



## **Council Meeting Revised Agenda**

### **Council Meeting**

**Monday, September 29, 2025**

**6:30 p.m.**

**Council Chambers - Hybrid**

**60 Snyder's Road West**

**Baden, Ontario**

**N3A 1A1**

This meeting will be held in-person and electronically in accordance with Section 238 (3.3) of the Municipal Act, 2001. Please subscribe to the Township of Wilmot You Tube Channel to watch the live stream or view after the meeting.

Delegations must register with the Legislative Services Division. The only matters being discussed at this meeting will be those on the Agenda.

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

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#### **Pages**

#### **1. CALL TO ORDER**

##### **RECOMMENDATION**

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

#### **\*2. CLOSED SESSION**

##### **RECOMMENDATION**

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

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

#### **\*3. RECONVENE INTO OPEN SESSION**

##### **RECOMMENDATION**

THAT Council reconvenes in Open Session at X:XX p.m.

#### **4. TERRITORIAL LAND ACKNOWLEDGEMENT**

Mayor N. Salonen will read the Territorial Land Acknowledgment.

## 5. ADDITIONS TO THE AGENDA

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

- Item 2 Closed Session
- Item 3 Reconvene into Open Session
- Item 9.2.1 Specific Interest Delegation
  - Barry Wolfe, Item 12.1- COR-2025-46 - Mayoral Direction 2025-01 Council Remuneration Review
- Item 10.2 Correspondence from Steve Drudge regarding the Region of Waterloo Municipal Speed Camera Program
- Item 11.2 Report COR-2025-49 - Disposition of Land - Former Coal Lane (Beck Street)
- Item 12.4 Report IS-2025-39 Sidewalk Policy Update
  - Revisions made to the Staff Report
- Item 12. Report COR-2025-46 Mayoral Direction 2025-01 Council Remuneration Review moved to Reports
- Item 13.5 By-law 2025-58 Appoint Acting Deputy Treasurers
  - Revisions made to By-law to appoint Harold O'Krafka
- Item 13.6 By-law 2025-64 Authorize an Agreement of Purchase and Sale with Schnurr Home Builders Inc. for Former Coal Lane on Beck Street in Baden
- Item 13.7 By-law 2025-65 Deem Parts of Registered Plan 627 and 633 not to be Registered Plan

## 6. ADOPTION OF THE AGENDA

### RECOMMENDATION

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

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

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

## 8. MINUTES OF PREVIOUS MEETINGS

### RECOMMENDATION

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

## 9. DELEGATIONS

Pursuant to Council's Procedural By-law, delegations are permitted to address Council for a maximum of seven (7) minutes. General Interest Delegation are included below. Only three General Interest Delegations are permitted at each Regular Council Meeting. General Interest Delegations must register by noon on the Monday prior to the Council meeting date. Specific Interest Delegations are only permitted to discuss matters listed on the Council agenda as staff reports; informal and formal public meetings; notice of motions; and by-laws. All Specific Interest Delegations where possible are encouraged to register prior to the start of the meeting. For Specific Interest Delegates who are attending in-person, registration is permitted up to the start of the meeting. Specific Interest Delegates who are interested in attending virtually must register by 12:00 p.m. on September 29, 2025, in order to participate electronically.

### 9.1 General Interest Delegations

### 9.2 Specific Interest Delegations

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

9.2.1.1 Barry Wolfe (In-person) 27

## 10. CORRESPONDENCE

10.1 Correspondence from Nancy Coghill regarding the Region of Waterloo Municipal Speed Camera Program 32

10.2 Correspondence from Stephen Drudge regarding the Region of Waterloo Municipal Speed Camera Program 33

## 11. CONSENT AGENDA

### RECOMMENDATION

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

11.1 COR-2025-43 – 2026 Council Meeting Schedule 36

### RECOMMENDATION

THAT the 2026 Council Meeting Schedule be approved as attached.

11.2 COR-2025-49 - Disposition of Land- Former Coal Lane (Beck Street) 37

### RECOMMENDATION

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

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

THAT Council considers By-law 2025-65, to designate Register Plan 627 as it applies to Lots 165-168, and 173-174, and Registered Plan 633, as

it applies to Lot 5, not to be registered plans of subdivision; and,

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

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

**RECOMMENDATION**

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

**11.4 IS-2025-30 - Encroachment By-Law**

39

**RECOMMENDATION**

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

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

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

**RECOMMENDATION**

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

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

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

**RECOMMENDATION**

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

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

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

## **12. REPORTS**

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

#### **RECOMMENDATION**

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

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

44

#### **RECOMMENDATION**

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

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

#### **RECOMMENDATION**

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

### **12.3 CS-2025-18 - Wilmot Canada Day Committee**

#### **RECOMMENDATION**

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

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

### **12.4 IS-2025-39 - Sidewalk Policy Update**

57

#### **RECOMMENDATION**

THAT Report be received for information; and,

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

## **13. BY-LAWS**

#### **RECOMMENDATION**

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

|      |                                                                                                                                                                                      |     |
|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| 13.1 | By-law 2025-54 Regulate Encroachments on Boulevards                                                                                                                                  | 66  |
| 13.2 | By-law 2025-55 Regulate discharges to the Sewage Works and Drainage Works of the Township of Wilmot, and to provide for the protection of these systems and the Natural Environment. | 77  |
| 13.3 | By-law 2025-56 Authorize an Agreement with the Township of Wellesley for Boundary Fire Coverage                                                                                      | 98  |
| 13.4 | By-law 2025-57 Authorize an Agreement with 410754 Ontario Ltd. o/a Sousa Concrete for the Haysville Road Valve Chamber                                                               | 115 |
| 13.5 | By-law 2025-58 Appoint Acting Deputy-Treasurers (Jeff Willmer and Harold O'Krafka)                                                                                                   | 121 |
| 13.6 | By-law 2025-64 Authorize an Agreement of Purchase and Sale with Schnurr Home Builders Inc. for Former Coal Lane on Beck Street in Baden                                              | 122 |
| 13.7 | By-law 2025-65 Deem Parts of Registered Plan 627 and 633 Not to be a Registered Plan                                                                                                 | 129 |

#### 14. NOTICES OF MOTION

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

##### RECOMMENDATION

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

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

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

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

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

NOW THEREFORE BE IT RESOLVED

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

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

#### 15. ANNOUNCEMENTS

**\*16. BUSINESS ARISING FROM CLOSED SESSION**

**17. CONFIRMATORY BY-LAW**

131

**RECOMMENDATION**

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

**18. ADJOURNMENT**

**RECOMMENDATION**

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

## Council Meeting Minutes

### Council Meeting

Date: August 25, 2025, 6:30 P.M.

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

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

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

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#### 1. CALL TO ORDER

**Moved by:** Councillor L. Dunstall

**Seconded by:** Councillor S. Martin

THAT the Regular Council Meeting held on August 25, 2025 be called to order at 6:30 p.m.

**Motion Carried Unanimously, By All Members Present**

#### 2. CLOSED SESSION

**Moved by:** Councillor S. Martin

**Seconded by:** Councillor L. Dunstall

THAT a Closed Meeting of Council be held on August 25, 2025, at 6:30 p.m. at the Wilmot Administrative Complex, in accordance with Section 239 (2) (c) of the Municipal Act, 2001, to consider the following:

- Former Coal Lane (Beck Street) – Section 239 (2)(c) a proposed or pending acquisition or disposition of land by the municipality or local board

**Motion Carried Unanimously, By All Members Present**

### **3. RECONVENE INTO OPEN SESSION**

Councillor S. Cressman joined the open session meeting.

Mayor N. Salonen welcomed CAO J. Willmer to the Township of Wilmot as the new Chief Administrative Officer, thanked Director of Development Services H. O'Krafka for his contributions as Acting CAO, and acknowledged the support of the Corporate Leadership Team and staff throughout the transition.

CAO, J. Willmer addressed Council and staff.

**Moved by:** Councillor L. Dunstall

**Seconded by:** Councillor H. Sidhu

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

**Motion Carried Unanimously**

### **4. TERRITORIAL LAND ACKNOWLEDGEMENT**

Councillor K. Wilkinson read the Territorial Land Acknowledgment.

### **5. ADDITIONS TO THE AGENDA**

The following item has been added to the agenda:

- 10.2 Specific Interest Delegations
  - 10.2.1 Item 13.4 CS-2025-19 - Prime Ministers Path Reinstallation Costs
    - 10.2.1.1 Karen Doehn (In-Person)

The following item has been removed from the agenda:

- 13.1 COR-2025-37 - 2024 Long-term Financial Statement - Reserves and Debt

### **6. ADOPTION OF THE AGENDA**

**Moved by:** Councillor S. Martin

**Seconded by:** Councillor L. Dunstall

THAT the Agenda as presented for August 25, 2025 be adopted, as amended.

**Motion Carried Unanimously**

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

There were no disclosures of pecuniary interest.

## **8. MINUTES OF PREVIOUS MEETINGS**

**Moved by:** Councillor L. Dunstall

**Seconded by:** Councillor S. Martin

THAT the Minutes of the July 28, 2025 Regular Council Meeting be adopted as presented.

**Motion Carried Unanimously**

## **9. PRESENTATIONS**

### **9.1 Sustainable Waterloo Region (SWR) Regarding an Update to the Community**

Executive Director, Tova Davidson presented.

Council asked and a received a response on the following:

- Whether Let's Tree Wilmot initiative was included in the microforest figures provided;
- Whether Sustainable Waterloo Region has any recommendations for actions the Township could undertake;
- Whether the Township is able to use the EcoMagic SuperTool; and,
- Whether municipal governments provide any support to encourage developer participation in the evol1 project.

## **10. DELEGATIONS**

### **10.1 General Interest Delegations**

### **10.2 Specific Interest Delegations**

10.2.1 Item 13.4 CS-2025-19 - Prime Ministers Path Reinstallation Costs

10.2.1.1 Karen Doehn (In-Person)

**11. CORRESPONDENCE**

There was no correspondence.

**12. CONSENT AGENDA**

Councillor K. Wilkinson pulled Item 12.2 COR-2025-41 - RFP Award - Fully Managed IT Services.

**Moved by:** Councillor K. Wilkinson

**Seconded by:** Councillor S. Martin

THAT Consent Agenda Items 12.1 and 12.2 be approved.

**Motion Carried Unanimously**

**12.1 COR-2025-28 - 2025 Q2 Operating and Capital Variance Report**

THAT Report COR-2025-38 2025 Q2 Operating and Capital Variance Report be received for information.

**12.2 COR-2025-41 - RFP Award - Fully Managed IT Services**

Council asked and received a response on the following:

- What risks may be associated with not having a full-time staff role;
- Whether on-call support will be available for staff;
- How the Township will measure the effectiveness of the managed services; and,
- Whether the Township could develop a vendor scorecard to evaluate the success of the managed services.

THAT Report COR-2025-41 RFP Award – Fully Managed IT Services be received for information; and,

THAT Council approve the awarding of a two-year contract for fully managed IT services to Canon Canada Inc. at an annual cost of \$99,987.60 excluding HST; and,

THAT Council consider By-law 2025-50 being a by-law to authorize an agreement with Canon Canada Inc. for fully managed IT Services.

### 13. REPORTS

#### 13.1 COR-2025-39 - Amendments to the Fireworks By-law 2023-17

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

**Moved by:** Councillor H. Sidhu

**Seconded by:** Councillor L. Dunstall

THAT Report COR-2025-39 Amendments to the Fireworks By-law be received for information; and,

THAT Council consider By-law 2025-49 being a By-law to Amend By-law 2023-17 being a By-law to Prohibit the Sale and Use of Firecrackers and to Regulate the Sale and Use of Fireworks in the Township of Wilmot.

**Motion Carried**

#### 13.2 COR-2025-44 - Enterprise Resource Management Project Update

Chief Administrative Officer, J. Willmer, presented the report.

Council asked and received a response on the following:

- Whether it is feasible to defer the project to a later date; and,
- If deferred what are the implications of doing so.

**Moved by:** Councillor L. Dunstall

**Seconded by:** Councillor K. Wilkinson

THAT Report COR-2025-44 Enterprise Resource Management Project Update be received for information, and

THAT Staff be directed to develop an RFP to retain the services of an ERP implementation partner to deliver the implementation of a Microsoft Business Central based solution, and

THAT a budget increase of \$500,000 be approved for the ERP Project (1230-003) to be funded from the Infrastructure Renewal Reserve Fund (6125).

**Motion Carried Unanimously**

#### 13.3 CS-2025-19 - Prime Ministers Path Reinstallation Costs

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

Delegate K. Doehn addressed Council.

Council asked and received a response on the following:

- Whether the Township could communicate how members of the public may donate funds toward the costs to re-install the statues; and,
- What the process is for moving forward with the creation of the working group.

**Moved by:** Councillor L. Dunstall

**Seconded by:** Councillor S. Martin

THAT Report CS-2025-19 Prime Ministers Path Reinstallation Costs be received for information.

**Motion Carried Unanimously**

#### 14. BY-LAWS

**Moved by:** Councillor L. Dunstall

**Seconded by:** Councillor S. Martin

THAT By-Laws 2025-49, 2025-50, 2025-51 and 2025-53, as attached to this Agenda be read a first, second and third time, and finally passed in Open Council.

**Motion Carried**

14.1 By-law 2025-49 Amend the Fireworks By-law

14.2 By-law 2025-50 Agreement for Fully Managed IT Services

14.3 By-law 2025-51 Appointment of Jeff Willmer as Chief Administrative Officer and Acting Deputy Clerk

14.4 By-law 2025-53 Appointment of Rick Potvin as a Municipal Law Enforcement Officer

#### 15. ANNOUNCEMENTS

Councillor S. Martin announced:

- The Arcadian Projects Inc. is in the process of installing Level III EV Chargers in the New Hamburg area; and,

- The New Hamburg Fall Fair is scheduled for September 11 to 14 at Norm Hill Park, and is still looking for volunteers to support the event.

Mayor N. Salonen thanked everyone involved with Moparfest and reported that the Mayor and members of Council attended the Associations of Municipalities of Ontario (AMO) conference, where they met with various provincial ministries to advocate for Wilmot's priorities and advance municipal business.

**16. BUSINESS ARISING FROM CLOSED SESSION**

**Moved by:** Councillor H. Sidhu

**Seconded by:** Councillor K. Wilkinson

THAT Council directs Staff to proceed as directed.

**Motion Carried Unanimously**

**17. CONFIRMATORY BY-LAW**

**Moved by:** Councillor L. Dunstall

**Seconded by:** Councillor S. Martin

THAT the Confirmatory By-Law 2025-52 as attached to this Agenda be read a first, second and third time, and finally passed in Open Council.

**Motion Carried Unanimously**

**18. ADJOURNMENT**

**Moved by:** Councillor S. Cressman

**Seconded by:** Councillor K. Wilkinson

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

**Motion Carried Unanimously**

## Committee of the Whole Minutes

Monday, September 8, 2025, 5:30 P.M.

Council Chambers - Hybrid

60 Snyder's Road West

Baden, Ontario

N3A 1A1

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

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

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### 1. CALL TO ORDER

**Moved by:** Councillor S. Cressman

**Seconded by:** Councillor L. Dunstall

THAT the Committee of the Whole on September 8, 2025 be called to order at 5:32 p.m.

**Motion Carried Unanimously**

### 2. CLOSED SESSION

**Moved by:** Councillor S. Martin

**Seconded by:** Councillor S. Cressman

THAT a Closed Meeting of Council be held on September 8, 2025, at 5:32 p.m. at the Wilmot Administrative Complex, in accordance with Section 239 (3.1) of the Municipal Act, 2001, to consider the following:

- Sale of Land for Tax Arrears (Part XI of Ontario's Municipal Act, 2001) – Section 239 (3.1) Educational or training session.

**Motion Carried Unanimously**

### **3. RECONVENE INTO OPEN SESSION**

**Moved by:** Councillor L. Dunstall

**Seconded by:** Councillor S. Cressman

THAT Council reconvenes in Open Session at 6:07 p.m.

**Motion Carried Unanimously**

### **4. TERRITORIAL LAND ACKNOWLEDGEMENT**

Councillor H. Sidhu read the Territorial Land Acknowledgement.

### **5. ADDITIONS TO THE AGENDA**

The following items have been added to the revised agenda:

Item 8.2 Specific Interest Delegation

- Barry Wolfe regarding Item 10.1 CAO-2025-12 - RFP-2025-24 Services Delivery Review Bid Process Update
- Christa Arsenault as a representative of the Wilmot Aquatic Swim Club regarding Item 11.3 CS-2025-12 - Affiliation Policy and Minor Sports Discounts

Item 9 Correspondence

- New Hamburg Skating Club regarding Item 11.3 CS-2025-12 - Affiliation Policy and Minor Sports Discounts.

### **6. ADOPTION OF THE AGENDA**

**Moved by:** Councillor S. Martin

**Seconded by:** Councillor S. Cressman

THAT the Agenda for September 8, 2025 be adopted, as amended.

**Motion Carried Unanimously**

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

Councillor S. Martin declared a conflict of interest with Item 11.3 CS-2025-12 - Affiliation Policy and Minor Sports Discounts.

**8. DELEGATIONS**

**8.1 General Interest Delegation**

**8.2 Specific Interest Delegation**

**8.2.1 Item 10.1 CAO-2025-12 -RFP-2025-24 Service Delivery Review Bid Process Update**

**8.2.1.1 Barry Wolfe**

**8.2.2 Item 11.3 CS-2025-12 - Affiliation Policy and Minor Sport Discounts**

**8.2.2.1 Christa Arsenault, Wilmot Aquatic Swim Club**

**9. CORRESPONDENCE**

**9.1 New Hamburg Skating Club regarding Ice Discounts**

**10. CONSENT AGENDA**

Councillor S. Martin pulled Item 10.5 IS-2025-30 - Encroachment By-law.

Councillor H. Sidhu pulled Item 10.7 IS-2025-34 - Sidewalk Policy.

Councillor S. Cressman pulled Item 10.6 IS-2025-33 - Award of Contract - Haysville Road (Two Rd 12) Valve Chamber Construction.

**Moved by:** Councillor L. Dunstall

**Seconded by:** Councillor K. Wilkinson

THAT Consent Agenda Items 10.2, 10.3, 10.4, 10.5, 10.6 and 10.8 be approved.

**Motion Carried Unanimously**

**10.1 CAO-2025-12 -RFP-2025-24 Service Delivery Review Bid Process Update**

Director of Development Services, H. O'Krafka introduced the report.

Delegate B. Wolfe addressed the Committee.

The Committee asked and received a response to the following:

- Clarification regarding whether the service delivery review is separate from the previous people plan review.

**Moved by:** Councillor L. Dunstall

**Seconded by:** Councillor S. Martin

THAT Report CAO-2025-12 -RFP-2025-24 Service Delivery Review Bid Process Update be received for information.

**Motion Carried Unanimously**

**10.2 COR-2025-31 - Information on Bill 9, Municipal Accountability Act, 2025**

THAT Report COR-2025-31 Information on Bill 9, Municipal Accountability Act, 2025 be received for information.

**10.3 CS-2025-11 - 2025 Canada Day Event Task Force Post Event Report**

THAT Report CS-2025-11, 2025 Canada Day Event Task Force Post Event Report be received for information.

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

THAT Report FD 2025-02, regarding the renewal of the Fire Service Boundary Agreement with the Township of Wellesley, be received for information; and,

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

**10.5 IS-2025-30 - Encroachment By-Law**

The Committee asked and received a response to the following:

- How the By-law will address natural growth within the right-of-way;
- Whether there can be more collaboration with property owners through the administration of the By-law; and,

- How the By-law will be applied in agricultural areas.

THAT Report IS-2025-30, Encroachment By-law be received for information;

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

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

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

The Committee asked and received a response to the following:

- Whether the Township has the authority to require upgrades to the system as a result of a condominium development.

THAT Report IS-2025-33, Award of Contract - Haysville Road (Township Road 12) Valve Chamber Construction be received for information;

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

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

#### **10.7 IS-2025-34 - Sidewalk Policy**

A motion was introduced by Councillor K. Wilkinson, and Councillor L. Dunstall seconded the motion THAT Report IS-2025-34, Sidewalk Policy be received for information; and, THAT Council approves the proposed Sidewalk Replacement and Infill Policy to guide decisions for the replacement of sidewalk and installation of new sidewalk or active transportation infrastructure within the Township of Wilmot.

The Committee asked and received a response to the following:

- How the construction installation timelines could be adjusted if a 1.2 metre width sidewalk panel is installed;

- Whether there are additional methods to improve the Township's sidewalk network; and,
- Whether high pedestrian traffic areas can be targeted for improvement as opposed to lower pedestrian traffic areas.

A motion was introduced by Councillor S. Cressman, and Councillor H. Sidhu seconded the motion THAT Council amend the motion to insert THAT staff amend the proposed Sidewalk Replacement and Infill Policy to follow that any sidewalk panel being replaced shall be installed to the same width of the existing sidewalk panel, except where a full block segment is being reconstructed. The motion carried unanimously.

The Main Motion was voted upon as amended.

**Moved by:** Councillor K. Wilkinson

**Seconded by:** Councillor L. Dunstall

THAT Report IS-2025-34, Sidewalk Policy be received for information; and,

THAT staff amend the proposed Sidewalk Replacement and Infill Policy to follow that any sidewalk panel being replaced shall be installed to the same width of the existing sidewalk panel, except where a full block segment is being reconstructed; and,

THAT Council approves the proposed Sidewalk Replacement and Infill Policy to guide decisions for the replacement of sidewalk and installation of new sidewalk or active transportation infrastructure within the Township of Wilmot.

**Motion Carried Unanimously**

#### **10.8 IS-2025-35 - Sewer Use By-Law**

THAT Report IS-2025-35 Sewer Use By-law be received for information;

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

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

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

## **11. REPORTS**

### **11.1 COR-2025-43 – 2026 Council Meeting Schedule**

Manager of Legislative Services / Clerk, K. Bos presented the report to the Committee.

The Committee asked and received a response to the following:

- Whether a comprehensive review will be conducted regarding the Committee of the Whole structure.

**Moved by:** Councillor L. Dunstall

**Seconded by:** Councillor H. Sidhu

THAT Report COR-2025-43 2026 Council Meeting Schedule be received for information; and,

THAT the 2026 Council Meeting Schedule be approved as attached to Report COR-2025-43.

**Motion Carried Unanimously**

### **11.2 COR-2025-46 - Mayoral Direction 2025-01 Council Remuneration Review**

Manager of Legislative Services / Clerk, K. Bos presented the report to the Committee.

The Committee asked and received a response to the following:

- The rationale for a full-time Mayor role.

**Moved by:** Councillor H. Sidhu

**Seconded by:** Councillor L. Dunstall

THAT Report COR-2025-46 Mayoral Direction 2025-01 Council Remuneration Review be received for information; and,

THAT Council directs Staff to bring back a Council Remuneration Review Policy to the November Committee of the Whole Meeting.

**Motion Carried Unanimously**

### 11.3 CS-2025-12 - Affiliation Policy and Minor Sport Discounts

Director of Community Services, C. Catania presented the report to the Committee.

Delegate C. Arsenault addressed the Committee.

The Committee asked and received a response to the following:

- Clarification on how the revised policy will affect subsidies provided to groups; and,
- The process for approving the proposed revised policy.

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

**Moved by:** Councillor S. Cressman

**Seconded by:** Councillor L. Dunstall

THAT Report CS-2025-12, Affiliation Policy and Minor Sport Discounts be received for information;

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

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

**Motion Carried Unanimously**

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

**Moved by:** Councillor S. Cressman

**Seconded by:** Councillor L. Dunstall

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

**Motion Carried Unanimously**

#### **11.4 CS-2025-13 - Assessment of Community Buildings and Land**

Director of Community Services, C. Catania presented the report to the Committee.

The Committee asked and received a response to the following:

- Whether the real estate values provided consider demolition costs or additional fees.

**Moved by:** Councillor L. Dunstall

**Seconded by:** Councillor H. Sidhu

THAT Report CS-2025-13, Assessment of Community Buildings and Land be received for information.

**Motion Carried Unanimously**

At this time, Mayor N. Salonen pulled up Item 12.2 Councillor L. Dunstall Notice of Motion Regarding an Evaluation Matrix of Township Buildings and Lands for discussion.

#### **11.5 CS-2025-18 - Wilmot Canada Day Committee**

Director of Community Services, C. Catania presented the report to the Committee.

The Committee asked and received a response to the following:

- Clarification regarding the Committee's ability to address other business at a meeting.

**Moved by:** Councillor S. Martin

**Seconded by:** Councillor H. Sidhu

THAT Report CS-2025-18 Wilmot Canada Day Committee be received for information; and,

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

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

**Motion Carried Unanimously**

## **12. NOTICES OF MOTION**

### **12.1 Councillor S. Martin Notice of Motion Regarding Code of Conduct Review**

Councillor S. Martin introduced the Notice of Motion.

Manager of Legislative Services / Clerk, K. Bos provided an update regarding Bill 9, Municipal Accountability Act, 2025.

Councillor S. Martin withdrew the motion.

WHEREAS Subsection 223.2(1) of the Municipal Act, 2001 requires every municipality to establish codes of conduct that apply to members of council and local boards; and,

WHEREAS the Township of Wilmot Code of Conduct for Elected Officials came into force and effect on November 19, 2007; and,

WHEREAS the Code of Conduct helps to ensure that the members of Council share a common basis for acceptable conduct; and,

WHEREAS there has been a significant amount of time since the review of the Townships Code of Conduct for Elected Officials.

NOW THEREFORE BE IT RESOLVED THAT Council directs Staff to work with our Integrity Commissioner to review and propose amendments to the Code of Conduct for Elected Officials by the Fall of 2025.

### **12.2 Councillor L. Dunstall Notice of Motion Regarding an Evaluation Matrix of Township Buildings and Lands**

Mayor N. Salonen raised this item immediately following Item 11.4 CS-2025-13-Assessment of Community Buildings and Land.

Councillor L. Dunstall introduced the Notice of Motion.

The Committee asked and received a response to the following:

- How a point-based system could be applied within the evaluation matrix;
- The process for considering the Notice of Motion;
- Whether all Township owned land and buildings should be considered; and,
- When large-scale multi-purpose recreational centres are built whether satellite smaller facilities are closed.

**Moved by:** Councillor L. Dunstall

**Seconded by:** Councillor K. Wilkinson

WHEREAS at the January 27, 2025 Special Council Meeting, Council for the Township of Wilmot directed Township to prepare an assessment of buildings and land owned by the Township, with consideration given to cost-benefit analysis, third-party tenant evaluation, identification of surplus assets, space utilization analysis, community engagement, and to prepare recommendations for Council's consideration; and,

WHEREAS Township staff brought forward Report CS-2025-13 Assessment of Community Builds and Land to the September 8, 2025 Committee of the Whole; and,

WHEREAS Council now seeks a standardized evaluation process regarding buildings and lands to support decision-making regarding the future of these municipal assets.

NOW THEREFORE BE IT RESOLVED

THAT Council directs staff to report back by the December 22, 2025 Council Meeting with an assessment of community buildings and lands using a point-based evaluation matrix to rank the buildings and lands; and,

THAT the evaluation matrix include the following categories:

1. Cost burden: 10-year capital needs, net annual operating costs after revenues, utilities;
2. Utilization and access: percent of prime hours booked, groups served, how close other comparable spaces are;
3. Community outcomes: seniors/youth programs, services that rely on the space, ease of relocating;
4. Condition and risk: structural issues, floodplain limits, health and safety.
5. Future potential: ability to adapt, partner interest, and fit with Master Plan.
6. Market value/exit readiness: what the Township could realistically sell it for, restrictions that lower value;

THAT Council direct staff that upon completion of the evaluation using the evaluation matrix staff to identify the lowest-scoring buildings and lands and determine the appropriateness of disposition or long-term lease; and,

THAT Council direct staff to report regarding how programs at the lowest-scoring site could be relocated.

**Motion Defeated**

### **13. ANNOUNCEMENTS**

Chief Administrative Officer, J. Willmer provided an updated regarding the 2026 Budget process to that the effect that existing approved schedule will be altered, and that a revised schedule will be issued.

