues due to the exposure of diesel emissions. Short-term exposure can also irritate your eyes, nose, throat, and lungs; it can cause coughs, bronchitis, headaches, light-headedness, and nausea. So, again I am asking you - how will you reduce and mitigate the adverse health effects of breathing diesel emissions to the roughly 200 residents living within the area of the proposed gravel pit? The real answer here is that you can not. At the end of the day this is not just about a gravel pit – this is about the health and safety of human beings.

Lastly, I would like to bring to your attention some information I found within the Wilmot Township website. As I am sure you are aware Wilmot's Strategic plan was recently updated to include 5 core values – responsible governance,

community engagement, economic prosperity, environmental protection, and quality of life. A direct quote from the documentation states “As a leadership group, we are committed to holding our teams accountable in ensuring we maintain focus on the core values of Wilmot, while achieving the various goals and strategies”. So, counsel, I am holding **YOU** accountable tonight. I am urging you to stand by your strategic plan, protect your residents, protect our environment. Protect us! Please remember that this decision will set a precedent. We do not want a gravel pit in our back yard, and I am assuming you would not either.

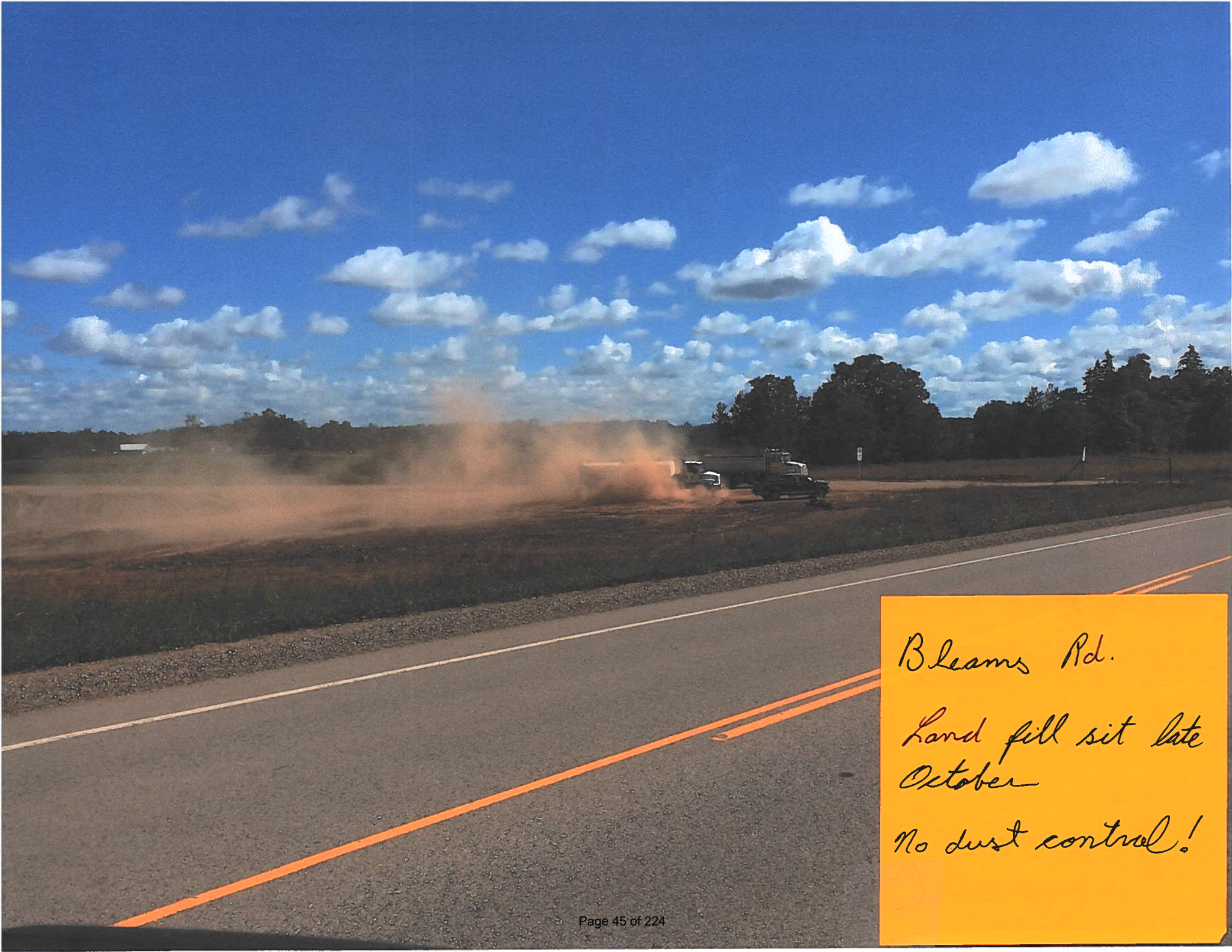
Thank you

A photograph of a road at night. A white line runs diagonally from the bottom right towards the center. To the left of this line, there are yellow dashed lines. The background is dark and blurry, suggesting a night scene. A yellow sticky note is attached to the bottom right of the photo.

Late October
Highland Rd.
"Tri City Pit"
Pic. 1-2-3







Bleams Rd.

Land fill sit late
October

No dust control!

Thank you Mayor Armstrong and councillors for allowing me to speak tonight. My name is Christina Harnack and I have lived in Shingletown for 6 years. It is important that you hear both data and the personal perspective. I am a mom of two young girls and I have concerns regarding the rezoning of the land for the proposed Hallman Pit. Tonight I will focus on the concerns I have in regards to dust as well as the precedent this will set for the rezoning of prime agricultural land in a source water protected area behind people's homes.

We are living in a pandemic where we are all too aware of the importance of health and the risks of respiratory diseases. The harm and adverse health effects caused by dust and noise are not something that can be washed away or prevented by a vaccination. We should know now, more than ever, the importance of protecting the health of the most vulnerable. Learning about the adverse health effects of dust and noise in my research has been alarming. Much of the data I wish I could unlearn because it puts into question if we can safely stay in our home with an operating gravel pit across the street.

I have protected my children from my own fears and worries but they inevitably know about the possible Gravel Pit. My oldest daughter actually sent Mr. Esbaugh a letter of objection that included two simple questions: "Will I be safe crossing the road? Will the noise from the trucks wake me up?". I was dismayed, though not surprised, by the 9 page legal jargon she received in response. I am asking Wilmot Council to do right by our children and to make this decision with the utmost care. I am not expecting Mr. Esbaugh to protect them.

If you lived in Shingletown you would know that residents used to be overwhelmed by the smell of silage from a feedlot operation. Other residents have told me they can always smell the rain coming from down the hill. On days with an east wind, we can all smell the sweet smell of bagels and donuts being recycled on the farm across from Meadow Acres more than 2km away. Many of us strategically time when we clean our windows in the spring after the pollen has fallen from the surrounding pine trees. These are anecdotes from **people** about how air moves. In this case, these **people** deserve more than just anecdotal evidence or predictions of how dust and air travels. We need to have baseline and cumulative conditions and an assessment of the impacts studied.

In a very simplistic explanation, Dust and Fine Particulate Matter is produced from the operations of a gravel pit. Fine particulate matter, 10 microns or less in diameter (PM 10) can be inhaled and is considered toxic under the Canadian Environmental Protection Act (CEPA). In this instance, evidence demonstrates that seniors and young children are the most at risk with increased exposure of PM 10. PM 10 is related to increases in cardiopulmonary disease, asthma, bronchitis, emphysema, and premature death in those with pre-existing conditions. Crystalline silica dust is common from processing sand and gravel and is a known carcinogen. Any dust report needs to include a specific analysis of crystalline silica content and dispersion. You have heard this evening examples of recent studies from medical journals that point to air pollution being the cause of neurodegenerative diseases like **Alzheimer's** and **Parkinson's**, and in premature deaths. It is not an exaggeration to say that your alarm bells should be ringing.

If you plan on approving this rezoning, there have not been adequate studies on dust and noise to ensure that mitigation measures for air pollution and PM standards will go far enough to protect the 200 citizens who live on the edge of this gravel pit. There needs to be studies that are comprehensive and that take into account the cumulative impacts. Where are the Air Impact Assessments? How have you communicated these findings to the people who will live around this proposed pit? What analysis will be completed during the operation of this proposed gravel pit to analyse the actual air pollution? If the answers to these questions are unknown and if Wilmot Council is not “prudent” to demand these studies and monitoring, the health of people like me and my children living in Wilmot will be compromised and this is not acceptable. I will be following up to ask each of you what information you have in regards to an Air Quality Assessment and it is your duty to understand this data before you move forward.

I want to share with you some examples of studies and data in regards to dust.

There are many studies that link air pollution to brain inflammation and cell damage. Connections have been researched in the area of fetal impacts leading to developmental challenges in children when the mothers were exposed to pollution; there are studies connecting exposure to air pollution to anxiety and depression in youth which is already on the rise according to SickKids. There is a frequently cited study from the US of 1400 women across the country that found

that, the more that these women were subjected to exposure to particulate matter the less white matter they had. It is important to understand that a decrease in white matter is strongly associated with dementia.

In 2017, UNICEF published a special paper on How Air Pollution Can Affect Brain Development in Young Children. “With every breath, children take in more air per unit of body weight than adults. By extension, when air is toxic, they take in more toxic air per unit of body weight than adults. Children in our community will be at risk because they live near the gravel pit and breathe and swallow its dust.”

Many experts feel that Ministry of the Environment and Climate Change allowable Particulate Matter standards do not go far enough to ensure clean safe air. If you support rezoning for the purposes of the gravel pit you are agreeing to standards that apparently have never been stringent enough and that do not take into account the recent research on resultant brain health concerns. A recent critical report “The Air We Breathe”, by David Boyd (David Suzuki Foundation) recommends more stringent legally binding Canadian air quality standards. Please be a part of protecting the air that we breathe.

As you know, in Wilmot’s Strategic plan you have identified 6 Core Values that Wilmot embraces – **health and wellbeing**, community, **legacy**, accessibility and inclusivity, forward-thinking, and **balance**.

You have an important decision before you and one that will set a precedent. This is a decision that subsequent councillors will look to and point to, not only in our Township but beyond. Are you prepared for this responsibility? In an era where reducing GreenHouse Gasses is a commitment and Climate Change is an imminent threat, how might this rezoning have irreversible consequences and what pathways are being forged for the next applications to be approved more easily and less carefully? Rezoning this prime agricultural land in a groundwater source protected area, but more importantly, on land that backs onto 50 homes, is not acceptable and should be rejected.

Just last week the Township of Wilmot Council formally recommended the approval of two subdivisions plans, referred to as the Wilmot Employment Land. The goal, as stated in the press release on February 23rd, is to attract people to

work and live in this area “to maintain a healthy tax base and ensure Wilmot remains a balanced and complete community to make Wilmot a *preferred choice* in Waterloo Region”. What a stark contrast there is between the possibility of rezoning land for a gravel pit in the backyards of *current* Wilmot residents in Shingletown to the statement of the Township’s commitment to preservation and enhancement of the natural environment for new residents. What message does this send to new residents? You have a duty to protect **current** residents who already live here.

This new development will be surrounded by farmland. What will prevent this precedent decision of rezoning to allow for aggregate extraction beside this community? Would it be acceptable to have an operating gravel pit behind WO and Sir Adam Beck? I have a hard time imagining that approval for new homes to be built within 150meters of an existing gravel pit would be permitted. The opposite should also be unimaginable. This vibrant community and countryside could very well turn into a patchwork of pits, this does not sound like a “preferred choice” for our region.

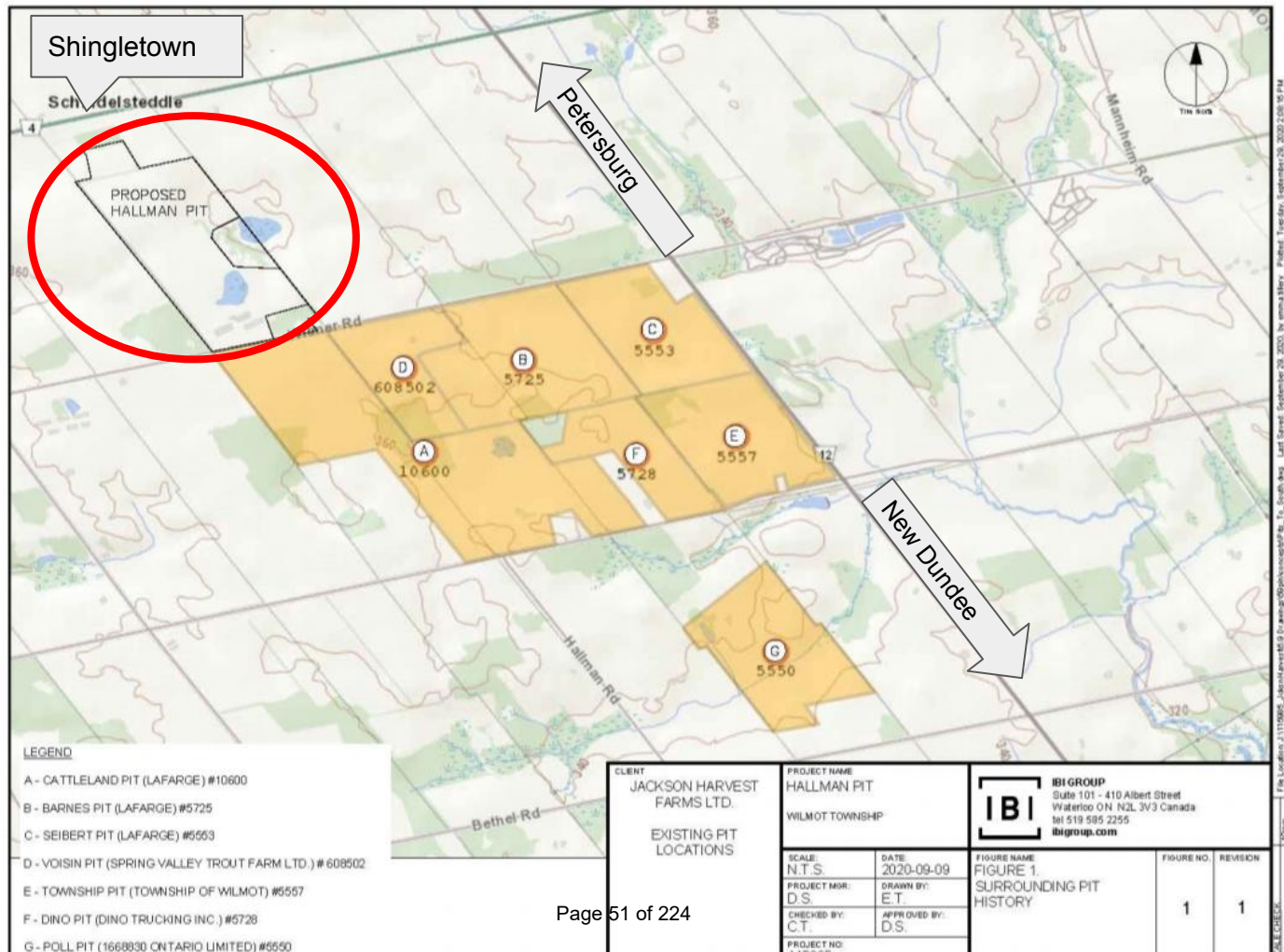
Please reflect back to Wilmot’s 6 Core values. This is a responsibility to our **health** and **wellbeing** as a community. This is a **legacy** that you will be a part of determining in protecting the health of our community from drinking water to dust & noise pollution. **Balance** cannot be putting economic ventures before the health of *people*. You are making decisions because you were elected by **us**, but your decisions are further reaching than that. This decision will impact my children and generations to come. They deserve to be protected. They deserve your utmost care and attention to do no harm. For this reason, I ask that you reject the application for the rezoning of the Hallman Pit.

In a recent Peer Reviewed article in PubMedCentral the findings indicate that it is women in leadership positions and in governmental organizations who are more likely to support efforts to improve health practices and the health of communities. I am calling on **all** of you as elected councillors and Mayor Armstrong to protect our health, our children, and our community in your decision.

Thank you.




CITIZENS FOR
SAFE
GROUND
WATER



statements made are based on expert reviews commissioned by the Region of Waterloo, Wilmot Township and Citizens for Safe Ground Water Inc., as well as the Grand River Conservation Authority, to date

POTENTIAL IMPACTS OF THE PROPOSED HALLMAN PIT




CITIZENS FOR
**SAFE
GROUND
WATER**


CUMULATIVE IMPACTS

The combined impact of all 'past, present and future' gravel pits


HEALTH IMPACTS



Increased noise levels due to truck activity, alarms and extraction




Health effects from exposure to harmful fine particulate matter (dust)




Potential for contamination of our drinking water in sensitive recharge areas

ECONOMIC IMPACTS




Traffic from dump trucks causes safety concerns and increased costs for municipalities




Loss of 200 acres of prime farmland. Financial viability of farming is decreased after land is used for aggregate extraction


ECOLOGICAL IMPACTS



Destruction and fragmentation of wetlands and habitats



Operational practices, such as aggregate washing, increase potential for groundwater contamination



Operational practices, such as fuel storage and asphalt recycling, increase risk of pollution

Agenda

1. Issues with the Hallman Pit application
 - a. Noise
 - b. Air Quality
2. Cumulative Impacts
3. Precedent for Industrial Aggregate Applications in Wilmot Township

Experts Commissioned

Purpose	Organization
Acoustic Peer Review	J.E. Coulter and Associates
Air Quality Peer Review	Di GiSci Environmental Consulting Inc.
Traffic Impacts Review	True North Safety
Conformance to the Official Plans	Ramsay Planning Inc.
Legal Representation	Canadain Environmental Law Association

- The Region and Township have also commissioned reviews

Franco DiGiovanni

- Senior Project Manager with DiGiSci Environmental consulting.
- Author of the International Standard Guideline on Air Quality Impact Assessments

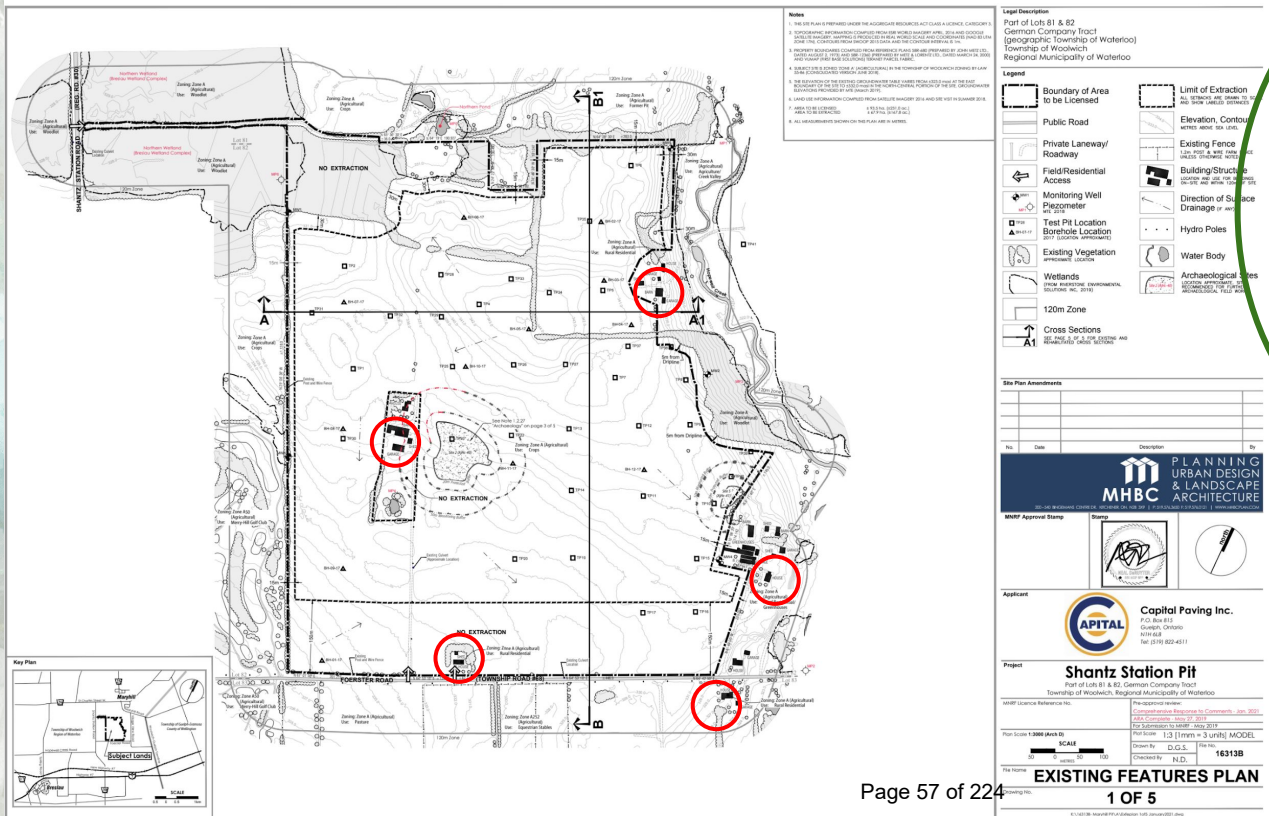


Air Quality

"Re-zoning applications under the Planning Act must conform to the Provincial Policy Statement, and especially s.1.2.6. This section requires potential adverse effects to be avoided. For air quality assessments adverse effects (e.g., harm to community health) can only be tested by accounting for pre-existing levels of air quality (imposed by current aggregate pits and other activities in the area) together with the incremental additions to air quality imposed by the proposed Hallman Pit. The resultant, cumulative air quality impacts are those that could affect the health of the community downwind of the Hallman and other pits in the area, if operating simultaneously" - Franco DiGiovani



Shantz Station Pit



- **Noise Impact Analysis** - June 2020

Air Quality Assessment

- **Air Quality Peer Review** - December 2019
- **Response to Peer Review** - February 2020
- **Region of Waterloo Response to Peer Review** - April 2020
- **Response to Peer Review** - May 2020
- **Response to Peer Review** - June 2020
- **Response to Peer Review** - August 2020



Health effects from exposure to harmful fine particulate matter (dust)

HALLMAN PIT

EXISTING CONDITIONS PLAN
SHEET 1 OF 7

NOTE: 120 m setback goes through residents properties and homes

Proposed hours of operation:

Mon 6am-7pm
Tues 6am-7pm
Wed 6am-7pm
Thurs 6am-7pm
Fri 6am-7pm
Sat 7am-5pm
Sun 7am-12pm
*night operations possible

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Why no air quality assessment?



Health effects from exposure to harmful fine particulate matter (dust)

FIGURE 2
HALLMAN PIT, JACKSON HARVEST FARMS LTD.
TOWNSHIP OF WILMOT, REGIONAL MUNICIPALITY OF WATERLOO
SCALE NTS
DATE SEPTEMBER 24, 2019
PROJECT No. 110985



IBI GROUP
101 - 410 Albert Street
Waterloo ON N2L 3V3 Canada
tel 519 585 2255
ibi@ibi.com

John. E. Coulter

- Graduate of the University of Toronto.
- Engineer with the Noise Pollution Control Section of the Ministry of Environment for a number of years -**wrote the book**
- Private consultant regarding noise pollution for over 30 years.
- President of J.E. Coulter Associates with the goal of helping with the environmental implications of noise pollution.



Summary

1. The backyards of the residences on Bleams Road north of the gravel pit have been incorrectly assumed to be located in a Class 2 area.
2. Noise monitoring at 2115 and 2183 Bleams Road showed that the ambient sound levels from the road traffic on Bleams Road were mostly 2 to 3 dB below the 50 dBA 1-Hour L_{eq} exclusion limit for a Class 2 area. The measured sound levels imply that the rear yards of the residences in the worst-case scenario are closer to Class 3 area.
3. The truck routes to/from the gravel pit and the recycling plant have not been considered in the report and no acoustical mapping for the haul routes has been provided as requested in *NPC-233*.
4. The report does not provide details about the recycling plant or an acoustic analysis and the necessary mitigation that might be required.

We trust the above will assist in your review of this project. Should there be any questions, please do not hesitate to contact the undersigned.

Yours truly,

J. E. COULTER ASSOCIATES LIMITED

John E. Coulter, B.A.Sc. P.Eng.

Brendon Colaco, B.A.Sc.



Increased noise
levels due to truck activity,
alarms and extraction

HEALTH IMPACTS



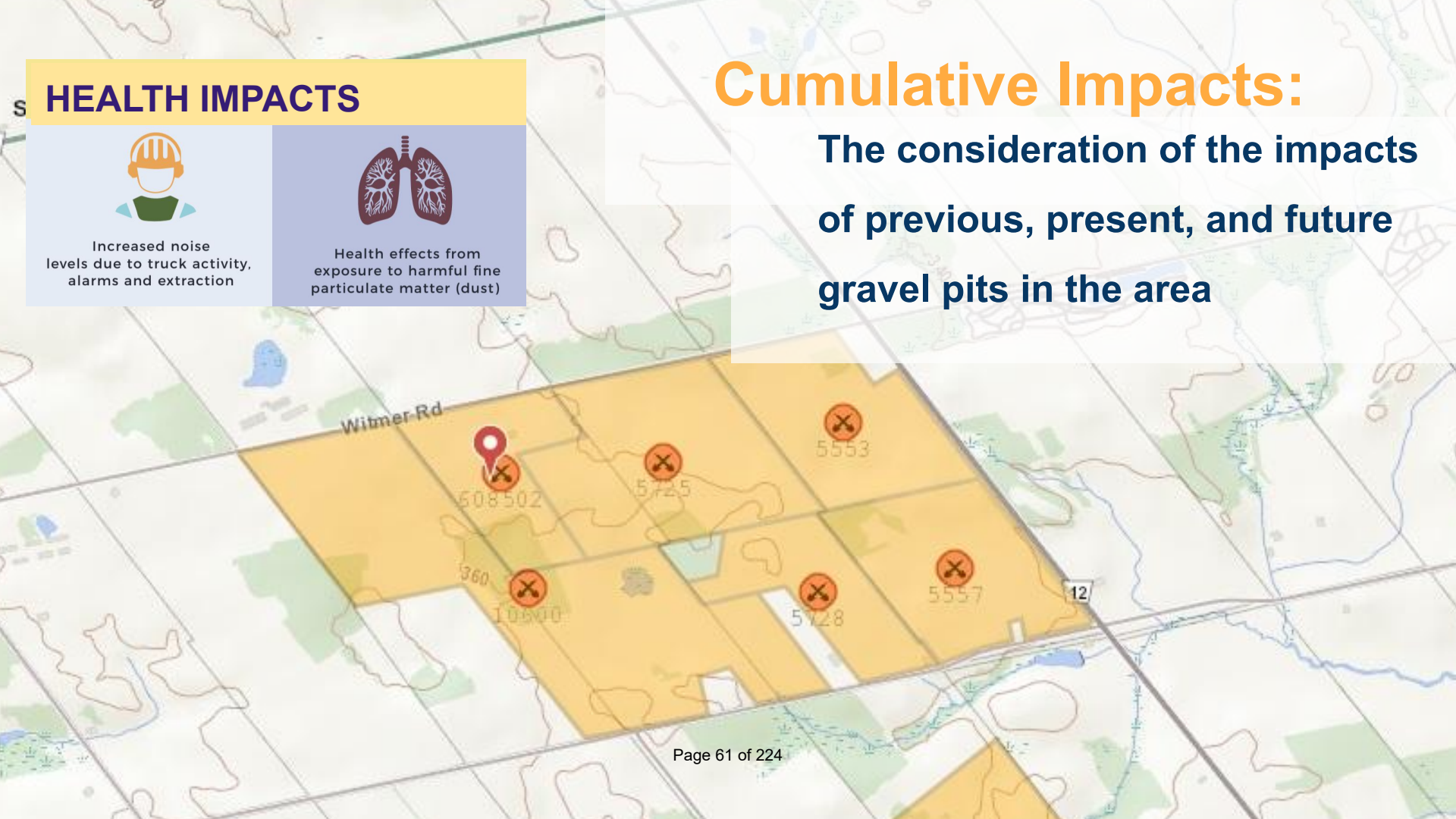
Increased noise levels due to truck activity, alarms and extraction



Health effects from exposure to harmful fine particulate matter (dust)

Cumulative Impacts:

The consideration of the impacts of previous, present, and future gravel pits in the area



Impacts NOT addressed

- The Hallman Pit sets an Unacceptable precedent

There is a need for:



1. An air quality assessment report



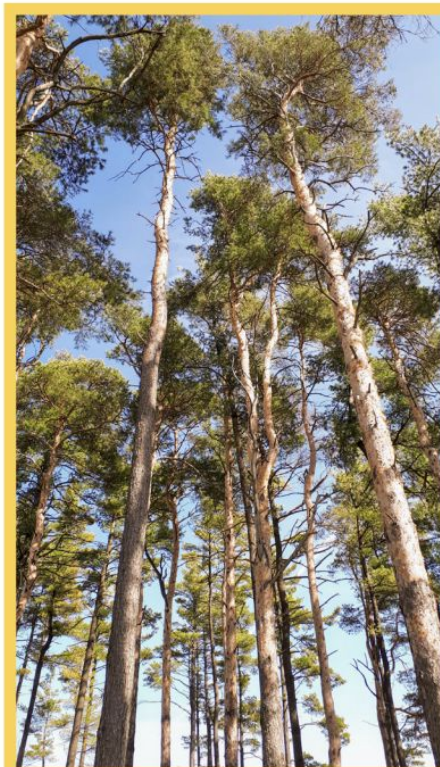
2. Correct noise standards and modelling in Shingletown



3. Attention to noise and air quality impacts along the Haul Route



4. Cumulative impacts (7.2.4.3) must be reviewed by an expert third party



Snapshots of a Township Worth Protecting

Thank You



*For more information to show
your support please contact:*

“Citizens for Safe Ground Water”
on Facebook

www.safeH2O.ca

wilmotgroundwater@gmail.com



REPORT NO: DS 2021-009

TO: COUNCIL

SUBMITTED BY: Harold O’Krafka, MCIP RPP
Director of Development Services

PREPARED BY: Andrew Martin, MCIP RPP
Manager of Planning/EDO

REVIEWED BY: Grant Whittington, CAO

DATE: March 22, 2021

SUBJECT: Zone Change Application 03/21
2232372 Ontario Inc.
73 Hincks Street, New Hamburg

RECOMMENDATION:

THAT Council approve Zone Change Application 03/21 by 2232372 Ontario Inc. to permit, as a temporary use, a take-out only restaurant on the property, subject to the following:

1. That the temporary use by-law be limited to a period of 3 years
2. That a minimum of three off-street parking spaces between the building and James Street shall be designated for patrons of the take-out restaurant only.

SUMMARY:

This application proposes to allow a take-out only restaurant associated within an existing catering and delivery food establishment on the subject property on a temporary basis for up to three years. The temporary use by-law will essentially allow the use to be evaluated over a three year period to determine whether the establishment results in any issues related to parking or traffic. At the expiry of the by-law, through an additional public process, consideration could be given to an extension of the temporary use or a permanent amendment to the zoning.

BACKGROUND:

Notice of a Public Meeting was given to property owners within 120 metres of the subject lands on February 25, 2021. The following is a summary of comments received prior to and at the Public Meeting.

Public: None

Agencies: GRCA – no comments
Region of Waterloo – no objections
WRDSB – no comments

REPORT:

73 Hincks Street is a multiple tenant commercial/industrial building located at the corner of Hincks Street and James Street. This application considers the addition of a take-out counter associated with an existing catering and delivery food establishment located within the building.

The applicant has proposed to add the use on a temporary basis (up to three years) to determine the success of the take-out component of the business in this location. The temporary use by-law also provides the opportunity to monitor the business activity and determine whether any compatibility issues arise with respect to traffic and parking.

As part of the application, the applicant has indicated they will designate a minimum of three existing spaces located along the building's frontage of James Street for use by the take-out restaurant only.

No comments or concerns were raised through circulation of the application. The temporary nature of the recommended approval provides the opportunity to evaluate any concerns that may arise once the take-out component of the business is established and ensure the use stops should the use be shown to be incompatible in this location.

ALIGNMENT WITH THE TOWNSHIP OF WILMOT STRATEGIC PLAN:

Providing opportunities for public engagement and facilitating the ability to establish a range of commercial opportunities ensures we are an engaged community with a prosperous economy.

FINANCIAL CONSIDERATIONS:

The application fees, established by the Township of Wilmot Fees and Charges By-law, were collected at the time of application.

ATTACHMENTS:

Attachment A Property location sketch

ZCA-03/21
73 Hincks Street





TOWNSHIP OF WILMOT

DEVELOPMENT SERVICES *Staff Report*

REPORT NO: DS 2021-010

TO: COUNCIL

SUBMITTED BY: Harold O’Krafka, MCIP RPP
Director of Development Services

PREPARED BY: Andrew Martin, MCIP RPP
Manager of Planning/EDO

REVIEWED BY: Grant Whittington, CAO

DATE: March 22, 2021

SUBJECT: Zone Change Application 04/21
Removal of H Symbol
Michelle Roth
Wilmot Street, New Hamburg

RECOMMENDATION:

THAT Council approve the request to remove a holding symbol made by Michelle Roth affecting Part 2, Plan 58R-20800.

SUMMARY:

Township of Wilmot Council approved Zone Change Application 01/20 in February 2020 allowing development of a residential building containing up to 4 residential units. A holding symbol was placed on the properties at that time pending completion of an Archaeological Assessment which has now been received.

BACKGROUND:

Notice of intention to pass a by-law to remove the holding symbol was given to property owners within 120 metres of the subject lands on February 25, 2021.

REPORT:

The subject property is presently vacant and located immediately north of 236 Wilmot Street. Council approved Zone Change Application 01/20 in February 2020 allowing development of a residential building containing up to 4 residential units.

As requested by the Region of Waterloo, a holding symbol was placed on the property at that time pending completion of an Archaeological Assessment. A stage 1-2 archaeological assessment report was completed and accepted by the Ministry of Heritage, Sport, Tourism, and Culture Industries. Subsequently a clearance letter was received from the Region providing no concerns with release of the holding symbol.

Removal of the holding symbol will allow the approved development to proceed.

ALIGNMENT WITH THE TOWNSHIP OF WILMOT STRATEGIC PLAN:

Zoning by-laws and holding zones are used to ensure logical and orderly development of the community, to protect our natural environment and enjoyment of quality of life.

FINANCIAL CONSIDERATIONS:

The application fees, established by the Township of Wilmot Fees and Charges By-law, were collected at the time of application.

ATTACHMENTS:

Attachment A Property location sketch

Notice of Intention to Remove Holding Zone

Subject
Property

#236

Wilmot St

Church St



REPORT NO: DS 2021-011

TO: COUNCIL

SUBMITTED BY: Harold O’Krafka, MCIP RPP
Director of Development Services

PREPARED BY: Andrew Martin, MCIP RPP
Manager of Planning/EDO

REVIEWED BY: Grant Whittington, CAO

DATE: March 22, 2021

SUBJECT: Lifting 1 foot reserve and open as Redford Drive

RECOMMENDATION:

THAT Council endorse lifting of a portion of an existing 1 foot reserve abutting Redford Drive and the preparation of a By-law to open the lands as Redford Drive.

SUMMARY:

The new owner of 1708 Snyder’s Road East has approached the Township to gain access to Redford Drive. The applicant intends to demolish the existing house on the property and construct the new home with its orientation and access to Redford Drive.

Staff have had the necessary title searches complete to determine that there are no conditions tied to the removal of the 1 foot reserve, which presently impedes legal access and frontage on Redford Drive.

BACKGROUND:

Reserve Block “C” was created through the registration of subdivision plan 1150 in 1964. Plan 1150 is the subdivision plan that created Alice Crescent, Deerfield Avenue, and Redford Drive in Petersburg. Reserve Block “C” was conveyed to the Township of Wilmot as part of that subdivision approval. Several portions of the block have been lifted and opened as part of the road since 1964. The remaining portion of the reserve abuts the property lines of 1700 and 1708 Snyder’s Road East.

REPORT:

1708 Snyder’s Road East currently gains access to Snyder’s Road East via an existing right-of-way. Recently purchasing the property, the new owner of 1708 Snyder’s Road East intends to demolish the existing buildings on the property and construct a new home oriented towards and shifting its access to Redford Drive.

Staff have had the necessary title searches complete to determine that there are no conditions tied to the removal of the 1 foot reserve, which presently impedes legal access and frontage on Redford Drive.

The portion of Reserve Block “C” that would remain should the requested portion be lifted, currently prevents legal access of 1700 Snyder’s Road East to Redford Drive. Given the industrial zoning of 1700 Snyder’s Road East, staff would suggest it would remain logical to leave the block in place to require access to the industrial property to remain from Snyder’s Road East.

Upon acceptance of this report, the owner of 1708 Snyder’s Road East will be directed to proceed with the completion of a Reference Plan for the portion of the block to be opened as Redford Drive. Staff will then return to Council with the necessary By-law to implement the lifting of the reserve.

ALIGNMENT WITH THE TOWNSHIP OF WILMOT STRATEGIC PLAN:

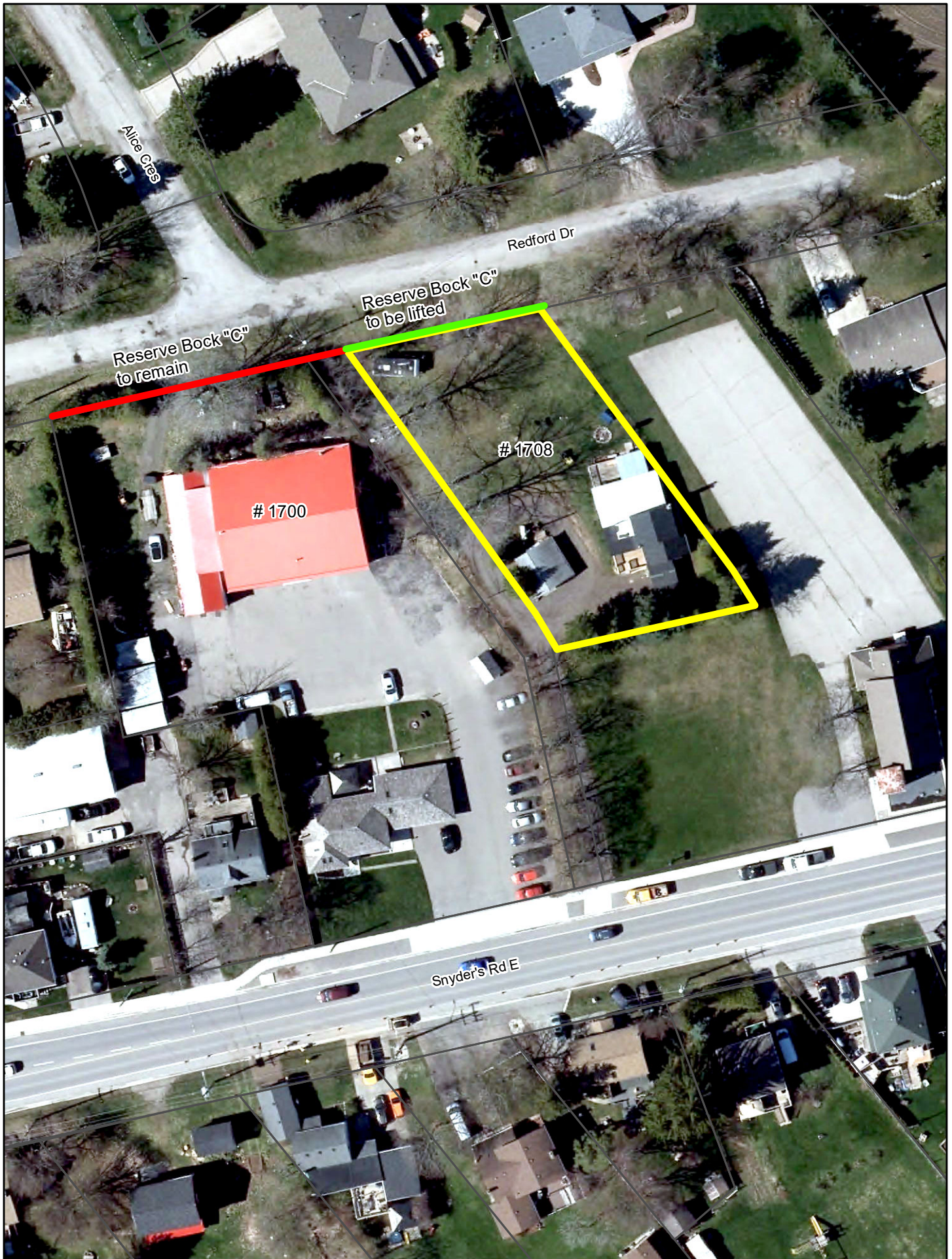
Opening reserve blocks ensure logical and orderly development of the community.

