

Committee of the Whole Revised Agenda

Monday, October 6, 2025

5:00 pm

Council Chambers - Hybrid

60 Snyder's Road West

Baden, Ontario

N3A 1A1

This meeting will be held in-person and electronically in accordance with Section 238 (3.3) of the Municipal Act, 2001. 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 Legislative Services Division. The only matters being discussed at this meeting will be those on the Agenda.

An asterisk * denotes an item that has been revised since the publication of the Agenda.

Pages

1. CALL TO ORDER

RECOMMENDATION

THAT the Committee of the Whole on October 6, 2025 be called to order at 5:00 p.m.

2. CLOSED SESSION

RECOMMENDATION

THAT a Closed Meeting of Council be held on October 6, 2025, at 5:00 p.m. at the Wilmot Administrative Complex, in accordance with Section 239 (2) (f) of the Municipal Act, 2001, to consider the following:

- CCTV Cameras and Data Sharing - Section 239(2)(f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose; and,
- Jananna Bamberg Koch Leis Municipal Drain- Section 239(2)(f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose.

3. RECONVENE INTO OPEN SESSION

RECOMMENDATION

THAT Committee of the Whole reconvenes in Open Session at X:XX p.m.

4. TERRITORIAL LAND ACKNOWLEDGEMENT

Councillor S. Martin will read the Territorial Land Acknowledgement.

5. ADDITIONS TO THE AGENDA

The following items have been added or revised since the publication of the Agenda:

- Item 10.1 - Correspondence on behalf of Nachurs Alpine Solutions regarding Cachet Development Proposal OPA 01/24, ZCA 02/24 & DPS 30T-24601
- Item 12.2 - DS-2025-09 - Official Plan Amendment Application 01/24, Draft Plan of Subdivision Application 30T-24601, Zone Change Application 02/24, Nafziger Road, New Hamburg
 - Minor amendments to the recommendation and Attachment C

6. ADOPTION OF THE AGENDA RECOMMENDATION

THAT the Agenda as presented for October 6, 2025 be adopted.

7. DISCLOSURE OF PECUNIARY INTEREST UNDER THE MUNICIPAL CONFLICT OF INTEREST ACT

Members of Council and members of the Township's local boards are required to file a written statement when they have a conflict of interest. If a conflict is declared, please review the Policies and Rules for Council and complete the Disclosure of Pecuniary Interest Form.

8. PRESENTATIONS

9. DELEGATIONS

Pursuant to Council's Procedural By-law, delegations are permitted to address Council for a maximum of seven (7) minutes. Specific Interest Delegations are only permitted to discuss matters listed on the Committee agenda as staff reports; informal and formal public meetings; notice of motions; and by-laws. All Specific Interest Delegations where possible are encouraged to register prior to the start of the meeting. For Specific Interest Delegates who are attending in-person, registration is permitted up to the start of the meeting. Specific Interest Delegates who are interested in attending virtually must register by 12:00 p.m. on October 6, 2025, in order to participate electronically.

10. CORRESPONDENCE

- *10.1 Correspondence on behalf of Nachurs Alpine Solutions regarding Cachet Development Proposal OPA 01/24, ZCA 02/24 & DPS 30T-24601

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11. CONSENT AGENDA RECOMMENDATION

THAT Consent Agenda Items 11.1 be approved.

- 11.1 IS-2025-38 - Grand River Conservation Authority Monitoring Well Access Agreement

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RECOMMENDATION

THAT Report IS-2025-38, Grand River Conservation Authority Monitoring Well Access Agreement, be received for information; and,

THAT Council approves the agreement in principle as per Report IS-2025-38; and,

THAT Council delegates authority to the Director of Infrastructure Services to execute the Access Agreement between the Township of Wilmot and the Grand River Conservation Authority (GRCA) for access to maintain groundwater monitoring wells located within the Township's right-of-way, subject to review and approval by the Township's legal counsel.

12. REPORTS

12.1 DS-2025-10 - Draft Plan of Condominium 30CDM-25601, 66 Hincks Street, New Hamburg

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RECOMMENDATION

THAT Report DS-2025-10 - Draft Plan of Condominium 30CDM-25601, 66 Hincks Street, New Hamburg be received for information; and,

THAT Council immediately convenes a Special Council Meeting immediately at the conclusion of this meeting to:

- Grant approval to Draft Plan of Proposed Condominium 30CDM-25601 subject to the conditions listed in report DS 2025-10;
- Authorize the Director of Development Services, or delegate, to approve the draft plan and subsequent minor modifications to the draft plan, and execute all necessary plans and documents required to register the condominium plan and/or phases of the condominium plan;
- Direct the Director of Development Services, or delegate, upon registration of the condominium, or any phases thereof, shall provide a report to Council summarizing any minor modifications made to the draft plan prior to the registration of the plan.

*12.2 DS-2025-09 - Official Plan Amendment Application 01/24, Draft Plan of Subdivision Application 30T-24601, Zone Change Application 02/24, Nafziger Road, New Hamburg

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This item was revised since the publication of the Agenda the revisions are as follows:

The recommendation has been modified as follows:

THAT Lots 155-158, Lots 175-179, ~~Lots 176-178~~, Blocks 233-234, and Blocks 240-241 are assigned a partial Class 4 designation to allow a 5 dBA excess of the Class 2 sound level limits prescribed by NPC-300 as set out in Condition 52 of the conditions of draft approval included as “Attachment C” to Report DS 2025-09; and,

In Attachment C, condition 52a was modified as follows:

1. that Lots 155-158, Lots 175-179, Blocks 233-234, and Blocks 240-241 are assigned a partial Class 4 designation to allow a 5 dBA excess of the Class 2 sound level limits set out by NPC-300.

RECOMMENDATION

THAT Council approve Official Plan Amendment No. 14 applied to lands described as Part of Lot 19, Concession South of Snyder’s Road as set out in “Attachment A” to Report DS 2025-09; and,

THAT Council approve Zone Change Application 02/24 affecting Part Lot 19, Concession South of Snyder’s Road as set out in the draft by-law included as “Attachment B” to Report DS 2025-09; and,

THAT Council, pursuant to Section 51(31) of the Planning Act R.S.O. 1990, C. P. 13, as amended, grant approval to Draft Plan of Subdivision 30T-24601, subject to the conditions included as “Attachment C” to Report DS 2025-09; and,

THAT Lots 155-158, Lots 175-179, Blocks 233-234, and Blocks 240-241 are assigned a partial Class 4 designation to allow a 5 dBA excess of the Class 2 sound level limits prescribed by NPC-300 as set out in Condition 52 of the conditions of draft approval included as “Attachment C” to Report DS 2025-09; and,

THAT the Director of Development Services, or delegate, be authorized to approve the draft plan and subsequent minor modifications to the draft plan, and to execute all necessary plans and documents required to register the subdivision plan and/or phases of the subdivision plan; and,

THAT upon registration of the subdivision, or any phases thereof, the Director of Development Services, or delegate, shall provide a report to Council summarizing any minor modifications made to the draft plan prior to the registration of the plan.

12.3 FS-2025-03 - Replacement Aerial Apparatus Station 3 New Hamburg

RECOMMENDATION

THAT Report FS-2025-03 - Replacement Aerial Apparatus Station 3,

New Hamburg be received for information; and,

THAT Council immediately convenes a Special Council Meeting at the conclusion of this meeting to:

- Authorize the purchase of a KME 100 ft Aerial apparatus be approved through a Canoe Procurement agreement from Dependable Truck-Tank & Emergency Vehicles; and,
- Approve an allocation of \$2,080,000 net of HST to be pre-approved as part of the 2026 budget for the purpose of acquiring the KME 100 fit Aerial apparatus, and,
- Consider By-law 2025-63, being a by-law to authorize the Mayor and the Clerk to enter into an agreement with Dependable Truck-Tank & Emergency Vehicles for the supply and delivery of the aerial apparatus.

12.4 IS-2025-40 - Decorative Crosswalk Policy & Delegated Authority Request

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RECOMMENDATION

THAT Report IS-2025-40, Veterans Decorative Crosswalk and Delegated Authority Request be received for information; and

THAT Council approve the proposed Decorative Crosswalk Policy.

THAT Council provide delegated authority to CAO and/or Director of Infrastructure Services to enter into agreements with the Region of Waterloo and the Canadian Legion Branch 532 for the proposed Veterans Decorative Crosswalk.

13. ANNOUNCEMENTS

14. BUSINESS ARISING FROM CLOSED SESSION

15. ADJOURNMENT

RECOMMENDATION

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

**Bennett Jones****Bennett Jones LLP**

3400 One First Canadian Place, P.O. Box 130
Toronto, Ontario, M5X 1A4 Canada
T: 416.863.1200
F: 416.863.1716

Andrew L. Jeanrie**Partner**

Direct Line: 416.777.4814

e-mail: jeanriea@bennettjones.com

October 2, 2025

By electronic mail: clerks@wilmot.ca

Ms. Kaitlin Bos
Municipal Clerk
Information and Legislative Services
Township of Wilmot
60 Snyder's Road West
Baden, ON N3A 1A1

Dear Members of Township Council and Planning Director:

Re: Cachet Development Proposal
OPA 01/24, ZCA 02/24 & DPS 30T-24601 (the "Planning Applications")
Nachurs Alpine Solutions, LLC Comments

We are the solicitors for Nachurs Alpine Solutions, LLC ("Nachurs"), the owner of the North American renowned fertilizer manufacturing facility located at 1356 Nafziger Road ("New Hamburg Facility").

We are writing this letter on behalf of our client, and more particularly, to outline our client's concerns respecting the above noted Planning Applications.

Our client's concerns relate to the fact that official plan approvals (OPA 01/24) are being sought that would permit sensitive land uses directly across the rail corridor (27 metres) from our client's New Hamburg Facility. This fact is identified on page 5 of the Development Services Staff Report which notes:

"As such, the amendment proposes to introduce a new designation of Community Mixed Use Area to the Official Plan.This new designation provides this opportunity allowing for a range of commercial, multiple residential, and light industrial uses ..."

The Community Mixed Use designation needs to be amended to remove the potential for "...multiple residential..." permissions.

We also recognize that the rezoning application (ZCA 02/24) proposes sensitive uses at a distance of approximately 240 metres, but those same uses don't appear to have an appropriate "buffer" from the New Hamburg Facility. In reviewing the Township's report it is Township staff's position that "building heights" located between the residential zoned lands and the New Hamburg Facility will

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serve as sufficient noise attenuation buffer, but there is no mention of other land use compatibility impacts, such as noise and odour. We note the sensitive use permissions that are being sought include:

- (a) Residential Building – Apartment
- (b) Residential Building - Townhouses
- (c) Daycare Facility
- (d) Nursing or convalescence home

The Planning Applications fail to provide confirmation that noise, odour or air quality have been sufficiently addressed to ensure the continued viability of an important regional employer and as such, run contrary to policies in the Planning Act and the Provincial Planning Statement 2024 (as well as OP policies) around the need to protect existing industry.

Background

The New Hamburg Facility is located on the west side of Nafziger Road, abutting the south side of the rail corridor, but more importantly directly south of the subject lands. The New Hamburg Facility takes advantage of both the abutting CN rail line and spur and Nafziger Road to bring inputs in and deliver outputs to its customers.



Nachurs is a leading manufacturer of liquid fertilizers in North America providing quality products since 1946. Nachurs has two Canadian manufacturing plants and four US facilities. The New Hamburg Facility is the only one located west of Saskatchewan. Nachurs markets specialty precision liquid in-furrow starters, foliar fertilizers, and micronutrients for field and specialty crops under the ALPINE brand in Canada.

Nachurs is absolutely committed to safety while delivering value for their customers. Increasingly, that means innovating and partnering with customers to improve their productivity and profitability,

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while at the same time helping them reduce their environmental footprint. **Their business and products benefit New Hamburg and its surrounding areas.**

It is this commitment to safety and financial wellbeing that concerns our client as there has been insufficient review of land use compatibility by the proponent in relation to the sensitive land uses that are proposed in the vicinity of our client's lands.

Today Nachurs and ALPINE liquid fertilizers are positioned very well to serve the agricultural marketplace in Canada. Locally manufactured products and global operational experience make Nachurs the most efficient producer of quality products. The future growth of the ALPINE brand in the Canadian agricultural marketplace is enhanced by this position. This stability and growth are critical to the continued operation of the facility in New Hamburg.

The New Hamburg Facility manufactures products for the Canadian market and exports to the United States. It employs local residents and serves local farmers, the Region of Waterloo, Pearson International Airport and even the City of Toronto, helping to retain jobs in the area.

New Hamburg Facility and the Maintenance of Safety

Due to the nature of the industrial activities at the New Hamburg Facility, any proposed new land use should be evaluated in the context of the MECP Guideline D-6 Series standards. Importantly, such standards are not limited to noise, but take a comprehensive approach to protecting industry from the encroachment of sensitive land uses.

We reiterate that in addition to the Compatibility/Mitigation Studies, as well as Noise and Air Quality Studies that are required, the studies must be peer reviewed at the applicant's expense.

It is premature to approve any development when this has not even been thoroughly considered by the proponent, especially considering the proposed location of sensitive land uses.

Also relevant are the Anhydrous Ammonia Code of Practice (Code of Practice) published by Fertilizer Canada. The Code of Practice establishes setbacks respecting the storage of anhydrous ammonia and uniform safety and security practices for the safe handling and storage of anhydrous ammonia at ag-retail facilities across Canada. The Code of Practice outlines best practices applicable to the transportation, distribution, storage, and handling of anhydrous ammonia and was written by fertilizer manufacturers, distributors and ag-retailers, with input from government agencies, and the first responder community.

Nachurs maintains a Certificate of Compliance from Fertilizer Canada that the Facility is compliant with the Code of Practice, which requires meeting all of the safety and security protocols identified in the Code of Practice and demonstrating compliance through biennial facility audits. All ag-retail sites in Canada that store anhydrous ammonia are certified by Fertilizer Canada under the Code of Practice. Failure to maintain this certification would result in a facility no longer being eligible to receive shipments of anhydrous ammonia in Canada since Fertilizer Canada members must commit to only ship anhydrous ammonia to retailers who are certified as compliant with the Code of Practice. If this

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permission is lost or the ability to expand in the future is blocked, the New Hamburg Facility in New Hamburg would be forced to relocate at great financial cost.

The Code of Practice establishes siting standards that consider appropriate separation distances between fixed anhydrous ammonia storage vessels and people. These minimum separation distances are based on dispersion modelling and risk analysis, and are intended to provide an additional level of protection to minimize the potential risk of exposure to anhydrous ammonia to the general public. These distances are derived based on typical failure rates for normal, non-defective and properly operated equipment, and ignored human error. These separation distances are in addition to the numerous protections that are in place with respect to anhydrous ammonia through the Code or Practice, or developed by the Facility through its environmental emergency planning.

Thank you for your consideration of these comments. Our client welcomes the opportunity to discuss its concerns further with the proponent and their consultants and with Township staff.

Please provide us with notice of any decision regarding this matter.

Yours truly,

BENNETT JONES LLP

Signed by:

4832F62D03AD400...

Andrew L. Jeanrie

c.c. Harold O'Kafka, RPP, Director, Development Services
Andrew Martin, RPP, Manager of Planning and Economic Development
Alan Drosdick, Wilbur-Ellis





INFRASTRUCTURE SERVICES

Staff Report

REPORT NO:	IS-2025-38
TO:	Committee of the Whole on October 6 th , 2025
SUBMITTED BY:	Ken VanderWal, P.Eng., Acting Director of Infrastructure Services
PREPARED BY:	Curtis Schaerer, C.E.T., Supervisor of Engineering Projects
REVIEWED BY:	Jeff Willmer, Chief Administrative Officer
DATE:	September 25, 2025
SUBJECT:	Grand River Conservation Authority Monitoring Well Access Agreement

RECOMMENDATION:

THAT Report IS-2025-38, Grand River Conservation Authority Monitoring Well Access Agreement, be received for information; and,

THAT Council approves the agreement in principle as per Report IS-2025-38; and,

THAT Council delegates authority to the Director of Infrastructure Services to execute the Access Agreement between the Township of Wilmot and the Grand River Conservation Authority (GRCA) for access to maintain groundwater monitoring wells located within the Township's right-of-way, subject to review and approval by the Township's legal counsel.

SUMMARY:

Grand River Conservation Authority (GRCA) is requesting that the Township of Wilmot enter a 10-year agreement with the GRCA, to allow GRCA staff to continue to access three long-term monitoring wells located within the Township's Road allowance. The monitoring wells are a part of the Ministry of Environment, Conservation and Parks (MECP) Provincial Groundwater Monitoring Network (PGMN). The GRCA works in partnership with the MECP to deliver this program within the Grand River watershed.

Under this agreement, the Township grants the GRCA a non-exclusive licence to access the lands at reasonable times and with reasonable notice for the purpose of drilling, installing, operating, maintaining, repairing, removing, and sampling boreholes and/or monitoring wells (collectively referred to as "Monitoring Wells"). This licence supports the measurement of groundwater levels and the assessment of subsurface water quality in connection with the Provincial Groundwater Monitoring Network.

BACKGROUND:

The Access Agreement will formalize the GRCA's ability to install, access, and maintain these wells while protecting the Township's infrastructure and liability interests. The agreement includes provisions for site restoration, indemnification, and coordination with Township staff for any future work in the vicinity.

Groundwater is a critical resource for drinking water, agriculture, and ecosystem health. Monitoring its quantity and quality is essential for sustainable watershed management. The GRCA, in collaboration with the Province of Ontario, operates a network of monitoring wells across the Grand River watershed to collect data on groundwater conditions. This data supports:

- Source water protection planning
- Climate change adaptation strategies
- Infrastructure planning and risk mitigation
- Environmental impact assessments

As part of this initiative, the GRCA has identified three locations within the Township of Wilmot's road allowance that require access for ongoing operations with the monitoring wells:

- 2451 Huron Road
- 3171 Bleams Road
- 1401 Hallman Road

REPORT:

The draft agreement has been reviewed by Township staff and forwarded to legal counsel for final review. A copy of the draft has been attached for Council's consideration. Once finalized, the agreement will be presented to the Mayor and Clerk for execution. Formal execution of the agreement will enable the GRCA to proceed with maintenance and monitoring activities in a manner that is coordinated with Township operations and compliant with municipal standards.

The agreement term is ten (10) years, commencing October 27, 2025, and ending October 27, 2035. It will automatically renew for one (1) additional ten-year term unless terminated by either party with at least one hundred twenty (120) days' written notice.

Additionally, the agreement may be cancelled unilaterally by either party with six (6) months' written notice or by mutual agreement with a mutually agreed notice period.

These monitoring wells are part of the Provincial Groundwater Monitoring Network administered by the Province and fall under the Mandatory Category 1 Program as defined in the Conservation Authorities Act. An access agreement is required to support this initiative.

The purpose of the monitoring wells is to collect long-term groundwater levels and quality information. All results are provided to the MECP and made publicly available. This information is also used to support watershed, drinking water source water protection and planning studies.

GRCA staff access the monitoring wells during brief visits approximately four times per year to obtain groundwater level measurements and sample the wells for water quality, plus well maintenance as necessary. This agreement will permit ongoing monitoring and maintenance of the wells by GRCA staff.

This project aligns with the Township's commitment to environmental stewardship, sustainable infrastructure, and inter-agency collaboration.

ALIGNMENT WITH THE TOWNSHIP OF WILMOT STRATEGIC PLAN:

Prosperous Businesses & Balanced Growth

Action 3.3 Protecting our natural environment.

FINANCIAL CONSIDERATION:

There are no direct financial costs to the Township associated with this agreement. All installation, maintenance, and restoration activities will be carried out by the GRCA at their expense. Staff time may be required for coordination and oversight, but this is expected to be minimal.

ATTACHMENTS:

Attachment 1 – Access Agreement (Draft)

THIS AGREEMENT made this _____ day of _____, 2025.

BETWEEN:

THE TOWNSHIP OF WILMOT

together herein called "Owner",

OF THE FIRST PART

- and –

THE GRAND RIVER CONSERVATION AUTHORITY

herein called "Authority",

OF THE SECOND PART

WHEREAS:

1. The Owner is the registered owner of the lands described herein under Schedule "A", and as amended from time to time (herein called "the Lands").
2. The Owner (in response to a request from the Authority) has agreed, subject to and upon the terms herein contained, to grant to the Authority a non-exclusive licence for reasonable access to the Lands for the purpose of drilling, installing, maintaining, repairing, removing, operating, monitoring and sampling boreholes and/or monitoring wells (the "**Monitoring Wells**") in/on the Lands to measure water levels and determine the quality of subsurface groundwater associated with the Provincial Groundwater Monitoring Network.

WITNESS that in consideration of the premises and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, The Owner and Authority agree as follows:

1. The Parties hereto acknowledge and confirm the accuracy and truth of the foregoing recitals.
2. All prior agreements, understandings and arrangements with the Authority for Monitoring Wells associated with the Provincial Groundwater Monitoring Network on the Lands, are hereby revoked and replaced in their entirety by this Agreement.

3. **GRANT OF LICENCE**

The Owner hereby grants to the Authority a non-exclusive licence to use the Lands for the purpose of drilling, installing, maintaining, repairing, removing, operating, monitoring and sampling Monitoring Wells in/on the Lands in the locations shown on Schedule "A" or as agreed by the Owner from time to time, to determine the quality and level of subsurface groundwater, and for every such purpose and for all purposes necessary or incidental to the exercise of the rights hereby created the Authority and its servants, agents, consultants, contractors and subcontractors and their supplies and equipment shall have reasonable access to the Lands. The licence granted hereby shall be non-exclusive and in common with the rights of the Owner and its invitees and any existing easements to the Lands; provided that neither Owner nor its licensees, easement rights holders or invitees shall be permitted to alter, move, remove or otherwise decommission any Monitoring Wells without the prior written consent of the Authority, not to be unreasonably withheld. Subject to the rights and obligations in this Agreement, Owner shall have the charge, administration, management and right of sale or disposition of the Lands as well as the right to fully use and enjoy the same. Owner is not and will not be under any obligation at any time to maintain the Lands, construct or repair or improve access, or clear snow or other obstructions, to or on the Lands.

4. **OBLIGATIONS OF THE OWNER**

The Owner agrees:

- (a) to negotiate options with the Authority prior to submitting written notice for termination of the Agreement if the Monitoring Wells become a hindrance, which would include, but not be limited to installation of electronic monitoring equipment, conversion to flush mounted casings or relocation; and
- (b) to notify the Authority in the event the Owner plans or intends to sell or otherwise dispose of any of the Lands.

5. **TERM OF AGREEMENT**

The term of this Agreement shall be ten (10) years commencing October 27th 1, 2025 and ending October 27th, 2035. This Agreement shall be automatically renewed for one (1) additional term of ten (10) years thereafter, unless terminated by either party upon giving at least one hundred twenty (120) days prior written notice to the other party.

THAT this Agreement may be cancelled unilaterally by either party by providing six (6) months notice in writing of the intention to cancel to the other party or by mutual agreement with any agreed period of notice.

6. **OBLIGATIONS OF THE AUTHORITY**

The Authority agrees:

- (a) to perform the drilling, installation, maintenance, repair, removal, operating, monitoring and sampling, of the Monitoring Wells to be conducted upon the Lands (the “**Work**”) at its sole risk and expense in accordance with generally accepted good engineering practices and standards and in compliance with all applicable laws (including, without restriction, compliance with all applicable environmental laws and regulations), ensuring that its agents, servants, consultants, contractors and subcontractors are competent, properly trained, licensed and insured to carry out the Work to be performed pursuant to this Agreement and are informed of the Authority’s obligations under this Agreement;
- (b) to request the written approval from the Owner prior to the commencement of any Work or taking any action that is not described in herein, such consent not to be unreasonably withheld;
- (c) to restrict its access to the Lands by traveling only over and along existing open areas, trails and access roadways that have been constructed upon the Lands, if applicable, as much as reasonably possible;
- (d) to ensure that its access to and use of the Lands does not unreasonably impede or interfere with the reasonable use and enjoyment of the Lands by the Owners or its invitees or by any existing easement rights holders, and to abandon and/or relocate

the Monitoring Wells as requested by the Owner in writing, acting reasonably;

- (e) to obtain at its expense all permits, licences and approvals that are required from any and all governmental authorities in connection with the Work on the Lands;
- (f) during the entire term of this Agreement, to obtain and keep in force a general public liability insurance policy in at least the amount of two million dollars (\$2,000,000.00) of lawful money of Canada, that protects the Authority and the employees of the Authority from all claims, demands, actions, causes of action that may be taken or made against them or any of them for any loss, damage or injury, including death, of any nature or kind whatsoever that may arise through any act or omission or both including negligent acts or omissions of the Authority or any employee or employees of the Authority;
- (g) to name the Owner as an additional insured, but only in respect of the carrying out of responsibilities assumed by the Authority on the Lands under the conditions of this Agreement, and not in respect of any act or omission of the Owner or its invites, or, if applicable, any of their respective owners, members, directors, officers, agents, servants, consultants, contractors and subcontractors;
- (h) to take special note on the Lands of inherent occupational hazards, if any, and to be knowledgeable of, and abide by, the provisions of all legislative enactment, by-laws and regulations in regard to health and safety in the Province of Ontario;
- (i) to promptly notify the Owner of any loss, damage or injury suffered by any person or of any damage to any property resulting from, occasioned by or arising in connection with the Work or the Monitoring Wells;
- (j) to indemnify and hold the Owner harmless from and against all liabilities, claims (including orders and prosecutions), suits, actions, fines, damages, losses, costs, and expenses (including defence costs and court costs) arising out of injury to or death of any person or damage to or loss or destruction of any property or in defending any action (including orders and prosecutions), application, claim or demand for environment or occupational health and safety liability

arising from the actions, errors or omissions of the Authority, its agents, servants, consultants, contractors and sub-contractors, caused by or resulting from activities of the Authority described herein on the Lands or any part of the Lands or arising from any negligence, default, improper performance or non-performance of obligations in this Agreement by the Authority, its agents, servants, consultants, contractors and sub-contractors; provided that the indemnity as outlined in this Agreement shall not apply to existing contamination or environmental issues, concerns or conditions at the location of work or lands owned by the Owner being performed by the Authority or their contractor;

- (k) upon expiry of this Agreement (or of any renewal thereof) or upon the earlier termination of this Agreement, to forthwith abandon the Monitoring Wells (including capping and sealing) in accordance with good engineering practice, , and regulations thereto and as outlined in Provincial policy and guideline documents and to remove all equipment from the Lands and to restore and deliver up vacant possession of the Lands in the condition that existed at the time of signing of this Agreement;
- (l) that all site restoration required as a result of the operations as outlined under this Agreement by the Authority or its contractors and subcontractors will be the responsibility of the Authority, and all costs associated with such site restoration, the repair of any fencing and trails and any other associated costs relating to this Agreement will be borne by the Authority;
- (m) to keep the Monitoring Wells in a state of good maintenance and repair throughout the term of this Agreement in accordance with good engineering practices and, upon notice, to repair any damage to the Lands caused by the Authority; and
- (n) not to register this Agreement nor any notice thereof on title to the Lands.

7. **ENFORCEABILITY**

The invalidity or unenforceability of any paragraph or provision in this Agreement shall not be deemed to affect the validity or enforceability of any other provision of this Agreement.

8. **APPLICABLE LAW**

This Agreement shall be construed solely and exclusively in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and both parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario.

9. **SEVERABILITY OF TERMS**

All of the terms of this Agreement are severable from each other and will survive the invalidity of any other term of this Agreement.

10. **ASSIGNABILITY**

No party shall assign, sub-contract or transfer this Agreement or any of its rights or obligations without prior written consent of the other party.

11. **DEFAULT**

If any party fails to perform any of the covenants or obligations of performance imposed on it in this Agreement, the other party shall give the defaulting party written notice, stating specifically the cause for which the notice of default is given. If, within a period of thirty (30) days after giving notice, the defaulting party fails to cure the default, then the party not in default may cancel this Agreement or cure the default at the defaulting party's expense or both without obligation by furnishing the defaulting party written notice of cancellation. Such cancellation shall be without prejudice to either party's rights and obligations under the Agreement or at law.

12. **EFFECTIVE DATE**

This Agreement will be effective on the date that the last party executes and delivers this Agreement.

13. **AMENDMENTS TO THIS AGREEMENT**

Any amendments to this Agreement shall only be made in writing with the consent of the parties.

14. **SUCCESSORS**

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

15. **WAIVER**

No waiver of any breach under this Agreement or of any available remedy shall be effective unless stated in writing and signed by the party granting such waiver.

16. **NOTICES**

It is mutually agreed between the Parties that all notices or other documents required or which may be given under this Agreement shall be in writing, duly signed by the party giving such notice and delivered/sent/transmitted in person, by mail, electronic mail or by nationally/internationally-recognized courier, with a copy by fax (if available), addressed as follows:

**Grand River Conservation
Authority**

400 Clyde Rd. PO Box 729
Cambridge ON N1R 5W6

Attn: Senior Hydrogeologist –
Groundwater Resources

Township of Wilmot

60 Snyder's West
Baden, ON N3A 1a1

Attn: Curtis Schaerer –
Supervisor of Engineering
Projects

or to any solicitor or firm of solicitors for the time being acting for the Township or the Authority, as known to the others by reason of a notice given pursuant to this Section. Any notice or document so given shall be deemed to have been received on the third business day following the date of mailing, on the following business day if transmitted by telefax or electronic mail, and on the day that it is personally delivered or sent by courier. Any party may from time to time, by notice given as provided above, change its address for the purpose of this clause.

17. **EXECUTION OF THIS AGREEMENT**

This Agreement may be executed in counterparts in writing or by electronic signature and delivered by mail, facsimile or other electronic means, including in Portable Document Format (PDF), no one copy of which need be executed by all of the parties, and all such counterparts

together shall constitute one agreement and shall be a valid and binding agreement among the parties hereto as of the date first above written.

18. **ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, negotiations, representatives and proposals, written and oral, relating to the subject matter. Time shall be of the essence of this Agreement.

THE NEXT PAGE IS THE SIGNING PAGE

DRAFT

IN WITNESS WHEREOF the parties herein have hereunto executed this Agreement the day and year first above written.

GRAND RIVER CONSERVATION AUTHORITY

Per: _____

Name: Karen Armstrong

Title: Deputy CAO, Secretary Treasurer

I have the authority to bind the Corporation

Township of Wilmot

Per: _____

Name: Natasha Salonen

Title: Mayor

Per: _____

Name: Kaitlin Bos,

Title: Municipal Clerk

We have authority to bind the Corporation.

SCHEDULE "A"

Well Name	Location Type	Well Status	Drilled Date	Easting	Northing	Property Address
W022-1	Monitoring Well	Level & Quality	December 8, 1993	532336	4801391	2451 Huron Road, Twp of Wilmot
W427	Monitoring Well	Level & Quality	December 19, 2003	526683	4802634	3171 Bleams Road, Township of Wilmot
W428	Monitoring Well	Level & Quality	February 14, 2004	535222	4800604	1401 Hallman Road, Township of Wilmot



DEVELOPMENT SERVICES

Staff Report

REPORT NO:	DS-2025-10
TO:	Committee of the Whole on October 6, 2025
SUBMITTED BY:	Harold O'Krafka, MCIP RPP PLE Director of Development Services
PREPARED BY:	Andrew Martin, MCIP RPP Manager of Planning and Economic Development
REVIEWED BY:	Jeff Willmer, Chief Administrative Officer
DATE:	September 24, 2025
SUBJECT:	Draft Plan of Condominium 30CDM-25601, 66 Hincks Street, New Hamburg

RECOMMENDATION:

THAT Council, pursuant to Section 51(31) of the Planning Act R.S.O. 1990, C. P. 13, grant approval to Draft Plan of Proposed Condominium 30CDM-25601 subject to the conditions listed in report DS 2025-10;

and

THAT the Director of Development Services, or delegate, be authorized to approve the draft plan and subsequent minor modifications to the draft plan, and execute all necessary plans and documents required to register the condominium plan and/or phases of the condominium plan;

and

THAT upon registration of the condominium, or any phases thereof, the Director of Development Services, or delegate, shall provide a report to Council summarizing any minor modifications made to the draft plan prior to the registration of the plan.

SUMMARY:

The Township is in receipt of a draft plan of condominium application for a 62-unit townhome development under construction at 66 Hincks Street in New Hamburg.

This report recommends approval of a condominium application that would allow all 62 residential units to be divided into separate ownership along with exclusive use areas and common areas within the development.

BACKGROUND:

Draft Plan 30CDM-25601 is a proposed condominium plan for a 62-unit townhome development under construction at 66 Hincks Street in New Hamburg.

Development of the property was approved through Zone Change Application 08-21 in 2023. At that time the zoning was placed in a holding zone pending completion of a record of site condition. The record of site condition was completed, and the holding zone subsequently removed by Council approval in February 2024. The zoning approval was subsequently implemented through a detailed site plan approval process. Site plan approval was granted in August 2024 and secured through a site plan agreement registered as instrument number WR1592295.

REPORT:

Construction of the approved townhome units is underway. Building permits have been issued for all three townhome blocks (fourteen units total) fronting Catherine Street with buildings under various stages of completion.

It is anticipated that registration will occur in phases, commencing with completed units on Catherine Street. The draft approval conditions include provisions to satisfactorily restore the boulevard areas along Hincks Street and Catherine Street prior to the first registration and to secure the site with construction fencing outside of the associated road allowances. As well, the development includes a public pedestrian walkway between Hincks Street and Catherine Street which the developer has agreed to install prior to the registration of the first phase of the condominium.

Upon registration, the condominium application will allow the developer to convey title/interest of each unit to separate purchasers.

The property has already been subject to public review through the zoning process. This application simply facilitates the final stage in development allowing units to be conveyed individually.

A copy of the proposed draft plan is included as Attachment A.

The following, organized under the headings Conditions, Clearances, and Notes together form the recommended draft approval conditions as referenced within the recommendation of this report.

Conditions:

1. That this approval applies to Plan of Condominium 30CDM-25601 for 66 Hincks GP Inc. prepared by Van Harten Surveying Inc., project number 34012-24, last revised September 15, 2025, which includes 62 residential units, associated exclusive use areas, and common road, parking, and amenity areas.

2. That the owner agrees to stage and/or phase the development of this plan of condominium in a manner satisfactory to the Township of Wilmot.
3. That, prior to or concurrent with the registration of the plan, the owner shall pay to the Township of Wilmot a parkland dedication fee of \$2500 per unit. In the case of phased registration, the fee shall be paid based on the number of units contained in the phase.
4. Prior to registration of the plan (or the first phase if phasing is proposed) the following works are to be completed within the Hincks Street right-of-way as an interim solution until works are completed in accordance with the approved site plan, to the satisfaction of the Township:
 - a) construction hoarding is to be installed along the entire Hincks Street lot line (as exists after the road widening required by Condition 8a has been completed) except to provide access to the walkway required by Condition 5;
 - b) any areas within the existing and widened road allowance between the street curb and construction hoarding that are currently not asphalt or concrete, will need to be restored with topsoil and sod; and
 - c) The existing municipal sidewalk on Hincks Street from the northeast boundary of the property southeast to align with the sidewalk on James Street, if damaged, will need to be restored to the satisfaction of the Township.
5. Prior to registration of the plan (or the first phase of phasing is proposed), a 3.0m wide municipal walkway shall be constructed within the Township easement (required by Condition 8b) between Hincks Street and Catherine Street together with a gate and bollard at either end to prevent unauthorized vehicular access all to the satisfaction of the Township. Construction hoarding shall be installed along the south side of the walkway to separate the walkway from the remainder of the subject lands, to the satisfaction of the Township.
6. Prior to registration of the plan (or the first phase if phasing is proposed) the following works are to be completed within the Catherine Street right-of-way in accordance with the approved site plan to the satisfaction of the Township:
 - a) all entrances between the street and sidewalk completed to a minimum of basecoat asphalt;
 - b) municipal curb is to be installed and/or repaired;
 - c) municipal sidewalk to be installed;
 - d) topsoil and sod to be completed between the street curb and sidewalk; and
 - e) construction hoarding, if required, shall be located on the private property side of the municipal sidewalk.
7. Prior to registration of the plan (or the first phase if phasing is proposed), such easements as may be required for utility or drainage purposes shall be granted to the appropriate authority.

8. Prior to registration of the plan (or the first phase if phasing is proposed), the following are required to be conveyed at no cost to the Township of Wilmot:
 - a) parts 5-8, Plan 58R-21724 as a road allowance widening along Hincks Street;
 - b) a 7m easement for municipal infrastructure and for public walkway access between Hincks Street and Catherine Street in the location of, and to replace the existing easement registered as Instrument Number 874395; and
 - c) a 10m easement for municipal infrastructure between Hincks Street and Catherine Street in the location of, and to replace the existing easement registered as Instrument Number 361479.
9. The owner agrees to make satisfactory arrangements with a telecommunications provider for the provision of permanent or temporary telephone services to the plan.
10. That the owner agrees to make satisfactory arrangements with Enbridge Inc. for the provision of necessary easements and/or agreements for the provision of gas services to the plan, in a form satisfactory to Enbridge Inc.
11. That the owner agrees to make satisfactory arrangements with Canada Post and the Township of Wilmot for the provision of necessary easements and/or agreements for the provision of mail services to this plan in a form satisfactory to Canada Post and the Township of Wilmot.
12. That the owner shall indicate to prospective purchasers in all offers of purchase and sale that mail delivery will be from a designated centralized mailbox and, that the location of the centralized mailbox shall be determined prior to the closing of any home sale to the satisfaction of Canada Post and the Township of Wilmot.
13. That prior to registration, the owner shall satisfy all of the following requirements to the satisfaction of the Waterloo Region District School Board (WRDSB):
 - a) That the Owner/Developer must agree in the Condominium Declaration to notify all purchasers of residential units and/or renters of same, by inserting the following clauses in all offers of Purchase and Sale/Lease:
 - i) “Despite the best efforts of the Waterloo Region District School Board (WRDSB), accommodation in nearby facilities may not be available for all anticipated students. You are hereby notified that students may be accommodated in temporary facilities and/or bussed to a school outside the area, and further, that students may, in future, be transferred to another school.”
 - ii) For information on which schools are currently serving this area, contact the WRDSB Planning Department at 519-570-0003 ext. 4419, or email planning@wrdsb.ca. Information provided by any other source cannot be guaranteed to reflect current school assignment information.
 - iii) “In order to limit risks, public school buses contracted by Student Transportation Services of Waterloo Region (STSWR), or its assigns or successors, will not travel on privately owned or maintained rights-of-way to pick up and drop off students,

and so bussed students will be required to meet the bus at a congregated bus pick-up point."

14. That prior to registration, the Subdivider shall satisfy all of the following requirements to the satisfaction of the Waterloo Catholic District School Board (WCDSB):
 - a) That the developer shall include the following wording in the condominium declaration to advise all purchasers of residential units and/or renters of the same:
 - i) "In order to limit risks, public school buses contracted by Student Transportation Services of Waterloo Region (STSWR), or its assigns or successors, will not travel on privately owned or maintained rights-of-way to pick up and drop off students, and so bussed students will be required to meet the bus at a congregated bus pick-up point."
15. That the condominium declaration shall include the following to the satisfaction of the Township:
 - a) The owner/condominium corporation shall grant any additional easements or rights of access required for utility or municipal services purposes to the satisfaction of the Director of Infrastructure Services
 - b) The owner/condominium corporation acknowledges and agrees that the property (as existed on the day before the first registration) shall contain one Township owned water meter for metering/billing purposes by the Township to one owner/condominium corporation. Secondary meters may be purchased for sub-metering individual units. The purchase, installation, maintenance and billing related to the secondary meters is the responsibility of the owner/condominium corporation.
 - c) The owner/condominium corporation acknowledges and agrees to ensure that the minimum designed liquid retention volume and quality control provision measures of the on-site storm water management system is maintained at all times and to inspect the facility at least once in the spring and once in the fall each year (and as per manufacturer recommendations) and, if necessary, clean and maintain the facility to prevent excessive build-up of sediments and/or vegetation.
 - d) The walkway along the northwest property line (the property line being as existed on the day before the first registration) is to be maintained by the owner/condominium corporation for year round use by the public. Future repair and replacement of the walkway to ensure continued safe public use shall be the responsibility of the owner/condominium corporation unless otherwise set out within a registered easement with the Township of Wilmot.
16. That the owner make provisions in the Condominium Declaration, to the satisfaction of the Township of Wilmot, regarding ownership details and rights and obligations for all units, exclusive use areas, and common elements including, but not limited to landscaped areas, and amenity areas, if any, and shall include other provisions as may be required by the Region of Waterloo, Canada Post, Enbridge, the Waterloo Region District School Board, and the Waterloo Catholic District School Board.
17. That prior to registration, the owner submit a draft of the final Condominium Declaration to the Township of Wilmot and the Regional Municipality of Waterloo.

18. That subject to Conditions 1 to 17 herein, the owner shall satisfy all of the conditions of the Region of Waterloo included as Attachment “B” to Township report DS 2025-10. The conditions of the Region of Waterloo are deemed to be modified to be “to the satisfaction of the Region of Waterloo and/or the Township of Wilmot”.

