



# **TOWNSHIP OF WILMOT**

**Televised  
Council Meeting Agenda  
Monday, March 6, 2017  
Regular Council Meeting  
Council Chambers  
7:00 P.M.**

- 1. MOTION TO CONVENE INTO CLOSED SESSION (IF NECESSARY)**
- 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 February 13, 2017.**

**Recommendation**

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

Council Meeting February 13, 2017.

## **7. PUBLIC MEETINGS**

### **7.1 REPORT NO. DS 2017-04**

**Zone Change Application 02/17**

**Nietsch Holdings Inc. / Kay Law**

**Part of Lot 13, Concession North of Snyder's Road**

**Parts 1 and 2, Plan 58R-2581**

**430 Snyder's Road East, Baden**

### **Recommendation**

THAT Council approve Zone Change Application 02/17 made by Nietsch Holdings Inc. / Kay Law, affecting Part of Lot 13, Concession North of Snyder's Road, being Parts 1 and 2, Plan 58R-2581, to add "Assembly of Wood Products" as an additional permitted use on the property, defined as follows:

"a use that excludes wood restoration or finishing (including activities such as wood stripping or cleaning, painting, staining, lacquering or varnishing) and the laminating or application of wood veneer (the use of large amounts of glue and the solvents to clean them)".

### **7.2 Court of Revision for Weiss Municipal Drain 2016**

## **8. PRESENTATIONS/DELEGATIONS**

### **8.1 Grants to Groups Funding Presentations**

#### **8.2 Ruth Jones and Pauline Weiland**

**Women's Day Committee**

#### **8.3 Lisa Akey**

**Living Well Festival**

#### **8.4 Carol Massel and Kathy Lantz**

**Lioness Club Fashion Show and Club Update**

**8.5 Brenda Jamieson, Ministry of Transportation**  
**Recommended Transportation Corridor Plan Hwy 7&8**

**9. REPORTS**

**9.1 CAO**

**9.1.1 REPORT NO. CAO 2017-01**  
**2017 Municipal Work Program**

**Recommendation**

THAT the 2017 Municipal Work Program, as per the report dated March 6, 2017, prepared by the Chief Administrative Officer, be endorsed.

**9.2 CLERK'S SERVICES**

**9.2.1 REPORT NO. CL 2017-09**  
**Appointment of Engineer**  
**Petition for Drain Improvement**  
**From James Otto / Century Oak Holdings Inc.**  
**Block A, Concession 2, Part of Lot 25, 1628 Walker Road**  
**Township of Wilmot, Regional Municipality of Waterloo**

**Recommendation**

THAT Dietrich Engineering of 155 Frobisher Drive, Waterloo be appointed as the Engineer relative to the Petition for Drain Improvement, From James Otto / Century Oak Holdings Inc., Block A, Concession 2, Part of Lot 25, 1628 Walker Road, Township of Wilmot, Regional Municipality of Waterloo and be authorized to prepare a report under Section 78 (1) of the Drainage Act, R.S.O. 1990, Chapter D. 17.

**9.3 FINANCE**

**9.3.1 REPORT NO. FIN 2017-15**  
**Ontario Community Infrastructure Fund (OCIF) Application-**  
**Based Component Agreement**

## **Recommendation**

THAT Finance Report FIN 2017-15, prepared by the Director of Finance, regarding the Ontario Community Infrastructure Fund (OCIF) Application-Based Component Agreement be received for information purposes;

AND FURTHER, THAT the Mayor and Director of Clerk's Services be authorized to execute the contribution agreement with the Ministry of Agriculture, Food and Rural Affairs.

### **9.4 PUBLIC WORKS – no reports**

### **9.5 DEVELOPMENT SERVICES – no additional 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 – Grand Actions, January/February 2017**

### **10.2 Township of Wilmot – Letter of Congratulations to Her Majesty, Queen Elizabeth II, in Recognition of her Sapphire Jubilee**

## **Recommendation**

THAT Correspondence Items 10.1 and 10.2 be received for information.

## **11. BY-LAWS**

### **11.1 By-law No. 2017-10 – Appointment of a Treasurer for the Corporation of the Township of Wilmot**

### **11.2 By-law No. 2017-11 – Authorization By-law to Execute an Agreement – Ontario Community Infrastructure Fund (OCIF) Application-Based Component Agreement**

**11.3 By-law No. 2017-12 – Zone Change Application 02/17, Nietsch Holdings Inc. / Kay Law, Part of Lot 13, Concession North of Snyder's Road, Parts 1 and 2, Plan 58R-2581, 430 Snyder's Road East, Baden**

**Recommendation**

THAT By-law Nos. 2017-10, 2017-11 and 2017-12 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. 2017-13**

**Recommendation**

THAT By-law No. 2017-13 to Confirm the Proceedings of Council at its Meeting held on March 6, 2017 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, February 13, 2017**

**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 Administrative Officer G. Whittington, Director of Clerk's Services B. McLeod, Deputy Clerk D. Mittelholtz, Director of Public Works G. Charbonneau, Director of Facilities and Recreation Services S. Nancekivell, Director of Development Services H. O'Krafka, Acting Fire Chief B. Otterbein, Director of Finance R. Tse, Curator/Director of Castle Kilbride T. Loch, Planner/EDO A. Martin, Manager of Accounting P. Kelly, Supervisor of Revenue A. Romany

### **1. MOTION TO CONVENE INTO CLOSED SESSION**

**Resolution No. 2017-15**

**Moved by: B. Fisher**

**Seconded by: M. Murray**

THAT a Closed Meeting of Council be held on Monday, February 13, 2017 at 6:30 p.m. in accordance with Section 239 (2) (c) of the Municipal Act, 2001, for the purposes of considering the following matters:

- 2 (c) a proposed or pending acquisition or disposition of land.

**CARRIED.**

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

**Resolution No. 2017-16**

**Moved by: M. Murray**

**Seconded by: A. Junker**

That we convene into Open Session of Council at 7:00 pm.

CARRIED.

**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 January 16, 2017.**

**Resolution No. 2017-17**

**Moved by: A. Junker**

**Seconded by: P. Roe**

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

Council Meeting January 16, 2017.

CARRIED.

**7. PUBLIC MEETINGS**

**7.1 REPORT NO. DS 2017-03**

**Zone Change Application 01/17**

**Alessandra Perolli**

**Part of Lot 6, Concession North of Erb's Road**

**1694 Erb's Road, St. Agatha**

**Resolution No. 2017-18****Moved by: J. Gerber****Seconded by: M. Murray**

THAT Council approve Zone Change Application 01/17 made by Alessandra Perolli, affecting Part of Lot 6, Concession North of Erb's Road to pass a temporary use by-law to permit a garden suite (a mobile home) for retirement purposes for a period of 10 years.

CARRIED.

Mayor Armstrong declared the public meeting open and stated that Council would hear all interested parties who wished to speak. He indicated that if the decision of Council is appealed to the Ontario Municipal Board, the Board has the power to dismiss an appeal if individuals do not speak at the public meeting or make written submissions before the by-law is passed.

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 Planner/EDO highlighted the report.

Mayor L. Armstrong asked if there were questions of a technical nature from Council. There were none.

Mayor L. Armstrong asked if the applicant wished to address Council on this matter. The applicant was not present.

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 meeting to be closed.

**8. PRESENTATIONS/DELEGATIONS****9. REPORTS****9.1 CAO – no reports**

**9.2 CLERKS****9.2.1 REPORT NO. CL 2017-05****Consideration of Drainage Engineer's Report****For the Weiss Municipal Drain 2016****North Part of Lots 7 & 8, Concession South of Bleams Road****Township of Wilmot, Regional Municipality of Waterloo****Resolution No. 2017-19****Moved by: B. Fisher****Seconded by: A. Junker**

THAT the revised Drainage Engineer's Report dated December 2016 for the Weiss Municipal Drain 2016, to provide a subsurface outlet for tile drainage waters within the watershed for Part of Lots 7 & 8, Concession South of Bleams Road, Township of Wilmot, Region of Waterloo, be adopted, and further;

THAT the Provisional By-law be given first and second reading; and further,

THAT the date for the Court of Revision be scheduled for Monday, March 6th, 2017 at 7:00 pm and that: Mayor L. Armstrong, Councillors P. Roe, J. Gerber and B. Fisher (as alternate member), be appointed to the Court of Revision.

CARRIED, AS AMENDED.

The Deputy Clerk highlighted the report.

Mr. Paul MacIntyre summarized the revised report for Council and provided detail on the flow of water on Mr. Angus's property in response to Council's direction to revise the original report dated October, 2016. He noted how the watershed area was adjusted and how the assessments were amended in the report.

**Colin Angus, 1939 Bleams Road**

Mr. Angus thanked Council for having the report revised. He reiterated his comments from the November 21, 2016 Council Meeting by stating that he receives no benefit by the construction of this drain and that he should not be assessed for its construction. He commented that the photos circulated by Mr. MacIntyre do not show the swales or where the water collects on his property. He suggested that the costs for the drain should not

be assessed based on hectares but should be based on benefit. He noted that the report does not indicate how benefit is determined. He concluded by questioning why the amount assessed to the Region of Waterloo is approximately equal to the other affected parties combined?

Mr. MacIntyre advised Council and Mr. Angus that benefit is determined in accordance with the Drainage Act and is calculated based on proximity to the drain itself.

**9.2.2 REPORT NO. CL 2017-06**

**Landowner's Withdrawal from Municipal Drain Petition**

**Petition from Wiebe Nauta**

**Lot 15, Concession North of Bleam's Road**

**1748 Wilmot Centre Road, Baden**

**Township of Wilmot**

**Resolution No. 2017-20**

**Moved by: P. Roe**

**Seconded by: M. Murray**

THAT Report No CL2017-06, dated February 13, 2017 and prepared by the Deputy Clerk, be received for information purposes.

CARRIED.

The Deputy Clerk highlighted the report.

**9.2.3 REPORT NO. CL 2017-08**

**By-law Enforcement**

**Quarterly Activity Report**

**October 1, 2016 to December 31, 2016**

**Resolution No. 2017-21****Moved by: M. Murray****Seconded by: J. Gerber**

THAT the Enforcement Activity Report for October 1, 2016 to December 31, 2016 be received for information purposes.

CARRIED.

Councillor A. Junker expressed his appreciation for notices being placed on the Community Signs as another method of advising residents of their responsibility to remove snow from the sidewalks abutting their properties.

**9.3 FINANCE****9.3.1 REPORT NO. FIN 2017-11****Bag Tag Program Agreement****Resolution No. 2017-22****Moved by: M. Murray****Seconded by: A. Junker**

THAT Report FIN 2017-11, prepared by the Supervisor of Revenue, regarding the agreement between the Regional Municipality of Waterloo and the Corporation of the Township of Wilmot pertaining to the sale of garbage tags be approved;

AND FURTHER THAT the Mayor and Clerk be authorized to execute the Memorandum of Understanding with the Regional Municipality of Waterloo for the sale of garbage bag tags.

CARRIED.

The Supervisor of Revenue highlighted the report.

In response to Councillor B. Fisher, the Supervisor of Revenue advised that lost garbage bag tags would be refunded on a situational basis once the Region has been notified.

Mayor L. Armstrong noted that some residents did not receive the complimentary garbage bag tags from the Region as they were included in the Waste Management Calendars which had been classified as junk mail by Canada Post.

Mayor L. Armstrong confirmed for Councillor J. Gerber that the Bag Tag Program is consistent across the Region for the lower tier municipalities to be involved in the sale of the Tags.

The Director of Finance further clarified that Regional Libraries in the Townships will also be selling the Tags for added convenience to residents.

The CAO noted that the intent of the Region and Townships working together on distribution was to provide as much access and service to residents as possible.

### **9.3.2 REPORT NO. FIN 2017-12**

#### **Lichti Municipal Drain – Actual Cost By-Law**

#### **Resolution No. 2017-23**

**Moved by: B. Fisher**

**Seconded by: P. Roe**

THAT Report FIN 2017-12, prepared by the Manager of Accounting, relative to the Lichti Municipal Drain, be received for information purposes.

CARRIED.

The Manager of Accounting highlighted the report.

### **9.3.3 REPORT NO. FIN 2017-13**

#### **Canada 150 Community Infrastructure Program Amending Agreement #1**

#### **Resolution No. 2017-24**

**Moved by: A. Junker**

**Seconded by: P. Roe**

THAT the amending agreement for funding under the Canada 150 Community Infrastructure Program be approved;

THAT the amending agreement covers the Improvement of Wilmot Recreation Complex Lighting and Rehabilitation of New Dundee Tennis Court; and

THAT \$66,666 and \$46,666 in grant funding be approved under this program for Improvement of Wilmot Recreation Complex and Rehabilitation of New Dundee Tennis Court respectively.

CARRIED.

The Director of Finance highlighted the report.

#### **9.3.4 REPORT NO. FIN 2017-14**

##### **2017 Municipal Budget**

#### **Resolution No. 2017-25**

**Moved by: M. Murray**

**Seconded by: B. Fisher**

THAT the 2017 Municipal Budget dated February 6, 2017, as recommended by the Ad Hoc Budget Advisory Committee, be approved; and

THAT the Director of Finance be authorized to prepare the necessary levying by-law to raise \$7,505,405 for Township purposes from general taxation.

CARRIED.

The Manager of Accounting highlighted the report.

Councillor P. Roe expressed his appreciation at staff's efforts at all levels to work together for the benefit of the public and in keeping the Township's levy increase among the lowest in the Region.

Councillor A. Junker also expressed his appreciation to staff for their efforts at keeping the levy increase modest while still having a robust capital program. He noted that he felt this was a good budget though he is disappointed that an additional speed monitoring sign could not have been incorporated. He mentioned the positive response he has received from the public with the implementation of this program.

Mayor L. Armstrong also thanked staff for their efforts at keeping the municipality debt free and at maintaining a targeted tax levy increase at no more than the Core Consumer Price Index.

**9.4 PUBLIC WORKS**

**9.4.1 REPORT NO. PW-2017-01**

**2016 Summary Water Distribution Report and  
Drinking Water Quality Management System**

**Resolution No. 2017-26**

**Moved by: M. Murray**

**Seconded by: J. Gerber**

That report PW-2017-01 be received for information purposes.

CARRIED.

The Director of Public Works highlighted the report.

**9.4.2 REPORT NO. PW-2017-02**

**Public Works Activity Report  
October - December 2016**

**Resolution No. 2017-27**

**Moved by: B. Fisher**

**Seconded by: A. Junker**

That the Public Works Department Activity Reports for the months of October, November and December 2016 be received for information.

CARRIED.

Councillor A. Junker thanked the Public Works department for their continued efforts at keeping Township roads safe by painting roads with cautionary pavement markings.

Mayor L. Armstrong noted that he has received several complimentary reports from residents about Township roads and their maintenance.

**9.5 DEVELOPMENT SERVICES****9.5.1 REPORT NO. DS 2017-02****Delegation of Planning Approvals****Resolution No. 2017-28****Moved by: M. Murray****Seconded by: J. Gerber**

THAT the Township of Wilmot formally requests delegation of the following Planning Act approvals from the Region of Waterloo for reasons as set out in Report DS 2017-02:

- i) Plans of subdivision
- ii) Plans of condominium
- iii) Part Lot Control exemptions

AND THAT the Region of Waterloo be requested to modify the criteria for delegated approval as set out in Report DS 2017-02;

AND THAT the Region of Waterloo address these requests and issue the requested delegated approval authority within its jurisdiction by May 1 2017;

AND THAT the Region of Waterloo work with the area municipalities and the Province of Ontario regarding delegation of local official plan amendments to seek full delegation of approval authority by the end of 2017.

**CARRIED.**

The Director of Development Services highlighted the report.

**9.6 FACILITIES AND RECREATION SERVICES****9.6.1 REPORT NO. PRD 2017-02****Facilities & Recreation Services Quarterly Activity Reports****Resolution No. 2017-29****Moved by: P. Roe****Seconded by: M. Murray**

THAT the Facilities & Recreation Services Activity Reports for the fourth quarter of 2016 be received for information.

CARRIED.

The Director of Facilities and Recreation Services clarified for Councillor B. Fisher that pool statistics do not track where non-resident users are from.

In response to Councillor B. Fisher, the Director of Facilities and Recreation Services advised that the subsidy for the school board is a reciprocal agreement and that school board facilities are then offered at a subsidized rate to the Township in return.

Councillor J. Gerber added that the school groups use the facilities during times of the day where the usage is generally lower.

**9.7 FIRE****9.7.1 REPORT NO. FD 2017-01****Fire Tanker Truck Replacement – Station 3****Resolution No. 2017-30****Moved by: M. Murray****Seconded by: A. Junker**

THAT ResQTech Systems Inc. be awarded the contract for supply and delivery of one (1) 2500 gallon, Conventional Cab Tanker Truck c/w Hose and Accessories for Station 3 (New Hamburg), as per their updated proposal, dated January 13, 2017, in the amount of \$404,616.08 (net of HST rebate).

CARRIED.

The Acting Fire Chief confirmed for Councillor P. Roe that the subject vehicle is a replacement for a vehicle currently in the fleet.

**9.7.2 REPORT NO. FD 2017-02**

**Quarterly Activity Report**

**Resolution No. 2017-31**

**Moved by: P. Roe**

**Seconded by: B. Fisher**

THAT the Fire Department Activity Report for the fourth quarter of 2016 be received for information purposes.

CARRIED.

**9.8 CASTLE KILBRIDE – no reports**

**10. CORRESPONDENCE**

**10.1 Castle Kilbride Advisory Committee – Meeting Minutes November 17, 2016**

**10.2 Heritage Wilmot Advisory Committee – Meeting Minutes November 2 and December 7, 2016 and January 11, 2017**

**Resolution No. 2017-32**

**Moved by: P. Roe**

**Seconded by: B. Fisher**

THAT Correspondence Items 10.1 to 10.2 be received for information.

CARRIED.

Councillor A. Junker noted that the Heritage Wilmot Minutes from January 11, 2017 should refer to Jean Haalboom as a former Regional Councillor as she is now retired from that position.

**10.3 Township of McKellar – Resolution Concerning Designation of  
Municipal Fire Services as Critical Infrastructure**

**Resolution No. 2017-33**

**Moved by: B. Fisher**

**Seconded by: P. Roe**

WHEREAS the Fire Protection and Prevention Act, 1997, legislates that fire prevention, public education and fire protection services are a mandatory municipal responsibility;

AND WHEREAS there are a total of 449 Fire Departments operating in the province comprised of 32 Full-Time Departments, 191 Composite Departments and 226 Volunteer Departments with 11,376 Full-Time Firefighters, 19,347 Volunteer Firefighters and 343 Part-Time Firefighters staffing these departments;

AND WHEREAS the fire service represents a significant percentage of small, rural and northern municipalities' managed capital assets;

AND WHEREAS the Municipal Fire Department and associated assets represent critical municipal infrastructure;

AND WHEREAS there are currently no funding opportunities available from the Provincial or the Federal Government for the equipment, training, maintenance, operating or capital requirements of local fire departments;

NOW THEREFORE BE IT RESOLVED that the Council of the Township of Wilmot hereby petition the Provincial Government to recognize the municipal fire service as critical infrastructure by including funding for Fire Department infrastructure as part of the Provincial Governments Infrastructure Strategy to Move Ontario Forward;

AND FURTHER that a copy of this resolution be sent to the Premier of Ontario, the Minister of Economic Development, Employment and Infrastructure, Michael Harris, MPP for Kitchener-Conestoga, the Association of Municipalities of Ontario (AMO) and the Rural Ontario Municipal Association (ROMA).

CARRIED.

**11. BY-LAWS**

**11.1 By-law No. 2017-04 – Water and Sanitary Fees By-law**

**11.2 By-law No. 2017-05 – Lichti Municipal Drain Actual Cost By-law**

**11.3 By-law No. 2017-06 – By-law to Authorize the Execution of the Agreement Regarding Garbage Bag Tags with the Regional Municipality of Waterloo**

**11.5 By-law No. 2017-08 – Zone Change Application 01/17, Alessandra Perolli, Part of Lot 6, Concession North of Erb's Road, 1694 Erb's Road, St. Agatha**

**Resolution No. 2017-34**

**Moved by: B. Fisher**

**Seconded by: A. Junker**

THAT By-law Nos. 2017-04, 2017-05, 2017-06 and 2017-08 be read a first, second and third time and finally passed in Open Council.

CARRIED, AS AMENDED.

**11.4 By-law No, 2017-07 – Provisional By-law for the Weiss Municipal Drain 2017**

**Resolution No. 2017-35**

**Moved by: A. Junker**

**Seconded by: M. Murray**

THAT By-law No. 2017-07 be read a first and second time in Open Council.

CARRIED.

**12. NOTICE OF MOTIONS****13. QUESTIONS/NEW BUSINESS/ANNOUNCEMENTS**

**13.1** Councillor A. Junker reminded Council that Heritage Day is scheduled for Saturday, February 25, 2017 at the New Hamburg Community Centre. He encouraged everyone to let their friends and family members know about the event which will highlight the New Hamburg Heritage District.

Councillor P. Roe added that the awards ceremony for Heritage Day will take place at 2:00 pm. He expressed his appreciation for what he thought would be a very interesting event.

- 13.2 Councillor A. Junker advised Council that he had received a recommendation from a professional truck driver suggesting that safety would be enhanced at the traffic lights at the Snyder's Road and Nafziger Road intersection if the speed limit was lowered as drivers approach along Nafziger Road.

Mayor L. Armstrong confirmed that he will discuss this matter with the Region of Waterloo.

- 13.3 Councillor P. Roe noted that on February 6, 1952, there was a proclamation at Rideau Hall of Queen Elizabeth II accession as the Monarch of Canada. He requested that a letter of congratulations be forwarded to Her Majesty on behalf of the Township to commemorate her Sapphire Jubilee.

**14. BUSINESS ARISING FROM CLOSED SESSION**

**15. CONFIRMATORY BY-LAW**

**15.1 By-law No. 2017-09**

**Resolution No. 2017-36**

**Moved by: M. Murray**

**Seconded by: P. Roe**

THAT By-law No. 2017-09 to Confirm the Proceedings of Council at its Meeting held on February 13, 2017 be introduced, read a first, second, and third time and finally passed in Open Council.

CARRIED.

**16. ADJOURNMENT (7:58 P.M.)**

**Resolution No. 2017-37**

**Moved by: J. Gerber**

**Seconded by: M. Murray**

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.** DS 2017-04

**TO:** Council

**PREPARED BY:** Andrew Martin, Planner/EDO

**DATE:** March 6, 2017

**SUBJECT:** Zone Change Application 02/17  
Nietsch Holdings Inc. / Kay Law  
Part of Lot 13, Concession North of Snyder's Road  
Parts 1 and 2, Plan 58R-2581  
430 Snyder's Road East, Baden

### **Recommendation:**

That Council approve Zone Change Application 02/17 made by Nietsch Holdings Inc. / Kay Law, affecting Part of Lot 13, Concession North of Snyder's Road, being Parts 1 and 2, Plan 58R-2581, to add "Assembly of Wood Products" as an additional permitted use on the property, defined as follows:

*"a use that excludes wood restoration or finishing (including activities such as wood stripping or cleaning, painting, staining, lacquering or varnishing) and the laminating or application of wood veneer (the use of large amounts of glue and the solvents to clean them)".*

### **Background:**

Notice of the Public Meeting was given to property owners within 120 metres of the subject lands on February 7, 2017. The following is a summary of comments received prior to the Public Meeting.

Public: none at time of writing report

Agencies: Region: no objections, but requesting a restricted definition of assembly of wood products and requesting consideration of a reduced number of permitted uses on the property

### **Discussion:**

The subject lands are designated Urban Residential in the Township Official Plan, and are zoned Zone 8 (Commercial) within the Township Zoning By-law.

The subject lands are developed with buildings presently and/or previously used for a range of commercial uses including office, storage, and automobile sales, service and repair. This application proposes to modify the existing zoning to allow for the assembly of wood products as an additional permitted use on the property. More specifically, this would involve cabinet assembly, but not include the actual manufacturing of the materials used to assemble the cabinets. It would also exclude painting, staining, stripping of wood products and laminating of wood veneer.

The Region has indicated that the property is within Wellhead Protection Sensitivity Area 7 (WPSA-7) which restricts uses of the property, not already permitted by the zoning, given the property's proximity to the municipal well at the corner of Sandhills Road and Gingerich Road. The Region was supportive of the proposed zoning amendment only if the zoning restricts those uses that would conflict with the source water protection policies related to WPSA-7.

Additionally the Region has requested that the Township consider removing several existing permitted uses that are considered to be land uses that may pose a risk to the quantity and/or quality of municipal drinking water including motor vehicle and farm equipment service and repair, the sale of motor vehicle fuel, and a building supplies dealer.

In considering this request, staff would highlight that the municipal well in question is not in use and it is staff's understanding that it is not anticipated to be used for municipal drinking water in the future. With that in mind, staff would suggest that removing existing permitted uses (and uses that have historically occurred on the property) would be in appropriate given the nature of the zone change application filed. The application is not significantly changing the use of the property, and in fact is simply adding a use that has otherwise been accepted as light assembly within other commercial zones in the Township's zoning by-law. In this regard staff would recommend making the minor addition to the existing permitted uses of the property, and not introduce further restrictions.

**Strategic Plan Conformity:**

Holding public meetings to gain input on planning matters promotes an engaged community.

**Financial Considerations:**

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

**Conclusion:**

The application proposes to simply add a use that has otherwise been accepted as light assembly within other commercial zones in the Township's zoning by-law. No objections or concerns were raised from neighbouring property owners. Staff support approval of the application.

Andrew Martin, MCIP RPP  
Planner/EDO

Grant Whittington  
Reviewed by CAO

ZCA-02/17  
430 Snyder's Road East, Baden



CN railway

Sandhills Rd

430 Snyder's Road East

Snyder's Rd E

Schneller Dr

Stiefelmeyer Cres

Elizabeth St

# A Women's Day

SATURDAY April 8, 2017 9:30 a.m. – 3:30 p.m.