FINANCIAL CONSIDERATIONS:

The application fees, established by the Township of Wilmot Fees and Charges By-law, were collected at the time of application. All legal and survey costs associated with review, preparation and registration of the By-law will be borne by the applicant.

ATTACHMENTS:

Attachment A Property location sketch





REPORT NO: COR 2021-013

TO: Council

SUBMITTED BY: Patrick Kelly CPA, CMA, Director of Finance / Treasurer

PREPARED BY: Leslie Nanibush CAMP, Asset Management Coordinator

REVIEWED BY: Grant Whittington, CAO

DATE: March 22, 2021

SUBJECT: FCM – Municipal Asset Management Program (MAMP)

RECOMMENDATION:

THAT Council direct staff to apply for the grant opportunity from the Federation of Canadian Municipalities' Municipal Asset Management Program for asset management capacity building; and further,

THAT the Township of Wilmot commits to conducting the following activities within 2021, as submitted to the Federation of Canadian Municipalities' Municipal Asset Management Program to advance our asset management program:

- **Levels of Service Framework Development**
- **Comprehensive Asset Management Plan**
- **Asset Management Training, and further,**

THAT the Township of Wilmot commit \$29,000 from the 2021 Capital Budget towards the costs of these works, as per council approved report COR 2021-013.

SUMMARY:

The Township of Wilmot is committed to building Asset Management Capacity, as per the Council approved Strategic Asset Management Policy. The policy acts as a framework to build our knowledge and understanding of asset management, with an ultimate goal of establishing a corporate culture that values asset management and make it a priority.

This report discusses an update to the Township's application for funding through FCM's Municipal Asset Management Program (MAMP). Staff were successful in an application under Intake 1 in 2017, where funding was approved to establish our Strategic Asset Management Policy, create Condition Assessment Protocols, and develop Data Collection Templates.

If approved under this intake, the Township can continue forward along our Asset Management Roadmap, as we prepare to meet the legislative requirements of O. Reg. 588/17.

BACKGROUND:

The Municipal Asset Management Program (MAMP) is an eight-year, \$110-million program funded by Infrastructure Canada to support Canadian municipalities and communities in making informed infrastructure investment decisions based on stronger asset management practices.

The program offers grant funding, as well as training and capacity building activities to increase skills within municipalities to sustainably maintain their asset management programs now and in the future. Funding is focused on building strong asset management foundations by supporting activities that incorporate asset management into daily practices. Subject to funding availability, applications will be accepted until October 31, 2022. All projects must be completed and final reports submitted by March 31, 2024. The maximum MAMP contribution to a project is \$50,000, and shall not exceed 80-percent of eligible project costs.

REPORT:

The Township previously applied for funding support in 2020, to move forward with Phase II of the Asset Management Roadmap. Within the previous scope of work outlined, the Township would work with third party consultants to complete Risk and Criticality Modelling and Lifecycle Analysis for Township owned infrastructure. Council supported that application under Council Report COR 2020-025.

Due to COVID-19 and the significant backlog in applications under review by FCM, the application from the Township has still not been reviewed to-date. Over the past year the Township has already completed Phase II of the Asset Management Roadmap, and are preparing to move ahead with Phase III, which includes a Level of Service Framework and a comprehensive update to our Asset Management Plan, as per O. Reg. 588/17. With the impending regulatory deadlines, the Township could not wait for FCM approvals to move ahead with critical tasks.

As per FCM criteria, all project works submitted for funding cannot have commenced prior to funding approval. As such, staff have contacted FCM and confirmed that our existing application can be modified to include the updated scope of work with the same total funding request.

This report is seeking endorsement of the requisite Council resolution that is required for the updated funding application.

ALIGNMENT WITH THE TOWNSHIP OF WILMOT STRATEGIC PLAN:

This report is aligned with the Strategic Plan goal of *responsible governance* through:

- Reviewing and improving current plans for medium to long term infrastructure replacement, including work specifications, to enhance asset life cycle costing;
- Utilizing lifecycle analytics to enhance current plans for medium to long term infrastructure replacement, including work specifications to enhance overall asset life cycle;
- Building capacity and providing resources to review, operate and maintain infrastructure assets;
- Establishing Levels of Service for Municipally owned infrastructure, in accordance with O. Reg. 588/17; and
- Develop Key Performance Measures with respect to Asset Management and established Levels of Service.

FINANCIAL CONSIDERATIONS:

In order to be successful under this specific application, the Township is required to dedicate our proportion of funds and staffing resources. The estimated eligible costs for these works are estimated at \$79,000, with a maximum of \$50,000 anticipated from the FCM MAMP. The remaining funding will be allocated through other infrastructure funding programs with \$29,000 already committed from the Ontario Community Infrastructure Fund.

ATTACHMENTS: None



REPORT NO: CAO 2021-02

TO: COUNCIL

SUBMITTED BY: Grant Whittington, CAO

PREPARED BY: Senior Management Team
Tracey Murray, Manager of Information and Legislative Services
/ Deputy Clerk

DATE: March 22, 2021

SUBJECT: 2021 Work Program

RECOMMENDATION:

THAT the 2021 Work Program, as per the report dated March 22, 2021, submitted by the Chief Administrative Officer, be endorsed.

SUMMARY:

The Annual Work Program is built to achieve alignment with the Township Strategic Plan and the approved Master Plans and Needs Studies. The Work Program, developed by the Senior Management Team, draws from the actions identified within these Plans and is presented to Council for consideration.

At the regular Council meeting, November 16, 2020, the updated Strategic Plan 2020-2024 was approved by Council. The updated Strategic Plan now identifies five (5) goals, namely:

- 1) Quality of Life
- 2) Community Engagement
- 3) Economic Prosperity
- 4) Environmental Protection
- 5) Responsible Governance

This information is available in accessible formats upon request

BACKGROUND:

The establishment of the work program provides several benefits, including:

- Implementation of the Township's Strategic Plan, Master Plans and Needs Studies;
- Focused resource planning of personnel;
- The ability to provide measurements of the completion of major tasks by each department;
- A clear understanding between both staff and Council as to the priorities of the municipality;
- Continued focus towards improvements of the overall municipal organization and services; and
- The avoidance of establishing unnecessary actions and projects.

The Management Team monitors the work program and issues raised are acted upon during regular weekly meetings.

In 2020, the need to shift priorities due to the 2019 Novel Coronavirus affected the initial 2020 Work Program. As such, the 2020 Work Program focused on, as presented to Council in Report CAO 2020-01, response and recovery and prioritizing and implement the projects and tasks as outlined with the approved 2020 Budget. The 2020 Work Program summary is attached.

The Senior Management Team continues to monitor the pandemic with the expectation that the Township Work Program will require the factoring in of the 2019 Novel Coronavirus and / or its variants.

REPORT:

The status of each departmental work program has been reviewed and is attached to this report.

The year 2021 represents another busy year involving a number of major studies, projects and implementation of the new brand for the Township.

Some of the key 2021 projects, which are complimented by daily operating requirements and other department projects include:

- Bridge Street Bridge Environmental Assessment – a study to evaluate project alternatives and impacts, with the final study report recommending a preferred alternative for this aging steel-truss bridge structure.
- Baden Trunk Sewer Environmental Assessment – a study to evaluate growth servicing alternatives and impacts, with the final study report recommending a preferred alternative to service Baden development lands.

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- Morningside Trunk Sewer Environmental Assessment — a study to evaluate sewer expansion alternatives and impacts, with the final study report recommending a preferred alternative to provide adequate growth capacity for the long term in the sewer network.
- Consolidated Linear Infrastructure Licensing – a licensing process through the province for the storm and sanitary sewer works to be transferred under the operating authority of the Township. This licensing will substitute system approvals to the local authority from the province under the licensing framework.
- Public Works Operations Facility Needs Study and Snow Storage Review – a study to determine growth needs and operating needs of the Public Works Operations Centre including snow storage needs. Both will be conducted in the context of a growing community with growing needs.
- Third Ice Pad Conceptual Design and Location Analysis – a follow up study from the Indoor Arena Ice Usage and Facility Needs Study prepared by Monteith Brown to determine strategies for delivering a third ice surface including considerations for partnerships, locations, operational models and funding methodologies with a goal of identifying a preferred location and concept design for consideration.
- Parks Operations Needs Study and Conceptual Design – concurrent with the Third Ice Pad Location Analysis, a study will be conducted by Monteith Brown to review existing operating spaces for the Parks and Facilities Department to establish a suitable plan for a future operations site while addressing storage of vehicles, equipment, materials and necessary staff spaces.
- Nith River Trail Improvements – this project is partially funded by the Rural Economic Development (RED) Grant and includes review, design and construction of improvements to the pathway and erosion control of the Nith River in New Hamburg at Kirkpatrick Park and William Scott Park. The project is a joint project between the Development Services and the Parks, Facilities and Recreation Department with input from the Grand River Conservation Authority.
- Administrative Building HVAC Equipment and Fire Panel Replacements which includes funding from the Investing in Canada Infrastructure Program (ICIP) to replace end of life equipment.
- Sandhills Road Multi-Use Trail – this trail section will connect Baden Hills Trails to Gingerich Road and Snyder's Road for safe pedestrian trail access.
- Mike Schout Wetlands Project – Phase one includes design of wetlands, boardwalks, paths, parking and flood mitigation strategies including a tree planting project in 2021. The project is expected to take 2-3 years to complete.
- Electric Vehicle charging stations installation – the project is being led by the Region of Waterloo and includes three locations in the Township for electric vehicles to recharge, promoting green solutions for our community.
- Records Management Modernization Project – a corporate wide initiative that will take approximately 2 years to complete and includes the implementation of the TOMRMS records classification system, updating the Township's Retention By-law and the creation and incorporation of records management procedures

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- Corporate Branding Implementation and Website refresh – with the endorsement of the new brand, staff are incorporating the implementation into the operations of the municipality including updating branded materials and assets
- Terms of Reference are being developed for an Inclusivity and Diversity Advisory Committee - to improve inclusivity and diversity within the Township of Wilmot, not just the Corporation, but for the community at large
- First Peoples Group have been retained to conduct the Prime Ministers Path Stakeholders Consultations - will result in a report to Council on their findings and recommendations that is grounded in the Principles of Reconciliation from the Truth and Reconciliation Commission of Canada
- Prepare an application to the Coalition of Inclusive Municipalities - will involve extensive community engagement and demonstrated commitment to a more inclusive and diverse Wilmot
- Updating Property Standards By-law – a comprehensive review and update to a key regulatory by-law
- Station 3 alternate location during extreme flooding events – this was identified in the Fire Master Plan as outlined in recommendation #18
- Fire Apparatus purchase – Rescue Truck – approved in the 2021 Capital Budget to replace the existing end of life Rescue Truck
- Women's Washroom renovation at Station 1 Baden – This project was approved in the Council approved 2020 Capital Budget. Project delayed due to COVID-19, as indicated in the Work Program, Architectural, Engineering completed, awaiting final quote
- Implementation of the Council approved E&R Bylaw
- Coordinate and collaborate with Township Fire services guided by the KPMG Report
- Rolled Artifact Storage project: This project will enhance the current storage of artifacts collected for Castle Kilbride and the Township of Wilmot. The new condensed, rolled storage system will allow future growth for collecting while supporting the museum's mandate. The project will be completed by Q3/Q4.
- Museum Re-opening: Staff have been busy behind the scenes in preparation for the safe re-opening of Castle Kilbride for the 2021 season. The museum re-opens on April 2 and tickets must be purchased online. Staff look forward to welcoming visitors for a unique guided tour of the Wilmot's National Historic Site along with returning and new events planned for the upcoming year.
- Asset Management Roadmap - this phase of the multi-year roadmap process will establish a Levels of Service Framework and Key Performance Indicators (KPI's), financial strategies and a comprehensive update to the Township's Corporate Asset Management Plan (AMP).
- Senior Government Funding Program – active senior government funding programs include: Canada Healthy Communities Initiative; Celebrate Canada Program; Clean Water and Wastewater Fund; Community Museum Digital Capacity Grant Program; Community Support, Multiculturalism, and Anti-Racism Initiatives Program (CSMARI); COVID-19 Resilience Infrastructure Stream; KWCF Community Grants Program; Municipal Modernization Fund – Intake 2; National Disaster Mitigation Program

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(NDMP); Rural Economic Development (RED) Fund; Safe Restart Agreement; and 2021 COVID Recovery Funding; and the 2020/2021 Fire Safety Grant.

- New Hamburg Floodzone Backwater Valve Program – through joint funding of the NDMP and matching funding of the Township of Wilmot these backwater valves would be installed at little or no direct cost to the property owners. Backwater valves could significantly reduce the potential for sewage contamination and the associated cleanup costs post event.
- Health and Safety Excellence Program – under this program, the 2021 focus will be on Health and Safety Communication; First Aid Training and Recognition of Hazards.
- Cyber Security Strategy and Disaster Recovery Planning – Following the completion of the Joint Service Delivery Review, this project seeks to implement a shared municipal approach to cyber security and disaster recovery with area Townships
- The Regional Municipal Comprehensive Review (MCR) is the process mandated by the Provincial Policy Statement (PPS) to assess and assign Residential and Employment growth to all area municipalities to the year 2051. Balancing the need for growth with growing smarter the end result will lead to amendments to the Township Official Plan to assess and assign specifically where the community will grow between 2031 and 2051.
- The Cultural Heritage Landscape (CHL) Study is a joint project between the Township of Wilmot (Development Services and Castle Kilbride/Heritage), the Region of Waterloo and the University of Waterloo to identify, assess and plan for the long term protection and conservation of Cultural Heritage Landscape assets in Wilmot Township.

Upon the approval of the 2021 Municipal Work Program, the CAO and Senior Management Team will provide an updated report to Council after 6 months, to confirm the status of the listed tasks and accomplishments. At the same time, the ability to review and initiate further tasks within the Strategic Plan and new priorities of Council and municipal staff will be provided.

ALIGNMENT WITH THE TOWNSHIP OF WILMOT STRATEGIC PLAN:

This report is aligned with the Strategic Plan goals of responsible governance by being an engaged community through communication of municipal matters and most importantly, incorporating the Strategic Plan actions into the annual Municipal Work Program.

FINANCIAL CONSIDERATIONS:

The Municipal Work Program identifies the capital projects that are within the approved 2021 Budget.

The COVID-19 identified projects have been supported by both the Federal and Provincial level governments through various funding opportunities.

ATTACHMENTS:

2020 Work Program Close Out
2021 Work Program

This information is available in accessible formats upon request

Item	Functional Area	Department	Project Description	J	A	S	O	N	D	Notes
SENIOR MANAGEMENT TEAM / ALL DEPARTMENTS										
1	Capital Program	CAO / COR	Internal Equity Maintenance Review Program	X	X	X	X	X	X	Project Completed.
2	COVID-19	SMT	Update/Establish Departmental Business Continuity Plans	X	X	X	X	X	X	Project Completed.
3	COVID-19	SMT	Regional Review of Critical/Essential Services	X	X	X	X	X	X	Project Completed.
4	COVID-19	SMT	Emergency Control Group	X	X	X	X	X	X	Internal control group related to COVID-19 pandemic, continuous meetings and action items in response to the pandemic.
5	General	SMT	2020 Ten Year Capital Forecast Update							Project Completed.
6	General	SMT	2020 Municipal Budget							Project Completed.
7	General	SMT	2021 Municipal Budget		X	X	X	X	X	Project Completed.
8	General	SMT	Departmental Quarterly Reporting	X			X			Project Completed.
9	General	SMT	Annual Performance Management and Review Program				X	X	X	Project Completed.
10	X	SMT	Departmental Website Content Review and Update	X	X	X	X	X	X	Ongoing.
11	Strategic Plan	SMT	Strategic Plan Update	X	X	X	X	X	X	Project Completed. Approved under Report CAO 2020-01. Staff roll-out to occur in Q1 2021.
12	Strategic Plan	SMT	Organizational Corporate Culture Review and Implementation							Deferred to 2021 by the consultant.
OFFICE OF THE CAO										
13	Capital Program	CAO / FIRE / COR / ILS	Four (4) Township Joint Service Delivery Review	X	X	X	X	X	X	Consultant presented Final Report on February 22, 2021 (CAO 2021-001)
14	Capital Program	CAO / PFRS / COR	Library Services Facility Review	X	X	X	X	X	X	Discussions to occur with Regional staff regarding their strategic plan priorities and the joint 4 Township service review. Ongoing.
15	COVID-19	CAO	COVID-19 Regional CAOs Working Group	X	X	X	X	X	X	Regional CAOs group related to COVID-19 pandemic, continuous meetings and action items in response to the pandemic.
16	COVID-19	CAO	Rural Recovery Coordinating Committee	X	X	X	X	X	X	Four (4) Township CAOs and Township Social Services Group to address the wellbeing of the community during related to COVID-19 pandemic, continuous meetings and action items in response to the pandemic.
17	General	CAO	Affordable Housing / Homelessness Regional Committee	X	X	X	X	X	X	To continue to address housing and homelessness related to COVID-19 pandemic, continuous meetings and action items in response to the pandemic.
18	COVID-19	CAO	Region Pandemic Control Group	X	X	X	X	X	X	Overall Regional Control group related to COVID-19 pandemic, continuous meetings and action items in response to the pandemic.

Item	Functional Area	Department	Project Description	J	A	S	O	N	D	Notes
19	General	CAO	Smart Waterloo Region							Deferred due to COVID-19
20	General	CAO / DS	Joint Review of Regional/Lower-Tier Planning Approvals	X	X	X	X	X	X	Ongoing
21	General	CAO	Board of Trade - Water Wheel Steering Committee			X	X	X	X	Ongoing
22	General	CAO / FIRE / COR	GRCA Flood Mitigation Study	X	X	X	X	X	X	Project completed by GRCA
23	Strategic Plan	CAO / COR / DS / PW&E	Employment Lands Development and Servicing			X	X	X	X	Ongoing. Draft Plan recommended at February 22, 2021 Council Meeting.
24	Strategic Plan	CAO	Waterloo Region Tourism and Marketing Corporation	X	X	X	X	X	X	Ongoing, prioritizes focus on COVID-19 initiatives
25	Strategic Plan	CAO	Waterloo Economic Development Corporation	X	X	X	X	X	X	Ongoing, prioritizes focus on COVID-19 initiatives
INFORMATION AND LEGISLATIVE SERVICES										
26	Capital Program	ILS	Replacement of By-Law Enforcement Vehicle							Deferred to 2021
27	Capital Program	ILS	Records Management Modernization Project	X	X	X	X	X	X	Implementation of TOMRMS underway. E-agenda RFP scheduled to be Awarded March 22, 2021
28	Capital Program	ILS	Corporate Branding Exercise and Website Refresh	X	X	X	X	X	X	New brand endorsed. Style Guide for staff use created. Phased implementation underway.
29	Capital Program	ILS	Mannheim Digital Sign							Deferred. Recommendation to come forwarding following Branding Exercise.
30	General	ILS	Governance Policy and Administrative Directive Framework							Framework completed. Conversion of existing documents to new framework is an ongoing operational task.
31	COVID-19	ILS	Enforcement of Provincial Orders Relative to 2010 Novel Coronavirus	X	X	X	X	X	X	Ongoing
32	COVID-19	ILS	Communications Of COVID-19 Decisions, Updates, and General Information	X	X	X	X	X	X	Ongoing
33	COVID-19	ILS / COR	Amend Procedural By-law and Establish Electronic Meeting Participation Procedures		X	X	X	X	X	Procedural By-law amendments approved. Procedures being developed for ongoing electronic participation.
34	COVID-19	ILS	Area Clerks COVID-19 Working Group	X	X	X	X	X	X	Regional Clerks / Deputy Clerks group related to COVID-19 pandemic, continuous meetings and action items in response to the pandemic.
35	COVID-19	ILS	Regional Communications COVID-19 Working Group	X	X	X	X	X	X	Regional Communications group related to COVID-19 pandemic, continuous meetings and action items in response to the pandemic.
36	COVID-19	ILS	Regional Enforcement COVID-19 Working Group	X	X	X	X	X	X	Regional Enforcement group related to COVID-19 pandemic, continuous meetings and action items in response to the pandemic.
37	General	ILS	Governance Policy - Electronic Participation at Meetings					X	X	For Council consideration in 2021 Q2.
38	General	ILS	Cannabis Retail Policy Statement							Deferred to 2021 due to COVID-19

Item	Functional Area	Department	Project Description	J	A	S	O	N	D	Notes
39	General	ILS	Governance Policy - Information Flow Protocol							Deferred to 2022 with new term of Council due to COVID-19
40	General	ILS	Governance Policy - Committee Appointments					X	X	Deferred to 2021 due to COVID-19
41	General	ILS	By-law Review - Notification By-law							Deferred to 2022 due to COVID-19
42	General	ILS	By-law Review - Sale and Disposition of Land							Deferred to 2022 due to COVID-19
43	General	ILS	Council Code of Conduct							Deferred to 2021 due to COVID-19
44	General	ILS	By-law Review / Update - Procedural By-law (Bill 187)							Deferred to 2021 due to COVID-19
45	General	ILS	Social Media Policy Review			X	X	X	X	Deferred to 2021 due to COVID-19
46	General	ILS	Rollout of 'Thank Your Neighbour' Program					X	X	Deferred to 2021 due to COVID-19
47	General	ILS	By-law Review - Animal Control Excluding Dogs							Project completed.
48	General	ILS	By-law Review - Property Standards							Deferred to 2021 due to COVID-19
49	General	ILS	Citizen of the Year				X	X	X	Modified program due to COVID-19. Announcement at the December 7, 2020 Council Meeting.
50	General	ILS	Council for a Day Program 2021							Deferred to 2021 due to COVID-19
51	General	ILS	Women's Day and Women's Month Celebration for 2020							2020 program cancelled due to COVID-19
	General	ILS	AODA Desk Audit						X	Completed. Additional information requested in 2021.
52	General	ILS	Annual Review of GRAAC Membership			X	X			Project Completed.
53	New Initiatives	ILS	Township Facebook page			X	X			Project Completed.
54	New Initiatives	ILS	Access Agreement - 990 Deer Court			X	X	X		Project Completed.
55	Strategic Plan	ILS / CK / COR	Prime Ministers Path Stakeholder Consultation	X	X	X	X	X	X	Sir John A. Macdonald statue in storage, Supplemental Agreement regarding the Unfortunate Four approved Nov 2/2020, RFP awarded to First Peoples Group
CORPORATE SERVICES										
56	Capital Program	COR	Asset Management - Building Condition Assessments	X	X	X				Project completed. Results to be incorporated into the updated Asset Management Plan as per O. Reg. 588/17.
57	Capital Program	COR	Network Infrastructure Updates	X	X	X	X	X	X	Hardware purchased, installation ongoing.

Item	Functional Area	Department	Project Description	J	A	S	O	N	D	Notes
58	Capital Program	COR	Office 365 Migration					X	X	Email services completed. Remaining components deferred to 2021 due to COVID-19.
59	Capital Program	COR	Establish Corporate GIS Framework							Project deferred to 2021 due to COVID-19.
60	Capital Program	COR / DS	Community Benefits Charge (CBC) / Bill 108				X	X		Project Completed. No benefit to establishing CBC regime in Wilmot.
61	Capital Program	COR	Corporate Voice Communications Update			X	X	X	X	RFP issued in late 2020. Award of Contract anticipated in Q1 2021.
62	Capital Program	COR	Asset Management - Lifecycle Events and Analysis				X	X	X	Project completed. Results to be incorporated into the updated Asset Management Plan as per O. Reg. 588/17.
63	Capital Program	COR	Municipal Accounting Software Upgrade							Project deferred to 2021 due to COVID-19.
64	COVID-19	COR	Waterloo Region Area Treasurers COVID-19 Working Group	X	X	X	X	X	X	Meetings occurring weekly to discuss COVID-19 impact on municipal finances.
65	COVID-19	COR	Area Senior HR Managers COVID-19 Working Group	X	X	X	X	X	X	Meetings occurring weekly to discuss COVID-19 impact on municipal HR matters.
66	COVID-19	COR	Transition Affected Staff to Declared Emergency Leave							Project Completed.
67	COVID-19	COR	Develop / Implement Cost Containment Strategy							Project Completed. Significant cost savings as noted within Council Report COR 2020-037
68	COVID-19	COR	Establish Financial and Economic Relief Programs	X						Project Completed.
69	COVID-19	COR	Establish Corporate Web Conference Call Services							Project Completed. Microsoft Teams and Zoom platform are being used extensively.
70	COVID-19	COR	Update Employee Identification Cards							Project Completed.
71	COVID-19	COR	Review and Update 2020 Capital Program							Project Completed. Update provide via memo to Council, in accordance with cost containment.
72	COVID-19	COR	COVID-19 Financial Impact Analysis and Reports	X	X	X	X	X	X	Project Completed. Monitoring and Reporting to Council on-going.
73	COVID-19	COR	Develop New Working From Home (WFH) Agreements			X	X			Project Completed. WFH agreements were updated by all staff in October 2020.
74	COVID-19	COR	Establish Critical Skills Inventory for Staff Re-Deployment Needs			X	X			Project Completed. Skills Inventory is managed and monitored by HR for Business Continuity purposes.
75	COVID-19	COR	Establish Centralized Purchasing Program for Cleaning Supplies and PPE							Project Completed. Supervisor of Procurement / Payroll has taken over inventory and purchasing.
76	COVID-19	COR	Develop Staff Re-Deployment Strategy							Project Completed. Consistent approach established across area municipalities.
77	COVID-19	COR	Develop Standard Pre-Work Contractor Screening and Authorization Documents							Project Completed, in accordance with legislative requirements.
78	COVID-19	COR	Support and Deploy Work From Home Technology/Connectivity	X	X	X				Project Completed. Additional stock on inventory in preparation for second wave requirements.

Item	Functional Area	Department	Project Description	J	A	S	O	N	D	Notes
79	COVID-19	COR / ILS	Support Virtual Council Meetings	X	X	X	X	X	X	Project Completed. IT Staff continue to support virtual meeting environment.
80	COVID-19	CK/COR	Monthly Newsletter for Wilmot Residents	X						Designed and issued monthly newsletter to communicate township information to residents during COVID. Format to be continued for future communications on a quarterly basis from ILS.
81	General	COR	Staff Recruitment (Levels of Service)	X	X	X	X	X	X	Project Completed. PFRS and CK recruitment deferred to 2021 due to COVID-19.
82	General	COR / PFRS	Solar Assessment (Municipal Facilities)							Project Completed.
83	General	COR	GHG Reporting to Ministry and Sustainable Waterloo Region							Project Completed.
84	General	COR	2019 Year End Financial Statements, FIR and Audit							Project Completed.
85	General	COR	Sustainability Committee Coordination	X	X	X	X	X	X	Project Completed for 2020.
86	General	COR	OMPF Resource Group			X		X		Director continues to participate on committee discussion regarding 2021 OMPF program.
87	General	COR	Annual Legislative Reporting to MMAH							Project Completed.
88	General	COR	Review/Update Staff Compensation for On-Call and Standby							Project Completed.
89	General	COR	Deploy On-line Training Environment Corporate Wide							Project Completed. HR Downloads platform has been deployed for FT and PT personnel.
90	General	COR / ILS	Records Management for HR / Personnel Records				X	X	X	Project to be completed in conjunction with ILS Records Management Digitization.
91	General	COR	Corporate HR Guidelines Update / Training	X	X	X	X	X	X	Project on-going, majority of guidelines approved in alignment with HR Administrative Directive.
92	General	COR	Grant Application - FCM Municipal Asset Management Program	X	X			X	X	Grant application submitted, awaiting follow-up from FCM.
93	General	COR	Grant Application - Investing in Canadian Infrastructure (ICIP) Program - Community Culture and Recreation Stream							Project completed. Application was unsuccessful for funding toward NH Arena/CC.
94	General	COR	Grant Application - Investing in Canadian Infrastructure (ICIP) Program - Green Stream					X	X	Application submitted for funding towards Snyder's Road underground infrastructure. Awaiting follow-up from Ministry.
95	General	COR	Grant Application - Rural Economic Development (RED) Funding Program							Project Completed. Intake 3 application approved for Nith River Pathway. Intake 5 application was unsuccessful for support of corporate branding exercise.
96	New Initiatives	COR	Grant Application: Amp it up 2.0 (Asset Management Plan Support)	X	X					Project Completed. Application was successful for AM Program Support.
97	General	COR	Recreation Subsidy Analysis							Project completed.
98	General	COR	Health and Safety Excellence Program			X	X	X	X	Project initiated in fall 2020. Target areas for improvement and growth have been identified and submitted to WSIB.
99	General	COR	IT Help Desk and Ticketing System Deployment		X	X	X	X	X	Project Completed.

Item	Functional Area	Department	Project Description	J	A	S	O	N	D	Notes
100	General	COR	Discover Your Wilmot Program (2020)		X	X	X	X	X	Project Completed.
101	General	COR	Establish Centralized Vendor Contract Management Database							Project deferred to 2021 due to COVID-19.
102	General	COR	Asset Management - Risk and Criticality Modeling	X	X	X	X			Project completed. Results to be incorporated into the updated Asset Management Plan as per O. Reg. 588/17.
103	General	COR	Violence and Harassment Policy Implementation and Training				X	X	X	Updated policy under review. Training to occur in Q1 2021.
104	General	COR / PW&E	Water Meter Audit							Project deferred to 2021 due to COVID-19.
105	General	COR / PW&E	Water Leak Detection Program							Project deferred to 2021 due to COVID-19.
106	General	COR	Reserve Fund By-Law Update							Project deferred to 2021 due to COVID-19.
107	General	COR	Update Tangible Capital Asset Valuation and Attributes	X	X	X	X	X	X	Project completed.
108	General	COR	Review/Update Performance Management System	X						Project Completed. New format to be deployed in 2021.
109	General	COR	Employee Group Benefits Review		X	X	X			Project Completed. Benefits renewal rates were incorporated into 2021 Operating Budget.
110	General	COR	Desktop Management Software Deployment							Project deferred to 2021 due to COVID-19.
111	General	COR	Governance Policy - Municipal Investments		X	X				Meetings held with MFOA re: ONE Fund Investment Program. Further review and update to occur in 2021.
112	General	COR	Develop and Implement a new IT Orientation Plan for New Staff							Project deferred to 2021 due to COVID-19.
113	General	COR	IT Business Plan Review / Update							Project deferred to 2021 due to COVID-19.
114	General	COR	Fees and Charges Review		X	X	X	X	X	Project Completed.
115	General	COR	Enhance Year End Financial Statement Package							Project deferred to 2021 due to COVID-19.
116	General	COR	Property Tax Module Investigation (website)							Project deferred to 2021 due to COVID-19.
	New Initiatives	COR	Diversity and Inclusion Training		X	X	X	X	X	Staff working with Spectrum Community Space to develop awareness training program for all staff.
117	General	COR	Wilmot Water Financial Plan Update					X	X	Project Completed.
118	General	COR	Ergonomic Assessment Program							Project deferred to 2021 due to COVID-19.
119	General	COR	Job Hazard Assessments							Project deferred to 2021 due to COVID-19.

Item	Functional Area	Department	Project Description	J	A	S	O	N	D	Notes
120	General	COR / PFRS	Review/Implement Recreation Financial Assistance for Seniors							Project deferred to 2021 due to COVID-19.
121	New Initiatives	COR	Update Green and Clean Community Webpage							Project Completed.
PARKS, FACILITIES AND RECREATION SERVICES										
122	Capital Program	PFRS	NH Library - Replace Rooftop HVAC Unit							Project deferred to 2021 due to COVID-19.
123	Capital Program	PFRS	NH Arena - Engineering/Re-commissioning Study Report to Council				X	X	X	Implementation of recommendations included in the 10-year Capital Plan.
124	Capital Program	PFRS / ILS	Permanent Off-Leash Dog Park	X						Project completed.
125	Capital Program	PFRS	Admin Complex - Boiler replacement							Project deferred to 2021 due to COVID-19.
126	Capital Program	FAC&REC	Kirkpatrick Park Parking Lot Reconstruction	X	X	X				Project completed.
127	Capital Program	PFRS	Admin Complex - LED lighting retrofit							Project deferred to 2021 due to COVID-19.
128	Capital Program	PFRS	NHCC, SACC, NDCC Kitchen Renovations	X	X	X	X			Projects completed.
129	Capital Program	PFRS	Admin Complex - Parking Lot Expansion Design / Temporary Lighting Replacement							Project delayed due to COVID-19. Project to be aligned with Prime Minister Path project.
130	Capital Program	PFRS	Haysville CC - Games Room repurposing	X	X					Project completed.
131	Capital Program	PFRS	Install Automatic Field Irrigation System at WRC							Project deferred to 2021 due to COVID-19.
132	Capital Program	PFRS	LED lighting retrofits at WRC (Aquatic Centre)							Interior lighting complete except Aquatic changerooms, scheduled for Q2 2021.
133	Capital Program	PFRS	27 Beck Street Parking Lot regrading/resurfacing project	X	X					Project completed.
134	Capital Program	PFRS	Artificial Turf Field at Waterloo Oxford with WRDSB	X	X	X	X	X	X	Project underway - completion scheduled for Q-2 of 2021 depending on weather.
135	Capital Program	PFRS	Trail Development - Beckdale North Trail	X	X	X				Project completed.
136	Capital Program	PFRS	Trail Development - Schneller / Country Creek Pathway	X	X	X				Project completed.
137	Capital Program	PFRS	Trail Development - Laschinger Woods Trail	X	X	X				Project completed.
138	Capital Program	PFRS / DS	Trail Development - Nith River Pathway					X	X	Preliminary design underway.
139	Capital Program	PFRS / DS	Trail Development - Gibney Forest / Sandhills Road Multi-Use Pathway			X	X	X	X	Project in design phase; anticipated construction in 2021.

Item	Functional Area	Department	Project Description	J	A	S	O	N	D	Notes
140	Capital Program	PFRS	Update Ice Needs Study	X	X	X	X			Project completed.
141	Capital Program	PFRS	Replace Flooring in NDCC, SACC and WRC Washrooms	X	X	X				Project completed.
142	Capital Program	PFRS	Electric Vehicle Charging Stations	X	X	X	X	X	X	Project underway. Locations are finalized. Project being led by the Region.
143	Capital Program	PFRS	Aquatic Centre Tile Regrouting project	X						Project completed.
144	Capital Program	PFRS	Playground Upgrades - Haysville	X						Project completed.
145	Capital Program	PFRS	Mannheim CC Tile Replacement	X	X					Project completed.
146	Capital Program	PFRS	Playgrounds Upgrades - New Hamburg (Optimist Park and Constitution Park)			X	X	X	X	Project completed.
147	Capital Program	PFRS	Mausoleum Repairs - Riverside Cemetery							Project deferred to 2021 due to COVID-19.
148	COVID-19	PFRS	Regional Recreation Directors COVID-19 Task Force Committee and Wilmot Emergency Control Group	X	X	X	X	X	X	Ongoing meetings
149	COVID-19	PFRS	COVID-19 Protocols for Reopening of Recreation Facilities	X	X	X	X	X	X	Protocols for ice, pools, rec programs and walking track complete and implemented. Changes are made with each new legislative modification.
150	COVID-19	PFRS	Deep Cleaning and cleaning maintenance of all Recreation Facilities	X	X	X	X	X	X	Project complete. This occurred during the COVID closure. Ongoing cleaning protocols are in use and fogging equipment is being utilized daily in arenas and pools.
151	COVID-19	PFRS	Implementation of COVID-19 Protocols / Procedures for User Groups	X	X	X	X	X	X	Implementing screeners, security, program alterations, interior protocol, exterior protocol
152	General	PFRS	Governance Policy - Municipal Alcohol Policy (MAP)	X	X	X	X	X		Project completed.
153	General	PFRS	Standard Operating Procedures Manual Development	X	X	X	X	X	X	Ongoing review & update Policies and Procedures for WRC and other Parks and Recreation operations.
154	General	PFRS	Green Bin / Organics Collection Program for Community Centres							Project deferred.
155	General	PFRS	NH Arena - Equipment Shed Column Repairs				X	X		Project underway, delay due to COVID-19.
156	General	PFRS	Wilmot Smart Commute Program							Project delayed due to COVID-19.
157	General	PFRS	New Dundee Park Concession Booth Investigation				X	X	X	Project underway.
158	General	PFRS	Fire Safety/Emergency Plan for WRC	X	X	X				Project completed.
159	General	PFRS	Review and update Fire Safety/Emergency Plan for Admin building & Castle Kilbride.			X	X	X		Project completed.
160	General	PFRS	Review and update Fire Safety/Emergency Plan for New Hamburg CC			X	X	X		Project underway. Documents being updated.

Item	Functional Area	Department	Project Description	J	A	S	O	N	D	Notes
161	General	PFRS	Review Goose Control Program				X	X	X	Research underway.
#REF!	General	PFRS	Update Cemetery procedures and forms				X	X	X	Project underway.
#REF!	Strategic Plan	PFRS	Healthy Communities Week							Event cancelled due to COVID-19.
#REF!	Strategic Plan	PFRS	Volunteer Recruitment, Management, Retention, Recognition Workshop(s)							Project completed.
#REF!	Strategic Plan	PFRS	Research, Develop and Implement Seniors/Youth Programming			X	X	X	X	YAC Employee working on this project.
#REF!	Strategic Plan	PFRS	Trails Master Plan - Implementation and Monitoring	X	X	X	X	X	X	On-going. Completion of several trail links this year.
PUBLIC WORKS AND ENGINEERING										
174	Capital Program	PW&E	Hannah & Lewis Street Reconstruction							Easement work complete. Surface asphalt deferred to 2021/22.
175	Capital Program	PW&E	Vehicle Replacement - Utilities Service Vehicle (402-10)							Project completed.
176	Capital Program	PW&E	Wilmot & Church Street Reconstruction (Phase 1 and 2)							Phase 1 awarded in Council Report PW2020-05. Base asphalt complete. Phase 2 tender awarded on February 8. Final asphalt works in 2022.
177	Capital Program	PW&E	Snyder's Road Reconstruction (Regional Project)	X	X	X	X	X	X	Region project final design on-going, Region to release tender in Q1 2021. Anticipate construction 2021-2023.
178	Capital Program	CK / PW&E	Holland Mills Bridge Heritage Commemoration sign							This project was deferred due to COVID. Heritage Wilmot to revisit this project with a Q3 2021 completion date.
179	Capital Program	PW&E	Notre Dame Drive Reconstruction (Regional Project)							Region project delayed to 2021 due to COVID-19.
180	Capital Program	PW&E	Morningside Trunk Sanitary Sewer EA			X	X	X	X	RFP Awarded in Council Report PW2020-14. Study on-going.
181	Capital Program	PW&E	Sanitary System Infiltration Study	X	X	X	X	X	X	RFP Awarded in Council Report PW2019-16. Study on-going.
182	Capital Program	PW&E	2019 Bridge Inspections (OSIM)							Project completed. Recommendations included in 10year capital update.
183	Capital Program	PW&E	Snow Storage Review							Consolidated with 2021 project for service review/space needs.
184	Capital Program	PW&E	Settlement Signage							Project delayed to align with branding exercise, estimated 2022 Settlement Signage installation
185	Capital Program	PW&E	2020 Sidewalk Repair and Replacement Program	X	X	X	X			Project completed.
186	Capital Program	PW&E	Guiderail Program				X	X	X	Design on-going. Anticipate Q2 tender in 2021.
187	Capital Program	PW&E	Hot Mix Paving Program	X	X	X				Project completed.