Clearance:

1. That prior to the signing of the final plan by the Director of Development Services, the Township of Wilmot is to be advised by the Region of Waterloo that Conditions 1-2 and 17-18 have been cleared.
2. That prior to the signing of the final plan by the Director of Development Services, the Township of Wilmot is to be advised by a telecommunications provider that that Conditions 7 and 9 have been carried out to their satisfaction with a brief but complete statement detailing how each condition has been satisfied.
3. That prior to the signing of the final plan by the Director of Development Services, the Township of Wilmot is to be advised by Enbridge Gas Inc. that that Conditions 7 and 10 have been carried out to their satisfaction with a brief but complete statement detailing how each condition has been satisfied.
4. That prior to the signing of the final plan by the Director of Development Services, the Township of Wilmot is to be advised by the Waterloo Region District School Board that that Condition 13 has been carried out to their satisfaction with a brief but complete statement detailing how each condition has been satisfied.
5. That prior to the signing of the final plan by the Director of Development Services, the Township of Wilmot is to be advised by the Waterloo Catholic District School Board that that Condition 14 has been carried out to their satisfaction with a brief but complete statement detailing how each condition has been satisfied.

Notes:

1. The condominium plan for Registration must be in conformity with Ontario Regulation 43/96 as amended, under the Registry Act.
2. Draft approval will be reviewed by Township Council from time to time to determine whether draft approval should be maintained.
3. It is the responsibility of the owner of this plan to advise the Township of Wilmot Development Services Department of any changes in ownership, agent, address, e-mail and phone number.
4. Prior to final approval, it is the responsibility of the owner to submit a summary package briefly describing how each condition has been satisfied, including copies of the relevant

agency clearance letters. The summary package should be submitted with the required plans as outlined in Note 6 below.

5. Together with the submission of the request to release the plan for registration, the owner is required to submit the final file geodatabase and .pdf file representing the plan to be registered.
6. When the survey has been completed and the final plan prepared to satisfy the requirements of the Registry Act, they should be forwarded to the Township in the number, format and specifications required by the Land Registry Office. If the plans comply with the terms of approval, and all conditions have been satisfied the Director of Development Service's signature will be endorsed on the plan and it will be forwarded to the Registry Office for registration.

ALIGNMENT WITH THE TOWNSHIP OF WILMOT STRATEGIC PLAN:

Prosperous Businesses & Balanced Growth

FINANCIAL CONSIDERATIONS:

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

ATTACHMENTS:

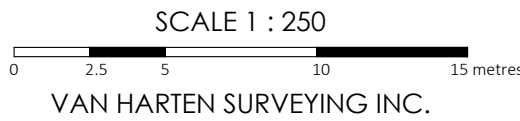
Attachment A: Draft plan of condominium

Attachment B: Regional conditions of draft approval

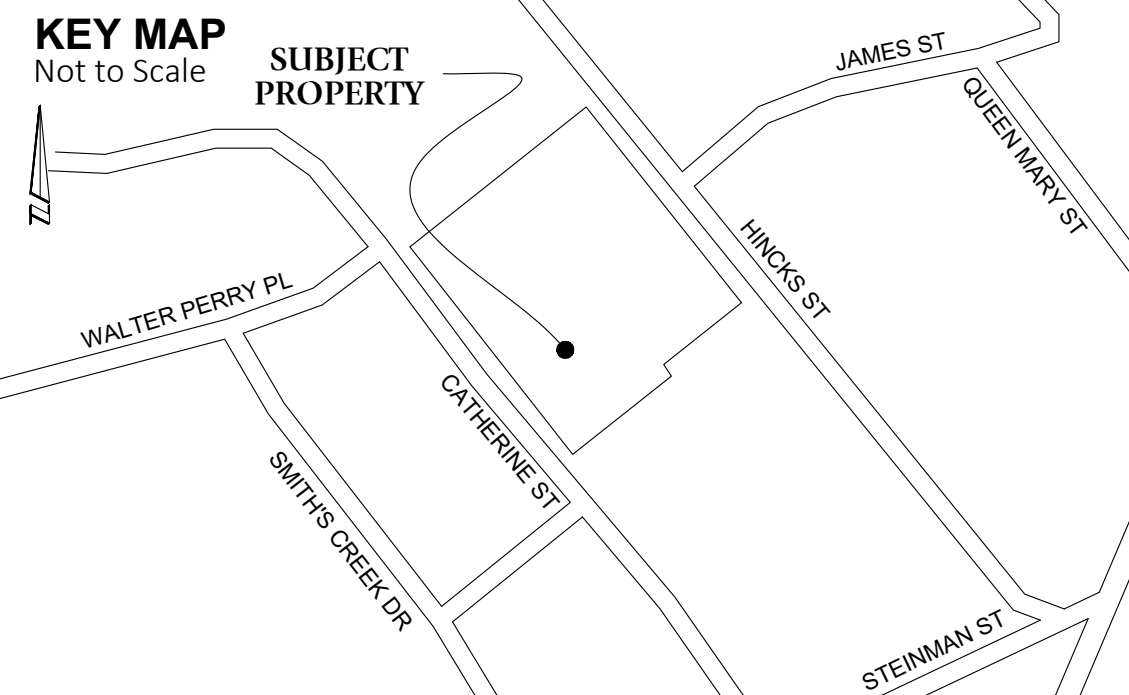


SHEET 1 OF 4 SHEETS

DRAFT PLAN OF STANDARD PHASED
CONDOMINIUM
PART OF LOT 38
REGISTRAR'S COMPILED PLAN 1552
AND PART OF LOT 7
REGISTERED PLAN 532A
TOWNSHIP OF WILMOT
REGIONAL MUNICIPALITY OF WATERLOO



METRIC:
DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY
DIVIDING BY 0.3048.



OWNER'S CERTIFICATE

IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 51 OF THE PLANNING ACT, I HEREBY
AUTHORIZE VAN HARTEN SURVEYING INC. TO SUBMIT THIS PLAN FOR APPROVAL.

OWNER: 66 HINCKS GP INC.

DATE: _____
ZAC ZEHR
I HAVE THE AUTHORITY TO BIND THE CORPORATION

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE BOUNDARIES OF THE LANDS TO BE SUBDIVIDED AS SHOWN ON
THIS PLAN AND THEIR RELATIONSHIP TO ADJACENT LANDS ARE ACCURATELY AND CORRECTLY
SHOWN.

DATE: AUGUST 18, 2025
REVISED: SEPTEMBER 15, 2025
JAMES M. LAWS, O.L.S.

SCHEDULE: RE: SECTION 51 - THE PLANNING ACT.

- (a) BOUNDARIES AS SHOWN
- (b) WIDTHS OF ROADS AS SHOWN
- (c) KEY PLAN AS SHOWN
- (d) PURPOSE OF SITE 8 TOWNHOUSE CONDOMINIUMS
- (e) EXISTING USES OF ADJOINING LANDS AS SHOWN
- (f) DIMENSIONS OF UNITS AS SHOWN
- (g) NATURAL FEATURES NA
- (h) MUNICIPAL WATER AVAILABLE
- (i) GRAVEL AND LOAM
- (j) AS SHOWN ON GRADING PLAN PREPARED BY MTE, FILE NO. 49027-100
- (k) ALL MUNICIPAL SERVICES AVAILABLE
- (l) SUBJECT TO EASEMENTS AS IN 361479 AND 874395

ADDITIONAL INFORMATION

ZONING: RESIDENTIAL 24A
SITE AREA: 12,212m²
NUMBER OF RESIDENTIAL UNITS: 62
VISITOR PARKING: 25
BARRIER FREE VISITOR PARKING: 2
D-4 EXCLUSIVE USE FRONT YARD AREA, PORCH AND DRIVEWAY
B-4 EXCLUSIVE USE REAR YARD AREA AND DECK
V VISITOR PARKING

EXCLUSIVE USE DEFINITIONS

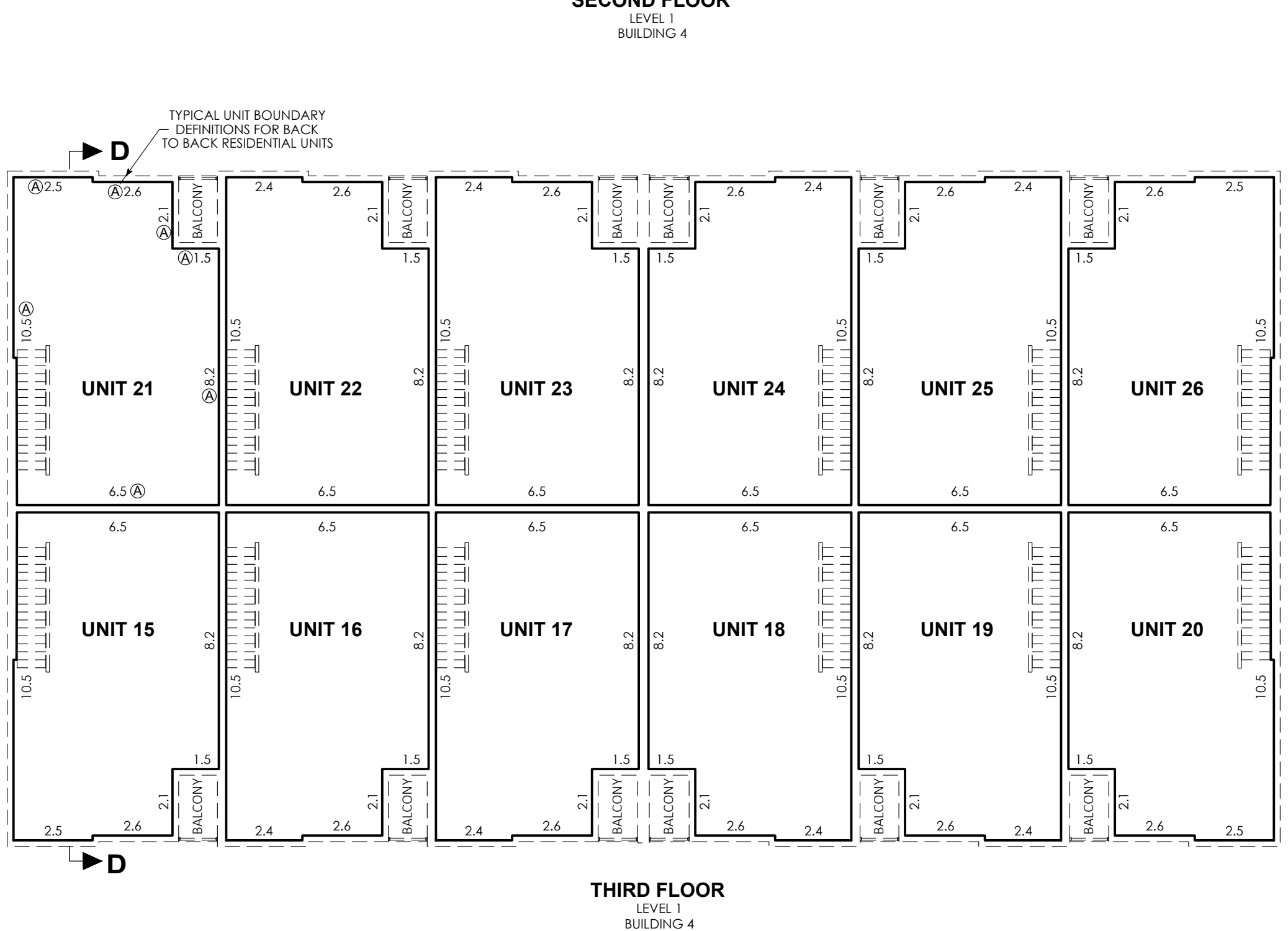
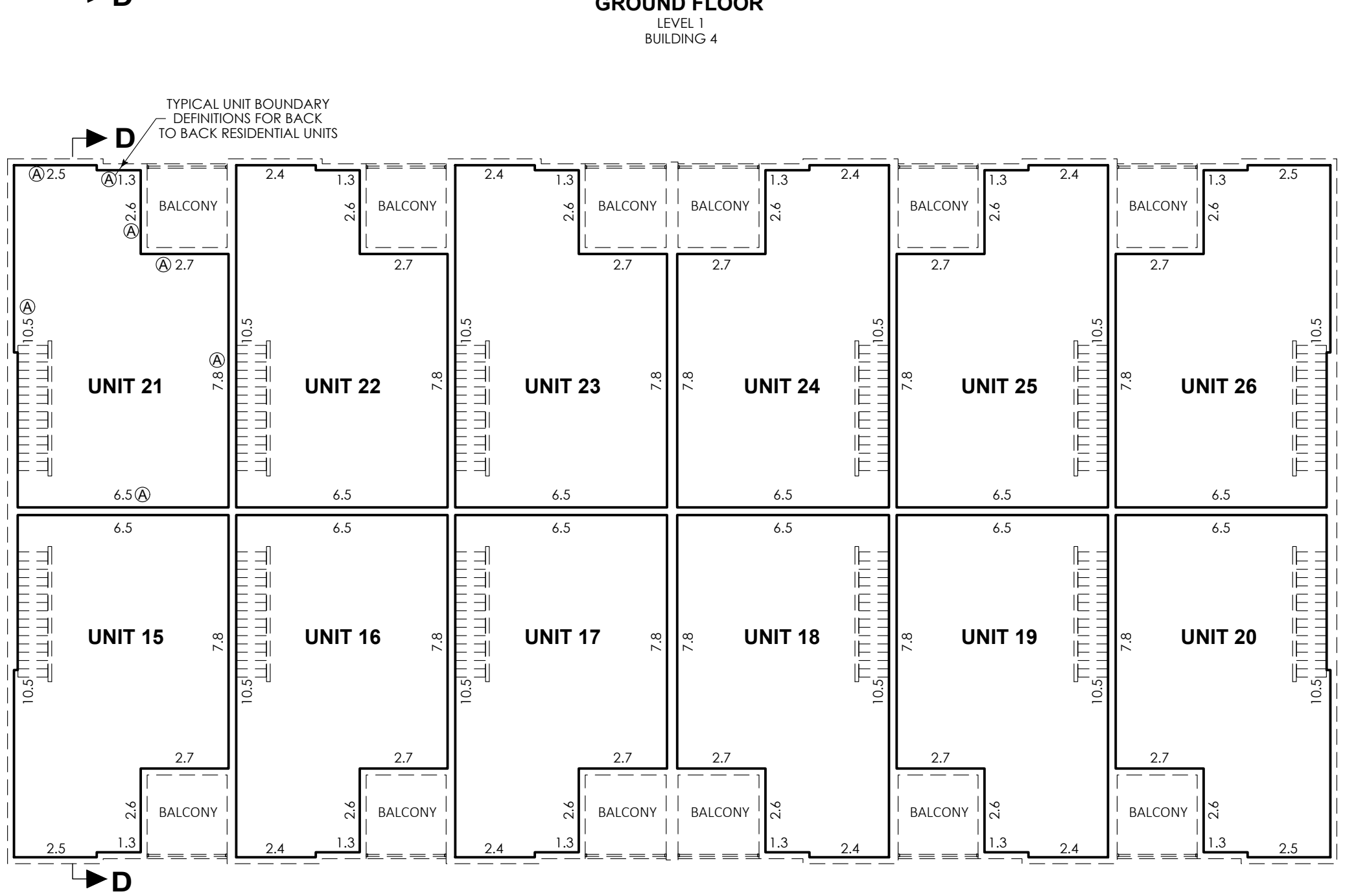
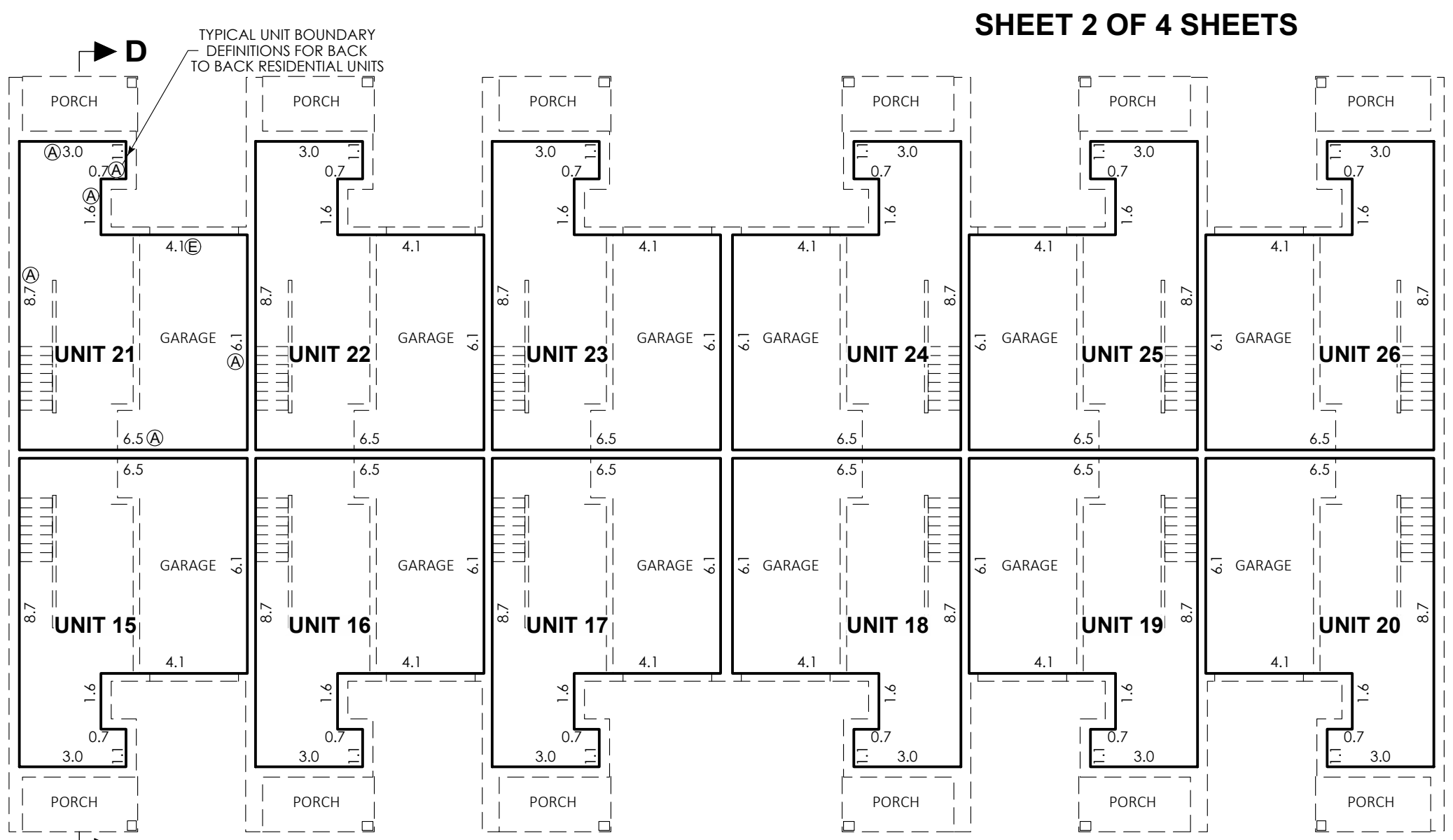
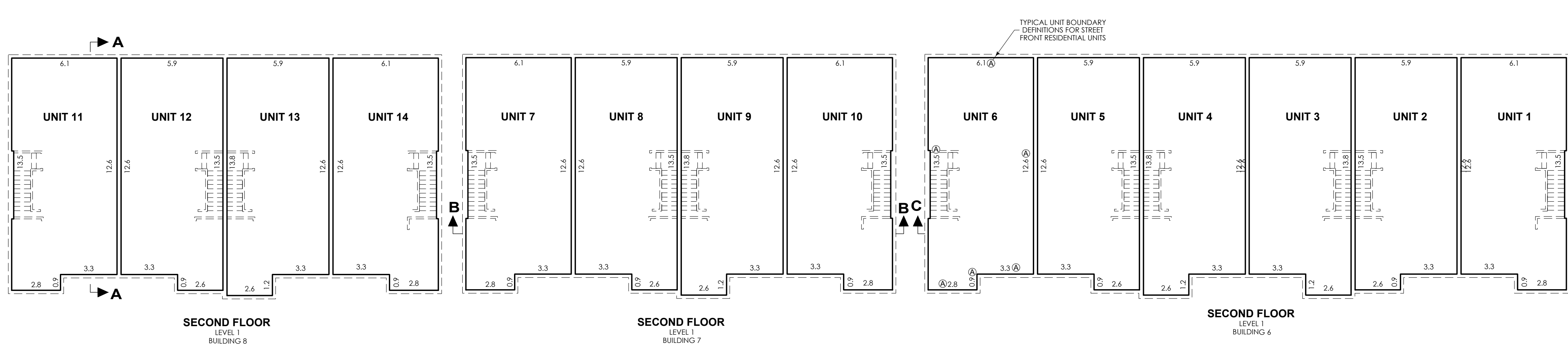
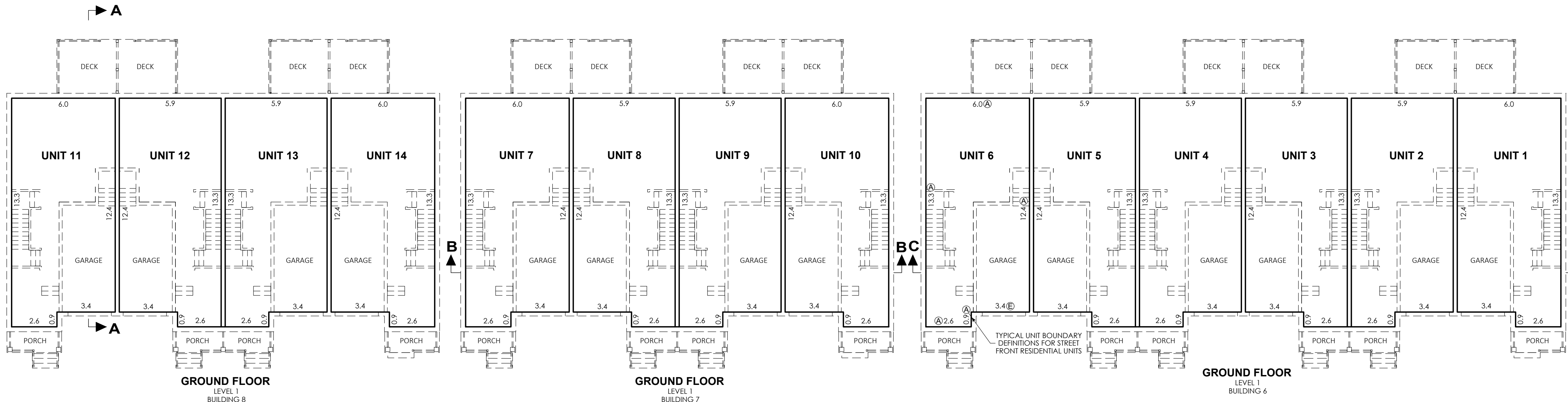
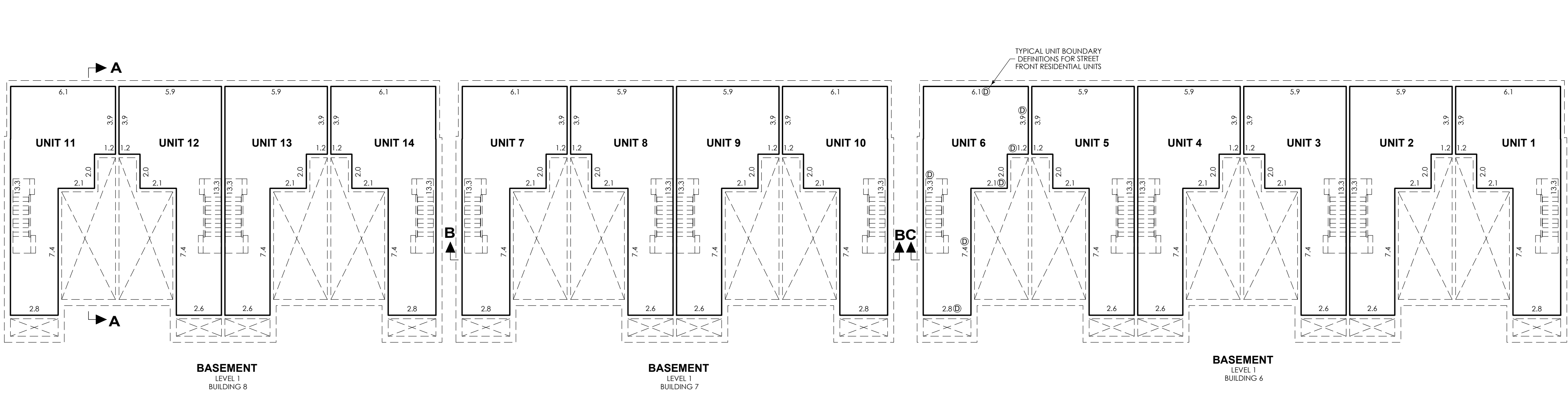
- ① FACE OF EXTERIOR WALL AND PROJECTIONS THEREOF
- ② DIMENSIONS OUTLINED ON PLAN
- ③ PRODUCTION OF THE CENTRELINE OF WALLS BETWEEN UNITS
- ④ FINISHED SURFACE OF GRADE
- ⑤ THE HORIZONTAL PLANE OF THE UNDERSIDE OF THE ALUMINUM FASCIA BOARD/ SOFFIT AND PROJECTIONS THEREOF
- ⑥ THE VERTICAL PLANE OF THE OUTWARD FACE OF THE ALUMINUM FASCIA BOARD AND PROJECTIONS THEREOF
- ⑦ EDGE OF CONCRETE CURB AND PROJECTIONS THEREOF
- ⑧ THE UNDERSIDE OF THE BALCONY

NOTES:

IN THE VICINITY OF THE EXTERIOR DOORS AND WINDOWS, THE UNIT BOUNDARY IS THE
UNFINISHED UNIT SIDE SURFACE OF EXTERIOR DOOR, DOOR FRAME, AND WINDOW
FRAME AND THE UNIT SIDE SURFACE OF ALL GLASS PANELS THEREIN.
STRUCTURAL WALLS/PILLARS WITHIN THE UNIT ARE COMMON ELEMENTS



Kitchener Ph: 519-742-8371	Guelph Ph: 519-821-2763	Orangeville Ph: 519-940-4110
DRAWN BY: SJ	CHECKED BY: EP/BP	PROJECT NO. 34012-24
Sep 15, 2025 3:26:58 PM G:\WLMOT\1552\HINCKS CONDO\ACAD\DP 66 HINCKS (34012-24) UTM 2010 rev 1.dwg		



UNIT BOUNDARY DEFINITIONS

MEASUREMENTS CONTROLLING THE EXTENT AND LOCATION OF THE UNITS ARE THE WALLS, FLOORS, CEILINGS AND OTHER PHYSICAL FEATURES AS MORE PARTICULARLY DESCRIBED IN SCHEDULE C OF THE DECLARATION

- (A) THE UNFINISHED UNIT SIDE FACE AND PLANE AND PROJECTIONS OF THE WALL STUDS ON EXTERIOR WALLS AND WALL BETWEEN UNITS ON ALL FLOORS
- (B) THE UPPER SURFACE OF THE UNFINISHED CONCRETE SLAB FLOOR IN THE BASEMENT AND/OR GARAGE
- (C) UNFINISHED LOWER FACE AND PLANE OF ROOF JOISTS & PRODUCTION THEREOF
- (D) FACE OF UNFINISHED CONCRETE WALL/COLUMNS AND PROJECTIONS THEREOF
- (E) THE UNFINISHED UNIT SIDE SURFACE, PLANE AND PROJECTIONS OF THE GARAGE DOOR FRAME COMPONENTS AND THE UNFINISHED UNIT SIDE SURFACE, PLANE AND PROJECTIONS OF THE GARAGE DOOR IN A CLOSED POSITION AND PROJECTION THEREOF
- (F) THE UNFINISHED UNIT SIDE SURFACE OF PLYWOOD/WAFERBOARD SUBFLOOR

