



Council Meeting Agenda

Council Meeting

Monday, October 27, 2025

7:00 p.m.

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.

Pages

1. **CALL TO ORDER**

RECOMMENDATION

THAT the Regular Council Meeting held on October 27, 2025 be called to order at 7:00 p.m.

2. **TERRITORIAL LAND ACKNOWLEDGEMENT**

Councillor K. Wilkinson read the Territorial Land Acknowledgment.

3. **ADDITIONS TO THE AGENDA**

4. **ADOPTION OF THE AGENDA**

RECOMMENDATION

THAT the Agenda as presented for October 27, 2025 be adopted.

5. **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.

6. **MINUTES OF PREVIOUS MEETINGS**

RECOMMENDATION

THAT the Minutes of the September 29, 2025 Regular Council Meeting, October 6, 2025 Committee of the Whole and October 6, 2025 Special Council Meeting be adopted as presented.

7. PRESENTATIONS

- | | | |
|-----|---|----|
| 7.1 | Reep Green Solutions Regarding 25th Anniversary Impact Report
Patrick Gilbride, Executive Director | 30 |
| 7.2 | Waterloo Region Immigration Partnership
Dr. Ernest Osei, Chair, Tracey Hare Connell, Past Chair, Tara Bedard, Executive Director, and Brian Kamm, Senior Manager of Community Investment, United Way Waterloo Region Communities. | 41 |

8. DELEGATIONS

Pursuant to Council's Procedural By-law, delegations are permitted to address Council for a maximum of seven (7) minutes. General Interest Delegation are included below. Only three General Interest Delegations are permitted at each Regular Council Meeting. General Interest Delegations must register by noon on the Monday prior to the Council meeting date. Specific Interest Delegations are only permitted to discuss matters listed on the Council 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 27, 2025, in order to participate electronically.

- 8.1 General Interest Delegation
- 8.2 Specific Interest Delegation

9. CORRESPONDENCE

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| 9.1 | Correspondence from Rory Farnan Regarding Strategic Planning for Fire Service Delivery and Fleet Management in Wilmot | 57 |
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10. CONSENT AGENDA RECOMMENDATION

THAT Consent Agenda Items 10.1, 10.2, and 10.3 be approved.

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| 10.1 | IS-2025-38 - Grand River Conservation Authority Monitoring Well Access Agreement | 58 |
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RECOMMENDATION

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.

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| 10.2 | IS-2025-40 - Commemorative or Decorative Crosswalk Policy & Delegated Authority Request | 68 |
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RECOMMENDATION

THAT Council approve the Commemorative or Decorative Crosswalk Policy, as attached; and,

THAT Council provide delegated authority to the 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 Commemorative Crosswalk.

10.3 Wilmot-Kitchener Boundary Road Maintenance Agreement

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RECOMMENDATION

THAT Report be received for information; and,

THAT Council renew the agreement with The City of Kitchener for the maintenance and repair services for two segments of road: a portion of Trussler Road and the entirety of Waldau Crescent,

THAT Council considers By-law 2025-65, being a by-law to authorize the Mayor and the Clerk to enter into an agreement with the City of Kitchener for boundary road maintenance and repair services.

11. REPORTS**11.1 CAO-2025-13 - Strategic Action Plan Quarterly Update**

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RECOMMENDATION

THAT Report CAO-2025-13 - Strategic Action Plan Quarterly Update be received for information.

12. BY-LAWS**RECOMMENDATION**

THAT By-Law 2025-66 as attached to this Agenda be read a first, second and third time, and finally passed in Open Council.

12.1 By-law 2025-66 Authorize an Agreement with the City of Kitchener for Boundary Road Maintenance for Trussler Road and Waldau Court

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13. NOTICES OF MOTION**14. ANNOUNCEMENTS****15. CONFIRMATORY BY-LAW**

100

RECOMMENDATION

THAT the Confirmatory By-Law as attached to this Agenda be read a first, second and third time, and finally passed in Open Council.

16. ADJOURNMENT**RECOMMENDATION**

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

Council Meeting Minutes

Council Meeting

Date: September 29, 2025, 6:30 P.M.

Location: Council Chambers - Hybrid
60 Snyder's Road West
Baden, Ontario
N3A 1A1

Members Present: Mayor N. Salonen
Councillor S. Cressman
Councillor K. Wilkinson
Councillor H. Sidhu
Councillor L. Dunstall
Councillor S. Martin

Staff Present: Chief Administrative Officer, J. Willmer
Acting Director of Corporate Services, H. O'Krafka
Director of Community Services, C. Catania
Acting Director of Infrastructure Services, K. VanderWal
Acting Director of Development Services, A. Martin
Fire Chief, R. Leeson
Manager of Legislative Services / Municipal Clerk, K. Bos
Supervisor of Legislative Services / Deputy Clerk, M. Dykstra
Desktop Support Technician, R. Ubhi

1. CALL TO ORDER

Moved by: Councillor S. Cressman

Seconded by: Councillor L. Dunstall

THAT the Regular Council Meeting held on September 29, 2025 be called to order at 6:30 p.m.

Motion Carried Unanimously

2. CLOSED SESSION

Moved by: Councillor S. Cressman

Seconded by: Councillor S. Martin

THAT a Closed Meeting of Council be held on September 29, 2025, at 6:30 p.m. at the Wilmot Administrative Complex, in accordance with Section 239 (2) (e) of the Municipal Act, 2001, to consider the following:

- Sanitary Lateral (Victoria Street) – Section 239 (2)(e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board.

Motion Carried Unanimously

3. RECONVENE INTO OPEN SESSION

Moved by: Councillor S. Martin

Seconded by: Councillor L. Dunstall

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

Motion Carried Unanimously

4. TERRITORIAL LAND ACKNOWLEDGEMENT

Mayor N. Salonen read the Territorial Land Acknowledgment.

5. ADDITIONS TO THE AGENDA

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

- Item 9.2.1 Specific Interest Delegation by Barry Wolfe for Item 12.1 - COR-2025-46 - Mayoral Direction 2025-01 Council Remuneration Review

6. ADOPTION OF THE AGENDA

Moved by: Councillor L. Dunstall

Seconded by: Councillor H. Sidhu

THAT the Agenda for September 29, 2025 be adopted, as amended.

Motion Carried Unanimously

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

Councillor S. Martin declared a conflict of interest with Item 12.2 CS-2025-12 - Affiliation Policy and Minor Sports Discounts.

8. MINUTES OF PREVIOUS MEETINGS

Moved by: Councillor H. Sidhu

Seconded by: Councillor S. Cressman

THAT the Minutes of the August 25, 2025 Regular Council Meeting, and the September 8, 2025 Committee of the Whole Meeting be adopted as presented.

Motion Carried Unanimously

9. DELEGATIONS

9.1 General Interest Delegations

There were no general interest delegations.

9.2 Specific Interest Delegations

9.2.1 Item 12.1 - COR-2025-46 - Mayoral Direction 2025-01 Council Remuneration Review

9.2.1.1 Barry Wolfe (In-person)

9.2.2 Item 13.5 By-law 2025-58 Appoint Acting Deputy Treasurers (Jeff Willmer and Harold O'Krafka)

9.2.2.1 Barry Wolfe (In-Person)

10. CORRESPONDENCE

Councillor S. Martin pulled Item 10.1 and 10.2, and provided comments.

Mayor N. Salonen provided comments on the Region of Waterloo municipal speed camera program emphasizing that the Township does not own, operate or directly receive revenue from the municipal speed camera program.

10.1 Correspondence from Nancy Coghill regarding the Region of Waterloo Municipal Speed Camera Program

10.2 Correspondence from Stephen Drudge regarding the Region of Waterloo Municipal Speed Camera Program

11. CONSENT AGENDA

Councillor S. Martin pulled Item 11.1 COR-2025-43 - 2026 Council Meeting Schedule.

Councillor S. Martin pulled Item 11.2 COR-2025-49 - Disposition of Land - Former Coal Lane (Beck Street).

Councillor K. Wilkinson pulled Item 11.5 IS-2025-33 - Award of Contract - Haysville Road (Twp Road 12) Valve Chamber Construction.

Councillor S. Martin pulled Item 11.3 FS-2025-02 - Fire Service Boundary Agreement Renewal Township of Wellesley.

Moved by: Councillor S. Martin

Seconded by: Councillor S. Cressman

THAT Consent Agenda Items 11.1, 11.2, 11.3, 11.4, 11.5 and 11.6 be approved.

Motion Carried Unanimously

11.1 COR-2025-43 – 2026 Council Meeting Schedule

THAT the 2026 Council Meeting Schedule be approved as attached.

11.2 COR-2025-49 - Disposition of Land- Former Coal Lane (Beck Street)

THAT Report COR-2025-49 Disposition of Land- Former Coal Lane (Beck Street) be received for information; and,

THAT Council considers By-law 2025-64, authorizing the Mayor and Clerk to execute the purchase and sale agreement with Schnurr Home Builders Inc. for the disposition of the lands known as Former Coal Lane (Beck Street); and,

THAT Council considers By-law 2025-65, to designate Register Plan 627 as it applies to Lots 165-168, and 173-174, and Registered Plan 633, as it applies to Lot 5, not to be registered plans of subdivision; and,

THAT Council authorize By-law 2025-65 to be registered on title as required under Section 50(28) of the Planning Act, R.S.O. 1990,c.P.13, as amended.

11.3 FS-2025-02 - Fire Service Boundary Agreement Renewal Township of Wellesley

Council asked and received a response to the following:

- Whether the Township should be seeking similar agreements with other municipalities.

THAT Council consider By-law 2025-56, authorizing the Mayor and Clerk to execute an agreement with the Township of Wellesley for the continued provision of fire protection services within the designated boundary area of the Township of Wilmot.

11.4 IS-2025-30 - Encroachment By-Law

THAT Council approve the Encroachment By-law to be implemented within the Township of Wilmot to regulate permanent installations within the municipal Right of Way; and,

THAT Council consider By-law 2025-54 being a bylaw to authorize the Mayor and the Clerk to sign the Encroachment By-law.

11.5 IS-2025-33 - Award of Contract – Haysville Road (Twp Rd 12) Valve Chamber Construction

Council asked and received a response to the following:

- The rationale behind the project's cost increase;
- The projected timeline for cost recovery;
- The justification for proceeding with the project; and,
- Clarification on the methodology used to calculate wastewater flow.

THAT Council approve an increased limit to the Haysville Road (Township Road 12) Valve Chamber Construction by \$79,095.00 for a total project estimated amount of \$229,095.00 as per Report IS-2025-33; and,

AND THAT Council consider By-law 2025-57, being a by-law authorizing the Mayor and the Clerk to enter into an agreement with 410754 Ontario Limited o/a Sousa Concrete for the Haysville Road (Twp Road 12) Valve Chamber Construction within the total budget of \$229,095.00.

11.6 IS-2025-35 - Sewer Use By-Law

THAT Council approve the proposed Sewer Use By-Law attached to Report IS-2025-35 as an update to the existing Township of Wilmot By-Law 73-30 being a by-law to control discharge of sewage into the sewage system of the municipality, and 73-57 requiring the connecting of buildings to sewage works and water works in the Township of Wilmot; and,

THAT Council consider By-law 2025-55 being a by-law to regulate discharges to the sewage works and drainage works of the Township of

Wilmot and to provide for the protection of these systems and the natural environment and to repeal By-laws 73-30 and 73-57.

12. REPORTS

12.1 COR-2025-46 - Mayoral Direction 2025-01 Council Remuneration Review

Manager of Legislative Services / Clerk, K. Bos introduced the report.

Delegate B. Wolfe addressed Council.

Council asked and received a response to the following from the Delegate:

- Proposed methods for increasing the Township's revenues.

Council asked and received a response from staff regarding the following:

- If the motion is approved by Council, who will draft the policy; and,
- When would Council consider the status of the Mayor's role, specifically whether it will be a part-time or full-time role.

Moved by: Councillor L. Dunstall

Seconded by: Councillor H. Sidhu

THAT Council directs Staff to bring back a Council Remuneration Review Policy to the November Committee of the Whole Meeting as per Report COR-2025-46.

Motion Carried

12.2 CS-2025-12 - Affiliation Policy and Minor Sport Discounts

Mayor N. Salonen welcomed A. Martin to the role of Acting Director of Development Services, while H. O'Krafka assumes the role of Acting Director of Corporate Services.

Director of Community Services, C. Catania introduced the report.

Mayor N. Salonen separated the vote to accommodate Councillor S. Martin's conflict of interest.

Moved by: Councillor L. Dunstall

Seconded by: Councillor S. Cressman

THAT Council approve the revised Community Services Affiliation Policy as attached to Report CS-2025-12; and,

THAT Staff be directed to continue the current facility use subsidies, minor sport discounts (35%), and in-kind staff costs for legacy facility bookings, by affiliated groups and special events, save and except for the New Hamburg Firebirds taking place at Township facilities in 2026.

Motion Carried Unanimously

Councillor S. Martin declared a conflict of interest with this item and recused themselves from voting.