Item	Functional Area	Department	Project Description	J	A	S	O	N	D	Notes
188	Capital Program	PW&E	Surface Treatment Program	X	X	X				Project completed.
189	Capital Program	PW&E	Gravel Crushing, Hauling and Maintenance Program	X	X	X				Maintenance program completed.
190	Capital Program	PW&E	Vehicle Replacement - Single Axle Dump Trucks (303-10 and 307-11)	X	X	X	X	X	X	RFP Awarded in Council Report PW2020-12. Anticipate delivery Q3 2021.
191	Capital Program	PW&E	Stripe/Stall/Template Painter Unit & Trailer	X	X	X				Project completed.
192	Capital Program	PW&E	Vehicle Replacement - 4x4 Pickup c/w Plow and Salter (304-10)	X	X	X	X			RFP Awarded in Council Report PW2020-16. Anticipate delivery in Q2 2021.
193	Capital Program	PW&E	Radar Speed Display Signs	X	X	X	X			Signs purchased. Project delayed due to COVID-19
194	Capital Program	PW&E	Trench Box Units	X						Project completed.
195	Capital Program	PW&E	Stormwater Infrastructure Master Plan and Rate Study	X	X	X	X	X	X	Being consolidated with underground Phase 1, 2, 3 Master Planning for Storm, Sanitary & Water for 2021 Work Program
196	Capital Program	PW&E	Greenwood Drive and Nafziger Road Engineering	X	X	X	X	X	X	Design work on-going.
197	Capital Program	PW&E	Gingerich Road Watermain Connection Improvements	X	X	X	X	X	X	Design work completed. Tendering with Wilmot Street Phase 2 for construction in 2021.
198	Capital Program	PW&E	Municipal Drain Maintenance	X	X	X	X	X	X	Biesel, Doering, Don Meyers, Ivan Gingerich, Krampien, Lisbon, Straus
199	Capital Program	PW&E	Municipal Drain Database Digitization	X	X	X	X	X	X	On-going.
200	Capital Program	PW&E	Oxford Road 5 Culvert Replacements (County Project)	X	X	X	X			Project completed.
201	Capital Program	PW&E	Bridge Street Bridge #34/B-T9 EA		X	X	X	X	X	RFP Awarded in Council Report PW2020-11 to K Smart for Environmental Assessment and Preliminary Design Work. Field work on-going, stakeholder consultantation underway.
202	COVID-19	PW&E	Region Public Works Operations Group	X	X	X	X	X	X	On-going
203	COVID-19	PW&E	Region Pandemic Infrastructure COVID-19 Control Group	X	X	X	X	X	X	On-going
204	COVID-19	PW&E	Wilmot Emergency Control Group	X	X	X	X	X	X	On-going
205	COVID-19	PW&E	Safe Operating protocols and staff training at PWOC	X	X	X	X	X	X	On-going
206	General	PW&E	Confined Space Entry Program Review	X	X	X	X	X	X	On-going
207	General	PW&E	Maintenance Standard 239/02 Review	X	X	X	X	X	X	On-going
208	General	PW&E	Sidewalk and Parking Lot Maintenance Review	X	X	X	X	X	X	On-going, anticipate term contract in 2021 Work Program

Item	Functional Area	Department	Project Description	J	A	S	O	N	D	Notes
209	General	PW&E	Public Works & Engineering Website Updates	X	X	X	X	X	X	On-going.
210	General	PW&E	Internal Drinking Water Quality Management System (DWQMS) Audit	X	X	X	X	X		Project completed.
211	General	PW&E	Rogers Telecom Utility Project (Baden)	X	X	X	X	X	X	On-going.
212	General	PW&E	Infrastructure Standards and Specifications Manual	X	X	X	X	X	X	On-going joint project with Woolwich.
213	General	PW&E	Municipal Consent Requirements Manual	X	X	X	X	X	X	On-going.
214	General	PW&E / DS	Sanitary Growth Servicing Studies	X	X	X	X	X	X	On-going.
215	General	PW&E	Joint Township Shared Services and Purchasing Initiatives	X	X	X	X	X	X	On-going. Meetings with service or purchasing partners as needed.
#REF!	New Initiatives	PW&E	Consolidated Linear Infrastructure Licensing			X	X	X	X	Project plan being developed to achieve timelines outlined by the Province. Ministry has advanced timelines to 2021.
#REF!	New Initiatives	PW&E	Storm Inventory Field Program	X	X	X	X	X	X	Linear data collection and small sized culverts mostly complete. Facility data collection to be completed in Q2 2021. Mapping updates and information system maintenance on-going.
#REF!	New Initiatives	PW&E	Traffic and Parking ByLaw Schedule Review							Review in 2021.
#REF!	New Initiatives	PW&E	Regional Road Maintenance discussions - Townships					X	X	Region of Waterloo requesting discussions with Township staff regarding opportunities for Township maintenance of Regional roads.
FIRE SERVICES										
221	COVID-19	FIRE	Target Solutions - On Line training Platform	X	X	X	X	X	X	Joint Purchase Negotiated by Wilmot with 3 township fire services- Installed and setup system to provide virtual training platform to firefighters
222	COVID-19	FIRE	Comprehensive Pandemic Response Policy	X	X					Project completed
223	COVID-19	FIRE	Wilmot Emergency Control Group	X	X	X	X	X	X	On going support for Pandemic Response
224	COVID-19	FIRE	Re-opening Task Force Committee	X	X	X	X	X	X	Committee to oversee reopening procedures and to support on going weekly changes to maintain safe work locations for township employees
225	COVID-19	FIRE	CEMC - Regional COVID-19 Control Group	X	X	X	X	X	X	On-going
226	COVID-19	FIRE	Area Fire Chief COVID-19 Working Group	X	X	X	X	X	X	On-going
227	COVID-19	FIRE	Township Facilities COVID-19 Retrofitting	X	X	X	X	X	X	Procurement, Implementation, Procedure Development, Monitoring, Training
228	Capital Program	FIRE	Mounted Apparatus Pressure Washers	X	X					Project completed
229	Capital Program	FIRE	Coveralls and Safety Boots	X	X					Project completed

Item	Functional Area	Department	Project Description	J	A	S	O	N	D	Notes
230	Capital Program	FIRE	Thermal Imaging Cameras							Project deferred to 2021 due to COVID-19.
231	Capital Program	FIRE	SCBA Replacement Program/RFP	X	X					Project completed
232	Capital Program	FIRE	Water/Ice Rescue Level of Service	X	X	X				Project completed
233	Capital Program	FIRE	Supply and Install Commercial Washers/Dryers	X						Project completed
234	Capital Program	FIRE	Station 3 Renovations	X						Project completed
235	Capital Program	FIRE / CAO	Fire Master Plan	X	X	X	X	X	X	Fire Master Plan approved at Council Dec 7, 2020
236	Capital Program	FIRE	P-25 Regional Radio System	X	X	X	X	X	X	P25 system operational and being monitored
237	Capital Program	FIRE	Replace Pumper 611	X	X	X	X	X	X	Approved by Council November 16, 2020
238	Capital Program	FIRE	Fire Department Pickups	X	X	X	X	X	X	Approved by Council December 7, 2020
239	Capital Program	FIRE	Showers Womens washroom Station 1 Baden							Project deferred to 2021 due to COVID-19.
240	Capital Program	FIRE	Station 2 ND Landscaping	X	X	X	X			Project completed
241	Capital Program	FIRE	Concrete Aprons Station 1 Baden	X	X	X	X	X		Project completed
242	Capital Program	FIRE	Medical Recertification	X	X	X	X			Project completed
243	General	FIRE	Annual Mandatory Fire Pump Testing Program	X						Project completed
244	General	FIRE	Implement H2S Detectors/SOG/Training							Project deferred to 2021 due to COVID-19.
245	General	FIRE	Emergency Management Training							Project completed
246	General	FIRE	Fire Safety Plans – Township Facilities	X	X	X				Annual reviews conducted as per the FPPA
247	General	FIRE	DZ Licensing							Project deferred to 2021 due to COVID-19.
248	General	FIRE	Live Fire Training							Project deferred to 2021 due to COVID-19
249	General	FIRE	Flood Preparedness Open House/Emergency Preparedness	X	X	X	X			Project deferred due to COVID-19 - Public Education Information continues using online content
250	General	FIRE	Alert Waterloo Region Mass Notification System	X	X	X	X	X	X	Promotion continues.

Item	Functional Area	Department	Project Description	J	A	S	O	N	D	Notes
251	General	FIRE	Update H&S SOP's and SOG's	X	X	X	X	X	X	On-going - annual requirement
252	General	FIRE	Firefighter Green Light Program - Research							Project deferred to 2021 due to COVID-19.
253	General	FIRE	FirePro Firefighter Training Records Management	X	X	X	X	X	X	On-going - annual requirement
254	General	FIRE	FirePro Station Inventory Updates	X	X	X	X	X	X	On-going - annual requirement
#REF!	General	FIRE	Recruit Firefighter Training	X	X	X				Recruitment completed.
#REF!	General	FIRE	Burn Bylaw Review/Update							Project deferred to 2021 due to COVID-19.
#REF!	General	FIRE	Fire Route Bylaw/Update							Project deferred to 2021 due to COVID-19.
#REF!	General	FIRE	First Aid Certification - New Recruits	X	X	X				Project completed
#REF!	General	FIRE	Grant Application - Bullex Fire Extinguisher Training System							Grant application unsuccessful
#REF!	General	FIRE	Township Lock Box Program	X	X	X	X	X	X	Project on-going throughout approved within the Township
#REF!	General	FIRE	Door to Door Smoke Alarm Program	X	X	X	X	X	X	Project deferred to 2021 due to COVID-19.
#REF!	General	FIRE	Electrical Safety Training							Project completed
#REF!	General	FIRE	Fire Prevention/Pub Ed - Schools, Rural Residence, Fall Open House	X	X	X	X	X	X	On-going
#REF!	New Initiatives	FIRE	Apparatus Lock Box Program	X	X					Project completed
#REF!	New Initiatives	FIRE	Emergency Management Evacuation Centers	X	X					Project completed
#REF!	New Initiatives	FIRE	Hose Testing							Project completed
#REF!	New Initiatives	FIRE	Pro Board Certification	X	X	X	X	X	X	On-going
#REF!	New Initiatives	FIRE	Dry Hydrant Access Point - Alder Lake Dam			X	X	X		Project Completed.
#REF!	New Initiatives	FIRE	P25 Voice Radio Executive Committee	X	X	X	X	X	X	Monthly Committee meeting attendance
#REF!	New Initiatives	FIRE	P25 Operations Committee	X	X	X	X	X	X	Monthly Committee meeting attendance

DEVELOPMENT SERVICES

Item	Functional Area	Department	Project Description	J	A	S	O	N	D	Notes
274	Capital Program	DS	Township Zoning Bylaw Review (Implementation)	X	X	X	X			Project successfully completed with no appeals.
275	Capital Program	DS / PFRS / CAO	Smith Creek Carbon Sink Design name formally changed to Schout Wetlands	X	X	X	X	X	X	Ongoing - staff support provided to concept design team as needed
276	Capital Program	DS	Building Permit Software	X	X	X	X	X	X	Completed - implementation in field to commence January 2021
277	Capital Program	DS / CK	Cultural Heritage Landscape Study	X	X	X	X	X	X	Ongoing - Regional Project; Directors sit on Project Team - consultant background work underway
278	COVID-19	DS	BESTWR - Industry and Agriculture Working Group	X	X	X	X	X	X	Ongoing - meetings as needed to consider the impacts of Covid on this sector of economy
279	COVID-19	DS	BESTWR - Construction Working Group	X	X	X	X	X	X	Ongoing - meetings as needed to consider the impacts of Covid on this sector of economy
280	COVID-19	DS	BESTWR - Tourism, Culture and Hospitality Industry Sub-Group	X	X	X	X	X	X	Ongoing - meetings bi-weekly to consider the impacts of Covid on this sector of economy
281	COVID-19	DS	Pandemic Patio Regional Working Group	X	X	X	X	X	X	Ongoing - meetings as needed to promote effective, consistent temporary patio policies
282	COVID-19	DS	Transition of Services to online environment							Completed - Planning and Building application portals successfully created and implemented
283	COVID-19	DS	Waterloo Region Area Planners COVID-19 Working Group	X	X	X	X	X	X	Ongoing - meeting weekly to discuss emerging issues and impacts
284	COVID-19	DS	Digital Permit Submission / Review / Issuance Pilot							Completed - transition to fully digital environment expedited due to Covid office closure
285	General	DS	Sign Bylaw Review							Project deferred to 2021 due to COVID-19.
286	General	DS	Municipal Tree Canopy Policy Consolidation Exercise							Project deferred to 2021 due to COVID-19.
287	General	DS	Bill 66 / Amendment No. 1 to Growth Plan / Planning Act & PPS Review	X	X	X	X	X	X	Ongoing - will be completed through RMOW MCR process
288	General	DS	Building Permit Fees Review (Non-Res)							Project Completed.
289	General	DS	Green Building Standards Regional Committee							Project deferred to 2021 due to COVID-19.
290	General	DS	High Speed Rail EA / Greenbelt Expansion Study Area							Due to Covid these projects have been delayed or discontinued by the Province
291	General	DS	Region of Waterloo Municipal Comprehensive Review (MCR)	X	X	X	X	X	X	Ongoing - Director sits on Municipal Working Group
292	General	DS	Take Action on Radon - Study Review							Test pilot project completed
293	General	DS	Township Official Plan Review (Implementation)	X	X	X	X			Project completed
294	General	DS / COR	Backwater Valve Program Review							Application for funding submitted to Ministry. Intake to occur upon notification of successful funding.

Item	Functional Area	Department	Project Description	J	A	S	O	N	D	Notes
#REF!	New Initiatives	DS	Development Application Process Review - Lean 6 Sigma	X	X	X	X	X	X	Ongoing - effort to reduce duplication of effort and streamline dev approvals Region wide
#REF!	New Initiatives	DS	RMOW JART (Joint Agency Review Team) for aggregate applications					X	X	Discussions on the potential for a collaborative one window approach to aggregates reviews
#REF!	New Initiatives	DS	Digitization of property files		X	X	X	X	X	Ongoing - a subset of Building Software capital project - approximately 75% of files now scanned
#REF!	New Initiatives	DS	Zone 14 - Extractive Industrial zoning category review				X	X	X	Ongoing - background research initiated - public process anticipated Q2 - 2021
#REF!	New Initiatives	DS	Planning Fees Review				X	X	X	Project completed - to be implemented through Budget 2021
CASTLE KILBRIDE										
302	Capital Program	CK	Castle Kilbride Historic Flooring project		X	X	X			Project completed
303	Capital Program	CK	Wayfinding Signage for Administration Building							Project completed
304	Capital Program	CK	Wayfinding Interior Signage for Castle Kilbride							Project deferred to 2021 due to COVID-19.
305	Capital Program	CK	Historic front door repair at Castle Kilbride		X	X				Project completed
#REF!	Capital Program	CK	Artifact Storage Room review/assessment	X	X	X	X	X	X	Review completed; Rolled storage project to be completed in Q2 of 2021
#REF!	COVID-19	CK	Social Media Museum Campaign	X	X	X	X	X	X	Project completed; Included #MuseumFromHome and #RecFromHome as well as daily and weekly Facebook posts and tweets promoting the museum and Wilmot Township history.
#REF!	COVID-19	CK	Explore themed online exhibits	X	X	X	X	X	X	On-going
#REF!	COVID-19	CK	Explore online ticket purchasing for museum tours	X	X	X	X	X	X	Project completed; Staff researched and coordinated an online ticketing system using EventBrite. Pre-visit information and COVID protocol was featured as part of the ticket process to assist with screening upon arrival.
#REF!	COVID-19	CK/PFRS	COVID-19 Online Resources #MuseumFromHome and #RecFromHome	X	X	X	X	X	X	Project completed
#REF!	COVID-19	CK	Post-COVID Museum Plan with Re-opening Task Force	X	X					Project completed
#REF!	COVID-19	CK	Regional and Provincial Museum and Archives Group	X	X	X	X	X	X	On-going
#REF!	COVID-19	CK	Established a Historic House Museum Reopening Group	X	X					Project completed
#REF!	COVID-19	CK	Castle Kilbride Reopening Strategy	X	X					Project completed
#REF!	COVID-19	CK	Wilmot Emergency Control Group	X	X	X	X	X	X	On-going as required

Item	Functional Area	Department	Project Description	J	A	S	O	N	D	Notes
#REF!	COVID-19	CK	Training Manual for staff and volunteers	X	X	X	X	X	X	Project completed
#REF!	COVID-19	CK	Grant Application - Museums Assistance Program (MAP)		X					Completed; Grant application for emergency COVID relief for heritage collections was successful and \$28,456 was awarded. Funding will support rolled storage initiative on 2021.
#REF!	General	CK	Grant Applications - Summer Youth Employment	X	X					Project completed
#REF!	General	CK	Plan 2020 initiatives with Chairperson from Castle Kilbride							Project completed
#REF!	General	CK	Plan 2020 initiatives with Chairperson from Heritage Wilmot							Project completed
#REF!	General	CK	2020 Heritage Day							Project completed; Heritage Day was hosted Feb. 22 in New Dundee.
#REF!	General	CK	Castle Outdoor Summer Concert Series							Cancelled due to COVID-19
#REF!	General	CK	Drop-in' family days for recognized PD Days for Public, Separate and Home School groups							Cancelled due to COVID-19
#REF!	General	CK	Recruitment and Onboarding - Full-Time Museum Assistant							Deferred until 2021 due to COVID-19
#REF!	General	CK	Recruitment and Onboarding - Summer Staff	X	X	X	X	X	X	Project completed; Federal and Provincial funding agencies during COVID permitted museums to defer summer start dates for student employment. Students began work at Castle Kilbride mid-August and was a combination of PT and FT hours to accommodate online school.
#REF!	General	CK	Spring/Summer Programs and Events at Castle Kilbride							Cancelled due to COVID-19
#REF!	General	CK	Spring/Summer exhibits							Exhibits planned; implementation deferred due to COVID-19
#REF!	General	CK	Community Museum Operating Grant (CMOG)		X					Project Completed; remainder to be completed in 2021
#REF!	General	CK	Solicit Colleges/Universities for Internship proposals							Project completed in Q1; Implementation Deferred to 2021 due to COVID-19
#REF!	General	CK/ ILS	Review Terms of Reference for the Castle Kilbride and Heritage Wilmot Advisory Committees							Project deferred to 2021 due to COVID-19.
#REF!	General	CK	Update the Castle Kilbride Five Year Museum Plan							Project deferred to 2021 due to COVID-19.
#REF!	General	CK	Fall/Winter Exhibits							Exhibits suspended due to COVID-19
#REF!	General	CK	Winter Programs and Events				X	X	X	Regular programming cancelled due to COVID-19; Modified Christmas tours were offered
#REF!	General	CK	Research and Plan Draft 2021 Special Event and Exhibit list					X	X	Project Completed

Item	Functional Area	Department	Project Description	J	A	S	O	N	D	Notes
#REF!	General	CK / CAO	Continue Rural Tourism Strategies with Waterloo Region Tourism Marketing Corporation (WRTMC).	X	X	X	X	X	X	Ongoing; Welcomed last FAM Tour coordinated by WRTMC on February 27 which generated additional interest in Castle Kilbride and Wilmot Township from potential tour operators.
#REF!	New Initiatives	CK	Feature Series - New Hamburg Independent	X	X	X	X	X	X	Project completed; Coordinate featured articles specific to Castle Kilbride and Wilmot Township written by committee members, volunteers and staff
#REF!	New Initiatives	CK/COR	Asset Management - Cultural Asset Inventory	X	X					Project completed; Created a detailed inventory of all cultural assets complete with descriptions, value and photographs.
	New Initiatives	CK	Create and share videos promoting Castle Kilbride	X	X	X	X	X	X	Project completed; included videos that highlighted the re-opening of the museum, new flooring project and holiday season in Q4.
	New Initiatives	CK	Archives assessment and reorganization	X	X	X	X	X	X	Ongoing; Assessing and processing archival collections; reorganization of boxes or rehousing material to make best use of space; adding information to museum software.
#REF!	New Initiatives	CK	Update and refresh Castle Kilbride and Heritage Wilmot websites	X	X	X	X	X	X	Project completed; Further enhancements to occur in 2021
#REF!	Strategic Plan	CK	Designate Property under Part IV of the Ontario Heritage Act							Project deferred to 2021 due to COVID-19; Heritage Wilmot to provide direction.
#REF!	Strategic Plan	CK	Update Non-Designated Register of Heritage Properties	X	X	X	X	X	X	Ongoing; Heritage Wilmot to provide updated list Q2 of 2021
#REF!	Strategic Plan	CK	Research a Public Art Policy							Project deferred to 2021 due to COVID-19.
#REF!	Strategic Plan	CK / ILS	Prime Ministers Path Committee Support	X	X	X	X	X	X	Project paused by Council Resolution No. 2020-104.

Item	Functional Area	Department	Project Description	J	F	M	A	M	J	J	A	S	O	N	D	Notes
SENIOR MANAGEMENT TEAM / ALL DEPARTMENTS																
1	COVID-19	SMT	Emergency Control Group	X	X	X	X	X	X	X	X	X	X	X	X	
2	General	SMT	2021 Ten Year Capital Forecast Update	X	X											Project Completed.
3	General	SMT	2021 Municipal Budget	X	X											Project Completed.
4	General	SMT	2022 Municipal Budget						X	X	X	X	X	X	X	
5	General	SMT	Departmental Quarterly Reporting			X			X			X			X	
6	General	SMT	Annual Performance Management and Review Program									X	X	X	X	
7	General	ILS / SMT	Coalition of Inclusive Municipalities Application	X	X	X	X	X	X	X	X	X	X	X	X	
8	General	SMT	Departmental Website Content Review and Update							X	X	X	X	X	X	Ongoing.
9	General	SMT	Organizational Corporate Culture Review and Implementation									X	X	X	X	
OFFICE OF THE CAO																
10	Strategic Plan	CAO / COR / DS / PW&E	Employment Lands Development and Servicing	X	X	X	X	X	X	X	X	X	X	X	X	
11	Strategic Plan	CAO	Waterloo Region Tourism and Marketing Corporation	X	X	X	X	X	X	X	X	X	X	X	X	
12	Strategic Plan	CAO	Waterloo Economic Development Corporation	X	X	X	X	X	X	X	X	X	X	X	X	
13	Capital Program	CAO/ PFRS / COR	Library Services Facility Review													Project deferred pending implementation and review of consultants report.
14	Capital Program	CAO / FIRE / COR / ILS	Four (4) Township Joint Service Delivery Review		X	X	X	X	X	X	X	X	X	X	X	Consultant presented to Council February 22, 2021 - referred to staff for follow-up reports
15	COVID-19	CAO	COVID-19 Regional CAOs Working Group	X	X	X	X	X	X	X	X	X	X	X	X	
16	COVID-19	CAO	Rural Recovery Coordinating Committee	X	X	X	X	X	X	X	X	X	X	X	X	
17	COVID-19	CAO	Region Pandemic Control Group	X	X	X	X	X	X	X	X	X	X	X	X	
18	General	DS / PFRS / CAO	Mike Schout Wetlands Park steering committee	X	X	X	X	X	X	X	X	X	X	X	X	ongoing
19	General	CAO	Affordable Housing / Homelessness Regional Committee	X	X	X	X	X	X	X	X	X	X	X	X	Monthly meetings.
20	General	CAO / DS	Joint Review of Regional / Lower-Tier Planning Approvals	x	x	x	x	x	x	x	x	x	x	x	x	
21	General	CAO	Smart Waterloo Region										X	X	X	
22	General	CAO / DS / ILS / COR	New Hamburg Board of Trade / Liason	X	X	X	X	X	X							Discussions and Support to NHBOT
INFORMATION AND LEGISLATIVE SERVICES																

Item	Functional Area	Department	Project Description	J	F	M	A	M	J	J	A	S	O	N	D	Notes
23	Strategic Plan	ILS / PFRS / COR	Township Inclusivity and Diversity Advisory Committee		X	X	X	X								
24	Strategic Plan	ILS / SMT	Coalition of Inclusive Municipalities Application	X	X	X	X	X	X	X	X	X	X	X	X	
25	Strategic Plan	ILS	Prime Ministers Path Stakeholders Consultation	X	X	X	X	X	X	X	X					
26	Strategic Plan	CK / ILS	Prime Ministers Path Committee													Project paused by Council Resolution No. 2020-104.
27	Strategic Plan	ILS / CK / COR	Grant Application - Community Support, Multiculturalism and Anti-Racism Initiatives Program	X												Joint preparation a grant application submission to support The Prime Ministers Path Stakeholders Consultation Project
28	Strategic Plan	ILS	Review of the Accountability and Transparency Governance Policy							X	X	X	X	X		
29	Strategic Plan	ILS	Develop a "Who does What" Education Program						X	X	X	X	X	X	X	
30	Capital Program	ILS	Replacement of By-Law Enforcement Vehicle						X	X	X	X				
31	Capital Program	ILS	Records Management Modernization Project	X	X	X	X	X	X	X	X	X	X	X	X	Project to unfold over the next 2 years
32	Capital Program	CAO / FIRE / COR / ILS	Four (4) Township Joint Service Delivery Review		X	X	X	X	X	X	X	X	X	X	X	Consultant presented to Council February 22, 2021 - referred to staff for follow-up reports
33	Capital Program	ILS	Corporate Branding Implementation and Website Refresh	X	X	X	X	X	X	X	X	X	X	X	X	New brand endorsed. Style Guide for staff use created. Phased implementation underway.
34	COVID-19	ILS	Enforcement of Provincial Orders Relative to 2010 Novel Coronavirus	X	X	X	X	X	X	X	X	X	X	X	X	
35	COVID-19	ILS	Communications Of 2019 Novel Coronavirus Decisions, Updates, and General Information	X	X	X	X	X	X	X	X	X	X	X	X	
36	COVID-19	ILS	Area Clerks COVID-19 Working Group	X	X	X	X	X	X	X	X	X	X	X	X	
37	COVID-19	ILS	Regional Communications COVID-19 Working Group	X	X	X	X	X	X	X	X	X	X	X	X	
38	COVID-19	ILS	Regional Enforcement COVID-19 Working Group	X	X	X	X	X	X	X	X	X	X	X	X	
39	General	ILS	Governance Policy - Electronic Participation at Meetings			X	X	X	X							To reflect ongoing electronic participation post pandemic
40	General	ILS	Cannabis Retail Policy Statement				X	X	X							
41	General	ILS	Governance Policy - Committee Appointments		X	X	X									
42	General	ILS	Council Code of Conduct					X	X	X	X					Working with the Township Integrity Commission to update
43	General	CAO / DS / ILS / COR	New Hamburg Board of Trade / Liason	X	X	X	X	X	X							Discussions and Support to NHBOT
44	General	ILS	Rollout of 'Thank Your Neighbour' Program	X	X	X	X									
45	General	ILS	AODA Desk Audit		X	X										Follow-up with additional documentation
46	General	ILS	Review and update Flag and Proclamation Governance Policy			X	X	X								
47	General	ILS	Citizen of the Year				X	X	X	X	X	X				Establish a Citizen of the Year Nominating Committee

Item	Functional Area	Department	Project Description	J	F	M	A	M	J	J	A	S	O	N	D	Notes
48	General	ILS	Council for a Day Program 2021									X	X	X		To coincide with Local Government Week
49	General	ILS	Annual Review of GRAAC Membership									X	X	X	X	
50	General	ILS	Procedural By-law Review									X	X	X	X	
51	General	ILS	Committee Agenda, Minutes and Terms of Reference Templates and Posting Requirements		X	X	X	X								
52	General	ILS	Property Standards By-law Review	X	X	X	X	X	X	X	X	X	X			
53	General	CK / ILS	Review Terms of Reference for the Castle Kilbride and Heritage Wilmot Advisory Committees						X	X	X					Review and update as required.
CORPORATE SERVICES																
54	Strategic Plan	COR / PFRS	Financial Assistance Program for Seniors							X	X	X				
55	Strategic Plan	ILS / PFRS / COR	Township Inclusivity and Diversity Advisory Committee		X	X	X	X								
56	Strategic Plan	CAO / COR / DS / PW&E	Employment Lands Development and Servicing	X	X	X	X	X	X	X	X	X	X	X	X	
57	Strategic Plan	ILS / CK / COR	Grant Application - Community Support, Multiculturalism and Anti-Racism Initiatives Program	x												Joint preparation a grant application submission to support The Prime Ministers Path Stakeholders Consultation Project
58	Strategic Plan	COR	Asset Management - Defined Levels of Service			X	X	X								Workshops to occur with consultant in Q1.
59	Strategic Plan	COR	Asset Management Plan - Core Infrastructure Assets					X	X	X						
60	Strategic Plan	COR	Asset Management - Fleet Replacement Strategy				X	X								
61	Strategic Plan	COR	Establish Debt Management Governance Policy						X	X	X	X	X	X		
62	Strategic Plan	COR	Establish Municipal Investment Governance Policy					X	X	X						
63	Strategic Plan	COR	Review / Update Dedicated Infrastructure Investment Strategy										X	X	X	
64	Strategic Plan	COR	Reconciliation Action Plan Working Group	X	X	X	X	X	X	X	X	X	X	X	X	Staff representative participating on weekly meetings.
65	Capital Program	COR	Development Charges Study Update	X	X	X	X	X	X							Project initiated with Watson and Associates
66	Capital Program	COR	Office 365 Migration	X	X	X	X	X	X	X						
67	Capital Program	COR	Coroporate Phone System Replacement (Admin/WRC/PWOC)	X	X	X	X	X	X							Contract awarded to Execulink. Installation anticipated Q2.
68	Capital Program	COR	Network Infrastructure / Harware and Software Updates	X	X	X	X									IT Security Infrastructure installation to be complete by the end of Q1, 2021.
69	Capital Program	COR	Corporate Cell Phone Phones Renewal & Deployment		X	X	X	X								
70	Capital Program	COR	Municipal Accounting Software Upgrade					X	X	X	X					Project scope revised to include HR / Payroll software.
71	Capital Program	COR	Corporate Security Program						X	X	X					

Item	Functional Area	Department	Project Description	J	F	M	A	M	J	J	A	S	O	N	D	Notes
72	Capital Program	COR	Cyber Security Strategy & Disaster Recovery Plan						X	X	X					
73	Capital Program	DS / COR	New Hamburg Floodzone Backwater Valve Program (NDMP Grant)	X	X	X	X	X	X	X	X	X	X	X	X	application filed - program will commence if grant secured
74	Capital Program	CAO / FIRE / COR / ILS	Four (4) Township Joint Service Delivery Review		X	X	X	X	X	X	X	X	X	X	X	Consultant presented to Council February 22, 2021 - referred to staff for follow-up reports
75	Capital Program	CAO / PFRS / COR	Library Services Facility Review													Project deferred pending implementation and review of consultants report.
76	Capital Program	COR	Establish Corporate GIS Framework						X	X	X	X				
77	COVID-19	COR	Area Senior HR Managers COVID-19 Working Group	X	X	X	X	X	X	X	X	X	X	X	X	Weekly meetings to continue.
78	COVID-19	COR	Waterloo Region Area Treasurers COVID-19 Working Group	X	X	X	X	X	X	X	X	X	X	X	X	Weekly meetings to continue.
79	General	COR	Annual Legislative Reporting to MMAH		X	X										Project completed.
80	General	COR / PWE	Water Meter Audit				X	X	X							
81	General	COR / PWE	Water Leak Detection Program				X	X	X							
82	General	COR	Fees and Charges Review								X	X	X	X		
83	General	COR / PWE	Wilmot Water Financial Plan Update									X	X			
84	General	CAO / DS / ILS / COR	New Hamburg Board of Trade / Liason	X	X	X	X	X	X							Discussions and Support to NHBOT
85	General	COR	IT Business Plan Review / Update								X	X	X			
86	General	COR	Sustainability Committee Coordination	X	X	X	X	X	X	X	X	X	X	X	X	Virtual meetings ongoing.
87	General	COR	Staff Recruitment (Levels of Service)			X	X	X								
88	General	COR	Records Management for HR / Personnel Records			X	X	X	X	X	X	X	X	X	X	
89	General	COR	Corporate HR Guidelines Update / Training	X	X	X	X	X	X	X	X	X	X	X	X	
90	General	COR	Health and Safety Excellence Program						X	X	X	X				
91	General	COR	Violence and Harassment Policy Implementation and Training	X	X	X										Policy updated. Staff training to occur in Q1.
92	General	COR	Ergonomic Assessment Program					X	X	X	X					
93	General	COR	Job Hazard Assessments						X	X	X	X	X	X	X	
94	General	COR	Desktop Management Software & Help Desk Deployment	X	X	X	X	X								
95	General	COR	Develop and Implement a new IT Orientation Plan for New Staff						X	X	X					
96	General	COR	AMP it up 2.0 (Asset Management Plan Support)	X	X	X	X									Staff working with external consultant on asset management data governance

Item	Functional Area	Department	Project Description	J	F	M	A	M	J	J	A	S	O	N	D	Notes
97	General	COR	Asset Management - Work Order Management Software		X	X	X	X	X	X						Module deployed to environmental services and PFRS deployment ongoing.
98	General	COR	Review / Update Procurement By-Law					X	X	X	X	X				
99	General	COR	E-Bidding Platform Migration				X	X	X							
100	General	COR	Establish Centralized Vendor Contract Management Database							X	X	X				
101	General	COR	Establish Standardized Contractor / Consultant Evaluation Program						X	X	X					
102	General	COR	GHG Reporting to Ministry and Sustainable Waterloo Region		X					X	X					SWR reporting completed.
103	General	COR	Insurance Renewal Application with Waterloo Region Municipal Insurance Pool	X	X											Project completed.
104	General	COR	2020 Year End Financial Statements, FIR and Audit	X	X	X	X									
105	General	COR	OMPF Resource Group			X			X			X			X	
106	General	COR	Grant Application - FCM Municipal Asset Management Program	X	X	X	X									
107	General	COR	Grant Application - Investing in Canadian Infrastructure - Green Stream	X	X	X	X									
108	General	COR	Grant Application - Municipal Modernization Funding		X	X	X	X	X							
109	General	COR	Grant Application - Community Support, Multiculturalism and Anti-Racism Initiatives	X	X	X	X									
110	General	COR	Grant Application - National Disaster Mitigation Program	X	X	X	X									
111	General	COR	Grant Application - Investing in Canadian Infrastructure - COVID Stream	X	X	X										
112	General	COR	Grant Application - Celebrate Canada 2021	X	X	X										
113	General	COR	Update Reserve Fund By-Law							X	X	X				
114	General	COR	Diversity and Inclusion Training	X	X	X	X	X								Virtual training sessions to occur with Spectrum Community Space.
PARKS, FACILITIES AND RECREATION SERVICES																
115	Strategic Plan	PFRS / DS	Trails Master Plan - Implementation and Monitoring			X	X	X	X	X	X	X				
116	Strategic Plan	PFRS	Develop and obtain approval for an Affiliation Policy					X	X	X	X					Recommendation from Parks, Facilities and Recreation Master Plan
117	Strategic Plan	ILS / PFRS / COR	Township Inclusivity and Diversity Advisory Committee		X	X	X	X								
118	Strategic Plan	COR / PFRS	Financial Assistance Program for Seniors							X	X	X				
119	Strategic Plan	PFRS / PWE	Collaborate with Let's Tree Wilmot on tree planting initiatives				X	X				X	X			
120	Capital Program	PFRS	NH Library - Replace Rooftop HVAC Unit						X	X	X					Project deferred to 2022

Item	Functional Area	Department	Project Description	J	F	M	A	M	J	J	A	S	O	N	D	Notes
121	Capital Program	PFRS	NH Arena Maintenance & Repairs	X	X	X	X	X								Completion of recommendations from structural review
122	Capital Program	PFRS	Admin Complex - HVAC Replacement Project		X	X	X	X	X	X	X	X	X			Consultant has been retained, initiating design
123	Capital Program	PFRS	Admin Complex - LED lighting retrofit						X	X	X					
124	Capital Program	PFRS	Install Automatic Field Irrigation System at WRC									X	X	X		
125	Capital Program	PFRS	WRC (Aquatic Centre) LED lighting retrofit						X	X	X					
126	Capital Program	PFRS	Artificial Turf Field at Waterloo Oxford with WRDSB		X	X	X	X								Expected completion Q2 2021
127	Capital Program	PFRS	Electric Vehicle Charging Stations Project completion		X	X	X	X	X	X	X	X				Project underway. Locations are finalized. Project being led by the Region.
128	Capital Program	PFRS	Mausoleum Repairs - Riverside Cemetery			X	X	X	X	X						
129	Capital Program	PFRS / DS	Trail Development - Gibney Forest / Sandhills Road Multi-Use Pathway	X	X	X	X	X	X	X	X	X	X	X	X	RFP for construction has been issued
130	Capital Program	PFRS / DS	Trail Development - Nith River Pathway (RED Grant)	X	X	X	X	X	X	X	X	X	X	X	X	RFP for design has been issued
131	Capital Program	PFRS	Replace Fire Panel and System - Admin Building						X	X	X					
132	Capital Program	PFRS	Parks Operations Facility Space Needs Study & Design	X	X	X	X	X	X	X	X	X				Monteith Brown engaged and project commencing
133	Capital Program	PFRS	Rekeying Community Centres & Key Management Program			X	X	X								
134	Capital Program	CAO/ PFRS / COR	Library Services Facility Review													Project deferred pending implementation and review of consultants report.
135	Capital Program	PFRS	Removal of New Dundee concession building and Construction of memorial electrical Shed			X	X	X	X	X						
136	Capital Program	PFRS	Mannheim Multi-purpose Pad installation						X	X	X	X				
137	Capital Program & PFRS Master Plan	PFRS	Third Ice Pad Concept Design and Location Analysis	X	X	X	X	X	X	X	X	X				Monteith Brown engaged and project commencing
138	Capital Program & PFRS Master Plan	PFRS	Petersburg Playground Replacement			X	X	X	X							
139	Capital Program & PFRS Master Plan	PFRS	St. Agatha Playground Replacement			X	X	X	X							
140	COVID-19	PFRS	Regional Recreation Directors COVID-19 Task Force Committee and Wilmot Emergency Control Group	X	X	X	X	X	X	X	X	X	X	X	X	Ongoing meetings as required
141	COVID-19	PFRS	Update COVID-19 protocols and programming needs per legislation	X	X	X	X	X	X	X	X	X	X	X	X	
142	General	PFRS	Standard Operating Procedures Manual Development			X	X	X	X	X	X	X	X			Ongoing review & update Policies and Procedures for WRC and other Parks and Recreation operations.
143	General	DS / PFRS / PW&E	Municipal Tree Canopy Policy Consolidation					X	X	X	X					deferred due to Covid from 2020
144	General	PFRS	Review and update Fire Safety/Emergency Plan for New Hamburg CC	X	X	X										Expected completion Q2
145	General	PFRS	Manage and Monitor Goose Control Program	X	X	X	X	X	X	X	X	X				

Item	Functional Area	Department	Project Description	J	F	M	A	M	J	J	A	S	O	N	D	Notes
146	General	PFRS	Update Cemetery By-law, procedures and forms		X	X	X	X	X							Project underway.
147	General	PFRS	Update GRCA Land Management Agreement	X	X	X	X	X								
148	General	DS / PFRS / CAO	Mike Schout Wetlands Park steering committee	X	X	X	X	X	X	X	X	X	X	X	X	ongoing
149	General	PFRS	Update and Renew Seniors Woodworking Agreement	X	X	X	X	X								
150	General	PFRS	Update and Renew Wilmot Horticulture Society Agreement - 5 year	X	X											Project completed.
151	General	PFRS	Develop a marketing plan for WRC and Recreation programs & services							X	X	X	X	X		
152	General	PFRS	Develop a Recreation Programming mini-master plan to expand programming	X	X	X	X									
153	General	PFRS	Formalize agreements with minor sport organizations for office & storage		X	X	X	X	X	X						
154	General	PFRS	Joint Use Agreement with the WRSB for use of Artificial Turf Field		X	X	X									Agreement underway
155	General	PFRS	Update rental agreement terms and conditions	X	X	X										Project completed.
156	General	PFRS	Develop Pool, Ice and Field Allocation Guidelines and Procedures		X	X										Project completed.
157	General	PFRS	Develop maintenance practices for artificial turf field			X	X									
158	General	PFRS	Develop & Implement a Trails inspection and maintenance program					X	X	X	X	X	X			Inspection protocols have been developed.
159	General	PFRS	Review/rename Family Changerooms & Washrooms at WRC re: Gender equity		X	X	X									
160	Operating	PW&E / PFRS	Reforestation Program				X			X	X	X				
PUBLIC WORKS AND ENGINEERING																
161	Strategic Plan	PW&E / DS	Beckdale Trunk Sanitary Sewer EA and Construction	x	x	x	x	x	x	x	x	x	x	x	x	
162	Strategic Plan	PW&E	Bridge Street Bridge #34/B-T9 EA	x	x	x	x	x	x	x	x	x	x	x	x	
163	Strategic Plan	PW&E	Infrastructure Master Planning (Phase 1,2&3)-Undeground Infrastructure						x	x	x	x	x	x	x	
164	Strategic Plan	PW&E / DS	Morningside Trunk Sanitary Sewer EA	x	x	x	x	x	x	x	x	x	x	x	x	
165	Strategic Plan	PW&E	Sanitary Sewer I&I Reduction Program	x	x	x	x	x	x	x	x	x	x	x	x	
166	Strategic Plan	PW&E	Public Works Operations Facility Needs Study and Snow Storage Review					x	x	x	x	x	x	x	x	
167	Strategic Plan	PW&E / DS	RoW Water/Wastewater Master Plan (Regional Project Committee)	x	x	x	x	x	x	x	x	x	x	x	x	
168	Strategic Plan	PW&E	Sanitary System Infiltration Study	x	x	x	x	x	x	x	x	x	x	x	x	
169	Strategic Plan	PW&E	Infrastructure Standards and Specifications Manual							x	x	x	x	x	x	

