



## **Council Meeting Agenda**

**Monday, April 4, 2016**

**Regular Council Meeting**

**Council Chambers**

**7:00 P.M.**

- 1. Motion to Convene Into Closed Session**
- 2. Motion to Reconvene In Open Session**
- 3. Moment of Silence**
- 4. Additions to the Agenda**
- 5. Disclosure of Pecuniary Interest Under the Municipal Conflict of Interest Act**
- 6. Minutes of Previous Meetings**

**6.1 Council Meeting Minutes March 21, 2016.**

### **Recommendation**

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

Council Meeting March 21, 2016.

- 7. PUBLIC MEETINGS**
- 8. PRESENTATIONS/DELEGATIONS**
- 9. REPORTS**
- 9.1 CAO – no reports**

**9.2 CLERKS****9.2.1 REPORT NO. CL2016-06****Canada's Past Prime Ministers Statue Project  
2017 Sesquicentennial Initiative  
Township of Wilmot Administration Grounds****Recommendation**

THAT Report No CL2016-06 dated April 4, 2016 and prepared by the Director of Clerk's Services, be endorsed, and further;

THAT the Mayor and Clerk be authorized to enter into an agreement between the Township of Wilmot and Createscape Waterloo Region and to sign the associated By-law.

**9.2.2 REPORT NO. CL2016-07****Wag Pet Resort  
(Tara Ridge Kennel)  
2056 Witmer Rd., Petersburg  
Application to Expand Kennel Licence****Recommendation**

THAT the owners of Wag Pet Resort located at 2056 Witmer Rd., Petersburg be granted approval for the expansion of their Kennel Licence for an additional twenty (20) dogs, for a total allotment of fifty (50) dogs, subject to the following conditions:

THAT additional noise mitigation measures be put in place at the kennel owner's expense between the said kennel and the properties to the south (2089 Witmer Road) and to the east (2040 Witmer Road) that fall short of the 150 metre distance requirement of By-law 2008-01, and further;

THAT additional noise mitigation measures be put in place at the kennel owner's expense between the said kennel and the property to the west (2138) Witmer Road.

**9.3 FINANCE****9.3.1 REPORT NO. FIN 2016-16****Canada 150 Community Infrastructure Program  
Contribution Agreement****Recommendation**

THAT Finance Report FIN 2016-16, prepared by the Director of Finance, regarding the Canada 150 Community Infrastructure Program Contribution Agreement be received for information purposes;

AND FURTHER, THAT the Mayor and Director of Clerk's Services be authorized to sign the agreement.

**9.4 PUBLIC WORKS****9.4.1 REPORT NO. PW-2016-07****Gravel Extraction, Crushing and Stockpiling****Recommendation**

THAT the quotation received from Joe Kerr Limited to extract, crush and stockpile granular material at the Township Pit, in the amount of \$45,510.00, plus HST, be accepted.

**9.4.2 REPORT NO. PW-2016-08****Annual Pavement Marking (2016-2020)****Recommendation**

THAT KDN Pavement Markings Ltd. be awarded the Annual Pavement Marking Program for 2016-2020.

**9.5 DEVELOPMENT SERVICES – no reports**

**9.6 FACILITIES AND RECREATION SERVICES****9.6.1 REPORT NO. PRD 2016-02****Award of Tender 2016-09 Grass Cutting Services for Parks,  
Sports Fields & Other Public lands (5-Year Term)****Recommendation**

THAT Tender 2016-09, be awarded for a five year term as follows:

- That Zone 1 and 2 be awarded to All Terraine Landscaping Ltd. for an average annual cost per cut of \$1,465.00 plus HST, and \$1,315.00 plus HST, respectively.
- That Zone 3 be awarded to Dundee Nursery and Landscaping for an average annual cost per cut of \$1,233.30 plus HST.

**9.7 FIRE – no reports****9.8 CASTLE KILBRIDE – no reports****10. CORRESPONDENCE****11. BY-LAWS****11.1 By-law No. 2016-17, Authorization to Execute an Agreement between  
the Township of Wilmot and Createscape Waterloo Region****11.2 By-law No. 2016-18, Authorization to Execute an Agreement  
Regarding The Canada 150 Community Infrastructure Program  
Contribution Agreement****Recommendation**

THAT By-law Nos. 2016-17 and 2016-18 be read a first, second and third time and finally passed in Open Council.

**12. NOTICE OF MOTIONS**

**13. QUESTIONS/NEW BUSINESS/ANNOUNCEMENTS**

**14. BUSINESS ARISING FROM CLOSED SESSION**

**15. CONFIRMATORY BY-LAW**

**15.1 By-law No. 2016-19**

**Recommendation**

THAT By-law No. 2016-19 to Confirm the Proceedings of Council at its Meeting held on April 4, 2016 be introduced, 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.



# TOWNSHIP OF WILMOT

## **Council Meeting Minutes**

**Monday, March 21, 2016**

**Regular Council Meeting**

**Council Chambers**

**7:00 P.M.**

Members Present: Mayor L. Armstrong, Councillors A. Junker, P. Roe, B. Fisher, J. Gerber and M. Murray

Staff Present: Chief Administration Officer G. Whittington, Director of Clerk's Services B. McLeod, Deputy Clerk D. Mittelholtz, Director of Public Works G. Charbonneau, Fire Chief M. Raine, Director of Finance R. Tse, Senior MLEO D. Wallace

1. **Motion to Convene Into Closed Session**
2. **Motion to Reconvene In Open Session**
3. **Moment of Silence**
4. **Additions to the Agenda**
5. **Disclosure of Pecuniary Interest Under the Municipal Conflict of Interest Act**

None disclosed.

### **6. Minutes of Previous Meetings**

**6.1 Council Meeting Minutes March 7, 2016.**

**Resolution No. 2016-47**

**Moved by: A. Junker**

**Seconded by: M. Murray**

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

Council Meeting March 7, 2016.

CARRIED, AS AMENDED.

Councillor J. Gerber noted that the list of attendees under Item 8.2 was missing the Baden Public School representative, Nancy Woodhall.

Council concurred with Councillor A. Junker's request to have the locations of his paving marking comments from Item 9.1.1 be more specifically identified as Mannheim Road in Mannheim and Huron Road in Haysville.

**7. PUBLIC MEETINGS**

**8. PRESENTATIONS/DELEGATIONS**

**9. REPORTS**

**9.1 CAO – no reports**

**9.2 CLERKS**

**9.2.1 REPORT NO. CL2016-02**

**Wag Pet Resort**

**(Tara Ridge Kennel)**

**2056 Witmer Rd., Petersburg**

**Proposed Expansion of Kennel Licence**

**Resolution No. 2016-48**

**Moved by: A. Junker**

**Seconded by: P. Roe**

THAT Report No CL 2016-02 be received for information.

CARRIED.

Mayor Armstrong declared the public consultation open and stated that Council would hear all interested parties who wished to speak on this kennel matter. He indicated that

all residents within 150 feet of the property boundaries have been notified of the expansion and their right to make comment on the application.

Mayor Armstrong stated that persons attending as delegations at this meeting are required to leave their names and addresses which will become part of the public record and advised that this information may be posted on the Township's official website along with email addresses, if provided.

The Director of Clerk's Services highlighted the report.

Mayor L. Armstrong asked if anyone wished to address Council on this matter.

**Tim Grubb, 2138 Witmer Road**

Mr. Grubb noted that he does not have issues with the kennel but that he does not want the outdoor run. He stated that the distance between his home and kennel is irrelevant since the noise travels across the flat land between the properties and is further amplified by the materials used for the exterior of the building. He theorized that the proposed addition creating an "L" shape to the building would further amplify the noise.

**Wendy Forwell, applicant**

Ms. Forwell advised Council that the application was to increase the number of dogs from 30 to 50 dogs but that the number of dogs at the kennel would fluctuate. She explained that they have taken some steps to help with noise including the installation of an air conditioning unit which keeps them from having to open the windows and doors in the summer, limited playtimes, sound baffles and insulation in the existing exterior walls and the operational policy of bringing barking dogs indoors.

Ms. Forwell confirmed for Mayor L. Armstrong that trees have been planted in front of the property and to the east and west of the kennel building. She further noted for Council that there has never been a noise complaint for the kennel in over twenty-five years.

**Alan Drost, Witmer Road**

Mr. Drost noted that with the increase that it is a large number of dogs for one property.

Mr. Grubb explained for Council that the trees on the west side of the kennel building are adjacent to his property and are currently seedlings that will need at least 15 years

of growth to be affective. Mr. Grubb also advised Council that he has seen windows and doors open in the kennel building.

Ms. Forwell confirmed that the air conditioner has been in use for three years. She noted that Mr. Grubb was not within the 150 meter shortfall for habitable buildings but that they would be happy to work with him to find a solution for his concerns.

Mayor L. Armstrong asked twice if anyone else wished to address Council on this matter, and in the absence of any comments declared the public consultation to be closed.

Mayor L. Armstrong announced to those present that the matter will be brought before Council again on April 4, 2016 with a recommendation.

### **9.3 FINANCE**

#### **9.3.1 REPORT NO. FIN 2016-14**

##### **Treasurer's Statement – Development Charges Reserve Funds**

#### **Resolution No. 2016-49**

**Moved by: P. Roe**

**Seconded by: J. Gerber**

THAT the Development Charges Statement for the year ended December 31, 2015, prepared by the Director of Finance, be received for information purposes.

CARRIED.

The Director of Finance highlighted the report.

In response to Councillor J. Gerber, The Director of Finance clarified that the deficits being carried with regards to sanitary sewers and water infrastructure will be built up over time as development occurs.

**9.4 PUBLIC WORKS****9.4.1 REPORT NO. PW 2016-06****2015 Summary Water Distribution Report and  
Drinking Water Quality Management System****Resolution No. 2016-50****Moved by: P. Roe****Seconded by: A. Junker**

THAT report PW-2016-06 be received for information purposes.

CARRIED, AS AMENDED.

The Director of Public Works highlighted the report and noted that the recommendation should read as report PW-2016-06.

The Director of Public Works clarified for Councillor B. Fisher that the adverse drinking water tests had detected levels of chlorine that were below the minimum standards and total coliform levels above the maximum allowable levels. He stated that for all adverse tests that flushing the system and retesting resolved the matter and may have actually been a false reading.

The Director of Public Works explained to Councillor B. Fisher that the water supply is controlled by the Region but that the Township's Quality Management System does monitor potential contamination from other sources such as commercial operations and backwashing into the system.