**(for women of all ages)**

## TOPICS

Diabetes Type 1 and Type 2  
*presented by The Community Diabetes Program  
Waterloo Region*

Celebrating Canada 150  
Notable and Fascinating  
Canadian Women  
Musical Entertainment

COME WEARING RED & WHITE



**Presented by Waterloo District Women's Institute  
at  
Bethel Evangelical Church  
1531 Bridge Street, New Dundee**

**Cost \$35.00 up to March 17<sup>th</sup>, after March 17<sup>th</sup> \$40.00  
Call 519-578-9876**

Some of the proceeds will go to The Community Diabetes Education Program  
Waterloo Region

## FEDERATED WOMEN'S INSTITUTES OF ONTARIO

### WHO ARE WE?

*We are part of the world's largest organization for women who work for the good of all, regardless of race, creed or political beliefs. We are: women interested, women informed and women involved.*

### OUR OBJECTIVES

To assist, encourage and help women to become more knowledgeable and more responsible citizens.

*\*To promote and develop good family life skills*

*\*To help identify and resolve the needs in our own communities, at home and abroad*

*\*To promote and have safe and healthy communities*

*\*To offer fellowship and education on current issues, for health, safety in our home, in communities here and around the world*

*\*To discover, stimulate and develop leadership*



Federated Women's Institutes of  
Ontario  
552 Ridge Road  
Stoney Creek, ON N8J 2Y6  
Phone: 905-662-2691  
Web Site: [www.fwio.ca](http://www.fwio.ca)

For more information about this  
seminar, contact Ruth Jones  
519-578-9876

#### *Committee Members:*

Pauline Weiland	519-954-3013
(President-Waterloo District)	
Ruth Jones,	519-578-9876
Chairperson	
Sharon Agla	519-880-8364
Eleanor Berry	519-893-8775
Bev Biggar	519-391-0090
Jean Rickert	519-632-9225
Linda Stoltz	519-696-8956
Sylvia Westbrook	519-651-1374

# A Women's Day

*(for women of all ages)*

**SATURDAY April 8, 2017**

## TOPICS

**Diabetes Type 1 and 2**

*presented by  
The Community Diabetes  
Program  
Waterloo Region*

**Celebrating Canada 150**

**Notable and Fascinating  
Canadian Women**

**Musical Entertainment**

**COME WEARING RED & WHITE**

**Bethel Evangelical  
Missionary Church  
1531 Bridge Street W .  
New Dundee, ON**

9:30 Greeting from FWIO

**Nancy J Easton, Registered Nurse  
CDE CPT, Diabetes Educator  
Cambridge Memorial Hospital**

9:35 Type 1 Diabetes

- Type 1 and Type 2 diabetes - what is the difference
- Risk factors – Autoimmunity/genetics
- Signs and symptoms
- Treatment – why we need insulin
- New Research
- 

10:45 Break

**Sonia Khurmi, Registered Dietitian  
CDE, Diabetes Educator  
Community Diabetes Program,  
Waterloo Region (Langs)**

11:00 Type 2 Diabetes

- The epidemic
- What are the main risk factors of Type 2 Diabetes?
- Can you prevent diabetes?
- Self-management – steps to improve your health

11:30-12:00 Question and Answer

12:00 Lunch – Village Caterer

1:00 Canada 150 Celebration

- **Harold Albrecht, MP  
Kitchener-Conestogo**

**Gail Cuthbert Brandt, Professor  
Emerita of History,  
University of Waterloo**

**1:45 Achievers and Deceivers: Some  
Notable and Fascinating Canadian  
Women**

Through their individual stories, learn about a number of women from various time periods and the mark they made on their local communities, Canada, and, in some cases, the world. If you think Canadian history is boring, the “herstory” of these nice and not-so-nice women will hopefully change your mind.

2:30 Draws

**2:45 Joyful Sounds, Chorus  
from St Andrew’s Hespeler  
Presbyterian Church**  
Musical entertainment to celebrate Canada 150.



**CANADA 150**

Invite a friend to join you on this special day! This is a day for women of all ages.

**\*\*please note that some of the  
proceeds from today’s event will be  
donated to The Community Diabetes  
Education Program, Waterloo  
Region**

Registration

Cost: **\$35.00** per person  
(includes lunch)

**\$40.00 after March 7, 2017**

***Registration is transferable but not  
refundable. Deadline for registration is  
March 31, 2017. For further  
information, please contact Ruth Jones  
519-578-9876 by phone/fax.***

***Please make cheque payable to  
Waterloo District Women’s Institute***

Send registration form to  
Eleanor Berry  
250 Country Hills Dr., Apt. 806  
Kitchener, ON N2E 3L9  
519-893-8775

**PLEASE REGISTER EARLY TO  
AVOID DISAPPOINTMENT!**

**Registration Form**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Branch: \_\_\_\_\_



WILMOT  
HEALTHY  
COMMUNITIES  
COALITION

8.3

PRESENTS

THE 10<sup>TH</sup> ANNUAL

# LIVING WELL



FESTIVAL 2017

WATER DOES WONDERS

Celebrate health and wellness with your family, community,  
local businesses and associations.

FREE fun and activities for the whole family  
at the Wilmot Recreation Complex.

**Friday, April 28 & Saturday, April 29**

Visit [www.HealthyWilmot.ca](http://www.HealthyWilmot.ca) for the latest festival news and schedule.

SUPPORTED BY



TOWNSHIP  
OF WILMOT



A CARING COMMUNITY WORKING TOGETHER TO PRESENT

INTERFAITH COUNSELLING 30TH ANNUAL

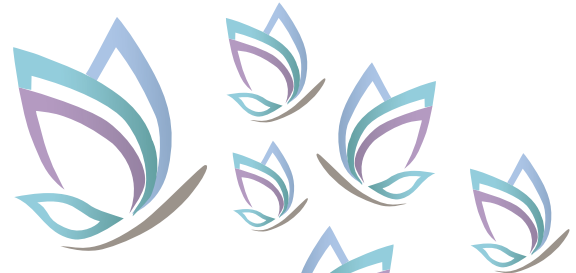
# SILENT AUCTION FUNDRAISER

**SATURDAY APRIL 29TH, 2017 9AM-2PM**

Wilmot Rec Center at 1291 Nafziger Rd. Baden N3A 0C4

Strengthening  
Our  
Community  
Together

# ICC



Interfaith Counselling Centre

**AUCTION  
OPENS AT 9AM  
FINAL BIDS 2PM**



## Presenting:

### LIVE ENTERTAINMENT

- Salsa Babies & Tots Demo 9:15-10AM
- Eric Traplin 10:45-11:15AM
- NH Concert Band 11:45-12:30PM
- W-O Music 1:00-1:45PM
- Breakfast Served 9AM-11AM
- Lioness Bake Sale
- Nith Valley Ecoboosters Exhibit
- Used Book and Video Game Sale
- Kid's Corner
- Ford Test Drive - Ford Donates \$20 for Every Test Drive

With Generous  
Support from  
**NEW HAMBURG**  
LIONS & LIONESS CLUBS



**United Way**  
Kitchener Waterloo & Area

**PLEASE CALL TODAY TO  
DONATE AUCTION ITEMS,  
VOLUNTEER TIME OR TO  
LEND A HAND 519-662-3092**



## Highway 7&8 Transportation Corridor Planning and Class EA Study

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### **Township of Wilmot Council Presentation**

March 6, 2017



## Today's Presentation

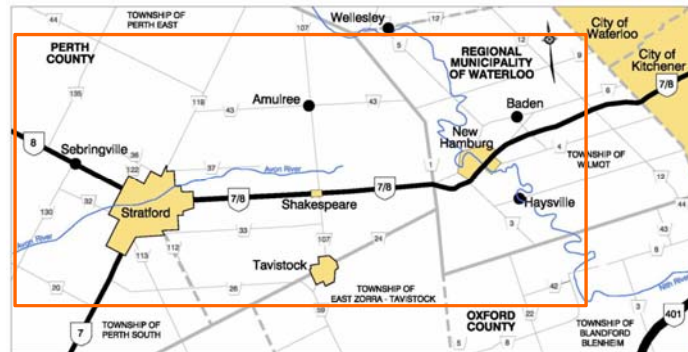
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- Provide brief overview of:
  - Study Purpose / Process
  - Recommended Plan
  - Transportation Environmental Study Report
  - Next Steps



## Study Purpose

- To develop plan to address long-term (2031) transportation needs for Highway 7&8 corridor and prepare preliminary design for recommended plan



3



## Transportation Problems

- Current Highway 7&8 between Stratford and New Hamburg not able to meet future transportation needs of area
  - 1 lane deficiency in each direction
  - Capacity constraints at intersections in urban centres
- Capacity constraints result in trip diversion to parallel rural roadways
- Limited inter-city transit service so majority of trips are auto-based
- Trucks have limited route choice; subject to congestion in Stratford and New Hamburg

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## Study Process

- Group “A” project
- Study process consisted of six main phases
  - Study Plan
  - Area Transportation System Planning
  - Preliminary Planning
  - Detailed Planning
  - Preliminary Design
  - Transportation Environmental Study Report (TESR)
- Project planning and decision-making process was dynamic
- Extensive consultation program, structured around key points of decision-making

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## Recommended Plan

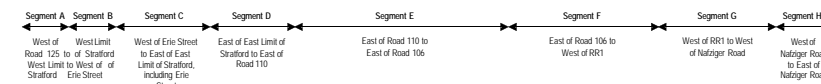
- Presented at final round of PICs held in summer of 2013
  - Some refinements made in response to feedback received and based on Preliminary Design
  - No significant refinements made through New Hamburg area
- Addresses future transportation needs
- Makes use of existing roadway corridors over 70% of length
- Avoids or mitigates majority of issues / concerns brought forward
  - Maintains direct access to New Hamburg
  - Minimizes impacts to agricultural community
  - Minimizes impacts to Shakespeare

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## Recommended Plan

- Southerly bypass of Shakespeare adjacent to GEXR railway corridor
- 2-lane cross-section for Segments A and B, with 5 m two-way centre left turn lane along Line 32 / Lorne Ave
- 4-lane cross-section for Segments C to H, with:
  - 5 m two-way centre left turn lane for Segments C, D and F
  - 7 m median for Segments E, G and H
  - 6-lane cross-section for portion of Segment G from west of Peel St. to east of Hamilton Rd.



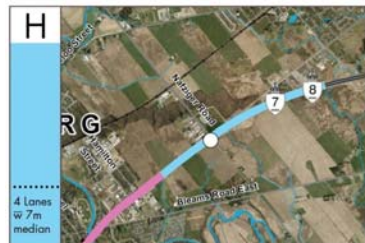
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## Recommended Plan: RR1 to Nafziger Road



- Signalized intersections at RR1, Peel Street and Hamilton Road
- Stop sign control at Walker Road
- Cul-de-sac at Victoria Street
- Interchange at Nafziger Road



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## Implementation of Recommended Plan

- At present time, there is no timeline or funding for implementation of project
- When environmental clearance is obtained, MTO will commence with designation of highway corridor
- Actual construction timing will be subject to availability of funding as forecasted needs become realized
- Recommended Plan could be implemented in stages
- Considerations for implementation of highway improvements could be driven by:
  - Capacity
  - Safety
  - Municipal Development / Municipal partnerships

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## Transportation Environmental Study Report

- Documents:
  - Study objectives and process
  - Earlier and related work
  - Alternatives considered
  - External consultation and changes made as a result of external consultation
  - Recommended Plan, including environmental protection measures
  - Commitments to future action
- Incorporates content of Reports A through J released for public review during course of study
- Will be available for 60-day review period

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## Overview of TESR Content

- Executive Summary
- Chapter 1: Study Introduction and Background
- Chapter 2: Overview of the Environmental Assessment Process and Study Organization
- Chapter 3: Existing Environmental Conditions
- Chapter 4: Transportation Needs Assessment
- Chapter 5: Transportation System Alternatives
- Chapter 6: Preliminary Planning (Corridor) Alternatives
- Chapter 7: Detailed Planning (Route) Alternatives for Provincial Roadways
- Chapter 8: Preliminary Design Alternatives
- Chapter 9: Detailed Description of Recommended Plan
- Chapter 10: Consultation

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## Next Steps

- Council Presentations in March 2017
- File TESR for 60-day review period in Spring 2017
  - Notices will be mailed to contacts on Study mailing list and published in local newspapers to identify review locations and explain review process
- Review locations
  - Municipal offices and local libraries
  - MTO Office
  - Study website

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

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<b>REPORT NO.</b>	<b>CAO 2017-01</b>
<b>TO:</b>	<b>Council</b>
<b>PREPARED BY:</b>	<b>G. Whittington Chief Administrative Officer</b>
<b>DATE:</b>	<b>March 6, 2017</b>
<b>SUBJECT:</b>	<b>2017 Municipal Work Program</b>

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### **Recommendation:**

**That the 2017 Municipal Work Program, as per the report dated March 6, 2017, prepared by the Chief Administrative Officer, be endorsed.**

### **Background:**

On March 7, 2016, Council approved the overall 2016 Municipal Work Program, which included each of the department's 2016 work programs. On September 12, 2016, Council approved the review and the updates to the 2016 Municipal Work Program.

### **Discussion:**

To follow up on the approval and implementation of the 2016 Municipal Work Program, the following information is provided:

Accomplishments of Year 2016:

The status of the individual departmental work programs has been reviewed and attached to this report. Additional tasks requiring immediate attention were initiated during this time period and are acknowledged accordingly.

A majority of the wide range of tasks of year 2016 have been completed. This achievement is worth acknowledgement as again the year 2016 was another year of strong business activity and capital project construction.

The working relationship with Council and municipal staff has been very productive and continues to show leadership and positive support towards completing the tasks that are necessary to improve customer service, respond to provincial initiatives and maintain a strong and vibrant local community. This reflects well on the Township's Vision "Wilmot is a cohesive,

vibrant and welcoming countryside community” and our Township’s Mission “To evolve and grow as a community of caring people working together to build upon a sure foundation”.

#### 2017 Municipal Work Program:

The 2017 Municipal Work Program has been prepared outlining the projects to be undertaken by each department for the full year. The work program indicates projects or major tasks and does not list the day to day activities of each of the departments.

The year 2017 represents again a very active year involving a number of major studies such as the Township’s Official Plan Review, Library Services Facility Study, Arts & Culture Master Plan, New Hamburg Arena Building Analysis Study, the Holland Mills Bridge EA., the implementation of the recently approved Parks, Facilities & Recreation Master Plan and the New Hamburg Downtown Parking Study. The work program involves municipal facilities, such as the LED Streetlight and WRC Facility replacement program, backup power supply of the New Dundee and St Agatha’s community centres, the New Hamburg Grandstand mural project and a very wide range of equipment, roads, utilities and building infrastructure improvements and programs.

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

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

The updated list of actions provides a continued focus towards improvements of the municipal organization and services. The Management Team will monitor the work program and issues raised will be acted upon at the weekly meetings.

Upon the approval of the 2017 Municipal Work Program, the CAO will provide an updated report to Council after 6 months, to confirm the status of the listed tasks and accomplishments. At the same time, the ability to review and initiate further tasks within the Strategic Plan and new priorities of Council and municipal staff will be provided.

#### **Strategic Plan Conformity:**

This report is aligned with the Strategic Plan goals of being an engaged community through communication of municipal matters and most importantly, incorporating the Strategic Plan actions into the annual municipal work programs.

**Financial Considerations:**

The Municipal Work Program identifies the capital projects that are within the approved 2017 Budget.

**Conclusion:**

The approval of the 2017 Municipal Work Program is a continued important step in the implementation of the approved Township Strategic Plan, 2017 Budget, 10 year capital plan and Council approved Master plans, (such as Trails, Fire and Parks, Facilities & Recreation).

Grant Whittington  
Chief Administrative Officer

TOWNSHIP OF WILMOT WORK PROGRAM - (YEAR END REVIEW - 2016)										
DEPARTMENT: CAO			DATE: December 31, 2016							
	Project	Person Responsible	J	A	S	O	N	D		
	<b>STRATEGIC PLAN</b>									
1	CTT/Regional Economic Development Corporation Implementation	Grant, Municipal CAOs	X	X	X	X	X	X	REDC established and operational.	
2	Joint initiative, Boards of Trade, Chamber of Commerce	Grant, Harold, Rosita, Barb							Ongoing.	
3	Waterloo Region Tourism Marketing Corporation	Grant	X	X	X	X	X	X	2017 program approved	
4	Monitor/persue senior government opportunities	Grant, Management Team	X	X	X	X	X	X	Ongoing - Canada 150 applications approved.	
5	Parks Facilities & Recreation Services Master Plan	Grant, Scott, Steering Committee	X	X	X	X	X	X	Council approved January, 2017.	
6	Wilmot Branding/Promotional Videos	Management Team	X	X	X	X	X	X	Ongoing.	
7	Review delegation of Planning Approvals	Grant, Harold	X	X	X	X	X	X	Pending staff report.	
	<b>CAPITAL PROGRAM</b>									
8	Updated 10 Year Capital Forecast 2016	Grant, Management Team							Completed.	
	<b>GENERAL</b>									
9	Budget 2016	Grant, Management Team							Completed.	
10	Budget 2017	Grant, Management Team			X	X	X	X	Council approved February, 2017.	
11	2016 Work Programs and review	Grant, Management Team		X	X				March, 2017 report.	
12	Employee performance reviews	Grant, Management Team				X	X	X	Ongoing.	
13	Kitchener Waterloo Community Foundation - Vital Grants	Grant, Finance/Rec Depts			X	X	X		Completed.	
14	Establish annual summer staff bar-be-que	Grant, Lorena							Completed.	
	<b>NEW INITIATIVES</b>									
15	Prime Minister Statues Project	Barb, Grant							Steering Committee established.	
16	Prime Minister Statues Committee	Barb, Tracy, Grant, Cmtte	X	X	X	X	X	X	Ongoing.	

# TOWNSHIP OF WILMOT WORK PROGRAM - (YEAR END REVIEW - 2016)

DEPARTMENT: CLERK'S SERVICES

DATE: December 31, 2016

	Project	Person Responsible							
			J	A	S	O	N	D	
	<b>STRATEGIC PLAN</b>								
1	Undertake Wilmot Branding Process	Management Team	X	X	X	X	X	X	Continued awareness of Wilmot
	<b>CAPITAL PROGRAM</b>								
2	St. Agatha Municipal/Community Events Grd Sign	Barb/Scott							Completed
	<b>GENERAL</b>								
3	Amend Dog Keeping Bylaw re Dangerous Dogs	Barb/Dawn/Derek/Kevin				X	X	X	Deferred to March 2017
4	Bill 181 - Municipal Elections Modernization Act	Barb/Dawn				X	X	X	Initial Update of Bill Completed
5	2015 Work Program Year End Review	Barb/Dawn/Derk/Kevin							Completed
6	2016 Work Program	Barb/Dawn/Derek/Kevin							Completed
7	2016 Work Program Mid Year Review	Barb/Dawn/Derk/Kevin		X					Completed
8	Community Newsletter (with interim tax bills)	Dawn							Completed
9	Community Newsletter (withfinal tax bills)	Dawn							Completed
10	Budget 2016	Barb/Management Team							Budget approved in February 2016
11	Budget 2017	Barb/Management Team				X	X	X	Budget approval February 2017
12	Hire By-law Summer Student	Barb/Derek/Lorena							Completed
13	Update Township Property Inventory		X	X	X	X	X	X	Ongoing
14	Employee Performance Reviews	Barb						X	Completed
15	Re-registration of 40 Year Old Easements	Dawn							Completed
16	Wag Pet Resort (Tara Ridge Kennel) Expansion	Barb/Dawn/Kevin/Derek							Completed
17	FIT Program Solar Rooftop Projects Reports	Dawn							Ongoing Support
18	Stephen Lichti Municipal Drain	Barb/Dawn/B. Dietrich	X	X	X	X	X	X	Completed
19	Gingerich Road Drain	Barb/Dawn/J. Kuntze	X	X	X	X	X	X	Construction complete. Actual
20	St. Agatha Drain 2015	Barb/Dawn/J. Kuntze	X	X	X	X	X	X	Construction 90% complete.
21	Don Myers Drain	Barb/Dawn/J. Kuntze	X	X	X	X	X	X	Pending Filing of Report
22	Phillips-Doehn Drain	Barb/Dawn/B. Dietrich							Completed
23	Don Zehr Drain Petition	Barb/Dawn/B. Dietrich	X	X					Completed
24	Activa-Region-Trussler Road Municipal Drain	Barb/Dawn/B. Dietrich							Completed
25	Wiebe Nauta Municipal Drain	Barb/Dawn/B. Dietrich	X	X	X	X	X	X	Drainage Works Abandoned
26	Drain Maintenance - Various Drains	J. Kuntze	X	X	X	X	X	X	Tile and Catchbasin Repair,
27	Nachurs-Alpine Municipal Drain	Barb/Dawn/P. Burnside	X	X	X	X	X	X	Survey complete, preliminary
28	Hartmut Weiss Drain	Barb/Dawn/Burnside						X	Additional Petitions Received
29	Lyle Cressman Municipal Drain	Barb/B. Dietrich					X	X	Drain Report in 2017

## TOWNSHIP OF WILMOT WORK PROGRAM - (YEAR END REVIEW - 2016)

DEPARTMENT: CLERK'S SERVICES

DATE: December 31. 2016

	Project	Person Responsible							
			J	A	S	O	N	D	
30	Update Traffic and Parking By-law	Barb/Dawn/Derek/Kevin	X	X	X	X	X	X	Set Fine Schedules Pending
31	Staff Liaison - GRAAC Meetings	Dawn	X	X	X	X	X	X	Ongoing
32	Bitte Schon Brauhas Micro Brewery Licence - Support Resolution	Barb							Completed
33	Exemption to Noise By-law - Hasenpflug	Dawn							Completed
34	Encroachment Agreement - Webster Street	Barb	X						Completed
35	Lottery Licensing Quarterly Reports to Ministry	Dawn	X			X			Ongoing
36	Victoria Day Event Follow Up With Committee, Region, WRPS	Barb/Derek/Kevin/Dawn							Action Items Identified and Distributed
<b>NEW INITIATIVES</b>									
37	Joint Ombudsman Agreement and Initial Set-up of Service	Barb/Dawn/Area Clerks	X	X	X	X	X	X	Completed
38	Bill 68 Review - Impact on Municipal / Mun Conflict of Interest Acts	Barb	X	X	X	X	X	X	Progress of Bill Under Review
39	Prime Ministers Statue /Educational Resource Project-Staff Liaison	Barb/Tracy/Committee	X	X	X	X	X	X	Ongoing Monthly Meetings
40	Ramseyer Petition	Dawn						X	Engineer Appointed - Janury 2017
41	Municipal Elections Act Training Re Bill 181 Impact	Barb/Dawn							Completed

## TOWNSHIP OF WILMOT WORK PROGRAM - (YEAR END REVIEW - 2016)

DEPARTMENT: FINANCE

DATE: December 31, 2016

	Project	Person Responsible	J	A	S	O	N	D	
	STRATEGIC PLAN								
1	Monitor/Pursue Senior Government Funding Opportunities	Rosita, Patrick, Management Team	x	x	x	x	x	x	Project on-going, applications in progress (see new initiatives)
2	Implementation of Online Bidding Environment	Marzena, Patrick, Purchasing Agents							Project completed.
3	Asset Management Plan Update	Patrick, Ashton, Rosita, Management Team	x	x	x	x	x	x	Financial and conditional analysis on-going. Final report to be
4	Asset Management Software Migration and Upgrade	Patrick, Ashton, Rosita							Project completed.
5	Implementation of eCommerce Online Payment Solution	Ashton, Patrick, Karl	x	x	x	x	x	x	Project completed.
6	Parks, Facilities and Recreation Services Master Plan	Grant, Scott, Vicky, Geoff, Angela, Patrick	x	x	x	x	x		Project completed.
7	Sustainability Committee Meetings	Patrick, Ashton, Scott, Bruce			x			x	Project completed.
	CAPITAL PROGRAM								
8	Implementation of Water Meter Radio Read Program	Ashton, Sue, Utilities	x	x	x	x	x	x	Project on-going. Implementation
9	Upgrade Desktops and Notebooks	Karl							Project completed.
10	Network Infrastructure Replacements (Back-up Server)	Karl							Project completed.
11	Recreation and Facilities Booking Software Upgrade	Karl, Ashton, Vicky							Municipal agreement with
	GENERAL								
	FINANCIAL SERVICES								
12	Budget 2016	Rosita, Patrick, Ashton, Marzena, Management Team							Project completed.
13	2016 Work Program	Rosita, Patrick, Ashton, Marzena, Lorena, Karl							Project completed.
14	Update Bidding Document Templates for Online Environment	Marzena, Patrick, Purchasing Agents							Project completed.
15	Update Tangible Capital Asset Inventory Valuations	Patrick, Ashton, Rosita							Project completed.
16	Digitize Property Roll and Pre-Authorized Payment Plan Files	Ashton, Barb, Sue	x	x	x	x	x	x	Procedure established, project on-going.
17	Year End Financial Statements, FIR and Audit	Rosita, Patrick, Ashton							Project completed.
18	Update Tangible Capital Assets Policy	Rosita, Patrick	x	x	x	x	x		Policy to be updated in conjunction
19	Update/Consolidate Reserve Fund By-Law	Rosita, Patrick	x	x	x				Update to be completed following
20	Update/Consolidate Trust Fund By-Law	Rosita, Patrick	x	x	x				Project completed.
21	Update Procurement By-Law to include Online Bidding	Patrick, Marzena	x						Project completed.

