

The Corporation of the City of Kawartha Lakes

Agenda

Regular Council Meeting

CC2018-01

Tuesday, January 30, 2018

Closed Session Commencing at 1:00 p.m. Open Session Commencing at 2:00 p.m.

Council Chambers

City Hall

26 Francis Street, Lindsay, Ontario K9V 5R8

Members:

Mayor Andy Letham
Councillor Isaac Breadner
Councillor Pat Dunn
Councillor Doug Elmslie
Councillor Gord James
Councillor Gerard Jilesen
Councillor Brian S. Junkin
Councillor Rob Macklem
Councillor Mary Ann Martin
Councillor Gord Miller
Councillor Patrick O'Reilly
Councillor John Pollard
Councillor Kathleen Seymour-Fagan
Councillor Heather Stauble
Councillor Stephen Strangway
Councillor Andrew Veale
Councillor Emmett Yeo

Accessible formats and communication supports are available upon request.

1. Call to Order
2. Adoption of Closed Session Agenda
3. Disclosure of Pecuniary Interest in Closed Session Items
4. Closed Session
 - 4.1 CC2018-01.4.1

Closed Session Minutes, Regular Council Meeting
December 12, 2017
Municipal Act, 2001 s.239(2)
 - 4.2 LGL2018-001

Mariposa Creek Resort, 790 Elm Tree Road, Little Britain
Litigation, Municipal Act, 2001 s.239(2)(e)
Robyn Carlson, City Solicitor
 - 4.3 RS2018-003

City of Kawartha Lakes Leases of 322 Kent St. West Lindsay and 12
Peel Street, Lindsay
Advice that is Subject to Solicitor-client Privilege
Municipal Act. 2001 s.239(2)f
Robyn Carlson, City Solicitor
 - 4.4 DEV2018-001

Member Appointments to the City of Kawartha Lakes (CKL) Liquidation
Sales Task Force
Personal Matters about an Identifiable Individual
Municipal Act, 2001 s. 239(b)
Chris Marshall, Director of Development Services
 - 4.5 PLAN2018-004

Member Appointments to the City of Kawartha Lakes Environmental
Advisory Committee (CKLEAC)
Personal Matters about an Identifiable Individual
Municipal Act, 2001 s. 239(b)
Richard Holy, Manager of Planning

- 4.6 **WM2018-003**

 Member Recruitment to the Lindsay OPs Landfill Public Review Committee
 Personal Matters about an Identifiable Individual
 Municipal Act, 2001 s. 239(b)
 Bryan Robinson, Director of Public Works

- 5. **Opening Ceremonies**

- 5.1 **Call Open Session to Order**

- 5.2 **O Canada**

- 5.3 **Moment of Silent Reflection**

- 5.4 **Adoption of Open Session Agenda**

- 6. **Disclosure of Pecuniary Interest**

- 7. **Matters from Closed Session**

- 8. **Public Information**

- 8.1 **Presentations**

- 8.2 **Invited Guests (Quarterly Basis)**

- 8.3 **Notices and Information by Members of Council and Staff**

- 8.3.1 **Council**

- 8.3.2 **Staff**

- 8.4 **Notice of Motion**

- 9. **Deputations**

- 10. **Consent Matters**

That all of the proposed resolutions shown in Section 10.1, 10.2 and 10.3 of the Agenda be approved and adopted by Council in the order that they appear on the agenda and sequentially numbered.

10.1 Correspondence

10.1.1 CC2018-01.10.1.1

20 - 22

Memo - Ontario Wildlife Damage Compensation Program

Agricultural Development Advisory Board

Kelly Maloney, Agriculture Development Officer

That the Council support the correspondence from the Township of West Lincoln,

That the Ontario Ministry of Agriculture, Food and Rural Affairs be further requested to amend their claim review process within the Ontario Wildlife Damage Compensation Program such that when reviewing claims, the provincial staff shall reach out to the local Municipal Investigator and the livestock owner to seek further clarification if a claim is in question, prior to rejecting a claim; and

That this motion be sent to the Township of West Lincoln, AMO, Jane Widdecombe OWDCP Program Administrator (OMAFRA) Guelph, Ontario, the Honorable Jeff Leal, Minister of Agriculture, Food & Rural Affairs, and Laurie Scott, MPP, Halliburton, Kawartha Lakes, Brock.

10.1.2 CC2018-01.10.1.2

23 - 24

Memo - Municipal Consent IESO Prescribed Resolution 390 Northline Road (Coppins)

Cathie Ritchie, City Clerk

Whereas capitalized terms not defined herein have the meanings ascribed thereto in the FIT Contract, Version 3.1;

And Whereas 2387282 Ontario Inc. (the "Supplier") has entered into a FIT Contract to construct and operate a ground mount solar Facility (the "Project") on 390 Northline Road (the "Lands") in the City of Kawartha Lakes (the "Local Municipality") under the Province's FIT Program;

And Whereas the Supplier previously requested that the Council of the Local Municipality ("Council") indicate by resolution Council's support for the construction and operation of the Project on the Lands or all Projects with the same Renewable Fuel anywhere in the Local Municipality, and Council did provide such support in a prior resolution.

And Whereas the Supplier has requested that the Council indicate, by a resolution dated no earlier than June 10, 2015 (the "New Resolution"), Council's continued support for the construction and operation of the Project on the Lands;

And Whereas where a New Resolution is received in respect of a Project, the Supplier will be recognized as fulfilling the requirements under Section 2.4(d)(vii) of the FIT Contract, which may result in the Supplier being offered Notice to Proceed in accordance with the terms of the Supplier's FIT Contract;

Now Therefore Be It Resolved That Council of the City of Kawartha Lakes supports the construction and operation of the Project on the Lands. This resolution's sole purpose is to enable the Supplier to achieve Notice to Proceed under its FIT Contract and may not be used for the purpose of any other form of municipal approval in relation to the FIT Contract or Project or for any other purpose.

10.2 Approval of the Minutes

10.2.1 Council

10.2.1.1 CC2018-01.10.2.1.1

25 - 46

Regular Council Meeting of December 12, 2017

That the Minutes of the December 12, 2017 Regular Council Meeting, be received and adopted.

10.2.1.2 CC2018-01.10.2.1.2

47 - 60

Special Council Meeting of December 13, 2017

That the Minutes of the December 13, 2017 Special Council Meeting, be received and adopted.

10.2.2 Committees of Council, Advisory Boards and Task Forces

10.3 Reports

10.3.1 CLK2018-001 61 - 74

Line Fence Matter - McCausland and Hehl

Joel Watts, Deputy Clerk

That Report CLK2018-001 **Line Fence Matter – McCausland and Hehl**, be received; and

That the City Clerk be instructed to proceed with the process under section 5.01 (Payment by Treasurer) of By-law 2015-124 for the McCausland and Hehl Line Fence Matter during the time frame of November 1st to March 31st as ,2018 weather permits.

10.3.2 LIC2018-001 75 - 128

Taxi Rates

Alix Hick, Senior Licensing Officer

That Report LIC2018-001, **Taxi Rates**, be received; and

That the taxi and limousine rates as outlined in Appendix A to Report LIC2018-001 be approved for immediate implementation; and

That Schedule B-1 of By-Law 2016-206 be amended to delete **Taxi Meter Fares, Limousine Fares, All Trips to Pearson International Airport and Airport Parking Fees**; and

That Schedule B-2 of By-Law 2016-206, **Taxicab Surcharge Rates**, be deleted; and

That the by-law to replace By-law 2016-160, being a by-law to licence, regulate, and govern taxicab and limousine businesses and their owners, operators, and brokers and taxicab drivers in Kawartha Lakes, attached as Appendix B to Report 2018-001, be forwarded to Council for adoption.

10.3.3 RS2018-001 129 - 149

Proposed Lease Agreement between City of Kawartha Lakes and Ontario Clean Water Agency

Christine Oliver, Law Clerk

That Report RS2018-001, Proposed Lease Agreement between the City of Kawartha Lakes and Ontario Clean Water Agency, be received; and

That the Mayor and Clerk be authorized to execute the Lease Agreement attached as Appendix B to Report RS2018-001 on behalf of the City of Kawartha Lakes, being a Lease Agreement with Ontario Clean Water Agency for the purpose of leasing space for the district administration office for a one year term.

10.3.4

RS2018-002

150 - 168

Acquisition of Land for Road Purposes - Glamorgan Road at Farmers Road

Laura Carnochan, Law Clerk

That Report RS2018-002, Acquisition of Land for Road Purposes – Glamorgan Road at Farmers Road, be received;

That the acquisition of Part of Part Lot 25, Concession 3, in the Geographic Township of Manvers, City of Kawartha Lakes, being Part of PIN: 63269-0541 (LT) for road purposes be approved;

That staff be directed to commence the process of obtaining ownership of the required land, for nominal consideration and all related costs, at the City's expense;

That all costs associated with the transfer (estimated at \$5,000.00) be drawn from the Property Development Reserve;

That all costs associated with necessary road work (estimated at \$5,000.00) be drawn from the 2018 operating budget;

That the Mayor and Clerk be authorized to execute any documents and agreements required by the approval of this decision; and

That the necessary By-law be forwarded to Council for adoption.

10.3.5

RS2018-004

169 - 200

Proposed Lease Agreement between the City of Kawartha Lakes and Trillium Lakelands District School Board

Laura Carnochan, Law Clerk - Realty Services

That Report RS2018-004, **Proposed Lease Agreement between the City of Kawartha Lakes and Trillium Lakelands District School Board**, be received; and

That the Mayor and Clerk be authorized to execute the Lease Agreement attached as Appendix B to Report RS2018-004 on behalf of the City of Kawartha Lakes, being a Lease Agreement with Trillium Lakelands District School Board for the purpose of leasing space within City property located at 19 Market Street, Fenelon Falls.

10.3.6

CS2018-001

201 - 204

Lindsay Legacy C.H.E.S.T. Fund 2018 Allocation

Lisa Peimann, Executive Assistant to the Director of Community Services

That Report CS2018-001, **Lindsay Legacy C.H.E.S.T. Fund 2018 Allocation**, be received;

That total funding in the amount of \$334,709.93 be provided for the projects as approved by the Lindsay Legacy C.H.E.S.T. Fund Grant Committee at its meeting of December 7, 2017, with the allocation to come from the Lindsay Legacy C.H.E.S.T. Fund Reserve (3.24310), as follows:

Kawartha Lakes Food Source	\$ 9,532.21
John Howard Society	\$ 6,700.00
Lindsay Agricultural Society	\$ 19,570.48
Kawartha Lakes Soccer Club	\$ 12,000.00
A Place Called Home	\$ 76,907.24
The Academy Theatre	\$ 60,000.00
Boys & Girls Clubs of Kawartha Lakes	\$ 150,000.00

That \$100,000.00 be retained in the principle of the Lindsay Legacy C.H.E.S.T. Fund Reserve (3.24310) for inflationary growth of the fund; and

That the estimated balance of \$19,832.59 not distributed through the 2018 allocation be made available for funding disbursement in a future year.

Bobcaygeon Legacy C.H.E.S.T. Fund 2018 Allocation

Lisa Peimann, Executive Assistant to the Director of Community Services

That Report CS2018-002, **Bobcaygeon Legacy C.H.E.S.T. Fund 2018 Allocation**, be received;

That total funding in the amount of \$75,922.16 be provided, with the allocation to come from the Bobcaygeon Legacy C.H.E.S.T. Fund Reserve (3.24320), for the projects as approved by the Bobcaygeon Legacy C.H.E.S.T. Fund Grant Committee at its meeting of November 1, 2017 as follows:

Boyd Heritage Museum, \$ 1,305.00
 Bobcaygeon Skating Club, \$ 2,067.89
 Ontario Open Fiddle and Step, \$ 2,531.00
 Bobcaygeon Music Council, \$ 11,000.00
 Bobcaygeon Canada Day Committee (Sponsor Royal Canadian Legion Br. 239), \$ 13,274.34
 Bobcaygeon Chamber of Commerce, \$ 10,000.00
 Kinette Club of Bobcaygeon, \$ 2,000.00
 Bobcaygeon and District Horticultural Society, \$ 2,500.00
 Impact 32 (Sponsor Kawartha Works Community Co-operative Inc.), \$ 10,700.00
 Kawartha Settlers Village, \$ 13,996.93
 Bobcaygeon Senior Citizens Centre Inc., \$ 6,547.00

That \$4,925.85 (10% of interest earned) be retained in the principle of the Bobcaygeon Legacy C.H.E.S.T. Fund Reserve (3.24320) for inflationary growth of the fund; and

That the estimated balance of \$69,475.88 not distributed through the 2018 allocation be made available for funding disbursement in a future year.

Fees and Charges – Community Parks

Shelley Cooper, Community Partnership and Programs Supervisor

That Report PRC2018-001, **Fees and Charges – Community Parks**, be received;

That the By-Law to Establish and Require Payment for Fees for Information, Services, Activities and Use of City Property in the City of Kawartha Lakes (#2016-206) be amended to include the proposed changes to Section D-3 Recreation Programs, as outlined in Report PRC2018-001; and

THAT the new User Rates be effective for the 2018 season.

10.3.9	PRC2018-002	213 - 219
	2018 Community Partnership & Development Fund Allocation Shelley Cooper, Community Partnership and Programs Supervisor	
	That Report PRC2018-002, 2018 Community Partnership and Development Fund Allocation , be received.	
10.3.10	PRC2018-003	220 - 224
	2018 50-50 Community Project Capital Fund Allocation Shelley Cooper, Community Partnership and Programs Supervisor	
	That Report PRC2018-003, 2018 50/50 Community Project Capital Funding Allocation , be received;	
10.3.11	PUR2018-001	225 - 230
	Request for Proposal 2011-28-OP Waste and Recyclables Collection Renewal Marielle van Engelen, Buyer, Financial Services	

That Report PUR2018-001, **2011-28-OP Waste and Recyclables Collection Renewal**, be received;

That the City award the first and second one-year extensions for Waste and Recyclables Collection with Miller Waste Systems Inc., from September 24, 2018 to September 23, 2020;

That the agreement with Miller Waste Systems Inc. be amended to remove section 17.2 Diesel Fuel Price Adjustment;

That due to an increase in recycling material resulting from the Clear Bag Program, Miller Waste Systems Inc. be compensated for additional haulage costs at a rate of \$513.48 per load in excess of an average of 604 loads per year;

That Miller Waste Systems Inc. be compensated for additional vehicle maintenance costs at an annual rate of \$59,000.00; and

That the Mayor and Clerk be authorized and directed to execute all associated documents related to the extension of the Waste and Recyclables Collection Program.

10.3.12

PUR2018-002

231 - 234

2017-52-CT Pinewood Drinking Water System Well No 5 Construction
Launa Lewis, Buyer, Financial Services

That Report PUR2018-002 - CT, **2017-52-CT Pinewood Drinking Water System Well No 5 Construction**, be received;

That G. Hart and Sons Well Drilling Ltd. Of Fenelon Falls, be selected for the award for Request for Tender 2017-52-CT Pinewood Drinking Water System Well No 5 Construction for the total tendered amount of \$168,297.00; and

That additional funding of \$111,900.00 be allocated to project 998160501 from the Water Infrastructure Renewal reserve to fund the budget shortfall;

That subject to receipt of required documents, the Mayor and Clerk be authorized to execute the contract to award this project; and

That Financial Services be authorized to issue a purchase order.

10.3.13	PUR2018-003	235 - 242
<p>Tender 2013-71-OT For the Operation and Maintenance Services Agreement for Water and Wastewater Treatment Facilities Marielle van Engelen, Buyer, Financial Services</p> <p>That Report PUR2018-003, 2013-71-OT for the Operation and Maintenance Services Agreement for Water and Wastewater Treatment Facilities, be received; and</p> <p>That the option to renew Tender 2013-71-OT for the Operation and Maintenance Services Agreement for Water and Wastewater Treatment Facilities for an additional term of two (2) years, with an annual Consumer Price Index (CPI) increase, until February 28, 2021 with Ontario Clean Water Agency, be approved; and</p> <p>That the Purchasing Division be authorized to issue a Purchase Order.</p>		
10.3.14	PUR2018-004	243 - 245
<p>Request for Proposal 2017-99-OP Claims Adjusting Services Ashley Wykes, Purchasing Officer</p> <p>That Report PUR2018-004, Request for Proposal 2017-99-OP Claims Adjusting Services, be received; and</p> <p>That Cunningham Lindsey Canada Claims Services Ltd. of Mississauga being the highest scoring proponent be selected for the award of Request for Proposal 2017-99-OP Claims Adjusting Services for a three (3) year term;</p> <p>That the options to renew this contract for an additional two (2), one (1) year terms be approved pending vendor performance and in accordance with the Purchasing Policy; and</p> <p>That subject to receipt of the required documents, the Mayor and Clerk be authorized to execute an agreement for award.</p>		
10.3.15	ED2018-001	246 - 249
<p>Proposed Designation of 15 Cluxton Street in Kinmount, under Part IV of the Ontario Heritage Act as a Property of Cultural Heritage Value and Interest Debra Soule, Arts, Culture, Heritage Development Officer</p>		

That Report ED2018-001, Proposed Designation of 15 Cluxton Street in Kinmount, under Part IV of the Ontario Heritage Act as a Property of Cultural Heritage Value and Interest, be received;

That the Council endorse Heritage Victoria's recommendation to designate the United Church in Kinmount under Part IV of the Ontario Heritage Act as being of cultural heritage value and interest;

That staff be authorized to proceed with the process to designate the subject property under Part IV of the Ontario Heritage Act, including preparation and circulation of a Notice of Intention to Designate, and preparation of a designating By-law; and

That the designating By-law be presented to Council for its consideration after the notification process has been completed.

10.3.16

ED2018-002

250 - 261

Recommended Terms of Reference City of Kawartha Lakes Drainage Task Force

Kelly Maloney, Agriculture Development Officer

That Report ED2018-002, Recommended Terms of Reference City of Kawartha Lakes Drainage Task Force, be received; and

That the Terms of Reference for the City of Kawartha Lakes Drainage Task Force in the form attached as Appendix A to Report ED2018-002 be approved and adopted by Council.

10.3.17

PLAN2018-005

262 - 270

An application to amend the Township of Bexley Zoning By-law 93-09 to remove the Holding One (H1) symbol to permit a golf driving range, miniature golf establishment, clubhouse and accessory buildings on Part of Lots 2 and 3, Concession 4, geographic Township of Bexley, now City of Kawartha Lakes and identified as 2045 Kawartha Lakes Road 48. (Bylykbash and Pyke)

Sherry L. Rea, Development Planning Supervisor

That the Mayor and Clerk be authorized to execute any documents required by the approval of this application.

10.3.18 ENG2018-001 271 - 295

Request for Speed Limit – Cottingham Road, Meadowview Road, and Hayes Line

Joseph Kelly, Senior Engineering Technician

That Report ENG2018-001 Request for Speed Limit – Cottingham Road, Meadowview Road, and Hayes Line be received; and

That staff proceed with the preferred option (Option Two), as outlined in Report ENG2018-001, to install warning signs and temporary electronic speed boards.

10.3.19 ENG2018-002 296 - 328

River Road Bridge Reconstruction Update

Juan Rojas, Director of Engineering and Corporate Assets

That Report ENG2018-002, River Road Bridge Reconstruction Update,
be received.

10.3.20 ENG2018-003 329 - 334

Request for Speed Reduction Park St.

Joseph Kelly, Senior Engineering Technician

That Report ENG2018-003 Request for Speed Reduction - Park St be received:

That the speed limit of Park Street from Sherwood Street to Perfectus Drive be posted at 40 km/h;

That the necessary by-laws for the above recommendations be forwarded to Council for adoption; and

That the Mayor and Clerk be authorized to execute any documents and agreements required by the approval of this application/agreement/decision.

10.3.21	ENG2018-004	335 - 341
	<p>Request for Speed Reduction Mary St Omemee Joseph Kelly, Senior Engineering Technician</p>	
	<p>That Report ENG2018-004, Request for Speed Reduction – Mary Street, Omemee, be received;</p>	
	<p>That the speed limit of Mary Street West from Cross Street South to Sturgeon Road South Be Posted At 40 Km/H;</p>	
	<p>That the necessary by-laws for the above recommendations be forwarded to Council for adoption; and</p>	
	<p>That the Mayor and Clerk be authorized to execute any documents and agreements required by the approval of this application/agreement/decision.</p>	
10.3.22	ENG2018-005	342 - 360
	<p>CKL 47 Haul Route Agreement Mike Farquhar, Supervisor, Technical Services</p>	
	<p>That Report ENG2018-005, CKL 47 Haul Route Agreement, be received; and</p>	
	<p>That the Mayor and Clerk be authorized to execute and sign the haul route agreement attached as Appendix B to Report ENG2018-005.</p>	
10.3.23	TR2018-002	361 - 369
	<p>Transit Advisory Board Annual Report Todd Bryant, Manager of Fleet and Transit Services</p>	
	<p>That Report TR2018-002, Transit Advisory Board Annual Report, be received; and</p>	
	<p>That the 2018 work plan for the Transit Advisory Board be approved.</p>	
10.3.24	TR2018-003	370 - 406
	<p>Community Transportation Grant Application Todd Bryant, Manager of Fleet and Transit Services</p>	

That Report TR2018-003, **Community Transportation Grant Application**, be received;

That staff be directed to apply for the Community Transportation Grant;

That a letter of support from Council be generated and attached to the application form; and

That staff report back to Council upon success of the grant application.

10.3.25 WWW2018-001 407 - 428

Water System Cross-Connection Control Program Policy

Robert MacPherson, Water and Wastewater Technician

That Report WWW2018-001, **Water System Cross-Connection Control Program Policy**, be received;

That the policy entitled Water System Cross-Connection Control Policy, appended to Report WWW2018-001, be adopted, numbered and inserted in the Corporate Policy and Procedures Manual; and

That the Water System Cross-Connection Control Management Directive be received.

10.3.26 WWW2018-002 429 - 483

Final Update on Fragmentation for Lakeview Water Co-op, Thurstonia

David Kerr, Manager, Environmental Services

That Report WWW2018-002, **Final Update on Fragmentation for Lakeview Water Co-op, Thurstonia**, be received; and

That Staff be directed to provide notification to residents regarding final fragmentation costs owed to the City and issue invoices in accordance with Council Resolution CR2017-422.

10.3.27 WWW2018-004 484 - 571

A By-Law to Regulate Water & Wastewater Services in the City of Kawartha Lakes

Amber Hayter, Supervisor Water and Wastewater

That Report WWW2018-004, A By-Law to Regulate Water & Wastewater Services in the City of Kawartha Lakes, be received;

That the by-law entitled A By-Law to Regulate Water and Wastewater Services in the City of Kawartha Lakes, substantially in the form attached as Appendix A to Report WWW2018-004, be approved and adopted by Council; and

That a by-law to repeal By-Law 2011-260 being A By-law to Govern Water and Wastewater Services in the City of Kawartha Lakes, be brought forward for adoption.

10.4 Items Extracted from Consent

11. Committee of the Whole

12. Committee of the Whole and Planning Committee Minutes

13. Correspondence and Petitions

14. Other or New Business

15. By-Laws

That the By-Laws shown in Section 15.1 of the Agenda, namely: Items 15.1.1 to and including 15.1.13 be read a first, second and third time, passed, numbered, signed and the corporate seal attached.

15.1 By-Laws by Consent

15.1.1 CC2018-01.15.1.1 572 - 574

A By-law to Authorize Borrowing from time to time to meet current expenditures during the fiscal year ending December 31, 2018 in the City of Kawartha Lakes

15.1.2 CC2018-01.15.1.2 575 - 576

A By-law to Appoint a Municipal Law Enforcement Officer (Allard)

15.1.3 CC2018-01.15.1.3 577 - 578

A By-law to Appoint a Weed Inspector for the City of Kawartha Lakes (Allard)

15.1.4	CC2018-01.15.1.4	579 - 579
	A By-law for the Annual Appointment of a Council Member to the Committee of Adjustment	
15.1.5	CC2018-01.15.1.5	580 - 580
	A By-law to Rescind and Replace By-law 2017-232 a By-law to Assume Dobson Street, Kyle Court, Truax Street, Gunsolus Street	
15.1.6	CC2018-01.15.1.6	581 - 629
	A By-Law to Regulate Water & Wastewater Services in the City of Kawartha Lakes	
15.1.7	CC2018-01.15.1.7	630 - 633
	Being a By-law of the Corporation of the City of Kawartha Lakes to Authorize the Financing of Capital Projects By Debenture with the Royal Bank	
15.1.8	CC2018-01.15.1.8	634 - 637
	A By-law to Establish a Parcel of Land Legally Described as William Street on Plan 333 (aka Stanley Road) Designated as Part 2 on Reference Plan 57R-8983, in the Geographic Township of Eldon, City of Kawartha Lakes, Being PIN: 63171-0470 (LT) as Part of Stanley Road	
15.1.9	CC2018-01.15.1.9	638 - 640
	A By-Law to Stop Up and Close Part of the Original Shore Road Allowance Lying in Front of Lot 12, Concession 1, in the Geographic Township of Carden, City of Kawartha Lakes, Designated as Part 1 on Reference Plan 57R-10611	
15.1.10	CC2018-01.15.1.10	641 - 642
	A By-law to Repeal Town of Lindsay By-law 97-56, as amended by By-law 99-11, being A By-law to Provide for Certain Work to be Undertaken in Respect of the Reconstruction of Colborne Street West with Full Municipal Services, and the Imposition by the Corporation of the Town of Lindsay of Fees and Charges Associated With the Costs of the Work Against Benefitting Landowners	

15.1.11	CC2018-01.15.1.11	643 - 688
	A By-Law to Licence, Regulate, and Govern Taxicab, Limousine, and Transportation Network Businesses and Their Owners, Operators and Brokers and Drivers in Kawartha Lakes	
15.1.12	CC2018-01.15.1.12	689 - 694
	A By-law to Authorize the Execution of a Letter of Agreement between Her Majesty in Right of the Province of Ontario as represented by the Minister of Transportation for the Province of Ontario and the City of Kawartha Lakes related to Funding Provided by the Province of Ontario to the Municipality under the Dedicated Gas Tax Funds for Public Transportation Program	
15.1.13	CC2018-01.15.1.13	695 - 696
	A by-law to Amend the Township of Bexley Zoning By-law 93-09 to Remove the Holding One (H1) Symbol from a Zone Category on property within the City of Kawartha Lakes (Bylykbash and Pyke)	
15.2	By-Laws Extracted from Consent	
16.	Closed Session (If Not Completed Prior to Open Session)	
17.	Matters from Closed Session	
18.	Confirming By-Law	
18.1	CC2018-01.18.1	697 - 697
	A By-law to Confirm the Council Proceedings of January 30, 2018	
19.	Adjournment	



The Corporation of the **City of Kawartha Lakes**
180 Kent Street West
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Memo

To: Members of Council
From: Agricultural Development Advisory Board
Date: January 30, 2018
Subject: Ontario Wildlife Damage Compensation Program

Recommendation:

That the Council support the correspondence from the Township of West Lincoln,

That the Ontario Ministry of Agriculture, Food and Rural Affairs be further requested to amend their claim review process within the Ontario Wildlife Damage Compensation Program such that when reviewing claims, the provincial staff shall reach out to the local Municipal Investigator and the livestock owner to seek further clarification if a claim is in question, prior to rejecting a claim, and

That this motion be sent to the Township of West Lincoln, AMO, Jane Widdecombe OWDCP Program Administrator (OMAFRA) Guelph, Ontario, the Honorable Jeff Leal, Minister of Agriculture, Food & Rural Affairs, and Laurie Scott, MPP, Halliburton, Kawartha Lakes, Brock.

Background:

At the Agricultural Development Advisory Board meeting of December 14, 2017, ADAB reviewed correspondence regarding the Ontario Wildlife Damage Compensation Program received from the Township of Oro Medonte; Peterborough County; Laurie Scott, MPP; Jeff Leal, Minister of Agriculture, Food and Rural Affairs; and the Township of West Lincoln.

The Township of West Lincoln was circulating notice of the following resolution:

Whereas Municipalities in Ontario are required to appoint qualified, experienced and independent Livestock Evaluators to investigate all incidents of domesticated livestock killed or ravaged by predators;

Whereas the Evaluator is charged with independently writing up a report and submitting it to the Municipality for furtherance to the Province of Ontario for processing and payment,

Whereas the Province does not send inspectors out to review circumstances pertaining to the loss of Livestock at the site,

Whereas the Provincial Inspectors can and do reject claims submitted by Municipalities based on review of written reports and after the fact pictures, without consultation with the Independent Livestock Evaluators appointed by each Municipality,

Whereas the system discredits the discernment of the municipally appointed Livestock Evaluators and further discredits the judgement and credibility of the Livestock Evaluator and sadly puts the credibility of every Ontario Farmer at question;

Therefore Be it Resolved that the Township of West Lincoln requests that the Ministry of Agriculture, Food and Rural Affairs, immediately commence sending inspectors out to the field to adjudicate all incidence of livestock loss OR rely on the Municipally appointed Livestock Evaluators for the accurate accounting of incidence of loss and use their reports to support the payment of loss due to predatory animals; and

That this motion be sent to AMO and circulated to all Municipalities in Ontario, Mr. Sam Oosterhoff, MPP, Jane Widdecombe, OWDCP Program Administrator (OMAFRA) Guelph, Ontario and the Honorable Jeff Leal, Minister of Agriculture, Food & Rural Affairs.

The Agriculture Development Advisory Board passed the following motion:

Rebecca Parker moved and Bruce McKeown seconded,

THAT ADAB recommends that Council support the correspondence from the Township of West Lincoln; and

THAT the Ontario Ministry of Agriculture, Food and Rural Affairs be further requested to amend their claim review process within the Ontario Wildlife Damage Compensation Program such that when reviewing claims, the provincial staff shall reach out to the local Municipal Investigator and the livestock owner to seek further clarification if a claim is in question, prior to rejecting a claim.

Rationale:

The Ontario Ministry of Agriculture, Food and Rural Affairs undertook a review and re-design of the Ontario Wildlife Damage Compensation Program, and while improved design may have been achieved in part, livestock owners feel there are significant flaws in the new program which prevent some legitimate wildlife predation claims from being compensated. Further adjustments to the program are imperative to achieve fair compensation to livestock owners experiencing legitimate losses.

THE TOWNSHIP OF WEST LINCOLN

November 28, 2017

ATTN: All Ontario Municipalities

FROM: Carolyn Langle, Clerk, Township of West Lincoln

RE: Ontario Wildlife Compensation Program

This is to confirm that West Lincoln Township Council at its meeting of November 27th, 2017 adopted the following resolution and is seeking your support:

Whereas Municipalities in Ontario are required to appoint Qualified, Experienced and Independent Livestock Evaluators to investigate all incidents of Domesticated Livestock killed or ravaged by predators, and

Whereas the Evaluator is charged with independently writing up a report and submitting it to the Municipality for furtherance to the Province of Ontario for processing and payment, and

Whereas the Province does not send inspectors out to review circumstances pertaining to the loss of Livestock at the site, and

Whereas the Provincial Inspectors can and do reject claims submitted by Municipalities based on review of written reports and after the fact pictures, without consultation with the Independent Livestock Evaluators appointed by each Municipality, and

Whereas the system discredits the discernment of the Municipally appointed Livestock Evaluators and further discredits the judgement and credibility of the Livestock Evaluator and sadly puts the credibility of every Ontario Farmer at question.

Now Therefore Be it Resolved that the Township of West Lincoln requests that the Ministry of Agriculture, Food and Rural Affairs, immediately commence sending inspectors out to the field to adjudicate all incidence of Livestock Loss OR rely on the Municipally appointed Livestock Evaluators for the accurate accounting of incidence of loss and use their reports to support the payment of loss due to predatory animals and

That this motion be sent to AMO and circulated to all Municipalities in Ontario, Mr. Sam Oosterhoff MPP, Jane Widdecombe OWDCP Program Administrator (OMAFRA) Guelph, Ontario and the Honorable Jeff Leal, Minister of Agriculture, Food & Rural Affairs



Cathie Ritchie, City Clerk
26 Francis Street,
Lindsay, ON Canada K9V 5R8
Phone: 705-324-9411 extension 1295
E-Mail: critchie@kawarthalakes.ca

Council Memorandum

To: Council
Cc: Ron Taylor, Chief Administrative Officer
Date: January 30, 2018
From: Cathie Ritchie, City Clerk
Subject: Feed-In Tariff (FIT) Program– Prescribed Resolution of Support – Ground Mount Solar Project – 390 Northline Rd., 2387282 Ontario Inc. (Coppins)

Recommendation:

Whereas capitalized terms not defined herein have the meanings ascribed thereto in the FIT Contract, Version 3.1;

And Whereas 2387282 Ontario Inc. (the "Supplier") has entered into a FIT Contract to construct and operate a ground mount solar Facility (the "Project") on 390 Northline Road (the "Lands") in the City of Kawartha Lakes (the "Local Municipality") under the Province's FIT Program;

And Whereas the Supplier previously requested that the Council of the Local Municipality ("Council") indicate by resolution Council's support for the construction and operation of the Project on the Lands or all Projects with the same Renewable Fuel anywhere in the Local Municipality, and Council did provide such support in a prior resolution.

And Whereas the Supplier has requested that the Council indicate, by a resolution dated no earlier than June 10, 2015 (the "New Resolution"), Council's continued support for the construction and operation of the Project on the Lands;

And Whereas where a New Resolution is received in respect of a Project, the Supplier will be recognized as fulfilling the requirements under Section 2.4(d)(vii) of the FIT Contract, which may result in the Supplier being offered Notice to Proceed in accordance with the terms of the Supplier's FIT Contract;

Now Therefore Be It Resolved That Council of the City of Kawartha Lakes supports the construction and operation of the Project on the Lands. This resolution's sole purpose is to enable the Supplier to achieve Notice to Proceed under its FIT Contract and may not be used for the purpose of any other form of municipal approval in relation to the FIT Contract or Project or for any other purpose.

Background:

On June 6, 2017 Council adopted the following resolution:

CR2017-493

Moved By Councillor James

Seconded By Councillor Elmslie

RESOLVED THAT City of Kawartha Lakes supports the construction and operation of the Project on the Lands located at 390 Northline Road;

THAT this resolution's sole purpose is to enable the Supplier to achieve Notice to Proceed under its FIT Contract and may not be used for the purpose of any other form of municipal approval in relation to the FIT Contract or Project or for any other purpose;

THAT the Chief Administrative Office and the Director of Development Services be authorized to sign the required Independent Electricity System Operator (IESO) forms on behalf of the Council of the City of Kawartha Lakes for the ground mount solar project that was previously endorsed by Council at 390 Northline Road (Coppins), as attached; and

THAT this resolution shall expire 12 months after its adoption by Council.

The City has been notified that the Independent Electricity System Operator (IESO) requires the Council Resolution of Support to be submitted, and provide confirmation in the prescribed forms.

Risks/Considerations

The FIT Contract has commenced based on the June 6, 2017 Council Resolution No. CR2017-043 enabling the Supplier to achieve "Notice to Proceed" under its FIT Contract.

As the contract has proceeded, and Motion CR2017-043 authorized the Chief Administrative Officer and the Director of Development Services to sign the required IESO forms on behalf of the Council of the City of Kawartha Lakes, a motion to reconsider or rescind the June 6, 2017 motion is not being recommended.

Conclusion:

The prescribed resolution will meet the requirements of the Independent Electricity System Operator.

The Corporation of the City of Kawartha Lakes

MINUTES

REGULAR COUNCIL MEETING

CC2017-34

Tuesday, December 12, 2017

Closed Session Commencing at 1:00 p.m. Open Session Commencing at 2:00 p.m.

Council Chambers

City Hall

26 Francis Street, Lindsay, Ontario K9V 5R8

MEMBERS:

Mayor Andy Letham

Councillor Isaac Breadner

Councillor Pat Dunn

Councillor Doug Elmslie

Councillor Gord James

Councillor Gerard Jilesen

Councillor Brian S. Junkin

Councillor Rob Macklem

Councillor Mary Ann Martin

Councillor Gord Miller

Councillor Patrick O'Reilly

Councillor John Pollard

Councillor Kathleen Seymour-Fagan

Councillor Heather Stauble

Councillor Stephen Strangway

Councillor Andrew Veale

Councillor Emmett Yeo

Accessible formats and communication supports are available upon request.

1. CALL TO ORDER

Mayor Letham called the Meeting to order at 1:45 p.m. Councillors I. Breadner, D. Elmslie, G. Jilesen, B. Junkin, R. Macklem, M.A. Martin, G. Miller, P. O'Reilly, K. Seymour-Fagan, H. Stauble, S. Strangway, A. Veale and E. Yeo were in attendance.

Late Arrivals: Councillors P. Dunn and G. James 1:45 p.m.

Absent: Councillor J. Pollard

CAO R. Taylor, City Clerk C. Ritchie, Deputy Clerk A. Rooth and various other staff members were also in attendance.

2. ADOPTION OF CLOSED SESSION AGENDA

CR2017-1023

Moved By Councillor Strangway

Seconded By Councillor Junkin

Resolved That the Closed Session agenda be adopted as circulated.

CARRIED

3. DISCLOSURE OF PECUNIARY INTEREST IN CLOSED SESSION ITEMS

There were no declarations of pecuniary interest noted.

4. CLOSED SESSION

CR2017-1024

Moved By Councillor Miller

Seconded By Councillor Yeo

Resolved That Council convene into closed session at 1:45 p.m. in order to consider matters on the Tuesday, December 12, 2017 Closed Session Agenda and that are permitted to be discussed in a session closed to the public pursuant to Section 239(2) of the Municipal Act, S.O. 2001. S.25.

CARRIED

Councillors P. Dunn and G. James arrived in Council Chambers at 1:45 p.m.

5. OPENING CEREMONIES

5.1 Call Open Session to Order

Mayor Letham called the Open Session of the Meeting to order at 2:00 p.m.
Councillors I. Breadner, P. Dunn, D. Elmslie, G. James, G. Jilesen, B. Junkin, R. Macklem, M.A. Martin, G. Miller, P. O'Reilly, K. Seymour-Fagan, H. Stauble, S. Strangway, A. Veale and E. Yeo were in attendance.

Absent: Councillor J. Pollard

CAO R. Taylor, City Clerk C. Ritchie, Deputy Clerk A. Rooth and various other staff members were also in attendance.

5.2 O Canada

The Meeting was opened with the singing of 'O Canada'.

5.3 Moment of Silent Reflection

The Mayor asked those in attendance to observe a Moment of Silent Reflection.

5.4 Adoption of Open Session Agenda

CR2017-1028

Moved By Councillor Stauble

Seconded By Councillor Martin

Resolved That the Agenda for the Open Session of the Regular Council Meeting of Tuesday, December 12, 2017, be adopted as circulated and with the following amendments:

Addition - Deputation

9.1

Charlotte Hayward

Kennel By-Law Exemption Request

(Correspondence Items 10.1.2 and 10.1.3 on the Agenda)

Addition – Consent Reports

10.3.16

CS2017-019

Lisa Peimann, Executive Assistant, Community Services

Release of Fenelon Falls Legacy C.H.E.S.T. Funds to the Kawartha Lakes
Snowshoe Race

CARRIED

6. DISCLOSURE OF PECUNIARY INTEREST

There were no declarations of pecuniary interest noted.

7. MATTERS FROM CLOSED SESSION

Item 4.2

CR2017-1029

Moved By Councillor Strangway

Seconded By Councillor Elmslie

Resolved That the following members of the public be appointed to the Kawartha Lakes Accessibility Advisory Committee (AAC); Sharon Coupland, Lynda DaSilva, Sharlene Marshall and Elizabeth Peeters; each for a (3) three year term ending December 31, 2020; and

That Bill Huskinson be appointed to the Kawartha Lakes Accessibility Advisory Committee (AAC) for a (1) one year term ending December 31, 2018.

CARRIED

8. PUBLIC INFORMATION

8.1 Presentations

8.1.1 CC2017-34.8.1.1

Christine Pacini, Partner, SHS Consulting
City of Kawartha Lakes and County of Haliburton Affordable Housing Framework
(Report HH2017-004, Item 10.3.11 on the Agenda)

Christine Pacini of SHS Consulting attended Council to provide information on a study undertaken for the City of Kawartha Lakes and the County of Haliburton to create a toolbox to encourage development of affordable housing in these communities. Ms. Pacini responded to questions from members of Council.

CR2017-1030

Moved By Councillor Miller

Seconded By Councillor O'Reilly

Resolved That the presentation by Christine Pacini, Partner, SHS Consulting regarding the City of Kawartha Lakes and County of Haliburton Affordable

Housing Framework, Report HH2017-004, Item 10.3.11 on the Agenda, be received.

CARRIED

8.2 Invited Guests (Quarterly Basis)

8.3 Notices and Information by Members of Council and Staff

8.3.1 Council

Councillor Miller advised that the City has secured \$175,000.00 in funding from the Municipalities for Climate Innovation Program to complete foundational work, including development of a local healthy environment action plan.

Councillor O'Reilly invited everyone to the Little Britain Santa Claus Parade on December 15th at 7:00 p.m. He also noted that last weekend St. Mary's Church held a Rededication and Open House to raise funds for the refurbishment of the church. Another Open House takes place December 17th from 2:00 to 4:00 p.m.

Councillor Martin announced that Neil Young performed at Coronation Hall in Omemee on December 1st and thanked staff for all their hard work to accommodate this event.

Mayor Letham welcomed new staff; City Clerk Cathie Ritchie, Director of Corporate Services Jennifer Stover and new Communications, Advertising and Marketing Officer Maria Evans. He thanked Deputy Clerk Ann Rooth and Acting Director of Corporate Services Jenn Johnson for assisting during staff absences/vacancies. The Mayor thanked Council for their hard work and dedication through the course of the year, noting the absence of Councillor Pollard and expressing wishes for his swift recovery.

8.3.2 Staff

Director Sutherland invited everyone to attend the Open House and Chilli Lunch at Victoria Manor on December 14th from 11:00 a.m. to 1:30 p.m.

Chief Kirkpatrick advised that the Paramedic Service recently completed their Ambulance Service Review with the Ministry of Health.

8.4 Notice of Motion

9. DEPUTATIONS

9.1 CC2017-34.9.1

Charlotte Hayward
Kennel By-Law Exemption Request
(Correspondence Items 10.1.2 and 10.1.3 on the Agenda)

Ms. Hayward attended Council to provide information on her kennel operation and request an exemption from the Kennel Licensing By-law. Ms. Hayward responded to questions from members of Council.

CR2017-1031

Moved By Councillor Martin

Seconded By Councillor Breadner

Resolved That the deputation of Charlotte Hayward regarding her Kennel By-Law Exemption Request, Items 10.1.2 and 10.1.3 on the Agenda, be received.

CARRIED

10. CONSENT MATTERS

The following items were requested to be extracted from the Consent Agenda:

Councillor Breadner Item 10.1.3
Councillors Strangway, James and Junkin Item 10.3.6
Councillor Junkin Item 10.3.8
Councillor Strangway Item 10.3.14

Moved By Councillor Martin

Seconded By Councillor Stauble

Resolved That all of the proposed resolutions shown in Section 10.1, 10.2 and 10.3 of the Agenda be approved and adopted by Council in the order that they appear on the agenda and sequentially numbered, save and except Items 10.1.3, 10.3.6, 10.3.8 and 10.3.14.

CARRIED

10.1 Correspondence

10.1.1 CC2017-34.10.1.1

Cathie Ritchie, City Clerk
January 9, 2018 Council Meeting Cancellation

CR2017-1032

Resolved That the Memorandum regarding the January 9, 2018 meeting cancellation be received;

That the cancellation of the January 9, 2018 Council Meeting, be approved; and

That notice of the meeting cancellation will be posted on the City Website.

CARRIED

10.1.2 CC2017-34.10.1.2

Charlotte Hayward
Kennel By-Law Exemption Request

CR2017-1033

Resolved That the September 5, 2017 correspondence from Charlotte Hayward, regarding a Kennel By-law Exemption Request, be received.

CARRIED

10.2 Minutes from:

10.2.1 Council

10.2.1.1 CC2017-34.10.2.1.1

Minutes, Special Council Information Meeting
November 21, 2017

CR2017-1034

RESOLVED THAT the Minutes of the November 21 Special Council Information Meeting, be received and adopted.

CARRIED

10.2.1.2 CC2017-34.10.2.1.2

Minutes, Regular Council Meeting
November 28, 2017

CR2017-1035

RESOLVED THAT the Minutes of the November 28 Regular Council Meeting, be received and adopted.

CARRIED

10.2.2 Committees of Council, Advisory Boards and Task Forces

10.3 Reports

10.3.1 CLK2017-010

Barbara Condie, Accessibility Officer
2017 Accessibility Compliance Report

CR2017-1036

Resolved That Report CLK2017-010, **2017 Accessibility Compliance Report**, be received; and

That staff be authorized to submit the 2017 Accessibility Compliance Report, as outlined in Appendix A to Report CLK2017-010, to the Province of Ontario.

CARRIED

10.3.2 CLK2017-012

Joel Watts, Deputy Clerk
Municipal Election Recount Policy

CR2017-1037

Resolved That Report CLK2017-012, **Municipal Election Recount Policy**, be received;

That the policy entitled Municipal Election Recount Policy, appended to Report CLK2017-012, be adopted, numbered and inserted in the Corporate Policy Manual; and

That the necessary by-law be brought forward for adoption.

CARRIED

10.3.3 CLK2017-013

Cathie Ritchie, City Clerk
Amending By-law 2016-240 to Appoint an Acting Head of Council

CR2017-1038

Resolved That Report CLK2017-013, **Amending By-law 2016-240 to Appoint an Acting Head of Council**, be received; and

That a by-law, substantially in a form as outlined in Appendix A to Report CLK2017-013, be approved and adopted by Council.

CARRIED

10.3.4 PUR2017-060

Marielle van Engelen, Buyer
Amber Hayter, Supervisor, Water and Wastewater Operations
Request for Proposal 2017-101-OP Supply and Delivery of Cold Water Coagulant

CR2017-1039

Resolved That Report PUR2017-060, **Request for Proposal 2017-101-OP Supply and Delivery of Cold Water Coagulant**, be received;

That Kemira Water Solutions Canada Inc. of Varennes, Quebec being the highest scoring proponent be selected for the award for Request for Proposal 2017-101-OP Supply and Delivery of Cold Water Coagulant;

That Council be informed that the initial contract will be for a three (3) year term commencing January 1, 2018 and ending December 31, 2020;

That the option to renew this contract for an additional two (2) one (1) year terms, be approved pending vendor performance, annual budget approval and in accordance with the Purchasing Policy;

That Council be informed that if the City elects to exercise the option to renew for the optional years, unit price per liquid kilogram per year, will be based on the previous year's unit price multiplied by the annual percentage change of the Consumer Price Index (CPI), not to exceed 2 percent;

That subject to receipt of required documents, the Mayor and Clerk be authorized to execute the contract to award this project; and

That the Purchasing Division be authorized to issue a purchase order.

CARRIED

10.3.5 PUR2017-062

Ashley Wykes, Buyer
Dawna Storey, Benefits and Pension Administrator
Request for Proposal 2017-91-OP Employee and Family Assistance Program

CR2017-1040

Resolved That Report PUR2017-062, **Request for Proposal 2017-91-OP Employee and Family Assistance Program**, be received;

That Homewood Health Inc. of Toronto, being the highest scoring proponent, be selected for the award of Request for Proposal 2017-91-OP Employee and Family Assistance Program for a three year term for a total cost of \$149,385.60, plus HST;

That the options to renew this contract for an additional two (2), one (1) year terms, be approved pending vendor performance, annual budget approval and in accordance with the Purchasing Policy; and

That subject to receipt of the required documents, the Mayor and City Clerk be authorized to execute an agreement.

CARRIED

10.3.7 ED2017-021

Debra Soule, Economic Development Officer, Arts, Culture and Heritage
Municipal Heritage Committee Work Plan

CR2017-1041

Resolved That Report ED2017-021, **Municipal Heritage Committee Work Plan**, be received; and

That the document entitled 2018 Kawartha Lakes Municipal Heritage Committee Work Plan, appended to Report ED2017-021, be approved.

CARRIED

10.3.9 PLAN2017-068

Sherry L. Rea, Development Planning Supervisor
A By-law to Deem Lots 1 and 2, Registered Plan 144, Geographic Township of Fenelon, being 37 Elder Street, (McConomy and Selby)

CR2017-1042

Resolved That Report PLAN2017-068, **McConomy and Selby – D30-17-009**, be received;

That a Deeming By-law respecting Lots 1 and 2, Registered Plan 144, substantially in the form attached as Appendix C to Report PLAN2017-068, be approved and adopted by Council; and

That the Mayor and Clerk be authorized to execute and documents required by the approval of this application.

CARRIED

10.3.10 FIRE2017-001

Mark Pankhurst, Fire Chief
Emergency Management Program Update

CR2017-1043

Resolved That Report FIRE2017-001, **Emergency Management Program Update**, be received; and

That the Manager of Communications, Advertising and Marketing be designated as the City of Kawartha Lakes Emergency Information Officer.

CARRIED

10.3.11 HH2017-004

Hope Lee, Administrator/Manager, Housing
Affordable Housing Framework

CR2017-1044

RESOLVED THAT Report HH2017-004, **Affordable Housing Framework**, be received;

That the Kawartha Lakes Haliburton Affordable Housing Framework, included as Appendix A and B to Report HH2017-004, be endorsed by Council and guide future City work plans and budget submissions;

That the 2018 programs outlined in Table 1 in Report HH2017-004, be approved; and

That any 2018 municipal funding not allocated by December 31, 2018 will be transferred into an Affordable Housing Reserve and used toward future year Housing Actions and targets.

CARRIED

10.3.12 EMS2017-001

Keith Kirkpatrick, Paramedic Chief
Agreement Between Lakeridge Health and City of Kawartha Lakes

CR2017-1045

Resolved That Report EMS2017-001, **Agreement Between Lakeridge Health and City of Kawartha Lakes**, be received;

That the Mayor and Clerk be authorized to execute any documents and agreements required by the approval of this agreement; and

That a by-law, substantially in the form attached as Appendix A to Report EMS2017-001, be forwarded to Council for adoption.

CARRIED

10.3.13 WM2017-011

Angela Porteous, Regulatory Compliance Officer
2018 Lindsay Ops Landfill Public Review Committee Work Plan

CR2017-1046

Resolved That Report WM 2017-011, **2018 Lindsay Ops Landfill Public Review Committee Work Plan**, be received; and

That the 2018 Lindsay Ops Public Review Committee Work Plan attached as Appendix A to Report WM2017-011, be approved by Council.

CARRIED

10.3.15 WWW2017-011

Julie Henry, Quality Management and Policy Coordinator
Drinking Water Quality Management System Review and Endorsement

CR2017-1047

Resolved That Report WWW2017-011, **Drinking Water Quality Management System Review and Endorsement**, be received;

That the City of Kawartha Lakes and Ontario Clean Water Agency (OCWA) Drinking Water Quality Management Reviews, be received;

That the City of Kawartha Lakes Water and Wastewater Quality Management System be endorsed by Council for approval through the accreditation process;

That the City of Kawartha Lakes Quality Management System Policy statements be adopted;

That the Ontario Clean Water Agency Quality Management System be endorsed by Council for approval through the accreditation process; and

That the Ontario Clean Water Agency Quality Management System Policy statements be adopted.

CARRIED

10.3.16 CS2017-019

Lisa Peimann, Executive Assistant, Community Services
Release of Fenelon Falls Legacy C.H.E.S.T. Funds to the Kawartha Lakes Snowshoe Race

CR2017-1048

Resolved That Report CS2017-019, **Release of Fenelon Falls Legacy C.H.E.S.T. Funds to the Kawartha Lakes Snowshoe Race**, be received; and

That the Kawartha Lakes Snowshoe Race, be approved for funding in the amount of \$2,500.00 with the allocation to come from the Fenelon Falls Legacy C.H.E.S.T. Reserve (3.24350).

CARRIED

10.4 Items Extracted from Consent

10.1.3 CC2017-34.10.1.3

Alix Hick, Senior Licensing Officer
Charlotte Hayward Kennel By-Law Exemption Request

CR2017-1049

Moved By Councillor Breadner

Seconded By Councillor Veale

Resolved That the December 12, 2017 memorandum from Alix Hick, Senior Licensing Officer, regarding Charlotte Hayward Kennel By-Law Exemption Request, be received;

That staff be directed to review licensing of and zoning for canine day boarding facilities where canines are housed for daily care, not including overnight boarding; and

THAT staff be directed to report back to Council by end of Q1 2018.

CARRIED

10.3.6 PUR2017-064

Ashley Wykes, Buyer
Rod Porter, Supervisor Capital and Special Projects
Tender 2017-98-CT Reconstruction of Old Mill Intake Structure, Lindsay

CR2017-1050

Moved By Councillor O'Reilly

Seconded By Councillor Elmslie

Resolved That Report PUR2017-064, **Tender 2017-98-CT Reconstruction of Old Mill Intake Structure, Lindsay**, be received;

That J. Hoover Ltd. of Stouffville be selected for the award of Tender 2017-98-CT Reconstruction of Old Mill Intake Structure for the tender price of \$150,000.00, plus HST;

That funds in the amount of \$67,611.00 be released from the Capital Projects Reserve for the purpose of completing this work;

That subject to the receipt of the required documents, the Mayor and City Clerk be authorized to execute the agreement to award Tender 2017-98-CT; and

That the Financial Services Division be authorized to issue a purchase order.

CARRIED

10.3.8 ED2017-022

Debra Soule, Economic Development Officer, Arts, Culture and Heritage
Adding Listed Properties to the Heritage Register

Moved By Councillor Junkin

Seconded By Councillor Breadner

Resolved That Report ED2017-022, **Adding Listed Properties to the Heritage Register**, be received;

That staff be directed to add a Section Two: Properties of Potential Heritage Value or Interest section to the Kawartha Lakes Heritage Property Register;

That the Municipal Heritage Committee identify and include properties of potential heritage interest and value in Section Two of the Heritage Property Register; and

That the property owners must consent to their property being added to the Heritage Property Register.

MOTION FAILED

CR2017-1051

Moved By Councillor Macklem

Seconded By Councillor Miller

Resolved That Report ED2017-022, **Adding Listed Properties to the Heritage Register**, be received;

That staff be directed to add a Section Two: Properties of Potential Heritage Value or Interest section to the Kawartha Lakes Heritage Property Register;

That the Municipal Heritage Committee identify and include properties of potential heritage interest and value in Section Two of the Heritage Property Register; and

That the property owners be notified of inclusion on the list and of the nature of the listing.

CARRIED

10.3.14 WM2017-013

David Kerr, Manager Environmental Services
Adopt A Road Program

CR2017-1052

Moved By Councillor Strangway

Seconded By Councillor Elmslie

Resolved That Report WM2017-013, **Adopt a Road Program**, be received; and

That the matter be referred back to staff to gather input from the Lindsay-Ops Landfill Public Review Committee, Fenelon Landfill Public Review Committee and Waste Strategy Task Force.

CARRIED

11. COMMITTEE OF THE WHOLE

12. COMMITTEE OF THE WHOLE AND PLANNING COMMITTEE MINUTES

12.1 CC2017-34.12.1

Minutes, Planning Advisory Committee Meeting
December 6, 2017

CR2017-1053

Moved By Councillor O'Reilly

Seconded By Councillor Miller

Resolved That the Minutes of the December 6, 2017 Planning Advisory Committee Meeting be received and the recommendations be adopted.

CARRIED

13. CORRESPONDENCE AND PETITIONS

14. OTHER OR NEW BUSINESS

15. BY-LAWS

The mover requested the consent of Council to read the by-laws by number only.

Moved By Councillor O'Reilly

Seconded By Councillor Miller

Resolved That the By-Laws shown in Section 15.1 of the Agenda, namely: Items 15.1.1 to and including 15.1.11 be read a first, second and third time, passed, numbered, signed and the corporate seal attached.

CARRIED

15.1 By-Laws by Consent

15.1.1 CR2017-1054

A By-law to Adopt a Municipal Election Recount Policy for the City of Kawartha Lakes

15.1.2 CR2017-1055

A By-law to Amend By-law 2016-240, being A By-law to Appoint an Acting Head of Council for the City of Kawartha Lakes

15.1.3 CR2017-1056

A By-Law To Deem Part of a Plan of Subdivision, Previously Registered For Lands Within Kawartha Lakes, Not To Be A Registered Plan Of Subdivision In Accordance With The Planning Act
Pins # 63275-0345(LT) and #63275-0346(LT), Described As Lots 1 and 2, Plan 144, Geographic Township of Fenelon, Now City of Kawartha Lakes

15.1.4 CR2017-1057

A By-law to Authorize the Execution of an Agreement Between Lakeridge Health and the Corporation of the City of Kawartha Lakes

15.1.5 CR2017-1058

A By-Law to Authorize the Sale Of Municipally Owned Property Legally Described as Lots 1, 2, 3, 6 and 7, Block 12, Registered Plan No. 109, in the Geographic Village of Omemee, City of Kawartha Lakes Designated as Part 1 on Plan 57R-10576 Being PIN: 63255-0263 (LT)

15.1.6 CR2017-1059

A By-law to Authorize the Conveyance of Municipally Owned Property Known as Mariposa Community Hall (Building Only)

15.1.7 CR2017-1060

A By-Law to Establish and Assume a Parcel of Land Legally Described as Part Lots 8 and 9, Concession 12 and 13, further described as Parts 1, 3 and 4 on Plan 57R3091; in the Township of Mariposa, City of Kawartha Lakes, being Part of PIN: 63181-0181(LT) as Part of Black School Road

15.1.8 CR2017-1061

A By-law to Levy Interim Taxes for 2018 in the City of Kawartha Lakes

15.1.9 CR2017-1062

A By-Law To Amend The Town of Lindsay Zoning By-Law No. 2000-75 To Rezone Land Within The City Of Kawartha Lakes (Lindsay Retirement Home GP Ltd.)

15.1.10 CR2017-1063

A By-law to Assume Cook Street, Plan 57M-779 (PIN: 63237-1285(LT)) and Plan 57M-793 (PIN: 63237-1614(LT)), Power Court, Plan 57M-779 (PIN: 63237-1287(LT)), and McQuarrie Road, Plan 57M-779 (PINs: 63237-1288(LT) and 63237-1289(LT)) and Trail Blocks 52 to 55, both inclusive, Plan 57M-779, (PINs: 63237-1274(LT), 63237-1275(LT), 63237-1276(LT), and 63237-1277(LT)), and Corresponding 0.3 Metre Reserves, Blocks 56 to 62, both inclusive, Plan 57M-779, (PINs: 63237-1278(LT), 63237-1279(LT), 63237-1280(LT), 63237-1281(LT), 63237-1282(LT), 63237-1283(LT), 63237-1284(LT)) and Trail Blocks 16 and 17, Plan 57M-793m (PINs: 63237-1610(LT) and 63237-1611(LT)), and Corresponding 0.3 Metre Reserves (PINs: 63237-1612(LT) and 63237-1613(LT)), Plan 57M-793, Geographic Township of Ops, The Corporation of the City of Kawartha Lakes

15.1.11 CR2017-1064

A By-law to Assume Green Arbour Way, Plan 57M-788 (PINs: 63236-0119(LT), 63236-0197(LT), and 63236-0120(LT)) Geographic Town of Lindsay, The Corporation of the City of Kawartha Lakes

15.2 By-Laws Extracted from Consent

16. CLOSED SESSION (IF NOT COMPLETED PRIOR TO OPEN SESSION)

17. MATTERS FROM CLOSED SESSION

18. CONFIRMING BY-LAW

CR2017-1065

Moved By Councillor Elmslie

Seconded By Councillor Jilesen

Resolved That a by-law to confirm the proceedings of a Regular Council Meeting held Tuesday, December 12, 2017 be read a first, second and third time, passed, numbered, signed and the corporate seal attached.

CARRIED

19. ADJOURNMENT

CR2017-1066

Moved By Councillor Yeo

Seconded By Councillor Macklem

Resolved That the Council Meeting adjourn at 3:31 p.m.

CARRIED

Read and adopted this 30th day of January, 2018.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

Recommendations from the December 6, 2017 Planning Advisory Committee Meeting:

PC2017-049

Moved By Mayor Letham

Seconded By Councillor Miller

Recommend That Report PLAN2017-067, respecting **Plan 11, Range 7 Part of Lot 9 East William Street, Former Village of Bobcaygeon, Nichol – Application D06-17-030**, be received; and

That Report PLAN2017-067 respecting Application D06-17-030 be referred back to staff to address any issues raised through the public consultation process and for further review and processing until such time that all comments have been received from all circulated agencies and City departments and that any comments and concerns have been addressed.

CARRIED

PC2017-050

Moved By Mayor Letham

Seconded By Councillor Miller

Recommend That Report PLAN2017-064, **Plan 8P, Part of Park Lot K, 57R-7336, Part of Part 1, Former Town of Lindsay, Lindsay Retirement Home GP Ltd. – Application D06-17-025**, be received;

That the zoning by-law amendment respecting application D06-17-025, substantially in the form attached as Appendix C to Report PLAN2017-064, be approved and adopted by Council;

That in accordance with Section 34(17) of the Planning Act, Council having considered the change to the proposed Zoning By-law Amendment deems no further public notice to be necessary; and

That the Mayor and Clerk be authorized to execute any documents and agreements required by the approval of this application.

CARRIED

PC2017-051

Moved By Councillor Miller

Seconded By Councillor Macklem

Recommend That Report ENG2017-027, **Assumption Report for Trails of the Kawarthas Subdivision – Phases 3 and 4, Geographic Township of Ops, City of Kawartha Lakes**, be received;

That the Assumption of Trails of the Kawarthas Subdivision – Phases 3 and 4, Geographic Township of Ops, City of Kawartha Lakes, be approved;

That an Assumption By-Law, substantially in the form attached as Appendix A to Report ENG2017-027 be approved and adopted by Council; and

That the Mayor and City Clerk be authorized to execute any documents and agreements required by the approval of this application.

CARRIED

PC2017-052

Moved By Mayor Letham

Seconded By Councillor Junkin

Recommend That Report ENG2017-028, **Assumption Report for Arbour Way Subdivision, Geographic Town of Lindsay, City of Kawartha Lakes**, be received;

That the Assumption of Arbour Way Subdivision, Geographic Town of Lindsay, City of Kawartha Lakes, be approved;

That an Assumption By-Law, substantially in the form attached as Appendix A to Report ENG2017-028 be approved and adopted by Council; and

That the Mayor and City Clerk be authorized to execute any documents and agreements required by the approval of this application.

CARRIED

PC2017-053

Moved By Mayor Letham

Seconded By M. Barkwell

Resolved That Report ENG2017-029, **Assumption Report for Springdale Gardens Subdivision – Phases 1a) and 1b), Geographic Township of Ops, City of Kawartha Lakes**, be received;

That the Assumption of Springdale Gardens Subdivision – Phases 1a) and 1b), Geographic Township of Ops, City of Kawartha Lakes, be approved;

That an Assumption By-Law, substantially in the form attached as Appendix A to Report ENG2017-029 be approved and adopted by Council; and

That the Mayor and City Clerk be authorized to execute any documents and agreements required by the approval of this application.

CARRIED

The Corporation of the City of Kawartha Lakes
MINUTES
SPECIAL COUNCIL MEETING

CC2017-35
Wednesday, December 13, 2017
Open Session Commencing at 1:00 p.m.
Council Chambers
City Hall
26 Francis Street, Lindsay, Ontario K9V 5R8

MEMBERS:
Mayor Andy Letham
Councillor Isaac Breadner
Councillor Pat Dunn
Councillor Doug Elmslie
Councillor Gord James
Councillor Gerard Jilesen
Councillor Brian S. Junkin
Councillor Rob Macklem
Councillor Mary Ann Martin
Councillor Gord Miller
Councillor Patrick O'Reilly
Councillor John Pollard
Councillor Kathleen Seymour-Fagan
Councillor Heather Stauble
Councillor Stephen Strangway
Councillor Andrew Veale
Councillor Emmett Yeo

Accessible formats and communication supports are available upon request.

1. CALL TO ORDER

Mayor Letham called the meeting to order at 9:00 a.m. Councillors I. Breadner, P. Dunn, D. Elmslie, G. James , G. Jilesen, B. Junkin, R. Macklem, M.A. Martin, G. Miller, P. O'Reilly, K. Seymour-Fagan, H. Stauble, S. Strangway, A. Veale and E. Yeo were in attendance.

Absent: Councillor J. Pollard.

CAO R. Taylor, City Clerk C. Ritchie, Deputy Clerk A. Rooth and various other staff were also in attendance.

2. ADOPTION OF AGENDA

CR2017-1067

Moved By Councillor Strangway

Seconded By Councillor Martin

Resolved That the Agenda for the Open Session of the Special Council Meeting of Wednesday, December 13, 2017, be adopted as circulated.

CARRIED

3. DISCLOSURE OF PECUNIARY INTEREST

There were no declarations of pecuniary interest noted.

4. PUBLIC INFORMATION

4.1 Presentations

4.1.1 CC2017-35.4.1.1

Ron Taylor, CAO

Carolyn Daynes, City Treasurer

Adam Found, Manager of Corporate Assets

2018 Proposed Operating Budget

CAO Taylor and Manager Found provided an overview of the 2018 budget process, highlighting a focus on alignment with guiding documents and the need to take a flexible, phased-in approach to sustainability. City Treasurer Daynes provided information on reserves, debt limit and the proposed operating budget.

CR2017-1068

Moved By Councillor Seymour-Fagan

Seconded By Councillor Veale

Resolved That the presentation by CAO Taylor, City Treasurer Daynes and Manager Found regarding the 2018 Proposed Operating Budget, be received.

CARRIED

5. REPORTS

5.1 CORP2017-030

Carolyn Daynes, City Treasurer

Adam Found, Manager of Corporate Assets

Proposed 2018 Tax-Supported and Water and Wastewater Operating Budgets

CR2017-1069

Moved By Councillor Elmslie

Seconded By Councillor Strangway

Resolved That Report CORP2017-030, **Proposed 2018 Tax-Supported and Water and Wastewater Operating Budgets**, be received.

CARRIED

5.2 2018 Water and Wastewater Operating Budget

5.2.1 CC2017-35.5.2.1

Public Comments - Water and Wastewater Operating Budget

There were no public comments regarding the 2018 Water and Wastewater Operating Budget.

5.2.2 CC2017-35.5.2.2

Written Public Submissions - Water and Wastewater Operating Budget

There were no written public submissions regarding the 2018 Water and Wastewater Operating Budget.

5.2.3 CC2017-35.5.2.3

Bryan Robinson, Director of Public Works

Carolyn Daynes, City Treasurer

Adam Found, Manager of Corporate Assets
Budget Overview and Extractions - Water and Wastewater Operating Budget

5.2.4 CC2017-35.5.2.4

Adoption of the 2018 Water and Wastewater Operating Budget

CR2017-1070

Moved By Councillor Elmslie

Seconded By Councillor Strangway

Resolved That the 2018 Water and Wastewater Operating Budget, attached as Appendix B to Report CORP2017-030, be adopted; and

That the transfers to and from reserves, identified in Appendix D to Report CORP2017-030, be approved for the 2017 Water and Wastewater Operating Budget.

CARRIED

5.3 2018 Tax-Supported Operating Budget

5.3.1 CC2017-35.5.3.1

Public Comments - Tax-Supported Operating Budget

Charles McDonald, President of the Lindsay Downtown Business Improvement Area (BIA), attended with Board member Steve Podolsky, to request Council consideration of the BIA's proposal for the Lindsay Downtown BIA to provide parking enforcement in the Lindsay downtown with a funding allocation of \$35,000.00. Mr. McDonald responded to questions from members of Council.

Ted Smith, Chair of Kawartha Region Conservation Authority, was in attendance with several other Board members. He provided information on the activity of Kawartha Conservation within the City and benefits of such.

CR2017-1071

Moved By Councillor Stauble

Seconded By Councillor Martin

Resolved That the public comments regarding the 2018 Tax-Supported Operating Budget, be received.

CARRIED

5.3.2 CC2017-35.5.3.2

Written Public Submissions - Tax-Supported Operating Budget

5.3.2.1 CC2017-35.5.3.2.1

Mark Majchrowski, CAO
Kawartha Conservation 2018 Preliminary Budget

5.3.2.2 CC2017-35.5.3.2.2

Dan Mathieson, Chair, Board of Directors
Municipal Property Assessment Corporation (MPAC) Budget and Municipal Levy
for 2018

5.3.2.3 CC2017-35.5.3.2.3

Tana N. Torch, General Manager
Lindsay Downtown Business Improvement Area (BIA) Parking Enforcement

CR2017-1072

Moved By Councillor Strangway
Seconded By Councillor O'Reilly

Resolved That the following written submissions regarding the 2018 Tax-Supported Operating Budget, included in Section 5.3.2 of the Agenda from the:

Kawartha Conservation dated December 6, 2017
Municipal Property Assessment Corporation (MPAC) dated December 5, 2017;
and
Lindsay Downtown Business Improvement Area (BIA) dated November 30, 2017, be received.

CARRIED

5.3.3 CC2017-35.5.3.3

Budget Overview and Extractions - Tax-Supported Operating Budget

5.3.3.1 Mayor and Council and Office of the Chief Administrative Officer - Ron Taylor, CAO

Moved By Councillor Breadner

Seconded By Councillor Junkin

Resolved That the 2018 Materials, Supplies and Services budget of the Office of the CAO be reduced to the 2017 actual budget of \$ 84,750.00.

MOTION FAILED

Moved By Councillor Breadner

Seconded By Councillor Junkin

Resolved That the 2018 Materials, Supplies and Services budget of the Clerks Division be reduced to the 2017 actual budget of \$ 196,400.00.

MOTION FAILED

Moved By Councillor James

Seconded By Councillor Dunn

Resolved That the Municipal Law Enforcement budget be increased by \$35,000.00 for downtown Lindsay parking enforcement by the Lindsay Downtown Business Improvement Area (BIA).

MOTION FAILED

CR2017-1073

Moved By Councillor Breadner

Seconded By Councillor Miller

Resolved That the Municipal Law Enforcement budget be increased by \$20,000.00 for downtown Lindsay parking enforcement by the Lindsay Downtown Business Improvement Area (BIA).

CARRIED

Moved By Councillor Breadner
Seconded By Councillor Junkin

Resolved That the 2018 Materials, Supplies and Services budget of the Legal Division be reduced to the 2017 actual budget of \$ 101,300.00.

MOTION FAILED

Resolved That Council recess at 11:36 a.m. and reconvene at 11:45 a.m.

5.3.3.2 Community Services - Jenn Johnson, Manager of Parks, Recreation and Culture (Acting Director)

CR2017-1074

Moved By Councillor Dunn
Seconded By Councillor Strangway

Resolved that the Community Services budget be increased by \$7,500.00 for Maryboro Lodge's utility expenses.

CARRIED

5.3.3.3 Corporate Services - Ron Taylor, CAO (Acting Director)

The meeting recessed at 12:42 p.m. and reconvened at 1:18 p.m.

5.3.3.4 Development Services - Chris Marshall, Director

Recorded vote requested by Councillor Stauble.

Moved By Councillor Breadner
Seconded By Councillor Junkin

Resolved That the Lake Management Plan Implementation component of Special Projects in the Kawartha Region Conservation Authority (KRCA) Budget be removed from the budget in the amount of \$157,900.00.

Recorded	For	Against	Absent
Mayor Letham		X	
Councillor Breadner	X		
Councillor Dunn		X	
Councillor Elmslie		X	

Councillor James		X	
Councillor Jilesen		X	
Councillor Junkin	X		
Councillor Macklem		X	
Councillor Martin		X	
Councillor Miller		X	
Councillor O'Reilly		X	
Councillor Pollard			X
Councillor Seymour-Fagan		X	
Councillor Stauble		X	
Councillor Strangway		X	
Councillor Veale		X	
Councillor Yeo	X		
Results	3	13	1
MOTION FAILED			

CR2017-1075

Moved By Councillor Miller

Seconded By Councillor Elmslie

Resolved That the Kawartha Region Conservation Authority (KRCA) and City staff work with the Lake Management Community Advisory Panel to develop a multi-year CKL Lake Management Implementation Plan for Council consideration before end of Q2 2018, inclusive of implementation program descriptions, success measures, project leads and associated costs.

CARRIED

CR2017-1076

Moved By Councillor Dunn

Seconded By Councillor Miller

Resolved That the proposed Kawartha Region Conservation Authority (KRCA) levy budget be decreased by \$15,000.00 to eliminate board member per diem payments.

CARRIED

Recorded vote requested by Councillor Strangway.

CR2017-1077

Moved By Councillor Breadner

Seconded By Councillor Yeo

Resolved That the Kawartha Region Conservation Authority (KRCA) Board review and consider in 2018 restructuring voting procedures to establish weighted votes for all Board decisions in keeping with KRCA Board voting procedures for budget approval.

Recorded	For	Against	Absent
Mayor Letham	X		
Councillor Breadner	X		
Councillor Dunn	X		
Councillor Elmslie		X	
Councillor James	X		
Councillor Jilesen	X		
Councillor Junkin	X		
Councillor Macklem		X	
Councillor Martin		X	
Councillor Miller	X		
Councillor O'Reilly	X		
Councillor Pollard			X
Councillor Seymour-Fagan	X		
Councillor Stauble		X	

Councillor Strangway		X	
Councillor Veale	X		
Councillor Yeo	X		
Results	11	5	1
CARRIED			

Recorded vote requested by Councillor Strangway.

CR2017-1078

Moved By Councillor Yeo

Seconded By Councillor Miller

Resolved That the Kawartha Region Conservation Authority (KRCA) consider an amendment to their procedural by-law to automatically appoint a CKL Board member to an executive position (Chair or Vice Chair), recognizing the City's levy apportionment exceeding 60 percent.

Recorded	For	Against	Absent
Mayor Letham	X		
Councillor Breadner	X		
Councillor Dunn	X		
Councillor Elmslie		X	
Councillor James	X		
Councillor Jilesen	X		
Councillor Junkin	X		
Councillor Macklem		X	
Councillor Martin		X	
Councillor Miller	X		
Councillor O'Reilly	X		
Councillor Pollard			X
Councillor Seymour-Fagan	X		

Councillor Stauble		X	
Councillor Strangway		X	
Councillor Veale	X		
Councillor Yeo	X		
Results	11	5	1

CARRIED

5.3.3.5 Engineering and Corporate Assets - Juan Rojas, Director

5.3.3.6 Fire Services - Mark Pankhurst, Chief

5.3.3.7 Paramedic Services - Keith Kirkpatrick, Chief

Kawartha Lakes Police Service

Moved By Councillor Breadner

Seconded By Councillor Yeo

Resolved That the Kawartha Lakes Police Service budget be sent back to the Kawartha Lakes Police Services Board for reconsideration.

MOTION FAILED

Council recessed at 3:00 p.m. and reconvened at 3:06 p.m.

5.3.3.8 Human Services - Rod Sutherland, Director

Moved By Councillor Breadner

Seconded By Councillor Yeo

Resolved That the Ontario Works-Discretionary Benefits be removed from the budget in the amount of \$106,155.00.

MOTION FAILED

Moved By Councillor Breadner

Seconded By Councillor Junkin

Resolved That the funding to Kawartha Lakes Health Care Initiative (KLHCI) be removed from the budget in the amount of \$64,838.00 and the KLHCI Doctor Recruitment Reserve in the amount of \$100,00.00 be eliminated.

MOTION FAILED

CR2017-1079

Moved By Councillor Junkin

Seconded By Councillor Breadner

Resolved That the transfer to the KLHCI Doctor Recruitment Reserve be reduced in the amount of \$80,000.00 to \$20,000.00.

CARRIED

5.3.3.9 Public Works - Bryan Robinson, Director

Moved By Councillor Junkin

Seconded By Councillor Breadner

Resolved That the budget amount for Calcium Chloride, included in the Winter Control Budget Contracted Services, be reduced in the amount of \$200,000.00.

MOTION FAILED

5.3.4 CC2017-35.5.3.4

Adoption of the 2018 Tax-Supported Operating Budget

CR2017-1080

Moved By Councillor Elmslie

Seconded By Councillor Junkin

Resolved That the transfer to Reserves be reduced by \$600,000.00 to a total of \$2 Million to reduce the impact to the tax levy.

CARRIED

CR2017-1081

Moved By Councillor Elmslie

Seconded By Councillor O'Reilly

Resolved That \$2 Million of Reserves be allocated as follows:

\$1 Million to the Contingency Reserve

\$1 Million to the Capital Reserve.

CARRIED

Recorded vote requested by Councillor Breadner.

CR2017-1082

Moved By Councillor Elmslie

Seconded By Councillor Seymour-Fagan

Resolved That the 2018 Tax-Supported Operating Budget, attached as Appendix A to Report CORP2017-030, as amended, be adopted;

That the transfers to and from reserves identified in Appendix C to Report CORP2017-030, be approved for the 2017 Tax-Supported Operating Budget; and

That the 2016 tax-supported deficit remaining of \$393,358.00, be funded from the 2017 surplus in land sales.

Recorded	For	Against	Absent
Mayor Letham	X		
Councillor Breadner		X	
Councillor Dunn	X		
Councillor Elmslie	X		
Councillor James	X		
Councillor Jilesen	X		
Councillor Junkin		X	
Councillor Macklem	X		
Councillor Martin	X		
Councillor Miller	X		
Councillor O'Reilly	X		
Councillor Pollard			X
Councillor Seymour-Fagan	X		
Councillor Stauble	X		
Councillor Strangway	X		

Councillor Veale	X		
Councillor Yeo	X		
Results	14	2	1
			CARRIED

6. **CLOSED SESSION**

7. **MATTERS FROM CLOSED SESSION**

8. **CONFIRMING BY-LAW**

CR2017-1083

Moved By Councillor Stauble

Seconded By Councillor Strangway

Resolved That a by-law to confirm the proceedings of a Special Council Meeting held Wednesday, December 13, 2017 be read a first, second and third time, passed, numbered, signed and the corporate seal attached.

CARRIED

9. **ADJOURNMENT**

CR2017-1084

Moved By Councillor Seymour-Fagan

Seconded By Councillor Macklem

Resolved That the Council Meeting adjourn at 4:23 p.m.

CARRIED

Read and adopted this 30th day of January, 2018.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

The Corporation of the City of Kawartha Lakes

Council Report

Report Number CLK2018-001

Date: January 30, 2018

Time: 2:00 p.m.

Place: Council Chambers

Ward Community Identifier: 14

Subject: Line Fence Matter – McCausland and Hehl

Author Name and Title: Joel Watts, Deputy Clerk

Recommendation(s):

That Report CLK2018-001 **Line Fence Matter – McCausland and Hehl**, be received; and

That the City Clerk be instructed to proceed with the process under section 5.01 (Payment by Treasurer) of By-law 2015-124 for the McCausland and Hehl Line Fence Matter during the time frame of November 1st to March 31st as weather permits.

Department Head:_____

Financial/Legal/HR/Other:_____

Chief Administrative Officer:_____

Background:

In September 2016, three of the City of Kawartha Lakes Fence Viewers prepared an award for the line fence dispute between two property owners (McCausland & Hehl) in the area of Concession 10, Lots 24 and 25 of the Geographic Township of Ops.

The original award prepared by the Fence Viewers was appealed to the Deputy Referee who replaced the award on December 15, 2016 with his decision attached as Appendix A to this report. His decision also provides brief synopsis of the dispute. The fence in question has been reported as complete by Mr. McCausland to the City Clerk's Office, however payment issues still remain. This report addresses those matters.

Rationale:

As part of the Deputy Referee's award, the following was stated:

"10. When the construction of the fence has been complete, Brian McCausland shall be responsible for paying the full amount of the invoice to the contractor.

11. Jeffrey Hehl shall be responsible for paying 50 percent of this amount to Brian McCausland within twenty-eight days following the day on which written notice is given by Mr. McCausland to Mr. Hehl requesting payment of this amount."

Mr. McCausland has identified to the City Clerk's Office that the fence is now complete, and has supplied evidence that he has given notice to Mr. Hehl via registered mail (on December 5, 2017) that his payment of 50 percent is now due. Mr. McCausland has stated that he has not received payment from Mr. Hehl. According to the invoice from Tom Thurston (Sturgeon View Farms and Excavating) received, the amount owed by Mr. Hehl to Mr. McCausland is \$4,470.50 (or 50 percent of the total invoice supplied to the City Clerk's Office of \$8,941.01).

By-law 2015-124 (a By-law to set a Line Fences Administration Fee for the City of Kawartha Lakes) identifies a dispute mechanism when this type of event occurs. It states the following in Section 5.01:

5.01 Payment by Treasurer: After the timelines and process established under section 11 of the Line Fences Act have been complied with, an owner can initiate the following procedure for payment of an amount owed.

Any administrative costs of the proceedings owed by the owner making the request to the City shall be paid by the owner to the City before payment from the Treasurer is made.

If Award states one owner to pay other owner their share of the fence:

1. The owner shall notify (by registered mail or personal delivery) the defaulting owner of the amount owing.
2. If not paid within 28 days from the date the notice was served the owner may start proceedings to recover the money.
3. After 28 days from the date the notice was served the owner desiring to institute proceedings shall notify the City Clerk to have the Fence-Viewers re-attend and certify:
 - a) The default of the adjoining owner; and
 - b) The value of the work done by the owner which according to the award ought to have been done by the adjoining owner or the portion of costs of the work done.
4. City Clerk notifies both owners and Fence-Viewers not less than one week from the service of the notice that the Fence-Viewers shall re-attend and decide whether the award has been obeyed.
5. The Fence-Viewers shall determine the value of the work done and the portion of that value payable by the defaulting owner and shall prepare a certificate of default and the amount payable by the defaulting owner to the other owner.
6. The Fence-Viewers shall specify the costs of the proceedings and apportion the costs to the owner(s) as they see appropriate.
7. The Fence-Viewers deposit the certificate with the municipality and the City Clerk shall send a certified copy to each owner.
8. Upon written application by the owner entitled to receive the amount certified, the Treasurer may pay to the owner the amount certified or a portion thereof.
9. Upon making payment the Treasurer shall notify the defaulting owner of the amount owed.
10. The amount paid to the owner by the Treasurer may be collected in the same manner as municipal taxes together with interest from the defaulting owner.

The City Clerk's Office would like to proceed with this process, however to have the original three Fence Viewers re-attend to certify the default, they would have to wait until April 1, 2018 as Section 2.01 of By-law 2015-124 states the following:

2.01 Attendance or Re-attendance: No arbitration or other proceeding requiring the attendance or re-attendance of Fence-Viewers shall be scheduled between the 1st day of November and the 31st day of March in the next following year unless authorized by Council.

Mr. McCausland has requested on January 10, 2017 via letter to Council (attached as Appendix B) that Council authorize the fence viewers to re-attend within the period of November 1st to March 31st. If Council adopts the recommended resolution, the Fence Viewers would be permitted to re-attend the

site during the winter, ensure that the fence is complete to the specifications of the Deputy Referee's award, and consider issuing a Certificate of Default to the City Clerk's Office. If the Fence Viewers choose to issue a Certificate of Default, this will permit the City to pay Mr. McCausland the share owed by Mr. Hehl, and collect the portion owed by Mr. Hehl in the same manner as municipal taxes.

Mr. McCausland has identified that, weather permitting, he is willing to assist with the re-attendance of the Fence-Viewers as the fence in question is some distance from the road allowance (Cheese Factory Road, and the unopened portion of Lilac Road).

Other Alternatives Considered:

Council could decide not to allow the early re-attendance of the Fence Viewers and thereby enforce the provisions of By-law 2015-124. In this case, if Mr. McCausland would still wish for the Fence-Viewers to re-attend to certify any potential default, he would have to wait until April 1, 2018 at the earliest. This option would provide an inconvenience for Mr. McCausland who has already paid Mr. Hehl's share of the award to the contractor.

Financial/Operation Impacts:

Should the Fence Viewers re-attend the site, they will apportion (at a percentage split set by them) the City's administrative costs of the re-attendance, and the Fence Viewer mileage expense, in their Certificate of Default to the property owners.

Consultations:

City Clerk

Attachments:

Appendix A – Award of the Deputy Referee – McCausland and Hehl



Appendix A - Award
of the Deputy Refere

Appendix B – Request from Mr. McCausland



Appendix B -
Request from McCaus

Department Head E-Mail: rtaylor@kawarthalakes.ca

Department Head: Ron Taylor

Department File: L01 – Fence Viewing McCausland and Hehl

RECEIVED

JAN 04 2017

AWARD OF DEPUTY REFEREE ON APPEAL

Line Fences Act, section 10

CITY OF KAWARTHA LAKES

OFFICE OF THE CITY CLERK
KAWARTHA LAKES

BRIAN DONALDSON)
DEPUTY REFEREE)

Thursday, December 15, 2016

BETWEEN:

Jeffrey Hehl
(Appellant)

-and-

Brian McCausland
(Respondent)

BACKGROUND:

This decision deals with an appeal by Jeffrey Hehl of an Award made by the fence-viewers of the City of Kawartha Lakes which deals with the fencing of the property boundary between two adjoining rural properties in that municipality. Both the property of which Mr. Hehl is a registered owner and that of Brian McCausland are located in the geographic township of Ops to the east of the town of Lindsay. The City of Kawartha Lakes was formed on January 1, 2001 through the amalgamation of all municipalities in the County of Victoria to form a single-tier municipality. Although Jeffrey Hehl has owned his property in Ops township for more than 20 years, he does not reside there; his principal residence is in New Jersey. For practical reasons, he was unable to attend the fence viewing; at the appeal hearing, he was represented by a friend. Two additional individuals are shown on title as registered owners of the Hehl property – William Rogers and Regina Rogers. They have not made any representation despite receiving formal notice, and no information has been provided about their interest in the property. My decision, i.e., my Award, therefore treats Jeffrey Hehl as the *de facto* owner of his property.

In response to a question, Brian McCausland stated at the hearing that he would like to purchase the land owned by Jeffrey Hehl and that he has submitted an offer to do so. At present, however, the two properties are under separate ownership and my decision is based on the assumption that this will continue to be the case. If, at some future point, Mr. Hehl does agree to sell his property to Mr. McCausland, my decision will become null and void.

Hearing:

The hearing was held in the City of Kawartha Lakes from 11:00 a.m. to 12:00 noon on Thursday, December 15th in City Hall, which is located at 26 Francis Street in Lindsay. In attendance were: (1) Glenn Vengroff, a resident of Oshawa who represented Jeffrey Hehl, the appellant; (2) Brian McCausland, the respondent, who is a resident of the municipality; and (3) Ralph MacEachern, one of the three viewers of the City who made the Award which was the subject of this appeal. Judy Currins, the City Clerk, was in attendance *only* prior to the commencement of the hearing. She made arrangements for the hearing in the absence of former Deputy Clerk John Paul Newman, who had made all previous arrangements before moving to a new position at the Township of Scugog. I am grateful to Mrs. Currins for her assistance and to the attendees for their helpful participation.

The Dispute:

In this dispute, the two properties are located in concession 10 of Ops township south of Cheese Factory Road. Brian McCausland's property, which is significantly larger than that of Jeffrey Hehl, fronts on Cheese Factory Road; Mr. McCausland pastures livestock on his property. Jeffrey Hehl's oddly shaped property, located to the south of the McCausland property, fronts on Lilac Road, a municipal highway that is *not* maintained in either summer or winter by the City of Kawartha Lakes for travel by motor vehicles. Glenn Vengroff said at the hearing that Jeffrey Hehl hopes to establish a permanent residence on his property at some point and to move from his current residence in New Jersey. According to Mr. McCausland, only the ten acres comprising the narrow portion of Mr. Hehl's property closest to Lilac Road are workable for agricultural purposes; these are currently leased out for the growing of cash crops. Because of the shape of the Hehl property, the boundary with the McCausland property consists of three separate portions. A map attached to the signed version of this decision illustrates this clearly. (This map is *not* attached to the electronic file version of this decision.) There is no dispute about the location of the boundary between the properties.

There is an existing split rail fence along all three portions of the common boundary which was constructed many years ago. As part of an ongoing effort to upgrade all of his fences, Brian McCausland would like to replace this split rail fence with a new post and rail fence suitable for the fencing of livestock that will need very little maintenance for the foreseeable future. In the absence of an agreement of Mr. Hehl, whom it proved difficult to contact, he applied to the municipality to have the fence-viewers arbitrate the dispute. The viewers conducted an on-site viewing without the participation of or representation from Mr. Hehl and made their Award on September 12th, 2016, which was then circulated to both owners by the then Deputy Clerk.

Fence-Viewers' Decision:

As noted above, three fence-viewers of the City of Kawartha Lakes – Ralph MacEachern, Jim Fulton and Charlie Clarke - issued their Award on September 12th, 2016.

In their Award, the fence-viewers specified that:

- A new fence to mark all three portions of the boundary between the adjoining lands of Brian McCausland and Jeffrey Hehl, as described in Schedule "A" to the Award, shall be constructed, maintained and kept up;
- The new fence shall replace the existing split rail fencing that is now in place, and Brian McCausland shall be entitled to receive 100% of any materials that can be salvaged;
- The new fence shall be a 9 strand page wire fence as described in Schedule "B";
- Brian McCausland shall be responsible for 25% and Jeffrey Hehl shall be responsible for 75% of the cost of constructing the page wire fence described in Schedule "B";
- If either owner wishes to have a fence of a higher standard, that owner shall be responsible for 100% of the additional cost of the work;
- Brian McCausland shall be responsible for obtaining a minimum of two quotes and Jeffrey Hehl may also obtain quotes, if he wishes;
- The quotes shall be submitted to the Clerk's Office no later than October 5th, 2016, and the lowest compliant quote shall be selected for the construction of the fence;
- The fence shall be constructed by the successful contractor who, upon completion of the work, shall invoice Brian McCausland for the full cost;
- Brian McCausland shall be responsible for paying the contractor for the full cost of constructing the fence and, upon request, Jeffrey Hehl shall be responsible for paying his share of 25% of that amount to Brian McCausland;
- Brian McCausland shall be responsible for 25% and Jeffrey Hehl shall be responsible for 75% of the maintenance of the entire fence;
- If at any time livestock are housed on both properties *or* on neither property, each owner shall be responsible for 50% of the maintenance of the entire fence;
- The work shall be commenced not later than October 5th, 2016 and completed not later than December 1st, 2016;
- The costs of the proceedings in the amount of \$407, consisting of \$307 for the fees of the fence-viewers and \$100 for the municipality's administrative fee, shall be divided equally between Brian McCausland (\$203.50) and Jeffrey Hehl (\$203.50).

Appeal:

Jeffrey Hehl filed his appeal on October 4th, 2016, which was the final day of the appeal period. This was a source of disappointment to Brian McCausland, who was planning to have the construction of a new fence started as soon as the appeal period had expired. Nonetheless, it is

important that Mr. Hehl's appeal be heard, especially since he was not able to attend the viewing by the municipality's fence-viewers in September. On that point, it is also important to remember that the appeal hearing on December 15th constituted a new hearing of the matter, and that Mr. Hehl was able to have Glenn Vengroff represent him at this hearing.

In his notice of appeal, filed with a Notary Public in New Jersey, Mr. Hehl said that he does not want a fence on his property and that he cannot pay for it. At the appeal hearing, Glenn Vengroff focused instead on the apportionment of the cost of the new fence in the Award, and suggested that, as prescribed in subsection 8(1) of the *Line Fences Act*, Mr. Hehl should be made responsible for only 50% rather than 75%. Brian McCausland did not appear to object to Mr. Vengroff's suggestion; his main concern appears to be to have a new fence constructed.

Ralph MacEachern, one of the fence-viewers who made the Award, said that one of their reasons for making Jeffrey Hehl responsible for 75% of the cost of the new fence was because of the amount of time and expense that would be involved in excavation work Mr. Hehl's side of the boundary line. He also said that this is not an issue on Brian McCausland's side of the boundary line because Mr. McCausland farms right up to the line.

On this point, Mr. McCausland said that he believes that, in order to protect a newly constructed fence from damage by falling trees, it is desirable that trees be cleared for 30 feet on Mr. Hehl's side of the boundary line. This would require a considerable amount of time, work and expense by a contractor. Mr. Vengroff expressed concern about this on Jeffrey Hehl's behalf and there was some discussion between the two about a possible compromise. This is an important issue because there is no legal authority of which I am aware for either fence-viewers or a line fence referee to require the clearance of 30 feet of trees from private property on one side of a boundary line. This matter will be discussed further in the next section.

DISCUSSION

There is no dispute about the type of fence prescribed in the Award of the fence-viewers or about the equal apportionment of the costs of the proceedings between the owners. As a result, my decision reiterates the position of the fence-viewers on these matters, with an additional \$90 fee added to the overall costs in accordance with By-law 2015-124 of the City of Kawartha Lakes. This will increase the cost of the proceedings from \$407.00 to \$497.00.

There are five issues that I would like to discuss in this section: (1) the apportionment of the cost of the new fence; (2) the responsibility for maintenance and repair of the new fence;

(3) the clearance of trees on Jeffrey Hehl's side of the boundary line; (4) the selection of a contractor; and (5) the date for the completion of the construction of the new fence.

1. Apportionment of the Cost of the New Fence

I do not believe that the Award is consistent with clause (b) of subsection 8(1) of the *Line Fences Act*, which states that both owners shall be made responsible for one-half of the cost of a fence unless the fence-viewers consider that such an Award would be unjust in the circumstances of the case. Pages 23 and 24 of "A Guide to the *Line Fences Act*" provide a useful discussion of this issue. In this case, however, it does not seem to me that there was justification for making Jeffrey Hehl responsible for 75% of the cost of constructing the fence, especially since Brian McCausland has livestock. As a result, my decision makes both owners responsible for 50% of the construction of the fence.

2. Responsibility for Maintenance and Repair of the New Fence

For the same reason, I believe that the Award was "unjust" in making Jeffrey Hehl responsible for 75% of the maintenance of the entire fence. Moreover, this provision seems impractical to me, given the fact that Jeffrey Hehl is an absentee owner, whereas Brian McCausland has a vital interest in ensuring that the fence is in good repair for pasturing his livestock. At the hearing, Brian McCausland made the point that there will not be much need for maintenance of the newly constructed fence. As a result, my decision makes Brian McCausland responsible for the routine maintenance of the fence.

Since Jeffrey Hehl does not reside on his property, it seems more practical to make Brian McCausland responsible for repairing any damage that occurs to the fence. However, Jeffrey Hehl should be responsible for the cost of repairing the fence from damage originating from his property caused, for example, by the falling of a tree. My decision therefore makes Mr. Hehl responsible, in such cases, for reimbursing Mr. McCausland for the full cost of the repair work, including labour and materials.

3. Clearance of Trees of Jeffrey Hehl's Side of the Boundary Line

According to Brian McCausland, it is desirable that the trees on Jeffrey Hehl's property be cleared for a distance of 30 feet from the boundary line. The reason is to protect the new fence from damage caused by trees falling from Mr. Hehl's property. There was some discussion of this matter at the appeal hearing, with Glenn Vengroff expressing reservations about this incursion onto Mr. Hehl's property. I understand Brian McCausland's desire to protect the new fence from damage, but neither the fence-viewers nor I have legal authority to require the clearance of trees from private property for a distance of 30 feet from the boundary line. It seems to me that subsection 11(4) of

the *Line Fences Act* is relevant to this issue. It permits an owner or a person acting on that owner's behalf, in doing or completing work pursuant to an Award [or, by extension, an appeal decision], to "enter on the property of the adjoining owner to the extent that it is necessary to do or complete the work, but in making such entry or doing or completing such work shall do no unnecessary spoil or waste". In my opinion, this would mean that work on the the Hehl property would have to be limited to cleaning the fence row to the extent necessary to permit the new fence to be constructed on the boundary. If, however, the owners can reach agreement permitting more tree clearance to be undertaken on the Hehl property, that is a private matter between them. [At the hearing, Glenn Vengroff offered to help facilitate such an agreement.]

My position, which is reflected in my decision, is that I have no legal authority to order any work to be undertaken on Mr. Hehl's property other than sufficient cleaning of the fence row to permit the construction of the new fence. This restriction will not, however be applicable if the two owners are able to reach an agreement permitting the clearance of trees along the boundary line on the property of Jeffrey Hehl.

4. Selection of a Contractor for Construction of the New Fence

Brian McCausland, as required by the Fence-Viewers' Award, obtained two quotes and submitted them to the Clerk's Office. The City of Kawartha Lakes selected Tom Thurston, who submitted the lowest compliant quote, as the successful contractor for the construction of the fence. Despite the delay caused by the consideration of the appeal from Jeffrey Hehl, I believe that the selection of Tom Thurston as the successful contractor is appropriate and my decision confirms this. If, as it appears, a portion of the quote provided by Mr. Thurston was based on the clearance of 30 feet of trees from Mr. Hehl's property, it will need to be reviewed and revised to the extent necessary.

5. Date for Completion of the the New Fence

Consideration of Jeffrey Hehl's appeal makes it necessary to establish a new date for the completion of the construction of a new fence. At the hearing, Brian McCausland suggested the completion date be pushed back until the late fall of 2017 in order to take account of the difficulties created by the wetness of the area, especially earlier in the year. As a result, my decision establishes December 1st, 2017 as the completion date.

AWARD

THIS AWARD, which replaces the Award of the Fence-Viewers of the City of Kawartha Lakes dated September 12th, 2016, affects the following lands in the geographic township of Ops that form part of the municipality of the City of Kawartha Lakes:

- The property owned by **Jeffrey Hehl (Appellant), William Rogers and Regina Rogers**, being concession 10, part lot 24;

-and-

- The property owned by **Brian McCausland (Respondent)**, being concession 10, part lots 24 and 25, known municipally as 392 Cheese Factory Road, Lindsay, Ontario K9V 4R3.

IT IS ORDERED THAT:

1. A new fence shall be constructed to mark the entire boundary between the properties starting at the southwestern corner of the McCausland property, then continuing in an easterly direction for approximately 940 feet, then continuing in a southerly direction for approximately 660 feet, and then continuing in an easterly direction for approximately 1,320 feet to the southeastern corner of the McCausland property.
2. The new fence shall replace the existing split rail fencing that is now in place, and Brian McCausland shall be entitled to 100 per cent of any materials that can be salvaged.
3. The new fence shall be a 9 strand page wire fence with 2 steel posts to every 1 wooden post with 6 inch tops every 16.5 feet; the anchor posts shall be wooden with 8 inch tops and braced and located at the southwestern corner of the McCausland property and continuing on the existing property line to the southeastern corner of the McCausland property; the fencing contractor shall determine the location of the braced panels.
4. In accordance with the recommendation of the City of Kawartha Lakes, Tom Thurston of Dunsford, Ontario shall be selected as the contractor for the construction of the fence;
5. Brian McCausland shall be responsible for asking Mr. Thurston to review his quote of October 3rd, 2016 in light of this Award, especially sections 8 and 9, to determine

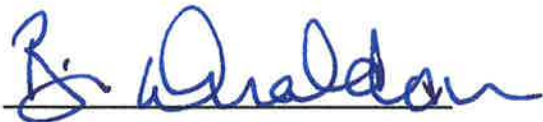
whether revisions to the prices are necessary, and this quote, after review, shall be submitted to the Clerk's Office before the construction of the fence is commenced.

6. Brian McCausland and Jeffrey Hehl shall each be responsible for 50 per cent of the cost of constructing the new fence as described in sections 1 and 3 of this Award.
7. If either owner wishes to have a fence of a higher standard constructed on the property line, that owner shall be responsible for 100 per cent of the additional cost of the work.
8. In accordance with subsection 11(4) of the *Line Fences Act*, the contractor may enter the property of Jeffrey Hehl in order to construct the fence to the extent necessary to construct the fence on the boundary line, for example, by cleaning the fence row.
9. The contractor shall not do any other work on the property of Jeffrey Hehl, such as the clearing of trees adjacent to the boundary line, except with the agreement of Mr. Hehl.
10. When the construction of the fence has been completed, Brian McCausland shall be responsible for paying the full amount of the invoice to the contractor.
11. Jeffrey Hehl shall be responsible for paying 50 per cent of this amount to Brian McCausland within twenty-eight days following the day on which written notice is given by Mr. McCausland to Mr. Hehl requesting payment of this amount.
12. Work on the construction of the fence described in sections 1 and 3 of this Award shall be completed no later than December 1st, 2017;
13. Brian McCausland shall be responsible for the routine maintenance of the new fence.
14. Both Brian McCausland and Jeffrey Hehl shall be responsible for the cost of repairing any damage to the fence that originates on their property, such as the falling of a tree.
15. Brian McCausland shall be responsible for ensuring that any damage to the fence is repaired in a timely manner regardless of its cause.
16. If such damage originates on the Hehl property, Jeffrey Hehl shall be responsible for reimbursing Brian McCausland for the cost of the repair work, including materials and

labour, within twenty-eight days following the day on which written notice is given by Mr. McCausland to Mr. Hehl requesting payment of this amount.

17. If, at some point in the future, Jeffrey Hehl becomes resident on his property, the routine maintenance of the fence shall become a joint responsibility of the two owners.
18. The costs of the proceedings in the amount of \$497.00, consisting of \$307 for the fees of the fence-viewers and the municipality's administrative fees of \$100 for the viewing and \$90 for the appeal, shall be divided equally between Brian McCausland (\$248.50) and Jeffrey Hehl (\$248.50), which amounts shall be payable to the City of Kawartha Lakes.
19. There are no further costs to the owners of the appeal hearing.
20. For the purposes of this Award, written notice may be given by any method that is practical in the circumstance, including e-mail.

Dated at Cobourg, Ontario this 28th day of December, 2016.


Brian Donaldson, Deputy Referee

attachment

January 10, 2017

To Lindsay Council

I would like to request for the fence viewers to inspect the installation of the new fence a between Brian McCausland and Jerrey Hehl. The invoice cost \$8,941.01 split 2 ways is \$4,470.50.

Brian McCausland

A handwritten signature in cursive script that reads "Brian McCausland". The signature is written in dark ink and is positioned to the right of the printed name.

The Corporation of the City of Kawartha Lakes

Council Report

Report Number LIC2018-001

Date: January 30, 2018
Time: 2:00 p.m.
Place: Council Chambers

Ward Community Identifier: All

Subject: Taxi Rates

Author Name and Title: Alix Hick, Senior Licensing Officer

Recommendation(s):

That Report LIC2018-001, **Taxi Rates**, be received; and

That the taxi and limousine rates as outlined in Appendix A to Report LIC2018-001 be approved for immediate implementation; and

That Schedule B-1 of By-Law 2016-206 be amended to delete **Taxi Meter Fares, Limousine Fares, All Trips to Pearson International Airport, and Airport Parking Fees**; and

That Schedule B-2 of By-Law 2016-206, **Taxicab Surcharge Rates**, be deleted; and

That the by-law to replace By-law 2016-160, being a by-law to licence, regulate, and govern taxicab and limousine businesses and their owners, operators, and brokers and taxicab drivers in Kawartha Lakes, attached as Appendix B to Report 2018-001, be forwarded to Council for adoption.

Department Head:_____

Financial/Legal/HR/Other:_____

Chief Administrative Officer:_____

Background:

In light of the increases to the minimum wage effective January 1, 2018, staff was asked by taxi company owners to review taxi rates in the City of Kawartha Lakes. Although it is not the responsibility of the municipality to guarantee any private sector business a certain income, it is the responsibility of the municipality to enact ethical legislation that takes into account the factors affecting businesses and to maintain legislation that is not unduly punitive or infringes on free-market participation and a business's ability to thrive. A review of our rates and comparison to how taxi rates are applied in neighbouring municipalities indicated that taxi rates in the City should be adjusted further.

Additionally, staff are recommending that the taxi rates be removed from the Fee's By-law as the City does not collect these fees and therefore they should not be included in the by-law.

Rationale:

The City has always set taxi rates in an effort to ensure standardized pricing for consumers across the municipality as a means of consumer protection. A review of the rates set by the City and rates set by other municipalities revealed that our per kilometer rates do not differ significantly from other areas however our drop rate, the flat fee charged at the beginning of a journey, is lower than that of neighbouring municipalities.

Location	Year Rates Established	Drop Rate	Distance Rate	Waiting Time	Seniors Discount
City of Kawartha Lakes	2005	\$3.25	\$0.225/ 100m or part thereof	\$32.00/hour	\$3.25 start plus \$0.205 per 100m or part thereof
	2018	\$3.50	\$0.25/100m or part thereof	\$32.00/hour	\$3.50 start plus \$0.25/ 100m or part thereof
Orillia	2017	\$3.00	\$0.25/ 100m or part thereof	\$15.00/hour	20% for rides over \$10.00. Also for students.
Peterborough	2010	\$4.00	\$0.25/ 110m or part thereof	\$32.50/hour	None noted
Oshawa	2010	\$3.75	\$0.25/ 132m	\$27.19/hour	None

Location	Year Rates Established	Drop Rate	Distance Rate	Waiting Time	Seniors Discount
			or part thereof		noted
Uxbridge	2014	\$3.00	\$0.20 /100m or part thereof	\$27.00/hour	10% at company's discretion

During annual renewals at the end of 2017, staff spoke to each taxi company owner. All owners expressed that an increase is warranted and necessary in order to keep providing the expected level of service to consumers as the cost of doing business increases due to minimum wage increases and increasing maintenance costs for vehicles.

Given the disparity between the drop rates in the City of Kawartha Lakes as compared to neighbouring municipalities, staff are recommending that the drop rate be increased to \$3.75 per journey and the per 100 metre distance rate be increased to \$0.30 for each 100 metres traveled or part thereof. These rates bring City of Kawartha Lakes taxi rates closer in line with those of the City of Peterborough, our closest comparator. The \$0.30 per 100 metre rate accounts for the fact that the Peterborough rates were set in 2010 and will mean our rates are still comparable if theirs increase in the near future.

Discounts for Seniors

The City has always provided a discount for persons over the age of 65. This discount is not legislated nor is it standard across other municipalities. In keeping with the municipality's goal of not overregulating private industry, it is being recommended that the mandatory seniors discount be removed and that companies be able to implement their own discounting programs for seniors and other customers as they see fit. It is staffs belief that allowing companies the freedom to implement their own courtesy discounts is in keeping with the premise of allowing free market participation and will better serve the transportation needs of residents.

Rates Between Core Areas

In 2016, changes were made to the rates for journeys between core areas within the City. This change was made after feedback was received from company owners that they felt the previous fee structure was too costly for consumers, not universally applied across local companies, and did not allow for active free market participation. Staff agreed with the feelings of company owners and implemented a maximum flat rate fee schedule and the ability to discount tariffs for journeys between core areas within the City. Since that change was implemented, staff has heard feedback that the maximum flat rate fees are not effective for all locations or multiple stop trips. Therefore staff is recommending that the maximum rate for journeys between core areas be set at \$3.00 per kilometer, in keeping with the town per 100 metre of travel rate, and that companies be able to discount rides between core areas as they see fit. By

allowing companies to essentially set their own rates between core areas, we are allowing companies to stay competitive by being flexible to consumer needs and also providing them with increased autonomy to determine how they would like to conduct their business. By maintaining the in town rate as the maximum for journeys between core areas as a benchmark for the maximum a passenger can be charged, the City retains a mechanism to ensure consumers are being charged an appropriate rate and can review any fare disputes by easily calculating the distance between the starting and ending points of a journey and applying the maximum metered rate to determine if the fare charged was too high.

Toronto Pearson International and Limousine Rates

Staff are recommending that the rates for trips to Toronto Pearson International and for Limousines be removed to allow for greater flexibility for company owners. In the case of limousines, the definition of a limousine in the by-law will allow staff to ensure that these vehicles are being used appropriately.

Other Alternatives Considered:

Status quo is an option however it would mean that our local business are not given a fair chance at free market participation and are not able to conduct their businesses in a sustainable manner.

Financial/Operation Impacts:

N/A

Relationship of Recommendation(s) To The 2016-2019 Strategic Plan:

N/A

Review of Accessibility Implications of Any Development or Policy:

N/A

Servicing Implications:

N/A

Consultations:

Manager of Municipal Law Enforcement
Director of Corporate Services

Attachments:



Appendix A to 2018-XXXLicenceReg
Report LIC2018-001.ulateGovernTaxiLimo

Department Head E-Mail: critchie@kawarthalakes.ca

Department Head: Cathie Ritchie, City Clerk

Report LIC2018-001
Appendix “A”
Taxi Rates

Type of Journey	Start Rate	Per Kilometer Rate
Taxicab Meter Rate for In-Town Journeys	\$3.75	\$3.00
Taxicab Meter Rate for Out-Of-Town Journeys	\$3.75	\$3.00
Taxicab Waiting Rate:	\$0.53 per minute	

The Corporation of the City of Kawartha Lakes

By-Law 2018-XXX

A By-Law to Licence, Regulate, and Govern Taxicab, Limousine, and Transportation Network Businesses and Their Owners, Operators and Brokers and Drivers in Kawartha Lakes

Recitals

1. Sections 150 - 156 of the *Municipal Act, 2001*, S.O. 2001 authorizes Council to licence, regulate and govern businesses and events including taxicabs.
2. This authority includes but is not limited to the power to issue Licences, to issue Licenses on condition, to revoke Licences, to suspend Licences, to regulate or govern the place used in the carrying on of such business, and to prevent the carrying on of such businesses without a licence.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2018-XXX.

Section 1.00: Definitions and Interpretation

1.01 Definitions: In this by-law:

“Accessible Taxicab” means a Taxi that is wheelchair-accessible permitting the loading, transportation and off-loading of a Person with a Disability confined to a wheelchair, or other similar device used to assist a person with a disability, and is subject to federal and provincial legislation applicable to the transportation of Persons with Disabilities;

“Applicant” includes a Person seeking a Licence, or renewal of a Licence or a Person whose Licence is being considered for revocation or suspension;

“Broker” means the Owner of a licensed Taxicab or Limousine, who is not a Taxicab or Limousine Business Owner and operates through a licensed Taxicab or Limousine Business;

“Business” means a Trade that requires a Licence pursuant to this By-law, whether or not a Licence has been issued or maintained for that business;

“By-law” means this By-law, as it may be amended from time to time. The Recitals to, and the Schedules attached to this By-law are considered integral parts of it;

“City”, “City of Kawartha Lakes” or “Kawartha Lakes” means The Corporation of the City of Kawartha Lakes and includes its entire geographic area;

A **“City Facility”** means any property owned by the City that is not a Highway;

“City Clerk” means the Person within the administration of the City who fulfills the function of the City Clerk as required by the *Municipal Act, 2001*, S. O. 2001 or his or her delegate;

“Committee” means the committee of Council to which Council has delegated the responsibility of handling Licensing matters. Where no delegation has been made, the term refers to the Council itself;

“Consolidated Fees By-law” means City of Kawartha Lakes By-law 2016-206 or if it has been repealed any subsequent City of Kawartha Lakes By-law known as the Consolidated Fees By-law.”

“Core Areas” means geographic boundaries as defined by Site Plan Control Areas;

“Council” means the municipal council for the City;

“Director of Community Services” means the person who holds that position and his or her delegate(s) or, in the event of organizational changes, another person designed by Council;

“Director of Development Services” means the person who holds that position and his or her delegate(s) or, in the event of organizational changes, another person designated by Council;

“Disability” means:

- Any degree of physical infirmity, malformation or disfigurement that is caused by bodily injury, birth defect or illness or physical reliance on a guide dog, or other animal or on a wheelchair or other remedial appliance or device,
- A condition of mental impairment or a developmental disability,
- A learning disability, or a dysfunction in one or more of the processes involved in understanding or using symbols or spoken language,
- A mental disorder,

- An injury or disability for which benefits were claimed or received under the insurance plan established under the *Workplace Safety and Insurance Act, 1997, S.O. 1997, c. 16, Sched. A*;

“Fees By-Law” means the City of Kawartha Lakes Consolidated Fees By-Law 2015-123, as amended, or any subsequent by-law known as the Consolidated Fees By-Law;

“Fire Chief” means the person within the City’s administration who fulfills the function of the fire chief as required by the *Fire Protection and Prevention Act, 1997, S. O. c.4* or his or her delegate;

“Health Unit” means the Haliburton, Kawartha, Pine Ridge District Health Unit;

“Highway” includes a common and public highway, street, avenue, parkway, driveway, square, place, bridge, viaduct or trestle, any part of which is intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof;

“Licence” means a Licence to operate a Trade issued pursuant to this By-law;

“Licensee” means the recipient of any Licence required within this By-law;

“Licensing Officer” means the municipal Licensing Officer for the City, responsible for the issuing, administration and approval of Licences in accordance with provincial legislation and City policies and procedures, or his or her delegate;

“Limousine” means a motor vehicle kept or used for hire for the conveyance of Passengers by reservation only and solely on an hourly basis, which has seating for no more than the manufacturer’s specified number of Passengers and a sufficient number of seatbelts for each Taxi Driver and Passenger, and shall not include a Taxicab;

“Safety Standards Certificate” means a certificate as defined in the regulation of the *Highway Traffic Act, R.S.O. 1990, c.H.8*;

The **“Medical Officer of Health”** means the Medical Officer of Health of the Health Unit or his or her delegate;

“Municipal Act” means the *Municipal Act, 2001, S.O. 2001, c. 25*;

“Municipal Law Enforcement Officer” means a person appointed by Council under section 15 of the *Police Services Act* to enforce the by-laws of the City, and includes the Licencing Officer;

An **“Operator”** is a Person with care and control of a Business at any given point in time, with authorization of the Owner of the Business. The terms “Operate”, “Operation” and words of like import or intent have corresponding meanings;

An **“Owner”** is a Person with legal title to real or personal property of a Taxi or Limousine Business, including a motor vehicle. The terms “Own”, “Ownership”, and words of like import or intent have corresponding meanings;

“Passenger” means any Person in a Taxicab or Limousine except the Taxi Driver;

“Person” includes but is not limited to an individual, a sole proprietorship, a partnership, an unincorporated association, a trust, a body corporate, a natural Person;

“Police” means the Chief of Police or other designated officer in charge of a police service within the jurisdiction of Kawartha Lakes, or his or her delegate;

“Public Place” means any area whether municipally owned or otherwise, which is designated and reserved for use of the general public;

“Schedule” means a schedule to this By-law;

A **“Service Animal”** for a person with a disability, is an animal being used by the person for reasons clearly relating to his or her disability; or if the person provides a letter from a physician or nurse confirming that the person requires the animal for reasons relating to the disability;

“Tariff Card” means a card issued by the City to display the rates of a Taxicab and Limousine operating within the City;

“Taxicab” means a motor vehicle kept or used for hire for the conveyance of Passengers for a fee, which has seating for no more than the manufacturers specified number of Passengers and a sufficient number of seatbelts for each Taxi Driver and Passenger but does not include a Limousine;

“Taxi Driver” means a Taxicab or Limousine Driver licensed or required to be licensed under this By-law and shall include Owners, Operators and Brokers;

“Taxicab Stand” means a geographic area or zone designated by Council, as an exclusive stopping place for Taxicabs, at which persons have access to embark or disembark Taxicabs and includes temporary taxicab stands;

“Taxicab Meter” means a device or instrument affixed to a Taxicab which measures mechanically or electronically, the distance driven and the time waiting upon which a fare is based, and which computes the amount of the fare chargeable for any trip for which a fare is chargeable;

“Taxi Plate” means a metal plate issued by the City to each Taxicab and Limousine;

“Trade” includes a business, calling or occupation and “carrying on a trade” includes any act of:

- (a) selling any goods or services; or
- (b) soliciting business or offering or exposing goods or services for sale or hire;

“Transportation Network Company” means a corporation, company, or Business which connects paying passengers with drivers who provide transportation to passengers in the drivers own non-commercial vehicles in exchange for a fee and includes, but is not limited to, such companies as Uber, Lyft, and the like;

“Transportation Network Company Driver” means individuals offering transportation to passengers in their personal vehicles who solicit business through a Transportation Network Company and, for the purposes of this by-law, carries the same definition as a Taxi Driver;

“Transportation Network Vehicle” means a vehicle owned by a Transportation Network Company Driver and, for the purposes of this by-law, carries the same definition as a Taxicab;

“Trip Record” means a form issued by the City, on which to record each fare and shall include the following information:

- a) the Taxi Plate number;
- b) the name of the Taxi Driver and the Owner or Broker of the Vehicle;
- c) the date, time and location each trip began and ended;

- d) the odometer readings of when each trip began and ended; and
- e) the amount collected for each trip;

“Vehicle” means a Taxicab or Limousine as defined by this By-law.

1.02 Interpretation Rules:

- (a) Wherever this By-law refers to a Person or thing with reference to gender or the gender neutral, the intention is to read the By-law with the gender applicable to the circumstances.
- (b) References to items in the plural include the singular, as applicable.
- (c) The word “include” is not to be read as limiting the phrases or descriptions that precede it.

1.03 Statutes: References to laws in this by-law are meant to refer to the statutes, as amended from time to time that are applicable within the Province of Ontario.

1.04 Severability: If a court or tribunal of competent jurisdiction declares any portion of this By-law to be illegal or unenforceable, that portion of this By-law will be considered to be severed from the balance of the By-law, which will continue to operate in full force and effect.

Section 2.00: Licensing Requirements

2.01 Licence Requirement:

- a) No Person shall permit a motor vehicle to be used as a Taxicab or Limousine in the City for the conveyance of Passengers or goods except under the authority of a Taxicab or Limousine Owner's Licence issued by the City.
- b) No Person shall accept calls or hires in any manner for a Taxicab or Limousine in the City for the conveyance of Passengers or goods except under the authority of a Taxicab or Limousine Broker's Licence issued by the City.
- c) No Person shall operate a Taxicab or Limousine in the City for the conveyance of Passengers or goods except under the authority of a Taxicab or Limousine Driver's Licence issued by the City.
- d) No Taxicab or Limousine Broker shall dispatch a Taxicab or Limousine to commence the conveyance of Passengers or goods unless the

Owner of the Taxicab or Limousine holds a valid Licence for his or her Vehicle issued by the City.

- e) Notwithstanding Section 2.01 (a), no such Licences shall be required for the operation of a Taxicab or Limousine or it's Driver within the City provided such Taxicab, Limousine and Driver is licensed by another municipality, and operating for the sole purpose of discharging a Passenger who was picked up outside of the City.
 - f) Notwithstanding section 2.01(a), no such Licences shall be required for the operation of the following types of transportation vehicles, service, or Trade:
 - i. Vehicles operated by Lindsay Transit or operated by the City;
 - ii. Motor vehicles owned or operated by not for profit organizations, registered care, or residential facilities for the purposes of transporting senior citizens, Persons with Disabilities, individuals who reside in residential facilities or care homes, or the like;
 - iii. Shuttle vehicles used by hotels, motels, car dealerships, repair shops or the like who offer courtesy rides for their customers;
 - iv. Home delivery services offered and/or operated by a business for the transportation of goods purchased directly from the business operating the delivery service;
 - v. Delivery services that usually deliver packages that originate from outside of the City of Kawartha Lakes including but not limited to FedEx, UPS, Canada Post, DHL, Purolator, and the like;
 - vi. Liquor Delivery Services that are licenced by the Alcohol and Gaming Commission of Ontario; and
 - vii. School Purpose Vehicles that meet the definitions and requirements of the Ontario Ministry of Transportation.
 - g) Failure to comply with any of the provisions of this Section is an offence.
- 2.02 Notwithstanding Section 10.01 of this By-law, any Owner, Operator, Broker or Driver licensed by another municipality or licensed under the *Public Vehicles Act, R.S.O. 1990, c. P.54* who operates a business that includes taking on and then discharging passengers within the limits of the City shall be required to obtain a licence under the terms of this By-law and shall, as to such passengers, comply with any tariff of fares or rates established under this By-law. Failure to comply with this section is an offence.

- 2.03 **Regulations:** A Person who receives a Taxicab or Limousine Owner, Broker or Taxi Driver Licence shall comply with the regulations set out in this By-law. Failure to comply with the regulations is an offence.
- 2.04 **Responsibility of Agents:** An agent, trustee or representative of Persons carrying on a Taxicab or Limousine Business in Kawartha Lakes shall also be personally liable for the compliance of his or her principal, beneficiary or Persons he or she represents in connection with this By-law.
- 2.05 **Locational Requirement:** A Licence shall be obtained for each location from which a Taxicab or Limousine Business is carried on. Failure to comply with this Section or any other provision of this By-law shall be an offence.
- 2.06 **Liability Insurance:** No Person shall be granted or hold a Licence for a Taxicab or Limousine Business unless the Applicant, upon application, or at the request of the Licensing Officer, provide proof of liability insurance and appropriate Vehicle insurance with an endorsement to carry passengers to cover each Vehicle. Failure to maintain insurance as required constitutes an offence.
- 2.07 **Number of Taxi Plates to be Issued:** Not more than forty (40) Taxicab Plates and fifteen (15) Limousine Plates shall be issued per calendar year in accordance with Section 9.01, and only under the following conditions:
- a) All plates issued are for city wide use,
 - b) Current plate holders will have first right of renewal for an equal number of plates currently held up to October 30 of each year. All remaining plates shall be made available to all other eligible applicants.
- 2.08 **Criminal Charges and Convictions:** Any Persons that have pending criminal charges shall not be eligible for a Licence under this By-law until documented proof of an absolute or conditional discharge of such charges is provided to the Licensing Officer.

Any Persons that have been convicted of a criminal offence, shall not be eligible for a Licence under this By-law until they have completely served their sentence and a waiting period of either three (3) years for summary conviction or five (5) years for an indictable conviction.

The waiting period shall commence the date all fines are paid in full and any court imposed surcharge, restitution or compensation orders, term of imprisonment or probation is completed.

Section 3.00: Application Procedures and Requirements

3.01 Application: An application for any Licence or renewal of a Licence required under this By-law may be obtained from the main administrative offices of the City, or at any of the City's municipal service centres, on the form prescribed by the Licensing Officer.

3.02 Application Requirements: Each application form will require information to be provided, and other necessary papers to be completed or submitted by the Applicant in conjunction with his or her application, where applicable, in support of the information in the form as outlined below:

a) Taxicab or Limousine Business Licence:

- i. a fully completed application form as supplied by the City;
- ii. a site plan is to accompany the application;
- iii. documentation from the Development Services Director that the property upon which the Business will operate is appropriately zoned;
- iv. documentation from the City's Chief Building Official that confirms that all buildings, structures and facilities, on site, or the plans for same, are or will be in compliance with the requirements of this By-law, any building permits issued by the City and the provisions of any agreement in effect for the Business;
- v. documentation from the Fire Chief that confirms that all buildings, structures and facilities, or the plan for same, are in compliance with applicable fire safety regulations;
- vi. documentation from the District Health Unit and/or the alternate approval authority that confirms that all water supply facilities and sewage disposal facilities, or the plans and documentation for same, are in compliance with applicable potable water supply and sewage treatment regulations and guidelines;
- vii. documentation, providing proof that he or she is the property owner of the land at the location or, alternatively, that he or she has the authority of the property owner and/or manager to operate from the site;
- viii. a copy of Ontario Business Registration or in the case of a corporation, copy of the Sections of Incorporation;

- ix. a copy of business liability insurance policy;
- x. Police Criminal Record Check for every applicant, partner, shareholder or shareholders of a corporation obtained from their local Police Station; and
- xi. a signed document that confirms all employees have received accessibility training as required by the *Accessibility for Ontarians with Disabilities Act, 2005, Ontario Regulation 429/07*.

b) Taxicab and Limousine Vehicle Licence:

- i. a completed application form supplied by the City for each Vehicle to be licensed;
- ii. a copy of current Ontario Motor Vehicle Permit for each Vehicle to be licensed;
- iii. a copy of current Safety Standards Certificate issued no more than 36 days prior to the date of application signed by a licenced mechanic, for each vehicle to be licensed;
- iv. the original Vehicle/Meter Inspection Report for each Vehicle to be licensed; and
- v. a copy of valid Certificate of Insurance indicating public liability coverage and an endorsement to carry Passengers for compensation for each Vehicle to be licensed.

c) Taxi Driver's Licence:

- i. a completed application form supplied by the City;
- ii. a Police Criminal Record Check obtained from their local Police Station issued no more than 30 days prior to the date of application;
- iii. a Driver's Abstract obtained from the Ministry of Transportation issued no more than 30 days prior to the date of application;
- iv. a copy of valid Ontario Driver's Licence.

3.03 Vehicle Inspection Requirements: The Licensing Officer or designate shall inspect each Vehicle and its equipment as prescribed under Section 3.02 (2) prior to the issuance of any Licence and at any other time deemed appropriate by the Licensing Officer.

- 3.04 **Photograph:** The Licensing Officer or designate shall take a photograph of every Applicant under Section 3.02 (3), which shall be filed with the City and upon application for renewal of Licence, the Applicant shall attend for a new photograph if required to do so by the City.
- 3.05 **Additional Criteria Considered:** The Licensing Officer may deny a Licence or issue a Licence with specific conditions based on, but not limited to the following criteria:
- a) the Applicant's premises or place of trade are the object of an order to comply made under the Property Standards By-law, or an order made under the Ontario *Building Code Act S. O. 1992, c.23*;
 - b) the Applicant's premises (or use of such for the Business requested) is not in compliance with the Zoning By-law or any parking requirements of the City;
 - c) the Applicant's premises requires corrective action pursuant to an order of the Medical Officer of Health to ensure the safety or health of the public;
 - d) the Applicant's premises requires corrective action pursuant to an order of the Fire Chief;
 - e) the Applicant has been found to have discriminated against a member of the public contrary to *The Ontario Human Rights Code R. S. O. 1990 c.H.19*;
 - f) the Applicant has been convicted of an offence pursuant to the *Criminal Code of Canada, R.S.C. 1985, c. C.46*;
 - g) the Applicant has been convicted of an offence pursuant to *the Highway Traffic Act, R.S.O. 1990, c. H.8*;
 - h) the Applicant was previously convicted of an offence pursuant to this or a predecessor by-law;
 - i) the Applicant is financially obligated to the City in some manner other than for current taxes; and
 - j) the Applicant is in breach of this or some other City by-law or law of Ontario or Canada.
- 3.06 **Licence Refusal:** The Licensing Officer has the right to deny the issuance of, or revoke a Licence if any of the terms of this By-law are not met. If the application is denied, the Applicant has the right to appeal the decision in accordance with the procedures outlined in Section 5.03.

- 3.07 **Disclosure of Private Information:** It shall be a condition of every licence that an Owner or Operator shall consent to the disclosure of all records and personal information with respect to any licence application, approval refusal or revocation to any law enforcement agency, provincial ministry, federal department, agency, board or commission thereof or any other municipality, or to the Owner of the Taxicab business, pursuant to the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990,c.m.56,s.32.
- 3.08 **Time Limited:** Except as otherwise provided in this By-law, Licences shall be issued for a maximum period of one year and shall come into effect on the date that they are issued, and expire on October 31st of that same year.

Section 4.00: Licence Issue

- 4.01 **Licence Fee:** The fee for obtaining a Licence or renewal of a Licence shall be as set out in the Schedule B-1 to the Consolidated Fees By-law. No fee is refundable except in the event that a Licence is revoked by reason of municipal staff error. In that case the Licensee is entitled to a refund of a part of the Licence fee proportionate to the unexpired part of the term for which it was granted.
- 4.02 **Duplicate Licences and Taxi Plates:** Except as otherwise provided in a Schedule to this By-law, a duplicate Licence or Taxi Plate may be issued by the Licensing Officer to replace any Licence or Taxi Plate previously issued which has been lost, stolen or destroyed, upon written application by the Licensee and upon payment of a fee in accordance with schedule B-1 of the Consolidated Fees By-law.
- 4.03 **Posting & Production of Licences (Fixed Location):** Where a Licensee carries on his or her Business from a fixed location, the Licensee shall post the Licence obtained under this By-law in a publicly conspicuous place at that place of business and be visible to the public at all times. Persons licensed under this By-law shall, when requested by any Person authorized by Council, produce the Licence for inspection. Failure to comply with this Section is an offence.
- 4.04 **Posting & Production of Licences (No Fixed Location):** Where a Licensee travels from place to place to perform his or her duties within a Taxicab or Limousine Business, he or she shall carry his or her Licence at all times. Persons licensed under this By-law shall, when requested by any Person authorized by Council, produce the Licence for inspection. Failure to comply with this Section is an offence.
- 4.05 **Posting of Taxi Plates:** Where a Licensee is issued a Taxi Plate obtained under this By-law, the Licensee shall:

- a) securely affix the Taxi Plate to the right rear end of the designated Taxicab at a location clearly visible to any Person located behind the Taxicab; and
- b) Limousines shall securely affix the Taxi Plate to the front of the designated Limousine at a location clearly visible to any Person located in front of the Limousine.

Failure to comply with this Section is an offence.

4.06 **Partnerships and Corporations and Unincorporated Associations:**

- a) Except as otherwise noted in this By-law, a partnership, a corporation, an association or a combination of Persons is considered as a single Applicant for any one Business.
- b) On any application by a partnership, the Licence shall be issued in the name under which the business is carried on by the Applicant and all his or her partners. The names and addresses of all partners must be listed on the application form.
- c) On any application by a corporation, the Licence shall be issued in the name under which the business is carried on by the Applicant and all directors of the corporation. The names and addresses of all directors must be listed on the application form.
- d) A change in composition of the members of a partnership or in the officers and/or directors of a corporation shall be reported to the Clerk within thirty (30) calendar days. Failure to comply with this Section is an offence.

4.07 **Change of Address:** Every change of mailing address or telephone number of any Licensee licensed under this by-law shall be reported to the Licensing Officer within five (5) business days. Failure to comply with this Section is an offence.

4.08 **No Transfer:** It is an offence to attempt to transfer or assign any Taxi Plate or Licence issued under this By-law except in accordance with Section 4.09.

4.09 **Licence Transfer:** Upon cessation or sale or other transfer of a Business, the Licensee of that Business shall notify the Licensing Officer of the cessation or transfer. Prior to the Business being transferred, and subject to any restrictions in the applicable Schedule, the new potential Owner, Operator or Broker shall be required to submit an application for a Licence transfer, in the form prescribed by the Licensing Officer. The Licensing Officer may, depending upon the circumstances of the request

- for transfer, require the new potential Owner, Operator or Broker to submit any or all of the same documentation and/or information that would have been required for a new application for the Licence in question. The requirements of Section 3.02 (1) shall apply to applications for a Licence transfer. A Business Licence fee shall be charged as set out in the Schedule B-1 to the Consolidated Fees By-law.
- 4.10 **No Vested Right:** No Person enjoys a vested right in the continuance of a Licence and upon issuance, renewal, cancellation or suspension; all Licences remain the property of the City.
- 4.11 **Licensees to Use Name on Licence:** It is an offence for a Person licensed to carry on any Trade under this By-law, to advertise or carry on that Trade under any other name than the one endorsed on his or her Licence.
- 4.12 **Inspections:** The Licensing Officer, the Police, the Medical Officer of Health, Municipal Law Enforcement Officer, the Fire Chief or any Person acting under those Persons, or any Person authorized by Council may at reasonable times during business hours and upon producing proper identification, inspect:
- a) a) any premises or place where a Business is carried on or where there are reasonable and probable grounds to believe a Business is being carried on;
 - b) b) any goods, equipment or Vehicles, to be used by the Applicant in connection with the Business.
- 4.13 **Plated Vehicles to Remain in Service:** To ensure all plated vehicles are available for service to the general public, each Owner, Operator or Broker shall maintain a monthly Taxicab/Limousine Summary Report prescribed by the Licensing Officer for each taxicab and limousine in their fleet. Taxi Plates will be removed from any vehicle found to be Out-of-Service for a period of more than two (2) weeks. An extension may be granted at the discretion of the Licensing Officer. A replacement Taxi Plate may only be issued in accordance with Section 3.02 (2) (a) through (e) inclusive and of this By-law and Section B-1 of the Consolidated Fees By-law. It shall further be the responsibility of each Owner, Operator or Broker to immediately notify the Licensing Officer when a taxicab or limousine is out of service. Failure to comply with this Section is an offence.
- 4.14 **No Obstruction:** It is an offence to obstruct, hinder or interfere in any way with any person designated to enforce this By-law.

Section 5.00: Granting, Refusal and Revocation of Licenses

5.01 Grant Licence: The Licensing Officer shall issue a licence or licence renewal where the applicant is in full compliance with the terms of this By-law and all other applicable By-laws, Provincial and Federal legislation and regulations.

5.02 Grant Licence With Conditions: The Licensing Officer may, where the provisions of this By-law have been met, propose in writing to the Applicant to grant the Licence subject to conditions if appropriate. If within five (5) days following the written proposal to grant the Licence with conditions, the Applicant has not indicated an objection to the Licence with conditions, the Licence is deemed to have been issued on the day of the notice of the proposal to grant.

The Licensing Officer shall revoke a licence granted with conditions if the applicant has not met the imposed conditions within the stipulated time frame.

5.03 Refuse Licence: In the event that the Licensing Officer refuses for any reason to grant a Licence, or suspends or revokes a Licence, and the Applicant requests that the matter be considered by Council, the Licensing Officer shall prepare a report for the consideration of Council and the Applicant shall be provided with at least two (2) weeks written notice of the meeting of Council to consider the refusal to grant, revocation or suspension and shall have the opportunity to address Council prior to Council making a decision.

5.04 Council Discretion: Council may in its sole discretion grant, grant with conditions, refuse to grant, or revoke or suspend a Licence. In the exercise of its discretion under Section 5.03 such discretion shall be exercised,

- a) upon such grounds as are set out in this By-law, or
- b) upon the grounds of the conduct of a person, or in the case of a corporation, the conduct of its officers, directors, employees or agents affords reasonable grounds for belief that the Person will not carry on or engage in the business in accordance with the law or with honesty and integrity.