**9.5 DEVELOPMENT SERVICES – no reports****9.6 FACILITIES AND RECREATION SERVICES – no reports****9.7 FIRE – no reports****9.8 CASTLE KILBRIDE – no reports**

**10. CORRESPONDENCE**

**10.1 Grand River Conservation Authority – GRCA Current, March 2016**

**Resolution No. 2016-51**

**Moved by: M. Murray**

**Seconded by: J. Gerber**

THAT Correspondence Item 10.1 be received for information.

CARRIED.

**11. BY-LAWS**

**12. NOTICE OF MOTIONS**

**13. QUESTIONS/NEW BUSINESS/ANNOUNCEMENTS**

13.1 Councillor J. Gerber requested that staff investigate the possibility of implementing a “Mayor for the Day” with local grade five classes similar to the program in the City of Waterloo. Council agreed that this would be a beneficial program for the Clerk’s Department to follow-up on.

**14. BUSINESS ARISING FROM CLOSED SESSION**

**15. CONFIRMATORY BY-LAW**

**15.1 By-law No. 2016-16**

**Resolution No. 2016-52**

**Moved by: M. Murray**

**Seconded by: A. Junker**

THAT By-law No. 2016-16 to Confirm the Proceedings of Council at its Meeting held on March 21, 2016 be introduced, read a first, second, and third time and finally passed in Open Council.

CARRIED.

**16. ADJOURNMENT (7:25 P.M.)**

**Resolution No. 2016-53**

**Moved by: B. Fisher**

**Seconded by: P. Roe**

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

CARRIED.

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Mayor

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Clerk



## ***Township of Wilmot*** **REPORT**

**REPORT NO.** CL2016-06

**TO:** Council

**PREPARED BY:** Barbara McLeod, Director of Clerk's Services

**DATE:** April 4, 2016

**SUBJECT:** Canada's Past Prime Ministers Statue Project  
2017 Sesquicentennial Initiative  
Township of Wilmot Administration Grounds

### **Recommendation:**

**THAT Report No CL2016-06 dated April 4, 2016 and prepared by the Director of Clerk's Services, be endorsed, and further;**

**THAT the Mayor and Clerk be authorized to enter into an agreement between the Township of Wilmot and Createscape Waterloo Region and to sign the associated By-law.**

### **Background:**

The Past Prime Ministers of Canada Statues Project is the work of a citizens' group led by Co-Chairs Jim Rodger and Dave Caputo, both Wilmot residents. The Project involves the creation of a series of life-size bronze monuments that portray and commemorate Canada's past Prime Ministers and includes educational / cultural components into its design. The first statue in the series of Sir John A. Macdonald, was created by Wilmot's own local artist, Ruth Abernethy. The Project will involve the work of other artists nationwide as well, to encompass the completion and installation of 22 statues over an extended period of time.

### **Discussion:**

As Council is aware, Canada's sesquicentennial occurs on July 1, 2017. In consideration of this momentous event, Township staff met with Jim Rodger and Ruth Abernethy to determine the status of the statue project. (which was identified in the media as needing relocation).

A meeting was held with them on February 19<sup>th</sup>, 2016. Mayor Armstrong, CAO Grant Whittington, Director of Finance R. Tse, Director of Castle Kilbride/Curator T. Loch, and the writer were in attendance. At the meeting staff were advised that the costs of the project to create and install the statues are funded by a combination of private donations and senior level government applicable grants. The organizers are in partnership with 'Createscape Waterloo

Region' who manage all of the fund-raising and provision of receipts to private donors for this project.

During the meeting, Mr. Rodger advised that their group is interested in considering Wilmot as one of three (3) potential relocation sites to permanently provide a home for their project and that they were very pleased that positive interest had been shown to them by the Township. A conceptual site plan depicting the existing designated greenspace located at the Township administration grounds in Baden was discussed at the meeting as a preferred site for the relocation of this project. The statues are proposed to be located along the urban walkway adjacent to the municipal office (see Appendix 'A' attached to this report).

From a staff perspective, the preferred location of the Baden Administration grounds is based on the following factors:

- the tie-in of the existing National Historic Site and tourist attraction of Castle Kilbride
- James Livingston, the owner of Castle Kilbride, was a former Federal Member of Parliament,
- The Township is a local government office,
- the additional project would serve to enhance the existing attraction by adding value of a historical, cultural, educational and heritage nature
- the project is befitting as the Township of Wilmot's patriotic contribution to the celebration of Canada's sesquicentennial
- the project is in line with the Township's Strategic Plan

Following the February 19<sup>th</sup> meeting, Mr. Rodger has advised Township staff that his Co-Chair and Createscape Waterloo Region partners are in agreement to pursue the Baden Office site as the preferred location for the statues and that they wish to proceed to the Council approval stage. (see Appendix 'B' attached to this report) Pending Council approval, the timeframe for the installation of the first statue in the series is July 2016.

The Senior Management Team of Wilmot has reviewed the conceptual plan, associated information and have endorsed the proposal.

Jim Rodger will be in attendance at the Council meeting to respond to any questions of Council.

**Strategic Plan Conformity:**

This initiative is in conformity with the Township's Strategic Plan by promoting historical walking tours, continuing to promote Castle Kilbride / Wilmot Township as a destination for tourism, encouraging private sector investment and champions that focus on tourism and by participating with area tourism associations to support ongoing initiatives. The project will promote our art and cultural heritage not only in this community but nationwide and will help to mark the sesquicentennial of Canada.

**Financial Considerations:**

The Past Prime Ministers Statue Project will be funded by private donations and applicable senior level government funding.

**Conclusion:**

Staff are enthusiastic to recommend that this aspiring and patriotic project to celebrate Canada's 150<sup>th</sup> anniversary for years to come, be endorsed by Council and that the Mayor and Clerk be authorized to enter into an Agreement with Createscape Waterloo Region and to sign the associated By-law.

Barbara McLeod  
Director of Clerk's Services

Grant Whittington  
Reviewed by CAO



Castle Kilbride and Administration Complex Grounds



## CREATESCAPE

March 29, 2016

Mayor Les Armstrong  
Township of Wilmot  
60 Snyder's Road West  
Baden, ON N3A 1A1

Dear Mr. Mayor:

Createscape Waterloo Region is a registered charitable organization based in Waterloo Region. One of the purposes of Createscape is to promote art in advancing education of the public. Createscape has been involved with a number of projects to date, such as Open Ears, Box and the KWCF's art bank. It focusses its attention on Waterloo Region.

One of Createscape's projects to advance the education of the public is The PM Statues Project. The PM Statues Project is intended to create statues of former Prime Ministers of Canada – but not for sake of those statues but to assist the public in understanding Canada's past and how that past influences us today. Perhaps more importantly, the Project is intended to engage the public about Canada's future. An understanding of history is important on its own, but the usefulness of doing so is to help us to define our future.

Art is also important in and of itself. Art helps us to create an emotional attachment or reaction to a person, an event or an issue – which in turn causes us to consider and think about that person, event or issue and how it impacts us today and will do so in the future. Art, to do so, must have artistic merit, which is a driving force for Createscape.

The PM Statues Project, though, is about more than the statues. Critically important are the educational materials that are being created as part of the overall Project. These educational materials are intended to assist teachers in elementary and secondary schools across Canada in their classrooms. These materials are also intended to help the general public in understanding the persons, events and issues that Canada has faced over the years – and to guide discussion of how we define our future.

Createscape would like to work with the Township of Wilmot as a potential host for The PM Statues Project. The grounds of Castle Kilbride and its adjacent areas are, in our view, an excellent location for this Project. Physically, it provides an excellent location for a curated walk. Secondly, Castle Kilbride is an important part of Waterloo Region's history, created by an individual who contributed to Canada's political and business life. Third, the Township has an appreciation and legacy of supporting an understanding of Canadian history and how it influences our future.

Yours truly,



Don Bourgeois  
cc. Grant Whittington



## ***Township of Wilmot*** **REPORT**

**REPORT NO.** CL2016-07

**TO:** Council

**PREPARED BY:** Barbara McLeod, Director of Clerk's Services

**DATE:** April 4, 2016

**SUBJECT:** Wag Pet Resort  
(Tara Ridge Kennel)  
2056 Witmer Rd., Petersburg  
Application to Expand Kennel Licence

### **Recommendation:**

**THAT** the owners of Wag Pet Resort located at 2056 Witmer Rd., Petersburg be granted approval for the expansion of their Kennel Licence for an additional twenty (20) dogs, for a total allotment of fifty (50) dogs, subject to the following conditions:

**THAT** additional noise mitigation measures be put in place at the kennel owner's expense between the said kennel and the properties to the south (2089 Witmer Road) and to the east (2040 Witmer Road) that fall short of the 150 metre distance requirement of By-law 2008-01, and further;

**THAT** additional noise mitigation measures be put in place at the kennel owner's expense between the said kennel and the property to the west (2138) Witmer Road.

### **Background:**

Notice of the public consultation under By-law 2008-01 was provided to neighbouring property owners within 150 metres of the property boundaries of the subject kennel. The following is a summary of comments received prior to the Council meeting held March 21, 2016:

#### **Mr. Timothy Grub, 2138 Witmer Road**

Prior to the public consultation on March 21<sup>st</sup>, written comments were received from the property owner 290 metres ± west of the kennel, expressing concerns that a new outdoor dog run located on the southwest side of the building and which faces the metal sided kennel would reflect noise in the direction of his property. Other concerns noted in his letter were not relevant to this application.

**Discussion:**

The subject kennel is situated on agricultural lands (52.34 acres) located at 2056 Witmer Road and has been in existence for approximately 25 years. The applicants would like to expand the number of dogs that are currently permitted to be housed under their existing kennel licence from 30 to 50 dogs. The proposed construction will accommodate the additional dogs and provide a separate whelping area for dogs with puppies. The number of dogs housed in the boarding/breeding kennel would fluctuate throughout the year and therefore would not always be at the maximum number of 50.

The expansion of the kennel licence to fifty (50) dogs is permitted under Section 8.9 of By-law 2008-01 and is the maximum number of dogs allowed.

