



**TOWNSHIP OF WILMOT  
COUNCIL AGENDA  
MONDAY, MAY 26, 2014**

**REGULAR COUNCIL MEETING  
COUNCIL CHAMBERS  
7:00 P.M.**

- 1. MOTION TO CONVENE INTO CLOSED SESSION (IF NECESSARY)**
- 2. MOTION TO RECONVENE IN OPEN SESSION**
- 3. MOMENT OF SILENCE**
- 4. ADDITIONS TO THE AGENDA**
- 5. DISCLOSURE OF PECUNIARY INTEREST UNDER THE MUNICIPAL CONFLICT OF INTEREST ACT**
- 6. MINUTES OF PREVIOUS MEETINGS**
  - 6.1 Council Meeting Minutes May 12, 2014**

**Recommendation**

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

**Regular Council Meeting May 12, 2014.**

- 7. PUBLIC MEETINGS**
- 8. PRESENTATIONS/DELEGATIONS**
- 9. REPORTS**
  - 9.1 CAO – no reports**
  - 9.2 CLERKS**
    - 9.2.1 REPORT NO. CL 2014-17  
Petition from Wiebe Nauta  
for Municipal Drainage Works  
Lot 15, Concession North of Blead's Road  
1748 Wilmot Centre Road, Baden  
Township of Wilmot**

**Recommendation**

THAT the Township of Wilmot accept the Petition for Municipal Drainage Works received from Wiebe Nauta for 1748 Wilmot Centre Road, Baden, Lot 15, Concession North of Bleam's Road, and authorize the Clerk to proceed accordingly under The Drainage Act.

- 9.2.2 REPORT NO. CL 2014-18  
Noise By-law Exemption Request  
Baden Firefighters Association  
8<sup>th</sup> Annual Hosemonkey Co-Ed Slo-Pitch Tournament  
And Summer Dance

**Recommendation**

THAT an exemption to the Noise By-law as requested by the Baden Firefighters Association for the purpose of the 8th Annual Hosemonkey Co-Ed Slo-Pitch Tournament and Summer Dance occurring on Friday, June 27, 2014 at 6:00 p.m. to 11:00 p.m. and Saturday, June 28 at 8:00 am to 1:00 am be granted;

AND FURTHER THAT a Park By-law exemption for an extension of park hours on June 28, 2014 until 1:00 am at Sir Adam Beck Park in Baden be granted.

- 9.3 FINANCE – no reports

- 9.4 PUBLIC WORKS

- 9.4.1 REPORT NO. PW-2014-11  
2014 Sidewalk Program

**Recommendation**

THAT the tender received from Vista Contracting Ltd., to complete the 2014 Sidewalk Program, in the amount of \$51,854.61, net of HST rebate, be accepted.

- 9.5 DEVELOPMENT SERVICES – no reports

- 9.6 FACILITIES AND RECREATION SERVICES

- 9.6.1 REPORT NO. PRD 2014-06  
RFP 2014-16, Wilmot Splash Pad Project – Award of Contract

**Recommendation**

THAT the RFP for the Wilmot Splash Pad Project be awarded to Openspace Solutions Inc., subject to final design and cost calculations being presented to Council for approval in June.

- 9.7 FIRE – no reports

**9.8 CASTLE KILBRIDE – no reports**

**10. CORRESPONDENCE**

- 10.1 Heritage Wilmot Advisory Committee – Meeting Minutes for March 20 and April 17, 2014**
- 10.2 Castle Kilbride Advisory Committee – Meeting Minutes for March 4 and April 1, 2014**
- 10.3 Grand River Conservation Authority – GRCA Current, May 2014**

**Recommendation**

**THAT Correspondence Items 10.1 to 10.3 be received for information.**

**11. BY-LAWS**

- 11.1 By-law No. 2014-26 - Being A By-Law To Authorize The Mayor And Clerk To Enter Into A Municipal Funding Agreement Between The Corporation Of The Township Of Wilmot And The Association Of Municipalities Of Ontario For The Transfer Of Federal Gas Tax Revenues**

**Recommendation**

**THAT By-law No. 2014-26 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. 2014-27**

**Recommendation**

**THAT By-law No. 2014-27 to Confirm the Proceedings of Council at its Meeting held on May 26, 2014 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 MINUTES  
MONDAY, MAY 12, 2014**

**REGULAR COUNCIL MEETING  
COUNCIL CHAMBERS  
7:00 P.M.**

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

**Staff Present: Chief Administrative Officer G. Whittington, Director of Clerk's Services  
B. McLeod, Deputy Clerk D. Mittelholtz, Director of Public Works G. Charbonneau,  
Director of Facilities and Recreation Services S. Nancekivell, Director of  
Development Services H. O'Krafka, Fire Chief M. Raine, Director of Finance R. Tse,  
Planner/EDO A. Martin**

- 1. MOTION TO CONVENE INTO CLOSED SESSION (IF NECESSARY)**
- 2. MOTION TO RECONVENE IN OPEN SESSION**
- 3. MOMENT OF SILENCE**
- 4. ADDITIONS TO THE AGENDA**
- 5. DISCLOSURE OF PECUNIARY INTEREST UNDER THE MUNICIPAL CONFLICT OF INTEREST  
ACT**

A Conflict of Interest was declared by Councillor B. Fisher in regards to Agenda Item 9.5.1 concerning the Sign By-law Variance for 162 Snyder's Road East, Baden because he is an adjacent property owner.

**6. MINUTES OF PREVIOUS MEETINGS**

**6.1 Council Meeting Minutes April 28, 2014**

**Resolution No. 2014-97**

**Moved by: P. Roe**

**Seconded by: M. Murray**

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

**Regular Council Meeting April 28, 2014.**

**CARRIED.**

**7. PUBLIC MEETINGS**

- 7.1 REPORT NO. DS 2014-12  
Zone Change Application 03/14  
Hillcrest Service Ltd.  
Part of Lot 26, Concession South of Bleams Road  
1065 Huron Street**

**Resolution No. 2014-98****Moved by: M. Murray****Seconded by: A. Junker**

**THAT Zone Change Application 03/14 made by Hillcrest Service Ltd., affecting Part of Lot 26, Concession South of Bleams Road be approved to change the zoning of the subject property from Zone 1 (Agricultural) to Zone 8 (Commercial) and to reduce the required front yard setback from 7.6m to 6.6m.**

**CARRIED.**

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

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

The Planner/EDO highlighted the report.

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

Mayor Armstrong asked if the applicant wished to address Council. The applicant did not address Council.

Mayor L. Armstrong asked if there were any questions from Council. There were none.

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

- 7.2 REPORT NO. DS 2014-13  
Zone Change Application 04/14  
Kevin Smith  
Lot 5, Plan 58M-276  
55 Reinhart Place, Petersburg**

**Resolution No. 2014-99****Moved by: P. Roe****Seconded by: M. Murray**

**THAT Zone Change Application 04/14 made by Kevin Smith, affecting Lot 5, Plan 58M-276 be approved to:**

- 1. increase the maximum combined floor area of all accessory structures from 69m<sup>2</sup> to 181m<sup>2</sup>;**

2. **to increase the maximum height of one accessory building (the pool house) from 4.5m to 6.0 m; and,**
3. **to permit habitable space within one accessory building (the pool house) including a kitchen, but not including a dwelling unit.**

**CARRIED.**

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

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

The Planner/EDO highlighted the report.

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

Mayor Armstrong asked if the applicant wished to address Council. The applicant did not address Council.

Mayor L. Armstrong asked if there were any questions from Council. There were none.

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

## **8. PRESENTATIONS/DELEGATIONS**

### **8.1 Mark Jackson, Chair, Board of Directors Jerry Van Ooteghem, President and CEO Kitchener-Wilmot Hydro Inc. 2013 Annual Report**

Mr. Jackson introduced himself and Mr. Van Ooteghem and briefly provided a Council with an overview of the presentation.

Mr. Van Ooteghem gave Council the highlights from the 2013 Annual Report which included statistics regarding customers, consumption, financial performance, financial indicators and customer service performance indices. He thanked the staff and Board of Directors for Kitchener-Wilmot Hydro Inc. for the work completed in 2013 including the challenges faced during the ice storms. He then presented Mayor L. Armstrong with the 2013 dividend cheque for \$258,000 and the 2014 reforestation grant for \$40,000.

Following the concerns noted by Councillor A. Junker regarding communications with members of Council and members of the public, Mr. Van Ooteghem assured Council that Council Members can be included in the update messaging during an outage and that Kitchener Wilmot Hydro is investing in upgrades to the communication tools that would include an outage management system with mapping of outages and regular online updates. He also advised Council that a new position has been created specifically for communications.

Mayor L. Armstrong added that the Board has engaged in great discussion on the matter. He also commended Kitchener Wilmot Hydro staff on their performance during the recent weather challenges.

Mr. Jackson further noted that Kitchener Wilmot Hydro will be seeking input from the two major stakeholders with regards to communications.

Councillor P. Roe inquired about small scale feed-in from solar power generators and the effects on the costs for distribution. Mr. Van Ooteghem replied that there are no immediate concerns regarding what they accommodate with respect to energy flowing into the system but that there is limited capacity. It has caused them to change the way they look at distribution and to evaluate the effect on safety for their workers.

Mr. Van Ooteghem noted that there was a great deal of pole rebuilds in the south-east and north-east sections of Wilmot Township and that they are proactively removing many ash trees to mitigate the effects of a dying tree falling on to power lines.

## **8.2 John Jung, CEO Canada's Technology Triangle Update to Council**

Mr. Jung presented to Council a summary of the five year strategic plan for Canada's Technology Triangle (CTT) including the seven key priorities for the organization. He described the past actions taken to attract businesses to the area and what the focus will be for 2014 which centers around a strategic Regional approach.

In response to Councillor B. Fisher, Mr. Jung responded that the majority of the efforts for the organization has been in attracting Information Technology companies and Advanced Manufacturing. He added that other areas of focus include food, food processing and automotive companies although they will engage other industries such as financial, biotechnology and education.

Responding to Councillor J. Gerber, Mr. Jung advised that the employment lands in Wilmot would be attractive to industries requiring highway access. He noted that CTT has promoted the lands to many potential developers but that there are several factors involved in which industries may be interested in different areas.

Mr. Jung responded to Councillor A. Junker regarding the South West Economic Alliance (SWEA) by stating that they have been focusing more on the southernmost portions of the province but are looking at other areas. Councillor A. Junker also inquired about adding a Township Mayor to the list of delegations when travelling abroad. Mr. Jung responded that he would extend the invitation as Mayors are often needed to open doors in some jurisdictions.

Councillor P. Roe inquired as to the relationship between CTT and Communitec. Mr. Jung advised that CTT was originally branded around innovation but the mandate is for the attraction of direct foreign investment. By comparison, Cimmunitec is an organization that acts as a chamber of commerce for the technology industry.

Responding to Councillor P. Roe, Mr. Jung expressed that the recent focus on the "east side lands" is because many industries are currently looking at areas with prestige lands that are close to Toronto and the 401 Highway and have access to an airport. He further advised Council that CTT has recently hired a lead generator relative to the airport and lands near the airport.

## **9. REPORTS**

### **9.1 CAO – no reports**

**9.2 CLERKS**

**9.2.1 REPORT NO. CL 2014-16  
Levy of Drain Maintenance Costs**

**Resolution No. 2014-100**

**Moved by: J. Gerber**

**Seconded by: B. Fisher**

**THAT report CL 2014-16 be received for information purposes.**

**CARRIED.**

**9.3 FINANCE**

**9.3.1 REPORT NO. FIN 2014-18  
Federal Gas Tax Municipal Funding Agreement**

**Resolution No. 2014-101**

**Moved by: A. Junker**

**Seconded by: M. Murray**

**THAT Finance Report FIN 2014-18, prepared by the Director of Finance, regarding the Federal Gas Tax Municipal Funding Agreement be received for information purposes;**

**AND FURTHER, THAT the agreement be executed and returned to the Association of Municipalities of Ontario (AMO).**

**CARRIED.**

The Director of Finance highlighted the report.

In response to Councillor A. Junker, the Director of Finance advised that staff will be reviewing all guidelines relative to the Gas Tax Funding and will have recommendations during the Budget Process.

**9.3.2 REPORT NO. FIN 2014-19  
Ice Storm Assistance Program**

**Resolution No. 2014-102**

**Moved by: J. Gerber**

**Seconded by: P. Roe**

**THAT report FIN 2014-19, prepared by the Director of Finance, regarding the Ice Storm Assistance Program, be endorsed.**

**CARRIED.**

The Director of Finance highlighted the report.



**9.4 PUBLIC WORKS****9.4.1 REPORT NO. PW-2014-09  
Surface Treatment – Award of Tender****Resolution No. 2014-103****Moved by: A. Junker****Seconded by: M. Murray**

**THAT the tender submitted by Cornell Construction Limited for the application of surface treatment to Township roads in the amount of \$249,814.31, net of the HST rebate, be accepted.**

**CARRIED.****9.4.2 REPORT NO. PW-2014-10  
Hot Mix Paving – Award of Tender****Resolution No. 2014-104****Moved by: A. Junker****Seconded by: M. Murray**

**THAT the tender submitted by Coco Paving, for the paving of Township roads with hot mix asphalt, in the amount of \$163,955.72, net of the HST rebate, be accepted.**

**CARRIED.****9.5 DEVELOPMENT SERVICES****9.5.1 REPORT NO. DS 2014-14  
Sign By-law Variance  
Seasons Grande / PW Concrete  
162 Snyder's Rd E, Baden****Resolution No. 2014-105****Moved by: J. Gerber****Seconded by: A. Junker**

**THAT variances to the Township Sign By-law 2002-35 be approved for the subject property as follows:**

- 1. Reduce the minimum setback from the front property line for the proposed ground sign to approximately 0.6m,**
- 2. Increase the maximum height of the proposed ground sign to approximately 3.8m,**
- 3. Increase the maximum area of a ground sign located in front of the building line to approximately 4.7m<sup>2</sup>; and,**
- 4. To allow temporary signs to be attached to a fence located along the south property line (Snyder's Road East) and on a fence connecting the aforementioned fence and the existing building up to a maximum of 25% of the area of one side of said fences.**

**CARRIED.**

Councillor B. Fisher declared a conflict of interest with respect to the sign variance because he is an adjacent property owner and did not take part in the discussion or subsequent voting thereof.