Item	Functional Area	Department	Project Description	J	F	M	A	M	J	J	A	S	O	N	D	Notes
170	Strategic Plan	PW&E	Municipal Consent Requirements Manual			x	x	x	x							
171	Strategic Plan	PW&E	Shared Services and Joint Purchasing Initiatives	x	x	x	x	x	x	x	x	x	x	x		
172	Strategic Plan	PW&E	RoW Automated Speed Enforcement Implementation (Regional Project Committee)	x	x	x	x	x	x	x	x	x	x	x		
173	Strategic Plan	PW&E	Boundary Road Maintenance Framework/Agreements				x	x	x	x	x	x				
174	Strategic Plan	PFRS / PWE	Collaborate with Let's Tree Wilmot on tree planting initiatives				X	X				X	X			
175	Strategic Plan	CAO / COR / DS / PW&E	Employment Lands Development and Servicing	X	X	X	X	X	X	X	X	X	X	X	X	
176	Strategic Plan	PW&E	Utility Coordination and Network Upgrades (broadband expansion opportunities through SWIFT and other telecom providers)	x	x	x	x	x	x	x	x	x	x	x		
177	Capital Program	PW&E	Backhoe Loader (New)						x	x	x	x	x	x	x	
178	Capital Program	PW&E	Church & Wilmot Streets Reconstruction (Phase 1 and 2)	x	x	x	x	x	x	x	x	x	x	x		
179	Capital Program	PW&E	Consolidated Linear Infrastructure License	x	x	x	x	x	x	x	x	x	x	x	x	Project plan being developed to achieve timelines outlined by the Province. Ministry has advanced timelines to 2021.
180	Capital Program	PW&E	Gingerich Road Watermain Connection Improvements				x	x	x	x	x	x				
181	Capital Program	PW&E	Gravel Maintenance Program					x	x	x	x					
182	Capital Program	PW&E	Greenwood Drive Engineering							x	x	x	x	x		
183	Capital Program	PW&E	Guiderail and Chevron Program						x	x	x	x				
184	Capital Program	CK / PW&E	Holland Mills Bridge Heritage Commemoration sign						x	x	x	x				This project was deferred due to COVID. Heritage Wilmot to revisit this project with a Q3 completion date.
185	Capital Program	PW&E	Hannah & Lewis Reconstruction (Surface Works)									x	x			
186	Capital Program	PW&E	Lift Station Pumps and Controller Replacements							x	x	x	x	x		
187	Capital Program	PW&E	Municipal Drain Maintenance and Capital Works	x	x	x	x	x	x	x	x	x	x	x		
188	Capital Program	PW&E	Nafziger Road Watermain Reconstruction						x	x	x	x	x	x		
189	Capital Program	PW&E	OC Oxford Road 5 Culvert Replacements & Resurfacing (County Project)					x	x	x	x	x	x			
190	Capital Program	PW&E	Ontario Structure Inspections (OSIM) Bridge and Large Culvert Reviews				x	x	x	x	x	x	x	x	x	
191	Capital Program	PW&E	Radar Speed Display Signs			x	x	x	x	x	x	x				Permanent installation and mobile program
192	Capital Program	PW&E	Rail Crossing Signage and Markings					x	x	x	x					
193	Capital Program	PW&E	Replace 2009 Service Vehicle (311-10)	x	x	x	x									
194	Capital Program	PW&E	Replace 2011 Service Vehicle (403-12)				x	x	x	x						

Item	Functional Area	Department	Project Description	J	F	M	A	M	J	J	A	S	O	N	D	Notes
195	Capital Program	PW&E	Replace CCTV Lateral Camera cw Sonic Locator					x	x	x	x	x				
196	Capital Program	PW&E	RoW Notre Dame Drive Reconstruction (Regional Project Committee)	x	x	x	x	x	x	x	x	x	x	x	x	
197	Capital Program	PW&E	Servicing Study and Preliminary Design (Baden West)						x	x	x	x	x	x	x	
198	Capital Program	PW&E	Sidewalk Repairs and Replacement Program			x	x	x	x	x	x	x				
199	Capital Program	PW&E	RoW Snyder's Road Reconstruction (Regional Project Committee)	x	x	x	x	x	x	x	x	x	x	x	x	
200	Capital Program	PW&E	Surface Treatment Program			x	x	x	x	x	x	x				
201	Capital Program	PW&E	Tye Road #28C-T13 Culvert Repairs Engineering						x	x	x	x	x	x	x	
202	Capital Program	PW&E	RoW Baden/NH Trunk Watermain Design (Regional Project Committee)					x	x	x	x	x	x	x	x	
203	General	PW&E	Internal Drinking Water Quality Management System (DWQMS) Audit						x	x	x	x	x	x	x	
204	General	PW&E	Municipal Drinking Water Systems - License Renewals	x	x	x	x									
205	General	COR / PW&E	Wilmot Water Financial Plan Update										X	X		
206	General	PW&E	Sidewalk and Parking Lot Maintenance - Term Contract			x	x	x	x							
207	General	PW&E	Website Content Review and Update	x	x	x	x	x				x	x			
208	General	COR / PW&E	Water Meter Audit				X	X	X							
209	General	COR / PW&E	Water Leak Detection Program				X	X	X							
210	General	DS / PFRS / PW&E	Municipal Tree Canopy Policy Consolidation					X	X	X	X					deferred due to Covid from 2020
211	Operating	PW&E	Gravel Maintenance Program Review			x	x	x	x	x	x					
212	Operating	PW&E	MTO Hwy 7&8 Overpass Repairs (Multi-year various locations)											x	x	
213	Operating	PW&E / PFRS	Reforestation Program				x			x	x	x				
214	Operating	PW&E	RoW Nafziger Road/Snyder's Road West Intersection (Regional Project Coordination)										x	x	x	
215	Operating	PW&E	RoW New Dundee Water Treatment Wells (Regional Project Coordination)					x	x	x	x					
216	Operating	PW&E	RoW Regional Shingletown Wells Treatment EA (Regional Project Coordination)					x	x	x	x					
217	Operating	PW&E	RoW Regional Roads - Winter Control Review	x	x	x	x	x	x							
218	Operating	PW&E	RoW Regional Snow Storage Review (Regional Project Coordination)				x	x	x	x	x					
219	Operating	PW&E	Row Trussler Road EA/Construction (Regional Project Coordination)	x	x	x	x	x	x	x	x	x	x			

Item	Functional Area	Department	Project Description	J	F	M	A	M	J	J	A	S	O	N	D	Notes
220	Operating	PW&E	Traffic and Parking ByLaw Schedule Review											x	x	
FIRE SERVICES																
221	Capital Program	CAO / FIRE / COR / ILS	Four (4) Township Joint Service Delivery Review		x	x	x	x	x	x	x	x	x	x	x	Consultant presented to Council February 22, 2021 - referred to staff for follow-up reports
222	Capital Program	FIRE	Replacement Pumper 611	x	x	x	x	x	x	x	x	x	x	x		
223	Capital Program	FIRE	Fire Department Pickups	x	x	x	x	x	x	x						
224	Capital Program	FIRE	Annual Medical Recertification/BLS/Medical Oversight		x	x	x					x	x	x		
225	Capital Program	FIRE	Annual Mandatory Fire Pump Testing Program					x	x	x						
226	Fire Master Plan	FIRE	Station 3 Back up Location (Flooding Event)				x	x	x	x	x	x	x	x	x	FMP Recommendation #18
227	Fire Master Plan	FIRE	Emergency Management Training							x	x	x	x	x		FMP Recommendation #21
228	Fire Master Plan	FIRE	Review/Update By-Law to Establish a Fire Department	x	x	x										FMP Recommendation #1 Bylaw approved by Council Feb 22, 2021
229	Fire Master Plan	FIRE	Community Fire Inspection Program	x	x	x	x	x	x	x	x	x	x	x	x	FMP Recommendation #5 Continue and Ongoing
230	Fire Master Plan	FIRE	Technical Rescue - Awareness Program			x	x	x	x	x	x					FMP Recommendation #8 and #12 Continue and Ongoing
231	Fire Master Plan	FIRE	Technical Rescue - Water and Ice Tech Training	x	x						x	x	x			FMP Recommendation #8 and #12 Continue and Ongoing
232	Fire Master Plan	FIRE	Operations Training - Water and Ice		x	x	x	x			x	x	x			FMP Recommendation #8 and #12 Continue and Ongoing
233	Fire Master Plan	FIRE	Annual Recruitment and Retention Program							x	x	x	x	x	x	Recommendation #13 Continue and Ongoing
234	COVID-19	FIRE	Wilmot Emergency Control Group	x	x	x	x	x	x	x	x	x	x	x		Ongoing support during Covid Pandemic
235	COVID-19	FIRE	Re-opening Task Force Committee	x	x	x	x	x	x	x	x	x	x	x		Ongoing support during Covid Pandemic
236	COVID-19	FIRE	Regional COVID Vaccine Task Force Advisor	x	x	x	x	x	x	x	x	x	x	x		Advisor role as CEMC for the Township
237	COVID-19	FIRE	CEMC - Regional COVID-19 Control Group	x	x	x	x	x	x	x	x	x	x	x		Ongoing support during Covid Pandemic
238	General	FIRE	Hose Testing			x	x	x	x	x	x	x				
239	General	FIRE	DZ Licensing			x	x	x	x	x	x	x				
240	General	FIRE	Live Fire Training						x	x		x	x			
241	General	FIRE	Flood Preparedness/Emergency Preparedness Public Education	x	x	x	x	x	x	x	x	x	x	x		
242	General	FIRE	Pro Board Certification	x	x	x	x	x	x	x	x	x	x	x		
243	General	FIRE	Firefighter Green Light Public Education Program	x	x	x	x	x	x							

Item	Functional Area	Department	Project Description	J	F	M	A	M	J	J	A	S	O	N	D	Notes
244	General	FIRE	Firefighter Training Records Management	X	X	X	X	X	X	X	X	X	X			
245	General	FIRE	FirePro Station Inventory Updates	X	X	X	X	X	X	X	X	X	X			Migrated to the new RMS platform
246	General	FIRE	Revision / Updating of Departmental SOG's	X	X	X	X	X	X	X	X	X	X			
247	General	FIRE	Recruit Firefighter Training	X	X	X	X	X	X	X	X	X	X			
248	General	FIRE	Burn Bylaw Review/Update	X	X	X	X	X	X	X						
249	General	FIRE	Fire Route Bylaw/Update			X	X	X	X	X	X					
250	General	FIRE	First Aid Certification - New Recruits		X	X	X	X								
251	General	FIRE	Preplanning Properties for Solar, Private Hydrants, water Supplies, etc.	X	X	X	X	X	X	X	X	X	X			
252	General	FIRE	Township Lock Box Maintenance Program	X	X	X	X	X	X	X	X	X	X			
253	General	FIRE	Dry Hydrant Inspection Program	X	X	X	X	X	X	X	X	X	X			
254	General	FIRE	Private Hydrant Inspection Program	X	X	X	X	X	X	X	X	X	X			
255	General	FIRE	Door to Door Smoke Alarm Program				X	X	X	X	X					
256	General	FIRE	Fire Prevention/Pub Ed - Schools, Rural Residence	X	X	X	X	X	X	X	X	X	X			
257	General	FIRE	Company Officer Training	X	X	X	X	X	X	X	X	X	X			
258	General	FIRE	Comprehensive Pandemic Response Policy	X	X	X	X	X	X	X	X	X	X			Reviewed monthly
259	General	FIRE	Area Fire Chief Working Group	X	X	X	X	X	X	X	X	X	X			
260	General	FIRE	P25 Voice Radio Executive Committee	X	X	X	X	X	X	X	X	X	X			
261	General	FIRE	P25 Operations Committee	X	X	X	X	X	X	X	X	X	X			
262	General	FIRE	Review and Update Internal Exams and Hiring Documents	X	X	X	X	X	X	X	X	X	X			Recommendation #12 and #13 Continue and Ongoing
263	General	FIRE	Fire Safety Plans – Township Facilities	X	X	X	X	X	X	X	X	X	X			
264	General	FIRE	Gas Detection Equipment	X	X	X	X	X								
265	General	FIRE	Thermal Imaging Cameras	X	X	X	X	X	X							
266	General	FIRE	Rescue 617 Replacement	X	X	X	X	X	X	X	X	X	X			
267	General	FIRE	Showers Womens washroom Station 1 Baden	X	X	X	X	X	X	X						Architectural, Engineering completed, awaiting final quote
268	General	FIRE	Station 1 Ashphalt Repairs	X	X	X	X	X	X	X						

Item	Functional Area	Department	Project Description	J	F	M	A	M	J	J	A	S	O	N	D	Notes
269	General	FIRE	Station 2 Asphalt Repairs	X	X	X	X	X	X	X						
270	General	FIRE	Medical Training Equipment	X	X	X	X	X								
271	General	FIRE	Modernize Fire Department Records Management System (RMS)	X	X	X	X	X	X	X	X	X	X			Working in colloaboration with Kitchener FD Dispatch
272	General	FIRE	Bunker Gear Racks Station 1 Baden		X	X	X	X	X							
273	General	FIRE	Equipment - Hose, Appliances, Master Streams						X	X	X	X	X	X		
DEVELOPMENT SERVICES																
274	Strategic Plan	PFRS / DS	Trails Master Plan - Implementation and Monitoring			X	X	X	X	X	X	X				
275	Strategic Plan	PW&E / DS	RoW Water/Wastewater Master Plan (Regional Project Committee)	x	x	x	x	x	x	x	x	x	x	x	x	
276	Strategic Plan	PW&E / DS	Beckdale Trunk Sanitary Sewer EA and Construction	x	x	x	x	x	x	x	x	x	x	x	x	
277	Strategic Plan	PW&E / DS	Morningside Trunk Sanitary Sewer EA	x	x	x	x	x	x	x	x	x	x	x	x	
278	Strategic Plan	CAO / COR / DS / PW&E	Employment Lands Development and Servicing	X	X	X	X	X	X	X	X	X	X	X	X	
279	Capital Program	DS / COR	New Hamburg Floodzone Backwater Valve Program (NDMP Grant)	X	X	X	X	X	X	X	X	X	X	X	X	application filed - program will commence if grant secured
280	Capital Program	PFRS / DS	Trail Development - Gibney Forest / Sandhills Road Multi-Use Pathway	X	X	X	X	X	X	X	X	X	X	X	X	RFP for construction has been issued
281	Capital Program	PFRS / DS	Trail Development - Nith River Pathway (RED Grant)	X	X	X	X	X	X	X	X	X	X	X	X	RFP for design has been issued
282	Capital Program	DS / CK	Cultural Heritage Landscape Study (partners with RMOW / UW)	X	X	X	X	X	X	X	X	X	X	X	X	Background research underway, public consultation in Q2
283	COVID-19	DS	BESTWR Committee's - Industry, Construction, Agriculture, Tourism	X	X	X	X	X	X	X						Meetings will continue as needed
284	COVID-19	DS	Regional Patio Working Grroup	X	X	X	X	X	X							Meetings ongoing to develop 2021 policy guideline
285	COVID-19	DS	Regional Planning Directors COVID-19 Working Group and Wilmot ECG	X	X	X	X	X	X	X	X	X	X	X	X	Meetings ongoing
286	COVID-19	DS	Implementation of COVID-19 Protocols / Procedures for Buildng Inspections	X	X	X	X	X	X	X	X	X	X	X	X	Implementation modified depending on Provincial order as needed
287	General	CAO / DS	Joint Review of Regional / Lower-Tier Planning Approvals	x	x	x	x	x	x	x	x	x	x	x	x	
288	General	DS / PFRS / CAO	Mike Schout Wetlands Park steering committee	X	X	X	X	X	X	X	X	X	X	X	X	ongoing
289	General	DS	Regional Municipal Comprehensive Review (MCR) - growth plan to 2051	X	X	X	X	X	X	X	X	X	X	X	X	Director sits as member of Municipal Working Group
290	General	DS	RMOW JART (Joint Agency Review Team) for aggregate applications	X	X	X	X	X	X	X	X	X	X	X	X	discussions ongoing
291	General	DS	Zone 14 - Extractive Industrial zoning category review	X	X	X	X	X	X	X	X	X				background research Q1, presentation to Council and public Input Q2, report to Council Q3
292	General	DS / PFRS / PW&E	Municipal Tree Canopy Policy Consolidation					X	X	X	X					deferred due to Covid from 2020

Item	Functional Area	Department	Project Description	J	F	M	A	M	J	J	A	S	O	N	D	Notes
293	General	DS	Sign Bylaw Review					X	X	X	X					deferred due to Covid from 2020
294	General	CAO / DS / ILS / COR	New Hamburg Board of Trade / Liason	X	X	X	X	X	X							Discussions and Support to NHBOT
CASTLE KILBRIDE																
295	Strategic Plan	ILS / CK / COR	Grant Application - Community Support, Multiculturalism and Anti-Racism Initiatives Program	x												Joint preparation a grant application submission to support The Prime Ministers Path Stakeholders Consultation Project
296	Strategic Plan	CK	Explore designation of property under Part IV of the Ontario Heritage Act					x	x	x						Heritage Wilmot to explore opportunities in 2021
297	Strategic Plan	CK	Update Non-Designated Register of Heritage Properties	x	x	x	x	x	x							Heritage Wilmot to provide updated list Q2/Q3 to Council
298	Strategic Plan	CK	Research a Public Art Policy						x	x	x	x	x	x	x	Research and creation of a Public Art policy to help guide the Township
299	Strategic Plan	CK / ILS	Prime Ministers Path Committee													Project paused by Council Resolution No. 2020-104.
300	Capital Program	CK	Wayfinding Interior Signage for Castle Kilbride					x	x	x						This project was deferred due to COVID. Staff will explore best sigange practice for the museum noting new COVID protocol in place for tourism.
301	Capital Program	CK/PWE	Holland Mills Bridge Heritage Commemoration sign						x	x	x	x				This project was deferred due to COVID. Heritage Wilmot to revisit this project with a Q3 completion date.
302	Capital Program	CK	Rolled Shelving for artifact storage room		x	x	x	x								A grant application for heritage collections was successful and \$28,456 was awarded in 2020. Project to be completed in Q2/Q3
303	Capital Program	DS / CK	Cultural Heritage Landscape Study (partners with RMOW / UW)	x	x	x	x	x	x	x	x	x	x	x	x	Background research underway, public consultation in Q2
304	COVID-19	CK	Post-COVID Museum Plan with Re-opening Task Force	x	x	x	x									Staff to review previous plan and alter as required to ensure a safe reopening on April 3, 2021
305	COVID-19	CK	Wilmot Emergency Control Group													Meetings as required
306	COVID-19	CK	Training Manual for staff and volunteers for museum reopening	x	x	x										To be completed and introduced through training with PT staff.
307	General	CK	Grant Application - Community Museum Operating Grant (CMOG)		x	x										Submit final requirement for Ministry of Culture's operating grant for the museum
308	General	CK	Grant Application - Young Canada Works	x												Write and submit for federal wage subsidy student grant
309	General	CK	Grant Application - Canada Summer Jobs	x												Write and submit for federal wage subsidy student grant
310	General	CK	Set event and exhibit schedules for 2021 (Including contingency plans)	x	x											Include contingency plans to modify events to accommodate safety measures.
311	General	CK	Create social engagement program for 2021 (printed, video, social media posts)	x	x	x										Create Facebook posts, tweets and videos promoting the museum; Coordinate and submit articles based on specific themes for various publications.
312	General	CK	Explore online exhibits				x	x	x	x						Creation of online exhibits to engage the public
313	General	CK	Artifact inventory			x	x	x								Conduct inventory of contents inside each room of Castle Kilbride, as well as artifacts in storage. Verify and assess condition
314	General	CK	Explore virtual programming				x	x	x	x						Exploring new venue to engage the public
315	General	CK	Plan 2021 initiatives with Chairperson from Castle Kilbride	x	x											Establish meeting schedules and goals for the committee
316	General	CK	Plan 2021 initiatives with Chairperson from Heritage Wilmot	x	x											Establish meeting schedules and goals for the committee

Item	Functional Area	Department	Project Description	J	F	M	A	M	J	J	A	S	O	N	D	Notes
317	General	CK	Heritage Day 2021	x	x											Creation of an online social media campaign in lieu of an in person event hosted by Heritage Wilmot; Coordinated written articles highlighting Heritage Week to be featured in the New Wilmot Independent's Heritage Edition by committee members.
318	General	CK	Recruitment and Onboarding - Full-Time Museum Assistant			x	x	x								This position was approved as part of the 2020 budget process and deferred due to COVID. Anticipated start for new position is early May.
319	General	CK	Review and update museum policies					x	x	x	x	x	x	x		Review current and update as needed with the Castle Kilbride Advisory Committee; Also includes review of Castle Kilbride's Five Year Plan as per requirement for CMOG.
320	General	CK	Archives Room reorganization	x	x	x	x	x	x	x	x					Ongoing; Assessing and processing archival collections; reorganization of boxes or rehousing material to make best use of space; adding information to museum software.
321	General	CK	Update and refresh Castle Kilbride and Heritage Wilmot websites		x	x	x	x								Review of current sites to enhance or update information.
322	General	CK	Recruitment and Onboarding - Summer Staff					x	x	x	x					Based on grant approvals, summer staff to commence mid-June.
323	General	CK / ILS	Review Terms of Reference for the Castle Kilbride and Heritage Wilmot Advisory Committees							x	x	x				Review and update as required.
324	General	CK	Research and Plan Draft 2022 Special Event and Exhibit list									x	x	x	x	Creation of a schedule for 2022 promotion.



TOWNSHIP OF WILMOT

INFORMATION AND LEGISLATIVE SERVICES *Staff Report*

REPORT NO: ILS 2021-08

TO: Council

SUBMITTED BY: Dawn Mittelholtz, Director of Information and Legislative Services / Municipal Clerk

PREPARED BY: Dawn Mittelholtz, Director of Information and Legislative Services / Municipal Clerk

REVIEWED BY: Grant Whittington, CAO

DATE: March 22, 2021

SUBJECT: Award of Contract, Request for Proposal (RFP) 2021-01
Electronic Agenda and Meeting Management Solution

RECOMMENDATION:

THAT RFP 2021-01 be awarded to eSCRIBE, for the provision of electronic agenda, meeting management, and webcasting online modules and services, as per their proposal submitted on February 10, 2021, in the amount of \$34,675, plus HST.

SUMMARY:

Electronic agenda and meeting management software is used by government bodies and corporations around the world to streamline processes and increase efficiencies. This software provides a more accessible, easy-to-use product for the public, Council, and staff.

Due to the changes to the Township's operations over the past year, the scope of work for this project was updated to include additional online services, including live streaming Council and committee meetings.

REPORT:

As part of the Records Management Modernization project approved by Council in the 2020 Budget, Information and Legislative Services staff, with the help of Corporate Services,

This information is available in accessible formats upon request

released RFP 2021-01 in early 2021. Due to the prioritization of the ongoing pandemic and its affects on staff time, this RFP was released later than anticipated.

The RFP was made available online through the Township's e-bidding site. There was a total of five (5) plan takers, with three (3) bids received at time of close on February 10, 2021.

An internal selection committee consisting of staff from Information and Legislative Services, Public Works and Engineering, and Corporate Services reviewed and evaluated the proposals based on the following evaluation criteria:

Section	Criteria	Description	Points
1	Understanding and Approach	Knowledge of the project and deliverable process	25
2	Experience and References	Past experience on similar projects and references	15
3	Project Manager and Team	Individual team members educations and experience	15
4	Alignment with Requirements	How well did proposed deliverables meet expectations	30
5	Price	Cost to successfully complete project scope	15

The proposals were evaluated and scored for adequacy to address the requested project scope. Following that, the fees were evaluated separately, and a final selection was made based on the comprehensive evaluation criteria.

As a result of the highest-ranking proposal, eSCRIBE is recommended to be authorized for award, at a cost of \$34,675, plus HST.

eSCRIBE is an established supplier to municipalities across Ontario with excellent references and a good track record. They have established partnerships with eSolutions, the Township's website provider, and Microsoft Office 365 which equates to a harmonious integration.

The modules received as part of the successful bid includes modules for the streamlining and automation of meeting agendas and minutes, a secure access portal for members of Council, preparation and approval of staff reports, delegation request management, and end-to-end storage and streaming of Council and committee meetings. With the modules provided, the eSCRIBE solution meets Accessibility for Ontarians with Disabilities Act requirements. During the 2020 Budget, electronic meeting participation was not as prevalent as we know it today. As a result of the pandemic, the specifications included in the RFP were altered to include webcasting either through an integrated online module or through YouTube. Township staff are not anticipating in-person Council Meetings to resume in the near future, and proper preparation must be in place for business continuity in the event of future emergencies.

Whereas YouTube provides excellent online streaming services and has served the Township well, it is staff's recommendation to move away from broadcasting on YouTube and have webcasting integrated into the Township's website. Doing so ensures corporate control of the data and removes the uncertainties of being reliant upon third-party policies for online content and technology or features that can be changed without warning.

Due to the addition of electronic meeting participation as an ongoing component of Township meetings, the cost for the project, if approved, would exceed the original budgeted amount from 2020. Live streaming and ongoing access to recordings of meetings has been well received by the public and informal feedback from residents has indicated their hope for this to continue. Although not included in the budget, the value for this level of community engagement can justify the expense.

ALIGNMENT WITH THE TOWNSHIP OF WILMOT STRATEGIC PLAN:

The procurement of electronic agenda and meeting management, including webcasting promotes three strategies included in the Strategic Plan; Responsible Governance, Quality of Life and Community Engagement.

FINANCIAL CONSIDERATIONS:

The following funding sources were identified in the 2020 Capital Budget process for Records Management Modernization at the Township.

Funding Source	Amount
Municipal Modernization Funding – Formula Allocation	\$ 15,000
Total Budget	\$ 15,000

Through the recently announced 2021 COVID-19 Recovery Funding, the Township was allocated an additional \$391,615 to support COVID-19 operating costs and pressures.

As noted within this report the scope of work was revised substantially to include provisions for electronic meeting participation and online webcasting. It is proposed that the additional costs to complete this transition to a common platform for agenda building, meeting management and electronic participation, be sourced from the 2021 COVID-19 Recovery Funding. The shift to electronic meeting and webcasting is most assuredly aligned with the unforeseen and immediate pressures of COVID-19 on municipal operations.

Moving forward, this new software platform will result in annual licensing and maintenance fees for the Township. These costs of approximately \$27,000 will be incorporated within the proposed 2022 Municipal operating budget.



TOWNSHIP OF WILMOT

PUBLIC WORKS & ENGINEERING Staff Report

REPORT NO: PW 2021-04

TO: Council

SUBMITTED BY: Jeff Molenhuis, P. Eng., Director of Public Works & Engineering

PREPARED BY: Bryan Bishop, C.E.T., Manager of Engineering

REVIEWED BY: Grant Whittington, CAO

DATE: March 22, 2021

SUBJECT: Automated Speed Enforcement Program – Update and Endorsement of Additional Location

RECOMMENDATION:

THAT Report 2021-04 regarding the Automated Speed Enforcement Program – update and endorsement of additional locations be received for information;

AND THAT Snyder's Road West – Sir Adam Beck Public School be endorsed as the second program location within the Region of Waterloo Program;

SUMMARY:

In 2019, the Safer School Zones Act amended the Highway Traffic Act to permit municipalities to use Automated Speed Enforcement (ASE) to improve road safety. In 2020, the Region of Waterloo initiated this program through the Region of Waterloo. Township Council supported the Region's program, and the objective of lower vehicle operating speeds in school zones, by approving report PW 2020-15 which included the Township's first ASE location on Bridge Street by the New Dundee Public School. The anticipated installation date for the Bridge Street location is tentatively scheduled for Spring 2021.

The Region informed area municipalities that one additional location can be added to the 2021 phase of the program. With the phased approach, Township staff are recommending Sir Adam Beck Public School on Snyder's Road in Baden as the additional location to be added. The expected timing of the additional location installation will be fall 2021.

BACKGROUND:

As noted in report PW 2020-15, this legislation allows municipalities to use ASE exclusively in school zones and community safety zones. The Region and area municipalities are implementing ASE within the Region as a whole, focusing on school zones. This is a Region-led project, with input and recommendation on locations from Township staff.

All costs associated with the implementation and maintenance of all ASE site locations, provided they are Regional roads, will be responsibility of the Region.

REPORT:

With previous Township Council endorsement of the ASE location at New Dundee Public School, implementation has been on-going through the Region. Area municipality staff continue to support the program objectives, including reduction of vehicle operating speeds to enhance user safety within school zones. Region staff advised the area municipality group that one additional ASE location may be feasible in 2021. This was formally approved by Regional council on January 20, 2021. Township staff are recommending endorsement of Sir Adam Beck Public School on Snyder's Road West in Baden for the additional location. Installation timing is anticipated in Fall 2021.

In a previous report on this initiative, PW 2020-15 provided the following four (4) site locations noted below:

1. Bridge Street – New Dundee Public School (endorsed in 2020 with implementation in Spring 2021)
2. Snyder's Road West – Sir Adam Beck Public School (recommended for endorsement in this report)
3. Snyder's Road West – Waterloo Oxford Secondary School (to be considered for endorsement in future Council reporting)
4. Waterloo Street – Forest Glen Public School (to be considered for endorsement in future Council reporting)

Criteria used to prioritize sites was generally based on, but not necessarily limited to, speed limit compliance, historical pedestrian collisions, traffic volume, presence of sidewalk, boulevard space to install the equipment, and student demand walking to school.

ALIGNMENT WITH THE TOWNSHIP OF WILMOT STRATEGIC PLAN:

This initiative supports the goals and strategies of enhancing:

- Quality of Life through Accessibility and Inclusivity, Active Transportation and Transit;
- Community Engagement through Support for Youth; and
- Responsible Governance through Active Communications and Fiscal Responsibility.

FINANCIAL CONSIDERATIONS:

There are no financial implications with the recommendations of this report. All Capital and Operating costs for the ASE program will be funded by the Region of Waterloo.

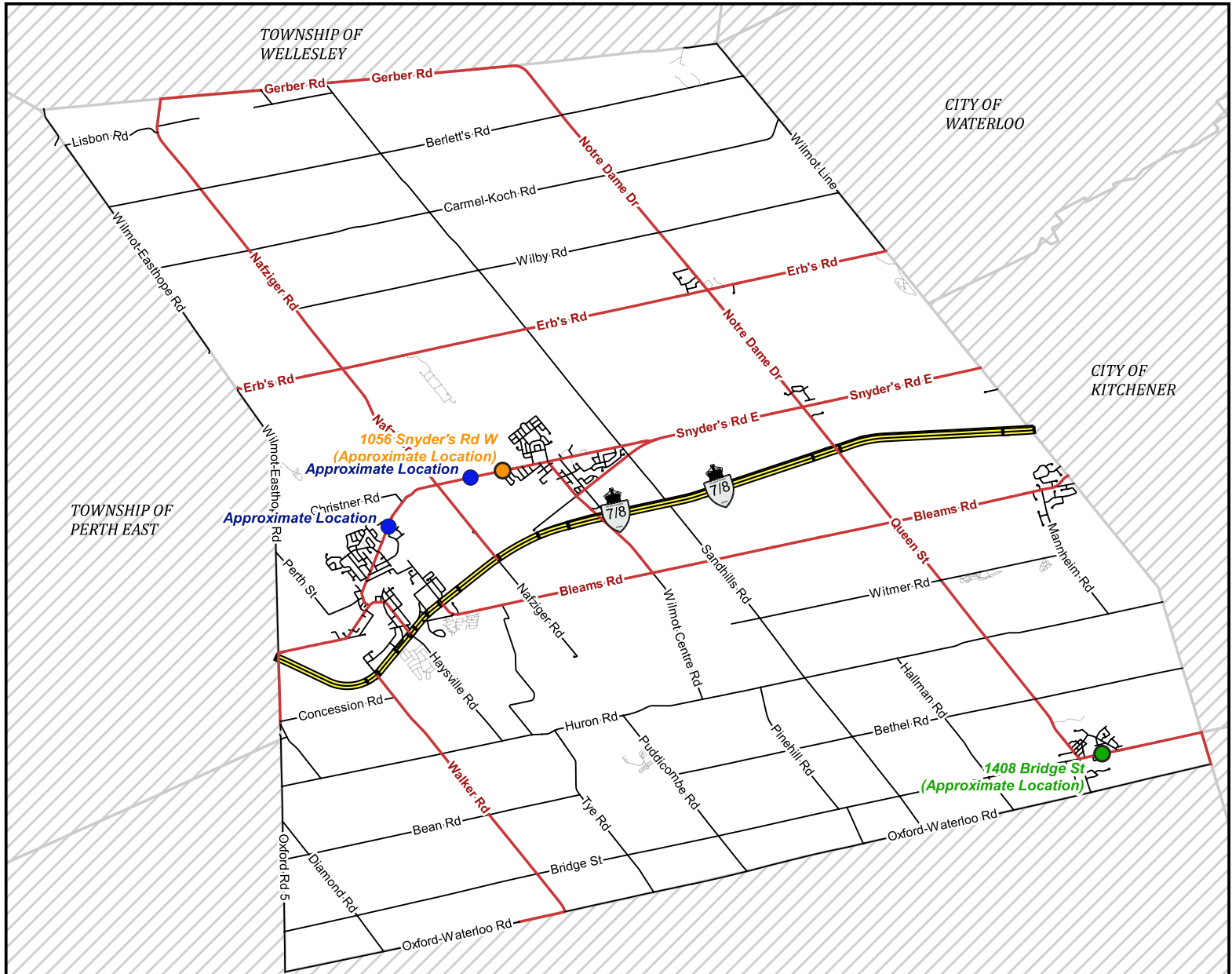
ATTACHMENTS:

Figure 1 – Automated Speed Enforcement Locations

Figure 1 Automated Speed Enforcement Locations

March 2021

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Legend

Automated Speed Sign Camera Approximate Locations

- Endorsed ●
 - New Dundee Public School
- Recommended for Endorsement ●
 - Sir Adam Beck Public School
- Subject to Further Reporting and Future Endorsement ●
 - Waterloo Oxford Secondary School
 - Forest Glen Public School

Roads

- Ministry of Transportation ▬▬▬
- Region of Waterloo ▬▬▬
- Wilmot ▬▬▬
- Private ▬▬▬

TOWNSHIP OF
BLANDFORD-BLENHEIM

Typical ASE Layout





TOWNSHIP OF WILMOT

PUBLIC WORKS & ENGINEERING Staff Report

REPORT NO: PW2021-05

TO: Council

SUBMITTED BY: Jeff Molenhuis, P. Eng., Director of Public Works & Engineering

PREPARED BY: Curtis Schaerer, C.Tech, Engineering Technologist

REVIEWED BY: Grant Whittington, CAO

DATE: March 22, 2021

SUBJECT: Annual Surface Treatment Program – Award of Contract

RECOMMENDATION:

THAT RFT 2021-05 be awarded to Cornell Construction Limited of Brantford, ON for the Annual Surface Treatment Program, as per their bid submission dated March 3, 2021, in the amount of \$286,054.00, plus HST.

SUMMARY:

This report outlines the tender processes and recommends award of tender to the successful contractor for the application of surface treatment for the Township's Surface Treatment Program.

BACKGROUND:

The 2021 Surface Treatment Program continues the past practice of upgrading the service level of existing gravel roads to hard surface roads. In addition, the 2021 Surface Treatment Program includes the renewal of existing surface treated roadways by reapplying new surface treatment to these roads.

The 2021 Public Works & Engineering Work Program identified the application of surface treatment to the following Township roads:

- Nafziger Road (Bleams Road to South Limit) - Triple Surface
- Wilby Road (Sandhills Road to Nafziger Road) – Single Surface

There are additional works required on Oxford Road 5, which is a boundary road shared with Oxford County. The County is planning to tender these works later in the year.

REPORT:

On February 8, 2021, the tender document was made available online through the Township's e-bidding site. There was a total of six (6) plan takers, with a total of three (3) bids received at time of close on March 4, 2021.

The lowest bid received was from Cornell Construction Limited of Brantford, ON at a cost of \$286,054.00 plus HST. The low bidder has provided the appropriate bid bond documentation.

Results of the bids received are summarized below:

Bidder	Location	Bid Amount
Cornell Construction Limited	Brantford, ON	\$ 286,054.00
Duncor Enterprises Inc.	Barrie, ON	\$ 314,519.00
NorJohn Contracting and Paving Limited	Niagara Falls, ON	\$ 485,357.00
<i>AVERAGE BID</i>		<i>\$ 361,976.67</i>

The above figures do not include HST. The bids include a \$30,000 contingency allowance for material testing and any unforeseen expenses encountered during construction.

ALIGNMENT WITH THE TOWNSHIP OF WILMOT STRATEGIC PLAN:

This initiative supports the goals and strategies of enhancing:

- Quality of Life through Accessibility and Inclusivity, Active Transportation and Transit; and
- Responsible Governance through Active Communications, Fiscal Responsibility and Infrastructure Investments.

FINANCIAL CONSIDERATIONS:

The budget for this project is outlined below:

Funding Source	Amount
Infrastructure Reserve Fund – Transportation	\$ 321,050
Total Budget	\$ 321,050

The tendered amount considers works on Nafziger Road and Wilby Road. The works planned on Oxford Road 5 will be additional to the tendered amount reported herein; however, the Oxford Road 5 costs are anticipated to be within the available funds for surface treatment works. Given the above, the Surface Treatment Program is anticipated to remain within the budget allocation for this year.

ATTACHMENTS:

Figure 1 – Tendered Project Locations.

Rural Surfacing Proposed Plan 2021

January 2021



Legend

Rural Road Surfacing

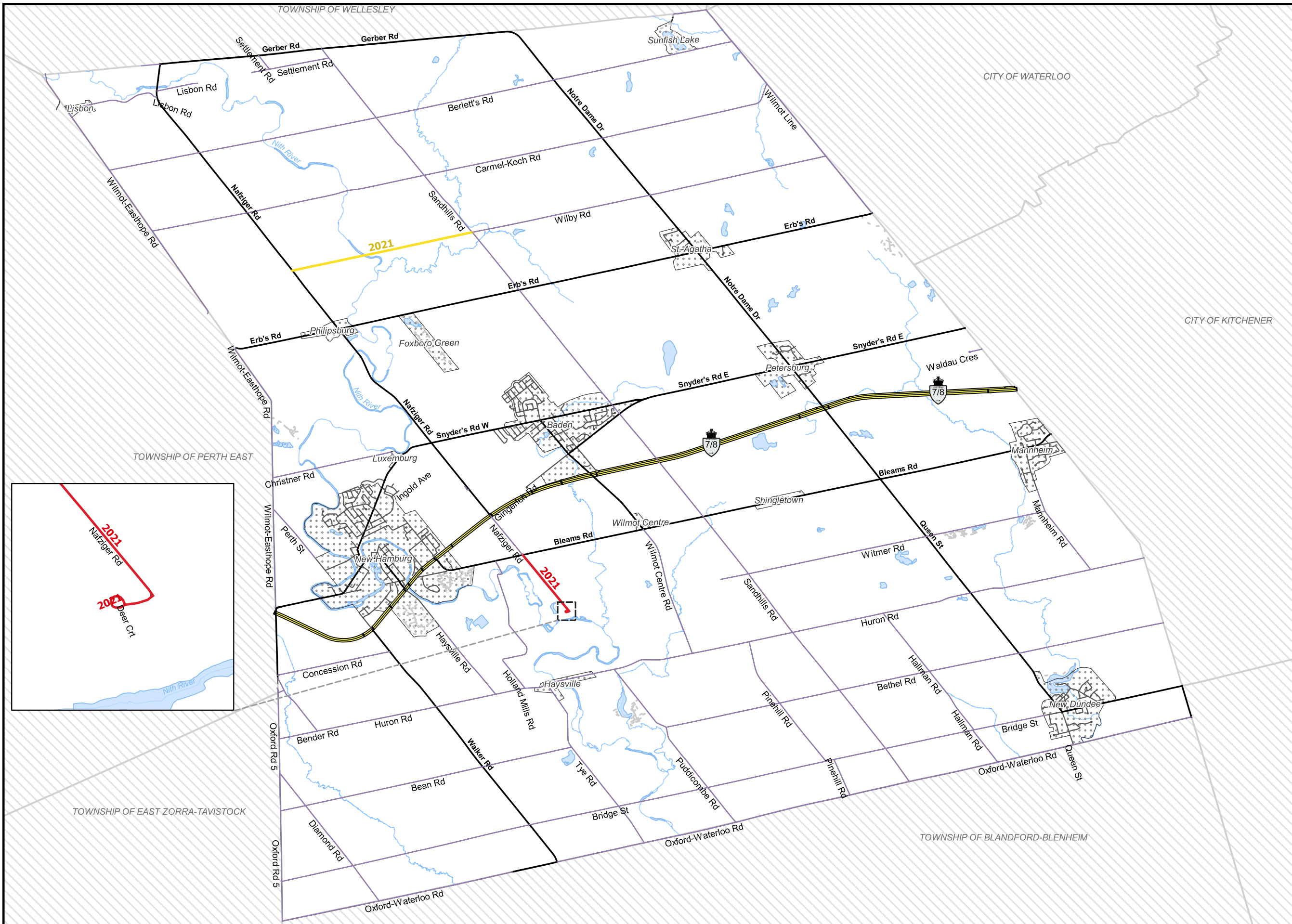
- Asphalt
- Single Surface Treatment
- Double Surface Treatment
- Triple Surface Treatment

Roads

- M.T.O. Highway
- Regional Road
- Township Road
- Private Road

Reference

- Settlements
- Adjacent Municipalities
- Waterbodies
- Watercourses





TOWNSHIP OF WILMOT

PUBLIC WORKS & ENGINEERING Staff Report

REPORT NO: PW 2021-06

TO: Council

SUBMITTED BY: Jeff Molenhuis, P. Eng., Director of Public Works & Engineering

PREPARED BY: Bryan Bishop, C.E.T., Manager of Engineering

REVIEWED BY: Grant Whittington, CAO

DATE: March 22, 2021

SUBJECT: Mornington Communications - Municipal Access Agreement

RECOMMENDATION:

THAT Report 2021-06 be received for information;

AND THAT the Mayor and Clerk be authorized to enter into a Municipal Access Agreement (MAA) with Mornington Communications Co-operative Ltd.

