



**Township of Woolwich
Committee of the Whole**

Revised Agenda

Tuesday, December 5, 2023

7:00 p.m.

Council Chambers - Hybrid with YouTube Livestream

24 Church Street West, Elmira ON, N3B 2Z6

Chair: Councillor Evan Burgess

Pages

1. Public Resolution to Move into Closed Session - (5:30 P.M.)

That the Council of the Township of Woolwich convenes in closed session on Tuesday, December 5, 2023 at 5:30 p.m. in accordance with section 239 (2) of the Municipal Act, 2001, for the purposes of considering the following:

- a. Educating or training the members (Climate Change Training Session);
- b. Personal matters about an identifiable individual, including municipal or local board employees (Personnel Matter); and
- c. A proposed or pending acquisition or disposition of land by the municipality or local board, and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board. (Property Matter).

2. Public Resolution to Reconvene in Open Session (7:00 P.M.)

That Council reconvenes in open session.

3. Land Acknowledgement

4. Disclosures of Pecuniary Interest

5. Items to Come Forward from Closed Session

6. Public Meetings

7. Presentations

7.1 Downtown Elmira Business Improvement Area (BIA) Community Improvement Plan (CIP) Update to Council

1

Presenter: Dana Costello, Downtown Elmira BIA Board

8. Delegations

Instructions for Delegations

1. You have a maximum of 7 minutes to speak unless Council or the Clerk has set a different time. There will be a timer on the screen and you will hear a warning when you have 1 minute and when your time is up.
2. Once you are finished, please wait for questions of clarification from Council. When there are no more questions for you, please turn your microphone and camera off again (virtual participants) or return to your seat (in-person participants). You may remain for the rest of the meeting or leave when you want.
3. Council discussion and debate will start when all questions of clarification have finished.

8.1 Proposed Legislation to Reverse Previous Decisions on Municipal Official Plans/Official Plan Amendments

56

8.1.1 Delegate: Tom McLaughlin, Thomasfield Homes

61

7 minutes

8.1.2 Delegate: Sheena Campbell, peopleCare Communities

66

7 minutes

8.1.3 Delegate: Mike Puopolo, Polocorp Inc.

69

7 minutes

8.1.4 Delegate: Vaughn Bender, Schlegel Urban Developments

72

7 minutes

8.1.5 Delegate: Mike Gilles, 1604962 Ontario Inc.

7 minutes

8.1.6 Written Submissions Received in the Municipal Clerks Office

8.1.6.1 S. Martin

79

8.1.6.2	D. Martin	82
8.1.6.3	Polocorp on Behalf of Green Horizons Sod	92

9. Unfinished Business

10. Consent Items

Items listed under the Consent Agenda are considered routine, and are enacted in one motion in order to expedite the meeting. However, any Council member may request one or more items to be removed from the Consent Agenda for separate discussion and/or action.

Resolution:

That the following consent items be approved and received for information:

10.1 Items for Approval

10.1.1	IS23-2023: Levying of Maintenance and Report Preparation Costs for Municipal Drain No. 11	93
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Recommendation:

That the Council of the Township of Woolwich, considering Report IS23-2023 respecting the Levying of Maintenance and Report Preparation Costs for Municipal Drain No. 11, give the attached by-law first, second and final reading.

10.2 Items for Information and Public Notices

10.2.1	Memo: Integrity Commissioner – Annual Report	101
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11. Items Pulled From the Information Package

11.1	Letter from Extend-A-Family Requesting Council’s Endorsement of Ontario Disability Support Program (ODSP) Rate Increase Motion	105
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12. Staff Reports and Memos

12.1	<i>A09-2023: Transfer Payment Agreement for Rural Economic Development (RED) Program</i>	108
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Recommendation:

That the Council of the Township of Woolwich, considering Report A09-2023 respecting the Transfer Payment Agreement for Rural Economic Development (RED) Program, authorize the Mayor and Clerk to enter into an agreement with the Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA) for funding under the RED program, as attached to this report.

12.2	A13-2023: Project 25 (P25) Voice Radio Service Level Agreement	169
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Recommendation:

That the Council of the Township of Woolwich, considering Report A13-2023 respecting the Project 25 Voice Radio Service Agreement :

1. Approve and support the Corporation of the Township of Woolwich entering a joint P25 Voice Radio Service Level Agreement with the Regional Municipality of Waterloo Police Services Board, the Region of Waterloo, and the Corporations of the City of Kitchener, City of Cambridge, City of Waterloo, and the Townships of North Dumfries, Wellesley, and Wilmot, subject to the satisfaction of the Township Solicitor.
2. That the Mayor and Clerk be authorized to sign the Service Level Agreement on behalf of the Corporation of the Township of Woolwich and any other documents related to this project, subject to the satisfaction of the Township Solicitor.

12.3	F17-2023: Fees and Charges – 2024	223
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Recommendation:

That the Council of the Township of Woolwich, considering Report F17-2023 respecting Fees and Charges – 2024, adopt the By-laws attached as Attachment 1, 2, and 3 to establish fees and charges for general Township services, planning services, and building services.

12.4	F19-2023: Purchasing By-law Update	286
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Recommendation:

That the Council of the Township of Woolwich, considering Report F19-2023 respecting Purchasing By-law Update adopt the Purchasing By-law as per Attachment 1.

13. Other Business

13.1 2024 Budget Schedule

13.2 Council Reports/Updates

13.3	Outstanding Activity List as of Thursday, November 30, 2023	306
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14. Notice of Motion

15. **Adjournment**

Resolution

That the meeting adjourns.

All decisions made at a Committee of the Whole Meeting are subject to ratification at the following Council Meeting.

This meeting is being live streamed to the Woolwich Township YouTube account and a recording will be published following the meeting. Live meetings will appear on the home page once the live stream has started which may be shortly after the scheduled start time. If you don't see a live video, please be patient and try reloading the page.

To submit comments or participate in the meeting or if you have any questions about the content or outcome of this meeting, please contact the Council and Committee Support Specialist at 519-669-6004 or councilmeetings@woolwich.ca

Should you require an alternative format of any documents within this agenda package, please contact the Council and Committee Support Specialist at 519-669-6004 or councilmeetings@woolwich.ca



Woolwich Township Council,

In anticipation of the Downtown Elmira BIA's presentation on Dec 5, 2023, I want to be transparent in what our ask to Council will be.

Request:

Will the Township staff, in coordination with the Downtown Elmira BIA where applicable, take over administrative tasks pertaining to the Community Improvement Plan (CIP) grant streams, specifically relating to:

- Establishing and maintaining the Community Improvement Panel/Committee
- Annual review and selection of grant streams (aligning with community need and Township/BIA strategic goals)
- Identifying, requesting, and collection of funding sources
- Program marketing to the Community Improvement Plan Area (CIPA)
- Community/applicant support and education
- Collection of applications
- Coordination of application review and selection (by the Community Improvement Panel/Committee)
- Grant funding disbursements
- Project documentation

Included is the September 2019 approved by-law No. 62-2019, authorizing the implementation of the Downtown Elmira BIA CIP. This approved bylaw also includes the CIP itself. To make the most of our time on Dec 5th, 2023, I encourage you to review the CIP.

*Please note this document was and is a flexible plan/tool. It is meant to evolve and change over time as components of it are utilized.

Sincerely,

Dana Costello, Downtown Elmira BIA Board Member

The Corporation of the Township of Woolwich

By-law No. 62-2019

A By-law to authorize the implementation of a Community Improvement Plan (Elmira BIA)

WHEREAS the Council of the Corporation of the Township of Woolwich wishes to implement a Community Improvement Plan (Elmira BIA), prepared by Stempski Kelly.

WHEREAS on September 10, 2019, the Council of Woolwich passed a motion providing direction to enact the subject by-law;

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

1. That the Township of Woolwich implement the Elmira BIA Community Improvement Plan, prepared by Stempski Kelly, in the form attached hereto as Schedule A.

This by-law shall come into full force and effect on the date it is passed.

FINALLY PASSED AND ENACTED this 10th day of September, 2019.



Mayor



Deputy Clerk

SCHEDULE A

Elmira's
**COMMUNITY
IMPROVEMENT PLAN**

July 2019 - DRAFT FINAL



*Elmira***BIA**
Business Improvement Area



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Acknowledgement

Township of Woolwich Community Members

Participants from the Township of Woolwich, for participating in the Community Improvement Plan 2019 process.

Elmira Business Improvement Area Board

Jon Clay - (Chair) SOS Physiotherapy
Steve Pond - Elmira Vacuum and Electrical
Dana Costello - Property Owner
Christine Aberle (Treasurer) - The Window Box

Stempski Kelly Associates Inc.

Sean Kelly, Stasia Stempski, Melissa Barker,
Amy Purvis, Katie Shkut, Megan Thomas, Kim Beech

Table of Contents

Executive Summary.....	1
Section 1.0: Background Review & Inventory.....	3
1.1 Introduction	4
Town of Elmira	
Characteristics	
1.2 CIP Foundations	6
What is a CIP	
Town of Elmira's CIP & Community Improvement Plan	
Areas	
Legislation & Provincial Policy	
Official Plan Policy	
Other Plans, Policy & Strategies	
Interpretation	
1.3 Public Consultation	11
Initial Public Consultation Session - ...2019	
Design Workshop Session - March 4th, 2019	
Section 2.0: Goals & Objectives.....	18
Section 3.0: Community Improvement Plan.....	19
3.1 Leadership Programs.....	20
3.2 Financial Incentive Programs.....	22
3.2.1 Approach & General Requirements	
3.2.2 Façade Improvement Grant/Loan	
3.2.3 Signage Grant	
3.2.4 Landscape Improvement Grant	
3.2.5 Building Improvement Grant/Loan	
3.2.6 Energy Efficiency Retrofit Grant/Loan	
3.2.7 Design & Study Grant	
3.2.8 Accessibility Grant	
3.2.9 Public Art Grant	
3.3 CIP Budget & Financing.....	33
3.4 Wellington Waterloo Community Futures.....	34

Section 4.0: Implementation.....	36
4.1 Implementation.....	37
4.2 Monitoring & Evaluation.....	38
4.3 Marketing.....	40
Conclusion.....	41
Appendix.....	42
Draft Façade Application Form Example	
Public Meeting Ads	
Downtown Elmira Map - Core Area vs BIA Boundary	

List of Figures

Maps

Map 1: Township of Woolwich and Population Centres

Map 2: Downtown Elmira CIPA

Tables

Table 1: Boundary Exercise Results

Table 2: CIP Program Highlight Results

Table 3: Monitoring & Evaluation Criteria

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Executive Summary

The Downtown Elmira BIA Community Improvement Plan intends to support and activate improvements, rehabilitation or renovation of lands, buildings or public spaces within the \Community Improvement Project Area, which is in effect, the Business Improvement Area for Elmira. This is the first Community Improvement Plan for the Township, commissioned and prepared for the BIA. The Community Improvement Project Area, six (6) Leadership Programs, and eight (8) Financial Incentive Programs were all informed through several public meetings, input and reviews.

This Plan is intended to be a flexible tool for change rather than a rigid document. It is also intended to be a proactive plan for community revitalization and renewal and economic improvements. Continual review and evaluation of the CIP and the programs will aid the Township and BIA to remain current with program use and needs of the community.

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Section 1.0:
Background Review & Inventory



1.1 Introduction

Elmira

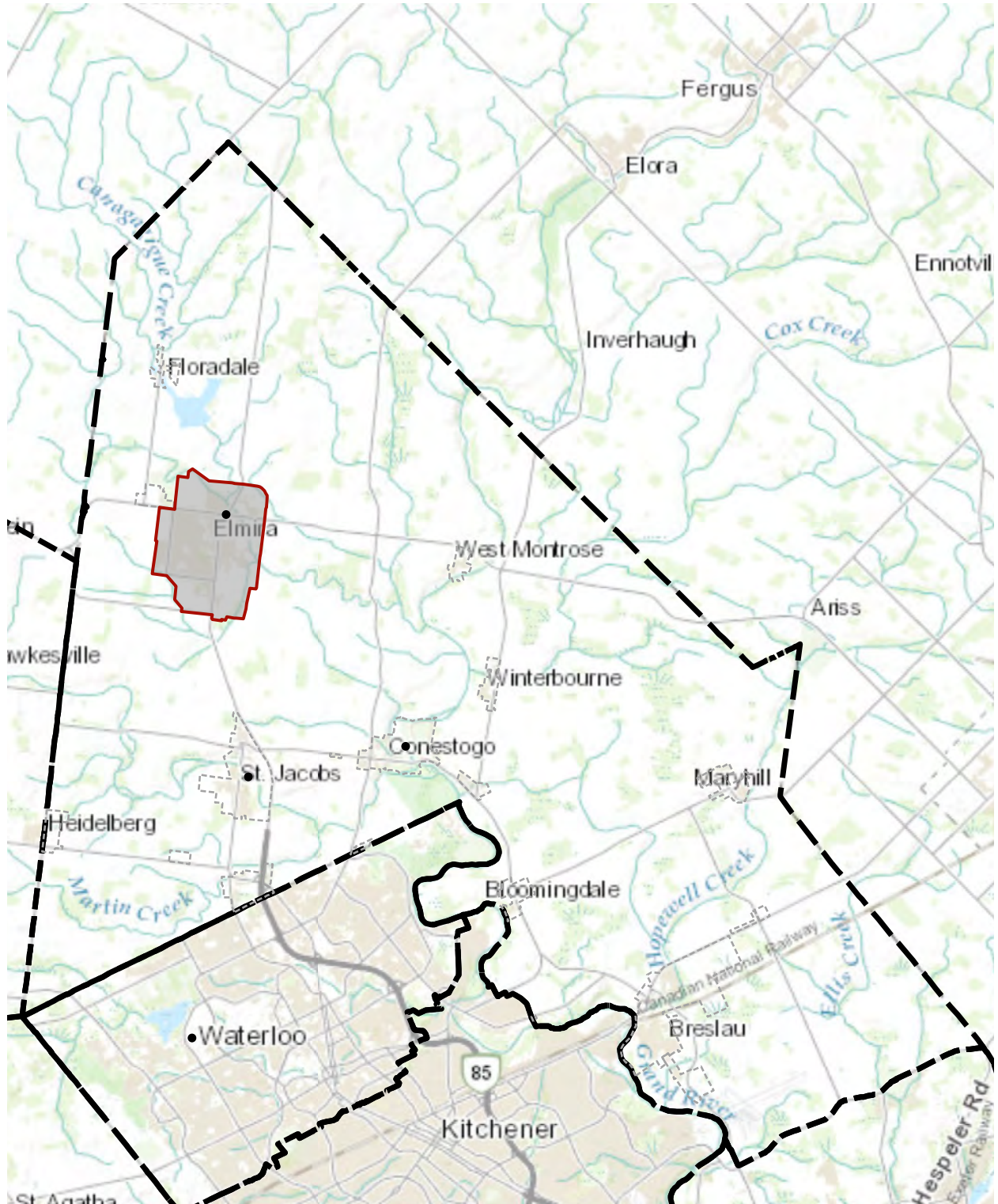
The community of Elmira is located within the Township of Woolwich, north of the City of Waterloo, within the Region of Waterloo. Elmira is the largest community within the township, and is one of two urban centres. The town has a population of 10,161 (2016).

Characteristics

Elmira is located approximately 17 km northwest of Kitchener-Waterloo, in between the Conestoga River and the Grand River, just south of the Woolwich Reservoir. The town is easily accessible as it is intersected by Highway 86 and Highway 21. Highway 21 connects south to Highway 85 leading into St. Jacobs and further south into the City of Waterloo.

Elmira is known for their locally grown produce, and maple syrup. The surrounding landscape is characterized by agricultural land. Elmira is home to a large population of Old Order Mennonites, and traditional horse and buggy transportation is common on local roads. In the summer months local roads are lined with farm stands selling locally grown produce. Every year during the month of April Elmira hosts their Maple Syrup Festival. The event draws in visitors from across Ontario, each year creating the communities largest influx of population.

Map 1: Township of Woolwich and Population Centres



1.2 CIP Foundations

What is a CIP

A Community Improvement Plan (CIP) acts as a municipal planning tool, that outlines supporting programs and financial incentives to improve, rehabilitate, or renovate buildings, land, or public spaces that are in need of repair. Townships/Municipalities may designate one or more Community Improvement Plan Areas (CIPA's), pending they meet criteria as outlined in the Planning Act and The Corporation of the Township of Woolwich Official Plan. The CIP process described below takes into account legislative requirements prescribed under sections 17 and 28 of the Planning Act. Specifically, the purpose of the CIP is to:

Define an appropriate community improvement area;

- a) Develop financial incentives to promote private sector investment and redevelopment; and
- b) Plan physical improvements within the project area designed to lead and stimulate private sector investment and redevelopment.

Overall, an approved Community Improvement Plan adopts programs/grants that enable financial incentives to encourage improvements, upgrades, and/or redevelopment within the approved CIP areas. Financial incentives assist businesses with their property redevelopment and ensures properties meet Building Code and Fire Code requirements. Several CIP's across Ontario have been implemented, with the common goals to:

- Highlight and improve local needs and priorities;
- Facilitate change;
- Stimulate economic growth; and
- Assist property/building owners with repair, rehabilitation, and redevelopment projects.

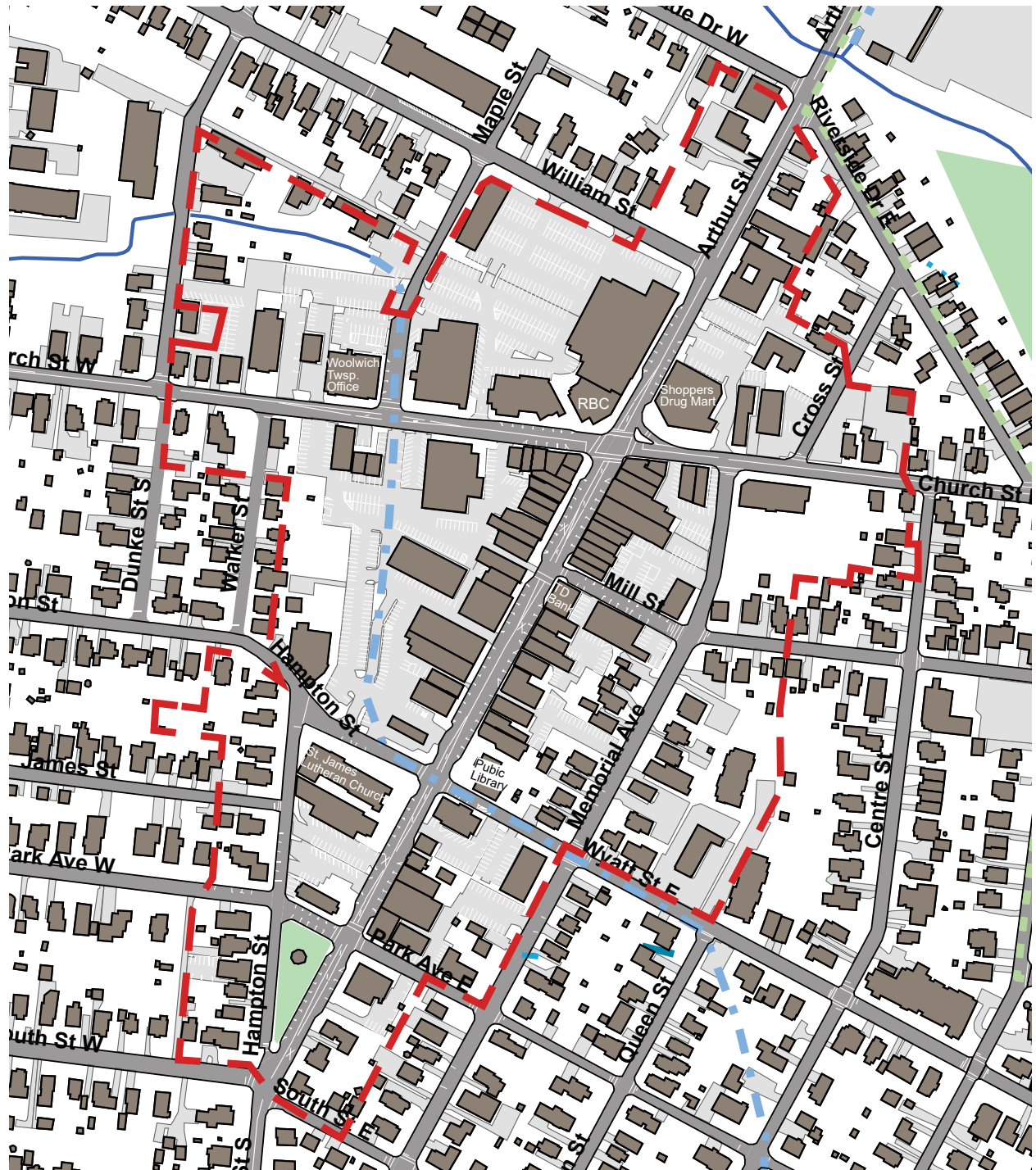
Town of Elmira's CIP & Community Improvement Project Area (CIPA)

The community of Elmira's initial step in developing a CIP begins with establishing a Community Improvement Project Area(CIPA). The establishment of the community of Elmira's CIP will be challenged by the ownership and implementation by the Township of Woolwich, in conjunction with support from the Elmira Business Improvement Area (BIA).

Through community consultation, the public indicated there was strong support to use the existing BIA boundary as the proposed CIPA, with limited desire to modify those boundaries. However, the Township has an existing core land use area which includes proposed boundaries by the public. Therefore, the CIPA will be a culmination of the existing Elmira BIA boundary and core land use area. Pending the outcome and success of the initial CIP and programs, the CIPA boundary could be expanded at a future Plan review. The CIPA for Elmira is on the following page, Map 2. The area subject to the CIP will include only those lands designated as Community Improvement Project Areas (CIPA) as defined by the boundary in Map 2.

Map 2:

Downtown Elmira CIPA



Legend

- Community Improvement Project Area

Legislation & Provincial Policy

Section 28 – Planning Act

Section 28 of the *Planning Act* allows municipalities within provisions in their official plans, relating to community improvement, to designate a “community improvement project area” by-law and prepare and adopt a community improvement plan for the specified area. Once the community improvement plan has been adopted, subsequently enacting the plan, the Township may exercise authority under Section 28(6), (7) or (7.2) of the *Planning Act* and Section 365.1 of the *Municipal Act, 2001*, with the exception provided in Section 106(3) of the *Municipal Act, 2001* applying.

According to Section 28(1), the *Planning Act* defines;

A “community improvement project area” is defined as: “a municipality or an area within a municipality, the community improvement of which in the opinion of the council is desirable because of age, dilapidation, overcrowding, faulty arrangement, unsuitability of buildings or for any other environmental, social or community economic development reason”, and

“Community improvement” as “the planning or replanning, design or redesign, resubdivision, clearance, development or redevelopment, construction, reconstruction and rehabilitation, improvement of energy efficiency, or any of them, of a community improvement project area, and the provision of such residential, commercial, industrial, public, recreational, institutional, religious, charitable, or other uses, buildings, structures, works, improvements or facilities, or spaces therefore, as may be appropriate or necessary”.

Adoption and designation of CIP area(s) permits the Township of Woolwich to:

- i) Acquire, hold, clear, grade or otherwise prepare land for community improvement (Section 28(3) of the *Planning Act*);
- ii) Construct, repair, rehabilitate or improve buildings on land acquired or held by it in conformity with the community improvement plan (Section 28(6));
- iii) Sell, lease, or otherwise dispose of any land and buildings acquired or held by it in conformity with the community improvement plan (Section 28(6)); and
- iv) Make grants or loans, in conformity with the community improvement plan, to registered owners, assessed owners and tenants of land and buildings within the community improvement project area, and to any person to whom such an owner or tenant has assigned the right to receive a grant or loan, to pay for the whole or any part of the eligible costs of the community improvement plan (Section 28(7)).

Section 28(7.1) of the *Planning Act* specifies that the eligible costs of a community improvement plan for the purposes of Subsection 28(7) may include costs related to environmental site

assessment, environmental remediation, development, redevelopment, construction and reconstruction of lands and buildings for rehabilitation purposes or for the provision of energy efficient uses, buildings, structures, works, improvements or facilities.

Section 28(7.3) of the *Planning Act* specifies that the total of all grants and loans made in respect of particular lands and buildings under Section 28(7) and (7.2) of the *Planning Act* and tax assistance provided under Section 365.1 of the *Municipal Act*, 2001 in respect of the land and buildings shall not exceed the eligible cost of the community improvement plan with respect to those lands and buildings. The incentive programs contained in Section 4.0 of this Plan contain safeguards to ensure this legislative requirement is met.

Section 365.1 – Municipal Act, 2001

Section 365.1(2) and (3) of the *Municipal Act*, 2001 allows municipalities to pass a by-law providing tax assistance to an eligible property in the form of a deferral or cancellation of part or all of the taxes levied on that property for municipal and education purposes during the rehabilitation period and the development period of the property, both as defined in Section 365.1 (1) of the *Municipal Act*, 2001. Section 365.1 of the *Municipal Act*, 2001 operates within the framework of Section 28 of the *Planning Act*. A municipality with an approved community improvement plan in place that contains provisions specifying tax assistance will be permitted to provide said tax assistance for municipal purposes.

Official Plan Policy

Township of Woolwich's Official Plan (OP) outlines the enabling policies in Chapter 18.0, relating to community improvement areas. The Township Council may designate the whole or partial area(s) as a community improvement project area. Once the Community Improvement Plan is in effect, for the purpose of carrying out a Community Improvement Plan, the Township of Woolwich may provide grants or loans to registered owners and tenants of lands and buildings within the Community Improvement Project Area, and to any person to whom such an owner or tenant has assigned the right to receive a grant or loan, to pay for the whole or any part of the cost of rehabilitating such lands and buildings in conformity with the Community Improvement plan.

Chapter 12 of the OP outlines policies relating to heritage preservation. The Township will support the works and objectives of the Waterloo Regional Heritage Foundation, will consider supporting the efforts of public or private agencies in acquisition, restoration, or conservation of significant heritage resources, will consider passing by-laws under the Provincial legislation to prevent the demolition or alteration of building and structures of historical or architectural value, and all development within the Township must conform to the Heritage Conservation policies of Chapter 6 of the Regional Official Policies Plan.

The former Elmira Post Office at 69 Arthur Street South and the Band Stand within Gore Park are located within the Elmira BIA CIP boundary and are designated under part 1V of the Ontario Heritage Act under the Region. There are no heritage designated properties within the Elmira BIA or CIPA boundary under the Township of Woolwich Municipal Heritage Register.

Interpretation

“Applicant” is an individual who seeks assistance through the incentive programs.

“Community Improvement Plan” means a plan for the community improvement of a community improvement project area.

“Community Improvement Project Area” means a municipality or an area within a municipality, the community improvement of which, in the opinion of Council, is desirable because of age, dilapidation, overcrowding, faulty arrangement, unsuitability of buildings or for any other environmental, social or community economic development reason.

“Improvement” means a reconstruction, rehabilitation, enhancement of the façade or signage, addition, or other improvement of a structure or open space.

“Qualified Person” is an individual who meets the qualifications prescribed in Ontario Regulation 153/04 as amended from the Planning Act.

“Redevelopment” means either the demolition of existing buildings unfit for occupancy and their replacement with new buildings, or the restoration of buildings or properties.

“Rehabilitation” includes any efforts that result in the productive reuse of lands and/or buildings within the Community Improvement Project Area.

“Official Plan” means a comprehensive long range plan for land use which guides growth and land use change in a municipality.

“Proponent” means the owner or their heirs, successors or assignees of a property located in the Community Improvement Project Area.

“Tax Increment” refers to the increase in taxes, or tax increment and is calculated by subtracting the municipal portion of property taxes before reassessment from the municipal portion of property taxes after reassessment. A municipality may provide any proportion of the increment for any length of time their council deems is appropriate. The tax increment does not include any increases/decrease in municipal taxes due to a general tax rate increase/decrease, or a change in assessment for any other reason.

“Zoning” a designated area of land use.

1.3 Public Consultation

Initial Public Consultation Session - March 4th, 2019

Overview

The first public consultation session occurred on March 4th, 2019 at the Township of Woolwich Administrative Office. There were 12 participants, plus a few councilors. The goal of the initial meeting was to reveal the value of a CIP to the participants and how they can contribute to the overall community. Additionally, the session was designed to gather input about downtown Elmira’s community strengths, weaknesses, opportunities and threats (SWOT), where participants envision the CIPA boundary to be, CIP programs, and to gather data to inform plausible guidelines related to style, themes, and vision for the Elmira community.

CIPA Boundary Exercise



Results

Participants comments and input have been summarized and consolidated into the following map above. Six participants provided a boundary, where seven other participants agreed the existing Elmira BIA boundary should be the CIPA.

SWOT Analysis (Strength, Weakness, Opportunity & Threat)

The SWOT analysis revealed positive and negative aspects of the downtown core; many comments surrounded safety, economic potential or loss, and the lack of street trees and vegetation. The following charts provide an overall summary of the strengths, weaknesses, opportunities, and threats.

Table 1: S.W.O.T. Results

Strength	Weakness
<ul style="list-style-type: none"> - Wall art - Public library is easily accessible - Free public parking - Memorial fountain and bandstand - LCBO and Beer Store in the downtown core - Park land, green space, and programming - Old KFC lot vacant land opportunity 	<ul style="list-style-type: none"> - Not enough on Church St. to draw foot traffic to businesses - Not enough outdoor public space with seats and tables to spend time at - Difficult for pedestrians to cross streets - Sidewalks are too narrow - No snazzy places to dine in town - Too many bargain and second hand stores - No grocery stores in the north end - Freiburger parking lot is wasted use - Access to off street parking - Consistent look across all downtown - View of brick wall on arrival to downtown - Poor sidewalk conditions on both sides of Arthur Street - Parking maps for individuals - Streetscape is not attractive, lacking mix of businesses - Easy access to parking lots with cars and buggies - Sidewalks/walkways needs inviting walkways up and down both side of the street (Church Street and Park Street) - Not enough trees and greenery downtown, planters are not enough - Cycling route- unclear how/where to cycle safely through or around town - Not enough parkland in the core area

Opportunities	Threats
<ul style="list-style-type: none"> - Murals on the side of KK Cafe, Horse Barn, and Sip & Bite building - Streets Eats and Drinks - Smaller scale wayfinding for small sites and business's off the main streets - Expand and invest in farmers market - Need Molok bins for waste - Green roofs and solar roofs - Trees/shrubs/grasses to indicate neighbourhood - Hampton Street needs to have a wider sidewalk and buggy safe - Lots of room for farmers market, art fairs, and flea markets etc. - Beautification of parking lots/decrease amount of hardscape - Extend Wyatt Street sidewalk to Walker Street - Add a short crossing on Hampton Street - Add recycling oppurtunites, benches, and places to rest by expanding sidewalks - Brass plaques on old trees (Library, Walker & Hampton, etc.) - Natural and built features - Second story window boxes with flowers in business stores - Alley ways: pedestrian walkway, overhead sign, cafe, bicycle parking - Limit Arthur Street Parking to customers 	<ul style="list-style-type: none"> - Bird poop - Deteriorating Brick/Paint - Sidewalks and crosswalks: interlocking brick condition - Unsafe crossing for pedestrians around the library - Parking lots: heat sink and run-off - High speed traffic through the downtown (trucks) - LCBO and Beer Store leaving the downtown core - Relocating convience stores downtown and on the outskirts of town

Visual Preference Survey Exercise

As part of the 'opportunities' exploration exercises, participants were shown 97 slides related to community improvement, which included three main categories with subcategories:

1. Streetscape Elements (Greening, Banners, Site Furnishing, Public Art, Seating, Receptacles, Bike Parking);
2. Façades (Front & Side, Awnings, Signage, Store Front Greening); and
3. Themes

Participants ranked each image on a scale of one to four (one less favourable to four most favourable). Images deemed most favourable by community participants were captured and are to be used to aid the preparation of community design guidelines informing both streetscape and facade improvements for Elmira.

CIP Program Highlight Exercise

The CIP Program Highlight exercise outlined potential program descriptions in three categories, aesthetic/design, development/construction, and study/plan development. Participants were then asked to indicate what programs they felt would 1) be good for Elmira, 2) not good for Elmira, and 3) good, but in the future. The last section of the chart also asked if the participant would benefit by the program, not benefit, or they knew someone who would benefit. Many of the program descriptions were voted as being favourable (1), and very few were a tied vote or unfavourable (2). Table 3 outlines the results for the program highlight exercise. The green outline highlights the highest vote for 1) be good for Elmira, the red outline highlights 2) not good for Elmira, and the yellow outline highlights tied votes between 1 and 2. The category 3) good, but in the future received few votes and was never the highest vote.

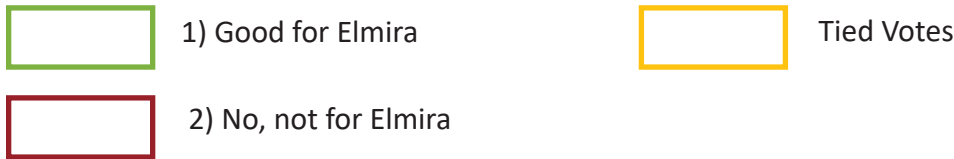


Table 2: CIP Program Highlight Results
Aesthetic/Design Programs

Program Description	Would this be a good initiative for Elmira?			Would this be a good initiative for you personally?			
	Yes	No	Yes, but in future	Yes	No	No, but someone I know would benefit	Not Applicable
• Financial assistance towards rehabilitation, restoration and improvement of the front, rear, and/or side façades of commercial, institutional, and mixed-use buildings.	12	1	1	9	0	1	3
• Various facade funding categories, depending on façade size.	10	1	2	8	0	1	4
• Financial assistance towards landscaping around the front of buildings and overall improvement of the street edge. Can include delineation of space, plant material, planters, driveway ingress/egress, plant bed strips, etc.)	13	0	1	8	1	0	3
• Financial assistance to improve, upgrade, or replace signage. Can include ground signs and/or building façade signs.	11	1	1	10	0	1	2
• Financial assistance to improve, upgrade, develop or replace parking lots.	9	3	2	6	0	1	5

Development/Construction Programs

Program Description	Would this be a good initiative for Elmira?			Would this be a good initiative for you, personally?			
	Yes	No	Yes, but in future	Yes	No	No, but someone I know would benefit	Not Applicable
• Financial assistance to retrofit, improve, or convert existing buildings. The intention is to spur adaptive re-use, intensification, or redevelopment.	12	1	1	7	1	1	3
• Financial assistance to improve the energy efficiency of existing buildings. Can include energy use, water use, or waste production.	10	2	1	3	4	1	3
• Financial assistance to improve the accessibility of an existing building.	12	2	0	4	1	4	4

Study/Plan Development Programs

Program Description	Would this be a good initiative for Elmira?			Would this be a good initiative for you, personally?			
	Yes	No	Yes, but in future	Yes	No	No, but someone I know would benefit	Not Applicable
• Financial assistance to off costs to prepare professional design studies and/or drawings that are required by the Township.							
○ Architectural Drawings	10	1	3	2	0	2	5
○ Engineer Drawings (civil, electrical, etc.)	10	2	1	2	0	2	5
○ Environmental Studies	8	3	2	2	1	1	5
○ Building Code or Fire Code Retrofit Drawings	8	3	2	1	1	2	5
○ Site Plan Drawings	9	1	4	3	0	1	5
○ Design Studies	9	1	4	3	0	1	5

Themeing Exercise

Participants were given seven themes with images and key words that could potentially embody downtown Elmira during the VPS survey. They included: 1) Progressive, Agriculture, Contemporary, Harvest , 2) Rustic, Heritage, Farming, Family, Local, 3) Family Friendly, Community, Gathering, Playful, 4) Urban, Business, Fast-paced, Modern, 5) Locally Produced, Farmers Market, Street Life, Festive, 6) Rustic, Festive, Syrup, Orchard, Harvest Time, Togetherness, and 7) Artisans, Wood, Locally Made, Home Grown, Pride.

Based on a ranking system scale of one to four (one less favourable to four most favourable), the most preferred theme was #5, then #3, and #2.

Most Preferred



Second Preferred



Third Preferred



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Section 2.0:
Goals & Objectives



2.1 Goals & Objectives

Goals

Downtown Elmira's Improving the Public Realm Plan goals include:

1. To provide incentives for businesses to enhance their building's presentation to the public;
2. To stimulate pride in Elmira's downtown;
3. To contribute to the overall enhancement of Elmira as a place for family friendly businesses;
4. To encourage the revitalization of vacant, underutilized and/or inaccessible properties and buildings;
5. To inspire, support, and encourage new businesses and economic development; and
6. To provide a commitment to the applicants.

Objectives

Downtown Elmira's Improving the Public Realm Plan objectives include:

1. To provide an incentive for private investment through the use of Township assisted programs, (eg. tax incentives, grants, loans) and funding sources.
2. To provide for rehabilitation or improvement of commercial, institutional and industrial façades & buildings, through the use of Township assisted programs and funding sources.
3. To improve the physical, functional and aesthetic amenities of buildings in downtown Elmira, while stimulating private investment and revitalization.



Section 3.0:
Community Improvement Plan



3.1 Leadership Programs

What are Leadership Programs

Leadership programs are one element of a CIP and are Council initiated/undertaken by the Township and are not typically completed by the community members due to size and complexity of the potential projects. The following six (6) programs provide benefit to the community members.

Elmira Leadership Programs

1. Community Improvement Advisory Panel/Committee

A Community Improvement Advisory Panel/Committee (CIAP) is intended to consult with applicants, offering advice in preparing applications for the financial incentive programs, priority initiatives, and funding opportunities.

Initiation/Performance

Generally, the Community Improvement Advisory Panel/Committee (CIAP) is responsible for reviewing the communities' applications under the CIP financial initiative programs and for making recommendations to the Township Economic Development Officer (EDO). The Township EDO will then forward recommendations to the Township of Woolwich's Council. The Township EDO is also charged with reviewing the parameters and overall results of the CIP program and to make an annual report to Council. Applicants will be afforded an opportunity to appeal to council regarding recommendations and decisions made.

Resources and Guidelines

When reviewing applications, the Community Improvement Advisory Panel/Committee (CIAP) and Township EDO should seek guidance from the Township's senior managers related to finance and taxes, public works, building code compliance, fire code compliance, and recreation.

Priority/Timing: Immediate (2019-2020)

2. Marketing Communications and Promotion Strategy

The Marketing and Communications Promotion Strategy is intended to support the Township in considering the development of a CIP page on the Township website, newsletter, brochures or other promotional materials to educate landowners about the programs.

Initiation/Performance

The assigned Township staff member(s) may create a committee to engage this program. The assigned Township staff member(s) will forward its recommendations to the Township of Woolwich Council.

Priority/Timing: Immediate (2019-2020)

3. Urban Design Guidelines

Design Guidelines can be used to design a coordinated public realm, consistent with an overall community theme, and help the Township champion for compatible 'new development' and facade improvements at time of development agreement/site plan.

Initiation/Performance

The assigned Township staff member(s) will undertake investigation into the feasibility of design guideline development for the Township of Woolwich. The assigned Township staff member(s) will then forward its recommendations to the Township of Woolwich Council.

Priority/Timing: Short (1-2 yrs)

4. Streetscape, Pedestrian Crossing and Roadway Improvements

This program supports the Township undertaking capital improvements to the streetscapes, roadways and crossings as part of revitalization efforts in the Township CIPAs.

Initiation/Performance

The assigned Township staff member(s) will identify and review opportunities for projects under this program and for making recommendations. The assigned Township staff member(s) will then forward its recommendations to the Township of Woolwich Council.

Priority/Timing: Ongoing to short (1-2 yrs)

5. Open Space Improvement

The intent of the Open Space Improvement Township leadership program is to investigate and promote improvement to playgrounds, parks, trails and open space; including the creation and/or improvement of interpretive signage and wayfinding signage to such community assets and destinations.

Initiation/Performance

The assigned Township staff member(s) will identify and review opportunities for projects under this program and make recommendations. The assigned Township staff member(s) will then forward its recommendations to the Township of Woolwich Council.

Priority/Timing: Ongoing

6. Gateway Signage and Signage Improvement

The intent for the Gateway Signage and Signage Improvement leadership program is to champion the development of gateway signage/features into the downtown(s); including Township wayfinding signage and interpretive signage for the core areas.

Initiation/Performance

The assigned Township staff member(s) will identify and review opportunities for projects under this program and make recommendations. The assigned Township staff member(s) will then forward its recommendations to the Township of Woolwich Council.

Priority/Timing: Short (1-2 yrs) to medium (2-5 yrs)

3.2 Financial Incentive Programs

3.2.1 Approach & General Requirements

Approach

Financial Incentive Programs offer individual landowners and tenants assistance with improvements to buildings and properties, which also aim to stimulate private sector investment and development. Each of the following incentive programs outline the intent and function of the grants or loans. Additionally, the programs aim to support the goals and objectives outlined in the Plan as a means of stimulating the economy and investment.

Program funding is to be provided through the annual budget and approved by Council. The amount of available funding may be different annually, informed by demand (the number of applicants the year prior) and the annual dedicated amount. Applicants are expected to read and understand program details and contact the Township to receive funding availability. Monitoring and evaluating the programs will also inform funding allocation as the CIP is active for a few consecutive fiscal cycles.

General Requirements

The general requirements are applied to the financial incentive programs found within this CIP. The following list is not a complete and final list of requirements, rather the Township reserves the rights to request, include, or apply additional conditions as necessary per property or application basis.

General

- A. Incentive programs contained in this Plan are applicable to properties within the designated Community Improvement Plan Areas.
- B. Programs are only deemed active once Council has approved this Plan and approved budget allocation per program.

For Applicants

- C. Applicants are to complete a program application form and submit to the Township.
- D. The applicant is responsible to ensure they are in compliance with all zoning, by-laws, building standards, etc.
- E. The applicant is responsible for obtaining all building permits and any other required permits for the work to be done (this may require drawings to be prepared by appropriate architectural/engineering professionals).
- F. The applicant is responsible for conformance with all applicable health and safety standards.
- G. Applicants who are not the property owner, must receive written approval from the landowner/property owner and provide the approval to the Township.
- H. The applicant agrees to maintain the project to which grants/loans supports.

- I. The applicant also agrees to maintain the improvement.
- J. The purchase of local products and services is encouraged where possible, local businesses should be given first opportunity to supply goods and services for this program.
- K. Work initiated or completed prior to adoption of this CIP or program applications are not eligible. Applications must be submitted and approved prior to commencing work.
- L. The applicant must include plans, estimates (minimum 2), contracts, reports, costs, and additional details to the Township. The Township may require additional information, depending on the program and scale of work proposed.
- M. If additional financial funding sources (federal, provincial grants, etc.) are contributing to proposed works, the applicant must declare the additional funding available on their CIP program application. CIP grants or loans may be reduced.
- N. Applicants are eligible to apply to one or more programs under this Plan, unless otherwise stated, but two programs may not be used to assist with the same costs/proposed works.
- O. Costs more than the maximum grant and loan shall be the responsibility of the applicant.

Township Role

- P. The process will be managed by the assigned Township staff (eg. Chief Building Official, planner, economic development, etc.) as well as recommendation from the Community Improvement Advisory Panel/Committee.
- Q. The Community Improvement Advisory Panel/Committee will review the application and make a recommendation to the assigned Township staff within sixty (60) days.
- R. If applicants default on the general terms or program requirements, the Township may delay, reduce, or cancel the approved grant/loan, and require repayment of the grant/loan.
- S. Township contributions will be issued only after the project is completed and approved
- T. Before a Township cheque is issued for either the grant or loan, the applicant must submit proof of payment for approved eligible completed work.

Once Approved

- U. As the availability of loan and grant amount for each year may be limited – loans and grants will be awarded on a first-come, first-served basis.
- V. If approved, a Financial Assistance Agreement will be drafted between the successful applicant and Township.
- W. When the work is completed, a statement with supporting invoices shall be submitted to the Township upon which the work will be inspected by the Township and if approved, a “completion notice” will be issued upon which the financial assistance will be initiated.
- X. Funding approval will lapse if completion is not issued within eight months of the date of execution of the Financial Assistance Agreement. The assigned Township staff may grant an extension of up to four (4) months following receipt of a written response by the owner setting out the reasons for the extension and providing a new date of completion.

3.2.2 Façade Improvement Grant/Loan

Purpose

This program provides financial incentives to promote the rehabilitation, restoration, and improvement of the front, rear, and/or side façades of commercial, industrial, or institutional buildings.

Description & General Terms

The Façade Improvement Loan and Grant Program is available in the Community Improvement Area as shown in Map 2 through the provision of financial assistance to eligible owners/applicants. Applicants may choose to apply for either the Grant or Loan Program, or both simultaneously.

What Can be Done

Applicants are eligible to apply for program funding, pending compliance with the general requirements and funding availability as approved by Council. The following building façade restoration and improvements are eligible for a grant or loan under this program:

1. Redesign of the store front.
2. Restoration of original façade appearance.
3. Repainting or cleaning of the façade and those parts of the building visible from adjacent streets or public areas.
4. Restoration of façade masonry, brickwork or wood and metal cladding.
5. Replacement or repair of cornices, eaves, parapets and other architectural features.
6. Replacement or repair of windows & doors.
7. Replacement or repair of canopies and awnings.
8. Entrance-way modifications including provisions to improve/provide barrier-free accessibility, improvements should be in line with AODA standards.
9. Replacement or repair of signage and/or installation of appropriate new or refurbished signage. This includes signage that is fixed to the buildings face. Signage replacement and/or installation is only permitted through Township approval.
10. Installation, repair or conversion of exterior lighting on the façade.
11. Such other similar improvements to the building exterior as may be approved by the CIAP, assigned Township staff and Township's Chief Building Official (as needed).

Loan:

- To qualify for an interest free loan the total costs of the improvements must exceed \$5,000.
- The applicant is eligible for an interest free loan of 1/3 (33%) of the improvement costs to a maximum of \$5,000. The interest free loan is repayable, non-interest bearing loan with a maximum amortization of five (5) years commencing immediately upon issuance of a completion notice of the approved project.
- The loan will be secured through a lien placed against the title of the property.
- Loan payments will be deferred for 6 months after the advancement of the funds. Full

payment may be made at any time with no penalty. The loan is also transferable to successors in title provided the new owner meets the eligibility criteria and agrees to the terms and conditions of the loan.

- Demolition permits may not be issued for the building unless the loan has been paid in full.

Grant:

- The Township will cover 1/3 (33%) of eligible costs up to a maximum grant of \$3,000.
- Before a Township cheque is issued for either the grant or loan, the applicant must submit proof of payment for approved eligible completed work.
- Costs more than the maximum grant and loan shall be the responsibility of the applicant.
- Successful applicants will enter into an agreement with the Township which will outline the specific terms of the loan/grant program.

Who is Eligible

- Registered owners, assessed owners and tenants of lands and buildings, and any person to whom such an owner or tenant has assigned the rights for the subject property.
- Only commercial, industrial, or institutional properties are eligible for Façade Improvement Loan and Grant funding.
- Township staff will review property tax records. Property owners who are in arrears of property taxes, local improvement charges or any other municipal accounts receivable on the subject property are not eligible to receive the loan and grant.
- Applicants are permitted to apply for both the Loan and Grant Programs simultaneously.
- Outstanding work orders (building, fire, zoning, etc.) must be satisfied prior to funding approval.

Applying is Easy

Township Role

Prior to approving a façade loan and/or grant, Township staff may need to inspect the building to review the condition of the façade and the proposed improvement.

3.2.3 Signage Grant

Purpose

This program applies to the rehabilitation, upgrades, replacement or new commercial permanent ground signage.

Description & General Terms

The Signage Grant Program is available in the Community Improvement Area as shown in Map 2 through the provision of financial assistance to eligible owners/applicants.

What Can be Done

Applicants are eligible to apply for program funding, pending compliance with the general requirements and funding availability as approved by Council. The following signage improvements are eligible for a grant under this program:

1. Upgrades or replacement of existing ground signage.
2. Installation of new ground signage.
3. Signage lighting.

All improvements and new signage should follow the design guidelines.

The program only applies to permanent ground signs. Signs attached or supported by a building or structure are not eligible.

Grant:

- The Township will cover 50% of eligible costs up to a maximum grant of \$1,500.
- Before a Township cheque is issued, the applicant must submit proof of payment for approved eligible completed work.
- Costs exceeding the maximum grant value shall be the responsibility of the applicant.
- Successful applicants will enter into an agreement with the Township which will outline the specific terms of the grant program.

Who is Eligible

- Registered owners, assessed owners and tenants of lands and buildings, and any person to whom such an owner or tenant has assigned the rights for the subject property.
- Only commercial properties are eligible for signage grant funding.
- Township staff will review the property tax record. Property owners who are in arrears of property taxes, local improvement charges or any other municipal accounts receivable on the subject property are not eligible to receive the grant.
- Outstanding work orders (building, fire, zoning, etc.) must be satisfied prior to funding approval.

3.2.4 Landscape Improvement Grant

Purpose

This program applies to hard and soft landscaping on commercial, institutional, and mixed-use properties, with emphasis on the public street edge. Eligible improvements can include plant material, improved parking areas, driveway ingress/egress, decorative walls, and planting strips/beds.

Description & General Terms

The Landscape Improvement Grant Program is available in the Community Improvement Area as shown in Map 2 through the provision of financial assistance to eligible owners/applicants.

What Can be Done

Applicants are eligible to apply for program funding, pending compliance with the general requirements and funding availability as approved by Council. The following landscape improvements are eligible for a grant under this program:

1. Plant & vegetation removals or clean up.
2. Plant material and planting strips.
3. Curbing or decorative walls.
4. New or upgrades to existing lighting. Lighting must not be attached to the building.
5. Construction of a new outdoor patio or the expansion/upgrades to an existing outdoor patio.
6. Improvements or alterations to parking areas and property ingress/egress points.

Grant:

- The Township will cover 50% of eligible costs up to a maximum grant of \$2,500.
- Before a Township cheque is issued for the grant, the applicant must submit proof of payment for approved eligible completed work.
- Costs exceeding the maximum grant value shall be the responsibility of the applicant.
- Successful applicants will enter into an agreement with the Township which will outline the specific terms of the grant program.

Who is Eligible

- Registered owners, assessed owners and tenants of lands and buildings, and any person to whom such an owner or tenant has assigned the rights for the subject property.
- Only commercial or institutional properties are eligible for landscape grant funding.
- Township staff will review property tax records. Property owners who are in arrears of property taxes, local improvement charges or any other municipal accounts receivable on the subject property are not eligible to receive the grant.
- Outstanding work orders (building, fire, zoning, etc.) must be satisfied prior to funding approval.

3.2.5 Building Improvement Grant/Loan

Purpose

The intent of the Building Improvement Grant/Loan is to assist with existing building improvements, to meet the current Building Code, improve accessibility, and to provide for safe and usable eligible spaces. These improvement projects can include structural repairs to walls, ceilings, floors, and foundations, repair/replacement/installation of plumbing, electrical, HVAC, and fire protection systems, interior restoration and design, improvements to accessibility for people with disabilities, as approved by the Township.

Description & General Terms

The Building Improvement Grant/Loan Program is available in the Community Improvement Area as shown in Map 2 through the provision of financial assistance to eligible owners/applicants. Applicants may choose to apply for either the Grant or Loan Program, or both simultaneously.

As part of its annual budget council will determine the maximum allocation to be made available to this program under this Community Improvement Plan for the current year.

What Can be Done

Applicants are eligible to apply for program funding, pending compliance with the general requirements and funding availability as approved by Council. The following building restoration and improvements are eligible, but not limited to, for a grant or loan under this program:

- Repair/replacement of roof.
- Structural repairs to walls, ceilings, floors and foundations.
- Repair/replacement of windows and doors.
- Installation/upgrading of fire protection systems.
- Water/flood/weatherproofing.
- Extension/upgrading of plumbing and electrical services.
- Required improvements to heating and ventilation systems.
- Other similar repairs/improvements related to health and safety issues, may be approved by the CIAP, Economic Development and Township's Chief Building Official (as needed).

Loan:

- The program loans up to 50% of the eligible, costs up to a maximum grant of \$3,500. The interest free loan is repayable, non-interest bearing loan with a maximum amortization of three (3) years commencing immediately upon issuance of a completion notice of the approved project.
- The loan will be secured through a lien placed against the title of the property.
- Loan payments will be deferred for 6 months after the advancement of the funds. Full payment may be made at any time with no penalty. The loan is also transferable to successors in title provided the new owner meets the eligibility criteria and agrees to the terms and conditions of the loan.
- Demolition permits may not be issued for the building unless the loan has been paid in full.

Grant:

- The Township will cover 50% of eligible costs up to a maximum grant of \$2,000. The grant will be processed upon receipt of additional permit fees and issuance/approval of permits, variances or development charges.
- Proposed works must comply with all applicable By-Laws, codes and guidelines.
- Township contributions will be issued only after the project is completed and approved.

Who is Eligible

- Only commercial properties are eligible for grant funding.
- Applicants for the Building Improvement Grant/Loan may be the registered owners, assessed owners and tenants of lands and buildings, and any person to whom such an owner or tenant has assigned the rights for the subject property.
- Township staff will review property tax records. Property owners who are in arrears of property taxes, local improvement charges or any other municipal accounts receivable on the subject property are not eligible to receive the grant/loan.
- Outstanding work orders (building, fire, zoning, etc.) must be satisfied prior to grant approval.

3.2.6 Energy Efficiency Retrofit Grant/Loan**Purpose**

This program is intended to promote and encourage existing property owners to upgrade structural, electrical or other utilities with the intended purpose of improving the energy efficiency of commercial, mixed-use, or institutional buildings.

Description & General Terms

The Energy Efficiency Retrofit Grant Program is available in the Community Improvement Areas as shown in Map 2 through the provision of financial assistance to eligible owners/applicants.

What Can be Done

Applicants are eligible to apply for program funding, pending compliance with the general requirements and funding availability as approved by Council. The following energy efficiency improvements are eligible for a grant and loan under this program:

1. Replacement of existing heating or central air-conditioning systems with Energy Star systems.
2. Replacement of doors, windows, and skylights with Energy Star units.
3. Replacement of existing hot water systems with energy efficient systems.
4. Upgrades to insulation in attics, exterior walls, basements, and crawl spaces.
5. Installation of small-scale renewable energy generation systems.
6. Similar improvements maybe approved, but applicant must demonstrate how proposed works improve building energy efficiency. Approval is at the discretion of the Township and CIAP.

Applicants who have applied for a façade improvement grants/loan and/or the building improvement loan, will not be eligible for the energy efficiency grant/loan, where there is an overlap or duplication of proposed work and improvements.

Applicants will need to demonstrate the efficiency improvements or potential results from the proposed works (ie. current energy bills, comparison of old vs. new units/ systems, etc.).

Grants and loans will be provided on a one-time basis to each applicant and approved project.

Loan:

- The program loans up to 50% of the eligible, costs up to a maximum grant of \$3,000. The interest free loan is repayable, non-interest bearing loan with a maximum amortization of three (3) years commencing immediately upon issuance of completion notice of the approved project.
- The loan will be secured through a lien placed against the title of the property.
- Loan payments will be deferred for 6 months after the advancement of the funds. Full payment may be made at any time with no penalty. The loan is also transferable to successors in title provided the new owner meets the eligibility criteria and agrees to the terms and conditions of the loan.
- Demolition permits may not be issued for the building unless the loan has been paid in full.

Grant:

- The Township will cover 50% of eligible costs up to a maximum grant of \$1,500. The grant will be processed immediately upon receipt of the fees by the Township. Permit fees are payable at the time of issuance of permits, variances or development charges with the Community improvement Area.
- Proposed works must comply with all applicable By-Laws, codes and guidelines.
- Township contributions will be issued only after the project is completed and approved.

Who is Eligible

- Registered owners, assessed owners and tenants of lands and buildings, and any person to whom such an owner or tenant has assigned the rights for the subject property.
- Only commercial, industrial, or residential properties are eligible for Energy Efficiency Retrofit Grant/Loan funding.

3.2.7 Design & Environmental Study Grant

Purpose

This program provides financial assistance to prepare professional architectural/engineering drawings, site plan control drawings, and design studies.

Description & General Terms

The Design Study Grant Program is available in the Community Improvement Areas as shown in Map 2 through the provision of financial assistance to eligible owners/applicants.

- The Township will cover 50% of eligible costs up to a maximum grant of \$2,500.
- Studies and drawings must comply with all applicable By-Laws, policies, codes and guidelines.
- Electronic and hard copy of all studies and drawings must be submitted to the Township for review and official records.

What Can be Done

The following studies are eligible for a grant under this program:

- Architectural/engineering drawings;
- Site plan drawings;
- Design studies;
- Environmental plans/studies; and,
- Structural analyses.

Who is Eligible

- Registered owners, assessed owners and tenants of lands and buildings, and any person to whom such an owner or tenant has assigned the rights for the subject property.
- Only commercial, industrial or institutional properties are eligible for funding.
- Township staff will review property tax records. Property owners who are in arrears of property taxes, local improvement charges or any other municipal accounts receivable on the subject property are not eligible to receive funding.
- Outstanding work orders (building, fire, zoning, etc.) must be satisfied prior to funding approval.

3.2.8 Accessibility Grant

Purpose

To assist with the removal of barriers and increase accessibility for people with disabilities in Elmira.

Description & General Terms

This Accessibility Grant Program supports improvements to private property in order to meet the Ontario's accessibility laws and standards.

- The Township will cover 50% of eligible costs of improvements up to a maximum grant of \$2,500 per project and/ or property.

What Can be Done

The following examples are eligible for a grant under this program:

- Ramps
- Elevators

- Lifts
- Automatic door openers
- Any other improvements that improve accessibility and remove barriers, as approved by the Township of Woolwich.

Who is Eligible

- Only commercial properties are eligible for grant funding.
- Applicants for the Accessibility Grant may be the registered owners, assessed owners and tenants of lands and buildings, and any person to whom such an owner or tenant has assigned the rights for the subject property.
- Township staff will review property tax records. Property owners who are in arrears of property taxes, local improvement charges or any other municipal accounts receivable on the subject property are not eligible to receive the grant/loan.
- Outstanding work orders (building, fire, zoning, etc.) must be satisfied prior to grant approval.

3.2.8 Public Art Grant

Purpose

The intent of the Public Art Grant Program is to encourage the inclusion of art programming such as mural work, sidewalk art, commemoration, custom site amenities, etc. It is a one-time grant for the cost of the art-related work located within approved areas of community improvement project areas.

Description & General Terms

The Public Art Grant Program is available in the Community Improvement Area as shown in Map 2 through the provision of financial assistance to eligible owners/applicants.

- The maximum grant amount that an applicant can receive for a public art project is limited to \$2,500. The Township will pay up to 100% of the eligible costs up to the maximum of \$2,500.

What Can be Done

The following eligible costs associated with the public art projects include:

- application fees;
- preparation of building/area to receive art installation;
- service/ product fabrication of art work; and,
- installation charges of proposed art work.

Who is Eligible

- Registered owners, assessed owners and tenants of lands and buildings, and any person to whom such an owner or tenant has assigned the rights for the subject property.
- Only commercial, industrial or institutional properties are eligible for funding.
- Township staff will review property tax records. Property owners who are in arrears of property taxes, local improvement charges or any other municipal accounts receivable on the subject property are not eligible to receive funding.
- Outstanding work orders (building, fire, zoning, etc.) must be satisfied prior to funding approval.
- Proposed works must comply with all applicable By-Laws, codes and guidelines.

3.3 CIP Budget & Financing

BUDGET & FINANCING

Through the power of partnerships between private owners, and the Township, these programs offer potential to create change. Generally, the goal of these programs is to breathe new life into rural communities, make more opportunities to develop skills, and improve access to healthful lifestyles.

The Township will establish an annual budget for the related grants, loans and leadership projects. The annual budget amount and distribution among the programs is at the discretion of the Elmira CIP advisory committee. The programs should be reviewed annually on an as-required basis, and may be subject to fund replenishment through repayment of the loan portion of the loan and grant program(s). Availability of funding will also fluctuate, depending on annual budgets and program participation. There may be potential additional funding from OMAFRA's Rural Economic Development (RED) program and the Ministry of Tourism and Culture.

3.4 Wellington Waterloo Community Futures

For those businesses located in the Elmira CIPA and having already received formal written approval by the Township to participate in a local CIP, the specific programme offered by the Wellington Waterloo Community Futures Development Corporation is as follows:

- a) A business development fund to assist commercial and/or industrial projects related to the County's Invest Well priority three: improve buildings and infrastructure. If approved to receive grant funds from a member municipal CIP, the applicant will automatically be approved to receive funding to put towards upfront and/or matching costs related to the approved grant. The funds will be loaned at a 3% rate on a 5-year term.

Terms:

- Proof of Municipal CIP approval
- Unsecured Business Loans up to \$20,000
- 3% Interest Rate
- Simple Application Process
- Flexible Repayment Terms
- Personal Guarantee Required

Requests over \$20,000 must be approved by WWCFDC and secured. For further information, please visit www.wwcf.ca.

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Section 4.0:
Implementation



4.1 Implementation

Authority

This Community Improvement Plan will be implemented through the provisions of Section 28 of the Planning Act, Section 365.1 of the Municipal Act 2001 and Section 10.B.6-10.B.8 of the Region of Waterloo Official Plan.

Council of the Township of Woolwich passed By-Law _____ being a By-Law to designate the Community Improvement Project Area respecting the redevelopment, revitalization, prosperity and beautification of downtown Elmira.

Delegation

The overall implementation of the grant and loan programs, including liaison with the Ministry of Municipal Affairs and Housing, shall be the responsibility of the assigned Township staff member(s) of the Township of Woolwich.

Administration

The grant and/or loan programs will be administered on a first come, first served basis to the limit of the available funding in accordance with any administrative rules governing this and other grant or loan programs. The Township's Community Improvement Plan will be reviewed by the assigned Township staff member(s) every six (6) months to one (1) year.

4.2 Monitoring & Evaluation

Purpose

Monitoring and evaluation of the CIP is equally critical as the programs themselves. Community Improvement Plans are not intended to be rigid documents, rather they are intended to be a proactive plan for community revitalization and renewal and economic improvements. Continual review and evaluation of the CIP and the associated programs will aid the Township to remain current with program use and needs of the community.

Collect & Review Data

The financial incentive program participation, performance and changes within the public realm should be collected, documented and reviewed on a regular basis. Program participant feedback is another component to be considered in the review process. All participation and performance results should be reported back to Council annually, prior to the upcoming annual budget cycle.

Certain criteria should be recorded to ensure programs are consistently monitored and evaluated. The annual recorded evaluation criteria, per program, can include the following:

- Annual program funding value.
- Annual amount of funding distributed to applicants.
- Number of applicants & funding per application.
- Participants assessed property value or property taxes, before and after improvements.
- Annual applicant defaults/non-compliance & funding amount.

Table 3 Monitoring & Evaluation Criteria outlines monitoring and evaluation criteria that should be considered for each specific programs.

Program	Monitoring & Evaluation Criteria
Façade Improvement Grant/Loan	<ul style="list-style-type: none"> - Façade type receiving improvement (front, side, or rear) and type of proposed work; - Total value of completed work (construction costs); and - Photo documentation of improvements.
Signage Grant	<ul style="list-style-type: none"> - Type of proposed signage work (new or existing upgrade); - Total value of completed work (construction costs); and - Annual applicant defaults/non-compliance & funding amount.
Landscape Improvement Grant	<ul style="list-style-type: none"> - Type of proposed landscape improvement work (vegetation, ingress/egress, parking lot, etc.); and - Total value of work (construction costs).

Program	Monitoring & Evaluation Criteria
Building Improvement Grant/ Loan	<ul style="list-style-type: none"> - Type of proposed work (interior & exterior, structural or system related); and - Total value of completed work (construction costs).
Energy Efficiency Retrofit Grant/ Loan	<ul style="list-style-type: none"> - Type of proposed work (windows, systems, etc.); - Efficiency improvements; and - Total value of completed work (construction costs).
Design & Environmental Study Grant	<ul style="list-style-type: none"> - Type of proposed study & cost for professional services; and - Record of studies that could segue into the use of another CIP program.
Accessibility Grant	<ul style="list-style-type: none"> - Type of proposed work (ramp, elevator, lifts, etc.); and - Total value of completed work (construction costs).
Public Art Grant	<ul style="list-style-type: none"> - Type of proposed work & costs (application fee, preparation, services, etc.); and - Total value of completed work (construction costs).

Program Adjustments & Future Revisions

The financial incentive programs within this Plan can be activated or deactivated by the Township of Woolwich Council without an official amendment to this CIP. The Township may review and conduct minor changes to incentive terms and requirements within this Plan, without official amendment to this CIP. Any minor changes or discontinuation of incentives must be provided to the Minister of Municipal Affairs for information purposes.

In accordance with Section 28 of the Planning Act, any funding increases through financial incentives, new incentives, or alteration of the CIPA requires a formal amendment to this Plan.

4.3 Marketing

Primary Objective

A successful CIP requires the host Township to initiate and deliver actions, improvements, and outreach to the public. Effective communication is required to attract, deliver, and perpetuate incentive program participation and activity within the CIPA. Without communication, Township lead action, or improvements, CIP's often have limited participation from the public. The intent of this marketing chapter is to provide guidance how the Township can start advertising and outreach.

Under the leadership program Marketing Communications and Promotion Strategy, it is recommended the Township allocate budget that supports:

1. Outreach that provides the public direction how to gather information about the available programs, guidelines, application forms, and available Township assistance in regards to application submission and eligibility.
2. Promotion of the available programs, including programs with limited applications or activity.
3. Information distribution to property and business owners and the public about the Township's planned improvements to the public space.
4. Publication of success stories within the CIPA and how people have used the available programs.

Marketing Tools

The marketing campaign for the CIP needs to include print and multi-media formats. Various marketing formats are necessary to capture a diverse range of generations and users. The tools used for marketing must ensure the information is easily accessible, clear, and consistent. Marketing tools can include;

1. The Township website where the public can find basic information; how to apply, application forms, and program information. It is key that information is easy to find on the website and in a clear location. A direct link from the Township website home page could be provided at minimum for the first year of the CIP.
2. Print information, brochures, and handouts that outline the basic information, how to apply, and program information. Print information can be sent out with other annual municipal publications to properties within the CIPA.
3. An initial publication mail out that outlines the CIP and how people are able to use the incentive programs.
4. Profile highlights and media releases that outline success stories that use the incentive programs. This can be posted on line, included in program brochures, or new letters.
5. Educational sessions, workshops and seminars, outlining the process. Input from successful applications would be beneficial from other applicants.