**9.5.2 REPORT NO. DS 2014-15  
April Building Statistics**

**Resolution No. 2014-106**

Moved by: P. Roe

Seconded by: B. Fisher

THAT the April 2014 Building Statistics be received for information.

**CARRIED.**

**9.6 FACILITIES AND RECREATION SERVICES – no reports**

**9.7 FIRE – no reports**

**9.8 CASTLE KILBRIDE – no reports**

**10. CORRESPONDENCE**

**10.1 Canada Post – Closure on Saturdays and Realignment of the Hours of Operation During the Week Only at the Petersburg Post Office**

**Resolution No. 2014-107**

Moved by: M. Murray

Seconded by: B. Fisher

THAT Correspondence Item 10.1 be received for information.

**CARRIED.**

**11. BY-LAWS**

**11.1 By-Law No. 2014-20 – To Provide for the Levy of Drain Maintenance Costs for the Wagner Drain Branch D and Don Myers Drain**

**11.2 By-Law No. 2014-21 – Authorize the Execution of the Agreement for the Federal Gas Tax**

**11.3 By-law No. 2014-22 – Zone Change Application 03/14, Hillcrest Service Ltd., Part of Lot 26, Concession South of Bleams Road, 1065 Huron Street**

**11.4 By-law No. 2014-23 – Zone Change Application 04/14, Kevin Smith, Lot 5, Plan 58M-276, 55 Reinhart Place, Petersburg**

**11.5 By-law No. 2014-24 – By-law to Appoint Municipal Law Enforcement Officer David Zeinstra**

**Resolution No. 2014-108**

Moved by: M. Murray

Seconded by: J. Gerber

THAT By-law Nos. 2014-20, 2014-21, 2014-22, 2014-23 and 2014-24 be read a first, second and third time and finally passed in Open Council.

**CARRIED.**

**12. NOTICE OF MOTIONS****12.1 Notice of Motion Concerning Speed Limits at Schools and Libraries in Wilmot Township****Resolution No. 2014-109****Moved by: A. Junker****Seconded by: B. Fisher**

**WHEREAS** the Regional Municipality of Waterloo is responsible for establishing speed limits on roads within its jurisdiction;

**AND WHEREAS** the following elementary, secondary schools and Regional Library branches are located on arterial regional roads;

- **New Dundee Public School, Bridge Street, New Dundee**
- **Sir Adam Beck Public School, Snyder's Road, Baden**
- **Waterloo Oxford District Secondary School, Snyder's Road, Baden**
- **Holy Family Catholic School, Huron Street, New Hamburg**
- **Grandview Public School, Huron Street, New Hamburg**
- **Forest Glen Public School, Waterloo Street, New Hamburg**
- **St. Agatha Catholic School, Notre Dame Drive, St. Agatha**
- **New Dundee Regional Library, Queen Street, New Dundee**
- **Baden Regional Library, Snyder's Rd., Baden**

**AND WHEREAS** it has been observed that school zones and the roads within the vicinities of libraries across the Township of Wilmot are venues of escalating congestion and activity for students and the public, thereby creating safety concerns;

**AND WHEREAS** as a community, we all share responsibility to reduce the risk and enhance the safety of our children, youth, crossing guards and the general public;

**THEREFORE BE IT RESOLVED** that in light of the safety concerns, the Township of Wilmot requests that the Region of Waterloo consider the feasibility of lowering the existing speed limit within the school zones and in the areas of the Regional Library Branches at the above locations from their existing speed limit to 40 km/hr.

**CARRIED, AS AMENDED.**

Councillor A. Junker notified Council that his purpose in bringing forward the Motion was to resolve a safety issue that had previously been brought to the attention of the Region of Waterloo but had not been resolved. He noted that there have been similar requests in the Region which resulted in a decrease of the speed limit to forty kilometers per hour.

Councillor J. Gerber expressed his opinion that this was a great goal but believes it may not be achievable at all schools. Specifically he mentioned the schools fronting on Snyder's Road East. He concluded saying that any decrease would be welcome.

Mayor L. Armstrong commented that he would expect some resistance from Regional staff on this matter and that the lower speed limit at Conestoga Public School was granted due to the topography.

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

- 13.1 Councillor J. Gerber announced that he may be late for the Council Meeting occurring on May 26, 2014 due to other commitments.
- 13.2 Councillor A. Junker announced the annual Victoria Day celebrations occurring on May 19, 2014 in New Dundee. He noted that the Firefighters' Breakfast will not be offered this year.
- 13.3 Councillor P. Roe announced that the St. Agatha Strawberry Festival will be on June 21, 2014 and that the Petersburg Father's Day Breakfast and Classic Car Show will be on June 15, 2014.
- 13.4 On behalf of the students at Waterloo-Oxford D.S.S., Councillor J. Gerber announced that the Relay for Life raised \$98,500 and he thanked Council for their assistance with the Noise By-law Exemption. He noted a comment received by a police officer attending the event who requested to see a copy of the Noise By-law Exemption. Staff will discuss the notification process with the police to ensure officers are aware of the exemptions.
- 13.5 Councillor M. Murray commended the Fire Chief on the attainment of the Water Tanker Shuttle Accreditation. The Fire Chief notified Council that the Fire Department has achieved the commercial rating for the Water Tanker Shuttle and that the certificate will be received shortly.

**14. BUSINESS ARISING FROM CLOSED SESSION****15. CONFIRMATORY BY-LAW****15.1 By-law No. 2014-25****Resolution No. 2014-110****Moved by: P. Roe****Seconded by: M. Murray**

**THAT By-law No. 2014-25 to Confirm the Proceedings of Council at its Meeting held on May 12, 2014 be introduced, read a first, second, and third time and finally passed in Open Council.**

**CARRIED.****16. ADJOURNMENT (8:37 P.M.)****Resolution No. 2014-111****Moved by: P. Roe****Seconded by: B. Fisher**

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

**CARRIED.**

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**Mayor**

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**Clerk**



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

**REPORT NO.** CL2014-17

**TO:** Council

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

**DATE:** May 26, 2014

**SUBJECT:** Petition from Wiebe Nauta  
for Municipal Drainage Works  
Lot 15, Concession North of Bleam's Road  
1748 Wilmot Centre Road, Baden  
Township of Wilmot

### **Recommendation:**

**THAT the Township of Wilmot accept the Petition for Municipal Drainage Works received from Wiebe Nauta for 1748 Wilmot Centre Road, Baden, Lot 15, Concession North of Bleam's Road, and authorize the Clerk to proceed accordingly under The Drainage Act.**

### **Background:**

Wiebe Nauta has submitted and filed a petition with the Clerk on May 15, 2014 to initiate municipal drainage works for the following lands: Lot 15, Concession North of Bleam's Road, 1748 Wilmot Centre Road, Baden, Township of Wilmot. A map of the area requiring drainage accompanies the petition attached as Appendix A to this report. The proposed work involves the enclosure and deepening or widening of an existing watercourse that is not a municipal drain. The Drainage Superintendent has met with the petitioners and has confirmed that this is a valid petition.

Pursuant to the Drainage Act, once the petition is filed, it proceeds to Council for acceptance. Following acceptance of the petition, staff will forward written notice within 30 days to: each petitioner, the Grand River Conservation Authority, and the Ministry of Natural Resources.

### **Strategic Plan Conformity:**

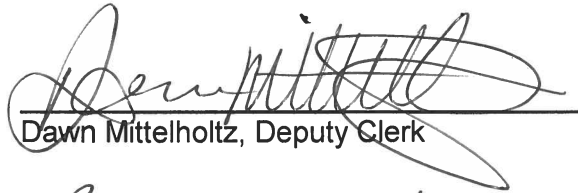
The acknowledgement of the petition supports the infrastructure within the municipality.

**Financial Considerations:**

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

**Conclusion:**

It is recommended that Council accept the petition and authorize the Clerk to proceed with the process in accordance with the Drainage Act.



Dawn Mittelholtz, Deputy Clerk



Barbara McLeod, Director of Clerk's Services



Reviewed by CAO

This form is to be used to petition municipal council for a new drainage works under the *Drainage Act*. It is not to be used to request the improvement or modification of an existing drainage works under the *Drainage Act*.

To: The Council of the Corporation of the Township of WILMOT

The area of land described below requires drainage (provide a description of the properties or the portions of properties that require drainage improvements)  
**existing ditch from Baden Creek to Wilmot Centre Road in the north part of Lot 15, Concession North of Bleams Road (1748 Wilmot Centre Road)**

In accordance with section 9(2) of the *Drainage Act*, the description of the area requiring drainage will be confirmed or modified by an engineer at the on-site meeting.

As owners of land within the above described area requiring drainage, we hereby petition council under subsection 4(1) of the *Drainage Act* for a drainage works. In accordance with sections 10(4), 43 and 59(1) of the *Drainage Act*, if names are withdrawn from the petition to the point that it is no longer a valid petition, we acknowledge responsibility for costs.

**Purpose of the Petition** (To be completed by one of the petitioners. Please type/print)

Contact Person (Last Name) <b>Nauta</b>	(First Name) <b>Wiebe</b>	Telephone Number <b>519 532-1488</b> ext.
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Address	
Road/Street Number <b>1748</b>	Road/Street Name <b>Wilmot Centre Road</b>

Location of Project			
Lot <b>15</b>	Concession <b>NBR</b>	Municipality <b>Wilmot</b>	Former Municipality (if applicable)

What work do you require? (Check all appropriate boxes)

- Construction of new open channel
- Construction of new tile drain
- Deepening or widening of existing watercourse (not currently a municipal drain)
- Enclosure of existing watercourse (not currently a municipal drain)
- Other (provide description ▼)

Name of watercourse (if known)

Estimated length of project  
**500m**

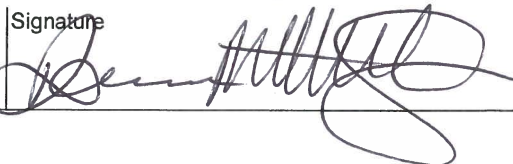
General description of soils in the area  
**clay loam**

What is the purpose of the proposed work? (Check appropriate box)

- Tile drainage only
- Surface water drainage only
- Both

Petition filed this 15 day of May, 20 14

Name of Clerk (Last, first name)  
**Mittelholz, Dawn**

Signature  


- Your municipal property tax bill will provide the property description and parcel roll number.
- In rural areas, the property description should be in the form of (part) lot and concession and civic address.
- In urban areas, the property description should be in the form of street address and lot and plan number if available.
- If you have more than two properties, please take copy(ies) of this page and continue to list them all.

Number	Property Description
1	Lot 15, Concession North of Bleams Road

Ward or Geographic Township	Parcel Roll Number
Wilmot	3010-040-007-170-00

I hereby petition for drainage for the land described and acknowledge my financial obligations.

Ownership

Sole Ownership

Owner Name (Last, First Name) (Type/Print)	Signature	Date (yyyy/mm/dd)
Nauta, Wiebe		2014/05/09

Partnership (Each partner in the ownership of the property must sign the petition form)

Owner Name (Last, First Name) (Type/Print)	Signature	Date (yyyy/mm/dd)

Corporation (The individual with authority to bind the corporation must sign the petition)

Name of Signing Officer (Last, First Name) (Type/Print)	Signature
Name of Corporation	I have the authority to bind the Corporation. Date (yyyy/mm/dd)
Position Title	

Number	Property Description

Ward or Geographic Township	Parcel Roll Number

I hereby petition for drainage for the land described and acknowledge my financial obligations.

Ownership

Sole Ownership

Owner Name (Last, First Name) (Type/Print)	Signature	Date (yyyy/mm/dd)

Partnership (Each partner in the ownership of the property must sign the petition form)

Owner Name (Last, First Name) (Type/Print)	Signature	Date (yyyy/mm/dd)

Corporation (The individual with authority to bind the corporation must sign the petition)

Name of Signing Officer (Last, First Name) (Type/Print)	Signature
Name of Corporation	I have the authority to bind the Corporation. Date (yyyy/mm/dd)
Position Title	

Check here if additional sheets are attached Clerk initial

**Petitioners become financially responsible as soon as they sign a petition.**

- Once the petition is accepted by council, an engineer is appointed to respond to the petition. *Drainage Act*, R.S.O. 1990, c. D. 17 subs. 8(1).
- After the meeting to consider the preliminary report, if the petition does not comply with section 4, the project is terminated and the original petitioners are responsible in equal shares for the costs. *Drainage Act*, R.S.O. 1990, c. D. 17 subs. 10(4).
- After the meeting to consider the final report, if the petition does not comply with section 4, the project is terminated and the original petitioners are responsible for the costs in shares proportional to their assessment in the engineer's report. *Drainage Act*, R.S.O. 1990, c. D. 17 s. 43.
- If the project proceeds to completion, a share of the cost of the project will be assessed to the involved properties in relation to the assessment schedule in the engineer's report, as amended on appeal. *Drainage Act*, R.S.O. 1990, c. D. 17 s. 61.