A public consultation was held on March 21, 2016. One written submission was received prior to the meeting. Two verbal submissions were provided at the meeting as below:

Mr. Grub attended the March 21<sup>st</sup> Council meeting and indicated that in general he did not have issues with the kennel, however he expressed concern with the outdoor dog run and the barking of dogs which is being amplified by the metal building. He expressed concern that the increase in dogs and the construction of an addition to the kennel building with metal sides could exacerbate the problem. He stated that despite his property being more than the required 150 metres from the kennel, he was of the opinion that due to the flat field between them, the noise carries easily. He stated that the windows of the building are not always closed in the summer and if they are open, the sound carries from the kennel.

**Mr. Allan Drost, 2089 Witmer Road**

Mr. Drost attended the public consultation. His property lies approximately 120 metres ± south of the kennel. Mr. Horst addressed Council and stated that an additional twenty (20) dogs makes for a lot of dogs on this site.

**Following the March 21<sup>st</sup> Meeting:**

**Properties Less Than 150 Metres Distance From Kennel:**

Since the March 21<sup>st</sup> meeting, the applicants have met with the property owner to the south, Mr. Drost of 2089 Witmer Road. Through discussions with staff, the applicants have advised that they are willing to install additional noise mitigation measures at the south side of their kennel dog run to absorb/alleviate potential noise concerns for this neighbour. Specifically, this will involve attaching a sound barrier to the existing fence of the dog run that will deaden sound.

As well, a black mesh shield will be put in place on the outdoor dog run on the east side of the kennel which will prevent the dogs that are outside (8:00 am to 10:00 am and 4:00 pm to 6:00 pm and briefly at 8:30 pm) from seeing any visitors to the kennel which may promote barking. This would alleviate potential noise concerns for the property to the east at 2040 Witmer Road (and in general for the other adjoining neighbours).

Property Beyond 150 Metres Distance From Kennel:

With respect to Mr. Grub's property located at 2138 Witmer Road (west of the kennel) and the noise concerns expressed at the meeting, the applicants will install the abovementioned sound barrier on the fence of the dog run on the west side of the kennel to address any potential noise issues.

Staff will monitor any reported noise issues with the kennel owners and work with them towards resolution, as per standard Township practice.

A second circulation notice was provided to all neighbours within 150 metres of the kennel, advising of the April 4<sup>th</sup> Council meeting wherein a recommendation to this application, would be presented to Council.

**Strategic Plan Conformity:**

Through the process of the circulation to the adjacent property owners and the public consultation, the municipality is ensuring that municipal matters are being communicated.

**Financial Considerations:**

Upon approval of the kennel application, the Township will collect \$300 for the application to change the existing licence and increase the kennel's annual fee by \$20 per additional dog in accordance with the Township's Fees and charges By-law.

**Conclusion:**

The applicants have been outstanding kennel operator/owners for several years and no issues have been raised regarding the original kennel. Staff have communicated with the owners that additional mitigation measures are recommended to address the distance requirement shortfalls for the two closest neighbouring properties (2040 and 2089 Witmer Road) as well as for 2138 Witmer Road and there is a willingness to accommodate these measures. Based on the conditions being met, staff recommend that the licence to expand the kennel from 30 dogs to a total maximum allotment of 50 dogs, be approved.

Barbara McLeod  
Director of Clerk's Services

Grant Whittington  
Reviewed by CAO



Proposed  
Kennel  
Addition

290m +/-

129m +/-

32'

55'

2056 Witmer Rd

2040 Witmer Rd

2138 Witmer Rd

Witmer Rd

120m +/-

2089 Witmer Rd





## ***Township of Wilmot*** **REPORT**

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**REPORT NO.** FIN 2016-16  
**TO:** Council  
**PREPARED BY:** Rosita Tse, Director of Finance  
**DATE:** April 4, 2016  
**SUBJECT:** Canada 150 Community Infrastructure Program  
Contribution Agreement

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### **Recommendation:**

That Finance Report FIN 2016-16, prepared by the Director of Finance, regarding the Canada 150 Community Infrastructure Program Contribution Agreement be received for information purposes;

And further, that the Mayor and Director of Clerk's Services be authorized to sign the agreement.

### **Background:**

In 2015, the Economic Action Plan 2015 announced \$150 million in funding nationally over two years for the new Canada 150 Community Infrastructure Program (CIP 150). The CIP 150 is part of a coordinated federal approach to celebrating Canada's 150<sup>th</sup> anniversary. The Federal Economic Development Agency for Southern Ontario (FedDev Ontario) is delivering the program in southern Ontario with an allocation of \$44.4 million over two years.

In June 2015, the Township submitted an application for the Schmidt Woods/WRC Trail System. The application was subsequently approved by Federal Economic Development Agency for Southern Ontario in August 2015, for \$150,000.

### **Discussion:**

As a condition of the funding program, the Township is required to sign the Canada 150 Community Infrastructure Program Contribution Agreement and submit a direct deposit authorization form in order to receive payments made by FedDev Ontario.

**Strategic Plan Conformity:**

This report is aligned with the Strategic Plan goal of enjoying our quality of life through enhancing the mobility of the citizens of Township by completing the trails within the Township.

**Financial Considerations:**

The \$150,000 funding from the Canada 150 Community Infrastructure Program has been incorporated in the 2016 capital budget for the Schmidt Woods/WRC Trail Construction capital project.

**Conclusion:**

Staff will submit the Canada 150 Community Infrastructure Program Contribution Agreement and submit a direct deposit authorization form once the Agreement has been signed by the Mayor and Director of Clerks Services.

Rosita Tse  
Director of Finance

Grant Whittington  
Reviewed by CAO

## CANADA 150 COMMUNITY INFRASTRUCTURE PROGRAM CONTRIBUTION AGREEMENT

This Contribution Agreement is made as of \_\_\_\_\_

**BETWEEN:**        **HER MAJESTY THE QUEEN IN RIGHT OF CANADA** (“Her Majesty”) hereby represented by the Minister responsible for Federal Economic Development Agency for Southern Ontario

**AND:**             **The Corporation of the Township of Wilmot** (“Recipient”) a municipal government established under the laws of Ontario.

**WHEREAS** the Federal Economic Development Agency for Southern Ontario (“Agency”) was created to help make Canadians more productive and competitive in the knowledge-based economy, by supporting economic development, economic diversification, job creation, and sustainable, self-reliant communities in southern Ontario;

**WHEREAS** in its 2015 Budget, the Government of Canada allocated \$150 million to the newly created Canada 150 Community Infrastructure Program (“CIP 150”) to repair, rehabilitate and expand existing community infrastructure assets; and

**WHEREAS** the Minister has agreed to make a non-repayable contribution to the Recipient up to the maximum amount of one hundred fifty thousand dollars (\$150,000) in support of the Recipient’s Eligible Costs (as defined herein) of the Project (as defined herein),

**NOW THERETOFORE**, in accordance with the mutual covenants and agreements herein, Her Majesty as represented by the Minister and the Recipient agree as follows:

**1.     Purpose of the Agreement**

The purpose of this Agreement is to set out the terms and conditions under which the Minister will provide CIP 150 (as defined herein) funding in support of the Project (as defined herein).

**2.     Interpretation**

**2.1    Definitions.** In this Agreement, a capitalized term has the meaning given to it in this section, unless the context indicates otherwise:

**Aboriginal Government** means a band council within the meaning of section 2 of the Indian Act; or a government authority established pursuant to a Self-Government

Agreement or a Comprehensive Land Claim Agreement, given effect and declared valid by federal legislation.

**Agency** means the Federal Economic Development Agency for Southern Ontario.

**Agreement** means this agreement including all the annexes attached hereto, as such may be amended, restated or supplemented, from time to time.

**CIP 150** means the Canada 150 Community Infrastructure Program as described in the recitals hereto.

**Contribution** means the contribution to Eligible Costs in the amount stipulated in Subsection 4.1.

**Control Period** means the period of six (6) years following the period determined in Subsection 3.1 as the duration of the Agreement.

**Date of Acceptance** means the date on which the duplicate fully executed copy of this Agreement is received by the Minister.

**Eligibility Date** means April 1, 2016

**Eligible Costs** means those Project Costs supported by the Contribution and which are identified in Annex 1 – Statement of Work and relating to the Project activities described therein and which are in compliance with Annex 2 – Costing Guideline Memorandum.

**Event of Default** means the events of default described in Subsection 12.1 hereof.

**Final Report** means the report described in Subsection 7.1 hereof.

**Final Report Date** means June 30, 2018.

**Final Review Form** means the report described in Subsection 7.1 hereof.

**Fiscal Year** means the Government of Canada's fiscal year beginning on April 1st of a year and ending on March 31st of the following year.

**Minister** means the Minister responsible for the Agency or any one or more of his representatives.

**Parties** means the Minister and the Recipient and **Party** means any one of them.

**Program Completion Date** means March 31, 2018

**Project** means the project described in Annex 1 – Statement of Work.

**Project Costs** means the total costs of the Project as set out in Annex 1 – Statement of Work.

**Southern Ontario** includes the following 2011 Statistics Canada Census Regions: 1 Stormont, Dundas and Glengarry; 2 Prescott and Russell; 6 Ottawa; 7 Leeds and Grenville; 9 Lanark; 10 Frontenac; 11 Lennox and Addington; 12 Hastings; 13 Prince Edward; 14 Northumberland; 15 Peterborough; 16 Kawartha Lakes; 18 Durham; 19 York; 20 Toronto; 21 Peel; 22 Dufferin; 23 Wellington; 24 Halton; 25 Hamilton; 26 Niagara; 28 Haldimand-Norfolk; 29 Brant; 30 Waterloo; 31 Perth; 32 Oxford; 34 Elgin; 36 Chatham-Kent; 37 Essex; 38 Lambton; 39 Middlesex; 40 Huron; 41 Bruce; 42 Grey; 43 Simcoe; 46 Haliburton; and 47 Renfrew.

**Statement of Total Government Assistance** means the report described in Paragraph 6.4(a)(iv) hereof.

**“Substantially Completed”** has the same meaning and shall be determined in accordance with how the term “substantially performed” is determined in subsection 2(1) of the *Construction Lien Act*, R.S.O. 1990, c. C.30, as amended, and **“Substantial Completion”** shall have a corresponding meaning.