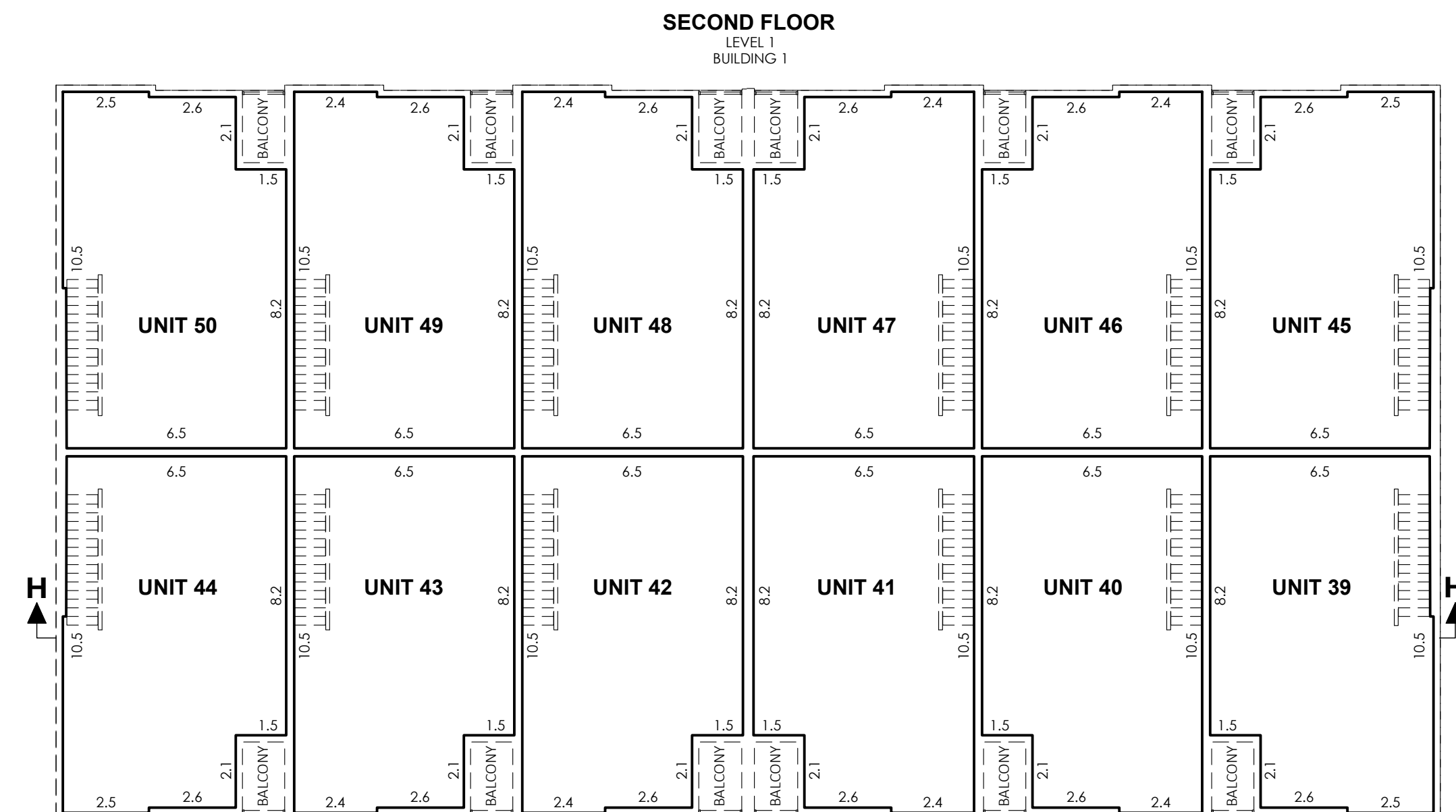
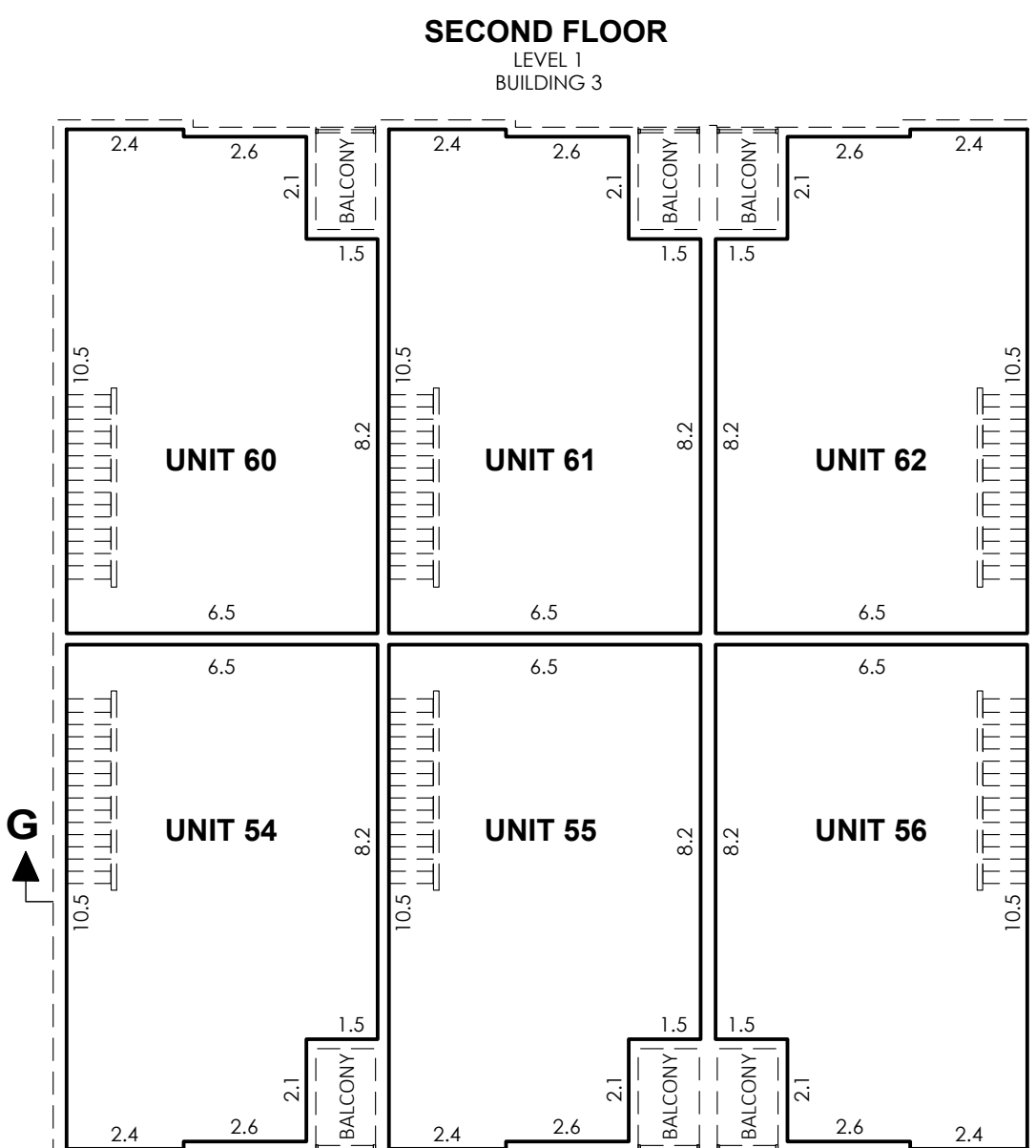
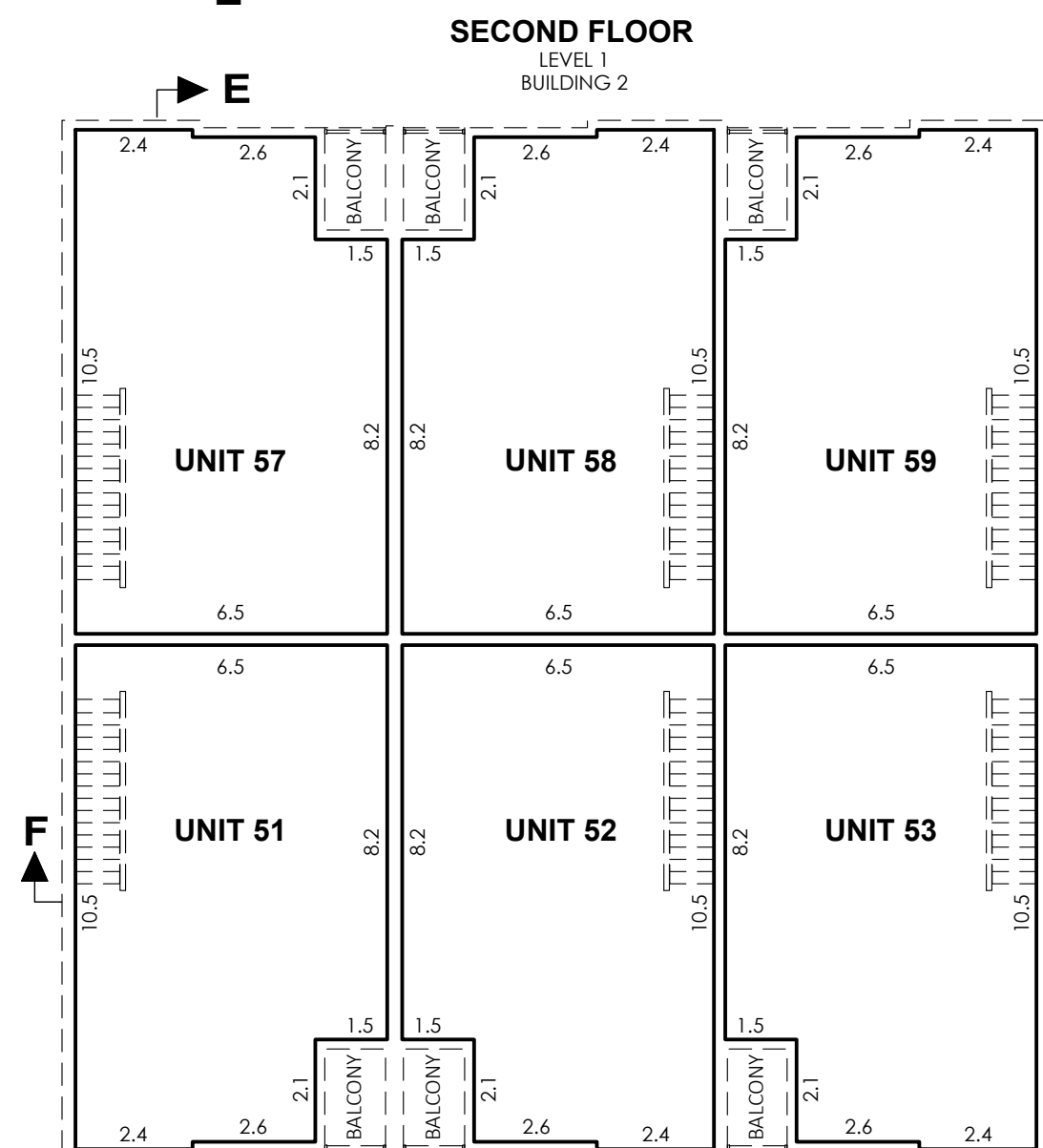
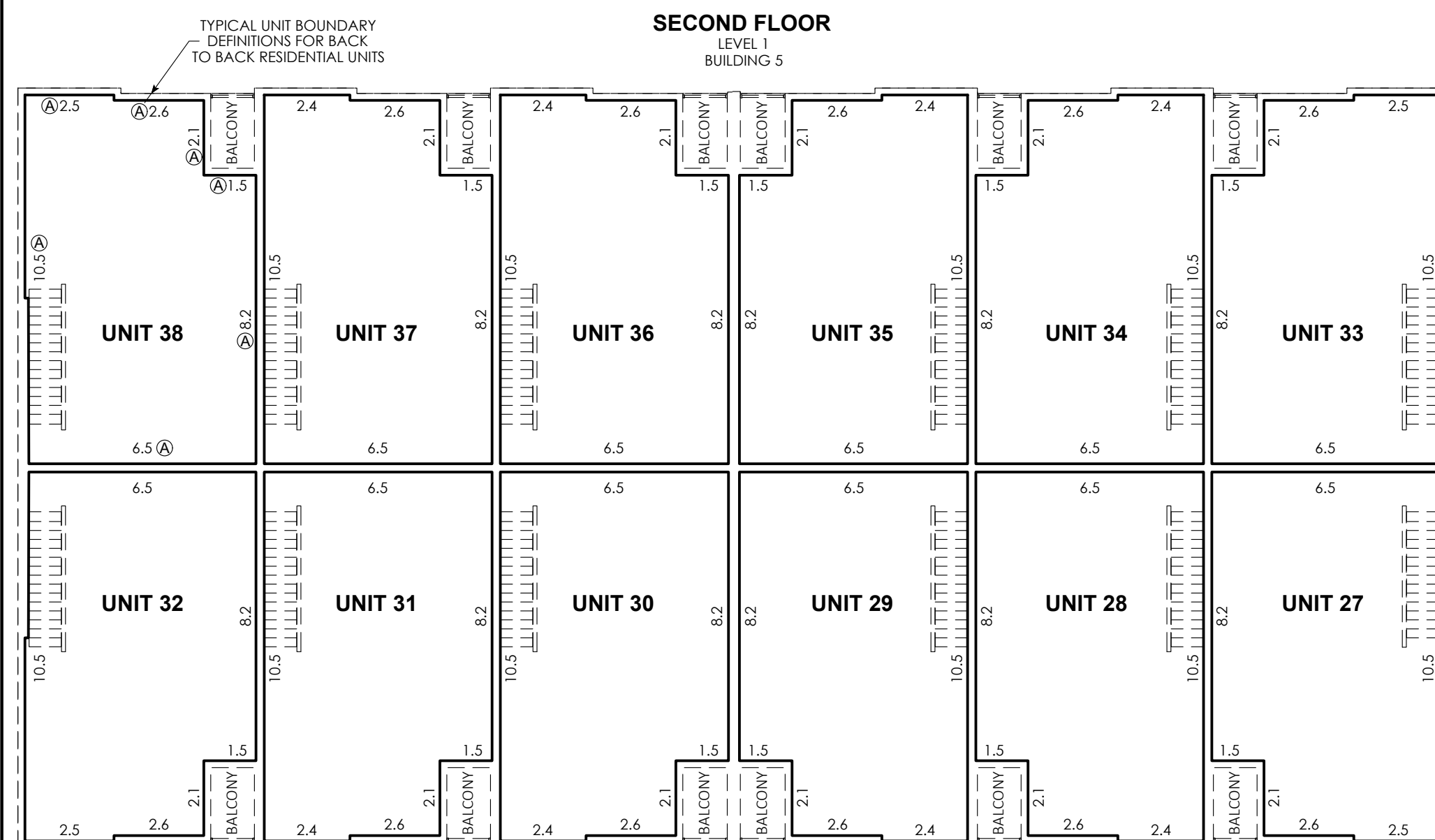
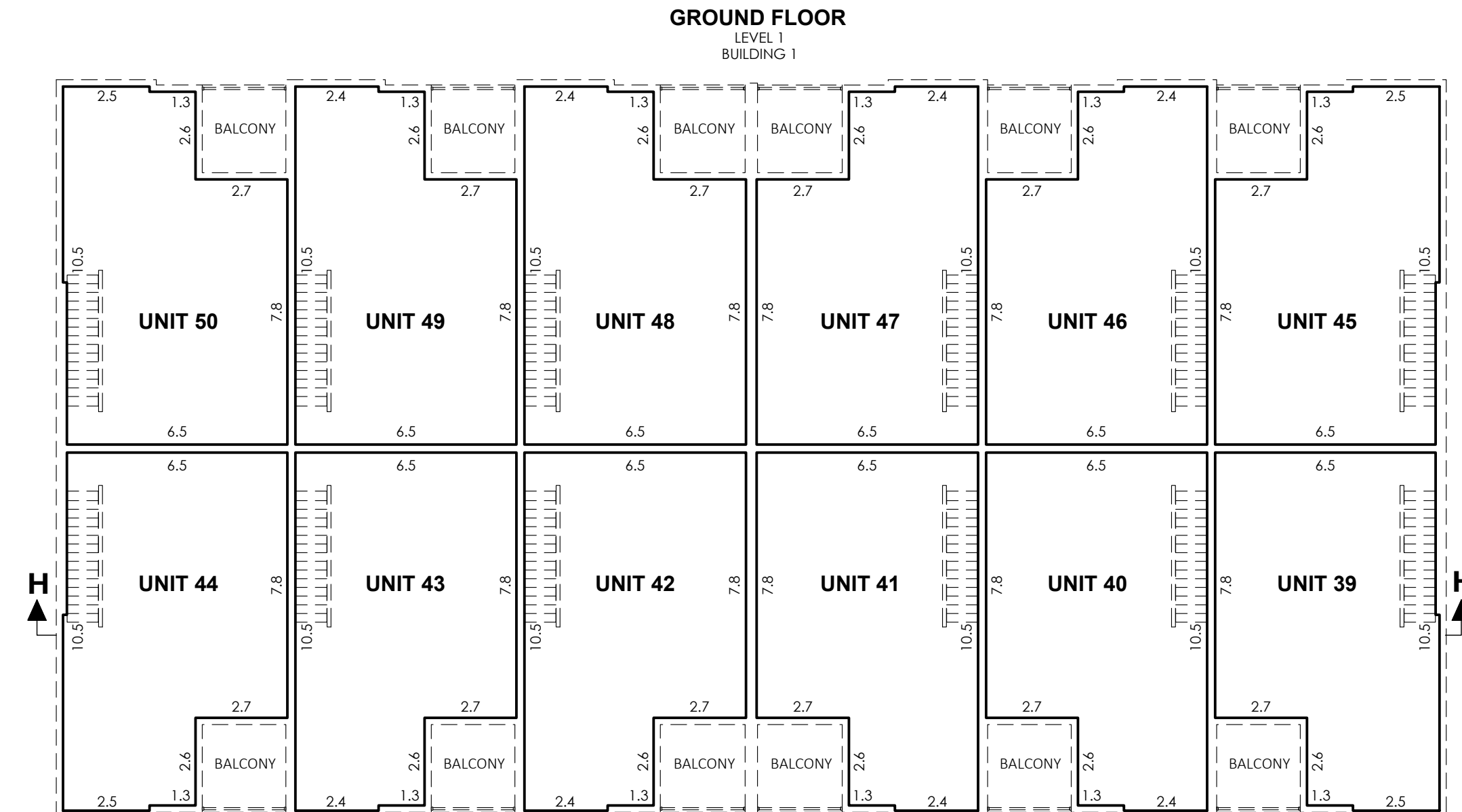
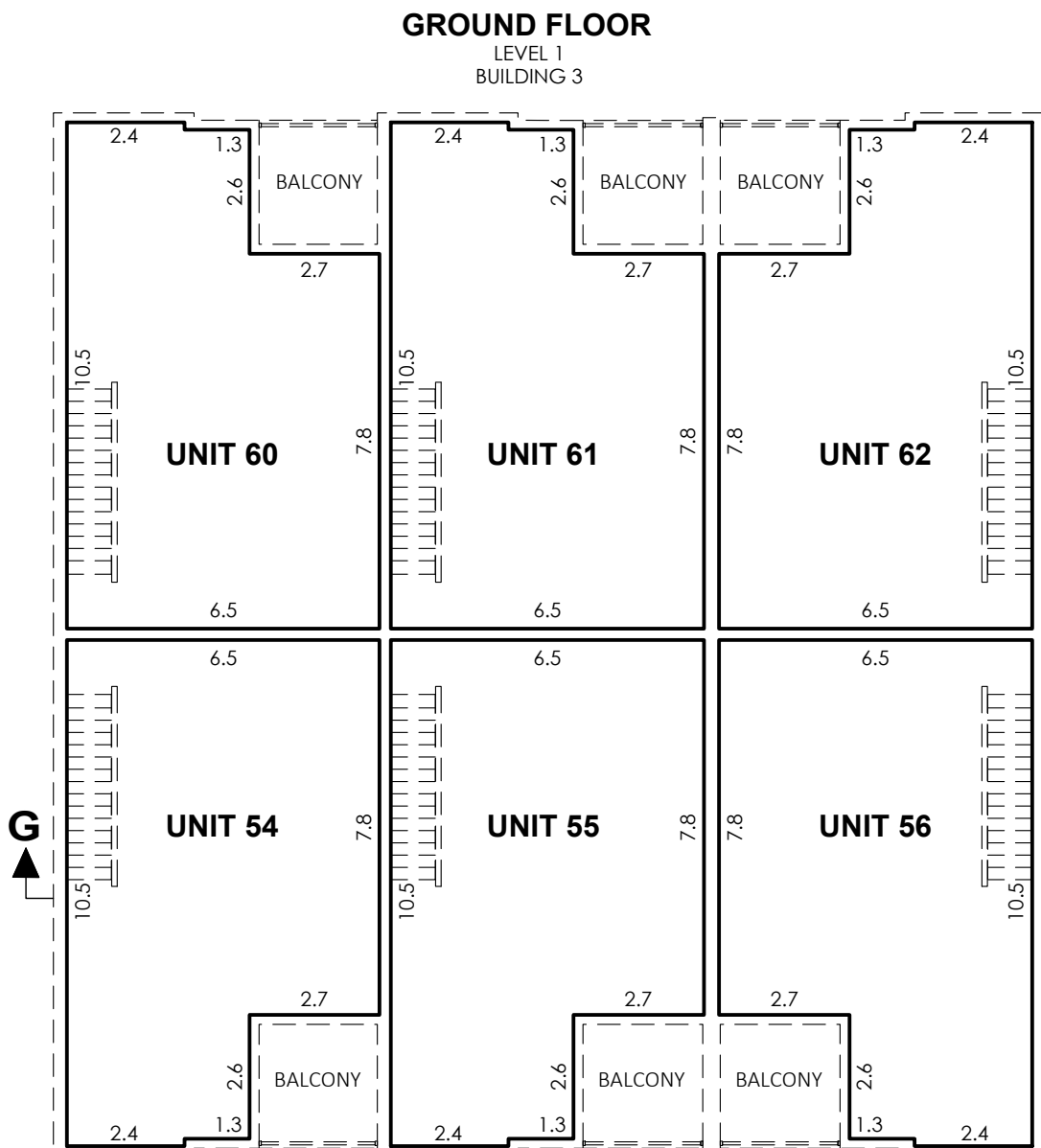
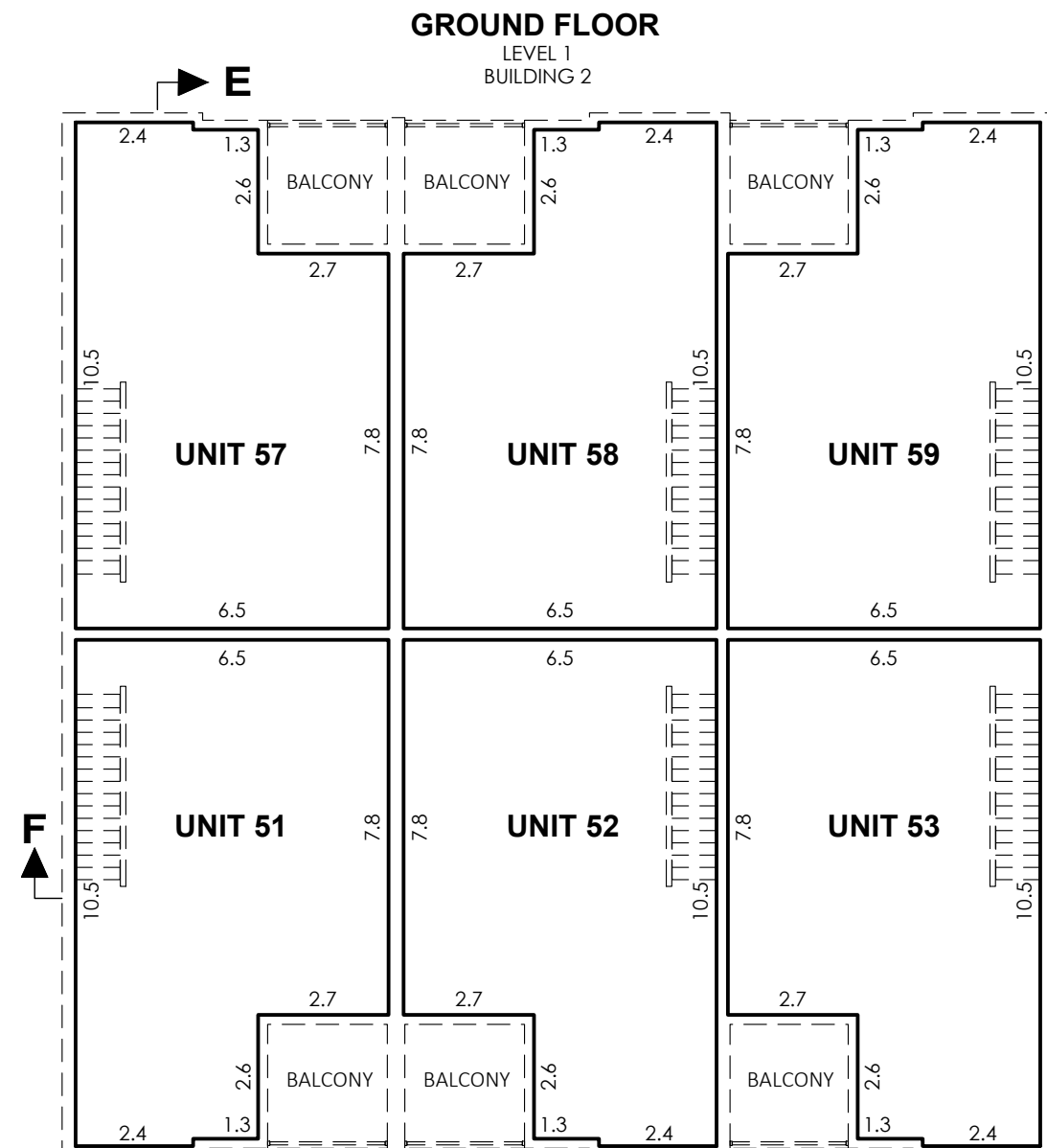
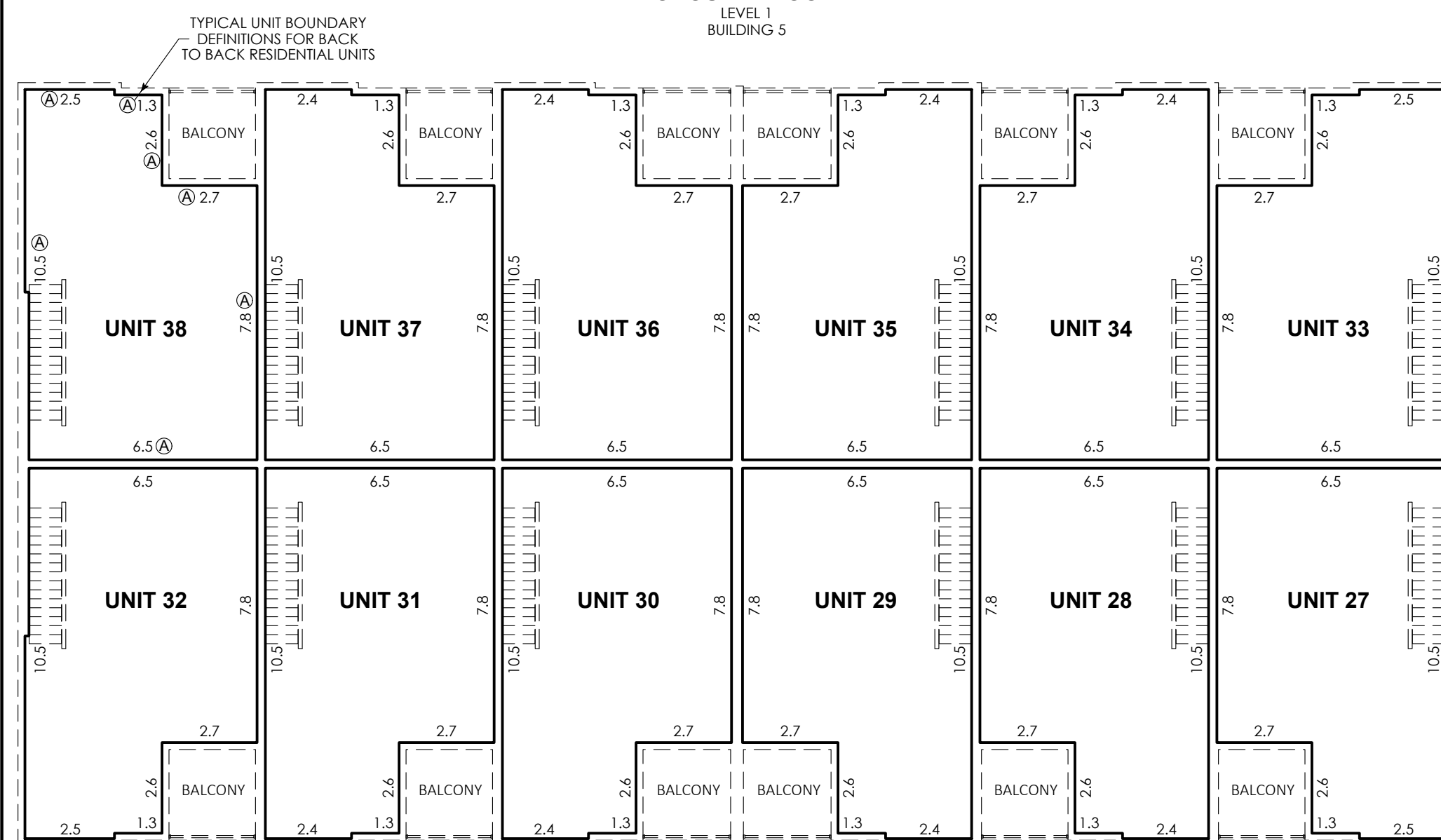
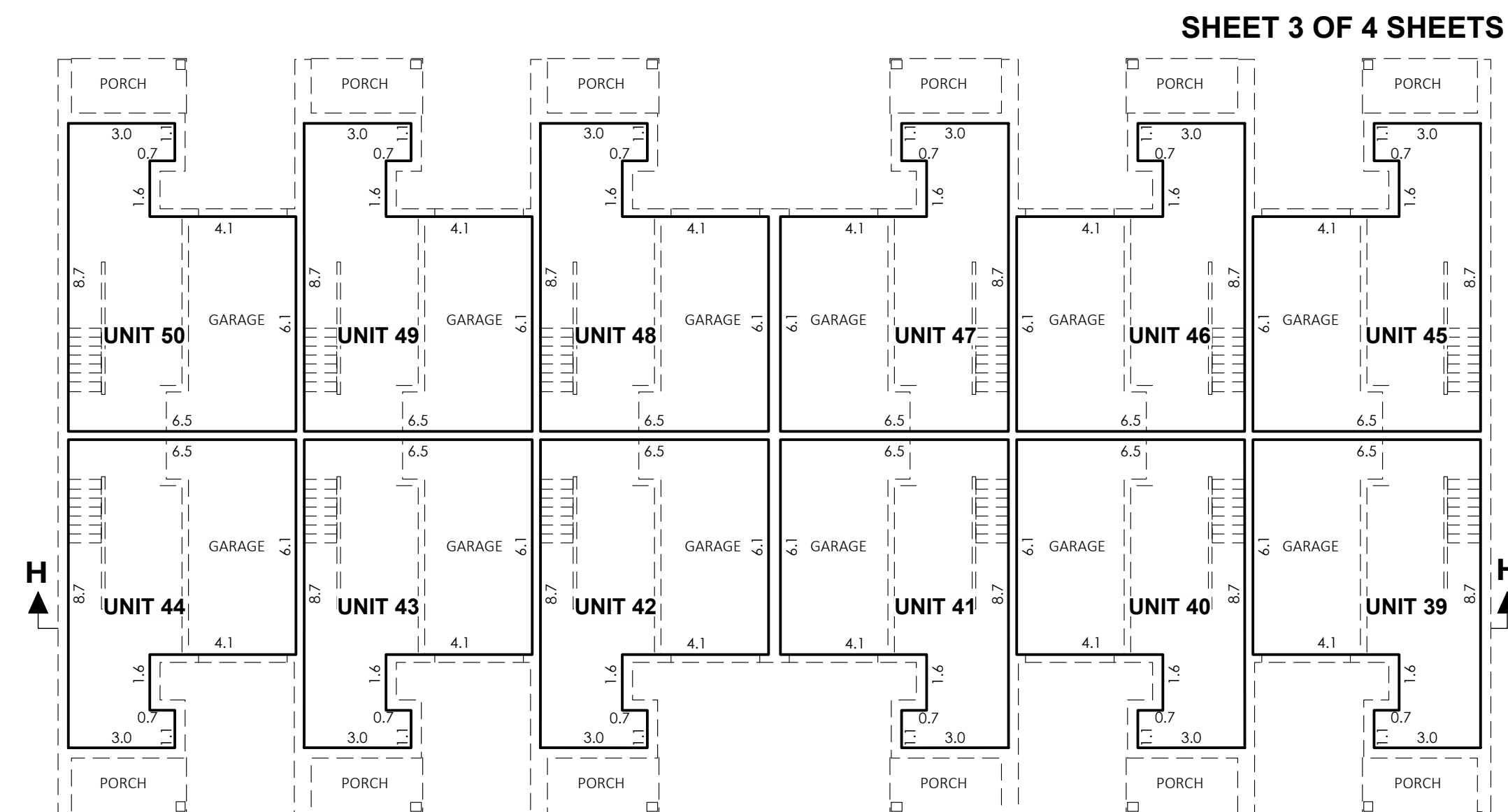
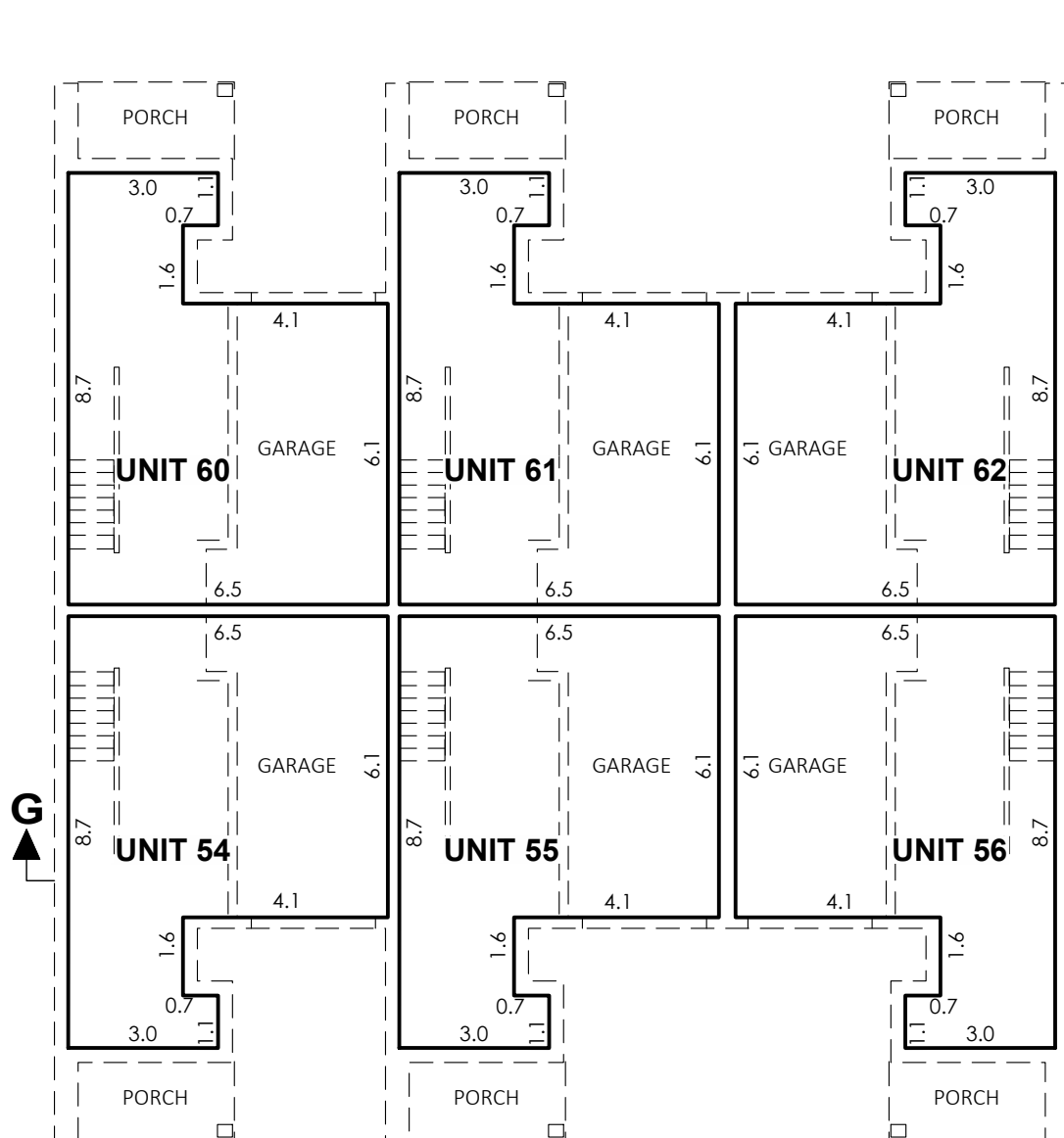
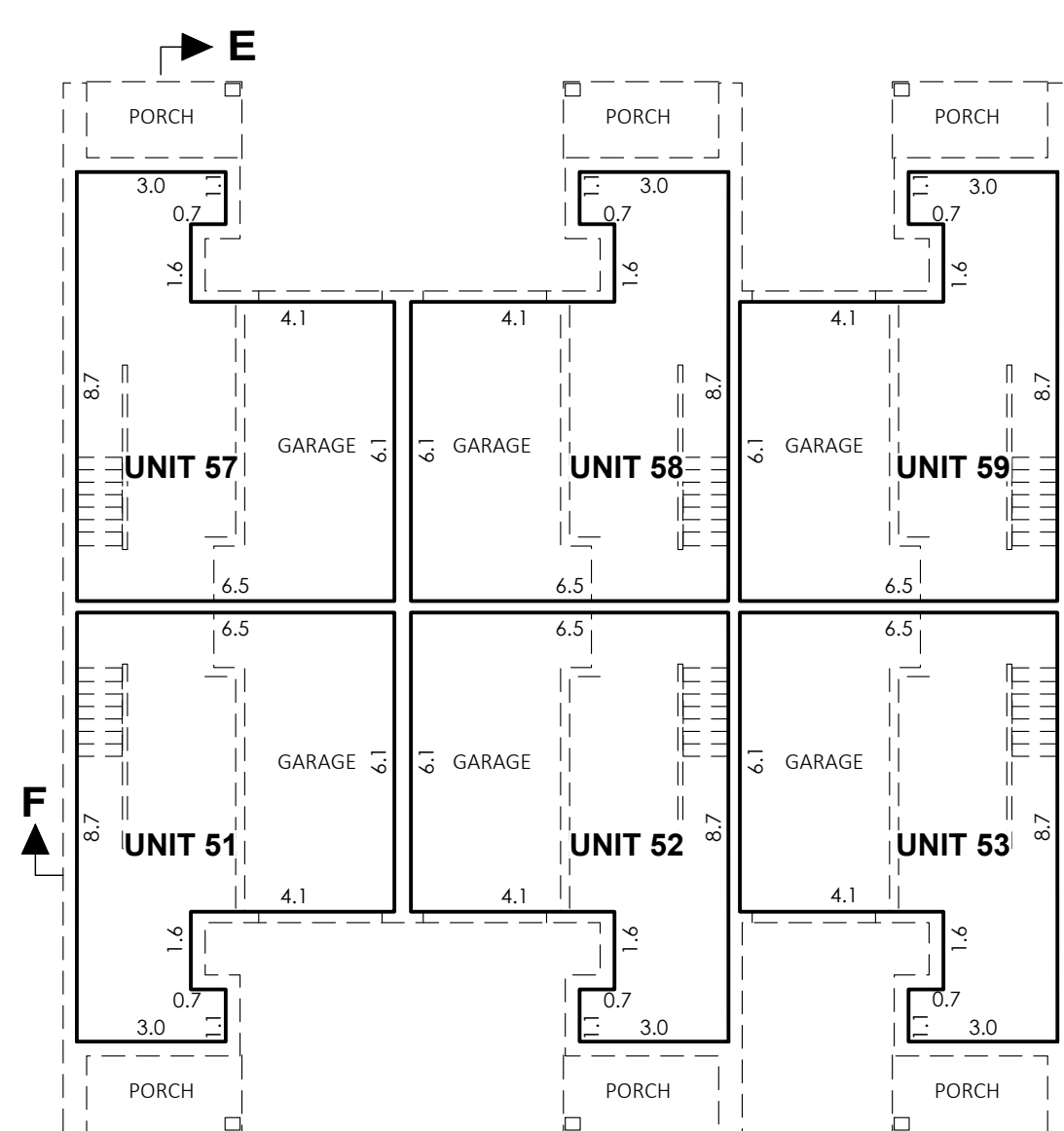
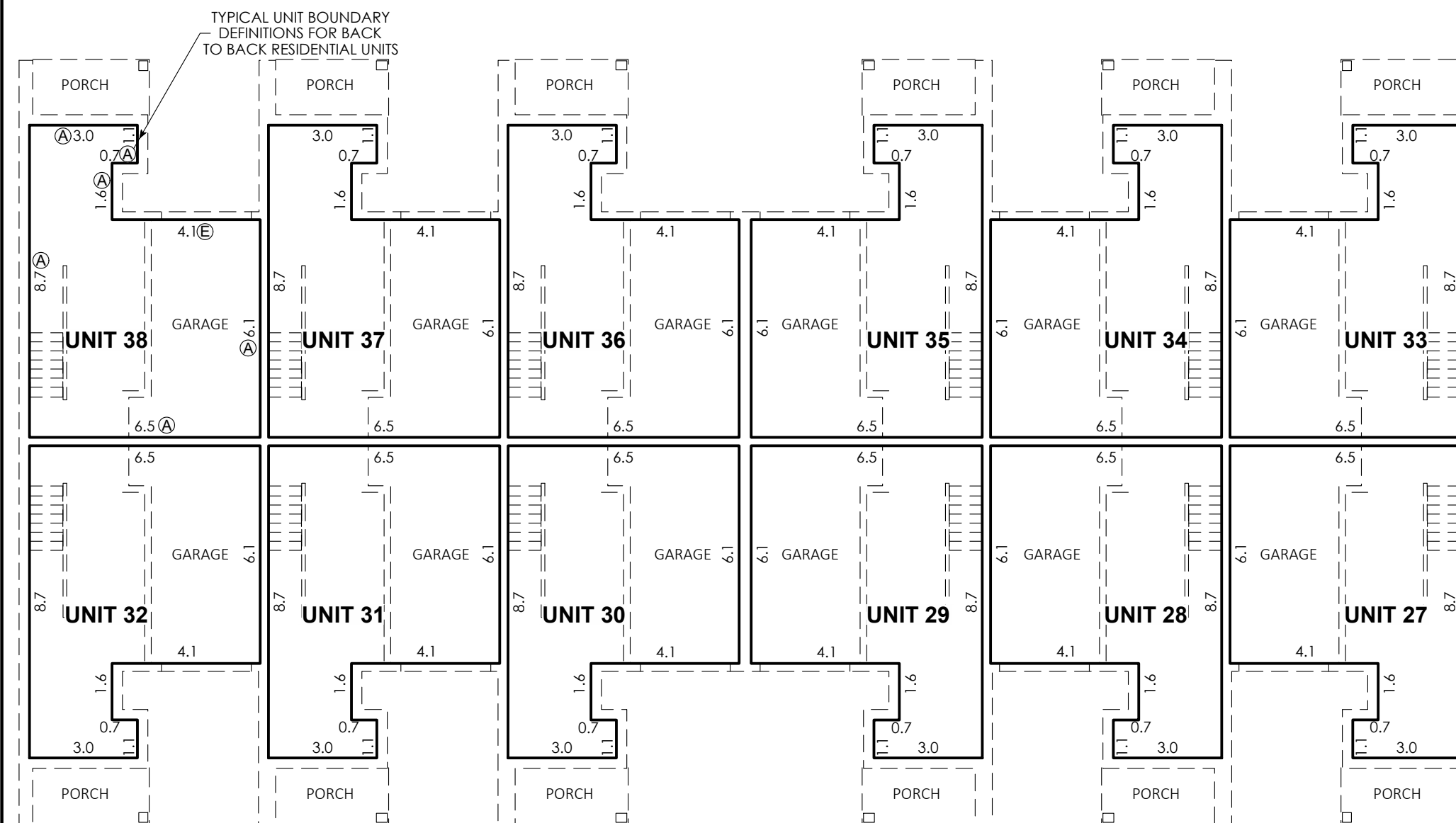
EXCLUSIVE USE DEFINITIONS

- (1) FACE OF EXTERIOR WALL AND PROJECTIONS THEREOF
- (2) DIMENSIONS OUTLINED ON PLAN
- (3) PRODUCTION OF THE CENTRELINE OF WALLS BETWEEN UNITS
- (4) FINISHED SURFACE OF GRADE
- (5) THE HORIZONTAL PLANE OF THE UNDERSIDE OF THE ALUMINUM FASCIA BOARD/ SOFFIT AND PROJECTIONS THEREOF
- (6) THE VERTICAL PLANE OF THE OUTWARD FACE OF THE ALUMINUM FASCIA BOARD AND PROJECTIONS THEREOF
- (7) EDGE OF CONCRETE CURB AND PROJECTIONS THEREOF
- (8) THE UNDERSIDE OF THE BALCONY

NOTES:

IN THE VICINITY OF THE EXTERIOR DOORS AND WINDOWS, THE UNIT BOUNDARY IS THE UNFINISHED UNIT SIDE SURFACE OF EXTERIOR DOOR, DOOR FRAME, AND WINDOW FRAME AND THE UNIT SIDE SURFACE OF ALL GLASS PANELS THEREIN.

STRUCTURAL WALLS/PILLARS WITHIN THE UNIT ARE COMMON ELEMENTS



UNIT BOUNDARY DEFINITIONS

MEASUREMENTS CONTROLLING THE EXTENT AND LOCATION OF THE UNITS ARE THE WALLS, FLOORS, CEILINGS AND OTHER PHYSICAL FEATURES AS MORE PARTICULARLY DESCRIBED IN SCHEDULE C OF THE DECLARATION

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- (F) THE UNFINISHED UNIT SIDE SURFACE OF PLYWOOD/WAFERBOARD SUBFLOOR