5.05 Consideration to Matters Raised: Council may, in exercising its discretion pursuant to this By-law, consider any matter raised under Section 3.05 or any other matter that relates to the general welfare, health or safety of the public, the control of nuisances within Kawartha Lakes, or the protection of consumers.

- 5.06 **Surrender of Licence:** It shall be an offence for any Owner, Operator, Broker or Taxi Driver to fail to deliver or surrender to the Licensing Officer, a Licence or Taxi Plate issued by the City, upon suspension or revocation.

Section 6.00: Vehicle Requirements and Inspections

- 6.01 **Roof Signs:** It shall be an offence for any Owner, Operator or Broker to permit a licensed Taxicab to operate within the City without being equipped with a roof sign placed on the roof of the Taxicab, which shall:

- a) be electric;
- b) display only the Taxicab Business's identification with lettering which is visible to the public;
- c) be connected to the Taxicab Meter in such manner as to be extinguished when the Taxicab Meter is turned on;
- d) be connected to the Taxicab Meter in such manner as to be illuminated when the Taxicab Meter is in the off position, except where the Taxicab is not available to convey passengers or goods;
- e) roof signs are not required for Limousines.

- 6.02 **Taxicab Meters:** It shall be an offence for any Owner, Operator or Broker to permit a licensed Taxicab to operate within the City without being equipped with a Taxi Meter, which shall:

- a) be attached in a position that is in plain view of the Passengers and illuminated between dusk and dawn;
- b) be equipped with a flag, or light indicating when an electronic meter is engaged ;
- c) be adjusted in accordance with the rates prescribed in the Schedule B-1 to the Consolidated Fees By-law., and inspected and sealed or otherwise locked by the Licensing Officer or designate to prevent tampering; and
- d) be kept in good working condition at all times and not used when defective in any way or when the inspection seal has been broken.

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- 6.03 **Serviceable Tires:** It shall be an offence for any Owner, Operator or Broker to permit a licensed Vehicle to operate within the City without being equipped with serviceable tires, one of which shall be available as a spare and each of which shall comply with the Tire Standards and Specifications, O. Reg. 741/811 as amended, under the Highway Traffic Act R. S. O. 1990 c.H.8..

- 6.04 **Taxi Driver's Identification:** It shall be an offence for any Owner Operator, Broker or Taxi Driver to operate a licensed Vehicle not equipped with the appropriate Taxi Driver identification provided by the City, which shall be attached to the interior of the Vehicle in such a position as to be fully visible to all Passengers at all times;
- 6.05 **Taxi Plate:** It shall be an offence for any Owner, Operator or Broker to permit a licensed Vehicle to operate within the City without being equipped with a Taxi Plate, affixed in accordance with Section 4.05.
- 6.06 **Tariff Cards:** It shall be an offence for any Owner, Operator or Broker to permit a licensed Vehicle to operate within the City without being equipped with a current Tariff Card, issued by the City, with rates set out in the Schedule B-1 to the Consolidated Fees By-law., affixed to the interior of the Vehicle so as to be visible to all Passengers.
- 6.07 **Advertisements:** It shall be an offence for any taxicab owner, broker, driver or representative thereof to permit advertising on the exterior or in the interior of a Taxicab or Accessible Taxicab vehicle that does not comply with the following:
- a) all advertisements must be approved by the Senior Licensing Officer, or his or her designate, prior to being placed on the interior or exterior of the vehicle;
 - b) advertising must not obstruct the drivers or passengers view;
 - c) advertising must not obstruct the name of the taxi company or the phone number;
 - d) only one (1) advertisement or electronic advertisement device is permitted on the interior of the vehicle;
 - e) advertisements or advertisement screens on the interior of the vehicle must be no more than 21.59cm (8.5in) by 27.94cm (11in) in size;
 - f) only one (1) advertisement is permitted on the exterior of the vehicle
 - g) advertisements on the exterior of the vehicle are restricted to decals and lettering;
 - h) the use of electronic advertising on the exterior of the vehicle is prohibited;
 - i) advertisements on the exterior of the vehicle are only permitted on the rear bumper, rear hatch, or rear quarter panel of the vehicle;
 - j) advertising copy on the interior and exterior of the vehicle is to be similar to other billboard and outdoor advertising, and shall not be offensive, inflammatory, obscene, racist, sexist, discriminatory or distasteful in nature, or violate any one person's rights as guaranteed by the Canadian Charter of Rights and Freedoms.

- 6.08 **Vehicle Identification Card:** It shall be an offence for any Owner, Operator, Broker or Driver to permit a licensed Vehicle to operate within the City without being equipped with a current Vehicle Identification Card, issued by the City, and located in the Vehicle's glove compartment.
- 6.09 **Vehicle and Equipment Inspections:** If any inspection, at any time, results in a Taxicab or Limousine being found to be in an unsafe or hazardous condition or found to be non-compliant with any federal, provincial or municipal regulations, the inspector shall immediately remove the Taxi Plate from the Vehicle. A replacement Taxi Plate may only be issued in accordance with Section 3.02 (2) (a) through (e) inclusive and in Schedule B-1 to the Consolidated Fees By-law.

Section 7.00: Taxicab and Limousine Owner, Operator and Broker Requirements

- 7.01 **Owner, Operator and Broker Requirements:** A Taxicab or Limousine Owner, Operator and Broker licensed under this by-law shall:
- a) ensure that all Taxi Drivers, Vehicles and equipment conform to the requirements of all Sections of this By-law; and any other applicable Municipal By-laws and or Provincial or Federal Laws.
 - b) ensure that any Person operating their Vehicles, is a licensed Taxi Driver;
 - c) maintain insurance conforming to the requirements prescribed by this By-law;
 - d) keep, at all times in each Vehicle, the original or a photocopy of the original of each of the following documents:
 - i. the appropriate current Ontario Motor Vehicle Permit
 - ii. the appropriate Vehicle Owner's Business Licence issued under this by-law; and,
 - iii. the appropriate certificate of liability insurance as required under this By-law.
 - iv. maintain and retain for not less than four (4) years, original copies of all Trip Records;

- v. maintain and retain for not less than four (4) years, lists of all Vehicles and Taxi Drivers in their employ;
- vi. provide, on request of the Licensing Officer or a Municipal Law Enforcement Officer, original copies of any or all Trip Records requested; and provide, on request of the Licensing officer or a Municipal Law Enforcement Officer, a list of all Vehicles and Taxi Drivers under their employ;
- vii. make available a vehicle registration and identifcatino information in an accessible format to any passenger that makes such a request as required by the *Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005, c. 11*.

7.02 Failure to Comply: Failure to comply with this Section is an offence.

Section 8.00: Taxi Driver Requirements

8.01 Taxi Driver Conduct Requirements: Every Taxi Driver, while in operation of a Taxicab or Limousine shall:

- a) comply with the requirements of all Sections of this By-law;
- b) carry his or her Taxi Driver's Licence issued under this By-law and his or her Ontario Driver's licence issued under the *Highway Traffic Act R. S. O. 1990, c.H.8*;
- c) produce for inspection, any Licence or required documentation referred to in this By-law, when requested to do so by the Licensing Officer or Municipal Law Enforcement Officer;
- d) be properly dressed, well groomed, neat and clean in personal appearance;
- e) behave civilly and courteously;
- f) not use the horn of a Vehicle to notify the caller of arrival, unless an adult person cannot be found by knocking on the door of the residence to which the Taxi Driver has been called, or when the Taxi Driver is unable or feels it is not safe to exit the Vehicle;
- g) not carry more Passengers in their Vehicles than is set out in the manufacturer's rating of seating capacity for the Vehicle;

- h) not drive a Taxicab or Limousine with luggage or any object placed in, hung on or attached to the Vehicle in such a manner as may obstruct the Taxi Driver's view;
- i) not operate a Taxicab for hire while carrying a Passenger or goods without keeping the Taxicab Meter in operation at all times, unless providing Taxicab service pursuant to Section 9.04 of this By-law;
- j) not request or charge any fare for the use of a Taxicab other than that recorded on the Taxicab Meter, unless providing Taxicab service pursuant to Sections 11.06, 11.07, 11.08, 11.09 and 11.10 of this by-law and not request or receive any higher fare or charge a rate other than the rate specified in Appendix B of this bylaw;
- k) not charge any fare for the use of a Limousine other than that previously arranged between the Owner, Operator, Broker or Taxi Driver and Passenger in accordance with Section 11.10 of this bylaw;
- l) not charge for time lost through defects or inefficiency of the Vehicle or incompetence in driving;
- m) not charge for time consumed by the early arrival of the Taxi Driver in response to an appointment made in advance;
- n) be permitted, where an appointment for service is made in advance, to charge for time consumed in waiting for a Passenger following the appointed time for arrival of the Taxi Driver;
- o) not charge for time consumed in providing service to a Person who has not made an appointment for service in advance until the Passenger and the Taxi Driver are seated in the Vehicle;
- p) not charge a Passenger for the cost of proceeding to an establishment for change or for waiting time while a Passenger obtains change when the amount tendered in payment for the fare is of greater value than the sum due and is in the amount of twenty dollars (\$20.00) or less;
- q) allow for a maximum of five minutes loading time, from the time the passenger makes contact with the driver, to allow the passenger to load their property in to the vehicle, prior to engaging the Taxicab Meter;
- r) keep all appointments and engagements punctually;
- s) take proper care of all baggage and other personal property placed in the Taxi Driver's care for conveyance;
- t) deliver all property, goods or money left in error by any Passenger in the Vehicle to such Passenger, or notify such Passenger where such

property, goods or money may be recovered, or, if such Passenger is unknown, deliver the property, goods or money to the City of Kawartha Lakes Police Station;

- u) not pick up any additional Passengers once the Vehicle has been hired and currently in use by another Passenger or group of Passengers;
- v) not disengage the Taxicab Meter during stops between the pick-up point where the journey began and the final destination;
- w) take the most direct route possible to the requested destination unless directed otherwise by a Passenger;
- x) examine the Vehicle for mechanical defects or interior and exterior damage each day before commencing the operation of the Vehicle;
- y) ensure that the Vehicle which he or she is driving is maintained:
 - i. in a clean condition as to its exterior;
 - ii. in a clean, dry and odour-free condition as to its interior;
 - iii. free of debris left by Passengers; and,
 - iv. free of personal effects of the Taxi Driver not required in the conduct of normal driving duties, while it is in his or her possession;
- z) report any detected defects in the Vehicle, or damage occasioned to the Vehicle, forthwith to the Owner, Operator or Broker;
- aa) if requested, give a Passenger a receipt showing:
 - i. the Taxi Driver's name;
 - ii. the Taxi Driver's Licence number;
 - iii. the Taxi Plate number;
 - iv. the date and time of the trip;
 - v. the points of origin and destination of the trip;
 - vi. the cost of the trip, indicating the Goods and Services Tax (GST) included in the fare;
 - vii. the registration number supplied by the Minister of National Revenue pursuant to which the Goods and Services Tax collected for the trip will be remitted to the Receiver General of Canada;

- bb) display his or her Taxi Driver photograph identification card issued by the City, in accordance with Section 6.05;
- cc) ensure that the light of the roof sign of the Taxicab is illuminated when the Taxicab is available for hire, and extinguished when the Taxicab Meter is engaged;
- dd) take a position at the end of any line formed by Taxicabs already in a Taxicab Stand when entering a Taxicab Stand;
- ee) not enter or attempt to enter a Taxicab Stand where there is insufficient place for the Taxicab within the Taxicab Stand;
- ff) not enter or attempt to enter a Taxicab Stand where the Taxicab Owner's, Operator's or Broker's Licence does not permit the commencement of the conveyance of Passengers or goods in which the Taxicab Stand is located;
- gg) not obstruct or interfere with:
 - i. the use of a Taxicab Stand;
 - ii. the use of a Public Place; or
 - iii. the surrounding traffic patterns, while waiting in a Vehicle or at a Taxicab Stand or at any public parking place;
- hh) be sufficiently close to the Taxicab to have it under constant observation while parked in a Taxicab Stand or Public Place while waiting for hire;
- ii) not refuse to serve the first Person requesting the service of his or her Taxicab except as provided by Section 8.01 (ii);
- jj) not refuse to permit a service animal while serving a person with a disability;
- kk) have the right to refuse to serve any Person requesting the services of any Vehicle if:
 - i. the Vehicle is engaged for other service;

- ii. the Person requesting the service owes the Taxi Driver for a previous fare or service;
 - iii. the Person requesting the service refuses to pay in a form of remuneration acceptable to the Owner, Operator or Broker;
 - iv. the Person requesting service, upon being requested by the Taxi Driver refuses to disclose the final destination immediately after entering the Vehicle;
 - v. the Person requesting service asks the Taxi Driver to drive to any place in circumstances which the Taxi Driver reasonably believes to be unsafe;
 - vi. the Person requesting service has an excessive number of items that will not fit within the Vehicle, or will obstruct the Taxi Driver's vision or ability to operate the Vehicle in a safe manner;
 - vii. the Person requesting service demands to be accompanied by a number of Passengers which exceeds the number of seat belt assemblies available for Passengers;
 - viii. the Person requesting service is unduly obnoxious or abusive, in which event such Taxi Driver shall immediately record in writing the reasons for such refusal and shall retain the record for a period of ninety (90) days;
- ll) open the trunk of the Vehicle whenever a Passenger has luggage to be placed in the trunk of the Vehicle;
- mm) open the door of the Vehicle for any Passenger requesting the services of a Taxicab or Limousine;
- nn) not terminate a trip on the left side of a one-way street;
- oo) not induce any Person to engage a Vehicle through any misleading or deceiving statement or representations to that Person about:
- i. the location of any destination named by that Person;
 - ii. the distance to any destination named by that Person; or,
 - iii. the approximate charge for conveyance to any destination named by that Person;

pp) prohibit the use of artificial scents in the taxicab or limousine whether or not the taxicab or limousine is in service.

8.02 **Failure to Comply:** Failure to comply with any of the provisions of this Section is an offence.

Section 9.00: Accessible Taxicabs

9.01 **Accessible Taxicab Requirements:** All Accessible Taxicabs shall, at all times, comply with *R.R.O. 1990, Regulation 629, Accessible Vehicles*, under the *Highway Traffic Act R.S.O. 1990 c.H.8.* and shall;

- a) be equipped with an interior mirror designed to provide the driver with a view of the passengers;
- b) be equipped with lights arranged to illuminate all of the interior of the vehicle that shall be constantly lit during the loading or unloading of passengers, and be sufficient to permit the safe on-board movement of passengers;
- c) be equipped with lights above or beside each passenger access door that shall, be constantly lit when the door is open, be shielded to protect the eyes of entering and exiting passengers, and illuminate, the ramp, lift or step nosing,
- d) be equipped with a means of securing in the open position, each passenger access door or emergency exit door that could be subject to unintentional closing during the loading or unloading of passengers;
- e) have an interior that is free of any sharp projections that may constitute a hazard to passengers;
- f) have floor covering in the aisle and on the steps that is slip resistant, fire-retardant and securely bonded or fastened, produces minimal glare, and is composed of wear-resistant rubber or equivalent material, or carpet with a low, firm and level pile or loop;
- g) have steps that have full-width yellow or white step nosing's that are colour-contrasted with their background, have closed risers, and have uniform riser heights and tread depths, subject to the structural limitations of the vehicle;
- h) conform with Canada Motor Vehicle Safety Standard 302 regarding flammability;

- i) be equipped with at least one dry-chemical-type fire extinguisher bearing the label of a recognized testing agency, showing a rating of not less than 2-A:10-B:C, and equipped with a pressure gauge indicating that the fire extinguisher is adequately charged, and be contained in the extinguisher manufacturer's bracket;
- j) be equipped with a unitized first aid kit in a sturdy, dustproof removable container containing the following:
 - i. packets containing hand cleansers and gauze cleansing pads,
 - ii. adhesive dressings, individually wrapped,
 - iii. compress dressings,
 - iv. eye dressing kits,
 - v. gauze dressings,
 - vi. gauze bandages,
 - vii. adhesive tape,
 - viii. triangular bandages,
 - ix. rolled metal splint,
 - x. one pair of scissors,
 - xi. one pair of sliver tweezers, and
 - xii. safety pins.

9.02 Accessible Taxicab Fare Requirements: All Owners, Operators, Brokers or Drivers of taxicabs are prohibited from charging a higher fare or an additional fee for persons with disabilities than for persons without disabilities for the same trip, or charging a fee for the storage of mobility aids or mobility assistive devices;

9.03 Owner, Operator and Broker Requirements: Every Owner, Operator or Broker shall:

- a) provide accessible taxicab service on a priority basis to any person with a disability who requests such service;
- b) make available vehicle registration and identification information in an accessible format to persons with disabilities who are passengers

- c) maintain and produce detailed records of all taxicab service requests to be kept for four years and produced upon request;
- d) notify the Licensing Officer within 24 hours of any incident where there is reasonable cause to believe that an accessible driver has refused to provide service or has failed to book-in;
- e) take appropriate measures to notify the customer of the arrival of the taxicab;
- f) prohibit the use of artificial scents in the accessible taxicab whether or not the taxicab is in service;
- g) ensure all accessible vehicles are equipped with a rear sensor capable of detecting a person or object behind the vehicle to alert the driver when backing up;
- h) define “request for accessible service” to mean any request made by a “person with a disability” as defined by the by-law to include a person with an injury or a condition where they have some type of mobility impairment”;
- i) ensure the accessible vehicle used is ready to transport a minimum of one standard motorized wheelchair without having to reconfigure vehicle equipment or remove passenger seats to accommodate the wheelchair or scooter;
- j) outline the days and hours the accessible taxicab will be available for service;
- k) provide wheelchair and occupant restraint training to all drivers of the accessible vehicle and provide documentation with the plate application to confirm that this training has been completed with the driver.

9.04 **Taxicab/Limousine Driver Requirements:**

In addition to complying with the provisions outlined in Section 8.01 of this b-law, all accessible taxicab drivers shall;

- l) provide accessible taxicab service on a priority basis to any person with a disability who requests such service;
- m) wear a photo identification tag that clearly identifies them as an accessible taxicab driver;
- n) bring the accessible taxicab as close to a building’s accessible entrance as lawfully possible;

- o) take appropriate measures to notify the customer of the arrival of the taxicab;
- p) accompany the customer to and from the immediate interior of the building;
- q) provide support and carry items for the customer.
- r) carefully fasten the passenger seat belts;
- s) secure the customer's mobility aids in accordance with the vehicle specifications;
- t) address customer concerns before commencing the fare;
- u) request and wait for paramedic services if the customer requires medical attention (unless a friend or family member is present);
- v) prohibit the use of artificial scents in the accessible taxicab whether or not the taxicab is in service;
- w) define "request for accessible service" to mean any request made by a "person with a disability" as defined by this or any other applicable by-law;
- x) ensure the accessible vehicle used is ready to transport a minimum of one standard motorized wheelchair without having to reconfigure vehicle equipment or remove passenger seats to accommodate the wheelchair or scooter;
- y) be in compliance with all requirements in Section 8.00 of this by-law.

Section 10.00: Transportation Network Companies

10.01 Licensing Requirements: All Transportation Network Companies, Drivers, and Vehicles that wish to operate within the City must obtain the corresponding Licence. Failure to do so is an offence.

10.02 Application Requirements: Each application form will require information to be provided, and other necessary papers to be completed or submitted by the Applicant in conjunction with his or her application, where applicable, in support of the information in the form as outlined below:

1. Transportation Network Company Business Licence:

- a) a fully completed application form as supplied by the City;

- b) proof of general business liability insurance in an amount of at least \$2 million; and
- c) a signed document that confirms all local employees have received accessibility training as required by the *Accessibility for Ontarians with Disabilities Act, 2005, Ontario Regulation 429/07*.

2. Transportation Network Company Drivers Licence:

- a) a completed application form as supplied by the City;
- b) a Police Criminal Record Check obtained from their local Police Station issued no more than 30 days prior to the date of application;
- c) a Driver's Abstract obtained from the Ministry of Transportation issued no more than 30 days prior to the date of application; and
- d) a copy of valid Ontario Driver's Licence.

3. Transportation Network Company Vehicle Licence:

- a) a completed application form supplied by the City for each
- b) Vehicle to be licensed ;
- c) a copy of current Ontario Motor Vehicle Permit for each Vehicle to be licensed;
- d) a copy of current Safety Standards Certificate signed by a licensed mechanic for each Vehicle to be licensed issued no more than 36 days prior to the date of application;
 - i. the original Vehicle/Meter Inspection Report for each Vehicle to be licensed; and
 - ii. a copy of Certificate of Insurance with public liability coverage in the amount of \$2 million and an endorsement to carry Passengers for compensation for each Vehicle to be licensed.

10.03 Vehicle Inspection Requirements: The Licensing Officer or designate shall inspect each Vehicle and its equipment as prescribed under Section 10.02 (3) prior to the issuance of any Licence and at any other time deemed appropriate by the Licensing Officer.

10.04 Photograph: The Licensing Officer or designate shall take a photograph of every Applicant under Section 10.02 (2), which shall be filed with the

City and upon application for renewal of Licence, the Applicant shall attend for a new photograph if required to do so by the City.

10.05 Additional Criteria Considered: The Licensing Officer may deny a Licence or issue a Licence with specific conditions based on, but not limited to the following criteria:

- e) the Applicant has been found to have discriminated against a member of the public contrary to *The Ontario Human Rights Code R.S. O. 1990 c.H.19*;
- f) the Applicant has been convicted of an offence pursuant to the *Criminal Code of Canada*, R.S.C. 1985, c. C.46;
- g) the Applicant has been convicted of an offence pursuant to *the Highway Traffic Act, R.S.O. 1990, c. H.8*;
- h) the Applicant was previously convicted of an offence pursuant to this or a predecessor by-law;
- i) the Applicant is financially obligated to the City in some manner other than for current taxes; and
- j) the Applicant is in breach of this or some other City by-law or law of Ontario or Canada.

10.06 Licence Refusal: The Licensing Officer has the right to deny the issuance of, or revoke a Licence if any of the terms of this By-law are not met. If the application is denied, the Applicant has the right to appeal the decision in accordance with the procedures outlined in Section 5.03.

10.07 Disclosure of Private Information: It shall be a condition of every licence that an Owner or Operator shall consent to the disclosure of all records and personal information with respect to any licence application, approval refusal or revocation to any law enforcement agency, provincial ministry, federal department, agency, board or commission thereof or any other municipality, or to the Owner of the Taxicab business, pursuant to the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990,c.m.56,s.32.

10.08 Time Limited: Except as otherwise provided in this By-law, Licences shall be issued for a maximum period of one year and shall come into effect on the date that they are issued, and expire on October 31 of that same year.

- 10.09 **Soliciting Passengers:** Transportation Network Drivers shall not accept street hails. Failure to comply with this section is an offence

Section 11.00: Administration of Business and Fares

- 11.01 **Place of Business:** Every Owner, Operator, or Broker must provide and maintain a place of business within the City limits, which will accommodate the number of Vehicles proposed to operate such Business, and have an office that is accessible to the general public.
- 11.02 **Staffing:** It is also required that every Owner, Operator or Broker have a sufficient number of licensed Taxi Drivers and staff to enable him or her to operate the number of Taxicabs and or Limousines to be licensed, available for service in transporting Passengers.
- 11.03 **Taxicab Meter to be Engaged:** It shall be an offence to operate a Taxicab within the boundaries of the Core Areas as outlined in Schedule “A” without activating the Taxicab Meter as soon as a Passenger enters a Taxicab and ensuring that it remains activated until such trip is completed.
- 11.04 **Fares:** It shall be an offence for any Owner, Operator, Broker or Taxi Driver to charge any fare or fee higher than those outlined in Schedule “B” of this by-law.
- 11.05 **Journeys Within Core Areas:** It shall be an offence for any Owner, Operator, Broker or Taxi Driver to charge any fare or fee higher than those prescribed in Schedule “B” of this by-law for journeys beginning and ending within the Core Areas as outlined in Schedule “A” of this by-law. Failure to comply with this section is an offence.
- 11.06 **Journeys Between Core Areas:** Notwithstanding the provisions of Sections 11.03 and 11.04, fares not higher than the taxi fares as outlined in Schedule “B” of this by-law are to be charged for travel between areas as outlined in Schedule “A”. Failure to comply with this section is an offence.
- 11.07 **Journeys Outside of the City of Kawartha Lakes:** Notwithstanding the provisions of Sections 11.05 and 11.06, a Flat Rate charge, at an amount agreed upon by the taxi company and the passenger(s), may be applied for trips that end outside of the city boundaries.
- 11.08 **Discounting Rates:** Notwithstanding Sections 11.03, 11.04, 11.05, 11.06, 11.07, Taxicab Owners, Taxicab Brokers, and Taxi Cab Drivers may,

- a) offer discounted rates negotiated with the passengers prior to the beginning of the journey for trips between Core Areas.
- b) offer discounted rates to passengers over the age of 65 or persons with disabilities for journeys within and between Core Areas.

11.09 Contracting Services: For the purposes of negotiating on-going transportation contracts with corporate or government entities, Taxicab and Limousine Businesses may negotiate fee-for-service rates outside of the rates prescribed in Schedule “B” of this by-law.

11.10 Limousine Rates: Limousine Owners and Drivers may negotiate fee-for-service rates outside of the rates prescribed in Schedule “B” of this by-law.

Section 12.00: Licences Issued for the Purpose of Compliance with the Regulations of the Greater Toronto Airport Authority

12.01 Additional Licences to be Permitted: Two (2) additional Taxicab Business Licences and Two (2) Taxi Plates may be issued for the express purpose of compliance with the regulations of the Greater Toronto Airport Authority to allow operation of these Taxicabs at Lester B. Pearson Airport in Toronto, and shall be issued in accordance with this By-law. Taxi Drivers of the Taxicabs to whom these additional Licences are issued may apply for a Taxi Driver Licence in accordance with the provisions of this By-law.

12.02 Conditions: All Licences issued under Section 10.01 are owned by the City of Kawartha Lakes and cannot be transferred or assigned by any Licensee to whom they are issued. When and if they are no longer required or are expired, revoked or suspended, such licences must be surrendered to the City of Kawartha Lakes.

Section 13.00 Enforcement and Penalties

13.01 Enforcement: Municipal Law Enforcement Officers, Licensing Officer, Peace Officers, Police or any other Person designated by Council may enforce this By-law.

13.02 Obstruction: No person shall hinder or obstruct, or attempt to hinder or obstruct, any person exercising a power or performing a duty under this By-law.

13.03 Offence and Penalty: Every Person who contravenes any of the provisions of this by-law is guilty of an offence pursuant to Section 429 of

the *Municipal Act, 2001, S.O. 2001, c. 25* and all contraventions of this by-law are designated continuing offences.

- 13.04 **Offence by an Individual:** Every Person, excluding a corporation, who is convicted of an offence under this by-law, is liable to a fine as stipulated by the set fines as attached to this by-law or as stipulated by the *Provincial Offences Act R.S.O. 1990, CHAPTER P.33*.
- 13.05 **Offence by a Corporation:** Every corporation who is convicted of an offence under this by-law is liable to a maximum fine of Fifty Thousand Dollars (\$50,000) for the first offence and a maximum fine of One Hundred Thousand Dollars (\$100,000) for any subsequent offence in accordance with the *Municipal Act, 2001, S.O. 2001, c. 25* and *Provincial Offences Act R.S.O. 1990, CHAPTER P.33*.
- 13.06 **Multiple Offences:** The conviction of an offender for the breach of any provision of this By-law shall not operate as a bar to a prosecution against the same offender upon any subsequent or continued breach of any provision of this By-law.
- 13.07 **Court Order:** If this By-law is contravened and a conviction entered, the court in which the conviction is entered and any court that has jurisdiction thereafter may, in addition to any other remedy and to any penalty imposed, make an order prohibiting the continuation or the repetition of the offence.

Section 14.00: Administration and Effective Date

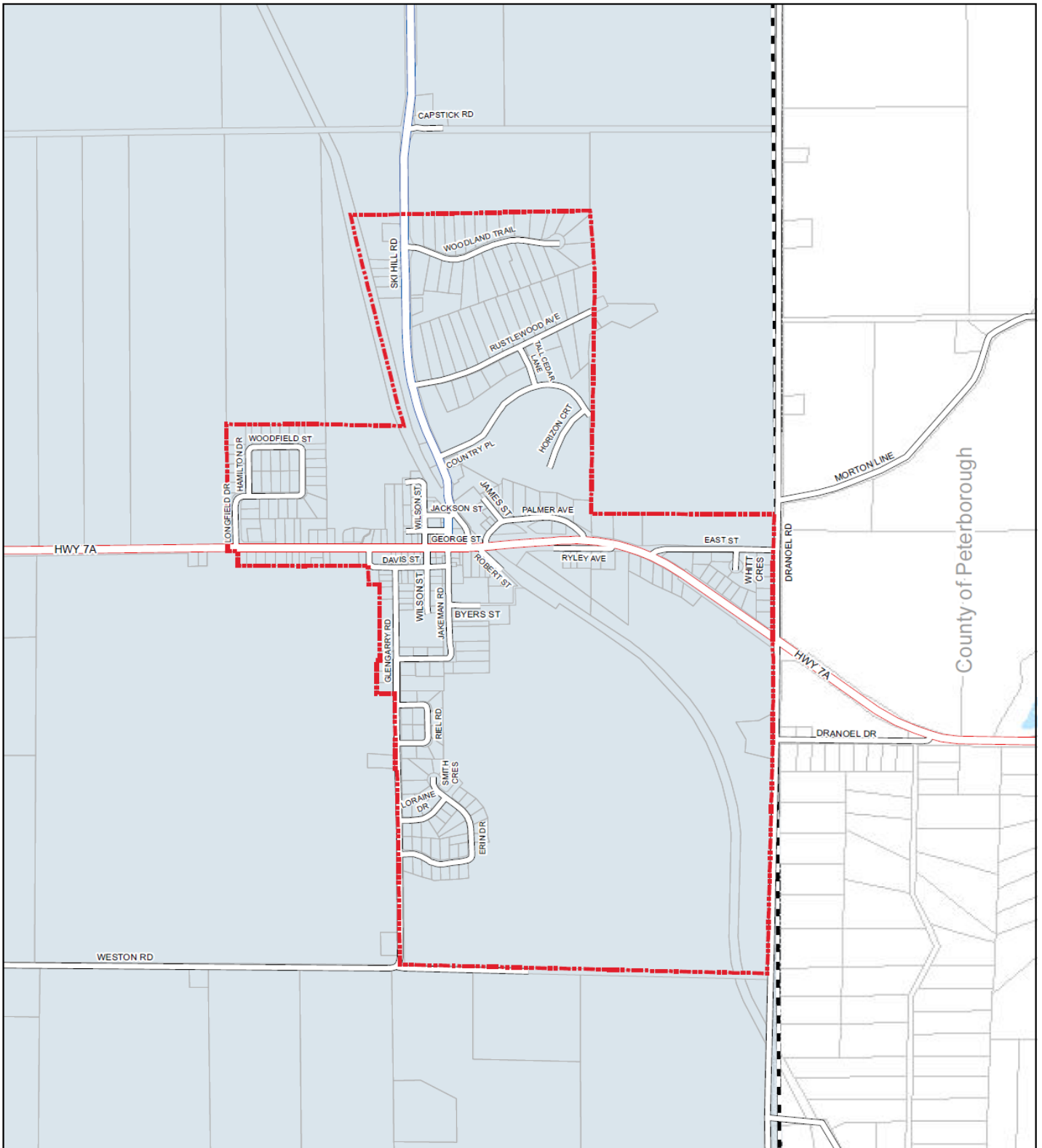
- 14.01 **Administration of the By-law:** Unless otherwise indicated in this By-law, the administration of this By-law is assigned to the City Clerk whom may delegate the performance of any of the functions under this By-law from time to time as occasion requires.
- 14.02 **Ongoing Matters:** The by-law listed in Section 12.01 shall remain in force and effect for the purpose of conclusion of any legal proceedings commenced under that by-law prior to the effective date of this By-law, and for the purpose and effect of the validity of any Licence issued pursuant to that by-law for the calendar 2016.
- 14.03 **References to Predecessor By-laws:** References in other by-laws governing Kawartha Lakes to any historically applicable Licensing by-law are deemed to be references to this By-law.
- 14.04 **Effective Date:** This By-law shall take effect on January 30, 2018.

By-law read a first, second and third time, and finally passed, this 30th day of January, 2018.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

Schedule "A"
By-law 2018-XXX
The Corporation of the City of Kawartha Lakes
Core Areas



Site Plan Control Boundary

City of Kawartha Lakes Boundary

Teranet Parcel Fabric - Jan 2014

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Site Plan Control Area - Bethany

City of Kawartha Lakes

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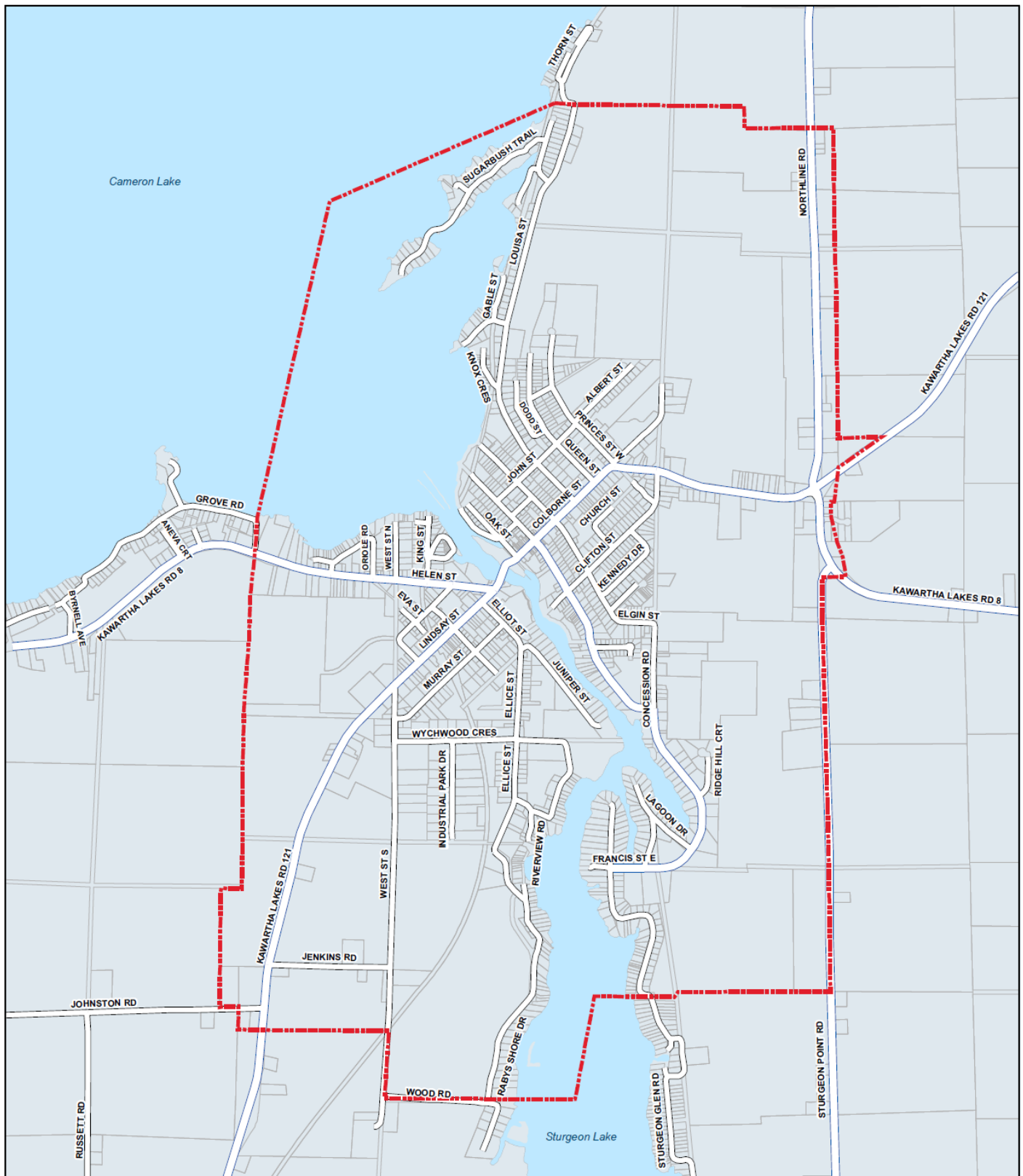
City of KAWARTHA LAKES

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Mapping & GIS Division

Date: 2/12/2014

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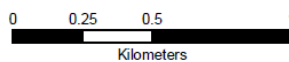
Site Plan Control Area - Fenelon Falls City of Kawartha Lakes

-  Site Plan Control Boundary
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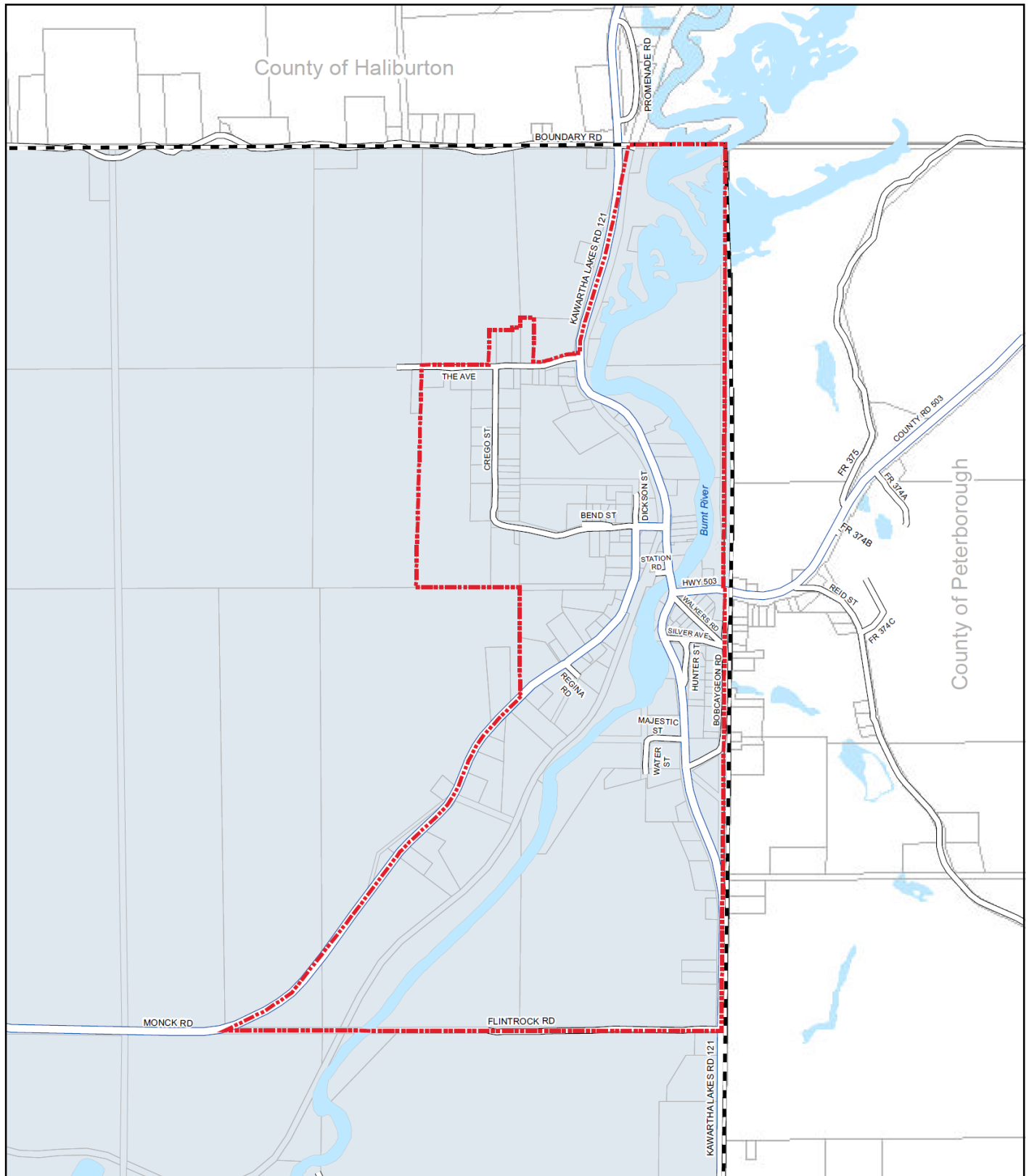
KAWARTHA LAKES




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Date: 2/19/2014



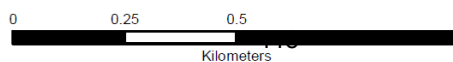
-  Site Plan Control Boundary
-  City of Kawartha Lakes Boundary
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Site Plan Control Area - Kinmount City of Kawartha Lakes

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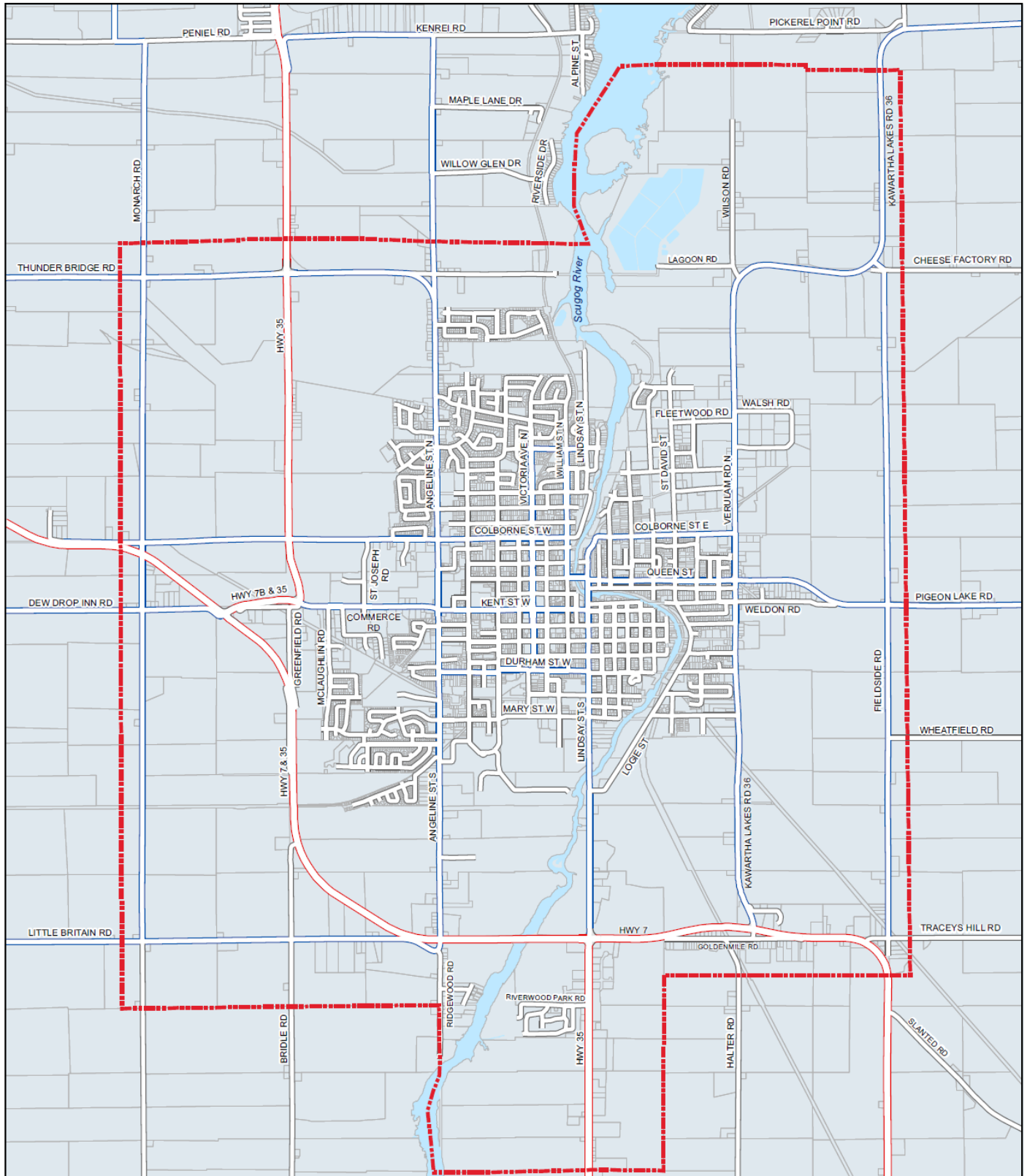
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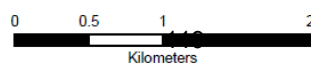
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Site Plan Control Area - Lindsay City of Kawartha Lakes

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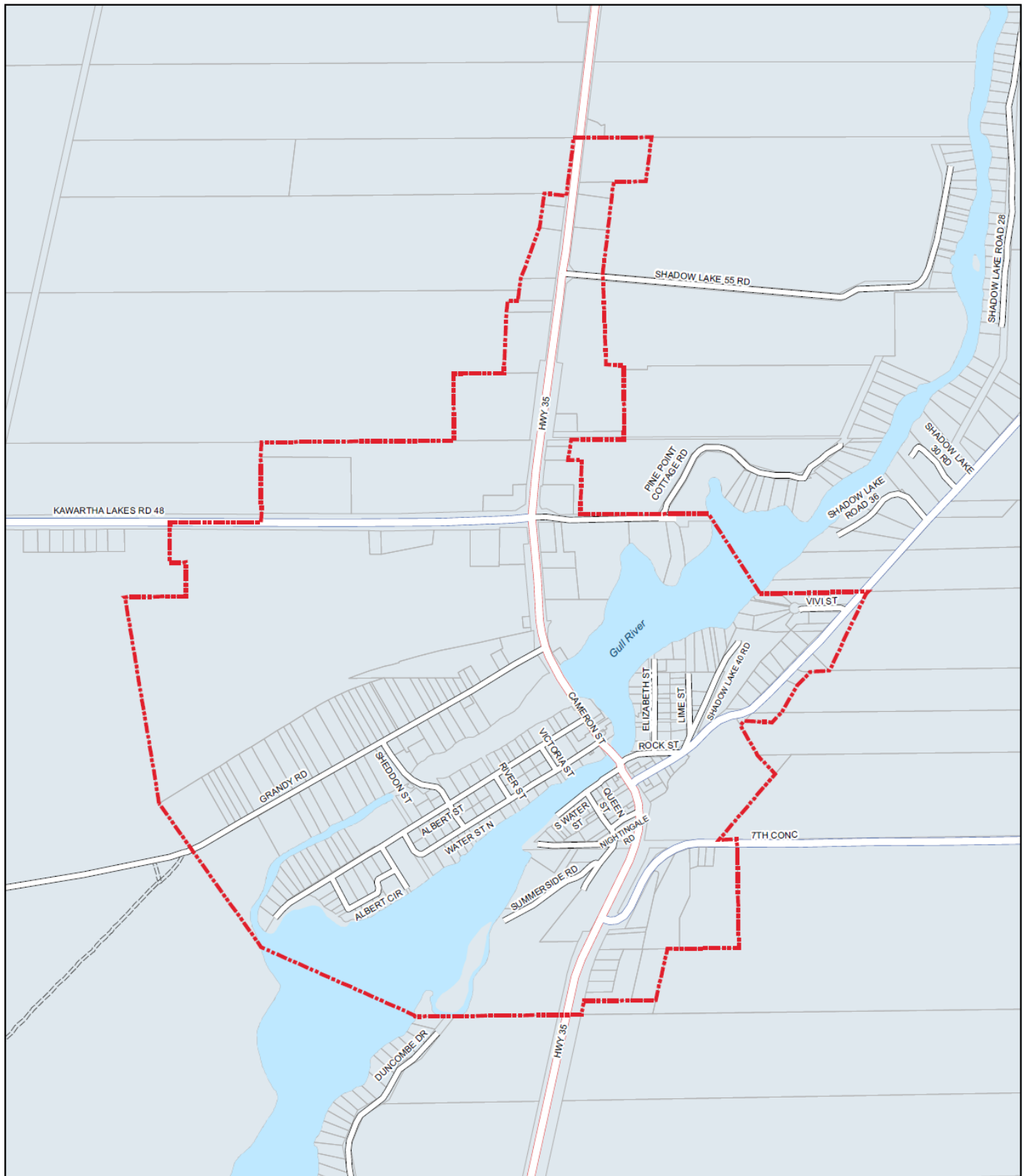




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Site Plan Control Area - Coboconk
City of Kawartha Lakes

Site Plan Control Boundary
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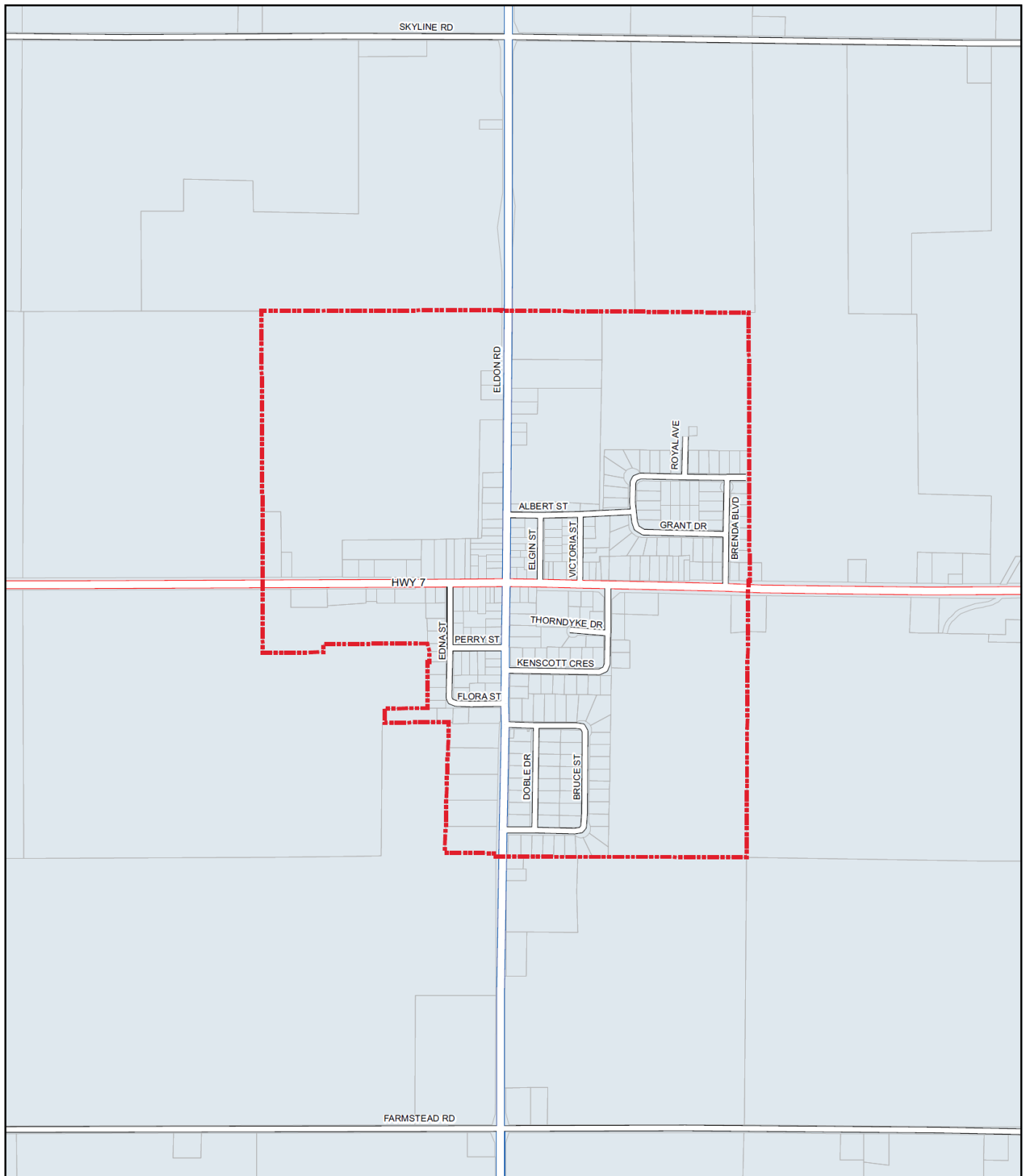
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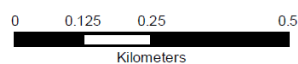
 Site Plan Control Boundary
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Site Plan Control Area - Oakwood **City of Kawartha Lakes**

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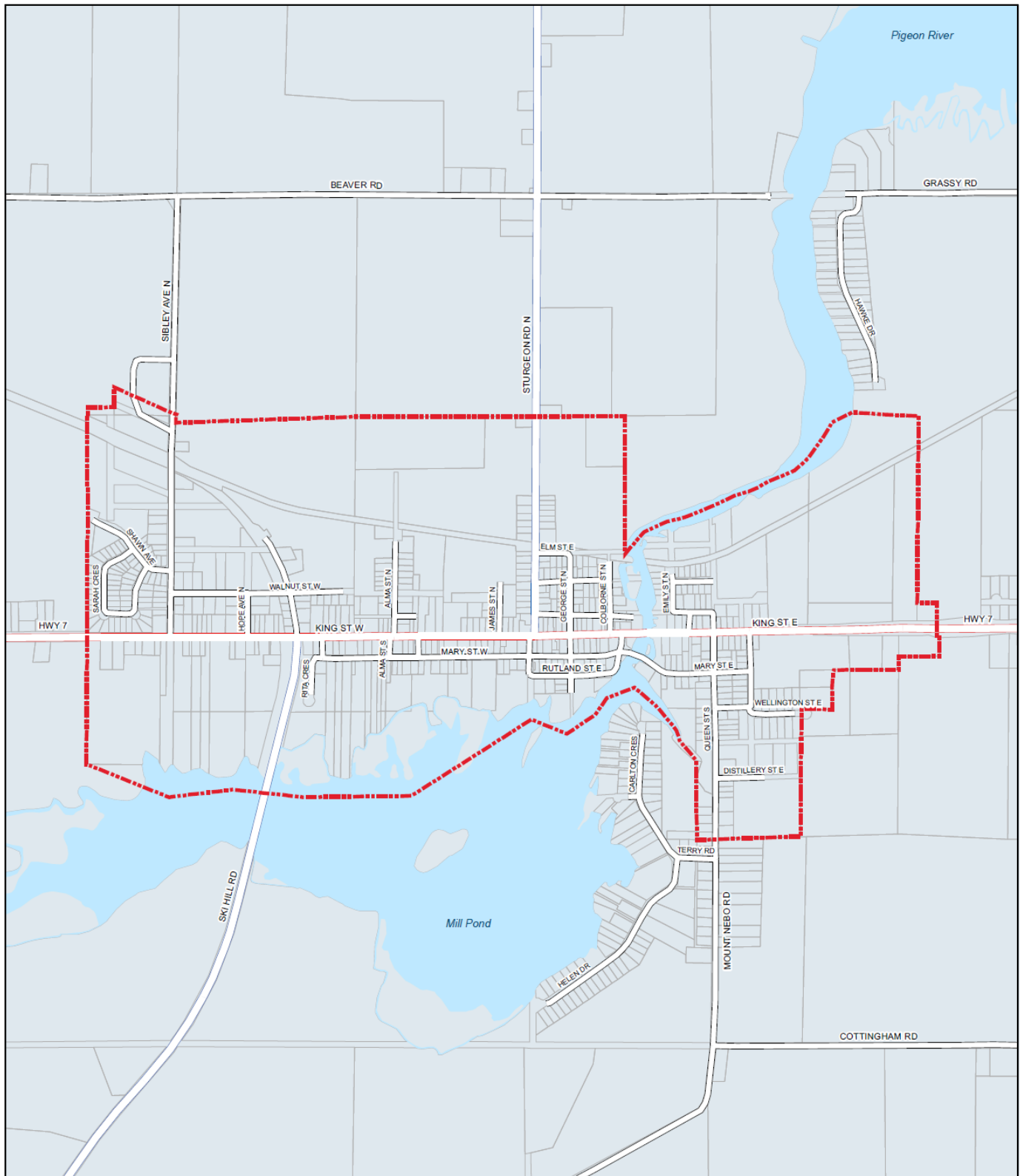
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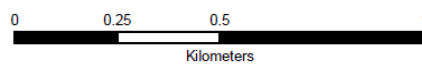
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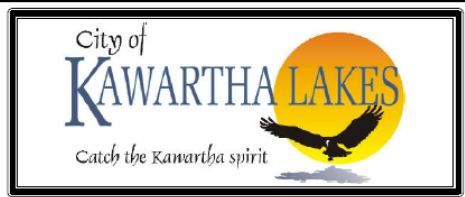
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Site Plan Control Area - Omeme City of Kawartha Lakes

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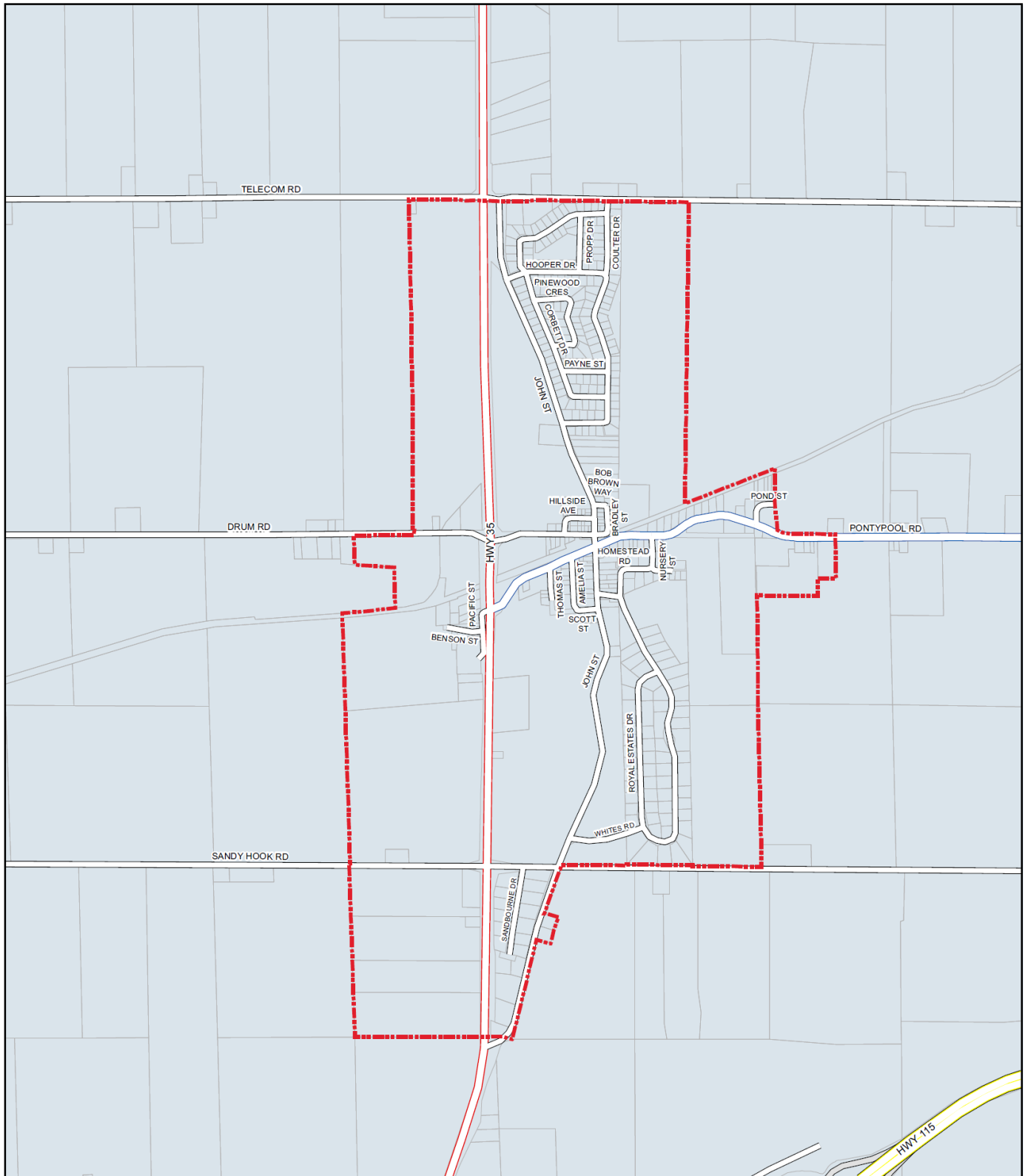


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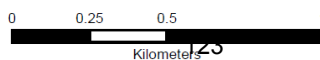


 Site Plan Control Boundary
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Site Plan Control Area - Pontypool City of Kawartha Lakes

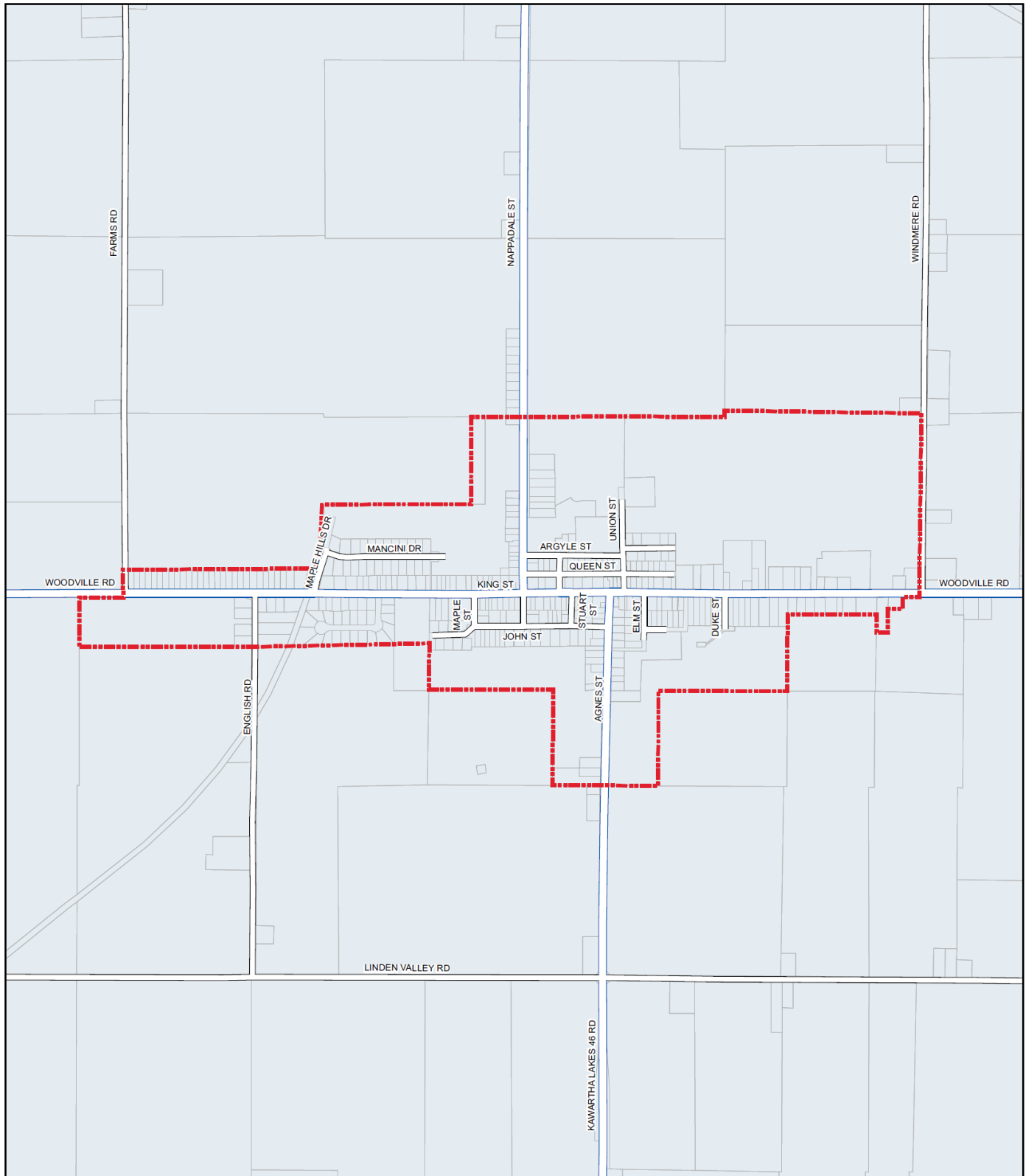
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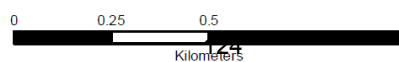
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Site Plan Control Area - Woodville City of Kawartha Lakes

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City of

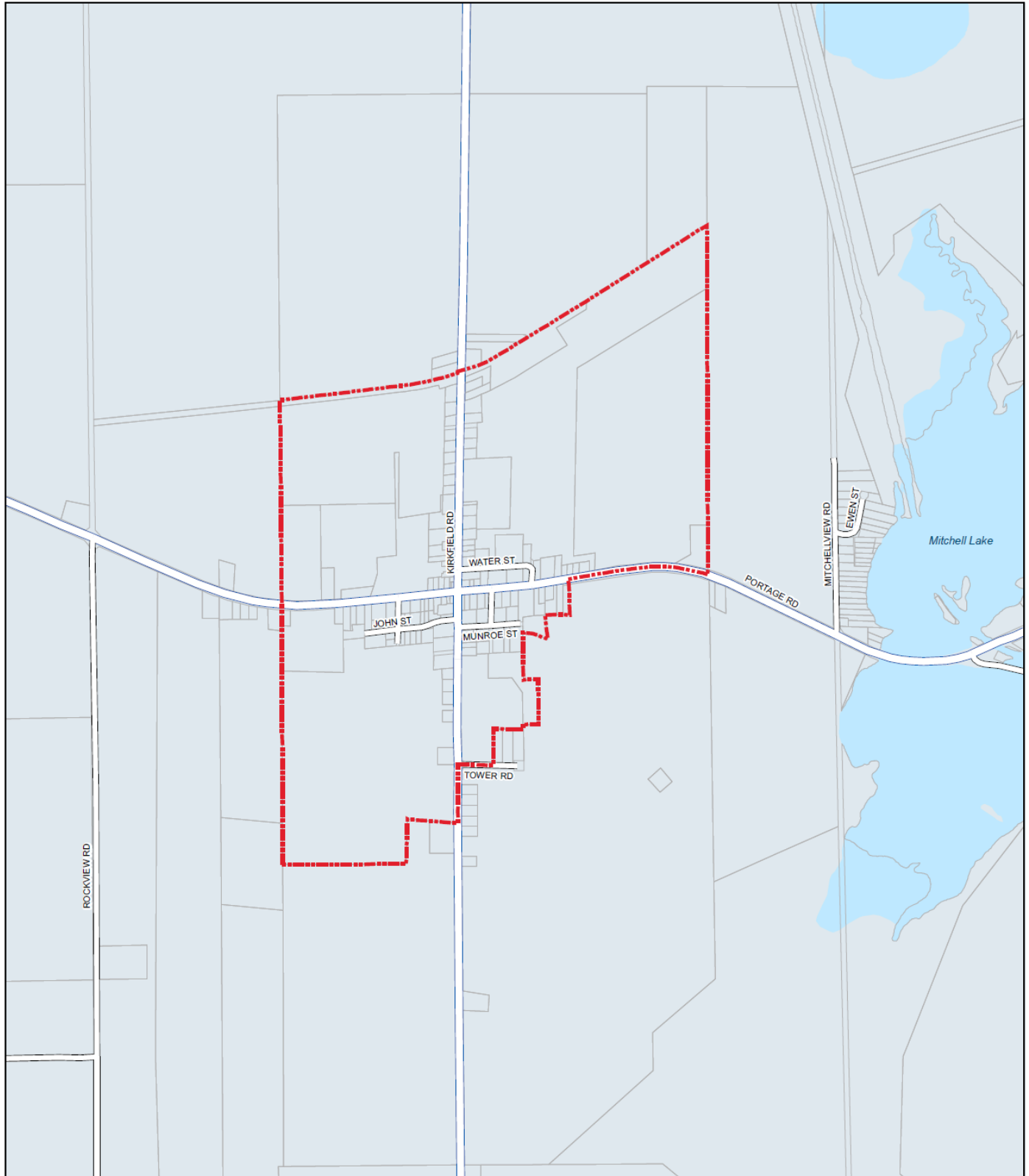
KAWARTHA LAKES



Catch the Kawartha spirit



Mapping & GIS Division

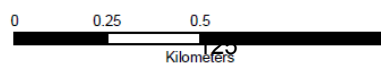
Date: 2/12/2014



 Site Plan Control Boundary
 Teranet Parcel Fabric - Jan 2014

Site Plan Control Area - Kirkfield City of Kawartha Lakes

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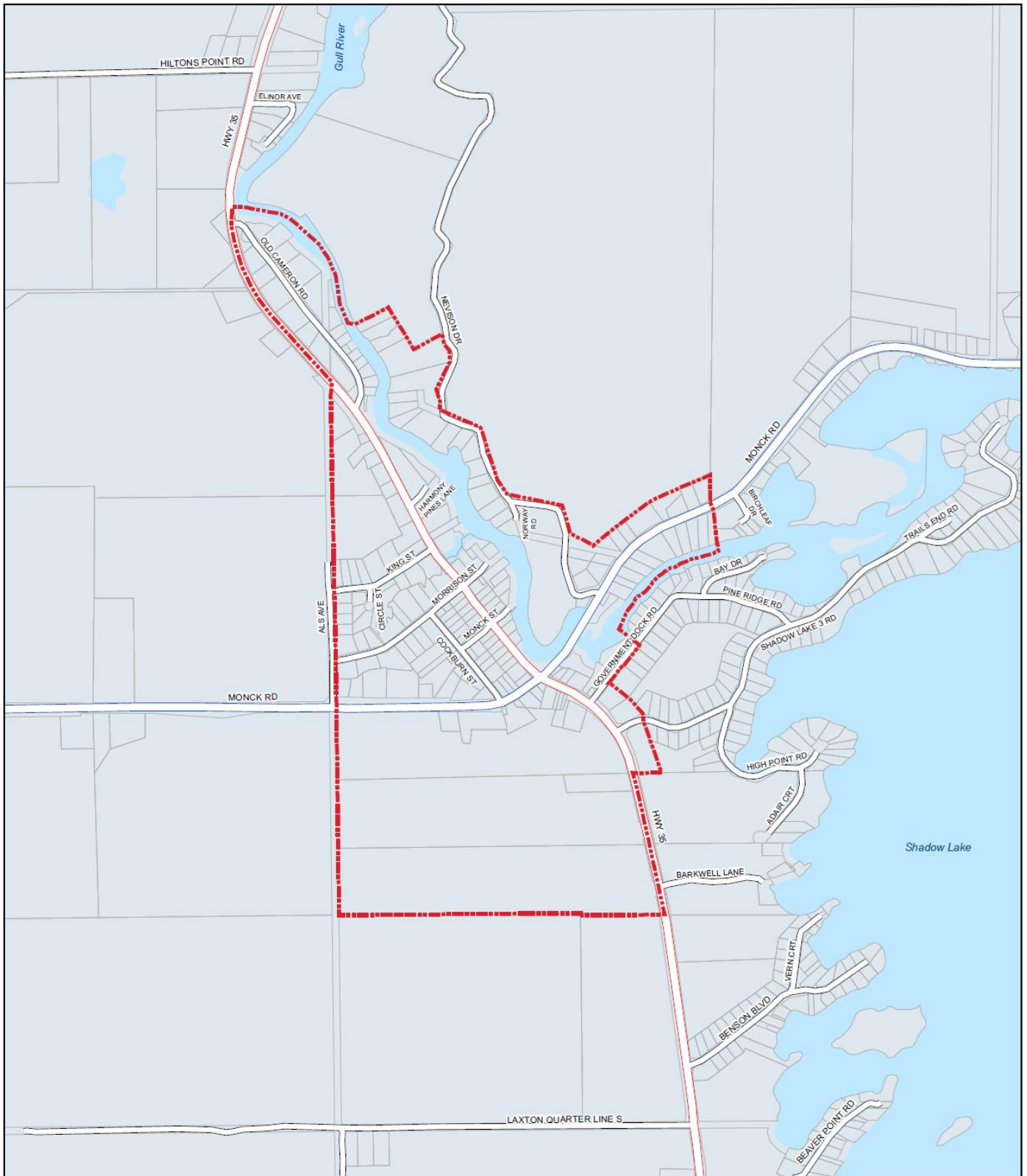
City of

KAWARTHA LAKES

Catch the Kawartha spirit



Mapping & GIS Division
Date: 2/12/2014

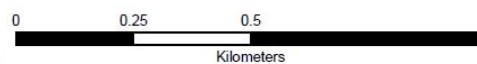


 Site Plan Control Boundary
 Teranet Parcel Fabric - Jan 2014

Site Plan Control Area - Norland City of Kawartha Lakes


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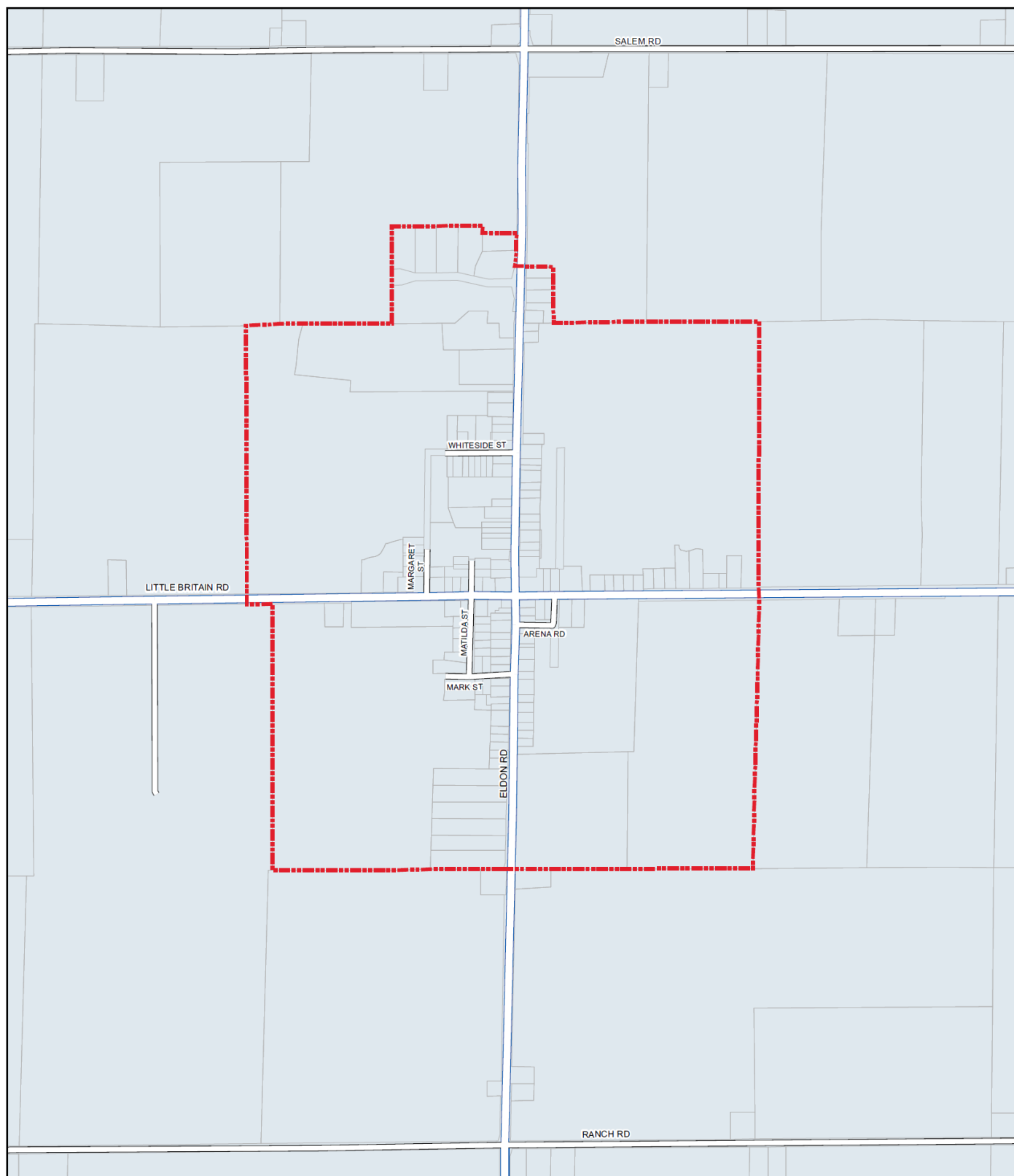
City of
KAWARTHA LAKES

Catch the Kawartha spirit



Mapping & GIS Division

Date: 2/19/2014



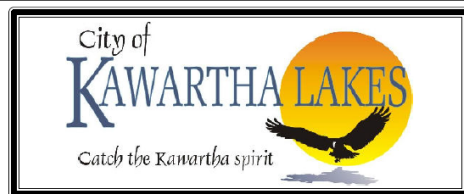
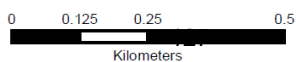
 Site Plan Control Boundary
 Teranet Parcel Fabric - Jan 2014

Site Plan Control Area - Little Britain City of Kawartha Lakes

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Mapping & GIS Division

Date: 2/12/2014

Schedule “B”
By-law 2018-XXX
The Corporation of the City of Kawartha Lakes

Type of Journey	Start Rate	Per Kilometer Rate
Taxicab Meter Rate for In-Town Journeys	\$3.75	\$3.00
Taxicab Meter Rate for Out-Of-Town Journeys	\$3.75	\$3.00
Taxicab Waiting Rate:	\$0.53 per minute	

The Corporation of the City of Kawartha Lakes

Council Report

Report Number RS2018-001

Date: January 30, 2018

Time: 2:00 p.m.

Place: Council Chambers

Ward Community Identifier: 7

Subject: Proposed Lease Agreement between the City of Kawartha Lakes and Ontario Clean Water Agency

Author Name and Title: Christine Oliver, Law Clerk

Recommendations:

That Report RS2018-001, **Proposed Lease Agreement between the City of Kawartha Lakes and Ontario Clean Water Agency**, be received; and

That the Mayor and Clerk be authorized to execute the Lease Agreement attached as Appendix B on behalf of the City of Kawartha Lakes, being a Lease Agreement with Ontario Clean Water Agency for the purpose of leasing space for the district administration office for a one year term.

Department Head:_____

Financial/Legal/HR/Other:_____

Chief Administrative Officer:_____

Background:

Ontario Clean Water Agency has been leasing space from the City of Kawartha Lakes since 2010 pursuant to a Lease Agreement dated September 1, 2010 (attached as Appendix A). This Agreement expired on December 31, 2015.

As the existing Lease has expired, Staff have negotiated a new Lease Agreement with the same terms for this space, save and except the term of the Agreement and the amount of yearly rent.

The proposed Lease Agreement was discussed by the Land Management Committee and it was the recommendation of the Committee that the terms of the proposed lease be approved.

Due to the proposed repurpose of the location it is not recommended the term be renewed past the one year term.

The purpose of this report is to provide Council with an opportunity to consider the terms of the proposed Lease Agreement and for Council to provide direction required to execute this Agreement. The proposed Lease Agreement is attached at Appendix B.

Rationale:

The annual lease compensation of the proposed lease is \$38,349.48. This is an increase of 3% from the previous rate.

Other Alternatives Considered:

Council could direct that the Lease Agreement not be renewed. This is not recommended in this circumstance as Ontario Clean Water Agency is currently continuing to utilize the space.

Financial/Operation Impacts:

The cost of the lease for Ontario Clean Water Agency space has increased annually from \$32,730.00 in 2017 to \$33,711.96 in 2018.

Relationship of Recommendation(s) To The 2016-2019 Strategic Plan:

The recommendation in this report aligns with the strategic goal of a vibrant and growing economy and with the strategic enabler of efficient infrastructure and asset management.

Consultations:

Land Management Committee
Manager, Building and Properties
Acting Director of Community Services
CEO/Chief Librarian

Attachments:

Appendix A – Expired Lease for Ontario Clean Water Agency at 123 East St.,
Bobcaygeon, dated September 1, 2015



Appendix A - Expired
Lease Agreement.pdf

Appendix B – Proposed Lease Agreement for Ontario Clean Water Agency at
123 East St., Bobcaygeon



Appendix B -
Proposed Lease Agree

Department Head E-Mail: rcarlson@kawarthalakes.ca

Department Head: Robyn Carlson

THIS LEASE made in triplicate this 1st day of September, 2010_, in pursuance of the Short Form of Leases Act:

B E T W E E N:

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

as Landlord
(the "CITY")

- and -

Ontario Clean Water Agency

as Tenant
("OCWA")

RECITALS:

(a) The CITY is the owner of a certain parcel of land and buildings in Schedule "A" to this lease. This parcel of land and building is known as the "Bobcaygeon Service Center".

(b) OCWA wishes to lease a portion of the "Bobcaygeon Service Center" for its district administrative office.

THIS LEASE IS ENTERED in consideration of the rents, covenants and agreements reserved and contained on the part of OCWA e respectively paid, observed and performed, and for other consideration, the receipt and sufficiency of which are acknowledged, the CITY demises and leases the PREMISES to the OCWA.

ARTICLE 1.00: INTERPRETATION

1.01 Definitions: Wherever a term set out below appears in the text of this LEASE in capital letters, the term shall have the meaning set out for it in this Section 1.01. Wherever a term below appears in the text of this LEASE in regular case, it shall be deemed to have the meaning ordinarily attributed to it in the English language.

- (a) **GROSS RENT** means, for year one \$25,000, year two and three increase based on Stats Can Consumer Price Index as per Stats Canada.
- (b) **BUSINESS** means the OCWA's business of an administrative office for Water and waste water management.
- (c) **CITY** means The Corporation of the City of Kawartha Lakes, a municipal corporation duly incorporated pursuant to the laws of the Province of Ontario. Where the context permits, the term also includes the CITY's servants, employees, agents and delegated officials.
- (d) **DIRECTOR** means the Director of the Department responsible for real estate management for the CITY.
- (e) **EVENT OF DEFAULT** means any one or more of the circumstances set out in the following numbered paragraphs.
 - (1) The OCWA breaches its covenant to pay RENT. The default occurs whether the CITY has demanded payment or not, if the RENT remains unpaid for a period of thirty (30) days after it is due.
 - (2) The OCWA breaches any of its other covenants in this LEASE. The

default occurs if the breach continues for a period of thirty (30) days (or such longer period as may be reasonably necessary to cure the breach) after notice by the CITY to the OCWA specifying the nature of the breach and requiring it to be remedied.

- (3) In circumstances where the breach set out in the notice given to the OCWA by the CITY pursuant to paragraph (2) above reasonably requires more time to cure than the time period referred to in the notice, but the OCWA has not commenced remedying the breach; or, in the opinion of the CITY, has failed to diligently remedy it within a reasonable time.
 - (4) The PREMISES are vacated by the OCWA or become vacant or remain unoccupied by the OCWA for a period of thirty (30) consecutive days.
- (f) The **LANDS** are comprised of the lands described in Schedule "A" to this LEASE.
- (g) **LEASE** means this lease agreement, including its recitals and schedules, which form integral parts of it, as amended from time to time in accordance with Section 6.07
- (h) **OCWA** means the Ontario Clean Water Agency, a corporation established and created under the Capital Investment Plan Act 1993 S.O. 1993, c 23.
- (i) The **Premises** are comprised of a portion of the building on the LANDS. The Premises are comprised of an area outlined in solid red on Schedule "B"
- (j) **PROPERTY MANAGER** means the DIRECTOR, or, where the CITY has hired an employee, consultant or contractor for the purposes of management of the LANDS, that person.
- (l) **RENT** means any and all sums due and payable by the OCWA pursuant to this LEASE. RENT includes the following amounts:
 - (1) the GROSS RENT;
 - (2) all other costs, expenses and charges (including interest on overdue payments) incurred in and about the PREMISES required to be paid by OCWA pursuant to any provision of this LEASE.
- (m) The **RENT COMMENCEMENT DATE** is _January 1, 2010.
- (p) The **TERM** means the entire __3__-year period during which this LEASE is operational, as set out in Article 2.00. In the event that a renewal is engaged pursuant to Section 2.04, the definition of TERM shall be deemed to be amended by adding the number of years of the renewal period.

1.02 **Legislation, By-laws:** Each reference to Provincial legislation in this LEASE, unless otherwise specified, is a reference to the Revised Statutes of Ontario, 1990 edition, and, in every case, includes all applicable amendments to the legislation, including successor legislation. Each reference to a By-law in this LEASE, unless otherwise specified, is a reference to a By-law of the CITY, and, in every case, includes all applicable amendments to the By-law, including successor by-laws.

1.03 **Construing this LEASE:** (a) The captions, article and section names and numbers appearing in this LEASE are for convenience of reference only and have no effect on its interpretation. (b) All provisions of this LEASE creating obligations on either party will be construed as covenants. (c) This LEASE is to be read with all changes of gender or number required by the context. (d) The words "include", "includes" and "including" are not to be read as limiting the words or phrases which precede them.

1.04 **Reasonableness:** Wherever any consent, agreement or approval of the

CITY or the OCWA is required under the terms of this LEASE, then unless otherwise specifically mentioned, the party acting will do so reasonably.

ARTICLE 2.00: DEMISE, TERM AND RENTAL

2.01 Demise: The CITY grants to the OCWA a leasehold interest in the LANDS to have and to hold for a TERM of three (3) years, to be computed from the 1st day of January 2010, concluding on the 31st day of December 2012, subject to renewal and termination as provided in this LEASE.

2.02 Renewals: This LEASE contains one right of renewal for one further term of three (3) years. Renewals after expiration of the second TERM will be the subject of negotiation between the CITY and the OCWA at that time.

✓ 2012. As of Dec 31/15 now over hold

2.03 GROSS RENT: During the first three (3) years of the TERM of this LEASE, the GROSS RENT will be as set out in Section 1.01 If OCWA exercises its right of renewal pursuant to Section 2.04 the base rent shall be negotiated.

2.04 Payment of RENT: The RENT is payable as follows:

- (a) the GROSS Rent calculated at a monthly amount, shall be paid on the RENT COMMENCEMENT DATE, and thereafter shall be payable on the first day of each month during the TERM;
- (b) all other costs, expenses and charges (including interest on overdue payments) incurred in and about the PREMISES required to be paid by the OCWA pursuant to any provision of this LEASE, shall be paid upon the OCWA's receipt of invoice or demand therefor.

2.05 Parking: OCWA acknowledges that the parking lot must service both the City and OCWA's use of the LANDS. OCWA agrees that it will Ensure no more that seven parking spots are used at any time Unless prior permission is granted by the CITY.

ARTICLE 3.00: COVENANTS, WARRANTIES & ACKNOWLEDGEMENTS

3.01 Covenant to pay RENT: The OCWA agrees to pay the RENT at the times and in the manner prescribed in this LEASE, without any abatement or deduction.

3.02 Interest on overdue RENT: Without waiving any right of action of the CITY in the EVENT OF DEFAULT of any payments pursuant to this LEASE, in the event that the OCWA is delinquent in payment of any RENT for thirty (30) days or more, the OCWA agrees to pay interest on the arrears of RENT at the rate of one point two eight five (1.285%) per cent per month, compounded, (which equates to a rate of sixteen point five six (16.56%) per cent per annum), retroactive from the date the amount was due and payable, until it is actually paid.

3.03 Access: The OCWA agrees to provide the CITY with full and free access (for inspection purposes, during normal business hours, and in the presence of the OCWA), to any and every part of the PREMISES. It is understood and agreed, however, that in cases of emergency, the CITY shall at all times and for all purposes have full and free access to the PREMISES.

3.04 Quiet Enjoyment: Subject to the provisions of this LEASE, the CITY agrees that the OCWA shall have quiet possession of the PREMISES.

3.05 Maintenance/Refuse Handling: The OCWA agrees to regularly maintain the buildings, structures, landscaped and paved areas on the LANDS in good condition, and to keep the PREMISES free of debris and neat and tidy at all times. The OCWA acknowledges and agrees that no outdoor storage or stockpiling of goods or refuse is

permitted on the LANDS. The OCWA agrees to provide complete and proper arrangements for the adequate sanitary handling and disposal of all trash, garbage and other refuse on or in connection with the BUSINESS, all to the satisfaction of the PROPERTY MANAGER.

3.06 No Damage: The OCWA agrees that it shall not do (or allow to be done) any thing which may damage the PREMISES beyond the damage occasioned by reasonable use. The OCWA further agrees that it shall, at its cost and expense, repair all portions of the PREMISES which may at any time be damaged by the OCWA or its invitees (ordinary wear and tear only excepted). In the event of the failure on the part of the OCWA to repair pursuant to this section, the OCWA agrees to indemnify and save harmless the CITY from all damages, costs and expenses suffered or incurred by the CITY, the public, or any other third parties by reason of the damage to the PREMISES, to the extent that the OCWA is liable for the same in law. The OCWA agrees to make payment forthwith upon receipt of appropriate accounts for these damages.

3.07 Laws & Rules: The OCWA agrees to abide by all applicable Federal, Provincial, and/or Municipal or local Statutes, Regulations, and By-laws.

3.08 Fire Prevention: The OCWA agrees to take all precautions to prevent fire from occurring in or about the PREMISES. The OCWA further agrees to observe and comply with all instructions given from time to time by the PROPERTY MANAGER with respect to prevention and extinguishing of fires.

3.09 Signs: The OCWA agrees that it shall not construct, erect, place or install (outdoors) on or at the PREMISES, any poster, advertising sign or display, electrical or otherwise, without first obtaining the consent, in writing, of the DIRECTOR.

3.10 Liability Insurance: The OCWA agrees to place and at all times maintain public liability and property damage insurance against claims for personal injury, death or damage to property arising out of any of the operations of the OCWA under this LEASE, or of any of the acts or omissions of the OCWA. This insurance shall be with a company or companies acceptable to the CITY and all policies for this insurance shall be in an amount and in a form satisfactory to the CITY. The CITY shall be named as co-insured on any such policy. Every policy shall contain a provision that thirty (30) days' written notice of cancellation shall be given to the CITY.

3.11 Insurance: The OCWA acknowledges that the CITY shall not provide it with fire insurance. It is the OCWA's obligation to insure its contents against fire (or other perils) at its sole expense.

3.12 Insurance Documents: The OCWA agrees, upon request, to provide to the CITY any one or more of the following documents:

- (a) the policy or policies, described in Sections 3.10 and 3.11,
- (b) a Certificate of Insurance, or
- (c) an affidavit from its insurance company confirming that proper insurance coverage is in place; and
- (d) any renewals of the above-listed documents.

3.13 Coverage to be maintained: The OCWA agrees that it shall not do anything (nor omit to do anything, nor allow anything to be done or omitted to be done) on the PREMISES which will in any way impair or invalidate the policies provided pursuant to Sections 3.10 and 3.11.

3.14 Objectionable Materials: The OCWA agrees that it will not, upon or about the PREMISES, bring, keep, sell, store, offer for sale, give away or otherwise use, handle or dispose of any merchandise, goods, materials, effects or things which may by the PROPERTY MANAGER for any reason be deemed objectionable.

3.15 Use. The OCWA agrees that the PREMISES shall be used solely for the BUSINESS. ~~For greater clarity, and without limitation, the OCWA acknowledges that this LEASE does not provide authority for it to operate~~

3.16 No Claims: The OCWA shall not have any claim or demand against the CITY for damages of any nature, however caused to the PREMISES, or to any person or property, on or about the LANDS or PREMISES, unless the damage is due to the negligence or wrongful actions of the CITY (or any of its officials, employees, servants or agents while acting within the scope of his or her duties or employment).

3.17 Indemnification: The OCWA agrees that it shall at all times indemnify and save harmless the CITY from and against all claims and demands, by whomsoever made, which are occasioned by or attributable to the existence of this LEASE or any action taken or things done or maintained because of this LEASE, or the exercise of rights arising pursuant to this LEASE (excepting claims for damage resulting from the negligence of any officer, servant or agent of the CITY while acting within the scope of his or her duties or employment).

ARTICLE 4.00: IMPROVEMENTS

4.01 Condition of Lands: The OCWA accepts the PREMISES in an “as is” condition without any obligation on the part of the CITY to make the PREMISES suitable for the BUSINESS except as otherwise noted in this LEASE.

4.02 Alterations: The OCWA agrees that it will not construct or make alterations to the PREMISES, until plans showing the design and nature of the proposed building and/or alterations to the PREMISES have been approved by the DIRECTOR. It is understood and agreed that any approved alterations to the PREMISES must be completed and then maintained by the OCWA to the satisfaction of the PROPERTY MANAGER. The CITY and the OCWA agree to execute an agreement addressing the timing and maintenance of the OCWA’s improvements to the LANDS. The OCWA acknowledges that its development on the LANDS may be subject to site plan control.

ARTICLE 5.00: TERMINATION

5.01 Termination Without Cause: The CITY has the right to terminate this LEASE upon six months notice in writing to the OCWA.

5.02 Surrender: At the expiration or sooner determination of the TERM of this LEASE, the OCWA shall peaceably surrender and yield to the CITY, the PREMISES in a well-maintained, fully operating condition with all related facilities, buildings, structures and improvements (excepting those removed pursuant to Section 5.03) in a good state of repair (reasonable wear and tear excepted). At the expiration of the LEASE, the CITY will have and enjoy absolute title to all of the PREMISES without compensation to the OCWA, and free of any claim or encumbrance. In the event that this LEASE is terminated due to an EVENT OF DEFAULT, no goods, materials or chattels of any sort may be removed by the OCWA without the CITY’s express consent.

5.03 Removal of Improvements: Notwithstanding Section 5.02, and provided the OCWA is not in default of its obligations pursuant to this LEASE, at the expiration of the TERM or any renewal period, or upon earlier determination of the TERM, the CITY shall have the first right of refusal to purchase some or all of the OCWA’s leasehold improvements at its then market value. In the event that the OCWA and the CITY cannot agree on terms of purchase, the OCWA shall remove, at its sole cost, all improvements on the PREMISES which the City does not require. The OCWA agrees to restore the LANDS or PREMISES upon which the removed improvements were located, to a state of repair satisfactory to the CITY within six (6) months of the date of the termination of the TERM.

5.04 Default: Upon the occurrence of an EVENT OF DEFAULT, the current months’ RENT together with the RENT for the three months next ensuing shall immediately become due and payable. In addition, at the option of the CITY, the TERM

shall become forfeited and void, and the CITY may, without notice or any form of legal process whatsoever, forthwith re-enter upon the LANDS and/or PREMISES and repossess and enjoy the same as of its former estate, anything contained in any statute or law to the contrary notwithstanding, and the provisions of Section 5.02 shall apply.

5.05 CITY's Performance: Nothing in this LEASE prevents the CITY, in the circumstances of an EVENT OF DEFAULT, from entering upon the PREMISES and performing the OCWA's obligations. This work shall be completed at the sole cost and expense of the OCWA, and in addition, the CITY may levy any charge as may then be applicable, in accordance with the policies of the CITY for administration and overhead. It is expressly understood and agreed that the CITY is not under any obligation to perform any of the OCWA's covenants.

5.06 Other Remedies: Forfeiture of this LEASE by the OCWA shall be wholly without prejudice to the right of the CITY to recover arrears of RENT or damages for any antecedent breach of covenant on the part of the OCWA. Notwithstanding any forfeiture, the CITY may subsequently recover from the OCWA damages for loss of RENT suffered by reason of the LEASE having been determined prior to the end of the TERM as set out in this LEASE. This clause and the right under it shall survive the termination of this LEASE whether by act of the parties or by operation of law.

ARTICLE 6.00: MISCELLANEOUS

6.01 Notice: Any notice to be given under this LEASE shall be sufficiently given if delivered by hand, or facsimile, or if sent by prepaid first class mail and addressed to the OCWA at:

Ontario Clean Water Agency
123 East St. South
Bobcaygeon, Ontario
K0M 1A0

or to the CITY at:

The Corporation of the City of Kawartha Lakes
Attention: Clerk
26 Francis Street South
P.O. Box 9000
Lindsay, Ontario
K9V 5R8
Facsimile: 705-324-8110

Receipt of notice shall be deemed on:

- (a) the date of actual delivery of a hand delivered document; or
 - (b) the business day next following the date of facsimile transmission; or
 - (c) five (5) days following the date of mailing of the notice;
- whichever is applicable. Notwithstanding Section 6.07, either party may change its address for notice by giving notice of change of address pursuant to this Section.

6.02 Force Majeure/Time: Notwithstanding anything in this LEASE, neither party shall be in default with respect to the performance of any of the terms of this LEASE 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). Otherwise, time shall be of the essence of this LEASE and all the obligations contained herein.

6.03 Successors: The rights and liabilities of the parties shall enure to the benefit of and be binding upon the parties and their respective successors and approved assignees. Neither party shall assign this LEASE without the written consent of the other party.

6.04 Entire Agreement: This LEASE constitutes the entire agreement between the parties and it is agreed that there is no covenant, promise, agreement, condition precedent or subsequent, warranty or representation or understanding, whether oral or written, other than as set forth in this LEASE and this LEASE fully replaces and supersedes any letter, letter of intent, or other contractual arrangement between the parties related to the PREMISES in existence at the time of execution and delivery of this LEASE.

6.05 Partial Invalidity: If any article, section, subsection, paragraph, clause or subclause or any of the words contained in this LEASE shall be held wholly or partially illegal, invalid or unenforceable by any court of competent jurisdiction, the CITY and the OCWA agree that the remainder of this LEASE shall not be affected by the judicial holding, but shall remain in full force and effect. The provisions of this LEASE shall have effect, notwithstanding any statute to the contrary.

6.06 Relationship of Parties: Nothing in this LEASE shall create any relationship between the parties other than that of landlord and OCWA. It is specifically agreed that neither party is a partner, joint venturer, agent or trustee of the other.

6.07 Amendments: No supplement, amendment or waiver of or under this LEASE (apart from amendments to notice provisions of Section 6.01) shall be binding unless executed in writing by the party to be bound. No waiver by a party of any provision of this LEASE shall be deemed to be a waiver of any other provision unless otherwise expressly provided.


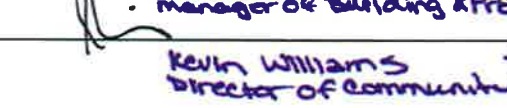


6.08 Governing Law: This agreement shall be construed in accordance with and governed by the laws of the Province of Ontario.

6.09 Freedom of Information: The OCWA acknowledges that this LEASE may be subject to the provisions of the Freedom of Information and Protection of Privacy Act and the Municipal Freedom of Information and Protection of Privacy Act.

6.10 Independent Legal Advice: The OCWA acknowledges that it has either received or waived the benefit of its own legal advice with respect to the execution of this LEASE.

TO WITNESS, the undersigned affixed their corporate seals attested by the hands of our properly authorized officers. By so executing this document, the officers warrant and certify that the corporations for which they are signing are in good standing and duly incorporated and organized under the laws of the jurisdiction in which they are incorporated, and that the officers are authorized and empowered to bind the corporation(s) to the terms of this LEASE by their signatures.

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

	
Jim Irwin	Mayor
Manager of Building & Property	
	
Kevin Williams	Clerk
Director of Community Services	
	OCWA
	
Rick Atkinson	Name
Vice President, Operations	Title
	
Brenda Baker	Name
VP. Finance & Corporate Services	Title

I/We have authority to bind the Corporation

Schedules:

“A” LANDS (legal description)

Plan 70

Part Block C

Designated as Part 1 on reference Plan 57R-1441

Formerly in the Village of Bobcaygeon, County of Victoria, now in the City of Kawartha
Lakes

LEASE AGREEMENT

Dated this 1st day of February, 2018

BETWEEN:

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

as Landlord
(the "CITY")

- and -

ONTARIO CLEAN WATER AGENCY

as Tenant
("OCWA")

RECITALS:

- a) The CITY is the owner of certain land and buildings described in Schedule "A" to this LEASE. This parcel of land and building is known as the "Bobcaygeon Service Centre."
- b) OCWA wishes to lease a portion of the "Bobcaygeon Service Centre" for its district administrative office.

THIS LEASE IS ENTERED in consideration of the rents, covenants and agreements reserved and contained on the part of OCWA, to be respectively paid, observed and performed, and for other consideration, the receipt and sufficiency of which are acknowledged, the CITY demises and leases the PREMISES to OCWA shown on the sketch attached as Schedule "B".

ARTICLE 1.00: INTERPRETATION

1.01 **Definitions:** Wherever a terms set out below appears in the text of this LEASE in capital letters, the term shall have the meaning set out for it in this Section 1.01. Wherever a term below appears in the text of this LEASE in regular case, it shall be deemed to have the meaning ordinarily attributed to it in the English language.

- a) **GROSS RENT** means, the rent for a one year TERM, being the sum of \$33,711.96, payable in monthly installments of \$2,809.33.
- b) **BUSINESS** means OCWA's business of an administrative office for water and waste water management.
- c) **CITY** means the Corporation of the City of Kawartha Lakes, a municipal corporation duly incorporated pursuant to the laws of the Province of Ontario. Where the context permits, the term also includes the CITY's servants, employees, agents and delegated officials.
- d) **DIRECTOR** means the Director of the Department of Corporate Services of the CITY.
- e) **EVENT OF DEFAULT** means any one or more of the circumstances set out in the following numbered paragraphs.
 - i. OCWA breaches its covenant to pay RENT. The default occurs whether the CITY has demanded payment or not, if the RENT remains unpaid for a period of thirty (30) days after it is due.
 - ii. OCWA breaches any of its other covenants in this LEASE. The default occurs if the breach continues for a period of thirty (30) days (or such longer period as may be reasonably necessary to cure the breach)

after notice by the CITY to the LEASE specifying the nature of the breach and requiring it to be remedied.

- iii. In circumstances where the breach set out in the notice given to OCWA by the CITY pursuant to paragraph (2) above reasonably requires more time to cure than the time period referred to in the notice, but OCWA has not commenced remedying the breach; or, in the opinion of the CITY, has failed to diligently remedy it within a reasonable time.
 - iv. The PREMISES are vacated by OCWA or become vacant or remain unoccupied by OCWA for a period of thirty (30) consecutive days.
 - f) The **LANDS** are comprised of the lands described in Schedule "A" to this LEASE.
 - g) **LEASE** means this lease agreement, including its recitals and schedules, which form integral parts of it, as amended from time to time in accordance with Section 6.07.
 - h) **OCWA** means the Ontario Clean Water Agency, a corporation established and created under the Capital Investment Plan Act 1993 S.O., 1993, c23.
 - i) The **PREMISES** are comprised of a portion of the building on the LANDS. The PREMISES will be comprised of an area outlined in solid pink on Schedule "B".
 - j) **PROPERTY MANAGER** means the CITY, or, where the CITY has hired an employee, consultant or contractor for the purposes of management of the LANDS, that person.
 - k) **RENT** means any and all sums due and payable by OCWA pursuant to this LEASE. RENT includes the following amounts:
 - i. The GROSS RENT;
 - ii. All other costs, expenses and charges (including interest on overdue payments) incurred in and about the PREMISES required to be paid by OCWA pursuant to any provision of this LEASE.
 - l) The **RENT COMMENCEMENT DATE** is January 1, 2018.
 - m) The **TERM** means the entire one (1) year period during which this LEASE is operational, as set out in Article 2.00. In the event that a renewal is engaged pursuant to Section 2.02, the definition of TERM shall be deemed to be amended by adding the number of years of the renewal period.
- 1.02 **Legislation & By-laws:** Each reference to Provincial legislation in this LEASE, unless otherwise specified, is a reference to the Revised Statutes of Ontario, 1990 edition, and, in every case, includes all applicable amendments to the legislation, including successor legislation. Each reference to a By-law in this LEASE, unless otherwise specified, is a reference to a By-law of the CITY, and, in every case, includes all application amendments to the By-law, including successor By-laws.
- 1.03 **Construing this LEASE:**
- a) The captions, article and section names and numbers appearing in this LEASE are for convenience of reference only and have no effect on its interpretation.
 - b) All provisions of this LEASE creating obligations on either party will be construed as covenants.

- c) This LEASE is to be read with all changes of gender or number required by the context.
 - d) The words 'include' or 'including' shall not be construed as limiting the words or phrases preceding them.
- 1.04 **Reasonableness:** Wherever any consent, agreement or approval of the CITY or OCWA is required under the terms of this LEASE, then unless otherwise specifically mentioned, the party acting will do so reasonably.

ARTICLE 2.00: DEMISE, TERM, AND RENTAL

- 2.01 **Demise:** The CITY grants to the LEASE a leasehold interest in the LANDS to have and to hold for a TERM of one (1) year, to be computed from the 1st day of January, 2018, concluding on the 31st day of December, 2018.
- 2.02 **Gross Rent:** During the one (1) year TERM of this LEASE, the GROSS RENT will be paid as set out in Section 2.03.
- 2.03 **Payment of RENT:** The RENT is payable as follows:
- a) The GROSS RENT shall be calculated at a monthly amount, shall be paid on the RENT COMMENCEMENT DATE, and thereafter shall be payable on the first day of each month during the TERM;
 - b) All other costs, expenses and charged (including interest on overdue payments) incurred in and about the PREMISES required to be paid by OCWA pursuant to any provision of this LEASE, shall be paid upon OCWA's receipt of invoice or demand thereof.
- 2.04 **Parking:** OCWA acknowledges that the parking lot must service both the CITY's and OCWA's use of the LANDS. OCWA agrees that no more than seven (7) parking spaces are used at a time, unless prior permission is granted by the CITY.

ARTICLE 3.00: COVENANTS, WARRANTIES & ACKNOWLEDGEMENTS

- 3.01 **Covenant to Pay RENT:** OCWA agrees to pay the RENT at the times and in the manner prescribed in this LEASE, without any abatement or deduction.
- 3.02 **Interest on Overdue RENT:** Without waiving any right of action of the CITY in the EVENT OF DEFAULT of any payments pursuant to this LEASE, in the event that OCWA is delinquent in payment of any RENT for thirty (30) days or more, OCWA agrees to pay interest on the arrears of RENT at the rate of one point two eight five (1.285%) per cent per month, compounded, (which equates to a rate of sixteen point five six (16.56%) per cent per annum), retroactive from the date the amount was due and payable, until it is actually paid.
- 3.03 **Access:** OCWA agrees to provide the CITY with full and free access (for inspection purposes, during normal business hours, and in the presence of OCWA, to any and every part of the PREMISES. It is understood and agreed, however, that in cases of emergency, the CITY shall at all times and for all purposes have full and free access to the PREMISES.
- 3.04 **Quiet Enjoyment:** Subject to the provisions of this LEASE, the CITY agrees that OCWA shall have quiet possession of the PREMISES.
- 3.05 **Maintenance/Refuse Handling:** OCWA agrees to regularly maintain the PREMISES in good condition, and to keep the PREMISES free of debris and neat and tidy at all times. OCWA acknowledges and agrees that no outdoor storage or stockpiling of goods or refuse is permitted on the LANDS. The LEASE agrees to provide complete and proper arrangements for the adequate sanitary handling and disposal of all trash, garbage and other refuse on or in connection with the BUSINESS, all to the satisfaction of the PROPERTY MANAGER.

- 3.06 **No Damage:** OCWA agrees that it shall not do (or allow to be done) anything which may damage the PREMISES beyond the damage occasioned by reasonable use. OCWA further agrees that it shall, at its cost and expense, repair all portions of the LANDS or PREMISES which may at any time be damaged by OCWA or its invitees (ordinary wear and tear only excepted). In the event of the failure on the part of the LEASE to repair pursuant to this section, OCWA agrees to indemnify and save harmless the CITY from all damages, costs and expenses suffered or incurred by the CITY, the public, or any other third parties by reason of the damage to the LANDS or PREMISES, to the extent that OCWA is liable for the same in law. The LEASE agrees to make payment forthwith upon receipt of appropriate accounts for these damages.
- 3.07 **Laws & Rules:** OCWA agrees to abide by all applicable Federal, Provincial, and/or Municipal or local Statutes, Regulations, and By-laws.
- 3.08 **Fire Prevention:** OCWA agrees to take all precautions to prevent fire from occurring in or about the PREMISES. OCWA further agrees to observe and comply with all instructions given from time to time by the PROPERTY MANAGER with respect to prevention and extinguishing of fires.
- 3.09 **Signs:** OCWA agrees that it shall not construct, erect, place, or install (outdoors) on or at the LANDS or PREMISES, any poster, advertising sign or display, electrical or otherwise, without first obtaining the consent, in writing, of the DIRECTOR.
- 3.10 **Liability Insurance:** OCWA agrees to place and at all times maintain public liability and property damage insurance against claims for personal injury, death or damage to property arising out of any of the operations of OCWA under this LEASE, or of any of the acts or omissions of OCWA. This insurance shall be with a company or companies acceptable to the CITY and all policies for this insurance shall be in an amount and in a form satisfactory to the CITY. The CITY shall be named as co-insured on any such policy. Every policy shall contain a provision that thirty (30) days' written notice of cancellation shall be given to the CITY.
- 3.11 **Insurance:** OCWA acknowledges that the CITY shall not provide it with fire insurance. It is OCWA's obligation to insure its contents against fire (or other perils) at its sole expense.
- 3.12 **Insurance Documents:** The LEASE agrees, upon request, to provide to the CITY any one or more of the following documents:
- a) The policy or policies, described in Sections 3.12 and 3.13;
 - b) A Certificate of Insurance;
 - c) An affidavit from its insurance company confirming that proper insurance coverage is in place; and
 - d) Any renewals of the above-listed documents.
- 3.13 **Coverage to be Maintained:** OCWA agrees that it shall not do anything (nor omit to do anything, nor allow anything to be done or omitted to be done) on the PREMISES which will in any way impair or invalidate the policies provided pursuant to Sections 3.12 and 3.13.
- 3.14 **Objectionable Materials:** OCWA agrees that it will not, upon or about the PREMISES, bring, keep, sell, store, offer for sale, give away or otherwise use, handle or dispose of any merchandise, goods, materials, effects or things which may by the PROPERTY MANAGER for any reason be deemed objectionable.
- 3.15 **No Claims:** OCWA shall not have any claim or demand against the CITY for damages of any nature, however caused to the PREMISES, or any person or property, on or about the PREMISES, unless the damage is due to the gross

negligence of the CITY (or any of its officials, employees, servants or agents while acting within the scope of his or her duties or employment).

- 3.19 **Indemnification:** OCWA agrees that it shall at all times indemnify and save harmless the CITY from and against all claims and demands, by whomsoever made, which are occasioned by or attributable to the existence of this LEASE or any action taken or things done or maintained because of this LEASE, or the exercise of rights arising pursuant to this LEASE (excepting claims for damage resulting from the gross negligence of any officer, servant or agent of the CITY while acting within the scope of his or her duties or employment).

ARTICLE 4.00: IMPROVEMENTS

- 4.01 **Condition of the PREMISES:** OCWA accepts the PREMISES in an "as is" condition without any obligation on the part of the CITY to make the PREMISES suitable for the BUSINESS except as otherwise noted in this LEASE.
- 4.02 **Alterations:** OCWA agrees that it will not make alterations to the PREMISES, until plans showing the design and nature of the proposed alterations to the PREMISES have been approved by the DIRECTOR. It is understood and agreed that any approved alterations to the PREMISES must be completed and then maintained by OCWA to the satisfaction of the DIRECTOR and/or the PROPERTY MANAGER. The City and OCWA agree to execute an agreement addressing the timing and maintenance of OCWA's improvements to the LANDS. OCWA acknowledges that its development on the LANDS may be subject to site plan control.

ARTICLE 5.00: TERMINATION

- 5.01 **Termination without Cause:** The CITY has the right to terminate this LEASE upon six (6) months' notice in writing to the LEASE.
- 5.02 **Surrender:** At the expiration or sooner determination of the TERM of this LEASE, OCWA shall peaceably surrender and yield to the CITY, the PREMISES in a well-maintained, fully operating condition with all related facilities, buildings, structures and improvements (excepting those removed pursuant to Section 5.03) in a good state of repair (reasonable wear and tear excepted). At the expiration of this LEASE, the CITY will have and enjoy absolute title to all of the PREMISES without compensation to OCWA, and free of any claim or encumbrance. In the event that this LEASE is terminated due to an EVENT OF DEFAULT, no goods, materials or chattels of any sort may be removed by OCWA without the CITY's express consent.
- 5.03 **Removal of Improvements:** Notwithstanding Section 5.02, and provided OCWA is not in default of its obligations pursuant to this LEASE, at the expiration of the TERM or any renewal period, or upon earlier determination of the TERM, the City shall have the first right of refusal to purchase some or all of OCWA's leasehold improvements at its then market value. In the event that OCWA and the City cannot agree on terms of purchase, OCWA shall remove, at its sole cost, all improvements on the PREMISES which the CITY does not require. OCWA agrees to restore the LANDS or PREMISES upon which the removed improvements were located, to a state of repair satisfactory to the CITY within six (6) months of the date of the termination of the TERM.
- 5.04 **Default:** Upon the occurrence of an EVENT OF DEFAULT, the current month's RENT, together with the RENT for the three months next ensuing shall immediately become due and payable. In addition, at the option of the CITY, the TERM shall become forfeited and void, and the CITY may, without notice or any form of legal process whatsoever, forthwith re-enter upon the LANDS and/or PREMISES and repossess and enjoy the same as of its former estate, anything contained in any statute or law to the contrary notwithstanding, and the provisions of Section 5.02 shall apply.
- 5.05 **CITY's Performance:** Nothing in this LEASE prevents the CITY, in the circumstances of an EVENT OF DEFAULT, from entering upon the PREMISES and performing OCWA's obligations. This work shall be completed at the sole

cost and expense of OCWA and in addition, the CITY may levy any charge as may then be applicable, in accordance with the policies of the CITY for administration and overhead. It is expressly understood and agreed that the CITY is not under any obligation to perform any of OCWA's covenants.

- 5.06 **Other Remedies:** Forfeiture of this LEASE by OCWA shall be wholly without prejudice to the right of the CITY to recover arrears of RENT or damages for any antecedent breach of covenant on the part of OCWA. Notwithstanding any forfeiture, the CITY may subsequently recover from OCWA damages for loss of RENT suffered by reason of OCWA having been determined prior to the end of the TERM as set out in this LEASE. This clause and the right under it shall survive the termination of this LEASE whether by act of the parties or by operation of law.

ARTICLE 6.00: MISCELLANEOUS

- 6.01 **Notice:** Any notice to be given under this LEASE shall be sufficiently given if delivered by hand, or facsimile, or if sent by prepaid first class mail and addressed to OCWA at:

Ontario Clean Water Agency
123 East St. South
Bobcaygeon, Ontario
K0M 1A0

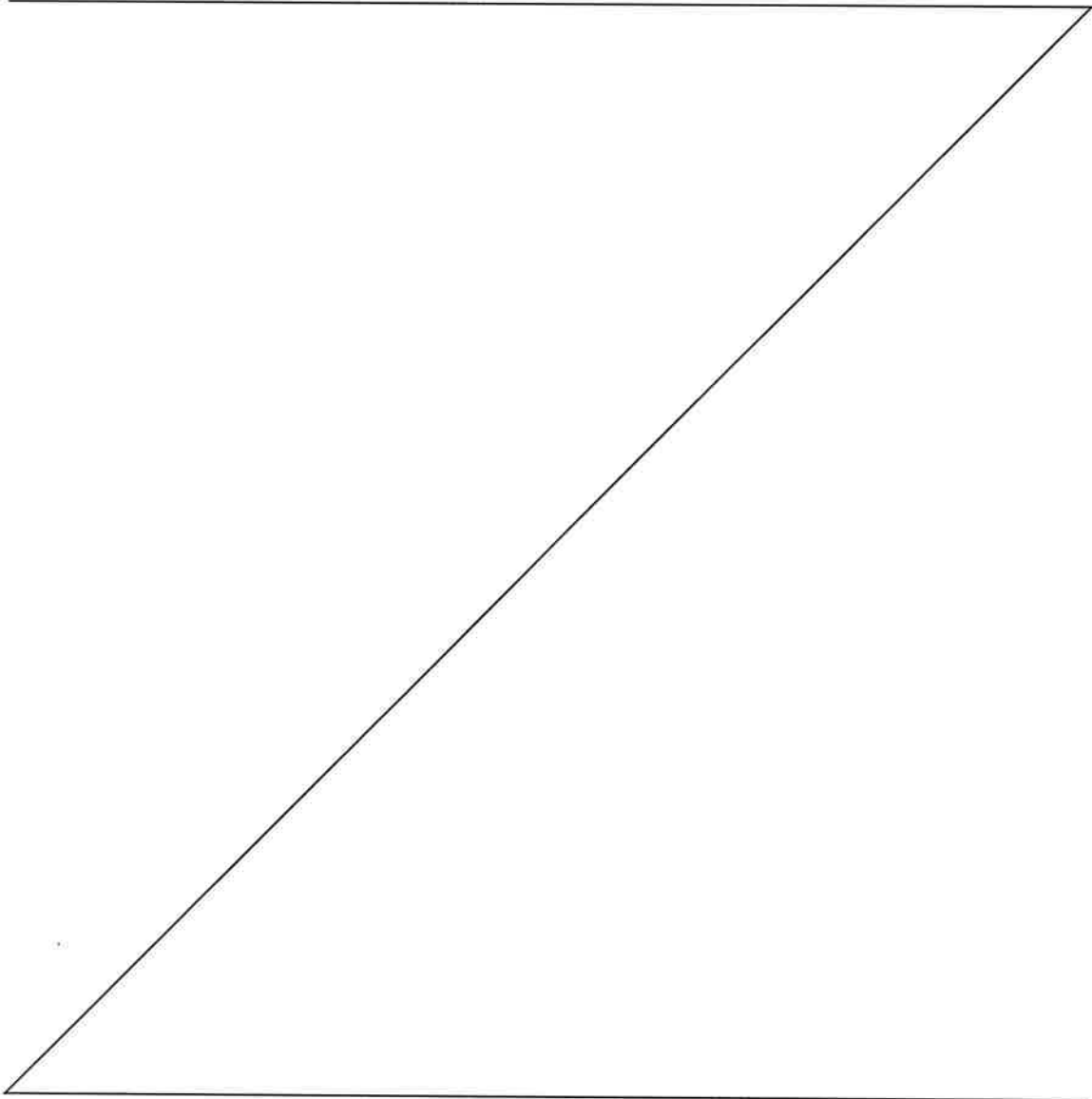
or to the CITY at:

The Corporation of the City of Kawartha Lakes
Attention: Clerk
26 Francis Street South
P.O. Box 9000
Lindsay, ON K9V 5R8
Fax: 705-324-8110

Receipt of notice shall be deemed on:

- a) The date of actual delivery of a hand delivered document; or
 - b) The business day next following the date of facsimile transmission; or
 - c) Five (5) days following the date of mailing of the notice; whichever is applicable. Notwithstanding Section 6.07, either party may change its address for notice by giving notice of change of address pursuant to this Section.
- 6.02 **Force Majeure:** Notwithstanding anything in this LEASE, neither party shall be in default with respect to the performance of any of the terms of this LEASE 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) . Otherwise, time shall be of the essence of this LEASE and all the obligations contained herein.
- 6.03 **Successors:** The rights and liabilities of the parties shall ensure to the benefit of and be binding upon the parties and their respective successors and approved assignees. Neither party shall assign this LEASE without the written consent of the other party.
- 6.04 **Entire Agreement:** This LEASE constitutes the entire agreement between the parties and it is agreed that there is no covenant, promise, agreement, condition precedent or subsequent, warranty or representation or understanding, whether oral or written, other than as set forth in this LEASE and this LEASE fully replaces and supersedes any letter, letter of intent, or other contractual arrangement between the parties related to the PREMISES in existence at the time of execution and delivery of this LEASE.

- 6.05 **Partial Invalidity:** If any article, section, subsection, paragraph, clause or sub-clause or any of the words contained in this LEASE shall be held wholly or partially illegal, invalid or unenforceable by any court of competent jurisdiction, the CITY and OCWA agree that the remainder of this LEASE shall not be affected by the judicial holding, but shall remain in full force and effect. The provisions of this LEASE shall have effect, notwithstanding any statute to the contrary.
- 6.06 **Relationship of Parties:** Nothing in this LEASE shall create any relationship between the parties other than that of landlord and tenant. It is specifically agreed that neither party is a partner, joint venture, agent or trustee of the other.
- 6.07 **Amendments:** No supplement, amendment or waiver of or under this LEASE (apart from amendments to notice provisions of Section 6.01) shall be binding unless executed in writing by the party to be bound. No waiver by a party of any provision of this LEASE shall be deemed to be a waiver of any other provision unless otherwise expressly provided.
- 6.08 **Governing Law:** This agreement shall be construed in accordance with and governed by the laws of the Province of Ontario.
- 6.09 **Freedom of Information:** OCWA acknowledges that this LEASE is a public document.



6.10 **Independent Legal Advice:** OCWA acknowledges that it has either received or waived the benefit of its own legal advice with respect to the execution of this LEASE.

6.11 **Copies:** Copies of this LEASE will be treated as originals.

By so executing this LEASE, the officers warrant and certify that the corporations for which they are signing are in good standing and duly incorporated and organized under the laws of the jurisdiction in which they are incorporated, and that the officers are authorized and empowered to bind the corporations to the terms of this LEASE by their signatures.

**THE CORPORATION OF THE CITY OF
KAWARTHA LAKES**

PER: _____
Name: ANDY LETHAM
Title: MAYOR

PER: _____
Name: CATHIE RITCHIE
Title: CITY CLERK

We have authority to bind the Corporation

ONTARIO CLEAN WATER AGENCY

PER: _____
Name: RICHARD JUNKIN
Title: VICE PRESIDENT OF OPERATIONS

I have authority to bind the Corporation

PER: _____
Name: PREM ROOPLAL
Title: VICE PRESIDENT OF FINANCE AND
CORPORATE SERVICES

I have authority to bind the Corporation

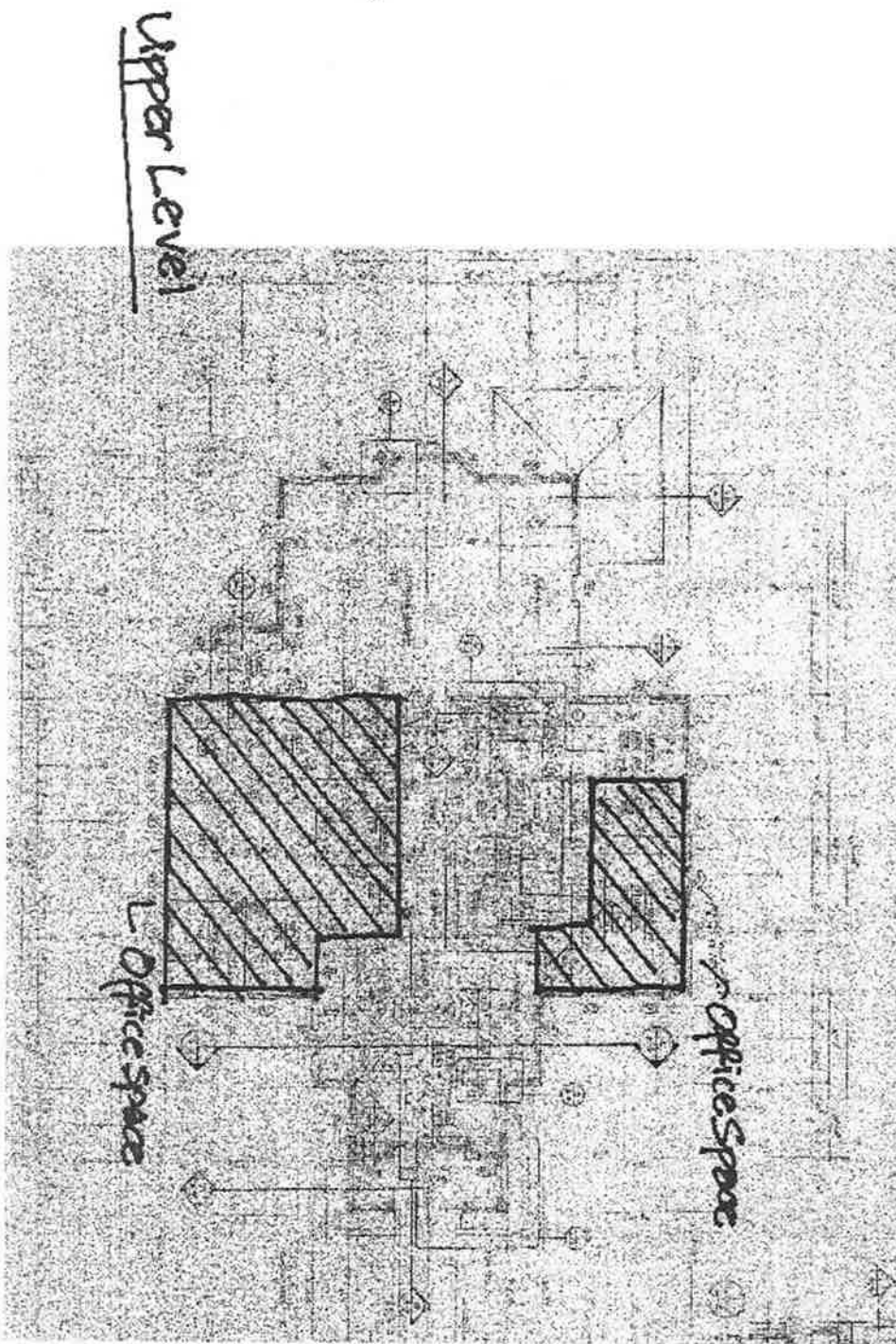
Jan 17/2018

Schedule “A”

DESCRIPTION OF LANDS

Part of Block C, Plan 70, designated as Part 1, 57R-1441, formerly in the Village of Bobcaygeon, County of Victoria, now in the City of Kawartha Lakes.

Schedule "B"



The Corporation of the City of Kawartha Lakes

Council Report

Report Number RS2018-002

Date: January 30, 2018

Time: 2:00 p.m.

Place: Council Chambers

Ward Community Identifier: 16

Subject: Acquisition of Land for Road Purposes – Glamorgan Road at Farmers Road

Author Name and Title: Laura Carnochan, Law Clerk – Realty Services

Recommendation(s):

That Report RS2018-002, **Acquisition of Land for Road Purposes – Glamorgan Road at Farmers Road**, be received; and

That the acquisition of Part of Part Lot 25, Concession 3, in the Geographic Township of Manvers, City of Kawartha Lakes, being Part of PIN: 63269-0541 (LT) for road purposes be approved; and

That staff be directed to commence the process of obtaining ownership of the required land, for nominal consideration and all related costs, at the City's expense; and

That all costs associated with the transfer (estimated at \$5,000.00) be drawn from the Property Development Reserve; and

That all costs associated with necessary road work (estimated at \$5,000.00) be drawn from the 2018 operating budget; and

That the Mayor and Clerk be authorized to execute any documents and agreements required by the approval of this decision; and

That the necessary By-law be forwarded to Council for adoption.

Department Head:_____

Financial/Legal/HR/Other:_____

Chief Administrative Officer:_____

Background:

In December 2016, Timothy Vanular, solicitor for the owners of the property municipally known as 307 Farmers Road, Pontypool, contacted the City of Kawartha Lakes and advised that a travelled road providing access from Glamorgan Road to Farmers Road appeared to cut across the southeast portion of his clients' property.

The matter was referred to Engineering and a review of the by-pass road was conducted. A copy of the Memo Report by Joseph Kelly – Senior Engineering Technician is attached as Appendix A.

As set out in the Memo Report, solutions that are satisfactory to the landowners include the conveyance of required lands to the City or the closure of the by-pass road.

Joseph Kelly's initial Memo Report indicated that if the land were to be conveyed, it would be necessary to widen a portion of Glamorgan Road, as well as install an all-way stop, and restrict the curve to southbound traffic only. It was estimated that this cost would be approximately \$15,000.00, plus the costs associated with having the land conveyed to the City (estimated at \$5,000.00).

By e-mail sent August 24, 2017, Joseph Kelly advised that a second site visit of the area had been completed and updated road width measurements were taken. These second measurements were deemed more accurate as they were taken without the ice and snow cover present during the initial site visit. It was concluded that the portion of road was wider than originally measured and, therefore, road widening would not be necessary. The curve would still need to be made one-way and new warning signs, line painting and stop signs would be required.

Accordingly, the estimated costs were updated to approximately \$5,000.00 to cover the costs of signs, installation and painting, plus the costs associated with having the land conveyed to the City (estimated at \$5,000.00).

The second option of closing the by-pass road would require installing an all-way stop at the intersection of Glamorgan Road and Farmer's Road, as well as decommissioning the by-pass curve. The costs associated with signs and decommissioning were estimated at \$20,000.00.

Appendix A is a copy of the Memo Report by Joseph Kelly – Senior Engineering Technician, Appendix B is a general location map, Appendix C is an aerial photo of the subject lands.

The purpose of this report is to advise Council that the Land Management Committee recommends that the City proceed with the conveyance option.

Rationale:

The Land Management Committee has concluded that the most cost effective solution is to proceed with obtaining title to the necessary land.

Engineering staff has recommended that, due to the low volumes, the observed traffic patterns of low percentage of through southbound vehicles on Farmers Road, and the extremely low collision history, the conveyance option is the preferred option at this time.

The property owners are agreeable to conveying the land at no consideration, with the City to be responsible for all costs associated with the transaction.

Other Alternatives Considered:

Council may decide to proceed with the closure option. That option is not recommended as it is estimated that the closure option would result in greater costs to the City than the conveyance option.

Financial/Operation Impacts:

The land will be conveyed to the City for no consideration. The City will be responsible for any and all costs associated with the transaction including, but not limited to, the costs for the survey and legal fees. The costs associated with acquiring the property are estimated at \$5,000.00. These funds will be drawn from the Property Development Reserve.

The conveyance option will also require installation of warning signs, stop signs, and new line painting. This work is estimated at \$5,000.00. These funds will be drawn from the 2018 operating budget.

Relationship of Recommendation(s) To The 2016-2019 Strategic Plan:

The recommendations set out in this Report do not directly support any of the three goals in the Strategic Plan, being:

- Goal 1 – A Vibrant and Growing Economy
- Goal 2 – An Exceptional Quality of Life
- Goal 3 – A Healthy Environment

However, the recommendations set out in this Report do align with the following Strategic Enabler contained in the Plan: Responsible Fiscal Resource Management.

Consultations:

Land Management Committee
Senior Engineering Technician, Technical Services
Supervisor, Technical Services
Director of Public Works

Attachments:

Appendix A – Memo Report by Joseph Kelly



Appendix A - Memo
Report by Joseph Kel

Appendix B – General Location Map



Appendix B - General
Location Map.pdf

Appendix C – Aerial Photo



Appendix C - Aerial
Photo.pdf

Department Head E-Mail: rcarlson@kawarthlakes.ca

Department Head: Robyn Carlson

Department File: L06-17-RS004



Engineering & Corporate
Technical
12 Peel Street, P.O. Box 9000, Lindsay, Ontario, K9V 5R8
Phone: (705) 324-9411 Ext. 1168 Fax: (705) 324-2982
Toll Free: 1-888-822-2225
e-mail: jkelly@city.kawarthalakes.on.ca

MEMO REPORT

TO: Juan Rojas
FROM: Joseph Kelly – Senior Engineering Tech, Technical Services
RE: Farmer's Road and Glamorgan Road Intersection
DATE: January 16, 2017

In response to a correspondence from Paul Ogborne addressed to Director Rojas and Councilor Stauble on December 7, 2016, staff was directed to investigate the T-intersection of Farmer's Road and Glamorgan Road. Mr. Ogborne has safety and liability concerns over a forced "short-cut" curve lane for traffic by-passing the intersection. A key map can be seen in Appendix A.

According to Mr. Ogborne, satisfactory solutions include the conveyance of land to the City, or the closure of the by-pass.

Background and 2011 Roads Needs Data

According to our latest available data (2011 Roads Need Study), Glamorgan Road is a two lane, low volume, rural local road with a hard top surface treatment. At the Farmer's Road intersection, it is estimated to experience an annual average daily traffic of 241 vehicles. It has a reported surface width of 6.5m north of Farmer's Road and 6m south of Farmers Rd. The platform width (road plus shoulder) is listed at 7.5m on both sides of the intersection.

Farmer's Road is a two lane, low volume, rural local road with a hard top surface treatment. At the Glamorgan Road intersection, it is estimated to experience an annual average daily traffic of 200 vehicles. It has a reported surface width of 6.3m and a platform width (road plus shoulder) of 9.2m.

It does not appear that the forced merge lane was inventoried as part of the Roads Needs Study.

Under the Roads Needs Study, Glamorgan Road north of Farmer's Road has a Surface Condition rating of 7 out of 10 and a Structural Adequacy Rating of 15 out of 20. South of Farmer's Road has a Surface Condition Rating of 8 and a Structural Adequacy Rating of 17. There are no identified needs for road improvements in either segment of Glamorgan Road.

Farmer's Road has a Surface Condition rating of 7 out of 10 and a Structural Adequacy Rating of 14 out of 20 which means there is an identified need for road improvement in the 6-10 year range.

Both roads are un-posted for speed. Due to the wording in the Highway Traffic Act (HTA) as it relates to amalgamation, all City of Kawartha Lakes un-posted roads have a limit of 50 km/h. A significant number of rural, un-posted roads, including these roads,

would have had a status of 80 km/h under the HTA prior to amalgamation in 2001. A reasonable driver would assume an un-posted limit of 80 km/h.