## TOWNSHIP OF WILMOT WORK PROGRAM - (YEAR END REVIEW - 2016)

DEPARTMENT: FINANCE

DATE: December 31, 2016

	Project	Person Responsible							
			J	A	S	O	N	D	
22	Implement Online Financial Assistance Application Process	Patrick, Ashton							Project completed.
23	Implement Online Water Account Set-Up and Cancellation	Ashton, Sue							Project completed.
24	Update Wilmot Water Financial Plan	Ashton, Utilities			x	x			Project completed.
25	Review Water Collection Procedures	Ashton, Sue, Utilities			x	x	x	x	Procedures are currently under
26	Review WSIB Clearance Certificate Process/Compliance	Rosita, Patrick, Marzena				x	x	x	On-going
27	Investigate Development Services POS Terminal	Harold, Rosita, Ashton				x	x	x	Development Services terminal will
28	RFP - External Auditors	Rosita, Patrick							Project completed. Graham
29	2016 Work Program Review	Rosita, Patrick, Ashton, Marzena, Lorena, Karl	x	x					Project completed.
30	Develop and Implement New Online Application for Municipal Grants	Patrick		x	x	x			Project completed.
31	2017 Municipal Grants Program	Rosita, Patrick, Management Team			x	x	x	x	Project completed.
32	Discover Your Wilmot Program - 2017 Intake	Patrick, Rosita, Grant, Vicky			x	x	x		Project completed.
33	Budget 2017	Rosita, Patrick, Ashton, Marzena, Management Team				x	x	x	Project completed.
	IT SERVICES								
34	Mobile Device Upgrades	Karl, Marzena							Project completed.
35	Upgrade infoHR Software and Migrate to Virtual Environment	Karl, Lorena							Project completed.
36	Installation/Configuration of Stone Orchard Cemetery Software	Karl, Ashton, Crystal							Project completed.
37	Upgrade Fire Pro 2 with Additional Modules	Karl, Michael, Gary M							Project completed.
38	Review Implementation of IT Usage Policy	Karl, Lorena, Patrick, Management Team			x	x	x		Project completed.
39	Wireless Access Point Enhancements	Karl							Project completed.
40	Implementation of CityWide Asset Management Works Module	Karl, Patrick, Ashton, Dave, Sean, Alastair			x	x	x	x	Design of Work Order system postponed pending release of new
41	Review IT Disaster Recovery, Documentation, Administrative Rights, Cloud Based Software	Karl, Patrick, Rosita, Ashton, Management Team				x	x	x	On-going.

## TOWNSHIP OF WILMOT WORK PROGRAM - (YEAR END REVIEW - 2016)

DEPARTMENT: FINANCE

DATE: December 31, 2016

	Project	Person Responsible	J A S O N D						
			J	A	S	O	N	D	
	<b>HUMAN RESOURCES</b>								
42	Implement Employee Self-Serve and Timesheet Module Software	Lorena, Karl			x	x	x		Employee Self Serve Module deployed, Configuration on-going
43	Develop Formal Leave Procedure for VFF	Lorena, Michael					x	x	Project on-going into 2017
44	Implement Accommodation and Return to Work Policy	Lorena, Management Team					x		Project on-going into 2017
45	Update All Staff on WHMIS 2015 Standard	Lorena					x	x	Project on-going into 2017
46	Develop Formal Recognition Program for VFF	Lorena, Michael							Project Completed
47	Implement Online Training Environment	Lorena, Ashton							Project Completed
	<b>NEW INITIATIVES</b>								
48	Canada and Ontario 150 Grant Applications	Patrick, Rosita, Ashton, Scott		x	x	x			Project completed. Canada 150 funding approved, Ontario 150
49	Community Foundations of Canada 150 Fund - Expansion of Discover Your Wilmot Program	Patrick							Project completed. Funding approved.
50	Ontario Community Infrastructure Fund (Top-Up) Application	Rosita, Gary		x	x	x			Project completed. Funding approved.
51	Cross-departmental Inventory Program	Rosita, Ashton, Patrick	x	x	x	x	x	x	Program on-going with Fire
52	Implement EFT Payment Option for Vendors	Marzena	x	x					Project completed.
53	Video / Storytelling Workshop with KWCF	Patrick, Ashton	x	x	x				Project completed.
54	Implement eContracts Database	Patrick, Marzena		x	x	x	x		Project on-going into 2017
55	Installation/Configuration of P.O.S. System @ WRC Concession	Ashton, Rosita, Vicky			x	x			Project on-going into 2017
56	Enhance Backup Power Supply and Redundancy for IT Infrastructure	Karl							Project completed.
57	Update Windows Server and Remote Desktop Licensing	Karl							Project completed.
58	Explore third party agreement for Collection of Fire Services Fees and Charges	Rosita, Ashton, Chief			x	x	x	x	Project completed.
59	Internet Service Upgrades at Various Locations	Karl							Project completed.
60	Green Bin Pilot Program	Sustainability Committee	x	x	x	x	x	x	Program on-going with waste diversion at the Administration
61	DWQMS Internal Audit	Ashton, Sue, Utilities		x	x				Project completed.
62	Hearing Protection Program	Lorena, Public Works, Recreation and Fire Dept			x	x	x	x	Project completed.

## TOWNSHIP OF WILMOT WORK PROGRAM - (YEAR END REVIEW - 2016)

DEPARTMENT: FACILITIES & RECREATION SERVICES

DATE: December 31, 2016

	Project	Person Responsible	J A S O N D							
	<b>STRATEGIC PLAN</b>									
1	Parks, Facilities & Recreation Services Master Plan	FRS staff	x	x	x	x	x	x		approved by Council January 2017
2	Continue to research, develop & implement seniors/youth programs	Vicky/staff	x	x	x	x	x	x		on-going
3	Continue to review/prioritize trail projects (Trails Master Plan) with the Trails Interdepartmental Working Group (TIWG) for capital planning purposes	FRS/PW/DS	x	x	x	x	x	x		on-going
4	Assist with Healthy Communities Week	Vicky/staff								complete
5	Wilmot Reforestation Program - Parks	Scott				x	x			complete
6	Asset Management Plan update	Finance/Management Team	x	x	x	x	x	x		on-going
7	Wilmot Branding/Promotional Videos	Management Team	x	x	x	x	x	x		continued awareness of Wilmot through multiple means (digital, social media, website, etc.)
8	Sustainability Committee meetings	Patrick, Ashton, Scott, Bruce			x				x	on-going
	<b>CAPITAL PROGRAM</b>									
	<b>60 Snyder's Road West</b>									
9	Carpet replacement at Administration Complex	Geoff/contractor		x	x	x	x	x		program to be completed in 2017
	<b>121 Huron Street</b>									
10	Replace rooftop A/C unit	Geoff/Bruce/contractor	x	x	x					equipment on-site; project to be completed by HVAC Tech in spring 2017
	<b>Parks &amp; Facilities Operations</b>									
11	Tender/purchase parks pick-up truck	Geoff/supplier								complete
	<b>St. Agatha Parks &amp; Facilities</b>									
12	Replace parks maintenance tractor	Geoff/supplier								complete

## TOWNSHIP OF WILMOT WORK PROGRAM - (YEAR END REVIEW - 2016)

DEPARTMENT: FACILITIES & RECREATION SERVICES

DATE: December 31, 2016

	Project	Person Responsible	J A S O N D									
	<b>Petersburg Park</b>											
13	Diamond #2 fence and backstop replacement	Geoff/contractor			x	x	x					complete
14	Playground component replacement	Geoff/Contractor	x	x	x	x						complete
	<b>Baden Parks &amp; Facilities</b>											
15	Playground component replacement	Geoff/contractor	x	x	x	x						complete
16	Install pathway from Brewery Street to Foundry Street parkette	Geoff/Scott/contractor			x	x						complete
17	Tennis court replacement	Geoff/contractor	x	x	x	x						project 60% complete; contractor to finish works in spring 2017
	<b>New Dundee Parks &amp; Facilities</b>											
18	Replace HVAC equipment at Community Centre	Geoff/Bruce/contractor	x	x	x	x	x					project 95% complete; duct insulation to be installed in spring 2017
19	Bandshell floor replacement	Geoff/contractor			x	x						deferred to spring 2017
	<b>New Hamburg Parks &amp; Facilities</b>											
20	Norm Hill Park material storage bunkers	Brandon/staff				x	x					deferred to 2017
21	Norm Hill Park playground component replacement	Geoff/contractor	x	x	x	x						complete
22	Forest Glen Trail development	TIWG		x	x	x	x	x				deferred to 2017
	<b>Wilmot Recreation Complex</b>											
23	Tender and construct the WRC/Schmidt Woods Trail	TIWG/consultant/contractor	x	x	x							complete
24	Complete installation/testing of permanent back-up power generator	Scott/Geoff										complete
	<b>GENERAL</b>											
	<b>RECREATION ADMINISTRATION</b>											
25	2016 Operating & Capital Budget	Scott/CAO/Fin/staff										complete; budget approved Feb/16
26	Community Recreation Guide (spring/summer and fall/winter)	Crystal/staff	x	x								complete
27	Cemetery software purchase/installation/migration	Vicky/Crystal/IT	x	x	x	x						complete

## TOWNSHIP OF WILMOT WORK PROGRAM - (YEAR END REVIEW - 2016)

**DEPARTMENT: FACILITIES & RECREATION SERVICES**

**DATE: December 31, 2016**

	Project	Person Responsible	J A S O N D									
28	Replace CLASS software system	Vicky/staff/IT	x	x	x	x	x	x				project underway - data migration complete, review of data transfer and database formatting in progress
29	Complete outstanding Fire Safety Plans (NH Arena/CC, Admin. Complex, WRC)	Scott/Contractor	x	x	x	x	x	x				WRC complete; Admin Complex 90% complete, NHCC to be completed Q1 of 2017
30	Complete annual performance reviews for F/T staff	Scott/Managers						x	x			complete
31	Continue the development of a departmental operating policies manual	Scott/Managers	x	x	x	x	x	x				on-going
32	Healthy Kids Community Challenge	Vicky/Lacy	x	x	x	x	x	x				on-going (year 1 of 4 complete)
33	2017 Budget	Scott/Management Team					x	x	x			under development
34	Update 10-year capital forecast	Scott/Management Team					x	x	x			complete
35	2016 Work Program	Scott/Managers	x	x				x	x			year-end update complete
36	Hire/train summer students	HR/Brandon										complete
<b>NEW INITIATIVES</b>												
37	Canada and Ontario 150 Grant Applications	Patrick, Ashton, Scott, Rosita			x	x	x					applications submitted; funding approval received for WRC LED lighting and New Dundee tennis court projects
38	Hearing Protection Program	Lorena, PW, Rec, Fire				x	x	x	x			program established, measurements on-going

## TOWNSHIP OF WILMOT WORK PROGRAM - (YEAR END REVIEW - 2016)

DEPARTMENT: PUBLIC WORKS

DATE: December 31, 2016

	Project	Person Responsible	J	A	S	O	N	D	
	<b>STRATEGIC PLAN</b>								
1	LED Streetlight Replacement Program	Gary/Alastair	x	x	x	x	x	x	Regional contract signed
2	Review/prioritize trail segments (Trails Master Plan) with the Trails Interdepartmental Working Group (TIWG) for capital planning purposes.	FRS/PW/DS	x	x	x	x	x	x	Multi-year project
3	Asset Management Plan Update	Finance/ Management Team	x	x	x	x	x	x	On-going
4	Wilmot Reforestation Program - Public Works	Alastair			x	x	x		Complete
	<b>CAPITAL PROGRAM</b>								
5	Hot Mix Asphalt Program	Alastair/Dave	x						Complete
6	Tar & Chip Program	Alastair/Dave	x						Complete
7	Pavement Marking 5-Year Program (2016-2020)	Gary							Complete
8	Sidewalk Program	Alastair	x	x	x				Complete
9	Byron & Milton Street Reconstruction - Engineering	Gary/Dave/Sean/Alastair	x	x	x	x	x	x	Project on-going; construction in 2018
10	Main Street Reconstruction - Construction	Gary/Dave/Alastair	x	x	x				Complete
11	King Street Reconstruction - Engineering	Gary/Dave/Sean/Alastair	x	x	x	x	x	x	Project on-going; construction in 2017
12	Replace Single & Tandem Axle Truck (Roads)	Alastair/Dave				x	x		Complete
13	Baden Works Yard Backup Power Supply	Gary/Dave/Sean/Alastair	x	x	x				Complete
14	Replace Pickup Truck (Utilities)	Alastair/Sean				x	x		Complete
15	Wilmot-Easthope Road Culvert Replacement-Engineering	Gary/Alastair/Dave	x	x	x	x	x	x	Project on-going; construction in
	<b>BUDGET</b>								
16	2016 Budget	Gary/Dave/Sean/Alastair/Management Team							Budget approved February 2016
17	2017 Budget	Gary/Dave/Sean/Alastair/Management Team		x	x	x	x	x	Budget approved February 2017
18	Update 10-Year Capital Budget Forecast	Gary/Dave/Sean/Alastair/Management Team		x	x	x	x	x	Complete

## TOWNSHIP OF WILMOT WORK PROGRAM - (YEAR END REVIEW - 2016)

DEPARTMENT: PUBLIC WORKS

DATE: December 31, 2016

	Project	Person Responsible	J	A	S	O	N	D	
	<b>ROADS</b>								
19	Winter Sand Stockpile	Dave				x	x		Complete
20	Prepare Roads for 2017 Hard Surfacing Programs	Dave	x	x	x	x			Complete
21	Gravel Resurfacing Program	Alastair/Dave							Complete
22	SWM Facilities - Inspections/Maintenance/Repairs	Dave			x	x			Complete
23	Road Sign Inventory	Dave							Complete
	<b>UTILITIES</b>								
24	Replace Lift Pumps @ Waterloo Street Pump Station	Sean							Complete
25	Water Meter Upgrades	Sean	x	x	x	x	x	x	Complete
	<b>GENERAL</b>								
26	2016 Work Program and Review	Gary	x				x	x	Complete
27	Employee Performance Review	Gary/Dave/Sean				x	x		Complete
28	Update Municipal Database	Alastair				x	x	x	Complete
	<b>NEW INITIATIVES</b>								
29	Holland Mills Road - Bridge Class EA	Gary/Alastair		x	x	x	x	x	Completion anticipated spring
30	Ontario Community Infrastructure Fund (Top-Up) Application	Gary/Rosita		x	x	x			Complete
31	DWQMS Internal Audit	Utilities/Ashton/Sue		x	x				Complete
32	Hearing Protection Program	Dave/Sean		x	x	x	x	x	Complete

## TOWNSHIP OF WILMOT WORK PROGRAM - (YEAR END REVIEW - 2016)

DEPARTMENT: FIRE SERVICES

DATE: December 31, 2016

	Project	Person Responsible	J	A	S	O	N	D	
	<b>STRATEGIC PLAN</b>								
1	Fire Agreement Discussions (Wilmot/Waterloo/Wellesley)	Michael	x	x	x	x	x	x	Wellesley complete, Waterloo
2	Review By-Law to Establish a Fire Department	Michael	x	x	x	x	x	x	2017 Work Program
3	Monitor/Persue Senior Government Funding Opportunities	Michael / Management	x	x	x	x	x	x	Ongoing
4	Asset Management Plan Update	Finance / Management	x	x	x	x	x	x	Ongoing
5	Aizan Emergency Communications / Implementation	Michael / Harold							Completed
	<b>CAPITAL PROGRAM</b>								
6	Emergency Management Training	Michael / Gary			x	x	x	x	Completed
7	Baden Station Rear Pavement	Michael			x	x			Completed
8	Diesel Exhaust Extraction Baden Station	Michael			x	x	x	x	Completed
9	SCBA Upgrades	Michael							Completed
10	Protective Gear New Recruits	Michael / Fire Mgmt Team							Completed
11	SCBA Upgrades	Michael							Completed
12	Emergency Back-Up Power New Hamburg Station	Michael / Gary M				x	x	x	Completed
13	Station 2 ND Building Renovations for Assembly Occupancy	Michael							Completed
14	Station 3 NH Building Renovations for Assembly Occupancy	Michael							Completed
15	Fire Tanker Truck Replacement	Michael			x	x	x	x	Tender/Spec Review - Ongoing
16	Firefighter Personal Protective Equipment (PPE)	Michael / Gary							Completed
17	Fire Hose Replacement	Michael	x	x	x	x	x	x	Completed
18	Protective Striping for Pumper 1 & Aerial 39	Michael							Completed
19	Ventilation Saw Stn 2 ND	Michael							Completed
20	Fire Station Signage (ALL)	Michael	x	x	x	x	x	x	Moved to 2018
21	Fire Prevention Tools	Michael / Andrew							Completed
22	Diecrt Detect for New Dundee and Baden Stations	Michael							Completed
23	Mandatory Fire Pump Testing	Michael / District Chiefs							Completed
24	Mandatory Ladder Testing	Michael / District Chiefs							Completed
	<b>GENERAL</b>								
25	Recruit Firefighter Training	Gary M	x	x	x	x			Completed
26	Live Fire Training	Gary M	x	x	x	x			Completed
27	Firefighter Survival Training	Gary M							Completed
28	Carbon Monoxide Detector Program	Andrew	x	x	x	x	x	x	Ongoing
29	Public Education Videos	Gary	x	x	x	x	x	x	Ongoing

## TOWNSHIP OF WILMOT WORK PROGRAM - (YEAR END REVIEW - 2016)

DEPARTMENT: FIRE SERVICES

DATE: December 31, 2016

	Project	Person Responsible	J	A	S	O	N	D	
30	Budget 2016	Management Team							Completed
31	Budget 2017	Management Team				x	x	x	Completed
32	Upgrade Fire Pro 2 with Addiditional Modules	Karl, Michael, Gary							Completed
33	Develop Formal Leave Procedure for VFF	Lorena, Michael			x	x	x	x	2017 Work Program
34	Develop Formal Recognition Program for VFF	Lorena, Michael							Completed
	<b><i>NEW INITIATIVES</i></b>								
35	Explore Fire Marquis for collection of fire service fees and charges	Rosita, Ashton, Chief			x	x	x	x	Ongoing Review

## TOWNSHIP OF WILMOT WORK PROGRAM - (YEAR END REVIEW - 2016)

DEPARTMENT: DEVELOPMENT SERVICES

DATE: December 31, 2016

	Project	Person Responsible							
			J	A	S	O	N	D	
	<b>STRATEGIC PLAN</b>								
1	Review Delegation of Planning Approvals	Harold, Grant	X	X	X	X	X	X	Ongoing
2	Continue to review/prioritize trail segments (Trails Master Plan) with the Trails Indepartmental Working Group (TIWG) for capital planning purposes	FRS/PW/DS	X	X	X	X	X	X	Ongoing
3	Wilmot Branding / Promotional Videos	Management Team							Continued Awareness of Wilmot
4	Wilmot Economic Development Action Group	Harold, Andrew	X	X	X				Complete
	<b>CAPITAL PROGRAM</b>								
5	Budget 2016	Harold, Management Team							Budget Approved Feb/16
6	Tender 2016 4WD/AWD Compact SUV	Harold, Terry, Marzena							Complete
7	Budget 2017	Harold, Management Team			X	X	X	X	Budget Approved Feb/17
8	Updated 10 year Capital Forecast	Harold, Management Team			X	X	X	X	Completed
	<b>GENERAL</b>								
9	2016 Work Program	Harold							Completed
10	Investigate Development Services POS terminal	Harold, Rosita				X	X	X	Ongoing - Included in 2017 Budget
11	Township Official Plan Review (Conformity)	Harold, Andrew	X	X	X	X	X	X	Ongoing
12	Township Official Plan Review (Rationalization)	Harold, Andrew	X	X	X	X	X	X	Ongoing
13	Source Water Protection Implementation	Harold							Completed
14	New Hamburg Core Area Parking Review	Andrew, Harold							Completed - Implementation
15	AIZAN GIS Data Management Procedural Manual	Andrew							Completed
16	Building Inspection Health & Safety Procedure Guideline	Terry, Amy							Completed
17	2016 Work Program Review	Harold							Completed
18	Employee Performance Reviews	Harold					X	X	Completed

## TOWNSHIP OF WILMOT WORK PROGRAM - (YEAR END REVIEW - 2016)

DEPARTMENT: CASTLE KILBRIDE

DATE: December 31, 2016

	Project	Person Responsible	J	A	S	O	N	D	
	<b>STRATEGIC PLAN</b>								
1	Expand and enhance CK & HW landing page content	Tracy, Sherri					x	x	Completed
2	Monitor funding opportunities for sesquicentennial projects	Tracy		x	x	x	x	x	Completed
3	Wilmot Branding/Promotional Videos	Management Team							Completed
4	Update Non-Designated Register of Heritage Properties	Tracy, Heritage Wilmot	x	x	x	x	x	x	In progress; To be completed in
5	Designate a Wilmot Township property	Tracy, Heritage Wilmot					x	x	In progress; To be completed in
6	Research municipal Arts and Cultural plans	Tracy			x	x	x	x	Completed
	<b>CAPITAL PROGRAM</b>								
7	Coordinate grandstand mural project	Tracy, Heritage Wilmot	x	x	x	x			In progress; To be completed in
	<b>GENERAL</b>								
	<b>CASTLE KILBRIDE</b>								
8	Write federal/provincial grants for summer youth employment	Tracy							Completed
9	Research and establish 2016 event and exhibit schedules	Sherri, Tracy					x	x	Completed
10	Establish 2016 Work Program	Tracy, Sherri					x	x	Completed
11	Research, develop and install spring/summer exhibits	Sherri							Completed
12	Solicit colleges/universities for Internship proposals	Tracy							Completed
13	Interview, hire and train summer staff for Castle/ Heritage Wilmot	Tracy, Sherri							Completed
14	Write Community Museums Operation Grant (CMOG) for museum	Tracy, Sherri							Completed
15	Prepare and deliver summer programs and events	Sherri, Tracy	x	x					Completed
16	Employee Performance Reviews	Tracy						x	Completed
17	Research, develop and install fall/winter exhibits	Sherri					x	x	Completed
18	Plan 2017 budget	Tracy, Mgt Team					x	x	Completed
19	Research and plan draft 2017 special event and exhibit list	Sherri, Tracy					x	x	Completed
20	Prepare and deliver winter programs and events	Sherri, Tracy					x	x	Completed
	<b>Castle Kilbride Advisory Committee</b>								
21	Plan 2016 initiatives with Chairperson from Castle Kilbride	Tracy, CK Chairman							Completed
22	Expand Castle Lecture Series	CK Staff & Committee				x	x		Completed
23	Complete Castle Kilbride book	CK Staff & Committee	x	x	x	x	x		Completed

## TOWNSHIP OF WILMOT WORK PROGRAM - (YEAR END REVIEW - 2016)

DEPARTMENT: CASTLE KILBRIDE

DATE: December 31, 2016

	Project	Person Responsible	J A S O N D							
			J	A	S	O	N	D		
	<b>HERITAGE WILMOT</b>									
	<b>Heritage Wilmot Advisory Committee</b>									
24	Plan 2016 initiatives with Chairperson from Heritage Wilmot	Tracy, HW Chairman								Completed
25	Plan and deliver 2016 Heritage Day	Tracy, Heritage Wilmot								Completed
26	Research and plan for a Sir Adam Beck commemorative feature	Tracy, Heritage Wilmot								Deferred to 2018
	<b>NEW INITIATIVES</b>									
27	Created and circulated promotional material for PM Statue Project	Tracy, Sherri	x	x	x	x				Completed
28	Assist with coordination of official unveiling of Sir John A. statue	Tracy								Completed
29	Coordinated a Castle Kilbride promotional video with WRTMC	Tracy, WRTMC			x	x				Completed
30	Prime Minister Statues Committee established	Barb/Tracy/Grant/Cmtte.	x	x	x	x	x	x		Completed

\* Note: CK = Castle Kilbride HW = Heritage Wilmot

# TOWNSHIP OF WILMOT WORK PROGRAM - 2017

**DEPARTMENT: CAO**

**DATE: March 6, 2017**

	Project	Person Responsible	J	F	M	A	M	J	J	A	S	O	N	D
	<b>STRATEGIC PLAN</b>													
1	Regional Economic Development Corporation/Liaison Committee	Grant, Municipal CAOs						X					X	
2	Waterloo Region Tourism Marketing Corporation	Grant	X	X	X	X	X	X	X	X	X	X	X	X
3	Monitor/persue senior government funding opportunities	Grant, Management Team	X	X	X	X	X	X	X	X	X	X	X	X
4	Library Services Facilities Review	Steering Committee, Consultant						X	X	X	X	X	X	X
5	Arts and Culture Master Plan	Steering Committee					X	X	X	X	X	X	X	X
6	Review Delegation of Planning Approvals	Grant, Harold	X	X	X	X	X	X						
7	Undertake Wilmot Branding Process (digital, social media, website, etc.)	Management Team												
8	Asset Management Plan update	Finance, Management Team	X	X	X	X	X							
	<b>CAPITAL PROGRAM</b>													
9	Update 10 Year Capital Forecast 2016/2017	Management Team	X	X								X	X	X
	<b>GENERAL</b>													
10	Budget 2017	Grant, Management Team	X	X										
11	Budget 2018	Grant, Management Team									X	X	X	X
12	2017 Work Programs and Review	Grant, Management Team	X	X	X					X	X			
13	Employee Performance Review	Grant, Management Team		X	X	X							X	X
14	Kitchener Waterloo Community Foundation - Vital Grants										X	X	X	
15	Prime Minister Statue Committee	Steering Committee	X	X	X	X	X	X	X	X	X	X	X	X

## TOWNSHIP OF WILMOT WORK PROGRAM - 2017

DEPARTMENT: CAO

DATE: March 6, 2017

	Project	Person Responsible												
			J	F	M	A	M	J	J	A	S	O	N	D
16	2018 Municipal Grants Programs	Grant, Finance Staff									X	X	X	X
17	Discover Your Wilmot Program - 2018 Intake	Grant, Finance Staff									X	X	X	X
<b>HUMAN RESOURCES</b>														
18	Implement Timesheet Module Software	Lorena, Karl			x	x	x	x						
19	Develop Formal Leave Procedure for VFF	Lorena, Michael			x	x	x							
20	Implement Accommodation and Return to Work Policy	Lorena, Management Team						x	x	x				
21	Update All Staff on WHMIS 2015 Standard	Lorena			x	x	x							
22	RFP - Benefits Provider	Lorena, Grant			x	x	x							
23	Recruitments - FT and PT	Lorena, Managers, Department Heads	x	x	x	x		x			x			x
24	Leave of Absence Policy	Lorena						x	x	x	x			
25	Transition Training - Payroll	Lorena, Ashton, Marzena	x	x	x									