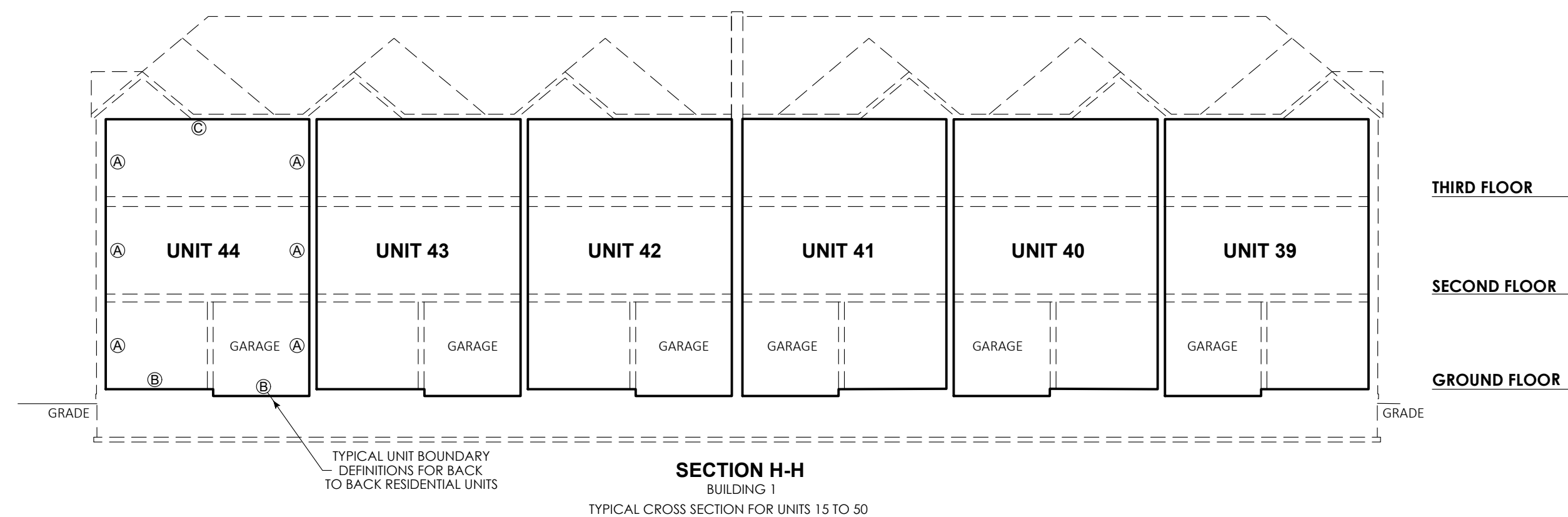
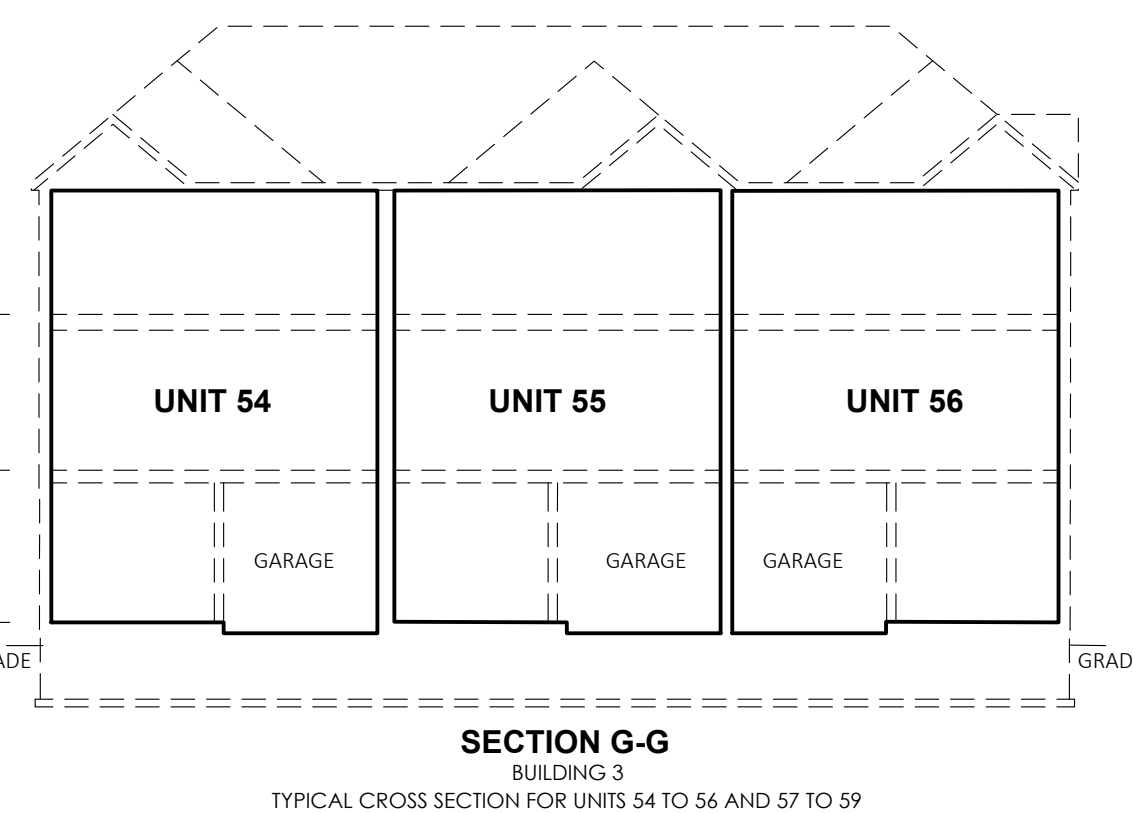
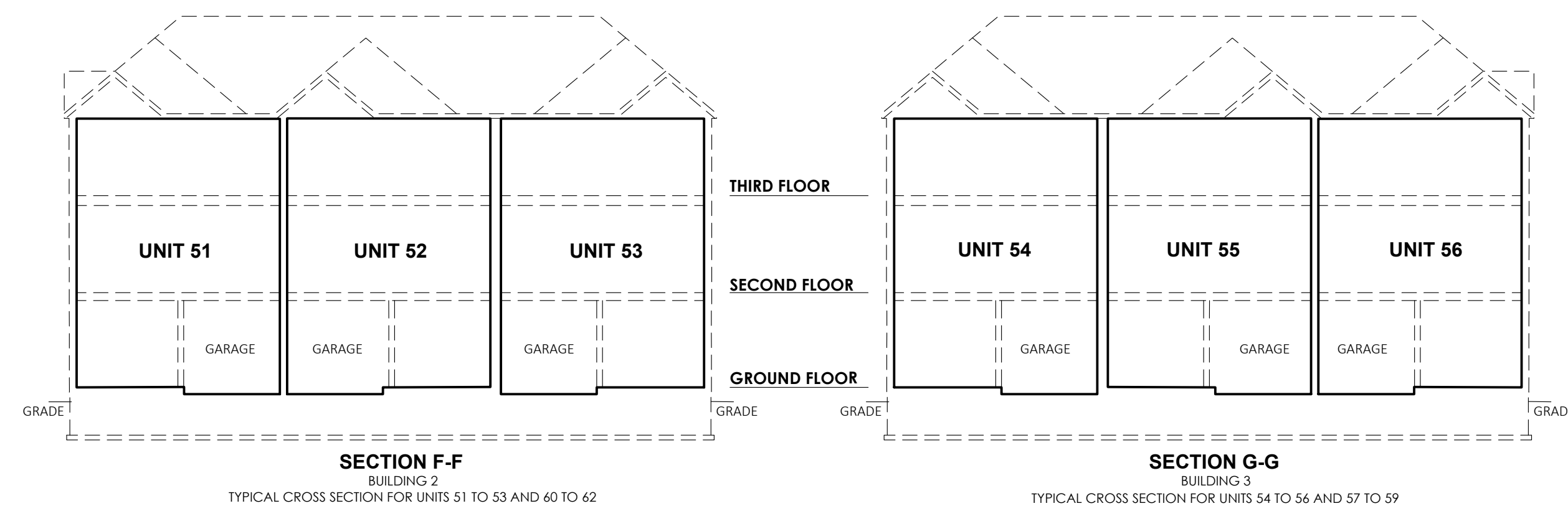
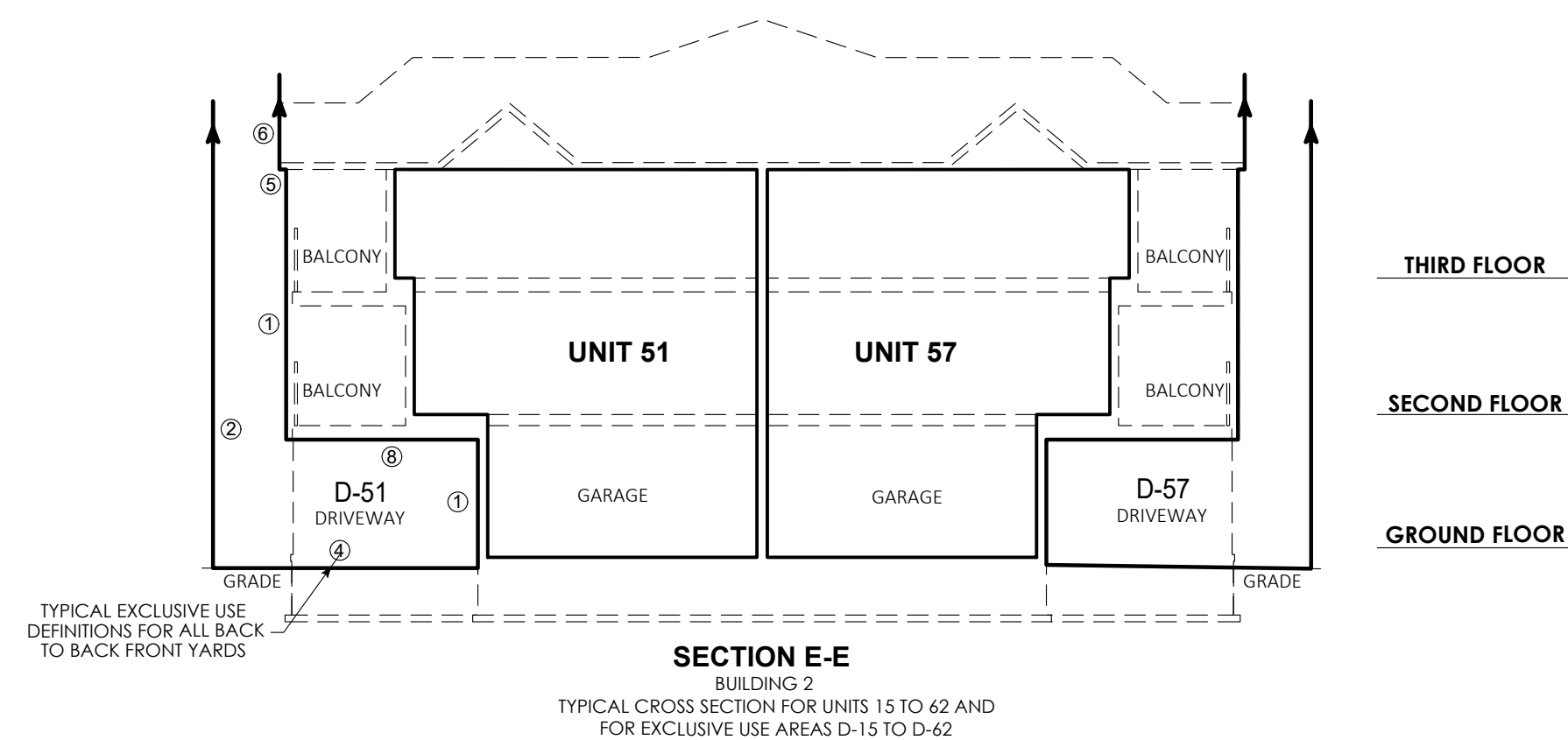
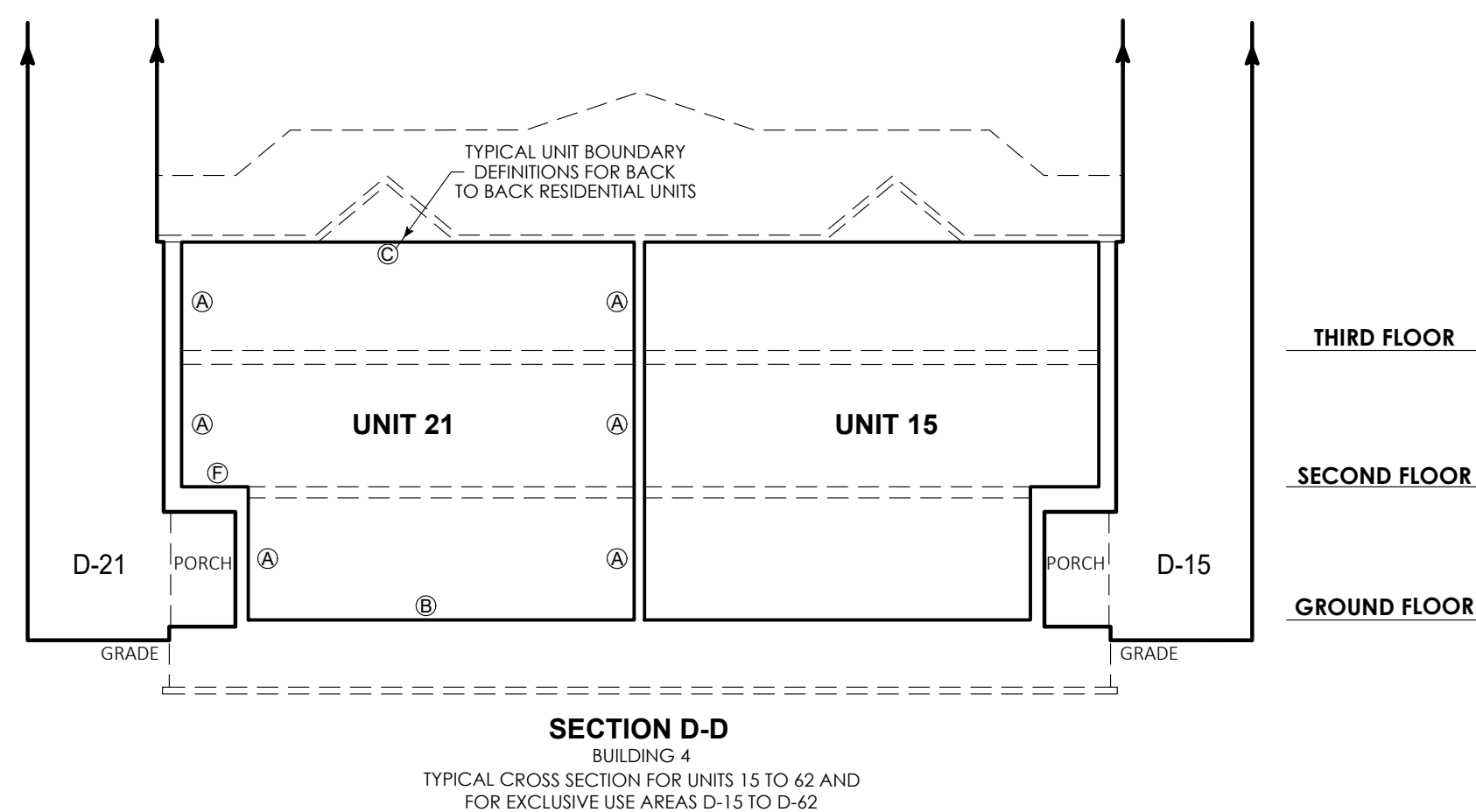
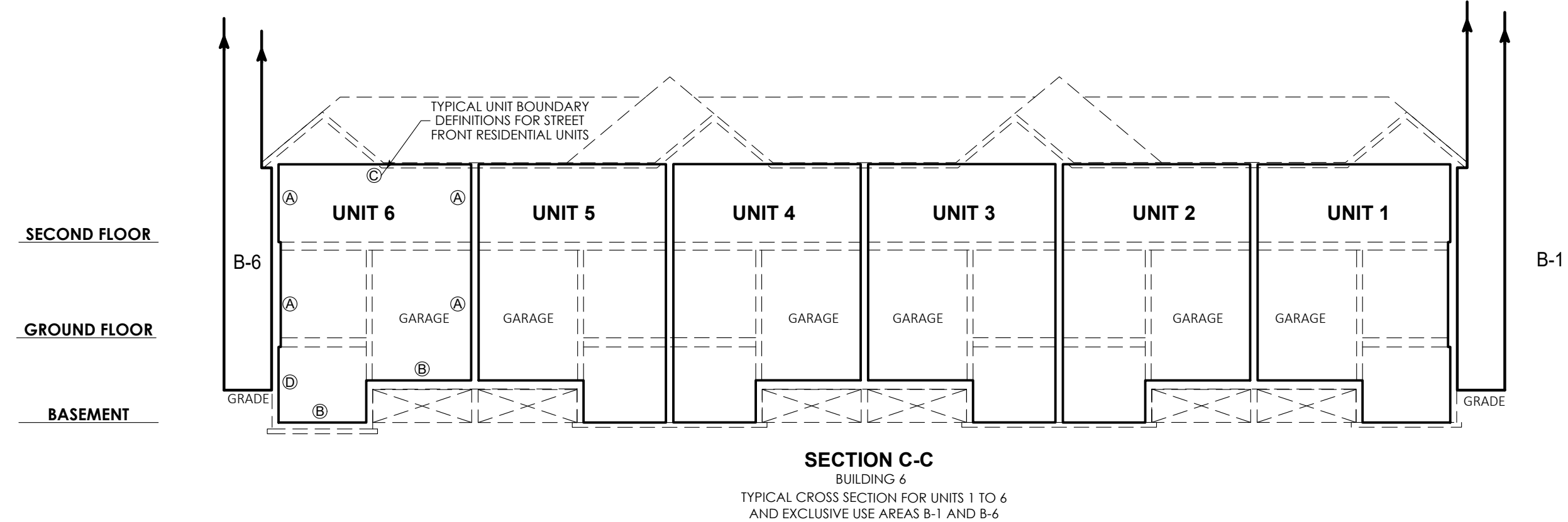
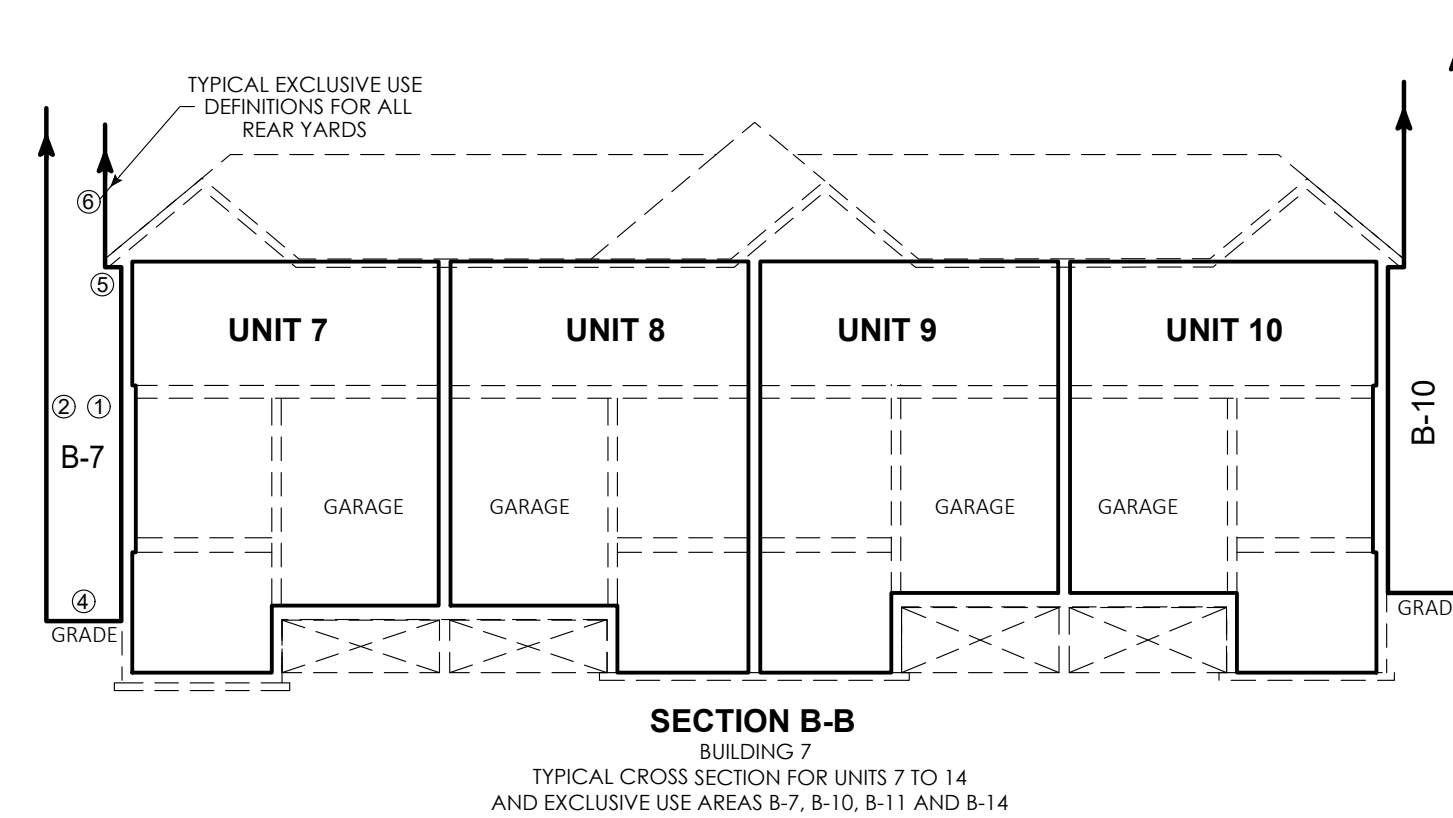
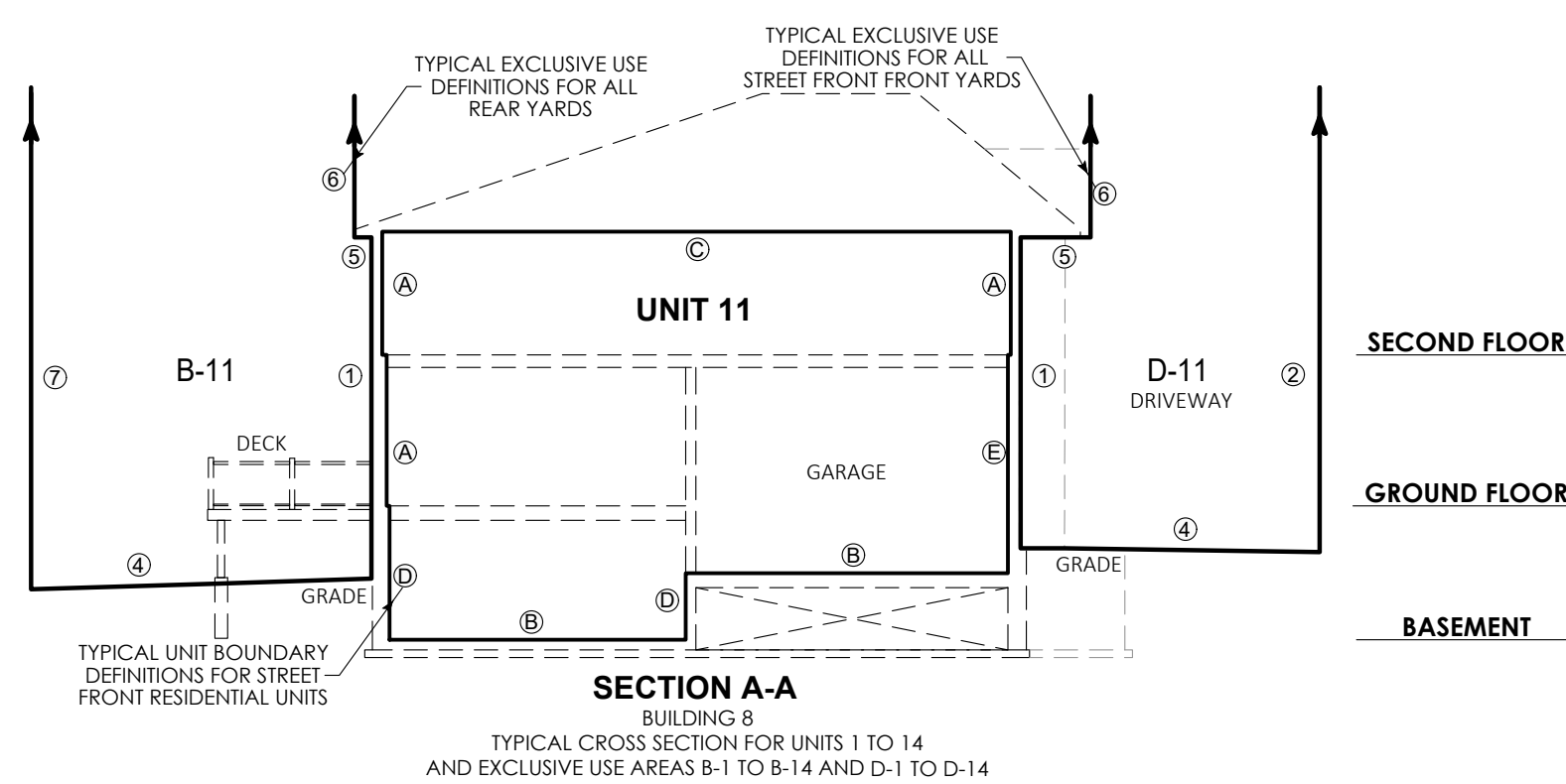
EXCLUSIVE USE DEFINITIONS

- ① FACE OF EXTERIOR WALL AND PROJECTIONS THEREOF
- ② DIMENSIONS OUTLINED ON PLAN
- ③ PRODUCTION OF THE CENTRELINE OF WALLS BETWEEN UNITS
- ④ FINISHED SURFACE OF GRADE
- ⑤ THE HORIZONTAL PLANE OF THE UNDERSIDE OF THE ALUMINUM FASCIA BOARD/ SOFFIT AND PROJECTIONS THEREOF
- ⑥ THE VERTICAL PLANE OF THE OUTWARD FACE OF THE ALUMINUM FASCIA BOARD AND PROJECTIONS THEREOF
- ⑦ EDGE OF CONCRETE CURB AND PROJECTIONS THEREOF
- ⑧ THE UNDERSIDE OF THE BALCONY

NOTES:

IN THE VICINITY OF THE EXTERIOR DOORS AND WINDOWS, THE UNIT BOUNDARY IS THE UNFINISHED UNIT SIDE SURFACE OF EXTERIOR DOOR, DOOR FRAME, AND WINDOW FRAME AND THE UNIT SIDE SURFACE OF ALL GLASS PANELS THEREIN.

STRUCTURAL WALLS/PILLARS WITHIN THE UNIT ARE COMMON ELEMENTS



UNIT BOUNDARY DEFINITIONS

MEASUREMENTS CONTROLLING THE EXTENT AND LOCATION OF THE UNITS ARE THE WALLS, FLOORS, CEILINGS AND OTHER PHYSICAL FEATURES AS MORE PARTICULARLY DESCRIBED IN SCHEDULE C OF THE DECLARATION

- (A) THE UNFINISHED UNIT SIDE FACE AND PLANE AND PROJECTIONS OF THE WALL STUDS ON EXTERIOR WALLS AND WALL BETWEEN UNITS ON ALL FLOORS
- (B) THE UPPER SURFACE OF THE UNFINISHED CONCRETE SLAB FLOOR IN THE BASEMENT AND/OR GARAGE
- (C) UNFINISHED LOWER FACE AND PLANE OF ROOF JOISTS & PRODUCTION THEREOF
- (D) FACE OF UNFINISHED CONCRETE WALL/COLUMNS AND PROJECTIONS THEREOF
- (E) THE UNFINISHED UNIT SIDE SURFACE, PLANE AND PROJECTIONS OF THE GARAGE DOOR FRAME COMPONENTS AND THE UNFINISHED UNIT SIDE SURFACE, PLANE AND PROJECTIONS OF THE GARAGE DOOR IN A CLOSED POSITION AND PROJECTION THEREOF
- (F) THE UNFINISHED UNIT SIDE SURFACE OF PLYWOOD/WAFERBOARD SUBFLOOR

EXCLUSIVE USE DEFINITIONS

- (1) FACE OF EXTERIOR WALL AND PROJECTIONS THEREOF
- (2) DIMENSIONS OUTLINED ON PLAN
- (3) PRODUCTION OF THE CENTRELINE OF WALLS BETWEEN UNITS
- (4) FINISHED SURFACE OF GRADE
- (5) THE HORIZONTAL PLANE OF THE UNDERSIDE OF THE ALUMINUM FASCIA BOARD/ SOFFIT AND PROJECTIONS THEREOF
- (6) THE VERTICAL PLANE OF THE OUTWARD FACE OF THE ALUMINUM FASCIA BOARD AND PROJECTIONS THEREOF
- (7) EDGE OF CONCRETE CURB AND PROJECTIONS THEREOF
- (8) THE UNDERSIDE OF THE BALCONY

NOTES:

IN THE VICINITY OF THE EXTERIOR DOORS AND WINDOWS, THE UNIT BOUNDARY IS THE UNFINISHED UNIT SIDE SURFACE OF EXTERIOR DOOR, DOOR FRAME, AND WINDOW FRAME AND THE UNIT SIDE SURFACE OF ALL GLASS PANELS THEREIN.

STRUCTURAL WALLS/PILLARS WITHIN THE UNIT ARE COMMON ELEMENTS

Draft Plan of Condominium Conditions

The Region has **no objection** to draft approval of Standard Plan of Condominium 30CDM-25601, subject to the inclusion of the following conditions of Draft Approval set out below:

- 1) THAT the Owner/Developer agrees to phase/stage development of this condominium in a manner satisfactory to the Commissioner of Planning, Development and Legislative Services and the Township of Wilmot, including any easements or other requirements required through staging.
- 2) THAT prior to final approval, the Owner/Developer shall include provisions within the Condominium Declaration, to the satisfaction of the Region of Waterloo, to implement the accepted Salt Management Plan:
 - a. *The Condominium Corporation and Unit Owners shall comply with the recommendations of the accepted Salt Management Plan pertaining to snow storage and salt application (prepared by MTE Consultants Inc, on November 29, 2021, updated July 9, 2025).*
- 3) THAT prior to final approval, the Owner/Developer shall include provisions within the Condominium Declaration, to the satisfaction of the Region of Waterloo, to implement a geothermal prohibition for the development:
 - a. *The use of vertical closed-loop and vertical open-loop geothermal energy systems within the property is prohibited.*
- 4) THAT prior to final approval, the Owner/Developer shall confirm with the Region of Waterloo if the proposed development is eligible for municipal waste management services. If the site is not eligible for municipal waste management the Owner/Developer shall include provisions within the Condominium Declaration, to the satisfaction of the Region of Waterloo, to advise all purchasers of residential units and/or renters of same:
 - a. *Waste Management services are not provided by the Regional Municipality of Waterloo. The condominium corporation is responsible for the delivery of waste management services to this location.*
- 5) THAT prior to final approval, the Owner/Developer shall provide funds to the Regional Municipality of Waterloo for the construction of one transit pad (\$5,400 subject to adjustment for current pricing) for future Grand River Transit Services to the satisfaction of the Region of Waterloo
- 6) THAT prior to final approval, the final draft of the Condominium Declaration be forwarded to the Commissioner of Planning, Development and Legislative Services at the Regional Municipality of Waterloo.



DEVELOPMENT SERVICES *Staff Report*

REPORT NO:	DS-2025-09
TO:	Committee of the Whole on October 6, 2025
SUBMITTED BY:	Harold O’Krafka, MCIP RPP PLE Director of Development Services
PREPARED BY:	Andrew Martin, MCIP RPP Manager of Planning and Economic Development
REVIEWED BY:	Jeff Willmer, Chief Administrative Officer
DATE:	September 24, 2025
SUBJECT:	Official Plan Amendment Application 01/24, Draft Plan of Subdivision Application 30T-24601, Zone Change Application 02/24, Nafziger Road, New Hamburg

RECOMMENDATION:

THAT Council approve Official Plan Amendment No. 14 applied to lands described as Part of Lot 19, Concession South of Snyder’s Road as set out in “Attachment A” to Report DS 2025-09; and,

THAT Council approve Zone Change Application 02/24 affecting Part Lot 19, Concession South of Snyder’s Road as set out in the draft by-law included as “Attachment B” to Report DS 2025-09; and,

THAT Council, pursuant to Section 51(31) of the Planning Act R.S.O. 1990, C. P. 13, as amended, grant approval to Draft Plan of Subdivision 30T-24601, subject to the conditions included as “Attachment C” to Report DS 2025-09; and,

THAT Lots 155-158, Lots 175-179, Blocks 233-234, and Blocks 240-241 are assigned a partial Class 4 designation to allow a 5 dBA excess of the Class 2 sound level limits prescribed by NPC-300 as set out in Condition 52 of the conditions of draft approval included as “Attachment C” to Report DS 2025-09; and,

THAT the Director of Development Services, or delegate, be authorized to approve the draft plan and subsequent minor modifications to the draft plan, and to execute all necessary plans and documents required to register the subdivision plan and/or phases of the subdivision plan; and,

THAT upon registration of the subdivision, or any phases thereof, the Director of Development Services, or delegate, shall provide a report to Council summarizing any minor modifications made to the draft plan prior to the registration of the plan.

SUMMARY:

The Township of Wilmot is in receipt of an Official Plan Amendment Application, an application for Draft Plan of Subdivision and an application for changes to the Township Zoning By-law. The lands to which these applications apply are presently undeveloped and located on the east side of New Hamburg, south of Waterloo Street and west of Nafziger Road. The lands are designated Township Urban Area and Employment Area within the Regional Official Plan, Prime Agricultural in the Township Official Plan, and are presently zoned Zone 1 (Agricultural) within the Township Zoning By-law 83-38, as amended.

Official plan amendment application 01/24 proposes amendments to the Township's Official Plans being the Township Official Plan and the Regional Official Plan (as it applies to lands within the Township of Wilmot) that became the responsibility of the Township as of January 1, 2025. The amendment proposes to:

- a) apply specific Urban Area and Community Mixed-Use designations to the development and change the designation of the lands identified as Employment Area to Township Urban Area to facilitate a mix of commercial and light industrial uses, and
- b) align policies within the two Official Plans requiring that a minimum of 30% of the residential units be in the forms other than single and semi-detached dwelling.

Draft plan of subdivision application 30T-24601, is comprised of approximately 43.07ha and includes approximately 667 residential units in the form of single detached dwellings, townhomes and other multiple residential buildings. Three commercial/light industrial development blocks are proposed for the lands between the CN railway and the Ivan Gingerich Drain. The plan includes storm water management areas, parkland, and an integrated trail network that will be interconnected with existing and future sidewalks, trails and walkways.

Zone change application 02/24 proposes amendments to the zoning by-law to implement the draft plan of subdivision. Residential lands north of the Ivan Gingerich Drain are proposed to be zoned to permit single detached dwellings, street fronting townhomes or cluster townhomes, other multiple residential buildings, and accessory uses along with site specific regulations respecting lot size, setbacks, building location and height. The commercial/light industrial lands south of the Ivan Gingerich Drain are proposed to be zoned to permit a range of commercial uses to serve existing and future residents as well as to provide future employment opportunities.

The stormwater management blocks and parks would be zoned as open space.

This report recommends approval of Official Plan Amendment 14, Zone Change Application 02/24 and Draft Plan of Subdivision 30T-24601. The proposed policy and designations contained in the Official Plan Amendment, the regulations to be established by the Zone Change, together with the recommended conditions of draft approval, facilitate the logical and orderly development of lands already designated for development in New Hamburg

BACKGROUND:

A Public Meeting was held on April 7, 2025. Notice that these applications would be returning to Council for consideration of a recommendation was provided on September 16, 2025.

The following is a summary of comments received through circulation of the application. No new comments were received based on the revised plan considered by this report.

Public (complete comments and minutes of the public meeting are included as Attachment D)

Barry Wolfe, Foxboro Green, made a presentation at the Public Meeting, followed by a written submission providing commentary on housing types, servicing, transportation and infrastructure considerations for the development along with a number of specific development related questions.

Kevin Thomason, Grand River Environmental Network, providing comments and suggestions regarding parking, traffic analysis, and the proximity to Nachurs Alpine.

Tyler Struyk, Baden, expressing concerns with traffic and comments on the traffic impact study.

Agencies

CN – providing standard requirements for buffering and setbacks related to protection of the railway.

Canada Post – requesting draft approval conditions relative to the provisioning for community mailbox locations and standards.

Hydro One – indicating no comments or concerns.

WRDSB – providing standard school board related development conditions (accommodation, education development charges, school signage, and student transportation).

GRCA – indicating that previous concerns related to hydraulic analysis and flood plain implications related to the Ivan Gingerich Drain had been addressed with any remaining technical aspects to be finalized through detailed design.

Enova Power Corp – no concerns.

Bell – requesting standard draft plan approval conditions related to provision of services to the development.

Enbridge – requesting standard draft plan approval conditions.

Region of Waterloo – no outstanding concerns and providing requested draft approval conditions.

REPORT:

The lands subject to these applications were added to the Township Urban Area in part through the Provincial approval of Regional Plan Amendment No. 6 and in their entirety through Bill 162.

As a result of Bill 23, the responsibility for the Regional Official Plan (as it applies to lands within the Township of Wilmot) was transferred to the Township of Wilmot as of January 1, 2025. The Township at present effectively has two official plans.

Official Plan Amendment

Official plan amendment application 01/24 proposes two changes to the Regional Official Plan.

Firstly, lands currently identified as Employment Area north of the CN railway and south of the Ivan Gingerich Drain are proposed to be changed from Employment Area to Township Urban Area. The change is proposed to allow for flexibility of land uses including commercial uses not presently permitted within employment area policies introduced within the 2024 Provincial Planning Statement following initial filing of the subject applications. The Provincial Planning Statement includes a policy framework to remove lands from an identified Employment Area when their designation as such does not align with the planned function of an area and does not impact the viability of an employment area. The intent of the amendment is to emphasize that the area is a transitioning land use area between the existing Nachurs Alpine operations south of the CN railway and planned residential development north of the Ivan Gingerich drain providing for a range of uses to serve current and future residents.

Secondly, the application proposes an amendment to align policies within the two Official Plans with respect to the percentage of specific residential unit types permitted within the development. The amendment would adopt current policies of the Township Official Plan requiring that a minimum of 30% of the residential units to be in the forms other than single and semi-detached dwellings, such as street fronting or single unit condominium townhomes, stacked and/or back-to-back townhomes, and other multiple or apartment dwellings. The current Regional Official Plan requires a minimum of 30% of residential units to be in a form other than single detached dwellings and semi-detached dwellings, but also includes street fronting or single unit condominium townhomes as part of that category.

The Township Official Plan Amendment proposes to include the entirety of the Cachet lands within the New Hamburg Urban Area consistent with the Regional Official Plan. The amendment then applies the Urban Area specific designation of Urban Residential to all lands proposed strictly for residential uses north of the Ivan Gingerich Drain.

The Township Official Plan presently has two commercial designations that apply to the Urban Area. The Urban Core in New Hamburg applies to the traditional downtown as well as the commercial node on Waterloo Street. The Highway Commercial designation applies to commercial areas specifically fronting on Highway 7/8 which are presently the Expressway Ford and No Frills block as well as the Newburg Inn. There are presently no designations in the Official Plan that apply to mixed use areas outside of the established core areas or along the highway.

As such, the amendment proposes to introduce a new designation of Community Mixed Use Area to the Official Plan. This designation reflects the need to establish additional opportunities for neighbourhood commercial uses along with employment opportunities that are complementary with sensitive land uses, but close to housing. This new designation provides this opportunity allowing for a range of commercial, multiple residential, and light industrial uses that are then ultimately applied through appropriate zoning. This designation would apply to the mixed-use block north of the Ivan Gingerich Drain as well as all lands south of the drain. As the zoning establishes the specific uses, when deemed non-compatible residential uses are excluded which is the case with the blocks south of the drain as detailed in the zone change application paragraph below. The proposed Official Plan Amendment is included as Attachment A.

Zone Change Application

Zone change application 02/24 proposes amendments to the zoning by-law to implement the official plan amendment and ultimately the draft plan of subdivision.

Residential lands north of the Ivan Gingerich Drain are proposed to be zoned to permit single detached dwellings, street fronting townhomes or cluster townhomes. The block identified as a multiple residential building, is proposed to be zoned to allow a mixture of multiple residential and/or commercial uses reflecting the need for flexibility based on market demand. The zoning includes site specific regulations, consistent with other recently approved developments in Baden and New Hamburg with respect to lot sizes, building setbacks, lot coverage and building height.

One area of change to proposed by this application that differs from recent approvals is the proposal to reduce the minimum side yard setback of single detached and townhouse dwellings from 1.2m to 0.6m. As proposed, the setback could be reduced to 0.6m when abutting a yard with a minimum setback of 1.2m. Township staff had initially highlighted concerns with this proposal given the limited future ability to maintain the side of the building with ownership of only 0.6m beside the home. In reviewing other municipal regulations, this side yard reduction is prevalent. Some municipalities simply identify the reduced setback while others have introduced the provision for an access easement over the abutting property's side yard. Township staff would suggest that the access easement is imperative to ensure legal access is available for long term maintenance needs as opposed to relying on neighbourly goodwill if no such provision is included.

In reviewing development concepts with the applicant, the reduced side yard setback had the benefit of allowing a slightly wider garage on smaller lot frontages which in turn allows the width of the driveway to be widened to accommodate two cars. Given the need to secure adequate parking and recognizing that the parking space in a garage is often not used for its intended purpose, providing two side-by-side parking spaces in a driveway is of significant benefit and provides for more flexibility in house designs as opposed to other options such as increased driveway depths. The proposed zoning allows consideration of both wider driveways based on reduced side yard setbacks or a provision for longer driveways to accommodate two tandem spaces. As worded, the zoning would only allow for a 0.6m setback when abutting a 1.2m side

yard secured with an access easement in favour of the property with the 0.6m setback. While access easements do not negate future neighbour disagreements, they do provide the legal framework to ensure proper access can be achieved if needed in the future. Given the added benefits of increased off-street parking, staff are not opposed to the requested zoning.

The lands south of the Ivan Gingerich Drain are proposed to be zoned to permit a range of commercial and light industrial uses to serve existing and future residents as well as to provide future employment opportunities. Residential uses are not permitted within the zoning. Specific regulations are included to secure building heights that, once constructed, will serve as a noise attenuation buffer to residential or other more sensitive land uses north of the Ivan Gingerich Drain. Building heights and noise attenuation considerations are discussed further under the paragraph heading Land Use Compatibility.

The stormwater management blocks and parks are proposed to be zoned as open space. The zoning categories and regulations are set out in the draft amending by-law included as Attachment B.

Draft Plan of Subdivision Application

Draft plan of subdivision application 30T-24601, is comprised of approximately 43.07ha and includes approximately 667 residential units in the form of single detached dwellings, townhomes and other multiple residential buildings. Three commercial/light industrial development blocks are proposed for the lands between the CN railway and the Ivan Gingerich Drain. The plan includes storm water management areas, two parks and an integrated trail network that will be interconnected with existing and future sidewalks, trails and walkways.

Housing forms, densities, and affordability

Policy 4.2 of the Township Official Plan speaks specifically to the need to provide a full range and mix of housing types, tenures and densities in all designations where residential land uses are permitted. The policy stipulates that in new developments on lands of 2 hectares or more, that a minimum of 30% of housing be in a form other than single and semi-detached dwellings. The policy further speaks to the need to address housing affordability in both ownership and rental.

The current Regional Official Plan requires that a minimum of 30% of housing be in a form other than single detached, semi-detached and townhouse dwellings. In the proposed development only 7.5% of the units would meet this criterion. This policy, as presently exists, would require that based on a total of 667 units within the development, what is presently proposed as 50 multiple residential units would need to be increased to 200 units.

As noted earlier, the proposed official plan amendment would revert this policy to pre-Regional Plan Amendment Number 6 language which allows townhome units to be part of the increased density provisions that the policy encourages. This development then achieves approximately 68% of units in a form other than singles and semi-detached dwellings which assists with

achieving a mix of housing forms and affordability, while maintaining a housing mix more appropriate for a smaller, but growing rural community like Wilmot.

The proposed development includes 212 single detached dwellings, 405 townhome units, and a mixed-use block that could accommodate approximately 50 units. The current concept identifies a six-storey building, but other options such as cluster townhomes or a mixed-use commercial/residential building would be permitted by the zoning. The zoning purposely provides flexibility for ultimate development of the site based on market demands at the time of proposed construction. The provision for six-storey buildings is consistent within the other recently-approved developments in Baden and New Hamburg. The concept plan (Attachment E) illustrates the developer's vision for the development, and the tables provided on the draft plan (Attachment F) identify the unit numbers and potential unit types within each block.

Township OP policy sets out that greenfield development will achieve an average minimum density of 45 people and jobs per hectare. This plan represents a density of 64.5 people and jobs/hectare which is in keeping with the intent that the average across all greenfield development in the Township meet or exceed the densities established by the OP.

Providing a range of housing forms inherently provides a varying degree of affordability. The applicant proposes to further address affordability policies of the OP by contributing to the proposed LYNC project downtown New Hamburg. Should those plans change, the proposed draft approval conditions include three options to address affordability consistent with what has been adopted in other recent draft approvals in Baden and New Hamburg. These options are to either construct affordable units within the development, contribute towards an affordable housing development elsewhere in the Township, or contribute \$500/dwelling unit within the plan to an affordable housing fund maintained by the Township of Wilmot.

Land use compatibility

In support of the development application, a noise and land use compatibility study was prepared and subsequently peer-reviewed by a Township-retained third party consultant.

Some public comments received and conversations that have occurred stem from incorrect assumptions of Nachurs Alpine's operations, and the products that are used/stored on the property. References to blast radius and comparisons drawn to chemical plants are not reflective of the actual operation, which is an agricultural fertilizer producer and does not include the use or storage of explosive products.

The primary consideration related to Nachurs Alpine and land use compatibility is stationary noise as outlined in the noise and land use compatibility study. The study outlines requirements relative to traffic and stationary noise.

Given residential units are oriented towards Nafziger Road with amenity areas behind the homes, noise is largely mitigated by the buildings themselves. Noise warning clauses, as is standard with any development adjacent to a Regional Road, will be included in future offers of purchase and sale/lease to advise of potential noise associated with the road. An acoustic

barrier is required at the northeast corner of the development to properly mitigate potential noise within the north-facing rear yards at that corner. Standard noise warning clauses will also be utilized to warn of the proximity to the CN railway right-of-way.

The primary remaining item relates to stationary noise. Nachurs Alpine is the only significant stationary source located within 500 metres of proposed sensitive uses.

Noise Pollution Control (NPC) 300 establishes acceptable noise levels at sensitive receptors. Noise assessment modelling was undertaken based on a worst-case scenario where Nachurs Alpine were to operate through the night and that residential units north of the Ivan Gingerich Drain were to have their windows open. Based on that worst-case scenario, the noise present at some residential units would exceed the NCP-300 Class 2 criteria by a maximum of 5dBA. In reality the operation, or noise intensive portions of the operation, are not anticipated to operate continually throughout the night. The study concludes that based on several site visits the Nachurs Alpine operations were inaudible at the proposed development site.

The subdivision development will include the non-residential lands within the first phase of registration. The study concludes that the buildings proposed south of the Ivan Gingerich Drain will provide the necessary mitigation such that noise limits at the housing would not exceed Class 2 criteria. Proposed zoning regulations include a minimum building height of 9.5m which will ensure the buildings are of a sufficient height to fulfil the anticipated mitigation requirements. Draft approval conditions require that a subsequent noise evaluation be undertaken through site plan approval to ensure that the buildings are designed and positioned such that, once complete, the noise levels at the residential units would meet Class 2 criteria.

NPC-300 provides the option of applying a Class 4 designation which would allow noise emissions to register at a level above Class 2 requirements at a sensitive receptor. In this case, as described above, exceedances of Class 2 would only occur based on a worst-case scenario and if residential units are constructed prior to the non-residential buildings. The proposed use of this classification recognizes that market demands and staging of construction may see some houses built before all of the non-residential buildings.

The Class 4 designation eliminates the need to construct a large temporary berm (8m high and 165m long) which would come at significant cost and to the detriment of accommodating development of the non-residential uses. Ultimately the designation of Class 4 is implemented through an approved ECA for the noise source. Earlier in 2025, Nachurs Alpine obtained an updated ECA for noise emissions. In speaking with the plant manager, it is not anticipated that any changes to that ECA would occur prior to the proposed development being completed. As such, the Class 4 designation may not actually be required to be implemented. Draft approval condition 52, as included in Attachment C to this report, provides for the implementation of the partial Class 4 designation as well as for rescinding the approval to apply the designation if it is not required.

In May 2025, Township staff met with the plant manager and representatives from Cachet Developments to tour the site and discuss any land use compatibility concerns. The

conversation was productive and resulted in further discussions between noise consultants working on behalf Nachurs Alpine and noise consultants working on behalf of Cachet.

Staff followed up with a phone conversation with the plant manager in September 2025 to confirm that Nachurs Alpine had all necessary information and to determine whether there were any outstanding concerns. It was confirmed that a good working relationship has been developed with Cachet and that Nachurs Alpine was not opposed to the development proposal including the partial Class 4 designation, should one be required.

The noise and land use compatibility report, its peer review, and subsequent follow up, has confirmed that the proposed development can be completed without land use compatibility concerns.

Draft approval conditions implement requirements for noise warning clauses as well as the provision for a partial Class 4 designation as an interim condition until complete buildout of the community mixed-use area south of the Ivan Gingerich Drain.

Parkland and trails

The subdivision plan includes two parks integrated within the development. Draft approval conditions include provisions for park designs and timing of completion of the parks to ensure that parklands are made available during early stages of development and undertaken in full consultation with our Community Services Department's staff. Trail interconnections are provided to fully link the homes, parklands and the trail network within the proposed development and the approved Wilmot Woods development. The development will include the introduction of trail connections linking Nafziger Road to Waterloo Street by way of lands owned by the Township along the Ivan Gingerich Drain. The proposed draft plan, with colours added to illustrate the walkways and parks and integration with the Wilmot Woods development is included as Attachment G.

Traffic, parking, and active transportation

Traffic

A traffic study and subsequent addendums were completed for the development. The study looked at the proposed connections to Nafziger Road and the ability for the road and intersections to accommodate forecasted traffic volumes.