Conclusion

Overall, Elmira's Community Improvement Plan includes CIPA for the downtown. Those private businesses located within the community improvement area are eligible for the outlined financial assistance programs, at the discretion of Council dedicated funding. The programs combined with the CIPA are intended to promote revitalization, redevelopment, new development and overall pride within the Elmira community. The success of the CIP will be dependent on the Township and BIA's activity and involvement with participation and advertising. The Township will also need to actively promote and participate with the leadership programs and activities that contribute to the overall improvement of the community.

Appendix

Draft Façade Application Form (example)

Public Meeting Ads

Downtown Elmira Map - Core Area vs BIA Boundary



Elmira BIA
Woolwich Township
 24 Church Street West,
 Elmira, ON, N3B 2Z6

Façade Improvement Loan and Grant Program Application Form

The purpose of this program is to encourage façade improvements for privately own commercial building in the Town of Elmira's Community Improvement Areas. Grant and/or loan assistance is provided in the form of an interest free loan, which is paid upon completion of the previously approved work(s). This program offers a grant or loan for eligible work to a maximum limit of \$ TBD per property. Please review the specific program terms and conditions found in the Community Improvement Plan.

Application Number (assigned by staff):	
Date Application Received:	

PROPERTY INFORMATION

Municipal Address	Street Num:	Street Name:	Unit Num:
Commercial Name (if applicable):			
Registered Plan Number:		Registered Plan Lot/ Block No.	

OWNER and APPLICATION FORM

Property Owner Information (check one)		Person(s)	Company
Registered Land Owner:	Surname:	First Name:	
Name:	(if company)	Company Officer	
Address:	Street No:	Street Name:	Unit Num:
Municipality:	Province:	Postal Code:	
Telephone:	No: ()	Fax: ()	Email:
Applicant Information (if different than Owner):			
Registered Land Owner:	Surname:	First Name:	
Name:	(if company)	Company Officer	
Address:	Street No:	Street Name:	Unit Num:
Municipality:	Province:	Postal Code:	
Telephone:	No: ()	Fax: ()	Email:

I hereby make the above application for a Façade Improvement Loan and Grant, declaring all the information contained herein is true and correct, and acknowledging the Elmira BIA & Woolwich Township will process the application based on the information provided.

Signature:	Title:
Printed Name of Signatory:	Date:

The personal information on this form is collected under the legal authority of the Planning Act, Section 2. The personal information will be used for determining your eligibility for a grant/loan. If you have any questions about the collection, **please contact the Clerk-Administrator** at _____.

DESCRIPTION OF IMPROVEMENTS

- Please provide a detailed, written description of the proposed improvements. Attach one (1) copy of a prepared sketch showing the proposed improvements.


SAMPLE


DRAFT

SUPPORTING MATERIALS, DRAWINGS & PHOTOGRAPHS

- Please attach a photograph of the existing facade/signage.
- Please provide sketches and drawings of proposed work.

Public Meeting Ads

	<p align="center">You're Invited!! Downtown Elmira BIA Community Improvement Plan Public Open House</p>
<p>Date: Monday March 4, 2019 Time: 7pm - 8:30pm Location: Second-floor Council Chambers of the Township Offices at 24 Church Street West, Elmira</p>	<p>The Downtown Elmira BIA is hosting a community open house for property owners, business owners, members of the public or other interested stakeholders to provide input towards the development of a strategic document to guide and stimulate beautification efforts and economic growth in the Downtown Elmira Business Improvement Area. The evening will be facilitated by Stempski Kelly Associates Inc. All welcome.</p>
<p align="center">All interested parties or members of the public can provide their comments in-person at the meeting or submit feedback in writing to sgoldrup@woolwich.ca. Please call 519-669-6004 for more information.</p>	

	<p align="center">You're Invited!! Downtown Elmira BIA Community Improvement Plan Public Open House</p>
<p>Date: Thursday April 11, 2019 Time: 2:30pm - 4:00pm 6:30pm - 8:00pm Format: Drop-In Location: Elmira Library, 65 Arthur St S, Elmira, ON N3B 2M6</p>	<p>The Downtown Elmira BIA is hosting the second drop-in public meeting for property owners, business owners, members of the public and other interested stakeholders to review proposed draft guidelines and provide further input on the development of a strategic document to guide and stimulate future beautification efforts and economic growth in the Downtown Elmira Business Improvement Area. Stempski Kelly Associates Inc. will facilitate the evening. All welcome.</p>
<p align="center">All interested parties or members of the public can provide their comments in-person at the meeting or submit feedback in writing to elmirabia@gmail.com. Please call 519-669-6004 for more information.</p>	

Public Meeting Notice



TOWNSHIP OF WOOLWICH

Notice Public Meeting Proposed Community Improvement Plan

TAKE NOTICE that the Elmira BIA and the Township of Woolwich will hold a public meeting on **Tuesday, June 18th, 2019** starting at 7:00 p.m. at the Township of Woolwich Council Chambers, 2nd Floor (Township Office at 24 Church Street West, Elmira, ON) to consider a Community Improvement Plan (CIP) pursuant to the provisions of the Ontario Planning Act.

The proposed CIP will assist to maintain and rehabilitate the downtown Community Improvement Area for the Elmira Community. Maps showing the exact location of the Community Improvement Area are available at the Township of Woolwich's Office.

The proposed CIP allows for eight (8) financial assistance programs to registered owners, tenants of land and buildings within the Community Improvement Area that will assist with building façade & signage improvements, building improvements and efficiency, landscape improvements, and design & environmental studies.

ANY PERSON may attend the public meeting and/or make written or verbal representation either in support of or in opposition to the proposed CIP.

If a person or public body does not make oral submissions at a public meeting or make written submissions to the Council of the Township of Woolwich before the proposed CIP is adopted, the person or public body is not entitled to appeal the decision of the Council of the Township of Woolwich to the Local Planning Appeal Tribunal.

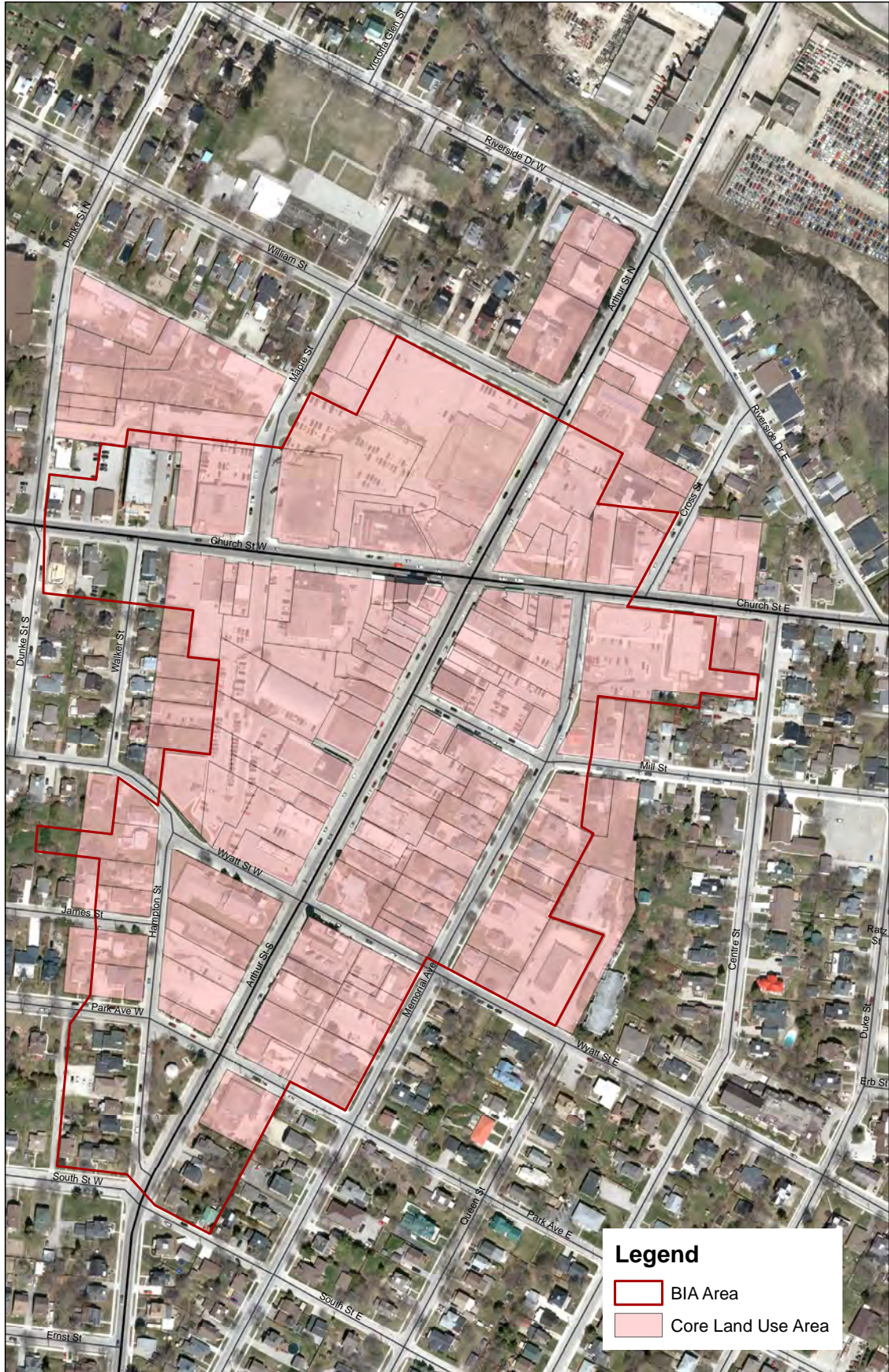
If a person or public body does not make oral submissions at a public meeting or make written submissions to the Council of the Township of Woolwich before the proposed CIP is adopted, the person or public body may not be added as a party to the hearing of an appeal before the Local Planning Appeal Tribunal unless, in the opinion of the Tribunal, there are reasonable grounds to do so.

If you wish to be notified of the adoption of the proposed CIP, you must make a written request to Micheal Marini, the Economic Development and Tourism Officer for The Township of Woolwich and such request must include the name and address to which such notice should be sent.

ADDITIONAL INFORMATION relating to the proposed CIP is available for inspection, during office hours 9:00 a.m. to 4:30 p.m. at the Township of Woolwich, 24 Church Street West, Elmira, ON, N3B 2Z6. Telephone: 519-669-1647.



Downtown Elmira Map - Core Area vs BIA Boundary



Office of the Mayor

December 5, 2023

To Hon. Paul Calandra, Minister of Municipal Affairs and Housing

Re: Proposed Legislation to Reverse Previous Decisions on Municipal Official Plans/Official Plan Amendments

Thank you for the opportunity to comment on the provincial changes to the Regional Official Plan (ROPA 6) settlement area boundaries. The Township of Woolwich settlement boundaries were extended through the Provincial approval, beyond what was proposed in the Region of Waterloo Official Plan (ROPA 6) to what was identified as the Countryside line. This resulted in approximately 1800 hectares of additional land available for development. Since the Provincial expansion, the Township has taken significant steps to implement that decision into our Township Official plan and secondary plans.

I have listened to our local community environmentalists, residents and developers. In general, the framework provided in the Regional proposal provides a good collaborative plan for our municipalities to work together. However, it constrains our ability to comprehensively plan for our communities, especially in the higher growth area of Breslau. **Therefore, I believe the better way forward is to adopt the provincial framework to extend the urban boundaries to the Countryside Line as shown on the attachments for Breslau, St. Jacobs and Elmira. That said, it is very important that the Township of Woolwich retains control over the rate of growth (while maintaining expected growth targets). Without that authority, I would revert back to the Regional Official Plan as a way to ensure staged growth.**

Breslau

The addition of approximately 1500 hectares of land to Breslau in the extended area allows the Township to cohesively plan for the future of the community. We can address, not only housing and employment expansion, but also badly needed community infrastructure, a retail core, recreation facilities, trails, transportation infrastructure and other amenities. It is important that the Township be allowed to set priorities for future studies for drainage, environmental considerations, Airport lands and a future GO station.

St. Jacobs and Elmira

St. Jacobs and Elmira had approximately 300 hectares of land added. The additional land in Elmira allows for flexibility to develop land for residential or employment with opportunities for economic development. These land additions also allow a more wholistic consideration of Elmira transportation needs. Additional land in St. Jacobs allows for additional housing, including opportunities for long-term care homes.

Staged Approach

The Township is committed to supporting intensification, complete communities, protection of environmental land and ensuring viability of agricultural land. Therefore, the Township is only supportive of the development of the additional land through a planned, staged, and phased approach. The Township has a long history of managed, staged growth which protects the Township from sprawl and ensures orderly development to meet the needs of the Township. To comprehensively plan for the future, this phased plan would ensure the growth accommodates appropriate densities, transit and active transportation, servicing and infrastructure and community uses while also maintaining the protection of environmental areas and interim agricultural uses. Without the allowance for staging policies to control growth, the expansion is not recommended. The Township

supports the additional land with the ability to control growth.

As such the Township would request that the provincially expanded boundaries be approved as it applies to the Township of Woolwich as shown on the attachments to this letter with the following modifications to the Regional Official Plan:

- That development in the Township of Woolwich shall be staged in accordance with the following and considering density and population targets:
 - That the Township identify the lands to be developed in a phased and staged manner, including approximate timelines for when the lands may be developed.
 - Servicing availability and a servicing plan.
 - To achieve the density targets in settlement areas of 45 jobs and people per hectare in Township Urban areas of Elmira and St. Jacobs and 55 jobs and people per hectare in the Breslau Urban Area.
 - That lands identified in the settlement area, but not required before 2051 may be designated but identified for further study prior to development, identified as lands for longer term growth.
- That amendments to the staging shall only take place during a Township Official Plan review process where population projections have changed, servicing changes dictate a change, or growth factors have determined a need.

In conclusion, the Township is requesting that the Minister continue with the expanded settlement boundaries to the Countryside Line only with staging and phasing policies to cohesively plan for growth. Allowing the Township to take control of the long-term planning for the area through a controlled approach will allow this municipality to plan for the needs of Woolwich and create a cohesive community for our residents.

The Township of Woolwich with the other area Municipalities has been developing a transition plan for the transfer of planning responsibilities with the proclamation of Bill 23. This will help Woolwich implement the long term vision for growth in the Township. Through this letter we are also requesting the Province proceed with the proclamation of Bill 23 or alternatively support the transition of planning delegation to area municipalities. With the delegation of planning responsibilities we also ask the Province to support the implementation of broad infrastructure servicing plans on a region-wide basis.

Yours truly,

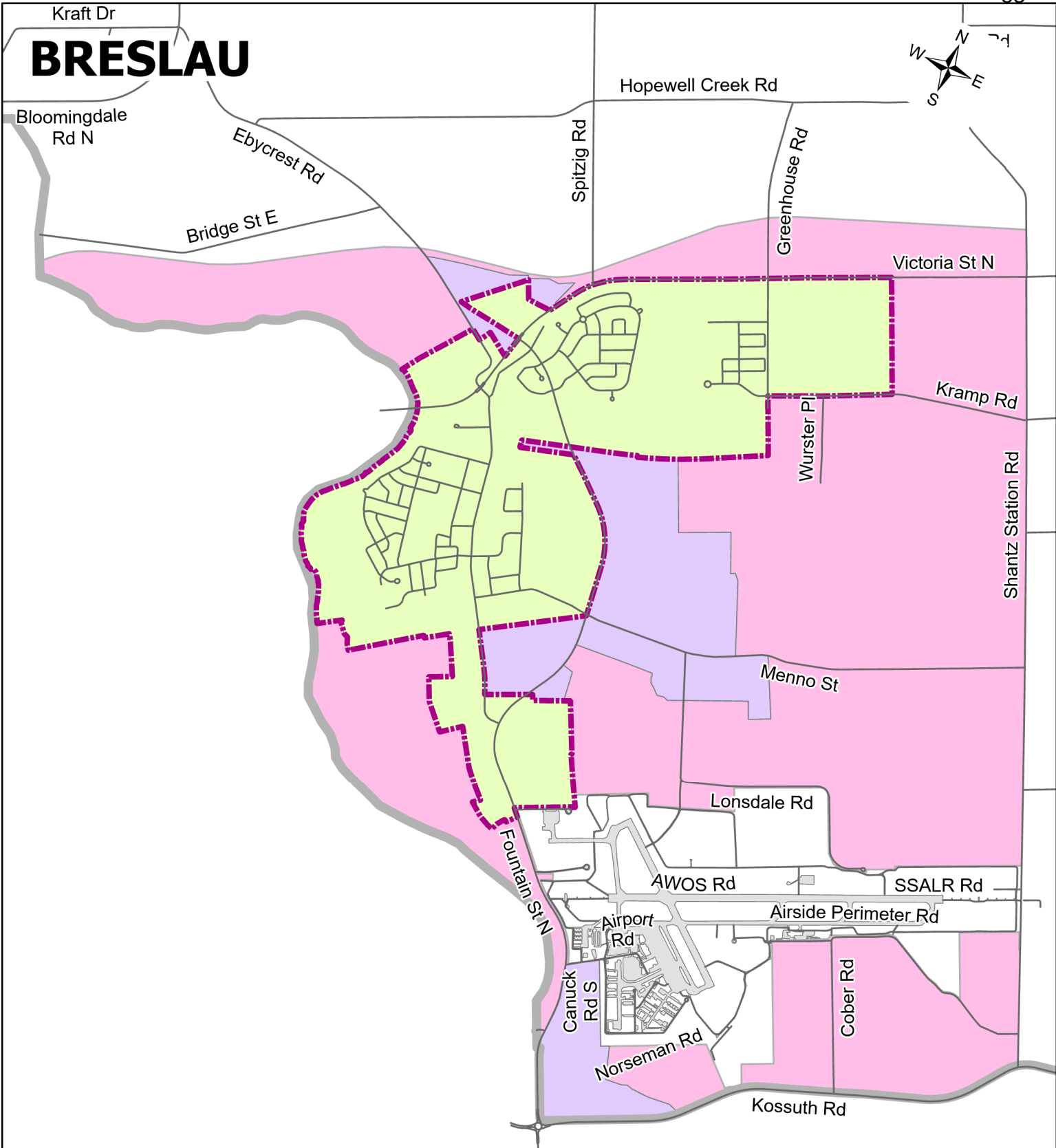
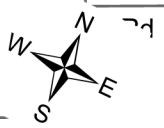
Mayor Sandy Shantz
Township of Woolwich

Attachment 1 – Breslau Settlement Boundary

Attachment 2 - St. Jacobs Settlement Boundary

Attachment 3 – Elmira Settlement Boundary

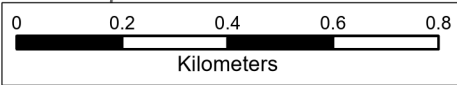
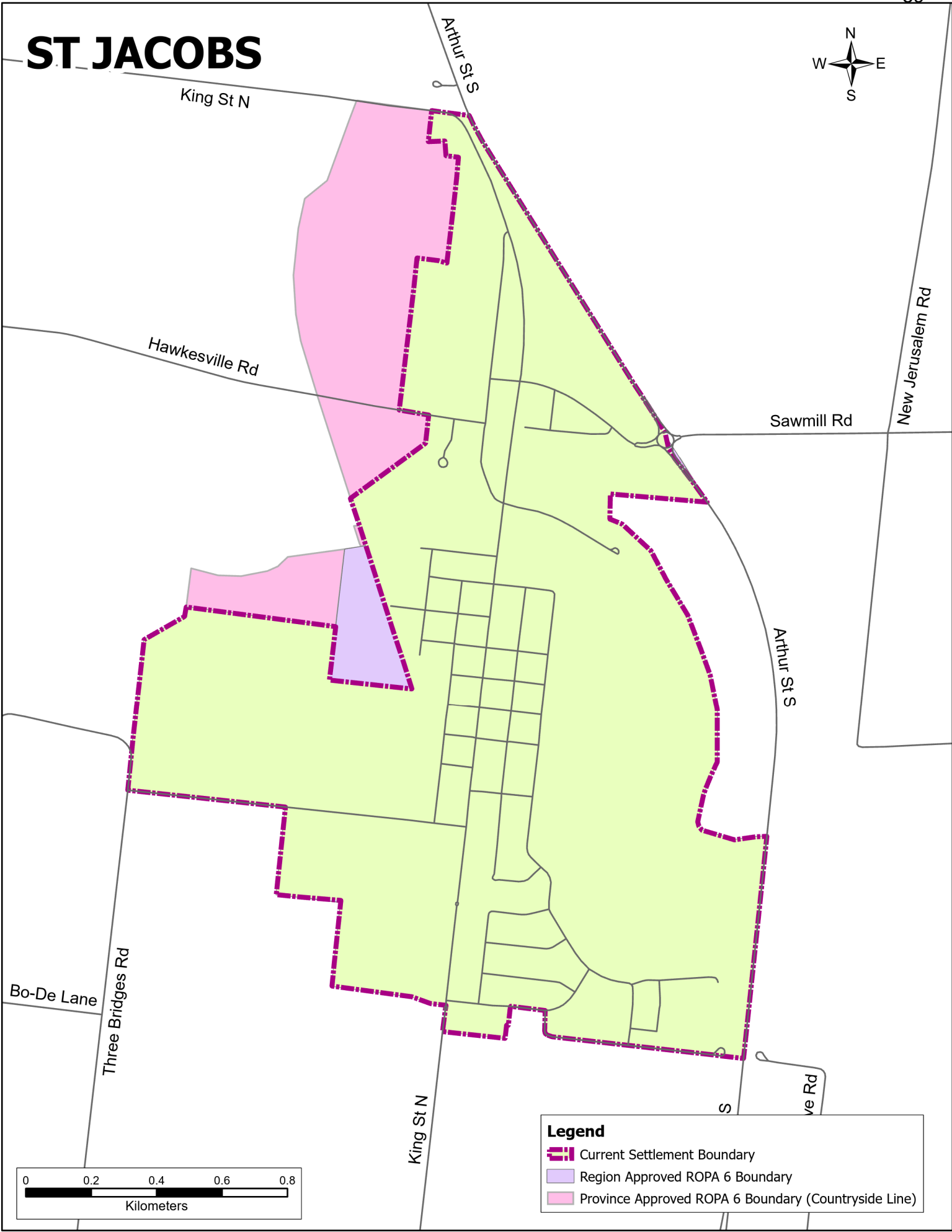
BRESLAU



Legend

- Current Settlement Boundary
- Region Approved ROPA 6 Boundary
- Province Approved ROPA 6 Boundary (Countryside Line)

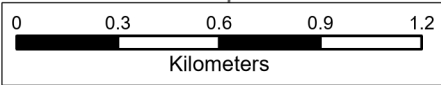
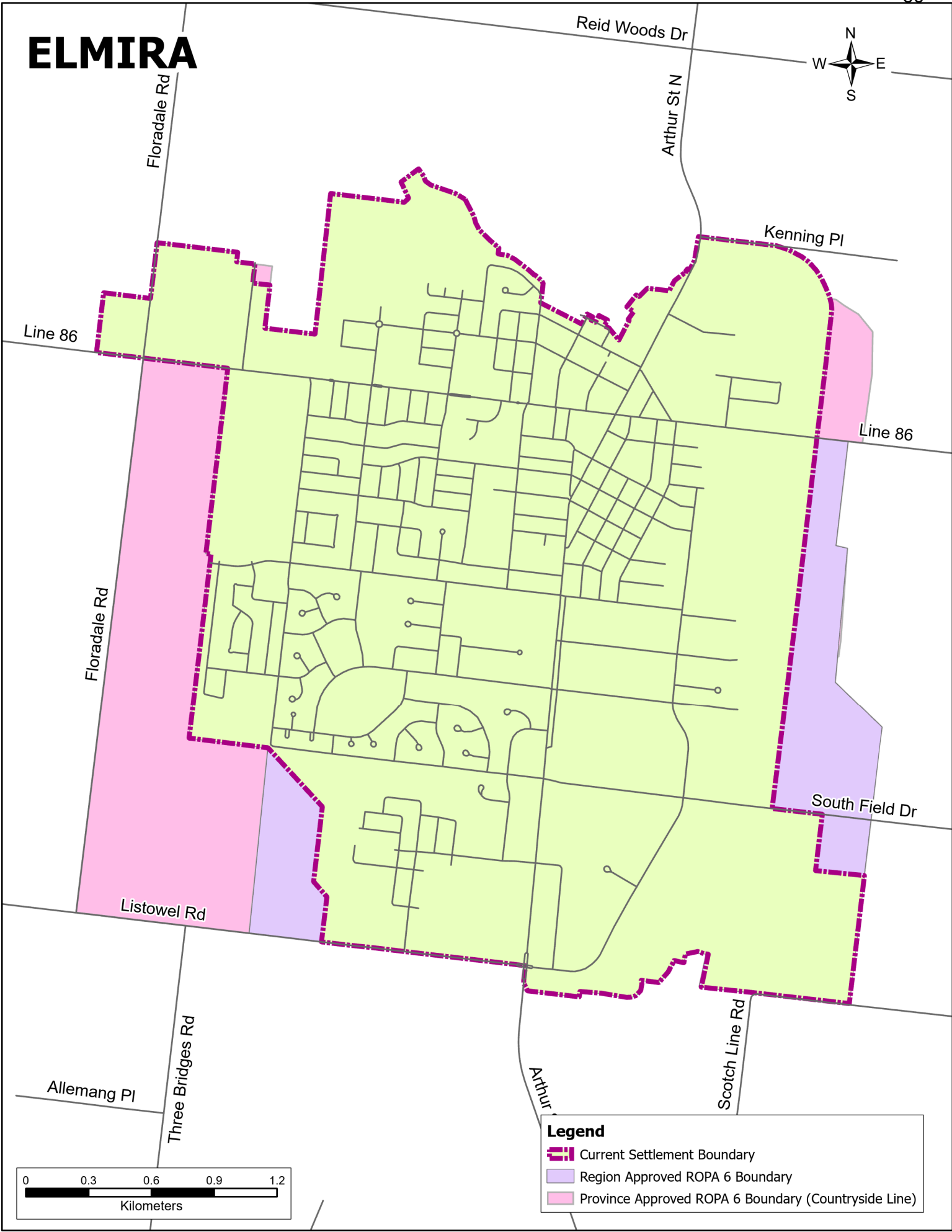
ST JACOBS






Legend

- Current Settlement Boundary
- Region Approved ROPA 6 Boundary
- Province Approved ROPA 6 Boundary (Countryside Line)

ELMIRA



Legend

-  Current Settlement Boundary
-  Region Approved ROPA 6 Boundary
-  Province Approved ROPA 6 Boundary (Countryside Line)



November 29, 2023

Mayor Shantz and Woolwich Council
24 Church Street West
P.O. Box 158
Elmira, Ontario N3B 2Z6

Re: OP Changes as per Ministers Request

Mayor Shantz,

This letter is a follow up to our letter dated November 15, 2023 and the council meeting held on November 21st, 2023.

We support the staff's memo which is to request that the minister use the Countryside line as was implemented for the Township of Woolwich on modifications on April 11, 2023 with the staffs suggested conditions. This will give staff the resources to plan for the future and to accommodate for the badly needed housing supply.

If the Township doesn't plan for local growth, the need for housing doesn't just vanish. New households will still be established, and new Canadians will continue to arrive. However, without local accommodation, these individuals will have to travel further to find affordable housing. This is evident in the rapid expansion of smaller communities over the last 10 years within the commuting distance of the Waterloo Region, such as Stratford, St Mary's, Palmerston, Arthur, and others. Ignoring the need for local growth doesn't eliminate it; instead, it forces people to commute longer distances. This not only wastes family time but also has negative environmental impacts.

Due to the high cost of housing in Woolwich, residents might consider moving to more affordable regions where their financial resources allow for a better quality of life. This trend could lead to a significant migration to locations like the western parts of Canada, known for their balanced cost of living, or even to sunbelt states in the U.S. These areas offer not only more affordable housing options but also growing job markets, appealing climates, and a promise of a more financially sustainable lifestyle for families and individuals alike.

Businesses invest in Ontario and Woolwich because they have the confidence to do so. With certainty of achievable housing removed, havoc ensues. Financial institutions will cancel project

1 of 5

financing, developers will invest elsewhere, job creation deferred or worse lost, and the housing crisis will deepen. Municipalities will not achieve their housing targets nor conform to the minimum 15-year land supply requirement of the PPS. Combined, the province's objectives to increase housing supply and choice for the people of Ontario will not be realized.

Industrial and high-tech companies are hesitant to invest in Woolwich and the Region, as the escalating housing costs in the area pose a significant barrier for their employees. This affordability crisis means that families of these potential workers find it increasingly challenging to secure suitable homes, a situation that could deter these businesses from establishing their operations in Woolwich, seeking regions with more accessible housing options for their workforce instead.

Thomasfield's involvement represents just a fraction of the area proposed for expansion. This additional area will introduce more competition, which we see as a positive development. We endorse this expansion as we believe that increasing housing supply is the key solution to addressing the housing crisis.

Thomasfield and other homebuilders and developers are the primary investors in our community's growth and development, not the special interest groups. We provide housing solutions not existential apprehensions. We, the builders and developers, are at the forefront of creating new communities. Our role involves investing in, planning, and consulting with community stakeholders, as well as constructing these areas. We focus on building sustainable communities that offer a diverse mix of housing options. Our aim is to create well-designed, master-planned neighborhoods that are mixed-use and walkable, ensuring a high quality of life for residents. We face the challenges of rampant inflation and continuously rising infrastructure costs head-on. Our role involves not only the physical creation of housing and amenities but also navigating the complex economic landscape to ensure sustainable and prosperous community developments. This distinction underscores our commitment to Woolwich and the significant responsibility we bear in collaboratively shaping the community's future.

For all of the reasons outlined above — not least of which is the considerable time and resources that the Township has already dedicated to updating the Breslau Secondary Plan — we respectfully submit that maintaining the Province's modifications to ROPA 6 is in the best interests of the Township and its residents. Minister Calandra's letter notes in particular that "lower-tier municipal feedback on the original official plan submitted to the province will be important to supporting its implementation." We therefore ask that the Township of Woolwich express its support for the modifications made by the Province through its approval of ROPA 6.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tom McLaughlin', with a stylized flourish at the end.

Tom McLaughlin

VP Finance Thomasfield Homes

cc. Hugh Handy – GSP Group



November 29, 2023

Mayor Sandy Shantz and Members of Council
Woolwich Township
24 Church Street West,
P.O. Box 158, Elmira, ON N3B 2Z6

Dear Mayor Shantz and Township Council:

RE: We need Woolwich's support to build a new Long-Term Care (LTC) Home

Further to our letter dated November 20, 2023 (enclosed), we are following up on the consultation around the Province's reversal of municipal plan decisions. peopleCare virtually attended the Woolwich Council meeting last week November 21, 2023, during which divergent perspectives were expressed about the recommendation (Option #2) in the memo from Woolwich Planning staff to Council.

This issue is of the utmost importance as it impacts peopleCare's planned development of a new 160-bed long-term care (LTC) Home in St. Jacobs. After an exhaustive search, we have sourced the necessary land for our LTC Home. The viability of this site is contingent on the adjacent lands owned by 1604964 Ontario Inc. remaining within the urban settlement boundary.

Again, we strongly encourage Council to support Option #2: *"Recommend to the Province to move forward with the existing Province's approved boundaries with staged and controlled growth."*

In the past two years, peopleCare has met with various landowners and Township staff on multiple occasions to explore potential alternate sites: there is simply no other land available. Without the above noted lands, our LTC Home may not be developed in St. Jacobs.

To provide further context, the Woolwich community will be negatively impacted if LTC development in St. Jacobs is delayed or, worse, never happens. Across the province 40,000 people are already waiting for LTC – a number that will only increase given aging demographics. Locally, demand is high and growing. In June of this year, Twin Oaks in Maryhill closed, resulting in a loss of 31 LTC spaces in the Township. In addition, there are a number of older LTC Homes in the region whose licenses are set to expire in 2025.

peopleCare remains fully committed to bringing much-needed new care and services to seniors in the Woolwich community and we appreciate the ongoing support and collaboration of Township Council and Staff. Please feel free to connect with Megan Allen-Lamb at 519-807-1534 or mallenlamb@peoplecare.ca at any time.

Sincerely,



Brent Gingerich
Chairman & CEO



Megan Allen-Lamb
President

November 20, 2023

Mayor Sandy Shantz and Members of Council
Woolwich Township
24 Church Street West,
P.O. Box 158, Elmira, ON N3B 2Z6

Dear Mayor Shantz and Township Council:

RE: Feedback on Woolwich Planning Memo re Province’s Reversal of Municipal Plan Decisions

On behalf of peopleCare Communities, we are writing to share our perspective on the Woolwich Township Manager Planning Memo to Council – dated Nov 21, 2023 – on the Ontario Government’s legislation introduced in October 2023 that would wind back provincial changes to official plans, official plan amendments and urban boundaries in St. Jacobs.

We have reviewed the Memo and the response options it outlines. With respect, we strongly encourage Council to support option 2:

“Recommend to the Province to: 2) Move forward with the existing Province’s approved boundaries with staged and controlled growth.”

As you are aware, peopleCare Communities is a leading developer and operator of senior living communities, with a 55-year history of service. In December 2021, we were awarded the necessary new LTC bed licenses to enable us to develop a new 160-bed LTC Home in St. Jacobs.

After an exhaustive search over more than two years, we were able to finally locate a parcel of land in St. Jacobs for our development, enabled by the adjacent lands owned by 1604964 Ontario Inc. being designated within the urban settlement boundary.

Since that time, we have invested in the property: working through the necessary agreements and negotiations with the land owners, begun due diligence on the land, and engaged our team including land planners and architects on preliminary site planning. The viability of the land identified for our LTC development is at risk if the Province does not move forward with the April 2023 approved boundaries.

With a growing LTC waitlist of over 40,000 people, building LTC capacity – including 30,000 new LTC beds by 2028 – is one of the Ontario government’s most pressing priorities. peopleCare is working diligently to accelerate our developments, including in St. Jacobs. With the readiness of the lands in question, and approval to construct from the Ministry, we would deliver a new 160-bed LTC Home in St. Jacobs in approximately 22 months following start of construction. The community would benefit from 160 net new LTC beds. We would create over 200 new local jobs. And 160 older adults would benefit from receiving the exceptional care and services we provide, close to family, friends and neighbours.

Mayor Shantz and members of Council, we thank you and Township staff for your ongoing support as we’ve explored suitable land options for this development and built strong community relationships. We

look most forward to hearing a successful conclusion to this consultation process, and to bringing the promise of this LTC development to fruition in the near future.

This is an issue of the utmost importance to us at peopleCare. Please reach out anytime to Megan Allen-Lamb at 519-807-1534 or mallenlamb@peoplecare.ca.

Sincerely,



Brent Gingerich
Chairman & CEO



Megan Allen-Lamb
President



BUILDING COMMUNITIES FOR OVER 40 YEARS.

December 4, 2023

Woolwich Township
 24 Church Street West
 P.O Box 158
 Elmira, ON, N3B 2Z6

Dear Mayor Shantz and Council,

Polocorp Inc is an integrated land development company focused on building communities in the Region of Waterloo for the past 40 years. We are also the owners of the approximately 7-hectare parcel municipally identified as 51-55 Hawkesville Road in St. Jacobs

We have reviewed the letter prepared by Mayor Shantz, dated December 5, 2023, addressed to Minister Calandra. **Polocorp supports the Mayors recommendation to adopt the Provincial framework to extend the urban boundaries to the Countryside Line.** This approach will allow for the appropriate planning and staging of growth to service Elmira, St. Jacobs, and Breslau to continue. We note that within your letter, you wish to stage development in the Township of Woolwich. While we support this in principle, a great deal of costs can be associated with servicing the first phase of any development. Given this, we suggest that the Township consider staging policies that will facilitate servicing costs associated early stages of development and that allocation be issued accordingly.

Should the Provincial boundary be maintained, Polocorp will continue to make progress on the 51-55 Hawkesville Road Site. For the council's information, to date we have completed a Pre-Consultation Meeting for a Draft Plan of Subdivision as well as the necessary Official Plan and Zoning By-law Amendments. Works to prepare a complete application are underway with many reports such as engineering, environmental nearly completed, in anticipation to formally submit applications early in the new year.

For your information, please see the attached Pre-Consultation concept with the following highlights:

- A mix of housing typologies including small singles, townhomes and back-to-back stacked townhomes and potential for other multi unit purposes;
 - A density 73 jobs and people per hectare, which is higher than the Township target of 40;
 - Potential for passive trail networks and park facilities alongside Conestoga River;
-

- A pumping station that will accommodate the servicing of all the lands both north and south of Hawkesville Road.

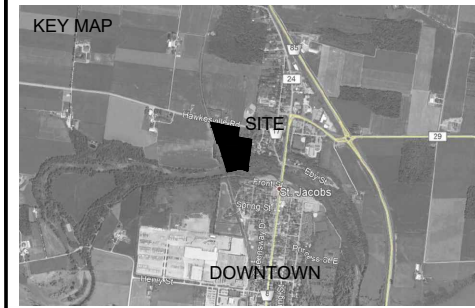
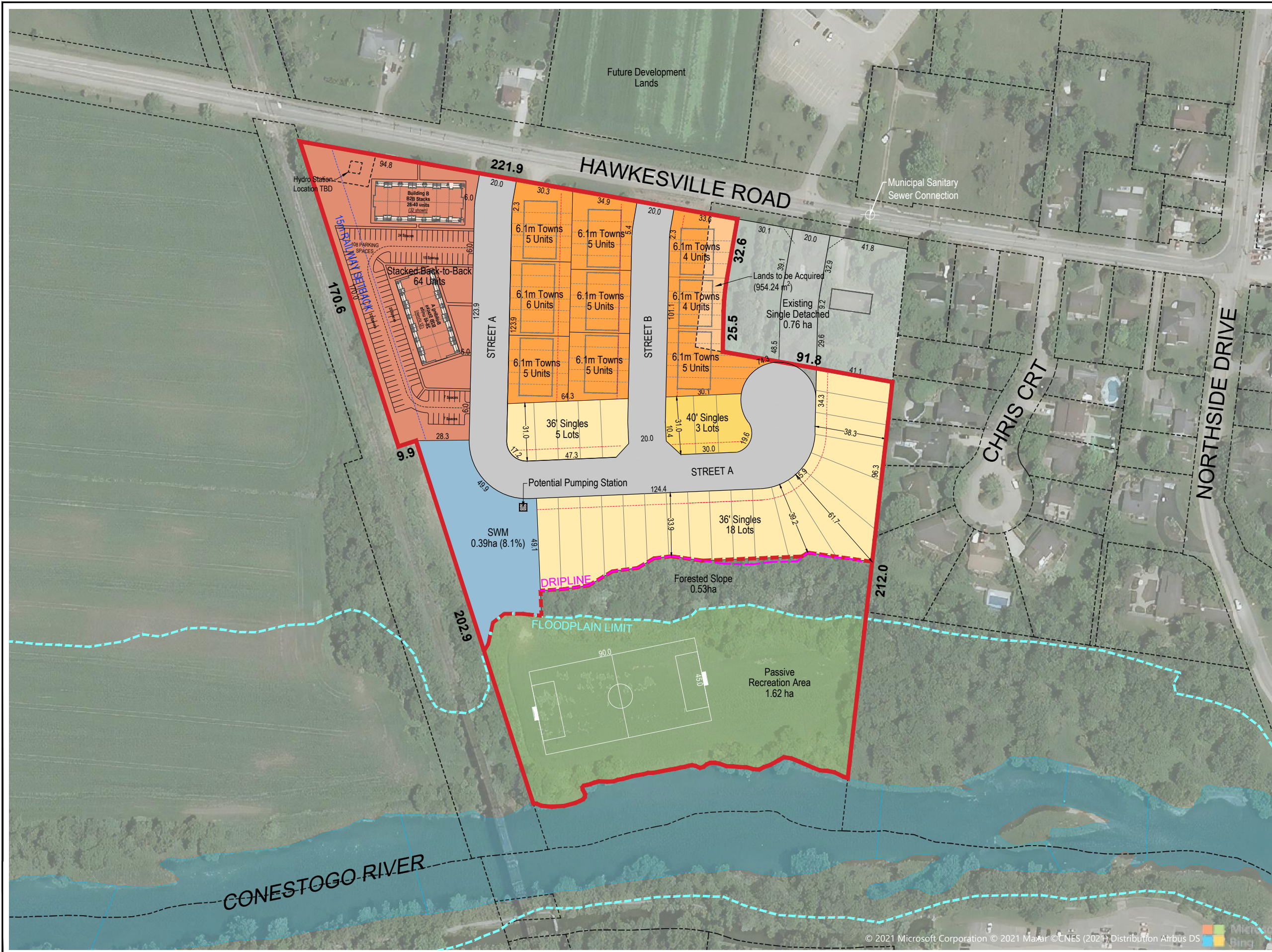
Preliminary works have confirmed that servicing of our lands is feasible and necessary capacity is available. The proposed servicing strategy considers all lands brought into the Settlement Boundary within northwest St. Jacobs. Given this, we will work collaboratively with adjacent landowners to comprehensively realize the development of Northwest St. Jacobs.

Should the province agree with preferred growth strategy, we look forward to continuing to work with Township staff and bringing additional housing opportunities to St. Jacobs.



Mike Puopolo
Co-CEO, Polocorp Inc.
mike@polocorpinc.com

Enclosures: 51-55 Hawkesville Road, Concept Plan



CONCEPT PLAN

51 Hawkesville Road
St. Jacobs

LEGEND

- Subject Lands 6.77 ha
- Development Area 4.78 ha
- Saleable Frontage 612.83 m
- Floodplain (GRCA)
- Dripline / Top of Slope

UNIT BREAKDOWN

UNIT TYPE	NO.
36' (11.0m) Single Detached	23
40' (12.2m) Single Detached	3
20' (6.1m) Townhouse	44
Stacked Back-to-Back Towns	64
TOTAL	134
DENSITY	28.03 upha

POPULATION

UNIT TYPE	COUNT
Singles (3.25/unit)	84.50
Townhouses (2.44/unit)	263.52
TOTAL	348.02
DENSITY	72.81 ppl/ha

NOTE: This concept should be considered as a preliminary demonstration model that illustrates an 'order of magnitude' development scenario for the site. The number of units, floor area and parking supply are approximate and subject to more detailed design as well as municipal planning approvals.



DATE: October 12, 2023	SCALE 1:2,000m
PROJECT: 1010	DRAWN BY: GFE



201-325 Max Becker Drive Kitchener ON N2E 4H5

December 5, 2023

Mayor Sandy Shantz and Council Members
Township of Woolwich
24 Church Street West, PO BOX 158
Elmira ON N3B 2Z6

Dear Mayor Shantz and Members of Council:

Re: Stuart Martin lands – 52 Hawkesville Road St. Jacobs

We are writing with regard to the December 5, 2023 letter from the Office of the Mayor and the subject of settlement area boundaries for Woolwich Township moving forward.

Schlegel Urban Developments supports Mayor Shantz's request that the Minister of Municipal Affairs and Housing continue with the settlement boundary expansions as were proposed in April 2023 by the province.

Very specifically, we wish to again underscore the importance of including now the 24 acre Stuart Martin lands located in the north portion of the Village of St. Jacobs. These Stuart Martin lands, alongside the 10 acres of developable Gilles-Frede lands to the immediate north, are key we submit to establishing a complete community design with necessary multi-modal transportation linkages (walking trails/bike paths and roads) and to providing a range and mix of housing opportunities. We are very aware of the ongoing need for senior's care and housing options and these collective parcels of lands north of Hawkesville Road are again key to delivering that important priority for a new Long-Term Care facility as noted by others.

During the 2019 to 2022 Waterloo Region Official Plan process the Greater K-W Chamber of Commerce advocated very strongly to ensure that both issues of housing supply and the necessary inventory of shovel ready employment lands are priorities needing attention in looking to our continued prosperity. We cannot rest on our past success, however the strong foundations which have been established in Waterloo Region have positioned us well to compete in a global economy.

On November 21, 2023 the Waterloo Region Record reported — Waterloo Region's economy has 'every reason for optimism,' report says. "GDP projected to rise 1.7 per cent in 2023, 1.5 per cent in 2024 and three per cent in 2025."

"The region's economy is expected to outpace both the provincial and national economies over the next two years, according to a new economic report. The latest economic projection for Kitchener, Waterloo and Cambridge was released by the Conference Board of Canada this week, offering a relatively optimistic picture for the region's economy, despite expectations for a looming slowdown in the face of macroeconomic headwinds including rising interest rates and

recession threat." "We're looking at a period of immediate slowness going into 2024," said Conference Board lead economist Robin Wiebe. "But after that, the future looks pretty bright, and there is every reason for optimism."

The Ron Schlegel Family is proud to have been entrusted with the valued St. Jacob's Market District properties in 2018. Just as with the devastating fire of 2013, the resiliency of the St. Jacobs Farmer's Market and hundreds of vendor entrepreneurs through the pandemic speaks volumes to the hard-working spirit of countless Woolwich based businesses and the tireless support from Woolwich Economic Development, Waterloo Region Tourism and our elected leaders who turned that optimism into reality.

We submit that Woolwich is similarly well positioned to support housing and employment needs and will continue to play a strong role in Waterloo Region's economic success in the all-important next few years ahead. It is well put on the Woolwich website – "The Township of Woolwich is a great place to live and is one of the fastest growing areas in the Region of Waterloo. We are proud of our past, while also embracing the future."

As community builders of sustainable and master-planned projects we look forward to continuing to work in collaboration with Township planning and engineering staff to bring well thought out, well phased and much needed complete neighbourhoods to those Woolwich lands in both St. Jacobs and Elmira in which we have committed our investment, energy and passion for achieving the highest standards through good stewardship of an important land resource. This is an approach to community design and community building in which Woolwich is a leader.

We respectfully submit that the December 5th Letter as presented before Council by Mayor Shantz plans for continued success today and embraces the planning and housing needs of the future ahead and therefore deserves the strong support of Woolwich Council.

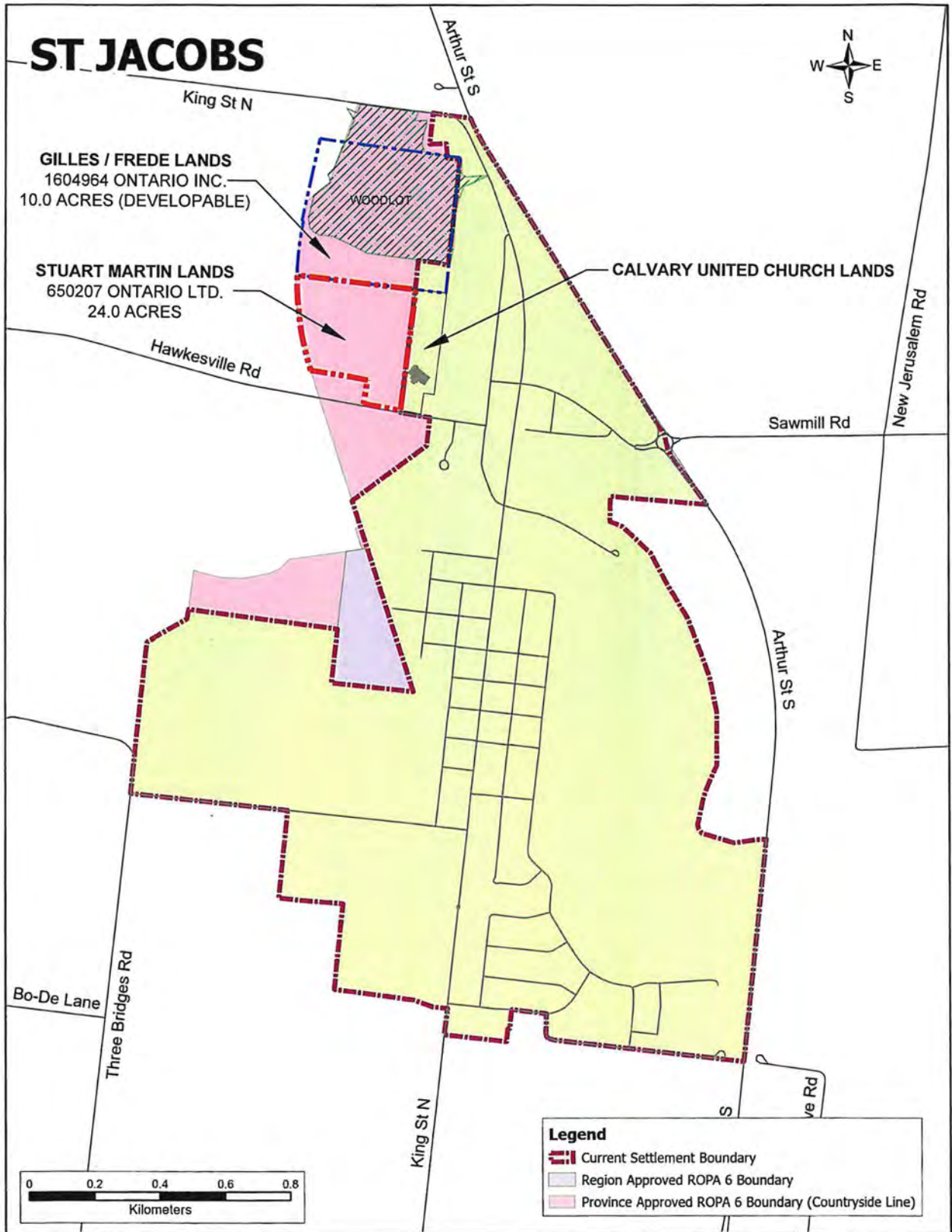
Sincerely,

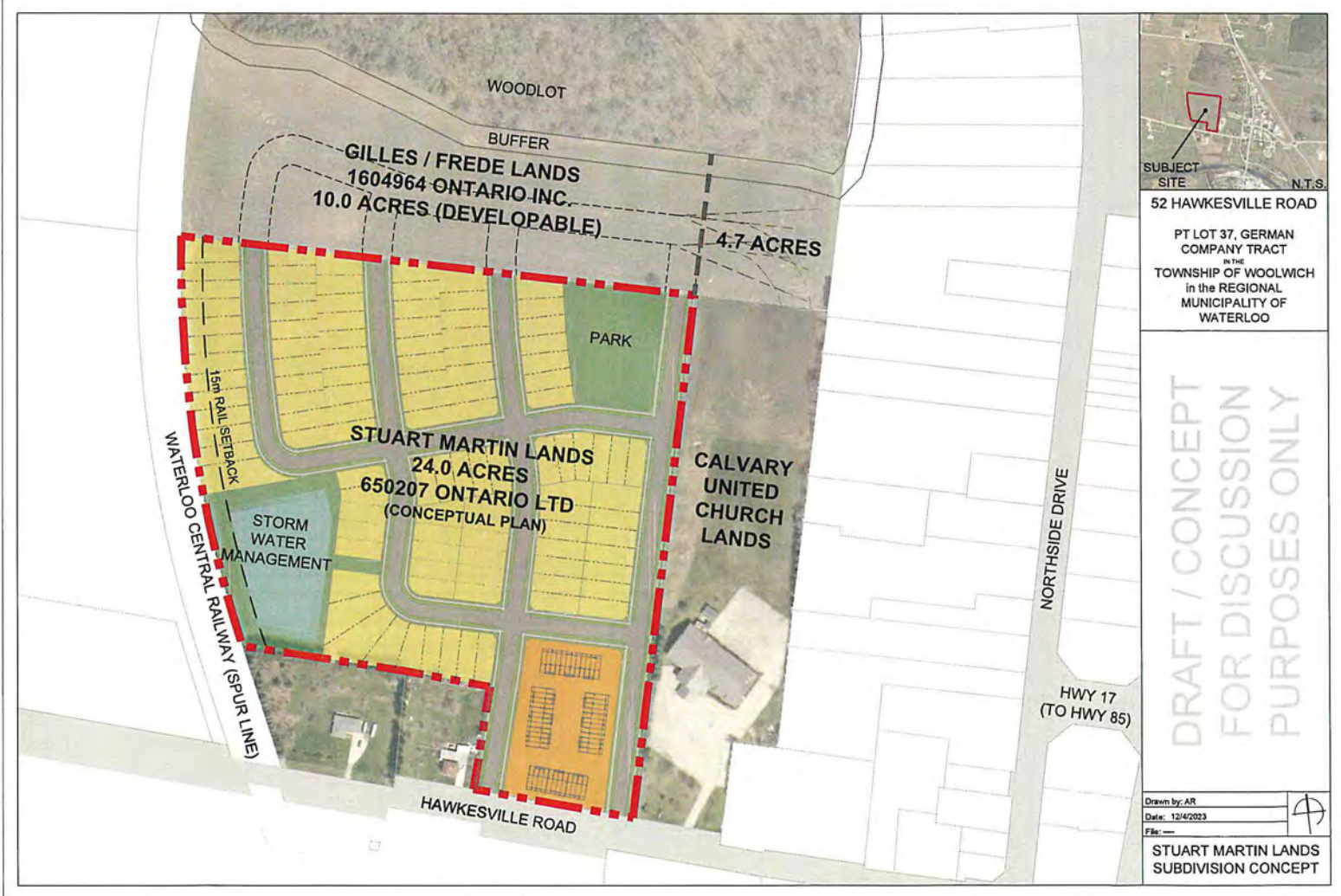


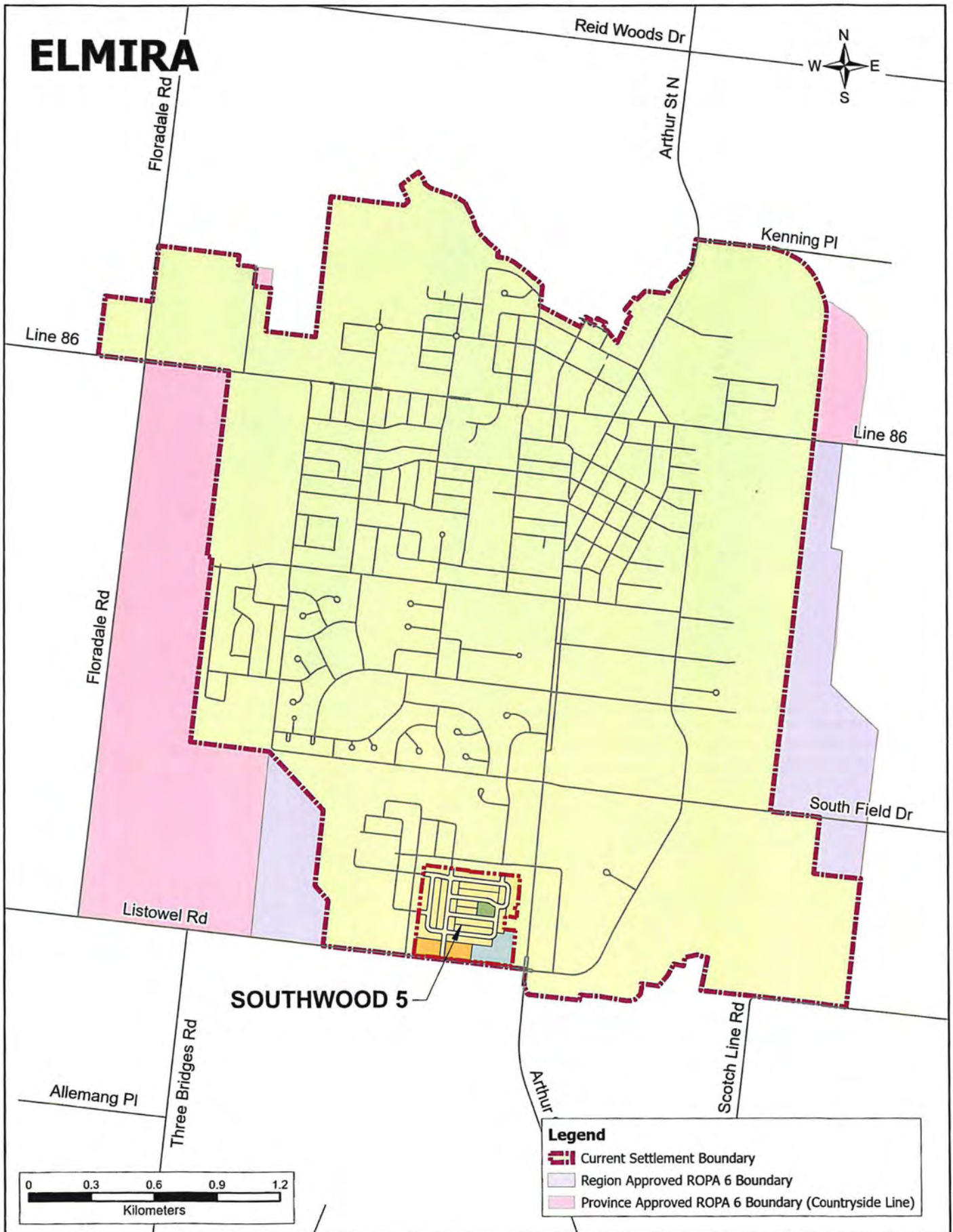
Vaughn Bender, COO
Schlegel Urban Developments

2 attachments.

c.c. All Members of Woolwich Council
Woolwich Planning Staff
Stuart Martin family
Rob, Brad, Jamie and Ron Schlegel









201-325 Max Becker Drive Kitchener ON N2E 4H5

November 20, 2023

Mayor Sandy Shantz and Council Members
Township of Woolwich
24 Church Street West, PO BOX 158
Elmira ON N3B 2Z6

Dear Mayor Shantz and Members of Council:

Re: Stuart Martin lands – 52 Hawkesville Road St. Jacobs

We are writing with regard to the 24 acre Stuart Martin lands located in the north portion of the Village of St. Jacobs and the present deliberations with regard to the Woolwich response to the Province's recent announcement to wind back changes to Official Plans and as well the provincial request for direct local feedback from lower tier heads of council and councils.

Request -

Move forward with Township of Woolwich inclusion of the 24 acre Stuart Martin lands now as per the provincial April 11, 2023 boundary adjustments in response to the Region of Waterloo ROPA 6.

Background –

The Stuart Martin lands have been previously identified By the Township of Woolwich as a future expansion area for St. Jacobs as depicted on the Township's boundary rationalization plan 2017. As you know, the province made modifications to the Region of Waterloo Official Plan on April 11, 2023 and this provincial modification advanced the Stuart Martin lands.

Based on the certainty of that provincial decision, the Schlegel family reached an agreement late summer with the Stuart Martin family to purchase these 24 acres. Archaeological, natural heritage, geo-technical, engineering and planning background work has been commenced, and in some cases completed in the last several months as an investment in studies and reports to ultimately accompany future formal planning applications and advancing orderly development.

As noted in the attached graphics, the Stuart Martin lands represent an orderly and logical rounding out of the north St. Jacobs village community. Inclusion now of the Stuart Martin lands allows for the ability to complete neighbourhood design for both the Stuart Martin lands and adjoining Gilles/Frede lands to the immediate north – providing an opportunity to do well thought out master planning and completion of coordinated road and trail linkages, park and open space planning and development of a range and mix of housing options for all ages and stages be it seniors, young families with children and empty nesters.

The above shared objective is all best accomplished we submit by advancing the good work which is underway amongst adjoining landowners. Servicing for the Stuart Martin lands is available at the doorstep at Hawkesville Road. The Region of Waterloo June 2023 Water and Wastewater Monitoring Report indicates there is capacity to service approximately 680 additional people in the St. Jacobs Wastewater Service Area at present. These Stuart Martin lands represent important housing supply for approximately 375 persons.

Schlegel Urban Developments has a proven track record of working collaboratively with our municipal partners and neighbouring landowners to achieve the type of master planned community design which we believe is in order for these St. Jacobs north lands. We subscribe to orderly, urban adjacent, staged development and are proven builders of complete 15-minute neighbourhoods.

As you will recall, Schlegel Urban Development participated fully in the very extensive and public Region of Waterloo Official Plan process. We made many deputations before Regional Planning Committee and Regional Council meetings, and submitted significant input in response to Region of Waterloo consultations, including responding to the Climate Change White Paper and the Transform Waterloo Region initiatives. We undertook at our own expense an independent Land Needs Assessment which did ultimately call for more than the Regionally recommended 151 ha of community area expansion.

The Stuart Martin property, we respectfully submit, represents the orderly fulfillment of a longstanding, well planned urban adjacent community completion by the Township of Woolwich for this important area within the Village of St. Jacobs. Immediate inclusion of these lands will contribute to addressing the housing crisis in our community.

Our request is that you continue to move forward with leadership in the provision of well-planned and well implemented housing opportunities in the Township of Woolwich and that specifically the province's previous April modifications to include the Stuart Martin lands now continue to be recognized and included in a strong local recommendation on behalf of Woolwich.

Thank you for your consideration of this request.

Sincerely,



Vaughn Bender, COO
Schlegel Urban Developments

2 attachments.

c.c. All Members of Woolwich Council
Woolwich Planning Staff
Stuart Martin family
Rob, Brad, Jamie and Ron Schlegel

Stuart & Fern Martin
151 Hawkesville Road
St. Jacobs Ontario N0B 2N0

December 5, 2023

Mayor Sandy Shantz
Woolwich Township
24 Church Street West
Elmira, Ontario, N3B 2Z6

Dear Mayor Shantz,

Further to my attached letter dated November 20th, I am writing once again regarding our **property at 52 Hawkesville Road** which is 24 acres immediately to the west of the Calvary United Church lands and immediately south of the Gilles-Frede lands.

We have received a copy of the December 5, 2023 letter from the Office of the Mayor and we support the recommendations of the letter with respect to St. Jacobs and the inclusion of our lands for community housing.

As I stated in my presentation at the Council meeting November 20th, our family has owned these 24 acres for the past 60 plus years. We are farmers and we will continue to produce crops and food to sustain our community on other farmlands which are more appropriate we suggest for ongoing current farming practices.

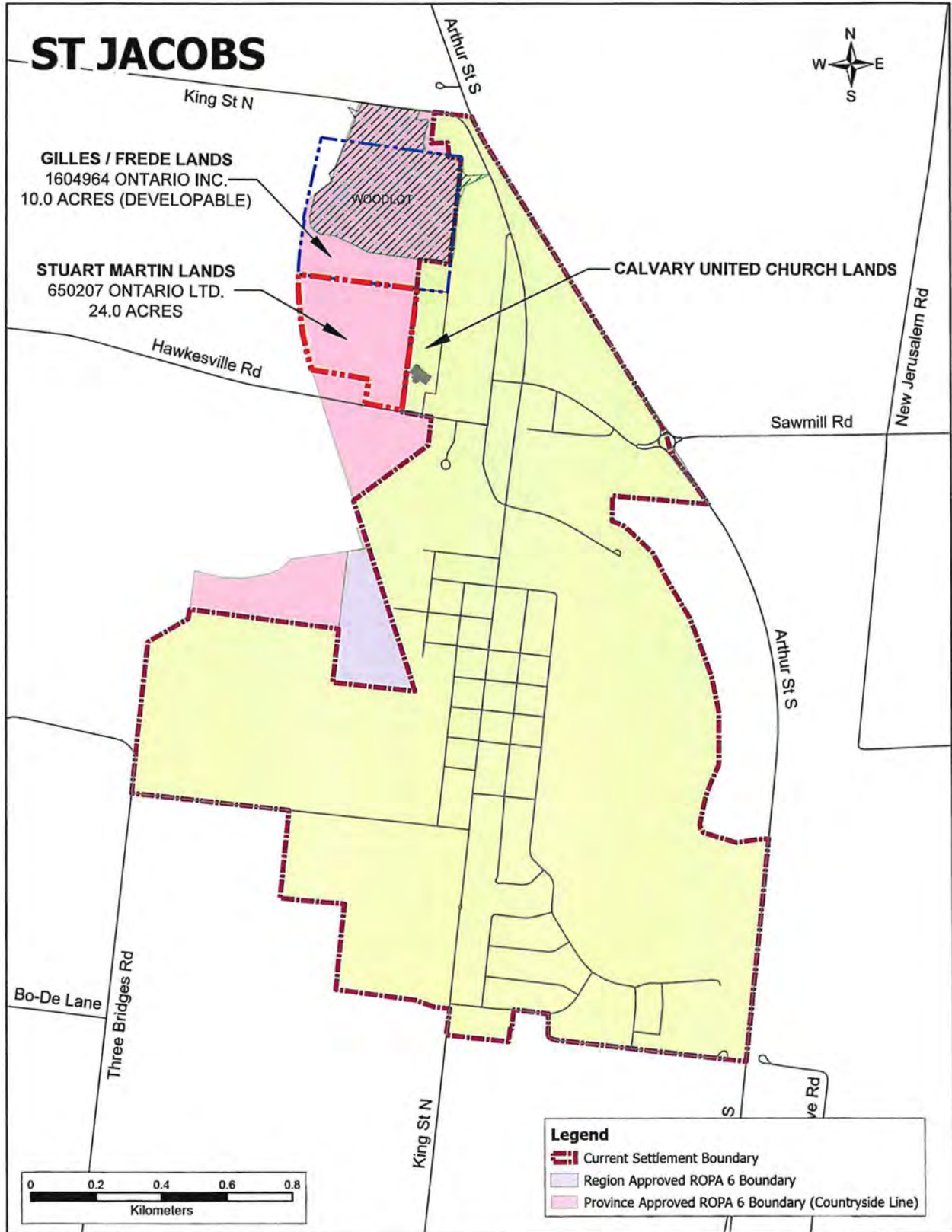
We do agree with the Mayor's December 5th letter that the adding of these lands in St. Jacobs now will allow for additional housing which is so desperately needed by those of all ages as well as opportunities for senior's care and senior's housing we understand.

I would respectfully request that Council support Mayor Shantz's December 5th letter and that we move forward with this recommendation for inclusion of additional lands in St. Jacobs so that good planning for the betterment of our local community can move forward now.

Yours Truly,



Stuart Martin



Stuart & Fern Martin
151 Hawkesville Road
St. Jacobs Ontario N0B 2N0

November 20, 2023

Mayor Sandy Shantz
Woolwich Township
24 Church Street West
Elmira, Ontario, N3B 2Z6

Dear Mayor Shantz,

I am writing regarding our **property at 52 Hawkesville Road** which is 24 acres immediately to the west of the Calvary United Church lands and immediately south of the Gilles-Frede lands.

