

TOWNSHIP OF WILMOT COUNCIL MEETING AGENDA MONDAY, JUNE 22, 2015

CLOSED MEETING OF COUNCIL
WILMOT COMMUNITY ROOM
6:15 P.M.
REGULAR COUNCIL MEETING
COUNCIL CHAMBERS
7:00 P.M.

1. MOTION TO CONVENE INTO CLOSED SESSION

Recommendation

That Council convene into Closed Session on Monday, June 22, 2015 at 6:15 P.M. to consider subject matter that falls under the *Municipal Act 2001*, Section 239 (2) (e) advice that is subject to solicitor-client privilege, including communications necessary for that purpose.

- 2. MOTION TO RECONVENE IN OPEN SESSION
- 3. MOMENT OF SILENCE
- 4. ADDITIONS TO THE AGENDA
- 5. DISCLOSURE OF PECUNIARY INTEREST UNDER THE MUNICIPAL CONFLICT OF INTEREST ACT
- 6. MINUTES OF PREVIOUS MEETINGS
 - 6.1 Council Meeting Minutes June 1, 2015

Recommendation

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

Council Meeting June 1, 2015.

- 7. PUBLIC MEETINGS
 - 7.1 REPORT NO. DS 2015-24
 Zone Change Application 10/15
 Ryan Gottwald
 Part of Lot 1, Concession South of Snyder's Road
 2357 Snyder's Road East

Recommendation

THAT Zone Change Application 10/15 made by Ryan Gottwald, affecting Part of Lot 1, Concession South of Snyder's Road, to pass a temporary use by-law to permit an accessory building to be located on a property without the principal building (single detached dwelling) for a period not exceeding 18 months, be approved.

7.2 <u>MOTION TO CONVENE INTO COURT OF REVISION FOR THE TRUSSLER ROAD</u> MUNICIPAL DRAIN 2015

Recommendation

THAT a Court of Revision now be called for the purposes of the Trussler Road Municipal Drain 2015.

7.2 MOTION TO RECONVENE INTO OPEN SESSION OF COUNCIL

Recommendation

THAT we now reconvene into Open Session of Council.

- 8. PRESENTATIONS/DELEGATIONS
- 9. REPORTS
 - 9.1 CAO no reports
 - 9.2 CLERKS no reports
 - 9.3 FINANCE no reports
 - 9.4 PUBLIC WORKS
 - 9.4.1 REPORT NO. PW-2015-13
 Cross-Border Servicing Agreement with the
 City of Kitchener

Recommendation

THAT the Mayor and the Director of Clerk's Services be authorized to execute a Cross Border Servicing Agreement with the City of Kitchener.

9.4.2 REPORT NO. PW-2015-15 2015 Sidewalk Program

Recommendation

THAT the tender received from Vista Contracting Ltd., to complete the 2015 Sidewalk Program, in the amount of \$42,844.01, net of HST rebate, be accepted.

9.5 DEVELOPMENT SERVICES

9.5.1 REPORT NO. DS 2015-25
Draft Plan of Condominium Application 30CDM-15601
Part of Lot 53, Plan 1293
61 Greenwood Drive, New Hamburg
Bill and Freda Klassen

Recommendation

That Draft Plan of Condominium Application 30CDM-14601 (Bill and Freda Klassen) be recommended to the Regional Municipality of Waterloo for draft approval subject to the following conditions:

- 1. That this approval applies to Draft Plan of Condominium 30CDM-15601 by Erich Rueb, OLS dated April 20, 2015;
- 2. That, prior to or concurrent with the registration of the plan, the owner shall grant any additional easements or rights of access required for utility or municipal services purposes to the satisfaction of the Director of Public Works.
- 9.6 FACILITIES AND RECREATION SERVICES no reports
- 9.7 FIRE no reports
- 9.8 CASTLE KILBRIDE no reports

10. CORRESPONDENCE

- 10.1 Grand River Conservation Authority Grand Actions, May/June 2015
- 10.2 Region of Waterloo Library Highlights for 2015
- 10.3 Grand River Conservation Authority GRCA Current, June 2015

Recommendation

THAT Correspondence Items 10.1 to 10.3 be received for information.

11. BY-LAWS

- 11.1 By-law No. 2015-38 By-law to Authorize the Execution of the Mannheim and Shingletown Water Cross-border Agreement
- 11.2 By-law No. 2015-39 ZCA 10/15

Recommendation

THAT By-law Nos. 2015-38 and 2015-39 be read a first, second and third time and finally passed in Open Council.

- 12. NOTICE OF MOTIONS
- 13. QUESTIONS/NEW BUSINESS/ANNOUNCEMENTS
- 14. BUSINESS ARISING FROM CLOSED SESSION
- 15. CONFIRMATORY BY-LAW
 - 15.1 By-law No. 2015-40

Recommendation

THAT By-law No. 2015-40 to Confirm the Proceedings of Council at its Meeting held on June 22, 2015 be introduced, read a first, second, and third time and finally passed in Open Council.

16. ADJOURNMENT

Recommendation

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



TOWNSHIP OF WILMOT COUNCIL MEETING MINUTES MONDAY, JUNE 1, 2015

CLOSED COUNCIL MEETING
WILMOT COMMUNITY ROOM
5:45 P.M.
REGULAR COUNCIL MEETING
COUNCIL CHAMBERS
7:00 P.M.

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

Staff Present: Chief Administration Officer G. Whittington, Director of Clerk's Services

B. McLeod, Deputy Clerk D. Mittelholtz, Director of Public Works G. Charbonneau, Director of Facilities and Recreation Services S. Nancekivell, Director of Development Services H. O'Krafka, Fire Chief M. Raine, Planner/EDO A. Martin,

Manager of Accounting P. Kelly

1. MOTION TO CONVENE INTO CLOSED SESSION

Resolution No. 2015-118

Moved by: B. Fisher Seconded by: A. Junker

That Council convene into Closed Session on Monday, June 1, 2015 at 5:45 P.M. to consider subject matter that falls under the *Municipal Act 2001*, Section 239 (2) (a) the security of the property of the municipality or local board, and Section 239 (2) (g) a matter in respect of which a council, board, committee or other body may hold a closed meeting under another Act.

CARRIED.

2. MOTION TO RECONVENE IN OPEN SESSION

Resolution No. 2015-119

Moved by: P. Roe Seconded by: J. Gerber

That we reconvene into Open Session of Council at 7:00 p.m. in the Council Chambers.

CARRIED.

- 3. MOMENT OF SILENCE
- 4. ADDITIONS TO THE AGENDA
- 5. DISCLOSURE OF PECUNIARY INTEREST UNDER THE MUNICIPAL CONFLICT OF INTEREST ACT

6. MINUTES OF PREVIOUS MEETINGS

6.1 Council Meeting Minutes May 25, 2015

Resolution No. 2015-120

Moved by: M. Murray Seconded by: A. Junker

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

Council Meeting May 25, 2015.

CARRIED.

- 7. PUBLIC MEETINGS
- 8. PRESENTATIONS/DELEGATIONS
- 9. REPORTS
 - 9.1 CAO no reports
 - 9.2 CLERKS
 - 9.2.1 REPORT NO. CL2015-15
 Baden Corn Festival and Baden Fire Fighters Association Co-ed Slo-Pitch
 Baseball Tournament Noise By-Law Exemption and
 Amending By-law

Resolution No. 2015-121

Moved by: P. Roe Seconded by: A. Junker

THAT Schedule A of By-law No. 2007-17 be amended to include the Baden Corn Festival and Baden Firefighters Association Co-ed Slo-Pitch Baseball Tournament.

CARRIED.

9.2.2 REPORT NO. CL2015-16

Independent Electricity System Operator (IESO) FIT Program Request for Municipal Support Re Rooftop Solar Applications Wilmot Township

Resolution No. 2015-122

Moved by: M. Murray Seconded by: P. Roe

WHEREAS Green Energy Cooperatives of Ontario (GECO) (the "Applicant") proposes to construct and operate several rooftop solar PV systems, (the "Projects") on 66, 108, 116, 124, 132, 140 and 148 Hincks Street, New Hamburg (the "Lands") in the Township of Wilmot under the Province's FIT Program. (Attached as Schedule 'A' to this report.)

AND WHEREAS Solar Power Network (the "Applicant") proposes to construct and operate rooftop solar PV systems, (the "Projects") on 65 Heritage Drive and 30 Marvin Street, New Hamburg (the "Lands") in the Township of Wilmot under the Province's FIT Program. (Attached as Schedule 'B' to this report.)

AND WHEREAS the Applicants have requested that the Council of The Township of Wilmot indicate by resolution, Council's support for the construction and operation of the projects on the lands,

AND WHEREAS pursuant to the FIT Rules, Version 4.0, Applications whose Projects receive the formal support of Local Municipalities will be awarded Priority Points, which may result in the Applicants being offered a FIT Contract prior to other Persons applying for FIT Contracts:

NOW THEREFORE BE IT RESOLVED,

THAT the Council of The Township of Wilmot supports the construction and operation of the Projects on the Lands.

AND FURTHER THAT all requests for municipal support for the Province's FIT Program shall continue to be considered by Council on an individual basis,

AND FURTHER THAT this resolution's sole purpose is to enable the Applicant to receive Priority Points under the FIT Program and may not be used for the purpose of any other form of municipal approval in relation to the Application or Projects, or for any other purpose.

CARRIED.

9.3 FINANCE

9.3.1 REPORT NO. FIN 2015-22
Canada 150 Community Infrastructure Program

Resolution No. 2015-123

Moved by: B. Fisher Seconded by: A. Junker

THAT the Township of Wilmot application to Canada 150 Community Infrastructure Program for trail development within the WRC Woodlot and Schmidt Woods be endorsed.

CARRIED.

The Director of Facilities and Recreation Services highlighted the report.

Councillor J. Gerber expressed that all residents and visitors to the Township will benefit from this potential funding. He also noted his pleasure in seeing so many Township Departments being involved in this project.

9.4 PUBLIC WORKS

9.4.1 REPORT NO. PW-2015-14
Phragmites Control in the Laurel Creek Headwaters
Environmentally Sensitive Landscape

Resolution No. 2015-124

Moved by: P. Roe Seconded by: A. Junker

THAT the Township of Wilmot authorize Region of Waterloo staff to work on the Wilmot Line and Carmel-Koch road allowances, within the Laurel Creek Headwaters ESL, to undertake a control program for Phragmites.

CARRIED.

The Director of Public Works highlighted the report and noted that the Townships of Wellesley and Woolwich and the City of Waterloo have passed resolutions for the Region to carry out the program.