Ultimately the report concludes that:

- the Region proceed to review intersection improvement requirements at the intersection of Waterloo Street, Snyder's Road West, and Nafziger Road
- northbound left turn lanes are required at Street D and F
- southbound right turn lanes are required at Street C
- intersection control studies are to be completed for all intersections with Nafziger Road

The report speaks to the advantages of reducing the speed limit on Nafziger Road. It is anticipated that the speed limit on Nafziger Road will be reduced to either 60km/h or 50km/h to be determined through subsequent detailed design.

The traffic study was reviewed and accepted by the Township and its third-party traffic consultant and was ultimately reviewed and approved by the Region of Waterloo as it relates to the proposed intersections with Nafziger Road.

The next step, as set out in Regional draft approval conditions, is the completion of intersection control studies to determine whether a roundabout or signalization will be required at later stages of development. Timing of the works would be determined by phasing of registration and any changes to anticipated traffic volumes.

Through the completion of the intersection control studies, final requirements for turning lanes and speed limits will be determined. Township staff will participate in those discussions and will continue to express the importance of early completion of works as well as establishing a reduced speed limit along Nafziger Road in advance of the construction of homes.

While Township staff suggest that the intersection controls should be in place during initial stages of construction, the Region of Waterloo is of the opinion that these are future warrants based on forecasted volumes. The Region is not supportive of the installation of signals or roundabout construction at the outset of the development.

Draft approval conditions include a requirement to construct curb, gutter, and a 3.0m wide multi-use trail (MUT) along the development's frontage on Nafziger Road during initial stages of development. The conditions further include that if intersection controls (signalization or roundabouts) are not installed concurrent with urbanization of Nafziger Road, that an interim pedestrian crossing is to be evaluated and installed to provide safe pedestrian access across Nafziger Road to the existing Beckdale Trail.

Parking

The recommended draft approval conditions and associated zoning account for both on-street and off-street parking within this development. Significant efforts have been made towards reviewing the needed municipal right-of-way that supports on-street parking, traffic and infrastructure. It is anticipated that the right-of-way will include travelled lanes independent from on-street parking to allow safe movement of emergency vehicles, snow clearing equipment, automobiles and shared space for cyclists. On-street parking areas may be limited to one side of the street where necessary based on the number and frequency of accesses. It is anticipated that road will include curb "bump-outs" that narrow the road, slow traffic, and break up the width of the road where on-street parking is provided. Ultimately the final right-of-way cross-section will be finalized through the detailed engineering and design review, but will incorporate the above objectives.

With respect to off-street parking, the number and location of parking spaces is regulated by the Zoning By-law. The proposed zoning provides options available to ensure that each single or street townhome has two driveway spaces in addition to a garage, whether that be tandem

or side-by-side. While an off-street parking space would be available within the garage, experience would suggest that garages are more often utilized for storage of personal items as opposed to a parking space.

The Region of Waterloo is introducing a new cart-based garbage and green bin system. Some concerns were raised regarding the space required to store the new bins. In freehold development the municipality cannot dictate where waste bins are stored. Typically garage depths exceed the space required to park a vehicle, so garages should accommodate the needs for a parked vehicle along with other storage including waste bins. That said, as discussed in the preceding paragraph, the provision for adequate parking above and beyond the garage space provides additional flexibility.

The development includes rear lane townhome units along Nafziger Road. These units will have their front doors facing Nafziger Road to build a street-oriented feel as you drive along Nafziger Road as opposed to backyards with fences. Parking for these units will be behind the homes with access granted by way of a municipal lane. Through detailed design, the lane will be designed to ensure that snow clearing operations can be achieved along with emergency vehicle access and waste management vehicles. The proposed municipal ownership width of 10m will accommodate these uses.

With respect to the apartment/mixed use development block north of the Ivan Gingerich Drain, the proposed zoning would require 1.25 parking spaces per unit which is a small reduction from the current zoning requirement of 1.5 spaces per unit and consistent with recent approvals in Baden and New Hamburg.

For potential commercial uses within this block, it is anticipated that walking or cycling to the location, shared parking spaces for both residential and commercial uses, and visits to more than one business when at the property, will reduce parking needs. As such, the proposed zoning duplicates the provisions of the downtown New Hamburg zoning wherein commercial parking requirements are 50% of the standard required for a particular use. This provision ensures that sufficient parking is provided, but recognizes that the full rate of residential and commercial parking would result in a surplus of surface parking in this location.

Active transportation

Included as Attachment C is an illustration of the trail and active transportation linkages within the development and to planned networks in abutting neighbourhoods. A boulevard MUT will be installed along the west side of Nafziger Road as well as through the development along the Ivan Gingerich Drain. Pathways are provided connecting streets and parks throughout the development. The Ivan Gingerich drain MUT will ultimately extend to Waterloo Street as part of the approved Wilmot Woods development, providing a link to existing and planned trails connecting to the New Hamburg urban area and the Wilmot Recreation Complex.

Infrastructure and staging

The development is proposed to be serviced by way of a sanitary sewer connection through the Wilmot Woods development. Draft approval conditions within that development require the

road and sanitary sewer connection leading to the subject lands to be constructed within the first phase of development. Costs of servicing are borne by the developer.

Similarly, draft approval conditions for this development include requirements that the streets and infrastructure south of the Ivan Gingerich Drain be constructed in the first phase of development. This will secure the future opportunity for lands on the east side of Nafziger Road to have a sanitary sewer outlet should future development be approved at a later date.

While it is anticipated that there remains sufficient capacity in the Baden-New Hamburg Wastewater Treatment Facility to service the entire development, ultimately capacity will be reserved through a servicing agreement with the Region of Waterloo. The Region of Waterloo, in consultation with the Township, reviews the appropriateness of requests at the time an application is made for a servicing agreement and also the future continued commitment to capacity should a development not proceed within the timelines anticipated. Draft approval conditions of the Region of Waterloo reflect this servicing capacity framework.

Public comments and concerns

Public comments and minutes of the public meeting are included as Attachment H. The comments, questions, and concerns raised in these submissions have been addressed through the preceding detailed paragraphs organized by themes that align with the comments received. Comments are further addressed through accompanying zoning regulations and the subdivision's draft approval conditions.

Summary

Through the review of detailed supporting documentation and as summarized within this report, staff support the approval of the applications.

The recommended draft approval conditions address matters of municipal interest and combined with the recommend zoning, provide for the logical and orderly development of the municipality in accordance with the goals and objectives of the Township Official Plan.

ALIGNMENT WITH THE TOWNSHIP OF WILMOT STRATEGIC PLAN:

Prosperous Businesses & Balanced Growth

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	Official Plan Amendment
Attachment B	Zoning Regulations
Attachment C	Township Draft Approval Conditions
Attachment D	Region of Waterloo Draft Approval Conditions
Attachment E	Conceptual Development Plan
Attachment F	Proposed Draft Plan of Subdivision
Attachment G	Walkways, Trails and Traffic Calming
Attachment H	Minutes from the Public Meeting and Public Comments

AMENDMENT NO. 14

TO THE

TOWNSHIP OF WILMOT

OFFICIAL PLAN

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

Amendment No. 14 to the Official Plan of the Township of Wilmot is hereby approved in accordance with Sections 17 and 21 of the *Planning Act*, R.S.O. 1990, Chapter p. 13, as amended and By-law 2025-XX.

Approval Date

Mayor

Date Approval Comes into Effect

Clerk

TOWNSHIP OF WILMOT

BY-LAW NO. 2025-XX

**BEING A BY-LAW OF THE TOWNSHIP OF WILMOT
TO ADOPT AMENDMENT NO. 14 TO THE TOWNSHIP
OF WILMOT OFFICIAL PLAN.**

WHEREAS Section 17 and 21 of the Planning Act, R.S.O. 1990, as amended, empowers the Township of Wilmot to adopt an Official Plan and to make Amendments thereto:

NOW THEREFORE the Council of the Corporation of the Township of Wilmot hereby enacts as follows:

1. That Amendment No. 14 to the Township of Wilmot Official Plan, consisting of the explanatory text and schedules, is hereby adopted and approved.
2. That the Mayor and Clerk are hereby directed to execute the said Amendment No. 14 to the Township of Wilmot Official Plan on behalf of the Corporation and to affix thereto the Corporate Seal.
3. That this By-law shall come into force and effect on the day of the final passing thereof.

ENACTED and **PASSED** this XX day of October, 2025.

Mayor

Clerk

AMENDMENT NO. 14 TO THE TOWNSHIP OF WILMOT OFFICIAL PLAN

SECTION 1 – TITLE AND COMPONENTS

This Amendment shall be referred to as Amendment No. 14 to the Township of Wilmot Official Plan.

SECTION 2 – PURPOSE OF THE AMENDMENT

The purpose of this Amendment is to:

1. add a new Community Mixed Use designation to the Township Official Plan;
2. modify the New Hamburg Urban Area boundary as it applies to the subject lands to align with the Regional Official Plan;
3. amend Regional Official Plan Policy 3.A.6, as it applies to the subject lands, to revert to the language that was contained in Policy 3.A.5 of the Regional Official Plan prior to approval of Regional Plan Amendment No. 6;
4. amend Map 3 of the Regional Official Plan to identify the entirety of the subject lands as Township Urban Area; and
5. change the designation of the subject lands to Urban Residential, Community Mixed-Use, and Open Space.

SECTION 3 – BASIS OF THE AMENDMENT

The lands subject to this amendment are located along the west side of Nafziger Road, on the north side of the Canadian National Railway corridor, and bisected by Township owned lands containing Ivan Gingerich Drain. The lands are described as Part of Lot 19, Concession South of Snyder's Road.

An application for amendment to the Township Official Plan and Region of Waterloo Official Plan was submitted for the purpose set out in Section 2 of this amendment.

The requested amendment is appropriate for the following reasons:

- The lands are already designated for urban residential and non-residential uses within the Regional Official Plan;
- All matters with respect to land use compatibility and environmental constraints have been addressed;
- The long term planned and anticipated use of the lands immediately north of the railway and south of the Ivan Gingerich Drain do not align with the employment

policies of the Provincial Planning Statement 2024 and will more appropriately provide an opportunity for a mix of commercial and light industrial land uses;

- The application facilitates logical development of the property

SECTION 4 – THE AMENDMENT

The Official Plan of the Township of Wilmot is hereby amended as follows:

1. That the map forming Schedule 'A' of this Amendment hereby identifies the lands subject to Amendment No. 14. The designation of these same lands has been amended on maps 2.1, 2.2, 4.2, and 10, which form Schedule 'B' of this amendment,
2. That Map No. 2.1, 2.2, 4.2, and 10 attached to and forming part of the Township of Wilmot Official Plan, are hereby repealed and replaced with the maps attached to this amendment, and forming Schedule 'B' of the Amendment and having a date of October 2025.
3. That a new policy, number 2.5.11, be added to the Township Official Plan as follows:

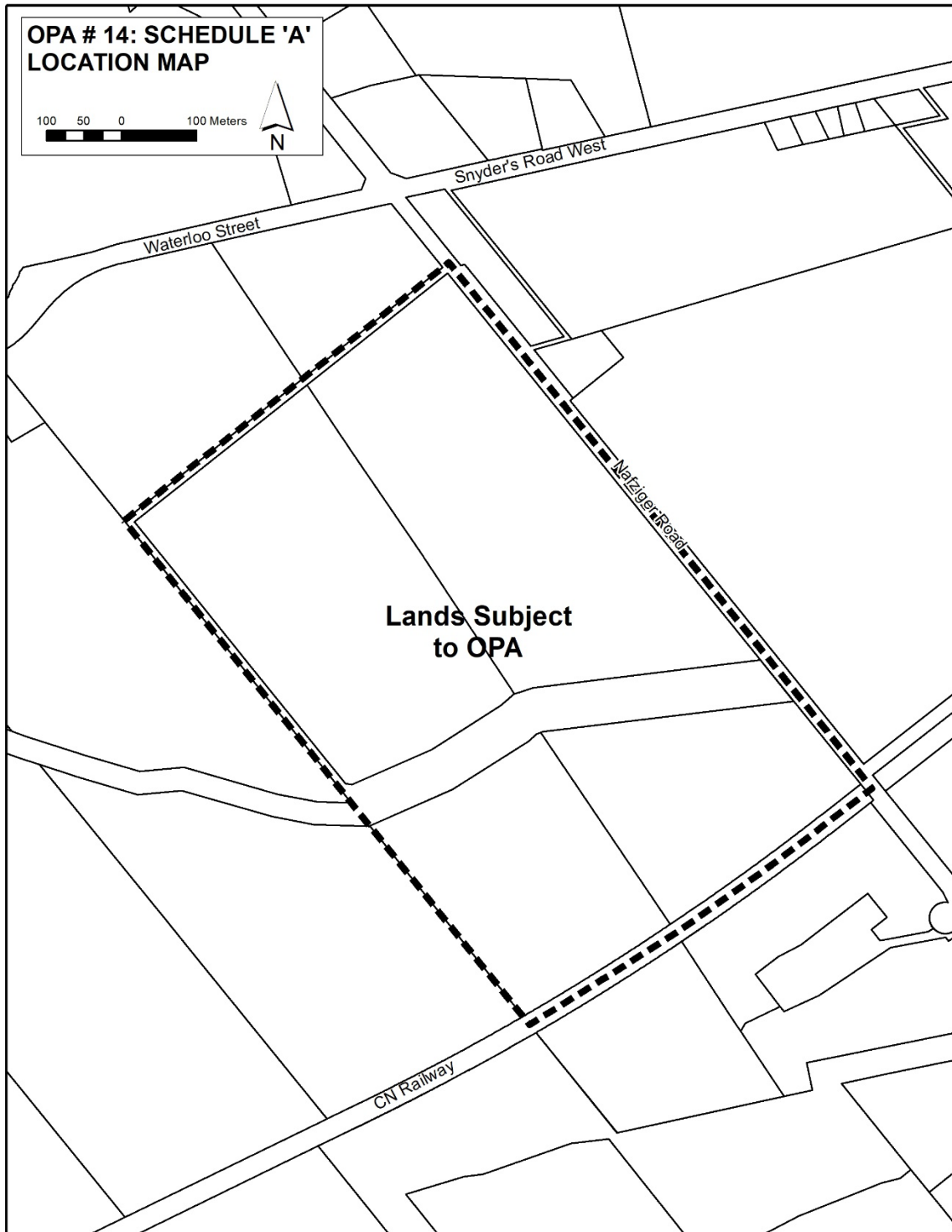
2.5.11 Community Mixed Use

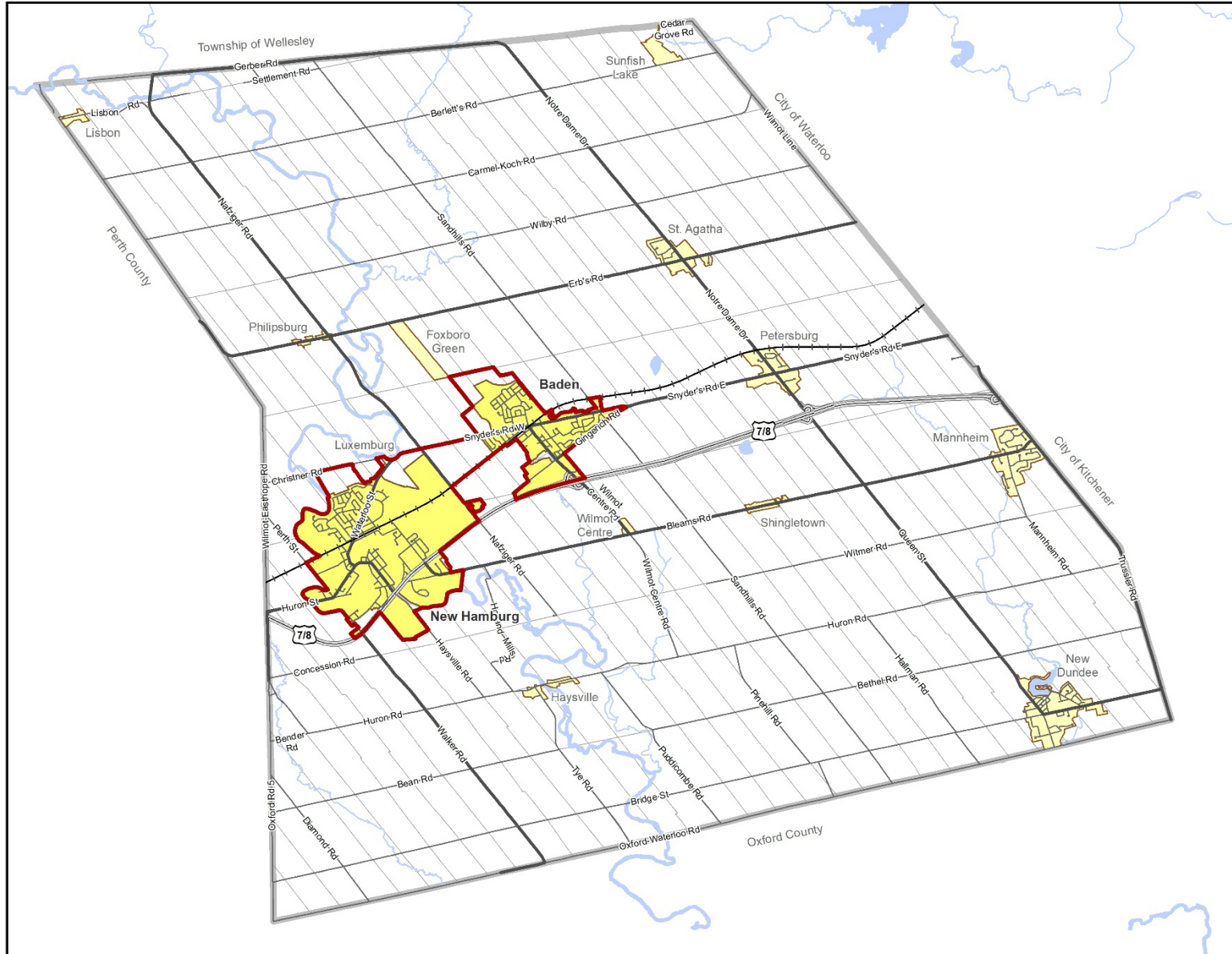
- 2.5.11.1 The Community Mixed Use designation applies to lands within the Baden and New Hamburg Urban areas and will contribute to the creation of complete communities by permitting a balanced mix of commercial, light industrial, institutional and complementary residential uses to meet the needs of local residents, support local employment and reduce the need to travel outside the community. The Community Mixed Use designation is intended to provide for land uses that compliment, not compete with the downtown cores of Baden and New Hamburg. The designation will encourage development form that supports automobile access while improving pedestrian and transit connectivity where feasible.
- 2.5.11.2 The Township Zoning By-law will regulate specific uses in the Community Mixed Use designation in conformity with the following:
 - a) residential uses shall not include single-detached or semi-detached dwellings and shall be permitted where it has been demonstrated that such uses are compatible with existing or planned non-residential uses;
 - b) light industrial uses shall be permitted within an enclosed building, where any outdoor storage is located behind a main building and screened such that it is not visible from public roads, and where the use has been demonstrated to be compatible with existing or planned sensitive uses;
 - c) commercial uses shall be of a size and scale to complement not compete with the Urban Core areas.

- 2.5.11.3 The establishment of new Community Mixed Use areas or expansions to existing Community Mixed Use areas shall consider market need and whether the proposed development will adversely affect the viability of the Urban Core areas.
- 4. That Reginal Official Plan Policy 3.A.6, as it applies to the subject lands, is replaced with the following:
 - 3.A.6 Where a *development application* proposing residential uses is submitted for a site containing one hectare or more of developable land, the Region and the area municipalities will require, a minimum of 30 percent of new residential units to be planned in forms other than single-detached and semi-detached units, such as town homes and multi-unit residential buildings.
- 5. That Map 3 of the Regional Official Plan is amended to identify all of the subject lands as Township Urban Area.

SECTION 5 – IMPLEMENTATION AND INTERPRETATION

The provisions of the Township of Wilmot Official Plan regarding implementation and interpretation of that Plan shall apply in regard to this Amendment.





Official Plan

Map 2.1 Planned Township Structure

Legend

- Urban Areas
- Rural Settlement Areas
- The Countryside
- Countryside Line
- Provincial Highway
- Regional Road
- Township Road
- Railway
- Municipal Boundary
- Lot or Concession

October 2025

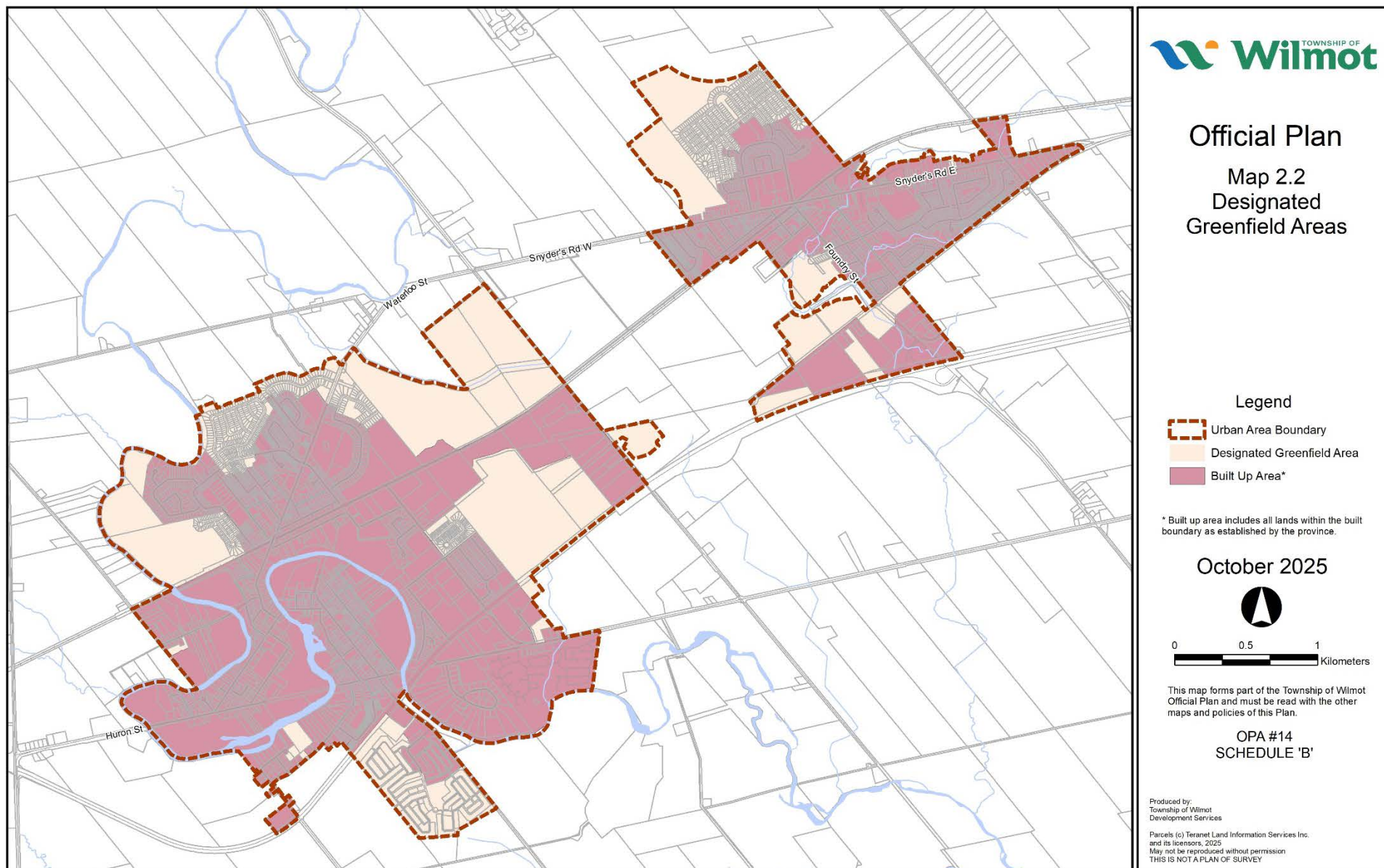


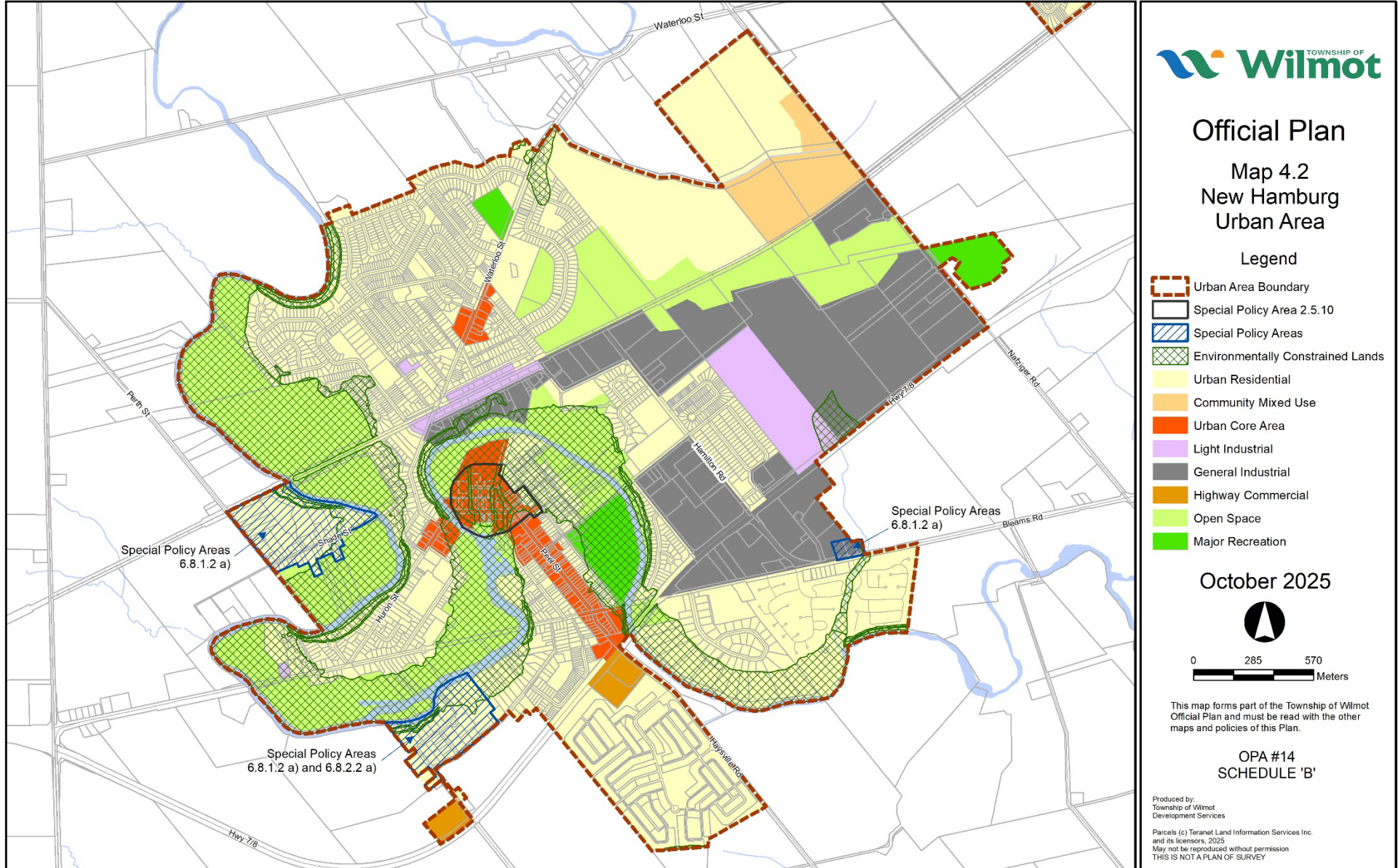
0 1 2
Kilometers

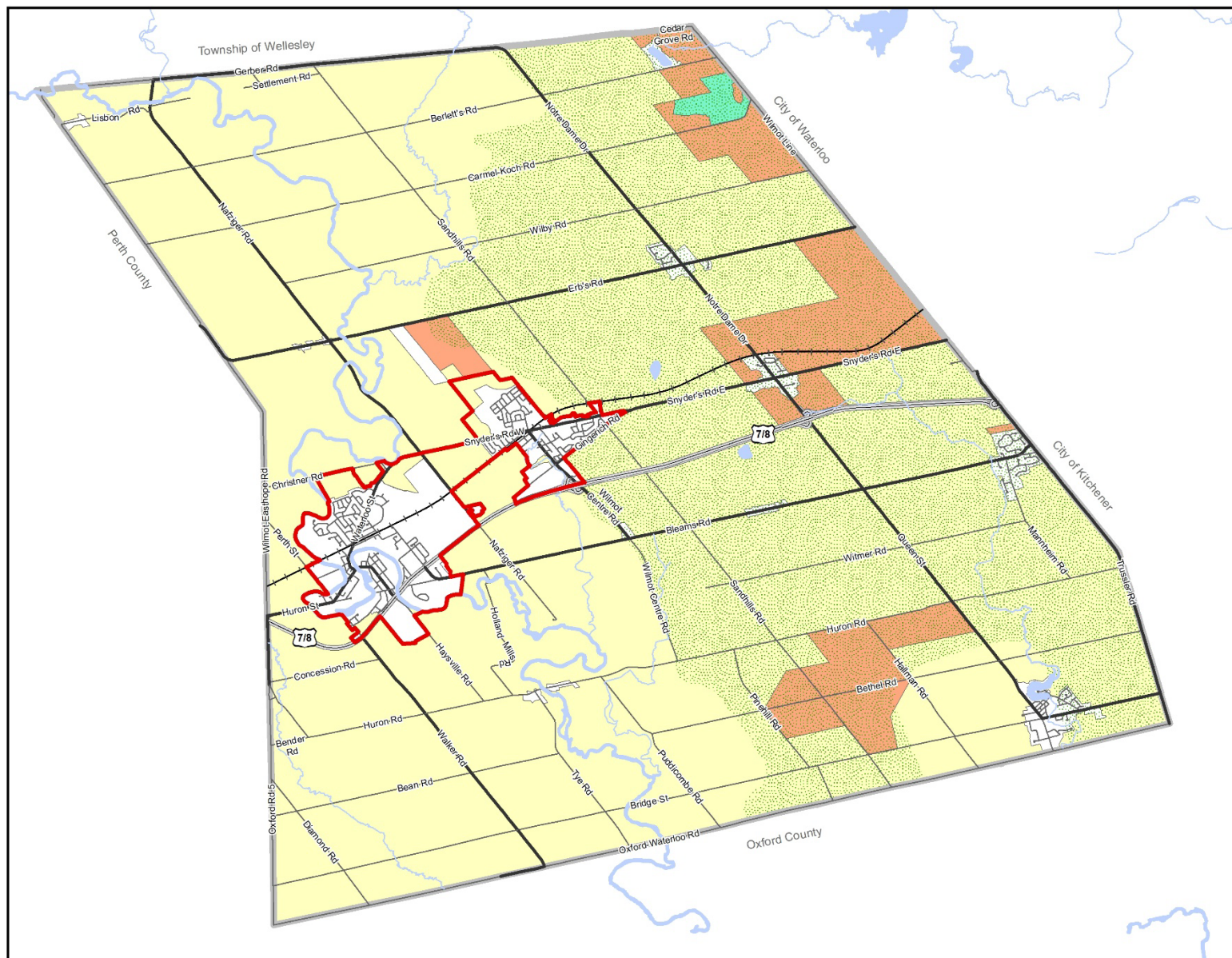
This map forms part of the Township of Wilmot
Official Plan and must be read with the other
maps and policies of this Plan.

OPA #14
SCHEDULE 'B'

Produced by:
Township of Wilmot
Development Services







Official Plan

Map 10 The Countryside

Legend

- Countryside Line
- Protected Countryside
- Ecological Conservation Area
- Rural Areas*
- Prime Agricultural
- Urban Areas / Rural Settlement Areas

*Deferral No. 6

October 2025



0 1 2
Kilometers

This map forms part of the Township of Wilmot
Official Plan and must be read with the other
maps and policies of this Plan.

OPA #14
SCHEDULE 'B'

Produced by:
Township of Wilmot
Development Services

Report DS 2024-09
Attachment B: Zoning Regulations

THE CORPORATION OF THE TOWNSHIP OF WILMOT
BY-LAW NO. 2025-XX

BEING A 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 Council of the Corporation of the Township of Wilmot hereby enacts as follows:

1. Notwithstanding the provisions of By-law 83-38, as amended, the lands described on Schedule “A” and illustrated on Schedule “B” attached to and forming part of this By-law, are hereby removed from Zone 1 (Agricultural) and placed within Zone 2b (Residential), Zone 2c (Residential), Zone 7a, (Mixed use), Zone 7b (Mixed use), Zone 10a (Light Industrial) and Zone 11 (Open Space).
2. 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 the zones established by this by-law and illustrated on Schedule “B” attached to and forming part of this By-law.
3. Notwithstanding the provisions of By-law 83-38, as amended the following shall be added as Section 22.xxx.
Notwithstanding any other provisions of this By-law, the lands described as Part of Lot 19, Concession South of Snyder’s Road, identified as Section 22.xxx on the map forming Part 1 of Schedule ‘A’ and zoned Zone 2b shall be subject to the following additional and/or modified regulations:
 - a) the minimum lot area shall be 270 square metres
 - b) the minimum lot frontage and width shall be 9m for an interior lot and 12m for a corner lot
 - c) the minimum front yard setback for the habitable portion of the dwelling shall be 4.5m and uninhabitable (garage) portion of the dwelling shall be 6m notwithstanding:
 - 1) that at no point shall the uninhabitable portion of the dwelling be closer to the front lot line than the habitable portion of the dwelling;
 - 2) that the habitable portion of the dwelling may include a useable covered front porch;
 - 3) where the front yard setback for the uninhabitable (garage) portion of the dwelling is a minimum of 9m, the minimum front yard setback for the habitable portion of the dwelling shall be 3.5m
 - d) the minimum side yard setback shall be 1.2m notwithstanding:
 - 1) a side yard setback, adjacent to a lot line with a 1.2m side yard setback on the adjacent lot, may be reduced to 0.6m only if an access and maintenance easement has been secured over the 1.2m side yard setback in favour of the 0.6m side yard

- e) the minimum rear yard setback shall be 6.0m notwithstanding:
 - 1) an uncovered deck or balcony at or above the first storey shall not be considered part of the main building for determining rear yard setback and shall not constitute a roof structure as it relates to the area of which it is located above
- f) the minimum exterior side yard setback shall be 3.5m
- g) the maximum building height shall be 12m
- h) the maximum lot coverage of all buildings on a lot shall be 55%
- i) the maximum lot coverage for accessory buildings shall be in conformity with Section 6.3, provided the combined lot coverage of main and accessory buildings does not exceed 55%, excluding an uncovered deck or balcony
- j) on a corner lot, where the corner visibility triangle falls outside of the limits of the lot:
 - 1) the exterior side yard and front yard setbacks shall be measured from the exterior side and front lot lines and the projection of said lines into the corner visibility triangle; and
 - 2) the setback from a lot line joining the exterior side and front yard setbacks shall be 0m
- k) the garage and driveway widths shall be in accordance with Subsection 6.13.3, notwithstanding:
 - 1) on a lot with a width of less than 11m, the maximum attached garage width shall be 65% of the lot frontage up to a maximum width of 5.9m;
 - 2) driveways shall be located on one side of the lot and, wherever possible, paired with the driveway on an abutting lot; and
 - 3) when driveways are paired, and where an approved grading plan supports, said driveways may be located 0m from the common property line between the paired driveways

Notwithstanding any other provisions of this By-law, the lands described as Part of Lot 19, Concession South of Snyder's Road, identified as Section 22.xxx on the map forming Part 1 of Schedule 'A' and zoned Zone 2c shall be subject to the following additional and/or modified regulations:

- a) a "Residential Building – Single Detached" shall be subject to the additional and/or modified regulations contained in this Section for lands zoned Zone 2b
- b) a "Residential Building – Street Townhouse" shall be an additional permitted use and subject to the following additional and/or modified regulations:
 - 1) the minimum lot area shall be 165 square metres
 - 2) the minimum lot frontage and width shall be 5.95m for an interior lot and 8.5m for a corner lot
 - 3) for lots, other than through lots, the minimum front yard setback for the habitable portion of the dwelling shall be 3.5m and for the uninhabitable (garage) portion of the dwelling shall be 6m notwithstanding:
 - i) that at no point shall the uninhabitable portion of the dwelling be closer to the front lot line than the habitable portion of the dwelling;
 - ii) that the habitable portion of the dwelling may include a useable covered front porch; and
 - iii) on lots with a width of less than 11m, the garage shall be setback a minimum of 9m from the front lot line unless there is no municipal sidewalk to be installed on the side of the street on which the lot fronts in which case the minimum garage setback shall be 6m from the front lot line
 - 4) for through lots, the minimum front yard setback shall be 3.5m notwithstanding:
 - i) the front lot line shall be the property line that the front door is oriented towards
 - ii) no access shall be permitted from the street abutting the front lot line and no driveway or parking space shall be provided within the front yard
 - iii) the minimum front yard setback for a covered or uncovered porch with a minimum depth of 1.5m shall be 2.0m

- 5) the minimum exterior side yard setback shall be 3.5m and, unless otherwise provided within a side yard setback, shall include an access easement to provide access to the rear yards of townhouse units that do not abut a municipal street
- 6) the minimum side yard setback shall be 1.2m, notwithstanding:
 - i) the setback to a common property line between townhouse units, including the setback for an uncovered deck or balcony, shall be 0m; and
 - ii) unless otherwise provided within an exterior side yard setback, shall include an access easement to provide access to the rear yards of townhouse units that do not abut a municipal street
- 7) the minimum rear yard setback shall be 6m notwithstanding:
 - i) where the front yard setback for the uninhabitable portion of the dwelling is a minimum of 9m, the rear yard setback shall be 6.0m;
 - ii) in the case of a through lot, the rear yard setback shall be 6.0m;
 - iii) in the case of a through lot, the rear yard setback for decks and balconies above the first storey shall be 2.5m; and
 - iii) an uncovered deck or balcony at or above the first storey shall not be considered part of the main building for determining rear yard setback and shall not constitute a roof structure as it relates to the area of which it is located above
- 8) the measurement of 1.2m contained in Subsection 6.4.1 shall be replaced with 2.0m
- 9) the maximum building height shall be 13m
- 10) the maximum lot coverage of all buildings on a lot shall be 65%
- 11) the maximum lot coverage for accessory buildings shall be in conformity with Section 6.3, provided the combined lot coverage of main and accessory buildings does not exceed 65% excluding an uncovered deck or balcony
- 12) on a corner lot, where the corner visibility triangle falls outside of the limits of the lot:
 - i) the exterior side yard and front yard setbacks shall be measured from the exterior side and front lot lines and the projection of said lines into the corner visibility triangle; and
 - ii) the setback from a lot line joining the exterior side and front yard setbacks shall be 0m
- 13) the garage and driveway widths shall be in accordance with Subsection 6.13.3, notwithstanding:
 - i) for through lots, the maximum attached garage widths shall not apply;
 - ii) on lots, other than through lots, the maximum attached garage width shall be 60% of the width of the front lot line; and
 - iii) on lots, other than through lots, driveways shall be located on one side of the lot and, wherever possible, paired with the driveway on an abutting lot and when driveways are paired, and where an approved grading plan supports, said driveways may be located 0m from the common property line between the paired driveways

Notwithstanding any other provisions of this By-law, the lands described as Part of Lot 19, Concession South of Snyder's Road, identified as Section 22.xxx on the map forming Part 1 of Schedule 'A' and zoned Zone 7a shall be subject to the following additional and/or modified regulations:

- a) the following uses shall be permitted in addition to the uses permitted in Zone 7:
 - 1) Residential Building – Apartment
 - 2) Residential Building – Townhouse
 - 3) Nursing or convalescent home
 - 4) Daycare facility
 - 5) Service club
 - 6) Commercial printing and office services
 - 7) Studio

- b) within Zone 7a, the following uses otherwise permitted in Zone 7, shall be prohibited:
 - 1) Car wash
 - 2) Drive-through facility
 - 3) Repair shop
- c) Regulations for a Residential Building – Street Townhouse shall be as set out in this Section for lands zoned Zone 2c
- d) Regulations for all other permitted uses are as listed in subsection 13.2 and further amended as follows:
 - 1) the maximum lot coverage of all buildings shall be 60%;
 - 2) the maximum building height for commercial buildings or a “residential building – apartment”, shall be 20m or 6-storeys notwithstanding that a mechanical penthouse may exceed this maximum building height by 2.5m;
 - 4) the minimum setback from all lot lines, including the setback of off-street parking from Nafziger Road, shall be 3.5m; and
 - 5) Off-street parking shall be provided as follows:
 - i) 1.25 spaces per unit for a residential building – apartment;
 - ii) in conformity with subsection 6.12 for all other residential uses; and
 - iii) 50% of the required spaces for non-residential uses

Notwithstanding any other provisions of this By-law, the lands described as Part of Lot 19, Concession South of Snyder’s Road, identified as Section 22.xxx on the map forming Part 1 of Schedule ‘A’ and zoned Zone 7b shall be subject to the following additional and/or modified regulations:

- a) following uses shall be permitted in addition to the uses permitted in Zone 7:
 - 1) Motor vehicle, including farm and garden equipment, sales, service and repair
 - 2) Automobile service station
 - 3) Gas bar
 - 4) Light fabricating, assembly or manufacturing
 - 5) Warehousing
 - 6) Contractor, building supplies dealer
 - 7) Service club
 - 8) Commercial or trade school
 - 9) Commercial printing and office services
 - 10) Studio
 - 11) Gym/fitness facility
 - 12) outdoor storage shall only be permitted accessory to a permitted use and provided storage is enclosed by a solid visual barrier, such that said storage is not visible from a public road
- b) within Zone 7b, the following uses otherwise permitted in Zone 7, shall be prohibited:
 - 1) dwelling units
- c) Regulations are as set out in subsection 13.2 and further amended as follows:
 - 1) the minimum setback from any lot line shall be 4.5m;
 - 2) the minimum building height shall be 9.5m and the maximum building height shall be 20m or five storeys

Notwithstanding any other provisions of this By-law, the lands described as Part of Lot 19, Concession South of Snyder’s Road, identified as Section 22.xxx on the map forming Part 1 of Schedule ‘A’ and zoned Zone 10a shall be subject to the following additional and/or modified regulations:

- a) the following uses shall be permitted in addition to the uses permitted in Zone 10a:
 - 1) Motor vehicle, including farm and garden equipment, sales, service and repair
 - 2) Automobile service station
 - 3) Gas bar
 - 4) Car wash
 - 5) Commercial establishment where goods are sold or services rendered
 - 6) Offices

- 7) Financial establishment
 - 8) Service club
 - 9) Commercial or trade school
 - 10) Restaurant and/or tavern
 - 11) Laundromat or dry-cleaning establishment
 - 12) Hairdresser or barber
 - 13) Commercial printing or office service
 - 14) Studio
 - 15) Clinic or laboratory
 - 16) Veterinary clinic
 - 17) Gym/fitness facility
 - 18) Light fabricating, assembly or manufacturing
 - 19) Warehousing
 - 20) Contractor, building supplies dealer
 - 21) Drive-through facility
 - 22) outdoor storage shall only be permitted accessory to a permitted use and provided storage is enclosed by a solid visual barrier, such that said storage is not visible from a public road
- b) Regulations are as set out in subsection 16.3 and further amended as follows:
- 1) the minimum setback from any lot line shall be 4.5m except where a rear yard abuts a railway right-of-way, the rear yard setback shall be 0m;
 - 2) the minimum building height shall be 9.5m and the maximum building height shall be 20m or five storeys
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 upon the final approval of Township Official Plan Amendment Number 14 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 XX day of October, 2025.