Our family has owned these 24 acres for the past 60 plus years.

For many years now we have known that the lands would soon be used to provide homes for families. As farmers we recognize that land is required to be taken out of agricultural production in order to provide housing for our growing community, land is required to provide for needs of large employers in St. Jacobs such as Home Hardware, and land is required to build churches. The good thing is that crop yields have increased 3-fold over the last decades and so we are fortunate to continue to be able to provide the crops which are needed along with housing and jobs.

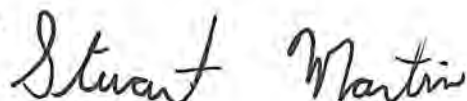
The Township of Woolwich supported including our 24 acres of land inside the countryside line many years ago. When the Province of Ontario made the decision this past April to move forward to bring our 24 acres into the St. Jacobs settlement area now it made good sense to us. I do believe the land surrounding Calvary United Church to the west and to the north are best organized and planned at one time.

This past summer we moved to sell to the local Schlegel family whom we believe will make a positive neighbourhood with the land. Schlegel's began working immediately to get studies and reports underway. Being in the business of farming, we replaced the land with the purchase of farmlands to the north.

This latest uncertainty which has been caused by the province's October announcement is causing us significant difficulty. We fail to see the purpose of turning back on the provincial decision from April as it really is a decision that respects the Township's already laid out plans as well to use this land to provide housing. Moving ahead now allows that the best coordinated plans can be made for all lands in the areas west and north of Calvary United Church which we believe serves a very worthwhile planning purpose.

We understand that the province has now asked for the guidance of Woolwich. We therefore request that our 24 acres of land continue to be included now within the buildable area for St. Jacobs so that there is certainty and that we may all continue to move forward with the decisions which have been made.

Yours Truly,



Stuart Martin

To the Mayor and Council Of Woolwich Township

For December 5, 2023, Woolwich Township Committee Of
The Whole Meeting re: Planning Housing and Jobs

cc Jeremy Vink - Planner for Woolwich
cc Rod Regier - Planner For Region of Waterloo
cc Mike Harris - MPP
cc Hon. Paul Calandra

**A Farmer Of ELMIRA's REPORT of CONCERNS regarding
development for Housing and Jobs for the Elmira area of
Woolwich and Utilizing Planning NOT philosophy**

**I am more convinced than ever that Council should
support the Official Planner's (including Mr. Vink's)
recommendations for "WHOLISTIC" planning for Elmira and
Woolwich regarding the OFFICIAL Plan and subsequently
support the most relevant sections of the Mayor's draft
letter to the Ontario Housing Minister (posted to
upcoming meeting documents for your agenda of December
5, 2023) because it makes common sense.**

**Woolwich should/must remain in charge of itself, for
itself on behalf of all the taxpayers, residents, and
businesses! We must not be controllable by developers
or advocates nor will we just stand by if we are not
treated right by other governments and at this point,
you are our most local government and we need you to
act now before it is too late.**

I have for many, many years spoken with many business
owners in the Elmira area in the silent majority and
many of them have become frustrated by over-regulation
of their farm business and bureaucratic difficulties
making their farms more efficient and they are very
frustrated by outsiders and advocates who are in effect
minding their business, affecting their way of life,

when they have thrived for many generations and felt appreciated in the community for their way of life while asking for very little or nothing in return. None of them wish to bother anyone who holds differing views, they wish freedom and wellness, and happiness for everyone, and they just want to be left in peace to thrive as they have for many generations. I am personally aware that they are all very concerned that governments are having more difficulties than ever.

So I Delmer B. Martin, farmer of ELMIRA declare that I wish well for all individuals personally and that it is set out in the section outlined THE FACTS below and “the philosophy” that led me to get involved and go public out of the silent majority locally and push back at the last several public Woolwich Council Meetings against social engineering advocates who have usurped/hijacked the Township’s Planning Process and the Region’s Planning Process into a one-way arbitrary direction that has no wholistic or good planning in reality or for our reality based on the facts and the needs in Woolwich Township or the Region.

I can clearly see and understand right in the arguments from many of the social engineers/advocates that they have a social agenda in their hearts and minds, unfortunately, their arguments lack relevant facts and substance and common sense because they are not focused on what we/Elmira and WOOLWICH need or what we are attempting to do. In addition, their statistics and arguments quickly become complicated and their statistics are one-sided and appear biased which is not helpful to anyone either. Once a layperson using discernment examines their theories and philosophies the goals of the advocates are no longer focused on the facts of the relevant issues that are actually on the table.

In fact I am personally aware that development in Woolwich Township and especially Elmira and St Jacobs have for generations been controlled by Mayors and Councils who have historically been very slow, even at times refusing to develop any more homes and or employment lands whatsoever, except for places like BRESLAU. From a real estate market perspective, homes in old Birdland and the best parts of Elmira and the best parts of St Jacobs in well-planned areas did not drop in value at all in the last 2 recessions whereas everywhere else in the region and Ontario and Canada prices dropped in the double digits before eventually rising. (Best investments anywhere at the time)

This should NOT have become complicated or partisan; we are planning for new homes, for new neighbors and new property for new businesses to flourish, all of which will benefit and also be a benefit to those who are already here.

Of course from strictly an Elmira and St Jacobs competitive perspective, one would want more flexible land allotted in Elmira and St Jacobs and less in Breslau (Unfortunately I cannot even recall this debate taking place publicly, however, Breslau and Elmira and St Jacobs should have the same right to expand as anywhere else where the demand is there and it makes common sense and one town should not be arbitrarily forced to compete against another town especially if it is in the same region)

Below are THE FACTS and the details that I have been publicly speaking about at the last 2 Public meetings in Woolwich and I show them in the order they occurred

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From June 6 2022 [eSCRIBE Minutes \(woolwich.ca\)](https://www.woolwich.ca/eSCRIBE_Minutes) these are the officials that were present on June 6, 2022

**Township of Woolwich
Council Minutes**

Monday, June 6, 2022

7:00 pm

Video Conference

**Hosted in Council Chambers, 2nd Floor
24 Church Street West, Elmira**

Present: Mayor Shantz (Chairperson)
Councillor Martin
Councillor McMillan*
Councillor Merlihan*
Councillor Redekop
Councillor Shantz*

Present from Staff: David Brenneman, Chief Administrative Officer
Deanne Friess, Director of Development Services*
Richard Petherick, Director of Finance/Treasurer*
Jared Puppe, Director of Infrastructure Services*
Jeff Smith, Director of Corporate Services/Clerk
Jenn Horndl, Manager of Recreation*
Alex Smyth, Council and Committee Facilitator
Thomas van der Hoff, Manager of Operations and Projects*
Francis Villamil, IT Support Assistant
Jeremy Vink, Manager of Planning*

**indicates remote participation*

You can observe the relevant YouTube video of the actual June 6, 2022 township meeting at this link [Township of Woolwich Council Meeting - June 6, 2022 - YouTube](#)

At 16:49 to 18:00 in the video Mr. Vink, Woolwich Planner agrees with Region's planning recommendation of option 2 out of the 3 studied at the time AND that option 2 of the 3 options is the best and the recommended option of all 3 options that the Region had brought forward quite some time before.

Kevin Thomason and Kevin Eby (advocates) presented a brand new option #4 at this meeting and below is copy of the relevant official minutes of the meeting.

Delegate Kevin Thomason of Smart Growth Waterloo Region provided Council with a presentation which detailed the current situation, growth option issues, and outlined a new proposed growth option 4 that relies on intensification and results in no farmland loss. Mr. Thomason described the difference between intensification and density, option 3 compared to option 4, spoke about Woolwich meeting Climate Crisis goals, complete communities, option 4 advantages, and concluding comments.

Council discussed inequities produced among municipalities with option 2, reasons why density on the periphery is not as good as intensification and population increase in the core, area municipality reception of option 4, suitability of the ROP for the townships vs cities, and transit friendly options.

Delegate Barbara Schumacher of 50by30WR noted the organization's community research results of desired living conditions, as well as the urgency of the current climate emergency. Mr. Schumacher further noted the need for leadership in politics for climate concerns, outdated mitigation strategies, the increasing rise of greenhouse gas emissions, consequences of ignoring global warming, the importance of evaluating how municipal growth will affect the climate, impacts of the ROP scenarios on climate change, and urged leaders to keep climate change in mind when making decisions. Ms. Schumacher also noted 50by30WR's endorsement of option 4 from Smart Growth Waterloo Region.

This paragraph is my very passionate personal opinion: Advocate Barbara Schumacher appears to be honestly/transparently advocating for a philosophy of a "socialist" society which history teaches always leads to societal breakdown and wars /wealth re-distribution and complete failure. The Mayor and Council have heard from a lot of advocates publicly on "the philosophy" but it has all been one-sided and biased. Many citizens do not believe free will or development should be forced or over-restricted and many of them have not even spoke publicly yet. Many of us believe wholeheartedly in transparent, freewill, supply AND demand market conditions with LESS government burden AND not more.

THE FACTS (continued)

After all the delegates and advocates had spoken at 3:16:57 in the YouTube video Councillor Shantz stated

right up front the fact that **option 4 was not even on the table.**

Councillor McMillan then stated that he liked the philosophy of the new option 4. while having very little to say about the preferred option 2 out of 3 that was on the table.

Councillor Merlihan discloses that he had personally received a copy of Smart Growth Waterloo's Option #4 a few weeks earlier.

Rod Regier the lead Planner for the Region of Waterloo was asked for his opinion and spoke negatively about the new "Option #4" he reiterated that he had been aware of Option #4 but Region Of Waterloo staff over several past years have come up with 3 options **(and a preferred option which was Option #2 out of 3)** as their report to Waterloo Region and Woolwich Township clearly indicates.

Mr. Vink then made clear as an official Planner for Woolwich that this new option #4 has NOT even been analyzed; and the public, with both the region and Woolwich Township, have diligently been working with the Region's same 3 options that the Region came up with after a very lengthy public process.

At 3:08:55 The Mayor asked if the Council wished to take a 5-minute break ...Township Council took a break off camera 3:15:55 they came back and went back on camera.

After the break, Councillor Macmillan and Councillor Shantz spoke in favor of this option 4 "philosophy" that had just been presented to Woolwich Council by advocates Kevin Eby and Kevin Thomason-Smart Growth WATERLOO earlier this same evening.

I Delmer B. Martin was extremely disappointed that during this same meeting, Council barely discussed the actual 3 official planning dept. options (**and their preferred option #2 out of 3 options**) that had been officially on the table after a long period including public consultation. Even **more critically important and disappointing is the fact that the Council did not have anything substantively negative to say about our Woolwich Planning Staff recommendation of Option #2 as was originally recommended by Regional Planning Staff**, however regardless, it was downright shocking on its face that the motion carried by Woolwich Council contained the following paragraph which I copied from the official minutes of that meeting;

support option 4 in principle provided by Smart Growth Waterloo Region at this time and may provide more complete comments at a future date as more information is provided or more community consultation takes place;

REPORT(continued)

NOTE: I must state that from June 6, 2022, forward to the final meeting at the Region, **we were NOT given any “more complete comments” or “more information” or “more consultation”** on any option which is failed planning.

The **epiphany moment** was personally witnessing in real time and re-observed many times on YouTube archives since, a social agenda and a philosophy (at that time Woolwich Councillors self-admitted adopted philosophy) took over the official planning process first in Woolwich Chambers which subsequently led/got fed right into the Public Meeting at the Region on July 27, 2022 where the same undebated and unproven and unknown to the common public “philosophy” completely usurped-HIJACKED the planning process at the Final Meeting at

the Region as well. **This philosophical reasoning was/is a complete planning failure from both a process and a planning perspective** and the results in Woolwich and the Region in fact made it vulnerable for review by the Ontario Government and vulnerable to be rejected by the common public. It is what it is!

Social Advocates are appreciated in our society, and so are Developers but none of them should be so domineering to have the dominant opinion or final say in Planning for Housing for all the people. What occurred in June and July 2022 was PROFOUNDLY UNDEMOCRATIC! I and we the people and our elected officials failed in 2022 but we still have a chance to fix it and move on to dealing with issues like Amalgamation next. If now and then we are successful we will continue to be fairly free and able to deal with our local issues in reality and in real time, like needing to increase our tax base and increasing the # of good local jobs. If we are not successful in dealing effectively with the Ontario government before Amalgamation becomes our reality, we will no longer be able to engage locally AND make a difference in things that are critically important like inflation and lack of housing, etc. Individual needs will always be the ultimate and most powerful and overwhelming and prevailing final driving force and not any agenda or philosophy, so there is still hope.

I appreciate that Mayor Shantz is agreeing with Mr. Vink's professional opinion that we should do "wholistic" planning and in my opinion; when and if we do wholistic planning it will promote Unity and Freedom and will unite our community instead of dividing it.

I do NOT blame the Ontario Ministry of Housing for getting involved with a few very specific regions and Townships. We allowed things to get out of our control. It is our fault, (not the Ontario Government) but we

must act while we still can! If you are able and willing to check, it is public information that the other Ontario Government under Mr. Dalton had just as many scandals in the newspaper one, involving the then minister of Finance Sorbara in the news when they originally formed what they called the Greenbelt in the first place. If any of us want to get political then we should ask ourselves; in a political crisis "Who listened and who did what the people wanted"? **As I said to you all when I met all of you all for the first time: one of the most powerful things anyone ever asked me was "what would you like to do?"**

Drawing lines or codes on a map arbitrarily does not represent good or wholistic planning, and using social engineering agenda philosophy and or theories in making regulations is even more mistake-prone. Forcing someone else to accept a personal or social agenda or corporate greed does not make good planning, especially when it comes at a great cost and a redistribution of local taxpayers' assets and priorities. Limiting or restricting freedom and common sense and individualism, is an extremely dangerous abuse of power on individuals because it is one of the very few things in the whole world that has enough power to cross all partisan politics in both cause and effect.

Notwithstanding the current polarity in the USA, the New Zealand Government and the Venezuelan Government and Brazilian government **and from the current farmers perspective, specifically the Netherlands government** are all perfect examples for us to pay close attention to and make note of for all citizens and for our own benefit. People will get engaged and divide when they feel they have no other option left.

As someone from primarily a farming background, I am very familiar and experienced with animals: genetics, instincts, behavior, and even illness, but when it came

to the issues of food and water and shelter, this was always dealt with by facilitating their food and water and shelter. **No other agenda would or could work!** Its COMMON SENSE. Individual humans are far more precious and capable than any agenda or philosophy (especially unproven and highly divisive ones). It is better to have no debate than only listen to one-sided arguments about a philosophy and adopt the one-sided agenda which is exactly what happened on June 6, 2022 which is now documented! It's definitely time to solve problems and take action and facilitate common sense solutions that are best for our Township.

Our Democracy is flawed for all common parties/people, but we should/must stick to the truth in any matter and use common sense when taking action. Acting on theories or philosophy without COMMON sense can quickly make us bankrupt.

Due to the complete lack of common public exposure of Smart Growth Waterloo's Option #4 and that it was not even on the table till the final stage; what the common public now are stating now should bear considerably more weight than in normal circumstances in the current deliberations.

The main action parts in your Planning Staff Report makes common sense and the relevant action parts in the mayor's draft Letter online to the Ontario Minister of Housing also makes common sense. I hope that everyone concerned and all the stakeholders of Woolwich Township will agree unanimously and move it forward. I will go one step further and advocate that when you take action with this step the Ontario Government should/will understand the common sense and accept THE PLAN as well.

Yours Sincerely;
Delmer B. Martin (farmer of ELMIRA)



379 Queen Street South
Kitchener, ON
N2G 1W8
Tel. 519.745.3249

December 5, 2023

Township of Woolwich
24 Church Street West
Elmira, ON
N3B 2Z6

Via email to councilmeetings@woolwich.ca

Attention: Mayor Sandy Shantz and Council

Reference: Proposed Legislation to Reverse Previous Decisions on Municipal Official Plans/Official Plan Amendments

Polocorp Inc are planning consultants for Green Horizons Sod, owners of the lands municipally known as 1770 Shantz Station Road and 1292 Shantz Station Road in the Township of Woolwich. We have reviewed the letter prepared by Mayor Shantz, dated December 5, 2023, addressed to Minister Calandra. **Polocorp supports the Mayors recommendation to adopt the Provincial framework to extend the urban boundaries to the Countryside Line with staging and phasing policies.** The recommended approach will allow for the appropriate planning and management of growth within Breslau.

Should the Provincial boundary be maintained, Green Horizons Sod and Polocorp look forward to coordinating with the Township and adjacent landowners to ensure the delivery of new housing within the community through an efficient, and appropriate, growth strategy.

Sincerely,
Polocorp Inc.

A handwritten signature in black ink, appearing to read "M. Warzecha".

Matthew Warzecha MCIP RPP
Director of Development and Planning

CC: Mike Schiedel, Green Horizons Sod



Infrastructure Services Staff Report

Report Number:	IS23-2023
Report Title:	Levying of Maintenance and Report Preparation Costs for Municipal Drain No. 11
Author:	Darryl Schwartzentruber, Engineering Project Supervisor
Meeting Type:	Committee of the Whole Meeting
Meeting Date:	December 5, 2023
eDocs or File ID:	File
Consent Item:	Yes
Final Version:	Yes
Reviewed By:	Jared Puppe, Director of Infrastructure Services
Final Review:	Senior Management Team

Recommendation:

That the Council of the Township of Woolwich, considering Report IS23-2023 respecting the Levying of Maintenance and Report Preparation Costs for Municipal Drain No. 11, give the attached by-law first, second and final reading.

Background:

Municipal drains are drainage systems constructed in Ontario under the *Drainage Act, RSO 1990*. Municipal drains are community projects and follow a user-pay system – properties within a defined watershed boundary or catchment area that benefit from the drain pay for the initial construction and future maintenance of the drainage system.

The municipality is responsible for maintaining municipal drains, through it's Drainage Superintendent, and levying costs to landowners as specified in the engineer's report and subsequent levying by-law.

After maintenance work is performed on a municipal drain, a levying By-law is required to levy the costs of the work to the assessed landowners and roads. Section 61(1) of the Drainage Act, RSO 1990 states:

“The council of each municipality that is required to raise the whole or any part of the cost of the drainage works shall by by-law impose upon the land assessed for the drainage works the assessment with which it is chargeable...”

A levy schedule forms part of the Levy By-law and is provided as Appendix A. Maintenance costs are levied to the assessed lands and roads as specified in the levy schedule, which is prepared in accordance with the applicable By-law that adopted the engineer's report.

Comments:

- Municipal Drain No. 11 consists of three components, the Main Drain, Branch 'B', and Branch 'C'. The three components total 4.1km in length and serve a watershed of approximately 549 hectares, located north of St. Jacobs. The watershed plan map is provided in Appendix B.
- The first engineer's report was prepared by E.P. Bowman, O.L.S., dated August 26, 1954. This report recommended the construction of a main drain and subsidiary trunk drain, both constructed as open ditches.
- The 1954 report was then succeeded by a second report by Gamsby & Mannerow dated March 31, 1969. This report recommended improvements to the existing open ditch and provided for the construction of Branch 'B'.
- Portions of the 1969 report were then succeeded by a third report by GM BluePlan, dated July 4, 2018. This report recommended improvements to Branch 'B' and provided for the construction of Branch 'C'.
- In the summer of 2019, the Township's Drainage Superintendent received a request for maintenance for Municipal Drain No. 11, starting at New Jerusalem Road extending to Highway 85. The maintenance work was completed in the winter of 2020/2021.
- Upon commencing invoicing for the work, Township Staff became aware of several property boundary and land use changes within the watershed and determined the need for updated maintenance schedules.
- On August 8, 2022 the Township appointed Headway Engineering to prepare a new report under Section 76 of the Drainage Act for the purpose of updating maintenance schedules. The report was completed on April 28, 2023 and was adopted by By-Law number 53-2023.
- Outstanding maintenance costs as well as the actual costs to prepare the April 28, 2023 report may now be levied according to the attached levy schedule, prepared in accordance with the April 28, 2023 report.

Interdepartmental Impacts:

None.

Financial Impacts:

Accounts Receivable at the Township of Woolwich typically does not issue invoices for any Township work totalling \$10 or less. The same methodology will be utilized for any properties that have been assessed maintenance and report preparation costs that total

\$10 or less. It should be noted that given the timeframe for levying costs for drain maintenance, the cost for properties that owe \$10 or less will be absorbed by the Township.

The total cost of maintenance and report preparation work completed is \$57,146.61 and is paid for by landowners within the watershed as outlined per the assessment schedules contained within the Engineer's Report. The Township will be assessed \$10,923.62 for lands owned by the Township within the Municipal Drain No. 11 watershed. There are 7 properties assessed \$10 or less, totalling \$55.37. Therefore, the total Township cost will be \$10,978.99.

Strategic Plan Impacts:

The maintenance of municipal drains supports the Township of Woolwich's strategic direction to "*Manage and maintain all municipal infrastructure with an emphasis on continuous improvement and greater efficiencies*", with a goal to "*Optimize the Use of Municipal Infrastructure*".

Conclusion:

Staff recommend the Council of the Township of Woolwich, considering Report IS23-2023 respecting the Levying of Maintenance and Report Preparation Costs for Municipal Drain No. 11, give the associated by-law a first, second and final reading.

Attachments:

1. Appendix A – A By-law to provide for the levy of drain maintenance and report preparation costs on Municipal Drain No. 11 in the Regional Municipality of Waterloo
2. Appendix B – Watershed plan map

The Corporation of the Township of Woolwich

By-Law No. XX - 2023

A By-law to provide for the levy of drain maintenance and report preparation costs on Municipal Drain No. 11 in the Regional Municipality of Waterloo

WHEREAS under Section 74 of the Drainage Act RSO 1990 Chapter D.17, The Township of Woolwich is responsible for the maintenance of drains constructed under Township By-laws passed under the Drainage Act; and

WHEREAS the cost of drain maintenance is to be levied to lands and roads upstream of the point of maintenance in accordance with the current By-law applicable to the drain; and

WHEREAS in 2020 & 2021 the Township Drainage Superintendent undertook drain maintenance on Municipal Drain No .11; and

WHEREAS in 2023 a report was prepared under Section 76 of the Drainage Act RSO 1990 Chapter D.17 to update maintenance schedules on Municipal Drain No. 11;

NOW THEREFORE the Council of the Township of Woolwich enacts as follows:

1. That the maintenance costs listed in Schedule A shall be levied to the assessed lands and roads in accordance with the provisions of the April 28, 2023 report prepared by Headway Engineering, adopted by By-Law number 53-2023;
2. That the actual report preparation costs listed in Schedule A as “Special Charges” shall be levied to the assessed lands and roads in accordance with the provisions of the April 28, 2023 report prepared by Headway Engineering, adopted by By-Law number 53-2023;
3. That for eligible lands the final cost levied shall be reduced by the amount of grants received from OMAFRA under Section 85 of the Act;
4. That assessments shall be due within 30 days of the date of the invoice for the amount owing, after which time the amount due will be added to the Township Tax Roll;
5. That assessments in Schedule A less than \$10 shall be paid from general funds of the Township of Woolwich.

This by-law comes into force on the passing thereof and may be cited as the “2023 Drain Maintenance Cost Levy on Municipal Drain No. 11” Bylaw.

GIVEN FIRST, SECOND, and THIRD & FINAL READINGS this [day] day of [Month], 202[X].

Mayor

Clerk

Schedule A to By-law XX-2023

Farm Tax Rated	Roll Number	Total Original Assessment	Total Current Gross Assessment	Applicable Grant	Special Charges	TOTAL Net Assessment
Township of Woolwich						
(Roll No. 30-29-020-00)						
F	2-154-05	-	-	-	392.43	392.43
F	2-151-10	-	-	-	189.64	189.64
F	2-152	-	-	-	378.34	378.34
F	3-403-10	-	-	-	89.19	89.19
F	3-403	15.30	478.39	236.25	141.76	383.90
F	3-393	112.78	3,526.31	1,741.46	1,005.48	2,790.33
F	3-395	26.63	832.64	411.20	1,210.14	1,631.58
F	3-394	16.95	529.98	261.73	132.37	400.62
F	3-310-10	15.73	491.83	242.89	131.43	380.37
F	3-314-50	20.09	628.16	310.21	149.27	467.22
F	3-334-10	3.39	106.00	52.35	25.35	79.00
F	3-314	51.08	1,597.13	788.74	381.16	1,189.55
	3-316	4.60	143.83	-	33.80	177.63
F	3-315	37.52	1,173.14	579.35	278.83	872.62
F	2-160	-	-	-	22.53	22.53
F	2-154	-	-	-	133.31	133.31
F	3-402	64.12	2,004.85	990.09	880.61	1,895.37
F	3-401	-	-	-	1,440.15	1,440.15
F	3-400	-	-	-	736.03	736.03
	3-394-01	6.54	204.49	-	48.82	253.31
	3-397-01	0.97	30.33	-	7.51	37.84
F	3-397	56.64	1,770.97	874.59	725.71	1,622.09
	3-344	3.87	121.00	-	28.16	149.16
F	4-222-10	-	-	-	102.33	102.33
F	3-334	91.75	2,868.76	1,416.73	682.52	2,134.55
F	3-335	88.36	2,762.76	1,364.39	645.91	2,044.28
F	3-343-01	15.01	469.32	231.77	112.66	350.21
F	3-343	59.31	1,854.45	915.82	519.17	1,457.80
	3-398	1.21	37.83	-	45.06	82.89
	3-398-01	-	-	-	4.69	4.69
	3-398-02	-	-	-	3.76	3.76
F	3-342	-	-	-	549.21	549.21
F	3-336	20.09	628.16	310.21	150.21	468.16

Farm Tax Rated Roll Number	Total Original Assessment	Total Current Gross Assessment	Applicable Grant	Special Charges	TOTAL Net Assessment
Residential Properties					
3-392	0.97	30.33	-	6.57	36.90
3-381	0.73	22.83	-	5.63	28.46
3-382	0.73	22.83	-	5.63	28.46
3-383	0.73	22.83	-	5.63	28.46
3-383-01	0.73	22.83	-	4.69	27.52
3-383-02	0.24	7.50	-	1.88	9.38
3-383-03	0.24	7.50	-	1.88	9.38
3-383-04	0.24	7.50	-	1.88	9.38
3-384	0.24	7.50	-	1.88	9.38
3-384-01	0.73	22.83	-	5.63	28.46
3-384-03	0.73	22.83	-	4.69	27.52
3-384-02	0.97	30.33	-	7.51	37.84
3-372-01	0.97	30.33	-	6.57	36.90
3-369	0.73	22.83	-	5.63	28.46
3-368	2.42	75.67	-	17.84	93.51
3-367	1.45	45.34	-	10.33	55.67
3-366	1.45	45.34	-	10.33	55.67
3-365	1.45	45.34	-	10.33	55.67
3-364	0.73	22.83	-	5.63	28.46
3-363	2.42	75.67	-	17.84	93.51
3-362	1.45	45.34	-	11.27	56.61
3-361	1.45	45.34	-	11.27	56.61
3-360	1.69	52.84	-	12.20	65.04
3-359	1.69	52.84	-	12.20	65.04
3-358	1.45	45.34	-	10.33	55.67
3-357	1.21	37.83	-	9.39	47.22
3-356	1.45	45.34	-	10.33	55.67
3-355	1.21	37.83	-	8.45	46.28
3-355-01	1.21	37.83	-	9.39	47.22
3-352-01	1.45	45.34	-	10.33	55.67
3-354-20	2.42	75.67	-	17.84	93.51
3-354	1.94	60.66	-	14.08	74.74
3-353-90	0.48	15.01	-	3.76	18.77
3-353-80	0.73	22.83	-	5.63	28.46
3-353	1.69	52.84	-	13.14	65.98
3-352	0.48	15.01	-	3.76	18.77
3-349	0.73	22.83	-	4.69	27.52
3-350	0.48	15.01	-	3.76	18.77
3-351	0.48	15.01	-	3.76	18.77
3-348	0.73	22.83	-	4.69	27.52
3-347	0.73	22.83	-	4.69	27.52
3-346	0.73	22.83	-	4.69	27.52
3-345	0.73	22.83	-	4.69	27.52
3-388-03	2.90	90.67	-	21.59	112.26
3-388-02	7.02	219.50	-	52.57	272.07
3-391	2.90	90.67	-	21.59	112.26
3-392-60	5.81	181.66	-	42.25	223.91
3-391-01	1.94	60.66	-	14.08	74.74
3-392-40	3.15	98.49	-	23.47	121.96
3-392-01	11.38	355.82	-	84.49	440.31
3-393-02	8.71	272.34	-	65.72	338.06
3-385	0.97	30.33	-	8.45	38.78
3-354-50	0.24	7.50	-	1.88	9.38
F 3-371	2.18	68.16	33.66	47.88	82.38
3-371-02	2.18	68.01	-	15.96	83.97
3-378-99	10.89	340.34	-	80.74	421.08
Total Assessments on Lands:	817.71	25,567.45	10,761.44	12,190.55	26,996.56

Farm Tax Rated	Roll Number	Total Original Assessment	Total Current Gross Assessment	Applicable Grant	Special Charges	TOTAL Net Assessment
Weeby Place	Township of Woolwich	-	-	-	470.35	470.35
New Jerusalem Road	Township of Woolwich	-	-	-	1,995.93	1,995.93
Arthur Street	Region of Waterloo	167.27	5,230.18	-	1,572.52	6,802.70
Former Railway	Region of Waterloo	41.39	1,294.27	-	368.02	1,662.29
King Street North	Township of Woolwich	116.19	3,633.05	-	3,498.06	7,131.11
Northside Drive	Township of Woolwich	17.67	552.62	-	535.13	1,087.75
Gerrat Drive	Township of Woolwich	3.87	121.13	-	117.35	238.48
Total Assessments on Roads:		346.41	10,831.25	-	8,557.36	19,388.61
TOTAL ASSESSMENTS MUNICIPAL DRAIN NO. 11:		1,164.12	36,398.70	10,761.44	20,747.91	46,385.17

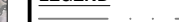



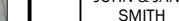
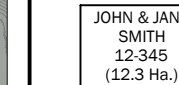


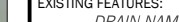





Notes:

1. All of the above properties noted with an "F" are eligible for farm property class tax rate as confirmed on November 1, 2023.
2. Section 21 of the Drainage Act, RSO 1990 requires that assessments be shown opposite each parcel of land and road affected. The affected parcels of land have been identified using the roll number from the last revised assessment roll for the Township.
3. Maintenance work was completed in 2020/2021 on the Main Drain from the upstream side of New Jerusalem Road to the upstream limit of the Drain. A portion of the Main Drain (Lower Reach), Branch B & Branch C have been excluded from this schedule.
4. Special charges are the costs to update maintenance schedules assessed per the April 28, 2023 report prepared by Headway Engineering.

NOTES:

1. THIS MAP WAS CREATED USING REGION OF WATERLOO GEOGRAPHIC INFORMATION SYSTEM DIGITAL DATA. THIS MAP IS A SECONDARY PRODUCT WHICH HAS NOT BEEN VERIFIED BY THE REGION OF WATERLOO.
2. THE CONTOURS WERE CREATED USING LIDAR DERIVED DIGITAL DATA FROM LAND INFORMATION ONTARIO.
3. ASSESSMENT ROLL NUMBERS HAVE BEEN ABBREVIATED TO EXCLUDE THE FIRST NINE (9) DIGITS, I.E. 3-393-00 IN FULL IS 302902000339300.

LEGEND

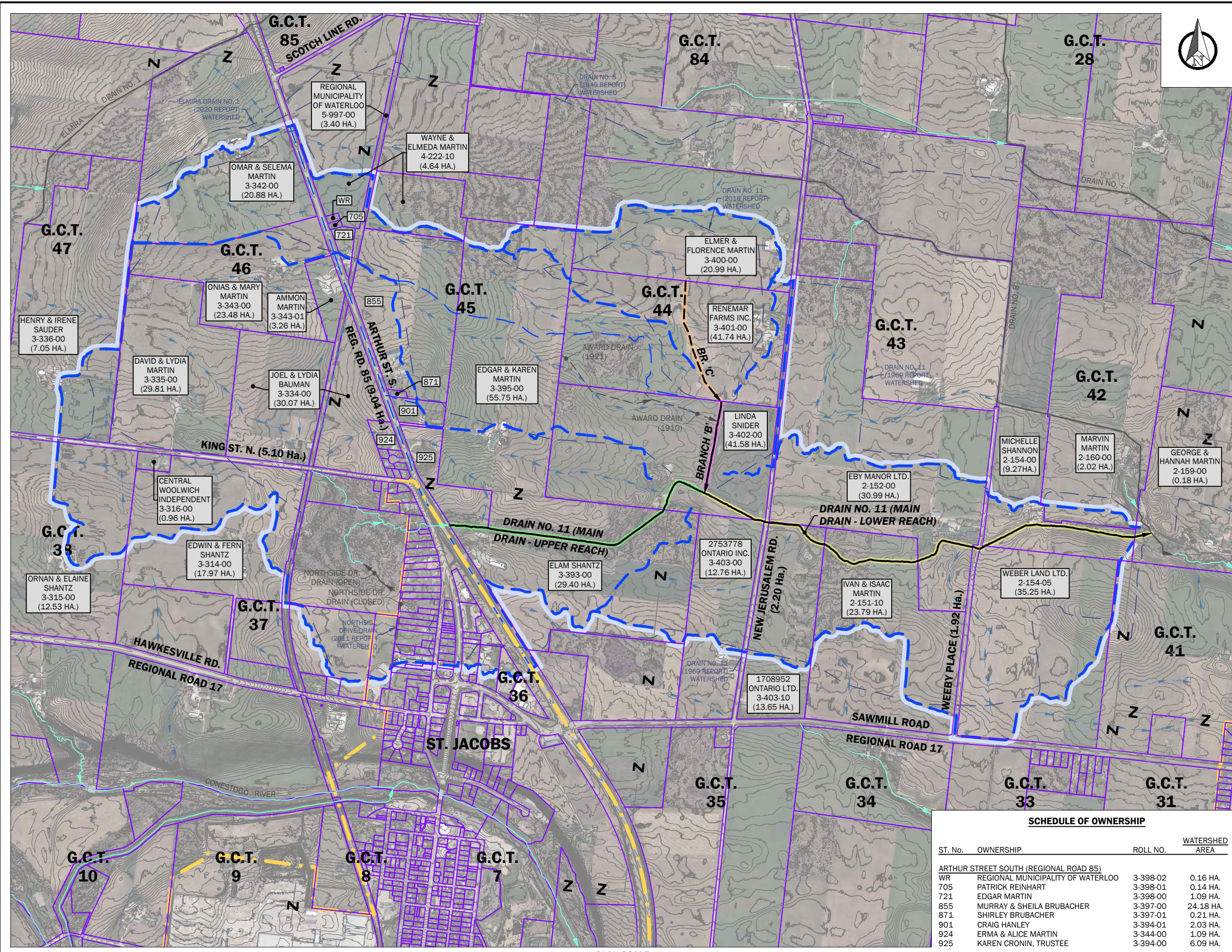
-  LOT/CONCESSION LINE
 -  PROPERTY LINE
 -  URBAN BOUNDARY
 -  MAJOR WATERSHED BOUNDARY
 -  MINOR WATERSHED BOUNDARY
-
-  LANDOWNER NAME(S)
 -  ASSESSMENT ROLL No. (ABBREVIATED)
 -  AREA WITHIN WATERSHED
-
- EXISTING FEATURES:
-  DRAIN NAME OPEN DRAIN WITH FLOW DIRECTION
 -  DRAIN NAME CLOSED DRAIN WITH FLOW DIRECTION
 -  NATURAL WATERCOURSE WITH FLOW DIRECTION
 -  OVERLAND FLOW PATH
- PROPOSED FEATURES:
-  DRAIN NAME OPEN DRAIN WITH FLOW DIRECTION
 -  DRAIN NAME CLOSED DRAIN WITH FLOW DIRECTION



No.	REVISION	DATE (YY-MM-DD)
2	REPORT SUBMISSION	23-04-28
1	MAINTENANCE CIRCULATION	23-03-24



DRAWN BY: R.U.	DESIGNED BY:	CHECKED BY: S.B.
DATE: 2023-04-28	REFERENCE No. WLWCH-001	DRAWING No. 1 OF 2



SCHEDULE OF OWNERSHIP

ST. No.	OWNERSHIP	ROLL NO.	WATERSHED AREA
ARTHUR STREET SOUTH (REGIONAL ROAD 85)			
WR	REGIONAL MUNICIPALITY OF WATERLOO	3-398-02	0.16 HA.
705	PATRICK REINHART	3-398-01	0.14 HA.
721	EDGAR MARTIN	3-398-00	1.09 HA.
855	MURRAY & SHEILA BRUBACHER	3-397-00	24.18 HA.
871	SHIRLEY BRUBACHER	3-397-01	0.21 HA.
901	CRAIG HANLEY	3-394-01	2.03 HA.
924	ERMA & ALICE MARTIN	3-344-00	1.09 HA.
925	KAREN CRONIN, TRUSTEE	3-394-00	6.09 HA.

PLAN SCALE





Clerks Services Memo

To: Mayor Shantz and Members of Council
 From: Jeff Smith, Director of Corporate Services/Clerk
 Subject: Integrity Commissioner – Annual Report
 eDocs or File ID: #125722
 Meeting Date: December 5, 2023

Purpose:

To introduce the Annual Report prepared by the Office of the Integrity Commissioner.

Background:

Section 223.3 (1) of the Municipal Act, 2001, authorizes the municipality to appoint an Integrity Commissioner to report to Council and be responsible for the application of the Code of Conduct or any procedures, rules, and policies of the municipality and local boards governing the ethical behaviour of members of council and local boards.

On March 7, 2017, the Council of the Township of Woolwich approved the Township's Code of Conduct (the "Code") and appointed ADR Chambers Inc. to provide independent Integrity Commissioner Services. ADR Chambers reports directly to Council to provide formal advice, consultation, and training. The Township last renewed the contract with ADR Chambers on May 11, 2021.

The Code speaks to business relations, conduct at meetings, confidential information, gifts, use of Township property, as well as compliant procedures, investigation, and reporting. The Code is intended to demonstrate a commitment to the public that members of Council, Local Boards, and Committees of Council will act with integrity, fairness, consistency, respect and within the law without prejudice or bias.

Comments:

ADR Chambers Inc. reported that they received three requests for advice and no complaints for the period July 1, 2022, to June 30, 2023.

Attachments:

1. Township of Woolwich Integrity Commissioner Annual Report



ADR
C H A M B E R S

Integrity Commissioner Office
for the Township of Woolwich

November 24, 2023

SENT BY E-MAIL TO: jsmith@woolwich.ca

Jeff Smith

Director of Corporate Services/Clerk
Township of Woolwich
24 Church Street West
Elmira, ON N3B 2Z6

Re: File No.: IC-26236-0823: Woolwich - Integrity Commissioner Annual Report- Operating Period July 1, 2022 to June 30, 2023.

Dear Mr. Smith:

Thank you for the opportunity to act as the Integrity Commissioner ("IC") for the Township of Woolwich (the "Township") over the past year. In accordance with the terms of the agreement with the Township, and pursuant to section 223.6(1) of the *Municipal Act, 2001* ("the Act"), we are providing our annual report for the operating period of July 1, 2022 to June 30, 2023.

As you know, the IC's role is to help Members of Council ("Members") ensure that they are performing their duties and functions in accordance with the Township's Code of Conduct (or the "Code") and the *Municipal Conflict of Interest Act* ("MCIA"). The Integrity Commissioner is available to educate and provide advice to Members on matters governing their ethical behavior and compliance with the Code and the MCIA.

The Integrity Commissioner is also responsible for receiving, assessing, and investigating appropriate complaints respecting alleged breaches of the Code or the MCIA.

Requests for Advice

During this operating period, the Integrity Commissioner received and responded to three Requests for Advice.

Code of Conduct Complaints

During this operating period, the Integrity Commissioner received no Code of Conduct complaints.

Education and Training Session

During this operating period, the Integrity Commissioner presented an education seminar to the Township's Council about the Code of Conduct and the role of the Integrity Commissioner.

Billings

A summary of billing for the year is included in this report as Appendix 1.

Final Comments

I look forward to assisting the Township and its Members in contending with the issues that may arise in connection with the administration of its Code in the coming year.

Yours truly,



Lori Lalonde
ADR Program Associate, ADR Chambers Inc.
Office of the Integrity Commissioner

APPENDIX 1
Summary of Billing

Billing for the year to date has totaled \$ **6,299.75**, as detailed below.

Invoice Number	Date	Fees	HST	Total
8302	07/07/2022	\$500.00	\$65.00	\$565.00
8464	08/12/2022	\$2,500.00	\$325.00	\$2,825.00
8532	08/02/2023	\$1,075.00	\$139.75	\$1,214.75
8564	09/03/2023	\$1,125.00	\$146.25	\$1,271.25
8617	06/04/2023	\$375.00	\$48.75	\$423.75
TOTAL		5,575.00	724.75	\$6,299.75

November 27, 2023

Mayor Sandy Shantz
24 Church Street West
Elmira, ON, N3B 2Z6
519-669-6003

Subject: Motion to urge the province to raise ODSP

Dear Mayor Shantz,

Extend-A-Family Waterloo Region supports over 2,400 families, which include both adults and children with physical, intellectual, or developmental disabilities. In Woolwich Township, we provide support for 94 individuals.

In September the City of Kitchener passed a motion urging the province to raise ODSP and OW rates. I have attached a copy of the motion. It is clear throughout our community that people who rely on these provincial sources of income cannot afford to pay rent (even at a subsidized rate). The dollars currently provided essentially amount to legislated poverty.

The 17 adults who use our services are unable to pay rent and purchase food in the same month. The parents of the 77 children who use our services need hope that their children will not have to overcome poverty while simultaneously striving to become contributing citizens.

I would welcome an opportunity for a conversation with you or a member of your council in support of this urgent motion.

Please help amplify the voice of your constituents and pass a similar motion, urging the province to take action.

Sincerely,



Allan Mills
Executive Director

CC: Mayor Dorothy McCabe, Mayor Natasha Salonen, Mayor Jan Liggett, Mayor Joe Nowak, Mayor Sue Foxtan

September 25, 2023

Motion to Kitchener City Council

ODSP rate increase advocacy:

WHEREAS social assistance recipients are living in extreme poverty and food insecurity and are at great risk to develop associated health issues; and,

WHEREAS the Ontario Works (OW) program is meant for people who have financial need; and,

WHEREAS the Ontario Disability Support Program (ODSP) is meant for persons with a disability who are in financial need; and,

WHEREAS OW and ODSP rates are below Canada's Official Poverty Line and since social assistance rates were reduced by 21.6% in 1995, rate increases have been nominal, representing an approximate 10% increase over 26 years; and,

WHEREAS OW rates have not been increased since 2018 and are not indexed to inflation causing further income inequality, poverty and housing unaffordability; and,

WHEREAS a single person can receive up to \$1,308 a month on ODSP which is well below the average rent for a one bedroom apartment in the Region of Waterloo; and,

WHEREAS a single person can receive up to \$733 a month on OW which is well below the average rent for a one bedroom apartment in the Region of Waterloo; and,

WHEREAS rental rates in Kitchener, along with other communities, have risen dramatically in recent years, with average one-bedroom rental rates of \$2,132 per month according to a July 2023 RBC report; and,

WHEREAS provincial programs for affordable housing are based on rent at 80% of market rates so a one bedroom apartment with "affordable rent" is \$1,705 in Kitchener; and,

WHEREAS Canada Mortgage and Housing Corporation defines housing as "affordable" if it costs less than 30% of a household's before-tax income. Based on this definition, a single person on ODSP can afford rent of \$392.40 per month; and,

WHEREAS a shelter allowance for an ODSP recipient living on their own is up to \$556 per month which is intended to help with rent/mortgage, utilities and other housing costs; and,

WHEREAS there are over 12,852 ODSP recipients in Waterloo Region and over 500,000 across the province;

WHEREAS there are over 394,000 OW recipients across the province; and,

WHEREAS ODSP has been indexed to increase with the inflation rate but is currently \$666.67 below the low income cut-off and \$1,259.07 below the disability-adjusted low income cut-off, so with the current model, it will consistently rest below the low income cut-off, with even affordable housing rental rates significantly out of reach; and,

WHEREAS OW and ODSP perpetuate a welfare trap as funds or benefits are clawed back should a recipient receive income from other sources i.e., employment. This disincentivizes people from working, and/or those who do work are penalized for earning money;

THEREFORE BE IT RESOLVED That the City of Kitchener call on the Provincial Government to raise current social assistance rates for ODSP and OW recipients to above the poverty line, to reflect the cost of living and to tie the new rates to inflation so that people can afford to live a dignified life in the Province of Ontario;

THEREFORE BE IT FURTHER RESOLVED That the City of Kitchener call on the Provincial Government to support Feed Canada's recommendation to stop the clawbacks meaning OW and ODSP will allow recipients their first \$1000 earned without penalty and to exempt benefits such as CPP, WSIB, EI and the upcoming CDB from clawbacks as well;

THEREFORE BE IT FINALLY RESOLVED that a copy of this resolution be sent to the Premier of Ontario, local and area MPs and MPPs and the Association of Municipalities of Ontario for further consideration.

Meeting minutes and recording:

<https://pub-kitchener.escribemeetings.com/Meeting.aspx?Id=c82e4916-06b3-455b-8622-994e1337d202&Agenda=PostMinutes&lang=English>



Economic Development Staff Report

Report Number:	A09-2023
Report Title:	Transfer Payment Agreement for Rural Economic Development (RED) Program
Author:	Derek Hughes, Economic Development and Tourism Officer
Meeting Type:	Committee of the Whole Meeting
Meeting Date:	December 5, 2023
eDocs or File ID:	DM# 124883
Consent Item:	No
Final Version:	Yes
Reviewed By:	David Brenneman, CAO
Final Review:	Senior Management Team

Recommendation:

That the Council of the Township of Woolwich, considering Report A09-2023 respecting the Transfer Payment Agreement for Rural Economic Development (RED) Program, authorize the Mayor and Clerk to enter into an agreement with the Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA) for funding under the RED program, as attached to this report.

Background:

Last February, Staff applied for a grant through the OMAFRA RED program. With these funds, the Township of Woolwich will be able to hire a coordinator in 2025 to support the implementation of the outcomes of the Business Retention and Expansion (BR+E) report and action plan.

From 2022 - 2023, Woolwich completed a BR+E survey and developed a report with action items. The BR+E is a structured action-oriented, community-based approach to business and economic development, which will support businesses across all ten communities within the Township, including businesses across all sections of the value chain (suppliers, producers, makers, sellers, etc.).

A BR+E Implementation Coordinator will execute priority projects that address the BR+E's findings, and keep the program on track and on schedule, which will help the Township of Woolwich build and improve relationships with the local business community by executing quick and short-term wins related to economic recovery.

Comments:

The municipality's Economic Development Division will lead the project and hire a BR+E Implementation Coordinator to execute the Action Plan and reach related milestones.

The BR+E plan also collaborates with several organizations within our local and surrounding community to support the implementation of some of the action items, such as:

Wellington-Waterloo Community Futures will provide guidance and mentorship from previous BR+E experience as well as provide business support and consultation services as part of the project.

Both the Downtown Elmira and St. Jacobs Business Improvement Areas will liaise with their business networks to increase the reach and effectiveness of the overall project. They will support business communication of opportunities for training and funding.

Explore Waterloo Region will support the project to further reach the local tourism industry and will support the execution of strategic initiatives to address pertinent business issues and opportunities.

The Workforce Planning Board of Waterloo Wellington Dufferin will support ongoing workforce data sharing and industry knowledge.

The Small Business Centre will support local business training and networking opportunities.

The above partners will strengthen the overall project effectiveness, and this will result in a collaborative, implementation plan.

The Woolwich BR+E Implementation project will result in several short-term outcomes including building stronger relationships with existing businesses and strengthening relationships between organizations, it will let the business community know they are valued and show that the Township is implementing projects to address the findings of the BR+E survey. These short-term impacts will lead to increased business competitiveness which will lead to greater business investment and job creation.

The Woolwich BR+E Implementation project will also result in several long-term outcomes including increased competitiveness of existing businesses, enabling business development resulting in job creation, and an overall enhanced environment for business growth in the area. Additionally, many Woolwich businesses are deep-rooted family enterprises, and this project will result in a greater relationship and strengthened trust with the municipality for years to come.

Interdepartmental Impacts:

None.

Financial Impacts:

The Township is responsible for 50% of expenditures (\$22,500) of the total \$45,000. These applicable expenditures and revenues will be included in the 2025 budget.

Strategic Plan Impacts:

This report and initiative support the Planning for Growth and Exploring Economic Development Opportunities within the Strategic Plan because it will enable us to hire a BR+E Implementation Coordinator, who can help facilitate and ensure the Economic Development Strategic Plan goals are met.

Conclusion:

Staff recommends that the Mayor and Clerk be authorized to enter into an agreement with the Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA) for funding under the Rural Economic Development (RED) program.

Attachments:

1. Transfer Payment Agreement for RED program
2. Woolwich BR+E Report – Action Plan

RURAL ECONOMIC DEVELOPMENT PROGRAM

AGREEMENT BETWEEN:

HIS MAJESTY THE KING IN RIGHT OF ONTARIO
as represented by the Minister of Agriculture, Food and Rural Affairs

(the "Province")

- and -

THE CORPORATION OF THE TOWNSHIP OF WOOLWICH

CRA # 108134883

(the "Recipient")

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

1.0 ENTIRE AGREEMENT

1.1 This Agreement, including:

Schedule "A" – General Terms and Conditions,
 Schedule "B" – Operational Requirements and Additional Provisions,
 Schedule "C" – Project Description,
 Schedule "D" – Financial Information,
 Schedule "E" – Payments and Reports,
 And any amending agreement entered into as provided below,

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

2.0 COUNTERPARTS

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

2.2 Both Parties consent to and agree to accept electronic signatures, (as defined in the *Electronic Commerce Act, 2000*), as binding the Parties to the terms and conditions of this Agreement.

3.0 AMENDING AGREEMENT

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

4.0 ACKNOWLEDGEMENT

4.1 The Recipient acknowledges and agrees:

- (a) (a) It has read and understands the provisions contained in the entire Agreement;
- (b) (a) It will be bound by the terms and conditions in the entire Agreement;
- (c) (a) By receiving and using the Funds provided under this Agreement that it may become subject to the *BPSAA*, the *PSSDA* and the *AGA*;
- (d) The Funds are:

- (i) (i) To assist the Recipient to carry out the Project and not to provide goods or services to the Province, and
- (ii) (i) Funding for the purposes of the *BPSAA* and the *PSSDA*;
- (e) (e) The Province is not responsible for managing or carrying out the Project; and
- (f) (e) The Province is bound by the *FIPPA* and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with the *FIPPA* or other applicable Requirements Of Law.

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

HIS MAJESTY THE KING IN RIGHT OF ONTARIO,

as represented by the Minister of Agriculture, Food and Rural Affairs

 Name: Carolyn Hamilton
 Title: Director, Rural Programs Branch

 Date:

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

THE CORPORATION OF THE TOWNSHIP OF WOOLWICH

 Name: Sandy Shantz
 Title: Mayor

 Date:

 Name: Jeff Smith
 Title: Clerk

 Date:

I have authority to bind the Recipient.

SCHEDULE “A” GENERAL TERMS AND CONDITIONS

ARTICLE 1 INTERPRETATION AND DEFINITIONS

A.1.1 Interpretation. For the purposes of interpreting the Agreement:

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

A.1.2 Definitions. In the Agreement, the following terms will have the following meaning:

“**Additional Terms And Conditions**” means the additional terms and conditions specified in sections A.8.1 and B.2 of this Agreement.

“**AGA**” means the *Auditor General Act, 1990*

“**Agreement**” means this contract between the Province and the Recipient,

“**Arm’s Length**” has the same meaning as determined under the *Income Tax Act (Canada)* as it read on the Effective Date of this Agreement, and as treated or defined under Generally Accepted Accounting Principles.

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

“**Budget**” means the budget attached to section D.2 of this Agreement.

“**Business Day**” means any working day, Monday to Friday inclusive, excluding statutory holidays of the Province and any other day on which the Province is not open for business.

“**Claim Submission Deadline**” means the date or dates set out under section E.1 (b) of this Agreement.

“**Contract**” means an agreement between the Recipient and a third-party whereby the third-party agrees to provide a good or service for the Project in return for financial consideration that may be claimed by the Recipient as an Eligible Cost.

“**Cost-Share Funding Percentage**” means the percentage the Province will pay toward the Recipient’s Eligible Costs, as set out under section D.1.1 of this Agreement.

“**Effective Date**” means the date on which this Agreement is effective, as set out under section B.1.1 of this Agreement.

“Eligible Costs” means those costs set out under in the Guidelines and which the Province has approved as eligible for reimbursement under the terms of this Agreement and also includes any additional costs permitted under section D.2 of this Agreement.

“Event of Default” has the meaning ascribed to it in section A.14.1 of this Agreement.

“Expiration Date” means the date on which this Agreement will expire, as set out under section B.1.2 of this Agreement, unless amended or terminated prior to this date in accordance with the terms and conditions of this Agreement.

“FAA” means the *Financial Administration Act*.

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

“Final Report” means a final Report on the Project in the form set out in section E.2 (a) of this Agreement.

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

“Funding Year” means:

- (a) In the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31, the Expiration Date, or the termination of this Agreement, whichever comes first; and;
- (b) In the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31, the Expiration Date, or the termination of this Agreement, whichever comes first.

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

“Guidelines” means the documents of the Province setting out the criteria governing the operation of the Program, that were made available on the Program website, at the time the Recipient applied for funding from the Program

“Holdback” means the amount set out under section D.1.3 of this Agreement.

“Incurred” in relation to costs, means a cost that a Recipient has become liable for, regardless whether actual payment has occurred.

“Indemnified Parties” means His Majesty the King in Right of Ontario, His Ministers, agents, appointees and employees.

“Ineligible Costs” means those costs set out in the Guidelines as ineligible for reimbursement by the Province and includes any additional costs identified as ineligible under section D.2.2 of this Agreement.

“Maximum Funds” means the maximum amount of Funds that the Province will provide to the Recipient under this Agreement, as set out under section D.1.2 of this Agreement.

“Minister” means the Minister of Agriculture, Food and Rural Affairs or such other Minister who may be designated from time to time as the responsible Minister in relation to the Program in accordance with the *Executive Council Act*, R.S.O. 1990, c. E. 25, as amended.

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

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

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

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient, unless the context implies otherwise.

“Program” means the program created by the Province entitled Rural Economic Development Program under *Order-in-Council 201/2011*, as amended.

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

“Project Approval Date” means the same as the Effective Date, as set out in section B.1.1 of this Agreement.

“Project Completion Date” means the date that the Recipient must complete its Project under this Agreement, as set out in section B.1.3 of Schedule “B” of this Agreement.

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

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

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

“Term” means the period of time beginning on the Effective Date of this Agreement and ending on the Expiration Date or the termination of this Agreement, whichever is shorter.

“Timelines” means the Project schedule set out in Schedule “B”.

A.1.3 Conflict. Subject to section 8.1 of Schedule “A” of this Agreement, in the event of a conflict between this Schedule “A” of the Agreement and any other Schedule of this Agreement, the terms and conditions set out under this Schedule “A” of the Agreement will prevail.

ARTICLE A.2 REPRESENTATIONS, WARRANTIES AND COVENANTS

A.2.1 General. The Recipient represents, warrants and covenants that:

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

A.2.2 Execution of Agreement. The Recipient represents and warrants that it has:

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

A.2.3 Governance. The Recipient represents, warrants and covenants that it has, and will maintain, in writing, for the term of this Agreement:

- (a) A code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) Procedures to ensure the ongoing effective functioning of the Recipient;
- (c) Procedures to enable the Recipient to manage the Funds prudently and effectively;
- (d) Procedures to enable the Recipient to successfully complete the Project;
- (e) Procedures to enable the Recipient to, in a timely manner, identify risks to the completion of the Project and develop strategies to address those risks;
- (f) Procedures to enable the preparation and delivery of all Reports required under this Agreement; and
- (g) Procedures to enable the Recipient to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under this Agreement.

A.2.4 Supporting Documentation. Upon request, and within the time period indicated in the Notice, the Recipient will provide the Province with proof of the matters referred to in this Article 2 of Schedule "A" of this Agreement.

A.2.5 Additional Covenants. The Recipient undertakes to advise the Province within five (5) Business Days of:

- (a) Any changes that affect its representations, warranties and covenants under sections A.2.1, A.2.2 or A.2.3 of this Agreement during the Term of the Agreement;
- (b) Any actions, suits or other proceedings which could or would reasonably prevent the Recipient from complying with the terms and conditions of this Agreement; and
- (c) Any change in ownership or ownership structure.

ARTICLE A.3 FUNDS AND CARRYING OUT THE PROJECT

A.3.1 Funds Provided. The Province will:

- (a) Provide Funds to the Recipient up to the Maximum Funds, based on the Cost-Share Funding Percentage, for the sole purpose of carrying out the Project;
- (b) Provide the Funds to the Recipient in accordance with section D.2 of this Agreement provided that the Recipient makes claims for payment of Funds in accordance with section E.1 of this Agreement;
- (c) Provide funding as long as the total combined amount of provincial and federal assistance for the Eligible Costs actually incurred and paid by the Recipient do not exceed ninety per cent (90%) of those costs; and
- (d) Deposit the Funds into an account designated by the Recipient, provided that account:
 - (i) Resides at a Canadian financial institution, and
 - (ii) Is in the name of the Recipient.

A.3.2 Limitation On Payment Of Funds. Despite section A.3.1 of this Agreement:

- (a) The Province is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as the Province may request pursuant to section A.10.2 of this Agreement;
- (b) The Province is not obligated to provide any Funds until it is satisfied with the progress of the Project;
- (c) The Province may adjust the amount of Funds it provides to the Recipient without liability, penalty or costs in any Funding Year based upon the Province's assessment of the information provided by the Recipient pursuant to Article A.6 of this Agreement;
- (d) If, pursuant to the *FAA*, the Province does not receive the necessary appropriation from the Ontario Legislature for payment under this Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) Reduce the amount of Funds and, in consultation with the Recipient, change the Project without liability, penalty or costs; or
 - (ii) Recover Funds already paid to the Recipient; or
 - (iii) Terminate the Agreement pursuant to section A.13.1 of this Agreement;
- (e) The Province shall impose a Holdback on any payment of Funds and will not be obligated to pay that Holdback to the Recipient until after the Province approves the Recipient's Final Report pursuant to Article A.6 of this Agreement; and
- (f) The Province is not obligated to pay interest on the Holdback as described in (e) or any other payments under this Agreement.

A.3.3 Use Of Funds And Project. The Recipient will:

- (a) Carry out the Project in accordance with the terms and conditions of this Agreement;
- (b) Complete the Project by the Project Completion Date;
- (c) Not use the Funds for Ineligible Costs;
- (d) Use the Funds only:
 - (i) For Eligible Costs that are necessary for the purposes of carrying out the Project; and
 - (ii) For those activities set out in section C.3. of this Agreement; and
- (e) Use the Funds only in accordance with the Budget, including any sub-limits set out therein.

A.3.4 Province's Role Limited To Providing Funds. For greater clarity, the Province's role under this Agreement is strictly limited to providing Funds to the Recipient for the purposes of the Project and the Province is not responsible for carrying out the Project. Without limiting the generality of the foregoing, the fact that the Province may conduct reviews and/or audits of the Project as provided for in this Agreement or issues directions, approves changes to the Project or imposes conditions upon an approval in accordance with the terms and conditions of this Agreement will not be construed by the Recipient as the Province having a management, decision-making or advisory role in relation to the Project. The Recipient further agrees that the Recipient will not seek to include the Province as a decision-maker, advisor or manager of the Project through recourse to a third party, court, tribunal or arbitrator.

A.3.5 No Changes. The Recipient will not make any changes to the Project, including to the Budget or timelines, without the prior written consent of the Province.

A.3.6 No Payment of Funds until Eligible Expenses are approved. The Province will provide the Funds to the Recipient for Eligible Costs upon receipt of proof of the expense and according to the Budget only. The Province shall not advance any of the Funds to the Recipient.

A.3.7 No Provincial Payment Of Interest. The Province is not required to pay interest on any Funds under this Agreement. For greater clarity, this includes interest on any Funds that the Province has withheld paying to the Recipient.

A.3.8 Maximum Funds. The Recipient acknowledges and agrees that the Funds available to it pursuant to this Agreement will not exceed the Maximum Funds.

A.3.9 Rebates, Credits And Refunds. The Recipient acknowledges and agrees that the amount of Funds available to it pursuant to this Agreement and the Program is based on the actual costs to the Recipient, less any costs for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund, including but not limited to tax rebates, credits or refunds. The Recipient further acknowledges and accepts that it is not entitled to those same costs, taxes, rebates, credits or refunds under this Agreement or the Program in whole or in part.

A.3.10 Funding, Not Procurement. The funding the Province is providing under this Agreement is funding for the purposes of the PSSDA.

ARTICLE A.4

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

A.4.1 Acquisition. If the Recipient acquires goods or services or both with the Funds, it will:

- (a) Do so through a process that is transparent, fair and promotes the best value for the money expended and at competitive prices that are no greater than fair market value after deducting trade discounts and/or any other discounts available to the Recipient; and
- (b) Comply with any Requirements of Law that may be applicable to how the Recipient acquires any goods or services or both.

A.4.2 Contracts. The Recipient will ensure that all Contracts:

- (a) Are consistent with this Agreement;
- (b) Do not conflict with this Agreement;
- (c) Incorporate the relevant provisions of this Agreement to the fullest extent possible;
- (d) Require that any parties to those Contracts comply with all Requirements of Law; and
- (e) Authorize the Province to perform audits of the parties to those Contracts in relation to the Project as the Province sees fit in connection with Article A.6 of this Agreement .

A.4.3 Disposal. The Recipient:

- (a) Will, where Ontario's contribution to the cost of an asset created or purchased using the Funds, exceeds twenty-five thousand dollars (\$25,000.00) at the time of purchase or creation of the asset, retain ownership of the asset for at least two (2) years from the Expiration Date of this Agreement; unless otherwise provided under this Agreement or directed by the Province in writing; and
- (b) Will not, without the Province's prior written consent, lease or otherwise encumber assets referred to under section A.4.3(a) for at least two (2) years from the Expiration Date of this Agreement unless otherwise provided under this Agreement or as the Province directs in writing.

In the event the Recipient does not comply with section A.4.3 of this Agreement, the Province may recover the Funds provided to the Recipient for the assets referred to under section A.4.3.

ARTICLE A.5 CONFLICT OF INTEREST

- A.5.1 *No Conflict Of Interest.*** The Recipient will carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.
- A.5.2 *Conflict Of Interest Includes.*** For the purposes of this Article, a conflict of interest includes any circumstances where:
- (a) The Recipient; or
 - (b) Any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Project, the use of the Funds or both.
- A.5.3 *Disclosure To The Province:*** The Recipient will:
- (a) Disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and
 - (b) Comply with any terms and conditions that the Province may impose as a result of the disclosure.

ARTICLE A.6 REPORTING, ACCOUNTING AND REVIEW

- A.6.1 *Preparation And Submission.*** The Recipient will:
- (a) Provide any information that is requested by the Province as the Province directs and within the timeline set out in the direction;
 - (b) Submit to the Province (at the address referred to in section B.1.5 of this Agreement) all Reports in accordance with the timelines and content requirements set out in Schedule "E", or in a form as specified by the Province from time to time and ensure that all reports are:
 - (i) Completed to the satisfaction of the Province; and
 - (ii) Signed on behalf of the Recipient by an authorized signing officer and that the accompanying attestation has been completed.
- A.6.2 *Records Maintenance.*** The Recipient will keep and maintain:
- (a) All financial records, including invoices, relating to the Funds or otherwise to the Project in a manner consistent with generally acceptable accounting principles; and
 - (b) All non-financial documents and records relating to the Funds or otherwise to the Project.
- A.6.3 *Inspection.*** The Province, its authorized representatives or an independent auditor identified by the Province may, at their own expense, upon twenty-four (24) hours' Notice to the Recipient during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may take one or more of the following actions:
- (a) Inspect and copy the records and documents referred to in section A.6.2 of this Agreement;

- (b) Remove any copies made pursuant to section A.6.3(a) of this Agreement from the Recipient's premises; and
- (c) Conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project or both.

A.6.4 Disclosure. To assist in respect of the rights set out under section A.6.3 of Schedule "A" of this Agreement, the Recipient will disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province and will do so in the form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.

A.6.5 No Control Of Records. No provision of this Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A.6.6 Auditor General. For greater certainty, the Province's rights to audit under this Article 6 of the Agreement are in addition to any rights provided to the Auditor General.

ARTICLE A.7 COMMUNICATIONS

A.7.1 Acknowledgement And Support. Unless otherwise directed by the Province, the Recipient will:

- (a) submit all Project-related external or public facing publications, whether intended for written, oral or visual communications and including social media publications, to the Province's contact set out in section B.1.4 for approval at least ten (10) Business Days prior to their intended publication date;
- (b) acknowledge the support of the Province in the form and manner set out under section B.1.5 of this Agreement or as otherwise directed; and
- (c) indicate in all of its Project-related publications – whether written, oral or visual – that any views expressed therein are the views of the Recipient and do not necessarily reflect those of the Province.

The Recipient's internal Project-related communications, such as reports from municipal staff to council, are not subject to the requirements in paragraphs A.7.1 (a), (b) and (c).

A.7.2 Publication By The Province. The Recipient agrees that the Province may, in addition to any obligations the Province may have under FIPPA, publicly release information under this Agreement, including the Agreement itself, in hard copy or in electronic form, on the internet or otherwise.

ARTICLE A.8 ADDITIONAL TERMS AND CONDITIONS

A.8.1 Additional Terms And Conditions. The Recipient will comply with any Additional Terms and Conditions set out under section B.2 of this Agreement. In the event of a conflict or inconsistency between any of the requirements of the Additional Terms and Conditions and any requirements of this Schedule "A" of the Agreement, the Additional Terms and Conditions will prevail.