**Notice of Collection of Personal Information**

Any personal information collected on this form is collected under the authority of the *Drainage Act*, R.S.O. 1990, c. D.17 and will be used for the purposes of administering the Act. Questions concerning the collection of personal information should be directed to: where the form is addressed to a municipality (*municipality to complete*)

Barbara McLeod, Clerk, Wilmot Township

and where the form is addressed to a territory without municipal organization, the Drainage Coordinator, Ministry of Agriculture, Food and Rural Affairs, 1 Stone Rd W, Guelph ON N1G 4Y2, 519 826-3552.



Hwy 748



LOT 15

LOT 1

ditch to be improved

NORTH BRANCH  
GINGERICH SOUTH BRANCH  
ALVIN GINGERICH DR.

REGIONAL ROAD 51

CON. N.B.R.

Gingerich Dr MAIN

BR. A  
BR. B  
BR. C

WILMOT CENTRE ROAD

Sam

225

DRAIN

Wiebe Nauta  
(4-7-170)  
S. & M. GINGERICH  
54.8 ha.

BR. D  
854 L/F

Baden Creek

(4-7-093)  
D. HONDERICH  
76.2 ha.

LOT LINE

(4-7-089-01)  
E. SCHMIDT  
8.9 ha.

(4-7-089)  
(4-7-089)  
(4-7-089)

LOT 16

Bleams Road

LOT 15



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

**REPORT NO.** CL2014-18

**TO:** Council

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

**DATE:** May 26, 2014

**SUBJECT:** Noise By-law Exemption Request  
Baden Firefighters Association  
8th Annual Hosemonkey Co-Ed Slo-Pitch Tournament  
And Summer Dance

### **Recommendation:**

**THAT an exemption to the Noise By-law as requested by the Baden Firefighters Association for the purpose of the 8th Annual Hosemonkey Co-Ed Slo-Pitch Tournament and Summer Dance occurring on Friday, June 27, 2014 at 6:00 p.m. to 11:00 p.m. and Saturday, June 28 at 8:00 am to 1:00 am be granted;**

**AND FURTHER THAT a Park By-law exemption for an extension of park hours on June 28, 2014 until 1:00 am at Sir Adam Beck Park in Baden be granted.**

### **Background:**

In April, the Baden Firefighters Association contacted Clerk's Department staff regarding their annual slo-pitch tournament and the exemptions to certain Municipal By-laws from Council.

This is the eighth year for this event and in only one previous year were noise complaints received from residents. The event organizers and Township staff discussed the matter and, based on the timing of the complaints and the timeline for the event, it was determined that the noise did not originate from the event.

### **Discussion:**

This community event has been run successfully for seven years and granting these exemptions is consistent with the other exemptions Council has granted. Township staff was not contacted by any residents at the time of the writing of this report regarding the granting of the exemptions.

**Strategic Plan Conformity:**

Through the granting of this approval the Township is supporting community events and celebrations, providing recreational opportunities and integrating volunteers and community groups. As this event is a fundraiser for the Baden Firefighters Association, Council is also assisting in ensuring people's safety.

**Financial Considerations:**

There is no fee for Noise By-law or Park By-law Exemptions.

**Conclusion:**

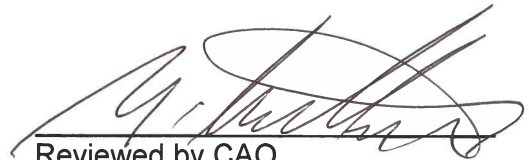
Staff recommends the approval of the Noise By-law and Park By-law Exemptions.



Dawn Mittelholtz, Deputy Clerk



Barbara McLeod, Director of Clerk's Services



Reviewed by CAO



## BADEN FIREFIGHTERS ASSOCIATION

99 Foundry Street  
Baden, Ontario, Canada  
N3A 2M2  
Phone (519) 634-5311  
Fax (519) 634-5311  
[bfdassoc@hotmail.com](mailto:bfdassoc@hotmail.com)

Dear: Mayor Armstrong and Members of Council,

We are writing you today on behalf of the Baden Firefighters Association. First of all we would like to thank all of you for taking the time to read this letter and for considering its requests. We would also like to thank you for the support you have shown the stations in Wilmot Township in the past. All of our members are truly appreciative of your efforts, and like all of you, we proudly serve our community.

It is for this reason that we are writing you today. As an Association there are always items of equipment (above items supplied to us by the Township) that we would like to purchase, upgrade or replace. In order for us to purchase these items our Association must fundraise. An integral part of what we do to fundraise for the Association comes from talking to members of the community here in Baden and asking them what kind of events they would like to see take place. Therefore, we as an Association have decided that this summer we will hold our 8th Annual Hosemonkey Co-Ed Slo-Pitch Tournament and Summer Dance.

The date of the event is scheduled for June 27th and 28th. The date that we would like to hold the outdoor dance is on the Saturday evening, June 28th. Along with the dance we would be offering a meal to the community which would be pulled pork.

To assist the Baden Firefighters Association in this event, we are requesting exemption from the Noise By-Laws, and the Park By-Law on both evenings of June 27<sup>th</sup>-28<sup>th</sup>, from the Honourable Members of Council. It is our request that you allow us to hold the event, which will wrap up by 1am on Sunday the 29. Due to the nature of the event and the request we feel that it is important to make note of some of the precautions we are undertaking for this event. First of all we will be notifying by letter the Waterloo-Regional Police, EMS and of course the Fire Department, of the fundraising event. We will also be requesting Uniformed Police Officers to be present on the Saturday evening with the expense to be paid for by the Association. In addition, we feel that it is our duty to hand deliver letters to neighbouring homes of the Park inviting and notifying them of the upcoming event. The letters will be delivered to all homes within 150 meters of Beck Park.

In closing, we would like once again to thank you for your time. It is our hope that you will approve this request so we can use this event to do the most important part of both our jobs, which is to serve our community and provide an opportunity for everyone who lives in this great town to get involved.

Sincerely,

Chevy Kastner & Tim Ware  
Committee Chairs  
Baden Fire Fighters Association  
519-214-0220 or 519-465-4455  
[bfdassoc@hotmail.com](mailto:bfdassoc@hotmail.com)



# BADEN FIRE FIGHTERS ASSOCIATION

99 Foundry Street  
Baden, Ontario, Canada  
N3A 2M2  
Phone (519) 634-5311  
Fax (519) 634-5311  
[bfdassoc@hotmail.com](mailto:bfdassoc@hotmail.com)

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## EVENT OUTLINE

- |                             |  |
|-----------------------------|--|
| <b>Fri. June 27th 6pm-</b>  | Slo-Pitch Tournament Begins  |
| <b>Fri. June 27th 11pm-</b> | Games will be completed for the evening.<br>Lights out, Park cleaned up and with permission vacated by 12am. |
| <b>Sat. June 28th 8am-</b>  | Tournament resumes play  |
| <b>Sat. June 28th 9pm-</b>  | Last game played   |
| <b>Sat. June 28th 8pm-</b>  | Dance and pulled pork dinner Commence  |
| <b>Sun. June 29th 1am-</b>  | With permission event will be closed and<br>Park will be vacated   |



## Township of Wilmot *REPORT*

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**REPORT NO.:** PW-2014-11

**TO:** Council

**PREPARED BY:** Alastair Duncan CET, Engineering Technician

**DATE:** May 26, 2014

**SUBJECT:** 2014 Sidewalk Program

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### **Recommendation:**

**That the tender received from Vista Contracting Ltd, to complete the 2014 Sidewalk Program, in the amount of \$51,854.61, 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	\$ 51,584.61
Sousa Concrete, Branchton	\$ 55,478.56
Hardscape Concrete and Interlock, Paris	\$ 56,058.52
5 Star Paving Inc, Cambridge	\$ 74,028.28

### **Strategic Plan Conformity:**


Maintaining our infrastructure ensures a prosperous economy for our municipality.

### **Financial Considerations:**

The approved 2014 Capital Budget includes \$70,000 for sidewalk removal and repairs with funding provided by the General Levy.

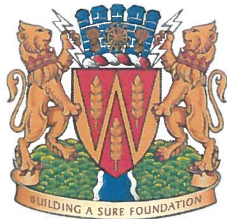
**Conclusion:**

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

  
\_\_\_\_\_  
Director of Public Works

for

  
\_\_\_\_\_  
Reviewed by CAO



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

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<b>REPORT NO.</b>	<b>PRD 2014-06</b>
<b>TO:</b>	<b>Council</b>
<b>PREPARED BY:</b>	<b>Scott Nancekivell</b>
<b>DATE:</b>	<b>May 26, 2014</b>
<b>SUBJECT:</b>	<b>RFP 2014-16, Wilmot Splash Pad Project – Award of Contract</b>

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### **Recommendation:**

**That the RFP for the Wilmot Splash Pad Project be awarded to Openspace Solutions Inc., subject to final design and cost calculations being presented to Council for approval in June.**

### **Background:**

On December 9, 2013, Wilmot Township Council approved PRD 2013-12, Wilmot Splash Pad Update, which recommended that a) the Wilmot Recreation Complex property be selected as the preferred location for the Wilmot Splash Pad Project, b) the type of water distribution system be a water treatment/recirculation system, and c) construction commence in the summer of 2014, with full commissioning of the splash pad scheduled for the spring of 2015.

In mid-January, the Township's aquatic consultant (Aqua Plans) initiated a "request for pre-qualification" process for the Wilmot Splash Pad Project. A total of four firms submitted the required documents to the consultant, and based on their review, all four met the criteria to be "pre-qualified" to complete the necessary works.

During the months of February and March 2014, staff and the consultant worked to assemble the Request for Proposal (RFP) document with input from "Bring a Splash Pad to Wilmot" Fundraising Committee members. On March 28<sup>th</sup>, the final RFP document was issued to all four pre-qualified contractors for bidding purposes. Of the four contractors, one indicated at the outset, that they could not bid on the project due to the number of committed projects they had for 2014.

### **Discussion:**

On April 28, 2014 a total of two proposals were received for the splash pad project as follows:

- Acapulco Pools Ltd.
- Openspace Solutions Inc.



A Splash Pad Proposal Evaluation Team ("Team") was assembled, consisting of the aquatic consultant (Aqua Plans), the Director of Facilities & Recreation Services, the Manager of Parks & Facilities, the Chairperson of the "Bring a Splash Pad to Wilmot" Fundraising Committee, and two other members of that committee. A proposal scoring sheet was provided by the consultant for all members of the "Team" to complete when evaluating each of the proposals.

The scoring system utilized a weighted approach to evaluate each proposal based on the following elements:

- Project Understanding/RFP Compliance
- Experience & References
- Play Value
- Design Suitability & Aesthetics
- Cost Proposal

As well as being scored on their written submissions, each bidder was evaluated on their proposal presentation to the "Team" and their ability to answer questions from the group on May 9, 2014.

Upon review of individual scores and "Team" member comments on key elements of each proposal, a unanimous decision was reached on the preferred bidder to undertake the splash pad project.

**Strategic Plan Conformity:**

Strategy: Providing recreational opportunities for everyone.  
Action: Develop a splash pad.

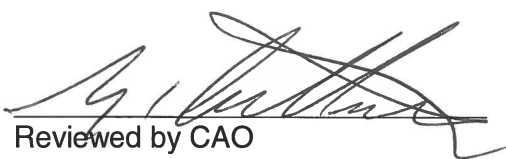
**Financial Considerations:**

Total funding available for all aspects of the project is currently \$397,350 (includes cash, pledges and grants). Both RFP submissions were within the construction budget allocation. Provisional pricing for site amenities (shade structure, donor recognition elements, etc.) was requested and provided within each proposal.

**Conclusion:**

The Splash Pad Proposal Evaluation Team recommends that Openspace Solutions Inc. be awarded the construction contract for the Wilmot Splash Pad. Once the site layout and final design/costs have been confirmed, the "Team", will provide an update report to Council in June, accompanied by coloured renderings for the complete project.

  
\_\_\_\_\_  
Director of Facilities & Recreation Services

  
\_\_\_\_\_  
Reviewed by CAO



# HERITAGE WILMOT

Township of Wilmot  
**Heritage Wilmot Advisory Committee**

Detailed Minutes of March 4<sup>th</sup>, 2014

Present: Nick Bogaert, Elisia Scagnetti, Marg Rowell, Rene Eby, Lindsay Joseph (via phone), Tracy Loch (Curator), Grant Whittington (CAO).

Regrets: Chris Ehrat, Gary Beach, Councillor Peter Roe, Councillor Al Junker

Meeting was held at the Councillor's Gallery, Township of Wilmot. Meeting started at 7:12 p.m.

## **Welcome**

Chair Nick Bogaert welcomed the committee members to the Heritage Wilmot Advisory Committee meeting.

## **Review of the Minutes from February 4, 2014**

Motion to approve the Minutes

MOVED by Rene

SECONDED by Elisia

ALL in favour

## **New Business**

### **Zehr Insurance – Permit Revision**

The owners of the Zehr Insurance building would like to make a minor revision to their previously-approved heritage permit application. They requested to alter the one side of the siding of the building to a pre-finished board that will be installed vertically. There will be horizontal bands where the vertical cut pieces meet. After reviewing the documents and detailing the changes, the committee saw no issues with the proposed changes. Nick will provide comments to the contractor on behalf of Heritage Wilmot.