Collision History

Available motor vehicle accident reports (from January 30, 2000 to July 31, 2015) show that there were zero collisions occurring at the Farmer's/Glamorgan intersection during the 15 year period. It should be noted that in 2011 the OPP ceased providing actual collision reports and instead send electronic summaries with sometimes incomplete intersection information. Since 2011, records indicate there were two collisions occurring on Glamorgan Road with no intersecting road information.

Sign Inventory

Staff reviewed the sign inventory (with on-site confirmation) and found there is a stop control located on Farmer's Road at the T-intersection approach at Glamorgan Rd (the right angle of the island). There are also stop controls on both legs of the islands (where the legs meet the curved hypotenuse); one on Glamorgan Road north of the T-intersection, and a recently installed stop control on Farmer's Road west of the T-intersection. Both controls grant the right of way to vehicles traveling the curve through Mr. Ogborne's property (Figure 1).



Figure 1. Aerial Image showing stop sign placement granting right of way to traffic on curve.

There are sharp curve ahead warning signs for southbound traffic on Glamorgan Road and eastbound traffic on Farmer's Road.

The current sign placement indicate that the curve through the property is intended for use by both southbound traffic turning west, and westbound traffic turning north.

Site Investigation

The Roads Needs Study's width measurements are spot averages for whole road segments and the curve is not included in the study. Staff found it prudent to perform field measurements to include the curve and the specific legs of the island. On January 3, 2017 staff performed a site visit. Conditions were near freezing, rainy, with snow banks freshly plowed back to near or beyond the shoulder with ice build-up obstructing the view of surface to shoulder transitions.

It was found that although the Glamorgan leg is used by two way traffic, the surface width of 4.8 m is deficient (Figure 2). Vehicles must use the shoulder when passing as the platform width of 6m would accommodate two vehicles.

There is also a misalignment on Glamorgan Road for southbound traffic. Vehicles travelling south would not only have to be aware to northbound cross traffic intersecting their lane from the curve, they would also have to veer left into a narrowing choke point. Here, northbound vehicles travelling through the intersection on Glamorgan could be stopped at the stop control, or approaching it. It should be noted that 50% of the vehicles observed during the site visit ignored this stop sign.

The Farmer's Road leg is wider with a surface width of 6.3m and a platform width of 8.5m.

The curve had a surface width measurement of 6m and a platform width of 7.6 m. Appendix B shows a map listing the width measurements.

All measurements could be conservative due to snow and ice build-up.

TAC recommends a road width minimum of 6m and a shoulder width of 1m on local, rural roads with a design speed of 80 km/h.

Departure sight distances were measured from the stop location on Farmer's Road at the T-intersection. TAC recommends a departure sight distance of 250m on roads with a design speed of 80 km/h. Due to a vertical curve north of the intersection, the measured sight distance is 180m. South of the intersection is straight and flat with a sight distance greater than 250m.

Pictures from the site visit can be seen in Appendix C.



Figure 2. Measurements showing narrow Glamorgan leg.

Conveyance Option

There is potential for vehicle conflict should the intersection be left as-is. Vehicles turning northbound onto Glamorgan Road from Farmer's Road via the curve must cross the travelled lane of vehicles travelling southbound on Glamorgan Road which intend to continue through the intersection. Southbound vehicles on Glamorgan Road must veer left into a narrow section that is not aligned while contending with oncoming intersecting traffic from the curve. A key map can be seen in Appendix D.

Conflict potential can be removed by restricting the curve to southbound traffic only. Vehicles on Farmer's Road wishing to turn north on Glamorgan Road could do so at the T-intersection.

To alleviate the departure sight distance deficiency the intersection could become an all-way stop. In doing so, the stop control north of the intersection could be removed. (Figure 3)

This solution could slightly increase the volume on the Glamorgan Road leg increasing the potential of two way traffic on the narrow portion of road. Signage could be used to warn drivers of the hazard or the road could be widened and better aligned with the northern approach on Glamorgan Road. Approaching speeds will be lower with the new proposed all-way stop, assuming normal compliance rates.

It is recommended that a bi-directional traffic count be performed to determine the average volume of directional traffic on the Glamorgan Road leg should the signage option be chosen over the road widening. During the site visit of approximately 90 minutes, zero vehicles travelled south through the intersection.

The approximate cost to widen the Glamorgan Road leg is \$15 000. A 10% increase would be expected for the small size of the job should this fall outside CKL's rural resurfacing program.

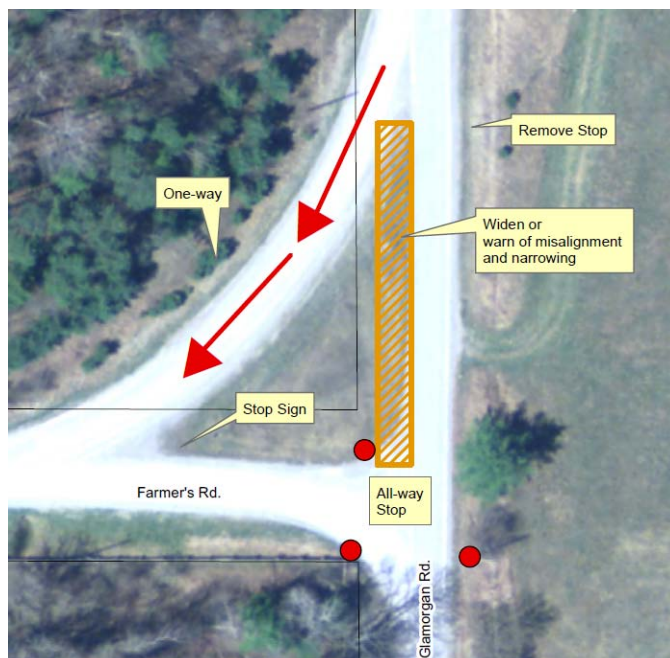


Figure 3. Showing restricted access for curve, widened east leg, and all-way stop.

Closure Option

The curve could be closed. This would require the same recommended steps as the conveyance option but completely restrict access to the curve and remove both stop controls on the legs to accommodate the all-way stop (Figure 4).

By closing the curve, cross lane conflict potential is eliminated, however, like partial restriction the misalignment and narrow road remains. Unlike the partial restriction option, all eastbound turning and southbound vehicles on Glamorgan Road will now be forced to travel through the narrow leg to the intersection, greatly increasing the two way traffic potential conflict on the narrow section. Although approaching speeds will be reduced due to the proposed all-way stop, warning signs of the hazard may be insufficient. In this scenario, the widening of the leg would be sensible.

Decommissioning the curve would require scarifying or pulverizing the curve, extending the ditches to the intersection, new edge line painting, and the installation of do not enter warning signs.

The cost of this option is estimated to be \$20 000. Ditching and scarifying could be performed in-house with significant cost savings.

A key map can be seen in Appendix E.



Figure 4. Showing curve closure, leg widening and all-way stop.

Sincerely,

Joseph Kelly
Senior Engineering Tech
Engineering – Technical Services
City of Kawartha Lakes

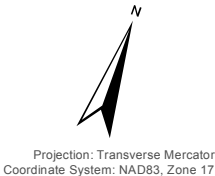
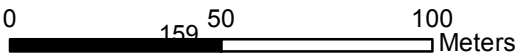
Appendix A
Farmer's Rd/ Glamorgan Rd



Map produced by the City of Kawartha Lakes Engineering Department with data obtained under license. Reproduction without permission is prohibited.

The foregoing information is given for convenience only and it should be clearly understood that you must satisfy yourself as to whether the premises and the existing or proposed use thereof are, or would be, in conformity with all applicable by-laws and regulations of the municipality.

All distances and locations are approximate and are not of survey quality. This map is illustrative only. Do not rely on it as being a precise indicator of privately or publicly owned land, routes, locations or features, nor as a guide to navigate.



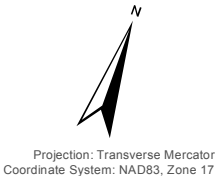
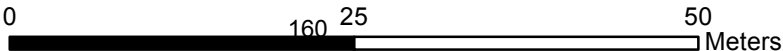
Appendix B
Field Measurements



Map produced by the City of Kawartha Lakes Engineering Department with data obtained under license. Reproduction without permission is prohibited.

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Appendix C - Site Pictures



Farmer's Rd facing Glamorgan Rd



At Farmer's Rd approach T-stop control checking north sight lines



At Farmer's Rd approach T-stop control checking south sight lines



Glamorgan Rd approaching Farmer's Rd facing north



Glamorgan Rd approaching Farmer's Rd facing south



Glamorgan Rd 180m north of intersection facing south



On Glamorgan Rd facing west (showing south leg of island)

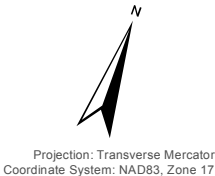
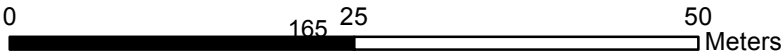
Appendix D
Conveyance Option



Map produced by the City of Kawartha Lakes Engineering Department with data obtained under license. Reproduction without permission is prohibited.

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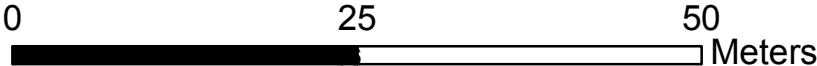
Appendix E Closure Option



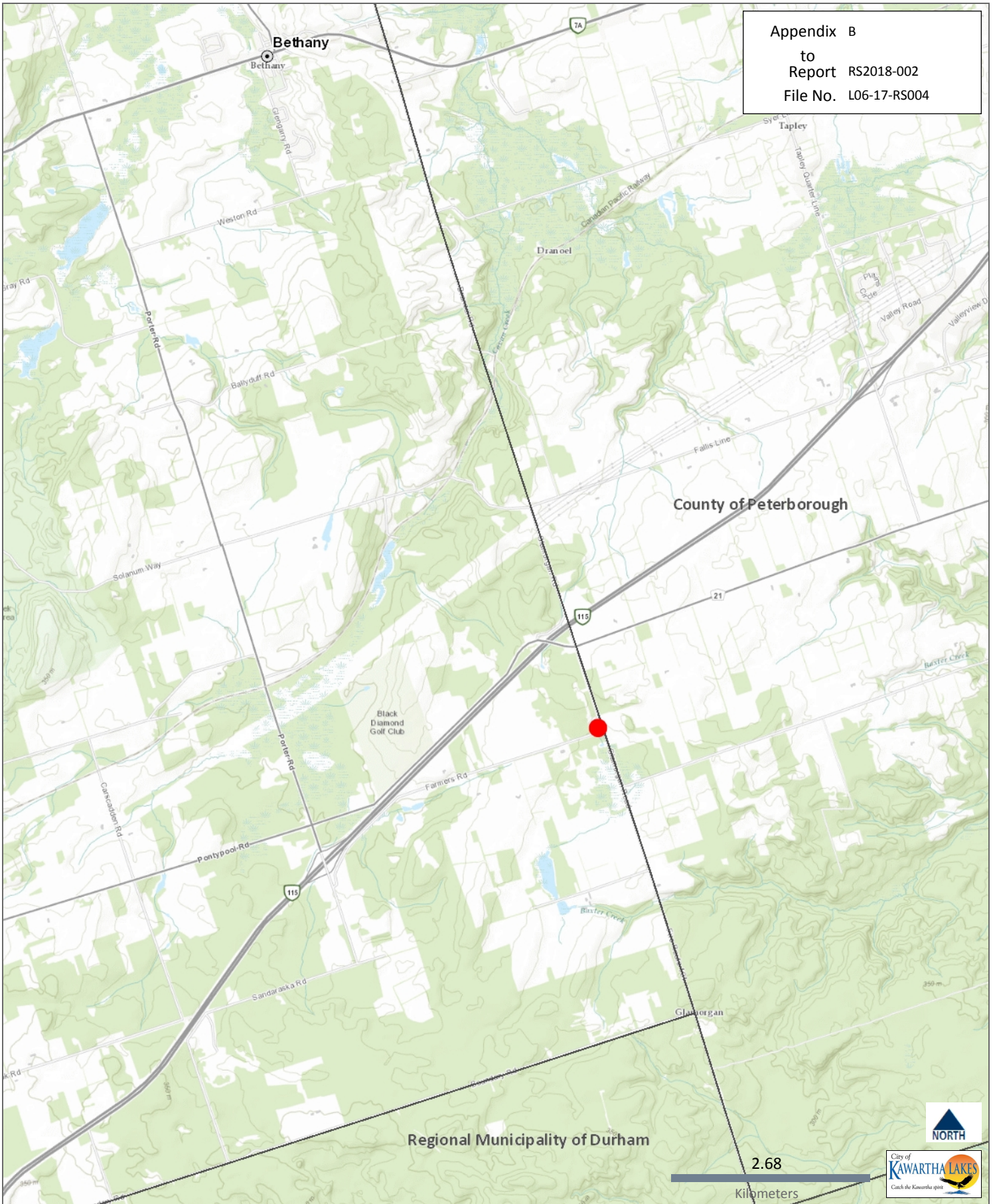
Map produced by the City of Kawartha Lakes Engineering Department with data obtained under license. Reproduction without permission is prohibited.

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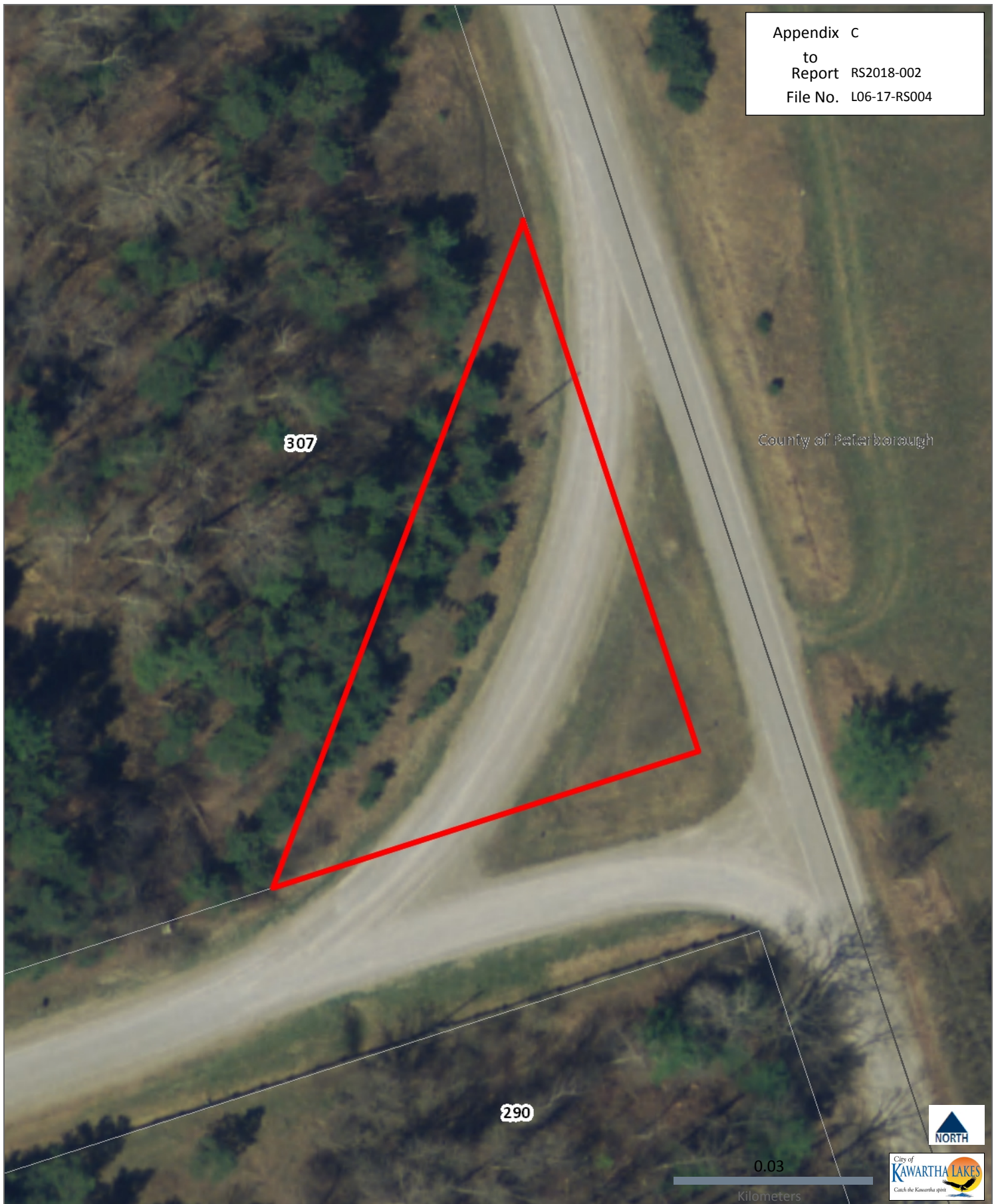
Projection: Transverse Mercator
Coordinate System: NAD83, Zone 17



THIS MAP IS NOT TO BE USED FOR NAVIGATION
© City Of Kawartha Lakes

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

Date:



The Corporation of the City of Kawartha Lakes

Council Report

Report Number RS2018-004

Date: January 30, 2018

Time: 2:00 p.m.

Place: Council Chambers

Ward Community Identifier: 6

Subject: Proposed Lease Agreement between the City of Kawartha Lakes and Trillium Lakelands District School Board

Author Name and Title: Laura Carnochan, Law Clerk – Realty Services

Recommendations:

That Report RS2018-004, **Proposed Lease Agreement between the City of Kawartha Lakes and Trillium Lakelands District School Board**, be received; and

That the Mayor and Clerk be authorized to execute the Lease Agreement attached as Appendix B on behalf of the City of Kawartha Lakes, being a Lease Agreement with Trillium Lakelands District School Board for the purpose of leasing space within City property located at 19 Market Street, Fenelon Falls.

Department Head:_____

Financial/Legal/HR/Other:_____

Chief Administrative Officer:_____

Background:

Trillium Lakelands District School Board ("TLDSB") has been leasing space from the City of Kawartha Lakes since 2001 pursuant to a Lease Agreement dated October 1, 2001 (attached as Appendix A). This Agreement expired on September 30, 2007. TLDSB has continued to utilize the space since the expiration of the Agreement, relying on the same terms of the original lease.

As the existing Lease has expired, Staff have negotiated a new Lease Agreement with the same terms for this space, save and except the term of the Agreement, amount of yearly rent, and the area of the leased premises.

The proposed Lease Agreement was discussed by the Land Management Committee on December 14, 2017 and it was the recommendation of the Committee that the terms of the proposed lease be approved.

As this space will potentially be required by the City for future expansion of the Fenelon Falls Library, it is the recommendation of the Land Management Committee that this lease be approved for a two year term.

The purpose of this report is to provide Council with an opportunity to consider the terms of the proposed Lease Agreement and for Council to provide direction required to execute this Agreement. The proposed Lease Agreement is attached at Appendix B.

Rationale:

This Lease has been set-up as a gross lease (meaning all costs, including operating costs, utilities and maintenance, are included in the amount provided for "rent"), with an annual rent of \$20,150.16. This reflects TLDSB's apportioned share of the operating costs for the building.

This is being set up as a gross lease for ease of administration. This means that the City will charge one fee, which will reimburse the City for all costs associated with the lease (maintenance and utilities; realty taxes are not payable on this building).

Other Alternatives Considered:

Council could direct that the Lease Agreement not be renewed. This is not recommended in this circumstance as the City currently has no need for this space and because TLDSB has continued to utilize the space for the purpose of offering Adult Education and Training, which is a valuable service to area residents.

Financial/Operation Impacts:

Since 2004, TLDSB has been paying rent in the amount of \$1,217.00, plus HST, per month. The proposed Lease Agreement sets out an increase to \$1,679.18, plus HST, per month, for the first year of the lease, and a further increase to \$1,729.56, plus HST, per month, which would more accurately reflect TLDSB's apportioned share of the operating costs of the building.

Relationship of Recommendations to the 2016-2019 Strategic Plan:

The recommendation in this report aligns with the strategic goal of a vibrant and growing economy and with the strategic enabler of efficient infrastructure and asset management.

Consultations:

Land Management Committee
Manager, Building and Properties
Director of Community Services

Attachments:

Appendix A – Expired Lease, dated October 1, 2001



Appendix A - Expired
Lease Agreement.pdf

Appendix B – Proposed Lease Agreement



Appendix B -
Proposed Lease Agree

Department Head E-Mail: rcarlson@kawarthalakes.ca

Department Head: Robyn Carlson

Department File: L17-17-RS016

THIS LEASE made in triplicate this 1st day of October, 2001, in pursuance of the Short Form of Leases Act:

BETWEEN:

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

as Landlord
(the "CITY")

- and -

THE TRILLIUM LAKELANDS DISTRICT SCHOOL BOARD

as Tenant
(the "BOARD")

RECITALS:

(a) The CITY is the owner of certain land and buildings described in Schedule "A" to this LEASE. This parcel of land and building is known as the "Fenelon Falls Municipal Office".

(b) The BOARD wishes to lease a portion of the Fenelon Falls Municipal Office to operate an education centre.

THIS LEASE IS ENTERED in consideration of the rents, covenants and agreements reserved and contained on the part of the BOARD, to be respectively paid, observed and performed, and for other consideration, the receipt and sufficiency of which are acknowledged, the CITY demises and leases the PREMISES to the BOARD.

ARTICLE 1.00: INTERPRETATION

1.01 Definitions: Wherever a term set out below appears in the text of this LEASE in capital letters, the term shall have the meaning set out for it in this Section 1.01. Wherever a term below appears in the text of this LEASE in regular case, it shall be deemed to have the meaning ordinarily attributed to it in the English language.

- a) **BASE RENT** means, for the first year of the TERM, the sum of one thousand one hundred twenty (\$1,120.00) dollars per month. After that, BASE RENT means the amount determined pursuant to Section 2.05 of this LEASE.
- b) The **BOARD** is an Ontario school board, incorporated pursuant to the laws of the Province of Ontario, with its head office located in Lindsay, Ontario, and the term includes its successors and assigns, and, where the context allows, its trustees, directors, officers, employees, servants or agents.
- c) **BUSINESS** means the BOARD's operation of an adult education centre.
- d) **CHATELS** means the following property belonging to the CITY, which shall be utilized during the TERM by the BOARD:
 - i. shelving in the areas shown as "vault" and "storage" on Schedule "B" to this LEASE and/or any built-in, open cupboards;
 - ii. refrigerator;
 - iii. microwave oven;
 - iv. assorted kitchen utensils (ie: silverware, mugs, tea kettle, teapot, etc);
 - v. coffee maker and accessories;
 - vi. kitchen table and 2 chairs;
 - vii. existing public address system;

- viii. wall-mounted whiteboard in the former Council Chambers;
 - ix. 5 armchairs, 42 chairs and 3 Council desks;
 - x. up to 10 top-load, legal-sized, locking file cabinets;
 - xi. cabinet on wheels for fax machine; and
 - xii. up to 3 wall clocks.
- e) **CITY** means The Corporation of the City of Kawartha Lakes, a municipal corporation duly incorporated pursuant to the laws of the Province of Ontario. Where the context permits, the term also includes the CITY's servants, employees, agents and delegated officials.
- f) **DIRECTOR** means the Director of the Department of Corporate Services of the CITY.
- g) **EVENT OF DEFAULT** means any one or more of the circumstances set out in the following numbered paragraphs.
- (1) The BOARD breaches its covenant to pay RENT. The default occurs whether the CITY has demanded payment or not, if the RENT remains unpaid for a period of thirty (30) days after it is due.
 - (2) The BOARD breaches any of its other covenants in this LEASE. The default occurs if the breach continues for a period of thirty (30) days (or such longer period as may be reasonably necessary to cure the breach) after notice by the CITY to the BOARD specifying the nature of the breach and requiring it to be remedied.
 - (3) In circumstances where the breach set out in the notice given to the BOARD by the CITY pursuant to paragraph (2) above reasonably requires more time to cure than the time period referred to in the notice, but the BOARD has not commenced remedying the breach; or, in the opinion of the CITY, has failed to diligently remedy it within a reasonable time.
 - (4) The PREMISES are vacated by the BOARD or become vacant or remain unoccupied by the BOARD for a period of thirty (30) consecutive days.
- h) The **LANDS** are comprised of the lands described in Schedule "A" to this LEASE.
- i) **LEASE** means this lease agreement, including its recitals and schedules, which form integral parts of it, and the agreement regarding the CHATTELS referenced in Section 3.21 as amended from time to time in accordance with Section 6.07.
- j) **LIBRARY** means the City of Kawartha Lakes Public Library.
- k) The **OCCUPANCY DATE** is October 1, 2001.
- l) The **PREMISES** are comprised of a portion of the building on the LANDS. For the first year of the TERM, the PREMISES will be comprised of the area outlined in solid red on Schedule "B" to this LEASE, being approximately ninety (90 ft²) square feet of storage space (indicated as "vault") and approximately one thousand two hundred eighty four (1,284 ft²) square feet of office space. During the second year of the TERM, the PREMISES will be increased by approximately one hundred fifty (150 ft²) square feet with the addition of that portion of the building outlined in broken red on Schedule "B". the PREMISES includes the CHATTELS.
- m) **PROPERTY MANAGER** means the CITY, or, where the CITY has hired an employee, consultant or contractor for the purposes of management of the PREMISES, that person.

- n) **PROPERTY TAXES** means all taxes, rates, local improvement rates, impost charges, duties, assessments or levies which may be levied, rated, charged or assessed against any form of property, regardless of who is legally responsible for payment. It includes such requirements imposed by federal, provincial, municipal (including the CITY), school board, utility commission or other authority, whether the requirement or the agency is now or in the future in existence.
- o) **RENT** means any and all sums due and payable by the Board pursuant to this LEASE. Without limitation, RENT includes the following amounts:
- (1) the BASE RENT;
 - (2) all TAXES; and
 - (3) all other costs, expenses and charges (including interest on overdue payments) incurred in and about the PREMISES required to be paid by the Board pursuant to any provision of this LEASE.
- p) The **RENT COMMENCEMENT DATE** is October 1, 2001.
- q) **RENTAL TAXES** means all Goods and Services Taxes, sales taxes, excise taxes, business transfer taxes, value added taxes, or other taxes, duties, rates, levies or fees levied, rated, charged, assessed or payable with respect to, or calculated or measured in whole or in part in relation to:
- (1) the RENT payable by the BOARD to the CITY under this LEASE, or
 - (2) the PREMISES, or
 - (3) the area of the PREMISES, or
 - (4) the occupancy or leasing of the PREMISES,
- and whether by law the responsibility of the CITY or the BOARD or both, and whether imposed by federal, provincial, municipal, school board, utility commission or other authority, and whether now or in the future in existence, and includes any other taxes, rates, duties, assessments, fees or levies which may be imposed on the CITY or the BOARD or anyone else on account or in lieu of it, or of a nature similar to it, and whether recurring annually, or at other intervals, or on a special or single instance basis only. RENTAL TAXES shall not include any PROPERTY TAXES.
- r) **TAXES** means any or all of the RENTAL TAXES and PROPERTY TAXES.
- s) The **TERM** means the entire three-year period during which this LEASE is operational, as set out in Article 2.00. In the event that a renewal is engaged pursuant to Section 2.02, the definition of TERM shall be deemed to be amended by adding the number of years of the renewal period.

1.02 Legislation, By-laws: Each reference to Provincial legislation in this LEASE, unless otherwise specified, is a reference to the Revised Statutes of Ontario, 1990 edition, and, in every case, includes all applicable amendments to the legislation, including successor legislation. Each reference to a By-law in this LEASE, unless otherwise specified, is a reference to a By-law of the CITY, and, in every case, includes all applicable amendments to the By-law, including successor by-laws.

1.03 Construing this LEASE: The captions, article and section names and numbers appearing in this LEASE are for convenience of reference only and have no effect on its interpretation. All provisions of this LEASE creating obligations on either party will be construed as covenants. This LEASE is to be read with all changes of gender or number required by the context. The words 'include' or 'including' shall not be construed as limiting the words or phrases preceding them.

1.04 Differences of Opinion: All matters of differences arising between the CITY and the BOARD in any matter connected with or arising out of this LEASE, whether to interpretation or otherwise, will be referred to a single arbitrator, if the parties agree upon its identity. Should the parties be unable to agree upon the identity of an arbitrator, then each party shall appoint an individual person as its representative, and those two people will agree upon the identity of the arbitrator. The arbitrator shall conduct the arbitration pursuant to the Arbitrations Act, and every award or determination will be final and binding on the parties and their successors and assigns, and shall not be subject to appeal. The arbitrator shall be allowed unfettered and unlimited discretion to determine in each and every case the solution which best balances the competing interests of the parties to the arbitration in accordance with this LEASE. It shall not be bound by any legal precedent in its determination. The arbitrator shall not be bound by the provisions of the Arbitrations Act in respect of its fees. The arbitrator shall be entitled to award all or part of its fees against any party in accordance with the principles which govern an award of costs against a non-successful party in a contested matter before the Ontario Court (General Division). In the absence of an award of costs by the arbitrator, the arbitrator's costs shall be borne equally by both parties, without regard to their involvement in the arbitration.

1.05 Reasonableness: Wherever any consent, agreement or approval of the CITY or the BOARD is required under the terms of this LEASE, then unless otherwise specifically mentioned, the party acting will do so reasonably.

ARTICLE 2.00: DEMISE, TERM AND RENTAL

2.01 Demise: The CITY grants to the BOARD a leasehold interest in the PREMISES to have and to hold for a TERM of three (3) years, to be computed from the OCCUPANCY DATE concluding on the 30th day of September, 2004, subject to renewal and termination as provided in this LEASE.

2.02 Shared Use Space: The BOARD acknowledges that the LIBRARY occupies that portion of the building on the LANDS which is not included in the PREMISES. Outlined in blue on Schedule "B" to this lease are washrooms. It is the Parties' mutual intention that the LIBRARY and the BOARD shall both have access to these washrooms.

2.03 Parking: The parking lot associated with the Fenelon Falls Municipal Office contains seventeen (17) regular parking stalls and two (2) parking stalls reserved for disabled users. The BOARD acknowledges that the parking lot must service both the LIBRARY's and the BOARD's use of the LANDS, and that it is also to be available, to some extent, for community use. Accordingly, the BOARD agrees that it will ensure that the BOARD and its invitees occupy no more than nine (9) parking spaces at any one time.

2.04 Renewals: This LEASE contains one right of renewal for one further term of three (3) years. Renewals after expiration of the second TERM (if this LEASE is renewed) will be the subject of negotiation between the CITY and the BOARD at that time. Renewals under this Section 2.04 are subject to the same terms and conditions as this LEASE with the exception of the amount of BASE RENT, which is addressed in Section 2.05.

2.05 BASE RENT: During the first year of the TERM of this LEASE, the BASE RENT will be as set out in Section 1.01. After the first year, the BASE RENT will increase by fifty (\$50.00) dollars per month to reflect the BOARD's exclusive access to the storage area indicated on Schedule "B", as reflected in definition 1.01(l) of this LEASE. If the BOARD exercises its right of renewal pursuant to Section 2.04, the BASE RENT will be increased by four (4.0%) per cent of the then current BASE RENT, to one thousand two hundred seventeen (\$1,217.00) dollars per month.

2.06 Payment of RENT: The RENT is payable as follows:

- (a) the BASE RENT shall be paid on the RENT COMMENCEMENT DATE,

and thereafter shall be payable on the first day of each month during the TERM;

- (b) the TAXES shall be paid when due; and
- (c) all other costs, expenses and charges (including interest on overdue payments) incurred in and about the PREMISES required to be paid by the BOARD pursuant to any provision of this LEASE, shall be paid upon the BOARD's receipt of invoice or demand therefor.

2.07 Net Net Lease: The BOARD acknowledges that this LEASE is intended to be absolutely net and carefree to the CITY, except as otherwise expressly set out. The BOARD agrees to pay or cause to be paid, without limitation, all rates, TAXES, fees, levies, development charges, and assessments, of whatsoever description, utility charges, waste removal, or other charges that may at any time be lawfully imposed and become due and payable in respect of that part of the PREMISES occupied by the BOARD. Without limitation, the BOARD shall pay or cause to be paid all utility charges, including fuel for heating, hydro, water, hot water, sewage disposal and garbage removal.

2.08 Utilities: The BOARD acknowledges that utilities are not separately metered for the usage of the LIBRARY and the BOARD. Accordingly, the BOARD shall be responsible for a portion of all utility bills on the basis of a fraction being:

$$\frac{\text{FLOOR SPACE OCCUPIED BY THE BOARD} + \frac{1}{2} \text{ FLOOR SPACE OF SHARED WASHROOMS}}{\text{TOTAL FLOOR SPACE OF BUILDING}}$$

The BOARD agrees to revisit this fraction in the event that the CITY's utility bills for the Fenenlon Falls Municipal Office increases significantly due to the BUSINESS.

2.09 Early Access: The BOARD acknowledges that, as at the date of preparation of this LEASE, the PREMISES are occupied by third parties who are in the process of vacating. The CITY agrees to allow the BOARD access to the PREMISES prior to the OCCUPANCY date in order for the BOARD to prepare the PREMISES for the BUSINESS. The BOARD acknowledges that the CITY will not displace the third parties who are currently occupying the PREMISES in order to allow for early access. The BOARD further acknowledges that certain community groups have scheduled meetings in the PREMISES for various dates in September. The BOARD agrees that its early access will be conditional upon it either honouring those dates or assisting the community group by providing alternative space (as provided in Section 3.04 of this LEASE), at the community group's preference.

ARTICLE 3.00: COVENANTS, WARRANTIES & ACKNOWLEDGEMENTS

3.01 Covenant to pay RENT: The BOARD agrees to pay the RENT at the times and in the manner prescribed in this LEASE, without any abatement or deduction.

3.02 Interest on overdue RENT: Without waiving any right of action of the CITY in the EVENT OF DEFAULT of any payments pursuant to this LEASE, in the event that the BOARD is delinquent in payment of any RENT for thirty (30) days or more, The BOARD agrees to pay interest on the arrears of RENT at the rate of one point two eight five (1.285%) per cent per month, compounded, (which equates to a rate of sixteen point five six (16.56%) per cent per annum), retroactive from the date the amount was due and payable, until it is actually paid.

3.03 Access: The BOARD agrees to provide the CITY with full and free access (for inspection purposes, during normal business hours, and in the presence of the BOARD, to any and every part of the PREMISES. It is understood and agreed, however, that in cases of emergency, the CITY shall at all times and for all purposes have full and free access to the PREMISES. The BOARD acknowledges that, during the first year of the TERM, the CITY will use the storage area outlined in broken red on Schedule "B", and that the access point for that area is within the PREMISES. The

BOARD shall allow the CITY access to this storage area from time to time, as the CITY's needs arise. The CITY agrees that access to this storage area shall be limited to afternoons after twelve thirty (12:30) P.M. except in urgent situations, and that it shall provide the BOARD with telephone notice of its need for access to such persons as the BOARD shall specify. The CITY agrees that, during the first year of the TERM, while it is utilizing the storage area, the BOARD shall have access to the same area for the sole purpose of a computer file server. The BOARD agrees to ensure that it does not disturb the records held by the CITY within the storage area in any way during its access for its computer server.

3.04 Access for LIBRARY and Community Groups: The BOARD acknowledges that, historically, the CITY provided various community groups with access to meeting space within the PREMISES at no expense. The BOARD agrees to accommodate those community groups in the future, either at the PREMISES or at other property owned or operated by the BOARD in the vicinity of the PREMISES, on the same terms and conditions. The CITY will not refer any new community groups to the BOARD in this regard. It is the intention of the parties to honour historic arrangements only. The BOARD further acknowledges that the CITY historically gave the LIBRARY use of the PREMISES for programming meetings at no expense. The BOARD agrees to facilitate the LIBRARY by providing it with use of the classroom space at no charge, on an as-available basis.

3.05 Quiet Enjoyment: Subject to the provisions of this LEASE, the CITY agrees that the Board shall have quiet possession of the PREMISES.

3.06 Maintenance/Refuse Handling: The BOARD agrees to regularly maintain the PREMISES in good condition, and to keep the PREMISES free of debris and neat and tidy at all times. The Board acknowledges and agrees that no outdoor storage or stockpiling of goods or refuse is permitted on the LANDS. The BOARD agrees to provide complete and proper arrangements for the adequate sanitary handling and disposal of all trash, garbage and other refuse on or in connection with the BUSINESS, all to the satisfaction of the PROPERTY MANAGER.

3.07 Maintenance of Shared Space: The BOARD agrees to be responsible for the maintenance of the area outlined in blue on Schedule "B" and acknowledges that the CITY has discounted the BASE RENT it would ordinarily have demanded on leases similar to this LEASE in order to compensate the BOARD for its obligation in this regard. Maintenance includes the elements addressed in Section 3.06, and further requires the BOARD to replenish all supplies for this area (including: soap, cleaning supplies, paper towels and personal hygiene products).

3.08 No Damage: The BOARD agrees that it shall not do (or allow to be done) any thing which may damage the LANDS or PREMISES beyond the damage occasioned by reasonable use. The BOARD further agrees that it shall, at its cost and expense, repair all portions of the LANDS or PREMISES which may at any time be damaged by the BOARD or its invitees (ordinary wear and tear only excepted). In the event of the failure on the part of the BOARD to repair pursuant to this section, the BOARD agrees to indemnify and save harmless the CITY from all damages, costs and expenses suffered or incurred by the CITY, the public, or any other third parties by reason of the damage to the LANDS or PREMISES, to the extent that the BOARD is liable for the same in law. The BOARD agrees to make payment forthwith upon receipt of appropriate accounts for these damages.

3.09 Laws & Rules: The BOARD agrees to abide by all applicable Federal, Provincial, and/or Municipal or local Statutes, Regulations, and By-laws.

3.10 Fire Prevention: The BOARD agrees to take all precautions to prevent fire from occurring in or about the PREMISES. The BOARD further agrees to observe and comply with all instructions given from time to time by the DIRECTOR and/or the PROPERTY MANAGER with respect to prevention and extinguishing of fires.

3.11 Signs: The BOARD agrees that it shall not construct, erect, place or install (outdoors) on or at the LANDS or PREMISES, any poster, advertising sign or

display, electrical or otherwise, without first obtaining the consent, in writing, of the DIRECTOR.

3.12 Liability Insurance: The BOARD agrees to place and at all times maintain public liability and property damage insurance against claims for personal injury, death or damage to property arising out of any of the operations of the BOARD under this LEASE, or of any of the acts or omissions of the BOARD. This insurance shall be with a company or companies acceptable to the CITY and all policies for this insurance shall be in an amount and in a form satisfactory to the CITY. The CITY shall be named as co-insured on any such policy. Every policy shall contain a provision that thirty (30) days' written notice of cancellation shall be given to the CITY.

3.13 Insurance: The BOARD acknowledges that the CITY shall not provide it with fire insurance. It is the BOARD's obligation to insure its contents against fire (or other perils) at its sole expense.

3.14 Insurance Documents: The BOARD agrees, upon request, to provide to the CITY any one or more of the following documents:

- (a) the policy or policies, described in Sections 3.12 and 3.13,
- (b) a Certificate of Insurance, or
- (c) an affidavit from its insurance company confirming that proper insurance coverage is in place; and
- (d) any renewals of the above-listed documents.

3.15 Coverage to be maintained: The BOARD agrees that it shall not do anything (nor omit to do anything, nor allow anything to be done or omitted to be done) on the LANDS or on the PREMISES which will in any way impair or invalidate the policies provided pursuant to Sections 3.12 and 3.13.

3.16 Objectionable Materials: The BOARD agrees that it will not, upon or about the LANDS or PREMISES, bring, keep, sell, store, offer for sale, give away or otherwise use, handle or dispose of any merchandise, goods, materials, effects or things which may by the PROPERTY MANAGER for any reason be deemed objectionable.

3.17 Use: The BOARD agrees that the PREMISES shall be used solely for the BUSINESS, or from time to time, by Community groups and the LIBRARY as set out in Section 3.04.

3.18 No Claims: The BOARD shall not have any claim or demand against the CITY for damages of any nature, however caused to the LANDS or PREMISES, or any person or property, on or about the LANDS or PREMISES, unless the damage is due to the gross negligence of the CITY (or any of its officials, employees, servants or agents while acting within the scope of his or her duties or employment).

3.19 Indemnification: The BOARD agrees that it shall at all times indemnify and save harmless the CITY from and against all claims and demands, by whomsoever made, which are occasioned by or attributable to the existence of this LEASE or any action taken or things done or maintained because of this LEASE, or the exercise of rights arising pursuant to this LEASE (excepting claims for damage resulting from the gross negligence of any officer, servant or agent of the CITY while acting within the scope of his or her duties or employment).

3.20 Maintenance to the LANDS: The CITY shall continue to provide all required maintenance to the LANDS, including grass cutting, snow clearing, and parking lot repairs. The BOARD shall pay to the CITY annually a sum which is that portion of the CITY's costs for providing this service determined by the fraction defined in Section 2.08 of this LEASE. The CITY shall invoice the BOARD in this regard no later than March 31st in each year of the TERM for its costs in the previous calendar year. The first such invoice will be based upon the CITY's costs only during the BOARD's occupancy. The final such invoice shall be adjusted in the same manner. The BOARD acknowledges that the final such invoice will be received by it after the TERM of this lease has expired.

3.21 CHATTELS: The CITY makes no representation as to the condition of the CHATTELS. The CITY and the BOARD will enter a separate agreement with respect to the lease of the CHATTELS. All CHATTELS remain the property of the CITY and will be clearly labelled in that regard.

3.22 CAPITAL REPAIRS: As owner of the PREMISES, the CITY shall be responsible for CAPITAL REPAIRS unless the damage was caused by the wilful or grossly negligent actions of the BOARD or its invitees.

ARTICLE 4.00: IMPROVEMENTS

4.01 Condition of PREMISES: The BOARD accepts the PREMISES in an "as is" condition without any obligation on the part of the CITY to make the PREMISES suitable for the BUSINESS except as otherwise noted in this LEASE.

4.02 Alterations: The BOARD agrees that it will not make alterations to the PREMISES, until plans showing the design and nature of the proposed alterations to the PREMISES have been approved by the DIRECTOR. It is understood and agreed that any approved alterations to the PREMISES must be completed and then maintained by the BOARD to the satisfaction of the DIRECTOR and/or the PROPERTY MANAGER.

4.03 Security: The BOARD is permitted to change locks and/or security codes to the access points to and within the PREMISES at its expense, provided that it does not prevent LIBRARY access to the shared facilities addressed in Section 2.02 of this LEASE, and provided that a copy of each key, and each security code, is provided to the PROPERTY MANAGER.

4.04 Approved Alterations:

- a) The CITY will remove the public service counter prior to the RENT COMMENCEMENT DATE. The BOARD will be responsible for any cosmetic renovations required as a result of this removal (ie: floorcovering remediation; pillar drywall; etc).
- b) The BOARD is permitted use of part of the storage area marked with broken red lines on Schedule "B" for the purpose of installation and maintenance of a computer server within the wooden cupboard there. The BOARD may remove the "pigeon hole" structure within the cupboard for this purpose.
- c) The BOARD is permitted to paint the PREMISES (with neutral colours) and to hang pictures, black-, white- or bulletin boards, etc.
- d) The BOARD is permitted to complete the electrical upgrades necessary (if required) for its computer lab, using qualified employees or contractors and abiding by all relevant codes.
- e) The BOARD is permitted to upgrade paper product fixtures in any washrooms within the PREMISES, or the shared facilities described in Section 2.02.

ARTICLE 5.00: TERMINATION

5.01 Termination Without Cause:

- a) The CITY has the right to terminate this LEASE at any time upon six (6) months' notice in writing to the BOARD. The CITY agrees that any such notice will not be given so as to interrupt a normal school year. The termination date in accordance with the notice will occur within the regular summer school break.

- b) The BOARD has the right to terminate this LEASE at any time upon sixty (60) days' notice in writing to the CITY.

5.02 Surrender: At the expiration or sooner determination of the TERM of this LEASE, the BOARD shall peaceably surrender and yield to the CITY, the PREMISES in a well-maintained, fully operating condition with all related facilities, buildings, structures and improvements (excepting those removed pursuant to Section 5.03) and CHATTELS in a good state of repair (reasonable wear and tear excepted). At the expiration of the LEASE, the CITY will have and enjoy absolute title to all of the PREMISES without compensation to the BOARD, except as provided for in Section 5.03, where applicable, and free of any claim or encumbrance. In the event that this LEASE is terminated due to an EVENT OF DEFAULT, no goods, materials or chattels of any sort may be removed by the BOARD without the CITY's express consent.

5.03 Removal of Improvements: Provided the BOARD is not in default of its obligations pursuant to this LEASE, at the expiration of the TERM or any renewal period, or upon earlier determination of the TERM, the BOARD shall be entitled to remove, at its sole cost; all improvements on the PREMISES which the City does not require. In the event that this LEASE is terminated pursuant to Section 5.01 at any time during the first three years of the TERM, the BOARD shall be entitled to remove any and all improvements on the PREMISES constructed or installed by the BOARD. The BOARD agrees to restore the PREMISES upon which the removed improvements were located, to a state of repair satisfactory to the CITY within thirty (30) days of the date of the termination of the TERM.

5.04 Default: Upon the occurrence of an EVENT OF DEFAULT, the current month's RENT, together with the RENT for the three months next ensuing shall immediately become due and payable. In addition, at the option of the CITY, the TERM shall become forfeited and void, and the CITY may, without notice or any form of legal process whatsoever, forthwith re-enter upon the LANDS and/or PREMISES and repossess and enjoy the same as of its former estate, anything contained in any statute or law to the contrary notwithstanding, and the provisions of Section 5.02 shall apply.

5.05 CITY's Performance: Nothing in this LEASE prevents the CITY, in the circumstances of an EVENT OF DEFAULT, from entering upon the PREMISES and performing the BOARD's obligations. This work shall be completed at the sole cost and expense of the BOARD, and in addition, the CITY may levy any charge as may then be applicable, in accordance with the policies of the CITY for administration and overhead. It is expressly understood and agreed that the CITY is not under any obligation to perform any of the BOARD's covenants.

5.06 Other Remedies: Forfeiture of this LEASE by the BOARD shall be wholly without prejudice to the right of the CITY to recover arrears of RENT or damages for any antecedent breach of covenant on the part of the BOARD. Notwithstanding any forfeiture, the CITY may subsequently recover from the BOARD damages for loss of RENT suffered by reason of the LEASE having been determined prior to the end of the TERM as set out in this LEASE. This clause and the right under it shall survive the termination of this LEASE whether by act of the parties or by operation of law.

5.07 Survival of Rights and Covenants: The provisions of Sections 3.01, 3.02, 3.08, 3.18, 3.19, 3.20, 3.21 and 5.06 shall survive the termination of this LEASE whether by act of the parties or by operation of law.

ARTICLE 6.00: MISCELLANEOUS

6.01 Notice: Any notice to be given under this LEASE shall be sufficiently given if delivered by hand, or facsimile, or if sent by prepaid first class mail and addressed to the BOARD at:

Trillium Lakelands District School Board
300 County Road 36
P.O. Box 420
Education Centre
Lindsay, Ontario
K9V 4S4
Facsimile: 705-324-9773

or to the CITY at:

The Corporation of the City of Kawartha Lakes
Attention: Clerk/Solicitor
26 Francis Street South
P.O. Box 9000
Lindsay, Ontario
K9V 5R8
Facsimile: 705-324-1750

Receipt of notice shall be deemed on:

- (a) the date of actual delivery of a hand delivered document; or
 - (b) the business day next following the date of facsimile transmission; or
 - (c) five (5) days following the date of mailing of the notice;
- whichever is applicable. Notwithstanding Section 6.07, either party may change its address for notice by giving notice of change of address pursuant to this Section.

6.02 Force Majeure/Time: Notwithstanding anything in this LEASE, neither party shall be in default with respect to the performance of any of the terms of this LEASE 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). Otherwise, time shall be of the essence of this LEASE and all the obligations contained herein.

6.03 Successors: The rights and liabilities of the parties shall enure to the benefit of and be binding upon the parties and their respective successors and approved assignees.

6.04 Entire Agreement: This LEASE constitutes the entire agreement between the parties. It is agreed that there is no covenant, promise, agreement, condition precedent or subsequent, warranty or representation or understanding, whether oral or written, other than as set forth in this LEASE and this LEASE fully replaces and supersedes any letter, letter of intent, or other contractual arrangement between the parties related to the PREMISES or the CHATTELS in existence at the time of execution and delivery of this LEASE.

6.05 Partial Invalidity: If any article, section, subsection, paragraph, clause or subclause or any of the words contained in this LEASE shall be held wholly or partially illegal, invalid or unenforceable by any court of competent jurisdiction, the CITY and the BOARD agree that the remainder of this LEASE shall not be affected by the judicial holding, but shall remain in full force and effect. The provisions of this LEASE shall have effect, notwithstanding any statute to the contrary.

6.06 Relationship of Parties: Nothing in this LEASE shall create any relationship between the parties other than that of landlord and tenant. It is specifically agreed that neither party is a partner, joint venturer, agent or trustee of the other.

6.07 Amendments: No supplement, amendment or waiver of or under this LEASE (apart from amendments to notice provisions of Section 6.01) shall be binding unless executed in writing by the party to be bound. No waiver by a party of any provision of this LEASE shall be deemed to be a waiver of any other provision unless otherwise expressly provided.


6.08 Governing Law: This agreement shall be construed in accordance with and governed by the laws of the Province of Ontario.

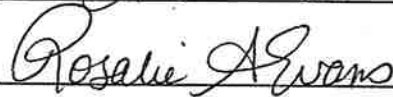
6.09 Freedom of Information: The BOARD acknowledges that this LEASE is a public document.

6.10 Independent Legal Advice: The BOARD acknowledges that it has either received or waived the benefit of its own legal advice with respect to the execution of this LEASE.

TO WITNESS, the undersigned affixed their corporate seals attested by the hands of our properly authorized officers. By so executing this document, the officers warrant and certify that the corporations for which they are signing are in good standing and duly incorporated and organized under the laws of the jurisdiction in which they are incorporated, and that the officers are authorized and empowered to bind the corporation(s) to the terms of this LEASE by their signatures.


THE CORPORATION OF THE CITY OF KAWARTHA LAKES



Mayor


Clerk

TRILLIUM LAKELANDS DISTRICT SCHOOL BOARD



DAVE HILL Director of Education Name: _____
Title: _____



Superintendent of Business Name: E. HODGINS
Title: _____

I/We have authority to bind the Corporation.

Schedules:

- "A" LANDS (legal description)
"B" PREMISES (outlined in red; storage area in broken red)
Shared Washrooms (outlined in blue)

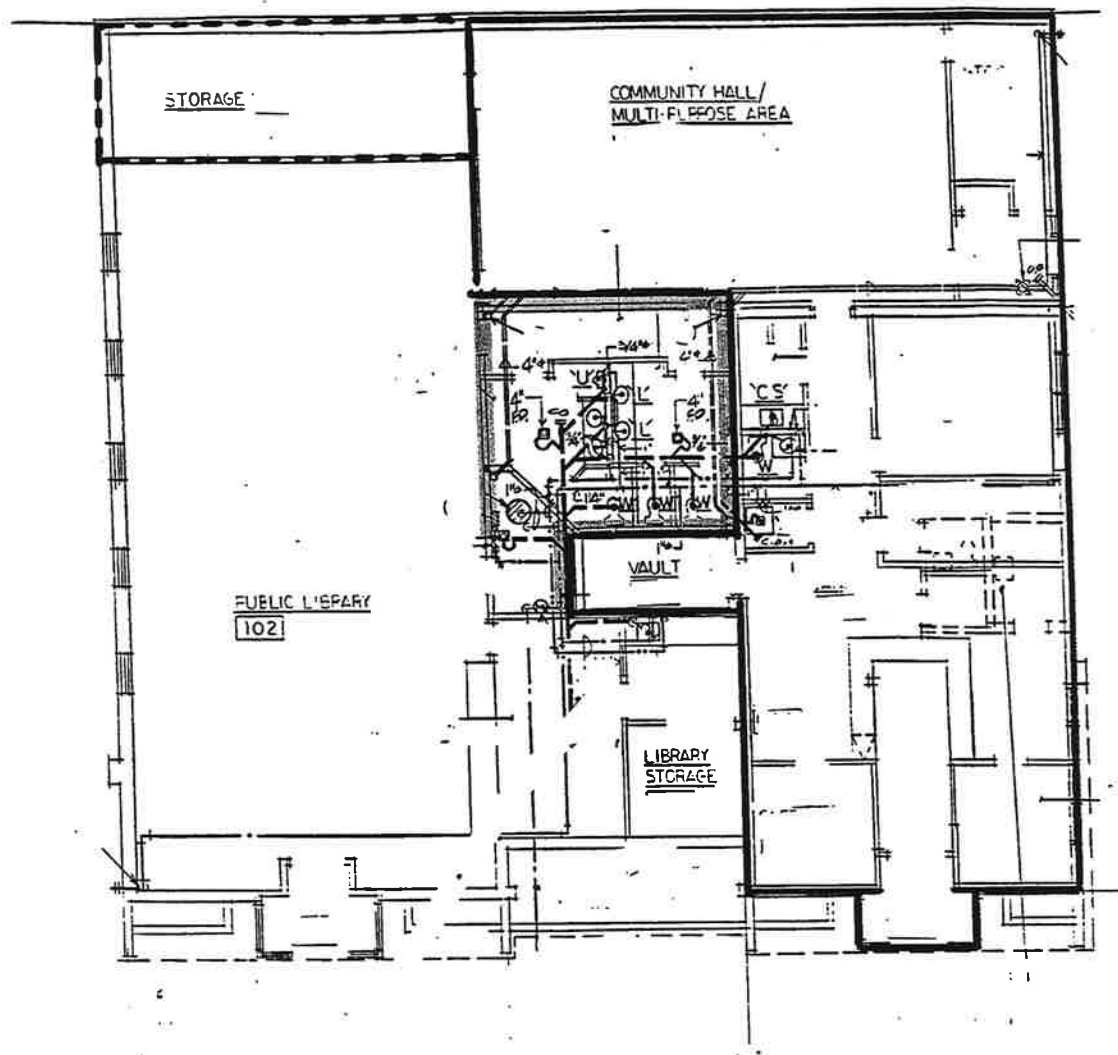
SCHEDULE "A"

Particulars of LANDS

LANDS:

Part of the Market Square North of Francis Street, South of Bond Street and West of Colborne Street, Registered Plan No. 10 (formerly Registered Plan 17) Geographic Village of Fenelon Falls, County of Victoria, now City of Kawartha Lakes, designated as Parts 3, 4, 5, 11, 12 and 13, Reference Plan 57R-8606.

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FLOOR PLAN

LEASE AGREEMENT

Made in triplicate this day of , 2018

BETWEEN:

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

as Landlord
(the "CITY")

- and -

THE TRILLIUM LAKELANDS DISTRICT SCHOOL BOARD

as Tenant
(the "BOARD")

RECITALS:

- a) The CITY is the owner of certain land and buildings described in Schedule "A" to this LEASE. This parcel of land and building is known as the "Fenelon Falls Municipal Office."
- b) The BOARD wishes to lease a portion of the Fenelon Falls Municipal Office to operate an education centre.
- c) The Fenelon Falls Municipal Office building is exempt from realty taxes.

THIS LEASE IS ENTERED in consideration of the rents, covenants and agreements reserved and contained on the part of the BOARD, to be respectively paid, observed and performed, and for other consideration, the receipt and sufficiency of which are acknowledged, the CITY demises and leases the PREMISES to the BOARD.

ARTICLE 1.00: INTERPRETATION

1.01 **Definitions:** Wherever a terms set out below appears in the text of this LEASE in capital letters, the term shall have the meaning set out for it in this Section 1.01. Wherever a term below appears in the text of this LEASE in regular case, it shall be deemed to have the meaning ordinarily attributed to it in the English language.

- a) **GROSS RENT** means, for the first year of the TERM, the sum of One Thousand Six Hundred Seventy-Nine Dollars and Eighteen Cents (\$1,679.18), plus HST, per month. After that, GROSS RENT means the amount determined pursuant to Section 2.04 of this LEASE.
- b) The **BOARD** is an Ontario school board, incorporated pursuant to the laws of the Province of Ontario, with its head office located in Lindsay, Ontario, and

the term includes its successors and assigns, and, where the context allows, its trustees, directors, officers, employees, servants or agents.

- c) **BUSINESS** means the BOARD's operation of an adult education centre.
- d) **CHATTELS** means the following property belonging to the CITY, which shall be utilized during the TERM by the BOARD:
 - i) Shelving in the areas shown as "vault" and "storage" on Schedule "B" to this LEASE and/or any built-in, open cupboards;
 - ii) Refrigerator;
 - iii) Microwave oven;
 - iv) Assorted kitchen utensils (i.e. silverware, mugs, tea kettle, teapot, etc.);
 - v) Coffee maker and accessories;
 - vi) Kitchen table and two (2) chairs;
 - vii) Existing public address system;
 - viii) Wall-mounted whiteboard in the former Council Chambers;
 - ix) Five (5) armchairs, forty-two (42) chairs, and three (3) Council desks;
 - x) Up to ten (10) top-load, legal-sized, locking file cabinets;
 - xi) Cabinet on wheels for fax machine; and
 - xii) Up to three (3) wall clocks.
- e) **CITY** means The Corporation of the City of Kawartha Lakes, a municipal corporation duly incorporated pursuant to the laws of the Province of Ontario. Where the context permits, the term also includes the CITY's servants, employees, agents and delegated officials.
- f) **DIRECTOR** means the Director of the Department of Corporate Services of the CITY.
- g) **EVENT OF DEFAULT** means any one or more of the circumstances set out in the following numbered paragraphs.
 - (1) The BOARD breaches its covenant to pay RENT. The default occurs whether the CITY has demanded payment or not, if the RENT remains unpaid for a period of thirty (30) days after it is due.
 - (2) The BOARD breaches any of its other covenants in this LEASE. The default occurs if the breach continues for a period of thirty (30) days (or such longer period as may be reasonably necessary to cure the breach) after notice by the CITY to the BOARD specifying the nature of the breach and requiring it to be remedied.
 - (3) In circumstances where the breach set out in the notice given to the BOARD by the CITY pursuant to paragraph (2) above reasonably requires more time to cure than the time period referred to in the notice, but the BOARD has not

commenced remedying the breach; or, in the opinion of the CITY, has failed to diligently remedy it within a reasonable time.

- (4) The PREMISES are vacated by the BOARD or become vacant or remain unoccupied by the BOARD for a period of thirty (30) consecutive days.
- h) The **LANDS** are comprised of the lands described in Schedule "A" to this LEASE.
- i) **LEASE** means this lease agreement, including its recitals and schedules, which form integral parts of it, and the agreement regarding the CHATTELS referenced in Section 3.21 as amended from time to time in accordance with Section 6.07.
- j) **LIBRARY** means the City of Kawartha Lakes Public Library.
- k) The **OCCUPANCY DATE** is February 1, 2018.
- l) The **PREMISES** are comprised of a portion of the building on the LANDS. The PREMISES will be comprised of the area outlined in pink on Schedule "B" to this LEASE, being approximately 3,007.49 square feet. The PREMISES includes the CHATTELS.
- m) **PROPERTY MANAGER** means the CITY, or, where the CITY has hired an employee, consultant or contractor for the purposes of management of the PREMISES, that person.
- n) **PROPERTY TAXES** means all taxes, rates, local improvement rates, impost charges, duties, assessments or levies which may be levied, rated, charged or assessed against any form of property, regardless of who is legally responsible for payment. It includes such requirements imposed by federal, provincial, municipal (including the CITY), school board, utility commission or other authority, whether the requirement or the agency is now or in the future in existence.
- o) **RENT** means any and all sums due and payable by the Board pursuant to this LEASE. Without limitation, RENT includes the following amounts:
- i) The GROSS RENT;
 - ii) All other costs, expenses and charges (including interest on overdue payments) incurred in and about the PREMISES required to be paid by the BOARD pursuant to any provision of this LEASE.
- p) The **RENT COMMENCEMENT DATE** is February 1, 2018.
- q) **RENTAL TAXES** means all Harmonized Sales Tax, sales taxes, excise taxes, business transfer taxes, value added taxes, or other taxes, duties, rates, levies or fees levied, rated, charged, assessed or payable with respect to, or calculated or measured in whole or in part in relation to:

- i) The RENT payable by the BOARD to the CITY under this LEASE; or
- ii) The PREMISES; or
- iii) The area of the PREMISES; or
- iv) The occupancy or leasing of the PREMISES,

and whether by law the responsibility of the CITY or the BOARD or both, and whether imposed by federal, provincial, municipal, school board, utility commission or other authority, and whether now or in the future in existence, and includes any other taxes, rates, duties, assessments, fees or levies which may be imposed on the CITY or the BOARD or anyone else on account or in lieu of it, or of a nature similar to it, and whether recurring annually, or at other intervals, or on a special or single instance basis only. RENTAL TAXES shall not include any PROPERTY TAXES.

- r) The **TERM** means the entire two (2) year period during which this LEASE is operational, as set out in Article 2.00. In the event that a renewal is engaged pursuant to Section 2.02, the definition of TERM shall be deemed to be amended by adding the number of years of the renewal period.

1.02 **Legislation & By-laws:** Each reference to Provincial legislation in this LEASE, unless otherwise specified, is a reference to the Revised Statutes of Ontario, 1990 edition, and, in every case, includes all applicable amendments to the legislation, including successor legislation. Each reference to a By-law in this LEASE, unless otherwise specified, is a reference to a By-law of the CITY, and, in every case, includes all application amendments to the By-law, including successor By-laws.

1.03 **Construing this LEASE:** The captions, article and section names and numbers appearing in this LEASE are for convenience of reference only and have no effect on its interpretation. All provisions of this LEASE creating obligations on either party will be construed as covenants. This LEASE is to be read with all changes of gender or number required by the context. The words 'include' or 'including' shall not be construed as limiting the words or phrases preceding them.

1.04 **Differences of Opinion:** All matters of differences arising between the CITY and the BOARD in any matter connected with or arising out of this LEASE, whether to interpretation or otherwise, will be referred to a single arbitrator, if the parties agree upon its identity. Should the parties be unable to agree upon the identity of an arbitrator, then each party shall appoint an individual person as its representative, and those two people will agree upon the identity of the arbitrator. The arbitrator shall conduct the arbitration pursuant to the *Arbitrations Act*, and every award or determination will be final and binding on the parties and their successors and assigns, and shall not be subject to appeal. The arbitrator shall be allowed unfettered and unlimited discretion to determine in each and every case the solution which best balances the competing interests of the parties to the arbitration in accordance with this LEASE. It shall not be bound by any legal precedent in its determination. The arbitrator shall not be bound by the provisions of the *Arbitrations Act* in respect of its fees. The arbitrator shall be

entitled to award all or part of its fees against any party in accordance with the principles which govern an award of costs against a non-successful party in a contested matter before the Ontario Court (General Division). In the absence of an award of costs by the arbitrator, the arbitrator's costs shall be borne equally by both parties, without regard to their involvement in the arbitration.

- 1.05 **Reasonableness:** Wherever any consent, agreement or approval of the CITY or the BOARD is required under the terms of this LEASE, then unless otherwise specifically mentioned, the party acting will do so reasonably.

ARTICLE 2.00: DEMISE, TERM, AND RENTAL

- 2.01 **Demise:** The CITY grants to the BOARD a leasehold interest in the PREMISES to have and to hold for a TERM of two (2) years, to be computed from the OCCUPANCY DATE concluding on the 31st day of January, 2020, subject to termination as provided in this LEASE.
- 2.02 **Shared Use Space:** The BOARD acknowledges that the LIBRARY occupies that portion of the building on the LANDS which is not included in the PREMISES. Outlined in yellow on Schedule "B" to this lease are washrooms. It is the Parties' mutual intention that the LIBRARY and the BOARD shall both have access to these washrooms.
- 2.03 **Parking:** The parking lot associated with the Fenelon Falls Municipal Office contains seventeen (17) regular parking stalls and two (2) parking stalls reserved for disabled users. The BOARD acknowledges that the parking lot must service both the LIBRARY's and the BOARD's use of the LANDS, and that it is also to be available, to some extent, for community use. Accordingly, the BOARD agrees that it will ensure that the BOARD and its invitees occupy no more than nine (9) parking spaces at any one time.
- 2.04 **GROSS RENT:** During the first year of the TERM of this LEASE, the GROSS RENT will be set out in Section 1.01. After the first year, the GROSS RENT will be increased by three percent (3%) of the then current GROSS RENT, to One Thousand Seven Hundred Twenty-Nine Dollars and Fifty-Six Cents (\$1,729.56), plus HST, per month.
- 2.05 **Payment of RENT:** The RENT is payable as follows:
- i) The GROSS RENT shall be paid on the RENT COMMENCEMENT DATE, and thereafter shall be payable on the first day of each month during the TERM; and
 - ii) The RENTAL TAXES shall be paid when due.
- 2.06 **Gross Lease:** The CITY shall pay or cause to be paid all utility charges, including fuel for heating, hydro, water, hot water, sewage disposal and garbage removal. Subject to the foregoing, the BOARD agrees to pay or cause to be paid, without limitation, all rates, RENTAL TAXES, fees, levies, development charges, and assessments, of whatsoever description, waste removal, or other charges that may at any time be lawfully imposed and become due and payable in respect of that part of the PREMISES occupied by the BOARD.

- 2.07 **Utilities:** The BOARD acknowledges that utilities are not separately metered for the usage of the LIBRARY and the BOARD. Accordingly, the BOARD shall be responsible for a portion of all utility bills on the basis of a fraction, being:

$$\frac{\text{FLOOR SPACE OCCUPIED BY THE BOARD} + \frac{1}{2} \text{ FLOOR SPACE OF SHARED WASHROOMS}}{\text{TOTAL FLOOR SPACE OF BUILDING}}$$

(being 54%), which amounts are incorporated into the GROSS RENT.

ARTICLE 3.00: COVENANTS, WARRANTIES & ACKNOWLEDGEMENTS

- 3.01 **Covenant to Pay RENT:** The BOARD agrees to pay the RENT at the times and in the manner prescribed in this LEASE, without any abatement or deduction.
- 3.02 **Interest on Overdue RENT:** Without waiving any right of action of the CITY in the EVENT OF DEFAULT of any payments pursuant to this LEASE, in the event that the BOARD is delinquent in payment of any RENT for thirty (30) days or more, The BOARD agrees to pay interest on the arrears of RENT at the rate of one point two eight five (1.285%) per cent per month, compounded, (which equates to a rate of sixteen point five six (16.56%) per cent per annum), retroactive from the date the amount was due and payable, until it is actually paid.
- 3.03 **Access:** The BOARD agrees to provide the CITY with full and free access (for inspection purposes, during normal business hours, and in the presence of the BOARD, to any and every part of the PREMISES. It is understood and agreed, however, that in cases of emergency, the CITY shall at all times and for all purposes have full and free access to the PREMISES. The CITY agrees that while it is utilizing the storage area, the BOARD shall have access to the same area for the sole purpose of a computer file server. The BOARD agrees to ensure that it does not disturb the records held by the CITY within the storage area in any way during its access for its computer server.
- 3.04 **Access for LIBRARY and Community Groups:** The BOARD acknowledges that, historically, the CITY provided various community groups with access to meeting space within the PREMISES at no expense. The BOARD agrees to accommodate those community groups in the future, either at the PREMISES or at other property owned or operated by the BOARD in the vicinity of the PREMISES, on the same terms and conditions. The CITY will not refer any new community groups to the BOARD in this regard. It is the intention of the parties to honour historic arrangements only. The BOARD further acknowledges that the CITY historically gave the LIBRARY use of the PREMISES for programming meetings at no expense. The BOARD agrees to facilitate the LIBRARY by providing it with use of the classroom space at no charge, on an as-available basis.
- 3.05 **Quiet Enjoyment:** Subject to the provisions of this LEASE, the CITY agrees that the Board shall have quiet possession of the PREMISES.

- 3.06 **Maintenance/Refuse Handling:** The BOARD agrees to regularly maintain the PREMISES in good condition, and to keep the PREMISES free of debris and neat and tidy at all times. The Board acknowledges and agrees that no outdoor storage or stockpiling of goods or refuse is permitted on the LANDS. The BOARD agrees to provide complete and proper arrangements for the adequate sanitary handling and disposal of all trash, garbage and other refuse on or in connection with the BUSINESS, all to the satisfaction of the PROPERTY MANAGER.
- 3.07 **Maintenance of Shared Space:** The BOARD agrees to be responsible for the maintenance of the area outlined in yellow on Schedule "B" and acknowledges that the CITY has discounted the BASE RENT it would ordinarily have demanded on leases similar to this LEASE in order to compensate the BOARD for its obligation in this regard. Maintenance includes the elements addressed in Section 3.06, and further requires the BOARD to replenish all supplies for this area (including: soap, cleaning supplies, paper towels and personal hygiene products).
- 3.08 **No Damage:** The BOARD agrees that it shall not do (or allow to be done) anything which may damage the LANDS or PREMISES beyond the damage occasioned by reasonable use. The BOARD further agrees that it shall, at its cost and expense, repair all portions of the LANDS or PREMISES which may at any time be damaged by the BOARD or its invitees (ordinary wear and tear only excepted). In the event of the failure on the part of the BOARD to repair pursuant to this section, the BOARD agrees to indemnify and save harmless the CITY from all damages, costs and expenses suffered or incurred by the CITY, the public, or any other third parties by reason of the damage to the LANDS or PREMISES, to the extent that the BOARD is liable for the same in law. The BOARD agrees to make payment forthwith upon receipt of appropriate accounts for these damages.
- 3.09 **Laws & Rules:** The BOARD agrees to abide by all applicable Federal, Provincial, and/or Municipal or local Statutes, Regulations, and By-laws.
- 3.10 **Fire Prevention:** The BOARD agrees to take all precautions to prevent fire from occurring in or about the PREMISES. The BOARD further agrees to observe and comply with all instructions given from time to time by the DIRECTOR and/or the PROPERTY MANAGER with respect to prevention and extinguishing of fires.
- 3.11 **Signs:** The BOARD agrees that it shall not construct, erect, place, or install (outdoors) on or at the LANDS or PREMISES, any poster, advertising sign or display, electrical or otherwise, without first obtaining the consent, in writing, of the DIRECTOR.
- 3.12 **Liability Insurance:** The BOARD agrees to place and at all times maintain public liability and property damage insurance against claims for personal injury, death or damage to property arising out of any of the operations of the BOARD under this LEASE, or of any of the acts or omissions of the BOARD. This insurance shall be with a company or companies acceptable to the CITY and all policies for this insurance shall be in an amount and in a form satisfactory to the CITY. The CITY shall be named as co-insured on any such policy. Every policy

shall contain a provision that thirty (30) days' written notice of cancellation shall be given to the CITY.

- 3.13 **Insurance:** The BOARD acknowledges that the CITY shall not provide it with fire insurance. It is the BOARD's obligation to insure its contents against fire (or other perils) at its sole expense.
- 3.14 **Insurance Documents:** The BOARD agrees, upon request, to provide to the CITY any one or more of the following documents:
- i) The policy or policies, described in Sections 3.12 and 3.13;
 - ii) A Certificate of Insurance;
 - iii) An affidavit from its insurance company confirming that proper insurance coverage is in place; and
 - iv) Any renewals of the above listed documents.
- 3.15 **Coverage to be Maintained:** The BOARD agrees that it shall not do anything (nor omit to do anything, nor allow anything to be done or omitted to be done) on the LANDS or on the PREMISES which will in any way impair or invalidate the policies provided pursuant to Sections 3.12 and 3.13.
- 3.16 **Objectionable Materials:** The BOARD agrees that it will not, upon or about the LANDS or PREMISES, bring, keep, sell, store, offer for sale, give away or otherwise use, handle or dispose of any merchandise, goods, materials, effects or things which may by the PROPERTY MANAGER for any reason be deemed objectionable.
- 3.17 **Use:** The BOARD agrees that the PREMISES shall be used solely for the BUSINESS, or from time to time, by Community groups and the LIBRARY as set out in Section 3.04.
- 3.18 **No Claims:** The BOARD shall not have any claim or demand against the CITY for damages of any nature, however caused to the LANDS or PREMISES, or any person or property, on or about the LANDS or PREMISES, unless the damage is due to the gross negligence of the CITY (or any of its officials, employees, servants or agents while acting within the scope of his or her duties or employment).
- 3.19 **Indemnification:** The BOARD agrees that it shall at all times indemnify and save harmless the CITY from and against all claims and demands, by whomsoever made, which are occasioned by or attributable to the existence of this LEASE or any action taken or things done or maintained because of this LEASE, or the exercise of rights arising pursuant to this LEASE (excepting claims for damage resulting from the gross negligence of any officer, servant or agent of the CITY while acting within the scope of his or her duties or employment).
- 3.20 **Maintenance to the LANDS:** The CITY shall continue to provide all required maintenance to the LANDS, including grass cutting, snow clearing, and parking lot repairs. The BOARD shall pay to the CITY annually a sum which is that portion of the CITY's costs for providing this service determined by the fraction defined in Section 2.08 of this LEASE. The CITY shall invoice the BOARD in this

regard no later than March 31st in each year of the TERM for its costs in the previous calendar year. The first such invoice will be based upon the CITY's costs only during the BOARD's occupancy. The final such invoice shall be adjusted in the same manner. The BOARD acknowledges that the final such invoice will be received by it after the TERM of this LEASE has expired.

- 3.21 **Chattels:** The CITY makes no representation as to the condition of the CHATTELS. All CHATTELS remain the property of the CITY and will be clearly labelled in that regard.
- 3.22 **Capital Repairs:** As owner of the PREMISES, the CITY shall be responsible for CAPITAL REPAIRS unless the damage was caused by the wilful or grossly negligent actions of the BOARD or its invitees.

ARTICLE 4.00: IMPROVEMENTS

- 4.01 **Condition of the PREMISES:** The BOARD accepts the PREMISES in an "as is" condition without any obligation on the part of the CITY to make the PREMISES suitable for the BUSINESS except as otherwise noted in this LEASE.
- 4.02 **Alterations:** The BOARD agrees that it will not make alterations to the PREMISES, until plans showing the design and nature of the proposed alterations to the PREMISES have been approved by the DIRECTOR. It is understood and agreed that any approved alterations to the PREMISES must be completed and then maintained by the BOARD to the satisfaction of the DIRECTOR and/or the PROPERTY MANAGER.
- 4.03 **Security:** The BOARD is permitted to change locks and/or security codes to the access points to and within the PREMISES at its expense, provided that it does not prevent LIBRARY access to the shared facilities addressed in Section 2.02 of this LEASE, and provided that a copy of each key, and each security code, is provided to the PROPERTY MANAGER.
- 4.04 **Approved Alterations:**
- i) The BOARD is permitted to paint the PREMISES (with neutral colours) and to hang pictures, black/white/bulletin boards, etc.
 - ii) The BOARD is permitted to complete electrical upgrades necessary (if required) for its computer lab, using qualified employees or contractors and abiding by all relevant codes.
 - iii) The BOARD is permitted to upgrade paper product/fixtures in any washrooms within the PREMISES, or the shared facilities described in Section 2.02.

ARTICLE 5.00: TERMINATION

- 5.01 **Termination without Cause:**
- i) The CITY has the right to terminate this LEASE at any time upon six (6) months' notice in writing to the BOARD. The CITY agrees that any such

notice will not be given so as to interrupt a normal school year. The termination date in accordance with the notice will occur within the regular summer school break.

- ii) The BOARD has the right to terminate this LEASE at any time upon sixty (60) days' notice in writing to the CITY.

5.02 **Surrender:** At the expiration or sooner determination of the TERM of this LEASE, the BOARD shall peaceably surrender and yield to the CITY, the PREMISES in a well-maintained, fully operating condition with all related facilities, buildings, structures and improvements (excepting those removed pursuant to Section 5.03) and CHATTELS in a good state of repair (reasonable wear and tear excepted). At the expiration of the LEASE, the CITY will have and enjoy absolute title to all of the PREMISES without compensation to the BOARD, except as provided for in Section 5.03, where applicable, and free of any claim or encumbrance. In the event that this LEASE is terminated due to an EVENT OF DEFAULT, no goods, materials or chattels of any sort may be removed by the BOARD without the CITY's express consent.

5.03 **Removal of Improvements:** Provided the BOARD is not in default of its obligations pursuant to this LEASE, at the expiration of the TERM or any renewal period, or upon earlier determination of the TERM, the BOARD shall be entitled to remove, at its sole cost; all improvements on the PREMISES which the City does not require. In the event that this LEASE is terminated pursuant to Section 5.01 at any time during the TERM, the BOARD shall be entitled to remove any and all improvements on the PREMISES constructed or installed by the BOARD. The BOARD agrees to restore the PREMISES upon which the removed improvements were located, to a state of repair satisfactory to the CITY within thirty (30) days of the date of the termination of the TERM.

5.04 **Default:** Upon the occurrence of an EVENT OF DEFAULT, the current month's RENT, together with the RENT for the three months next ensuing shall immediately become due and payable. In addition, at the option of the CITY, the TERM shall become forfeited and void, and the CITY may, without notice or any form of legal process whatsoever, forthwith re-enter upon the LANDS and/or PREMISES and repossess and enjoy the same as of its former estate, anything contained in any statute or law to the contrary notwithstanding, and the provisions of Section 5.02 shall apply.

5.05 **CITY's Performance:** Nothing in this LEASE prevents the CITY, in the circumstances of an EVENT OF DEFAULT, from entering upon the PREMISES and performing the BOARD's obligations. This work shall be completed at the sole cost and expense of the BOARD and in addition, the CITY may levy any charge as may then be applicable, in accordance with the policies of the CITY for

administration and overhead. It is expressly understood and agreed that the CITY is not under any obligation to perform any of the BOARD's covenants.

- 5.06 **Other Remedies:** Forfeiture of this LEASE by the BOARD shall be wholly without prejudice to the right of the CITY to recover arrears of RENT or damages for any antecedent breach of covenant on the part of the BOARD. Notwithstanding any forfeiture, the CITY may subsequently recover from the BOARD damages for loss of RENT suffered by reason of the LEASE having been determined prior to the end of the TERM as set out in this LEASE. This clause and the right under it shall survive the termination of this LEASE whether by act of the parties or by operation of law.
- 5.07 **Survival of Rights and Covenants:** The provisions of Sections 3.01, 3.02, 3.08, 3.18, 3.19, 3.20, 3.21 and 5.06 shall survive the termination of this LEASE whether by act of the parties or by operation of law.

ARTICLE 6.00: MISCELLANEOUS

- 6.01 **Notice:** Any notice to be given under this LEASE shall be sufficiently given if delivered by hand, or facsimile, or if sent by prepaid first class mail and addressed to the BOARD at:

Trillium Lakelands District School Board
Attention: Craig Young, Assistant Superintendent of Business
300 County Road 36
P.O. Box 420
Lindsay, ON K9V 4S4
Fax: 705-324-9773

or to the CITY at:

The Corporation of the City of Kawartha Lakes
Attention: Clerk/Solicitor
26 Francis Street South
P.O. Box 9000
Lindsay, ON K9V 5R8
Fax: 705-324-1750

Receipt of notice shall be deemed on:

- i) The date of actual delivery of a hand delivered document; or
- ii) The business day next following the date of facsimile transmission; or
- iii) Five (5) days following the date of mailing of the notice;

whichever is applicable. Notwithstanding Section 6.07, either party may change its address for notice by giving notice of change of address pursuant to this Section.

- 6.02 **Force Majeure:** Notwithstanding anything in this LEASE, neither party shall be in default with respect to the performance of any of the terms of this LEASE 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) . Otherwise, time shall be of the essence of this LEASE and all the obligations contained herein.
- 6.03 **Successors:** The rights and liabilities of the parties shall enure to the benefit of and be binding upon the parties and their respective successors and approved assignees.
- 6.04 **Entire Agreement:** This LEASE constitutes the entire agreement between the parties. It is agreed that there is no covenant, promise, agreement, condition precedent or subsequent, warranty or representation or understanding, whether oral or written, other than as set forth in this LEASE and this LEASE fully replaces and supersedes any letter, letter of intent, or other contractual arrangement between the parties related to the PREMISES or the CHATTELS in existence at the time of execution and delivery of this LEASE.
- 6.05 **Partial Invalidity:** If any article, section, subsection, paragraph, clause or subclause or any of the words contained in this LEASE shall be held wholly or partially illegal, invalid or unenforceable by any court of competent jurisdiction, the CITY and the BOARD agree that the remainder of this LEASE shall not be affected by the judicial holding, but shall remain in full force and effect. The provisions of this LEASE shall have effect, notwithstanding any statute to the contrary.
- 6.06 **Relationship of Parties:** Nothing in this LEASE shall create any relationship between the parties other than that of landlord and tenant. It is specifically agreed that neither party is a partner, joint venturer, agent or trustee of the other.
- 6.07 **Amendments:** No supplement, amendment or waiver of or under this LEASE (apart from amendments to notice provisions of Section 6.01) shall be binding unless executed in writing by the party to be bound. No waiver by a party of any provision of this LEASE shall be deemed to be a waiver of any other provision unless otherwise expressly provided.
- 6.08 **Governing Law:** This agreement shall be construed in accordance with and governed by the laws of the Province of Ontario.

- 6.09 **Freedom of Information:** The BOARD acknowledges that this LEASE is a public document.
- 6.10 **Independent Legal Advice:** The BOARD acknowledges that it has either received or waived the benefit of its own legal advice with respect to the execution of this LEASE.
- 6.11 **Electronic Signatures:** This Agreement may be executed and delivered by facsimile or other electronic means, which electronic copies shall be deemed to be original.

TO WITNESS, the undersigned affix their corporate seals attested by the hands of our properly authorized officers. By so executing this document, the officers warrant and certify that the corporations for which they are signing are in good standing and duly incorporated and organized under the laws of the jurisdiction in which they are incorporated, and that the officers are authorized and empowered to bind the corporations to the terms of this LEASE by their signatures.

**THE CORPORATION OF THE CITY OF
KAWARTHA LAKES**

Per: _____
Name: Andy Letham
Title: Mayor

Per: _____
Name: Cathie Ritchie
Title: City Clerk

(We have authority to bind the Corporation pursuant
to CR _____)

**TRILLIUM LAKELANDS DISTRICT SCHOOL
BOARD**

Per: _____
Name: Larry Hope
Title: Director Of Education

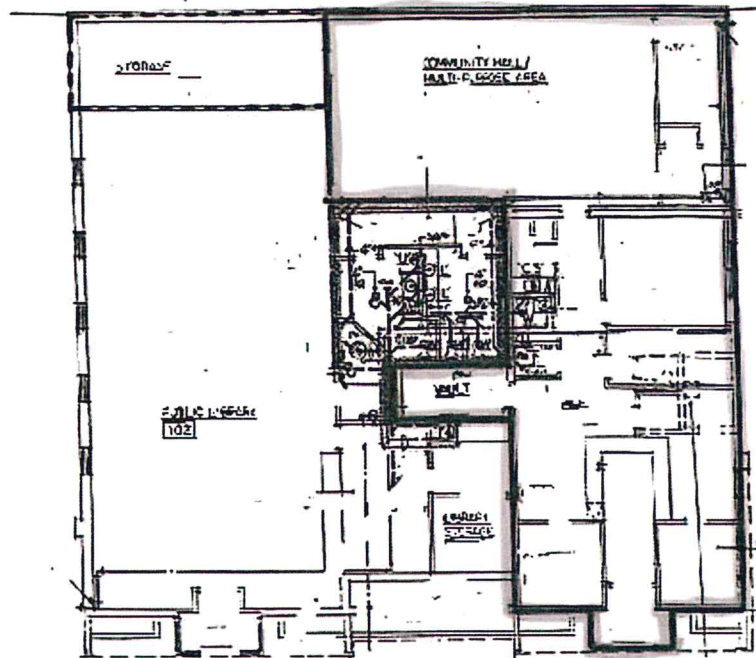
(I have authority to bind the Corporation)

Schedule "A"

DESCRIPTION OF LANDS

Part of the Market Square North of Francis Street, South of Bond Street and West of Colborne Street, Registered Plan No. 10 (formerly Registered Plan No. 17), in the Geographic Village of Fenelon Falls, City of Kawartha Lakes, designated as Parts 3, 4, 5, 11, 12, and 13 on Reference Plan 57R-8606.

Schedule "B"



FLOOR PLAN

The Corporation of the City of Kawartha Lakes

Council Report

Report Number CS2018-001

Date: January 30, 2018
Time: 2:00 p.m.
Place: Council Chambers

Ward Community Identifier: Lindsay

Subject: Lindsay Legacy C.H.E.S.T. Fund 2018 Allocation

Author Name and Title: Lisa Peimann, Executive Assistant, Community Services

Recommendation(s):

That Report CS2018-001, **Lindsay Legacy C.H.E.S.T. Fund 2018 Allocation**, be received; and

That total funding in the amount of \$334,709.93 be provided for the projects as approved by the Lindsay Legacy C.H.E.S.T. Fund Grant Committee at its meeting of December 7, 2017, with the allocation to come from the Lindsay Legacy C.H.E.S.T. Fund Reserve (3.24310), as follows:

Kawartha Lakes Food Source	\$ 9,532.21
John Howard Society	\$ 6,700.00
Lindsay Agricultural Society	\$ 19,570.48
Kawartha Lakes Soccer Club	\$ 12,000.00
A Place Called Home	\$ 76,907.24
The Academy Theatre	\$ 60,000.00
Boys & Girls Clubs of Kawartha Lakes	\$ 150,000.00

That \$100,000.00 be retained in the principle of the Lindsay Legacy C.H.E.S.T. Fund Reserve (3.24310) for inflationary growth of the fund; and

That the estimated balance of \$19,832.59 not distributed through the 2018 allocation be made available for funding disbursement in a future year.

Department Head:_____

Financial/Legal/HR/Other:_____

Chief Administrative Officer:_____

Background:

The Lindsay Legacy C.H.E.S.T. Fund Grant Committee met to review and recommend applications for the disbursement of 2018 funding.

All applications were received by the Community Services Administration office prior to the posted deadline. Applications were reviewed for completeness based on the application checklist.

Each Committee Member was provided a copy of each application along with the application checklist for the use in preparation for the application review meeting held on December 7, 2017.

The recommendations drawn from the minutes of the meeting form the basis for the findings of this report.

Rationale:

Total interest earned within the 2017 calendar year has been estimated at \$454,542.52. The committee remains committed to the retention of earnings for inflationary growth of the fund. For this purpose it was recommended to allocate \$100,000.00 of interest earned in 2017 directly to the principle of the fund. As a result total funding available for the 2018 distribution was established at \$354,542.52.

There were 11 applications submitted, with a total request of \$1,459,647.60. All applications have been reviewed by the committee, and as a result three (3) applications are recommended to receive full funding, four (4) applications are to receive partial funding, and four (4) applications are not being recommended due to not meeting application criteria and due to limited funding available for distribution, for a total allocation of \$334,709.93.

The table below outlines the funds requested by organizations and the funding recommended by the Lindsay Legacy C.H.E.S.T. Fund Grant Committee:

Community Group	Project	Amount Requested	Recommended Amount
Kawartha Lakes Food Source	Purchase freezers, photocopier, iPad and promotional materials for fundraising and Outreach plan	\$13,282.21	\$9,532.21
Royal Canadian Legion Br. 67	Repairs to parking lot, due to removal of oil tank and contaminated soil	\$250,000.00	\$0.00
Lindsay Agricultural Society	Purchase walk-in cooler/freezer and begin paving the major interior roads	\$151,130.00	\$19,570.48

The Rotary Club of Lindsay	Elgin Park splash pad replacement	\$145,643.00	\$0.00
John Howard Society	Purchase freezers, washing machine and dryer	\$6,700.00	\$6,700.00
Kawartha Lakes Soccer Club	Install irrigation, new aluminum soccer goals and soccer field playing surface renovation	\$185,000.00	\$12,000.00
St. Andrew's Presbyterian Church	Purchase electric signage	\$23,000.00	\$0.00
A Place Called Home	Renovations to newly acquired transitional property, including electrical, plumbing, HVAC	\$76,907.24	\$76,907.24
The Academy Theatre Foundation	Roof repair, sidewalk and patio overhaul, replacement of stage curtain mechanisms	\$167,000.00	\$60,000.00
Boys & Girls Clubs of Kawartha Lakes	Create and outdoor water park	\$150,000.00	\$150,000.00
Citizen Committee / Lindsay Canada Day Organizing Committee	Logie Park enhancements for the 150 th Anniversary of Canada Day, including construction of a picnic pavilion with picnic tables, park entryway and 150 th commemorative plaque	\$290,985.15	\$0.00
Total Requests	11	\$1,459,647.60	\$334,709.93

Other Alternatives Considered:

Council could choose to determine different funding allocations, however, this is not recommended in light of Council's decision to have an Advisory Committee make such recommendations.

Financial/Operation Impacts:

Total 2017 interest earned	\$ 454,542.52
Retained earnings for inflation protection	<u>(\$100,000.00)</u>
Total available for 2017 distribution	\$ 354,542.52

The total funding recommendation for approved projects is \$334,709.93.

Relationship of Recommendation(s) To The 2016-2019 Strategic Plan:

The recommendations within this report directly align with all Strategic Goals, namely:

- Goal 1 – A vibrant and Growing Economy
- Goal 2 – An Exceptional Quality of Life
- Goal 3 – A Healthy Environment

Review of Accessibility Implications of Any Development or Policy:

N/A

Servicing Implications:

N/A

Consultations:

Lindsay Legacy C.H.E.S.T. Fund Grant Committee

Attachments:

N/A

Department Head E-Mail: cshanks@kawarthalakes.ca

Department Head: Craig Shanks

Department File:

The Corporation of the City of Kawartha Lakes

Council Report

Report Number CS2018-002

Date: January 30, 2018
Time: 2:00 p.m.
Place: Council Chambers

Ward Community Identifier: Bobcaygeon

Subject: Bobcaygeon Legacy C.H.E.S.T. Fund 2018 Allocation

Author Name and Title: Lisa Peimann, Executive Assistant, Community Services

Recommendation(s):

RESOLVED THAT Report CS2018-002, **Bobcaygeon Legacy C.H.E.S.T. Fund 2018 Allocation**, be received;

THAT total funding in the amount of \$75,922.16 be provided, with the allocation to come from the Bobcaygeon Legacy C.H.E.S.T. Fund Reserve (3.24320), for the projects as approved by the Bobcaygeon Legacy C.H.E.S.T. Fund Grant Committee at its meeting of November 1, 2017 as follows:

Boyd Heritage Museum	\$ 1,305.00
Bobcaygeon Skating Club	\$ 2,067.89
Ontario Open Fiddle and Step	\$ 2,531.00
Bobcaygeon Music Council	\$ 11,000.00
Bobcaygeon Canada Day Committee (Sponsor Royal Canadian Legion Br. 239)	\$ 13,274.34
Bobcaygeon Chamber of Commerce	\$ 10,000.00
Kinette Club of Bobcaygeon	\$ 2,000.00
Bobcaygeon and District Horticultural Society	\$ 2,500.00
Impact 32 (Sponsor Kawartha Works Community Co-operative Inc.)	\$ 10,700.00
Kawartha Settlers Village	\$ 13,996.93
Bobcaygeon Senior Citizens Centre Inc.	\$ 6,547.00

THAT \$4,925.85 (10% of interest earned) be retained in the principle of the Bobcaygeon Legacy C.H.E.S.T. Fund Reserve (3.24320) for inflationary growth of the fund;

Department Head: _____

Financial/Legal/HR/Other: _____

Chief Administrative Officer: _____

THAT the estimated balance of \$69,475.88 not distributed through the 2018 allocation be made available for funding disbursement in a future year.

Background:

The Bobcaygeon Legacy C.H.E.S.T. Fund Grant Committee met to review and recommend applications for the disbursement of 2018 funding.

All applications were received at the Bobcaygeon Service Centre prior to the posted deadline. Applications were reviewed for completeness based on the application checklist.

Each Committee Member was provided a copy of each application along with the application checklist for the use in preparation for the application review meeting held on November 1, 2017.

The recommendations drawn from the minutes of the meeting form the basis for the findings of this report.

Rationale:

Total interest earned up to September 2017 has been estimated at \$49,258.54. The committee remains committed to the retention of earnings for inflationary growth of the fund. For this purpose (10%) \$4,925.85 of interest earned in 2017 will be allocated directly to the principle of the fund. There is a balance of \$101,065.35 of unallocated funds from previous years, as a result total funding available for the 2018 distribution was established at \$145,398.04.

There were 11 applications submitted, with a total request of \$86,890.40. All applications have been reviewed by the committee, and as a result six (6) applications are recommended to receive full funding, and five (5) applications are to receive partial funding, for a total allocation of \$75,922.16.

The table below outlines the funds requested by organizations and the funding recommended by the Bobcaygeon Legacy C.H.E.S.T. Fund Grant Committee:

Community Group	Project	Amount Requested	Recommend
Boyd Heritage Museum	August Antique Show (hall rental and tables)	\$1,305.00	\$1,305.00
Bobcaygeon Skating Club	Skaters Ice Show (ice show expenses)	\$2,067.89	\$2,067.89
Ontario Open Fiddle and Step	Fiddle and Step Event (arena and chair rental, sound and lighting)	\$4,531.00	\$2,531.00
Bobcaygeon Music Council	Summer Music Camp (music instructors)	\$11,000.00	\$11,000.00

Bobcaygeon Canada Day Committee (Sponsor Royal Canadian Legion Br. 239)	Canada Day Expenses (fireworks, bands, parade, floats, entertainment and other)	\$15,000.00	\$13,274.34
Bobcaygeon Chamber of Commerce	Unlock the Summer Event (band entertainment)	\$10,000.00	\$10,000.00
Kinette Club of Bobcaygeon	2018 Santa Claus Parade (band entertainment)	\$2,000.00	\$2,000.00
Bobcaygeon and District Horticultural Society	Water Maintenance	\$5,000.00	\$2,500.00
Impact 32 (Sponsor Kawartha Works Community Co-operative Inc.)	Hanging baskets, water maintenance, fall décor and marketing)	\$15,000.00	\$10,700.00
Kawartha Settlers Village	Henderson House Improvements (insulation, window replacement and exterior painting)	\$13,996.93	\$13,996.93
Bobcaygeon Senior Citizens Centre Inc.	Kitchen counter tops, new sink tap and accessibility ramp	\$6,989.58	\$6,547.00
Total Requests	11	\$86,890.40	\$75,922.16

Other Alternatives Considered:

Council could choose to determine different funding allocations, however, this is not recommended in light of Council's decision to have an Advisory Committee make such recommendations.

Financial/Operation Impacts:

Total interest earned up to September 2017	\$ 49,258.54
Retained earnings for inflation protection (10%)	\$ (4,925.85)
Unallocated funds from prior years	<u>\$ 101,065.35</u>
Total available for 2018 distribution	\$ 145,398.04

The total funding recommendation for approved projects is \$75,922.16.

Relationship of Recommendation(s) To The 2016-2019 Strategic Plan:

The recommendations within this report directly align with all Strategic Goals, namely:

- Goal 1 – A vibrant and Growing Economy
- Goal 2 – An Exceptional Quality of Life

- Goal 3 – A Healthy Environment

Review of Accessibility Implications of Any Development or Policy:

N/A

Servicing Implications:

N/A

Consultations:

Bobcaygeon Legacy C.H.E.S.T. Fund Grant Committee

Attachments:

N/A

Department Head E-Mail: cshanks@kawarthalakes.ca

Department Head: Craig Shanks

Department File:

The Corporation of the City of Kawartha Lakes

Council Report

Report Number PRC2018-001

Date: January 30, 2018

Time: 2:00 p.m.

Place: Council Chambers

Ward Community Identifier: ALL

Subject: Fees and Charges – Community Parks

Author Name and Title: Shelley Cooper, Community Partnership and Programs Supervisor

Recommendation(s):

That Report PRC2018-001, **Fees and Charges – Community Parks**, be received; and

That the By-Law to Establish and Require Payment for Fees for Information, Services, Activities and Use of City Property in the City of Kawartha Lakes (#2016-206) be amended to include the proposed changes to Section D-3 Recreation Programs, as outlined in Report PRC2018-001; and

THAT the new User Rates be effective for the 2018 season.

Department Head:_____

Financial/Legal/HR/Other:_____

Chief Administrative Officer:_____

Background:

The Parks, Recreation and Culture Fees and Charges Policy was established to provide guidance to staff and to provide a basis for decision making related to the development, assessment and administration of fees and charges for Parks, Recreation and Culture Division services. Users of the parks have benefited from the establishment of a standardized, fair and equitable fee schedule.

All services and fees provided by the Parks, Recreation and Culture Division were recently incorporated into the Consolidated By-Law to Establish and Require Payment of Fees for Services, Activities and Use of City Property in the City of Kawartha Lakes (#2016-206).

The current By-Law, section D-3 Recreation Programs, outlines a fee schedule for a Park Shelter Daily rate of \$31.75 per day, and a Special Event Daily rate of \$253.75 per day.

Under the current structure these fees would apply to requests based on the location being booked not necessarily the type of event, regardless of the impact.

It is becoming difficult for staff to determine the appropriate fee to charge for services such as: large commercial events, promotional events, fundraising walks/runs, fundraising public barbeques, weddings, fitness classes, performances, etc., as they range in size (number of attendees), duration of the event/activity, and which classification (i.e. Shelter rate or Special Event) should apply.

This report has been written to better define functions for parks bookings and to develop the appropriate fees for those services.

Rationale:

Park Spaces are used for community, private or commercial events which vary greatly in size and to varying degrees of impact on the park and staffing. Large events attract bigger crowds and require more significant staffing for preparation, monitoring and post event clean up, while small events require minimal staffing support.

As a result, staff are recommending that Park Fees are established based on the number of anticipated attendees the event will attract, and availability of the park to the public.

Fees based on the number of people attending events have been established in other municipalities and would allow staff to easily determine an appropriate fee.

The proposed daily fee schedule is outlined in the table below:

Park Space Event Rental

1-50 Attendees	\$31.75 / per day
51-150 Attendees	\$95.25 / per day
151-300 Attendees	\$175.00 / per day
301-1,000 Attendees	\$253.75 / per day
Over 1,001 Attendees	\$379.00 / per day

Staff are also recommending a new fee for Park Activities be added under Section D-3 Recreation Programs of the By-Law, for commercial activities or programs that take place in public parks. Commercial activities would be defined as any person, group, or organization charging fees to clients to conduct organized recreation activities or services on City owned parkland. Types of activities would include but not be limited to: fitness programs, yoga classes and photos.

The recommended fee schedule is outlined in the table below:

Park Activity Rental

Park Hourly Rate	\$19.30 / per hour	Maximum 4 hours per day
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Other Alternatives Considered:

Other options that were considered were to keep the current fee structure. This is not being recommended due to the inequalities and inconsistency in application of current fees. Not all special events require the same amount of staff resources and this should be reflected in the fee structure.

The proposed fee structure will allow for a more consistent application of park permits, and provide staff with better defined fees for events and activities.

Financial/Operation Impacts:

The additional fees would have a modest impact on future operating budgets. It is felt that the additional fees will not impact potential renters because the fees would better reflect the type of event. It is important to note that any informal use of parks spaces will continue to be provided at no cost to the users.

Relationship of Recommendation(s) To The 2016-2019 Strategic Plan:

The recommendations within this report directly align with all Strategic Goals, namely:

- Goal 1 – A Vibrant and Growing Economy

- Goal 2 – An Exceptional Quality of Life
- Goal 3 – A Healthy Environment

Review of Accessibility Implications of Any Development or Policy:

N/A

Servicing Implications:

N/A

Consultations:

N/A

Attachments:

N/A

Department Head E-Mail: cshanks@kawarthalakes.ca

Department Head: Craig, Shanks, Director of Community Services

Department File:

The Corporation of the City of Kawartha Lakes

Council Report

Report Number PRC2018-002

Date: January 30, 2018
Time: 2:00 p.m.
Place: Council Chambers

Ward Community Identifier: All

Subject: 2018 Community Partnership and Development Fund
Allocation

Author Name and Title: Shelley Cooper, Community Partnership and
Programs Supervisor

Recommendation(s):

That Report PRC2018-002, 2018 Community Partnership and Development
Fund Allocation, be received.

Department Head:_____

Financial/Legal/HR/Other:_____

Chief Administrative Officer:_____

Background:

The Community Partnership and Development Fund was developed in 2006 to acknowledge and support the efforts of volunteer/community organizations, provide for the betterment of the City, provide financial assistance and to support four specific initiatives:

- Beautification
- Culture
- Special Events
- Municipal Tax Rebate

This report provides recommendations on the 2018 allocation of these resources.

Rationale:

In 2006, Council supported the creation of the Community Development Partnership and Development Fund Program to be distributed fairly throughout the municipality in four separate categories. In 2015 through the Core Service Review the Community Partnership and Development Fund was directed to continue with an annual budget of \$130,000.00 base on historical allocations.

As per Policy CP2016-008, community groups are invited to make requests for funding in any of the four categories: Beautification, Culture, Special Events, and Municipal Tax Rebate. Each funding category has specific requirements that community groups must meet in order for their application to be considered eligible. The application deadline was October 31, 2017 for 2018 funding. All applications are evaluated based on the established Funding Allocation Criteria. Applications received after October 31, 2017 will be considered in a second allocation on July 31, 2018 if there are remaining funds available.

The **Beautification Fund** is to be distributed for operating expenses with the purpose of enhancement projects intended for downtown/business area streetscapes.

Table 1 outlines funds requested by organizations and the recommendation by staff, and supported by the Director, to the extent the policy allows.

Table 1 – Beautification Funding Allocation – 2018

Community Group	Project	Amount Requested	Amount Recommended
Bobcaygeon Horticultural Society	Gardens	\$2,500.00	\$2,500.00
Burnt River Blooms	Gardens	\$1,500.00	\$1,500.00
Coboconk Horticultural	Hanging Baskets &	\$2,500.00	\$2,500.00

Society	Planters		
Coboconk, Norland & Area Chamber of Commerce	Seasonal Beautification	\$6,501.00	\$2,337.50
Fenelon Falls Chamber of Commerce	Flowers, Flags & Decorations	\$12,000.00	\$12,000.00
Fenelon Falls Horticulture Society	Public Gardens	\$3,075.00	\$3,075.00
Hickory Beach	Village Entrance Signage	\$900.00	\$0.00
Kawartha Heritage	Community Herb Garden	\$1,525.00	\$0.00
Impact 32 - Kawartha Works Community Cooperative	Beautify Bobcaygeon - Hanging Baskets	\$7,500.00	\$7,500.00
Impact 32 - Kawartha Works Community Cooperative	Community Art Sculpture/Mural	\$7,500.00	\$0.00
Kings Bay Residents Association	Island Gardens	\$250.00	\$250.00
Kinmount Committee for Planning & Economic Development	Floral Displays	\$10,000.00	\$10,000.00
Lindsay DBIA	Beautification	\$35,000.00	\$35,000.00
Omemee Horticulture	Village Gardens	\$1,350.00	\$1,350.00
Rotary Club of Lindsay	Elgin Park Signage	\$395.50	\$0.00
Sturgeon Point Association	Gardens	\$500.00	\$500.00
Woodville & District Lions Club	Hanging Baskets	\$5,586.83	\$5,586.93
Total Requests	17	\$98,583.33	\$84,099.43

These funds are to be made available for purchases such as hanging baskets, banners, flowers, etc. in downtown business and key horticultural areas presently maintained by volunteers. It is not intended to be used to fund maintenance expenses and beautification of municipal park properties; this will be funded and maintained by City staff through the operating budget. Horticulture societies and downtown improvement committees are eligible for this funding. Community groups must provide proof of matching funds to be considered eligible for funding and the funds must be used for operational purposes only.

Funding has been recommended based on the established funding criteria and eligible expenses included in each individual application. Details about the projects not recommended for funding are detailed below:

- The request from Hickory Beach for a village entrance sign is not recommended to receive funding as this project does not meet the criteria.
- The request from Kawartha Heritage for a herb garden is not recommended to receive funding as this project does not meet the criteria.

- The request from Impact 32 for a downtown mural is not recommended to receive funding as this project does not meet the criteria.
- The request from the Rotary Club of Lindsay for the Elgin Park sign is not recommended to receive funding as this project does not meet the criteria. Other aspects of this project are recommended to receive funding under the 50-50 Community Capital Project Funding Allocation.

The objective of the **Culture Fund** is to help groups promote their programs and services. Museums and organizations representing the arts community are examples of eligible organizations.

Table 2 outlines funds requested by organizations and the recommendation by staff, and supported by the Director up to the limit of the policy for funding. The maximum funding available per request is \$2,000.00.

Community Group	Project	Amount Requested	Amount Recommended
Globus Theatre	2018 Brochures	\$2,000.00	\$2,000.00
Kawartha Heritage	Historical Speakers Series	\$400.00	\$400.00
Kinmount Committee for Planning & Economic Development	Music In the Park	\$3,000.00	\$2,000.00
Maryboro Lodge: The Fenelon Museum	Promote children's programs	\$1,480.00	\$1,480.00
Victoria County Studio Tour	Brochure	\$2,900.00	\$2,000.00
Total Requests	5	\$9,780.00	\$7,880.00

Funding has been recommended for all applications up to the maximum amount per application.

The **Special Event Fund** is distributed to support locally based community events. The maximum funding under this program is \$500.00 per event.

Table 3 outlines funds requested by organizations and the funding recommended by staff, and supported by the Director, to the extent the policy allows.

Table 3 – Special Event Funding Allocation – 2018

Community Group	Project	Amount Requested	Amount Recommended
Bobcaygeon & Area Chamber of Commerce	Evening of Excellence	\$500.00	\$500.00
Carden Old Tyme Fiddle	Fiddle Contest Prizes	\$500.00	\$500.00

Contest			
Coboconk, Norland & Area Chamber of Commerce	Santa Claus Parade	\$500.00	\$500.00
Hickory Beach	Annual BBQ	\$300.00	\$145.00
Kawartha Heritage	Old Fashioned Christmas	\$500.00	\$500.00
Kawartha Region Arts & Heritage Society	Craft Beer & Food Festival	\$500.00	\$500.00
Kawartha Works Community Cooperative	Lock 34 One day Event	\$500.00	\$500.00
Kinmount CC	Family Events	\$500.00	\$400.00
Kinmount Committee for Planning & Economic Development	Highland Games	\$2,000.00	\$500.00
Maryboro Lodge: The Fenelon Museum	Childrens Toy Event	\$500.00	\$500.00
Omeme & District Lions Club	Santa Claus Parade	\$500.00	\$500.00
Ontario Open Fiddle & Step Dance Contest	Ontario Open Fiddle & Step Dance Contest	\$500.00	\$500.00
Sturgeon Point Association	Civic Holiday Event	\$500.00	\$200.00
Victoria British Car Club	Brits in the Park	\$500.00	\$500.00
Victoria County Plowman's Association	Plowing Match	\$500.00	\$0.00
Woodville & District Lions Club	Woodville Festival Car Show	\$500.00	\$500.00
Woodville Community Festival	Woodville Community Festival	\$500.00	\$500.00
Total Requests	17	\$9,800.00	\$7,245.00

Funding has been recommended based on eligible expenses provided in the application.

- The Victoria County Plowman's Association application for the International Plowing event is not being funded at this time as the application does not provide detailed information on expenses to determine eligibility.

The **Municipal Tax Rebate Program** is limited to one funding request per property per calendar year, this fund is a historic practice available only to those community organizations that provide recreational services or facilities to the general public and have traditionally (pre-amalgamation) received a municipal tax rebate on their taxes with the exception of the education tax. This initiative assists organizations that provide recreation through privately owned community facilities; some of which would perhaps see the facilities fall to City ownership if this assistance were not provided.

Table 4 outlines the funds requested by organizations based on their 2017 final tax bill and the funding recommended by staff, and supported by the Director, to the extent the policy allows.

Community Group	Amount Requested
Bethany Athletic Society	\$2,382.91
Dunsford Community Centre	\$7,562.23
Pontypool Community Centre	\$1,646.41
Southview Cameron New Horizons Seniors	\$1,618.96
4	\$13,210.51

Four applications were received for Municipal Tax Rebate Funding. These groups are being recommended for funding per the Council Policy. It should be noted that the final funding amounts will be slightly higher based on each community group's 2018 Final Tax bill.

Summary, a total of 43 applications were received requesting \$131,373.84 in funding through the Community Partnership and Development Fund. The total funds to be distributed to qualifying groups at this time are \$112,434.94. The funding allocation requests are outlined in Table 5.

	Number of Requests	Total Funds Requested	Total Funds Recommended
Beautification	17	\$98,583.33	\$84,099.43
Culture	5	\$9,780.00	\$7,880.00
Special Events	17	\$9,800.00	\$7,245.00
Municipal Tax	4	\$13,210.51	\$13,210.51
Milestone Special Event		\$0.00	\$0.00
CPDF	43	\$131,373.84	\$112,434.94

Following Council's receipt of this report, each organization will receive a confirmation letter that shall include provisions to ensure that all liabilities, insurance, permits and permissions required for each individual project have been met in accordance with City policy. A form of reconciliation from each organization must be returned to the City for the purpose of project audits.

Other Alternatives Considered:

The allocations recommended follow the Community Partnership and Development Fund Policy CP2016-008 and attempt to support the maximum number of organizations/projects within existing approval levels.

Financial/Operation Impacts:

The recommendations within this report allow for the allocation of the 2018 Community Partnership and Development Fund Program Initiative as per the policy and within the budget of \$130,000.00. The remaining funds totaling \$17,565.06 will be allocated as per policy during the second funding allocation phase.

Relationship of Recommendation(s) To The 2016-2019 Strategic Plan:

The recommendations within this report directly align with all Strategic Goals, namely:

- Goal 1 – A Vibrant and Growing Economy
- Goal 2 – An Exceptional Quality of Life
- Goal 3 – A Healthy Environment

Review of Accessibility Implications of Any Development or Policy:

N/A

Servicing Implications:

N/A

Consultations:

Funding requests from various community groups.

Attachments:

N/A

Department Head E-Mail: cashanks@kawarthalakes.ca

Department Head: Craig Shanks

Department File:

The Corporation of the City of Kawartha Lakes

Council Report

Report Number PRC2018-003

Date: January 30, 2018
Time: 2:00 p.m.
Place: Council Chambers

Ward Community Identifier: All

Subject: 2018 50/50 Community Project Capital Fund Allocation

Author Name and Title: Shelley Cooper, Community Partnership and Programs Supervisor

Recommendation(s):

That Report PRC2018-003, 2018 50/50 Community Project Capital Funding Allocation, be received;

Department Head:_____

Financial/Legal/HR/Other:_____

Chief Administrative Officer:_____

Background:

The 50/50 Community Project Capital Funding Initiative has been operating since 2003. The Parks, Recreation and Culture Division has partnered with community groups to successfully complete over 200 community projects over the past fifteen years. Enhancements to local parks, community centres and sports fields have been completed through local volunteer efforts and funding received through the 50/50 Community Project Capital Funding Initiative.

This report provides recommendations on the 2018 allocation of these capital resources.

Rationale:

The intent of this report is to allocate the 2018 50/50 Community Project Capital Funding Initiative in a timely manner in order to allow our community partners enough time to successfully complete their projects during the calendar year. While policy provides for approval from the Director, this report will also share with Council the funding requests received, and the planned allocations so Council is aware of initiatives occurring throughout the City.

As per the 2018 budget total funding available for distribution in 2018 is \$80,000.00. Policy CP2016-009 invites Community Groups to make one application per year to a maximum of \$7,500.00 with a minimum 50% of funding being contributed by their organization. The application deadline was October 31, 2017 for 2018 projects. All applications have been evaluated based on the established funding criteria.

A total of thirteen applications were received by the deadline. Eleven projects are being recommended to receive funding. As stated in the policy, organizations that missed the deadline of October 31, 2018 may submit applications requesting funding until July 31, 2018.

Table 1 outlines the funds requested by the organizations and the funding recommended by staff, and supported by the Director.

Table 1 – 50/50 Community Project Capital Funding Allocation – 2018

Community Group	Project	Amount Requested	Recommended Amount
Board of Management Burnt River Community Centre	Skating Rink	\$6,313.91	\$6,313.91
Coboconk, Norland & Area Chamber of Commerce	Grade access point to Mill Pond Dock /Repair Steps	\$7,500.00	\$7,500.00

Fenelon Theatre Marquee Restoration	Refurbish Fenelon Marquee Sign	\$7,500.00	\$0.00
Janetville Community Centre Volunteer Management Board	Accessible Washrooms	\$5,000.00	\$5,000.00
Kawartha ATV Association	Sommerville Tract Forest Trails	\$7,500.00	\$7,500.00
Kawartha Heritage	Picnic Tables, Display Cabinets & Crowd Control barriers	\$4,950.00	\$0.00
Kawartha Lakes Soccer Club	Irrigation, resurfacing and goals at Optimist Park	\$7,500.00	\$7,500.00
Kinmount Community Centre	blinds, kitchen island, cupboards, new commercial stove	\$7,500.00	\$7,500.00
Kinmount Committee for Planning & Economic Development	Railway Station Exterior	\$7,500.00	\$7,500.00
KL Disc Golf	Memorial Park Disc Golf Course	\$7,485.00	\$7,485.00
Rotary Club of Lindsay	Elgin St. Splash Pad	\$7,500.00	\$7,500.00
Sturgeon Point Association	Replace Swim Raft, Dock repair	\$6,488.39	\$2,500.00
Valentia Community Centre	Upgrade electrical panel, automatic doors, appliances, washrooms	\$7,500.00	\$5,847.50
Total Requests	13	\$90,237.30	\$72,146.41

Funding has been recommended based on the information provided in each application and the eligible capital funding project criteria.

- Fenelon Theatre Marquee Restoration Committee is not recommended to receive funding as this project does not meet the eligible funding criteria.
- Kawartha Heritage is not recommended to receive funding as the project does not meet the eligible funding criteria.

Following Council's receipt of this report, each organization will receive a confirmation letter that shall include provisions to ensure that all liabilities,

insurance, permits and permissions required for each individual project have been met in accordance with City policy. A form of reconciliation from each organization must be returned to the City for the purpose of project audits.

Other Alternatives Considered:

The allocations recommended follow the Community Partnership and Development Fund Policy CP2016-008 and attempt to support the maximum number of eligible projects within existing approval levels.

Financial/Operation Impacts:

The recommendations within this report allow for the allocation of the 2018 50/50 Community Project Capital Funding Initiative as per the policy and within the budget of \$80,000.00.

Upon distribution of the recommended funding, the 2018 50/50 Community Project Capital Funding Initiative will have a balance of \$7,853.59 in remaining funds. This funding can be distributed in a second round, for applications received after the deadline as per Policy CP2016-009.

2018 Funding Available	\$80,000.00
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2018 Recommended Allocation	\$72,146.41
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Total 2018 Funding Remaining	\$ 7,853.59
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Relationship of Recommendation(s) To The 2016-2019 Strategic Plan:

The recommendations within this report directly align with all Strategic Goals, namely:

- Goal 1 – A Vibrant and Growing Economy
- Goal 2 – An Exceptional Quality of Life
- Goal 3 – A Healthy Environment

Review of Accessibility Implications of Any Development or Policy:

N/A

Servicing Implications:

N/A

Consultations:

Funding requests from various community groups.

Attachments:

N/A

Department Head E-Mail: csbanks@kawarthalakes.ca

Department Head: Craig Shanks

Department File:

The Corporation of the City of Kawartha Lakes

Council Report

Report Number PUR2018-001

Date: January 30, 2018
Time: 2:00 p.m.
Place: Council Chambers

Ward Community Identifier: All

Subject: Request for Proposal 2011-28-OP Waste and Recyclables
Collection Renewal

Author Name and Title: Marielle van Engelen, Buyer
Shayne Hartin, Supervisor, Solid Waste Services

Recommendation(s):

RESOLVED THAT Report PUR2018-001, **2011-28-OP Waste and Recyclables Collection Renewal**, be received;

THAT the City award the first and second one-year extensions for Waste and Recyclables Collection with Miller Waste Systems Inc., from September 24, 2018 to September 23, 2020;

THAT the agreement with Miller Waste Systems Inc. be amended to remove section 17.2 Diesel Fuel Price Adjustment;

THAT due to an increase in recycling material resulting from the Clear Bag Program, Miller Waste Systems Inc. be compensated for additional haulage costs at a rate of \$513.48 per load in excess of an average of 604 loads per year;

THAT Miller Waste Systems Inc. be compensated for additional vehicle maintenance costs at an annual rate of \$59,000; and

THAT the Mayor and Clerk be authorized and directed to execute all associated documents related to the extension of the Waste and Recyclables Collection Program.

Department Head:_____

Financial/Legal/HR/Other:_____

Chief Administrative Officer:_____

Background:

At the Council Meeting of July 26, 2011, Council adopted the following resolution:

Karen Buckley, Buyer
2011-28-OP Waste and Recyclables Collection

T-FIN2011-038

MEMORANDUM

(Referred from the July 12 Council Meeting – Item 10.3.5)

Moved by Councillor Macklem , seconded by Councillor McGregor,
RESOLVED THAT Report T-FIN2011-038, "2011-28-OP Waste and Recyclables Collection", be received;

THAT the highest scoring proponent, Miller Waste Systems Incorporated, of Markham, be selected for the award process for Request for Proposal 2011-28-OP for Waste and Recyclables Collection;

THAT subject to receiving a favourable final and best proposal and receipt of the required documents, the Mayor and Clerk be authorized to execute the contract with the expiry date of 2018, with the option to renew for one year, 2019 and the option to renew for a second year, 2020, to award this Request for Proposal; and

THAT a by-law be forwarded to authorize the execution of the agreement between Miller Waste Systems Incorporated and the City of Kawartha Lakes for Waste and Recyclables Collection.

CARRIED CR2011-933

This report addresses the option to renew the contract per the resolution above.

The City has developed a positive working relationship with Miller Waste Systems Inc. (Miller) over the initial term of the contract. During this time, the City implemented a Clear Bag Waste Collection program which resulted in an approximate 11% increase of curbside recycling material and an approximate 20% reduction in the amount of curbside waste sent to the landfill. Miller Waste Systems Inc. worked with the City to ensure the successful implementation of the program. In addition, Miller Waste Systems Inc. has helped develop and participate in a semi-annual curbside battery collection program at no cost to the City. The City is satisfied with the performance of Miller Waste System Inc. Considering the anticipated changes in legislation, and in working in good faith, staff recommends extending the current contract for a two-year period in accordance with the terms outlined in this report.

In November 2016, the Waste Diversion Act was repealed and replaced by the Waste-Free Ontario Act, which includes both the Waste Diversion Transition Act and the Resource Recovery and Circular Economy Act. Subsequently, in August 2017, the Ontario Minister of The Ministry of Environment and Climate Change (MOECC) issued a letter directing Stewardship Ontario and the Resource Productivity and Recovery Authority (the Authority), to prepare an amended Blue Box Program Plan by February 15, 2018.

The amended plan will transition the program from its current shared cost model to full producer responsibility pursuant to Section 13 of the Waste Diversion Transition Act (WDTA). Stewardship Ontario's proposal for the amended plan must be developed jointly with the Authority in consultation with stewards, municipalities and other key stakeholders.

The amendment to the Blue Box Program will change how the City operates its recycling program and what products are collected. The new legislative changes are intended to ensure that the producers of the recyclable materials will be responsible for 100% collection and material recovery costs. Currently the City is funded 50% for recyclables collection and processing. As a result of the legislation, our existing contract for the collection of waste and recyclables with Miller Waste Systems Inc. and the material recovery contract with Northumberland will be impacted. As the province has yet to finalize the program's details, the extent of how this will affect the collection of recyclables is unknown.

Although it is expected that the province will draft and post the amendment for public comment on the Environmental Registry in February 2018, it could take some time before the amendment is passed. This timing is dependent on public and private input and the MOECC's consideration of this input. Therefore, until the MOECC has reviewed the public comments, what the final amendment will actually look like remains unknown. In the interim, it would be difficult and potentially very expensive for a municipality to tender a short-term contract for collection not knowing what actual details the law will require.

In discussions with Stewardship Ontario and the Association of Municipalities of Ontario (AMO), they have advised municipalities with collection contracts ending in the next year or two to extend their existing collection contracts for a one to two-year period. This should allow sufficient time for the new legislation and transition process to be developed. As a result, additional costs associated with terminating a contract no longer in compliance with current legislation will be avoided. A short term extension will also allow for a timely transition into the new collection and recovery process which is eligible for 100% funding, ensuring that the City does not jeopardize the opportunity for full funding.

The City has engaged in preliminary discussions with Miller regarding the extension of the current contract. It is important to note that Miller's service delivery performance has been excellent throughout the duration of their contract (which ends September 23, 2018). In particular, Miller Waste has been very cooperative in working with the City for the successful implementation of the Clear Bag program.

Implementation of the Clear Bag program has changed the ratio of waste to recycled material collected; the amount of recycled material collected and being hauled to the Material Recovery Facility (MRF) in Northumberland has increased by approximately 11%.

The original portion of the contract for transportation of recyclables to the MRF utilized historical quantities for bidders to provide a lump sum contract amount (\$310,145.54). Due to the clear bag program, the number of trips to the MRF has increased thereby costing Miller Waste Systems Inc. additional expense.

The Rationale section provides supporting documentation for the recommendations in this report.

Rationale:

In discussions with Miller regarding the contract extension, they mentioned several factors over which they have no control, that have impacted the viability of the contract. They have asked the City to work with them in good faith in order to continue the positive working relationship.

Using the average cost per load as calculated by the City, Miller has requested compensation for each load of recycling material delivered to the MRF in excess of the quantity identified in the original contract. The City's estimate is \$513.48 per truck, which is based on a three-year annual average of 604 loads per year transported to the MRF at the given annual cost of \$310,145.54. The implication of this change depends on the amount of recycled material requiring transfer to the MRF. The projected amount is approximately \$34,000 per year starting September 24, 2018, based on an additional 66 truckloads per year going to the MRF. Although there are additional costs for transportation to the MRF, the extra costs are easily justified through deferred utilization of landfill space. At an annual average of 6618.32 tonnes per year of recyclables going to the MRF via 604 truckloads, each truckload contains approximately 11 tonnes. An additional 66 truckloads per year as a result of the clear bag program, would equate to approximately 726 tonnes of recyclables not going to landfill from just curbside collection. At \$150/tonne, deferred landfill space savings are valued at \$109,000 per year for just curbside collection. If we also factor in the additional consumer and commercial recycling drop-off at the landfill as a result of the clear bag program, and the fact that overall landfill tonnages have been reduced by 20%, the total deferred landfill space savings are significantly higher and exceed \$500,000 (half a million dollars) per year.

Miller Waste Systems Inc. also expressed concern that the trucks used for this contract are nearing the end of their life cycle. Trucks in this condition have increased maintenance costs. Miller will not replace those vehicles without a longer-term commitment from the City. Therefore, working in good faith, the City is proposing to share 50% of the projected \$118,000 increase in annual maintenance costs (\$59,000 per annum each).

Lastly, Miller has requested that the City consider removing section 17.2.1, Diesel Fuel Price Adjustment, from the contract. This item was not a requirement in the original request for proposal (RFP) but was included in Miller's RFP submission as an added value feature. The diesel fuel price adjustment was

based on the percentage change in fuel costs calculated by comparing the price paid by the City of Kawartha Lakes for its own fuel on the date of the commencement of the contract, September 26, 2011, to the current price of fuel. The price would be adjusted positively or negatively on a quarterly basis. Over time, the cost of fuel has increased and adjusting pricing, using rates from 2011 as a basis, has been providing the City with a credit each quarter. As such, staff agrees with removal of this clause.

Staff recommends that the City award the first and second one-year extensions for Waste and Recyclables Collection, with Miller Waste Systems Inc., from September 24, 2018 to September 23, 2020 in accordance with the recommendations of this report.

Other Alternatives Considered:

Through the preparation of this report, several alternatives were reviewed however staff is confident that the preferred recommendation is in the best economic interest of the City. As such, there are no other viable alternatives for recommendation.

Staff reviewed the possibility of extending the Miller contract one year at a time (with another report to council in 2018), however there are risks associated with this approach in relation to the legislative changes coming in the near future. As such, it was considered more secure for the City to have a locked-in contract with firm pricing for two (2) years. With legislated changes approaching, Staff is heeding the recommendation of the AMO to enter into the proposed contract extension until the details of the program are known.

Staff did consider tendering the collection contract for a short-term period of two years until the legislative changes became clearer. However, if a firm bid on a short two-year collection contract, they would have to charge significant additional costs to rationalize a new fleet of trucks dedicated to the City despite having no certainty of a long-term commitment from the City.

Having reviewed the merits and drawbacks of the above two alternatives, staff cannot support them and are recommending extending the existing current contract for two years as it is fair to Miller. This is in alignment with the original Council resolution and is deemed to be the most economical option for the City in the interim.

Financial/Operation Impacts:

The annual cost associated with the extension is funded through the 2018/2019 Operating Budget. Staff has accounted for the price increase within the 2018 operating budget; there is no additional impact from the extension of the contract. In 2017 the operational budget for garbage, recycling and yard waste was \$3,387,940. Staff is recommending approval of the additional costs of

transporting the recycling to the MRF (estimated at \$34,000), and the additional maintenance costs (\$59,000), for a total of \$93,000. This works out to a 2.7% percent increase in the total budget which is minor in comparison to the significant savings in deferred landfill space that the City continues to realize through the recycling initiatives implemented over the past year.

Relationship of Recommendation(s) To The 2016-2019 Strategic Plan:

The recommendations in this report are consistent with Council's Adopted Strategic Plan, namely, Goal 3 – A Healthy Environment.

The recommendations will ensure that waste and recyclables are collected throughout the municipality in an environmentally compliant manner meant to ensure a healthy environment. As well, the recommendations will make certain that litter is minimized and landfill capacity is maximized. This will ensure the sustainability of waste management services for the public while remaining consistent with the City's Integrated Waste Management Strategy (Action item 3.1.2 under Healthy Environment).

Servicing Implications:

In order to facilitate efficiencies in the collection of increased recycling material, Miller Waste System Inc. has suggested a slight change to the waste and recycling pick up boundaries. This change will impact approximately 630 stops by moving those stops to a different day of the week. This change is proposed to take effect in the 2019 calendar year. A communication plan will be developed well in advance to ensure the residents affected are well-informed of the change. This change will also be reflected in the 2019 Recycling and Waste Calendar.

Consultations:

Manager of Environmental Services

Department Head E-Mail: brobinson@kawarthalakes.on.ca

Department Head: Bryan Robinson

Department File: 2011-28-OP

The Corporation of the City of Kawartha Lakes

Council Report

Report Number PUR2018-002

Date: January 30, 2018
Time: 2:00 p.m.
Place: Council Chambers

Ward Community Identifier: 16

Subject: 2017-52-CT Pinewood Drinking Water System Well No 5 Construction

Author Name and Title: Launa Lewis, Supervisor of Financial Services

Recommendation(s):

That Report 2017-52-CT, **2017-52-CT Pinewood Drinking Water System Well No 5 Construction**, be received; and

That G. Hart & Sons Well Drilling Ltd. Of Fenelon Falls, be selected for the award for Request for Tender 2017-52-CT Pinewood Drinking Water System Well No 5 Construction for the total tendered amount of \$168,297; and

That additional funding of \$111,900 be allocated to project 998160501 from the Water Infrastructure Renewal reserve to fund the budget shortfall; and

That subject to receipt of required documents, the Mayor and Clerk be authorized to execute the contract to award this project; and

That Financial Services be authorized to issue a purchase order.

Department Head:_____

Financial/Legal/HR/Other:_____

Chief Administrative Officer:_____

Background:

The residential community of Pinewood, located east of Highway 35 north of Pontypool within the former Township of Manvers, is served by three groundwater production wells (Well #2, #3 & #4). The wells except well #4 have historically experienced deterioration in pumping yield and have undergone numerous groundwater investigations, pumping tests and rehabilitation efforts to restore well capacity. Well #1 was originally drilled in 1974 but decommissioned due to deterioration in pumping yield and inability to restore well capacity through rehabilitation efforts. Although the shallower wells #2 and #3 provide some supply augmentation, they are not sufficient to meet the daily demand. Due to the low yield issues, these wells are currently relied upon for back up purposes only. Therefore, the impact of operating on one well is a high risk and any planned/unplanned maintenance on well #4 requires water to be hauled in.

The Ministry of Environment and Climate Change (MOECC) has recommended considering rehabilitation of wells #2 and #3 so they can be put back into production or abandoning them and drilling a new production well.

The Request for Tender 2017-52-CT was released and advertised in accordance with the Purchasing Policy. The tender closed on Thursday October 26, 2017 and was opened in public by Councillor Pat Dunn and Marielle van Engelen, Buyer.

Results of Opening:

Tender Received From	Total Quoted Amount for 150 mm well (including HST) As Read at the Public Opening
G. Hart & Sons Well Drilling Ltd. Fenelon Falls	\$124,100.00

Provisional items for 200 mm well construction and decommissioning of existing wells were requested for the City to evaluate and consider when awarding.

An irregular result occurred as fewer than three competitive tenders were received. Two companies attended the mandatory site meeting. Only G. Hart & Sons Drilling Ltd. ("Hart") submitted a bid. Gerrits Drilling & Engineering Ltd. issued notice of no bid as their schedule would not permit them to complete as specified.

The only tender received from Hart was over budget. Azimuth Environmental Consulting Inc. ("Azimuth"), who was hired for design and contract administration of the project, reviewed the tender results and in their opinion the rates provided in the bid seem reasonable and are in keeping with contemporary standards. Azimuth also believes that the City is unlikely to get a quotation much different than the submitted tender if it were to re-tender this work program in the foreseeable future.

Hart has a sound reputation in the drilling industry and has the expertise to complete technically challenging projects. Azimuth endorses the acceptance of the tendered bid from Hart and feels that the City is obtaining a sound and experienced practitioner with a good reputation at a reasonable/fair price.

Tender was reviewed for compliance to the tender document and G. Hart is registered with the City's Vendor Management Program.

Rationale:

The design and necessary studies have been completed and the required permit/approval applications to MOECC have been submitted and are in process.

Staff recommends G. Hart & Sons Well Drilling Ltd. Of Fenelon Falls, be selected for the award for Request for Tender 2017-52-CT Pinewood Drinking Water System Well No 5 Construction for the total tendered amount including 13% HST of \$168,297 so that the construction can be carried out and the City be compliant with the MOECC recommendation.

Other Alternatives Considered:

No other alternative is being considered.

Financial/Operation Impacts:

Funds for the design and construction of the Pinewood Well Replacement are allocated in the 2016 Water and Wastewater Capital Budget and the details are noted in the Table below.

Capital Project	Capital Project Budget	Other Committed Funds*	Capital Project Balance	Tender Amount (incl. HST)**	HST Rebate	Contingency (15%)	Total Tender Cost	Remaining Budget
998160501	\$140,000	\$75,040	\$64,960	\$168,297	(\$16,740)	\$25,245	\$176,802	(\$111,842)

*Other committed funds include design, construction administration and inspection services by the consultant and internal staff time/wages, which break down as follows:

Design, CA & Inspection	\$ 60,040 [includes non-recoverable HST]
Staff time	<u>\$ 15,000</u>
Total Committed funds	\$ 75,040

**Tender amount is for 200 mm well construction including decommissioning of existing wells. The larger well will provide longevity and produce sufficient water.

Currently, the project has a budget deficit in the amount of \$111,842. Staff recommend that an additional \$111,900 be allocated to 998160501 – Pinewood Well Replacement from the Water Infrastructure Reserve to fund the budget shortfall.

Water and wastewater capital projects do not close with a surplus, only the amount required is funded based on costs incurred. Therefore these projects will close with a zero balance in the capital close report. The balance of the Water Infrastructure Reserve will be \$1,864,232 following the transfer of funds to cover the budget shortfall on this project.

Relationship of Recommendation(s) To The 2016-2019 Strategic Plan:

Tender 2017-52-CT – Pinewood Drinking Water System Well No 5 Construction aligns with the Corporate Strategic Goals "A Vibrant and Growing Economy", "An Exceptional Quality of Life", and "A Healthy Environment".

This Water Capital Project directly aligns with these strategic goals by:

- Enabling efficient infrastructure and asset management;
- Ensuring the protection and enhancement of water quality.

Consultations:

Senior Engineering Tech.,
Supervisor, Infrastructure Design and Construction,
Supervisor, Water and Wastewater Operations,
Finance Coordinator,
Azimuth Environmental Consulting Inc.

Department Head E-Mail: jrojas@kawarthlakes.ca

Department Head: Juan Rojas, Director of Engineering and Corporate Assets

Department File: 2017-52-CT

The Corporation of the City of Kawartha Lakes

Council Report

Report Number PUR2018-003

Date: January 30, 2018

Time: 2:00 p.m.