Mayor N. Salonen provided the following announcements:

- Congratulate the Junior Gardner's of the Horticultural Society;
- The New Hamburg Fall Fair will be held from September 11 until September 14, 2025 at Norm S. Hill Park, New Hamburg;
- The New Hamburg Fall Fair is continuing to recruit volunteers for the event; and,
- The speed camera in front of Waterloo-Oxford District Secondary School is back in effect and an update regarding the speed camera program will be presented to Waterloo Region Council on September 9, 2025.

Councillor L. Dunstall announced that the Wilmot Optimist and New Hamburg Legion are hosting a breakfast on September 13, 2025 at 8 a.m..

Councillor S. Martin announced that Councillor S. Martin and Councillor L. Dunstall are hosting a drop-in Town Hall meeting on September 17, 2025 from 3:00 p.m. to 9:00 p.m..

### **14. BUSINESS ARISING FROM CLOSED SESSION**

There is no business arising from closed.

### **15. ADJOURNMENT**

**Moved by:** Councillor L. Dunstall

**Seconded by:** Councillor S. Cressman

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

Delegation September 29,2025 re.COR-2025-46

Barry Wolfe

Chart 3 – Comparator Group 1 (Local Municipalities)

| Municipality         | Population | # of Council | 2024 Mayor   | Mayor \$ / person | 2024 Council               | 2024 \$ Total Council / | 2024 CAO  | 2024 CAO \$ / person |
|----------------------|------------|--------------|--------------|-------------------|----------------------------|-------------------------|-----------|----------------------|
| Wilmot               | 21429      | 6            | \$39,425.00  | \$1.84            | \$21,872.00                | \$5.10                  | \$225,368 | \$10.52              |
| Blandford Blenheim   | 7565       | 5            | \$27,303.60  | \$3.60            | \$18,296.28                | \$9.67                  | \$149,964 | \$19.82              |
| East Zorra Tavistock | 7841       | 6            | \$24,812.06  | \$3.16            | \$17,713.17                | \$11.29                 | \$180,958 | \$23.07              |
| North Dumfries       | 10619      | 5            | \$41,443.68  | \$3.90            | \$22,457.00                | \$8.46                  | \$176,220 | \$16.59              |
| Wellesley            | 11318      | 5            | \$32,979.00  | \$2.91            | \$17,880.00                | \$6.32                  | \$163,451 | \$14.44              |
| Perth East           | 12595      | 7            | \$32,415.77  | \$2.57            | \$19,399.66                | \$9.24                  | \$172,718 | \$13.71              |
| Woolwich             | 26999      | 6            | \$37,604.36  | \$13.93           | \$22,059.92                | \$4.09                  | \$179,353 | \$6.64               |
|                      |            |              |              |                   |                            |                         |           |                      |
| Waterloo             | 121436     | 8            | \$116,831.00 | \$0.96            | \$44,257.00                | \$2.55                  | \$331,237 | \$2.72               |
| Cambridge            | 138479     | 9            | \$138,460.00 | \$0.99            | \$68,529.00                | \$3.96                  | \$284,915 | \$2.05               |
| Kitchener            | 256885     | 11           | \$134,648.00 | \$0.52            | \$70,912.50                | \$2.76                  | \$312,281 | \$1.22               |
| Stratford (2023)     | 34,336     | 10           | \$82,433.00  | \$2.40            | \$21,304.00<br>\$23,188.00 | \$5.64                  | \$215,763 | \$6.28               |

- 1) It appears that the larger the population, the lower the cost per person.
- 2) It appears that the larger the municipality, the more councilors there are.
- 3) It appears that the larger the municipality, the higher the compensation to a Mayor or councilor.
- 4) It appears that the larger the population, the higher the probability that a Mayor or councilor earns enough to be potentially closer to “full-time”.
- 5) It appears that ‘smaller’ municipalities are disadvantaged in providing “competitive” compensation.
- 6) Tax payers in smaller municipalities, with a smaller percentage of commercial and industrial assessment, and / or a heavier emphasis on agricultural assessment are disadvantaged.
- 7) It is my opinion that there is an “inequitable” Provincial funding issue for small municipalities.

Delegation September 29,2025 re.COR-2025-46

Barry Wolfe

Chart 4 – Comparator Group 2 (Similar-sized municipalities near a large urban centre)

| Municipality      | Population | # of Council | 2024 Mayor  | Mayor \$ / person | 2024 Council | 2024 \$ Total Council / | 2024 CAO  | 2024 CAO \$ / person |
|-------------------|------------|--------------|-------------|-------------------|--------------|-------------------------|-----------|----------------------|
| Wilmot            | 21429      | 6            | \$39,425.00 | \$1.84            | \$21,872.00  | \$5.10                  | \$225,368 | \$10.52              |
| Pelham            | 18192      | 7            | \$50,718.38 | \$2.79            | \$22,783.28  | \$7.51                  | \$214,685 | \$11.80              |
| South Frontenac   | 20188      | 9            | \$37,491.48 | \$1.86            | \$18,305.16  | \$7.25                  | \$179,435 | \$8.89               |
| Essex             | 21216      | 7            | \$56,330.93 | \$2.66            | \$31,584.46  | \$8.93                  | \$242,763 | \$11.44              |
| Uxbridge          | 21556      | 7            | \$41,562.92 | \$1.93            | \$39,801.23  | \$11.08                 | \$198,785 | \$9.22               |
| Kingsbridge       | 22119      | 7            | \$51,786.96 | \$2.34            | \$28,122.00  | \$7.63                  | \$232,265 | \$10.50              |
| Tecumseh          | 23300      | 7            | \$64,447.00 | \$2.77            | \$30,058.40  | \$7.74                  | \$262,300 | \$11.26              |
| Amherstburg       | 23524      | 7            | \$56,609.25 | \$2.41            | \$25,229.40  | \$6.43                  | \$223,564 | \$9.50               |
| Strathroy-Caradoc | 23871      | 9            | \$56,805.53 | \$2.37            | \$21,991.55  | \$7.37                  | \$171,600 | \$7.19               |
| Centre Wellington | 31093      | 7            | \$51,207.60 | \$1.65            | \$31,604.00  | \$6.10                  | \$231,381 | \$7.44               |
|                   |            |              |             |                   |              |                         |           |                      |

Municipalities have different ratios of representation, that is, the population divided by the number of representative councilors including a mayor.

Examples:

Wilmot = 3,571 people / councilor

Kitchener = 23,353 people / councilor

Stratford = 3,434 people / councilor

Strathroy = 2,652 people / councilor

Waterloo = 15,180 people / councilor

Wellesley = 2,264 people / councilor

Even with a larger number of Council members, larger municipalities do not get the same ratio of representation.

Delegation September 29,2025 re.COR-2025-46

Barry Wolfe

Chart 2 – Comparator Municipalities Population, Growth and Financial Information (sorted by population)

| Municipality         | Structure  | Upper Tier | Population | 5-Year Growth | Number of Private Dwellings | Property Taxation (FIR Line 9940) | Total Revenues (FIR Line 9910) |
|----------------------|------------|------------|------------|---------------|-----------------------------|-----------------------------------|--------------------------------|
| Blanford Blenheim    | Lower-tier | Oxford     | 7565       | 2.2%          | 2857                        | \$6,615,389.00                    | \$15,458,037.00                |
| East Zorra Tavistock | Lower-tier | Oxford     | 7841       | 10.2%         | 3055                        | \$7,255,657.00                    | \$11,356,918.00                |
| North Dumfries       | Lower-tier | Waterloo   | 10619      | 4.0%          | 3564                        | \$6,747,298.00                    | \$14,306,492.00                |
| Wellesley            | Lower-tier | Waterloo   | 11318      | 0.5%          | 3428                        | \$7,189,430.00                    | \$27,186,856.00                |
| Perth East           | Lower-tier | Perth      | 12595      | 2.6%          | 4385                        | \$10,312,168.00                   | \$20,533,363.00                |
| Pelham               | Lower-tier | Niagara    | 18192      | 6.3%          | 7681                        | \$18,718,819.00                   | \$39,152,827.00                |
| South Frontenac      | Lower-tier | Frontenac  | 20188      | 8.3%          | 9503                        | \$21,767,655.00                   | \$35,790,645.00                |
| Essex                | Lower-tier | Essex      | 21216      | 3.9%          | 8390                        | \$19,513,697.00                   | \$53,358,199.00                |
| Wilmot               | Lower-tier | Waterloo   | 21429      | 4.3%          | 8131                        | \$10,148,974.00                   | \$24,105,143.00                |
| Uxbridge             | Lower-tier | Durham     | 21556      | 1.8%          | 8308                        | \$16,874,914.00                   | \$28,333,324.00                |
| Kingsville           | Lower-tier | Essex      | 22119      | 2.6%          | 8635                        | \$25,060,786.00                   | \$47,370,316.00                |
| Tecumseh             | Lower-tier | Essex      | 23300      | 0.3%          | 9111                        | \$27,910,061.00                   | \$54,641,026.00                |
| Amherstburg          | Lower-tier | Essex      | 23524      | 7.2%          | 9548                        | \$32,522,230.00                   | \$66,988,994.00                |
| Strathroy-Caradoc    | Lower-tier | Middlesex  | 23871      | 14.4%         | 9982                        | \$22,162,208.00                   | \$62,959,271.00                |
| Woolwich             | Lower-tier | Waterloo   | 26999      | 8.0%          | 10112                       | \$15,205,126.00                   | \$37,706,803.00                |
| Centre Wellington    | Lower-tier | Wellington | 31093      | 10.3%         | 12701                       | \$22,324,392.00                   | \$78,074,893.00                |
| Waterloo             | Lower-tier | Waterloo   | 121436     | 15.7%         | 51980                       | \$97,039,735.00                   | \$222,252,742.00               |
| Cambridge            | Lower-tier | Waterloo   | 138479     | 6.6%          | 53920                       | \$110,487,643.00                  | \$327,908,775.00               |
| Kitchener            | Lower-tier | Waterloo   | 256885     | 10.1%         | 107580                      | \$154,875,093.00                  | \$564,685,490.00               |

The above chart was provided, I assume, for relative context for decision-making in Wilmot. Of the 143 other Municipalities in Ontario, these were chosen for purposes of comparison and contrast. I, personally, find them to be appropriate instructive comparators.

It would be useful to hear a report from staff on the reasons for the significant differentials between Municipalities, for examples:

- Population and Total Revenues
- Population and property taxation

Why does Strathroy-Caradoc (population 23,871) have taxation of \$22,162,208, but Wilmot (population 21,429) have taxation of \$10,148,974? **Strathroy's population 11% larger but taxation is 118% larger. Why?**

Why is Strathroy's Total Revenue **161% greater** than Wilmot's? (\$62,959,271 vs \$24,105,143)

Why is Wilmot growing at a rate of 4.3%, and Strathroy-Caradoc is growing at a rate of 14.4%?

There is a greater capacity in Strathroy, for example, to spend on compensation.

What are they doing, that we aren't?

Is it more appropriate to expand our "capacity" (revenue sources) before expanding our "compensation expenditures"?

Delegation September 29,2025 re.COR-2025-46

Barry Wolfe

This report, COR-2025-46, is quite thorough and includes several attachments:

|                         |                              |                                                                          |
|-------------------------|------------------------------|--------------------------------------------------------------------------|
| Corporate Policy Manual | Policy # CL-10.1             | COLA INCREASES                                                           |
| Corporate Policy Manual | Policy CL-10.2               | REMUNERATIONS &<br>EXPENSES COMMUNITY<br>EVENTS EXPENDITURE<br>ALLOWANCE |
| Governance policy       | Policy # CL-10.6             | Council Conference and Training<br>Expenditure Allowance                 |
| Corporate Policy Manual | Policy # GP-23-03            | Pregnancy or Parental leave for<br>Members of Council                    |
| Corporate Guidelines    | CG # HR-019-01 (a procedure) | Employee Expenses and<br>Allowances                                      |

Just because I wanted to know, I tried a search of the Wilmot website to see if I could find these documents, above. They are public information.

Guess what? Either they do not exist on the website or the strategy to find them involves magic.

I suggest to Council and senior staff, that all corporate policies, and operating procedures are required by Provincial legislation to be fully documented, kept current by a regular process of review and approval by Council, and made available to the public in a transparent and easily accessible manner. A very large of number of policies and operating procedures are “in arrears”.

Delegation September 29,2025 re.COR-2025-46  
Barry Wolfe

## CONCLUSIONS

- 1) In Council's deliberations regarding compensation and FTE quantities, I suggest that it consider strategies to expand our revenue capacity, using Strathroy-Caradoc as just one example comparator, before expanding our compensation expenditures. How much was the 2025 tax increase? Where does this fit within the staff's projected staffing requiring a potential \$1million+ renovation to this Castle, which was promised to be included in the 2026 Budget Capital forecast – which we never got for the 2025 budget?
- 2) I respectfully ask that Council direct its staff to provide a comprehensive, current "Corporate Policies and Operational Procedures" manual in an easily accessible format for the use of all Ontario citizens. Nearby, comparator municipalities, may serve as examples for consideration. A deadline of the end of Q1, 2026 would be appropriate, I suggest.

Thank you,  
Barry Wolfe,  
Baden

**From:** [Nancy Coghill](#)  
**To:** [Council](#); [Kaitlin Bos](#)  
**Subject:** Photo Radar  
**Date:** September 14, 2025 4:10:04 PM

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

Hello, I wanted to bring an issue to the council's attention. Perhaps it could be placed on the agenda for the upcoming meeting?

These photo radar cameras have become an issue in many communities. I am writing because I received a ticket a few weeks ago. Going 53 in a school zone of 40. The ticket was \$88. I paid it immediately as I knew it was me on that day and time. July 7th at 10ish in the morning! On Waterloo Street here in New Hamburg. I do believe this is well outside of school session time. Not even in the right month of the year. I do feel it really wasn't a fair ticket. And I am siding with many others lending their voice to it being a cash grab. Under these circumstances that is. Should they not be disabled during holiday times - especially summer? Maybe even outside of school hours. - like evenings and weekends.

It is very confusing when some zones have a 40 KM limit while others have 30. Makes it all the more difficult to be aware when you are in a school zone if you are going the proper speed. 30 by the way is really too slow. You are barely moving at that speed. I do think there should be discussion concerning these cameras so am drawing the issue to your attention with thanks.

**Nancy**

**From:** [Stephen Drudge](#)  
**To:** [Clerks](#); [Council](#)  
**Subject:** misuse of speed cameras  
**Date:** September 24, 2025 10:44:28 AM

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

Dear Members of Wilmot Council,

Thank you for joining our community in caring about the safety of our citizens, especially our school children. Studies suggest that lower speeds result in less serious injuries when accidents occur. To bolster support for slowing traffic it would help to publish studies to show that slower speeds also result in fewer accidents.

Regardless, it is reported that excessive speeding still remains an issue near schools, even where speed cameras are present. The Township and Region need to seriously consider that perhaps what is needed more than cameras are other traffic calming measures such as boulevards, pylons, speed bumps, flashing yellow lights during school hours, etc., if the main concern really is about the safety of school children.

The Township and Region also need to explain how the current inconsistent use of speed cameras in school zones increases safety. For example, on Snyder's Road as one approaches WODSS and Sir Adam Beck PS. beside a mounted "MAXIMUM 60" sign another sign reads "40 7AM-5PM, MON-FRI, SEPT.1-JUN.30." Meanwhile on the same road about 2 kms away in New Hamburg as one approaches Forest Glen PS, under a yellow school zone image are signs that read "MAXIMUM 40 BEGINS" and "MUNICIPAL SPEED CAMERA IN USE." With the Region, please explain how lower speed limits during school hours, days and seasons at one school and the same lower speed limit at *all* hours and days of the year at another school creates greater public safety than having the same practice at all schools. If there is no good explanation, then the current inconsistent practice should be changed.

More to the point, please show data that clearly indicates that lower speed limits during non school hours, days and seasons result in safer driving during times when school children are actually present. Otherwise drop the practice of speed camera use during non school times; focus instead on training drivers to slow down when schools are in session.

I don't have evidence to support this, but my sense is that the safest drivers take cues from their environment, eg. children and other people present near the street and higher traffic volumes, rather than from grudgingly following signage broadly and woodenly applied for no good apparent reason. What intuitive reason for safety is there to slow from 50 to 40

kms/hr during the middle of the night, for example?

Some have suggested that sports parks next to schools get used during non school hours. This is true. However, there are other parks, sports complexes and gathering places that are not near schools which do not have lower speed limits posted or speed cameras in use. Further, during the night and for many months of the year, these gathering places are not frequented so it makes no sense to impose lower speed limits near them 24/7.

Last week I rode my bike to photograph the signs I mentioned in the third paragraph above. As I took the turns and curves through my residential neighbourhood there were scattered cars parked on both sides of the street, a few people walking on the sidewalk, two young teens paused while crossing an intersection apparently deciding whether to proceed or to turn back, two children played in a driveway, one coasting toward the street on roller blades. This was at 7:30 on a weekday evening. As I turned onto Waterloo Street there was a lone car in the Forest Glen PS parking lot and not a soul in sight on the school grounds. Because of the No Parking signs, no cars were parked along the street to block sight lines to the sidewalks that were empty of pedestrians anyway. Across the street was an empty church lot, several residences and part of the arboretum. I did not set out to notice any of this. However, it struck me that if we are actually concerned about safety, then during evening hours it should be residential streets that have the lower 40 kms/hr maximum speed, because that is where the people are. Meanwhile, the speed limit near the school could go back up to 50 kms/hr quite safely - if safety is in fact our primary concern.

The public is left to wonder if, even suspect that some other motive is driving the use of speed cameras 24/7. Some, including the Premier of Ontario talk about a “cash grab.” In a September 15, 2025 article in the Waterloo Region Record, the Cambridge Mayor referred three times to making money from speeders. The \$9.8 million the Region expects to generate from speed enforcement cameras in 2025 is luringly attractive as the go to method for controlling speeders. The onus is on the Township and Region to prove that speed cameras are not a cash grab.

In a year, cameras operate approximately 2,150 hours during school hours, whereas 24/7 cameras operate 8760 hours in a year; that's a 4 fold increase. Cameras that function around the clock have the potential to make far more money than those that operate only when schools are in session, even though for 75% of that time no students are present at schools to protect. This is silly.

An article in the September 23, 2025 Waterloo Region Record reports that 97 per cent of drivers who disobey the speed limit where cameras are in use escape tickets after cameras measure their speed. One of several reasons for this is that there is not the staffing capacity to process tickets. So why not stop using cameras during non school hours, so

that staff can focus on ticketing speeders when students, staff and parents are present in school zones? Cameras that operate outside of school hours actually reduce student safety by clogging the system with images that get in the way of issuing tickets to many of those who speed through school zones when students are present.

From a driver's perspective, why is the Region fining countless numbers of responsible drivers like the woman whose letter appeared in the Waterloo Region Record September 23, 2025, explaining that she was fined while driving "when there were no students, pedestrians or crossing guards in sight, and I was following the flow of traffic at about 50km/h. I was driving safely, yet paid a hefty fine."

Please listen not only to your constituents' general concerns about the safety of students, but also hear feedback about how to do so. Wilmot Council needs to insist that Waterloo Region stops speed camera use during non school hours and focus on safety measures when students and others are actually present to protect.

Thank you for your consideration,

Steve Drudge  
New Hamburg, ON



## 2026 Meeting Schedule

| January |    |    |    |    |    |    |
|---------|----|----|----|----|----|----|
| S       | M  | T  | W  | T  | F  | S  |
|         |    |    |    | 1  | 2  | 3  |
| 4       | 5  | 6  | 7  | 8  | 9  | 10 |
| 11      | 12 | 13 | 14 | 15 | 16 | 17 |
| 18      | 19 | 20 | 21 | 22 | 23 | 24 |
| 25      | 26 | 27 | 28 | 29 | 30 | 31 |

| February |    |    |    |    |    |    |
|----------|----|----|----|----|----|----|
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| 8        | 9  | 10 | 11 | 12 | 13 | 14 |
| 15       | 16 | 17 | 18 | 19 | 20 | 21 |
| 22       | 23 | 24 | 25 | 26 | 27 | 28 |

| March |    |    |    |    |    |    |
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| 15    | 16 | 17 | 18 | 19 | 20 | 21 |
| 22    | 23 | 24 | 25 | 26 | 27 | 28 |
| 29    | 30 | 31 |    |    |    |    |

| April |    |    |    |    |    |    |
|-------|----|----|----|----|----|----|
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| 5     | 6  | 7  | 8  | 9  | 10 | 11 |
| 12    | 13 | 14 | 15 | 16 | 17 | 18 |
| 19    | 20 | 21 | 22 | 23 | 24 | 25 |
| 26    | 27 | 28 | 29 | 30 |    |    |

| May |    |    |    |    |    |    |
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| 17  | 18 | 19 | 20 | 21 | 22 | 23 |
| 24  | 25 | 26 | 27 | 28 | 29 | 30 |
| 31  |    |    |    |    |    |    |

| June |    |    |    |    |    |    |
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| 7    | 8  | 9  | 10 | 11 | 12 | 13 |
| 14   | 15 | 16 | 17 | 18 | 19 | 20 |
| 21   | 22 | 23 | 24 | 25 | 26 | 27 |
| 28   | 29 | 30 |    |    |    |    |

| July |    |    |    |    |    |    |
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| 5    | 6  | 7  | 8  | 9  | 10 | 11 |
| 12   | 13 | 14 | 15 | 16 | 17 | 18 |
| 19   | 20 | 21 | 22 | 23 | 24 | 25 |
| 26   | 27 | 28 | 29 | 30 | 31 |    |

| August |    |    |    |    |    |    |
|--------|----|----|----|----|----|----|
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| 9      | 10 | 11 | 12 | 13 | 14 | 15 |
| 16     | 17 | 18 | 19 | 20 | 21 | 22 |
| 23     | 24 | 25 | 26 | 27 | 28 | 29 |
| 30     | 31 |    |    |    |    |    |

| September |    |    |    |    |    |    |
|-----------|----|----|----|----|----|----|
| S         | M  | T  | W  | T  | F  | S  |
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| 6         | 7  | 8  | 9  | 10 | 11 | 12 |
| 13        | 14 | 15 | 16 | 17 | 18 | 19 |
| 20        | 21 | 22 | 23 | 24 | 25 | 26 |
| 27        | 28 | 29 | 30 |    |    |    |

| October |    |    |    |    |    |    |
|---------|----|----|----|----|----|----|
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| 4       | 5  | 6  | 7  | 8  | 9  | 10 |
| 11      | 12 | 13 | 14 | 15 | 16 | 17 |
| 18      | 19 | 20 | 21 | 22 | 23 | 24 |
| 25      | 26 | 27 | 28 | 29 | 30 | 31 |

| November |    |    |    |    |    |    |
|----------|----|----|----|----|----|----|
| S        | M  | T  | W  | T  | F  | S  |
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| 8        | 9  | 10 | 11 | 12 | 13 | 14 |
| 15       | 16 | 17 | 18 | 19 | 20 | 21 |
| 22       | 23 | 24 | 25 | 26 | 27 | 28 |
| 29       | 30 |    |    |    |    |    |

| December |    |    |    |    |    |    |
|----------|----|----|----|----|----|----|
| S        | M  | T  | W  | T  | F  | S  |
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| 6        | 7  | 8  | 9  | 10 | 11 | 12 |
| 13       | 14 | 15 | 16 | 17 | 18 | 19 |
| 20       | 21 | 22 | 23 | 24 | 25 | 26 |
| 27       | 28 | 29 | 30 | 31 |    |    |

 Committee of the Whole (1<sup>st</sup> Monday)

 Nomination Period (May 1 to August 21, 2026)

 Council Meeting (4<sup>th</sup> Monday)

 Election Day (October 26<sup>th</sup>)

 All Council Meeting (hosted by the Region)

 Inaugural Meeting of 2026-2030 Council

 Special Council Meeting- Official Plan  
Review Statutory Public Meeting

### Other key dates:

ROMA Conference – January 18 – 20, 2026

March Break – March 16 – 20, 2026

FCM – June 4 - 7, 2026

AMO Conference – August 16 – 19, 2026



## CORPORATE SERVICE

### *Staff Report*

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REPORT NO: COR-2025-48

TO: Council on September 29, 2025

SUBMITTED BY: Andrew Martin, Acting Director of Development Services  
Kaitlin Bos, Manager of Legislative Services / Municipal Clerk

PREPARED BY: Andrew Martin, Acting Director of Development Services  
Kaitlin Bos, Manager of Legislative Services / Municipal Clerk

REVIEWED BY: Jeff Willmer, Chief Administrative Officer

DATE: September 26, 2025

SUBJECT: Disposition of Land- Former Coal Lane (Beck Street)

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#### RECOMMENDATION:

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

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

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

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

#### BACKGROUND:

Land Disposition is governed by The Corporation of the Township of Wilmot's By-law 1995-54 being a by-law to establish procedure governing the sale of real property which is included at Attachment A.

The land known as Former Coal Lane (Beck Street) was deemed surplus to the Township's needs on February 7, 2022.

Staff issued RFT-2025-26 Sale of Land by Public Tender for Former Coal Lane (Beck Street) on July 23, 2025, for a three-week period with bids to be submitted by August 13, 2025, before 12:00 p.m. This sale of land opportunity was advertised for that three-week period in the Wilmot-Tavistock Gazette, on the Township Website and signs were posted on the property.

On August 13, 2025, at 12:00 p.m. Staff held a public tender opening in Council Chambers for the two bids submitted in the prescribed form.

**REPORT:**

Staff have reviewed the two bids and ensured that the bids were compliant with the requirements as contained in RFT-2025-26.

The sale of land was awarded to Schnurr Home Builders Inc. in the amount of \$180,000.00.

One of the conditions of the purchase and sale agreement was that the lands being acquired are merged in title with the buyer's adjacent lands.

The buyer's lands are made up of several lots on two separate plans of subdivision. The Planning Act sets out that nothing may prevent a whole lot or block on a plan of subdivision from being separately conveyed. In this respect, the acquired lands would not automatically merge with the buyer's adjacent land holdings.

Section 50(4) of the Planning Act allows the council of a local municipality to, by by-law, designate any part of a plan of subdivision that has been registered for eight years or more, not to be a registered plan. Plan 627 and 633 were registered more than 100 years ago. Deeming the plans of subdivision not to be registered plans, as they apply to the buyer's land holdings, would allow the condition of purchase and sale to be satisfied.

**ALIGNMENT WITH THE TOWNSHIP OF WILMOT STRATEGIC PLAN:**

Prosperous Businesses and Balanced Growth

**FINANCIAL CONSIDERATIONS:**

Revenue from the sale of land will be put into the corporate sale of assets account and transferred to the Infrastructure Renewal Reserve Fund (6125) at the end of the year along with the proceeds of sale from all other tax funded assets. These funds will then support the funding of future infrastructure renewal capital projects.

**ATTACHMENTS:**

None.



## CORPORATE SERVICES

Legislative Services Division  
60 Snyder's Road West, Baden, ON N3A 1A1

T: 519-634-8444

F: 519-634-5522

### MEMORANDUM

TO: Council

PREPARED BY: Morgan Dykstra, Supervisor of Legislative Services / Deputy Clerk  
Kaitlin Bos, Manager of Legislative Services / Clerk

DATE: September 19, 2025

RE: Additions to By-law 2025-54 Being a By-law to Regulate Encroachments on the Boulevard

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A draft version of By-law 2025-54 Being a By-law to Regulate Encroachments on the Boulevard was presented to the Committee of the Whole.

At the meeting, the Committee recommended:

*THAT Council approve the Encroachment By-law to be implemented within the Township of Wilmot to regulate permanent installations within the municipal Right of Way; and, THAT Council consider By-law 2025-54 being a by-law to authorize the Mayor and the Clerk sign the Encroachment By-law.*

Following that meeting, the Legislative Services Division completed a final review of the draft by-law. During this review, it was identified that the by-law did not specify the approval authority for entering into encroachment agreements.

The by-law clearly defines permitted and prohibited encroachments within the boulevard, therefore, it is recommended that the Director of Infrastructure Services be delegated authority to execute encroachment agreements on behalf of the Township, provided the proposed encroachment complies with the parameters established by Council as set out in the by-law.

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In accordance with the Township's Delegation By-law, 2007-74, any delegation of authority must be authorized through a by-law.

The Delegation By-law states, *"administrative matters may generally be delegated to staff subject to the conditions set out in the delegation and in this policy and must take into account the limitations set out in the Act"*.