SUMMARY:

Mornington Communications and Township staff have advanced terms of a Municipal Access Agreement, which provides a framework and non-exclusive rights for future telecommunications expansion by Mornington Communications on Township rights of way. This report is to seek Council approval to enter into a Municipal Access Agreement with Mornington Communications in order to establish the terms and conditions necessary to allow for any prospective projects that Mornington may have planned in the Township. Mornington has a rural broadband network presence in Perth East and Wellesley Township.

BACKGROUND:

A Municipal Access Agreement (MAA) is an agreement that offers telecommunication companies the ability to construct, maintain and operate their equipment within rights-of-way that are under the jurisdiction of the municipality. Telecommunications and other utility providers require permission for access rights of way under federal regulations and telecommunications commissions.

The MAA deals primarily with roles and responsibilities of each party, municipal consent and approval, municipal cost recovery, hazardous substances and materials, road occupancy permits, access and location to rights-of-way, third party and sub-contractor agreements, service level agreements, and maintenance and repair responsibilities.

Municipal Access Agreements are common practice in modern and competitive telecommunication expansion markets. The Federation of Canadian Municipalities (FCM) and the telecommunications industry through the Canadian Radio-television and Telecommunications Commission (CRTC) worked together to develop a standardized template that would assist telecom and municipal officials in standard terms of installation and maintenance of telecom infrastructures on municipal property. A standardized MAA template provides a significant number of benefits by providing for predictability for both the municipality and telecommunications provider. This standard form of agreement is used by municipalities across Ontario. This is the basis of the agreement terms attached to this report. The agreement was additionally reviewed by the Township solicitor for Wilmot specific interests.

REPORT:

Infrastructure Canada outlines the Federal Rural Economic Development Strategy in which connectivity to broadband is a key program strategy. Access to reliable internet is a quality of life parameter, and is essential for remote learning, telework, access on-line medicine, supporting local businesses and more. In the rural areas, it has the potential to change opportunities for business and residences.

Over the past year Township staff have been working with Mornington on finalizing the terms and conditions as outlined in the attached MAA. The MAA contemplated herein uses the updated the standard format that has been developed in conjunction with our Township solicitor and updated with the Township's requirements, which allows for Mornington Communications to access Wilmot's rights-of-way, subject to project-based plan applications and approvals. Through these individual project network expansion initiatives, Mornington will be required to apply for Municipal Consent and Right of Way work permits for any plant expansions.

The proposed MAA will position the Township well with precedent for future telecommunication expansions by providers, as well as the operations and maintenance activities that follow plant

expansion in the Township. The agreement also sets the framework for a smoother broadband expansion process for Mornington, which is particularly beneficial given the current funding environment through federal and provincial programs. It also gives a sense of business confidence to the telecommunication provider as a result of non-exclusive access to Township rights-of-way.

Over the past two years, staff have been in discussions with the other operating telecoms in the Township for the same purpose, to establish an operating MAA for their works. Reports for these agreements will be brought forward to Council once these are ready to be finalized.

ALIGNMENT WITH THE TOWNSHIP OF WILMOT STRATEGIC PLAN:

This initiative supports the goals and strategies of enhancing:

- Quality of Life through Accessibility and Inclusivity; and
- Responsible Governance through Active Communications and Fiscal Responsibility.

FINANCIAL CONSIDERATIONS:

This agreement outlines fees for administration and applications made by Mornington Communications for telecommunications infrastructure projects in Wilmot Township. The extent of fees generated will be based on the number of expansion opportunities pursued by Mornington.

ATTACHMENTS:

Mornington Communications Municipal Access Agreement

MUNICIPAL ACCESS AGREEMENT

THIS MUNICIPAL ACCESS AGREEMENT made in quadruplicate this th day of March, 2021

B E T W E E N:

MORNINGTON COMMUNICATIONS CO-OP LIMITED
(hereinafter called the "**Company**")

PARTY OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWNSHIP OF WILMOT
(hereinafter called the "**Township**")

PARTY OF THE SECOND PART

W H E R E A S:

- A. The Company is a Canadian carrier as defined in section 2 of the *Telecommunications Act*, S.C. 1993, c. 38, as amended or is a distribution undertaking as defined in subsection 2(1) of the *Broadcasting Act*, S.C. 1991, c. 11, as amended and is regulated by the Canadian Radio-television and Telecommunications Commission (the "**CRTC**") to operate within the Boundaries of the Township;
- B. Sub-section 43(3) of the *Telecommunications Act*, S.C. 1993, c. 38 provides that no telecommunication line shall be placed in, upon, over or under any highway, land or other public place without the consent of the municipality or other public authority having jurisdiction over the highway or other public place;
- C. The Township has been approached by a number of Telecommunications carriers for access to the municipal right-of-way for the purpose of installing Telecommunications wires and equipment in the municipal right-of-way;
- D. The Company operates a Telecommunications system within the Boundaries of the Township;
- E. The Company wishes to perform Work in, on, under, over, along, above and across Service Corridors within the Township.
- F. The Township requires the Company to obtain permits and pay applicable fees with the Company's use of various Service Corridors as defined in this Agreement; and
- G. The Township is willing to permit the use and occupancy of the Service Corridors where, in its judgment, such use or occupancy will not interfere with its own service requirements and use of the Service Corridors including the consideration of economy and safety and any rights or privileges previously conferred by Township by contract or otherwise to others not a party to this Agreement to use any Service Corridors

NOW THEREFORE this Agreement witnesses that in consideration of other good and valuable consideration and the sum of Two Dollars (\$2.00) of lawful money of Canada, now paid by each of the

parties hereto to each of the other parties hereto, (the receipt whereof is hereby acknowledged), the parties hereto agree with each other as follows:

ARTICLE 1 – INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise specifies or requires, the following terms shall have the respective meanings specified or referred to below and grammatical variations of such terms shall have corresponding meanings:

- (a) **“Affiliate”** has the meaning ascribed thereto in the *Canada Business Corporations Act*, R.S.C. 1985, c.C-44;
- (b) **“Agreement”** means this Municipal Access Agreement;
- (c) **“As-constructed Drawings”** means drawings submitted by the Company to the Township in which the actual location of the installed Equipment is recorded. The submitted drawings will be completed to CSA Standard S250 Mapping of underground utility infrastructure accuracy level 1;
- (d) **“Applicable Law”** means any and all applicable federal, provincial and municipal laws, including environmental laws, health and safety laws, statutes, codes and by-laws (of general application) and any written agreements between the Township and the Company;
- (e) **“Attach”** or **“Attachment”** means the use of, or connection to, the Equipment of the Company by a Third Party;
- (f) **“Boundaries”** means the municipal boundaries of the Township;
- (g) **“Business Day”** means any day that is not a Saturday, Sunday or statutory holiday;
- (h) **“Contractor”** includes subcontractors, workers, suppliers and material men;
- (i) **“Director”** means the Director of Public Works and Engineering of the Township who has responsibilities for Service Corridors within and under the jurisdiction of the Township, or the Person designated by him or her or such other Person as may from time to time be designated by the Council of the Township;
- (j) **“Emergency”** means in the reasonable opinion of the Township there is an unplanned situation where immediate action must be taken to preserve public health, safety or service;
- (k) **“Employees”** means;
 - (i) with respect to the Company, any official, officer, employee, Contractor or authorized agent of the Company;
 - (ii) with respect to the Township, any official, officer, employee, authorized agent or Contractor of the Township but specifically excludes the Company and the Company’s Contractors; and
 - (iii) with respect to the Contractors of the Township or the Company, any officer, employee or agent of the Contractors;
- (l) **“Equipment”** means, but is not limited to, the Company’s wires, cables, ducts, conduits, handholes, manholes, and any other accessories, structures, transmission facilities and

equipment installed or, by submission of a Project Permit or a Right of way work permit, planned to be installed within the Service Corridors;

- (m) **“Hazardous Substance”** means any hazardous substance and includes, but is not limited to, electromagnetic or other radiation, petroleum products and by-products, industrial wastes, contaminants, pollutants, dangerous substances, and toxic substances as defined in or pursuant to any Applicable Law, ordinance, rule, regulation, by-law or code, whether federal, provincial or municipal;
- (n) **“Laws”** means all Applicable Laws;
- (o) **“Letter of Credit”** means an irrevocable standby letter of credit from a Canadian chartered bank acceptable to the Township and in a form approved by the Township based upon Form 1 attached to this Agreement or other form of security acceptable to the Township;
- (p) **“Person”** means any individual, corporation, partnership, association, joint venture or organization of any kind and the lawful trustee, successor, assignee, transferee or personal representative;
- (q) **“Prime Rate”** means the annual rate of interest established and reported by the Township’s bank from time to time as its “prime rate” and used as the base or reference rate of interest for the determination of interest rates that the Township’s bank charges to its customers for Canadian dollar loans made in Canada;
- (r) **“Private Easement”** means a non-possessing interest held by one party in land of another whereby the first party is accorded partial use of such land for a specific purpose;
- (s) **“Project Permit”** means a Township document which grants approval, and such approval may be subject to conditions, for the Company to perform Work within a Service Corridor;
- (t) **“Public Utility Coordination Committee” or “PUCC”** means a committee established by the Township to evaluate implications of proposals to Township operations, infrastructure and Service Corridor users to mitigate negative impacts, to liaise with other Township departments to obtain comments for special criteria and to coordinate utilities to avoid utility conflicts, to reduce impacts and costs, and to identify joint build opportunities. It is comprised of Township staff, representatives of all utility companies, and, as needed, consultants working on municipal projects;
- (u) **“Qualified”** means the worker or workers in question are duly qualified under Applicable Law;
- (v) **“Right of Way Work Permit”** means a Township document which grants approval, and such approval may be subject to conditions, for the Company to perform Work within a Service Corridor during Work;
- (w) **“Roadway”** means any portion of the Service Corridor that is used for pedestrian and/or vehicular traffic and typically includes all carriageways, lanes, alleys, multi-use paths, sidewalks, bridge or viaduct under the jurisdiction of the Township, whether directly or by delegation by the Township of Wilmot
- (x) **“Service Corridor”** means highways as defined in the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, which are under the jurisdiction of the Township as illustrated in **Schedule “A”**, whether directly or by delegation by the Township of Wilmot;
- (y) **“Service Drop”** means a cable that by its design, capacity and relationship to the overall Equipment of the Company, can be reasonably considered to be for the sole purpose of

connecting the Equipment to not more than a single customer of a single family residence or to a commercial or multiple dwelling building point, and shall not be a Temporary Connection, nor of a length greater than one (1) metre within the Service Corridor;

- (z) **“Taxes”** means amounts levied or charged now or in the future by any municipal, provincial, federal, parliamentary or other governmental body, corporate authority, agency or commission (including, without limitation, school boards and utility commissions), having jurisdiction to levy taxes in connection with the Service Corridor and Equipment;
- (aa) **“Telecommunications”** has the same meaning as under Section 2 of the *Telecommunications Act*;
- (bb) **“Term”** has the meaning defined under **Article 2** of this Agreement;
- (cc) **“Third Party”** means any individual, corporation, partnership, association, joint venture or organization of any kind and the lawful trustee, successor, assignee, transferee or personal representative thereof that attaches its equipment to the Company’s Equipment under an agreement with the Company; and
- (dd) **“Work”** means, but is not limited to, the initial area system implementation, maintenance, repair, replacement, testing, relocation, adjustment or other alteration of Equipment in, on, over, along, under, above or across and which may affect the Service Corridors.

1.2 Section and Headings

The division of this Agreement into articles, sections, subsections, paragraphs and clauses and the insertion of headings are for convenience of reference only and shall not affect the interpretation of this Agreement.

1.3 Number, Gender and Persons

In this Agreement, words importing the singular number only shall include the plural and vice versa, words importing gender shall include all genders and words importing persons shall include all Persons.

1.4 Time of Essence

Time shall be of the essence of this Agreement.

1.5 Governing Law

This Agreement shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by, the Laws of the Province of Ontario and the federal Laws of Canada applicable herein, and each party hereby irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of such province and all courts competent to hear appeals therefrom.

1.6 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, negotiations, discussions and understandings, whether written or oral between the parties. Except as provided in this Agreement, there are no conditions, covenants, agreements, representations, warranties, acknowledgements or other provisions, express or implied, collateral, statutory or otherwise, that form part or affect this Agreement. The execution of this Agreement has not been induced by, nor do any of the parties

rely upon or regard as material, any conditions, covenants, agreements, representations, warranties, acknowledgements, or other provisions not expressly made in this Agreement.

1.7 Amendments and Waivers

No amendments or waiver of any provision of this Agreement shall be binding on any party unless consented to in writing by such party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless expressly provided.

1.8 Severability

Subject to **Article 15**, if any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, and the deletion of such provision would not constitute a material amendment to this Agreement, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct in accordance with the foregoing.

1.9 Currency

Unless otherwise indicated, all dollar amounts in this Agreement are expressed in Canadian funds.

1.10 Taxes

Except as otherwise provided in this Agreement, all amounts set out in this Agreement are exclusive of all Taxes. All applicable goods and service taxes, provincial sales taxes and any and all other value added, sales or other transaction taxes attributable to the license granted by this Agreement are recoverable under this Agreement in the same manner as the amounts on which they are based.

1.11 Independent Contractors

The relationship of the Company and the Township established by this Agreement is that of independent Contractors, and nothing in this Agreement shall be construed:

- (a) to give either party the power to direct or control the day-to-day activities of the other;
- (b) to constitute the parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; or
- (c) to allow either party to create or assume any obligations on behalf of the other party for any purpose whatsoever.

1.12 Rights

Nothing in this Agreement shall be construed as affecting any rights or otherwise of others not a party to this Agreement to use any Service Corridor in accordance with the Township's legal authority.

1.13 Reasonable Performance of Obligations

Each party agrees that it shall at all time act reasonably in the performance of its obligations and the exercise of its rights under this Agreement.

ARTICLE 2 – TERM OF AGREEMENT

2.1 Term

This Agreement shall commence upon the date of execution and shall continue for five (5) years (the “**Term**”).

2.2 Renewal

Provided that the Company is not then in default under the terms of this Agreement, this Agreement shall automatically renew on **th day of March, 2026**, for a further five (5) year term, and indefinitely on everything fifth (5th) anniversary thereafter unless terminated by either party (the “**Renewal Term**”) under the same terms and conditions as contained herein, subject to **Section 7.3**. Should neither party exercise their right of termination this agreement will automatically renew for a period of five (5) years. If the Company does not wish to renew this Agreement then it shall provide notice in writing to the Township of its intentions not to renew at least six (6) months prior to the expiry of this Agreement. Subject to the Company’s rights under the *Telecommunications Act*, if the Company elects not to renew then the rights and privileges contained herein relating to obtaining permits for Work shall come to an end unless other mutually acceptable negotiated arrangements are made between the parties. The Company’s rights to operate, maintain and service the installed Equipment shall survive any non-renewal unless the Company provides notice in writing, delivered to the Township, of its intentions to surrender these rights.

2.3 Survival of Covenants, Indemnities and Obligations on Termination

If this Agreement is terminated by either the Township or the Company, all the unfulfilled covenants, indemnities and obligations of the Company and the Township hereunder shall survive termination.

ARTICLE 3 – USE OF SERVICE CORRIDORS

3.1 Use of the Township Service Corridors

The Township hereby agrees to grant to the Company non-exclusive permission to enter upon and use the Service Corridors for the purposes of performing Work subject to the terms and conditions contained in this Agreement and in accordance with all Applicable Laws, permits issued to the Company by the Township, or other rules and regulations pertaining to the application and use of the Service Corridors or the Equipment provided such are not in conflict with applicable federal laws or with the terms of this Agreement.

3.2 Work Outside of Service Corridors

This Agreement does not grant permission to the Company to perform Work on Township owned lands outside of the Service Corridors. Any such requests by the Company shall be reviewed by the Township in a manner separate and distinct from this Agreement.

3.3 Interference With Public Use and Enjoyment

Subject to the provisions of **Section 3.1**, the Company agrees that its use of the Service Corridors shall not unduly interfere with the public use and enjoyment thereof.

3.4 Approval of Location and Installation

Prior to commencing the Work:

- (a) the Company shall obtain the prior written approval from the Director in the form of a Project Permit and Right of Way Work Permit as amended from time to time by the Township, with such approval not to be unreasonably withheld or delayed. The Director, acting reasonably, may establish terms and conditions as to how such Work may be undertaken by the Company. As a condition of such approval and commensurate with the complexity of the proposed Work, the Township may, at its sole discretion, require that the Company submit detailed construction design plans to the Director with respect to the Work to be conducted in the Service Corridor;
- (b) notwithstanding the provisions of **Section 3.4 (a)**, in the event of an Emergency, the Company may proceed with the excavation or the breach of the surface of a Service Corridor, provided that in every such case the Company shall provide written notice to the Director as soon as possible following the resolution of the Emergency;
- (c) notwithstanding the provisions of **Section 3.4(a)**, the Company may, without the prior written consent of the Township, and without payment of a fee to the Township, carry out routine maintenance, field testing, subscriber connections, temporary connections, and installation or removal of Equipment where there is no need to excavate, break up or otherwise breach the surface of any Service Corridor provided, however, that in the event that such Work activity will result in a disruption of traffic, the Company will comply with such notification procedures as may be reasonably prescribed by the Township;
- (d) placement of aerial or buried Service Drops which do not cross the Roadway within the Service Corridor require a Right of Way Work Permit. Where buried Service Drops must be placed across the Roadway, **Section 3.4(a)** will apply; and.
- (e) the method of excavation under a Roadway, whether directional boring or an open road cut, must be approved by the Director. The Company, in the performance of its Work, will take into account the existing municipal services under the Service Corridor and will hand dig and/or vac excavate where Work is to be carried out within one (1) metre of existing municipal services. The Company will exercise such care as may be necessary or reasonably requested by the owner of other equipment for the protection of any existing facilities impacted by the excavation area.

3.5 Joint Utility Co-ordination

The Company agrees to participate in any PUCC's involving all users of the Service Corridors as may be established by the Township or other level of government and to contribute to the reasonable costs of operating such committees through the annual fee outlined in **Section 13.1**.

3.6 Change in Proposed Location of Equipment

For the Work, if the Equipment cannot, due to field conditions, be installed within the approved location, then the Company may apply to the Director for approval of the new location and the Director shall consider and reply to the proposal typically within forty-eight (48) hours.

3.7 Report on Equipment

The Company shall, at the request of the Director, provide annually, on or before the anniversary date of the execution of this Agreement, to the Township, a report in a form satisfactory to the Director listing the location of all the Equipment installed, altered, relocated, or removed by it, or on its behalf in the Service Corridors to date and identifying all the Equipment installed in the twelve (12) months immediately preceding this report. For greater certainty, there shall be no requirement for the Company to report the Equipment installed, altered, relocated or removed in accordance with **Section 3.4(c)** herein.

3.8 Installation of New Equipment

The Company shall not install any new Equipment in the Service Corridor except pursuant to, and in accordance with this Agreement.

3.9 As-Constructed Drawings

The Company shall provide As-Constructed Drawings, at its expense, to the satisfaction of the Director, within three (3) months of completing the installation of the Equipment. All As-Constructed Drawings shall be in a digital format, to the satisfaction of the Director, and in hard copy if specifically requested by the Director.

ARTICLE 4 – CONDITIONS OF WORK

4.1 Conditions of Work by the Company

The Company agrees that all Work conducted by the Company on a Service Corridor is subject to the following conditions:

- (a) all Work shall be conducted and completed in accordance with the approved plans to the satisfaction of the Director. The Company undertakes and agrees that it will construct, operate and maintain its Equipment in accordance with sound engineering practice and all applicable federal and provincial statutes, regulations, policies, guidelines, standards and municipal by-laws, policies, guidelines, standards, and Right of Way Work Permit;
- (b) any portions of the Equipment which cross the Roadway of the Service Corridors shall be placed in a carrier pipe or be encased in concrete unless otherwise approved by the Director;
- (c) if the Company breaks the surface of a Service Corridor, it shall repair and restore the surface of the Service Corridor as expeditiously as possible to substantially the same condition, or better, it was in before such Work was undertaken by the Company in accordance with the Right of Way Work Permit and to the reasonable satisfaction of the Director. The Company shall, at its sole expense, maintain that portion of the Service Corridor by repairing any settling caused by the Company's Work in the Service Corridor to the satisfaction of the Director. Both parties recognize that, weather permitting, final repair of the Service Corridor shall be completed as soon as possible and in accordance with any applicable Right of Way Work Permit. If the Company fails to repair and restore a Service Corridor within twenty-four (24) hours of being notified by the Township or as approved by the Director, the Township may undertake such necessary repairs and recover the costs of such repairs and related and incidental costs from the Company. Notwithstanding the foregoing, in the case of Emergencies, the Township reserves the right to make repairs immediately and recover the costs of such repairs and related and incidental costs related or attributable to the Company's Work from the Company;
- (d) where the Township requires the Work to be stopped for any design conflict or safety reason, the Company shall cease all such Work forthwith upon receipt of such verbal stop-work notice, including the reason, from the Township. The Director shall within twenty-four (24) hours of such verbal stop-work notice provide written reasons for issuing the stop-work notice to the Company and an estimated work resumption time. Once the reason for the Work being stopped has been resolved to the satisfaction of the Director, the Township shall lift such stop-work order and the Company shall be permitted to resume its Work;
- (e) although the Township agrees to assist the Company as best as it is able with respect to identifying the approximate location of existing municipal infrastructure during the Work,

the Company acknowledges that the Township will in no way be responsible or liable for locates in the Service Corridor. For further clarification, while the Township's as-recorded drawings will be made available during the Work at a cost per the council approved fees and charges bylaw, the Township will not be responsible for locates or any information or accuracy of any information supplied by the Township so to assist the Company with identifying the approximate location of existing municipal infrastructure in the Service Corridor;

- (f) in the course of constructing, maintaining and repairing the Equipment, the Company shall take all reasonable steps that a prudent Company similarly situated would take to protect all equipment installed by others in the Service Corridor;
- (g) the Company is responsible for the costs of any remedial work required to rehabilitate any trees damaged during the performance of any Work permitted by this Agreement or, in the event any trees suffer irreparable damage the Company shall compensate the Township for the value of the trees as determined by the Township's Urban Forestry Manager or approved designate. In the event that a third party expert is required to determine the value of tree damage these service cost will be borne by the Company;
- (h) the Company shall take all reasonable measures, to the satisfaction of the Township, to clean, remove or conceal graffiti or other unauthorized markings in a timely manner from Equipment, including signage of the Company. In this regard, the Company will within forty-eight (48) hours' notice from the Township, or within such other time period as mutually agreeable to the parties, remove or conceal all graffiti from Equipment. In the event that the Company does not remove or conceal the graffiti in accordance with this section, the Township may take such steps as it deems reasonable and necessary to conceal the said graffiti and shall charge the cost of the concealment to the Company;
- (i) the Company is responsible to ensure that all work sites where Contractors are working on behalf of the Company, are clearly identified with placards displaying the Company name and contact phone number. The Company shall ensure that all Contractors are working in accordance with current municipal standards, as provided by the Township to the Company and Applicable Law, and will obtain any other permits as may be required from time to time;
- (j) the Company agrees that, wherever reasonably possible in the sole opinion of the Company, the Company shall use the existing Equipment occupying the Service Corridors belonging to other entities for the installation and maintenance of the Equipment so as not to further encumber the Service Corridors with additional Equipment; and
- (k) notwithstanding any provisions contained within this Agreement to the contrary, the Company is responsible for the full cost of all Work and undertaking with respect to its Equipment including the cost of such Work in accordance with sound industry practices.

4.2 Worker Safety

The Company shall, in performing any and all Work in connection with this Agreement, ensure:

- (a) that its employees, Contractors and subcontractors are Qualified;
- (b) that safe work practices are used in carrying out the Work; and
- (c) that any and all of its employees, works, agents, Contractors and subcontractors and servants shall, at all times, comply with all Applicable Laws.

4.3 Conformity with Applicable Law

The Company, in performing any and all Work in connection with this Agreement, shall ensure that all Work is in accordance with Applicable Law.

4.4 Winter restrictions

The Company acknowledges that, other than Emergency Work and/or Temporary Connections, the Township shall not issue any Right of Way Work Permit for Work to be performed between November 1 and April 1 each winter.

ARTICLE 5 – TEMPORARY CONNECTIONS

5.1 Temporary Connection Requirements

The Township recognizes that the Company may need to install temporary connections for the Work. In those instances where this type of connection is required, the Company must:

- (a) use the least obtrusive connection possible;
- (b) cross Service Corridors with adequate vertical clearance unless otherwise consented to by the Township, which consent shall not be unreasonably withheld or delayed;
- (c) use reasonable efforts to obtain the consent of all affected landowners, which consent shall be recorded in writing and kept on file until the connection is removed;
- (d) provide notice to Township of any connection to streetlights and/or traffic control devices; and
- (e) remove the temporary connection within two (2) months of the start of the next construction season subject to timely receipt of any necessary permits or approvals from the Township.

ARTICLE 6 – REPRESENTATIONS AND WARRANTIES

6.1 Representations and Warranties of the Company

The Company represents, warrants, acknowledges and agrees as follows, and further acknowledges that, except as otherwise expressly provided herein, the Township is relying on such representations and warranties in connection with this Agreement:

- (a) the Company acknowledges that the use of a Service Corridor under this Agreement shall not create or vest in the Company any ownership or property rights in a Service Corridor and the Company shall be and remain a non-exclusive occupant of the Service Corridor;
- (b) unless requested by the Director and subject to any existing rights of the Company or consents granted to the Company by the Township the Company shall not file, register, suffer or permit to be filed or registered any instrument claiming an estate, interest, property right or lien against the Service Corridors in any real or personal property registry under or by virtue of the Company use of the Service Corridors or this Agreement;
- (c) subject to Article 6.1(b), any instrument created by or filed against the Company, claiming an estate, interest, property right or lien against the Service Corridors shall be removed from title to the Service Corridor at the request of the Director, by the Company, within twenty (20) days following notice from the Township to the Company of the existence of

the instrument or the Company shall have commenced the process of removing the instrument from title to the Service Corridor and be diligently pursuing the removal within the twenty (20) day period referred to above. If the Company fails to discharge or vacate any instrument claiming an estate, interest, property right or lien within twenty (20) days, then in addition to any other right or remedy of the Township, the Township may discharge or vacate the instrument by paying into Court the amount required by statute to be paid to obtain a discharge, and the amount so paid by the Township together with all direct costs and expenses including solicitor's fees (on a solicitor and his/her client basis) incurred in connection therewith shall be due and payable by the Company to the Township on demand;

- (d) the Company acknowledges that the Township has made no representations or warranties as to the state of repair of the Service Corridors or the suitability of the Service Corridors for any business, activity or purpose whatsoever or the presence or absence of Hazardous Substances under the Service Corridors and the Company hereby agrees to use the Service Corridors at its own risk and on an "as is" basis. The Company further acknowledges that the Township will make no representations as to locates within the Service Corridors for the purposes of the Work;
- (e) it is a company in good standing under the applicable corporate and bankruptcy laws;
- (f) the Company acknowledges and agrees that if the Equipment is installed in the existing Equipment or support structure of other entities or of the Township, all terms and conditions of this Agreement will apply to the Equipment;
- (g) subject to the Township's applicable by-laws, policies, guidelines, standards and Right of Way Work Permit as amended, the Company shall, to the satisfaction of the Director, provide as-recorded drawings, both electronic and hard copy, to the Township sufficient to adequately establish the location and extent of the Equipment in a manner consistent with the level of detail and accuracy provided to the Township by similar utilities for similar work both during and after the Work;
- (h) Each party shall, at its sole cost and expense, provide locates (stake-outs) of its equipment located within the Service Corridor for the Work:
 - i) within two (2) hours in the event of an Emergency, using reasonable best efforts; and
 - ii) within timeframes which are mutually negotiated between the Township and the Company or the locate service provider in all other cases.

Both parties agree to provide as much advance notice as possible for all locate requests;

- (i) Each party shall provide to the other party a list of their 24 hour emergency contact personnel and shall ensure that the aforementioned list is kept current;

ARTICLE 7 – LETTER OF CREDIT

7.1 Letter of Credit for the Work

Where the Company fails to perform in a manner satisfactory to the Township, the Township shall notify the Company in writing of such failure to perform, including sufficient detail of the failure and the required remedy and shall specify a reasonable timeframe for the Company to remedy the failure. Should the Company fail to remedy or commence to remedy the failure to perform within

the specified timeframe to the satisfaction of the Director, the Township, notwithstanding any other remedies available to it, may:

- (a) immediately require the Company to file a Letter of Credit, or other form of security acceptable to the Township, in the amount of Ten Thousand Dollars (\$10,000.00) or as per reasonably determined by the Director of Public Works and Engineering; and
- (b) at the time of renewal, elect to renew this Agreement subject to an increase in the amount of the irrevocable Letter of Credit, said amount to be established at the sole discretion of the Township.

7.2 Release of Letter of Credit for the Work

The Letter of Credit will be released to the Company by the Township only upon termination or assignment of this Agreement.

7.3 Reduction or Release Upon Renewal or Renegotiation

Upon renewal or renegotiation of this Agreement, and at the sole discretion of the Director or upon completion of the Work and termination of a two year maintenance period, the Letter of Credit identified under this **Article 7** may be reduced or released.

ARTICLE 8 – ACCESS TO and INSTALLATION of ADDITIONAL EQUIPMENT

8.1 Excess Capacity

Pursuant to the requirements of applicable regulatory bodies, and the established business processes of the Company including any contractual agreements with any Third Parties that may be entered into or, solely at the option of the Company, not entered into, the Company shall consider all reasonable requests by Third Parties to make use of any excess capacity of the Company's Equipment.

ARTICLE 9 – THIRD PARTY ATTACHMENTS

9.1 Third Party Attachments

The Company shall only permit Third Party's equipment to be attached to or installed in the Company's Equipment, where the Company is placing that equipment for the Third Party within the Service Corridors and where, in the opinion of the Company, said Third Party has demonstrably complied with the Township's requirements. If the Third Party is intending to complete the work itself or with its Contractor, then the Third Party shall demonstrate to the satisfaction of the Company that it has entered into a separate Municipal Access Agreement with the Township prior to the Company's approving the attaching or installing of that Third Party equipment to or in the company's Equipment and the onus shall be on that Third Party to obtain applicable Permits to perform work within the Service Corridors.

9.2 Indemnity

The Company agrees to indemnify and save harmless the Township from any claims, demands, causes of action, loss, costs, expense or damages, including any direct or indirect costs, legal fees and disbursements that the Township may suffer, incur or be liable for, resulting from the installation of any Third Party equipment by the Company, including any activities related thereto, to the extent caused by the negligence of the Company and those for whom it is responsible in law in acting for

any such Third Party, unless such Third Party equipment is governed by a Municipal Access Agreement entered into between the Third Party and the Township.

ARTICLE 10 – ENVIRONMENTAL LIABILITY

10.1 Environmental Liability

The Township is not responsible, either directly or indirectly for any damage to property, including any nuisance effects or injury to any Person, however caused, including death, arising from the escape, discharge, spill, or release of any Hazardous Substance resulting from the Company's use of the Service Corridor. The foregoing release shall not extend to any loss, damage, injury or death caused by the gross negligence or willful misconduct of the Township, its employees, agents, contactors or those other Persons for whom the Township is in law responsible.

The Company agrees to assume all environmental liabilities relating to its use of the Service Corridors including but not limited to any liability for clean-up of any Hazardous Substances on or under the Service Corridors which result from:

- (a) the operations of the Company in, on, under, over, above, along or across the Service Corridors; or
- (b) any Equipment brought in, on, under, above, over, along, or across the Service Corridor by the Company, its Contractors, agents or Employees or by any Person with the express or implied consent of the Company.

ARTICLE 11 – RELOCATION OF EQUIPMENT

11.1 Relocation of Equipment

If the Township requires that the Equipment be relocated, where, in the sole discretion of the Director there is a specific municipal need, then the Company shall, within one hundred and twenty (120) days, or such longer period of time as agreed upon by the parties having regard to the schedules of the parties and the complexity and nature of the proposed relocation, relocate such Equipment subject to the following:

- (a) the Company shall have received from the Township a written notice requesting the relocations; and
- (b) allocation of costs are to be solely responsible by **MORNINGTON COMMUNICATIONS CO-OP LIMITED**

11.2 Relocation for alternate project management styles

The parties agree that if it is mutually acceptable, relocation of the Equipment may be completed by the Township at the Company's expense to accommodate any design/build project, or any other project management style that is beneficial for both parties wherein the Township completes the Equipment removal and/or relocation.

11.3 Emergency Relocation

In an Emergency, the Township, having first attempted to contact the Company through the activation of Township's Emergency Operations Centre, may take any measures it deems necessary as allowed under Applicable Law for public health and safety with respect to the relocation of the Equipment at the Company's expense. Notwithstanding anything in this

Agreement, the Township shall not be liable for any damage of any nature caused to the Company by reason of such relocation nor shall the Township indemnify or save harmless the Company from and against any actions, causes of action, proceedings, claims or demands brought against the Company for any damage of any nature caused by reason of such relocation. The Township will make a good faith effort to avoid damage to the Equipment affected by the relocation and to assist the Company in its efforts to ensure uninterrupted service to its customers.

11.4 Failure to Complete Relocation

If the Company fails to complete the relocation of the Equipment in accordance with Article 11.1 to the satisfaction of the Director, having consideration for the complexity and nature of the Work required to complete the relocation and to the minimizing of the potential for service losses or interruptions that may affect the Company's customers, the Township may, but is not obligated to, at its option, complete such relocation and the Company shall pay the actual costs of such relocation or adjustment to the Township forthwith plus any administration costs and, in default of payment thereof, the amount of such cost with interest at the rate of two percent (2%) per annum above the Prime Rate shall be due and payable by the Company upon receipt by the Company of an invoice setting out such cost and interest.

11.5 Alternate Locations

The Township will make a good faith effort to provide and approve alternative suggestions, wherever possible, for re-routing the Equipment within the Service Corridor affected by the relocation to assist the Company in its efforts to facilitate the provisions of services to its customers. The Township will bear no responsibility for the suitability of the alternative suggestions and, as per **Section 6.1(d)**, the Service Corridors will be used in an "as is" basis. The Company is solely responsible to confirm the suitability of the alternative suggestions.

11.6 Exceptions

Notwithstanding the provisions of **Section 11.1**, the following nine (9) exceptions may apply:

- (a) the provisions of **Section 11.1** do not apply to Relocation of Equipment where that Equipment is providing a temporary connection, as per Article 5;
- (b) for greater certainty, the provisions of **Section 11.1** do not apply to Equipment which is attached to facilities of a third party unless the Company has applied for and obtained a Right of Way Work Permit for the Equipment;
- (c) in the event the Township requires the Company to relocate its Equipment primarily for beautification, aesthetic or other similar purposes, the Township shall pay 100% of the cost of such relocation, minus depreciation, salvage and betterment of the Company's costs related to the relocation of the Company's Equipment;
- (d) special circumstances may arise with respect to a specific relocation whereby the parties may mutually agree to negotiate alternative cost sharing arrangements. Such alternative arrangements shall be agreed upon in writing by both parties prior to approval of a new location;
- (e) the Company will be totally responsible for the cost of relocation if it installs Equipment despite the Township's written notification to the Company, at the time of the Company's application, that because of projects scheduled within the Township's five (5) year plan the Company will be required to relocate its Equipment within the three (3) years referred to above;

- (f) subject to **Section 11.6(d)**, the Township shall be under no financial responsibility for costs incurred by the Company to obtain a Private Easement, resulting from relocations of Equipment to areas outside of the Service Corridor;
- (g) irrespective of when the Equipment was installed by the Company, the Company shall be solely responsible for any costs and expenses associated with the relocation of its Equipment where such relocation is required solely by the Company;
- (h) in no event shall the Township be responsible in any way for costs incurred for relocating Equipment for which the Equipment is not found to be installed in the location approved by the Township, excepting minor variations from the approved location of no more than one half (0.5) metres horizontally or vertically which the Director, in his sole discretion, has determined to be of no consequence. Where records are non-existent or right of way conditions may have changed, both agree to act reasonable in determining relocation compensation; and
- (i) for Equipment relocation requests from parties other than the Township or those not required for municipal purposes, such relocations shall be at the discretion of the Company acting reasonably and all of the costs of such relocations will be charged directly to the party requesting such relocation.

ARTICLE 12 – LIABILITY AND INDEMNIFICATION

12.1 Liability and Indemnification

Subject to the provisions of this Agreement:

- (a) the Township is not responsible, either directly or indirectly, for any damage to the Equipment that may occur as a result of the Work by the Company except to the extent caused by the negligence or willful misconduct of the Township, its Employees or those Persons over whom the Township is responsible in law. The Township shall in no event be liable, either directly or indirectly, to the Company for any losses, claims, charges, damages and expenses whatsoever suffered by the Company, in connection with this Agreement, on account of any actions or omissions of the Township, its Employees or those other Persons for whom the Township is in law responsible, save and except those damages to the extent caused or contributed to a breach of the terms of this Agreement or by the negligence or willful misconduct of the Township, its Employees or those other Persons for whom the Township is in law responsible in the performance of this Agreement;
- (b) the Township shall indemnify and save harmless the Company from and against all actions, causes of action, proceedings, claims, and demands brought against the Company, and from all losses, costs, damages or expenses suffered or incurred by the Company, by reason of any damage to property, including property of the Company, or injury, including injury resulting in death, to persons including the Employees, other persons for whom the Company is responsible in law for, licensees and invitees of the Company, caused by, resulting from or attributable to a breach of the terms of this Agreement, or the negligent or willful misconduct of the Township or any of its Employees or those other persons for whom the Township is in law responsible in the performance of this Agreement. The Township will, upon demand and at its sole risk and expense, defend any and all suits, actions or other legal proceedings which may be brought or instituted by third persons against the Company on any such claim, demand or cause of action, and will pay and satisfy any judgment or decree which may be rendered against the Company for any and all legal expenses in connection therewith; and

- (c) the Company shall indemnify and save harmless the Township from and against all actions, causes of action, proceedings, claims and demands brought against the Township, and from all losses, costs, damages or expenses suffered or incurred by the Township, by reason of any damage to property, including property of the Township, or injury, including injury resulting in death to persons including the Employees, other persons for whom the Township is responsible in law for, licensees and invitees of the Township, caused by, resulting from or attributable to a breach of the terms of this Agreements, or the negligent or willful misconduct of the Company or any of its Employees or those other persons for whom the Company is in law responsible in the performance of this Agreement. The Company will, upon demand and at its own sole risk and expense, defend any and all suits, actions, or other legal proceedings which may be brought or instituted by third persons against the Township on any such claim, demand or cause of action, and will pay and satisfy any judgment or decree which may be rendered against the Township in any such suit, action, or other legal proceeding, and will reimburse the Township for any and all legal expenses incurred in connection therewith.