Place: Council Chambers

Ward Community Identifier: All Wards

Subject: Tender 2013-71-OT for the Operation and Maintenance
Services Agreement for Water and Wastewater Treatment
Facilities

Author Name and Title: Marielle van Engelen, Buyer
David Kerr, Manager of Environmental Services

Recommendation(s):

That Report PUR2018-003, **2013-71-OT for the Operation and Maintenance Services Agreement for Water and Wastewater Treatment Facilities**, be received; and

That the option to renew Tender 2013-71-OT for the Operation and Maintenance Services Agreement for Water and Wastewater Treatment Facilities for an additional term of two (2) years, with an annual Consumer Price Index (CPI) increase, until February 28, 2021 with Ontario Clean Water Agency, be approved; and

That the Purchasing Division be authorized to issue a Purchase Order.

Department Head:_____

Financial/Legal/HR/Other:_____

Chief Administrative Officer:_____

Background:

As background, the Ontario Clean Water Agency (OCWA) is an Agency of the Crown and that does not operate like a private company. OCWA is a licensed operating authority and is currently under contract to operate and maintain twenty (20) of the City's twenty-one (21) municipal drinking water plants and all six(6) of the City's wastewater plants. OCWA also operates and maintains the pumping stations, standpipes and water towers associated with the plants. City Staff operate and maintain the underground water distribution and wastewater collection pipes for all systems and Lindsay/Oakwood drinking water treatment system.

OCWA's operation and maintenance work is administered through a five (5) year contract with the City which will be expiring February 28th, 2019. The contract is worded such that there are two-2 year optional extensions to this contract. Staff are recommending that Council consider approving the first two (2) year extension based on the good service that the City has received from OCWA. The following text provides a chronological history on the OCWA contract and further details to support extending the contract

At the Council Meeting of August 22, 2013, Council adopted the following resolution:

Moved by Councillor Warren, seconded by Councillor Strangway,

RESOLVED THAT Report PUR2013-051, **Operation and Maintenance Services Agreement for Water and Wastewater Treatment Facilities**, be received;

THAT the Confidential Attachment to Report PUR2013-051, **Operation and Maintenance Services Agreement for Water and Wastewater Treatment Facilities**, be received;

THAT Ontario Clean Water Agency of One Young Street, Suite 1700, Toronto, Ontario be selected for the award of Tender 2013-71-OT (including Option 1 - Provisional item A-3) for the Operation and Maintenance Services Agreement for Water and Wastewater Treatment Facilities for the tender price of \$24,098,322.00 over five years plus \$3,132,781.86 HST for a total tendered amount of \$27,231,103.86;

THAT Council be advised of the option to renew for an additional two terms of two years each to be reported prior to the conclusion of the original agreement, and to be approved in accordance with the Table of Authority 4.05 of the Purchasing Policy, should the vendor performance meet the City's requirements;

THAT subject to receipt of the required documents, the Mayor and Clerk be authorized to execute the contract to award this tender;

THAT the Purchasing Division be authorized to issue a Purchase

Order;

THAT the necessary By-law be forwarded to Council for adoption;
THAT the CAO be directed to convene a working committee to meet with representatives of the Ontario Clean Water Agency, staff and a maximum of three (3) members of Council to review efficiencies throughout the term of the agreement; and
THAT the CAO report to Council quarterly to provide updates on efficiencies achieved to the operations during the term of the contract.

CARRIED CR2013-771

Recorded Vote was requested by Councillor McGregor.

Voting Member

Councillor Ashmore		No	
Councillor Campbell			Absent
Councillor Dunn		No	
Councillor Elmslie	Yes		
Councillor Hodgson			Absent
Councillor James		No	
Councillor Junkin	Yes		
Councillor Luff	Yes		
Councillor Macklem	Yes		
Councillor McGregor	Yes		
Councillor O'Reilly	Yes		
Councillor Stauble			Absent
Councillor Strangway	Yes		
Councillor Villemaire	Yes		
Councillor Warren	Yes		
Councillor Yeo			Absent
Mayor McGee	Yes		
Total	Favoured:	10	
	Against:	3	

This report addresses that direction.

On January 14, 2014, a report to Council was approved to add additional Water Treatment Plants to the original contract by way of an amending agreement.

At the Council Meeting of January 14, 2014

Moved by Councillor McGregor, seconded by Councillor Dunn,
RESOLVED THAT Ontario Clean Water Agency of One Yonge Street, Suite 1700, Toronto, Ontario be approved to provide

Operation and Maintenance services (additional to those previously approved August 22, 2013), for the Janetville, Manorview, Woodfield, Pinewood, Victoria Glen and Birch Point Water Treatment Plants;

THAT the Mayor and Clerk be authorized to execute any documents and agreements required by the approval of this agreement; and

THAT the necessary by-law be presented to Council.

CARRIED CR2014-008

On June 23, 2015, a second report to Council was approved to add the Lindsay Water Pollution Control Plant and associated pumping stations.

At the Council Meeting of June 23, 2015

Matters from Closed Session

Staff was given instruction with respect to an amendment to the Operational and Maintenance Services Agreement with the Ontario Clean Water Agency.

At the Council Meeting of July 7, 2015, Council adopted the following resolution:

A by-law to authorize the execution of an Amending Agreement between the Ontario Clean Water Agency (OCWA) and the Corporation of the City of Kawartha Lakes for operation and maintenance services of the Lindsay water pollution control plant and associated pumping stations.

CR2015-792

On June 1, 2016 a third amending agreement was signed to replace tender pricing from a fluctuating annual fee based on specialty maintenance items to a Consumer Price Index (CPI) increase with administrative accounting adjustments. This was done to secure budget stability for the City.

The current contract with Ontario Clean Water Agency (OCWA) is five (5) years which commenced March 1, 2014 and expires February 28, 2019. The contract states that if the City wishes to extend the Term of the Agreement, it shall provide the contractor with one (1) year's prior written notice, at which time the Contractor shall have thirty (30) days to respond in writing. Council approval of the extension is required in accordance with the purchasing policy. Therefore, the City must provide notification to OCWA prior to February 28, 2018 in order to have a continued service contract in place for March 1, 2019. The current request for a 2-year extension would expire on February 28, 2021. A subsequent report would be required prior to the end of February 2020 to review the potential of a further extension under the existing contract.

Vendor Performance has been excellent.

Rationale:

Staff recommends the option to renew Tender 2013-71-OT for the Operation and Maintenance Services Agreement for Water and Wastewater Treatment Facilities for an additional term of two (2) years with Ontario Clean Water Agency. Staff notes that OCWA's vendor performance has been excellent to date. Since 2011, the average inspection rate for OCWA operated facilities is 99.5%. There have been no drinking water non-conformances from external auditors and there have been no provincial orders. There is adequate rationale to support the extension under the current contract.

Through the two year contract extension, Staff plan to continue to review the current hybrid service model (internal vs contracted services) to ensure the City is receiving the best value for its investment. The goal is to ensure an appropriate balance of work ensuring full utilization of internal resources and adequate support for emergency situations.

Other Alternatives Considered:

Other alternatives were reviewed by Staff in preparation of this report. Those include:

1) Single Source

OCWA has submitted a proposal in lieu of a two year extension that a 10 year single source be awarded. There are financial benefits to the municipality identified within this proposal. Over the course of the 10-year proposal, the City would see savings when compared to extending the current contract over the same period in the estimated amount of ~\$547,000.

It should be noted that several municipalities around the province have been faced with similar situations and through their committee evaluations have chosen to enter into long term relationships with OCWA for the services they chose to contract out. For instance, the Region of Peel established an advisory group in 2017 to review contract renewal alternatives and they determined "Based on the finding of the Advisory Group, the preferred option is to negotiate a long term contract with OCWA ...", and "A long term contract would serve as a platform to achieve Peel's long term strategic business initiatives". The Region of Waterloo, City of Stratford and City of Belleville also passed similar resolutions.

Staff would be supportive of Council authorizing Staff to enter into negotiations for a single source for a long term contract similar to the municipalities listed above.

If Council wishes to select this alternative, the Recommendation(s) shall be replaced with the following:

RESOLVED THAT Report PUR2018-003, **2013-71-OT for the Operation and Maintenance Services Agreement for Water and Wastewater Treatment Facilities**, be received;

THAT the Staff be authorized to enter into direct negotiations for a renewed long term contract with the Ontario Clean Water Agency for operation of facilities currently under contract, to commence upon expiry of the existing contract; and

THAT Staff report back to Council for approval of the negotiated terms, or failing successful negotiations, with recommended options for the future operations of the City's water and wastewater facilities.

2) Do not pursue the options to renew and retender

Staff cannot recommend this alternative for several reasons.

The current contract was developed with the intention in mind of extending the contract upon a successful performance evaluation of the contractor. Over the duration of this 5 year contract OCWA has provided excellent service to the City and has ensured regulatory compliance of the water and wastewater facilities in all aspects. They have and continue to serve the Corporation and public well. As their annual cost to the municipality remains stable and in accordance with CPI water and wastewater staff recommend extending their contract for at least 2 years.

The tendering process is costly for the City. During the last tendering process, the City invested approximately \$60,000 for legal and engineering fees to create a tender document and agreement for services.

It is noted that several municipalities who had retained OCWA have recently issued competitive tenders or requests for proposal for operations contracts. OCWA had nine municipal clients that went out to an RFP process from 2014-2016. In four of those nine cases, OCWA was the only bidder. OCWA's has a strong base of satisfied clients with 95% or more renewing their contracts with them as opposed to re-advertising through an RFP process.

No alternative resolutions are provided as this is not a viable alternative when compared to the recommendations in this report.

Financial/Operation Impacts:

Attached as Appendix 'A' to this report is a summary of the annual costs from 2014 – 2017 by facility. These expenses only include those received from OCWA. For each year there is the annual operations fee which was set in the

original contract and is adjusted annually by CPI. There is also additional services which are services performed outside the scope of the agreement and are budgeted on an annual basis.

There is adequate budget within the 2018 operational budget to award the extension of this contract. The long term asset management plan accounts for the annual CPI increased in contract amounts.

Relationship of Recommendation(s) To The 2016-2019 Strategic Plan:

The recommendation in this report contributes to council's adopted strategic plan namely:

Goal 1 -A Vibrant and Growing Economy. OCWA has centralized their operations within the City, having offices in both Bobcaygeon and Lindsay where they service CKL and other municipalities outside of our municipal borders. Through their operations they have added to the economic diversity and employment within the City

Goal 3 - A Healthy Environment. OCWA continues to ensure water and wastewater are treated and meet regulatory limits ensuring public health and a clean environment. The recommendations in this report will ensure this Goal will continue to be met.

Consultations:

Supervisor, Water and Wastewater Operations

Attachments:

Appendix A – OCWA Summary of Costs 2014 - 2017



Appendix A OCWA -
Summary of Costs 2014 - 2017

Department Head E-Mail: brobinson@kawarthalakes.ca

Department Head: Bryan Robinson, Director of Public Works

Department File: 2013-71-OT

	2014			2015			2016			2017	
LOCATION	Annual Operations Fee	Additional Services		Annual Operations Fee	Additional Services		Annual Operations Fee	Additional Services		Annual Operations Fee	Additional Services
Birchpoint	108,913.30	0.00		132,438.56	572.23		133,782.98	216.84		136,393.90	0.00
Bobcaygeon WT	525,853.20	584.79		559,421.20	23,063.55		565,377.04	9,740.88		576,410.75	6,197.76
Bobcaygeon WWT	575,293.56	47,101.39		618,274.84	-54,155.11		624,903.60	18,143.73		637,098.97	635.49
Canadian Shores WT	183,840.04	9,968.99		200,543.80	0.00		202,645.06	9,816.00		206,599.80	0.00
Coboconk WWT	145,889.74	242.66		153,409.01	0.00		154,838.88	0.00		157,860.65	8,443.67
Fenelon Falls WT	486,545.01	1,193.44		517,587.26	536.82		523,093.32	1,271.81		533,301.82	3,439.31
Fenelon Falls WWT	658,999.42	35,639.28		728,869.30	3,083.89		736,520.06	3,027.31		750,893.82	1,712.62
Janetville WT	94,793.20	0.00		96,484.46	0.00		97,463.86	0.00		99,365.92	9,932.47
Kings Bay WT	113,010.88	4,318.19		119,750.74	0.00		121,046.18	0.00		123,408.48	412.70
King's Bay WWT	131,981.00	11,037.03		143,946.70	0.00		145,460.44	0.00		148,299.19	0.00
Kinmount WT	152,144.96	1,052.09		156,453.60	2,411.17		158,121.52	4,784.63		161,207.47	0.00
Lindsay WWT	N/A	N/A		580,131.25	415.18		1,402,757.30	24,828.26		1,430,133.23	38,064.51
Manilla WT	98,276.92	2,158.86		101,279.90	2,070.90		102,364.08	0.00		104,361.74	0.00
Manorview WT	85,505.78	24.84		86,553.94	0.00		87,432.62	0.00		89,138.81	0.00
Mariposa WT	157,642.84	3,394.68		173,298.06	0.00		175,093.28	0.00		178,510.33	0.00
Norland WT	157,375.41	0.00		163,357.00	2,411.17		165,075.00	0.00		168,260.01	0.00
Omeme WT	75,039.54	6,521.36		76,907.94	2,406.57		77,688.62	17,905.05		79,204.76	0.00
Omeme WWT	154,078.34	1,274.99		163,876.06	50,501.60		165,589.88	7,959.92		168,821.46	16,393.06
Pinewood WT	93,535.64	4,163.71		97,497.94	0.00		98,487.62	0.00		100,745.60	0.00
Pleasant Point	119,164.64	5,971.16		125,010.66	0.00		126,315.70	1,074.15		128,780.83	0.00
Sonya WT	98,360.00	0.00		119,856.40	186.56		121,122.88	534.97		123,486.66	0.00
Southview Estates WT	171,373.39	199.70		174,581.76	302.50		176,413.72	0.00		179,856.53	403.50
Victoria Place WT	104,091.21	2,021.94		109,504.77	37,901.19		110,667.60	22,608.58		112,827.46	0.00
Western Trent WT/Palmina	120,978.30	0.00		147,510.96	195.04		149,088.16	2,398.72		151,997.70	18,307.56
Woodfield WT	79,311.28	5,209.78		79,967.20	0.00		80,778.94	496.35		82,355.39	0.00
Woodville WT	120,542.36	166.18		116,649.80	0.00		117,908.66	4,506.52		120,209.84	0.00
	4,812,539.96	142,245.06		5,743,163.11	71,903.26		6,620,037.00	129,313.72		6,749,531.12	103,942.65
	Combined:	4,954,785.02		Combined:	5,815,066.37		Combined:	6,749,350.72		Combined:	6,853,473.77

The Corporation of the City of Kawartha Lakes

Council Report

Report Number PUR2018-004

Date: January 30, 2018
Time: 2:00 p.m.
Place: Council Chambers

Ward Community Identifier:

Subject: Request for Proposal 2017-99-OP Claims Adjusting Services

Author Name and Title: Ashley Wykes, Buyer
Jolene Ramsay, Insurance Risk Management Officer

Recommendation(s):

RESOLVED THAT Report PUR2018-004 for Request for Proposal 2017-99-OP Claims Adjusting Services be received;

THAT Cunningham Lindsey Canada Claims Services Ltd. of Mississauga being the highest scoring proponent be selected for the award of Request for Proposal 2017-99-OP Claims Adjusting Services for a three (3) year term;

THAT the options to renew this contract for an additional two (2), one (1) year terms be approved pending vendor performance and in accordance with the Purchasing Policy; and

THAT subject to receipt of the required documents, the Mayor and Clerk be authorized to execute an agreement for award.

Department Head:_____

Financial/Legal/HR/Other:_____

Chief Administrative Officer:_____

Background:

The City utilizes a full service claims adjusting firm to act on behalf of the City with respect to liability, automobile and property damage claims. The City requires the expertise of a qualified claims adjusting firm to assist with claims investigations, scene/site investigations, damage evaluation, assessment of liability, negotiation and settlement of claims, detailed reporting including recommendations and advice to the City with respect to claims matters. The adjusting firm is required to be available 24 hours a day, 365 days a year to deal with any after-hours emergency response or inquiries. Annually the City outsources approximately 110 claims to an independent adjusting firm with the majority of those claims falling below the City's deductible of \$100,000.00.

The City first issued a Request for Proposal for claims adjusting services in 2013, prompted by the retirement of the former long standing service provider. At that time Proposal 2013-109-OP Claims Adjusting Services was awarded to Cunningham Lindsey Claims Services Ltd. serviced by the Peterborough Branch Office. The service provided and the performance of the adjusting firm and lead adjuster adequately met the requirements of the City leading to the extension of the contract to December 31, 2017.

Request for Proposal 2017-99-OP Claims Adjusting Services was advertised and released in accordance with the Purchasing Policy. The proposal closed on November 16, 2017 and was opened in public by Andy Letham, Mayor and Launa Lewis, Financial Services Supervisor. Three proposals were submitted as outlined in the chart below:

Proposal Submitted by:
DSB Claims
Cunningham Lindsey Canada Claims Services Ltd.
ClaimsPro

Each proposal was reviewed and evaluated based on the criteria set out in the proposal document. Interviews were conducted and references were checked for the highest ranking proponent with no issues identified.

Rationale:

Staff recommends Cunningham Lindsey Canada Claims Services Ltd. of Mississauga be selected for the award of Request for Proposal 2017-99-OP Claims Adjusting Services for a three (3) year term, with an option to renew for two (2) additional one year terms. The optional renewal terms will be utilized based on a satisfactory annual performance and service review.

Other Alternatives Considered:

No other alternatives are being considered, as the highest scoring proponent is being recommended.

Financial/Operation Impacts:

The financing for this service is approved yearly in the Insurance & Risk Management operating budget and is monitored by staff. Historical spending is approximately \$55,000.00 annually for this service. The City pays for only those services required and requested.

Relationship of Recommendation(s) to the 2016-2019 Strategic Plan:

This report aligns with the Strategic Enablers of Fiscal Resource Management and Municipal Service Excellence.

Consultations:

Business Development Manager, Stewart Morrison Insurance Brokers Ltd.
Claims Manager, Frank Cowan Company

Department Head E-Mail: rcarlson@kawarthalakes.ca

Department Head: Robyn Carlson, City Solicitor

Department File: 2017-99-OP

The Corporation of the City of Kawartha Lakes

Council Report

Report Number ED2018-001

Date: January 30, 2018
Time: 2:00 p.m.
Place: Council Chambers

Ward Community Identifier: Ward 3

Subject: Proposed Designation of 15 Cluxton Street in Kinmount, under Part IV of the *Ontario Heritage Act* as a Property of Cultural Heritage Value and Interest

Author Name and Title: Debra Soule, Economic Development Officer, Arts, Culture and Heritage

Recommendation(s):

That Report ED2018-001, **Proposed Designation of 15 Cluxton Street in Kinmount, under Part IV of the Ontario Heritage Act as a Property of Cultural Heritage Value and Interest**, be received;

That the Council endorse Heritage Victoria's recommendation to designate the United Church in Kinmount under Part IV of the Ontario Heritage Act as being of cultural heritage value and interest;

That staff be authorized to proceed with the process to designate the subject property under Part IV of the Ontario Heritage Act, including preparation and circulation of a Notice of Intention to Designate, and preparation of a designating By-law; and

That the designating By-law be presented to Council for its consideration after the notification process has been completed.

Department Head:_____

Financial/Legal/HR/Other:_____

Chief Administrative Officer:_____

Background:

Members of the Heritage Victoria Committee were contacted by the Board of Directors from the United Church, located at 15 Cluxton Street in Kinmount and asked to consider the property for heritage designation.

On October 5, 2017, Heritage Victoria adopted the following resolution:

Moved by Joan Skelton, seconded by Joan Abernathy,
RESOLVED THAT the application for the heritage designation from the Kinmount United Church be received by the Heritage Victoria Committee;
THAT the Heritage Victoria Committee recommend that the Kinmount United Church be considered for designation as a heritage site; and
THAT staff forward a report outlining the recommended designation to Council for their consideration.

CARRIED HV2017-010

This report addresses the direction pertaining to the Kinmount United Church.

On October 5, 2017 the Committee provided staff with an evaluation of the property to confirm that they have visited the site and have recorded the justification for the proposed heritage designation. The site evaluation was completed as per the requirements of the Ontario Heritage Act.

Section 29 of the Ontario Heritage Act provides that upon consultation with its Municipal Heritage Committee and serving Notice of Intention to Designate pursuant to the Act, the Council of a municipality may pass a by-law designating a property within the boundaries of the municipality to be of historic or architectural value or interest. Heritage Victoria is satisfied with the information that it has received and collected for the subject property and the Committee supports designation of the subject property under Part IV of the Ontario Heritage Act.

Rationale:

Section 29, Part IV of the Ontario Heritage Act identifies the following criteria for determining the cultural heritage value of a property and its merit as a designated property:

Architectural Design or Physical Value:

- The structure represents a rare, unique or representative example of an architectural style, expression, material or construction method.

Historical Significance:

- The structure reflects the work of an architect, artist, builder, designer or theorist who is significant to the community.
- The structure has direct association with an event, activity, person, institution or organization that is significant to a community.
- The structure yields information that contributes to understanding a community or culture.

Contextual Value:

- The structure defines, maintains or supports the character of an area.
- The structure is physically, functionally, visually or historically linked to its surroundings.
- The structure is a landmark.

The Kinmount United Church qualifies for municipal heritage designation under the following Ontario Heritage Act designation criteria:

The Kinmount United Church is being recommended for designation on the basis of its architectural value as an example of a building constructed with a balloon framing technique installed in 1867. Interior architectural details that are also protected include the original wood beams, original wood floor, wainscoting and stained glass window. It is also recommended on the basis of its historical significance as the oldest publicly used building and the first place of worship in Kinmount, and for its contextual value as a landmark building situated at the top of “East Hill” in Kinmount.

Other Alternatives Considered:

No other alternatives were discussed.

Financial/Operation Impacts:

There will be advertising costs associated with this application which are covered by the Heritage Victoria Committee’s budget.

Relationship of Recommendation(s) To the 2016-2019 Strategic Plan:

Designation of this property under Part IV of the *Ontario Heritage Act* will enable the fulfillment of the municipality’s Strategic Goals including an Exceptional Quality of Life and a Vibrant and Growing Economy.

Consultations:

Municipal Heritage Committee members

Attachments:

None.

Department Head E-Mail: cmarshall@kawarthalakes.ca

Department Head: Chris Marshall

The Corporation of the City of Kawartha Lakes

Council Report

Report Number ED2018-002

Date: January 30, 2018
Time: 2:00 p.m.
Place: Council Chambers

Ward Community Identifier: All

Subject: Recommended Terms of Reference City of Kawartha Lakes
Drainage Task Force

Author Name and Title: Kelly Maloney, Agriculture Development Officer

Recommendation(s):

RESOLVED THAT Report ED2018-002, **Recommended Terms of Reference City of Kawartha Lakes Drainage Task Force**, be received; and

THAT the Terms of Reference for the City of Kawartha Lakes Drainage Task Force in the form attached as Appendix “A” to Report ED2018-002 be approved and adopted by Council.

Department Head:_____

Financial/Legal/HR/Other:_____

Chief Administrative Officer:_____

Background:

At the Council Meeting of August 22, 2017 Council adopted the following resolution:

CR2017-703

RESOLVED THAT Report ED2017-007, Farm Drainage, be received; and

THAT staff develop a Terms of Reference for Council approval of a Drainage Issues Task Force to review the City's municipal drain program and recommend potential improvements and efficiencies to that program for Council's consideration.

This report addresses that direction.

Rationale:

Staff recommends that Council approve the Terms of Reference as outlined in Appendix A to this report.

The resultant Task Force would provide advice and recommendations to Staff on any appropriate amendments to the City's policies, procedures or management directives which pertain to the implementation of maintenance or installation of new drainage works. The Terms of Reference drafted are in keeping with Council's direction on this matter, and compliant with Council policies governing committees.

Staff will bring forward recommendations for appointments to this Task Force at a future Council meeting.

It is recommended that this Task Force provide their resultant recommendations to Staff. Doing so would not prejudice future positions of City Council or appellants at the Ontario Municipal Board, and would allow appointed Task Force members to operate and provide advice without conflict of interest concerns.

Other Alternatives Considered:

During consultation with staff of the Engineering and Corporate Assets Department, and alternative review mechanism was proposed.

Council could choose to direct the Drainage Board to undertake the review as described in the Terms of Reference, including undertaking a public forum for input by stakeholders and make their report to Staff who would bring forward the Board's recommendation in a Staff report to Council.

Financial/Operation Impacts:

This Task Force does not have an allocated budget and all members are volunteers.

Relationship of Recommendation(s) to the 2016-2019 Strategic Plan:

Establishing and maintaining committees and task forces for stakeholder consultations aligns with Council's strategic priority to provide "Municipal Service Excellence", specifically by providing an open and transparent forum for information exchange and maintaining stakeholder relationships. It also supports the development of a Vibrant and Growing Economy, as improving drainage of farmland improves productivity and economic returns to farmers and other land owners.

Consultations:

Agriculture Development Advisory Board
Supervisor, Technical Services, Engineering and Corporate Assets

Attachments:

Appendix A – Drainage Task Force Terms of Reference



Drainage Task Force
Terms of Reference.c

Appendix B – ED2017-007 Farm Drainage



ED2017-007FarmDrai
nage.docx

Department Head E-Mail: cmarshall@kawarthalakes.ca

Department Head: Chris Marshall

Revised Terms of Reference

NAME: City of Kawartha Lakes (CKL) Drainage Task Force

Mission:

The CKL Drainage Task Force is a volunteer task force appointed by City Council. The Drainage Task Force will provide advice and recommendations to Staff, with the objective of recommending improvements to Policy and/or Management Directive and/or Standard Operating Processes to save time and reduce costs to the landowner and the municipality while supporting an effective municipal drain system and following the Drainage Act.

Objectives:

The objectives of the Task Force are:

- Review the existing policies, procedures and operating processes for establishing and maintaining municipal drains and providing outlets to tile drains relative to the Drainage Act and other legislated mechanisms with a goal to reduce time and cost to landowners and the municipality;
- Improving the drain establishment and maintenance processes would include reviewing practices in other municipalities with similar drainage systems in Ontario to identify a set of best practices for adoption.
- Process improvements should be focused on the customer (landowner) with time and cost as the key factors.

The Task Force will abide by any terms and conditions which may be set out by the City's Council, CAO, Clerk, Solicitor, Auditor and/or Insurer for any activities relating to Task Force business.

Roles and Responsibilities:

Roles and responsibilities of this Task Force include:

1. Compliance with the Municipal Act including the Accountability and Transparency Section;
2. Provide advice and recommendations to Staff respecting process improvements to the City's current Drainage processes;
3. No direct representations of the City to Provincial or Federal Governments; and
4. Follow the by-laws and policies established by Council.

Activities: The following are the activities and responsibilities of the Task Force:

1. To review the existing policies, procedures and operating processes for establishing and maintaining municipal drains and the outlet of tile drains

relative to the Drainage Act and other legislated mechanisms and recommend strategies and improvements for staff consideration.

2. To facilitate a public forum through regular meetings for Council, City Staff, development stakeholders and the public to provide input and comments respecting the CKL Drainage installation and maintenance processes.

Composition:

The Task Force shall have a minimum of six (6) and maximum of eleven (11) members comprised of stakeholders, Kawartha Conservation representation, members of the public, and Council. Of the appointed membership, there shall be a minimum of:

- one (1) member of City Council (maximum of three (3));
- one (1) member representing the Drainage Board
- one (1) member representing the Agriculture Development Advisory Board
- one (1) member representing the Kawartha Region Conservation Authority;
- one (1) member from the drainage industry (maximum of two (2)); and
- one (1) member of the public (maximum of three (3)).

Task Force members will be appointed by Council in accordance with established policy. All appointed voting members may be represented at meetings by a designated alternate. A designated alternate must be formally designated by an appointed member in writing to the Task Force to represent them. Designated alternates must be approved by the Task Force and are subject to all of the requirements and criteria set out in the Terms of Reference.

It is acknowledged that there are no per diems for any Task Force positions and it is acknowledged that none of the above positions shall be paid for their services.

Term of Appointment:

The Drainage Task Force is appointed to make final recommendations to Staff prior to **May 30, 2018**. Members will be appointed until that date.

Resources:

The Engineering and Corporate Assets Department will provide support in the form of advice, day-to-day liaison, information sharing, Task Force secretary role and meeting coordination.

Timing of Meetings:

Meetings will be held on a set day and time as may be determined by the Task Force or at the call of the Chair.

Administration:

Any responsibilities not clearly identified within these Terms of Reference shall be the responsibility of the City of Kawartha Lakes. Council may, at its discretion, change the Terms of Reference at any time. Any changes proposed to these Terms of Reference by the Task Force shall be recommended to Council via the Director of Engineering and Corporate Assets through a report to Council.

Appointment of Officers:

The Task Force shall appoint such executive positions as it deems necessary to ensure its operations, and shall as a minimum, at its first meeting, elect from the membership a chairperson and a vice-chairperson. Engineering and Corporate Assets staff shall serve as the Secretary as a resource to the Task Force.

Meetings:

The Task Force shall hold a minimum of 2 meetings within their term. The Chair shall cause notice of the meetings, including the agenda for the meetings, to be provided to members of the Task Force a minimum of five (5) business days prior to the date of each meeting. Quorum for meetings shall consist of a majority of the members of the Task Force.

Procedures:

Procedures for the meetings of the Task Force shall be governed by Procedural By-law and Legislation or, where both of these are silent, by Robert's Rules of Order.

Closed Meetings:

Closed meetings will not be held by this Task Force.

Agendas and Minutes:

A copy of the Agenda shall be provided to the Clerk's office at the same time it is provided to Task Force Members. Minutes of all meetings of the Task Force shall be forwarded by the Engineering and Corporate Assets Department to the Clerk's Office not later than two weeks after the meeting. Action items requested of staff and/or Council will be brought to the attention of the Engineering and Corporate Assets Department at that time. The Clerk's Office will electronically circulate the minutes to all members of Council for their information. The Clerk's Office will maintain a set of printed minutes on file for public review.

Reports:

Any recommendations of the Task Force requiring Council direction or approval will be forwarded to Council in a formal written report on the City report template.

It will be the responsibility of the Task Force to identify those recommendations to the Engineering and Corporate Assets Department for final preparation of the report.

Conflicts Of Interest:

Members shall abide by the rules outlined within the Municipal Conflict of Interest Act and shall disclose the pecuniary interest to the Secretary and absent himself or herself from meetings for the duration of the discussion and voting (if any) with respect to that matter.

Errors/Omissions:

The accidental omission to give notice of any meeting of the Task Force to its members, or the non-receipt of any notice by any member, or any error in any notice that does not affect its substance, does not invalidate any resolution passed or any proceedings taken at the meeting. Any member of the Task Force may at any time waive notice of any meeting.

Meeting Attendance:

Any member of the Task Force, who misses three consecutive meetings, without being excused by the Task Force, may be removed from the Task Force. The Task Force must make recommendations, by a report to Council, for the removal of any member in accordance with adopted policy. Due to the limited term of appointment for this Task Force, it is expected that members will regularly attend scheduled meetings and/or be represented by an approved designated alternate.

Location of Meetings:

The location of the meetings will be set by the Task Force.

Purchasing Policy:

This Task Force has no purchasing or procurement responsibilities.

Budget:

This Task Force is not responsible for a budget.

Volunteer Positions:

Unless approved by Council, as part of the Terms of Reference or establishing by-law, all Task Force members are considered volunteer positions.

Insurance:

The Task Force shall follow any guidelines and/or recommendations required by the City's insurer.

Dissolution:

At the discretion of Council, the Task Force may be dissolved by resolution of Council, or dissolved upon the mandate of the Task Force being fulfilled.

Expulsion of Member:

The Committee may recommend to Council the expulsion of a member or Council may remove a member for reasons as listed, but not limited to, the member being in contravention of the Municipal Act, the Municipal Freedom of Information and Protection of Privacy Act, the Provincial Offences Act, the Municipal Conflict of Interest Act; disrupting the work of the Committee or other legal issues. The process for expulsion of a member is outlined within Policy Number 028 CAO 002.

The Corporation of the City of Kawartha Lakes

Council Report

Report Number ED2017-007

Date: August 22, 2017
Time: 2:00 p.m.
Place: Council Chambers

Ward Community Identifier: All

Subject: Farm Drainage

Author: Kelly Maloney, Economic Development Officer – Agriculture

Recommendation(s):

RESOLVED THAT Report ED2017-007 Farm Drainage, be received; and

THAT staff develop a Terms of Reference for Council approval of a Drainage Issues Task Force to review the City's municipal drain program and recommend potential improvements and efficiencies to that program for Council's consideration.

Department Head:_____

Financial/Legal/HR/Other:_____

Chief Administrative Officer:_____

Background:

At the Council Meeting of February 7, 2017, Council adopted the following resolution:

CR2017-102

RESOLVED THAT Report ED2017-002, Agricultural Development Advisory Board 2017 Work Plan, be received;

THAT the Agricultural Development Advisory Board 2016 Accomplishments be received; and

THAT the 2017 work plan for the Agricultural Development Advisory Board, be approved.

The first item of the approved Work Plan indicates that the Agricultural Development Advisory Board (ADAB) will review and advise Council and Economic Development on matters related to the agricultural industry to improve economic environment of the agricultural sector and prosperity of the rural areas. The Work Plan also indicates that ADAB will consider drainage issues of concern to the agricultural sector.

At the ADAB Meeting of February 9, 2017, the following motion was passed:

WHEREAS the ADAB Committee has identified that there are concerns being raised that the cost of assessments and reports, installation and maintenance of drains has grown significantly in some cases and is approaching a prohibitive situation; and

WHEREAS there may be improvements which could be made within the policies and mechanisms used by the municipality and its partner agencies; and

WHEREAS this is an issue affecting the local agricultural sector which can be addressed by municipal government, agency partners and landowners to develop a more favourable solution;

THEREFORE BE IT RESOLVED THAT ADAB recommends that Council strike a Drainage Issues Task Force with representation from Council, the Drainage Board, the Agricultural Development Advisory Board, and staff from the Engineering Department, including the Drainage Superintendent, and from the Kawartha Region Conservation Authority to review the current drainage program, policies and industry best practices to develop recommendations for council to reduce costs and shorten timelines for delivery of the program and services.

The Director of Engineering requested an opportunity to meet with ADAB regarding the current drainage program. Juan Rojas attended the ADAB meeting of April 13, 2017 and reviewed the current drainage policies and application

procedures. Committee members were also asked to review the policy documents for a further discussion at their June meeting.

At the June 27, 2017 meeting of ADAB, the following motion was passed:

WHEREAS the ADAB committee has consulted with the Director of Engineering and reviewed the municipal drainage policies, ADAB recommends that Council strike a Drainage Issues Task Force to develop recommendations for council related to project management, oversight, and cost control measures to reduce costs and shorten timelines for delivery of the drainage program and services.

This report addresses that motion.

Rationale:

The Agricultural Development Advisory Board serves to advise Council on matters affecting the agriculture and agri-food sector.

One area of concern which affects both farms and rural land owners is that of municipal/agricultural drains. There has been significant work completed by the Engineering Department staff and the Drainage Board over the recent years in developing a program to efficiently address the requirements for both installation of new and maintenance and clean out of existing drain systems.

While positive achievements can be seen there remain challenges in costs and timelines that accumulate within drainage projects for engineering reports, environmental reviews and assessments.

The ADAB committee suggests that a Task Force be struck to review best practices which may be in place in other areas, and to problem-solve for potential improvements to the municipal drain program. The end goal of the Task Force would be to identify a set of policies and directives to recommend to Council for adoption that would save time and reduce costs while supporting an effective municipal drain system (in keeping with the Drainage Act).

Other Alternatives Considered:

None were considered.

Financial/Operation Impacts:

The Task Force would not have a budget and all of the task force members would be staff, councillors or volunteers and utilize municipal facilities to conduct their work.

Relationship of Recommendation(s) to the 2016-2019 Strategic Plan:

The development of an effective municipal drain system putting less strain on the farmland owner contributes to a more vibrant and growing agricultural sector and the Council Adopted Strategic Plan, namely:

- Goal 1 – A Vibrant and Growing Economy
- Goal 3 – A Healthy Environment

Review of Accessibility Implications of Any Development or Policy:

Not applicable

Servicing Implications:

Not applicable

Consultations:

Agricultural Development Advisory Board
Director, Engineering and Assets

Attachments:

None

Department Head E-Mail: cmarshall@kawarthlakes.ca

Department Head: Chris Marshall

The Corporation of the City of Kawartha Lakes

Council Report

Report Number PLAN2018-005

Date: January 30, 2018
Time: 2:00 p.m.
Place: Council Chambers

Ward Community Identifier: Ward 1

Subject: An application to amend the Township of Bexley Zoning By-law 93-09 to remove the Holding One (H1) symbol to permit a golf driving range, miniature golf establishment, clubhouse and accessory buildings on Part of Lots 2 and 3, Concession 4, geographic Township of Bexley, now City of Kawartha Lakes and identified as 2045 Kawartha Lakes Road 48. (Bylykbash and Pyke)

Author Name and Title: Sherry L. Rea, Development Planning Supervisor

Recommendation(s):

That Report PLAN2018-005 entitled Bylykbash and Pyke - D06-17-029 be received for information; and

That a Zoning By-law Amendment respecting Application D06-17-029, substantially in the form attached as Appendix "C" to Report PLAN2018-005, be approved and adopted by Council; and

That the Mayor and Clerk be authorized to execute any documents required by the approval of this application.

Department Head:_____

Financial/Legal/HR/Other:_____

Chief Administrative Officer:_____

Background:

The application proposes to remove the Holding One (H1) symbol from Schedule “A” of the Township of Bexley Zoning By-law 93-09, which regulates development and the use of land on Part of Lots 2 and 3, Concession 4, Township of Bexley. The removal of the Holding One (H1) symbol on a portion of the land would permit a golf driving range, miniature golf establishment, clubhouse and accessory buildings and/or structures. See Appendix “A” and “B” attached.

Owners:	Brian Bylykbash and Kim Pyke
Applicant:	Michael Smith of Michael Smith Planning Consultants: Development Coordinators Ltd.
Legal Description:	Part of Lots 2 and 3, Concession 4, geographic Township of Bexley, now City of Kawartha Lakes.
Designation:	Designated Rural on Schedule “A-7” on the City of Kawartha Lakes Official Plan.
Zone:	Tourist Commercial Exception Four Holding One (C3-4)(H1) Zone in the Township of Bexley Comprehensive Zoning By-law 93-09, as amended
Lot Area:	34 ha. Lot Area Subject 3.75 ha. of Removal of Holding
Site Servicing:	Private on-site sewage disposal system and private individual well
Existing Uses:	Driving range and miniature golf establishment with accessory buildings
Adjacent Uses:	North and South: Undeveloped Rural land East: Kawartha Lakes Road 41 West: Rural Residential

Rationale:

The subject land contains 34 ha., of which approximately 3.75 ha. is developed with a clubhouse (117 sq.m.), driving range, miniature golf establishment, gravel parking area, 2 greenhouses (78 sq.m. and 79 sq.m.), 2 storage buildings (150 sq.m. and 65 sq.m.), a mobile container kitchen (14.4 sq.m.) and various small sheds. See Appendix “A” and “B” attached.

On June 5, 2007, Council passed By-law 2007-146 being a Zoning By-law to permit a single detached dwelling, golf driving range and miniature golf establishment on the subject property. On July 14, 2009, Council passed By-law 2009-157, being a Zoning By-law to permit a single detached dwelling, golf driving range, miniature golf establishment, golf course and maintenance buildings on the property. By-law 2009-157 contained a Holding One (H1)

provision that the owners shall enter into a Site Plan Agreement with the Municipality for any development on the property.

The current owners purchased the property which was developed with a single detached dwelling/clubhouse, golf driving range and miniature golf establishment and indicate that they do not wish to proceed with the development of a full golf course on the property. In order to further develop the site with accessory buildings and/or structures and recognize the existing accessory buildings and/or structures, it is necessary for the owners to remove the Holding One (H1) provision on a portion of the property. In support of the request to remove the Holding One (H1) provision on a portion of the property, the owners have prepared a Site Plan identifying the buildings and structures located on the property. See Appendix "B" attached. It is intended that the Holding One (H1) provision will still apply to the balance of the property as a golf course remains a permitted use and should be subject to Site Plan Approval by the City.

The application was circulated to the City's Engineering & Corporate Assets Department, Building Division, Part 8, Sewage Systems Division and KRCA. All agencies and City departments indicate that they have no concerns with the partial removal of the Holding One (H1) provision.

Provincial Policies:

The application conforms to the 2017 Growth Plan for the Greater Golden Horseshoe (Growth Plan) and is consistent with the 2014 Provincial Policy Statement.

Official Plan Conformity:

The land is designated Rural on Schedule "A-7" of the City of Kawartha Lakes Official Plan. Golf courses, active and passive recreation uses and facilities and greenhouses are permitted uses in the Rural designation.

Zoning By-law Compliance:

The property is zoned Tourist Commercial Exception Four Holding One (C3-4)(H1) Zone which permits the current uses on the property.

Other Alternatives Considered:

No other alternatives have been considered.

Financial/Operation Impacts:

There are no financial considerations unless Council's decision is appealed by the owner to the Ontario Municipal Board. In the event of an appeal there could be costs for legal representation and planning staff.

Relationship of Recommendation(s) To The 2016-2019 Strategic Plan:

The Council Adopted Strategic Plan identifies these Strategic Goals: A Vibrant and Growing Economy, An Exceptional Quality of Life and A Healthy Environment. This application aligns with the vibrant and growing economy goal as it permits active recreational uses and facilities on the property.

Review of Accessibility Implications of Any Development or Policy:

The accessibility standards established in the Building Code will be shown on any subsequent construction drawings, which must be approved by the City prior to the issuance of a building permit.

Servicing Implications:

The property is developed on a private individual well and septic system. The City's Building Division and Part 8, Sewage Systems Division will continue to be involved through any permitting or construction phases.

Development Services – Planning Division Comments:

Staff supports the application based on the information contained in this report and as such, respectfully recommend that the proposed Zoning By-law application to remove the Holding One (H1) symbol on a portion of the property be approved and adopted by Council.

Attachments:

The following attached documents may include scanned images of Appendices, maps, and photographs. If you require an alternative format, please contact Sherry Rea, Development Planning Supervisor 705.324.9411 x 1331.

Appendix 'A' – Location Map



Appendix 'A' -
Location Map.pdf

Appendix 'B' – Site Plan



Appendix 'B' - Site
Plan.pdf

Appendix 'C' – Draft Zoning By-law

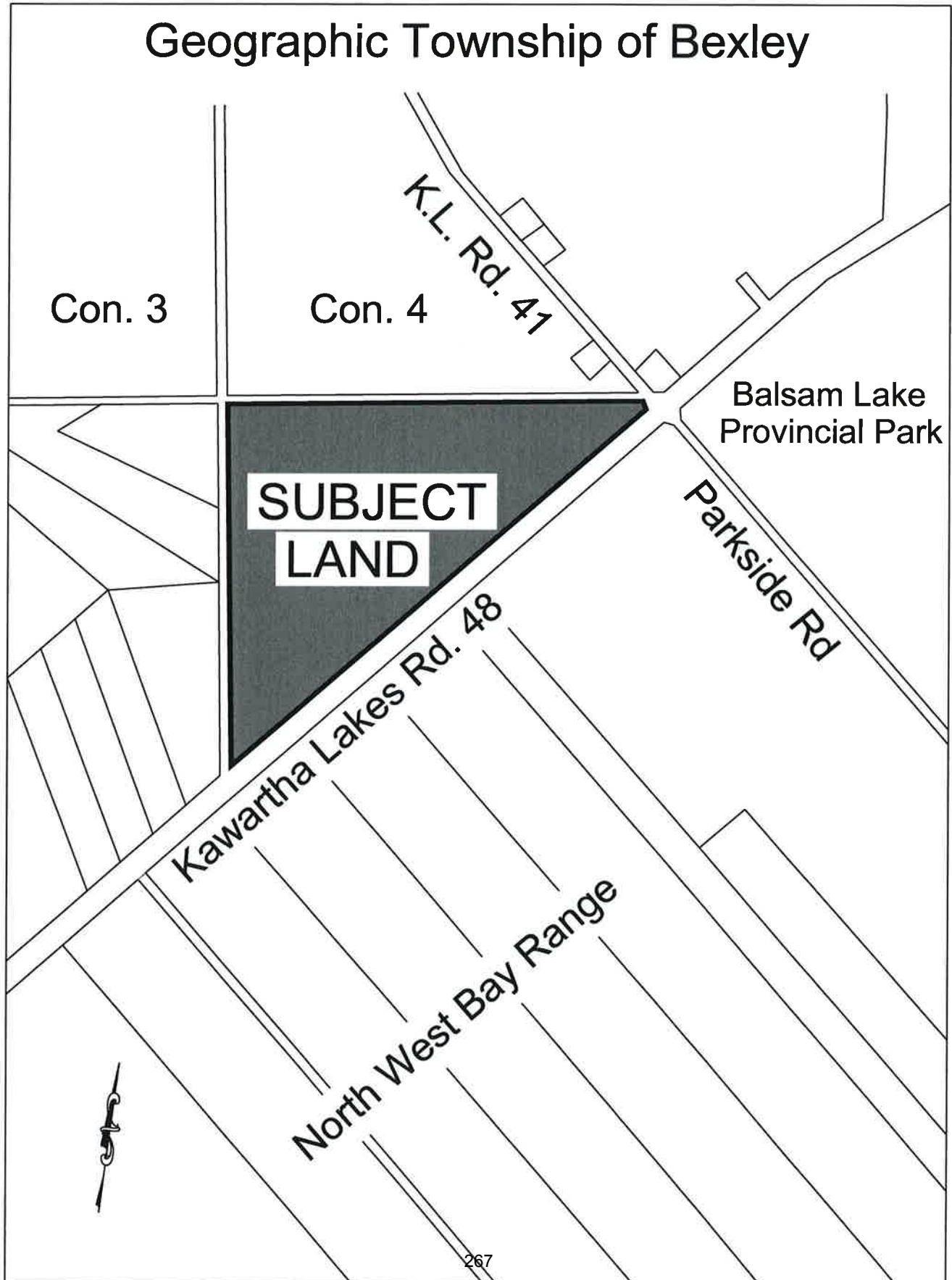


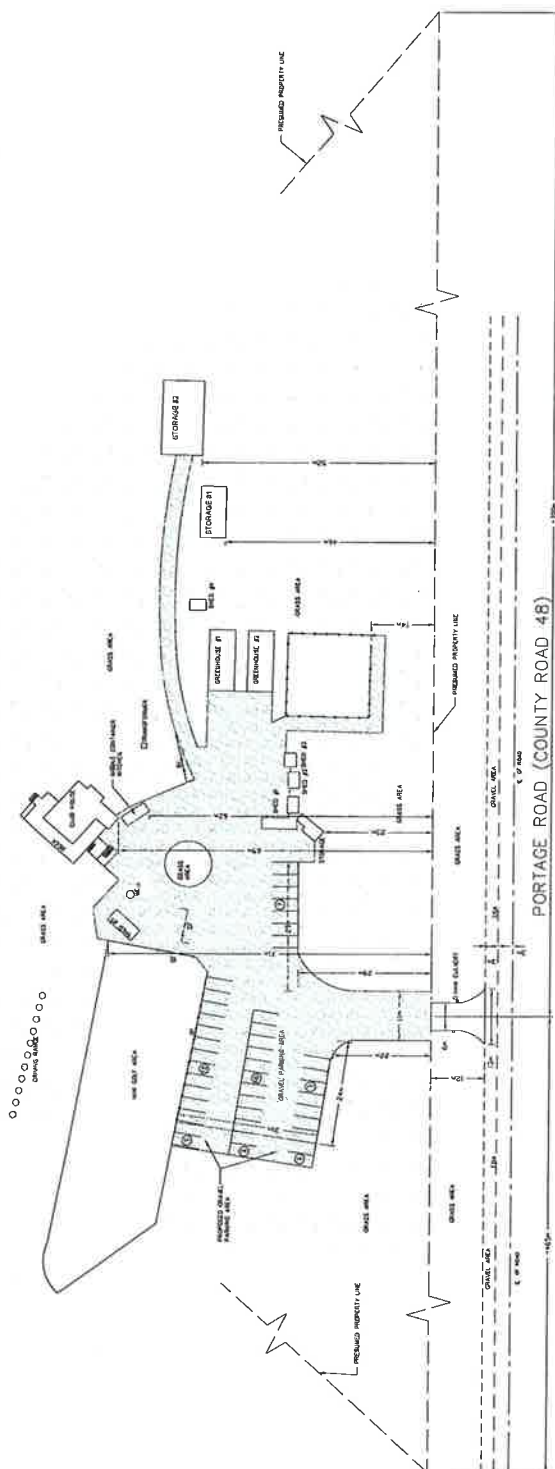
Appendix 'C' - Draft
Zoning By-law.pdf

Department Head E-Mail: cmarshall@city.kawarthalakes.on.ca

Department Head: Chris Marshall

Department File: D06-17-029



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No.	Date	By	Signature
REVISIONS			
UNAUTHORIZED USE OR REUSE OF THIS DRAWING IS NOT PERMITTED			

CITY OF KAWARTHA LAKES

2045 KAWARTHA LAKES COUNTY ROAD 48,
KIRKFIELD, ON L0M 2B0

SITE PLAN



BUILDING EXPERTS
CANADA LTD.

1000 EASTERN AVENUE EAST
SUITE 203
ONARIO, CANADA L0M 1G2
Tel: 519-326-1111
Fax: 519-326-1112
Our Building Experts@bex.com

DATE	APRIL 2017
PROJECT NO.	7-1300
ISSUED BY	DAVID A. HINES

APPENDIX B
to
REPORT PLAKI2018-005
FILE NO. D06-17-029



APPENDIX " C
to
REPORT PLAN 2018-005
D06-17-029

**The Corporation of the City of Kawartha Lakes
By-law 2018 -**

A By-law to Amend the Township of Bexley Zoning By-law 93-09 to Remove the Holding One (H1) Symbol from a zone category on property within the City of Kawartha Lakes

[File D06-17-029, Report PLAN2018-005 respecting Part Lots 2 and 3, Concession 4, geographic Township of Bexley – Brian Bylykbash and Kim Pyke]

Recitals:

1. Section 36 of the *Planning Act* authorizes Council to place a Holding (H) symbol on any zoning category assigned to property. The purpose of the Holding (H) symbol is to restrict the use of the property until conditions imposed by Council have been met.
2. The Council of the City of Kawartha Lakes enacted By-law No. 2009-157, which contained a Holding One (H1) symbol relating to the use of the property.
3. Council has received a request to remove the Holding One (H1) symbol from a portion of the property with the Tourist Commercial Exception Four Holding One (C3-4)(H1) Zone.
4. The conditions imposed by Council and shown in By-law No. 2009-157 have been met on a portion of the land.
5. Council deems it appropriate to partially remove the Holding One (H1) symbol.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2018-.**

Section 1:00 Zoning Details

- 1.01 **Property Affected:** The Property affected by this By-law is described as Part Lots 2 and 3, Concession 4, geographic Township of Bexley, now in the City of Kawartha Lakes.
- 1.02 **Schedule Amendment:** Schedule 'A' to By-law No. 93-09 for the geographic Township of Bexley is further amended to remove the Holding One (H1) symbol from the "Tourist Commercial Exception Four Holding One (C3-4)(H1)" Zone for the land referred to as 'C3-4', as shown on Schedule 'A' attached to this By-law.

Section 2:00 General Terms

- 2.01 **Force and Effect:** This By-law shall come into force and take effect on the date it is finally passed, subject to the provisions of Section 34 and 36 of the *Planning Act*.

By-law read a first, second and third time, and finally passed, this ** day of January, 2018.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

THE CORPORATION OF THE CITY OF

KAWARTHA LAKES

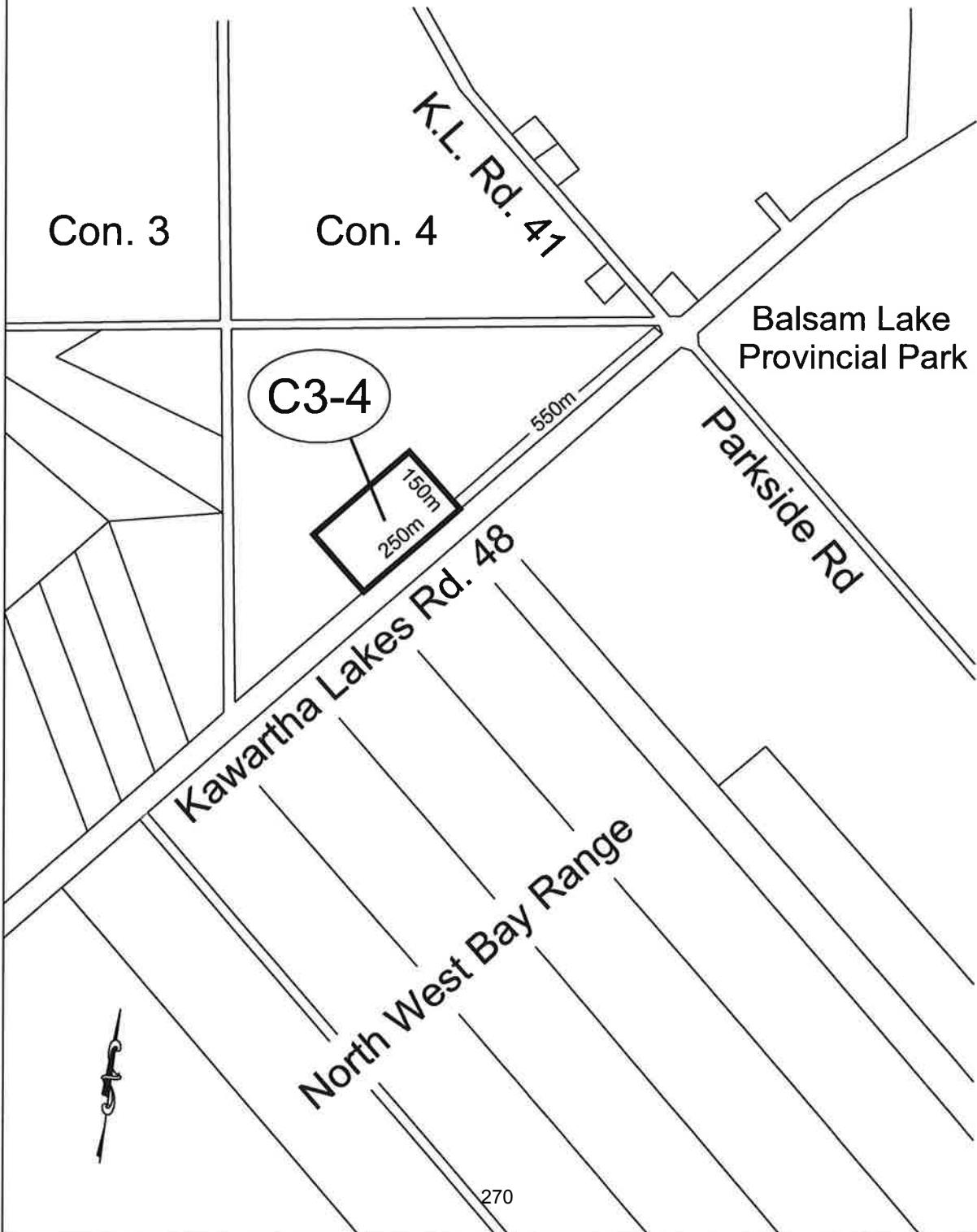
THIS IS SCHEDULE 'A' TO BY-LAW _____ PASSED

THIS _____ DAY OF _____ 2018.

MAYOR _____

CITY CLERK _____

Geographic Township of Bexley



The Corporation of the City of Kawartha Lakes

Council Report

Report Number ENG2018-001

Date: January 30, 2018
Time: 2:00 p.m.
Place: Council Chambers

Ward Community Identifier: 15

Subject: Request for Speed Limit – Cottingham Road, Meadowview Road, and Hayes Line

Author Name and Title: Joseph Kelly, Senior Engineering Tech

Recommendation(s):

RESOLVED THAT Report ENG2018-001 **Request for Speed Limit – Cottingham Road, Meadowview Road, and Hayes Line** be received;

THAT staff proceed with the preferred option (Option Two), as outlined in Report ENG2018-001, to install warning signs and temporary electronic speed boards.

Department Head:_____

Financial/Legal/HR/Other:_____

Chief Administrative Officer:_____

Background:

Staff received a request to investigate the feasibility of posting speed limits on roads in the south end of the geographic area of Emily. Safety concerns were raised to Council for Cottingham Road, Meadowview Road, and Hayes Line.

Rationale:

Cottingham Road, Meadowview Road, and Hayes Line are similar roads in that they are local, low volume, hard top roads with a narrow platform (standard lane width plus narrow or no shoulder/recoverable slopes). The approximate 10 km from Highway 7 to Mount Nebo Road are hilly and relatively straight for all three roads. The surrounding land use is mainly large farm acreages mixed with severed lots and sporadic rural developments. Key maps can be found in Appendix A.

Speed counts were performed from July 20 to July 23, 2015 and show high 85th percentile speeds. A summary of the findings are in Figure 1, full reports can be found in Appendix B.

Road	Counter Location	Average Daily Traffic	85th Percentile Speeds
Cottingham Rd	210 Cottingham Rd	323	92.5 km/h
Meadowview Rd	431 Meadowview Rd	107	82.8 km/h
Hayes Line	817 Hayes Line	135	99.7 km/h

Figure 1 Speed study results showing 85th percentile speeds and volumes

Staff performed site investigations, speed studies and road risk audits under the Transportation Association of Canada's (TAC) "Guidelines for Establishing Posted Speed Limits" as part of CKL's formal speed reduction warrant process for all sections of roads. The TAC guide recommends a road risk method to determine appropriate speed limit according to road engineering characteristics,

geometry, roadside environment, classification, land use, access/intersection density, and vulnerable road users.

Under the TAC Speed Guidelines all rural, local roads have a recommended speed limit of 60 km/h (Appendix C). However, it should be noted that drivers drive by feel based on surrounding conditions. It is proven that unrealistic speed limits will be ignored without aggressive enforcement. In addition, creating a large speed gap between law abiders (60 km/h) and drivers who continue to drive by feel could create a hazard on these hilly roads.

The following options were considered:

Option One – Post 60 km/h Speed Limit

The TAC guidelines of posting rural, local roads at 60 km/h allow room for good engineering judgment. In addition to the TAC guidelines, staff also considers the following criteria not within the scope of the TAC guidelines when determining speeds on rural, local roads:

- If traffic volumes are sufficiently high
- If collision rate are higher than similar roads
- If change in use present new conflict potential (pedestrian/cyclist use increase)
- If public demand from users of the road is sufficiently high

Through this rationale it does not appear the volumes would meet any meaningful threshold, a demand for pedestrian use on this road has not been expressed, and staff has not received any petitions for the posting of the speed. Staff understands that Council has received requests. Council may wish to consider if public demand is sufficient enough.

Collision rates were calculated using 15 years of available collision data. Collision rates allow for comparing collisions on different roads while accounting for length, time, and traffic volumes. According to best practiced methods, rates less than 1.6 collisions per million vehicle kilometer are considered low risk. All three roads have a collision rate under 0.7 collisions per million vehicle kilometer. Appendix D shows the calculations.

Hayes Line is a boundary road. This option would require coordination with Peterborough County.

Costs: OTM requires speed signs in 60 zones every 600m. There is 25.8 km of road. Therefore approximately 43 locations will require signs on both sides of the street. This would also require aggressive enforcement and use of the electronic speed board.

86 signs x \$400 = \$34 000

Option Two – Post Warning Signs and Temporary Speed Board (Preferred Option)

Post warning signs for steep hills, keep right, advisory speed (non-regulatory), share the road and/or custom signage at key points. These signs would be intended to bring awareness to sections of these roads where visibility and platform widths are reduced where the speed is unposted.

It is also advisable to deploy the electronic speed board at various locations along the roads through a scheduled program in 2018. Collected information with regards to speeding will be shared with the local OPP detachment for enforcement purposes.

Costs: approximately three to six locations per road

9 to 18 signs x \$400 = \$3600 to \$7200

Option Three – Do Nothing

Outside of the settled areas and arterial roads the majority of the City's road system is unposted. When unposted the speed on these roads is assumed to be 80 km/h as per the Provincial Highway Traffic Act. Where these rural roads do not meet the requirements for speed reduction they should remain unposted maintaining their rural, local roads status within the City's road system and sparing the Municipality the cost of installing and maintaining signs.

Other Alternatives Considered:

These roads could remain unposted/as-is due to their low volume. Posting a speed limit may have limited success and/or put undue burden on enforcement.

Financial/Operation Impacts:

Cost of sign installation to bring By-law into effect.

Relationship of Recommendation(s) To The 2016-2019 Strategic Plan:

Providing life safety and protection, while considering rural road use for pedestrians and cyclists enjoyment is a priority objective of the City under the Council Adopted Strategic Plan Goal of An Exceptional Quality of Life.

Consultations:

Mike Farquhar, Supervisor, Engineering – Technical Services

Attachments:

Appendix A – Key Map



ENG2018-001-Appendix A.pdf

Appendix B – Speed Studies



ENG2018-001-Appendix B.pdf

Appendix C – TAC Speed Limit Guidelines



ENG2018-001-Appendix C.pdf

Appendix D – Collision Rate Calculations



ENG2018-001-Appendix D.pdf

Department Head E-Mail: jrojas@city.kawarthalakes.on.ca

Department Head: Juan Rojas, Director of Engineering & Corporate Assets

Department File: Engineering

Cottingham Road Meadowview Road and Hayes Line

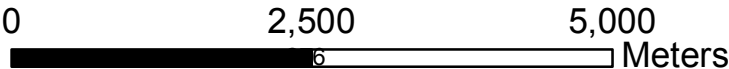


Existing Reduced Speed Zone

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All distances and locations are approximate and are not of survey quality. This map is illustrative only. Do not rely on it as being a precise indicator of privately or publicly owned land, routes, locations or features, nor as a guide to navigate.



Projection: Transverse Mercator
Coordinate System: NAD83, Zone 17



Cottingham Road Speed Statistics

Grand Total

Site: Cottingham Rd
Description: 210 Cottingham Rd
Filter time: 15:00 Monday, July 20, 2015 => 15:00 Thursday, July 23, 2015 (3)
Author: Joseph Kelly
RSU Installers: Joseph Kelly

Vehicles = 968

Posted speed limit = 80 km/h, Exceeding = 441 (45.56%), Mean Exceeding = 90.57 km/h

Maximum = 124.2 km/h, Minimum = 14.0 km/h, Mean = 76.8 km/h

85% Speed = 92.5 km/h, 95% Speed = 100.8 km/h, Median = 78.1 km/h

16 km/h Pace = 71 - 87, Number in Pace = 415 (42.87%)

Variance = 279.11, Standard Deviation = 16.71 km/h

Speed Bins

Speed	Bin	Below	Above	Energy	vMult	n * vMult
0 - 10	0 0.0%	0 0.0%	968 100.0%	0.00	0.00	0.00
10 - 20	4 0.4%	4 0.4%	964 99.6%	0.00	0.00	0.00
20 - 30	5 0.5%	9 0.9%	959 99.1%	0.00	0.00	0.00
30 - 40	17 1.8%	26 2.7%	942 97.3%	0.00	0.00	0.00
40 - 50	50 5.2%	76 7.9%	892 92.1%	0.00	0.00	0.00
50 - 60	69 7.1%	145 15.0%	823 85.0%	0.00	0.00	0.00
60 - 70	133 13.7%	278 28.7%	690 71.3%	0.00	0.00	0.00
70 - 80	249 25.7%	527 54.4%	441 45.6%	0.00	0.00	0.00
80 - 90	240 24.8%	767 79.2%	201 20.8%	0.00	0.00	0.00
90 - 100	140 14.5%	907 93.7%	61 6.3%	0.00	0.00	0.00
100 - 110	47 4.9%	954 98.6%	14 1.4%	0.00	0.00	0.00
110 - 120	12 1.2%	966 99.8%	2 0.2%	0.00	0.00	0.00
120 - 130	2 0.2%	968 100.0%	0 0.0%	0.00	0.00	0.00
130 - 140	0 0.0%	968 100.0%	0 0.0%	0.00	0.00	0.00
140 - 150	0 0.0%	968 100.0%	0 0.0%	0.00	0.00	0.00
150 - 160	0 0.0%	968 100.0%	0 0.0%	0.00	0.00	0.00
160 - 170	0 0.0%	968 100.0%	0 0.0%	0.00	0.00	0.00
170 - 180	0 0.0%	968 100.0%	0 0.0%	0.00	0.00	0.00
180 - 190	0 0.0%	968 100.0%	0 0.0%	0.00	0.00	0.00
190 - 200	0 0.0%	968 100.0%	0 0.0%	0.00	0.00	0.00

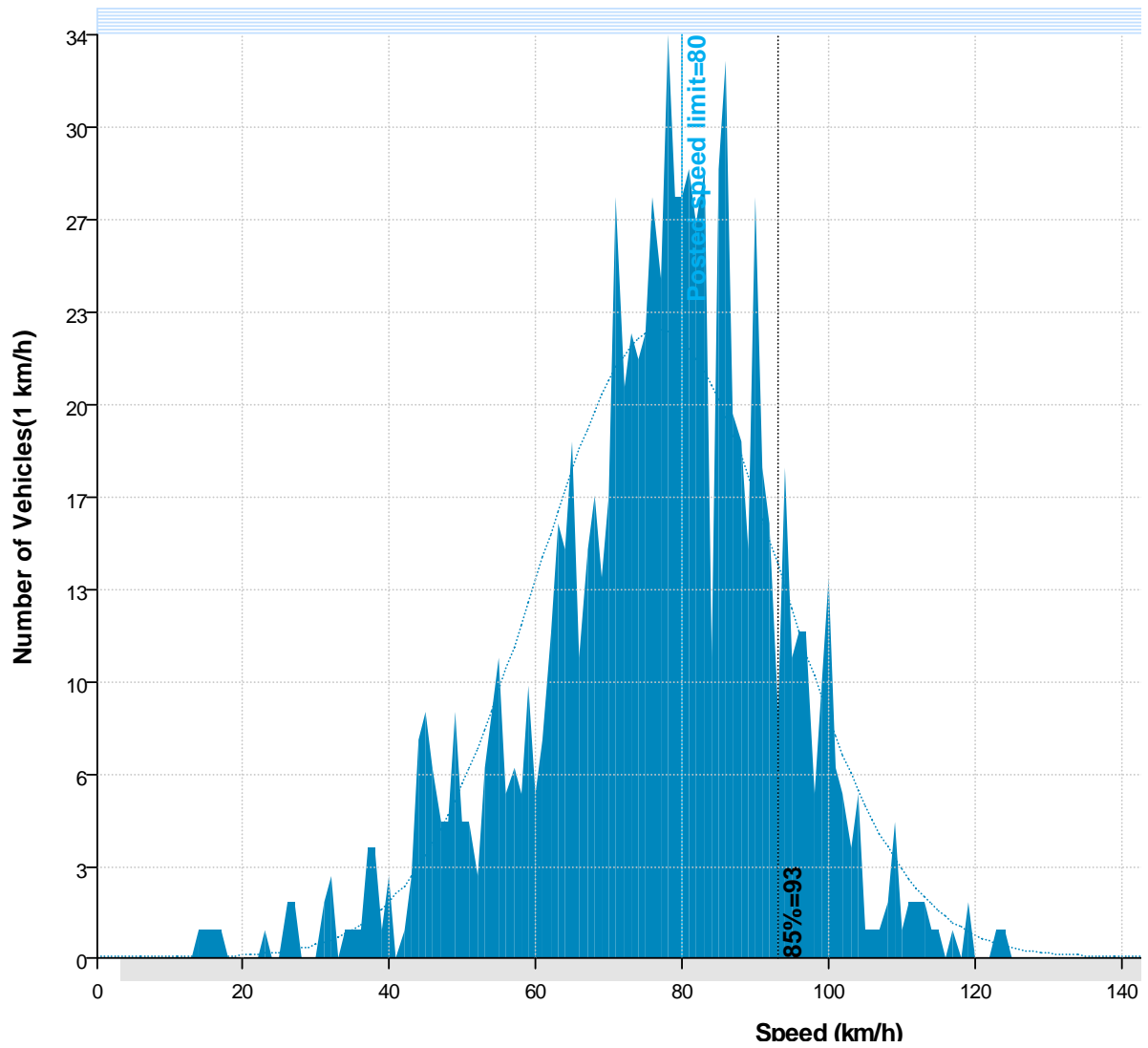
Total Speed Rating = 0.00

Total Moving Energy (Estimated) = 0.00

Speed limit fields

Limit	Below	Above
0 80 (PSL)	527 54.4%	441 45.6%

Speed Histogram



Speed Statistics by Hour

Hour Bins

Time	Bin		Min	Max	Mean	Median	85%	95%	>PSL 80 km/h	
0000	17	1.8%	36.6	96.2	76.3	77.8	90.0	95.4	8	47.1%
0100	14	1.4%	53.8	123.3	83.4	83.2	95.4	100.4	9	64.3%
0200	7	0.7%	71.6	96.4	83.9	87.1	91.1	96.1	4	57.1%
0300	0	0.0%	0.0	0.0	0.0	0.0	0.0	0.0	0	0.0%
0400	3	0.3%	48.7	63.9	54.3	50.0	63.7	63.7	0	0.0%
0500	6	0.6%	57.1	94.2	76.4	66.6	90.0	94.0	3	50.0%
0600	7	0.7%	63.3	103.9	86.4	86.0	100.8	103.7	4	57.1%
0700	7	0.7%	70.1	89.2	81.5	83.2	88.6	88.9	4	57.1%
0800	17	1.8%	44.8	108.9	81.9	83.9	97.9	101.5	9	52.9%
0900	61	6.3%	44.1	101.1	77.0	78.8	89.6	94.7	26	42.6%
1000	58	6.0%	16.4	109.8	76.3	82.8	94.7	100.8	34	58.6%
1100	53	5.5%	45.4	100.3	80.4	81.0	90.4	96.5	31	58.5%
1200	53	5.5%	45.0	109.6	73.8	76.3	90.4	100.1	24	45.3%
1300	50	5.2%	40.9	104.8	73.1	73.4	87.8	95.0	15	30.0%
1400	42	4.3%	17.3	124.2	75.8	75.2	95.4	103.0	17	40.5%
1500	50	5.2%	43.4	104.1	80.4	83.2	93.2	103.7	29	58.0%
1600	51	5.3%	14.0	102.0	74.9	78.1	85.0	92.2	20	39.2%
1700	78	8.1%	27.2	100.4	74.2	74.5	85.7	95.8	25	32.1%
1800	78	8.1%	31.3	112.2	78.9	79.2	90.7	98.6	39	50.0%
1900	107	11.1%	15.6	119.8	77.8	79.2	92.5	102.6	51	47.7%
2000	74	7.6%	27.9	115.5	77.1	79.2	92.2	101.5	37	50.0%
2100	53	5.5%	37.8	119.9	76.2	76.3	94.3	109.1	22	41.5%
2200	49	5.1%	43.4	111.3	73.3	71.3	91.1	100.8	16	32.7%
2300	33	3.4%	42.5	109.4	77.7	76.7	92.9	107.3	14	42.4%
----	968	100.0%	14.0	124.2	76.8	78.1	92.5	100.8	441	45.6%

Daily Summaries

Column Legend:

0 [Time]	24-hour time (0000 - 2359)
1 [Total]	Number in time step
2 [Vbin]	Speed bin totals
3 [Mean]	Average speed
4 [Vpp]	Percentile speed

* Monday, July 20, 2015

Time	Total	Vbin 10 20	Vbin 20 30	Vbin 30 40	Vbin 40 50	Vbin 50 60	Vbin 60 70	Vbin 70 80	Vbin 80 90	Vbin 90 100	Vbin 100 110	Vbin 110 120	Vbin 120 130	Vbin 130 140	Vbin 140 150	Vbin 150 160	Mean	Vpp 85
1500	19	0	0	0	2	0	3	2	8	3	1	0	0	0	0	0	79.7	93.2
1600	18	0	0	0	0	1	1	6	8	2	0	0	0	0	0	0	79.7	85.0
1700	27	0	0	1	0	1	5	8	7	4	1	0	0	0	0	0	77.0	91.8
1800	30	0	0	1	0	1	3	8	12	5	0	0	0	0	0	0	79.3	90.0
1900	41	1	0	0	2	2	8	11	13	1	2	1	0	0	0	0	75.3	87.5
2000	22	0	0	2	2	1	3	1	7	4	0	2	0	0	0	0	77.6	92.2
2100	19	0	0	1	1	4	2	3	5	2	0	1	0	0	0	0	73.7	88.9
2200	18	0	0	0	4	1	3	5	0	2	2	1	0	0	0	0	72.3	92.9
2300	9	0	0	0	1	2	2	2	2	0	0	0	0	0	0	0	68.9	-
07-19	94	0	0	2	2	3	12	24	35	14	2	0	0	0	0	0	78.8	91.8
06-22	176	1	0	5	7	10	25	39	60	21	4	4	0	0	0	0	77.3	91.1
06-00	203	1	0	5	12	13	30	46	62	23	6	5	0	0	0	0	76.5	91.8
00-00	203	1	0	5	12	13	30	46	62	23	6	5	0	0	0	0	76.5	91.8

* Tuesday, July 21, 2015

Time	Total	Vbin 10 20	Vbin 20 30	Vbin 30 40	Vbin 40 50	Vbin 50 60	Vbin 60 70	Vbin 70 80	Vbin 80 90	Vbin 90 100	Vbin 100 110	Vbin 110 120	Vbin 120 130	Vbin 130 140	Vbin 140 150	Vbin 150 160	Mean	Vpp 85
0000	6	0	0	1	1	0	1	0	1	2	0	0	0	0	0	0	68.8	-
0100	4	0	0	0	0	0	0	0	1	1	1	0	1	0	0	0	101.5	-
0200	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	91.3	-
0300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	-
0400	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	50.2	-
0500	2	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	80.6	-
0600	4	0	0	0	0	0	1	1	1	0	1	0	0	0	0	0	81.1	-
0700	3	0	0	0	0	0	0	1	2	0	0	0	0	0	0	0	82.7	-
0800	5	0	0	0	1	0	0	2	0	2	0	0	0	0	0	0	78.2	-
0900	24	0	0	0	1	2	3	9	7	2	0	0	0	0	0	0	75.2	85.7
1000	22	0	0	2	3	0	2	5	6	3	1	0	0	0	0	0	72.2	91.1
1100	14	0	0	0	1	0	2	1	8	1	1	0	0	0	0	0	80.4	88.2
1200	17	0	0	0	3	3	2	2	6	0	1	0	0	0	0	0	70.6	82.8
1300	15	0	0	0	2	1	4	4	3	1	0	0	0	0	0	0	69.6	85.7
1400	12	0	0	0	0	1	3	3	2	1	1	1	0	0	0	0	80.4	95.4
1500	14	0	0	0	0	1	2	4	4	2	1	0	0	0	0	0	79.8	90.0
1600	18	0	0	0	0	1	2	9	4	1	1	0	0	0	0	0	77.8	82.1
1700	27	0	1	0	2	2	6	12	3	0	1	0	0	0	0	0	69.7	79.6
1800	29	0	0	0	2	1	4	12	5	4	0	1	0	0	0	0	75.9	90.0
1900	26	0	0	0	2	3	2	7	7	3	0	2	0	0	0	0	77.9	91.1
2000	30	0	1	0	1	0	3	7	10	3	5	0	0	0	0	0	81.6	100.1
2100	22	0	0	1	1	1	4	5	2	5	1	2	0	0	0	0	79.9	98.6
2200	18	0	0	0	0	3	2	5	3	4	1	0	0	0	0	0	77.6	90.0
2300	16	0	0	0	0	2	0	5	3	3	3	0	0	0	0	0	83.8	107.3
07-19	200	0	1	2	15	12	30	64	50	17	7	2	0	0	0	0	74.8	88.6
06-22	282	0	2	3	19	16	40	84	70	28	14	6	0	0	0	0	76.3	90.7
06-00	316	0	2	3	19	21	42	94	76	35	18	6	0	0	0	0	76.8	91.1
00-00	330	0	2	4	20	22	44	94	78	40	19	6	1	0	0	0	76.9	91.8

*** Wednesday, July 22, 2015**

Time	Total	Vbin 10 20	Vbin 20 30	Vbin 30 40	Vbin 40 50	Vbin 50 60	Vbin 60 70	Vbin 70 80	Vbin 80 90	Vbin 90 100	Vbin 100 110	Vbin 110 120	Vbin 120 130	Vbin 130 140	Vbin 140 150	Vbin 150 160	Mean	Vpp 85
0000	6	0	0	0	0	0	1	2	1	2	0	0	0	0	0	0	80.6	-
0100	5	0	0	0	0	1	2	0	1	1	0	0	0	0	0	0	71.3	-
0200	3	0	0	0	0	0	0	2	1	0	0	0	0	0	0	0	77.1	-
0300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	-
0400	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	48.7	-
0500	3	0	0	0	0	1	1	0	1	0	0	0	0	0	0	0	69.0	-
0600	2	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	90.7	-
0700	2	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	80.3	-
0800	7	0	0	0	2	0	0	2	0	2	1	0	0	0	0	0	77.5	-
0900	19	0	0	0	0	3	1	6	6	3	0	0	0	0	0	0	78.2	87.5
1000	25	1	0	1	1	1	2	2	6	10	1	0	0	0	0	0	80.2	94.7
1100	20	0	0	0	0	0	6	3	7	4	0	0	0	0	0	0	78.8	90.4
1200	21	0	0	0	2	3	3	4	4	2	3	0	0	0	0	0	75.1	90.4
1300	19	0	0	0	0	2	2	8	3	3	1	0	0	0	0	0	78.6	91.1
1400	16	1	2	0	0	1	2	6	2	1	0	0	1	0	0	0	67.9	83.9
1500	17	0	0	0	1	0	1	5	6	2	2	0	0	0	0	0	81.8	90.4
1600	15	1	1	1	0	1	3	4	3	1	0	0	0	0	0	0	65.6	86.8
1700	24	0	0	1	0	1	4	9	6	3	0	0	0	0	0	0	76.2	85.3
1800	19	0	0	0	0	1	3	3	7	2	2	1	0	0	0	0	83.0	98.6
1900	40	0	0	1	0	5	2	10	10	9	3	0	0	0	0	0	80.2	94.3
2000	22	0	0	2	3	1	2	8	4	2	0	0	0	0	0	0	70.4	86.8
2100	12	0	0	0	0	2	4	2	2	1	1	0	0	0	0	0	73.2	89.3
2200	13	0	0	0	2	0	6	2	2	1	0	0	0	0	0	0	68.7	82.8
2300	8	0	0	0	1	0	1	3	2	1	0	0	0	0	0	0	75.4	-
07-19	204	3	3	3	6	13	27	53	51	33	10	1	1	0	0	0	77.0	94.0
06-22	280	3	3	6	9	21	35	74	67	45	15	1	1	0	0	0	76.9	94.0
06-00	301	3	3	6	12	21	42	79	71	47	15	1	1	0	0	0	76.5	93.2
00-00	319	3	3	6	13	23	46	83	75	50	15	1	1	0	0	0	76.3	92.9

*** Thursday, July 23, 2015**

Time	Total	Vbin 10 20	Vbin 20 30	Vbin 30 40	Vbin 40 50	Vbin 50 60	Vbin 60 70	Vbin 70 80	Vbin 80 90	Vbin 90 100	Vbin 100 110	Vbin 110 120	Vbin 120 130	Vbin 130 140	Vbin 140 150	Vbin 150 160	Mean	Vpp 85
0000	5	0	0	0	0	0	1	2	1	1	0	0	0	0	0	0	80.0	-
0100	5	0	0	0	0	0	1	1	2	1	0	0	0	0	0	0	81.2	-
0200	3	0	0	0	0	0	0	1	0	2	0	0	0	0	0	0	88.3	-
0300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	-
0400	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	63.9	-
0500	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	90.0	-
0600	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	98.8	-
0700	2	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	80.8	-
0800	5	0	0	0	0	0	0	1	1	2	1	0	0	0	0	0	91.8	-
0900	18	0	0	0	2	2	0	6	4	3	1	0	0	0	0	0	78.2	90.7
1000	11	0	0	2	2	0	0	0	1	3	3	0	0	0	0	0	75.5	99.7
1100	19	0	0	0	0	0	1	8	7	3	0	0	0	0	0	0	82.1	89.6
1200	15	0	0	0	0	4	2	1	4	3	1	0	0	0	0	0	75.5	91.8
1300	16	0	0	0	1	4	4	3	2	2	0	0	0	0	0	0	69.8	82.8
1400	14	0	0	0	0	1	3	2	2	5	1	0	0	0	0	0	81.0	92.5
07-19	100	0	0	2	5	11	10	22	22	21	7	0	0	0	0	0	78.0	94.0
06-22	101	0	0	2	5	11	10	22	22	22	7	0	0	0	0	0	78.2	96.1
06-00	101	0	0	2	5	11	10	22	22	22	7	0	0	0	0	0	78.2	96.1
00-00	116	0	0	2	5	11	13	26	25	27	7	0	0	0	0	0	78.7	95.4

*** Grand Total**

Time	Total	Vbin 10 20	Vbin 20 30	Vbin 30 40	Vbin 40 50	Vbin 50 60	Vbin 60 70	Vbin 70 80	Vbin 80 90	Vbin 90 100	Vbin 100 110	Vbin 110 120	Vbin 120 130	Vbin 130 140	Vbin 140 150	Vbin 150 160	Mean	Vpp 85
--	968	4	5	17	50	69	133	249	240	140	47	12	2	0	0	0	76.8	92.5

In profile: Vehicles = 968 / 1024 (94.53%)



Meadowview Road Speed Statistics

Grand Total

Site: Meadowview Rd
Description: 431 Meadowview Rd
Filter time: 15:00 Monday, July 20, 2015 => 15:00 Thursday, July 23, 2015 (3)
Author: Joseph Kelly
RSU Installers: Joseph Kelly

Vehicles = 322

Posted speed limit = 80 km/h, **Exceeding** = 66 (20.50%), **Mean Exceeding** = 88.28 km/h

Maximum = 104.3 km/h, **Minimum** = 13.3 km/h, **Mean** = 66.7 km/h

85% Speed = 82.8 km/h, **95% Speed** = 91.4 km/h, **Median** = 68.0 km/h

16 km/h Pace = 61 - 77, **Number in Pace** = 137 (42.55%)

Variance = 286.95, **Standard Deviation** = 16.94 km/h

Speed Bins

Speed	Bin	Below	Above	Energy	vMult	n * vMult
0 - 10	0 0.0%	0 0.0%	322 100.0%	0.00	0.00	0.00
10 - 20	4 1.2%	4 1.2%	318 98.8%	0.00	0.00	0.00
20 - 30	3 0.9%	7 2.2%	315 97.8%	0.00	0.00	0.00
30 - 40	17 5.3%	24 7.5%	298 92.5%	0.00	0.00	0.00
40 - 50	30 9.3%	54 16.8%	268 83.2%	0.00	0.00	0.00
50 - 60	40 12.4%	94 29.2%	228 70.8%	0.00	0.00	0.00
60 - 70	87 27.0%	181 56.2%	141 43.8%	0.00	0.00	0.00
70 - 80	75 23.3%	256 79.5%	66 20.5%	0.00	0.00	0.00
80 - 90	44 13.7%	300 93.2%	22 6.8%	0.00	0.00	0.00
90 - 100	17 5.3%	317 98.4%	5 1.6%	0.00	0.00	0.00
100 - 110	5 1.6%	322 100.0%	0 0.0%	0.00	0.00	0.00
110 - 120	0 0.0%	322 100.0%	0 0.0%	0.00	0.00	0.00
120 - 130	0 0.0%	322 100.0%	0 0.0%	0.00	0.00	0.00
130 - 140	0 0.0%	322 100.0%	0 0.0%	0.00	0.00	0.00
140 - 150	0 0.0%	322 100.0%	0 0.0%	0.00	0.00	0.00
150 - 160	0 0.0%	322 100.0%	0 0.0%	0.00	0.00	0.00
160 - 170	0 0.0%	322 100.0%	0 0.0%	0.00	0.00	0.00
170 - 180	0 0.0%	322 100.0%	0 0.0%	0.00	0.00	0.00
180 - 190	0 0.0%	322 100.0%	0 0.0%	0.00	0.00	0.00
190 - 200	0 0.0%	322 100.0%	0 0.0%	0.00	0.00	0.00

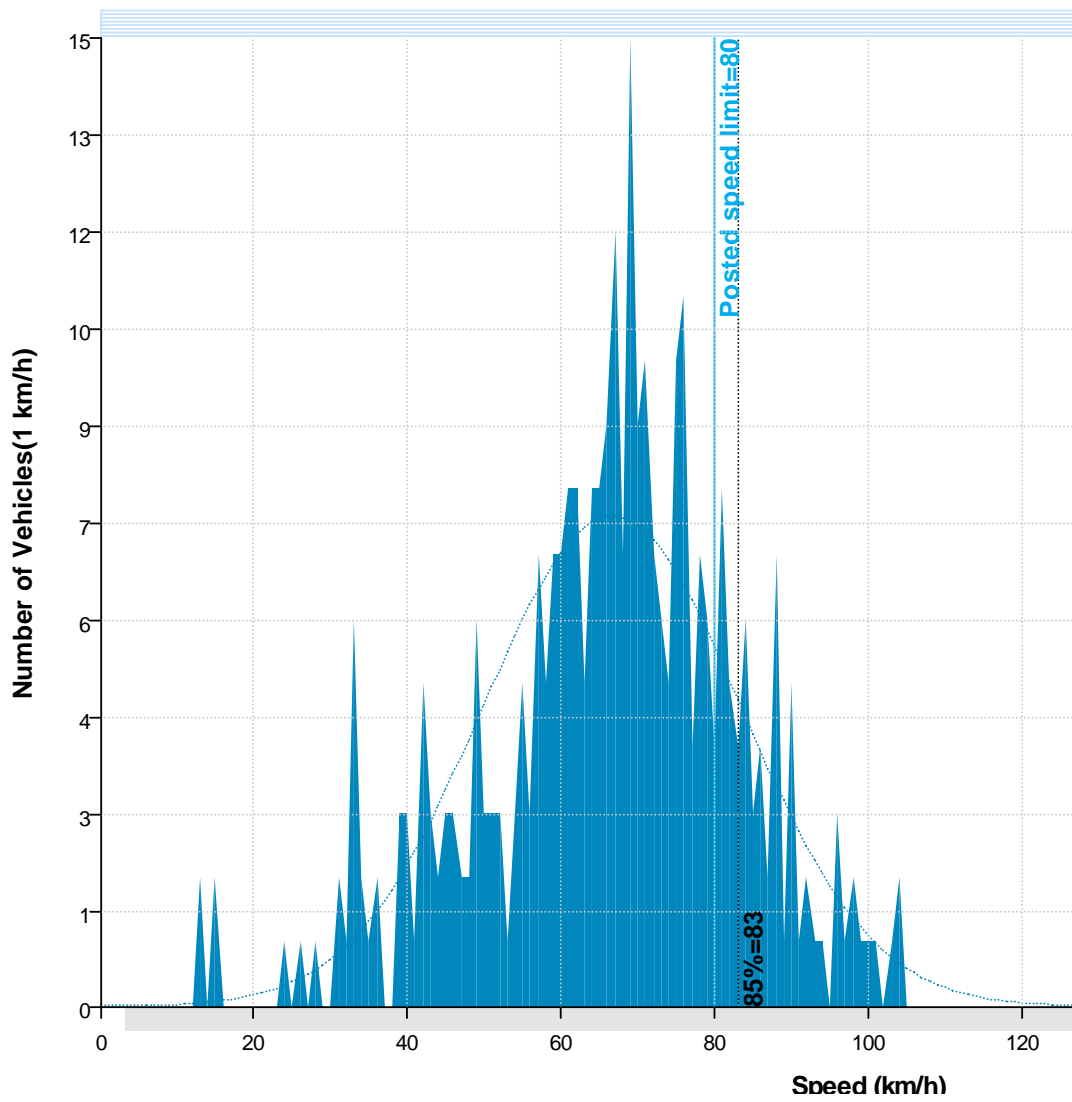
Total Speed Rating = 0.00

Total Moving Energy (Estimated) = 0.00

Speed limit fields

Limit	Below	Above
0 80 (PSL)	256 79.5%	66 20.5%

Speed Histogram



Speed Statistics by Hour

Hour Bins

Time	Bin		Min	Max	Mean	Median	85%	95%	>PSL 80 km/h	
0000	6	1.9%	49.2	90.4	72.4	70.9	81.0	90.4	2	33.3%
0100	1	0.3%	55.3	55.3	55.3	55.1	55.1	55.1	0	0.0%
0200	0	0.0%	0.0	0.0	0.0	0.0	0.0	0.0	0	0.0%
0300	0	0.0%	0.0	0.0	0.0	0.0	0.0	0.0	0	0.0%
0400	1	0.3%	88.2	88.2	88.2	88.2	88.2	88.2	1	100.0%
0500	1	0.3%	77.7	77.7	77.7	77.4	77.4	77.4	0	0.0%
0600	1	0.3%	69.0	69.0	69.0	68.8	68.8	68.8	0	0.0%
0700	4	1.2%	52.0	70.5	62.7	57.6	70.2	70.2	0	0.0%
0800	10	3.1%	43.6	97.7	69.5	68.8	78.5	97.6	1	10.0%
0900	15	4.7%	13.3	86.4	55.9	60.8	71.3	76.3	1	6.7%
1000	12	3.7%	36.4	98.5	66.2	69.8	81.0	82.1	3	25.0%
1100	25	7.8%	40.1	104.2	67.1	64.4	88.2	103.0	6	24.0%
1200	16	5.0%	28.6	81.3	61.9	67.7	78.8	79.2	1	6.3%
1300	22	6.8%	15.2	92.4	59.9	62.3	73.1	76.7	1	4.5%
1400	19	5.9%	45.7	92.6	67.6	68.4	76.0	82.8	2	10.5%
1500	20	6.2%	15.7	90.6	62.3	65.5	78.1	88.2	3	15.0%
1600	25	7.8%	31.3	94.4	70.8	71.6	83.9	91.4	9	36.0%
1700	16	5.0%	32.7	93.1	61.6	62.3	83.2	88.2	3	18.8%
1800	24	7.5%	33.7	99.1	70.9	70.2	86.8	96.1	9	37.5%
1900	31	9.6%	33.7	98.6	67.4	68.4	84.2	88.9	8	25.8%
2000	31	9.6%	49.3	104.3	72.7	73.1	83.9	85.7	7	22.6%
2100	21	6.5%	31.8	101.1	70.6	66.6	84.2	96.8	7	33.3%
2200	14	4.3%	40.4	88.7	68.2	65.9	79.6	81.4	2	14.3%
2300	7	2.2%	42.9	66.2	57.9	61.6	65.5	65.9	0	0.0%
----	322	100.0%	13.3	104.3	66.7	68.0	82.8	91.4	66	20.5%

Daily Summaries

Column Legend:

0 [Time]	24-hour time (0000 - 2359)
1 [Total]	Number in time step
2 [Vbin]	Speed bin totals
3 [Mean]	Average speed
4 [Vpp]	Percentile speed

* Monday, July 20, 2015

Time	Total	Vbin 10 20	Vbin 20 30	Vbin 30 40	Vbin 40 50	Vbin 50 60	Vbin 60 70	Vbin 70 80	Vbin 80 90	Vbin 90 100	Vbin 100 110	Vbin 110 120	Vbin 120 130	Vbin 130 140	Vbin 140 150	Vbin 150 160	Mean	Vpp 85
1500	9	1	1	0	0	2	1	2	1	1	0	0	0	0	0	0	60.7	-
1600	4	0	0	0	1	0	1	0	1	1	0	0	0	0	0	0	74.8	-
1700	4	0	0	0	0	0	2	0	1	1	0	0	0	0	0	0	76.8	-
1800	10	0	0	1	0	0	2	3	3	1	0	0	0	0	0	0	74.1	-
1900	10	0	0	1	1	0	3	2	2	1	0	0	0	0	0	0	69.7	-
2000	8	0	0	0	1	0	2	3	2	0	0	0	0	0	0	0	72.4	-
2100	3	0	0	1	0	0	1	0	1	0	0	0	0	0	0	0	61.1	-
2200	6	0	0	0	1	2	2	1	0	0	0	0	0	0	0	0	60.3	-
2300	2	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	63.9	-
07-19	27	1	1	1	1	2	6	5	6	4	0	0	0	0	0	0	70.2	88.6
06-22	48	1	1	3	3	2	12	10	11	5	0	0	0	0	0	0	69.9	88.2
06-00	56	1	1	3	4	4	16	11	11	5	0	0	0	0	0	0	68.6	86.8
00-00	56	1	1	3	4	4	16	11	11	5	0	0	0	0	0	0	68.6	86.8

* Tuesday, July 21, 2015

Time	Total	Vbin 10 20	Vbin 20 30	Vbin 30 40	Vbin 40 50	Vbin 50 60	Vbin 60 70	Vbin 70 80	Vbin 80 90	Vbin 90 100	Vbin 100 110	Vbin 110 120	Vbin 120 130	Vbin 130 140	Vbin 140 150	Vbin 150 160	Mean	Vpp 85
0000	2	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	80.8	-
0100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	-
0200	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	-
0300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	-
0400	1	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	88.2	-
0500	1	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	77.7	-
0600	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	-
0700	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	52.0	-
0800	5	0	0	0	0	1	1	2	0	1	0	0	0	0	0	0	75.2	-
0900	5	0	0	0	1	1	2	0	1	0	0	0	0	0	0	0	63.3	-
1000	5	0	0	0	0	0	0	3	1	1	0	0	0	0	0	0	80.2	-
1100	7	0	0	0	3	1	1	0	1	0	1	0	0	0	0	0	63.0	-
1200	9	0	1	1	1	1	2	2	1	0	0	0	0	0	0	0	58.6	-
1300	8	0	1	0	0	2	3	1	0	1	0	0	0	0	0	0	62.4	-
1400	9	0	0	0	1	1	4	2	1	0	0	0	0	0	0	0	67.1	-
1500	8	0	0	0	0	1	4	2	1	0	0	0	0	0	0	0	69.0	-
1600	9	0	0	0	0	0	4	2	2	1	0	0	0	0	0	0	74.5	-
1700	6	0	0	0	1	1	1	2	1	0	0	0	0	0	0	0	63.6	-
1800	4	0	0	1	0	1	0	1	1	0	0	0	0	0	0	0	62.0	-
1900	16	0	0	2	2	1	5	2	4	0	0	0	0	0	0	0	65.1	86.4
2000	15	0	0	0	0	2	2	9	2	0	0	0	0	0	0	0	71.5	76.0
2100	7	0	0	0	0	0	2	1	3	1	0	0	0	0	0	0	76.8	-
2200	3	0	0	0	0	0	1	1	1	0	0	0	0	0	0	0	78.3	-
2300	2	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	54.9	-
07-19	76	0	2	2	7	11	22	17	10	4	1	0	0	0	0	0	66.7	82.8
06-22	114	0	2	4	9	14	31	29	19	5	1	0	0	0	0	0	67.7	83.9
06-00	119	0	2	4	10	14	33	30	20	5	1	0	0	0	0	0	67.8	83.9
00-00	123	0	2	4	10	14	33	32	21	6	1	0	0	0	0	0	68.2	84.2

* Wednesday, July 22, 2015

Time	Total	Vbin	Vbin	Vbin	Vbin	Vbin	Vbin	Vbin	Vbin	Vbin	Vbin	Vbin	Vbin	Vbin	Vbin	Vbin	Mean	Vpp
------	-------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	-----

		10	20	30	40	50	60	70	80	90	100	110	120	130	140	150	85
		20	30	40	50	60	70	80	90	100	110	120	130	140	150	160	
0000	4	0	0	0	1	0	1	1	1	0	0	0	0	0	0	0	68.3
0100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-
0200	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-
0300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-
0400	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-
0500	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-
0600	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-
0700	1	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	70.3
0800	4	0	0	0	1	0	2	1	0	0	0	0	0	0	0	0	62.4
0900	5	0	0	0	1	2	1	1	0	0	0	0	0	0	0	0	58.6
1000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-
1100	6	0	0	0	1	0	1	2	0	1	1	0	0	0	0	0	76.1
1200	4	0	0	0	1	0	0	3	0	0	0	0	0	0	0	0	69.4
1300	4	0	0	1	0	1	2	0	0	0	0	0	0	0	0	0	53.5
1400	4	0	0	0	0	1	2	1	0	0	0	0	0	0	0	0	64.7
1500	3	0	0	1	1	0	1	0	0	0	0	0	0	0	0	0	49.4
1600	12	0	0	3	0	0	0	5	4	0	0	0	0	0	0	0	66.6
1700	6	0	0	3	1	0	1	1	0	0	0	0	0	0	0	0	49.4
1800	10	0	0	0	0	3	3	0	2	2	0	0	0	0	0	0	71.4
1900	5	0	0	0	1	0	3	0	0	1	0	0	0	0	0	0	70.1
2000	8	0	0	0	0	1	3	1	2	0	1	0	0	0	0	0	75.1
2100	11	0	0	0	1	2	5	1	0	1	1	0	0	0	0	0	69.3
2200	5	0	0	0	0	0	3	1	1	0	0	0	0	0	0	0	71.7
2300	3	0	0	0	1	0	2	0	0	0	0	0	0	0	0	0	55.8
07-19	59	0	0	8	6	7	13	15	6	3	1	0	0	0	0	0	64.0
06-22	83	0	0	8	8	10	24	17	8	5	3	0	0	0	0	0	66.1
06-00	91	0	0	8	9	10	29	18	9	5	3	0	0	0	0	0	66.1
00-00	95	0	0	8	10	10	30	19	10	5	3	0	0	0	0	0	66.2

*** Thursday, July 23, 2015**

Time	Total	Vbin	Vbin	Vbin	Vbin	Vbin	Vbin	Vbin	Vbin	Vbin	Vbin	Vbin	Vbin	Vbin	Vbin	Vbin	Mean	Vpp
		10	20	30	40	50	60	70	80	90	100	110	120	130	140	150		85
		20	30	40	50	60	70	80	90	100	110	120	130	140	150	160		
0000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	-
0100	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	55.3	-
0200	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	-
0300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	-
0400	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	-
0500	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	-
0600	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	69.0	-
0700	2	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	64.2	-
0800	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	69.4	-
0900	5	2	0	0	0	0	2	1	0	0	0	0	0	0	0	0	45.7	-
1000	7	0	0	1	2	2	1	0	1	0	0	0	0	0	0	0	56.2	-
1100	12	0	0	0	2	5	1	2	1	0	1	0	0	0	0	0	65.1	77.8
1200	3	0	0	1	0	0	0	2	0	0	0	0	0	0	0	0	61.5	-
1300	10	1	0	0	1	3	0	5	0	0	0	0	0	0	0	0	60.5	-
1400	6	0	0	0	1	0	2	2	0	1	0	0	0	0	0	0	70.3	-
07-19	46	3	0	2	6	11	7	13	2	1	1	0	0	0	0	0	61.1	76.7
06-22	47	3	0	2	6	11	8	13	2	1	1	0	0	0	0	0	61.3	76.7
06-00	47	3	0	2	6	11	8	13	2	1	1	0	0	0	0	0	61.3	76.7
00-00	48	3	0	2	6	12	8	13	2	1	1	0	0	0	0	0	61.2	76.7

*** Grand Total**

Time	Total	Vbin	Vbin	Vbin	Vbin	Vbin	Vbin	Vbin	Vbin	Vbin	Vbin	Vbin	Vbin	Vbin	Vbin	Vbin	Mean	Vpp
		10	20	30	40	50	60	70	80	90	100	110	120	130	140	150		85
		20	30	40	50	60	70	80	90	100	110	120	130	140	150	160		
--	322	4	3	17	30	40	87	75	44	17	5	0	0	0	0	0	66.7	82.8

In profile: Vehicles = 322 / 339 (94.99%)



Hayes Line Speed Statistics

Grand Total

Site: Hayes Line
Description: 817 Hayes Line
Filter time: 16:00 Monday, July 20, 2015 => 16:00 Thursday, July 23, 2015 (3)
Author: Joseph Kelly
RSU Installers: Joseph Kelly

Vehicles = 406

Posted speed limit = 80 km/h, Exceeding = 250 (61.58%), Mean Exceeding = 94.70 km/h

Maximum = 132.3 km/h, Minimum = 22.9 km/h, Mean = 85.1 km/h

85% Speed = 99.7 km/h, 95% Speed = 113.0 km/h, Median = 84.6 km/h

16 km/h Pace = 77 - 93, Number in Pace = 173 (42.61%)

Variance = 259.10, Standard Deviation = 16.10 km/h

Speed Bins

Speed	Bin	Below		Above		Energy	vMult	n * vMult
0 - 10	0	0.0%	0	0.0%	406	100.0%	0.00	0.00
10 - 20	0	0.0%	0	0.0%	406	100.0%	0.00	0.00
20 - 30	3	0.7%	3	0.7%	403	99.3%	0.00	0.00
30 - 40	1	0.2%	4	1.0%	402	99.0%	0.00	0.00
40 - 50	5	1.2%	9	2.2%	397	97.8%	0.00	0.00
50 - 60	12	3.0%	21	5.2%	385	94.8%	0.00	0.00
60 - 70	41	10.1%	62	15.3%	344	84.7%	0.00	0.00
70 - 80	94	23.2%	156	38.4%	250	61.6%	0.00	0.00
80 - 90	95	23.4%	251	61.8%	155	38.2%	0.00	0.00
90 - 100	93	22.9%	344	84.7%	62	15.3%	0.00	0.00
100 - 110	36	8.9%	380	93.6%	26	6.4%	0.00	0.00
110 - 120	16	3.9%	396	97.5%	10	2.5%	0.00	0.00
120 - 130	9	2.2%	405	99.8%	1	0.2%	0.00	0.00
130 - 140	1	0.2%	406	100.0%	0	0.0%	0.00	0.00
140 - 150	0	0.0%	406	100.0%	0	0.0%	0.00	0.00
150 - 160	0	0.0%	406	100.0%	0	0.0%	0.00	0.00
160 - 170	0	0.0%	406	100.0%	0	0.0%	0.00	0.00
170 - 180	0	0.0%	406	100.0%	0	0.0%	0.00	0.00
180 - 190	0	0.0%	406	100.0%	0	0.0%	0.00	0.00
190 - 200	0	0.0%	406	100.0%	0	0.0%	0.00	0.00

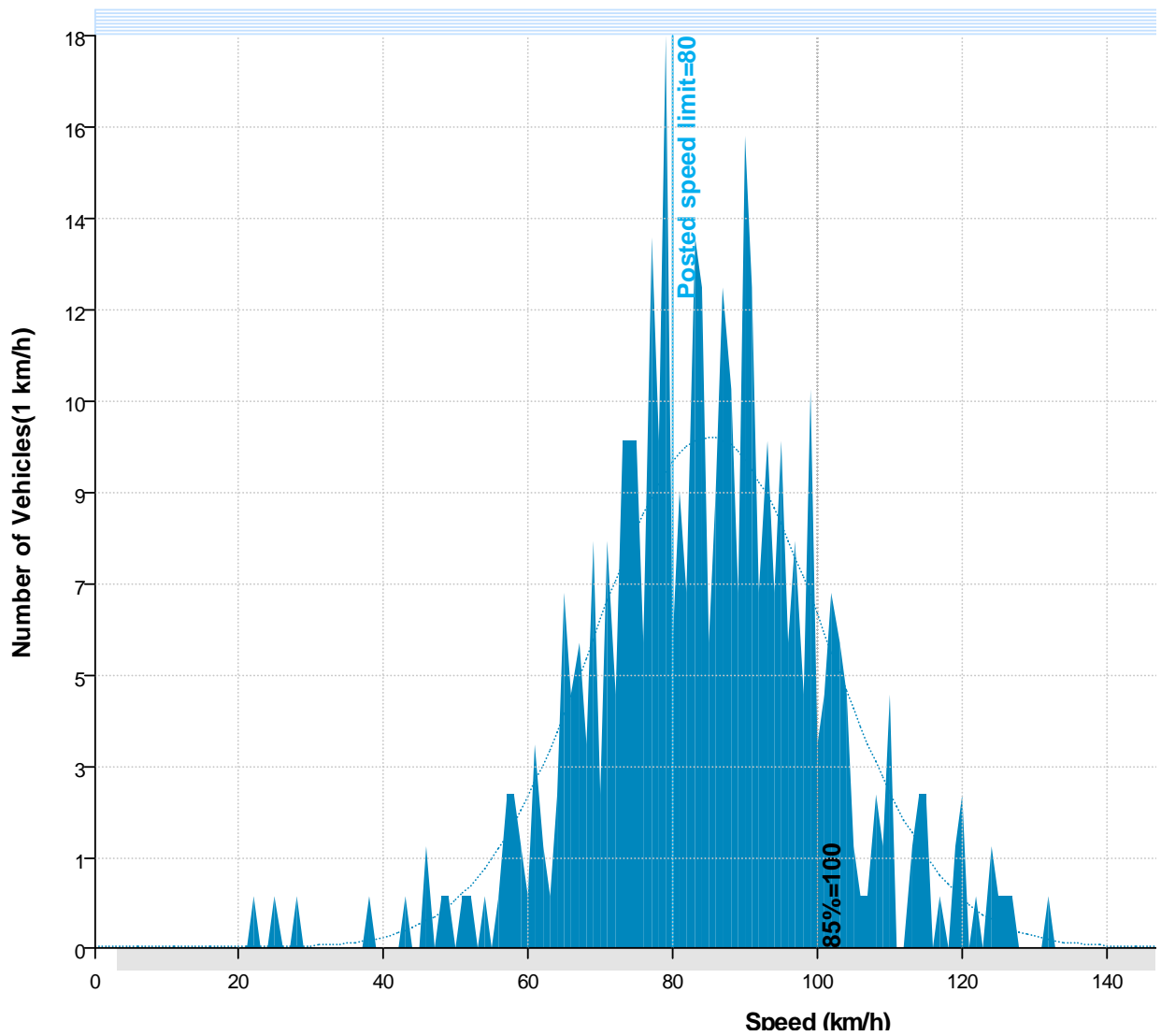
Total Speed Rating = 0.00

Total Moving Energy (Estimated) = 0.00

Speed limit fields

Limit	Below	Above
0 80 (PSL)	156 38.4%	250 61.6%

Speed Histogram



Speed Statistics by Hour

Hour Bins

Time	Bin		Min	Max	Mean	Median	85%	95%	>PSL 80 km/h	
0000	5	1.2%	46.9	97.5	82.4	91.8	92.5	97.2	4	80.0%
0100	2	0.5%	87.3	104.1	95.7	87.1	104.0	104.0	2	100.0%
0200	1	0.2%	73.6	73.6	73.6	73.4	73.4	73.4	0	0.0%
0300	1	0.2%	79.8	79.8	79.8	79.6	79.6	79.6	0	0.0%
0400	1	0.2%	100.4	100.4	100.4	100.1	100.1	100.1	1	100.0%
0500	0	0.0%	0.0	0.0	0.0	0.0	0.0	0.0	0	0.0%
0600	0	0.0%	0.0	0.0	0.0	0.0	0.0	0.0	0	0.0%
0700	4	1.0%	64.8	103.9	92.6	100.4	100.8	103.7	3	75.0%
0800	10	2.5%	73.9	115.1	91.4	90.4	104.4	114.8	8	80.0%
0900	12	3.0%	69.5	124.2	89.4	86.0	99.7	101.5	8	66.7%
1000	20	4.9%	58.5	120.6	86.9	82.4	97.9	117.0	13	65.0%
1100	15	3.7%	64.3	120.6	86.4	87.1	103.0	108.0	9	60.0%
1200	18	4.4%	25.3	125.1	79.3	77.4	92.9	103.3	8	44.4%
1300	27	6.7%	43.0	109.9	81.5	81.0	95.4	104.0	16	59.3%
1400	13	3.2%	61.2	100.1	81.5	79.6	95.4	97.2	6	46.2%
1500	25	6.2%	22.9	119.4	79.4	78.8	101.9	113.8	8	32.0%
1600	28	6.9%	57.8	115.7	87.5	84.6	99.0	113.0	22	78.6%
1700	25	6.2%	46.2	115.2	85.2	86.0	99.0	110.2	15	60.0%
1800	30	7.4%	61.0	108.5	81.7	79.9	99.4	105.5	15	50.0%
1900	70	17.2%	52.7	132.3	87.1	88.2	99.4	122.4	45	64.3%
2000	38	9.4%	28.3	110.7	84.2	87.1	95.4	99.0	26	68.4%
2100	22	5.4%	48.3	127.1	89.4	87.1	110.2	120.2	16	72.7%
2200	20	4.9%	58.3	107.0	83.6	83.2	94.3	97.2	12	60.0%
2300	19	4.7%	59.9	119.3	88.3	84.6	103.3	114.1	13	68.4%
----	406	100.0%	22.9	132.3	85.1	84.6	99.7	113.0	250	61.6%

Daily Summaries

Column Legend:

0 [Time]	24-hour time (0000 - 2359)
1 [Total]	Number in time step
2 [Vbin]	Speed bin totals
3 [Mean]	Average speed
4 [Vpp]	Percentile speed

* Monday, July 20, 2015

Time	Total	Vbin 10 20	Vbin 20 30	Vbin 30 40	Vbin 40 50	Vbin 50 60	Vbin 60 70	Vbin 70 80	Vbin 80 90	Vbin 90 100	Vbin 100 110	Vbin 110 120	Vbin 120 130	Vbin 130 140	Vbin 140 150	Vbin 150 160	Mean	Vpp 85
1600	13	0	0	0	0	1	1	1	4	4	1	1	0	0	0	0	87.7	99.0
1700	6	0	0	0	0	0	0	3	0	3	0	0	0	0	0	0	83.6	-
1800	7	0	0	0	0	0	2	1	3	1	0	0	0	0	0	0	78.9	-
1900	30	0	0	0	0	4	3	3	6	10	1	1	2	0	0	0	85.6	96.1
2000	12	0	0	0	0	0	1	4	1	6	0	0	0	0	0	0	83.7	92.5
2100	6	0	0	0	0	1	1	0	1	1	0	2	0	0	0	0	89.1	-
2200	7	0	0	0	0	1	1	0	2	2	1	0	0	0	0	0	85.4	-
2300	6	0	0	0	0	0	0	0	3	2	0	1	0	0	0	0	93.0	-
07-19	26	0	0	0	0	1	3	5	7	8	1	1	0	0	0	0	84.4	99.0
06-22	74	0	0	0	0	6	8	12	15	25	2	4	2	0	0	0	85.2	97.9
06-00	87	0	0	0	0	7	9	12	20	29	3	5	2	0	0	0	85.7	97.9
00-00	87	0	0	0	0	7	9	12	20	29	3	5	2	0	0	0	85.7	97.9

* Tuesday, July 21, 2015

Time	Total	Vbin 10 20	Vbin 20 30	Vbin 30 40	Vbin 40 50	Vbin 50 60	Vbin 60 70	Vbin 70 80	Vbin 80 90	Vbin 90 100	Vbin 100 110	Vbin 110 120	Vbin 120 130	Vbin 130 140	Vbin 140 150	Vbin 150 160	Mean	Vpp 85
0000	2	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	87.6	-
0100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	-
0200	1	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	73.6	-
0300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	-
0400	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	-
0500	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	-
0600	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	-
0700	2	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	84.4	-
0800	3	0	0	0	0	0	0	2	1	0	0	0	0	0	0	0	76.9	-
0900	4	0	0	0	0	0	0	0	0	4	0	0	0	0	0	0	95.1	-
1000	7	0	0	0	0	1	1	1	3	1	0	0	0	0	0	0	79.2	-
1100	5	0	0	0	0	0	0	1	1	1	1	0	1	0	0	0	95.9	-
1200	6	0	0	0	0	0	2	2	1	0	1	0	0	0	0	0	78.9	-
1300	9	0	0	0	0	0	0	1	6	2	0	0	0	0	0	0	85.1	-
1400	2	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	94.0	-
1500	5	0	0	0	0	0	0	2	1	0	0	2	0	0	0	0	96.0	-
1600	6	0	0	0	0	0	1	1	3	0	0	1	0	0	0	0	84.9	-
1700	11	0	0	0	0	0	1	3	4	0	1	2	0	0	0	0	87.4	99.7
1800	10	0	0	0	0	0	3	2	2	1	2	0	0	0	0	0	82.8	-
1900	23	0	0	0	0	1	1	7	3	7	2	0	1	1	0	0	88.5	102.2
2000	11	0	0	0	0	0	2	0	2	6	0	1	0	0	0	0	89.2	99.0
2100	10	0	0	0	1	0	0	2	3	3	1	0	0	0	0	0	84.8	-
2200	5	0	0	0	0	0	0	2	2	1	0	0	0	0	0	0	81.8	-
2300	8	0	0	0	0	0	0	4	1	1	2	0	0	0	0	0	84.7	-
07-19	70	0	0	0	0	1	9	15	22	11	6	5	1	0	0	0	86.0	103.0
06-22	114	0	0	0	1	2	12	24	30	27	9	6	2	1	0	0	86.7	99.7
06-00	127	0	0	0	1	2	12	30	33	29	11	6	2	1	0	0	86.4	99.7
00-00	130	0	0	0	1	2	12	31	34	30	11	6	2	1	0	0	86.3	99.7

*** Wednesday, July 22, 2015**

Time	Total	Vbin 10 20	Vbin 20 30	Vbin 30 40	Vbin 40 50	Vbin 50 60	Vbin 60 70	Vbin 70 80	Vbin 80 90	Vbin 90 100	Vbin 100 110	Vbin 110 120	Vbin 120 130	Vbin 130 140	Vbin 140 150	Vbin 150 160	Mean	Vpp 85
0000	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	97.5	-
0100	1	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	87.3	-
0200	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	-
0300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	-
0400	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	-
0500	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	-
0600	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	-
0700	1	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	100.6	-
0800	3	0	0	0	0	0	0	0	0	2	1	0	0	0	0	0	96.6	-
0900	6	0	0	0	0	0	1	2	1	0	1	0	1	0	0	0	89.5	-
1000	6	0	0	0	0	0	0	3	2	0	0	1	0	0	0	0	86.4	-
1100	5	0	0	0	0	0	1	2	1	0	1	0	0	0	0	0	81.8	-
1200	6	0	0	0	0	0	0	1	2	2	0	0	1	0	0	0	94.6	-
1300	7	0	0	0	1	0	2	2	1	0	1	0	0	0	0	0	73.7	-
1400	7	0	0	0	0	0	1	3	0	2	1	0	0	0	0	0	81.9	-
1500	9	0	0	0	0	0	1	4	1	1	2	0	0	0	0	0	84.6	-
1600	9	0	0	0	0	0	0	1	4	4	0	0	0	0	0	0	89.0	-
1700	8	0	0	0	1	0	1	1	1	3	0	1	0	0	0	0	83.5	-
1800	13	0	0	0	0	0	5	2	1	3	2	0	0	0	0	0	82.3	99.4
1900	17	0	0	0	0	0	1	5	3	6	1	1	0	0	0	0	87.9	99.0
2000	15	0	1	0	0	0	2	2	6	4	0	0	0	0	0	0	80.9	90.7
2100	6	0	0	0	0	0	1	0	2	0	1	0	2	0	0	0	97.4	-
2200	8	0	0	0	0	0	0	4	2	2	0	0	0	0	0	0	83.2	-
2300	5	0	0	0	0	1	0	1	1	0	1	1	0	0	0	0	88.3	-
07-19	80	0	0	0	2	0	12	21	14	17	10	2	2	0	0	0	85.1	100.4
06-22	118	0	1	0	2	0	16	28	25	27	12	3	4	0	0	0	85.6	99.7
06-00	131	0	1	0	2	1	16	33	28	29	13	4	4	0	0	0	85.6	99.7
00-00	133	0	1	0	2	1	16	33	29	30	13	4	4	0	0	0	85.7	99.7

*** Thursday, July 23, 2015**

Time	Total	Vbin 10 20	Vbin 20 30	Vbin 30 40	Vbin 40 50	Vbin 50 60	Vbin 60 70	Vbin 70 80	Vbin 80 90	Vbin 90 100	Vbin 100 110	Vbin 110 120	Vbin 120 130	Vbin 130 140	Vbin 140 150	Vbin 150 160	Mean	Vpp 85
0000	2	0	0	0	1	0	0	0	0	1	0	0	0	0	0	0	69.7	-
0100	1	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	104.1	-
0200	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	-
0300	1	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	79.8	-
0400	1	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	100.4	-
0500	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	-
0600	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	-
0700	1	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	101.1	-
0800	4	0	0	0	0	0	0	0	1	1	1	1	0	0	0	0	98.4	-
0900	2	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	77.9	-
1000	7	0	0	0	0	0	0	1	2	2	1	0	1	0	0	0	94.9	-
1100	5	0	0	0	0	0	1	1	3	0	0	0	0	0	0	0	81.5	-
1200	6	0	1	0	0	1	0	3	1	0	0	0	0	0	0	0	64.4	-
1300	11	0	0	0	0	1	1	3	3	0	3	0	0	0	0	0	83.5	102.2
1400	4	0	0	0	0	0	1	2	1	0	0	0	0	0	0	0	74.5	-
1500	11	0	1	1	1	0	0	7	0	0	1	0	0	0	0	0	67.6	78.8
07-19	51	0	2	1	1	2	4	17	12	3	7	1	1	0	0	0	79.8	100.8
06-22	51	0	2	1	1	2	4	17	12	3	7	1	1	0	0	0	79.8	100.8
06-00	51	0	2	1	1	2	4	17	12	3	7	1	1	0	0	0	79.8	100.8
00-00	56	0	2	1	2	2	4	18	12	4	9	1	1	0	0	0	80.2	102.2

*** Grand Total**

Time	Total	Vbin 10 20	Vbin 20 30	Vbin 30 40	Vbin 40 50	Vbin 50 60	Vbin 60 70	Vbin 70 80	Vbin 80 90	Vbin 90 100	Vbin 100 110	Vbin 110 120	Vbin 120 130	Vbin 130 140	Vbin 140 150	Vbin 150 160	Mean	Vpp 85
--	406	0	3	1	5	12	41	94	95	93	36	16	9	1	0	0	85.1	99.7

In profile: Vehicles = 406 / 843 (48.16%)



Automated Speed Limit Guidelines

FORM A - Automated Speed Limit Guidelines Spreadsheet

Version:
10-Apr-09

Name of Corridor:	Cottingham Rd		
Segment Evaluated:	Mt Nebo Rd	to	40 zone at east end
Geographic Region:	CKL. Emily		
Road Agency:			
Road Classification:	Local	Length of Corridor:	8,200 m
Urban / Rural:	Rural	Design Speed: (Required for Freeway, Expressway, Highway)	km/h
Divided / Undivided:	Divided	Current Posted Speed: (For information only)	km/h
Major / Minor:	Major	Prevailing Speed: (85th Percentile - for information only)	km/h
# Through Lanes Per Direction:	1 lane	Policy: (Maximum Posted Speed)	

		RISK	Score
A1	GEOMETRY (Horizontal)	Lower	2
A2	GEOMETRY (Vertical)	Higher	6
A3	AVERAGE LANE WIDTH	Higher	3
B	ROADSIDE HAZARDS	Medium	6
C1	PEDESTRIAN EXPOSURE	Lower	1
C2	CYCLIST EXPOSURE	Lower	1
D	PAVEMENT SURFACE	Lower	3
E1	NUMBER OF INTERSECTIONS WITH PUBLIC ROADS	Number of Occurrences	1
	STOP controlled intersection	2	
	Signalized intersection	0	
	Roundabout or traffic circle	0	
	Crosswalk	0	
	Active, at-grade railroad crossing	0	
	Sidestreet STOP-controlled or lane	2	
E2	NUMBER OF INTERSECTIONS WITH PRIVATE ACCESS DRIVEWAYS	Number of Occurrences	4
	Left turn movements permitted	71	
	Right-in / Right-out only	0	
E3	NUMBER OF INTERCHANGES	Number of Occurrences	0
	Number of interchanges along corridor	0	
F	ON-STREET PARKING	Medium	2

Total Risk Score:

29

Recommended Posted
Speed Limit (km/h):

As determined by road characteristics

60

As determined by policy

The recommended posted speed limit may be checked against the prevailing speeds of the roadway and the road's safety performance.

Comments:



Automated Speed Limit Guidelines

FORM A - Automated Speed Limit Guidelines Spreadsheet

Version:
10-Apr-09

Name of Corridor:	Meadoview Rd		
Segment Evaluated:	Mt Nebo Rd	to	60 Zone near Orange Corners Rd
Geographic Region:	CKL. Emily		
Road Agency:			
Road Classification:	Local	Length of Corridor:	6,500 m
Urban / Rural:	Rural	Design Speed: (Required for Freeway, Expressway, Highway)	km/h
Divided / Undivided:	Divided	Current Posted Speed: (For information only)	km/h
Major / Minor:	Major	Prevailing Speed: (85th Percentile - for information only)	km/h
# Through Lanes Per Direction:	1 lane	Policy: (Maximum Posted Speed)	

		RISK	Score
A1	GEOMETRY (Horizontal)	Lower	2
A2	GEOMETRY (Vertical)	Higher	6
A3	AVERAGE LANE WIDTH	Higher	3
B	ROADSIDE HAZARDS	Higher	9
C1	PEDESTRIAN EXPOSURE	Medium	2
C2	CYCLIST EXPOSURE	Lower	1
D	PAVEMENT SURFACE	Lower	3
E1	NUMBER OF INTERSECTIONS WITH PUBLIC ROADS	Number of Occurrences	1
	STOP controlled intersection	2	
	Signalized intersection	0	
	Roundabout or traffic circle	0	
	Crosswalk	0	
	Active, at-grade railroad crossing	0	
	Sidestreet STOP-controlled or lane	0	
E2	NUMBER OF INTERSECTIONS WITH PRIVATE ACCESS DRIVEWAYS	Number of Occurrences	4
	Left turn movements permitted	49	
	Right-in / Right-out only	0	
E3	NUMBER OF INTERCHANGES	Number of Occurrences	0
	Number of interchanges along corridor	0	
F	ON-STREET PARKING	Medium	2

Total Risk Score:

33

Recommended Posted
Speed Limit (km/h):

As determined by road characteristics

60

As determined by policy

The recommended posted speed limit may be checked against the prevailing speeds of the roadway and the road's safety performance.

Comments:



Automated Speed Limit Guidelines

FORM A - Automated Speed Limit Guidelines Spreadsheet

Version:
10-Apr-09

Name of Corridor:	Hayes Line		
Segment Evaluated:	Ski Hill Rd	to	40 Zone at east end
Geographic Region:	CKL. Emily, Peterborough County		
Road Agency:			
Road Classification:	Local	Length of Corridor:	11,200 m
Urban / Rural:	Rural	Design Speed: (Required for Freeway, Expressway, Highway)	km/h
Divided / Undivided:	Divided	Current Posted Speed: (For information only)	km/h
Major / Minor:	Major	Prevailing Speed: (85th Percentile - for information only)	km/h
# Through Lanes Per Direction:	1 lane	Policy: (Maximum Posted Speed)	

		RISK	Score
A1	GEOMETRY (Horizontal)	Lower	2
A2	GEOMETRY (Vertical)	Higher	6
A3	AVERAGE LANE WIDTH	Higher	3
B	ROADSIDE HAZARDS	Higher	9
C1	PEDESTRIAN EXPOSURE	Lower	1
C2	CYCLIST EXPOSURE	Lower	1
D	PAVEMENT SURFACE	Lower	3
E1	NUMBER OF INTERSECTIONS WITH PUBLIC ROADS	Number of Occurrences	1
	STOP controlled intersection	2	
	Signalized intersection	0	
	Roundabout or traffic circle	0	
	Crosswalk	0	
	Active, at-grade railroad crossing	0	
	Sidestreet STOP-controlled or lane	2	
E2	NUMBER OF INTERSECTIONS WITH PRIVATE ACCESS DRIVEWAYS	Number of Occurrences	2
	Left turn movements permitted	52	
	Right-in / Right-out only	0	
E3	NUMBER OF INTERCHANGES	Number of Occurrences	0
	Number of interchanges along corridor	0	
F	ON-STREET PARKING	Medium	2

Total Risk Score:

30

Recommended Posted
Speed Limit (km/h):

As determined by road characteristics

60

As determined by policy

The recommended posted speed limit may be checked against the prevailing speeds of the roadway and the road's safety performance.

Comments:

Collision Rates for 15 years of Collision Data

$((1\ 000\ 000 \times \text{No of Collisions}) / (365 \times \text{AADT} \times \text{Years} \times \text{Length})) = \text{Collisions per million vehicles km}$

Road	Collisions	AADT	Length(km)	Collision Rate
Cottingham	11	323	9.3	0.668841
Meadowview	17	399	11.6	0.670863
Hayes	11	367	13.2	0.414733

Note: Meadowview and Hayes have a lower (100-200 AADT) and higher (600-680 AADT) sections. An average was used for collision rate equation.

The Corporation of the City of Kawartha Lakes

Council Report

Report Number ENG2018-002

Date: January 30, 2018

Time: 2:00 p.m.

Place: Council Chambers

Ward Community Identifier: Ward 11

Subject: River Road Bridge Reconstruction Update

Author Name and Title: Juan Rojas, Director of Engineering & Corporate Assets

Recommendation(s):

That Report ENG2018-002, **River Road Bridge Reconstruction Update**, be received.

Department Head:_____

Financial/Legal/HR/Other:_____

Chief Administrative Officer:_____

Background:

At the Council Meeting of March 21, 2017, Council adopted the following resolution:

10.3.7 PUR2017-025

CR2017-239

Moved By Councillor James

Seconded By Councillor Dunn

RESOLVED THAT Report PUR2017-025, **Tender 2017-20-CT River Road Bridge Reconstruction**, be received;

THAT 2220742 Ontario Ltd. o/a Bronte Construction of Milton, be selected for the award of Tender 2017-20-CT for River Road Bridge Reconstruction for the tender price of \$2,124,875.00, plus HST;

THAT MMM Group be selected for the single source award for contract administration and inspection in the amount of \$148,491.00 plus HST;

THAT subject to receipt of the required documents, the Mayor and Clerk be authorized to execute the agreements to award these tenders; and

THAT Purchasing Division be authorized to issue a Purchase Order.

CARRIED

This report provides an update to the River Road Reconstruction Project.

Rationale:

The East Cross Creek Bridge (River Road Bridge) is located approx. 3.2km South West of Hwy 35. The existing bridge is a 12m span, T-beam structure. The overall width of 6.7m provides a roadway width of 5.5m between concrete barrier walls.

In 2014 a Municipal Structure Inspection was conducted by D.M. Wills Associates Ltd. See Appendix A. It was recommended that due to the poor condition of the concrete substructure and superstructure that the structure should be replaced.

The soil making up the subgrade of the north approach is proved to be extremely soft. The condition has made it almost impossible to satisfactorily build the approaches. Mud matts were required to traverse the subgrade with equipment, and additional geotechnical design components have been incorporated.

On November 1 2017 CKL was informed that Forte Solutions - the supplier of EPS foam blocks has terminated operations due to bankruptcy. Bronte was able to find a replacement supplier with a 3 week production and delivery time assuming no further approvals were required. See Appendix B

CKL – Communications Press Release issued Dec 7, 2017

Construction on the River Road bridge has been delayed. It is expected to be complete in the spring of 2018.

Delays to construction have been caused by a disruption in the supply of specialty material for the project. The City has secured a new supplier, but must wait for warmer weather to complete construction.

“Safety is our top priority. The bridge was built on an old logging road and must be re-built using specialty light weight foam in order to maintain its structural integrity,” explained Juan Rojas, Director of Engineering and Corporate Assets. “We are doing everything possible to complete the bridge as early as the weather will allow.”

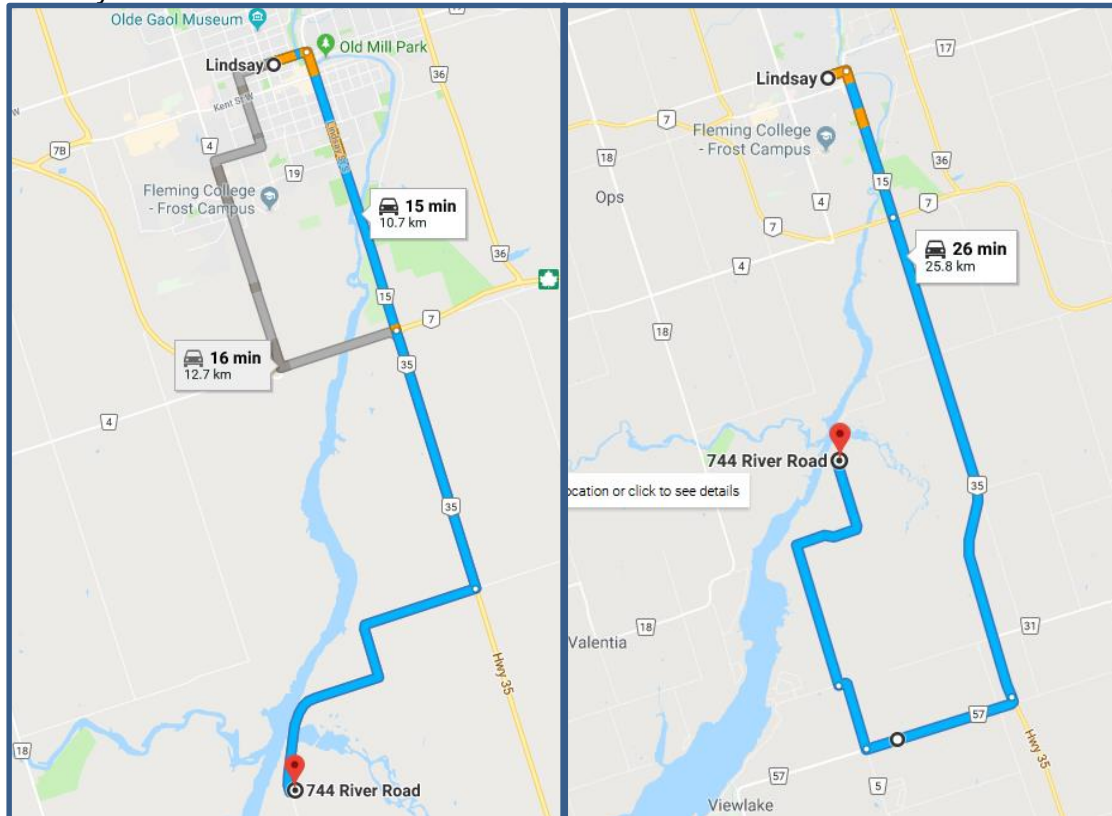
Highway 35 south will continue to be used as the detour route.

Notices

A hard copy of the press release was hand delivered to residents within the immediate impacted area. Notices were delivered on December 15/18, 2017. A notice was posted at the Janetville Community Centre.

Detour Route

Property owners south of River Road Bridge have been impacted by a detour route consisting of an additional 15.1km (maximum) or 11min drive to downtown Lindsay.



Project Status:

Project work has been suspended due to temperature constraints, quality of work and warranty issues as of December 7, 2017

Other Alternatives Considered:

Work through winter to completion

The project could continue through the winter months, however there are costs associated with that in the amount of approx. \$250,000. A major concern is the quality of the product due to cold temperatures. Majority of the work remaining requires temperatures of 5 degrees +. To achieve this, a temperature controlled enclosure would have to be constructed around north and south approaches as well as the bridge structure. Items that require temperature control are:

- The EPS is covered with a 40mm membrane that requires the seams to be welded. 10 degrees + are required for the welding.
- The waterproofing on the bridge deck requires 10 degrees + to be placed.

- The north and south concrete approaches require heated concrete and 5+ degrees during curing period, must be heated and protected for 7 days.
- Shotcrete treatment on the embankment requires 10+ degrees and be in a controlled environment while curing.
- Base asphalt requires a temperature of 2 degrees and rising in order to be placed.
- Lower production due to temperatures and shorter working days.
- Winter fuel to continually heat the enclosure for 2-3 months.
- Concrete and asphalt repairs likely in the spring due to being placed in sub-zero temperatures.

Bronte Construction and WSP consultants did not recommend winter work based on overall quality and reduced warranty.

Financial/Operation Impacts:

Funds for River Road Bridge Reconstruction were approved in the 2017 Capital Budget 983170101 under Capital Bridge Program Number RD1701.

The financial table below lists all projects under the RD1701 Program

Capital Project RD1703	Capital Project Budget	Other Committed Funds	Capital Project Balance	Tender Amount (incl. HST)	HST Rebate	Project Contingency	Total Tender Cost	Capital Project Balance
River Road Bridge (PUR2017-025)	\$2,181,230	\$151,104 *	\$2,030,126	\$2,384,441	(\$237,178)	\$105,506	\$2,252,769	(\$222,643)
Centennial Park Road Bridge (PUR2017-029)	\$486,400	\$35,365	\$451,035	\$247,349.09	(\$24,603)	\$21,889	\$244,635	\$206,400
Fairbairn Road Bridge – design (award via pre-qual)	\$60,000	\$5,000	\$55,000	\$44,668.90	(\$4,443.14)	\$5,000	\$45,226	\$9,774
Mill Pond Bridge – design	\$278,584	\$1,853	\$276,731	\$66,308	(\$6,596)	n/a	\$59,712	\$217,019
TOTAL	\$3,006,214	\$193,322	\$2,812,892	\$2,742,767	(\$272,820)	\$132,395	\$2,602,342	\$210,550

* Other Committed Funds include engineering costs for contract administration and inspection to be performed by MMM Group in the amount of \$148,491.00, excluding HST and material testing. Also included is staff time and disbursements.