Lindsay enquired if there was an estimate on the finish date of the project. Nick/Tracy will ask the owners about the timeline of the project.

### **Waterloo Regional Heritage Foundation Award**

Lindsay Benjamin (Cultural Heritage Planner for the Region) emailed Marg to enquire at the next Heritage Wilmot meeting if the committee would consider nominating Mark Harrison (New Dundee Emporium) for the WRHF Award of Excellence. The award is one of excellence for heritage preservation. Individuals and business have been nominated in the past. The foundation would require 2 letters of support along with the application. Marg suggested that Mark was very interested in history and the preservation of his building as a heritage property. He has done a lot of work to preserve the Emporium.

Tracy proposed to also include other businesses/community members in Wilmot that would also be deserving to nominate. Multiple nominations to the Foundation could be sent for consideration along with letters of support to accompany the actual nomination. Tracy suggested that the mayor might be able to write a letter of support as well.

**ACTION:** Tracy will contact the Heritage Foundation to see what the requirements would be for the second letter.

The committee brainstormed for ideas of other nominations representing Wilmot Township that might be considered for the award. Some examples were: Emmanuel Evangelical Church (Petersburg), Zehr Insurance (New Hamburg), St. James Lutheran Church (Baden), and the New Hamburg Independent. It was suggested that it might be more appropriate to nominate Zehr Insurance next year after the renovations to the building were complete.

**MOTION** to nominate Mark Harrison (New Dundee Emporium), Emmanuel Evangelical Church (Petersburg), and the New Hamburg Independent for the Waterloo Regional Heritage Foundation award.

Tracy will write the nominations for consideration and circulate the committee for comments prior to submitting to the Foundation.

MOVED by Marg  
SECONDED by Rene  
ALL in favour

## **Business**

### **Wilmot Living Well Festival**

The festival takes place from April 25<sup>th</sup>-26<sup>th</sup> at the Wilmot Recreation Centre. April 25<sup>th</sup> is the date for setup and April 26<sup>th</sup> would be the event date (from 10:30am-1:00pm). Heritage Wilmot and Castle Kilbride will have tables, and would be near other heritage organizations. The focus will be to promote and educate the community on the committee, and would be a way to engage both the elderly and the youth at the festival. The committee could have a handout that would educate people about the black & white photos that can be seen around the WRC and artifacts in the themed display cases. The committee could also hand out the new heritage walking tour booklets. Heritage Wilmot would also take part in the "chase point" which is a designated time slot where people can come to the table for an engaging activity such as a craft. The booth would require two individuals to participate for the day of the event. Marg said that she would be willing to volunteer for the day. Nick also offered to attend and will confirm. If Nick is not available, Rene has offered to be a replacement.

### **The Imperial Hotel (formerly known as Eddy's)**

Tracy and Nick met with Marie Voisin on-site to have a walk-through of the building and discuss her project. Marie plans to renovate the entire building. The upper floors will be apartments or condos. The main floor will be a restaurant as well as commercial space. She plans to restore the brickwork, windows and doors. She hopes to keep as much of the original parts of the building as she can. She has also mentioned that she will be using the

original name of the building: The Imperial. Currently contractors are drawing up plans for the renovations. Tracy and Nick have discussed funding opportunities with Marie and expressed how happy they were with her new project. They also gave her a copy of the new Walking Tour featuring New Hamburg as well as the heritage district plan which includes The Imperial.

### **Waterlot**

Tracy has been visiting the site over the past few weeks. She and Sherri have been helping with history, colour choices and other decorating plans. There is significant work being done and the end result will be beautiful. The second phase of the project will include more interior and possibly exterior renovations. Once confirmed and the committee is properly circulated, the committee is happy to provide comments on this designated property.

### **Correspondence**

#### **Request from Architectural Conservancy of Ontario – North Waterloo Branch (ACO)**

The ACO has requested that Heritage Wilmot consider co-hosting an event that features author Tom Cruickshank. He will be speaking about old Ontario houses. Seating will be limited to 50 participants with a complimentary tour of Castle Kilbride to start followed by a lecture and social to follow. The date will be either April 16 or April 23<sup>rd</sup>. Tracy will discuss with staff room availability and book Council Chambers for the lecture followed by the Wilmot Community Room for social.

**ACTION:** Tracy will confirm the date as it may conflict with interior office renovations. Both rooms will be booked just in case.

### **Other Business**

#### **Televised Council Meeting**

On April 7<sup>th</sup>, Heritage Wilmot will present some of the committee's planned activities for the year. The new walking tours will be unveiled with a PowerPoint presentation. At that time, it might be possible to talk about the event with the ACO. Nick will be the delegate from the committee.

#### **Outreach**

Tracy circulated a list of Township events for the year. At the next meeting, the committee will discuss which events the committee would like to take part in.

#### **Region Walking Tours**

Tracy circulated new Driving Tours from the Region for members.

**Adjournment** at 8:15 p.m.

MOVED by Rene

SECONDED by Marg

Next meeting April 1, 2014

Swartzentruber Room (\*regular meeting room)



## HERITAGE WILMOT

### Township of Wilmot Heritage Wilmot Advisory Committee

Minutes of April 1<sup>st</sup>, 2014

Present: Nick Bogaert, Elisia Scagnetti, Marg Rowell, Rene Eby, Lindsay Joseph, Tracy Loch (Curator), Peter Roe (Councillor).

Regrets: Chris Ehrat, Gary Beach, Al Junker (Councillor), Grant Whittington (CAO).

Meeting was held at the Swartzentruber Room, Township of Wilmot. Meeting started at 7:05 p.m.

#### Welcome

Nick Bogaert welcomed the committee members to the Heritage Wilmot Advisory Committee meeting.

#### Review of the Minutes from March 4<sup>th</sup>, 2014

MOVED by Rene

SECONDED by Lindsay

ALL in favour

#### New Business

##### **WRHF Nomination**

Tracy reported that she submitted the letters of support dated March 20<sup>th</sup> for the three Wilmot township nominations for the Waterloo Regional Heritage Foundation awards. She has not yet heard back at this time from the WRHF. She has also marked the other possible nominations that were discussed in the last meeting for future awards in 2015 for committee consideration.

##### **ACO lecture**

The Architectural Conservancy of Ontario (ACO) – North Waterloo Branch has confirmed the date of April 23<sup>rd</sup> for Tom Cruickshank's lecture on Old Ontario Houses. There will be a complimentary tour of Castle Kilbride offered between 6:30-7:00pm. The lecture will begin at 7:15pm and be followed by a social (coffee/tea/desserts). There is a limit of approximately 50 people for the lecture due to the space size. The committee has been asked to co-host the evening.

## **Living Well Festival**

The festival is confirmed for April 26<sup>th</sup> from 10am-1pm. Tracy and Sherri will put together a display and setup the day before. Volunteers from Castle Kilbride will assist. This will be Heritage Wilmot and Castle Kilbride's first time participating in this event.

## **Televised Council Meeting**

Televised Council will be held on April 7<sup>th</sup> at 7pm and Nick will be presenting using a PowerPoint presentation that will highlight the newly revised walking tours and general updates on behalf of the committee. He will also mention the upcoming ACO lecture.

## **Business**

### **Website Street concept – Lindsay Joseph**

Lindsay shared a Facebook page while conducting family research that helped connect individuals to a street via social media. The Facebook page was named with a certain street and anyone who is living on or has lived on the street can join to share memories and history of the place. People share photos, stories, and memories of the area within one another in the group. The information is culturally based and gives a "real time" history of the street/location. Lindsay thought that it would be a good way to initiate a connection within the community.

**ACTION:** Tracy will research the feasibility of a pilot project within the Township.

### **Bettschen-Reier House**

Nick has responded to the property owner's inquiry regarding the addition to their designated home with the committee's comments. The property owner will be applying for a building permit.

### **Heritage Process for Committee comments**

The committee discussed briefly the idea of creating an internal check list or template that could be used by the committee and staff when asked to comment on a designated property. The committee noted that it might be beneficial to have a separate list that could be kept in the designated files for reference purposes. There are several communities within the area that use something similar such as St. Marys, Waterloo and Kitchener.

**ACTION:** Nick will draft a heritage form using examples from other communities.

### **Jane's Walk**

This is an event that takes place May 3-4 and was inspired by an urbanist and activist, Jane Jacobs. The event consists of free walking tours that are locally organized in different neighbourhoods. Marg is leading a walk in Waterloo and has offered to also lead a walk in Wilmot Township. The committee enthusiastically accepted her offer. The committee decided that Sunday at 2pm would be the best day for the walking tour as it is typically busier for tourism on that day at the Castle. Many thanks to Marg.

**ACTION:** Tracy will advertise in the Baden Outlook, New Hamburg Independent, Castle Kilbride's Facebook page and the heritage website.

In addition, Lindsay mentioned that her husband has offered to lead a walking tour during the New Hamburg Fall Fair weekend if needed. The committee thought that it would be nice to do a walking tour in one of the other three areas. The committee will discuss this further as the event is closer.

### **Non-designated List**

Marg reported that she will be starting work very soon on the area south of Huron Road. She noted that she will be looking for properties that meet the non-designated criteria. Marg enquired whether the committee was comfortable with her husband Bob assisting her with the work. He is very knowledgeable in this area and offered his services. The committee had no objections and welcomed his assistance. Marg noted that once the summer student arrives, a more in depth research into these properties and take pictures will take place.

### **Other Business**

#### **Designation of Livingston Presbyterian Church**

Tracy informed the committee that she received a phone call from Linda Ashfield of Knox Presbyterian Church and it seems like the long awaited designation of Livingston Presbyterian Church may be possible. Tracy noted that she will be having some follow up discussion with Linda and will notify the committee of any new information as it arises.

**Adjournment** at 8:20 p.m.

MOVED by Elisia

SECONDED by Rene

**Next meeting – May 6<sup>th</sup>, 2014**



# Minutes

## Castle Kilbride Advisory Committee

### Meeting of March 20, 2014

Present: Chairman Jim Veitch, Leonard Kuehner, Prema Anjaria, Lindsay Harvey, Shirley Chapman and Carolyn Coakley

Staff Present: Tracy Loch and Sherri Gropp

Regrets: Councillor Jeff Gerber, Councillor Barry Fisher, Doug Beesley and CAO Grant Whittington

#### 1. Welcome:

Chairman Jim Veitch welcomed members to the meeting.

Meeting commenced at 7 p.m.

#### 2. Business:

##### a) **Review of minutes from November 28, 2013 meeting.**

Motion to approve Minutes.

MOVED by Prema

SECONDED by Len

ALL in favour that the minutes be accepted as presented. Carried.

b) **Overview of 2014 exhibits and events.** Sherri distributed and discussed the exhibit schedule and the events planned for the upcoming year. Of special note two new events will take place the Princess Tea & Tour on June 27<sup>th</sup> and the Children's Christmas PJ Party in November.

c) **New Castle event lure cards.** All members received a copy of the new lure cards which will be distributed in tourism offices, libraries, schools and businesses throughout the Region.

d) **Summer Concert Update and Committee Support.** Tracy outlined the line-up for the concert series with five returning bands and four new groups. One additional date was added to the series. Members are encouraged to submit groups that they think would be suitable for the 2015 line up.

#### 3. Other Business:

a) **2014 Castle Kilbride Meeting Schedule.** Jim presented the meeting schedule for 2014. Members are asked to look the schedule over and discuss the following:

- If the date of April 17<sup>th</sup> works well for everyone as Good Friday is the next day.

- There is no meeting scheduled in October as both Tracy and Sherri are unavailable however if the committee would still like to meet that can be arranged.

b) **Outreach Opportunities.** Tracy discussed new initiatives that the committee can take part in. The following events were listed. April 23<sup>rd</sup> ACO presentation at Castle Kilbride, April 26<sup>th</sup> Living Well Festival at the Wilmot Recreation Complex, August 9<sup>th</sup> Baden Corn Fest (table at Castle Kilbride), September 12 & 13 New Hamburg Fall Fair. A sign-up sheet for all events and outreach opportunities was distributed for members to participate.

c) **New Walking Tours for Wilmot Township.** Tracy distributed the new Walking Tours for Baden, New Dundee, and New Hamburg that were created by Heritage Wilmot.

d) **Students and Intern for Castle Kilbride.** Tracy has applied for three summer students under a federal grant (2 for Castle Kilbride and one for Heritage Wilmot) as well as one intern from Fleming College who will begin in May. This will be an unpaid 15-week internship.

e) **Exterior Repairs.** Tracy reported that the Tenders have been received and opened for exterior repairs as well as the RFQ painting of Castle Kilbride. Tenders will be awarded at the April 28<sup>th</sup> Council meeting and work will begin immediately.

#### 4. Adjournment

Motion to adjourn.

MOVED by Len

SECONDED by Shirley

The meeting at 7:50 p.m. A tour of the newest exhibit Flax Empire followed.

#### NEXT MEETING:

**April 17th, 2014 at 7:00 p.m. Swartzentruber Room**





# Minutes

## Castle Kilbride Advisory Committee

### Meeting of April 17, 2014

---

Present: Chairman Jim Veitch, Leonard Kuehner, Prema Anjaria, Lindsay Harvey, Shirley Chapman, Councillor Barry Fisher and Carolyn Coakley

Staff Present: Tracy Loch

Regrets: Councillor Jeff Gerber, Assistant Curator Sherri Gropp, Doug Beesley and CAO Grant Whittington

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1. **Welcome:**

Chairman Jim Veitch welcomed members to the meeting.  
Meeting commenced at 7:05 p.m.