Councillor P. Roe noted that taking steps to eliminate this evasive species is a positive initiative and that taking similar action for other species would have been beneficial, however they have now become too wide spread.

Mayor L. Armstrong concurred with Councillor P. Roe and indicated that provincial intervention could be considered or requested in the future.

9.5 DEVELOPMENT SERVICES

9.5.1 REPORT NO. DS 2015-21 Beckdale Trailways and Schmidt Woods

Resolution No. 2015-125

Moved by: M. Murray Seconded by: B. Fisher

- 2. THAT Council accept the generous donation of lands from the Schmidt Estate for the purposes of trails and parklands as follows:
 - 2. Schmidt Woods (Parts 1&2, 58R-18339);
 - 2. Beckdale North Trailway (Parts 1, 2 & 3, 58R-18335);
 - 3. Beckdale South Trailway & Gateway Park (Part 3, 58R-18584 and Parts 1, 2 & 3, 58R-18304); and,

- 4. Beckdale Lane & Path (Parts 1 & 2, 58R-18584 and Parts 1, 2, 3, 4 & 5, 58R-13806)
- 2. THAT Council agree to convey an easement over the future Beckdale Lane in favour of the properties abutting the lane and subject to the conditions of use, maintenance and future construction identified within the document attached as Appendix C to this report.

CARRIED.

The Director of Development Services highlighted the report.

Mr. Brian Kelly, the Solicitor for the Schmidt Estate stated his belief that Harold and Enid Schmidt would have been proud to donate this legacy for recreational purposes that will link Baden to the Wilmot Recreational Complex. He thanked the Director of Development Services for his work and the work of his staff in completing this part of the project.

Councillor B. Fisher commented that he is very excited about this project. He offered his thanks to the Estate, the churches and staff for their hard work and efforts.

Councillor M. Murray reiterated the comments made by Councillor B. Fisher and commended all individuals involved.

Councillor A. Junker echoed the statements made by the other members of Council and reflected on the time he worked with Harold Schmidt as a member of Council and as a Member of Local Architectural Conservation Advisory Committee. He remembered Mr. Schmidt as a man with deep passion for heritage and for helping the youth of Baden. He noted that this use of their Estate is very appropriate to the type of people they were.

Councillor J. Gerber thanked Councillor A. Junker for his personal account of who Harold and Enid Schmidt were and what they meant to the community. Councillor J. Gerber noted his personal satisfaction is seeing what has grown since the initial purchase of the property which is now the Wilmot Recreation Complex. He further commended the Director of Development Services and his staff for what they have accomplished.

Councillor P. Roe was in agreement with the comments raised previously by the other Members of Council. He expressed that he is pleased with the lasting benefits that this project will have for generations to come and that it will incorporate the Beckdale name which retains the Sir Adam Beck history in Baden.

Mayor L. Armstrong also thanked the work of the people involved with this project. He stated his appreciation for ensuring that the legacy of the Schmidt Estate is preserved and he commented that Harold would be pleased.

9.5.2 REPORT NO. DS 2015-22
Zone Change Application 07/15
Craig McInally
Lot 130 and Part of Lot 129, Plan 627
Parts 2 and 3, Plan 58R-4327
55 Snyder's Road West, Baden

Resolution No. 2015-126

Moved by: A. Junker Seconded by: M. Murray

THAT Zone Change Application 07/15 made by Craig McInally, affecting Lot 130 and Part of Lot 129, Plan 627, being Parts 2 and 3, Plan 58R-4237, be approved to permit a dwelling unit to be

located within an accessory building and to reduce the required off-street parking spaces for the property to a minimum of five spaces.

CARRIED.

The Planner/EDO highlighted the report.

9.5.3 REPORT NO. DS 2015-23
Partial Release of Safety Berm Easement
Lot 46, Plan 58M-495
96 Smith's Creek Drive, New Hamburg

Resolution No. 2015-127

Moved by: B. Fisher Seconded by: A. Junker

THAT the Township release the Safety Berm Easement between the Township of Wilmot and the owner(s) of 96 Smith's Creek Drive from the title of Lot 46, Plan 58M-495 as it applies to the portion said lands where the berm has not been constructed, subject to the following conditions:

- 1. That, prior to registration of the release, the Township of Wilmot be advised by the Region of Waterloo that they have no objection to the release;
- 2. That the applicant be responsible to provide, at no cost to the Township, revised engineering drawings to reflect the modified berm and lot grading and drainage on Lot 96;
- 3. That the applicant be responsible for all costs associated with the preparation and registration of a reference plan to describe the lands to be released;
- 4. That the applicant be responsible for all costs related to the preparation and registration of the release by the Township or that the applicant prepare and register the release of the agreement at no cost to the Township of Wilmot.

CARRIED.

The Planner/EDO highlighted the report.

- 9.6 FACILITIES AND RECREATION SERVICES no reports
- 9.7 FIRE no reports
- 9.8 CASTLE KILBRIDE no reports
- 10. CORRESPONDENCE no correspondence

11. BY-LAWS

- 11.1 By-law No. 2015-35 Zone Change Application 07/15, Craig McInally, Lot 130 and Part of Lot 129, Plan 627, Parts 2 and 3, Plan 58R-4327, 55 Snyder's Road West, Baden
- 11.2 By-law No. 2015-36 By-Law to Amend Schedule A of By-Law 2007-17, Permanent Exemptions To The Noise By-Law

Resolution No. 2015-128

Moved by: A. Junker Seconded by: P. Roe

THAT By-law Nos. 2015-35 and 2015-36 be read a first, second and third time and finally passed in Open Council.

CARRIED.

12. NOTICE OF MOTIONS

13. QUESTIONS/NEW BUSINESS/ANNOUNCEMENTS

- 13.1 Mayor L. Armstrong noted the success of the Mennonite Relief Sale on May 30, 2015. Despite the rain it was well attended.
- 13.2 Mayor L. Armstrong reminded Council of the Splash Pad Grand Opening taking place on June 5, 2015 beginning at 5:30 pm.
- 13.3 Councillor P. Roe informed Council that he will regretfully be absent from the June 22, 2015 Council Meeting.

14. BUSINESS ARISING FROM CLOSED SESSION

15. CONFIRMATORY BY-LAW

15.1 By-law No. 2015-37

Resolution No. 2015-129

Moved by: J. Gerber Seconded by: M. Murray

THAT By-law No. 2015-37 to Confirm the Proceedings of Council at its Meeting held on June 1, 2015 be introduced, read a first, second, and third time and finally passed in Open Council.

CARRIED.

16. ADJOURNMENT (7:40 P.M.)

Resolution No. 2015-130

Clerk

Moved by: J. Gerber Seconded by: B. Fisher

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

Mayor CARRIED.



Township of Wilmot REPORT

REPORT NO.

DS 2015-24

TO:

Council

PREPARED BY:

Andrew Martin, Planner/EDO

DATE:

June 22, 2015

SUBJECT:

Zone Change Application 10/15

Ryan Gottwald

Part of Lot 1, Concession South of Snyder's Road

2357 Snyder's Road East

Recommendation:

That Zone Change Application 10/15 made by Ryan Gottwald, affecting Part of Lot 1, Concession South of Snyder's Road, to pass a temporary use by-law to permit an accessory building to be located on a property without the principal building (single detached dwelling) for a period not exceeding 18 months, be approved.

Background:

Notice of the Public Meeting was given to property owners within 120 metres of the subject lands on March 27, 2015. The following is a summary of comments received prior to the Public Meeting.

Public: none

Agencies:

GRCA: no comments or concerns

Region of Waterloo: indicating no objections, but requesting payment of a review fee and recommending use of upgraded building components to mitigate noise impacts from Snyder's Road East.

Discussion:

The subject property is currently vacant, designated Agricultural Resource Area in the Township Official Plan, and are zoned Zone 1 (Agricultural) within the Township Zoning By-law.

The current zoning permits a single detached dwelling and accessory buildings. The applicant wishes to construct an accessory building (storage shed/garage) on the property prior to the dwelling. This application would allow for the shed to exist for up to 18 months prior to the new

house being constructed. After 18 months, the property will be developed consistently with uses permitted on abutting properties, containing a house and an accessory building.

Strategic Plan Conformity:

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

Financial Considerations:

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

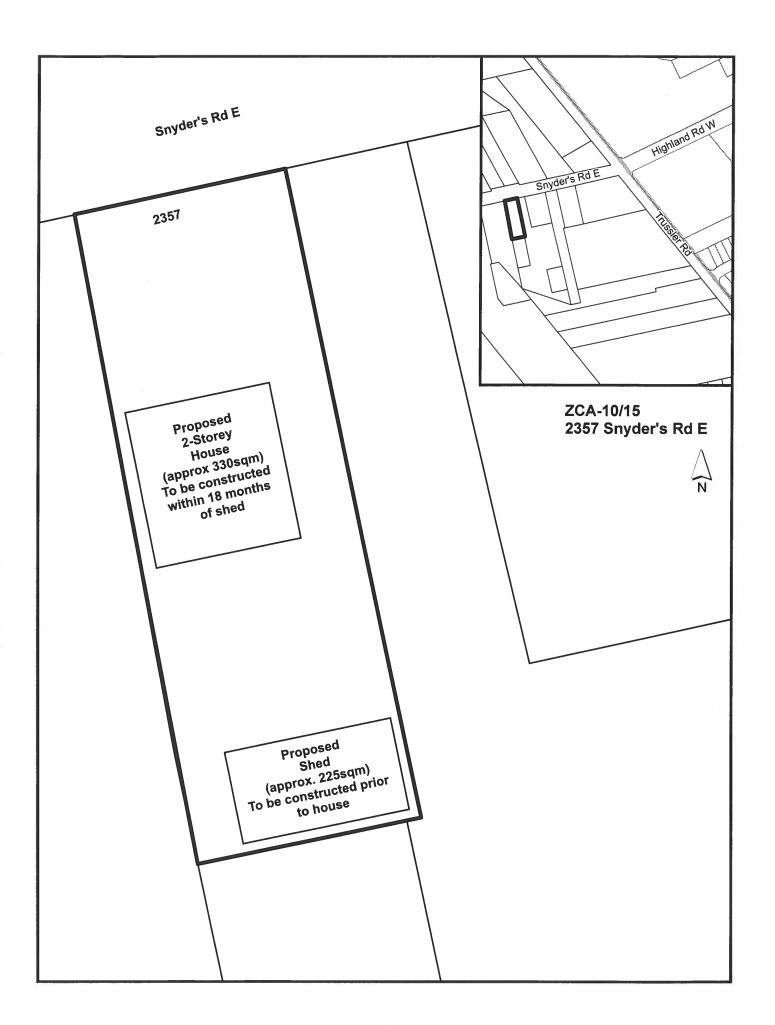
Conclusion:

Section 39 of the Planning Act allows the Council of a Municipality to pass a by-law to authorize a temporary use of land, building or structure. The implementing by-law deals only with timing of construction, and development of the property will ultimately comply with the zoning by-law.