- 2.2 **Singular/Plural.** Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural.
- 2.3 **Entire Agreement.** This Agreement comprises the entire agreement between the Parties. No prior document, negotiation, provision, undertaking or agreement in relation to the subject matter of this Agreement has legal effect. No representation or warranty, whether express, implied or otherwise, has been made by the Minister to the Recipient, except as expressly set out in this Agreement.
- 2.4 **Inconsistency.** In case of inconsistency or conflict between a provision contained in the part of the Agreement preceding the signatures and a provision contained in any of the Annexes to this Agreement, the provision contained in the part of the Agreement preceding the signatures will prevail.
- 2.5 **Annexes.** This Agreement contains the following Annexes as described below, which form an integral part of this Agreement:

- Annex 1 - Statement of Work**
- Annex 2 - Costing Guideline Memorandum**
- Annex 3 - Reporting Requirements**
- Annex 4 - Federal Visibility Requirements**

### **3. Duration of Agreement**

3.1 **Duration of Agreement.** This Agreement comes into force on the Date of Acceptance and, subject to Subsection 3.2, will terminate:

- (a) twelve (12) months after the earlier of:
  - i) the Project is Substantially Completed; or
  - ii) the Program Completion Date.
- (b) upon the date on which all amounts due by the Recipient to Her Majesty under this Agreement, have been paid in full,

whichever is the later, unless terminated earlier in accordance with the terms of this Agreement.

3.2 **Control Period.** Notwithstanding the provisions of Subsection 3.1 above, during the Control Period, the rights and obligations described in the following sections shall continue beyond the duration of the Agreement:

Section 5 - Other Government Financial Support  
Subsection 6.6 – Overpayment and non-entitlement  
Subsections 7.3, 7.4, 7.5, 7.6 and 7.7 - Monitoring, Audit and Evaluation  
Subsection 8.1c) and 8.2c) – Representations and Covenants  
Section 11 - Indemnification and Limitation of Liability  
Section 12 - Default and Remedies  
Section 13 – Project Assets  
Subsection 15.9 - Dispute Resolution

### **4. The Contribution**

4.1 Subject to the terms and conditions of this Agreement, the Minister will make a non-repayable contribution to the Recipient in respect of the Project in an amount not exceeding the lesser of (a) and (b) as follows:

- (a) maximum 33 1/3% of total Eligible Costs of the Project incurred and paid by the Recipient; and
- (b) \$150,000

4.2 The payment of the Contribution per Fiscal Year is estimated at amounts as specified in Annex 1 – Statement of Work. The Minister will have no obligation to pay any amounts in any other fiscal years than those specified in Annex 1 – Statement of Work.

- 4.3 The Recipient acknowledges that notwithstanding the date of execution of this Agreement, the Minister will not reimburse costs incurred by it prior to April 1, 2016 or later than the Program Completion Date.
- 4.4 The Minister shall not contribute to any Eligible Costs incurred by the Recipient which could cause the Contribution, noted in Subsection 4.1 herein to be exceeded.
- 4.5 The Recipient shall be responsible for all costs of the Project, including cost overruns, if any.
- 4.6 **Holdbacks.** Notwithstanding any other provisions of this Agreement, the Minister will, at the Minister's sole discretion, withhold up to ten percent (10%) of the Contribution amount until:
- (a) the Project is Substantially Completed;
  - (b) the Recipient has satisfied all the conditions of this Agreement;
  - (c) the Final Review Form described in Subsection 6.4(a)(ii) has been submitted to the satisfaction of the Minister;
  - (d) audits and site visits, where required by the Minister, have been completed to the satisfaction of the Minister; and
  - (e) the Minister has approved the final claim described in Subsection 6.4.

## **5. Other Government Financial Support**

- 5.1 The Recipient hereby confirms that for purposes of this Project no other federal, provincial, Local Government assistance has been requested, received or will be received, except as disclosed in Annex 1 – Statement of Work.
- 5.2 The Recipient shall promptly inform the Minister in writing in the event additional other government financial support has been requested or received for the Project, during the term of this Agreement and acknowledges and agrees that an adjustment to the amount of the Contribution and a request for repayment of part or all of the amounts paid to the Recipient may be made as a result thereof. The amount of repayment requested will constitute a debt due to Her Majesty and will be recovered as such from the Recipient.
- 5.3 In no instance will the total government funding towards the Eligible Costs of the Project be allowed to exceed one hundred percent (100%) of the total Eligible Costs.

## 6. Claims and Payments

- 6.1 The Recipient shall maintain accounting records that account for the Contribution paid to the Recipient and the related Project Costs in respect of this Agreement, separate and distinct from any other funding.
- 6.2 **Claims Procedures.** The Recipient shall submit claims for reimbursement of Eligible Costs incurred and paid, not less frequently than semi-annually or more frequently than monthly, in a form satisfactory to the Minister. Each claim will include the following information:
- (a) an itemized summary by cost category of Eligible Costs incurred and paid, substantially in the form prescribed by the Minister;
  - (b) a progress report of the claim as it relates to Annex 1 – Statement of Work, substantially in the form prescribed by the Minister;
  - (c) a certification of the claim by a director or officer of the Recipient, confirming the accuracy of the claim and of all supporting information provided;
  - (d) if applicable, a certification by a director or officer of the Recipient that any mitigation measures listed in Annex 5 – Environmental Mitigation Measures have been implemented; and
  - (e) substantiating documentation (including without limitation, any invoice or proof of payment), as may be required by the Minister.
- 6.2.1 The Recipient agrees to submit its last claim in each fiscal year for eligible costs on or before March 1<sup>st</sup> of that fiscal year.
- 6.3 **Advance Payments.**
- (a) **Initial Advance.** Where the Minister is satisfied and has determined that the Recipient's cash flow requirements justify the need for an advance against the Eligible Costs payable under this Agreement, the Minister may, at his sole discretion, pay to the Recipient an initial advance for Eligible Costs up to 25% on the portion of the Contribution allocated to Fiscal Year 2016-2017, subject to the following:
    - (i) The Recipient submits to the Minister's satisfaction, a forecast of cash flow requirements to be incurred during the initial advance period along with any documentation that the Minister may reasonably request.
    - (ii) The Recipient shall account by way of claim, to the satisfaction of the Minister, for the use of any advances.

- (b) The Recipient agrees to spend advances in the Fiscal Year in which the advance was made, failing which the Recipient agrees to reimburse the Minister any unspent amounts. If the amount of the advance exceeds the amount of Eligible Costs incurred during the previous advance period, the Minister may deduct the excess amount and any interest earned by such excess from any other payment under this Agreement.

#### 6.4 Final Claim Procedures.

- (a) The Recipient shall submit a final claim pertaining to the final reimbursement of any Eligible Costs previously claimed or not, signed by a director or officer of the Recipient and accompanied by the following, in addition to the requirements set out in Subsection 6.2, in a form satisfactory to the Minister in scope and detail:
  - (i) a confirmation that it is the final claim for payment and as such, it includes all final Eligible Costs submitted for payment;
  - (ii) a Final Review Form on the Project substantially in the form prescribed by the Minister;
  - (iii) a Final Report of total Project Costs substantially in the form prescribed by the Minister; and
  - (iv) a Statement of Total Government Assistance (federal, provincial and Local Government assistance) received or requested towards the Eligible Costs of the Project substantially in the form prescribed by the Minister.
- (b) The Recipient shall submit the final claim for reimbursement of Eligible Costs to the satisfaction of the Minister the earlier of:
  - (i) the date which falls no later than three (3) months after Project is Substantially Completed; and
  - (ii) the Final Report Date.

The Minister shall have no obligation to pay any claims submitted after this date.

#### 6.5 Payment Procedures.

- (a) The Minister shall review and approve the documentation submitted by the Recipient following the receipt of the Recipient's claim and in the event of any deficiency in the documentation, it will notify the Recipient and the Recipient shall immediately take action to address and rectify the deficiency.
- (b) Subject to the maximum Contribution amounts set forth in Subsection 4.1 and all other conditions contained in this Agreement, the Minister shall pay to the

Recipient the Eligible Costs set forth in the Recipient's claim, in accordance with the Minister's customary practices.

- (c) The Minister may request at any time that the Recipient provides satisfactory evidence to demonstrate that all Eligible Costs claimed have been paid.
- (d) The Minister may require, at his expense, any claim submitted for payment of the Contribution be certified by the Recipient's external auditor or by an auditor approved by the Minister.

6.6 **Overpayment or non-entitlement.** Where, for any reason, the Recipient is not entitled to all or part of the Contribution or the amount paid to the Recipient exceeds the amount to which the Recipient is entitled, the Contribution or the amount in excess, as the case may be, shall constitute a debt due to Her Majesty and shall be recovered as such from the Recipient. The Recipient shall repay Her Majesty within thirty (30) calendar days from the date of the Minister's notice, the amount of the Contribution disbursed or the amount of the overpayment, as the case may be, together with interest calculated in accordance with the *Interest and Administrative Charges Regulations*, in effect on the due date, from the date of the notice until payment is received by Her Majesty.

6.7 If the Recipient earns any interest as a consequence of any advance payment of the Contribution or earns any revenue as a result of the Project, the Minister may in his absolute discretion reduce the Contribution by all or by such portion of the revenue (including the interest) as he deems appropriate.

## 7. **Monitoring, Audit and Evaluation**

7.1 The Recipient agrees to provide the Minister with the reports as described in Annex 3 – Reporting Requirements, satisfactory in scope and detail, in order to allow the Minister to assess the outcome and costs of the Project.

7.2 Upon request of the Minister and at no cost to him, the Recipient shall promptly elaborate upon any report submitted or provide such additional information as may be requested.

7.3 The Recipient shall at its own expense:

- (a) preserve and make available for audit and examination by the Minister, proper books, accounts and records of the Project Costs, wherever such books, and records may be located, and permit the Minister to conduct such independent audits and evaluations as the Minister in his discretion may require;
- (b) upon reasonable notice and after consultation with the Recipient, permit the Minister, reasonable access to the Project site and/or the Recipient's premises

and documents in order to inspect and assess the progress and results of the Project;

- (c) supply promptly, on request, such other data in respect of the Project and its results, as the Minister may require for purposes of this Agreement and for statistical and/or evaluation purposes.