2. **Review of Minutes:**

Review of minutes from March 20, 2014 meeting.  
Motion to approve Minutes.  
MOVED by Carolyn  
SECONDED by Shirley  
Motion Carried.

3. **Business:**

***Living Well Festival at WRC***

Tracy provided a short overview of what to expect at the festival for Prema and Carolyn. Sherri and Tracy will set up the display on the Friday evening and will provide everything that will be needed in a tote for the following day when Castle members arrive. Tracy thanked both Carolyn and Prema in advance for assisting.

**ACTION:** Carolyn and Prema to provide an update at next meeting.

***Summer Concert Update and Committee Support***

Jim outlined the upcoming concert series line-up and distributed a draft chart for volunteering for a second review by committee members. Members confirmed attendance.

**ACTION:** Tracy will update the list accordingly and distribute at next meeting.

4. **Other Business:**

***PastPerfect Software***

Tracy discussed a museum software product that staff recommend as a necessity for the operation of the museum. She distributed a handout to members and provided an overview of the benefits of the program, specifically how it will better assist staff in the cataloguing, tracking and overall registration of artifacts and archival material from the Castle and Township of Wilmot collections. She further noted that many museums are currently using this software and a regional group of users was formed as a support network. Committee members expressed interest to assist staff with data entry with the software program and Tracy welcomed their enthusiasm to assist. As this item was not part of the operating budget, Jim asked the committee to consider purchasing the program from the Castle Kilbride Trust Fund. Jim put forward a motion "THAT the Castle Kilbride Advisory Committee approve the purchase of Past Perfect Museum Software from the Castle Kilbride Trust Fund."

MOVED by Len

SECONDED by Prema

Motion Carried.

**ACTION:** Tracy to prepare the necessary Township documentation required for the purchase through the Castle Kilbride Trust Fund.

### ***Recent Castle Donation***

Tracy shared Castle Kilbride's newest donation to the collection – a pair of Louis XVI style chairs that were purchased at the 1988 auction. The chairs were recently delivered at the museum and are now featured in JP and Laura's bedroom.

### ***ACO Event***

Jim made a brief announcement reminding members about the upcoming lecture by author Tom Cruickshank. Tracy will confirm details for the evening just prior to the lecture.

### ***Summer Students***

Tracy shared that the museum did not receive their full request for students and that she will be contacting Mr. Albrecht for support. well as one intern from Fleming College who will begin in May. This will be an unpaid 15-week internship.

### ***Flax Empire exhibit***

Sherri located sheet music in the Livingston archives celebrating the Livingston business. Mike Erb at Sight and Sound Studio in New Hamburg was contacted to record the piece of music to enhance the exhibit. Charlene Nafziger brought the music to life and is now featured as guests tour the space.

## **5. Adjournment**

Motion to adjourn.

MOVED by Len

SECONDED by Shirley

The meeting ended at 8:05 p.m. A short tour of the Flax Empire followed so members could hear the newly recorded music.

### **NEXT MEETING:**

**May 15<sup>th</sup>, 2014 at 7:00 p.m. Swartzentruber Room**

# GRCA Current



May 2014 • Volume 19, 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**  
Tom Nevills

**Townships of Mapleton and Wellington North** Pat Salter

**Township of Centre Wellington**  
Joanne Ross-Zuj

**Town of Erin, Townships of Guelph/Eramosa and Puslinch**  
John Brennan

**City of Guelph**  
Bob Bell, Maggie Laidlaw

**Region of Waterloo**  
Les Armstrong, Todd Cowan,  
Jan d'Ailly, Rob Deutschmann,  
Jean Haalboom, Ross Kelterborn,  
Geoff Lorentz, Claudette Miller,  
Jane Mitchell, Warren Stauch

**Municipality of North Perth and Township of Perth East**  
George Wicke

**Haltom Region** J. Barry Lee

**City of Hamilton** Jeanette Jamieson

**Oxford County** Bruce Banbury

**County of Brant**  
Brian Coleman, Steve Schmitt

**City of Brantford**  
Robert Hillier, Vic Prendergast

**Haldimand and Norfolk Counties**  
Lorne Boyko, Fred Morison

## Flood waters rose high during spring melt

Rain and snowmelt meant that flood waters rose high in April and 11 flood messages were issued by the GRCA, including two flood warnings.

Fortunately the weather allowed for gradual melting of the river ice and snow pack with limited rainfall.

The two biggest reservoirs, Belwood Lake and Conestogo Lake, were filled to capacity in mid-April. Snow on the land was enough to fill the reservoirs two times over.

While flooding did occur in low-lying areas close to the waterways, the impact of the flooding was much less than it could have been because of the gradual melt.

The 11th flood message on April 16 was a termination notice.

While there were a few ice jams, these were relatively minor, considering the amount of ice in the river system.

## Rivercams in Brantford and West Montrose

The GRCA has installed webcams at two locations along the Grand River to help with real-time monitoring of river conditions.

Every hour, at the top of the hour, the most recent photo and video are posted on the GRCA's rivercam page. These supplement the data that comes from the GRCA's network of river flow, rainfall and temperature monitoring stations.

One camera is in West Montrose near the covered bridge and looks downstream.

The other camera is in downtown Brantford looking downstream at the Veterans Memorial Parkway (formerly BSAR) bridge

These areas are prone to ice jams which can cause sudden increases in water levels and flooding. These cameras are particularly helpful during the winter and spring to monitor ice conditions and water levels.

## Storm damage to trees

The GRCA now expects to spend more than \$400,000 on clean up related to ice storm damage. However as the clean up continues, this number could increase.

At the end of April GRCA spending on ice storm clean up had reached \$375,00.

The provincial government has announced a program to provide financial assistance to municipalities and conservation authorities that have been impacted by the ice damage.

If the GRCA is eligible for this funding program, then the majority of the clean up costs could be covered by the program.

Any costs not covered through this program will have to come from the GRCA's budget or from reserves. Program guidelines will be released in May.

## Some delays to opening Grand River parks

Most Grand River Parks opened May 1, but there are some delays during the early part of the season due to continuing work to clean up damaged trees left behind by the devastating December ice storm.

Clean up has been completed at Belwood Lake (Fergus), Brant (Brantford), Byng Island (Dunville), Laurel Creek (Waterloo), Rockwood (Rockwood) and Shade's Mills (Cambridge). Conestogo Lake opening has been delayed to May 15 due to the cleanup.

While the Elora Gorge opened May 1, camp sites on the south side will open May 15 and those on the north side will open in mid to late June. At Guelph Lake, some trails may remain closed and customers should check with park staff for up-to-date information.

At Pinehurst Lake day-use areas, camping areas and the Captain Kidd Trail are open, but other trails will remain closed until further notice.

At all parks, customers should use caution in wooded areas and be alert to hanging or damaged



Riverfestival  
2000  
For excellence in river management



Conservation  
ONTARIO  
Natural Champions



branches and trees. Elora Quarry, Elora will open in June, as it normally does.

Unfortunately it will take even more time for the damage to be cleared away from the passive areas, and residents need to check the Newsroom for updates.

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## New website project

The GRCA is planning to redesign two websites and has a project team working toward this goal.

A consulting firm will be hired for each of two phases of this website project. The first phase is design and this is expected to be completed by the end of this year. The websites will then be built in 2015.

The websites are [www.grandriver.ca](http://www.grandriver.ca) and [www.sourcewater.ca](http://www.sourcewater.ca).

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## Plans are underway for former waterfowl park

The GRCA has taken the first steps towards rehabilitating the former Kortright Waterfowl Park on Niska Road in Guelph.

The 47 hectare park had been leased by the Niska Wildlife Foundation but the lease has ended and the land has now returned to the GRCA. For the rest of this year, the property will remain closed to the public while the GRCA carries out safety assessments and addresses deficiencies.

The GRCA intends to work with the community to develop a master plan for the property. The park opened in 1977 and was popular but attendance dropped off in the 1990s and the park was closed in 2005.

"No Trespassing" signs have been posted. GRCA staff will examine boardwalks, bridges, a dam and other water structures to see what state they are in. It's also expected that there is considerable damage to the trees as a result of overgrazing by deer, as well as damage caused by several ice storms.

The GRCA is also urging the public to stay off the property to respect the privacy of two representatives of the Niska Wildlife Foundation who will continue to occupy a home and other buildings until the end of the year

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## Lots of camp programs

Grand River Parks and nature centre summer camps are great places for kids to con-



Photo by Ann Loeffler

Extremely high river flows due to melting snow and rainfall in mid-April brought some flooding-0in low lying areas. This is the view from the Conestogo Dam when flows were around 170 cubic metres per second. They did get as high as 250 cms, compared to 4.5 cms during the summer. The fog was created by the cold lake water being discharged into 20-C air temperatures.

nect with nature this summer.

The GRCA has updated and increased the variety of summer camps on offer at the five nature centres locations (Belwood Lake, Rockwood, Guelph Lake, Laurel Creek and Apps' Mill). Many kids come for a few weeks each summer. A few camps are already sold out but there are still many different types of camps for kids six to 16 years old.

Camp information is available on [www.grandriver.ca/naturecentres](http://www.grandriver.ca/naturecentres) and camp registration website is [www.grandriver.eventbrite.ca](http://www.grandriver.eventbrite.ca).

In addition, nature centre staff are providing many visitor service programs suited to families at the Grand River parks. For more on these programs and on other GRCA events, check [www.grandriver.ca/calendar](http://www.grandriver.ca/calendar).

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## 40 years after the flood

On a beautiful sunny day 40 years ago — May 17, 1974 — residents of the Grand River watershed were shocked when floodwaters came barreling down the river to overwhelm Galt and communities further south.

This 50-mm rainfall across the top of the watershed caused an estimated \$6.9 million (\$34.4 million in today's dollars) in damage, excluding cleanup. After the deluge and the cleanup, a provincial inquiry into the flood

took months.

There were many lessons learned and changes made to prevent this from happening again. GRCA staff, municipal flood coordinators, emergency personnel and residents are always on the alert for flooding — especially now 40 years later during the spring of 2014.

This issue of *GRCA Current* was published in May 2014.

It is a summary of the April 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 the copying, forwarding and distribution of *GRCA Current*.

**Next board meeting:** Friday, May 23 at 9:30 a.m., GRCA Administration Centre.

Reports mentioned in *GRCA Current*: [www.grandriver.ca/MeetingReports](http://www.grandriver.ca/MeetingReports).

For coming events, please see [www.grandriver.ca/Calendar](http://www.grandriver.ca/Calendar).

The current issue of *Grand Actions* newsletter is available at: [www.grandriver.ca/GrandActions](http://www.grandriver.ca/GrandActions)

**THE CORPORATION OF THE TOWNSHIP OF WILMOT**  
**BY-LAW NO. 2014-26**  
**BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK**  
**TO ENTER INTO A MUNICIPAL FUNDING AGREEMENT**  
**BETWEEN THE CORPORATION OF THE TOWNSHIP OF WILMOT**  
**AND THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO**  
**FOR THE TRANSFER OF FEDERAL GAS TAX REVENUES**

**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 Municipal Funding Agreement between the Corporation of The Township of Wilmot and the Association of Municipalities of Ontario for the transfer of Federal Gas Tax Revenues, and as more particularly set forth in Schedule "A" attached to this By-law be 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.
- 3) That By-law 2014-21 is hereby rescinded.

**READ** a first, second and third time this 26<sup>th</sup> day of May, 2014.

**READ** a third time and finally passed in Open Council this 26<sup>th</sup> day of May, 2014.

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**Mayor**

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**Clerk**

**MUNICIPAL FUNDING AGREEMENT  
FOR THE TRANSFER OF FEDERAL GAS TAX FUNDS**

This Agreement made in duplicate as of 1st day of April, 2014.

**BETWEEN:**

**THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO**

(referred to herein as “AMO”)

**AND:**

**THE TOWNSHIP OF WILMOT**

(a municipal corporation pursuant to the *Municipal Act, 2001*, referred to herein as the “Recipient”)

**WHEREAS** the Government of Canada makes up to \$2 billion per year available for allocation by the Government of Canada for the purpose of municipal, regional and First Nations infrastructure starting in the fiscal year beginning on April 1, 2014 under Section 161 of *Keeping Canada’s Economy and Jobs Growing Act*, S.C. 2011, c. 24;

**WHEREAS** Canada, the Province of Ontario, Ontario municipalities as represented by AMO and Toronto are signatories to the administrative agreement on The Federal Gas Tax Fund on April 1, 2014 (the “Canada-Ontario-AMO-Toronto Agreement”), whereby AMO agreed to administer federal gas tax funds made available to Ontario municipalities, excluding Toronto, pursuant to the Canada-Ontario-AMO-Toronto Agreement on behalf of Canada;

**WHEREAS** the Canada-Ontario-AMO-Toronto Agreement contains a framework for the transfer of federal gas tax funds to Ontario municipalities represented by AMO and Toronto to provide stable, reliable and predictable funding for municipal infrastructure purposes;

**WHEREAS** the Recipient wishes to enter into this Agreement in order to participate in the federal Gas Tax Fund;

**WHEREAS** AMO is carrying out the fund administration and coordinating role in accordance with its obligations set out in the Canada-Ontario-AMO-Toronto Agreement and it will accordingly undertake certain activities and require Recipients to undertake activities as set out in this Agreement.