Andrew Martin, MCIP RPP

Planner/EDO

Reviewed by CAO





Township of Wilmot REPORT

REPORT NO.:

PW-2015-13

TO:

Council

PREPARED BY:

Gary Charbonneau, Director of Public Works

Rosita Tse, Director of Finance

DATE:

June 22, 2015

SUBJECT:

Cross-Border Servicing Agreement with the

City of Kitchener

Recommendation:

That the Mayor and the Director of Clerk's Services be authorized to execute a Cross Border Servicing Agreement with the City of Kitchener.

Background:

Township staff has undertaken a comprehensive review of the existing Mannheim/Shingletown water distribution system and wastewater collection system. The Township of Wilmot is the owner of the infrastructure, while the City of Kitchener operates and maintains the systems on behalf of Wilmot. Kitchener performs all maintenance activities, including repairs, meter reading, billing, paying all related expenses and retains all of the revenue associated with the systems. Auditing costs related to the operating authority are paid by Kitchener, while sampling and Ministry of the Environment (MOE) reporting is completed by Wilmot.

Due to provincial legislation, introduced over the past number of years as a result of the Walkertown Inquiry, a variety of regulations have been developed regarding the current operating structure of the Mannheim/Shingletown water distribution system. MOE inspections, owner/operator communication and tangible capital asset (TCA) reporting have become increasing challenging for staff at both Wilmot and Kitchener.

As such Kitchener and Wilmot have indicated their desire to discontinue the current arrangement. With regulations and operating requirements becoming a larger focus for the Province of Ontario, Wilmot staff agree that the issues relating to the Mannheim/Shingletown infrastructure must be addressed and Wilmot will be assuming operations and maintenance of both the water and wastewater systems.

Discussion:

Mannheim/Shingletown Water Distribution System

The water is supplied to the distribution system by the Region of Waterloo (Region) through a number of Regional wells located within Wilmot and also from a Regional reservoir located in Kitchener. These same wells and reservoir also supply water to the Integrated Urban System which, includes Kitchener, Waterloo and Cambridge. The Region meters the water supplied and invoices Kitchener on a monthly basis.

Therefore Wilmot, as part of reading the meters, will annually send the volumetric data to Kitchener who will then invoice Wilmot for the water supplied by the Region. Wilmot will invoice the customers located within Wilmot.

Mannheim Wasterwater Collection System

Wastewater is collected from 77 properties located within the Mannheim Estates Subdivision and pumped via a forcemain which outlets to a sanitary sewer manhole located in Kitchener. The wastewater flows through the Kitchener collection system and discharges to a treatment plant operated by the Region. In order to connect to the Kitchener wastewater collection system a cross-border agreement is required. This agreement is similar to an existing agreement between Kitchener and Woolwich.

The attached agreement has been reviewed and endorsed by both Township and City staff and was approved by Kitchener Council at their meeting held on June 1, 2015.

The agreement provides a framework between the Township of Wilmot and the City of Kitchener for the ownership, maintenance and billing associated with both the water distribution system and the wastewater collection system in Mannheim and Shingletown.

Strategic Plan Conformity:

Maintaining our infrastructure ensures a prosperous economy for our municipality.

Financial Considerations:

The revenue and expenditures of these two systems will be incorporated into the overall water and wastewater budgets.

Conclusion:

That Wilmot enter into a cross border servicing agreement with the City of Kitchener for the water distribution system and wastewater collection system in Mannheim and Shingletown.

Director of Public Works

Director of Finance

Reviewed by CAO

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF WILMOT

(hereinafter called "Wilmot")

OF THE FIRST PART

-and-

THE CORPORATION OF THE CITY OF KITCHENER

(hereinafter called 'Kitchener')

OF THE SECOND PART,

WHEREAS Wilmot and Kitchener wish to enter into this Agreement pursuant to Section 20 of the *Municipal Act*, R.S.O. 2001, Chapter 25;

AND WHEREAS Kitchener has permitted certain lands within Wilmot to be drained by gravity sewers and be pumped via forcemain to sewers and a sanitary treatment plant within Kitchener;

AND WHEREAS an agreement exists between Kitchener and Woolwich entitled Cross Border Servicing Agreement for Sewage Collection and Water, June 13, 2001;

AND WHEREAS in order to accommodate wastewater from Wilmot, Wilmot desires to maintain various sewerage plant within Kitchener; and,

AND WHEREAS such plant is within the City of Kitchener, on rights of way owned by the Regional Municipality of Waterloo (Ottawa Street South and Trussler Road),

NOW THEREFORE IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED AND THE PROVISION OF OTHER GOOD AND VALUABLE CONSIDERATION BY EACH PARTY TO THE OTHER (THE RECEIPT AND ADEQUACY OF WHICH IS ACKNOWLEDGED) THE PARTIES HAVE AGREED AS FOLLOWS:

1. **DEFINITIONS**

In this Agreement,

"Default" means default pursuant to section 15 of this Agreement;

"Director" means Kitchener's Director of Engineering Services or designated successor, or the person designated by him or her;

"Emergency" means an unforeseen situation where immediate Work is necessary because of imminent danger to life, health or property including, but not limited to, unscheduled interruption of Wilmot's service;

"Forcemain" means the forcemain pipe and appurtenances from the Pumping Station to its termination point at a Kitchener owned Manhole, designated with manhole ID#311511 on Ottawa Street South.

"Former Agreement" means the agreement between Kitchener and Wilmot entitled Cross Border Servicing Agreement for Sewage Collection and Water, dated June 13, 2001;

"Infrastructure" means the Pumping Station, the Forcemain, all gravity sewage collection systems within Wilmot, and all water distribution systems within Wilmot including metering devices on customer properties within Wilmot;

"Maintenance Rate" means (Sanitary Sewer Rate - Regional Treatment Rate) x 50%

[&]quot;Agreement" means this Cross Border Servicing Agreement;

"Pumping Station" means the sanitary sewage pumping station together with the building and equipment in Wilmot servicing the Mannheim Village Estates;

"Right-of-Way" or "Rights-of-Way" means, but is not limited to, a road, a common and public highway, street, avenue, parkway, driveway, square, place, bridge, viaduct or trestle, any part of which is intended for or used by the general public for the passage of Vehicles and includes the area between the lateral property lines thereof;

"Regional Treatment Rate" means the rate the Regional Municipality of Waterloo charges Kitchener for the treatment of sanitary sewage

"Sanitary Sewer Rate" means the rate Kitchener charges customers for sanitary sewer collection and treatment;

"Third Party" means any individual, corporation, partnership, association, joint venture or organization of any kind and the lawful trustee, successor, assignee, transferee or personal representative thereof that attaches to Wilmot's Plant under an agreement with Wilmot but does not include direct users of Wilmot's services; and,

"Wholesale Water Supply Rate" means the rate charged by the Region for water.

"Work" means, but is not limited to, any activities related to Wilmot's installation, construction, maintenance, testing, operation, repair, replacement, relocation, removal, adjustment or other alteration of Plant in, on, over, along, under, above or across any Right-of-Way, including excavation, repair or restoration of the Right-of-Way.

2. OWNERSHIP AND MAINTENANCE OF INFRASTRUCTURE

The Infrastructure is and shall hereinafter remain the property of Wilmot including responsibility for the operation, maintenance, and replacement of all components as required to keep the infrastructure in operation as designed and in accordance with all applicable standards and regulations in place from time to time.

3. PAYMENT TO WILMOT

Kitchener shall pay Wilmot the sum of Two-hundred and thirty-three thousand, one-hundred and fifty-four dollars (\$233,154.00) to be remitted within thirty (30) days of execution of this agreement.

4. MAINTENANCE OF SANITARY SERVICES

- (a) Kitchener shall make reasonable effort to maintain its receiving sewers at the discharge point of the Forcemain in a manner that permits continuous flow from the Pumping Station in Wilmot. In the event that sewer flows from the Pumping Station cannot be accommodated in Kitchener, due to emergency or planned interruption, Kitchener shall notify Wilmot immediately for unplanned interruptions, and two (2) days before any planned interruptions.
- (b) Wilmot acknowledges and agrees that Kitchener shall not be liable to Wilmot for any losses or damages incurred by Wilmot or its customers in relation to any interruption in service whether arising from emergency interruptions, planned interruptions, or interruptions arising from any other circumstances and Wilmot shall indemnify and save harmless Kitchener from any such claims.

5. PAYMENT FOR SEWAGE SERVICES

- (a) Wilmot shall, at its own expense, maintain a regularly calibrated flow monitoring device within the Pumping Station, in a manner acceptable to Kitchener, to measure volumes of sanitary sewage pumped from the Pumping Station to the termination point of the Forcemain in Kitchener to be referred to as the Measured Sewage Volume
- (b) Wilmot shall, when requested by Kitchener, provide documentation regarding maintenance and calibration of any flow monitoring devices at the Pumping Station.
 - (c) Wilmot shall provide to Kitchener on an annual basis the Measured Sewage Volume
 - (d) Kitchener shall invoice Wilmot a Sanitary Servicing Fee based on the following formula:

Sanitary Servicing Fee = Measured Sewage Volume X (Maintenance Rate + Regional Treatment Rate);

- (e) In the event that volumes of sewage from the Pumping Station are unable to be measured, for any reason, Kitchener shall invoice Wilmot for the Sanitary Servicing Fee based on historical averages.
 - (f) Invoices shall have payment terms of net thirty days.

6. PAYMENT FOR WATER SERVICES

- (a) Wilmot shall, when requested by Kitchener, supply a list of properties within Wilmot being supplied water from Kitchener
- (b) Wilmot shall collect water consumption information from all Wilmot customers being supplied water from Kitchener hereunder and shall provide this information to Kitchener on an annual basis. For any particular calendar year, the amount so reported shall be the "Total Water Consumption" for that calendar year.
- (c) Kitchener shall invoice Wilmot a Water Servicing Fee annually in arrears, with the invoice to be provided not later than January 31 of the following year:

Water Servicing Fee = Total Water Consumption x Wholesale Water Supply Rate x 1.10

- (d) In the event that volume of water cannot be obtained from any property being supplied water from Kitchener, from an individual water meter, Wilmot shall use historical averages to account for missing information.
 - (e) Invoices shall have payment terms of net thirty days.