The Contractor estimates approximately 8 weeks of outstanding work remains. Bronte Construction is fully prepared to mobilize as soon as weather and water levels permit.

Relationship of Recommendation(s) To The 2016-2019 Strategic Plan:

River Road Bridge Reconstruction aligns with the Corporate Strategic Goals "A Vibrant and Growing Economy", "An Exceptional Quality of Life", and "A Healthy Environment".

This Capital Project directly aligns with these strategic goals by:

- Enabling efficient infrastructure and asset management;
- Update and execute Municipal Master Plans by implementing improvements to the road network
- Strategic Priority of creating connections within the community and externally by expanding and enhancing active transportation systems.

Review of Accessibility Implications of Any Development or Policy:

Not applicable

Servicing Implications:

Road detour has been extended until bridge project is completed.

Consultations:

Supervisor, Infrastructure, Design, Construction – CKL Engineering
Junior Accountant – CKL Corporate Services, Finance
Project Manager - 2220742 Ontario Ltd. o/a Bronte Construction Ltd.
Project Engineer - WSP Consultants, formerly MMM Group

Attachments:

Appendix A – OSIM Report



OSIM Report 2011

Appendix B – Bankruptcy Documents – Supplier



Letter to the City of
Kawartha_ EPS Forte



Notice of
Bankruptcy.pdf

Department Head E-Mail: jrojas@city.kawarthalakes.on.ca

Department Head: Juan Rojas, Director of Engineering & Corporate Assets

Department File: Engineering

Municipal Structure Inspection Form

Structure Number: B 100021

Inventory Data:

Structure Name	East Cross Creek Bridge, Lot 9, Conc VI		
Main Hwy/Road #	<input type="text"/>	On <input checked="" type="checkbox"/> Under <input type="checkbox"/>	Crossing Type <input type="text" value="Non-navig water"/>
Road Name	River Road	Municipal Road ID	RIVER RD OPS
Structure Location	1.91 km S of Lot 10/11		
Latitude	49 063.40 N	Longitude	17 680.482 E
Owner(s)	City Of Kawartha Lakes		
Heritage Designation	Not "Cons"		
Road Class:	Arterial		
MTO Region	Eastern		
MTO District	Bancroft		
Old County	Victoria		
Geographic Twp	Ops		
Structure Type	T-Beam		
Total Deck Length	<input type="text" value="14"/>	(m)	
Overall Str Width	<input type="text" value="6.7"/>	(m)	
Total Deck Area	<input type="text" value="93.8"/>	(sq. m)	
Roadway Width	<input type="text" value="5.5"/>	(m)	
Span Lengths	<input type="text" value="12 m"/>		
Posted Speed	<input type="text" value="80"/>	No of Lanes	<input type="text" value="2"/>
AADT	<input type="text" value="395"/>	% Trucks	<input type="text"/>
Special Routes:	Transit <input type="checkbox"/> Truck <input type="checkbox"/> School <input type="checkbox"/> Bicycle <input checked="" type="checkbox"/>		
Detour Length Around Bridge	<input type="text"/>	(km)	
Fill on Structure	<input type="text"/>	(m)	
Skew Angle	<input type="text" value="0"/>	(Degrees)	
Direction of Structure	<input type="text" value="East/West"/>		
No of Spans	<input type="text" value="1"/>		

Historical Data

Year Built:	<input type="text" value="1922"/>	Last Biennial Inspection:	<input type="text" value="01/11/09"/>
Current Load Limit:	<input type="text"/> (tonnes)	Last BridgeMaster Inspection:	<input type="text"/>
Load Limit By-Law #:	<input type="text"/>	Last Evaluation:	<input type="text"/>
By-Law Expiry Date:	<input type="text"/>	Last Underwater Inspection:	<input type="text"/>
Min Vertical Clearance:	<input type="text"/> (m)	Last Condition Survey:	<input type="text"/>
Rehab History: (Date/description)			

Municipal Structure Inspection Form**Structure Number: B 100021****Field Inspection Information:**

Date of Inspection: 13/09/2011

Temperature: 20° C

Inspected By: D.M. Wills Associates Ltd.

Inspector: Ghassan Zanzoul, P.Eng

Others in Party: Wes Kingdon

Equipment Used: Camera, Hand Tools

Weather: Cloudy

Additional Investigations Required:

	Priority	Estimated Cost
Detailed Deck Condition Survey:	<input type="text"/>	<input type="text" value="\$0.00"/>
DART Survey	<input type="text"/>	<input type="text" value="\$0.00"/>
Detailed Coating Condition Survey:	<input type="text"/>	<input type="text" value="\$0.00"/>
Underwater Investigation:	<input type="text"/>	<input type="text" value="\$0.00"/>
Fatigue Investigation:	<input type="text"/>	<input type="text" value="\$0.00"/>
Seismic Investigation:	<input type="text"/>	<input type="text" value="\$0.00"/>
Structure Evaluation:	<input type="text"/>	<input type="text" value="\$0.00"/>
Load Posting: Estimated Load	<input type="text"/>	<input type="text" value="\$0.00"/>
Total Cost		<input type="text" value="\$0.00"/>

Special Notes:

Next Date Inspection: **Suspected Performance Deficiencies**

- | | | |
|---|--|------------------------------|
| 00 None | 06 Bearing not uniformly loaded/unstable | 12 Slippery surfaces |
| 01 Load carrying capacity | 07 Jammed expansion joint | 13 Flooding/channel blockage |
| 02 Excessive deformations (deflections rotations) | 08 Pedestrian/vehicular hazard | 14 Undermining of foundation |
| 03 Continuing settlement | 09 Rough riding surface | 15 Unstable embankments |
| 04 Continuing movements | 10 Surface ponding | 16 Other |
| 05 Seized bearings | 11 Deck drainage | |

Maintenance Needs

- | | | |
|--------------------------------------|---------------------------------|-------------------------------|
| 01 Lift and Swing Bridge Maintenance | 07 Repair to Structural Steel | 13 Erosion Control at Bridges |
| 02 Bridge Cleaning | 08 Repair of Bridge Concrete | 14 Concrete Sealing |
| 03 Bridge Handrail Maintenance | 09 Repair of Bridge Timber | 15 Rout and Seal |
| 04 Painting Steel Bridge Structures | 10 Bailey Bridges - Maintenance | 16 Bridge deck Drainage |
| 05 Bridge Deck Joint Repair | 11 Animal/Pest Control | 17 Other |
| 06 Bridge Bearing Maintenance | 12 Bridge Surface Repair | |

Municipal Structure Inspection Form

Structure Number: B 100021

Element Data

Element Group:	Barriers				Length:	0.3	
Element Name:	Posts				Width:	0.2	
Location:	Each side				Height:	1.1	
Material:	Cast-in-place concrete				Count:	18	
Element Type:	Cast-in-place concrete on supports				Total Quantity:	18	
Environment:	Severe				Limited Inspection	<input type="checkbox"/>	
Protection System:	None				Maint. Needs		
Condition Data:	Units	Exc	Good	Fair	Poor		
	Sq. m		17		1		
Comments							
Spall noted on one post							
Recommended Work							
Replace structure							
Perform. Deficiencies							
Estimated Construction Cost:							
Priority						None 6-10 yrs 1-5 yrs Within 1 yr Urgent	

Element Group:	Approaches				Length:	7	
Element Name:	Wearing surface				Width:	5.5	
Location:	Each End				Height:		
Material:	Asphalt				Count:	2	
Element Type:	Bituminous				Total Quantity:	77	
Environment:	Severe				Limited Inspection	<input type="checkbox"/>	
Protection System:	None				Maint. Needs		
Condition Data:	Units	Exc	Good	Fair	Poor		
	Sq. m		67	5	5		
Comments							
Potholes noted on wearing surface.							
Recommended Work							
Replace structure							
Perform. Deficiencies							
Estimated Construction Cost:							
Priority						None 6-10 yrs 1-5 yrs Within 1 yr Urgent	

Element Group:	Sidewalks/curbs				Length:	21.5	
Element Name:	Curbs				Width:	0.3	
Location:	Each Side				Height:	0.3	
Material:	Cast-in-place concrete				Count:	2	
Element Type:	Cast-in-place concrete on supports				Total Quantity:	25.8	
Environment:	Severe				Limited Inspection	<input type="checkbox"/>	
Protection System:	None				Maint. Needs		
Condition Data:	Units	Exc	Good	Fair	Poor		
	Sq. m		25.3		0.5		
Comments							
Localized spall noted.							
Recommended Work							
Replace structure							
Perform. Deficiencies							
Estimated Construction Cost:						\$0.00	
Priority						None 6-10 yrs 1-5 yrs Within 1 yr Urgent	

Municipal Structure Inspection Form

Structure Number: B 100021

Element Group:	Abutments					Length:	
Element Name:	Abutment walls					Width:	6.7
Location:	Each End					Height:	1.1
Material:	Cast-in-place concrete					Count:	2
Element Type:	Cast-in-place concrete on supports					Total Quantity:	14.73
Environment:	Benign					Limited Inspection	<input type="checkbox"/>
Protection System:	None					Maint. Needs	
Condition Data:	Units	Exc	Good	Fair	Poor		
	Sq. m		10.73	2	2		
Comments							
Severe erosion of the abutments							
Recommended Work							
Replace structure							
Perform. Deficiencies							
Estimated Construction Cost:						\$480,000.00	
Priority						None 6-10 yrs 1-5 yrs Within 1 yr Urgent	

Element Group:	Abutments					Length:	4.7
Element Name:	Wingwalls					Width:	
Location:	Each Quadrant					Height:	1.35
Material:	Cast-in-place concrete					Count:	4
Element Type:	Cast-in-place concrete on supports					Total Quantity:	25.37
Environment:	Benign					Limited Inspection	<input type="checkbox"/>
Protection System:	None					Maint. Needs	
Condition Data:	Units	Exc	Good	Fair	Poor		
	Sq. m				25.37		
Comments							
Wide cracks and spalls noted on all wingwalls.							
Recommended Work							
Replace structure							
Perform. Deficiencies						Load carrying capacity	
Estimated Construction Cost:							
Priority						None 6-10 yrs 1-5 yrs Within 1 yr Urgent	

Element Group:	Decks					Length:	6.7
Element Name:	Soffit - Thin Slab					Width:	4.7
Location:	Interior					Height:	
Material:	Cast-in-place concrete					Count:	1
Element Type:	Cast-in-place concrete on supports					Total Quantity:	31.48
Environment:	Benign					Limited Inspection	<input type="checkbox"/>
Protection System:	None					Maint. Needs	
Condition Data:	Units	Exc	Good	Fair	Poor		
	Sq. m		31.48				
Comments							
Recommended Work							
Perform. Deficiencies							
Estimated Construction Cost:							
Priority						None 6-10 yrs 1-5 yrs Within 1 yr Urgent	

Municipal Structure Inspection Form

Structure Number: B 100021

Element Group:	Decks				Length:	12	
Element Name:	Soffit - Thin Slab		Exterior		Width:	0.4	
Location:	Fascia				Height:		
Material:	Cast-in-place concrete				Count:	2	
Element Type:	Cast-in-place concrete on supports				Total Quantity:	4.8	
Environment:	Benign				Limited Inspection	<input type="checkbox"/>	
Protection System:	None				Maint. Needs		
Condition Data:	Units	Exc	Good	Fair	Poor		
	Sq. m		3.8	0.5	0.5		
Comments							
Spall and crack noted.							
Recommended Work							
Replace structure							
Perform. Deficiencies							
Estimated Construction Cost:							
Priority						None 6-10 yrs 1-5 yrs Within 1 yr Urgent	

Element Group:	Beams/MLE's				Length:	12	
Element Name:	Girders				Width:	0.5	
Location:					Height:	0.7	
Material:	Cast-in-place concrete				Count:	4	
Element Type:	T-type				Total Quantity:	91.2	
Environment:	Benign				Limited Inspection	<input type="checkbox"/>	
Protection System:	None				Maint. Needs		
Condition Data:	Units	Exc	Good	Fair	Poor		
	Sq. m		85.2	3	3		
Comments							
Spall and delamination at exterior west beam.							
Recommended Work							
Replace structure							
Perform. Deficiencies							
Estimated Construction Cost:							
Priority						None 6-10 yrs 1-5 yrs Within 1 yr Urgent	

Element Group:	Decks				Length:	14	
Element Name:	Wearing surface				Width:	5.5	
Location:					Height:		
Material:	Asphalt				Count:	1	
Element Type:	Bituminous				Total Quantity:	77	
Environment:	Severe				Limited Inspection	<input type="checkbox"/>	
Protection System:	None				Maint. Needs		
Condition Data:	Units	Exc	Good	Fair	Poor		
	Sq. m		57		20		
Comments							
Extensive potholes noted.							
Recommended Work							
Replace structure							
Perform. Deficiencies							
Estimated Construction Cost:							
Priority						None 6-10 yrs 1-5 yrs Within 1 yr Urgent	

Municipal Structure Inspection Form

Structure Number: B 100021

Element Group:	Decks				Length:	14	
Element Name:	Deck top				Width:	6.7	
Location:					Height:		
Material:	Cast-in-place concrete				Count:	1	
Element Type:	Cast-in-place concrete on supports				Total Quantity:	93.79	
Environment:	Moderate				Limited Inspection	<input type="checkbox"/>	
Protection System:	None				Maint. Needs		
Condition Data:	Units	Exc	Good	Fair	Poor		
	Sq. m			73.79	20		
Comments	Judged from wearing surface condition.						
Recommended Work	Replace structure						
Perform. Deficiencies							
Estimated Construction Cost:							
Priority	None 6-10 yrs 1-5 yrs Within 1 yr Urgent						

Element Group:	Decks				Length:		
Element Name:	Drainage				Width:	0.075	
Location:					Height:		
Material:	Steel				Count:	6	
Element Type:	Pipe round				Total Quantity:	6	
Environment:	Severe				Limited Inspection	<input type="checkbox"/>	
Protection System:	None				Maint. Needs		
Condition Data:	Units	Exc	Good	Fair	Poor		
	Each		6				
Comments							
Recommended Work							
Perform. Deficiencies							
Estimated Construction Cost:							
Priority	None 6-10 yrs 1-5 yrs Within 1 yr Urgent						

Element Group:	Barriers				Length:	21.5	
Element Name:	Railing Systems				Width:		
Location:	Each Side				Height:	1.1	
Material:	Cast-in-place concrete				Count:	2	
Element Type:	Concrete Post and bars				Total Quantity:	43	
Environment:	Severe				Limited Inspection	<input type="checkbox"/>	
Protection System:	None				Maint. Needs		
Condition Data:	Units	Exc	Good	Fair	Poor		
	Sq. m		23	10	10		
Comments	Spalls and section loss noted on railings.						
Recommended Work	Replace structure						
Perform. Deficiencies							
Estimated Construction Cost:							
Priority	None 6-10 yrs 1-5 yrs Within 1 yr Urgent						

Municipal Structure Inspection Form**Structure Number: B 100021****Associated Work**

	Comments	Estimated Cost
Total Estimated Construction Cost	Recommended Bridge Work	\$480,000.00
Approaches		\$0.00
Detours		\$0.00
Traffic Control		\$0.00
Utilities		\$0.00
Right of Way		\$0.00
Environmental Study		\$0.00
Other	Engineering (15%)	\$72,000.00
Contingencies	15%	\$72,000.00
Total Estimated Const. Cost		\$624,000.00

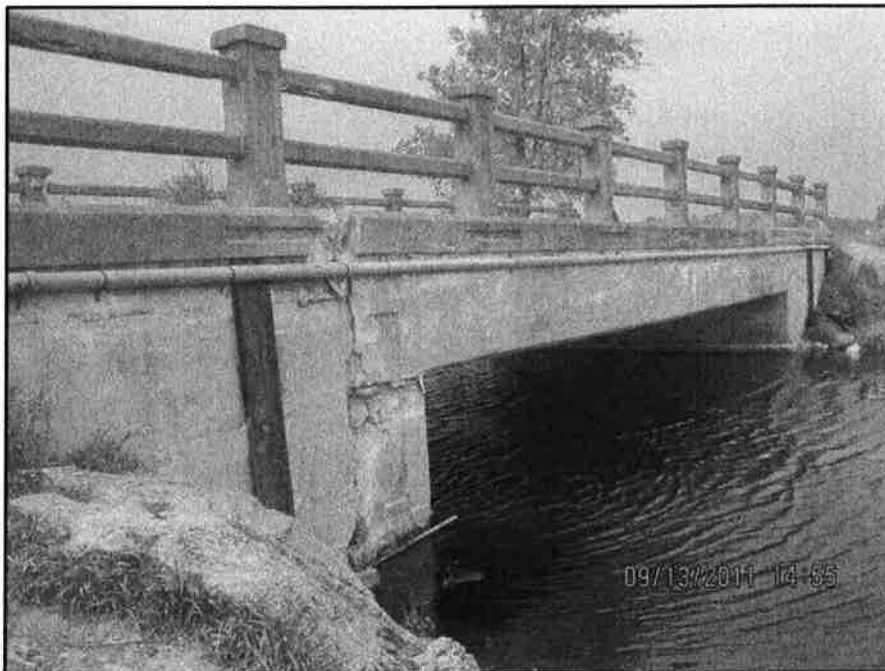
SITE PHOTOGRAPHS

SITE: B100021

Photo 1: Roadway looking south



Photo 2: West elevation



SITE PHOTOGRAPHS

SITE: B100021

Photo 3: Wide cracks and spalls on northeast wingwall



Photo 4: Severe erosion of north abutment footing



SITE PHOTOGRAPHS

SITE: B100021

Photo 5: Spalls and section loss on west railing



Photo 6: Spall and delamination on exterior west beam



SITE PHOTOGRAPHS

SITE: B100021

Photo 7: Typical wearing surface



Photo 8: Localized spalls on curb and railing posts





November 1st 2017

City of Kawartha Lakes
26 Francis Street
Lindsay, Ontario, K9V 5R8

Attn: Andrew Superville

Ref: Contract No.: 2017-20-CT River Road Bridge Reconstruction

Dear Mr. Superville and Project Team,

As of Monday, October 30th, we have advised that Forte Solutions - the supplier of EPS foam blocks has terminated operations due to bankruptcy. I have attached the letter from the courts showing the bankruptcy proceeding.

Forte has supplied phase 1 (northside) of the project, at this time there is no intention of phase 2 being completed by the owner.

We have reached out to other suppliers to help supply phase 2 (south side), and it looks like we might be able to move forward with Le Groupe Legerlite inc. (Foam Concept 2000 Inc.)
There are able to get us Layer A by Nov. 20th if no additional approvals are required.

We have provided them the approved drawings and the certification that Forte has provided - they are able to match the spec. The only issue is Legerlite requires payment for material on delivery as we have never dealt with them before. We ask that the Town pay us for the material ahead of time to facilitate this.

If there is a requirement for submittals for Legerlite please provide a list.

Please note there maybe some delay, we are unsure of the extent at this time. We are going to review our schedule and mitigate the delay as much as possible.

Sincerely,

Joel Van Beek
President

WILLIAM HARVEY JONES

B A R R I S T E R & S O L I C I T O R

Suite 2702 – 401 Bay Street | Toronto, Ontario | M5H 2Y4 V

TEL: (416) 596-8876 | FAX: (416) 596-0907 | EMAIL: WHJONES@WILLIAMJONES.CA

October 30, 2017

Chaitons LLP
Barristers & Solicitors
5000 Yonge Street, 10th. floor
Toronto Ontario
MM2N 7E9
Attention: Maya Poliak

And to the attached service list

Dear Sirs and Mesdames

RE: In the matter of the Notice of intention to Make a Proposal of Forte EPS Solutions Inc.

Please find attached hereto the Endorsement and Order of Justice Myers granted this morning.

Yours very truly



William Harvey Jones

SERVICE LIST

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Toronto, ON M2N 7E7

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Fax: 416.218.1844
E-mail: maya@chaitons.com

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Bruce Davies
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E-mail: bruce.davies@novachem.com

AND TO: DEPARTMENT OF JUSTICE
c/o Department of Justice
Ontario Regional Office
the Exchange Tower, Box 36
130 King Street West, Suite 3400
Toronto, ON M5X 1K6

Diane Winters
E-mail: diane.winters@justice.gc.ca

AND TO: MINISTRY OF FINANCE
Legal Services Branch
33 King Street West, 6th Floor
Oshawa, ON L1H 8H5

Kevin J. O'Hara
E-mail: kevin.ohara@fin.gov.on.ca

AND TO: TRAVELERS LEASING LTD.
500-4180 Lougheed Highway
Burnaby, BC V5C 6A7

E-mail: afisher@travelersfinancial.com
bheintz@travelersfinancial.com

AND TO: WESTERN ONTARIO MORTGAGE COMMUNITY FUTURES DEVELOPMENT CORPORATION
330 West Street, Unit 10
Brantford, ON N3R 7V5

E-mail: david@wocfdca.com

AND TO: NORTH SIMCOE COMMUNITY FUTURES DEVELOPMENT CORPORATION
355 Cranston Crescent
Midland, ON L4R 4K6

E-mail: admin@nscfcd.on.ca

(Short title of proceeding)

Oct 30/17

Court file no. 31-2253654
Estate File no. 31-2253654

Oct 30/17

I am satisfied that the SSP process was carried out fairly and with integrity. The process yielded sufficient information to allow the giving a conclusion that FPM has been obtained in a value-maximizing manner.

I am not in a position to rule that no levy is exigible on the BCE distribution. It might well be the case but absent further evidence or consent of the OLB, this cannot be determined ex parte.

If the confidential bid info is released, the amount of the later bid required will be revised upwards. Briefly, I am required to meet the Starr bid.

[Signature]

Motion Record

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY

William Harvey Jones
Barrister and Solicitor
2702-401 Bay Street,
Toronto, Ontario
M4V 3A1
LSUC # 38733J

(416) 596-8876
Fax: (416) 596-0907

Lawyer for the DEBTOR/APPLICANT





Court File No.: 31-2253654
Estate File No.: 31-2253654

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

THE HONOURABLE

JUSTICE

Myers

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)

MONDAY, THE 30th

DAY OF OCTOBER, 2017

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
FORTE EPS SOLUTIONS INC., A CORPORATION WITH A HEAD OFFICE IN THE
TOWN OF MIDLAND IN THE PROVINCE OF ONTARIO**

APPROVAL AND VESTING ORDER

THIS MOTION, made by Forte EPS Solutions Inc. (the "**Company**") for an order, *inter alia*, approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (the "**Sale Agreement**") between the Company and Amvic Inc. (the "**Purchaser**") dated October 17, 2017 and appended to the Confidential Brief (the "**Confidential Brief**") of Albert Gelman Inc. in its capacity as proposal trustee (the "**Proposal Trustee**"), the Supplement to the Confidential Brief of the Proposal Trustee (the "**Supplement**") and vesting in the Purchaser the Company's right, title and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING (i) the affidavit of John Cipressi sworn October 23, 2017 (the "**Cipressi Affidavit**"), (ii) the fourth report of the Proposal Trustee (the "**Fourth Report**"), and the Confidential Brief and on hearing the submissions of counsel for the Company, the Proposal Trustee, the Purchaser and Business Development Bank of Canada ("**BDC**"), no one appearing for any other person on the service list, although properly served as appears from the affidavit of Helga Fairhurst sworn October 25, 2017 filed:

APPROVAL OF SALE AND VESTING OF ASSETS

1. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved and the execution of the Sale Agreement by the Company is hereby authorized and approved, with such minor amendments as the Company, in consultation with the Proposal Trustee may deem necessary. The Company is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

2. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a certificate to the Purchaser substantially in the form attached as Schedule A hereto (the “**Closing Certificate**”), all of the Company’s right, title and interest in and to the Purchased Assets described in the Sale Agreement shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “**Claims**”) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Hainey dated June 14, 2017 and the Order of the Honourable Justice Penny dated July 31, 2017; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system (all of which are collectively referred to as the “**Encumbrances**”) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

3. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets (the “**Net Proceeds**”) shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Closing Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority

as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale, and for greater certainty, no person, including, but not limited to the Canada Revenue Agency ("**CRA**"), shall have any recourse, notwithstanding the BDC Payment (as defined herein), against the Purchaser and the Purchased Assets in respect of the Claims and the Encumbrances.

4. **THIS COURT ORDERS AND DIRECTS** the Proposal Trustee file with the Court a copy of the Closing Certificate, forthwith after delivery thereof.

5. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Company is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Company's records pertaining to its past and current employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Company.

6. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Company and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy (including any deemed assignment in bankruptcy resulting from these proceedings) made in respect of the Company;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Company and shall not be void or voidable by creditors of the Company, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer

at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

ADMINISTRATIVE MATTERS

7. **THIS COURT ORDERS** that the Fourth Report and the activities of the Proposal Trustee contained therein (including the Confidential Brief, the Supplement, and the activities of the Proposal Trustee contained therein) be and are hereby approved.

8. **THIS COURT ORDERS** that the Confidential Brief and the Supplement be and are hereby sealed until the earlier of; (i) the closing date of the Sale Agreement; or (ii) further Order of the Court;

9. **THIS COURT ORDERS** that the Proposal Trustee Charge (as defined in the Order of the Honourable Justice Hainey dated June 14, 2017), as amended by the Order of the Honourable Justice Penney dated July 31, 2017 (the "**July 31 Order**"), be and is hereby further amended by increasing the maximum amount of the charge to \$200,000 (the "**Professional Charge Amount**").

10. **THIS COURT ORDERS** that notwithstanding paragraph 9 above and the July 31 Order, \$50,000 of the Charge Amount shall be subordinate to any proven deemed trust claims advanced by CRA.

DISTRIBUTION

11. **THIS COURT ORDERS** that the Purchaser is directed to pay to BDC an amount equal to the BDC Indebtedness (as defined in the Fourth Report) as of the date of payment (the "**BDC Payment**"). The BDC Payment shall be deducted from the purchase price payable to the Debtor on closing and shall constitute a payment pursuant to BDC's rights under the *Personal Property Security Act* (Ontario) and shall be paid from proceeds of the Sale Transaction that are related to the Owned Assets (as that term is defined in the Fourth Report).

M 12. **THIS COURT ORDERS** that levy prescribed under section 147 and 60(4) of the *Bankruptcy and Insolvency Act* does not apply to the BDC Payment and the Proposal Trustee shall not be required to remit same. ✓ M

13. **THIS COURT ORDERS** that the BDC Payment shall be subject to a reimbursement agreement to be in a form acceptable to the Company, BDC and the Proposal Trustee and said reimbursement agreement shall be enforceable by any trustee in bankruptcy that may be appointed over the Company.

14. **THIS COURT ORDERS** that the Proposal Trustee is hereby authorized to distribute the portion of the Net Proceeds secured by the Proposal Trustee Charge to satisfy the unpaid accounts of the Proposal Trustee, its counsel and counsel to the Company up to the maximum amount of \$150,000 (the "**Professional Fee Payment**"), said funds not to be considered Net Proceeds as that term is defined in paragraph 3 of this Order.

15. **THIS COURT ORDERS** that no payment shall be made in to the Proposal Trustee, its counsel and counsel to the Company in excess of the Professional Fee Payment until such time as the CRA has completed its audit and finally determined the amount owing in respect of any deemed trust claims.

16. **THIS COURT ORDERS** that to the extent that the accounts in questions have not been reviewed and/or taxed, the Professional Fee Payment remains subject to review and/or taxation as required under the *Bankruptcy and Insolvency Act*

17. **THIS COURT ORDERS** that after the BDC Payment and the Professional Fee Payment, the balance of the funds received on account of the Purchased Assets shall be held by the Proposal Trustee in trust pending further Order of the Court.

FOREIGN RECOGNITION

18. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies

are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

A handwritten signature in blue ink is written over a horizontal line. The signature is stylized and appears to be "RJ-2".

Schedule A – Form of Closing Certificate

Court File No.: 31-2253654
Estate File No.: 31-2253654

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
FORTE EPS SOLUTIONS INC., A CORPORATION WITH A HEAD OFFICE IN THE
TOWN OF MIDLAND IN THE PROVINCE OF ONTARIO**

CLOSING CERTIFICATE

RECITALS

A. On _____ Albert Gelman Inc. was appointed as the proposal trustee (the "Proposal Trustee") of Forte EPS Solutions Inc. (the "Debtor").

B. Pursuant to an Order of the Court dated _____, the Court approved the agreement of purchase and sale made as of _____ (the "Sale Agreement") between the Debtor and Amvic Inc. (the "Purchaser") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets (as defined in the Order of the Honourable Justice _____ dated _____ (the "Approval Order"), which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Proposal Trustee to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section ____ of the Sale Agreement have been satisfied or waived by the Debtor and the Purchaser; and (iii) the transaction as contemplated in the Sale Agreement has been completed to the satisfaction of the Debtor.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE PROPOSAL TRUSTEE has been advised by the Debtor of the following:

1. The Purchaser has paid and the Debtor has received the Purchase Price for the Purchased Assets as provided for in the Sale Agreement and the Approval Order;

2. The conditions to Closing as set out in section ____ of the Sale Agreement have been satisfied or waived by the Debtor and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Debtor in consultation with the Proposal Trustee.
4. This Certificate was delivered by the Proposal Trustee at _____ on _____.

ALBERT GELMAN INC. in its capacity as
Proposal Trustee of FORTE EPS SOLUTIONS
INC. and not in its personal capacity

Per: _____
Name:
Title:

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL
OF FORTE EPS SOLUTIONS INC., A CORPORATION WITH A HEAD OFFICE
IN THE TOWN OF MIDLAND IN THE PROVINCE OF ONTARIO**

Court File No. 31-2253654
Estate File No. 31-2253654

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at **TORONTO**

ORDER

William Harvey Jones LS 387331
401 Bay Street, Suite 2702
Toronto, ON M5H 2Y4

Tel: 416.596.8876
Fax: 416.596.0907

Lawyers for EPS Solutions Inc.

The Corporation of the City of Kawartha Lakes

Council Report

Report Number ENG2018-003

Date: January 30, 2018
Time: 2:00 p.m.
Place: Council Chambers

Ward Community Identifier: 13

Subject: Request for Speed Reduction – Park St

Author Name and Title: Joseph Kelly, Senior Engineering Tech

Recommendation(s):

That Report ENG2018-003 **Request for Speed Reduction - Park St** be received; and

That the speed limit of Park Street from Sherwood Street to Perfectus Drive be posted at 40 km/h; and

That the necessary by-laws for the above recommendations be forwarded to Council for adoption; and

That the Mayor and Clerk be authorized to execute any documents and agreements required by the approval of this application/agreement/decision.

Department Head:_____

Financial/Legal/HR/Other:_____

Chief Administrative Officer:_____

Background:

At the Council Meeting of August 22, 2017 Council adopted the following resolution:

10.1.7 CC2017-21.10.1.7

Kathleen Seymour-Fagan, Councillor

Memorandum

Request for Speed Study on Park Street, Bobcaygeon

CR2017-674

RESOLVED THAT

the Memorandum from Councillor Seymour-Fagan dated August 22, 2017 regarding a request for a speed study on Park Street in Bobcaygeon, be received; and

THAT staff be instructed to conduct a speed study on Park Street in Bobcaygeon and report back by the end of Q4 of 2017.

This report addresses that direction. The memorandum outlining the concerns can be seen in Appendix A.

Rationale:

Park Street is a two lane road in Bobcaygeon which fronts the Bobcaygeon beach and trailer park site which are significant pedestrian generators. Sidewalks are not present nor are usable shoulders. A map can be seen in Appendix B.

When it comes time to reconstruct this road, sidewalks should be implemented as part of the urbanization of this section of road; however in the meantime reducing the speed limit along this section of Park St. would be an appropriate action to reduce conflict.

When considering the 715m of Park Street (from Sherwood Street to Perfectus Drive) using the Transportation Association of Canada's (TAC) Speed Limit Guidelines the recommended speed limit is 40 km/h.

Complete TAC speed limit forms can be seen in Appendix C.

As a result of the justification review carried out by staff, it is recommended that the speed limit of Park Street from Sherwood Street to Perfectus Drive be posted at 40 km/h by way of an amendment to Schedule "E" (Highways with a Speed Limit of 40 km/h) of By-law 2005-328.

Other Alternatives Considered:

Financial/Operation Impacts:

Cost of sign installation to bring By-law into effect. Approximately 6x450= \$2700

Relationship of Recommendation(s) To The 2016-2019 Strategic Plan:

Providing life safety and protection, while considering rural road use for pedestrians and cyclists enjoyment is a priority objective of the City under the Council Adopted Strategic Plan Goal of An Exceptional Quality of Life.

Consultations:

Mike Farquhar, Supervisor, Engineering – Technical Services

Attachments:

Appendix A – Memorandum



ENG2018-003-Appendix A.pdf

Appendix B – Key Map



ENG2018-003-Appendix B.pdf

Appendix C – TAC Speed Forms



ENG2018-003-Appendix C.pdf

Department Head E-Mail: jrojas@city.kawarthalakes.on.ca

Department Head: Juan Rojas, Director of Engineering & Corporate Assets

Department File: Engineering



Memo

To: Mayor Letham and Members of Council
From: Councillor Seymour-Fagan
Date: August 22, 2017
Subject: Request for Speed Study on Park Street, Bobcaygeon

Background

Local residents of Park Street in Bobcaygeon brought forward concerns regarding speeding and general safety on the road as there are currently no sidewalks that provide access to the public beach/trailer site. The residents are requesting that Council consider a reduction of the speed limit on Park Street. This memo brings forward the residents request for Council consideration.

Recommendation To Council

RESOLVED THAT the memorandum from Councillor Seymour-Fagan dated August 22, 2017 regarding a request for a speed study on Park Street, Bobcaygeon, be received and;

THAT staff be instructed to conduct a speed study on Park Street in Bobcaygeon and report the results and options for consideration by the end of Q4, 2017.

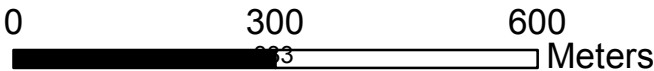
Park Street - Speed Reduction Bobcaygeon



Map produced by the City of Kawartha Lakes Engineering Department with data obtained under license. Reproduction without permission is prohibited.

The foregoing information is given for convenience only and it should be clearly understood that you must satisfy yourself as to whether the premises and the existing or proposed use thereof are, or would be, in conformity with all applicable by-laws and regulations of the municipality.

All distances and locations are approximate and are not of survey quality. This map is illustrative only. Do not rely on it as being a precise indicator of privately or publicly owned land, routes, locations or features, nor as a guide to navigate.



Projection: Transverse Mercator
Coordinate System: NAD83, Zone 17



Automated Speed Limit Guidelines

FORM A - Automated Speed Limit Guidelines Spreadsheet

Version:
10-Apr-09

Name of Corridor:	Park St - Bobcaygeon			
Segment Evaluated:	Sherwood	to	Perfectus Dr	
Geographic Region:	Bobcaygeon			
Road Agency:	CKL			
Road Classification:	Local	Length of Corridor:	715	m
Urban / Rural:	Urban	Design Speed: (Required for Freeway, Expressway, Highway)	50	km/h
Divided / Undivided:	Undivided	Current Posted Speed: (For information only)	50	km/h
Major / Minor:	Major	Prevailing Speed: (85th Percentile - for information only)		km/h
# Through Lanes Per Direction:	1 lane	Policy: (Maximum Posted Speed)	50	km/h

		RISK	Score
A1	GEOMETRY (Horizontal)	Lower	1
A2	GEOMETRY (Vertical)	Lower	1
A3	AVERAGE LANE WIDTH	Medium	4
B	ROADSIDE HAZARDS	Medium	2
C1	PEDESTRIAN EXPOSURE	Medium	6
C2	CYCLIST EXPOSURE	Medium	6
D	PAVEMENT SURFACE	Lower	1
E1	NUMBER OF INTERSECTIONS WITH PUBLIC ROADS	Number of Occurrences	1
	STOP controlled intersection	1	
	Signalized intersection		
	Roundabout or traffic circle		
	Crosswalk		
	Active, at-grade railroad crossing		
	Sidestreet STOP-controlled or lane	2	
E2	NUMBER OF INTERSECTIONS WITH PRIVATE ACCESS DRIVEWAYS	Number of Occurrences	12
	Left turn movements permitted		
	Right-in / Right-out only	25	
E3	NUMBER OF INTERCHANGES	Number of Occurrences	0
	Number of interchanges along corridor	0	
F	ON-STREET PARKING	Medium	6

Total Risk Score:

40

Recommended Posted Speed Limit (km/h):

As determined by road characteristics

40

As determined by policy

50

The recommended posted speed limit may be checked against the prevailing speeds of the roadway and the road's safety performance.

Comments:

Due to potential high pedestrian count from beach and fence prevents them from refuge, 40 zone recommend

The Corporation of the City of Kawartha Lakes

Council Report

Report Number ENG2018-004

Date: January 30, 2018
Time: 2:00 p.m.
Place: Council Chambers

Ward Community Identifier: 15

Subject: Request for Speed Reduction – Mary Street, Omemee

Author Name and Title: Joseph Kelly, Senior Engineering Tech

Recommendation(s):

That Report ENG2018-004 **Request for Speed Reduction – Mary Street, Omemee** be received; and

That the speed limit of Mary Street West from Cross Street South to Sturgeon Road South Be Posted At 40 Km/H; and

That the necessary by-laws for the above recommendations be forwarded to Council for adoption; and

That the Mayor and Clerk be authorized to execute any documents and agreements required by the approval of this application/agreement/decision.

Department Head:_____

Financial/Legal/HR/Other:_____

Chief Administrative Officer:_____

Background:

At the Council Meeting of September 12, 2017 Council adopted the following resolution:

10.1.2 CC2017-22.10.1.2

Mary Ann Martin, Councillor

Request for Speed Study on Mary Street, Omemee

RESOLVED THAT the memorandum from Councillor Martin dated September 12, 2017 regarding a request for a speed study on Mary Street, Omemee be received, and

THAT staff be instructed to conduct a speed study on Mary Street, Omemee and report the results and options for consideration by the end of Q4, 2017

This report addresses that direction. The memorandum outlining the concerns can be seen in Appendix A.

Rationale:

Mary Street is a two lane, local road in Omemee with no shoulder or sidewalk facilities other than a 130m section between Sturgeon St and George St that has been urbanized. Residents have raised safety concerns claiming vehicles by-pass congestion on Highway 7/ King St. using Mary Street during peak hours. It appears that most of the concerns are from eastbound traffic; however the potential for by-pass is also there for westbound traffic. Road characteristics and usage are similar for both Mary Street East and West.

Though it would normally be prudent to view Mary Street East and West as one corridor, it is currently being decided on how the bridge on Mary Street will be rehabilitated. It is possible that it will permanently close to general traffic. In light of this, and the fact that half the extent between Sturgeon Road South and the bridge, this report will address Mary Street West between Cross St South and Sturgeon Road South only. A map can be seen in Appendix B.

When it comes time to reconstruct this road, consideration should be given in installing sidewalks, in the meantime reducing the speed limit would be appropriate action in reducing conflict potential. It will likely do little in discouraging through traffic.

When considering the 680m of Mary Street West (from Cross Street South to Sturgeon Road South) using the Transportation Association of Canada's Speed Limit Guidelines the recommended speed limit is 40 km/h.

Complete TAC speed limit forms can be seen in Appendix C.

As a result of the justification review carried out by staff, it is recommended that the speed limit of Mary Street West from Cross Street South to Sturgeon Road South be posted at 40 km/h by way of an amendment to Schedule "E" (Highways with a Speed Limit of 40 km/h) of By-law 2005-328.

Other Alternatives Considered:

Implement a speed reduction on Mary Street East and West in its entirety. Without knowing the direction of the Mary Street bridge rehabilitation project, it is premature to reduce the speed on Mary Street East.

Financial/Operation Impacts:

Cost of sign installation to bring By-law into effect. Approximately 4x450= \$1800

Relationship of Recommendation(s) To The 2016-2019 Strategic Plan:

Providing life safety and protection, while considering rural road use for pedestrians and cyclists enjoyment is a priority objective of the City under the Council Adopted Strategic Plan Goal of An Exceptional Quality of Life.

Consultations:

Mike Farquhar – Supervisor, Engineering – Technical Services

Attachments:

Appendix A – Memorandum



ENG2018-004-Appendix A.pdf

Appendix B – Key Map



ENG2018-004-Appendix B.pdf

Appendix C – TAC Speed Forms



ENG2018-004-Appendix C.pdf

Department Head E-Mail: jrojas@city.kawarthalakes.on.ca

Department Head: Juan Rojas, Director of Engineering & Corporate Assets

Department File: Engineering



Memo

To: Mayor Letham and Members of Council

From: Councillor Martin

Date: September 12, 2017

Subject: Request for Speed Study on Mary Street, Omemee

Background

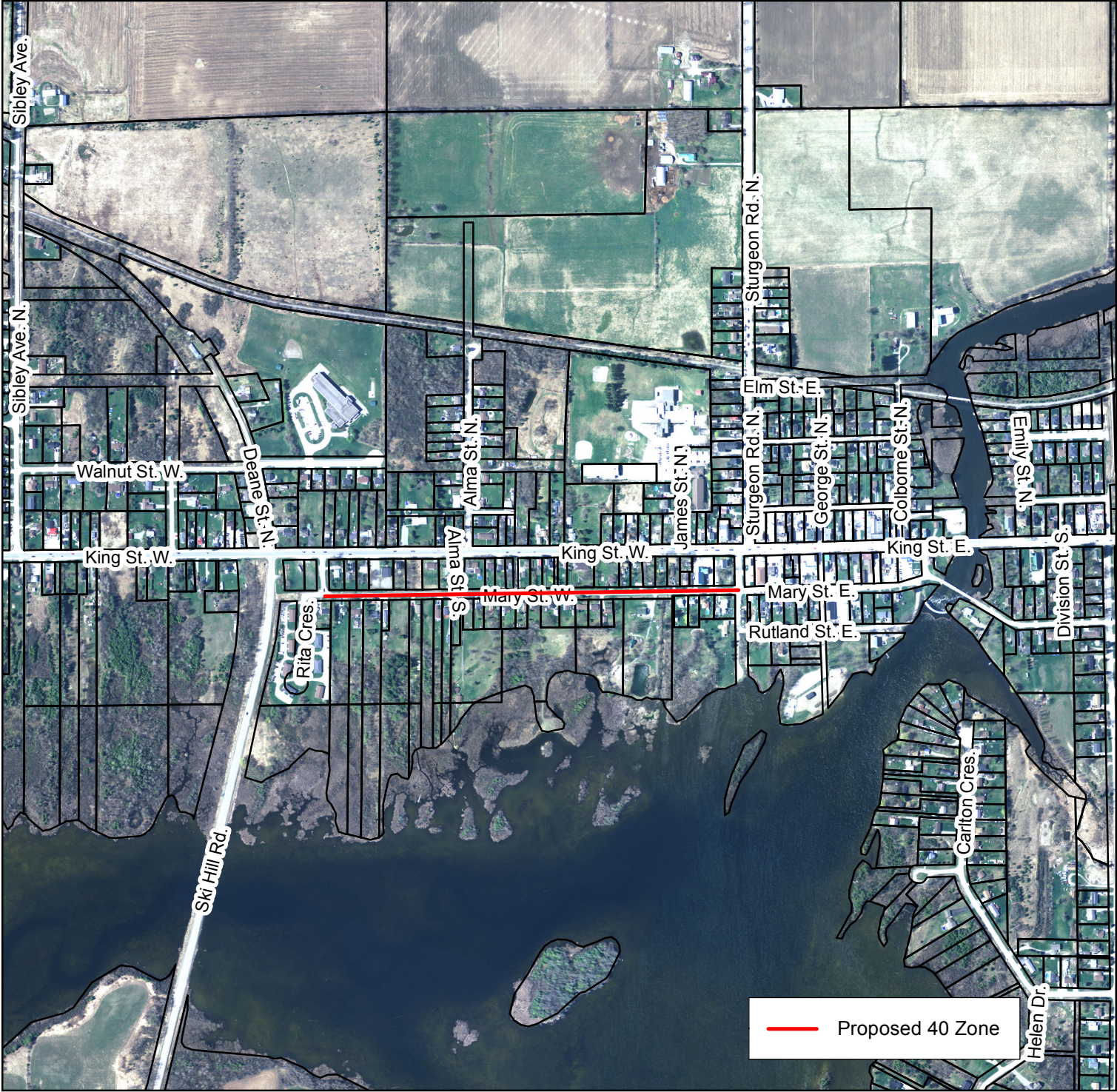
Due to concerns brought forward from local residents of Mary Street in Omemee regarding speeding and general safety on the road, the residents are requesting that Council consider a reduction of the speed limit on Mary Street. This memo brings forward the residents request for Council Consideration.

Recommendation To Council

RESOLVED THAT the memorandum from Councillor Martin dated September 12, 2017 regarding a request for a speed study on Mary Street, Omemee be received, and

THAT staff be instructed to conduct a speed study on Mary Street, Omemee and report the results and options for consideration by the end of Q4, 2017.

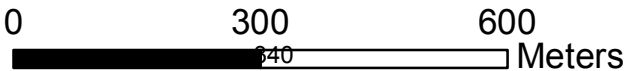
Mary St W - Speed Reduction Omemees



Map produced by the City of Kawartha Lakes Engineering Department with data obtained under license. Reproduction without permission is prohibited.

The foregoing information is given for convenience only and it should be clearly understood that you must satisfy yourself as to whether the premises and the existing or proposed use thereof are, or would be, in conformity with all applicable by-laws and regulations of the municipality.

All distances and locations are approximate and are not of survey quality. This map is illustrative only. Do not rely on it as being a precise indicator of privately or publicly owned land, routes, locations or features, nor as a guide to navigate.



Projection: Transverse Mercator
Coordinate System: NAD83, Zone 17



Automated Speed Limit Guidelines

FORM A - Automated Speed Limit Guidelines Spreadsheet

Version:
10-Apr-09

Name of Corridor:	Mary St W		
Segment Evaluated:	Cross St S	to	Sturgeon Rd
Geographic Region:	Omeme		
Road Agency:	CKL		
Road Classification:	Local	Length of Corridor:	685 m
Urban / Rural:	Urban	Design Speed: (Required for Freeway, Expressway, Highway)	50 km/h
Divided / Undivided:	Undivided	Current Posted Speed: (For information only)	50 km/h
Major / Minor:	Major	Prevailing Speed: (85th Percentile - for information only)	km/h
# Through Lanes Per Direction:	1 lane	Policy: (Maximum Posted Speed)	50 km/h

		RISK	Score
A1	GEOMETRY (Horizontal)	Lower	1
A2	GEOMETRY (Vertical)	Lower	1
A3	AVERAGE LANE WIDTH	Medium	4
B	ROADSIDE HAZARDS	Medium	2
C1	PEDESTRIAN EXPOSURE	Higher	9
C2	CYCLIST EXPOSURE	Higher	9
D	PAVEMENT SURFACE	Lower	1
E1	NUMBER OF INTERSECTIONS WITH PUBLIC ROADS	Number of Occurrences	1
	STOP controlled intersection	1	
	Signalized intersection		
	Roundabout or traffic circle		
	Crosswalk		
	Active, at-grade railroad crossing		
	Sidestreet STOP-controlled or lane	1	
E2	NUMBER OF INTERSECTIONS WITH PRIVATE ACCESS DRIVEWAYS	Number of Occurrences	15
	Left turn movements permitted		
	Right-in / Right-out only	33	
E3	NUMBER OF INTERCHANGES	Number of Occurrences	0
	Number of interchanges along corridor	0	
F	ON-STREET PARKING	Medium	6

Total Risk Score:

49

Recommended Posted
Speed Limit (km/h):

As determined by road characteristics

40

As determined by policy

50

The recommended posted speed limit may be checked against the prevailing speeds of the roadway and the road's safety performance.

Comments:

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The Corporation of the City of Kawartha Lakes

Council Report

Report Number ENG2018-005

Date: January 30, 2018

Time: 2:00 p.m.

Place: Council Chambers

Ward Community Identifier:

Subject: CKL 47 Haul Route Agreement

Author Name and Title: Mike Farquhar Supervisor of Technical Services

Recommendation(s):

RESOLVED THAT Report ENG2018-005 **CKL 47 Haul Route Agreement** be received; and

THAT the Mayor and Clerk be authorized to execute and sign the haul route agreement attached as Appendix B to Report ENG2018-005.

Department Head:_____

Financial/Legal/HR/Other:_____

Chief Administrative Officer:_____

Background:

In 2015 the County of Simcoe initiated with the City discussions on upgrading CKL Road 47 based on the boundary road agreement (dated December 23, 2014) for capital structural and surface improvements to the road. Based on that boundary road agreement the City is responsible for half of the capital cost for improvements to CKL 47. Through these discussions and review the pre-existing haul route agreement for Miller Paving for both Municipalities was examined and determined to be in need of updating. The existing haul route agreement is attached as Appendix-A. The proposed replacement agreement as attached as Appendix- B is specific to the use and upgrade of CKL 47 from Scotts Road to the Intersection of the boundary road and Simcoe Road 47, it outlines the responsibilities of Simcoe County, City of Kawartha Lakes, Miller Paving Limited and RW Tomlinson Limited specific to the use and cost sharing of this section of road.

Due to timing and condition of the section of CKL 47, Simcoe County initiated the improvements on CKL 47 over 2016/2017 through the joint boundary road agreement while Simcoe and the City were negotiating the final terms of this agreement with Miller Paving and RW Tomlinson. Since that time the upgrade to CKL 47 has been completed based on the agreed upon design standards for a haul route and contributions to the work have been collected by Simcoe County from all parties based on the ¼ divisions of final costs. The City's portion had been budgeted in 2016 through the Capital budgeting process and paid to Simcoe County in 2017. All parties to the agreement excluding the City have now executed the agreement. This report brings forward the agreement for Council approval to authorize the Mayor and Clerk to sign the agreement.

Rationale:

There was a need to update the previous haul route agreement with the previous aggregate producers for the use of CKL 47. This new agreement will be further more to the original one, as the old agreement did not include other aggregate producers who use this section of the boundary road. By having this new agreement in place it lessens the cost for the City for any current or future work. Without it the City would be responsible for a ½ share with Simcoe County for all current and future capital costs. Also, by having this agreement in place it brings us in line with the recommendations of the Aggregate Secondary Plan for the City in regards to haul route agreements. The aggregate producers that are parties to this agreement have shown a great willingness to work with both municipalities to ensure upkeep of this section of CKL 47.

Other Alternatives Considered:

An alternative would be not to sign the agreement. However this is not recommended as it would burden the City and Simcoe County with a higher cost for the current upgrades and future upgrades.

Financial/Operation Impacts:

The final cost to the City for the improvements made to CKL 47 based on the agreement is \$223,218.51. These monies had been already budgeted within the 2016 Capital budget for CKL 47 and since invoiced for by Simcoe County. Simcoe County has also collected the required share from Miller Paving and RW Tomlinson as outlined in the attached agreement.

The agreement provides for a cost recovery option, to reimburse the City and the other signatories to the agreement, for future aggregate users of the haul route.

The agreement requires the City to expend future Staff time associated with capture of this recovery – including negotiating this into haul route agreements and arguing disputes to this requirement before the Ontario Municipal Board.

Relationship of Recommendation(s) To The 2016-2019 Strategic Plan:

Providing life safety and protection, while considering rural road use for pedestrians and cyclists enjoyment is a priority objective of the City under the Council Adopted Strategic Plan Goal of An Exceptional Quality of Life.

Consultations: Legal Services

Attachments:

Appendix A- Existing Haul Route agreement



Appendix A (2)
existing haul route ag

Appendix B – Road use/upgrade agreement for CKL 47



Appendix B Haul
route agreement for CKL 47

Department Head E-Mail: jrojas@city.kawarthalakes.on.ca

Department Head: Juan Rojas, Director of Engineering & Corporate Assets

Department File: Engineering

(Z-A)

THIS AGREEMENT made in duplicate as of the 9th day of September, 1987.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF CARDEN

hereinafter referred to as "Carden" of the

FIRST PART;

-and-

MILLER PAVING LIMITED AND VIC DOM SAND AND GRAVEL (ONTARIO) LIMITED

hereinafter collectively referred to as "Miller" of the

SECOND PART;

WHEREAS Miller owns and operates a licenced quarry located within Lots 8, 9 and 10 and other lands in Concession 2 in the Township of Carden (hereinafter referred to as "the Quarry");

AND WHEREAS Miller wishes to use the road shown in red on the attached map as a haul route to provide truck access to and from the Quarry to the Boundary road between Mara and Carden;

AND WHEREAS this agreement addresses solely the road shown in red on the attached map hereinafter referred to as "The Road".

IN CONSIDERATION of Carden permitting Miller to improve The Road and other good and valuable consideration Miller agrees as follows:

1. Miller will upgrade The Road at its sole expense to an all season granular road capable of carrying truck traffic originating from the Quarry. Such upgrading shall include the following:

a) the supply and installation of granular material up to a minimum depth including existing material of 18" ~~Gran. "A" and Gran. "B"~~ comprising with 6" minimum Gran. "A" ~~on top~~ (7/8" or under).

top surface of

b) driving surface width to be 6.5m.

c) the shoulder width to be 1.75m.

d) concrete culverts will be extended or improved to accomodate above standards and anticipated loading.

e) calcium for dust suppression shall be the responsibility of Miller.

f) Miller shall complete the upgrading of The Road no later than October 31, 1987.

C K L
CARDEN TWP.
HAUL ROUTE
FOIL:

MILLER ROAD
8
SCOTT ROAD.

g) Miller shall maintain The Road at all times to the satisfaction of the Road Superintendent of Carden at its sole expense as long as the Quarry is operating and Miller is using The Road.

2. Carden shall be responsible for the snow plowing and winter sanding of The Road provided that Miller complies with the terms of this agreement.

3. To facilitate proper winter plowing operations Miller, at the time of upgrading of The Road, will also clear brush and scrub trees north of the Quarry entrance on Concession 2 and add granular to those areas that are identified by Carden as poor in this section only.

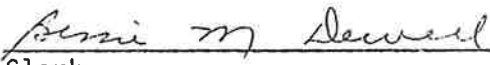
4. Miller agrees to indemnify and save harmless Carden from all claims for personal injury or property damage arising out of Miller construction.

5. This agreement shall be binding upon the parties hereto their respective successor and assigns and the agreements given by Miller shall be joint and several.

THE CORPORATION OF THE TOWNSHIP OF CARDEN

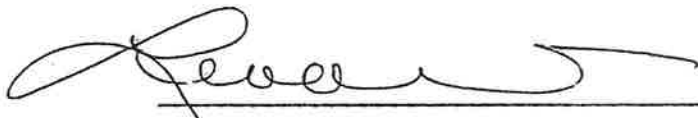


Reeve

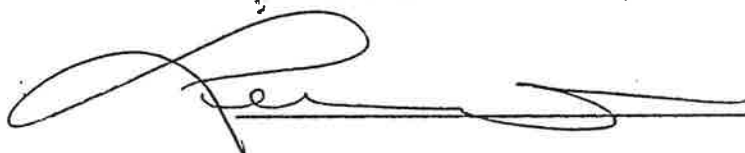


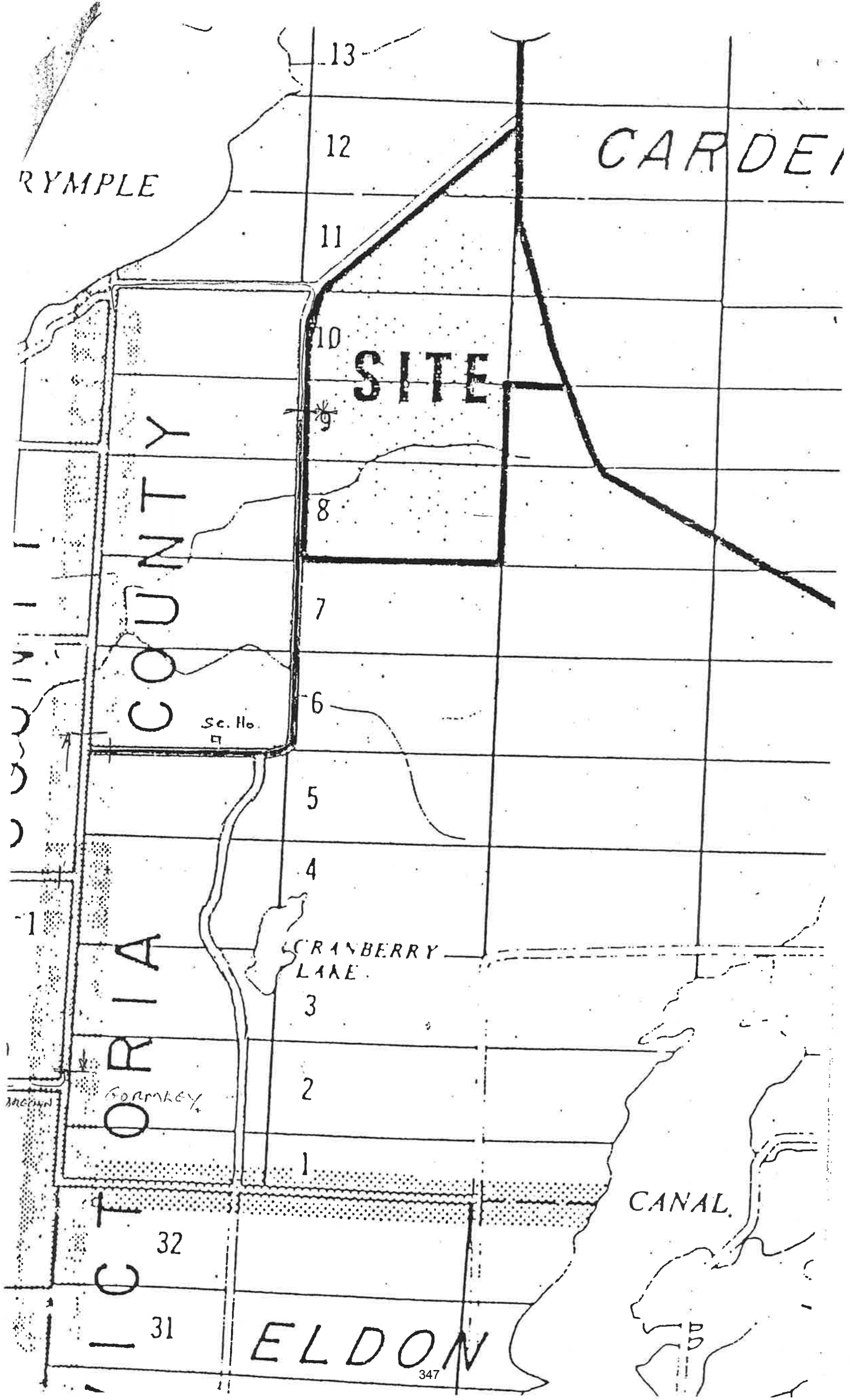
Clerk

MILLER PAVING LIMITED



VIC DOM SAND AND GRAVEL (ONTARIO) LIMITED





RYMPLE

CARDE

IOWA
COUNTY

SITE

CRANBERRY
LAKE

CANAL

ELDON

THE CORPORATION OF THE TOWNSHIP OF CARDEN

(2-8)

BY-LAW NUMBER 87-7

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN THE TOWNSHIP OF CARDEN, THE TOWNSHIP OF MARA AND MILLER PAVING LIMITED FOR THE CONSTRUCTION AND MAINTENANCE OF THE "BOUNDARY ROAD"

WHEREAS Miller Paving Limited operates a licenced Quarry located within Lots 8, 9 and 10, Concession 2, Township of Carden;

AND WHEREAS Miller Paving Limited wishes to provide truck access from County Road Number 47 along the Boundary Road, to and from the Quarry;

AND WHEREAS the Council of the Township of Carden and the Council of the Township of Mara have agreed to enter into an agreement with Miller Paving Limited for the construction and maintenance of that portion of the Carden-Mara Boundary Road as is necessary for proper truck access;

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

1. That the Reeve and Clerk are hereby authorized to execute, on behalf of the Township of Carden, an agreement with the Township of Mara and Miller Paving Limited in accordance with an Agreement attached hereto and marked as schedule "A".

READ A FIRST AND SECOND TIME THIS 31ST DAY OF AUGUST, 1987

READ A THIRD TIME AND PASSED THIS 31ST DAY OF AUGUST, 1987

MARA TWP
CARDEN TWP
NOW C.K.L. HALL
ROUTE AGREEMENT
FOR
BOUNDARY ROAD.

[Signature] Reeve
[Signature] Clerk

télécopieur 78718	Date Dec 20/96	# of pages 4
EN	From / De Sean	
ing	To / À Cn. / City	
	Phone # / N° de tél.	
Fax # / N° télécopieur 905/475-3852	Fax # / N° de télécopieur	

SCHEDULE "A" TO BY-LAW NUMBER 87-7

THIS AGREEMENT made in triplicate as of the 14th day of August, 1987

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF MARA

hereinafter referred to as "Mara" of the FIRST PART;

- and -

THE CORPORATION OF THE TOWNSHIP OF CARDEN

hereinafter referred to as "Carden" of the SECOND PART;

- and -

MILLER PAVING LIMITED

hereinafter referred to as "Miller" of the THIRD PART;

WHEREAS Miller operates a licenced quarry located within Lots 8, 9 and 10 and other lands in Concession 2 in the Township of Carden (hereinafter referred to as "the Quarry");

AND WHEREAS Miller wishes to provide truck access to and from the Quarry and County Road 47 which in turn leads to Highway No. 12 by using the following road as a haul route, that being the boundary road between Mara and Carden running northerly from County Road 47 to the school house road within Carden and extending approximately 50 metres to the north of that intersection, hereinafter referred to as the "Boundary Road";

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto agree, for valuable consideration, as follows:

1. Miller will upgrade the Boundary Road, at its sole expense, to an all season road capable of carrying truck traffic originating at the Quarry, from Station 8.85 southerly to County Road 47, in accordance with the plan and profile drawing prepared and submitted by Miller which is dated June 23rd, 1987, and was drawn by "B. K." revised to August 13, 1987, which will include the supply and installation of Granular A and Granular B material to the depths indicated on the said plan and profile drawing, the supply and application of asphalt concrete (H.L.-4) to a depth of two inches and the construction or upgrading of ditches in 1987, and the supply and application of an additional two inches

-2-

of asphalt concrete (H.L.-4) in 1988 from Station 0.00 to 8.10 and from Concession 5 to County Road 47 if it is determined to be required by the respective Councils.

2. Miller shall carry out the upgrading of the Boundary Road no later than the end of October, 1987, and in any event before commencing to use the said road as a haul route to or from the Quarry and shall, forthwith with the execution of this Agreement, lodge with Mara and Carden;

a) a performance bond issued by a bonding company satisfactory to the Municipalities in the amount of \$100,000.00 which shall be security for the completion by Miller of the work set out in the previous clause of this Agreement.

b) a maintenance bond issued by a bonding company satisfactory to the Municipalities in the amount of \$50,000.00 which shall be security for the ~~continued~~ maintenance of the Boundary Road as set out in clause three for a period of one year from completion of construction.

If Miller fails to complete the upgrading of the Boundary Road and/or continued maintenance as set out herein, Mara and/or Carden may draw upon the said performance bond or maintenance bond and use the proceeds thereof to continue or complete any of the work contemplated hereunder which has not been completed by Miller, but there shall be no obligation upon either Mara or Carden under any circumstances to expend funds in excess of those received from the said performance bond or maintenance bond.

3. Miller shall maintain the Boundary Road at all times to the satisfaction of the Superintendents of the respective Municipalities at its sole expense as long as the Quarry is validly operating and using the Boundary Road.

4. Mara and Carden shall be responsible for the snow ploughing of the Boundary Road as they may agree between themselves from time to time.

5. With the exception of snow ploughing, Miller hereby indemnifies Mara and/or Carden for any claim, action or liability arising from any failure to maintain the Boundary Road, as provided for in clause three (3) *as per 7m. 1/2m 20* during the currency of this Agreement.

6. This Agreement shall be binding upon the parties hereto, their respective successors and assigns. The parties hereto have accordingly executed these presence under their corporate seals.

THE CORPORATION OF THE TOWNSHIP OF MARA

William Byers
Reeve

Frank Morgan
Clerk

THE CORPORATION OF THE TOWNSHIP OF CARDEN

William Byers
Reeve

Bernie M. Dewell
Clerk

MILLER PAVING LIMITED

Per: *[Signature]*

Per: *[Signature]*

ROAD IMPROVEMENT AGREEMENT

Effective as of the 27th day of June, 2017

B E T W E E N:

THE CORPORATION OF THE COUNTY OF SIMCOE

Hereinafter referred to as "the County"

OF THE FIRST PART;

- and -

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

Hereinafter referred to as "the City"

OF THE SECOND PART;

- and -

MILLER PAVING LIMITED

Hereinafter referred to as "Miller"

OF THE THIRD PART;

- and -

R. W. TOMLINSON LIMITED;

Hereinafter referred to as "Tomlinson"

OF THE FOURTH PART

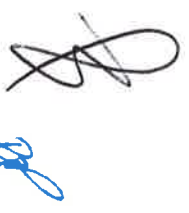
WHEREAS Miller and Tomlinson (together the "Contributors") are operators of licensed aggregate operations which use a portion of County Road 47 as a haul route to their markets (that portion being referred to herein as the "Mara Carden Boundary Road"), the location of which is generally outlined in Schedule "A" attached hereto;

AND WHEREAS the County and the City (the "Public Authorities") are the municipalities who have jurisdiction over the Mara Carden Boundary Road and for which they share the maintenance and capital expenditures pursuant to a Boundary Road Agreement executed between them on 23 December 2014;

AND WHEREAS the County, the City, Miller and Tomlinson (collectively the "Parties" and individually a "Party") have agreed to share the cost for the upgrading of that portion of the Mara Carden Boundary Road running from Scotts Road to the North and County Road 47 to the South (the "Improved Road") as shown on **Schedule "A"** attached hereto (the "Works").

AND WHEREAS the Works, which include the repair and reconstruction of both intersections and the costs of the Geotechnical Investigation and Pavement Design Recommendation Study – Mara Carden Boundary Road (17 February 2015) and the County Road 47 Drainage Improvement Study (January 2016), have otherwise been itemized in **Schedule "B"** attached hereto. Not included is the cost to reinforce the shoulder at the south-east corner of Scotts Road and the Mara Carden Boundary Road or the remainder of Scotts Road, which work is the sole responsibility of the Public Authorities;

AND WHEREAS the Parties agree that the Works will benefit the Contributors as well as all other users of the Improved Road;



AND WHEREAS Dufferin Aggregates ("Dufferin"), while not a Party to this Agreement, has agreed to pay the County the sum of twenty-nine thousand five hundred and sixty-three dollars and sixty-six cents (\$29,563.66) toward the cost of culvert reconstruction as part of the Works (the "Dufferin Contribution"). For the purpose of this Agreement, the cost of the Works to be shared between the Parties shall not include the Dufferin Contribution. The County and the City agree that the Contributors are not responsible for the Dufferin Contribution whether or not Dufferin pays all or part of same;

AND WHEREAS there may be future aggregate companies that use the Improved Road and its culverts ("Future Operators");

AND WHEREAS the Parties have agreed to enter into this Agreement for the purposes set out herein on the terms and conditions as set out further in the Agreement;

AND WHEREAS the Municipal Act, S.O. 2001, c. 25, authorizes the County and the City Councils to pass by-laws authorizing the entering into of an agreement for these purposes.

NOW THEREFORE in consideration of the passing of any necessary by-law and the covenants of the Contributors to be fulfilled, the Parties agree as follows:

1. The Parties hereto acknowledge the truth of the foregoing recitals and incorporate them as terms of this Agreement.
2. The Parties agree that the Works have been completed according to the County's and the City's requirements and specifications, including to Ontario Provincial Standard Specifications, as set out further in this Agreement.
3. The Parties agree that the total cost of the Works is eight hundred and ninety two thousand, eight hundred and seventy four dollars and five cents (\$892,874.05).
4. The Parties agree that each Party will be responsible for a quarter of the cost of the Works, less any cost recovered from Future Operators as set out in paragraph 6.
5. Each of the Contributors and the City shall provide to the County the sum of two hundred and twenty three thousand, two hundred and eighteen dollars and fifty one cents (\$223,218.51) to the County within 30 days of execution of this Agreement
6. For a period of 15 years from the date of this agreement if requested by either of the Contributors, if any Future Operators start using, or are required by the terms of a license to use, all or a portion of the Improved Road to transport aggregate, the Public Authorities will use their best efforts to require such Future Operators to pay their pro-rata share (the "Pro-Rata Share") of the costs of the Works, calculated as:

$$1 / (1 + \text{the number of parties who have already contributed})$$

So, for example, the first Future Operator will pay 20% of the cost of the Works and the second Future Operator will pay 16.67% of the cost of the Works. The contribution from Future Operators will be divided equally amongst the parties who have already contributed.

The County shall advise the Contributors of any applications made by Future Operators.

"Best efforts" includes making submissions to the Ministry of Natural Resources or attending at Ontario Municipal Board, or any successor body, hearings requiring contributions from Future Operators as part of the aggregate license conditions and requiring that the Pro-Rata Share be included in the terms of haul route agreements signed with the Future Operators. If the County or the City incurs costs to obtain payment of the Pro-Rata Share from Future Operators, such costs will be deducted before any distribution is made to the parties who have already contributed provided that an estimate of such costs has been provided to the other Parties in advance of incurring same.

7. The Contributors agree to pay their proportionate share of all reasonable costs incurred by the County and the City for its staff (including legal staff) and agents, for any work performed in preparing, administering, enforcing or terminating this Agreement.

8. The failure of:

- a. any Party to pay its share of costs as set out in this Agreement in addition to paying their pro-rata share for the Works as set out in this Agreement, upon written request by the County for payment; or
- b. the Public Authorities to treat the Improved Road as a full service road for a period of at least 20 years from the date of this Agreement. The City and County recognize their obligations to maintenance on an on-going basis to the Minimum Maintenance Standards under the Highway Traffic Act as may be amended from time to time.

shall constitute a breach of the Agreement. If any Party fails to pay its share of costs after thirty days of the execution of this Agreement, interest shall accrue on the amount outstanding at the rate of 1.5% per month or 18% per annum and, at the discretion of the County, may be collected from the defaulting Party.

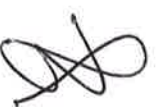
9. The Public Authorities agree that they will immediately lift any load restrictions placed on the Improved Road and treat the Improved Road as a full service road for a period of at least 20 years from the date of this Agreement. This section does not fetter the ability of the Public Authorities to temporarily place load restrictions on the Mara Carden Boundary Road if and only when the Mara Carden Boundary Road cannot function as a full service road for aggregate haulage for reasons to do with the deterioration of that road or an act of nature that causes damage to that road. In such a circumstance the Public Authorities shall, as immediately as practicable, repair the Improved Road to its previous condition so that it can continue to be used as a full service road for aggregate haulage.

10. The Parties agree to use their best efforts to settle any dispute which may arise between them. Should they be unable to settle a dispute, the Parties agree to attend a non-binding interest based mediation to attempt to settle the dispute. The Parties shall agree on the mediator who will conduct the mediation. In the event that the Parties cannot agree on a mediator, the Contributors shall jointly nominate a mediator and the Public Authorities shall jointly appoint a mediator and these mediators shall select a third mediator who shall conduct the mediation. Should the Parties be unable to settle their disputes at mediation, the Parties may then pursue their civil remedies.

11. Where this Agreement requires notice to be delivered by one party to the other, such notice shall be in writing and delivered either personally, by email or facsimile transmission or by prepaid registered mail by one party to the other at their addresses noted below. Such notice shall be deemed to have been given, if by personal delivery, on the date of delivery, and if by facsimile transmission, on date of delivery with electronic confirmation of receipt obtained, and if by prepaid registered mail, on the fourth business day following the posting thereof which for the purposes of this Agreement shall be deemed to exclude Saturdays, Sundays and statutory holidays:

County:

Administration Centre
1110 Highway 26
Midhurst, Ontario, L9X 1N6
Attention: Paul Murphy
Fax: (705) 727-7984




City:

City of Kawartha Lakes
 26 Francis St., P.O. Box 9000
 Lindsay, ON, K9V 5R8
 Attention: City Clerk
 Fax: (705) 324-1750

Miller:

Miller Paving Limited
 P. O. Box 4080
 Markham, Ontario, L3R 9R8
 Attention: Tom Jones
 Fax: (905)457-7160

Tomlinson:

R. W. Tomlinson Limited
 5597 Power Road
 Ottawa, Ontario, K1G 3N4
 Fax: (613) 822-6844
 Attention: Rob Pierce


It is agreed that such addresses and fax numbers may be changed by written notice to each of the other Parties.

12. No failure of any party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement, or to exercise any right or remedy consequent upon the breach thereof, shall constitute a waiver of any such breach or any subsequent breach of such covenant, agreement, term or condition. No covenant, agreement, term or condition of this Agreement and no breach thereof shall be waived except by written instrument signed by the party granting the waiver. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in force and effect with respect to any other then-existing or subsequent breach thereof.
13. The Parties shall not call into question in any proceeding or action in court or before any administrative tribunal, the County's or the City's right to enter into and enforce this Agreement. This provision may be pleaded by the Public Authorities in any action or proceeding as a complete estoppel of the right.
14. This Agreement shall constitute the entire Agreement between the Parties and the Parties further acknowledge that there is no representation, warranty, collateral agreement or adverse condition affecting this Agreement other than as expressed herein in writing.
15. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof and any such invalid or unenforceable provision shall be deemed to be severable.
16. The Parties agree to execute such further and other agreements as may be requested by the County or the City from time to time to give effect to the full intent and meaning of this Agreement.
17. This Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of the Province of Ontario and shall be treated in all respects as an Ontario contract.
18. This Agreement shall ensure to and be binding upon the Parties, their heirs, successors, administrators and assigns and runs with the lands.

19. This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument and notwithstanding their date of execution shall be deemed to bear date as of the date first above written. An executed copy of this Agreement may be delivered by any party hereto by facsimile. In such event, such party shall forthwith deliver to the other parties hereto a copy of this Agreement executed by such party.

20. The Recitals and Schedules "A", "B" and "C" attached hereto form part of this Agreement.

[rest of page left intentionally blank]



IN WITNESS WHEREOF the Parties hereto have signed this Agreement.

**THE CORPORATION OF THE COUNTY OF
SIMCOE**

Gerry Marshall, Warden

John Daly Clerk

We have authority to bind the corporation.

**THE CORPORATION OF THE CITY OF
KAWARTHA LAKES**


Per: _____
Name & Title: Juan Rojas, Director of Engineering

I have authority to bind the corporation with respect
to the cost expenditure per Council Resolution _____, adopting the Capital
Budget for 2016.

Per: _____
Name & Title: Andy Letham, Mayor

We have authority to bind the corporation with
respect to its ongoing obligations to the Contributors per Council Resolution
_____, approving execution of the agreement.

MILLER PAVING LIMITED

Per: 
Name & Title: W. BARRIE GRAYFORD, EXECUTIVE
VP, C.A.O., SECRETARY-TREASURER
I/We have authority to bind the corporation.

R. W. TOMLINSON LIMITED

Per: 
Name & Title: ROB PIERCE, VICE PRESIDENT
I/We have authority to bind the corporation.

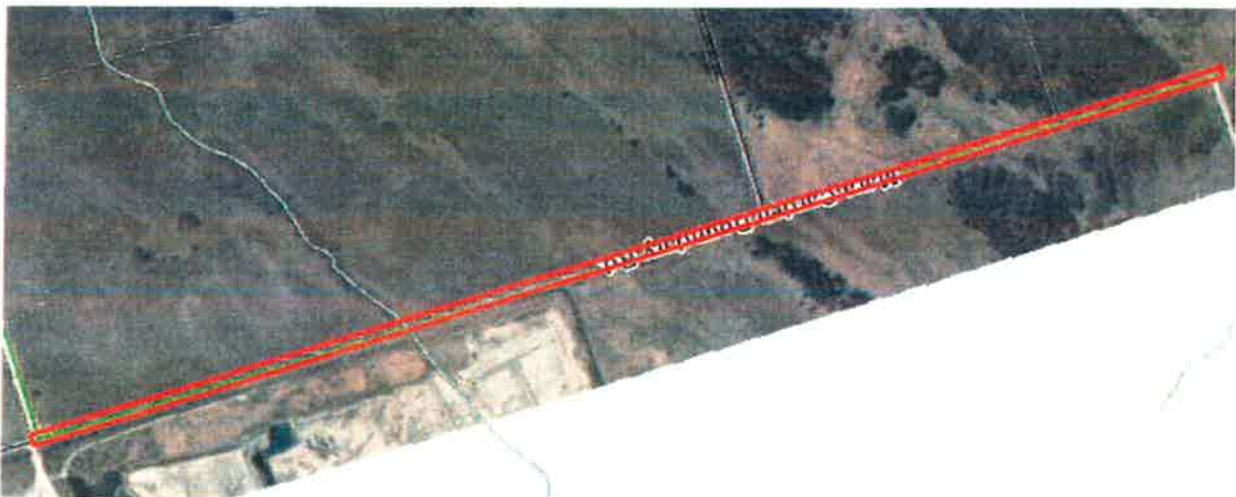




Schedule "A"
Location of the Improved Road

The limit of the Improved Road is shown in the air photo below.

Limit of Road and Intersection Work Air Photo



[Handwritten signature]

[Handwritten signature]

Schedule "B"**Road Works**

1. Replace the existing 600 mm diameter CSP culvert (Crossing #1) with a 900 mm diameter by 14 m HDPE culvert.
2. Replace existing 1880 mm wide by 1260 mm high by 17 m CSP A culvert (Crossing #2) with an 1880 mm wide by 1260 mm high by 17 m coated CSP A culvert.
3. Install twin 910 mm wide by 660 mm high by 15 m coated CSP A relief cross culverts (Crossing #3).
4. Install a 450 mm diameter by 15 m HDPE relief culvert (Crossing #4).
5. Remove old culvert and replace with 450 mm diameter by 13 m HDPE culvert just north of Scott Road.
6. Replace the existing 300 mm CSP culvert (Crossing #5) with a 450 mm diameter by 14 m HDPE culvert.
7. Pulverize 200 mm deep the entire length of the project.
8. Place 150 mm of Granular "A" on the entire length of the project.
9. Place 300 mm of Granular "A" from the north limit of the project to 150 m south of Scotts Road.
10. Resurface with binder course of 60 mm of Superpave 19 and a top course of 40 mm of Superpave 12.5.



Schedule "C"

Cost Summary

KJ Beamish Final Payment Certificate -	\$894,011.55
Extra Culvert -	\$1,218.37
Pavement Review Report -	\$10,622.00
Drainage Study -	<u>\$16,565.79</u>
Sub-Total -	\$922,417.71
Less Dufferin Contribution -	<u>-\$29,543.66</u>
Total -	\$892,874.05



The Corporation of the City of Kawartha Lakes

Council Report

Report Number TR2018-002

Date: January 30, 2018

Time: 2:00 p.m.

Place: Council Chambers

Ward Community Identifier: Ward 9, 10, 11, 12

Subject: Transit Advisory Board Annual Report

Author Name and Title: Todd Bryant Fleet and Transit Manager

Recommendation(s):

RESOLVED THAT Report TR2018-002, **Transit Advisory Board Annual Report**, be received; and

THAT the 2018 work plan for the Transit Advisory Board be approved.

Department Head:_____

Financial/Legal/HR/Other:_____

Chief Administrative Officer:_____

Background:

Lindsay Transit has been in operation since 1977 and LIMO Specialized Transit since 1979. Transit ridership, over the past five years, has continued to increase; Lindsay Transit to 102631 and LIMO Specialized Transit to 17155 rides respectively for 2017. This is a 9.7% overall increase from 2016.

The Transit Advisory Board (TAB) was established by Council in 2013. The new Terms of Reference (TOR 2015) were updated and approved by Council in 2015.

Mission:

In accordance with the Municipal Act 2001 and all regulations thereunder, and as may be delegated by Council and defined in in these terms of reference (TOR 2015), the Transit Advisory Board is responsible for oversight of the governance process for Lindsay Transit and LIMO Specialized Transit operations.

Vision:

The vision of the Transit Advisory Board is to provide safe, reliable and accessible transportation to the Citizens of the City of Kawartha Lakes. (TOR 2015)

Board Composition Membership:

The Committee is comprised of a maximum of eight members consisting of up to six (6) members of the public and up to two (2) Council representatives. (TOR 2015)

2017 Board Members:

Lynda Palmer (Chair)

Norm Price (Vice Chair)

Michelle Murphy-Ward

Mark Gray

Lynda DaSilva

Councillor Heather Stauble

Councillor Gord James

The Committee meets a minimum of twice a year and has established Capital Budget and Customer Service working groups. The Capital Budget Team (CBT) meets as part of the board and involves all members. The Customer Service Team (CST) is comprised of the Fleet and Transit Manager, Lynda Palmer, Norm Price and Councillor Stauble.

Work Plans:

For 2017, the Transit Advisory Board is pleased to report to Council on the work that is both ongoing and completed. Boards are required to report on the work completed at the end of each year and identify what is planned for following year (Appendix A).

This report addresses that purpose.

Rationale:

The following details the work completed for each of the Board's required activities as per the Terms of Reference.

Activity

Goal #1

Gather information through a survey to inform the Transit Master Plan.

Work Completed

This work is complete. The survey ran for 14 days in April of 2017 and garnered 199 responses. The TAB has reviewed and completed a Strengths, Weaknesses, Opportunities and Threats exercise on July 27th and identified a number of issues that could be part of a long-term plan for Lindsay Transit. This analysis and the survey responses have been forwarded to the Transit Consultant hired to complete the Lindsay Transit Master Plan.

Goal #2

Participate in the drafting of a Transit Master Plan.

Work Completed

The Transit Master Plan will be completed and presented to Council on February 13, 2018. The TAB members actively participated in this process. The Transit Master Plan is an essential tool to put the City in a shovel-ready position for upcoming funding opportunities related to transit. With the Transit Master Plan completed, the Transit Advisory Board recommends that it be received.

Goal #3

By September 15th of each year, prepare a projected budget of the Board and annual work plan for the succeeding year for Council approval during the budget process. The Goal 3 work plan includes: details on promotion of public education programs, review of other government reports, programs and legislation for any impacts on the City or its programs, and future City policy direction, all with the intent of advancing the City's adopted strategic priorities and the proposed budget.

Work Completed

Budget

The Transit Advisory Board has an annual operating budget of \$1000. This budget is used for mileage expenses, and for board members attending meetings and seminars. In 2017, individual board members attended six board meetings, one transit summit, and several meetings of the Transportation Sub-Committee of the Poverty Reduction Task Force. In addition, members attended two meetings of the Customer Service Team and three meetings of the Capital Budget Team.

As per the Terms of Reference, the 2017 work plan also includes: ongoing promotion of public education programs, review of other government reports, programs and legislation for any impacts on the City or its programs, and future City policy direction all with the goal of advancing the City's adopted strategic priorities and the proposed budget.

Funding

The Federal Government has publicly released information stating that Lindsay Transit will receive \$229,145 in funding through Public Transit Infrastructure Funding (PTIF). This money will be allotted to four major projects: LIMO Scheduling software, shelter replacement, cement pad installation and a new main transit shelter/hub in Lindsay. These projects are in various stages of completion with a scheduled completion date for all of February 28, 2018. In accordance with the Terms of Reference, progress will be monitored by the Transit Advisory Board.

Promotion

Lindsay Transit has continued its promotion of public transit through the December "Free Ride" program, the "Fill the Bus for Food Source", Easter and Thanksgiving Brunch service for several long-term care facilities in Lindsay, and media and shelter advertising.

Advertising

Advertising opportunities are available in transit shelters and other city spaces. We are promoting these advertising opportunities with revenue directed as per Council's direction (PAR2015-034).

Goal #4

Monitoring the delivery of service to residents through the periodic review of ridership information.

Work Completed

Members of the Transit Advisory Board have travelled on Lindsay Transit or on LIMO Specialized Transit to record ridership statistics. These statistics have been presented and discussed at each board meeting.

Ridership, routes, level of service, challenges and recommendations for improvements and proposed changes have been discussed at each meeting. As a result, adjustments and improvements to service and routes within staff's authority have been initiated and implemented.

Transit ridership overall, has increased steadily with 2017 ridership data illustrating a 9.7% increase over 2016 ridership data. Conventional Transit ridership increased from 94,512 in 2016 to 102,631 in 2017, a 7.9% increase. Specialized Transit ridership increased from 13623 in 2016 to 17155 in 2017, a 27.8% increase.

Goal #5

Monitoring progress on capital projects.

Work Completed

Transit Advisory Board members have been updated at each board meeting on the status of all capital projects.

The Capital Budget Team (CBT) meets during regularly-scheduled TAB meetings. In 2017, CBT reviewed and recommended that the Board support the staff report to Council for the purchase of a new bus, the installation of cement pads at bus stops, replacement transit shelters and the installation of the Calling of Stops feature in Lindsay Transit buses. The CBT also reviewed the purchase and movement of the main Transit Hub.

Goal #6

Seeking and receiving advice and recommendations from the ridership and stakeholders regarding hours of operation, type of services offered and pricing.

Work Completed

As per the 2017 Work Plan, a Transit Survey was developed and posted for public input. This survey received 199 responses and these responses, along with recommendations from TAB, staff and the consultant, will be presented to Council.

Opportunities for growth, particularly amongst students in college and high school have been identified. Staff continues discussions with several high schools and Sir Sandford Fleming College (SSFC) to better understand their needs and which required transit improvements would benefit students. Minor route changes have improved transit ridership and the Transit Drivers and have noticed a youth ridership increase.

The proposed update to the Transit Master Plan in 2017 will be the key evaluation resource for the Board, staff and Council.

Goal #7

Prepare an annual written report to Council by the end of January of the following year to outline the board achievements in line with the approved work plan.

Work Completed

This report completes this activity. Please see attached 2018 work plan that outlines activities.

Other Alternatives Considered:

No other alternatives are being considered at this time.

Financial/Operation Impacts:

The Transit Advisory Board has a budget of \$1000.

Relationship of Recommendation To The 2016-2019 Strategic Plan:

This report endorses all of the goals in the Strategic Plan, including:

- A Vibrant and Growing Economy. A healthy transit system enables commuters to get to work, to school and to activities that help to support the growth of our City.
- An Exceptional Quality of Life. Affordable public transit assists the general well-being of residents and customers by promoting activity health, education and employment.

- A Healthy Environment. Utilizing public transit promotes active transportation and builds ridership resulting in less individual vehicles on the roads emitting harmful toxins.

Review of Accessibility Implications of Any Development or Policy:

All legal requirements as legislated within Regulation 191/11 made under the Accessibility for Ontarians with Disabilities Act 2005, are met by Lindsay Transit and LIMO Specialized Transit. Lindsay Transit continues to strive for service excellence when providing transportation services to the residents of the City of Kawartha Lakes and will continue to consult all users to ensure that future service excellence are maintained.

Consultations:

Transit Advisory Board
Treasurer
Junior Accountant
Accessibility Coordinator
Transit Supervisor

Attachments:

Appendix A



Transit Advisory
Board Work Plan 2018

Department Head E-Mail: brobinson@kawarthalakes.ca

Department Head: Bryan Robinson, Director of Public Works

Department File: TR2018-002 Transit Advisory Board Annual Report

Committee Work Plan Tool

Committee Name:	Transit Advisory Board
Work plan for Year:	2018
Approved by Council:	

Goal	Measurement Stages	Timeline	Measurement for Success
<u>Goal #1</u> To prepare, by September 15th of each year, a projected budget of the board and annual work plan for the succeeding year, for Council approval during the budget process. The work plan to include details on promotion of public education programs, review of other government reports, programs and legislation for any impacts on the City or its programs, and future City policy direction all with the view of advancing the City's adopted strategic priorities and the proposed budget.	Periodic progress updates at regularly scheduled Transit Advisory Board meetings	September 15, 2018	Requested TAB Budget sent to Council for approval
<u>Goal #2</u> Monitoring the delivery of service to residents by periodic review of ridership information	Ongoing progress updates at regularly scheduled Transit Advisory Board meetings	September 15, 2018	Completed ridership reviews with report to Council first meeting in January 2019
<u>Goal #3</u> Monitoring progress on capital projects	Ongoing progress updates at regularly scheduled Transit Advisory Board meetings	September 15, 2018	Completed capital projects before June 30, 2019 <ul style="list-style-type: none"> • Cement Pad installation • Shelter installation • Bus purchase
<u>Goal #4</u> Seeking and receiving advice and recommendations from the	Ongoing progress updates at	September 21, 2018-27	This ongoing goal will be working on developing strategies to complete the work outlined in the

Goal	Measurement Stages	Timeline	Measurement for Success
ridership and stakeholders regarding hours of operation, type of services offered and pricing	regularly scheduled Transit Advisory Board meetings		Lindsay Transit Master Plan
<u>Goal #5</u> Prepare an annual written report to Council by the end of January of the following year to outline the Board achievements in line with the approved work plan.	Ongoing progress updates at regularly scheduled Transit Advisory Board meetings	December 13, 2018	Report to Council January 2019

The Corporation of the City of Kawartha Lakes

Council Report

Report Number TR2018-003

Date: January 30, 2018

Time: 2:00 p.m.

Place: Council Chambers

Ward Community Identifier: 9, 10, 11, 12

Subject: Community Transportation Grant Application

Author Name and Title: Todd Bryant, Manager Fleet and Transit

Recommendation(s):

That Report TR2018-003, **Community Transportation Grant Application**, be received;

That staff be directed to apply for the Community Transportation Grant;

That a letter of support from Council be generated and attached to the application form; and

That staff report back to Council upon success of the grant application.

Department Head:_____

Financial/Legal/HR/Other:_____

Chief Administrative Officer:_____

Background:

Lindsay Transit started in 1977 with LIMO (Lindsay Mobility) being added in 1979 to provide an option for accessible transportation services. The MMM Group report from November 2008, suggested examining a possible expansion of the service between some of the larger communities (Lindsay, Bobcaygeon, and Fenelon Falls) and possibly intercity connections through GO Transit.

The first Rural Transit program commenced operations on July 4th, 2011 and was subsequently cancelled in September of 2012. A second pilot project for Rural Transit started on June 25th, 2013 and was contracted to Kawartha Ground Transport. Two buses were used making twelve (12) trips daily at a cost of \$420,000 annually. This service achieved ridership of over 10,000 in 2014. This program ended on June 27th, 2015.

At the Council Meeting of April 14, 2015, Council adopted the following resolution:

10.4.1 TRANSIT 2015-001

Moved by Councillor James, seconded by Councillor O'Reilly,

RESOLVED THAT Report TRANSIT2015-001, **Report on Rural Transit Continuation and Recommendations**, be received; and **THAT** the Rural Route and Dial a Ride Program be cancelled effective June 27, 2015.

CARRIED CR2015-139

A Recorded Vote was requested by Councillor Stauble.

Voting Member

Councillor Breadner	Yes	
Councillor Dunn	Yes	
Councillor Elmslie		No
Councillor James	Yes	
Councillor Jilesen	Yes	
Councillor Junkin	Yes	
Councillor Macklem	Yes	
Councillor Martin	Yes	
Councillor Miller	Yes	
Councillor O'Reilly	Yes	
Councillor Pollard		Absent
Councillor Seymour-Fagan	Yes	
Councillor Stauble		No
Councillor Strangway	Yes	

Councillor Veale	Yes	
Councillor Yeo	Yes	
Mayor Letham	Yes	
Total	Favoured:	14
	Against:	2

Moved by Councillor Stauble, seconded by Councillor James,

RESOLVED THAT Report MAYOR2015-003, **Rural Transit Task Force Report**, be received; and

THAT a rural transit program commence in June 2015 as per Attachment A - Kawartha Lakes Transit 2015-2021, Rural Transit.

MOTION FAILED

Recorded Vote was requested by Councillor Stauble.

Voting Member

Councillor Breadner		No
Councillor Dunn		No
Councillor Elmslie	Yes	
Councillor James	Yes	
Councillor Jilesen		No
Councillor Junkin		No
Councillor Macklem		No
Councillor Martin	Yes	
Councillor Miller		No
Councillor O'Reilly		No
Councillor Pollard		No
Councillor Seymour-Fagan	Yes	
Councillor Stauble	Yes	
Councillor Strangway	Yes	
Councillor Veale		No
Councillor Yeo		No
Mayor Letham		No
Total	Favoured:	6
	Against:	11

Moved by Councillor Dunn, seconded by Councillor Miller,

RESOLVED THAT Report MAYOR2015-003, **Rural Transit Task Force Report**, be received; and

THAT no further action be taken regarding Rural Transit at this

time.

CARRIED CR2015-409

Staff continually explores potential funding opportunities which will reduce impact on the tax base and enhance service to the residents. This report addresses an opportunity for Council to consider authorizing Staff to apply for a grant for a community transportation program.

The potential to apply for this grant was discussed at the January 11, 2018 Transit Advisory Board Meeting. It was Moved by Michelle Murphy-Ward and Seconded by Norm Price:

THAT the Transit Advisory Board endorse the Community Transportation Grant Application Report and recommend its presentation to Council.

CARRIED

Rationale:

The Ministry is introducing a new program for funding community transportation projects through the 2017 Community Transportation Grant Program (the “CT Program”). The program will provide financial assistance to municipalities across Ontario for the planning, implementation and operation of community transportation projects (see attachment 1).

The purpose of this report is to describe the new CT Program and to receive council guidance on grant application. In 2015, the Ministry of Transportation (MTO) established the Community Transportation Pilot Grant Program (the “Pilot Program”) to provide financial assistance to Ontario municipalities for the development and implementation of community transportation initiatives. The Pilot Program has helped 22 municipalities and their partner community organizations to provide transportation service to Ontarians. The Pilot Program has also demonstrated the effectiveness of coordinating local services and maximizing the use of existing transportation resources in meeting the mobility needs of small and rural municipalities, as well as suburban areas underserved by transit. Kawartha Lakes applied for this grant in 2015, but were not selected for this program.

The new Community Transportation Grant Program builds on the Pilot Program to fund the development of community transportation solutions to address local transportation needs, including ways to better utilize existing transportation resources. The new program continues to focus on developing service and improving service to Ontario communities that are not served by public transportation or that are underserved. The Pilot Program continues to emphasize improving mobility options for those who experience transportation barriers, including seniors, people with disabilities, youth, and persons living on

low income. There will continue to be an emphasis on partnerships, coordination, and a collaborative approach to service delivery that can provide measurable improvements to transportation service in Ontario communities.

At the same time, the new program is being expanded to meet new challenges including:

More intercommunity service;

- As Ontarians in non-metro areas need to travel further to access medical and other services, often needing to cross municipal boundaries.
- Many Ontario communities are also experiencing declines in intercity coach bus services while the need for inter-regional travel grows.
- Regular bus routes that connect smaller population centers to major employment areas, retail centers, or medical facilities help Ontarians to meet their everyday needs.

More connected services;

- Local transportation that connects to other transportation services such as municipal transit systems, intercity coach, or rail, other CT services, extends the reach of local services.
- Coordinating schedules and convenient transfer points amongst transportation partners help build networks and transportation hubs to serve local and regional travel

To support an expanded program mandate, the 2017 CT Program allows for funding over a five-year period to help build service and ridership. The total funding of \$30 million for the five-year program with two levels of funding:

1. Maximum individual grant of \$500,000 for the five-year period for local community transportation service; and
2. Maximum individual grant of \$1.5 million for the five-year period for CT projects that propose long-distance scheduled bus routes.

There are separate eligibility criteria and application requirements for the two levels of funding.

Funds from the Provincial Dedicated Gas Tax Funds for Public Transportation Program must not be used for CT Projects. Furthermore, CT Funds must not be used to replace existing funding or funding from other sources that will be provided to the CT Project, but can be incremental to such existing funding or funding from other sources.

Any Municipality receiving CT Funds will be required to inform the Ministry of any contribution, other than the CT Funds, the municipality receives from any source whatsoever towards costs related to its CT Project.

Council should be aware that the draft Transit Master Plan (to be presented in Council Report TR2018-001 February 13, 2018 for approval) speaks to the need

for rural transit. The recommendation contained within the report indicates that the City should consider reviewing the need for transit in 2023.

Should Council authorize staff to apply and we are successful in obtaining the grant, the City could advance this target. It should be noted that if, during a review in 2023, the City determines that rural transit is not feasible a decision to either reduce service or commit to the costs of the program through internal funding will be required.

Other Alternatives Considered:

Council could choose to remain in alignment with their prior resolution or to align with the draft Transit Master Plan and not pursue Rural Transit at this time. If the City does not apply for the Grant, it would mean the City would not have an opportunity to access this potential grant funding source. If Council chooses not to pursue the grant, the alternate resolution would be:

RESOLVED THAT Report TR2018-003, **Community Transportation Grant Application**, be received; and

THAT Staff be directed to follow the requirements of the transit master plan in relation to Rural Transit.

Financial/Operation Impacts:

There are no financial impacts at this time as this process will involve the application form only.

Council should be aware, if successful, this grant application would provide funding for a period of five (5) years.

Relationship of Recommendation(s) To The 2016-2019 Strategic Plan:

This grant will strongly endorse all of the goals in the Strategic Plan:

- A Vibrant and Growing Economy. A healthy transit system enables commuters to get to work, school and activities that support the growth of our City.
- An Exceptional Quality of Life. Affordable public transit assists the general well-being of residents and customers promoting activity health, education and employment.
- A Healthy Environment. Utilizing this grant promotes active transportation and builds ridership.

Review of Accessibility Implications of Any Development or Policy:

All legal requirements as legislated within Regulation 191/11 made under the Accessibility for Ontarians with Disabilities Act, 2005 are met by Lindsay Transit and LIMO Specialized Transit. Lindsay Transit continues to strive for Service Excellence when providing transportation services to the residents of the City of Kawartha Lakes and will continue to consult all users including people with disabilities to ensure that future service excellence are maintained.

Consultations:

Treasurer
Asset Manager
Accessibility Officer
Junior Accountant

Attachments:



CT Grant Criteria.pdf

Department Head E-Mail: brobinson@kawarthalakes.ca

Department Head: Bryan Robinson, Director of Public Works

Department File: Community Transportation Grant

Report TR2018-003



Community Transportation Grant Program

Municipal Stream

Application Guidelines and Requirements 2017

Issued: December 2017

Ministry of Transportation

Municipal Transit Policy Office

Transit Policy Branch

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Overview

The Ministry is introducing a new round of funding for community transportation projects through the 2017 Community Transportation Grant Program (the “CT Program”) to provide financial assistance to municipalities across Ontario for the planning, implementation and operation of community transportation projects.

a. Guide

The purpose of this Guide is to describe the new CT Program and to outline related requirements.

To be considered for CT Program funding, applicants must meet the criteria set out in this Guide.

b. Applications

Applications, including required attachments, must be submitted through the Grants Ontario System. See Part 5: Application Process, of this Guide.

The deadline to submit an application is 5:00 p.m. (EST) on February 28, 2018 (the “Application Deadline”).

c. How to Reach Us

By Mail: Community Transportation Grant Program
Municipal Transit Policy Office, Ministry of Transportation
777 Bay St, 30th Floor
Toronto, Ontario M7A 2J8

By Email: CTProgram@ontario.ca

By Phone: 416-585-7362

Part 1: Definitions

When used in this Guide, the words set out below that import the singular include the plural and vice versa:

“Application Deadline” means 5:00 p.m. (EST) on February 28, 2018.

“Agreement” means an agreement entered into between the Ministry and a municipality

that sets out the terms and conditions under which the Ministry agrees to provide CT Funding to the municipality, and includes any amending agreement entered into pursuant to the Agreement.

“CT” refers to community transportation services, as further described in this Guide, offered to the public by or on behalf of a municipality.

“CT Funds” means the money the Ministry provides to a municipality pursuant to an Agreement to be used strictly toward Eligible Expenditures for a CT Project in accordance with and as set out in the Agreement; “CT Funding” has the same meaning.

“CT Funds Account” means an interest bearing account under the name of the municipality and in a Canadian financial institution, where CT Funds are deposited.

“CT Program” means the Community Transportation Grant Program – Municipal Stream the Ministry has established to provide municipalities with CT Funds.

“CT Project” means a project described in an application for CT Funding, including any modification to the project which has received the prior written approval of the Ministry and that has been selected by the Ministry for funding under the CT Program.

“CT Project Budget” means the budget for a CT Project included in an applicant’s application for CT Funding.

“CT Project Work Plan” means the work plan for a CT Project included in an applicant’s application for CT Funding.

“Eligible Expenditure” means an eligible expenditure as described in Part 4: General Eligibility Requirements.

“Guide” means this guide entitled “Community Transportation Grant Program – Municipal Stream Guidelines and Requirements 2017”, which the Ministry may, at its sole discretion and from time to time, amend.

“Ministry” and “Minister”, respectively, means the Ministry of Transportation that is responsible for the administration of the CT Program and the Minister responsible for the Ministry.

“Pilot Program” means the Community Transportation Pilot Grant Program.

“Reporting Forms” means the forms attached as a Schedule to the Agreement.

Part 2: Introduction

In 2015, the Ministry of Transportation (MTO) established the Community Transportation Pilot Grant Program (the “Pilot Program”) to provide financial assistance to Ontario municipalities for the development and implementation of community transportation initiatives. The Pilot Program has helped 22 municipalities and their partner community organizations to provide transportation service to Ontarians. The Pilot Program has also demonstrated the effectiveness of coordinating local services and maximizing the use of existing transportation resources in meeting the mobility needs of small and rural municipalities, as well as suburban areas underserved by transit.

Transportation is a key factor in the ability of Ontarians to access medical services, to reach jobs, education and training, to participate in the community, and in general, to achieve a quality of life. In recognizing the importance of transportation to the lives of Ontarians, the Ministry is releasing a new round of funding for community transportation initiatives.

The new Community Transportation Grant Program builds on the Pilot Program to fund the development of community transportation solutions to address local transportation needs, including ways to better utilize existing transportation resources. The new program continues to focus on developing service and improving service to Ontario communities that are not served by public transportation or are underserved. It will continue to emphasize improving mobility options for those who experience transportation barriers, including seniors, people with disabilities, youth, and persons living on low income. There will continue to be an emphasis on partnerships, coordination, and a collaborative approach to service delivery that can provide measurable improvements to transportation service in Ontario communities.

At the same time, the new program is being expanded to meet new challenges:

- More intercommunity service – Ontarians in non-metro areas need to travel further to access medical and other services, often needing to cross municipal boundaries. Many Ontario communities are also experiencing declines in intercity coach bus services while the need for inter-regional travel grows. Regular bus routes that connect smaller population centres to major employment areas, retail centres, or medical facilities help Ontarians to meet their everyday needs.
- More connected services – Local transportation that connects to other transportation services such as municipal transit systems, intercity coach, or rail, other CT services, extends the reach of local services. Coordinating schedules and convenient transfer points amongst transportation partners help build networks and transportation hubs to serve local and regional travel.

What's New

To support an expanded program mandate, the 2017 CT Program allows:

- Funding over a five-year period to help build service and ridership;
- Total funding of \$ 30 million for the five-year program with two levels of funding:
 - A. Maximum individual grant of \$500,000 for the five-year period for local community transportation service; and
 - B. Maximum individual grant of \$1.5 million for the five-year period for CT projects that propose long-distance scheduled bus routes.
- Separate eligibility criteria and application requirements for the two levels of funding.

This application Guide is for municipal applicants. Projects that meet the requirements set out in this Guide may be eligible for funding under the CT Program. Both new projects and projects funded under the 2015 Community Transportation Pilot Grant Program are eligible. A municipality may apply for either level of funding or for both levels of funding. However, a municipality may not receive more than one grant for each level of funding.

Part 3: Community Transportation Grant Program Description

a. Objectives

The objectives of the CT Program are to:

- Improve mobility options for individuals who do not have access to their own transportation, such as seniors, persons with disabilities, youth, persons living on low income, members of Indigenous communities, and others;
- Build or enhance capacity to better meet local, regional or intercommunity transportation demand, particularly where it is challenging or not feasible to provide conventional transit service due to population size or density or where there is no market viability for private transportation service;
- Create or contribute to networks of transportation services that can support local transportation hubs and that conveniently connect passengers to other communities and regions or to other transportation services; and
- Improve service delivery and service efficiency through collaboration, leveraging existing services, sharing resources, and/or innovation through information technology.

Subject to available funding, the CT Program is for a 5-year period. Despite the above, changes may be made to the length of the CT Program at the province's sole discretion. To be eligible for funding, the proposed community transportation project must be implemented within one year of the effective date of the Agreement and operate until the expiry of the CT Program, March 31, 2023.

b. Funding

The application process is competitive, and not all community transportation proposals will receive funding. Grant applications will be assessed and evaluated based on set criteria, including, without limitation, the extent to which a proposed project meets the objectives and requirements of the CT Program.

There are two levels of maximum funding available:

- A. Maximum individual grant of \$500,000 for the five-year period for local community transportation service; and
- B. Maximum individual grant of \$1.5 million for the five-year period for CT projects that propose long-distance scheduled bus routes.

Applications must indicate the level of funding being requested. The amount of funding requested must be commensurate with the size and scope of the CT Project and the service proposed.

CT Funds will not be paid until the Ministry and a municipality have executed an Agreement and the municipality has provided copies of certain documents, including the municipal by-law(s) designating the signing officers for authorizing the execution of the Agreement.

A municipality receiving CT Funds will be responsible for those funds and the CT Project, and for ensuring the CT Project, for which those funds are provided, is carried out in accordance with the terms and conditions set out in this Guide and in the Agreement with the Ministry. While a municipality is responsible for CT Funds, the CT Project may be carried out and managed by the municipality itself or one or more community organization(s) collaborating with the municipality or a third party provider contracted to implement and provide the proposed service.

Grant recipients are required to build sustainability into project development and will be required to report on a sustainability plan in the fourth year of the program period.

c. Funding From Other Sources

A municipality will be required, as part of its application for funding, to identify any other

sources of funding for the CT Project, including funds from other provincial funding programs or federal funding programs, and funds from any municipality or community organization(s) with which it collaborates for its CT Project. However, funds from the provincial Dedicated Gas Tax Funds for Public Transportation Program must not be used for CT Projects. Furthermore, CT Funds must not be used to replace existing funding or funding from other sources that will be provided to the CT Project, but can be incremental to such existing funding or funding from other sources.

In addition, a municipality receiving CT Funds will be required to inform the Ministry of any contribution, other than the CT Funds, the municipality receives from any source whatsoever towards costs related to its CT Project. This information would be indicated in the financial report, as described in Part 8: Reporting Requirements in this Guide.

Part 4: General Eligibility Requirements

a. Eligibility for Local Community Transportation Projects

i. Eligible Applicants

Only incorporated Ontario municipalities (lower, upper or single tier) that collaborate with at least one community organization are eligible to apply for a maximum of \$500,000 in funding to undertake a coordinated community transportation project of mutual interest and benefit, and which meets the criteria set out in this Guide. If the CT Project involves the participation of more than one municipality, only one municipality may apply on behalf of other(s).

ii. Eligible Community Organizations

To be eligible, community organizations must be:

- Incorporated;
- In operation for at least one year prior to the Application Deadline; and
- At least one community organization must already provide transportation services or have transportation resources or assets, or both.

The application must provide the strategic rationale for the involvement of each organization, and demonstrate that each organization will:

- Support the application;
- Participate in the planning and execution of the project;
- Contribute to the project, either financially or through in-kind contributions; and
- Benefit from the project.

The level of contribution, including financial or in-kind (e.g., sharing of assets or resources), will be determined by the municipality and the community organization(s).

Ultimately, the municipality, as the lead applicant, will be responsible for ensuring the municipality and collaborating community organization(s) have all the resources, experience and expertise required to carry out the CT Project.

The following provides a non-exhaustive list of community organizations that a municipality may collaborate with for the purpose of carrying out a CT Project:

- Health service agencies (e.g., community support service agencies);
- Social service agencies (e.g., community outreach services);
- District Social Service Administrative Boards;
- Indigenous communities or Indigenous-led organizations;
- Seniors' organizations;
- Registered charitable organizations;
- Other public transit agencies (i.e., a public transit agency that is not operated by or on behalf of the municipality applying for funding under the CT Program);
- Other municipalities;
- Bus operators, including school and private bus operators;
- Taxi companies; and
- Employers.

iii. Eligible Local Community Transportation Projects

Local CT Projects emphasize the coordination of local transportation services. In general, coordinated community transportation is a service delivery model whereby two or more organizations collaborate through the sharing and/or coordination of transportation resources and services to jointly accomplish their transportation objectives.

To be considered for funding, a coordinated community transportation project must:

- Meet program objectives of the CT Program (see Part 3a. Objectives in this Guide);
- Result in the provision or improvement of transportation services through the implementation of new coordinated community transportation or enhancements to existing coordinated community transportation;
- Be implemented within one year of the effective date of the Agreement; and
- Continue to operate its service to the expiry of the CT Program.

The service area for a proposed community transportation project will be determined by the municipality and the community organization(s) with which the municipality is collaborating. The service area may be within a municipality, a region or a county, or

could encompass several municipalities.

The CT Program is focused on providing service to the community. Applicants must include in their application, a plan for measuring service performance and achieving service targets (see Part 8: Reporting Requirements in this Guide).

iv. Types of Local Community Transportation Projects

Projects can be the coordination and provision of rides to the community or activities that coordinate multiple services with the aim of service improvements and service efficiency. The following projects are eligible:

- New project that coordinates transportation service and/or available transportation resources;
- Project that was previously funded by the CT Pilot Program; and
- Project that enhances an existing coordinated community transportation service **not** previously funded by the Pilot Program.

Coordinated community transportation is not a “one size fits all” solution to the many challenges of providing transportation in underserved areas. In the application for funding, a municipality and the organization(s) with which it is collaborating, can propose the type of coordinated community transportation that best meets the needs of the community and is within its resources.

Below is a list of examples of community transportation projects that could be eligible for funding. This list is not exhaustive. Applicants may propose variations or a mix of service delivery models and approaches.

Examples of Coordinated Community Transportation Delivery Models

a) Referral Service

A referral service can be coordinating the use of one contact for several community organizations, such as a toll free 1-800 number or website as the first point of contact for residents seeking transportation or information.

b) Centralizing Functions

The centralizing of functions is the next step in coordination after a referral service. In this instance, a central point of access, through common software, offers ride and vehicle information data, and centralized trip booking and dispatching. Enhancements to centralizing administrative functions could be standardizing the intake and registration procedures of participating community organizations, centralizing service and route planning, marketing of the service, or pursuing joint procurements.

c) Collaboration with Other Transportation Providers

School bus operators, municipal transit systems, and taxi operators, for example, are experienced local transportation providers and often have vehicles, drivers and staff resources that can deliver services for a CT Project. A municipality may collaborate with a transportation provider that has available capacity to meet unmet transportation needs in the community.

d) Sharing of Transportation Assets or Resources

CT Projects could propose the pooling of assets, funding, and staff resources of a municipality(ies) and community organizations. Potential assets and resources that could be shared include vehicles, drivers, administrative staff, service planning expertise, information technology, facilities, etc. There are no requirements as to what transportation resources and assets must be shared or how they are to be shared. The benefits resulting from the sharing of resources are to be reinvested for transportation service improvements.

e) Projects to Improve Service Delivery and Efficiency

A CT Project could propose implementation of a centralized data base or common platform that allows multiple transportation services to coordinate and share rides, vehicles, drivers, or volunteers. To improve the efficiency and quality of on-demand service, a CT Project could propose adapting shared mobility technology platforms and models to enable such features as dynamic routing, dynamic stops or micro-transit service, which can respond more effectively and rapidly to trip requests. Projects involving information technology should consider documenting the requirement for transportation providers to own the data in its aggregated form or as raw data in its IT design and procurement documents.

b. Eligibility for Long-distance Scheduled Intercommunity Transportation Projects

i. Eligible Applicants

Incorporated Ontario municipalities that are lower, upper or single tier are eligible applicants. A municipality may partner with another municipality(ies), community organizations(s) and/or private intercommunity bus carrier(s) to implement and deliver a long-distance service, but it is not a requirement. If the CT Project involves the participation of more than one municipality, only one municipality may apply on behalf of other(s).

Applicants must obtain the support of municipalities that will be served by the long-distance service and provide letters of support from those municipalities in their

application.

ii. Eligible Long-distance Scheduled Intercommunity Transportation Projects

The CT Program's long-distance service component is seeking to fill gaps in intercommunity service that have resulted from declines in intercommunity coach and rail services. Priority areas where there are currently no service or insufficient service, have been identified. This level of funding is intended to create services in these priority areas that connect local populations to other centres, and to major hubs and destinations, such as major hospitals, with convenient daytime pick-up and drop-off times.

To be considered for funding, long-distance CT Projects must meet all of the following criteria:

- Offers fixed route and fixed schedule route(s) within Ontario that links multiple communities;
- Offers convenient service that is available to the general public;
- Provides service 5 days per week; with 2 return trips per day where feasible;
- Provides regular stops along the route that serve identified travel demand;
- Proposes routes that are not currently served by a private or public carrier or proposes convenient schedules that are not currently offered by other carriers;
- Charges fares that cover a portion of the operating costs;
- Uses vehicles for the service that carry a minimum of 10 passengers; and
- Provides service to the expiry of the CT Program.

Projects that propose routes where an intercommunity service operated during the application period will not be considered for funding. Priority will be given to CT projects that propose bus routes within the priority areas identified in Appendix A.

Applicants proposing long-distance schedule routes must demonstrate in their applications all of the following:

- The currently unmet travel demand in the proposed service routes with available data (e.g., statistics, transportation studies, survey responses) and the major destinations being served (e.g., hospitals, employment centres, transportation hubs);
- That there is no other intercommunity service being provided or was provided during the application period, or that the service provided is insufficient; and
- How the proposed routes and service will meet the identified unmet travel demand.

Municipalities applying for funding to provide long-distance scheduled service have flexibility in how the service is delivered. Municipalities may choose to operate the service, or procure a third party service provider through its own procurement processes and policies.

c. Eligible and Ineligible Expenditures

i. Expenditures - Eligibility Criteria

A CT Project expenditure may be considered eligible for funding under the CT Program (an “Eligible Expenditure”) if it meets all of the following general criteria:

- Directly related to and necessary for the successful completion and operation of the CT Project;
- Specifically identified in, and made in accordance with, the budget the municipality provided to the Ministry as part of its application for funding under the CT Program. No changes to the budget will be allowed without the prior written approval of the Ministry;
- Non-capital costs incurred between the date of notification by the Ministry of provincial approval in principle of funding for the CT Project and the expiry date of the CT Program. No expenditures incurred outside of this period will be eligible for payment under the CT Program;
- Capital costs incurred between the effective date of the Agreement and the expiry date of the CT Program. No capital expenditures incurred outside of this period will be eligible for payment under the CT Program; and
- Documented through paid invoices or original receipts, or both.

ii. Eligible Expenditures - Examples

Provided that the above-noted general eligibility criteria are met, Eligible Expenditures for a CT Project may include:

- Salary and benefits of a coordinator responsible for planning, implementing and operating coordinated community transportation services;
- Consultant services to assist the applicant municipality and community organization(s) in implementing coordinated services or long-distance scheduled bus routes (e.g., to assist in the implementation of information technology or the facilitation of cooperative initiatives between the municipality and community organizations or design of long-distance scheduled routes and locations of stops);
- Consultant/facilitation services to assist the applicant municipality in developing and building partnerships with community organizations or other municipalities that

are part of the CT Project;

- Administrative costs directly related to the planning, implementation or operation of the CT Project;
- Purchase, implementation and operation costs of a contact number or website, or both;
- Purchase, implementation/installation and licensing costs for software or hardware, or both;
- Procurement of community transportation services or long-distance scheduled transportation services from a service provider (e.g., vehicles, drivers, booking and dispatch services) that are part of the CT Project;
- Legal services for the drafting of legal agreements related to the CT Project;
- Costs of holding, facilitating or attending meetings/consultation, events/workshops with community transportation organizations and/or partner municipalities for the CT Project or for the purpose of learning, networking and information exchange that is related to the CT Project
- Training costs related to the implementation or operation of the CT Project; Ontario-only travel and accommodation costs directly related to the CT Project. Expenses must align with the Government of Ontario's Travel, Meal and Hospitality Expenses Directive;
- Facilities costs of centralizing functions or operations of the CT Project, including the costs of securing locations for pick-up and drop-off of passengers;
- Public outreach, communications materials and activities to promote the CT Project and service;
- Vehicle leases or purchases (accessible vehicles must comply with O.Reg 629 – Accessible Vehicles);
- Permits and fees required for vehicles used for the community transportation or long distance service; and
- Equipment, supplies, materials, and services associated with the implementation and operation of the CT Project.

iii. Ineligible Expenditures

Notwithstanding anything else contained in this Guide, the following expenditures are not eligible for CT Funding:

- Cash prizes or direct subsidies to individuals that are not related to CT services;
- Food and beverages;
- Refundable goods and services tax, pursuant to the Excise Tax Act, R.S.C. 1985, c. E. 15, as amended, or other refundable expenses;
- Deficit reduction;
- Costs covered by other funding programs; and

- Any other costs as determined by the Ministry from time to time and in its sole discretion.

The lists indicated above are not exhaustive and are only intended as general guides. If applicants are unsure whether or not a particular cost is eligible, the Ministry should be contacted for clarification prior to incurring the cost.

d. Fares

Fares must be charged for the community transportation services supported through the CT Project. For local CT Projects applying for the lower level of funding, fares may be any amount that is affordable to the community. Fares may be subsidized or waived to support affordability.

For long-distance CT Projects, fares may be subsidized to be affordable to a general ridership, but must cover a portion of operating costs. Applicants are required to propose a fare recovery ratio that is appropriate to the needs of their communities, and which contributes to cost recovery.

Part 5: Application Process

This grant application process is not a procurement process and does not create a legally binding contract. For greater clarity, this grant application process does not give rise to the rights or duties that may apply to a formal legally binding procurement process.

A municipality applying for funds under the CT Program must submit an application package that provides information about the proposed project. The Ministry will review the application packages from all applicants and select the projects that best meet the criteria set out in this Guide and the policy objectives of the CT Program. Once the Ministry selects a project, the municipality will be required to enter into an Agreement with the Ministry prior to receiving funding.

For greater clarity, CT Funds cannot be used to pay for expenses incurred prior to notification by the Ministry of provincial approval in principle of funding for the CT Project. Furthermore, CT Funds cannot be used to pay for capital expenses incurred prior to the effective date of the Agreement.

For technical assistance or for more information on the Grants Ontario Application form or process, please contact Grants Ontario Customer Service by phone: 1-855-216-3090 or 416-325-6691 or by email: GrantsOntarioCS@Ontario.ca.

a. Deadline and Required Application Documentation

The complete application package must be submitted online through the Grants Ontario System. The complete application package consists of the following:

- Grants Ontario Application Form; and
- The following attachments, submitted separately to the Grants Ontario System:
 - A. Community Transportation Grant Program – Municipal Stream Application Form (CT Program Form);
 - B. CT Project Work Plan;
 - C. CT Project Budget;
 - D. Letters of support from municipalities (only for long-distance CT Projects).

The Ministry will not consider incomplete applications.

Deadline: the complete application package must be submitted onto the Grants Ontario System by 5:00 p.m. (EST) on February 28, 2018. Applications received after such time or which do not comply with this Guide may NOT be considered.

b. How to Apply

Applications, including required attachments, are submitted through the Grants Ontario System. In order to apply, all applicants must be registered on the Grants Ontario System and have a ONe-key account.

The ONe-key account is registered at an individual level and not the municipal level. If someone in the applicant's municipality has an account that is used for another grant program, the applicant will still need their own account if they are the one submitting the application.

Applicants who are not already registered are encouraged to register with Grants Ontario as soon as possible and **at least three (3) weeks prior to the Application Deadline.**

Step 1: Register with Grants Ontario

If applicants are not registered, they must go to [Grants Ontario System](#) to complete the following:

- Create a ONe-key Account;
- Complete the Transfer Payment Common Registration (TPCR) using the Canada Revenue Agency Business Number (CRA BN), if applicable. Please see [Canada Revenue Agency - Registering your business](#) for more information; and
- Enrol your organization and receive an enrolment number and PIN from Grants

Ontario.

For full instructions on how to register, please visit the [Transfer Payment Common Registration](#) web page on the Grants Ontario System.

Step 2: Complete the Grants Ontario Application Form

To complete the Grants Ontario Application Form:

- Log in to the [Grants Ontario System](#) website;
- Click on the “Apply for Grant” tab, and then click on the “New Application” link found to the left of the open grant called “Community Transportation Grant Program – Municipal Stream.” The attachments are available under “1. Review Program Information” in the “Program Documentation” section (see Step 3 in this Guide).
- Click on “2. Complete Application Form.” Click on “Download Application Form.” The form can be saved on the computer until you have completed the form and are ready to upload the application.

The Grants Ontario Application Form is organized into the following sections. Applicants must complete all of the sections.

- Section A – Organization Information
- Section B – Organization Address information
- Section C – Organization Contact Information
- Section E – Grant Payment Information
- Section F – Application Contact Information
- Section Z – Declaration / Signing

Please note: There are no sections D and G-Y. Below are descriptions of the sections that require completion. Refer to the [Grants Ontario System – Reference Guide for Applicants](#) document for more information.

Section A – C: Organization Information, Address Information, and Contact Information

- Sections A and B are automatically populated with information from applicants during the Grants Ontario System registration process. If the prepopulated information is incorrect, please contact Grants Ontario Customer Service.
- Section C may be prepopulated with contact information about your municipality that was entered during a previous application submission. You may edit this information if you wish, or leave it as it appears. You must complete the “Organization Contact” fields; completing other contact information is optional.

Section E – Grant Payment Information

- This information is required for payment of grant funds if the application is selected for funding. Please see the Grants Ontario Application Form for more information.

Section F – Application Contact Information

- Please provide the name and contact information of the person who will be managing the Community Transportation Program application as the sole individual responsible for all communication with the Ministry. This individual can be the same as the Organization Contact and will receive the automated submission confirmation email.

Section Z – Declaration / Signing

- Please see the Grants Ontario Application Form for more information.

Step 3: Complete the CT Program Form, CT Project Work Plan and Budget

- Applicants can download the CT Program Form, the CT Project Work Plan template and the CT Project Budget template onto their computers from the Community Transportation Program portal page on the Grants Ontario website, or by logging in to the Grants Ontario System, clicking on the “Apply for Grant” tab, and then viewing “1. Review Program Information.”
- These three attachments can be completed as the project proposals are being developed. Complete the CT Form, CT Project Work Plan and CT Project Budget as separate documents.

Step 4: Submit the Full Application

Before submitting your application, please review all documents in the application package to ensure that the information is filled out correctly:

- Grants Ontario Application Form; and
- The required attachments, submitted separately to the Grants Ontario System:
 - A. Community Transportation Grant Program – Municipal Stream Application Form (CT Program Form);
 - B. CT Project Work Plan; and
 - C. CT Project Budget.
 - D. Letters of support from municipalities (long-distance CT Projects only).

Please do not scan documents A, B and C to PDF format before submitting. Note that once submitted, the application cannot be changed.

The following list outlines how to submit the full application:

- Log in to the Grants Ontario System and click on the “Apply for Grant” tab.

- Submit the Grants Ontario Application Form by clicking “2. Complete Application Form” and uploading your form.
- Submit the CT Program Form, CT Project Work Plan and Budget by clicking and following “3. Attach Supporting Documents.” Add each document as a separate attachment, using the appropriate attachment type.
- Complete the application process by clicking and following “4. Confirm Submission.”

For technical assistance, contact Grants Ontario Customer Service by phone: 1-855-216-3090 or 416-325-6691 or by email: GrantsOntarioCS@Ontario.ca.

Part 6: Evaluation of the Application

a. Selection Process and Evaluation

CT Funding will be awarded through a competitive process. The Ministry reserves the right to exercise its discretion to select a range of projects that:

- Provide coordinated community transportation throughout the Province or offer long-distance routes serving identified priority areas;
- Are within communities of varying sizes;
- Offer diverse solutions to the needs and challenges of community transportation or long distance intercommunity service; and
- Meet the eligibility criteria set out in this Guide.

Only applications meeting all applicable requirements will be considered for review.

Applications will be evaluated and projects selected for funding, at the Ministry's sole discretion, based on the considerations below and any other criteria the Ministry considers necessary to ensure the projects selected meet the objectives of the CT Program. There are separate criteria for projects proposing long-distance routes. Municipalities applying for both levels of funding will have their CT Project proposals evaluated separately as two applications.

b. Evaluation Criteria

Project Proposal (Section 2 of the CT Application Form)	40%
<p><u>For Local CT Projects (maximum grant of \$500,000)</u></p> <p>Applications will be evaluated on the following criteria:</p> <ul style="list-style-type: none"> • Demonstrates understanding of mobility needs and travel demand in the 	

community.

- Provides a detailed description of the proposed CT Project and how the service meets CT Program objectives in Part 3 Community Transportation Grant Program Description. Projects that propose service to Indigenous communities, connections to intercommunity service or local transportation hubs will score higher.
- Proposed project addresses the identified and evident transportation service gaps and unmet transportation needs of the community.
- Proposed project collaborates with partner community organizations to coordinate service, share resources and provide mutual benefit.

For Long-distance CT Projects (maximum grant of \$1.5 million)

Applications will be evaluated on the following criteria:

- Demonstrates understanding of intercommunity travel demand in the community.
- Proposed service provides the following service coverage:
 - Serves a priority area as indicated in Appendix A (highest score); or
 - Serves other areas where there is demonstrated unmet travel demand (applications will be evaluated on how the service meets this demand).
- Service is available to the general public.
- Provides service 5 days/week, with 2 return trips per day where feasible, and convenient hours of service;
- Links multiple communities across counties, regions or inter-regionally; service that connects major destinations, such as hospitals, employment centres will score higher.
- Provides regular stops along the route that serve identified travel demand.
- Proposed routes are not currently (or during the application period) served by a private or public carrier or provides convenient service not offered by other carriers.
- Vehicle(s) used for the service carries a minimum of 10 passengers.

Project Implementation (Section 3 of the CT Application Form)

30%

Applications will be evaluated on the following criteria:

- Identifies the project lead and team and demonstrates their organizational capacity and experience to lead and undertake the CT Project.
- Detailed work plan includes breakdown of tasks that corresponds to the proposed CT service.
- Work plan indicates proposed service will be in place within the first year of the

program period. For projects with larger scope and phased implementation, the plan indicates an initial service is in place within the first year of the program period.

- Work plan includes tasks for performance monitoring and project reporting that meet reporting requirements.

Funding Requirements and Project Budget (Section 4 of the CT Application Form)	20%
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Applications will be evaluated on the following criteria:

- The Project Budget provides detailed estimated costs that correspond with the project tasks and the size and scope of the proposed service. The Budget provides estimated costs for all five years of the program period.
- The proposed fare is affordable to the community and provides information that supports the fare proposal.
(For local CT Projects, fares may be subsidized or waived to support affordability. For long-distance CT Projects, fares may be subsidized to support affordability, but not waived).
- Projects that include cash contributions from the applicant or partner community organizations and/or funding from other grant programs will score higher.

Performance Monitoring and Reporting (Section 5 of the Application Form)	10%
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Applications will be evaluated on the following criteria:

- Provides a detailed plan to monitor and collect data for reporting on the required performance measures indicated in Part 8b Project Performance Report.
- Assigns a project team member responsible for performance monitoring, review and service improvements.
- Sets performance targets, such as an annual percentage increase in passenger trips for each year.
- Includes a process for reviewing annual service performance; adjusting service to address changing travel demands or operational needs, and to achieve service targets.

c. Clarification and Notification

As part of the review process, the Ministry may seek clarification and supplementary

information from an applicant. The clarification and additional information received from the applicant will form an integral part of the application package.

The Ministry may elect not to consider an applicant whose application package, in the Ministry's opinion, contains misrepresentations or any inaccurate, misleading, or incomplete information.

When the selection process is completed, the Ministry will notify each applicant, in writing, whether or not the applicant is selected for funding under the CT Program.

d. Agreement

A municipality selected for funding will be required to enter into an Agreement. In addition to confirming the CT Funds for which the municipality may be eligible, the Agreement will set out the terms and conditions upon which the Ministry will provide the CT Funds to the municipality and by which it will be bound.

Municipalities may modify their services and their partnerships over the program period to respond appropriately to changes in travel demand, to gain new ridership, or to meet any changing mobility needs in their communities. The protocol for communicating changes to the Ministry will be provided to applicants selected for funding through the Agreement.

Furthermore, under the terms and conditions of the Agreement, the municipality will be required to provide the Ministry with copies of certain documents, including the municipal by-law(s) designating the signing officers for and authorizing the execution of the Agreement, and any certificates of insurance, or other proof the Ministry may request to confirm the insurance coverage required pursuant to the Agreement. The by-law and any insurance certificate will need to specifically reference the CT Project.

As stated in Part 5: Application Process, notification by the Ministry of provincial approval in principle of funding for the CT Project, will not constitute a legally binding contract on the part of the Ministry.

Part 7: Payment of Community Transportation Funds

Any amount of CT Funds provided to a municipality will be subject to adjustment as set out in an Agreement. Funds will be paid out in five instalments with the first instalment to fund implementation and/or service, and the second, third, fourth and fifth instalments to fund the operation of the CT service, as well as any secondary phases of implementation. The payment of the second and subsequent instalments will be made only after 100% completion of the primary implementation of the CT Project.

The amount for each payment will be distributed as follows: the first amount is the amount the municipality proposes in its budget to be necessary to support implementation of the CT Project, up to 25% of the total amount requested. The remainder of the CT Funds, after the first instalment, will be distributed in four equal amounts. The fifth instalment will be paid in two parts, the first part representing 50% of the instalment and the second part representing 50% is paid after expiry of the program period and receipt of final reports. Municipalities also have the choice of having funds paid in equal amounts in each of the five years.

Although this may be modified at the discretion of the Ministry, the Ministry's intent is for CT Funding to be provided as follows:

a. First Instalment

To support project implementation, the Ministry may, once the Ministry and a municipality have executed an Agreement and the municipality has provided the Ministry with all required documentation, deposit the first instalment of the grant into the municipality's CT Funds Account. The amount of the first instalment is up to 25% of the total amount requested.

b. Second Instalment

The second instalment may be paid 12 months from the date of notification from the Ministry and if the project implementation is 100% complete, and upon receipt of:

- A project status report indicating 100% completion of implementation or a phase of implementation for larger projects; and
- An interim financial report.

c. Third Instalment

The third instalment may be paid 24 months from the date of notification from the Ministry, and upon receipt of:

- A project performance report on service levels achieved in the previous 12 months using the performance indicators provided in Part 8b Project Performance Report; and
- An interim financial report.

d. Fourth Instalment

The fourth instalment may be paid 36 months from the date of notification from the Ministry and upon receipt of:

- A project performance report on service levels achieved in the previous 12 months using the performance indicators provided in Part 8b Project Performance Report; and
- An interim financial report.

e. Fifth Instalment

The first part of the fifth instalment may be paid 48 months from the date of notification from the Ministry and upon receipt of:

- A project performance report on service levels achieved in the previous 12 months using the performance indicators provided in Part 8b Project Performance Report;
- A sustainability plan for continuing service after program expiry; and
- An interim financial report.

The second part of the fifth instalment may be paid 60 months from the date of notification from the Ministry and upon receipt of:

- A final project report that summarizes the service delivered and the service levels achieved over the program period; and
- A final financial report.

The content required for the above reports is described in Part 8: Reporting Requirements.

Part 8: Reporting Requirements

Unless otherwise approved in writing by the Ministry, all reports provided by a municipality must be signed by a municipal chief administrative officer. The following reports will follow the format of the Reporting Forms.

a. Project Status Report

To receive the second instalment, the municipality must prepare and deliver to the Ministry a status report on the CT Project that confirms 100% completion of the implementation, and that the CT service is taking place. For projects with a larger scope, the report confirms completion of an implementation phase and the phase of service to take place. The report should reflect the work plan submitted as part of the application and indicate the relevant milestones completed.

b. Project Performance Report

To receive the third, fourth and fifth instalments, a municipality must prepare and deliver

to the Ministry a report that indicates CT service performance in the previous 12 months and reports on progress in achieving performance targets for the following indicators (Performance targets may be adjusted as appropriate.)

For local CT Projects

1. Total number of rides (passenger trips) in the past 12-month period.
For fixed-route service, the number of boardings in the past 12-month period.
2. Total number of clients/passengers served in the past 12-month period.
3. Average number of service hours per week. (The number of hours per week that vehicles are on the road providing service.)
4. The days of the week that service is provided.
5. The municipalities the service connects.
6. The number of connections to other transportation services and/or local transportation hubs.

For long-distance CT Projects

1. The total number of boardings in the previous 12-month period.
2. The average number of boardings per one-way trip in the previous 12-month period.
3. The total number of one-way trips in the previous 12-month period.
4. The days per week that service is available.
5. The schedule of service.
6. The municipalities served by the route(s).
7. The major destinations the service links (hospitals, employment centres, retail, etc).
8. The connections to other transportation services (municipal transit, local CT services) and/or local transportation hubs.
9. The percentage of trips that are on time.