**THEREFORE** the Parties agree as follows:

**1. DEFINITIONS AND INTERPRETATION**

1.1 **Definitions.** When used in this Agreement (including the cover and execution pages and all of the schedules), the following terms shall have the meanings

ascribed to them below unless the subject matter or context is inconsistent therewith:

**“Agreement”** means this Agreement, including the cover and execution pages and all of the schedules hereto, and all amendments made hereto in accordance with the provisions hereof.

**“Annual Report”** means the duly completed report to be prepared and delivered to AMO as described in Section 7.1 and Section 1 of Schedule D.

**“Asset Management Plan”** means a strategic document that states how a group of assets are to be managed over a period of time. The plan describes the characteristics and condition of infrastructure assets, the levels of service expected from them, planned actions to ensure the assets are providing the expected level of service, and financing strategies to implement the planned actions. The plan may use any appropriate format, as long as it includes the information and analysis required to be in a plan as described in Ontario’s Building Together: Guide for Asset Management Plans.

**“Association of Municipalities of Ontario (AMO)”** means a legally incorporated entity under the *Corporations Act, 1990* R.S.O. 1990, Chapter c.38.

**“Base Amount”** means an amount reflecting total municipally-funded capital spending on Infrastructure between January 1, 2000 and December 31, 2004 less: (i) monies raised (during that period) under the *Development Charges Act, 1997* S.O, 1997, c.27; and (ii) monies received (during that period) by Municipalities under federal and provincial infrastructure programs against which investments of Funds will be measured to ensure that investments of Funds are incremental.

**“Canada”** means Her Majesty in Right of Canada, as represented by the President of the Queen’s Privy Council for Canada, Minister of Infrastructure, Communities and Intergovernmental Affairs.

**“Contract”** means an agreement between the Recipient and a Third Party whereby the latter agrees to supply a product or service to an Eligible Project in return for financial consideration.

**“Eligible Expenditures”** means those expenditures described as eligible in Schedule C.

**“Eligible Projects”** means projects as described in Schedule B.

**“Eligible Recipient”** means:

- (a) a Municipality or its agent (including its wholly owned corporation); and
- (b) a non-municipal entity, including for profit, non-governmental and not-for profit organizations, on the condition that the Municipality(ies) has (have) indicated support for the project through a formal by-law passed by its (their) council(s)



**“Event of Default”** has the meaning given to it in Section 12.1 of this Agreement.

**“First Agreement”** means the Municipal Funding Agreement for the transfer of federal gas tax revenues under the New Deal for Communities entered into by AMO and the TOWNSHIP OF WILMOT, with an expiry date of March 31, 2015.

**“Funds”** mean the Funds made available to the Recipient through the Gas Tax Fund, a program established by the Government of Canada under Section 161 of the *Keeping Canada’s Economy and Jobs Growing Act*, S.C. 2011, c. 24 as amended by Section 233 of the *Economic Action Plan 2013 Act*, No. 1, S.C. 2013, C. 33 or any other source of funding as determined by Canada. Funds are made available pursuant to this Agreement and includes any interest earned on the said Funds. For greater certainty: (i) Funds transferred to another Municipality in accordance with Section 6.2 of this Agreement, other than as set out in Sections 7.1(a), (c) and (f), are to be treated as Funds by the Municipality to which the Funds are transferred and are not to be treated as Funds by the Recipient; and (ii) any Funds transferred to a non-municipal entity in accordance with Section 6.3 of this Agreement shall remain as Funds under this Agreement for all purposes and the Recipient shall continue to be bound by all provisions of this Agreement with respect to such transferred Funds.

**“Ineligible Expenditures”** means those expenditures described as ineligible in Schedule C.

**“Infrastructure”** means municipal or regional, publicly or privately owned, tangible capital assets primarily for public use or benefit in Ontario.

**“Lower Tier Municipality”** means a municipality that forms part of an upper-tier Municipality for municipal purposes, as defined under the *Municipal Act, 2001* S.O. 2001 c.25.

**“Municipal Fiscal Year”** means the period beginning January 1<sup>st</sup> of a year and ending December 31<sup>st</sup> of the same year.

**“Municipality” and “Municipalities”** means every municipality as defined under the *Municipal Act, 2001* S.O. 2001 c.25.

**“One Investment Program”** means the co-investment program operated jointly by Local Authority Services, an incorporated subsidiary of AMO and CHUMS Financing Corporation, an incorporated wholly-owned subsidiary of the Municipal Finance Officers’ Association of Ontario.

**“Outcomes Report”** means the report prepared and delivered to AMO by the Recipient by March 31, 2017 and again by March 31, 2022 which reports on how Funds are supporting progress towards achieving the program benefits, more specifically described in Schedule D.

**“Oversight Committee”** means the committee established to monitor the overall implementation of the Canada-Ontario-AMO-Toronto Agreement.



“**Parties**” means AMO and the Recipient.

“**Recipient**” has the meaning given to it on the first page of this Agreement.

“**Third Party**” means any person or legal entity, other than the Parties to this Agreement who participates in the implementation of an Eligible Project by means of a Contract.

“**Transfer By-law**” means a by-law passed by Council of the Recipient pursuant to Section 6.2 and delivered to AMO in accordance with that section.

“**Unspent Funds**” means the amount reported as unspent by the Recipient as of December 31, 2013 as submitted in the Recipient’s 2013 Annual Expenditure Report (as defined under the First Agreement).

“**Upper Tier Municipality**” means a Municipality of which two or more lower-tier municipalities form part for municipal purposes, as defined under the *Municipal Act, 2001* S.O. 2001 c.25.

## 1.2 Interpretations:

**Herein, etc.** The words “herein”, “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not any particular schedule, article, section, paragraph or other subdivision of this Agreement.

**Currency.** Any reference to currency is to Canadian currency and any amount advanced, paid or calculated is to be advanced, paid or calculated in Canadian currency.

**Statutes.** Any reference to a federal or provincial statute is to such statute and to the regulations made pursuant to such statute as such statute and regulations may at any time be amended or modified and in effect and to any statute or regulations that may be passed that have the effect of supplementing or superseding such statute or regulations.

**Gender, singular, etc.** Words importing the masculine gender include the feminine or neuter gender and words in the singular include the plural, and vice versa.

## 2. TERM OF AGREEMENT

2.1 **Term.** Subject to any extension or termination of this Agreement or the survival of any of the provisions of this Agreement pursuant to the provisions contained herein, this Agreement shall be in effect from the date set out on the first page of this Agreement, up to and including March 31, 2024.

2.2 **Review.** This Agreement will be reviewed by AMO by December 31, 2018.

2.3 **Amendment.** This Agreement may be amended at any time in writing as agreed to by AMO and the Recipient.

- 2.4 **Notice.** Any of the Parties may terminate this Agreement on two (2) years written notice.
- 2.5 The Parties agree that the First Agreement, including section 15.4 thereof, is hereby terminated. Notwithstanding the termination of the First Agreement, including section 15.4, the reporting and indemnity obligations of the Recipient thereunder with respect to expended Funds governed by the First Agreement as set forth in sections 5, 7, 10.4, 10.5 and 10.6 of the First Agreement shall survive the said termination.

### 3. RECIPIENT REQUIREMENTS

- 3.1 **Communications.** The Recipient will comply with all requirements outlined in Schedule E, including:
- (a) Providing upfront project information on an annual basis for communications purposes;
  - (b) Including Canada in local project communications; and
  - (c) Installing federal project signs.
- 3.2 **Incrementality.** Any Funds that the Recipient may receive from Canada are not intended to replace or displace existing sources of funding for the Recipient's tangible capital assets. The Recipient will ensure that its total annual expenditures on tangible capital assets over the life of the Agreement, on average, will not be less than the Base Amount.
- 3.3 **Contracts.** The Recipient will award and manage all Contracts in accordance with its relevant policies and procedures and, if applicable, in accordance with the Agreement on Internal Trade and applicable international trade agreements, and all other applicable laws.
- (a) The Recipient will ensure any of its Contracts for the supply of services or materials to implement its responsibilities under this Agreement will be awarded in a way that is transparent, competitive, consistent with value for money principles and pursuant to its adopted procurement policy.

### 4. ELIGIBLE PROJECTS

- 4.1 **Eligible Project Categories.** Eligible Projects include investments in Infrastructure for its construction, renewal or material enhancement in the categories of public transit, local roads and bridges, wastewater, water, solid waste, community energy systems, capacity building, local and regional airports, short-line rail, short-sea shipping, disaster mitigation, broadband connectivity, brownfield redevelopment, cultural, tourism, sport and recreational infrastructure, as more specifically described in Schedule B and Schedule C.
- 4.2 **Recipient Fully Responsible.** The Recipient is fully responsible for the completion of each Eligible Project in accordance with Schedule B and Schedule C.

## 5. ELIGIBLE EXPENDITURES

- 5.1 **Eligible Expenditures.** Schedule C sets out specific requirements for Eligible and Ineligible Expenditures.
- 5.2 **Discretion of Canada.** Subject to Section 5.1, the eligibility of any items not listed in Schedule B and/or Schedule C to this Agreement is solely at the discretion of Canada.
- 5.3 **Unspent Funds.** Any Unspent Funds, and any interest earned thereon, will be subject to the terms and conditions of this Agreement, and will no longer be governed by the terms and conditions of the First Agreement.
- 5.4 **Reasonable Access.** The Recipient shall allow AMO and Canada reasonable and timely access to all documentation, records and accounts and those of their respective agents or Third Parties related to the receipt, deposit and use of Funds and Unspent Funds, and any interest earned thereon, and all other relevant information and documentation requested by AMO or Canada or their respective designated representatives for the purposes of audit, evaluation, and ensuring compliance with this Agreement.
- 5.5 **Retention of Receipts.** The Recipient will keep proper and accurate accounts and records of all Eligible Projects including invoices and receipts for Eligible Expenditures in accordance with the Recipient's municipal records retention by-law and, upon reasonable notice, make them available to AMO and Canada.

## 6. FUNDS

- 6.1 **Allocation of Funds.** AMO will allocate and transfer Funds that Canada may make available for Ontario Municipalities to Recipients on a *per capita* basis with allocations made on a 50:50 basis to upper-tier and lower-tier Municipalities, where they exist.
- 6.2 **Transfer of Funds to a Municipality.** Where a Recipient decides to allocate and transfer Funds to another Municipality (the "Transferee Municipality"):
  - (a) The allocation and transfer shall be authorized by by-law (a "**Transfer By-law**"). The Transfer By-law shall be passed by the Recipient's council and submitted to AMO as soon thereafter as practicable. The Transfer By-law shall identify the Transferee Municipality and the amount of Funds the Transferee Municipality is to receive for the Municipal Fiscal Year specified in the Transfer By-law.
  - (b) The Recipient is still required to submit an Annual Report in accordance with Sections 7.1 (a), (c) and (f) hereof with respect to the Funds transferred.
  - (c) No transfer of Funds pursuant to this Section 6.2 shall be effected unless and until the Transferee Municipality has either (i) entered into an agreement with AMO on substantially the same terms as this Agreement, or (ii) has executed and delivered to AMO a written undertaking to assume all of the Recipient's obligations under this Agreement with respect to the Funds transferred; in a form satisfactory to AMO.

- 6.3 **Transfer of Funds to a non-municipal entity.** Where a Recipient decides to support an Eligible Project undertaken by an Eligible Recipient that is not a Municipality:
- (a) The provision of such support shall be authorized by a by-law (a “Non-municipal Transfer By-law”). The Non-municipal Transfer By-law shall be passed by the Recipient’s council and submitted to AMO as soon as practicable thereafter. The Non-municipal Transfer By-law shall identify the Eligible Recipient, and the amount of Funds the Eligible Recipient is to receive for that Eligible Project.
  - (b) The Recipient shall continue to be bound by all of the provisions of this Agreement notwithstanding any such transfer.
  - (c) No transfer of Funds pursuant to this Section 6.3 shall be effected unless and until the non-municipal entity receiving the Funds has executed and delivered to AMO a written undertaking to assume all of the Recipient’s obligations under this Agreement with respect to the Funds transferred, in a form satisfactory to AMO.
- 6.4 **Use of Funds.** The Recipient acknowledges and agrees the Funds are intended for and shall be used only for Eligible Expenditures in respect of Eligible Projects.
- 6.5 **Schedule of payout of Funds.** The Recipient agrees that all Funds are to be transferred by AMO to the Recipient as set out in Schedule A. Subject to Section 6.14, AMO will transfer Funds twice yearly, on or before the dates agreed upon by Canada and AMO, and, more specifically on the basis set out in Schedule A.
- 6.6 **Use of Funds.** The Recipient will deposit the Funds in a dedicated reserve fund or other separate distinct interest bearing account or invest the Funds through the One Investment Program or any other eligible investment permitted by the Ontario *Municipal Act, 2001* and shall retain the Funds in such reserve fund, account or investment until the Funds are expended or transferred in accordance with this Agreement. The Recipient shall ensure that:
- (a) any investment of unexpended Funds will be in accordance with Ontario law and the Recipient’s investment policy; and,
  - (b) any interest earned on Funds will only be applied to Eligible Expenditures for Eligible Projects, more specifically on the basis set out in Schedule B and Schedule C.
- 6.7 **Funds advanced.** Funds transferred by AMO to the Recipient shall be expended by the Recipient in respect of Eligible Expenditures within five (5) years after the end of the year in which Funds were received. Unexpended Funds shall not be retained beyond such five (5) year period. AMO reserves the right to declare that Unexpended Funds after five (5) years become a debt to Canada which the Recipient will reimburse forthwith on demand to AMO for transmission to Canada.
- 6.8 **Expenditure of Funds.** The Recipient shall expend all Funds by December 31, 2028.