7. MAXIMUM SEWAGE FLOW RATE

Wilmot shall take all necessary steps to ensure that at no point in time shall the flow discharged from the Pumping Station to the Kitchener gravity sewer exceed 7.05 L/s, as measured at the Pumping Station. In the event that the maximum flow is known to be exceeding, or is anticipated to exceed the rate defined above, Wilmot shall:

- (a) notify Kitchener immediately in the event that Wilmot learns that the 7.05 L/s limit is being or has been exceeded; and,
- (b) notify Kitchener not later than two (2) days in advance of the time at which the 7.05 L/s limit shall be exceeded in the event that Wilmot anticipates flow in excess of the 7.05 L/s limit shall occur in the future.

8. QUALITY OF EFFLUENT

- (a) Wilmot shall take all measures required by law and any further measures that may be reasonable in the circumstances to ensure that all discharge sewage from the Pumping Station shall be in compliance with Regional Municipality of Waterloo Sewer Use By-Law 1-90 as amended from time to time. Wilmot shall notify Kitchener immediately of any known contraventions of the By-Law.
- (b) Wilmot shall notify and seek approval from Kitchener for any approvals sought by properties within Wilmot, for the discharge of effluent not conforming to By-Law 1-90 as amended from time to time, as might be permitted within the By-Law. Kitchener shall be permitted to apply surcharges to the Sanitary Servicing Fee as deemed appropriate by Kitchener, to any non-conforming effluent, whether approved or not.

9. EMERGENCY

In the event of an Emergency, Kitchener shall be permitted to carry out such Work as is reasonably necessary on plant owned by Wilmot, within the City of Kitchener, minimizing impact to the extent possible in the circumstances and complying with any applicable Municipality policies or by-laws to the fullest practical extent possible, to restore its service. Kitchener shall take all steps necessary to provide verbal

notice to Wilmot within one (1) business day of completing its Work. Kitchener shall provide details of the cause of the Emergency and the actions taken to resolve such Emergency. All costs associated with repairs to Infrastructure, including fines and fees levied by other levels of government in the event of a spill, shall be

paid by Wilmot. Wilmot will notify Kitchener prior to performing any Work on the system within Kitchener, other than emergency repairs where notification will be provided as soon as reasonably possible.

10. KITCHENER'S NON-WARRANTY

Kitchener has made no representations or warranties as to the state of repair of the Infrastructure or the suitability of the Infrastructure for any business, activity or purpose whatsoever and Wilmot hereby agrees to accept the Infrastructure on an "as is" basis. Without limiting the generality of the foregoing, Kitchener shall not be required to undertake any remediation or work for the Infrastructure.

11. EMERGENCY CONTACTS

Wilmot and Kitchener shall provide to each other a list of 24 hour emergency contact personnel available at all times and shall ensure that this list is kept current.

12. LOCATES

- (a) Wilmot shall be responsible to locate Infrastructure at the request for locates from Kitchener, or any third party, in a manner consistent with legislated requirements and customary practices.
- (b) Wilmot shall be responsible for ensuring locate requests for Infrastructure through third party coordinating organizations (such as Ontario One Call) are directed to Wilmot
- (c) Kitchener shall not be responsible for ensuring locate requests are directed appropriately to Wilmot.

13. INDEMNIFICATION AND LIABILITY

- (a) Wilmot shall indemnify and save harmless Kitchener from and against all actions, causes of action, proceedings, claims and demands brought against Kitchener, and from and against all losses, costs, damages or expenses suffered or incurred by Kitchener, by reason of any damage to property, including property of Kitchener, or injury, including injury resulting in death, to persons, including the employees, servants, agents, licensees and invitees of Kitchener, caused by, resulting from or attributable to the negligent act or omission of Wilmot or any of its employees, servants, agents, licensees or invitees in the performance of this Agreement, or any Third Party, its employees, servants, agents, licensees or invitees.
- (b) Kitchener shall indemnify and save harmless Wilmot from and against all actions, causes of action, proceedings, claims and demands brought against Wilmot, and from and against all losses, costs, damages or expenses suffered or incurred by Wilmot, by reason of any damage to property, including property of Wilmot, or injury, including injury resulting in death, to persons, including the employees, servants, agents, licensees and invitees of Wilmot, caused by, resulting from or attributable to the negligent act or omission of Kitchener or any of its employees, servants, agents, licensees or invitees in the performance of this Agreement, or any Third Party, its employees, servants, agents, licensees or invitees.

14. TERM

- (a) The initial term of this Agreement shall be twenty (20) years, commencing on the date of execution. This Agreement may or may not be extended for any one or more further terms, as the parties may determine in their absolute discretion, but if this agreement is not extended before the date that is exactly twenty (20) years from the date on which it became effective, it shall be deemed to have terminated at midnight on such date.
- (b) If this Agreement is terminated either by expiry of the term, without an extension thereof or a replacement agreement, or as a result of Default, all rights and privileges under this Agreement shall come to an end and despite such termination, the Infrastructure will continue to be the property of Wilmot and Wilmot shall be permitted to maintain, test, repair and operate the Infrastructure. Despite termination, both Wilmot and Kitchener shall continue to be liable to the other and obligations incurred hereunder prior to the date of such termination, except where termination has occurred as a result of Default whereupon the defaulting party only shall continue to be liable to the non-defaulting party for all obligations incurred under the Agreement prior to the date of such termination.

15. DEFAULT/TERMINATION

Kitchener and Wilmot mutually agree that, should either party fail to carry out any of the terms, covenants and conditions contained herein or default in any of its obligations under the terms hereof and fail within thirty (30) days after receiving written notice from the non-defaulting party to correct or commence to correct in a fashion acceptable to the non-defaulting party any such failure, then this Agreement may, at the option of the non-defaulting party, be terminated by giving written notice to be effective upon receipt. In addition to any other rights it may have under this Agreement, the non-defaulting party shall have such other remedies as may be available at law.

16. ASSIGNMENT

- (a) This Agreement may not be sublicensed, granted, transferred or assigned to any entity other than another Municipality or similar public body and only upon the consent of the other party.
- (b) Despite the sublicense, grant, transfer or assignment of this Agreement by Wilmot, Wilmot will remain fully responsible to Kitchener for the fulfillment of the obligations or liabilities of Wilmot hereunder to the date of such sublicense, grant, transfer or assignment.

17. NOTICES

Any notice required or permitted to be given hereunder or any tender or delivery of documents may be sufficiently given by personal delivery or, if other than the delivery of an original document, by facsimile transmission to the parties at the following addresses:

The Corporation of the City of Kitchener

P.O. Box 1118

200 King Street West

Kitchener, Ontario

N2G 4G7

Attention: Director of Engineering Services

The Corporation of the Township of Wilmot

60 Snyder's Road West

Baden, Ontario

N3A 1A1

Attention: Director of Public Works

Any notice may also be given by prepaid registered mail mailed within the Province of Ontario and such notice shall be effective five (5) business days following the date of mailing, except in the event that there shall be a disruption in postal services at the date of mailing, in which case notice shall be effective by personal delivery or a facsimile transmission as stated above.

18. THIRD PARTY ACKNOWLEDGEMENT

Wilmot agrees that it shall provide in agreements with Third Parties, a provision that requires the Third Party to comply with all applicable laws, statues, by-laws (including, but not limited to, obtaining a Work Permit as applicable), codes, ordinances, rules, orders and regulations of all governmental authorities in force, and that the Third Party shall obtain and maintain any and all permits, licenses, official inspections or any other approvals and consents necessary or required for the placement or operation of the Third Party's equipment. Kitchener shall have no obligation to notify any Third Party under any provision of this Agreement.

19 FORMER AGREEMENT

The Former Agreement is terminated in its entirety, effective immediately upon the execution of this Agreement, provided that an appropriate adjustment and/or payment shall be made in respect of any indebtedness as of the date on which the Former Agreement terminates.

20 GENERAL PROVISIONS

- (a) Words importing the masculine gender shall include the feminine and neuter, and the singular shall include the plural where the meaning or context so requires.
- (b) This agreement, and the schedules attached thereto, constitutes the complete and exclusive statement of the agreement between the parties which supersedes all other communications between the parties relating to the subject matter of this agreement.

- (c) Each of the parties shall comply with the requirements of all applicable laws in the completion of their duties pursuant to this agreement.
 - (d) Time is of the essence of this agreement.

IN WITNESS WHEREOF the parties have executed this agreement.

THE CORPORATION OF THE CITY OF KITCHENER Per:	THE CORPORATION OF THE TOWNSHIP OF WILMOT Per:
	* ' '
Mayor	Mayor
<u> </u>	
Clerk	Clerk



Township of Wilmot REPORT

REPORT NO.:

PW-2015-15

TO:

Council

PREPARED BY:

Gary Charbonneau, Director of Public Works

DATE:

June 22, 2015

SUBJECT:

2015 Sidewalk Program

Recommendation:

That the tender received from Vista Contracting Ltd., to complete the 2015 Sidewalk Program, in the amount of \$42,844.01, net of HST rebate, be accepted.

Background:

The sidewalk removal and replacement program will occur in New Hamburg and Baden.

Discussion:

We received tenders to complete the annual sidewalk removal and replacement program and the tender results, net of the HST rebate, are as follows:

Vista Contracting Ltd., Cambridge	\$42,844.01
5 Star Paving Inc., Cambridge	\$54,434.48
Hardscape Concrete and Interlock, Paris	\$94,285.73
Steed and Evans Ltd., St. Jacobs	\$95,624.89

Strategic Plan Conformity:

Maintaining our infrastructure ensures a prosperous economy for our municipality.

Financial Considerations:

The approved 2015 Capital Budget includes \$70,000 for sidewalk removal and repairs with funding provided by the General Levy.

Conclusion:

That the tender submitted by Vista Contracting Ltd. be approved by Council.

Director of Public Works

Reviewed by CAO



Township of Wilmot REPORT

REPORT NO.

DS 2015-25

TO:

Council

PREPARED BY:

Andrew Martin, Planner/EDO

DATE:

June 22, 2015

SUBJECT:

Draft Plan of Condominium Application 30CDM-15601

Part of Lot 53, Plan 1293

61 Greenwood Drive, New Hamburg

Bill and Freda Klassen

Recommendation:

That Draft Plan of Condominium Application 30CDM-14601 (Bill and Freda Klassen) be recommended to the Regional Municipality of Waterloo for draft approval subject to the following conditions:

- 1. That this approval applies to Draft Plan of Condominium 30CDM-15601 by Erich Rueb, OLS dated April 20, 2015;
- 2. That, prior to or concurrent with the registration of the plan, the owner shall grant any additional easements or rights of access required for utility or municipal services purposes to the satisfaction of the Director of Public Works.