- 7.4 The Minister shall have the right, at his own expense, and as and when he determines necessary, to perform audits of the Project Costs and the Recipient's books, accounts, records, financial statements and claims for reimbursement of Eligible Costs, and the Recipient's administrative, financial and claim certification processes and procedures, for the purposes of verifying the costs of the Project, validating claims for reimbursement of Eligible Costs, ensuring compliance with the terms of this Agreement, and confirming amounts repayable to Her Majesty under the provisions of this Agreement.
- 7.5 Any audits performed hereunder will be carried out by auditors selected by the Minister, which may include any of the following: Agency officials, an independent auditing firm, and/or the Recipient's external auditors. The Minister will provide the Recipient with a description of the scope and criteria of the audit and the expected time frames for completion of the audit and public release of the related reports.
- 7.6 The Recipient agrees that the Minister, at his expense, may engage outside firms or individuals, unrelated to the Government of Canada, with the required expertise to evaluate and monitor the Project and its implementation or review any documents submitted by the Recipient. The Recipient agrees to provide access to any site, meeting or to any document in relation to the Project to such firms or individuals.
- 7.7 **Auditor General of Canada.** The Recipient acknowledges that the Auditor General of Canada may, at the Auditor General's cost, after consultation with the Recipient, conduct an inquiry under the authority of Subsection 7.1(1) of the *Auditor General Act* in relation to any funding agreement (as defined in Subsection 42(4) of the *Financial Administration Act*) with respect to the use of funds received. For purposes of any such inquiry undertaken by the Auditor General, the Recipient shall provide, upon request and in a timely manner, to the Auditor General or anyone acting on behalf of the Auditor General:
- (a) all records held by the Recipient or by agents or contractors of the Recipient, relating to this Agreement and the use of the Contribution; and
  - (b) such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to this Agreement and/or the Contribution.

## 8. Representations and Covenants

### 8.1 The Recipient represents and warrants that:

- (a) it is a municipal government and is in good standing under the laws of Ontario, and has the power and authority to carry on its business, to hold its property and to enter into this Agreement and it has the power and authority, and has met all legal requirements, necessary to carry on business, hold property, and to enter into, deliver and perform this Agreement. The Recipient warrants that it shall remain as such for the duration of this Agreement;
- (b) the execution, delivery and performance of this Agreement have been duly and validly authorized by the necessary corporate actions of the Recipient and when executed and delivered by the Recipient, this Agreement constitutes a legal, valid and binding obligation of the Recipient, enforceable in accordance with its terms;
- (c) it has acquired, at its own expense, general liability insurance and property damage insurance, in an adequate amount consistent with the scope of the operations and the Project that a prudent person carrying out a project similar to the Project would maintain, and will maintain such for the duration of the Agreement and the Control Period.
- (d) the signatory(ies) to this Agreement, on behalf of the Recipient, has(ve) been duly authorized to execute and deliver this Agreement;
- (e) this Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms, subject as to enforcement of remedies to applicable bankruptcy, insolvency, reorganization and other laws affecting generally the enforcement of the rights of creditors and subject to a court's discretionary authority with respect to the granting of a decree, ordering specific performance or other equitable remedies;
- (f) the execution and delivery of this Agreement and the performance by the Recipient of its obligations hereunder will not, with or without the giving of notice or the passage of time or both:
  - (i) violate the provisions of the Recipient's by-laws, any other corporate governance document subscribed to by the Recipient or any resolution of the Recipient;
  - (ii) violate any judgment, decree, order or award of any court, government agency, regulatory authority or arbitrator; or
  - (iii) conflict with or result in the breach or termination of any material term or provision of, or constitute a default under, or cause any acceleration under, any license, permit, concession, franchise, indenture, mortgage,

lease, equipment lease, contract, permit, deed of trust or any other instrument or agreement by which it is bound.

- (g) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order, judgment or decree of any court or governmental agency, which could materially and adversely affect the Recipient's ability to carry out the activities contemplated by this Agreement;
- (h) it has obtained or will obtain all necessary licences and permits in relation to the Project, which satisfy the requirements of all regulating bodies of appropriate jurisdiction;
- (i) all information provided during the CIP 150 application process remains true, correct and complete in every respect except as set out to the contrary herein; and,
- (j) the description of the Project in Annex 1 – Statement of Work is complete and accurate.

8.2 The Recipient covenants and agrees that:

- (a) it shall obtain the prior written consent of the Minister before making any change to any aspect of the Project or to the management of the Project or Recipient.
- (b) it shall acquire and manage all equipment, services and supplies required for the Project in a manner that ensures the best value for funds expended and it shall comply with its procurement policies, rules and regulations.
- (c) it shall maintain the usage as described in Annex 1 – Statement of Work, of any assets to which the Minister has contributed to for a minimum of six (6) years after the expiry or the termination of this Agreement.
- (d) the project is located in southern Ontario.
- (e) it shall contribute no less than fifty percent (50%) to the Eligible Costs of the Project.
- (f) it shall use the Contribution solely and exclusively to support the Eligible Costs of the Project, as detailed in Annex 1 - Statement of Work and in Annex 2 - Costing Guideline Memorandum and shall carry out the Project in a diligent and professional manner, using qualified personnel and the Project shall be Substantially Completed on or before the Program Completion Date.

- (g) it shall comply with the Federal Visibility Requirements as set out in Annex 4 – Federal Visibility Requirements.

## **9. Official Languages**

The Recipient agrees:

- (a) that any public acknowledgement of the Agency’s support for the Project will be expressed in both official languages;
- (b) that basic project information will be developed and made available in both official languages;
- (c) to invite members of the official-language minority community to participate in any public event relating to the Project, where appropriate;
- (d) that all signage related to the Project will be in both official languages;
- (e) that basic service (e.g. reception can provide bilingual resources or staff, upon request) and communication, both print and electronic (notices, announcements, publications, advertisements or documents), will be made available in both official languages; and
- (f) that it shall pay for all translation costs save for those which the Minister may incur with respect to any announcement or other public communications.

## **10. Environmental and Other Requirements**

- 10.1 The Recipient represents that the Project is not a “designated project” as defined in the *Canadian Environmental Assessment Act, 2012* (“CEAA”) and is not being carried out on “federal lands” as defined in the CEAA.
- 10.2 The Recipient agrees to comply with all federal, provincial, territorial, municipal and other applicable laws governing the Recipient and the Project, including but not limited to, statutes, regulations, by-laws, rules, ordinances and decrees. This includes legal requirements and regulations relating to environmental protection and the successful implementation of and adherence to any mitigation measures, monitoring or follow-up program, which may be prescribed by the Minister or by other federal, provincial, territorial, municipal bodies. The Recipient will certify to the Minister that it has done so.
- 10.3 The Recipient will provide the Minister with reasonable access to any Project site, for the purpose of ensuring that the terms and conditions of any environmental approval are met, and that any required mitigation measures, monitoring or program follow up have been carried out, to the satisfaction of the Minister.

- 10.4 If as a result of changes to the Project or otherwise, should a subsequent assessment be required in accordance with CEAA for the Project, the Minister and the Recipient agree that the Minister's obligations under this Agreement will be suspended from the moment that the Minister informs the Recipient, until (i) a decision statement has been issued to the Recipient or, if applicable, the Minister has decided that the Project is not likely to cause significant adverse environmental effects, and (ii) if required, an amendment to this Agreement has been signed, setting out any conditions included in the decision statement. The Recipient agrees to comply with any such conditions.
- 10.5 **Aboriginal consultation.** The Recipient acknowledges that the Minister's obligation to pay the Contribution is conditional upon Her Majesty satisfying any obligation that Her Majesty may have to consult with or to accommodate any Aboriginal groups, which may be affected by the terms of this Agreement.

## **11. Indemnification and Limitation of Liability**

- 11.1 The Recipient shall at all times indemnify and save harmless Her Majesty, its officers, officials, employees and agents, from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings (including, without limitation, those relating to injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights) by whomsoever brought or prosecuted, or threatened to be brought or prosecuted, in any manner based upon or occasioned by any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights, caused by, or arising directly or indirectly from:
- (a) the Project, its operation, conduct or any other aspect thereof;
  - (b) the performance or non-performance of this Agreement, or the breach or failure to comply with any term, condition, representation or warranty of this Agreement by the Recipient, its officers, employees and agents, or by a third party or its officers, employees, or agents;
  - (c) the design, construction, operation, maintenance and repair of any part of the Project; or,
  - (d) any omission or other wilful or negligent act or delay of the Recipient or a third party and their respective employees, officers, or agents, except to the extent to which such claims and demands, losses, costs, damages, actions, suits, or other proceedings relate to the negligent act or omission of an officer, official, employee, or agent of Her Majesty, in the performance of his or her duties.
- 11.2 The Minister shall have no liability under this Agreement, except for payments of the Contribution, in accordance with and subject to the provisions of this Agreement.

Without limiting the generality of the foregoing, the Minister shall not be liable for any direct, indirect, special or consequential damages, or damages for loss of revenues or profits of the Recipient.

- 11.3 Her Majesty, her agents, employees and servants will not be held liable in the event the Recipient enters into a loan, a capital or operating lease or other long-term obligation in relation to the Project for which the Contribution is provided.

## **12. Default and Remedies**

- 12.1 **Event of Default.** The Minister may declare that an Event of Default has occurred if:

- (a) the Recipient has failed or neglected to pay Her Majesty any amount due in accordance with this Agreement;
- (b) the Recipient fails to proceed diligently with the Project, or abandons the Project in whole or in part, or the Project is not Substantially Completed by the Program Completion Date;
- (c) the Recipient makes a materially false or misleading statement concerning support by the Minister in any internal and/or public communication, other than in good faith;
- (d) the Recipient becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute, from time to time in force, relating to bankrupt or insolvent debtors;
- (e) an order is made or the Recipient has passed a resolution for the winding up or liquidation of the Recipient, or the Recipient is dissolved;
- (f) the Recipient has, in the opinion of the Minister, ceased to carry on business or has sold all or substantially all of its assets;
- (g) the Project is carried out at locations, other than those mentioned in Annex 1 - Statement of Work;
- (h) the Recipient has submitted false or misleading information, or has made a false or misleading representation to the Agency, the Minister, in this Agreement or in its application for the Contribution;
- (i) the Recipient has not, in the opinion of the Minister, met or satisfied a term or condition of this Agreement;
- (j) the Recipient has not met or satisfied a term or condition under any other contribution agreement or agreement of any kind with Her Majesty;

- (k) the Recipient is not eligible or is otherwise not entitled to the Contribution; or,
- (l) the Recipient has not complied with the monitoring, audit and evaluation requirements, specified in this Agreement.