## TOWNSHIP OF WILMOT WORK PROGRAM - 2017

DEPARTMENT: CLERK'S SERVICES

DATE: MARCH 6, 2017

	Project	Person Responsible												
			J	F	M	A	M	J	J	A	S	O	N	D
	<b>STRATEGIC PLAN</b>													
1	Undertake Wilmot Branding Process	Management Team	X	X	X	X	X	X	X	X	X	X	X	X
	<b>CAPITAL PROGRAM</b>													
2	Petersburg Municipal/Community Events Grd Sign -Budget 2018	Barb/Scott									X	X	X	X
	<b>GENERAL</b>													
3	Amend Dog Keeping Bylaw re Dangerous Dogs	Barb/Dawn/Derek/ Kevin	X	X	X									
4	2016 Work Program Year End Review	Barb/Dawn/Derek/ Kevin			X									
5	2017 Work Program Mid Year Review	Barb/Dawn/Derek/ Kevin								X				
6	Victoria Day Event 2017 Liaison	Bar/Dawn/Derek/Kevin		X	X									
7	2018 Municipal Elections Preparation /Update Re MEA	Barb/Dawn	X	X	X	X	X	X	X	X	X	X	X	X
8	Community Newsletter (with interim tax bills)	Barb/Dawn/Dept Hds	X	X										
9	Community Newsletter (with final tax bills)	Barb/Dawn/Dept Hds					X	X						
10	Hire By-law Summer Student through Federal Grant	Barb/Derek/Lorena	X	X	X									
11	Update Township Property Inventory	Dawn												X
12	Budget 2017	Barb/Management Team	X	X										
13	Budget 2018	Barb/Management Team								X	X	X	X	X
14	Employee Performance Reviews	Barb											X	X
15	Gingerich Road Municipal Drain	Barb/J. Kuntze	X	X	X	X	X	X	X	X	X	X	X	X
16	Bill 68 Review - Impact on Municipal / Mun Conflict of Interest Acts	Barb	X	X	X	X	X							
17	Finnie Municipal Drain	Barb/J. Kuntze	X	X	X	X	X	X	X	X	X	X	X	X
18	Drain Maintenance-Myers/Richardson/Biesel/Jantzi/Distler	Barb/J. Kuntze				X	X	X						
19	Activa-Region - Trussler Road Mannheim Municipal Drain	Barb/B. Dietrich	X	X	X	X	X	X	X	X	X	X	X	X
20	Wiebe Nauta Municipal Drain	Barb/Dawn/B. Dietrich	X	X	X	X	X	X	X	X	X	X	X	X

## TOWNSHIP OF WILMOT WORK PROGRAM - 2017

**DEPARTMENT: CLERK'S SERVICES**

**DATE: MARCH 6, 2017**

	Project	Person Responsible												
			J	F	M	A	M	J	J	A	S	O	N	D
<b>21</b>	Nachurs-Alpine Municipal Drain	Barb/Dawn/Engineer	X	X	X	X	X	X	X	X	X	X	X	X
<b>22</b>	Stephen Lichti Municipal Drain	Barb/Dawn/B. Dietrich	X	X										
<b>23</b>	Hartmut-Weiss Drain	Barb/B. Dietrich	X	X	X	X	X	X	X	X	X	X	X	X
<b>24</b>	Don Zehr Municipal Drain	Barb/Dawn/B. Dietrich	X											
<b>25</b>	Ramsyer Drain	Dawn	X	X	X	X	X	X	X	X	X	X	X	X
<b>26</b>	Digital Records Management System	Barb/Dawn/Mgmt Team				X								
<b>27</b>	Update Traffic and Parking By-Law Set Fine Schedules	Barb/Dawn/Derek/ Kevin	X	X	X	X				X	X	X	X	X
<b>28</b>	Prime Ministers Statue/Education Resource Project -Staff Liaison	Barb/Tracy/Committee	X	X	X	X	X	X	X	X	X	X	X	X
<b>29</b>	Lottery Licensing Quarterly Reports to Ministry	Dawn	X			X			X			X		
<b>30</b>	Appoint GRAAC Members / Amend Terms of Reference	Dawn	X											
<b>31</b>	Staff Liaison - GRAAC Meetings	Dawn	X	X	X	X	X	X	X	X	X	X	X	X

# TOWNSHIP OF WILMOT WORK PROGRAM - 2017

**DEPARTMENT: FINANCIAL SERVICES**

**DATE: MARCH 6, 2017**

	Project	Person Responsible												
			J	F	M	A	M	J	J	A	S	O	N	D
	<b>STRATEGIC PLAN</b>													
1	Monitor/Pursue Senior Government Funding Opportunities	Patrick, Ashton Management Team	x	x	x	x	x	x	x	x	x	x	x	x
2	Finalize Asset Management Plan Update	Patrick, Ashton, Marzena Management Team	x	x	x	x								
3	Sustainability Committee Meetings	Patrick, Ashton, Scott, Bruce			x			x			x			x
	<b>CAPITAL PROGRAM</b>													
4	Migration from Class Software to Active Net Software	Vicky, Karl, Ashton	x	x	x	x	x	x	x	x	x			
5	FlexNet Wireless Water Meter Reading Implementation	Ashton, Sue, Karl, Utilities		x	x	x	x	x	x					
6	Library Services Review	Steering Committee, Consultants						x	x	x	x	x	x	x
7	GPS/AVL System Upgrades	Karl		x	x	x	x	x						
8	Backup Server Deployment	Karl				x	x							
9	Upgrade Desktops and Notebooks	Karl					x	x						
	<b>GENERAL</b>													
	<b>FINANCIAL SERVICES</b>													
10	Budget 2017	Rosita, Patrick, Ashton, Marzena, Management Team	x	x										
11	2017 Work Program	Patrick, Ashton, Marzena, Karl		x	x									
12	Implement full eBidding Process and Update Bid Documents	Marzena, Patrick, Purchasing Agents	x	x	x									
13	Digitize Property Roll and Pre-Authorized Payment Plan Files	Ashton, Barb, Sue	x	x	x	x	x	x	x	x	x	x	x	x
14	Year End Financial Statements, FIR and Audit	Patrick, Ashton, Marzena		x	x	x								

## TOWNSHIP OF WILMOT WORK PROGRAM - 2017

**DEPARTMENT: FINANCIAL SERVICES**

**DATE: MARCH 6, 2017**

	Project	Person Responsible												
			J	F	M	A	M	J	J	A	S	O	N	D
15	Annual GHG Reporting to Sustainable Waterloo Region	Sustainability Committee, Marzena	x	x										
16	Hiring / On-Boarding of New Financial Analyst Staff	Patrick, Ashton, Marzena		x	x									
17	Green Energy Act Reporting on GHG Emissions	Sustainability Committee, Marzena			x	x								
18	Annual Reporting of Council Remuneration, Development Charges and Cash in-lieu of Parkland	Patrick, Ashton			x									
19	Update Tangible Capital Assets Policy	Patrick, Ashton, Auditors			x	x	x							
20	Upgrade Point-of-Sale Terminals (Finance, Castle, Development Services)	Ashton, Tracy, Harold			x	x								
21	Continuation of Departmental Inventory Program	Ashton, Marzena, Financial Analyst, Karl				x	x	x	x	x				
22	Update Reserve Fund By-Law	Patrick					x	x						
23	2017 Work Program Review	Patrick, Ashton, Marzena, Karl							x					
24	Update Asset Management Database with Fire Services Inventory	Marzena, Fire Management Team						x	x	x				
25	Develop Asset Condition Assessment Program for Asset Management Software	Ashton, Marzena, Patrick							x	x	x			
26	Review/Implement Recreation Financial Assistance for Seniors	Financial Analyst / Recreation Staff								x	x			
27	Update Wilmot Water Financial Plan	Ashton, Utilities								x	x	x		
28	Implement eContracts Database	Marzena, Purchasing Agents								x	x	x		

## TOWNSHIP OF WILMOT WORK PROGRAM - 2017

**DEPARTMENT: FINANCIAL SERVICES**

**DATE: MARCH 6, 2017**

	Project	Person Responsible												
			J	F	M	A	M	J	J	A	S	O	N	D
29	2018 Municipal Grants Program	Financial Analyst, Patrick, Grant									x	x	x	x
30	Discover Your Wilmot Program - 2018 Intake	Financial Analyst, Patrick, Grant									x	x	x	x
31	Budget 2018	Patrick, Ashton, Marzena, Management Team										x	x	x
32	Implement the Sale of Garbage Bag Tags	Ashton, Barb, Vicky, Scott		x	x									
33	Develop/Implement Process for Digital Records Management in Accounts Payable / Cash Receipts	Marzena, Financial Analyst			x	x	x	x	x					
34	Implement eBilling Solution for Tax and Water Bills	Ashton, Sue, Barb				x	x	x						
35	Implement Water Use By-Law	Ashton, Sean						x	x	x	x			
36	Finance Department Floor Plan Review	Patrick, Scott						x	x	x				
37	Update Pre-Authorized Payment Forms	Ashton, Barb, Sue							x	x				
38	RFP for Banking Services	Patrick, Ashton								x	x	x		
39	Update Investment Policy	Patrick, Ashton								x	x			
40	Explore Municipal Accounting Software Solutions	Patrick, Ashton, Marzena, Barb, Sue, Financial Analyst									x	x	x	x
	<b>IT SERVICES</b>													
41	Mobile Device Upgrades	Karl, Marzena		x	x									
42	Enhance Backup Power Supply and Redundancy for IT Infrastructure	Karl		x	x									
43	Mobile Device Management Software Deployment	Karl			x	x								
44	Design/Build Backup EOC Network/Infrastructure	Karl, CEMC			x	x								
45	Network Printer Replacements (Finance, Building, Fire)	Karl, Marzena			x	x	x							

## TOWNSHIP OF WILMOT WORK PROGRAM - 2017

**DEPARTMENT: FINANCIAL SERVICES**

**DATE: MARCH 6, 2017**

	Project	Person Responsible												
			J	F	M	A	M	J	J	A	S	O	N	D
<b>46</b>	Active Directory Migration from Server 2008 to Server 2012 R2	Karl				x	x							
<b>47</b>	Implementation of CityWide Asset Management Works Module	Ashton, Sean, Alastair, Karl			x	x	x	x	x	x	x			
<b>48</b>	Fire Station Wireless Network Installations	Karl, Fire Management Team					x	x						
<b>49</b>	Review/Impact Assessment of Exchange Migration to Microsoft Office 365	Karl									x	x		
<b>50</b>	Review IT Disaster Recovery, Documentation, Administrative Rights, Cloud Based Software	Karl, Patrick, Management Team									x	x	x	x

## TOWNSHIP OF WILMOT WORK PROGRAM - 2017

**DEPARTMENT: FACILITIES & RECREATION SERVICES**

**DATE: March 2017**

	Project	Person Responsible												
			J	F	M	A	M	J	J	A	S	O	N	D
	<b>STRATEGIC PLAN</b>													
1	Parks, Facilities and Recreation Services Master Plan	Steering Committee and Consultant	x											
2	Library Services facility review	Steering Committee and Consultant						x	x	x	x	x	x	x
3	Continue to research, develop & implement seniors/youth programs	Vicky/staff	x	x	x	x	x	x	x	x	x	x	x	x
4	Continue to review/prioritize trail projects (Trails Master Plan) with the Trails Interdepartmental Working Group (TIWG) for capital planning purposes	FRS/PW/DS	x	x	x	x	x	x	x	x	x	x	x	x
5	Trail design process (Beckdale North, Smiths Creek Flats, Schneller/Country Creek)	TIWG/Consultant						x	x	x	x	x	x	x
6	Design/purchase/install trail signage (Christner Trail, Morningside Trail)	TIWG/Geoff/Brandon				x	x	x						
7	Assist with Healthy Communities Week	Vicky/staff			x	x								
8	Wilmot Reforestation Program - Parks	Scott				x	x				x	x		
9	Wilmot Branding	Management Team	x	x	x	x	x	x	x	x	x	x	x	x
10	Asset Management Plan update	Finance/Management Team	x	x	x	x	x	x						
11	Sustainability Committee meetings	Patrick, Ashton, Scott, Bruce			x			x			x			x
12	Arts & Culture Master Plan	Tracy/Steering Committee, CK staff					x	x	x	x	x	x	x	x
	<b>CAPITAL PROGRAM</b>													
	<b>60 Snyder's Road West</b>													
13	Window/glass repair at Administration Complex	Geoff/contractor						x	x					
14	Carpet replacement at Administration Complex	Geoff/contractor					x	x	x	x				
	<b>121 Huron Street</b>													
15	Complete rooftop A/C unit replacement	Bruce/contractor				x	x	x						

## TOWNSHIP OF WILMOT WORK PROGRAM - 2017

DEPARTMENT: FACILITIES & RECREATION SERVICES

DATE: March 2017

	Project	Person Responsible												
			J	F	M	A	M	J	J	A	S	O	N	D
	<b>Parks &amp; Facilities Operations</b>													
16	Tender/purchase parks tractor/loader	Geoff/Brandon/supplier		x	x	x								
	<b>St. Agatha Parks &amp; Facilities</b>													
17	RFP for design/installation of back-up power supply at SACC	Scott/Geoff/contractor						x	x	x	x	x		
	<b>Petersburg Park</b>													
18	Parking lot grading/resurfacing	Geoff/Brandon/contractor									x	x		
	<b>Baden Parks &amp; Facilities</b>													
19	Woodworking shop property - parking lot grading/drainage/resurfacing	Geoff/staff/contractor					x	x	x					
20	Complete tennis court replacement	Geoff/contractor				x	x	x						
	<b>New Dundee Parks &amp; Facilities</b>													
21	RFP for design/installation of back-up power supply at NDCC	Scott/Geoff/contractor						x	x	x	x	x		
22	Replace tennis courts at ND Community Park	Scott/Geoff/contractor			x	x	x	x	x	x	x			
23	Complete HVAC equipment replacement at Community Centre	Geoff/Bruce/contractor				x	x	x	x					
24	Bandshell floor and roof replacement	Geoff/contractor			x	x	x							
	<b>Mannheim Parks &amp; Facilities</b>													
25	Exterior door replacements	Brandon/contractor				x	x	x						
	<b>New Hamburg Parks &amp; Facilities</b>													
26	NH Arena Engineering/Re-commissioning Study	Scott/consultant							x	x	x	x	x	x
27	Kirkpatrick Park & area - parking enhancements review	Scott/consultant/staff				x	x	x	x	x				
28	Norm Hill Park material storage bunkers	Brandon/staff										x	x	
29	Scott Park playground replacement	Geoff/contractor								x	x	x		
30	Forest Glen Trail development	TIWG				x	x	x	x	x	x	x	x	
	<b>Wilmot Recreation Complex</b>													
31	LED lighting retrofits	Geoff/contractor			x	x	x	x	x	x	x	x		

## TOWNSHIP OF WILMOT WORK PROGRAM - 2017

DEPARTMENT: FACILITIES & RECREATION SERVICES

DATE: March 2017

	Project	Person Responsible												
			J	F	M	A	M	J	J	A	S	O	N	D
	<b>Riverside Cemetery</b>													
32	Install columbarium #2 at Riverside Cemetery	Scott/Crystal/contractor								x	x	x	x	
	<b>GENERAL</b>													
	<b>Recreation Administration</b>													
33	2017 Operating & Capital Budget	Scott/CAO/Fin/staff	x	x										
34	Update 10-year capital forecast to include items from the approved Parks, Facilities & Recreation Services Master Plan	Scott/Fin	x	x	x	x	x	x	x	x	x	x	x	x
35	Community Recreation Guide (spring/summer and fall/winter)	Crystal/staff	x	x					x	x				
36	Work with WRDSB to develop artificial turf field at WODSS	Scott/WRDSB	x	x	x	x	x	x	x	x	x			
37	Complete ActiveNet software system installation	Vicky/staff/IT	x	x	x	x	x	x	x	x	x	x	x	
38	Complete outstanding Fire Safety Plans (NH Arena/CC, Admin. Complex)	Scott/Contractor	x	x	x	x	x							
39	Complete annual performance reviews for F/T staff	Scott/Managers											x	x
40	Continue the development of a departmental operating policies manual	Scott/Managers	x	x	x	x	x	x	x	x	x	x	x	x
41	Healthy Kids Community Challenge	Vicky/Lacy	x	x	x	x	x	x	x	x	x	x	x	x
42	2018 Budget	Scott/Management Team									x	x	x	x
43	Update 10-year capital forecast	Scott/Management Team								x	x	x	x	x
44	2017 Work Program	Scott/Managers	x	x	x				x	x			x	x
45	Hire/train summer students	HR/Brandon			x	x								

# TOWNSHIP OF WILMOT WORK PROGRAM - 2017

**DEPARTMENT: Public Works**

**DATE: March 6, 2017**

	Project	Person Responsible												
			J	F	M	A	M	J	J	A	S	O	N	D
	<b>STRATEGIC PLAN</b>													
1	LED Streetlight Replacement Program	Alastair	x	x	x	x	x	x	x	x	x	x	x	x
2	Review/prioritize trail segments (Trails Master Plan) with the Trails Interdepartmental Working Group (TIWG) for capital planning purposes.	FRS/PW/DS	x	x	x	x	x	x	x	x	x	x	x	x
3	Asset Management Plan Update	Finance/Management Team	x	x	x	x	x	x						
4	Wilmot Reforestation Program - Public Works	Alastair				x	x				x	x	x	
	<b>CAPITAL PROGRAM</b>													
5	Hot Mix Asphalt Program	Alastair/Dave			x	x	x	x	x					
6	Tar & Chip Program	Alastair/Dave			x	x	x	x	x					
7	Holland Mills Road - Class EA & Preliminary Design	Gary/Alastair	x	x	x	x	x	x	x	x	x	x	x	x
8	Sidewalk Program	Alastair			x	x	x	x	x	x	x			
9	Byron & Milton Street Reconstruction - Engineering	Alastair/Dave/Sean	x	x	x	x	x	x	x	x	x	x	x	x
10	Lewis & Hannah Street Reconstruction - Engineering	Alastair/Dave/Sean			x	x	x	x	x	x	x	x	x	x
11	King Street Reconstruction - Construction	Alastair/Dave/Sean	x	x	x	x	x	x	x	x	x			
12	Replace Disc Mower (Roads)	Dave			x	x	x							
13	Bridge Appraisals	Alastair				x	x	x	x	x	x			
14	Wilmot-Easthope Road Culvert Replacement - Construction	Alastair/Dave	x	x	x	x	x	x	x	x	x			
	<b>BUDGET</b>													
15	2017 Budget	Gary/Dave/Sean/ Alastair/Management Team	x	x										
16	2018 Budget	Alastair/Dave/Sean Management Team								x	x	x	x	x
17	Update 10-Year Capital Budget Forecast	Alastair/Dave/Sean/ Management Team								x	x	x	x	x

## TOWNSHIP OF WILMOT WORK PROGRAM - 2017

**DEPARTMENT: Public Works**

**DATE: March 6, 2017**

	Project	Person Responsible												
			J	F	M	A	M	J	J	A	S	O	N	D
	<b>ROADS</b>													
18	Winter Sand Stockpile	Dave										X	X	
19	Prepare Roads for 2018 Hard Surfacing Programs	Dave						X	X	X	X	X		
20	Gravel Resurfacing Program	Alastair/Dave					X	X	X					
21	SWM Facilities - Inspections/Maintenance/Repairs	Dave							X	X				
22	Replace Culverts - Wilmot Line, Diamond Road & Puddicombe Road	Dave				X	X	X	X					
23	Road Sign Inventory	Dave						X	X					
	<b>UTILITIES</b>													
24	Implement Water Use By-Law	Sean/Ashton						X	X	X	X			
25	Replace Lift Pumps @ Charlotta Street Pump Station	Sean			X	X	X	X						
	<b>GENERAL</b>													
26	2017 Work Program and Review	GaryAlastair		X	X			X	X				X	X
27	Employee Performance Review	Dave/Sean										X	X	
28	Update Municipal Database	Alastair	X	X								X	X	X

# TOWNSHIP OF WILMOT WORK PROGRAM - 2017

**DEPARTMENT : FIRE SERVICES**

**DATE : March 6, 2017**

	Project	Person Responsible	J	F	M	A	M	J	J	A	S	O	N	D
	<b>STRATEGIC PLAN</b>													
1	Boundry Fire Service Agreement (Waterloo/Wilmot)	Chief, CAO	x	x	x	x	x	x						
2	Review/Update By-Law to Establish a Fire Department	Chief, Fire Mgmt Team						x	x	x	x	x		
3	Monitor/Pursue Senior Government Funding Opportunities	Chief, Management	x	x	x	x	x	x	x	x	x	x	x	x
4	Asset Management Plan Update	Finance, Management			x	x	x	x	x	x				
5	Branding - Shoulder Flash Development	Fire Management Team						x	x	x	x	x		
	<b>CAPITAL PROGRAM</b>													
6	Fire Tanker Truck Replacement (T35)	Chief, DC Strickler, Mgmt T	x	x	x	x	x							
7	Fire Hose Replacements	Chief, Fire Mgmt Team	x	x	x	x	x	x	x	x	x			
8	Roof Replacement Station 1	Chief, DC Koenig			x	x	x	x	x					
9	Floor Drain Repairs Station 2	Chief, DC Otterbein			x	x	x	x	x	x				
10	Diesel Exhaust Extraction System - Station 3	Chief, DC Strickler				x	x	x	x	x				
11	Radio Equipment Upgrades	Chief, Regional Working Group	x	x	x	x	x	x	x	x	x	x	x	x
	<b>GENERAL</b>													
12	Budget 2018	Finance, Management								x	x	x	x	x
13	Emergency Management Training	CEMC/CAO/ECG				x					x			
14	Fire Prevention Officer Recruitment / Onboarding	Chief, HR		x	x	x	x	x						
15	Protective Gear Replacements / Recruits	Gary/Fire Mgmt Team		x	x	x								
16	Tiling Repairs - Station 1	Chief, DC Koenig			x	x	x	x	x					
17	Hose Tower Cleaning - Station 1	Chief, DC Koenig			x	x	x	x	x					
18	Purchase/Install Truck Mounting Brackets - Station 1	Chief, DC Koenig		x	x	x								
19	Door Pressure Switches - Station 1	Chief, DC Koenig		x	x	x	x	x						
20	Purchase HCN Gas Monitors (3)	Chief, Fire Mgmt. Team			x	x	x	x	x					
21	Electrical Repairs - Station 2	Chief, DC Otterbein			x	x	x	x	x					
22	Backup EOC Networking - Station	DC Otterbein, Gary, Karl		x	x									
23	Reflective Striping on Fire Apparatus - Station 1	Chief, DC Koenig			x	x								

## TOWNSHIP OF WILMOT WORK PROGRAM - 2017

**DEPARTMENT : FIRE SERVICES**

**DATE : March 6, 2017**

	Project	Person Responsible												
			J	F	M	A	M	J	J	A	S	O	N	D
24	Purchase Fire Prevention Tools / Equipment	Chief, FPO				x	x	x	x					
25	Mandatory Fire Pump Testing Program	District Chiefs							x					
26	Mandatory Ladder Testing Program	District Chiefs							x					
27	Recruit Firefighter Training	Gary/Recruits		x	x	x	x	x	x	x	x			
28	Live Fire Training	Gary/VFFs				x					x	x		
29	First Aid Certification	Gary/VFFs	x	x										
30	DZ Licensing	Gary/VFFs										x		
31	Develop Program for PTSD	Gary/HR		x	x	x	x							
32	Fire Instructor II Training Program	Gary										x		
33	Fire Officer III Training Program	Gary, DC Strickler				x								
34	Forcible Entry Training Program	Gary, VFFs				x	x	x			x	x		
35	Auto Extrication Training Program	Gary, VFFs				x	x	x	x	x	x			
36	Roof Ventilation Training Program	Gary, VFFs				x	x	x	x	x	x			
37	SCBA Replacement Review (Regional)	Fire Management Team		x	x					x	x	x	x	x
38	Review Fire Marquis for collection of fire services fees and charges	Chief,Patrick,Ashton									x	x	x	x
39	Develop Formal Leave Procedure for VFFs	Chief, Lorena				x	x	x						
40	Create SCBA Committee - SCBA & Filling Station	Fire Management Team				x	x	x	x	x	x	x	x	x
41	Revise Radio Procedures and SOG Development	Fire Management Team									x	x	x	
42	Update & Revise Response Mapping	Fire Management Team				x	x	x	x	x	x	x	x	
43	Revision / Updating of Departmental SOG's	Fire Management Team			x	x	x	x	x	x	x	x	x	x

# TOWNSHIP OF WILMOT WORK PROGRAM - 2017

**DEPARTMENT: DEVELOPMENT SERVICES**

**DATE: March 7, 2017**

	Project	Person Responsible	J	F	M	A	M	J	J	A	S	O	N	D
	<b>STRATEGIC PLAN</b>													
1	Review Delegation of Planning Approvals	Harold, Grant	X	X	X	X	X	X						
2	Continue to review/prioritize trail projects (Trails Master Plan) with the Trails Interdepartmental Working Group (TIWG) for capital planning purposes	FRS/PW/DS				X	X	X	X	X	X	X	X	X
	<b>CAPITAL PROGRAM</b>													
3	Budget 2017	Harold, Management Team	X	X										
4	Budget 2018	Harold, Management Team								X	X	X	X	
5	Updated 10 yr Capital Forecast	Harold, Management Team								X	X	X	X	
	<b>GENERAL</b>													
6	2017 Work Program	Harold	X	X	X									
7	Township Official Plan Review (Conformity)	Harold, Andrew	X	X	X	X	X	X	X	X	X	X	X	X
8	Township Official Plan Review (Rationalization)	Harold, Andrew	X	X	X	X	X	X	X	X	X	X	X	X
9	Digitization of Township Zoning By-law	Andrew, Harold	X	X	X	X	X	X	X	X	X	X	X	X
10	2017 Work Program Review	Harold							X					
11	Employee Performance Reviews	Harold, Terry										X	X	

# TOWNSHIP OF WILMOT WORK PROGRAM - 2017

DEPARTMENT: CASTLE KILBRIDE

DATE: MARCH 6, 2017

	Project	Person Responsible												
			J	F	M	A	M	J	J	A	S	O	N	D
	<b>STRATEGIC PLAN</b>													
1	Designate a Wilmot Township property	Tracy, Heritage Wilmot				x	x	x	x	x	x			
2	Update Non-Designated Register of Heritage Properties	Tracy, Heritage Wilmot	x	x	x				x	x	x	x	x	
3	Continue involvement with Prime Minister Statue Project Committee	Tracy, Barb, Committee	x	x	x	x	x	x	x	x	x	x	x	x
	<b>CAPITAL PROGRAM</b>													
4	Coordinate Grandstand mural project	Tracy, Heritage Wilmot	x	x	x	x	x	x	x	x				
5	Coordinate Arts and Culture Master Plan	CK staff, Scott				x	x	x	x	x	x	x	x	
	<b>CASTLE KILBRIDE</b>													
6	Write federal/provincial grants for summer youth employment	Tracy	x	x										
7	Research and establish 2017 event and exhibit schedules	Sherri, Tracy	x	x	x									
8	Establish 2017 Work Program	Tracy, Sherri			x									
9	Research, develop and install spring/summer exhibits	Sherri		x	x	x	x	x						
10	Solicit colleges/universities for Internship proposals	Tracy			x	x								
11	Interview, hire and train summer staff for Castle/ Heritage Wilmot	Tracy, Sherri			x	x	x	x	x	x				
12	Write Community Museums Operation Grant (CMOG) for museum	Tracy, Sherri				x	x	x						
13	Prepare and deliver summer programs and events	Sherri, Tracy						x	x	x	x			
14	Employee Performance Reviews	Tracy										x	x	
15	Research, develop and install fall/winter exhibits	Sherri							x	x	x	x	x	
16	Plan 2018 budget	Tracy, Mgt Team										x	x	x
17	Research and plan draft 2018 special event and exhibit list	Sherri, Tracy							x	x	x	x	x	x
18	Prepare and deliver winter programs and events	Sherri, Tracy										x	x	x
	<b>Castle Kilbride Advisory Committee</b>													
19	Plan 2017 initiatives with Chairperson from Castle Kilbride	Tracy, CK Chairman		x	x									
20	Set Castle Lecture Series	CK Staff & Committee		x	x	x								
	<b>Heritage Wilmot Advisory Committee</b>													
21	Plan 2017 initiatives with Chairperson from Heritage Wilmot	Tracy, HW Chairman	x	x	x									
22	Plan and deliver 2017 Heritage Day	Tracy, Heritage Wilmot	x	x										

\* Note: CK = Castle Kilbride    HW = Heritage Wilmot



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

**REPORT NO.** CL2017-09

**TO:** Council

**PREPARED BY:** Dawn Mittelholtz, Deputy Clerk

**DATE:** March 6, 2017

**SUBJECT:** Appointment of Engineer  
Petition for Drain Improvement  
From James Otto / Century Oak Holdings Inc.  
Block A, Concession 2, Part of Lot 25, 1628 Walker Road  
Township of Wilmot, Regional Municipality of Waterloo

### **Recommendation:**

**THAT Dietrich Engineering of 155 Frobisher Drive, Waterloo be appointed as the Engineer relative to the Petition for Drain Improvement, From James Otto / Century Oak Holdings Inc., Block A, Concession 2, Part of Lot 25, 1628 Walker Road, Township of Wilmot, Regional Municipality of Waterloo and be authorized to prepare a report under Section 78 (1) of the Drainage Act, R.S.O. 1990, Chapter D. 17.**

### **Background:**

On January 16, 2017 Council accepted a petition for Drain Improvements from James Otto in regards to Block A, Concession 2, Part of Lot 25 in the Township of Wilmot. As required under the Drainage Act, the Clerk's Services Department forwarded notice of Council's Resolution to the Grand River Conservation Authority, the petitioner and all affected agencies.