- 6.9 **GST & HST.** The use of Funds is based on the net amount of goods and services tax or harmonized sales tax to be paid by the Recipient net of any applicable tax rebates.
- 6.10 **Limit on Canada's Financial Commitments.** The Recipient may use Funds to pay up to one hundred percent (100%) of Eligible Expenditures of an Eligible Project.
- 6.11 **Federal Funds.** The Recipient agrees that any Funds received will be treated as federal funds for the purpose of other federal infrastructure programs.
- 6.12 **Stacking.** If the Recipient is receiving federal funds under other federal infrastructure programs in respect of an Eligible Project to which the Recipient wishes to apply Funds, the maximum federal contribution limitation set out in any other federal infrastructure program agreement made in respect of that Eligible Project shall continue to apply.
- 6.13 **Withholding Payment.** AMO may withhold payment of Funds where the Recipient is in default of compliance with any provisions of this Agreement.
- 6.14 **Insufficient funds provided by Canada.** Notwithstanding Section 2.4, if Canada does not provide sufficient funds to continue the Funds for any Municipal Fiscal Year during which this Agreement is in effect, AMO may terminate this Agreement.

## 7. REPORTING REQUIREMENTS

- 7.1 **Annual Report.** The Recipient shall report in the form in Schedule D due by March 31<sup>st</sup> following each Municipal Fiscal Year on:
- (a) the amounts received from AMO under this Agreement in respect of the previous Municipal Fiscal Year;
  - (b) the amounts received from another Municipality;
  - (c) the amounts transferred to another Municipality;
  - (d) amounts paid by the Recipient in aggregate for Eligible Projects;
  - (e) amounts held at year end by the Recipient in aggregate, including interest, to pay for Eligible Projects;
  - (f) indicate in a narrative the progress that the Recipient has made in meeting its commitments and contributions; and,
  - (g) a listing of all Eligible Projects that have been funded, indicating the location, investment category, project description, amount of Funds and total project cost.
- 7.2 **Outcomes Report.** The Recipient shall account in writing for outcomes achieved as a result of the Funds through an Outcomes Report to be submitted to AMO. Specifically the Outcomes Report shall describe, in a manner to be

provided by AMO, the degree to which investments in each Eligible Project are supporting progress towards achieving:

- (a) beneficial impacts on communities of completed Eligible Projects; and
- (b) enhanced impact of Funds as a predictable source of funding.

## 8. ASSET MANAGEMENT

- 8.1 **Asset Management Plan.** The Recipient will develop and implement an Asset Management Plan prior to December 31, 2016.
- 8.2 **Outcomes.** On a date and in a manner to be determined by AMO, the Recipient will provide a report to AMO demonstrating that Asset Management Plans are being used to guide infrastructure planning and investment decisions and how Funds are being used to address priority projects.

## 9. RECORDS AND AUDIT

- 9.1 **Accounting Principles.** All accounting terms not otherwise defined herein have the meanings assigned to them; all calculations will be made and all financial data to be submitted will be prepared in accordance with generally accepted accounting principles (GAAP) in effect in Ontario. GAAP will include, without limitation, those principles approved or recommended for local governments from time to time by the Public Sector Accounting Board or the Canadian Institute of Chartered Accountants or any successor institute, applied on a consistent basis.
- 9.2 **Separate Records.** The Recipient shall maintain separate records and documentation for the Funds and keep all records including invoices, statements, receipts and vouchers in respect of Funds expended on Eligible Projects in accordance with the Recipient's municipal records retention by-law. Upon reasonable notice, the Recipient shall submit all records and documentation relating to the Funds to AMO and Canada for inspection or audit.
- 9.3 **External Auditor.** AMO and/or Canada may request, upon written notification, an audit of Eligible Project or an Annual Report. AMO shall retain an external auditor to carry out an audit of the material referred to in Sections 5.4 and 5.5 of this Agreement. AMO shall ensure that any auditor who conducts an audit pursuant to this Section of this Agreement or otherwise, provides a copy of the audit report to the Recipient and Canada at the same time that the audit report is given to AMO.

## 10. INSURANCE AND INDEMNITY

- 10.1 **Insurance.** The Recipient shall put in effect and maintain in full force and effect or cause to be put into effect and maintained for the term of this Agreement all the necessary insurance with respect to each Eligible Project, including any Eligible Projects with respect to which the Recipient has transferred Funds pursuant to Section 6 of this Agreement, that would be considered appropriate for a prudent Municipality undertaking Eligible Projects, including, where appropriate and without limitation, property, construction and liability insurance,

which insurance coverage shall identify Canada and AMO as additional insureds for the purposes of the Eligible Projects.

- 10.2 **Certificates of Insurance.** Throughout the term of this Agreement, the Recipient shall provide AMO with a valid certificate of insurance that confirms compliance with the requirements of Section 10.1. No Funds shall be expended or transferred pursuant to this Agreement until such certificate has been delivered to AMO.
- 10.3 **AMO not liable.** In no event shall Canada or AMO be liable for:
- (a) any bodily injury, death or property damages to the Recipient, its employees, agents or consultants or for any claim, demand or action by any Third Party against the Recipient, its employees, agents or consultants, arising out of or in any way related to this Agreement; or
  - (b) any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit to the Recipient, its employees, agents or consultants arising out of any or in any way related to this Agreement.
- 10.4 **Recipient to Compensate Canada.** The Recipient will ensure that it will not, at any time, hold Canada, its officers, servants, employees or agents responsible for any claims or losses of any kind that the Recipient, Third Parties or any other person or entity may suffer in relation to any matter related to the Funds or an Eligible Project and that the Recipient will, at all times, compensate Canada, its officers, servants, employees and agents for any claims or losses of any kind that any of them may suffer in relation to any matter related to the Funds or an Eligible Project. The Recipient's obligation to compensate as set out in this section does not apply to the extent to which such claims or losses relate to the negligence of an officer, servant, employee, or agent of Canada in the performance of his or her duties.
- 10.5 **Recipient to Indemnify AMO.** The Recipient hereby agrees to indemnify and hold harmless AMO, its officers, servants, employees or agents (each of which is called an "**Indemnatee**"), from and against all claims, losses, damages, liabilities and related expenses including the fees, charges and disbursements of any counsel for any Indemnatee incurred by any Indemnatee or asserted against any Indemnatee by whomsoever brought or prosecuted in any manner based upon, or occasioned by, any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights caused by or arising directly or indirectly from:
- (a) the Funds;
  - (b) the Recipient's Eligible Projects, including the design, construction, operation, maintenance and repair of any part or all of the Eligible Projects;
  - (c) the performance of this Agreement or the breach of any term or condition of this Agreement by the Recipient, its officers, servants, employees and agents, or by a Third Party, its officers, servants, employees, or agents; and



- (d) any omission or other wilful or negligent act of the Recipient or Third Party and their respective officers, servants, employees or agents.

## 11. TRANSFER AND OPERATION OF MUNICIPAL INFRASTRUCTURE

- 11.1 **Reinvestment.** The Recipient will invest into Eligible Projects, any revenue that is generated from the sale, lease, encumbrance or other disposal of an asset resulting from an Eligible Project where such disposal takes place within five (5) years of the date of completion of the Eligible Project.
- 11.2 **Notice.** The Recipient shall notify AMO in writing 120 days in advance and at any time during the five (5) years following the date of completion of an Eligible Project if it is sold, leased, encumbered or otherwise disposed of.
- 11.3 **Public Use.** The Recipient will ensure that Infrastructure resulting from any Eligible Project that is not sold, leased, encumbered or otherwise disposed of, remains primarily for public use or benefit.

## 12. DEFAULT AND TERMINATION

- 12.1 **Event of Default.** AMO may declare in writing that an event of default has occurred when the Recipient has not complied with any condition, undertaking or term in this Agreement. AMO will not declare in writing that an event of default has occurred unless it has first consulted with the Recipient. Each and every one of the following events is an “Event of Default”:
  - (a) failure by the Recipient to deliver in a timely manner an Annual Report or Outcomes Report.
  - (b) delivery of an Annual Report that discloses non-compliance with any condition, undertaking or material term in this Agreement.
  - (c) failure by the Recipient to co-operate in an external audit undertaken by AMO or its agents.
  - (d) delivery of an external audit report that discloses non-compliance with any condition, undertaking or term in this Agreement.
  - (e) failure by the Recipient to expend Funds in accordance with Section 6.7.
- 12.2 **Waiver.** AMO may withdraw its notice of an Event of Default if the Recipient, within thirty (30) calendar days of receipt of the notice, either corrects the default or demonstrates, to the satisfaction of AMO in its sole discretion that it has taken such steps as are necessary to correct the default.
- 12.3 **Remedies on default.** If AMO declares that an Event of Default has occurred under Section 12.1, after thirty (30) calendar days from the Recipient’s receipt of the notice of an Event of Default, it may immediately terminate or suspend its obligation to pay the Funds. If AMO suspends payment, it may pay suspended Funds if AMO is satisfied that the default has been cured.



- 12.4 **Repayment of Funds.** If AMO declares that an Event of Default has not been cured to its satisfaction, AMO reserves the right to declare that prior payments of Funds become a debt to Canada which the Recipient will reimburse forthwith on demand to AMO for transmission to Canada.

### 13. CONFLICT OF INTEREST

- 13.1 **No conflict of interest.** The Recipient will ensure that no current member of the AMO Board of Directors and no current or former public servant or office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Canada applies will derive direct benefit from the Funds, the Unspent Funds, and interest earned thereon, unless the provision of receipt of such benefits is in compliance with such legislation, guidelines, policies or codes.

### 14. NOTICE

- 14.1 **Notice.** Any notice, information or document provided for under this Agreement will be effectively given if in writing and if delivered by hand, or overnight courier, mailed, postage or other charges prepaid, or sent by facsimile or email to the addresses, the facsimile numbers or email addresses set out in Section 14.3. Any notice that is sent by hand or overnight courier service shall be deemed to have been given when received; any notice mailed shall be deemed to have been received on the eighth (8) calendar day following the day on which it was mailed; any notice sent by facsimile shall be deemed to have been given when sent; any notice sent by email shall be deemed to have been received on the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return email or other written acknowledgment), provided that in the case of a notice sent by facsimile or email, if it is not given on a business day before 4:30 p.m. Eastern Standard Time, it shall be deemed to have been given at 8:30 a.m. on the next business day for the recipient.
- 14.2 **Representatives.** The individuals identified in Section 14.3 of this Agreement, in the first instance, act as AMO's or the Recipient's, as the case may be, representative for the purpose of implementing this Agreement.
- 14.3 **Addresses for Notice.** Further to Section 14.1 of this Agreement, notice can be given at the following addresses:

- (a) If to AMO:

Executive Director  
Federal Gas Tax Fund Agreement  
Association of Municipalities of Ontario  
200 University Avenue, Suite 801  
Toronto, ON M5H 3C6

Telephone: 416-971-9856  
Facsimile: 416-971-6191

Email: gastax@amo.on.ca

(b) If to the Recipient:

Rosita Tse  
Director of Finance / Treasurer  
Township of Wilmot  
60 Snyder's Road West,  
Baden, ON N3A 1A1  
Telephone: (519) 634-8444 x229  
Facsimile: (519) 634-5522  
Email: rosita.tse@wilmot.ca

## 15. MISCELLANEOUS

- 15.1 **Counterpart Signature.** This Agreement may be signed in counterpart, and the signed copies will, when attached, constitute an original Agreement.
- 15.2 **Severability.** If for any reason a provision of this Agreement that is not a fundamental term is found to be or becomes invalid or unenforceable, in whole or in part, it will be deemed to be severable and will be deleted from this Agreement, but all the other terms and conditions of this Agreement will continue to be valid and enforceable.
- 15.3 **Waiver.** AMO may waive any right in this Agreement only in writing, and any tolerance or indulgence demonstrated by AMO will not constitute waiver of rights in this Agreement. Unless a waiver is executed in writing, AMO will be entitled to seek any remedy that it may have under this Agreement or under the law.
- 15.4 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in Ontario.
- 15.5 **Survival.** The Recipient agrees that the following sections and provisions of this Agreement shall extend for seven (7) years beyond the expiration or termination of this Agreement: Sections 5, 6.7, 6.8, 7, 10.4, 10.5, 11, 12.4 and 15.8.
- 15.6 **AMO, Canada and Recipient independent.** The Recipient will ensure its actions do not establish or will not be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between Canada and the Recipient, between AMO and the Recipient, between Canada and a Third Party or between AMO and a Third Party.
- 15.7 **No Authority to Represent.** The Recipient will ensure that it does not represent itself, including in any agreement with a Third Party, as a partner, employee or agent of Canada or AMO.

- 15.8 **Debts Due to AMO.** Any amount owed under this Agreement will constitute a debt due to AMO, which the Recipient will reimburse forthwith, on demand, to AMO.
- 15.9 **Priority.** In the event of a conflict, the part of this Agreement that precedes the signature of the Parties will take precedence over the Schedules.

**16. SCHEDULES**

16.1 This Agreement, including:

- Schedule A Schedule of Fund Payments
- Schedule B Eligible Project Categories
- Schedule C Eligible and Ineligible Expenditures
- Schedule D Reporting
- Schedule E Communications

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

**17. SIGNATURES**

**IN WITNESS WHEREOF**, AMO and the Recipient have respectively executed, sealed and delivered this Agreement on the date set out on the front page.