With this delegation, the Director of Infrastructure Services will be required to comply with the conditions set out in the Encroachment By-law, and the Delegation By-law.

Accordingly, the version of By-law 2025-54 presented in this agenda has been updated to reflect this delegation of authority, and Item 5.3 has been revised to include "The Director is delegated the authority to execute the encroachment agreement on behalf of the Township".

**THE CORPORATION OF THE TOWNSHIP OF WILMOT  
BY-LAW NO. 2007 - 74  
BEING A BY-LAW TO ESTABLISH A DELEGATION OF POWERS AND DUTIES  
POLICY FOR THE CORPORATION OF THE TOWNSHIP OF WILMOT**

**WHEREAS** Section 11 of the *Municipal Act, 2001*, S.O. 2001, c 25, as amended, authorizes municipalities to pass by-laws regarding Accountability and Transparency of the municipality and its operations;

**AND WHEREAS** Section 270 (1) 5 of the *Municipal Act 2001*, S.O. 2001, c.25, as amended, authorizes that a municipality shall establish and maintain policies with respect to the delegation of its powers and duties;

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

- 1. THAT the Delegation of Powers and Duties Policy, attached hereto as Schedule "A" be accepted as approved.
- 2. THAT Schedule "A" forms part of this by-law.
- 3. THAT this By-law shall come into force and take effect upon receiving the final passing thereof.

**READ** a first and second time this 10th day of December, 2007.

**READ** a third time and finally passed this 10<sup>th</sup> day of December, 2007.

\_\_\_\_\_

\_\_\_\_\_

Clerk

TOWNSHIP OF WILMOT

DELEGATION OF POWERS AND DUTIES OF COUNCIL POLICY

**Effective Date:** December 10, 2007

**Subject:** Delegation of Powers and Duties of Council

**Authority:** Approved by Council

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**PURPOSE:**

The *Municipal Act, 2001* (the Act) requires that all municipalities adopt and maintain a policy with respect to the delegation of Council's legislative and administrative authority. The purpose of this policy is to set out the scope of the powers and duties which Council may delegate its legislative and administrative authority and to establish principles governing such delegation. This policy has been developed in accordance with the Act in order to comply with its other applicable sections, including section 270.

**APPLICATION:**

This policy applies to all committees of Council, departments and staff.

**DEFINITIONS:**

*Legislative Powers*

Includes all matters where Council acts in a legislative or quasi-judicial function including enacting by-laws, setting policies, and exercising decision making authority.

*Administrative Powers*

Includes all matters required for the management of the corporation which do not involve discretionary decision-making.

**POLICY STATEMENT:**

The Council of the Municipality, as a duly elected municipal government is directly accountable to its constituents for its legislative decision-making, policies, and administrative functions. Council's decisions are generally expressed by by-law or resolution of Council carried by a majority vote. The efficient management of the municipal corporation and the need to respond to issues in a timely fashion require Council to entrust certain powers and duties to committees and staff while concurrently maintaining accountability, which can be effectively accomplished through the delegation of legislative and administrative functions. Council authority will be delegated within the context set out in the Act and will respect the applicable restrictions outlined in the Act.

#### **POLICY REQUIREMENTS:**

1. All delegations of Council powers, duties or functions shall be effected by bylaw.
2. Unless a power, duty, or function of Council has been expressly delegated by bylaw, all of the powers, duties and functions of Council remain with Council.
3. A delegation of a power, duty or function under any bylaw to any member of staff includes a delegation to a person who is appointed by the CAO or selected from time to time by the delegate to act in the capacity of the delegate in the delegate's absence.
4. Subject to section 3, a person to whom a power, duty or function has been delegated by bylaw has no authority to further delegate to another person any power, duty or function that has been delegated, unless such sub-delegation is expressly permitted.
5. Legislative matters may be delegated by Council where they are minor in nature or where Council has explicitly provided for the terms and conditions under which the powers shall be exercised, and must take into account the limitations set out in the Act.
6. Administrative Matters may generally be delegated to staff subject to the conditions set out in the delegation and in this policy, and must take into account the limitations set out in the Act.
7. In exercising any delegated power, the delegate shall ensure the following
  - Any expenditure related to the matter shall have been provided for in the current year's budget (or authorized by the purchasing by-law).
  - The scope of the delegated authority shall not be exceeded by the delegate.
  - Where required by the specific delegated authority, reports shall be submitted to Council advising of the exercise of a delegated power and confirming compliance with the delegated authority and this policy.
  - delegates shall ensure the consistent and equitable application of council policies and guidelines

|                                                                                   |                                                              |
|-----------------------------------------------------------------------------------|--------------------------------------------------------------|
|  | <b>Corporate Policy Manual</b>                               |
|                                                                                   | Section: Community Services Department<br>Affiliation Policy |
|                                                                                   | Policy # <b>Pg. 1 of 13</b>                                  |
| Revision Date: August 2025                                                        | Issue Date: December 2022                                    |
| Approved by: Township Council                                                     | Review Date: August 2029                                     |

## PURPOSE

The Township of Wilmot recognizes the importance of community groups who provide recreation, leisure and/or wellness programs and services that benefit Township residents and enhances the overall quality of life within the community. This policy is intended to create a formal relationship between the Township of Wilmot and organizations who are eligible for Affiliation. The Affiliation Policy establishes how, and which groups qualify for Affiliation benefits to access municipal spaces and support from Township staff.

## RATIONALE AND NEED

Community organizations are of great benefit to the residents of Wilmot as they provide recreation, leisure and wellness programs and services the Township might not otherwise be able to offer. The goal of the Affiliation Policy is to help support capacity building for Affiliated Organizations in the delivery of high quality, inclusive, and well-organized programs. With this in mind, the Township's goal is to balance the needs of Affiliated Community Organizations with good governance principles of affordability, accountability, accessibility, and transparency. The Affiliation Policy provides a mechanism to support these organizations by potentially providing access to discounted or free space and/or in-kind services, for recreation, leisure and wellness programs.

## SCOPE

This Policy applies to Community Groups, Community Service Organizations, Service Clubs and Minor Sporting Associations and enables the Township of Wilmot ("The Township") to recognize and support organizations providing recreation, leisure and/or wellness opportunities requiring the use of public funds, services, or facilities through the Community Services Department. Policy Guidelines vary for different types of organizations with respect to access to facilities, in-kind services and applicable fees and charges, based on the types of programs and services offered by the Organization.

## DEFINITIONS

Affiliation Application Process: an application shall be completed bi-annually by existing Affiliated Community Organizations and new organizations wishing to become Affiliated. Applications are reviewed by the Township of Wilmot for approval.

Affiliated Community Organization: is a community organization that works collaboratively with and is formally recognized by the Township of Wilmot in a manner that is consistent with The Township's Affiliation Policy. Affiliated Community Organizations include all categories within this policy such as, Minor Sport Organizations, Wilmot Community Organizations, Community Service Organizations, and Service Clubs. A formal list of Affiliated Community Organizations will be managed and maintained by Township staff based on approved applications.

Community Groups: is an organized group formed for the purpose of providing services, activities, programs, and opportunities that improve or benefit members of the community. These organizations often have recognized governing bodies i.e., Scouts / 4-H Clubs, but may also be locally organized groups i.e., Wilmot Horticultural Society.

Community Service Organization: is a not-for-profit organization such as Wilmot Family Resource Centre and Community Care Concepts, who provide free or low-cost recreation, leisure or wellness programs and services for marginalized or underserved populations.

In-kind Services: a Township of Wilmot service or benefit such as a facility rental discount, administrative service, and/or staff resources.

Minor Sport Associations: a group that delivers league-based recreational sport programming and/or services that directly benefit local youth. Minor Sport programs rely on and are run by local volunteers and operate under a recognized governing body i.e., Skate Canada.

Service Club: is a voluntary not-for-profit organization where members meet regularly to perform charitable works for local residents that aligns with the intent of this Policy. A service club is defined by its mission statement and its membership benefits and often has a recognized governing body i.e., Optimist Clubs.

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## PRINCIPLES AND GUIDELINES

### Corporate Strategic Alignment

**Strategic Plan** – The Affiliation Policy aligns with three of the Strategic Plan goals:

- 1) **Quality of Life:** The Quality of Life goal and strategy of Accessibility and Inclusivity are intended to ensure all members of the community have fair and equal access to recreation programming and services. This policy also addresses the strategy of Health and Wellbeing by providing recreation and leisure opportunities for all residents.

2) **Community Engagement:** The Community Engagement goal includes strategies for Belonging, Community Events and Support for community Groups, Volunteers and Youth.

3) **Responsible Governance:** The goal of Responsible Governance includes strategies for Active Communications, Fiscal Responsibility, and Infrastructure Investments.

## STANDARDS AND PROCEDURES

### Policy Goal

The goal of the Affiliation Policy is to help support capacity building for Affiliated Organizations who foster community development and encourage citizen leadership and volunteerism in the delivery of high quality, inclusive, and well-organized recreation, leisure and wellness programs.

### Objectives

1. To work in partnership with the community by providing support for the provision of recreation, leisure and wellness opportunities and community services that enhance the quality of life for Township of Wilmot residents.
2. To encourage citizens and community groups to identify recreational, leisure and wellness needs and to provide varied and accessible opportunities to residents to meet those needs.
3. To encourage community groups to become self-sufficient by planning and leading their own events and services as part of the Township's program and service delivery network.
4. To identify the level of support services requested/required from the Community Services Department for community organizations.
5. To foster community leadership and volunteer development and participation in program development and delivery.
6. To encourage groups to provide program opportunities accessible to all residents.

### Application Process for Affiliation:

To be approved as an Affiliated Community Organization with the Township, the organization must apply and meet all the required criteria. The application form (attached as Appendix "A") shall be completed and submitted electronically to the Manager of Community Services by the established deadline date. Groups may be required to meet with staff as part of the application process. Upon approval, formal recognition of the organization's Affiliation will be provided in writing by the Township.

This policy does not waive or supersede the applicant's responsibilities to seek and obtain required approvals for all applicable bylaws, acts, regulations, codes, inspections, permits, etc.

**Eligibility Criteria for Affiliation:**

1. To be eligible for Affiliation, each organization must
  - a. be volunteer based,
  - b. non-profit,
  - c. non-partisan,
  - d. non-denominational,
  - e. based in a geographic community within the borders of The Township or,
  - f. Region of Waterloo organization serving the residents of the Township.
2. Organizations must operate under the authority of a volunteer board or executive committee. Organizations may be required to provide proof of not-for-profit status or charitable registration.
3. Each organization must have its primary objective as the provision of a recreation, leisure and/or wellness services to the residents of The Township. This policy is not intended for organizations whose main purpose is fundraising versus delivery of programs and services.
4. Each organization must be inclusive, open to the public and all residents of The Township.
5. Each organization must provide The Township with a copy of their current constitution/by-laws. Those groups who operate without a Constitution/By-Laws must submit their annual goals and objectives and provide evidence that they are working towards implementation of a Constitution/By-Laws.
6. Organizations must be headquartered in the Township of Wilmot with the majority (70%) of participating members residing in the Township.
7. Organizations must offer the majority of their activities in Wilmot Township.
8. Affiliated Community Organizations must identify their group as either adult and/or youth focused as the department places a greater emphasis on youth activities per the Community Services Master Plan and facility allocation procedures, and to implement applicable Fees and Charges By-law discounts. For the purposes of this Policy, youth are defined as ages 18 and younger. Family based activities will be considered youth for the purposes of this policy. Sport groups applying for the Fees and Charges By-Law discount for sport specific rentals, must provide their main programming primarily for youth, and the discount can only be applied to the youth based activities of the organization (i.e. if the organization has organized activities for adults or adult teams, they do not qualify for the minor sport discount).
9. For sport organizations, the majority of annual facility rentals must be held at The Township facilities.
10. This policy is not intended for elite, amateur or semi-pro sport groups who charge admission for regular season and playoff games i.e., Junior, or Senior teams or Post-Secondary Varsity teams.

### **Affiliation Renewal Process:**

To remain in good standing, all Affiliated Community Organizations must renew their status by completing the Affiliation Application bi-annually. The completed application must be submitted to the Manager of Community Services by January 1<sup>st</sup> every other year to confirm or update the following information:

- Name and contact information
- Current proof of insurance held by the organization
- Verify that all other affiliation criteria are still being met
- Provide listing of requested bookings.

The group's primary contact will receive an email reminder prior to renewal time. Not renewing Affiliation status will affect discounts and access to facilities, support and services outlined in this policy as well as historical event status.

Application forms for renewal will be reviewed annually by staff to ensure eligibility criteria continue to be met.

The Township acknowledges that Affiliated Community Organizations vary in how they operate, including location and frequency of meetings, types of activities offered, processes for recruiting and supporting volunteers, the level of formality in their structure, policies, and procedures. The Township will consider these differences when determining the level of support required.

### **Benefits Available to Approved Affiliated Community Organizations**

The chart below outlines the benefits available to Affiliated Community Organizations by category.

| <b>Service Clubs</b>                                                                                                                                                                                                                                                                                                                | <b>Community Groups</b>                                                                                                                                                                                                                                                         | <b>Community Services Organizations</b>                                                                                                                                                                                                                                                                                                               | <b>Minor Sport Associations</b>                                                                                                                                                                                                                                                                                                                                      |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A maximum of three (3) free community events/banquets (with paid or free admission) subject to availability and approval by the applicable Manager or Director or their designate. Regular rates apply for all other rentals. This shall apply to community centre or park use.<br><br>Note: Free events do not include staff rates | A maximum of three (3) free community events/banquets (with paid or free admission) subject to availability and approval by the applicable Manager or Director or their designate. Regular rates apply for all other rentals. This shall apply to community centre or park use. | A maximum of three (3) free community events/banquets (with paid or free admission) subject to availability and approval by the applicable Manager or Director or their designate. Regular rates apply for all other rentals. This shall apply to community centre or park use.<br><br>Note: Free events do not include staff rates such as Municipal | A maximum of one (1) free community events/banquets (with paid or free admission) subject to availability and approval by the applicable Manager or Director or their designate. Regular rates apply for all other rentals. This shall apply to community centre or park use.<br><br>Note: Free events do not include staff rates such as Municipal Representatives, |

## Page 6 of 13

|                                                                                                                                                                      |                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| such as Municipal Representatives, instructors, or charges for additional services i.e., music tariffs and facilities not typically included in the discounted rate. | Note: Free events do not include staff rates such as Municipal Representatives, instructors, or charges for additional services i.e., music tariffs and facilities not typically included in the discounted rate.                                   | Representatives, instructors, or charges for additional services i.e., music tariffs and facilities not typically included in the discounted rate.                                                                                         | instructors, or charges for additional services i.e., music tariffs and facilities not typically included in the discounted rate.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| A maximum of twelve (12) free meeting room rental per year. Regular rates apply for all other meeting rentals.                                                       | Free access to available space for delivery of programs and services with a focus on recreation, leisure and/or wellness, with an emphasis on youth and seniors and which addresses an unmet need within the community as approved by the Township. | Free access to available space for delivery of wellness support services approved by the Township, that are free of charge to families and individuals which address an unmet need within the community or for an underserved client base. | A discount off the regular public rental rate for use of sports facilities and venues specific to their sport including rinks, pools, and fields for regular season and local tournament use subject to availability, applicable allocation policies, and Fees and Charges By-law approval.<br><br>Note: The discount fees do not apply to staff rates such as instructor or lifeguard costs, or charges for additional services and facilities not typically included in the discounted rate for that sport.<br>Note: discounted rates do not apply for regional, provincial, or national tournaments or events. |
| One free use of meeting room space for Annual General Meetings based on availability.                                                                                | A maximum of twelve (12) free meeting room rental per year. Regular rates apply for all other meeting rentals.                                                                                                                                      | In-kind support from Township staff determined at time of booking and based on staff resource availability.                                                                                                                                | A maximum of twelve (12) free meeting room rental per year. Regular rates apply for all other meeting rentals.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| In-kind support from Township staff determined at time of booking and based on staff resource availability.                                                          | In-kind support from Township staff determined at time of booking and based on staff resource availability.                                                                                                                                         |                                                                                                                                                                                                                                            | One free use of meeting room space for Annual General Meetings based on availability.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Free use of facilities one time per week for                                                                                                                         |                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                            | In-kind support from Township staff                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

|                                                                                                                                                                                                                |  |  |                                                                         |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|-------------------------------------------------------------------------|
| community programs with <u>no admission charge</u> based on facility availability.<br><br>All registered programs with an associated fee for participants, will be charged the applicable facility rental fee. |  |  | determined at time of booking and based on staff resource availability. |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|-------------------------------------------------------------------------|

**\*\*Note:** Historical use of Township facilities where a service is provided that exceeds the Benefits listed above will be grandfathered for a minimum of one calendar year from implementation at which time the policy will be reviewed by staff with input from Affiliated Groups and returned to Council with any proposed changes.

All subsidized use must be for official organization use only. The affiliated group discounts do not apply to individual or team use

Any requests for space over and above the Benefits listed above will be charged at full cost per the Fees and Charges Bylaw as approved by Council.

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## RESPONSIBILITIES

### Obligations and Responsibilities of Affiliated Community Organizations

1. To strictly adhere to the guidelines outlined in this Policy and ensure all members/participants adhere to Township policies and procedures.
2. To provide community-based recreation, leisure and/or wellness programs and services to Township residents in accordance with the objectives of the Community Services Department.
3. To provide a copy of Organizations constitution and by-laws and to advise the Community Services Department of any changes from previous years.
4. To ensure that all promotional materials for activities and programs which include but are not limited to the use of The Township or Wilmot Recreation Complex (WRC) logo are approved by the applicable manager, director or their designate prior to use.
5. To hold regular board and or executive committee meetings and at a minimum hold an annual general meeting.

- 
6. To provide The Township annually or per event, with a copy of a liability insurance certificate held in the organizations name, naming The Township as additional insured at a value established and updated from time to time by The Township.
  7. To take full responsibility for their own programs, activities, and participants.
  8. To be responsible for all training of their members, volunteers and participants, to ensure safety and liability is managed appropriately.
  9. To operate all activities safely and follow all training / procedures provided by The Township.
  10. Without limiting the generality of section 10, comply with Community Services policies, standards, and regulations in relation to the facility and equipment use (indoor and outdoor), and to assume all costs related to repairs or replacement to damaged equipment or buildings occurring during the Affiliated Community Organization's use.
  11. To ensure that all programs and activities follow municipal by-laws and any other applicable laws or regulations for the protection of participants, executive members, and the public. All groups must follow the Township's Code of Conduct, Facility Rental Rules and Guidelines, Respectful Behaviour Policy and any other policies or guidelines put into place.
  12. To continuously abide by this Affiliation Policy and meet all the criteria. Failure to continue to meet the criteria for Affiliation shall result in immediate termination of a Community Organization's Affiliation status. Upon rectification of defaulted terms, groups will have the opportunity to have their Affiliation status reinstated with proof that all conditions are met and at the discretion of the applicable Manager or Director.
  13. Set-up and take-down is the responsibility of the Affiliate Community Organization.
  14. Each Affiliated Community Organization must book facilities (see Appendix B) through their respective booking agent/ person per their Affiliation Application form. Booking requests must be submitted with Affiliation Applications where possible.

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### **Township of Wilmot Responsibilities**

1. To review Affiliation Policy on a regular basis and amend as required.
2. To review applications for Affiliation within sixty (60) days of receipt.
3. To ensure Affiliated Community Organizations meet the eligibility requirements and continue to meet their responsibilities in accordance with this policy.
4. To work with Affiliated Community Organizations to address concerns and assist with resolving challenges that arise where possible and appropriate.

- 
5. To refer to and enforce The Township allocation policies and standards which will apply when scheduling regular practices, games, tournaments, rentals etc.
  6. To administer the applicable benefits of Affiliation outlined in this Policy.
  7. Support promotion of Affiliated Organizations through The Township's social media accounts, website, and roadside electronic signs (subject to approval).

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## **TERMINATION OF AFFILIATION STATUS**

Status may be rescinded by The Township and future requests for assistance may be denied if the group:

1. Revokes its constitution, by-laws, or operating guidelines; or
2. Acts in contravention of the group's constitution, by-laws, or operating guidelines; or Acts in contravention of the Policy; or
3. No longer meet the requirements for Affiliation i.e., less than 70% Township residents; or
4. Abuses the services and privileges offered to the group as an affiliate of the Township; or
5. The group's activities violate township policies and procedures, municipal by-law or provincial or federal legislation.

Groups may terminate affiliation status at any time. Requests to terminate affiliation must be made in writing to the staff liaison and must be signed by a majority of the group's executive members.

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## **COMMUNICATION**

This policy is to be provided to Community Organizations at the time of affiliation inquiry and included as part of the renewal notification process. The policy will also be posted on the Township website.

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## **EVALUATION**

The Township Affiliation Policy shall undergo a review after a minimum of one full calendar year from implementation with input from affiliated groups and shall be updated as required with approval by Council.

*Rationale: Reviewing this policy regularly permits changes to meet changing community needs, the addition of new facilities, new program demands, as well as any future changes to the Recreation Master plan.*

## APPENDIX A

## TOWNSHIP OF WILMOT AFFILIATION APPLICATION / RENEWAL FORM

Please select one: ☐ Service Club ☐ Community Group

☐ Community Service Organizations

☐ Minor Sport Organization

Name of Organization: (Please type or print)

Mailing Address of Organization:

Street

City

Postal Code

Contact Person for this Application (must have signing authority): \_\_\_\_\_

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

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

Date of Submission: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Signature: \_\_\_\_\_

1. Purpose and Objectives of Your Organization: (Please attach By-laws, Constitution or Goals & Objectives)

2. Is your organization Not-For-Profit and volunteer driven? ☐ YES ☐ NO

3. Is your organization incorporated? ☐ YES ☐ NO

4. What is the date of the Annual General Meeting? \_\_\_\_\_

5. Name of Signing Officers (Please type or print)

Position/Title:

1) \_\_\_\_\_

\_\_\_\_\_

2) \_\_\_\_\_

\_\_\_\_\_

Signature of Signing Officers:

Date:

1) \_\_\_\_\_

\_\_\_\_\_

2) \_\_\_\_\_

\_\_\_\_\_

## Township of Wilmot Affiliation Application Form (continued)

6. Are your programs geared to:

☐ 18 years and under    ☐ Adults

7. a) How many members/participants do you currently have? \_\_\_\_\_

b) How many of these members/participants reside in the Township of Wilmot? \_\_\_\_\_

8. Is your organization headquartered in Wilmot?

☐ YES    ☐ NO

9. Please check that the following is attached to this application form:

☐ Copy of Organization's mission statement and/or mandate

☐ Copy of By-laws or constitutions

☐ Valid Liability Insurance held in the organizations name and naming the Township of Wilmot as additional insured

☐ List of current officers/ executive members / Board of Directors including name, address, and phone numbers

☐ Requested bookings for programs, activities and/or events

☐ Copy of Not-for-profit Status, charitable donation number, and/or documentation or articles of incorporation, if applicable.

10. Does your organization have any historical free uses of Township facilities that you wish to renew ?    ☐ YES    ☐ NO

If YES, please list programs/services including dates and times or attach a separate list.

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Personal information on this form is collected under the authority of the of MFIPPA - [Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56 \(ontario.ca\)](#) as amended and will be administered the affiliation application process.

### Township of Wilmot Affiliation Policy Application Form (continued)

Name of Organization: \_\_\_\_\_

#### Executive Members (You may attach a separate sheet)

| Name | Position | Contact Information<br>(email or phone) |
|------|----------|-----------------------------------------|
|      |          |                                         |
|      |          |                                         |
|      |          |                                         |
|      |          |                                         |
|      |          |                                         |
|      |          |                                         |
|      |          |                                         |
|      |          |                                         |

Please forward applications to:  
 Township of Wilmot, Community Services  
 60 Snyder's Road West, Baden, Ontario N3A 1A1  
 Attn: Manny O'Krafka . 519 634-9225 ext. 9235  
[manny.okrafka@wilmot.ca](mailto:manny.okrafka@wilmot.ca)

| FOR STAFF USE ONLY                |                                       |
|-----------------------------------|---------------------------------------|
| DATE RECEIVED: _____              |                                       |
| REVIEWED BY: _____                |                                       |
| APPROVED <input type="checkbox"/> | NOT APPROVED <input type="checkbox"/> |
| SIGNATURE OF STAFF: _____         |                                       |
| DATE: _____                       |                                       |

## APPENDIX B - Facilities Chart

### Eligible Community Centre, Recreation Meeting and Program Space

**\*Note: All spaces subject to availability**

| <b>FACILITY</b>                     | <b>SPACE</b>                                | <b>AVAILABLE USE</b>                    | <b>CAPACITY</b>        |
|-------------------------------------|---------------------------------------------|-----------------------------------------|------------------------|
| <b>Haysville Community Centre</b>   | Small Hall                                  | Free community event                    | 125                    |
| <b>Mannheim Community Centre</b>    | Small Hall                                  | Free community event                    | 125                    |
| <b>New Dundee Community Centre</b>  | Large Hall                                  | Free community event                    | 200                    |
|                                     | Small Meeting Room (Jutzi room)             | Free monthly meeting                    | 15                     |
| <b>New Hamburg Community Centre</b> | Large Hall                                  | Free community event                    | 300                    |
|                                     | Small meeting room (NH Meeting rm, CC side) | Free monthly meeting                    | 12                     |
|                                     | Small meeting room (Multi-purpose room)     | Free monthly meeting                    | 25                     |
|                                     | NH. Arena Floor                             | Discounted rental                       | *dependent on activity |
| <b>121 Huron</b>                    | Large Meeting room (stair access only)      | Free monthly meeting                    | 50                     |
| <b>St. Agatha Community Centre</b>  | Large Hall                                  | Free monthly meeting or community event | 400                    |
|                                     | Small Meeting room (Seniors room)           | Free monthly meeting                    | 50                     |
| <b>Wilmot Recreation Complex</b>    | Large Hall                                  | Free community event                    | 180                    |
|                                     | Half hall<br>* large hall divided*          | Free monthly meeting or community event | 90                     |
|                                     | Large Meeting Room (Wayne Roth room)        | Free monthly meeting                    | 50                     |
|                                     | Large Meeting room (Program room)           | Free monthly meeting                    | 50                     |
|                                     | Small Meeting room (Activities room)        | Free monthly meeting                    | 15                     |
|                                     | Small Meeting room (Wilmot Meeting room)    | Free monthly meeting                    | 15                     |
|                                     | Ice/ Arena Floor (seasonal)                 | Discounted rental                       | *dependent on activity |
|                                     | Aquatics Pool                               | Discounted rental                       | 300 lap<br>100 leisure |

- Note: Facilities rented for dryland training are not included for discounted use



## INFRASTRUCTURE SERVICES

### *Staff Report*

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|               |                                                                 |
|---------------|-----------------------------------------------------------------|
| REPORT NO:    | IS-2025-39                                                      |
| TO:           | Council on Monday September 29 2025                             |
| SUBMITTED BY: | Ken VanderWal P.Eng. Acting Director of Infrastructure Services |
| PREPARED BY:  | Ken VanderWal P.Eng. Acting Director of Infrastructure Services |
| REVIEWED BY:  | Jeff Willmer, Chief Administrative Officer                      |
| DATE:         | September 19, 2025                                              |
| SUBJECT:      | Sidewalk Policy Update                                          |

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#### RECOMMENDATION:

THAT Report IS-2025-39 Sidewalk Policy Update be received for information; and,  
 THAT Council adopt the Sidewalk Policy, as attached to this report.

#### SUMMARY:

At the September 8<sup>th</sup>, 2025, Committee of the Whole a proposed Sidewalk Policy was provided. Council requested revisions to the Policy, namely that under repair sidewalks be replaced with the same size sidewalk as presently exists.

The Policy has been updated to reflect these desired changes. The Policy has also been updated to further define a repair as opposed to redevelopment as per the Accessibility for Ontarians with Disabilities Act (AODA).

The revised Policy would see repairs as identified under the O. Reg. 239/02: MINIMUM MAINTENANCE STANDARDS FOR MUNICIPAL HIGHWAYS 16.1 and 16.2. as well as sidewalks that are to be replaced due to a repair of utilities or infrastructure underneath the sidewalk. Pursuant to the AODA, any new sidewalk, or replacement of sidewalk due to new construction activities would be required to be installed at a minimum of 1.5m.