Background:

Plan 30CDM-15601 is a condominium plan application for a three unit townhome development constructed at 61 Greenwood Drive in New Hamburg.

Development of the property with three dwelling units was approved through Zone Change Application 04-10 and implemented by By-law 2010-45. A detailed site plan approval process was undertaken which implemented public input received through the zoning process. A site plan agreement was registered as instrument number WR692295 and implemented the completion of the development that exists today.

Discussion:

Upon registration, the condominium application will allow the developer to convey title/interest of each unit to separate purchasers. The development has essentially been completed, with site plan securities held to guarantee that final details (completion of sod, landscaping and bollard

painting) are completed. Previous concerns relative to drainage from the subject property to properties on Grandview Avenue have been resolved. Within the condominium declaration, staff will ensure there is a clause to ensure that the fence in place at the limits of parking spaces 6 and 7 (P6 and P7 on the attached plan) remains in place and is maintained to ensure that headlights are shielded from homes on Grandview and to discourage snow from being pushed and blown to the rear yard beyond P6, P7, and Unit 3.

The property has already been subject to significant review and public process; this application simply facilitates the final stage in development allowing units to be conveyed individually.

Strategic Plan Conformity:

The approval of alternative housing forms of greater density then traditional single family homes enables the amount of land required to accommodate growth to be minimized, in return protecting farmland and green space.

Financial Considerations:

The application fees, established by the Township of Wilmot Fees and Charges By-law, along with the condominium registration and parkland dedication fees have been collected.

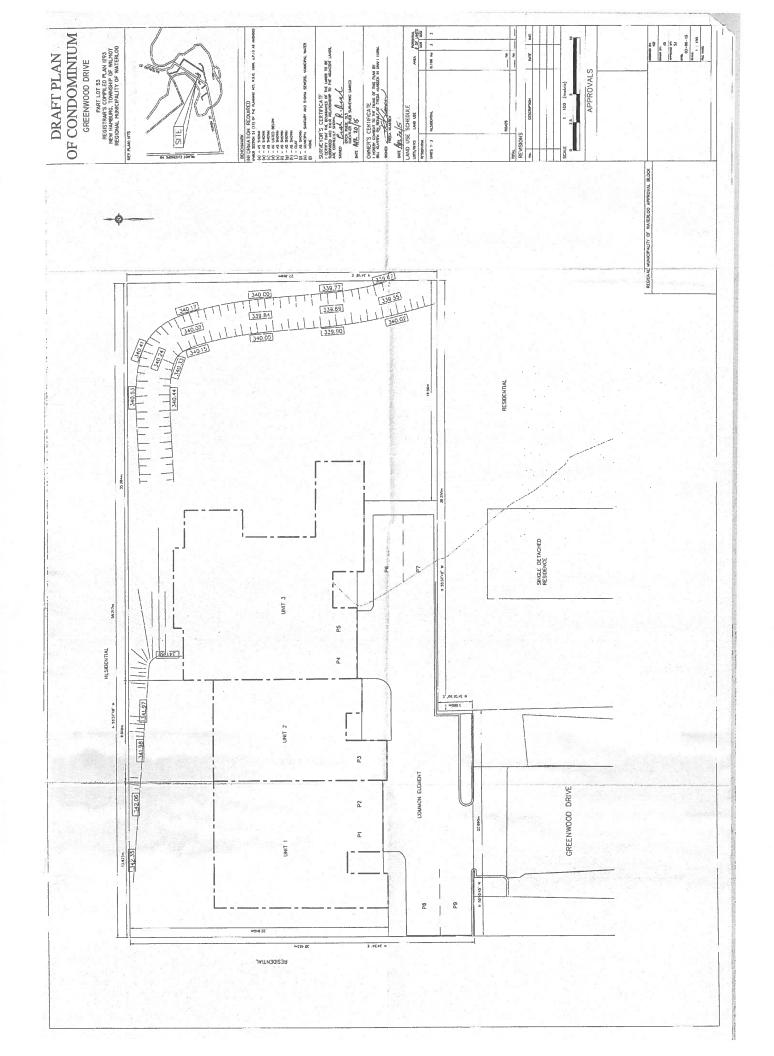
Conclusion:

Subject to the conditions outlined in the recommendation, staff recommend that Township Council support draft approval of the condominium plan.

Andrew Martin, MCIP RPP

Planner/EDO

Reviewed by CAO







May/June 2015 • Volume 20, Number 3

What's Inside:

Features Osprey webcam1
Taking Action Bringing back pollinators . 2 Fraser Gibson
Foundation Environ-Mentoring5
What's Happening? Outdoor education 5
Stay safe on the water 6 Storm spotters
Calendar8

Cover photo

A pair of osprey which live near the Grand River during mating season.

Photo by Kevin Tupmar









Reality TV and the GRCA

By Janet Baine

GRCA Communications Specialist

f you can't get outside and enjoy nature, why not sit back and watch a bit of GRCA reality TV?

Thanks to many partners working together, the GRCA has a webcam on an osprey nest at Belwood Lake near Fergus.

This has generated lots of attention and dramatically increased visits to the GrCA website and social media. Kindergarten students in Brantford tuned in and drew pictures.

Osprey watchers can review the past four hours when they check the live feed.

Here are some answers to the questions that people have asked.

Which is the male and which is the female?

The two adult ospreys have been named Bella and Woody (for Belwood) and it is not so easy to tell them apart. However, when they are side-by-side in the nest, you can see that Bella is bigger, as

female ospreys are larger than males. She also has more black on her head above her eyes, with the black forming a line down the centre of her head.

Her male counterpart, Woody, has more white on his forehead and the feathers at the back of his body are noticeably narrower. It would be easy to mistake these as tail feathers, however, osprey have a broad wingspan, and it is the wing feathers that occasionally stick out at the back before they are fully tucked away.

When did the eggs hatch?

The first hatched May 29 and the second on May 30. Unfortunately one died very quickly. The third was still incubating when this issue was published (June3). Incubation takes about 36 to 40 days. The nesting period is a quiet time. The young osprey will stay in the nest until they fledge in August.

Bella did most of the incubation, but Woody spelled her off from time to time. Occasionally, for a very short time, the nest may be vacant, but the parents are always nearby keeping a close watch.





Woody (left) and Bella (right) are nesting at Belwood Lake. Bella is bigger and has more black on her head. She is on the nest more.

After the eggs hatched, Woody will do the fishing to feed Bella and the young family. Bella will stay on the nest for about four weeks, until the young osprey can fend for themselves on the nest, and then both parents will go looking for food.

Why are there black birds on the nest?

The small black birds that appear to be on the edges of the large osprey nest are mostly starlings. The starlings have a nest underneath the osprey nest.

Are ospreys monogamous?

Ospreys are monogamous, and the same breeding pair usually comes back to a nesting site year after year. While ospreys have nested at this location for several years, we don't know how long Bella and Woody have been using this site.

What do they eat?

Ospreys live exclusively on live fresh fish which they dive down to snatch from the nearby water.

The fact that osprey are now nesting at several locations within the Grand River watershed means the ecosystem can support them and supply enough fish. They are excellent anglers and live up to 25 years.

Are they disturbed by the camera at night?

The GRCA webcam uses infrared light at night, creating a black-and-white image of the nesting birds. This does not bother ospreys. Like humans, the osprey are not capable of seeing infrared, so are not bothered by it. The camera is designed to use infrared to "see" at night, creating a clear nighttime image without any colour.

Are they disturbed by noise?

A mechanical noise has been heard at times. The GRCA's IT department, which has

made this project possible, has done some troubleshooting and suspects that the mechanical clicking sound is coming from the camera's iris. It automatically adjusts for changes in lighting. While this can be loud at times to webcam viewers, the noise is not heard by the birds and does not disturb them. The GRCA is working with the camera manufacturer and also adjusting the microphone settings to solve these problems.

Ospreys also become used to human activities, as they have at this nest site. The sound of passing cars and gatehouse activities do not disturb them.

Are these birds banded?

The adults are not banded. Ospreys are banded before they are old enough to fly and leave the nest. The GRCA hopes to have the young banded by bird bander David Lamble, who does lots of work banding osprey and other birds at Luther Marsh.

Do ospreys migrate?

While we don't exactly know where these osprey go in winter, some osprey are fitted with tiny solar-powered satellite transmitters and this shows that the osprey from Ontario live in South America during the winter.

Please let us know on social media what you think the names of the young hatchlings should be.

Watch Bella and Woody live www.grandriver.ca/osprey

TAKING ACTION

Community pollinator project

By Jim Dyer and Lorna Ferguson

Bees and their kin have for too long been the unsung heroes of almost every terrestrial ecosystem.

Since the turn of the millennium, however, awareness of insect pollination has mushroomed in scientific literature. Public awareness has also expanded, but not as quickly.

This is the story of how a volunteer group in Cambridge took on the challenge of creating and maintaining a pollinator habitat. At one hectare (2.5 acres), this was a big project and the first of its kind in the region.

Healthy wild bee populations need places to build nests and gather pollen and nectar from pesticide-free flowering plants. Pockets of urban parkland are perfect for this. These spaces also provide habitat for other types of pollinators and beneficial insects, as well as nesting sites for song birds and wildlife. This is an issue where public involvement is critical.

A main hurdle in promoting pollinator habitat projects in the early days was safety



Many volunteers have shared the work of creating and maintaining the pollinator preserve. They hold one workday in the spring to plant and another each fall to prepare plots for the next spring planting.



There are many bee species that look like this.

concerns about possible bee stings.

Two basic facts helped to dispel this fear. The first is that most bees have little need to sting, because they are not social. Only the honey bee and the bumblebee are truly social and therefore may occasionally sting to protect a nest. The second is that the most dangerous episodes of multiple stings come from social wasps, particularly yellow jackets that hang around garbage cans and are relatively uncommon in most urban parkland.

Many factors converged to result in the Cambridge Pollinator Preserve. Cambridge was already the focal point of an Environment Canada project to develop a citizen science pollinator monitoring program. Although federal funding for this initiative ran out before it could succeed, this program increased awareness of native wild bees in Cambridge years ahead of other cities in southern Ontario.

The second ingredient was high citizen interest and municipal programming on environmental issues. City Green, one of the leading environmental programs in Cambridge, has been very supportive of pollinator conservation.

A retired off-leash dog run that was beside

Top native plants at this site

Trees: Canadian serviceberry, eastern redbud

Shrubs: Bush honeysuckle, ninebark **Flowers:** purple coneflower, wild bergamot, black-eyed Susan, New England aster

the clubhouse for the Ancient Mariners Canoe Club (AMCC) on George Street became available for the project.