### **Discussion:**

Pursuant to the Drainage Act, Council must appoint an Engineer by resolution or by-law to make an examination of the area requiring drainage as described in the petition and to prepare a report on the project.

Staff is recommending Dietrich Engineering for this project as they have also been appointed by Council as the Drainage Engineer for the Lyle Cressman Petition Drain. During a site meeting for the Lyle Cressman Petition Drain, Mr. Otto expressed his drainage / drain outlet concerns to

Dietrich Engineering. It was determined that a petition for improvements to the Don Myers Drain would be required to further investigate improvements to the existing drain.

**Strategic Plan Conformity:**

By proceeding with the requirements of the Drainage Act, Council is supporting the infrastructure within the municipality.

**Financial Considerations:**

If the municipal drainage works proceed pursuant to the Drainage Act, then the property owners that are affected would be assessed in accordance with the assessment schedule that will be prepared by the Engineer as part of his report. At this time, there are no financial considerations.

**Conclusion:**

It is recommended that Council appoint Dietrich Engineering as the Engineer for the abovementioned drainage works to proceed with the preparation of a report.

Dawn Mittelholtz  
Deputy Clerk

Barbara McLeod  
Director of Clerk's Services

Grant Whittington  
Reviewed by CAO



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

**REPORT NO.**            **FIN 2017-15**

**TO:**                      **Council**

**PREPARED BY:**      **Rosita Tse, Director of Finance**

**DATE:**                **March 6, 2017**

**SUBJECT:**            **Ontario Community Infrastructure Fund (OCIF) Application-Based Component Agreement**

### **Recommendation:**

**That Finance Report FIN 2017-15, prepared by the Director of Finance, regarding the Ontario Community Infrastructure Fund (OCIF) Application-Based Component Agreement be received for information purposes;**

**And further, that the Mayor and Director of Clerk's Services be authorized to execute the contribution agreement with the Ministry of Agriculture, Food and Rural Affairs.**

### **Background:**

In the summer of 2016, the Province announced expansion of the Ontario Community Infrastructure Fund (OCIF) to help build and repair more critical infrastructure in small, rural and northern municipalities.

Through consultations with these small, rural and Northern communities, and hearing the importance of stable and predictable investments in local infrastructure; the Province announced that it will be tripling investments through OCIF from \$100 million in 2016 to \$300 million in 2019.

The OCIF consists of two (2) streams: the Application-based component; and the Formula-Based Component. The Township receives funding of \$331,680 under the formula-based component, growing to \$724,648 in 2019.

Eligibility for the top-up based application-based component is limited to municipalities whose formula based grants in 2017 and 2018 equal to less than \$2 million. As well, the municipality cannot have received funding under OCIF Intake Two application.

### **Discussion:**

The Township's combined 2017 and 2018 funding through OCIF formula-based program is \$801,800. Therefore, given the Township's eligibility to apply, members of the Senior Management Team (SMT) initiated a review of the existing 10-year Capital Forecast and Asset

Management Plan, to identify the most critical infrastructure projects that would be suitable for this program.

#### *Holland Mills Bridge*

Just prior to the announcement of the OCIF expansion, the Township had solicited the services of K. Smart Associates Limited, professional engineering consultants, to complete a detailed inspection of Holland Mills Bridge.

The main findings of the report, as prepared by K. Smart, indicated a failure on the southernmost floor beam, severe structural distress of northernmost floor beam, structural distress in the remaining middle floor beams, and very severe wearing and deflection of the timber deck on the south side of the bridge. With this number of deficiencies, the bridge was deemed impassable, and closed pending further repairs/replacement.

The consultant went on to provide a number of options for repairs/replacement of the bridge all of which required the completion of a Class EA study. At this time the results of the Class EA study are still outstanding; however, given the report findings, the Township selected the rehabilitation of Holland Mills Bridge as a top priority infrastructure project for the OCIF top-up application program.

#### *Funding Application*

An application was prepared by Public Works and Finance staff, and submitted in mid-October 2016 for funding. On February 17, 2017, the Mayor and staff were advised of the Township's selection for funding under the 2016 Top-Up Application program.

As part of this notice, the Township was advised of the requirement to enter into an agreement with the Province, and further to provide a by-law authorizing the Corporation to enter into said agreement.

Project works are subject to the results of the Class EA process, and the proposed works will establish an effective bridge structure, with an estimated life span exceeding 75 years.

#### **Strategic Plan Conformity:**

This report is aligned with the Strategic Plan goal of *enjoying our quality of life* by ensuring people's safety. It also fits with the goal of *having a prosperous economy* through maintaining our infrastructure in following priorities outlined within the Asset Management Plan.

#### **Financial Considerations:**

The 10-year capital forecast has included project estimates of \$1,541,300 for the rehabilitation of Holland Mills Bridge. The funding allocation from the OCIF top-up program will provide \$1,198,193 of this funding, with the remainder coming through the Township's Infrastructure Reserve Fund for Transportation. The project is staged over 2017 and 2018, with project costs of \$281,300 anticipated for 2017 and the majority, \$1,260,000, anticipated in 2018.

Given the successful application for funding, the 10-year capital program will remain the same, and preliminary project works can continue with sufficient funding now secured.

**Conclusion:**

Staff have prepared the requisite execution of agreement by-law, with the OCIF Application-Based Component Agreement attached. Upon Council approval, staff will forward a copy of this report, by-law and the agreement to the Ministry as per funding program requirements.

Rosita Tse

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Director of Finance

Gary Charbonneau

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Director of Public Works

Grant Whittington

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Reviewed by CAO

## **ONTARIO COMMUNITY INFRASTRUCTURE FUND – APPLICATION-BASED COMPONENT AGREEMENT**

### **BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO**  
as represented by the Minister of Agriculture, Food and Rural Affairs

(the “**Province**”)

– and –

**The Corporation of the Township of Wilmot**  
**(CRA# 108134834)**

(the “**Recipient**”)

### **BACKGROUND**

The Province created the Ontario Community Infrastructure Fund to: (1) provide stable funding to help small communities address critical core infrastructure needs in relation to roads, bridges, water and wastewater; (2) further strengthen municipal asset management practices within small communities; and (3) help small communities use a broad range of financing tools to address infrastructure challenges and provide long-term support for rehabilitation and repair of core infrastructure for those in most need.

The Ontario Community Infrastructure Fund is composed of two (2) components: (1) the Application-Based Component; and (2) the Formula-Based Component.

The Recipient has applied to the Application-Based Component of the Ontario Community Infrastructure Fund for funding to assist the Recipient in carrying out the Project and the Province wishes to provide funding for the Project.

The Recipient is eligible to receive funding under the Application-Based Ontario Community Infrastructure Fund to undertake a Project.

### **CONSIDERATION**

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Parties agree as follows:

#### **1.0 ENTIRE AGREEMENT**

##### **1.1 This Agreement, including:**

Schedule “A” – General Terms And Conditions,  
Schedule “B” – Additional Terms And Conditions,

Schedule “C” – Operational Requirements Under The Agreement,  
Schedule “D” – Project Description,  
Schedule “E” – Eligible And Ineligible Costs,  
Schedule “F” – Financial Information,  
Schedule “G” – Aboriginal Consultation Requirements,  
Schedule “H” – Communications Protocol, and  
Schedule “I” – Reports,

constitutes the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

## **2.0 COUNTERPARTS**

- 2.1 This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

## **3.0 AMENDING AGREEMENT**

- 3.1 This Agreement may only be amended by a written agreement duly executed by the Parties.

## **4.0 ACKNOWLEDGEMENT**

- 4.1 The Recipient acknowledges and agrees that:
- (a) By receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *BPSAA*, the *PSSDA* and the *AGA*;
  - (b) Her Majesty the Queen in Right of Ontario has issued expenses, perquisites and procurement directives and guidelines pursuant to the *BPSAA* that may be applicable to the Recipient;
  - (c) The Funds are
    - (i) To assist the Recipient to carry out the Project and not to provide goods or services to the Program, and
    - (ii) Funding for the purposes of the *PSSDA*; and
  - (d) The Province is not responsible for, nor does the Province have a managerial role in, the undertaking, implementation, completion, operation and/or maintenance of the Project. The Recipient will not seek to hold the Province responsible for the undertaking, implementation, completion, operation and/or maintenance of the Project through recourse to a third party, arbitrator, tribunal or court.

**[REST OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF** the Parties have executed this Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO,**  
as represented by the Minister of Agriculture, Food and Rural Affairs

\_\_\_\_\_  
Name: Randy Jackiw  
Title: Assistant Deputy Minister,  
Economic Development Division

\_\_\_\_\_  
Date

I have the authority to bind the Province pursuant to delegated authority.

**THE CORPORATION OF THE TOWNSHIP OF WILMOT**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Date

**AFFIX CORPORATE  
SEAL**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Date

I/We have the authority to bind the Recipient.

**[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE “A” FOLLOWS]**

## **SCHEDULE “A” GENERAL TERMS AND CONDITIONS**

### **ARTICLE A1 INTERPRETATION AND DEFINITIONS**

**A1.1 Interpretation.** For the purposes of interpreting this Agreement:

- (a) Words in the singular include the plural and vice versa;
- (b) Words in one gender include all genders;
- (c) The headings do not form part of this Agreement; they are for reference purposes only and will not affect the interpretation of the Agreement;
- (d) Any reference to dollars or currency will be in Canadian dollars and currency;
- (e) Any reference to a statute means a statute of the Province of Ontario, unless otherwise indicated;
- (f) Any reference to a statute is to that statute and to the regulations made pursuant to that statute as they may be amended from time to time and to any statute or regulations that may be passed that have the effect of supplanting or superseding that statute or regulation unless a provision of this Agreement provides otherwise;
- (g) All accounting terms will be interpreted in accordance with the Generally Accepted Accounting Principles used in Canada and all calculations will be made and all financial data to be submitted will be prepared in accordance with the Generally Accepted Accounting Principles used in Canada; and
- (h) The words “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

**A1.2 Definitions.** In this Agreement, the following terms will have the following meanings:

**“Aboriginal Group”** includes the Indian, Inuit and Métis peoples of Canada or any other group holding Aboriginal or treaty rights under section 35 of the *Constitution Act, 1982*.

**“Additional Provisions”** means the terms and conditions referred to in section A10.1 of Schedule “A” to this Agreement and specified in Schedule “B” of this Agreement.

**“AGA”** means the *Auditor General Act*.

**“Agreement”** means this agreement entered into between the Province and the Recipient and includes all of the Schedules listed in section 1.1 of this Agreement and any amending agreement entered into pursuant to section 3.1 of this Agreement.

**“Arm’s Length”** has the same meaning as set out in the *Income Tax Act* (Canada), as it read on the Effective Date of this Agreement.

**“Auditor General”** means the Auditor General of Ontario.

**“BPSAA”** means the *Broader Public Sector Accountability Act, 2010*.

**“Business Day”** means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any other day on which the Province is closed for business.

**“Communications Protocol”** means the protocol set out under Schedule “H” of this Agreement.

**“Conflict Of Interest”** includes any circumstances where:

- (a) The Recipient; or
- (b) Any person who has the capacity to influence the Recipient’s decisions, has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient’s objective, unbiased and impartial judgment relating to the Project, the use of the Funds or both.

**“Consultant”** means any person the Recipient retains to undertake any part of the work related to this Agreement.

**“Contract”** means an agreement between the Recipient and a third-party whereby the third-party provides a good or service for the Project in return for financial consideration that the Recipient wants to pay from the Funds under this Agreement.

**“Effective Date”** means the date on which this Agreement is effective, as set out under section C1 of Schedule “C” of this Agreement.

**“Eligible Costs”** means those costs set out under section E1 of Schedule “E” of this Agreement.

**“Event of Default”** has the meaning ascribed to it in section A16.1 of Schedule “A” this Agreement.

**“Expiration Date”** means the date on which this Agreement will expire, as set out under section C2 of Schedule “C” of this Agreement unless amended or terminated prior to this date in accordance with the terms and conditions of this Agreement.

**“FAA”** means the *Financial Administration Act*.

**“Failure”** means a failure to comply with any term, condition, obligation under any other agreement that the Recipient has with Her Majesty the Queen in Right of Ontario or one of Her agencies.

**“FIPPA”** means the *Freedom of Information and Protection of Privacy Act*.

**“First Nation”** means a band, as defined under section 2(1) of the *Indian Act* (Canada).

**“Funds”** means the money the Province provides to the Recipient pursuant to this Agreement.

**“Holdback”** means the amount, set out under section F2 of Schedule “F” of this Agreement, that the Province may withhold from any payment owing to the Recipient under this Agreement.

**“Indemnified Parties”** means Her Majesty the Queen in Right of Ontario, Her Ministers, agents, appointees and employees.

**“Ineligible Costs”** means those costs set out under section E2 of Schedule “E” of this Agreement.

**“Interest Earned”** means the amount of money earned by the Recipient from placing the Funds in an interest bearing account as set out under section A4.4 of Schedule “A” of this Agreement.

**“Local Services Board”** means a board established under the *Northern Services Boards Act*.

**“MA”** means the *Municipal Act, 2001*.

**“Maximum Funds”** means the amount set out under section F1 of Schedule “F” of this Agreement.

**“Notice”** means any communication given or required to be given pursuant to this Agreement.

**“Notice Period”** means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

**“Parties”** means the Province and the Recipient collectively.

**“Party”** means either the Province or the Recipient.

**“Project”** means the undertaking described in Schedule “D” of this Agreement.

**“Project Completion Date”** means the date set out under section C3 of Schedule “C” of this Agreement.

**“PSSDA”** means the *Public Sector Salary Disclosure Act, 1996*.

**“Reports”** means the reports set out under Schedule “I” of this Agreement.

**“Requirements of Law”** means all applicable statutes, regulations, by-laws, ordinances, codes, official plans, rules, approvals, permits, licenses, authorizations, orders, decrees, injunctions, directions and agreements with all authorities that now or at any time hereafter may relate to the Recipient, the Project, the Funds and this Agreement. Without limiting the generality of the foregoing, if the Recipient is subject to the *BPSAA*, the *PSSDA* or any other type of broader public sector accountability legislative provisions, the *BPSAA*, the *PSSDA* and those broader public sector accountability legislative provisions are deemed to be a Requirement of Law.

**“Substantial Completion”** has the same meaning as “substantially performed”, as defined under section 2(1) of the *Construction Lien Act*.

**“Term”** means the period of time beginning on the Effective Date of this Agreement and ending on the Expiration Date unless terminated earlier pursuant to Articles A14, A15 or A16 of this Agreement.

- A1.3 Conflict.** Subject to section A10.1 of Schedule “A” of this Agreement, in the event of a conflict between the terms and conditions set out in this Schedule “A” of the Agreement and the terms or conditions set out in any other Schedule of this Agreement, the terms and conditions set out under this Schedule “A” of the Agreement will prevail.

## **ARTICLE A2**

### **EFFECTIVE DATE AND DURATION OF AGREEMENT**

- A2.1 Effective Date Of Agreement.** This Agreement will take effect on its Effective Date.

- A2.2 Expiration Date Of Agreement.** This Agreement will expire on its Expiration Date.

## **ARTICLE A3**

### **REPRESENTATIONS, WARRANTIES AND COVENANTS**

- A3.1 General.** The Recipient represents, warrants and covenants that:

- (a) It is, and will continue to be for the Term of this Agreement, a validly existing legal entity with full power to fulfill its obligations under this Agreement;
- (b) It has, and will continue to have for the Term of this Agreement, the experience and expertise necessary to carry out the Project;
- (c) It has the financial resources necessary to carry out the Project and is not indebted to any person to the extent that that indebtedness would undermine the Recipient's ability to complete the Project;
- (d) It is in compliance with all Requirements of Law and will remain in compliance with all Requirements of Law related to any aspect of the Project, the Funds or both for the Term of this Agreement; and
- (e) Unless otherwise provided for in this Agreement, any information the Recipient provided to the Province in support of its request for Funds, including any information relating to any eligibility requirements, was true and complete at the time the Recipient provided it.

- A3.2 Execution Of Agreement.** The Recipient represents and warrants that it has:

- (a) The full power and authority to enter into this Agreement; and
- (b) Taken all necessary actions to authorize the execution of this Agreement.

- A3.3 Governance.** The Recipient represents, warrants and covenants that it has, and will maintain, in writing for the Term of this Agreement:

- (a) A code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) Procedures to ensure the ongoing effective functioning of the Recipient;
- (c) Decision-making mechanisms for the Recipient;
- (d) Procedures to enable the Recipient to manage the Funds prudently and effectively;
- (e) Procedures to enable the Recipient to successfully complete the Project;
- (f) Procedures to enable the Recipient to, in a timely manner, identify risks to the completion of the Project and develop strategies to address those risks;
- (g) Procedures to enable the preparation and delivery of all Reports required under this Agreement; and

- (h) Procedures to enable the Recipient to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under this Agreement.

**A3.4 Approvals, Licenses And Permits.** The Recipient represents, warrants and covenants that it has or will apply for any approval, license, permit or similar authorization necessary to carry out the Project before carrying out the Project. For greater clarity, the Recipient acknowledges and agrees that the entering into this Agreement does not in any way obligate any regulatory authority established under an Act of the Ontario Legislature to issue any type of approval, license, permit or similar authorization that the Recipient may need or want in relation to undertaking the Project or to meet any other term or condition under this Agreement.

**A3.5 Supporting Documentation.** Upon request, and within the time period indicated in the Notice, the Recipient will provide the Province with proof of the matters referred to in Article A3 of this Agreement.

**A3.6 Additional Covenants.** The Recipient undertakes to advise the Province within five (5) Business Days of:

- (a) Any changes that affect its representations, warranties and covenants under sections A3.1 to A3.4 of Schedule "A" of this Agreement during the Term of the Agreement; and
- (b) Any actions, suits or other proceedings which could or would reasonably prevent the Recipient from complying with the terms and conditions of this Agreement.

**A3.7 Recipient's Representations, Warranties And Covenants For The Benefit Of The Province.** The Recipient acknowledges and agrees that the representations, warranties and covenants set out in this Article A3 of Schedule "A" of the Agreement are for the sole benefit of the Province.

**A3.8 Provincial Reliance On Recipient's Representations, Warranties And Covenants.** The Recipient acknowledges and agrees that the Province is relying on all of the representations, warranties and covenants set out in this Article A3 of Schedule "A" of this Agreement.

## ARTICLE A4 FUNDS AND CARRYING OUT THE PROJECT

**A4.1 Funds Provided.** The Province will:

- (a) Provide the the Recipient up to the Maximum Funds for the sole purpose of carrying out the Project.
- (b) Provide the Funds to the Recipient in accordance with section F3 of Schedule "F" of this Agreement;
- (c) Deposit the Funds into an account designated by the Recipient, provided that account:
  - (i) Resides at a Canadian financial institution, and
  - (ii) Is in the name of the Recipient.

**A4.2 Limitation On Payment Of Funds.** Despite section A4.1 of Schedule "A" of this Agreement:

- (a) The Province is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as the Province may request pursuant to section A14.2 of Schedule "A" of this Agreement;

- (b) The Province is not obligated to provide any instalments of Funds until the Province is satisfied with the progress of the Project;
- (c) The Province may adjust the amount of Funds it provides to the Recipient without liability, penalty or costs based upon the Province's assessment of the information provided by the Recipient pursuant to Article A8 of Schedule "A" of this Agreement;
- (d) The Province may withhold the Holdback from each payment made under this Agreement and is not obligated to pay the Holdback to the Recipient for thirty (30) days after the Expiration Date of this Agreement; and
- (e) If, in the opinion of the Minister of Agriculture, Food and Rural Affairs, the Province does not receive the necessary appropriation from the Ontario Legislature for any payment under this Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
  - (i) Reduce the amount of Funds and, in consultation with the Recipient, change the Project without liability, penalty or costs; or
  - (ii) Terminate the Agreement pursuant to section A15.1 of Schedule "A" of this Agreement.

**A4.3 Use Of Funds And Project.** The Recipient will:

- (a) Only use the Funds being provided under this Agreement toward the Project;
- (b) Carry out and complete any Projects in accordance with the terms and conditions of this Agreement;
- (c) Use the Funds only for Eligible Costs that are necessary to carry out the Project; and
- (d) Not use the Funds for Ineligible Costs.

**A4.4 Interest Bearing Account.** If the Province provides Funds to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution. The Recipient will hold the Funds in trust plus any Interest Earned thereon for the Province until the Recipient needs the Funds for the Project.

**A4.5 No Provincial Payment Of Interest.** The Province is not required to pay interest on any Funds under this Agreement. For greater clarity, this includes interest on any Funds that the Province has withheld paying to the Recipient pursuant to a term or condition set out in this Agreement.

**A4.6 Rebates, Credits and Refunds.** The Recipient acknowledges and agrees that the amount of Funds available to it pursuant to this Agreement is based on the actual costs to the Recipient, less any costs, including taxes, for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund.

**A4.7 Maximum Funds.** The Recipient acknowledges and agrees that the Funds available to it pursuant to this Agreement will not exceed the Maximum Funds.

**A4.8 Project Financing.** The Recipient acknowledges and agrees that:

- (a) It is solely responsible for making any alternative arrangements that may be required to obtain additional financing for the Project in the event that its original financing situation changes;
- (b) It is solely responsible for covering any unapproved expenditures and cost overruns; and
- (c) It is solely responsible for securing any additional financing required to complete the Project.

- A4.9 No Changes To The Project.** The Recipient will not make any changes to the Project without the prior written consent of the Province.
- A4.10 Project Completion.** The Recipient will Substantially Complete the Project by the Project Completion Date.
- A4.11 Disposal Of Assets.** The Recipient will not, without the Province's prior written consent, sell, lease, encumber or otherwise dispose of any asset purchased, rehabilitated or built with the Funds or for which Funds were provided for a period of five (5) years after the date in which the Project was completed.
- A4.12 Funding, Not Procurement.** For greater clarity, the Recipient acknowledges and agrees that:
- (a) It is receiving Funds from the Province for the Project and is not providing goods or services to the Province; and
  - (b) The Funds the Province is providing under this Agreement is funding for the purposes of the PSSDA.

## **ARTICLE A5 ABORIGINAL CONSULTATION**

- A5.1 Provision Of Funds Dependent Upon The Province Meeting Its Duty To Consult Obligations.** The Recipient acknowledges and agrees that the provision of any Funds under this Agreement is strictly conditional upon the Province satisfying any obligations it may have to consult with and, if appropriate, accommodate any Aboriginal Group with an interest in the Project for the Project to proceed.
- A5.2 Recipient Is The Province's Delegate For Purposes Of Consultation With Aboriginal Groups.** By entering into this Agreement, the Province delegates the procedural aspects of any consultation obligations the Province may have with any Aboriginal Group in relation to the Project to the Recipient as set out in Schedule "G" of this Agreement. The Recipient, by signing this Agreement acknowledges that the Province has delegated the procedural aspects of any consultation obligations that the Province may have with any Aboriginal Group in relation to the Project and accepts said delegation and agrees to act diligently as the Province's delegate so as to preserve the Honour of the Crown in relation to any consultation obligations that the Province may have in relation to the Project.
- A5.3 Recipients Obligations In Relation To Consultations.** The Recipient will:
- (a) Be responsible for consulting with any Aboriginal Group that has an interest in the Project on behalf of the Province in accordance with Schedule "G" of this Agreement;
  - (b) Take directions from the Province in relation to consulting with any Aboriginal Group with an interest in the Project as well as any other directions that the Province may issue in relation to consultations, including suspending or terminating any Project in which Funds are directed; and
  - (c) Provide a detailed description of any actions it took in relation to consultation with any Aboriginal Group with an interest in the Project in its Reports.
- A5.4 Recipient Will Not Start Construction On Project Until Recipient Provides Evidence To The Province That Notice Of Project Has Been Given To Identified Aboriginal Groups.** Despite anything else in this Agreement, the Recipient will not commence or allow a third party to commence construction on any aspect of the Project for forty-five (45) Business

Days, or such other longer or shorter time as the Province may direct, after it has provided the Province with written evidence that the Recipient has sent notice about the Project to the Aboriginal Groups the Province has identified in accordance with Schedule "G" of this Agreement.