ARTICLE A.9 INDEMNITY

- A.9.1 Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all direct or indirect liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with this Agreement, unless solely caused by the gross negligence or willful misconduct of the Province.
- A.9.2 Recipient's Participation.** The Recipient will, at its expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.
- A.9.3 Province's Election.** The Province may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of the Province under this Agreement, at law or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.
- A.9.4 Settlement Authority.** The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of the Province. If the Recipient is requested by the Province to participate in or conduct the defence of any proceeding, the Province, as the case may be, will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.
- A.9.5 Recipient's Co-operation.** If the Province conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province, as the case may be, to the fullest extent possible in the proceedings and any related settlement negotiations.

ARTICLE A.10 INSURANCE

- A.10.1 Recipient's Insurance.** The Recipient represents and warrants that it has, and will maintain for the Term of this Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million dollars (\$2,000,000.00) per occurrence. The policy will include the following:
- (a) A cross-liability clause;
 - (b) Contractual liability coverage;
 - (c) A thirty (30) day written notice of cancellation or termination provision.
- A.10.2 Proof Of Insurance.** The Recipient will:
- (a) Upon request of the Province provide the Province with either:
 - (i) Certificates of insurance that confirm the insurance coverage required under section A10.1 of this Schedule "A" is in place within the time limit set out in the request, or
 - (ii) Other proof that confirms the insurance coverage required under section A10.1 of this Schedule "A" is in place within the time limit set out in that request; and
 - (b) In the event that:

- (i) A claim is made against the Province in relation to this Agreement, and
- (ii) The insurer does not agree to defend and indemnify the Province in relation to that claim, make available to the Province, upon request and within the time limit set out in that request, a copy of each insurance policy the Recipient is required to have under section A.10.1 of this Agreement.

ARTICLE A.11 TERMINATION ON NOTICE

A.11.1 Termination On Notice. The Province may terminate the Agreement at any time without liability, penalty or costs upon giving at least thirty (30) days' Notice to the Recipient.

A.11.2 Consequences Of Termination On Notice By The Province. If the Province terminates this Agreement pursuant to section A.11.1 of this Agreement, the Province may take one or more of the following actions:

- (a) Direct that the Recipient does not incur any costs for the Project that are Eligible Costs under this Agreement without the Province's prior written consent;
- (b) Cancel any further payments of the Funds;
- (c) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (d) Determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) Permit the Recipient to offset such costs against the amount owing pursuant to section A.12.2(b) of this Agreement; and
 - (ii) Subject to section A.3.8 of this Agreement, provide Funds to the Recipient to cover such costs.

ARTICLE A.12 TERMINATION WHERE NO APPROPRIATION

A.12.1 Termination Where No Appropriation. If, as provided for in sections A.3.2(d) of this Agreement, the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to this Agreement, the Province may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Recipient.

A.12.2 Consequences Of Termination Where No Appropriation. If the Province terminates this Agreement pursuant to section A.12.1 of this Agreement, the Province may take one or more of the following actions:

- (a) Cancel any further payments of the Funds;
- (b) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) Determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A.12.2(b) of this Agreement.

A.12.3 No Additional Funds. For greater clarity, if the costs determined pursuant to section A.12.2(c) of this Agreement exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

ARTICLE A.13

EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

A.13.1 Events Of Default. Each of the following events will constitute an Event of Default:

- (a) In the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of this Agreement:
 - (i) Carry out the Project;
 - (ii) Use or spend the Funds;
 - (iii) Provide, in accordance with section A.6.1, Reports or any such other reports as may have been requested pursuant to section A.6.1(b), under this Agreement; or
 - (iv) The Recipient fails to follow any directions that the Province provides under this Agreement.
- (b) The Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the Program under which the Province provides the Funds;
- (c) The Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application or an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) The Recipient ceases to operate.

A.13.2 Consequences Of Events Of Default And Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

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

A.13.3 Opportunity To Remedy. If, in accordance with section A.13.2(b) of this Agreement, the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

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

A.13.4 Recipient Not Remediating. If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A.13.2(b) of this Agreement, and;

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

the Province may extend the Notice Period or initiate any one or more of the actions provided for in sections A.13.2(a), (c), (d), (e), (f), (g), (h) and (i) of this Agreement.

A.13.5 When Termination Effective. Termination under Article A.13 of this Agreement will take effect as set out in the Notice.

ARTICLE A.14 LIMITED TERMINATION OF AGREEMENT

A.14.1 Limited Termination Of Agreement. Without limiting the Province's rights under this Agreement, if the Province exercises its right of termination pursuant to Articles A.11, A.12 or A.13 of this Agreement, the Province may limit such termination to one or more activities set out under Article C.3 of this Agreement without terminating this Agreement as a whole.

A.14.2 Impact Of Limited Termination Of The Agreement. If the Province exercises its right under section A.14.1 of this Agreement, the Province will adjust the Funds being provided under this Agreement to account for the limited termination and the remainder of the Agreement not terminated will remain in effect.

ARTICLE A.15 FUNDS AT THE END OF A FUNDING YEAR

A.15.1 Funds At The End Of A Funding Year. Without limiting any rights of the Province under Article A.13 of this Agreement, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may, at its sole and absolute discretion, adjust the amount of any further payments of Funds accordingly.

ARTICLE A.16 REPAYMENT

A.16.1 Repayment Of Overpayment. If at any time during the Term of this Agreement the Province provides Funds in excess of the amount to which the Recipient is eligible to receive under this Agreement, the Province may:

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

A.16.2 Interest Rate. The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A.16.3 Payment Of Money To Province. The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address referred to in section 18.1 of Schedule “A” of this Agreement.

A.16.4 Repayment. Without limiting the application of section 43 of the *FAA*, if the Recipient fails to repay any amount owing under this Agreement, His Majesty the King in Right of Ontario may deduct any unpaid amount from any money payable to the Recipient by His Majesty the King in Right of Ontario.

A.16.5 Funds Are Part Of A Social Or Economic Program. The Recipient acknowledges and agrees that any Funds provided under this Agreement are for the administration of social or economic programs or the provision of direct or indirect support to members of the public in connection with social or economic policy.

ARTICLE A.17 NOTICE

A.17.1 Notice In Writing And Addressed. Notice will be in writing and will be delivered by email, postage-paid mail or personal delivery and will be addressed to the Province and the Recipient respectively as set out in section B.1.6 of this Agreement or as either Party later designates to the other by Notice.

A.17.2 Notice Given. Notice will be deemed to have been given:

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

A.17.3 Postal Disruption. Despite section A.17.2(a) of this Agreement, in the event of a postal disruption,

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

ARTICLE A.18 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A.18.1 Consent. When the Province provides its consent pursuant to this Agreement, that consent will not be considered valid unless that consent is in writing and the person providing that consent indicates in the consent that that person has the specific authority to provide that consent. The Province may also impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

ARTICLE A.19 SEVERABILITY OF PROVISIONS

A.19.1 Invalidity Or Unenforceability Of Any Provision. The invalidity or unenforceability of any provision in this Agreement will not affect the validity or enforceability of any other provision of this Agreement. Any invalid or unenforceable provision will be deemed to be severed.

ARTICLE A.20 WAIVER

A.20.1 *Waivers In Writing.* If a Party fails to comply with any term or condition of this Agreement that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A.17 of this Agreement. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply. For greater clarity, where the Province chooses to waive a term or condition of this Agreement, such waiver will only be binding if provided by a person who indicates in writing that he or she has the specific authority to provide such a waiver.

ARTICLE A.21 INDEPENDENT PARTIES

A.21.1 *Parties Independent.* The Recipient acknowledges and agrees that it is not an agent, joint venturer, partner or employee of the Province and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is or take any actions that could establish or imply such a relationship.

ARTICLE A.22 ASSIGNMENT OF AGREEMENT OR FUNDS

A.22.1 *No Assignment.* The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under this Agreement.

A.22.2 *Agreement Binding.* All rights and obligations contained in this Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

ARTICLE A.23 GOVERNING LAW

A.23.1 *Governing Law.* This Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with this Agreement will be conducted in the Courts of Ontario, which will have exclusive jurisdiction over such proceedings.

ARTICLE A.24 FURTHER ASSURANCES

A.24.1 *Agreement Into Effect.* The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of this Agreement to their full extent.

ARTICLE A.25 JOINT AND SEVERAL LIABILITY

A.25.1 *Joint And Several Liability.* Where the Recipient comprises more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under this Agreement.

**ARTICLE A.26
RIGHTS AND REMEDIES CUMULATIVE**

A.26.1 *Rights And Remedies Cumulative.* The rights and remedies of the Province under this Agreement are cumulative and are in addition to, and not in substitution of, any of its rights and remedies provided by law or in equity.

**ARTICLE A.27
JOINT AUTHORSHIP**

A.27.1 *Joint Authorship Of Agreement.* The Parties will be considered joint authors of this Agreement and no provision herein will be interpreted against one Party by the other Party because of authorship. No Party will seek to avoid a provision herein because of its authorship through recourse to a third party, court, tribunal or arbitrator.

**ARTICLE A.28
FAILURE TO COMPLY WITH OTHER AGREEMENT**

A.28.1 *Other Agreements.* If the Recipient:

- (a) Has committed a Failure;
- (b) Has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) Has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) Such Failure is continuing,

the Province may suspend the payment of Funds under this Agreement without liability, penalty or costs for such period as the Province determines appropriate.

**ARTICLE A.29
SURVIVAL**

A.29.1 *Survival.* The provisions of this Agreement that by their nature survive the expiration or early termination of this Agreement will so survive for a period of seven (7) years from the date of expiry or termination. Without limiting the generality of the foregoing, the following Articles and sections, and all applicable cross-referenced sections and schedules will continue in full force and effect for a period of seven (7) years from the date of expiry or termination: Articles A.1 and any other applicable definitions, A.9, A.16, A.17, A.19, A.20, A.23, A.24, A.26, A.27, and A.28 as well as sections A.3.2, A.3.4, A.3.8, A.3.9, A.6.1 (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province), A.6.2, A.6.3, A.6.4, A.6.5, A.6.6, A.11.2, A.12.2, A.13.1, A.13.2, A.13.4 of this Agreement and any cross-referenced Schedules therein as well as any other provision in this Agreement that specifically sets out it will survive the expiration or early termination of this Agreement. Despite the above, section A.4.3 of this Agreement shall survive for a period of two (2) years from the date of expiry or termination of this Agreement.

[REST OF PAGE INTENTIONALLY LEFT BLANK - SCHEDULE "B" FOLLOWS]

SCHEDULE “B” OPERATIONAL REQUIREMENTS AND ADDITIONAL TERMS AND CONDITIONS

ARTICLE B.1 OPERATIONAL REQUIREMENTS

B.1.1 Effective Date. The Effective Date of this Agreement is: **April 1, 2023**

B.1.2 Expiration Date. The Expiration Date of this Agreement is: **December 31, 2026**

B.1.3 Project Completion Date. The Project Completion Date is: **December 31, 2025**

The Project Completion Date may be extended once at the request of the Recipient by up to six (6) months, provided that:

- (a) The proposed extended date is at least 6 months prior to the Expiration Date
- (b) The request is made in writing to the address in section B.1.6 of this Agreement; and
- (c) The request is approved by the Province in writing.

Extensions of the Project Completion Date not being at least 6 months prior to the Expiration Date will require a written amendment to this Agreement duly executed by the Parties.

B.1.4 Submission Of Reports and Publications For Approval. All Reports and Project-related publications requiring approval under this Agreement shall be submitted to:

Name: Ontario Ministry of Agriculture, Food and Rural Affairs

Address: Rural Programs Branch
4th Floor NW, 1 Stone Road West
Guelph, Ontario N1G 4Y2

Attention: Agriculture and Rural Programs Unit

Email: RED@ontario.ca

or any other person identified by the Province in writing.

B.1.5 Recognition Of Provincial Support: In addition to the requirements under section A.7.1 of this Agreement, the Recipient will acknowledge the Province’s support for the Project in the following manner: “The project is funded in part by the Ontario Ministry of Agriculture, Food and Rural Affairs”.

B.1.6 Providing Notice. All Notices under this Agreement shall be provided to:

	The Province:	The Recipient:
Name:	Ontario Ministry of Agriculture, Food and Rural Affairs	The Corporation of the Township of Woolwich

Address: Rural Programs Branch PO Box 158, 24 Church Street West
4th Floor NW, 1 Stone Road West Elmira, Ontario N3B 2Z6
Guelph, Ontario N1G 4Y2

Attention: Director, Rural Programs Branch Jenna Morris, Economic Development and Tourism
Officer

Email: RED@ontario.ca jmorris@woolwich.ca

or any other person identified by the Parties in writing through a Notice.

ARTICLE B.2 ADDITIONAL TERMS AND CONDITIONS

Insolvency

B.2.1 Notice Of Recipient's Insolvency. The Recipient will:

- (a) Provide the Province with Notice at least ten (10) Business Days prior to making an assignment, proposal, compromise or arrangement for the benefit of its creditors and will not incur any additional costs for the Project under this Agreement without the Province's prior written consent from the date the Notice is sent to the Province; and
- (b) Provide the Province with Notice within ten (10) Business Days of a creditor providing the Recipient with a notice of an intent to enforce security or applying for an order adjudging the Recipient bankrupt or the appointment of a receiver, and will not incur any additional costs under this Agreement without the prior approval of the Province from the date that the Recipient received notice of the creditor's action.

Duty To Consult With Aboriginal Peoples

B.2.2 Funding Dependent Upon Province Satisfying Any Duty To Consult Obligations. The Recipient accepts that the provision of any Funds under this Agreement is strictly conditional upon the Province satisfying any obligations it may have to consult with and, if appropriate, accommodate Aboriginal peoples where decisions or actions regarding the Project may adversely impact established or asserted Aboriginal or treaty rights. Aboriginal peoples are First Nations and Métis communities that have Aboriginal or treaty rights under section 35 of the *Constitution Act, 1982*.

B.2.3 Effect Of Termination Of Agreement. The Recipient accepts that the Province may, without any liability, penalty or cost, terminate this Agreement in accordance with section A11.1 of Schedule "A" in the event that the Province determines that it is unable to satisfy any obligations it may have to consult with and, if appropriate, accommodate any Aboriginal peoples whose established or asserted Aboriginal or treaty rights may be adversely impacted by the Project. Where the Province terminates this Agreement pursuant to this section, the Province will have the rights set out under section A11.2 of Schedule "A".

B.2.4 Delegation. The Province may delegate to the Recipient any procedural aspect of any consultation obligations it may have with Aboriginal peoples having established or asserted Aboriginal or treaty rights who may be adversely impacted by the Project. If delegated, the Recipient will accept the delegation.

B.2.5 Recipient's Obligations Regarding Consultations. The Recipient will:

- (a) Undertake consultations on behalf of the Province with Aboriginal peoples whose asserted or established Aboriginal or treaty rights may be adversely impacted by the Project;

- (b) Take directions from the Province in relation to the procedural aspects of consulting with Aboriginal peoples, including prospectively suspending, altering or terminating the Project. The procedural aspects may include providing information regarding the Project to First Nations and Métis communities and gathering information about the impact of the Project on asserted or established Aboriginal or treaty rights; and
- (c) Provide a detailed account of all actions it undertook in relation to the consultations with Aboriginal peoples, including copies of all correspondence with them.

**[REST OF PAGE INTENTIONALLY LEFT BLANK - SCHEDULE "C" - PROJECT DESCRIPTION
FOLLOWS]**

**SCHEDULE "C"
PROJECT DESCRIPTION**

C.1 PROJECT NAME

BR+E Implementation

C.2 PROJECT STREAM

Economic Diversification and Competitiveness

C.3 PROJECT OBJECTIVE

The Township of Woolwich will hire a coordinator to support with implementing the outcomes of the BR+E report and action plan, which will help build and improve relationships with the local business community by executing quick and short-term wins related to economic recovery.

PROJECT ACTIVITIES ELIGIBLE FOR FUNDING INCLUDE
Project coordination for BR+E project and implementation (salary of new hire to work 100% on the project)
Organization and facilitation of community consultation to inform the BR+E study (venue rental fees)

All activities identified above will be completed by the Project Completion Date identified under section B.1.3 of this Agreement.

[REST OF PAGE INTENTIONALLY LEFT BLANK - SCHEDULE "D" - PROEJCT FINANCIAL INFORMATION FOLLOWS]

SCHEDULE "D"

PROJECT FINANCIAL INFORMATION

ARTICLE D.1 FUNDING INFORMATION

- D.1.1 *Cost-Share Funding Percentage.*** The Cost-Share Funding Percentage is fifty per cent (50.00%) of incurred paid Eligible Costs up to the Maximum Funds.
[Note that for payment purposes the percentage is calculated to 10 decimal places and is based on the Maximum Funds against the Project's Total Eligible Costs.]
- D.1.2 *"Maximum Funds".*** The Maximum Funds the Recipient is eligible to receive from the Province under this Agreement is \$22,500.00
- D.1.3 *Holdback.*** The Holdback will be up to ten per cent (10%) of Maximum Funds from the final payment of Funds made under this Agreement.

ARTICLE D.2 COSTS

- D.2.1 *Eligible Costs.*** Eligible Costs are those costs or percentage of a cost defined as Eligible Costs in the Guidelines and are limited to costs which the Province has determined, at its sole and absolute discretion, to be costs properly and reasonably incurred, paid or reimbursed by the Recipient, and are necessary for the successful completion of the Project.

For greater clarity, Eligible Costs are those costs that are:

- (a) Incurred by the Recipient in the Province of Ontario on or after the Effective Date and on or before the Project Completion Date;
- (b) Paid by the Recipient to an Arm's Length third party;
- (c) Consistent with the applicable list of Eligible Costs set out in the Guidelines from time to time;
- (d) If related to travel or meals, are consistent with the requirements for travel and meal costs set out in section D.3.1 of this Agreement; and
- (e) In the Province's sole and absolute discretion, directly attributable and necessary for the successful completion of the Project and properly and reasonably incurred, paid or reimbursed by the Recipient.

When purchasing goods or services for the Project, Recipients must follow a process that is transparent and fair, that promotes the best value for the money expended and is at competitive prices that are no greater than the fair market value, including when retaining consultants and contractors.

- D.2.2 *Incurring Eligible Costs.*** The Recipient will incur Eligible Costs as described in section D.2.1 and in accordance with the following Budget of Provincial Contribution chart and no later than by the Project Completion Date:

PROJECT BUDGET						
FUNDING YEAR	QUARTER 1 (APR.–JUN.)	QUARTER 2 (JUL.–SEP.)	QUARTER 3 (OCT.–DEC.)	QUARTER 4 (JAN.–MAR.)	FUNDING YEAR PAYMENT UP TO	MAXIMUM TOTAL ELIGIBLE COSTS
2024-25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
2025-26	\$6,666.67	\$6,666.67	\$9,166.67	\$0.00	\$22,500.00	\$45,000.00
MAXIMUM FUNDS FOR THE PROJECT					\$22,500.00	\$45,000.00

D.2.3 **Ineligible Costs.** Ineligible Costs are any costs that do not meet the requirements for Eligible Costs in section D.2.1 of this Agreement or were not approved by the Province in writing before the Recipient incurred the costs. Ineligible Costs include but are not limited to:

- (a) Any cost incurred prior to the Effective Date or after the Project Completion Date;
- (b) Any cost that will be funded or reimbursed through any other agreement with any third party other than other ministries, agencies and organizations of the Government of Ontario.
- (c) Any cost associated with providing any Reports to the Province pursuant to Schedule “E” or other information required by the Province; and
- (d) Any cost associated with lobbying the Province, including other Ministries, agencies and organizations of the Government of Ontario;

ARTICLE D.3 TRAVEL AND MEAL COSTS

D.3.1 In order to be considered Eligible Costs, travel and meal costs must be:

- (a) Identified in section C.3 of this agreement
- (b) Incurred only by persons who were hired to work 100 per cent of their time on the Project and whose position is reimbursed by the Funds;
- (c) Aligned with the most current Travel, Meal and Hospitality Expenses Directive (a copy will be provided upon request).

**[REST OF PAGE INTENTIONALLY LEFT BLANK - SCHEDULE “E” - PAYMENTS AND REPORTS
FOLLOWS]**

SCHEDULE “E” PAYMENTS AND REPORTS

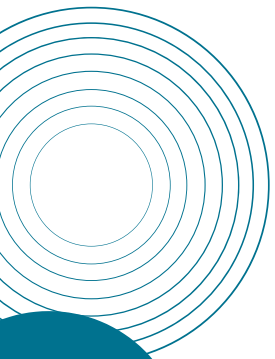
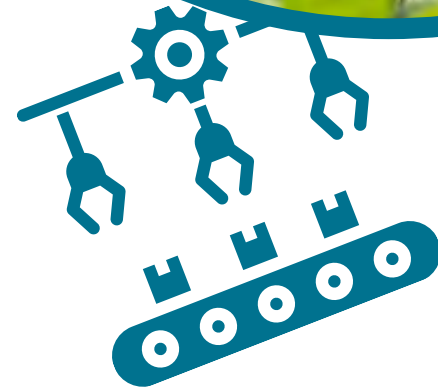
E.1 Claim Submission Requirements. The Recipient shall submit claims electronically using the Province’s claims portal. Instructions on receiving access to the portal will be provided to the Recipient by the Province at the time of approval. Claims shall be provided as set out in the table below. Claims are not considered delivered until reviewed and approved by the Province.

Name of Claim		Due Date
(a)	Claim Statement	A minimum of one claim must be submitted prior to the final claim, and no later than six months prior to the Project Completion Date, or no later than the midway point between the Project Approval Date and the Project Completion Date, whichever comes later, unless waived at the sole and absolute direction of the Province.
(b)	Final claim	The final claim is to be completed and submitted to the Province within three (3) months following the Project Completion Date.

E.2 Reporting Requirements. Reports shall be provided as set out in the table below. Reports are not considered delivered until reviewed and approved by the Province.

Name of Report		Due Date
1.	Progress Report containing, at a minimum, <ul style="list-style-type: none"> • information on Eligible Costs incurred to date; • progress on Project Activities (Identified in section C.3); and information on any significant risks or impediments to the successful completion of the project on or before the Project Completion Date (identified in section B.1.3).	A minimum of one Progress Report must be submitted no later than six months prior to the Project Completion Date, or no later than the midway point between the Project Approval Date and the Project Completion Date, whichever comes later, unless waived at the sole and absolute direction of the Province.
2.	Final Report	The Final Report is to be completed and submitted to the Province on or before: Project Completion + 4 months A copy of the Final Report Template will be provided to you upon request.
3.	Other Reports Any other Report regarding the Project or evidence of project completion that the Province requests.	As directed by the Province.

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Woolwich Business Retention & Expansion (BR+E) Report

2022/2023

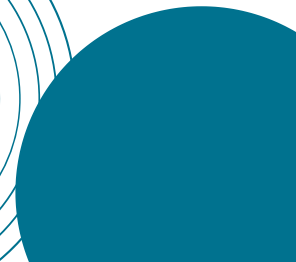
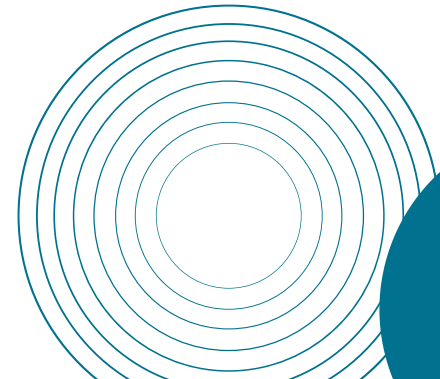


TABLE OF CONTENTS

Project Summary 2 - 3

Acknowledgements 4

Business Information 5 - 7

Workforce 8 - 16

Resources & Supports 17 - 19

Outlook 20 - 21

Economic Opportunity & COVID-19 22

Thoughts, Issues & Actions 23

The Woolwich Community 24 - 27

As a Business Owner I Feel 28

Action Plan 29 - 32

CONTACT

Economic Development and Tourism

Township of Woolwich

economicdevelopment@woolwich.ca

(519) 669-1647

24 Church Street West, P.O. Box 158,
Elmira, ON, N3B 2Z6

ABOUT THIS PROJECT

This project is being completed by the Township of Woolwich Economic Development & Tourism Department to help guide business recovery and retention efforts. Businesses were to complete a BR+E survey either online or in-person as a follow-up to the COVID-19 Impact Report generated in September 2021, to help gauge the impact of the COVID-19 pandemic on business activities, and provide detailed information to inform strategic action planning and work towards economic recovery in the township. A total of 80 online surveys and interviews were completed within the 10 Woolwich communities.

GOAL

COVID-19 brought forth many concerns and opportunities for the business community. We would like to identify these issues and work towards an action plan which will benefit our businesses. The COVID-19 Impact Survey Report was the first step to a greater Economic Recovery Strategy in the area. The Business Retention and Expansion (BR+E) Project will help us identify future plans and needs of our local businesses, and how they feel about Woolwich as a place to do business. Information gathered from this report will be used towards recovery efforts and to plan future economic development activities.

WHAT IS A BR + E?

Developed by the Province of Ontario, the Business Retention and Expansion (BR+E) program focuses on supporting the community's existing businesses by creating modes of engagement and building relationships amongst the local government and the local business community.

The Woolwich BR+E project is a community-wide effort that emphasizes making connections with local businesses. Specifically, the objectives of the project are to:

- Identify the needs, concerns, and opportunities of existing local businesses in order that, where appropriate, local action can be taken to respond to the businesses' needs or development opportunities.
- Learn of the future plans of the area's local businesses with respect to expansion, relocation, and/or retention and assess where assistance can be provided.
- Demonstrate the community's pro-business attitude and develop an effective means of communication with local businesses.
- Address immediate issues and opportunities



SECTORS INTERVIEWED

- 11 - Agriculture, Forestry, Fishing and Hunting
- 23 - Construction
- 31 - Manufacturing, (food, beverage, etc.)
- 42 - Wholesale Trade
- 44 - Retail Trade, (motor vehicle, furniture, etc.)
- 48 - Transportation and Warehousing, (air, rail, truck, etc.)
- 51 - Information
- 52 - Finance and Insurance
- 53 - Real Estate and Rental and Leasing
- 54 - Professional, Scientific, and Technical Services
- 55 - Management of Companies and Enterprises
- 56 - Administrative and Support and Waste Management and Remediation Services
- 61 - Educational Services
- 62 - Health Care and Social Assistance
- 71 - Arts, Entertainment, and Recreation
- 72 - Accommodation and Food Services
- 81 - Other Services (except Public Administration)



80

Business Surveys/Interviews Completed

Data was collected between
July 2022 - November 2022

PROJECT TIMELINE

Data Collection & Analysis

- Surveys sent out and collected
- Survey results compiled & analyzed
- Identify key issues and opportunities

July - Nov. 2022

Develop Goals & Action Plan

- Identify and address key findings
- Gather data in preparation of final report

Nov. 2022 - Feb. 2023

Prepare Final Report

- Complete final report and share results with the community, council, industry partners, etc.

Jan. - March 2023

Implement Actions

- Implement action items
- Identify/create future supporting projects

March 2023 - Nov. 2023

Monitor & Track Progress

March 2023 - Dec. 2023

ACKNOWLEDGEMENTS

TOWNSHIP OF WOOLWICH BUSINESS OWNERS

Thank you to our wonderful Woolwich business owners who took out time from their very busy schedules to complete the BR+E survey with us! Thank you for your continuous support in our endeavors towards economic recovery in the Township of Woolwich.

OMAFRA

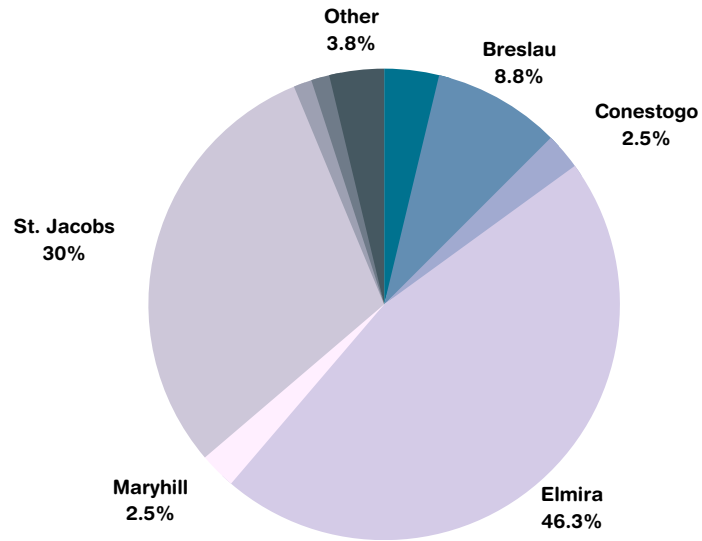
Thank you to OMAFRA for providing the necessary information, training, survey questions and support to successfully implement the BR+E project in our community.

WELLINGTON-WATERLOO COMMUNITY FUTURES (WWCF)

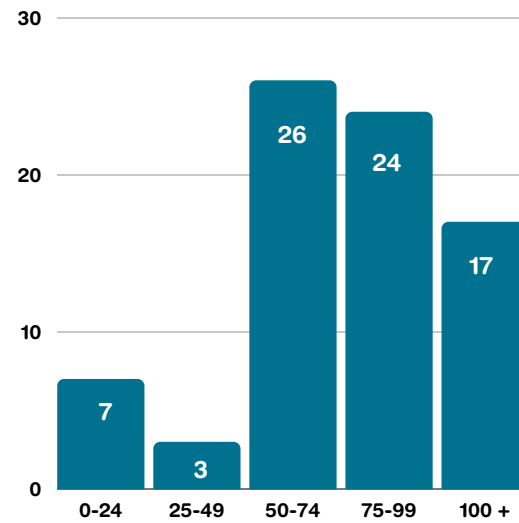
WWCF was a co-applicant and funding partner on this project. Thank you for supporting with the research and creation of the Woolwich BR+E Project.



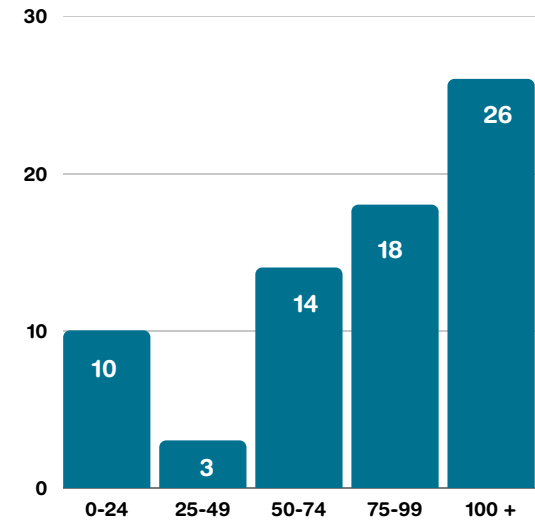
PRIMARY LOCATION OF BUSINESS



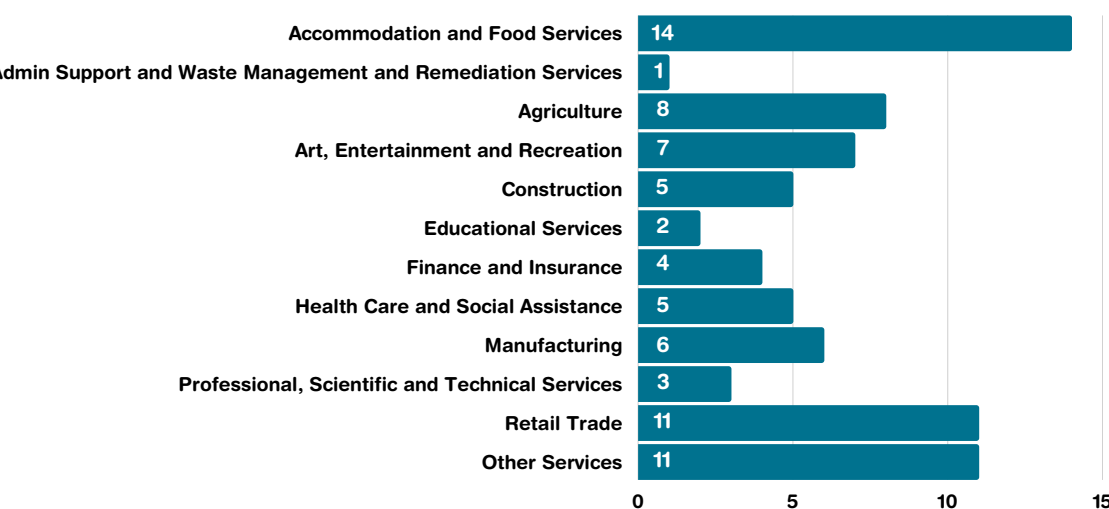
CURRENT OPERATING LEVEL (%)



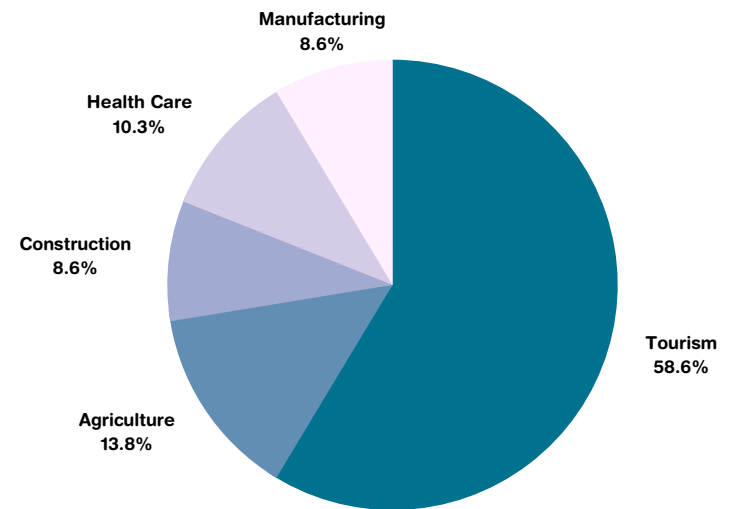
CURRENT MONTHLY REVENUES vs. 2019 (%)



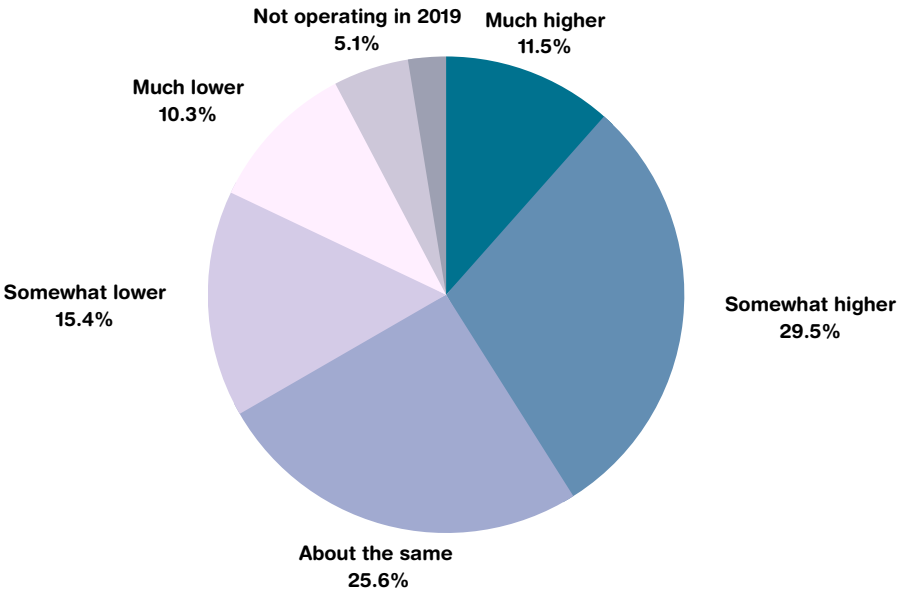
PRIMARY BUSINESS INDUSTRY



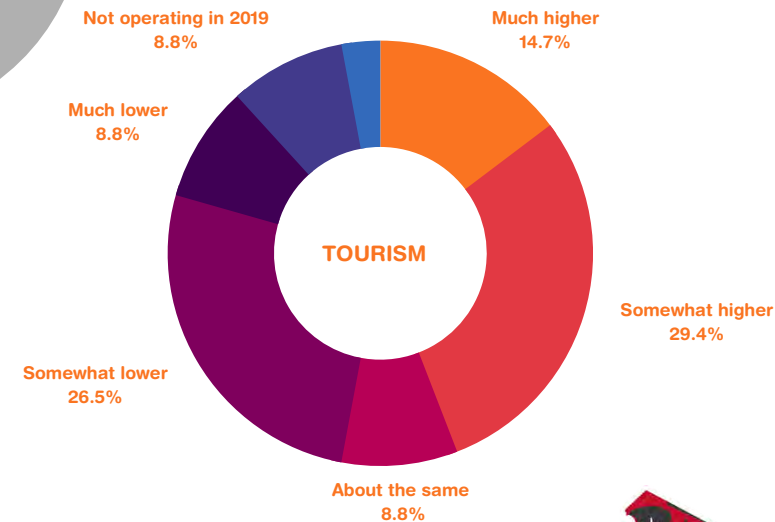
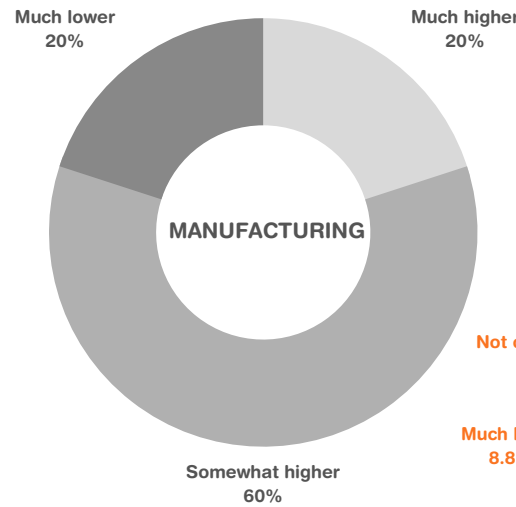
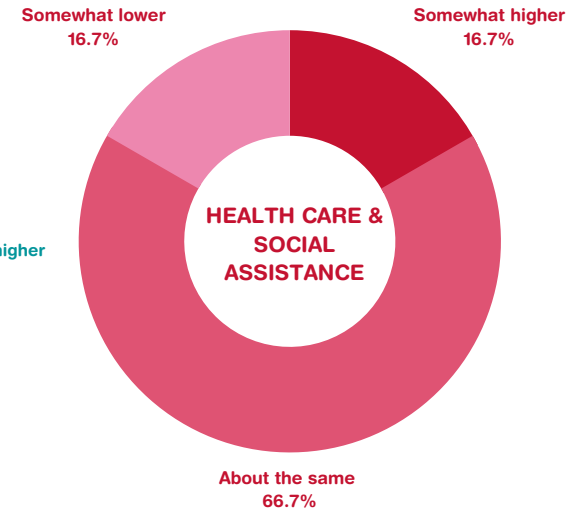
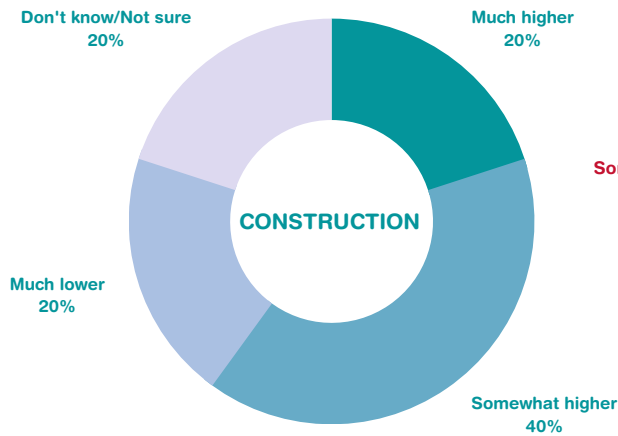
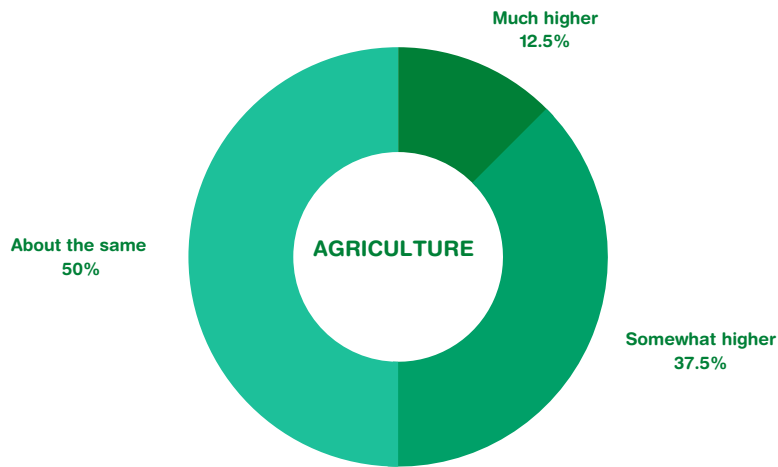
RESPONSES BY WOOLWICH'S MAIN 5 INDUSTRIES



CURRENT MONTHLY REVENUES vs. 2019



CURRENT MONTHLY REVENUES vs. 2019 BY INDUSTRY





60% of business owners said that they were experiencing issues receiving required supplies and services

"Raw materials and components"

"Citric acid and sugar"

"Construction supplies, mechanical equipment"

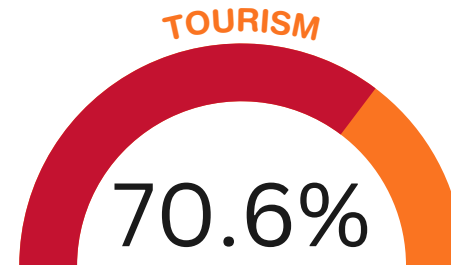
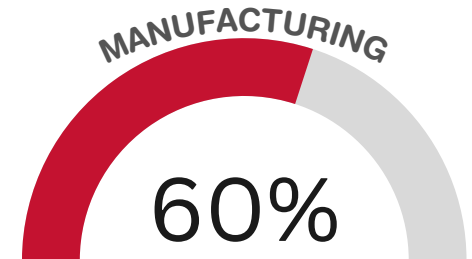
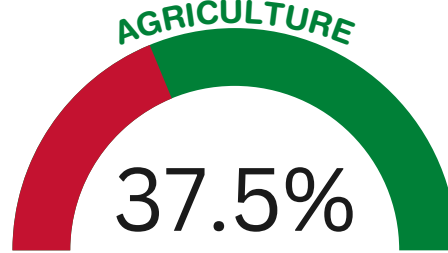
"Anything that needs to be imported"

"Food products and ingredients"

"Agricultural chemicals"

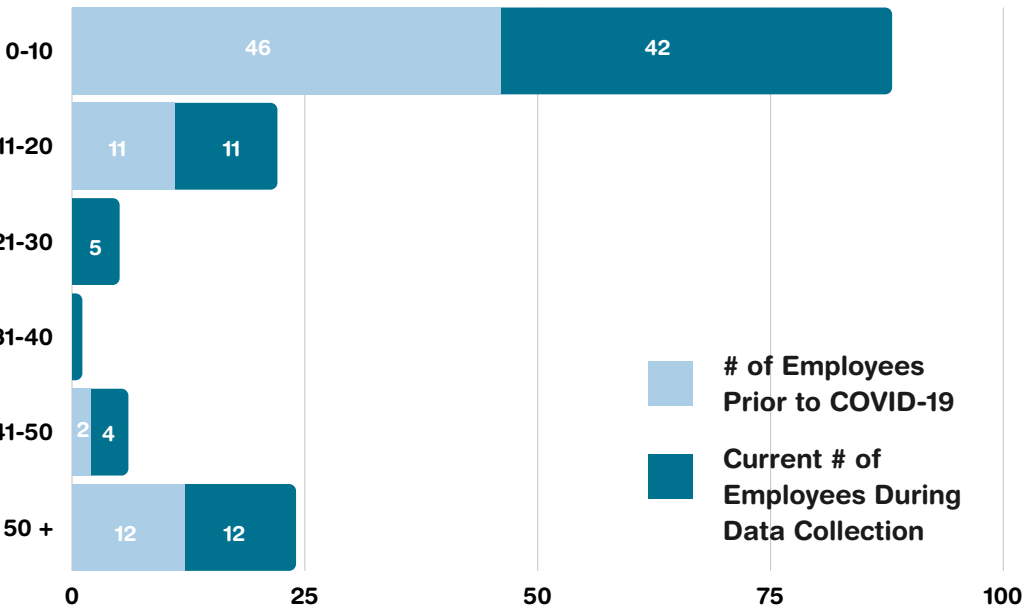


ISSUES RECEIVING REQUIRED SUPPLIES AND SERVICES



80% of business owners said that they were able to ship and deliver 75% or higher of their goods and services

NUMBER OF EMPLOYEES



40% of business owners said that 81 - 100% of their employees were permanent full-time

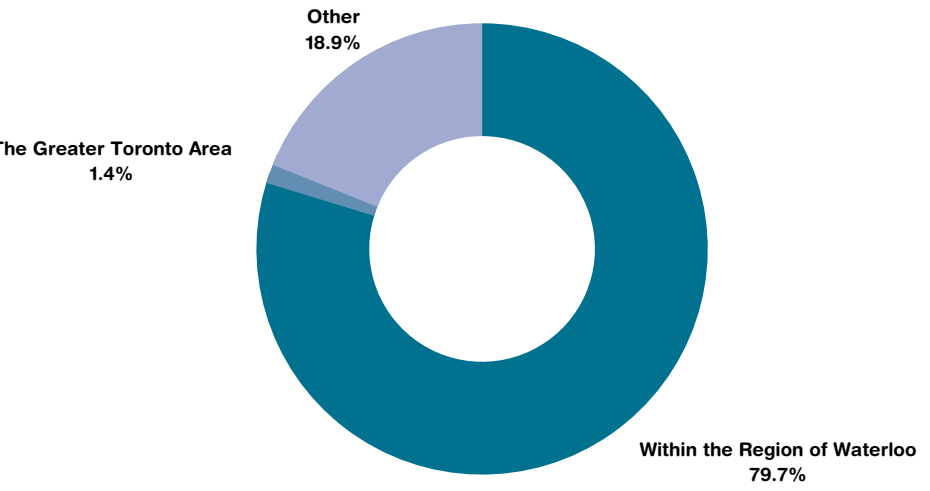


37.5% of business owners said that they anticipated hiring staff in the next 3 months

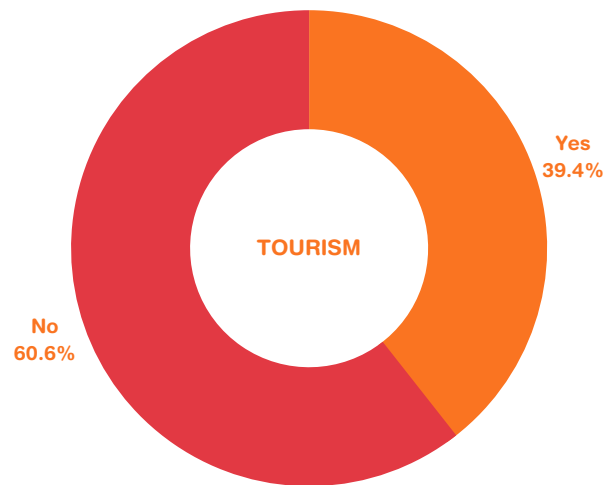
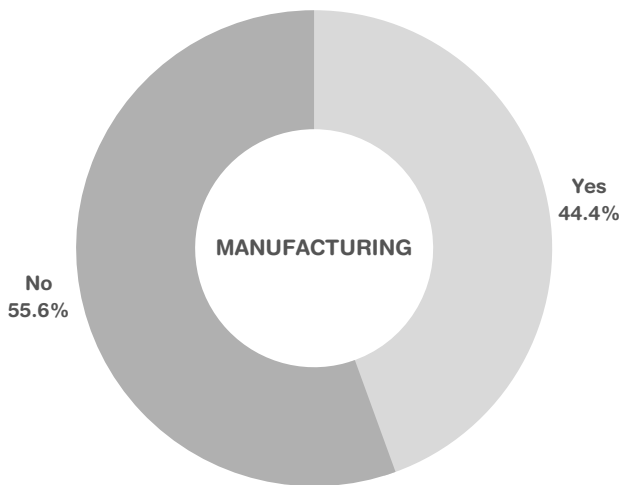
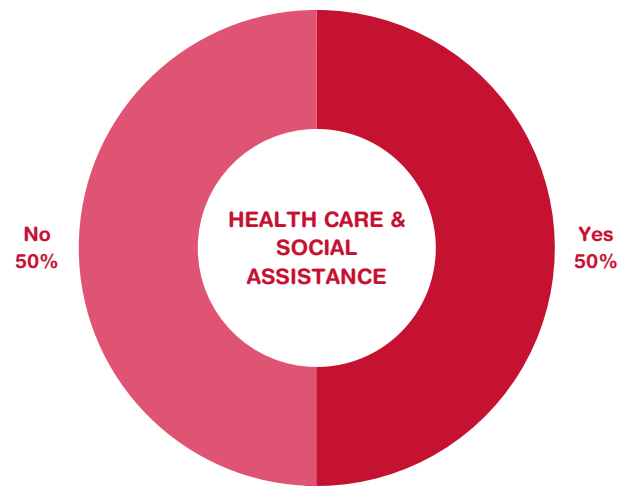
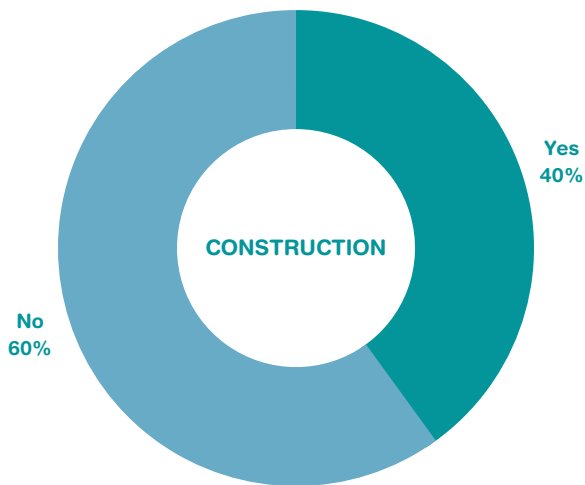
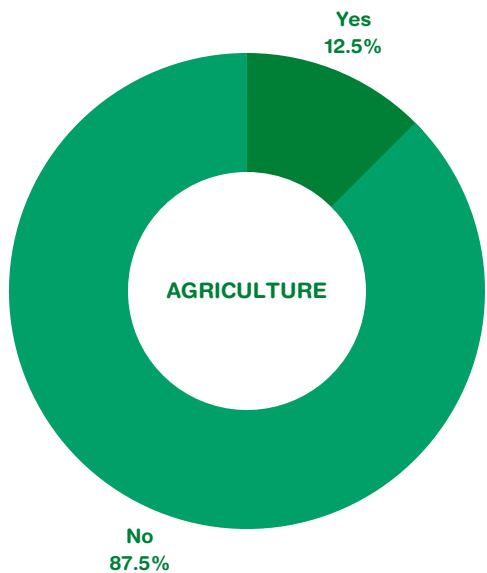


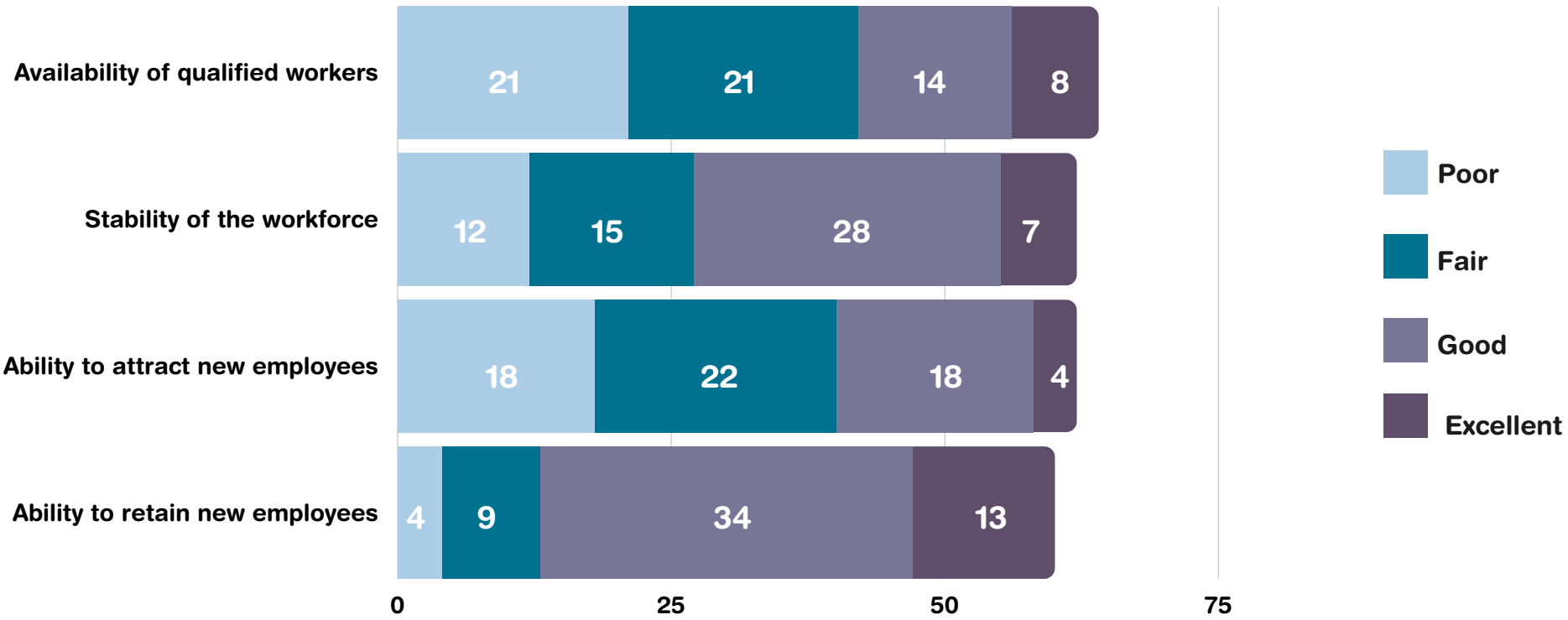
70% of business owners said that they anticipated hiring between 1-10 new employees

EMPLOYEES COMMUTE FROM...



TOP 5 INDUSTRIES HIRING IN THE NEXT 3 MONTHS





WORKFORCE



57% of business owners said that they were experiencing hiring challenges

TOP 3 CHALLENGES TO HIRING EMPLOYEES



Lack of applicants with relevant work experience **34%**



Too few applicants in general **30%**



Lack of applicants with required skills/training/education **28%**

"Lack of applicants with reliable transportation, and the bus system is insufficient"

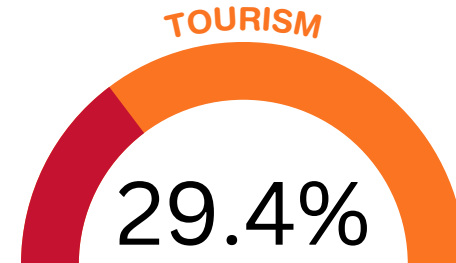
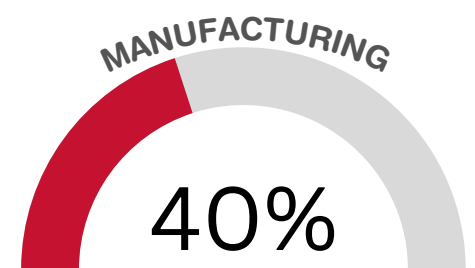
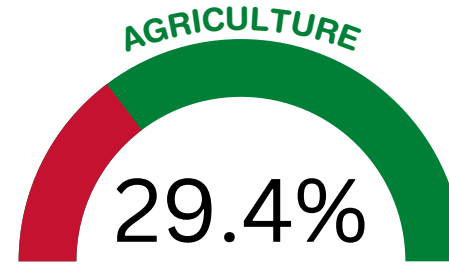
"Limited transportation to Elmira from KW area, new Canadian's do not have a license and/or vehicle"

"Lack of applicants willing to work"

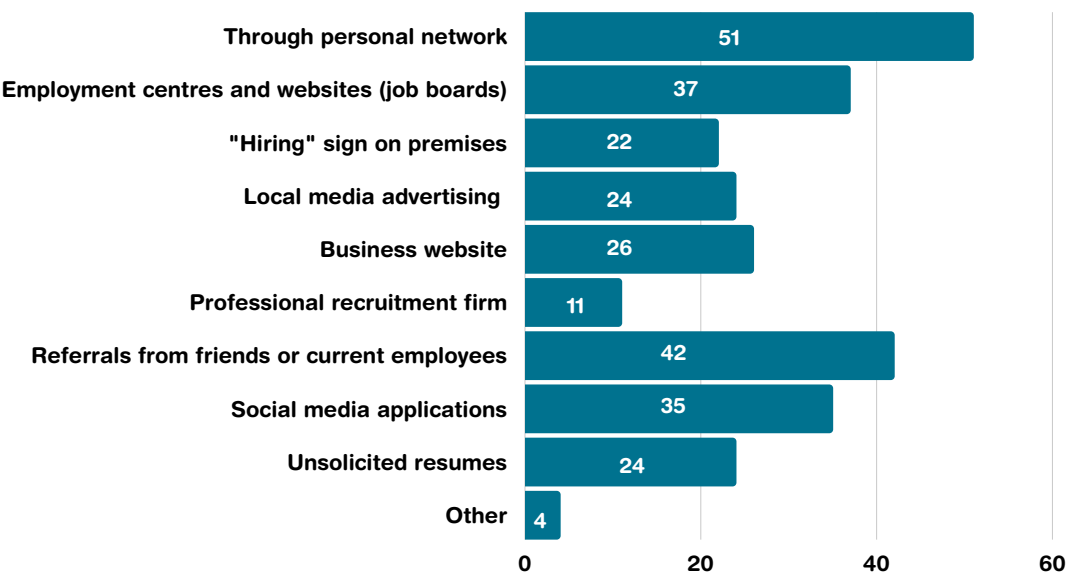
"Lack of specialized knowledge"

"Low quality applicants"

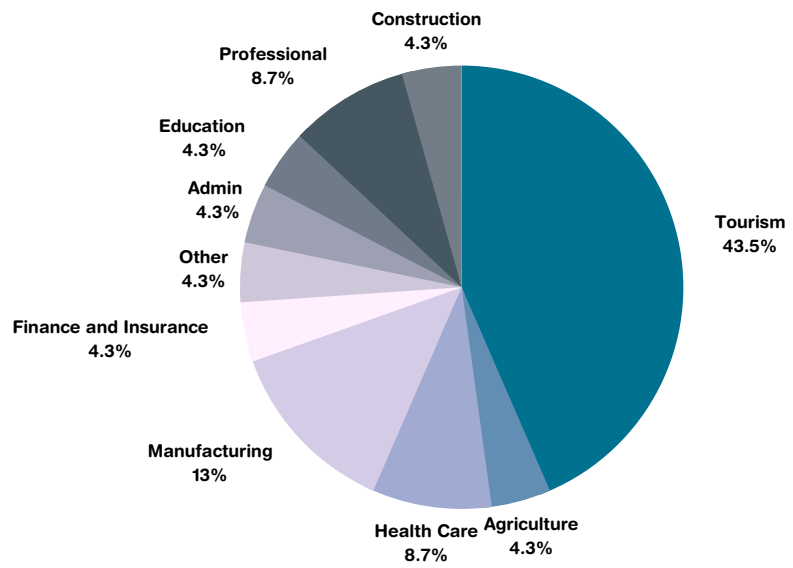
LACK OF APPLICANTS WITH REQUIRED SKILLS/TRAINING/EDUCATION






HIRING METHODS



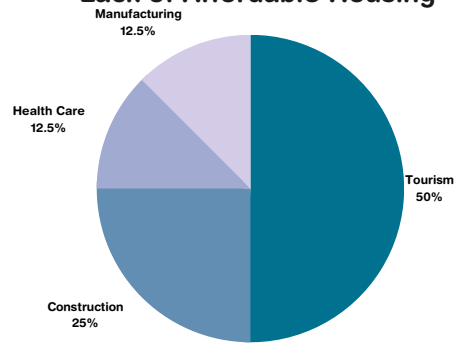
INDUSTRIES RECEIVING UNSOLICITED RESUMES



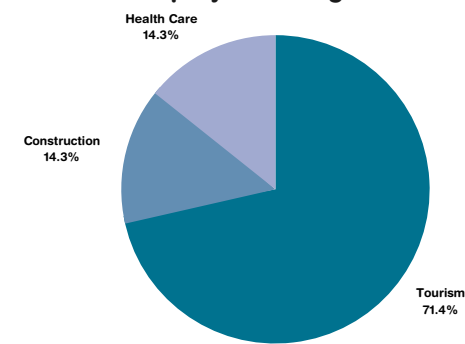
TOP 3 CHALLENGES TO RETAINING EMPLOYEES

-  Competition from other employers **20%**
-  Lack of affordable housing options **14%**
-  Wages **12%**

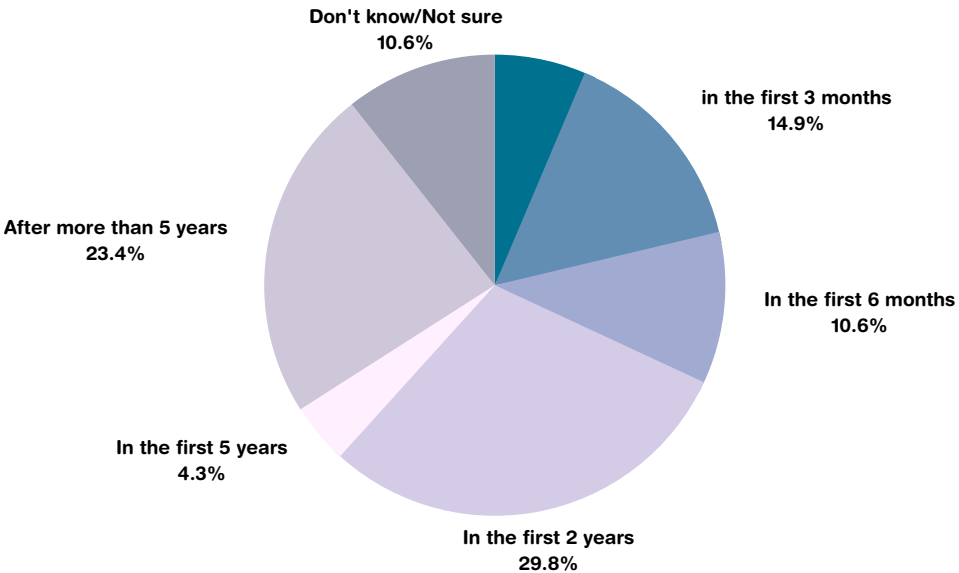
Challenges to Retaining Employees: Lack of Affordable Housing



Challenges to Retaining Employees: Wages



EMPLOYEES LEAVE...