For larger projects with phased implementation, the report must indicate the progress of implementing the phases of the CT Project. The report should include descriptions of any service changes and any service targets.

c. Financial Report

A municipality must prepare and deliver to the Ministry interim and final financial reports containing a statement of revenues and expenditures of the CT Project, including revenue from fares received, CT Funds received from other funding sources, and Eligible Expenditures broken down by category. The statement of revenues and expenditures will reflect actual revenues received and actual project expenditures. It will also provide an explanation for any variances.

At the same time, additional detailed financial reporting may also be required from the municipality to reflect the amount of the CT Funds received for the CT Project and the Eligible Expenditures that occurred during the fiscal year.

d. Service Sustainability Plan

To receive the first payment of the fifth instalment, a municipality must provide a plan that describes a strategy to maintain the CT service after expiry of the program, or to work with community organizations and other providers who can provide an alternative service, or a plan for phasing out the service that mitigates impacts to riders after the program expiry.

e. Final Report on Community Transportation Services

To receive the second payment of the fifth instalment, the municipality will be required to submit a final report on the CT Project that summarizes the project and the services provided. The report must provide the following information:

- Description of the community transportation services implemented and operational through the CT Project, including any technology used, resources shared, service optimization, and centralizing functions;
- Levels of service achieved over the five-year period using the performance indicators in Part 8b Project Performance Report;
- Any feedback from clients/passengers and other community members.

f. Other Reporting

The municipality, upon the Ministry's request, will be required to submit records and documentation, including all evidence of payment, relating to expenditures to which CT Funds apply. A municipality may also be subject to inspections and audits as set out in an Agreement. The Ministry may, at its sole discretion, audit or have audited by any third party, any records and documentation related to the CT Project, including CT Funds.

In addition, the municipality, upon the Ministry's request, will be required to participate in post-program evaluation session(s) and/or questionnaires to report on its experiences and lessons learned in carrying out a CT Project.

g. Unmet Reporting Requirements

A municipality will have to submit and complete reports to the Ministry's satisfaction. The final payment of the CT Funds allocated to the CT Project will not be released until all reporting requirements are met to the satisfaction of the Ministry.

Accuracy in the calculation and reporting of CT Funds is paramount. Payment of CT Funds may be adjusted or withheld, or both, where incorrect amounts have been reported.

Part 9: Information and Notices

For questions or additional information regarding the CT Program, contact the Municipal Transit Policy Office, by phone at 416-585-7362 or by email at CTProgram@ontario.ca.

Notices and exchange of documents between the Ministry and a municipality for matters related to the CT Program, including those required pursuant to the Agreement and this Guide, must be in writing and delivered by email, postage-prepaid mail (regular mail) or personal delivery (including prepaid courier), and must be addressed to the Ministry and the municipality as set out below:

To the Ministry:

Mailing Address: Community Transportation Grant Program
 Municipal Transit Policy Office
 Ministry of Transportation
 777 Bay St, 30th Floor
 Toronto, Ontario M7A 2J8
 Attention: Katrina Fernandez

E-mail Address: CTProgram@ontario.ca

To the Municipality:

Notices to the municipality will be sent to either the mailing address or the email address provided by the municipality in its application for CT Funding.

Appendix A – Priority Areas for Long-distance CT Service



The Corporation of the City of Kawartha Lakes

Council Report

Report Number WWW2018-001

Date: January 30, 2018
Time: 2:00 p.m.
Place: Council Chambers

Ward Community Identifier: All

Subject: Water System Cross-Connection Control Program Policy

Author Name and Title: Rob MacPherson, Water and Wastewater Technician

Recommendation(s):

That Report WWW2018-001, Water System Cross-Connection Control Program Policy be received; and

That the policy entitled Water System Cross-Connection Control Policy appended to Report WWW2018-001 be adopted, numbered and inserted in the Corporate Policy and Procedures Manual; and

That the Water System Cross-Connection Control Management Directive be received.

Department Head:_____

Financial/Legal/HR/Other:_____

Chief Administrative Officer:_____

Background:

Backflow is a term in plumbing for an unwanted flow of water in the reverse direction. It can be a serious health risk for the contamination of potable water supplies. Backflow incidents created by cross-connections have caused contamination of drinking water distribution systems around the world, resulting in a loss of confidence by the public as to the safety of public drinking water, as well as numerous health-related issues. A cross-connection is a physical connection between a potable water plumbing system and any domestic, industrial or institutional piping system containing used or non-potable water. A backflow incident refers to any unwanted flow from the non-potable system back into the potable water system due to a pressure differential. Cross-connections are not protected against backflow and are a potentially dangerous hazard for human and environmental health.

Justice O'Connor stated within his report on the Walkerton Inquiry that "In addition, as part of their comprehensive distribution program, water providers should have active programs, working together with building inspectors and public health agencies, to detect and deter cross-contamination" and "Distribution systems should have regularly tested backflow prevention valves that can prevent or at least isolate incursions."

At the Council Meeting of December 13, 2011, Council adopted By-Law 2011-260 that governs the water and wastewater services the City provides through the following resolution:

Moved by Councillor Dunn, seconded by Councillor Macklem,
--

RESOLVED THAT a by-law to govern water and wastewater services in the City of Kawartha Lakes be read a first, second and third time, passed, numbered, signed and the corporate seal attached.

CARRIED CR2011-1418

Within By-law 2011-260 "*A By-law to Govern Water and Wastewater Services in the City of Kawartha Lakes*", section 17 speaks to cross-connections and backflow prevention. The adoption of this policy will allow staff to fully implement a program that will help support the by-law and current enforcement by the Building Division to ensure that no industrial, commercial, or institutional (ICI) properties connected to the City's water systems are unlawfully causing any backflow through cross-connections as they typically have the highest risk of contaminating the public's potable water supply. Since 2000, the Building Division has been enforcing backflow prevention for any ICI structure that obtains a building permit, however there has been no formal program for the Water & Wastewater Division to monitor and ensure properties maintain and continue to test their devices. Under the program, property owners will be required to retain

the services of a registered tester to perform a survey of their internal private plumbing system in order to identify existing Backflow Prevention Devices (BPD) and to identify actual or potential cross-connections between potable water and non-potable sources.

There are currently 52 municipalities across Ontario that all have active Cross-Connection Control Programs approved by the Ontario Water Works Association. This number is growing every year as more municipalities realize the economic and health related importance of preventing backflow contamination in their drinking water systems. If Council approves of the Water System Cross-Connection Control Program, it is the goal of the Water & Wastewater Division to have a complete listing of all ICI properties within Kawartha Lakes by the end of the second quarter of 2018 with the objective of implementing the Program by the end of 2018.

Rationale:

Adoption of a Cross-Connection Control Policy will help ensure the measures emplaced to mitigate the risk of contaminating the City's municipal drinking water systems due to backflow are enhanced. The Policy clearly identifies the responsibilities of the City and ICI property owners who are connected or wish to connect to the City's municipal drinking water systems. The Policy and corresponding Management Directive will ensure the following:

- Section 17 "Cross-Connections and Backflow Prevention" of By-law 2011-260 is appropriately enforceable by City staff and information is adequately tracked to ensure property owners are in compliance with SA-B64 Standards;
- The cost and scheduling of the survey, installation of any required Backflow Prevention Devices (BPD), testing of the device, and any plumbing system repairs or modifications required for compliance will be the responsibility of the property owner;
- That potential contamination through cross-connections are identified and managed through the installation of required premise isolating BPD;
- A list of Qualified BPD testers is maintained;
- Promotion of the Cross-Connection Control Program and the fostering of awareness of the program by educating owners about the risks and hazards associated with backflow contamination.

Other Alternatives Considered:

The policy was created using the Ministry of the Environment and Climate Changes “A Guide for Drinking Water System Owners Seeking to Undertake a Backflow Prevention Program” and standards through the Ontario Water Works Association (OWWA).

Council may choose not to adopt this policy and no formal program would be implemented to ensure that backflow and cross connections are managed for the City’s twenty-one (21) municipal drinking water systems. This option is not recommended as it is contrary to the intent of the By-Law and the legislation surrounding Ontario’s Safe Drinking Water Act, 2002.

Financial/Operation Impacts:

Staff hours required for implementation and management of this program is accounted for in general Water and Wastewater Division operations. There are no additional City resources required to implement this Policy.

After consulting with local plumbing services, the average cost for ICI property Owners to have the initial Cross Connection survey completed will cost approximately \$100. The annual cost for the Owner to have the BPDs inspected and tested will range \$150-\$200 per device.

Relationship of Recommendation(s) to The 2016-2019 Strategic Plan:

This Report contributes to the Council Adopted Strategic Plan in the following ways:

This report directly addresses “*Goal 3 – A Healthy Environment; Objective 3.1: A healthier environment; Action 3.1.6: Protect & enhance water quality*” of the Strategic Plan. Water distribution systems are exposed to several sources of contamination risks through back-siphonage and back-pressure. Backflow prevention devices are a clear and sensible way of significantly reducing many of these risks.

This Report relates to two Objectives of “*Enabler 4: Efficient Infrastructure and Asset Management*” of the Strategic Plan:

1. Objective 1 - Best technology and best use of technology.
2. Objective 3 - Environmentally efficient municipal infrastructure.

The usage of a Backflow Prevention Device is one of the best technologies available to prevent and mitigate potential cross-connection contamination to the municipal drinking water systems. Reducing the risk of contaminating the

drinking water distribution system will prevent human health related issues, environmental damages, and will create a more effective and efficient distribution system.

This Report is in line with the City of Kawartha Lakes values, specifically continuous improvement and excellence as this proposed program will improve the municipal drinking water distribution system quality as well as provide excellent, efficient, and safe services for the public of Kawartha Lakes.

Consultations:

City of Kawartha Lakes, Corporate Services – Utility Billing
City of Kawartha Lakes, Building Division
City of Kawartha Lakes, Clerks Department

Attachments:

Appendix 1 – Water System Cross-Connection Control Policy



Appendix 1 - Water
System Cross-Connect

Appendix 2 – Water System Cross-Connection Control Management Directive



Appendix 2 - Water
System Cross-Connect

Department Head E-Mail: brobinson@kawarthalakes.ca

Department Head: Bryan Robinson, Director of Public Works



Council Policy

Appendix # 1

to

Report # WW2018-001

Council Policy No.:	
Council Policy Name:	Water System Cross-Connection Control Policy
Date Approved by Council:	
Date revision approved by Council:	
Related SOP, Management Directive, Council Policy, Form	Water System Cross-Connection Control Management Directive

Policy Statement and Rationale:

The Corporation of the City of Kawartha Lakes (City) has developed a Water System Cross-Connection Control Program for the purpose of eliminating, mitigating, and/or reducing the risk of contaminating the City's municipal drinking water system due to backflow caused by industrial, commercial, and institutional (ICI) properties. This is considered part of the City's larger commitment to provide safe and reliable drinking water as per our Quality Management System Policy.

Scope:

This Policy applies to all new and existing ICI properties connected to, or wishing to connect to, the City of Kawartha Lakes municipal drinking water systems that are determined to have a moderate to high risk of causing a backflow event.

Definitions

"Backflow" means the flowing back of or reversal of the normal direction of flow of water;

"Backflow Prevention Device (BPD)" means a device that prevents back-pressure or back-siphonage into the water system and is designed to prevent contamination of the water supply. It can also be referred to as a Cross-Connection Prevention Device;

"City", "City of Kawartha Lakes" or "Kawartha Lakes" means The Corporation of the City of Kawartha Lakes, including its entire geographic area, and includes its Officers, Directors, employees and agents;

"Commercial" means lands, buildings or structures or any part thereof used, designed or intended to facilitate the buying or selling of commodities or services,



Council Policy

including those that relate to self-service and other storage facilities, hotels, inns, motels and boarding, lodging, rooming houses and recreational lodging and all those that are non-residential in nature but excluded from all other types of non-residential land, structures and buildings otherwise defined herein;

“Cross-connection” means any actual or potential connection between the waterworks and any source of pollution, contamination, or other material or substance that could change the quality of the water in the waterworks. This includes any bypass, jumper connection, removable section of pipe, swivel or changeover device, and any other temporary or permanent connecting arrangement through which backflow can occur. Individual protection would be installed on fixtures or appliances that have the potential of contributing to a cross connection;

“Industrial” means lands, buildings or structures or any part thereof used, designed or intended for manufacturing, processing, fabricating, electricity generation, assembly of raw goods, warehousing or bulk storage of goods, and includes office uses and the sale of commodities to the general public where such uses are accessory to an industrial use, but does not include the sale of commodities to the general public through a warehouse club;

“Institutional” means lands, buildings or structures or any part thereof used by any non-profit organization, group or association for the promotion of charitable, educational or benevolent objectives, and includes post-secondary institutions, nursing homes and non-profit clubs;

“Owner” means a person who has any right, title, estate, or interest in a property, other than that of only an occupant and, where that person is a corporation, shall include the officers, directors and shareholders of that corporation, and shall include any person with authority or power over or control of that property on the behalf of an owner. A developer is also included as an owner;

“Potable water” means water that is safe for human drinking and/or cooking as described by the Safe Drinking Water Act;

“Premise isolation” means the Backflow prevention devices are installed just within the facility on the service line connection of the potable water supply;

“Qualified Person” refer to S.4.0 of the Water System Cross-Connection Control Management Directive;



Council Policy

Policy:

1. General Principles

- 1.1. All ICI properties deemed to present a moderate to severe hazard and are connected to the City's potable water supply require a Backflow Prevention Device to achieve premise isolation. The specific device required will be determined through the properties hazard rating. The properties hazard ratings are defined under the Ontario Building Code, O. Reg 332/12.
 - a. **Severe hazard** – any type of potential or actual cross-connection involving water that has additives or substances that under any concentration can create a danger to public health.
 - b. **Moderate hazard** – any connections involving water where the aesthetic qualities of water have been reduced and, under certain conditions, can create a danger to health.
 - c. **Minor Hazard** – any type of potential or actual cross-connection that involves a substance that does not have the ability to affect health but may be aesthetically objectionable in terms of taste, odour, and/or colour.
- 1.2. All Backflow Prevention Devices that are installed, inspected, tested, or removed, must be performed by a Qualified Person.
- 1.3. No connections may bypass the Backflow Prevention Device(s).
- 1.4. The City reserves the right to refuse water supply to new and existing water services that do not comply with By-law 2011-260 "*A By-law to Govern Water and Wastewater Services in the City of Kawartha Lakes*" (as amended) and the Ontario Building Code.

2. The Water and Wastewater Division's Responsibilities

- 2.1. Assigning hazard ratings to all ICI properties based on activities.
- 2.2. Administration and enforcement of the Water System Cross-Connection Control Program as per this policy and affiliated documents such as By-law 2011-260 (*To Govern Water and Wastewater*) and the Water System Cross-Connection Control Management Directive.
- 2.3. Maintaining a list of Qualified Backflow Prevention Device testers.



Council Policy

- 2.4. Creating, maintaining, and eliciting records from property owners and Backflow Prevention Device testers.
- 2.5. The maintenance and testing of backflow preventers at City operated Water & Wastewater facilities.
- 2.6. The promotion of the Water System Cross-Connection Control Program and fostering awareness of program by educating owners about the risks and hazards associated with backflow contamination, particularly owners that require higher degrees of backflow prevention devices due to increased risk to the City's water supply.

Revision History:

Proposed Date of Review:

Revision	Date	Description of changes	Requested By
0.0	[Date]	Initial Release	



Management Directive

Management Directive No.:	
Management Directive Name:	Water System Cross-Connection Control Management Directive
Date Approved by CAO or Designated Person:	
Date revision approved by CAO or Designated Person:	
Related SOP, Management Directive, Council Policy, Forms	Water System Cross-Connection Control Policy

Directive Statement and Rationale:

The Water System Cross-Connection Control Management Directive has been established to provide the framework of a backflow prevention program for industrial, commercial, and institutional (ICI) properties. This directive establishes operating policies and procedures as well as backflow preventer selection, installation, testing, and maintenance practices. This Program also maintains a list of Certified Backflow Preventer Testers to help ensure Qualified Persons are testing the Backflow Prevention Devices.

Scope:

This Management Directive applies to all new and existing ICI properties connected to, or wishing to connect to, the City of Kawartha Lakes municipal drinking water systems that are determined to have a moderate to high risk of causing a backflow event.

Definitions:

“Auxiliary water supply” means any water source or system, other than the City’s water supply, that may be available in a building or on any property;

“Backflow” means the flowing back of or reversal of the normal direction of flow of water;

“Back-pressure” means the pressure of the non-potable system exceeds the positive pressure in the water distribution line, forcing the non-potable source back into the potable water supply;

“Back-siphonage” means a negative pressure occurs in the water piping system creating a partial vacuum, which draws water from the non-potable source back into the potable water supply;



Management Directive

“Backflow Prevention Device (BPD)” means a device that prevents back-pressure or back-siphonage into the water system and is designed to prevent contamination of the water supply. It can also be referred to as a Cross-Connection Prevention Device. Types of Backflow Prevention Devices are as follows:

- a) **Double Check Valve Assembly (DCVA)** - a BPD consisting of two force-loaded, independently acting check valves, including tightly closing resilient-seated shut-off valves located at each end of the assembly and fitted with properly located resilient-seated test cocks. This device is designed for use under continuous pressure;
- b) **Dual Check Valve (DuC)** - a BPD consisting of two independently acting, force-loaded, soft-seated check valves in series. This device does not have a relief port or test cocks. This device is designed for use under continuous pressure;
- c) **Reduced Pressure Principal Assembly (RP)** - a BPD consisting of a mechanically independent acting, hydraulically dependent relief valve located in a chamber between two independently operating force-loaded check valves, the intermediate chamber pressure always being lower than the supply pressure when there is a positive pressure on the supply side. The unit includes properly located resilient-seated test cocks and tightly closing resilient-seated shut-off valves at each end of the assembly. This device is designed for use under continuous pressure;

“City”, “City of Kawartha Lakes” or “Kawartha Lakes” means The Corporation of the City of Kawartha Lakes, including its entire geographic area, and includes its Officers, Directors, employees and agents;

“Commercial” means lands, buildings or structures or any part thereof used, designed or intended to facilitate the buying or selling of commodities or services, including those that relate to self-service and other storage facilities, hotels, inns, motels and boarding, lodging, rooming houses and recreational lodging and all those that are non-residential in nature but excluded from all other types of non-residential land, structures and buildings otherwise defined herein;

“Cross-connection” means any actual or potential connection between the waterworks and any source of pollution, contamination, or other material or substance that could change the quality of the water in the waterworks. This includes any bypass, jumper connection, removable section of pipe, swivel or changeover device, and any other temporary or permanent connecting arrangement through which backflow can occur. Individual protection would be installed on fixtures or appliances that have the potential of contributing to a cross-connection;



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"CSA Standards" means the Canadian Standards Association B64.10-07/B64.10.1-07 "Selection and installation of backflow preventers/Maintenance and field testing of backflow preventers", or any successor thereof;

"Hazard" – shall be divided into three categories:

- a) **severe hazard** – any type of potential or actual cross-connection involving water that has additives or substances that under any concentration can create a danger to public health;
- b) **moderate hazard** – any connections involving water where the aesthetic qualities of water have been reduced and, under certain conditions, can create a danger to health;
- c) **minor Hazard** – any type of potential or actual cross-connection that involves a substance that does not have the ability to affect health but may be aesthetically objectionable in terms of taste, odour, and/or colour;

"Industrial" means lands, buildings or structures or any part thereof used, designed or intended for manufacturing, processing, fabricating, electricity generation, assembly of raw goods, warehousing or bulk storage of goods, and includes office uses and the sale of commodities to the general public where such uses are accessory to an industrial use, but does not include the sale of commodities to the general public through a warehouse club;

"Institutional" means lands, buildings or structures or any part thereof used by any non-profit organization, group or association for the promotion of charitable, educational or benevolent objectives, and includes post-secondary institutions, nursing homes and non-profit clubs;

"Owner" means a person who has any right, title, estate, or interest in a property, other than that of an occupant and, where that person is a corporation, shall include the officers, directors and shareholders of that corporation, and shall include any person with authority or power over or control of that property on the behalf of an owner. A developer is also included as an owner;

"Ontario Building Code" means the Ontario Regulation 332/12 or any successor thereof made under the Ontario Building Code Act;

"OWWA" means Ontario Water Works Association;

"Potable water" means water that is safe for human consumption as described by the Safe Drinking Water Act;



Management Directive

“Premise isolation” means that the backflow prevention device(s) are installed just within the facility on the service line connection of the potable water supply;

“Property” includes but is not limited to both public and private lands, a house, building, structure, lot or any part of a house, building, structure or lot within the City, and is adjacent to water and/or sewage works and may be entitled to a service connection;

“Qualified Person” refer to S.3.0;

“Residential” means lands, buildings or structures or any part thereof used, designed or intended to provide accommodation or quarters for living, sleeping, sanitary and culinary purposes, or otherwise to serve as a domestic residence;

“Test Report” means an inspection and testing report of backflow preventer containing the make, model, serial number, size, type, installation date, location and installation address and the test results;

“Test Tag” refer to S.2.2.6;

“Vacuum breaker” means a device that will prevent backflow when pressure in the system upstream of the device falls below atmospheric pressure. Air is only admitted downstream of the device.

Management Directive:

1.0 Water System Cross-Connection Control Program (CCCP)

The City is committed to the provision of safe reliable drinking water in accordance with all applicable standards, statutes and regulations, as amended or replaced from time to time. The prevention of cross-connections in all of the City of Kawartha Lakes drinking water systems is integral in the prevention of contamination of the drinking water supplied to residents. The City has implemented a Water System Cross-Connection Control Program to apply to all industrial, commercial and institutional (ICI) buildings in the City of Kawartha Lakes that are determined to have a moderate to severe risk of causing a backflow event including those owned by the City. This Program will ensure that the potential contamination of the City's potable water supply through cross-connections are identified and managed through the installation and maintenance of premise isolating Backflow Prevention Devices. Under the program, property owners are required to retain the services of a Qualified Person to perform a survey of their private water plumbing system in order to identify existing BPDs and to identify actual or potential cross-connections between potable



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water and non-potable sources. The cost of the survey, installation of any required BPD, testing of the device, and any plumbing system repairs or modifications required for compliance are the responsibility of the property owner.

2.0 Program Overview

Industrial, commercial, and institutional properties will be assessed and surveyed as part of this program. The program will be executed in a manner that will address properties with high/severe hazard uses first and then look at properties with medium hazard uses:

- 2.1. Once an ICI property has been identified as a severe or moderate hazard the City will send a letter to the owner of the property explaining that they have been identified as a potential hazard and will be required to hire a Qualified Person to perform a Survey to determine any potential or existing risks related to cross-connections and backflow. The owner will be given **30 days** to address the notification and submit the completed survey to the Water & Wastewater Division. If no response is received from the property owner within the initial **30 days** a second letter will be sent explaining the significance of compliance with the program. They will be given an additional **15 days** to complete the survey. If no response is received within the additional **15 day** time frame, a final letter will be sent to outline the enforcement action to be taken, which could potentially lead to their water being shut off and/or up to a \$100,000.00 fine as set out under S.26 of By-law to Regulate Water and Wastewater Services in the City of Kawartha Lakes, as amended.
- 2.2. Once the completed survey has been returned to the City, the hazards on the property in question will be rated based off of the recommendation of the Qualified Person and in accordance with the CSA Standard B64.10-07/B64.10.1-07. A letter will be mailed to the property owner explaining the hazards and the required Backflow Prevention Device(s) needed to comply with the Program. If all potential cross-connections on the property already have the required BPDs the letter will notify the owner as such with the reminder that the devices must be tested at least once a year. If the property is determined not to be in compliance the owner will be given **45 days** to comply with the requirements and ensure the required BPDs are installed correctly. If no response is received from the property owner within the initial **45 days** a second letter will be sent explaining the significance of compliance with the program.



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They will be given an additional **15 days** to complete the required work. If no response is received within the additional **15 day** time frame, a final letter will be sent to outline the enforcement action to be taken, which could potentially lead to their water being shut off and/or up to a \$100,000.00 fine as set out under S.26 of By-law to Regulate Water and Wastewater Services in the City of Kawartha Lakes, as amended.

Awareness is a key component of implementing a strong, effective cross-connection control program. The owners need to be made aware of the program and why it is so important. Program education initiatives will be delivered to inform owners of the dangers of backflow.

A survey of a residence will only be undertaken if there is a real or perceived higher than normal risk to the water utility from the residents.

3.0 Responsibilities

3.1. The City of Kawartha Lakes is responsible for the following:

- 3.1.1. The administration and enforcement of the City's Water System Cross-Connection Control Program Management Directive and affiliated documents such as "A By-law to Regulate Water and Wastewater Services in the City of Kawartha Lakes" and the associated Water System Cross-Connection Control Policy.
- 3.1.2. The City shall maintain a list of Qualified Persons
- 3.1.3. Creating, maintaining, and eliciting records from property owners and backflow prevention testers.
- 3.1.4. The maintenance and testing of BPDs at City operated Water & Wastewater facilities.
- 3.1.5. The promotion of the Water System Cross-Connection Control Program and fostering awareness of the program by educating owners about the risks and hazards associated with backflow contamination, particularly owners that require higher degrees of backflow prevention devices due to increased risk to the City's water supply.



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3.2. The owner is responsible for:

- 3.2.1. The owner or occupant of the property shall keep in good repair and be responsible for the maintenance and repair of the backflow prevention devices installed on water and fire protection service lines on their property.
- 3.2.2. Hiring a Certified BPD Tester, as per S. 3.0 (*Qualified Persons*), to install premise isolation, provide proof of premise isolation to the City, having the Tester to inspect the device(s) on an annual basis, and provide proof of BPD inspection to the City. If a device fails that owner is responsible for hiring a licensed plumber to repair the device.
- 3.2.3. Every owner of an ICI building or structure shall, every five (5) years or as otherwise required by the City, carry out a survey of each of their buildings and structures with respect to all existing cross-connections and all existing required backflow prevention devices. Every owner shall:
 - 3.2.3.1. Ensure that such survey is carried out on a Cross-Connection Survey Form by a person permitted to do so pursuant to the Authorized Functions List (Schedule A); and
 - 3.2.3.2. Ensure that the completed Cross-Connection Survey Form is provided to the City within thirty (30) days of the survey being conducted.
- 3.2.4. Ensuring that every water service connection and private fire service main on the applicable property/properties has a Backflow Prevention Device installed and maintained in good working order downstream of the water meter.
- 3.2.5. The ownership of Backflow Prevention Devices shall remain with the owner.
- 3.2.6. The owner shall be responsible for providing the necessary information, scheduling, and access for inspection to allow a determination of backflow potential and the appropriate cross-connection control measures. A tag or label must be securely attached to every assembly containing the following information:

Side A

Name of owner

Location of assembly

Side B

Test date

Tester initials



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Side A

Cross-connection protected
Type of assembly
Manufacturer
Serial #
Size

Side B

Certification #
Company tested by

It is the responsibility of the certified tester to ensure that this tag is fully completed after each test with a permanent waterproof pen. The tag must be completed and updated annually.

4.0 Qualified Persons

4.1. Qualified Persons are individuals whom meet the following requirements:

- The person is registered with the City's Water System Cross Connection Control Program;
- The person holds a valid and current Certificate of Achievement in Cross Connection Control endorsed by the Ontario Water Works Association (OWWA);
- The person is in possession of a current calibration certificate as required for the testing equipment to be employed;
- The person maintains commercial general liability insurance and;
- The person is authorized to perform the specified tasks as indicated in this Management Directive.

5.0 Qualification of Hazards

The City will identify facilities that potentially qualify and assign a preliminary risk rating based on CSA B.64.10-07, Clause 5.3.4. Owners of facilities will receive a letter notifying them of their risk rating and the requirement to hire an inspector/tester from the City's list of Qualified Persons. The Qualified Person shall inspect premises, complete survey form, and then submit the report to the City. The report from the Qualified Person shall indicate the appropriate Backflow Prevention Devices required for the facility to achieve premise isolation based of CSA standards. Following the initial survey completed by the Qualified Person, the risk rating for an ICI property may be altered. Although infrequent an ICI property can be designated as a Minor Hazard by the Qualified Person in which case they will be removed from the program, until such time as the uses changes at the facility.

A description of each category of hazard is included below:



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- 5.1. Minor Hazards - Buildings or facilities that shall be isolated from the potable water supply by a DuC backflow preventer include the following:
- Residential premises with access to an auxiliary water supply (not directly connected);
 - Residential premises serving fewer than four dwelling units with single water service
 - Any buildings with a minor hazard classification based on Qualified Persons recommendation
- 5.2. Moderate Hazards - Buildings or facilities that shall be isolated from the potable water supply by a DCVA backflow preventer include the following:
- Pleasure-boat marinas;
 - Apartment or office building;
 - Multi-service interconnected facilities;
 - Schools and colleges;
 - Multi-tenant single-service facilities;
 - Shopping malls.
- 5.3. Severe Hazards - Buildings or facilities that shall be isolated from the potable water supply by a RP backflow preventer include the following:
- Chemical or plating plants;
 - Commercial laundries;
 - Dockside facilities for ships;
 - Food and beverage processing plants;
 - Hospital, operating, laboratory, or mortuary facilities;
 - Petroleum processing and storage facilities;
 - Plants using radioactive material;
 - Premises where access is restricted;
 - Trackside facilities for trains;
 - Sewage treatment plants;
 - Steam plants.
- 5.4. In the event there is a change in ownership or a change in use or zoning of a building or premise, a new survey is required to determine whether:
- The premise isolation device continues to adequately address previously identified hazards; and/or
The device requires upgrade or change; and/or
 - The device may be removed if the results of the new survey, as reviewed and approved by the City, have identified the building or premises change has eliminated any potential hazard(s).



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6.0 Enforcement

- 6.1. The Director of Public Works has the authority under By-law to Regulate Water and Wastewater Services in the City of Kawartha Lakes to enforce compliance with the requirements of the program.
- 6.2. A municipal By-law Enforcement Officer is vested with the authority of enforcing provisions of this Management Directive, S. 26 of By-law to Regulate Water and Wastewater Services in the City of Kawartha Lakes, and the City's Water Systems Cross-Connection Control Policy.
- 6.3. No person shall hinder or obstruct, or attempt to hinder or obstruct, any Officer exercising a power or performing a duty related this Policy or the By-law. A person shall be deemed to have obstructed or hindered an Officer in the execution of their duties if he or she:
 - 6.3.1. Provides false information to an Officer; or
 - 6.3.2. Is alleged on probable grounds to have contravened any of the provisions of this Policy or affiliated documents.

7.0 Penalties

- 7.1. Every person who contravenes a provision of By-law to Regulate Water and Wastewater Services in City of Kawartha Lakes and by extension the Water System Cross-Connection Control Program shall be liable to a fine of not more than \$100,000.00.

8.0 Records Retention

The City's Water and Wastewater Division is responsible for the collection, retention and proper storage of all records and documents submitted in accordance with all applicable legislation and city by-laws.

9.0 References

AWWA Canadian Cross Connection Control Manual

City of Kawartha Lakes, By-law 2018-XXX, *"A By-law to Regulate Water and Wastewater Services in the City of Kawartha Lakes"* S. 17 and S. 26 (January 30, 2018)

Ontario Building Code, O.Reg 332/12



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CSA B64.10-07/B64.10.1-07: Selection and installation of backflow preventers/Maintenance and field testing of backflow preventers

Ministry of the Environment and Climate Change – *A Guide for Drinking Water System Owners Seeing to Undertake a Backflow Prevention Program* (Nov 2014 – PIBS #9676e)



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Appendix - Schedule A Authorized Functions List

Item	Function	Professional Engineer with Tester's Licence	Certified Engineering Technologist with Tester Licence	Licensed Master Plumber with Contractors and Tester Licence	³ Journeyman Plumber with Tester Licence	⁴ Apprentice Plumber with Tester Licence	Licensed Corporation Staff with Tester's Licence ¹	Fire System Sprinkler Fitter with Tester Licence	Lawn Irrigation System Installer with Tester's Licence
A	Perform Cross-Connection Survey	X	X	X	X		X		
B	Install, relocate, or replace backflow prevention device			X	X	X			
C	Repair of backflow prevention device	X	X	X	X	X	X		
D	Test backflow prevention device ²	X	X	X	X	X	X		
E	Item A, B, C and D above in relation to fire protection systems	X	X	X	X	X		X	
F	Item B, C, and D above in relation to lawn sprinkler systems	X	X	X	X	X			X

¹ Water distribution operator or in house maintenance staff are permitted to perform repairs if they have a tester's licence

² Anyone with a tester's licence as per CAN/CSA-B64.10, as amended, is permitted

³ Required to be employed by a Licensed Plumbing Contractor

⁴ Required to be employed by a Licensed Plumbing Contractor and under the direct supervision of a Journeyman Plumber



Management Directive

Revision History:

Proposed Date of Review:

Revision	Date	Description of changes	Requested By
0.0	[Date]	Initial Release	

The Corporation of the City of Kawartha Lakes

Council Report

Report Number WWW2018-002

Date: January 30, 2018
Time: 2:00 p.m.
Place: Council Chambers

Ward Community Identifier: Ward 13

Subject: Final Update on Fragmentation for Lakeview Water Co-op,
Thurstonia

Author Name and Title: David Kerr, Manager, Environmental Services

Recommendation(s):

That Report WWW2018-002, **Final Update on Fragmentation for Lakeview Water Co-op, Thurstonia**, be received; and

That Staff be directed to provide notification to residents regarding final fragmentation costs owed to the City and issue invoices in accordance with Council Resolution CR2017-422.

Department Head:_____

Financial/Legal/HR/Other:_____

Chief Administrative Officer:_____

Background:

At the Council Meeting of May 16, 2017, Council adopted the following resolution:

David Kerr, Manager Environmental Services
Update on Fragmentation for Lakeview Water Co-op, Thurstonia

CR2017-422

RESOLVED THAT Report WWW2017-004, **Update on Fragmentation for Lakeview Water Co-op, Thurstonia**, be received;

THAT upon completion of the Fragmentation of the Lakeview Water Co-op Drinking Water System, the City recovers the costs to fragment the water system from the members of the Co-op in accordance with By-law 2014-071 to a maximum of \$15,000.00 per property;

THAT the costs of the water system fragmentation project in excess of the contribution from Co-op members be approved and funded from the Water Infrastructure Reserve to an upset limit of \$150,000.00; and

THAT any additional costs required for any special measures to enter private property be recovered directly from the individual Co-op member responsible for the additional costs.

CARRIED

This report provides an update on addressing Council's direction as above and also provides a detailed description of the costs associated with fragmentation of the Lakeview Co-op to ensure compliance with MOECC's Notice of Intention to Issue a Section 114 Order under the Safe Drinking Water Act (SDWA).

Further background history on the Lakeview Water Co-op is included in the May 16, 2017 staff report (Appendix A).

Rationale:

This report's purpose is to notify Council that the Lakeview Water Co-op Fragmentation Plan has been carried out in full. A letter from the MOECC has been attached as Appendix B indicating that all requirements of the Section 114 Safe Drinking Water Act Notice of Intention to Issue Order have been met releasing the City from overseeing the Lakeview Water Co-op Drinking Water System.

Two new intake lines from Sturgeon Lake to the pump house have been connected. All Point of Entry (POE) water treatment units described in the Fragmentation Plan are installed correctly and able to meet MOECC Standards.

All residents have been disconnected from the pre-existing distribution system. The new Distribution Line #1 services numbers 5, 9, 11, and 13 McLernon Street. The new Distribution Line #2 services numbers 16, 19, 20, and 21 McLernon Street. Numbers 10 and 12 McLernon Street are not serviced by the new distribution systems, but instead by a jointly used private well located at 12 McLernon Street. Number 31 Birchcliffe Avenue, is serviced by an above-ground reservoir and not by the new distribution lines.

Other Alternatives Considered:

Staff has thoroughly explored a number of different options for the Co-op members over the last 5 years. The option selected was the overall lowest cost option when taking into consideration ongoing operational costs. The MOECC has also formally agreed with the chosen plan for system fragmentation (8 members on 2 separate distribution lines drawing water from Sturgeon Lake, 2 members sharing a drilled water well, and 1 member with an above ground storage tank).

Financial/Operation Impacts:

Details are provided below summarizing the costs associated with the Lakeview Water Co-op Fragmentation process:

Services Used	Annual Costs					Total Cost of Service
	2014	2015	2016	2017	2018	
Jackson's Water Conditioning	\$8,083.40	\$9,877.28	\$5,515.40	\$41,227.94		\$64,704.02
SGS Lab Services	\$134.33	\$92.67	\$61.06			\$288.06
Gowling's	\$2,712.92					\$2,712.92
Grace & Associates Inc.	\$13,820.23	\$20,920.13	\$4,095.84			\$38,836.20
Woodhead Enterprises		\$457.92				\$457.92
CKL Labour and Equipment	\$706.20	\$1197.46	\$2,837.64			\$4,741.30
Accurex			\$22,617.99			\$22,617.99
CC Underground				\$56,397.53	\$1,129.01	\$57,526.54
Jackett				\$952.48		\$952.48
Westburne				\$1,224.75		\$1,224.75

Services	Annual Costs					
Fenelon Ready-Mix Concrete				\$267.63		\$267.63
D.M. Wills				\$11,688.16		\$11,688.16
Electrical Safety Authority				\$123.13		\$123.13
Miscellaneous	\$250.22	\$48.85		\$72.95		\$372.02
Annual Total	\$25,707.30	\$32,594.31	\$35,127.93	\$111,954.57	\$1,129.01	
Grand Total						\$206,513.12

The final cost of the Lakeview Water Co-op Fragmentation Plan is under budget at \$206,513.12, compared to the original estimate of \$220,000. Council has previously agreed (May 16, 2017 Report – Appendix A) to split the costs with the residents 50/50, which makes the City responsible for \$103,256.56 and the Co-op responsible for \$103,256.56. Since not all of the 11 Co-op members fragmented in the same way, their relative costs to fragment are different from each other. A summarization of the fragmentation costs, excluding costs for special measures to obtain legal right of entry is identified in the table below:

Property Address	Cost Summary
5 McLernon St.	\$11,974.16
9 McLernon St.	\$11,974.16
10 McLernon St.	\$3,420.55
11 McLernon St.	\$11,974.16
12 McLernon St.	\$3,420.55
13 McLernon St.	\$11,974.16
16 McLernon St.	\$11,974.16
19 McLernon St.	\$11,974.16
20 McLernon St.	\$12,054.57
21 McLernon St.	\$12,154.29
31 Birchcliffe Ave.	\$361.64
Grand Total	\$103,256.56

The method for cost splitting takes into account that the two Co-op members at 10 and 12 McLernon Street drilled a water well to be shared between the two properties prior to the original Notice of Order being issued by the MOECC and have since installed POE treatment units. Therefore, costs associated with engineering and building the new distribution system are not applicable to these members since they had already arrived at and implemented a different solution for themselves. However, they will have to pay for their POE treatment unit costs, operation of their well system and relative consulting fees.

The portion of costs for the member at 31 Birchcliffe Avenue does not include fees related to the construction of the new distribution system as they chose to install an above ground storage tank capable of holding potable water that meets Ontario Regulation 169 standards. However, there are engineering costs that are applicable to them as the consultant's engineering assessment looked at the potential for tanks as a feasible alternative. They will also be required to pay for the cost associated with having a bulk water truck haul potable water to their storage tank on an ongoing basis.

The remaining 8 members have roughly the same costs as each other as they are all sharing the new distribution system equally. Numbers 20 and 21 McLernon Street's costs are slightly higher than the other 6 co-op members due to separate service calls associated with their POE system after installation.

The overall fragmentation costs are lower than the estimate provided in the May 16, 2017 staff report because after working with Parks Canada there will no longer be the need for the property owners to maintain a licence for the intakes and pumphouse. Also, C.C. Underground's actual costs were approximately \$12,500.00 lower than quoted to install the two distribution systems, lowering the costs even further.

In addition to the fragmentation costs, 9 McLernon and 11 McLernon will have additional costs for special measures to enter a private property. As mentioned in the Background section, Council resolved those costs be recovered directly from the individual Co-op member responsible for the costs. The City was forced to seek a judicial order from the Justice of the Peace in order to enter the homes of the above mentioned properties to install Point of Entry water treatment units due to their reluctance to cooperate with the City and its contractors. The total legal fees related to obtaining the right of entry is \$8064.34. Both 9 and 11 McLernon will each be responsible for an additional \$4032.17 on top of the fragmentation costs summarized above which represented their respective share of the legal fees. This added cost will bring both of their cost shares to be \$16,006.33.

In the May 16th, 2017 Council report, it was noted that easements would need to be created for each benefitting Co-op member connected to the new drinking water system. The easement would have identified each members' legal ownership and maintenance rights for the pumphouse and associated appurtenances located on or within City property. In consultation with Realty Services it was determined that the best and most cost effective solution for the Co-op members would be to enter into a licensing agreement between the City and each member, at no cost to the residents, to allow them access to the building and horizontal infrastructure.

As previously indicated in the Oct. 13, 2015 staff report, invoices will be provided to the Co-op members as per By-Law 2014-181, which authorizes the

undertaking of work on private residential property and provides a financing program for the Lakeview Water Co-op members.

Pursuant to By-Law 2014-071, unpaid invoices issued plus any administration fee charged by the City shall be added as fees and charges to the tax roll for the property and the City may collect them in the same manner as municipal taxes and all such fee and charges will have priority lien status.

Relationship of Recommendation(s) To The 2016-2019 Strategic Plan:

The report submitted to Council is consistent with the Council Adopted Strategic Plan in the following ways:

This report directly addresses “Goal 3 – A Healthy Environment; Objective 3.1: A healthier environment; Action 3.1.6: Protect & enhance water quality” of the Strategic Plan. The City staff is focused on ensuring the Lakeview Co-op members have a secure source of potable water that meets MOECC standards.

This report is also in line with the City’s values, specifically continuous improvement and excellence, as this amendment will aid in the improvement of the municipal drinking water system as well as provide excellent, efficient, and safe services for the public of Kawartha Lakes.

Consultations:

Supervisor, Water and Wastewater Operations
Realty Services
City Solicitor

Attachments:

Appendix A – Report WWW2017-004 Fragmentation Update for Lakeview Water Coop Thurstonia



Appendix A - Report
WWW2017-004 Fragn

Appendix B – Letter from MOECC indicating Lakeview Water Co-op Drinking Water System Fragmentation requirements have been fulfilled



Appendix B - Letter from MOECC indicating

Department Head E-Mail: brobinson@kawarthalakes.ca

Department Head: Bryan Robinson, Director of Public Works

The Corporation of the City of Kawartha Lakes

Council Report

Report Number WWW2017-004

Date: May 16, 2017

Time: 2:00 p.m.

Place: Council Chambers

Ward Community Identifier: Ward 13

Subject: Update on Fragmentation for Lakeview Water Co-op, Thurstonia

Author/Title: David Kerr, Manager, Environmental Services

Signature: 

Recommendation(s):

RESOLVED THAT Report WWW2017-004, **Update on Fragmentation for Lakeview Water Co-op, Thurstonia**, be received;

THAT upon completion of the Fragmentation of the Lakeview Water Co-op Drinking Water System, the city recovers the costs to fragment the water system from the members of the Co-op in accordance with By-law 2014-071 to a maximum of \$15,000 per property;

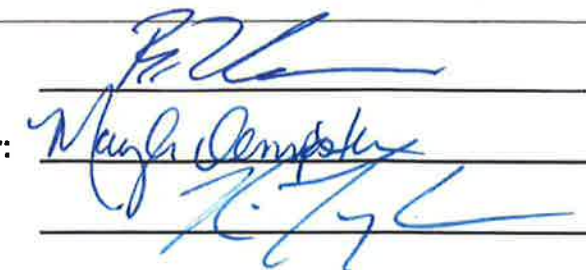
THAT the cost of the water system fragmentation project in excess of the contribution from Co-op members be received from the Water Infrastructure Reserve to an upset limit of \$150,000; and

THAT any additional costs required for any special measures to enter private property be recovered directly from the individual Co-op member responsible for the additional costs.

Department Head:

Corporate Services Director / Other:

Chief Administrative Officer:



Background:

At the Council Meeting of October 13, 2015, the following resolution was adopted:

Moved by Councillor Elmslie, seconded by Councillor Macklem,

RESOLVED THAT Report WWW2015-012, **Lakeview Water Co-Op Fragmentation Status Update and Next Steps**, be received;

THAT Section 5.01 of By-law 2014-071 be amended to read as follows to allow cost sharing:

5.01 The owner of each separately assessed parcel of land identified in the Notice shall be responsible to pay for costs incurred by the City in order to comply with the Notice that includes:

1. Required home water treatment system upgrades and installation costs
2. Their averaged share of the distribution network upgrades including new pump, intake and associated installation costs
3. Legal costs associated with the execution of any required easement, lease, licence

THAT the City be authorized to proceed with the recommended steps as outlined to fragment the Co-op in accordance with the MOECC;

THAT the City purchase and install the required water works in each of the cooperating residences and undertake the required upgrades to the main distribution system to split it into two separate systems with each system serving less than six (6) residences;

THAT the City pays for future system assessment, design, approvals, monitoring, maintenance and any other associated legal costs related to the system from the time of this report until fragmentation to an upset limit of \$20,000.00, above which the Co-op is responsible for; and

THAT the City executes an easement, lease, licence with the benefitting Co-Op members for assumption of the ownership and maintenance of the pump house and associated appurtenances.

CARRIED CR2015-1063

This report provides an update on addressing Council's direction as above and also provides a further recommended course of action for recovery of the costs associated with fragmentation of the Lakeview Co-op to ensure compliance with

MOECC's Notice of Intention to Issue a Section 114 Order under the Safe Drinking Water Act (SDWA).

Further background history on the Lakeview Water Co-op is included in the October 13, 2015 staff report (attached as Appendix A).

An update on the status of the work completed as per Council's direction and the plan for cost recovery to the City are included in the following rationale section:

Rationale:

In complying with the MOECC and Council's direction, the following is a point form status of work completed to date and work still to be completed:

Work Completed

- Point of Entry (POE) Water Treatment systems have been installed in the homes of eight (8) of the eleven(11) Co-op members
- The majority of verification sampling has been completed by Jackson's water conditioning and has confirmed that the POE systems are functioning well and meeting MOECC standards for Safe Drinking Water.
- One of the Co-op members has installed an above ground water storage system which is to be filled with hauled municipally treated water as needed at the owner's expense
- Upon request from the City, the MOECC has revised the timelines for the City to complete the fragmentation of the Lakeview Co-op by June 30, 2017. These timelines are included in the Amendment to Section 114 Notice and attached in Appendix B.
- The new pumps and intakes were installed in Sturgeon Lake and connected and heat traced to the pump house. The Trent Severn Water way (TSW) provided approval for these pumps and lines in the Lake.
- A contract for the installation of the two new distribution systems for eight (8) of the Co-op members has been awarded to CC Underground
- A contract for site administration of the above construction work has been awarded to DM Wills
- The City continues to retain Jackson Water Conditioning Ltd. as the operating authority for the Lakeview water system to provide the required monitoring, maintenance and emergency response as specified under the SDWA

Work to be completed

- The City is currently seeking a judicial order from the Justice of the Peace to install POE treatment within the homes of two (2) Co-op members and to connect the members up to the new systems. These owners have been reluctant to cooperate and allow the City and its contractors authorization for entry to do this work

- All construction works in connection with the distribution lines are to be completed before June 30, 2017. The tender was awarded to CC Underground for completion of this work in the amount of \$64,328.00 (plus HST) to meet the required timelines
- Written confirmation must be provided to MOECC that all Co-op members are provided with a secure source of potable water by Sept. 30, 2017
- Easements, leases and licences with the benefitting Co-Op members for assumption of the ownership and maintenance of the pump house and associated appurtenances need to be executed
- Financial arrangements need to be made with each of the individual Co-op members for recovery of costs for the proportion of work the city has paid in order to fragment them from the system

In the meantime it is important to inform Council that the budgeted costs for this work continue to be in line with the original estimates given in the October 13, 2015 staff report with the following discrepancies.

The original estimate given in the Oct. 13, 2015 staff report indicated that the total cost to fragment the system is approximately \$220,000 of which it was proposed that the members share half the cost or approximately \$110,000. The original estimate was conservative and included committed costs as opposed to actual costs. After a closer review of the costs it was determined that from February 19, 2014 to Oct 13, 2015 approximately \$46,000 was spent on this project. This is lower than the estimated amount of \$90,000 as staff were able to amend the approved MOECC plans and lower the spend amount.

From Feb 19, 2014 to April 30, 2017 the total amount spent on the project is approximately \$118,500. The additional future committed costs are approximately \$83,500 and these include construction of the distribution system, contract admin. and the additional POE treatment units. In summary, costs spent plus committed costs from Feb 19, 2014 to April 30, 2017 total approximately \$202,000. After April 30, 2017 there will be additional costs for preparation of legal agreements and licenses as well as miscellaneous items. These costs are anticipated to be in the range of \$20,000 and when taken into consideration the total will be close to the original estimate of \$220,000. Staff will provide council with an update of the actual costs after completion of the fragmentation. Further details on the contribution of costs per Co-op member and cost recovery are provided in the financial section of this report.

Other Alternatives Considered:

Staff has looked at a number of different options for the Co-op members over the last 5 years and the selected options for each member are the overall lowest cost options when taking into consideration ongoing operational costs. As the MOECC has formally agreed with the current option for fragmentation (8

members on 2 separate distribution lines drawing water from Sturgeon Lake, 2 members sharing a well and 1 member with a storage tank) there is little flexibility in changing the options at this point without exposing the City to the liability of non-compliance with the MOECC and potential orders. The Staff recommendation in this report requests a cap on the cost recovery from the cooperating members of the Co-op. Should the City select an alternative to granting a cap that potentially exposes the members to additional financial obligations and uncertainty there would likely be further non-cooperation. In this event fragmentation would likely be further delayed through legal or other process. This may cause the MOECC to potentially intervene with orders and potential fines to the municipality for not meeting set timelines for fragmentation. If this occurs, it would likely cause additional costs to the municipality that would far exceed the cost of limiting the financial liability to \$15,000 per member.

Financial Considerations:

With respect to the agreed upon cost sharing arrangement between the City and the members of the Co-op as per the October 13, 2015 staff report, further details are provided below on proportioning of those costs.

Proposed model for Cost splitting between Co-op members

Based on the proposed 50:50 split cost sharing between the City and the Co-op an estimated \$110,000 would remain each party's contribution. This was the model proposed in the October 13, 2015 staff report.

Since not all of the 11 Co-op members are fragmenting in the same way, their relative costs to fragment are different from each other and as a result the cost splitting model for each member needs to be fair and reflect these differences.

The proposed method for cost splitting takes into account that 2 of the members had drilled a well to be shared prior to the original Notice of Order being issued by the MOECC and had since installed POE treatment units. Therefore costs for engineering and building the new distribution system are not applicable to these members since they had already arrived and implemented a different solution for themselves. However they would have to pay for their POE treatment unit costs, operation of their well system and relative consulting fees.

Also the cost to the member that constructed an above ground water storage tank should not include costs for construction of the new distribution system. However there would be some engineering costs that they would need to incur since the consulting engineering assessment looked at the potential for storage tanks as a feasible alternative.

The remaining 8 members would have roughly the same costs as each other as they would all be on a new distribution system. These 8 members would share in the legal costs for easement and licenses for the pump house and intakes. To

date, 2 of these 8 members have not cooperated with the city. If warrants are required to obtain entry to these homes to install this required POE equipment and police escorts are needed then these additional costs would be charged to those members. The actual costs for each property will be calculated and provided to the individual owners upon completion and acceptance of fragmentation by the MOECC.

It is possible that the costs may exceed this estimate depending on how the construction project progresses as well as legal and regulatory requirements. However it is not expected that these costs would exceed \$15,000 per member.

We have indicated to the members of the Co-op through discussion and sharing the Oct. 13, 2015 staff report with them that their costs would be approximately \$12,000. Although the actual costs may be slightly lower or above our estimates we recommend that in the spirit of obtaining cooperation with the members and recognizing that their costs are also significant to them it would be a gesture of good faith to limit their financial contribution to a cap of \$15,000 provided they show cooperation.

As previously indicated in the Oct. 13, 2015 staff report invoices will be provided to Co-op members upon completion of the new system as per By-Law 2014-181 which authorizes the undertaking of work on private residential property and provides a financing program for the Lakeview Water Co-op.

Pursuant to By-Law 2014-071, unpaid invoices issued plus any administration fee charged by the city shall be added as fees and charges to the tax roll for the property and the city may collect them in the same manner as municipal taxes and all such fees and charges will have priority lien status.

Relationship of Recommendation(s) To the 2016-2019 Strategic Plan:

The implementation of the recommendation in this report would align with Council's Adopted Strategic Plan and Goal 3 – "A Healthy Environment". Under this goal one of the Strategic priorities is to "Protect and Enhance Water Quality". The staff's recommendations are focused on ensuring the Co-op members safe and clean drinking water that meets MOECC standards.

Review of Accessibility Implications of Any Development or Policy:

Not applicable

Servicing Comments:

This report addresses servicing required to fragment the Lakeview Co-op

Consultations:

Bryan Robinson Director of Public Works
Amber Hayter, Supervisor, Water and Wastewater
Robyn Carlson, City Solicitor
Christine Norris, Manager, Taxation/Revenue
Mary-Anne Dempster, Director of Corporate Services

Attachments:

Appendix A-Staff report on Lakeview Fragmentation, dated Oct 13, 2015



Appendix A-Staff
Report Lakeview Frag

Appendix B – MOECC Amendment to Section 114



Appendix B-Amend
Section 114

Phone:

E-Mail: dkerr@city.kawarthalakes.on.ca

Department Head: Bryan Robinson, Director of Public Works

Department File:

Appendix # A

to

Report # WWW2017-004

10.4.7

The Corporation of the City of Kawartha Lakes

Council Report

Report Number WWW2015-012

Date: October 13, 2015

Time: 1:00 p.m.

Place: Council Chambers

Ward Community Identifier: 13

Subject: Lakeview Water Co-op Fragmentation status update, next steps and proposed by-law amendment for cost sharing purposes

Author/Title: David Kerr,
Mgr., Environmental Services

Signature:



Recommendation(s):

RESOLVED THAT Confidential Report WWW-2015-012, "Lakeview Water Co-op Fragmentation status update and next steps" be received;

RESOLVED THAT Section 5.01 of By-Law 2014-071 be amended to read as follows to allow cost sharing:

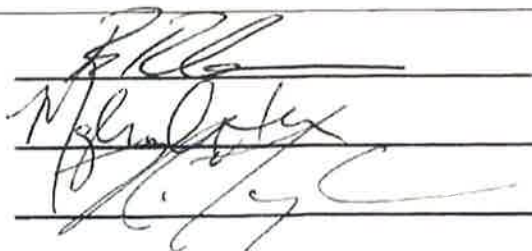
5.01 The owner of each separately assessed parcel of land identified in the Notice shall be responsible to pay for costs incurred by the City in order to comply with the Notice that include:

1. Required home water treatment system upgrades and installation costs
2. Their averaged share of the distribution network upgrades including new pump, intake and associated installation costs

Department Head:

Corporate Services Director / Other:

Chief Administrative Officer:



3. Legal costs associated with the execution of any required
easement/lease/license

THAT the City be authorized to proceed with the recommended steps as outlined to fragment the Co-op in accordance with the MOECC;

THAT the City purchase and install the required water works in each of the cooperating residences and undertake the required upgrades to the main distribution system to split it into two separate systems with each system serving less than six(6) residences;

THAT the City pays for future system assessment, design, approvals, monitoring, maintenance and any other associated legal costs related to the system from the time of this report until fragmentation to an upset limit of \$20,000, above which the Co-op is responsible for; and

THAT the City executes an easement/lease/license with the benefitting Co-op members for assumption of the ownership and maintenance of the pump house and associated appurtenances.

Background:

The Lakeview Co-op is located in Greenhurst Park, Thurstonia (area of Dunsford). Within the park, the co-op members reside on portions of McLernon St. and Birchcliffe Ave.

As background, the Co-op has been operating with eleven (11) members; each with a separate residence connection sharing the same raw water drinking source from Sturgeon Lake since 1992. A water distribution system with more than five (5) service connections falls under the requirements of the Safe Drinking Water Act, 2002 enforced by the MOECC.

In 2008, two (2) of the members chose to disconnect on their own and are serviced by a shared well leaving 9 residences on the system. At the time, the Ministry of the Environment and Climate Change (MOECC) was in discussion with the two owners that removed themselves from the Co-op and had provided direction to the 2 owners on how to properly disconnect from the system. More recently the MOECC had indicated that these two owners, although sharing a different water supply from the other nine (9) members, are still part of the Co-op system. The City has been in discussions with the MOECC regarding formally removing these two (2) owners from the Co-op and a final decision from MOECC is pending.

As further background, the Haliburton Kawartha Pine Ridge District Health Unit issued a Boil Water Advisory to the Co-op's water supply system in 2004 (which continues to be in place today).

In 2008, MOECC ordered each of the Co-op members to upgrade their system to a municipal standard and to be in compliance with the Safe Drinking Water Act. The residents failed to comply with the MOECC order.

The City was issued a Section 114 Notice under the Safe Drinking Water Act, by the Ministry of the Environment and Climate Change (MOECC) on February 18, 2014. The purpose of the notice was to direct the City to immediately take charge of the Lakeview Co-op's communal drinking water system and take measures to ensure it was operating in accordance with MOECC's legislation for municipal drinking water. Specifically the MOECC cited that there was a lack of sample analysis, no oversight of the system by a licensed operator and the system was not able to meet the minimum level of treatment under the Safe Drinking Water Act. Therefore it was MOECC's opinion that continued use of the system would result in a "Drinking Water Health Hazard".

After receiving the MOECC order, the members, indicated they did not have the financial and technical ability to meet MOECC's new municipal standard. In response, the MOECC requested that the City work with the Co-op members to come up with a solution to help the members comply with the legislation. Following this MOECC direction, the City tried to work with the members and gain a consensus for a preferred solution that would bring them into compliance with the Act.

Numerous correspondence and meetings with the owners and the City and MOECC were held and some of the options that were discussed were drilling individual and communal wells, installing cisterns and doing pilot studies to support improved home water treatment equipment. Unfortunately none of these options received consensus from the majority of the members and as a result were never implemented leaving the Co-op in a position of non-compliance with MOECC.

Recognizing the continued non-compliance issue, the MOECC invoked their powers under the Safe Drinking Water Act (through their February 18, 2014 Section 114 notice to the City) to ensure the system was operating at a municipal standard. Through the notice, the MOECC required the City to take operational ownership of the system. The MOECC deemed the City to have the ability to upgrade and properly operate the system.

Specifically the MOECC had requested that the City:

- Provide an alternate supply of drinking water to the residents in the interim until a final solution is in place
- Provide a plan which reviews options to comply with the order and,
- Take steps to operate maintain and repair the system

And to the Co-op members, the MOECC required that they:

- Relinquish control of the system to the City, and
- Provide the Section 114 notice to any party interested in information about the system

In order to meet the Section 114 notice requirements as outlined above, the City retained the services of Grace and Associates, a local consulting firm experienced in design and construction of water treatment systems.

After evaluation of all the different options and in consultation with the City, MOECC, the Health Unit and members of the Co-op, Grace and Associates concluded that the most cost effective and feasible option was to fragment the drinking water system.

Fragmentation of a drinking water system involves splitting a system into individual systems or systems servicing less than six (6) residences. A fragmented system servicing less than six (6) residences is not considered a

municipal system under the oversight of MOECC and therefore the City would not be responsible for the cost of operating and maintaining it in the long term.

Fragmentation is a favourable option since the alternative would be for the City to take long-term ownership of the system which is costly and a heavy burden to the City's user rate. In essence other users and communities within the City would need to subsidize the ongoing operation of the Lakeview system if the City were to take it over.

Although fragmentation is the most feasible option there are initial costs associated with it. Those costs are as follows :

- Upgrading the treatment system(s) so that it is proven to meet a municipal standard
- Retaining a licensed operator and undertaking required sampling and monitoring to confirm the system is safe
- Incurring legal costs to create agreements between the City and the owners that allow the owners to take responsibility for the system.

After discussion with the Co-op members, fragmentation was also their preferred solution since the members had never intended the system to be a municipally run drinking water system.

Also the MOECC indicated fragmentation was a viable option provided it was done in accordance with a plan or proposal prepared by a qualified professional engineer (Thomas Grace and Associates provides this service on behalf of the City).

Having now agreed with the regulatory agencies (MOECC and Health Unit) and the Co-op members that fragmentation was the best way to proceed the next step for the City was to determine how best to fragment the systems. The following outlines the preferred method for fragmentation and reasons therein.

Rationale:

A number of different fragmentation options were reviewed that involved one or combination of elements such as:

- constructing individual above ground storage tanks
- constructing individual below ground storage tanks
- connecting individual surface water intakes to individual homes and providing home water treatment systems
- splitting the existing distribution system into multiple systems
- constructing individual wells

- demolishing the existing pump house on City property
- building new pump house(s) at different locations on private property

Through detailed review the most feasible and also lowest cost option to both the City and the Co-op members was a system which involved utilizing the existing pump house but equipping it with two pumps, each with their own respective intake out of the one pump house. One pump would service four (4) homes and the other pump would service five (5) homes. Each home would need to have its own water treatment system capable of meeting MOECC's standard under the Safe Drinking Water Act.

The City will ensure that the benefitting owners of the co-op remain responsible for the maintenance of the pumps, structure and assume responsibility regarding any winter hazards accessing the pump station. In order to ensure these are in place the City and Co-op would execute an easement/lease/ license stipulating these requirements. In addition the Co-op will be responsible to carry the appropriate insurance (the city will continue to carry some insurance on the structure in case of default).

In addition the current distribution system would need to be altered to allow this servicing and splitting of the water line.

The majority of the Co-op members are in agreement with this approach since it offers:

- an improved and safe drinking water system for the betterment of their health and welfare
- it is the most cost effective alternative for them
- it creates the least amount of alteration/ potential damage to their property thereby maintaining or improving the value of their property

Staff believes this is the best option because it is the most cost effective alternative and also supported in principle by both the Health Unit and MOECC.

However many of the Co-op members continue to feel that they should not have to pay for this solution nor do they have the money to pay for this work.

Although the City did pass a by-law (By-Law 2014-071) attached as Appendix A, that allows the cost to construct the preferred solution to be fully recovered from the Co-op residents, Staff's opinion is that a cost sharing or partnership arrangement with the Co-op members which ensures "buy-in" from the Co-op is the best way to implement the preferred alternative.

If buy-in with the Co-op members does not occur the following issues would likely arise causing negative publicity to the City:

- Potential ill-will from Co-op members
- The members may be less likely to voluntarily pay the required costs through property taxes
- Strained relations between the City and the Co-op members Negative press and attention to the City

The cost implications of the City to operate and maintain the current system would likely be in the range of \$50,000 to \$100,000 per year based on current costs to operate small residential systems within the City. The City has already spent close to \$90,000 in labour and expenses for monitoring, maintenance and studies. In addition, fines and charges levied to the City under the Safe Drinking Water Act are steep and could exceed \$50,000 per occurrence per day every day that non-compliance continues (for serious offences that could result in a health hazard, corporations can actually be fined up to \$10,000,000 per subsequent occurrences).

The estimated total additional cost to fragment the existing system is \$110,000 to the Co-op members and \$20,000 to the City. Staff proposes to limit future exposed financial liability to an additional \$20,000, making the total City contribution approximately \$110,000. All costs above this amount would be the responsibility of the Co-op members. This would result in a 50% share in total cost should the estimated cost of \$110,000 to the Co-op member be accurate. Recognizing this is an estimate, the actual costs to the Co-op members may vary slightly from the estimate provided above.

Considering all these factors, staff's recommendation is that a cost sharing arrangement and collaborative approach with the Co-op is the best way to proceed. From a public perception perspective it shows good will and an effort to partner and collaborate with citizens. Although there is a possibility that a minority of the co-op members may not entirely agree with this approach the majority likely will because it will allow them to:

- Be taken off a boil water advisory, MOECC notice and the threat of unknown further legal action from the MOECC or City
- improve the value of their property with tangible assets (new working water treatment equipment and improved distribution system) with the capability to **safely treat the water to Drinking Water Standards**
- finally come up with a solution to an issue which has been ongoing for over 10 years

The financial implications of a cost sharing agreement are detailed in the section entitled "Financial Implications":

Co-op member(s) who do not cooperate:

If there isn't consent with an owner to implement this preferred solution the City will have no option but to terminate the provision of water to the co-op member residence. The MOECC and Health Unit are aware of this possibility and acknowledge the City's approach in this matter. In this event, the member may purchase bottled water from the City upon request and for a fee.

Scheduling

The timing of the work would be November to December 2015 with final approval for fragmentation from the MOECC in early 2016. A public meeting will be held in mid to late October 2015 for members and City staff to discuss implementation details.

Other Alternatives Considered:

The City has reviewed various alternatives with the Co-op members over the last five (5) years and selected the preferred option based on lowest cost, ease of approvability, ease of implementation, least disruption to the Co-op members' properties and the highest general consensus with Co-op members.

The other fragmentation alternatives reviewed included reviewing the feasibility of individual above ground storage tanks, below ground storage tanks, drilling wells, changing the pump house location, providing a centralized municipal water treatment plant and running a pipeline from the nearest large municipal water facility such as Bobcaygeon or Southview Estates.

All of the investigations into alternative solutions to date have been funded by the City. The other alternatives that were considered were cost prohibitive) and not affordable to the Co-op members (i.e. pipeline from another municipal system or creation of a treatment plant at the site etc.) or disruptive to the property itself (i.e. above and below ground storage tanks).

Currently, By-Law 2014-071 enables the City to recover all costs related to the Lakeview Co-op water system. Although Staff are recommending an amendment to the By-Law, Council may choose to not amend the By-Law and recover all costs related to the Co-op. Should Council choose this alternative, the alternate Resolutions would be:

“RESOLVED THAT the City be authorized to proceed with the recommended steps as outlined to fragment the Co-op in accordance with the MOECC;

THAT the City purchase and install the required water works in each of the cooperating residences and undertake the required upgrades to the main distribution system to split it into two separate systems with each system serving less than six(6) residences;

THAT the City recovers costs related to this work in accordance with By-Law 2014-071; and

THAT the City executes an easement/lease/license with the benefitting Co-op members for assumption of the ownership and maintenance of the pump house and associated appurtenances.”

Financial Considerations:

Staff's recommendation is that a cost sharing arrangement and collaborative approach with the Co-op is the best way to proceed for implementation of the preferred option. The cost sharing agreement proposed would have the City cover previous legal, contracted work and staff time plus associated expenses incurred since Feb 19, 2014 totalling to date of approximately \$90,000. It is estimated that \$110,000 will need to be incurred by the Co-op members to complete fragmentation by late 2015 to early 2016.

The total City contribution is anticipated to be \$110,000 with consideration of costs already incurred.

The Co-op members would pay for individual home water treatment systems and installation (est. \$5,000 per home totalling \$45,000), new distribution upgrades (est. \$30,000), a second pump and intake and installation (est. \$25,000) and any other ancillary costs related to fragmentation construction. In addition the Co-op members would be responsible for legal costs associated with the preparation of the easement/lease/ license. We have estimated this cost to be approximately \$10,000. Thus, the total Co-op contribution would be approximately \$110,000 or \$12,000/Co-op member. Costs will be allocated to a cost recovery account and addressed in accordance with the By-Law. Any costs borne by the City will be charged to the User Rate operating budget.

Staff proposes to limit future exposed financial liability to an additional \$20,000, making the total City contribution approximately \$110,000. All costs above this amount would be the responsibility of the Co-op members. This would result in an estimated 50% share in total cost should the estimated cost of \$110,000 to the Co-op member be accurate. Recognizing this is an estimate, the actual costs to the Co-op members may vary slightly from the estimate provided above.

Payment

Invoices will be provided to Co-op members upon completion of the new system as per By-Law 2014-181 and attached as Appendix B which authorizes the undertaking of work on private residential property and provides a financing program for the Lakeview Water Co-op.

Pursuant to By-Law 2014-071, unpaid invoices issued, plus any administration fee charged by the City shall be added as fees and charges to the tax roll for the

property and the City may collect them in the same manner as municipal taxes and all such fees and charges will have priority lien status.

Relationship of Recommendation(s) To Strategy Map:

The implementation of the recommendation in this report would align with strategic priority on "Creating Connections" within the community with focus on infrastructure and relationship building with the members of the Lakeview Co-op

Review of Accessibility Implications of Any Development or Policy:

There are no Accessibility Implications from the direction of this report.

Servicing Comments:

This report addresses servicing requirements of the Lakeview / Thurstonia

Consultations:

Bryan Robinson, Director of Public Works (Acting)
Robyn Carlson, City Solicitor
Christine Norris, Manager, Taxation / Revenue
Mary-Anne Dempster, Director of Corporate Services

Attachments:

Appendix A – By-Law 2014-071 – "A By-law to Establish and Require Payment to Recover Costs Expended on Behalf of the Lakeview Water Co-operative"



Appendix A to
Report WWW2015-0:

Appendix B – By-Law 2014-181 – "A By-law to Authorize the Undertaking of Work on Private Residential Property and Providing a Financing Program for the Lakeview Water Co-op Drinking Water System as Local Improvements in the City of Kawartha Lakes"



Appendix B to
Report WWW2015-0:

Appendix C – Notice of Intention to Issue Order, February 18, 2014, issued by the Ministry of the Environment and Climate Change pursuant to s.114 of the *Safe Drinking Water Act, 2002*.



Appendix C to
Report WWW2015-0:

Phone: 705-324-9411 ex 1125

E-Mail: dkerr@city.kawarthalakes.on.ca

Department Head: Bryan Robinson, Director of Public Works (Acting)

Department File:

Appendix # A

to

Report # WW2015-012

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

BY-LAW 2014-071

**A BY-LAW TO ESTABLISH AND REQUIRE PAYMENT TO RECOVER COSTS
EXPENDED ON BEHALF OF THE LAKEVIEW WATER COOPERATIVE**

Recitals

1. The Council of the Corporation of the City of Kawartha Lakes may pass by-laws establishing and requiring the payment of fees and charges for services or activities provided or done by or on behalf of the City and for the use of City property.
2. Section 391 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, and various other provisions of the Act and by various other statutes authorize imposing such fees.
3. Section 398(2) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, authorizes a municipality to add fees and charges to the tax roll for the property and collect them in the same manner as municipal taxes.
4. O. Reg 581/06, as amended, authorizes fees and charges that are imposed by a municipality for the supply of water to be added to the tax roll under subsection 398(2) and to have priority lien status.
5. This by-law applies only to The Lakeview Water Cooperative, a private water system located in the former Township of Verulam, City of Kawartha Lakes.
6. On February 18, 2014, the City of Kawartha Lakes received a Notice of Intention to Issue Order pursuant to Section 114, Safe Drinking Water Act, from the Ministry of the Environment to oversee the establishment or alteration of one or more non-municipal drinking water systems to serve the residents connected to the Lakeview Water Cooperative.
7. The *Municipal Act, 2001*, S.O. 2001, c.25 allows municipalities to pass by-laws permitting the setting of fees and charges related to the supply of water services to the public.
8. The *Municipal Act, 2001*, S.O. 2001, c.25, allows a municipality to have reasonable access to buildings and land supplied by the municipality with a water system in order to maintain the water system.
9. This by-law is required to allow the City of Kawartha Lakes to recover its costs incurred to comply with the Ministry of the Environment Notice of Intention to Issue Order, dated February 18, 2014.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2014-071.

Section 1.00: Definitions and Interpretation

1.01 Definitions: In this by-law:

"Applicant" means the owner of the premises for which water or sewage works are being sought or the authorized agent of the owner;

"City", "City of Kawartha Lakes" or "Kawartha Lakes" means The Corporation of the City of Kawartha Lakes.

"Council" means the municipal council for the Corporation of the City of Kawartha Lakes.

"Director of Public Works" means the person who holds that position and her or his delegate(s) or, in the event of organizational changes, another person designated by Council;

"Manager of Revenue and Taxation" means the City person who holds that position and his or her delegate(s) or, in the event of organizational changes, another person designated by Council.

"Municipal Law Enforcement Officer" means a peace officer appointed by Council pursuant to section 15 of the *Police Services Act*, R.S.O. 1990, c. P.15, for the purpose of enforcing municipal By-Laws.

"Notice" means Notice of Intention to Issue Order, February 18, 2014 issued by the Ministry of Environment pursuant to Section 114 of the *Safe Drinking Water Act*, 2002.

"Other Charges" means those charges for the provision of water, and includes charges related to repairs, installations, services rendered, or other expenses, exclusive of charges included in water rates, and frontage charges, payable by the consumer as provided for in this By-Law or as directed by City Council;

"Owner" means a person who has any right, title, estate, or interest in a property, other than that of only an occupant and, where that person is a corporation, shall include the officers, directors and shareholders of that corporation, and shall include a developer of property and any person with authority or power over or control of that property on the behalf of an owner.

"Person" means a natural person, an association, a partnership or a corporation and the heirs, executors, administrators or other legal representatives of a person to whom the context can apply according to law.

"Potable Water" means drinking water intended for human consumption or water that meets or exceeds the requirements of the prescribed drinking water quality standards supplied by the City.

"Premises" means any house, tenement, building, lot, or part of a lot, or both, in, through, or past which service pipes run.

"Private Water Service Pipe" means the pipe, fittings and appurtenances which convey water from the property line to the point where the pipe and fittings connected to the water service enters a building or structure.

"Private Water System" means an assembly of pipes, fittings, valves and appurtenances that convey water from the Private Water Service Pipe to water supply outlets, fixtures, plumbing appliances, devices, and appurtenances and all other points downstream of the point where the private water service pipe enters a building or structure.

"Property" includes but is not limited to both public and private lands, a house, building, structure, lot or any part of a house, building, structure or lot being served by the water system servicing the Lakeview Water Cooperative and identified in the Notice.

"Service Pipe" means the pipe, fittings and appurtenances which convey water from the water source to the property line where the private water service pipe and fittings connect to the water supply.

"The Lakeview Water Cooperative" means a water system currently serving nine (9) Properties with two (2) disconnected Properties located in the former Township of Verulam, City of Kawartha Lakes, identified as Roll Numbers 1651026011083010000, 1651026011092100000; 1651026011087000000; 1651026011086000000; 1651026011085000000; 1651026011089000000; 1651026011074000000; 1651026011076000000; 1651026011047000000; 1651026011079000000, 1651026011078000000; 1651026011114000000.

"Water" means any potable or non potable water from a surface or groundwater source.

1.02 Interpretation Rules:

- (a) Wherever this By-law refers to a person or thing with reference to gender or the gender neutral, the intention is to read the By-law with the gender applicable to the circumstances.
 - (b) References to items in the plural include the singular, as applicable.
 - (c) The word "include" is not to be read as limiting the phrases or descriptions that precede it.
 - (d) The Schedules attached to this by-law form part of the by-law, and are enforceable as such.
- 1.03 **Statutes:** References to laws in this by-law are meant to refer to the statutes, as amended from time to time that are applicable within the Province of Ontario.
- 1.04 **Severability:** If a court or tribunal of competent jurisdiction declares any portion of this by-law to be illegal or unenforceable, that portion of this by-law shall be considered to be severed from the balance of the by-law, which shall continue to operate in full force and effect.

Section 2.00: Lakeview Water Cooperative - Compliance

- 2.01 The Director of Public Works shall oversee compliance with the Notice for the Lakeview Water Cooperative water system. This involves assumption of the water system to the property line for each Property serviced. Each Owner remains solely responsible for the Private Water System.
- 2.02 The Director of Public Works shall take all remedial measures as deemed necessary to protect public health, which may include limiting or stopping the supply of Water to any or all of the Properties (understanding that a boiled water advisory is in place) and restricting the use of water for any specific purpose.
- 2.03 The Director of Public Works shall expend money and employ workers as needed to comply with the Notice.
- 2.04 The Director of Public Works shall report regularly to Council on the progress of ensuring compliance with the Notice.

Section 3.00: Use and Receipt of Water

- 3.01 No Owner or occupant of Property or any adjacent or neighbouring properties shall obtain Water without paying the applicable charges, fees or rates except with the prior written approval of the City, authorized Kawartha Lakes Fire Services personnel or other City personnel acting in the course of their duties.
- 3.02 The City does not guarantee any pre-determined water pressure or flow to any Property, or guarantee that the Water supplied to a Property will be free of colour or turbidity at all times.

Section 4.00: Access to Property and Inspection

- 4.01 Notwithstanding any other provision in this By-Law, an employee, officer or agent of the City may enter on a Property at any reasonable time for the purpose of carrying out an inspection to determine compliance with this By-Law or an order or direction issued in accordance with this By-Law.
- 4.02 No person shall deny access to the City to a Property where that Person has been given reasonable notice by the City, as the case may be, of the intent to exercise a power of entry in accordance with the *Municipal Act, 2001*.
- 4.03 The City may, in accordance with the requirements of this By-Law, enter upon a Property to which Water is supplied by the City:
- i) To inspect, repair, alter or disconnect the private service pipes or wire, machinery, equipment and other works used to supply Water;
 - ii) To read, inspect, install, repair, replace, maintain or alter a water meter;

- iii) To inspect a backflow prevention device;
 - iv) To determine whether water has been, or is being, unlawfully used or
 - v) To shut off or reduce the supply of Water.
- 4.04 If an Owner or occupier discontinues the use of Water at a Property or the City lawfully decides to cease supplying Water to a Property, the City may enter on the Property:
- i) To shut off the supply of Water;
 - ii) To remove any property of the City from the Property; or
 - iii) To determine whether Water has been, or is being, unlawfully used.
- 4.05 For the purposes of any inspection, the City may:
- i) Require the production for inspection of documents or things relevant to the inspection;
 - ii) Inspect and remove documents or things relevant to the inspection for the purpose of making copies or extracts;
 - iii) Require information from any person concerning a matter related to the inspection; and
 - iv) Alone or in conjunction with a person possessing special or expert knowledge, make examinations or take tests, samples or photographs necessary for the purposes of the inspection.
- 4.06 No person shall fail or refuse to comply with a request by the City to produce for inspection any document or thing or information relevant to the inspection carried out by the City in accordance with this Section 4.00.
- 4.07 No person shall prevent, hinder, obstruct or interfere, or attempt to prevent, hinder, obstruct or interfere, in any manner, the Director of Public Works or Manager of Revenue and Taxation or their respective designate or any City personnel, agents or contractors in the exercise of an activity, power or performance of a duty under this By-Law or the administration or enforcement of this By-Law.
- 4.08 The City may enter upon any Property for the purposes of an inspection and the other activities set out in subsection 4.02 or under an order issued under section 438 of the *Municipal Act, 2001*.

Section 5.00: Recovery of Costs – Lakeview Water Cooperative Owners

- 5.01 The Owner of each separately assessed parcel of land identified in the Notice shall be responsible to pay for any and all costs incurred by the City in order to comply with the Notice including but not limited to:
- 1. Water sampling;
 - 2. Site visits and monitoring;
 - 3. Maintenance, repair and upgrades (including but not limited to work related to the pump house and distribution system);
 - 4. Supply of potable or bottled water, as required;
 - 5. Contractor and consultant costs;
 - 6. Time and expenses incurred by the City staff in order to comply with the Notice;
 - 7. All fees and expenses incurred for any and all approvals required in order to comply with the Notice; and
 - 8. Legal fees.
- 5.02 For the purpose of administering or enforcing the requirements under this By-law an Owner shall provide to the City:

- a) The Owner's full name, mailing address and telephone number;
 - b) The full name, mailing address and telephone number of any occupiers of the Property; and
 - c) The full name, mailing address and telephone number of a person authorized by the Owner to provide the City with access to the Property.
- 5.03 Every Owner shall provide the Manager of Revenue and Taxation with a current contact name and telephone number within twenty-eight (28) days of a change in ownership of a Property.
- 5.04 The City shall not be held responsible for any damage or liability arising from action taken by the City or its agents to comply with the Notice.

Section 6.00: Billing and Payment Requirements

- 6.01 The Manager of Revenue and Taxation shall be responsible for the billing and collecting of fees and charges identified in Section 5.00.
- 6.02 An invoice shall be mailed to the Owner advising of the fee imposed under section 5.01 and providing a minimum of 21 days from the date of the Notice is issued for payment.
- 6.03 The City's Revenue and Taxation Division shall invoice Owners, at a minimum on a quarterly basis.
- 6.04 In the case of payments received by mail, the date the payment is received shall be taken as the date of payment.
- 6.05 A late payment charge will be added to past due amounts in accordance with City policies and by-laws.
- 6.06 In the event that a Property has more than one Owner, each Owner shall be jointly and severally liable for payment of the invoice.
- 6.07 All unpaid invoices issued pursuant to this By-Law, plus any administration fee charged by the City shall be added as fees and charges to the tax roll for the Property and the City may collect them in the same manner as municipal taxes and all such fees and charges shall have priority lien status.

Section 7.00: Penalties

- 7.01 Every person who contravenes a provision of this By-Law and every director or officer of a corporation who knowingly concurs in a contravention by the corporation of a provision of this By-Law, upon conviction, shall be liable to a fine of not more than \$50,000 for a first offence and not more than \$75,000 for any subsequent offence.

Section 8.00: Administration and Effective Date

- 8.01 **Administration of the By-law:** The Director of Public Works is responsible for the administration of this By-Law.
- 8.02 **Effective Date:** This By-Law shall come into force on the 19th day of February, 2014.

By-law read a first, second and third time, and finally passed, this 19th day of February, 2014.

Ric McGee, Mayor

Judy Cumins, City Clerk

Appendix # B

to

Report # WW2014-012

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

BY-LAW 2014-181

A BY-LAW TO AUTHORIZE THE UNDERTAKING OF WORK ON PRIVATE RESIDENTIAL PROPERTY AND PROVIDING A FINANCING PROGRAM FOR THE LAKEVIEW WATER CO-OP DRINKING WATER SYSTEM AS LOCAL IMPROVEMENTS IN THE CITY OF KAWARTHA LAKES

Recitals

1. Part III of Ontario Regulation 586/06 authorizes Council to pass a by-law to undertake works on private property as local improvements for the purpose of raising all or part of the cost of the work by imposing Special Charges on lots upon which all or some part of the local improvement is or will be located.
2. A by-law may authorize the undertaking of works which satisfy the requirements of a City program.
3. Council adopted the establishment of the Lakeview Water Co-op Drinking Water System Financing Option for Work on Private Property at their meeting held May 27, 2014.
4. This by-law enacts that direction.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2014-181.

Section 1.00: Definitions and Interpretation

1.01 Definitions: In this by-law,

"City", "City of Kawartha Lakes" or "Kawartha Lakes" means The Corporation of the City of Kawartha Lakes and includes its entire geographic area.

"City Clerk" means the person appointed by Council to carry out the duties of the clerk described in section 228 of the *Municipal Act, 2001*;

"Council" or "City Council" means the municipal council for the City.

"Corporate Services Manager, Revenue and Taxation/Deputy Treasurer" means the person who holds that position and his or her delegate(s) or, in the event of organizational changes, another person designated by Council;

1.02 Interpretation Rules:

(a) The Schedules attached to this by-law form part of the by-law, and are enforceable as such.

(b) The words "include" and "including" are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.

1.03 Statutes: References to laws in this by-law are meant to refer to the statutes, as amended from time to time, that are applicable within the Province of Ontario.

1.04 Severability: If a court or tribunal of competent jurisdiction declares any portion of this by-law to be illegal or unenforceable, that portion of this by-law shall be considered to be severed from the balance of the by-law, which shall continue to operate in full force and effect.

Section 2.00: Financing Program

- 2.01 Council authorizes the undertaking of work on private residential property and providing a financing program for the Lakeview Water Co-op Drinking Water System, as set out in Appendix "A" to this By-law, for the purpose of raising all or part of the cost of the work including all associated expenses by imposing Special Charges on lots upon which all or some part of the local improvement is or will be located.

Section 3.00: Administration and Effective Date

- 3.01 Administration of the By-law: The Corporate Services Manager, Revenue and Taxation/Deputy Treasurer is responsible for the administration of this by-law.

- 3.02 Effective Date: This By-law shall come into force on the date it is finally passed.

By-law read a first, second and third time, and finally passed, this 10th day of June, 2014.

Ric McGee, Mayor

Judy Currins, City Clerk

Appendix # C
to
Report # WW2015-012

Ministry of the
Environment
Safe Drinking Water
Branch
Peterborough District Office
Robinson Pl South Tower
300 Water St
Peterborough ON K9J 8M5

Ministère de
l'Environnement
Direction du contrôle de la qualité de
l'eau potable
Bureau du district de Peterborough
Place Robinson, Tour Sud
300, rue Water
Peterborough (Ontario) K9J 8M5



February 18, 2014

Mr. Mark Fischer
Chief Administrative Officer
Corporation of the City of Kawartha Lakes
26 Francis Street
Lindsay, ON, K9V 5R8

Dear Mr. Fischer:

**RE: Lakeview Water Co-op Notice of Intention to Issue a Section 114 Order
under the Safe Drinking Water Act**

Please find enclosed a copy of a Notice of Intention to Issue Order to the City of Kawartha Lakes for your review and action. In accordance with subsection 114 (10) of the Safe Drinking Water Act, the City is required to immediately take charge of the Lakeview Water Co-op Drinking Water System and also provide a written response to the Director and the Medical Officer of Health to this notice no later than May 20, 2014.

The written response shall either a) provide the ministry with a detailed action plan with an implementation schedule identifying what actions the City proposes to take to address the deficient drinking water system; or b) propose terms of reference for a study that evaluates the advantages and disadvantages of different actions to address concerns. The ministry encourages the city, when assessing options for a long-term safe and secure drinking water supply for the affected residents, to consider the financial concerns expressed by the residents as a factor when identifying which is the preferred option and how it will be financed by the municipality.

As you are aware, the long standing Boil Advisory has been in place since 2004, and in 2009, the City agreed to work voluntarily with the residents/owners of the Lakeview Water Co-op in an effort to provide them with potable water. We recognize that the City has worked diligently to try and achieve consensus with the residents/owners that currently comprise the Lakeview Water Co-op. Unfortunately, despite best efforts, the Lakeview Water Co-op drinking water system remains non-compliant with the Safe Drinking Water Act and its associated regulations.

I look forward to receiving your written comments within ninety days. As always, my staff and I remain available to discuss this Notice with you and explore cost-effective solutions to resolve this matter.

Yours truly,



Jacqueline Fuller
Supervisor, Safe Drinking Water Branch
Peterborough District Office

Enclosure (1)

- c: Dr. Lynn Noseworthy, Medical Officer of Health, HKPR District Health Unit
Ms. Michelle Hendry, Director of Public Works, City of Kawartha Lakes
Ms. Lucy Burke, Supervisor of Water and Wastewater, City of Kawartha Lakes
Mr. Chad Douglas Nissen, 19 McLernon St., ON, K0M 1L0
Ms. Margret Mary Stack, 19 McLernon St., ON, K0M 1L0
Mr. Darwin Alexander Crawley, 16 Hollyville Blvd., Dunsford, ON, K0M 1L0
Ms. Linda Doreen Anne Crawley, 16 Hollyville Blvd., Dunsford, ON, K0M 1L0
Mr. Dennis Lawrence Crawley, 16 Hollyville Blvd., Dunsford, ON, K0M 1L0
Ms. Debbra Florence Maria Crawley, 16 Hollyville Blvd., Dunsford, ON, K0M 1L0
Ms. Tammy Lynn Marie O'Donnell-Cook, 9 McLernon St., Dunsford, ON, K0M 1L0
Mr. Jeremy Andrew Bigham, 9 McLernon St., Dunsford, ON, K0M 1L0
Ms. Judith Kent, 11 McLernon St., Dunsford, ON, K0M 1L0
Mr. Frederick John Pratt, 13 McLernon St., PO Box 1027, Dunsford, ON K0M 1L0
Ms. Cindy Dale Pratt, 13 McLernon St., PO Box 1027, Dunsford, ON, K0M 1L0
Mr. Glen Miller, 5 McLernon St., Dunsford, ON, K0M 1L0
Mr. William Adam Jordan, 20 McLernon St., Dunsford, ON, K0M 1L0
Mr. Vincenza Pellegrino, 16 McLernon St., Dunsford, ON, K0M 1L0
Ms. Jennifer Bates, 31 Birchcliffe Ave., Dunsford, ON, K0M 1L0
Ms. Vicky-Lynn Weber, 10 McLernon St., Dunsford, ON, K0M 1L0
Mr. Wayne Thomas Weber, 10 McLernon St., Dunsford, ON, K0M 1L0
Mr. John Robert Steele, 12 McLernon St. and 18 Birchcliff Ave., Dunsford, ON, K0M 1L0
Ms. Norine Sharon Steele, 12 McLernon St. and 18 Birchcliff Ave., Dunsford, ON, K0M 1L0

NOTICE OF INTENTION TO ISSUE ORDER

Section 114 *Safe Drinking Water Act*

S.O. 2002, c. 32, as amended (SDWA)

TO: The Corporation of the City of Kawartha Lakes

P.O. Box 9000
26 Francis Street
Lindsay, ON K9V 5R8
Attention: Mr. Mark Fisher, Chief Administrative Officer

AND TO:

Mr. Chad Douglas Nissen, 19 McLernon Street, ON, K0M 1L0
Ms. Margret Mary Stack, 19 McLernon Street, ON, K0M 1L0
Mr. Darwin Alexander Crawley, 16 Hollyville Blvd., Dunsford, ON, K0M 1L0
Ms. Linda Doreen Anne Crawley, 16 Hollyville Blvd., Dunsford, ON, K0M 1L0
Mr. Dennis Lawrence Crawley, 16 Hollyville Blvd., Dunsford, ON, K0M 1L0
Ms. Debbra Florence Maria Crawley, 16 Hollyville Blvd Street, Dunsford, ON, K0M 1L0
Ms. Tammy Lynn Marie O'Donnell-Cook, 9 McLernon Street, Dunsford, ON,
K0M 1L0
Mr. Jeremy Andrew Bigham, 9 McLernon Street, Dunsford, ON, K0M 1L0
Ms. Judith Kent, 11 McLernon Street, Dunsford, ON, K0M 1L0
Mr. Frederick John Pratt, 13 McLernon Street, P.O. Box 1027, Dunsford, ON, K0M 1L0
Ms. Cindy Dale Pratt, 13 McLernon Street, P.O. Box 1027, Dunsford, ON, K0M 1L0
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Ms. Jennifer Bates, 31 Birchcliffe Avenue, Dunsford, ON, K0M 1L0
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Mr. Wayne Thomas Weber, 10 McLernon Street, Dunsford, ON, K0M 1L0
Mr. John Robert Steele, 12 McLernon Street and 18 Birchcliff Ave, Dunsford, ON, K0M
1L0
Ms. Norine Sharon Steele, 12 McLernon Street and 18 Birchcliff Ave Dunsford, ON,
K0M 1L0

also referred to in this Notice as the Owners

TAKE NOTICE that I propose to issue an order to the Corporation of the City of Kawartha Lakes pursuant to Section 114 of the *Safe Drinking Water Act, 2002* S.O. 2002 c.32 (hereinafter, the SDWA or the Act) requiring it to provide service from a municipal drinking-water system or to oversee the establishment or alteration of one or more non-municipal drinking-water systems to serve the residents connected to the Lakeview Water Co-op Drinking Water System located in the former Township of Verulam, City of Kawartha Lakes, (hereinafter the Lakeview Water Co-op Drinking Water System or Drinking Water System) for the reasons set out in this Notice.

TAKE NOTICE that I have consulted with the local Medical Officer of Health with respect to the matter of the drinking water system that provides water to the residents connected to the Lakeview Water Co-op Drinking Water System.

TAKE NOTICE that I hereby provide the Corporation of the City of Kawartha Lakes with the opportunity to respond to this Notice in accordance with subsection 114(10) of the SDWA. Pursuant to subsection 114(10) of the SDWA the Corporation of the City of Kawartha Lakes must provide the Director and the Medical Officer of Health with its written response to this Notice no later than May 20, 2014 .

TAKE NOTICE that the Owners as identified in this Notice may provide a written response or responses to this Notice no later than May 20, 2014.

TAKE NOTICE that the Director will review and consider any submissions received within the time frames identified above in determining what decision will be made under s. 114 of the SDWA.

TAKE NOTICE that, EFFECTIVELY IMMEDIATELY UPON SERVICE OF THIS NOTICE, the Corporation of the City of Kawartha Lakes is required to take charge of the Lakeview Water Co-op Drinking Water System and to operate, maintain and repair the Drinking Water System in accordance with the Directions set out in Part 3 of this Notice.

TAKE NOTICE that pursuant to subsection 114(4) of the SDWA, the Corporation of the City of Kawartha Lakes shall comply with the Directions set out in Part 3 of this Notice until an Order has been issued and complied with or until this Notice has been amended or revoked.

TAKE NOTICE that pursuant to subsection 114(6) and 114(7) of the SDWA and the directions specified in Part 4 of this Notice, the Owners shall take actions which include but are not necessarily limited to relinquishing control and operation of the Lakeview Co-Op Drinking Water System to the Corporation of the City of Kawartha Lakes by the date specified and in the manner specified in Part 4 of this Notice and providing unimpeded access to the Drinking Water System and to documents relevant to the operation of the Drinking Water System.

NOTICE OF INTENTION TO ISSUE ORDER

Section 114 *Safe Drinking Water Act*

S.O. 2002, c. 32, as amended (SDWA)

TO: The Corporation of the City of Kawartha Lakes
P.O. Box 9000
26 Francis Street
Lindsay, ON K9V 5R8
Attention: Mr. Mark Fisher, Chief Administrative Officer

AND TO:

KNOW ALL

also referred to in this Notice as the Owners

TAKE NOTICE that I propose to issue an order to the Corporation of the City of Kawartha Lakes pursuant to Section 114 of the *Safe Drinking Water Act, 2002* S.O. 2002 c.32 (hereinafter, the SDWA or the Act) requiring it to provide service from a municipal drinking-water system or to oversee the establishment or alteration of one or more non-municipal drinking-water systems to serve the residents connected to the Lakeview Water Co-op Drinking Water System located in the former Township of Verulam, City of Kawartha Lakes, (hereinafter the Lakeview Water Co-op Drinking Water System or Drinking Water System) for the reasons set out in this Notice.

TAKE NOTICE that I have consulted with the local Medical Officer of Health with respect to the matter of the drinking water system that provides water to the residents connected to the Lakeview Water Co-op Drinking Water System.

TAKE NOTICE that I hereby provide the Corporation of the City of Kawartha Lakes with the opportunity to respond to this Notice in accordance with subsection 114(10) of the SDWA. Pursuant to subsection 114(10) of the SDWA the Corporation of the City of Kawartha Lakes must provide the Director and the Medical Officer of Health with its written response to this Notice no later than May 20, 2014 .

TAKE NOTICE that the Owners as identified in this Notice may provide a written response or responses to this Notice no later than May 20, 2014.

TAKE NOTICE that the Director will review and consider any submissions received within the time frames identified above in determining what decision will be made under s. 114 of the SDWA.

TAKE NOTICE that, EFFECTIVELY IMMEDIATELY UPON SERVICE OF THIS NOTICE, the Corporation of the City of Kawartha Lakes is required to take charge of the Lakeview Water Co-op Drinking Water System and to operate, maintain and repair the Drinking Water System in accordance with the Directions set out in Part 3 of this Notice.

TAKE NOTICE that pursuant to subsection 114(4) of the SDWA, the Corporation of the City of Kawartha Lakes shall comply with the Directions set out in Part 3 of this Notice until an Order has been issued and complied with or until this Notice has been amended or revoked.

TAKE NOTICE that pursuant to subsection 114(6) and 114(7) of the SDWA and the directions specified in Part 4 of this Notice, the Owners shall take actions which include but are not necessarily limited to relinquishing control and operation of the Lakeview Co-Op Drinking Water System to the Corporation of the City of Kawartha Lakes by the date specified and in the manner specified in Part 4 of this Notice and providing unimpeded access to the Drinking Water System and to documents relevant to the operation of the Drinking Water System.

TAKE NOTICE that pursuant to subsection 114(7) of the SDWA, the Corporation of the City of Kawartha Lakes may make any by-law under the *Municipal Act, 2001* imposing fees and charges it considers necessary to recover from the users of the Lakeview Drinking Water System all costs it incurs in operating, maintaining or repairing the system in accordance with the Directions issued by the Director.

PART 1: Legal Authority

- 1.1.1 This Notice is issued pursuant to the authority of sections 114, 115, 117(4) and 162 of the SDWA, which are set out in Appendix A.

PART 2: Background and Reasons

- 2.1 The Lakeview Water Co-op (hereinafter, the Co-op) is a year round residential community located at Lot 9, Concession 2, former Township of Verulam, City of Kawartha Lakes. Currently, there are 9 private residences that are serviced by a regulated non-municipal drinking-water system, as defined in the SDWA. There were initially 11 residences; however, two of the residences disconnected as of September 16, 2008 and a third residence was disconnected as of August 15, 2012, and subsequently reconnected in 2013 after being sold to a new owner. This drinking water system is classified as a non-municipal year round residential drinking water system, which in turn makes it a regulated non-municipal system for the purposes of section 114 of the Act as prescribed by Ontario Regulation 171/03. The drinking water system consists of an intake extending into Sturgeon Lake followed by one 1.5 Horsepower Myers model HCM 150 pump and a 200 gallon pressure tank. There is no treatment provided prior to the water entering the distribution system serving the 9 private residences. A Boil Water Advisory (BWA), was issued by the Haliburton Kawartha Pine Ridge District Health and has been in effect since April 25, 2004.
- 2.2 The Co-op is not a legal entity, and therefore the individual property owners on whose properties are located part of the Drinking Water System are collectively the owners of the Drinking Water System for purposes of the SDWA ("Owners"). The Owners also include four (4) property owners who disconnected their residences located at 10 and 12 McLernon Street from the Lakeview Drinking Water System in or about September 2008. Despite the disconnection of their residences from the Lakeview Drinking Water System, those four (4) property owners are Owners of the Lakeview Drinking Water System and are subject to the requirements of this Notice. Written consent of the Director for fragmentation of the Lakeview Drinking Water System by one or more of these persons, as required by subsection 52(2) of the SDWA, was not obtained prior to the fragmentation and as of the date of this Notice no such consent exists.
- 2.3 The Co-op was initially developed in 1992. A letter dated September 19, 1991 was issued by the former Township of Verulam indicating council's approval for the construction of the water supply system for the residences on Lakeview Drive. A letter dated October 12, 1991 from one of the Owners to the councillors for the Township of Verulam indicated a delay in building the pumphouse until the spring of 1992. Minutes

of a Township of Verulam council meeting held on April 6, 1992, indicated that the Township council had no objection to the proposed water system provided a letter from the District Health Unit confirming no objections to the water system proposal was obtained. There is no record of a letter from the Health Unit being obtained prior to the Township of Verulam issuing the building permit. There is a record of a letter from one of the Owners to the councillors for the Township of Verulam dated April 10, 1992 indicating that a local Health Unit inspector stated that the local Health Unit does not have jurisdiction over water systems. According to records reviewed by the Ministry, a Building Permit was issued on July 23, 1992, by the former Township of Verulam for the construction of a pumphouse. According to a letter dated June 15, 2004, from the Corporation of the City of Kawartha Lake (hereinafter the City of Kawartha Lakes), the pumphouse is located on both Trent Severn Waterway property and a City of Kawartha Lakes road allowance. Copies of the correspondence referred to in this paragraph are attached as Appendix A-1.

- 2.4 On August 22, 2008, Provincial Officer's Order No. 1-6SUKN was issued to each of the owners of the Lakeview Water Co-op Drinking Water System, requiring them to obtain the services of a qualified professional engineer to assess the system for compliance with the SDWA and to provide recommendations to the ministry to bring the system into compliance. Attached hereto as Appendix B is a copy of the aforementioned Provincial Officer's Order and accompanying Provincial Officer's Report. The Provincial Officer's Report indicated that: the Drinking Water System is not operated by a licensed operator; raw and treated water samples are not being taken in accordance with the requirements of Ontario Regulation 170/03 and the Drinking Water System was not providing the minimum level of treatment required by Schedule 2 of Ontario Regulation 170/03. On August 26, 2008, an e-mail was received from one of the Owners asking the ministry to refer to a previous letter sent to the Ministry, dated July 28, 2008. The July 28, 2008 letter acknowledged noncompliance with the Provincial Officer's Order and indicated that complying with the requirements of the SDWA was "*far beyond the financial capabilities of the Co-op and the members of the Co-op.*" The letter was signed by 14 owners at that time. A copy of the letter is attached hereto as Appendix C.
- 2.5 On September 15, 2008, a meeting was held with the Owners, representatives from the City of Kawartha Lakes and from the Ministry wherein the Owners agreed to work with the City of Kawartha Lakes in an effort towards complying with the requirements of the SDWA.
- 2.6 On January 12, 2009, a letter was sent to each of the Owners, advising that they were in non-compliance with the requirements of Provincial Officer Order No. 1-6SUKN and provided them with an opportunity to provide the Ministry with an acceptable action plan and implementation schedule by February 13, 2009, to bring the Lakeview Water Co-op Drinking Water System into compliance with the SDWA. The ministry received one response to this letter dated January 12, 2009, from one of the Owners which suggested that the municipality assume responsibility for "fragmenting" the Drinking Water System.

Under the SDWA, "fragmentation" in respect of a non-municipal drinking water system that is in a class prescribed for the purposes of subsection 52(2) of the SDWA, such as the Lakeview Drinking Water System, is defined as being the replacement of all or part of the system with a non-municipal drinking water system that is not in a class prescribed for the purposes of subsection 52(2) of the SDWA.

The written consent of the Director is required in order for fragmentation of the Lakeview Drinking Water System to proceed in compliance with the SDWA.

- 2.7 On January 30, 2009 two faxes were received from Free Flow Drain Service, advising the Ministry that residences at #10 and #12 McLernon Street had disconnected from the Drinking Water System. A copy of that correspondence is attached hereto as Appendix D.
- 2.8 On July 2, 2009, a draft Notice of intent to issue a s. 114 SDWA Order was provided to the City of Kawartha Lakes, Owners and the Haliburton Kawartha Pine Ridge District Health Unit (hereinafter, the H.U.) for comment. The H.U. agreed with and supported the draft Notice. No comments were received from the Owners.
- 2.9 On July 17, 2009, a response was received from legal counsel for the City of Kawartha Lakes regarding the draft s.114 SDWA Notice indicating that the City of Kawartha Lakes did not believe the Ministry had authority to issue a 114 Notice since the Drinking Water System was originally established to supply utility water and not drinking water. A copy of that letter is attached hereto as Appendix E.
- 2.10 On July 23, 2009, the Ministry sent a letter of response to the City of Kawartha Lakes outlining the definition of a drinking water system and providing an explanation for consideration of issuing a s. 114 SDWA Notice. A copy of that letter is attached hereto as Appendix F.
- 2.11 On December 7, 2009, the Ministry conducted a compliance inspection of the Drinking Water System which again confirmed that the system was non-compliant with treatment, sampling, and monitoring requirements of Ontario Regulation 170/03 and the SDWA.
- 2.12 On January 14, 2010, the Ministry sampled raw water from Sturgeon Lake to assist the City of Kawartha Lakes in characterization of the Drinking Water System's source water supply.
- 2.13 On April 9, 2010, a meeting was held with staff and legal counsel for the City of Kawartha Lakes and the Ministry. Piloting a study of point of entry water treatment equipment with the intent to fragment the Drinking Water System was discussed. A written submission of the proposed pilot study to assess treatment options was received from the City of Kawartha Lakes by the Ministry on May 10, 2010. A copy of that

correspondence is attached hereto as Appendix G. The intent of the pilot project was to determine effective treatment for possible fragmentation of the Drinking Water System using a surface water source. The Ministry supported this proposed pilot study. Proposed point of entry treatment equipment for the pilot study consisted of cartridge filtration, membrane filtration and U.V. disinfection.

- 2.14 On September 16, 2010, a teleconference between the Ministry and the City of Kawartha Lakes was held to discuss the lack of interest by the Owners in the proposed pilot study. The City of Kawartha Lakes agreed to undertake a land survey to determine the possibility of drilling wells and fragmenting the Drinking Water System using a groundwater source, thereby avoiding the need for treatment. Other options discussed included hauled water and storage reservoirs.
- 2.15 On May 25, 2011, the Ministry conducted an inspection of the Drinking Water System and samples were taken of the raw source water from a residence served by the Drinking Water System. Sample results indicated the presence of 1 E. coli, 6 total coliform, and 210 Heterotrophic bacteria. The Haliburton Kawartha Pine Ridge District Health Unit was notified and, in response, re-issued a Boil Water Advisory June 15, 2011, a copy of which is attached hereto as Appendix H.
- 2.16 On June 22, 2011, a meeting was held with representatives from the City of Kawartha Lakes and the Ministry to discuss a proposed action plan. A completed land survey of properties served by the Drinking Water System was provided by the City of Kawartha Lakes with the intent of proposing drilling wells and fragmenting the system.
- 2.17 On August 22, 2011, a meeting was held with representatives from the City of Kawartha Lakes, the Ministry and the Owners wherein options to provide potable water were presented and discussed. Consensus was once again reached to review a pilot study for point of entry treatment and fragmentation.
- 2.18 On September 27, 2011, representatives from the City of Kawartha Lakes indicated that proposed treatment options had been obtained from a local water treatment company and those options were forwarded to the Ministry for review. Representatives from the City of Kawartha Lakes indicated that they would bring the proposed pilot study to their council October 25, 2011, for discussion and approval.
- 2.19 On October 14, 2011, the Ministry received, from a representative of the City of Kawartha Lakes, a draft copy of the proposal for point of entry treatment equipment for a pilot study in the residence of one of the Owners of the Drinking Water System consisting of a triplexed cartridge filter and UV disinfection. A copy of the proposal and accompanying correspondence is attached hereto as Appendix I. Discussion between representatives from the City of Kawartha Lakes and the Owners ensued with regards to development of a draft agreement for the pilot study. The Owners agreed to provide

comments on the draft agreement by January 30, 2012. The total cost of fragmentation of the Drinking Water System using surface water and proposed point of entry treatment units (9) was estimated at \$80-100,000.

- 2.20 On July 10, 2012, a proposal from the Owners was provided to the City of Kawartha Lakes council requesting a total amount of \$10,000 to \$15,000 dollars in financial aid contingent upon agreeing to conduct the pilot study and fragmenting the Drinking Water System. The City of Kawartha Lakes council refused to provide any funding, however they did agree to amortize the costs to the Owners over a 10 year period.
- 2.21 On August 15, 2012, Ministry staff attended a meeting with the Owners and City of Kawartha Lakes staff to discuss the status of the pilot study. The Owners indicated that they were not willing to sign the agreement and that the proposal was too costly. Fragmentation of the Drinking Water System using wells was once again discussed. The Owners indicated that one of the nine (9) Owners had disconnected from the Drinking Water System and sold his house.
- 2.22 Between August 15, 2012 and May 23, 2013, representatives from the City of Kawartha Lakes conducted several meetings with the Owners regarding fragmentation of the Drinking Water System. On May 23, 2013, Ministry staff attended a meeting with representatives from the City of Kawartha Lakes to discuss options for fragmentation. The issuance of a s. 114 SDWA Notice was discussed as a possibility in the event that the Owners and the City of Kawartha Lakes were unable to identify a solution as to how a potable water supply would be obtained and financed in the absence of intervention by the Ministry. The City of Kawartha Lakes staff agreed to present the letter to their council and to provide a response back to the ministry on or before May 31, 2013. The City subsequently requested additional time in order to prepare a voluntary plan with clear milestones and dates to demonstrate progress to the ministry by the week of June 10, 2013, which the ministry agreed to.
- 2.23 On July 3, 2013, representatives from the City of Kawartha Lakes met with the owners and reviewed options (many of them previously discussed). The owners were asked to provide a response to the city by July 11, 2013 outlining their intentions for finding a solution for their drinking water supply.
- 2.24 On July 19, 2013 the Ministry received a copy of a letter sent by the City to the Owners asking that they commit to continue working with the City in finding a solution to the on-going problems with their non-compliant drinking water system. The City requested a

written commitment from the Owners by August 16, 2013 in order for a response to be submitted to the Ministry by August 23, 2013. The letter also stated that once an agreed-upon solution is established, the results will be communicated to the Ministry for approval. A copy of the letter is attached hereto as Appendix J

- 2.25 On August 22, 2013 the City advised the Ministry that they had received quotations on two options and were planning a meeting with the Owners. On September 5, 2013, representatives from the City of Kawartha Lakes met with the Owners to discuss fragmentation and to determine what options each Owner would be willing to consider. A copy of the responses of the Owners was provided to the Ministry on October 8, 2013, with no commitments from the Owners. A copy of the letter is attached hereto as Appendix K
- 2.26 On October 16, 2013, a written request from the City of Kawartha Lakes was received by the Ministry seeking provincial financial assistance and a relaxation of provincial requirements in order to successfully resolve this ongoing matter. The Ministry responded by recommending the City contact the Ministry of Infrastructure to investigate funding opportunities and committed to continue working with the City the Owners. A copy of the letter is attached hereto as Appendix L
- 2.27 The Drinking Water System currently servicing the 9 residences known as the Lakeview Water Co-op Drinking Water System is currently under a Boil Water Advisory that was originally issued by the local Health Unit on April 25, 2004, was re-issued on June 15, 2011 and again on December 10, 2013. Copies of the correspondence referred to in this paragraph are attached as Appendix M.
- 2.28 There is currently no qualified or certified operator responsible for the daily operation and maintenance of the Drinking Water System and there is no treatment provided for the water being supplied to the 9 residences. Raw and treated microbiological samples are not being taken from the Drinking Water System in accordance with the requirements of schedule 11 of Ontario Regulation 170/03. In addition, several other water quality parameters are not being tested for as required by schedule 13 and 15.1 of Ontario Regulation 170/03. The violations of schedules 2, 8, 11, and 13 of O. Reg. 170/03 outlined above constitute a deficiency as defined in O. Reg. 172/03.
- 2.29 I am of the opinion that the identified deficiencies with the Drinking Water System and the lack of compliance with Provincial Officer's Order No. 1-6SUKN issued to the Owners to address those deficiencies may pose a drinking water health hazard to users of the Drinking Water System as no entity is taking responsibility for ensuring compliance with the requirements of the SDWA and regulations made thereunder such as sampling, testing, reporting and, if necessary, corrective action.

- 2.30 Ministry staff have consulted with the Medical Officer of Health with respect to this matter. On November 18, 2013, the Medical Officer of Health provided a letter of concurrence indicating support of the issuance of Notice Of Intent To Issue a s. 114 SDWA Order. A copy of that correspondence is attached hereto as Appendix N.
- 2.31 I am of the opinion that there has been a failure or refusal to comply with an Order issued under the SDWA (namely, Provincial Officer Order No. 1-6SUKN) with respect to a drinking water system servicing a major residential development as defined in the SDWA namely, the Lakeview Water Co-op Drinking Water System and I am of the opinion that the continuing use of the system will result in a "drinking water health hazard" as that term is defined in section 1 of the SDWA.

PART 3 - Directions to the Corporation of the City of Kawartha Lakes

I hereby direct the Corporation of the City of Kawartha Lakes (the municipality), pursuant to my authority in Section 114, Section 115 and Subsection 162(1) of the SDWA, to take charge of the Lakeview Water Co-op Drinking Water System and to take all necessary steps and to do the following:

- 3.1 Immediately upon service of this Notice, and until implementation of an option which addresses the concerns, as identified in this Notice, with the Lakeview Water Co-op Drinking Water System, provide to each of the residences serviced by the Lakeview Water Co-op Drinking Water System an alternate supply of drinking water sufficient to meet the drinking water needs of the residents, which may include but is not necessarily limited to the provision of bottled water.
- 3.2 By May 20, 2014 provide the Ministry with a detailed action plan with an implementation schedule indicating which action described in subsection 114(9) of the SDWA the Corporation of the City of Kawartha Lakes proposes to take to comply with an Order issued under subsection 114(1) of the SDWA; or proposing terms of reference for a study to be completed by the municipality that evaluates the advantages and disadvantages of each action described in subsection 114(9) of the SDWA, having regard to the purposes of the Act.
- 3.3 Immediately upon service of this Notice, take all steps necessary to operate, maintain, and repair the Lakeview Water Co-op Drinking Water System that are reasonable recognizing the state of the system at the time the municipality assumed responsibility for this drinking water system.

- 3.4 Pursuant to the requirements in subsection 114(10), I hereby provide to the Corporation of the City of Kawartha Lakes the opportunity to provide to the Director and to the Medical Officer of Health a written response to this Notice, in accordance with the requirements of subsection 114(10) of the SDWA by May 20, 2014.

Part 4 - Directions to the Owners

Pursuant to my authority in subsection 114(6) and 162 of the SDWA, I hereby require the Owners as identified in this Notice to take all necessary steps and to do the following:

- 4.1 Immediately upon service of this Notice, relinquish control and operation of the Lakeview Water Co-op Drinking Water System to the Corporation of the City of Kawartha Lakes and/or its employees and agents, including any operating authority for the system; provide unimpeded access to the municipality and/or its employees and agents to the Lakeview Drinking Water System, including but not limited to unimpeded access as required by the municipality in relation to the pumphouse, and the Owners' respective properties on and through which the Drinking Water System operates; in no way hinder or obstruct any employee or agent of the municipality in the performance of their duties and responsibilities as specified pursuant to this Notice; provide such assistance to the municipality as is reasonably required of the Owners by the municipality pursuant to this Notice; and, provide the municipality with access to all documents relevant to the operation of the Lakeview Drinking Water System.
- 4.2 Provide a copy of this Notice to any person or entity, including but not limited to any prospective purchaser of a residence that is or was served by the Lakeview Drinking Water System, who may in any manner whatsoever acquire an interest in the Lakeview Drinking Water System.

Part 5 – Relief From Strict Compliance

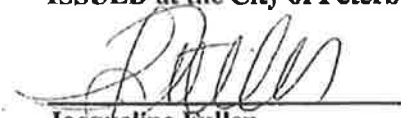
- 5.1 Pursuant to my authority in subsection 117(4) SDWA, I hereby grant to the Corporation of the City of Kawartha Lakes and to one or more of the Owners, relief from the requirement to obtain the written consent of the Director for fragmentation of the Lakeview Drinking Water System under subsection 52(2) of the SDWA only if

fragmentation of the Drinking Water System proceeds in accordance with a plan or proposal prepared by a qualified professional engineer and approved by the Director.

Part 6 - Miscellaneous

- 6.1 If a time period expires on a Saturday or Sunday or other Provincial Government holiday, the time period shall expire on the following weekday.
- 6.2 All notices are issued in the English language and may be translated into the French language. In the event that there should be a conflict between the English original and the French translation, the English original shall prevail.
- 6.3 The requirements of this Notice are severable. If any requirement of this Notice or the application of any requirement to any circumstance is held invalid, the application of such requirement to other circumstances and the remainder of the Notice shall not be affected thereby.
- 6.4 The requirements of this Notice are minimum requirements only and do not relieve you from:
- a) complying with any other applicable order, statute, regulation, municipal, provincial or federal law; and
 - b) obtaining any approvals or consents not specified in this Notice.
- 6.5 Notwithstanding the issuance of this Notice, further written directions may be issued in accordance with the legislation, as circumstances require.

ISSUED at the City of Peterborough this 18th day of February, 2014


Jacqueline Fuller
Director, s.114 SDWA

c: Dr. Lynn Noseworthy, Medical Officer of Health
Haliburton Kawartha Pine Ridge District Health Unit
200 Rose Glen Road, Port Hope, ON L1A 3V9

Appendix # B

to

Report # WW2017-004

DIRECTOR'S AMENDMENT TO SECTION 114 NOTICE UNDER THE SDWA

*Safe Drinking Water Act, 2002, S.O. 2002,
c.32, as amended (SDWA)*

To:

The Corporation of the City of Kawartha Lakes
26 Francis Street
Lindsay, ON, K9V 5R8
Attention: Mr. Ron Taylor
Chief Administrative Officer

And To:

Mr. Chad Douglas Nissen/ Ms. Margret Mary Stack, 19 McLernon Street, ON, KOM 1LO (mailing address: 42 Coryell St. , Seagrave ON, LOC 1G0)
Mr. Darwin Alexander Crawley/Ms. Linda Doreen Anne Crawley/Dennies Lawrence Crawley/Debra Florence Maria Crawley, 21 McLernon St. (tax roll address: 16 Hollyville Blvd., Dunsford, ON KOM 1LO (mailing address for Darwin and Linda:18 Sommerset Way Unit 11, North York ON M2N 6X5 and mailing address for Dennies/Debra-31 Brentwood Rd. Angus ON LOM 1B2)
Ms. Tammy Lynn Marie O'Donnell-Cook/Mr. Jeremy Andrew Bigham, 9 McLernon Street, Dunsford, ON, KOM 1LO
Ms. Judith Kent, 11 McLernon Street, Dunsford, ON, KOM 1LO
Ms. Cindy Dale Pratt, 13 McLernon Street, P.O. Box 1027, Dunsford, ON, KOM 1LO
Mr. Glen Miller, 5 McLernon Street, Dunsford, ON, KOM 1LO
Mr. William Adam Jordan, 20 McLernon Street, Dunsford, ON, KOM 1LO
Mr. Vincenza Pellegrino, 16 McLernon Street, Dunsford, ON, KOM 1LO (mailing address: Amedeo Pelligrino-Power of Attorney for Vincenza,108 Fanshore Dr. Woodbridge ON, L4K 1T5)
Ms. Jennifer Bates/ Stewart Jason Bates, 31 Birchcliffe Avenue, Dunsford, ON, KOM 1LO (mailing address: 16 Sharpe St., Scarborough ON, M1N 3T6)
Ms. Vicky-Lynn Weber/ Mr. Wayne Thomas Weber, 10 McLernon Street, Dunsford, ON, KOM 1LO
Mr. John Robert Steele/ Ms. Norine Sharon Steele, 12 McLernon Street (Mailing address: 14 Waring Ave. Whitby ON, L1M 1G4)

Re: Director's Amendment to SDWA S.114 Notice Issued Dated February 18, 2014 (the "Notice")

Pursuant to my authority under subsection 114(4) of the SDWA I hereby amend the Notice as follows:

The following item is added as item 3.4 of Part 3 - Directions to the Corporation of the City of Kawartha Lakes:

3.4. Immediately upon service of this Amendment, commence implementation of the outstanding work associated with the Corporation of the City of Kawartha Lakes Fragmentation Plan dated December 17, 2015 as accepted by the Ministry of the Environment and Climate Change and as revised and updated January 10, 2017 for the Lakeview Water Co-op Drinking Water System (the Fragmentation Plan) with the following modifications and clarifications:

- Ensure that Point of Entry (POE) treatment units as described in the Fragmentation Plan are installed ***in all*** the residences serviced by the two (2) replacement distribution lines each servicing 4 residences. Distribution line 1 will service #13 McLernon Street, #11 McLernon Street, #9 McLernon Street and #5 McLernon Street. Distribution line 2 will service # 21 McLernon Street, #20 McLernon Street, #19 McLernon Street and #16 McLernon Street.
- Ensure that an above-ground storage reservoir approved by the City is installed at #31 Birchcliffe Street and that the residence at this address is serviced by the above-ground reservoir and not by the new replacement distribution lines.
- Ensure that the residences located at #12 and #10 McLernon Street are not serviced by the new distribution lines and instead are serviced by a private well located at #12 McLernon Street, ***with*** POE treatment systems installed at both residences;
- Ensure that the existing distribution system is disconnected from all residences following confirmation by Grace & Associates in their final Engineer's Report that the replacement drinking water systems have been installed and are providing a secure potable source of water to all residences
- Ensure that the work associated with the new distribution system is tendered by no later than March 30, 2017 and that all work is completed by no later than June 30, 2017.
- By September 30, 2017, provide written confirmation to the Director that all residents of the Lakeview Water Co-op are being provided with a secure source of potable water.


Part 4 – Directions to the Owners


- Section 4.1 of the Notice is hereby amended by adding “and on and through which the replacement drinking water system operates or will operate;” after the phrase “on and through which the Drinking Water System operates so that it now reads as follows:

Immediately upon service of this Notice, relinquish control and operation of the Lakeview Water Co-op Drinking Water System to the Corporation of the City of Kawartha Lakes and/or its employees and agents, including any operating authority for the system; provide unimpeded access to the municipality and/or its employees and agents to the Lakeview Drinking Water System, including but not limited to unimpeded access as required by the municipality in relation to the pumphouse, and the Owners' respective properties on and through which the Drinking Water System operates and on and through which the replacement drinking water system operates or will operate; in no way hinder or obstruct any employee or agent of the municipality in the performance of their duties and responsibilities as specified pursuant to this Notice; provide such assistance to the municipality as is reasonably required of the Owners by the municipality pursuant to this Notice; and, provide the municipality with access to all documents relevant to the operation of the Lakeview Drinking Water System.

*** END OF NOTICE ***

All portions of the s. 114 SDWA Notice not dealt with by this Amendment remain in effect.


Jacqueline Fuller
Director, s.114 SDWA


Date of Issue

c: Dr. Lynn Noseworthy, Medical Officer of Health
Haliburton Kawartha Pine Ridge District Health Unit
200 Rose Glen Road, Port Hope, ON L1A 3V9

to

Report # WW2018-002

Ministry of the Environment and
Climate Change

Ministère de l'Environnement et de l'Action
en matière de changement climatique

Safe Drinking Water Branch

Direction du contrôle de la qualité de l'eau
potable

Peterborough District Office
Robinson Pl South Tower
300 Water St., 2nd Floor
Peterborough ON K9J 3C7
Telephone: 705-755-4300
Fax: 705-755-4343

Bureau de district de Peterborough
Place Robinson, Tour Sud
300, rue Water 2^{ème} étage
Peterborough (Ontario) K9J 3C7
Téléphone: 705-755-4300
Télécopieur: 705-755-4343



January 8, 2018

Bryan Robinson
Director of Public Works
City of Kawartha Lakes
12 Peel St., PO Box 9000
Lindsay, Ontario
K9V 5R8

Dear Mr. Robinson,

**Re: Lakeview Water Co-op Drinking Water System Fragmentation and
Fulfillment of Requirements related to s.114 Notice under the Safe Drinking
Water Act, 2002**

I am writing to inform you that the ministry has concluded that the work undertaken by the City of Kawartha Lakes to date has fulfilled all of the requirements of the section 114 Safe Drinking Water Act, 2002 (SDWA) Notice of Intention to Issue Order issued to the city on February 18, 2014, along with the Amendment issued on March 8, 2017.

The ministry would like to thank both the city and the members of the Lakeview Water Co-op (co-op) for all their determination and hard work in bringing this important issue to resolution and for ensuring that all the residents served by the drinking water system have a safe and secure potable source of drinking water.

By way of a brief summary of the events that have led us to this conclusion, I note that the co-op was historically serviced by a non-municipal year round residential drinking water system as defined in the SDWA. This system historically operated with eleven (11) residences drawing water from a common intake with separate residential connections. A Boil Water Advisory (BWA) for the system was issued by the Haliburton Kawartha Pineridge Health Unit in 2004 and has remained in place since.

The Ministry of the Environment and Climate Change (ministry) issued a Provincial Officer's Order to each of the members of the co-op in 2008, requiring them to upgrade the drinking water system servicing the co-op in order to comply with the applicable requirements of the SDWA. The members of the co-op indicated that they were not able to comply with the order due to financial constraints.

In early February 2014, the Ministry consulted with the local Medical Officer of Health who agreed that the continued noncompliance of the drinking water system servicing the co-op was a health hazard.

On February 18, 2014, the ministry issued the City of Kawartha Lakes a section 114 Notice of Intention to Issue Order under the SDWA that included a number of Directions to the City, including the direction to immediately take over control and operation of the Lakeview Water Co-op Drinking Water System and to take steps to bring it into compliance with the applicable requirements of the SDWA.

Various options for how the Directions to the City as set out in the s. 114 SDWA Notice could be complied with were explored and numerous meetings were held between the co-op residents, municipal and ministry staff along with the local health unit, in an attempt to find a solution and bring the system into compliance. After an evaluation of the alternative solutions for the ongoing noncompliance issues, the city's consultant concluded that the most cost effective way to deal with the issue was to fragment the existing drinking water system.

In December of 2015, the city proposed a plan to the ministry that outlined keeping the existing pump house and installing a second pump intake into the lake. The plan proposed that the two distribution lines would service four (4) properties each. Every property would also have point of entry (POE) water treatment units installed that would be capable of meeting standards under the SDWA for drinking water supplied to each resident's home. The owners of the remaining three (3) other properties opted for their own water supply.

In January 2017, the city revised its plan to account for the removal of 31 Birchcliffe Avenue from the distribution line #1 as 31 Birchcliffe Avenue was now going to be serviced by an above ground storage reservoir which was approved by the city. Two (2) of the residents had drilled a well and had agreed to install POE equipment into each of their homes.

On March 1, 2017, the city requested that the ministry issue an update or Amendment to the section 114 SDWA Notice that was originally issued to the city on February 18, 2014. In order for the city to complete the entire fragmentation proposal, they would need to gain access to each of the properties and homes serviced by the existing drinking water system. Two (2) of the owners were not cooperative and refused to provide their consent for any work to be completed on their property or in their residences.

On March 8, 2017, I issued an Amendment to the SDWA section 114 Notice. The Amendment clarified that the ministry would not accept shutting off the water to the two homes whose owners were refusing access to their properties. The installation of the two remaining POE units and disconnection of the existing water supply was required to complete the fragmentation process.

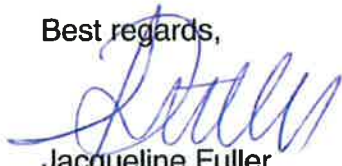
In order for the city to complete the entire fragmentation proposal, access to the properties and homes of the non-cooperating owners was required. The city sought and obtained a s.118 SDWA judicial authorization order in order to access the properties of the two owners refusing access for the completion of the work.

On November 30, 2017, the ministry received the final fragmentation report for the Lakeview Water Co-op. The plan and all associated information were provided to the Haliburton, Kawartha, Pine Ridge District Health Unit and Medical Officer of Health. Since the system is no longer regulated by the ministry, the health unit has confirmed that they will deal with all drinking water related issues moving forward with the residents from the former Lakeview Water Co-op.

The ministry's Approvals team has reviewed all the submitted documentation provided regarding the fragmentation of the Lakeview Water Co-op. The attached letter from the Approvals Director confirms the ministry's satisfaction that the Lakeview Water Co-op Drinking Water System has been fragmented.

Once again, thank you for all your hard work in completing the requirements of the s. 114 SDWA Notice and Amendment.

Best regards,



Jacqueline Fuller
District Supervisor –Peterborough/Belleville
Drinking Water and Environmental Compliance Division
Ministry of the Environment and Climate Change
(705)755-4328

c: Lakeview Co-op members
Mr. Aziz Ahmed, MOECC
Mr. Ed. Griffen, MOECC
Dr. Lynn Noseworthy, Medical Officer of Health, HKPR District Health Unit
Mr. Lorne Jackson, Jackson Water Conditioning Ltd.
Mr. Bryan Robinson, Director of Public Works, City of Kawartha Lakes
Mr. David Kerr, Supervisor of Water and Wastewater, City of Kawartha Lakes

Addresses of Lakeview Co-op members

[REDACTED] 19 McLernon St., Dunsford, ON, K0M 1L0
[REDACTED] 19 McLernon St., Dunsford, ON, K0M 1L0
[REDACTED] 16 Hollyville Blvd., Dunsford, ON, K0M 1L0
[REDACTED] 16 Hollyville Blvd., Dunsford, ON, K0M 1L0
[REDACTED] 16 Hollyville Blvd., Dunsford, ON, K0M 1L0
[REDACTED] 16 Hollyville Blvd., Dunsford, ON, K0M 1L0
[REDACTED] 9 McLernon St., Dunsford, ON, K0M 1L0

[REDACTED], 9 McLernon St., Dunsford, ON, K0M 1L0
[REDACTED], 11 McLernon St., Dunsford, ON, K0M 1L0
[REDACTED], 13 McLernon St., PO Box 1027, Dunsford, ON K0M
1L0
[REDACTED], 13 McLernon St., PO Box 1027, Dunsford, ON, K0M 1L0
[REDACTED], 5 McLernon St., Dunsford, ON, K0M 1L0
[REDACTED], 20 McLernon St., Dunsford, ON, K0M 1L0
[REDACTED], 16 McLernon St., Dunsford, ON, K0M 1L0
[REDACTED], 31 Birchcliff Ave., Dunsford, ON, K0M 1L0
[REDACTED], 10 McLernon St., Dunsford, ON, K0M 1L0
[REDACTED], 10 McLernon St., Dunsford, ON, K0M 1L0
[REDACTED], 12 McLernon St. and 18 Birchcliff Ave., Dunsford, ON,
K0M 1L0
[REDACTED], 12 McLernon St. & 18 Birchcliff Ave., Dunsford, ON,
K0M 1L0

The Corporation of the City of Kawartha Lakes

Council Report

Report Number WWW2018-004

Date: January 30, 2018

Time: 2:00 p.m.

Place: Council Chambers

Ward Community Identifier: All

Subject: **A By-Law to Regulate Water & Wastewater Services in the City of Kawartha Lakes**

Author Name and Title: **Amber Hayter, Supervisor of Water & Wastewater Operations**

Recommendation(s):

RESOLVED THAT Report WWW2018-004, “**A By-Law to Regulate Water & Wastewater Services in the City of Kawartha Lakes**”, be received;

THAT the by-law “A By-Law to Regulate Water & Wastewater Services in the City of Kawartha Lakes”, substantially in the form attached as Appendix ‘A’ to Report WWW2018-004, be approved and adopted by Council; and;

THAT a by-law to repeal By-Law 2011-260 “A By-law to Govern Water & Wastewater Services in the City of Kawartha Lakes” be brought forward for adoption.

Department Head:_____

Financial/Legal/HR/Other:_____

Chief Administrative Officer:_____

Background:

At the Council Meeting of December 13, 2011 Council adopted the following resolution:

**Moved by Councillor Dunn, seconded by Councillor Macklem,
RESOLVED THAT** a by-law to govern water and wastewater services in the City of Kawartha Lakes be read a first, second and third time, passed, numbered, signed and the corporate seal attached.

CARRIED CR2011-1418

By-law 2011-260 is a by-law that governs the water and wastewater services within the City of Kawartha Lakes. Since 2011, the by-law has had a number of amendments and consolidations, generally annually to update the water and sewer rates. The by-law has not undergone a comprehensive review since 2011.

The by-law describes both an owner's (occupier) and the City's responsibility surrounding the operation, installation, maintenance, use and payment for municipal water and wastewater services. The by-law also identifies processes to be followed, for example how to connect to the system.

The by-law also includes the water and sewer rates, which are set annually at budget time. Previously the by-law also included other fees that have recently been moved to the City's Consolidated Fees By-law.

At the Council meeting of July 11, 2017 Council adopted the following resolution:

CR2017-644

Moved By Councillor Veale

Seconded By Councillor Miller

RESOLVED THAT Report CORP2017-020, **10-Year Financial Plan**, be received;

THAT the 10-Year Financial Plan, attached as Appendix B to Report CORP2017-020, be adopted as a guiding framework for future operating and capital budgets and the transition to long-term financial sustainability;

THAT a transitional increase in tax-supported debenture funding of \$25,000,000 be approved for the purpose of implementing the 10-Year Financial Plan, and be maintained and reported on separately from other debt until it is retired;

THAT the capital projects identified in Appendix C to Report CORP2017-020 be financed by this debenture whereby the resulting displaced tax levy and reserve financing is transferred to the Capital Reserve or another reserve as may be required; and

THAT the tax-supported Infrastructure Levy be collapsed into the General Tax Levy and the water and wastewater Infrastructure Levies be collapsed into their respective fixed user fees.

A recorded vote was requested by Mayor Letham.

Recorded	For	Against	Absent
Mayor Letham	X		
Councillor Breadner		X	
Councillor Dunn		X	
Councillor Elmslie	X		
Councillor James	X		
Councillor Jilesen	X		
Councillor Junkin		X	
Councillor Macklem		X	
Councillor Martin	X		
Councillor Miller	X		
Councillor O'Reilly	X		
Councillor Pollard	X		
Councillor Seymour-Fagan	X		
Councillor Stauble	X		
Councillor Strangway	X		
Councillor Veale	X		
Councillor Yeo	X		
Results	13	4	0

CARRIED

This resolution has an impact on the manner in which user rates are charged. Although the majority of the content of the by-law remains unchanged there have also been a number of new policies, procedures, and organizational changes that need to be reflected within the by-law.

Bulk Water Fees

The City currently owns and operates four bulk water stations (3 in Lindsay and 1 in Fenelon Falls) where private individuals and commercial water haulers can purchase water. Two stations are coin operated with the remaining two a pre-paid card-lock system. Currently, the rate is set at the annual water consumption rate of \$2.71720 (2017) as per Schedule 'B' of By-law 2011-260. The City's general water users pay both the consumption rate and fixed rate and capital levy as identified in the by-law.

A review of 30 Ontario municipalities has revealed that the majority of those that provide bulk water services have a higher rate for bulk water than their normal consumption rate. The range varies, with municipalities on the low end only charging 2% more than their consumption rate, to some municipalities charging over 200% more than their consumption rate. The rates were therefore reviewed and consideration was given to amending them to reflect the actual costs of providing bulk water service. This is further discussed in the rationale section.