Moved by: Councillor H. Sidhu

Seconded by: Councillor L. Dunstall

THAT staff be directed to continue the current facility use subsidies, minor sport discounts (35%), and in-kind staff costs for legacy facility bookings, by affiliated groups and special events for the New Hamburg Firebirds taking place at Township facilities in 2026.

Motion Carried Unanimously

12.3 CS-2025-18 - Wilmot Canada Day Committee

Director of Community Services, C. Catania introduced the report.

Council asked and received a response to the following:

- Clarification regarding the role of volunteers within the proposed informal planning structure.

Moved by: Councillor L. Dunstall

Seconded by: Councillor H. Sidhu

THAT in accordance with Section 4.3.1 of the Committee Governance Policy GP-23-01 the Wilmot Canada Day Event Task Force be dissolved; and,

THAT Council directs Staff to work with local organizations and community groups on planning, implementing and executing an inclusive Canada Day celebration event, which normally consists of one focal event on July 1st.

12.4 IS-2025-39 - Sidewalk Policy Update

Acting Director of Infrastructure Services, K. VanderWal introduced the report.

Council asked and received a response to the following:

- If Council wants to improve accessible infrastructure whether additional funds need to be included within the budget.

Moved by: Councillor L. Dunstall

Seconded by: Councillor K. Wilkinson

THAT Report IS-2025-39- Sidewalk Policy Update be received for information; and,

THAT Council adopt the Sidewalk Policy, as attached to this report.

Motion Carried Unanimously

13. BY-LAWS

Moved by: Councillor L. Dunstall

Seconded by: Councillor S. Cressman

THAT By-Laws 2025-54, 2025-55, 2025-56, 2025-57, 2025-58, 2025-64 and 2025-65 as attached to this Agenda be read a first, second and third time, and finally passed in Open Council.

Motion Carried Unanimously

13.1 By-law 2025-54 Regulate Encroachments on Boulevards

13.2 By-law 2025-55 Regulate discharges to the Sewage Works and Drainage Works of the Township of Wilmot, and to provide for the protection of these systems and the Natural Environment.

13.3 By-law 2025-56 Authorize an Agreement with the Township of Wellesley for Boundary Fire Coverage

13.4 By-law 2025-57 Authorize an Agreement with 410754 Ontario Ltd. o/a Sousa Concrete for the Haysville Road Valve Chamber

13.5 By-law 2025-58 Appoint Acting Deputy-Treasurers (Jeff Willmer and Harold O'Krafka)

Delegate B. Wolfe addressed Council.

Mayor N. Salonen addressed Delegate B. Wolfe's questions.

Council asked and received a response from staff regarding the following:

- How a strong mayor budget process differentiates from a non-strong mayor budget process; and,

- Whether the budget process includes a public delegation opportunity.

13.6 By-law 2025-64 Authorize an Agreement of Purchase and Sale with Schnurr Home Builders Inc. for Former Coal Lane on Beck Street in Baden

13.7 By-law 2025-65 Deem Parts of Registered Plan 627 and 633 Not to be a Registered Plan

14. NOTICES OF MOTION

14.1 Councillor S. Martin's Notice of Motion Regarding the Expansion of the Township of Wilmot Recycling Program

Councillor S. Martin introduced their Notice of Motion.

Council asked and received a response to the following:

- Clarification on the current gaps in the Township's recycling programs;
- An overview of potential improvements that may be implemented;
- Clarification regarding the scope of the motion, specifically whether it includes the blue bin recycling program and / or the green bin program; and,
- Expectations regarding material separation responsibilities.

Moved by: Councillor S. Martin

Seconded by: Councillor H. Sidhu

WHEREAS the Township of Wilmot ("Township") 2025-2027 Strategic Action Plan Action Item 3.3 is Protecting our natural environment; and,

WHEREAS recycling helps reduce the strain on our landfills and contributes positively to environmental protection; and,

WHEREAS the Township supports household recycling through the Region of Waterloo Waste Management program; and,

WHEREAS the Township subcontracts waste and recycling services at our facilities and properties; and,

WHEREAS recycling bins are available at several, but not all, Township-owned facilities and properties.

NOW THEREFORE BE IT RESOLVED

THAT Staff report back to Council at the November Committee of the Whole Meeting concerning the cost and staff time involved in the expansion of our recycling program at Township-owned facilities and properties; and,

THAT the report includes information on the feasibility of a full recycling program across all Township properties, all Township-run events, and all events held at rented Township facilities.

Motion Carried Unanimously

15. ANNOUNCEMENTS

Mayor N. Salonen provided the following announcements:

- September 30, 2025 is National Day for Truth and Reconciliation or otherwise known as "Orange Shirt Day". The Township will be hosting a self-guided tour at the Schmidt Woods Trail, where the path has been lined with the Truth and Reconciliation Commission's 94 Calls to Action; and,
- Saturday October 4, 2025 the Wilmot Fire Department is hosting a Community Safety Day at the New Hamburg Community Centre.

Councillor S. Cressman announced:

- Thursday, October 9, 2025 at the New Dundee Community Centre there will be a budget open-house.

16. BUSINESS ARISING FROM CLOSED SESSION

Moved by: Councillor L. Dunstall

Seconded by: Councillor H. Sidhu

THAT Council directs Staff to proceed as directed.

Motion Carried Unanimously

17. CONFIRMATORY BY-LAW

Moved by: Councillor K. Wilkinson

Seconded by: Councillor L. Dunstall

THAT the Confirmatory By-Law as attached to this Agenda be read a first, second and third time, and finally passed in Open Council.

Motion Carried Unanimously

18. ADJOURNMENT

Moved by: Councillor S. Cressman

Seconded by: Councillor L. Dunstall

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

Motion Carried Unanimously

DRAFT

Committee of the Whole Minutes

Monday, October 6, 2025, 5:00 P.M.

Council Chambers - Hybrid

60 Snyder's Road West

Baden, Ontario

N3A 1A1

Members Present: Mayor N. Salonen
Councillor S. Cressman
Councillor K. Wilkinson
Councillor L. Dunstall
Councillor S. Martin

Members Absent: Councillor H. Sidhu

Staff Present: Chief Administrative Officer, J. Willmer
Acting Director of Corporate Services, H. O'Krafka
Director of Community Services, C. Catania
Acting Director of Infrastructure Services, K. VanderWal
Acting Director of Development Services, A. Martin
Manager of Legislative Services / Municipal Clerk, K. Bos
Supervisor of Legislative Services / Deputy Clerk, M. Dykstra
Desktop Support Technician, R. Ubhi

1. CALL TO ORDER

Moved by: Councillor S. Cressman

Seconded by: Councillor S. Martin

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

Motion Carried Unanimously

2. CLOSED SESSION

Moved by: Councillor L. Dunstall

Seconded by: Councillor K. Wilkinson

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.

Motion Carried Unanimously

3. RECONVENE INTO OPEN SESSION

Moved by: Councillor L. Dunstall

Seconded by: Councillor S. Cressman

THAT Committee of the Whole reconvenes in Open Session at 6:07 p.m..

Motion Carried Unanimously

4. TERRITORIAL LAND ACKNOWLEDGEMENT

Councillor S. Martin read the Territorial Land Acknowledgement.

5. ADDITIONS TO THE AGENDA

The following items were added since the publication of the Revised Agenda:

- Item 10.2 Correspondence from Dorothy Wilson regarding Cachet Development Proposal OPA 01/24, ZCA 02/24 & DPS 30T-24601
- Item 9.2.1 Specific Interest Delegation on behalf of Michelle McCarthy, Dillon Consulting Limited for 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

6. ADOPTION OF THE AGENDA

Moved by: Councillor S. Cressman

Seconded by: Councillor S. Martin

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

Motion Carried Unanimously

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

Councillor S. Cressman declared a conflict of interest with 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.

8. PRESENTATIONS

There were no presentations.

9. DELEGATIONS

9.1 General Interest Delegation

9.2 Specific Interest Delegation

9.2.1 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

9.2.1.1 Michelle McCarthy, Dillon Consulting Limited (In-Person)

10. CORRESPONDENCE

Councillor L. Dunstall pulled Item 10.1 Correspondence on behalf of Nachurs Alpine Solutions regarding Cachet Development Proposal OPA 01/24, ZCA 02/24 & DPS 30T-24601.

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

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

- The potential risk to the Township as a result of the concerns raised in the correspondence.

10.2 Correspondence from Dorothy Wilson regarding Cachet Development Proposal OPA 01/24, ZCA 02/24 & DPS 30T-24601

11. CONSENT AGENDA

Moved by: Councillor K. Wilkinson

Seconded by: Councillor L. Dunstall

THAT Consent Agenda Items 11.1 be approved.

Motion Carried Unanimously

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

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

Acting Director of Development Services, A. Martin introduced the report.

Committee asked and received a response regarding the following:

- Clarification regarding the definition of a minor modification, and a major modification.

Moved by: Councillor L. Dunstall

Seconded by: Councillor S. Cressman

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.

Motion Carried Unanimously

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

Councillor S. Cressman declared a conflict of interest with this item, and recused themselves from voting.

Acting Director of Development Services, A. Martin introduced the report.

The Committee asked and received a response to the following:

- Clarification regarding how the density of the site was calculated;
- Whether the proposed density and intensification of this site will be applied to other developments;
- Guidelines regarding buffer zones and the storage of ammonia;
- Whether there is the possibility in the future to install additional barriers and berms to mitigate noise impacts; and,
- Whether agreements of purchase and sale or lease will including warning clauses related to noise.

Delegate M. McCarthy addressed the Committee.

Councillor S. Cressman left the meeting at 6:43 p.m.

The Committee asked and received a response to the following:

- What considerations have been made to the geographic area as a result of the increased traffic count as a result of the development;

- Whether reducing the number of townhomes would increase open space areas for properties;
- Whether the six-storey building can be amended to two three-storey buildings;
- The role of Township Council during the review of the built-form of buildings such as the proposed six-storey building;
- The status and results of the noise impact assessment;
- Clarification regarding the permitted noise limits; and,
- What a 45 dBa noise could be compared to.

Councillor S. Cressman rejoined the meeting at 7:04 p.m.

Moved by: Councillor S. Martin

Seconded by: Councillor L. Dunstall

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.

Motion Carried

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

Chief Administrative Officer, J. Willmer and Fire Chief, R. Leeson introduced the report.

The Committee asked and received a response to the following:

- The proportion of the cost that is eligible for the use of collected development charges;
- Whether the proposed replacement aerial apparatus will fit within the existing fire hall;
- Whether the stock aerial apparatus will have the Township's required specifications;
- Whether there are reserves for the purchase of the Fire Service Department's fleet;
- How frequently is an aerial apparatus used; and,
- Clarification regarding how mutual aid agreements could be utilized in the absence of an aerial apparatus.

A motion was brought forward by Councillor L. Dunstall, seconded by Councillor S. Martin THAT the Committee does now recess at 7:26 p.m. for 20 minutes. The motion carried unanimously.

A motion was brought forward by Councillor S. Cressman, seconded by Councillor K. Wilkinson THAT the Committee does now reconvene at 7:46 p.m. The motion carried unanimously.

Chief Administrative Officer, J. Willmer provided an update to the Committee.

The Committee asked and received a response to the following:

- If the aerial apparatus is funded by a debenture what is the long-term impact on the levy;
- Whether the Township is currently utilizing all debentures, and has the capacity to take on additional debentures;

- Comparative cost scenarios if the aerial apparatus is purchased in 2025 using a debenture or at a later date using non-debenture methods; and,
- The cost of the deposit for the proposed aerial apparatus, and whether the deposit is refundable.

Moved by: Councillor L. Dunstall

Seconded by: Councillor S. Martin

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.

Motion Defeated

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

A motion was brought forwarded by Councillor L. Dunstall, and seconded by Councillor S. Martin 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; and, THAT Council provide delegated authority to the 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.

Acting Director of Infrastructure Services K. VanderWal introduced the report.

The Committee asked and received a response to the following:

- Whether the title of the policy can be renamed to include "Commemorative";

A motion was brought forward by Councillor L. Dunstall, and seconded by Councillor S. Cressman "THAT the motion be amended to insert THAT the proposed policy be retitled to "Commemorative or Decorative Crosswalk Policy". The motion carried unanimously.

The Committee voted on the main motion, as amended.

Moved by: Councillor L. Dunstall

Seconded by: Councillor S. Martin

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

THAT the proposed policy be retitled to "Commemorative or Decorative Crosswalk Policy".

THAT Council approve the proposed Decorative Crosswalk Policy; and,

THAT Council provide delegated authority to the 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.

Motion Carried Unanimously

13. ANNOUNCEMENTS

Mayor N. Salonen provided the following announcements:

- Township Official Plan Public Workshop #2 - October 22, 2025 from 3:00 p.m. to 5:00 p.m. at the Wilmot Recreation Complex
- Township has sponsored the New Hamburg Firebirds game - October 17, 2025 at 7:30p.m.
 - Free tickets are available at the Wilmot Recreation Complex, the Administrative Complex, and the Library branches in New Hamburg, New Dundee and Baden.
- Access to the Administrative Complex and Castle Kilbride during road construction - Starting October 8, 2025 will be via Wagler Avenue.