READ a third time and finally passed in Open Council on the XX day of October, 2025.

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 19, Concession South of Snyder’s Road, in the said Township of Wilmot.

This is Schedule “A” to By-law No. 2025-XX

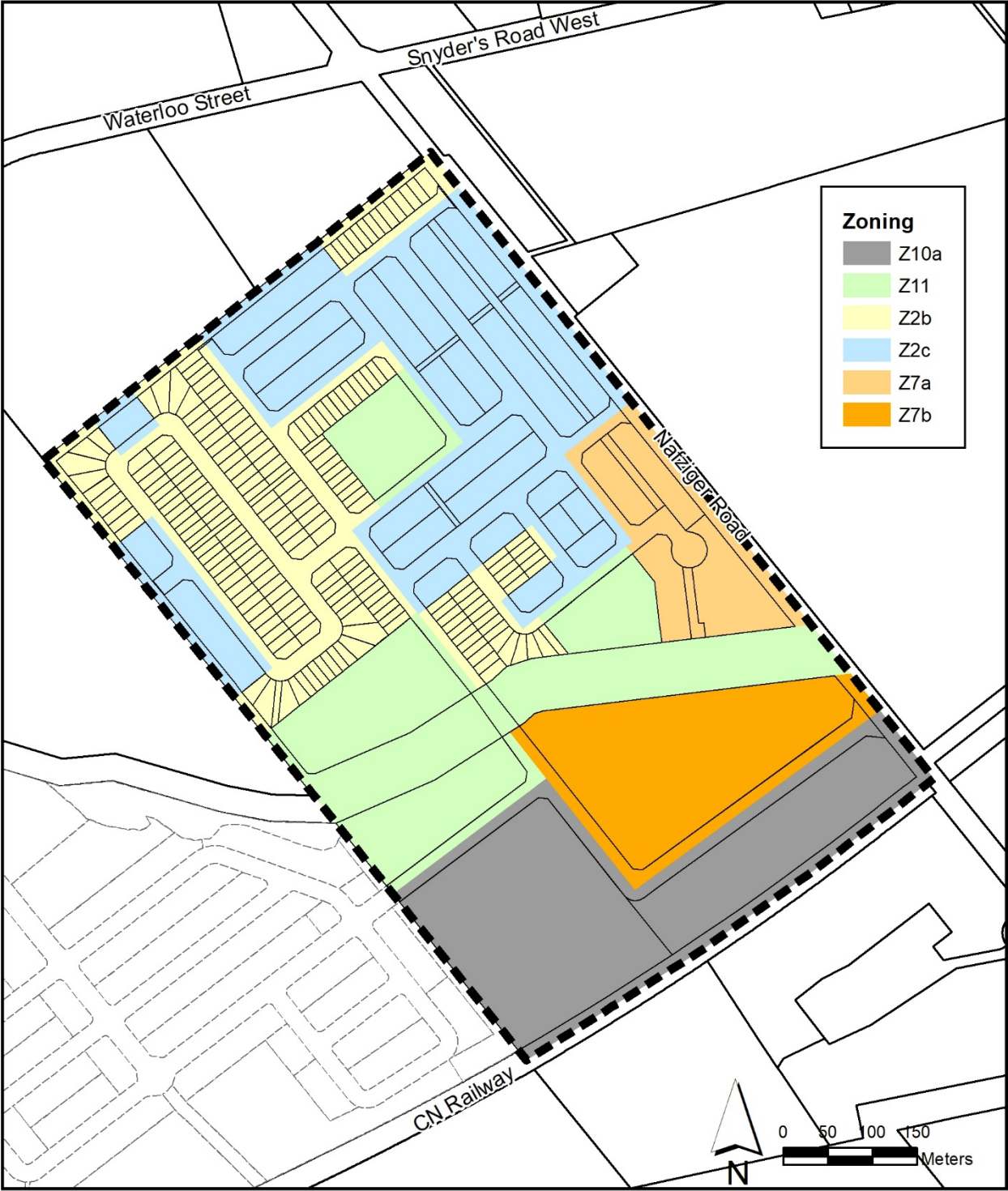
PASSED this XX day of October, 2025.

Mayor

Clerk

SCHEDULE "B"
PART OF LOT 19
CONCESSION SOUTH OF SNYDER'S ROAD
TOWNSHIP OF WILMOT

SUBJECT LANDS OUTLINED THUS: - - - - -



This is Schedule “B” to By-law No. 2025-XX

PASSED this XX day of October, 2025.

Mayor

Clerk

Report DS 2024-09

Attachment C: Township Draft Approval Conditions

The following, organized under the headings Conditions, Clearances, and Notes together form the Township of Wilmot's draft approval conditions as referenced within the recommendation of report DS 2024-09.

Conditions

1. That this approval applies to plan of subdivision 30T-24601 for Cachet Developments (NH) Inc. prepared by Dillon Consulting Limited dated September 12, 2025, which identifies:

Lots 1-212	212 single detached residential units
Blocks 213-240	405 townhome residential units
Block 241	Mixed use building with approximately 50 residential units
Blocks 242-244	Light industrial/commercial use
Blocks 245-246	Park
Blocks 247-248	Storm water management
Blocks 249-256	Walkways
Blocks 257-258	Municipal lane
Block 259	Private lane
Blocks 260-263	0.3m reserve
Blocks 264-265	Road allowance widening
Streets A-L	Municipal roads
2. That the Subdivider agrees to stage and/or phase the development of this plan of subdivision in a manner satisfactory to the Township of Wilmot and Region of Waterloo.
3. Should staging/phasing be proposed, the Blocks and Streets south of the Ivan Gingerich Drain shall form part of the first registration.
4. That the following shall be conveyed to the Township of Wilmot for the purposes stated therein, at no cost and free and clear of all encumbrances:
 - a) Blocks 245 and 246 for park purposes
 - b) Blocks 247 and 248 for stormwater management purposes
 - c) Blocks 249 to 256 for walkways
 - d) Blocks 257 and 258 as a municipal lane
 - e) Blocks 260 to 263 as 0.3m reserves
 - f) Streets A to L as municipal roads.
5. That the Subdivider shall enter into a subdivision agreement with the Township which will cover all planning and engineering aspects of the development and identify in detail applicable Township standards and specifications relative to municipal services. The agreement will further address all requirements, financial and otherwise of the Township of Wilmot concerning the provision of roads and the installation of services, facilities and

drainage, landscaping, the payment of fees and provision of financial securities and deposits to ensure the proper and orderly completion of the development.

6. That prior to undertaking detailed engineering design for the subdivision, the Subdivider shall provide design guidelines to the satisfaction of the Township, addressing at minimum the following:
 - a) That, wherever possible, driveways to be paired to allow greater opportunities for on-street parking.
 - b) Promote a detailed design strategy that minimizes the need for swales/drainage features on one side of a dwelling in an effort to allow unobstructed side entrances and pathways to the rear of the property. This may include consideration of pairing drainage swales on one side of the dwelling.
 - c) Stipulate that mechanical equipment (air conditioner, heat pumps etc.) be provided at the rear of the dwelling or within the same side as paired drainage solutions identified in item (b).
 - d) Facilitate design solutions that eliminates the need for acoustic barriers wherever feasible.
 - e) Design the subdivision to eliminate the need for retaining walls whenever feasible.
 - f) Design multiple blocks such that front entrances face the municipal street and that back lotting be avoided.
 - g) Include traffic calming measures on municipal streets such as raised intersections and trail crossings, boulevard bump outs within parking lanes to intermittently narrow the street etc.
 - h) Locate the municipal sidewalk, if one is required, such that the length of driveway on the private property side of the sidewalk is maximized.
7. That no grading or site alteration shall occur until such time as the subdivision agreement has been registered, and all approvals (municipal or otherwise) have been granted related to said grading or site alteration to the satisfaction of the Township. For further clarity, area grading will not be permitted through a separate agreement.
8. That prior to registration of the subdivision agreement, final acknowledgement of an archaeological assessment (Stage 3 or Stage 4 if required) shall be received from the Ministry of Citizenship and Multiculturalism to the satisfaction of the Township.
9. That prior to registration of the subdivision agreement and subsequent commencement of area grading or site servicing within the development, the Subdivider shall confirm that a legal outlet for post-development stormwater flows has been secured to the satisfaction of the Township.
10. That prior to registration of the subdivision agreement and subsequent commencement of area grading, where use of lands abutting the subdivision is required (for grading or access), the Subdivider shall provide written authorization from the land owner for such work occur.

11. That prior to registration of the plan (or the first stage if staging is approved), the Subdivider shall confirm that a legal outlet for sanitary sewer flows has been secured to the satisfaction of the Township.
12. The Subdivider agrees to obtain and comply with all necessary Provincial, Regional, Township, and GRCA approvals with respect to sanitary sewer, watermain, and stormwater management works.
13. That prior to any grading or construction on site and prior to registration of the plan, the owners or their agents submit the following plans and reports to the satisfaction of the Grand River Conservation Authority, and the Township of Wilmot:
 - a) A detailed storm water management report in accordance with the 2003 Ministry of the Environment Report entitled "Stormwater Management Planning and Design Manual";
 - b) A hydraulic analysis and accompanying electronic model files;
 - c) A detailed Lot Grading, Servicing and Storm Drainage Plan;
 - d) An Erosion and Siltation Control Plan in accordance with the Grand River Conservation Authority's Guidelines for sediment and erosion control, indicating the means whereby erosion will be minimized and silt maintained on-site throughout all phases of grading and construction; and,
 - e) The submission and approval of a permit under the Prohibited Activities, Exemptions and Permits Regulation from the GRCA prior to the construction in a wetland and/or grading in a regulated area and/or construction of the Stormwater Management outlet in a regulated area.
14. That the Subdivider agrees to complete and maintain the works in accordance with the approved plans and reports noted in Condition 13, above, until such time as the works are transferred and assumed by the Township.
15. That prior to registration, the Subdivider shall make satisfactory arrangements with Enova Power Corp for the provision of permanent electrical services to the plan, with all electrical servicing within the plan be underground unless deemed not feasible by Enova, and that wood poles will not be utilized within the plan.
16. The Subdivider further agrees that should permanent installations of electrical servicing be impractical at the time, to pay all costs incurred through the provision of temporary electrical services and the removal of such services when permanent installations are possible.
17. That street lighting shall be provided at the owner's expense in accordance with the standards and specifications of the Township of Wilmot, the Region of Waterloo and Enova Power Corp.
18. That prior to registration, the Subdivider agrees to make satisfactory arrangements with a telecommunications provider for the provision of permanent or temporary telecommunication services to this plan.

19. That prior to registration, the Subdivider agrees to make satisfactory arrangements with Enbridge Gas Inc. for the provision of necessary easements and/or agreements for the provision of gas services to this plan.
20. That prior to or concurrent with the registration of any Stage the Subdivider shall grant any easements required for utility or municipal servicing purposes to the appropriate authority.
21. That the Subdivider shall provide a master utility locate plan for electrical servicing (including street lights) and all other utilities prior to final approval of the detailed engineering. The Subdivider's engineer is responsible to review the utility submission to ensure there are no conflicts with sewer, watermain, driveways, sidewalks, multi-use trails, boulevard trees, and signage. At such time as the Subdivider's engineer has reviewed the utility drawings a clearance letter is to be provided to the Township for each utility.
22. That prior to registration, the Subdivider agrees to make satisfactory arrangements with Canada Post and the Township of Wilmot for the provision of necessary easements for the provision of mail services to this plan in a form satisfactory to the Township of Wilmot.
23. That the Subdivider shall indicate to prospective purchasers in all offers of purchase and sale that mail delivery will be from a designated centralized mailbox and, that the location of the centralized mailbox shall be determined prior to the closing of any home sale to the satisfaction of Canada Post and the Township of Wilmot.
24. That prior to registration, the Subdivider shall satisfy all of the following requirements to the satisfaction of the Waterloo Region District School Board (WRDSB):
 - a) That the Owner/Developer must agree in the Subdivision Agreement and/or Site Plan Agreement to notify all purchasers of residential units and/or renters of same, by inserting the following clauses in all offers of Purchase and Sale/Lease:
 - i) "Despite the best efforts of the Waterloo Region District School Board (WRDSB), accommodation in nearby facilities may not be available for all anticipated students. You are hereby notified that students may be accommodated in temporary facilities and/or bussed to a school outside the area, and further, that students may, in future, be transferred to another school."
 - ii) For information on which schools are currently serving this area, contact the WRDSB Planning Department at 519-570-0003 ext. 4419, or email planning@wrdsb.ca. Information provided by any other source cannot be guaranteed to reflect current school assignment information.
 - iii) "In order to limit risks, public school buses contracted by Student Transportation Services of Waterloo Region (STSWR), or its assigns or successors, will not travel on privately owned or maintained right-of-ways to pick up and drop off students, and so bussed students will be required to meet the bus at a congregated bus pick-up point."
 - b) That the Owner/Developer supply, erect and maintain a sign (at the Owner/Developer's expense and according to the WRDSB's specifications), near or affixed to the development sign, advising prospective residents about schools in the area and that prior to final approval, the Owner/Developer shall submit a photo of the sign for review and approval of the WRDSB.

25. That prior to registration, the Subdivider shall satisfy all of the following requirements to the satisfaction of the Waterloo Catholic District School Board (WCDSB):
- a) That the Owner/Developer and the WCDSB reach an agreement regarding the supply and erection of a Holding Zone advisory sign, at the Owner/Developer's expense and according to the WCDSB's specifications, advising prospective residents about the WCDSB's Holding Zone designation applied to the subject property.
 - b) That the Owner/Developer shall include the following wording in the subdivision agreement and any future site plan agreement and/or condominium declaration to advise all purchasers of residential units and/or renters of the same:
 - i) "Waterloo Catholic District School Board present and future families—please note that your new home is located in an area that has been designated as a Holding Zone as we await construction of new school(s) or additional capacity. Students may be accommodated temporarily in a Holding School(s). Please visit www.wcdsb.ca/accommodations for additional information."
26. That prior to registration, the Subdivider shall satisfy all of the following requirements to the satisfaction Canadian National Railway (CN):
- a) That the Land Use Compatibility and Transportation Noise Assessment authored Dillon Consulting Limited (dated October 2024) prepared on behalf of Cachet Developments (NH) Inc. be updated to reflect changes to the draft plan (if any) to inform the required CN development agreement to be registered on title;
 - b) That the Subdivider shall install and maintain a chain link fence of a minimum 1.83 metre height along the mutual property line;
 - c) That any proposed alterations to the existing drainage pattern affecting railway property must receive prior concurrence from the Railway and be substantiated by a SWM report and/or lot grading and drainage plan the satisfaction of the Railway;
 - d) That the Subdivider grant CN an environmental easement for operational noise and vibration emissions, registered along the subject lands in favour of CN; and
 - e) That the Owner enter into an Agreement with CN stipulating how CN's concerns will be resolved and pay CN's reasonable costs in preparing and negotiating the agreement.
27. That the Subdivider shall submit a park plan and landscaping plan prepared by a qualified landscape architect for the park blocks, walkway blocks, and stormwater management blocks to the satisfaction of the Township. The approved landscaping plan shall set out the location of all pathways and sidewalks, the ground cover for each block, lighting, plantings, and fencing/bollard requirements and shall form a part of the subdivision agreement between the Township and the Subdivider.
28. That a qualified landscape architect shall provide a document outlining the landscaping specifications, along with tree species, planting locations, and maintenance requirements for all trees planted within boulevards and lands to be conveyed to the Township. This document shall be prepared in consultation with Appendix C of the Township Tree Canopy Policy Framework 2023 and to the satisfaction of the Township.
29. That the Subdivider shall landscape the blocks and boulevards as required by Conditions 27 and 28 in accordance with the approved plans and documents for each phase.

30. That the Subdivider agrees to construct, in accordance with the approved plans and within the timeframe and financing schedule outlined below, the park and walkway blocks, and all trails within and abutting the subdivision, as set out in the approved plans to the satisfaction of the Township.
- a) Grading, topsoiling and seeding shall be completed prior to occupancy of the first unit within the stage within which the park, open space, walkway or trail blocks are located or in the event of winter conditions by June 1st immediately following the issuance of the first occupancy permit.
 - b) Construction of the park and trails within the parks, walkway blocks, and municipally owned lands abutting the development shall be completed within one year of registration or servicing the stage within which such blocks are located (or abut), whichever occurs first.
 - c) The applicable construction costs of the parks and walkways such as grading, topsoiling, seeding, sodding, installation of playground equipment, landscaping, servicing, signage and furnishings in accordance with the approved plans shall be paid for by the Subdivider.
 - d) The applicable supply and construction costs of playground equipment, landscaping, signage and furnishings relating to the park blocks shall be reimbursed to the Subdivider and the repayment method, which may include development charge credits, shall be set out in the subdivision agreement.
31. That further to Condition 30:
- a) The Subdivider, at their cost, shall construct an asphalt 3.0m multi-use trail (MUT) through Blocks 249-256.
 - b) The Subdivider, at their cost, shall construct an asphalt 3.0m MUT through Block 245 from Block 252 to Street B.
 - c) The Subdivider, at their cost, shall construct an asphalt trail with a minimum width of 2.4m through Block 246 from Street G to the trail constructed by Condition 30(f).
 - d) The Subdivider, at their cost, shall construct an asphalt 3.0m MUT from the south side of the Ivan Gingerich Drain north to Street J within the Township owned lands abutting the west side of the subdivision.
 - e) The Subdivider, at their cost, shall construct an asphalt 3.0m MUT along the south side of the Ivan Gingerich Drain from the west side of the development to Nafziger Road within one year of the first registration.
 - f) The Subdivider shall construct a trail with a minimum width of 2.4 and a surface treatment of asphalt or compacted stone dust along the north side of the Ivan Gingerich Drain from the west limit of the development to Nafziger Road within one year of the first registration, with costs to be reimbursed to the Subdivider and the repayment method, which may include development charge credits, to be set out in the subdivision agreement.
32. That the Subdivider shall construct the stormwater management blocks including municipal trails within or abutting the stormwater management blocks, in accordance with the approved plans prior to the first registration. When trails within or abutting stormwater management blocks serve a combined function for maintenance access, the trails shall be constructed to the standard required for maintenance access or to the width set out in Condition 31 (e) and (f), whichever is greater.

33. That the Subdivider, at their cost and within one year of the first registration (or timing otherwise agreed upon by the Township of Wilmot and Region of Waterloo), shall urbanize the west side of Nafziger Road, including but not limited to curb, gutter, and a separated asphalt boulevard MUT with a minimum width of 3.0m from the north limit of the subdivision to the south limit of the subdivision to the satisfaction of the Township of Wilmot and Region of Waterloo.
34. That if intersection controls (signalization or roundabouts) are not installed concurrent with urbanization of Nafziger Road, the Subdivider shall evaluate the interim pedestrian crossing needs to ensure safe crossing can be achieved from the west side of Nafziger Road to the Beckdale Trail on the east side of Nafziger Road (immediately north of the CN Railway) together with a connection from either Street D or Block 249 to a MUT on the east side of Nafziger Road should one exist at the time of urbanization and provide recommendations of the same for consideration and acceptance by the Township of Wilmot and the Region of Waterloo and subsequently implement the accepted solution to the satisfaction of the Township of Wilmot and Region of Waterloo.
35. That sidewalks along all streets within the subdivision shall be constructed to the standard, in the location and of the width specified by the Township of Wilmot through the approval of the detailed design.
36. That all lands abutting blocks to be conveyed to the Township of Wilmot shall be fenced or otherwise appropriately delineated, including gates at walkway and trail entrances, to the satisfaction of the Township.
37. That all offers of purchase, sale, or lease for single detached, semi-detached, or street fronting townhome dwellings, include the following clause and that, prior to occupancy, the Subdivider or subsequent builder be required to conspicuously post this clause on the inside of the overhead garage door:

“Parking

Purchasers or tenants are advised that this property consists of a maximum driveway width of “x” (x to be specified based on the specific lot). This dwelling includes an attached garage that, combined with the driveway, provides available parking of “x” spaces (x to be determined based on the specific lot). Parking is only permitted within the attached garage and driveway. The driveway may not be widened, nor can a walkway be constructed beside the driveway to expand its width in accordance with the Township of Wilmot Zoning By-law. Occupants of this dwelling are advised that if they have more than “x” vehicles (x to be the number of parking spaces previously identified) and/or they do not intent to park within the garage, this property may not be suitable for their needs. Please note that on-street parking cannot be relied upon for daily parking needs.

Site alterations

Please be aware that this property is designed to adequately address surface drainage with surface water typically being conveyed along property lines. Water may stand on the surface during rain events. No alterations to grading, landscaping (raised gardens, retaining walls

etc.), and no hard surfacing is permitted within 0.6m of any property line as set out in the Township of Wilmot Zoning By-law unless specifically permitted within said by-law.”

38. That the Subdivider agrees to provide all prospective purchasers with a copy of the grading control plan and a copy of the subdivision agreement.
39. That all streets, including the approved entrance locations to lots/blocks, shall be constructed by the Subdivider in accordance with the specifications and requirements of the Township.
40. That the detailed engineering design include an entrance and on-street parking location plan to the satisfaction of the Township of Wilmot including all entrance locations, widths, and surface treatments.
41. That the streets shall be named to the satisfaction of the Township of Wilmot and said names shall be assigned by the Township of Wilmot, in consultation with the Region of Waterloo, within the Subdivision Agreement and identified on the subdivision plan prior to registration.
42. That, prior to registration, the Subdivider shall pay for and install all regulatory street signs.
43. That the Subdivider shall ensure the provision of a potable water supply to each lot to the satisfaction of the Township of Wilmot and Region of Waterloo.
44. That the access and egress for all construction traffic, for the life of the development, shall be from Nafziger Road.
45. That the Subdivider shall erect a sign at the entrance(s) to the subdivision, at the Subdivider's expense, which identifies all blocks within the approved plan of subdivision and which identifies the zoning and use of each block. The design of the sign and location(s) of installation shall be submitted to the Township of Wilmot for approval prior to its erection. The Subdivider shall be responsible to obtain a building permit for said sign(s) if a permit is required. Upon completion of the subdivision the sign(s) shall be removed at the expense of the Subdivider.
46. That a maximum of 3 single detached model home units and 2 model home townhome blocks may be constructed prior to registration of the development provided that no residential occupancy of any model home may be permitted until such time as the subdivision plan is registered.
47. That prior to release of the plan for registration, the Subdivider shall pay all legal fees incurred by the Township related to the processing and approval of the plan.
48. That prior to registration of the subdivision agreement and prior to release of the plan for registration, the Subdivider shall pay the Township Development Services subdivision registration fee in accordance with the Township Fees and Charges By-law.

49. That prior to the release of the plan for registration, the Subdivider shall pay the Township Infrastructure Services subdivision review administration fee and subdivision drawing and construction review fees in accordance with Township Fees and Charges By-law.
50. That prior to the issuance of a building permit, the Subdivider agrees to pay the development charges in force at the time of building permit issuance unless timing of payment is otherwise prescribed by the Development Charges Act.
51. That the Subdivider agrees to contribute to affordable housing (affordable being as defined by the Provincial Planning Statement, 2024) within the Township by:
- a) Contributing directly to an affordable housing project approved for development within the Township of Wilmot in an amount not less than \$500 per residential unit in the plan, or
 - b) Constructing affordable housing units with the plan, or
 - c) Providing an affordable housing contribution to the Township of Wilmot for each residential unit developed within the plan, which contribution will be paid and used in accordance with the following:
 - i) the affordable housing contribution shall be \$500 per residential unit, regardless of unit type, and shall not be subject to indexing or any other increase;
 - ii) the affordable housing contribution is payable for each residential unit in the plan, and shall be collected by the Township, at the time of issuance of a building permit for the unit(s);
 - iii) the affordable housing contribution shall not be payable in respect of any subsequent secondary/accessory units or suites within a single detached, semi-detached or townhouse unit, or in respect of any non-residential development;
 - iv) the affordable housing contributions paid by the Subdivider will be used by the Township toward the capital costs of a planned affordable housing project that is otherwise fully funded and approved, and may be given by the Township to a not-for-profit affordable housing corporation for that purpose or used by the Township to acquire land to be conveyed to such a corporation for that purpose; and
 - v) the payment of the affordable housing contribution by the Subdivider pursuant to this condition shall be in full satisfaction of any and all requirements respecting the contribution to or provision of affordable or social housing in respect of the development of the lands within the plan, and, for greater certainty, the lands shall not be subject to any inclusionary zoning by-law and the Subdivider shall be exempt from any development charge imposed by the Township in respect of affordable or social housing.
52. That, prior to registration, the Subdivider shall enter into an agreement with the Township of Wilmot to implement the study entitled, "Land Use Compatibility and Transportation Noise Assessment, 1265-1299 Waterloo Street, Wilmot, Ontario", or any successor study, authored by Dillon Consulting (October 2024), to the satisfaction of the Township of Wilmot. The agreement may satisfy some conditions of the Region of Waterloo, but will at minimum include:
- a) that Lots 155-158, Lots 175-179, Blocks 233-234, and Blocks 240-241 are assigned a partial Class 4 designation to allow a 5 dBA excess of the Class 2 sound level limits set out by NPC-300.

- b) that development of Blocks 242-243 shall be reviewed by an Acoustical Engineer at the site plan approval stage and/or prior to issuance of a building permit to ensure that building(s) provide effective acoustic shielding from Nachurs Alpine, and any aspects of the buildings themselves, in order to achieve the Class 2 sound level limits at the residential uses north of the Ivan Gingerich Drain.
- c) that, prior to occupancy of any building constructed on Block 242-244 that has been deemed necessary to achieve the acoustic shielding as noted in condition (b) above, an Acoustical Engineer shall verify that the building has been constructed as intended by condition (b) above
- d) for further clarity, the intent of conditions (b) and (c) above is to ensure that upon completion of development of Blocks 242-244, that Class 2 sound level limits are achieved for all residential uses north of the Ivan Gingerich Drain, such that the partial Class 4 designation would no longer need to apply.
- e) should Nachurs Alpine's approved Environmental Compliance Approval (ECA) for noise not reference the partial Class 4 designation before it has been determined that completed development of Blocks 242-244 provides sufficient acoustic shielding to achieve Class 2 sound level limits at the residential uses north of the Ivan Gingerich Drain, the partial Class 4 designation will be revoked.
- f) that the following clause(s) be included in all agreements of Offers of Purchase and Sale, lease/rental agreements and/or condominium designations to the satisfaction of the Township of Wilmot:
 - i) Lots 155-158, 175-179, Blocks 233-234, Block 240 and Block 241, if any building contains residential uses:
 "Purchasers/tenants are advised that due to the proximity Nachurs Alpine, noise from the industry may at times be audible."
 - ii) Lots 155-158, 175-179, Blocks 233-234, Block 240 and Block 241:
 "Purchasers/tenants are advised that sound levels due to Nachurs Alpine are required to comply with sound level limits that are protective of indoor areas and are based on the assumption that windows and exterior doors are closed. This dwelling unit has been supplied with a ventilation/air conditioning system which will allow windows and exterior doors to remain closed."
 - iii) Block 240 and Block 241:
 "Warning: Canadian National Railway Company or its assigns or successors in interest has or have a rights-of-way within 300 metres from the land the subject hereof. There may be alterations to or expansions of the railway facilities on such rights-of-way in the future including the possibility that the railway or its assigns or successors as aforesaid may expand its operations, which expansion may affect the living environment of the residents in the vicinity, notwithstanding the inclusion of any noise and vibration attenuation measures in the design of the development and individual dwelling(s). CNR will not be responsible for any complaints or claims arising from use of such facilities and/or operations on, over or under the aforesaid rights-of-way."

53. That subject to Conditions 1 to 52 herein, the Subdivider shall satisfy all of the conditions of the Region of Waterloo contained in their letter dated September 12, 2025 and included as Attachment "D" to Township report DS 2025-09. The conditions of the Region of Waterloo are deemed to be modified to be "to the satisfaction of the Region of Waterloo and/or the Township of Wilmot" and that any development agreement referenced in the conditions, if

deemed appropriate by the Township of Wilmot and Region of Waterloo, may be with the Township of Wilmot.

54. That prior to release of the plan for registration, the Subdivider will provide the Township of Wilmot with a detailed description of how each condition of draft approval has been satisfied.

Clearances

1. That prior to the signing of the final plan by the Director of Development Services, the Township of Wilmot is to be advised by the Region of Waterloo that Conditions 1-3, 17, 33-34, 41, 43, and 53 have been cleared.
2. That prior to the signing of the final plan by the Director of Development Services, the Township of Wilmot is to be advised by a telecommunications provider that that Conditions 18 and 20 have been carried out to their satisfaction with a brief but complete statement detailing how each condition has been satisfied.
3. That prior to the signing of the final plan by the Director of Development Services, the Township of Wilmot is to be advised by Enova Power that that Conditions 15-17 and 20 have been carried out to their satisfaction with a brief but complete statement detailing how each condition has been satisfied.
4. That prior to the signing of the final plan by the Director of Development Services, the Township of Wilmot is to be advised by Enbridge Gas Inc. that that Conditions 19 and 20 have been carried out to their satisfaction with a brief but complete statement detailing how each condition has been satisfied.
5. That prior to the signing of the final plan by the Director of Development Services, the Township of Wilmot is to be advised by Canada Post that that Conditions 20, 22 and 23 have been carried out to their satisfaction with a brief but complete statement detailing how each condition has been satisfied.
6. That prior to the signing of the final plan by the Director of Development Services, the Township of Wilmot is to be advised by the Canadian National Railway that that Condition 26 has been carried out to their satisfaction with a brief but complete statement detailing how each condition has been satisfied.
7. That prior to the signing of the final plan by the Director of Development Services, the Township of Wilmot is to be advised by the Grand River Conservation Authority. that that Condition 13 has been carried out to their satisfaction with a brief but complete statement detailing how each condition has been satisfied.
8. That prior to the signing of the final plan by the Director of Development Services, the Township of Wilmot is to be advised by the Waterloo Region District School Board that that Condition 24 has been carried out to their satisfaction with a brief but complete statement detailing how each condition has been satisfied.

9. That prior to the signing of the final plan by the Director of Development Services, the Township of Wilmot is to be advised by the Waterloo Catholic District School Board that that Condition 25 has been carried out to their satisfaction with a brief but complete statement detailing how each condition has been satisfied.

Notes:

1. The subdivision plan prepared for registration must be in conformity with Ontario Regulation 43/96 as amended, under the Registry Act.
2. Draft approval will be reviewed by Township Council from time to time to determine whether draft approval should be maintained.
3. It is the responsibility of the owner of this plan to advise the Township of Wilmot Development Services Department of any changes in ownership, agent, address, e-mail and phone number.
4. The Regional Municipality of Waterloo conditions can be satisfied through an agreement. The onus is on the owner to contact Regional staff in writing to request the preparation of such an agreement. A copy of a reference plan showing the lands to be registered that are affected by the agreement and the conditions to be covered by the agreement should be provided. The fees for the preparation and registration of this agreement are made payable to the Regional Municipality of Waterloo, in accordance with Regional By-law 24-052, or any successor thereof.
5. The Subdivider is advised that draft approval is not a commitment by the Township of Wilmot or Regional Municipality of Waterloo to water and wastewater servicing capacity. To secure this commitment, the Subdivider must enter into an "Agreement for Servicing" with the Regional Municipality of Waterloo by requesting that the Region's Planning, Development and Legislative Services Department initiate preparation of the agreement. When sufficient capacity is confirmed by the Region's Commissioner of Transportation and Environmental Services to service the density as defined by the plan to be registered, the Subdivider will be offered an "Agreement for Servicing". This agreement will be time limited and define the servicing commitment by density and use. Should the "Agreement for Servicing" expire prior to plan registration, a new agreement will be required.
6. The Subdivider is to provide the Regional Municipality of Waterloo with two print copies of the proposed plan to be registered along with the written request for a servicing agreement.
7. Prior to final approval, it is the responsibility of the owner to submit a summary package briefly describing how each condition has been satisfied, including copies of the relevant agency clearance letters. The summary package should be submitted with the required plans as outlined in Note 8 below.
8. Together with the submission of the request to release the plan for registration, the owner is required to submit the final file geodatabase and .pdf file representing the plan to be registered.

9. When the survey has been completed and the final plan prepared to satisfy the requirements of the Registry Act, they should be forwarded to the Township in the number, format and specifications required by the Land Registry Office. If the plans comply with the terms of approval, and all conditions have been satisfied the Director of Development Service's signature will be endorsed on the plan and it will be forwarded to the Registry Office for registration.



**Report DS 2029-09
Attachment D: Region of Waterloo
Draft Approval Conditions**

**PLANNING, DEVELOPMENT
AND LEGISLATIVE SERVICES**

150 Frederick Street, 8th Floor
Kitchener ON N2G 4J3 Canada
Telephone: 519-575-4400
TTY: 519-575-4608
Fax: 519-575-4449
www.regionofwaterloo.ca

Matthew Colley
File D18-20/24601

September 12, 2025

Andrew Martin
Manager of Planning
Development Services
60 Snyder's Road West
Baden, ON N3A 1A1

Dear Mr. Martin,

**Re: Regional Conditions of Draft Approval
Plan of Subdivision Application 30T-24601
Cachet Developments (NH) Inc.
Part of Lot 19, South of Snyder's Road
TOWNSHIP OF WILMOT**

The subject lands are 43.07 hectares in size and are located along the west side of Nafziger Road (Regional Road #05), extending approximately 660 metres north of the Canadian National Railway Corridor, with the municipally owned Ivan Gingerich Drain corridor bisecting the site.

The subject lands are designated as Township Urban Area, Designated Greenfield Area and portions are designated Employment Area in the Regional Official Plan (ROP) as per the approval of Regional Official Plan Amendment No.6. on April 11, 2023. The subject lands are currently designated as The Countryside in the Township of Wilmot Official Plan and zoned Agricultural in the Township of Wilmot Zoning By-Law.

The following applications are proposed:

- OPA-01-24 –proposing to amend the Township of Wilmot Official Plan to designated the subject lands as Township Urban Area and Designated Greenfield Area. This also includes site specific designations such as Urban Residential, Urban Core, Site-Specific Light Industrial, and Open Space to facilitate the components of the development.
- ZCA-02-24 –to rezone the lands from Agricultural to the various residential, industrial, and open space zones as required, with site-specific provisions to facilitate the development.

- 30T-24601 – proposing a total of 607 residential units and one six storey multiple residential mixed use building with 60 units; 3 blocks for light industrial use, two parks, and two SWM ponds.

The breakdown of the development includes 212 single detached dwellings, 405 townhouses (townhouses, rear-lane and linked); 50 mixed-use residential, 11.21 hectares of industrial lands; a park and SWM pond.

Regional Staff provide the following conditions of draft approval for File No. 30T-24601

Regional Conditions of Draft Approval

Regional Staff have **no objections** to the approval of Plan of Subdivision 30T-24601 for Cachet Developments (NH) Inc., prepared by Dillon Consulting, Project No. 22-5332 dated September 12, 2025, subject to the following conditions:

- 1) That the Owner agrees to stage and/or phase the development of this plan of subdivision in a manner satisfactory to the Township of Wilmot and the Regional Municipality of Waterloo.
- 2) That prior to final approval, the Owner assign street names to the internal roadways on draft plan of Subdivision 30T-24601 prepared by Dillon Consulting, Project No. 25-5332, dated September 12, 2025 or any further revision, in consultation with the Regional Municipality of Waterloo, to the satisfaction of the Regional Municipality of Waterloo.
- 3) That prior to final approval, the Owner enter into a registered development agreement with the Regional Municipality of Waterloo agreeing to complete a Salt Management Plan (SMP), prior to Site Plan approval, for Block 241, Block 242, Block 243, and Block 244, to the satisfaction of the Regional Municipality of Waterloo.
- 4) That prior to final approval, the road widenings, identified as Block 264 and Block 265 be dedicated on the final plan as a public highway to the Regional Municipality of Waterloo, to the satisfaction of the Regional Municipality of Waterloo.
- 5)
 - a. That prior to final approval, the Owner conveys the required 7.62 metres x 7.62 metres daylight triangle dedications identified at the intersections of Nafziger Road (Regional Road #05) and Street D and Nafziger Road (Regional Road #05) and Street F, to the satisfaction of the Regional Municipality of Waterloo.
 - b. That prior to final approval, the Owner conveys the required 15.0 metres x 15.0 metres daylight triangle dedication identified at the intersection of

Nafziger Road (Regional Road #05) and Street C to the Regional Municipality of Waterloo, to the satisfaction of the Regional Municipality of Waterloo.

- 6)
 - a. That prior to final approval, the Owner submits a preliminary roundabout design and screening analysis and intersection control study prepared by a qualified roundabout design engineer where necessary to the satisfaction of the Regional Municipality of Waterloo for the intersections of Street C and Nafziger Road (Regional Road #05) and Street F and Nafziger Road (Regional Road #05). In the event the analysis for each intersection demonstrates the potential need for additional land to implement a roundabout option or other intersection improvements, the Owner agrees to dedicate such lands to the Regional Municipality of Waterloo, prior to final approval.
 - b. That prior to final approval, the Owner shall provide a functional design and cost estimate for the roundabout or other intersection improvements identified through satisfying Condition 6 a), for the intersections of Street C and Nafziger Road (Regional Road #05) and Street F and Nafziger Road (Regional Road #05), to the satisfaction of the Regional Municipality of Waterloo and Township of Wilmot.
 - c. That prior to final approval, the Owner shall enter into a registered development agreement with the Regional Municipality of Waterloo to secure the letter of credit for the approved functional design of the roundabout option or other intersection improvements of Street C and Nafziger Road (Regional Road #05) and Street F and Nafziger Road (Regional Road #05), to the satisfaction of the Regional Municipality of Waterloo and the Township of Wilmot.
- 7) That prior to final approval, the Owner shall enter into a registered development agreement with the Regional Municipality of Waterloo to grant the Region permission to grade within the subdivision lands as part of any required road improvements to Nafziger Road (Regional Road #05), to the satisfaction of the Regional Municipality of Waterloo.
- 8) That prior to final approval, the Owner shall submit a grading and restoration plan for Nafziger Road (Regional Road #05) to the satisfaction of the Regional Municipality of Waterloo and, if necessary, shall enter into a registered development agreement with the Regional Municipality of Waterloo to provide for implementation of the approved grading and restoration plan.
- 9) That prior to final approval, the Owner shall obtain a Regional Access Permit to close the existing accesses to the property along Nafziger Road (Regional Road #05), to the satisfaction of the Regional Municipality of Waterloo.