12.2 **Notice and Rectification Period.** Except in the case of default under Subsection 12.1 (d), (e) and (f), the Minister will not declare that an Event of Default has occurred unless he has given prior written notice to the Recipient of the occurrence, which in the Minister's opinion constitutes an Event of Default. The Recipient shall, within such period of time as the Minister may specify in the notice, either correct the condition or event or demonstrate, to the satisfaction of the Minister, that it has taken such steps as are necessary to correct the condition, failing which the Minister may declare that an Event of Default has occurred.

12.3 **Remedies.** If the Minister declares that an Event of Default has occurred, the Minister may immediately exercise any one or more of the following remedies, in addition to any remedy available at law:

- (a) terminate the Agreement, including any obligation by the Minister to make any payment under this Agreement, including any obligation to pay an amount owing prior to such termination;
- (b) suspend any obligation by the Minister to make any payment under this Agreement, including any obligation to pay an amount owing prior to such suspension; and
- (c) require the Recipient to repay forthwith to Her Majesty all or part of the Contribution, and that amount is a debt due to Her Majesty and may be recovered as such.

12.4 The Recipient acknowledges the policy objectives served by the Minister's agreement to make the Contribution, that the Contribution comes from the public monies, and that the amount of damages sustained by Her Majesty in an Event of Default is difficult to ascertain and therefore, that it is fair and reasonable that the Minister be entitled to exercise any or all of the remedies, provided for in this Agreement and to do so in the manner provided for in this Agreement, if an Event of Default occurs.

### 13. Project Assets

13.1 The Recipient shall retain title to, and ownership of any assets, the cost of which has been contributed to by the Minister under this Agreement and shall not sell, assign, transfer, encumber, pledge, grant a security interest or otherwise dispose of same, for a minimum of six (6) years after the expiry or termination of this Agreement without the prior written consent of the Minister. As a condition of such consent, the

Minister may require the Recipient to repay Her Majesty the whole or any part of the Contribution paid to the Recipient hereunder in the following proportions:

Where Project asset is sold, transferred, assigned, pledged, leased, encumbered or disposed of:	Repayment of Contribution (in current dollars)
Within 2 Years after Substantial Completion	100%
Between 2 and 6 Years after Substantial Completion	55%
6 Years after Substantial Completion	0%

13.2 At any time during the six (6) years following the date the Project is Substantially Completed, the Recipient agrees to notify the Minister in writing of any transaction triggering the above-mentioned repayments, at least ninety (90) days in advance.

**14. Miscellaneous**

14.1 The Recipient represents and warrants that no member of the House of Commons or Senate of Canada shall be admitted to any share or part of this Agreement or to any benefit arising from it, that are not otherwise available to the general public.

14.2 The Recipient confirms that no current or former public servant or public office holder, to whom the *Values and Ethics Code for the Public Service*, the *Values and Ethics Code for the Public Sector*, the *Policy on Conflict of Interest and Post-Employment* or the *Conflict of Interest Act* applies, shall derive direct benefit from the Agreement, including any employment, payments or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation. Where the Recipient employs or has a major shareholder, who is either a current or former (in the last twelve (12) months) public office holder or public servant in the federal government, the Recipient shall demonstrate compliance with these codes and the legislation.

14.3 The Recipient represents and warrants that:

- (a) it has not paid, nor agreed to pay to any person, either directly or indirectly, a commission, fee or other consideration that is contingent upon the execution of this Agreement, or upon the person arranging a meeting with a public office holder;
- (b) it will not pay, nor agree to pay to any person, either directly or indirectly, any commission, fee or other consideration that is contingent upon the person arranging a meeting with a public office holder;
- (c) it is and any persons who are or have been engaged by the Recipient to communicate or arrange meetings with public office holders, regarding the

Project or this Agreement, are in full compliance with all requirements of the *Lobbying Act*; and

- (d) any persons who may be engaged by the Recipient to communicate or arrange meetings with public office holders, regarding the Project or this Agreement, will at all times be in full compliance with the requirements of the *Lobbying Act*.

14.4 The Recipient acknowledges that the representations and warranties in this section are fundamental terms of this Agreement. In the event of breach of these, the Minister may exercise the remedies provided under Subsection 12.3.

## 15. General

15.1 **Debt due to Canada.** Any amount owed to Her Majesty under this Agreement shall constitute a debt due to Her Majesty and shall be recoverable as such. Unless otherwise specified herein, the Recipient agrees to make payment of any such debt forthwith on demand.

15.2 **Interest.** Debts due to Her Majesty will accrue interest in accordance with the *Interest and Administrative Charges Regulations*, in effect on the due date, compounded monthly on overdue balances payable, from the date on which the payment is due, until payment in full is received by Her Majesty. Any such amount is a debt due to Her Majesty and is recoverable as such.

15.3 **Set-Off.** Without limiting the scope of set-off rights provided in the *Financial Administration Act*, the Minister may set off against the Contribution, any amounts owed by the Recipient to Her Majesty under legislation or contribution agreements and the Recipient shall declare to the Minister all amounts outstanding in that regard, when making any claim under this Agreement.

15.4 **No Assignment of Agreement.** Neither this Agreement nor any part thereof shall be assigned by the Recipient, without the prior written consent of the Minister.

15.5 **Annual Appropriation.** Payment by the Minister of amounts due under this Agreement shall be conditional on there being a legislated appropriation for the Fiscal Year in which the payment is to be made. The Minister shall have the right to terminate or reduce the Contribution, in the event that the amount of the appropriation is reduced or denied by Parliament. In the event that any portion of the Contribution has been paid to the Recipient and the legislated appropriation for the Fiscal Year in which such payment is made is not obtained, the Minister shall have the right to recover the amount so paid from the Recipient.

15.6 **Successors and Assigns.** This Agreement is binding upon the Recipient, its successors and permitted assigns.

- 15.7 **Confidentiality.** Subject to the *Access to Information Act* (Canada), the *Privacy Act*, the *Library and Archives Act* of Canada and Annex 4 – Federal Visibility Requirements, the Parties shall keep confidential and shall not disclose the contents of this Agreement or the transactions contemplated hereby, without the consent of all Parties.
- 15.8 **Governing Law.** This Agreement shall be subject to and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- 15.9 **Dispute Resolution.** If a dispute arises concerning the application or interpretation of this Agreement, the Parties shall attempt to resolve the matter through good faith negotiation, and may, if necessary and the Parties consent in writing, resolve the matter through mediation or by arbitration, by a mutually acceptable mediator or arbitrator in accordance with the Commercial Arbitration Code set out in the schedule to the *Commercial Arbitration Act* (Canada), and all regulations made pursuant to that Act.
- 15.10 **No Amendment.** No amendment to this Agreement shall be effective unless it is made in writing and signed by the Parties hereto.
- 15.11 **No Agency.** No provision of this Agreement or action by the Parties will establish or be deemed to establish any partnership, joint venture, principal-agent or employer-employee relationship in any way, or for any purpose, between Her Majesty and the Recipient, or between Her Majesty and a third party. The Recipient is not in any way authorized to make a promise, agreement or contract and to incur any liability on behalf of Her Majesty, nor shall the Recipient make a promise, agreement or contract and incur any liability on behalf of Her Majesty, and shall be solely responsible for any and all payments and deductions, required by the applicable laws.
- 15.12 **No Waiver.** Any tolerance or indulgence demonstrated by one Party to the other, or any partial or limited exercise of rights conferred on a Party, shall not constitute a waiver of rights, and unless expressly waived in writing the Parties shall be entitled to exercise any right and to seek any remedy, available under this Agreement or otherwise at law. Either Party may, by notice in writing, waive any of its rights under this Agreement.
- 15.13 **Public Dissemination.** All reports and other information that the Minister collects, manages or has a right to receive or produce in accordance with this Agreement, or that the Recipient collects, creates, manages and shares with the Minister, shall be deemed to be “Canada Information”. The Minister shall have the right, subject to the provisions of the *Access to Information Act*, to release to the public, table before Parliament, or publish by any means, any Canada Information, including such excerpts or summaries of the Canada Information as he may, from time to time, decide to make.

- 15.14 **No conflict of interest.** The Recipient and its consultants and any of their respective advisors, partners, directors, officers, shareholders, employees, agents and volunteers shall not engage in any activity where such activity creates a real, apparent or potential conflict of interest in the sole opinion of the Minister, with the carrying out of the Project. For greater certainty, and without limiting the generality of the foregoing, a conflict of interest includes a situation where anyone associated with the Recipient owns or has an interest in an organization that is carrying out work related to the Project.
- 15.15 **Disclose potential conflict of interest.** The Recipient shall disclose to the Minister without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.
- 15.16 **Severability.** If for any reason a provision of this Agreement that is not a fundamental term of the agreement between the Parties is found to be or becomes invalid or unenforceable, whether in whole or in part, such provision or part thereof declared invalid or unenforceable shall be deemed to be severable and shall be deleted from this Agreement and all remaining terms and conditions of this Agreement will continue to be valid and enforceable.

## 16. Notice

16.1 Any notice, information or document required under this Agreement shall be effectively given, if delivered or sent by letter or facsimile (postage or other charges prepaid). Any notice that is delivered shall be deemed to have been received on delivery; any notice sent by facsimile shall be deemed to have been received one (1) working day after being sent, any notice that is mailed shall be deemed to have been received eight (8) calendar days after being mailed.

16.2 Any notice or correspondence to the Minister shall be addressed to:

Federal Economic Development Agency for Southern Ontario  
101-139 Northfield Drive West  
Waterloo, ON N2L 5A6  
**Attention: Canada 150 Community Infrastructure Program**

or to such other address, as is designated by the Agency in writing.

16.3 Any notice or correspondence to the Recipient shall be addressed to:

The Corporation of the Township of Wilmot  
60 Snyder's Road West  
Baden, ON, N3A 1A1  
**Attention: Director of Finance**

16.4 Each of the Parties may change the address, which they have stipulated in this Agreement by notifying in writing the other party of the new address, and such change shall be deemed to take effect fifteen (15) calendar days after receipt of such notice.

**17. Special Conditions**

17.1 As a condition precedent to initial disbursement:

- (a) The Recipient agrees to provide the Minister an officer's certificate executed by an officer of the Recipient in the form prescribed by the Minister which includes certified copies of the Recipient's constating documents, by-laws and the resolution authorising the entering into of this Agreement; and,
- (b) The Recipient shall arrange pre-authorized payments or such other method of payment, as requested in writing by the Minister.

17.2 **Renewal of Representations.** It is a condition precedent to any disbursement under this Agreement that the representations and warranties contained in this Agreement are true at the time of payment and that the Recipient is not in default of compliance with any terms of this Agreement.