- The Township's EngageWR posts regular update regarding road closures.
- Fall Swimming Lessons - October 28, 2025
 - Spots are still open in several levels. Visit Wilmot RecWeb to explore all available classes.
- Kitchener-Waterloo Oktoberfest- September 26 to October 28, 2025
- New Hamburg Utility Bills- The delivery of the utility bills to New Hamburg residents will be delayed due to the ongoing Canada Post strike. The November 10 due date will be extended to account for the delay. Residents will be notified once bills have been issued and will receive an updated due date at that time. In the meantime, residents are encouraged to sign up for e-billing to receive future bills by email.
- Hubertushaus Oktoberfest- October 10th and 18th
 - Tickets available at <https://hubertushaus.ca/oktoberfest/>

Councillor S. Cressman announced that on October 9, 2025 from 6:00 p.m. to 8:00 p.m. he is hosting a public budget drop-in session at the New Dundee Community Centre.

Councillor K. Wilkinson announced that the applications for the Prime Ministers Path Steering Committee are now open and will close on October 31, 2025.

14. BUSINESS ARISING FROM CLOSED SESSION

Moved by: Councillor S. Cressman

Seconded by: Councillor L. Dunstall

THAT Council directs Staff and Legal Counsel to proceed as directed.

Motion Carried Unanimously

15. ADJOURNMENT

Moved by: Councillor S. Cressman

Seconded by: Councillor S. Martin

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

Motion Carried Unanimously

Special Council Meeting Minutes

Special Council Meeting

Date: October 6, 2025, 8:00 P.M.

Location: Council Chambers
60 Snyder's Road West
Baden, Ontario
N3A 1A1

Members Present: Mayor N. Salonen
Councillor S. Cressman
Councillor K. Wilkinson
Councillor L. Dunstall
Councillor S. Martin

Members Absent: Councillor H. Sidhu

Staff Present: Chief Administrative Officer, J. Willmer
Acting Director of Finance and Corporate Services, H. O'Krafka
Director of Community Services, C. Catania
Acting Director of Infrastructure Services, K. VanderWal
Acting Director of Development Services, A. Martin
Fire Chief, R. Leeson
Manager of Legislative Services / Municipal Clerk, K. Bos
Supervisor of Legislative Services / Deputy Clerk, M. Dykstra
Desktop Support Technician, R. Ubhi

1. CALL TO ORDER

Moved by: Councillor L. Dunstall

Seconded by: Councillor S. Martin

THAT the Special Council Meeting on October 6, 2025 be called to order at 8:16 p.m.

Motion Carried Unanimously

2. TERRITORIAL LAND ACKNOWLEDGEMENT

Councillor S. Cressman read the Territorial Land Acknowledgment.

3. ADDITIONS TO THE AGENDA

The following items were removed from the agenda:

- Item 6.3 FS-2025-03 - Replacement Aerial Apparatus Station 3 New Hamburg
- Item 7.3 By-law 2025-63 Authorize an Agreement with Dependable Truck Tank and Emergency Vehicles for an Aerial Apparatus

4. ADOPTION OF THE AGENDA

Moved by: Councillor S. Martin

Seconded by: Councillor L. Dunstall

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

Motion Carried Unanimously

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

Councillor S. Cressman declared a conflict of interest with Item 6.1 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, Item 7.1 By-law 2025-60 Amend the Official Plan, and Approve and Adopt Official Plan Amendment No. 14 (OPA 01/24 Part of Lot 19, Concession South of Snyders Road), and Item 7.2 By-law 2025-61 Zoning By-law 83-38 (ZCA 02/24 Part of Lot 19, Concession South of Snyders Road).

6. REPORTS

6.1 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

Councillor S. Cressman declared a conflict of interest with this item, and recused themselves from voting.

Moved by: Councillor S. Martin

Seconded by: Councillor K. Wilkinson

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.

Motion Carried

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

Moved by: Councillor L. Dunstall

Seconded by: Councillor S. Cressman

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.

Motion Carried Unanimously

7. BY-LAWS

Councillor S. Cressman declared a conflict of interest with this item, and recused themselves from voting.

Moved by: Councillor K. Wilkinson

Seconded by: Councillor S. Martin

THAT By-Laws 2025-60, and 2025-61 as attached to this Agenda be read a first, second and third time, and finally passed in Open Council.

Motion Carried Unanimously

7.1 By-law 2025-60 Amend the Official Plan, and Approve and Adopt Official Plan Amendment No. 14 (OPA 01/24 Part of Lot 19, Concession South of Snyders Road)

7.2 By-law 2025-61 Amend Zoning By-law 83-38 (ZCA 02/24 Part of Lot 19, Concession South of Snyders Road)

8. ANNOUNCEMENTS

Announcements were provided at the Committee of the Whole meeting.

9. CONFIRMATORY BY-LAW

Moved by: Councillor K. Wilkinson

Seconded by: Councillor L. Dunstall

THAT the Confirmatory By-Law as attached to this Agenda be read a first, second and third time, and finally passed in Open Council.

Motion Carried Unanimously

10. ADJOURNMENT

Moved by: Councillor S. Cressman

Seconded by: Councillor L. Dunstall

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

Motion Carried Unanimously

DRAFT

IMPACT REPORT 2024-2025



Rooted in Reep's Beginnings



"We're deeply thankful not just to our funders and partners, but especially to the people who joined our programs. You chose to learn, act, and lead by example."

Mary Jane Patterson
Former ED



"Reep has shown me the power of connection. We may be the next generation, but we're here now, ready to shape the future."

Sydney Daniels
Communications Assistant

New Generation Takes Root

Celebrating 25 Years of Impact



79,000,000 dollars invested in the local economy in energy renovations & retrofits

8,000,000 dollars saved by homeowners going through our energy programs

30,000 tonnes of emissions reduced through Homeowner Energy Efficiency Consultations

10,000 seedlings grown in the first year of our Tree Nursery

6,200 subscribers to our Sustainable Living & Sustainable Giving newsletters

1,400 total participants in the annual Zero Waste Challenge

340 homeowners engaged with our Healthy Yards Program, planting over 1,300 trees since 2019

25 YEARS OF IMPACT



Thousands have taken action on climate change
to work towards a greener future for our community!

Jame's Journey to a More Resilient, Comfortable Home



52%

Reduction in Energy Costs

2.4

Tonnes of GHG Emissions Reduced Annually

1,311 m³

Gas Reduction

When Jame first heard about Reep Green Solutions' EnerGuide Home Energy Evaluation through word of mouth, he knew he had found a trusted guide. Hearing that Reep was a “leader in the space”, he reached out to learn more about how to improve his older home’s energy performance.

Heat Pump Right-Sizing

Over **50%** of the heat pumps installed in Ontario homes are improperly sized.

Get the **right-sized heat pump** for the most efficient heating and cooling needs of your house!



Healthy Yards and Neighbourhoods



58

Healthy Yard Consultations

Each year, we meet with Kitchener property owners to help them design beautiful yards that can handle the effects of climate change. Many people have made improvements, like:



228

Healthy Yards Features

After a resident has received a Healthy Yard Consultation, they are given site-specific advice and landscape plans to help them with their projects.



771

Outreach Event Participants

We partner with the City of Kitchener to sustainably manage stormwater in parks and urban creeks, engaging the community through events, workshops, and activities.

Growing Equity, One Tree at a Time



Community Canopy is a project that works to address inequities that are present in tree canopy.

In lower canopy areas, people miss out on important benefits that trees provide like **shade, cleaner air and water, and a stronger sense of community.**

Tree Planting Across the Region



Reep's Native Tree Nursery grew:
10,000 saplings

New in 2025: Partnering with the Region of Waterloo, Wellesley, and Wilmot to expand a **Roadside Tree Planting Program** to plant **9,000 native trees** by 2027.



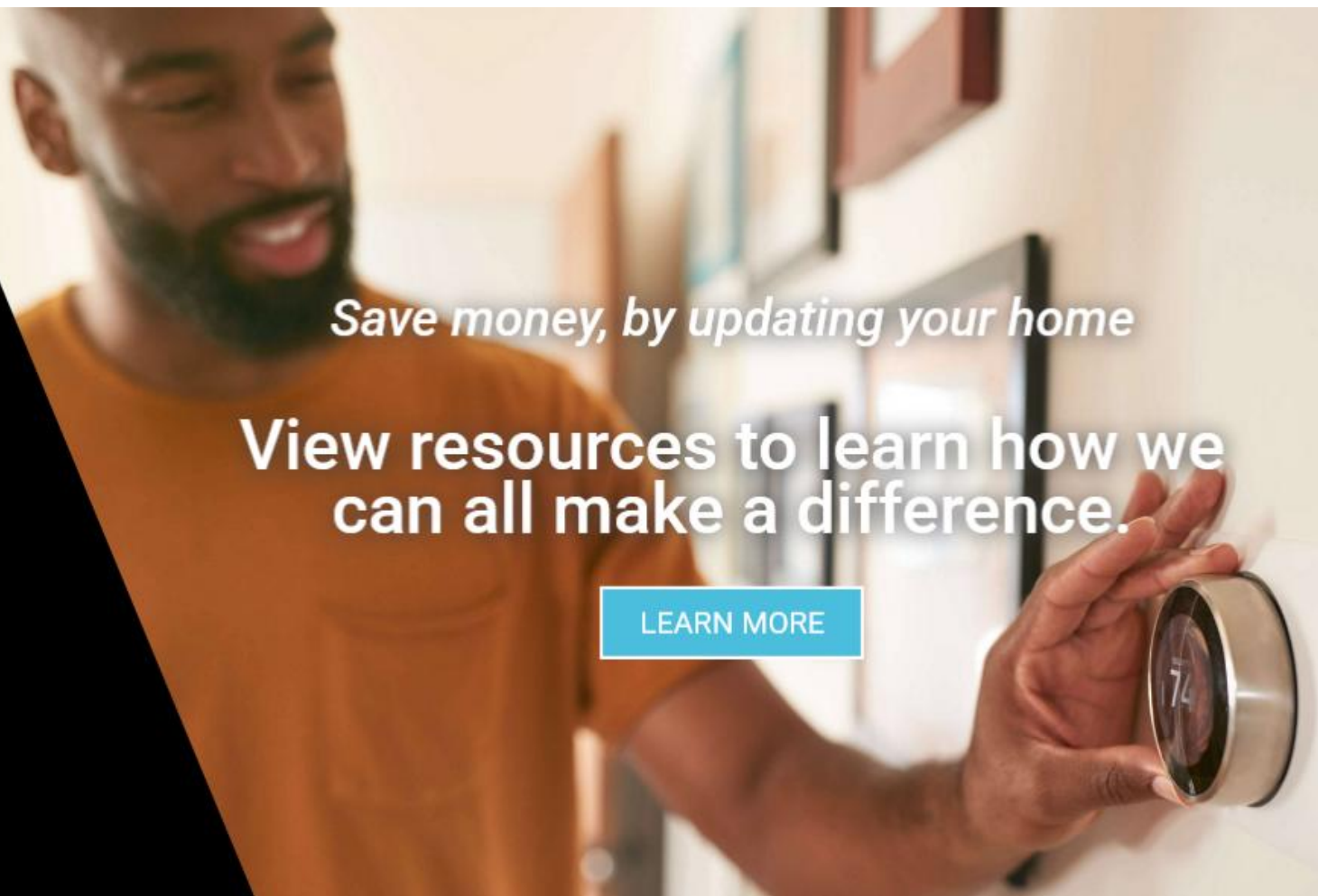
WITH YOU WE CAN

80 BY **50**

Save money, by updating your home

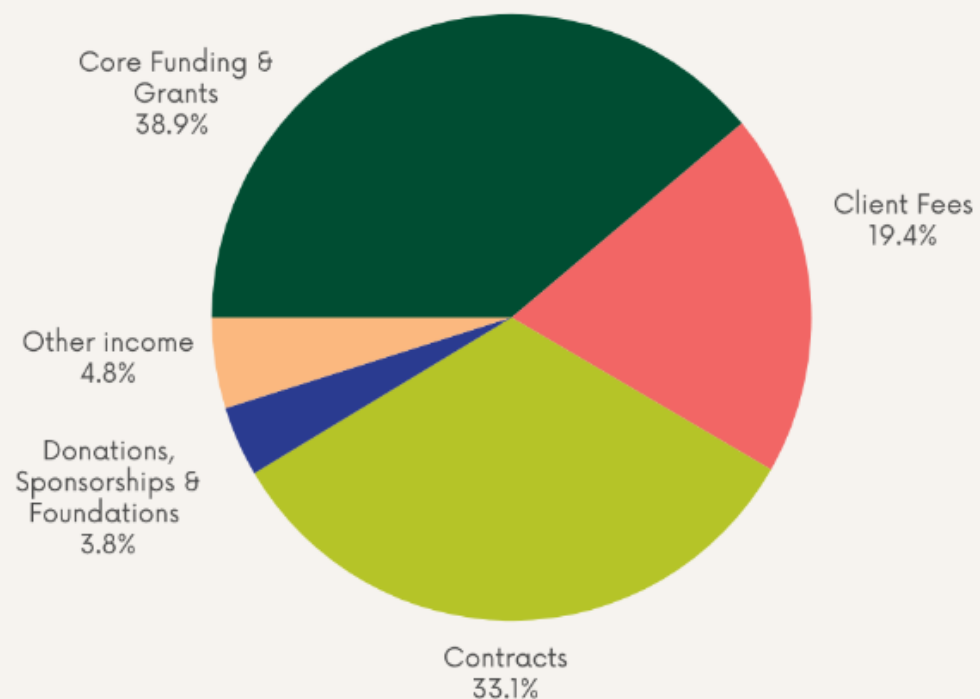
**View resources to learn how we
can all make a difference.**