"Lack of public transportation"

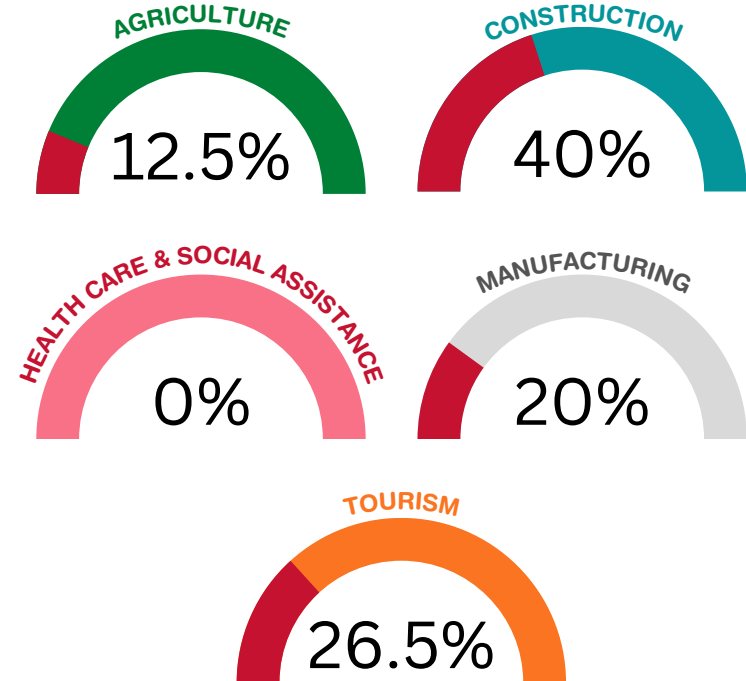
"Lack of education"

"People leaving the unstable hospitality industry for other, more stable industries"

"Rising cost of living, out pacing wage increases"

"Physically demanding work"

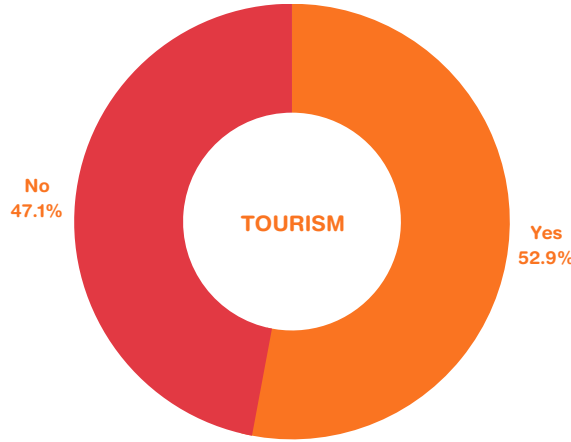
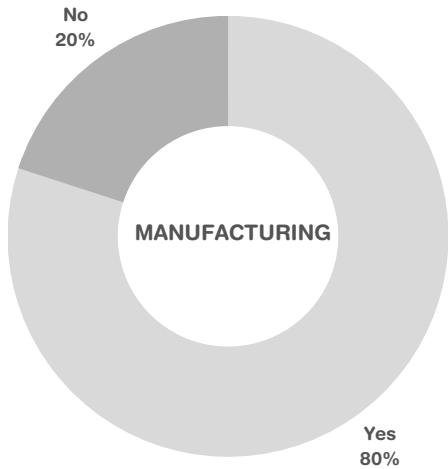
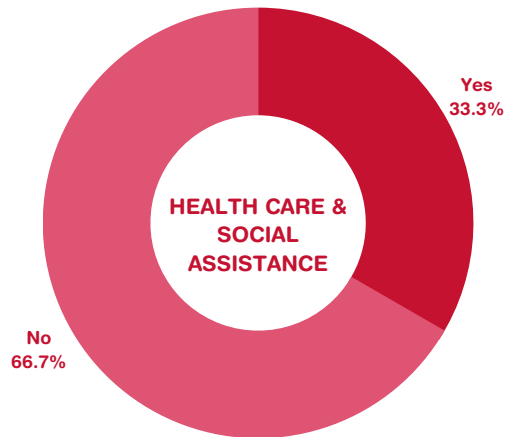
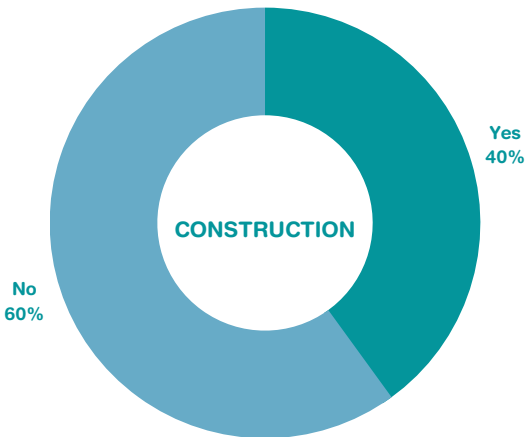
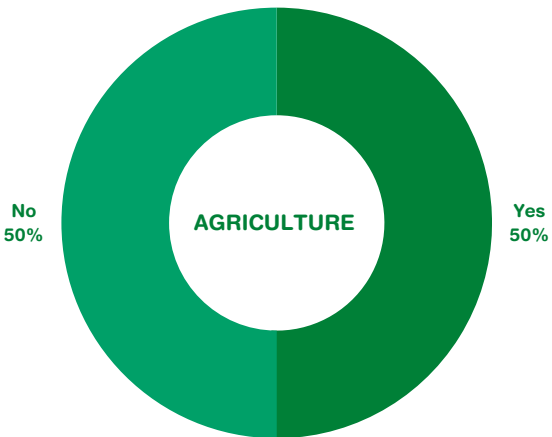
EMPLOYEES LEAVE IN THE FIRST 2 YEARS BY INDUSTRY





50% of business owners had summer jobs for youth (15 to 30) in 2022, primarily looking to hire between the ages of 15 and 24

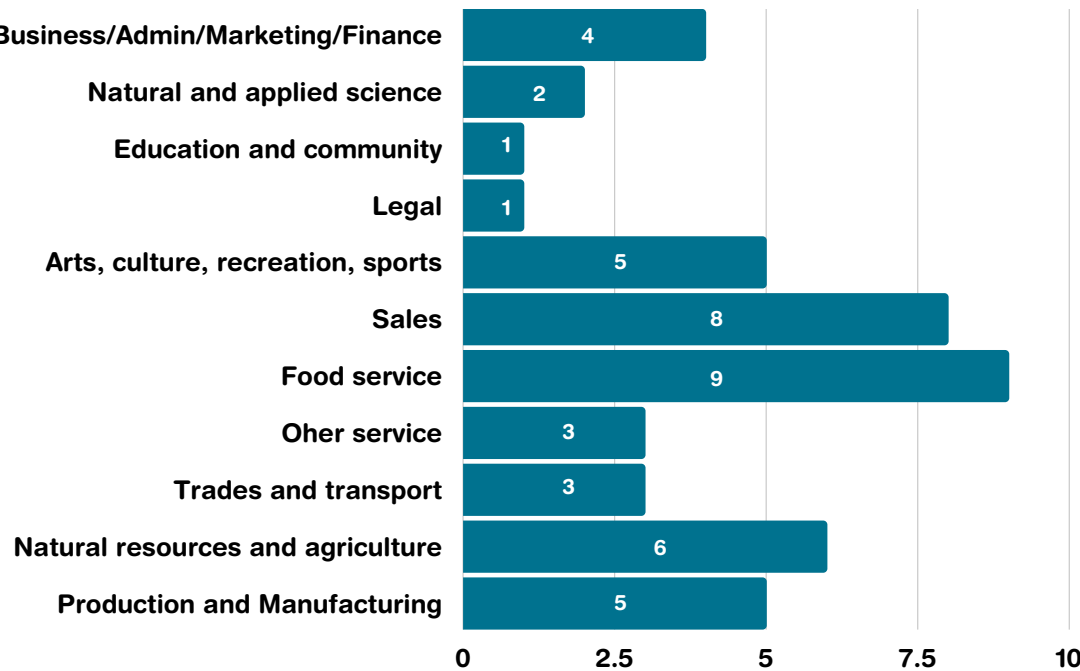
SUMMER JOBS FOR YOUTH BY INDUSTRY



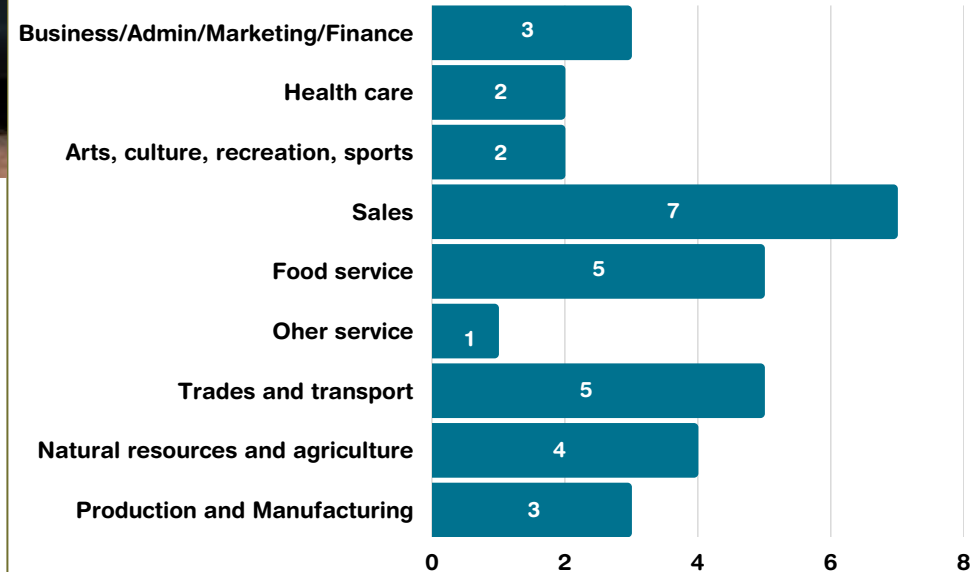


79% of business owners in Woolwich did not have trouble recruiting youth into roles compared to past years

HIRING YOUTH FOR ROLES IN...



CHALLENGES TO HIRING YOUTH FOR ROLES IN...




"Lack of interest, liability"

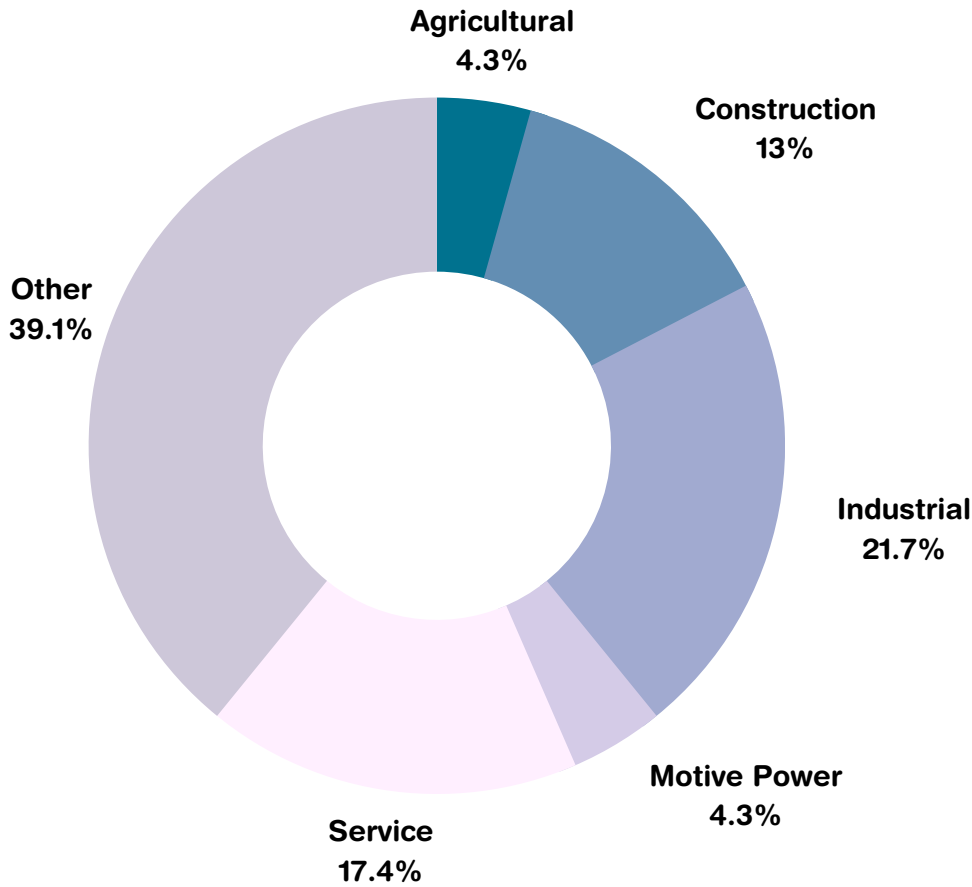
"Lack of experience, willingness to be available for work for all days required and limited hours"

"The issues are that we don't have the volume of visitors/buyers, thus its hard to keep summer students if you can't pay them, lower sales, lower revenue. Student's want more hours and I can't pay for more"

"Lack of transportation"

 **26%** of business owners in Woolwich offered apprenticeship opportunities

APPRENTICESHIP OPPORTUNITIES OFFERED

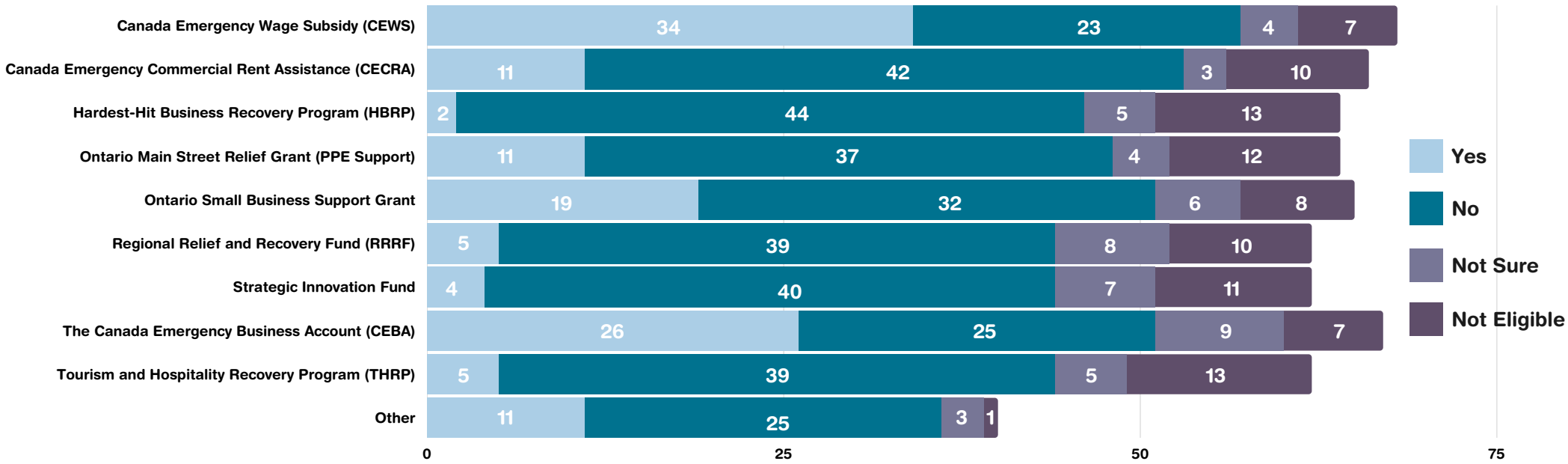


APPRENTICESHIP/CO-OP OPPORTUNITIES OFFERED BY BUSINESSES

- "Chef/Cook"
- "Funeral services internships, co-op placements"
- "Pastoral exploration"
- "Leader in training program"
- "Aircraft Technician"
- "Turf or golf professional"
- "Volunteer/coop/student placements for KIN and Physiotherapists"



GOVERNMENT BUSINESS SUPPORTS



"RTO4 Tourism Relief Fund"

"COVID relief fund funded by MCCSS"

"Digital Main Street"

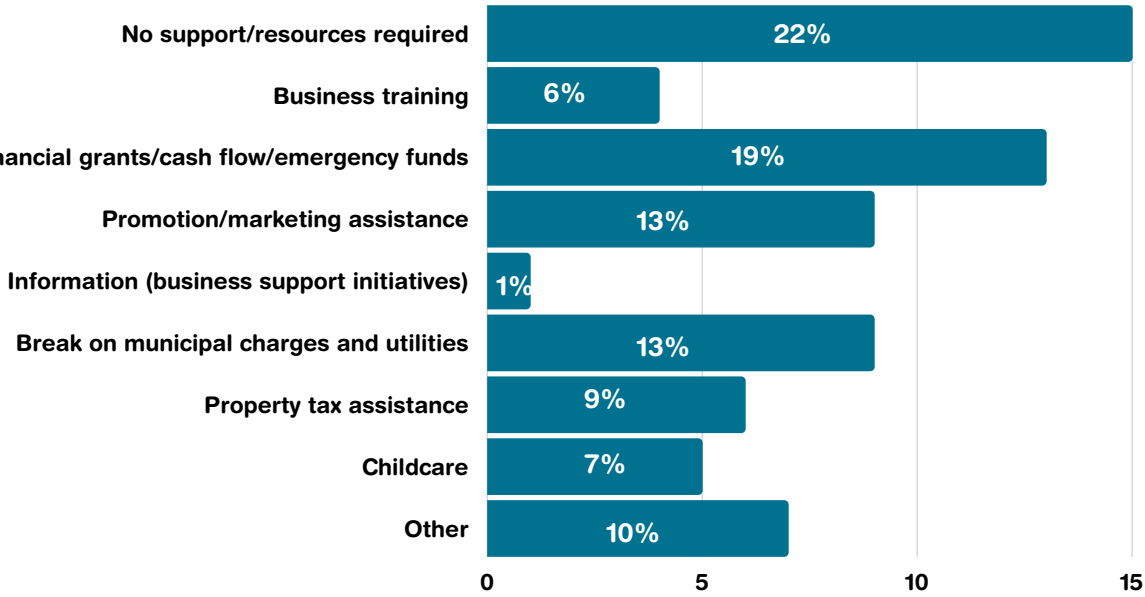
"Canada Summer Jobs"

"Food processing support program"

"CRB"



RESOURCES AND SUPPORTS REQUIRED CURRENTLY



"Public transportation"

"More immigration"

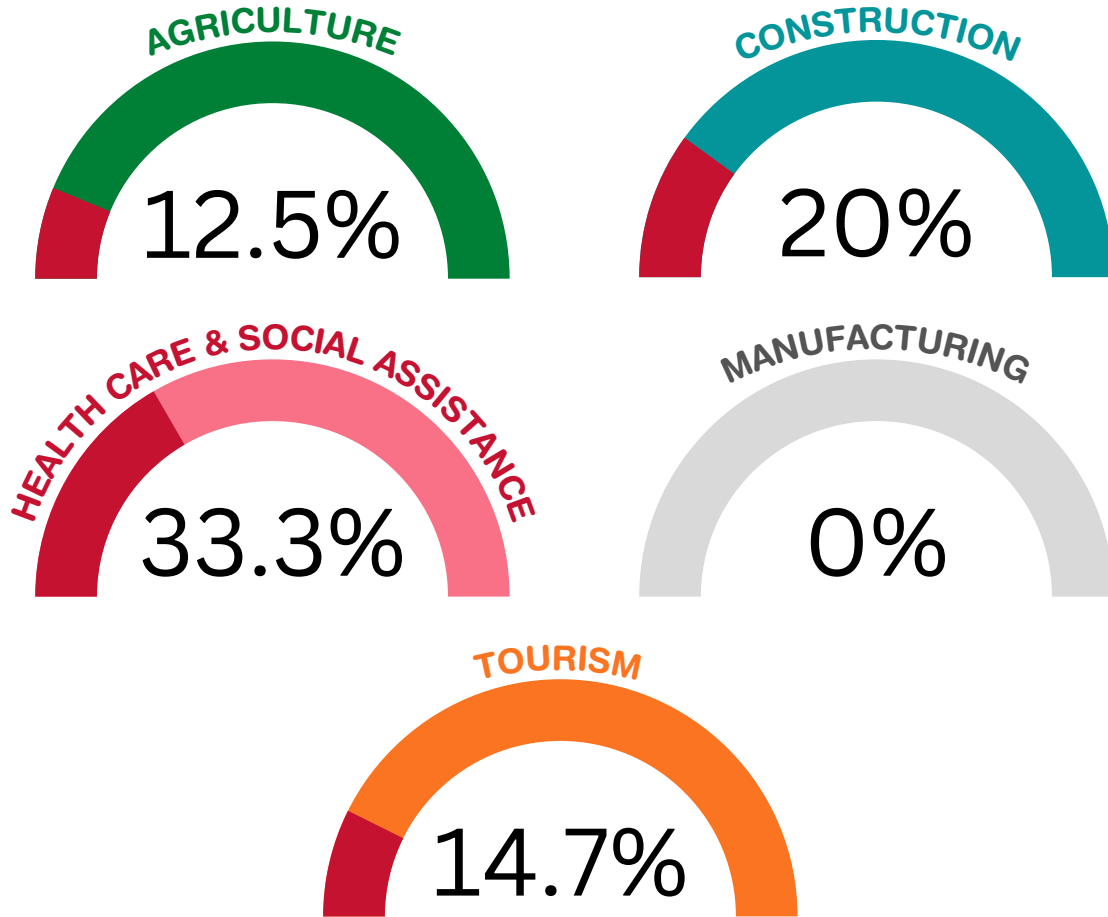
"Joint recruitment strategy with the township, other organizations and businesses to attract people to work in Elmira"

"Township planning would be supportive of growth"

"A combination of things but really around financial aid, whether through payment relief, loans or grants, but cash flow management continues to be a huge issue and prevents implementing the solutions we may have to the issues listed in prior questions"



RESOURCES AND SUPPORTS REQUIRED CURRENTLY BY INDUSTRY: **FINANCIAL GRANTS/CASH FLOW/EMERGENCY FUNDS**



51% of business owners in Woolwich would like more information on available business resources



"Grant applications and available grant opportunities"

"Marketing and website development"

"Update on business support initiatives"

"Business training support"

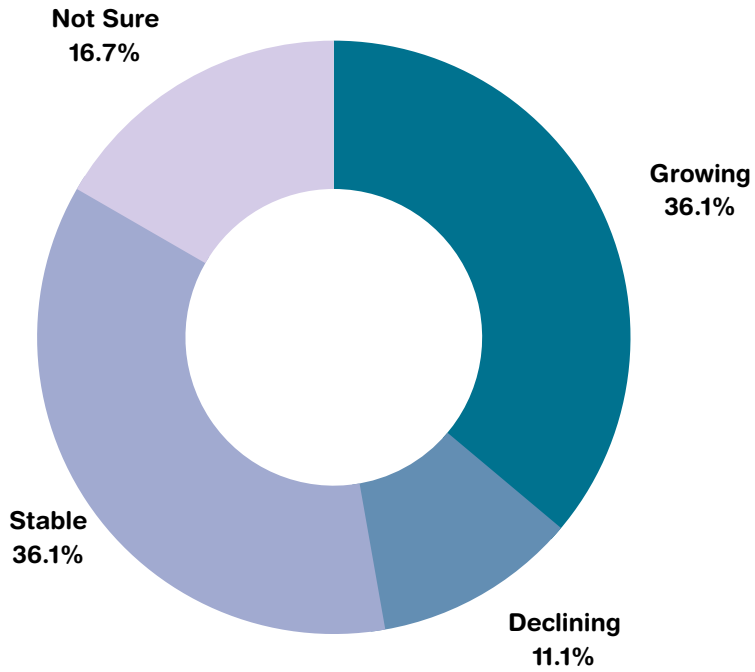
"Event support"

"Anything to do with hiring"

"Façade improvements"

"Training in customer service"

INDUSTRY OUTLOOK



"People are not going out as much as pre COVID"

"Inflation, potential recession"

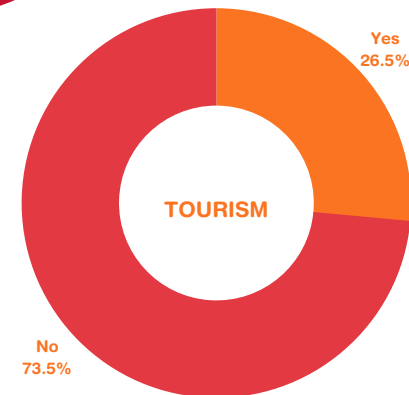
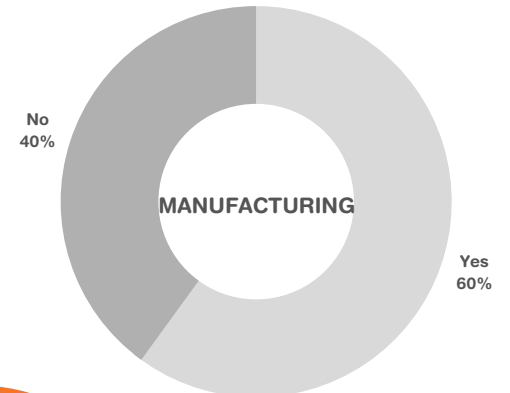
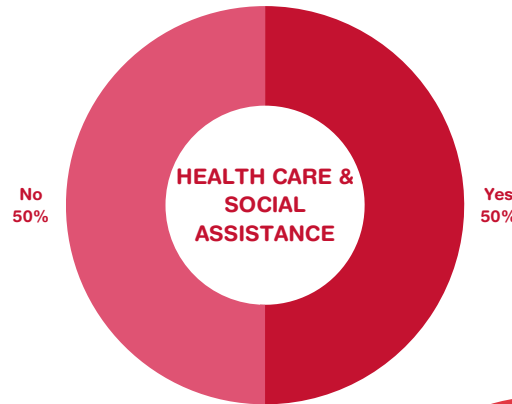
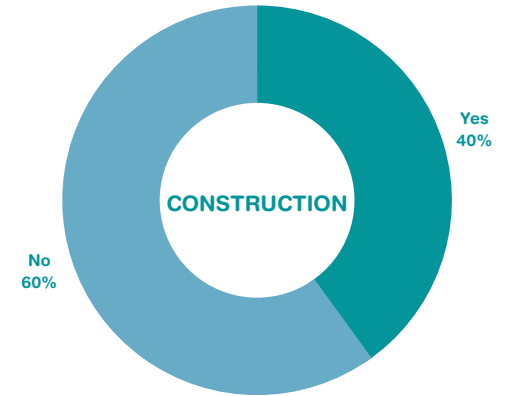
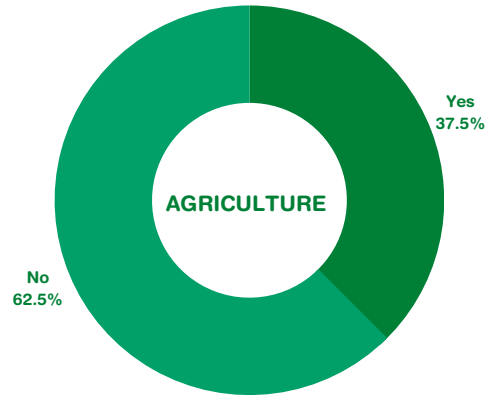
"Retirement and consolidation"

"People travelling less and don't have money to spend"

"Local food continues to expand in popularity"

"People are trying harder to support local"

GROWING OUTLOOK BY INDUSTRY





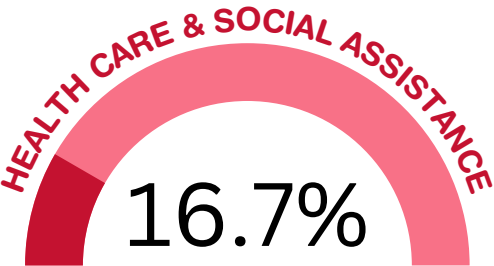
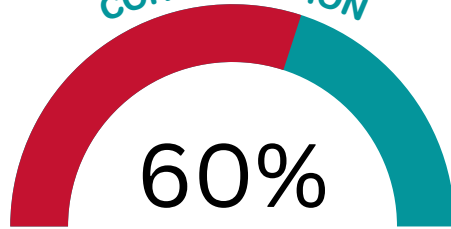
38% of business owners in Woolwich were thinking about expanding their business in the next 18 months

EXPANDING BUSINESS IN THE NEXT 18 MONTHS BY INDUSTRY

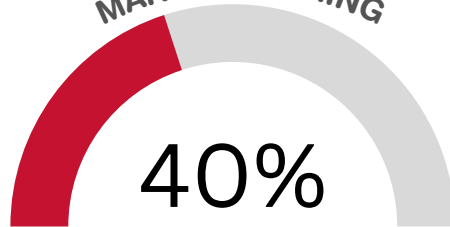
AGRICULTURE



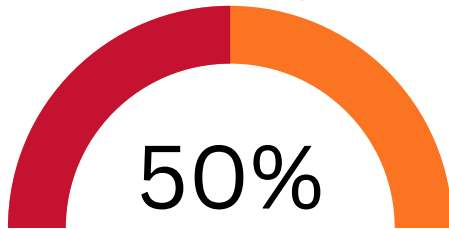
CONSTRUCTION



MANUFACTURING



TOURISM



"Sales growth has maximized space and equipment. Need more space"

"Grown through COVID and given opportunity to expand current location as well as opening new locations"

"Expanding business offerings, more tourism products to specific audiences"

"Would love to build an addition but too much red tape and costs"

TOP CONCERNS FOR BUSINESS OWNERS

- Global or Canadian recession **20%**
- Decreasing consumer confidence/spending **16%**
- Supply chain disruptions **12%**
- Employee stress/health **12%**

"Interest rates"

"On farm sales in 2022 are shrinking, we expected this due to interest and gas prices. We expect the same in 2023"

"Getting people out to restaurants Monday-Friday"

"Move to a more closed circle, strategically local focused sustainable economy. We have all of the access leadership and funds to be a Canadian leader in environmentally sound builds, energy and growth. Lets lead!! Spend it on new ideas, enough of the old"

"A return to normal for the community in way of our tourism by having maple syrup festivals, full return to sport, school and a focus on the business's in the area"

"To become more efficient and effective knowing people's priority"

"People are getting out of their homes again and shopping in person rather than just online"

"The ability to create new opportunities and not do as it has always been done"

"People will be more inclined to stay close to home. Offering an exciting or educational experience is an opportunity"

"Agriculture and all related local industries will be strong going forward"

"Developing a strategic plan for the towns and township as a whole, as to what the goals are for the next 5-10-25 years and involving all stakeholders to provide input: Residents, Businesses and Government"

"Support local and have people still maintaining supporting local; this has been a big opportunity. Having day trippers come back, opportunity for them to come out and support our town"

"Increasing consumer confidence and spending. Attracting Tourism here. We depend solely on the community for business"

"Learning to build on reliable LOCAL SOLUTIONS to provide better results - better service, higher quality, reliable delivery"

"Take what we have learned from the pandemic and find ways to use that information to prepare and grow our communities"

"Truthfully - competition is closing meaning there are fewer options in the market so the remaining sellers have a greater opportunity to succeed"

"Getting people out and gathering to build community back"

"People starting to prioritize their health more"

"Investment in trained employees"

THOUGHTS, ISSUES & ACTIONS

"I think this is an issue for most small towns. Inconsistency with shop days open and hours. Tourists are often disappointed when they arrive in our Village and only 50% open. They come to the stores that are open to complain. It would be helpful if stores posted their hours and were open as posted. We wouldn't lose the traffic it has taken us years to build"

*"We need to fix the bus situation. We are 13 km from Waterloo, easily hire people from there. Have a store on Northfield, no problem hiring there but not the same here. Bus schedule does not help with the staffing situation. **BIG CONCERN.**
Lack of Housing - manager would love to stay, currently live in Kitchener but not enough housing in Elmira to accommodate (affordable housing)"*

"Pick one specific advantage we have in this community and make it spectacular. Green space, outdoor park space and bike paths, hiking paths. Connect, build, and integrate all of them. Have specific areas for hiking, frisbee golf, dog walking, hill climbing, etc. Build around peoples love of the outdoors, that will lead businesses to invest heavily into green best practices, which will attract more people of like mind. We can't fix 20 problems at once, but if we solve one, then it will show we can do it, then the next issues that are adjacent will be solved."

"With the possibility of heading into a recession, it is important to keep support readily available to those who may need them. A plan of action should be put in place"

"Business and government need to continue to find ways to work together to ensure that there is an adequate labour pool to fulfill existing positions and attract new employees"

"Product development- ad promoting in the area should be about something uniquely different to this area. What is unique in Woolwich?"

"I think the Region has an opportunity to better position itself. Many 'hidden' assets, city life in the country, natural beauty, unique food culture, unique furniture & design culture, etc."

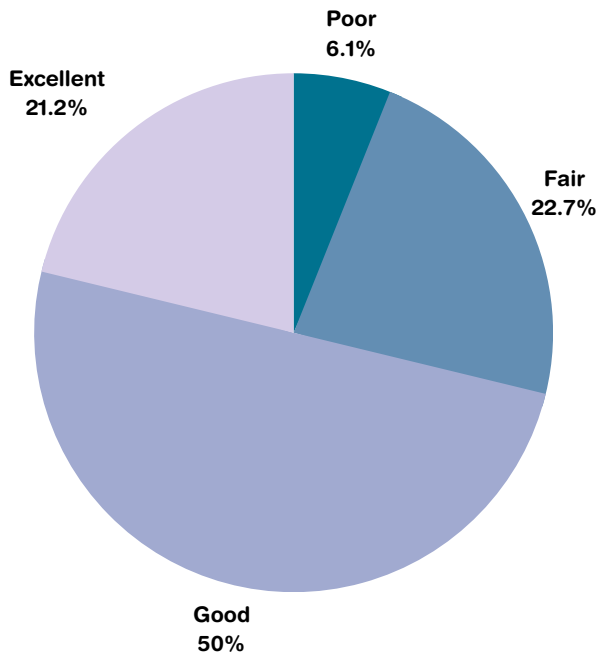
"Continue to remove red tape, make expansion easier"

"Community involvement is important. If people want to help the economy recover then we need to work together to do that"

"There needs to be more planning and communication between the Business community and residents. At present, there are a lot of business endeavours going on in all directions and not enough thought, planning, communication and leadership being provided"

"Directional signage, putting Elmira on the map. Allowing small businesses into town without some of the astronomical fees. Big corps - why do we need a Shoppers and a Rexall? Our small pharmacies are struggling"

WOOLWICH AS A PLACE TO DO BUSINESS



ADVANTAGES	DISADVANTAGES
Connected community	Lack of available workforce
Proximity to urban centres	Red tape and development costs
Opportunity for tourism	Lack of directional signage
Growth & innovation	Not enough space for expansion
Diverse & creative economy	Lack of transportation & housing





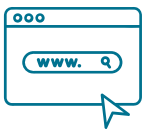
89% of business owners in Woolwich said that only 0 - 10 % of their workforce is expected to continue to regularly telework or work remotely



86% of business owners said that only 0 - 10% of their business's gross revenue was generated online prior to the beginning of the pandemic



76% of business owners said that only 0 - 10% of their business's gross revenue was being generated online

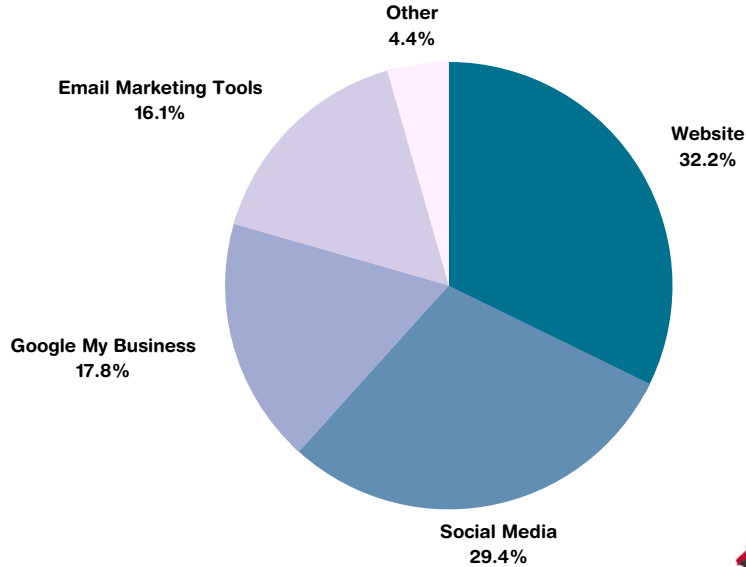


87% of business owners said their business has an online presence



56% of business owners said they would like to grow their online presence

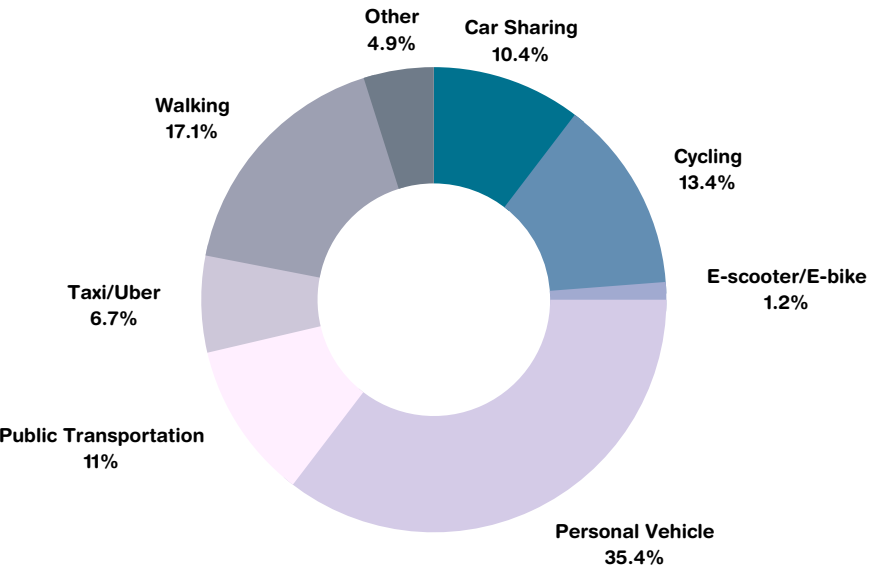
ONLINE PLATFORMS USED BY BUSINESS OWNERS



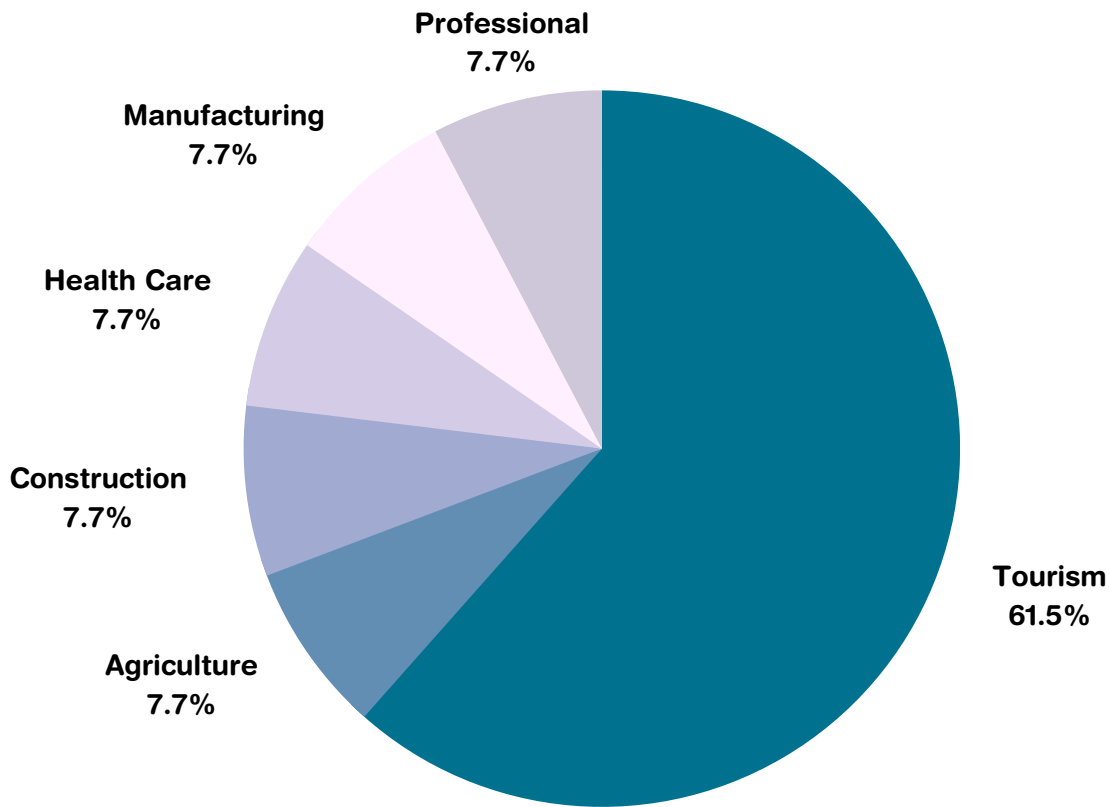
MODES OF TRANSPORTATION USED BY EMPLOYEES TO GET TO WORK



25% of business owners would be interested in partnering with other businesses to begin a car share program



OPT TO PARTICIPATE IN A CAR SHARE PROGRAM BY INDUSTRY



"Horse and Buggy"

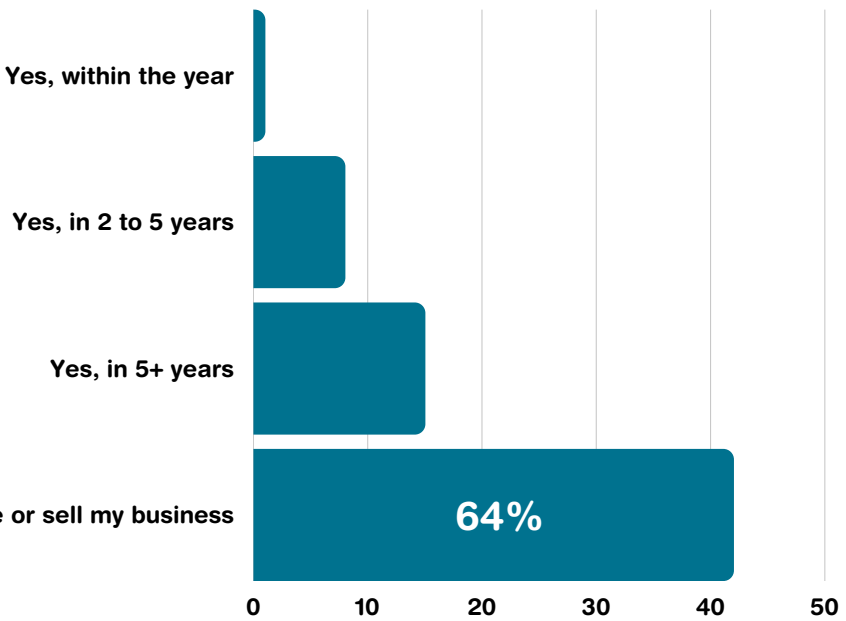
"Live at work"

"Shuttle bus"



38% of business owners in Woolwich said that transportation is a hinderance in attracting and retaining employees

PLANNING TO RETIRE OR SELL YOUR BUSINESS?



21% of business owners in Woolwich said that they require assistance or guidance with their retirement or succession planning





1. BUSINESS SUPPORTS

OBJECTIVE	ACTION	TIMELINE	MEASURE	PARTNERS
1.1 Continue to provide business training and supports for business owners	1.1.1 Provide information on available grants and funding opportunities	• Ongoing	• Number of promotional materials created and uptake	<ul style="list-style-type: none"> Local businesses Wellington-Waterloo Community Futures (WWCF) Greater Kitchener Waterloo (GKW) Chamber of Commerce Workforce Planning Board of Wellington Waterloo Dufferin (WPBWWD) Waterloo Small Business Centre BIAs Waterloo Region Economic Development
	1.1.2 Continue to provide support for community events	• Ongoing	• Number of events created or supported	
	1.1.3 Continue to partner with organizations to create valuable training options for businesses	• Ongoing	<ul style="list-style-type: none"> Number of training sessions Attendance in training sessions 	
	1.1.4 Continue to provide monthly business updates via e-newsletter with information on available business resources	• Ongoing	<ul style="list-style-type: none"> Number of subscribers Mailchimp analytics 	
	1.1.5 Continue to regularly meet with the business community including via the Business Visitation Program (BVP)	• Ongoing	<ul style="list-style-type: none"> Frequency of meetings Number of participants 	
	1.1.7 Use Woolwich Business Directory as a resource to collect up-to-date business information and develop internal data base to support economy	• 2023 Winter	<ul style="list-style-type: none"> Type and amount of information collected Projects created through data analysis 	
	1.1.8 Address red flags from BR+E surveys/interviews	• Ongoing	• Number of red flags vs. number of supports offered	
1.2 Promotion and marketing assistance	1.2.1 Continue to hold B2B networking events for business community	• Ongoing	<ul style="list-style-type: none"> Number of events Event attendance 	<ul style="list-style-type: none"> Local businesses WWCF Waterloo Region Small Business Centre BIAs MEDA
	1.2.2 Continue to provide businesses with resources on how they can promote their business (i.e. Digital Main Street)	• Ongoing	<ul style="list-style-type: none"> Number Woolwich businesses participating in related programming (i.e. DMS) Number of events shared on community Calendar 	

2. WORKFORCE DEVELOPMENT

OBJECTIVE	ACTION	TIMELINE	MEASURE	PARTNERS
2.1 Work with businesses and organizations on the attraction and retention of employees	2.1.1 Partner with employers and organizations to focus on talent attraction (i.e. job fair)	• 2023 - 2024	<ul style="list-style-type: none"> • Participation of local employers • Attendance at job fair 	<ul style="list-style-type: none"> • Local businesses • Educational Institutions • Woolwich Counselling Services • GKW Chamber of Commerce • Waterloo Small Business Centre • WWCF • WPBWWD • Immigration Waterloo Region • Region of Waterloo
	2.1.2 Work with educational institutions and other groups to promote local jobs	• 2023	<ul style="list-style-type: none"> • Number of Jobs available in Woolwich 	
	2.1.3 Work to promote Woolwich as a place to live, work and play	• Ongoing	<ul style="list-style-type: none"> • Social media and website analytics • Number of new businesses, residents, employees 	
	2.1.4 Identify transportation and accommodation options for employees	• 2023 Winter	<ul style="list-style-type: none"> • TBD 	
	2.1.5 Gather and share resources on how to hire and retain newcomer talent	• Ongoing	<ul style="list-style-type: none"> • Number of newcomer employees hired by businesses 	
	2.1.6 Work on sharing or creating effective employee training resources	• Ongoing	<ul style="list-style-type: none"> • Number of training opportunities shared or created • Business and employee participation 	
	2.1.7 Work on creating summer jobs and apprenticeship opportunities for students to keep youth in the community	• Ongoing	<ul style="list-style-type: none"> • Number of summer jobs available for youth • Number of businesses with apprenticeship opportunities 	

OBJECTIVE	ACTION	TIMELINE	MEASURE	PARTNERS
2.2 Focus on partnering with organizations on training and educational opportunities	2.2.1 Work with organization and educational institutions to create more virtual training sessions for businesses and employees (i.e. customer service training)	<ul style="list-style-type: none"> • Ongoing 	<ul style="list-style-type: none"> • Number of training sessions available • Participation in training sessions 	<ul style="list-style-type: none"> • Educational Institutions • WWCF • GKW Chamber of Commerce • WPBWWD • Waterloo Region Small Business Centre
	2.2.2 Work with local high schools to share information on getting youth ready for the workforce	<ul style="list-style-type: none"> • 2023 	<ul style="list-style-type: none"> • Number of information sessions with educational institutions 	
	2.2.3 Hold industry specific events for businesses and employees where they can network and learn	<ul style="list-style-type: none"> • Ongoing 	<ul style="list-style-type: none"> • Number of events created/held • Attendance at events • Type of information/training provided 	

OBJECTIVE	ACTION	TIMELINE	MEASURE	PARTNERS
3.1 Use the tourism industry as an opportunity for economic growth in Woolwich	3.1.1 Create opportunities for more public art in the downtowns	• 2023 - 2024	<ul style="list-style-type: none"> • Number of murals added • Participation of local artists 	<ul style="list-style-type: none"> • Local Artists • Local Businesses • Regional Tourism Organization 4 • Explore Waterloo Region • Elmira Maple Syrup Festival • Woolwich Recreation Department • WWCF
	3.1.2 Gather list of venues, work on partnerships and promote event spaces	• 2023 - 2024	<ul style="list-style-type: none"> • Number of event spaces in Woolwich • Number of events held 	
	3.1.3 Continue support local community events and festivals	• Ongoing	<ul style="list-style-type: none"> • Number of events and festivals • Revenue generated 	
	3.1.4 Expand culinary and agritourism opportunities through Taste the Countryside, farm tours, on-farm diversified uses, etc.	• Ongoing	<ul style="list-style-type: none"> • Social media analytics • Taste the Countryside Events • Number of farm tours • Revenue generated 	
	3.1.5 Review cycling routes and assess opportunities to increase tourism	• 2023-2024	<ul style="list-style-type: none"> • Number cycling routes • Number business who are certified "Bike-Friendly" 	
	3.1.6 Create more shoulder-season tourism opportunities in the Township along with promoting outdoor activities to increase foot traffic	• Ongoing	<ul style="list-style-type: none"> • Number of off-season events • Number of outdoor activities created 	
	3.1.7 Develop and maintain current and new tourism-related infrastructure (i.e. visitor information centre, public washrooms, wayfinding, etc.)	• Ongoing	<ul style="list-style-type: none"> • Implementation of new infrastructure • Number of visitors • Visitor reviews 	
	3.1.8 Work with partners to promote Woolwich as an attractive destination	• Ongoing	<ul style="list-style-type: none"> • Social media and website analytics • Number of visitors and overnight stays • Visitor review 	

TOWNSHIP OF WOOLWICH

BUSINESS RETENTION & EXPANSION REPORT





Fire Services Staff Report

Report Title:	Project 25 (P25) Voice Radio Service Level Agreement
Report Number:	A13-2023
Author:	Dennis Aldous
Meeting Type:	Committee of the Whole Meeting
Meeting Date:	December 5, 2023
File:	DM# 98474
Consent Item:	No
Final Version:	Yes
Reviewed By:	David Brenneman
Final Review:	Senior Management Team

Recommendation:

That the Council of the Township of Woolwich, considering Report A13-2023 respecting the Project 25 Voice Radio Service Agreement :

1. Approve and support the Corporation of the Township of Woolwich entering a joint P25 Voice Radio Service Level Agreement with the Regional Municipality of Waterloo Police Services Board, the Region of Waterloo, and the Corporations of the City of Kitchener, City of Cambridge, City of Waterloo, and the Townships of North Dumfries, Wellesley, and Wilmot, subject to the satisfaction of the Township Solicitor.
2. That the Mayor and Clerk be authorized to sign the Service Level Agreement on behalf of the Corporation of the Township of Woolwich and any other documents related to this project, subject to the satisfaction of the Township Solicitor.

Background:

In 2014, recognizing best practices and industry standards, the Region of Waterloo (the Region) desired to build a communications system that would provide state-of-the-art communications for emergency responders and various user groups such Grand River Transit. Locally, it was agreed to advance voice radio communications regulations established by the Association of Public Safety Communications Officials International (APCO): Project 25 (P25).

As a result of a competitive bidding process, the Region confirmed Motorola and Partner Employees as the vendor to replace the voice radio system with modern technology (i.e. communication towers and dispatch centre equipment) and user gear (i.e. mobile and portable radios). In 2013, a staff memo was brought forward and approved by Council to

implement the voice radio project and authorize the purchase of user gear and ancillary equipment.

The Fire Department is directly linked to the Waterloo Regional Police Services (WRPS) through the Public Safety Answering Point (PSAP) for all 9-1-1 calls in the Region and Kitchener Fire Department's Dispatch Centre. From an emergency services lens, the ability to communicate to-and-from locations within the region and beyond the Region, such as concrete buildings, has significantly improved.

The Voice Radio Service Level Agreement (SLA) and Key components:

All user groups are required to enter into an SLA which sets out, among other terms and conditions, the user will:

- Have access to and have the right to use the P25 Voice Radio System throughout the Region of Waterloo; and,
- Have obligations as a result of being connected to the P25 Voice Radio system.

Governance

Various committees will be established to enable responsibilities set out in the Service Level Agreement including:

- Operations Steering Committee - Mandate: Assist the Voice Radio Manager in the day-to-day decisions, operations, provide information, feedback and recommendations.
- Finance Committee - Mandate: Preparation and oversight of the budget and financial decision making, provide information, feedback and recommendations.
- Governance Committee - Mandate: The overall oversight/decision maker regarding the budget and matters that would impact the financial or long-term viability of the collective P25 initiative dispute resolution.

Operation of the P25 Voice Radio Infrastructure (System)

The WRPS is solely responsible for acquiring ownership, leasing rights to or license rights associated with the system including the operation, maintenance and as necessary, replacing infrastructure. The WRPS is further responsible for maintaining system software and security. Of interest, WRPS is not responsible for agency user gear (i.e. mobile and portable radios); this is the responsibility of each user agency.

Obligations of the Agency (Township of Woolwich)

In addition to adequately training staff, the agency is responsible for the purchase, licensing, replacement, and maintenance of user gear. The WRPS will carry out such

inspections, tests, and programming to ensure that the agency's gear is secure and compatible with the system. As set out in the Municipal Freedom of Information and Protection of Privacy act R.S.O. 1990.c.M.56, the agency is required to collaborate with other parties and the WRPS to ensure information that is the property of or intended to be exclusively controlled by another agency is property controlled.

Ownership

The Agency (Township of Woolwich) acknowledges that it has no ownership in or greater rights to the system or system infrastructure than granted in the agreement(s).

Term of the Service Level Agreement

The term of the agreement will commence once it is signed and will continue to be in effect until the date in which it is terminated in accordance with expectations set out in the agreement. Upon the Council's approval, the Township of Woolwich expects to enter into agreement with the Regional Municipality of Waterloo Police Services Board.

Interdepartmental Impacts:

None

Financial Impacts:

Prior to the implementation of P-25 technology the Township was not required to fund the operating and capital costs associated with former EDACs technology that was owned and operated by the Region of Waterloo. The operating budget at that time to maintain Fire Department user gear was \$6,000.00. The Township is responsible for a portion of the total annual cost of Voice Radio operations among regional users.

The Township portion is based on the percentage of radios the Township owns compared to the total number of radios in use across the Region of Waterloo. The Township uses 4.1% of the total amount of radios. For 2022, the Township's budget portion of the cost for the voice radio is \$115,000.00, subject to the final annual number of operating radios.

Strategic Plan Impacts:

Healthy Communities

Enhanced voice radio communications and interoperability during an emergency and non-emergency situation for all users, more specifically the Fire Services, ensures that the response to emergency situations is effective and efficient.

Fiscally Responsible and Sustainable Community

A competitive purchasing process was led by the Region of Waterloo. All voice radio user groups (i.e. police, municipal enforcement and fire services) cooperatively purchased user gear (i.e. portable and mobile radios). In connection with voice radio, ongoing operational

costs are anticipated as a result of the consolidation of communications/dispatching hardware and software.

Best Managed and Governed

Provide exceptional customer service and Commit to Maintaining High Standards for Municipal Service Delivery. This radio system gives the Emergency Services of Waterloo Region the ability to communicate during multi agency incidents, allowing use to better serve our citizens,

Conclusion:

With final stages of project implementation underway, this staff report requests Council's approval to finalize the Service Level Agreement (SLA) that has been prepared by the Regional Municipality of Waterloo Police Services Board.

Attachments:

Appendix 1 - Agreement

Appendix 2 – Staff Memo

Appendix 3 – Chart

THIS AGREEMENT MADE this ____ day of, _____ 2023

B E T W E E N:

**The Regional Municipality of Waterloo Police Services Board
("WRPS")**

and

**The Regional Municipality of Waterloo
("Region")**

and

**The Corporation of the City of Kitchener
("Kitchener")**

and

**The Corporation of the City of Cambridge
("Cambridge")**

and

**The Corporation of the City of Waterloo
("Waterloo")**

and

**The Corporation of the Township of North Dumfries
("North Dumfries")**

and

**The Corporation of the Township of Wellesley
("Wellesley")**

and

**The Corporation of the Township of Wilmot
("Wilmot")**

and

**The Corporation of the Township of Woolwich
("Woolwich")**

WHEREAS:

1. WRPS and the Region have acquired at the expense of the Region, ownership of, lease rights to, or license rights in the SYSTEM INFRASTRUCTURE to operate and provide each of the PARTIES hereto, including WRPS, access to a related radio communications system throughout the Regional Municipality of Waterloo for use by the PARTIES and such other AGENCIES as are authorized by WRPS from time to time under the authority of the PARTIES;

2. The PARTIES wish to enter into this Agreement to set forth the terms upon which the SYSTEM will be implemented by WRPS and utilized by the PARTIES and AGENCIES, and to establish how the costs relating to the maintenance of the SYSTEM INFRASTRUCTURE and the costs relating to the use of the SYSTEM will be shared amongst the PARTIES and AGENCIES;

NOW THEREFORE in consideration of the premises, mutual covenants and conditions herein contained, the Parties hereto agree as follows:

1. INTERPRETATION AND DEFINITIONS

1.1 Wherever a term set out below appears in the text of this Agreement and/or in the recitals, appendices or schedules hereto in capital letters, the term shall have the meaning set out for it in this Section 1:

(a) AGENCY/AGENCIES means such other agencies or organizations that do not fall under the direct control of a PARTY, such as St. John's Ambulance, or Kiwanis Transit, that are authorized from time to time by WRPS to access and use the SYSTEM upon and subject to such terms as may be imposed by WRPS and entering into an agreement substantially in the form attached hereto as Schedule "E".

(b) ANNUAL SYSTEM COSTS means the actual annual expenditures of WRPS that are incurred by it for the acquisition, operation and maintenance of the SYSTEM INFRASTRUCTURE or relate to the PARTIES' GEAR and AGENCIES' GEAR which include but are not limited to costs identified in Schedules B1 and B2 to this Agreement relating to the purchase or leasing of equipment and hardware, the maintenance, repair and replacement of structures, equipment and hardware, maintaining the PARTIES' GEAR and AGENCIES' GEAR that is not maintained by the supplier of the PARTIES' GEAR and AGENCIES' GEAR and will be maintained by WRPS, licensing of software, and all staff expenses associated with the SYSTEM INFRASTRUCTURE, and for operating, maintaining and providing access to the SYSTEM; all of which will be specified in the Annual Infrastructure Budget. It is acknowledged that Schedules B1 and B2 may be subject to change from time to time to reflect changes to the ANNUAL SYSTEM BUDGET. For greater certainty, initial "Radio infrastructure capital costs" as shown in Schedule B1 and the capital costs associated with the purchase, lease or replacement of all or any part of the SYSTEM INFRASTRUCTURE at the end of the lifecycle of the equipment being replaced, excluding components that may be required to continue the on-going operation and maintenance of the current SYSTEM, are not included in the ANNUAL SYSTEM COSTS, which are the responsibility of the Region.

- (c) ANNUAL SYSTEM BUDGET means the budget setting out the ANNUAL SYSTEM COSTS for the ensuing period, as prepared by the Finance Committee and reviewed and approved by the Governance Committee; this budget is based on anticipated/projected costs and liabilities for the next year (see section 5.7 regarding deficit budget or unanticipated costs).
- (d) EMERGENCY REPAIRS means repairs without which a failure of the SYSTEM, or any portion or component of the SYSTEM occurs, or is imminent and leaves or would leave any portion of the geographic area served by the SYSTEM without reliable service.
- (e) LICENCES means the licence for the operation of the SYSTEM as issued by Industry Canada or any other agency or authority of the Government of Canada having jurisdiction to do so.
- (f) OUTSIDE SERVICE PROVIDER(S) – means service providers contracted with by the WRPS, for the benefit of all the PARTIES, to assist in the service, maintenance, repair, etc. of the SYSTEM and/or PARTY’S GEAR / AGENCY’S GEAR (including at the time of entering into of this Agreement, Motorola).
- (g) PARTY (PARTIES) means those agencies, municipalities, organizations and / or services, that are from time to time parties to this Agreement.
- (h) PARTY’S GEAR / AGENCY’S GEAR means portable radios, mobile radios including those placement in vehicles and fixed locations, mobile repeaters (DVRS) and pagers (and any other equipment added, changed or modified by the Operations and Steering Committee) that are equipped for use of the SYSTEM, and consoles including mobile repeaters, owned or leased, and used by a PARTY or AGENCY in connection with its use of the SYSTEM, and includes additions to, and upgrades made from time to time, to such portable and mobile radios and consoles, and the PARTY’S or AGENCY’S internal computer hardware and software systems.
- (i) SYSTEM means the safety related radio communications system operated and provided by WRPS to each of the PARTIES and AGENCIES, for use by them, as may be modified, replaced or upgraded from time to time, including the SYSTEM INFRASTRUCTURE, but does not include PARTY’S GEAR or AGENCY’S GEAR.
- (j) SYSTEM ADMINISTRATION means the general administration and management of the SYSTEM’s functionality and includes system settings and keys that control access to the SYSTEM by a PARTY’S GEAR and AGENCY’S GEAR and, where the SYSTEM’s design accommodates encryption capabilities, control of the SYSTEM’s encryption keys.
- (k) SYSTEM INFRASTRUCTURE means the essential components of the SYSTEM which are required in order to provide two way radio services throughout the Regional Municipality of Waterloo to the PARTIES and AGENCIES and shall include radio towers, system repeaters, power amplifiers, power supplies, emergency backup power, supplies at repeater sites and master site(s), and antenna systems and associated coupling equipment, controllers, network interconnections, backhaul equipment including microwave radios,

system master or secondary site(s) along with associated controllers, network interconnections, servers and switches, software and software upgrades that are required for the proper functioning of the SYSTEM, and the LICENCES, but does not include a PARTY'S GEAR or AGENCY'S GEAR. The current components of the SYSTEM INFRASTRUCTURE are generally described in Schedule "A" to the Agreement.

(l) SYSTEM VENDOR means the primary vendor contracted with WRPS to provide, install, and maintain the SYSTEM. This definition includes all sub-contractors, and agents, engaged by the SYSTEM VENDOR to perform the duties as required by the contract. The current SYSTEM VENDOR is Motorola Inc.

(m) USERS means those, employees, agents, and contractors and persons authorized by the PARTIES or AGENCIES from time to time to have access to and use the SYSTEM.

(n) VOICE RADIO MANAGER ("VRM") means the person employed by WRPS responsible for SYSTEM ADMINISTRATION, the day-to-day management of the SYSTEM, and PARTY'S GEAR and AGENCY GEAR support, who shall be the chair of the Operations and Steering Committee.

2. OBLIGATIONS OF WRPS

2.1 WRPS agrees to allow the other PARTIES, AGENCIES, and their authorized USERS to access and use the SYSTEM, upon and subject to the terms of this Agreement. In this regard, WRPS is solely responsible for:

(a) acquiring ownership of, lease rights to, or license rights in the SYSTEM INFRASTRUCTURE, as necessary in order for each of the PARTIES to be able to access and use the SYSTEM;

(b) operating, maintaining and replacing as and when necessary, the SYSTEM INFRASTRUCTURE;

(c) obtaining the authority to sublicense the PARTIES and AGENCIES to use third party software which forms part of the SYSTEM INFRASTRUCTURE which the PARTIES and AGENCIES need the right to use in order to use the SYSTEM;

(d) developing, implementing and maintaining security safeguards relating to the use of the SYSTEM and monitoring the use of the SYSTEM by the PARTIES and AGENCIES;

(e) obtaining and maintaining the LICENCES (which are applied for and paid by WRPS for the benefit of all the parties) ;

(f) operating and maintaining the SYSTEM; and

(g) maintaining those elements of the PARTIES' GEAR and AGENCIES' GEAR described in Schedule "D" hereto that is not maintained by the supplier of the

PARTY'S GEAR and AGENCY'S GEAR, for and on behalf of the PARTIES, upon and subject to the terms of this Agreement.

2.2 In connection with fulfilling its obligations, WRPS agrees to:

- (a) hire, terminate and otherwise deal with personnel to be dedicated to the SYSTEM in accordance with the direction of the Operations and Steering Committee and the VRM; it being acknowledged by the PARTIES that the authority of the Operations and Steering Committee in this regard will at all times be subject to the applicable policies of WRPS and collective bargaining agreements;
- (b) contract with such independent contractors to assist WRPS in fulfilling its obligations in accordance with the direction of the Operations and Steering Committee;
- (c) provide such additional accounting, purchasing, payroll, administrative, personnel and other services as needed from time to time by WRPS in fulfilling its obligations;
- (d) provide assistance with budget preparation and administration through its Finance and Assets Branch;
- (e) provide related services as requested from time to time by the Operations and Steering Committee;
- (f) enter into agreements and commitments relating to the obligations referred to in section 2.1 as are approved by the Operations and Steering Committee and the Governance Committee, it being acknowledged by the PARTIES that all purchases to be made in connection with this Agreement will be made in accordance with The Regional Municipality of Waterloo Police Services Board By-law;
- (g) ensure that the SYSTEM VENDOR maintains and updates the SYSTEM software and SYSTEM INFRASTRUCTURE which is owned by it or for which it is responsible.
- (h) ensure that all PARTIES are provided with current and up to date contact information for the VRM; and
- (i) not make any functional change to the SYSTEM and SYSTEM INFRASTRUCTURE that may adversely affect a PARTY'S or AGENCY'S use of the SYSTEM and SYSTEM INFRASTRUCTURE without due notice being given to the affected PARTY or AGENCY except in the case of EMERGENCY REPAIRS, or in the circumstances contemplated by section 2.4(b)

2.3 The PARTIES acknowledge that, in connection with its obligation to develop, implement and maintain security safeguards relating to the use of the SYSTEM and monitoring the use of the SYSTEM by the PARTIES and AGENCIES, WRPS is authorized to:

- (a) implement specific procedures established by the Operations and Steering

Committee from time to time concerning the use of the SYSTEM, to be adhered to by the PARTIES and AGENCIES, so as to ensure that LICENCES and software licences and sublicences included in the SYSTEM INFRASTRUCTURE are complied with by the PARTIES and AGENCIES, and to mitigate against the use or misuse of the SYSTEM by any PARTY or AGENCY or the failure of any PARTY or AGENCY to comply with its obligations under this Agreement resulting in damage to the SYSTEM or the SYSTEM INFRASTRUCTURE;

(b) approve the PARTY'S GEAR and AGENCY'S GEAR used by each in accordance with section 3.1(b) hereof, to ensure its suitability and compatibility with the SYSTEM, as recommended by, in the sole discretion of, the Operations and Steering Committee - with any necessary approval by the Governance Committee;

(c) monitor compliance by the PARTIES and AGENCIES with procedures established by the Operations and Steering Committee relating to the use of the SYSTEM and whether the PARTIES and AGENCIES are complying with such procedures and with the PARTIES' and AGENCIES obligations under this Agreement;

(d) audit the number of portable radios, mobile radios included in each of the PARTIES' GEAR and AGENCIES' GEAR; and

(e) implement such other programs established by the Operations and Steering Committee for data verification.

2.4 In connection with its responsibilities as set out in section, 2.3 the PARTIES hereby authorize WRPS:

(a) to immediately report to the Operations and Steering Committee any failure of a PARTY to comply with procedures established by the Operations and Steering Committee or any breach by a PARTY of any of its obligations under this Agreement, and to take such action as a result as is authorized by the Operations and Steering Committee;

(b) provided doing so will not impact emergency matters that are ongoing at the time, to unilaterally and without advance notice immediately terminate a PARTY'S or AGENCY'S right to access the SYSTEM if WRPS determines acting reasonably that the ability of the other PARTIES or AGENCIES to access or use the SYSTEM is at imminent risk of being terminated as a result of an act or omission of such PARTY or AGENCY or a breach by such PARTY or AGENCY of its obligations under this Agreement. Should such termination occur, WRPS agrees to notify such PARTY or AGENCY as soon as possible of the termination and work diligently with such PARTY or AGENCY to correct the situation which necessitated the termination as quickly as possible. In any other case, WRPS shall not terminate a PARTY'S or AGENCY'S right to access the SYSTEM without first giving such PARTY or AGENCY as much advance notice as is possible or reasonable in the circumstances.

2.5 It is acknowledged and agreed to by each of the PARTIES that:

- (a) WRPS makes no representation and provides no warranty regarding the functionality of the SYSTEM or the good working order of the SYSTEM, or that the PARTIES' use of the SYSTEM and access to the SYSTEM will be uninterrupted or error-free;
- (b) WRPS will not be liable to any PARTY for:
- (i) any modifications to or suspension or discontinuance of the right to use the SYSTEM;
 - (ii) any damages whatsoever, including, but not limited to direct, indirect, special, incidental, consequential or punitive including, without limitation, any lost revenues, property loss or damage, physical injury or death, arising out of or in connection with or as a result of a PARTY'S use of the SYSTEM or failure of performance, delays, interruptions, communication line or systems failures including communication malfunctions that affect the ability to use the SYSTEM, or the transmission, accuracy or timeliness of information, material, messages, or instructions between PARTIES and their authorized users of the SYSTEM, or the inability to access, at any time, any part of the SYSTEM, or for any harm or loss to a PARTY'S computer records or data, howsoever caused, including by viruses, "worms", "Trojan horses" hacks, malware, or other similar intrusive, disruptive or destructive programs or files, or the failure of WRPS to report to any third party supplier or licensee of the any component of the SYSTEM INFRASTRUCTURE a failure in any component of the SYSTEM INFRASTRUCTURE of which WRPS has been notified;
 - (iii) the interception, loss or disclosure of confidential or sensitive information transmitted over the Internet;
 - (iv) the lack of suitability, reliability, timeliness or availability of the SYSTEM or any component of the SYSTEM INFRASTRUCTURE.