12.2 Indirect or Consequential Losses

Subject to **Section 9.2** of this Agreement, the Township shall not be liable to the other party or any third party in any way for indirect or consequential losses or damages whatsoever including damages for pure economic loss, howsoever caused or contributed to, in connection with this Agreement.

12.3 Damage or Destruction to Equipment

Notwithstanding anything in this Agreement, under no circumstances shall the Township be responsible for or indemnify or save harmless the Company for damage or destruction to Equipment where:

- (a) the Equipment was installed in a location and manner which is inconsistent with the terms of the approval granted by the Township for such Equipment;
- (b) the Company provided an incorrect locate; or
- (c) the Equipment is not operated and maintained in compliance with the provisions of this Agreement.

12.4 Injury to Third Persons or Damage Caused by Other Users

Notwithstanding anything contained in this Agreement, under no circumstances shall the Township be responsible for or indemnify or save harmless the Company for injury to third Persons or for damage or destruction of Equipment arising from or attributable to the installation of equipment in the Service Corridors by other users.

ARTICLE 13 – FEES AND RECOVERABLE COSTS

13.1 Fees

In addition to the retainer as payment for work of the Township pursuant to this Agreement, the Company covenants and agrees to pay to the Township upon execution of this Agreement, a fee of Ten Thousand Dollars (\$10,000.00) as a general fee for administrative and other work performed by the Township prior to the execution of this Agreement and throughout the first year of the Term. Annually thereafter, on the anniversary date of the execution of this Agreement, the Company covenants and agrees to pay to the Township an annual administrative fee in the amount of Four Thousand Three Hundred and Thirty Dollars (\$4,330.00) plus applicable Taxes.

13.2 Application Fees, Permit Fees, Charges, and Taxes

The Company covenants and agrees to pay to the Township all applicable amounts as provided in this Agreement and as per the Fees and Charges Bylaw and under **Schedule B** including but not limited to; application fees, permit fees, pavement degradation, charges, recoverable costs, and realty taxes. In the event that the Service Corridors are assessed in the future as a result of the Company's use of the Service Corridors, the Company agrees to indemnify the Township for any taxes due and payable by the Township as a result of this assessment.

13.3 Lost Productivity Costs

The Company also covenants and agrees to pay to the Township costs to recover significant additional costs incurred by the Township attributable to the presence of the Equipment located within the Service Corridors. These costs will be charged by the Township based on actual costs incurred by the Township and shall be charged to the Company within forty-five (45) days of the completion of the Township's work. The Lost Productivity Costs are payable to the Township within forty-five (45) days of receipt of an invoice thereof, provided that the Township has provided reasonable written documentation describing these costs including:

- (a) the location of the Equipment;
- (b) a description of the Township's work;
- (c) an explanation of the nature of the interference caused by the Company's Equipment; and
- (d) an itemized breakdown of the Township's costs including labour, supplies, equipment and applicable loading factors and evidence of the Company's pro- rated share of such costs as allocated amongst the various utilities located in the Service Corridor as provided to the Company.

13.4 Interest Rate

If applicable, as acknowledging that payment for the Work will be made unilaterally by the Township from the retainer deposit as noted in **Sections 13. 1 and 13.2** above, the Company will pay simple interest at the Prime Rate plus two percent (2%) per annum on all amounts required to be paid under this Agreement, from the due date until payment in full; both before and after judgment.

ARTICLE 14 – INSURANCE

14.1 Insurance to be maintained general

Company or the Company's Contractors shall maintain general liability insurance or alternatively provide reasonable evidence of self-insurance in an amount of at least Five Million (\$5,000,000.00) Dollars per occurrence from claims for physical damage to tangible property and bodily injury including death which may arise from the other party's operations under this Agreement, including the use or maintenance of the Equipment on or in the Service Corridors or any act or omission of the Company or the Company's Contractors, agents or employees while engaged in work operations within the Service Corridors.

14.2 Insurance to be Maintained by Company

During the term of this Agreement, the Company is required to maintain in full force and effect and at its own expense, the following insurance coverage or its equivalent satisfactory to the Director:

- (a) general liability insurance including bodily injury and death, personal injury, physical damage to tangible property including loss of use thereof, contractual liability, non-owned automobile liability, owners' and contractors' protective, products and completed operations and employers' liability, with coverage including the activities and operations conducted by the Company, and its Contractors and others for whom the Company is responsible for in law. These policies will all:
 - (i) be written on an occurrence basis with coverage for any one occurrence or claim of at least Five Million Dollars (\$5,000,000.00) per occurrence, and in the aggregate annually only for products and completed operations;
 - (ii) name the Township as additional insured limited to claims arising from the Company's operations under this Agreement; and
 - (iii) contain a severability of interests and cross liability insurance clauses. The Company is responsible for payment of any loss or losses within the deductible;
- (b) automobile liability coverage in an amount of not less than Five Million Dollars (\$5,000,000.00) per occurrence, and in the aggregate amount of at least One Hundred Million Dollars (\$100,000,000.00);
- (c) the Company shall maintain Environmental Impairment Liability Insurance in an amount of not less than Five Million Dollars (\$5,000,000.00) per claim or occurrence and in the aggregate annually;
- (d) all policies of insurance shall:
 - (i) be written with an insurer licensed to do business in Ontario; and
 - (ii) be non-contributing with, and will apply only as primary and not excess to any other insurance available to the Township to the extent of its rights as an additional insured; and
- (e) prior to execution of this Agreement and annually at expiration date of the insurance policies, the Company shall provide the Director a Certificate of Insurance satisfactory to the Township evidencing same, and recording that the Township shall be notified in writing not less than thirty (30) days before any material change, cancellation, lapse or termination of the policies to the detriment of the Township.

ARTICLE 15 – LEGISLATIVE CHANGE

15.1 Legislative Change

If at any time subsequent to the parties entering into this Agreement:

- (a) the provincial or federal government or a regulatory authority, acting within its jurisdiction, enacts, repeals, or amends any legislation or regulation, or orders, directs or mandates anything which pertains to the Company's use of the Service Corridor or to the subject matter of this Agreement; or
- (b) there is rendered any decision of a court of final appeal or tribunal which pertains to the Company's use of the Service Corridor or to the subject matter of this Agreement;

then either party may notify the other of its intention to require the other party to enter into good faith negotiations to amend this Agreement or to enter into a new agreement reflecting such

legislative or regulatory action or court or tribunal decision, as the case may be, within thirty (30) days after written notice (the “**Notice**”) from the notifying party and any newly permitted terms and conditions pursuant to such new or amended agreement will take effect from the date upon which the Notice expires.

15.2 Failure to Reach Agreement

If the parties are unable to renegotiate the terms and conditions of this Agreement under **Section 15.1** then the unresolved matters may, with thirty (30) days prior written notice from the requesting party, be referred by the requesting party to the CRTC for resolution or be referred by the requesting party to arbitration for resolution in accordance with **Article 16** of this Agreement which arbitration will be governed by Applicable Laws. Subject to the right to refer the matter to the CRTC or to request arbitration, if an amendment or new agreement is not reached within ninety (90) days from the date on which Notice was received, either party may terminate this Agreement without further notice and both parties shall fulfill their respective obligations thereafter in accordance with this Agreement.

ARTICLE 16 – ARBITRATION

16.1 Arbitration

In the event of any dispute or disagreement between the parties hereto as to the terms and conditions of any renewal Agreement and any successor Agreement or as to the meaning or interpretation of anything contained in this Agreement or as to the performance or non-performance hereof or as to the respective rights and obligations of the parties, the parties agree to negotiate in good faith and, failing which, refer such dispute or disagreement to the CRTC in all cases in which it has jurisdiction to hear the matter, or otherwise refer such dispute or disagreement to non-binding arbitration under the provisions of **Section 16.2**.

16.2 Procedure

Subject to **Article 16**, whenever the *Municipal Arbitrations Act*, R.S.O., 1990, c. M. 48, shall extend and apply to the Township, any reference to arbitration shall be to the Official Arbitrator appointed under the Act and shall be governed by the provisions of the Act. At any other time, the procedure upon arbitration pursuant to the provisions of **Section 16.1** shall be as follows:

- (a) within twenty (20) days after the written request of either of the parties hereto for arbitration, each of them shall appoint one (1) arbitrator and the two (2) so appointed shall, within twenty (20) days after the expiration of the twenty (20) day period, select a third. In case either of the parties hereto fails to name an arbitrator within twenty (20) days after the written request for arbitration, the arbitrator appointed shall be the only arbitrator. In case the two (2) arbitrators so appointed are unable to agree on a third arbitrator within twenty (20) days after the expiration of the first twenty (20) day period mentioned above, application shall be made as soon as reasonably possible to any Judge of the Superior Court of Justice for the appointment of a third arbitrator. The arbitrator or arbitrators so appointed shall have all the powers accorded arbitrators by the *Arbitration Act, 1991* as from time to time amended, or any Act in substitution therefor. The decision of the said arbitrator or arbitrators (or of a majority of such arbitrators) shall be final and binding on the parties hereto.

ARTICLE 17 – TRANSFERS/GENERAL CLAUSES

17.1 Transfer or Assignment

This Agreement may be sublicensed, granted, transferred or assigned:

- (a) by the Township or Company in its entirety, to a single sublicense, grantee, transferee or assignee with the other's prior written consent, which consent shall not be unreasonably withheld. However, no approval will be required for an assignment, transfer or sublet to an Affiliate or to a purchaser of all of the Company's assets, although the Company shall notify the Township of such sublicense, grant, assignment, transfer or sublet;
- (b) by the Company in part during the Term or Renewal Term without the Township's prior consent in writing provided:
 - (i) the Company ensures that the sublicensee, grantee, transferee or assignee files an irrevocable Letter of Credit in the amount of Ten Thousand (\$10,000.00) Dollars with the Township effective the date of the sublicense, grant, transfer or assignment pursuant to **Article 7**;
 - (ii) the Company provides evidence of the sublicensee's, grantee's, transferee's, or assignee's insurability to the Township in accordance with the requirements of **Article 14**;
 - (iii) the Company, where a telecommunications carrier, provides evidence that the sublicense, grantee, transferee, or assignee is a Canadian carrier as defined in section 2 of the *Telecommunications Act*, S.C. 1993, c.38, as amended, or is a distribution undertaking as defined in subsection 2(1) of the *Broadcasting Act*, S.C. 1991, c. 11, as amended and is regulated by the CRTC to operate within the boundaries of the Township; and
 - (iv) the sublicense, grantee, transferee, or assignee enters into a written agreement with the Township in which it agrees to assume all of the obligations and liabilities of the Company under this Agreement;
- (c) by the Company in part or in its entirety during the Term without the Township's prior written consent to an entity that is controlled, directly or indirectly, by the Company or its parent corporation or to an entity that controls the Company, although the Company shall notify the Township of such event as soon as reasonably possible after it occurs.

17.2 Joint and Several Liability

The Company shall remain jointly and severally liable with the assignee to the Township for all Equipment installed prior to the date of assignment until the assignee has entered into an agreement with the Township which assumes this liability.

17.3 Enurement

This Agreement shall enure to the benefit of and shall be binding on and enforceable by the parties and their respective successors and permitted assigns.

17.4 Pledge of License as Security

The Company may pledge the license granted by this Agreement as security without the consent of the Township to any Person directly or indirectly providing financing to the Company, but such pledge shall not release the Company from its obligations and liabilities under this Agreement

17.5 Jurisdiction

The Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario.

ARTICLE 18 – TERMINATION

18.1 Default by Company

If the Company defaults in any of its material obligations under this Agreement and fails to correct the default within thirty (30) days of written notice from the Township or fails to commence correcting the default within thirty (30) days of written notice from the Township and fails to complete the correction within a reasonable time after the written notice is received, the Township may, at its option, after written notice to the Company:

- (a) terminate this Agreement in the event of a default identified in **Section 18.3**;
- (b) perform the obligation at the Company's expense;
- (c) draw on the irrevocable Letter of Credit as required; and,
- (d) take any other action as required.

18.2 Events Constituting Default by Company

The following events shall constitute an event of default on the part of the Company permitting the termination of this Agreement:

- (a) If the Company defaults in the payment of any material amounts payable pursuant to this Agreement; or
- (b) if there is filed by or against the Company in any court an uncontested petition in bankruptcy or insolvency or for reorganization on account of bankruptcy or insolvency or for the appointment of a liquidator of the Company's property, or if the Company makes an assignment or petitions for or enters into an arrangement for the benefit of creditors and any such petition remains undismissed after thirty (30) days or stayed on appeal.

18.3 Continuing Obligations

In the event of termination of this Agreement by expiry of its Term, Renewal Term, or otherwise;

- (a) the Company and/or its successors and assignees shall continue to be liable to the Township for all payments due and obligations under this Agreement;
- (b) the Company's installed Equipment shall remain the property of the Company; and
- (c) all the unfulfilled covenants, indemnities and obligations of the Company and the Township hereunder shall survive.

18.4 Abandonment of Equipment

Whenever the Company ceases to use and will not in future use ("**Abandons**") any portion of the Equipment in, on, under, over, along or across a Service Corridor, it shall:

- (a) within thirty (30) days of such abandonment, file with the Township a statement in writing giving in detail the location of the Equipment that has been Abandoned;
- (b) if requested by the Township, remove said Equipment at the Company's sole cost and expense;
- (c) subject to **Section 18.4(d)** below, make safe any underground vaults, manholes and any other underground structures that are not occupied or used by a Third Party; and
- (d) forthwith repair any damage resulting from the removal and restore the Service Corridors to the condition in which they existed prior to the removal. If the Company fails to remove its abandoned Equipment and restore the Service Corridors, the Township may complete the removal and restoration and charge all such costs to the Company.

ARTICLE 19 – NOTICE

19.1 Notice

Any notices under this Agreement given to the parties hereunder shall be conclusively deemed to be sufficiently given if personally delivered, sent by prepaid registered mail addressed as follows, transmitted by fax to the number of the party to whom it is intended, or delivered by email addressed in the case of the Township to:

The Corporation of the Township of Wilmot
 60 Snyder's road West
 Baden, Ontario
 N3A 1A1

Or in the case of the Company to:

Mornington Communications Co-op Ltd.
 16 Mill St. E.
 Milverton, Ontario
 N0K 1M0
 Email: gregf@mornington.ca

Any notice made by mail will be deemed to have been given or served on the third (5rd) day after it is deposited in any post office in Canada. Any notice given by personal delivery, or email will be deemed to have been given on the first (1st) day following the day it is sent or delivered. A party may change its address for service at any time by notice in writing to the other party.

IN WITNESS WHEREOF the parties hereto have affixed their corporate seal under the hand of their proper officers or set their hand and seal.

**THE CORPORATION OF THE
TOWNSHIP OF WILMOT**

**Company Mornington Communications
Co-op Ltd.**

Corporation Per:

Per:

Dawn Mittelholtz, Clerk

Name: Ken Naylor
Position: General Manager

Les Armstrong, Mayor

Name:

We have authority to bind the Township

I/We have authority to bind the Company

FORM "1"

NOTE: Township policy requires that the Letter of Credit be issued by any one of the following financial institutions:

Bank of Montreal,
Bank of Nova Scotia,
Canadian Imperial Bank of Commerce,
Royal Bank of Canada,
Toronto-Dominion Bank or,
Meridian Credit Union

Your Name & Address

Date of Issue:
Irrevocable Standby Letter of Credit

Reference No:

APPLICANT

BENEFICIARY:
THE CORPORATION OF THE TOWNSHIP OF
WILMOT
60 Snyder's Road W
BADEN, Ontario N3A 1A1

AMOUNT:
MAXIMUM in Canadian Dollars:

We hereby authorize you to draw on (Bank & Address) for Account of (Applicant), up to an aggregate amount of (amount) (CAD) available of your drafts at sight, indicating L/C number and date, accompanied by:

Your signed statement certifying that the amount drawn under this Credit is due and payable to you by (applicant), that you have requested payment of the said amount from (applicant) and have not received payment.

The original of this Standby Letter of Credit

It is a condition of this Standby Letter of Credit that it is deemed to be automatically extended without amendment for one year from the date of expiry hereof or any future expiration date, unless at least thirty (30) days prior to any expiration date, we notify you in writing by registered mail or courier that we elect not to consider this Standby Letter of Credit extended for any such additional period. Upon receipt by you of such notice, you may draw hereunder by means of your demand stating that you are claiming under this Standby Letter of Credit because we have elected not extend it.

We hereby engage with you that drafts drawn in conformity with the terms of this Standby Letter of Credit will be duly honoured if presented to us on or before the expiry date.

This Standby Letter of Credit is subject to the version of the ICC Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce, Paris, France, which is in effect on the date of issue.

Schedule A (Map of Area to be Seved by Mornington Communications Co-op Ltd.)

SCHEDULE 'B'

The Company shall pay the Township the following fees for the Township's costs attributable to the Work:

- The Township's labour and machine time rates plus fifteen percent (15%); and
- Subcontractor invoices related to the Recoverable Costs as described in Section 13.2.

The Township's labour rates are as follows and subject to annual review by Council and updated through the Township's fees and charges bylaw

Roads Operators (2020 Rates):

- | | |
|---|--------------|
| • Regular Hourly Rate – Roads Operator | \$48.40/hour |
| • Time and Half Hourly Rate – Roads Operator | \$72.60/hour |
| • Double Time Hourly Rate – Roads Operator | \$96.80/hour |
| • Roads Operator Pickup Truck (2021 Rates) | \$56.05/hour |

Hourly, machine time and mileage rates may be adjusted annually, in which case, the most current rates will be invoiced.



TOWNSHIP OF WILMOT

PUBLIC WORKS & ENGINEERING Staff Report

REPORT NO: PW 2021-07

TO: Council

SUBMITTED BY: Jeff Molenhuis, P. Eng., Director of Public Works & Engineering

PREPARED BY: Mark Jeffery, C.E.T., Senior Engineering Technologist

REVIEWED BY: Grant Whittington, CAO

DATE: March 22, 2021

SUBJECT: Co-operative Contract – Pavement Markings

RECOMMENDATION:

That Council approve participation in the co-operative tender with the Grand River Co-operative Purchasing Group (GRCPG) for supply and placement of Pavement Markings by Guild Electric Limited for a term of one (1) year, from April 1, 2021 to December 31, 2021.

SUMMARY:

This report outlines the procurement processes and recommends award of a term contract to Guild Electric Limited of Toronto for the supply and placement of centerline pavement markings for the Township's Annual Pavement Marking Program.

BACKGROUND:

The Township is a participating member of the Grand River Co-Operative Purchasing Group, represented by the Supervisor of Procurement and Payroll. Participation on this co-operative buying group has permitted the Township access to significant savings on the procurement of various municipal supplies and services.

As per the Procurement By-Law 2016-30, purchasing through co-operatives and/or joint contracts is encouraged when such purchases are in the best interests of the Township. Council approval is required if the Corporation's portion exceeds \$50,000 in value.

The Township is responsible for the operation and maintenance of approximately 271 centerline kilometers of roadway. As part of the annual operation and maintenance program an effective pavement marking program is undertaken to provide the community with well delineated roadways that meet the needs of motoring public and to also adhere to provincial safety requirements.

Properly marked roadways help to provide guidance for motorists by identifying when it is safe to pass, distinguish between lanes and improves overall visibility during difficult driving conditions in inclement weather such as fog, heavy rain and blowing snow.

REPORT:

The City of Cambridge, on behalf of the GRCPG, released Tender 2019-11, Pavement Marking, and has contracted Guild Electric Limited to supply and place pavement markings for period of one (1) year with the option to extend the contract for two (2) consecutive, one (1) year terms.

The GRCPG contract inclusion clause as identified in tender documents allows participating members of the purchasing co-operative to join under the same terms and conditions outlined in the lead member contract at any time through the duration of the contract term.

At time of tender close in 2019, it was noted that the cost for pavement markings under this contract had decreased slightly from the 2018 contract unit prices.

This contract will address rural and urban centre line marking in 2021. The Township intends to complete various line markings throughout the Township based on the cyclical pavement marking program utilized in previous years to meet the budget allocation.

Based on the tender rates and anticipated work in Wilmot in 2021, the estimated cost for supply and placement of centerline pavement markings in the Township is \$ 66,652.70, net of HST.

Following the 2021 operating program, the co-op program will be considered for future years based on the future co-op procurement results.

ALIGNMENT WITH THE TOWNSHIP OF WILMOT STRATEGIC PLAN:

This initiative supports the goals and strategies of enhancing:

- Quality of Life through Active Transportation and Transit investments; and

- Responsible Governance through Active Communications, Fiscal Responsibility and Infrastructure Investments.

FINANCIAL CONSIDERATIONS:

The operating budget for this project is outlined below:

Funding Source	Amount
Pavement Marking Program – Roads Operating Budget	\$ 70,000
Total Budget	\$ 70,000

Total costs expended on this program will continue to be controlled by the Township by determining the number of kilometers of centerline marking completed in a year. Given the above, the 2021 Pavement Marking Program is anticipated to remain within the budget allocation for the year. In future program years, staff will be reviewing financial impacts to marking all higher-class road segments annually and will budget operating costs accordingly.



REPORT NO: DS 2021-007

TO: COUNCIL

SUBMITTED BY: Harold O’Krafka, MCIP RPP
Director of Development Services

PREPARED BY: Andrew Martin, MCIP RPP
Manager of Planning/EDO

REVIEWED BY: Grant Whittington, CAO

DATE: March 22, 2021

SUBJECT: Zone Change Application 07/20
Caiden-Keller Homes Inc. /
Dryden, Smith & Head Planning Consultants
Part of Lot 27-28, Plan 532A
18 Hincks Street, New Hamburg

RECOMMENDATION:

THAT Council approve Zone Change Application 07/20 made by Caiden-Keller Homes Inc. / Dryden, Smith & Head Planning Consultants, affecting Part of Lots 27 and 28, Plan 53A, to:

1. To reduce the front yard setback and rear yard setback for the semi-detached dwelling from 7.6m and 7.5m to 4.5m and 4.77m respectively,
2. To reduce the lot area required for a lot containing a semi-detached dwelling from 560m² to 517.81m²,
3. To reduce the front and left side yard setback for a two storey single detached dwelling from 7.6m and 2.0m to 6.0m and 1.2m respectively,
4. To reduce the lot area for a single detached dwelling from 500m² to 428.85m², and
5. To reduce the lot frontage and width for a single detached dwelling from 12m and 15m to 11.26m.

SUMMARY:

This application proposes to amend the zoning of the subject property by introducing setback and lot area reductions to permit redevelopment of the property with a semi-detached dwelling (with additional dwelling units) and the severance of a new residential lot to be developed with a single detached dwelling.

The proposed semi-detached dwelling and single detached dwelling along with their associated additional dwelling units (accessory apartments) are permitted within the existing zoning. This application simply proposes modifications to existing regulations to account for the unique property configuration.

The proposed zoning amendment represents an appropriate land use for the subject property. The Township Official Plan promotes a mix of housing types and densities within the Urban Residential Designation. The integration of apartments, townhomes and other multiples within existing and established neighbourhoods represents compatible land uses.

BACKGROUND:

A Public Meeting was held on October 5, 2020. Notice that this application would return to Council for a decision was given to property owners within 120 metres of the subject lands on February 25, 2021. The following is a summary of comments received.

Public (complete written comments included as Attachment B):

Rodney Schwartzentruber, Hincks Street: concerned with traffic, parking, the type of proposed housing, snow storage, and property values.

Leslie Radford, Hincks Street: concerned with sanitary sewer infrastructure, potential damage to the swimming pool on the abutting property, parking, and impact on property value, but supporting either two single family dwellings, or a 4-unit building with sufficient parking.

Gondi Rashid, Hincks Street: concerned with safety as a result increased traffic and parking

Craig and Cindy Nichols, Hincks Street: verbal submission at public meeting – concerned with privacy as a result of the location of the buildings relative to their pool.

Mark and Gloria Rathbone, Hincks Street: verbal submission at public meeting – concerned with lack of parking, setback reductions, and impact on property values.

Ceri Nemes, Steinman Street: verbal submission and presentation at public meeting – concerned with loss of an old home, proximity of new buildings and parking to her home, that the plan does not accurately reflect buildings on adjacent properties, the number of people, privacy, availability for parking and snow storage.

Agencies: GRCA – no comments

Kitchener-Wilmot Hydro – no comments

Region of Waterloo – no objections, but requiring an agreement to implement noise warning clauses relative to the road and rail as part of a future consent application.

WCDSB – no comments or concerns

WRDSB – no comments or concerns

REPORT:

The subject lands are designated Urban Residential in the Township Official Plan, and are presently zoned Zone 3 (Residential) which permits a dwelling containing up to four units.

The applicant proposes to remove the existing dwelling and replace it with a four unit dwelling (a semi-detached dwelling with each side containing an additional dwelling unit). The applicant also proposes to establish regulations to permit a future severance to create an additional lot for a single detached dwelling.

To facilitate this proposed redevelopment, the following amendments are requested and are illustrated on Attachment A:

1. To reduce the front yard setback and rear yard setback for the semi-detached dwelling from 7.6m and 7.5m to 4.5m and 4.77m respectively,
2. To reduce the lot area required for a lot containing a semi-detached dwelling from 560m² to 517.81m²,
3. To reduce the front and left side yard setback for a two storey single detached dwelling from 7.6m and 2.0m to 6.0m and 1.2m respectively,
4. To reduce the lot area for a single detached dwelling from 500m² to 428.85m², and
5. To reduce the lot frontage and width for a single detached dwelling from 12m and 15m to 11.26m.

Since the Public meeting in October 2020, the Region of Waterloo provided updated comments indicating that noise mitigation would be sufficient through noise warning clauses registered on title and secured through an agreement as a condition of a future severance application.

The applicant also submitted a detailed survey of the property to identify the proximity of structures on abutting properties. As well, the engineering submission was updated to address lot grading and drainage. The site plan was updated to revise parking configurations and to reflect the survey work completed.

At the time of writing this report, the engineering submission was still under review. As well, the Region of Waterloo has indicated that, in the absence of comments to the contrary from CN, a noise and vibration study is required.

Prior to and at the Public Meeting, six property owners in the area submitted letters and/or made verbal presentations expressing concerns with the application. The following paragraphs provide comments and/or solutions to these concerns.

Land use compatibility and appropriateness of development

This application does not consider the type of dwelling units proposed given the zoning by-law already permits a single detached, semi-detached, duplex, triplex or fourplex within Zone 3. This zoning is consistent with the rest of Hincks Street and the surrounding streets. This development also proposes “additional dwelling units – attached” which is essentially an apartment within a home. These units, formerly referred to as residential conversions, have always been permitted within Zone 3, but the terminology was changed and the use extended to all residential neighbourhoods in August 2020 to implement Provincial requirements to do so.

There are no sanitary sewer servicing capacity issues that would limit development on the subject property. Servicing connections and work within the road right-of-way would be subject to additional review and approvals prior to issuance of a building permit.

Building locations and setbacks

The subject property is constrained primarily by its unique configuration. The existing dwelling on the property is located on or very close to the “rear property line” adjacent to the neighbouring pool. For the purposes of the zoning by-law, prior to a severance, this property line would actually be considered a side property line based on the properties current configuration. As proposed, redevelopment would shift the proposed new semi-detached dwelling further from the “rear property line” than the existing home, but closer to the front property line. Prior to a severance application, the semi-detached dwelling would actually exceed the minimum setback of 2.0m from the property line nearest the neighbouring pool.

With respect to side yard setbacks, the proposed semi-detached dwelling exceeds minimum requirements. It is unreasonable to require the subject property to increase setbacks to accommodate for existing deficiencies on abutting properties. Construction fencing will be required to be utilized during demolition and re-construction to prevent impacts to neighbouring properties and to control access to the property.

The south side yard set of the proposed singled detached dwelling is proposed to be reduced from 2.0m to 1.2m. Typical side yard setbacks for two-storey dwellings range from 1.2m to 2.0m and as a result, the proposed reduction is not uncommon. The north side yard setback, exceeds the minimum side yard requirements.

Homes and businesses on Hincks Street have a range of front yard setbacks, and as such front yard reductions for both the proposed semi-detached dwelling and single detached dwelling are not incompatible with the existing street.

The proposed site plan identifies that the property can be developed with structures that do not introduce unreasonable setbacks and provide adequate space for off-street parking, snow storage, and outdoor amenity areas.

Traffic and parking

Concerns were expressed regarding the impact of additional traffic and on-street parking in this area.

The proposed residential uses are not anticipated to provide an appreciable increase in traffic and did not warrant further traffic analysis from either Township (Hincks Street), or from the Region of Waterloo (intersection of Steinman Street and Waterloo Street).

The proposed site plan achieves the required number of parking spaces as follows:

- Semi-detached dwelling – each side requires two parking spaces
- Single detached dwelling – requires two parking spaces
- Additional dwelling unit – attached – 1 space per unit

As illustrated on the site plan included as Attachment A, each side of the semi-detached dwelling has at least three spaces – two for the main dwelling unit and one for the additional dwelling unit – attached. The single detached dwelling has at least three spaces – two for the main dwelling unit and one for the additional dwelling unit – attached. Regulations contained within the Planning Act do not allow municipalities to require more than one parking space for an additional dwelling unit.

Parking is currently prohibited on the west side of Hincks Street. Comments were raised regarding existing parking in the no parking areas, which ultimately requires enforcement. As with any other residential property, residents may choose to park on the street provided such parking is in compliance with the Township parking by-laws. By providing sufficient off-street parking, the demand for on-street parking is reduced or eliminated.

Should on street parking become an issue, the matter would be reviewed by the Township and, if required, actions could be taken to minimize the impacts through the establishment of additional no parking areas and through by-law and police enforcement.

ALIGNMENT WITH THE TOWNSHIP OF WILMOT STRATEGIC PLAN:

The approval of infilling residential uses maximizes the use of existing infrastructure and reduces the demand for additional greenfield lands to accommodate all residential development which are both strategies in achieving the Township's goal to protect the natural environment.

FINANCIAL CONSIDERATIONS:

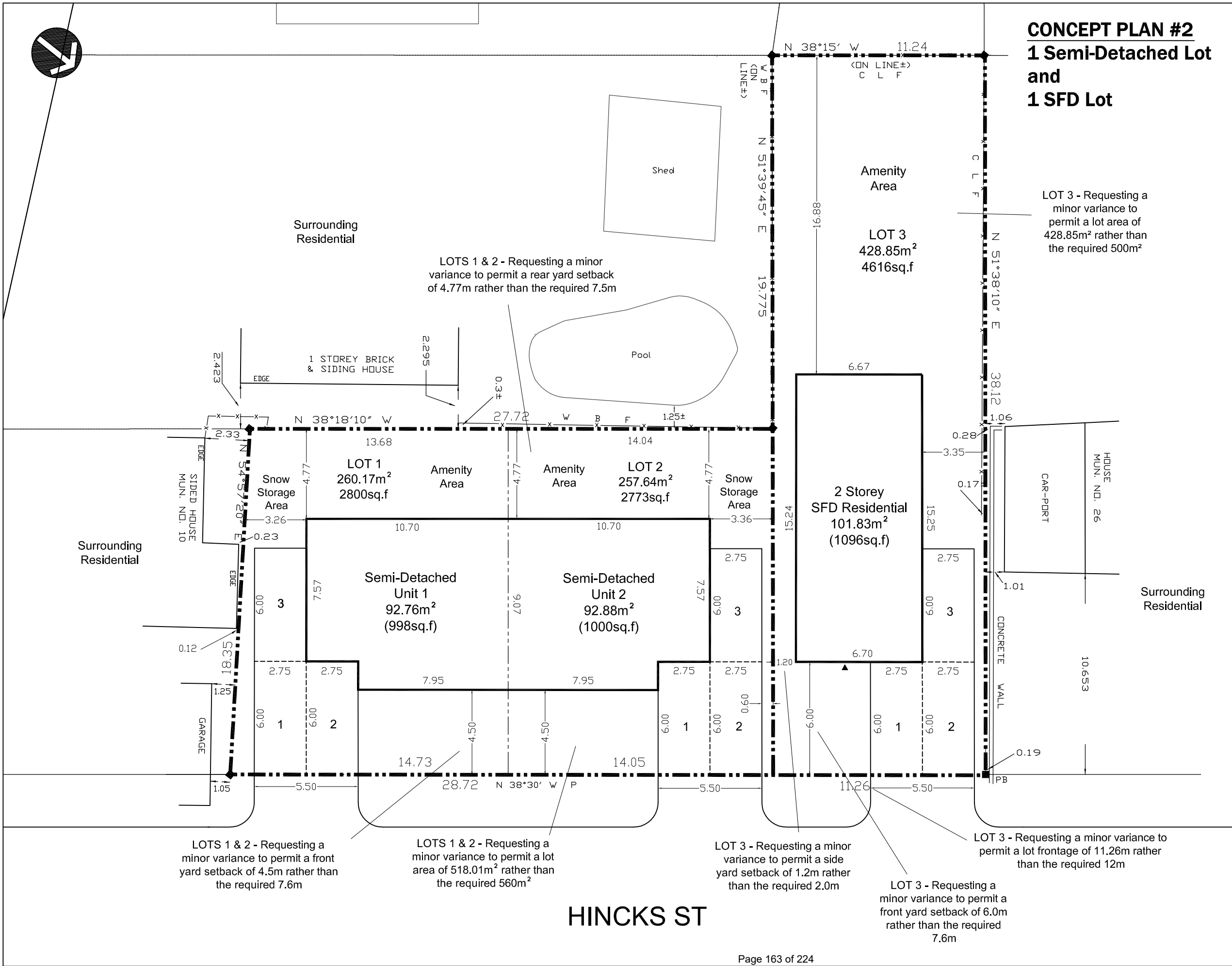
The application fees, established by the Township of Wilmot Fees and Charges By-law, were collected at the time of application.

ATTACHMENTS:

Attachment A	Concept plan
Attachment B	Public comments

Attachment A

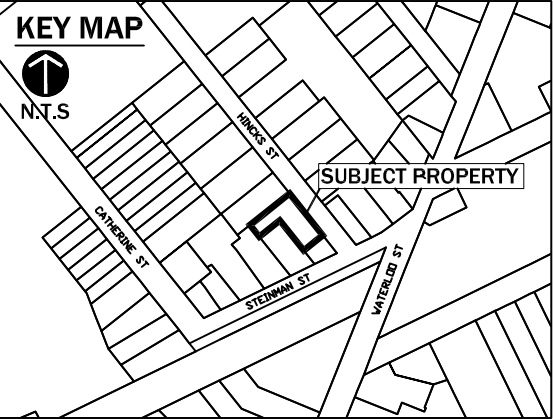
Concept site plan



CONCEPT PLAN #2
1 Semi-Detached Lot
and
1 SFD Lot

CONCEPT SITE PLAN

PART OF LOT 27
PLAN 532A
18 HINCKS ST
TOWN OF NEW HAMBURG
REGION OF WATERLOO



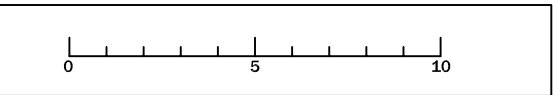
PROPOSED DWELLINGS
IN THE TOWNSHIP OF WILMOT
(RESIDENTIAL ZONE 3)

Semi-Detached - Whole Lot			
	REQUIRED	PROVIDED	VARIANCE
LOT AREA	560m ²	518.03m ²	41.97m ²
LOT WIDTH	18m	18.35m	
SIDEYARD	2.0m	3.26 / 3.36m	
REARYARD	7.5m	4.77m	2.73m
FRONTYARD	6.0m	4.5m	1.5m
LOT FRONTAGE	18.0m	28.72m	
DRIVEWAY WIDTH (MAX)	5.5m	5.5m	

Single Family Detached (SFD)			
	REQUIRED	PROVIDED	VARIANCE
LOT AREA	560m ²	428.85m ²	131.15m ²
LOT WIDTH	18m	38.12m	
SIDEYARD	2.0m	1.2m	0.8m
REARYARD	7.5m	16.84m	
FRONTYARD	7.6m	6.0m	1.6m
LOT FRONTAGE	12.0m	11.26m	0.74m

SITE STATISTICS

ZONING: RESIDENTIAL ZONE 3
LOT 1 AREA: 260.17m²
LOT 2 AREA: 257.64m²
LOT 3 AREA: 428.85m²



DRYDEN & SMITH & HEAD
Planning Consultants Ltd.

REVISION: JANUARY 24, 2020
MARCH 10, 2020
SEPTEMBER 3, 2020
OCTOBER 23, 2020
NOVEMBER 26, 2020
DECEMBER 15, 2020
DECEMBER 23, 2020

DATE: JANUARY 24, 2020
SCALE:
ACAD DWG FILE: 15810 Hincks St
JOB NO: 15810
FILE NO: 15810

Attachment B

Public comments

Andrew Martin

From: LESLIE RADFORD
Sent: Sunday, September 20, 2020 10:19 AM
To: Planning
Subject: Zone Change Application - 18 Hincks Street New Hamburg

From
Leslie Radford
New Hamburg ON

Re: Zone Change Application 07/20 Caiden-Keller Homes Inc. / Dryden, Smith & Head Planning Consultants Part of Lot 27-28, Plan 532A 18 Hincks Street, New Hamburg

Good morning,
Please consider my input, concerns, and suggestions in regards to the development application for the property at 18 Hincks St.
Please also notify me of the decision of the Township of Wilmot on the proposed zoning by-law amendment.

In reference to **Planning Justification Report:**

C1 - Sanitary Sewer

It states 'If possible the existing sanitary to the existing house will be used to connect the new semi-detached.'
I believe it is unreasonable to try to assume that sanitary system flow constructed for use by one home, can accommodate the needs of proposed 4 units in the new semi-detached, as well as proposed future single family home on this property. The infrastructure on Hincks Street is several decades old, and will likely need extensive review and remediation if it is going to increase the number of households on this section of sewer system.

Appendix B : Maps

Map 2 Aerial View

- The aerial image shows abutting residential property at back of proposed property is directly next to a concrete pad for swimming pool of property on Steinman St. This concrete pad butts right against the back edge of foundation of the existing building which is proposed for demolition. My concern is, in the demolition of existing house, what will happen to the concrete pad, its integrity, and required safety fencing surrounding the pool during construction? Please provide proposed plans to maintain integrity and safety of swimming pool area.

F1 - Proposed Zoning

States, 'On site parking will be provided for the units.'

Please see concept plan which illustrates an apparent lack of suitable parking for the units. The plan appears to provide for three vehicles to be parked up each side of the building, with one car parked behind the other in single file. There will be a situation of multiple car owners having to move their vehicles frequently in order to get in and out of the driveway. Additionally, there is no parking any time on this side of Hincks St. If tenants get tired of car-jockeying in the driveway, they will be tempted to either park illegally on the designated 'No Parking' side of Hincks St., or will be tempted

to move their vehicles to opposite side of Hincks St. where single family homes currently use that space for themselves for street parking.

As a resident of Hincks Street, and living near the nealy built semi-detached homes at 57 and 59 Hincks, I have witnessed situations of insufficient parking for these units, especially if just one of the households has guests. I've also seen cars belonging to 59 Hincks St. parked illegally on Hincks St. during the winter season, causing issues for the snow plows.

I support the idea of the urban area to serve the needs of population growth. However the proposed severance of this property being used to cram in as many residences as can fit in the existing property will lead to over-population on this lot, traffic and parking headaches for the area, and will reduce the value of property and appeal of this section of Hincks Street for those who are single-family home owners.

I suggest to not sever the property, and instead to build either two smaller single family homes on the existing lot, or a 4-unit semi-detached building that will have sufficent parking.

My thanks and regards,

Leslie Radford, home-owner

Andrew Martin

From: gondi rashid
Sent: Wednesday, September 23, 2020 10:33 PM
To: Planning
Subject: Gondi from hincks st

CAUTION: This email originated from outside of the organization. Do not click links or open any attachments unless you recognize the sender and know the content is safe.

Hello to who this may concern my home is [REDACTED] right across 18 hincks st my street is already busy with people from lower hincks street racing up now I see the city is making people like me with young kids move away by bring 5 more families to this street making it not a safe road for my kids I have 4 kids I wanted to build my home here I love upper hincks no one has ever bothered us we have had problem with lower hincks people driving like it's a race track and the city put In the. No left turn on the railroad but I see now there making the street even busier where's are all the visitors going to park most likely In front of my home where my kids can't see cars coming if they ever cross I am not for this . This is a family street let them go find another property to flip there so much more to be said but my family's safety first Thank you Gondi Rashid Sent from my iPhone

September 20, 2020

To: Andrew Martin, Manager of Planning
Development Service Department
Township of Wilmot
60 Snyder's Road West, Baden, ON N3A 1A1

Re: Zone Change Application 07/20
Caiden-Keller Homes Inc./Dryden, Smith & Head Planning Consultants
Part of Lot 27-28, Plan 532A
18 Hincks Street, New Hamburg

Dear Mr. Martin:

I am writing to express my opposition to the proposed rezoning application 07/20, 18 Hincks Street, New Hamburg.
I live at UPPER Hincks Street and my home is situated directly across from the proposed development.