LEARN MORE

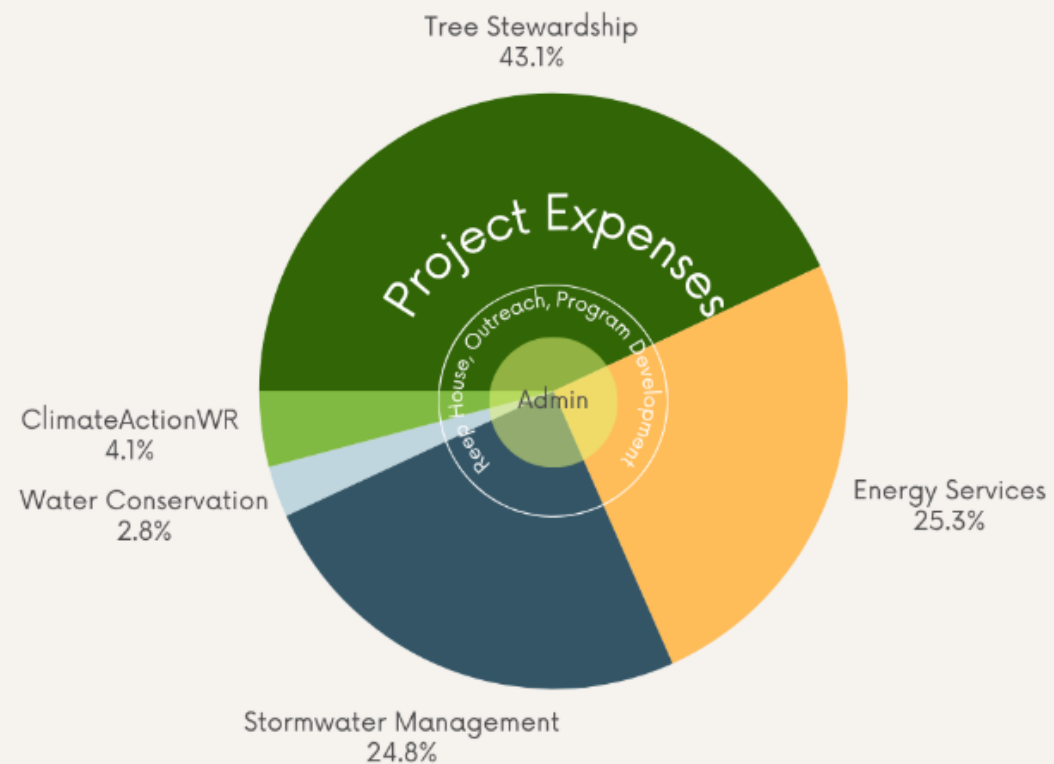


Financial Summary

Revenue



Expenses





THANK YOU to our Partners & Core Funders

We couldn't do it without you!





October 2025

To: Mayor Salonen and Township of Wilmot Council

Re: Waterloo Region Immigration Partnership Update, Regional Immigration Strategy and Request for Investment in the Immigration Partnership

More than 16 years ago municipal and other community leaders like then Region of Waterloo CAO Mike Murray launched the Immigration Partnership, recognizing the economic and social significance of immigration to regional communities. They expanded on an earlier initiative called the Waterloo Region Immigrant Employment Network hosted by the Greater KW Chamber of Commerce which focused on supporting local business in meeting talent needs through immigration.

Immigration has grown significantly across the region, including in Wilmot. In 2021, Wilmot was home to 2,200 immigrants according to census, representing 10.4% of the overall population. The last five years have seen a surge of arrivals.

The Immigration Partnership brings together hundreds of public, private and non-profit partners to make Waterloo Region's urban and rural communities inclusive places where immigrants thrive and contribute to shared prosperity and growth.

This year the more than 70 organizations that make up the Immigration Partnership developed the 6th successive Waterloo Region Immigration Strategy (attached). The Immigration Partnership Council presented it to the Region of Waterloo Council in June. It was unanimously endorsed, with robust discussion of the strategy, Immigration's Partnership's work across the region, and the need to secure the sustainability of this shared work. We undertook to bring the strategy of all of Waterloo Region's area municipalities.

Since then, Immigration Partnership Council leaders have appreciated the opportunity to meet with Mayors and municipal leaders around the region in advance of tonight's meeting.

Impact of the Immigration Partnership

Immigrant, community, health, housing, education and other service partners; business, post secondary and municipal organizations; and cultural, faith, grassroots and other groups work together through the Immigration Partnership. They touch on urban and rural regional communities, and together they have driven significant change.

- We know significantly more about immigration and local immigrant experiences.

- Partners across sectors, including our municipal partners, use our data and insights to build capacity to effectively support +10,000 newcomers each year in accessing housing, schools, health care and other services across regional communities.
- We have helped hundreds of local businesses to adapt workplace practices and fill critical roles with newcomer talent, launching innovative community programs like the Workplace Immigrant Network and the Newcomer Work Experience Program.
- We have enabled many community, health and other service organizations to adjust services and collaborate strategically, making services more efficient: 70% of partners are better coordinated with others, make better service referrals, and have new partnerships to better serve residents.
- We are working across the rural townships to build welcoming communities and services for international agri-food workers and support the businesses that employ them with tools and resources.
- We have helped dozens of grassroots and cultural partners gain visibility, grow community leadership, and secure investment and partnerships to build up their communities.
- We lead the initiative to secure and channel \$2M in local funding to local organizations supporting refugees and other newcomers during significant refugee events. We provide dedicated coordination of services for refugee populations, international students and temporary foreign workers in our rural and urban communities.
- We have helped to leverage millions of dollars in investment to partners for community, cultural, health, mental health and other services, skills development and more.
- Residents – newcomers and Canadian-born alike – are benefiting from this work.

2025-2028 Waterloo Region Immigration Strategy

The new strategy reflects an ongoing commitment to both immigrants and our regional communities, and more than 70 partner organizations remain engaged in supporting immigration in the region to safeguard future economic and social resilience. The strategy is grounded in the expertise of almost 1700 immigrants, partner organizations and the wider community, and it aligns with the themes of Wilmot's Strategic Plan for Pursuing our Potential Together.

Through this strategy, we will build capacity across the region so that local services can meet the needs of the changing population, so employers will have the tools and resources to leverage the skills of immigrants and so our regional communities are increasingly welcoming.

Four strategic priorities will guide this shared work:

- The first is to gather insights and evidence to develop our shared understanding of immigration and its ecosystem and build support for immigration
- The second is to mobilize partners and community leadership to improve access to information and supports for partners and immigrants and to make changes addressing the primary needs and integration of immigrants

- The third is to influence public, private and non-profit decision makers to make changes and investments that improve immigrant settlement, work and belonging, and guide employers to actively improve immigrant employment.
- The fourth is to build organizational resilience by engaging partners and staff with appropriate skills and influence, and ensuring Immigration Partnership funding, governance and structures optimize performance

The Future Importance of This Work

As community leaders, we are certain the Immigration Partnership is more important now than ever. The Region, area municipalities, Chambers of Commerce and others all have strategies focused on preparing for growth to 1 million residents. Immigration is the single biggest factor driving population and labour force growth, and it is increasingly pushing out into rural communities. More than one in four residents in Waterloo Region are already immigrants, who are changing demographics, revitalizing neighbourhoods and strengthening local business.

We must do the work to welcome, settle and include the several hundred thousand newcomers who are here now and continuing to arrive across the region. The Immigration Partnership is a key mechanism for this. Hundreds of public, private, and nonprofit partners have made changes that are helping build better communities.

What We are Asking of The Township of Wilmot

We are asking Wilmot Council to endorse and align to the goals of the Waterloo Region Immigration Strategy.

We are asking Wilmot Council to invest \$5,000 annually in the shared work of the Immigration Partnership.

Since the beginning, the Region of Waterloo and United Way Waterloo Region Communities have shown leadership, respectively providing \$50,000 and \$40,000 each year to grow the collaborative work of the Immigration Partnership. With this, we have leveraged federal and provincial investments in the range of \$650,000 annually. The organizations and individuals that make up the Immigration Partnership, including municipal partners, have further contributed in-kind staff and other resources to this shared work.

The Immigration Partnership Council is working to address a roughly \$230,000 annual budget deficit for this collaborative initiative. This budget gap threatens to undo all of the work we have collectively done as a Partnership for our regional communities. It puts this Partnership, essential community infrastructure, at risk. Without working together:

- The several hundred thousand immigrants that will move to this region in coming years will face greater barriers to support and more instability, poverty, and exclusion, undermining economic, social and community development across the region.

- Services will fragment, wasting resources and leaving gaps.
- Businesses would struggle even more with labour shortages.
- In short, the shared vision of thriving at one million residents will be much harder to realize.

This request comes at a time of uncertainty and budgetary pressures, and yet it is essential. The Immigration Partnership is pursuing a diversified approach to sustainability, which includes long-term philanthropic and business investments, greater municipal investment, member contributions, and more. The Waterloo Region Community Foundation has made a \$50,000 commitment over two years and outreach continues. No one partner should carry this alone - it is a community effort.

We are working to ensure that immigration strengthens, not strains, Waterloo Region's social and economic fabric. We are asking that the Township of Wilmot support our shared efforts in building effective local approaches to supporting immigrants and leveraging the beneficial community impacts of immigration through coordinated systems, appropriate services, strategic partnerships, and public support for immigration.

We are also offering ongoing partnership and the Immigration Partnership's collective engagement and support in strategic, community and economic development planning and service improvement processes. On behalf of the Immigration Partnership Council, we thank you for your leadership and for supporting our shared future.

Sincerely,
Waterloo Region Immigration Partnership Council

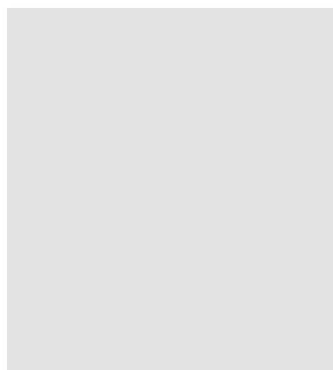


Waterloo Region Immigration

STRATEGY

2025 - 2028

| Building Community through Immigration



Immigration 2025 and Beyond

Waterloo Region has welcomed immigrants since its early beginnings. Immigrants from around the world make Waterloo Region a better community for all with their talents, passion and strengths. Everyone has a role in helping them thrive.

Since 2009, public, private and non-profit organizations have worked together through the Waterloo Region Immigration Partnership to enhance immigrant success and community prosperity.

This strategy – our sixth – reflects our ongoing commitment to both immigrants and our regional community. During its development, the world continued to grapple with the economic and social impacts of the COVID-19 pandemic and a new wave of economic uncertainty was unleashed following the recent American election. Immigration will continue to play a vital role in Waterloo Region's resilience, now and in the future.

We are pleased to launch Waterloo Region's Immigration Strategy 2025. It is grounded in the expertise and instinct of immigrants, partner organizations and the wider community. It sets community priorities for the next three years, guiding what we will do and accomplish. Together, we are building community through immigration. Join us.

On behalf of the Immigration Partnership:



Dr Ernest Osei
Chair



Trish Weigel-Green
Vice Chair



Tara Bedard
Executive Director

Waterloo Region, April 2025.

About Waterloo Region Immigration Partnership

Who We Are

The Immigration Partnership is a collaboration of public, private and non-profit partner organizations working together through a Leadership Council and three Steering Groups – Settle, Work, Belong – to take action to enhance immigrant success and community prosperity.

We engage with federal, provincial and other government and community initiatives to strengthen their ability to contribute immigrant success.

We are accountable to each other, our regional community and our funders.