3. OBLIGATIONS OF THE PARTIES

3.1 Each of the PARTIES hereby covenants and agrees as follows:

- (a) To be responsible for the purchase and replacement of the PARTY'S GEAR, through WRPS unless otherwise agreed by WRPS or as set out in this paragraph, and the maintenance of those components of the PARTY'S GEAR described in Schedule "D" hereto that is not maintained by either WRPS or the supplier of the PARTIES' GEAR at its own expense. For greater certainty, the PARTIES may purchase the GEAR of another PARTY if the other PARTY no longer has use for it and/or the other PARTY purchased excess GEAR, and the GEAR is still combatable with the SYSTEM INFRASTRUCTURE.
- (b) To have all PARTY'S GEAR authorized for operation on the SYSTEM by WRPS, prior to its use and advise WRPS of the inventory of the PARTY'S GEAR (including active radios) For all purposes of this AGREEMENT "active radios" shall include all mobile or

portable radios that are included in the inventory of the PARTY'S GEAR, including spare radios that have been authorized for operation on the SYSTEM whether or not such radios are in regular use, but shall not include radio devices that are used in server rooms to support infrastructure of the radio system and are not in use by USERS as radios. Upon submission of PARTY'S GEAR or AGENCY'S GEAR for such authorization WRPS will carry out such inspections, tests and programming as may be required to ensure that the PARTY'S GEAR is suitable and compatible for operation on the SYSTEM. WRPS will provide notice in writing to the PARTY submitting the PARTY'S GEAR or AGENCY'S GEAR that such GEAR is authorized for operation on the SYSTEM, effective on the date of the notice.

(c) To be responsible in all respects for the access to and use of the SYSTEM by its USERS. In this regard, and without limitation, to take all steps necessary to ensure that only USERS who have been authorized and have been adequately trained on the use of the SYSTEM and the PARTY'S GEAR or AGENCY'S GEAR shall have access to the PARTY'S GEAR or AGENCY'S GEAR and the SYSTEM, and to ensure that internal controls are in place to ensure that any person who is not authorized to access and use the PARTY'S GEAR or AGENCY'S GEAR and SYSTEM is not able to do so; and to advise WRPS of any unauthorized access to or use of the PARTY'S GEAR or AGENCY'S GEAR or the SYSTEM, immediately upon becoming aware thereof.

(d) To advise WRPS of any event or thing that would compromise the system or equipment security or integrity, including but not limited to the loss or theft of equipment, compromising of PARTY'S GEAR or AGENCY'S GEAR encryption codes, the introduction of any by viruses, "worms", "Trojan horses", malware or other similar intrusive, disruptive or destructive programs or files in its PARTY'S GEAR or AGENCY'S GEAR or SYSTEM INFRASTRUCTURE that could affect the SYSTEM, immediately upon becoming aware thereof. Any PARTY or AGENCY whose action, inactions or whose PARTY'S GEAR or AGENCY'S GEAR has caused the compromise to the system or equipment security or integrity shall be responsible for any costs to address and mitigate such, including but not limited to any call out costs of staff, third party costs (e.g., Motorola), reprogramming radios, etc.

(e) To collaborate with the other PARTIES and USERS regarding any request made for information or data stored in any of their systems under the *Municipal Freedom of Information and Protection of Privacy Act* R.S.O. 1990, c. M. 56 to ensure that a USER does not disclose information that is the property of or intended to be exclusively controlled by another PARTY, except as such disclosure may be required by law.

(f) To pre-consult with and advise the VRM of any additions to the number of portable radios and mobile radios that are equipped for use on the SYSTEM, whether or not they are regularly being used by the PARTY or a USER, for the purposes of preparing the billing structure as is further described in this Agreement.

(g) Due to the fact that the System is a closed network, not to modify, add or remove any features from subscriber radios, terminals, or any interface connection to the network without the VRM's consent, after determining doing so will not adversely affect the

operation of the SYSTEM or equipment.

(h) To at all times ensure that the VRM and such other persons employed by WRPS as are authorized by the VRM have “Administrator Rights” to that part of its internal computer systems as is necessary so as to allow such persons to audit and monitor the use of the SYSTEM by the USER to ensure that such use is in compliance with this Agreement.

(i) To pay to WRPS its share of the ANNUAL SYSTEM COSTS in accordance with this Agreement and as set out in Schedule “B”.

(j) To report to the VRM or as otherwise directed by the VRM any failures in the SYSTEM, who shall determine the appropriate action to be taken. Failures in the SYSTEM shall not be reported by a PARTY directly to the SYSTEM VENDOR, unless the VRM fails to advise the PARTY within 72 hours of being notified of the failure, of corrective action being taken.

(k) To at all times fully comply with the procedures established by the Operations and Steering Committee from time to time concerning the use of the SYSTEM.

(l) To not introduce or connect unauthorized or incompatible equipment, PARTY’S GEAR OR AGENCY’S GEAR, or software to the SYSTEM.

(m) To not introduce, connect or download any other equipment or software which may compromise the functionality or the integrity of the SYSTEM.

(n) To immediately shut down or disconnect any PARTY’S GEAR OR AGENCY’S GEAR, equipment or software connected to the SYSTEM which in any manner is found to be causing interference, impairment or damage to the SYSTEM, until such time as it can be operated without causing interference or damage to the SYSTEM.

3.2 Notwithstanding section 3.1(i), it is recognized that the Light Rail Transit (“LRT”), being a sub-entity of The Regional Municipality of the Waterloo will only be using and having the benefit of the SYSTEM INFRASTRUCTURE (unless modified to include other components or equipment, including SUBSCRIBER GEAR, upon request by LRT and approved by the Governance Committee) and, as such, will only be responsible for costs related to SYSTEM INFRASTRUCTURE and not for costs of end user gear support (see Schedule “B” for further details). However, this also means that LRT recognizes it will receive no support for non-SYSTEM INFRASTRUCTURE, and that it is agreed by the PARTIES that no other PARTY can outsource or use non-approved PARTY’S GEAR OR AGENCY’S GEAR or partly opt of this Agreement in that regard. The calculation of the contribution of the LRT shall remain consistent with the allocation in the 2022 budget, as summarized in Schedule “F” hereto.

3.3 Subject to section 3.2, no PARTY may use non-approved PARTY’S GEAR or AGENCY’S GEAR or partly opt out of this Agreement.

3.4 If one or more parties wish to have functionality, features, services (including additional ones from OUTSIDE SERVICE PROVIDER(S)) or any other related special project changed or

added on (“Add Ons”) that are not part of the SYSTEM INFRASTRUCTURE, PARTY’S GEAR OR AGENCY’S GEAR and/or the ANNUAL SYSTEM BUDGET as approved the Governance Committee, that PARTY or PARTIES may do so provided that (a) the costs of such (including any costs of internal voice radio staff to support or assist), liability and responsibility is solely that of the PARTY or PARTIES and such Add Ons are approved by the Governance Committee pursuant to the recommendation of the VRM as it relates to ability to do so and (b) there is no adverse impact on the SYSTEM, other approved projects or integrity, speed, performance and/or efficiency of the SYSTEM or use by other PARTIES, and (c) such does not result in additional costs on other PARTIES without their written consent.

4. GOVERNANCE

4.1 The following Committees shall be established have the responsibilities and authority set out in this Agreement:

- (a) Operations and Steering Committee – Mandate: Assist the VRM in the day-to-day decisions and operations and provide information, feedback and recommendations.
- (b) Finance Committee – Mandate: Preparation and oversight of the budget and financial decision making and provide information, feedback and recommendations.
- (c) Governance Committee – Mandate – the overall oversight/decision-maker regarding the budget, matters that would impact the financial or long-term viability of this collective initiative, and dispute resolution.

4.2 Operations and Steering Committee:

- (a) The Committee shall consist of:
 - (i) the VRM – responsible for the day-to-day operations (including the management of contractual relations with the OUTSIDE SERVICE PROVIDER(S)), the conduit for operational decisions and coordination of issues, impact and recommendations from other PARTIES to the Committee, assist the other Committees, provided that the VRM shall not be entitled to vote on any matter other than in the case of a tie vote;
 - (ii) the Chief of the WRPS, as ex officio member, or a designate of the Chief, who shall be a voting member of the Committee;
 - (iii) an operational representative of Grand River Transit;
 - (iv) Regional Fire Coordinators.

Annually, no later than November 1st in each year, the members of the Operations and Steering Committee for the ensuing calendar year shall be determined.

- (b) The VRM shall be the Chair of the Committee. The Chair shall preside at all meetings of the Committee and shall perform such other duties as are assigned by the Committee.
- (c) The Committee shall meet no less than four times each year. The Committee may appoint a day or days for regular meetings, at an hour to be named, and for such meetings no notice need be given.
- (d) The Chair, or any two members of the Committee may call a meeting of the Committee and for such meetings, written notice shall be given to each member of the Committee not less than 48 hours prior to the meeting, except in case of emergency in which case such notice as is reasonable in the circumstances may be given in writing, by telephone or e-mail or otherwise as the circumstances require.
- (e) Meetings may be held by means of telephone or other communication facilities as permit all persons participating in the meeting to communicate with each other simultaneously, so long as all of the members of the Committee present at or participating in such meeting consent, which consent need not be in writing.
- (f) A majority of the Committee members shall constitute quorum. Decisions of the Committee may be made by a majority of its members.
- (g) In addition to those other duties referred to in this Agreement, the Committee will be responsible for:
- (i) the overall operation of the SYSTEM and ensuring that the SYSTEM INFRASTRUCTURE is in place and properly maintained;
 - (ii) determining the ANNUAL SYSTEM COSTS and reporting thereon to the Finance Committee;
 - (iii) reviewing and commenting upon the ANNUAL SYSTEM BUDGET;
 - (iv) reviewing and commenting upon proposed changes to the standards of maintenance and operation of the SYSTEM;
 - (v) recommending changes to the operation of the SYSTEM;
 - (vi) reviewing and commenting upon SYSTEM technical assessments;
 - (vii) considering and approving projects, upgrades, concepts or ideas which any one or more of the PARTIES proposes be adopted as an addition to the SYSTEM; with the costs of any such approved additions to the SYSTEM to be added to the ANNUAL SYSTEM COSTS;
 - (viii) subject to approval of the Governance Committee and the Regional Municipality of Waterloo Police Services Board By-law, approving contracts and

commitments related to the SYSTEM which are not provided for in the ANNUAL SYSTEM BUDGET; and

(ix) such other duties as the PARTIES may from time to time determine.

(h) Where a decision of the Committee can reasonably be shown to have, or potentially have a detrimental effect on police operations and / or communications, or a detrimental effect on the operating capabilities of the SYSTEM, WRPS will have the right to veto that decision.

(i) Where a decision of the Committee can reasonably be shown to have, or potentially have a detrimental effect on fire operations and / or communications, representatives of the fire services of the PARTIES will have the right to veto that decision.

4.3 Finance Committee:

(a) The Committee shall consist of:

(i) WRPS Finance Unit member who is responsible on a day-to-day basis respecting matters related to the approved ANNUAL SYSTEM BUDGET, acquisition of required services and goods within the approved ANNUAL SYSTEM BUDGET and provide general financial guidance and oversight, and who shall be the Chair of the Committee and a voting member of the Committee;

(ii) VRM, as consultant and resource, who shall be a non-voting member of the Committee;

(iii) Finance member of the Regional Municipality of Waterloo;

(iv) The Chair of the “area Municipal treasurers’ group”. Provided that if the Chair is from the Region, a member of another municipality as chosen by the “area Municipal treasurers’ group”.

(b) The Committee shall operate and prepare the ANNUAL SYSTEM BUDGET in accordance with Schedule “B” to this Agreement.

(c) The ANNUAL SYSTEM BUDGET shall be subject to approval by the Governance Committee.

4.4 Governance Committee:

(a) Each of the PARTIES shall be entitled to appoint one representative to the Committee. Annually, no later than November 1 in each year, the PARTIES shall designate their representative to the Committee. The Chief of WRPS shall ex-officio at all times be a member of the Committee in addition to another representative of WRPS, provided that

the Chief shall not be entitled to vote on any matter other than in the case of a tie vote. The Chief shall be the Chair of the Committee.

(b) The Committee shall meet no less than once each year. The Committee may appoint a day or days for regular meetings, at an hour to be named, and for such meetings no notice need be given.

(d) The Chair, or any two members of the Committee, may call a meeting of the Committee and for such meetings, written notice shall be given to each member of the Committee not less than 7 days prior to the meeting, except in case of emergency in which case such notice as is reasonable in the circumstances may be given in writing, by telephone or e-mail or otherwise as the circumstances require.

(e) Meetings may be held by means of telephone or other communication facilities as permit all persons participating in the meeting to communicate with each other simultaneously, so long as all of the members of the Committee present at or participating in such meeting consent, which consent need not be in writing.

(f) A majority of the Committee members shall constitute quorum. Decisions of the Committee may be made by a majority of its members.

(g) The Committee will be responsible for:

(i) approving the ANNUAL SYSTEM BUDGET;

(ii) approving any expenditure or commitment recommended by the VRM or the Operations and Steering Committee which is not included in the ANNUAL SYSTEM BUDGET;

(iii) approving the addition of any new PARTY to this Agreement;

(iv) approving any Add Ons per section 3.3 and/or the purchase, licensing or leasing of additional SYSTEM INFRASTRUCTURE per section 5.5, having in mind the criteria set out therein;

(v) resolving disputes between any PARTIES to the Agreement or involving a decision made by the Operations and Steering Committee under section 4.2(h) or 4.2(i) (in which regard, for greater clarity, the Committee may set aside the veto of any PARTY), in accordance with Schedule "C" to this Agreement.

5. THE FINANCIAL TERMS

5.1 Until otherwise changed by the unanimous agreement of all PARTIES, each PARTY hereby agrees to pay WRPS its share of the ANNUAL SYSTEM COST as determined in accordance with Schedule "B", which shall be payable in accordance with Schedule "B". Each PARTY'S share will be based on the number of active radios included in a PARTY'S GEAR as at the date of entering into this Agreement, and any additional radios that may be subsequently added to the PARTY'S GEAR. A PARTY'S share will be increased to include additional radios

when they become active. It is acknowledged that a PARTY'S share of the ANNUAL SYSTEM COST will not be reduced during the current budgetary period as a result of a reduction in the number of active radios included in a PARTY'S GEAR, unless specifically agreed to by the Governance Committee. All PARTIES' shares will be recalculated at the end of each year taking into account additions and reductions in active radios during the year. The PARTIES agree to revisit the foregoing formula annually.

5.2 The PARTIES agree that the Governance Committee has the authority to establish, create, and move funds from surplus and/or require contribution from the PARTIES through a special levy towards a reasonable and prudent contingency fund to be used to fund EMERGENCY REPAIRS for which the PARTIES are responsible pursuant to this Agreement ("CONTINGENCY FUND"). The PARTIES will share and be provided information as to any substantial failures and on-going life expectancy of the SYSTEM and SYSTEM INFRASTRUCTURE so that the PARTIES may make budget projections and, while subject to the decisions of the PARTIES' political oversight bodies (Councils and Board) and not compulsory, establish individual reserve funds based on best practices for the eventual replacement of the SYSTEM should all or some of the PARTIES so wish and decide.

5.3 Any disputes relating to the determination of a PARTIES share of the ANNUAL SYSTEM COST shall be resolved in accordance with Schedule "C" to this Agreement.

5.4 The supply by WRPS of any services to any PARTY which are not a service benefitting substantially all of the PARTIES and related to the SYSTEM shall not be considered an ANNUAL SYSTEM COST and shall be chargeable to the benefiting PARTY only.

5.5 Notwithstanding that WRPS is responsible for the SYSTEM INFRASTRUCTURE, where one or more PARTIES, acting together, wishes to add to its PARTY'S GEAR in sufficient quantity as to require an upgrade to the capacity of the SYSTEM that requires the purchase, licensing or leasing of additional SYSTEM INFRASTRUCTURE, the Governance Committee will evaluate the required modifications (with input and recommendation from the VRM), and decide as follows:

(a) The Committee will approve the upgrade to the capacity of the SYSTEM INFRASTRUCTURE, and the cost of the upgrade will be shared amongst the PARTIES in a proportion to be determined by recommendation of the Operations and Steering Committee and Finance Committee; or

(b) The Committee may determine that there is neither practical benefit, nor potential for practical benefit for all or some of the other PARTIES, then the Committee may choose to require the PARTY purchasing the additional PARTY'S GEAR OR AGENCY'S GEAR to reimburse WRPS for all or some of the costs to modify the SYSTEM INFRASTRUCTURE by that party to the extent it is determined that the modification has neither practical benefit, nor potential for practical benefit for all or some of the other PARTIES; or

(c) The Committee may refuse the request of the PARTY on the basis that the

requested changes pose a risk to the effective operation of the SYSTEM, such as, but not limited to, any degradation in SYSTEM coverage, operability, reliability, and performance.

5.6 Any appeal of a decision made under section 5.5 may be resolved pursuant to Schedule “C” to this Agreement.

5.7 Should the ANNUAL SYSTEM BUDGET be insufficient to cover costs for that year – whether due to EMERGENCY REPAIRS, unanticipated or under-projection of costs or liabilities or additional expenditures approved the Governance Committee, that deficit shall either be paid (a) by the parties per Schedule “B”, on the approval of all the parties, within that year as a special levy, (b) paid from the CONTINGENCY FUND contemplated by section 5.2 as approved by the Governance Committee after consultation with the Finance Committee, and/or (c) rolled into the next year’s ANNUAL SYSTEM BUDGET.

5.8 Notwithstanding the effective date of this Agreement, the financial obligations of each PARTY shall be deemed to have commenced on the date that that PARTY became an authorized USER with access to the SYSTEM. Upon execution of this Agreement, WRPS will provide an accounting of the costs charged to and paid by each PARTY and setting out any adjustments necessary to comply the financial terms of this Agreement. If the PARTIES agree with the accounting provided by WRPS, then any adjustment or reconciliation shall be made, as may be necessary, upon the next payment due by each PARTY. In the event that the PARTIES do not agree with the accounting provided by WRPS, then the dispute shall be referred to the Governance Committee.

6. OWNERSHIP

6.1 WRPS will own the SYSTEM.

6.2 WRPS shall apply for and hold the LICENCE required for the operation of the SYSTEM and each USER shall be responsible for the licencing of its PARTY’S GEAR OR AGENCY’S GEAR.

6.3 WRPS shall own, lease or be licensed to use the SYSTEM INFRASTRUCTURE.

6.4 Each of the PARTIES other than WRPS acknowledges that it has no ownership interest in or any greater rights to the SYSTEM or the SYSTEM INFRASTRUCTURE, than are granted by this Agreement.

7. ADMISSION OF NEW PARTIES

7.1 In the event that any party that is not a signatory to this Agreement wishes to become a PARTY to this Agreement, such party may become a PARTY to this Agreement, upon:

- (a) approval of a majority of the members of the Governance Committee given at a properly constituted meeting of the Committee;
- (b) it signing a counterpart of this Agreement agreeing to be bound by all of the terms

of this Agreement;

(c) if not insured by the Waterloo Region Municipal Insurance Pool (“WRMIP”), the Governance Committee being satisfied that the new party has obtained and is able to maintain sufficient commercial general liability coverage to protect the PARTIES from any claims that could arise as a result of the new party’s use or misuse of the SYSTEM; and

(d) payment to WRPS of the following amounts:

(i) all costs of any upgrades to the SYSTEM or the SYSTEM INFRASTRUCTURE required as a result of the addition of the new party and number of new portable radios and mobile radios that will be equipped for use on the SYSTEM; and

(ii) an initial payment based upon the reasonably expected costs of engineering and commissioning approval of the new PARTY’S GEAR OR AGENCY’S GEAR (including but not limited to the time and expenses incurred by the WRPS staff resources and/or required by the OUTSIDE SERVICE PROVIDER(S)) in accordance with this Agreement.

8. TERM

8.1 The terms of this Agreement shall bind each PARTY upon acceptance of the terms hereof as evidenced by the PARTY signing this Agreement.

8.2 This Agreement will continue in effect until it is terminated by further agreement in writing of every PARTY to it, except as otherwise provided in this Agreement.

9. TERMINATION OF A PARTY

9.1 Each of the PARTIES that are signatories to this Agreement and any new party that becomes a PARTY to this Agreement hereby covenants that it will not withdraw from this Agreement and that it will fulfill its obligations under this Agreement for a minimum period of five (5) years.

9.2 At any time after a PARTY has been a PARTY to this Agreement for a minimum of three years, the PARTY may terminate its involvement as a PARTY to this Agreement, upon the following terms and conditions:

(a) The terminating PARTY shall provide notice in writing to the Governance Committee, with a copy to the VRM and the Chief of Police of the WRPS of its intention to terminate its involvement in the Agreement – for clarity, notice may be provided before that PARTY has been a PARTY to this Agreement for three years so long as the effective date is no less than three years after the PARTY has been a PARTY to this Agreement;

(b) The effective date of termination shall be no sooner than the 31st day of December that is at least 24 months following the date that the notice of termination is provided to the Governance Committee;

(c) The terminating PARTY shall continue to be required to fulfill all obligations under the terms of this Agreement, including payment of its share of the ANNUAL SYSTEM COSTS until the effective date of the termination.

9.3 This Agreement may be terminated with respect to any particular PARTY where that PARTY has breached the terms of this Agreement. Such termination shall be carried out as follows:

(a) The decision to terminate must be approved by the Governance Committee. In making such a determination the Governance Committee shall consider the seriousness of the breach, the impact of the termination on the terminated PARTY as well as the remaining PARTIES, whether all reasonable efforts were made to resolve the matter of the breach, any past issues with the PARTY being terminated, and such other considerations as may be relevant;

(b) The Governance Committee shall provide the terminated PARTY with notice in writing of the termination for cause;

(c) The date of termination shall be no less than 120 days from the date the notice in writing is sent to the terminated PARTY.

9.4 Upon termination of a PARTY in accordance with this Article 9, such PARTY shall not be entitled to and WRPS and the other PARTIES to this Agreement shall be under no obligation to repay any amounts paid by the terminated PARTY pursuant to this Agreement, including any amounts paid by the terminated PARTY to RESERVES in accordance with any ANNUAL SYSTEM BUDGET for future maintenance, repair or replacement of any part of the SYSTEM INFRASTRUCTURE.

9.5 As of the effective date of termination, the terminated PARTY shall have no further access to the SYSTEM.

10. INSURANCE AND INDEMNITY, and LIABILITY

10.1 It is acknowledged that all of the PARTIES are insured by the Waterloo Region Municipal Insurance Pool (“WRMIP”). In the event the WRMIP ceases to exist or at any time ceases to insure WRPS, all PARTIES shall obtain and maintain Commercial General Liability insurance in an amount of not less than twenty five million dollars (\$25,000,000) against legal liability that may result from the operation and maintenance of the SYSTEM and to ensure that all policies of insurance are endorsed to provide that every PARTY to this AGREEMENT is named as an additional insured. If additional insurance coverage is required for this Agreement the cost of such insurance shall be a SYSTEM COST. Each party shall provide a certificate of insurance to the others upon request, showing above minimum coverage with a 30-day notice of cancellation

provision.

10.2 With regard to any third party claim in excess of the any insurance limits, each PARTY hereby agrees to indemnify and hold harmless each and every other PARTY against all actions, suits, claims, demands, losses, costs, charges and expenses including legal costs (hereinafter the “claims”), arising out of or in consequence of that indemnifying PARTY’s individual obligations in the use, operation and maintenance of the SYSTEM as provided for in this Agreement. The terms and provisions of this section shall survive any termination of this Agreement.

10.3 Each PARTY agrees, jointly and severally, to indemnify, defend and hold harmless the other PARTIES against all actions, proceedings, costs, claims, damages, demands, liabilities and expenses whatsoever (including legal and other fees and disbursements) sustained or incurred by the indemnified PARTY arising from the failure of one or more of the other PARTIES to fully comply with its or their obligations, or arising from their use or misuse of the SYSTEM.

10.4 The PARTIES hereby agree that any and all liability resulting from all actions, suits, claims, demands, losses, costs, charges and expenses arising out of actions, incidents, grievances or investigations which occurred prior to the date of this Agreement against any PARTY shall remain the sole liability of that PARTY, shall not be transferred hereunder and that PARTY shall wholly indemnify the other PARTIES with respect to any and all liability, including defence and legal costs pertaining thereto.

10.5 Notwithstanding and/or in addition the foregoing, each PARTY is solely responsible for cost of lost, damaged or stolen of their PARTIES’ GEAR and AGENCIES’ GEAR, including any incidental or indirect costs incurred by other PARTIES or general costs directly resulting therefrom (e.g., but not limited to, time or call out costs for the voice radio team or OUTSIDE SERVICE PROVIDER(S)).

11. NOTICE

11.1 Any notice under this AGREEMENT shall be in writing and shall be served personally, by regular mail, by facsimile transmission, or by e-mail upon each of the PARTIES at the following addresses:

The Regional Municipality of Waterloo Police Services Board
 200 Maple Grove Road, P.O. Box 3070
 Cambridge, Ontario N3H 5M1
 Attention: Karen Redman
KRedman@regionofwaterloo.ca

The Regional Municipality of Waterloo
 150 Frederick Street, 4th Floor
 Kitchener, Ontario N2G 4J3
 Attention: Craig Dyer, Chief Financial Officer
cdyer@regionofwaterloo.ca

The Corporation of the City of Kitchener
270 Strasburg Road
Kitchener, Ontario N2E 3M6
Attention: Robert Gilmore, Fire Chief
fire@kitchener.ca

The Corporation of the City of Cambridge
50 Dickson Street
Cambridge, Ontario N1R 5W8
Attention: Jan Liggett, Mayor
Attention: Danielle Manton, Clerk
clerks@cambridge.ca

The Corporation of the City of Waterloo
470 Columbia Street West
Waterloo, Ontario
N2T 2Y6
Attention: Dorothy McCabe, Mayor
Attention: Julie Finley-Swaren, Clerk
Richard.hepditch@waterloo.ca

The Corporation of the Township of North Dumfries
2958 Greenfield Road, P.O. Box 1060
Ayr, Ontario N0B 1E0
Attention: Sue Foxton, Mayor
Attention: Ashley Sage, Clerk
rshantz@northdumfries.ca

The Corporation of the Township of Wellesley
 4639 Lobsinger Line
 St. Clements, Ontario N0B 2M0
 Attention: Joe Nowak, Mayor
 Attention: Grace Kosch, Clerk
predman@wellesley.ca

The Corporation of the Township of Wilmot
 60 Snyder's Road West
 Baden, Ontario N3A 1A1
 Attention: Natasha Salonen, Mayor
 Attention: Jeff Bunn, Clerk
Rod.leeson@wilmot.ca

The Corporation of the Township of Woolwich
 24 Church Street West, P.O. Box 158
 Elmira, Ontario N3B 2Z6
 Attention: Sandy Shantz, Mayor
 Attention: Jeff Smith, Clerk
daldous@woolwich.ca

11.2 Receipt of notice given in the prescribed manner shall be deemed on:

- (a) the date of actual delivery of a personally served document on the last PARTY to be provided with the notice; or
- (b) the business day next following the date of facsimile transmission or e-mail; or
- (c) five (5) days following the date of mailing of the notice.

11.3 It shall be the responsibility of each PARTY to ensure that each of the other PARTIES has its current contact information for the purposes of giving any notice.

12. GENERAL

12.1 In the event that any covenant or term of this AGREEMENT should at any time be held by any competent court or tribunal to be void or unenforceable, then the AGREEMENT shall not fail, but the covenant, provision or term shall be deemed to be severable from the remainder of this AGREEMENT, which shall otherwise remain in full force and effect.

12.2 No PARTY or PARTIES shall call into question, directly or indirectly, in any proceedings whatsoever in law or in equity or before a Court or any administrative tribunal, the right of the PARTIES or any of them to enter into this AGREEMENT or the enforceability of any term, agreement, provision, covenant and/or condition contained in this AGREEMENT, and this clause may be pleaded as an estoppel as against any such PARTY in any proceedings.

12.3 Subject to the requirements of the Municipal Freedom of Information and Protection of

Privacy Act, R.S.O. 1990 c. M.56 (or successor legislation), the PARTIES shall not divulge any information of which they have knowledge to be confidential whether communicated to or acquired by them in the course of carrying out the obligations or roles provided pursuant to this AGREEMENT. No such information shall be used by any PARTY in any way without the approval of WRPS and the PARTY to which the information relates.

12.4 The Schedules to this AGREEMENT form part of this AGREEMENT. This AGREEMENT and its Schedules contains the entire agreement between the PARTIES with respect to the operation and maintenance of the SYSTEM following the date of signing and it is agreed that there is no covenant, promise, agreement, condition precedent or subsequent, warranty or representation or undertaking, whether oral or written, other than as set forth in this AGREEMENT with respect to the subject matter of this AGREEMENT.

12.5 The PARTIES shall with reasonable diligence do all such things and provide all such reasonable further assurances as may be required to fulfill their obligations pursuant to this AGREEMENT. Each PARTY agrees to provide whatever further documents or instruments which may be reasonably necessary or desirable to affect the purpose of this AGREEMENT and carry out its provisions at any time during the currency of this AGREEMENT.

12.6 The rights and obligations as contained within this AGREEMENT shall accrue and apply jointly and severally to and against each PARTY and the failure on the part of one PARTY to comply with the terms of this AGREEMENT shall not be taken as a failure on the part of any other PARTY or PARTIES. The rights of each PARTY may be jointly and severally enforced.

12.7 No supplement, amendment or waiver of or under this AGREEMENT (excepting notice of change of address as contemplated in Article 11) shall be binding unless executed in writing by the PARTY or PARTIES to be bound thereby and no waiver by a PARTY of any provision of this AGREEMENT shall be deemed or shall constitute a waiver of any other provision or a continuing waiver unless otherwise expressly provided.

12.8 Notwithstanding anything in this AGREEMENT, no PARTY shall be in default with respect to the performance of any of the terms of this AGREEMENT if any non-performance is due to any force majeure, strike, lock-out, labour dispute, civil commotion, war or similar event, invasion, the exercise of military power, act of God, Federal or Provincial government regulations or controls, inability to obtain any material or service, or any cause beyond the reasonable control of the PARTY, unless such lack of control results from a deficiency in financial resources.

12.9 This AGREEMENT shall enure to the benefit of and be binding upon the PARTIES and their respective successors and assigns.

12.10 The PARTIES shall act co-operatively in good faith, and with expedition in implementing the intent of this AGREEMENT.

12.11 Time shall be of the essence of this AGREEMENT.

12.12 Counterparts: This Agreement may be executed in any number of counterparts and all of such counterparts shall for all purposes constitute one Agreement, binding on the parties,

notwithstanding that all parties are not signatory to the same counterpart.

IN WITNESS WHEREOF each of the PARTIES to this AGREEMENT has affixed its signature and corporate seal by the hands of its proper officers on the date inscribed below, in counterparts.

**THE REGIONAL MUNICIPALITY OF
WATERLOO POLICE SERVICES BOARD**

Per: _____
Name: Karen Redman
Title: Chair
I have authority to bind the Board

Per: _____
Name: Meghan Martin
Title: Executive Assistant to the Board
I have authority to bind the Board

**THE REGIONAL MUNICIPALITY OF
WATERLOO**

Per: _____
Name: Craig Dyer
Title: Chief Financial Officer
I have authority to bind the Region

**THE CORPORATION OF THE CITY OF
KITCHENER**

Per: _____
Name: Robert Gilmore
Title: Fire Chief
I have authority to bind the Corporation

**THE CORPORATION OF THE CITY OF
CAMBRIDGE**

Per: _____
Name: Jan Liggett
Title: Mayor
I have authority to bind the Corporation

Per: _____
Name: Danielle Manton
Title: Clerk
I have authority to bind the Corporation

**THE CORPORATION OF THE CITY OF
WATERLOO**

Per: _____
Name: Dorothy McCabe
Title: Mayor
I have authority to bind the Corporation

Per: _____
Name: Julie Finley-Swaren
Title: Clerk
I have authority to bind the Corporation

**THE CORPORATION OF THE TOWNSHIP OF
NORTH DUMFRIES**

Per: _____
Name: Sue Foxton
Title: Mayor
I have authority to bind the Corporation

Per: _____
Name: Ashley Sage
Title: Clerk
I have authority to bind the Corporation

**THE CORPORATION OF THE TOWNSHIP OF
WELLESLEY**

Per: _____
Name: Joe Nowak
Title: Mayor
I have authority to bind the Corporation

Per: _____
Name: Grace Kosch
Title: Clerk
I have authority to bind the Corporation

**THE CORPORATION OF THE TOWNSHIP OF
WILMOT**

Per: _____
Name: Natasha Salonen
Title: Mayor
I have authority to bind the Corporation

Per: _____
Name: Jeff Bunn
Title: Clerk
I have authority to bind the Corporation

**THE CORPORATION OF THE TOWNSHIP OF
WOOLWICH**

Per: _____
Name: Sandy Shantz
Title: Mayor
I have authority to bind the Corporation

Per: _____
Name: Jeff Smith
Title: Clerk
I have authority to bind the Corporation

Schedule "A"**SYSTEM INFRASTRUCTURE
(as at _____, 2021)**

System infrastructure is defined as the overall radio system that all or some users may use that includes but is not limited to:

- Core services: servers, network equipment, firewalls, event managers, network transport and connectivity services, networking systems, and specialized clients to administer the radio system;
- Logging equipment that records and stores designated radio and telephone transmissions;
- Console equipment including the console hardware, client workstation, and associated network components;
- Facility components located at designed radio tower sites such as UPS and generator systems, HVAC, event monitoring systems, and physical shelters;
- Radio tower sites including, radio base stations, network components, antenna and feedline systems, grounding, guy wires, tower assessments;

Exceptions to system infrastructure includes but is not limited to:

- Custom system installations, upgrades, and expansions not authorized by the Governance Committee;
- The addition of features or components to the overall system infrastructure that are deemed to be unbeneficial to all users as determined by the Governance Committee, after consultation with the VRM;
- Accessories or non-owned WRPS equipment, including, computer workstations, console headsets, and third-party accessories not supported by Motorola.

Schedule “B”

BUDGET AND FINANCIAL TERMS

ANNUAL SYSTEM COSTS include those costs identified in Schedules B1 and B2 hereto, it being acknowledged that Schedules B1 and B2 may be amended from time to time to reflect changes to the ANNUAL SYSTEM BUDGET; all of which are generally described as follows:

SYSTEM INFRASTRUCTURE

- a) Staffing costs – compensation, benefits, overtime, fleet, cellular and desk phone devices, training, information technology, office supplies, uniform;
- b) Operating costs – costs for site hydro, facility, security, power generation, /operating leases, telecom and backhaul, ISED consolidated frequency licences and any other necessary LICENCES, replacement and repair of infrastructure parts, insurance, Motorola maintenance fees;
- c) Costs relating to the SYSTEM INFRASTRUCTURE referred to in Section 1.1(b) of the AGREEMENT;
- d) Contributions to the CONTINGENCY FUND as contemplated by Section 5.2 of the Agreement; and
- e) Administrative fee – costs associated with accounts receivable, accounts payable, finance, information technology, facility, legal, human resource, management services functions as approved by the Finance Committee.

PARTY’S GEAR / AGENCY’S GEAR FOR WHICH WRPS IS RESPONSIBLE (PURSUANT TO SCHEDULE D):

- a) Staffing costs – compensation, benefits, overtime, fleet, cellular and desk phone devices, training, information technology, office supplies, uniform
- b) Operating costs – maintenance contract, replacement of subscriber parts
- c) Recovery of Capital Costs relating specifically in the support of PARTY’S GEAR or AGENCY’S GEAR – fleet, mobile radios, portable radios, office equipment, information technology equipment, furniture
- d) Administrative fee – costs associated with accounts receivable, accounts payable, finance, information technology, facility, legal, human resource, management services functions as approved by the Finance Committee

The ANNUAL SYSTEM BUDGET will be determined by estimating costs for the items above for both SYSTEM INFRASTRUCTURE and PARTY’S GEAR / AGENCY’S GEAR. For greater certainty, capital costs associated with the purchase or replacement of the SYSTEM INFRASTRUCTURE at the end of its complete lifecycle, excluding the repair or replacement of components that constitute part of or may be required for the on-going operation and maintenance

of the current SYSTEM, are not included in the ANNUAL SYSTEM COSTS, which are the responsibility of the Region.

The ANNUAL SYSTEM BUDGET will be divided by the number of active radios outlined in the first quarter invoices. This will determine a budgeted rate per radio for SYSTEM INFRASTRUCTURE and PARTY'S GEAR / AGENCY'S GEAR expenses for which the PARTIES, with the exception of the LRT as referred to in section 3.2, are responsible. Subject to section 5.1 of the Agreement this rate will be utilized for that year's invoices. Each PARTY'S share of such expenses will be adjusted and all PARTIES' share will be reconciled in accordance with section 5.1. For the LRT, it will only be responsible to contribute to the SYSTEM INFRASTRUCTURE costs referred to above as are set out in Schedule B1, in such proportion as is determined by the Finance Committee and set out in the ANNUAL SYSTEM BUDGET.

In the case of a surplus it will be placed in the CONTINGENCY FUND as contemplated by Section 5.2 of the Agreement. In the case of a deficit, if it is necessary that such deficit be paid in the year in which it is incurred, it will: (a) be paid from the CONTINGENCY FUND, if any, as approved by the Governance Committee after consultation with the Finance Committee; and/or (b) be paid within that year by assessing each of the PARTIES a special levy in the same proportion as their contribution to the ANNUAL SYSTEM COSTS; and if it is not necessary that all or part of such deficit be paid in the year in which it is incurred, with the approval of the Governance Committee, all or part of it may be rolled into the next year's ANNUAL SYSTEM BUDGET.

Schedule “C”

DISPUTE RESOLUTION

Subject to doing so to avoid the expiration of an applicable statute of limitation, a PARTY shall not commence an arbitration or other legal proceeding against another in connection with any matter to which this Agreement relates, without first attempting to have a dispute resolved in the following manner

Any disputes:

- (a) between any PARTIES to the Agreement;
- (b) relating to a decision made by the Operations and Steering Committee or Governance Committee or the exercise of a veto by WRPS or a fire service pursuant to sections 4.2(h) or 4.2(i) of the Agreement;
- (c) any determination made by the VRM; or
- (d) the determination of a PARTY’S share of the ANNUAL SYSTEM COST

shall be resolved in the following manner:

A. Disputes between PARTIES or relating to decisions of the Operations and Steering Committee:

- A representative of the PARTY or PARTIES shall submit to the Chair of the Operations and Steering Committee in writing, a summary of the dispute.
- The Chair of the Operations and Steering Committee shall attempt to resolve the dispute.
- If the Chair does not or cannot resolve the dispute within thirty (30) calendar days after receipt of the PARTY’S or PARTIES’ written submission the dispute shall be referred to the Governance Committee for resolution.
- If, in the next 30 days after the dispute is referred to the Governance Committee the Committee does not or cannot resolve the dispute, a PARTY may commence an appropriate arbitration specified herein.

B. Disputes relating to determination of a PARTY'S proportional share of the ANNUAL SYSTEM COST:

- A representative of the PARTY shall submit to the Chair of the Finance Committee in writing, a summary of the dispute.
- The Chair of the Finance Committee shall attempt to resolve the dispute.
- If the Chair does not or cannot resolve the dispute within thirty (30) calendar days after receipt of the PARTY'S written submission the dispute shall be referred to the Governance Committee for resolution.
- The Governance Committee shall attempt to resolve the dispute in the next 30 days to the satisfaction of the PARTY. If the Committee is unable to resolve the dispute to the satisfaction of the PARTY, the Committee shall render a decision on the dispute in the next 30 days.
- If the PARTY disagrees with the decision of the Governance Committee it may commence an appropriate arbitration specified herein.

C. Disputes arising from decision by the Governance Committee as set out herein

- Before commencing an arbitration relating to a decision of the Governance Committee, the affected PARTIES shall:
 - (a) ask for a review by the Governance Committee, in writing;
 - (b) if unresolved, elevate the issue to the CAO(s)/Chief(s) and head of Council or Board of each for further consideration of the PARTIES involved.

If the foregoing dispute resolution does not satisfactorily resolve a dispute listed or any other alleged breach of this Agreement by one or more PARTIES, the PARTIES agree that such shall be resolved by arbitration as set out in the *Arbitration Act, 1991* (or as replaced), or as modified by agreement of the disputing parties.

Schedule “D”

PARTY’S GEAR – RESPONSIBILITY

PARTY’S GEAR for which WRPS responsible to maintain:

Portable radio
 Mobile radio
 Fixed mobile radio
 DVRS radio

PARTY’S GEAR for which PARTY responsible to purchase and maintain:

Portable radio accessories, including but not limited to: speaker mics, batteries, carry cases, antennas; PARTY is responsible for costs due to damage, water damage, vandalism, normal wear and tear, acts of God.

Mobile radio accessories, including but not limited to: mics, speakers, antenna cables, power cables, interface cables, emergency devices, antennas, mounting brackets; PARTY is responsible for costs due to damage, water damage, vandalism, normal wear and tear, acts of God.

Fixed mobile radio accessories, including but not limited to: mics, speakers, antenna cables, power cables, interface cables, emergency devices, antennas, mounting brackets, cable routing trays, building modifications; PARTY is responsible for costs due to damage, water damage, vandalism, normal wear and tear, acts of God.

DVRS radio accessories, including but not limited to: filters, antenna cables, power cables, interface cables, antennas, mounting brackets; PARTY is responsible for costs due to damage, water damage, vandalism, normal wear and tear, acts of God.

Batteries, damage due to water damage, vandalism, normal wear and tear, acts of God.

SURPLUS PARTY’S GEAR

A PARTY that has surplus PARTY’S GEAR (“SURPLUS PARTY’S GEAR”) may deliver it to WRPS, in which case:

- (a) The VRM will determine if such SURPLUS PARTY’S GEAR is usable and compatible with the SYSTEM. If it is not such SURPLUS PARTY’S GEAR will be returned to the PARTY;
- (b) If the SURPLUS PARTY’S GEAR is usable and compatible WRPS will record the PARTY as its owner and store and manage it in a secure location on behalf of its owner at no charge to the owner. While such SURPLUS PARTY’S GEAR is stored by WRPS, the VRM will from time to time determine if it remains usable and compatible with the SYSTEM and keep an inventory thereof, and any that is found to no longer be usable and compatible will then be returned to its owner. The VRM will share the initial inventory of compatible SURPLUS PARTY’S GEAR

with the PARTIES, and any updates made to the inventory on an annual basis.

Any PARTY wishing to purchase PARTY'S GEAR may inquire of the VRM if there is SURPLUS PARTY'S GEAR available for purchase and if so may purchase such SURPLUS PARTY'S GEAR by paying to the owner thereof the then current fair market value of the SURPLUS PARTY'S GEAR as may be agreed upon by both parties, upon which the inventory of SURPLUS PARTY'S GEAR available for purchase will be updated.

Note: Provided that there are no negative impacts to the SYSTEM or the other PARTIES' use, a PARTY may purchase the following, at their own expense, and such shall not be included as a PARTY'S GEAR:

- Custom installations, upgrades, and expansions not authorized by the VRM and/or Committees
- The addition of features or components to subscriber equipment that are not authorized by the VRM and/or Committees
- Third-party accessories not supported by Motorola and/or authorized by the VRM and/or Committees

Schedule "E"
DRAFT AGENCY AGREEMENT

Attached

(e) **OUTSIDE SERVICE PROVIDER(S)** – means service providers contracted with by the WRPS, on behalf of the AGENCY and OTHER PARTIES to assist in the service, maintenance, repair, etc. of the SYSTEM and/or the AGENCY’S GEAR (including at the time of entering into of this Agreement, Motorola);

(f) **SYSTEM** means the safety related radio communications system operated by WRPS to which the AGENCY is granted access to and the right use pursuant to this Agreement, as may be modified, replaced or upgraded from time to time, and includes the SYSTEM INFRASTRUCTURE but does not include the AGENCY’S GEAR;

(g) **SYSTEM ADMINISTRATION** means the general administration and management of the SYSTEM’s functionality and includes system settings and keys that control access to the SYSTEM by the AGENCY’S GEAR and, where the SYSTEM’s design accommodates encryption capabilities, control of the SYSTEM’s encryption keys;

(h) **SYSTEM INFRASTRUCTURE** means the essential components of the radio system which are required in order to provide two way radio services throughout the Regional Municipality of Waterloo to the AGENCY and the OTHER PARTIES but does not include the AGENCY’S GEAR .

(i) **SYSTEM VENDOR** means the primary vendor contracted with WRPS to provide, install, and maintain the SYSTEM. This definition includes all sub-contractors, and agents, engaged by the SYSTEM VENDOR to perform the duties as required by the contract. The current SYSTEM VENDOR is Motorola Inc.

(j) **USERS** means those, employees, agents, and contractors and persons authorized by the AGENCY from time to time to have access to and use of the SYSTEM.

(k) **VOICE RADIO MANAGER (“VRM”)** means the person employed by WRPS responsible for SYSTEM ADMINISTRATION, the day-to-day management of the SYSTEM, and PARTY’S GEAR and AGENCY GEAR support, who shall be the chair of the Operations and Steering Committee.

2. GRANT OF ACCESS AND RIGHT TO USE THE SYSTEM:

2.1 WRPS grants to the AGENCY, upon the terms and conditions set forth in this Agreement, the right to access the SYSTEM INFRASTRUCTURE and a non-transferable and non-exclusive license to use the SYSTEM.

2.2 The AGENCY acknowledges that WRPS's right to license the AGENCY to access and use the SYSTEM is subject to its compliance with the LICENCES and any restrictions contained therein.

2.3 WRPS warrants that it has the authority to grant to the AGENCY licenses necessary for the AGENCY to be able to access and use the SYSTEM.

OPERATION OF THE SYSTEM BY WRPS

3.1 WRPS is solely responsible for:

- (a) acquiring ownership of, lease rights to, or license rights in the SYSTEM INFRASTRUCTURE, and operating, maintaining and replacing as and when necessary, the SYSTEM INFRASTRUCTURE and the SYSTEM;
- (b) obtaining the authority to sublicense the AGENCY pursuant to this Agreement to use third party software which forms part of the SYSTEM INFRASTRUCTURE and is necessary in order to be able to use the SYSTEM;
- (c) developing, implementing and maintaining security safeguards relating to the use of the SYSTEM and monitoring the use of the SYSTEM by the AGENCY;
- (d) maintaining those elements of the AGENCY'S GEAR described in Schedule "A" hereto that is not maintained by its supplier;
- (e) ensuring that the SYSTEM VENDOR maintains and updates the SYSTEM software and SYSTEM INFRASTRUCTURE which is owned by it or for which it is responsible;

3.2 WRPS further agrees with the Agency:

- (a) to ensure that the AGENCY is provided with current and up to date contact information for the VRM.
- (b) Not to make any functional change to the SYSTEM and SYSTEM INFRASTRUCTURE that may adversely affect the AGENCY'S use of the SYSTEM and SYSTEM INFRASTRUCTURE without due notice being given to the AGENCY, except in the case of EMERGENCY REPAIRS, or in the circumstances contemplated by section 3.4.

3.3 In connection with its obligation to develop, implement and maintain security safeguards relating to the use of the SYSTEM WRPS is authorized to:

- (a) implement specific procedures concerning the use of the SYSTEM, to be adhered to by the AGENCY so as to ensure that LICENSES included in the SYSTEM INFRASTRUCTURE are complied with by the AGENCY, and to mitigate against the use or misuse of the SYSTEM by the AGENCY or the failure of the AGENCY to comply with its obligations under this Agreement resulting in damage to the SYSTEM or the SYSTEM INFRASTRUCTURE;
- (b) monitor compliance by the AGENCY with implemented procedures relating to the use of the SYSTEM and whether the AGENCY is complying with such procedures and its obligations under this Agreement;
- (c) approve the AGENCY'S GEAR to ensure its suitability and compatibility with the

SYSTEM;

- (d) audit the number of radios included in the AGENCY'S GEAR.

3.4 The AGENCY acknowledges and agrees that WPRS shall have the unilateral right without advance notice to the AGENCY, to immediately terminate the AGENCY'S right to access the SYSTEM if WRPS determines acting reasonably that the ability of the OTHER PARTIES to access or use the SYSTEM is at imminent risk of being terminated as a result of an act or omission of the AGENCY or a breach by the AGENCY of its obligations under this Agreement. Should such termination occur, WRPS agrees to notify the AGENCY as soon as possible of the termination and work diligently with the AGENCY to correct the situation which necessitated the termination as quickly as possible.

3.5 It is acknowledged and agreed to by the AGENCY that:

- (a) WRPS makes no representation and provides no warranty regarding the functionality of the SYSTEM or the good working order of the SYSTEM, or that the AGENCY'S use of the SYSTEM and access to the SYSTEM will be uninterrupted or error-free;

- (b) WRPS will not be liable to the AGENCY for:

(i) any modifications to or suspension or discontinuance of the AGENCY'S right to use the SYSTEM;

(ii) any damages whatsoever, including, direct, indirect, special, incidental, consequential or punitive including, without limitation, any lost revenues, physical injury or death, arising out of or in connection with or as a result of the AGENCY'S use of the SYSTEM or failure of performance of the SYSTEM, WRPS terminating the AGENCY'S ability to access the SYSTEM pursuant to section 3.4, delays, interruptions, communication line or systems failures including communication malfunctions that affect the ability to use the SYSTEM, or the transmission, accuracy or timeliness of information, material, messages, or instructions of the AGENCY and its authorized users of the SYSTEM, or the inability to access, at any time, any part of the SYSTEM, or for any harm or loss to the AGENCY'S computer records or data, howsoever caused, including by viruses, "worms", "Trojan horses" or other similar intrusive, disruptive or destructive programs or files, or the failure of WRPS to report to any third party supplier or licensee of the any component of the SYSTEM INFRASTRUCTURE a failure in any component of the SYSTEM INFRASTRUCTURE of which WRPS has been notified;

(iii) the interception, loss or disclosure of confidential or sensitive information transmitted over the Internet;

(iv) the lack of suitability, reliability, timeliness or availability of the SYSTEM or any component of the SYSTEM INFRASTRUCTURE.

4. OBLIGATIONS OF THE AGENCY

4.1 The AGENCY covenants and agrees with WRPS as follows:

- (a) To be responsible for the purchase, and replacement of the AGENCY'S GEAR , and the maintenance of those components of the AGENCY'S GEAR described in Schedule "A" hereto that is not maintained by WRPS or the supplier of the AGENCY'S GEAR.
- (b) To be responsible for the licencing of its AGENCY'S GEAR .
- (c) To have all AGENCY'S GEAR authorized for operation on the SYSTEM by WRPS, prior to its use. Upon submission of AGENCY'S GEAR for such authorization WRPS will carry out such inspections, tests and programming as may be required to ensure that the AGENCY'S GEAR is suitable and compatibility for operation on the SYSTEM. WRPS will provide notice in writing to the AGENCY that its AGENCY GEAR is authorized for operation on the SYSTEM, effective on the date of the notice.
- (d) To be responsible in all respects for the access to and use of the SYSTEM by its USERS. In this regard, and without limitation, to take all steps necessary to ensure that only USERS who have been authorized and have been adequately trained on the use of the SYSTEM and the AGENCY'S GEAR shall have access to the AGENCY'S GEAR and the SYSTEM, and to ensure that internal controls are in place to ensure that any person who is not authorized to access and use the AGENCY'S GEAR and SYSTEM is not able to do so; and to advise WRPS of any unauthorized access to or use of the AGENCY'S GEAR or the SYSTEM, immediately upon becoming aware thereof.
- (e) To advise WRPS of any event or thing that would compromise the system or equipment security or integrity, including but not limited to the loss or theft of equipment, the compromising of AGENCY'S GEAR encryption codes, the introduction of any by viruses, "worms", "Trojan horses", malware or other similar intrusive, disruptive or destructive programs or files in its AGENCY'S GEAR or the SYSTEM INFRASTRUCTURE that could affect the SYSTEM, immediately upon becoming aware thereof. In the event of the failure of the AGENCY to fully comply with this provision results in the SYSTEM or its security being compromised the AGENCY shall be responsible for any costs to address and mitigate such, including but not limited to any call out costs of staff, third party costs (e.g., Motorola), reprogramming radios, etc.
- (f) To collaborate with the OTHER PARTIES and WRPS regarding any request made to the AGENCY for information or data stored in its systems under the *Municipal Freedom of Information and Protection of Privacy Act* R.S.O. 1990, c. M. 56 to ensure that information that is the property of or intended to be exclusively controlled by another party is not improperly disclosed.
- (g) To advise the VRM of any additions to the number of the AGENCY'S portable radios and mobile radios that are equipped for use on the SYSTEM, whether or not they are regularly being used by the AGENCY.

- (h) Due to the fact that the System is a closed network, not to modify, add or remove any features from any of its AGENCY GEAR, or any interface connection to the network through which the SYSTEM is accessed without the VRM's consent.
- (i) To at all times ensure that the VRM and such other persons employed by WRPS as are authorized by the VRM have "Administrator Rights" to its internal computer systems so as to allow such persons to audit and monitor the use the SYSTEM by the AGENCY and its USERS to ensure that such use is in compliance with this Agreement.
- (j) To pay to WRPS the fees set out in Schedule "B", which are based on the number of radios included in the AGENCY'S GEAR from time to time, in accordance with Schedule "B".
- (k) To report to the VRM or as otherwise directed by the VRM any failures in the SYSTEM, who shall determine the appropriate action to be taken. Failures in the SYSTEM shall not be reported by the AGENCY directly to the SYSTEM VENDOR, unless the VRM fails to advise the AGENCY within 72 hours of being notified of the failure, of corrective action being taken.
- (l) To at all times fully comply with the procedures established by WRPS from time to time concerning the use of the SYSTEM.
- (m) To not introduce or connect unauthorized or incompatible equipment or software to the AGENCY GEAR or to the SYSTEM.
- (n) To immediately upon receiving notice from WRPS or the VRM, shut down or disconnect any of its AGENCY GEAR, equipment or software connected to the SYSTEM which in any manner is found to be causing interference, impairment or damage to the SYSTEM, until such time as it can be operated without causing interference or damage to the SYSTEM.
- (o) To indemnify defend and hold harmless WRPS against all actions, proceedings, costs, claims, damages, demands, liabilities and expenses whatsoever (including legal and other fees and disbursements) sustained or incurred by WRPS which in any way relates to the subject matter of this Agreement and is caused by the AGENCY'S failure to fully comply with its obligations under this Agreement, or any act, omission, negligence or willful misconduct resulting from or relating to the use of the SYSTEM by the AGENCY or its USERS.

5. OWNERSHIP

5.1 The AGENCY acknowledges that it has no ownership interest in or any greater rights to the SYSTEM or the SYSTEM INFRASTRUCTURE, than are granted by this Agreement.

6. TERM

6.1 The terms of this Agreement shall commence on the date it is signed and shall continue in effect until it is terminated in accordance with this Agreement.

6.2 The AGENCY may terminate this Agreement upon giving notice in writing to WRPS no later than the 31st day of August in any year, provided always that the effective date of termination shall be the 31st day of December in the year after written notice was given.

6.3 WRPS may terminate this Agreement if the AGENCY has breached the terms of this Agreement, upon giving no less than 120 days notice in writing of such termination; provided always that this shall not in any way limit the rights of WRPS under any other section of this Agreement and in particular section 3.4, during such notice period.

6.4 The AGENCY shall continue to be required to fulfill all obligations under the terms of this Agreement, including payment of fees in accordance with Schedule "B" until the effective date of termination.

6.5 Unless terminated earlier by WRPS pursuant to the terms of the Agreement, upon effective date of termination the AGENCY shall have no further rights to access the SYSTEM INFRASTRUCTURE or the SYSTEM.

7. NOTICE

7.1 Any notice under this AGREEMENT shall be in writing and shall be served personally, by regular mail, by facsimile transmission, or by e-mail upon each of the PARTIES at the following addresses:

[Contact information for PARTIES to be added]

7.2 Receipt of notice given in the prescribed manner shall be deemed on:

- (a) the date of actual delivery of a personally served document on the last PARTY to be provided with the notice; or
- (b) the business day next following the date of facsimile transmission or e-mail; or
- (c) five (5) days following the date of mailing of the notice.

7.3 It shall be the responsibility of each PARTY to ensure that each of the other PARTIES has its current contact information for the purposes of giving any notice.

8. GENERAL

8.1 In the event that any covenant or term of this Agreement should at any time be held by any competent tribunal to be void or unenforceable, then the Agreement shall not fail, but the covenant, provision or term shall be deemed to be severable from the remainder of this Agreement, which shall otherwise remain in full force and effect.

8.2 Subject to the requirements of the *Municipal Freedom of Information and Protection of Privacy Act* R.S.O. 1990 c. M.56 (or successor legislation), WRPS and the AGENCY shall not divulge any information of which they have knowledge to be confidential to the other, whether communicated to or acquired by them in as a result of the use of the SYSTEM by the AGENCY. No such information shall be used by either party in any way without the written approval of the other.

8.3 The Schedules to this Agreement form part of this Agreement. This Agreement and its Schedules contains the entire agreement between the parties with respect to the operation and maintenance of the SYSTEM following the date of signing and it is agreed that there is no covenant, promise, agreement, condition precedent or subsequent, warranty or representation or undertaking, whether oral or written, other than as set forth in this Agreement with respect to the subject matter of this Agreement.

8.4 No supplement, amendment or waiver of or under this Agreement (excepting notice of change of address as contemplated in Section 7) shall be binding unless executed in writing and no waiver by a party of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision or a continuing waiver unless otherwise expressly provided.

8.5 Notwithstanding anything in this Agreement , a party shall not be in default with respect to the performance of any of the terms of this Agreement if any non-performance is due to any force majeure, strike, lock-out, labour dispute, civil commotion, war or similar event, invasion, the exercise of military power, act of God, government regulations or controls, inability to obtain any material or service, or any cause beyond the reasonable control of the party, unless such lack of control results from a deficiency in financial resources.

8.6 This Agreement may not be assigned in whole or in part by the AGENCY.

8.7 Time shall be of the essence of this Agreement.

8.8 This Agreement may be executed in counterparts and all counterparts shall for all purposes constitute one Agreement, binding on the parties, notwithstanding that all parties are not signatory to the same counterpart.

IN WITNESS WHEREOF the parties have executed this Agreement.

The Regional Municipality of Waterloo Police Services Board

Per: _____

Chief of Police, Waterloo Regional Police Service
I have authority to bind the Board

[Name of Agency]

Per: _____

Name:

Office:

I have authority to bind the Agency

Schedule "A"
To Agency Agreement

AGENCY GEAR – RESPONSIBILITY

AGENCY GEAR for which WRPS responsible to maintain:

Portable radio
Mobile radio
Fixed mobile radio
DVRS radio

AGENCY GEAR for which AGENCY responsible to purchase and maintain:

Portable radio accessories, including but not limited to: speaker mics, batteries, carry cases, antennas; AGENCY is responsible for costs due to damage, water damage, vandalism, normal wear and tear, acts of God.

Mobile radio accessories, including but not limited to: mics, speakers, antenna cables, power cables, interface cables, emergency devices, antennas, mounting brackets; AGENCY is responsible for costs due to damage, water damage, vandalism, normal wear and tear, acts of God.

Fixed mobile radio accessories, including but not limited to: mics, speakers, antenna cables, power cables, interface cables, emergency devices, antennas, mounting brackets, cable routing trays, building modifications; AGENCY is responsible for costs due to damage, water damage, vandalism, normal wear and tear, acts of God.

DVRS radio accessories, including but not limited to: filters, antenna cables, power cables, interface cables, antennas, mounting brackets; AGENCY is responsible for costs due to damage, water damage, vandalism, normal wear and tear, acts of God.

Batteries, damage due to water damage, vandalism, normal wear and tear, acts of God.

Schedule "B"
To Agency Agreement

FEES PAYABLE BY AGENCY

TERMS

The AGENCY agrees to pay to WRPS \$_____ per quarter year, per radio included in the AGENCY GEAR as determined by the Agency by taking inventory on the first day of the term of this Agreement, and thereafter on the first day of each quarter year.

The AGENCY shall advise WRPS of the number of radios included in the AGENCY GEAR within 15 days of the taking each inventory, following which WRPS shall issue an invoice to the AGENCY to be sent to the Agency by way of e-mail or other electronic transmission, payment of which shall be due within 30 days of issuance.

The AGENCY acknowledges that WRPS may at any time audit the number of radios included in the AGENCY GEAR.

Schedule "F"**LRT (ION) Contribution – 2022 Budget**

For 2022 Budget, there were two rates. One per active radio for Infrastructure and one per active radio for End User Gear Support. For all agencies except Ion, they are charged the \$1,132 per radio (both infrastructure and subscriber). For Ion only, they are charged the Infrastructure rate only of \$846 per radio due to them having a separate contract to support their end user gear (ie. radios, etc.)



TOWNSHIP OF WOOLWICH
ENGINEERING AND FIRE DEPARTMENTS

MEMO TO: Mayor and Council

DATE: December 10, 2013

FROM: Rick Pedersen and Dan Kennaley

SUBJECT: Region of Waterloo Voice Radio Infrastructure Replacement Report

FILE I.D.: N/A

On November 12th 2013, the attached report CR-FM-13-020 was presented to Regional Council. The recommendation is for the authorization of the issuance of a Request for Proposal for the replacement of the Region of Waterloo Voice Radio System (WRVRS). This would take place early in 2014 with a planned contract awarded by mid-year.

The system was to be replaced in 2018, however the current equipment is outdated and replacement parts are difficult to obtain. The WRVRS would replace the current analog system with a digital system.

The expected cost of the replacement is to be at least \$26 million.

As members of the Voice Radio Steering Committee, we want to ensure that your needs are met with the replacement and that costs are responsible.

The RFP process is necessary because possible suppliers were unable to offer reliable estimates without more detailed information on what the users will require.

The RFP will be written to include the following:

- Best use of the existing infrastructure
- Evaluation of the cost and feasibility of operating parallel systems
- Evaluation of own/operate(in house)and contracted hosted service models
- Evaluation of the timing options for transition of users to the new system
- Bulk purchasing opportunities for users to replace handset and base station equipment

The Region is responsible for the purchase and maintenance of the Voice Radio System used by the Waterloo Regional Police, Fire Departments, Municipal Operations, Grand River Transit and the Grand River Conservation Authority. It is the responsibility of the Township Fire Department and Engineering and Planning Departments for the purchase and maintenance of the Township handheld, vehicle and base station radios.

The Voice Radio Steering Committee members have been asked that we review our existing budgets with Council. Staff does have expected costs in the Capital forecast and will report back to Council with definite costs of the equipment replacement when the platform for the Voice Radio System has been selected.



REGION OF WATERLOO

Report: CR-FM-13-020

CORPORATE RESOURCES Facilities Management and Fleet Services

TO: Chair Tom Galloway and Members of the Administration and Finance Committee

DATE: November 12, 2013

FILE CODE: A20-30 (A)

SUBJECT: VOICE RADIO INFRASTRUCTURE REPLACEMENT

RECOMMENDATION:

THAT the Regional Municipality of Waterloo authorize the issuance of a Request for Proposal for replacement of the Waterloo Region Voice Radio System, as outlined in report CR-FM-13-020, dated November 12, 2013;

AND THAT the required adjustments to the Voice Radio capital funding be reflected in the draft capital plan for the 2014 budget process.

SUMMARY:

Nil

REPORT:

Background:

The Waterloo Regional Voice Radio System (WRVRS) provides two-way voice radio communications for Waterloo Regional Police Service, all municipal Fire Departments, all Regional Departments (principally Transit and Roads Operations) and various area municipality operations departments within the Region. In addition a number of other agencies such as the Red Cross and the Grand River Conservation Authority utilize the system, though to a lesser degree. Under the current arrangement, the Region pays all costs related to the voice radio infrastructure, upgrades and maintenance, with the other municipal partners responsible for purchase of the user equipment. The original analog system was installed in 1994 and has undergone several minor upgrades and one major upgrade in 2009/2010 (\$7.6 million) to ensure optimum performance and coverage. The 2009/10 upgrade addressed typical end of life cycle concerns including difficulty in obtaining replacement parts and effective support services as well as improving system coverage in the Cambridge area by adding one new tower to the system. The 2009/2010 upgrade is expected to provide reliable communications at the current levels to the end of 2018 and potentially to 2020, subject to parts and support availability.

The evaluation completed by the project team at the time of the last major upgrade concluded that the next evolution of the voice radio system, required sometime between 2018 and 2020, would involve a complete replacement of the current analog system with a digital system rather than another upgrade of infrastructure.

Steering Committee Evaluation & Recommendations:

A Steering Committee has been established to begin planning for the voice radio system replacement and to allow participation of the impacted municipalities, and to identify any potential

November 12, 2013

Report: CR-FM-13-020

additional users where operational efficiencies or cost savings would result. The Steering Committee includes senior management representatives of all Voice Radio users including Waterloo Regional Police Service, all municipal Fire Departments, GRT, EMS and Region and selected area municipal operations staff.

After evaluation of preliminary functional requirements and current industry standards for voice radio communications the Steering Committee has concluded that we need to begin the process of converting from an analog system that will not be supported beyond 2018 and for which obtaining replacement parts will become increasingly difficult in the years ahead. The current analog system is essentially limited to transmission of voice communications and the Steering Committee recommends conversion to a digital platform called P25 which offers more functionality. Digital systems allow the correction of signal noise leading to constant voice quality, a greater volume of calls through the same frequencies, easier and stronger encryption capabilities, longer battery life and user identification and user status buttons. Security of communications (encryption) has become much more critical since the last upgrade and would prevent unauthorized users from listening in on police or other user group activities. Although the current system provides encryption for some critical functions, it is not capable of providing the full encryption which is needed today. The P25 platform uses a standardized digital radio signal format which results in radio equipment which is compatible between vendors leading to increased competition. P25 compatible radio handsets furthermore allow transmission of both digital and analog voice signals and the use of radios while in other jurisdictions operating a P25 system. In order to take advantage of the improvements associated with a digital system and avoid issues with obtaining replacement parts and a time where the analog system may not be supported, the Steering Committee is recommending proceeding with the a digital system replacement as soon as possible rather than waiting for the full life cycle of the existing system.