Upper Hincks Street is comprised mainly of single family residences; unlike lower Hincks Street which is mainly rental complexes. The majority of home owners in upper Hincks are young families. There is a large number of children within the immediate area. Additionally there is a daycare located directly across from the proposed development. To increase the number of residences on 18 Hincks Street will only exacerbate an already congested area and pose greater safety issues for all pedestrians.

The immediate location of the proposed development is already heavily burdened with traffic. A traffic and parking study should be conducted as part of the rezoning process. Presently there are parking issues. By increasing the number of residence on such a small footprint in an already congested Upper Hincks is unreasonable. A parking study will clearly highlight those issues.

Noteworthy: If owners of the 4 units and the proposed separate residence have just one visitor, where will they park? street parking is already a big issue, with such a high traffic area it causes a significant safety risk for everyone in the area.

Secondly, there is an issue with snow storage. I raise the question and concerns about locating snow during the winter season? In review of the proposed project lot plan, there is just no space for snow; or parking.

My third concern is the matter of property value. Property values for Upper Hincks are likely to go down if multi-family dwellings are built into a single family home neighbourhood. It would be advantageous to the local residence if data can be

provided that demonstrates how this multi-family dwelling will be an asset to the neighbourhood property market values.


In closing, 18 Hincks Street was never designed to accommodate a 4-plex and a single family home. The rezoning/variance application in-and-of itself is evident. Unlike Lower Hincks Street, Upper Hincks Street was never intended to be populated with multi-unit complexes.

I urge you to consider carefully the issues outlined and disapprove Zone Change Application 07/20 .

My opinions are shared by many.

Thank you for your continued service and support to our communities.
Best regards,

Rodney Schwartzentruber



Zone Change Application 07/20
Caiden-Keller Homes Inc./Dryden, Smith & Head Planning Consultants
Part of Lot 27-28, Plan 532A
18 Hincks Street, New Hamburg

The Material Impact to Neighbours


Ceri Nelmes
10 Steinman Street, New Hamburg






\$2,050/Monthly
 18 HINCKS Street
 New Hamburg, Ontario N3A2A3
 MLS® Number: 40025010

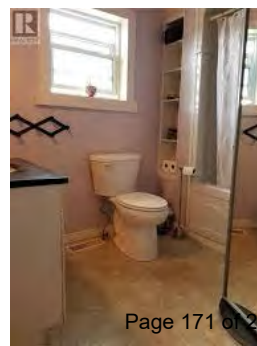
Sept 25, 2020

2 + 0 
 Bedrooms

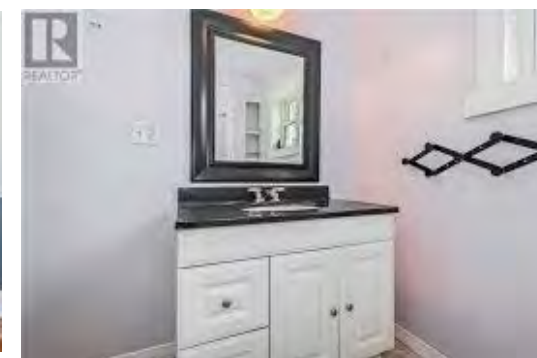
2 
 Bathrooms


 Single Family

Welcome to this beautiful century home that offers an abundance of charm and rustic flare. With over 1500 ft.² of living space, 3 bedroom, 2 bath and an eat in kitchen, there is more than enough room for all of your family and friends. The main floor features an amazing floor plan with a separate living room dining room area that's perfect for your next dinner party and a cozy family room with a wood burning fireplace for that extra ambiance. Another bonus feature on this floor includes a gas stove in the kitchen along with the 9ft ceilings and 12" baseboards that add to this incredible home's character. Need an office space and main floor laundry to tackle all of your tasks for the day? That's here too! The 1.5 car garage with hydro along with the massive L shaped .23 acre lot is sure to fulfill your outdoor needs. Just on the outskirts of town, you get the best of both worlds - easy commutewith peace and quiet. Short term rental.



Page 171 of 224





Material Change

Background

- When I purchased my house on 10 Steinman Street, August 2017, I investigated the neighbourhood before moving in.
- There was a lovely family, that lived adjacent to my home in a Century home, with large and lofty, 100+ year old trees. The family had been a part of New Hamburg, in that home, for 30 years (18 Hincks – the house that is slated to be torn down). The existing home is a fair distance away from my house and their garage blocks any views in or out from my main level.
- The house beside me (Steinman) is set back quite a bit, and we don't see each other because that side of my house doesn't have windows.
- In front of my home are train tracks.
- My neighbours across the street are far enough away, my external garage is between us.

About Me

I am a homeowner at 10 Steinman Street and request that the current proposal for severing the current lot to three separate lots at 18 Hincks St. be reconsidered. 18 Hincks St. abuts my property at the back of my home.



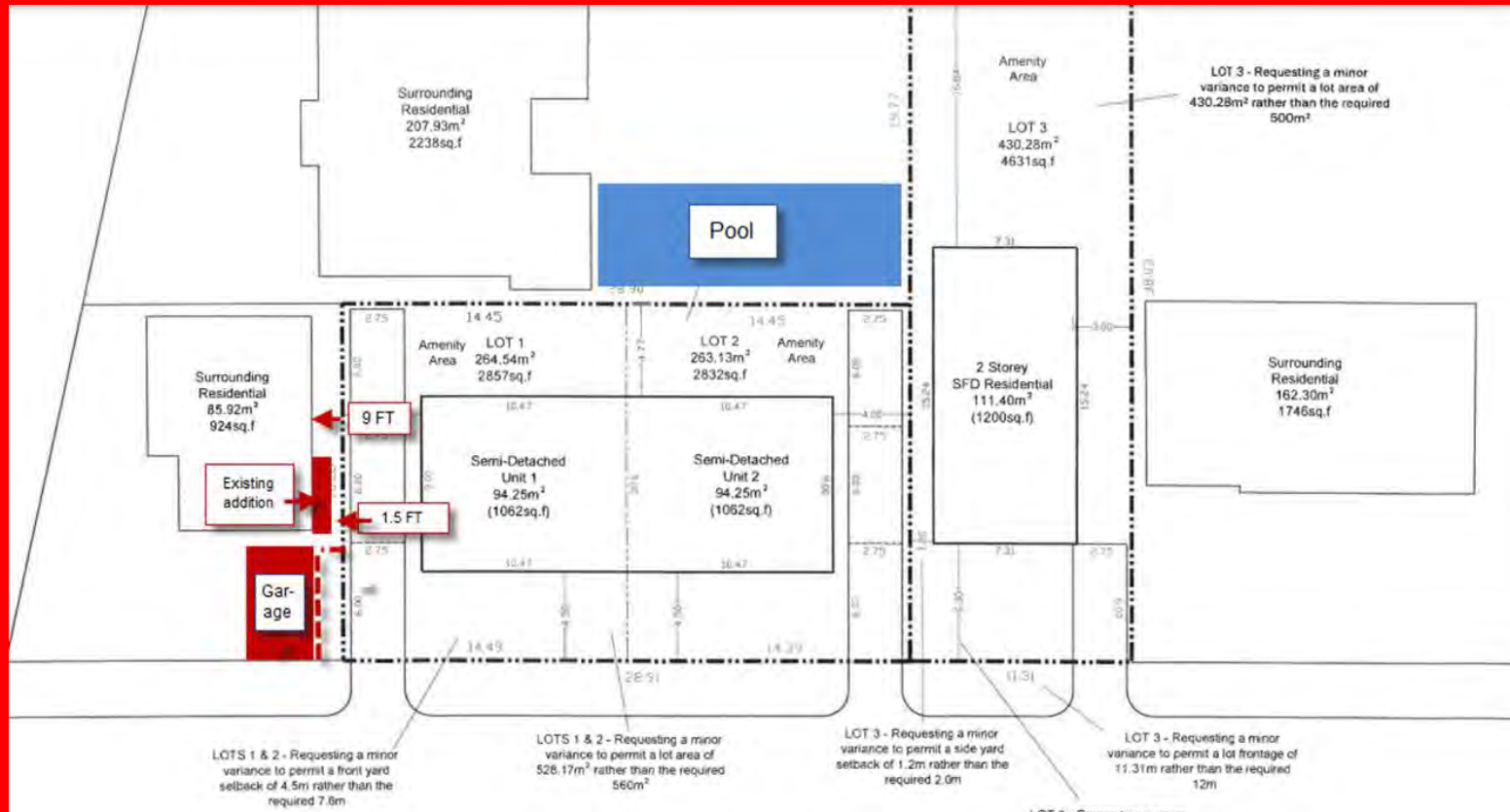
We would like Council to not approve the severing of one lot into three and not accept variances.

**13 second 18 Hincks St
video
(my house is the yellow
siding)**

Please note: the car is from the daycare's exit and was not staged

Known Errors on the Submitted Plan

The submitted plan does not include my physical garage or the bathroom laundry room at the back of my house. The latter is 1.5 feet from the fenceline. (I have included the neighbours pool.)



Primary Concerns



**Distance to the
Abutting
Properties**



**Number of People
/Residences**



Traffic / Parking



Garbage, Snow



**Material Change
to Enjoyment of
Existing Homes**

Number of People

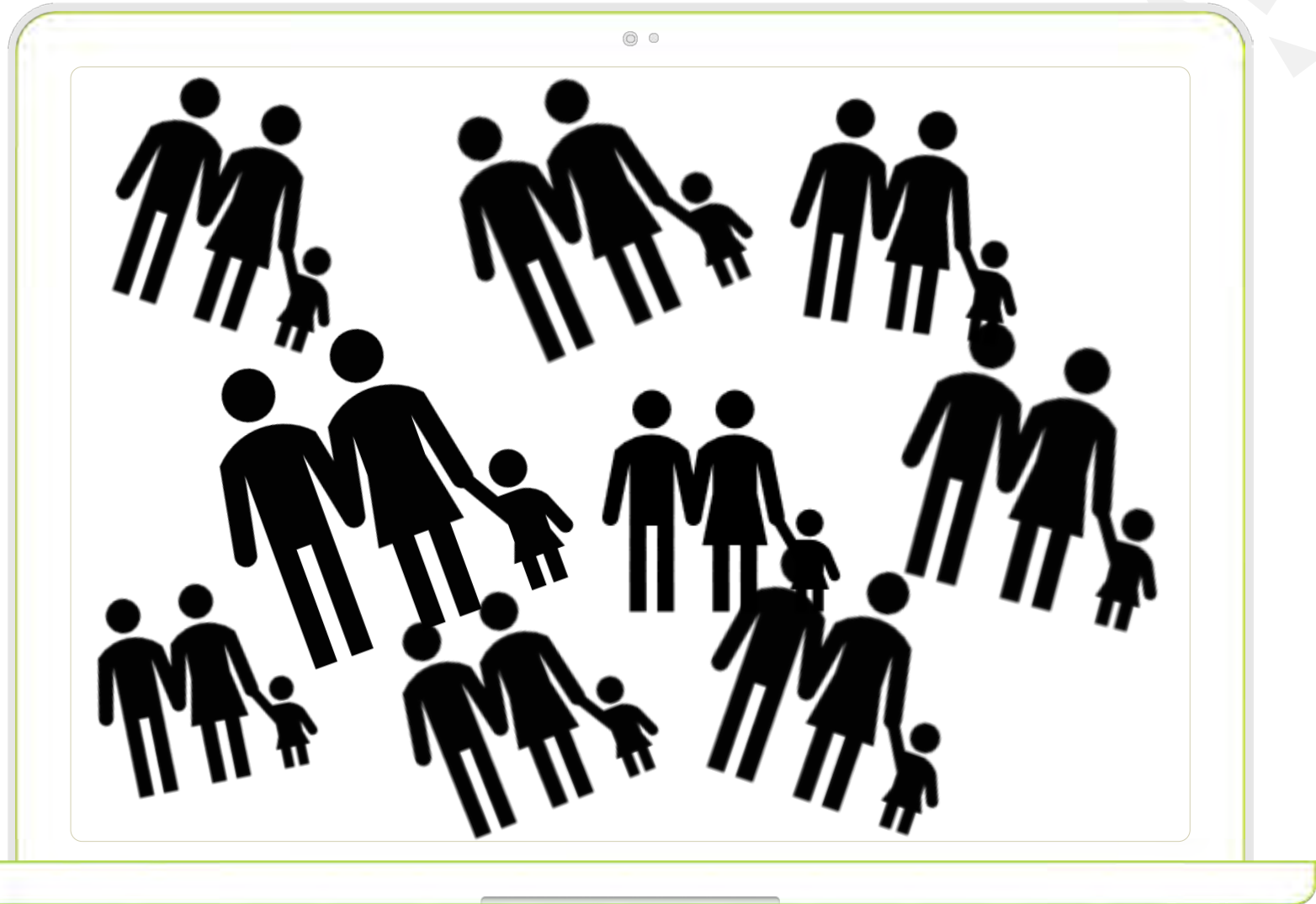
16+ people could live there

[Statistics Canada, Census Profile, 2016 Census, New Hamburg, Ontario](#) shows the average household size is 2.7 persons. This is a substantive material difference to the established neighbourhood.

Three residences with allowable basement apartments means six potential residences with the average of 2.7 people inhabiting.

The largest segment of households in New Hamburg are married couples with 2 children.

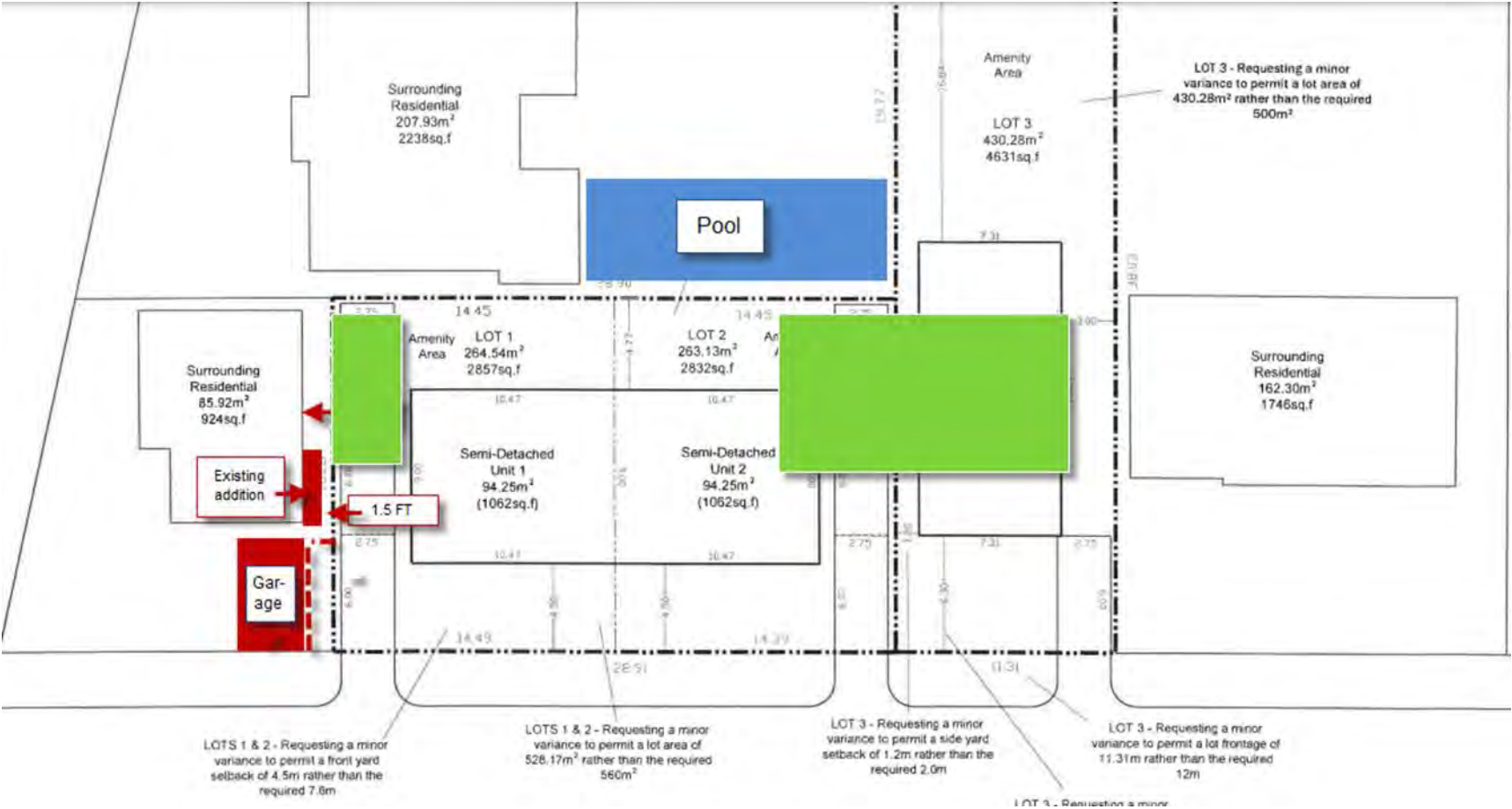
If we use that as a model, we are now looking at a potential of 16+ people, on a property that previously housed four.



To put that in perspective, It means almost a classroom of people and it significantly affects the surrounding neighbours' enjoyment of their own homes.

Please note: the slide has been updated to reflect accuracy. Oct 6, 2020

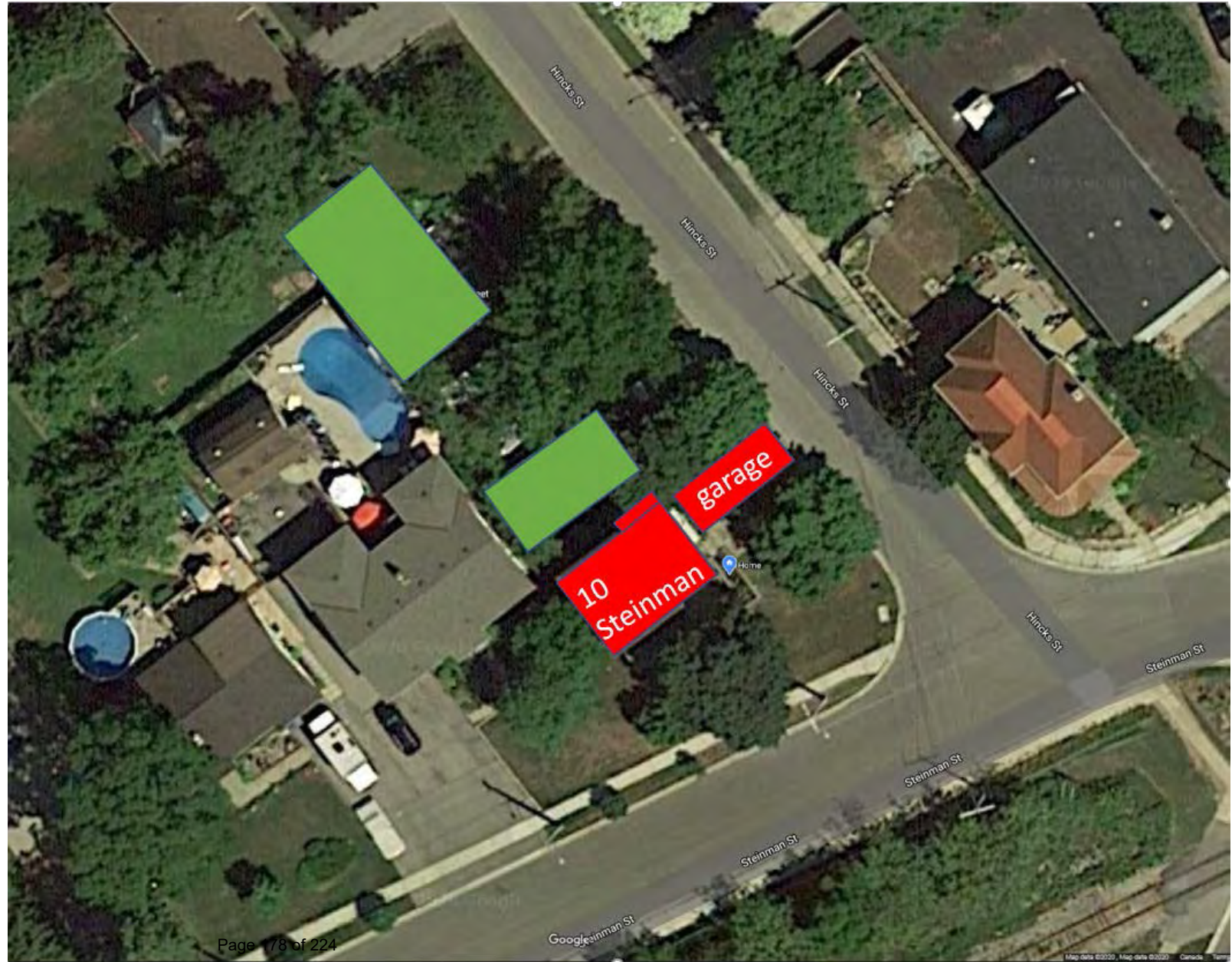
Let's Look at the Plan: Existing Property



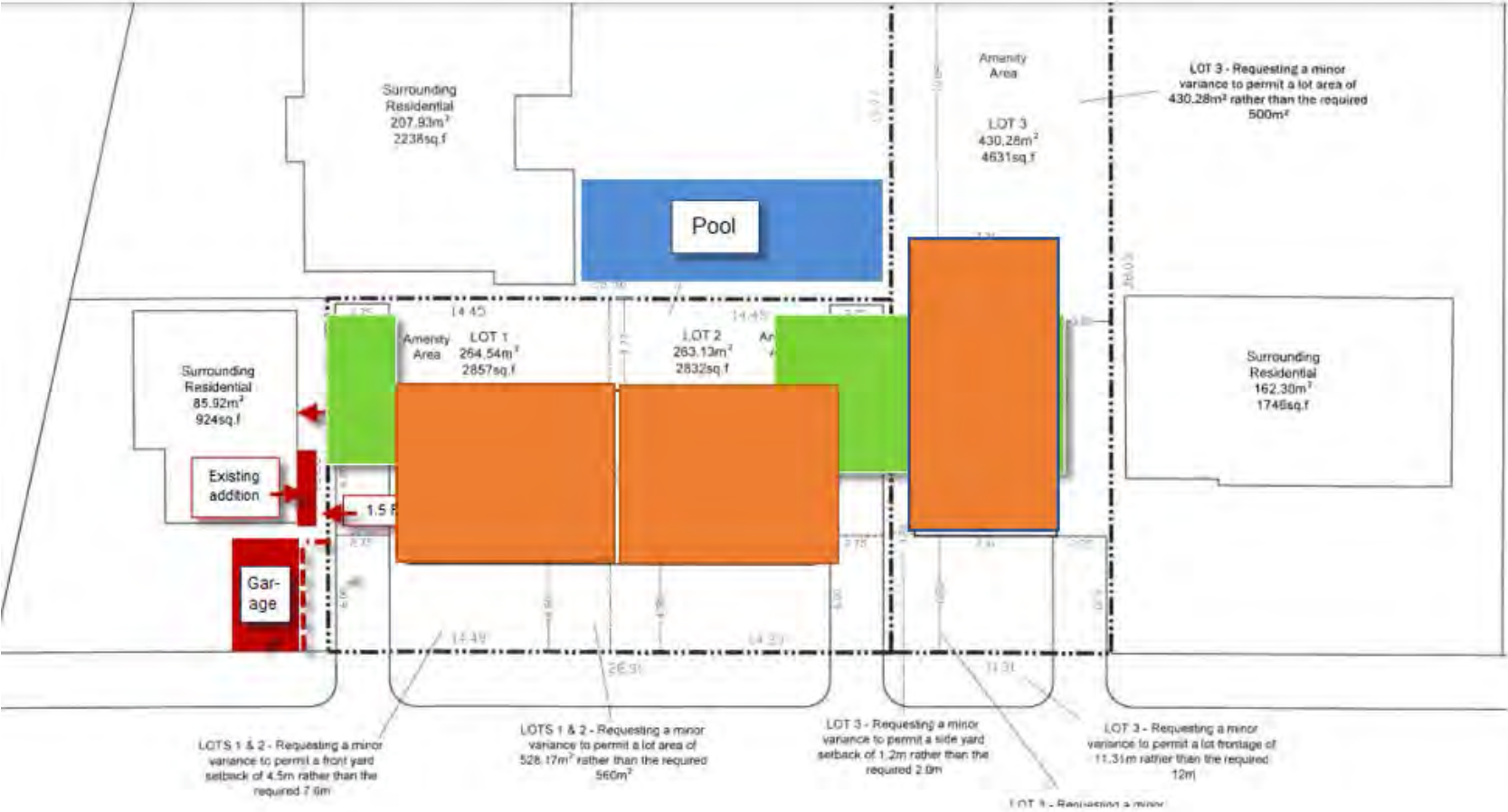
Green is existing garage and house. The red is areas not included on the submitted proposed plan. Blue is the neighbour's pool.

Let's Look at the Plan: Existing

Satellite view
Notice the size of the cars for scale.



Let's Look at the Plan: Proposed overlaying Existing



Orange is the proposed plan. Green is existing.
Please note how close the house is to the back of my house.

Let's Look at the Plan: Proposed

Satellite view
(Green to be removed) new builds in orange.
Parking in yellow



How the proposal physically affects me



Main Level

I virtually have no backyard and my property is higher in elevations

My living room / dining room / bathroom windows are (at the shortest) 1.5 feet from the fence and 9 feet (at the largest).

I currently look at the garage and the existing home cannot see into my home.



Upper Level

Main bathroom and bedroom.

This proposal means new residents could look directly into all of these windows from 10 feet away, my view becomes a semi and it will block any natural light coming into my home.

Please note: the submitted plans do not show the full house footprint.



My Garage

Currently, my garage is one foot from the road and is a blind spot and having seven to eight parking spots increases the traffic and risk. Directly in front of 18 Hincks St. there is traffic from a daycare.

Please note: the submitted plans left out the garage.

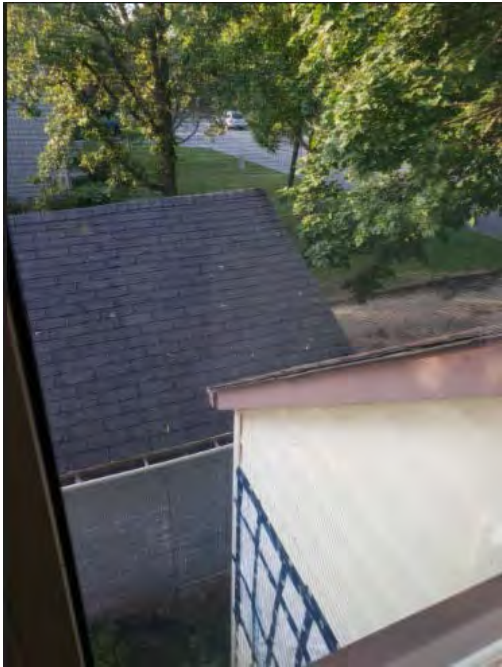


Let's Look at the Plan: My view

Note:

- My backyard non-existent. The property abuts my living space
- The new house will be built close to the existing shed – notice the distance of the existing house
- Parking will be where the shed is now
- Look how close someone parking is to my living space
- Notice the elevation so the fence height bylaw wouldn't block the view into my windows and the house would block ALL of my natural light
- The second last picture is from my living room and dining room
- The last picture is from my bedroom on the second level

Question: Do we know how tall they are building? Will there be decks/ balconies? We have not seen drawings or mock-ups of what the properties are proposed to look like. Playgrounds? Does zoning allow decks and balconies?



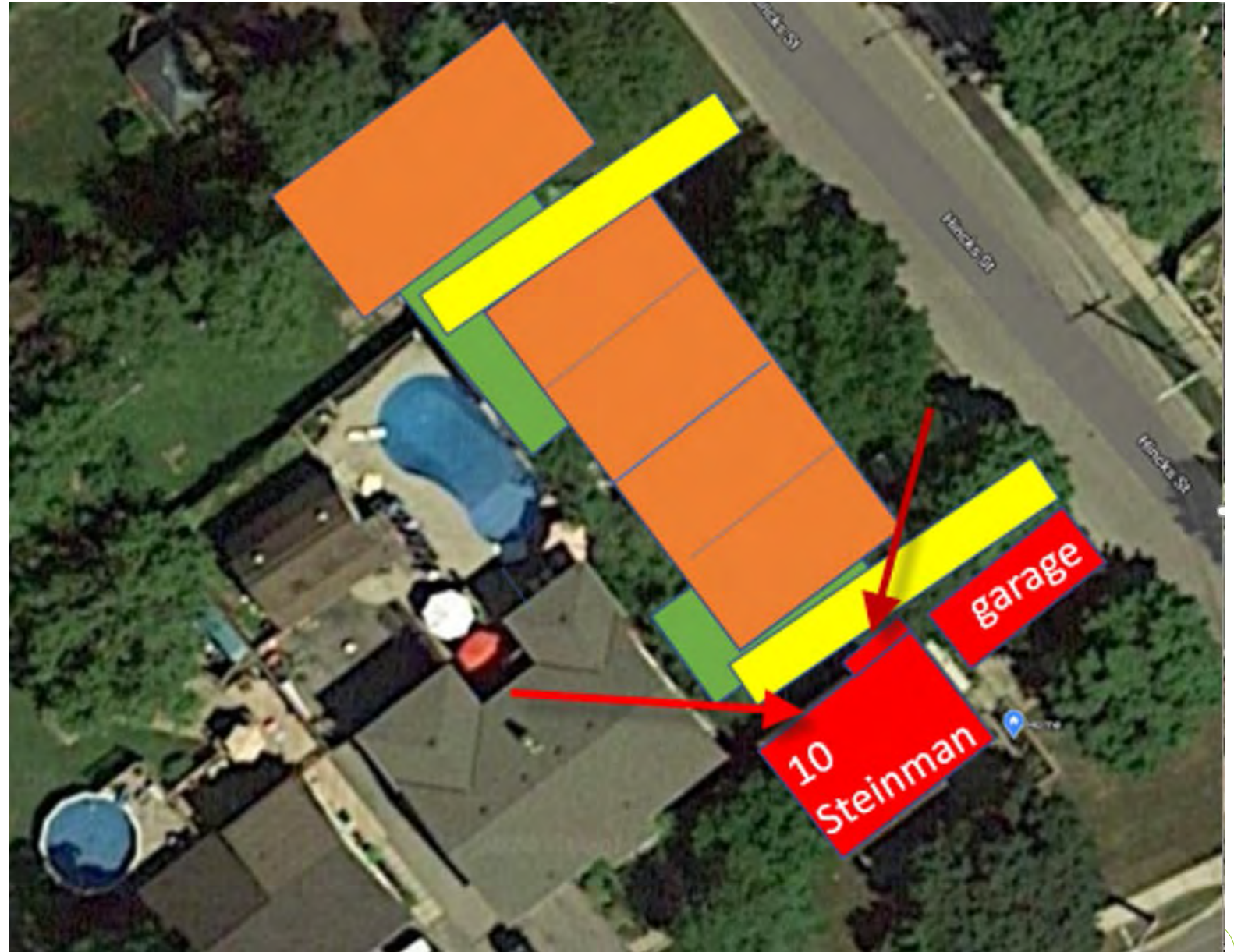
Parking

Satellite view

- Parking 2.5 feet from my bathroom
- 9 feet from the largest part of my backyard. (To put that in perspective, 9 feet is 1.5 average sized men laying down.)
- Parking is vertical not horizontal – if it was horizontal the lights would be in my house
- Details on next slide.



1.5 feet to fence (narrowest). 9 feet (deepest) The proposal puts parking one foot from (maximum height) fence and runs the whole length of the back of my house (living room/dining room)



Parking

How it affects me directly

- The parking is slated to be one foot beside the fence. The fence is 1.5 feet from my bathroom. It means 2.5 feet from someone sitting on the toilet there will be people getting in and out of their cars.
- It means that literally 10 feet away from my living room windows people will be parking/jostling their cars. My elevation is higher than the property – it means that my view would become parking because the height of fence bylaws. It also means that from 10 feet away, people can look directly into my living room dining room. Plus the noise of parking, chatting, revving engines. (Current view is their garage).
- It means that my plan to create a miniscule private sitting area in my yard is moot. It also means that the area now used for my dog will be beside exhaust fumes and has environmental impact on my century home.
- My garage – is one foot from the road and a potential blind spot. Having people backout and jostling makes this an imminent risk.

How it impacts the neighbourhood

- The plan has three spots for one pair of semis (plus potential basement apartment) to factor-in the municipal requirement.
- Where is the overflow parking? If 2.7 people live in six residences (with basement apartments) and let's say the two are adults (not including children/teens), the total number of adults for seven parking spots could be twelve adults.
- Where is guest parking? Parking is not currently allowed in front of the house.
- How will it work when each residence has to jostle cars because the parking is slated to be behind each other?
- Directly in front of the house there is the well-planned daycare exit route and “rush hour” traffic from that location. Is it a risk if 20 people are also leaving and jostling vehicles at “rush hour”?
- There is some street parking on the other side of the street and in front of homes on Steinman. Will the overflow parking now mean the existing residents will not have space for guests and that the fairly quiet streets now will have the slamming of doors and people coming and going in front of their homes?
- Where is the snow going to go if the house is so close to their parking?

Neighbours Privacy

Satellite view

Potential view of neighbours pool – huge material change to the enjoyment of their home. (They have children/teens)



Material Changes

The building of a new housing development in an existing neighbourhood materially changes the living conditions of its existing residents, the palimpsest, the privacy of the existing residents, and the enjoyment of our homes.

We would be willing to formally sit down with the developers and the Township's planning department to come to a mutually beneficial solution.

Construction

How will our properties be affected?

Will our yards be dug up? Will there be people on our properties? Where will the workers be going to the toilet? Where will the bins be for garbage, etc. What are they doing to contain dust and debris? How are they keeping the property safe during construction from injury? What is the turnaround time to replace broken windows, etc.? What is the impact on the existing residents – best/worse case scenarios?

Directly affecting my livelihood

Is there a plan for how construction will proceed? How we will be affected in terms of noise, dust, service interruptions, hours of construction, etc.? I work from home during normal business hours and have many phone/video business meetings. I am reliant on internet and power. I also work from home weekends and evenings for my own small business – and I typically have tight deadlines so any interruptions will directly affect my income. What is the recourse for loss of income due to issues?



Summary

If the property is approved for development, we ask council to use the existing footprint only.

- We would like to request another meeting to discuss specific items if this proposal is being considered for approval so we can obtain lawyers and have them present.
- We would like to request the following items:
 - Environmental plan for asbestos and lead paint in the demolition. Plus, the specific plan of what trees will be kept and which will be removed.
 - Pre and post assessments of neighbour properties and potential damage to homes from the demolition and construction by third-party structural engineers, with no vested interest, paid for by the developers. Plus, the installation and monitoring of crack and vibration monitors in our homes.
 - A traffic study and a light and noise study.
 - More parking for residents, an overflow parking plan, and a plan of safety.
 - A plan for garbage and snow removal.
 - A mandate to include neighbouring homes on the developers insurance plans to ensure if they default in building that our homes are covered for damages and we incur no direct costs.
 - Request a contract about when there will and won't be work on the property – times, dates etc. policed by the Township. Plus the scheduling of outages of services – including internet, power, water, electricity, etc. and compensation for interruptions.
 - A ban on building decks and balconies.
 - Height restrictions on building.
 - A visual representation of what they are building including window locations.
 - We would like to see a plan for garbage and snow removal.
 - A plan for the construction of a fence (with noise barrier and for aesthetics) and ask them to request a variance to increase fence heights.
 - If the units will be rental properties we would like criminal checks.

Caveat: we are not developers, don't work in construction and would hope the Planning Department can advise if we have missed anything. We are residents, in a great town, who just want to enjoy our homes and lifestyles.



Thank You

Ceri Nelmes 🧑

519.654.6132 📞

cerianelmes@gmail.com ✉



TOWNSHIP OF WILMOT

DEVELOPMENT SERVICES *Staff Report*

REPORT NO: DS 2021-012

TO: COUNCIL

SUBMITTED BY: Harold O’Krafka, MCIP RPP
Director of Development Services

PREPARED BY: Harold O’Krafka, MCIP RPP
Director of Development Services

REVIEWED BY: Grant Whittington, CAO

DATE: March 22, 2021

SUBJECT: Street Names
Wilmot Employment Lands

RECOMMENDATION:

THAT Council endorse the use of the following street names for the Wilmot Employment Lands:

Street One – Howie Meeker Boulevard
Street Two – Vernon Erb Drive
Street Three – Hahn Brass Way
Street Four – Kay Hall Place

SUMMARY:

As part of the approvals process for plans of subdivision the Township of Wilmot assigns street names to the developer for any public street. While some municipalities allow the developers of subdivisions to select their own names for public streets the Township of Wilmot has not utilized that process in over 30 years.

The Township has for many years worked to honour the sacrifices of local residents in World War 1, World War 2 and the Korean War. That extensive program concluded with the renaming of Square Street to Saltzberry Path in New Dundee to honour Russell Saltzberry in 2012.

The street names recommended for the Wilmot Employment Lands honour significant local industrialists / employers Vernon Erb and the Hahn Brass Company, local sports legend Howie Meeker and Kay Hall who championed the establishment of a memorial to honour and remember the role of the Canadian Women's Army Corps (CWAC) in World War II.

BACKGROUND:

The Township of Wilmot recommended draft approval of the Wilmot Employment Lands to the Region of Waterloo on Monday February 22, 2021.

The Region subsequently issued its Notice of Draft Approval on Wednesday March 17, 2021 following the successful passing of the appeal period on the implementing zoning bylaws.

With those approvals in place the Township can proceed to assign street names to the four streets that will be contained within the plans of subdivision.

REPORT:

Street One – Howie Meeker Boulevard

Raised in New Hamburg, Howie Meeker was a natural athlete and a star in several sports as a youth who lived a life that was filled with many accomplishments.

He was a World War II vet who survived being wounded to succeed in the NHL notably as Rookie of the Year in 1946/1947 for the Toronto Maple Leafs. He was a 4 time Stanley Cup champ with the Leafs, followed by a short stint as Leafs coach and General Manager.

He was also a former MP for the riding of Waterloo South (which included Wilmot and New Hamburg), was inducted into Hockey Hall of Fame and the Waterloo County Hall of Fame, was a member of Order of Canada, and was a long time national television personality on Hockey Night in Canada. Perhaps his least known accomplishment is that he assisted on Bill Barilko's cup winning goal in 1951. He passed in 2020.

Street One physically links the community of New Hamburg to the Wilmot Recreation Complex and is a fitting tribute to Meeker's lifetime of achievements in sports, community building and the promotion of recreation.

Street Two – Vernon Erb Drive

Vernon Erb founded Erb Transport in 1959. Beginning with one truck Vernon grew Erb Transport into Wilmot Township's largest employer with over 1500 employees. Erb Transport has effectively put the Wilmot Township community on the map across North America for over 60 years.

A generous philanthropist and community builder, Vernon was Wilmot Citizen of the Year in 1991 and is a member of the Waterloo County Hall of Fame - along with many other awards and achievements. He passed in 2020.

Vernon Erb Drive fronts Highway 7&8 and is a fitting location as Erb Transport and its fleet are a fixture not only along Highway 7 & 8 in Wilmot Township but also along highways across North America.

Street Three – Hahn Brass Way

The Hahn Brass name is an important part of the history of New Hamburg and local employment.

Lewis Hahn was an early industrialist who founded what became Hahn Brass in 1902. Hahn Brass continued to grow and expand over the years and became synonymous with New Hamburg.

In the mid 1950's Hahn Brass expanded from its Waterloo Street plant to a new facility on Victoria Street in the then newly annexed industrial subdivision along the 'new' Highway 7 & 8 bypass with the official opening taking place in the fall of 1957. Even after it was purchased and became part of the Stanley Hardware group in late 1960's the Hahn name remained synonymous with New Hamburg as the New Hamburg Hahns junior hockey teams continued to represent the community until 1983.

Hahn Brass Way will be located along Highway 7 & 8 and is a fitting location to memorialize Hahn Brass and its historic role as a fixture both in the community and along Highway 7 & 8 in New Hamburg.

Street Four – Kay Hall Place

Kay Hall served as a member of the Canadian Women's Army Corp (CWAC) in World War II. A resident of New Hamburg, and long time member of the New Hamburg Legion, she was the President of the committee that spearheaded and successfully campaigned for the establishment of a memorial to the CWAC training facility – Camp Knollwood - at the Kitchener Auditorium.