Vision

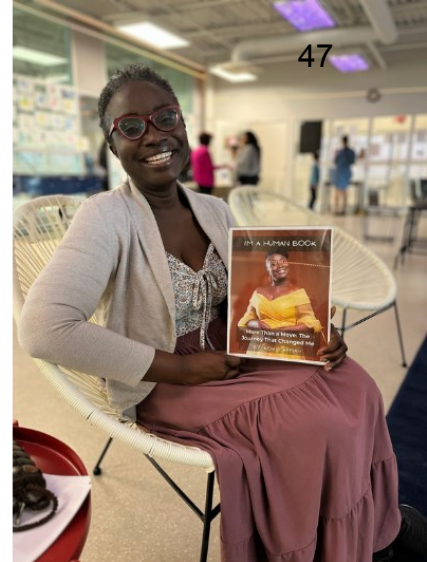
Waterloo Region is an inclusive community where immigrants thrive and contribute to shared prosperity and growth.

Mission

We equip partners and community leaders to take action to enhance immigrant success and community prosperity through research, mobilization and influence.

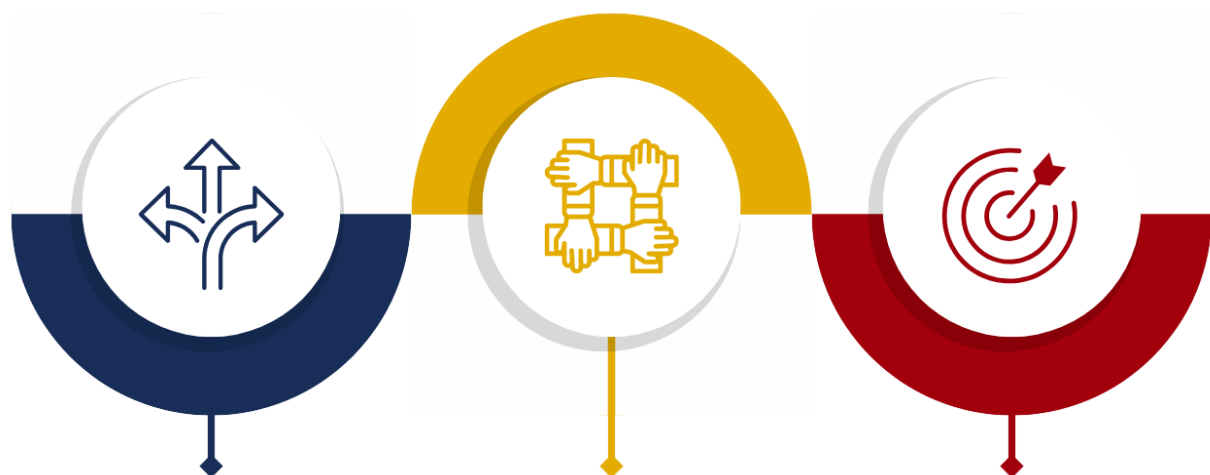
Territorial Acknowledgment

Waterloo Region is located on the traditional territory of the Haudenosaunee Anishnaabe and Chonnonton peoples. This land, within the Haldimand tract, is promised to the Six Nations of the Grand River, taking in six miles on each side of the Grand River. We acknowledge the enduring presence of the Indigenous people with whom we share this land, and our shared responsibility to help realise the Truth and Reconciliation calls to action.



Our Guiding Principles

We are:



RESPONSIVE

Striving to be flexible in adapting to the changing needs of immigrants and refugees through broad community consultation.

COLLABORATIVE

Working collectively in an inclusive, respectful, non-judgmental manner which follows consensus and builds on best practices and innovation while being transparent and accountable to the community.

RESULTS-ORIENTED

Taking action to efficiently achieve community-wide change to the systems and supports that impact immigrants and refugees.

We Will:

- Amplify immigrant voices
- Help everyone do their part
- Foster mutual learning and interrelatedness among immigrants and others
- Work for equity
- Tailor community actions to unique immigrant journeys





Why Immigration

Canada has a history of managed migration. It selects people from around the world to contribute to Canada's economic success. It provides a fresh start to refugees fleeing war and persecution. It encourages family sponsorship. It welcomes many temporary residents on work and study visas.

Immigrants have helped to build prosperity for all in Canada over generations. In 2023, almost 98% of Canadian population growth came from immigration. Immigrants fill labor shortages, boost consumer spending, and create businesses. Immigrants bring new skills, ideas, and entrepreneurial spirit, contributing to innovation and economic growth and making important contributions across every sector of Canada's economy. They contribute to the tax base which supports social programs, donate to charity, volunteer and are drivers of arts and culture.

The last decade saw incredible change. We weathered a global pandemic that disrupted every aspect of economic and social life. Canada chose significant immigration growth and rapid immigration policy change to respond to regional and industry-based population and labour force challenges. Infrastructure did not keep pace with this unplanned growth. The federal government recently reversed its immigration growth path. There is national and global economic uncertainty emanating from American economic policy.

In this time of immense uncertainty, immigration remains a core element of Canadian economic policy. Intentional community-based action to support and sustain immigration success is critical.



Expected Outcomes

COUNCIL

- Partners and community leaders are taking action to enhance immigrant success and community prosperity
- The community understands the beneficial impact of and supports immigration
- Policies and systems progressively enhance immigrant and community success

SETTLE

- Services are increasingly responsive to the needs of immigrants
- Immigrants are using a range of settlement and other community services

WORK

- Employers are increasingly aware of the benefits of immigration and are successfully hiring & retaining immigrants
- Immigrants are finding appropriate and desirable work

BELONG

- Waterloo Region is increasingly welcoming
- Immigrants are connected and engaged in the community



Strategic Priorities

1. Gather insights and evidence
2. Mobilize partners and community leadership
3. Influence decision makers
4. Build organizational resilience

Goals and Objectives

1. Gather insights and evidence	
Goals	Objectives
1.1 Synthesize insights, data and research about immigration and immigrant experiences to develop a shared understanding of immigration and its ecosystem	1.1.1 Build strong partnerships to be a centre of excellence for immigration research and insights
	1.1.2 Conduct research and gather data and insights to understand the settlement ecosystem, immigration trends, experiences, gaps, opportunities, and innovations
1.2 Leverage data to identify system-wide strategies that build support for immigration and address the primary needs of immigrants	1.2.1 Share research data and insights with partners and community leaders to plan strategies for improving immigrant settlement, work and belonging
	1.2.2 Develop action-oriented tools that support immigrant integration based on current evidence and community priorities



2. Mobilize partners and community leadership

Goals	Objectives
2.1 Drive the adoption of infrastructure that improves access to information and supports for partners and immigrants	2.1.1 Leverage tools, funding and expertise to streamline information and supports for partners and immigrants
	2.1.2 Strengthen collaboration with other immigration partnerships and organizations for greater reach and efficiencies
2.2 Collaborate with partners and community leadership to make changes that improve immigrant integration	2.2.1 Facilitate data driven service coordination and enhancement decisions, and lead community response to mass arrivals and emerging events
	2.2.2 Generate engagement, learning and partnership opportunities that advance immigrant integration and foster systemic change

3. Influence decision makers

Goals	Objectives
3.1 Influence public, private and non-profit decision makers to make change and investments that improve immigrant settlement, work and belonging	3.1.1 Build relationships and provide partners with impactful connection and advocacy opportunities
	3.1.2 Advocate for organizational and system wide change and investment on shared priorities
3.2 Guide public, private and non-profit employers to actively improve immigrant settlement and employment	3.2.1 Connect partners to employers to advance shared priorities
	3.2.2 Advocate for changes that reduce immigrant employment barriers



4. Build organizational resilience

Goals	Objectives
4.1 Engage a robust, representative group of partners and staff with appropriate skills and influence	4.1.1 Identify necessary skills and networks
	4.1.2 Align recruitment and training with findings of needs assessment
4.2 Ensure organizational funding, governance and structures optimize performance	4.2.1 Regularly review governance policies and structure for effective performance
	4.2.2 Implement a long-term funding strategy that includes diversifying revenue sources



Our Partners

Council

Dr Ernest Osei (Chair), Community Member
Trish Weigel Green, (Vice Chair), Conestoga College

Tracey Hare Connell (Past Chair), The Coaching Co.

Charlene Mak, International Student Advisor Group & Wilfrid Laurier University

Ian McLean, Greater KW Chamber of Commerce

Paulina Rodriguez, City of Waterloo

Zohra Wali, City of Cambridge

Brian Kamm, United Way Waterloo Region Communities

Dauda Raji, House of Friendship

Katherine Peterson, YMCA of Three Rivers Immigrant Services

Lucia Harrison, KW Multicultural Centre

Michael Doroshenko, Community Member

Murray Gamble, The C3 Group of Companies

Peter Sweeney, Region of Waterloo, Commissioner, Community Services

Prof Jenna Hennebry, Wilfrid Laurier University, International Migration Research Centre

Conal Vaughan, Immigration, Refugees & Citizenship Canada (*ex officio*)

Andrea Hopkins, Ontario Ministry of Tourism, Culture and Sport (*ex officio*)

Settle

Charlene Mak (Chair), International Student Advisor Group & Wilfrid Laurier University

Debbie Engel (Vice Chair), Camino Wellbeing + Mental Health

Zeri Zigeta (Advisory Chair), Kinbridge Community Association

Alana Banton, Brittany Bridge, Kristine

Marchetti, **Nikolett Agoston**, **Sheryl Mascoll** and **Vanessa Allen**, Region of Waterloo

Almira Hodzic, **Julie Vu**, **Laura Stoutenburg** and **Natalie Hughes**, Conestoga College

Ana Luz Martinez, **Brittney Emslie**, **Etag Elkhalfa** and **Tera Dargavel**, KW Multicultural Centre

Angie Pham, **Imtenan Abd-El-Razik** and **Jennifer Ardon**, Waterloo Region Community Legal Services

Anna Schwarz and **Babur Mawladin**,

Reception House Waterloo Region

Asma Alwahsh, Canadian Arab Women Association KW

Ben MacBride-Smith, **Michele Breault**, **Pauleen Payne** and **Sandra Kuppek**, St. Louis Adult Learning and Continuing Education Centre

Brenda Okoree, Kind Minds Family Wellness

Carolyn Beukeboom, The Centre for Family Medicine

Dauda Raji, House of Friendship

Diana Wiles, Heart of the Region

Donalee McIntyre, City of Cambridge

Duaa Al-Aghar, Muslim Social Services

Eliseo Martell, Community Member

Emily Gray, Camino Wellbeing + Mental Health

Engin Sezen and **Jenna Hennebry**, Wilfrid Laurier University

Faduma Musse, Somali Canadians Association of Waterloo Region (SCAWR)

Hoda Ghonim, Shore Centre

Isaiah Ritzmann, The Working Centre

Jean De Dieu Basabose, Collège Boréal

Jingling Xue, Kitchener Public Library

Lidia Gomez, English at First

Lily Adams and **Marian Rozman**, YMCA of Three Rivers

Linda Terry, Age Friendly Waterloo Region Network

Mayada Abou Warda, Community HealthCaring Kitchener Waterloo

Natasha Hergott, Women's Crisis Services Centre

Paula Marshall, Mennonite Central Committee Ontario

Priscilla Muzira, AIDS Committee of Cambridge, Kitchener, Waterloo and Area
Shelley Campagnola, COMPASS Refugee Centre

Siba Al-Khadour, Levant Canada

Wisam Osman, Coalition of Muslim Women



Work

Ian Mclean, Chair, Greater KW Chamber of Commerce
Sheila McIntosh, Vice-Chair, Community member
Caroline Nessner, City of Kitchener (SDG)
Charlene Hofbauer, Workforce Planning Board of Waterloo Wellington and Dufferin
Dominique Charbonneau, City of Waterloo Economic Development
Eltag Elkhalfi, KW Multicultural Centre
Isabel Vankuik, Scotiabank
Jonathan Hendel, Region of Waterloo Economic Development
Jordyn Leith, Wilfrid Laurier University
Julie Newman, Willow Hall HR
Katrina Michielsen, Conestoga College
Laura Pearce, City of Cambridge Economic Development
Lily Magnus, Kinbridge Community Association
Michael Doroshenko, Community member
Mohamed Bille Hassan, Camino Wellbeing + Mental Health
Natalie Cooper, Region of Waterloo Employment Services
Roberto Villamar, Community member
Sue Benoit, YourH2R
Swati Sharma, YMCA of Three Rivers
Tamin Hamidi, Serco

Belong

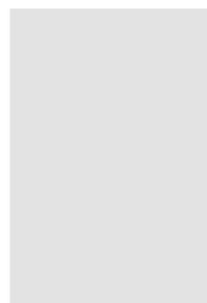
Paulina Rodriguez (Co-Vice Chair), City of Waterloo
Zohra Wali (Co-Vice Chair), City of Cambridge
Ana Lagos and Brittney Emslie, KW Multicultural Centre
Abby Cooper, Hearts Open for Everyone
Ali Aminaei Chatroudi, Jennifer Sullivan, Marina Dotzert and Mary Dowhaniuk, City of Kitchener

Alex Allen, Hospice WR
Anna Schwarz, Babur Mawladin and Pari Karem, Reception House Waterloo Region
Aoussaf Arrout and Marwa Gebeil, Kinbridge Community Centre
Arcy Canumay, Sustainable WR Travel Wise
Asma AlWahsh, Canadian Arab Women's Association
Cameron Tai and Emily Vincent, Volunteer WR
Cheryl Faria, Nikolett Agoston and Sheryl Mascoll, Region of Waterloo Children's Services
Cheryl Grove, Julia Nosova and Umi Mohammed, Region of Waterloo
Corie Schweertman, Conestoga College
Emily Jaarsma, Greenway-Chaplin Community Centre
Fadhilah Balogun, CCORIC member, African Women Alliance of Waterloo Region
Fauzia Wafai, Kokui Appiah and Mifrah Abid, Community members
Fidelia Ukueje, Nigerians in the Region of Waterloo (NIROW) and Region of Waterloo
Julia Gingrich, Waterloo Public Libraries
Kathilee Porter, ELLA
Lisa Leachman, Cambridge Food Bank
Lisset Jacinto, YMCA of Three Rivers – Cambridge
Marie-Pierre Daoust, Conseil Scolaire Catholique Mon Avenir
Ravit Lechter, Waterloo Region Jewish Community Council
Rihanat El-Alawa, Waterloo Region District School Board
Saifullah Muhammad, Rohingya Centre
Sarah Shafiq, Coalition of Muslim Women Kitchener – Waterloo
Shannon Markle, Cambridge Public Libraries
Teena Paul, Camino Wellbeing + Mental Health





Waterloo Region Immigration **STRATEGY** 2025 - 2028



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Subject: Strategic Planning for Fire Service Delivery and Fleet Management in Wilmot Township

Dear Mayor Salonen, Members of Council, Chief Leeson,

I am writing to express my appreciation for your ongoing commitment to fire safety and the provision of efficient, effective fire services for all residents of Wilmot Township. As our community continues to grow and evolve, it is essential that we carefully consider the future needs of our fire department, particularly in relation to fleet management and capital expenditures.