**RECIPIENT'S NAME:**

**TOWNSHIP OF WILMOT**

By:

\_\_\_\_\_  
 Name: Les Armstrong  
 Title: Mayor

\_\_\_\_\_  
 Date: May 12, 2014

Affix  
 Corporate  
 Seal

\_\_\_\_\_  
 Name: Barbara McLeod  
 Title: Director of Clerk's  
 Services

\_\_\_\_\_  
 Date: May 12, 2014

**THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO**

Affix  
Corporate  
Seal

By:

\_\_\_\_\_  
Title: Executive Director

\_\_\_\_\_  
Date

In the presence of:

\_\_\_\_\_  
Witness:  
Title:

\_\_\_\_\_  
Date



**SCHEDULE A**

**SCHEDULE OF FUND PAYMENTS**

**RECIPIENT'S NAME: TOWNSHIP OF WILMOT**

The following represents an estimate of the Funds and schedule of payments for the first five (5) years of the Agreement.

<b>Year</b>	<b>Schedule of Fund Payments</b>	
	<b>Payment #1</b>	<b>Payment #2</b>
<b>2014</b>	<b>\$278,304.96</b>	<b>\$278,304.96</b>
<b>2015</b>	<b>\$278,304.96</b>	<b>\$278,304.96</b>
<b>2016</b>	<b>\$292,220.21</b>	<b>\$292,220.20</b>
<b>2017</b>	<b>\$292,220.21</b>	<b>\$292,220.20</b>
<b>2018</b>	<b>\$306,135.46</b>	<b>\$306,135.45</b>

An estimate of the Funds and schedule of payments for the latter five (5) years of the Agreement (2019-2023) will be provided following the review and amendment procedures specified in Section 2.2 and 2.3.

## **SCHEDULE B**

### **ELIGIBLE PROJECT CATEGORIES**

Eligible Projects include investments in Infrastructure for its construction, renewal or material enhancement in each of the following categories:

1. Local roads and bridges – i.e. roads, bridges, tunnels, highways and active transportation infrastructure (active transportation refers to investments that support active methods of travel. This can include: cycling lanes and paths, sidewalks, hiking and walking trails).
2. Public transit – i.e. a shared passenger transport system which is available for public use.
3. Drinking Water – i.e. drinking water conservation, collection, treatment and distribution systems.
4. Wastewater – i.e. wastewater and storm water collection, treatment and management systems.
5. Solid waste – i.e. solid waste management systems including the collection, diversion and disposal of recyclables, compostable materials and garbage.
6. Community energy systems – i.e. infrastructure that generates or increases the efficient usage of energy.
7. Capacity building - i.e. investments related to strengthening the ability of Municipalities to develop long-term planning practices.
8. Short-sea shipping – i.e. infrastructure related to the movement of cargo and passengers around the coast and on inland waterways, without directly crossing an ocean.
9. Short-line rail – i.e. railway related infrastructure for carriage of passengers or freight.
10. Regional and local airports – i.e. airport-related infrastructure (excludes the National Airport System).
11. Broadband connectivity – i.e. infrastructure that provides internet access to residents, businesses, and/or institutions in Canadian communities.
12. Brownfield Redevelopment i.e. remediation or decontamination and redevelopment of a brownfield site within municipal boundaries, where the redevelopment includes:
  - (a) the construction of public infrastructure as identified in the context of any other eligible category referred to in this Schedule, and/or;
  - (b) the construction of municipal use public parks and publicly-owned social housing.

13. Sport Infrastructure – i.e. amateur sport infrastructure (excludes facilities, including arenas, which would be used as the home of professional sports teams or major junior hockey teams (e.g. Junior A)).
14. Recreational Infrastructure - i.e. recreational facilities or networks.
15. Cultural Infrastructure – i.e. infrastructure that supports arts, humanities, and heritage.
16. Tourism Infrastructure – i.e. infrastructure that attracts travelers for recreation, leisure, business or other purposes.
17. Disaster mitigation – i.e. infrastructure that reduces or eliminates long-term impacts and risks associated with natural disasters.

Note: Investments in health infrastructure (hospitals, convalescent and senior centres) are not eligible.



## SCHEDULE C

### ELIGIBLE AND INELIGIBLE EXPENDITURES

#### 1. Eligible Expenditures

##### 1.1 Eligible Expenditures of Recipients will be limited to the following:

- (a) the expenditures associated with acquiring, planning, designing, constructing or renovating a tangible capital asset, as defined by Generally Accepted Accounting Principles (GAAP), and any related debt financing charges specifically identified with that asset;
- (b) for capacity building category only, the expenditures related to strengthening the ability of Municipalities to improve local and regional planning including capital investment plans, integrated community sustainability plans, life-cycle cost assessments, and Asset Management Plans. The expenditures could include developing and implementing:
  - (i) studies, strategies, or systems related to asset management, which may include software acquisition and implementation;
  - (ii) training directly related to asset management planning; and,
  - (iii) long-term infrastructure plans.
- (c) the expenditures directly associated with joint federal communication activities and with federal project signage.

##### 1.2 **Employee and Equipment Costs:** The incremental costs of the Recipient's employees or leasing of equipment may be included as Eligible Expenditures under the following conditions:

- (a) the Recipient is able to demonstrate that it is not economically feasible to tender a contract;
- (b) the employee or equipment is engaged directly in respect of the work that would have been the subject of the contract; and
- (c) the arrangement is approved in advance and in writing by the Oversight Committee.

##### 1.3 **AMO as Agreement Administrator:** Up to 0.5% of the total funds will be used by AMO to undertake the administrative responsibilities to implement the Agreement and to undertake related capacity building and program delivery including expenditures associated with communication activities such as public project announcements and signage. Canada will review and accept AMO's detailed business case submitted in accordance with the Canada-Ontario-AMO-Toronto Agreement prior to undertaking the administrative and related activities.

## 2. Ineligible Expenditures

The following are deemed Ineligible Expenditures:

- (a) project expenditures incurred before April 1, 2005;
- (b) project expenditures incurred before April 1, 2014 for the following Eligible Project categories:
  - (i) regional and local airports;
  - (ii) short-line rail;
  - (iii) short-sea shipping;
  - (iv) disaster mitigation;
  - (v) broadband connectivity;
  - (vi) brownfield redevelopment;
  - (vii) cultural infrastructure;
  - (viii) tourism infrastructure;
  - (ix) sport infrastructure; and
  - (x) recreational infrastructure.
- (c) the cost of leasing of equipment by the Recipient, any overhead costs, including salaries and other employment benefits of any employees of the Recipient, its direct or indirect operating or administrative costs of Recipients, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, except in accordance with Eligible Expenditures above;
- (d) taxes for which the Recipient is eligible for a tax rebate and all other costs eligible for rebates;
- (e) purchase of land or any interest therein, and related costs;
- (f) legal fees; and
- (g) routine repair and maintenance costs.

**SCHEDULE D**  
**REPORTING**

**1. Annual Report**

By March 31<sup>st</sup> of each year, the Recipient will provide to AMO an Annual Report in an electronic format deemed acceptable to AMO, consisting of the following:

- (a) Financial Reporting Table: The financial report table will be submitted in accordance with the following template:

Annual Report Financial Table	Annual	Cumulative
	20xx	2014 - 20xx
Opening Balance <sup>1</sup>	\$xxx	
Received from AMO	\$xxx	\$xxx
Interest Earned	\$xxx	\$xxx
Received from a Municipality	\$xxx	\$xxx
Transferred to a Municipality	(\$xxx)	(\$xxx)
Spent on Eligible Projects (for each Eligible Project category)	(\$xxx)	(\$xxx)
Closing Balance of unspent funds	\$xxx	

- (b) Project List: The Recipient will provide to AMO a project list submitted in accordance with the following template:

Recipient	Project Title	Project Description	Eligible Project category	Total Project Cost	Funds (GTF) Spent	Completed
						(Yes/No/Ongoing)
						(Yes/No/Ongoing)
						(Yes/No/Ongoing)
						(Yes/No/Ongoing)

<sup>1</sup>For the 2014 *Annual Report* this means the amount reported as unspent by the *Recipient* at December 31, 2013 as reported in the 2013 *Annual Expenditure Report* (as defined under the First Agreement).

**2. Project Outcomes.**

The Outcomes Report shall outline, in a manner to be provided by AMO, the degree to which investments in each project are supporting progress towards achieving:

- (a) Beneficial impacts on communities of completed Eligible Projects; and
- (b) Enhanced impact of Funds as a predictable source of funding.

**3. Asset Management Outcomes.**

On a date and in a manner to be determined by AMO, the Recipient will provide a report to AMO demonstrating that Asset Management Plans are being used to guide infrastructure planning and investment decisions and how Funds are being used to address priority projects.

## SCHEDULE E

### COMMUNICATIONS PROTOCOL

1. **Purpose.** The provisions of this Communications Protocol apply to all communications activities related to any Funds and Eligible Projects. Communications activities may include, but are not limited to, public or media events, news releases, reports, web articles, blogs, project signs, digital signs, publications, success stories and vignettes, photo compilations, videos, advertising campaigns, awareness campaigns, editorials, award programs, and multi-media products.
2. **Information Sharing.** The Recipient agrees to provide AMO with upfront information on planned Eligible Projects and Eligible Projects in progress on an annual basis, in an electronic format deemed acceptable by AMO, by March 31. Information will include, at a minimum: Eligible Project name, Eligible Category, Eligible Project description, total budgeted federal contribution (gas tax) and anticipated start date.
3. **Project Signage**
  - 3.1 The Recipient may have a sign recognizing its contribution to Eligible Projects.
  - 3.2 At Canada's request, the Recipient will install a federal sign to recognize federal funding at Eligible Project site(s). Federal sign design, content and installation guidelines will be provided by Canada.
  - 3.3 Where the Recipient decides to install a permanent plaque or other suitable marker with respect to an Eligible Project, it must recognize the federal contribution to the Eligible Project and be approved by Canada.
  - 3.4 The Recipient is responsible for the production and installation of Eligible Project signage, or as otherwise agreed upon.
  - 3.5 The Recipient agrees to inform AMO of signage installations, in a manner determined by AMO.
4. **Media Events and Announcements for Eligible Projects**
  - 4.1 The Recipient agrees to have regular announcements of Eligible Projects that are benefitting from the Funds that may be provided by Canada. Key milestones may be marked by public events, news releases and/or other mechanisms.
  - 4.2 Media events and announcements include, but are not limited to, news conferences, public announcements, official events or ceremonies, and news releases.
  - 4.3 Canada, AMO or the Recipient, may request a media event or announcement.
  - 4.4 Media events and announcements related to Eligible Projects will not occur without the prior knowledge and agreement of AMO, Canada and the Recipient. AMO as administrator will ensure prior knowledge and agreement of other signatories to the Canada-Ontario-AMO-Toronto Agreement.

- 4.5 Canada, AMO or the Recipient in requesting a media event or an announcement will provide at least 21 working days' notice to the Parties of their intention to undertake such an event. The event will take place at a date and location that is mutually agreed to by the Recipient, AMO and Canada. The AMO, Canada and the Recipient will have the opportunity to participate in such events through a designated representative. Each participant will choose its designated representative.
  - 4.6 The conduct of all joint media events, announcements and products will follow the Table of Precedence for Canada as outlined at the current Government of Canada website.
  - 4.7 All joint communications material related to media events and announcements must be approved by Canada and recognize the funding of all contributors.
  - 4.8 All joint communications material must reflect Canada's policy on official languages and the federal identity program.
5. **Program Communications**
- 5.1 The Recipient may include messaging in its own communications products and activities with regards to the use of Funds.
  - 5.2 When undertaking such activities, the Recipient will provide the opportunity for AMO and Canada to participate and will recognize the funding of all contributors.
  - 5.3 Canada and AMO agree that they will not unreasonably restrict the Recipient from: (i) using, for its own purposes, public communications products related to the Funds prepared by Canada or AMO ("**Communication Products**") or, (ii) linking to web-based Communication Products.
  - 5.4 Notwithstanding Section 4 of Schedule E, Canada retains the right to meet its obligations to communicate information to Canadians about the use of Funds through communications products and activities.
6. **Operational Communications**
- 6.1 The Recipient is solely responsible for operational communications with respect to the Eligible Projects, including but not limited to, calls for tender, construction and public safety notices. Operational communications as described above are not subject to the federal official languages policy.
  - 6.2 The Recipient will share information promptly with Canada and AMO should significant emerging media or stakeholder issues relating to an Eligible Project arise. AMO will advise Recipients, when appropriate, about media inquiries received by it concerning an Eligible Project and, when appropriate, other signatories to the Canada-Ontario-AMO-Toronto Agreement will advise the Recipient about media inquiries, concerning an Eligible Project.
7. **Communicating Success Stories.** The Recipient agrees to communicate with Canada and AMO for the purposes of collaborating on communications activities and produces

including but not limited to Eligible Project success stories, Eligible Project vignettes, and Eligible Project start-to-finish features.

8. **Advertising Campaigns.** Recognizing that advertising can be an effective means of communication with the public, the Recipient may, at its own cost, organize an advertising or public information campaign related to the use of the Funds or the Eligible Projects. However such a campaign must respect the provisions of this Agreement. In the event of such a campaign, the Recipient agrees to inform Canada and AMO of its intention, and to inform them no less than 21 working days prior to the campaign launch.