Further, pursuant to the AODA Part VII the Policy shall be reviewed by the Grand River Accessibility Advisory Committee whose legislated role is to advise the council about the requirements and implementation of accessibility standards and the preparation of accessibility reports and such other matters for which the council may seek its advice. The Policy has been provided to GRAAC for comments which will be provided when available.

### BACKGROUND:

The Township of Wilmot currently budgets approximately \$50,000 per year for ensuring the Township Sidewalks remain compliant with Ontario Regulation 239/02 Minimum Maintenance Standards for Municipal Highways.

Per the Township's latest Concrete Repair Contract, sidewalk replacement (removal and reinstatement) is estimated at \$175-\$220 per sqm depending on thickness and if the sidewalk is Curb-Face or within the boulevard. AODA Tactile Warning Plates are \$226 ea.

Based on these prices the Township has budget to replace approximately 150m to 250m of sidewalk per year. Each curb repair to add Tactile Plates can be estimated at \$2,500-\$3,000 per drop.

The Township currently maintains 91.49km of sidewalk, of which 84.33km (92.17%) is 1.2m in width or less, and 7.16km is 1.5m or wider (7.83%). Township Staff have not identified the AODA Compliance of Curb Depressions.

### REPORT:

The proposed Sidewalk Policy (Policy) seeks to provide guidance for sidewalk installation within the Township of Wilmot while adhering to the legislated requirements of the Accessibility for Ontarians with Disabilities Act (AODA).

Further, pursuant to the AODA Part VII the Policy shall be reviewed by the Grand River Accessibility Advisory Committee whose legislated role is to advise the council about the requirements and implementation of accessibility standards and the preparation of accessibility reports and such other matters for which the council may seek its advice. The Policy has been provided to GRAAC for comments which will be provided when available.

As per Ontario regulation 413/12, *Accessibility for Ontarians with Disabilities Act* the requirements apply to new construction and planned redevelopment of existing public spaces. Unplanned changes, such as emergency repairs or regular maintenance, are exempt. As such, the Township's replacement under Ontario Regulation 239/02 with the same size sidewalk does not contravene the Act.

For the purposes of definitions within the Policy, Staff have referenced the AODA to provide the following additional definitions within the Policy.

**Redeveloped** - planned significant alterations to public spaces, but does not include maintenance activities, environmental mitigation or environmental restoration.

**Maintenance** - repair or replacement of sidewalk as required under minimum maintenance standards as defined in O.Reg 239/02, or as required for the repair or replacement of sanitary or storm laterals, water service or utilities within the right-of way where the sanitary, storm, water service is at the same location to serve the same purpose and not providing a significant increase in capacity or service.

Maintenance as defined in the act means activities that are intended to keep existing public spaces and elements in existing public spaces in good working order or to restore the spaces or elements to their original condition, examples of which include painting and minor repairs.

As such, under the revised policy, sidewalks that are required to be reconstructed as part of a Site Plan Application, or infill construction will still be required to be re-developed to AODA standards.

Staff are in the process of updating the Township of Wilmot *Infrastructure Standards and Specifications* with updated standards as per AODA and verbiage pursuant to when the updated requirements apply.

The following are excerpts from the Act that Staff reference in creating the Sidewalk Policy and will also be referenced for updates to Municipal Standards moving forwards.

#### **Part IV.1**

#### **Design of Public Spaces Standards (Accessibility Standards for the Built Environment)**

##### **Application**

**80.2** (1) Except as otherwise specified, this Part applies to public spaces that are newly constructed or redeveloped on and after the dates set out in the schedule in section 80.5 and that are covered by this Part. O. Reg. 413/12, s. 6.

(2) Except as otherwise specified, this Part applies to obligated organizations. O. Reg. 413/12, s. 6.

(3) In this Part where in a standard or requirement there is a reference to an obligated organization, it is a reference to the obligated organization that constructs or redevelops any public space to which this Part applies and not to any other obligated organization that may have provided a permit, approval or other authorization or that may have an interest in the land where the thing to which the standard or requirement applies is located. O. Reg. 413/12, s. 6.

##### **Schedule**

**80.5** Obligated organizations shall meet the requirements set out in this Part in accordance with the following schedule:

1. For the Government of Ontario and the Legislative Assembly, January 1, 2015.
2. For designated public sector organizations, January 1, 2016.
3. For large organizations, January 1, 2017.
4. For small organizations, January 1, 2018. O. Reg. 413/12, s. 6.

## Exterior Paths of Travel

### Exterior paths of travel, application

**80.21** (1) This Part applies to newly constructed and redeveloped exterior paths of travel that are outdoor sidewalks or walkways designed and constructed for pedestrian travel and are intended to serve a functional purpose and not to provide a recreational experience. O. Reg. 413/12, s. 6.

(2) This Part does not apply to paths of travel regulated under Ontario Regulation 350/06 (Building Code) made under the *Building Code Act, 1992*. O. Reg. 413/12, s. 6.

### Exterior paths of travel, general obligation

**80.22** Obligated organizations, other than small organizations, shall ensure that any exterior paths of travel that they construct or redevelop and intend to maintain meet the requirements set out in this Part. O. Reg. 413/12, s. 6.

### Exceptions, general

**80.31** Exceptions to the requirements that apply to exterior paths of travel are permitted where obligated organizations, other than small organizations, can demonstrate one or more of the following:

1. The requirements, or some of them, would likely affect the cultural heritage value or interest of a property identified, designated or otherwise protected under the *Ontario Heritage Act* as being of cultural heritage value or interest.
2. The requirements, or some of them, would affect the preservation of places set apart as National Historic Sites of Canada by the Minister of the Environment for Canada under the *Canada National Parks Act* (Canada).
3. The requirements, or some of them, would affect the national historic interest or significance of historic places marked or commemorated under the *Historic Sites and Monuments Act* (Canada).
4. The requirements, or some of them, might damage, directly or indirectly, the cultural heritage or natural heritage on a property included in the United Nations Educational,

Scientific and Cultural Organisation's World Heritage List of sites under the *Convention Concerning the Protection of the World Cultural and Natural Heritage*.

5. There is a significant risk that the requirements, or some of them, would adversely affect water, fish, wildlife, plants, invertebrates, species at risk, ecological integrity or natural heritage values, whether the adverse effects are direct or indirect.

6. It is not practicable to comply with the requirements, or some of them, because existing physical or site constraints prohibit modification or addition of elements, spaces or features, such as where increasing the width of the exterior path would narrow the width of the adjacent highway or locating an accessible pedestrian signal pole within 1,500 mm of the curb edge is not feasible because of existing underground utilities. O. Reg. 413/12, s. 6.

#### ALIGNMENT WITH THE TOWNSHIP OF WILMOT STRATEGIC PLAN:

##### Healthy Community

Provide core services and build strong community partnerships.

- Establish service level standards and targets for core Township-delivered services and programs.
- Develop and share a “who does what” communication piece describing Township, Region, and Provincial areas of responsibility, including communicating the Township’s service level standards and targets.
- Complete accessibility plan with clear priorities, timelines, and estimated costs.

#### FINANCIAL CONSIDERATIONS:

The current sidewalk budget is dedicated to replacement under the Minimum Maintenance Standards. Upgrades of sidewalks as part of a redevelopment application would be developer costs. Should the Township wish to expand sidewalk accessibility additional budget funding would be required.

#### ATTACHMENTS:

##### Sidewalk Policy



## Corporate Policy Manual

Section: Council

**Title: Sidewalk Replacement and Infill Policy**

Policy Number: GP-IS-2025-001

Approved by: Council

Administered by: Infrastructure Services

Effective: September 30, 2025

### POLICY STATEMENT

The Township of Wilmot is committed to improving and maintaining pedestrian infrastructure. The policy guides the installation, replacement and repair of sidewalks and multi-use paths under Township jurisdiction, ensuring alignment with applicable legislation and other master plans.

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### PURPOSE

This policy was prepared to provide direction on sidewalks and multi-use paths to be installed or repaired on Streets under the jurisdiction of the Township of Wilmot. This policy will establish a consistent approach to new Sidewalk Replacement as identified within our Annual Sidewalk investigations in an effort to bring the Township in line with AODA standards for Sidewalks and accessibility, helping to facilitate active transportation within the Township.

Currently the Township maintains 91.49km of sidewalk, of which 84.33km(92.17%) is 1.2m in width or less, and 7.16km is 1.5m or wider (7.83%).

This policy will help direct decisions when replacing sidewalks as identified in our Annual Sidewalk Replacement under the minimum maintenance standards, or as required through development activities where sidewalk repair or replacement is required.

Per Ontario regulation 413/12, *Accessibility for Ontarians with Disabilities Act, 2005*:

80.22 Obligated organizations, other than small organizations, shall ensure that any exterior paths of travel that they construct or redevelop and intend to maintain meet the requirements set out in this Part.

80.23 When constructing new or redeveloping existing exterior paths of travel that they intend to maintain, obligated organizations, other than small organizations, shall ensure that new and redeveloped exterior paths of travel meet the following requirements:

1. The exterior path must have a minimum clear width of 1,500 mm, but this clear width can be reduced to 1,200 mm to serve as a turning space where the exterior path connects with a curb ramp.

9. The entrance to the exterior path of travel must provide a minimum clear opening of 850 mm, whether the entrance includes a gate, bollard or other entrance design

It is noted that as per the Ministry Guidelines, the requirements apply to new construction and planned redevelopment of existing public spaces. Unplanned changes, such as emergency repairs or regular maintenance, are exempt.

This Policy shall also reference the Driveway Repair Policy where sidewalk replacement may impact existing Driveways

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## SCOPE

This policy applies to all sidewalks and multi-use paths that are constructed, repaired, or replaced within the public right of way under the jurisdiction of the Township of Wilmot.

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## DEFINITIONS

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

**Annual Average Daily Traffic (AADT)-** The standard measurement for daily average vehicle traffic on a section of road.

**Boundary Road-** a municipal road owned by one or more adjoining municipalities.

**Cash-in-lieu-** a method to collect funds from a developer or builder directed to infrastructure to be built at a later date.

**Collector Road-** a municipal road intended to carry low to medium traffic volumes while also providing property access.

**Cul-de-sac-** a municipal road with one point of vehicular access.

**Local Road-** a municipal road intended to carry low traffic volumes, primarily for the local neighborhood whose primary function is to provide access to individual properties.

**Maintenance-** repair or replacement of sidewalk as required under minimum maintenance standards as defined in O.Reg 239/02, or as required for the repair or replacement of sanitary or storm laterals, water service or utilities within the right-of way where the sanitary, storm, water service is at the same location to serve the same purpose and not providing a significant increase in capacity or service.

**Multi-use-path (MUP)-** a wide, paved, off-road pathway that is separated from motor vehicle traffic and is intended for cyclists, pedestrians and other non-motorized means of active transportation.

**Redeveloped-** planned significant alterations to public spaces, but does not include maintenance activities, environmental mitigation or environmental restoration.

**Sidewalk-** a raised concrete path for pedestrian travel generally located within the municipal boulevard including curbs/ramps and mid-block crossing locations.

**Trails Master Plan-** a strategic planning document that identifies policies, programs and desired active transportation infrastructure for the Township of Wilmot.

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## **STANDARDS AND PROCEDURES**

1. Areas with high pedestrian usage as well as significant vehicle usage shall be prioritized for new sidewalks within the Township.
2. As part of this Policy the Township will develop 5-year capital plan identifying priorities for widened sidewalk or new sidewalk.
  - a. New sidewalk shall not be considered on roads or projects as identified within the Township's 10-year capital plan to be occurring within the next 5 years.
3. Where new infill lot or development application is received whereby significant portions of the existing Sidewalk are expected to be damaged or are to be replaced the development applicant shall be required to construct new sidewalk to current AODA standards.
4. Sidewalk shall be required on both sides of residential roads unless it can be demonstrated that the traffic and pedestrian warrants are sufficiently low to permit sidewalk on one side for example:
  - i. cul-de-sacs
  - ii. Local roads where projected or measured Annual Average Daily Traffic volume (AADT) are less than 500, and speeds are less than 60kmph with predominantly single family or semi-detached homes.
5. Sidewalk or Multi-use-Path shall be required to connect to community uses with high pedestrian potential such as:
  - i. Parks,
  - ii. Schools
  - iii. Recreation Centres
  - iv. Library
6. Where sidewalk does not exist for a new development or lot infill the Township may either:
  - i. Require the construction of sidewalk along the frontage of the property if the property can be readily and safely connected to existing pedestrian infrastructure.
  - ii. Require cash in lieu to be placed within a capital account to be used for the provision of new active transportation infrastructure. Cost shall be determined based on the most recent contract for sidewalk maintenance and replacement received by the Township.
7. For rural communities and Hamlets, sidewalk needs shall be determined through the Trails Master-Plan, or a sidewalk needs assessment.
8. Repair or replacement of sidewalk panels shall be replaced with the same width sidewalk as existing in keeping with the guidance from the Ministry of Ontario. ~~unless:~~

## **RESPONSIBILITIES**

### **1. Council:**

- 1.1. Approve the Sidewalk Replacement and Infill Policy and recommended amendments thereto.

1.2. Approve the annual Sidewalk budget through the budget process.

**2. Director of Infrastructure Services**

2.1. Support the installation and upgrade of sidewalk throughout the Township of Wilmot

2.2. Review with staff priorities for infill sidewalk.

2.3. Report to Council on AODA compliance of sidewalk on an annual basis.

**3. Staff**

3.1. Complete annual Sidewalk Inspections for repair pursuant to Ontario Regulation 239/02

3.2. Create a plan for sidewalk repairs and replacement based on required maintenance.

3.3. Receive and review requests for new sidewalk within the Township

3.4. Provide review and feedback on Development Applications where works are expected to require or impact sidewalks.

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**COMMUNICATION**

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

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**EVALUATION**

The Sidewalk Policy will be reviewed at minimum every four years, in addition, infrastructure for repair or replacement is conducted on continuous basis as informed by the annual sidewalk investigation program, capital planning, and development processes.

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**LEGISLATIVE REPORTING REQUIREMENTS**

Sidewalk inspection and repair are legislated under Ontario Regulation 239/02 under the Municipal Act Minimum Maintenance Standards for Municipal Highways.

Inspections and repairs are required to be documented and retained. There is no reporting requirement.

THE CORPORATION OF THE TOWNSHIP OF WILMOT

BY-LAW NO. 2025-54

BEING A BY-LAW TO REGULATE ENCROACHMENTS ON BOULEVARDS

**WHEREAS** the Municipal Act, 2001, S.O. 2001, c.25 (hereinafter the “Municipal Act, 2001”) provides that a municipality may pass by-laws within the following spheres of jurisdiction: Highways, including parking and traffic on highways at section 11(1)1; Culture, parks, recreation and heritage at section 11(1)5 and structures, including fences and signs at section 11(1)7;

**AND WHEREAS** section 8 of the Municipal Act, 2001 provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Municipal Act;

**AND WHEREAS** section 9(1) of the Municipal Act, 2001 provides that sections 8 and 11 shall be interpreted broadly so as to confer broad authority on municipalities to (a) enable them to govern their affairs as they consider appropriate, and (b) enhance their ability to respond to municipal issues.

**AND WHEREAS** section 391(c) of the Municipal Act, 2001 provides that a municipality may pass by-laws imposing fees or charges on any class of persons for the use of its property including property under its control;

**AND WHEREAS** section 427(1) of the Municipal Act, 2001 provides that a municipality may proceed to do things a person’s expense which that person is otherwise required to under by-law or otherwise has failed to do;

**AND WHEREAS** section 427(3) of the Municipal Act, 2001 provides that the costs incurred by a municipality in doing a thing or matter under section 427(1) may be recovered by adding the costs to the tax roll and collecting them in the same manner as taxes;

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

**Short Title**

This By-law shall be known and may be cited as the “Encroachment By-law”.

**1. Definitions**

1.1. In this By-law:

“*Adjacent boulevard*” means the *boulevard* immediately adjacent to the front, side, rear or exterior side of a property;

“Adjacent sidewalk” means the *sidewalk* immediately adjacent to the front, side, rear or exterior side of a property;

“*Boulevard*” means the portion of a *highway* which may be paved, unpaved, grassed or landscaped with other materials, and is situated between the *curb* or edge of the *roadway* and the adjacent property line on both sides of a *highway*;

“*Boulevard garden*” means plants, flowers, hedges, shrubs or vegetation, or combination thereof, that is planted in an *adjacent boulevard*, but does not include noxious weeds or invasive plant species;

“*Curb*” means the lateral boundary of the *roadway*, whether such lateral boundary is physically marked or not;

“*Director*” means the Director of Infrastructure Services for the Township of Wilmot or any successor position, or his or her designate;

“*Encroachment*” means any type of *soft landscaping*, tree edging, vegetation, natural or man made object or item of *personal property* not belonging to the *Township* which exists wholly upon, or extends from *private property* onto the *boulevard*, and can be aerial, surface or subsurface;

- “aerial encroachment” means an encroachment that is located at least .304 meters (12 inches) above the surface of public lands;
- “surface encroachment” means an encroachment that is located anywhere between the following: the surface of public lands to height less than .304 meters (12 inches) and beneath the surface of public lands to a depth of not more than 2.54 centimetres (1 inch);
- “sub-surface encroachment” means an encroachment that is located beneath the surface of public lands to a depth exceeding 2.54 centimetres (1 inch);

“*Encroachment agreement*” means an agreement between an *owner* and the *Township* that may be required as part of an *encroachment permit*;

“*Encroachment permit*” means a document issued by the *Township* granting a *person* permission to erect, plant, place or continue an *encroachment*;

“*Highway*” means a common and public *roadway*, avenue, parkway, *boulevards*, driveway, square, place, bridge, cul-de-sac, viaduct or trestle, any part of which is intended for or used by the public for passage of vehicles or pedestrians, and includes the area between the lateral property lines thereof;

“*Minor Encroachment*” means any *encroachment* onto the *boulevard* that the *Township* has determined may be allowed without the need for an *encroachment permit* and includes *soft landscaping* and tree edging;

“*Municipal boundary*” means the geographic boundary encompassing the Township of Wilmot;

“*Officer*” means an individual that is an employee of the *Township* who has been appointed pursuant to a *Township* By-law as a Municipal By-law Enforcement Officer and shall include the Director, Chief Building Official and Municipal Law Enforcement Services;

“*Owner*” means a *person* holding registered title to *private property*;

“*Person*” means an individual, corporation, association, firm, sole-proprietorship, partnership, trust, organization and includes the directors and officers of a corporation, a corporation created under the *Condominium Act, 1998*, s.o. 1998, c. 19, as amended, and the trustees, agents, heirs, executors or other legal representatives of a person to whom the context can apply according to law;

“*Personal property*” means any object or item of property other than real property, and including any fixture to real property, that is owned by the a *person*.

“*Private property*” means a parcel of real property, as it is described in the records of the land registry office and which is within the *municipal boundary* of the *Township*, that is owned by a *person*, including all buildings and structures thereon, and does not include *public land*;

“*Public land*” means any land owned by the *Township*, made available to the *Township* by lease, agreement or otherwise, or under the management of the *Township*;

“*Receptacle*” means any container, bin, cart or bag used to contain water material;

“*Region*” means the Regional Municipality of Waterloo;

“*Roadway*” means part of a *highway* used or intended to be used for vehicular travel by the general public;

“*Sidewalk*” means an improved portion of a *highway* between the *roadway* and the adjacent property line intended for the use of pedestrians and includes a multi-use trail or path;

“*Shoulder*” means the area adjacent to the *roadway* where there is no *curb*, but does not include a *sidewalk*, and may have an asphalt or granular surface;

“*Soft landscaping*” means a *boulevard garden*, grass or wood chips;

“*Township*” means The Corporation of the Township of Wilmot

“*Utility*” means any utility infrastructure including, but limited to, streetlight poles and conduit, natural gas lines and associated appurtenances, bell boxes and conduit, Rogers

or cable TV boxes and Hydro power boxes and conduit;

## **2. Application**

- 2.1. This By-law does not apply to the following:
  - 2.1.1. Signs erected on behalf of the *Township* or any other sign as authorized by the By-law 2002-68, as amended, or its successor by-law;
  - 2.1.2. Receptacles or waster items set out in the *boulevard* for collection services in compliance with the standards as set out in the *Region's* Waste Collection By-law 17-007, or its successor by-law;
  - 2.1.3. Rural and Canada Post community mailboxes erected on the *boulevard* and maintained in compliance with the requirements of the Mail Receptacles Regulations under the *Canada Post Corporation Act*;
  - 2.1.4. an *encroachment* permitted as a result of a written agreement with the *Township*, other than an *encroachment permit*;
  - 2.1.5. roadside memorials in accordance with the following:
  - 2.1.6. *utility* infrastructure

## **3. Encroachments Prohibited**

- 3.1. No *person* shall erect, plant, place or continue, or cause to be erected, planted, placed or continued an *encroachment* on *public land*.
- 3.2. Notwithstanding Section 3.1, an *owner* may, without further approval from the *Township*, erect, plant, place or continue a *minor encroachment* on an *adjacent boulevard* directly abutting their *private property* in accordance with Part 4 of this By-law.
- 3.3. Fences and/or wall for the delineation of property or privacy shall be in accordance with the Township Fence By-law 2009-36. Further, no fence wall shall be placed within the municipal right of way. Property lines shall be established prior to installation of any fence or wall and delineation of such shall be the responsibility of the property owner. Further, should work be required within the Municipal Right of Way for the installation of the proposed fence, a Road Occupancy Permit shall be obtained as per by-law 2022-046.

## **4. Minor Encroachments**

### **Soft Landscaping**

- 4.1. Every *owner* shall be permitted to plant a *boulevard garden* in accordance with the following:
  - 4.1.1. Shall not be planted in, or overhand a *shoulder, sidewalk or roadway*.
  - 4.1.2. Shall be maintained so as to not exceed seventy-six (76) centimetres (approximately thirty (30) inches) in height;
  - 4.1.3. Shall be at grade with any *adjacent sidewalk*; and
  - 4.1.4. Shall not be planted within thirty (30) centimetres (approximately twelve (12) inches) of a *sidewalk* or *curb*.
- 4.2. Every *owner* shall be permitted to place sod, seed or otherwise grow grass on an *adjacent boulevard* in accordance with the following:

- 4.2.1. Shall not be grown on the *shoulder* or *sidewalk*; and,
- 4.2.2. Shall not exceed twenty (20) centimetres (approximately eight (8) inches) in height.
- 4.3. Every *owner* shall be permitted to place wood chips around the base of a boulevard tree and the wood chips shall not exceed ten (10) centimetres (approximately four (4) inches in height).

#### **Tree Rings**

- 4.4. Every *owner* shall be permitted to erect tree rings around the base of a *boulevard* tree in accordance with the following:
  - 4.4.1. Shall not exceed fifteen (15) centimetres (approximately six (6) inches) in height;
  - 4.4.2. Shall have a minimum radius of sixty (60) centimetres (approximately twenty-four (24) inches) from the base of the tree;
  - 4.4.3. Shall have a minimum setback of thirty (30) centimetres (approximately twelve (12) inches) from a *sidewalk*;
  - 4.4.4. Shall be kept in good repair; and,
  - 4.4.5. Shall be modular and not rely on a fixed foundation for its support.

#### **General Prohibitions**

- 4.5. No *owner* shall erect, plant, place or continue, or cause to be erected, planted, placed or continued a *minor encroachment*:
  - 4.5.1. That is a sharp or dangerous in any way, or which may cause damage or injury to a *person* or thing;
  - 4.5.2. that obstructs the visibility of motorists or pedestrians, traffic sightlines or which obstructs or detracts from the visibility or effectiveness of any traffic sign or control device;
  - 4.5.3. that extends onto the *boulevard* fronting any neighbouring property when the common lot line is projected perpendicular to the *roadway*;
  - 4.5.4. that inhibits or obstructs *Township* operations including but not limited to snow ploughing, maintenance of *Township* trees or the repair and maintenance of *Township* infrastructure;
  - 4.5.5. that inhibits or obstructs access to fire hydrants, post office boxes, or any installations belonging to the *Township*, *Region*, or *utility* provider; or
  - 4.5.6. in a ditch, swale or any other *Township* infrastructure which is designed or exists for the purpose of storing or carrying storm water.

#### **Removal**

- 4.6. The *Director* may at any time remove any *minor* encroachment located on a *boulevard* without compensation, restoration or replacement.

### **5. Enforcement Permit**

- 5.1. Any *encroachment* on the *boulevard* that is not in accordance with Part 2 shall only be permitted by way of an *encroachment permit*.
- 5.2. Every application for an *encroachment permit* shall be made to the *Director*

prior to commencement of the *encroachment* and shall include:

- 5.2.1. A complete application form on the form provided by the *Director*,
  - 5.2.2. Plans, surveys, and other information as required by the *Director*,
  - 5.2.3. Location and description of the proposed *encroachment*,
  - 5.2.4. Payment of application fee in the amount as described in the applicable *Township* fees and charges by-law,
  - 5.2.5. Cost estimate reasonably estimating the costs of performing the portion of the proposed *encroachment* which lies entirely on or under the *boulevard*.
  - 5.2.6. If applicable, a security deposit for the proposed *encroachment* in the amount and form as required by the *Director*,
  - 5.2.7. An indemnity agreement in the form provided by the *Director* signed by the applicant or, where the applicant is a contractor of an *owner*, signed by the *owner*, whereby the signatory agrees to indemnify and save harmless The Corporation of the Township of Wilmot from any claims, demands, causes of action, loss, costs or damages that the *Township* may suffer, incur or be liable for resulting from action or works on or under the *boulevard*, whether with or without negligence on the part of the signatory, its vendors, suppliers, subcontractors or their respective directors, officers, agents, employees, partners, affiliates, volunteers or independent contractors in the course of performance of the signatory's obligations under, or otherwise in connection with, the application;
  - 5.2.8. Proof of comprehensive general liability insurance in an amount not less than \$5,000,000 naming the Corporation of the Township as an additional insured in a form satisfactory to the *Director*, and,
  - 5.2.9. Such further and other information as the *Director* may require.
- 5.3. The *Director* may require an *encroachment agreement* to be executed between the *owner* and the *Township* before an *encroachment permit* can be issued, the *Director* is delegated authority to execute the *encroachment agreement* on behalf of the *Township*.
  - 5.4. Where the *Director* deems it appropriate, and *encroachment agreement* may be registered against title to the owner's property with the land registry officer and all expenses in doing so shall be paid in advance by the *owner* applying for the *encroachment permit*.
  - 5.5. The *Director*, after receipt of all application materials required under Section 5.2 and execution of an *encroachment agreement* under Section 5.3, if applicable, may issue an *encroachment permit* with such conditions as the *Director* considers appropriate.
  - 5.6. In addition to any other conditions imposed by the *Director* under Section 5.5, the following conditions shall apply to an *encroachment permit* issued:
    - 5.6.1. Prior to commencement of the *encroachment*, the permit holder shall obtain such *utility* location stakeouts, clearance letters and written

consent as may be necessary to ensure that *utilities* are not damaged by the permit holder in the course of performing the *encroachment*;

- 5.6.2. The permit holder and individuals performing the *encroachment* on the permit holder's behalf shall perform the *encroachment* in accordance with:
  - 5.6.2.1. Applicable statutes, regulations, and by-laws including Provincial traffic regulations; and,
  - 5.6.2.2. Applicable *Township* standards including those standards for the restoration of the municipal services and restoration of the *boulevard* to the satisfaction of the *Township*. Further should work be required within the Township Right of Way a Road Occupancy Permit shall be obtained as per By-law 2022-046.
- 5.7. The *Director* shall review an application for an *encroachment permit* and upon the discretion of the *Director* may object to the erection, planting, placing or continuing of an *encroachment* on the *boulevard* on the basis that:
  - 5.7.1. The *encroachment* interferes with the Township's intent and purpose in holding the *boulevard*;
  - 5.7.2. The *encroachment* creates an unsafe condition;
  - 5.7.3. The *encroachment* creates a situation that is contrary to any *Township's* by-law, policy or resolution, or any Provincial or Federal regulation or legislation;
  - 5.7.4. The *encroachment* interferes with work, plans, efforts or initiatives of the *Township* to maintain the *boulevard*; or,
  - 5.7.5. The *encroachment* interferes with any *utility* or similar installation located on the *boulevard*.
- 5.8. Where there are objections from any *Director* to the erection, planting, placing or continuing of an *encroachment* on the *boulevard* on any basis set out in Section 5.7, the application shall be denied and the applicant shall be notified in writing that the application has been denied and the reason thereof, and the applicant may be provided a refund, if applicable, in accordance with the *Township's Fees By-law*.