## **ARTICLE A6**

### **RECIPIENT'S ACQUISITION OF GOODS AND SERVICES AND DISPOSAL OF ASSETS**

- A6.1 Acquisition Of Goods And Services In Competitive Procurement Process.** The Recipient will acquire any goods and services for the Project through a transparent, competitive process that ensures the best value for any Funds expended and at no greater value than fair market value, after deducting trade discounts and/or other discounts available to the Recipient. Without limiting the generality of the foregoing, where the Recipient is a municipal entity to which the *MA* applies, the Recipient will follow its procurement policies required under the *MA*. Where the Recipient is a Local Services Board, the Recipient will obtain a minimum of three (3) written quotes for any goods or services exceeding twenty-five thousand dollars (\$25,000.00), unless the Province provides its prior written approval to obtain such goods or services in another manner. The Province may waive the requirements of this section A6.1 of Schedule "A" of the Agreement in writing if:
- (a) The goods or services the Recipient is purchasing are not readily available; or
  - (b) The Recipient has researched the market for a similar purchase within the last two (2) years and knows prevailing market costs for those good or services being purchased.
- A6.2 BPSAA.** For greater clarity, if the Recipient is subject to the *BPSAA* and there is a conflict between the *BPSAA* and a requirement under this Article A6 of the Agreement, the *BPSAA* will apply and prevail to the extent of that conflict.
- A6.3 Contracts.** The Recipient will ensure that all Contracts:
- (a) Are consistent with this Agreement;
  - (b) Do not conflict with this Agreement;
  - (c) Incorporate the relevant provisions of this Agreement to the fullest extent possible;
  - (d) Require that any parties to those Contracts comply with all Requirements of Law; and
  - (e) Authorize the Province to perform audits of the parties to those Contracts in relation to the Project or any Funds provided to those parties.
- A6.4 Use Of Consultants.** The Province recognizes and acknowledges that the Recipient may engage one or more Consultants for the purposes of carrying out the Project. The Recipient will have sole responsibility for hiring and terminating the employment of said Consultants. The Recipient further acknowledges and agrees that the Recipient will be responsible for all acts and actions of the Recipient's Consultants and that all such acts and actions will be treated as acts and actions of the Recipient for the purposes of this Agreement.
- A6.5 Trade Agreements.** If the Recipient is subject to any provincial or federal trade agreements to which the Province is a party, the Recipient will comply with the applicable requirements of such trade agreements. In particular, and without limitation, if the Recipient is subject to Annex 502.4 of the *Agreement on Internal Trade*, the Recipient will comply with all applicable requirements of Annex 502.4. In the event of any conflict between any requirement under Annex 502.4 and a requirement under this Article 6 of the Agreement, Annex 502.4 will apply and prevail to the extent of that conflict.

- A6.6 *Costs Of Contracts Not Awarded In Compliance With This Article May Be Deemed Ineligible.*** If the Province determines that the Recipient has awarded a Contract in a manner that is not in compliance with any requirement set out under this Article 6 of Schedule “A” of the Agreement, the Province may without liability, penalty or costs deem the costs associated with the Contract as being ineligible and will have no obligation to pay those costs.

## **ARTICLE A7 CONFLICT OF INTEREST**

- A7.1 *No Conflict Of Interest.*** The Recipient will ensure that any Person associated with the Project in whatever capacity carries out the administration of any Funds in all its aspects without an actual, potential or perceived Conflict of Interest.
- A7.2 *Disclosure To The Province:*** The Recipient will:
- (a) Disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived Conflict Of Interest; and
  - (b) Comply with any terms and conditions that the Province may impose as a result of the disclosure.

## **ARTICLE A8 REPORTS, RECORDS, INSPECTION, AUDITS AND THE PROVISION OF INFORMATION**

- A8.1 *Preparation And Submission.*** The Recipient will:
- (a) Submit to the Province at the address referred to in section C6 of Schedule “C” of this Agreement all Reports in accordance with the timelines set out in Schedule “I” of this Agreement and in the form specified by the Province;
  - (b) Ensure that all Reports are completed to the satisfaction of the Province; and
  - (c) Ensure that any compliance attestation that must be submitted with any Reports is completed and signed by the Recipient’s Administrative Officers/Clerk or Treasurer.
- A8.2 *Records Maintenance.*** The Recipient will keep and maintain:
- (a) All financial records, including invoices, relating to the Funds or otherwise to the Project in a manner consistent with generally acceptable accounting principles; and
  - (b) All non-financial documents and records relating to the Funds or otherwise to the Project in a manner consistent with all Requirements of Law,
- for a period of seven (7) years after the Expiration Date of this Agreement.
- A8.3 *Inspection.*** The Province, its authorized representatives or an independent auditor identified by the Province may, at its own expense, upon twenty-four (24) hours’ Notice to the Recipient during normal business hours, enter the Recipient’s premises or site of the Project to review the progress of the Project and the Recipient’s allocation and expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may take one or more of the following actions:
- (a) Inspect and copy the records and documents referred to in section A8.2 of Schedule “A” of this Agreement;
  - (b) Remove any copies made pursuant to section A8.3(a) of Schedule “A” of this Agreement from the Recipient’s premises; and
  - (c) Conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project or both.

- A8.4 Disclosure.** To assist in respect of the rights set out under section A8.3 of Schedule “A” of this Agreement, the Recipient will disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province and will do so in the form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.
- A8.5 No Control Of Records.** No provision of this Agreement will be construed so as to give the Province any control whatsoever over the Recipient’s records.
- A8.6 Auditor General.** For greater certainty, the Province’s rights under this Article of the Agreement are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the AGA.
- A8.7 Provision Of Information.** The Recipient will provide to the Province, within the time period set out in the Notice, such information in respect of this Agreement or the Project as the Province requests.

## **ARTICLE A9 COMMUNICATIONS**

- A9.1 Recipient To Follow Communications Protocol.** The Recipient will follow the Communications Protocol.
- A9.2 Publication By The Province.** The Recipient agrees the Province may, in addition to any obligations the Province may have under *FIPPA*, publicly release information under this Agreement, including the Agreement itself, in hard copy or in electronic form, on the internet or otherwise.

## **ARTICLE A10 ADDITIONAL PROVISIONS**

- A10.1 Additional Provisions.** The Recipient will comply with any Additional Provisions set out under Schedule “B” of this Agreement. In the event of a conflict or inconsistency between any of the requirements of the Additional Provisions and any requirements of this Schedule “A” of this Agreement, the Additional Provisions will prevail.

## **ARTICLE A11 DISCLOSURE OF INFORMATION PROVIDED TO THE PROVINCE**

- A11.1 FIPPA.** The Recipient acknowledges that the Province is bound by the *FIPPA*.
- A11.2 Disclosure Of Information.** Any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with *FIPPA* and any other Requirements of Law.

## **ARTICLE A12**

### **INDEMNITY, LIMITATION OF LIABILITY AND DUTY TO DEFEND**

- A12.1 Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all direct or indirect liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with this Agreement, unless solely caused by the gross negligence or wilful misconduct of the Province.
- A12.2 Exclusion Of Liability.** The Recipient acknowledges and agrees that in no event will the Province be liable for any general, compensatory, incidental, special or consequential damages, or any loss of use, revenue or profit by the Recipient or the Recipient's officers, servants, employees and agents arising out of or in any way related to this Agreement.
- A12.3 Recipient's Participation.** The Recipient will, at its expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.
- A12.4 Province's Election.** The Province may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of the Province under this Agreement, at law or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.
- A12.5 Settlement Authority.** The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of the Province. If the Recipient is requested by the Province to participate in or conduct the defence of any proceeding, the Province will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.
- A12.6 Recipient's Co-operation.** If the Province conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province to the fullest extent possible in the proceedings and any related settlement negotiations.

## **ARTICLE A13**

### **INSURANCE**

- A13.1 Recipient's Insurance.** The Recipient represents and warrants that it has, and will maintain for the for a period of ninety (90) days after the Province has approved the Recipient's Final Report attesting that the Project is complete, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than the amount set out under section C5 of Schedule "C" of this Agreement per occurrence. The policy will include the following:
- (a) The Indemnified Parties as additional insureds with respect to liability arising in the course or performance of the Recipient's obligations under, or otherwise in connection with, the Project or under this Agreement;

- (b) A cross-liability clause;
- (c) Contractual liability coverage;
- (d) Products and completed operations liability coverage;
- (e) Employer's liability coverage;
- (f) Tenant's legal liability coverage (for premises/building leases only); and
- (g) Non-owned automobile coverage with blanket contractual and physical damage coverage for hired automobiles; and
- (h) A thirty (30) day written notice of cancellation provision.

**A13.2 Proof Of Insurance.** The Recipient will provide the Province with certificates of insurance, or other proof as the Province may request within the time limit set out in that request, that confirms the insurance coverage as required under section A13.1 of Schedule "A" of this Agreement. For greater clarity, the Province may also request that the Recipient provide the Province with a copy of its insurance policy or insurance policies that relate to the Project.

**A13.3 Right Of "First Call" On Insurance Proceeds.** The Recipient will provide the Indemnified Parties with a right of "first call" or priority over any other person, including the Recipient, to use or enjoy the benefits of the proceeds from the insurance policy required under section A13.1 of Schedule "A" of this Agreement to pay any suits, judgments, claims, demands, expenses, actions, causes of action and losses (including without limitation, reasonable legal expenses and any claim for a lien made pursuant to the *Construction Lien Act* and for any and all liability, damages to property and injury to persons (including death)) that may be brought against the Indemnified Parties as a result of this Agreement.

## ARTICLE A14

### TERMINATION ON NOTICE

**A14.1 Termination On Notice.** The Province may terminate this Agreement at any time without liability, penalty or costs upon giving at least thirty (30) days' Notice to the Recipient.

**A14.2 Consequences Of Termination On Notice By The Province.** If the Province terminates this Agreement pursuant to section A14.1 of Schedule "A" of this Agreement, the Province may take one or more of the following actions:

- (a) Direct that the Recipient does not incur any costs for the Project that are Eligible Costs under this Agreement without the Province's prior written consent during the notice period set out under section A14.1 of Schedule "A" of this Agreement;
- (b) Cancel any further installments of the Funds;
- (c) Demand the repayment of any Funds, plus any Interest Earned thereon, remaining in the possession or under the control of the Recipient; and
- (d) Determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
  - (i) Permit the Recipient to offset such costs against any amount owing to the Recipient; and/or
  - (ii) Subject to section A4.2(e) of Schedule "A" of this Agreement, provide Funds to the Recipient to cover such costs.

## **ARTICLE A15**

### **TERMINATION WHERE NO APPROPRIATION**

**A15.1 Termination Where No Appropriation.** If, as provided for in section A4.2(e) of Schedule “A” of this Agreement, the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to this Agreement, the Province may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Recipient.

**A15.2 Consequences Of Termination Where No Appropriation.** If the Province terminates this Agreement pursuant to section A15.1 of Schedule “A” of this Agreement, the Province may take one or more of the following actions:

- (a) Cancel any further installments of the Funds;
- (b) Demand the repayment of any Funds, plus any Interest Earned thereon, remaining in the possession or under the control of the Recipient; and
- (c) Determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A15.2(b) of Schedule “A” of this Agreement.

**A15.3 No Additional Funds.** For greater clarity, if the costs determined pursuant to section A15.2(c) of Schedule “A” of this Agreement exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

## **ARTICLE A16**

### **EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT**

**A16.1 Events Of Default.** Each of the following events will constitute an Event of Default:

- (a) In the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of this Agreement:
  - (i) Carry out the Project,
  - (ii) Use or spend the Funds,
  - (iii) Provide any Reports required under this Agreement, or
  - (iv) The Recipient fails to follow any directions that the Province provides under this Agreement;
- (b) The Recipient has provided false or misleading information to the Province;
- (c) The Recipient is unable to continue the Project or the Recipient is likely to discontinue the Project;
- (d) The Recipient’s operations, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (e) The Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application or an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (f) The Recipient ceases to operate.

**A16.2 Consequences Of Events Of Default And Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) Initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) Provide the Recipient with an opportunity to remedy the Event of Default;
- (c) Suspend the payment of Funds for such a period as the Province determines appropriate;
- (d) Reduce the amount of Funds;
- (e) Cancel any further installments of the Funds;
- (f) Demand the repayment of any Funds plus any Interest Earned thereon remaining in the possession or under the control of the Recipient;
- (g) Demand the repayment of an amount equal to any Funds the Recipient used plus any Interest Earned thereon, but did not use in accordance with the terms and conditions of this Agreement;
- (h) Demand the repayment of an amount equal to any Funds the Province provided to the Recipient plus any Interest Earned thereon, even though the Project is partially completed; and
- (i) Terminate this Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

**A16.3 Opportunity To Remedy.** If, in accordance with section A16.2(b) of Schedule “A” of this Agreement, the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) The particulars of the Event of Default; and
- (b) The Notice Period.

**A16.4 Recipient Not Remediating.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A16.2(b) of Schedule “A” of this Agreement, and;

- (a) The Recipient does not remedy the Event of Default within the Notice Period;
- (b) It becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) The Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A16.2(a), (c), (d), (e), (f), (g), (h) and (i) of Schedule “A” of this Agreement.

**A16.5 When Termination Effective.** Termination under this Article A16 of Schedule “A” of this Agreement will take effect as set out in the Notice.

## ARTICLE A17 LOBBYISTS AND AGENT FEES

**A17.1 Lobbyists And Agent Fees.** The Recipient represents and warrants:

- (a) Any person hired by the Recipient to speak or correspond with any employee or other person representing the Province concerning any matter relating to any Funds under this Agreement or any benefit hereunder is registered, if required to register, pursuant to the *Lobbyists Registration Act, 1998*;
- (b) It has not and will not make a payment or other compensation to any other legal entity that is contingent upon or is calculated upon the provision of any Funds hereunder or negotiating the whole or any part of the terms or conditions of this Agreement; and
- (c) No money from the Province was used or will be used to lobby or otherwise secure the provision of any Funds in relation to this Agreement.

## **ARTICLE A18 FUNDS UPON EXPIRY**

**A18.1 Funds Upon Expiry.** The Recipient will, upon the expiry of the Agreement, return to the Province any unspent Funds plus any Interest Earned thereon remaining in its possession or under its control.

## **ARTICLE A19 REPAYMENT**

**A19.1 Repayment Of Overpayment.** If at any time during the Term of this Agreement the Province provides Funds in excess of the amount to which the Recipient is eligible to receive under this Agreement, the Province may:

- (a) Deduct an amount equal to the excess Funds plus any Interest Earned thereon from any further installments of the Funds; or
- (b) Demand that the Recipient pay an amount equal to the excess Funds plus any Interest Earned thereon to the Province.

**A19.2 Debt Due.** If, pursuant to this Agreement:

- (a) The Province demands the payment of any Funds plus Interest Earned or an amount equal to any Funds plus Interest Earned from the Recipient; or
- (b) The Recipient owes any Funds plus Interest Earned or an amount equal to any Funds plus Interest Earned to the Province, whether or not their return or repayment has been demanded by the Province,

such Funds plus Interest Earned or other amount will be deemed to be a debt due and owing to the Province by the Recipient and the Recipient will pay or return the amount to the Province immediately, unless the Province directs otherwise. For greater clarity, in the event that the Recipient makes an assignment, proposal, compromise or arrangement for the benefit of creditors or a creditor makes an application for an order adjudging the Recipient bankrupt or applies for the appointment of a receiver, this section A19.2 of Schedule "A" of this Agreement will not affect any Funds that the Recipient is holding in trust for the Province under section A4.4 of Schedule "A" of this Agreement.

**A19.3 Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

**A19.4 Payment Of Money To Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province at the address referred to in section C6 of Schedule "C" of this Agreement.

**A19.5 Repayment.** Without limiting the application of section 43 of the *FAA*, if the Recipient does not repay any amount owing under this Agreement, Her Majesty the Queen in Right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in Right of Ontario.

**A19.6 Funds Are Part Of A Social Or Economic Program.** The Recipient acknowledges and agrees that any Funds provided under this Agreement are for the administration of social or economic programs or the provision of direct or indirect support to members of the public in connection with social or economic policy.

## **ARTICLE A20**

### **NOTICE**

**A20.1 Notice In Writing And Addressed.** Notice will be in writing and will be delivered by email, postage-paid mail, personal delivery or fax and will be addressed to the Province and the Recipient respectively as set out in section C6 of Schedule “C” of this Agreement or as either Party later designates to the other by written Notice.

**A20.2 Notice Given.** Notice will be deemed to have been given:

- (a) In the case of postage-paid mail, five (5) Business Days after the Notice is mailed; or
- (b) In the case of email, personal delivery or fax, one (1) Business Day after the Notice is delivered.

**A20.3 Postal Disruption.** Despite section A20.2(a) of Schedule “A” of this Agreement, in the event of a postal disruption,

- (a) Notice by postage-paid mail will not be deemed to be received; and
- (b) The Party giving Notice will provide Notice by email, personal delivery or fax.

## **ARTICLE A21**

### **CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

**A21.1 Consent.** When the Province provides its consent pursuant to this Agreement, that consent will not be considered valid unless that consent is in writing and the person providing the consent indicates in the consent that that person has the specific authority to provide that consent. The Province may also impose any terms and conditions on the consent and the Recipient will comply with such terms and conditions.

## **ARTICLE A22**

### **SEVERABILITY OF PROVISIONS**

**A22.1 Invalidity Or Unenforceability Of Any Provision.** The invalidity or unenforceability of any provision in this Agreement will not affect the validity or enforceability of any other provision of this Agreement. Any invalid or unenforceable provision will be deemed to be severed.

## **ARTICLE A23**

### **WAIVER**

**A23.1 Waivers In Writing.** If a Party fails to comply with any term or condition of this Agreement that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A20 of Schedule “A” of this Agreement. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply. For greater clarity, where the Province chooses to waive a term or condition of this Agreement, such waiver will only be binding if provided by a person who indicates in writing that he or she has the specific authority to provide the waiver.

## **ARTICLE A24 INDEPENDENT PARTIES**

**A24.1 *Parties Independent.*** The Recipient acknowledges and agrees that it is not an agent, joint venturer, partner or employee of the Province and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is or take any actions that could establish or imply such a relationship.

## **ARTICLE A25 ASSIGNMENT OF AGREEMENT OR FUNDS**

**A25.1 *No Assignment.*** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under this Agreement.

**A25.2 *Agreement Binding.*** All rights and obligations contained in this Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

## **ARTICLE A26 GOVERNING LAW**

**A26.1 *Governing Law.*** This Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with this Agreement will be conducted in the Courts of Ontario, which will have exclusive jurisdiction over such proceedings.

## **ARTICLE A27 FURTHER ASSURANCES**

**A27.1 *Agreement Into Effect.*** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of this Agreement to their full extent.

## **ARTICLE A28 JOINT AND SEVERAL LIABILITY**

**A28.1 *Joint And Several Liability.*** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under this Agreement.

## **ARTICLE A29 RIGHTS AND REMEDIES CUMULATIVE**

**A29.1 *Rights And Remedies Cumulative.*** The rights and remedies of the Province under this Agreement are cumulative and are in addition to, and not in substitution of, any of its rights and remedies provided by law or in equity.

## **ARTICLE A30 JOINT AUTHORSHIP**

**A30.1 *Joint Authorship Of Agreement.*** The Parties will be considered joint authors of this Agreement and no provision herein will be interpreted against one Party by the other Party because of authorship. No Party will seek to avoid a provision herein because of its authorship through recourse to a third party, court, tribunal or arbitrator.

## **ARTICLE A31 FAILURE TO COMPLY WITH OTHER AGREEMENT**

**A31.1 *Other Agreements.*** If the Recipient:

- (a) Has committed a Failure;
  - (b) Has been provided with notice of such Failure in accordance with the requirements of such other agreement;
  - (c) Has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
  - (d) Such Failure is continuing,
- the Province may suspend the payment of Funds under this Agreement without liability, penalty or costs for such period as the Province determines appropriate.

## **ARTICLE A32 SURVIVAL**

**A32.1 *Survival.*** The provisions of this Agreement that by their nature survive the expiration or early termination of this Agreement will so survive for a period of seven (7) years from the Expiry Date expiry or date of termination. Without limiting the generality of the foregoing, the following Articles and sections, and all applicable cross-referenced sections and schedules will continue in full force and effect for a period of seven (7) years from the Expiry Date or the date of termination: Article A1 and any other applicable definitions, section A4.2(e), A4.7, section A5.2, Article A7, section A8.1 (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province), sections A8.2, A8.3, A8.4, A8.5, A8.6, Article A12, section A14.2, sections A15.2 and A15.3, sections A16.1, A16.2(d), (e), (f), (g) and (h), Article A18, Article A19, Article A20, Article A22, section A25.2, Article A26, Article A28, Article A29, Article A30, Article A31 and Article A32.

**A32.2 *Survival After Creation.*** Despite section A32.1 of this Agreement, section A8.2 of this Agreement, including all cross-referenced provisions and Schedules, will continue in full force and effect for a period of seven (7) years from the date in which that document or record referred to in section A8.2 of this Agreement was created.

**[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE “B” FOLLOWS]**

## **SCHEDULE “B” ADDITIONAL TERMS AND CONDITIONS**

- B1.1 *The Province May Impose Additional Conditions On The Recipient.*** The Province may impose, at any time, such additional terms or conditions on the Recipient in terms of the Recipient’s operations, behaviour or responsibilities that relate to the use of any Funds which the Province considers, acting reasonably, appropriate for the proper expenditure and management of the Funds. For greater certainty, any additional terms or conditions the Province may impose shall be supplements to the existing terms and conditions of this Agreement as opposed to amendments to the terms and conditions of this Agreement.
- B1.2 *Behaviour Of Recipient.*** The Recipient will carry out any Project to which Funds are directed in an economical and business-like manner, in accordance with the terms and conditions of this Agreement, subject to any additional conditions the Province may impose under section B1.1 of Schedule “B” of this Agreement or any reasonable amendments the Province may agree to or require from time to time in writing.
- B1.3 *New Information.*** In the event of new information, errors, omissions or other circumstances affecting the determination of the amount of any Funds being provided under this Agreement, the Province may, in its sole and absolute discretion, adjust the Funds being provided under this Agreement.

**[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE “C” FOLLOWS]**

## SCHEDULE “C” OPERATIONAL REQUIREMENTS UNDER THE AGREEMENT

- C1 *Effective Date.*** The Effective Date of this Agreement is the date in which the Province signs the Agreement.
- C2 *Expiration Date.*** Unless this Agreement is terminated earlier, this Agreement shall expire on March 31, 2020.
- C3 *Project Completion Date.*** The Project will be completed no later than December 31, 2018. For clarity this means Substantial Completion must have occurred.
- C4 *Submission Of Reports.*** All Reports under this Agreement will be submitted to the Province using the address supplied under section C6 of Schedule “C” or any other person identified by the Province in writing.
- C5 *Insurance Amount.*** The amount of insurance the Recipient will have for the purposes of section A13.1 of Schedule “A” of this Agreement no less than two million dollars (\$2,000,000.00).
- C6 *Providing Notice.*** All Notices under this Agreement will be provided to:

TO THE PROVINCE	TO THE RECIPIENT
Ministry of Agriculture, Food and Rural Affairs Rural Programs Branch 1 Stone Road West, 4NW Guelph, Ontario N1G 4Y2  Attention: Manager, Infrastructure Renewal Programs Fax: 519-826-3398 Email: OCIFApps@ontario.ca	The Corporation of the Township of Wilmot 60 Snyder's Road West Baden, ON N3A 1A1  Attention: Rosita Tse, Dir of Finance/Treasurer Fax: (519) 634-5522 Email: rosita.tse@wilmot.ca

or any other person identified by the Parties in writing.

**[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE “D” FOLLOWS]**

## **SCHEDULE “D” PROJECT DESCRIPTION**

The project is for the replacement of the Holland Mills Road Bridge with a two-lane structure engineered and designed to modern standards, and includes the removal of the existing deck, stringers, floor beams and trusses and installing a new superstructure on a new bridge foundation. Outputs: Asset has been renewed and meets any relevant conditions and regulatory approvals. Outcomes: Reduced risk of collapse or complete asset failure; Increased traffic safety and flow; Increased support for heavy goods traffic.

**[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE “E” FOLLOWS]**

## SCHEDULE “E” ELIGIBLE AND INELIGIBLE COSTS

**E1 Eligible Costs.** Subject to the terms and conditions of this Agreement and section E2 of this Schedule “E” of the Agreement, Eligible Costs shall only include all direct and incremental costs that are attributable to the development and implementation of the Project and are in the Province’s sole and absolute discretion, properly and reasonably incurred as well as necessary for the Project. Eligible Costs must also be actual, verifiable cash outlays to third party vendors that are documented through invoices, receipts or other records that are acceptable to the Province.

Without limiting the generality of the foregoing, Eligible Costs will only include the following:

- (a) The capital costs of constructing, rehabilitating, replacing or improving, in whole or in part, the tangible core infrastructure asset noted in the Project Description in Schedule “D” of the Agreement;
- (b) All planning and assessment costs, such as the costs of environmental planning, surveying, engineering, architectural supervision, testing and management consulting services;
- (c) The costs for permits, approvals, licences and other authorizing documents, as well as inspections and other fees directly attributable to obtaining a permit, approval, license or other authorizing document, provided those costs are directly attributable to the construction and implementation of Project,
- (d) The costs for consulting with an Aboriginal Group, including the Recipient’s legal fees, provided they are reasonable, on matters pertaining to the Project, including the translation of documents into languages spoken by the affected Aboriginal Group, but does not include any capacity-building funding unless specifically approved by Ontario in writing prior to being incurred;
- (e) The costs of Project-related signage, lighting, Project markings and utility adjustments;
- (f) The costs of joint communication activities, such as press releases, press conferences, translation and road signage recognition, as described in Schedule “G” of this Agreement; and
- (g) Other costs that are, in Ontario’s sole and absolute discretion, direct, incremental and necessary for the successful implementation of the Project, provided those costs have been approved by Ontario in writing prior to being incurred.