High Water Bill Adjustment Appeals Committee

At the Council meeting of October 10, 2017 the following resolution was adopted by Council:

10.3.3 CORP2017-026

Angela Vickery, Manager of Revenue and Procurement
High Water Bill Adjustment Appeals Committee

CR2017-878

Moved By Councillor Breadner

Seconded By Councillor Dunn

RESOLVED THAT Report CORP2017-026, **High Water Bill Adjustment Appeals Committee**, be received;

THAT By-Law 2011-260, being a By-law to Govern Water and Wastewater Services in the City of Kawartha Lakes, be amended to include terms of reference for a High Water Bill Adjustment Appeals Committee by adding the following:

High Water Bill Adjustment Appeals Committee: A High Water Bill Adjustment Appeals Committee is established to hear and rule on appeals against High Water Bill Adjustment decisions.

Authority: The High Water Bill Adjustment Appeals Committee may

recommend to Council approval of high water bill adjustments without prejudice or precedent to any other similar matter.

Composition and Appointment: The High Water Bill Adjustment Appeals Committee shall be comprised of three members of Council appointed by Council.

Term: The Term of the Appointment of the High Water Bill Adjustment Appeals Committee shall be the same as the term of Council.

Administration: The High Water Bill Adjustment Appeals Committee shall ensure that a member of City staff is assigned the role of secretary to the Committee with duties and obligations required in accordance with the Municipal Act.

Governance: The High Water Bill Adjustment Committee shall be governed by this by-law and the City's Procedural By-Law, as amended from time to time by Council.

And;

THAT the necessary amending by-Law be brought forward for adoption.

CARRIED

This report addresses this resolution along with the required updates included in the by-law.

Rationale:

Considering the number and the significance of the changes a new by-law is being brought forward for adoption. The new by-law will simplify and clarify water and wastewater requirements and fees by ensuring they are consolidated in one document. As well the new by law will incorporate all of the new changes and relevant content from the current 2011-260 by-law.

The key changes made to the by-law are as follows:

- Section 2.00 Administration – With organizational changes that took effect January 1, 2016, responsibilities for design and construction of water and wastewater systems and the service connection process moved from the Director of Public Works to the Director of Engineering and Corporate Assets. The administration of the by-law has been updated to reflect the shift in responsibilities.

- Section 5.00 Water and Sanitary Sewer Service Connections and Applications – updated to reflect new process for connection which is administered by Engineering and Corporate Assets.
- Section 8.00 Construction Water – Updated to accurately reflect process to include for collection of fees at building permit stage.
- Section 15.00 Water for Fire Extinction – inclusion of requirement for installation of Backflow Prevention Device on fire line based on site specific criteria.
- Section 17.00 Cross Connection and Backflow Prevention – update section to be consistent with the draft Water System Cross Connection Control Policy and Management Directive, removing some process based items from by-law to be included in policy and management directive. Enforceable clauses have been left in the by-law.
- Schedule 'A' of By-law 2011-260 has been removed from the by-law and all applicable fees were incorporated into the City's Consolidated Fees By-law to ensure fees were consistent across all departments and to make it easier to update as required with all other City user fees.
- Based on the Council Resolution CR2017-644 from the July 11, 2017 Council Meeting, the water and wastewater infrastructure levies have been collapsed into their respective fixed rates. This has been reflected in the revised Schedule 'A' to the new by-law and also requires the removal of Section 23.05 r.1) and 23.05 t.1) from By-law 2011-260.
- Addition of Section 24.00: High Water Bill Adjustment Appeals Committee as per Council Resolution CR2017-878.
- Revision of Section 26.00: Enforcement, Offence and Penalties to be consistent with the City's regulatory by-law template.

Bulk Water Fees

Based on the survey of surrounding municipalities, most other municipalities are charging a separate Bulk Water Rate that is typically more than the general consumption rate. The Water and Wastewater Division is recommending that an amended fee for Bulk Water be incorporated into the by-law. The consumption rate is considered the revenue collected to support the production of drinking water. Fixed Rates are collected to fund the ongoing maintenance, replacement, renewal and upgrades to the infrastructure required to produce safe drinking water. Infrastructure is still required to produce and transport the water dispensed at the bulk water stations, including the continual maintenance required on the specialized dispensing equipment at each station. Currently these users are not contributing to this maintenance, upgrades, or replacement of the infrastructure. With such a wide range on percentages of other municipalities, the Water & Wastewater Division is confident an initial 20% bulk water surcharge over the consumption rate for 2018 would help support the maintenance and infrastructure upgrades at the facilities. This would be a proposed bulk water fee of \$3.26064/m³, which is \$0.54344/m³ over the current consumption rate. It is also recommended that two further phased in increases

to the surcharge are approved which will increase the bulk water rates to 30% surcharge over the consumption rate for 2019 and a 40% surcharge over the consumption rate for 2020.

Other Alternatives Considered:

Council could choose not to approve the new by-law, however it would remain outdated and may not accurately reflect current policies.

Council could choose not to approve a new Bulk Water Fee and keep the rate the same as the Consumption Rate already included in the by-law.

Financial/Operation Impacts:

Financial impacts related to the proposed new Bulk Water Fee could potentially result in additional revenue of approximately \$19,000 based on quantities of water sold from the bulk water stations in 2017. This additional revenue would help support the ongoing maintenance and upgrades required for both the bulk water dispensing equipment and facility infrastructure required to produce and transport the drinking water.

Relationship of Recommendation(s) To The 2016-2019 Strategic Plan:

Ensuring that the by-law is kept current with various legislation, guidelines, policies and procedures will further help the City's Goal of A Healthy Environment, specifically protecting and enhancing water quality.

The by-law helps support Enabler 4.3: Environmentally efficient municipal infrastructure with the development of operations and procedures that foster environmentally efficient municipal infrastructure.

Consultations:

Manager, Environmental Services
Chief Building Official
Manager, Municipal Law Enforcement
Director, Engineering & Corporate Assets
Senior Engineering Technician, Development
Senior Accounts Clerk

Attachments:

Appendix A – By-Law 2018-XXX “A By-Law to Regulate Water and Wastewater Services in the City of Kawartha Lakes



2018- By-law to
Regulate Water and \

Appendix B – By-Law 2011-260 Consolidated “A By-Law to Govern Water & Wastewater Services in the City of Kawartha Lakes”



Appendix B - By-Law
2011-260 Consolidated



Appendix B - By-Law
2011-260 Consolidated

Department Head E-Mail: brobinson@kawarthalakes.ca

Department Head: Bryan Robinson

The Corporation of the City of Kawartha Lakes

By-Law 2018-____

A By-law to Regulate Water and Wastewater Services in the City of Kawartha Lakes

Recitals

1. The *Municipal Act, 2001*, S.O. 2001, c.25 allows municipalities to pass By-laws governing public utilities and permitting the setting of fees and charges related to the supply of water and wastewater services to the public.
2. The *Municipal Act, 2001*, S.O. 2001, c.25, sections 79 and 80, allow a municipality to have reasonable access to buildings and land supplied with water to maintain the system.
3. The *Municipal Act, 2001*, S.O. 2001, c.25, section 83 allows for a municipality to require security be given for payment of the proper fees and charges for the supply of the public utility or for extending the public utility to the land.
4. It is deemed prudent to enact rules and regulations to provide for the management and general maintenance of municipal water and wastewater works and fixing the rates and charges to be paid by owners and occupiers. Also due diligent to ensure an acceptable level of service meeting or exceeding Ontario Provincial Standards, Ministry of the Environment and Climate Change Guidelines and special Conditions and Requirements of the City of Kawartha Lakes.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2018-____.

Section 1.00: Definitions and Interpretation

1.01 **Definitions**: In this by-law,

“**Agent**” means a person authorized to act on another’s behalf;

“**Applicant**” means the owner of the premises for which water or sewage works are being sought or the authorized agent of the owner;

“**Automated Meter Reading Program**” means the programs or projects as may be adopted by the City, for the supply and installation of water meters and a radio communications network capable for reading, transmitting and collecting water meter readings throughout the City and includes all related equipment, software and hardware;

“**Backflow Prevention Device**” means a device or system that prevents backflow or back-siphonage into the waterworks and is designed to prevent contamination of the waterworks or water supply;

“**Building**” means a building or structure as defined in the *Building Code Act*;

“**Building Code Act**” means the *Building Code Act, 1992*, S.O. 1992, C. 23, as amended and includes the regulations thereunder;

“**Building Permit**” means a permit issued under the Ontario *Building Code Act*,

“**By-Law**” means this By-law, as may be amended from time to time. The Recitals to, and the Schedules attached to this By-Law are considered integral parts of it;

“Chief Building Official” (CBO) means the Chief Building Official, appointed pursuant to the *Building Code Act*;

“City”, “City of Kawartha Lakes” or “Kawartha Lakes” means The Corporation of the City of Kawartha Lakes and includes its entire geographic area;

"City Clerk" means the person appointed by Council to carry out the duties of the clerk described in section 228 of the Municipal Act, 2001;

“Connection Charge” means the charge payable when required as a condition of a severance or when a property is connected to a water and/or sanitary sewer service, to finance the installation and connection of a water or sanitary sewer service from the watermain or sewer main to the property line;

“Consolidated Fees By-Law” means By-Law 2017-203 “*A By-law to Amend By-law 2016-206, the Consolidated Fees By-law in the City of Kawartha Lakes*”, as amended;

“Contractor” means a person, partnership, or corporation who contracts to undertake the execution of work commissioned by the owner or the City to install or maintain mains, service mains, services, hydrants and other appurtenances. When work is undertaken on City owned property the contractor must be approved by the City;

“Council” or “City Council” means the municipal council for the City;

“Cross Connection” means any actual or potential connection between the waterworks and any source of pollution, contamination, or other material or substance that could change the quality of the water in the waterworks. This includes any bypass, jumper connection, removable section of pipe, swivel or changeover device, and any other temporary or permanent connecting arrangement through which backflow can occur. Individual protection would be installed on fixtures or appliances that have the potential of contributing to a cross connection;

“CSA-B64 Series Standards” means the Canadian Standards Association standard for Backflow Preventers and Vacuum Breakers, as amended;

“Delinquent Account” means an account for service issued by the City which remains unpaid after the due date;

“Director of Public Works” means the person who holds that position and his or her delegate(s) or, in the event of organizational changes, another person designated by Council;

“Director of Engineering and Corporate Assets” means the person who holds that position and his or her delegate(s) or, in the event of organizational changes, another person designated by Council;

“Dwelling Unit” means a unit that is operated as a housekeeping unit, used or intended to be used by one or more persons and usually containing cooking, eating, living, sleeping and sanitary facilities;

“Fire Code” means the Ontario Regulation 213/07 made under Part IV of the *Fire Protection and Prevention Act*, 1997, S.O. 1997, c.4;

“Flat Rate” is the fee charged when there is no meter available to measure consumption for billing purposes and based upon average consumptive usage of 178 m³ annually.

“Frontage” is defined as:

- (a) Where the property is zoned agriculture, the length shall be the frontage of the residential usage portion only;
- (b) Where the property is not zoned for agricultural use, the length shall be the frontage along which the main runs;

- (c) Where a property is serviced on more than one side, the length shall be calculated for the side from which the property is being serviced;

“Frontage Charge” means the charge payable, based upon the frontage of the property, when required a condition of a severance or when a property is connected to a water and/or sanitary sewer service that hasn’t already been levied, to finance the maintenance, replacement and rehabilitation of existing underground infrastructure. Frontage charges are not the same as Development Charges imposed by City by-law, as applicable;

“Guidelines” means and is not limited to the Public Works/Engineering Services Subdivision/Site Plan Development Guidelines and Technical Standards for the City of Kawartha Lakes, and/or Design Guidelines for Drinking Water Systems 2008 by the Ministry of the Environment, and/or Design Guidelines for Sewage Works 2008 by the Ministry of the Environment, as applicable and amended;

“Irrigation Systems” means equipment, which includes sprinkler heads, piping and other components used primarily to apply water to vegetation;

“Inspection” includes:

- (a) An audit;
- (b) Physical, visual or other examination;
- (c) Survey;
- (d) Test; and
- (e) Inquiry;

“Licensed Operator” means for the purposes of this By-Law a person in good standing with the Ontario Water Wastewater Certification Office (OWWCO) and maintains a minimum Class I in Water Treatment, Water Distribution, Water Distribution and Supply, Wastewater Treatment and/or Wastewater Collection. The license held must be applicable to the system for which one is performing the work in.

“Manager of Environmental Services” means the person who holds that position and his or her delegate(s) or, in the event of organizational changes, another person designated by Council;

“Manager of Revenue and Taxation” means the person who holds that position and his or her delegate(s) or, in the event of organizational changes, another person designated by Council;

“Meter” means the device, which is the property of the City of Kawartha Lakes which measures and records the quantity of water passing through it and is read, serviced, maintained, and supplied by the City;

“Meter Chamber” means a device for the protection of a meter;

“Metered Water Systems” shall include City-owned systems where water is supplied to the customer using a measurement on a consumption meter;

“Municipal Act, 2001” means the *Municipal Act, 2001* S.O. 2001, c.25, as amended;

“Municipal Property” means any lands/property owned by the City and/or easements, rights-of-way and/or road allowances in favour of the City;

“Municipal Law Enforcement Officer” means a peace officer appointed by Council pursuant to section 15 of the *Police Services Act*, R.S.O. 1990, c. P. 15, for the purpose of enforcing municipal By-laws;

“Occupier” means a person residing on or in a property; a person entitled to the possession of the property if there is no other person residing on or in the property; and a tenant or leaseholder; and, where that

person is a corporation, shall include the officers, directors and shareholders of that corporation. An occupier includes an occupant;

“Other Charges” means those charges related to repairs, installations, services rendered, or other expenses, exclusive of charges included in water rates, frontage charges and sewage service rates, payable by the consumer as provided for in this By-Law or as directed by City Council;

“Owner” means a person that has any right, title, estate, or interest in a property, other than that of only an occupant and, where that person is a corporation, shall include the officers, directors and shareholders of that corporation, and shall include any person with authority or power over or control of that property on behalf of an owner. An owner includes a developer;

“Person” means a natural person, an association, a partnership or a corporation and the heirs, executors, administrators or other legal representatives of a person to whom the context can apply according to law;

“Premises” means any house, tenement, building, lot, or part of a lot, or both, in, through, or past which service pipes run;

“Private Hydrants” are situated within the limits of the property owned or occupied by the owner or occupier of the water, and/or installed at such locations to serve as exclusive fire protection for said buildings at such a site complex, i.e., institutions, condominiums, community centers, schools, etc.;

“Private Water Service Pipe” means the pipe, fittings and appurtenances which convey water from the water service connection at property line to a water meter, or to the point where the pipe and fittings connected to the water service connection enters a building or structure if there is no water meter;

“Private Sanitary Sewer Service Pipe” means the pipe, fittings, and appurtenances which convey wastewater from a building or structure to the property line.

“Property” includes but is not limited to both public and private lands, a house, building, structure, lot or any part of a house, building, structure or lot within the City, and is adjacent to water and/or sewage works and may be entitled to a service connection;

“Qualified Person” means a person whom meets the following requirements: is registered with the City’s Cross Connection Control Program; holds a valid and current Certificate of Achievement in Cross Connection Control endorsed by the Ontario Water Works Association (OWWA); is in possession of a current calibration certificate as required for the testing equipment to be employed; maintains commercial general liability insurance; and is authorized to perform the inspection and testing requirements of the program;

“Remote Readout Unit” means any device that is used to record or transmit, or both, the water consumption reading of a water meter and may be installed at a separate location from the water meter but does not include the water meter register;

“Sanitary Sewer” means the pipe, valves and fitting attached thereto, which transport and collect wastewater from abutting properties and general area;

“Sanitary Sewer Service Pipe” means the pipe and fittings that convey wastewater from the inside of an exterior wall of a structure to a connection on a main;

“Service Box” means the structure that houses the shut off valve;

“Service Connection” means water and/or sanitary sewer service connection;

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

“Shut-off Valve” means the valve on or at water service connection owned and used by the City to shut off or turn on the water supply from the waterworks to a property. May also be referred to as curb stop;

“Special Meter Reading” means a reading taken by a person authorized by the City to read a meter for billing purposes at a time other than the normal billing cycle reading;

“Sprinkler System” means a dedicated water service installed to a building complex required by the *Ontario Building Code* or the *Ontario Fire Code* for the exclusive purpose of fire suppression of said structure;

“Streetline” means the boundary of private property which adjoins municipal property;

“Substantially Demolished” means the demolition of more than 50% of the exterior walls of the first story above grade of a building or structure, whether or not it is subsequently replaced;

“Supervisor, Overall Responsible Operator” means the person who holds that position and his or her delegate(s) or, in the event of organizational changes, another person designated by Council;

“Supervisor, Water and Wastewater Operations” means the person who holds that position and his or her delegate(s) or, in the event of organizational changes, another person designated by Council;

“Tenant” means a person that pays consideration to use or occupy land, a building or other property owned by another;

“Temporary Water Service” means:

- (a) A pipe installed from a public waterworks by the City, for a City project, and for a specified temporary period of time; and
- (b) A pipe installed with the permission of the Director for construction purposes;

“Treasurer” means the person within the administration of the City, which fulfills the function of the Treasurer as required by the *Municipal Act, 2001*, S.O. 2001, C.25;

“Valve” means a device for controlling the flow of water through a pipe. A valve on a service connection is also referred to as a stopcock, curb stop or shut-off valve;

“Water” means potable water supplied by the City;

“Water Account” means a record of water consumption and all fees and charges related thereto at and for a property;

“Watermain” means the pipe, valves and fittings attached thereto which transport and distribute water to abutting properties and/or general area;

“Water Service Pipes” means the pipe fittings that convey potable water from a connection a main or private main to the meter location, or, for a fire service, to the inside of the exterior wall of a structure;

“Water Works System” includes but is not limited to buildings, structures, plants, equipment, appurtenances, devices, conduits, intakes, outlets, underground pipelines and installations, and other works designed for the treatment, transmission, distribution and storage of water and includes lands appropriated for that purpose;

“Zone or Area Protection” is provided within a building or area of a building where a cross connection could occur due to installed equipment or work being performed.

1.02 **Interpretation Rules:**

- (a) The Schedules attached to this by-law form part of the by-law, and are enforceable as such.
- (b) The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.

1.03 **Statutes:** References to laws in this by-law are meant to refer to the statutes, as amended from time to time, that are applicable within the Province of Ontario.

1.04 **Severability:** If a court or tribunal of competent jurisdiction declares any portion of this by-law to be illegal or unenforceable, that portion of this by-law shall be considered to be severed from the balance of the by-law, which shall continue to operate in full force and effect.

Section 2.00: Administration

2.01 The Director of Public Works shall oversee:

- (a) The operation and maintenance of the City’s water and wastewater systems.

2.02 The Director of Engineering and Corporate Assets shall oversee:

- (a) Development and implementation of standards and specifications governing the design and construction of the City’s drinking water and wastewater systems; and
- (b) The service application, review and installation process

2.03 Should emergency conditions arise that imperil the municipal water supply or its distribution, the Director of Public Works has the authority to:

- (a) Take all remedial measures as deemed necessary to protect public health, which may include limiting or stopping the supply of water in any area and restricting the use of water for any specific purpose;
- (b) Expend money and employ workers as needed to restore the City’s drinking water system; and
- (c) Report to Council as soon as practical after such measures are taken.

2.04 The Treasurer shall be responsible for:

- (a) Arranging for the installation and repair of fixed water meter reading equipment;
- (b) Administering water meter reading;
- (c) Establishing water and wastewater rates;
- (d) Accounting;
- (e) Billing;
- (f) Collecting fees and charges;
- (g) Issuance of water certificates in conjunction with a final reading of the City meter and a final bill to the owner of the property when a written request has been received and the charge established in the Tariff of Fees By-Law has been paid; and
- (h) Limiting or stopping the supply of water when there has been default of payment in accordance with the City’s Water and Wastewater Billing and Collection Policy, or this By-law, as amended from time to time.

Section 3.00: Use and Receipt of Water

- 3.01 No person shall use, cause or permit water to be used other than in connection with the property to which it is supplied without prior written permission of the City, other than by authorized Kawartha Lakes Fire Services personnel acting in the course of their duties or other City personnel acting in the course of their duties.
- 3.02 No person shall sell water or otherwise similarly dispose of water without the prior written permission of the City, other than by authorized Kawartha Lakes Fire Service personnel or other City personnel acting in the course of their duties.
- 3.03 No person shall obtain water without paying the applicable charges, fees or rates for that water, except with the prior written approval of the City other than authorized Kawartha Lakes Fire Services personnel or other authorized City personnel acting in the course of their duties.
- 3.04 The City does not guarantee any pre-determined water pressure or flow, or guarantee the water supplied to be free of colour, turbidity, taste or odour at all times.

Section 4.00: Installation and Maintenance of the Distribution and Collection Systems

- 4.01 Any and all work having to do with the supply of water and collection of wastewater, with the laying, repairing, renewing or the taking up of a watermain, sanitary sewer or service pipes on municipal property shall only be carried out where authorized by the officers, agents or servants of the City.
- 4.02 Any persons before proceeding with, or authorizing any construction, that will occur under, across or along any watermain, sanitary sewer or other water or sewage works forming any part of the City's system(s), shall seek approval from the City by providing in writing of their intention to proceed with the same. If, in the opinion of the City, it becomes necessary to support or relocate any watermain, sanitary sewer or other water or sewage works, the cost of such work shall be at the sole expense of the applicant. The City has the authority to supervise and/or direct such works, which shall be at the sole expense of the applicant.
- 4.03 No person, except those authorized by the City, shall:
 - (a) Tap-off, interfere or make any connection with a watermain and/or sanitary sewer;
 - (b) Turn off, turn on or interfere in any manner with any watermain valve;
 - (c) Turn off, turn on or interfere in any manner with any service pipe; or
 - (d) Extend any watermain and/or sanitary sewer belonging to or that in the opinion of the City forms part of the City's waterworks and sewage works.
- 4.04 The City shall undertake only the following works on private property:
 - (a) Such works as are necessary in connection with City owned meters, or other components of the waterworks system; and
 - (b) Inspection, disinfection, and testing of the installation or repair of private water services, as required by the City.
- 4.05 Where, on an emergency basis, the City assists the owner, at the owner's request, in the repair of a private service on that owner's property, all work performed by the City to assist the owner in that regard shall be performed at the owner's risk and cost. The owner shall have no claim whatsoever against the City for reason of that work.

Section 5.00: Water and Sanitary Sewer Connections and Applications

- 5.01 **New or Changed Connections:**

- (a) No person, including the owner or occupier, shall erect or cause to be erected any building, except an ancillary building, on lands serviced by the water and/or sewage works unless the building to be erected is connected to the water and/or sewage works.
- (b) No person, including the owner or occupier, shall connect to the City's water and/or sewage works or make changes or alterations to an existing connection to the City's water and/or sewage works without the written approval of the Director of Engineering and Corporate Assets and in compliance with this By-Law.

5.02 Application for Connection:

- (a) All persons who requires or requests water to be supplied to a property or collection of wastewater or a change or alteration to the existing water or sanitary sewer connection in relation to a property shall submit a Municipal Service Connections Application to the City to determine if services are available to the subject property.
- (b) The Municipal Services Connection Application shall be accompanied by any and all plans as may be required by the City to determine if the application is in accordance with applicable Guidelines and the standards, specifications and requirements of this By-Law. The owner shall be responsible for the completeness and accuracy of the information furnished on the Municipal Services Connection Application and in the plans at the time of making the application.
- (c) No connections shall be made until confirmation has been received from the Engineering and Corporate Assets department, including but not limited to all fees paid.

5.03 Installation of Water and Sanitary Sewer Service Connection(s):

- (a) All work and materials shall conform to the current Guidelines.
- (b) All water and/or sanitary sewer connections within municipal property shall be constructed by an Service Connection Contractor approved by the City.
- (c) The City retains the right to inspect and/or supervise any and/or all work performed on private property that relates to the installation of a connection to a City service pipe, not under the jurisdiction of the *Building Code Act*. This may require the hiring of a Licensed Operator. If in the opinion of the City, the installation is not completed in accordance with all applicable laws, including, but not limited to, the *Building Code Act*, and/or the standards and specifications of this By-law, it shall be made to conform, at the owner's expense.
- (d) In the event that a person connects to the City's water and/or sanitary sewage works, and/or installs a water and/or sanitary sewer service connection in a manner other than provided for in this By-Law, the Director of Engineering and Corporate Assets has the authority to order, at the owner's expense:
 - i. Re-excavation of the connection for the purpose of inspection and testing and subsequent reinstallation of the works in compliance with this By-Law; or
 - ii. Disconnection of the service connection, which shall not be reinstalled and/or reconnected without the prior written permission of the appropriate Director and must be within full compliance with the requirements of this By-Law.
- (e) A separate and independent water and sanitary sewer service and water meter shall be required for:
 - i. Each single family dwelling, including separate living units that legally conform to Zoning By-Laws of the City of Kawartha Lakes;
 - ii. Each unit of a semi-detached building;
 - iii. Each dwelling unit of a linear row housing building or tenement;
 - iv. Apartment buildings;
 - v. Commercial buildings;
 - vi. Condominium apartment buildings; and
 - vii. Industrial buildings.
- (f) Each and every water service connection shall be equipped with a shut-off valve that shall be located on municipal property or a location authorized in writing by the Director of Engineering and Corporate Assets, such valve(s) shall be the property of the City.

- (g) Each and every water and sanitary sewer service connection shall be installed and connected to the City's watermain and/or sanitary sewer along the frontage of the property unless otherwise authorized in writing by the Director of Engineering and Corporate Assets.
- (h) A separate connection service meter installed for irrigation and/or fire sprinkler systems is not permitted.
- (i) Shut-off valves for all water services, irrigation and/or fire sprinkler systems shall be fully accessible to the City. If shut-off valves are not accessible, the City will undertake relocation work to ensure the valves are accessible. All costs associated with relocation shall be at the owner's expense.

Section 6.00: Private Water and Sanitary Sewer Service Pipes and Private Fire Service Mains

6.01 Installation and Inspection:

- (a) All private water and sanitary sewer service pipes and private fire service mains and their appurtenances shall be installed by the owner, at the owner's expense, in accordance with all applicable law including, but not limited to, the *Building Code Act*, Guidelines and this By-law.
- (b) All private water service pipes and private fire service mains 100 mm in diameter and larger shall be tested and commissioned in accordance with City Guidelines and AWWA standards by a Licensed Operator to the satisfaction of the City.
- (c) No owner shall install a private water or sanitary sewer service pipe or private fire service, or permit a private water service pipe, sanitary sewer service or private fire service main to be installed on that owner's property except where:
 - i. The watermain/sanitary sewer to which the connection is to be made is fully completed, tested and accepted by the City for operation;
 - ii. Water/sanitary sewer service connections have been installed to the satisfaction of the City; and
 - iii. The private fire service connections are installed to the satisfaction of the City.
- (d) In the event that a person installs or permits a private water/sanitary sewer service pipe or private fire service main to be installed in a manner contrary to this By-Law, the Chief Building Official has the authority to order the excavation of the installation and/or direct any other action as may be deemed necessary for the purpose of inspection and testing by the City, at the owner's expense.
- (e) If the City determines, after an inspection and testing, that a private water/sanitary sewer service pipe or private fire service main has not been installed in accordance with subsection 6.01 (a) of this By-Law, the Director of Engineering and Corporate Assets, Director of Public Works and/or Chief Building Official has the authority to direct the owner to perform the necessary work to ensure full compliance. All works shall be at the expense of the owner and shall be completed within a specified time period.
- (f) Where an owner fails to or refuses to perform the remedial work as directed under subsection 6.01 (e), the Director of Engineering and Corporate Assets, Director of Public Works and/or Chief Building Official has the authority to:
 - i. Issue an order to the owner to perform the necessary work, in addition to any requirements as determined by the Chief Building Official, to bring the private water and sanitary sewer service pipe and/or private fire service main, into full compliance with the applicable regulations, Guidelines and this By-Law; and
 - ii. Issue an order to disconnect the private service pipes and/or private fire service main from the water or sewage works.
- (g) Upon a disconnection by the Director of Engineering and Corporate Assets, Director of Public Works and/or Chief Building Official under subsection 6.01 (f) ii., the owner shall not reinstall a private water and/or sanitary sewer service pipe or private fire service main or both except:
 - i. Upon the prior written approval of the appropriate Director;

- ii. Upon the payment of all applicable fees and charges in respect to the disconnection; and
- iii. When work is in complete compliance with applicable Guidelines and this By-Law.

6.02 **Maintenance and Use:**

- (a) The owner or occupier of a property shall keep all private water/sanitary sewer service pipes and private fire service mains on that property, including but not limited to fittings, valves, meter chambers and supports thereof, in good working order and repair at all times.
- (b) The owner or occupier of a property shall repair any and all leaks, defects or malfunctions in, of, or on the private water/sanitary sewer service pipes or private fire service mains on that property, including leaks, defects or malfunctions related to valves, fittings or corroded piping, as soon as possible once they are made aware of any such leaks or defects or malfunctions, in accordance with all applicable City By-Laws and provincial legislation.
- (c) In the event that an owner or occupier fails to keep all private water/sanitary sewer service pipes and private fire service mains on that property, including but not limited to fittings, valves, meter chambers and supports thereof, in good working order and repair at all times or refuses to repair any and all leaks, defects or malfunctions in, of, or on the private water/sanitary sewer service pipes or private fire service mains on that property, including leaks, defects or malfunctions related to valves, fittings or corroded piping, the Director of Public Works is authorized to issue an order to the owner or occupier to do so.
- (d) The owner or occupier shall comply with an order issued under subsection 6.02 (c) no later than forty-eight (48) hours after issuance.
- (e) If an order is issued under subsection 6.02 (a), 6.02 (b) or 6.02 (c), the owner or occupier shall pay the amount specified in the City's Consolidated Fees By-law with respect to any water not registered by the meter or for any water loss, for each day an order of the Director under subsection 6.02 (d) is out of compliance.
- (f) Notwithstanding subsection 6.02 (e), where the owner or occupier can provide, to the satisfaction of the Director of Public Works, an accurate record of actual water loss as a result of the leak, defect or malfunction, the amount payable may be adjusted to be equal to the amount so recorded, to the satisfaction of the Director of Public Works.

6.03 **Investigation/Disputes:**

- (a) Where an owner or occupier disputes the City's determination of the location of a leak or defect in a service connection, the owner or occupier may apply in writing to the Director of Public Works to request the City to conduct an inspection of the service connection and to perform whatever excavation may be necessary.
- (b) The owner or occupier shall set out, in the application, the basis upon which the owner or occupier disagrees with the City's determination of the location of a leak or defect in a service connection.
- (c) If the Director of Public Works, determines that an inspection by excavation is necessary to determine the location or cause of the leak or defect, the owner or occupier requesting the inspection shall pay to the City the deposit specified in the City's Consolidated Fees By-Law, prior to the commencement of the excavation.
- (d) The deposit shall be in the form of either cash or a certified cheque, or applied to the owner or occupier's utility account, as may be determined by the Director of Public Works.
- (e) If, upon an inspection under subsection 6.03 (a):
 - i. A leak or defect is found by the City on the City's portion of the service connection, the City shall refund the deposit to the owner or occupier;
 - ii. No leak or defect is found by the City on the City's portion of the service connection, the Director of Public Works has the authority to determine the actual cost of the excavation, restoration and any other services or work performed by the City

- in relation to the inspection. Payment of those costs shall be the responsibility of the owner or occupier;
- iii. Should the actual cost of the work be greater than the deposit received under 6.03 (d), the owner or occupier shall immediately remit to the City the difference;
- iv. In the event the actual cost of the work is less than the amount of the deposit received under subsection 6.03 (d), the Director of Public Works shall authorize the refund of the difference to the owner or occupier. If the deposit was applied to the owner/occupier's utility account, a credit will be applied to the account.

Section 7.00: Demolitions

7.01 Demolition of a Building:

- (a) An application to disconnect services must be made on the approved form prior to a demolition permit being issued.
- (b) An owner who has received a permit to demolish a property shall notify the City in writing at least seven (7) days in advance of the date on which the water supply to the property is to be terminated, and shall make an appointment with, and provide access to the City to accommodate a final water meter reading, the removal of the water meter and the remote readout unit from the property, turn-off of the water supply at the shut-off valve and to allow for inspection of the plugged sanitary sewer service.
- (c) The owner or an agent of the owner shall be present at the property when the final water meter reading is taken, the water meter is removed, the water supply is turned off and the inspection of the plugged sanitary sewer service is complete.
- (d) The City may require that the services be disconnected and capped at the property line or at the watermain and/or sanitary sewer main, at the expense of the owner.
- (e) The owner shall pay the amounts specified in the Consolidated Fees By-Law, for the turn off of the water supply to the property and shall pay all City costs related to the disconnection of the water service connection from the water and sewage works in accordance with section 5.00 of this By-Law.
- (f) In the event an owner fails to provide access to a property prior to demolition of a building on the property, in accordance with subsection 7.01 (b), the owner shall pay to the City an amount equal to the cost of a new water meter and remote readout unit of the same type and size that was unable to be recovered by the Treasurer from the property in accordance with the amounts specified in the Consolidated Fees By-Law.
- (g) In addition to the amounts payable under subsection 7.01 (f), the owner shall also pay for the amount of water consumption from the last water meter reading date to the date of the disconnection of the water service connection from the waterworks, estimated by the Treasurer in accordance with subsection 10.03 (h).
- (h) Notwithstanding subsections 7.01 (e) and 7.01 (f), if the Treasurer determines that it is not necessary to recover a water meter from a property to be demolished, the Treasurer shall notify the owner in writing.
- (i) Upon receipt of a notice from the Director of Public Works following the inspection required under subsection 7.01 (b), and provided that the water meter has been removed or determined unrecoverable per subsection 7.01 (h), the owner may proceed with the demolition.
- (j) The owner shall be responsible for the payment of the fixed rate charge specified in Schedule "A" to this By-Law.

Section 8.00: Construction Water

8.01 Construction Water for Building:

- (a) For all newly constructed buildings where a Building Permit is issued and municipal water services are available, a construction water

charge as per the Consolidated Fees By-law will be charged at the time of Building Permit issuance.

- (b) The water shall be used solely for the construction of the building for which the building permit is issued, which includes normal concrete and masonry work and other minor uses on the subject property and shall not be utilized for compaction or lawn watering purposes.
- (c) The City is authorized to terminate the supply of water to a property where a person has been authorized for construction water use and is found to be using construction water for compaction, lawn watering, use in a model home or where construction water is used to service more than one separately assessed parcel of land or other purpose deemed to be unacceptable by the City.
- (d) The owner shall pay all costs for the installation of any temporary or permanent water service connection of any size and all costs for the disconnection of any temporary water service connection.
- (e) The commencement date shall be the date the construction water is connected by the City and is valid for a three-month period from that date.
- (f) Should construction water be turned on by someone other than the City, the owner will be charged for the construction water from the date of the building permit to the date of the installation and commencement of use of the water meter.
- (g) Once the water meter is installed, the owner shall be charged the current water rates for all water consumption registered on the water meter in place of the construction water rate specified in Schedule "A" of this By-Law.

8.02 Extension of Construction Water Use:

- (a) The owner of a property who is utilizing construction water, who has not installed a properly working water meter within the initial three-month period set out in subsection 8.01, may apply to the Treasurer for an extension of the permit beyond that initial three-month period.
- (b) The extension period set out in subsection 8.02 (a) shall be for no less than three additional months.
- (c) Where the extension of construction water use is applied for and the consumption is not metered, a payment for the supply of water for the full term of the applied-for extension, calculated in accordance with the amounts specified in the Consolidated Fees By-Law, shall be made by the building permit holder at the time the request for the extension is submitted.
- (d) Once the water meter is installed, the owner shall be charged the current water rates for all water consumption registered on the water meter in place of the construction water rate specified in Schedule "A" of this By-Law
- (e) The owner shall be entitled to apply for additional extension periods but must comply with the requirements of subsection 8.01 (a) and (b) with respect to each request for an extension.
- (f) The Treasurer shall shut off the supply of water to a property where an owner who is authorized for the use of construction water under subsections 8.01 (a) and 8.01 (b) has not installed a properly functioning meter and has not requested and/or received an extension for the use of construction water for the property beyond the end of the initial three-month term or any approved extension term.

8.04 Backflow Prevention – Construction Water:

- (a) A backflow prevention device shall be installed in accordance with the current CSA-B64 Series Standards on each and every temporary water service connection to private water service pipes.
- (b) The owner shall pay all costs associated with the supply, installation, replacement or repair, and testing of the backflow prevention device(s).
- (c) If the backflow prevention device is either missing or damaged, the Director of Public Works is authorized to immediately order the shut-off of the water supply to the property until such time that the backflow prevention device is either replaced or repaired.

8.05 Fire Hydrant Used for Construction Water:

- (a) If authorization in writing is granted by the City for the temporary use of a fire hydrant for the supply of construction water, a temporary hydrant meter, valve and backflow prevention device shall be installed on the hydrant.
- (b) The City shall supply, install and seal the temporary hydrant meter, valve and backflow prevention device.
- (c) The owner and/or contractor shall pay the temporary hydrant meter fee as established in the Consolidated Fees By-Law prior to the installation of the temporary hydrant meter. This fee includes supply and install of the temporary hydrant meter, valve and backflow prevention device.
- (d) The owner and/or contractor shall pay for all water supplied from the fire hydrant as per Schedule "A" of this By-Law.
- (e) The owner and/or contractor shall protect the temporary hydrant meter, backflow prevention device and fire hydrant from freezing or any other damage, at all times, to the satisfaction of the City.
- (f) If any loss or damage occurs to the temporary hydrant meter, backflow prevention device, valve or fire hydrant the owner shall immediately notify the City and shall pay all costs associated with the replacement or repair of the temporary hydrant meter, backflow prevention device or fire hydrant.

Section 9.00: Meter By-pass

- 9.01 No pipe connection shall be made to a water service pipe other than after the outlet side of the water meter, except where a by-pass around the meter has been approved in writing by the City.
- 9.02 An approved water meter by-pass shall be equipped with a shut-off valve that upon notification of its installation by the owner shall be sealed in the closed position by the City.
- 9.03 A properly installed by-pass, including sealed valve around the water meter shall be provided at the expense of the owner or occupier of the premises on which the water meter is located when required by the City.
- 9.04 No person shall break the City's seal on a by-pass valve, without the expressed authorization of the City.
- 9.05 If the owner or occupier fails or refuses to supply the by-pass pipe or valve(s) to the satisfaction of the City, the Director of Public Works has the authority to order the owner or occupier:
 - (a) To supply and install a new or replacement water meter by-pass pipe or valve(s);
 - (b) To remove any defective pipe or valve(s) and install new pipe or valve(s); and
 - (c) To repair and maintain the water meter by-pass pipe or valve(s), to the satisfaction of the City, at the owner or occupier's expense
- 9.06 An owner or occupier shall comply with a Director's order made under subsection 9.05 within seven (7) calendar days from issuance of the order.
- 9.07 If an owner or occupier fails to comply with a Director's order made under subsection 9.05 within the time required, the Director may undertake the work, at the owner's or occupier's expense, in accordance with Section 27.00 of this By-Law.
- 9.08 **Water Meter Chamber:** Where a meter chamber is required as determined by the City, the meter chamber shall be provided with a readily accessible remote reader in accordance with the City's current Guidelines.

Section 10.00: All Water Metered

10.01 Provision for Water Meter:

- (a) An owner of a property shall ensure that provision is made in the piping system of all existing, new and renovated buildings for the installation of a water meter of the same diameter as the private water service pipe in accordance with the City Guidelines.

- (b) A water meter shall be located at the point at which water service pipes enter the building unless directed by the City in writing, that another location may be used.
- (c) If a water meter cannot be located as stated in 10.01 (b) and determined by the City, it shall be equipped with a remote reader. The location of the remote reader shall be determined at the sole discretion of the City.
- (d) Additional, private meters or water meters required by this By-Law may only be installed by the owner at the discretion of the City.

10.02 **Notification by Owner:** Upon receipt of an approval from the Chief Building Official (CBO) for the installation of new plumbing or for all new or replacement private water service pipe installations, where a water meter is required to be installed under this By-Law, the owner shall immediately notify the Treasurer when the property is ready for the installation of the water meter.

10.03 **Water to be Metered:**

- (a) All water supplied by the City and consumed on the property shall pass through a meter owned by the City, save and except as stipulated in Section 3.00 and Section 8.00 of this By-Law, for use on the property unless the water in question is authorized by this By-Law to be used for fire protection, and shall be charged for at such rates as attached as Schedule "A", amended from time to time by Council.
- (b) Water meters shall be installed at a time determined by the City and shall be installed, maintained, repaired and disconnected by only employees or agents of the City.
- (c) Every water meter installed on a property shall be inspected and sealed by the City at or about the time of installation.
- (d) For water services not measured by a water meter, the Treasurer shall send a letter to the owner or occupier identifying a timeframe when a water meter will be installed.
- (e) If the property owner or occupier fails to contact the City to confirm the appointment, or to set an alternate date or time within ten (10) business days of the date of the letter, as referenced in subsection 10.03 (b), the Treasurer shall send a further letter by registered mail advising of the water meter installation date.
- (f) If the owner or occupier fails to respond to the letter referenced in subsection 10.03 (d), the Treasurer shall issue a final notice by registered mail stating that if the owner or occupier does not make suitable arrangements within five (5) business days for the installation of a water meter on the property, water services may be terminated with all costs for shut-off and turn-on to be added to the account in accordance with the Consolidated Fees By-Law. The Treasurer has the authority to issue an order under subsection 10.06 (b).
- (g) Water service discontinued as a result of action under subsection 10.03 (e) shall remain turned off until such time as a water meter has been installed and the provisions of this By-Law are complied with in full.
- (h) The water meter shall be prima facie evidence of the quantity of water supplied by the City.
- (i) In the event that a meter is found to not be registering, or is not registering correctly, the Treasurer has the authority to charge for consumption at the average rate for the previous year or, at a reasonable rate to be determined by the Treasurer.

10.04 **Supply and Payment for Water Meters:**

- (a) The City shall be the sole supplier of all water meters registering consumption of water supplied and billed by the City.
- (b) Strainers and connection fittings including water meter flanges to be attached to the water meter shall be provided by the City when required.
- (c) The City shall retain ownership of all water meters, strainers and connection fittings including the water meter flanges supplied by the City.

- (d) The owner or occupier shall pay the amounts specified in the Consolidated Fees By-Law for the water meter supplied by the City in accordance with subsection 10.04, at the time of Municipal Service Connections Application and/or Building Permit issuance, except where:
 - i. The property is a property to which the City supplies water meters as part of the automated meter reading program and replacement program; and
 - ii. The program exempts such fees and charges.
- (e) No water and sanitary sewer service connection shall be approved by the City until all amounts required to be paid under subsection 10.04 (d) have been received.

10.05 Supply of Water – New Installation:

- (a) No person shall turn on the water supply to a property other than authorized Kawartha Lakes Fire Services personnel or other authorized City personnel acting in the course of their duties or as an authorized agent or contractor of the City expressly acting within the scope of their work or services, until the City has inspected and sealed the water meter installed at the property.
- (b) In the event that water supply to a property has been turned on prior to the City's inspection and sealing of the water meter at the property, the City shall immediately, without notice, terminate the supply of water to the property.

10.06 Refusal to Install:

- (a) Under a universal metering program or automated meter reading program, no owner or occupier shall refuse or obstruct the City in the installation of:
 - i. A water meter and related items; and
 - ii. Automated meter reading equipment.
- (b) In the event that the owner or occupier refuses to allow the City to install a water meter and/or any related items and equipment as required, the Director of Public Works or Treasurer may issue an order to the owner to do so.
- (c) The owner or occupier shall comply with an order issued under subsection 10.06 (b) no later than seven (7) days after issuance.
- (d) If an owner or occupier fails to comply with an order under subsection 10.06 (b), the City may undertake the work at the owner's expense in accordance with subsection 27.04 (a).

10.07 Remote Readout Unit and Remote Readout Unit Wire:

- (a) For each water meter at a property, the City may provide each metered property with a remote readout unit(s) and a wire for each remote readout unit.
- (b) The City shall be the sole supplier of remote readout units and wires to each property.
- (c) Ownership of the remote readout unit(s) and wires shall remain with the City.
- (d) The owner or occupier of a property shall protect the remote readout unit and wire from damage.
- (e) The City shall inspect and connect the new wire or remote readout unit installation, and the owner of the property shall provide access to the City to do so.
- (f) If the wire or the metallic electrical conduit required becomes damaged, the City shall provide and install new wire and conduit at the owner's or occupier's sole expense, as per the Consolidated Fees By-Law.
- (g) If the remote readout unit becomes damaged, the owner or occupier of the property shall pay the full cost to the City for the City to supply and install a new remote readout unit, and any protective device, as specified in the Consolidated Fees By-Law.
- (h) An owner or occupier of the property shall ensure that the remote readout unit is easily accessible to the City, in a location approved by

the City, at all times, and at no time shall access to it be obstructed or denied.

10.08 Bulk Water:

- (a) Water obtained from a City owned bulk water fill station shall be metered and bulk water consumption fees as per Schedule “A” to this By-Law shall be paid.
- (b) There shall be no mixing of pesticides or other chemicals deemed to be harmful to bulk potable water by the City on City owned property where there is a bulk water fill station.
- (c) It is the responsibility of the person obtaining water from the bulk water fill station to supply their own connections, hoses, containers, etc. that have been strictly used for potable water.

Section 11.00: Care and Operation of Meter

11.01 Owner’s or Occupier’s Responsibility:

- (a) The owner or occupier of the premises on which a water meter is to be located shall be responsible for:
 - i. Paying the fee for the supply and installation of the water meter and remote reader in accordance with the Consolidated Fees By-Law;
 - ii. Protecting the water meter and remote reader from damage including freezing or destruction;
 - iii. Providing at all time easy access to the water meter and remote reader to the City for the purposes of meter reading, checking, repairing, installation and removal in accordance with subsection 12.02 of this By-Law;
 - iv. Paying the cost to repair or replace a damaged or stolen water meter or remote reader; and
 - v. Paying the cost to change the size of a water meter due to change in water use.
- (b) An owner or occupier shall be responsible for any and all water loss or water discharge that occurs and may be a result of, but not limited to: freezing, hot water, damage from any cause in a private water service pipe, private water system or private fire service main on that owner’s property.
- (c) Thawing of frozen water service pipes shall be the owner’s or occupier’s responsibility.
- (d) Charges as a result of replacement of a damaged meter shall be added to a subsequent water/wastewater utility bill.
- (e) An owner or occupier shall immediately notify the City of any breakage, stoppage or irregularity of performance issues related to the water meter.
- (f) If a water meter is lost or damaged, the owner or occupier shall immediately notify the City. The City will undertake any repair or removal of a damaged water meter or the installation of a new water meter of a similar size and type or both, all at the expense of the owner or occupier.
- (g) The City shall not be responsible for any damage to buildings or property in the course of, the installation, maintenance, repair or disconnection of any water meter, provided that the employees or agents of the City in the course of such installation, maintenance, repair or disconnection of any water meter, provided that the employees or agents of the City in the course of such installation, maintenance, repair or disconnection have taken reasonable care.
- (h) In the case of a property subject to meter installation or replacement under a universal metering program or automated meter reading program, the City may install the water meter, conduit and wire for the remote readout unit and automated meter reading equipment.

- 11.02 Relocation of Water Meter:** No person shall change or permit to be changed, the location of a water meter at a property following installation to the satisfaction of the City, without the prior written consent of the City.

Section 12.00: Water Meter Inspection

12.01 Water Meter Interference:

- (a) No person, except a person authorized by the City shall open, or in any way alter or tamper with any water meter or seal, or undertake any action(s) that interfere with the proper registration of the quantity of water that passes through a water meter or ought to pass through a water meter.
- (b) No person shall connect or permit to be connected any pipe or other object to a private water service pipe upstream of a water meter or the by-pass pipe and valves.
- (c) If the City determines that a seal on a by-pass valve or a water meter has been tampered with or is broken, the City may chain or lock the by-pass valve in the closed position and may reseal the water meter at the owner's expense.
- (d) The seals placed upon the meters and by-pass valves shall only be broken by the City in the course of maintaining and operating the meter and the by-pass valves.
- (e) In the event that the seals are discovered to be broken, the City may cause an investigation to be made.

12.02 Access:

- (a) Every owner and occupier shall, at reasonable times and on reasonable notice, permit the City to have free, clear and unobstructed access to a property and to the location where a water meter is to be installed in or on a property or to permit the City to test, read, repair, maintain, alter, disconnect, remove, replace or install a water meter or seal a water meter that has been installed.
- (b) Notwithstanding the generality of subsection 12.02 (a), the location of a water meter shall be made accessible without the use of a portable ladder or the necessity of climbing over or removal of an obstacle.
- (c) When requested by the City, an owner or occupier, shall permanently remove any insulating or other material from, on or around a water meter to provide the City with full, unobstructed access to the water meter.
- (d) Any replacement of the material referenced in subsection 12.02 (c) shall be undertaken by the owner or occupier at the owner's or occupier's sole expense in accordance with applicable Guidelines for water meters and all applicable law, including but not limited to the *Occupational Health and Safety Act*.
- (e) As part of an inspection, the City shall at all times be permitted to take photographs, including digital images, of any water meter, private meter, by-pass pipe and valves, inlet and outlet valves, backflow prevention device, private water system, private water service pipe, private fire service main or water meter chamber.

12.03 Any owner or occupier who fails to report to the City that a meter has been installed, shall be back-charged to the date the occupancy permit was issued, for water consumption and wastewater use (where applicable) and include a fixed rate charged on a prorated basis, to be estimated at the discretion of the Treasurer.

Section 13.00: Meter Reading

13.01 Every owner and occupier shall, at reasonable times and on reasonable notice, permit the City to have free, clear and unobstructed access to that person's property and to the location where a water meter is installed on that property to permit the City to read the water meter which has been installed.

Section 14.00: Meter Testing On Request of Owners/Occupiers

14.01 Any meter shall be removed and tested upon the written request of the owner or occupier to determine if the water meter is over-registering the amount of water consumed at the property.

- 14.02 If the water meter is found to register correctly, slowly or not to exceed three percent (3%) in favour of the City of the actual flow, the person requesting meter removal and testing shall pay the expense of removing and testing the meter.
- 14.03 The minimum charge for testing a meter shall be in accordance with the Consolidated Fees By-Law. If said meter test shows the meter to be registering incorrectly, no charge for testing shall be levied in accordance with the Consolidated Fees By-Law.
- 14.04 Charges incurred under subsection 14.03 shall be added, if required, to the subsequent water/wastewater utility bill.
- 14.05 If a meter, when tested, is found to register in excess of three percent (3%) of the actual flow in favour of the City, a refund shall be made to the owner or occupier in an amount equal to such excess percentage on the invoice for the one (only) quarterly period immediately prior to the testing of said meter.
- 14.06 The City may, at its sole discretion, make periodical inspections or tests of meters on the distribution system and reserves the right to substitute other meters for existing meters, owned by the City.

Section 15.00: Water for Fire Extinction

- 15.01 Where a fire line is provided, no water shall be taken from it except for fire protection purposes and for testing and maintenance as required by the Fire Code.
- 15.02 Fire lines that are not supplied by a separate service shall be connected before the meter to ensure water consumed for fire purposes is not read by the meter. Any new installations will require a separate service for a fire line.
- 15.03 All equipment used for a fire protection system shall be provided with suitable valves and approved by the City. A building permit shall be obtained for any installation.
- 15.04 Stand pipes for fire protection shall be installed in accordance with the *Building Code Act*, with an appropriate Building Permit obtained.
- 15.05 The City may require a compound meter be installed at a property. The meter is to be purchased for the City, and shall be installed and maintained by the City.
- 15.06 All systems shall be approved and installed in accordance with the *Building Code Act*, with a building permit obtained.
- 15.07 The City may require the installation of a Backflow Prevention Device on a fire service line depending on site specific conditions in order to protect the drinking water system. Location of a Backflow Prevention Device will be dependent on potential risk of the property. A building permit shall be obtained for any installations.

Section 16.00: Fire Hydrants

- 16.01 All fire hydrants shall be used for the purpose of providing water for the suppression of fires and the maintenance of the municipal water system.
- 16.02 No person other than, authorized City personnel and Kawartha Lake Fire Services personnel, shall use fire hydrants owned and maintained by the City.
- 16.03 The design, location, installation, repair and maintenance of all fire hydrants within the City's jurisdiction shall be undertaken in accordance with current Guidelines.

- 16.04 The City shall have the authority, through the development process, to secure adequate municipal fire hydrants in accordance with the above-noted Guidelines.
- 16.05 No person or persons shall without lawful authority open or close any fire hydrant or valve, or obstruct the free access to any fire hydrant (i.e ensure a minimum of one meter clearance around the hydrant), curb stop chamber, pipe or valve by placing upon it any building material, rubbish, snow or other obstruction.
- 16.06 The City, at its sole discretion, has the authority to remove any obstruction, to operate fire hydrants or valves, or to repair water lines, and shall not be liable for damages that may result from the replacement or repair.
- 16.07 Private fire hydrants shall be maintained accessible at all times and in good operating condition by and at the expense of the owner.
- 16.08 Water from privately owned hydrants shall not be used for purposes other than fire-fighting and maintenance of water quality unless the purpose is specifically approved by the Director of Public Works .
- 16.09 Private hydrants shall be tested and maintained on an annual basis by a Licensed Operator, at the owner's expense and in accordance with the Fire Code. Annual inspection/testing reports must be submitted to the City.
- 16.10 Where a fire flow test from a municipal fire hydrant is required by a property owner or occupier (i.e., for insurance requirements), and the property owner or occupier has hired a company to perform flow testing, the City shall be on-site during testing to operate fire hydrants and associated valves. A request must be made to the City seven (7) days prior to testing. The fee for this service is as noted in the Consolidated Fees By-Law.

Section 17.00: Water System Cross Connection Control and Backflow Prevention

17.01 Installation:

- (a) No owner or occupier shall connect, cause to be connected or allow to remain connected, any piping fixture, fitting, container or appliance, in a manner which under any circumstances, may allow water, wastewater or any harmful liquid, gas, vapour or other substance to enter the waterworks system.
- (b) Where, in the opinion of the City, there is a risk of contamination at a property, the owner or occupier of the property, upon issuance of an order from the Director of Public Works, shall install a backflow prevention device(s) approved by the City for the purpose of achieving premise isolation, regardless of any other protective device that may be installed on the private water system.
- (c) An owner or occupier of any Industrial, Commercial or Institutional buildings, which are deemed to present a moderate to severe hazard (as per Ontario Building Code, O. Reg. 332/12) and are connected to the City's waterworks shall be required to install in the building(s), a backflow prevention device as approved by the City to achieve premise isolation, at the owner or occupier's expense.
- (d) All backflow prevention devices required for premise isolation shall be selected, installed, replaced, maintained and tested by the owner in accordance with this By-Law, the *Building Code Act*, City policies and current CSA-B64 Series Standards.
- (e) Steam boilers or water heaters shall be fitted with a suitable check valve, in accordance with the *Building Code Act*, to prevent accident from collapse or damage, should the pressure in the watermain fail. The City shall not be liable for damages, which may result from pressure failure, no matter the cause of such failure.

- (f) The City, at its discretion may also require the owner or occupier to install zone or area protection as required by current CSA Standard B64 series within a plumbing system.
- (g) Owners or occupiers shall design, construct, install and maintain a premise isolation system for each water service connection and private fire service main so that the system is in compliance with all applicable law, including this By-Law, the *Building Code Act*, City policies and current CSA-B64 Series Standards.
- (h) Any owner, occupier or other person required to install a backflow prevention device shall obtain a building permit for each backflow prevention device to be installed.
- (i) Every owner or occupier required to install a backflow prevention device shall determine the proper device in accordance with CSA-B64 Series Standards and this By-Law, including any temporary backflow prevention device
- (j) Notwithstanding subsection 17.01 (i), where an owner or occupier is required to install a backflow prevention device under this By-Law, the City may direct the owner or occupier to install a specific type of backflow prevention device where the City determines that such specified device is necessary to prevent contamination of the waterworks.
- (k) Every owner or occupier required to install a backflow prevention device shall install the device downstream of the water meter and prior to any tapping, or where circumstances require, in an alternate location authorized by the City.
- (l) Every owner or occupier required to install a backflow prevention device shall ensure that it is in proper working order at all times and that all piping between the water meter and the backflow prevention device is clearly labeled “no connection permitted”.
- (m) A backflow prevention device, approved by the City, may be installed with a detector assembly, in lieu of a detector check valve on new systems, with the written approval of the City.
- (n) A water service installed on a premise for fire protection purposes shall be equipped with an approved double check valve or backflow preventer, approved by the City, and shall be maintained in good working order at all times.

17.02 **Inspection:**

- (a) The owner or occupier shall ensure that all backflow prevention devices (BPDs) are inspected and tested in accordance with all policies, guidelines, by-laws and/or standards, including but not limited to the City’s Cross Connection Control Program Policy and Directives.
- (b) If an owner or occupier fails to have a BPD tested, in accordance with subsections 17.02 (a), the City may notify the owner or occupier that the BPD shall be tested within ninety-six hours of the owner or occupier receiving that notice.
- (c) If an owner or occupier fails to have a BPD tested within ninety-six (96) hours when requested by the City, the City may shut off the water service until the BPD has been tested and approved pursuant to subsections 17.02 (a) of this Section.
- (d) If a condition is found to exist due to negligence, such as failure to have BPD inspected or tested or failure to maintain the backflow prevention device in good working condition, which in the opinion of the City is contrary to the aforesaid, the Director of Public Works may:
 - i. Shut off the service or services; or
 - ii. Issue an order to the owner or occupier to correct the fault at his or her sole expense within forty-eight (48) hours of receiving the order.
- (e) If the Director of Public Works determines that a contravention of subsection 17.01 (a) may exist at a property, the Director may immediately carry out an inspection and may issue an order or orders to the owner or occupier of the property or any other person who may be required to remedy the contravention.
- (f) Should the owner or occupier fail to comply with such order, the Director of Public Works shall proceed to administer penalties to the owner or occupier pursuant to subsection 25.01 of this By-Law. In the event that it is determined that this condition existed prior to this By-

Law coming into effect, the owner or occupier shall remedy it as stated above.

- (g) If a test of a backflow prevention device reveals that the device is not in proper working condition, or is not in conformance with the Guidelines, the owner or occupier shall repair or replace the device within forty eight (48) hours of the performance of the test.

17.03 **Access:**

- (a) The City shall be allowed access, upon reasonable notice, to any premises that are connected to the waterworks system for the purpose of performing an inspection to locate possible cross connections.
- (b) Where access is not provided, a written notice by the City shall be issued allowing fourteen (14) days to provide access. If access is not provided within this time frame, the City may, at its sole discretion, discontinue the supply of water to the premises until such time as access is provided for such access to occur.
- (c) Every backflow prevention device shall be installed in a location that is readily accessible as determined by the City, for operational, renewal, servicing, and maintenance and inspection purposes.
- (d) The location of the backflow prevention device shall be accessible without the use of a portable ladder or the necessity of climbing over or removal of an obstacle.
- (e) The City may, at reasonable times or in the case of an emergency, at any time, enter a property for the purpose of inspecting or testing a private water service pipe, private water system, a private fire service main, a backflow prevention device.
- (f) Owners and occupiers shall remove any insulating or other material on or adjacent to the private water service pipe, private water system, private fire service main, backflow prevention device so that full access to that pipe, system or devices are available for the testing and inspection purposes.
- (g) All of the removal and any subsequent replacement carried out under subsection 17.03 (f) shall be performed by the owner or occupier at that owner or occupier's expense in accordance with all applicable law including but not limited to *Occupational Health and Safety Act* and its Regulations.
- (h) No person shall obstruct or permit or cause the obstruction of the access to a private water service pipe, private water system, or backflow prevention device, either permanently or temporarily.

17.04 **Surveys:**

- (a) The City may require the owner or occupier of an existing industrial, commercial, institutional building, structure or property or any other property, that has the potential to contaminate the waterworks system, to submit a cross connection survey, to the City, at the owner or occupier's expense. The survey shall be completed in accordance with City policies and directives.
- (b) If a cross connection survey is required, the owner or occupier shall submit it to the City by the date specified in the City's notification to the owner or occupier of its requirement.
- (c) Where the City has not specified a date by which the cross connection survey must be submitted in the notification to the owner or occupier of the requirement for a survey, the survey shall be submitted to the City within thirty (30) days of the survey being complete.
- (d) Owners or occupiers required to submit a cross connection survey to the City shall update those surveys and submit those updated surveys to the City at a frequency of not less than once every five (5) years from the date of the previous cross connection survey, unless otherwise required by the City for that premise based on the level of hazard determined by the survey, or within thirty (30) days of any increase in the level of hazard as defined under CSA – B64 Series Standards.
- (e) The survey shall be prepared and signed by a Qualified Person.

17.05 **Removal:**

- (a) No person shall remove or cause or permit to be removed a backflow prevention device after it has been installed unless that removal is:
 - i. Necessary to facilitate the repair of the device and that device is immediately replaced by a temporary device, until the time that the original device is satisfactorily repaired or replaced and tested; or
 - ii. For the purpose of immediately replacing the device with another device that meets or exceeds the requirements of this section; or
 - iii. Warranted due to alterations to the private water system which completely remove the risk of contamination for which the backflow prevention device was required, in which case:
- (b) The owner or occupier shall submit to the City a survey prepared and signed by a Qualified Person attesting to the fact that the device or devices are no longer required; and
- (c) The device shall not be removed until the City approves of the removal, which approval shall be made if the altered system no longer requires the device or devices in accordance with the standard and specifications and the CSA – B64 Series Standards; and
- (d) The cost of obtaining the necessary documentation under this subsection shall be the responsibility of the owner or occupier, or as otherwise authorized by the City.

Section 18.00: Right to Refuse Water Service

18.01 Delinquent Account:

- (a) No application shall be accepted by the City for the supply of water for any premises in respect of which water and/or wastewater rates, rents, or the price of service extension are owed to the City, until the account is paid.
- (b) The City has the right to turn off water supply and/or withhold from any person with a delinquent account with the City, regardless of the reason, until the amount owing is paid, whether such person resides on the premises where the water was used for which there are arrears, or on any other premises where water was supplied.
- (c) The City shall not be held liable for any damages that occur directly or indirectly as a result of a shut-off or turn-on of the water supply. It is the property owner and/or occupier's responsibility to ensure the internal plumbing and appliances are properly maintained at all times, and in the case of cold weather, that lines are drained to prevent damage due to freezing and thawing.

18.02 Water Shut-off Initiated by the City:

- (a) Except in cases of emergency, no person shall turn on or shut off or permit the turn-on or shut-off of the water supply to a property at the shut-off valve without the authorization of the City.
- (b) If the water supply to a property has been shut off by the City, no person shall turn-on or use the water supply or permit the water supply to be turned on or used without the prior written approval of the City.
- (c) The City may shut off the supply of water to a property if:
 - i. The charges, fees or rates imposed by this By-Law or any other By-Law or City By-Law providing for charges, fees or rates in relation to the treatment and supply of water or collection and treatment of wastewater are overdue; or
 - ii. A fine imposed under this By-Law remains unpaid after the time required for payment of the fine has expired; or
 - iii. The owner or occupier has failed to comply with an order of a Director or Treasurer made under this By-Law within the time required for same; or
 - iv. A leak or other fault is found on the private water service pipe or water service connection and is creating or is likely to create an emergency situation, including but not limited to injury to persons or damage to adjacent properties including those of the City, and the City may keep the supply of water to a property shut off until the time that the leak or fault is completely repaired; or

- v. The City determines that an immediate threat of contamination to any part of the waterworks exists that may endanger public health or safety, for the purposes of preventing, limiting or containing any such threat of contamination; or
 - vi. An emergency or potential emergency exists and an owner or occupier has not provided to the City immediate free, clear and unobstructed access to the property, premises, private water service pipe, private water system, water meter and any backflow prevention device in accordance with this By-Law, until the time that free, clear and unobstructed access to the property, premises, private water service pipe, private water system, water meter and any backflow prevention device is provided to the City.
- (d) In the event that water has been shut off for any reason provided in this By-Law or applicable laws, the City shall not be required to restore the supply of water to a property until all outstanding fines, charges, fees and rates in arrears in relation to the treatment and supply of water and collection and treatment of wastewater have been paid in full, or arrangements satisfactory to the Treasurer are made to pay all outstanding fines, charges, fees and rates in arrears, and all orders of the Director or Treasurer have been complied with.
- (e) With respect to any shut off or subsequent turn on of the water supply to a property under subsection 18.02 (c) or 18.02 (d), the owner or occupier shall pay to the City the amount specified in the Consolidated Fees By-Law, for water shut off or subsequent turn on.
- (f) The City shall, prior to the shut off of a water supply, provide reasonable notice of the shut-off to the owners and occupiers of the land or property by personal service or prepaid mail or by posting the notice on the land or property in a conspicuous place, except in those situations as identified under subsection 18.02 (c).
- (g) The City shall not be liable for damage or loss caused by the stoppage, interruption or reduction of the amount of water supplied to the land or property of any person as a result of an emergency or a breakdown, repair or extension of the waterworks if, in the circumstances, reasonable notice of the City's intention to stop, interrupt or reduce the supply of water is given or with no notice in the event of emergency shut-offs.

Section 19.00: Right to Suspend Supply

- 19.01 During normal maintenance and emergency conditions, the City shall provide as continuous and uninterrupted service as is practical.
- 19.02 Where shutting off portions of the system is deemed necessary by the City, warning of the shut off shall be given where it is practical or possible to reasonably do so. Where necessary, in the opinion of the City, the water may be shut off and kept off for as long as necessary, the City, its servants or agents shall not be held liable for any damage resulting there from, whether or not notice of the shut off was given.
- 19.03 The Director of Public Works has the authority to suspend the use of City owned bulk water fill stations during maintenance and/or emergency conditions.

Section 20.00: Responsibility of Owners and Occupiers

- 20.01 Where a new service has been installed or where the water has been turned off to an existing service, a request to activate the service must be received by the City a minimum of five (5) business days in advance of when the service is required and the request must be made by the property owner or occupier.
- 20.02 Every owner or occupier taking water shall, at their sole expense, keep their service pipe, private hydrant, other appurtenance and all plumbing fixtures connected within his premises, in good condition and sufficiently protected from frost, hot water, blows, and injuries from any or all other cause.

- 20.03 The City shall not be held responsible for any damage arising from the owner's or occupier's failure to comply with 20.02.
- 20.04 The owner or occupier's responsibility shall extend from the service box, at or near the street line limit, into the building.
- 20.05 If a condition is found to exist in subsection 20.02 of this by-law which, in the opinion of the City, results in the loss of water or may be jeopardizing the potability of the water supply, the City may either:
- (a) give notice to the owner or occupier to correct the fault, at the owner's or occupier's sole expense within a specified period, or
 - (b) shut off the water service or services until such time that corrective action, satisfactory to the City, has been taken by the owner or occupier at the owner's or occupier's sole expense.
- 20.06 When any property left vacant, unattended or without heat, where the water supply has not been shut off at the shut off valve by the City, and the property suffers damage to it and its contents from a leaking or burst water pipe, neither the owner nor occupier shall have a claim against the City.
- 20.07 When any property is left vacant, unattended or without heat, it is the owner's or occupier's responsibility to shut off the water supply from within the property and to properly drain the piping/private water service therein. Furthermore, it is the responsibility of the owner or occupier to contact the City to make the necessary arrangements to stop the supply of water to the property.
- 20.08 If the condition is found to exist after the owner or occupier has been notified, the City may, at its sole discretion, enter upon the lands where the service pipes are located, and by its officers, servants or agents effect repair at the owner's or occupier's sole expense.
- 20.09 If the said costs and charges are not paid on demand the City may collect them in the same manner as the water and wastewater rates.
- 20.10 The shut off valve installed upstream of the meter shall not be used by the owner or occupier.
- 20.11 Any person authorized by the City for the purpose of inspection, examination or effecting repairs of meters, fixtures and pipes of every kind used in connection with the supply of water to, or the use of water on such premises shall be allowed, at all reasonable times, and upon reasonable notice given and request made, access to all parts of any premises to which water is supplied, for the said purposes.

Section 21.00: Shut-off and Turn-on by Request

- 21.01 No person shall turn on or shut off the supply of water to a property at the shut-off valve without the prior written authorization of the City.
- 21.02 **Water Shut Off:**
- (a) An owner or occupier of a property shall notify the City no less than five (5) business days in advance of the date and time which the owner or occupier requires the City to temporarily or permanently shut off the water supply to a property at the shut-off valve.
 - (b) The owner's or occupier's notification shall be in writing if the owner or occupier requires the water supply to the property to be shut off permanently.
 - (c) In the event that the property is occupied by tenants, the owner shall also provide the tenants with notice of the water shut off at the same time as the owner notifies the City under subsection 21.02 (a) and 21.02 (b).
 - (d) The owner or the occupier's representative shall attend at the property at the time of the appointment to ensure that the City has access to the property, the water meter and the shut off valve.

- (e) In the case of an emergency, as determined by the City, the advance notice requirements in subsection 21.02 do not apply, however; the owner or occupier shall provide the notice as soon as possible in the circumstances.

21.03 Water Turn On:

- (a) An owner or occupier of a property shall notify the City at least five (5) business days in advance of the date on which a supply of water to a property is to be turned on.
- (b) The owner or occupier shall make an appointment with the City so that the City may attend at the property and turn on the water supply.
- (c) The owner or occupier or the owner's representative shall attend at the property at the time of the appointment to ensure the City has access to the property, water meter and the shut off valve.
- (d) Except in the case of an emergency or maintenance being performed on the waterworks by the City, the owner or occupier shall be present at the property when the water is either shut off or turned on by the City.
- (e) The owner or occupier shall have no claim whatsoever against the City by reason of any shut-off's that produce plumbing leaks when water is turned on. It is the property owner's responsibility to ensure the internal plumbing and appliances are properly drained to prevent damage due to freezing and thawing.

Section 22.00: Water Conservation Measures

22.01 At the City's discretion, no owner or occupier shall be allowed to use in any manner whatsoever, the water supplied by the City upon streets, lawns, gardens, yards, or grounds of any description, except during those hours set by resolution, policy, or By-Law by the City.

22.02 The Director of Public Works shall give reasonable notice, in the circumstances, to the public of the implementation of water conservation measures, the date on which it is to take effect and the conditions of the water conservation measure.

22.03 Where the Director of Public Works has declared, lifted or downgraded water conservation measures in accordance with this By-Law, he or she shall cause notification to be made to the affected property owners by advertisement in various media outlets, including but not limited to local newspapers, other media, posting on the City's website, etc.

22.04 The City has the authority to implement water conservation measures when one or more of the following signs are observed and/or continue:

- (a) Well water levels are starting to drop below seasonal levels;
- (b) Pump running times are longer than normal;
- (c) Dry weather is predicted; and/or
- (d) Water demand is higher than normal.

22.05 Where the Director of Public Works has declared that Phase One measures shall be implemented the following conditions apply:

- (a) A property with an odd-numbered municipal address shall water lawns, sports fields, grassy areas, trees, shrubs, gardens, flowers or other vegetation at that property on a day which is identified on the calendar with an odd number;
- (b) A property with an even-numbered municipal address shall water lawns, sports fields, grassy areas, trees, shrubs, gardens, flowers or other vegetation at that property on a day which is identified on the calendar with an even number;
- (c) Water of lawns, sports fields, grassy areas, trees, shrubs, gardens, flowers or other vegetation shall only be watered between the hours of:
 - i. Six o'clock (6:00 a.m.) in the morning and nine o'clock (9:00 a.m.) in the morning, or
 - ii. Seven o'clock (7:00 p.m.) in the evening and ten o'clock (10:00 p.m.) in the evening.

- 22.06 Where the Director of Public Works has declared that Phase Two measures shall be implemented the following conditions apply:
- (a) No persons shall water any lawns, sports fields, grassy areas, golf courses, trees, shrubs, gardens, flowers or other vegetation of any property;
 - (b) No washing of motor vehicles;
 - (c) No filling or topping up of any swimming pools, wading pools, hot tubs, garden ponds, and fountains and other outdoor water features; and
 - (d) No use of outdoor misting systems.
- 22.07 Notwithstanding subsection 22.05 and 22.06, the Director of Public Works may exempt the following from compliance of Phase One and Phase Two measures:
- (a) Municipal property (as governed by section 22.09)
 - (b) The watering of flower beds, gardens, trees or shrubs on any property by hand;
 - (c) Commercial facilities that rely on water for their operations (including but not limited to such uses as car washes, commercial garden centres and/or tree and plant nurseries);
 - (d) Tee-off areas and putting greens on golf courses, newly sodded or seeded lawns, and newly planted trees, that have been in situ for thirty (30) days or less; and
 - (e) The topping of swimming pools to maintain pumping/filtration capability and to comply with health and safety requirements.
- 22.08 In the event of any emergency, industrial and commercial operations may be required to cut back or to temporarily cease operations during the period required to address the emergency, if in the sole discretion of the City it is advisable to do so in order to ensure public safety in accordance with other applicable City By-Laws.
- 22.09 **Municipal Property:**
- (a) Where either Phase One or Phase Two measures have been implemented, the flower beds and shrubs on municipal property must be watered (by any method) at reduced levels, as determined by the Director of Public Works.
 - (b) Where either Phase One or Phase Two measures have been implemented, sports fields on municipal property may be watered, on a case-by-case basis, as directed by the Director of Public Works.

Section 23:00: Fees, Charges, and Billing, and Responsibility for Payment

23.01 Frontage and Connection Charges:

- (a) Frontage charges shall be applied to all properties, including properties that are exempt from taxation, where a property fronts on a watermain and/or sanitary sewer main.
- (b) Frontage charges are calculated based upon the rates adopted by Council included in the Consolidated Fees By-Law.
- (c) Connection charges shall be paid as noted in the Consolidated Fees By-Law, prior to connection works commencing.

23.02 Costs of Disconnection of Service Connection:

- (a) In the event that an owner requests a disconnection of a service connection, the City shall determine:
 - i. The cost of providing that disconnection under the amounts specified in the Consolidated Fees By-Law, for that type of service disconnection, as may be established by the City from time to time; and
- (b) The property owner is responsible for all costs for the disconnection as required by the City including but not limited surface restoration, actual disconnection from main.

23.03 Temporary Hydrant Water Meter Fees:

- (a) If a person applies for a metered construction water service connection, either temporary or permanent, water shall be metered from the date water is first supplied to the property.
- (b) Water consumption registered on the water meter shall be billed in accordance with current City water rates.
- (c) No monthly construction water rate shall apply provided the water meter remains installed, undamaged, sealed and functioning properly.
- (d) Payment for all construction water shall be due immediately following use.
- (e) The City shall shut off the supply of water to the property if the fees and charges for the construction water are not paid in full when due.
- (f) The City shall not be obligated to turn the water on until the time that the construction water charges have been paid in full.

23.04 **Shut-off and Turn-on by Request Fees:** The owner or occupier shall pay to the City, for any shut off or turn on of the water supply to a property, the amount specified in the Consolidated Fees By-Law.

23.05 **Water and Wastewater Service Charges:**

- (a) A special meter reading charge as identified in the Consolidated Fees By-Law shall be charged to an individual service account when a reading is required for billing purposes at a time other than during the normal billing cycle.
- (b) A new account fee charge shall be charged to an individual service account at the time that the new account is commenced as per the Consolidated Fees By-Law.
- (c) A duplicate bill fee shall be charged as identified in the Consolidated Fees By-Law when a request has been made to provide the account holder with an additional copy of the bill.
- (d) Where an account holder has submitted a post-dated cheque for payment, and has requested the cheque be returned, a fee will be charged for the retrieval and return of the payment as identified in the Consolidated Fees By-Law.
- (e) Where an account holder has erroneously made an electronic payment to an account which is no longer in their name, the first transfer to the correct account will be done upon request at no charge, but when there are subsequent errors of the same nature made a fee will be charged for transferring the payment as identified in the Consolidated Fees By-Law.
- (f) An administration fee will be charged to accounts when the outstanding balance on the water/wastewater account is transferred to the municipal property tax account for the subject property for collection purposes.
- (g) Where a statement of activity on an account has been requested, a fee shall be charged as identified in the Consolidated Fees By-Law.
- (h) Where an invoice or notice is sent by registered mail a fee shall be charged and added to the service account as identified in the Consolidated Fees By-Law.
- (i) Where a duplicate receipt is requested for a service account, a fee will be charged for each year requested, as identified in the Consolidated Fees By-Law.
- (j) Where a payment has been returned to the City by a financial institution for any reason other than account holder deceased, a returned payment fee will be charged, as identified in the Consolidated Fees By-Law.
- (k) Where a notice is hand delivered to a property in a collection effort, a fee shall be charged and added to the service account as identified in the Consolidated Fees By-Law.
- (l) Where a utility certificate is requested to provide the financial status of an account, a fee will be charged for the certificate as outlined in the Consolidated Fees By-Law.
- (m) Where a final notice is required in respect of collection of delinquent accounts, a fee will be charged to the service account, as outlined in the Consolidated Fees By-Law.
- (n) Only one water meter per water service shall be supplied for billing purposes.

- (o) Where a service has been disconnected for failure to pay an outstanding amount or a provision of this By-law has not been complied with, a fee shall be charged, as identified in the Consolidated Fees By-Law.
- (p) Where a service has been disconnected as identified in 23.05 (o) and is to be reconnected a fee will be charged as set out in the Consolidated Fees By-Law.
- (q) The owner or occupier of each separately assessed parcel of land that is connected to a watermain and in which a water meter has been installed shall pay a consumption rate as set forth in Schedule "A" of this By-law. This charge shall commence upon the installation of the meter by the City at the property.
- (r) The owner or occupier of each separately assessed parcel of land that has been issued a water meter by the City shall pay a fixed rate charge for water as set forth in Schedule "A" of this By-Law, commencing upon installation of the meter by the City at the property.
- (s) The owner or occupier of each separately assessed parcel of land that fronts a watermain and is subject to the requirements of By-Law 2014-255 "Mandatory Connection By-Law" shall pay a fixed rate charge for water as set forth in Schedule "A" of this By-Law, commencing three (3) months following written notification of commencement of fees.
- (t) The owner or occupier of each separately assessed parcel of land that is connected to the sanitary sewer system shall pay a sewer consumption rate based upon water consumption shown through the water meter as set out in Schedule "A" of this By-Law.
- (u) The owner or occupier of each separately assessed parcel of land that has been issued a water meter by the City and will be connecting to the sanitary sewer system shall pay a fixed rate charge for sewer usage as set forth in Schedule "A" of this By-Law, commencing upon issuance of the meter by the City.
- (v) The owner or occupier of each separately assessed parcel of land that fronts a sanitary sewer main and is subject to the requirements of By-Law 2014-255 "Mandatory Connection By-Law" shall pay a fixed rate charge for sewer as set forth in Schedule "A" of this By-Law, commencing three (3) months following written notification of commencement of fees.
- (w) The owner or occupier of each separately assessed parcel of land that is connected to a watermain where a water meter has not been installed shall pay a calculated water flat rate as set out in Schedule "A" of this By-Law.
- (x) The owner or occupier of each separately assessed parcel of land that is connected to the sewer system, and where the water consumption is not measured through a water meter, shall pay a calculated sewer flat rate for sewer charges as set out in Schedule "A" of this By-Law.
- (y) The owner or occupier of each separately assessed parcel of land who receives sewage service but not receive water supply service from the City, shall pay a calculated sewer flat rate as set forth in Schedule "A" to this By-Law.
- (z) The rates set out in Schedule "A" of this By-Law are effective upon passage of this By-law and may be amended from time to time.
- (aa) Where customers are invoiced for more than one flat rate charge per unit, these charges are based upon historical calculations undertaken prior to amalgamation, and will continue until repealed.

23.06 Billing and Payment Requirements:

- (a) The City's Revenue and Taxation Division shall invoice residents on a quarterly basis, or at an alternate frequency as approved by Council, except where otherwise indicated in this By-Law.
- (b) Where necessary, quarterly invoices may be based upon estimates until the next reading may be obtained from the property.
- (c) In the case of payments received by mail, the date the payment is received shall be taken as the date of payment.
- (d) In the event the Treasurer determines that:
 - i. A meter is defective;
 - ii. A meter is not registering the correct amount of water used;
 - iii. The water meter reading has been incorrectly recorded;

- iv. The person authorized to do so has been unable to obtain a water meter reading;
- v. No water meter reading has been remitted to the City by the occupant or owner when requested to do so;
- vi. A meter is unsealed or has an unsealed by-pass valve;
- vii. A meter has not been installed; or
- viii. The City implements an estimated reading program.

The Treasurer shall be entitled to estimate the water consumption at a property based on either the average consumption as shown by subsequent readings from a properly functioning meter accurately registering the water consumed at the property, or based on historical average consumption for the same or similar premises or use as shown by an accurately registering meter at such premises during a similar time period and invoice the owner or occupier accordingly for both water and wastewater use.

- (e) Under special circumstances where it is, in the opinion of the Director of Public Works, expedient to allow or direct an owner or occupier to run water continuously, the Director may authorize such usage and in such cases the City shall adjust the water invoice to conform to the owner or occupier's normal pattern of water usage. This does not include water usage under the Freeze Prevention Program.
- (f) The City has the right to estimate consumption based upon use and water service size during provision of unmetered temporary water service.
- (g) Partial payments on sewer and water accounts that are in arrears shall be applied in each instance to the arrears longest outstanding.
- (h) Notwithstanding any water that may be lost or not consumed at a property as a result of a break, malfunction or leak in a private water system, the owner or occupier shall be liable for the payment of all water fees in relation to any such water.
- (i) In the event that a property has more than one owner or occupier, each owner or occupier shall be jointly and severally liable for payment of the utility account.
- (j) Where a deposit of a tenant has been received by the City, it shall be considered a guarantee that the tenant will observe and obey the rules and regulations of this By-Law and will pay any amounts due to the City.
- (k) Where a tenant has been responsible for the payment of water and wastewater rates, upon vacating the premises, immediate notification shall be given by the owner to the City. Upon receipt of such notice, the meter will be read and the tenant deposit, where applicable, less the amount of the water and/or wastewater account, shall be returned by the City by mail to the tenant.
- (l) Where an amount remains owing on a tenant's account after the application of the deposit, and the final invoice remains unpaid for a period exceeding thirty (30) days, the property owner will be advised of the balance owing, and a request for payment will be made.
- (m) If the balance on a tenant's account remains outstanding for over sixty (60) days, the amount will be transferred to the property taxes for the property where the water and/or wastewater services were provided and collected in the same manner as taxes.
- (n) An administration fee will be added to the water and/or wastewater account prior to an outstanding amount being transferred to the municipal property taxes for the subject property, for collection as identified in the Consolidated Fees By-Law.
- (o) All water and wastewater rates and other charges shall be a lien and charge upon the land of the owner, whether consumed by the owner of the land, or a tenant of the land.

23.07 Late Payment Charges: All fees and charges, including water and wastewater service rates, which are in arrears, levied under this section and which are added to the water accounts, shall be subject to a late payment charge, as identified in the Consolidated Fees By-Law.

Section 24.00: High Water Bill Adjustment Appeals Committee

- 24.01 **High Water Bill Adjustment Appeals Committee:** A High Water Bill Adjustment Appeals Committee is established to hear and rule on appeals against High Water Bill Adjustment decisions.
- 24.02 **Authority:** The High Water Bill Adjustment Appeals Committee may recommend to Council approval of high water bill adjustments without prejudice or precedent to any other similar matter.
- 24.03 **Composition and Appointment:** The High Water Bill Adjustment Appeals Committee shall be comprised of three members of Council appointment by Council.
- 24.04 **Term:** The Term of the Appointment of the High Water Bill Adjustment Appeals Committee shall be the same as the term of Council.
- 24.05 **Administration:** The High Water Bill Adjustment Appeals Committee shall ensure that a member of City staff is assigned the role of secretary to the Committee with duties and obligations required in accordance with the Municipal Act.
- 24.06 **Governance:** The High Water Bill Adjustment Committee shall be governed by the City's Procedural Water and Wastewater By-Law as amended from time to time by Council.

Section 25.00: General Provisions

25.01 Access:

- (a) No person shall deny access to the City to a property for any purpose as provided for in this By-Law.
- (b) No person shall deny access to the City to a property where that person has been given reasonable notice by the City, as the case may be, of the intent to exercise a power of entry in accordance with the *Municipal Act, 2001*.
- (c) The City may, in accordance with the requirements of this By-Law, enter upon a property to which water is supplied and wastewater collected by the City:
 - i. To inspect, repair, alter or disconnect the service pipes or wire, machinery, equipment and other works used to supply water and collect wastewater;
 - ii. To read, inspect, install, repair, replace, maintain or alter a water meter;
 - iii. To inspect a backflow prevention device;
 - iv. To determine whether water has been, or is being, unlawfully used; or
 - v. To shut off or reduce the supply of water.
- (d) If an owner or occupier discontinues the use of water at a property or the City lawfully decides to cease supplying water to land or property, the City may enter on the land or property:
 - vi. To shut off the supply of water;
 - vii. To remove any property of the City from the property; or
 - viii. To determine whether water has been, or is being unlawfully used.
- (e) The powers of entry of the City are subject to section 435 to 439, inclusive, of the *Municipal Act, 2001*.

25.02 Inspection:

- (a) Notwithstanding any other provision in this By-Law, an employee, officer or agent of the municipality may enter on a property at any reasonable time for the purpose of carrying out an inspection to determine compliance with this By-Law or an order or direction issued in accordance with this By-Law.
- (b) For the purposes of any inspection, the City may:
 - i. Require the production for inspection of documents or things relevant to the inspection;

- ii. Inspect and remove documents or things relevant to the inspection for the purpose of making copies or extracts;
 - iii. Require information from any person concerning a matter related to the inspection; and
 - iv. Alone or in conjunction with a person possessing special or expert knowledge, make examinations or take tests, samples or photographs necessary for the purposes of the inspection.
- (c) No person shall fail or refuse to comply with a request by the City to produce for inspection any document or thing or information relevant to the inspection carried out by the City in accordance with Section 25.02.

25.03 The City may enter upon lands for the purposes of an inspection and the other activities set out in subsection 25.02 (a) or (b) under an order issued under section 438 of the *Municipal Act, 2001*.

- (a) Where a provincial court judge or justice of the peace has issued an order authorizing the City to enter on a property for the purpose of carrying out an inspection for the purposes and to exercise the powers set out in this section, no person, when requested to do so by the respective Director, shall neglect or refuse to produce or deliver any information or documents or things required by this By-Law.

25.04 Obstruction:

- (a) No person shall represent or cause to be represented that he or she is an owner or occupier of a property if he or she is not.
- (b) No person shall prevent, hinder, obstruct or interfere, or attempt to prevent, hinder, obstruct or interfere, in any manner, the Director(s) or Treasurer or their respective designate or any City personnel, agents or contractors in the exercise of an activity, power or performance of a duty under this By-Law or the administration or enforcement of this By-Law.
- (c) The activities of the Director(s) or Treasurer or their respective designate or any City personnel, agents or contractors referred to in subsection 25.04 (b) may include, without limitation, the following:
- i. Entering in or upon, at any reasonable time without a warrant, any land, property or premises, except premises being used as a dwelling house in which case reasonable notice shall be provided under this By-Law and the *Municipal Act, 2001*; or
 - ii. Making such tests or taking such samples as the City deems necessary; or
 - iii. Inspecting or observing any plant, machinery, equipment, work activity or documents; or
 - iv. Reading, repairing, maintaining, altering, disconnecting, removing, replacing, installing or sealing a water meter, remote readout unit, backflow prevention device or any related item or any or all of the foregoing.

25.05 Protection from Damage:

- (a) No person shall uncover, make any connection with, or opening into, break, alter, remove, damage, destroy, deface or tamper or cause or permit the breaking, removal, damaging, destroying, defacing or tampering with:
- i. Any part of the water and/or sewage works; or any seal placed thereon, or attached thereto, or
 - ii. Any permanent or temporary device installed in or on the water and/or sewage works for the purposes of flow measuring, sampling, testing, contamination prevention or other purpose that the City may deem necessary for the administration of this By-Law or the operation or maintenance of the water and/or sewage works.

25.06 Damage to the Waterworks: any owner or person receiving water from the waterworks shall be responsible for ensuring that any action taken by that owner or person conforms at all times to the provisions of this By-Law and that owner or person shall be liable for any damage or expense

arising out of their failure to properly protect the waterworks or to properly protect water from contamination or any other damage including the cost of investigation, disinfection, repairing or replacing any part of any waterworks damaged or water contaminated thereby.

25.07 **Damage to the Sewage Works:** any owner or person conveying wastewater to the sewage works shall be responsible for ensuring that any action taken by that owner or person conforms at all times to the provisions of this By-Law and By-law 2016-006 “Establish Management and Use of Sewer Works”, as amended, and that owner or person shall be liable for any damage or expense arising out of their failure to properly protect the sewage works.

25.08 **Unauthorized Entry to Water and Sewage Works:** Unless specifically authorized by the Director, no person shall enter into any chamber, structure, building or property associated with the water and/or sewage works.

25.09 **Offences:**

(a) Every person who contravenes any provision of this By-Law, and every director or officer of a corporation, who knowingly concurs in a contravention by the corporation of any provision of this By-Law is guilty of an offence.

(b) Any fine imposed under Section 26.00 shall be payable in addition to any fees and charges payable under this By-Law.

(c) Every person who:

- i. Willfully hinders or interrupts, or causes or procures to hinder or interrupt the City, or any of its officers, agents or servants, in the exercise of any of the powers conferred by this By-Law; or
- ii. Willfully or negligently lets off or discharges water so that it runs waste or useless out of the waterworks system; or
- iii. Every person found operating or tampering with a shut-off valve in any way may be prosecuted as provided for by this By-Law.
- iv. Without lawful authority willfully opens or closes any hydrant, or obstructs the free access to any hydrant, shutoff valve, chamber, pipe, or hydrant chamber, by placing on it any building material rubbish, or other obstruction; or
- v. Throws or deposits any injurious, or offensive matter into the water or waterworks, or upon ice, if the water is frozen, or in any way fouls the water or commits any willful damage or injury to the waterworks, pipes or water, or encourages the same to be done; or
- vi. Willfully alters any meter placed upon any service pipe or connection therewith, within or upon any building or other place, so as to lessen or alter the amount of water registered; or
- vii. Lays, or causes to be laid, any pipe or main to communicate with any pipe or main of the waterworks, or in any ways obtains or uses the water without the consent of the City; or
- viii. Being a tenant, occupier or inmate of any house, building or other place supplied with water from the waterworks; improperly wastes the water or without the consent of the City, lends, sells or disposes of the water, gives away, or permits it to be taken or carried away, used or applied to the use or benefit of another, or to any use and benefit other than his own or increases the supply of the water agreed for;

Is guilty of an offense, under this By-Law.

(d) Every owner or occupier who willfully or knowingly impairs or alters a meter, or knowingly causes the same to be altered or impaired, so that the meter indicates less than the amount of water through it, shall be liable to pay the City double the value of the water indicated as having passed through the meter and in cases of non-payment of such expenses and charges, the water supply may be shut off by the City and not turned on again until all such expenses and charges are paid in full to the City and this, without prejudice, to the right of the City to

- bring action against such person to recover such expenses and charges in any court having competent jurisdiction.
- (e) This By-Law may be enforced by Municipal Law Enforcement Officer, the Treasurer, the Director of Public Works and the Director Engineering and Corporate Assets.

Section 26.00: Enforcement, Offence and Penalties

- 26.01 **Enforcement:** This by-law may be enforced by every municipal law enforcement officer and police officer or any person appointed by Council.
- 26.02 **Offence and Penalty:** It is an offence for a person to contravene any provision of this by-law, and every person who contravenes this by-law is guilty of an offence and, on conviction, is liable to a fine in accordance with the provisions of the Provincial Offences Act, R.S.O. 1990, Chapter P.33, as amended and to any other applicable penalty.
- 26.03 **Offences:** Any person who contravenes any provision of this by-law is guilty of an offence, and upon conviction, is liable to a maximum fine of not more than \$100,000.00, as provided for by Section 429 of the Municipal Act, 2001, S.O.2001, c.25 as amended.
- 26.04 **Corporation:** A director or officer of a corporation who knowingly concurs in the violation or contravention by the corporation of any provision of this by-law is guilty of an offence and upon conviction, is liable to a maximum fine of not more than \$100,000.00, as provided for by Section 429 of the Municipal Act, 2001, S.O.2001, c.25, as amended.
- 26.05 **Multiple Offences:** The conviction of a person for the contravention or breach of any provision of this by-law shall not operate as a bar to the prosecution against the same person for any subsequent or continued breach or contravention of any provision of this by-law. Each day that the offence continues shall be deemed a separate and distinct offence.

Section 27.00: General Enforcement Powers

- 27.01 **Restraining Order:** If this By-Law is contravened, in addition to any other remedy or penalty imposed by this By-Law, the contravention may be restrained by application by the City under the provisions of section 440 of the *Municipal Act, 2001*.
- 27.02 **Order to Discontinue Activity:**
- (a) Under the provisions of section 444 of the *Municipal Act, 2001*, the Director(s) or Treasurer may order any person who has contravened this By-Law or who has caused or permitted the contravention of this By-Law or the owner or occupier of the property on which the contravention occurred to discontinue the contravening activity.
- (b) Any person who contravenes an order under subsection 27.03 (a) is guilty of an offence.
- 27.03 **Work Order:**
- (a) Under the provisions of section 445 of the *Municipal Act, 2001*, the Director(s) or Treasurer may order any person who has contravened this By-Law or who has caused or permitted the contravention of this By-Law or the owner or occupier of the property on which the contravention occurred to do work to correct the contravention.
- (b) Any person who contravenes an order under subsection 27.03 (a) is guilty of an offence.
- 27.04 **Remedial Action:**
- (a) In accordance with section 446 of the *Municipal Act, 2001*, where any matter or thing is required to be done under this By-Law, in default of it being done by the person directed or required to do so, that matter or thing may be done by the City which shall be at that person's expense and the City may recover the costs incurred for doing such matter or thing from the person directed or required to do it by adding the costs

to the tax roll and collecting them in the same manner as municipal property taxes.

(b) For the purposes of subsection 27.04 (a), the Director(s) or Treasurer may enter upon the subject property at any reasonable time.

27.05 **Document Retention:** The owner shall retain any document to be produced for inspection or approval or retained under this By-Law by an owner of a property for a period of seven (7) years.

27.06 **Notice:**

(a) Where an order is issued by the Director(s) or Treasurer, the person to whom the order is made shall be deemed to have received the order on the date it is posted in a conspicuous place at the subject property or delivered in person or three days after being posted by first class prepaid mail to the person at the last known address provided to the Director(s) or Treasurer, or where no address for the person has been provided, by first class prepaid mail to the address for the person identified on the tax rolls.

(b) The manner of delivery, set out in subsection 27.06 (a), shall be in the discretion of the Director(s).

Section 28.00: Contact Information

28.01 For administering or enforcing the requirements under this By-Law or any other applicable By-Law or By-Law of the City, the City may require an owner of a property provided with a service connection or equipped with a water meter, or an owner of a property where a water meter is to be installed, to provide them with:

- (a) That owner's full name, mailing address and telephone number;
- (b) The full name, mailing address and telephone number of any occupiers of the property; and
- (c) The full name, mailing address and telephone number of a person authorized by the owner to provide the City with access to the water meter or the location where a water meter is to be installed.

28.02 Every owner shall provide the Treasurer with a current contact name and telephone number within twenty-eight (28) days of a change in ownership or occupancy of a property.

Section 28.00: Administration and Effective Date

28.01 **Administration of the By-law:** The Director of Public Works, Director of Engineering and Corporate Assets and Treasurer is responsible for the administration of this by-law.

28.02 The Treasurer's authority in relation to this By-law is delegated to the Manager of Revenue and Taxation.

28.03 The Director of Public Works' authority in relation to this By-law is delegated to the Manager of Environmental Services and/or the Supervisor of Water and Wastewater Operations.

28.04 **Effective Date:** This By-law shall come into force on the date it is finally passed.

By-law read a first, second and third time, and finally passed, this ____ day of _____, 201__.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

Schedule “A” - Water and Sewer Rates

2018 Water Rates

Calculated Annual Flat Rate \$832.86/annum invoiced quarterly
(based on an average consumptive
usage of 178 m³ and including Water
Fixed Rate)

All Metered Water System Users Fixed Rate plus Consumption listed
below:

Fixed Rate

Meter Size	Monthly Charge
5/8 – 3/4”	\$29.10
1”	\$37.86
1.5”	\$48.69
2”	\$78.43
3”	\$297.48
4”	\$378.61
6”	\$567.89
8”	\$784.23

Consumption Rate

Per Cubic Meter \$2.71720

Per Cubic Foot \$0.07694

Bulk Water Fees

Phased in bulk water rates, with annual approved consumption rate plus annual percentage

	2018	2019	2020
Per Cubic Meter	\$3.26064 (20% increase over Consumption Rate)	Consumption Rate + 30%	Consumption Rate + 40%

2018 Sewer Rates

Calculated Annual Flat Rate \$591.55/annum invoiced quarterly
(based on an average consumptive
usage of 178 m³ including Sewer Fixed
Rate)

All Metered Sewer System Users Fixed Rate plus Consumption listed
below:

Fixed Rate

Meter Size	Monthly Charge
5/8 – 3/4"	\$27.63
1"	\$36.65
1.5"	\$48.52
2"	\$78.15
3"	\$296.42
4"	\$377.27
6"	\$566.36
8"	\$781.43

Consumption Rate

Per Cubic Meter \$1.4606
Per Cubic Foot \$0.0414

Schedule “B” – Rates/Fees for Septage Disposal as per “A By-Law to Govern Septage Disposal at City of Kawartha Lakes Sewage Works

Standard Septage Waste

	2015	2016	2017	2018	2019
Rate per 1000 gal	\$49.76	\$55.03	\$60.85	\$67.29	\$74.41
Rate per m ³	\$10.94	\$12.09	\$13.37	\$14.79	\$16.35

Holding Tank Waste

	2015	2016	2017	2018	2019
Rate per 1000 gal	\$20.66	\$28.47	\$39.21	\$54.02	\$74.41
Rate per m ³	\$4.54	\$6.26	\$8.62	\$11.87	\$16.35

Abattoir Waste

	2015	2016	2017	2018	2019
Rate per 1000 gal	\$20.66	\$28.47	\$39.21	\$54.02	\$74.41
Rate per m ³	\$4.54	\$6.26	\$8.62	\$11.87	\$16.35

Leachate

	2015	2016	2017	2018	2019
Rate per 1000 gal	\$6.31	\$6.46	\$6.62	\$6.79	\$6.96
Rate per m ³	\$1.39	\$1.42	\$1.46	\$1.49	\$1.53

- **Registration Fee of \$50.00 for all owners/haulers.**
- **Administration Fee for Septage Hauled from Outside Municipal Boundaries – Flat rate of \$7.00 per tonne.**
- **Environmental Compliance Charge – Flat rate of \$100 per load for Abattoir Waste.**

THE CORPORATION OF THE CITY OF KAWARTHA LAKES
OFFICE CONSOLIDATION OF BY-LAW 2011-260

Consolidated on April 29, 2017

Appendix # 6

Passed by Council December 13, 2011

to

Amendments:

Report # NNW2018-004

1) By-law 2012-125	May 8, 2012	Schedule B
2) By-law 2013-074	April 23, 2013	Schedule B
3) By-law 2014-130	April 22, 2014	Schedule B & Section 23
4) By-law 2014-224	August 15, 2014	Schedule A
5) By-law 2015-057	March 24, 2015	Schedule B
6) By-law 2015-232	December 8, 2015	Schedule B
7) By-law 2017-003	January 10, 2017	Schedule B
8) By-law 2017-075	April 18, 2017	Section 23.07 & Schedule G

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

BY-LAW 2011-260

A BY-LAW TO GOVERN WATER AND WASTEWATER SERVICES IN THE CITY OF
KAWARTHA LAKES

Recitals

1. The *Municipal Act, 2001*, S.O. 2001, c.25 allows municipalities to pass By-Laws governing public utilities and permitting the setting of fees and charges related to the supply of water and wastewater services to the public.
2. The *Municipal Act, 2001*, S.O. 2001, c.25, sections 79 and 80, allow a municipality to have reasonable access to buildings and land supplied with water to maintain the system.
3. The *Municipal Act, 2001*, S.O. 2001, c.25, section 83 allows for a municipality to require security be given for payment of the proper fees and charges for the supply of the public utility or for extending the public utility to the land.
4. It is deemed prudent to enact rules and regulations to provide for the management and general maintenance of municipal water works and fixing the rates and charges to be paid by owners and occupiers and to ensure an acceptable level of service meeting or exceeding Ontario Provincial Standards, Ministry of the Environment Guidelines and special Conditions and Requirements of the City of Kawartha Lakes.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-Law 2011-260.

Section 1.00: Definitions and Interpretation

1.01 Index to Sections in this By-Law:

Section 1.00	Definitions and Interpretation
Section 2.00	Administration
Section 3.00	Use and Receipt of Water
Section 4.00	Installation and Maintenance of the Distribution and Collection System
Section 5.00	Water and Sanitary Sewer Service Connection and Applications
Section 6.00	Private Water and Sanitary Sewer Service Pipes and Private Fire Service Mains
Section 7.00	Demolitions
Section 8.00	Construction Water
Section 9.00	Meter By-Pass
Section 10.00	All Water Metered
Section 11.00	Care and Operation of Meter
Section 12.00	Water Meter Inspection
Section 13.00	Meter Reading
Section 14.00	Meter Testing on Request of Owners and Occupiers
Section 15.00	Water for Fire Extinction
Section 16.00	Fire Hydrants

Section 17.00	Cross Connections and Backflow Prevention
Section 18.00	Right to Refuse Water Service
Section 19.00	Right to Suspend Supply
Section 20.00	Responsibility of Owners and Occupiers
Section 21.00	Shut-off and Turn-on by Request
Section 22.00	Water Conservation Measures
Section 23.00	Fees, Charges and Billing and Responsibility for Payment
Section 24.00	General Provisions
Section 25.00	Penalties
Section 26.00	General Enforcement Powers
Section 27.00	Contact Information
Section 28.00	Administration and Effective Date

1.02 Definitions: In this By-Law:

- a) **“Agent”** means a person authorized to act on another’s behalf.
- b) **“Applicant”** means the owner of the premises for which water or sewage works are being sought or the authorized agent of the owner;
- c) **“Automated Meter Reading Program”** means the programs or projects, as may be adopted by the City, for the supply and installation of water meters and a radio communications network capable of reading, transmitting and collecting water meter readings throughout the City and includes all related equipment, software and hardware.
- d) **“Backflow Prevention Device”** means a device or system that prevents backflow or back-siphonage into the waterworks and is designed to prevent contamination of the waterworks or water supply
- e) **“Building”** means a building or structure as defined in the *Building Code Act*.
- f) **“Building Code Act”** means the *Building Code Act, 1992, S.O. 1992, c.23*, as amended and includes the regulations thereunder.
- g) **“Building Permit”** means a permit issued under the Ontario Building Code Act.
- h) **“By-Law”** means this By-Law, as it may be amended from time to time. The Recitals to, and the Schedules attached to this By-Law are considered integral parts of it.
- i) **“Chief Building Official” (CBO)** means the Chief Building Official, appointed pursuant to the *Building Code Act*.
- j) **“City”, “City of Kawartha Lakes” or “Kawartha Lakes”** means The Corporation of the City of Kawartha Lakes, including its entire geographic area, and includes its Officers, Directors, employees and agents.
- k) **“Clerk”** means the person within the administration of the City, which fulfils the function of the City Clerk as required by the *Municipal Act, 2001, S.O. 2001, c.25*.
- l) **“Connection charge”** means the charge payable when required as a condition of a severance or when a Municipal Water & Wastewater Service Connection Permit is issued, to finance the installation and connection of a water or sanitary sewer service from the watermain or sewermain to the property line;
- m) **“Contractor”** means a person, partnership, or corporation who contracts to undertake the execution of work commissioned by the owner or the City to install or maintain mains, service mains, services, hydrants and other appurtenances. Where work is undertaken on City owned property the contractor must be approved by the City.
- n) **“Council” or “City Council”** means the municipal council for the City.
- o) **“Cross Connection”** means any actual or potential connection between the waterworks and any source of pollution, contamination, or other material or substance that could change the quality of the water in the waterworks. This includes any bypass, jumper connection, removable section of pipe, swivel or changeover device, and any other temporary or permanent connecting arrangement through which backflow can occur. Individual protection would be installed on fixtures or appliances that have the potential of contributing to a cross connection;

- p) **“CSA-B64 Series Standards”** means the Canadian Standards Association standard for Backflow Preventers and Vacuum Breakers, as amended.
- q) **“Delinquent Account”** means an account for service issued by the City which remains unpaid after the due date.
- r) **“Director”** means the Director of Public Works of the City or his/her delegate;
- s) **“Dwelling Unit”** means a unit that consists of a self-contained room or set of rooms located in a building or structure, is used or intended for use only as a residential premises, contains kitchen and bathroom facilities that are intended for the use only of the unit, is used as a single housekeeping unit in which no occupier has exclusive possession of any part of the unit, and has a means of egress to the outside of the building or structure in which it is located, which means of egress may be through another residential unit or common area.
- t) **“Fire Code”** means the Ontario Regulation 213/07 made under Part IV of the *Fire Protection and Prevention Act, 1997*, S.O. 1997, c.4.
- u) **“Flat Rate”** is the fee charged when there is no meter available to measure consumption for billing purposes and is based upon average consumptive usage of 259m³ annually.
- v) **“Frontage”** is defined as:
 - i) Where the property is zoned agriculture, the length shall be the frontage of the residential usage portion only.
 - ii) Where the property is not zoned for agricultural use, the length shall be the frontage along which the main runs.
 - iii) Where a property is serviced on more than one side, the length shall be calculated for the side from which the property is being serviced.
- w) **“Frontage Charge”** means the charge payable, based upon the frontage of the property, when required as a condition of a severance or when a Municipal Water & Wastewater Service Connection Permit is issued, to finance the maintenance, replacement and rehabilitation of underground infrastructure;
- x) **“Guidelines”** means and is not limited to the Public Works/Engineering Services Subdivision/Site Plan Development Guidelines and Technical Standards for the City of Kawartha Lakes, and/or Design Guidelines for Drinking-Water Systems 2008 by the Ministry of the Environment, and/or Design Guidelines for Sewage Work 2008 by the Ministry of the Environment, as applicable and as amended.
- y) **“Irrigation Systems”** means equipment, which includes sprinkler heads, piping and other components that are used primarily to apply water to vegetation.
- z) **“Inspection”** includes,
 - i) An audit;
 - ii) Physical, visual or other examination;
 - iii) Survey;
 - iv) Test, and
 - v) Inquiry
- aa) **“Manager of Environmental Services”** means the person who holds that position with the City and his or her delegate(s).
- bb) **“Manager of Revenue and Taxation”** means the person who holds that position with the City and his or her delegate(s).
- cc) **“Meter”** means the device, which is the property of the City of Kawartha Lakes which measures and records the quantity of water passing through it and is read, serviced, maintained, and supplied by the City

- dd) **“Meter Chamber”** means a device for the protection of a meter.
- ee) **“Metered Water Systems”** shall include City-owned systems where water is supplied to the customer using a measurement on consumption meter.
- ff) **“Municipal Act, 2001”** means the *Municipal Act, 2001*, S.O. 2001, c.25, as amended.
- gg) **“Municipal Property”** means any lands/property owned by the City and/or easements, rights-of-way and/or road allowances in favour of the City;
- hh) **“Municipal Law Enforcement Officer”** means a peace officer appointed by Council pursuant to section 15 of the *Police Services Act*, R.S.O. 1990, c. P. 15, for the purpose of enforcing municipal By-Laws.
- ii) **“Occupier”** means a person residing on or in a property; a person entitled to the possession of the property if there is no other person residing on or in the property; and a tenant or leaseholder; and, where that person is a corporation, shall include the officers, directors and shareholders of that corporation. An occupier includes an occupant.
- jj) **“Other Charges”** means those charges related to repairs, installations, services rendered, or other expenses, exclusive of charges included in water rates, frontage charges and sewage service rates, payable by the consumer as provided for in this By-Law or as directed by City Council;
- kk) **“Owner”** means a person who has any right, title, estate, or interest in a property, other than that of only an occupant and, where that person is a corporation, shall include the officers, directors and shareholders of that corporation, and shall include any person with authority or power over or control of that property on the behalf of an owner. An owner includes a developer.
- ll) **“Permit Holder”** means the person to whom a Water & Wastewater Service Connection Permit has been issued, or with whom an agreement has been signed, authorizing the installation, repair, renewal or removal of any water and/or sewage works or connection to a water or sewer main in accordance with the terms and conditions of the permit or agreement;
- mm) **“Person”** means a natural person, an association, a partnership or a corporation and the heirs, executors, administrators or other legal representatives of a person to whom the context can apply according to law.
- nn) **“Premises”** means any house, tenement, building, lot, or part of a lot, or both, in, through, or past which service pipes run.
- oo) **“Private Hydrants”** are situated within the limits of the property owned or occupied by the owner or occupier of the water, and/or installed at such locations to serve as exclusive fire protection for said buildings at such a site complex, i.e., institutions, condominiums, community centers, schools, etc.
- pp) **“Private Water Service Pipe”** means the pipe, fittings and appurtenances which convey water from the water service connection to a water meter, or to the point where the pipe and fittings connected to the water service connection enters a building or structure if there is no water meter.
- qq) **“Private Water System”** means an assembly of pipes, fittings, valves and appurtenances that convey water from the private water service pipe to water supply outlets, fixtures, plumbing appliances, devices, and appurtenances and all other points downstream of the water meter or downstream of the point where the private water service pipe enters a building or structure if there is no water meter.
- rr) **“Property”** includes but is not limited to both public and private lands, a house, building, structure, lot or any part of a house, building, structure or lot within the City, and is adjacent to water and/or sewage works and may be entitled to a service connection.
- ss) **“Remote Readout Unit”** means any device which is used to record or transmit, or both, the water consumption reading of a water meter and may be installed at a separate location from the water meter but does not include the water meter register.
- tt) **“Sanitary Sewer”** means the pipe, valves and fitting attached thereto, which transport and collect wastewater from abutting properties and general area.

- uu) **“Sanitary Sewer Service Pipes”** means the pipe and fittings that convey wastewater from the inside of an exterior wall of a structure to a connection on a main.
- vv) **“Service Box”** means the structure that houses the shut off valve.
- ww) **“Service Connection”** means water and/or sanitary sewer service connection.
- xx) **“Sewage Works”** means the works for the collection, transmission, treatment and disposal of sewage or any part of such works, but does not include plumbing to which the *Building Code Act* applies.
- yy) **“Shut-off Valve”** means the valve on or at water service connection owned and used by the City to shut off or turn on the water supply from the waterworks to a property. May also be referred to as curb stop.
- zz) **“Special Meter Reading”** means a reading taken by a person authorized by the City to read a meter for billing purposes at a time other than the normal billing cycle reading.
- aaa) **“Sprinkler System”** means a dedicated water service installed to a building complex required by the Ontario Building Code or the Ontario Fire Code for the exclusive purpose of fire suppression of said structure.
- bbb) **“Streetline”** means the boundary of private property which adjoins municipal property.
- ccc) **“Substantially Demolished”** means the demolition of more than 50% of the exterior walls of the first story above grade of a building or structure, whether or not they are subsequently replaced.
- ddd) **“Supervisor of Water and Wastewater”** means the person who holds that position with the City and his or her delegate(s).
- eee) **“Tenant”** means a person that pays consideration to use or occupy land, a building or other property owned by another.
- fff) **“Temporary Water Service”** means:
 - i) a pipe installed from a public waterworks by the City, for a City project, and for a specified temporary period of time; and
 - ii) a pipe installed with the permission of the Director for construction purposes
- ggg) **“Treasurer”** means the person within the administration of the City, which fulfills the function of the Treasurer as required by the *Municipal Act, 2001*, S.O. 2001, c.25.
- hhh) **“Valve”** means a device for controlling the flow of water through a pipe. A valve on a service connection is also referred to as a stopcock or curb stop.
- iii) **“Water”** means potable water supplied by the City.
- jii) **“Water Account”** means a record of water consumption and all fees and charges related thereto at and for a property.
- kkk) **“Water and Wastewater Service Connection Permit” (WWSC)** means the permit issued for the installation and connection of water and/or wastewater connections from the watermain and/or sewermain to the streetline, to be installed by the City. The permit is issued by the Chief Building Official.
- lll) **“Watermain”** means the pipe and valves and fittings attached thereto, which transport and distribute water to abutting properties and general area.
- mmm) **“Water Service Pipes”** means the pipe and fittings that convey potable water from a connection on a main or private main to the meter location, or, for a fire service, to the inside of the exterior wall of a structure.
- nnn) **“Water Works System”** includes but is not limited to buildings, structures, plants, equipment, appurtenances, devices, conduits, intakes, outlets, underground pipelines and installations, and other works designed for the treatment, transmission, distribution and storage of water and includes lands appropriated for that purpose.

000) “**Zone or Area Protection**” is provided within a building or area of a building where a cross connection could occur due to installed equipment or work being performed.

1.03 **Interpretation Rules:**

- a) Wherever this By-Law refers to a person or thing with reference to gender or the gender neutral, the intention is to read the By-Law with the gender applicable to the circumstance.
- b) References to items in the plural include the singular, as applicable.
- c) The word "include" is not to be read as limiting the phrase(s) or description(s) that precede it.

1.04 **Statutes:** References to laws in this By-Law are meant to refer to the statutes, as amended from time to time that are applicable within the Province of Ontario.

1.05 **Severability:** If a court or tribunal of competent jurisdiction declares any portion of this By-Law to be illegal or unenforceable, that portion of this By-Law will be considered to be severed from the balance of the By-Law, which will continue to operate in full force and effect.

Section 2.00: Administration

2.01 The Director shall oversee:

- a) the City's water and wastewater systems, operations and maintenance, and
- b) develop and implement standards and specifications governing the design and construction of the City's drinking water and wastewater systems.

2.02 Should emergency conditions arise that imperil the municipal water supply or its distribution, the Director has the authority to:

- a) take all remedial measures as deemed necessary to protect public health, which may include limiting or stopping the supply of water in any area and restricting the use of water for any specific purpose;
- b) expend money and employ workers as needed to restore the City's drinking water system; and
- c) report to Council as soon as practical after such measures have been taken.

2.03 The Treasurer shall be responsible for:

- a) arranging for the installation and repair of fixed water meter reading equipment;
- b) administering water meter reading;
- c) establishing water and wastewater rates;
- d) accounting;
- e) billing;
- f) collecting fees and charges;
- g) issuance of water certificates in conjunction with a final reading of the City meter and a final bill to the owner of the property when a written request has been received and the charge established in the Tariff of Fees By-Law has been paid; and
- h) limiting or stopping the supply of water when there has been default of payment in accordance with the City's Water and Wastewater Billing and Collection Policy, or this By-Law, as amended from time to time.

Section 3.00: Use and Receipt of Water

3.01 No person shall use, cause or permit water to be used other than in connection with the property at which it is supplied nor shall water be sold or otherwise similarly disposed of without the prior written permission of the City, other than by authorized Kawartha Lakes Fire Services personnel or other City personnel acting in the course of their duties.

3.02 No person shall obtain water without paying the applicable charges, fees or rates for that water, except with the prior written approval of the City other than authorized Kawartha Lakes Fire Services personnel or other City personnel acting in the course of their duties.

3.03 The City does not guarantee any pre-determined water pressure or flow, or guarantee the water supplied to be free of colour or turbidity at all times.

Section 4.00: Installation and Maintenance of the Distribution and Collection Systems

4.01 Any and all work having to do with the supply of water and collection of wastewater, with the laying, repairing, renewing or the taking up of a watermain, sanitary sewer or service pipes on municipal property shall only be carried out by the officers, agents or servants of the City.

4.02 Any persons before proceeding with, or authorizing any construction, that will occur under, across or along any watermain, sanitary sewer or other water or sewage works forming any part of the City's systems, shall seek approval from the City by providing in writing, at least five (5) business days in advance, of their intention to proceed with same. If, in the opinion of the City, it becomes necessary to support or relocate any watermain, sanitary sewer or other water or sewage works, the cost of such work shall be at the sole expense of the applicant. The City has the authority to supervise and/or direct such works, which shall be at the sole expense of the applicant.

4.03 No person, except those authorized by the City, shall:

- a) tap-off, interfere or make any connection with a watermain and/or sanitary sewer,
- b) turn off, turn on or interfere in any manner with any watermain valve,
- c) turn off, turn on or interfere in any manner with any service pipe, or
- d) extend any watermain and/or sanitary sewer belonging to or that in the opinion of the City forms part of the City's water works and sewage works.

4.04 The City shall undertake only the following works on private property:

- a) such works as are necessary in connection with City owned meters, or other components of the water works system and
- b) inspection, disinfection, and testing of the installation or repair of private water services, as required by the City.

4.05 Where, on an emergency basis, the City assists the owner, at the owner's request, in the thawing of frozen pipes on that owner's property, all work performed by the City to assist the owner in that regard shall be performed at the owner's risk and cost. The owner shall have no claim whatsoever against the City by reason of that work.

Section 5.00: Water and Sanitary Sewer Service Connections and Applications

5.01 New or Changed Connections

- a) No person, including the owner or occupier, shall erect or cause to be erected any building, except an ancillary building, on lands that are serviced by the water and/or sewage works unless the new building is connected to the water and/or sewage works.
- b) No person, including the owner or occupier, shall connect to the City's water and/or sewage works or make changes or alterations to an existing connection to the City's water and/or sewage works without the written approval of the Director and in compliance with this By-Law.

5.02 Application for Connection

- a) All persons who require water to be supplied to a property or collection of wastewater or a change or alteration to the existing water or sanitary sewer service connection in relation to a property shall submit a Serviceability Application to the City with a minimum of ten (10) business days to determine if subject property is serviceable.

- b) The Serviceability Application shall be accompanied by any and all plans as may be required by the City to determine if the application is in accordance with applicable Guidelines and the standards, specifications and requirements of this By-Law. The owner shall be responsible for the completeness and accuracy of the information furnished on the Serviceability Application and in the plans at the time of making the application.
- c) Upon confirmation of serviceability of the property by the City, a Water and Wastewater Service Connection (WWSC) Permit shall be issued by the City's Chief Building Official and duly signed by the owner of the property.
- d) All applicable fees and charges, including but not limited to the cost of a new water meter if required shall accompany both the Serviceability Application and the WWSC Permit. Fees and charges are non-refundable.

5.03 Installation of Water and Sanitary Sewer Service Connection(s)

- a) All work and materials shall conform to the current Guidelines.
- b) All water and/or sanitary sewer connections within municipal property shall be constructed by the City or by contractors hired and approved by the City.
- c) The City retains the right to inspect and/or supervise any and/or all work performed on private property that relates to the installation of a connection to a City service pipe, not under the jurisdiction of the *Building Code Act*. If in the opinion of the City, the installation is not completed in accordance with all applicable laws including, but not limited to, the *Building Code Act*, the standards and specifications of this By-Law, it shall be made to conform, at the owner's expense.
- d) In the event that a person connects to the City's water and/or sanitary sewage works, and/or installs a water and/or sanitary sewer service connection in a manner other than provided for in this By-Law, the Director has the authority to order, at the owner's expense:
 - i) re-excavation of the connection for the purpose of inspection and testing and subsequent reinstallation of the works in compliance with this By-Law, or
 - ii) disconnection of the service connection, which shall not be reinstalled and/or reconnected without the prior written permission of the Director and full compliance with the requirements of this By-Law.
- e) A separate and independent water and sanitary sewer service and water meter shall be required for:
 - i) each single family dwelling, including separate living units that legally conform to Zoning By-Laws of the City of Kawartha Lakes,
 - ii) each unit of a semi-detached building,
 - iii) each dwelling unit of a linear row housing building or tenement,
 - iv) apartment buildings,
 - v) commercial buildings,
 - vi) condominium apartment buildings and
 - vii) industrial buildings.
- f) Each and every water service connection shall be equipped with a shut-off valve that shall be located on municipal property or a location authorized in writing by the Director, such valve(s) shall be the property of the City.
- g) Each and every water and sanitary sewer service connection shall be installed and connected to the City's watermain and/or sanitary sewer located along the frontage of the property unless otherwise authorized in writing by the Director.
- h) A separate connection service meter installed for irrigation and/or fire sprinkler systems is not permitted.
- i) Shut-off valves for all water services, irrigation and/or fire sprinkler systems shall be made fully accessible to the City. If shut-off valves are not accessible, the City will undertake relocation work to ensure the valves are accessible. All costs associated with relocation shall be at the owner's expense.

Section 6.00: Private Water and Sanitary Sewer Service Pipes and Private Fire Service Mains

6.01 Installation and Inspection

- a) All private water and sanitary sewer service pipes and private fire service mains and their appurtenances shall be installed by the owner, at the owner's expense, in accordance with all applicable law including, but not limited to, the *Building Code Act*, Guidelines and this By-Law.
- b) No owner shall install a private water or sanitary sewer service pipe or private fire service, or permit a private water service pipe, sanitary sewer service or private fire service main to be installed on that owner's property except where:
 - i) the watermain/sanitary sewer to which the connection is to be made is fully completed and accepted by the City for operation; and
 - ii) water/sanitary sewer service connections have been installed to the satisfaction of the City.
 - iii) the private fire service connections have been installed to the satisfaction of the City.
- c) In the event that a person installs or permits to be installed a private water/sanitary sewer service pipe or private fire service main in a manner contrary to this By-Law, the Director has the authority to order the excavation of the installation and/or direct any other action as may be deemed necessary for the purpose of inspection and testing by the City, at the owner's expense.
- d) If the City determines, after an inspection and testing, that a private water/sanitary sewer service pipe or private fire service main has not been installed in accordance with subsection 6.01. a), the Director has the authority to direct the owner to perform the necessary work to ensure full compliance. All works shall be at the expense of the owner and shall be completed within a specified time period.
- e) Where an owner fails to or refuses to perform the remedial work as directed under subsection 6.01. d), the Director has the authority to:
 - i) issue an order to the owner to perform the necessary work, in addition to any requirements as determined by the Chief Building Official, to bring the private water and sanitary sewer service pipe and/or private fire service main, into full compliance with the applicable regulations, Guidelines and this By-Law; and
 - ii) issue an order to disconnect the private service pipes and/or private fire service main from the water or sewage works.
- f) Upon a disconnection by the Director under subsection 6.01 e) (ii), the owner shall not reinstall a private water/and or sanitary sewer service pipe or private fire service main or both except:
 - i) upon the prior written approval of the Director; and
 - ii) upon the payment of all applicable fees and charges in respect to the disconnection; and
 - iii) when work is in complete compliance with applicable Guidelines and this By-Law.

6.02 Maintenance and Use

- a) The owner or occupier of a property shall keep all private water/sanitary sewer service pipes and private fire service mains on that property, including but not limited to fittings, valves, meter chambers and supports thereof, in good working order and repair at all times.
- b) The owner or occupier of a property shall repair any and all leaks, defects or malfunctions in, of, or on the private water/sanitary sewer service pipes or private fire service mains on that property, including leaks, defects or malfunctions related to valves, fittings or corroded piping, as soon as possible once made aware of any such leaks or defects or malfunctions, in accordance with all applicable City By-Laws and provincial legislation.

- c) In the event that an owner or occupier fails to keep all private water/sanitary sewer service pipes and private fire service mains on that property, including but not limited to fittings, valves, meter chambers and supports thereof, in good working order and repair at all times or refuses to repair any and all leaks, defects or malfunctions in, of, or on the private water/sanitary sewer service pipes or private fire service mains on that property, including leaks, defects or malfunctions related to valves, fittings or corroded piping, the Director is authorized to issue an order to the owner or occupier to do so.
- d) The owner or occupier shall comply with an order issued under subsection 6.02 c) no later than forty-eight (48) hours after issuance.
- e) If an order is issued under subsections 6.02 a), 6.02 b) or 6.02 c), the owner or occupier shall pay the amount specified in Schedule "A" of this By-Law with respect to any water not registered by a meter or for any water loss, for each day an order of the Director under subsection 6.02 d) is out of compliance.
- f) Notwithstanding subsection 6.02 e), where the owner or occupier can provide, to the satisfaction of the Director, an accurate record of actual water loss as a result of the leak, defect or malfunction, the amount payable may be adjusted to be equal to the amount so recorded, to the satisfaction of the Director.

6.03 Investigations/Disputes

- a) Where an owner or occupier disputes the City's determination of the location of a leak or defect in a service connection, the owner or occupier may apply in writing to the Director to request the City to conduct an inspection of the service connection and to perform whatever excavation that may be necessary.
- b) The owner or occupier shall set out, in the application, the basis upon which the owner or occupier disagrees with the City's determination of the location of a leak or defect in a service connection.
- c) If the Director, determines that an inspection by excavation is necessary to determine the location or cause of the leak or defect, the owner or occupier requesting the inspection shall pay to the City the deposit specified in Schedule "A" of this By-Law, prior to the commencement of the excavation.
- d) The deposit shall be in the form of either cash or a certified cheque, or applied to the owner or occupier's water account, as may be determined by the Director.
- e) If, upon an inspection under subsection 6.03 a):
 - i) a leak or defect is found by the City on the City's portion of the service connection, the City shall refund the deposit to the owner or occupier;
 - ii) no leak or defect is found by the City on the City's portion of the service connection, the Director has the authority to determine the actual cost of the excavation, restoration and any other services or work performed by the City in relation to the inspection. Payment of those costs shall be the responsibility of the owner or occupier.
 - iii) should the actual cost of the work be greater than the deposit received under subsection 6.03 d), the owner or occupier shall immediately remit to the City the difference.
 - iv) in the event the actual cost of the work is less than the amount of the deposit received under subsection 6.03 d), the Director shall authorize the refund of the difference to the owner or occupier. If the deposit was applied to the owner/occupier's water account, a credit will be applied to the account.

Section 7.00: Demolitions

7.01 Demolition of a Building

- a) An application to disconnect services must be made on the approved form prior to a demolition permit being issued.
- b) An owner who has received a permit to demolish a property shall notify the City in writing at least seven (7) days in advance of the date on which the water supply to the property is to be terminated, and shall make an appointment with, and provide access to, the City to accommodate a final water meter reading, the removal of the water meter and the remote readout unit from the property, turn-

- off of the water supply at the shut-off valve and to allow for inspection of the plugged sanitary sewer service.
- c) The owner shall be present at the property when the final water meter reading is taken, the water meter is removed, the water supply is turned off and the inspection of the plugged sanitary sewer service is complete.
- d) The City may require that the services be disconnected and capped at the property line, at the expense of the owner.
- e) The owner shall pay the amounts specified in Schedule "A" of this By-Law, for the turn-off of the water supply to the property and shall pay all City costs related to the disconnection of the water service connection from the water and sewage works in accordance with section 5.00 of this By-Law.
- f) In the event an owner fails to provide access to a property prior to demolition of a building on the property, in accordance with subsection 7.01 b), the owner shall pay to the City an amount equal to the cost of a new water meter and remote readout unit of the same type and size that was unable to be recovered by the Treasurer from the property in accordance with the amounts specified in Schedule "A" of this By-Law.
- g) In addition to the amounts payable under subsection 7.01 f), the owner shall also pay for the amount of water consumption from the last water meter reading date to the date of disconnection of the water service connection from the waterworks, estimated by the Treasurer in accordance with subsection 10.03 h).
- h) Notwithstanding subsections 7.01 e) and 7.01 f), if the Treasurer determines that it is not necessary to recover a water meter from a property to be demolished, the Treasurer shall notify the owner in writing.
- i) Upon receipt of a notice from the Director following the inspection required under subsection 7.01 b), and provided that the water meter has been removed or determined unrecoverable per subsection 7.01 h), the owner may proceed with the demolition.
- j) The owner shall be responsible for the payment of the fixed rate charge specified in Schedule "B" to this By-Law.

Section 8.00: Construction Water

8.01 Application

- a) Where an owner wishes to make an application for water service connection for the supply of water to the owner's property for construction purposes, the owner shall submit an application, to the City for either a construction water permit or a metered construction water service connection as provided in section 8.00 of this By-Law. A Construction Water Permit will be provided with a Water and Sanitary Sewer Connection Permit per section 5.00 of this By-Law.
- b) The application requirements of subsection 5.02 shall apply to an application for a Construction Water Permit.
- c) The water shall be used solely for the construction of the building for which the application is made, which includes normal concrete and masonry work and other minor uses on the subject property and shall not be utilized for compaction or lawn watering purposes.
- d) The City is authorized to terminate the supply of water to a property where a person issued a Construction Water Permit is found to be using construction water for compaction, lawn watering, use in a model home or where construction water is used to service more than one separately assessed parcel of land

8.02 Construction Water Permit

- a) An owner who applies for a Construction Water Permit shall, at the time of making application, pay to the City all applicable amounts as specified in Schedule "A" for a three-month supply or as specified in subsection 23.03 for that permit and water service connection if the construction water provided is metered.
- b) The owner shall pay all costs for the installation of any temporary or permanent water service connection of any size and all costs for the disconnection of any temporary water service connection.

- c) The commencement date for the Construction Water Permit shall be the date the construction water is connected by the City and is valid for a three-month period from that date.
- d) Should construction water be turned on by someone other than the City, the owner will be charged for the construction water from the date of the building permit to the date of the installation and commencement of use of the water meter.
- e) Once the water meter is installed, the owner shall be charged the current water rates for all water consumption registered on the water meter in place of the construction water rate specified in Schedule "B" of this By-Law.

8.03 Extension of Permit

- a) The holder of a Construction Water Permit, who has not installed a properly working water meter within the initial three-month period set out in subsection 8.02, may apply to the Treasurer for an extension of the permit beyond that initial three-month period.
- b) The extension period set out in subsection 8.03 a) shall be for no less than three additional months.
- c) Where the extension of a permit is applied for and the consumption is not metered, a payment for the supply of water for the full term of the applied-for extension, calculated in accordance with the amounts specified in Schedule "A" of this By-Law, shall be made by the permit holder at the time the application for the extension is submitted.
- d) Once the water meter is installed, the owner shall be charged the current water rates for all water consumption registered on the water meter in place of the construction water rate specified in Schedule "B" of this By-Law.
- e) The owner shall be entitled to apply for additional extension periods but must comply with the requirements of subsection 8.01 a) and b) with respect to each application for an extension.
- f) The Treasurer shall shut off the supply of water to a property where an owner issued a Construction Water Permit under subsections 8.01 a) and 8.01 b) has not installed a properly functioning meter and has not applied for and/or received an extension of the permit for the property at the end of the initial three-month term or any approved extension term.

8.05 Backflow Prevention – Construction Water

- a) A backflow prevention device shall be installed in accordance with the current CSA - B64 Series Standards on each and every temporary water service connection to private water service pipes.
- b) The owner shall pay all costs associated with the supply, installation, replacement or repair, and testing of the backflow prevention device(s).
- c) If the backflow prevention device is found to be either missing or damaged, the Director is authorized to immediately order the shut-off of the water supply to the property until such time that the backflow prevention device is either replaced or repaired.

8.06 Fire Hydrant Used for Construction Water

- a) If authorization in writing is granted by the City for temporary use of a fire hydrant for the supply of construction water, a temporary hydrant meter, valve and backflow prevention device shall be installed on the hydrant.
- b) The City shall supply, install and seal the temporary hydrant meter, valve and backflow prevention device.
- c) The owner and/or contractor shall pay the temporary hydrant meter fee as established in Schedule "A" of this By-Law prior to the installation of the temporary hydrant meter. This fee includes supply and install of the temporary hydrant meter, valve and backflow prevention device.
- d) The owner and/or contractor shall pay for all water supplied from the fire hydrant as per Schedule "B" of this By-Law.

e) The owner and/or contractor shall protect the temporary hydrant meter, backflow prevention device and fire hydrant from freezing or any other damage, at all times, to the satisfaction of the City.

f) If any loss or damage occurs to the temporary hydrant meter, backflow prevention device, valve or fire hydrant the owner shall immediately notify the City and shall pay all costs associated with the replacement or repair of the temporary hydrant meter, backflow prevention device or fire hydrant.

Section 9.00: Meter By-pass

9.01 No pipe connection shall be made to a water service pipe other than after the outlet side of a water meter, except where a bypass around the meter has been approved in writing by the City.

9.02 An approved water meter bypass shall be equipped with a shut-off valve that upon notification of its installation by the owner shall be sealed in the closed position by the City.

9.03 A properly installed by-pass, including sealed valve around the water meter shall be provided at the expense of the owner or occupier of the premises on which the water meter is located when required by the City.

9.04 No person shall break the City's seal on a by-pass valve, without the expressed authorization of the City.

9.05 If the owner or occupier fails or refuses to supply the by-pass pipe or valve(s) to the satisfaction of the City, the Director has the authority to order the owner or occupier:

- a) To supply and install a new or replacement water meter by-pass pipe or valve(s);
- b) To remove any defective pipe or valve(s) and install new pipe or valve(s); and
- c) To repair and maintain the water meter by-pass pipe or valve(s), to the satisfaction of the City, at the owner's or occupier's expense.