#### **Permit Holder Requirements**

- 5.9. Where an application for an *encroachment permit* has been approved and the permit holder has been notified in writing that the *encroachment permit* is ready for execution, the permit holder shall have thirty (30) days to execute same and pay an applicable fees.
- 5.10. Where a permit holder fails to execute an *encroachment permit* or pay the applicable fees within thirty (30) days as prescribed in Section 5.9, the permit holder shall be deemed to have abandoned the application and forfeited any fees paid.
- 5.11. An *encroachment permit* is issued under this By-law is non-transferable.
- 5.12. The issuance of an *encroachment permit* under this By-law shall not relieve the

permit holder from compliance with any other applicable law.

- 5.13. Every *person* who holds an *encroachment permit* shall comply with conditions of the permit.

#### **No Vested Rights**

- 5.14. Nothing in this By-law, including the issuance of an *encroachment permit* or execution of an *encroachment agreement*, creates a vested right to any *boulevard* in the *owner* or in the occupant of the *private property* to which an *encroachment* is appurtenant, or in any other *person*, and any *encroachment* may be revoked in accordance with the provisions of this By-law or the conditions of an *encroachment permit* issued or *encroachment agreement* executed under this By-law. There shall be no adverse possession of the *boulevard* on which the encroachment is located.

#### **Revocation and Suspension of Permit**

- 5.15. The *Director* may revoke or suspend, without prior notice to the permit holder or any other *person*, the *encroachment permit* issued pursuant to this By-law without a refund of any fee paid.
- 5.16. The *Director* may impose conditions as a requirement of reinstating the *encroachment permit* suspended under Section 5.15
- 5.17. Where the permit holder fails to perform the actions or works proposed in the permit application, including restoration works, to the standards required by the *Director* and it becomes necessary, in the opinion of the *Director* acting reasonably, to repair or restore that portion of the *boulevard* or municipal services affected by the actions or works of the permit holder, the *Director* will use the security deposit to engage contractors or may direct *Township* staff to perform the actions or works.
- 5.18. The *Director* may invoice the *owner* for the *Township's* costs to complete the actions or works in Section 5.17 and will credit the amount of the security deposit against such invoices.
- 5.19. Where the expense incurred or the amount of the invoice in Section 5.18 exceeds the amount of the security deposit and the invoice remains unpaid after demand for payment has been made, the expense incurred or unpaid amount of the invoice may be added to the tax roll and collected in the same manner as property taxes.
- 5.20. The *Director* shall hold the security deposit until the *Township* is satisfied that the *boulevard* is left in a proper state of repair and that the actions and works are performed to the standards required by the *Director*. The *Township* will not pay interest on any monies held as the security deposit.

#### **Discontinuance of Permit**

- 5.21. If the *owner* intends to permanently discontinue an *encroachment*, the *owner* shall notify the *Director* in writing and shall thereafter remove the *encroachment* and restore the *boulevard* to its former condition at the *owner's* expense.
- 5.22. If the *Director* determines that a breach of the terms and conditions of an

*encroachment permit* has occurred, or that the term of said *encroachment permit* has expired, and that the encroachment should be discontinued, and *Officer* may issue an order requiring the *owner* to remove the *encroachment* and restore the *boulevard* to its former condition at the *owner's* expense.

## **6. Owner's Responsibility**

- 6.1. The *owner* is solely responsible for all claims related to an *encroachment*. This includes but is not limited to, property damage, bodily injury, work, enhancements or property on the *Township's* right of way.
- 6.2. The *Township* is not liable for any damages, losses or injuries caused by or to an *encroachment*.
- 6.3. For further clarity, the *Township* is not liable for any damages caused to an *encroachment* as result of the *Township's* operations including, but not limited to, snow ploughing, tree maintenance or the repair and maintenance of *Township* infrastructure.

## **7. Enforcement**

- 7.1. This By-law shall be enforced by *Officers*.

### **Powers of Entry and Inspection**

- 7.2. The *Director*, *Officers*, and any agent on behalf of the *Township* may at any reasonable time enter upon any land for the purpose of carrying out an inspection to determine whether the following are being complied with:
  - 7.2.1. In this By-law;
  - 7.2.2. Any director or order pursuant to this By-law;
  - 7.2.3. Any condition of an *encroachment permit* issued under this By-law; or
  - 7.2.4. An order issued pursuant to Section 431 of the *Municipal Act, 2001*.
- 7.3. No *person* shall hinder or obstruct, or attempt to hinder or obstruct, the *Director*, any *Officer*, or any agent on behalf of the *Township* who is exercising any power or authority, or performing a duty as permitted pursuant to this By-law.

### **Orders**

- 7.4. Where an *Officer* is satisfied that a contravention of this By-law has occurred, the *Officer* may make an order requiring the *person* who cause or permitted such contravention to discontinue the contravening activity.
- 7.5. Where an *Officer* is satisfied that a contravention of this By-law has occurred, the *Officer* may make an order requiring the *person* who cause or permitted such contravention to do work to correct the contravention.
- 7.6. An order may be delivered:
  - 7.6.1. Personally, with service deemed effective on the date the order is given;
  - 7.6.2. By providing it to any suspected adult individual on the land where the contravention occurred or at the last known address of any *person* named in the order, with service deemed effective on the date the order is given;
  - 7.6.3. By registered mail to the address where the contravention occurred or the last known address of any *person* named in the order, with service

deemed effective on the 5<sup>th</sup> day after mailing;

- 7.6.4. By posting the order in a conspicuous location on the land where the contravention occurred or at the last known address of any *person* named in the order, with service deemed effective on the day after posting; or,
- 7.6.5. By e-mail transmission only if the order is also delivered by registered mail and such e-mail transmission may be delivered to the last known e-mail address of any *person* named in the order, with service deemed effective on the 5<sup>th</sup> day after transmission.
- 7.7. An *Officer* may enter upon any land for the purpose of delivering an order pursuant to Section 7.6.
- 7.8. Every *person* to whom an order is issued shall comply with the order.
- 7.9. Any order issued pursuant to this By-law may be rescinded by the Director, Building and Municipal Law Enforcement Services at any time.
- 7.10. An *Officer* may extend the time for compliance with an order made pursuant to this By-law.
- 7.11. No order issued under this By-law shall be appealed to any board, tribunal or similar body.

#### **Remedial Action**

- 7.12. Wherever an order, issued pursuant to this By-law, directs or requires any matter or thing to be done by any *person* within a specified time period, in default of it being done by the specified time period, the Director, Building and Municipal Law Enforcement Services or an *Officer* may initiate remedial action and the *Township* may recover, from any *person* directed or required to do the matter or thing, the costs incurred through legal action or by adding to the costs to the tax roll and collecting them in the same manner as property taxes.
- 7.13. For the purposes of taking remedial action under section 7.12, the *Township*, its staff and its agents may enter, at any reasonable time, upon any lands on which a default occurred to carry out a required matter or thing.

#### **8. Offences**

- 8.1. Every *person* who contravenes any provision of this By-law is guilty of an offence.
- 8.2. Every *person* who is charged with an offence under this By-law by the filing of a certificate of offence under Part I of the *Provincial Offences Act*, R.S.O. 1990, c. P33, as amended, upon conviction is liable to a fine as provided for by the aforesaid Act.
- 8.3. Every *person* who is charged with an offence under this By-law by the laying of an information under Part III of the *Provincial Offences Act*, R.S.O. 1990, c. P. 33, as amended, upon conviction is liable to a fine as follows:
  - 8.3.1. To a minimum fine of \$500 and to a maximum fine of \$100,000;
  - 8.3.2. For each day or part of a day that the offence continues, to a minimum fine of \$500 and a maximum fine of \$10,000, and the total of all daily

fines for the offence is not limited to \$100,000; and,

8.3.3. In the case of multiple offences, for each offence included in the multiple offence, to a minimum fine of \$500 and a maximum fine of \$10,000, and the total of all fines for each included offence is not limited to \$100,000.

8.4. The court in which the conviction has been entered, and any court of competent jurisdiction, thereafter, may make an order prohibiting the continuation or repetition of the offence by the *person* convicted and such order shall be in addition to any other penalty upon the *person* convicted.

9. **Severability**

9.1. Each and every one of the foregoing provisions of the by-law is severable, and if any provisions of the by-law is severable and if any provisions of this by-law should, for any reason, be declared invalid by any court, it is the intention and desire of this Council that each and every one of the remaining provisions shall remain in full force and effect.

**READ** a first and second time in Open Council this 29<sup>th</sup> day of September, 2025.

**READ** a third time and finally passed in Open Council this 29<sup>th</sup> day of September, 2025.

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Clerk**

# THE CORPORATION OF THE TOWNSHIP OF WILMOT

## BY-LAW NO. 2025-55

**BEING A BY-LAW to regulate discharges to the Sewage Works and Drainage Works of the Township of Wilmot, and to provide for the protection of these systems and the Natural Environment.**

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

**AND WHEREAS** subsection 8(1) of the Municipal Act, 2001, S.O. 2001, c.25 provides that the powers of a municipality shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

**AND WHEREAS** section 11(3) of the Municipal Act, 2001, S.O. 2001 c. 25, authorizes a municipality to pass by-laws respecting matters concerning public utilities;

**AND WHEREAS** subsection 446 of the Act provides that where a municipality has the authority by by-law or otherwise to direct that a matter or thing be done, the municipality may also provide that, in default of it being done by the Person directed to do it, the matter or thing shall be done at the Person's expense and the municipality may recover the expense occurred by action or by adding the cost to the tax roll;

**AND WHEREAS** the Municipal Council of the Corporation of the Township of Wilmot deems it necessary and desirable to regulate discharges to the Sewage Works and Drainage Works and to provide for the protection of the Natural Environment and the Sewer systems within the Township of Wilmot;

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

### **1. SHORT TITLE**

This by-law shall be known, and may be cited, as the "Sewer Use By-Law."

### **2. DEFINITIONS**

The following terminology is used throughout the By-law:

Definitions in the Township of Wilmot Property Standards By-law 2008-54, as amended, shall be used with respect to matters pertaining to maintenance of properties, buildings and structures which are undefined in this By-law.

Definitions in the *Building Code Act*, 1992, S.O. 1992, c.23 (the "*Building Code Act*") and O. Reg. 332/12 under the *Building Code Act* (the "Ontario Building Code") shall be used with respect to matters pertaining to building construction which are undefined in this By-law.

**"Accredited Laboratory"** means any laboratory accredited by an authorized accreditation body in accordance with a standard based on "CAN-P-1585: *Requirements for the Accreditation of Environmental Testing Laboratories*" established by the Standards Council of Canada, as amended, or "ISO/IEC/EN 17025: *General Requirements for Competence of Calibration and Testing Laboratories*" established by the International Organization for Standardization, as amended.

**“Appurtenance”** means the apparatus or equipment that is an accessory to the Sewage Works or to the Drainage Works.

**“Blank”** or **“Blanked”** means the temporary or permanent decommissioning of a pipe by means of plugging, capping, or other method approved by the Township.

**“Building Code”** means the Building Code pursuant to the *Building Code Act*, 1992, S.O. 1992, c. 23, as amended, or any successor legislation thereto;

**“Carbonaceous Biochemical Oxygen Demand (CBOD)”** is a measure of the quantity of oxygen used for the decomposition of organic matter under standard laboratory procedures in five days in the presence of a nitrification inhibitor, expressed in mg/L.

**“Catch Basin”** means a receptacle installed to collect surface water from an open area, for drainage into the Storm Sewer system, and to trap solids by means of a sump within the Catch Basin.

**“Chemical Oxygen Demand (COD)”** is the measure of the capacity of water to consume oxygen as a result of oxidation of inorganic chemicals and decomposition of organic Matter.

**“Chief Building Official (CBO)”** means a Person and such inspectors as appointed by the Township necessary for the enforcement of the *Building Code Act* and the regulations thereunder and any other statutes referred to in this By-law, and all Persons authorized at the direction of the Chief Building Official for the purposes of exercising the power and duties of the Chief Building Official under this By-law.

**“Clean Water Act, 2006”** means the *Clean Water Act, 2006*, S.O. 2006, c. 22, as amended, or any successor thereof.

**“Commercial”** means any premise that operates a business activity which may distribute goods or provide services, but generally does not involve the manufacturing, processing, or production of goods from which there is a discharge of Matter directly or indirectly into a Sanitary Sewer or Storm Sewer of the Township.

**“Composite Sample”** means a sample which is composed of a series of Grab Samples taken at intervals during the sampling period.

**“Council”** means the municipal council of The Corporation of the Township of Wilmot.

**“Drainage System”** means a natural or constructed means of intercepting, collecting, and removing Stormwater or Groundwater, usually by gravity flow.

**“Drainage Works”** means any and all Storm Sewers, buildings, structures, equipment, Appurtenances, devices, conduits, underground pipelines, laterals, ditches, Watercourses, and Municipal Drains and Outlets created under the *Drainage Act*, R.S.O. 1990, c. D. 17, as amended, and related installations and other works of the Township designed for the collection and transmission of Stormwater or Groundwater, and includes lands over which an easement or consent has been granted or lands appropriated for such purposes and use.

**“DGSSMS”** means Region of Waterloo and Area Municipalities Design Guidelines and Supplemental Specifications for Municipal Services

**“Environmental Protection Act”** means the *Environmental Protection Act*, R.S.O. 1990, c. E. 19, as amended, or any successor thereof.

**“Fuel”** means alcohol, gasoline, naphtha, diesel fuel, fuel oil or any other ignitable substance intended for use as a fuel.

**“Foundation Drain”** means drainage piping installed below the surface of the ground to collect and convey water away from a building foundation (see Figure 1).

**“Grab Sample”** means an aliquot of the flow being sampled taken at one particular time and place.

**“Groundwater”** means water beneath the earth’s surface accumulating as a result of seepage.

**“Hauled Sewage”** means waste removed from any Sewage system, including a cesspool, septic tank system, privy vault or privy pit, chemical toilet, portable toilet, or Sewage holding tank.

**“Industrial”** means of or pertaining to manufacturing, commerce, trade, business, or institutions as distinguished from domestic or residential.

**“Industry”** means any Industrial, Commercial, or Institutional premises from which there is a discharge of any Matter directly or indirectly into a Sanitary Sewer or Storm Sewer of the Township.

**“Institutional”** means of or relating to a facility, usually owned by a government, operated for public purposes, such as schools, universities, medical facilities (hospitals, nursing stations, nursing homes), museums, prisons, government offices, military bases, some of which facilities produce non-residential discharges to Sanitary Sewers from laboratories, chemical use, or industrial processes, for example.

**“Interceptor”** means a receptacle installed to collect and prevent oil, grease, petroleum products, grit, sand, and/or other materials from passing into the Sanitary Sewer system or Storm Sewer system.

**“Leak”** means to enter or escape through an opening usually by fault or mistake, particularly involving inflow, infiltration, and exfiltration as they pertain to Sewer Systems.

**“Manager”** is the Manager of Public Works, or the Manager of Engineering Infrastructure Services Or their designate.

**“Matter”** includes any solid, liquid or gas.

**“Ministry of Environment, Conservation and Parks”** (MECP) means the Ontario government ministry responsible for protecting and improving the quality of the Natural Environment in Ontario, or as renamed under subsequent governments.

**“Monitoring Access Point”** means an access point, such as a chamber, in a Private Sanitary Lateral to the Sanitary Sewer system or Private Storm Lateral to the Storm Sewer system, to allow for observation, sampling and flow measurement of the Wastewater, Stormwater, Subsurface Water, or Uncontaminated Water therein.

**“Multi-Residential”** means a property, including, but not limited to, an apartment, row house, townhouse complex or condominium property, which contains six or more Dwelling Units.

**“Municipal Sanitary Lateral”** means the pipes and Appurtenances of the Sewage Works located within the right-of-way and situated between the Sanitary Sewer and the property line (see Figure 1).

**“Municipal Storm Lateral”** means the pipes and Appurtenances of the Drainage Works located within the right-of-way and situated between the Storm Sewer and the property line (see Figure 1).

**“Natural Environment”** means the land and water, or any combination thereof, of the Township.

**“Non-contact Cooling Water”** means water which is used to reduce temperature for the purpose of cooling, and which does not come into direct contact with any raw material, intermediate or finished product other than heat.

**“Officer”** means a Municipal Law Enforcement Officer appointed by the Township for the purposes of enforcing the provisions of this By-law.

**“Ontario Regulation 347”** means Revised Regulations of Ontario, 1990, Regulation 347 (General – Waste Management), or any successor regulation thereof, made under the *Environmental Protection Act*.

**“Ontario Water Resources Act”** means the *Ontario Water Resources Act*, R.S.O. 1990, c. 0.40, as amended, or any successor thereof.

**“Outlet”** means a location at which Stormwater is discharged into a Stormwater Management system, Watercourse, or Surface Water Feature.

**“Owner”** means the registered owner of the lands and premises or the Person in lawful control of the premises who operates any facility or activity which is subject to the provisions of this By-law.

**“PCB”** means any monochlorinated or polychlorinated biphenyl, or any mixture of them, or any mixture that contains one or more of them.

**“Person”** will be broadly interpreted and includes a natural person, a corporation, a partnership, a sole proprietorship, a trust, a joint venture, an association, or any other organization or entity of any kind and their respective heirs, executors, administrators, successors, assigns or other legal representatives of a person to whom the context can apply according to law.

**“Pesticide”** means a pesticide regulated under the *Pesticides Act*, R.S.O. 1990, c. P.11, as amended.

**“pH”** means the logarithm to the base 10 of the reciprocal of the concentration of hydrogen ions in moles per litre of solution.

**“Phenolic Compounds”** means those derivatives of aromatic hydrocarbons which have a hydroxyl group directly attached to the ring as determined by Standard Methods.

**“Private Drain”** means a ditch, swale, channel, Watercourse, and/or pipe or system of pipes that collects and carries Stormwater or Groundwater which is within the limits of private property and privately-owned.

**“Private Drainage System”** means a privately-owned network of ditches, swales, collection pipes, maintenance holes, Interceptors, Catch Basins, and Appurtenances, to collect Stormwater or Groundwater, discharging to the Drainage Works or other approved Outlet, usually by gravity flow.

**“Private Sanitary Lateral”** means the pipes used to convey Sewage from a private property to the property line and a Municipal Sanitary Lateral and the Sewage Works (see Figure 1).

**“Private Sewage Collection System”** means a privately-owned network of Sewage collection pipes, maintenance holes, Interceptors, private Sewage lift stations, holding tanks, pump systems, and Appurtenances, servicing two or more buildings, discharging to the Sewage Works.

**“Private Sewage Disposal System”** means a Sewage system or a Sewage Works as defined in the Ontario Building Code, that is not owned and operated by the Crown, a municipality, or an organization acceptable to the Director responsible for issuing an environmental compliance approval required under section 53 of the Ontario Water Resources Act.

**“Private Storm Lateral”** means the pipes to convey drainage from a private property to the property line and a Municipal Storm Lateral and the Drainage Works (see Figure 1).

**“Rainwater Harvesting System”** means technology used to collect and store rainwater and snow melt, typically from building roofs, for on-site uses such as irrigation and flushing toilets.

**“Region”** means the Regional Municipality of Waterloo.

**“Regional Works”** includes any Sanitary Sewer, sewage works, storm sewer, wastewater treatment plant, pumping station, and any incidental valves, access chambers and other works, that is owned or under the jurisdiction of the Region of Waterloo;

**“Sanitary Sewer”** means a Sewer for the collection and transmission of Sewage or Wastewater.

**“Service Connection”** means the part or those parts of any pipe or system of pipes leading directly to the municipal Sanitary Sewer or Storm Sewer (see Figure 1).

**“Severely Toxic Contaminant”** means any substance listed in Schedule 3 of Ontario Regulation 347.

**“Sewage”** means any liquid waste containing organic, inorganic, animal, vegetable, or mineral Matter in solution or in suspension but does not include Stormwater or Uncontaminated water.

**“Sewage Works”** means any works for the collection, transmission, treatment or disposal of Sewage or Wastewater, or any part of such works, but does not include plumbing to which the Ontario Building Code applies.

**“Sewer”** means a pipe, conduit, drain, open channel or ditch for the collection and transmission of Sewage, Stormwater, or Uncontaminated Water, or any combination thereof.

**“Solvent Extractable Matter”** means grease and oil as determined by Standard Methods.

**“Spill”** when used with reference to a pollutant, means a direct or indirect discharge into the Sewage Works, Drainage Works, or the Natural Environment from or out of a structure, vehicle, or other container that is abnormal in quantity or quality in light of all the circumstances of the discharge.

**“Standard Methods”** means the procedure set out in *Standard Methods for the Examination of Water and Wastewater* published jointly by the American Public Health Association, Water Environment Federation, and American Water Works Association, latest addition, or the Ministry of Environment, Conservation and Parks publication *Protocol for the Sampling and Analysis of*

*Industrial/Municipal Wastewater, 2016*, as may be amended, modified, supplemented or replaced from time to time.

**“Storm Sewer”** means a Sewer for the collection and transmission of Uncontaminated Water, Stormwater, drainage from land or from a Watercourse or any combination thereof.

**“Stormwater”** means the water running off the surface of a drainage area during and immediately after a period of rain or snow melt, including water from roofs, sump pumps or Foundation Drains.

**“Stormwater Management”** means drainage control practices and constructed works implemented to protect property, natural or constructed Watercourses, and Surface Water Features from Stormwater impacts.

**“Subsurface Water”** means Groundwater including Foundation Drain water.

**“Surface Water Feature”** means water-related features, including headwaters, rivers, stream channels, inland lakes and ponds, seepage areas, recharge/discharge areas, springs, wetlands and associated riparian lands that can be defined by their soil moisture, soil type, vegetation, and topographic characteristics.

**“Total Kjeldahl Nitrogen”** (TKN) means organic nitrogen as determined by Standard Methods.

**“Total Suspended Solids”** (TSS) means insoluble Matter in liquid that is removable by filtration, as determined by the appropriate procedure described in Standard Methods.

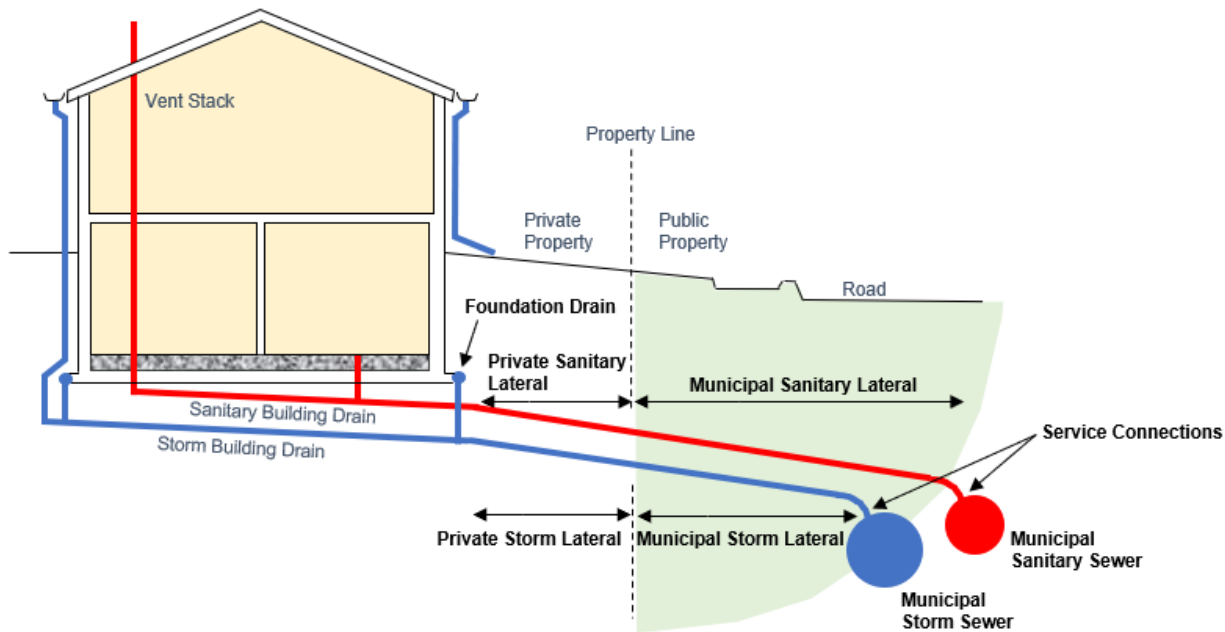
**“Uncontaminated Water”** means water to which no Matter has been added as a consequence of its use, or to modify its use, by any Person or by any means, with a level of quality which is comparable to potable water normally supplied by the Township.

**“Wastewater”** means a composite of water and water-carried wastes from residential, Commercial, Industrial or Institutional premises or any other source, including swimming pools, hot tubs, spas, or wading pools.

**“Wastewater Sludge”** means solid material recovered from the Wastewater treatment process.

**“Watercourse”** means an open channel, ditch, or depression, either natural or artificial, in which flow of water occurs either continuously or intermittently.

**Figure 1** illustrates some key terminology related to property drainage used in this By-law.



**Figure 1: Property Drainage Terminology**

### **3. SCOPE**

The following terminology is used throughout the By-law:

This By-law applies to the construction, management, use, operation, maintenance, repair, and rehabilitation of the Sewage Works and Drainage Works under the jurisdiction of the Corporation of the Township of Wilmot.

Sanitary Sewer service areas and Storm Sewer service areas covered under this By-law are as identified in the Township's Official Plan and supporting infrastructure studies and area specific servicing plans, as approved by Council through By-law adoption from time to time.

The Township shall manage and maintain the Sewage Works and the Drainage Works in accordance with the provisions of this By-law and the provisions of the Municipal Act, 2001, S.O. 2001, the Ontario Water Resources Act, R.S.O. 1990, c. O.40, the Environmental Protection Act, R.S.O. 1990, c. E. 19, the Drainage Act, R.S.O. 1990, c. D.17, the Fisheries Act, R.S.C., 1985, c. F-14, the Clean Water Act, 2006, S.O. 2006, c.22, the Building Code Act, 1992, S.O. 1992, c.23, and regulations, standards, and guidelines established under these Acts, as may be amended from time to time, and any other applicable law or regulations.

The use of the Sewer Works and Sewage discharge characteristics shall conform to the restrictions of the Regional Municipality of Waterloo Sewer Use By-law 21-036, as amended from time to time. If any conflict arises between this By-law and the Regional By-law, the more restrictive clauses shall apply.

### **4. ADMINISTRATION**

#### **4.1. Administrative Responsibilities**

The administration and enforcement of this By-law shall be under the jurisdiction of the Manager. The Manager shall appoint Municipal By Law Enforcement Officers or other designates, as required, for the purpose of administering and enforcement of this By-law.

The Manager may delegate any action he or she is authorized under this By-law.

The Township shall establish and periodically update standards, guidelines, and specifications governing the design, construction, operation, maintenance, repair and rehabilitation of the Sewage Works and Drainage Works.

#### **4.2. Responsibilities of the Owner**

The entire cost of providing, installing, operating, maintaining, repairing, replacing, or relocating any Private Sanitary Lateral or Private Sewage Collection System and any Private Storm Lateral or Private Drainage System or private Stormwater Management system, and Appurtenances connected, shall be the responsibility of, and paid for by, the Owner.

Every Owner shall maintain their Private Sanitary Lateral, Private Sewage Collection System, Private Storm Lateral, Private Drainage System, or private Stormwater Management systems, including Appurtenances connected thereto, in good working order and condition in accordance with its designated purpose and to the satisfaction of the Township.

Every Owner shall ensure that all maintenance holes, Interceptors, Catch Basins, devices, or Appurtenances on private property required under this By-law are maintained as per design.

Every Owner of a Private Sewage Collection System shall:

- a) properly operate their facilities;
- b) promptly resolve any maintenance needs; and
- c) regularly inspect the system to ensure it complies with this By-law.

Once a Service Connection has been installed and put into service, no Person shall alter, modify, or disconnect the Service Connection from a Sanitary Sewer or Storm Sewer without the prior written approval of the Township.

Every Owner shall, at all reasonable times and upon reasonable notice provided by the Township, allow and provide access to buildings or premises to any Person duly authorized by the Township for the purposes of inspecting, maintaining, repairing, disconnecting, or reinstalling a Service Connection or for taking corrective action, and/or carrying out work required by this By-law.

Every Owner shall be responsible for fees in relation to applications and other requirements of this By-law as set out in the Township's Water and Wastewater Fees and Charges By-law, as periodically amended.

Only an Owner may request the disconnection of a Service Connection. Such request shall be made in writing in a form as specified by the Township.

Every Owner shall indemnify and hold harmless the Township for any loss or damage to the Township or to any Person, that may occur in, or as a result of, work carried out or actions by the Owner or an agent of the Owner as required under this By-law.

#### **4.3. Reports Required**

Every Owner of a Private Sewage Collection System shall, upon request, submit to the Township:

- a) a maintenance, operations, and inspection program for their facilities in a format as approved by the Township; and
- b) any system facility performance details in a format as approved by the Township.

#### **4.4. Design and Construction**

Before approval of the construction of, or modifications to, a Drainage System, or before approval of a Service Connection from a Drainage System, or in anticipation of possible adverse consequences from potential future flooding of the subject or surrounding lands, or potential adverse Stormwater quality, the Township may require the Owner, to complete one or more of the following:

- a) a study on Stormwater quality and/or quantity;
- b) modification and/or construction of Stormwater facilities;
- c) adoption and implementation of pollution prevention techniques and measures;
- d) adoption of a Stormwater Management plan; and/or
- e) any other requirement as specified by the Township or Council.

No Person shall discharge Sewage to the Sewage Works or Stormwater to the Drainage Works except at Service Connection locations and in a manner specified by the Township, as may be altered from time to time.

Every Owner shall ensure that all new Sewage Works and Drainage Works, or modifications to existing ones, are constructed with adherence to the Region of Waterloo and Area Municipal Design Guidelines and Supplemental Specifications for Municipal Services, and the Township of Wilmot Infrastructure Standards and Specifications as amended from time to time.

## **5. SANITARY SEWER REQUIREMENTS**

### **5.1. Service Connections**

Where a municipal sewer is readily available, connection to the Municipal System shall be mandatory. The Township shall not permit Septic systems where an existing sanitary sewer is available for discharge within 100m of the proposed development and the service can be practically made without requiring private easements or crossing natural hazards.

All Service Connections to the Sewage Works and all replacements to, relocations of, disconnections, or removals from the Sewage Works require prior approval through written application and the issuance of a permit by the Township.

An Owner shall pay all applicable fees and charges for the supply, installation, replacement, relocation, or disconnection of Service Connections as prescribed by in the Fees and Charges By-Law.

Where a Service Connection is made to the Sewage Works in compliance with this By-law, any septic tanks, cesspools and similar Private Sewage Disposal Systems shall be cleaned and filled, or removed or decommissioned, within 30 calendar days after the completion of the Service Connection, to the satisfaction of the Chief Building Official.

Where specific health hazards or environmental concerns have been identified, an Owner shall connect all sanitary facilities within an existing building to the Sewage Works, in accordance with the Ontario Building Code, Part 7, within 60 calendar days of receipt of a registered notice to make such Service Connection from the Township and/or from the Medical Officer of Health, to the satisfaction of the Chief Building Official and the Township.

No Owner shall construct a Service Connection through neighbouring private lands without obtaining written authorization from those property owners and a private easement over the said properties.

No Person shall construct or attempt to construct all or any part of a Service Connection prior to:

- a) completing and submitting to the Township a Service Connection application;
- b) receiving approval in writing from the Township to construct such Service Connection;
- c) paying in full any fees or charges related to the administration of this By-law; and

Service Connections believed to be defective shall be reported to the Township.

Where the Township has Blanked a Service Connection, the Service Connection shall not be reinstated until the Township or Chief Building Official has been satisfied that any non-compliance with discharge requirements or any defect in such Service Connection has been properly rectified in accordance with Township standards and the requirements established under this By-law.

Every Owner shall maintain a Private Sanitary Lateral and repair or replace it as required to ensure that it does not Leak or cause damage to other property or Township infrastructure.

### **5.2. Sanitary Lateral**

Where a building has been demolished and the property Owner proposes to utilize the existing Private Sanitary Lateral to serve a new building, the Owner must first obtain the written approval from the CBO or Manager of Engineering to do so.

The construction may require a new Private Sanitary Lateral unless it can be demonstrated that:

- a) The existing lateral conforms with DGSSMS B3.3 and C.3.1.5
- b) The existing lateral is free from sags and defects.

A recent (<5yrs) CCTV of the sewer lateral shall be provided for the Township for Review and acceptance or Township Staff shall be permitted to CCTV the lateral. The lateral(s) shall be either:

- c) Accepted for use in their current condition.
- d) Require relining or rehabilitation.
- e) Require replacement full replacement.

All costs associated with rehabilitation or replacement of the sewer laterals shall be in accordance with section 4.2.

Every Owner shall maintain a Private Sanitary Lateral and repair or replace it as required to ensure that it does not Leak or cause damage to other property or City infrastructure.

### **5.3. Service Disconnections**

Every Owner requiring the discontinuation of a Service Connection for the purpose of demolition, or for other reasons, shall excavate, cap/plug, backfill, and reinstate the excavation so that the Service Connection may be properly Blanked and inspected by the Township.

No Person shall reconnect or reinstate a disconnected or Blanked Service Connection without reapplication for the Service Connection in accordance with the standards of the Township and payment of the applicable fees.

### **5.4. Discharges to Sanitary Sewer**

No Person shall discharge or deposit or cause or permit the discharge or deposit of any of the following Matter into or in any Sanitary Sewer or municipal or private Service Connection to any Sanitary Sewer:

- a) Matter of any type or at any temperature or in any quantity which may be, or may become, a health or safety hazard to a Township employee, or which may be, or may become, harmful to the Sewage Works, or which may cause a Sewage Works effluent to contravene any requirement by or under the *Ontario Water Resources Act* or the *Environmental Protection Act*;
- b) Matter which may cause the sludge or compost from the Sewage Works to fail to meet the criteria relating to contaminants for utilizing the sludge or compost for beneficial use under Ontario Guidelines for Sewage Sludge Utilization on Agricultural Lands (March 1996), or any successor thereto;
- c) Matter which may interfere with the proper operation of the Sewage Works, or which may impair or interfere with any Sewage treatment process, or which is or may result in a hazard to any Person, animal, property or vegetation;
- d) Solid or viscous Matter in such quantity or size as to be capable of causing obstruction to the flow in a Sanitary Sewer
- e) Sewage that may cause an offensive odour to emanate from the Sewage Works;
- f) Stormwater, water from drainage of roofs or land, water from a Watercourse or Uncontaminated Water;
- g) Water that has originated from a source separate from the water distribution system of the Township;
- h) Sewage which consists of two or more separate liquid layers;
- i) Sewage containing dyes or colouring materials that cause, or may cause discolor to the Sewage Works or effluent;
- j) Fuel
- k) Pesticides
- l) Severely Toxic Contaminant
- m) Biomedical Wastes
- n) Hauled Sewage; or
- o) Radioactive Wastes

Subject to subsection (2) of this section, no person shall discharge or deposit, or cause or permit the discharge or deposit, of effluent containing any of the following Matter in excess of the concentrations or limits indicated in the Region of Waterloo By-Law Number 21-036 as provided in Schedule 2 to be updated periodically.

The prohibition in subsection 5.3.1 of this section shall not apply to the discharge or deposit of CBOD, TSS, P and TKN if:

- a) the discharge or deposit is less than 0.5% on average and no more than 1% at any time of the loading coming into the receiving wastewater treatment plant;
- b) the discharge or deposit of effluent has no negative impact on either the receiving Sanitary Sewer or Regional Works.

### **5.5. Disconnection of Stormwater from Sanitary Sewer**

Every Owner of a building or premises which has a Private Drain, Private Drainage System, Private Storm Lateral, downspouts, Foundation Drains and/or sump pumps connected to the Sanitary Sewer system shall, at their own expense, disconnect such items from the Sanitary Sewer system.

## **6. STORM SEWER REQUIREMENTS**

### **6.1. Service Connections**

All Service Connections to the Drainage Works and all replacements to, relocations of, disconnections or removals from the Drainage Works require prior approval through written application and the issuance of a permit by the Township.

No Person shall construct or attempt to construct all or any part of a Service Connection to the Drainage Works prior to:

- a) completing and submitting to the Township a Service Connection application;
- b) receiving approval in writing from the Township to construct such Service Connection; and;
- c) paying in full to the Treasurer of the Township any fees or charges in relation to the administration of this By-law.

An Owner shall pay all applicable fees and charges for the supply, installation, replacement, relocation, or disconnection of drainage Service Connections as prescribed by Council.

In order to be granted a permit to connect to a Storm Sewer of the Drainage Works, a building, premises or facility must be within a Storm Sewer service area (as defined by the Official Plan of the Township, as amended) and, at the discretion of the Township, must have frontage or flankage abutting a Storm Sewer of the Drainage Works.

### **6.2. Storm Laterals**

Where a building has been demolished and the property Owner proposes to utilize the existing Private Storm Lateral to serve a new building, the Owner must first obtain the written approval from the CBO or Manager of Engineering to do so.

The construction may require a new Private Storm Lateral unless it can be demonstrated that:

- a) The existing lateral conforms with DGSSMS B4.5 C3.1.7
- b) The existing lateral is free from sags and defects.

A recent (<5yrs) CCTV of the sewer lateral shall be provided for the Township for Review and acceptance or Township Staff shall be permitted to CCTV the lateral. The lateral(s) shall be either:

- c) Accepted for use in their current condition.
- d) Require relining or rehabilitation.
- e) Require full replacement.

All costs associated with rehabilitation or replacement of the sewer laterals shall be in accordance with section 4.2.

Every Owner shall maintain a Private Storm Lateral and repair or replace it as required to ensure that it does not Leak or cause damage to other property or City infrastructure.

### **6.3. Discharges to Storm Sewer**

Permitted discharges to a Storm Sewer include Stormwater, Uncontaminated Water, Dechlorinated municipal water or Non-contact Cooling Water following an thermal impact assessment.

No Person shall discharge or deposit or cause or permit the discharge or deposit into the Drainage Works any Matter which may:

- a) interfere with the proper operation of a Storm Sewer;
- b) obstruct a Storm Sewer or the flow therein;
- c) result in a hazard to any Person, animal, property or vegetation;
- d) impair the quality of the water in any well, lake, river, pond, spring, stream, reservoir or other water or Surface Water Feature; or

- e) result in the contravention of an approval, requirement, direction or other order under the Ontario Water Resources Act, Environmental Protection Act, Fisheries Act, or Clean Water Act, 2006 with respect to the Storm Sewer or its discharge.

#### **6.4. Private Drain Requirements**

No Person shall alter, fill, obstruct, block or in any way interfere with a Private Drain, including allowing a Private Drain to fall into disrepair such that the flow of Stormwater, Groundwater, surface, or Subsurface Water from or to another private land is interfered with to the extent that the Owners of such other private land suffer damages or are inconvenienced.

Every Owner of land shall keep in a state of good repair any Private Drain on land owned or occupied by them, thus shall alter, relay, or repair any Private Drain as may be required for compliance with this By-law.

The Township may send to, or serve on, the Owner of any land a notice requiring the Owner to maintain, repair, alter, relocate, or relay any Private Drain, within a specified number of calendar days, as may be required by the Township pursuant to section 5.3 of this by-law.

If any Person causes or permits the alteration, fill, obstruction or blocking of, or interference with any Private Drain, the Township may by written notice to, or served on, such Person, require such Person to remedy or remove the alteration, fill, obstruction, blocking or interference forthwith.

### **7. INTERCEPTORS**

Every Owner of a restaurant or other Institutional or Commercial building or establishment where food is cooked, processed or prepared that discharges directly or indirectly to a Sanitary Sewer shall install and maintain an Interceptor in accordance with the most current requirements of the Building Code to prevent any food oils or greases from entering the Sanitary Sewer.

Every Owner of a motor vehicle service station, mechanical repair shop or any other establishment where motor vehicles are repaired, lubricated, or maintained that discharges directly or indirectly to a Sanitary Sewer shall install and maintain an Interceptor in accordance with the most current requirements of the Building Code to prevent any mechanical oils or greases from entering the Sanitary Sewer.

Every Owner of an establishment where sand, grit or similar material is used in a Commercial or Industrial process that directly or indirectly discharges to a Sanitary Sewer shall install and maintain an Interceptor in accordance with the most current requirements of the Building Code to prevent any sand, grit or similar material from entering the Sanitary Sewer.

### **8. WASTEFOOD GRINDERS**

No Person shall install or operate any food waste grinding devices, the effluent from which discharges directly or indirectly into a Sanitary Sewer or Storm Sewer.

### **9. PROHIBITION OF DILUTION**

No Person shall discharge or permit the discharge, directly or indirectly, of Wastewater into the Sewage Works or Drainage Works where water has been added to the discharge for the purposes of dilution to achieve compliance with this By-law.

### **10. NONCONTACT COOLING WATER**

No Person shall discharge Non-contact Cooling Water or Uncontaminated Water to a Sanitary Sewer from any residential property.

The discharge of Non-contact Cooling Water or Uncontaminated Water to a Sanitary Sewer from Industrial, Commercial, or Institutional properties is permissible where:

- a) in the case of a proposed building, no Storm Sewer exists adjacent to the building and no opportunity exists to discharge to yard drainage; or
- b) in the case of an existing building, no Storm Sewer Service Connection exists to the building.

- c) An approved flow monitor has been added to the effluent line for the monitoring and measuring of flows to the sanitary sewer network.

#### **11. WATER ORIGINATING FROM SOURCE OTHER THAN MUNICIPAL WATER SUPPLY**

Except for Wastewater originating from a Township-approved Rainwater Harvesting System, no Person shall discharge water originating from a source other than the Township water supply, including Stormwater or Groundwater, directly or indirectly to a Sanitary Sewer, unless:

the discharge is in accordance with a Discharge Agreement;

the discharge does not exceed the limits set out under Schedule 'B'; and

in the event the discharge does exceed the limits set out under Schedule 'B', the discharge is in accordance with an Overstrength Surcharge Agreement or Overstrength Surcharge Compliance Agreement.

All construction sites within the Township must comply with the Construction Specifications for Control of Water from Dewatering Operations, OPSS.MUNI 518, 2017, as amended.

Every Owner of a construction site, where such discharges may directly or indirectly enter a Storm Sewer, land drainage, into the Natural Environment or highway from the construction site, shall install, operate, and properly maintain controls to prevent such a discharge or deposit.

Any Stormwater or Groundwater collected within any excavation, or in any completed or partially completed basement, shall be drained by pumping if gravity drainage is not possible, subject to the conditions of a Discharge Agreement. If pumping to a naturalized Drainage Works (such as a ditch), erosion control measures shall be implemented at the point of discharge, subject to MECP approval.

#### **12. SAMPLING AND ANALYTICAL REQUIREMENTS**

The Township may collect samples to determine the characteristics or contents of any Sewage, Uncontaminated Water or Stormwater. The sample may:

- a) be a Grab Sample or a Composite Sample;
- b) be collected manually or by using an automatic sampling device; and/or
- c) contain additives for its preservation.

All tests, measurements, analyses and examinations of Wastewater, its characteristics or contents pursuant to this By-law shall be carried out in accordance with Standard Methods and be performed by an Accredited Laboratory.

#### **13. DISCHARGE SELF-MONITORING AND SAMPLING**

The Township may require that a discharger monitor or sample any discharge to the Sewage Works or the Drainage Works and provide the results to the Township in the form specified by the Township.

The monitoring or sampling requirements shall be completed at the expense of the discharger.

#### **14. MONITORING ACCESS POINTS**

Every Owner of a Commercial, Institutional, or Industrial premises, or Private Sewage Collection System with one or more Service Connections to the Sewage Works, shall install and maintain in good repair in each Private Sanitary Lateral **a suitable Monitoring Access** Point to allow observation, sampling, and flow measurement of the Wastewater therein.

Where installation of a Monitoring Access Point is not possible, an alternative device or facility may be substituted with the prior written approval of the Township.

The Monitoring Access Point, or alternative device such as a sampling port, shall be located on the property of the premises, as close to the property line as possible, unless the Township has given prior written approval for a different location.

Each Monitoring Access Point, alternative device, or facility installed shall be designed and constructed in accordance with good engineering practice and the requirements of the Township and shall be constructed and maintained by the Owner of the premises at the Owner's expense.

Every Owner of a premises with a Monitoring Access Point shall ensure that the Monitoring Access Point, alternative device, or facility is always accessible for the purposes of observing, sampling, and obtaining flow measurement of the Wastewater therein.

## **15. SERVICING NEW DEVELOPMENT**

All new developments shall ensure the connection to the municipal system is bulk-headed until permission is granted by the Chief Building Official or the manager of Engineering for the removal of the bulk-head.

All new Site Plan and Subdivisions shall provide flow monitoring following construction to demonstrate the Sanitary Sewers meet inflow and infiltration objectives as outlined in the Townships Infrastructure Standards and Specifications.

For Site Plan developments per section 14 an approved Flow Monitoring Device shall be installed within the Monitoring Access Point. Flows shall be monitored for a period of 3 months using approved flow monitors with all data provided to the Township upon certification of the works.

For Subdivisions, the developer shall be required to provide a flow monitoring plan during the design of the development. The monitoring plan shall include SCADA flow monitoring wherever sanitary flows connect to the municipal system. Upon assumption of the subdivision the flow monitoring devices shall become property of the Township of Wilmot for continued monitoring of the township sanitary sewer network.

Flow monitoring must be from March 1 – May 31 (preferred), OR September 1 – November 30 (secondary) or until specified events are captured;

If the results do not meet Township guidelines, the Developer shall remediate the system to the satisfaction of the Manager.

## **16. PREVENTION OF LEAKS**

No Owner shall permit any leak to occur from a Private Sanitary Lateral, Private Sewage Collection System, Sewage holding tank, septic tank, or any other private Sewage treatment system and shall take corrective action to repair any leak.

If Township staff, through their operational activities, suspect a Sanitary Sewer Lateral is defective, the Owner shall be required to perform a closed-circuit television (CCTV) inspection to identify any defects or sources of inflow and infiltration subject to the following:

The inspection shall meet Lateral Assessment and Certification Program (LACP) standards and be undertaken by a qualified contractor and provided to the Township;

The Manager will determine whether the Sewer Lateral is in good condition and free of structural defects;

Laterals found to be defective will be repaired or replaced as appropriate as per this By-law, at the Owner's expense.

Every Owner of a Private Sewage Collection System shall:

- properly operate their facilities;
- promptly resolve any maintenance needs; and
- regularly inspect the system to ensure it complies with this By-law.

## **17. DOWNSPOUTS**

Every Owner shall extend all roof water drainage downspouts so that Stormwater flow exits the downspout to a splash pad to prevent erosion, a minimum distance of 0.6 m from the exterior walls of a building, though a 1.5 m distance is recommended.

No person shall direct a roof water downspout to grade in such a manner which causes damage from accumulation of Stormwater or any other adverse effect to an adjacent property.

The Owner of any building which has a roof water downspout discharging Stormwater into the Sanitary Sewer Lateral shall disconnect the downspout from the underground portion at grade and cap the underground portion to prevent the ingress of Stormwater.

The Owner of any building which has a roof water downspout discharging Stormwater into the Storm Sewer Lateral shall disconnect the downspout from the underground portion at grade.

No person shall direct or connect a roof water downspout to a Foundation Drain.

## **18. FOUNDATION DRAINS/SUMP PUMPS**

No person shall discharge a Foundation Drain or other piping system which collects Stormwater or groundwater to a Sanitary Sewer.

Existing connections of Foundation Drains shall be removed from the Sewage Works.

The Foundation Drain flow from a property shall be discharged in the following manner:

Via a sump pump to a Storm Sewer by means of a Stormwater Building Drain; or

Via a sump pump to the ground surface, provided that the discharge does not create continually wet ground conditions and/or does not create any adverse effect upon adjacent properties or municipal sidewalks or roads; or

Via a sump pump to a dry well system, provided that appropriate soil and groundwater testing is completed to establish the suitability of using a dry well system.

Where a sump pump is required by the engineering design, it shall be installed within the property's basement in accordance with the Building Code and be maintained by the Owner of the property at their expense.

## **19. SEWAGE BACKFLOW PREVENTION**

If in the opinion of the Manager or Chief Building Official, an existing Building is likely to experience, or has experienced, Sewage backup due to a storm event, the Township may require the installation of an approved Backflow Prevention Device.

Backflow Prevention Devices shall be of a design approved by the Township and installed as prescribed by the Ontario Building Code, Part 7.

Backflow Prevention Devices shall be installed and readily accessible for inspection and maintenance.

Backflow Prevention Devices shall be maintained in good working order and protected from freezing by the Owner, at their expense.

## **20. SWIMMING POOLS, HOT TUBS, SPAS OR WADING POOLS**

A Person is permitted to discharge Wastewater from a swimming pool, hot tub/spa, wading pool, or cover either:

by way of a controlled discharge to the Owner's property such that the discharge is contained on the Owner's property until it evaporates or infiltrates into the ground; or

by way of a temporary or permanent connection to the Private Sanitary Lateral on the Owner's property where the volume to be discharged and flow-rate has been provided to the Township

All water discharged from a swimming pool, hot tub/spa, wading pool, or cover entering onto Township property shall be free of all chemical additives used for routine pool maintenance.

## **21. SPILLS**

Any Person who discharges or causes or permits the direct or indirect discharge of any substance to the Sewage Works, Drainage Works, or to the Natural Environment from or out of a structure, vehicle or other container which is abnormal in quantity or quality in light of all the circumstances of the discharge shall immediately notify:

- the Ministry of Environment Spills Action Center at 1 866 663 8477;
- 911 emergency, if there is an immediate danger to human health or safety;
- the Township; and
- any Person whom the Person reporting knows or ought to know may be directly affected by the discharge.

The Person responsible for a Spill, or the Person having the charge, management, and control of the Spill, shall provide a detailed report on the Spill to the Township within five (5) working days after the Spill, containing the following information to the best of their knowledge:

- location where Spill occurred;
- name and telephone number of the Person who reported the Spill and the location and time where they can be contacted;

- date and time of Spill;
- material spilled;
- characteristics and composition of material spilled;
- volume of material spilled;
- duration of Spill event;
- work completed and any work still in progress in the mitigation of the Spill;
- preventive actions being taken to ensure a similar Spill does not occur again; and
- copies of applicable Spill prevention and Spill response plans.

**21.1.** Every Person responsible for a Spill and every Person having the charge, management and control of the Spill shall do everything reasonably possible to contain the Spill, protect the health and safety of citizens, minimize damage to property, protect the Natural Environment, clean up the Spill and contaminated residue, and restore the affected area to its condition prior to the Spill.

Nothing in this By-law relieves any Person from complying with any notification or reporting provisions of:

- other government agencies, including federal and provincial agencies; or
- any other by-law of the Township.

The Township may invoice the Person responsible for the Spill for all reasonable costs and expenses incurred with respect to time, materials and services arising as a result of the Spill.

## **22. DISCONNECTION OF SEWER**

Where Wastewater which:

is hazardous or creates an immediate danger to any Person;  
endangers or interferes with the operation of the Sewage Works or Drainage Works; or  
causes, or is capable of causing, an adverse effect;

is discharged to a Sanitary Sewer or Storm Sewer, the Township may, in addition to any other remedy available, disconnect, plug or seal off the discharge of unacceptable Wastewater into the Sanitary Sewer or Storm Sewer or take such other action as is necessary to prevent such Wastewater from entering the system.

Wastewater may be prevented from being discharged into the Sewage Works or Drainage Works until evidence satisfactory to the Officer has been produced to assure that no further discharge of hazardous Wastewater will occur.

Where the Officer takes action pursuant to subsection 1 of this section, they may, by notice in writing, advise the Owner of the premises from which the Wastewater was being discharged of the cost of taking such action and the Owner shall forthwith reimburse the Township for all such costs which were incurred.

## **23. PROTECTION OF THE SEWAGE WORKS AND DRAINAGE WORKS**

No Person, except an employee of, or agent of, or contractor engaged by the Township, shall uncover, make any connection to or opening into, use, alter, or disturb the Sewage Works or Drainage Works without first obtaining the approval of the Township.

No Person shall enter any Sewage Works or Drainage Works unless specifically authorized by the Township.

No Person shall break, damage, destroy, deface, remove or tamper, or cause or permit the breaking, damaging, destroying, defacing, removal or tampering of:

- any part of the Sewage Works or Drainage Works, including any maintenance hole cover, grate, cap; or
- any permanent or temporary device installed in the Sewage Works or Drainage Works for the purposes of flow measuring, sampling and testing of Wastewater, Uncontaminated Water or Stormwater.

No Person shall conceal, interfere with, construct or maintain, or cause or permit to be concealed or interfered with or constructed or maintained, anything that has the effect of concealing or interfering with access to a municipal or private maintenance hole, Interceptor, Catch Basin, or Sewer lateral inspection tee.

An abutting Owner or agent acting on behalf of such Owner may without approval enter a drainage ditch of the Drainage Works for the purpose of clearing the ditch of growth or debris, or to clear an obstruction or blockage. Such cleaning or clearing shall not alter the invert of the ditch.

Upon the provision of reasonable notice permitted by the requirement or circumstance, the Township may temporarily restrict the use of the Sewage Works or Drainage Works, including the temporary shut-off of water from the Township supply system, from time to time as necessary, to carry out inspections, cleaning, maintenance, repairs, Service Connection, modifications, replacement, relocation, or rehabilitation to any part of the Sewage Works or Drainage Works.

## **24. ENFORCEMENT AND ORDERS**

An Officer or other duly authorized employees or agents of the Township, displaying or producing proper identification and accompanied by any person under his or her direction, may enter upon and inspect any land to ensure compliance with this By-law or a direction or order made under this By-law.

If an Officer is satisfied that a contravention of this By-law or a permit has occurred, they may make an order requiring the person who contravened the By-law, or who has caused or permitted the contravention, or the Owner of a premises on which the contravention occurred, to discontinue the contravening activity.

An order may be served on an Owner by:

- handing it to the Owner;
- handing it to an apparently adult Person on the Owner's property;
- posting it in a conspicuous place upon some part of the Owner's property and by sending a copy by regular mail; or
- sending it by prepaid registered mail to the Owner at the address where the Owner resides or the Owner's head/registered office address.

If an order is served by regular mail or registered mail, the service shall be deemed to have been made on the 5th day after the date of mailing.

An order shall set out:

- reasonable particulars of the contravention adequate to identify the contravention;
- the work to be completed; and
- the date by which the work must be completed.

Where an Owner fails to comply with an order issued under this By-law within the time specified for compliance, the Officer, with such assistance by others as may be required, may take steps to bring the property into compliance with any section of this By-law.

Where the Township, its employees or authorized agents, or contractors have performed work required to bring a property into compliance with this By-law, all expenses incurred by the Township in doing the work as well as any related fees, shall be deemed to be a debt to the Township and may be collected by action or the cost may be added to the tax roll for the property and collected in the same manner as municipal taxes.

No Person shall obstruct the Officer or any municipal employee or agent authorized to carry out work for the Township required to bring a property into compliance with this By-law.

## **25. PENALTIES**

Every Person who contravenes any provision of this Bylaw is guilty of an offence pursuant to Section 425 of the *Municipal Act, 2001*, S.O. 2001 c.25, as amended, and pursuant to Section 429, all contraventions of this Bylaw are designated as continuing offences.

Every Person who is convicted of an offence is liable to a maximum fine of \$50,000 for the first offence and \$100,000 for a subsequent offence.

In addition to the fine amounts set out in subsection (2) of this section for each day or part of a day that an offence continues, the minimum fine shall be \$500 and a maximum fine shall not exceed \$10,000 per day or part of a day.

Every Person who, by act, offence, default, neglect or omission, occasions any loss, cost, damage or injury to the Sewage Works or Drainage Works, or any part or Appurtenance thereof, is liable to the Township for any and all financial losses and costs incurred as a result.

**26. GENERAL PROVISIONS**

This By-law shall be not be interpreted to permit anything which by the provision of any applicable federal or provincial Act or Regulation is prohibited.

Where there is a conflict between the provisions of this By-law and the provisions of a federal or provincial Act or Regulation, the provisions of the applicable Act or Regulation are to prevail.

Should a Court of competent jurisdiction declare a part or a whole of any provision of this By-law to be invalid, or of no force or effect, the provision is deemed severable from this By-law, and it is the intention of Council that the remainder survive and be applied and enforced in accordance with its terms to the extent possible under the law.

All Schedules attached hereto form part of this By-law.

**27. REPEAL**

This By-law hereby repeals and replaces By-laws No. 73-30 & 73-57.

**READ** a first and second time in Open Council this 29<sup>th</sup> day of September, 2025.

**READ** a third time and finally passed in Open Council this 29<sup>th</sup> day of September, 2025.

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Clerk**

**THE CORPORATION OF THE TOWNSHIP OF  
WILMOT BY-LAW NO. 2025-55**

**SCHEDULE ‘A’ TO BYLAW 2025–55: SEWER USE**  
**Set Fines for Offences**

| Item | Short Form Wording                                                                                                                                                                                      | Provision<br>Defining<br>Offence | Set Fine<br>\$ |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|----------------|
|      | Failure to submit a maintenance, operations, and inspection program for Private Sewage Collection System                                                                                                |                                  | 100            |
|      | Failure to submit private facility performance details                                                                                                                                                  |                                  | 100            |
|      | Discharge, deposit, or cause or permit the discharge or deposit of Matter which may become a health or safety hazard to a Township employee or be harmful to the Sewage Works                           |                                  | 600            |
|      | Discharge, deposit, or cause or permit the discharge or deposit of Matter which may cause an offensive odour to emanate from the Sewage Works                                                           |                                  | 600            |
|      | Discharge, deposit, or cause or permit the discharge or deposit of Stormwater, water from drainage of roofs or land, water from a Watercourse, or Uncontaminated Water to the Sewage Works              |                                  | 600            |
|      | Discharge, deposit, or cause or permit the discharge or deposit of water that has originated from a source separate from the water distribution system of the Township to the Sewage Works              |                                  | 600            |
|      | Discharge, deposit, or cause or permit the discharge or deposit of Matter which may discolour Sewage Works effluent                                                                                     |                                  | 400            |
|      | Discharge, deposit, or cause or permit the discharge or deposit of sewage containing Hauled Sewage or Waste Disposal Site Leachate                                                                      |                                  | 400            |
|      | Discharge, deposit, or cause or permit the discharge or deposit of Wastewater containing a concentration in excess of the limits in Table 5-1 of this bylaw.                                            |                                  | 600            |
|      | Discharge, deposit, or cause or permit the discharge or deposit of Matter into the Drainage Works which may result in a hazard to any person, animal, property or vegetation                            |                                  | 600            |
|      | Discharge or deposit of Wastewater into the Sewage Works or Drainage Works where water has been added to the discharge for the purposes of dilution to achieve compliance with Table 5-1 of this By-law |                                  | 600            |
|      | Failure to ensure that oil and grease are prevented from entering the Sanitary Sewer in excess of the prescribed limits                                                                                 |                                  | 300            |
|      | Failure to ensure that oil and grease Interceptors do not discharge to Storm Sewers                                                                                                                     |                                  | 300            |
|      | Failure to install, operate or properly maintain an oil and grease interceptor                                                                                                                          |                                  | 100            |
|      | Failure to ensure a building permit is obtained prior to installation of an oil and grease interceptor                                                                                                  |                                  | 100            |
|      | Failure to keep proof of interceptor clean-out for two years                                                                                                                                            |                                  | 100            |
|      | Discharge of emulsifiers to sewage works                                                                                                                                                                |                                  | 100            |
|      | Use of enzymes, bacteria, solvents, hot water, or other agents to facilitate the passage of oil and grease through a grease interceptor                                                                 |                                  | 100            |
|      | Failure to ensure motor oil and lubricating grease are prevented from passing into the Sanitary Sewer in excess of the prescribed limits                                                                |                                  | 300            |
|      | Failure to ensure sediment is prevented from entering the drain or Sewer in excess of prescribed limits                                                                                                 |                                  | 100            |

|  |                                                                                                                                                |  |         |
|--|------------------------------------------------------------------------------------------------------------------------------------------------|--|---------|
|  | Failure to maintain sediment interceptors in accordance with manufacturer's recommendations                                                    |  | 100     |
|  | Failure to keep proof of sediment interceptor clean-out and disposal for 2 years                                                               |  | 100     |
|  | Failure to provide sediment interceptor maintenance schedule or record of maintenance upon request                                             |  | 100     |
|  | Installation or operation of a domestic food grinding device which discharges to a Sewer                                                       |  | 100     |
|  | Failure to appropriately store Matter which may threaten the natural environment or Township's water supply                                    |  | 600     |
|  | Discharge of Wastewater from a swimming pool, hot tub/spa, or wading pool in a manner other than which is approved under this By-law           |  | 100     |
|  | Discharge of Wastewater from a saltwater swimming pool, hot tub/spa, or wading pool in a manner other than which is approved under this By-law |  | 100     |
|  | Failure to undertake flow monitoring of New Developments (Site Plan)                                                                           |  | 5,000   |
|  | Failure to undertake flow monitoring of New Developments (Subdivision)                                                                         |  | 500/lot |
|  | Failure to remediate the new development system as stipulated by the Manager and in accordance with this bylaw                                 |  | 5,000   |
|  | Failure to notify the Township of a Spill                                                                                                      |  | 400     |
|  | Failure to provide a detailed spill report to the Township within 5 days of Spill                                                              |  | 300     |
|  | Failure to clean up a Spill and restore affected area to its previous condition                                                                |  | 600     |
|  | Failure to install or maintain in good repair a Monitoring Access Point for each connection to the Sewage Works                                |  | 300     |
|  | Failure to ensure Monitoring Access Point is accessible to Township staff                                                                      |  | 300     |
|  | Unauthorized entry to sewage works                                                                                                             |  | 750     |
|  | Uncover, connect to, open, use, alter or disturb Sewage Works or Drainage Works without approval of General Manager                            |  | 750     |
|  | Break, damage, destroy, deface, remove or tamper with any part of Sewage Works or Drainage Works                                               |  | 750     |
|  | Break, damage, destroy, deface, remove or tamper with any permanent or temporary device installed in Sewage Works or Drainage Works            |  | 750     |
|  | Obstructing an Environmental Protection Officer from carrying out work for the Township under the By-law                                       |  | 750     |

**THE CORPORATION OF THE TOWNSHIP OF**  
**WILMOT BY-LAW NO. 2025-55**  
**SCHEDULE “B”**

***Sewer Use Restricted Parameters***

Per By-Law Number 21-036, The Regional Municipality of Waterloo

A By-law to Govern and Regulate the Discharge of Water and Wastewater into the Sanitary and Storm Systems in The Regional Municipality of Waterloo

| Matter                                                   | Concentration Limit<br>(mg/L, except as noted)<br>Applies to total of<br>dissolved and particulate |
|----------------------------------------------------------|----------------------------------------------------------------------------------------------------|
| Maximum Temperature (°C)                                 | 60                                                                                                 |
| pH (unitless)                                            | 6 – 10.5                                                                                           |
| Solvent Extractable Matter (mineral or synthetic origin) | 15                                                                                                 |
| Solvent Extractable Matter (animal or vegetable origin)  | 100                                                                                                |
| Carbonaceous Biological Oxygen Demand (CBOD)             | 300                                                                                                |
| Total Suspended Solids (TSS)                             | 350                                                                                                |
| Phosphorus (P)                                           | 10                                                                                                 |
| Total Kjeldahl Nitrogen (TKN)                            | 100                                                                                                |
| Sulphides (H2S)                                          | 1                                                                                                  |
| Phenolic compounds                                       | 1                                                                                                  |
| Chlorides (Cl)                                           | 1500                                                                                               |
| Cyanide (CN)                                             | 2                                                                                                  |
| Sulphates (SO4)                                          | 1500                                                                                               |
| Fluoride (F)                                             | 10                                                                                                 |
| Metals                                                   |                                                                                                    |
| Aluminum (Al)                                            | 50                                                                                                 |
| Antimony (Sb)                                            | 5                                                                                                  |
| Arsenic (As)                                             | 1                                                                                                  |
| Bismuth (Bi)                                             | 5                                                                                                  |
| Cadmium (Cd)                                             | 0.5                                                                                                |
| Chromium (Cr)                                            | 2.8                                                                                                |
| Cobalt (Co)                                              | 5                                                                                                  |
| Copper (Cu)                                              | 2                                                                                                  |
| Iron (Fe)                                                | 50                                                                                                 |
| Lead (Pb)                                                | 1                                                                                                  |
| Manganese (Mn)                                           | 5                                                                                                  |
| Mercury (Hg)                                             | 0.05                                                                                               |
| Molybdenum (Mo)                                          | 5                                                                                                  |
| Nickel (Ni)                                              | 2                                                                                                  |
| Selenium (Se)                                            | 1                                                                                                  |
| Silver (Ag)                                              | 5                                                                                                  |
| Tin (Sn)                                                 | 5                                                                                                  |
| Titanium (Ti)                                            | 5                                                                                                  |
| Vanadium (V)                                             | 5                                                                                                  |
| Zinc (Zn)                                                | 3                                                                                                  |
| Organic Parameters                                       |                                                                                                    |
| Benzene                                                  | 0.01                                                                                               |
| Chloroform / Trichloromethane                            | 0.04                                                                                               |
| 1,2-Dichlorobenzene                                      | 0.05                                                                                               |
| 1,4-Dichlorobenzene                                      | 0.08                                                                                               |
| cis-1,2-Dichloroethylene, cis-1,2-DCE                    | 4                                                                                                  |
| Dichloromethane / Methylene chloride                     | 2                                                                                                  |
| trans-1,3-Dichloropropylene                              | 0.14                                                                                               |
| Ethyl benzene                                            | 0.16                                                                                               |

| Matter                                                                                     | Concentration Limit<br>(mg/L, except as noted)<br>Applies to total of<br>dissolved and particulate |
|--------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|
| Nitrosodimethylamine- continuous<br>discharge single analysis maximum                      | 0.0004                                                                                             |
| Nitrosodimethylamine - batch<br>discharge maximum                                          | 0.0002                                                                                             |
| Nitrosodimethylamine - continuous<br>discharge maximum of any five<br>consecutive analysis | 0.0002                                                                                             |
| PCBs / Chlorobiphenyls                                                                     | 0.004                                                                                              |
| 1,1,2,2-Tetrachloroethane                                                                  | 1.4                                                                                                |
| Tetrachloroethylene, PCE                                                                   | 1.0                                                                                                |
| Toluene                                                                                    | 0.27                                                                                               |
| Trichloroethylene, TCE                                                                     | 0.4                                                                                                |
| Xylenes (Total)                                                                            | 1.4                                                                                                |

THE CORPORATION OF THE TOWNSHIP OF WILMOT

BY-LAW NO. 2025-56

BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO ENTER INTO AN  
AGREEMENT WITH THE TOWNSHIP OF WELLESLEY FOR BOUNDARY FIRE COVERAGE,  
ATTACHED AS SCHEDULE “A”

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

**AND WHEREAS** the Municipal Council of the Corporation of the Township of Wilmot is desirous of entering into a boundary fire coverage agreement with the Township of Wellesley, a copy of which is attached as Schedule “A” to this By-law.

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

- 1. That the Fire Services Boundary Agreement between the Corporation of the Township of Wilmot and the Township of Wellesley, as more particularly set forth in Schedule “A”, attached to this By-law be hereby accepted and approved.
- 2. That the Mayor and Clerk are hereby authorized to execute under seal the said Agreement and all other documents and papers relating to this transaction.

**READ** a first and second time in Open Council this 29<sup>th</sup> day of September, 2025.

**READ** a third time and finally passed in Open Council this 29<sup>th</sup> day of September, 2025.

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Clerk**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 2025

BETWEEN

**THE CORPORATION OF THE TOWNSHIP OF WELLESLEY**

(hereinafter called “**Wellesley**”)

-AND-

**THE CORPORATION OF THE TOWNSHIP OF WILMOT**

(hereinafter called “**Wilmot**”)

WHEREAS Wilmot has requested Wellesley to supply Wilmot with fire protection;

AND WHEREAS Wellesley has agreed to supply said fire protection upon the terms and conditions set forth hereinafter;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of mutual covenants and promises as hereinafter set forth, the parties agree each with the other as follows:

Wellesley agrees to provide to Wilmot fire protection consisting of firefighting, extrication services and medical assistance responses for those properties with structures thereon, being in the area described in Schedule I, attached hereto and forming part of this Agreement, in exchange for a flat charge in the amount of \$195.04 per property with structures thereon.

Wellesley agrees that for all structure fires and chimney fires, and automatic alarms, the Wilmot Station One (1) Baden will be dispatched at the same time as either the Wellesley Station, or the St. Clements Station, as the case requires.

Wellesley agrees that in calculating the flat rate charge of \$195.04 per property as defined in Schedule I attached to and forming part of this Agreement, there is no limit to the number of emergency calls.

Wellesley agrees to provide a report annually outlining all emergency responses attended within the boundary agreement area to the Fire Chief of Wilmot Township. Details will include dates, times, duration of call, attending apparatus, type of call, and general details of the incident(s) by January 31<sup>st</sup> of the new year.

Wellesley agrees to provide all Motor Vehicle Collision emergency response information to the Wilmot Fire Chief within 30 days of the incident and provide all required information that will permit Wilmot Fire Department to invoice any non resident's insurance company.

Wilmot agrees that Wellesley will be supplying a minimum number of fire apparatus as set out below, for any given emergency response;

- One Pumper
- One Tanker
- One Rescue Truck

Wilmot agrees that the number of apparatus and firefighters, up to the above mentioned minimum and the type of vehicle to be dispatched shall be within the sole discretion of the Wellesley Township Fire Chief.

Wilmot agrees to pay to Wellesley, in addition to the flat rate charge referred to herein, the invoiced costs of firefighting chemical agents supplied by the Wellesley Township Fire Department, provided that the said costs are not recoverable by the Wellesley Township Fire Department, and provided that no charges shall be levied by Wellesley to Wilmot for chemical agents used in hand-held first aid fire extinguishers.

Wilmot acknowledges that emergency response calls in the Township of Wellesley will be given priority over emergency response calls in Wilmot, subject to the sole discretion of the Wellesley Township Fire Chief.

In the event the Wellesley Township Fire Department responds to an emergency response on properties in Schedule I attached hereto and in the event the Department receives a subsequent emergency response call with respect to a fire within the Township of Wellesley, Wellesley hereby agrees that it will not abandon the fire scene until such time as:

- It has notified Fire Dispatch requesting Wilmot to respond to the fire scene;
- Wilmot has arrived at the fire scene; and,
- Wilmot has assumed command.

Wilmot hereby agrees to respond immediately to such fire calls upon being alerted to the same.

Wilmot agrees that Wellesley Township Fire Department will have first call with respect to any fires on those properties defined in Schedule I attached hereto, provided however that Wilmot will be alerted to respond, as stated in item 2 of this agreement.

Wilmot agrees save harmless the Township of Wellesley and the Fire Department in the event of any damage to a physical right-of-way which is not a municipal road.

Wilmot agrees to supply Wellesley with the names and addresses of each such property presently existing, and Wilmot agrees to keep such list updated when new buildings take place in the defined areas.

The parties agree that the fees for services as outlined in this agreement will increase by 2% per year during the term of the agreement.

The parties hereto agree that this agreement may be amended at any time by the mutual consent of the parties, after the party desiring the amendments(s) gives the other party a minimum of sixty (60) days written notice of the proposed amendments(s).

The parties hereto agree that the term of this Agreement shall be deemed to be in force and to be effective from the First day of January, 2025 to the 31<sup>st</sup> day of December 2029, and this Agreement shall remain in effect until a new one is made. If no agreement is made then Wellesley shall bill Wilmot for the coverage period provided beyond the effective date on a pro-rated basis.

**IN WITNESS WHEREOF** The Corporation of the Township of Wellesley has hereunder affixed its corporate seal under the hands of its Mayor and Clerk and the Corporation of the Township of Wilmot has hereunto affixed its corporate seal under the hands of its Mayor and Clerk.

**The Corporation of the Township of Wellesley**

Per:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

**The Corporation of the Township of Wilmot**

Per:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

**Schedule A - Fire Services Boundary Agreement between the Township of  
Wellesley and the Township of Wilmot**

| <b>Roll No.</b>    | <b>Property Location</b>                                                                                         |
|--------------------|------------------------------------------------------------------------------------------------------------------|
| 3018-080-008-16400 | 1105 CEDAR GROVE ROAD<br>Block B, Concession 3<br>Part Lot 1<br>Part 31 RP 58R-1536                              |
| 3018-080-008-16302 | 1115 CEDAR GROVE ROAD, LOT 1<br>Block C, Concession 3<br>Part Lot 2<br>Parts 55, 61, 68-72 RP 58R3682            |
| 3018-080-008-16300 | 1115 CEDAR GROVE ROAD, LOT 10<br>Block B Concession 3<br>Part Lot 2<br>Part 17 RP 58R-1536                       |
| 3018-080-008-16200 | 1115 CEDAR GROVE ROAD, LOT 8<br>Block B, Concession 3<br>Part Lot 2<br>Part 51, RP 58R-3682<br>together with ROW |
| 3018-080-008-16100 | 1115 CEDAR GROVE ROAD, LOT 4<br>Block B, Concession 3<br>Part Lot 2<br>Part 53, RP 58R-3682                      |
| 3018-080-008-16000 | 1115 CEDAR GROVE ROAD, LOT 2<br>Block B, Concession 3<br>Part Lot 2<br>Part 54, RP 58R-3682<br>Together with ROW |
| 3018-080-008-15900 | 1115 CEDAR GROVE ROAD, LOT 6                                                                                     |

| Roll No.           | Property Location                                                                                   |
|--------------------|-----------------------------------------------------------------------------------------------------|
|                    | Block B, Concession 3<br>Part Lot 2<br>Part 52, RP 58R-3682                                         |
| 3018-080-008-15800 | 1115 CEDAR GROVE ROAD, LOT 3<br>Block B, Concession 3<br>Part Lot 2<br>Part 62, 66, 67, RP 58R-3682 |
| 3018-080-008-15600 | 1115 CEDAR GROVE ROAD, LOT 5<br>Block B, Concession 3<br>Part Lot 2<br>Tog with ROW                 |
| 3018-080-008-15500 | 1115 CEDAR GROVE ROAD, LOT 7<br>Block B, Concession 3<br>Part Lot 2                                 |
| 3018-080-008-16600 | 1081 CEDAR GROVE ROAD<br>Block B, Concession 3<br>Part Lot 1                                        |
| 3018-090-009-16000 | 1522 GERBER ROAD<br>Block B, Concession 4<br>Part Lot 12<br>Block B, Concession 3<br>Part Lot 12    |
| 3018-090-009-16001 | 4755 SANDHILLS ROAD<br>Block B, Concession 3<br>Part Lot 12                                         |
| 3018-090-010-10301 | 2737 BERLETT'S ROAD<br>Block B, Concession 2<br>Part Lot 14<br>Part 1, RP 58R-2707                  |
| 3018-090-010-11000 | 3511 BERLETT'S ROAD                                                                                 |

| Roll No.           | Property Location                                                          |
|--------------------|----------------------------------------------------------------------------|
|                    | Block B, Concession 2<br>Part Lot 21<br>Part Lot 22                        |
| 3018-090-010-11100 | 3429 BERLETT'S ROAD<br>Block B, Concession 2<br>Part Lot 20                |
| 3018-090-010-11200 | 3267 BERLETT'S ROAD<br>Block B, Concession 2<br>Part Lot 19                |
| 3018-090-010-11700 | 3153 BERLETT'S ROAD<br>Block B, Concession 2<br>Part Lot 18                |
| 3018-090-010-11800 | 3011 BERLETT'S ROAD<br>Block B, Concession 2<br>Part Lot 16<br>Part Lot 17 |
| 3018-090-010-11900 | 2801 BERLETT'S ROAD<br>Block B, Concession 2<br>Part Lot 15<br>Part Lot 16 |
| 3018-090-010-12300 | 2502 BERLETT'S ROAD<br>Block B, Concession 3<br>Part Lot 13                |
| 3018-090-010-12500 | 2546 BERLETT'S ROAD<br>Block B, Concession 3<br>Part Lot 13                |
| 3018-090-010-12600 | 2804 BERLETT'S ROAD<br>Block B, Concession 3<br>Part Lot 15                |

| <b>Roll No.</b>    | <b>Property Location</b>                                                   |
|--------------------|----------------------------------------------------------------------------|
| 3018-090-010-12700 | 2984 BERLETT'S ROAD<br>Block B, Concession 3<br>Part Lot 16                |
| 3018-090-010-12800 | 3054 BERLETT'S ROAD<br>Block B, Concession 3<br>Part Lot 17                |
| 3018-090-010-12900 | 3164 BERLETT'S ROAD<br>Block B, Concession 3<br>Part Lot 18                |
| 3018-090-010-13000 | 3254 BERLETT'S ROAD<br>Block B, Concession 3<br>Part Lot 19                |
| 3018-090-010-13001 | 3158 NAFZIGER ROAD<br>Block B, Concession 3<br>Part Lot 19                 |
| 3018-090-010-13100 | 3408 BERLETT'S ROAD<br>Block B, Concession 3<br>Part Lot 19<br>Part Lot 20 |
| 3018-090-010-13200 | 3428 BERLETT'S ROAD<br>Block B, Concession 3<br>Part Lot 20                |
| 3018-090-010-13300 | 3522 BERLETT'S ROAD<br>Block B, Concession 3<br>Part Lot 21                |
| 3018-090-010-13400 | 5145 WILMOT EASTHOPE ROAD<br>Block B, Concession 3<br>Part Lot 21          |
| 3018-090-010-13401 | 1337 LISBON ROAD                                                           |

| Roll No.           | Property Location                                                                       |
|--------------------|-----------------------------------------------------------------------------------------|
|                    | Block B, Concession 3<br>Part Lot 21<br>Part 4 RP58R-5244                               |
| 3018-090-010-13405 | 1333 LISBON ROAD<br>Block B, Concession 3<br>Part Lot 21<br>Part 5 RP 58R-5244          |
| 3018-090-010-13410 | 1319 LISBON ROAD<br>Block B, Concession 3<br>Part Lot 21<br>Part 1, RP 58R-4828         |
| 3018-090-010-13500 | 5189 WILMOT EASTHOPE ROAD<br>Block B, Concession 3<br>Part Lot 21<br>Part 1 RP 58R-5244 |
| 3018-090-010-13600 | 5193 WILMOT EASTHOPE ROAD<br>Block B, Concession 3<br>Part Lot 21<br>Part 6 RP 58R-5244 |
| 3018-090-010-13700 | 5197 WILMOT EASTHOPE ROAD<br>Block B, Concession 3<br>Part Lot 21                       |
| 3018-090-010-13800 | 5199 WILMOT EASTHOPE ROAD<br>Block B, Concession 3<br>Part Lot 21                       |
| 3018-090-010-13900 | 5207 WILMOT EASTHOPE ROAD<br>Block B, Concession 3<br>Part Lot 21<br>Part 4 RP 58R-4867 |
| 3018-090-010-13901 | 1373 LISBON ROAD                                                                        |

| Roll No.           | Property Location                                                                                  |
|--------------------|----------------------------------------------------------------------------------------------------|
|                    | Block B, Concession 3<br>Part Lot 21,<br>Part 3, RP 58R-4867                                       |
| 3018-090-010-13902 | 1359 LISBON ROAD<br>Block B, Concession 3<br>Part Lot 21<br>Part 2, RP 58R-4867                    |
| 3018-090-010-13903 | 1353 LISBON ROAD<br>Block B, Concession 3<br>Part Lot 21<br>Part 2, RP 58R-5244                    |
| 3018-090-010-13904 | 1347 LISBON ROAD<br>Block B, Concession 3<br>Part Lot 21<br>Part 3, RP 58R-5244                    |
| 3018-090-010-14000 | 1311 LISBON ROAD<br>Block B, Concession 3<br>Part Lot 21                                           |
| 3018-090-010-14100 | 1219 LISBON ROAD<br>Block B, Concession 3<br>Part Lot 20                                           |
| 3018-090-010-14101 | 1155 LISBON ROAD<br>Block B, Concession 3<br>Part Lot 20<br>Part 1 RP 58R-1657                     |
| 3018-090-010-14105 | 1160 LISBON ROAD<br>Block B, Concession 3<br>Part Lot 20<br>Part 1 RP 58R-6726 Part 1 RP 58R-17604 |

| <b>Roll No.</b>    | <b>Property Location</b>                                                                   |
|--------------------|--------------------------------------------------------------------------------------------|
| 3018-090-010-14201 | 1061 LISBON ROAD<br>Block B, Concession 3<br>Part Lot 19                                   |
| 3018-090-010-14300 | 1120 LISBON ROAD<br>Block B, Concession 3<br>Part Lot 19<br>Parts 1 & 3 RP 58R-3948        |
| 3018-090-010-14400 | 3348 NAFZIGER ROAD<br>Block B, Concession 3<br>Part Lot 19                                 |
| 3018-090-010-14500 | 3333 NAFZIGER ROAD<br>Block B, Concession 3<br>Part Lot 18                                 |
| 3018-090-010-14600 | 979 LISBON ROAD<br>Block B, Concession 3<br>Part Lot 18                                    |
| 3018-090-010-14700 | 1014 LISBON ROAD<br>Block B, Concession 3<br>Part Lot 18<br>Part 1 Road Allow RP 58R-12490 |
| 3018-090-010-14710 | 3429 NAFZIGER ROAD<br>Block B, Concession 3<br>Part Lot 18                                 |
| 3018-090-010-14800 | 827 LISBON ROAD<br>Block B, Concession 3<br>Part Lot 17<br>Part Lot 18                     |
| 3018-090-010-15000 | 1321 SETTLEMENT ROAD<br>Block B, Concession 3                                              |