One key issue for consideration is the value proposition of purchasing two, 75-foot aerial trucks versus a single 100-foot. With a fleet of 13 trucks, the probability of continual replacement is high. I am curious what the current age profile of our entire fleet is, how many are approaching maturity within the next decade, and the estimated replacement cost over the next 10-years. It would be prudent for Council to outline a clear plan to address the capital expenses associated with these replacements, especially in the context of Wilmot's growth strategy and the fire service requirements of future developments that are in queue.

Additionally, I would like to express my interest in Wilmot exploring a 100-foot aerial partner agreement with neighbouring fire departments. Could there be financial benefit to paying for actual usage under a 'fee-for-service' agreement, rather than maintaining our own 100-foot aerial? For example, if we were billed for 24 service calls in a calendar year, what would be the comparative cost of a fee-for-service contract versus cost of ownership? This option could still provide the Township with additional capacity, while ensuring further investment is made in higher use cases.

I suspect that in most cases, a 75-foot aerial would be sufficient and more cost-effective. Purchasing two such trucks would not only support future growth but also provide operational flexibility, allowing for simultaneous deployment to multiple locations, improved maneuverability, and "backup" capacity if one truck were to be out of service.

Our community is being asked to further increase our capital funding at an accelerated pace, with a proposed 9% capital increase for 2026. I urge Council to consider any new apparatus procurement within the 2026 budget fall within the proposed capital budget and does not result in further tax levy increases or the introduction of new debentures.

Finally, I recommend a broader discussion around the service levels we wish to provide in fire service delivery. Other communities have structures that exceed the capabilities of aerial ladder service, and it is important for Wilmot to define the standards and expectations for our fire services moving forward. Another example of service review is Mannheim. Located near Kitchener, a fee-for-service partnership might enable access to additional resources, as Kitchener Station-7 has the potential of providing a quicker response time to that of New Dundee, or Baden.

Thank you for your attention to these important matters. I look forward to your leadership in ensuring Wilmot Township remains safe, prepared, and fiscally responsible.

Sincerely,
Rory Farnan
Wilmot Township Resident

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



Corporate Policy Manual

Section: Council

Title: Commemorative or Decorative Crosswalks Policy

Policy Number: CG-IS-2025-002

Approved by: Council

Administered by: Infrastructure Services

Effective: October 28, 2025

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 commemorative or decorative crosswalk installations on Township Roads.

SCOPE

This policy applies to commemorative or 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 commemorative or 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 commemorative or 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 Commemorative or 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 commemorative or 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) Commemorative or 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 commemorative or 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 commemorative or 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) Commemorative or decorative designs shall not include any form of advertising or copyright-protected material, or political or religious content, or hate speech.
- k) Commemorative or decorative designs including elements that may encourage interaction from road users or pedestrians shall not be permitted.
- l) All commemorative or 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 Commemorative or Decorative Crosswalk Policy and recommend amendments thereto.
- 1.2. Consider approval of applications for Commemorative or Decorative Crosswalks.

2. Director of Infrastructure Services

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

3. Staff

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

COMMUNICATION

The Commemorative or 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

CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (the “**Agreement**”) is made effective as of _____ (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 Commemorative or Decorative Crosswalk located, in accordance with Schedule “A” hereto (the “**Crosswalk**”), in accordance with The Township’s Commemorative or 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 _____.
2. **Condition Subsequent to Contribution.** The Township covenants that it shall:

- (a) complete the Project on or before _____; 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 Commemorative or Decorative Crosswalk specified in the Project if the Contribution is not received in full by the Township by the stated deadline, on or before _____.

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:

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

SCHEDULE “A”**Decorative Crosswalk Locations**

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

Staff Report

REPORT NO:	IS-2025-36
TO:	Council on October 27, 2025
SUBMITTED BY:	Ken VanderWal, Acting Director of Infrastructure Services
PREPARED BY:	David Kleine, Manager of Public Works
REVIEWED BY:	Jeff Willmer, Chief Administrative Officer
DATE:	October 16, 2025
SUBJECT:	Wilmot-Kitchener Boundary Road Maintenance Agreement

RECOMMENDATION:

THAT Report IS-2025-36 Wilmot-Kitchener Boundary Road Maintenance Agreement be received for information; and,

THAT Council renew the agreement with The City of Kitchener for the maintenance and repair services for two segments of road: a portion of Trussler Road and the entirety of Waldau Crescent,

THAT Council considers By-law 2025-65, being a by-law to authorize the Mayor and the Clerk to enter into an agreement with the City of Kitchener for boundary road maintenance and repair services.

SUMMARY:

The purpose of this report is to obtain Council approval for the Boundary Road Maintenance Agreement, which has been negotiated with the City of Kitchener and previously reviewed by the Township's Solicitor. The City of Kitchener agrees to provide the maintenance and repair services for the section of Trussler Road between Snyder's Road East/Highland Road West and Highview Drive, and Waldau Crescent from Trussler Road to the west limit of Waldau Crescent.

This Agreement will allow for the maintenance and repair of Trussler Road and Waldau Crescent to continue in accordance with the terms and conditions of the boundary road maintenance agreement for a period of five (5) years, set to expire on January 1, 2030.

BACKGROUND:

The section of Trussler Road is a boundary road shared between Wilmot and Kitchener, whereas Waldau Crescent falls entirely under the jurisdiction of Wilmot. In 2020 a five-year boundary maintenance agreement between Wilmot and Kitchener was agreed upon and is now set to expire on December 31, 2025. Winter maintenance activities on these road segments have been conducted by Kitchener due to the proximity to their pre-existing winter routes as a way to provide the most logical resources and cost-effective approach for winter maintenance.

REPORT:

Attachment 1 - Boundary Road Maintenance Agreement outlines the routine maintenance and repair services the City of Kitchener conducts on Trussler Road between Snyder's Road East/Highland Road West and Highview Drive, and winter maintenance services for Waldau Crescent from Trussler Road to the west limit of Waldau Crescent, on behalf of Wilmot.

The Agreement also establishes terms related to capital improvements for Trussler Road, where each municipality will share equally in these costs; however no capital improvement of any kind will be undertaken unless the improvements have been jointly approved by the Council of the Township of Wilmot and the City of Kitchener. All capital improvements and expenditures for Waldau Crescent will be entirely at Wilmot's expense.

The Township of Wilmot and City of Kitchener have agreed to a 5-year term with the opportunity to renew the Agreement at the end of the term with a revised pricing schedule and upon mutual consent of both parties. The Agreement may be terminated by either the Township of Wilmot or City of Kitchener by providing six (6) months written notice.

Payment to the City of Kitchener to provide the maintenance and repair services for these two sections of road is in line with costs received by the Township of Wilmot from Oxford County and the Township of Wellesley to undertake similar maintenance and repair services on shared boundary roads segments.

The attached Agreement has been previously prepared and reviewed by staff and solicitors from both the City of Kitchener and Township of Wilmot. Both parties are agreeable to the terms and conditions and payment schedule contained within the attached Agreement.

This is a 5-year renewal with updated fees.

ALIGNMENT WITH THE TOWNSHIP OF WILMOT STRATEGIC PLAN:

Financial Stability

FINANCIAL CONSIDERATIONS:

The annual fee payable to the City of Kitchener for undertaking the maintenance and repair services as identified in the Agreement is as follows:

2026 - \$4,893
 2027 - \$5,016
 2028 - \$5,141
 2029 - \$5,270
 2030 - \$5,401

The historical costs have been included annually in the Roads Department operating budget submissions to Council. These historical costs are generally in line with the cost schedule listed above. The annual costs above represent marginal and reasonable cost increases (2.5% per year) over the term of the agreement.

ATTACHMENTS:

The agreement has been attached to the By-law.



OFFICE OF THE CHIEF ADMINISTRATIVE OFFICER

Staff Report

REPORT NO: CAO-2025-13
 TO: Council on *Monday, October 27*
 SUBMITTED BY: Jeff Willmer, Chief Administrative Officer
 PREPARED BY: Jeff Willmer, Chief Administrative Officer
 REVIEWED BY: Jeff Willmer, Chief Administrative Officer
 DATE: October 16, 2025
 SUBJECT: Strategic Action Plan Quarterly Update

RECOMMENDATION:

THAT Report CAO-2025-13 Strategic Action Plan Quarterly Update be received for information.

SUMMARY:

This report provides a progress update on the action items listed in the Township's Strategic Action Plan.

BACKGROUND:

Wilmot Township's current Strategic Action Plan was approved in 2024 based on feedback gathered through a public survey and local stakeholder sessions. Four key priorities emerged from this process and formed the strategic goals of the plan. The plan lists several practical, achievable actions that will help the Township reach these four goals.

REPORT:

This report provides a progress update on the action items listed in the strategic action plan. Of the 39 action items 10 are complete, 21 are in progress and there is no progress on eight.

Of the eight strategic action items currently showing no measurable progress, one warrants particular attention: Item 1.1b – *Enhance and expand the Asset Management Plan in compliance with provincial requirements*. Over recent years, the Township has advanced toward meeting the obligations outlined in Ontario Regulation 588/17. Foundational components have been successfully implemented, including:

- A compliant Asset Management Policy (2018)
- A comprehensive Asset Management Plan (2022)

These documents satisfy regulatory requirements for core infrastructure assets by addressing:

- Asset Inventory
- Current Value Assessment
- Condition and Performance Metrics
- Levels of Service
- Lifecycle Activities and Associated Costs

However, a critical gap remains in the accurate determination of functionality and replacement values for our water infrastructure, sanitary sewers and storm sewers, as well as small culverts. (Bridges and large culverts are inspected bi-annually in accordance with Ontario Structure Inspection Manual [OSIM] standards.) Additionally, the development of a financial strategy to support sustainable reinvestment and ensure long-term funding for water and sewer infrastructure renewal must be prioritized to meet upcoming compliance deadlines.

Item 1.1d *Establish a multi-year operating and capital budget forecast that includes estimated growth-related costs* and Item 3.1b *Develop a financial strategy to support sustainable growth* are to be included in either the 2026 budget process or in a long-term financial strategy.

Item 3.2a *Introduce Community Improvement Plan (CIP) with incentives to revitalize core urban centres and encourage more affordable housing in appropriate locations* is proposed to be included in the new Official Plan in 2026.

Item 4.2a *Complete a comprehensive service review to establish a baseline of program/services costs. This review will include community engagement, and the outcome will be recommended service levels including costs and budget implications* is proposed to follow the Service Delivery Review which is now under way.

Three other action items are not yet started as they are not a priority given available resources. Those are the following:

1.2d *Introduce a naming rights/corporate sponsorship program/policy;*

3.2d *Expand the partnership with the Waterloo Regional Tourism Marketing Corporation to include additional Wilmot amenities and activities;* and

4.2c *Implement customer service/request tracking processes and tools (e.g., Customer Relationship Management (CRM) software) to enhance customer service across all programs and facilities.*

ALIGNMENT WITH THE TOWNSHIP OF WILMOT STRATEGIC PLAN:

Trustworthy Leadership

FINANCIAL CONSIDERATIONS:

None at this time.