Since this will be a complete system replacement, the Steering Committee has also considered a number of options related to system configuration. These include in house and hosted alternatives as well as phasing options in terms of migration of users to the new system.

The in house option would follow the current model of a Region owned and operated system. All equipment, towers and sites would be owned, operated and maintained by the Region. Externally hosted systems are owned, operated and maintained by an external vendor. Externally hosted options for Police and Fire users have been available for some time and have matured to a point where they may represent viable alternatives to the traditional municipality owned and operated system. No matter what specific option is selected, there may be a business case to maintain the current system, in parallel with the new system, for as long as possible. While this may present some cost and system interoperability concerns it would allow a longer transition for non-emergency services user groups and delay the need to replace equipment for those users.

Unfortunately, due to the reluctance of various vendors to provide reliable cost estimates and system details without a full system specification, the committee was not able to narrow these options down and is recommending that the Request for Proposal be written to include consideration of:

- best use of existing infrastructure
- evaluation of the cost and feasibility of operating parallel systems
- evaluation of own/ operate (in house) and contracted (hosted) service models
- evaluation of timing options for transition of user groups to the new system
- bulk purchasing opportunities for user groups to replace handset and base station gear

Project Schedule:

November 12, 2013

Report: CR-FM-13-020

Based on the projected lifespan of the current system, the system replacement was originally planned for completion in 2018. To address the need to accelerate the project implementation for the reasons listed above, it is recommended that a Request for Proposal be issued early in 2014 with a planned contract award by mid-year. Following evaluation of the submittals, the Steering Committee will make a recommendation to Council for award. Once awarded, a detailed transition/implementation plan will be developed in consultation with area municipal partners. It is expected that implementation can be completed by early 2017, which will provide the required system enhancements and insure continued reliability into the future. A decision as to the recommended option will be made based on the results of the RFP and a full business case evaluation. Should a decision be made to temporarily run two parallel systems, users whose enhancement needs are not as pressing would have the option of delaying migration to the new system.

The Steering Committee members have been asked to review existing budgets with their respective staff and Councils regarding the timing of user gear replacement and alignment with the voice radio system replacement. The Steering Team is also liaising with representatives of the consolidated dispatch project team to insure any required alignment with decisions and timing relative to that project, and to identify possible economies.

CORPORATE STRATEGIC PLAN:

The infrastructure replacement of the voice radio system will support Focus Area 2 of the Corporate Strategic Plan: Develop, optimize and maintain infrastructure to meet current and projected needs.

The project also supports Focus Area 5 to Strengthen and enhance partnerships with area municipalities, academia, community stakeholders and other orders of government.

FINANCIAL IMPLICATIONS:

TO BE COMPLETED

OTHER DEPARTMENT CONSULTATIONS/CONCURRENCE:

The content of this report has been discussed with Police and area municipal representatives. Staff from the Finance Department have been consulted regarding the financial implications and budget impacts.

ATTACHMENTS

NIL

PREPARED BY: Ellen McGaghey, *Director, Facilities Management and Fleet Services*
Jerry Biersteker *Senior Project Manager, Facilities Engineering*

APPROVED BY: Gary Sosnoski, *Commissioner of Corporate Resources*

Responsible Municipality/Group

Responsible Municipality/Group	Total Radios	Radios %
Cambridge	116	4.3
Kitchener	211	7.8
Waterloo	180	6.6
Kiwanis Transit	13	0.5to communicate
North Dumfries Township	31	1.1
Region of Waterloo	755	27.8
St. John Ambulance	18	0.7
Waterloo Regional Police Services	1107	40.8
Wellesley Township	72	2.7
Wilmot Township	86	3.2
Woolwich Township	111	4.1
WR React	15	0.6
Grand Total	2,715	100%



Financial Services Staff Report

Report Number:	F17-2023
Report Title:	Fees and Charges – 2024
Author:	Richard Petherick, Director of Finance & Treasurer
Meeting Type:	Committee of the Whole Meeting
Meeting Date:	December 5, 2023
eDocs or File ID:	F05, eDoc #124892
Consent Item:	No
Final Version:	Yes
Reviewed By:	SMT
Final Review:	Senior Management Team

Recommendation:

That the Council of the Township of Woolwich, considering Report F17-2023 respecting Fees and Charges – 2024, adopt the By-laws attached as Attachment 1, 2, and 3 to establish fees and charges for general Township services, planning services, and building services.

Background:

Annually, staff review Township fees and charges and recommend any changes to be brought forward for Committee and Council consideration and approval. The review of fees and charges is a part of the annual budget process and the recommendations that result from this review help determine revenue projections. Revenue that can be generated through user fees will lessen the tax levy required by the Township. Also, as a part of this review staff continues to give consideration to those fees that should be at or close to user pay while remaining realistic by looking at comparable municipalities.

Comments:

Fees and Charges Review Process

Staff has undertaken a review of fees and charges culminating in the amendments to the By-laws attached to this report. The following analysis was performed in the development of these By-laws:

- **Review of Current Legislation** – to ensure that all departments understand and agree on the implications of recent legislation, including:

- Building Code Act
- Planning Act
- Municipal Act, 2001 – Section 150 – Licensing Fees
- Municipal Act, 2001 – Part XII – Fees and Charges
- **Municipal Fees & Best Practices Design Comparisons** – to provide a financial context for fee adjustments (market comparisons of Township’s fees and charges)
- **Recommended Fee and Charge Refinements** – recommended refinements to improve fee structure.

Corporate Services (COR)

For the purposes of this section, Corporate Services staff reviewed fees from nearby municipalities including Wilmot, Wellesley, North Dumfries, Waterloo, Kitchener, Cambridge, Mapleton, Centre Wellington and Guelph Eramosa. A reference to comparators in this section includes similar fees to those municipalities where available.

Clerks Division

Clerks reviewed death registration fees from nearby comparators and found the average fee to be more than \$30.00. Staff recommend increasing the current fee of \$26.00 to \$27.00 in 2024 and continuing to raise rates in future years until fees are aligned with comparators.

Staff recommend increasing fees for the off-site civil marriage ceremonies from \$375 to \$400 to help offset the increasing staff time to meet with couples to write and rehearse ceremonies. Other marriage fees are inline with comparator municipalities and typically require less staff time, so no other changes are recommended.

Licensing Fees

Fireworks display permits fees are an average of \$125 among competitors. Staff recommend increasing the Township’s fee from \$110 to \$120 this year to closer align with comparators and offset the increasing calls to By-law Enforcement. No changes are recommended to other fireworks fees.

Food truck fees were also evaluated based on comparators and staff found one-day fees were low but annual fees were comparable. Staff recommend increasing the one-day fee, for-profit fee for class A and B Food Trucks from \$60 to \$75 and the same fee for charitable and non-profit food trucks from \$30 to \$35. This will better align fees with comparators and help offset the staff time to licence trucks for a single day. Further it may encourage operators to purchase the annual licence if they plan to sell in Woolwich multiple times in one year. Food cart fees are in line with comparators and are not recommended to change.

Staff recommend increasing salesperson licence fees which are low among comparators. Daily fees are proposed to increase from \$100 to \$120 (for profit) and \$15 to \$20 (charitable and non-profit). Three-day fees would increase from \$240 to \$260 (for profit) and \$35 to \$45 (charitable and non-profit).

Staff propose increasing seasonal trailer licencing fees \$1 per trailer, per month for 2024. This should help meet revenue targets in the 2024 budget. No comparator information could easily be found for this fee.

Lottery licensing fees are established by the province and for many years the Township has charged a fee of 3% of the prize value. It is best practice to include this fee in the fees and charges by-law, so this has been added. Staff also recommend adding a new \$30 administrative fee for new eligibility reviews for organizations requesting a lottery licence, authorized under the Municipal Act, 2001. Township staff recently became aware that this fee was introduced by some other municipalities in Ontario approximately 15 years ago to make up for a reduction in provincial transfer payments to municipalities and this will partially offset the staff time to complete the review.

Animal Control

Through Report C29-2023 dated September 12, 2023, staff recommended and Council approved changes to dog tags to cover the increased cost of renewed Animal Control and Pound Services contracts and to implement a 365-dog licensing option made available with the Township's new contract dog licensing service provider DocuPet. Since these updates occurred recently, staff do not recommend further changes to dog tag fees this year. Two housekeeping amendments are included: delaying how long before late fees are charged for dog tags (30 days, instead of 15) and removing the new resident temporary extra dog licence fee, since this fee was not approved by Council and included in error.

Staff recommend increasing dog kennel fees to a base rate of \$100 plus \$26 per dog. Staff have previously noted that Woolwich kennel fees were lower than comparator municipalities and have been gradually increasing fees since 2021. Fees for new kennels would also increase from \$175 to \$200, plus any additional planning fees.

By-law Enforcement Division

Through Report C23-2023 dated May 30, 2023, staff recommended new fees for noise exemptions along with a new Noise By-law. Since these updates occurred recently, staff do not recommend further changes to noise fees this year.

No other changes are recommended for by-law fees.

Development Services (DS)

Building Section

The Building Code Act references the requirement for the payment of fees and requires that the fees not exceed the anticipated reasonable costs of the principal authority to administer and enforce this Act in its area of jurisdiction.

Some building fees are proposed to be adjusted or added to ensure cost recovery for permit review and inspections. All other fees proposed include a minor adjustment of 5% rounded to recognize cost recovery.

Two new fees are proposed. A new fee is proposed for Accessory Dwelling units including a base cost and an additional calculation based on the size of the unit. A new fee is also added for an exterior basement walkout to cover the additional inspections required.

The Building division is proposing to adjust interior alterations into two classes; Industrial/Commercial/Institutional (ICI) and residential. This allows the opportunity to charge a higher rate for ICI which is more complex and requires more inspections than residential. The residential interior alteration rate would only be adjusted by 3% for inflation.

Two changes are proposed to building fees resulting from large developer experiences in the last few years. The Building division added a re-inspection fee mid 2023 to cover the cost of additional inspections for incomplete projects. This fee is proposed to be increased to recognize the time and cost recovery for these inspections. In addition to this the Final Inspection Deposit is proposed to be increased to \$1500 to encourage large developers to call for final inspections and close permits. In addition, if additional inspections are required the deposit can be refunded less the outstanding reinspection fees and invoices.

The last adjustment proposed is to the Plumbing, Mechanical and Electrical to change how the fee is calculated to \$10 per \$1000 construction value. This fee change is proposed as larger projects result in more inspections and verification/testing.

Development Engineering

Development Engineering performed an assessment of the 2023 fees and have made some adjustments to the language to assist with interpretation. New fees have been added and others adjusted to offset department costs which generally fall under the following categories.

- development related application fees not previously assessed to the applicant,
- fees for new services being supplied by the department,
- adjustments to fees based on analysis of staff time for the service,
- adjustments of fees based on cost-of-living increases

New development related fees include fees for multi residential site plan/condominium development review and inspection. The Township expects to see an increase in this type of development. The additional fees will help offset department costs to process these reviews and provide inspection.

New fees have also been added for Development Engineering review of Zoning applications and Minor Variances. Cost recovery for application reviews were not previously assessed to the applicant.

Development Engineering will be providing assessments to internal staff and the public of sanitary servicing capacity for the Township. Staff will be collecting and inputting data into a new software program to provide accurate up to date analysis of our sanitary capacity. This information is often requested by developers and consultants. The new fee will offset staff costs to provide this service.

Development Engineering is also reviewing and approving Environmental Compliance Approval applications for new private stormwater management facilities. This service was previously provided by the Province (MECP), but has recently been downloaded to the municipal level. A fee has been added to offset staff costs for this review.

Additional discretionary fees have also been added for engineering reviews and field inspections beyond the third occurrence. These reviews and inspections by staff often occur because of incomplete or inaccurate engineering submissions or field work. The fees are intended to encourage complete and accurate submissions and deter multiple trips to the job site for incomplete works. A fee has been added to offset staff costs for review, inspection and mileage expenses.

Planning

Planning division is proposing to keep fees low, and while balancing the cost recovery, with only minor increases in fees of about 3% proposed for larger applications such as site plans, Zone Changes and Official Plan Amendments. No changes to minor variances and consent applications are proposed, to keep them affordable and low enough that the public consider the application versus moving forward illegally to avoid costs.

Staff have introduced a new fee for a Site Plan addendum that does not require pre-application process but still needs review and the creation of an amending agreement. This is a lower fee than the regular addendum fee to recognize the less work required for cost recovery.

The increased costs for Agricultural Enforcement related items have been removed as per Council's direction on November 7, 2023.

A significantly reduced fee of \$25.00 for small farm produce (roadside) stands is

proposed. This is a one-time fee. The current fee is \$250.00. The certificate is required as per our current zoning, and a certificate allows staff to know where such operations are but also then share the regulations with the landowner, so they are aware of the zoning setbacks and can ensure the structure is on their property and not on the road right-of-way.

Financial Services (FIN)

Financial Services is proposing to increase the cost to produce Tax Certificates from \$55 to \$65. It has been several years since this fee has increased and the proposed increase will put in line with our comparable municipalities. Staff feel that the remainder of Financial Services fees & charges is sufficient for the function and sustainability of the department.

Fire Services (Fire)

Fire Services are not proposing any changes to their respective fees and charges as the current fee structure is still adequate for the function and sustainability of the department.

Infrastructure Services (IS)

The department is proposing some minor adjustments to the fees and charges schedule for 2024. The more significant changes revolve around the Consolidated Linear Infrastructure Environmental Compliance Approvals for sewer and water. The increases better reflect what other area municipalities are charging in the Region of Waterloo. There are also changes being made to the Township's Road Occupancy and Road Work Permit, which will help to streamline the process for individual property owners and contractors. Currently, the Township has two separate permits depending on whether a road excavation is required or if the roadway is only to be occupied for any length of time. The new permitting process proposes to consolidate the two permits into one, making it more efficient for the applicant and for processing purposes. The majority of the rest of the department's fees are proposed to remain at 2023 levels.

Recreation & Community Services (RCS)

Staff are recommending that Council approve adjustments to departmental fees and charges with an average increase of 2% - 6% over 2023 rates to reflect actual costs where possible. Staff have completed evaluations of fees charges by comparative municipalities to assist with establishing our 2024 rates for programs, rentals, and services.

Cemeteries

Fees have been established to reflect the increased cost for contracted services as well as staff administration and operations.

Recreation

Ice Rates

Council previously approved ice rates for affiliated groups for a 4-year term (2023-2027) that will see a 1.5% increase in 2024.

These rates do not reflect associated increased costs for utilities, wages, facility repair and maintenance, but were established to help affiliated groups recover post-pandemic. The 4-year term will assist the associations to establish registration fees through 2027. Staff would note that increases to ice rates across southwestern Ontario range from 2% to 8%.

Aquatics

Most aquatic rates for pool rentals, drop-in swim programs, and instructional lessons will increase in 2024 by 6% to reflect increased costs for utilities, maintenance costs, and for aquatic staff in an effort to address the compensation disparity in relation to neighbouring municipalities, and to better position the department for recruitment and retention.

Day Camp

Programs and camp registration will see an increase of 6% to assist with program costs and additional staff costs that reflect the \$1/hour increase to minimum wage.

Sports Fields, Community Centres

Sport field and community centre rental rates will increase by 6% to reflect increased costs for maintenance and utilities, to offset the increase in minimum wage of \$1/hr, and to bring Woolwich's rental fees in-line with surrounding municipalities.

Settlement Areas

Stag & Doe Rentals

Staff recommend that alcohol events, including Stag and Does, not be a permitted use for rentals in Township facilities. The current rental fee charged in smaller settlements such as Maryhill and Bloomingdale do not cover the staff costs for this type of rental. There are private facility's operating in the communities that are more appropriately resourced to handle alcohol events such as the Bridgeport Rod and Gun Club located between Bloomingdale and Maryhill, Schwaben Club in Breslau and the Lions Hall in St. Jacob's. Council will recall that the Recreation Associations used to staff such events with volunteers and thereby generating a profit. The Township does not have resources to staff these infrequent events and have difficulty finding part-time staff willing to work these events due to the late hours, difficult patrons, and requirement to enforce rental rules and regulations. Historically, most of the alcohol rentals were booked by non-residents due to the lower rental rates. Staff continue to advocate that our role in the

community is not to facilitate alcohol events and feel the potential revenue to be gained does not outweigh the liability and challenges.

Additionally, staff note that the Breslau Community Centre is booked year-round with family events, birthday parties, and programs. Conestogo and Heidelberg are not equipped to handle alcohol events.

Other Fees and Charges

Staff have reviewed other Township fees and charges and feel the respective fees are appropriate for 2024, therefore no other changes are being proposed at this time.

Staff is of the opinion that the proposed increases to Township fees and charges for 2024 are being proposed in accordance with the general desire to have an appropriate user pay system. With the mix of services offered by Woolwich staff is ever mindful of the various users (i.e. developers, recreational users, pet owners, etc.) who use our services. Any fees proposed need to strike a balance for services that are for the good of the community (e.g. recreation) as opposed to for profit (e.g. development fees).

Interdepartmental Impacts:

Revenues generated by fees and charges are retained within each program area.

Financial Impacts:

Fees and charges support competitive property taxes by maximizing the use of non-tax revenue sources and will be included in the 2024 Operating Budget.

Strategic Plan Impacts:

By reviewing and establishing fees and charges enables the Township to achieve its Corporate Strategic Plan in the areas of Fiscally Responsible and Best Managed and Governed Municipality, by creating an appropriate user pay system.

Conclusion:

Staff recommends that Council adopt the By-laws attached as Attachment 1, 2, and 3 to this report to establish fees and charges for general Township services, planning services, and building services.

Attachments:

1. By-law to Establish and Require Payment of Fees and Charges (General Fees and Charges)
2. Amending By-law Planning Fees and Charges
3. Amending By-law Building Fees and Charges

TOWNSHIP OF WOOLWICH**BY-LAW NUMBER XX-2023****A BY-LAW TO ESTABLISH AND REQUIRE
PAYMENT OF FEES AND CHARGES**

WHEREAS Section 391 of the Municipal Act 2001, S.O. 2001, c.25, as amended, authorizes a municipality by By-law to impose fees or charges on any class of persons for services or activities provided or done by or on behalf of the municipality and for the use of the municipality's property, including property under its control;

NOW THEREFORE the Council of the Corporation of the Township of Woolwich enacts as follows:

1. In this By-law,

 "Corporation" means the Corporation of the Township of Woolwich

 "Department" means a department of the Township of Woolwich

 "Township" means the Corporation of the Township of Woolwich
2. Council hereby establishes the fees and charges as set out in the Schedules attached to the By-law.
3. No request by any person for any information, service, activity or use of Township property described in the Schedules to this By-law will be processed or provided by the Township, unless and until the person requesting the information, service activity or use of Township property has paid the applicable fee in the prescribed amount as set out in the Schedules to this By-law.
4. The fees listed in the Schedule to this By-law may be subject to the Harmonized Sales Tax (H.S.T.) where applicable.
5. Schedule "A", Schedule "B", Schedule "C", Schedule "D", Schedule "E" and Schedule "F" shall be deemed to be an integral part of this By-law and are to be in effect as of January 1, 2024, unless otherwise amended.
6. Where applicable, any By-law affected by the Schedules appended to this By-law shall be amended in accordance with the Schedules appended to this By-law. The appropriate By-laws shall be amended only in respect of the alteration of the fees permitted to be charged under the appropriate By-law, and only in such manner as is prescribed by the new Schedules of Fees appended to this By-law.
7. Should any part of this By-law, including any part the Schedules attached to this By-law, be determined by a court of competent jurisdiction to be invalid or of no force and effect, it is the stated intention of Council that such invalid part of the By-law shall be severable and that the remainder of this By-law including the remainder of the Schedules, as applicable, shall continue to operate and to be in force and effect.

- 8. That By-law 61-2022 of the Township of Woolwich, and all by-laws amending the same and all Schedules related to such and any other by-law inconsistent with provisions of this By-law are hereby repealed.

PASSED this 12th day of December, 2023

Mayor

Clerk

SCHEDULE "A"
By-law XX-2023

CORPORATE SERVICES

COR DEPARTMENT

Clerks Fees

Rate Description	Fees & Charges	
	2023	2024
<u>Commissioning</u>		
Certification of a Township Document (per document)	\$15.00	\$15.00
Commissioning of Non-Township Related Documents (Includes up to three documents on single visit)	\$25.00	\$25.00
Commissioning: document preparation (per document)	\$25.00	\$25.00
Death Registration	\$26.00	\$27.00
Appeal to the Municipal Election Compliance Audit Committee (MECAC)	Free	Free
<u>Freedom of Information Access Request: (Provincially legislated)</u>		
a) Application Fee;	\$5.00	\$5.00
b) Staff time to manually search a record (per 15 minutes);	\$7.50	\$7.50
c) Photocopies and computer print-outs (per page);	\$0.20	\$0.20
d) Computer discs (per disc)	\$10.00	\$10.00
e) For preparing a record for disclosure (per 15 minutes)	\$7.50	\$7.50
f) For developing a computer program (per 15 minutes)	\$15.00	\$15.00
<u>Issue of Books and Lists:</u>		
a) Where actual value is known	Actual Cost	Actual Cost
b) Where actual value is not known	\$0.25 per page	\$0.25 per page
Photocopying (per page)	\$0.25	\$0.25
Travel Letter (i.e. birth registration pending)	\$25.00	\$25.00
Locating/Researching/Preparing Documents (per ½ hour)	\$20.00	\$20.00

SCHEDULE "A"
By-law XX-2023

CORPORATE SERVICES

Marriage Fees

	Fees & Charges	
	2023	2024
Township Pins		
a) Up to 25 pins	Free	Free
b) Each pin (after 25 free pins)	\$1.07 Each	\$1.07 Each
Electronic Registration of Legal Documents for Outside Parties	\$70.00	\$70.00
Administration Fee per Electronic Registration	\$15.00	\$15.00
<u><i>Marriage Ceremony:</i></u>		
On-Site Commitment Ceremony, During Business Hours. Details: \$50 non-refundable, a Statement of Vows in Council Chambers. Room rental time: Up to 1 hour.	\$250.00	\$250.00
On-Site Commitment Ceremony, Non-Business Hours. Details: \$50 non-refundable, in Council Chambers. Includes a 30-minute pre-meeting, 1 hour rehearsal, and Ceremony.	\$375.00	\$375.00
Off-Site Commitment Ceremony, Any Time. Details: \$50 non-refundable, at a location secured by the Couple and within the boundary of the Township of Woolwich.	\$375.00	\$400.00
On-Site Vow Renewal Ceremony, During Business Hours. Details: \$50 non-refundable, Renewal of Vows in Council Chambers. Room rental time: 45 minutes.	\$125.00	\$125.00
Off-Site Vow Renewal Ceremony. Details: \$50 non-refundable, Renewal of Vows in a location secured by the Couple and within the boundary of the Township of Woolwich.	\$175.00	\$175.00
Witness provided by the Township (per witness). Only offered at on-site ceremonies during business hours + HST	\$25.00	\$25.00
Mileage Fee - for pre-meeting or rehearsals if held at a location other than the Township administration office	Current Township rate	Current Township rate

SCHEDULE "A"
By-law XX-2023

CORPORATE SERVICES

		Fees & Charges	
		2023	2024
Licencing Fees	Marriage Licence	\$150.00	\$150.00
	Seasonal Trailer Licence (per trailer, per month)	\$23.00	\$24.00
	Municipal Information Form for Liquor Licence	\$25.00	\$25.00
	Application for the Temporary Extension of Outdoor Licensed Premises for a Liquor Licence	\$250.00	\$250.00
	Lottery Licence Fee (% of prize value)	3%	3%
	Lottery licence administration fee for new eligibility reviews	N/A	\$30.00
Licencing Fees	Fireworks Permits and Licences		
	- Fireworks Display Permit for Public Display (Per Event)	\$110.00	\$115.00
	- Fireworks Display Permit for the Public Display (Charitable/Non-Profit Organizations - Per Event)	\$15.00	\$15.00
	- Fireworks Sales Licence (Annual)	\$175.00	\$175.00
	Refreshment Vehicles - Class "A" - Mobile Food Truck		
	- Per Day (For-Profit)	\$60.00	\$75.00
- Per Day (Charitable, Non-Profit)	\$30.00	\$35.00	
- Annual (For-Profit)	\$375.00	\$350.00	

SCHEDULE "A"
By-law XX-2023

CORPORATE SERVICES

	Fees & Charges	
	2023	2024
- Annual (Charitable, Non-Profit)	\$200.00	\$200.00
Refreshment Vehicles - Class "B" - Stationary Refreshment Vehicle		
- Per Day (For-Profit)	\$60.00	\$75.00
- Per Day (Charitable, Non-Profit)	\$30.00	\$35.00
- Annual (For-Profit - New Application)	\$500.00	\$500.00
- Annual (For-Profit - Renewal Application)	\$350.00	\$350.00
- Annual (Charitable, Non-Profit)	\$200.00	\$200.00
Refreshment Vehicles - Class "C" - Food Cart		
- Per Day (For-Profit)	\$50.00	\$50.00
- Per Day (Charitable, Non-Profit)	\$15.00	\$15.00
- Annual (For-Profit)	\$285.00	\$285.00
- Annual (Charitable, Non-Profit)	\$100.00	\$100.00
Refreshment Vehicles - processing fee where application is received less than 15 business days before event	\$50.00	\$50.00
Salesperson Licence		
- Per Day (For-profit - Township resident)	\$60.00	\$60.00
- Per Day (For-profit - non-resident)	\$100.00	\$120.00
- Per Day (Charitable, non-profit)	\$15.00	\$20.00
- Up to 3 consecutive days at one location (For-profit - Township resident)	\$120.00	\$120.00
- Up to 3 consecutive days at one location (For-profit - non-resident)	\$240.00	\$260.00
- Up to 3 consecutive days at one location (Charitable, non-profit)	\$35.00	\$45.00

SCHEDULE "A"
By-law XX-2023

CORPORATE SERVICES

		Fees & Charges	
		2023	2024
Licencing Fees	Drain Layer's Licence		
	- New, with examination fee	\$120.00	\$120.00
	- Examination fee (to rewrite)	\$60.00	\$60.00
	- Renewal or New without examination fee	\$60.00	\$60.00
	Replacement Licence Fee	\$15.00	\$15.00
Animal Control Fees	Application for New or Expanded For-Profit Kennel, in addition to any fee required regarding the On Farm Diversified Use	\$175.00	\$200.00
	Application for New or Expanded Charitable/Non-Profit Kennel, in addition to any fee required regarding the On Farm Diversified Use	\$100.00	\$100.00
	Renewal of For-Profit Kennel Licence	\$25 per dog + \$50	\$26 per dog + \$100
	Renewal of Charitable Kennel Licence	\$20/dog Max. \$160.00	\$20/dog Max. \$160.01
	Transfer of Kennel Licence to New Owner	\$175.00	\$175.00
	Dog Tag: Spayed or Neutered	\$30.00	\$30.00
	Dog Tag: Non-Spayed, Non-Neutered	\$40.00	\$40.00
	Dog Tag: Late Fee (30 days after tag expiry date)	\$15.00	\$15.00
	Issuance of replacement tag	\$5.00	\$5.00
	Surcharge to purchase dog tag for a Dog actively designated as a Dangerous Dog by Enforcement Services (in addition to regular dog tag fees)	\$100.00	\$100.00
Appeal by Dog Owner to the Dog Designation Appeal Committee	\$250.00	\$250.00	

SCHEDULE "A"
By-law XX-2023

CORPORATE SERVICES

		Fees & Charges	
		2023	2024
Property Standards Fees	Request by Dog Owner for Reconsideration of Dangerous Dog Designation By Appeal Committee (must be at least 6 months past original hearing date)	\$250.00	\$250.00
	Appeals to the Property Standards Committee	\$250.00	\$250.00
	Third and any subsequent Inspection Fees	\$150.00	\$150.00
	Title Search for Confirmed Orders	\$30.00	\$30.00
	Clearance Certificate showing Property in Compliance	\$50.00	\$50.00
	Sidewalk Snowclearing By Enforcement Division – <i>Per Hour (includes Contractor and equipment and Enforcement Staff Time)</i>	\$150.00	\$150.00
Parking Fees	1-day Winter Overnight Parking Permit - Select Lots (inclusive of online payment convenience fee - non-refundable)	\$10.00	\$10.00
	Noise By-law Exemption for a registered charity or non-profit organization – up to four consecutive days or four days within one month	\$40.00	\$40.00
Noise By-law Fees	Noise By-law Exemption – one day	\$80.00	\$80.00
	Noise By-law Exemption – up to four consecutive days or four days within one month	\$140.00	\$140.00
	Processing fee if application is received less than 15 business days before the event	\$50.00	\$50.00
	Sign Return Fee for Wire-Mounted Signs Picked Up by Enforcement Services (Per sign, if claimed within 5 days of pickup)	\$15.00	\$15.00
Sign By-law Fees	Sign Return Fee for all other types of Signs Picked Up by Enforcement Services (Per sign, if claimed within 5 days of pickup)	\$25.00	\$25.00

SCHEDULE "B"
By-law XX-2023

INFRASTRUCTURE SERVICES

	Fees & Charges	
	2023	2024
INFRASTRUCTURE ENGINEERING		
Rate Description		
Municipal Access Agreement Annual Fee	\$4,500.00	\$4,500.00
Municipal Consent Process Fee (per 500 metres)	\$525.00	\$525.00
Inspection Fee	\$225.00	\$225.00
Service Connection Fee (per connection to storm, sanitary or water)	\$1,400 Per Service Connection	\$1,400 Per Service Connection
Roadway Signage as a Result of new development, installed by Township - per sign	\$530.00	\$530.00
Request for Technical Documentation / Researching Documents	\$120.00	\$145.00
Work performed which is not part of a required and Council approved duty in respect to the maintenance of roads and public works services	Actual Cost Recovery PLUS up to 15%	Actual Cost Recovery PLUS up to 15%
<i>Permits:</i>		
a) Driveway Entrance/Widening Permit	\$240.00	\$240.00
Driveway Inspection Refund	\$120.00	
b) Oversize Load (plus deposit – see below)	\$100.00	\$100.00
c) Road Occupancy Permit	\$120.00	\$125.00
d) Road Occupancy Permit - Excavation	N/A	2x Occupancy Fee
d) Road Occupancy – Yearly Permit	\$3,000.00	
e) Special Events – no road closure required	\$60.00	\$60.00
f) Special Events – road closure requested	\$200.00	\$200.00
g) Special Events - Filming	\$1,000.00	\$1,000.00
h) Watermain Form 1 Authorization	\$1,500.00	\$3,000.00

SCHEDULE "B"
By-law XX-2023

INFRASTRUCTURE SERVICES

Fees & Charges
2023 **2024**

i) Work Without a Permit	N/A	2x Applicable Fee
<u>Consolidated Linear Infrastructure (CLI) Environmental Compliance Approval (ECA):</u>		
a) CLI ECA - Storm Sewer	\$1,500.00	\$3,000.00
b) CLI ECA - Quality Device, i.e. Oil/Grit Separator	\$2,500.00	\$3,000.00
c) CLI ECA - Stormwater Management Facility, Each	\$5,000.00	\$6,000.00
d) CLI ECA - Sanitary Sewer	\$1,500.00	\$3,000.00
e) CLI ECA - Sanitary Pump/Lift Station, Each	\$5,000.00	\$6,000.00
<u>Refundable Damage Deposits:</u>		
Urban - Maximum of \$5,000.00	\$130.00/m	\$150.00/m
Rural - Maximum of \$2,000.00	\$130.00/m	\$150.00/m
Annual Deposit	N/A	\$10,000.00
<u>Municipal Addressing:</u>		
a) Sign	\$50.00	\$50.00
b) Post	\$15.00	\$15.00
c) Installation by Township	\$60.00	\$60.00

SCHEDULE "B"
By-law XX-2023

INFRASTRUCTURE SERVICES

	Fees & Charges	
	2023	2024
<u>Easements</u>		
a) Dedication of an Easement not part of a Plan of Subdivision Application	\$3,200.00	Cost Plus 15% Admin Fee
b) Extension of an Easement not part of a Plan of Subdivision Application	\$2,150.00	Cost Plus 15% Admin Fee
<u>Encroachments</u>		
a) Encroachment Agreements plus deposit - see c) below	\$1,650.00	Cost Plus 15% Admin Fee
b) Extension of an Encroachment Agreement plus deposit – see c) below	\$1,150.00	Cost Plus 15% Admin Fee
c) Deposit for legal fees to review and register documents	\$2,650.00	Cost Plus 15% Admin Fee
Other Development Agreements (Not Section 41 (Site Plan) or 53 (non-Subdivision), Planning Act)	\$6,350.00	Cost Plus 15% Admin Fee

SCHEDULE "C"
By-law XX-2023

DEVELOPMENT SERVICES

Fees & Charges
2023 **2024**

DEVELOPMENT ENGINEERING

Rate Description	2023	2024
<u>Subdivision / Condominium</u>		
Development Engineering Administrative Fee (for Plans of Subdivisions and residential Site Plans/Condominium applications 30 units or more). Based on construction value.	6% minus the Subdivision Application - Draft Plan Submission review fee	6% minus the Subdivision Application - Draft Plan Submission review fee
<i>NOTE: 50% of the 6% fee will be collected at time of second first detailed submission. The balance owing of the 6%, based of revised cost estimates at the time of registration, will be collected prior to registration.</i>		
Subdivision and residential Site Plans/Condominium Application - Draft Plan Submission review Fee	\$540.00 per block/unit to a max of \$10,785.00	\$540.00 per block/unit to a max of \$50,000.00
Subdivision residential Site Plan/Condominium Application resubmission beyond the third review	N/A	\$5,770.00

SCHEDULE "C"
By-law XX-2023

In addition to the 6% Development Engineering Administrative Fee, an additional fee will be collected for each infrastructure inspection beyond the third inspection, for both the start and completion of maintenance periods.	\$1,000.00	\$1,800.00
Third and subsequent submission of As recorded package (dwgs, GIS, CCTVs, documentation)	\$4,250.00	\$4,370.00
Letter of Credit Update - i.e. reduction, increase, etc.	\$225.00	\$230.00
<u>Site Plan / Condominium</u>		
Site Plan Pre-application Review Fee	\$500.00	\$515.00
Site Plan Review Fee (all Site Plans and residential Site Plan/Condominium less than 50 units)	\$1,000 + 1% of construction Value (construction value fee not to be less than \$1,000)	\$2,000 + 1% of construction Value (construction value fee not to be less than \$1,000)
Site Plan resubmission fee beyond the third review	\$500 for each resubmission + peer review costs	\$515 for each resubmission + peer review costs
Site Plan Addendum Review Fee	\$500 + 1% of construction Value	\$515 + 1% of construction Value
Site Plan Addendum resubmission fee beyond the third review	\$250 for each resubmission	\$255 for each resubmission

SCHEDULE "C"
By-law XX-2023

Site Plan third and subsequent engineering inspection - per inspection	\$380.00	\$390.00
<u>Consent Applications</u>		
Consent Application Review Fee	\$440.00	\$450.00
<u>Zoning Applications and Release of Holding Provisions Applications</u>		
Zoning Application Review Fee	N/A	\$200.00
Release of Development Engineering Holding Provisions	N/A	\$1,500.00
<u>Minor Variance Applications</u>		
Minor Variance Application Review Fee	N/A	\$150.00
<u>Infill lots/units - per lot and / or unit</u>		
Individual new or altered services review - existing or new lot per request	\$600.00	\$615.00
Individual new or altered lot grading, drainage review - existing or new lot per request	\$480.00	\$490.00
Combined new or altered lot grading, drainage and services review - existing or new lot	\$1,080.00	\$1,110.00
Third and subsequent submission on individual grading plan (per unit)	\$150.00	\$155.00
Grading Deposit (per unit) Note, refund can be reduced to cover outstanding fees owed to the Township	\$3,000.00	\$3,000.00 or in accordance with the Development Agreement
Underground Servicing and As Recorded Security. Note, refund can be reduced to cover outstanding fees owed to the Township	\$5,000.00	\$5,000.00

SCHEDULE "C"
By-law XX-2023

<u>Building permit review</u>		
Additional Field Inspection <u>Per Lot</u>	\$150.00	\$155.00
Lot Grading Certification Inspection Fee <u>Per Lot</u>	\$100.00	\$105.00
Building Permit Grading Review Fee <u>Per Lot</u>	\$160.00	\$165.00
Building Permit Entrance Review Fee <u>Per Lot</u>	\$135.00	\$140.00
Lot Releases <u>Per Lot</u>	\$185.00	\$190.00
Grading Alteration Requests - Fee PLUS actual costs for any Legal, Survey and/or Consulting Engineering work that may be required (for lots not released by the Township)	\$840.00	\$865.00
<u>Peer Review</u>		
Where the Director determines that peer and/or legal review costs will be encountered, the applicant shall deposit \$25,000.00 or \$10,000.00 depending on the extent of peer review are likely to be encountered.	see description	see description
If peer and/or legal review costs exceed the amount deposited, the applicant shall re-establish the full amount as is determined by the Director.	see description	see description
If peer and/or legal review costs are less than the amount deposited the balance shall reimbursed.	see description	see description
<u>Development Engineering Miscellaneous</u>		
Review of Development applications (Site Plan, Sudivision, Zoning, etc.) with Development Engineering components outside of Woolwich Municipal boundary	Site Plan - \$1,620.00 Subdivision - \$10,785.00	Site Plan - \$1,665.00 Subdivision - \$11,100.00
Review of general submissions when required (patios, pools, super mailbox locations, miscelaneous items) - per submission / property / location	\$150.00	\$155.00

SCHEDULE "C"
By-law XX-2023

Cost recovery / Administration fee	15%	15%
Locating/Researching/Preparing Documents (e.g. request for information on a property for site plan or subdivisions or environmental site assessment)	\$140.00	\$145.00
Lawyers Development Status Letter (property transactions)	\$130.00	\$135.00
Sanitary Sewer Capacity Model Review	N/A	\$1,450.00
Township Environmental Compliance Approval signoff for private stormwater management facilities	N/A	\$170.00
Additional Meetings (Development and Site Alteration enquiries, applications) per hour	N/A	\$290.00
Additional Field Inspections Per Unit	\$150.00	\$155.00
<u>Easements</u>		
a) Dedication of an Easement not part of a Plan of Subdivision Application	\$3,200.00	
b) Extension of an Easement not part of a Plan of Subdivision Application	\$2,150.00	

SCHEDULE "C"
By-law XX-2023

<u>Encroachments</u>		
a) Encroachment Agreements plus deposit - see c) below	\$1,650.00	
b) Extension of an Encroachment Agreement plus deposit - see c) below	\$1,150.00	
c) Deposit for legal fees to review and register documents	\$2,650.00	
Other Development Agreements (Not Section 41 (Site Plan) or 53 (non-Subdivision), Planning Act)	\$6,350.00	
<u>Site Alteration</u>		
a) Application fee for Site Alteration <u>less than</u> 500 cubic metres	\$160.00	\$160.00
b) Application fee for Site Alteration <u>greater than</u> 500 cubic metres	\$2,700.00	\$2,700.00
c) Application Fee for Site Alteration Without Permit	Double Permit Fee	Double Permit Fee
d) Permit Renewal	\$320.00	\$320.00
e) Fill Quality Testing	Actual costs + 15% Admin fee	Actual costs + 15% Admin fee
f) Fee for each cubic metre of fill	\$2.00	\$2.00
g) Refundable Security Default of permit or breach of Site Alteration By-law	\$5,000 or such greater amount to be determined by Director	\$5,000 or such greater amount to be determined by Director
h) Refundable Security Restoration or maintenance of public highways used as truck haul routes	To be determined by Director	To be determined by Director
i) Appeal Site Alteration decision by Council	\$520.00	\$520.00
j) Peer Review	Actual costs + 15% Admin fee	Actual costs + 15% Admin fee

SCHEDULE "D"
By-law XX-2023

FINANCIAL SERVICES

Fees & Charges
2023 **2024**

FINANCE DEPARTMENT

Rate Description	2023	2024
Locating/Researching/Preparing Documents (per ½ hour)	\$25.00	\$25.00
<i><u>Penalty and Interest Charges:</u></i>		
a) Upon Default;	1.25%	1.25%
b) Per month thereafter	1.25%	1.25%
c) Accounts Receivable (Per month)	1.25%	1.25%
Returned Cheques or PAD (non serviceable funds)	\$35.00	\$35.00
<i><u>Statement of Taxes or Water/Sewer Account:</u></i>		
a) Current year, requested in person or in writing by ratepayer or authorized agent;	Nil	Nil
b) Prior years, requested in person or in writing by ratepayer or authorized agent (per year)	\$23.00	\$23.00
Tax Certificate	\$55.00	\$65.00
Tax Sale Third Party Fees Added to Tax Roll	\$200 Initial Set Up Fee PLUS Disbursements PLUS 15%	\$200 Initial Set Up Fee PLUS Disbursements PLUS 15%
Water Arrears Added to Tax Roll	\$45.00	\$45.00
Other Charges Added to Tax Roll	Disbursements PLUS 15%	Disbursements PLUS 15%
Registered Letter (Taxes and Water/Sewer)	Disbursement	Disbursement

RECREATION & COMMUNITY SERVICES
ICE RATES TAKE AFFECT AUGUST 1, 2024

ADMINISTRATION

Interest 1.25%-Recreation & Facilities
 A/R-net 30 days

	Fees & Charges	
	2023	2024
Rate Description		
Damage Deposit	\$200.00	\$200.00
Halls - cash, debit or certified chq		
Processing Fee for Refund of fee or charge	\$35.00	\$35.00
not applicable when program cancelled by Township or due to weather		

**COMMUNITY CENTRE STAFFING CHARGE
 BACK**

Facility Supervisor - outside of CS hours / hr	\$25.00	\$25.00
Facility Supervisor (Stat Holidays)	\$25.00	\$25.00
Hydro Drops	Cost recovery	\$25.00

ADVERTISING

Advertising Bundling
 Includes Community Guide, Arena Boards, other a
 1 item - full cost
 2 items - 15% discount off cheapest product
 4 items - 30% discount off cheapest product

ARENA BOARDS

1 Year Term

Dan Snyder	\$1,433.05	\$1,486.34
Jim Mcleod	\$500.00	\$515.00
St. Jacob's Arena	\$500.00	\$515.00

2 Year Term

Dan Snyder	\$1,276.26	\$1,314.55
Jim Mcleod	\$500.00	\$515.00
St. Jacob's Arena	\$500.00	\$515.00

3 Year Term

Dan Snyder	\$1,109.45	\$1,142.73
Jim Mcleod	\$500.00	\$515.00
St. Jacob's Arena	\$500.00	\$515.00

SCHEDULE "E"
By-law XX-2023

RECREATION & COMMUNITY SERVICES
ICE RATES TAKE AFFECT AUGUST 1, 2024

Fees & Charges

STAIR RISERS - 1 Year Term

	2023	2024
Main Lobby / Dan Snyder arena - per riser location, minimum 5 risers	\$100.00	\$100.00

ARENAS price increases occur August 1st annually

Prime Time Ice Rentals

(Mon - Fri, 5 pm - 11:30 pm) Sat, Sun & Stat Holidays

St. Jacobs / McLeod	\$219.18	
Snyder	\$222.77	
Woolwich Youth Affiliated Rate	\$145.75	

Non-Prime Ice Rentals (Mon - Fri, 6:30 am - 5 pm)

St. Jacobs Arena / McLeod / Snyder	\$123.36	
Woolwich Youth Affiliated Rate	\$82.03	

Early Morning Ice Rental (Mon-Fri, 6:30 am-8:30am)

St. Jacobs Arena / McLeod / Snyder	N/A	\$101.50
Woolwich Youth Affiliated Rate	\$82.03	\$83.26

Slice of Ice Rate (max 24 hours prior to rental)

Prime time	\$100.00	\$101.50
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Public Skating

including Noon, Parent&Tot, After School Skate

Adult / Student / Senior / Child	\$3.54	\$3.54
Family Rate	\$9.74	\$9.74
10 Visit Skate Pass	\$30.97	\$30.97
Stick and Puck	\$4.43	\$4.43

Shinny Hockey

Per Player	\$8.85	\$8.85
10 Visit Shinny Pass	N/A	\$79.65
Per Family (max 4)	\$22.12	\$22.12
Extra Skater per family	\$4.43	\$4.43

RECREATION & COMMUNITY SERVICES
ICE RATES TAKE AFFECT AUGUST 1, 2024

Arena Summer Floor Usage
Hourly Rate

	Fees & Charges	
	2023	2024
Hourly Rate	\$61.30	\$62.22
Not for profit affiliated rate	\$40.76	\$41.37

SCHEDULE "E"
By-law XX-2023

RECREATION & COMMUNITY SERVICES
ICE RATES TAKE AFFECT AUGUST 1, 2024

Fees & Charges

	2023	2024
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Commercial Floor Usage - Daily Rate

Snyder	\$628.50	\$637.93
Snyder Woolwich Affiliated Rate	\$439.95	\$446.55
McLeod / St. Jacob's Arena	\$628.50	\$637.93
McLeod / St. Jacob's Arena Woolwich Affiliated	\$439.95	\$446.55

AQUATICS

Pool Rentals

Hourly Rentals

Rental - total pool facility (4 staff included)	\$221.36	\$234.64
Woolwich Not for profit affiliated rate	\$154.95	\$164.25
Lap pool - 2 staff included	\$125.54	\$133.07
Woolwich Not for profit affiliated rate	\$87.88	\$93.15
Leisure Pool- 2 staff included	\$125.54	\$113.07
Woolwich Not for profit affiliated rate	\$87.88	\$93.15
Each additional on deck staff	\$31.55	\$33.44

Public Swim - Single Admission

Child 2 & under	FREE	FREE
Child / Youth (3 - 17)	\$3.63	\$3.85
Student, Senior, Adult, Aquafit	\$5.53	\$5.86
Family	\$13.54	\$14.35
(maximum 5, each additional \$2.00)		
Group rate per person	\$2.70	\$2.86

Public Swim - 10 Visit Pass

Child 2 & under	FREE	FREE
Child / Youth (3 - 17)	\$31.76	\$33.67
Student, Senior, Adult, Aquafit	\$48.39	\$51.29

RECREATION & COMMUNITY SERVICES
ICE RATES TAKE AFFECT AUGUST 1, 2024

	Fees & Charges		
	2023	2024	
Public Swim - 20 Visit Pass	Child 2 & under	FREE	FREE
	Child (6 - 15)	\$59.17	\$62.72
	Student, Senior, Adult, Aquafit	\$90.14	\$95.55
Public Swim - 40 Visit Pass	Child 2 & under	FREE	FREE
	Child / Youth (3 - 17)	\$114.71	\$121.59
	Student, Senior, Adult, Aquafit	\$174.75	\$185.24
Child Summer Swim Pass	Child / Youth (3 - 17) July 1 - Aug 31	\$48.67	\$51.59

INSTRUCTIONAL (No HST on children's programming)

Learn to Swim			
Parent & Tot	Per Class	\$9.30	\$9.86
	Resident Discount	\$8.09	\$8.57
Swim for Life 30 minutes	Per Class	\$10.56	\$11.19
	Resident Discount	\$9.18	\$9.73
Swim for Life 45 minutes	Per Class	\$10.56	\$11.19
	Resident Discount	\$9.18	\$9.73
Swim for Life 60 minutes	Per Class	\$10.56	\$11.19
	Resident Discount	\$9.18	\$9.73
Adult	Per Class	\$13.74	\$14.56
	Resident Discount	\$11.95	\$12.67

SCHEDULE "E"
By-law XX-2023

RECREATION & COMMUNITY SERVICES
ICE RATES TAKE AFFECT AUGUST 1, 2024

		Fees & Charges	
		2023	2024
Private Lessons	Private - 30 minutes	\$38.28	\$40.58
	Resident Discount	\$33.30	\$35.30
	Semi Private - 30 minutes	\$20.87	\$22.12
	Resident Discount	\$18.16	\$19.25
Advanced Aquatics Exam Fees & Materials Extra	Pre Bronze, Bronze Med. Bronze Cross, Assista	\$122.49	\$129.84
	Resident Discount	\$106.57	\$112.96
	NL, Instructors	\$162.36	\$172.10
	Resident Discount	\$141.25	\$149.73
	NL, Instructors Recertification	\$37.91	\$40.18
	Resident Discount	\$32.99	\$34.97

RECREATION & COMMUNITY SERVICES
ICE RATES TAKE AFFECT AUGUST 1, 2024

		Fees & Charges	
		2023	2024
COMMUNITY CENTRE MEMBERSHIPS			
Annual Membership	Woolwich Memorial Centre (WMC)	\$518.10	\$525.87
	Fitness Centre Only	\$350.00	\$355.25
Six Month Membership	WMC	\$271.08	\$275.15
Four Month Membership	WMC	\$181.28	\$184.00
Student 4 Month Membership	WMC	\$142.47	\$144.60
One Month Membership	WMC	\$51.33	\$52.10
10 Visit Pass	WMC and BCC	\$61.95	\$61.95
20 Visit Pass	WMC and BCC	\$113.27	\$113.27
Daily Pass	WMC	\$10.62	\$10.62
Adult Drop in Rate / activity	WMC and BCC	\$7.08	\$7.08
Family / Corporate Rate (WMC)	One time Corporate/Organization Registration	\$103.62	\$103.62
	Corporate/Organization individual membership	\$414.48	\$420.70
	Monthly payment annual Corporate/Organization	\$34.54	\$35.06
	Family Membership for family members beyond	\$414.48	\$420.70
	Monthly payment for above category	\$34.54	\$35.06
Fitness Lite	Fitness Light - Mon - Fri, 9am - 4 pm (per month)	\$26.55	\$26.95
	Fitness Light (Annual)	\$300.00	\$304.50
	Summer Special - July & August	\$53.10	\$53.90

SCHEDULE "E"
By-law XX-2023

RECREATION & COMMUNITY SERVICES
ICE RATES TAKE AFFECT AUGUST 1, 2024

Fees & Charges

	2023	2024
Camp - WMC	\$200.00	\$212.00
4 Day week - WMC	\$162.75	\$172.52
Youth Specialty Camps - per week - WMC	\$215.25	\$228.17
Youth - 4 day week - WMC	\$168.00	\$178.08
Camp -Breslau / Maryhill / Conestogo	\$183.75	\$194.78
4 Day week	\$147.00	\$155.82
P.D. Day Program - daily - WMC	\$47.25	\$50.09
P.D. Day Program - daily - Breslau	\$43.05	\$45.63
Extended Care (8 am - 5 pm) per day	\$6.00	\$6.00

YOUTH PROGRAMS

(HST not Applicable for youth programs age 12 and under)

BLOOMINGDALE

HALL RENTAL RATES HOURLY

Bloomingtondale Community Centre

Hourly Rate	\$32.29	\$34.23
Woolwich Not for Profit Affiliated Rate	\$22.60	\$23.96
Woolwich Affiliated Groups and Organizations	No Charge	No Charge

DAILY HALL RENTAL RATES EVENTS

Bloomingtondale Community Centre (with servery)

Community Centre Daily Rate (max 8 hrs)	\$107.63	\$114.09
Woolwich Not for Profit Affiliated Rate	\$75.34	\$79.86
each additional hour	\$21.00	\$22.26
each additional hour - affiliated rate	\$14.70	\$15.58

BLOOMINGDALE BALL DIAMONDS

Without lights per hour	\$32.83	\$34.80
With lights per hour	\$41.02	\$43.48
Grooming (line and drag)	\$40.77	\$43.22

BLOOMINGDALE SOCCER FIELD

Without lights per hour	\$31.89	\$33.80
Woolwich Not for Profit Affiliated Rate	\$22.32	\$23.66

RECREATION & COMMUNITY SERVICES
ICE RATES TAKE AFFECT AUGUST 1, 2024

BRESLAU COMMUNITY CENTRE
MEETING ROOMS

Breslau Meeting Room 1, 2 & Main-

	Fees & Charges	
	2023	2024

Meeting Rate (hourly)	\$22.75	
Not for profit Rate (hourly)	\$15.93	
Woolwich Affiliated Groups and Organizations	No Charge	

Empire Room (Includes kitchenette)

Hourly Rate	\$46.48	\$49.27
Woolwich Not for Profit Affiliated Rate	\$32.54	\$37.67
Daily Event Rate (includes kitchenette) 1pm-12am	\$460.18	\$487.79
Woolwich Not for Profit Affiliated Rate	\$322.13	\$341.46
Full Gymnasium		
Hourly Rate	\$66.69	\$70.69
Woolwich Not for Profit Affiliated Rate	\$46.68	\$49.48
Half Gymnasium		
Hourly Rate	\$46.48	\$49.27
Woolwich Not for Profit Affiliated Rate	\$32.54	\$34.49
Daily Rate		
Daily Event Rate (includes servery) 1pm-12am	\$660.17	\$699.78
Woolwich Not for Profit Affiliated Rate	\$462.12	\$489.85

SERVERY RATE

Hourly Rate	\$13.14	\$13.93
Hourly Affiliated Rate	\$9.20	\$9.75
Hourly Commercial Rate	\$23.81	\$25.24

SCHEDULE "E"
By-law XX-2023

RECREATION & COMMUNITY SERVICES
ICE RATES TAKE AFFECT AUGUST 1, 2024

Fees & Charges

EMPIRE AND FULL GYM RENTAL

	2023	2024
Empire & Full Gym (4 hours max) hourly	\$100.03	\$106.03
Affiliated Rate (4 hours max) hourly	\$70.02	\$74.22
Full Day Empire & Full Gym (1PM - 12AM)	\$1,000.33	\$1,060.35
Full Day Affiliated Rate	\$700.23	\$742.24
EQUIPMENT RENTAL		
Badminton/Volleyball Rental	\$20.00	\$20.00
Sport Specific - Each Sport	\$15.00	\$15.00
Option 1	\$20.00	\$20.00
Option 2	\$30.00	\$30.00

Breslau Ball Diamonds

Grooming-each service request

Grooming	\$40.77	\$43.22
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Breslau Ball Diamonds

Without Lights	\$32.83	\$34.80
Woolwich Not for Profit Affiliated rate	\$22.98	\$24.36
With Lights	\$41.02	\$43.48
Woolwich Not for Profit Affiliated rate	\$28.71	\$30.43
Tournament Rate (per diamond per day)	\$217.06	\$230.08

Breslau Soccer Pitch

Soccer Pitch Rental	\$31.89	\$33.80
Woolwich Not for Profit Affiliated Rate	\$22.32	\$23.66

RECREATION & COMMUNITY SERVICES
ICE RATES TAKE AFFECT AUGUST 1, 2024

Fees & Charges

CONESTOGO

Conestogo Pad
 Multi Use Pad

	2023	2024
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hourly rate	\$30.94	\$32.80
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BALL DIAMOND RENTAL

Without Lights	\$32.83	\$34.80
Woolwich Not for Profit Affiliated rate	\$22.98	\$24.36
With Lights	\$41.02	\$43.48
Woolwich Not for Profit Affiliated rate	\$28.71	\$30.43

HEIDELBERG

HALL RENTAL RATES HOURLY
 Heidelberg Community Centre

Hourly Rate	\$32.29	\$34.23
Woolwich Not for Profit Affiliated Rate	\$22.60	\$23.96
Woolwich Affiliated Groups and Organizations	No Charge	No Charge

DAILY HALL RENTAL RATES EVENTS

Heidelberg Community Centre (with servery)

Community Centre Daily Rate (max 8 hrs)	\$107.63	\$114.09
Woolwich Not for Profit Affiliated Rate	\$75.34	\$79.86
each additional hour	\$21.00	\$22.26
each additional hour - affiliated rate	\$14.70	\$15.58

BALL DIAMOND RENTAL

Heidelberg

Without Lights	\$32.83	\$34.80
Woolwich Not for Profit Affiliated rate	\$22.98	\$24.36
With Lights	\$41.02	\$43.48
Woolwich Not for Profit Affiliated rate	\$28.71	\$30.43
Grooming (line and drag)	\$40.77	\$43.22
Includes hall, servery, picnic shelter, ball diamond	\$215.25	\$228.17

Heidelberg Full Facility - day rate

SCHEDULE "E"
By-law XX-2023

RECREATION & COMMUNITY SERVICES
ICE RATES TAKE AFFECT AUGUST 1, 2024

Fees & Charges

	2023	2024
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MARYHILL

HALL RENTAL RATES HOURLY

Maryhill Community Centre

Hourly Rate	\$34.82	\$36.91
Woolwich Not for Profit Affiliated Rate	\$24.37	\$25.83

DAILY HALL RENTAL RATES EVENTS

Maryhill Community Centre (with servery)

Community Centre Daily Rate (max 8 hrs)	\$214.30	\$227.16
Woolwich Not for Profit Affiliated Rate	\$150.01	\$159.12
each additional hour	\$22.75	\$24.12
each additional hour - affiliated rate	\$15.93	\$16.89

BALL DIAMOND RENTAL

Without Lights	\$28.15	\$29.84
Woolwich Not for Profit Affiliated rate	\$19.70	\$20.88

MARYHILL SOCCER FIELD

Without lights per hour	\$31.89	\$33.80
Woolwich Not for Profit Affiliated Rate	\$22.32	\$23.66

WOOLWICH MEMORIAL CENTRE

WMC OFFICE SPACE LEASES

Per Square Footage Rate (annually)	\$7.26	\$7.41
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THIRD PARTY FOOD SERVICE PROVISION

Per day rate	\$25.00	\$25.00
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MEETING ROOMS

WMC Meeting Room 1, 2 & Concourse Cafe

Meeting Rate (hourly)	\$22.50	\$23.85
Not for profit Rate (hourly)	\$15.75	\$16.70
Woolwich Affiliated Groups and Organizations	No Charge	No Charge

RECREATION & COMMUNITY SERVICES**ICE RATES TAKE AFFECT AUGUST 1, 2024****Fees & Charges****HALL RENTAL RATES HOURLY**

WMC Community Centre

	2023	2024
Hourly Rate	\$34.82	\$36.91
Woolwich Not for Profit Affiliated Rate	\$24.37	\$25.83

DAILY HALL RENTAL RATES EVENTS

WMC Community Centre

Community Centre (WMC) Daily Rate (8 hrs max)	\$214.30	\$227.16
Affiliated / NFP Daily Rate	\$150.01	\$159.01
Combined CC /Servery Daily Rate	\$267.92	\$284.00
Woolwich Not for Profit Affiliated Rate	\$187.55	\$198.80

SET UP FEE

Charge back for set up of tables and chairs	\$25.00	\$25.00
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SERVERY RATE

WMC

Hourly Rate	\$11.85	\$12.56
Woolwich Not for Profit Affiliated Rate	\$8.29	\$8.79
Hourly Commercial Rate	\$22.12	\$23.45

EQUIPMENT RENTAL FEE

Large screen	\$10.00	\$10.00
Projector	\$10.00	\$10.00
Both	\$15.00	\$15.00

PARKS AND OUTDOOR ATHLETIC FIELDS**Outdoor Green Space for Weddings**

Riverside Meadows

Riverside Meadows	\$100.00	\$266.45
Grooming Request	\$100.00	\$106.00

Picnic Shelter Rentals

Bolender, Gibson, Snider, Floradale

* up to 50 people / family picnic

Picnic Shelter Reservations	\$90.55	\$90.55
Woolwich Not for Profit	\$63.38	\$63.38

SCHEDULE "E"
By-law XX-2023

RECREATION & COMMUNITY SERVICES
ICE RATES TAKE AFFECT AUGUST 1, 2024

Fees & Charges

	2023	2024	
Bandstand Rental per day			
Gore Park Bandstand	\$46.03	\$46.03	
Woolwich Not for Profit Affiliated Rate	\$32.22	\$32.22	
Park Rental Special Event 50+, large scale special events	includes Picnic shelter, hydro use, and other non-exclusive use of other amenities	\$153.75	\$162.98
Park Rental Festival Fee (additional staff resources required)	Festival Fee daily - includes additional staffing costs	\$300.00	\$300.00
Equipment Rental Fee	Staff / supplies charge back (60 day booking notice)	as determined by department	\$113.00
Ball Diamond Rentals - per hour			
	Grooming-each service request	\$39.98	\$42.38
Industrial, Snider, Lions - "A" Diamonds	Without Lights	\$32.83	\$34.80
"A" Diamonds - fencing all around + lights	Woolwich Not for Profit Affiliated rate	\$22.98	\$24.36
(also Breslau, Bloomingdale, Conestogo, Heidelberg)	With Lights	\$41.03	\$43.49
	Woolwich Not for Profit Affiliated rate	\$28.72	\$30.44
	Tournament Rate (per diamond per day)	\$217.06	\$230.08
Riverside Meadows/ Floradale Park - B Diamonds	Without Lights	\$29.00	\$30.74
B Diamond - no fencing in outfield, no lights	Woolwich Not for Profit Affiliated rate	\$20.30	\$21.52
(also Maryhill)			
School Board Diamonds - Mahood, Conestogo, St. Jacobs (Youth Groups Only)	Booking fee per permit	\$37.01	\$39.23

RECREATION & COMMUNITY SERVICES
ICE RATES TAKE AFFECT AUGUST 1, 2024

Fees & Charges

Soccer Pitch Rentals - per hour

	2023	2024
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"A" Rated Pitch

Lions Park Soccer Pitches

Without Lights	\$43.06	\$45.64
Woolwich Not for Profit Affiliated Rate	\$30.14	\$31.95
With Lights	\$52.58	\$55.73
Woolwich Not for Profit Affiliated Rate	\$36.81	\$39.02

"B" Rated Soccer Pitches

Park Manor, Riverside Meadows,
Breslau + School Board Fields

Without Lights	\$37.90	\$40.17
Woolwich Not for Profit Affiliated Rate	\$26.53	\$28.12

MISCELLANEOUS

Access to Township Property

Security Deposit

Lease - 5 First St E (Monthly)

Lease - 3 Water St Warehouse (Annual)

Access fee	\$75.00	\$75.00
Damage Deposit	\$2,000.00	\$2,000.00
	\$502.52	\$502.52
Per Square Foot	\$6.79	\$7.09

SCHEDULE "F"
By-law XX-2023

RECREATION & COMMUNITY SERVICES

		Fees & Charges	
		2023	2024
CEMETERIES	Rate Description		
Plot Sales	Standard Plot	\$1,517.49	\$1,555.43
	Social Services Plot	\$500.00	\$500.00
	Half Plot/Double Cremation	\$851.80	\$873.10
	Cremation Plot	\$470.94	\$482.71
For Existing Columbarium	Columbarium Row A	\$1,980.88	\$1,980.88
	Columbarium Row B	\$2,142.00	\$2,142.00
	Columbarium Row C	\$2,142.00	\$2,142.00
NEW 2022 Columbarium	Columbarium Row A	\$2,178.97	\$2,233.44
	Columbarium Row B	\$2,356.20	\$2,415.11
	Columbarium Row C	\$2,356.20	\$2,415.11
	Columbarium Row D	\$2,356.20	\$2,415.11
	Columbarium Row E	\$2,356.20	\$2,415.11
	Columbarium Row F	\$2,356.20	\$2,415.11
Interment	Traditional with Liner/Vault	\$1,425.58	\$1,639.42
	Traditional Winter Dec 1- April 30	\$1,789.73	\$2,058.19
	Traditional (without liner)	\$2,240.78	\$2,576.90
	Traditional Winter Dec 1- April 30 without liner	\$2,552.20	\$2,935.03
	Child (under 8 years of age)	\$738.06	\$848.77
	Child (under 8 years of age) Winter Interment	\$1,399.53	\$1,609.46

Please Note: The following lot prices include costs for Perpetual Care. Lot prices are allocated as follows: Care & Maintenance Fund - 40% / General Maintenance Operating - 60%.

SCHEDULE "F"
By-law XX-2023

RECREATION & COMMUNITY SERVICES

		Fees & Charges	
		2023	2024
	Cremated	\$440.00	\$506.00
	Green Cremated (underneath sod No Winter)	\$316.57	\$364.06
	Additional Interment Cremated (same grave)	\$112.15	\$128.97
	Cremated Columbarium Niche	\$259.70	\$259.70
	Cremated Columbarium Niche Winter	\$325.79	\$325.79
	Cremation using Urn Vault (*NEW*)	N/A	\$1,012.00
Interment Additional Costs	Saturdays	\$100.00	\$225.00
	Sundays & Statutory Holidays	\$369.67	\$300.00
	Prior to 9am or after 3pm on Tues-Sun per 1/2hr	\$169.08	\$173.31
	Prior to 12pm or after 3pm on Monday per 1/2 hr	\$169.08	\$173.31
Disinterment	Adult	\$1,620.13	\$1,660.63
	Child/Infant (under 8 years of age)	\$1,572.79	\$1,612.11
	Cremated Remains	\$447.68	\$458.87
	Cremated Remains Columbarium Niche	\$264.88	\$271.50
Location & Inspection Monuments & Markers	For Monument and Marker Locates	\$97.43	\$99.87
Monument Care & Maintenance Fund Surcharge (Provincially regulated)	Flush Markers - less than 173 sq. in.	N/C	N/C
	Flush Markers - 173 sq. in. or greater	\$100.00	\$100.00
	Upright Monument up to four (4) ft. high or wide	\$200.00	\$200.00
	Upright Monument over four (4) ft. high or wide	\$400.00	\$400.00
	Care & Maintenance for Lots sold prior to 1958	\$276.11	\$276.11
Miscellaneous Interment Expenses	Transfer of Rights or Re-issuance of Interment F	\$93.37	\$95.70
	Research Genealogy	\$57.75	\$59.19

TOWNSHIP OF WOOLWICH**BY-LAW XX-2023****A BY-LAW TO AMEND BY-LAW 87-2007 BEING A BY-LAW TO ESTABLISH AND REQUIRE PAYMENT OF FEES AUTHORIZED UNDER THE PLANNING ACT AND SIMILAR CHARGES**

WHEREAS section 391 of the Municipal Act 2001, S.O. 2001, c.25, as amended, authorizes a municipality by By-law to impose fees or charges on any class of persons for services or activities provided or done by or on behalf of the municipality and for the use of the municipality's property, including property under its control;

AND WHEREAS by-laws establishing a tariff of fees for the processing of applications made in respect of planning matters are authorized by section 69 (1) of the Planning Act, R.S.O. 1990, c.p. 13, as amended;

NOW THEREFORE the Council of the Corporation of the Township of Woolwich amends Schedule 'A' of By-law 87-2007 as attached, effective January 1, 2024, and to repeal By-law 62-2022.