- 10) That prior to final approval, the Owner obtains Regional Access Permits for the two proposed municipal street connections to Nafziger Road (Regional Road #05) at Streets C and F, to the satisfaction of the Regional Municipality of Waterloo.
- 11) That prior to final approval, the Owner obtains a Regional Access Permit for the proposed emergency access to Nafziger Road (Regional Road #05) at Street D, to the satisfaction of the Regional Municipality of Waterloo.
- 12) That prior to final approval, the Owner submit a Tree Planting/Removal Plan along the Nafziger Road (Regional Road #05) right-of-way, to the satisfaction of the Regional Municipality of Waterloo and, if necessary, enter into a registered development agreement with the Regional Municipality of Waterloo to provide for implementation of the approved Tree Planting/Removal Plan.
- 13) That prior to final approval, the Owner enter into a registered development agreement with the Regional Municipality of Waterloo to implement the study entitled, "Land Use Compatibility and Transportation Noise Assessment, 1265-1299 Waterloo Street, Wilmot, Ontario", or any successor study, authored by Dillon Consulting (October 2024), to the satisfaction of the Regional Municipality of Waterloo. The agreement shall include:
 - a. That all applicable residential units as identified in the study "Land Use Compatibility and Transportation Noise Assessment, 1265-1299 Waterloo Street, Wilmot, Ontario" (October 2024), or any successor study, are constructed in accordance with the approved AIF/STC rated building components.
 - b. That any residential unit on Lot 1 shall be installed with forced air-ducted ventilation system and central air conditioning.
 - c. That all residential units on Lots 2-4, 155, 176-179, Blocks 227-230 and Blocks 238-241 be installed with forced air-ducted ventilation system suitably sized and design to permit the future installation of central air conditioning.
 - d. That the following clause(s) be included in all agreements of Offers of Purchase and Sale, lease/rental agreements and/or condominium declarations to the satisfaction of the Regional Municipality of Waterloo:

LOT 1

- i. *"This dwelling unit has been supplied with central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the*

sound level limits of the Municipality and the Ministry of the Environment, Conservation and Parks.”

LOTS 2-4, 155, 167-179, BLOCKS 227-230 AND BLOCKS 238-241

- ii. *“This dwelling unit has been designed with the provision for adding central air conditioning at the occupant’s discretion. Installation of central air conditioning by the occupant in low and medium density developments will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the sound level limits of the Municipality and the Ministry of the Environment, Conservation and Parks.”*
 - e. That the Owner provides a Certificate of Compliance from a Professional Engineer qualified to provide acoustical services in the Province of Ontario, indicating that the required noise attenuation measures have been constructed in accordance with the approved study, NPC-300, and the Region’s Implementation Guideline for Noise Policies, to the satisfaction of the Regional Municipality of Waterloo.
- 14) That prior to final approval, the owner/applicant enter into a registered development agreement with the Regional Municipality of Waterloo to complete a detailed Noise Study for Blocks 241-244 prior to Site Plan approval, and to enter into any further supplementary agreement with the Region, as necessary, to implement the recommendations of the study, to the satisfaction of the Regional Municipality of Waterloo and Township of Wilmot.
- 15)
- a. That prior to final approval, the Owner enter into a registered development agreement with the Regional Municipality of Waterloo for the construction of the 2.4 metre by 62 metre noise attenuation wall on the subdivision lands adjacent to Lots 1 through 3 in accordance with the Noise Study entitled, “Land Use Compatibility and Transportation Noise Assessment, 1265-1299 Waterloo Street, Wilmot, Ontario”, authored by Dillon Consulting (October 2024), or any successor study, to the satisfaction of the Regional Municipality of Waterloo.
 - b. That the following clause(s) be included in all agreements of Offers of Purchase and Sale, lease/rental agreements and/or condominium declarations for Lots 1 through 3 to the satisfaction of the Regional Municipality of Waterloo:
 - i. *“The Owner agrees to preserve the function of and to maintain the privately-owned acoustic barrier located upon the lands. The purpose of the barrier is to attenuate noise from Nafziger Road (Regional Road #05). The Owner agrees that the Region, through*

its employees and agents has the right to enter onto the lands to inspect the acoustic barrier. The Owner agrees to repair or, if necessary replace the privately-owned acoustic barrier. Should the Owner fail to repair or replace the barrier upon receipt of a written notice from the Region, as the Region deems necessary, the Owner agrees that the Region may, in its sole discretion, undertake such work upon the expiration of the time set out in the notice. If such work is undertaken by the Region, the Owner hereby agrees to permit entry upon the lands for this purpose and agrees to reimburse the Region fully for all costs of undertaking such work."

- c. That the Owner provides a Certificate of Compliance from a Professional Engineer qualified to provide acoustical services in the Province of Ontario, that prior to construction the proposed noise wall as per Condition 15 a) complies with the approved Study, NPC-300 and the Region's Implementation Guidelines for Noise Policies, to the satisfaction of the Regional Municipality of Waterloo.
- d. That the Owner provides a Certificate of Compliance from a Professional Engineer qualified to provide acoustical services in the Province of Ontario, indicating that the required noise attenuation wall as per Condition 15 a) has been constructed in accordance with the approved Study, NPC-300, and the Region's Implementation Guidelines for Noise Policies, to the satisfaction of the Regional Municipality of Waterloo.

16) That prior to final approval, the Owner

- a. That the Owner enters into an Agreement for Servicing with the Regional Municipality of Waterloo to preserve access to municipal water supply and municipal wastewater treatment services prior to final approval or any agreement for the installation of underground services, whichever occurs first. Where the Owner has already entered into an agreement for the installation of underground servicing with the area municipality, such agreement shall be amended to provide for a Regional Agreement for Servicing prior to registration of any part of the plan. The Regional Commissioner of Transportation and Environmental Services shall advise prior to an Agreement for Servicing that sufficient water supplies and wastewater treatment capacity is available for this plan, or the portion of the plan to be registered.
- b. That the Owner include the following statement in all agreements of lease or purchase and sale that may be entered into pursuant to Section 52 of the Planning Act, prior to the registration of this plan:
 - i. "The lot, lots, block or blocks which are the subject of this agreement of lease or purchase and sale are not yet registered as

a plan of subdivision. The fulfilment of all conditions of draft plan approval, including the commitment of water supply and sewage treatment services thereto by the Region and other authorities, has not yet been completed to permit registration of the plan. Accordingly, the purchaser should be aware that the vendor is making no representation or warranty that the lot, lots, block or blocks which are the subject of this agreement of lease or purchase and sale will have all conditions of draft plan approval satisfied, including the availability of servicing, until the plan is registered."

Notes

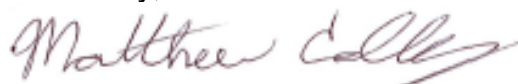
1. Most of the Regional Municipality of Waterloo conditions can be satisfied through an agreement. The onus is on the Owner/Developer to contact Regional staff in writing to request the preparation of such an agreement. A copy of the reference plan showing the lands to be registered that are affected by the agreement and the conditions to be covered by the agreement should be provided. The fees for the preparation and registration of this agreement, payable to the Regional Municipality of Waterloo, are in accordance with the Regional Municipality of Waterloo Fee By-law 24-052, or any successor thereof.
2. The Owner/Developer is advised that draft approval is not a commitment by the Regional Municipality of Waterloo to water and wastewater servicing capacity. To secure this commitment, the Owner/Developer must enter into an "Agreement for Servicing" with the Regional Municipality of Waterloo by requesting that the Region's Planning, Development and Legislative Services Department initiate preparation of the agreement. When sufficient capacity is confirmed by the Region's Commissioner of Transportation and Environmental Services to service the density as defined by the plan to be registered, the owner/Developer will be offered an "Agreement for Servicing". This agreement will be time limited and define the servicing commitment by density and use. Should the "Agreement for Servicing" expire prior to plan registration, a new agreement will be required.

Summary

The Region acknowledges the receipt of the required fees for the proposed draft plan of subdivision application. Additional fees may be incurred as part of satisfying individual draft approval conditions.

Should you have any questions, please do not hesitate to contact the undersigned.

Yours truly,



Matthew Colley, MCIP, RPP
Senior Planner

	<u>RESIDENTIAL LANDS (±28.40ha)</u> <u>SINGLES</u> - 212 UNITS <u>TOWNHOMES</u> - 405 UNITS <u>MUTL-RESIDENTIAL</u> - 50 UNITS
--	---

- COMMUNITY MIXED USE (±14.66ha)

-  **PROPOSED SINGLE DETACHED LOT (212 LOTS)**
- 115 LOTS 9.14m FRONTAGE
- 97 LOTS 11.0m FRONTAGE

- 
- PROPOSED TOWNHOME (405 UNITS)
 - 275 TRADITIONAL TOWNHOUSES
 - 130 REAR-LANE TOWNHOUSES

- 
- PROPOSED MIXED USE BUILDING
-
- (APPROX. 50 UNITS / 96 PARKING
-
- SPACES)

- PROPOSED COMMUNITY MIXED USE
(±11.21ha)

- 
- PROPOSED PARK LANDS
-
- (±2.16ha)

- 
- PROPOSED SIDEWALK

- 
- PROPOSED 3m WIDE
MULTI-USE TRAIL

-
- PROPOSED ROW

- 
- PROPOSED SWM POND

- REGULATED FLOOD HAZARD AREA

SCALE : 1:2500

MAP/DRAWING INFORMATION
THIS DRAWING IS FOR INFORMATION PURPOSES ONLY.
ALL DIMENSIONS AND BOUNDARY INFORMATION SHOULD
BE VERIFIED BY AN O.L.S PRIOR TO CONSTRUCTION.

SOURCE: REGION OF WATERLOO AERIAL PHOTOGRAPHY (2020)

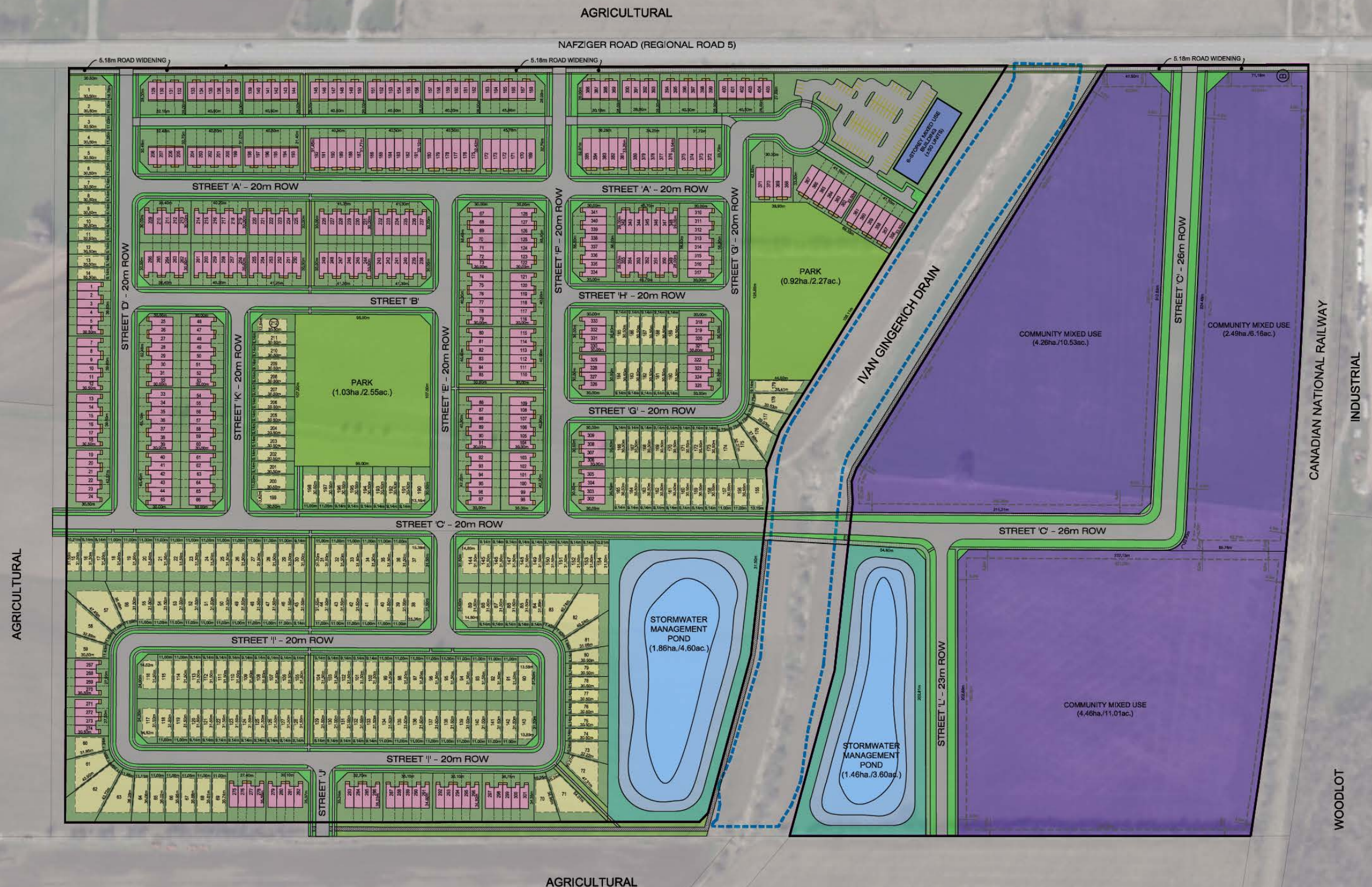
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CHECKED BY: MVM
DESIGNED BY: ESB/JMM

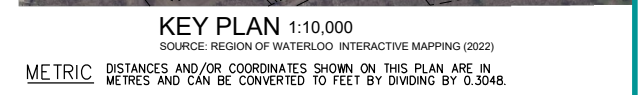
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September, 16, 2025 4:31 PM



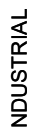
DILLON
CONSULTING

PROJECT: 22-5332
STATUS: DRAFT
DATE: 2005/09/16





NOTES

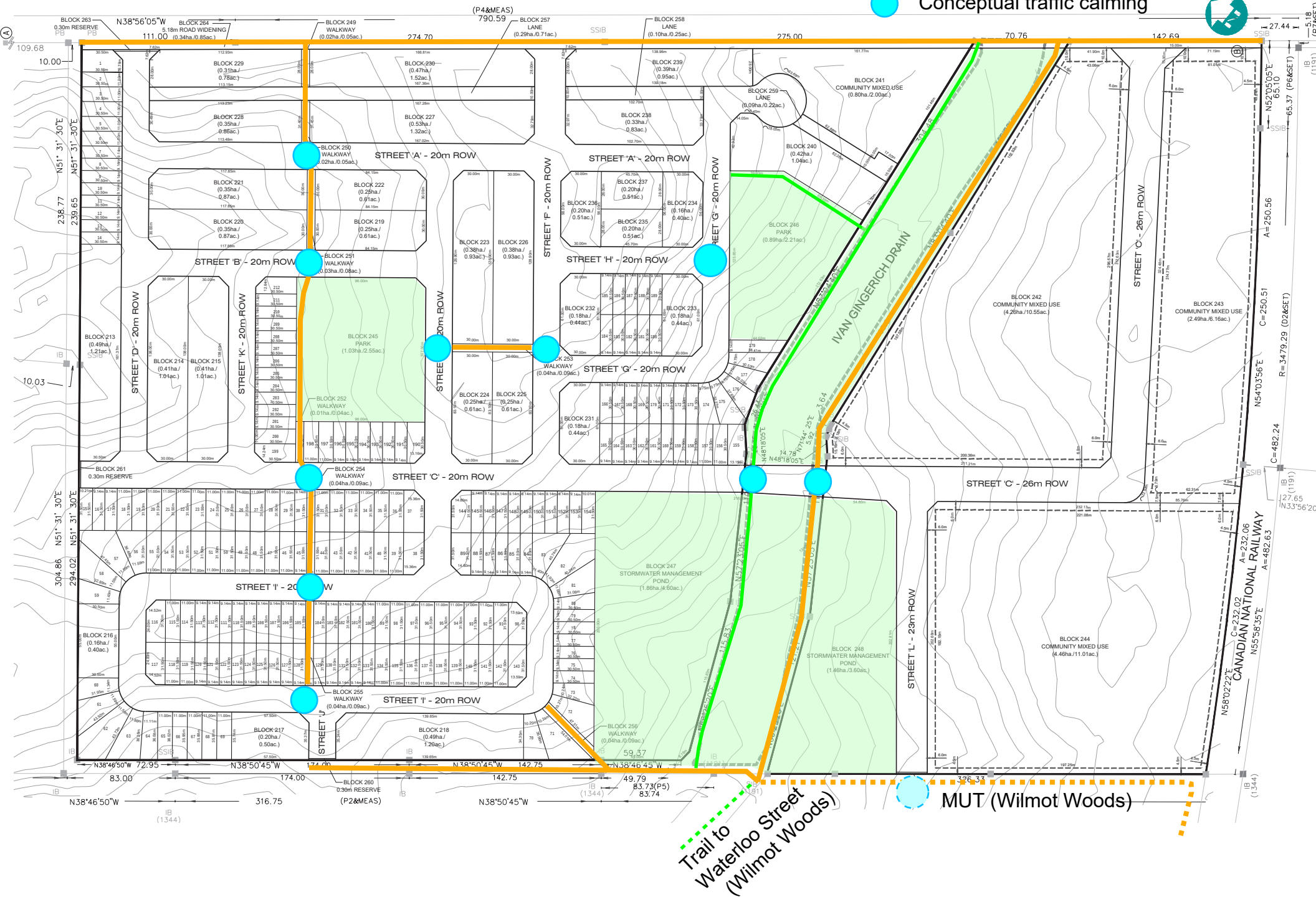


WOODLOT

Sep 22, 2025 - 2:39pm C:\pw working directory\projects 2022\dillon_34jmm\dms72429\22-5332 - Waterloo Street - DPS 25-09-22.dwg

Attachment G: Walkways, Trails and Traffic Calming

- Asphalt MUT
- Stonedust or asphalt trail
- Conceptual traffic calming



Report DS 2025-09-18

Attachment H: Minutes from the Public Meeting and Public Comments

Excerpt from Township of Wilmot Committee of the Whole Minutes from April 7, 2025

Item 6.2

Official Plan Amendment Application 01/24, Draft Plan of Subdivision Application 30T-24601, Zone Change Application 02/24, Nafziger Road, New Hamburg

Councillor S. Cressman declared a conflict of interest on this item and recused from voting.

Manager of Planning and Economic Development, A. Martin, presented the report.

The Committee asked and received a response from staff on the following:

- Clarification on setback requirements from industrial operations in the area and blast radius;
- Clarification of the functional servicing plan for this development; and,
- How costs of servicing this development will be covered.

M. McCarthy of Dillon Consulting Limited, on behalf of the Applicant, addressed the Committee.

The Committee asked and received a response from M. McCarthy on the following:

- Confirmation on number of stories and units proposed in the multi-residential building;
- Whether daycare and senior living are being considered; and,
- What types of commercial businesses and jobs the applicant plans to attract to the employment lands.

The Committee asked and received a response from staff on the following:

- Whether six stories in the multi-residential building poses a fire access issue.

Delegate B. Wolfe addressed the Committee.

Mayor N. Salonen asked if there were any members of the public who wished to address to the Committee.

Pierre Chauvin, of MHBC Planning, addressed the Committee.

There were no further comments from the public.

The Committee requested that more information regarding project phasing be brought forward in future reports.

Mayor N. Salonen declared the public meeting closed at 6:53 p.m.

Moved by:Councillor L. Dunstall

Seconded by:Councillor H. Sidhu

THAT Report DS 2025-04 be received for information.

Motion Carried Unanimously

Official Plan Amendment Application, Subdivision 30T-24601 –
 Questions for Cachet Developments
 Barry Wolfe, [REDACTED]

Delegation to Council,
 April 7, 2025

Good evening, Council,

Preamble

I'm pleased to see representatives from Cachet Developments and Dillon Consultants here tonight. The presentation was very useful in that it provided sample images of potential units that Cachet has in its repertoire. The single-family homes and townhouses that could have 1,500 – 1,600 sq. ft. of living space was reassuring to this citizen. Cachet's receptiveness to investigate suggestions about single-family homes, space between units, accessibility for seniors is encouraging.

I heard somewhere that a viable economy needs to grow at a rate of about 2%. More people into an area, alone, does not a viable economy make. More people **working at a sustainable rate of income** optimizes an economy.

That leads to two questions for me. "Why?", and, "How much?"

Cachet Developments is proposing to add 677 units to Wilmot Township's residential tax base, *plus* a hypothetical employment area to the south. It is my opinion that this 2nd proposal is a much improved version over its MZO related application.

1) Why does Wilmot need another subdivision of micro-sized "units" (not family-sized homes)?

- More units means more tax money. And...
- There is a perceived lack of accommodations in Ontario. But...
- Is there a lack of "units" in Wilmot, or is there a lack of **affordable** family-sized housing in Wilmot?

2) How much do we need? Wilmot's "Development Applications Listings" webpage indicates that the Township has increased capacity already coming on line:

- 18 units at 142 Snyder's Road
- 32 units at 162 Snyder's Road

Official Plan Amendment Application, Subdivision 30T-24601 –
 Questions for Cachet Developments
 Barry Wolfe, [REDACTED]

- 12 units at 164 Waterloo Street
- 6 units at 226 Waterloo Street
- 300-375 units at Michael Myers Road
- 22 back-to-back homes at 53-57 Brubacher Street
- 62 units at 66 Hincks Street
- 97 units at Neville Street
- 14 units at 362 Fairview Street
- 487 to 631 units at 1012 Snyder's Road (in the first phase alone)
- 35 units at 59 Bergey Court
- 526 to 747 units in Wilmot Woods
- Activa is known to have interest next to 1012 Snyder's Road
- And now 677 units on Nafziger Road

This list indicates that we're looking at adding about 2,288 to 2,728 "units" able to enclose somewhere between 5,500 to 11,000 additional residents in Wilmot. That's a growth of about 45% over the present population. The numbers indicate that we should be economically booming! Our budget says otherwise.

3) How much does it cost?

An experienced man once suggested that an affordable home is one where a person could live on their family's income such that they could save for a 10% deposit down on a home purchase, and then afford to pay off the mortgage's combined interest and principal over 25 years maximum – and thus own their own home.

It is my opinion that Wilmot's issue, like the rest of Ontario, is not potential availability of "units", but actual affordability of "family-sized homes".

A post-war (1951) 1 ½-storey home, 1490 sq. ft, 3 bedrooms, 1 ½ baths, finished basement, detached garage on 0.12 acres, sold for about \$12,180. Today, 2025, after inflation, \$12,180 is roughly equivalent to \$123,875, let's say \$125,000.

Official Plan Amendment Application, Subdivision 30T-24601 –
Questions for Cachet Developments
Barry Wolfe, [REDACTED]

That post-war home is selling now in Kitchener for between \$650,000 and \$835,000 depending on location. The cost of an example home in Kitchener has increased in price at 5.2 times greater than the rate of inflation.

It takes a 20% down payment, and payments of \$2,404 per month for a **30-years** term mortgage to buy that \$650,000 home. That means a family needs an annual gross income of \$100,000 to \$120,000 or more depending on other debts and expenses. That same home cost around \$12,179 in 1951 and was easily paid for in less than 20 years – probably with only one source of earned income in the family.

Why is it now almost impossible for a family to buy and then own a family-sized home? I'm not picking on any individual developer, all developers are now the same, but let me give you an example - the Wilmot Woods Subdivision – and the effect land transfers have on home prices.

Wilmot Woods was purchased in 2 sections from the farmers. The northern parcel was sold in 2005 for \$3.1 million, and the southern parcel was sold in 2027 for \$2.54 million to the same developer. In both cases the mortgage was held by the sellers. Thus, the buyer would pay interest on the mortgage to the seller, and the seller would pay rent on the use of the land they used to own but were still farming. Nice trade-off for the developer in that the seller was paying all or part of the principal payments in the form of rent.

The developer then took their subdivision proposal to Wilmot Township, and eventually it was approved in late 2022. Immediately thereafter, on September 20, 2022, the developer placed a \$20 million dollar mortgage, held by a "Capital Corporation", on the now approved for subdivision lands and paid off the mortgage to the original farming sellers.

Land which was valued at about \$5.6 million, was the next day now valued at \$20 million because it was legally "approved for subdivision" development. That's a \$14 million increase just by getting the paperwork approved. That leveraged value provides a lot of room for covering future development costs which will be built-in to the price of each lot.

Official Plan Amendment Application, Subdivision 30T-24601 –
 Questions for Cachet Developments
 Barry Wolfe, [REDACTED]

The developer had listed the approved project for sale early in the year, at a rumoured price of \$80 million, but seems to have received interest in the land, but not at that price. It seems the developer plans to move ahead itself. Which begs the questions;

- *“If the developer assesses the project’s land at \$80 million, what will the effect on house prices be?” and*
- *“How long will it take for Wilmot Woods to have essential infrastructure in place so as to start building and selling units?”, and*
- *“Will a delay in a start for Wilmot Woods delay the planning timeline on Nafziger Road if it gets approvals, given the fact that potable and waste water trunk lines are presently anticipated to run through Wilmot Woods prior to getting to Nafziger?”*

That land today is still undeveloped, but who knows what the passage of time has done to its perceived value. \$25 million, \$30 million? At \$20 million for the entire parcel, divided by the 526 units proposed for the subdivision, each small lot, has a base value at over \$38,000, more than 3 times the price of an entire home on 0.12 acre in 1951.

Of course, it is the developer that puts the final sale price on each lot after inputs including profits. So, before a home is even started, there is the potential for huge costs built into having the dirt ready to build on. So, \$38 - \$50 - \$75 - \$100,000 just for a construction-ready lot. Compare that to raw top-quality farmland prices across the road and one knows why farmland is at risk. It’s about the profit potential.

It appears that the reason the price of a home in 2025 is so disproportionately expensive compared to the post-war period is due in part to the disproportionate price added to the land. There appears to be no agency in our system that can influence that cost. No government has the will to address the way in which developers put prices on land as a factor in making family-sized homes unaffordable to so many.

A friend of mine works for a large construction contractor in Ontario and the word is, “The greatest profit in home building is taken by the developer.” There’s a reason why developers, mostly using other peoples’ money, can live in Mississauga with very large homes and multiple garages for their

Official Plan Amendment Application, Subdivision 30T-24601 –
 Questions for Cachet Developments
 Barry Wolfe, [REDACTED]

multiple vehicles, with artificial ice rinks in their back yards, and who would never deign live in one of the “units” they are marketing.

Buyers in Wilmot are looking for affordable ground-based, family-sized homes with a garage and family-sized yard. They are not looking to be compressed into a warren. I digress.

Density = person/jobs per hectare

A method of calculating population density is the number of person/jobs per hectare.

The development proposals in Wilmot that I listed above indicate a large increase in persons spread out over all our hectares. About a 45% increase.

BUT WHERE ARE THE JOBS?

On the Township’s “Development Applications Listings” webpage I can find three applications that might result in job creation:

- The 73 Hincks Street application does not appear to add any jobs, just changes zoning.
- 430 Snyder’s Road application will add a 4-storey office building and yard work jobs
- A gravel pit – not likely to add new jobs
- Wilmot Employment Lands between Hamilton Road and Nafziger – which are going nowhere so far, and
- Cachet developments on Nafziger Road

I, personally, am supportive of carefully regulated growth. Its good for our economy. It’s good for our community. Developers are an essential component in growth. They need appropriate support, but they also need supervisory controls to direct and regulate their products to meet the wants of their potential customers.

Wilmot’s recent budget process clarified that the Township has an extreme dependency upon residential taxation and is hampered by a disproportionately low amount of commercial and industrial assessment. We need to grow Wilmot’s number of commercial and industrial jobs to bring back a degree of balance!

Official Plan Amendment Application, Subdivision 30T-24601 –
 Questions for Cachet Developments
 Barry Wolfe, [REDACTED]

Cachet's proposal, in my opinion, in spite of its micro-sized "units", has advantages over other proposals in the list in that it **potentially** provides for jobs. Density is calculated by person/jobs per hectare. The Cachet proposal does not yet describe density targets, but other listed applications only provide for persons in homes, not jobs in buildings. **Cachet has the potential to be a person/jobs application. If they are directed to develop them during subsequent discussions with the Township.**

The Cachet application does not yet describe future land ownership in the **employment lands** area after residential units are built. Being a cynic at times, I'm led to conclude that, unless compelled, these **employment lands** will stay underdeveloped, remain vacant, be sold later, or donated to the Township for a tax receipt. The Township is not yet in the land development business.

There is the possible suspicion that a developer will come in, build the housing units, take the money, and cut-and-run. There is the suspicion that the southern lands, being separated from the northern portion by the drain, and difficult to amalgamate into a cohesive development of housing, and being closer to the railway and industrial zones to the south, how to use them became problematic.

There's an easy solution for a designer. Rename the problem so that it is redefined as a solution. Tariffs aren't taxes. Tariffs are income. The **employment lands** label is a shiny bauble on a sketch diagram with no value to Wilmot Township unless they are developed.

I am supportive of the much-improved Cachet development proposal – BUT with caveats that regulate its evolution into reality.

1. There need to be a) "family-sized homes", and b) "affordable housing" factors applied to this development. More units that are too small for families, or too expensive are superfluous to this "ground-based" municipality. [The term, "ground-based", was used by Cachet Developments in its previous application that was withdrawn, as rational for why people wanted to move to Wilmot. Thus, affordable, ground-based housing needs to be a foundational principle in this application.]

Official Plan Amendment Application, Subdivision 30T-24601 –
 Questions for Cachet Developments
 Barry Wolfe, [REDACTED]

2. The installation of potable and waste water trunk lines will be totally paid upfront by Cachet. In any case where the lines do not come in cross-country from Wilmot Woods, such as south along Nafziger from the Steinman corner, or north along Nafziger from the east-west lines at Benders' Shops, and if there is any differential in flow rates assigned to future development, then Cachet pays for the full costs up-front, and will be retro-actively compensated by the Township out of future development charges paid by future users.
3. The Region needs to install a round-about, which accommodates 63' semi-tractor trailers, at the Nafziger/Steinman church corner before development commences. There will be increased traffic flow south from Wellesley, from Wilmot Woods, and from 1012 Snyder's Road. There are no jobs in Wilmot for all these people. Therefore, they will be driving toward Stratford or K-W via highway 7, and Nafziger is the easiest access route.
4. The Region needs to install round-abouts at Cachet's two exits onto Nafziger, OR, there needs to be provision of turning lanes for traffic exiting or entering Cachet's development onto Nafziger.
5. The Region and Province need to construct an overhead interchange at Nafziger and highway #7 that provides Nafziger with an overhead route across highway #7 to the south side.
6. As a condition of subdivision approval, the developer and Wilmot Township will negotiate a staged plan for development such that it **may proceed in six stages**. It must be a staged development, with first things first.
 - a) All infrastructure services must be installed: potable, waste, etc. in the proposed **employment lands** simultaneously to these services being installed in the **residential blocks**.
 - b) Cachet may construct 200 units in the residential portion during phase one.
 - c) Cachet must construct buildings in the **employment lands** that provide for at least 50 jobs in phase two.
 - d) Cachet may then, and only then, construct 200 more residential units in phase three.
 - e) Cachet then must construct buildings in the **employment lands** that provide for an additional 50 jobs to total at least 100 jobs in phase four.

Official Plan Amendment Application, Subdivision 30T-24601 –
 Questions for Cachet Developments
 Barry Wolfe, [REDACTED]

- f) Cachet may then, and only then, construct 200 more residential units in phase five.
- g) The blue, apartment building may be built only after the first five phases are fulfilled. This is phase six. The apartment building will be limited to 4-storeys so as to comply with parking limitations. Cachet, with cohort developers, is encouraged to make connections with medical schools, for example, to get prospective general practitioners and registered nurses lined up to practice, after they graduate, on the ground floor of the apartment building.

This development will be adding somewhere between 1,500 to 3,000 more residents to this area. We are underserved for family practice care in Wilmot. Cachet will be contributing to an increase of the problem.

Cachet, and fellow developers needs to accept responsibility to be part of the solution. Cachet is encouraged to develop relationships with other developers in the area (Wilmot Woods, 1012 Snyder's Road, etc.) to coordinate plans, and share costs, for providing space in their developments for these essential services. If they build it, they can provide incentives to practitioners to local here, and provide incentives for "group practices" to buy space in their developments.

A development that includes solutions to existing problems (how to put medical services in place) can be a model to other development corporations of how they can be "good stewards" for "the public good". This participatory role in the beneficial growth of a community can be excellent advertising P.R. and rationale in future projects elsewhere.

Malum consilium est, quod mutari no potest.
"It is a bad plan that cannot be changed".

Below are 35 questions and 5 bolded statements previously submitted, and still awaiting responses.

Official Plan Amendment Application, Subdivision 30T-24601 –
 Questions for Cachet Developments
 Barry Wolfe, [REDACTED]

I'd like to publicly thank Andrew Martin for the time he spent with me last Friday. He was approachable and personable. He was forthright, comprehensive and expansive in his answers to my questions, and professional in his comments to my opinionated observations as a citizen. "Thank you, Andrew!"

Respectfully submitted,
 Barry Wolfe, [REDACTED]

If Cachet Developments is willing to take the time to respond to these questions, it may simply use a **different colour font** and fill in responses below each item and return the package to the Wilmot Clerk.

35 questions and 5 **bolded** statements.

- 1) The attachment "*Conceptual Development Plan*" has a label key indicating, by colour, the types of structures that are proposed:

Yellow: 212 single detached units:

- i) 115 lots with 9.14 m frontage
- ii) 97 lots with 11.0 m frontage

Pink: 405 townhomes:

- i) 257 traditional townhouses
- ii) 130 real-lane townhomes
- iii) 18 linked townhomes

Blue: 1 six-storey, multi-unit apartment building

- i) 60 units / 10 units per storey / 90 parking spaces are required but only 75 off-street parking spaces are provided.

677 units are proposed in this development.

- a) What is the habitable interior square footage of the units on a 9.14m frontage?
- b) How many residents can occupy the space in each of the 9.14m units?
- c) What is the habitable interior square footage of the units on a 11.0 m frontage?
- d) How many residents can occupy the space in each of the 11.0 m units?

Official Plan Amendment Application, Subdivision 30T-24601 –
 Questions for Cachet Developments
 Barry Wolfe, [REDACTED]

- e) How many residents can occupy the space in each of the 257 traditional townhouses?
 - f) How many residents can occupy the space in each of the 130 rear-lane townhouses?
 - g) How many residents can occupy the space in each of the 18 linked townhouses?
 - h) How many residents can occupy the space in each of the 257 traditional townhouses?
 - i) What is the habitable interior square footage of each unit in the 6-storey multi-unit building?
 - j) How many residents can occupy the space in each unit in the multi-unit apartment building?
 - k) What is the proposed total occupancy in the 677 units?
- 2) The 130 rear-lane units are found in blocks 214, 215, 219, 220, 221, 222, 223, 224, 225 and 226.
 There are 21 units in each of block 214 and 215, which back onto each other across a “lane”.
 There are 29 units in blocks 219 and 220, which back onto 29 units in blocks 221 and 222 across a “lane”.
 There are 31 units in blocks 223 and 224, which back onto 31 units in blocks 225 and 226 across a “lane”.
 There are 11 units in block 235 which back onto 11 units in block 235, both of which butt up to 8 units in block 234 across a “lane”.
- l) What is the width of the lane running behind each of these blocks of units?
 - m) What is the demarcation to indicate the boundary line at the rear of each of these units, a fence for example?
 - n) These long narrow “lanes” have the potential to becoming security risks. What mitigating factors is the developer designing into these laneway routes to reduce “problematic” behaviours? (Ex: lighting, fencing, etc.?)
- 3) It can be anticipated that 617 units will be individually owned by the occupants. The 6-storey multi-unit apartment building has no described ownership proposal.
- o) Who will own the building and assume “landlord” responsibilities?

Official Plan Amendment Application, Subdivision 30T-24601 –
 Questions for Cachet Developments
 Barry Wolfe, [REDACTED]

- p) Will it be owned by Cachet Developments, and managed by it?
 - q) Will it be sold to an investor who will manage it?
 - r) The 60-unit apartment building provides only 75 of the required 90 parking spaces. Will the Township require that this building be a maximum of 4-storeys, with elevators, so as to facilitate sufficient parking spaces and to fit the ambiance of Wilmot as a “ground-based” municipality?
- 4) It is anticipated that the Region will be shifting to large waste bin-type containers for garbage and blue-box collection.
- s) Will the garages in the 617 units be large enough to accommodate a vehicle and 2 large waste bins? (bicycles, shovels, etc.)
 - t) Will there be conditions placed on this developer to ensure that waste bins are not left outside or in front of units?
 - u) What are the design specifications imposed by the Township on the multi-unit apartment building such that waste bins are inconspicuous and sanitary to prevent rats?
- 5) It can be reasonably predicted that the occupancy of this 43.07 hectares (with 677 units) could be somewhere between 1,300 and 2,700 people. The residential development could be fully occupied before any nearby employment opportunities might evolve. That’s lot of vehicles leaving and returning to the development.
- v) Nafziger is a busy route for people from Wellesley and between to access highway #7. It is a busy route for users of the Recreation Centre across the road. The attachment was vague about traffic flow. Has a traffic study been completed and approved for this development?
 - w) Is the developer is proposing to widen Nafziger Road for the extent of its development only, (and then turn the land over to the Region? Or, is the developer planning to just provide two access roads and leave the traffic problem onto Nafziger up to the Region?
 - x) Will Nafziger be a 3-lane route with a central turning lane into and out of the development?
 - y) Will there be turning lanes at the entrances to streets C, D, and F?
 - z) Is snow clearing within the development the responsibility of the Township, the Region, or the occupants?

Official Plan Amendment Application, Subdivision 30T-24601 –
 Questions for Cachet Developments
 Barry Wolfe, [REDACTED]

- aa) How is the **snow** cleared from the rear of the rear-lane town houses along the private lane?
 - Where is the snow then deposited?
 - If the snow is piled somewhere how is potential salt leakage from plowed snow remediated for environmental purposes?
 - bb) Is there street lighting provided for security along all roadways and the back lanes?
 - cc) Who is paying to provide play equipment in the parks?
 - dd) Will there be boundary delineations around the outside perimeter of the development in the form of fencing or barrier landscaping?
- 6) It's about the money.
- ee) What is the sewage and potable water capacity of Wilmot, and has this development been calculated into the future needs of Wilmot given the existing capacities?
 - ff) Who is paying to install waste water lines from this development into New Hamburg for processing?
 - gg) Who is paying for the potable water lines from Baden?
 - hh) What are the development charges amounts payable to Wilmot Township over the various development phases?
 - ii) Have the land owners down-stream along the Gingerich drain been consulted about overflow from the two storm management ponds and any future financial risks, given that Wilmot has a history of dumping water flow problems' costs onto down-stream land owners?

As a resident of Wilmot, I am in favour of planned **development that is compatible with the “ground-based” ambiance** of the Township.

The Township needs housing that is compatible with the area, and is affordable. There is no **“affordable” criteria** imposed on the developer. There needs to be.

The **employment lands** must be developed and occupied to provide jobs to the person/job density calculation.

Any apartment building must be **limited to 4-storeys** and have multiple elevators with family medical practitioners on the ground floor.

Official Plan Amendment Application, Subdivision 30T-24601 –
Questions for Cachet Developments
Barry Wolfe, [REDACTED]

Landscaping (trees, shrubs, berms) needs to be a requirement along the full extent of the development as a visual transition between the extensive row of buildings and Nafziger Road.

Page 4 of Report DS-2025-04 anticipates additional comments at the April 7th public meeting. Mine are in the form of a background introduction and 34 questions and 5 bolded statements. In a municipality that formally espouses transparency and accountability, it is reasonable to expect answers – “**...a summary of all comments received and how they have been addressed**”.

Respectfully submitted,

Barry Wolfe,
[REDACTED]

From: [Kevin Thomason](#)
To: [Natasha Salonen](#); [Council](#)
Cc: [Harold O'Krafka](#); [Andrew Martin](#); [Greg Clark](#); [Clerks](#)
Subject: Cachet Development Proposal
Date: April 7, 2025 5:59:53 PM

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.

Good evening Mayor Salonen and Wilmot Councillors,

Being one of the citizens who helped to lead the community response against the previous Cachet Development Ministerial Zoning Order (MZO) request in 2021 that sought to bypass proper planning processes, it is good to see this current proposal from Cachet coming forward through the proper development processes.

I had a good meeting with Wilmot Planning Staff last week and there are some improvements that deserve recognition such as:

- halving the density and number of units from over 4,000 people and jobs to now about 1,800 people (though the industrial/commercial lands are yet to be determined) that is perhaps more compatible with the surrounding rural community than a field full of 6 storey buildings.
- the addition of some parkland/greenspace that was absent from the last proposal,
- the removal of misleading things such as the proposed GO Train station despite never having ever spoken to Metrolinx,
However, there are still some very significant concerns that need to be addressed and more clearly understood;
- this single 46 acre development stands to increase the population of New Hamburg by 10% with dense Milton and Mississauga-like development not previously seen in Wilmot Township,
- the addition of commercial and potential retail could have adverse impacts on downtown New Hamburg and other existing commercial areas,
- better understanding the parking options and if parking is sufficient to meet rural demands where little public transit is available (and how better to facilitate/encourage transit as well as active transportation in this development),
- the traffic studies are totally insufficient and do not take into account any potential traffic from the 770 acre industrial mega-site or the Wilmot Industrial Park despite such close proximity and sharing the same main arterial road. Also, if roundabouts are the preferred traffic recommendations from the traffic reports and financial costing then why aren't they shown on any of the site plans/drawings?
- how will Wilmot meet its commitment to half GreenHouse Gases (GHG) by 50% by 2030 and 80% by 2050 by approving this development and adding thousands of people to its

population?,

- how can there be absolutely no consideration of Natures Alpine chemical plant this development is being built directly adjacent too? The single reference in hundreds and hundreds of pages of studies simply talks about noise decibels and odours - not the significant concerns raised in the past by citizens and Natures Alpine staff themselves about development in close proximity and the spectacular incidents and evacuations that have made global headlines in other communities.

If there is absolutely no risk then assure the public by stating this in the reports. The complete omission of any evacuation plan or proper mention of this facility only makes it look like the developer is trying to hide things and raises public concerns as well as suspicions. It will be very important to understand the Wilmot Fire Department's opinion on this development proposal.

I understand that tonight's report is just being brought forward for information only and I look forward to the chance to learn more and provide more feedback in the weeks ahead.