ATTACHMENTS:

Strategic Plan Action Tracker spreadsheet

2024-2027 Township of Wilmot Strategic Plan Action Tracker

No.	Action Item	Strategic Plan Pillar	Pillar Sub Group	Department	Secondary Department	Current Status	Target Deadline	Completed
1.1A	Implement an enterprise resource planning (ERP) system as a foundation for effective financial accountability and reporting.	Financial Stability	FS1 - Taking a long-term evidence-based approach to drive budgeting, operations and projects	Office of the CAO		Approval of Capital Funding in 2026. \$300K approved, will require \$500K+ more to implement. Gap in customer service software/tracking of contact with constituents. Consider CRM component.	Q1 2027	In Progress
1.1B	Enhance and expand the Asset Management Plan in compliance with provincial requirements.	Financial Stability	FS1 - Taking a long-term evidence-based approach to drive budgeting, operations and projects	Corporate Services		We are not currently in compliance with provincial requirements. Additional resources required to complete.		No Progress
1.1C	Complete a financial reserve plan, including a Council-approved reserve policy.	Financial Stability	FS1 - Taking a long-term evidence-based approach to drive budgeting, operations and projects	Corporate Services		Reserve Policy approved September 2024. No further progress made.		In Progress
1.1D	Establish a multi-year operating and capital budget forecast that includes estimated growth-related costs.	Financial Stability	FS1 - Taking a long-term evidence-based approach to drive budgeting, operations and projects	Corporate Services		10 year capital forecast will built into the 2026 budget. Multi-year operating is not a priority at this time.	Q4 2025	No Progress
1.2A	Build organizational capacity to pursue and apply for financial grant opportunities.	Financial Stability	FS2 - Diversifying our revenue sources to reduce reliance on residential taxpayers.	Corporate Services		Grant Specialist position filled.	Q4 2025	Complete
1.2B	Explore opportunities to introduce user fees where appropriate.	Financial Stability	FS2 - Diversifying our revenue sources to reduce reliance on residential taxpayers.	Corporate Services	Community Services	Introduced user fee for paper based utility bills effective July 1, 2025. Enhanced user fees for non-residents in Community Services.	Q2 2025	Complete
1.2C	Introduce Council-approved revenue generation (pricing policy) and cost-recovery targets in specific program/service areas.	Financial Stability	FS2 - Diversifying our revenue sources to reduce reliance on residential taxpayers.	Corporate Services		Establish Revenue Policy related to subsidized services. Fees subsidy discounts considered August 2025.	Q3 Annual Review	In Progress
1.2D	Introduce a naming rights/corporate sponsorship program/policy.	Financial Stability	FS2 - Diversifying our revenue sources to reduce reliance on residential taxpayers.	Corporate Services	Community Services		Q1 2027	No Progress
2.1A	Establish service level standards and targets for core Township-delivered services and programs.	Healthy Community	HC1 - Delivering valuable core services and programs.	All		Service Delivery Review underway.	Q4 2025	In Progress
2.1B	Develop and share a “who does what” communication piece describing Township, Region, and Provincial areas of responsibility, including communicating the Township’s service level standards and targets.	Healthy Community	HC1 - Delivering valuable core services and programs.	Office of the CAO		Underway.	Q1 2026	In Progress
2.2A	Establish a skate park concept design, location, funding options, and potential community partners.	Healthy Community	HC2 - Expanding healthy living and recreation opportunities.	Community Services		Approval of design funds and selection of site complete. Consultant to be retained to complete community engagement, design and funding strategy.	Q3 2026	In Progress

2024-2027 Township of Wilmot Strategic Plan Action Tracker

No.	Action Item	Strategic Plan Pillar	Pillar Sub Group	Department	Secondary Department	Current Status	Target Deadline	Completed
2.2B	Complete accessibility plan with clear priorities, timelines, and estimated costs.	Healthy Community	HC2 - Expanding healthy living and recreation opportunities.	Corporate Services		Plan approved in 2025, implementation will be a budget consideration.	Q4 2025	Complete
2.2C	Establish timelines and viable funding options to move forward with enhanced recreation amenities in alignment to the Community Services Master Plan.	Healthy Community	HC2 - Expanding healthy living and recreation opportunities.	Community Services		Community Services Master plan established. Funding options to be considered in 10 year caputal forecast.	Q3 2025	Complete
2.2D	Create a plan and potential funding options to rehabilitate the New Hamburg arena.	Healthy Community	HC2 - Expanding healthy living and recreation opportunities.	Community Services		Project on hold until other avenues of funding become available. Provincial funding was returned as Township could not generate it's share.	Q1 2025	Complete
2.3A	Engage local school boards to expand use of school facilities and amenities for community programs.	Healthy Community	HC3 - Working with our community partners to enhance our quality of life.	Community Services		Further grow community recreation programs. Focus on new school facilities. Need for gymnasium space.	Q2 2026	In Progress
2.3B	Strengthen relationships with community groups by developing partnership agreements that include clear and consistent policies, processes, roles, and responsibilities.	Healthy Community	HC3 - Working with our community partners to enhance our quality of life.	Community Services		Fees and Subsidies Report. Develop agreements and updated affiliation policy approved.	Q3 2025	In Progress
2.3C	Work with the Region of Waterloo to enhance public transit options for Wilmot residents.	Healthy Community	HC3 - Working with our community partners to enhance our quality of life.	Office of the CAO		Endorsed strategy at Regional Level, part of regional transit strategy. Joint Townships and Regional delegation at 2025 AMO conference.	Q2 2025	In Progress
3.1A	Complete a secondary plan for Baden and New Hamburg identifying areas where higher density housing is appropriate.	Prosperous Businesses & Balanced Growth	PBBG1 - Encouraging well-planned growth while preserving our rural heritage and small-town character.	Development Services	Infrastructure Services	To be included in new Official Plan. Update underway.	Q3 2026	In Progress
3.1B	Develop a financial strategy to support sustainable growth.	Prosperous Businesses & Balanced Growth	PBBG1 - Encouraging well-planned growth while preserving our rural heritage and small-town character.	Corporate Services			Q2 2026	No Progress
3.2A	Introduce Community Improvement Plan (CIP) with incentives to revitalize core urban centres and encourage more affordable housing in appropriate locations.	Prosperous Businesses & Balanced Growth	PBBG2 - Supporting local businesses and providing more housing options.	Development Services	Infrastructure Services	Proposed to be included in new Official Plan in 2026	Q2 2026	No Progress
3.2B	Attract jobs and investment by introducing an economic development officer position.	Prosperous Businesses & Balanced Growth	PBBG2 - Supporting local businesses and providing more housing options.	Development Services		At the Jan 16, 2025 Council Meeting, Council did not approve the FTE request for an Economic Development Officer.	Q4 2025	Complete
3.2C	Complete an economic development strategy recommending actions to support existing businesses and attract new investment and jobs.	Prosperous Businesses & Balanced Growth	PBBG2 - Supporting local businesses and providing more housing options.	Development Services		At the Jan 16, 2025 Council Meeting, Council did not approve the FTE request for an Economic Development & Tourism Officer. RIRS completed by WEDC and Townships.	Q1 2026	Complete

2024-2027 Township of Wilmot Strategic Plan Action Tracker

No.	Action Item	Strategic Plan Pillar	Pillar Sub Group	Department	Secondary Department	Current Status	Target Deadline	Completed
3.2D	Expand the partnership with the Waterloo Regional Tourism Marketing Corporation to include additional Wilmot amenities and activities.	Prosperous Businesses & Balanced Growth	PBBG2 - Supporting local businesses and providing more housing options.	Development Services		At the Jan 16, 2025 Council Meeting, Council did not approve the FTE request for an Economic Development Officer.	Q2 2026	No Progress
3.2E	Establish a dedicated reserve fund to support the development of future affordable housing options.	Prosperous Businesses & Balanced Growth	PBBG2 - Supporting local businesses and providing more housing options.	Corporate Services	Development Services	Is incorporated into development approvals.	Q2 2026	Complete
3.3A	Partner with community groups to implement a “Let’s Tree Wilmot” program increasing the urban tree canopy.	Prosperous Businesses & Balanced Growth	PBBG3 - Protecting our natural environment.	Community Services		Council Approved Funding through annual Enova Grant, \$25,000 multi-year project plan. Complete in 2025. Additional funding through FCM.	Annual	Complete
3.3B	Establish a plan with funding and sponsorship options to expand and enhance the Township’s trail network.	Prosperous Businesses & Balanced Growth	PBBG3 - Protecting our natural environment.	Community Services	Development Services	Develop RFP for update to the Trails Master Plan. Master Plan update will provide direction on future trail development, operational standards and funding sources.	Q4 2025	In Progress
3.3C	Explore options and costs to introduce a meaningful green energy pilot project.	Prosperous Businesses & Balanced Growth	PBBG3 - Protecting our natural environment.	All	Community Services	Community Services investigating Level 3 EV Charging Stations, Solar and Cold Water applications for WRC. These opportunities are in conjunction with potential funding available with Grand River Energy and Enova. Community Services has already intuited Energy and Demand Management strategies with "smart" thermostats at Satellite facilites as well as controls for setpoints at the WRC.	Q1 2026	In Progress
4.1A	Initiate bi-annual Town Hall sessions with the Mayor, Council and Township staff.	Trustworthy Leadership	TL1 - Enhancing the Township’s reputation through meaningful community engagement.	Office of the CAO		Mayor participation, May 29 and Nov 20, 2025	Q2 2025	In Progress
4.1B	Complete a communication strategy that establishes community engagement priorities/targets, activities, and methods, including optimizing the Engage Wilmot portal site.	Trustworthy Leadership	TL1 - Enhancing the Township’s reputation through meaningful community engagement.	Office of the CAO		Refresh underway.	Q1 2026	In Progress
4.1C	Create clear and concise communication raising awareness of the Township’s significant financial challenges, including information about what actions are being taken to address this issue.	Trustworthy Leadership	TL1 - Enhancing the Township’s reputation through meaningful community engagement.	Office of the CAO	Corporate Services	Part of the 2026 budget process.	Q4 2025	In Progress
4.1D	Initiate a web-based performance dashboard communicating progress on strategic priorities and actions.	Trustworthy Leadership	TL1 - Enhancing the Township’s reputation through meaningful community engagement.	Office of the CAO		Staff will resume quarterly reporting to Council Q4 2025.	Q4 2025	In Progress

2024-2027 Township of Wilmot Strategic Plan Action Tracker

No.	Action Item	Strategic Plan Pillar	Pillar Sub Group	Department	Secondary Department	Current Status	Target Deadline	Completed
4.2A	Complete a comprehensive service review to establish a baseline of program/services costs. This review will include community engagement, and the outcome will be recommended service levels including costs and budget implications.	Trustworthy Leadership	TL2 - Continuously improving our day-to-day operations to be more effective, efficient, and customer focused.	All		Will follow the Service Delivery Review.	Q2 2026	No Progress
4.2B	Explore opportunities for sharing services with neighbouring municipalities.	Trustworthy Leadership	TL2 - Continuously improving our day-to-day operations to be more effective, efficient, and customer focused.	All		Underway on many fronts (ex. fire, snow removal, peer review consulting, shared use of recreation facilities).		In Progress
4.2C	Implement customer service/request tracking processes and tools (e.g. Customer Relationship Management (CRM) software) to enhance customer service across all programs and facilities.	Trustworthy Leadership	TL2 - Continuously improving our day-to-day operations to be more effective, efficient, and customer focused.	All		No CRM software yet (see ERP), interim approaches. Tracking of some data has improved through the use of GIS, including speed, traffic and collision data.	Q1 2027	No Progress
4.2D	Complete a space needs review and develop options to accommodate future growth.	Trustworthy Leadership	TL2 - Continuously improving our day-to-day operations to be more effective, efficient, and customer focused.	Community Services		Council Received for Information Completion of the Short Term & Long Term Space Needs Strategy Fall 2024. Next steps to be infomed by SDR.	Q4 2025	In Progress
4.3A	Update and improve the Council-staff relations policy and code of conduct.	Trustworthy Leadership	TL3 - Fostering a culture of excellence and professionalism.	Office of the CAO		Jan 6, 2025 Council Meeting: Report COR-2025-02 Council – Staff Relations Policy was defeared during a recorded vote. Council did not motion for staff to bring the policy back with amendments. Awaiting provincial legislation updates on Council Code of Conduct.	NA	Complete
4.3B	Establish customer service standards for staff in all departments and in all facilities.	Trustworthy Leadership	TL3 - Fostering a culture of excellence and professionalism.	Office of the CAO	Community Services	Will follow the Service Delivery Review.	Q4 2026	In Progress
4.3C	Initiate mentoring/succession planning policy and procedures.	Trustworthy Leadership	TL3 - Fostering a culture of excellence and professionalism.	Office of the CAO		Will follow the Service Delivery Review. Progress being made in the interim.	Q3 2026	In Progress
4.3D	Introduce enhanced professional development and training opportunities across all departments.	Trustworthy Leadership	TL3 - Fostering a culture of excellence and professionalism.	Office of the CAO		Identify required (legistlated training), Identify professional development, Identify corporate training. Part of 2026 budget.	Q4 2025	In Progress

THE CORPORATION OF THE TOWNSHIP OF WILMOT
BY-LAW NO. 2025-66

**BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO ENTER INTO A ROAD
MAINTENANCE AGREEMENT BETWEEN THE CORPORATION OF THE TOWNSHIP OF
WILMOT AND THE CORPORATION OF THE TOWNSHIP OF KITCHENER FOR TRUSSLER
ROAD AND WALDAU COURT**

WHEREAS Subsection 5(3) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS Section 29.1 of the *Municipal Act, 2001*, S.O. 2001, c. 25 provides that municipalities having joint jurisdiction over a boundary line highway may enter into an agreement by which each municipality agrees to keep any part of the highway in repair for its whole width and to indemnify the other municipality from any loss or damage arising from the lack of repair for that part;

AND WHEREAS the Corporation of the City of Kitchener and the Township of Wilmot are adjoining municipalities and are desirous of entering into an agreement dealing with the maintenance and repair of a boundary line highway, namely Trussler Road between Snyder’s Road East/Highland Road West and Highview Drive;

AND WHEREAS it has been identified that due to proximity the Corporation of the City of Kitchener may also provide maintenance activities for the Corporation of the Township of Wilmot’s road known as Waldau Court from Trussler Road to the west limit of Waldau Court solely for plowing (snow accumulation) and salting (ice formation) maintenance activities;

AND WHEREAS the Municipal Council for the Corporation of the Township of Wilmot is desirous of entering into an Agreement regarding road maintenance for Trussler Road and Waldau Court, a copy of which is attached as Schedule “A” to this By-law.