Camp Knollwood was the largest of the three CWAC training centres in Canada during WWII. Of the 21000 CWAC's who served, 15,000 of them passed through Kitchener. When the

barracks were being demolished in 1997 Kay, together with Jean Sivyer of Baden, started their campaign proposing a memorial “for something just to say we were there.” 1

The campaign ended four years later with the unveiling of the monument on May 5, 2001. The unveiling was attended by over 1500 CWAC veterans and their families. Kay passed in 2017.

Kay Hall Place is cul-de-sac and a fitting way to honour her role in ensuring that the role of the Canadian Women’s Army Corp was appropriately acknowledged and memorialized.

1. Anne Kelly, “Lest we Forget,” The Record, September 2, 2000

ALIGNMENT WITH THE TOWNSHIP OF WILMOT STRATEGIC PLAN:

Honouring the successes and roles of significant local residents, businesses and families promotes community spirit and pride by building a sense of the legacy of those who have passed before us.

FINANCIAL CONSIDERATIONS:

The costs of preparing and installing street signs in new development is born by the developer.

ATTACHMENTS:

Attachment 1: Street Layout – Wilmot Employment Lands



Report IC2020 - 03
to the Council of the Township of Wilmot
in relation to an investigation under the
Code of Conduct for Members of Council related to
Council Code of Conduct Inquiry 2020-07

=====

Robert J. Williams, Ph.D.
Integrity Commissioner
Township of Wilmot
March 15, 2021

Summary

1. Report IC2020-03 of the Township of Wilmot Integrity Commissioner dated March 15, 2021 advises Wilmot Township Council that an investigation of the Township of Wilmot's Code of Conduct for Elected Officials as a result of an application for an investigation under the Code concludes that no contravention has occurred.

A. Context

2. Amendments to the *Municipal Act, 2001* passed in 2006 added a new part to the *Act* entitled "Accountability and Transparency" which authorized municipalities to establish codes of conduct for members of the council and to appoint an Integrity Commissioner. The Township of Wilmot adopted a Code of Conduct for Elected Officials on November 19, 2007.

3. The Township of Wilmot retained me in January 2014 to serve as its Integrity Commissioner under the terms of what are now section 223.3 of the Ontario *Municipal Act, 2001*. Under that section, the Integrity Commissioner is responsible for performing in an independent manner the functions assigned by the municipality including "the application of the code of conduct for members of council" and "the application of any procedures, rules and policies of the municipality ... governing the ethical behaviour of members of council."

4. In 2006, section 270 was also added to the *Municipal Act, 2001* requiring municipalities to adopt and maintain policies that apply to all municipal operations with respect to a number of matters, including "the manner in which the municipality will try to ensure that it is accountable to the public for its actions, and the manner in which the municipality will try to ensure that its actions are transparent to the public." The Township of Wilmot adopted an Accountability and Transparency Policy (hereafter "the A&T Policy") on December 10, 2007. The purpose of the A&T policy is "to provide guidance with respect to the manner in which the Township of Wilmot will ensure that municipal matters are approached in an accountable and transparent manner, with emphasis on openness, ethics, performance outcomes and fiscal responsibility."

5. One of the A&T Policy's specific principles is integral to this investigation: "The Council of The Township of Wilmot acknowledges that it is responsible to provide and to promote good governance for its stakeholders in an accountable and transparent manner, guided by the following principles: ...

5. Inquiries, concerns and complaints will be responded to in a timely manner."

The Policy also provides that complaints and/or concerns related to this policy "in the case of Council" shall be received by the municipal Clerk who will notify the Integrity Commissioner.

B. The Request for an Investigation

6. A resident of Wilmot Township filed an application for an investigation under the Township of Wilmot Code of Conduct for Elected Officials in accordance with the proper procedure for the submission of a formal complaint under the Code.

7. The applicant alleges that Mayor Les Armstrong has breached the Code of Conduct since, by failing to “uphold important policies which include ‘Accountability and Transparency’” the Mayor has also violated the Code of Conduct, which is “a general standard” that “augments the provincial laws, municipal policies and by-laws that govern their conduct.”

8. In particular, the applicant believes that the Mayor has not complied with the specific A&T principle noted above (“Inquiries, concerns and complaints will be responded to in a timely manner”) since the Mayor has shown “disregard for communication from me.” In support of this allegation, the applicant submitted copies of emails addressed to the Mayor indicating for each one “no response from Mayor Armstrong.”

A Note on Confidentiality:

9. The *Municipal Act, 2001* (s.223.6 (2)) directs that an Integrity Commissioner shall only disclose “such matters as in the Commissioner’s opinion are necessary for the purposes of the report.” The parties to this appeal have interacted on Township business in the past, but in keeping with the responsibility of the Integrity Commissioner to respect confidentiality during the conduct of an inquiry, I did not share the actual text of the emails with the Mayor since these could identify the appellant. I will continue to hold the name of the appellant in confidence in this report.

C. The Submissions

10. The appellant submitted copies of seven emails addressed to Mayor Armstrong dating from September 2018 through to September 2020 that deal with an assortment of topics:

- (September 4, 2018) the Mayor’s comments in a newspaper report related to flooding in downtown New Hamburg;
- (October 10, 2018) the appointment process for council committees, in which the appellant includes a request that the Mayor provide a document related to a “checklist” to be used in vetting applicants for positions on local boards;
- (June 23 and June 26, 2020) calls for the Mayor’s resignation in the wake of the BLM video;

- (August 26, 2020) a statement of opposition to the Mayor's position on the removal of the Sir John A. Macdonald statue;
- (two emails dated September 14, 2020, copied to all members of Council) the way the Mayor's quarterly "report to council" (based on a Council resolution in relation to the BLM video) was handled.

The appellant indicated that there were other messages sent on behalf of various community organizations that also were unanswered but they were not submitted in evidence on the grounds of "fear of retribution."

11. The appellant believes that the Mayor's "disrespect" stems from "speaking up and questioning staff/him" during the course of a Council meeting in December 2014. That presentation has meant being "targeted" by "not communicating with me for the last 6 years."

12. The appellant claims in the formal application that this failure to respond "has affected me greatly." In response to a request from me to provide more clarity and detail about what that phrase means, the appellant stated, among other things, "I feel dismissed, like I don't matter, unworthy of a constructive conversation" and later wrote that the Mayor's failure to reply to these emails is "an instance of bullying; he is using his power of position to belittle a citizen of the Township."

13. It is the applicant's allegation that, by failing to comply with the principle in the Accountability and Transparency Policy that commits the Township to respond to "inquiries, concerns and complaints ... in a timely matter," the Mayor has thereby violated the Code of Conduct for Elected Officials.

D. Has the Township's Accountability and Transparency Policy been breached?

14. The first question to consider is whether the Township's Accountability and Transparency Policy is applicable in this investigation since the appellant submits that the Mayor has contravened a specific principle in the approved A&T Policy noted above. In my judgement, the short answer is "no."

15. It is relevant to recall that section 270 of the *Municipal Act, 2001* was added to require the municipality to adopt and maintain policies with respect to a number of matters, including "the manner in which the municipality will try to ensure that it is accountable to the public for its actions, and the manner in which the municipality will try to ensure that its actions are

transparent to the public.” The relevant section of the *Act* also required municipalities to adopt other policies, including topics related to the procurement of goods and services, protecting and enhancing the tree canopy and natural vegetation in the municipality, pregnancy leaves and parental leaves of members of council and the relationship between members of council and the officers and employees of the municipality.

All of these policies apply to the municipality, which is a “body corporate” whose authority is exercised collectively through actions taken by the elected Council. Section 8 (1) of the *Municipal Act, 2001* states that “The powers of a municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality’s ability to respond to municipal issues.”

The Township’s A&T Policy was adopted to comply with section 270 of the *Municipal Act, 2001* with the purpose of providing “guidance with respect to the manner in which the Township of Wilmot will ensure that municipal matters are approached in an accountable and transparent manner, with emphasis on openness, ethics, performance outcomes and fiscal responsibility.”

16. Two conclusions are pertinent: first, while Council (in the words of the A&T Policy) “acknowledges that it is responsible to provide and to promote good governance for its stakeholders in an accountable and transparent manner,” providing and promoting good governance is the responsibility of Council exercising its legislative authority – a collective authority not something vested individually in members of that council. This request for an investigation is limited to a single member of Wilmot Council and in that respect falls outside the applicability of the A&T Policy.

Secondly, the subject matters addressed in the messages submitted in support of this application (with one possible exception – the October 10, 2018 email) are not about accountability for the “actions, decisions and policies” of the Township. In all cases, the messages submitted in evidence are interpreted as verification of the behaviour of a single member of Council. In my judgement, the A&T Policy is not applicable.

E. Has the Township’s Code of Conduct been breached?

17. Even if the previous analysis is set aside, would the appellant still have a case that Mayor Armstrong violated the Township Code of Conduct for Elected Officials by failing to respond to

the emails submitted in support of the request? Again, in my judgement, the short answer is “no.”

18. The decision to respond to every email sent to an elected official is discretionary and contextual. By that I mean it is up to the individual elected official to determine whether to answer email messages and, if so, which ones. Many factors enter into that decision such as the volume of messages, the information or concerns being conveyed and, sometimes, the tone of the message. Are the messages a contribution to good governance? Are there problems that should be drawn to the attention of staff so that they can be resolved? Does the message convey fair criticism of an elected official’s actions, viewpoints or words?

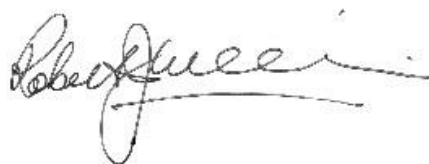
19. In my judgement, the messages shared with me by the applicant are uniformly accusatory and argumentative. They are personal and at times derogatory. Despite what the applicant has read into the language found in the principle included in the A&T Policy, an individual member of council may choose to respond or not to such messages.

20. I do not arrive at this conclusion lightly, and in fact have gone to considerable lengths to ensure that the complaints filed against Mayor Armstrong have been correctly understood but also that they have been dealt with appropriately in terms of both the Township’s A&T policy and the Code of Conduct for Elected Officials.

21. Based on the foregoing, I find that the Mayor has not violated the Township of Wilmot Code of Conduct for Elected Officials. The application is dismissed.

Recommendation

That Council receive for information the Integrity Commissioner’s Report 2020 – 03 dated March 15, 2021.

A handwritten signature in black ink, appearing to read "Robert J. ...", with a horizontal line underneath.

Integrity Commissioner, Township of Wilmot

Report IC2020 - 04
to the Council of the Township of Wilmot
in relation to an investigation under the
Code of Conduct for Members of Council related to
Council Code of Conduct Inquiry 2020-08

=====

Robert J. Williams, Ph.D.
Integrity Commissioner
Township of Wilmot
March 15, 2021

Summary

1. Report IC2020-04 of the Township of Wilmot Integrity Commissioner dated March 15, 2021 advises Wilmot Township Council that an investigation of the Township of Wilmot's Code of Conduct for Council as a result of an application for an investigation under the Code concludes that no contravention has occurred.

A. Context

2. Amendments to the *Municipal Act, 2001* passed in 2006 added a new part to the Act entitled "Accountability and Transparency" which authorized municipalities to establish codes of conduct for members of the council and to appoint an Integrity Commissioner. The Township of Wilmot adopted a Code of Conduct for Elected Officials on November 19, 2007.

3. The Township of Wilmot retained me in January 2014 to serve as its Integrity Commissioner under the terms of what are now section 223.3 of the Ontario *Municipal Act, 2001*. Under that section, the Integrity Commissioner is responsible for performing in an independent manner the functions assigned by the municipality including "the application of the code of conduct for members of council" and "the application of any procedures, rules and policies of the municipality ... governing the ethical behaviour of members of council."

B. The Request for an Investigation

4. A resident of Wilmot Township filed an application for an investigation in accordance with the proper procedure for the submission of a formal complaint under the Township of Wilmot Code of Conduct for Elected Officials.

5. The applicant contends that Mayor Les Armstrong has breached the Code of Conduct primarily because a statement quoted in IOC Report 2020-01 (paragraph 44) that he answered a telephone call during the Council meeting "in a moment of automatic response" was "not honest and completely false." In fact, the submission alleges that "the Mayor lied to the IC for the purpose of the investigation." These are very serious allegations that must be examined.

6. In addition, the applicant states in relation to the allegation addressed in IC Report 2020-01 (paragraphs 42-44) that, since the Mayor was seen talking to the Clerk during the delegation's remarks, he "was not showing respect, courtesy and was distracting from the business of the Council" and that such the actions constitute "another abundantly clear violation of the Code of Conduct."

A Note on Confidentiality:

7. The *Municipal Act, 2001* (s.223.6 (2)) directs that an Integrity Commissioner shall only disclose “such matters as in the Commissioner’s opinion are necessary for the purposes of the report.” In keeping with the responsibility of the Integrity Commissioner to respect confidentiality during the conduct of an inquiry, I will continue to hold the name of the appellant in confidence in this report.

C. The Evaluation

8. I will deal initially with the second allegation which was one of the subjects addressed in IC Report 2020-01. On the basis of my investigation of the circumstances around this incident, I concluded at that time that the Mayor did not breach the Code of Conduct for Elected Officials. I have confirmed that it is at times necessary for the Clerk and the presiding officer to confer on procedural matters during Council meetings (both live and virtual); there is nothing unusual about the Mayor and the Clerk speaking to one another during the course of a meeting. The interruption caused by the unexpected telephone call would have required such an exchange.

The appellant’s observation that the Mayor and the Clerk were speaking to one another was accurate but, in my opinion, it was a situation when talking to the Clerk during the delegation’s remarks was not showing disrespect or discourtesy. Moreover, as had been implied in one submission that led to Report IC2020-01, it had nothing to do with the delegation being a person of colour.

The appellant has provided no evidence to overturn the finding in Report 2020-01 although I would reiterate that a voluntary apology to the delegation offered by the Mayor is appropriate.

9. The first allegation is based on the appellant’s observation that the Mayor was using headphones at the time the call came in and that the headphones are not linked to a telephone. The appellant thus concludes that “it is unlikely he could even hear the phone or if anyone was speaking to him on the phone.”

10. Furthermore, the appellant sarcastically notes that “In 25 years on Council, when has the Mayor ever answered his phone during a Council meeting - virtual or otherwise?” On that basis, the appellant claims that the mayor’s statement that by responding to me that “he automatically answered his phone when it rang” during the meeting “would be very clearly not true.”

11. First, the appellant provides no independent evidence to corroborate the allegations that the headphones used by the Mayor could eliminate all exterior sounds (an assertion at the heart of the allegation) but more importantly there is nothing provided to validate the allegation that the Mayor's response to the Integrity Commissioner was "not honest and completely false."

12. The appellant also does not take into account that the Council meeting in question began at 9 a.m. (not the normal time for a council meeting) and that both the Mayor and the Clerk were participating from the Mayor's office respecting appropriate physical distancing protocols. The call came through on the landline in that office during regular business hours but the ringer had not been turned off, an oversight that I understand has been corrected for virtual Council meetings. Certainly, it is unlikely that that Mayor would have answered his phone during a pre-pandemic Council meeting but this was a Council meeting unlike any others before 2020.

13. My investigation of the allegations leads me to conclude that the statements made in the application were not accurate and they are based more on assumptions than hard evidence. As such they are not grounds for concluding that the code has been violated, let alone that the allegations can be the basis for a penalty as provided under the *Municipal Act*.

14. Finally, I would like to note that the Code of Conduct stipulates that the Integrity Commissioner "may refuse to investigate allegations that the Integrity Commissioner deems to be frivolous or vexatious." A complaint that is "vexatious" would be one initiated with the intent to embarrass or annoy the respondent and would amount to an abuse of the complaint process.

In my opinion, while it is important that the allegations made in Inquiry 2020-08 should be investigated because they were directed in part at the integrity of a previous investigation, in the future I will refuse to investigate similar allegations that appear to be speculative or cannot be substantiated by the applicant.

15. Based on the foregoing, I find that the Mayor has not violated the Township of Wilmot Code of Conduct for Elected Officials. The application is dismissed.

Recommendation

That Council receive for information the Integrity Commissioner's Report 2020 – 04 dated March 15, 2021.

Robert J. Williams, Ph.D.
Integrity Commissioner, Township of Wilmot

Report IC2021 - 01
to the Council of the Township of Wilmot
in relation to an investigation under the
Code of Conduct for Members of Council related to
Council Code of Conduct Inquiry 2021-01

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Robert J. Williams, Ph.D.
Integrity Commissioner
Township of Wilmot
March 15, 2021

Summary

1. Report IC2021-01 of the Township of Wilmot Integrity Commissioner dated March 15, 2021 advises Wilmot Township Council that an investigation of the Township of Wilmot's Code of Conduct for Council as a result of an application for an investigation under the Code (Inquiry 2021-01) concludes that no contravention has occurred.

A. Context

2. Amendments to the *Municipal Act, 2001* passed in 2006 added a new part to the Act entitled "Accountability and Transparency" which authorized municipalities to establish codes of conduct for members of the council and to appoint an Integrity Commissioner. The Township of Wilmot adopted a Code of Conduct for Elected Officials on November 19, 2007.

3. The Township of Wilmot retained me in January 2014 to serve as its Integrity Commissioner under the terms of what are now section 223.3 of the Ontario *Municipal Act, 2001*. Under that section, the Integrity Commissioner is responsible for performing in an independent manner the functions assigned by the municipality including "the application of the code of conduct for members of council" and "the application of any procedures, rules and policies of the municipality ... governing the ethical behaviour of members of council."

B. The Request for an Investigation

4. A resident of Wilmot Township filed an application on February 26, 2021 for an investigation in accordance with the proper procedure for the submission of a formal complaint under the Township of Wilmot Code of Conduct for Elected Officials.

5. The submission states that the appellant and another individual (who co-signed a statement appended to the Request for an Inquiry) were attending a Region of Waterloo public forum on the expansion of the safe water zone and "saw Mayor Armstrong sitting." They went over to him and said "We hear that someone is thinking of applying to open a new gravel pit on the north side of Witmer Road."

6. The applicant states that the Mayor's response was "there is nothing you can do ... It is a done deal." When they "reminded him of a previous Township approved agreement for the Cattle Land Pit that there would be no access for the purpose of gravel removal onto Witmer or Huron Road and this should stand," the applicant repeats that Mayor Armstrong's reply was "it's a done deal."

7. The applicant contends that Mayor Les Armstrong's reply was "inappropriate ... considering that no testing, studies or application for zoning change had been made."

8. This conversation occurred on March 27, 2019. The application only refers to the involvement of the three people just noted (the Mayor and the two residents).

A Note on Confidentiality:

9. The *Municipal Act, 2001* (s.223.6 (2)) directs that an Integrity Commissioner shall only disclose "such matters as in the Commissioner's opinion are necessary for the purposes of the report." In keeping with the responsibility of the Integrity Commissioner to respect confidentiality during the conduct of an inquiry, I will continue to hold the name of the appellant in confidence in this report.

C. The Evaluation

10. My initial consideration of this request confirms that an application for a licence to extract aggregate from a site on Witmer Road was indeed filed under the *Aggregate Resources Act* in November 2019 but as of the date Inquiry 2021-01 was filed (and the preparation of this report) the licence has not been granted and the Township has not approved a Zone Change Application filed under the *Planning Act*. The application has undergone a long and comprehensive review that has involved, among other entities, the Ministry of Natural Resources and Forestry, the Region of Waterloo and the Grand River Conservation Authority, as well as being the subject of a statutory public meeting in January 2020. The full extent of the process is outlined among the development applications listed on the Township's website:

https://developmentapplications.wilmot.ca/Home/Detail?_mid_=98167&Id=afea319e-c756-4d36-b1c5-05060c25d3ce

11. In the period since the application was filed, there has been strenuous organized and individual opposition to the zoning change including presentations to Wilmot Township Council in early March 2021. My understanding is that the two individuals who co-signed the statement appended to the Request for an Inquiry are among those who oppose the zoning change application.

12. An eventual resolution of the application will be made by Council and will follow the presentation of a staff recommendation based on the professional assessment of a number of licenced specialists in subjects such as hydrology, geology, archaeology, transportation and

agriculture. In that decision, each member of Council will have one vote and the outcome can be appealed to the Local Planning Appeal Tribunal.

13. Despite the intense reaction that the project has generated in the community and the potential role that Mayor Armstrong will play in its resolution as a member of Wilmot Council, this request will not be investigated under the Code of Conduct for Elected Officials. There are a number of reasons for that decision.

a) One part of the formal request to conduct an inquiry is an affidavit that was signed by the applicant and commissioned by the Township Clerk. It states that the applicant swears or affirms that there are “reasonable grounds” that a member of Council “has contravened the following provision(s) of the Township of Wilmot’s Code of Conduct” and explicitly requests that the applicant “list specific section(s) of the Code” on the form that have been contravened. This application does not indicate which specific provision or provisions of the Code of Conduct have been contravened but merely states “Conflicts of Interest Code of Conduct.”

The language on the affidavit is intended to direct the Integrity Commissioner to investigate certain actions as they relate to designated sections of the Code since the full Code addresses many subjects, not all of which may be relevant to Inquiry 2021-01. This is the minimum requirement for the applicant: in effect, the applicant is directed to inform the Integrity Commissioner “This is what happened and this is the part of the Code that I believe was violated. I am requesting that you conduct an inquiry to determine whether my allegation is valid.”

Inquiry 2021-01 asserts that a conversation took place and that the Mayor’s response constitutes a violation of the Code. That is all. I do not understand it to be my role to determine on behalf of the applicant which part of the Code has been breached or to determine for the applicant how a conversation with an elected member of council has been become a violation of the Code.

b) Secondly, if indeed the applicant perceives the conversation as a violation of the Code, why was this request filed nearly two years after the event? The applicant offers no rationale for the delay in submitting the request nor any explanation for why the conversation should be considered an infraction of the Code in 2021 when it was not apparently viewed that way in 2019.

c) The application includes no corroboration or supporting evidence other than personal recollection of the event. I am not questioning the honesty of the recollection but the statement describing the interaction submitted by the appellant and one other individual is the only evidence provided. The application does include what appears to be a screen shot or similar image of a statement (or perhaps an email) that parallels some of the language in the statement submitted by the applicant but the additional page is not dated nor is its origin or author identified. It cannot be taken as a valid corroboration of the claim made by the applicant. In sum, Inquiry 2021-01 provides insufficient grounds for an investigation.

d) Even assuming that the description of the conversation is accurate, it is not clear to me that the statement made by the Mayor constitutes the basis for an inquiry under specific sections of the Code. Certainly, it is plausible to view the Mayor's response as dismissive or possibly impolite but, as noted above, Inquiry 2021-01 did not identify such a perception as the basis for the request.

e) At the time the conversation took place, the matter was not on the public "agenda:" there may have been rumours ("We hear that..." – paragraph 5) but the application for a licence was not filed for another several months and a zoning change has still not been approved. The Mayor is entitled to have a personal viewpoint about the outcome of an eventual application but any decision to settle the issue is made by Council, not by the Mayor. The statement cannot be taken as meaning that somehow this matter had been settled in March 2019 given the multi-staged and mandatory process that has followed since the application was filed (see paragraph 10). To repeat, the applicant has not made clear why this response can be perceived as a breach of the Code of Conduct for Elected Officials.

14. Finally, I would like to return to an observation I made in IC Report 2020-04 (paragraph 14): the Code of Conduct stipulates that the Integrity Commissioner "may refuse to investigate allegations that the Integrity Commissioner deems to be frivolous or vexatious." In that decision, I affirmed that I will decline to investigate allegations that cannot be substantiated by the applicant. This is such an application.

15. Based on the foregoing, I find that Mayor Armstrong has not violated the Township of Wilmot Code of Conduct for Elected Officials. The application is dismissed.

Recommendation

That Council receive for information the Integrity Commissioner's Report 2021 – 01 dated March 15, 2021.

Robert J. Williams, Ph.D.
Integrity Commissioner, Township of Wilmot

February 1, 2021

Annual Report 2020
Township of Wilmot Integrity Commissioner

I was appointed Integrity Commissioner for the Township of Wilmot in March 2013 (By-law 2013-16) in conformity with Section 223.2 of the Ontario Municipal Act, 2001. One of the requirements for the Integrity Commissioner is to provide for review an annual report to Council on investigations completed and underway.

During 2020, I received seven formal applications for an investigation under the Township of Wilmot's Code of Conduct for Elected Members. Three of the applications, plus another filed with the Region of Waterloo's Integrity Commissioner, are addressed in Report IC2020 – 01 dated November 27, 2020. That investigation concluded that a breach of the Township's and the Region's Code of Conduct had occurred and Council acted on my recommendations.

Investigations prompted by four of the applications have carried over into early 2021 and Council will be informed when they are completed.

During the course of the year, I also responded to several enquiries from elected officials, members of local boards and Township staff respecting applications of the codes of conduct, ethical behaviour procedures, rules and policies and obligations under the *Municipal Conflict of Interest Act*. It is now part of the legislated mandate of Integrity Commissioners to provide advice of this kind for those serving the Township in elected and non-elected capacities.

I am also prepared to work with Staff on possible revisions to the Township's two Codes of Conduct over the next few month and continue to engage in professional development activities through maintaining regular contact with other Municipal Integrity Commissioners across Ontario as part of my professional development.

Respectfully submitted,

Robert J. Williams, Ph.D.

Integrity Commissioner

Township of Wilmot

TOWNSHIP OF WILMOT

BY-LAW NO. 2021-015

BY-LAW TO FURTHER AMEND BY-LAW NO. 83-38 OF THE TOWNSHIP OF WILMOT BEING A ZONING BY-LAW FOR THE SAID TOWNSHIP OF WILMOT.

WHEREAS The Corporation of the Township of Wilmot deems it desirable to further amend By-law No. 83-38, being a Zoning By-law for the said Township of Wilmot.

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

1. Notwithstanding the provisions of By-law 83-38, as amended, on the lands described on Schedule "A" and illustrated on Schedule "B" attached to and forming part of this By-law, the following regulations shall apply:
 - a) minimum front yard setback for a semi-detached dwelling shall be 4.5m
 - b) minimum rear yard setback for a semi-detached dwelling shall be 4.7m
 - c) minimum lot area required for a semi-detached dwelling shall be 517.8m²
 - d) minimum front yard setback for a single detached dwelling shall be 6.0m
 - e) minimum left (south) side yard setback for a single detached dwelling shall be shall be 1.2m
 - f) minimum lot frontage and width for a single detached dwelling shall be 11.2m
2. Notwithstanding the provisions of By-law 83-38, as amended, for the lands described on Schedule "A" and illustrated on Schedule "B" attached to and forming part of this By-law, the following shall be added as Section 22.296:

Notwithstanding any other provisions of this By-law, the lands described as Part of Lot 27 and 28, Plan 532A and identified on the map forming Part 1 of Schedule 'A', subject to the following regulations:

 - a) minimum front yard setback for a semi-detached dwelling shall be 4.5m
 - b) minimum rear yard setback for a semi-detached dwelling shall be 4.7m
 - c) minimum lot area required for a semi-detached dwelling shall be 517.8m²
 - d) minimum front yard setback for a single detached dwelling shall be 6.0m
 - e) minimum left (south) side yard setback for a single detached dwelling shall be shall be 1.2m
 - f) minimum lot frontage and width for a single detached dwelling shall be 11.2m.
3. Notwithstanding the provisions of By-law 83-38, as amended, the map forming Part 1 of Schedule 'A' to By-law 83-38 shall be amended as necessary to identify Section 22.296 on the lands described on Schedule 'A' and illustrated on Schedule 'B' attached to and forming part of this By-law.

4. Except as amended by the preceding regulations, the lands described on Schedule "A" attached to and forming part of this by-law and shown on Schedule "B" attached to and forming part of this by-law, shall be subject to all other applicable regulations as set down in By-law No. 83-38, as amended.
5. This by-law shall come into effect on the final passing thereof by the Council of The Corporation of the Township of Wilmot subject to compliance with the provisions of The Planning Act, R.S.O., 1990 and amendments thereto.

READ a first and second time on the 22nd day of **March, 2021**.

READ a third time and finally passed in Open Council on the 22nd day of **March, 2021**.

MAYOR

CLERK

SCHEDULE "A"

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Township of Wilmot, in the Regional Municipality of Waterloo and Province of Ontario being composed of Part of Lot 27 and 28, Plan 532A, in the said Township of Wilmot.

This is Schedule "A" to By-law No. **2021-015**.

PASSED this **22nd** day of **March, 2021**.

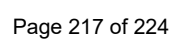
MAYOR

CLERK

SUBJECT LANDS OUTLINED THUS:



MAYOR



TOWNSHIP OF WILMOT

BY-LAW NO. 2021-016

BY-LAW TO FURTHER AMEND BY-LAW NO. 83-38 OF THE TOWNSHIP OF WILMOT BEING A ZONING BY-LAW FOR THE SAID TOWNSHIP OF WILMOT.

WHEREAS The Corporation of the Township of Wilmot deems it desirable to further amend By-law No. 83-38, being a Zoning By-law for the said Township of Wilmot.

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

1. That the lands described on Schedule "A" and illustrated on Schedule "B" attached to and forming part of this by-law, may be used for the following use in addition to the uses permitted in Section 16.1 of By-law No 83-38, as amended:
 - a) takeout restaurant, not including onsite dining.
2. Notwithstanding Section 1 of this By-law, the following regulations shall apply to the lands described on Schedule "A" and illustrated on Schedule "B" attached to and forming part of this By-law:
 - a) that a minimum of three off-street parking spaces between the building and James Street shall be designated for patrons of the takeout restaurant only.
3. Except as amended by the preceding regulations, the lands described on Schedule "A" attached to and forming part of this by-law and shown on Schedule "B" attached to and forming part of this by-law, shall be subject to all other applicable regulations as set down in By-law No. 83-38, as amended.
4. This by-law shall come into effect on the final passing thereof by the Council of The Corporation of the Township of Wilmot subject to compliance with the provisions of The Planning Act, R.S.O., 1990 and amendments thereto and shall remain in force and effect only for a period of three years from the date of passing of this by-law.

READ a first and second time on the 22nd day of **March, 2021**.

READ a third time and finally passed in Open Council on the 22nd day of **March, 2021**.

MAYOR

CLERK

SCHEDULE "A"

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Township of Wilmot, in the Regional Municipality of Waterloo and Province of Ontario being composed of Lots 32 and 33, Part of Lots 31 and 34, and Part of C. H. Ahrens Block, Pan 532A, in the said Township of Wilmot.

This is Schedule "A" to By-law No. **2021-16**.

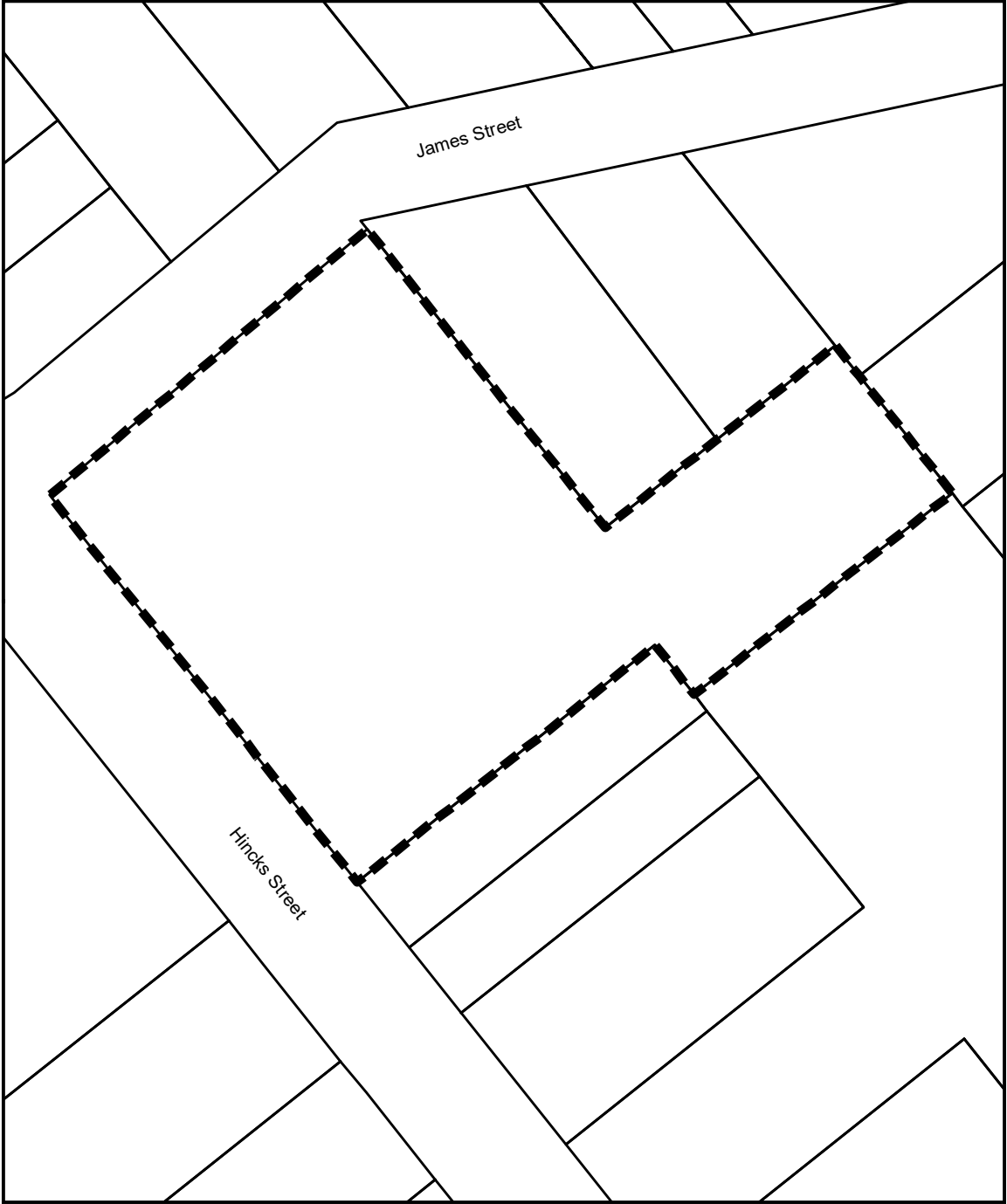
PASSED this **22nd** day of **March, 2021**.

MAYOR

CLERK

SCHEDULE "B"
LOTS 32 AND 33, PART OF LOTS 31 AND 34,
AND PART OF C. H. AHRENS BLOCK, PLAN 532A
TOWNSHIP OF WILMOT

SUBJECT LANDS OUTLINED THUS: - - - - -



THIS IS SCHEDULE "B" TO BY-LAW NO. 2021-016
PASSED THIS 22ND DAY OF MARCH, 2021.

MAYOR

CLERK



TOWNSHIP OF WILMOT

BY-LAW NO. 2021-017

BY-LAW TO FURTHER AMEND BY-LAW NO. 83-38 OF THE TOWNSHIP OF WILMOT BEING A ZONING BY-LAW FOR THE SAID TOWNSHIP OF WILMOT.

WHEREAS The Corporation of the Township of Wilmot deems it desirable to further amend By-law No. 83-38, being a Zoning By-law for the said Township of Wilmot.

THEREFORE THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF WILMOT ENACTS AS FOLLOWS:

1. That the Holding Zone symbol (H) is hereby removed from the lands described on Schedule "A" and illustrated on Schedule "B" attached to and forming part of this by-law in accordance with the provisions of Section 36 of the Planning Act, R.S.O. 1990.
2. The permitted uses, on the lands described on Schedule "A" attached to and forming part of this by-law and illustrated on Schedule "B" attached to and forming part of this by-law, shall be in accordance with the provisions of By-law No. 83-38, as amended.
3. This by-law shall come into effect on the final passing thereof by the Council of The Corporation of the Township of Wilmot subject to compliance with the provisions of The Planning Act, R.S.O., 1990 and amendments thereto.

READ a first and second time on the 22nd day of March, 2021.

READ a third time and finally passed in Open Council on the 22nd day of March, 2021.

MAYOR

CLERK

SCHEDULE "A"

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Township of Wilmot, in the Regional Municipality of Waterloo and Province of Ontario being composed of Part of Lot 11 and 13 West Side of Wilmot Street and Lot 12, Smith's Plan, being Part 2, Plan 58R-20800 in the said Township of Wilmot.

This is Schedule "A" to By-law No. **2021-017**.

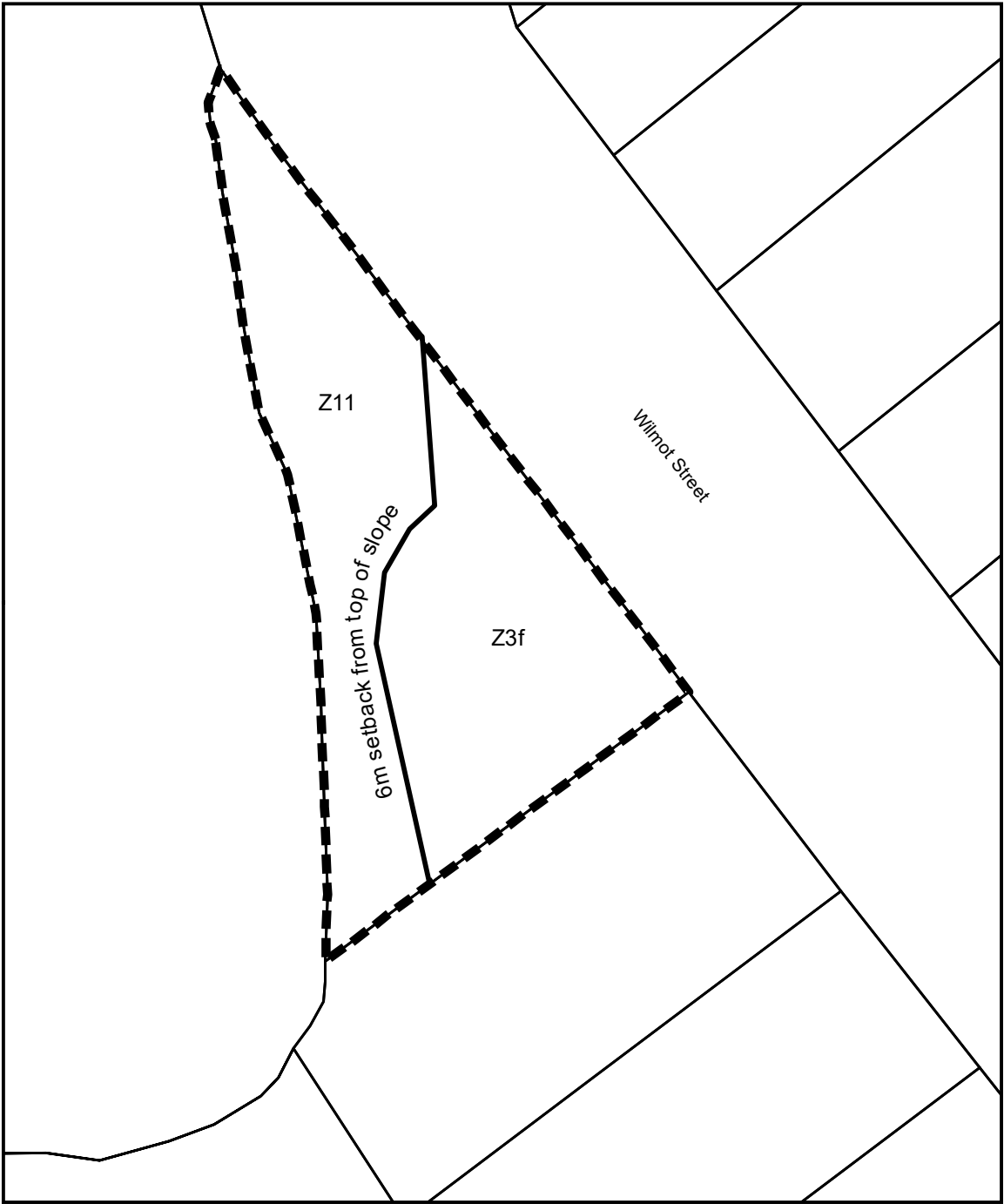
PASSED this **22nd** day of **March, 2021**.

MAYOR

CLERK

SCHEDULE "B"
PART OF LOT 11 AND 13, WEST SIDE OF WILMOT ST AND LOT 12, SMITH'S PLAN
BEING PART 2, PLAN 58R-20800
TOWNSHIP OF WILMOT

SUBJECT LANDS OUTLINED THUS: - - - - -



THIS IS SCHEDULE "B" TO BY-LAW NO. 2021-017
PASSED THIS 22ND DAY OF MARCH, 2021.

MAYOR

CLERK