Please share any questions or ideas.

Cheers,
Kevin.

Kevin Thomason
Vice-Chair, Grand River Environmental Network

From: [Tyler Struyk](#)
To: [Andrew Martin](#)
Subject: Re: Traffic on Cachet
Date: May 5, 2025 11:38:38 AM
Attachments: [_____](#)

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.

Hi Andrew,

I watched the entire April 7th council meeting and read the traffic report. I was very impressed with how detailed the report was. Please bear with me; parts were confusing, and I may have missed some covered points.

What I want to see is

- All subdivisions west of Nafzinger Rd are connected to Waterloo St.
- All subdivisions east of Nafzinger Rd are connected to Snyder's Rd
- No subdivision connecting directly with Nafzinger.

If it has to be connected

- I only want 1, 4-way intersection at Street C (just north of the railroad tracks).
 - I picture the north of the intersection as 70-80km/hr, with the south as 50-60km/hr, with future pedestrian traffic.

Problems with Assessment

- This included the impact of three roads and one road intersecting Nafzinger. There was no proposal for roads connecting the subdivision to Waterloo St., and zero roads connected to Nafzinger.
- The study included the effect of this subdivision and the subdivision across the street. It did not include the future implications for other regional developments, such as the expansion in Wellesley.
- The study recommends expanding and adding additional turning lanes, which would cost millions. This would be taxpayers' money. If the subdivision connects to Waterloo Street, there will be no extra cost (it is planned to connect to that street).
- With the proposed future expansion on the east side of Nafzinger Rd, the realistic speed limit is 50 km/hr (it will first be set at 60km/hr, but residents will complain, and it will be lowered to 50km/hr).
- Heavy truck traffic. I run Nafzinger from Snyder to the Complex multiple times a week at different times daily. It takes me 5-7 minutes to run that stretch. Other than weekends, I pass at least 5 18-wheelers each time. For the report to count only 21 heavy in from 3 pm to 6 pm, it cannot be an accurate daily count. Also, the report says 24 heavy vehicles turn east on Snyder's each morning. Those are school buses.
- This does not include the impact of the future on-ramps at Hwy 7/8 and Nafzinger, which may increase or decrease traffic.

Cost: If you are going to modify Nafzinger Rd, you will probably add bike lanes, which are not included.

The community wants Snyder's and Waterloo Street to be slower, while keeping Nafzinger quick. Adding roads to them, while not modifying Nafzinger, would accomplish this.

Once again, Nafzinger is an artery. This subdivision's intersections are clamping the vein. The restriction of blood flow is minimal with this one subdivision. However, it has future implications. The community will be much better off without clamps at all.

Tyler Struyk



FIRE SERVICES

Staff Report

REPORT NO: FS-2025-03
 TO: Committee of the Whole on *October 6, 2025*
 SUBMITTED BY: Rod Leeson, Fire Chief
 PREPARED BY: Rod Leeson, Fire Chief
 REVIEWED BY: Jeff Willmer, Chief Administrative Officer
 DATE: 2025-09-26
 SUBJECT: Replacement Aerial Apparatus Station 3 New Hamburg

RECOMMENDATION:

THAT Report FS-2025-03 Replacement Aerial Apparatus Station 3 New Hamburg be received for information; and,

THAT Council immediately convenes a Special Council Meeting at the conclusion of this meeting to:

- Authorize the purchase of a KME 100 ft Aerial apparatus be approved through a Canoe Procurement agreement from Dependable Truck-Tank & Emergency Vehicles; and,
- Approve an allocation of \$2,080,000 net of HST to be pre-approved as part of the 2026 budget for the purpose of acquiring the KME 100 ft Aerial apparatus, and,
- consider By-law 2025-63, being a by-law to authorize the Mayor and the Clerk to enter into an agreement with Dependable Truck-Tank & Emergency Vehicles for the supply and delivery of the aerial apparatus.

SUMMARY:

This report outlines the urgent need to replace Aerial 639, currently stationed at Station 3 in New Hamburg. The apparatus is 26 years old and significantly exceeds its recommended service life. A unique and timely opportunity has arisen to purchase a stock-built 100-foot aerial apparatus that meets operational requirements, fits within the existing station, and offers significant cost savings. Pre-budget approval will allow the Township to secure this apparatus for delivery in 2026, avoiding extended procurement delays and ensuring continued public safety.

BACKGROUND:

The 2020 Fire Master Plan, approved by Council, identified the need to replace Aerial 639 and increase ladder length from 75-feet to 100-feet. A design committee was formed to establish specifications based on community risk, operational needs, and anticipated growth. These

specifications align with NFPA 1901, NFPA 1720, and CAN/ULC S515 standards. The Township's Establishing and Regulating By-law (2021) recommends a 20-year replacement cycle for aerial apparatus. Development charges have been implemented to offset the cost difference between a 75-foot and 100-foot aerial.

Following consultation with a former Wilmot Fire Chief and members of the local Heritage Brigade, it has been confirmed that the Wilmot Fire Department has operated an aerial apparatus since 1989. Anecdotal evidence suggest that an aerial apparatus may have been in service prior to that year; however, this cannot be definitively verified.

Historical records indicate that a 100-ft aerial ladder truck was previously acquired as a used unit. While it initially met operational requirements, it was ultimately retired due to escalating maintenance costs and prolonged periods of downtime. These challenges highlighted the limitations of purchasing used aerial apparatus, which proved to be financially and operationally unsustainable for the Township.

The Township's current aerial apparatus was acquired as a stock model. At the time of procurement, a 100-foot aerial unit was not available, resulting in the selection of a 75-foot model. This apparatus has provided reliable service to the community for approximately 26 years, demonstrating both durability and operational effectiveness.

Given its age and the evolving demands of emergency response within the Township, the continued use of this unit highlights the critical need for investment in a replacement that meets contemporary standards and aligns with the long-term strategic objectives of Wilmot's emergency services. Upgrading to a modern 100-foot aerial apparatus will enhance operational capabilities, improve firefighter safety, and ensure the Township remains well-equipped to respond to complex emergencies over the next 20 years.

Within Waterloo Region, all municipal fire departments – excluding North Dumfries – currently operate 100-foot aerial apparatus as part of their frontline fleet. North Dumfries is engaged in planning for the acquisition of an aerial unit, with the purchase anticipated within the next few years.

REPORT:

Operational Considerations

The proposed 100-foot aerial will fit within the existing Station 3, with minor spatial adjustments to the parking area. Station 3 personnel support this interim solution until the new station is constructed despite what will become significantly reduced space within the apparatus bay. The aerial meets Fire Underwriters Survey (FUS) criteria for medium-hazard communities and supports the Township's insurance grading. The apparatus will be equipped to handle elevated operations, rescue scenarios, and exposure control in denser and taller developments.

Procurement Opportunity

A stock-built KME 100-foot aerial will be available for purchase in October 2025 through the Canoe Procurement Group, which satisfies the Township's procurement policies. The apparatus meets all design specifications, is competitively priced, and can be delivered in 2026. Purchasing new ensures full warranty coverage, compliance with current safety standards, and a full-service life.

Used Apparatus Considerations

The post-COVID market for used aerials aerial apparatus has become increasingly volatile, characterized by inflated prices, limited availability, and elevated maintenance and safety risks. Many used units lack warranties and may not meet current operating standards.

Historically, the used apparatus market offered reasonably priced units, typically 10-years or older, providing good value. However, fire departments are now retaining their aerials longer, significantly reducing the supply of quality used apparatus. Additionally, manufacturers are experiencing production delays of up to four years for new apparatus, further straining the market.

These factors have led to increased costs and reduced reliability in the used apparatus market. Delaying replacement may result in higher long-term expenses and limited access to suitable units.

Aerial Apparatus Requirements

In accordance with Fire Underwriters Survey (FUS) and National Fire Protection Association (NFPA) standards, communities with buildings exceeding three storeys (10.7 metres / 35 feet) or requiring a basic fire flow greater than 15,000 LPM (3,300 IGPM) should be equipped with an aerial apparatus. This applies regardless of sprinkler protection.

The required aerial height is determined by the tallest building in the community. While FUS does not account for building setbacks in height calculations, manufacturers provide guidance considering factors such as:

- Building setbacks
- Collapse zones
- Defensive operations
- Exposure control
- Rescue requirements

NFPA standards, widely adopted across Canada and by the Ontario Fire Marshal, guide fire department operations, including training, equipment procurement, and health & safety.

The NFPA Fire Protection Handbook (20th Edition) outlines minimum apparatus and staffing requirements by occupancy type for suppression events:

High-Hazard Occupancies (Urban Setting) (e.g., hospitals, schools, high-rises):

- 4 pumpers
- 2 aerials
- 2 Chief Officers
- 24 firefighters minimum (per station)

Medium-Hazard Occupancies (Urban Setting) (e.g., apartments, offices, mercantile):

- 3 pumpers
- 1 aerial
- 1 Chief Officer
- 16 firefighters minimum (per station)

Low-Hazard Occupancies (Urban Setting) (e.g., single-family homes, small businesses):

- 2 pumpers
- 1 aerial
- 1 Chief Officer
- 12 firefighters minimum (per station)

Based on these criteria, Wilmot Township qualifies as a Medium-Hazard community and requires one aerial apparatus.

Additional considerations include:

- Firefighting assumptions
- Community expectations
- Planning and zoning
- Water supply adequacy

The Fire Chief should be consulted during planning and development processes to ensure alignment with the community risk profile and the current service delivery model (E&R Bylaw). Recommendations to Council are based on complete and accurate information provided during these consultations.

Key Financial Implications

- The proposed purchase price of \$2,080,000 net of HST is significantly lower than current market estimates for similar apparatus and no risk of tariffs.
- A formal procurement process for a 100-foot aerial is projected to cost between \$2.3 million and \$2.6 million, with a deliver delay of 2 to 4 years.
- A 75-foot aerial would cost between \$2.1 million and \$2.3 million, also with a 2-to-4-year delay and would offer no financial savings.
- Should Council decide against the acquisition of a 100-ft aerial apparatus, as identified in the Council approved Fire Master plan, the Township would forfeit eligibility for the Development Charges (DC) funding, thereby foregoing the opportunity to leverage this capital financing mechanism.

Strategic Timing

- The current opportunity allows the Township to avoid future cost escalations and secure timely delivery, ensuring operational readiness.
- Delaying the purchase could result in higher costs and extended lead times, impacting service delivery and insurance grading.

Long-Term Savings

- Timely replacement of aging apparatus contributes to lower maintenance costs and supports the Township's insurance grading, which can have a broader financial benefit for the community.

Conclusion

This purchase presents a unique and time-sensitive opportunity for the Township to acquire a critical piece of firefighting equipment at a favourable price, while minimizing future financial and operational risks. It is recommended that Council approve the proposed investment to ensure continued excellence in fire protection services and responsible fiscal management.

Standards Referenced:

- National Fire Protection Association (NFPA) 1901 Standard for Automobile Fire Fighting Apparatus
- Occupational Health & Safety Act and Ontario Regulation 714/94 - Firefighters - Protective Equipment Regulation
- CAN/ULC S515 Standard for Automobile Firefighting Apparatus

ALIGNMENT WITH THE TOWNSHIP OF WILMOT STRATEGIC PLAN:

Healthy Community

FINANCIAL CONSIDERATIONS:

The Township of Wilmot has the opportunity to secure the purchase of an aerial apparatus, through a first right of refusal agreement with Dependable Truck-Tank & Emergency Vehicles, at a cost of \$2,080,000 net of HST. This agreement is set to expire on Tuesday, October 7, 2025.

To exercise this right, a non-refundable deposit of \$100,000 is required by October 7, 2025. This deposit would be funded through Development Charges (DC) Funding.

The remaining balance of the apparatus cost would be incorporated into the 2026 Budget.

It is important to note that multiple fire departments have expressed strong interest in this apparatus. Should the Township choose not to proceed, negotiations with other municipalities will commence immediately following the expiration of our agreement.

ATTACHMENTS:

N/A



INFRASTRUCTURE SERVICES

Staff Report

REPORT NO:	IS-2025-40
TO:	Committee of the Whole on <i>October 6 2025</i>
SUBMITTED BY:	Ken VanderWal, Acting Director of Infrastructure Services
PREPARED BY:	Ken VanderWal, Acting Director of Infrastructure Services Autumn Hergott, Operations Technician
REVIEWED BY:	Jeff Willmer, Chief Administrative Officer
DATE:	September 24, 2025
SUBJECT:	Decorative Crosswalk Policy & Delegated Authority Request

RECOMMENDATION:

THAT Report IS-2025-40, Veterans Decorative Crosswalk and Delegated Authority Request be received for information; and

THAT Council approve the proposed Decorative Crosswalk Policy.

THAT Council provide delegated authority to CAO and/or Director of Infrastructure Services to enter into agreements with the Region of Waterloo and the Canadian Legion Branch 532 for the proposed Veterans Decorative Crosswalk.

SUMMARY:

Staff were directed to work with the Royal Canadian Legion for the installation of a Decorative Crosswalk in 2025. This installation was subject to agreements on funding as well as an agreement with the Region of Waterloo as the placement is proposed on a Regional Road.

Through investigations and discussions with the Royal Canadian Legion representative the costs associated with the proposed crosswalk were unacceptable and it was requested to investigate a more cost-effective solution for 2026.

Staff are still desirous to get the draft agreements and Policy Framework approved to allow staff to efficiently work with the Royal Canadian Legion as well as any future crosswalk requests that may be received.

Staff recommend approval of a policy on the installation of Decorative Crosswalks.

BACKGROUND:

Pursuant to a Council Resolution dated November 4, 2024, in February of 2025 Staff presented a report to Committee of the Whole IS-2025-03 for the installation of a decorative Veterans Crosswalk on Huron Street near the New Hamburg Cenotaph.

At that time, it was noted that Huron Street is a Regional Right-of-Way and that currently the Region does not permit these installations on Regional Roads, however with the growing desire to see more of these, a framework is being developed that would permit these installations.

Per the direction provided, Staff are to present to Council a Policy on the installation of Decorative Crosswalks, as well as draft agreements with the Region of Waterloo, as well as any potential person or group desiring a Decorative Crosswalk, to ensure the crosswalks can be maintained and that there is not an additional financial burden on the Taxpayers of the Township of Wilmot.

Staff received official support from the Royal Canadian Legion Branch 532 (New Hamburg) on July 4, 2025, along with a representative contact.

REPORT:

Following the Council direction, Staff have been in communication with the Royal Canadian Legion as well as suppliers for the proposed Crosswalk. The preferred design is a proprietary design by Gentem Incorporated who provide pavement markings.

Staff received a quotation from the supplier of this proprietary design at \$9,519.12 exclusive of taxes for a custom Thermoplastic Crosswalk design. Staff followed up with discussions with the representative for the Legion who indicated they would not be in support of the costs as provided.

Staff advised that we are willing to work with the Legion to use the Legion design as available on the website to create the most cost-effective design. The Legion indicated a desire to have the installation moved to 2026 to allow for a new design alternative.

Based on the current policy as drafted, costs for installation are estimated as follows:

Thermoplastic Materials	\$9,519.12
Installation (estimate)	\$2,500.00
Sub-Total	\$12,019.12
Securities for Repair/Removal	\$6,009.56
Total (estimate)	\$18,028.68

Staff have subsequently surveyed the location of the proposed crosswalk to review the costing for the alternative design per the Royal Canadian Legion which would be stencilled over a standard crosswalk for a much more economical design option.

To continue with the project, staff are seeking delegated authority to enter into agreements with the Region of Waterloo and any interested Individuals, community groups, or organizations for the installation of Decorative crosswalks.

Per the Policy

All decorative designs shall be subject to Council Approval. Council reserves the right to approve or deny any application and may modify or remove any existing crosswalk

treatments at any time without reimbursement to the applicant for fees associated with the application.

The delegated Authority will not remove the approval from Council but will allow staff to streamline the agreements and collecting of funds pursuant to approved crosswalks.

ALIGNMENT WITH THE TOWNSHIP OF WILMOT STRATEGIC PLAN:

Healthy Community

- Strengthen relationships with community groups by developing partnership agreements that include clear and consistent policies, processes, roles, and responsibilities.

FINANCIAL CONSIDERATIONS:

Per the attached Policy, all costs associated with Decorative Crosswalks shall be the responsibility of the interested Individuals, community groups, or organizations including a 50% security for repair or removal.

ATTACHMENTS:

Draft Policy

Draft Funds Contribution Agreement

Draft Agreement Region of Waterloo

Genten Inc Crosswalk

Legion Crosswalk



Corporate Policy Manual

Section: Council

Title: Decorative Crosswalks Policy

Policy Number:

Approved by: Council

Administered by: Infrastructure Services

Effective:

POLICY STATEMENT

This policy establishes the criteria for the implementation of a decorative crosswalk design when requested by an individual, community group or organization.

This policy ensures that all requests for decorative crosswalk designs are made in a non-biased, fair, and equitable manner.

PURPOSE

To establish a framework for evaluating decorative crosswalk installations on Township Roads.

SCOPE

This policy applies to decorative crosswalks located on Township-owned roads and rights-of-way within the Township of Wilmot. It outlines the process for reviewing and approving requests, ensures compliance with applicable legislation and standards, and sets responsibilities for installation, maintenance, and renewal.

DEFINITIONS

Accessibility for Ontarians with Disabilities Act (AODA) – Provincial legislation governing the use of highways, roadways, and traffic control devices in Ontario.

Highway Traffic Act - a product, service or infrastructure that has been planned or designed to provincial standards to remove and prevent barriers for persons with disabilities.

Pedestrian Crossing - where portions of a roadway are marked for pedestrian use, no pedestrian shall cross the roadway except within a portion so marked R.S.O. 1990, c. H.8,s 144(22)

Ontario Traffic Manual (OTM) - A set of provincial guidelines for traffic control devices, including Book 15 - Pedestrian Crossing Treatments and Book 17 – Markings and Pavement Lines.

OPSS MUNI - Ontario Provincial Standards and Specifications for Municipal Works.

STANDARDS AND PROCEDURES

Individuals, community groups, and organizations with the desire to install decorative crosswalks are required to apply to the Township of Wilmot for review.

Applicants must be residents of the Township of Wilmot, or an established incorporated organization within the Township.

All decorative designs shall be subject to Council Approval. If approved, an agreement between the applicant and the Township shall be formalized to outline installation and maintenance costs, terms and responsibilities.

Council reserves the right to approve or deny any application and may modify or remove any existing crosswalk treatments at any time without reimbursement to the applicant for fees associated with the application.

- a) Installations are to be completed by Township Forces or through contracts procured as per the Township of Wilmot By-law Number 2021-43 BEING A BY-LAW TO PROVIDE FOR PROCUREMENT OF GOODS AND SERVICES AND THE DISPOSAL OF SURPLUS GOODS.
- b) All installations are to meet the requirements of OPSS MUNI 710.
- c) All designs shall meet the requirements as laid out in Ontario Traffic Manual Book 15, Pedestrian Crossing Treatments.
- d) Crossings shall only be permitted at locations meeting the most current requirements of the Accessibility for Built Environment (Ontario Regulation 413/12 or Ontario Regulation 191/11 with amendment Regulation 143/12) AODA.
- e) The applicant shall be responsible for all costs associated with the Decorative Crosswalk including but not limited to:
 - a. Topographic survey and scale drawings of the proposed lay-out.
 - b. Professional evaluation for adherence to the Ontario Traffic Manual (OTM).
 - c. Initial Installation of the proposed crosswalk.
 - d. Application and administration fees.
- f) The decorative design shall provide visual contrast and be reflective as per the requirements of the OTM and shall contain ladder (or zebra) markings which conform to the requirements of the Highway Traffic Act (HTA) and OTM.
- g) Decorative Crosswalks shall be provided for review and comment to the Grand River Accessibility Advisory Committee or other Accessibility Advisory Committee as required by AODA for comment and review, including:
 - a. Scale drawings of proposed crossing.

- b. Details and samples of proposed colors to ensure high contrast with existing pavement.
- c. Recent photographs of the proposed crosswalk location.
- h) All decorative designs are restricted to the 2.5 m spacing as per OTM Book 17 and shall contain two transverse 0.20 m high contrast lines.
- i) The decorative design shall be limited to the spacing between the curbs and shall not extend into the sidewalk or any islands that may be present.
- j) Decorative designs shall not include any form of advertising or copyright-protected material, or political or religious content, or hate speech.
- k) Decorative designs including elements that may encourage interaction from road users or pedestrians shall not be permitted.
- l) All decorative crosswalk installations will be subject to regular maintenance requirements of the Township, and any renewal and/or reinstatement shall be at the applicant's cost. Should funds not be available, The Township's standard crosswalk will be installed following maintenance activities.
- m) A deposit or letter of credit in the amount of 50% of the original installation shall be provided for renewal or removal/rehabilitation as per item l).

RESPONSIBILITIES

1. Council

- 1.1. Approve the Decorative Crosswalk Policy and recommend amendments thereto.
- 1.2. Consider approval of applications for Decorative Crosswalks.

2. Director of Infrastructure Services

- 2.1. Support the installation and upgrade of administration of Decorative Crosswalks throughout the Township of Wilmot.

3. Staff

- 3.1. Review Decorative Crosswalk applications and provide recommendation to Council.
- 3.2. Provide Decorative Crosswalk applications to GRAAC for accessibility review.

COMMUNICATION

The Decorative Crosswalk Policy will be posted with other policies within the Corporate Policy Manual, and on the Township website for reference, and distributed to relevant stakeholders.

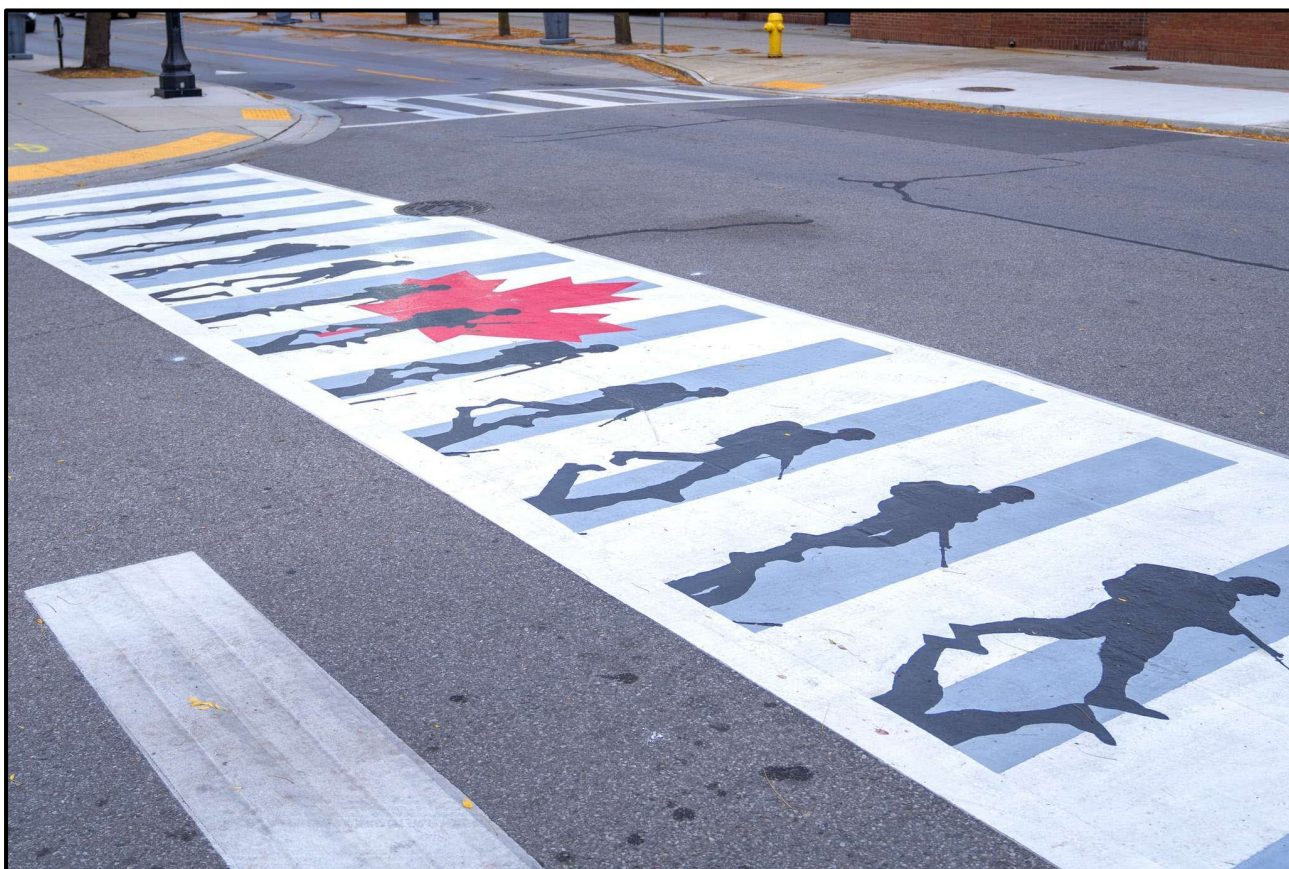
EVALUATION

The Decorative Crosswalk Policy will be reviewed at minimum every four years.

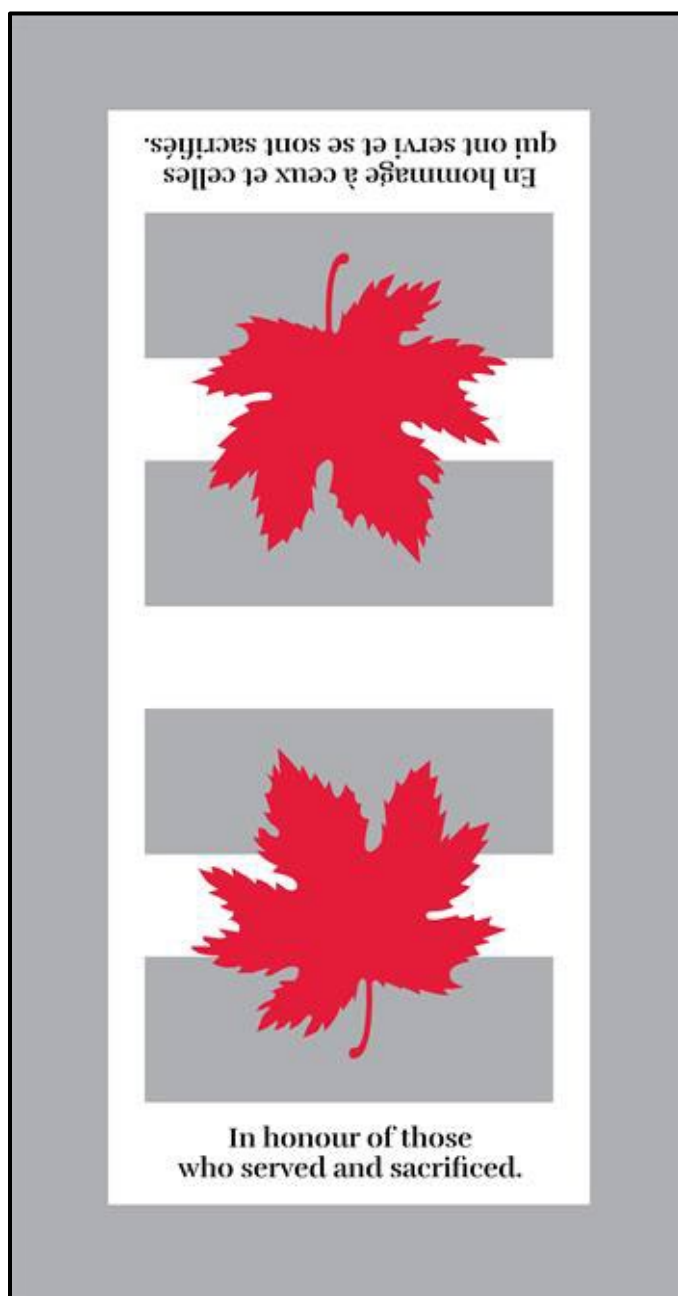
LEGISLATIVE REPORTING REQUIREMENTS

Crosswalks are reviewed under AODA as well as MTO Book 15

Gentem Inc's Decorative Crosswalk Design



Legion's Decorative Crosswalk Design



CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (the “**Agreement**”) is made effective as of **Date** (the “**Effective Date**”)

BETWEEN:

(“**Applicant**”)

AND:

THE CORPORATION OF THE TOWNSHIP OF WILMOT

(the “**Township**”)

WHEREAS:

A. Applicant is a Canadian registered charity which has been designated as a charitable organization and has a charitable registration number of _____;

B. The Applicant has requested a Decorative Crosswalk located, in accordance with Schedule “A” hereto (the “**Crosswalk**”), in accordance with The Townships Decorative Crosswalks Policy;

C. Applicant’s conditional donations to the Township, as outlined in this Agreement, are to be applied as follows:

Application and administration fees. _____

Initial Installation of the proposed crosswalk _____

Ongoing Maintenance Deposit _____

D. Following completion, the Crosswalk shall be owned by the Township and will be constructed on lands owned by the Township; and

E. Sections 9 and 11 of the *Municipal Act, 2001* authorize the Township to exercise the powers of a natural person and to provide any service or thing that the Township considers necessary or desirable for the public within the applicable spheres of jurisdiction.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Contribution.** Applicant will transfer a contribution of \$_____) (the “**Contribution**”) to the Treasurer of the Township, payable to “The Corporation of the Township of Wilmot”, on or before **Date, 2025**.

2. **Condition Subsequent to Contribution.** The Township covenants that it shall:

(a) complete the Project on or before **Date**; and

- (b) only apply the Contribution toward works and services connected with and reasonably necessary for the construction of the Project; and
- (c) during at least the ten-year period following completion of the Project,

3. Return of Funds.

- (a) In the event that the Township fails to satisfy the covenants set forth herein, the Township shall arrange for and (without limiting that obligation) Applicant shall be entitled to require, on Notice delivered to the Township within one year following the relevant deadline, the following:
 - (i) return of the Contribution, in the case of a failure to satisfy Sections 2(a), 2(c), or 3; and
 - (ii) return of that portion of the Contribution not applied toward the Project, in the case of a failure to satisfy 2(b).
- (b) In the event, the aggregate total of the construction costs for the Project is less than the Contribution, the Township shall arrange for the return of the remaining portion of the Contribution not applied toward the construction of the Project within 60 days of the Project's completion.

- 4. **Compliance with Laws.** The Parties shall, at all times, comply with all applicable federal, provincial, and municipal statutes, regulations, by-laws, and orders (collectively, "**Applicable Law**"). For greater certainty, nothing in this Agreement diminishes the Township's responsibilities to act in the public interest and to maintain parking spaces constructed on Township lands through the Project, including (without limitation) snow clearing.

- 5. **Termination.** This Agreement may be terminated on 30 days' notice by either party, provided that sections 2 and 3 above will survive termination, so that return of the Contribution in whole or in part (a) will occur if and only if there is a breach of a Condition Subsequent, and (b) will be governed by those sections 2 and 3.

- 6. **Failure to Receive Contribution.** For clarity, the Township will not proceed with the construction of the parking area specified in the Project if the Contribution is not received in full by the Township by the stated deadline, on or before August 31, 2025.

7. Miscellaneous.

- (a) **Recitals.** The recitals are true and form part of this Agreement, including (without limitation) the definition of terms therein.
- (b) **Rights of Third Parties.** Except as expressly set out in this Agreement, nothing contained in this Agreement is intended to or will confer upon any person not a party hereto any rights or remedies, and no person other than the Parties will be required to approve or consent to any amendment or modification of the provisions of this Agreement or any waiver of such provisions.
- (c) **Entire Agreement, and Amendments.** This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior agreements

and understandings. No amendment or modification of this Agreement will be binding or effective unless expressed in writing and signed by the Parties.

- (d) **Successors and Assigns.** This Agreement will enure to the benefit of, and be binding on, the Parties and their respective successors and permitted assigns. No party hereto will assign this Agreement without the prior written consent of the other party.
- (e) **No Agency.** No legal partnership or agency is established by this Agreement. Neither Party is authorized or empowered to act as an agent, employee, or representative of the other, nor transact business or incur obligations in the name of the other Party or for the account of the other Party. Neither Party shall be bound by any acts, representations, or conduct of the other.
- (f) **Confidentiality.** Each Party and its directors, officers, employees, agents and advisors shall keep confidential and not disclose any materials or information, disclosed to it by the other Party, which materials or information, if disclosed in writing or other tangible form, is clearly labelled as “confidential”, or, if disclosed orally, is identified as confidential when disclosed and confirmed thereafter in writing (collectively, “**Confidential Information**”) except to the extent (i) disclosure is required by Applicable Law, (ii) the Confidential Information was previously known to the receiving party, or (iii) the information or materials become publicly known (except through breach of this Agreement). In the event a Party is required by Applicable Law to disclose any Confidential Information, such Party shall promptly notify the other Party in writing, which notification shall include the nature of the legal requirement and the extent of the required disclosure, and shall cooperate with the other Party to preserve the confidentiality of such information consistent with applicable law.
- (g) **Governing Law.** This Agreement is governed by and construed in accordance with the laws of the Province of Ontario and applicable the laws of Canada.
- (h) **Notice.** Any notice or communication required or permitted to be given under this Agreement will be in writing and will be considered to have been given if delivered by hand or courier, transmitted by email, to the address or email address of Applicant or the Township, as applicable, as set out below, or to such other address or email address as Applicant or the Township may designate in accordance with this subsection:

in the case of the Township, to:

Address: 60 Snyder's Road West
Baden, ON
N3A 1A1

Attention:
Email:

in the case of Applicant, to:

Address:

Attention:
Email:

Any notice or communication will be considered to have been delivered and received: (i) if delivered by hand or courier during business hours on any day other than a Saturday, Sunday

or statutory holiday in the Province of Ontario (a “**Business Day**”), upon receipt, and if not delivered during business hours, upon the commencement of business on the next Business Day; and (ii) if delivered by email during business hours on a Business Day, upon the sender receiving postmaster confirmation of the transmission of the email or a confirmation receipt from the recipient of the email, and if not transmitted during business hours (8:30 a.m. - 4:30 p.m.), upon the commencement of business on the next Business Day.

8. **Amendment.** This Agreement may be amended or supplemented by an agreement in writing signed, sealed and delivered by the Parties.
9. **Severability.** Should any part or provision of this Agreement be held unenforceable or in conflict with Applicable Law, the invalid or unenforceable part or provision shall, provided that it does not go against the essence of this Agreement, be replaced with a revision which accomplishes, to the extent possible, the original purpose of such part or provision in a valid and enforceable manner, and the balance of this Agreement shall remain in full force and effect and binding upon the Parties.
10. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Counterparts may be executed either in original, electronic (including via DocuSign or similar means), or email form and the Parties adopt any signatures received by a receiving email transmission as original signatures of the Parties.

IN WITNESS WHEREOF Applicant and the Township have signed, sealed and delivered this Agreement by their duly authorized signatories as of the date first above written.

Applicant	)	
	)	
	)	
	)	
	)	
	)	
Authorized Signatory	)	
	)	
	)	
Authorized Signatory	)	
THE CORPORATION OF THE TOWNSHIP OF WILMOT	)	
	)	
	)	
	)	
	)	
Mayor	)	
	)	
	)	
Clerk	)	

Schedule A Project Components

The Project shall include the following, all carried out in accordance with Applicable Law and the Township's policies:

- a. Description of works

Figure 1:

DRAFT

This AGREEMENT made in duplicate this day of , 2025

BETWEEN:

THE CORPORATION OF THE Region of Waterloo
(hereinafter called the “**Region**”)

OF THE FIRST PART,

-and-

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

OF THE SECOND PART,

WHEREAS the Region is the Upper Tier Municipality and the Township is the lower tier and are desirous of entering into an agreement pursuant to section 29.1 of the *Ontario Highway Traffic Act*, as well as the *Municipal Act, 2001*, S.O. 2001, c. 25 (the “**Act**”), dealing with the installation and maintenance of Decorative Crosswalks within the Township of Wilmot on the Regional Right of Way described in **Schedule “A”**;

AND WHEREAS the parties hereto additionally agree that the Township shall provide review, upkeep and maintenance of Decorative Crosswalks as described in **Schedule “A”**, as approved for installation by the Council of the Township of Wilmot.

NOW THEREFORE in consideration of the mutual covenants and the provision of other good and valuable consideration by each party hereto to the other, the receipt and sufficiency of which is hereby acknowledged, the parties have agreed as follows:

1.0 Scope of Service

- (a) The Township agrees to reimburse the Region for installation costs as well as additional costs in relation to the Decorative Crosswalk as per Region of Waterloo Fees and Charges By-Law 23-062 Schedule E Transportation Services Based on time and materials+HST
- (b) The Region agrees to maintain the Crosswalk, at all times, in accordance with Ontario Regulation 239/02 (Minimum Maintenance Standards for Municipal Highways), as may be amended, revised or replaced from time to time (the “**MMS**”).
- (c) The Township and Region agree that failure to agree upon remuneration subject to repairs or reinstatement of a decorative crosswalk shall permit the Region to reinstate a Standard Crosswalk and the Decorative Crosswalk shall be removed from Schedule A

1.1 Emergency Repairs

In the event that emergency repairs are required to comply which would impact the decorative crosswalk(s) as identified in Schedule A, the Region shall ensure that reasonable efforts to minimize impact to the Crosswalk.

2.0 Capital Improvements

The Region commits to providing the Township with advanced notice for any capital improvements which may impact the decorative cross-walk, including but not limited to

- Works as completed by Region Forces.
- Capital Rehabilitation works by Region Contractors
- Third party utility permits as per any MAA.

3.0 Term of Agreement

The term of this Agreement shall be effective commencing on **1st day of January, 2026**, and shall remain in effect until the **31st day of December, 2030**, unless terminated earlier by either party on six (6) months' written notice. This Agreement may also be renewed by mutual consent of the parties for a further five (5) year term.

4.0 Payment

The Region shall submit to the Township estimates for repairs to the works prior to works taking place. The Township shall pay the invoice for the approved repairs.

- (a) 30 days of the commencement of this Agreement in relation to the first payment; and
- (b) within 30 days of January 1 for each subsequent year, as described above.

5.0 Dispute Resolution

Any dispute, difference or disagreement between the parties shall be resolved as efficiently and effectively as possible.

6.0 Previous Agreements

This Agreement supersedes all previous arrangements or understandings between the parties whether written or oral in connection with or incidental to this Agreement.

7.0 Indemnification / Insurance

7.1 Indemnification

The Township, both during and after the term of this Agreement, shall release, indemnify and hold harmless the Region, its officers, employees, volunteers, agents, and their respective heirs, administrators, executors, successors and assigns from any and all losses, damages (including, but not limited to, incidental, indirect, special and consequential damages, or any loss of use, revenue or profit by any person, organization or entity), fines, penalties and surcharges, liabilities (including, but not limited to, any and all liability for damages to property and injury to persons, including death), judgments, claims, demands,

causes of action, contracts, suits, actions or other proceedings of any kind (including, but not limited to, proceedings of a criminal, administrative or quasi-criminal nature) and expenses (including, but not limited to, legal fees on a substantial indemnity basis) which the indemnified persons or person may suffer or incur, howsoever caused, arising out of or in connection with, in any way related to, or as a result of acts or omissions, whether negligent or otherwise, of the City, its officers, employees, agents and permitted successors and assigns in regard to the maintenance and repair services required by, or carried out under, section 1.0 of this Agreement.

8.0 General

- (a) This Agreement may be amended only by written agreement between the parties. No amendment of any of the terms or provisions of this Agreement shall be deemed valid unless it is in writing by all parties.
- (b) Any notice or other document to be given under this Agreement shall be sufficiently given if delivered by hand, courier, email, or if sent by prepaid first class mail and addressed,

to Wilmot at:

The Corporation of the Township of Wilmot
 60 Snyder's Road West
 Baden, ON N3A 1A1
 Attention: Manager of Public Works
 Email: publicworks@wilmot.ca

to Region of Waterloo at:

Receipt of notice shall be deemed to have occurred on the earlier of the date of delivery or five (5) days following the date of mailing of the notice. Either party may change its address for notice by giving notice of change of address pursuant to this section.

- (c) This Agreement shall be construed and interpreted according to the laws of Ontario and the laws of Canada applicable therein.
- (d) No party shall assign any of its rights or obligations under this Agreement to any third party without the express written permission of the other party.
- (e) No waiver of any breach of this Agreement shall operate as a waiver of any subsequent breach or of the breach of any other provision of this Agreement. No provision of this Agreement shall be deemed to be waived, and no breach excused, unless such waiver or the consent excusing the breach is in writing and signed by the part that is purported to have given such a waiver or consent.
- (f) Either party may, at its own cost, register this Agreement, and any by-law authorizing this Agreement, in the proper land registry office for the area in which Trussler Road is located and the other party shall execute such necessary documents and take such other necessary

actions to carry out the registration. This Agreement shall extend to, be binding upon and enure to the benefit of the parties and their respective successors and permitted assigns.

- (g) This Agreement may be executed in counterparts, in writing or by electronic signature, and delivered by mail, facsimile or other electronic means, no one copy of which need be executed by all of the parties, and all such counterparts together shall constitute one agreement and shall be a valid and binding agreement among the parties hereto as of the date first above written.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement under the hands of their respective authorized signing officers as of the date first written above.

THE CORPORATION OF THE REGION OF WATERLOO

MAYOR

CLERK

THE CORPORATION OF THE TOWNSHIP OF WILMOT

Natasha Salonen
MAYOR

Kaitlin Bos
CLERK

SCHEDULE “A”**Decorative Crosswalk Locations**

Town of New Hamburg	Huron Street 45m east of Union Street
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