**E2 Ineligible Costs.** The following costs are Ineligible Costs and are therefore ineligible to be paid from the Funds being provided under this Agreement:

- (a) Costs incurred not in accordance with section A6.1 of Schedule “A” of this Agreement;
- (b) Costs incurred prior to July 4, 2016 or after the Project Completion Date;
- (c) Costs associated with the acquisition or leasing of:
  - (i) Land,
  - (ii) Buildings,
  - (iii) Equipment,
  - (iv) Other facilities, and
  - (v) Obtaining easements, including the costs or expenses for surveys, and includes real estate fees and other related costs;

- (d) Costs associated with moveable/transitory assets (e.g. portable generators, etc.) or rolling stock (e.g. trucks, graders, etc.)
- (e) Costs related to recreational trails.
- (f) Legal fees, other than those associated with consultation with Aboriginal Groups (provided such legal fees are reasonable;
- (g) Taxes, regardless of any rebate eligibility;
- (h) The value of any goods and services which are received through donations or in kind;
- (i) Employee wages and benefits, overhead costs as well as other direct or indirect operating, maintenance and administrative costs incurred by the Recipient for the Project, and more specifically, but without limiting the generality of the foregoing, costs relating to services delivered directly by permanent employees of the Recipient;
- (j) Unreasonable meal, hospitality or incidental costs or expenses of Consultants;
- (k) Costs associated with completing applications for the Ontario Community Infrastructure Fund;
- (l) Costs of accommodation for any Aboriginal Group; and
- (m) Costs incurred contrary to section A17.1 of Schedule "A" of this Agreement.

**E3** ***Costs Of Non-Arm's Length Parties.*** The costs or expenses of goods or services acquired from parties that are not Arm's Length from the Recipient must be valued at the cost of the supplying entity and shall not include any mark up for profit, return on investment or overhead costs and shall not exceed fair market value. The Province may not consider the eligibility of any of these costs unless access is provided to the relevant records of the supplying entity.

**[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE "F" FOLLOWS]**

## SCHEDULE “F” FINANCIAL INFORMATION

**F1 Maximum Funds.** Subject to the terms and conditions of this Agreement, Ontario will provide the Recipient with an amount up to One Million One Hundred and Ninety-eight Thousand One Hundred and Ninety-three Dollars (\$1,198,193) in Funds for Eligible Costs for the Project.

**Project’s Estimated Total Net Eligible Costs: \$1,541,300**  
(Original budget from application)

**Percentage of Provincial Support**

The Percentage of Provincial Support is fixed at Seventy-eight (78%) for the Term of the Agreement.

The percentage noted above is rounded to a whole number. Note that for payment purposes the percentage is calculated to 10 decimal places and is based on the Maximum Funds against the Project’s Estimated Total Net Eligible Costs as provided above.

“**Total Net Eligible Costs**” means all direct costs that are, in Ontario’s sole and absolute discretion, properly and reasonably incurred as per Schedule “E” of this Agreement by the Recipient under a contract for goods or services necessary for the implementation of the Project, less any HST rebate or any other rebates the Recipient has received, will receive or is eligible to receive from any government source.

**F2 Holdback.** The Province may withhold up to ten (10) percent from each payment of Funds the Province makes to the Recipient under this Agreement as a Holdback.

**F3 Provision Of Funds.** The Province will provide the Funds to the Recipient, subject to the terms and conditions of the Agreement, in accordance with the following:

### MILESTONE PAYMENT SCHEDULE

Project Milestone Payment	Recipient Expected Date
Milestone 1: Agreement Execution	March 15, 2017
Milestone 2: Submission and Acceptance of Revised Budget Report (Submitted after 70% of the Project costs are awarded)	February 12, 2018
Milestone 3: Submission and Acceptance of Final Report	March 1, 2019

MILESTONE PAYMENT	AMOUNT	REQUIRED DOCUMENTATION
Subject to the terms and conditions of the Agreement:	-	-
<b>Milestone 1:</b>  Execution of the Agreement by both Parties.	An amount up to fifty-five percent (55%) of the Maximum Funds	An executed Agreement and a Council by-law / Board resolution authorizing the Recipient's entry into the Agreement.
<b>Milestone 2:</b> Upon receipt and acceptance by Ontario of required reports.  If there is a variance between the date noted in Recipient Expected Date for Milestone 2 (noted above) and the actual date Milestone 2 will be submitted by the Recipient, notification must be provided as soon as possible to Ontario.	Provided it is not a negative figure, an amount up to seventy-five percent (75%) of either  (i) The Maximum Funds, less the amount paid at Milestone 1;  <b>or</b>  (i) An amount calculated by multiplying the percentage of Maximum Funds against the Recipient's Revised Total Net Eligible Costs, less the amount paid at Milestone 1.	Construction Contract Award Report as described in Schedule "I" of this Agreement  Revised Budget Report  Progress Report

<p><b>Milestone 3:</b> Upon receipt and acceptance by Ontario of the Final Report. The Final Report shall be submitted within sixty (60) Business Days of the completion of the Project and no later than February 15, 2019 whichever is earliest.</p> <p>If there is a variance between the date noted in Recipient Expected Date for Milestone 3 (noted above) and the actual date Milestone 3 will be submitted by the Recipient, notification must be provided as soon as possible to Ontario.</p>	<p>Using the same method of calculation as in Milestone 2,</p> <p>(i) The balance of the Funds, if any, to the limit of the Maximum Funds</p> <p style="text-align: center;"><b>or</b></p> <p>(ii) The balance, if any, of the Funds calculated by multiplying the Percentage of Provincial Support against the Recipient's Total Net Eligible Costs as certified in the Final Report,</p> <p>whichever aggregate amount is smaller.</p>	<p>Final Report</p>
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## SCHEDULE “G”

### ABORIGINAL CONSULTATION REQUIREMENTS

**G1.1 Purpose.** This Schedule sets out the responsibilities of the Province and the Recipient in relation to consultation with Aboriginal Groups on the Project, and to delegate procedural aspects of consultation from the Province to the Recipient.

**G1.2 Definitions.** For the purposes of this Schedule:

“**Section 35 Duty**” means any duty the Province may have to consult and, if required, accommodate Aboriginal Groups in relation to the Project flowing from section 35 of the *Constitution Act, 1982*.

**G2.1 The Province’s Responsibilities.** The Province is responsible for:

- (a) Determining the Aboriginal Groups to be consulted in relation to the Project, if any, and advising the Recipient of same;
- (b) The preliminary and ongoing assessment of the depth of consultation required with the Aboriginal Groups;
- (c) Delegating, at its discretion, procedural aspects of consultation to the Recipient pursuant to this Schedule;
- (d) Directing the Recipient to take such actions, including without limitation suspension as well as termination of the Project, as the Province may require;
- (e) Satisfying itself, where it is necessary to do so, that the consultation process in relation to the Project has been adequate and the Recipient is in compliance with this Schedule; and
- (f) Satisfying itself, where any Aboriginal or treaty rights and asserted rights of Aboriginal Groups require accommodation, that Aboriginal Groups are appropriately accommodated in relation to the Project.

**G3.1 Recipient’s Responsibilities.** The Recipient is responsible for:

- (a) Giving notice to the Aboriginal Groups regarding the Project as directed by the Province, if such notice has not already been given by the Recipient or the Province;
- (b) Immediately notifying the Province of contact by any Aboriginal Groups regarding the Project and advising of the details of the same;
- (c) Informing the Aboriginal Groups about the Project and providing to the Aboriginal Groups a full description of the Project unless such description has been previously provided to them;
- (d) Following up with the Aboriginal Groups in an appropriate manner to ensure that Aboriginal Groups are aware of the opportunity to express comments and concerns about the Project, including any concerns regarding adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to the Aboriginal Groups, and immediately advising the Province of the details of the same;
- (e) Informing the Aboriginal Groups of the regulatory and approval processes that apply to the Project of which the Recipient is aware after reasonable inquiry;
- (f) Maintaining the Aboriginal Groups on the Recipient’s mailing lists of interested parties for environmental assessment and other purposes and providing to the Aboriginal Groups all notices and communications that the Recipient provides to interested parties and any notice of completion;
- (g) Making all reasonable efforts to build a positive relationship with the Aboriginal Groups in relation to the Project;

- (h) Providing the Aboriginal Groups with reasonable opportunities to meet with appropriate representatives of the Recipient and meeting with the Aboriginal Groups to discuss the Project, if requested;
- (i) If appropriate, providing reasonable financial assistance to Aboriginal Groups to permit effective participation in consultation processes for the Project, but only after consulting with the Province;
- (j) Considering comments provided by the Aboriginal Groups regarding the potential impacts of the Project on Aboriginal or treaty rights or asserted rights, including adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to an Aboriginal Group, or on other interests, or any other concerns or issues regarding the Project;
- (k) Answering any reasonable questions to the extent of the Recipient's ability and receiving comments from the Aboriginal Groups, notifying the Province of the nature of the questions or comments received and maintaining a chart showing the issues raised by the Aboriginal Groups and any responses the Recipient has provided;
- (l) Where an Aboriginal Group asks questions regarding the Project directly of the Province, providing the Province with the information reasonably necessary to answer the inquiry, upon the Province's request;
- (m) Subject to section G3.1(o) of this Schedule "G" of the Agreement, where appropriate, discussing with the Aboriginal Groups potential accommodation, including mitigation of potential impacts on Aboriginal or treaty rights, asserted rights or associated interests regarding the Project and reporting to the Province any comments or questions from the Aboriginal Groups that relate to potential accommodation or mitigation of potential impacts;
- (n) Consulting regularly with the Province during all discussions with Aboriginal Groups regarding accommodation measures, if applicable, and presenting to the Province the results of such discussions prior to implementing any applicable accommodation measures;
- (o) Complying with the Province's direction to take any actions, including without limitation, suspension or termination of the Project, as the Province may require; and
- (p) Providing in any contracts with Third Parties for the Recipient's right and ability to respond to direction from the Province as the Province may provide.

**G3.2 Acknowledgement By Recipient.** The Recipient hereby acknowledges that, notwithstanding section A5.2 of the Agreement, the Province, any provincial ministry having an approval role in relation to the Project, or any responsible regulatory body, official, or provincial decision-maker, may participate in the matters and processes enumerated therein as they deem necessary.

**G3.3 Recipient Shall Keep Records And Share Information.** The Recipient shall carry out the following functions in relation to record keeping, information sharing and reporting to the Province:

- (a) Provide to the Province, upon request, complete and accurate copies of all documents provided to the Aboriginal Groups in relation to the Project;
- (b) Keep reasonable business records of all its activities in relation to consultation and provide the Province with complete and accurate copies of such records upon request;
- (c) Provide the Province with timely notice of any Recipient mailings to, or Recipient meetings with, the representatives of any Aboriginal Group in relation to the Project;
- (d) Immediately notify the Province of any contact by any Aboriginal Groups regarding the Project and provide copies to the Province of any documentation received from Aboriginal Groups;

- (e) Advise the Province immediately of any potential adverse impact of the Project on Aboriginal or treaty rights or asserted rights of which it becomes aware;
- (f) Immediately notify the Province if any Aboriginal archaeological resources are discovered in the course of the Project;
- (g) Provide the Province with summary reports or briefings on all of its activities in relation to consultation with Aboriginal Groups, as may be requested by the Province; and
- (h) If applicable, advise the Province if the Recipient and an Aboriginal Group propose to enter into an agreement directed at mitigating or compensating for any impacts of the Project on Aboriginal or treaty rights or asserted rights.

**G3.4 Recipient Shall Assist The Province.** The Recipient shall, upon request lend assistance to the Province by filing records and other appropriate evidence of the activities undertaken both by the Province and by the Recipient in consulting with Aboriginal Groups in relation to the Project, attending any regulatory or other hearings, and making both written and oral submissions, as appropriate, regarding the fulfillment of Aboriginal consultation responsibilities by the Province and by the Recipient, to the relevant regulatory or judicial decision-makers.

**G4.1 No Acknowledgment Of Duty To Consult Obligations.** Nothing in this Schedule shall be construed as an admission, acknowledgment, agreement or concession by the Province or the Recipient, that a Section 35 Duty applies in relation to the Project, nor that any responsibility set out herein is, under the Constitution of Canada, necessarily a mandatory aspect or requirement of any Section 35 Duty, nor that a particular aspect of consultation referred to in section G3.1 of this Schedule “G” of the Agreement is an aspect of the Section 35 Duty that could not have lawfully been delegated to the Recipient had the Parties so agreed.

**G5.1 No Substitution.** This Schedule shall be construed consistently with but does not substitute for any requirements or procedures in relation to Aboriginal consultation or the Section 35 Duty that may be imposed by a ministry, board, agency or other regulatory decision-maker acting pursuant to laws and regulations. Such decision-makers may have additional obligations or requirements. Nonetheless, the intent of the Province is to promote coordination among provincial ministries, boards and agencies with roles in consulting with Aboriginal Groups so that the responsibilities outlined in this Agreement may be fulfilled efficiently and in a manner that avoids, to the extent possible, duplication of effort by Aboriginal Groups, the Recipient, the Province, and provincial ministries, boards, agencies and other regulatory decision-makers.

**G6.1 Notices In Relation To Schedule.** All notices to the Province pertaining to this Schedule shall be in writing and shall be given sent to the person identified under section C6 of Schedule “C” of this Agreement.

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## SCHEDULE “H” COMMUNICATIONS PROTOCOL

**H1 Application Of Protocol.** This Protocol applies to all communications activities related to any funding the Recipient receives under this Agreement. Communications activities may include, but are not limited to:

- (a) Project signage
- (b) Media events and announcements, including news conferences, public announcements, official events or ceremonies, news releases
- (c) Printed materials
- (d) Websites
- (e) Photo compilations
- (f) Award programs
- (g) Awareness campaigns

**H2 Project Signage.** The Province may require that a sign be installed at the site of the Project. If the Recipient installs a sign at the site of a Project, the Recipient will, at the Province’s request, provide acknowledgement of the provincial contribution to the Project. Sign design, content and installation guidelines will be provided by the Province.

Where the Recipient decides to install a permanent plaque or other suitable marker with respect to a Project, it must recognize the provincial contribution to the Project and be approved by the Province prior to installation.

The Recipient is responsible for the production and installation of Project signage, unless otherwise agreed upon in writing prior to the installation of the signage.

**H3 Media Events.** The Province or the Recipient may request a media event, announcement or recognition of key milestones related to Project.

In requesting a media event or an announcement, the Party requesting the event will provide at least twenty-one (21) Business Days’ notice to the other Party of its intention to undertake such an event. The event will take place at a date and location that is mutually agreed to by the Parties. The Parties will have the opportunity to participate in such events through a designed representative. Each participant will choose its designated representative.

All joint communications material related to media events and announcements must be approved by the Province and recognize the funding provided by the Province.

Media events and announcements include but are not limited to:

- (a) News conferences
- (b) Public announcements
- (c) Official events or ceremonies
- (d) News releases

**H4 Awareness Of Project.** The Recipient may include messaging in its own communications products and activities with regards to the Project. When undertaking such activities, the Recipient will provide the opportunity for the Province to participate and will recognize the funding provided by the Province.

**H5     *Issues Management.*** The Recipient will share information immediately with the Province should significant emerging media, Project or stakeholder issues relating to a Project arise. The Province will advise the Recipient, when appropriate, about media inquiries concerning the Project.

**H6     *Communicating Success Stories.*** The Recipient agrees to communicate with the Province for the purposes of collaborating on communications activities and products including but not limited to success stories and features relating to the Project.

The Recipient acknowledges and agrees that the Province may publicize information about the Project. The Province agrees it will use reasonable efforts to consult with the Recipient about the Province's publication about the Project prior to making it.

**H7     *Disclaimer.*** If the Recipient publishes any material of any kind relating to the Project or the Ontario Community Infrastructure Fund, the Recipient will indicate in the material that the views expressed in the material are the views of the Recipient and do not necessarily reflect the Province's views.

**[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE “I” FOLLOWS]**

## SCHEDULE “I” REPORTS

- 11 Reports.** The Recipient will submit the following Reports in accordance with the reasonable directions provided by the Province by the date indicated in the chart immediately below and with such content as is satisfactory to the Province. The Province will provide the contents of the Report at a later date.

	Name of Report and Details Required	Due Date
1.	<b>Construction Contract Award Report</b> - a Report from council including a resolution or other municipal document recognizing the awarding of the Project tender(s)	Within fifteen (15) Business Days of a council resolution and no later than June 29, 2018.
2.	<b>Revised Budget Report</b> must be based on tenders awarded to complete the Project. The Recipient shall use the form provided by the Province.	Within fifteen (15) Business Days of a council resolution awarding the tender(s) and no later than June 29, 2018.
3.	<b>Progress Report</b> - The Recipient shall use the form provided by the Province.	Twice a year by May 15 and October 15 for the Term of the Agreement or until sixty (60) Business Days after the Project Completion Date. A Progress Report is also required as part of the submission for Milestone Two (2).
4.	<b>Final Report</b> - including statement of final incurred eligible expenses validated by invoices and/or payment certificates. The Recipient shall use the form provided by the Province.	Within sixty (60) Business Days of the Project Completion or no later than February 15, 2019 whichever is earliest.
5.	<b>Other Reports or information</b> as may be directed by Ontario from time to time, if any	On or before a date directed by Ontario.



# GRAND Actions

The Grand River watershed newsletter



January/February 2017 • Volume 22, Number 1

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### Cover photo

*Winning photo of a bald eagle at Wilkes Dam in Brantford.*

Photo by Anca Gaston.



## Beauty of Grand River watershed captured by photo contest winners

By **Lara Fox**,  
Communications Specialist

**M**ore photos than ever before — 624 — were submitted to the GRCA's 2016 photo contest.

The winners are people who combine their enjoyment of the outdoors with photography. The judges faced some challenges because there were many excellent submissions. The photos show the diversity of beautiful landscapes and recreational activities in the watershed. They are being used on the GRCA's website and in its publications.

### Grand Prize

Anca Gaston of Brantford is an avid amateur photographer, who enjoys capturing the natural beauty of the Grand River area.

She shot the grand prize photograph of a bald eagle when she was camouflaged behind tree

branches and saw the eagle in the Grand River near Brant Park.

"I noticed the female bald eagle soaring overhead with her sharp eyes focused on the river looking for fish. Spotting something, she quickly began her downward dive. As she approached the water's surface, however, it became clear to me that the fish had gotten away because she swiftly changed directions, rising up from the water before touching it," Gaston said.

The photo features the bald eagle in an upward flight position, displaying its powerful talons and spread tail feathers. Wilkes Dam and the Grand River are visible in the background. The photo also captures the return of bald eagles along the Grand River.

In addition to a \$500 gift certificate, Gaston won a pair of tickets to the National Geographic LIVE Series at Centre In The Square, Kitchener.



Eramosa River  
by Sherri Lovell



Happy squirrel  
by Brenda Lawlor

The first place prize in each category was \$250 and second place was \$100, also from a local camera retailer.

### River recreation

**Jean Lefebvre** of Waterloo, winner of the top prize in the river recreation category, is an avid paddler and a member of the Waterloo Wellington Canoe and Kayak Club.

"I like to get out and commune with nature, but my favourite activity is canoeing. Canoeing and photography are a great combination of interests, as one provides material for the other," he said. Lefebvre often paddles the Elora Gorge, where he can further develop his canoeing skills.

His winning photo shows his friend, Stephen Coutts of Guelph, poling a canoe down the Elora Chute.

Poling is a traditional, but now uncommon, technique involving standing in a canoe and using a long pole against the riverbed to travel up or down river.

"Stephen is the only canoe poler I know, though I've heard rumours of another existing somewhere in Ontario," Lefebvre said. "He is particularly skilled at guiding his canoe in this unusual way. It makes for a good photography subject."

A photo of a hiker at Shade's Mills Park taken by **Sigrid Rhodes** of Waterloo placed second. Rhodes is also an avid photographer and outdoor enthusiast, who takes her camera on outdoor adventures.

"I once saw a white robin, but I didn't have my camera with me. I vowed to never leave the house without it again. Now, I take my camera with me everywhere, even while kayaking," she said.

Rhodes and her husband, Ron, buy a Grand River Parks membership pass each year. "We live around the corner from Laurel Creek Park, but we love to explore other parks, too. With our membership, we pursue our hobbies such as bird watching, geocaching, kayaking and cross-country skiing," she said. "We photograph the trilliums in the spring, the lush green forests in the summer, the fall colours and finally the frozen lakes and snow in the winter."

The prize-winning photograph was shot on a beautiful spring day at Shade's Mills Park along the Toyota Way Trail.

In addition, honourable mentions in the

recreation category went to **Dan Baskin** for a photo of a kayaker on the Grand River and **Christina Hollingbury** for an image of a man and a boy fishing.

### Nature category winners

The GRCA was flooded with photos in this category, and the top prize went to **Sheri Lovell** of Rockwood for her photo of the Eramosa River as it flows through Rockwood Park. She never leaves home without her camera.

"My preferred focus is candid street photography and special events," she said. "But when you live in such a beautiful part



Poling paddler  
by Jean Lefebvre



Elora Quarry  
Ken Borghese

of Ontario, it is hard not to take advantage of the photo opportunities that abound here.

"I am fortunate enough to live in Rockwood, so if I see a dramatic sky developing, I know there will be a great photo op, and I can zip over to the park to try to capture it. That particular vantage point is one of my favourites," she said.

Lovell is a member of the Guelph Photographers Guild and encourages people of all skill levels, who are interested in photography, to join.

**Brenda Lawlor** of Cambridge is a self-taught photographer with a passion for the natural world, and her photo of a happy squirrel took second place.

"I began my photographic journey six years ago with a Nikon 3000, virtually no technical knowledge, and a desire to capture nature's beauty," she said. The photo was taken on a crisp November afternoon on the Speed River trail.

"I was attempting to capture blue jays and cardinals and was offering sunflower seed as payment. This young squirrel was an uninvited guest to my party, so I offered him his own portion of seed, off to the side," she said. "As I continued to photograph the birds, I glanced over and saw the squirrel happily feasting on the seed. Realizing this was the shot, I quietly and steadily got closer and closer and this was the end result."

Two photographers whose images won honourable mention prizes in this category were **Eric Bancroft** for a photo of a heron eating a fish and **Dan Baskin's** winter image of trees along the river.

### Panorama category

An image of the Elora Quarry gave **Ken Borghese** of Guelph first place in the

panorama category. Since retiring, he has joined both the Guelph Photographers Guild and the Guelph Wellington Seniors Association's Into Focus Photography Club.

"There is no subject on which I focus my hobby. I enjoy capturing photographs of everything and learning more every time I trip the shutter," Borghese said.

His Elora Quarry photo was captured on a busy summer afternoon. "My wife and I had heard of the consistent popularity of Elora Quarry Park and decided to see for ourselves," he said. "We were not disappointed."

Borghese shot from a vantage point where much of the quarry was visible and created the panorama by stitching 12 photographs together.

Oakville resident **Marc Cadranell** captured second place with his panorama of

Rockwood Park on a summer day. His photo is on the back page of this newsletter.

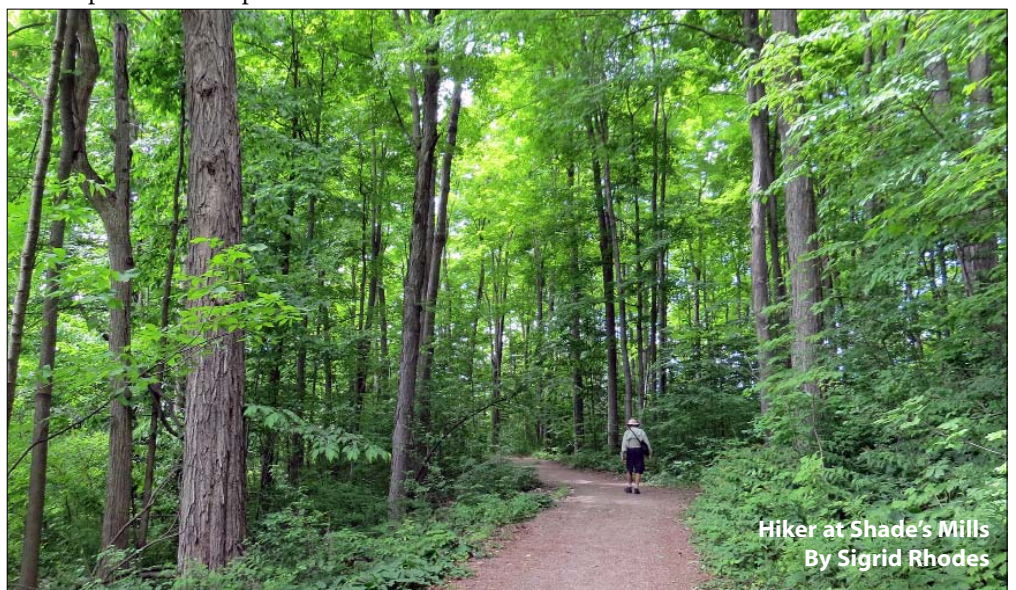
"I particularly like (the photo) because, if one looks carefully, there are a few canoes that emphasize the imposing beauty of the park," he said.

Born in the Democratic Republic of the Congo, he spent nearly 20 years in South Africa before immigrating to Canada in 1999 with his family. He and his family are avid weekend day-trippers during the summer.

"The area around us is so beautiful, varied and widespread that I suspect it will take us a while yet to cover it all," he said.

An honourable mention also went to a photo by **Sigrid Rhodes** in the panorama category for a photo of the pool at Byng Island Park.

The winning photos and a selection of contest entries may be viewed on Flickr: [www.flickr.com/grandriverconservation/](http://www.flickr.com/grandriverconservation/)



Hiker at Shade's Mills  
By Sigrid Rhodes

The category winners can be seen on these two pages, with the photo title and the photographer noted in the corner of the image. Another winner is on the back page.