This club already had a clear sense of environmental stewardship for the river. Members look after river access maintenance, do annual river cleanups and landscape the Lisaard House Hospice. The AMCC had already planted trees for two years along the border of the dog run overlooking the Grand River.

The AMCC board of directors approved the project in 2009, followed by city council in early 2010. Work started immediately, when three redbud trees were planted, followed by the first annual planting day that spring. Since then, successful planting workdays have been carried out every spring thanks to the sweat equity of volunteers.

A wide range of native flowering trees, shrubs and herbaceous wildflowers have adapted the plant mix to the microclimate and soil of the site. Watering is done only for the new plants. In the beginning the work was intense. Now that the preserve is established, most of the work is limited to a day in spring and another in fall.

Permanent pollinator display

The project also has a permanent outdoor education centre. This information was adapted from the pollinator display in the lobby of the Cambridge Butterfly Conservatory which had just been retired. The club raised \$23,000 to install the set of weather-resistant outdoor panels. The centre was officially opened in September 2012.

The education centre gave a new mission to the pollinator project team to raise awareness and carry out educational programs about pollinators. As the first such habitat project to go into operation in the region, the Cambridge Pollinator Preserve, supported by the AMCC, is ideally suited to carry out this mission.

We encourage all age groups to visit the site on a bright summer day to see pollinators at work in the flower patch.

Jim Dyer and Lorna Ferguson are on the AMCC team that led the Cambridge Pollinator Preserve project. Other team members include Bob Fraser, Jim Graham, Cheryl Graham, Val Simpson, Merrily Walker and Donna Whittier. Paul Willms provided support.

Teaching Nature

raser Gibson is a retired environmental educator who has fostered environmental values for children and adults over the past 35 years.

He received a 2014 Grand River Watershed award from the GRCA.

Gibson began teaching in 1967, integrating outdoor and environmental education into his curriculum. Although the Kitchener resident is now retired, he continues to volunteer in nature-related and educational activities.

"Throughout his adult life he has been a steady, enthusiastic supporter of conservation and environmental protection. He has promoted these values as a teacher, but more so as a volunteer after retirement," wrote friend and former colleague Frank Glew when he nominated Gibson. Glew is also a retired teacher who received this award many years ago.



Fraser Gibson at Huron Natural Area in Kitchener.



Fraser helped establish Kitchener's Natural Areas Program (KNAP) by sitting on the original collaborative committee and later leading hikes and family events. Each year for KNAP Earth Day, he prepares materials so that families can make chickadee bird boxes and then install them across the city.

"Fraser believes the worst thing we can do is to ruin the earth for the next generations," Glew continued. "The critical importance of environmental education has been a driving force for him.

"His core environmental values of respect and responsibility for all forms of life and habitat, including humans, are the pillars of his actions. He not only knows people must learn to respect nature, but they must go over the apathy line and act on those values in order to make them meaningful. He has carried these values from the classroom to his volunteer work with the public."

Since retirement, Fraser has served as a director for Waterloo Region Nature (formerly Kitchener-Waterloo Field Naturalists) and Ontario Nature. He has also been involved in many citizen science projects. Fraser has led walks for local environmental groups. Glew says he can always be counted on to volunteer and provide an excellent job.

Fraser was given an Honorary Lifetime Membership to The Friends of Killarney Park for his many years of dedicated work editing trail guides, chairing committees, promoting environmental education and serving as the organization's president.

GHTC growing membership

Dave Culham, president of the Guelph Hiking Trail Club, grew up hiking and is ensuring that local kids, including his own, are "cultured" in hiking.

Culham thought of hiking as a solitary experience until he came to Guelph.

"I went on my first hike with the Guelph Hiking Trail Club and fell in love with the club. I was surprised by how much I enjoyed hiking with other people

who shared this interest and brought insights and perspectives that I didn't have," he says. "I've hiked with a botanist who knows about plants and a geologist who knows about rocks. I found I was gaining a lot more from hiking with



others than I did hiking by myself."

The club received a 2014 Grand River Watershed Award.

Initially he noticed that the members tended to be older than he was, as a father of young children. When he joined the club's executive committee in 2009, he recognized the beginning of a turn around under then GHTC president Kathy Somers, who had started several programs to attract a wide variety of new members, especially families and children. These programs have really taken off.

The club now has 250 memberships

(about 150 are family memberships) and it offers about 250 outings a year. The number of participants on hikes is also on the rise, as is the number of new hike leaders.

The Guelph Hiking Club was founded 43 years ago and most of its 80 kilometres of trails were developed soon after it formed. The focus now is on moving sections of trail off the road and into natural areas by fostering relationships with landowners, as well as finding new side trails. In 2014, the club opened new trails on the former Ontario Reformatory lands in Guelph.

"Now I think Guelph has one of the healthiest hiking clubs in Canada. We reach out in many new ways," Culham says. He is quick to add that this is a team effort with many hike leaders, board member and volunteers who bring skills from all walks of life to ensure the club is growing and attracting families, university students and new members of all ages to the trails, events and the great outdoors.

Really successful kids hikes

"Too many kids are not getting out anymore and are not connecting with nature. We have really successful kids hikes with over 50 kids," Culham says.

Kids of all ages are divided into two groups on these hikes — the slower "tortoises" and the faster "hares." They start and end at the same place, but take a different route when they hike. There are also about six volunteer children's hike leaders and a fast sign-in process. Kid's hikes include activities, such as 12 things to find while on the hike.

The Guelph Hiking Trail Club itself has always been a leader in the province. Hike Ontario, the provincial hiking organization for 30 clubs and trail associations in the province, was founded 40 years ago with the help of some hiking Guelphites. The provincial organization came back to its roots last fall when GHTC organized the annual Hike Ontario Summit and welcomed hikers from across the province.

Check out the club's events listed on www.guelphhiking.com. These include a hike on Saturday, June 13 from Guelph's covered bridge on Gordon Street to the West Montrose bridge 24 kilometres away.



The Guelph Hiking Trail Club provides hikes for people of all ages and interests, making it one of the most successful hiking clubs in Ontario.





Big Brothers Big Sisters of Guelph has started a new program to get kids outside called Environ-Mentoring. It takes advantage of funding from the Foundation that helps cover the fees for the program, thanks to a donor.

Little brothers and sisters get outside at nature centres

nviron-Mentoring is a brand new program, unique to Big Brothers Big Sisters of Guelph, which provides environmental education for at-risk youth.

The program got underway last fall. It is a group initiative where the "Bigs" (volunteers) and "Littles" (mentees) go on outings to learn about nature, wildlife and their surroundings.

BBBSG partners with the Guelph Lake Nature Centre on this program. The goal is for the young participants to develop an understanding of environmental and conservation issues while they also have fun.

"We have had an overwhelmingly positive response from the Bigs and Littles, who've participated in the fall 2014 Environ-Mentoring season," wrote Darryl Blake, development writer with BBBSG. "In addition, we've secured further funding for another season, so we would like to begin arrangements to book programming."

Researchers have found repeatedly that getting outside and learning about nature is good for physical and mental health for people of all ages and backgrounds.

Like other community programs for children at GRCA nature centres, this one qualified to receive financial support from a donor through the Grand River Conservation Foundation to bring the cost down.

BBBSG took this one step further. It found additional support from environmentallymotivated organizations such as Agrium Inc.

FOUNDATION

In this way, the program was offered at no cost to the families, which have little disposable income.

So far, the group has participated in GPS navigation workshops, gone snowshoeing, toured dams in the area, and taken part in several other outdoor classes. It will continue with activities during the summer.

While the GRCA's nature centres provide programs on a cost-recovery basis, programs for organized, non-profit youth groups such as Scouts, Guides, church youth groups and naturalist clubs are available at a subsidized cost. This subsidy is thanks to a generous grant to the Foundation.

WHAT'S HAPPENING

Outdoor education enriches children's lives in many ways

R esearch shows there are many benefits to outdoor activities, especially for children.

Kids who learn and play outdoors have:

- longer attention spans
- more creativity
- higher levels of self-confidence
- higher standardized test scores
- greater academic success
- significant improvements in cognitive development
- less myopia, or short-sightedness
- a better understanding of and respect for nature

More than 40,000 students attend GRCA nature centres each year. Summer Adventure Camps — which are booking up quickly for the summer — are held at five locations and have many different themes to appeal to a variety of interests.

The GRCA's outreach programs include many community events, 100 park activities, water festivals in three communities for school children and many tree planting events that are open to everyone.

On weekends and weeknights, the GRCA hosts cubs, guides, brownies and scout programs; environmental birthday parties; and programs for organizations.

The GRCF raises funds to support the facilities and the students attending programs.







Young paddlers receive canoeing instructions at Laurel Creek Nature Centre before going out on the water.

Put safety first on water

People get into serious trouble and sometimes die in the Grand River, its tributaries and the reservoirs, but there are many ways to put safety first and reduce the risks.

June 6 to 13 is Water Safety Week, an annual campaign to educate Canadians about how to stay safe around water and prevent drowning incidents.

Wear a lifejacket

According to the Canadian Red Cross, wearing a life jacket could eliminate up to 90 per cent of all boating-related drownings, so the biggest preventive measure anyone can take is to wear a PFD when canoeing, kayaking, tubing, on a raft or SUP (stand up paddle board), or in a motor boat. Also ensure that family and friends do the same.

Experienced paddlers wears a PFD at all times as a matter of habit. It is the occasional paddlers who are easy to spot on a river, because they are often the ones who do not wear PFDs.

Alcohol is suspected in half of boatingrelated fatalities, so drinking and boating of any sort do not mix.

Lifejacket loaner program

For 10 years, all Grand River Parks have had a life jacket loaner program for swimmers at beaches and pools.

This program got underway after a tragedy at a park when two brothers drowned. Park staff have life jackets on hand to loan out for free with a small, refundable deposit or photo ID as security.

Temperatures and flows

Paddlers and anglers need to be aware of the fluctuating river flows and also temperatures.

Spring and fall are the most dangerous times, because river water is much colder even when the air temperature may be warm. This is when it is necessary to wear a wetsuit or drysuit when paddling and the water is moving quickly and take extra care if you are fishing.

View <u>www.grandriver.ca/riverdata</u> before you go out to check the river flows and temperatures.

Trees can also come down across a river, resulting in

Danger on the Eramosa

A dangerous trip on a beautiful warm day on the Eramosa River is a reminder to put safety first for all river recreation.