Passed this 12th day of December, 2023.

Mayor

Clerk

SCHEDULE "A"
By-law 87-2007

DEVELOPMENT SERVICES

**COMMITTEE OF ADJUSTMENT
& SIGN VARIANCE**

	2023	2024
Rate Description		
Minor Variance Application	\$1,100.00	\$1,100.00
Minor Variance Advertising Fee	\$250.00	\$250.00
Consent Pre-application review Fee	\$600.00	\$600.00
Consent (severance) application	\$3,500.00	\$3,500.00
Consent Advertising Fee	\$250.00	\$250.00
Clearance of Consent conditions (per severance)	\$525.00	\$525.00
Recirculation due to Applicant Initiated Deferral (MV, Consent or Sign)	\$400.00	\$400.00
Advertising Fee	N/A	\$250.00
<u>Amending Conditions of Consent Approval - applicant initiated</u>		
where circulation is required	\$1,250.00	\$1,250.00
where no circulation is required	\$750.00	\$750.00
A combined application for a minor variance (MV) and consent	\$3,750 plus \$400 per variance	\$3,750 plus \$400 per variance
Advertising Fee	N/A	\$250.00
Billboard Application Fee	\$1,400.00	\$1,400.00
Sign Variance Application Fee	\$1,400.00	\$1,400.00
Advertising Fee	N/A	\$250.00
Request for Special Meeting - MV, Consent, Sign (plus application and advertising fee)	\$4,000.00	\$4,000.00
Planning Applications initiated in 2022 (having undergone pre-application prior to January 1, 2023) are subject to the applicable 2022 fees for application with a 10% increase.		

PLANNING

SCHEDULE "A"
By-law 87-2007

DEVELOPMENT SERVICES

	2023	2024
<u>Official Plan Amendment:</u>		
Pre-application consultation review	\$5,000.00	\$5,100.00
Review to deem an application Complete	\$500.00	\$500.00
Application Fee	\$7,000.00	\$7,200.00
Advertising Fee	\$1,500.00	\$1,500.00
Resubmission fee	same as application fee less 10%	same as application fee less 10%
where a zoning by-law amendment is being processed in tandem.	\$3,500.00	\$3,600.00
<u>Zoning by-law amendment by classification:</u>		
a) Gravel Extraction Operations	N/A	\$5,100.00
a.1) Pre-application consultation review step 1	N/A	\$10,100.00
a.2) Pre-application consultation review step 2	\$30,000.00	\$31,000.00
a.3) Application fee for an amendment to permit an extractive use, gravel pit or quarry operation;	\$500.00	\$500.00
a.4) Review for complete application	\$1,500.00	\$1,500.00
a.5) Advertising Fee		
b) MINOR - single detached or agricultural fees (Temp / Holding)		
b.1) Pre -application Minor (item b) below) (Temp/Holding)	\$1,500.00	\$1,500.00
b.2) Complete application fee	\$2,000.00	\$2,100.00
b.3) Review for complete application	\$500.00	\$500.00
b.4) Advertising Fee	\$1,500.00	\$1,500.00

SCHEDULE "A"
By-law 87-2007

DEVELOPMENT SERVICES

	2023	2024
c) MINOR - Industrial or commercial, two or more residential units, new industrial/commercial (Agricultural Related) use in Agricultural zone (Temp / Holding)		
c.1) Pre-application - initial submission	\$1,500.00	\$1,500.00
c.2) Pre-application - detailed submission	\$2,500.00	\$2,500.00
c.3) Complete application fee	\$2,500.00	\$2,600.00
c.4) Review for complete application	\$500.00	\$500.00
c.5) Advertising Fee	\$1,500.00	\$1,500.00
d) Complex/Major (Temp /Holding)		
d.1) Pre-application - initial submission	\$1,500.00	\$1,500.00
d.2) Pre-application - detailed submission	\$5,500.00	\$5,600.00
d.3) Complete application fee	\$3,500.00	\$3,600.00
d.4) Review for complete application	\$500.00	\$500.00
d.5) Advertising Fee	\$1,500.00	\$1,500.00
e) Extension of a temporary use by-law;	\$1,250.00	\$1,250.00
f) Establishing a holding provision (in conjunction with change of use)	Per use above	Per use above
g) Release of a holding provision.		
g.1) Staff release process	\$3,000.00	\$3,000.00
g.2) Council release process	\$4,500.00	\$4,500.00
First Resubmission Fees	application fee minus 10% for items b) c) and d), and 50% for item a) (gravel pit).	application fee minus 10% for items b) c) and d), and 50% for item a) (gravel pit).

SCHEDULE "A"
By-law 87-2007

DEVELOPMENT SERVICES

	2023	2024
Subsequent resubmission fees	application fee minus 50% for items b) c) and d), and 80% for item a) (gravel pit).	application fee minus 50% for items b) c) and d), and 80% for item a) (gravel pit).
<u>Peer Review (as per By-law 87-2007)</u>		
Where the Director of Development Services determines upon reasonable grounds that peer and/or legal review costs will be encountered during the processing of any planning application, the applicant shall deposit with the Township \$25,000.00 or \$10,000.00 depending on the extent of peer review and/or legal review costs that the Director of Development Services determines are likely to be encountered.		
If peer and/or legal review costs during the processing of a planning application exceed the amount deposited with the Township, the applicant shall re-establish the full amount of the deposit or such other reasonable amount as is determined by the Director of Development Services.		
If peer and/or legal review costs incurred by the Township in the processing of a planning application are less than the amount deposited with the Township, the Township shall reimburse the unused portion of the deposit.		
<u>Condominium</u>		
a) Condominium Application		
i) Standard or Phased (no public meeting)	\$5,000 plus \$150.00 per unit - maximum of \$8,000	\$5,000 plus \$150.00 per unit - maximum of \$8,000
ii) Common Element (public meeting)	\$8,500 plus \$150.00 per unit up to 200 lots (i.e., max \$38,500)	\$8,500 plus \$150.00 per unit up to 200 lots (i.e., max \$38,500)
iii) Vacant Land Condo	\$8,500 plus \$150.00 per unit up to 200 lots (i.e., max \$38,500)	\$8,500 plus \$150.00 per unit up to 200 lots (i.e., max \$38,500)
iv) Condo Conversion	\$8,500 plus \$150.00 per unit up to 200 lots (i.e., max \$38,500)	\$8,500 plus \$150.00 per unit up to 200 lots (i.e., max \$38,500)
b) Amending Condominium Approval or Conditions thereof	\$3,100.00	\$3,100.00

SCHEDULE "A"
By-law 87-2007

DEVELOPMENT SERVICES

	2023	2024
<u>Subdivision</u>		
a) Subdivision Application not in conjunction with an OPA or ZC application	\$8,500 plus \$150.00 per unit up to 200 lots (i.e., max \$38,500)	\$8,500 plus \$150.00 per unit up to 200 lots (i.e., max \$38,500)
b) Subdivision Application - with OPA and Zone Change	\$8,500 plus \$150.00 per unit up to 200 lots (i.e., max \$38,500) + OPA & ZBA fees	\$8,500 plus \$150.00 per unit up to 200 lots (i.e., max \$38,500) + OPA & ZBA fees
c) Creation of Subdivision Agreement and Lot and Block Agreement	\$3,500.00	\$3,600.00
d) Amending Draft Plan Approval, Conditions thereof or Subdivision Agreement	\$3,600.00	\$3,700.00
e) Clearance of Draft Plan Approval Conditions	\$1,000.00	\$1,000.00
f) Amending a Lot/Block Agreement (to address a specific lot issue)	\$2,050.00	\$2,100.00
<i>NOTE: A deposit is required at the time of application (see below). Fees associated with subdivision agreements are included in the collection of the Engineering and Administration fees for each applicable subdivision.</i>		
<u>Development Applications / Site Plan Agreement (Section 41, Planning Act)</u>		
a) Pre-application consultation (new application)	1,500.00	1,500.00
b) Review to deem complete	\$200.00	\$200.00
c) Development agreement application		
i) Standard;	\$5,000.00	\$5,100.00
minimum total a), b) and ci)	N/A	\$6,800.00
ii) basic Agricultural commercial or industrial use;	\$1,500.00	\$1,550.00
minimum total a), b) and cii)	N/A	\$3,250.00
iii) OnFarm Diversified Use (no additional fees);	\$2,500.00	\$2,500.00

SCHEDULE "A"
By-law 87-2007

DEVELOPMENT SERVICES

	2023	2024
d) Addendums		
i) Pre-application consultation - addendum	\$1,000.00	\$1,000.00
ii) addendum requiring circulation;	\$2,500.00	\$2,500.00
min fee (total d)i) and dii))	N/A	\$3,500.00
iii) addendum not requiring circulation;	\$500.00	\$500.00
min fee (total d)i) and d)iii))	N/A	\$1,500.00
iv) addendum not requiring circulation (no pre-consultation required)	N/A	\$1,000.00
e) Clearance of Conditions (Site Plan) - for Conditional Site Plan agreements	\$1,500.00	\$1,500.00
f) Release of a Development Agreement;	\$525.00	\$525.00
g) Certificate of compliance with conditions of a development agreement.	\$650.00	\$650.00
e) Other Development Agreements (Not Section 41 (Site Plan) or 53 (non-Subdivision), Planning Act)	\$7,000.00	\$7,000.00
Telecommunication Tower review	\$4,000.00	\$4,000.00
<u>Cash in lieu of parkland zone regulation (Per Unit)</u>		
a) R7 Multiple including conversions in all zones	\$1,500.00	\$1,600.00
b) R3 – R6 duplex	\$2,000.00	\$2,050.00
c) R3 – R6 Semi	\$2,000.00	\$2,050.00
d) R2A – R5 Single	\$2,250.00	\$2,300.00
e) R1 – R2 Single	\$2,500.00	\$2,550.00
f) Agricultural – one dwelling unit	\$3,600.00	\$3,700.00
<u>Cash in lieu of parking, per space</u>	\$4,000.00	\$4,000.00

SCHEDULE "A"
By-law 87-2007

DEVELOPMENT SERVICES

	2023	2024
<u>Ontario Land Tribunal (OLT)</u>		
OLT Referral Fee (payable to the Township of Woolwich upon receipt of an appeal with respect to any application)	\$750.00	\$750.00
<p>OLT Appeals Deposit (where the applicant has not retained legal representation and/or requests the Township to provide our own representation by the Township's solicitor) (1) Where the Director determines upon reasonable grounds that legal costs for preparing and attending an OLT hearing will be encountered, the applicant shall deposit with the Township \$25,000 or \$10,000 depending on the extent of legal costs that the Director determines are likely to be encountered. (2) If legal costs incurred by the Township during the process of preparing for and attending an OLT hearing exceed the amount deposited Township, the applicant shall replenish the full amount of the deposit or such other reasonable amount as is determined by the Director. (3) If legal costs incurred by the Township during the process of preparing for and attending an OLT hearing are less than the amount deposited, the Township shall reimburse the unused portion.</p>		
<u>Part Lot Control</u>		
a) for the first lot to be created	\$1,250.00	\$1,275.00
b) for each additional unit/lot created within the same block	\$425.00	\$425.00
c) Part Lot Control Extension of By-law	\$425.00	\$425.00
<u>Easements</u>		
a) Dedication of an Easement not part of a Plan of Subdivision Application	\$3,000.00	\$3,000.00
b) Extension of an Easement not part of a Plan of Subdivision Application	\$2,000.00	\$2,000.00
<u>Cross Border Service Agreement:</u> 6.0% of the total cost to install the services (not including Engineering and Contingency and HST) OR \$5,500.00 (whichever is greater) plus 100% of all associated fees incurred by the Township	see description	see description
<u>Mundil Cross Border Servicing Agreement</u>		

SCHEDULE "A"
By-law 87-2007

DEVELOPMENT SERVICES

	2023	2024
a) Property Owner Agreement – no mortgage on title (master agreement preparation \$76.00, title search, preparation of property owner agreement, legal fees and registration)	\$475.00	\$475.00
b) Property Owner Agreement - with mortgage on title (master agreement preparation \$76.00, title search, preparation of property owner agreement, legal fees and registration)	\$800.00	\$825.00
<u>Request to Declare Lands Surplus</u>		
Administration fee for request to declare lands surplus PLUS 100% of all associated advertising, survey and legal costs	\$825.00	\$825.00
Environmental Review / Record of Site in conjunction with a request to declare lands surplus PLUS 100% of all associated consultant costs	\$575.00	\$575.00
Deposit with request to declare lands surplus (for associated advertising, appraisal, legal, survey costs)	\$2,500.00	\$2,500.00
If associated costs during the processing of a request to declare lands surplus exceed the amount deposited with the Township, the applicant shall re-establish the full amount of the deposit or such other reasonable amount as is determined by the Director of Development Services.		
If associated costs incurred by the Township in the processing of a request to declare lands surplus are less than the amount deposited with the Township, the Township shall reimburse the unused portion of the deposit.		
NOTE: The above does not include the purchase price of the land		
<u>Publications and Printing</u>		
a) Plotter Prints		
i) Black and White 2 by 3'	\$60.00	\$60.00
ii) Black and White 4 by 6'	\$60.00	\$60.00
iii) Colour 2 by 3'	\$60.00	\$60.00
iv) Colour 4 by 6'	\$85.00	\$85.00
<u>Other</u>		

SCHEDULE "A"
By-law 87-2007

DEVELOPMENT SERVICES

	2023	2024
Minimum Distance Separation Calculation - per request	\$120.00	\$120.00
Letter of Compliance	\$200.00	\$200.00
Zoning Compliance / Certificate of occupancy re: zoning provision	\$250.00	\$250.00
Zoning Compliance / Certificate of occupancy renewal (Agr)	\$100.00	\$100.00
Minor amendment to Zoning Compliance / Certificate of Occupancy	\$50.00	\$50.00
Zoning Compliance / Certificate of occupancy - Roadside Produce Stand	N/A	\$25.00
Locating/Researching/Preparing Documents (e.g. request for information on a property for an environmental site assessment)	\$250.00	\$250.00
Scanning of documents (per document)	\$100.00	\$100.00
Registration Fee (recovery of Teraview fees when no other application processing fee is collected)	\$150.00	\$150.00

TOWNSHIP OF WOOLWICH**BY-LAW XX-2023****A BY-LAW TO AMEND BY-LAW 27-2017 BEING A BY-LAW TO PROVIDE FOR THE CONSTRUCTION, DEMOLITION, CHANGE OF USE AND TRANSFER OF PERMIT AND INSPECTIONS, AND THE SETTING AND REFUNDING OF FEES**

WHEREAS section 391 of the Municipal Act 2001, S.O. 2001, c.25, as amended, authorizes a municipality by By-law to impose fees or charges on any class of persons for services or activities provided or done by or on behalf of the municipality and for the use of the municipality's property, including property under its control;

AND WHEREAS Section 7 of the Building Code Act, S.O.1992, c.23. as amended, empowers Council to pass certain by-laws respecting construction, demolition, change of use, transfer of permits, inspections, and the setting and refunding of fees;

NOW THEREFORE the Council of the Corporation of the Township of Woolwich amends Schedule 'A' of By-law 27-2017 as attached effective January 1, 2024, and to repeal By-law 64-2022.

Passed this 12th day of December, 2023

Mayor

Clerk

SCHEDULE "A"
By-law 27-2017

DEVELOPMENT SERVICES

BUILDING SERVICES

	Fees & Charges	
	2023	2024
<u>Building by Classification</u>		
Group A – Assembly Occupancies	\$2.33	\$2.45
Group B – Institutional Occupancies	\$2.55	\$2.68
Group C – Residential Occupancies	\$1.31	\$1.38
Group C – Residential Occupancies (Apartment, Triplex)	\$1.40	\$1.47
Group C – Residential Occupancies (Hotel/Motel)	\$2.14	\$2.25
Group C - Accessory Dwelling Units	N/A	\$350 + applicable square foot charge
Group D – Business and Personal Service Occupancies (shell)	\$1.69	\$1.77
Group D Business and Personal Service Occupancies (finished)	\$1.76	\$1.85
Group E – Mercantile Occupancies (shell)	\$1.22	\$1.28
Group E – Mercantile Occupancies (finished)	\$1.76	\$1.85
Group F – Industrial Occupancies (shell)	\$0.70	\$0.74
Group F – industrial Occupancies (finished)	\$0.93	\$0.98
<u>Agricultural Permits</u>		
Farm Building	\$0.49	\$0.51
Grain Bins, Corn Cribs (flat fee)	\$98.00	\$103.00
Manure Tank, Manure Yard (flat fee)	\$300.00	\$315.00
Tower Silo, Trench Silo (flat fee)	\$200.00	\$210.00
Greenhouse/Hoop House	\$0.06	\$0.06

SCHEDULE "A"
By-law 27-2017

<u>Interior Finishing</u>		
Interior Finishing to previously unfinished areas including of residential basements, accessory dwelling units and major renovations	\$0.48	\$0.50
<u>Alteration/Renovations (All Classifications)</u>		
Alterations and renovations to existing finished areas	\$0.33	\$1.25
<u>Manufactured Structures</u>		
Air Supported Structure	\$0.30	\$0.32
Designated Structures as per Ontario Building Code (flat fee)	\$229.00	\$241.00
Mobile Home	\$0.51	\$0.54
Portable Classroom/Temporary Buildings (flat fee)	\$390.00	\$410.00
Retaining Wall (per linear foot)	\$2.29	\$2.40
Signs – Ground, Roof or Wall Mounted (flat fee)	\$98.00	\$103.00
Signs – Temporary (flat fee)	\$87.00	\$92.00
Solar Collector – Agricultural/Residential (flat fee)	\$287.00	\$302.00
Solar Collector – Commercial, Industrial, Institutional (flat fee)	\$459.00	\$482.00
Temporary Tents (flat fee)	\$186.00	\$196.00

SCHEDULE "A"
By-law 27-2017

<u>Other Structures</u>		
Accessory Buildings (detached garage, shed, etc.)	\$0.46	\$0.48
Attached Garage – Addition Permits Only	\$0.66	\$0.69
Decks, Porch, Gazebo (flat fee)	\$98.00	\$125.00
Decks and porches with roof (flat fee)	\$229.00	\$241.00
New roof structure	\$0.45	\$0.47
Demolition (per square foot)	\$0.01	N/A
Demolition (flat fee)	N/A	\$150.00
Elevator, Lift (flat fee)	\$370.00	\$389.00
Barrier free Ramp (flat fee)	\$98.00	\$103.00
Fireplace, Wood Stove, Chimney (flat fee)	\$98.00	\$103.00
Swimming Pool, Hot Tub (Residential) (flat fee)	\$98.00	\$103.00
Underground Fire Reservoir (flat fee)	\$341.00	\$359.00
Ceiling (new or replace)	\$0.13	\$0.14
Reclad wall	\$0.10	\$0.11
Exterior Basement Walkout (with stairs and a retaining wall)	N/A	\$200.00
<u>On-site Sewage System</u>		
Installation of a new Septic System (flat fee)	\$516.00	\$541.80
Septic System major repair (flat fee)	\$344.00	\$361.20
Septic System minor repair/new tank (flat fee)	\$172.00	\$180.60
<u>Change of Use</u>		
Change of Use Permit – no construction required (flat fee)	\$255.00	\$267.75

SCHEDULE "A"
By-law 27-2017

<u>Plumbing, Mechanical and Electrical</u>		
Plumbing fixture – all buildings (per fixture)	\$8.00	\$8.40
Backflow prevention device (per device)	\$68.00	\$72.00
Connect to municipal water and/or sewer (flat fee)	\$137.00	\$144.00
Building/site services (minimum \$130.00)	\$0.78 (per linear foot)	\$10 per \$1,000.00 construction value
Sprinkler System (minimum \$130.00)	\$0.04 (per linear foot)	\$10 per \$1,000.00 construction value
Standpipe and hose systems (minimum \$129.00)	\$0.06	\$0.06
Commercial Kitchen, spray booth, dust collector (flat fee)	\$260.00	\$273.00
Grease Interceptor (flat fee)	\$98 (minimum fee)	\$103.00
Commerical Kitchen, Spray Booth, Dust Collector (flat fee)	\$260.00	\$273.00
HVAC permit (residential per suite)	\$120.00	\$126.00
HVAC (non-residential)	\$0.08 per linear foot	\$10 per \$1,000.00 construction value
Fire Alarm System (minimum \$129.00)	\$0.06 per linear foot	\$10 per \$1,000.00 construction value
Electromagnetic locks and Hold Open Devices (per device)	\$92.00	\$96.60

SCHEDULE "A"
By-law 27-2017

<u>Miscellaneous</u>		
Footing, foundation	100% of the total building permit fee including development charges to be collected at time of municipality issuing the footing, foundation permit.	100% of the total building permit fee including development charges to be collected at time of municipality issuing the footing, foundation permit.
Final Inspection Fee (Single Family, Duplex, Semi-Detached, Townhouse and Triplex dwelling units)	\$500.00	\$1,500.00
Additional Inspection Fee	\$98.00 final inspection fee collected for each new inspection performed after 12 months of the municipality issuing occupancy.	\$103.00 final inspection fee collected for each new inspection performed after 12 months of the municipality issuing occupancy.

SCHEDULE "A"
By-law 27-2017

Re-Inspection Fee (At the discretion of the Chief Building Official)	\$98.00 per each re-inspect of failed inspection	\$125.00 per each re-inspect of failed inspection
Commencing construction without a permit	N/A	2 x permit fee to a max of \$5,000.00
Examine revised plans (minimum \$108.00)	\$0.03	\$0.04
Infill Grading Deposit fee – (Per Residential Dwelling Unit)	\$3,000.00	\$3,000.00
Liquor License Fee Inspection	\$58.00	\$65.00
Minimum Fee	\$98.00 (for building permits based on square footage)	\$125.00 (for building permits based on square footage)
Minimum fee for any permit not listed (minimum \$130.00)	N/A	\$10 per \$1,000.00 construction value
Fee for transfer of permit	\$98.00	\$103.00
Fee for deferral of revocation	\$98.00	\$103.00

Interpretation

Final Inspection Deposit:

SCHEDULE "A"

By-law 27-2017

A refundable deposit of \$500.00 shall be collected for the following buildings; Single Family dwelling, Duplex, Semi-Detached, Townhouse and Triplex dwelling units, and shall be refunded upon completion of the final inspection clearing off any outstanding items, within 12 months of the Municipality issuing occupancy. Final inspection fee is in regards to the structure only.

Revision to Permit Fee:

A fee of \$0.03 per square foot of the revised floor area shall be paid for examination of revised plans. A minimum fee of \$108.00 shall be paid.

Infill Grading Deposit:

An Infill Grading Deposit shall be collected in the amount of \$3,000.00 for each building permit application for a Single Family dwelling, Duplex, Semi-Detached, Townhouse and Triplex dwelling units except when said permit application is subject to a Grading Deposit as required in a Subdivision Agreement under the Planning Act.

SCHEDULE "A"
By-law 27-2017

Refund of Infill Grading Deposit:

Upon the completion of a final inspection including final inspection of the individual lot grading by the inspector and confirmation of final grading approval in writing by the Professional Engineer (P.Eng), Certified Engineering Technologist (CET) or Ontario Land Surveyor (OLS), the construction deposit without interest (or such portion as remains unused) for that lot shall be returned by the Municipality to the

The following guidelines are to be applied in the calculation o

1. Floor area of the proposed work is to be measured to the outer face of exterior walls and to the center line of party walls or demising walls.
2. In the case of interior alterations or renovations, area of proposed work is the actual space receiving the work, e.g. tenant suite.
3. Mechanical penthouses and floors, mezzanines, lofts, habitable attics and interior balconies are to be included in all floor area calculations.
4. Except for interconnected floor spaces, no deduction is made for openings within the floor area (e.g. stairs, elevators, escalators, shafts, ducts, etc).
5. Unfinished basements for single detached dwellings (including semis, duplexes and townhouses, etc.) are not included in the floor area.
6. Finished basements for single detached dwellings (including semis, duplexes and townhouses, etc.) are to be charged the interior finishing fee in Schedule 'A'.
7. Fireplaces, HVAC, electrical, woodstoves, site services are included in the permit fee for single family dwellings.
8. Where interior alterations and renovations require relocation of sprinkler heads or fire alarm components, no additional charge is applicable.

SCHEDULE "A"

By-law 27-2017

9. Ceilings are included in both new and finished (partitioned) buildings. The permit fees for ceilings apply only when alterations occur in existing buildings. Minor alterations to existing ceilings to accommodate lighting of HVAC improvements are not chargeable fees.
10. Where demolitions or partitions or alterations to existing ceilings are part of an alteration or renovation permit, no additional fee is applicable.
11. Corridors, lobbies, washrooms, lounges, etc. are to be included and classified according to the major classification for the floor area on which they are located.
12. The classes of building permits and occupancy categories in the schedule correspond with the definitions of major occupancy classifications in the Ontario Building Code. For mixed occupancies, the permit fees for each of the applicable occupancy categories may be used.
13. The Chief Building Official shall determine fees for classifications of permits not described or included in the schedule.



Financial Services Staff Report

Report Number:	F19-2023
Report Title:	Purchasing By-law Update
Author:	Richard Petherick, Director of Finance & Treasurer
Meeting Type:	Committee of the Whole Meeting
Meeting Date:	December 5, 2023
eDocs or File ID:	eDocs #125246
Consent Item:	No
Final Version:	Yes
Reviewed By:	SMT
Final Review:	Senior Management Team

Recommendation:

That the Council of the Township of Woolwich, considering Report F19-2023 respecting Purchasing By-law Update adopt the Purchasing By-law as per Attachment 1.

Background:

The Township's Purchasing By-law sets out the guidelines under which the Township will purchase goods and services. The current By-law has been in effect since December 2015. With the passage of time and process changes, a review was conducted by Finance staff of the existing Purchasing By-law with proposed amendments to reflect administrative changes to create greater efficiencies in the procurement process, reflect current practices, and to provide better clarity in the Township's procurement activities.

Comments:

The Township's existing Purchasing By-law has served the Corporation well over the past eight years by providing clear guidelines for purchasing activities. The Municipal Act requires that all municipalities adopt and maintain policies with respect to procurement of goods and services. Both the Township of Woolwich's current and proposed new By-law, attached to this report, address these requirements.

The proposed By-law contains amendments to how the Township's conduct procurement competitions (i.e. tender, proposal, etc.) as the Township is utilizing an eBidding platform, as well purchasing limits and the requirements related to the number of quotes to be obtained in various circumstances has been updated.

Since the last Purchasing By-law update the Township utilizes an eBidding platform called Bids & Tenders. This platform is an online bidding portal that is used widely by municipalities across the country but most notable in Ontario. As such changes on how tenders, certain quotations, and proposals, are administered needed to reflect the Township's current practice. It is important to note that while the Draft Purchasing By-law describes how the Township will utilize eBidding it is not specific to any one vendor which gives flexibility to switch providers, if need be, without having to update the By-law.

In general, purchasing limits have been adjusted upwards to allow for cost increases over the past eight years and to provide greater efficiencies. In proposing these adjustments staff has had regard for the historical volume of purchases in each range.

One of the most significant purchasing limit change relates to the tender threshold, which has been increased from \$75,000 to \$150,000. With cost escalations in a number of the Township's "basket of goods and services", in staff's view, these purchases, by nature, can be handled more efficiently through a formal sealed quotation process, rather than a tender. For this reason staff has proposed that the procurement of goods and services between \$75,000 and \$150,000 must be done by a formal sealed quotation. By doing so there is a heightened sense of accountability when conducting a more formal process. For Council's benefit, the most common purchases in this range are replacements of full-size service vehicles and minor road maintenance such as pavement marking and crack sealing. While the changes in purchasing thresholds always for a more efficient process it is also important to mention that expenditures still needs to be contained in a Council approved Budget.

The other significant change corresponds to consultants where the threshold for a more formal process is proposed to increase from \$40,000 to \$75,000. The change allows for greater efficiencies in municipal operations given the majority of consultants in this range are for geotechnical work on construction projects or engineers for minor road and bridge projects. Also by amending the threshold to \$75,000 there is better alignment in the purchasing by-law for formal competitions, the other being the proposed threshold for formal quotations as indicated above. Council should be aware that the need and justification for consultants is discussed and debated during budget deliberations. The proposed threshold is for administrative efficiencies in implementing the Council approved budgets.

To assist Council in understanding the various changes in procurement thresholds and the related procedures attached to this report is a Reference Guide to Methods of Procurement (see Attachment 2).

In addition the draft By-law includes Purchasing Guidelines that reflects the Township's commitment to consider environmental factors when engaging in procurement activities. While there are no specifics on how this guiding principle will be applied in the Draft

Purchasing By-law, as more research needs to be done on whether it is appropriate to be this prescriptive in a by-law. At the very least, staff wanted to acknowledge that the Township's purchasing decisions need to include the environment as a factor in determining the goods and services that will be procured.

Interdepartmental Impacts:

All staff members with administrative duties and/or involvement in procurement activities will require an orientation on the By-law and related procedures.

Financial Impacts:

While there is no direct financial impact associated with the proposed by-law, as it deals with administrative and operational issues, the proposed amendments will help streamline the process creating workflow efficiencies.

Strategic Plan Impacts:

By having a practical, functional and effective Purchasing By-law it directly meets the Township's Strategic Plan Focus Area of being Fiscally Responsible in ensuring high performance standards are in place which will best serve the Township and its rate payers.

Conclusion:

Staff recommends that Council adopt the Purchasing By-law (Attachment 1). The amendments proposed in the draft by-law have been included to recognize current purchasing practices at the Township as well as introducing greater efficiencies in municipal operations.

Attachments:

1. Draft Purchasing By-law
2. Reference Guide to Methods of Procurement



By-law No. ###-2023

Purchasing By-law

Consolidated Version *Revised and Verified* ____, 2023

Revision History:	Passed On:
###-2023 (Original)	

Consolidated for Convenience Only

This consolidated copy of a Woolwich Township By-law is for convenient information. While every effort is made to ensure the accuracy of this copy, the original by-law must be consulted for all legal interpretations and applications. For more information or to view by-laws please contact the Clerks Division. This document is available in alternate formats on request.

Table of Contents

Part I. Short Title, Purpose and Scope.....	1
Short Title	1
Purpose.....	1
Scope	1
Part II. Interpretation.....	1
Headings	1
References to Applicable Law	1
Definitions	1
Part III. Objective.....	3
Part IV. Authority.....	4
Part V. Purchasing Guidelines	4
Part VI. Purchasing Processes.....	5
Exemption	5
Low Dollar Value Items	5
Formal Sealed Quotations	6
Tenders.....	6
Proposals	9
Consultants	10
Specifications.....	10
Co-operative Tenders	11
Advertising	11
Notwithstanding Reports	11
Emergency Purchases.....	11
Purchase By Negotiations.....	11
Unsolicited Proposals.....	11
Receiving and Inspection of Goods.....	12
Part VII. Acquisition of Goods and Services from Government Bodies ...	12
Part VIII. Design and Development Service	12
Part IX. Accessibility for Ontarians	12
Part X. Conflict of Interest	12
Part XI. Disposal of Surplus.....	13
Part XII. Payment	13
Part XIII. Legal Claims.....	13
Part XIV. Complaints	13
Part XV. Administration, Conflict and Transition	14
Administration.....	14
Conflict	14
Terms Severable.....	14
Repeal	14
Enactment.....	14

The Corporation of the Township of Woolwich

By-law No. ###-2023

A By-law to Provide for Procurement Procedures and to Repeal By-law No. 71-2015

WHEREAS the Council of the Corporation of the Township of Woolwich has deemed it desirable to have a By-law to provide for fair, transparent and accountable purchasing and tendering procedures and thereby to protect Council, vendors and staff involved in the process by providing clear direction and accountabilities; and

WHEREAS the Council of the Corporation of the Township of Woolwich has deemed it desirable to repeal By-law 71-2015, being the Purchasing By-law and pass a new By-law as herein set out; and

WHEREAS pursuant to Section 270(1) of the Municipal Act, S.O. 2001, c. 25, as amended, a municipality shall adopt policies with respect to procurement of goods and services;

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

Part I. Short Title, Purpose and Scope

Short Title

1. This by-law shall be known as the "The Purchasing By-law".

Purpose

2. This by-law has been enacted to regulate procurement procedures to ensure that purchasing procedures occur in a fair, transparent, and accountable manner.

Scope

3. This by-law shall apply to purchasing and tendering procedures.
4. This by-law shall not apply to the disposition of land/property or leasing of land/property.

Part II. Interpretation

Headings

5. The division of this by-law into parts and the insertion of headings are for convenient reference only and shall not affect interpretation of the by-law.

References to Applicable Law

6. All references to applicable law are ambulatory and apply as amended from time to time.

Definitions

7. For the purposes of this by-law:

"Authority" or "Authorized" means the legal right to conduct the tasks outlined in this By-law as directed by Council and delegated to Department Heads;

"Authorized purchases" are those that have prior approval of Council either through resolution or through the Departmental budget.

Bid Irregularity means a deviation between the requirements (terms, conditions, specifications, special instructions) of a bid request and the

information provided in a bid response. For the purposes of this by-law, bid irregularities are further classified as "major irregularities" of "minor irregularities".

A "major irregularity" is a deviation from the bid request that affects the price, quality, quantity or delivery, and is material to the award. If the deviation is permitted, the bidder could gain an unfair advantage over competitors.

A "minor irregularity" is a deviation from the bid request, which affects form, rather than substance. The effect on the price, quality, quantity or delivery is not material to the award. If the deviation is permitted or corrected, the bidder would not gain an unfair advantage over competitors.

"CAO" means the Chief Administrative Officer of the Corporation of the Township of Woolwich or designate.

"Clerk" means the Clerk of the Corporation of the Township of Woolwich or designate.

"Consultant" means a person or firm, who by virtue of a particular expertise, is hired by the Corporation to undertake a specific task or assignment that may include designing specifications and preparing plans or programs.

"Contract" means any formal legal agreement for supply of goods, services, equipment or construction.

"Corporation" or "Township" means the Corporation of the Township of Woolwich.

"Council" means the Municipal Council of the Corporation of the Township of Woolwich.

"Department" means any Department within the Corporation.

"Department Head" means a member of the Senior Management Team or designate.

"Designate" means a person authorized in writing by the Department Head or by the CAO or Clerk or Treasurer to act on his/her behalf, for the purposes of this By-law.

"Emergency" means an event that occurs, which in the opinion of the Chief Administrative Officer or designate, requires immediate repair or replacement of equipment, services, or facilities in order to maintain a required public service or to prevent danger to life, limb or property within the Township of Woolwich.

"Electronic Bidding (eBidding)" refers to a process by which vendors are required to submit bids to the Township via Township administered online bidding portal.

"Goods and Services" means all supplies, materials or equipment and related procurement services. This may include installation, training, inspection, maintenance and repairs and related procurement services, but does not include land purchases, sales and property leases.

"Lowest Ultimate Cost" means the cost that results in the lowest cost of ownership, operation, or purchase to the Corporation. This cost is arrived at after considering all factors such as price, quality, service, terms and conditions and warranties.

"Mayor" means the elected Mayor of the Corporation, or the person duly appointed to act in place of the Mayor.

"Online Bidding Portal" refers to a third-party secure bidding platform administered online by the Township.

"Procedures" means internal instructions or guidelines to Departments, approved by the Senior Management Team.

"Proposal" means an offer to supply goods or services on which end results are outlined but no detailed specifications given to the Bidders as to the goods or how the work is to be performed.

"Purchase Order" means the legal document that is the Corporation's commitment to the supplier for the value of the goods or services ordered. It is also the supplier's authority to ship and charge for the goods specified on the order. A "Blanket Purchase Order" is an agreement between the Township and a supplier to sell goods for a specified period of time with a dollar limitation.

"Purchasing Agent" means a Department Head or designate.

"Quotation" means a request for prices on specific goods or services obtained formally through a Call for Quotations or informally from selected sources.

"Relationship" means a parent, spouse, child, brother, or sister.

"Registered Bid Taker" refers to a third-party secure bidding platform administered online by the Township.

"Requisition" means a written or electronically transmitted request on an approved form, authorized by a Purchasing Agent, sent to the Treasurer to procure goods or services.

"Responsible" means a Bidder or Offerer who is deemed to be fully technically and financially capable of supplying the goods or services requested in the solicitation.

"Responsive" means a Bidder or Offerer who correctly and completely responds to all of the significant requirements outlined in the solicitation.

"Senior Management Team" means the Senior Management Team of the Corporation of the Township of Woolwich.

"Tender" means an offer in writing by way of a Call for Tender to execute certain specified work or to supply certain specified goods or services at a specific rate in response to the information contained in the Call for Tender.

"Treasurer" means the Treasurer of the Corporation of the Township of Woolwich or designate.

Part III. Objective

8. The objectives of this By-law are to establish and maintain a high level of confidence in the purchasing process by ensuring that the Township of Woolwich's procurement of the goods and services necessary to provide the programs and services of the municipality is carried out in an open, fair, consistent, efficient, and competitive manner that strikes a balance between public accountability, competition, quality, and innovation. Therefore, the Township of Woolwich is committed to:
 - a. Basing all acquisition decisions for goods on total acquisition costs from suppliers who meet the Township's requirements for quality, delivery, and warranty.
 - b. Ensuring that the Township's requirements for goods and services are met through an open and fair process that provides the highest possible degree of competition and value to the Township.
 - c. Encouraging innovation in purchasing and acquisition whether it be through partnerships, purchasing co-operatives, joint contracts or any other mechanism that best meets the interests of the municipality while maintaining the integrity of this By-Law.

- d. The purchase of goods and services with a pro-active approach to climate change and the preservation of the natural environment, and to encourage the use of environmentally sensitive products and services. All purchases will include due consideration of the long-term environmental impacts, to balance fiscal responsibility with social and environmental values.
- e. Ensuring when and where appropriate, consideration is given to the accessibility of the goods and services for persons with disabilities.
- f. Ensuring that purchasing decisions are free of any conflict of interest between suppliers and Members of Council, officials or employees and members of their immediate families.
- g. Ensuring that, all other things being equal, the Township will seek to purchase Canadian goods and services from local (i.e. Woolwich Township), regional, provincial or national sources, that still holds the best value for ratepayers of Woolwich.

Part IV. Authority

- 9. This By-law authorizes Department Heads and their designates to act as legal Purchasing Agents for the Corporation of the Township of Woolwich.
- 10. Subject to statutory requirements and where all the requirements of this By-law have been met, the Mayor and Clerk are authorized to execute contracts and any ancillary documents that have been prepared in a form satisfactory to the Township Solicitor, when applicable, except where otherwise excepted in the By-law.
- 11. For purchases included within the Council endorsed Municipal Budget:
 - a. The Treasurer shall have signing authority up to \$150,000.00.
 - b. The CAO shall have signing authority up to \$150,000.000 if less than 3 competitive quotations are received.
- 12. The Treasurer shall monitor adherence to the provisions of this By-law and the procedures adopted for its use. Failures to comply with the provisions of the By-law and the procedures shall be reported to the Senior Management Team and may be cause for disciplinary action up to, and including, dismissal.

Part V. Purchasing Guidelines

- 13. Responsibilities of Purchasing Agents:
 - a. To ensure that, except as otherwise stipulated, purchases of goods, services or equipment are made on a competitive basis, in keeping with accepted public purchasing practices and in accordance with the applicable federal, provincial and municipal laws.
 - b. To ensure that purchases are made at the lowest ultimate cost, with due consideration to the importance of quality and service, and in accordance with the approved policies and procedures of the Corporation.
 - c. To, wherever possible, promote and coordinate standardization of goods with the cooperation of all Departments and where beneficial to the Corporation, participate with other levels of government and other local agencies in co-operative purchasing plans.
 - d. To advise on and approve the practicability of specifications to ensure a maximum number of competitive bids and vendor's ability to supply.
 - e. To be responsible for the return of all supplies and termination of all contracts that do not meet the specifications set out in the Purchase Order or contract.

- f. To have regard for the accessibility of persons with disabilities in consideration of goods and services purchased by the Township.
 - g. Whenever possible and economically feasible, the Township will ensure that purchasing specifications provide for consideration of environmental characteristics and increase the use of environmentally responsible goods and services.
14. Except in accordance with this By-law, Purchasing Agents shall not:
- a. Order goods that have not been provided for in the annual budgets of each Department.
 - b. Split a purchase to avoid any of the purchasing processes outlined in this By-law.
 - c. Make or authorize personal purchases.
 - d. Solicit in-house bids in competition with outside firms.

Part VI. Purchasing Processes

15. The dollar amounts shown in this By-law setting parameters for the purchasing process, except as otherwise stated, shall be the total cost excluding taxes and freight.
16. Upon authority of a resolution of Council or a written purchase requisition properly signed and authorized by a Purchasing Agent, the Treasurer shall, except as otherwise provided in this By-law, issue Purchase Orders for the acquisition of all goods, equipment and services.
17. Blanket Purchase Orders are permitted under this By-law. All invoices related to a blanket Purchase Order must be applied to the vendor’s blanket order, including individual invoices less than \$10,000.00.

Exemption

18. The following items are exempt from the purchasing process and Purchase Order requirements under Part IV of this By-law, and will be paid by the Treasurer upon receipt of an invoice signed by a Purchasing Agent and the Department Head certifying that the goods or services have been received along with appropriate general ledger account coding:

Exception	Description
Items < \$10,000.00	Items < \$10,000.00
Training and Education	Conferences, Conventions, Courses, Seminars, Memberships, Staff Workshops, Subscriptions
Refundable Employee Expenses	Advances, Meal Allowances, Miscellaneous Non-Travel, Travel Expenses, Entertainment Expenses
Employer’s General Expenses	Payroll Deductions, Medicals, Licenses, Debenture Payments, Insurance Premiums, Grants to Agencies, Damage Claims, Petty Cash Replenishment, Tax Remittances, Refunds, Building Lease Payments, Postage, Freight Charges, Township Vehicle Fuel and Maintenance, Charges to or from other government agencies, Annual Information Technology Maintenance Agreements for Software/Hardware
Professional and Special Services	Committee Fees, Counseling Services, Laboratory Services, Legal Fees, Temporary Help, Banking and Investment Fees, Real Estate Fees, Audit Fees, Insurance Adjuster Fees, Honorarium, Arbitrator Fees
Utilities	Water and Sewer, Hydro, Gas, Telephone (including Cell Phone), Internet Charges

Low Dollar Value Items

19. Where the requirement for goods or services has an estimated **value less than \$75,000.00**, the Purchasing Agent, with a properly signed or electronically transmitted requisition, is empowered to make the purchase from such suppliers and upon such terms and conditions that are best for the Corporation. The Purchasing Agent is to solicit two competitive written

quotations between **\$20,000.00 and \$40,000.00** and three written quotations between **\$40,000.00 and \$75,000.00** whenever possible. These quotations must be submitted to the Treasurer with the purchase requisition. Where it is deemed that it is not possible to obtain the number of quotations specified under this section, an explanation must be provided with the purchase requisition.

Formal Sealed Quotations

20. Where the requirement for goods or services is estimated to cost **\$75,000.00 or more, but less than \$150,000.00**, the Purchasing Agent will work with the Treasurer and the purchase will be posted and administered through the Online Bidding Portal. The requirement to publicly post through the Online Bidding Portal may be waived if deemed in the best interests of the Township by the Treasurer.

Tenders

21. All requirements for goods, services, equipment or construction for **\$150,000.00 or more**, shall be posted and administered through the Online Bidding Portal and be awarded by Council approval.
22. The Treasurer, in consultation with the Purchasing Agent, will determine whether or not Bid Bonds and Performance and Labour bonding are required, subject to the following:
- a. In general, Bid Bonds and Performance and Labour bonding will be required for construction purchases over \$200,000.00. Purchases of lesser value may include bonding requirements. The need for bonding, if it is deemed in the best interest of the Township, will be decided by the Treasurer.
 - b. Where tender deposits are required, the Treasurer shall determine the form of deposit. Under no circumstances will interest be paid on tender deposits.
 - c. Where a tender deposit is required in connection with a contract for roadwork or the construction of bridges, sidewalks or other pedestrian facilities, the amount of tender deposit shall be in accordance with Ministry of Transportation guidelines or past accepted practice.
 - d. Where a tender deposit is required in connection with a contract for the construction or demolition of a building, the amount of the deposit shall be in accordance with past accepted practice.
 - e. In cases where the amount of the contract is not likely to represent the importance or extent of the contract, the Treasurer may increase or decrease the amount of the tender deposit otherwise required or not require a deposit.
 - f. The Treasurer shall retain, in safekeeping, the deposits of all tenders until an award has been determined, accepted, and a contract executed.
 - g. Should a tender not be awarded, the Treasurer shall forthwith arrange the return of tender deposits to the Bidders.
 - h. The tender deposit may be used to mitigate costs or damages to the Corporation where a successful Bidder fails to execute the contract or furnish any required documents within ten calendar days or as specified within the tender documents after notice to them to do so, or where a Bidder withdraws their tender after tenders have been opened.
23. The Treasurer and the Purchasing Agent shall prepare all tender documents. These documents shall provide clear instructions, specifications, terms and conditions of the contract and shall include the following items:
- a. The tender package, which provides the following:

- i. Name and address of the Township.
 - ii. Instructions on how tenders are to be submitted through the Online Bidding Portal.
 - iii. The closing date and time.
 - iv. The contract or tender number.
 - v. The name or general description of the tender.
- b. The tender form, which provides the following:
- i. A statement by the Bidder that the Bidder reviewed and understands the tender documents and that the Bidder is capable of and willing to perform the requirements of the contract and enter into a legal agreement with the Corporation in regard thereto.
 - ii. An execution by the Bidder. Where the tender is submitted by a corporation, it shall be signed by the duly authorized officer or officers of the corporation, or in the case of a partnership, by all signing partners.
 - iii. Irrevocable period of the tender response.
 - iv. The time limit for signing the contract shall be clearly stated; and
 - v. The following terms:
 - 1. "The Corporation reserves the right, in its sole discretion, to reject any or all bids, and the lowest or highest bid, as the case may be, will not necessarily be accepted."
 - 2. "Notwithstanding and without restricting the generality of the statement immediately above, the Township of Woolwich shall not be required to award or accept a tender, or recall the tenders at a later date:
 - a. When only one bid has been received as a result of a tender call.
 - b. Where the lowest Bidder exceeds the estimated costs of the goods or service.
 - c. When all bids received fail to comply with the specifications of tender terms and conditions.
 - d. Where a change in the scope of work or specifications is required.
 - c. Terms and conditions of the specific tender as well as the Township's standard terms and conditions document.
 - d. Special provisions where applicable.
 - e. Specifications.
 - f. Evaluation criteria, where applicable.
24. Tender documents for construction contracts may, in addition to the above, also include:
- a. Drawings and plans.
 - b. Agreement documents.
 - c. Requirements for contract securities.
 - d. Requirements for evidence of good standing with the WSIB.
 - e. Requirements for Liability Insurance and Certificates.
 - f. Requirements for Occupational Health and Safety Policies.

25. The Finance Department may provide the tender documents upon every Bidders request accompanied by payment of any required fee, through the online bidding platform, if applicable.
26. The Treasurer may from time to time pre-qualify persons or firms or obtain desired information for any bid call where it is in the best interest of the Township.
27. At the discretion of the Treasurer, and with the possible addition of information supplied by the Purchasing Agent, invitations to tender, and requests for quotations and proposals may be sent to potential Bidders, through the Online Bidding Portal to ensure the best possible response to the call.
28. Where it is deemed necessary by the Corporation to revise the tender documents an addendum shall be posted on the Online Bidding Portal and every registered bidder will be sent an electronic notice that an addendum has been issued. Where it is deemed necessary by the Corporation to extend the closing date, every registered bidder will be notified through an addendum posted on the Online Bidding Portal.
29. Where it is deemed necessary by the Corporation to cancel a tender call, every registered bidder shall be electronically notified through the Online Bidding Portal. Where a tender call is cancelled prior to closing, no tenders shall be accepted.
30. All Bidder questions and inquiries are to be submitted through the Online Bidding Portal. These questions and their respective answers shall be written and issued as an addendum to the Online Bidding Portal prior to closing. Any questions posed by Bidders during meetings, site visits or information sessions will be encouraged to submit their questions through the Online Bidding Portal.
31. It is the responsibility of the registered Bidder to review and acknowledge and addenda through their submission.
32. A Bidder who has submitted a tender may request, through the Bidding Portal, that their tender be withdrawn. The withdrawal request shall be allowed if the request is made before the closing time for the contract to which it applies.
33. Tender results will be made available through the Online Bidding Portal as soon as possible after the closing date and time.
34. The Treasurer may reject a tender if submissions are not in compliance with the tender document.
35. A report respecting the award of the contract shall be prepared by the Purchasing Agent within the timeframe specified in the tender summary and shall remain confidential until it is distributed to Council.
36. By way of the Tender Report to Council, justification must be made for a recommendation to award in those cases where less than three bids are received.
37. In considering a contract award, the Purchasing Agent shall recommend that the award of the contract be made to the lowest responsive and responsible Bidder. In determining the "responsive and responsible Bidder", the Purchasing Agent and Treasurer shall consider the following, assuming the bid contains no major irregularities:
 - a. The Bidder's ability, capacity and skill to perform the work.
 - b. Whether the Bidder can perform the contract promptly or within the time specified without delay or interference.
 - c. The quality of performance of previous contracts or services.
 - d. The sufficiency of the financial resources and ability of the Bidder to perform the contract.

- e. The quality, availability and adaptability of the supplies or services to the particular use required.
 - f. The number and scope of conditions attached to the tender.
 - g. Any other evaluation criteria as indicated in the tender document.
38. The Purchasing Agent shall note in the report to Council every improper tender and shall state the reason the tender is considered improper.
39. If two or more identical low bids are received, the following criteria will be used to consider breaking a tie:
- a. Prompt payment discount.
 - b. The bidder offering the best delivery date will be given preference.
 - c. A bidder in a position to offer better after sales support, with a good record in this regard, be given preference.
 - d. A bidder with an overall satisfactory performance record be given preference over a bidder that is either known to have unsatisfactory performance record or a bidder not familiar with the Township.
40. The Purchasing Agent will prepare the award report and outline which method(s) was used to break the tie.
41. The Treasurer or the Purchasing Agent, following the approval of Council of the award of the contract, shall notify the successful Bidder. Where a formal contract is required, and approved by the Township's solicitor, if necessary, it shall be submitted to the successful Bidder for execution.
42. As soon as the executed contract, and any other required documents are returned to and found acceptable by the Corporation, the tender deposits of the successful Bidder and the other Bidders shall be returned to them. Performance bonds from the successful Bidder shall be retained.
43. Where a contract has been awarded and the successful Bidder fails to execute the contract or any other required documents within the specified time, the Treasurer may:
- a. Grant the successful Bidder additional time to fulfill the requirements; or
 - b. Award the contract to the second lowest Bidder.
44. Except as otherwise provided, no work may commence or commitment to purchase goods shall be entered into, until such time as an official Purchase Order has been issued and all necessary documents and approvals received.
45. Where the Corporation contracts work out in an agreement with the private sector, the policies and procedures of the Corporation will prevail in all tender, quotation and proposal calls.

Proposals

46. Requests for proposals may be called when the requirements for goods or services needed cannot be definitely specified. In these cases a proposal call will be made to obtain specific offers from Bidders to fulfill the requirements for the goods or services at a particular price. The following are the unique components of the proposal process:
- a. Requests for Proposals will clearly establish required project outcome or requirements and contain existing conditions if applicable.
 - b. Requests for Proposals will specifically outline response requirements at time of proposal receipt.
 - c. Requests for Proposals will clearly outline the "evaluation criteria" complete with score values for each criteria that will form the basis of contract award.

- d. A two-envelope system is to be used to isolate cost from material content, unless not deemed necessary under the sole discretion of the Treasurer. A Selection Committee, which must include the Purchasing Agent and Treasurer, is to be identified and will be responsible for weighing vendor responses using established scores identified in the proposal call.
 - e. Proposal unit values or contents of vendor proposal response will not be disclosed and will be held in confidence. Scoring activities of the Selection Committee will also be held in strict confidence. Only the final contract awarded price of the successful Bidder will be available upon award.
 - f. Specific contract documents may be required such as architectural, engineering or construction related standard documents.
- 47. Requests for proposals may include requests for initial expressions of interest from consultants and the subsequent submission of detailed proposals.
 - 48. Proposals for other than consulting services shall be called in accordance with the Purchasing By-law, evaluated by the appropriate Selection Committee and awarded in keeping with proper purchasing and tendering procedures. Proposals for any type of consulting service such as Engineering Studies, Architectural Studies, Feasibility Studies or other similar requirements shall be called and managed according to the "Consultants" section of this By-law.
 - 49. The Treasurer, in cooperation with the Purchasing Agent, shall issue calls for proposals, either by invitation or advertisement.

Consultants

- 50. Where the requirement for Consultant Services is estimated to cost **between \$10,000.00 and \$30,000.00**, the Purchasing Agent will select and recommend approval of the choice of the Consultant to the Department Director and the Treasurer.
- 51. Where the requirement for Consultant Services is estimated to cost **\$30,000.00 or more, but less than \$75,000.00**, a minimum of three written proposals are required and the selection made by a committee of three people, including the Treasurer and Purchasing Agent, and the final approval of the selection by the Senior Management Team. The Selection Committee will determine whether advertising is appropriate.
- 52. Where the requirement for Consultant Services is estimated to cost **\$75,000.00 or more**, a minimum of three written proposals are required and the selection made by a Committee of at least three people, including the Treasurer and Purchasing Agent. The Selection Committee will determine the need to advertise or invite proposals and will proceed through a staged selection process with a final report to Council requesting approval of their Consultant choice.

Specifications

- 53. Purchasing Agents shall be responsible for preparing and providing the Treasurer, specifications when required as part of tender and proposal documents. The Treasurer shall review all specifications, terms and conditions and have the authority to recommend changes.
- 54. Purchasing Agents shall review their contracts and tender specifications for goods and services, to ensure that wherever possible and economical, specifications are amended to provide for expanded use of products and services that contain post-consumer recyclable waste and/or recyclable content to the maximum level allowable, without significantly affecting the intended use or performance of the product or service. It is also recognized that a cost analysis may be required in order to ensure that the products are made available at competitive prices in order to increase the development and awareness of Environmentally Sound Products.

Co-operative Tenders

55. Purchases made through co-operative buying procedures involving the Corporation require approval of Council only where the Corporation's portion of the purchase will be or exceeds \$120,000.00 in value, excluding taxes and freight.

Advertising

56. Advertising for tenders, quotations or proposals , if deemed necessary, will be determined by the Treasurer and Purchasing Agent.

Notwithstanding Reports

57. Any reports to Council requesting authorization to proceed with a procurement of goods and/or services where the process to be used is outside of that provided for in this By-law, said report shall be forwarded to the Treasurer for review and comment prior to the review by the Senior Management Team.

Emergency Purchases

58. When an emergency occurs, the Treasurer has the authority to issue a Purchase Order, upon receiving a written or verbal request from a Purchasing Agent and approval from the CAO, for the goods or services required.
59. After the emergency is over, any expenditure over and above this By-law's authorization, shall be reported according to the requirements of the By-law.
60. Where the emergency falls within the scope of the Township of Woolwich Emergency Plan, the terms of that document shall apply.

Purchase By Negotiations

61. The Purchasing Agent may under the following conditions negotiate with one or more Bidders and in such cases the requirement for inviting tenders or quotations is waived:
- a. When in the judgment of the Purchasing Agent, goods are judged to be in short supply due to market conditions.
 - b. Where there is only one source of supply for the goods or services.
 - c. Where two or more identical bids have been received.
 - d. Where the lowest tender or quotation meeting specifications substantially exceeds the estimated cost, and it is impractical to recall the tender or quotation.
 - e. When all bids received fail to meet the specifications or tender terms and conditions, and it is impractical to recall tenders or quotations.
 - f. When no bids are received in a tender or quotation call.
 - g. When only one bid is received in a tender or quotation.
62. When negotiations are deemed necessary, they shall be carried out in consultation with the Treasurer.
63. Any negotiated purchase contract for \$120,000.00 or more in value, excluding taxes and freight, shall be subject to approval from Council.
64. The methods of negotiation shall be those accepted as standard negotiating procedures that employ fair ethical practices, as outlined in the Purchasing code of ethics of the Purchasing Management Association of Canada and the National Institute of Governmental Purchasing.

Unsolicited Proposals

65. Purchasing Agents shall review unsolicited proposals received by the Township. Any procurement activity resulting from the receipt of an unsolicited proposal shall comply with the provisions of this By-law. A contract resulting from an unsolicited proposal shall be awarded on a non-

competitive basis only when the procurement requirements comply with the non-competitive procurement policies and procedures.

Receiving and Inspection of Goods

66. When a shipment is received, the Receiver is responsible to ensure that there is no evidence of damage and that the goods and quantities described in the Bill of Lading are correct.
67. In the event that there are discrepancies, the Receiver is responsible to note the details on the Bill of Lading and, if possible, the delivery agent should sign the Bill of Lading to indicate his/her concurrence.
68. Bills of Lading, Freight bills and/or packing slips should then be signed by the Receiver and forwarded to Accounts Payable.

Part VII. Acquisition of Goods and Services from Government Bodies

69. Purchasing Agents may acquire any goods or services from a federal, provincial or municipal body, ministry, agency, board, corporation or authority when similar goods or services are not available from other sources or in the case of Provincial or Federal Standing Agreements, the Purchasing Agent may take advantage of these opportunities if they are deemed to be in the best interest of the Township.

Part VIII. Design and Development Service

70. Suppliers, potential suppliers and consulting firms shall not be requested to expend time, money, or effort to design or in developing specifications or otherwise help define a requirement beyond the normal level of service expected. Should such extraordinary services be required, the Senior Management Team will be advised. If there is no alternative but to request such services, then the company providing same shall be compensated at a predetermined fee. The resulting specifications shall become the property of the Corporation for use in obtaining competitive bids.
71. Suppliers or Consultants who provide design services and/or specifications for work to be tendered or quoted shall not be permitted to submit a bid for said work.

Part IX. Accessibility for Ontarians

72. The Township of Woolwich is required to incorporate accessibility criteria and features when designing, procuring or acquiring goods, service or facilities and self-service kiosks. Staff must consider the barriers of citizens and employees with various disabilities and look for options to better fit everyone's needs. If it is not possible to incorporate accessibility criteria, staff must be prepared to provide an explanation (if asked) as to why accessibility features were not included.

Part X. Conflict of Interest

73. Elected officials are expected to avoid actual or perceived conflicts of interest and are to abide by the provisions of the Municipal Conflict of Interest Act. In the case of a tender or request for proposal, the Treasurer shall not open and consider any bid from an elected official of the Township, when the involvement of an elected official is known, unless the elected official obtains approval from Council prior to the close of the bid. The Treasurer shall report other routine purchases from elected officials to Council, when the involvement of an elected official is known, prior to the award of a contract or the acquisition of goods or services, for Council's information, without any action required on the part of Council, unless Council wishes to provide alternative direction to staff.

74. Officers and employees of the Corporation are to avoid actual or perceived conflicts of interest in accordance with the Township's Conflict of Interest Policy.
75. No Council member or employee of the Township may purchase goods or services for personal use through the Corporation unless authorized by Council or the Department Head and the CAO.
76. Except in accordance with this By-law, no elected official, officer or employee of the Township shall have contact with a person, or any officer, employee or agent of the person who has submitted a bid to the Township, unless the bid call has been awarded, the contact is for the purpose of receiving a complaint or the contact is for a purpose entirely unrelated to the bid or contract.

Part XI. Disposal of Surplus

77. Where any goods are surplus, obsolete or unrepairable, they shall be declared surplus.
78. When no other use can be found for these items in other Departments, they shall be added to the surplus list and at the discretion of the Treasurer, disposed of through public auction, tender or quotation, whichever is in the best interest of the Corporation.
79. At the discretion of the Treasurer and in consultation with the affected Department Head, rolling stock that is declared surplus may be offered, for a fair price, to other municipal agencies within the Region of Waterloo prior to public disposal.
80. Where the item has limited market value the Treasurer may, to the benefit of the Corporation, dispose of the item in a manner other than the ones listed above.

Part XII. Payment

81. The Treasurer shall honour and pay for all goods or services covered by a Purchase Order Contract, Progress Certificate on Construction or other authorized purchase methods available to Township Departments.
82. No prepayment of all or part of any goods, services or equipment shall be made unless provision for it is included in the Purchasing agreement as evidenced by a tender, Purchase Order, or other form of purchasing contract.

Part XIII. Legal Claims

83. No tender, proposal or quotation will be accepted from any company inclusive of its subcontractor, which has a claim or instituted a legal proceeding against the Township or against whom the Township has a claim or instituted a legal proceeding with respect to any previous contract, without prior approval by Council.

Part XIV. Complaints

84. Resolution of a complaint from any vendor shall not cause delay in awarding contracts.
85. Any vendor complaint shall first be directed to the Treasurer. If the Treasurer is unable to resolve the complaint, it shall be brought to the attention of the Senior Management Team. If the Senior Management Team is unable to resolve the complaint, the matter shall be brought before Council for final resolution.

Part XV. Administration, Conflict and Transition

Administration

- 86. The Treasurer will bring forward from time to time, amendments to this By-law to update, whether adding new clauses or adjusting those currently in force.
- 87. In this By-law, unless the context requires otherwise, words importing the singular shall include the plural and words importing the masculine gender, shall include the feminine.

Conflict

- 88. In the event the provisions of this by-law are inconsistent with the provisions of the Municipal Act, its Regulations or any other Act, the provisions of the Act or Regulation shall prevail.

Terms Severable

- 89. The terms and provisions of this by-law shall be severable and should any term or provision be found by a court of competent jurisdiction to be legally unenforceable, in operative or invalid, the remainder of the by-law shall continue to be in full force and effect.

Repeal

- 90. The following by-laws are repealed:
 - a. Purchasing By-law 71-2015

Enactment

- 91. This by-law shall come into full force and effect on the date it is passed at which time all by-laws, policies and resolutions that are inconsistent with the provisions of this by-law are hereby repealed insofar as it is necessary to give effect to the provisions of this by-law.

FINALLY PASSED AND ENACTED this [day] day of [Month], 2023.

Mayor

Clerk

F19-2023 Attachment 2



TOWNSHIP OF WOOLWICH
REFERENCE GUIDE TO METHODS OF PROCUREMENT

METHOD OF PROCUREMENT		TYPE OF QUOTATION	SOURCE OF APPROVAL	PURCHASE DOCUMENTS	REPORTING STATUS
GOODS AND SERVICES					
Current	Proposed				
a. Under \$2,000	a. Under \$10,000	N/A	Department Head	Direct acquisition	N/A
b. \$2,000 - \$5,000	b. \$10,000 - \$20,000	N/A	Department Head	Purchase Requisition & Purchase Order	N/A
c. \$5,000 - \$10,000	c. \$20,000 - \$40,000	Two written quotations	Department Head	Purchase Requisition & Purchase Order	N/A
d. \$10,000 - \$40,000	d. \$40,000 - \$75,000	Three written quotations	Department Head	Purchase Requisition & Purchase Order	N/A
e. \$40,000 - \$75,000	e. \$75,000 - \$150,000	Three written quotations Formal Sealed Quotation	Department Head & Treasurer	Purchase Requisition & Purchase Order	N/A
f. Over \$75,000	f. Over \$150,000	Sealed Tender or Proposal	Council	Purchase Requisition & Purchase Order	Report to Council required for approval
CONSULTANTS					
a. Under \$10,000	a. \$10,000 - \$30,000	N/A	Department Head & Treasurer	Purchase Requisition & Purchase Order	N/A
b. \$10,000 - \$40,000	\$30,000 - \$75,000	Three written proposals	Senior Management	Purchase Requisition & Purchase Order	N/A
c. Over \$40,000	c. Over \$75,000	As determined by Committee	Committee	Purchase Requisition & Purchase Order	Report to Council required for approval

***Please Note:** Purchasing Agents shall inform Finance of any perceived or known involvement of any elected official of the Township in order to avoid conflict of interest

COUNCIL'S OUTSTANDING ACTIVITY LIST
As of November 30th, 2023

Discussion Date	Title/Action Required	Assigned To	Projected Date of Completion	Updates/Notes
Ed in O – October 20, 2015 R - May 29, 2017 R- August 22, 2017 R – May 29, 2018 R – April 1, 2019 R – August 26, 2019 R – September 23, 2019 R – December 9, 2019 R – October 28 th , 2021	Monitoring of Transit Issues: Elmira Community Bus, Breslau on Demand Pilot program	CAO	The project is in an ongoing monitoring state.	Breslau On Demand - The pilot was launched in 2022 and will be delivered with a small or mid-sized bus and operate in residential, employment, and commercial areas in Breslau. Regional Council has decided to extend the existing Elmira Community Bus operation for an additional one-year timeframe.
O – May 16, 2017 R – July 4, 2017 R – August 22, 2017 R – September 12, 2017 R – December 9, 2019 R – March 2, 2022	Taxation of Old Order Mennonite Churches	DS	Later in 2023	Updated policies to allow severance of churches have been incorporated in the Township Official Plan to be approved by the Region. To be included in part two of the ROPP review.
O – November 14, 2023	WEAC Request for Tree By-law	DS	TBD	Explore the development of a tree by-law to protect the Township's tree canopy.

COUNCIL'S OUTSTANDING ACTIVITY LIST
As of November 30th, 2023

Discussion Date	Title/Action Required	Assigned To	Projected Date of Completion	Updates/Notes
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Commitments with Unplanned/Unknown Financial Implications				
Meeting Date	Title/Project	Assigned To	Projected Date of Completion	Commitment/Updates/Notes
O - October 1, 2019 R – December 9, 2019	Resolution to Declare a Climate Emergency and Implementation of a Corporate Carbon Budget	CAO / FIN / RCS	Tied to the implementation of the TransformWR Strategy	<p>Council passed a resolution which was confirmed at the October 1, 2019, Council meeting to declare a climate emergency and implement a corporate carbon budget.</p> <p>A Region wide group is to be established to create a plan.</p> <p>Until this joint group is established, it was noted that the township has begun to address climate action strategies with respect to:</p> <ul style="list-style-type: none"> • development applications • implementation of updated Building Code regulations • update to the Zoning by to reflect electric vehicles • investigation into green options for infrastructure projects