Photo by Ann Schletz

In Mexico, trees are covered with monarch butterflies in early winter.

# Monarchs, milkweed and Mexico

**By Ann Schletz**  
GRCA Resource Interpreter

While I stood under the oyamel fir trees of Mexico with monarchs floating all around last January, I realized that this amazing butterfly migration is at risk of disappearing forever.

It starts with a tiny egg laid on the bottom of a milkweed leaf in many places in North America, including the Grand River watershed, and ends in Mexico after a journey of over 4,000 km.

Monarch butterflies leave Ontario in the fall, and in two months they reach the mountains of Michoacan, Mexico, where millions gather to hibernate.

I took a monarch adventure in January, 2016 to the mountain town of Angangueo, in central Mexico. On Nov. 1 the insects pour up the main street and come to rest to the very trees that their ancestors occupied the previous year.

The locals believe that butterflies are the souls of loved ones who have passed away —

because they arrive in this Mexican town on the Day of the Dead.

The largest and most famous of the monarch sanctuaries, El Rosario, is in a forest. The first monarchs our group came upon were lying dead on the ground — victims of predators. The black-backed grosbeak, black-headed orioles and black-eared mice have each devised an ingenious method of dealing with the toxin found in the monarchs.

It took a while for our group to realize that the towering oyamel fir trees around us were covered in butterflies. We saw trees with drooping branches and somewhat fuzzy bark. It took a closer look to see that entire trees were covered with monarchs from top to bottom.

## Migration takes generations

The butterflies that leave Ontario in the autumn don't make the return journey north. Instead, after their winter in Mexico, they fly as far as Texas and lay eggs on newly



Photo by Katrina Musselman

Monarch butterflies can't survive without milkweed. They lay eggs on the leaves, which are then eaten by the caterpillars. You can plant milkweed on your property to help monarchs as well as other pollinators. This photo was submitted to the GRCA photo contest.

emerged milkweed.

The third and fourth generations will continue the journey back to Ontario.

### Scientists study migration

Scientists are still trying to understand this amazing migration. Recent research indicates that the butterflies contain magnetite — a magnetic mineral — that attracts them to the volcanic belt of Mexico.

In Ontario, the monarch is a species of special concern, meaning they may become threatened or endangered due to a combination of biological characteristics and identified threats. It faces many challenges during its migration, including lack of food plants, climate change and illegal logging in the forests of Mexico.

The World Wildlife Fund works with farmers in Mexico to help stop illegal logging in the mountains where the monarchs hibernate. A grassroots movement is creating nectar gardens and milkweed nurseries along the migration route.

### Climate change and lost habitat

Climate change disrupts the monarch's migration by changing weather patterns along the route and in their wintering grounds. The lack of food plants along the migration route is likely the most difficult challenge the monarchs face.

Without milkweed for their young to feed on and without nectar-rich plants during the fall migration, the sight of a monarch butterfly visiting summer flowers in your Ontario garden may be a thing of the past.

If you are interested in helping this species of special concern, consider planting a milkweed patch in your yard and plant nectar-rich native flowers like goldenrod to provide fuel for the long journey south.

*Tours of the monarch sanctuaries are organized through the travel partner of WWF, Natural Habitat Adventures. Tours can also be arranged by individual travellers, if they are travelling independently.*

#### Monarch information

World Wildlife Fund

[www.wwf.ca/conservation/species/monarch\\_butterfly](http://www.wwf.ca/conservation/species/monarch_butterfly)

Follow the migration as it happens and participate in citizen science projects:

[www.learner.org/jnorth/monarch](http://www.learner.org/jnorth/monarch)

## Pioneering geologist Dr. Paul Karrow receives 2016 award

By Janet Baine

GRCA Communications Specialist

**D**r. Paul Karrow has made a 60-year career out of digging into the ground beneath his feet to reveal the history of sediment — information that helps decision makers plan for the future.

This distinguished professor emeritus at the University of Waterloo was among those who received a 2016 Watershed Award from the GRCA.

His career as a geologist began in his undergraduate years when summer jobs meant that he was taking airplanes to different provinces, living in a tent and learning to paddle a canoe. The outdoor life was good for him and he loved it.

After six years employed as a geologist for the Ontario government, Dr. Karrow took a position in the civil engineering department at the University of Waterloo. From there, he developed the geology department that became Earth and Environmental Sciences.

### Understanding how water moves

With help from his students, Karrow mapped the surface geology in much of the Grand River watershed. Travelling by truck, they stopped every kilometre or so to dig into the ground. They were checking to see whether the sediment at that location was clay, sand, silt, gravel or other materials. In this way, they characterized the array of sediments that lie on top of the bedrock. Karrow's work as a sedimentary geologist extended well beyond the Grand River to other parts of Canada.

"Understanding the underlying geology in a watershed is fundamental to understanding and modelling how water flows through and infiltrates into the landscape," said Dwight Boyd, the GRCA's Director of Engineering, who has a strong appreciation for the work that Karrow has done.

In addition, he taught and mentored many geology students. He also worked closely with the geologist who recently updated the surface geology and created 3D geology mapping of the Waterloo moraine.

"His guidance and never-ending patience

### TAKING ACTION

has enabled many students to build upon his work," said his former student Cam Baker, who was a manager at the Ontario Geological Survey for many years and now works at Matrix Solutions Inc.

During his career, Karrow has published close to 300 peer-reviewed papers, books and maps and inspired many of the staff at the Ontario Geological Survey.

Although he retired in 1999, Karrow still publishes papers and has several projects on the go. Most days of the week he can be found in his office at the University of Waterloo.

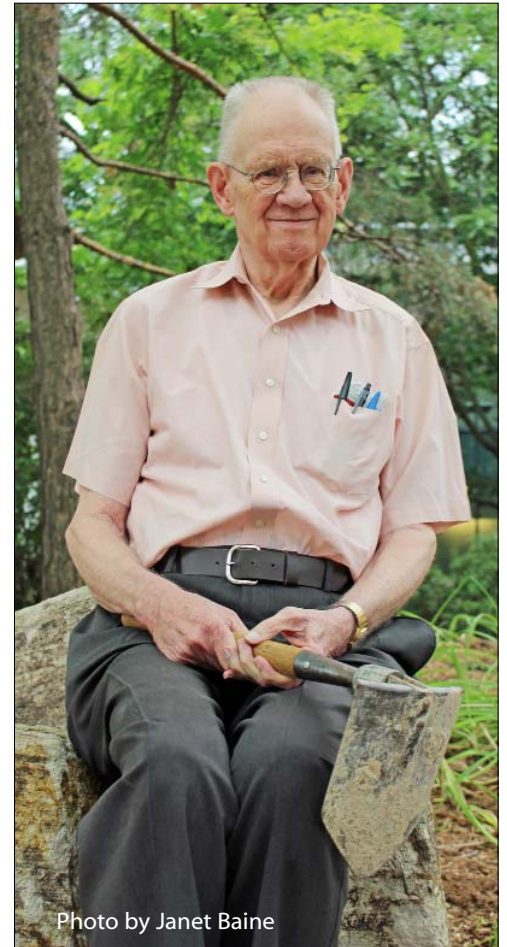


Photo by Janet Baine

Pioneering geologist Dr. Paul Karrow holds the tool that he used to find out what sediment lays below the surface across the watershed.

# Counting birds in winter

## Results of Christmas Bird Count

More than a hundred volunteers gathered to participate in the annual Christmas Bird Count that is organized by Bird Studies Canada.

Co-ordinators organized bird counts in Brantford, Cambridge, Guelph, Kitchener and Linwood.

"Bird counts such as this show trends that are likely due to climate change and the Emerald Ash Borer," said GRCA ecologist Tony Zammit, who led a group during the Cambridge bird count.

Generally, birders found a record number of bald eagles, woodpeckers, doves and robins this year.

Species that are on the decline included the great horned owl and ruffed grouse.

The Cambridge birders spotted long-eared owls, a long-tailed duck and a fox sparrow. These are special birds that are rarely seen in Cambridge.

Any time of the year, bird sitings can be viewed and posted on [www.ebird.org](http://www.ebird.org).

## Great Backyard Bird count Feb. 17-20

The next national birding event is the Great Backyard Bird Count that takes place Feb. 17 to 20.

This is an annual four-day event that engages birdwatchers of all ages across North America in counting birds to create a real-time snapshot of trends in species.

Anyone can participate, from beginners to experts. You can count for as little as 15 minutes on a single day, or for as long as you like each day of the event. It's free, fun, and easy — and it helps the birds.

It's as simple as counting the birds at a location near you, estimating how many birds you saw of each species, and filling out an online checklist on the Great Backyard Bird Count website. As the count progresses, you can visit the GBBC website to view results and share photographs.

More information about this and details about how to join are available on [www.gbbs.birdcount.org](http://www.gbbs.birdcount.org).



Photo by Dan Baskin

Winter is a great time for birding.

## Keeping cats and birds safe

With the screech of tires, someone's family cat is lying dead on the road.

A tragedy like this can strike at any moment.

A national organization called Cats and Birds is working to keep both cats and birds safe. They are asking cat owners to keep their pets inside or on a leash, and they have a section of their website devoted to information about this.

Concern for the declining bird populations in Canada is a big impetus for this program and Ontario Nature is a partner. Guelph is one place where volunteers are actively informing the public about this issue.

Cats kill between 100 million and 350 million birds per year in Canada, 38 per cent of those by pet cats and the rest by feral cats, according to Environment Canada. Many bird species in the Grand River watershed are in decline, and keeping cats away from birds is an important act of stewardship.

The research identifies 115 of 468 species that regularly occur in Canada are vulnerable to cats because of their nesting or feeding behaviour. Birds that rarely go to the ground because they forage in trees were not considered vulnerable.

There are more than 25,000 feral cats in Norfolk County, south of Brantford, according to an estimate by the humane society, so these free-ranging cats are also a serious problem for birds.

For more information on how to keep both cats and birds safe, see

[www.catsandbirds.ca](http://www.catsandbirds.ca)



Photo by Denise Fell

Volunteers from across the watershed joined the 117th Christmas Bird Count to help track changing trends in bird species. Pictured here is Team Falcon, led by Mike Cadman and Bryan Wyatt, two extraordinary birders in Guelph. They are looking for birds by Guelph Lake Dam. This event was hosted at the Guelph Lake Nature Centre in early January. About 25 kids participated.

# How to harness billions of tiny creatures to grow great food

By Karen Buschert

Conservation Outreach Specialist

**D**id you know that one teaspoon of soil contains up to one billion living things?

They are part of a vast web of microscopic life that keeps soil healthy. In fact, they all live in only three to five per cent of the soil that makes up the organic matter.

Organic matter also includes the dead and decomposing plants and animals that form the basis of the soil food chain. High levels of organic matter in soil contribute to healthy plants.

Hiding in that small teaspoon is an entire ecosystem that is made up of:

## Bacteria

These tiny organisms eat the dead and decomposing organic matter in the soil and help recycle the nutrients. They allow the nutrients to be used over and over by living plants and animals.

## Fungi

Look in the soil for long, hair-like threads that are often attached to plants. These fungi can fill many different roles, depending on the species. Some are joined to living plants. Others are decomposers which feed on dead and decaying plants and animals.

Fungi often form a symbiotic relationship with plants and supply nutrients to plant roots by mining the nearby soil for nutrients, while plants convert the sun's energy into simple sugars that are fed to the fungi.



photo by Karen Buschert

Three to five per cent of the soil in a teaspoon is organic matter that contains a billion micro organisms.

## DID YOU KNOW

### Protozoa

These highly mobile micro-organisms sometimes look like Pac-Man, hoovering up nearby bacteria. They are active when soil is moist and live in tiny wet pockets between soil particles under the soil surface.

### Nematodes

Some worms are so tiny that they are invisible without a microscope. Depending on the species, these nematodes feed on fungi, bacteria and protozoa. Some are beneficial, while others can be crop pests.

### How to grow healthy food

This microscopic food chain provides an important link to healthy plant growth.

Whether you are a large-scale farmer or a backyard gardener, the same principles of healthy soil apply. The more diverse the microscopic food chain, the more it can nourish plants.

**Reducing disturbance** to soil is one way to keep it healthy. Till or turn it over as little as possible to keep the microscopic ecosystem intact.

**Keep soil covered**, using mulch, dense crop plantings or a cover crop is also important. This reduces the chance of soil washing away in heavy rain. Cover crops feed the soil microbiology and help hold moisture in the soil. Bare soil is more likely

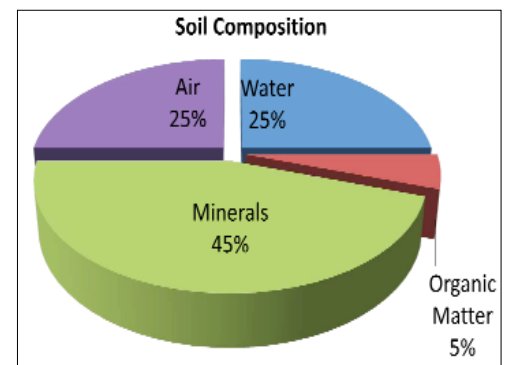


Photo by Christine George

A nematode, shown here as seen under a microscope, is a tiny worm.

to dry up, preventing microbes from thriving.

Understanding soil ecology and putting that knowledge into practice will improve the health of whatever plants you grow, transforming that teaspoon of soil into healthy food for you and your family.



## Trees Workshop March 4

**T**he Managing Trees on your Property Workshop will answer questions landowners have about trees and help them to develop skills and strategies to maintain and improve their trees.

The free day-long event is on Saturday, March 4, 9 a.m. to 2:30 p.m. at the GRCA head office, 400 Clyde Rd., Cambridge.

GRCA forestry staff, along with experts from Pollination Guelph and other agencies will speak about tree-related topics. Local tree and restoration companies will also exhibit products and services. Funding information will also be available.

For information and registration, visit <https://managingtrees.eventbrite.ca>, email [ruralwater@grandriver.ca](mailto:ruralwater@grandriver.ca), or call 519-621-2763 x 2262.



Photo by Marc Cadranet

## THE GRAND CALENDAR

### A Ripple Effect: Guelph Civic Museum, Jan. 28 to Sept. 10

A Ripple Effect examines Canadians' relationship with fresh water by focusing on the Thames, Speed, and Eramosa rivers. Organized under the themes of work and play, the exhibition explores the ways in which we have used fresh water for domestic and industrial pursuits. For more information see [www.guelphmuseums.ca](http://www.guelphmuseums.ca)

### Heritage Day Workshop, Feb. 15 to 17

The Heritage Day Workshop is a three-day gathering showcasing the Mississaugas of the New Credit First Nation, their lands, their waters and their people.

The GRCA's Heritage Working Group is marking its 20-year Heritage Day anniversary through a unique partnership with the Mississaugas of the New Credit First Nation.

The three-day celebration will feature more than 20 indigenous and non-indigenous speakers. The gathering is being held at the Mississaugas of the New Credit First Nation community centre. Email [Historical.Gatheirng@outlook.com](mailto:Historical.Gatheirng@outlook.com) or call 905-768-0100 to reserve. Space is limited.

### Pinehurst Lake Family Ice Fishing Day, Feb. 20

Try ice fishing 8 a.m. to 2 p.m. Equipment and bait will be available for new anglers, but there is a limited supply. There are prizes. A fishing licence is not needed for

Canadian residents, because it is licence-free Family Fishing Weekend. There will be hikes and other family activities. Ice fishing is weather dependent. Call the parks at 519-442-4721 to check conditions.

### Guelph Lake Sled Dog Race, Feb. 25-26

Whether you are an experienced musher, a novice or are simply interested in experiencing the spectacle of sled dog racing, check out the Guelph Lake Sled Dog Race. The inaugural race is perfect for first time spectators. For more information, check [www.glsdr.ca](http://www.glsdr.ca). The price is \$10 per vehicle.

### Order trees from the GRCA before March 1

Landowners can order trees to be planted on their own properties of 2.5 acres or more (exclusive of buildings) from the GRCA until March 1. Orders must be for 200 seedlings or 20 saplings or more. For more information, or to arrange a visit to your property, check [www.grandriver.ca/trees](http://www.grandriver.ca/trees), email [trees@grandriver.ca](mailto:trees@grandriver.ca) or call 519-621-2763 and ask for a forestry specialist.

### Campsite reservation system opens March 1

The campsite reservation system begins taking reservations for all Grand River Parks online at [www.grcacamping.ca](http://www.grcacamping.ca) or 1-877-558-GRCA (4722). Online reservations for Hillside Festival will be taken Feb. 28.

This Rockwood Park photo won second place in the panorama category in the GRCA photo contest. Read more on page 3.

## About Grand Actions:

*This newsletter is produced several times a year by the Grand River Conservation Authority.*

### More information:

Current and back issues as well as complete subscription information is available online at [www.grandriver.ca/GrandActions](http://www.grandriver.ca/GrandActions).

### Submission deadlines:

The 15th of February, April, June, August, October and December. Submissions may be edited for length or style. Photos and event information is also welcome. We do our best to publish items, but we are not able to guarantee publication.

### To subscribe by e-mail:

[GrandActions-subscribe@grandriver.ca](mailto:GrandActions-subscribe@grandriver.ca)

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Reply to: Barbara McLeod  
Barb.mcleod@wilmot.ca

Wednesday, February 22, 2017

Her Majesty Queen Elizabeth II  
Buckingham Palace  
London SW1A 1AA  
United Kingdom

Madam:

On behalf of Your Majesty's citizens of The Corporation of The Township of Wilmot in Baden, Ontario, Canada, we convey our sincere congratulations of Your Majesty's Sapphire Jubilee, recognizing your sixty five year service as sovereign on February 6<sup>th</sup>, 2017. This remarkable reign is deserving of global acknowledgement and Wilmot Township is honoured to be part of the tribute. As well, we send our felicitations and support for Your Majesty's continuing reign as Queen of Canada and the Commonwealth of Nations.

We have the honour to remain Madam, Your Majesty's most humble  
and obedient servants,

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Mayor Les Armstrong,  
On behalf of  
The Corporation of The Township of Wilmot Council and Staff

**THE CORPORATION OF THE TOWNSHIP OF WILMOT**

**BY-LAW NO. 2017- 10**

**BY-LAW TO APPOINT A TREASURER FOR THE  
CORPORATION OF THE TOWNSHIP OF WILMOT**

**WHEREAS** Section 286 (1) of the Municipal Act, S.O. 2001, c. 25. requires a municipality to appoint a Treasurer,

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

1. That Patrick Kelly is hereby appointed as the Treasurer of the Township of Wilmot.
2. That the powers and duties of said Treasurer shall be as set out respectively under the provisions of the Municipal Act and the regulations authorized hereby and every other Act and the regulations thereby and in addition, the by-laws of the Corporation of the Township of Wilmot.
3. That in addition to the duties required to be performed under any statute, the Treasurer shall perform such other duties as may, from time to time, be assigned to the Treasurer by by-law of Council.
4. That By-law No. 2005-72 is hereby repealed.
5. That this By-law shall take effect and come into force on the date of passage.

**READ** a first and second time this 6th day of March, 2017.

**READ** a third time and finally passed in open Council this 6th day of March, 2017.

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**Mayor**

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**Clerk**

**THE CORPORATION OF THE TOWNSHIP OF WILMOT**

**BY-LAW NUMBER 2017-11**

**BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO ENTER INTO A  
CONTRIBUTION AGREEMENT BETWEEN THE CORPORATION OF THE TOWNSHIP OF  
WILMOT AND HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY  
THE MINISTER OF AGRICULTURE, FOOD AND RURAL AFFAIRS**

**WHEREAS** the Municipal Council of the Corporation of the Township of Wilmot is desirous of entering into an Agreement, a copy of which is attached as Schedule “A” to the By-law.

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

1. That the Ontario Community Infrastructure Fund Application Based Component Agreement between the Corporation of the Township of Wilmot and Her Majesty the Queen in the right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs, and as more particularly set forth in Schedule “A” attached to this By-law be hereby accepted and approved.
2. That the Mayor, Les Armstrong and Director of Clerk’s Services, Barbara McLeod are hereby authorized to execute under seal the said Agreement and all other documents and papers relating to this transaction.

**READ** a first, second and third time this 6<sup>th</sup> day of March, 2017.

**READ** a third time and finally passed in Open Council this 6<sup>th</sup> day of March, 2017

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Mayor

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Director of Clerk’s Services

## TOWNSHIP OF WILMOT

### BY-LAW NO. 2017-12

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

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

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

1. That the lands described on Schedule "A" and illustrated on Schedule "B" attached to and forming part of this by-law, may be used for the following use in addition to the uses permitted in Section 14.1 of By-law No 83-38, as amended:
  - a) assembly of wood products.
2. Notwithstanding the provisions of By-law 83-38, as amended, assembly of wood products shall exclude wood restoration or finishing (including activities such as wood stripping or cleaning, painting, staining, lacquering or varnishing) and the laminating or application of wood veneer (the use of large amounts of glue and the solvents to clean them) .
3. Except as amended by the preceding regulations, the lands described on Schedule "A" attached to and forming part of this by-law and shown on Schedule "B" attached to and forming part of this by-law, shall be subject to all other applicable regulations as set down in By-law No. 83-38, as amended.
4. This by-law shall come into effect on the final passing thereof by the Council of The Corporation of the Township of Wilmot subject to compliance with the provisions of The Planning Act, R.S.O., 1990 and amendments thereto.

READ a first and second time on the 6<sup>th</sup> day of **March, 2017**.

READ a third time and finally passed in Open Council on the 6<sup>th</sup> day of **March, 2017**.

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MAYOR

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CLERK

**SCHEDULE "A"**

**ALL AND SINGULAR** that certain parcel or tract of land and premises situate, lying and being in the Township of Wilmot, in the Regional Municipality of Waterloo and Province of Ontario being composed of Part of Lot 13, Concession North of Snyder’s Road, being Parts 1 and 2, Plan 58R-2581.

This is Schedule "A" to By-law No. **2017-12**.

PASSED this **6<sup>th</sup>** day of **March, 2017**.

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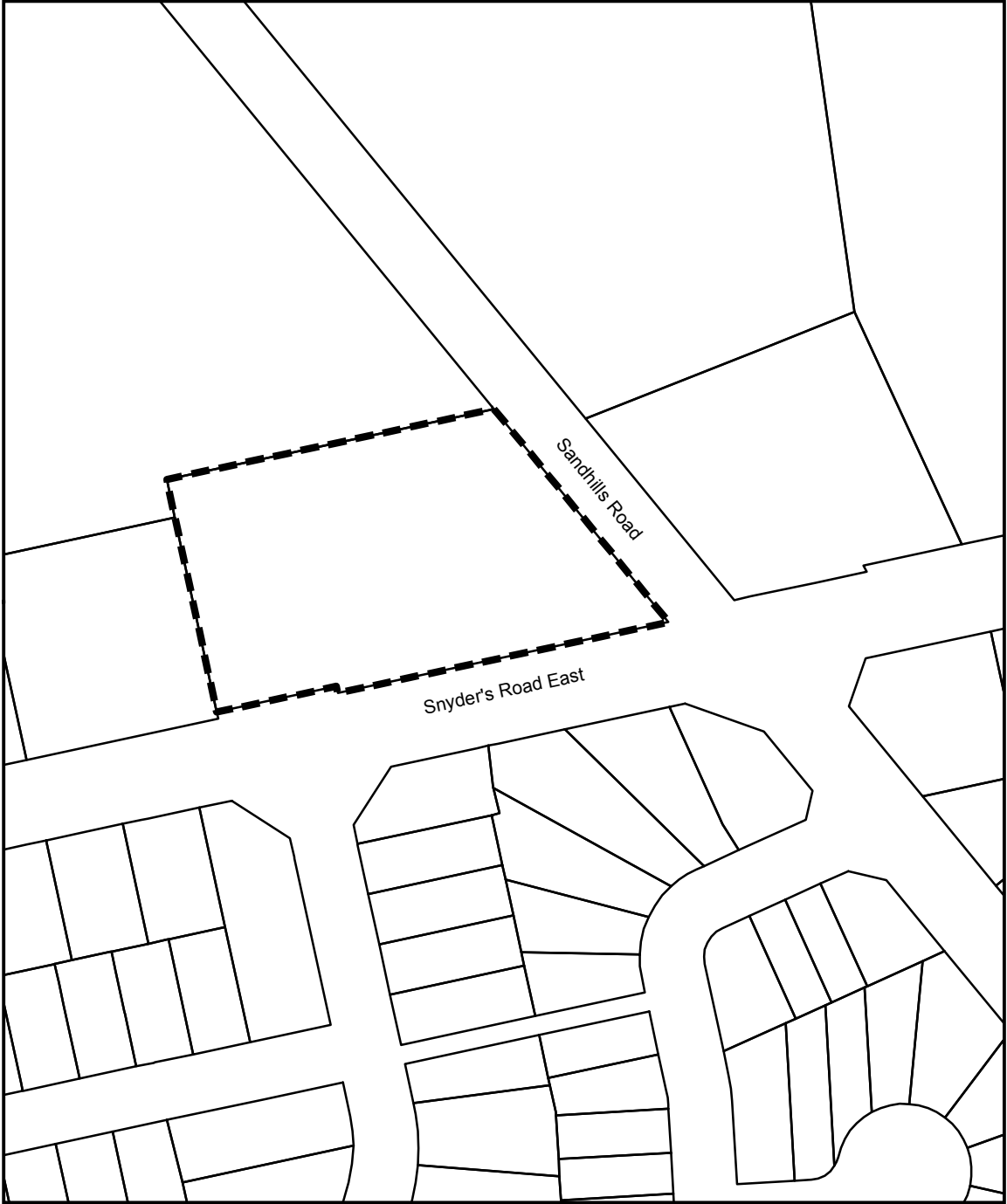
MAYOR

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CLERK

SCHEDULE "B"  
PART OF LOT 13 CONCESSION NORTH OF SNYDER'S ROAD  
PART 1 AND 2, PLAN 58R-2581  
TOWNSHIP OF WILMOT

SUBJECT LANDS OUTLINED THUS: - - - - -



THIS IS SCHEDULE "B" TO BY-LAW NO. 2017-12  
PASSED THIS 6TH DAY OF MARCH, 2017.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK

