



# **The Corporation of the County of Wellington**

## **Roads Committee**

### **Agenda**

February 9, 2016

9:00 am

County Administration Centre

Keith Room

Members: Warden Bridge; Councillors Williamson (Chair), Breen, Driscoll, Linton

---

	Pages
1. Call to Order	
2. Declaration of Pecuniary Interest	
3. Speed Limit Adjustment, WR 24	2 - 3
4. Speed Limit Adjustment, WR 124	4 - 5
5. Structure #00075 Transfer	6 - 7
6. Maintenance Agreement with Wellington County Member Municipalities	8 - 16
7. Accessibility	17 - 25
8. Closed Session	
9. Rise and Report	
10. Adjournment	

Next meeting date March 8, 2016 or at the call of the Chair.



# COUNTY OF WELLINGTON

---

## COMMITTEE REPORT

**To:** Chair and Members of the Roads Committee  
**From:** Gordon J. Ough, P. Eng., County Engineer  
**Date:** Tuesday, February 09, 2016  
**Subject:** **Speed Limit Adjustment, WR 24**

---

### Background:

Currently the speed limit on WR24 approaching Hillsburgh from the Dufferin County end changes from 80km/hr to 40km/hr (see attached). A by-law is required to authorize a 60km/hr zone between the 80km/hr zone and the 40km/hr zone to provide a more gradual transition from 80km/hr to 40km/hr. The addition of the 60km/hr zone is intended to assist the traveling public, and particularly heavy trucks, to adhere to the 40km/hr speed limit coming down the hill and into the downtown area of Hillsburgh.

### Recommendation:

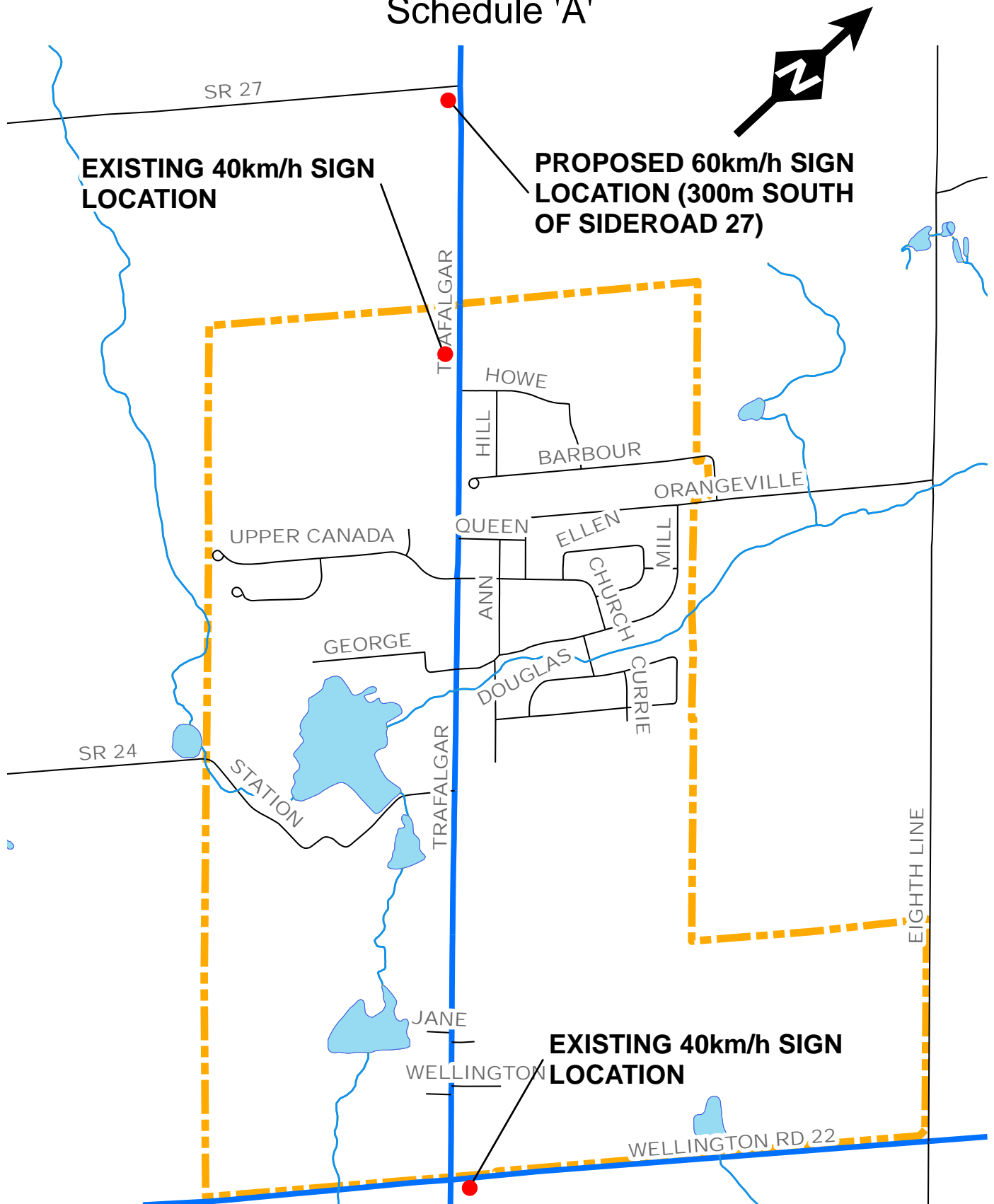
That staff be directed to prepare a by-law to regulate traffic speed on County Roads and forward to County Council for adoption.

Respectfully submitted,

A handwritten signature in cursive script, reading "Gordon J. Ough".

Gord Ough,  
County Engineer

# Schedule 'A'



Speed Limit Adjustment  
Trafalgar Road (Wellington Road 24)  
Village of Hillsburgh



# COUNTY OF WELLINGTON

---

## COMMITTEE REPORT

**To:** Chair and Members of the Roads Committee  
**From:** Gordon J. Ough, P. Eng., County Engineer  
**Date:** Tuesday, February 09, 2016  
**Subject:** **Speed Limit Adjustment, WR 124**

---

### Background:

Currently the speed limit on WR 124, at the intersection of WR124 and Erin Park Drive, is 80km/hr (see attached). For traffic travelling to Erin in WR 124 from the Peel Region end, the speed limit changes to 50km/hr just after the intersection with Erin Park Drive. Slow moving truck traffic uses this intersection regularly to access the adjacent industrial subdivision.

A by-law is required to expand the 50km/hr zone slightly so that the intersection of WR 124 and Erin Park Drive lies within it.

### Recommendation:

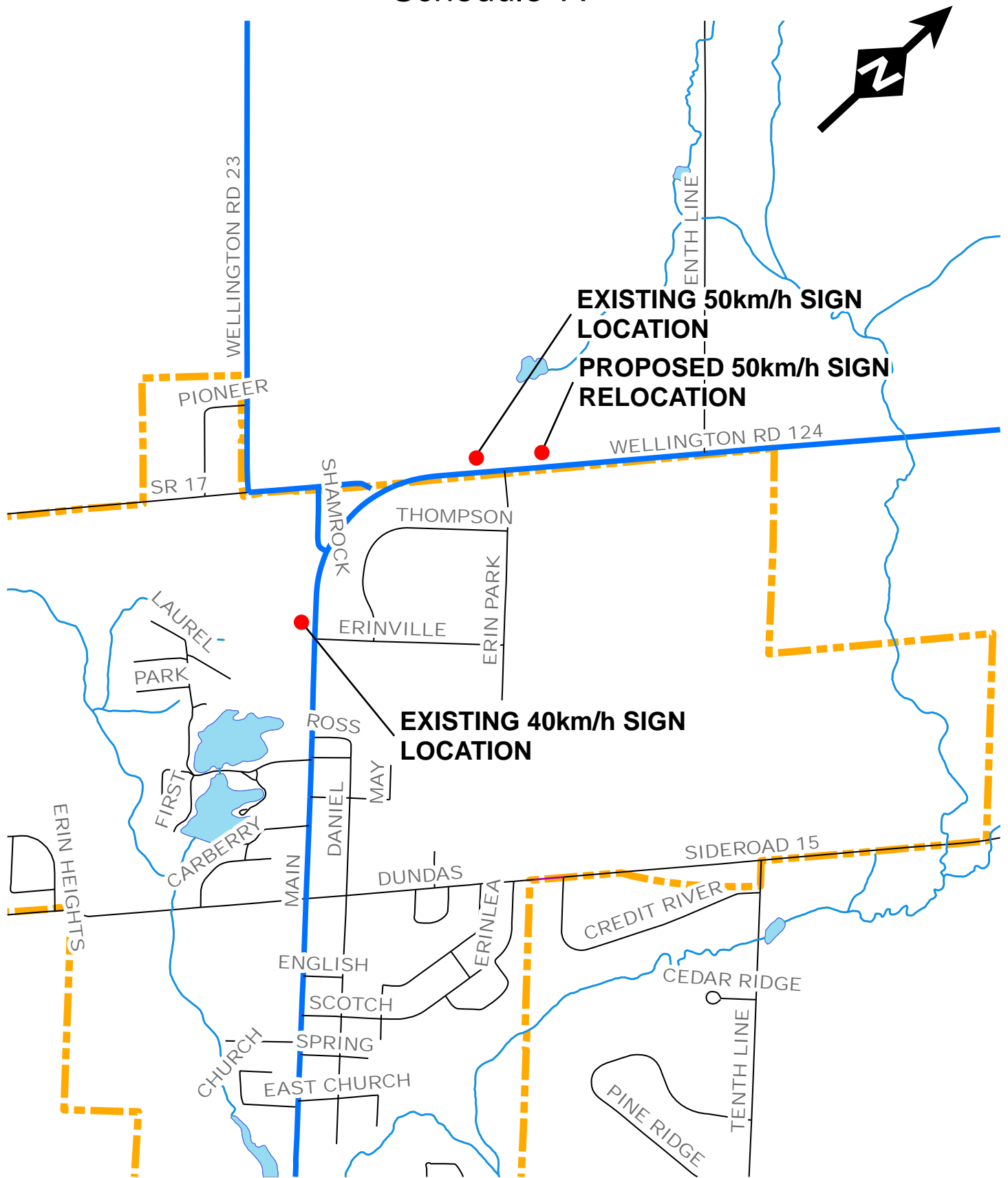
That staff be directed to prepare a by-law to regulate traffic speed on County Roads, and forward to County Council for adoption.

Respectfully submitted,

A handwritten signature in cursive script, reading 'Gordon J. Ough'.

Gord Ough,  
County Engineer

# Schedule 'A'



Speed Limit Adjustment  
Wellington Road 124  
Village of Erin



# COUNTY OF WELLINGTON

---

## COMMITTEE REPORT

**To:** Chair and Members of the Roads Committee  
**From:** Gordon J. Ough, P. Eng., County Engineer  
**Date:** Tuesday, February 09, 2016  
**Subject:** **Structure #00075 Transfer**

---

### Background:

Structure #00075 located on the Eramosa-Erin Townline south of WR124 was built in 1915 and is one of the bridges known as a "County Bridge on a Local Road".

In February 2010 County Council passed the following resolution with respect to "County Bridges on Local Roads":

That the County rebuild or close, if that is deemed appropriate, those bridges designated as County Bridges on Local Roads on a priority basis, thereafter, the responsibility of the bridge be returned to the local municipality.

In 2013 Structure #00075 was rebuilt and the warranty period is complete.

A resolution and by-law are required in order to transfer ownership of the bridge jointly to the Township of Guelph/Eramosa and the Town of Erin.

### Recommendation:

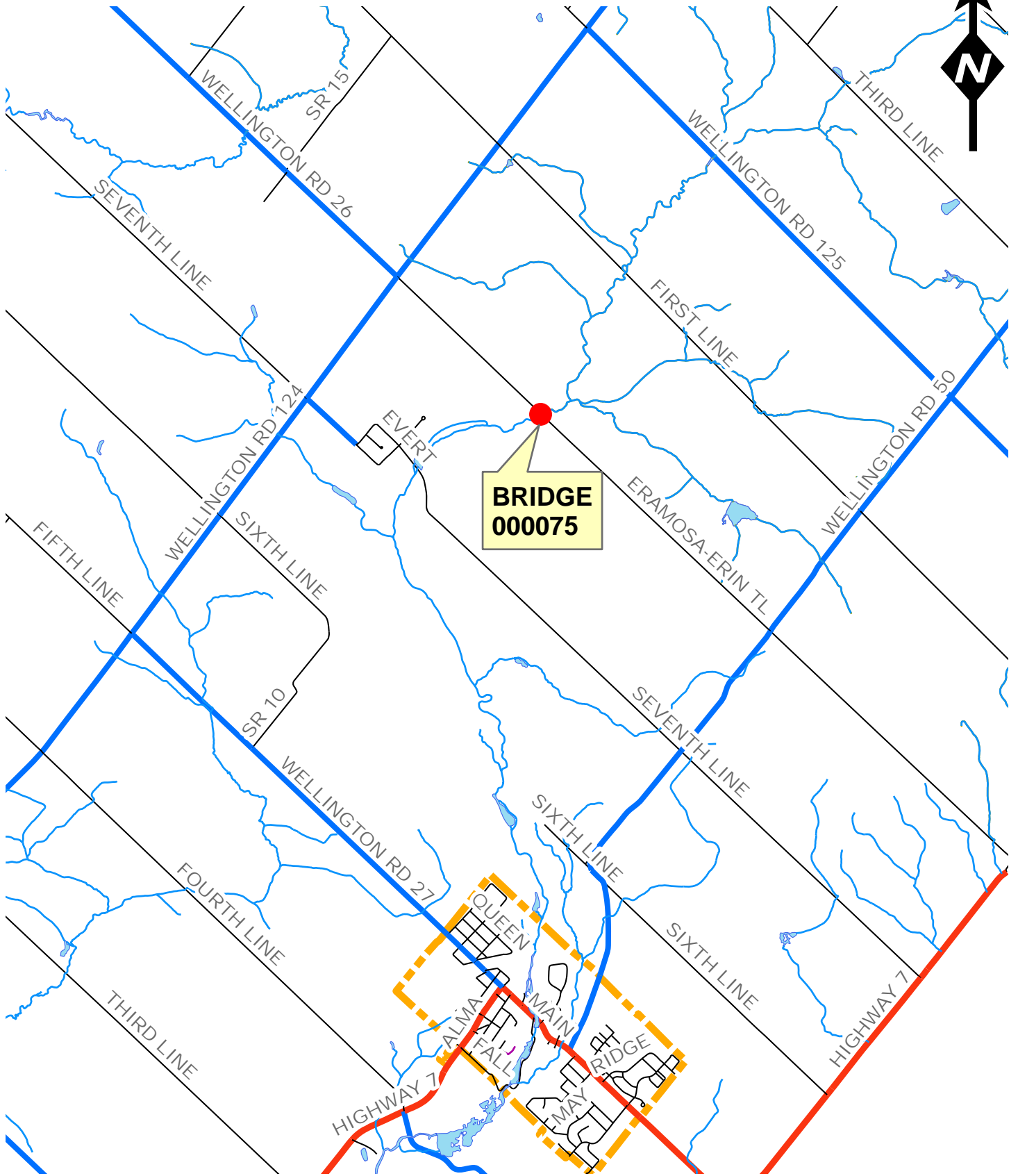
That staff be directed to prepare a by-law to transfer ownership of Structure #00075 jointly to the Township of Guelph/Eramosa and the Town of Erin, and forward to County Council for adoption.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Gordon J. Ough".

Gord Ough,  
County Engineer

# Schedule 'A'



Location Map  
Bridge 000075  
Eramosa-Erin Townline



# COUNTY OF WELLINGTON

---

## COMMITTEE REPORT

**To:** Chair and Members of the Roads Committee  
**From:** Gordon J. Ough, P. Eng., County Engineer  
**Date:** Tuesday, February 09, 2016  
**Subject:** Road Maintenance Sharing Report

---

### Background:

Over the years the County has carried out a variety of maintenance operations within urban areas of the County, not all consistently across the County. Agreements between County Foremen and local Road Superintendents were common; such as sharing the work, exchange of services or one party paying for the work done by the other. This worked pretty well except it wasn't consistent across the County. What one foreman did didn't necessarily reflect what was done by another nor how it was done

Mr. Paul Johnson, the Counties Operations Manager, has had conversations related to this proposed agreement with the Roads Superintendents/Directors of Public Works of the County's member municipalities over the past couple of years. Mr. Johnson reports that all those he has talked to are in favor of formalizing what has been, in most cases, long standing but informal arrangements

The latest draft of one of the agreements is attached for Committee's information.

### Recommendation:

That the Maintenance Agreement, between the County of Wellington and its 7 member municipalities, based on the draft agreement referenced above, be finalized as soon as practical.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read 'Gordon J. Ough'.

Gord Ough,  
County Engineer



# SAMPLE AGREEMENT

## MAINTENANCE AGREEMENT

This agreement made this XX day of XX, 2016.

Between

The Corporation of the County of Wellington  
herein called the “County”  
of the First Part

and

Municipality of The Town of Minto  
hereinafter called the “Municipality”  
of the Second Part

WHEREAS the County wishes to enter into a Maintenance Agreement with the Municipality to clarify who does what.

### **PRE-AMBLE**

Over the years the County has carried out a variety of maintenance operations within urban areas of the County, not all consistently across the County. Agreements between County Foremen and local Road Superintendents were common; such as sharing the work, exchange of services or one party paying for the work done by the other. This worked pretty well except it wasn’t consistent across the County. What one foreman did didn’t necessarily reflect what was done by another nor how it was done. To complicate matters twenty-one former municipalities have amalgamated into seven new municipalities with in most cases new Road Supervisors responsible for areas formerly maintained by others. In addition with the downloading of provincial highways, connecting links which shared responsibility between the MTO and the local municipality have now been given back to the locals who in turn have transferred the roads to the County. Therefore, we have urban areas, which are generally maintained through guidelines used in the former “Connecting Link Agreement” and other areas maintained by “gentlemen’s” agreements between County Foremen and the local Road Manager. The purpose of this Maintenance Agreement is to clarify what the County **IS** responsible for and by default what the County is **NOT** responsible for on County roadways within rural, semi urban and urban centres throughout the County.

**This is not a policy statement of how, when or the level of service to be provided but by whom. This is maintenance agreement only. Capital works will be dealt with through other agreements.**

### **DEFINITIONS**

“bridge” means a public bridge, and includes a bridge forming part of a highway or on, over or across which a highway passes

“century trees” in the context of this policy shall mean trees approximately about 100 years old.

“city”, “town”, “village”, “township” and “county” respectively means a city, town, village, township, or county; the inhabitant of which as a body corporate within the meaning and purpose of the Municipal Act

“highway” means a common and public highway

“local municipality” means a city, town, village and township

“maintenance” or “maintained” means the act of keeping something in a state of good repair .

“municipal water system” means underground system of pipes for residential, commercial and industrial potable water and includes but is not limited to fire hydrants, water services, and valve boxes.

“road” refers specifically to the travelled road surface on a roadway assumed by a road authority.

“roadside” refers to all the elements or conditions which make up the roadway within the jurisdiction of the roadway authority except for the road surface itself.

“roadway” in the contents of this policy means any publicly assumed road right of way, for vehicular traffic and includes the road plus roadside. For “rural” this definition will imply property line to property line. For “semi-urban” and “urban” areas this definition will imply back of curb to back of curb or where there is no curb to front edge of sidewalk or where there is no sidewalks to property line.

“rural” light density agricultural and residentially undeveloped with generally open ditches and generally speed limits of 80 km/hr.

“sanitary sewer system” underground collection system for residential, commercial and industrial liquid waste and includes sanitary sewer manholes.

“semi-urban” medium density residential industrial commercial with open or closed drainage and generally speed limits of 60 km/hr or less.

“shoulder” is that maintained surface immediately adjacent to the traveled surface of the road. The shoulder may be partially or fully hardtop, loose top, grassed or earth. It is not considered a part of the road for this policy.

“storm sewer system” an open ditch including culverts, or buried pipe including catch-basins, manholes, curb and gutter, designed for the purposes of collecting and disposing of storm water.

“urban” all densities, all types, generally closed drains and 50 km/hr or less.

“utilities” means gas, hydro, street illumination, telephone, television cable, and includes valve boxes, overhead or underground cables, or pipes to conduct same.

**RURAL AREAS**

The County will be responsible for all maintenance as per the County standards on all County roadways within rural areas subject to agreement with other road authorities who have been contracted to undertake this work on behalf of the County.

In winter especially it is very difficult for County staff to visually inspect Stop and Stop Ahead signs posted on municipal roads intersecting County roads. As in the course of the municipalities winter maintenance of their respective roads they have an opportunity to observe these Stop and Stop Ahead signs. We would ask municipal staff, for the safety of those traveling on municipal roads, to notify the County, at the Counties Central garage, of any damaged, missing or obstructed sign so that we can correct the deficiency ASAP. The County assumes 100% liability for any action or inaction provided by the municipality in undertaking this visual inspection and reporting.

See Schedule 1

**SEMI URBAN AREAS**

The County will be responsible for all maintenance as per the County standard on all County roadways within a semi-urban area including the storm sewer system, whether open or closed, catch basins and curb and gutter, where applicable.

The County assumes no financial or legal liability for maintenance of any sidewalk, municipal water system, utility or sanitary sewer system which is placed within the County roadway.

In winter especially it is very difficult for County staff to visually inspect Stop and Stop Ahead signs posted on municipal roads intersecting County roads. As in the course of the municipalities

winter maintenance of their respective roads they have an opportunity to observe these Stop and Stop Ahead signs. We would ask municipal staff, for the safety of those traveling on municipal roads, to notify the County, at the Counties Central garage, of any damaged, missing or obstructed sign so that we can correct the deficiency ASAP. The County assumes 100% liability for any action or inaction provided by the municipality in undertaking this visual inspection and reporting.

See Schedule 2

## **URBAN AREAS**

The County will be responsible for all County roadways within an urban area with the following condition and shared costs.

- 1) Where on street parking is provided the County will maintain the equivalent of three traveled lanes. The local municipality will be responsible for the plowing and disposal of snow within the remainder of the right of way subject to the County paying 50% of the cost of snow disposal.
- 2) The County will pay 100% of the cost for the first spring cleanup. All subsequent cleanups will be 100 % cost to the local municipalities
- 3) County will be responsible to paint centre line, stop blocks at intersections with other County Roads as well as painting crosswalks. All special markings such as stop blocks on municipal streets or parking stalls on the County Roads will be 100% cost to the local municipality.
- 4) Traffic signals will be at 100% cost to the County. See Schedule 4
- 5) Traffic signs, route makers, direction signs erected by the County will be 100% to the County. All other signs will be 100% cost to the local municipality.
- 6) Grass mowing, weed sprays, litter pickup will be 100% cost to the local municipality
- 7) Illumination – Unless installed by the County 100% cost will be to the local municipality. Those installed by the County will be 100 % to the County.
- 8) Pavement Patching – 100% to the County unless road surface is open cut for placement of utility in which case the utility company and/or local municipality will be 100% responsible.
- 9) All existing storm sewer works within the limit of the County road allowance will be maintained 100% by the County. Major upgrades to the current system will be done through Capital Works agreements.
- 10) All sanitary sewer system, municipal water systems, utilities will be at 100% by the municipality (During resurfacing the adjustment of all manholes, catch basins, valve boxes will be 100% by the County, at all other times 100% to the municipality or utility company whichever applies.)
- 11) All bridge and culvert maintenance within the County roadway will be 100 % cost to the County.
- 12) All boulevards between curb and sidewalk whether grass, dirt, concrete or asphalt will be 100 % cost to the local municipality.
- 13) All financial or legal liability associated with sidewalks whether concrete, brick, asphalt or dirt will be at 100 % cost to the local municipality.
- 14) All “century trees” will be 100% the responsibility of the County if within the County roadway. They will be 100% the responsibility of the property owner when they are located outside the County roadway.

- 15) Trees planted within the boulevard of urban areas will be 100 % the responsibility of the local municipality to maintain. Any future planting within these boulevards will be permitted only if approved by the County.
- 16) . Stop and Stop Ahead signs fronting onto County Roads to be maintained 100% by the County but in winter especially it is very difficult for County staff to visually inspect these Stop and Stop Ahead signs. As in the course of the municipalities winter maintenance of their respective roads they have an opportunity to observe these Stop and Stop Ahead signs. We would ask municipal staff, for the safety of those traveling municipal roadways, to notify the County, at the Counties Central garage, of any damaged, missing or obstructed signs so that we can correct the deficiency ASAP. The County assumes 100% liability for any action or inaction provided by the municipality in undertaking this visual inspection

See Schedule 3

IN WITNESS WHEREOF the County has hereunto affixed its corporate seal attested by the hands of its Warden and Clerk and the Municipality has affixed its corporate seal attested to by the hands of its proper officers duly authorized in that behalf.

Municipality XXX

THE CORPORATION OF  
THE COUNTY OF WELLINGTON

Per:

Per:

\_\_\_\_\_  
GEORGE BRIDGE - MAYOR

\_\_\_\_\_  
GEORGE BRIDGE, WARDEN

\_\_\_\_\_  
BILL WHITE- CLERK

\_\_\_\_\_  
DONNA BRYCE, CLERK

SCHEDULE 1

RURAL AREA				
Maintenance Activity	Cost Sharing		Performance of Work	
	County	Municipality	County	Municipality
All maintenance activities (1)	100 %		YES (2)	
Visual inspection and reporting of Stop and Stop Ahead Sign issues	100%			YES (3)
<p>Note</p> <p>1) The County assumes no financial or legal liability for maintenance of any sidewalk, municipal water system, utility or sanitary sewer system which is placed within the County roadway.</p> <p>2) Some Winter Maintenance may be carried out by neighbouring County or Regional Road Authorities under Maintenance Agreements, as well as work which is carried out by Local Municipalities at the Counties expense.</p> <p>3) In winter especially it is very difficult for County staff to visually inspect Stop and Stop Ahead signs posted on municipal roads intersecting County roads. As in the course of the municipalities winter maintenance of their respective roads they have an opportunity to observe these Stop and Stop Ahead signs. We would ask municipal staff, for the safety of those traveling on municipal roads, to notify the County, at the Counties Central garage, of any damaged, missing or obstructed sign so that we can correct the deficiency ASAP. The County assumes 100% liability for any action or inaction provided by the municipality in undertaking this visual inspection and reporting.</p>				

SCHEDULE 2

SEMI-URBAN AREA				
Maintenance Activity	Cost Sharing		Performance of Work	
	County	Municipality	County	Municipality
All maintenance activities (1) & (2)	100 %		YES (3)	
Visual inspection and reporting of Stop and Stop Ahead Sign issues.	100%			YES (4)
<p>Note</p> <p>1) The County assumes no financial or legal liability for maintenance of any sidewalk, municipal water system, utility, or sanitary sewer system which is placed within the County roadway.</p> <p>2) As some areas contain a combination open and closed storm sewer system the County will maintain the entire system including where applicable curb and gutter, catch basins and man holes.</p> <p>3) Some Winter Maintenance may be carried out by neighbouring County or Regional Road Authorities under Maintenance Agreements, as well as work which is carried out by Local Municipalities at the Counties expense.</p> <p>4) In winter especially it is very difficult for County staff to visually inspect Stop and Stop Ahead signs posted on municipal roads intersecting County roads. As in the course of the municipalities winter maintenance of their respective roads they have an opportunity to observe these Stop and Stop Ahead signs. We would ask municipal staff, for the safety of those traveling on municipal roads, to notify the County, at the Counties Central garage, of any damaged, missing or obstructed sign so that we can correct the deficiency ASAP. The County assumes 100% liability for any action or inaction provided by the municipality in undertaking this visual inspection and reporting.</p>				

SCHEDULE 3

URBAN AREA				
Maintenance Activity	Cost Sharing		Performance of Work	
	County	Municipality	County	Municipality
Spring clean up	100 %			YES (1)
Centreline, stop blocks, crosswalks	100 %		YES	
Special marking Stop blocks on municipal streets, parking stalls		100 %		YES (2)
Traffic signals	100 %		YES (3)	
Traffic signs, route markers, other signs erected by the County	100 %		YES	
Business signs, street signs, local signs		100 %		YES
Grass moving, weed control, litter pickup		100 %		YES
Illumination		100 %		YES
Pavement Patching	100 %		YES (4)	
Storm sewer system	100 %		YES	
Sanitary sewer system		100 %		YES
Sidewalks and boulevards				YES
Bridges and culverts	100 %		YES	
WINTER MAINTENANCE				
Snow plowing	100 %		YES (5)	
Snow removal	50 %	50 %		YES (5)
Visual inspection and reporting of Stop and Stop Ahead Sign issues.	100%			YES (7)
Note				
<div>1) The County will pay 100 % of the cost for one spring cleanup of sand and salt from the County roadway. The municipality can have the work done and bill the County or the County will have the work done.</div> <div>2) Within the Urban Area the County will paint all stop blocks at intersections with other County roads or at County owned traffic signals but will not paint stop blocks on municipal streets or lanesways that intersect the County road. In the Rural Area the County will paint all the stop blocks at intersections of County and municipal roads where applicable.</div> <div>3) See SCHEDULE 4</div> <div>4) If the road surface has to be removes to install any utilities the parties responsible for the work will be required to return the road surface to the pre-installation condition at 100 % of the cost..</div> <div>5) The County will maintain the equivalent of 3 lanes (33 feet) of road surface.</div> <div>6) The County will pay for 50 % of the total cost to plow and remove snow from the balance of the road allowance.</div> <div>7) In winter especially it is very difficult for County staff to visually inspect Stop and Stop Ahead signs posted on municipal roads intersecting County roads. As in the course of the municipalities winter maintenance of their respective roads they have an opportunity to observe these Stop and Stop Ahead signs. We would ask municipal staff, for the safety of those traveling on municipal roads, to notify the County, at the Counties Central garage, of any damaged, missing or obstructed sign so that we can correct the deficiency ASAP. The County assumes 100% liability for any action or inaction provided by the municipality in undertaking this visual inspection and reporting.</div>				

SCHEDULE 4

MAINTENANCE AT INTERSECTIONS OF COUNTY ROADS AND CONNECTING LINKS

Where a municipality has a Connecting Link and County Road that intersect, the County will pay the proportional share of all maintenance costs at that intersection based on the number of legs that are County Roads. For example 1 leg County 3 legs municipal would equal 25% County cost.

TOWN OF MINTO

HARRISTON				
Intersection CR 109 and Highways 9 and 89	Cost Sharing		Performance of Work	
	County	Municipality	County	Municipality
ALL ROUTINE MAINTENANCE (Including traffic signals) .	25 %	75 %		YES

CLIFFORD				
Intersection CR 2 and Highways 9 and Allan Street	Cost Sharing		Performance of Work	
	County	Municipality	County	Municipality
ALL ROUTINE MAINTENANCE (Including traffic signals) .	25 %	75 %		YES





# COUNTY OF WELLINGTON

---

## COMMITTEE REPORT

**To:** Chair and Members of the Roads Committee  
**From:** Gordon J. Ough, P. Eng., County Engineer  
**Date:** Tuesday, February 09, 2016  
**Subject:** Accessibility

---

### Background:

A request for assistance from a visually disabled resident of the County of Wellington was discussed by the County Roads Committee on November 10, 2015 and the following resolution was passed.

“That the request for the installation of remote activated solar powered crosswalk beacons on Toronto St (WR 5) in Palmerston be deferred to allow staff to develop and report on a County-wide approach.”

It was noted in the November 2015 report to Committee that the accessibility for Ontarians with Disabilities Act (2005) requires “that municipalities make their best efforts to accommodate requests from persons with disabilities.”

A telephone conversation took place between Warden Bridge (Mayor of the Town of Minto) and a spokesperson for the disabled resident to further clarify the persons disability and to discuss her needs.

It is noted that the attached County of Wellington Accessibility Policy states that, “The County will strive to meet the accessibility needs of people with disabilities in a timely manner.”


With the view that future requests for accommodation will require solutions that are slightly different almost every time, and in order to accommodate specific concerns and requests from those individuals with disabilities, the Roads Committee passed a resolution, “That the Roads Committee approves the installation of remote activated solar powered crosswalk beacons on Toronto St (WR 5) in Palmerston in response to a request from a blind individual for assistance at this location.”

To address the intentions of the November 10, 2015 resolution that a County-wide approach to considering these types of requests be developed, as well as, the expectation that each request, at least in the early days, will be somewhat unique and may need to be dealt with as such; the following recommendation is presented for consideration.

**Recommendation:**

That where appropriate when considering requests for assistance or accommodation from residents with disabilities, the unique nature of the specific request as well as any lessons learned from similar requests that have been encountered in the past, be reviewed with the intention of being as consistent as practical.

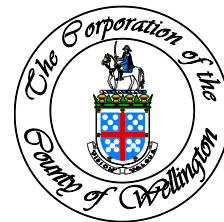
Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Gord Ough".

Gord Ough,  
County Engineer

# COUNTY OF WELLINGTON

## POLICY AND PROCEDURE MANUAL



DEPARTMENT	COUNTY WIDE	POLICY NUMBER	HR 16.25
SECTION		EFFECTIVE DATE	March 1, 2012
SUBJECT	ACCESSIBILITY POLICY	REVISION DATE	January 2013
AUTHORITY	Accessibility for Ontarians with Disabilities Act, 2005; Ontario Regulation 429/07 (Customer Service Standard); Ontario Regulation 191/11 (Integrated Accessibility Standards)		

### Statement of Organizational Commitment

The County of Wellington is committed to being responsive to the needs of all its residents. To do this, we must recognize the diverse needs of all of our residents and respond by striving to provide goods, services and facilities that are accessible to all.

As an employer, and a provider of services, the County is committed to ensuring its services are provided in an accessible manner. The County will strive to meet the accessibility needs of people with disabilities in a timely manner.

### Policy

The County will promote accessibility by ensuring that compliance is met for all regulations under the Accessibility for Ontarians with Disabilities Act, 2005. Timelines for compliance vary. In order to ensure timelines are considered the County will establish, implement and maintain a multi-year accessibility plan. The plan will outline our strategy to prevent and remove barriers to people with disabilities and will be reviewed at least once every five years. In addition, the County will prepare an annual status report on the progress of measures taken to implement the multi-year accessibility plan. The status report and multi-year accessibility plan will be posted on the County website and will be provided in an accessible format, upon request, as soon as is practicable.

We will promote accessibility through the development of policies, procedures and practices and by ensuring they consider people with disabilities. To do this we must ensure the policies, procedures and practices address integration, independence, dignity and equal opportunity.

Reasonable efforts will be made to ensure the following:

- That goods and services be provided in a manner that respects the dignity and independence of people with disabilities.

- The provision of goods and services to people with disabilities, and others, will be integrated unless an alternate measure is necessary, whether temporarily or permanently, to enable a person with a disability to obtain, use or benefit from the goods and services.
- People with disabilities will be given an opportunity – equal to that given to others – to obtain, use and benefit from the goods and services.
- When not practicable to incorporate accessibility criteria and features when procuring or acquiring goods, services or facilities, staff shall provide, upon request an explanation.
- The County will allow people with disabilities to use their own personal assistive devices to obtain, use or benefit from the services offered by the County.
- The County will work toward making its website and web content conform to the Worldwide Web Consortium's Web Content Accessibility Guidelines, initially at level A and increasing to level AA in accordance with the timeframes set out in section 14 (4) of the Integrated Accessibility Standards.

Staff will receive resources on ensuring that accessibility is considered when purchasing goods, services or facilities. Staff will receive training on processes that are in accordance with the appropriate regulations.

“Disability” as defined by the Ontario Human Rights Code.

## **Legislation**

Accessibility for Ontarians with Disabilities Act, 2005

Accessible Customer Service Standard – Ontario Regulation 429/07

Integrated Accessibility Standard – Ontario Regulation 191/11

Ontario Human Rights Code

# PROCEDURES

## Support Persons

Support person means a person who accompanies a person with a disability in order to help with communication, mobility, personal care or medical needs or with access to goods or services.

The County will allow people with disabilities to be accompanied by a support person in all County owned and operated public facilities. The County reserves the right to request the person with a disability be accompanied by a support person, in the event that it is considered necessary to protect the health and safety of the person with a disability or others on the premises.

The County of Wellington will waive admission fees for support persons who accompany a person with a disability, into facilities where admission is charged.

- 1) Member of public should notify a staff member the presence of the support person.
- 2) Admission fees will be waived for the support person.
- 3) If there is confidential information to be disclosed, consent must be received from the person with the disability.

## Feedback Process

The County will accept feedback from members of the public relating to the provision of accessible services provided by the County. Should a member of the public wish to provide feedback, they may do so by:

- 1) Sending an email
- 2) Writing a letter
- 3) Making a phone call
- 4) Submitting an electronic feedback form (once this is available).

The public is encouraged to submit feedback directly to the staff member involved in the service. Feedback can also be sent directly to the HR (Human Resources) Accessibility Clerk.

If a staff member receives feedback from a member of the public they should:

- 1) Notify their Manager and the HR Accessibility Clerk
- 2) The information to be provided by the member of the public should include their personal contact information, the date, a description of the complaint, and what the member of the public requests to resolve the complaint.
- 3) The department manager will attempt to resolve the complaint in a timely manner, with the assistance of the HR Accessibility Clerk.
- 4) The member of the public will be contacted once a resolution has been reached.
- 5) Staff response should include: an explanation of how we will implement the suggestion, a response indicating further investigation or an explanation as to why we are unable to implement the suggestion.

All feedback and any resolutions should be recorded and forwarded to the Manager responsible, Department Head and the HR Accessibility Clerk.

## Service Disruption

If a temporary disruption of service is planned, the County will give notice of the disruption.

The notice must:

- Include the reason for the disruption
- The anticipated duration
- If alternate facilities or services are available, and their description.

Notice will be given by posting the information in a conspicuous place on premises as well as by posting it on the County of Wellington website.

If the County Website should expect a temporary service disruption, advance notice where possible, will be provided on the website.

## Service Animals

A service animal is defined as either:

- 1) A “guide dog,” as defined in section 1 of the **Blind Persons Rights’ Act**; or
- 2) A “service animal” for a person with a disability. For the purpose of this policy, an animal is a service animal for a person with a disability,

Service animals are identified in the following ways:

- 1) It must be readily apparent that the animal is used by the person for the reasons relating to his or her disability; or
- 2) A letter from a physician or nurse confirming that the person requires the animal for reasons relating to the disability.

The County will allow service animals into all County owned or operated facilities. Service animals will be allowed to accompany a person with a disability to allow them to access facilities and services.

If a service animal is excluded by law from the premises, we will ensure that other measures are available to enable the person with a disability to obtain, use or benefit from the provider’s goods or services.

## **Alternate Formats**

The County will provide alternate formats of information to members of the public upon request.

All staff will adhere to the County's Accessible Communications Guideline, and the Style Guidelines.

If a member of the public requests an alternate format:

- 1) Staff will access the electronic form located on The Well.
- 2) Fill out the appropriate information, which will be forwarded to the HR Accessibility Clerk
- 3) The HR Accessibility Clerk will provide the document or;
- 4) Contact the individual if it's not technically feasible to provide the specified document or format.
- 5) The HR Accessibility Clerk will work with the individual to determine an appropriate format;
- 6) If no solution is found, the HR Accessibility Clerk will provide an explanation outlining the reasons.

Conversion shall be processed in-house wherever possible. If requested for documentation in an alternate format, the department of origin shall be responsible for the cost of the conversion, materials and distribution, not the public requestor.

The County will only provide alternate formats for documents that we produce.

## **Communication Supports**

The County will provide communication supports to members of the public, upon request.

If a member of the public request a communication support:

- 1) Staff will access the electronic form located on The Well
- 2) Fill out the appropriate information, which will be forwarded to the HR Accessibility Clerk
- 3) The HR Accessibility Clerk will arrange for the communication support or;
- 4) Contact the individual if it's not technically feasible.
- 5) The HR Accessibility Clerk will work with the individual to determine an appropriate alternate solution;
- 6) If no solution is found, the HR Accessibility Clerk will provide an explanation outlining the reasons.

## **Training**

Staff will be trained in accordance with the regulations under the Accessibility for Ontarians with Disabilities Act, 2005.

Training will be provided to:

- 1) Every person who deals with members of the public or other third parties on behalf of the County, whether the person does so as an employee, agent, volunteer or otherwise.
- 2) Every person who participates in developing the County's policies, practices and procedures governing the provision of goods or services to members of the public or other third parties.

The training will include:

- 1) Overview of the Act, Regulations and the Ontario Human Rights Code as it pertains to people with disabilities.
- 2) County policies related to accessibility.
- 3) How to interact and communicate with people with various types of disability, as outline in this policy and procedures.
- 4) How to interact with people with disabilities who use an assistive device or require the assistance of a guide dog or other service animal or the assistance of a support person, as outlined in this policy and procedures.
- 5) How to use equipment or devices available on the provider's premises or otherwise provided by the provider that may help with the provision of goods or services to a person with a disability.
- 6) What to do if a person with a particular type of disability is having difficulty accessing the provider's goods or services.

The training shall be appropriate to the duties of the employees, volunteers and other persons. The County of Wellington will log and retain records which will record the details of the training provided, as well as the name of the person, location, and date the training was completed.

## **Use of Assistive Devices**

The County of Wellington will allow people with disabilities to use their own personal assistive devices to obtain services offered by the County of Wellington.

If a person with a disability is unable to access the County's services through the use of their own personal assistive device, the County will:

- 1) Consult with the HR Accessibility Clerk on the service
- 2) Assess service delivery and potential service options to meet the needs of the individual.
- 3) Notify the individual of alternate services or;
- 4) Make appropriate changes to the service to ensure equal access for people with disabilities.



## **Additional Documents**

Workplace Accommodations Policy – HR 5.75  
Workplace Accommodations Guideline for Human Resources  
Modified Work Policy – HR 5.5  
Facility Accessibility Design Manual  
Purchasing Policy  
Accessible Procurement Guideline  
Accessible Communications Guideline  
Taxi By-Law 5266-11

.....