A large tree had come down during the winter across the entire river. A downed tree is one of the most dangerous obstacles that a paddler can encounter on fast-moving water. A tree that is partially or completely submerged can block the river, but the real danger is being swept into the submerged tree branches and becoming trapped.

When flows were 4 cubic metres per second (cms) on Good Friday, the tree was

not yet submerged and paddlers could get under the tree safely by ducking low as they passed under it.

However, a week later, a combination of melting snow and rain meant that three times as much water was flowing down the river which was now at 12 cms.
Unfortunately, the tree crossed at a blind turn where Blue Springs Creek joins the Eramosa. The day was sunny and warm, lulling paddlers into the sense that nothing could go wrong.

Several boats capsized at the spot, including canoes carrying young children. A kayak was swept away and not found. Fortunately, some very experienced paddlers were able to rescue those who capsized. Rescuers are not always around, and they, too, are at risk when helping others. No one in Cambridge can forget that a police officer died while attempting to rescue a boy at Parkhill Dam in 1998.

The incident is a reminder to paddlers to be aware that danger can lurk around the corner on a fast-moving river, and to ensure they and those they are with have the skills to handle such a situation. Paddling in a group is much safer. Training on the water with a qualified instructor is best and there are many courses available locally.

Interestingly, removing a downed tree in a river is the responsibility of the property owner, who may not even be aware that the tree has come down, or may not realize that the tree is a danger to paddlers. As a result, the tree may not be removed. On a roadway, a downed tree will be removed by the municipality, or emergency services. However this is not the case with a tree on a river. In this case, there was very little that the GRCA could do, aside from contacting the property owner about the problem tree. In this case, it was removed by paddlers.

Dam safety

Dams are much more dangerous than they may appear.

The GRCA owns 29 dams and there are over 100 other dams within the watershed. Water surges through gates or over the dam, creating strong undertows and backwash below the dam, where you can be pinned below the water. Areas above and below a dam are dangerous waterways for boating, fishing, swimming and winter activities.





Digger or chimney crayfish

Unlike other species, digger or chimney crayfish don't live in streams and waterways. GRCA staff found these crayfish on a farm in northern Wellington County near Arthur. Trees are being planted around this site to help protect wetland habitat. These crayfish are semi-terrestrial and live in burrows with as many as four entrances. The homes have a large terminal chamber which is usually below the groundwater table. The entrances are conspicuous due to tall "chimneys" (right) made from mud. These crayfish live in wetlands and also roadside ditches and creek banks.

Storm spotters help Environment Canada

CANWARN is the eyes and ears of Environment Canada.

It is made up of about 6,000 volunteer storm watchers from across Canada who are trained to report severe weather.

Geoff Coulson, a warning preparedness meteorologist with Environment Canada, spends late April and most of May holding storm spotter training sessions in communities across Ontario, including a session at the GRCA.

Many of the video clips Coulson uses to illustrate different types of storms were posted by people who put themselves at risk, which is never a good idea, Coulson said. He urged all storm spotters to ensure that their own safety and that of others around them is the first priority.

Storms can change direction, and they move quickly. They break glass easily and people are not safe in cars, or behind windows, because these are not protective barriers

"As you get closer to the storm, you get disoriented and may not know what part of the storm you are in," he said, which is another reason to keep a distance.

Social media has changed storm spotting over Coulson's 30-year career, because people put themselves at risk in order to post photos and videos to social media.

Coulson noted that this is the 30th anniversary of a tornado in Grand Valley that resulted in fatalities and severe damage.

"If one of these events were to happen today, there would be many more fatalities, and it would be more dangerous," he said. This is because the population has grown and there are more people living in the path that the tornado took.

CANWARN is an acronym that comes from Canadian Weather Amateur Radio Network. It started in 1987 with amateur radio operators and has since expanded. The volunteers help Environment Canada to inform the media and public through contributions that are included in Environment Canada Weather Watches and Warnings.

"Lots of technology helps, but one part of the storm we don't have a good handle on is what is happening under the storm," Coulson said, so volunteers can describe the hail, rain, damaging winds and location, which may help Environment Canada warn others in the path of the storm.

Coulson described and showed images of single-cell, multi-cell and superstorms. There is an Ontario Storm Prediction Centre in Toronto that operates 24/7. Fortunately, most tornadoes in southern Ontario are relatively weak and difficult to detect.

Most storm damage comes from the debris that the strong winds pick up and carry.

On average, Ontario has more than 100 severe weather events from late April to early October. Of those, 50 to 60 have damaging winds, 20 have heavy rain or flooding, 20 have significant hail and there are 12 about tornadoes.

Environment Canada also uses data that is recorded by volunteer weather watchers who are part of the Community Collaborative Rain, Hail and Snow Network (CoCoRaHS), featured in an earlier issue of Grand Actions. It is available to anyone on under the "view data" tab on www.cocorahs.org/canada.





THE GRAND CALENDAR

Fly Fishing Forum, June 6

A day of on-river seminars and many related events about fly fishing sponsored by Friends of the Grand River. This is a great way to learn more and meet other anglers at Belwood Lake Park. For more information, see www.grandriver.ca/events

Movies every Friday night

Starting June 12, family movies will be shown at Shades' Mills Park every Friday night throughout the summer, weather permitting. Check the events calendar for details. If a movie is cancelled due to weather, this will be listed on the GRCA calendar and Facebook page.

2Rivers Festival June 9 to 14

This year's festival features 11 free riverrelated events in Guelph. From canoeing, kayaking, hiking and cycling, to river restoration and celebration. Details are available on www.2riversfestival.org.

Annual River Fundraising Dinner June 22

This event is supporting the new Guelph Lake Nature Centre and takes place at three restaurants: The Woolwich Arrow Pub (The Wooly) in Guelph, Borealis Grille & Bar in south Kitchener and Borealis Grille & Bar in

Guelph. Tickets for dinner and beer pairing are \$60. Please call the restaurant of your choice or visit them online for more information at

 $\underline{www.neighbourhoodgroup.com}.$

Grand Food Truck Festival, Sunday June 21

Join us at our second annual Grand Food Truck Festival. Seven food trucks will be serving gourmet food in beautiful Brant Park. You'll want to take advantage of the 1.25-acre pool and splash pad, drop a line in the water, and try your hand at some naturebased crafts and more. The festival takes place from 11 a.m. until 6 p.m. and is free with paid park admission.

Conestogo Lake Fishing Derby, July 5

Try your luck at catching catfish, smallmouth bass and pike at this annual event. Prizes awarded for the longest fish in adult and children's categories, 8 a.m. to 3 p.m. Meet at the boat launch. This is one of many fishing derbies on the Grand River. It costs park admission plus \$1.

Note: This calendar provides a selection of upcoming events. All events at the GRCA's conservation areas and nature centres are posted on www.grandriver.ca/events.

Successful Brant burn

Perfect weather led to a very successful prescribed burn on six hectares of mature tallgrass prairie habitat at Brant Park in April.

Burns are held periodically to create or improve tallgrass prairie habitat at specific locations on GRCA land. Tallgrass prairies require occasional fires to remove nonnative invasive plants and woody plants and help germinate native prairie seeds.

The GRCA hires an experienced contractor to develop and carry out these burns. This will help bring back native species and habitat for native wildlife.

Burns require very specific conditions and must be carried out during early April when the weather is dry.

About Grand Actions:

This newsletter is produced bi-monthly by the Grand River Conservation Authority.

More information:

Current and back issues as well as complete subscription information is available online at www.grandriver.ca/GrandActions.

Submission deadlines:

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

To subscribe by e-mail:

GrandActions-subscribe@grandriver.ca

To subscribe by mail, change your subscription of for information:

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Region of Waterloo Library



Highlights for 2015

The Region of Waterloo Library (RWL) operates 10 library branches and a library headquarters in the Townships. Circulation remains strong (an average of 29 items per branch hour in 2014) and program attendance increased 15% over 2013. The new online registration system for library programs has proved to be very popular with patrons. Summer Reading Club is set to return in June, with the expectation of attracting more than 1,600 children to enjoy reading and participating in many activities over the summer months.

The 2015 RWL Operating budget with a net levy of \$2,492,121 has been approved by Regional Council, following recommendations from Library Committee (a Standing Committee of Council comprised of the four Township Mayors). The approved budget covers all library operating costs including staffing, collections, computer hardware and software, programming, and building maintenance.

Library Committee also approved a new Supervisor of Programs staff position, in support of recommendations from the 2013 Service Review. Resident requests for increased working family, youth, adult and senior programming showed a clear need for this additional staff support.

A one-time grant from the Ontario Library Capacity Fund of about \$16,000 will be used to expand technology and services in the branches, including new hardware such as 3D printers and maker-space tools.

A bequest directed specifically for the Ayr branch will enable the digitization of the Ayr local history collection, initiation of an Artist-in-Residence program, and installation of sound baffles, study rooms and an exterior digital sign. Other capital expenditures include continued refurbishment of branches, staff accommodation at library headquarters, and electronic information displays in all branches.

Following a recent review and strong support by Library Committee, it is anticipated that Regional Council will approve the elimination of fees for all RWL core programs, effective September 1, 2015. This will provide more equitable access to all library programs.

For more information on these or other RWL initiatives, please contact Lucille Bish, Director Cultural Services (LBish@regionofwaterloo.ca) or Kelly Bernstein, Acting Manager Public Services (KBernstein@regionofwaterloo.ca).

GRCA Current



June 2015 • Volume 20 Number 5

GRCA General Membership

Chair Jane Mitchell

Vice-Chair Vic Prendergast

Townships of Amaranth, East Garafraxa, Melancthon and Southgate and Town of Grand Valley

Guy Gardhouse

Townships of Mapleton and Wellington North Pat Salter

Township of Centre WellingtonKelly Linton

Town of Erin, Townships of Guelph/Eramosa and Puslinch

City of Guelph

Bob Bell, Mike Salisbury

Region of Waterloo

Les Armstrong, Sue Foxton, Helen Jowett, Geoff Lorentz, Jane Mitchell, Joe Nowak, Wayne Roth, Sandy Shantz, Warren Stauch, Wayne Wettlaufer

Municipality of North Perth and Township of Perth East

George Wicke

Halton Region Cindy Lunau

City of Hamilton Jeanette Jamieson

Oxford County Bruce Banbury

County of Brant

Brian Coleman, Shirley Simons

City of Brantford

Dave Neumann, Vic Prendergast

Haldimand and Norfolk Counties

Bernie Corbett, Fred Morison







Park Hill hydro proposal

A proposal for a new hydro plant at Park Hill Dam in Cambridge is being prepared by GRCA staff.

The proposal must be submitted to Ontario Power Authority (OPA) for a new round of projects under the Feed-in Tariff program in July.

The Park Hill Dam project is expected to cost about \$5 million to increase the GRCA's hydro production capacity. It is expected to produce about 500 kwh of power, a little less than the existing Shand Dam facility.

This is the third time that a request has been made under this program, which will guarantee up to 24.6 cents per kilowatt hour for the next 40 years.

The Grand River Conservation Foundation is raising funds to assist with construction costs for this new facility, if it is approved.

The GRCA already operates three hydro generating facilities — at Shand Dam, Conestogo Dam and Guelph Dam.

Niska buildings

The GRCA plans to demolish some vacant buildings on the GRCA's Niska property on the outskirts of Guelph.

The buildings are on the 47-hectare (116-acre) site that was leased to the Niska Wildlife Foundation until 2014. Six buildings are in poor condition and it is expected to cost \$180,000 to \$230,000 to demolish them. However there may be additional costs.

The demolition is part of the site rehabilitation. An additional shed is in good condition and the GRCA is considering moving it to a conservation area.

Despite signs that prohibit trespassing, the buildings have been broken into several times and they are a safety concern. Several kilometres of fencing have been taken down. The Kortright Waterfowl Park operated at this location until 1995

Emergency training at Rockwood

An emergency training exercise called Exercise Tempest took place at Rockwood Park in May.

This involved many GRCA staff members, including some who were acting as park visitors impacted by a tornado. As well, the OPP, the Guelph/Eramosa Fire Department and Wellington County Emergency Services were called to the park after the phantom tornado hit. Emergency personnel who arrived at the scene faced several challenges all at the same time.

This exercise was undertaken in order to verify the effectiveness of emergency procedures and improve communications.

Dam and dike projects

The GRCA anticipates spending \$1.3 million on dam and dike projects over the next year.

The major projects that will be undertaken are \$200,000 for heaters at Shand Dam to melt ice and a further \$200,000 to restructure the Drayton channel on the Conestogo River. In Brantford about \$150,000 will be needed for dike repair work. A further \$140,000 will be used for railings to improve public safety at several locations.

Several other projects include a dam safety study at Laurel Dam, Conestogo Dam pavement repairs and emergency generator upgrade and embankment repair at Wellesley Dam. An asset management plan for water control structures, and continued dike safety studies for Brantford, Bridgeport and Cambridge dikes are also planned.

Dry warm weather

Only a few years have been drier than 2015 so far.

Rainfall during the first three weeks of May was lowest at six per cent of normal rainfall at Woolwich Reservoir, compared to a high of 40 per cent at Luther Marsh. Fortunately the month of May ended with a significant amount rain over two days that helped to alleviate the dry conditions. At

Shade's Mills, for example, 75.4 mm of rain was recorded during the last two days of May. This is what is normally received during the entire month.

GRCA reservoirs are within the normal operating range and river flows were low during the month. A lot of water coming down the river in May originated in the reservoirs — about 50 per cent through Kitchener, 20 per through Brantford and 20 per cent below Guelph in the Speed River.

Temperatures across the watershed were also warmer than normal — about 2.8 degrees above the long-term average for May. This reverses the cold weather trend of the first months of the year.

Groundwater recharge started later in the year than normal and could be less because of the dry weather.

Road resurfacing

The GRCA will spend nearly \$200,000 on road surface treatments this year and the work will be carried out by Cornell Construction Ltd. of Brantford.

The GRCA maintains about 146 kilometres of paved roadways and 11.6 hectares of parking lots. Park and cottage lot roads are heavily used during the summer season.

Cornell Construction was the only bidder on this project and has carried out the surface treatment for the GRCA in previous years.

Conservation grants awarded

Four community groups and 10 schools are receiving Community Conservation Grants from the Grand River Conservation Foundation and the GRCA.

Grants were awarded to qualified groups (i.e. a registered charity), and to elementary schools that are undertaking conservation projects in Grand River watershed communities. Grants support environmental projects that are tangible and available for the use or benefit of the entire community. The grants for \$500 are going to these community groups:

- Arthur Trails Group, for two information kiosks that will be located at each end of the Arthur River Trail in Wellington North
- Pollination Guelph, for a pollinator



GRCA staff, firefighters, police and emergency personnel worked together at a mock emergency at Rockwood Park in May. The goal of this training exercise was to put the emergency response plan for the park to the test and see what improvements could be made for a more effective response during a real emergency. This is one of several scenarios that were underway at the park in the aftermath of a tornado as part of the exercise.

habitat on the grounds of Hospice Wellington in Guelph

- rare Charitable Research Reserve, to establish honey bee hives to improve pollination and education at rare in Cambridge
- Trout Unlimited Middle Grand Chapter, to restore a reach of Hiller Creek in Plattsville

The 10 schools receiving grants of \$300 each for schoolyard greening projects are Branlyn Eco-Club, Brantford; Edna Staebler Public School, Waterloo; Emily C. General Elementary School; Ohsweken, Eramosa Public School, Rockwood; Gateway Drive Public School, Guelph; Holy Family School, Paris; Jean Little School, Guelph; Oneida Central School ECO Club, Caledonia; River Heights School, Caledonia; and St. John Catholic School Parent Council, Arthur.

June events underway

About 35 public events are slated for June that either take place in the parks and nature centres or involve the GRCA.

These include a workshop on windbreaks for landowners June 16, many educational events for families, a few community runs and Friday Night movies each week at Shade's Mills in Cambridge.

Tubing is operating at the Elora Gorge on

weekends. The 1.5 acre pool at Brant Park opens June 12 and the two-acre pool at Byng Island opens June 21. The splash pad at Elora Gorge also opens in the middle of June but the date is not yet firm.

For a full schedule of events, visit www.grandriver.ca/events.

This issue of GRCA Current was published in June 2015.

It is a summary of the May 2015 business conducted by the Grand River Conservation Authority board and committees as well as other noteworthy happenings and topics of interest.

The Grand River Conservation Authority welcomes distribution, photocopying and forwarding of GRCA Current.

Next board meeting:

June 26 at 9:30 a.m., GRCA Administration Centre.

Receive GRCA Current:

GRCAcurrent-subscribe@grandriver.ca

Meeting reports:

www.grandriver.ca/MeetingReports

Coming events:

www.grandriver.ca/Calendar

Grand Actions newsletter:

www.grandriver.ca/GrandActions









THE CORPORATION OF THE TOWNSHIP OF WILMOT BY-LAW NO. 2015-38

BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT REGARDING CROSS-BORDER SERVICING WITH THE CITY OF KITCHENER AS MORE PARTICULARLY SET FORTH IN SCHEDULE "A" ATTACHED

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

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

1.	That the Agreement attached as Schedule "A" to this By-law be and the same is
	hereby accepted as approved.

2.	That the Mayor and Clerk are hereby authorized to execute under seal the said
	Agreement and all other documents and papers relating to this transaction.

READ a first and second time this 22nd day of June, 2015.

READ a third time and finally passed in Open Council this 22nd day of June, 2015.

Mayor		
Clerk		

TOWNSHIP OF WILMOT

BY-LAW NO. 2015-39

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

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

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

- That, on the lands described on Schedule "A" and illustrated on Schedule "B" attached to and forming part of this by-law, one accessory building (a detached garage/personal storage building) shall be permitted prior to the construction of a Residential Building One Unit.
- 2. Notwithstanding Section 1 of this By-law, should a Residential Building One Unit not be constructed on the lands described on Schedule "A" and illustrated on Schedule "B" attached to and forming part of this By-law prior to this By-law's expiry, the accessory building permitted by Section 1 of this By-law shall cease to be occupied until such time as the Residential Building One Unit is constructed.
- 3. Except as amended by the preceding regulations, the lands described on Schedule "A" attached to and forming part of this by-law and shown on Schedule "B" attached to and forming part of this by-law, shall be subject to all other applicable regulations as set down in By-law No. 83-38, as amended.
- 4. This by-law shall come into effect on the final passing thereof by the Council of The Corporation of the Township of Wilmot subject to compliance with the provisions of The Planning Act, R.S.O., 1990 and amendments thereto and shall remain in force and effect only for a period of eighteen (18) months from the date of issuance of a building permit for the accessory building permitted by Section 1 of this By-law.

READ a first and second time on the 22 nd day of June, 2015.
READ a third time and finally passed in Open Council on the 22 nd day of June, 2015.
MAYOR
CLERK

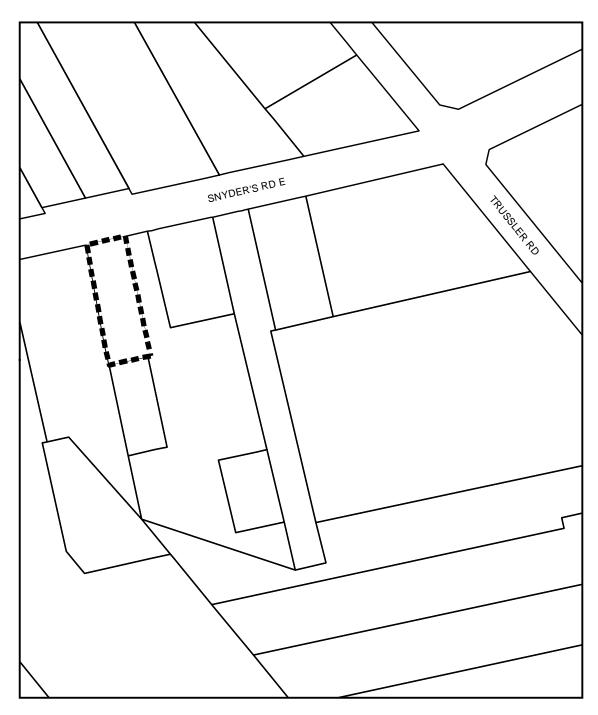
SCHEDULE "A"

ALL AND SINGULAR that certain parcel of tract of land and premises situate, lying
and being in the Township of Wilmot, in the Regional Municipality of Waterloo and Province of Ontario
being composed of Part of Lot 1, Concession South of Snyder's Road, in the said Township of Wilmon
This is Schedule "A" to By-law No. 2015-39.
PASSED this 22 nd day of June, 2015.
MAYOR

CLERK

SCHEDULE "B" PART OF LOT 1 CONCESSION SOUTH OF SNYDER'S ROAD TOWNSHIP OF WILMOT

SUBJECT LANDS OUTLINED THUS:



THIS IS SCHEDULE "B" TO BY-LAW NO. 2015-39 PASSED THIS 22ND DAY OF JUNE, 2015.

MAYOR

0 25 50 75

Meters

CLERK