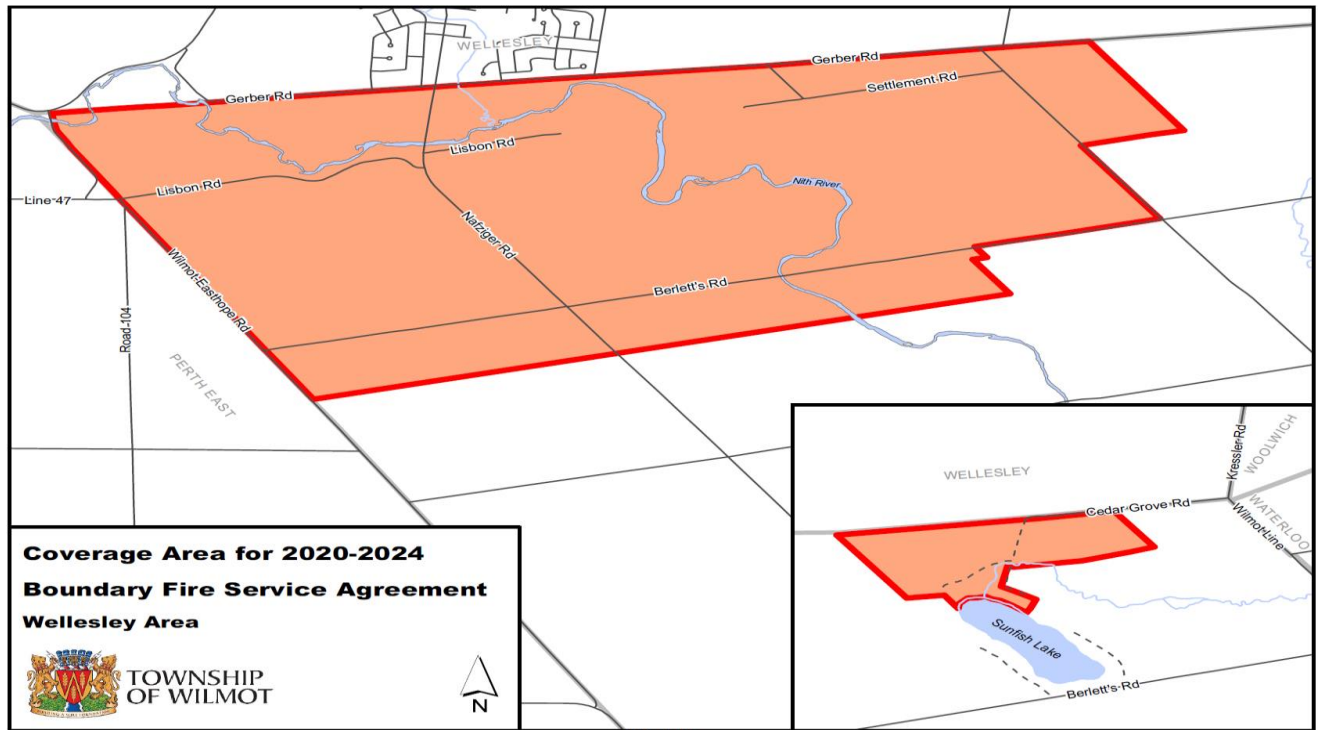
| Roll No.           | Property Location                                                                  |
|--------------------|------------------------------------------------------------------------------------|
|                    | Part Lot 15<br>Part Lot 16                                                         |
| 3018-090-010-15300 | 1189 SETTLEMENT ROAD<br>Block B, Concession 3<br>Part Lot 14                       |
| 3018-090-010-15400 | 1157 SETTLEMENT ROAD<br>Block B, Concession 3<br>Part Lot 14                       |
| 3018-090-010-15401 | 1147 SETTLEMENT ROAD<br>Block B, Concession 3<br>Part 1 RP 58R-1239                |
| 3018-090-010-15500 | 1081 SETTLEMENT ROAD<br>Block B, Concession 3<br>Part Lot 13                       |
| 3018-090-010-15600 | 1228 SETTLEMENT ROAD<br>Block B, Concession 4<br>Part Lot 13<br>Part Lot 14        |
| 3018-090-010-15700 | 1296 SETTLEMENT ROAD<br>Block B, Concession 4<br>Part Lot 15<br>Part Lot 16        |
| 3018-090-010-15800 | 2062 GERBER ROAD<br>Block B, Concession 4<br>Part Lot 17<br>Part Lot 18            |
| 3018-090-010-15801 | 2156 GERBER ROAD<br>Block B, Concession 4<br>Part Lot 17<br>Parts 1 & 5 RP 58R-798 |

| <b>Roll No.</b>    | <b>Property Location</b>                                                              |
|--------------------|---------------------------------------------------------------------------------------|
| 3018-090-010-15810 | 820 LISBON ROAD<br>Block B, Concession 4<br>Part Lots 17 & 18<br>Part 1RP 58R-16333   |
| 3018-090-010-15900 | 2196 GERBER ROAD<br>Block B, Concession 4<br>Part Lot 17<br>Part 2 RP 58R-2151        |
| 3018-090-010-16000 | 3543 NAFZIGER ROAD<br>Block B, Concession 4<br>Part Lot 18<br>Parts 1 & 2 RP 58R-4139 |
| 3018-090-010-16100 | 3536 NAFZIGER ROAD<br>Block B, Concession 4<br>Part Lot 18<br>Parts 1 & 4 RP 58R-4363 |
| 3018-090-010-16200 | 2300 GERBER ROAD<br>Block B, Concession 4<br>Part Lot 19                              |
| 3018-090-010-16201 | 2368 GERBER ROAD<br>Block B, Concession 4<br>Part Lot 19<br>Part 1, RP 58R-6727       |
| 3018-090-010-16300 | 5341 WILMOT EASTHOPE ROAD<br>Block B, Concession 4<br>Part Lot 21                     |
| 3018-090-010-16400 | 1376 LISBON ROAD<br>Block B, Concession 4<br>Part Lot 21<br>Part 1 RP 58R-8751        |

| <b>Roll No.</b>    | <b>Property Location</b>                                                                             |
|--------------------|------------------------------------------------------------------------------------------------------|
| 3018-090-010-16401 | 1386 LISBON ROAD<br>Block B, Concession 4<br>Part Lot 21                                             |
| 3018-090-010-16500 | 1374 LISBON ROAD<br>Block B, Concession 4<br>Part Lot 21<br>Part 1 RP 58R-10917                      |
| 3018-090-010-16501 | 1360 LISBON ROAD<br>Block B, Concession 4<br>Part Lot 21                                             |
| 3018-090-010-16600 | 1358 LISBON ROAD<br>Block B, Concession 4<br>Part Lot 21                                             |
| 3018-090-010-16700 | 1342 LISBON ROAD<br>Block B, Concession 4<br>Part Lot 21<br>Part 1 RP 58R-2438                       |
| 3018-090-010-16701 | 1298 LISBON ROAD<br>Block B, Concession 4<br>Part Lot 21<br>Part 1 RP 58R-2769<br>Part 1 RP 58R-8021 |
| 3018-090-010-16704 | 1332 LISBON ROAD<br>Block B, Concession 4<br>Part Lot 21<br>Part 4, RP 58R-7201                      |
| 3018-090-010-16708 | 1320 LISBON ROAD<br>Block B, Concession 4<br>Part Lot 21<br>Part 1, RP 58R-7201                      |

| <b>Roll No.</b>    | <b>Property Location</b>                                                                                             |
|--------------------|----------------------------------------------------------------------------------------------------------------------|
| 3018-090-010-16710 | 1314 LISBON ROAD<br>Block B, Concession 4<br>Part Lot 21<br>Part 1, RP 58R-7201                                      |
| 3018-090-010-16800 | 1254 LISBON ROAD<br>Block B, Concession 4<br>Part Lot 20                                                             |
| 3018-090-010-16801 | 1288 LISBON ROAD<br>Block B, Concession 4<br>Part Lot 20 & 21<br>Parts 1 & 2 RP 58R-1467                             |
| 3018-090-010-16900 | 1188 LISBON ROAD<br>Block B, Concession 4<br>Part Lot 20                                                             |
| 3018-090-010-17000 | 1056 LISBON ROAD<br>Block B, Concession 4<br>Part Lot 19                                                             |
| 3018-090-010-17100 | 1034 LISBON ROAD<br>Block B, Concession 4<br>Part Lot 18 & 19<br>Part Rd. Allow<br>Parts 1, 2, 4, 6, & 7 RP 58R-4487 |
| 3018-090-010-17200 | 3452 NAFZIGER ROAD<br>Block B, Concession 4<br>Part Lot 18<br>Part Rd. Allow 1R                                      |
| 3018-090-010-17300 | 974 LISBON ROAD<br>Block B, Concession 4<br>Part Lot 18<br>Part 1 & 2 RP 58R-10210                                   |

| Roll No.           | Property Location                                                                                                      |
|--------------------|------------------------------------------------------------------------------------------------------------------------|
| 3018-090-010-17500 | 3524 NAFZIGER ROAD (A)<br>Block B, Concession 4<br>Part Lot 18<br>Part 2, 3, & 5 RP 58R-4363                           |
| 3018-090-010-17600 | 3524 NAFZIGER ROAD (B)<br>Block B, Concession 4<br>Part Lot 18<br>Part Rd. Allowance<br>Parts 1, 2, 3, 4, RP 58R-11085 |
| 3018-090-010-17601 | 3546 NAFZIGER ROAD<br>Block B, Concession 4<br>Part Lot 18<br>Part 1 RP 58R-1176                                       |
| 3018-080-009-16500 | 1010 GERBER ROAD<br>Block B, Concession 3<br>Part Lot 9                                                                |



THE CORPORATION OF THE TOWNSHIP OF WILMOT

BY-LAW NO. 2025-57

BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH 410754 ONTARIO LIMITED O/A SOUSA CONCRETE FOR THE CONSTRUCTION OF THE HAYSVILLE ROAD VALVE CHAMBER, ATTACHED AS SCHEDULE “A”

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

**AND WHEREAS** The Corporation of the Township of Wilmot issued RFP 2025-27 for the provision of construction services for the construction of the Haysville Road Valve Chamber (the “Project”);

**AND WHEREAS** 410754 Ontario Limited o/a Sousa Concrete submitted the lowest compliant bid in the amount of \$229,050.00 for the provision of the Project;

**AND WHEREAS** the Municipal Council of the Corporation of the Township of Wilmot is desirous of awarding the Project and entering into an Agreement, a copy of which is attached as Schedule "A" to this By-law.

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

- 1. That the Agreement regarding the provision of the fully managed information technology services, between the Township of Wilmot and 410754 Ontario Limited o/a Sousa Concrete., as more particularly set forth in Schedule ‘A” attached to this By-law be hereby accepted and approved.
- 2. That the Mayor and Clerk are hereby authorized to execute under seal the Agreement and all other documents and papers relating to this transaction.

**READ** a first and second time in Open Council this 29<sup>th</sup> day of September, 2025.

**READ** a third time and finally passed in Open Council this 29<sup>th</sup> day of September, 2025.

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Clerk**

## FORM OF AGREEMENT

### HAYSVILLE ROAD (TOWNSHIP ROAD 12) VALVE CHAMBER

**RFT # 2025-27**

THIS AGREEMENT made in TRIPLICATE this 8<sup>th</sup> DAY OF SEPTEMBER, 2025.

BETWEEN:

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

- and -

**410754 Ontario Limited o/a Sousa Concrete**  
(hereinafter called the "Contractor")

WITNESSETH that in consideration of the mutual covenants, conditions, and agreements contained herein, the parties hereto and hereby agree as follows:

#### ARTICLE I

(A) The articles of this Agreement here with the Form of Tender, the Contract Drawings, Specifications, General and Special Provisions, Standard Drawings, and General Conditions of Contract, constitute the documents of the "Contract" and shall be read together establishing the Contract as fully and completely, to all the stipulations described herein.

(B) The Contract Documents are listed as follows:

Section No. 1 – Information to Tenderers

Section No. 2 – Form of Tender

Section No. 3 – Form of Agreement

Section No. 4 – OPSS.MUNI 100 General Conditions of Contract

Section No. 5 – Supplemental General Conditions

Section No. 6 – Special & General Provisions

Contract Drawings; Addenda Issued during Tendering (if any)

## ARTICLE II

The Contractor undertakes and agrees:

- (A) To supply all the materials, labor and equipment necessary to perform all the work in accordance with this Contract.
- (B) **That the entire work under this Contract including all final clean-up and trimming shall be completed by the [October 31<sup>st</sup> 2025].**
- (C) If the time limit specified in (B) is not sufficient to permit substantial performance of the work by the Contractor working a normal number of hours each day or week on a single daylight shift basis, it is expected that additional and/or augmented daylight shifts will be required throughout the life of the Contract to the extent deemed necessary by the Contractor to ensure that the work will be completed within the time limit specified. Any additional costs occasioned by compliance with these provisions will be considered to be included in the prices bid for the various items of work and no additional compensation will be allowed therefore.

If the Contractor is delayed in the completion of the work:

- (1) by reason of changes or alterations made under Section GC 3.11 of the General Conditions of Contract;
  - (2) by reason of any breach of contract or prevention by the Township, or other contractor of the Township or any employee of any one of them;
  - (3) by reason of delay by the Township in issuing instructions or information or in delivering materials;
  - (4) by any other act or neglect of the Township or any other contractor of the Township or any employee of any one of them;
  - (5) for any cause beyond the reasonable control of the contractor; or
  - (6) by Acts of God, or of the Public Enemy, Acts of the Province or of any Foreign State, Fire, Floods, Epidemics, Quarantine Restrictions, Embargoes or delays of Sub-Contractors due to such causes, the time of completion shall be extended in writing at any time on such terms and for such period as shall be determined by the Engineer, and notwithstanding such extensions, time shall continue to be deemed of the essence of this contract.
- (D) An application by the Contractor for any extension of time as herein provided shall be made to the Township in writing at least fifteen (15) business days prior to the date of completion fixed by the Contract.

The application for any extension of time will be considered by the Township only for those conditions as outlined under Clause GC3.06 "Extension of Contract Time" of the General Conditions.

All bonds or other surety furnished to the Township by the Contractor shall be amended where necessary at the expense of the Contractor to provide coverage beyond the date of any extension of time granted, and the Contractor shall furnish the Township with evidence of such amendment of the bonds or other surety.

Any extension of time that may be granted to the Contractor shall be so granted and accepted without prejudice to any rights of the Township whatsoever under this Contract and all of such rights shall continue in full force and effect that the time limited. In this Contract for the completion of the work and whenever in this Contract power and authority is given to the Township or the Contract Administrator or any person to take any action consequent upon the act, default, breach, neglect, delay, non-observance or non-performance by the Contractor in respect of the work or Contract, or any portion thereof, such powers or authorities may be exercised from time to time and not only in the event of the happening of such contingencies before the time limited in the case of the Contractor being permitted to proceed with the execution of the work under an extension of time granted by the Township.

- (E) That in case all the work called for under the Contract is not finished or completed within the date of completion specified, damage will be sustained by the Township, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the Township will sustain in the event of and by reason of such delay and the parties thereto agree that the Contractor will pay to the Township, Liquidated Damages for each and every calendar days delay in finishing the work beyond the date of completion specified as follows:

- A sum of **\$3500.00** per calendar day for each and every calendar day delay in completing the work beyond the specified dates of completion.

It is agreed that this amount is an estimate of actual damage to the Township which will accrue during the period in excess of the prescribed date of completion.

The Township may deduct any amount under this paragraph from any monies that may be due or payable to the Contractor on any account whatsoever. The Liquidated Damages payable under this paragraph are in addition to and without prejudice to any other remedy, action or other alternative that may be available to the Township.

- (F) To furnish a Performance Bond and a Labour and Material Payment Bond satisfactory to the Township at Contractor's expense in accordance with the bonding requirements of the Contract.

ARTICLE III

The Township undertakes and agrees:

- (A) That during the progress and completion of the work under this Contract, the Contractor shall receive payment in accordance with the terms and conditions contained herein.

ARTICLE IV

If and whenever either party hereto desires to give notice to the other concerning any matters related to this contract, such notice shall be given sent by prepaid registered mail correctly address to follows:

**The Contractor:** 410754 Ontario Limited o/a Sousa Concrete  
Attn: Ross Sousa  
131 Savage Drive, Unit #3  
Cambridge, ON N1T 1S5

**The Township:** TOWNSHIP OF WILMOT  
Attn: Director of Public Works & Engineering  
Ken VanderWal  
60 Snyder's Road West  
Baden, ON N3A 1A1

TOWNSHIP OF WILMOT  
Attn: Engineering Corridor Management  
Technologist  
Amy Kroetsch  
60 Snyder's Road West  
Baden, ON N3A 1A1

ARTICLE V

This agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of this day and year set out above.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 Signature of Authorized Officials  
 of the Contractor and position held.

\_\_\_\_\_  
 Seal of the Contractor

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 Signature of Authorized Officials  
 of the Township and position held.

\_\_\_\_\_  
 Seal of the Township of Wilmot

**THE CORPORATION OF THE TOWNSHIP OF WILMOT  
BY-LAW NO. 2025-58**

**BY-LAW TO APPOINT AN ACTING DEPUTY TREASURER FOR THE CORPORATION  
OF THE TOWNSHIP OF WILMOT**

**WHEREAS**, Section 286(2) of the Municipal Act, S.O. 2001, c. 25 s amended, provides that a Council may appoint a Deputy Treasurer.

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

- 1. THAT Jeff Willmer is hereby appointed as Acting Deputy Treasurer of the Township of Wilmot; and,
- 2. THAT Harold O’Kafka is hereby appointed as Acting Deputy Treasurer of the Township of Wilmot; and,
- 3. THAT the powers and duties of said Deputy-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; and,
- 4. THAT in addition to the duties required to be performed under any statute the Deputy Treasurer shall perform such other duties, as may, from time to time, be assigned to the Treasurer by by-law of Council; and,
- 5. THAT any by-laws previously appointing any other individual(s) as Deputy Treasurer are hereby rescinded.
- 6. THAT this by-law shall take effect and come into force on the date of passage.

**READ** a first and second time this 29<sup>th</sup> day of September, 2025.  
**READ** a third time and finally passed in open Council this 29<sup>th</sup> day of September, 2025.

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Clerk**

THE CORPORATION OF THE TOWNSHIP OF WILMOT

BY-LAW NO. 2025-64

BY-LAW TO AUTHORIZE AGREEMENT OF PURCHASE AND SALE  
FOR FORMER COAL LANE ON BECK STREET IN BADEN

**WHEREAS** the Council for the Corporation of the Township of Wilmot has declared the former coal lane located on Beck Street in Baden to be surplus, and has authorized disposition of those lands;

**AND WHEREAS** following an appraisal and tender process in accordance with the Township’s land disposition policy, Council deems it expedient to enter into an Agreement of Purchase and Sale with Schnurr Home Builders Inc. with respect to the subject lands;

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

- 1. Council hereby authorizes execution of the Agreement of Purchase and Sale with Schnurr Home Builders Inc. substantially in the form attached as Schedule “A” to this By-law, pertaining to the lands legally described as ALLEY S OF BECK ST PL 633 WILMOT; WILMOT and bearing PIN 22193-0120 (LT).
- 2. Terms of the Agreement of Purchase and Sale set out in Schedule “A” hereto (“**APS**”). The Clerk and Township solicitor are hereby authorized to prepare and directed to execute the APS on behalf of the Township.
- 3. Council authorizes the execution by the Mayor and Clerk of the Agreement with Schnurr Home Builders Inc., and all documentation to effect the transfer.
- 4. This By-Law shall come into full force and effect upon final passage.

**READ** a first and second time on the 29th day of September, 2025.  
**READ** a third time and finally passed in Open Council on the 29th day of September, 2025.

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Clerk**

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT DATED THE \_\_\_\_\_ DAY OF SEPTEMBER, 2025.

BUYER:       SCHNURR HOME BUILDERS INC.

agrees to purchase from

SELLER:       THE CORPORATION OF THE TOWNSHIP OF WILMOT

the following

**REAL PROPERTY:** ALLEY S OF BECK ST PL 633 WILMOT; WILMOT; being all of PIN 22193-0120 (LT); LRO #58 (the “**Property**”).

**PURCHASE PRICE:** One Hundred and Eighty Thousand Dollars (\$180,000.00 CAD).

**DEPOSIT:** Thirty-Six Thousand Dollars (\$36,000.00 CAD).

**SCHEDULE “A”** attached hereto forms part of the Agreement.

1. **CHATELS INCLUDED:** NIL

2. **FIXTURES EXCLUDED:** NIL

3. **RENTAL ITEMS:** NIL

4. **COMPLETION DATE:** This Agreement shall be completed as set out in Schedule “A”. Upon completion, vacant possession of the Property shall be given to the Buyer unless otherwise provided for in this Agreement.

5. **NOTICES:** Any notice relating hereto or provided for herein shall be in writing. This offer, any counter offer, notice of acceptance thereof, or any notice shall be deemed given and received, where an email address is provided herein, when transmitted electronically to that email address, or by personal delivery.

Email for delivery of notices to Seller: [egaudet@millerthomson.com](mailto:egaudet@millerthomson.com)

Email for delivery of notices to Buyer: \_\_\_\_\_

7. **HST:** If the sale of the Property is subject to Harmonized Sales Tax (“HST”), then such tax shall be in addition to the Purchase Price. The Seller will not collect HST if the Buyer provides to the Seller a warranty that the Buyer is registered under the Excise Tax Act, together with a warranty that the Buyer shall self-assess and remit the HST payable and file the prescribed form and shall indemnify the Seller in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of this transaction. If the sale of the Property is not subject to HST, the Seller agrees to certify on or before closing that the transaction is not subject to HST.

8. **TITLE SEARCH:** Buyer shall be allowed until 5:00 PM on the day that is ten (10) days prior to the Completion Date (as defined in Schedule “A”) (“**Requisition Date**”) to examine the title to the Property at its own expense and to satisfy itself that there are no outstanding work orders or deficiency notices affecting the Property and that its present use may be lawfully continued. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders affecting the Property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the Property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.

10. **TITLE:** Provided that the title to the Property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telephone services to the Property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the present use of the Property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present

use may not lawfully be continued is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the Property.

**11. CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the Property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter 14 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "**Requisite Deliveries**") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the Transfer/Deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.

**12. DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the Property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the Property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust and Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

**13. INSPECTION:** Buyer acknowledges having had the opportunity to inspect the Property prior to submitting this offer and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller.

**14. INSURANCE:** No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

**15. PLANNING ACT:** This Agreement shall be effective to create an interest in the Property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at its expense to obtain any necessary consent by completion.

**16. DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form by the Seller. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50 (22) of the Planning Act, R.S.O. 1990.

**17. RESIDENCY:** Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate or a statutory declaration that Seller is not then a non-resident of Canada.

**18. ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer. The parties hereto shall enter into mutual Undertakings to Readjust any proper adjustment either on or omitted from the Statement of Adjustments.

**19. TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.

20. **TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

21. **FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless Seller's spouse has executed the consent hereinafter provided.

22. **CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.

23. **AGREEMENT IN WRITING:** This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.

24. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of September, 2025.

THE CORPORATION OF THE TOWNSHIP OF  
WILMOT

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

\_\_\_\_\_  
Per:  
Title:  
*I/We have authority to bind the Corporation.*

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of September, 2025.

SCHNURR HOME BUILDERS INC.

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

\_\_\_\_\_  
Per:  
Title:  
*I/We have authority to bind the Corporation.*

**SCHEDULE “A” TO AGREEMENT OF PURCHASE AND SALE**

**BUYER:       SCHNURR HOME BUILDERS INC.**

**SELLER:       THE CORPORATION OF THE TOWNSHIP OF WILMOT**

**1.   Payment of the Purchase Price**

The Buyer shall pay the purchase price on closing, subject to the usual adjustments, to the Seller’s solicitor by certified cheque, bank draft or wire transfer.

**2.   Conflict**

If and to the extent of any conflict, inconsistency, ambiguity or difference between the terms of the Agreement and this Schedule, the applicable terms of this Schedule shall govern and be paramount and any such provisions in the Agreement shall be deemed to be amended to the extent necessary to eliminate any such conflict, inconsistency, ambiguity or difference.

**3.   Completion Date**

This Agreement shall be completed by no later than 5:00 PM thirty (30) days following the date that all conditions hereto have been waived by the Seller (the “**Completion Date**”).

**4.   Costs**

On or before the Completion Date, the Buyer agrees to pay all costs incurred by or on behalf of the Buyer in relation to the conveyance of the Property. This includes but is not limited to appraisal fees, advertising, encumbrances, legal fees and disbursements (including, without limitation, Council approval, the Deeming By-law), registrations, survey costs (if applicable), and land transfer costs.

**5.   Merger**

The Buyer acknowledges, confirms, and agrees that the transaction contemplated by this Agreement shall only be completed, provided the Property will merge in title with the Buyer’s adjacent lands, being LOTS 165, 166, 167, 168, 173 & 174 & PART LOT 169, PLAN 627, LOT 5, PLAN 633, PART 1 PLAN 58R18634; TOWNSHIP OF WILMOT; being all of PIN: 22193-0604 (LT); LRO #58 (“**Adjacent Lands**”) upon completion of this transaction. For the purpose of ensuring that the Property and the Adjacent Lands will merge in title upon completion of the transaction contemplated herein, the Buyer hereby acknowledges, confirms, and agrees that title to Property shall been taken exclusively in the name of **SCHNURR HOME BUILDERS INC.** on the Completion Date.

**6.   Future Use Continued**

The Buyer acknowledges, confirms, and agrees that the Seller is not making any representation or warranty of any kind with respect to the Buyer’s future intended use of the Property, or that said use is or will be lawful. The Buyer further acknowledges, confirms, and agrees and that it shall be solely responsible for confirming that its future intended use the Property is or will be lawful, and for obtaining, at its sole cost and expense, any future variance(s), amendment(s), authorization(s), consent(s), permit(s), or approval(s) required for any future use of the Property.

**7.   Broker**

The Seller and the Buyer each represent and warrant to the other that neither has engaged any real estate agent or broker in connection with this purchase and sale transaction and, accordingly, no commissions are payable to any real estate brokers or agents. This Section shall survive the completion of this transaction.

**8.   Council Approval**

This Agreement is conditional upon the Seller obtaining approval from the Seller’s council in the Seller’s sole and absolute discretion. Unless the Seller gives notice in writing delivered to the Buyer personally or in accordance with any other provisions for the delivery of notice in this Agreement or any Schedule thereto not later than 5:00 p.m. on the 3<sup>rd</sup> day of October, 2025 that this condition is fulfilled, this Agreement shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Seller and may be waived at the Seller’s option by notice in writing to the Seller as aforesaid within the time period stated herein.

**9.   Stop Up and Close**

On or before the Completion Date, the Seller shall register on title to the Property By-law No. \_\_\_\_\_, being a by-law to stop up and close and convey the Alley within registered Plan 633.

#### 10. **Deeming By-Law**

The Buyer acknowledges and will not dispute the right of the Seller, in its sole discretion providing that the *Planning Act* is complied with, to register on title to the Property a by-law to deem some or all of Lots 165, 166, 167, 168, 169, 173 and 174 not to be parts of a registered plan of subdivision (the “**Deeming By-law**”).

#### 11. **Assignment**

To the extent that the Buyer sells or commits to sell the Adjacent Lands to a third party prior to completion of the transaction contemplated by this Agreement, the Buyer shall assign its rights and obligations under this Agreement to the third party acquiring the Adjacent Lands, and cause such third party to execute a formal assignment agreement to the satisfaction of the Seller. For clarity, such formal assignment agreement shall contain any such provision required by the Seller’s solicitor to ensure that the Property and Adjacent Lands merge in title upon completion of the transaction contemplated herein.

**THE CORPORATION OF THE TOWNSHIP OF WILMOT**

**BY-LAW NO. 2025-65**

**BY-LAW TO DEEM PARTS OF REGISTERED PLANS 627 AND 633 NOT TO BE A REGISTERED PLAN.**

**WHEREAS** Subsection (4) of Section 50 of the Planning Act, R.S.O., 1990, c.P.13, as amended, authorizes a local municipality to designate any plan of subdivision, or part thereof, that has been registered for eight years or more as not being a plan of subdivision for the purposes of Subsection (3) of Section 50 of the Planning Act, as amended.

**AND WHEREAS** it is deemed expedient, in order to control adequately the development of certain lands in the Township of Wilmot, that a By-law be passed pursuant to the said Subsection (4) of Section 50.

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

1. That part of Registered Plan 627 in the Township of Wilmot described as follows shall be deemed not to be a registered plan of subdivision for the purposes of Subsection (3) of Section 50 of the Planning Act, as amended:

Lots 165, 166, 167, 168, 173, and 174, Plan 627

2. That part of Registered Plan 633 in the Township of Wilmot described as follows shall be deemed not to be a registered plan of subdivision for the purposes of Subsection (3) of Section 50 of the Planning Act, as amended:

Lot 5, Plan 633

3. This By-law shall not become effective until the requirements of Subsection (28) of Section 50 of the Planning Act, as amended, have been complied with.
4. The Clerk is hereby authorized and directed to proceed with registering a certified copy of this By-law in the Land Registry Office and the giving of notice of the passing of this By-law in accordance with the requirements of the Planning Act, as amended.

**READ** a first and second time on the 29 th day of September, 2025.  
**READ** a third time and finally passed in Open Council on the 29<sup>th</sup> day of September,  
2025.

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Clerk**

**THE CORPORATION OF THE TOWNSHIP OF WILMOT**

**BY-LAW NO. 2025-59**

**TO CONFIRM THE PROCEEDINGS OF COUNCIL  
AT ITS MEETING HELD ON SEPTEMBER 29, 2025**

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

1. The actions of the Council at its meeting held on September 29, 2025, with respect to each recommendation contained in the reports forwarded to Council, and in respect to each resolution and other action passed and taken by Council at this meeting, except where the prior approval of the Ontario Land Tribunal is required, are hereby adopted, ratified and confirmed.
2. The Mayor or in their absence the presiding officer of Council and the proper officials of the municipality are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain approvals where required and except where otherwise provided, the Mayor or in their absence the presiding officer, and the Clerk, or in their absence, the Deputy Clerk, are hereby directed to execute all documents required by statute to be executed by them, as may be necessary in that behalf and to affix the corporate seal of the municipality to all such documents.

**READ** a first and second time this 29<sup>th</sup> day of September, 2025.

**READ** a third time and finally passed in open Council this 29<sup>th</sup> day of September, 2025.

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Clerk**