**18. Acceptance**

**The Recipient agrees that unless the Minister receives a duly executed duplicate copy of this Agreement within thirty (30) calendar days of the date of execution by the Minister, this Agreement is revocable at the discretion of the Minister.**

IN WITNESS WHEREOF the Parties hereto have executed this Agreement through authorized representatives.

Project No.: **807894**

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA**

Per: 

Date: MAR 24 2016

Federal Economic Development Agency  
for Southern Ontario

***RECIPIENT***

Per: \_\_\_\_\_

Date: \_\_\_\_\_

I have authority to bind the Recipient.

Per: \_\_\_\_\_

Date: \_\_\_\_\_

I have authority to bind the Recipient.

**Annex 1**

**CANADA 150 COMMUNITY INFRASTRUCTURE PROGRAM**

**STATEMENT OF WORK**

Recipient: The Corporation of the Township of Wilmot  
 Project Title: Expansion of Trail Network  
 Project Location: 1291 Nafziger Road, Baden, N3A 0A9

**PROJECT DESCRIPTION:**

The project works will include expanding the existing trail by approximately 2 km in length and 3 m in width to meet accessibility requirements, and by approximately 1.2 km in length and 1m in width to add a natural ground hiking trail. Trees will be cleared and rough grading will be undertaken to accommodate the 3.0 m wide trail segments as necessary.

Estimated date of commencement: June 30, 2016

Estimated date of Substantial Completion: September 30, 2016

**FEDEDEV ONTARIO CONTRIBUTION BY FISCAL YEAR**

<b>2016/2017</b>	<b>2017/2018</b>	<b>Total</b>
\$150,000	\$0	\$150,000

**PROJECT COSTS AND FINANCING:**

CAPITAL		
Eligible Costs		
Costs	Amount	
Planning/Design/ Engineering	\$25,000	
Repair/Construction	\$400,000	
Project Management	\$10,000	
Other	\$0	
Contingency	\$15,000	
<b>Total Eligible Costs (TEC)</b>	<b>\$450,000</b>	
Financing	Amount	% TEC
FedDev Ontario Contribution	\$150,000	33.34%
Other Federal Contribution	\$0	0.0%
Recipient Contribution	\$300,000	66.66%
Other (specify source)	\$0	0.0%
Other (specify source)	\$0	0.0%
<b>Sub-Total Financing TEC</b>	<b>\$450,000</b>	<b>100.0%</b>
Ineligible Components		

STACKING LIMITS	
STACKING – CAPITAL	
Total Eligible Costs	\$450,000
Total Government Contributions (Federal, Provincial, and Municipal)	\$450,000
Estimated Investment Tax Credits	\$0
Contribution subject to Stacking %	\$450,000
Stacking %	100.0%
Stacking Limit	100.0%

**Please Note:**

- 1) Eligible Costs include the amount of the harmonized sales tax (HST), net of any refund or eligible credits due from the Canada Revenue Agency.
- 2) The list of ineligible components shown is not exhaustive. For more information on ineligible costs, see Annex 3.
- 3) The Recipient shall not redirect funding between cost categories without prior written consent of the Minister.
- 4) Incremental costs (i.e. employees and/or materials and/or equipment) have been approved up to the following maximum amounts, which are included in the Total Eligible Costs indicated above:

**Employees: \$0**  
**Materials: \$0**  
**Equipment: \$0**

**Annex 2**

**CANADA 150 COMMUNITY INFRASTRUCTURE PROGRAM**

**COSTING GUIDELINE MEMORANDUM**

**1.0 General Conditions**

1.1 Costs are Eligible Costs for the purposes of this Agreement only if they are, in the opinion of the Minister,

- (a) directly related to the intent of the Project,
- (b) reasonable,
- (c) appear in Annex 1 - Statement of Work,
- (d) incurred in respect of activities, which are incremental to the usual activities of the Recipient, and
- (e) constitute Eligible Costs as defined in Section 2.0 of this Annex.

1.2 Costs submitted for reimbursement must be net of any refund or eligible tax credits (including HST). In order to have the HST approved as an Eligible Cost, the Recipient will be required to provide documentation verifying the organization's status under the relevant tax legislation.

**2.0 Eligible Costs**

Eligible Costs may only include the following:

- (a) project costs incurred between the Eligibility Date and the Program Completion Date;
- (b) fees paid to professionals, technical personnel, consultants and contractors specifically engaged for the purpose of the Project;
- (c) costs of environmental assessments, mitigation measures, monitoring, and follow-up programs as required by the *Canadian Environmental Assessment Act, 2012* or equivalent legislation;
- (d) costs of any public announcement and official ceremony, or of any temporary or permanent signage as further described in Subsection 2.2 below;

- (e) other costs that are considered to be direct and necessary for the successful implementation of the Project and that have been approved in advance, and in writing, by the Minister; and
- (f) for Local Governments and First Nations government, incremental costs listed in Subsection 2.1 below.

## 2.1 Employee, Material and Equipment costs

While these costs are not normally eligible for reimbursement, the incremental costs of the Recipient's employees, materials or equipment may be included in its Eligible Costs under the following conditions:

- (a) the Recipient is a Local Government or a First Nation's government; and
- (b) the Recipient satisfies the Minister that it is not economically feasible to tender a contract; and
- (c) employees, material or equipment are employed directly in respect of the work that would have been the subject of the contract; and
- (d) costs are approved in advance and in writing by the Minister, and are included in Annex 1 – Statement of Work.

## 2.2 Communications

- (a) For the purposes of events, Eligible Costs include the following:
  - Printing and mailing invitations;
  - Light refreshments, such as coffee, tea, juice, donuts, muffins, snacks;
  - Project material for display and/or media kit;
  - Signage; and,
  - Rentals such as: flagpoles, stage, chairs, podium, PA system.
- (b) For the purposes of Project signage, Eligible Costs include reasonable costs incurred to produce signage.

## 3.0 Ineligible Costs

Costs related to the following items are ineligible costs:

- (a) project Costs incurred before the Eligibility Date and after the Program Completion Date;

- (b) services or works that, in the opinion of the Minister, are normally provided by the Recipient or a related party;
- (c) salaries and other employment benefits of any employees of the Recipient except as indicated in Subsection 2.1 above;
- (d) the Recipient's overhead costs, its direct or indirect operating or administrative costs, and more specifically, its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff;
- (e) cost of feasibility and planning studies;
- (f) taxes for which the Recipient is eligible for a tax rebate and all other costs eligible for rebates;
- (g) any loan interest or other finance charges;
- (h) cost of land or any interest therein (including easements), and related costs;
- (i) legal fees;
- (j) cost of leasing of equipment by the recipient except for as indicated in Subsection 2.1 above;
- (k) temporary installations;
- (l) moveable equipment, including but not limited to motorized vehicles, furniture, computers and sports equipment;
- (m) the value of any goods and services which are received through donations or in kind;
- (n) costs for food and entertainment except as indicated in Subsection 2.2 above;
- (o) routine maintenance costs; and,
- (p) for the purposes of communications events, Ineligible Costs include the following: alcoholic beverages, china, waiters, guest mileage or transportation, wine glasses, lamps, tea wagons, plants, gifts, and honorariums.

**Annex 3**

**CANADA 150 COMMUNITY INFRASTRUCTURE PROGRAM**

**REPORTING REQUIREMENTS**

1. **Semi-annual Progress Reports.** All approved recipients will be required to submit semi-annual progress reports until project completion, substantially in the form prescribed by the Minister and satisfactory to the Minister in scope and detail, in order to allow the Minister to assess the progress of the Project. The progress report should detail progress on the implementation of the project, and amounts received through the agreement, amounts expended on approved projects, and an overall update on the project status. These reports are due April 15<sup>th</sup> and October 15<sup>th</sup> for the six month periods ending March 31<sup>st</sup> and September 30<sup>th</sup> respectively.
2. **Final Reporting Requirements.** In accordance with Subsection 6.4, the Recipient shall submit to the Minister a Final Report, a Final Review, and a Statement of Total Government Assistance on the project, substantially in the form prescribed by the Minister and satisfactory to the Minister in scope and detail, in order to allow the Minister to assess the outcome of the Project.
3. **Recognition of Funding.** In order to acknowledge the Government of Canada's support for the CIP 150 project, the Recipient will be required to submit photograph(s) of the required signage as outlined in guidance that will be provided to recipients.

**Annex 4**

**CANADA 150 COMMUNITY INFRASTRUCTURE PROGRAM**

**FEDERAL VISIBILITY REQUIREMENTS**

1. The Recipient agrees that its name, the amount of the Contribution and a description of the general nature of the activities supported under this Agreement may be made publicly available by the Minister.
2. In order to promote the support received from the Minister, and to raise awareness of the Canada 150 Infrastructure Program, the Recipient agrees to the following requirements, at the request of the Agency:
  - (a) Participate in and assist with coordination of a public announcement of the Agreement by the Minister in the form of an event and/or news release as provided by the Minister. The Recipient shall maintain the confidentiality of this Agreement until such public announcement;
  - (b) Coordinate a mutually agreeable venue, date and time, in light of the availability of the Minister, for public/media events outlining Project achievements, such as groundbreaking or completion ceremonies, or initiatives undertaken by the Recipient and acknowledging the role of the Minister on these occasions. Unless otherwise agreed to in advance by the Minister, no event will take place without at least fifteen (15) business days' notice to the Minister;
  - (c) Participate in, coordinate and accommodate activities that showcase the results or expected results of the Minister's support, including but not limited to public showcase events, site visits, photo opportunities, production of promotional products (including but not limited to, photos and images, video, print and new media). This includes providing access to the Recipient's work site(s) to the Agency staff. The Recipient agrees that the Minister may contact it for the purposes of preparing project success stories;
  - (d) When providing information on the products and services funded in whole or in part by this Agreement, specify that the financial assistance is made possible through a contribution from the Minister;
  - (e) Prominently display in a manner prescribed by the Minister, promotional material or signage according to a design specified by the Minister and produced and installed at the Recipient's expense, communicating the nature of the funded activities and/or the involvement of the Minister; and
  - (f) Include acknowledgement, in a manner prescribed by the Minister, in all publications and advertising describing or promoting the products and services

funded in whole or in part by this Agreement, including, but not limited to, electronic media (web, television, video), and print media (signs, print advertising, brochures, magazines, maps, posters). The Recipient will consult with the Minister in preparing the content and look of all such material, which must be approved in advance. The Recipient will provide the Agency with no less than ten (10) business days for the approval of all materials prior to its release.