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

- 1. That the Agreement regarding the provision of road maintenance activities between the Corporation of the Township of Wilmot and the Corporation of the Township of Kitchener, as more particularly set forth in Schedule “A” attached to this By-law be hereby accepted and approved.
- 2. That the Mayor and the Clerk are hereby authorized to execute under seal all documents relating to this agreement.

READ a first and second time in Open Council this 27th day of October.
READ a third time and finally passed in Open Council this 27th day of October.

Mayor

Clerk

This AGREEMENT made in duplicate this day of , 2025

BETWEEN:

THE CORPORATION OF THE CITY OF KITCHENER
(hereinafter called the “**City**”)

OF THE FIRST PART,

-and-

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

OF THE SECOND PART,

WHEREAS the City and the Township are adjoining municipalities and are desirous of entering into an agreement pursuant to section 29.1 of the *Municipal Act, 2001*, S.O. 2001, c. 25 (the “**Act**”), dealing with the maintenance and repair of a boundary line highway, namely Trussler Road, more particularly described in **Schedule “A”**;

AND WHEREAS the parties hereto additionally agree that the City shall provide specific winter maintenance services on a non-boundary line highway, namely Waldau Court, as more particularly described in **Schedule “A”**, which is owned by the Township and over which only the Township has jurisdiction;

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 City agrees to provide certain highway maintenance and repair services, as more particularly described in Table 1, below, for those highways outlined in section 1.0(b) of this Agreement.
- (b) This Agreement relates to maintenance and repair services for that part of Trussler Road between Snyder’s Road East/Highland Road West and Highview Drive and Waldau Court from Trussler Road to the west limit of Waldau Court, and as more particularly described in **Schedule “A”**, attached (the “**Highways**”).
- (c) The City agrees to maintain Trussler Road, 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**”).

- (d) The Township acknowledges and agrees that the City shall only maintain and repair Waldau Court in accordance with Table 1, below, and in accordance with the MMS for plowing (snow accumulation) and salting (ice formation). The City shall not be liable for any other MMS related to, or associated with, road repair or maintenance on Waldau Court.

TABLE 1	
WALDAU COURT – SERVICES PERFORMED BY THE CITY	TRUSSLER ROAD – SERVICES PERFORMED BY THE CITY
• Plowing	• Plowing
• Salting and sanding	• Salting and sanding
• Pavement Marking – Stop Bar	• Pot holes
• Sign Maintenance – Stop Sign	• Crack sealing
	• Utility cut maintenance
	• Line painting
	• Road patrol (i.e. defect patrol)
	• Debris pick-up
	• Sign maintenance
WALDAU COURT – SERVICES FOR WHICH THE CITY IS NOT RESPONSIBLE	TRUSSLER ROAD – SERVICES FOR WHICH THE CITY IS NOT RESPONSIBLE
• Sidewalks	• Sidewalks (Township portion)
• Curb and gutter repair	• Curb and gutter repair(Township portion)
• Boulevards	• Boulevards
• Winter patrol route	• Ditching
• Pot holes	
• Crack Sealing	
• Utility cut maintenance	
• Line painting – excluding Stop Bar	
• Road patrol (ie. defect patrol)	
• Debris pick up	
• Sign maintenance – excluding Stop Sign	

1.1 Emergency Repairs – Trussler Road

In the event that emergency repairs are required to comply with the MMS for Trussler Road, the City shall inform the Township as soon as reasonably practicable, and the City shall be responsible for performing such emergency repairs. The parties agree that each party is equally responsible for the cost of any such emergency repairs. For greater clarity, the City shall not perform, or be responsible for, emergency road repairs for Waldau Court.

2.0 Capital Improvements – Trussler Road

The City and the Township shall equally share in all capital improvement costs in relation to Trussler Road, being those costs that are required for works that fall beyond regular maintenance and repair.

No capital improvement work of any kind shall be undertaken for Trussler Road unless such capital improvement work has first been jointly approved by the City and the Township. A

municipality whose Council has not approved the capital improvement work for Trussler Road will not be responsible for the payment of any costs to the other municipality on account of such work being performed.

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 Township shall pay to the City the following amounts for the services provided in this Agreement and all pricing below shall be subject to HST:

January 1, 2026 - \$4,893
 January 1, 2027 - \$5,016
 January 1, 2028 - \$5,141
 January 1, 2029 - \$5,270
 January 1, 2030 - \$5,401

The Township shall pay the above-noted amounts within:

- (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 City, both during and after the term of this Agreement, shall release, indemnify and hold harmless the Township, 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.

The Township, both during and after the term of this Agreement, shall release, indemnify and hold harmless the City, its elected officials, 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 Township, its officers, employees, agents and permitted successors and assigns in regard to: (a) the design and construction of Waldau Court; and (b) maintenance, repair or other works not covered by this Agreement.

7.2 Comprehensive General Liability Insurance

Each party shall purchase and maintain third party liability insurance acceptable to the other throughout the term of this Agreement. Coverage shall consist of a comprehensive policy of public liability and property damage insurance in an amount not less than \$10,000,000 per occurrence and such insurance shall name the other as an additional insured thereunder. Such insurance shall be extended to include the following additional endorsements: Products and Completed Operations; Owners and Local Municipalities (Service Providers) Protective Liability; Contingent Employers Liability; Personal Injury; Contractual Liability; Non-Owned Automobile Liability and Cross Liability with a Severability of Interest Clause.

Each party's insurance shall state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail to the other. Any deductibles or self-insured retention must be declared to and approved by the other and any such deductible or self-insured retention shall be the sole responsibility of the respective party in the event of a claim.

7.3 Automobile Liability Insurance

Each party shall purchase and maintain automobile liability insurance in a form acceptable to the other, to a limit of \$10,000,000 inclusive for bodily injury, death and damage to property. Coverage is required for all automobiles owned, leased, hired, or borrowed by the party, for the direct or indirect use of the party in the performance of its duties under this Agreement.

Each party shall forward to the other a "Certificate of Insurance" from their insurer completed in accordance with these stated provisions.

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: Director of Infrastructure Services
Email: publicworks@wilmot.ca

to Kitchener at:

The Corporation of the City of Kitchener
200 King Street West
Kitchener, ON N2G 4G7
Attention: Director of Operations
Email: _Roslyn.Lusk@kitchener.ca _____

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 CITY OF KITCHENER

MAYOR

CLERK

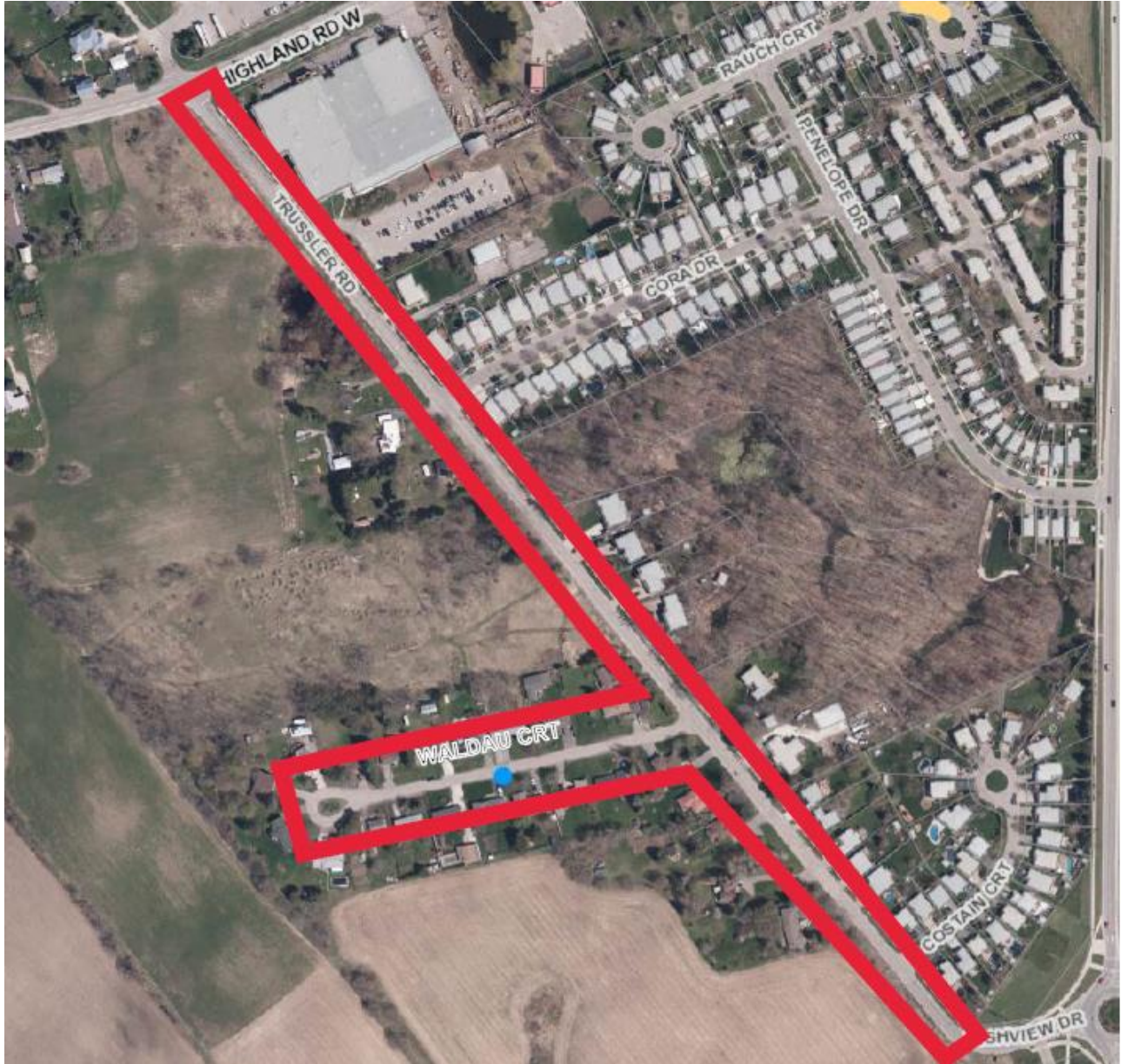
THE CORPORATION OF THE TOWNSHIP OF WILMOT

Natasha Salonen
MAYOR

Kaitlin Bos
Director of Clerk's Services

SCHEDULE "A"

MAP OF HIGHWAY LOCATIONS



THE CORPORATION OF THE TOWNSHIP OF WILMOT

BY-LAW NO. 2025-67

**TO CONFIRM THE PROCEEDINGS OF COUNCIL
AT ITS MEETING HELD ON OCTOBER 27, 2025**

**THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF WILMOT
ENACTS AS FOLLOWS:**

1. The actions of the Council at its meeting held on October 27, 2025, with respect to each recommendation contained in the reports forwarded to Council, and in respect to each resolution and other action passed and taken by Council at this meeting, except where the prior approval of the Ontario Land Tribunal is required, are hereby adopted, ratified and confirmed.
2. The Mayor or in their absence the presiding officer of Council and the proper officials of the municipality are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain approvals where required and except where otherwise provided, the Mayor or in their absence the presiding officer, and the Clerk, or in their absence, the Deputy Clerk, are hereby directed to execute all documents required by statute to be executed by them, as may be necessary in that behalf and to affix the corporate seal of the municipality to all such documents.

READ a first and second time this 27th day of October, 2025.

READ a third time and finally passed in open Council this 27th day of October, 2025.

Mayor

Clerk