The Minister may, by notice in writing given to the Recipient, require that recognition of the support provided by the Minister not be made in any public communication of the Recipient.





## ***Township of Wilmot*** **REPORT**

**REPORT NO.** PW-2016-07

**TO:** Council

**PREPARED BY:** Gary Charbonneau, Director of Public Works

**DATE:** April 4, 2016

**SUBJECT:** Gravel Extraction, Crushing and Stockpiling

### **Recommendation:**

That the quotation received from Joe Kerr Limited to extract, crush and stockpile granular material at the Township Pit, in the amount of \$45,510.00, plus HST, be accepted.

### **Background:**

The granular material to be crushed at the Township Pit will be used by the Roads Section for maintenance and repair of the road system. In 2016 Oxford-Waterloo Road between the Nith River and Pinehill Road is scheduled to be re-graveled:

### **Discussion:**

We received quotations for the extraction, crushing and stockpiling of granular material at the Township Pit and the results, plus HST, are as follows:

<b><u>Bidder</u></b>	<b><u>Amount</u></b>
Joe Kerr Limited (Wingham)	\$45,510.00
Sousa Concrete (Branchton)	\$49,580.00
Bel-Air Excavating & Grading (Cambridge)	\$51,060.00

### **Strategic Plan Conformity**

Maintaining our infrastructure ensures a prosperous economy for our municipality.

**Financial Considerations:**

The approved 2016 Township Budget includes \$50,000 for this program.

**Conclusion:**

We are recommending that Joe Kerr Limited be approved to complete the gravel extraction, crushing and stockpiling program in 2016.

Gary Charbonneau  
Director of Public Works

Grant Whittington  
Reviewed by CAO



## Township of Wilmot *REPORT*

**REPORT NO.:** PW-2016-08

**TO:** Council

**PREPARED BY:** Gary Charbonneau, Director of Public Works

**DATE:** April 4, 2016

**SUBJECT:** Annual Pavement Marking (2016-2020)

### **Recommendation:**

**That KDN Pavement Markings Ltd. be awarded the Annual Pavement Marking Program for 2016-2020.**

### **Background:**

The application of pavement markings represents a small fraction of the total roads maintenance budget however, these markings provide the travelling public with an excellent sense of safety and security when driving on Township roads. Properly marked roads help to improve a driver's confidence when there is inclement weather such as fog, a driving rainstorm, and blowing snow or during nighttime conditions.

### **Discussion:**

We requested tenders from qualified companies to complete the annual pavement marking program for a five year term (2016-2020).

Approximately 80-85% of the cost for pavement markings is based on the price per litre for the paint. Shown below is a summary of the unit prices for paint:

	2016	2017	2018	2019	2020
KDN Pavement Markings (Rockwood)	\$4.25	\$4.25	\$4.25	\$4.50	\$4.50
RANN Maintenance (Guelph)	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00
Miller Maintenance Limited (Sharon)	\$5.78	\$5.78	\$6.10	\$6.22	\$6.35

Guild Electric Limited (Toronto)	\$5.79	\$5.88	\$5.99	\$6.11	\$6.24
Midwestern Line Striping Inc. (Clarksburg)	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00

The annual pavement marking program began in 1992 and since that time KDN Pavement Markings Ltd. (KDN) have performed this work for the Township. Between 2008 and 2015 their unit price for paint was \$4.00/litre.

**Strategic Plan Conformity:**

Maintaining our infrastructure ensures a prosperous economy for our municipality.

**Financial Considerations:**

The total costs expended on this program will continue to be controlled by the Township by determining how many kilometres of road will be marked and through the annual budget approval process. The current maintenance budget for pavement marking is \$45,000.

**Conclusion:**

That the tender submitted by KDN Pavement Markings Ltd. be approved by Council.

Gary Charbonneau  
Director of Public Works

Grant Whittington  
Reviewed by CAO



## ***Township of Wilmot*** **REPORT**

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**REPORT NO.** PRD 2016-02  
**TO:** Council  
**PREPARED BY:** Scott Nancekivell  
**DATE:** April 8, 2016  
**SUBJECT:** Award of Tender 2016-09 Grass Cutting Services for Parks, Sports Fields & Other Public lands (5-Year Term)

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### **Recommendation:**

That Tender 2016-09, be awarded for a five year term as follows:

- That Zone 1 and 2 be awarded to All Terraine Landscaping Ltd. for an average annual cost per cut of \$1,465.00 plus HST, and \$1,315.00 plus HST, respectively.
- That Zone 3 be awarded to Dundee Nursery and Landscaping for an average annual cost per cut of \$1,233.30 plus HST.

### **Background:**

The Township's grass cutting contract expired in the fall of 2015. The 5-year term contract (spring 2011 - fall 2105) consisted of three separate work zones based on acreage/geography and contractors were able to bid on any one, two or all three work zones. As a result of a competitive bidding process and the ability to isolate pricing for each work zone, the work was awarded to separate contractors for each of the three zones.

### **Discussion:**

On March 10, 2016 the Township released Tender 2016-09 Grass Cutting Services for Parks, Sports Fields & Other Public Lands (5-Year Term), for bidding purposes via the new on-line bidding process.

The tender document was structured similar to the previous tender, allowing bidders to submit pricing (electronically) for one, two or all three works zones specified within the document.

In all, ten sets of documents were downloaded by prospective bidders.

**Report:**

On March 24, 2016 the Township received eight electronic bids from registered contractors. The bids were reviewed, analyzed and summarized below by calculating the average annual cost per cut (AACPC) over the 5-year term for each work zone as follows:

<u>Bidder</u>	<u>AACPC by Work Zone*^</u>		
	Zone 1	Zone 2	Zone 3
2224737 Ontario Inc. (Dashwood)	\$1,289.90	\$ 874.89	\$ 857.00
Traz Landscaping & Property Services (Nestleton)	\$1,665.25	\$1,184.50	\$1,219.00
All Terraine Landscaping Ltd. (Petersburg)	\$1,465.00	\$1,315.00	\$1,485.00
Dundee Nursery and Landscaping (New Dundee)	\$1,700.82	\$1,348.44	\$1,233.30
Creative Asphalt & Landscaping Inc. (Waterloo)	\$2,701.00	\$2,054.95	\$1,667.80
GH Property Care (Stratford)	\$4,162.40	No bid	No bid
Perfect Image Property Maint. Inc. (Kitchener)	\$5,920.00	\$4,505.00	\$4,272.00
Art Wood Enterprises (New Dundee)	\$10,750.00	\$7,614.25	\$7,962.75

\* Zone 1 – New Hamburg

Zone 2 – Baden

Zone 3 – Other (consists of New Dundee, Mannheim, Petersburg, St. Agatha, rural)

^ Does not include HST

Staff have concerns with the location of the low bidder for Zone 1, 2, and 3 as well as the second lowest bidder for Zone 2 and 3. Dashwood is located approximately 90km (1.25 hours) from Baden, and Nestleton (Northeast of Port Perry) is located approximately 200km (2.3 hours) from Baden. Based on the distance of their operational headquarters from the work sites, Township staff have serious concerns over the contractors' ability to react to changes in local weather conditions, address service complaints, or respond to Township requests in a timely fashion. Their ability to properly supervise and direct their grass cutting crews in the field also comes into question.

Staff's past experience with grass cutting contractors who are headquartered a significant distance from Wilmot Township have not been positive. In fact, the closer the contractor is located to the work zones, the easier it is to monitor level of service and facilitate corrective action in a timely fashion when required.

For these reasons, staff do not recommend awarding any work to the lowest bidder for zones 1, 2 or 3, or the second lowest bidder for zones 2 or 3.

**Strategic Plan Conformity:**

Maintaining our infrastructure.

Providing recreational opportunities for everyone.

**Financial Considerations:**

Grass cutting costs are included within the annual operating budgets for parks, sports fields, community centres and other municipal facilities.

**Conclusion:**

Staff are very familiar with All Terraine Landscaping Ltd., who have undertaken grass cutting works for the municipality for the past 14 years (including work zones 1 & 2 under the previous contract), as well as Dundee Nursery and Landscaping, who have worked with the Township for the past 5 years (completed work zone 3 under the previous contract). Both contractors are headquartered locally, have performed very well for the municipality, and have addressed any minor service issues in a timely fashion.

Scott Nancekivell

Director of Facilities & Recreation Services

Grant Whittington

Reviewed by CAO

**THE CORPORATION OF THE TOWNSHIP OF WILMOT  
BY-LAW NO. 2016-17**

**BY-LAW TO AUTHORIZE THE EXECUTION OF AN  
AGREEMENT BETWEEN THE TOWNSHIP OF WILMOT  
AND CREATESCAPE WATERLOO REGION**

**WHEREAS** the Municipal Council of the Corporation of the Township of Wilmot is desirous of entering into an Agreement, which shall form Schedule "A" to this By-law.

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

1. That the Agreement which shall form Schedule "A" to this By-law be and the same is hereby accepted as approved.
  
2. That the Mayor and Clerk are hereby authorized to execute under seal the said Agreement and all other documents and papers relating to this transaction.

**READ** a first and second time this 4<sup>th</sup> day of April, 2016.

**READ** a third time and finally passed in Open Council this 4<sup>th</sup> day of April, 2016.

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**Mayor**

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**Clerk**

**THE CORPORATION OF THE TOWNSHIP OF WILMOT  
BY-LAW NO. 2016-18**

**BY-LAW TO AUTHORIZE THE EXECUTION OF AN  
AGREEMENT REGARDING THE CANADA 150  
COMMUNITY INFRASTRUCTURE PROGRAM CONTRIBUTION AGREEMENT**

**WHEREAS** the Municipal Council of the Corporation of the Township of Wilmot is desirous of entering into an Agreement, which forms Schedule "A" to this By-law.

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

1. That the Agreement which forms Schedule "A" to this By-law be and the same is hereby accepted as approved.
  
2. That the Mayor and Clerk are hereby authorized to execute under seal the said Agreement and all other documents and papers relating to this transaction.

**READ** a first and second time this 4<sup>th</sup> day of April, 2016.

**READ** a third time and finally passed in Open Council this 4<sup>th</sup> day of April, 2016.

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**Mayor**

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**Clerk**