9.06 An owner or occupier shall comply with a Director's order made under subsection 9.05 within seven (7) calendar days from issuance of the order.

9.07 If an owner or occupier fails to comply with a Director's order made under subsection 9.05 within the time required, the Director may undertake the work, at the owner's or occupier's expense, in accordance with Section 26.00 of this By-Law.

9.08 Water Meter Chamber

Where a meter chamber is required as determined by the City, the meter chamber shall be provided with a readily accessible remote reader in accordance with the City's current Guidelines.

Section 10.00: All Water Metered

10.01 Provision for Water Meter

a) An owner of a property shall ensure that provision is made in the piping system of all existing, new and renovated buildings for the installation of a water meter of the same diameter as the private water service pipe in accordance with the City Guidelines.

b) A water meter shall be located at the point at which water service pipes enter the building unless directed otherwise by the City in writing; that another location may be used.

c) If a water meter cannot be located as stated in 10.01 b) and determined by the City, it shall be equipped with a remote reader. The location of the remote reader shall be determined at the sole discretion of the City.

d) Additional, private meters or water meters required by this By-Law may only be installed by the owner at the discretion of the City.

10.02 Notification by Owner

Upon receipt of an approval from the Chief Building Official (CBO) for the installation of new plumbing or for all new or replacement private water service pipe installations, where a water meter is required to be installed under this By-Law, the owner shall immediately notify the Treasurer when the property is ready for the installation of the water meter.

10.03 Water to be Metered

- a) All water supplied by the City and consumed on the property shall pass through a meter owned by the City, save and except as stipulated in Section 3.00 and Section 8.00 of this By-Law, for use on the property unless the water in question is authorized by this By-Law to be used for fire protection, and shall be charged for at such rates as attached as Schedule "B", amended from time to time by Council.
- b) Water meters shall be installed at a time determined by the City and shall be installed, maintained, repaired and disconnected only by employees or agents of the City.
- c) For water services not measured by a water meter at the time of the passing of this By-Law, the Treasurer shall send a letter to the owner or occupier identifying a timeframe when a water meter will be installed at the City's sole expense.
- d) If the property owner or occupier fails to contact the municipality to confirm the appointment, or to set an alternate date or time within ten (10) business days of the date of the letter, as referenced in subsection 10.03 c), the Treasurer shall send a further letter by registered mail advising of the water meter installation date.
- e) If the owner or occupier fails to respond to the letter referenced in subsection 10.03 d), the Treasurer shall issue a final notice by registered mail stating that if the owner or occupier does not make suitable arrangements within five (5) business days for the installation of a water meter on the property, water services may be terminated with all costs for shut-off and turn-on to be added to the account in accordance with Schedule "A". The Treasurer has the authority to issue an order under subsection 10.06 b).
- f) Water service discontinued as a result of action under subsection 10.03 e) shall remain turned off until such time as a water meter has been installed and the provisions of this By-Law are complied with in full.
- g) The water meter shall be prima facie evidence of the quantity of water supplied by the City.
- h) In the event that a meter is found to not be registering, or is not registering correctly, the Treasurer has the authority to charge for consumption at the average rate for the previous year or, at a reasonable rate to be determined by the Treasurer.

10.04 Supply and Payment for Water Meters

- a) The City shall be the sole supplier of all water meters registering consumption of water supplied and billed by the City.
- b) Strainers and connection fittings including water meter flanges to be attached to the water meter shall be provided by the City when required.
- c) The City shall retain ownership of all water meters, strainers and connection fittings including the water meter flanges supplied by the City.
- d) The owner or occupier shall pay the amounts specified in Schedule "A" of this By-Law, for the water meter supplied by the City in accordance with subsection 10.04, at the time of issuance of a water and sanitary sewer service connection permit, except where:
 - i) The property does not have a water meter as of the date of this By-Law coming into force and is subject to the universal metering program or is a property to which the City supplies water meters as part of the automated meter reading program; and
 - ii) The program exempts such fees and charges.
- e) No water and sanitary sewer service connection permit application shall be approved by the City until all amounts required to be paid under subsection 10.04 d) have been received.

10.05 Supply of Water – New Installation

- a) No person shall turn on the water supply to a property other than authorized Kawartha Lakes Fire Services personnel or other City personnel acting in the course of their duties or as an authorized agent or contractor of the City expressly acting within the scope of their work or services, until the City has inspected and sealed the water meter installed at the property.

- b) In the event that water supply to a property has been turned on prior to the City's inspection and sealing of the water meter at the property, the City shall immediately, without notice, terminate the supply of water to the property.

10.06 Refusals to Install

- a) Under a universal metering program or automated meter reading program, no owner or occupier shall refuse or obstruct the City in the installation of:
 - i) a water meter and related items; and
 - ii) automated meter reading equipment.
- b) In the event that the owner or occupier refuses to allow the City to install a water meter and any related items and equipment as required, the Director or Treasurer may issue an order to the owner to do so.
- c) The owner or occupier shall comply with an order issued under subsection 10.06 b) no later than seven (7) days after issuance.
- d) If an owner or occupier fails to comply with an order under subsection 10.06 b), the City may undertake the work at the owner's expense in accordance with subsection 26.04 a).

10.07 Remote Readout Unit and Remote Readout Unit Wire

- a) For each water meter at a property, the City may provide each metered property with a remote readout unit(s) and a wire for each remote readout unit.
- b) The City shall be the sole supplier of remote readout units and wires to each property.
- c) Ownership of the remote readout unit(s) and wires shall remain with the City.
- d) The owner or occupier of a property shall protect the remote readout unit and wire from damage.
- e) The City shall inspect and connect the new wire or remote readout unit installation, and the owner of the property shall provide access to the City to do so.
- f) If the wire or the metallic electrical conduit required becomes damaged, the City shall provide and install new wire and conduit at the owner's or occupier's sole expense, as per Schedule "A" to this By-Law.
- g) If the remote readout unit becomes damaged, the owner or occupier of the property shall pay the full cost to the City for the City to supply and install a new remote readout unit, and any protective device, as specified in Schedule "A" of this By-Law.
- h) An owner or occupier of the property shall ensure that the remote readout unit is easily accessible to the City, in a location approved by the City, at all times, and at no time shall access to it be obstructed or denied.

10.08 Bulk Water

- a) Water obtained from a City owned bulk water fill station shall be metered and consumptions fees as per Schedule "A" to this By-Law shall be paid.
- b) There shall be no mixing of pesticides on City owned property where there is a bulk water fill station.
- c) It is the responsibility of the person obtaining water from the bulk water fill station to supply their own connections, hoses, containers, etc. that have been strictly used for potable water.

Section 11.00: Care and Operation of Meter

11.01 Owner's or Occupier's Responsibility

- a) The owner or occupier of the premises on which a water meter is to be located shall be responsible for:
 - i) paying the fee for the supply and installation of the water meter and remote reader in accordance with Schedule "A" to this By-Law;
 - ii) protecting the water meter and remote reader from damage or destruction;
 - iii) providing at all times easy access to the water meter and remote reader to the City for the purposes of meter reading, checking, repairing, installation and removal in accordance with subsection 12.02 of this By-Law;
 - iv) paying the cost to repair or replace a damaged or stolen water meter or remote reader; and
 - v) paying the cost to change the size of a water meter due to change in water use.
- b) No pipe connection shall be made to a private water service other than on the outlet side of the water meter.
- c) An owner or occupier shall be responsible for any and all water loss or water discharge that occurs and may be a result of, but not limited to: freezing, hot water, damage from any cause in a private water service pipe, private water system or private fire service main on that owner's property.
- d) Thawing of frozen water service pipes shall be the owner's or occupier's responsibility.
- e) Charges as a result of replacement of a damaged meter shall be added to a subsequent water/wastewater invoice.
- f) An owner or occupier shall immediately notify the City of any breakage, stoppage or irregularity of performance issues related to the water meter.
- g) If a water meter is lost or damaged, the owner or occupier shall immediately notify the City. The City will undertake any repair or removal of a damaged water meter or the installation of a new water meter of a similar size and type or both, all at the expense of the owner or occupier.
- h) The City shall not be responsible for any damage to buildings or property occasioned by, or in the course of, the installation, maintenance, repair or disconnection of any water meter, provided that the employees or agents of the City in the course of such installation, maintenance, repair or disconnection have taken reasonable care.
- i) In the case of a property subject to meter installation or replacement under a universal metering program or automated meter reading program, the City may install the water meter, conduit and wire for the remote readout unit and automated meter reading equipment.

11.02 Relocation of Water Meter

No person shall change or permit to be changed, the location of a water meter at a property following installation to the satisfaction of the City, without the prior written consent of the City.

Section 12.00: Water Meter Inspection

Every water meter installed on a property shall be inspected and sealed by the City at or about the time of installation.

12.01 Water Meter Interference

- a) No person, except a person authorized by the City shall open, or in any way alter or tamper with any water meter or seal, or undertake any action(s) that interfere with the proper registration of the quantity of water that passes through a water meter or ought to pass through a water meter.

- b) No person shall connect or permit to be connected any pipe or other object to a private water service pipe upstream of a water meter or the by-pass pipe and valves.
- c) If the City determines that a seal on a by-pass valve or a water meter has been tampered with or is broken, the City may chain and lock the by-pass valve in the closed position and may reseal the water meter at the owner's expense.
- d) The seals placed upon the meters and by-pass valves shall only be broken by the City in the course of maintaining and operation the meter and by-pass valves.
- e) In the event that the seals are discovered to be broken, the City may cause an investigation to be made.

12.02 Access.

- a) Every owner and occupier shall, at reasonable times and on reasonable notice, permit the City to have free, clear and unobstructed access to a property and to the location where a water meter is to be installed in or on a property or to permit the City to test, read, repair, maintain, alter, disconnect, remove, replace or install a water meter or seal a water meter that has been installed.
- b) Notwithstanding the generality of subsection 12.02 a), the location of a water meter shall be made accessible without the use of a portable ladder or the necessity of climbing over or removal of an obstacle.
- c) When requested by the City, an owner or occupier, shall permanently remove any insulating or other material from, on, or around a water meter to provide the City with full, unobstructed access to the water meter.
- d) Any replacement of the material referenced in subsection 12.02 c) shall be undertaken by the owner or occupier at the owner's or occupier's sole expense in accordance with applicable Guidelines for water meters and all applicable law, including but not limited to the *Occupational Health and Safety Act*.
- e) As part of an inspection, the City shall at all times be permitted to take photographs, including digital images, of any water meter, private meter, by-pass pipe and valves, inlet and outlet valves, backflow prevention device, private water system, private water service pipe, private fire service main or water meter chamber.

- 12.03 Any owner or occupier who fails to report to the City that a meter has been installed, shall be back-charged to the date the occupancy permit was issued, for water consumption and wastewater use (where applicable) and include a fixed rate charged on a prorated basis, to be estimated at the discretion of the Treasurer.

Section 13.00: Meter Reading

Every owner and occupier shall, at reasonable times and on reasonable notice, permit the City to have free, clear and unobstructed access to that person's property and to the location where a water meter is installed on that property to permit the City to read the water meter which has been installed.

Section 14.00: Meter Testing On Request Of Owners/Occupiers

- 14.01 Any meter shall be removed and tested upon the written request of the owner or occupier to determine if the water meter is over-registering the amount of water consumed at the property.
- 14.02 If the meter is found to register correctly, slowly or not to exceed three percent (3%) in favour of the City, the person requesting meter removal and testing shall pay the expense of removing and testing the meter.
- 14.03 The minimum charge for testing a meter shall be in accordance with Schedule "A" of this By-Law. If said meter test shows the meter to be registering incorrectly, no charge for testing shall be levied in accordance with Schedule "A" of this By-Law.
- 14.04 Charges incurred under subsection 14.03 shall be added, if required, to the subsequent water/wastewater invoice.
- 14.05 If a meter, when tested, is found to register in excess of three percent (3 %) in favour of the City, a refund shall be made to the owner or occupier in an amount

equal to such excess percentage on the invoice for the one (only) quarterly period immediately prior to the testing of said meter.

- 14.06 The City may, at its sole discretion, make periodical inspections or tests of meters on the distribution system and reserves the right to substitute other meters for existing meters, owned by the City.

Section 15.00: Water for Fire Extinction

- 15.01 Where a fire line is provided, no water shall be taken from it except for fire protection purposes and for testing and maintenance as required by the Fire Code.
- 15.02 Fire lines that are not supplied by a separate service shall be connected before the meter to ensure water consumed for fire purposes is not read by the meter.
- 15.03 All equipment used for a fire protection system shall be provided with suitable valves and approved by the City.
- 15.04 Stand pipes for fire protection shall be installed in accordance with the Building Code Act.
- 15.05 The City may require a compound meter be installed at a property. The meter is to be purchased for the City, and shall be installed and maintained by the City.
- 15.06 All systems shall be approved and installed in accordance with the Building Code Act.
- 15.07 All fire protection equipment installed prior to the adoption of this By-Law shall be made to conform to the provisions outlined in Section 15 of this By-Law within twelve (12) months of notification to the owner by registered mail given by the Director.

Section 16.00: Fire Hydrants

- 16.01 All fire hydrants shall be used for the purpose of providing water for the suppression of fires and the maintenance of the municipal water system.
- 16.02 Only duly authorized City personnel and Kawartha Lakes Fire Services personnel are authorized to use fire hydrants owned and maintained by the City.
- 16.03 The design, location, installation, reparation and maintenance of all fire hydrants within the City's jurisdiction shall be undertaken to the current Guidelines.
- 16.04 The City shall have the authority, through the development process, to secure adequate municipal fire hydrants in accordance with the above-noted Guidelines.
- 16.05 No person or persons shall without lawful authority open or close any fire hydrant or valve, or obstruct the free access to any fire hydrant (a minimum of one metre clearance), curb stop chamber, pipe or valve by placing upon it any building material, rubbish or other obstruction.
- 16.06 The City, at its sole discretion, has the authority to remove any obstruction, to operate fire hydrants or valves, or to repair water lines, and shall not be liable for damages that may result from the replacement or repair.
- 16.07 Private fire hydrants shall be maintained accessible at all times and in good operating condition by and at the expense of the owner.
- 16.08 Water from privately owned hydrants shall not be taken for other than fire-fighting purposes and maintenance of water quality.
- 16.09 Private hydrants shall be tested and maintained on a regular basis, at the owner's expense and in accordance with the Fire Code by qualified personnel as approved by the City.
- 16.10 Where a fire flow test from a municipal fire hydrant is required by a property owner or occupier (i.e., for insurance requirements), and the property owner or occupier has hired a company to perform flow testing, the City shall be on-site during testing to operate fire hydrants. A request in writing must be made with the City seven (7) days prior to testing. The fee for this service is as noted in Schedule "A".

Section 17.00: Cross Connections and Backflow Prevention

17.01 Installation

- a) No owner or occupier shall connect, cause to be connected or allow to remain connected, any piping fixture, fitting, container or appliance, in a manner which under any circumstances, may allow water, wastewater or any harmful liquid, gas, vapour or other substance to enter the waterworks system.
- b) Where, in the opinion of the City, there is a risk of contamination at a property, the owner or occupier of the property, upon issuance of an order from the Director, shall install a backflow prevention device or devices approved by the City for the purpose of achieving premise isolation, regardless of any other protective devices that may be installed on the private water system.
- c) An owner or occupier of buildings, which contain potentially high health hazards, or where the building contains industrial piping systems, or where access by the City is limited, shall be required to install in the building(s), a backflow prevention device as approved by the City, at the owner or occupier's expense.
- d) All backflow prevention devices required for premise isolation shall be selected, installed, replaced, maintained and tested by the owner in accordance with this By-Law, the *Building Code Act*, and current CSA - B64 Series Standards.
- e) Steam boilers or water heaters shall be fitted with a suitable check valve, in accordance with the *Building Code Act*, to prevent accident from collapse or damage, should the pressure in the watermain fail. The City shall not be liable for damages, which may result from pressure failure, no matter the cause of such failure.
- f) The City, at its discretion, may also require the owner or occupier to install zone or area protection as required by current CSA Standard B64 series within a plumbing system.
- g) Owners or occupiers shall design, construct, install and maintain a premise isolation system for each water service connection and private fire service main so that the system is in compliance with all applicable law, including this By-Law and the *Building Code Act*, and current CSA - B64 Series Standards.
- h) Any owner, occupier or other person required to install a backflow prevention device shall obtain a building permit for each backflow prevention device to be installed.
- i) Every owner or occupier required to install a backflow prevention device shall determine the proper device in accordance with CSA - B64 Series Standards and this By-law, including any temporary backflow prevention device.
- j) Notwithstanding subsection 17.01 i), where an owner or occupier is required to install a backflow prevention device under this By-law, the City may direct the owner or occupier to install a specific type of backflow prevention device where the City determines that such specified device is necessary to prevent contamination of the waterworks.
- k) Every owner or occupier required to install a backflow prevention device shall install the device downstream of the water meter and prior to any tapping, or where circumstances require, in an alternate location authorized by the City.
- l) Every owner or occupier required to install a backflow prevention device shall ensure that it is in proper working order at all times and that all piping between the water meter and the backflow prevention device is clearly labeled "no connection permitted."
- m) A backflow prevention device, approved by the City, may be installed with a detector assembly, in lieu of a detector check valve on new systems, with the written approval of the City.
- n) A water service installed on a premise for fire protection purposes shall be equipped with an approved double check valve or backflow preventer, approved by the City, and shall be maintained in good working order at all times.

17.02 Inspection

- a) The owner or occupier shall ensure that the person inspecting and testing the premise isolation backflow prevention device is authorized to do so by the City.
- b) Owners or occupiers shall cause the inspections and testing of a premise isolation backflow prevention device to be performed:
 - i) upon the installation of the backflow prevention device;

- ii) immediately, and no later than seventy-two (72) hours after the backflow prevention device is cleaned, repaired, replaced, serviced or overhauled;
 - iii) when the backflow prevention device is relocated;
 - iv) annually;
 - v) as required by this By-Law and Guidelines, including CSA - B64 Series Standards and American Water Works Association (AWWA) standards for test procedures; and
 - vi) as may be required by the Director.
- c) All cross connection control devices (CCCD) shall be inspected and tested, in accordance with current CSA - B64 Series Standards.
 - d) The owner or occupier shall submit a report, on a report format approved by the Director, on any or all tests performed on a CCCD within fourteen (14) days of a test and a record card shall be displayed on or adjacent to the CCCD on which the tester shall record the address of the premises, the location, type, manufacturer, serial number and size of the device, the test data, the tester's initials, the tester's name (if self-employed) or the name of his employer and the tester's license number.
 - e) If an owner or occupier fails to have a CCCD tested, in accordance with subsections 17.02.a); 17.02 b); 17.02.c); and 17.02 d), the City may notify the owner or occupier that the cross connection control device shall be tested within ninety-six (96) hours of the owner or occupier receiving that notice.
 - f) If an owner or occupier fails to have a CCCD tested within ninety-six (96) hours when requested by the City, the City may shut off the water service or water services until the CCCD has been tested and approved pursuant to subsections 17.02.a); 17.02 b); 17.02.c); and 17.02 d) of this Section.
 - g) If a condition is found to exist due to negligence, such as failure to have CCCD inspected or tested or failure to maintain backflow prevention device in good working condition, which in the opinion of the Director is contrary to the aforesaid, the Director may:
 - i) shut off the service or services or
 - ii) issue an order to the owner or occupier to correct the fault at his or her sole expense within forty-eight (48) hours of receiving the order.
 - h) Should the owner or occupier fail to comply with such order, the Director shall proceed pursuant to subsection 25.01 of this By-Law. In the event that it is determined that this condition existed prior to this By-Law coming into effect, the owner or occupier shall remedy it as stated above.
 - i) If the Director determines that a contravention of subsection 17.01 a) may exist at a property, the Director may immediately carry out an inspection and may issue an order or orders to the owner or occupier of the property or any other person as may be required to remedy the contravention.
 - j) If a test of a backflow prevention device reveals that the device is not in proper working condition, or is not in conformance with the Guidelines, the owner or occupier shall repair or replace the device within forty eight (48) hours of the performance of the test.

17.03 Access

- a) The City shall be allowed access, upon reasonable notice, to any premises that are connected to the waterworks system for the purpose of performing an inspection to locate possible cross connections.
- b) Where access is not provided, a written notice by the City shall be issued allowing fourteen (14) days to provide access. If access is not provided within this time frame, the City may, at its sole discretion, discontinue the supply of water to the premises until such time as access is provided for such access to occur.
- c) Every backflow prevention device shall be installed in a location that is readily accessible as determined by the City, for operational, renewal, servicing, and maintenance and inspection purposes.

- d) The location of the backflow prevention device shall be accessible without the use of a portable ladder or the necessity of climbing over or removal of an obstacle.
- e) The City may, at reasonable times or in the case of an emergency, at any time, enter a property for the purpose of inspecting or testing a private water service pipe, private water system, a private fire service main, a backflow prevention device.
- f) Owners and occupiers shall remove any insulating or other material on or adjacent to the private water service pipe, private water system, private fire service main, backflow prevention device so that full access to that pipe, system or devices are available for the testing and inspection purposes.
- g) All of the removal and any subsequent replacement carried out under subsection 17.03 f) shall be performed by the owner or occupier at that owner or occupier's expense in accordance with all applicable law including but not limited to *Occupational Health and Safety Act* and its Regulations.
- h) No person shall obstruct or permit or cause the obstruction of the access to a private water service pipe, private water system, or backflow prevention device, either permanently or temporarily.

17.04 Surveys

- a) The City may require the owner or occupier of an existing industrial, commercial, institutional building, structure or property or any other property, that has the potential to contaminate the waterworks system, to submit a backflow prevention device survey, to the City, at the owner or occupiers expense.
- b) If a backflow prevention device survey is required, the owner or occupier shall submit it to the City by the date specified in the City's notification to the owner or occupier of its requirement.
- c) Where the City has not specified a date by which the backflow prevention device survey must be submitted in the notification to the owner or occupier of the requirement for a survey, the survey shall be submitted to the City within thirty (30) days of the date of the City's notification.
- d) Owners or occupiers required to submit a backflow prevention device survey to the City shall update those surveys and submit those updated surveys to the City at a frequency of not less than once every five (5) years from the date of the previous backflow prevention device survey, unless otherwise required by the City for that premise based on the level of hazard determined by the survey, or within thirty (30) days of any increase in the level of hazard as defined under CSA - B64 Series Standards.
- e) All backflow prevention device surveys shall include:
 - i) number of service connections to the waterworks system;
 - ii) level of hazard for each service connection;
 - iii) number, type and condition of any existing premise isolation backflow prevention devices;
 - iv) recommended and planned corrective measures, if any;
 - v) schedule of work required for any corrective measures; and
 - vi) recommendations for appropriate premise isolation backflow prevention device or devices, if any, all in accordance with CSA - B64 Series Standards.
- f) The survey shall be prepared and signed by a person authorized and certified to perform such work.
- g) The preparation and submission of the backflow prevention device surveys, and all related reports, documentation and work shall be carried out at the expense of the owner or occupier.

17.05 Removal

- a) No person shall remove or cause or permit to be removed a backflow prevention device after it has been installed unless that removal is:

- i) necessary to facilitate the repair of the device and that device is immediately replaced by a temporary device, until the time that the original device is satisfactorily repaired or replaced and tested; or
 - ii) for the purpose of immediately replacing the device with another device that meets or exceeds the requirements of this section; or
 - iii) warranted due to alterations to the private water system which completely remove the risk of contamination for which the backflow prevention device was required, in which case:
- b) The owner or occupier shall submit to the City a survey prepared and signed by a qualified person attesting to the fact that the device or devices are no longer required; and
 - c) The device shall not be removed until the City approves of the removal, which approval shall be made if the altered system no longer requires the device or devices in accordance with the standard and specifications and the CSA - B64 Series Standards; and
 - d) The cost of obtaining the necessary documentation under this subsection shall be the responsibility of the owner or occupier, or as otherwise authorized by the City.

Section 18.00: Right to Refuse Water Service

18.01 Delinquent Account

- a) No application shall be accepted by the City for the supply of water for any premises in respect of which water and/or wastewater rates, rents, or the price of service extension are owed to the City, until the account is paid.
- b) The City has the right to turn off water supply and/or withhold from any person with a delinquent account with the City, regardless of the reason, until the amount owing is paid, whether such person resides on the premises where the water was used for which there are arrears, or on any other premises where water was supplied.
- c) The City shall not be held liable for any damages that occur directly or indirectly as a result of a shut-off or turn-on of the water supply. It is the property owner's responsibility to ensure the internal plumbing and appliances are properly maintained at all times, and in the case of cold weather, that lines are drained to prevent damage due to freezing and thawing.

18.02 Water Shut-off Initiated by the City

- a) Except in cases of emergency, no person shall turn on or shut off or permit the turn-on or shut-off of the water supply to a property at the shut-off valve without the authorization of the City.
- b) If the water supply to a property has been shut off by the City, no person shall turn-on or use the water supply or permit the water supply to be turned on or used without the prior written approval of the City.
- c) The City may shut off the supply of water to a property if:
 - i) the charges, fees or rates imposed by this By-Law or any other By-Law or City By-Law providing for charges, fees or rates in relation to the treatment and supply of water or collection and treatment of wastewater are overdue; or
 - ii) a fine imposed under this By-Law remains unpaid after the time required for payment of the fine has expired; or
 - iii) the owner or occupier has failed to comply with an order of the Director or Treasurer made under this By-Law within the time required for same; or
 - iv) a leak or other fault is found on the private water service pipe or water service connection and is creating or is likely to create an emergency situation, including but not limited to injury to persons or damage to adjacent properties including those of the City, and the City may keep the supply of water to a property shut off until the time that the leak or fault is completely repaired; or

- v) the City determines that an immediate threat of contamination to any part of the waterworks exists that may endanger public health or safety, for the purposes of preventing, limiting or containing any such threat of contamination; or
- vi) an emergency or potential emergency exists and an owner or occupier has not provided to the City immediate free, clear and unobstructed access to the property, premises, private water service pipe, private water system, water meter and any backflow prevention device in accordance with this By-Law, until the time that free, clear and unobstructed access to the property, premises, private water service pipe, private water system, water meter and any backflow prevention device is provided to the City.

- d) In the event that water has been shut off for any reason provided in this By-Law or applicable laws, the City shall not be required to restore the supply of water to a property until all outstanding fines, charges, fees and rates in arrears in relation to the treatment and supply of water and collection and treatment of wastewater have been paid in full, or arrangements satisfactory to the Treasurer are made to pay all outstanding fines, charges, fees and rates in arrears, and all orders of the Director or Treasurer have been complied with.
- e) With respect to any shut off or subsequent turn on of the water supply to a property under subsection 18.02. c) or 18.02. d), the owner or occupier shall pay to the City the amount specified in Schedule "A" of this By-Law, for water shut off or subsequent turn on.
- f) The City shall, prior to the shut off of a water supply, provide reasonable notice of the shut-off to the owners and occupiers of the land or property by personal service or prepaid mail or by posting the notice on the land or property in a conspicuous place, except in those situations as identified under subsection 18.02 c).
- g) The City shall not be liable for damages or loss caused by the stoppage, interruption or reduction of the amount of water supplied to the land or property of any person as a result of an emergency or a breakdown, repair or extension of the waterworks if, in the circumstances, reasonable notice of the City's intention to stop, interrupt or reduce the supply of water is given or with no notice in the event of emergency shut-offs.

Section 19.00: Right to Suspend Supply

- 19.01 During normal maintenance and emergency conditions, the City shall provide as continuous and uninterrupted service as is practical.
- 19.02 Where shutting off portions of the system is deemed necessary by the City, warning of the shut off shall be given where it is practical or possible to reasonably do so. Where necessary, in the opinion of the City, the water may be shut off and kept off for as long as necessary, the City, its servants or agents, shall not be held liable for any damage resulting there from, whether or not notice of the shut off was been given.
- 19.03 The Director has the authority to suspend the use of City owned bulk water fill stations during maintenance and/or emergency conditions.

Section 20.00: Responsibility of Owners and Occupiers

- 20.01 Where a new service has been installed or where the water has been turned off to an existing service, a request to activate the service must be received by the City a minimum of five (5) business days in advance of when the service is required and the request must be made by the property owner or occupier.
- 20.02 Every owner or occupier taking water shall, at their sole expense, keep their service pipe, private hydrant, other appurtenance and all plumbing fixtures connected within his premises, in good condition and sufficiently protected from frost, hot water, blows, and injuries from any or all other cause.
- 20.03 The City shall not be held responsible for any damage arising from the owner's or occupier's failure to comply with 20.02.
- 20.04 The owner or occupier's responsibility shall extend from the service box, at or near the streetline limit, into the building.

- 20.05 If a condition is found to exist in subsection sections 20.02 of this Section which, in the opinion of the City, results in the loss of water or may be jeopardizing the potability of the water supply, the City may either:
- a) give notice to the owner or occupier to correct the fault, at the owner's or occupier's sole expense within a specified period, or
 - b) shut off the water service or services until such time that corrective action, satisfactory to the City, has been taken by the owner or occupier at the owner's or occupier's sole expense.
- 20.05 When any property left vacant, unattended or without heat, where the water supply has not been shut off at the shut off valve by the City, and the property suffers damage to it and its contents from a leaking or burst water pipe, neither the owner nor occupier shall have a claim against the City.
- 20.06 When any property is left vacant or without heat, it is the owner's or occupier's responsibility to shut off the water supply from within the property and to properly drain the piping/private water service therein. Furthermore, it is the responsibility of the owner or occupier to contact the City to make the necessary arrangements to stop the supply of water to the property.
- 20.07 If the condition is found to exist after the owner or occupier has been notified, the City may, at its sole discretion, enter upon the lands where the service pipes are located, and by its officers, servants or agents effect repair at the owner's or occupier's sole expense;
- 20.08 If the said costs and charges are not paid on demand the City may collect them in the same manner as the water and wastewater rates.
- 20.09 The shut off valve installed upstream of the meter shall not be used by the owner or occupier
- 20.10 Any person authorized by the City for the purpose of inspection, examination or effecting repairs of meters, fixtures and pipes of every kind used in connection with the supply of water to, or the use of water on such premises shall be allowed, at all reasonable times, and upon reasonable notice given and request made, access to all parts of any premises to which water is supplied, for the said purposes.

Section 21.00: Shut-off and Turn-on by Request

- 21.01 No person shall turn on or shut off the supply of water to a property at the shut-off valve without the prior written authorization of the City.

21.02 Water Shut Off

- a) An owner or occupier of a property shall notify the City no less than five (5) business days in advance of the date and time which the owner or occupier requires the City to temporarily or permanently shut off the water supply to a property at the shut-off valve.
- b) The owner's or occupier's notification shall be in writing if the owner or occupier requires the water supply to the property to be shut off permanently.
- c) In the event that the property is occupied by tenants, the owner shall also provide the tenants with notice of the water shut off at the same time as the owner notifies the City under subsections 21.02. a) and 21.02. b).
- d) The owner or the owner's representative shall attend at the property at the time of the appointment to ensure the City has access to the property, the water meter and the shut off valve.
- e) In the case of an emergency, as determined by the City, the advance notice requirements in subsection 21.02 do not apply however; the owner or occupier shall provide the notice as soon as possible in the circumstances.

21.03 Water Turn On

- a) An owner or occupier of a property shall notify the City at least five (5) business days in advance of the date on which a supply of water to a property is to be turned on.
- b) The owner or occupier shall make an appointment with the City so that the City may attend at the property and turn on the water supply.

- c) The owner or occupier or the owner's representative shall attend at the property at the time of the appointment to ensure the City has access to the property, water meter and the shut off valve.
- d) Except in the case of an emergency or maintenance being performed on the waterworks by the City, the owner or occupier shall be present at the property when the water is either shut off or turned on by the City.
- e) The owner or occupier shall have no claim whatsoever against the City by reason of any shut-offs that produce plumbing leaks when water is turned on. It is the property owner's responsibility to ensure the internal plumbing and appliances are properly drained to prevent damage due to freezing and thawing.

Section 22.00: Water Conservation Measures

At the City's discretion, no owner or occupier shall be allowed to use in any manner whatsoever, the water supplied by the City upon streets, lawns, gardens, yards, or grounds of any description, except during those hours set by resolution, policy, or By-Law, by the City.

The Director shall give reasonable notice, in the circumstances, to the public of the implementation of water conservation measures, the date on which it is to take effect and the conditions of the water conservation measure.

Where the Director has declared, lifted or downgraded measures in accordance with this By-Law, he or she shall cause notification to be made to the affected property owners by advertisement in all local newspapers and other media, by posting of notice in all local municipal service centers and by posting on the City's website.

22.01 The City has the authority to implement water conservation measures when one or more of the following signs are observed and/or continue:

- a) well water levels are starting to drop below seasonal levels;
- b) pump running times are longer than normal;
- c) dry weather is predicted; and/or
- d) water demand is higher than normal.

22.02 Where the Director has declared that Phase One measures shall be implemented the following conditions apply:

- a) a property with an odd-numbered municipal address shall water lawns, sports fields, grassy areas, trees, shrubs, gardens, flowers or other vegetation at that property on a day which is identified on the calendar with an odd number.
- b) a property with an even-numbered municipal address shall water lawns, sports fields, grassy areas, trees, shrubs, gardens, flowers or other vegetation at that property on a day which is identified on the calendar with an even number.
- c) watering of lawns, sports fields, grassy areas, trees, shrubs, gardens, flowers or other vegetation shall only be watered between the hours of:
 - i) Six o'clock (6:00 a.m.) in the morning and nine o'clock (9:00 a.m.) in the morning, or
 - ii) Seven o'clock (7:00 p.m.) in the evening and ten o'clock (10:00 p.m.) in the evening.

22.03 Where the Director has declared that Phase Two measures shall be implemented the following conditions apply:

- a) No persons shall water any lawns, sports fields, grassy areas, golf courses, trees, shrubs, gardens, flowers or other vegetation of any property.
- b) No washing of motor vehicles.
- c) No filling or topping up of any swimming pools, wading pools, hot tubs, garden ponds, and fountains and other outdoor water features.
- d) No use of outdoor misting systems.

22.04 Notwithstanding subsection 22.02 and 22.03, the Director may exempt the following from compliance of Phase One and Phase Two measures:

- a) Municipal property (as governed by section 22.06)
- b) The watering of flower beds, gardens, trees or shrubs on any property by hand;
- c) Commercial facilities that rely on water for their operations (including, for example: car washes, commercial garden centres and/or tree and plant nurseries) and
- d) Tee-off areas and putting greens on golf courses, newly sodded or seeded lawns, and newly planted trees, that have been in situ for thirty (30) days or less.
- e) The topping of swimming pools to maintain pumping/filtration capability and to comply with health and safety requirements.

22.05 In the event of any emergency, industrial and commercial operations may be required to cut back or to temporarily cease operations during the period required to address the emergency, if in the sole discretion of the City it is advisable to do so in order to ensure public safety in accordance with other applicable City By-Laws.

22.06 Municipal property:

- a) Where either phase one or phase two measures have been implemented, the flower beds and shrubs on municipal property must be watered (by any method) at reduced levels, as determined by the Director.
- b) Where either phase one or phase two measures have been implemented, sports fields on municipal property may be watered, on a case-by-case basis, as directed by the Director.

Section: 23.00 Fees, Charges, and Billing, and Responsibility for Payment
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23.01 Frontage and Connection Charges

- a) Frontage charges shall be applied to all properties, including properties that are exempt from taxation, where a property fronts on a watermain and/or sanitary sewer.
- b) Frontage charges are calculated based upon the rates adopted by Council as attached as Schedule "A " to this By-Law
- c) Connection charges shall be paid as noted in Schedule "A", prior to connection works commencing.
- d) Where connection excavation costs are increased due to rock and/or frost, the additional costs shall be determined by the Director on an individual site-specific basis and the property owner will be advised.

23.02 Costs of Disconnection of Service Connection

- a) In the event that an owner requests a disconnection of a service connection, the City shall determine:
 - i) The cost of providing that disconnection under the amounts specified in Schedule "A" of this By-Law, for that type of service disconnection, as may be established by the City from time to time; and
 - ii) The conditions upon which that disconnection shall be provided, and the owner shall pay that amount to the City prior to the commencement of the disconnection of the service connection by the City and comply with those conditions.
- b) Upon completion of the disconnection, including surface restoration, the City shall determine the actual cost of the disconnection and any restoration, and the owner shall pay those actual costs.

23.03 Temporary Hydrant Water Meter Fees

- a) If a person applies for a metered construction water service connection, either temporary or permanent, water shall be metered from the date water is first supplied to the property.

- b) Water consumption registered on the water meter shall be billed in accordance with current City water rates.
- c) No monthly construction water rate shall apply provided the water meter remains installed, undamaged, sealed and functioning properly.
- d) Payment for all construction water shall be due immediately.
- e) The City, shall shut off the supply of water to the property if the fees and charges for the construction water are not paid in full when due.
- f) The City shall not be obligated to turn the water on until the time that the construction water charges have been paid in full.

23.04 Shut-off and Turn-on by Request Fees

The owner or occupier shall pay to the City, for any shut off or turn on of the water supply to a property, the amount specified in Schedule "A" of this By-Law.

23.05 Water and Wastewater Service Charges

- a) A special meter reading charge as identified in Schedule "A" to this By-Law shall be charged to an individual service account when a reading is required for billing purposes at a time other than during the normal billing cycle.
- b) A new account fee charge shall be charged to an individual service account at the time that the new account is commenced as per the new account fee By-Law, as amended from time to time.
- c) A duplicate bill fee shall be charged to as identified in Schedule "A" to this By-Law when a request has been made to provide the account holder with an additional copy of the bill.
- d) Where an account holder has submitted a post-dated cheque for payment, and has requested the cheque be returned, a fee will be charged for the retrieval and return of the payment as identified in Schedule "A" of this By-Law.
- e) Where an account holder has erroneously made an electronic payment to an account which is no longer in their name, the first transfer to the correct account will be done upon request at no charge, but when there are subsequent errors of the same nature made a fee will be charged for transferring the payment as identified in Schedule "A" of this By-Law
- f) An administration fee will be charged to accounts when the outstanding balance on the water/wastewater account is transferred to the municipal property tax account for the subject property for collection purposes.
- g) Where a statement of activity on an account has been requested, a fee shall be charged as identified in Schedule "A" to this By-Law.
- h) Where an invoice or notice is sent by registered mail a fee shall be charged and added to the service account as identified in Schedule "A" of this By-Law.
- i) Where a duplicate receipt is requested for a service account, a fee will be charged for each year requested, as identified in Schedule "A" of this By-Law.
- j) Where a payment has been returned to the City by a financial institution for any reason other than account holder deceased, a returned payment fee will be charged, as identified in Schedule "A" of this By-Law.
- k) Where a notice is hand delivered to a property in a collection effort, a fee shall be charged and added to the service account as identified in Schedule "A" of this By-Law.
- l) Where a utility certificate is requested to provide the financial status of an account, a fee will be charged for the certificate as outlined in Schedule "A" of this By-Law.
- m) Where a final notice is required in respect of collection of delinquent accounts, a fee will be charged to the service account, as outlined in Schedule "A" of this By-Law.
- n) Only one water meter per water service will be supplied for billing purposes.

- o) Where a service has been disconnected for failure to pay an outstanding amount or a provision of this By-Law has not been complied with, a fee shall be charged, as identified in Schedule "A" of this By-Law.
 - p) Where a service has been disconnected as identified in 23.04 o) and is to be reconnected a fee will be charged as set out in Schedule "A" of this By-Law.
 - q) The owner or occupier of each separately assessed parcel of land that is connected to a watermain and in which a water meter has been installed shall pay a consumption rate as set forth in Schedule "B" of this By-Law. This charge shall commence upon the installation of the meter by the City at the property.
 - r) The owner or occupier of each separately assessed parcel of land that has been issued a water meter by the City shall pay a fixed rate charge for water as set forth in Schedule "B" of this By-Law, commencing upon installation of the meter by the City at the property.
 - r.1) The owner or occupier of each separately assessed parcel of land that has been issued a water meter by the City shall pay a capital levy for water as set forth in Schedule "B" of this By-Law, commencing upon installation of the meter by the City at the property
- 2014-130, effective April 22, 2014
- s) The owner or occupier of each separately assessed parcel of land that is connected to the sewer system shall pay a sewer consumption rate based upon water consumption shown through the water meter as set out in Schedule "B" of this By-Law.
 - t) The owner or occupier of each separately assessed parcel of land that has been issued a water meter by the City and will be connecting to the sewer system shall pay a fixed rate charge for sewer usage as set forth in Schedule "B" of this By-Law, commencing upon issuance of the meter by the City.
 - t.1) The owner or occupier of each separately assessed parcel of land that has been issued a water meter by the City and will be connecting to the sewer system shall pay a capital levy for sewer usage as set forth in Schedule "B" of this By-Law, commencing upon issuance of the meter by the City.
- 2014-130, effective April 22, 2014
- u) The owner or occupier of each separately assessed parcel of land that is connected to a watermain where a water meter has not been installed shall pay a calculated water flat rate as set out in Schedule "B" of this By-Law.
 - v) The owner or occupier of each separately assessed parcel of land that is connected to the sewer system, and where the water consumption is not measured through a water meter, shall pay a calculated sewer flat rate for sewer charges as set out in Schedule "B" of this By-Law.
 - w) The owner or occupier of each separately assessed parcel of land who receives sewage service but does not receive water supply service from the City, shall pay a calculated sewer flat rate as set forth in Schedule "B" to this By-Law.
 - x) The rates set out in Schedule "B" of this By-Law are effective June 1, 2011 and are effective for subsequent years, until amended.
 - y) Where customers are invoiced for more than one flat rate charge per unit, these charges are based upon historical calculations undertaken prior to amalgamation, and will continue until repealed.

23.05 Billing and Payment Requirements

- a) The City's Revenue and Taxation Division shall invoice residents on a quarterly basis, or at an alternate frequency as approved by Council, except where otherwise indicated in this By-law.
- b) Where necessary, quarterly invoices may be based upon estimates until the next reading may be obtained from the property.
- c) Where customers are invoiced for more than one flat rate charge per unit, these charges are based upon historical calculations undertaken prior to amalgamation and will continue until repealed.
- d) In the case of payments received by mail, the date the payment is received shall be taken as the date of payment.

- e) In the event the Treasurer determines that:
 - i) a meter is defective,
 - ii) a meter is not registering the correct amount of water used,
 - iii) the water meter reading has been incorrectly recorded,
 - iv) the person authorized to do so has been unable to obtain a water meter reading,
 - v) no water meter reading has been remitted to the City by the occupant or owner requested to do so,
 - vi) a meter is unsealed or has an unsealed bypass valve,
 - vii) a meter has not been installed, or
 - viii) the City implements an estimated reading program

the Treasurer shall be entitled to estimate the water consumption at a property based on either the average consumption as shown by subsequent readings from a properly functioning meter accurately registering the water consumed at the property, or based on historical average consumption for the same or similar premises or use as shown by an accurately registering meter at such premises during a similar time period and invoice the owner or occupier accordingly for both water and wastewater use.
- f) Under special circumstances where it is, in the opinion of the Director, expedient to allow or direct an owner or occupier to run water continuously, the Director may authorize such usage and in such cases the City shall adjust the water invoice to conform to the owner or occupier's normal pattern of water usage.
- g) The City has the right to estimate consumption based upon use and water service size during provision of unmetered temporary water service.
- h) Partial payments on sewer and water accounts that are in arrears shall be applied in each instance to the arrears longest outstanding.
- i) Notwithstanding any water that may be lost or not consumed at a property as a result of a break, malfunction or leak in a private water system, the owner or occupier shall be liable for the payment of all water fees in relation to any such water.
- j) In the event that a property has more than one owner or occupier, each owner or occupier shall be jointly and severally liable for payment of the utility account.
- k) Where a deposit of a tenant has been received by the City, it shall be considered a guarantee that the tenant will observe and obey the rules and regulations of this By-Law and will pay any amounts due to the City.
- l) Where a tenant has been responsible for the payment of water and wastewater rates, upon vacating the premises, immediate notification shall be given by the owner to the City. Upon receipt of such notice, the meter will be read and the tenant deposit, where applicable, less the amount of the water and/or wastewater account, shall be returned by the City by mail to the tenant.
- m) Where an amount remains owing on a tenant's account after the application of the deposit, and the final invoice remains unpaid for a period exceeding thirty (30) days, the property owner will be advised of the balance owing, and a request for payment will be made.
- n) If the balance on a tenant's account remains outstanding for over sixty (60) days, the amount will be transferred to the property taxes for the property where the water and/or wastewater services were provided and collected in the same manner as taxes.
- o) An administration fee will be added to the water and/or wastewater account prior to an outstanding amount being transferred to the municipal property taxes for the subject property, for collection as identified in Schedule "A" of this By-Law.
- p) All water and wastewater rates and other charges shall be a lien and charge upon the land of the owner, whether consumed by the owner of the land, or a tenant of the land.

23.06 Late Payment Charges

All fees and charges, including water and wastewater service rates, which are in arrears, levied under this section and which are added to the water accounts, shall be subject to a late payment charge, as identified in Schedule "A" to this By-law.

23.07 Septage Rates

The owner or waste hauler, as defined in By-law 2016-219, shall be responsible to pay to the City for septage disposal, the rates and amount specified in Schedule "G", attached to and forming part of this By-law.

2017-075, effective April 18, 2017

Section 24.00: General Provisions

24.01 Access

- a) No person shall deny access to the City to a property for any purpose as provided for in this By-Law.
- b) No person shall deny access to the City to a property where that person has been given reasonable notice by the City, as the case may be, of the intent to exercise a power of entry in accordance with the *Municipal Act, 2001*.
- c) The City may, in accordance with the requirements of this By-Law, enter upon a property to which water is supplied and wastewater collected by the City:
 - i) To inspect, repair, alter or disconnect the service pipes or wire, machinery, equipment and other works used to supply water and collect wastewater;
 - ii) To read, inspect, install, repair, replace, maintain or alter a water meter;
 - iii) To inspect a backflow prevention device;
 - iv) To determine whether water has been, or is being, unlawfully used or
 - v) To shut off or reduce the supply of water.
- d) If an owner or occupier discontinues the use of water at a property or the City lawfully decides to cease supplying water to land or property, the City may enter on the land or property:
 - i) To shut off the supply of water;
 - ii) To remove any property of the City from the property; or
 - iii) To determine whether water has been, or is being, unlawfully used.
- e) The powers of entry of the City and City are subject to sections 435 to 439, inclusive, of the *Municipal Act, 2001*.

24.02 Inspection

- a) Notwithstanding any other provision in this By-Law, an employee, officer or agent of the municipality may enter on a property at any reasonable time for the purpose of carrying out an inspection to determine compliance with this By-Law or an order or direction issued in accordance with this By-Law.
- b) For the purposes of any inspection, the City may:
 - i) Require the production for inspection of documents or things relevant to the inspection;
 - ii) Inspect and remove documents or things relevant to the inspection for the purpose of making copies or extracts;
 - iii) Require information from any person concerning a matter related to the inspection; and
 - iv) Alone or in conjunction with a person possessing special or expert knowledge, make examinations or take tests, samples or photographs necessary for the purposes of the inspection.
- c) No person shall fail or refuse to comply with a request by the City to produce for inspection any document or thing or information relevant to the inspection carried out by the City in accordance with Section 24.02

24.03 The City may enter upon lands for the purposes of an inspection and the other activities set out in subsection 24.02 a) or b) under an order issued under section 438 of the *Municipal Act, 2001*.

- a) Where a provincial court judge or justice of the peace has issued an order authorizing the City to enter on a property for the purpose of carrying out an inspection for the purposes and to exercise the powers set out in this section, no person, when requested to do so by the Director, shall neglect or refuse to produce or deliver any information or documents or things required by this By-Law.

24.04 Obstruction

- a) No person shall represent or cause to be represented that he or she is an owner or occupier of a property if he or she is not.
- b) No person shall prevent, hinder, obstruct or interfere, or attempt to prevent, hinder, obstruct or interfere, in any manner, the Director or Treasurer or their respective designate or any City personnel, agents or contractors in the exercise of an activity, power or performance of a duty under this By-Law or the administration or enforcement of this By-Law.

- c) The activities of the Director or Treasurer or their respective designate or any City personnel, agents or contractors referred to in subsection 24.04.b) may include, without limitation, the following:

- i) Entering in or upon, at any reasonable time without a warrant, any land, property or premises, except premises being used as a dwelling house in which case reasonable notice shall be provided under this By-Law and the *Municipal Act, 2001*; or
- ii) Making such tests or taking such samples as the City deems necessary; or
- iii) Inspecting or observing any plant, machinery, equipment, work, activity or documents; or
- iv) Reading, repairing, maintaining, altering, disconnecting, removing, replacing, installing or sealing a water meter, remote readout unit, backflow prevention device or any related item or any or all of the foregoing.

24.05 Protection from Damage

No person shall uncover, make any connection with, or opening into, break, alter, remove, damage, destroy, deface or tamper or cause or permit the breaking, removal, damaging, destroying, defacing or tampering with:

- a) Any part of the water and/or sewage works; or any seal placed thereon, or attached thereto, or
- b) Any permanent or temporary device installed in or on the waterworks for the purposes of flow measuring, sampling, testing, contamination prevention or other purpose that the City may deem necessary for the administration of this By-Law or the operation or maintenance of the waterworks.

24.06 Damage to the Waterworks

Any owner or person receiving water from the waterworks shall be responsible for ensuring that any action taken by that owner or person conforms at all times to the provisions of this By-Law and that owner or person shall be liable for any damage or expense arising out of their failure to properly protect the waterworks or to properly protect water from contamination or any other damage including the cost of investigation, disinfection, repairing or replacing any part of any waterworks damaged or water contaminated thereby.

24.07 Unauthorized Entry to Water and Sewage Works.

Unless specifically authorized by the Director, no person shall enter into any chamber, structure, building or property associated with the water and/or sewage works.

24.07 Offences

- a) Every person who contravenes any provision of this By-Law, and every director or officer of a corporation, who knowingly concurs in a contravention by the corporation of any provision of this By-Law, is guilty of an offence.

- b) Any fine imposed under Section 25.00 shall be payable in addition to any fees and charges payable under this By-Law.
- c) Every person who,
 - i) willfully hinders or interrupts, or causes or procures to hinder or interrupt the City, or any of its officers, agents or servants, in the exercise of any of the powers conferred by this By-Law; or
 - ii) willfully or negligently lets off or discharges water so that it runs waste or useless out of the waterworks system; or
 - iii) every person found operating or tampering with a shut-off valve in any way may be prosecuted as provided for by this By-Law.
 - iv) without lawful authority willfully opens or closes any hydrant, or obstructs the free access to any hydrant, shutoff valve, chamber, pipe, or hydrant chamber, by placing on it any building material rubbish, or other obstruction; or
 - v) throws or deposits any injurious, or offensive matter into the water or waterworks, or upon ice, if the water is frozen, or in any way fouls the water or commits any willful damage or injury to the waterworks, pipes or water, or encourages the same to be done; or
 - vi) willfully alters any meter placed upon any service pipe or connection therewith, within or upon any building or other place, so as to lessen or alter the amount of water registered; or
 - vii) lays, or causes to be laid, any pipe or main to communicate with any pipe or main of the waterworks, or in any way obtains or uses the water without the consent of the City; or
 - viii) being a tenant, occupier or inmate of any house, building or other place supplied with water from the waterworks; improperly wastes the water or, without the consent of the City, lends, sells or disposes of the water, gives away, or permits it to be taken or carried away, used or applied to the use or benefit of another, or to any use and benefit other than his own or increases the supply of the water agreed for;
- is guilty of an offense, under this By-law.
- d) Every owner or occupier who willfully or knowingly impairs or alters a meter, or knowingly causes the same to be altered or impaired, so that the meter indicates less than the amount of water through it, shall be liable to pay the City double the value of the water indicated as having passed through the meter and in cases of non-payment of such expenses and charges, the water supply may be shut off by the City and not turned on again until all such expenses and charges are paid in full to the City and this, without prejudice, to the right of the City to bring action against such person to recover such expenses and charges in any court having competent jurisdiction.
- e) This By-Law may be enforced by Municipal Law Enforcement Officers, the Treasurer, and the Director

Section 25.00: Penalties

25.01 Fine — for Contravention.

- a) Every person who contravenes a provision of this By-Law and every director or officer of a corporation who knowingly concurs in a contravention by the corporation of a provision of this By-Law, upon conviction, shall be liable to a fine of not more than \$50,000 for a first offence and not more than \$75,000 for any subsequent offence.
- b) Notwithstanding subsection 25.01.a), every person who contravenes any of the sections set out in Schedule "C" of this By-Law and every director or officer of a corporation who knowingly concurs in a contravention by the corporation of any of those sections, upon conviction, shall be liable to a fine of not more than \$50,000 for a first offence and to a fine of not more than \$100,000 for any subsequent offence.

- c) Notwithstanding subsection 25.01.a) and 25.01.b), every person who contravenes any of the sections set out in Schedule "D" of this By-Law and every director or officer of a corporation who knowingly concurs in a contravention by the corporation of any of those sections, upon conviction, shall be liable to a fine of not more than \$50,000 for a first offence and to a fine of not more than \$100,000 for any subsequent offence.

- d) Notwithstanding subsection 25.01.a), 25.01.b), and 25.01.c), every person who contravenes any of the sections set out in Schedule "E" of this By-Law and every director or officer of a corporation who knowingly concurs in a contravention by the corporation of any of those sections, upon conviction, shall be liable to a fine of not more than \$100,000 for a first offence and to a fine of not more than \$100,000 for any subsequent offence.

25.02 Fine - for Contravention — Corporation.

Notwithstanding subsection 25.01, if a corporation is convicted of an offence under this By-Law, it shall be liable to a fine of not more than \$100,000 for a first offence and to a fine of not more than \$100,000 for any subsequent offence.

25.03 Fine - for Contravention — Continuing Offence.

Notwithstanding subsection 25.01 and 25.02, every person who contravenes any of the sections set out in Schedule "F" of this By-Law and every director or officer of a corporation who knowingly concurs in a contravention by the corporation of any of those sections, upon conviction, shall be liable to a fine of not more than \$10,000 for each day or part day that the offence continues.

25.04 Fine - for Contravention — Continuing Offence — Corporation

Notwithstanding subsection 25.01, 25.02 and 25.03, if a corporation is convicted of an offence any of the sections set out in Schedule "F" of this By-Law, it shall be liable to a fine of not more than \$10,000 for each day or part day that the offence continues.

25.05 Special Fine

In addition to any other fine under subsection 25.01, 25.02, 25.03 and 25.04, every person who gains an economic advantage or economic gain from contravening this By-Law shall be liable to a special fine in an amount equal to the fair market value of the economic advantage or economic gain so obtained from the contravention.

Section 26.00 : General Enforcement Powers

26.01 Restraining Order

If this By-Law is contravened, in addition to any other remedy or penalty imposed by this By-Law, the contravention may be restrained by application by the City under the provisions of section 440 of the *Municipal Act, 2001*.

26.02 Order to Discontinue Activity

- a) Under the provisions of section 444 of the *Municipal Act, 2001*, the Director or Treasurer may order any person who has contravened this By-Law or who has caused or permitted the contravention of this By-Law or the owner or occupier of the property on which the contravention occurred to discontinue the contravening activity.

- b) Any person who contravenes an order under subsection 26.02.a) is guilty of an offence.

26.03 Work Order

- a) Under the provisions of section 445 of the *Municipal Act, 2001*, the Director or Treasurer may order any person who has contravened this By-Law or who has caused or permitted the contravention of this By-Law or the owner or occupier of the property on which the contravention occurred to do work to correct the contravention.

- b) Any person who contravenes an order under subsection 26.03.a) is guilty of an offence.

26.04 Remedial Action

a) In accordance with section 446 of the *Municipal Act, 2001*, where any matter or thing is required to be done under this By-Law, in default of it being done by the person directed or required to do so, that matter or thing may be done by the City which shall be at that person's expense and the City may recover the costs incurred for doing such matter or thing from the person directed or required to do it by adding the costs to the tax roll and collecting them in the same manner as municipal property taxes.

b) For the purposes of subsection 26.04. a), the Director or Treasurer may enter upon the subject property at any reasonable time.

26.05 Document Retention

The owner shall retain any document required to be produced for inspection or approval or retained under this By-Law by an owner of a property for a period of seven years.

26.06 Notice

a) Where an order is issued by the Director or Treasurer, the person to whom the order is made shall be deemed to have received the order on the date it is posted in a conspicuous place at the subject property or delivered in person or three days after being posted by first class prepaid mail to the person at the last known address provided to the Director or Treasurer or, where no address for the person has been provided to the Director or Treasurer, by first class prepaid mail to the address for the person identified on the tax rolls.

b) The manner of delivery, set out in subsection 26.06. a), shall be in the discretion of the Director.

Section 27.00: Contact Information

27.01 For administering or enforcing the requirements under this By-Law or any other applicable By-Law or By-Law of the City, the City may require an owner of a property provided with a service connection or equipped with a water meter, or an owner of a property where a water meter is to be installed, to provide them with:

- a) That owner's full name, mailing address and telephone number;
- b) The full name, mailing address and telephone number of any occupiers of the property; and
- c) The full name, mailing address and telephone number of a person authorized by the owner to provide the City with access to the water meter or the location where a water meter is to be installed.

27.02 Every owner shall provide the Treasurer with a current contact name and telephone number within twenty-eight (28) days of a change in ownership or occupancy of a property.

Section 28.00: Administration and Effective Date

28.01 The Treasurer's authority in relation to this By-law is delegated to the Manager of Revenue and Taxation.

28.02 The Director's authority in relation to this By-law is delegated to the Manager of Environmental Services and/or the Supervisor of Water and Wastewater.

28.03 **Effective Date:** This By-Law shall come into force on the 1st day of June, 2011.

By-Law read a first, second and third time, and finally passed, this 13th day of December, 2011.

Ric McGee, Mayor

Judy Currins, City Clerk

Schedule "A" to By-Law 2014-224
(effective September 1, 2014, passed August 12, 2014)

Description & By-Law Reference	Fee
Administration Fees	
Duplicate Bill (per copy)	\$26
Duplicate Receipts (per year)	\$21
Final Meter Readings	\$0
New Account Administration Fee	\$41
Registered Mail	\$32
Retrieval of Post Dated Cheque	\$37
Returned Payment	\$37
Special Meter Readings	\$112
Statement of Account Activity (per year)	\$42
Transfer Payment to Different Account (Customer Error)	\$32
Utility Certificates	\$37
Water Shut-off Charge (by request)	\$79
Water Turn on Charge (by request)	\$79
Replace/Repair of Damaged Equipment	
Broken Meter Replacement (including frozen service)	Based on meter Size noted below
Meter Reading Receptacle Replacement	\$133
Radio Read External Unit	\$200
Radio Read Wire	\$50
Repair Damaged or Broken Hydrant	Time & Material
Protective Device (10.07)	Time & Material
Delinquent Accounts or Failure to Comply with By-Law	
Disconnection	\$ 158
Final Notice	\$21
Hand Delivery of Notices	\$32
Late Payment Charge	5% of the overdue amount
Reconnection (After Hours)	\$132
Reconnection (Regular Hours)	\$79
Transfer to Property Taxes for Collection	5% of amount transferred with \$50 minimum charge
Unregistered Water when Order not complied with	\$50 per day
Fees Related to Construction, Demolition or New Construction	
Connection Fees	
Request for Information – Application Fee	\$100
Existing Lateral Connections	\$3,000
18mm water service	\$ 250 plus time & material (from lowest quote obtained by the City) including cost for rock/frost if necessary
100 mm sewer service	\$ 250 plus time & material (from lowest quote obtained by the City) including cost for rock/frost if necessary
Larger than 18mm or 100mm	Time & Material
Frontage Charges	
Watermain (to a maximum of 16 metres)	\$200/metre
Sewer main (to a maximum of 16 metres)	\$250/metre
Watermain for Commercial/Industrial(to a maximum of 30 metres)	\$200/metre

Sewer main for Commercial/Industrial (to a maximum of 30 metres)	\$250/metre
Demolition of a Building	
Turn off of Service	\$79
Deposit for Disconnection of Water Service	\$200
Disconnection of Service	Time & Material
Excavation	
Deposit for inspection by excavation	\$500
Excavation Costs	Time & Material
New Construction Water	
Per Residential Unit per 3 month period	\$175
Backflow Prevention Device	Time & Material
Commercial/Industrial	Shall be metered
Sprinkler Service Connection	Time & Material
Water Meters	
Residential Meters: Supply and Install	
5/8" by 3/4"	\$ 315
3/4"	\$ 372
1"	\$ 413
Commercial Meters:	
3/4" – Supply and Install	\$ 372
1" – Supply and Install	\$ 413
1.5" - Supply only	\$ 1972
2" - Supply only	\$ 2130
2.5" and above - Supply only	Price will be quoted at time of order
Meter Size Change Request	\$ 115
Meter Accuracy Test	\$ 225
Temporary Hydrant Meter	\$ 500
Additional Services	
Pipe Thawing First Hour	\$141
Second and each additional hour (or part thereof)	\$110
Fire Flow Testing – operation of fire hydrants by staff	\$150
Requested Additional Hydrant Installation	
Part of a Construction Project	\$ 3,649
Dig-in (if required)	Time & Material
Bulk Water Consumption (per cubic meter)	Based upon Schedule "B" rates

Schedule "B" to By-Law 2011-260
Water and Sewer Rates

2012-121, effective June 1, 2012
2013-074, effective May 1, 2013
2014-130, effective April 22, 2014
2015-056, effective April 1, 2015
2015-232, effective January 1, 2016
2017-003, effective January 1, 2017

2017 Water Rates

Calculated annual flat rate

\$812.82/annum invoiced quarterly
(based on an average consumptive
usage of 178 m3 and including Water
Fixed Rate and Water Capital Levy)

All Metered Water System Users

Fixed Rate Plus Water Capital Levy
Plus Consumption listed below:

Meter Size	Monthly Charge
5/8-3/4"	\$ 20.68
1"	\$ 26.90
1.5"	\$ 34.60
2"	\$ 55.73
3"	\$ 211.39
4"	\$ 269.04
6"	\$ 403.54
8"	\$ 557.27

Water Capital Levy

Meter Size	Monthly Charge
5/8-3/4"	\$ 6.75
1"	\$ 8.78
1.5"	\$ 11.29
2"	\$ 18.19
3"	\$ 68.99
4"	\$ 87.80
6"	\$ 131.70
8"	\$ 181.87

Consumption Rate
(8499 m3 or under)

Cubic Metre	\$ 2.71720
Cubic Foot	\$ 0.07694

Consumption Rate
(8500 m3 or over)

Cubic Metre	\$ 2.71720
Cubic Foot	\$ 0.07694

2017 Sewer Rates

Calculated annual flat rate

\$567.78 annum invoiced quarterly
(based on an average consumptive
usage of 178 m3 including Sewer
Fixed Rate and Sewer Capital
Levy)

All Metered Sewer System Users

Fixed Rate Plus Sewer Capital Levy
Plus Consumption listed below:

Fixed Rate

Meter Size	Monthly Charge
5/8 - 3/4"	\$ 19.45
1"	\$ 25.80
1.5"	\$ 34.16
2"	\$ 55.02
3"	\$ 208.68
4"	\$ 265.60
6"	\$ 398.38
8"	\$ 550.13

Sewer Capital Levy

Meter Size	Monthly Charge
5/8 - 3/4"	\$ 6.20
1"	\$ 8.22
1.5"	\$ 10.89
2"	\$ 17.54
3"	\$ 66.52
4"	\$ 84.66
6"	\$ 126.99
8"	\$ 175.36

Consumption Rate (8499 m3 or under)

Cubic Metre	\$ 1.4606
Cubic Foot	\$ 0.0414

(a) Consumption Rate (8500 m3 or over)

Cubic Metre	\$ 1.4606
Cubic Foot	\$ 0.0414

Schedule "C" to By-Law 2011-260
Fines for Contravention

6.01 b)
6.01 c)
6.01 d)
6.01 e)
6.01 f)
9.05
9.06
10.01 a)
10.02
10.05 a)
10.06 a)
10.07 d)
10.07 e)
10.07 f)
10.07 g)
10.07 h)
11.02
12.01 a)
12.02 a)
12.02 b)
12.02 c)
12.02 d)
13.00
22.00
24.01 a)
24.02 b)
24.02 c)
24.03
27.01
27.02

**Schedule "D" to
By-law 2011-260
Fines for Contravention**

- 5.01a)
- 5.01b)
- 5.03 b)
- 5.03 d)
- 5.03 e)
- 5.03 i)
- 6.02 a)
- 6.02 b)
- 6.02 c)
- 6.02 d)
- 7.01 b)
- 9.04
- 10.06 b)
- 10.06 c)
- 10.06 d)

Schedule “E” to By-Law 2011-260
Fines for Contravention

17.01 b)	17.05 a)
17.01 c)	24.03 c) (iv)
17.01 d)	24.04
17.01 g)	24.05
17.01 h)	24.06
17.01 i)	
17.01 j)	
17.01 k)	
17.01 l)	
17.01 m)	
17.01 n)	
17.02 b)	
17.02 d)	
17.02 i)	
17.02 j)	
17.03 c)	
17.03 d)	
17.03 e)	
17.04 a)	
17.04 b)	
17.04 c)	
17.04 d)	
17.04 e)	
17.04 f)	
17.04 g)	

**Schedule “F” to By-Law 2011-260
Fines for Contravention**

10.03 a)

**Schedule “G” to By-Law 2011-260
Rates/Fees for Septage Disposal as per A By-law to Govern Septage
Disposal at City of Kawartha Lakes Sewage Works**

AMOUNT	2015	2016	2017	2018	2019
STANDARD SEPTAGE WASTE					
Rate Per 1000 gal	\$49.76	\$55.03	\$60.85	\$67.29	\$74.41
Rate Per m3	\$10.94	\$12.09	\$13.37	\$14.79	\$16.35
HOLDING TANK WASTE					
Rate Per 1000 gal	\$20.66	\$28.47	\$39.21	\$54.02	\$74.41
Rate Per m3	\$4.54	\$6.26	\$8.62	\$11.87	\$16.35
ABATTOIR WASTE					
Rate Per 1000 gal	\$20.66	\$28.47	\$39.21	\$54.02	\$74.41
Rate Per m3	\$4.54	\$6.26	\$8.62	\$11.87	\$16.35
LEACHATE					
Rate Per 1000 gal	\$6.31	\$6.46	\$6.62	\$6.79	\$6.96
Rate Per m3	\$1.39	\$1.42	\$1.46	\$1.49	\$1.53
<input type="checkbox"/> Registration Fee of \$50.00 for all owners/haulers					
<input type="checkbox"/> Administration Fee for Septage Hauled from Outside Municipal Boundaries – Flat rate of \$7.00 per tonne					
<input type="checkbox"/> Environmental Compliance Charge – Flat rate of \$100 per load for Abattoir Waste					

2017-075, effective April 18, 2017

The Corporation of the City of Kawartha Lakes

By-Law 2018-____

A By-law to Authorize Borrowing from time to time to meet current expenditures during the fiscal year ending December 31, 2018 in the City of Kawartha Lakes

Recitals

1. The *Municipal Act* provides authority for a Council by by-law to authorize the Head of Council and the Treasurer to borrow from time to time, by way of promissory note any sums as the Council considers necessary to meet, until taxes are collected and other revenues received, the current expenditures of the Corporation for the year.
2. The total amount which may be borrowed from all sources at any one time to meet the current expenditures of the Corporation, except with the approval of the Ontario Municipal Board, is limited by Section 407 of the *Municipal Act, 2001*.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2018-____.

Section 1.00: Definitions and Interpretation

1.01 Definitions: In this by-law,

“City”, “City of Kawartha Lakes” or “Kawartha Lakes” means The Corporation of the City of Kawartha Lakes and includes its entire geographic area;

"City Clerk" means the person appointed by Council to carry out the duties of the clerk described in section 228 of the *Municipal Act, 2001*;

“Council” or “City Council” means the municipal council for the City;

"Current Year" means 2018.

“Treasurer” means the person within the administration of the City who fulfills the function of the Treasurer as required by the *Municipal Act*.

1.02 Interpretation Rules:

(a) Wherever this By-law refers to a person or thing with reference to gender or the gender neutral, the intention is to read the By-law with the gender applicable to the circumstances.

(b) References to items in the plural include the singular, as applicable.

- (c) The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.
- 1.03 **Statutes**: References to laws in this by-law are meant to refer to the statutes, as amended from time to time, that are applicable within the Province of Ontario.
- 1.04 **Severability**: If a court or tribunal of competent jurisdiction declares any portion of this by-law to be illegal or unenforceable, that portion of this by-law shall be considered to be severed from the balance of the by-law, which shall continue to operate in full force and effect.

Section 2.00: Authorization

2.01 Authorization

The Head of Council and the Treasurer are authorized to borrow from time to time by way of promissory note during the Current Year, the sums necessary to meet, until the taxes are collected, the current expenditures of the City, and the other amounts that are set out in Subsection 407(1) of the *Municipal Act, 2001*.

2.02 Lender

The lender from whom amounts may be borrowed under authority of this By-law shall be the Royal Bank of Canada and any other lenders as named from time to time by resolution of Council.

2.03 Amount Borrowed

The total amount which may be borrowed at any one time under this By-law together with the total of any similar borrowings that have not been repaid, shall not exceed those limits established by the appropriate Provincial Ministries from time to time, and any borrowing limitations shall be temporarily calculated upon the estimated revenues of the City as set forth in the estimates adopted for the 2018 fiscal year until the estimates are adopted from the Current Year.

2.04 When Borrowing

The Treasurer shall, at the time when any amount is borrowed under this By-law, ensure that the lender is or has been furnished with a certified copy of this By-law a certified copy of the resolution mentioned in Section 2.02 determining the lender, if applicable, and a statement showing the nature and amount of the estimated revenues for the Current Year not yet collected and also showing the total of any other amounts borrowed from any and all sources under authority of Section 407 of the *Municipal Act, 2001* that have not been repaid.

2.05 **Where Estimates Not Yet Adopted**

- (a) If the estimates for the Current Year have not been adopted at the time an amount is borrowed under this By-law, the total borrowings, as set out in Section 2.03 of this By-law, shall be calculated for the time being upon the estimated revenues of the City as set forth in the estimates adopted for the next preceding year, less all revenues for and on account of the Current Year.
- (b) If the estimates for the Current Year have not been adopted at the time an amount is borrowed under this By-law, the statement furnished under Section 2.04 shall show the nature and amount of the estimated revenues of the City as set forth in the estimates adopted for the next preceding year and the nature and amount of the revenues received for and on account of the Current Year.

2.06 **Security Interest**

All or any sums borrowed under this By-law shall, with interest thereon, be a charge upon the whole of the revenue of the City for the Current Year and for any preceding years as and when those revenues are received, provided that the charge does not defeat or affect and is subject to any prior charge then subsisting in favour of any other lender.

2.07 **Payment on Debt**

The Treasurer is authorized and directed to apply in payment of all or any sums borrowed under this By-law, together with interest, all or any of the monies collected or received, either on account or, or realized in respect of, the taxes levied for the Current Year and preceding years or from any other source, which may lawfully be applied for those purposes.

2.08 **Promissory Notes**

Promissory notes made under Section 2.01 shall be sealed with the seal of the City and signed by the Head of Council and Treasurer.

Section 3.00: Administration and Effective Date

3.01 **Administration** The Treasurer shall be responsible for the administration of this By-law.

3.02 **Effective Date**: This By-law shall come into force on the date it is finally passed.

By-law read a first, second and third time, and finally passed, this 30th day of January, 2018.

Andy Letham, Mayor

Cathie Richie, City Clerk

The Corporation of the City of Kawartha Lakes

By-Law 2018-____

A By-law to Appoint a Municipal Law Enforcement Officer for the City of Kawartha Lakes

Recitals

1. Section 15 of the Police Services Act R.S.O. 1990, c.P.15 authorizes municipal councils to appoint municipal law enforcement officers, who are peace officers for the purpose of enforcing their by-laws.
2. Council considers it advisable to appoint an individual to serve as a municipal law enforcement officer.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2018-____.

Section 1.00: Definitions and Interpretation

- 1.01 **Definitions:** In this by-law,

“City”, “City of Kawartha Lakes” or “Kawartha Lakes” means The Corporation of the City of Kawartha Lakes and includes its entire geographic area;

“Council” or “City Council” means the municipal council for the City;

“Manager of Municipal Law Enforcement ” means the person who holds that position and his or her delegate(s) or, in the event of organizational changes, another person designated by Council.

- 1.02 **Interpretation Rules:**

(a) The Schedules attached to this by-law form part of the by-law, and are enforceable as such.

(b) The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.

- 1.03 **Statutes:** References to laws in this by-law are meant to refer to the statutes, as amended from time to time, that are applicable within the Province of Ontario.

- 1.04 **Severability:** If a court or tribunal of competent jurisdiction declares any portion of this by-law to be illegal or unenforceable, that portion of this by-law shall be considered to be severed from the balance of the by-law, which shall continue to operate in full force and effect.

Section 2.00: Appointments

- 2.01 **Municipal Law Enforcement Officer:** Ryan Allard is appointed as a Municipal Law Enforcement Officer for the City of Kawartha Lakes in accordance with section 15 of the Police Services Act R.S.O. 1990, c.P.15.
- 2.02 **Reporting Relationship:** Ryan Allard shall report to and be under the direction of the Manager of Municipal Law Enforcement.

Section 3.00: Administration and Effective Date

- 3.01 **Administration of the By-law:** The Manager of Municipal Law Enforcement is responsible for the administration of this by-law.
- 3.02 **Effective Date:** This By-law shall come into force on the date it is finally passed.

By-law read a first, second and third time, and finally passed, this 30th day of January, 2018.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

The Corporation of the City of Kawartha Lakes

By-Law 2018-____

A By-law to Appoint a Weed Inspector for the City of Kawartha Lakes

Recitals

1. Weed inspectors are required to enforce the Weed Control Act, R.S.O. 1990, c. W.5.
2. Paragraph 6(1) of the Weed Control Act, R.S.O. 1990, c.W.5 states that the council of every upper-tier and single-tier municipality shall by by-law appoint one or more persons as area weed inspectors to enforce the Weed Control Act in the area within the council's jurisdiction and fix their remuneration or other compensation.
3. Council deems it appropriate to appoint Municipal Law Enforcement Officers as Weed Inspectors.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2018-____.

Section 1.00: Definitions and Interpretation

- 1.01 **Definitions:** In this by-law,

“City”, “City of Kawartha Lakes” or “Kawartha Lakes” means The Corporation of the City of Kawartha Lakes and includes its entire geographic area;

“Council” or “City Council” means the municipal council for the City;

“Manager of Municipal Law Enforcement ” means the person who holds that position and his or her delegate(s) or, in the event of organizational changes, another person designated by Council.

- 1.02 **Interpretation Rules:**

- (a) The Schedules attached to this by-law form part of the by-law, and are enforceable as such.
- (b) The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.

- 1.03 **Statutes:** References to laws in this by-law are meant to refer to the statutes, as amended from time to time, that are applicable within the Province of Ontario.

- 1.04 **Severability:** If a court or tribunal of competent jurisdiction declares any portion of this by-law to be illegal or unenforceable, that portion of this by-law shall be considered to be severed from the balance of the by-law, which shall continue to operate in full force and effect.

Section 2.00: Appointment

- 2.01 **Municipal Weed Inspector:** Ryan Allard is appointed as an Area Weed Inspector for The Corporation of the City of Kawartha Lakes.

Section 3.00: Duties and Responsibilities

- 3.01 The duties and responsibilities of the Area Weed Inspector are set out in the Statutes and Regulations of the Province of Ontario and in the By-laws and Policies of The Corporation of the City of Kawartha Lakes, which exist or may be passed in future.
- 3.02 The Area Weed Inspector shall report to and be under the direction of the Manager Municipal Law Enforcement of The Corporation of the City of Kawartha Lakes.

Section 4.00 Remuneration:

- 4.01 The Area Weed Inspector shall receive remuneration in accordance with the City's Collective Agreement with the Canadian Union of Public Employees.

Section 5.00 Notice:

- 5.01 Written notice of this by-law shall be given to the chief inspector appointed under Section 2 of the Weed Control Act R.S.O. 1990, c.W.5 by the Manager of Municipal Law Enforcement.

Section 6.00: Administration and Effective Date

- 6.01 **Administration:** The Manager of Municipal Law Enforcement is responsible for the administration of this by-law.
- 6.02 **Effective Date:** This By-law shall come into force on the date it is finally passed.

By-law read a first, second and third time, and finally passed, this 30th day of January, 2018.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

The Corporation of the City of Kawartha Lakes

By-law 2018-____

A By-law to Appoint a Member of Council to the City of Kawartha Lakes Committee of Adjustment for the Remainder of the 2018 Term of Council

Recitals

1. *The Planning Act, R.S.O. 1990 Chapter P. 13*, Subsection 44(1), as amended, provides that Council may by By-law constitute and appoint a Committee of Adjustment and pursuant to Subsection 44(3) that members who are members of a municipal council shall be appointed annually.
2. City of Kawartha Lakes By-law 2015-008 constituted the City of Kawartha Lakes Committee of Adjustment and delegated responsibilities to that Committee and an appointed official.
3. Council adopted Resolution CR2016-953 giving direction to appoint Councillor Seymour-Fagan to the Committee of Adjustment for the remainder of the current term of Council.
4. Council considers it advisable to appoint a member of Council to the Committee of Adjustment for the remainder of the 2018 term of Council.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2018-____.

Section 1.00: Appointment of Committee Member

- 1.01 The following member of Council is hereby appointed to the Committee of Adjustment until November 30, 2018: Kathleen Seymour-Fagan

Section 2.00: Effective Date

- 2.01 **Effective Date**: This by-law shall be effective as of January 1, 2018.

By-law read a first, second and third time, and finally passed, this 30th day of January, 2018.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

The Corporation of the City of Kawartha Lakes

By-Law 2018-____

A By-law to Repeal City of Kawartha Lakes By-law 2017-232 being a By-law to Assume Dobson Street, Kyle Court, Truax Street, and Gunsolus Street, Plan 57M-787

1. City of Kawartha Lakes By-law 2017-232 was passed on November 14th, 2017 to assume roads within the first phase of Morningside Subdivision as listed above.
2. At the time of registration, the Property Identification Numbers were found to be incorrect.
3. Council deems it appropriate to repeal By-laws 2017-232.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2018-____.

Section 1.00: Definitions and Interpretation

- 1.01 **Definitions:** In this by-law,

“City”, “City of Kawartha Lakes” or “Kawartha Lakes” means The Corporation of the City of Kawartha Lakes and includes its entire geographic area;

“Council” or “City Council” means the municipal council for the City.

Section 2.00: Repeals

- 2.01 **Repeal:** By-law 2017-232 is repealed.

Section 3.00: Administration and Effective Date

- 3.01 **Effective Date:** This By-law shall come into force on the date it is finally passed.

By-law read a first, second and third time, and finally passed, this 30th day of January, 2018.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

The Corporation of the City of Kawartha Lakes

By-Law 2018-____

A By-law to Regulate Water and Wastewater Services in the City of Kawartha Lakes

Recitals

1. The *Municipal Act, 2001*, S.O. 2001, c.25 allows municipalities to pass By-laws governing public utilities and permitting the setting of fees and charges related to the supply of water and wastewater services to the public.
2. The *Municipal Act, 2001*, S.O. 2001, c.25, sections 79 and 80, allow a municipality to have reasonable access to buildings and land supplied with water to maintain the system.
3. The *Municipal Act, 2001*, S.O. 2001, c.25, section 83 allows for a municipality to require security be given for payment of the proper fees and charges for the supply of the public utility or for extending the public utility to the land.
4. It is deemed prudent to enact rules and regulations to provide for the management and general maintenance of municipal water and wastewater works and fixing the rates and charges to be paid by owners and occupiers. Also due diligent to ensure an acceptable level of service meeting or exceeding Ontario Provincial Standards, Ministry of the Environment and Climate Change Guidelines and special Conditions and Requirements of the City of Kawartha Lakes.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2018-____.

Section 1.00: Definitions and Interpretation

1.01 **Definitions**: In this by-law,

“**Agent**” means a person authorized to act on another’s behalf;

“**Applicant**” means the owner of the premises for which water or sewage works are being sought or the authorized agent of the owner;

“**Automated Meter Reading Program**” means the programs or projects as may be adopted by the City, for the supply and installation of water meters and a radio communications network capable for reading, transmitting and collecting water meter readings throughout the City and includes all related equipment, software and hardware;

“Backflow Prevention Device” means a device or system that prevents backflow or back-siphonage into the waterworks and is designed to prevent contamination of the waterworks or water supply;

“Building” means a building or structure as defined in the *Building Code Act*;

“Building Code Act” means the *Building Code Act, 1992*, S.O. 1992, C. 23, as amended and includes the regulations thereunder;

“Building Permit” means a permit issued under the Ontario *Building Code Act*;

“By-Law” means this By-law, as may be amended from time to time. The Recitals to, and the Schedules attached to this By-Law are considered integral parts of it;

“Chief Building Official” (CBO) means the Chief Building Official, appointed pursuant to the *Building Code Act*;

“City”, “City of Kawartha Lakes” or “Kawartha Lakes” means The Corporation of the City of Kawartha Lakes and includes its entire geographic area;

“City Clerk” means the person appointed by Council to carry out the duties of the clerk described in section 228 of the *Municipal Act, 2001*;

“Connection Charge” means the charge payable when required as a condition of a severance or when a property is connected to a water and/or sanitary sewer service, to finance the installation and connection of a water or sanitary sewer service from the watermain or sewer main to the property line;

“Consolidated Fees By-Law” means By-Law 2017-203 “*A By-law to Amend By-law 2016-206, the Consolidated Fees By-law in the City of Kawartha Lakes*”, as amended;

“Contractor” means a person, partnership, or corporation who contracts to undertake the execution of work commissioned by the owner or the City to install or maintain mains, service mains, services, hydrants and other appurtenances. When work is undertaken on City owned property the contractor must be approved by the City;

“Council” or “City Council” means the municipal council for the City;

“Cross Connection” means any actual or potential connection between the waterworks and any source of pollution, contamination, or other material or substance that could change the quality of the water in the waterworks. This includes any bypass, jumper connection, removable section of pipe, swivel or changeover device, and any other temporary or permanent connecting arrangement through which backflow can occur. Individual protection would be installed on fixtures or appliances that have the potential of contributing to a cross connection;

“CSA-B64 Series Standards” means the Canadian Standards Association standard for Backflow Preventers and Vacuum Breakers, as amended;

“Delinquent Account” means an account for service issued by the City which remains unpaid after the due date;

“Director of Public Works” means the person who holds that position and his or her delegate(s) or, in the event of organizational changes, another person designated by Council;

“Director of Engineering and Corporate Assets” means the person who holds that position and his or her delegate(s) or, in the event of organizational changes, another person designated by Council;

“Dwelling Unit” means a unit that is operated as a housekeeping unit, used or intended to be used by one or more persons and usually containing cooking, eating, living, sleeping and sanitary facilities;

“Fire Code” means the Ontario Regulation 213/07 made under Part IV of the *Fire Protection and Prevention Act, 1997*, S.O. 1997, c.4;

“Flat Rate” is the fee charged when there is no meter available to measure consumption for billing purposes and based upon average consumptive usage of 178 m³ annually.

“Frontage” is defined as:

- (a) Where the property is zoned agriculture, the length shall be the frontage of the residential usage portion only;
- (b) Where the property is not zoned for agricultural use, the length shall be the frontage along which the main runs;
- (c) Where a property is serviced on more than one side, the length shall be calculated for the side from which the property is being serviced;

“Frontage Charge” means the charge payable, based upon the frontage of the property, when required a condition of a severance or when a property is connected to a water and/or sanitary sewer service that hasn't already been levied, to finance the maintenance, replacement and rehabilitation of existing underground infrastructure. Frontage charges are not the same as Development Charges imposed by City by-law, as applicable;

“Guidelines” means and is not limited to the Public Works/Engineering Services Subdivision/Site Plan Development Guidelines and Technical Standards for the City of Kawartha Lakes, and/or Design Guidelines for Drinking Water Systems 2008 by the Ministry of the Environment, and/or Design Guidelines for Sewage Works 2008 by the Ministry of the Environment, as applicable and amended;

“Irrigation Systems” means equipment, which includes sprinkler heads, piping and other components used primarily to apply water to vegetation;

“Inspection” includes:

- (a) An audit;
- (b) Physical, visual or other examination;
- (c) Survey;
- (d) Test; and
- (e) Inquiry;

“Licensed Operator” means for the purposes of this By-Law a person in good standing with the Ontario Water Wastewater Certification Office (OWWCO) and maintains a minimum Class I in Water Treatment, Water Distribution, Water Distribution and Supply, Wastewater Treatment and/or Wastewater Collection. The license held must be applicable to the system for which one is performing the work in.

“Manager of Environmental Services” means the person who holds that position and his or her delegate(s) or, in the event of organizational changes, another person designated by Council;

“Manager of Revenue and Taxation” means the person who holds that position and his or her delegate(s) or, in the event of organizational changes, another person designated by Council;

“Meter” means the device, which is the property of the City of Kawartha Lakes which measures and records the quantity of water passing through it and is read, serviced, maintained, and supplied by the City;

“Meter Chamber” means a device for the protection of a meter;

“Metered Water Systems” shall include City-owned systems where water is supplied to the customer using a measurement on a consumption meter;

“Municipal Act, 2001” means the *Municipal Act, 2001* S.O. 2001, c.25, as amended;

“Municipal Property” means any lands/property owned by the City and/or easements, rights-of-way and/or road allowances in favour of the City;

“Municipal Law Enforcement Officer” means a peace officer appointed by Council pursuant to section 15 of the *Police Services Act*, R.S.O. 1990, c. P. 15, for the purpose of enforcing municipal By-laws;

“Occupier” means a person residing on or in a property; a person entitled to the possession of the property if there is no other person residing on or in the property; and a tenant or leaseholder; and, where that person is a corporation, shall include the officers, directors and shareholders of that corporation. An occupier includes an occupant;

“Other Charges” means those charges related to repairs, installations, services rendered, or other expenses, exclusive of charges included in

water rates, frontage charges and sewage service rates, payable by the consumer as provided for in this By-Law or as directed by City Council;

“Owner” means a person that has any right, title, estate, or interest in a property, other than that of only an occupant and, where that person is a corporation, shall include the officers, directors and shareholders of that corporation, and shall include any person with authority or power over or control of that property on behalf of an owner. An owner includes a developer;

“Person” means a natural person, an association, a partnership or a corporation and the heirs, executors, administrators or other legal representatives of a person to whom the context can apply according to law;

“Premises” means any house, tenement, building, lot, or part of a lot, or both, in, through, or past which service pipes run;

“Private Hydrants” are situated within the limits of the property owned or occupied by the owner or occupier of the water, and/or installed at such locations to serve as exclusive fire protection for said buildings at such a site complex, i.e., institutions, condominiums, community centers, schools, etc.;

“Private Water Service Pipe” means the pipe, fittings and appurtenances which convey water from the water service connection at property line to a water meter, or to the point where the pipe and fittings connected to the water service connection enters a building or structure if there is no water meter;

“Private Sanitary Sewer Service Pipe” means the pipe, fittings, and appurtenances which convey wastewater from a building or structure to the property line.

“Property” includes but is not limited to both public and private lands, a house, building, structure, lot or any part of a house, building, structure or lot within the City, and is adjacent to water and/or sewage works and may be entitled to a service connection;

“Qualified Person” means a person whom meets the following requirements: is registered with the City’s Cross Connection Control Program; holds a valid and current Certificate of Achievement in Cross Connection Control endorsed by the Ontario Water Works Association (OWWA); is in possession of a current calibration certificate as required for the testing equipment to be employed; maintains commercial general liability insurance; and is authorized to perform the inspection and testing requirements of the program;

“Remote Readout Unit” means any device that is used to record or transmit, or both, the water consumption reading of a water meter and may be installed at a separate location from the water meter but does not include the water meter register;

“Sanitary Sewer” means the pipe, valves and fitting attached thereto, which transport and collect wastewater from abutting properties and general area;

“Sanitary Sewer Service Pipe” means the pipe and fittings that convey wastewater from the inside of an exterior wall of a structure to a connection on a main;

“Service Box” means the structure that houses the shut off valve;

“Service Connection” means water and/or sanitary sewer service connection;

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

“Shut-off Valve” means the valve on or at water service connection owned and used by the City to shut off or turn on the water supply from the waterworks to a property. May also be referred to as curb stop;

“Special Meter Reading” means a reading taken by a person authorized by the City to read a meter for billing purposes at a time other than the normal billing cycle reading;

“Sprinkler System” means a dedicated water service installed to a building complex required by the *Ontario Building Code* or the *Ontario Fire Code* for the exclusive purpose of fire suppression of said structure;

“Streetline” means the boundary of private property which adjoins municipal property;

“Substantially Demolished” means the demolition of more than 50% of the exterior walls of the first story above grade of a building or structure, whether or not it is subsequently replaced;

“Supervisor, Overall Responsible Operator” means the person who holds that position and his or her delegate(s) or, in the event of organizational changes, another person designated by Council;

“Supervisor, Water and Wastewater Operations” means the person who holds that position and his or her delegate(s) or, in the event of organizational changes, another person designated by Council;

“Tenant” means a person that pays consideration to use or occupy land, a building or other property owned by another;

“Temporary Water Service” means:

- (a) A pipe installed from a public waterworks by the City, for a City project, and for a specified temporary period of time; and
- (b) A pipe installed with the permission of the Director for construction purposes;

“Treasurer” means the person within the administration of the City, which fulfills the function of the Treasurer as required by the *Municipal Act, 2001*, S.O. 2001, C.25;

“Valve” means a device for controlling the flow of water through a pipe. A valve on a service connection is also referred to as a stopcock, curb stop or shut-off valve;

“Water” means potable water supplied by the City;

“Water Account” means a record of water consumption and all fees and charges related thereto at and for a property;

“Watermain” means the pipe, valves and fittings attached thereto which transport and distribute water to abutting properties and/or general area;

“Water Service Pipes” means the pipe fittings that convey potable water from a connection a main or private main to the meter location, or, for a fire service, to the inside of the exterior wall of a structure;

“Water Works System” includes but is not limited to buildings, structures, plants, equipment, appurtenances, devices, conduits, intakes, outlets, underground pipelines and installations, and other works designed for the treatment, transmission, distribution and storage of water and includes lands appropriated for that purpose;

“Zone or Area Protection” is provided within a building or area of a building where a cross connection could occur due to installed equipment or work being performed.

1.02 **Interpretation Rules:**

- (a) The Schedules attached to this by-law form part of the by-law, and are enforceable as such.
- (b) The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.

1.03 **Statutes:** References to laws in this by-law are meant to refer to the statutes, as amended from time to time, that are applicable within the Province of Ontario.

1.04 **Severability:** If a court or tribunal of competent jurisdiction declares any portion of this by-law to be illegal or unenforceable, that portion of this by-law shall be considered to be severed from the balance of the by-law, which shall continue to operate in full force and effect.

Section 2.00: Administration

- 2.01 The Director of Public Works shall oversee:
- (a) The operation and maintenance of the City's water and wastewater systems.
- 2.02 The Director of Engineering and Corporate Assets shall oversee:
- (a) Development and implementation of standards and specifications governing the design and construction of the City's drinking water and wastewater systems; and
 - (b) The service application, review and installation process
- 2.03 Should emergency conditions arise that imperil the municipal water supply or its distribution, the Director of Public Works has the authority to:
- (a) Take all remedial measures as deemed necessary to protect public health, which may include limiting or stopping the supply of water in any area and restricting the use of water for any specific purpose;
 - (b) Expend money and employ workers as needed to restore the City's drinking water system; and
 - (c) Report to Council as soon as practical after such measures are taken.
- 2.04 The Treasurer shall be responsible for:
- (a) Arranging for the installation and repair of fixed water meter reading equipment;
 - (b) Administering water meter reading;
 - (c) Establishing water and wastewater rates;
 - (d) Accounting;
 - (e) Billing;
 - (f) Collecting fees and charges;
 - (g) Issuance of water certificates in conjunction with a final reading of the City meter and a final bill to the owner of the property when a written request has been received and the charge established in the Tariff of Fees By-Law has been paid; and
 - (h) Limiting or stopping the supply of water when there has been default of payment in accordance with the City's Water and Wastewater Billing and Collection Policy, or this By-law, as amended from time to time.

Section 3.00: Use and Receipt of Water

- 3.01 No person shall use, cause or permit water to be used other than in connection with the property to which it is supplied without prior written permission of the City, other than by authorized Kawartha Lakes Fire Services personnel acting in the course of their duties or other City personnel acting in the course of their duties.
- 3.02 No person shall sell water or otherwise similarly dispose of water without the prior written permission of the City, other than by authorized Kawartha Lakes Fire Service personnel or other City personnel acting in the course of their duties.

- 3.03 No person shall obtain water without paying the applicable charges, fees or rates for that water, except with the prior written approval of the City other than authorized Kawartha Lakes Fire Services personnel or other authorized City personnel acting in the course of their duties.
- 3.04 The City does not guarantee any pre-determined water pressure or flow, or guarantee the water supplied to be free of colour, turbidity, taste or odour at all times.

Section 4.00: Installation and Maintenance of the Distribution and Collection Systems

- 4.01 Any and all work having to do with the supply of water and collection of wastewater, with the laying, repairing, renewing or the taking up of a watermain, sanitary sewer or service pipes on municipal property shall only be carried out where authorized by the officers, agents or servants of the City.
- 4.02 Any persons before proceeding with, or authorizing any construction, that will occur under, across or along any watermain, sanitary sewer or other water or sewage works forming any part of the City's system(s), shall seek approval from the City by providing in writing of their intention to proceed with the same. If, in the opinion of the City, it becomes necessary to support or relocate any watermain, sanitary sewer or other water or sewage works, the cost of such work shall be at the sole expense of the applicant. The City has the authority to supervise and/or direct such works, which shall be at the sole expense of the applicant.
- 4.03 No person, except those authorized by the City, shall:
- (a) Tap-off, interfere or make any connection with a watermain and/or sanitary sewer;
 - (b) Turn off, turn on or interfere in any manner with any watermain valve;
 - (c) Turn off, turn on or interfere in any manner with any service pipe; or
 - (d) Extend any watermain and/or sanitary sewer belonging to or that in the opinion of the City forms part of the City's waterworks and sewage works.
- 4.04 The City shall undertake only the following works on private property:
- (a) Such works as are necessary in connection with City owned meters, or other components of the waterworks system; and
 - (b) Inspection, disinfection, and testing of the installation or repair of private water services, as required by the City.
- 4.05 Where, on an emergency basis, the City assists the owner, at the owner's request, in the repair of a private service on that owner's property, all work performed by the City to assist the owner in that regard shall be performed at the owner's risk and cost. The owner shall have no claim whatsoever against the City for reason of that work.

Section 5.00: Water and Sanitary Sewer Connections and Applications

5.01 New or Changed Connections:

- (a) No person, including the owner or occupier, shall erect or cause to be erected any building, except an ancillary building, on lands serviced by the water and/or sewage works unless the building to be erected is connected to the water and/or sewage works.
- (b) No person, including the owner or occupier, shall connect to the City's water and/or sewage works or make changes or alterations to an existing connection to the City's water and/or sewage works without the written approval of the Director of Engineering and Corporate Assets and in compliance with this By-Law.

5.02 Application for Connection:

- (a) All persons who requires or requests water to be supplied to a property or collection of wastewater or a change or alteration to the existing water or sanitary sewer connection in relation to a property shall submit a Municipal Service Connections Application to the City to determine if services are available to the subject property.
- (b) The Municipal Services Connection Application shall be accompanied by any and all plans as may be required by the City to determine if the application is in accordance with applicable Guidelines and the standards, specifications and requirements of this By-Law. The owner shall be responsible for the completeness and accuracy of the information furnished on the Municipal Services Connection Application and in the plans at the time of making the application.
- (c) No connections shall be made until confirmation has been received from the Engineering and Corporate Assets department, including but not limited to all fees paid.

5.03 Installation of Water and Sanitary Sewer Service Connection(s):

- (a) All work and materials shall conform to the current Guidelines.
- (b) All water and/or sanitary sewer connections within municipal property shall be constructed by an Service Connection Contractor approved by the City.
- (c) The City retains the right to inspect and/or supervise any and/or all work performed on private property that relates to the installation of a connection to a City service pipe, not under the jurisdiction of the *Building Code Act*. This may require the hiring of a Licensed Operator. If in the opinion of the City, the installation is not completed in accordance with all applicable laws, including, but not limited to, the *Building Code Act*, and/or the standards and specifications of this By-law, it shall be made to conform, at the owner's expense.
- (d) In the event that a person connects to the City's water and/or sanitary sewage works, and/or installs a water and/or sanitary sewer service connection in a manner other than provided for in this By-Law, the Director of Engineering and Corporate Assets has the authority to order, at the owner's expense:

- i. Re-excavation of the connection for the purpose of inspection and testing and subsequent reinstallation of the works in compliance with this By-Law; or
 - ii. Disconnection of the service connection, which shall not be reinstalled and/or reconnected without the prior written permission of the appropriate Director and must be within full compliance with the requirements of this By-Law.
- (e) A separate and independent water and sanitary sewer service and water meter shall be required for:
 - i. Each single family dwelling, including separate living units that legally conform to Zoning By-Laws of the City of Kawartha Lakes;
 - ii. Each unit of a semi-detached building;
 - iii. Each dwelling unit of a linear row housing building or tenement;
 - iv. Apartment buildings;
 - v. Commercial buildings;
 - vi. Condominium apartment buildings; and
 - vii. Industrial buildings.
- (f) Each and every water service connection shall be equipped with a shut-off valve that shall be located on municipal property or a location authorized in writing by the Director of Engineering and Corporate Assets, such valve(s) shall be the property of the City.
- (g) Each and every water and sanitary sewer service connection shall be installed and connected to the City's watermain and/or sanitary sewer along the frontage of the property unless otherwise authorized in writing by the Director of Engineering and Corporate Assets.
- (h) A separate connection service meter installed for irrigation and/or fire sprinkler systems is not permitted.
- (i) Shut-off valves for all water services, irrigation and/or fire sprinkler systems shall be fully accessible to the City. If shut-off valves are not accessible, the City will undertake relocation work to ensure the valves are accessible. All costs associated with relocation shall be at the owner's expense.

Section 6.00: Private Water and Sanitary Sewer Service Pipes and Private Fire Service Mains

6.01 Installation and Inspection:

- (a) All private water and sanitary sewer service pipes and private fire service mains and their appurtenances shall be installed by the owner, at the owner's expense, in accordance with all applicable law including, but not limited to, the *Building Code Act*, Guidelines and this By-law.
- (b) All private water service pipes and private fire service mains 100 mm in diameter and larger shall be tested and commissioned in accordance with City Guidelines and AWWA standards by a Licensed Operator to the satisfaction of the City.
- (c) No owner shall install a private water or sanitary sewer service pipe or private fire service, or permit a private water service pipe, sanitary sewer service or private fire service main to be installed on that owner's property except where:

- i. The watermain/sanitary sewer to which the connection is to be made is fully completed, tested and accepted by the City for operation;
 - ii. Water/sanitary sewer service connections have been installed to the satisfaction of the City; and
 - iii. The private fire service connections are installed to the satisfaction of the City.
- (d) In the event that a person installs or permits a private water/sanitary sewer service pipe or private fire service main to be installed in a manner contrary to this By-Law, the Chief Building Official has the authority to order the excavation of the installation and/or direct any other action as may be deemed necessary for the purpose of inspection and testing by the City, at the owner's expense.
- (e) If the City determines, after an inspection and testing, that a private water/sanitary sewer service pipe or private fire service main has not been installed in accordance with subsection 6.01 (a) of this By-Law, the Director of Engineering and Corporate Assets, Director of Public Works and/or Chief Building Official has the authority to direct the owner to perform the necessary work to ensure full compliance. All works shall be at the expense of the owner and shall be completed within a specified time period.
- (f) Where an owner fails to or refuses to perform the remedial work as directed under subsection 6.01 (e), the Director of Engineering and Corporate Assets, Director of Public Works and/or Chief Building Official has the authority to:
 - i. Issue an order to the owner to perform the necessary work, in addition to any requirements as determined by the Chief Building Official, to bring the private water and sanitary sewer service pipe and/or private fire service main, into full compliance with the applicable regulations, Guidelines and this By-Law; and
 - ii. Issue an order to disconnect the private service pipes and/or private fire service main from the water or sewage works.
- (g) Upon a disconnection by the Director of Engineering and Corporate Assets, Director of Public Works and/or Chief Building Official under subsection 6.01 (f) ii., the owner shall not reinstall a private water and/or sanitary sewer service pipe or private fire service main or both except:
 - i. Upon the prior written approval of the appropriate Director;
 - ii. Upon the payment of all applicable fees and charges in respect to the disconnection; and
 - iii. When work is in complete compliance with applicable Guidelines and this By-Law.

6.02 **Maintenance and Use:**

- (a) The owner or occupier of a property shall keep all private water/sanitary sewer service pipes and private fire service mains on that property, including but not limited to fittings, valves, meter chambers and supports thereof, in good working order and repair at all times.
- (b) The owner or occupier of a property shall repair any and all leaks, defects or malfunctions in, of, or on the private water/sanitary sewer

service pipes or private fire service mains on that property, including leaks, defects or malfunctions related to valves, fittings or corroded piping, as soon as possible once they are made aware of any such leaks or defects or malfunctions, in accordance with all applicable City By-Laws and provincial legislation.

- (c) In the event that an owner or occupier fails to keep all private water/sanitary sewer service pipes and private fire service mains on that property, including but not limited to fittings, valves, meter chambers and supports thereof, in good working order and repair at all times or refuses to repair any and all leaks, defects or malfunctions in, of, or on the private water/sanitary sewer service pipes or private fire service mains on that property, including leaks, defects or malfunctions related to valves, fittings or corroded piping, the Director of Public Works is authorized to issue an order to the owner or occupier to do so.
- (d) The owner or occupier shall comply with an order issued under subsection 6.02 (c) no later than forty-eight (48) hours after issuance.
- (e) If an order is issued under subsection 6.02 (a), 6.02 (b) or 6.02 (c), the owner or occupier shall pay the amount specified in the City's Consolidated Fees By-law with respect to any water not registered by the meter or for any water loss, for each day an order of the Director under subsection 6.02 (d) is out of compliance.
- (f) Notwithstanding subsection 6.02 (e), where the owner or occupier can provide, to the satisfaction of the Director of Public Works, an accurate record of actual water loss as a result of the leak, defect or malfunction, the amount payable may be adjusted to be equal to the amount so recorded, to the satisfaction of the Director of Public Works.

6.03 **Investigation/Disputes:**

- (a) Where an owner or occupier disputes the City's determination of the location of a leak or defect in a service connection, the owner or occupier may apply in writing to the Director of Public Works to request the City to conduct an inspection of the service connection and to perform whatever excavation may be necessary.
- (b) The owner or occupier shall set out, in the application, the basis upon which the owner or occupier disagrees with the City's determination of the location of a leak or defect in a service connection.
- (c) If the Director of Public Works, determines that an inspection by excavation is necessary to determine the location or cause of the leak or defect, the owner or occupier requesting the inspection shall pay to the City the deposit specified in the City's Consolidated Fees By-Law, prior to the commencement of the excavation.
- (d) The deposit shall be in the form of either cash or a certified cheque, or applied to the owner or occupier's utility account, as may be determined by the Director of Public Works.
- (e) If, upon an inspection under subsection 6.03 (a):
 - i. A leak or defect is found by the City on the City's portion of the service connection, the City shall refund the deposit to the owner or occupier;
 - ii. No leak or defect is found by the City on the City's portion of the service connection, the Director of Public Works has the

authority to determine the actual cost of the excavation, restoration and any other services or work performed by the City in relation to the inspection. Payment of those costs shall be the responsibility of the owner or occupier;

- iii. Should the actual cost of the work be greater than the deposit received under 6.03 (d), the owner or occupier shall immediately remit to the City the difference;
- iv. In the event the actual cost of the work is less than the amount of the deposit received under subsection 6.03 (d), the Director of Public Works shall authorize the refund of the difference to the owner or occupier. If the deposit was applied to the owner/occupier's utility account, a credit will be applied to the account.

Section 7.00: Demolitions

7.01 Demolition of a Building:

- (a) An application to disconnect services must be made on the approved form prior to a demolition permit being issued.
- (b) An owner who has received a permit to demolish a property shall notify the City in writing at least seven (7) days in advance of the date on which the water supply to the property is to be terminated, and shall make an appointment with, and provide access to the City to accommodate a final water meter reading, the removal of the water meter and the remote readout unit from the property, turn-off of the water supply at the shut-off valve and to allow for inspection of the plugged sanitary sewer service.
- (c) The owner or an agent of the owner shall be present at the property when the final water meter reading is taken, the water meter is removed, the water supply is turned off and the inspection of the plugged sanitary sewer service is complete.
- (d) The City may require that the services be disconnected and capped at the property line or at the watermain and/or sanitary sewer main, at the expense of the owner.
- (e) The owner shall pay the amounts specified in the Consolidated Fees By-Law, for the turn off of the water supply to the property and shall pay all City costs related to the disconnection of the water service connection from the water and sewage works in accordance with section 5.00 of this By-Law.
- (f) In the event an owner fails to provide access to a property prior to demolition of a building on the property, in accordance with subsection 7.01 (b), the owner shall pay to the City an amount equal to the cost of a new water meter and remote readout unit of the same type and size that was unable to be recovered by the Treasurer from the property in accordance with the amounts specified in the Consolidated Fees By-Law.
- (g) In addition to the amounts payable under subsection 7.01 (f), the owner shall also pay for the amount of water consumption from the last water meter reading date to the date of the disconnection of the water service connection from the waterworks, estimated by the Treasurer in accordance with subsection 10.03 (h).

- (h) Notwithstanding subsections 7.01 (e) and 7.01 (f), if the Treasurer determines that it is not necessary to recover a water meter from a property to be demolished, the Treasurer shall notify the owner in writing.
- (i) Upon receipt of a notice from the Director of Public Works following the inspection required under subsection 7.01 (b), and provided that the water meter has been removed or determined unrecoverable per subsection 7.01 (h), the owner may proceed with the demolition.
- (j) The owner shall be responsible for the payment of the fixed rate charge specified in Schedule "A" to this By-Law.

Section 8.00: Construction Water

8.01 Construction Water for Building:

- (a) For all newly constructed buildings where a Building Permit is issued and municipal water services are available, a construction water charge as per the Consolidated Fees By-law will be charged at the time of Building Permit issuance.
- (b) The water shall be used solely for the construction of the building for which the building permit is issued, which includes normal concrete and masonry work and other minor uses on the subject property and shall not be utilized for compaction or lawn watering purposes.
- (c) The City is authorized to terminate the supply of water to a property where a person has been authorized for construction water use and is found to be using construction water for compaction, lawn watering, use in a model home or where construction water is used to service more than one separately assessed parcel of land or other purpose deemed to be unacceptable by the City.
- (d) The owner shall pay all costs for the installation of any temporary or permanent water service connection of any size and all costs for the disconnection of any temporary water service connection.
- (e) The commencement date shall be the date the construction water is connected by the City and is valid for a three-month period from that date.
- (f) Should construction water be turned on by someone other than the City, the owner will be charged for the construction water from the date of the building permit to the date of the installation and commencement of use of the water meter.
- (g) Once the water meter is installed, the owner shall be charged the current water rates for all water consumption registered on the water meter in place of the construction water rate specified in Schedule "A" of this By-Law.

8.02 Extension of Construction Water Use:

- (a) The owner of a property who is utilizing construction water, who has not installed a properly working water meter within the initial three-month period set out in subsection 8.01, may apply to the Treasurer for an extension of the permit beyond that initial three-month period.
- (b) The extension period set out in subsection 8.02 (a) shall be for no less than three additional months.

- (c) Where the extension of construction water use is applied for and the consumption is not metered, a payment for the supply of water for the full term of the applied-for extension, calculated in accordance with the amounts specified in the Consolidated Fees By-Law, shall be made by the building permit holder at the time the request for the extension is submitted.
- (d) Once the water meter is installed, the owner shall be charged the current water rates for all water consumption registered on the water meter in place of the construction water rate specified in Schedule "A" of this By-Law
- (e) The owner shall be entitled to apply for additional extension periods but must comply with the requirements of subsection 8.01 (a) and (b) with respect to each request for an extension.
- (f) The Treasurer shall shut off the supply of water to a property where an owner who is authorized for the use of construction water under subsections 8.01 (a) and 8.01 (b) has not installed a properly functioning meter and has not requested and/or received an extension for the use of construction water for the property beyond the end of the initial three-month term or any approved extension term.

8.04 Backflow Prevention – Construction Water:

- (a) A backflow prevention device shall be installed in accordance with the current CSA-B64 Series Standards on each and every temporary water service connection to private water service pipes.
- (b) The owner shall pay all costs associated with the supply, installation, replacement or repair, and testing of the backflow prevention device(s).
- (c) If the backflow prevention device is either missing or damaged, the Director of Public Works is authorized to immediately order the shut-off of the water supply to the property until such time that the backflow prevention device is either replaced or repaired.

8.05 Fire Hydrant Used for Construction Water:

- (a) If authorization in writing is granted by the City for the temporary use of a fire hydrant for the supply of construction water, a temporary hydrant meter, valve and backflow prevention device shall be installed on the hydrant.
- (b) The City shall supply, install and seal the temporary hydrant meter, valve and backflow prevention device.
- (c) The owner and/or contractor shall pay the temporary hydrant meter fee as established in the Consolidated Fees By-Law prior to the installation of the temporary hydrant meter. This fee includes supply and install of the temporary hydrant meter, valve and backflow prevention device.
- (d) The owner and/or contractor shall pay for all water supplied from the fire hydrant as per Schedule "A" of this By-Law.
- (e) The owner and/or contractor shall protect the temporary hydrant meter, backflow prevention device and fire hydrant from freezing or any other damage, at all times, to the satisfaction of the City.
- (f) If any loss or damage occurs to the temporary hydrant meter, backflow prevention device, valve or fire hydrant the owner shall immediately notify the City and shall pay all costs associated with the replacement

or repair of the temporary hydrant meter, backflow prevention device or fire hydrant.

Section 9.00: Meter By-pass

- 9.01 No pipe connection shall be made to a water service pipe other than after the outlet side of the water meter, except where a by-pass around the meter has been approved in writing by the City.
- 9.02 An approved water meter by-pass shall be equipped with a shut-off valve that upon notification of its installation by the owner shall be sealed in the closed position by the City.
- 9.03 A properly installed by-pass, including sealed valve around the water meter shall be provided at the expense of the owner or occupier of the premises on which the water meter is located when required by the City.
- 9.04 No person shall break the City's seal on a by-pass valve, without the expressed authorization of the City.
- 9.05 If the owner or occupier fails or refuses to supply the by-pass pipe or valve(s) to the satisfaction of the City, the Director of Public Works has the authority to order the owner or occupier:
- (a) To supply and install a new or replacement water meter by-pass pipe or valve(s);
 - (b) To remove any defective pipe or valve(s) and install new pipe or valve(s); and
 - (c) To repair and maintain the water meter by-pass pipe or valve(s), to the satisfaction of the City, at the owner or occupier's expense
- 9.06 An owner or occupier shall comply with a Director's order made under subsection 9.05 within seven (7) calendar days from issuance of the order.
- 9.07 If an owner or occupier fails to comply with a Director's order made under subsection 9.05 within the time required, the Director may undertake the work, at the owner's or occupier's expense, in accordance with Section 27.00 of this By-Law.
- 9.08 **Water Meter Chamber:** Where a meter chamber is required as determined by the City, the meter chamber shall be provided with a readily accessible remote reader in accordance with the City's current Guidelines.

Section 10.00: All Water Metered

10.01 Provision for Water Meter:

- (a) An owner of a property shall ensure that provision is made in the piping system of all existing, new and renovated buildings for the installation of a water meter of the same diameter as the private water service pipe in accordance with the City Guidelines.

- (b) A water meter shall be located at the point at which water service pipes enter the building unless directed by the City in writing, that another location may be used.
- (c) If a water meter cannot be located as stated in 10.01 (b) and determined by the City, it shall be equipped with a remote reader. The location of the remote reader shall be determined at the sole discretion of the City.
- (d) Additional, private meters or water meters required by this By-Law may only be installed by the owner at the discretion of the City.

10.02 **Notification by Owner:** Upon receipt of an approval from the Chief Building Official (CBO) for the installation of new plumbing or for all new or replacement private water service pipe installations, where a water meter is required to be installed under this By-Law, the owner shall immediately notify the Treasurer when the property is ready for the installation of the water meter.

10.03 **Water to be Metered:**

- (a) All water supplied by the City and consumed on the property shall pass through a meter owned by the City, save and except as stipulated in Section 3.00 and Section 8.00 of this By-Law, for use on the property unless the water in question is authorized by this By-Law to be used for fire protection, and shall be charged for at such rates as attached as Schedule "A", amended from time to time by Council.
- (b) Water meters shall be installed at a time determined by the City and shall be installed, maintained, repaired and disconnected by only employees or agents of the City.
- (c) Every water meter installed on a property shall be inspected and sealed by the City at or about the time of installation.
- (d) For water services not measured by a water meter, the Treasurer shall send a letter to the owner or occupier identifying a timeframe when a water meter will be installed.
- (e) If the property owner or occupier fails to contact the City to confirm the appointment, or to set an alternate date or time within ten (10) business days of the date of the letter, as referenced in subsection 10.03 (b), the Treasurer shall send a further letter by registered mail advising of the water meter installation date.
- (f) If the owner or occupier fails to respond to the letter referenced in subsection 10.03 (d), the Treasurer shall issue a final notice by registered mail stating that if the owner or occupier does not make suitable arrangements within five (5) business days for the installation of a water meter on the property, water services may be terminated with all costs for shut-off and turn-on to be added to the account in accordance with the Consolidated Fees By-Law. The Treasurer has the authority to issue an order under subsection 10.06 (b).
- (g) Water service discontinued as a result of action under subsection 10.03 (e) shall remain turned off until such time as a water meter has been installed and the provisions of this By-Law are complied with in full.
- (h) The water meter shall be prima facie evidence of the quantity of water supplied by the City.

- (i) In the event that a meter is found to not be registering, or is not registering correctly, the Treasurer has the authority to charge for consumption at the average rate for the previous year or, at a reasonable rate to be determined by the Treasurer.

10.04 Supply and Payment for Water Meters:

- (a) The City shall be the sole supplier of all water meters registering consumption of water supplied and billed by the City.
- (b) Strainers and connection fittings including water meter flanges to be attached to the water meter shall be provided by the City when required.
- (c) The City shall retain ownership of all water meters, strainers and connection fittings including the water meter flanges supplied by the City.
- (d) The owner or occupier shall pay the amounts specified in the Consolidated Fees By-Law for the water meter supplied by the City in accordance with subsection 10.04, at the time of Municipal Service Connections Application and/or Building Permit issuance, except where:
 - i. The property is a property to which the City supplies water meters as part of the automated meter reading program and replacement program; and
 - ii. The program exempts such fees and charges.
- (e) No water and sanitary sewer service connection shall be approved by the City until all amounts required to be paid under subsection 10.04 (d) have been received.

10.05 Supply of Water – New Installation:

- (a) No person shall turn on the water supply to a property other than authorized Kawartha Lakes Fire Services personnel or other authorized City personnel acting in the course of their duties or as an authorized agent or contractor of the City expressly acting within the scope of their work or services, until the City has inspected and sealed the water meter installed at the property.
- (b) In the event that water supply to a property has been turned on prior to the City's inspection and sealing of the water meter at the property, the City shall immediately, without notice, terminate the supply of water to the property.

10.06 Refusal to Install:

- (a) Under a universal metering program or automated meter reading program, no owner or occupier shall refuse or obstruct the City in the installation of:
 - i. A water meter and related items; and
 - ii. Automated meter reading equipment.
- (b) In the event that the owner or occupier refuses to allow the City to install a water meter and/or any related items and equipment as required, the Director of Public Works or Treasurer may issue an order to the owner to do so.

- (c) The owner or occupier shall comply with an order issued under subsection 10.06 (b) no later than seven (7) days after issuance.
- (d) If an owner or occupier fails to comply with an order under subsection 10.06 (b), the City may undertake the work at the owner's expense in accordance with subsection 27.04 (a).

10.07 Remote Readout Unit and Remote Readout Unit Wire:

- (a) For each water meter at a property, the City may provide each metered property with a remote readout unit(s) and a wire for each remote readout unit.
- (b) The City shall be the sole supplier of remote readout units and wires to each property.
- (c) Ownership of the remote readout unit(s) and wires shall remain with the City.
- (d) The owner or occupier of a property shall protect the remote readout unit and wire from damage.
- (e) The City shall inspect and connect the new wire or remote readout unit installation, and the owner of the property shall provide access to the City to do so.
- (f) If the wire or the metallic electrical conduit required becomes damaged, the City shall provide and install new wire and conduit at the owner's or occupier's sole expense, as per the Consolidated Fees By-Law.
- (g) If the remote readout unit becomes damaged, the owner or occupier of the property shall pay the full cost to the City for the City to supply and install a new remote readout unit, and any protective device, as specified in the Consolidated Fees By-Law.
- (h) An owner or occupier of the property shall ensure that the remote readout unit is easily accessible to the City, in a location approved by the City, at all times, and at no time shall access to it be obstructed or denied.

10.08 Bulk Water:

- (a) Water obtained from a City owned bulk water fill station shall be metered and bulk water consumption fees as per Schedule "A" to this By-Law shall be paid.
- (b) There shall be no mixing of pesticides or other chemicals deemed to be harmful to bulk potable water by the City on City owned property where there is a bulk water fill station.
- (c) It is the responsibility of the person obtaining water from the bulk water fill station to supply their own connections, hoses, containers, etc. that have been strictly used for potable water.

Section 11.00: Care and Operation of Meter

11.01 Owner's or Occupier's Responsibility:

- (a) The owner or occupier of the premises on which a water meter is to be located shall be responsible for:

- i. Paying the fee for the supply and installation of the water meter and remote reader in accordance with the Consolidated Fees By-Law;
 - ii. Protecting the water meter and remote reader from damage including freezing or destruction;
 - iii. Providing at all time easy access to the water meter and remote reader to the City for the purposes of meter reading, checking, repairing, installation and removal in accordance with subsection 12.02 of this By-Law;
 - iv. Paying the cost to repair or replace a damaged or stolen water meter or remote reader; and
 - v. Paying the cost to change the size of a water meter due to change in water use.
- (b) An owner or occupier shall be responsible for any and all water loss or water discharge that occurs and may be a result of, but not limited to: freezing, hot water, damage from any cause in a private water service pipe, private water system or private fire service main on that owner's property.
 - (c) Thawing of frozen water service pipes shall be the owner's or occupier's responsibility.
 - (d) Charges as a result of replacement of a damaged meter shall be added to a subsequent water/wastewater utility bill.
 - (e) An owner or occupier shall immediately notify the City of any breakage, stoppage or irregularity of performance issues related to the water meter.
 - (f) If a water meter is lost or damaged, the owner or occupier shall immediately notify the City. The City will undertake any repair or removal of a damaged water meter or the installation of a new water meter of a similar size and type or both, all at the expense of the owner or occupier.
 - (g) The City shall not be responsible for any damage to buildings or property in the course of, the installation, maintenance, repair or disconnection of any water meter, provided that the employees or agents of the City in the course of such installation, maintenance, repair or disconnection of any water meter, provided that the employees or agents of the City in the course of such installation, maintenance, repair or disconnection have taken reasonable care.
 - (h) In the case of a property subject to meter installation or replacement under a universal metering program or automated meter reading program, the City may install the water meter, conduit and wire for the remote readout unit and automated meter reading equipment.

11.02 **Relocation of Water Meter:** No person shall change or permit to be changed, the location of a water meter at a property following installation to the satisfaction of the City, without the prior written consent of the City.

Section 12.00: Water Meter Inspection

12.01 Water Meter Interference:

- (a) No person, except a person authorized by the City shall open, or in any way alter or tamper with any water meter or seal, or undertake any

action(s) that interfere with the proper registration of the quantity of water that passes through a water meter or ought to pass through a water meter.

- (b) No person shall connect or permit to be connected any pipe or other object to a private water service pipe upstream of a water meter or the by-pass pipe and valves.
- (c) If the City determines that a seal on a by-pass valve or a water meter has been tampered with or is broken, the City may chain or lock the by-pass valve in the closed position and may reseal the water meter at the owner's expense.
- (d) The seals placed upon the meters and by-pass valves shall only be broken by the City in the course of maintaining and operating the meter and the by-pass valves.
- (e) In the event that the seals are discovered to be broken, the City may cause an investigation to be made.

12.02 **Access:**

- (a) Every owner and occupier shall, at reasonable times and on reasonable notice, permit the City to have free, clear and unobstructed access to a property and to the location where a water meter is to be installed in or on a property or to permit the City to test, read, repair, maintain, alter, disconnect, remove, replace or install a water meter or seal a water meter that has been installed.
- (b) Notwithstanding the generality of subsection 12.02 (a), the location of a water meter shall be made accessible without the use of a portable ladder or the necessity of climbing over or removal of an obstacle.
- (c) When requested by the City, an owner or occupier, shall permanently remove any insulating or other material from, on or around a water meter to provide the City with full, unobstructed access to the water meter.
- (d) Any replacement of the material referenced in subsection 12.02 (c) shall be undertaken by the owner or occupier at the owner's or occupier's sole expense in accordance with applicable Guidelines for water meters and all applicable law, including but not limited to the *Occupational Health and Safety Act*.
- (e) As part of an inspection, the City shall at all times be permitted to take photographs, including digital images, of any water meter, private meter, by-pass pipe and valves, inlet and outlet valves, backflow prevention device, private water system, private water service pipe, private fire service main or water meter chamber.

12.03 Any owner or occupier who fails to report to the City that a meter has been installed, shall be back-charged to the date the occupancy permit was issued, for water consumption and wastewater use (where applicable) and include a fixed rate charged on a prorated basis, to be estimated at the discretion of the Treasurer.

Section 13.00: Meter Reading

13.01 Every owner and occupier shall, at reasonable times and on reasonable notice, permit the City to have free, clear and unobstructed access to that

person's property and to the location where a water meter is installed on that property to permit the City to read the water meter which has been installed.

Section 14.00: Meter Testing On Request of Owners/Occupiers

- 14.01 Any meter shall be removed and tested upon the written request of the owner or occupier to determine if the water meter is over-registering the amount of water consumed at the property.
- 14.02 If the water meter is found to register correctly, slowly or not to exceed three percent (3%) in favour of the City of the actual flow, the person requesting meter removal and testing shall pay the expense of removing and testing the meter.
- 14.03 The minimum charge for testing a meter shall be in accordance with the Consolidated Fees By-Law. If said meter test shows the meter to be registering incorrectly, no charge for testing shall be levied in accordance with the Consolidated Fees By-Law.
- 14.04 Charges incurred under subsection 14.03 shall be added, if required, to the subsequent water/wastewater utility bill.
- 14.05 If a meter, when tested, is found to register in excess of three percent (3%) of the actual flow in favour of the City, a refund shall be made to the owner or occupier in an amount equal to such excess percentage on the invoice for the one (only) quarterly period immediately prior to the testing of said meter.
- 14.06 The City may, at its sole discretion, make periodical inspections or tests of meters on the distribution system and reserves the right to substitute other meters for existing meters, owned by the City.

Section 15.00: Water for Fire Extinction

- 15.01 Where a fire line is provided, no water shall be taken from it except for fire protection purposes and for testing and maintenance as required by the Fire Code.
- 15.02 Fire lines that are not supplied by a separate service shall be connected before the meter to ensure water consumed for fire purposes is not read by the meter. Any new installations will require a separate service for a fire line.
- 15.03 All equipment used for a fire protection system shall be provided with suitable valves and approved by the City. A building permit shall be obtained for any installation.
- 15.04 Stand pipes for fire protection shall be installed in accordance with the *Building Code Act*, with an appropriate Building Permit obtained.

- 15.05 The City may require a compound meter be installed at a property. The meter is to be purchased for the City, and shall be installed and maintained by the City.
- 15.06 All systems shall be approved and installed in accordance with the *Building Code Act*, with a building permit obtained.
- 15.07 The City may require the installation of a Backflow Prevention Device on a fire service line depending on site specific conditions in order to protect the drinking water system. Location of a Backflow Prevention Device will be dependent on potential risk of the property. A building permit shall be obtained for any installations.

Section 16.00: Fire Hydrants

- 16.01 All fire hydrants shall be used for the purpose of providing water for the suppression of fires and the maintenance of the municipal water system.
- 16.02 No person other than, authorized City personnel and Kawartha Lake Fire Services personnel, shall use fire hydrants owned and maintained by the City.
- 16.03 The design, location, installation, repair and maintenance of all fire hydrants within the City's jurisdiction shall be undertaken in accordance with current Guidelines.
- 16.04 The City shall have the authority, through the development process, to secure adequate municipal fire hydrants in accordance with the above-noted Guidelines.
- 16.05 No person or persons shall without lawful authority open or close any fire hydrant or valve, or obstruct the free access to any fire hydrant (i.e ensure a minimum of one meter clearance around the hydrant), curb stop chamber, pipe or valve by placing upon it any building material, rubbish, snow or other obstruction.
- 16.06 The City, at its sole discretion, has the authority to remove any obstruction, to operate fire hydrants or valves, or to repair water lines, and shall not be liable for damages that may result from the replacement or repair.
- 16.07 Private fire hydrants shall be maintained accessible at all times and in good operating condition by and at the expense of the owner.
- 16.08 Water from privately owned hydrants shall not be used for purposes other than fire-fighting and maintenance of water quality unless the purpose is specifically approved by the Director of Public Works .
- 16.09 Private hydrants shall be tested and maintained on an annual basis by a Licensed Operator, at the owner's expense and in accordance with the

Fire Code. Annual inspection/testing reports must be submitted to the City.

- 16.10 Where a fire flow test from a municipal fire hydrant is required by a property owner or occupier (i.e., for insurance requirements), and the property owner or occupier has hired a company to perform flow testing, the City shall be on-site during testing to operate fire hydrants and associated valves. A request must be made to the City seven (7) days prior to testing. The fee for this service is as noted in the Consolidated Fees By-Law.

Section 17.00: Water System Cross Connection Control and Backflow Prevention

17.01 Installation:

- (a) No owner or occupier shall connect, cause to be connected or allow to remain connected, any piping fixture, fitting, container or appliance, in a manner which under any circumstances, may allow water, wastewater or any harmful liquid, gas, vapour or other substance to enter the waterworks system.
- (b) Where, in the opinion of the City, there is a risk of contamination at a property, the owner or occupier of the property, upon issuance of an order from the Director of Public Works, shall install a backflow prevention device(s) approved by the City for the purpose of achieving premise isolation, regardless of any other protective device that may be installed on the private water system.
- (c) An owner or occupier of any Industrial, Commercial or Institutional buildings, which are deemed to present a moderate to severe hazard (as per Ontario Building Code, O. Reg. 332/12) and are connected to the City's waterworks shall be required to install in the building(s), a backflow prevention device as approved by the City to achieve premise isolation, at the owner or occupier's expense.
- (d) All backflow prevention devices required for premise isolation shall be selected, installed, replaced, maintained and tested by the owner in accordance with this By-Law, the *Building Code Act*, City policies and current CSA-B64 Series Standards.
- (e) Steam boilers or water heaters shall be fitted with a suitable check valve, in accordance with the *Building Code Act*, to prevent accident from collapse or damage, should the pressure in the watermain fail. The City shall not be liable for damages, which may result from pressure failure, no matter the cause of such failure.
- (f) The City, at its discretion may also require the owner or occupier to install zone or area protection as required by current CSA Standard B64 series within a plumbing system.
- (g) Owners or occupiers shall design, construct, install and maintain a premise isolation system for each water service connection and private fire service main so that the system is in compliance with all applicable law, including this By-Law, the *Building Code Act*, City policies and current CSA-B64 Series Standards.

- (h) Any owner, occupier or other person required to install a backflow prevention device shall obtain a building permit for each backflow prevention device to be installed.
- (i) Every owner or occupier required to install a backflow prevention device shall determine the proper device in accordance with CSA-B64 Series Standards and this By-Law, including any temporary backflow prevention device
- (j) Notwithstanding subsection 17.01 (i), where an owner or occupier is required to install a backflow prevention device under this By-Law, the City may direct the owner or occupier to install a specific type of backflow prevention device where the City determines that such specified device is necessary to prevent contamination of the waterworks.
- (k) Every owner or occupier required to install a backflow prevention device shall install the device downstream of the water meter and prior to any tapping, or where circumstances require, in an alternate location authorized by the City.
- (l) Every owner or occupier required to install a backflow prevention device shall ensure that it is in proper working order at all times and that all piping between the water meter and the backflow prevention device is clearly labeled “no connection permitted”.
- (m) A backflow prevention device, approved by the City, may be installed with a detector assembly, in lieu of a detector check valve on new systems, with the written approval of the City.
- (n) A water service installed on a premise for fire protection purposes shall be equipped with an approved double check valve or backflow preventer, approved by the City, and shall be maintained in good working order at all times.

17.02 **Inspection:**

- (a) The owner or occupier shall ensure that all backflow prevention devices (BPDs) are inspected and tested in accordance with all policies, guidelines, by-laws and/or standards, including but not limited to the City’s Cross Connection Control Program Policy and Directives.
- (b) If an owner or occupier fails to have a BPD tested, in accordance with subsections 17.02 (a), the City may notify the owner or occupier that the BPD shall be tested within ninety-six hours of the owner or occupier receiving that notice.
- (c) If an owner or occupier fails to have a BPD tested within ninety-six (96) hours when requested by the City, the City may shut off the water service until the BPD has been tested and approved pursuant to subsections 17.02 (a) of this Section.
- (d) If a condition is found to exist due to negligence, such as failure to have BPD inspected or tested or failure to maintain the backflow prevention device in good working condition, which in the opinion of the City is contrary to the aforesaid, the Director of Public Works may:
 - i. Shut off the service or services; or
 - ii. Issue an order to the owner or occupier to correct the fault at his or her sole expense within forty-eight (48) hours of receiving the order.

- (e) If the Director of Public Works determines that a contravention of subsection 17.01 (a) may exist at a property, the Director may immediately carry out an inspection and may issue an order or orders to the owner or occupier of the property or any other person who may be required to remedy the contravention.
- (f) Should the owner or occupier fail to comply with such order, the Director of Public Works shall proceed to administer penalties to the owner or occupier pursuant to subsection 25.01 of this By-Law. In the event that it is determined that this condition existed prior to this By-Law coming into effect, the owner or occupier shall remedy it as stated above.
- (g) If a test of a backflow prevention device reveals that the device is not in proper working condition, or is not in conformance with the Guidelines, the owner or occupier shall repair or replace the device within forty eight (48) hours of the performance of the test.

17.03 **Access:**

- (a) The City shall be allowed access, upon reasonable notice, to any premises that are connected to the waterworks system for the purpose of performing an inspection to locate possible cross connections.
- (b) Where access is not provided, a written notice by the City shall be issued allowing fourteen (14) days to provide access. If access is not provided within this time frame, the City may, at its sole discretion, discontinue the supply of water to the premises until such time as access is provided for such access to occur.
- (c) Every backflow prevention device shall be installed in a location that is readily accessible as determined by the City, for operational, renewal, servicing, and maintenance and inspection purposes.
- (d) The location of the backflow prevention device shall be accessible without the use of a portable ladder or the necessity of climbing over or removal of an obstacle.
- (e) The City may, at reasonable times or in the case of an emergency, at any time, enter a property for the purpose of inspecting or testing a private water service pipe, private water system, a private fire service main, a backflow prevention device.
- (f) Owners and occupiers shall remove any insulating or other material on or adjacent to the private water service pipe, private water system, private fire service main, backflow prevention device so that full access to that pipe, system or devices are available for the testing and inspection purposes.
- (g) All of the removal and any subsequent replacement carried out under subsection 17.03 (f) shall be performed by the owner or occupier at that owner or occupier's expense in accordance with all applicable law including but not limited to *Occupational Health and Safety Act* and its Regulations.
- (h) No person shall obstruct or permit or cause the obstruction of the access to a private water service pipe, private water system, or backflow prevention device, either permanently or temporarily.

17.04 **Surveys:**

- (a) The City may require the owner or occupier of an existing industrial, commercial, institutional building, structure or property or any other property, that has the potential to contaminate the waterworks system, to submit a cross connection survey, to the City, at the owner or occupier's expense. The survey shall be completed in accordance with City policies and directives.
- (b) If a cross connection survey is required, the owner or occupier shall submit it to the City by the date specified in the City's notification to the owner or occupier of its requirement.
- (c) Where the City has not specified a date by which the cross connection survey must be submitted in the notification to the owner or occupier of the requirement for a survey, the survey shall be submitted to the City within thirty (30) days of the survey being complete.
- (d) Owners or occupiers required to submit a cross connection survey to the City shall update those surveys and submit those updated surveys to the City at a frequency of not less than once every five (5) years from the date of the previous cross connection survey, unless otherwise required by the City for that premise based on the level of hazard determined by the survey, or within thirty (30) days of any increase in the level of hazard as defined under CSA – B64 Series Standards.
- (e) The survey shall be prepared and signed by a Qualified Person.

17.05 Removal:

- (a) No person shall remove or cause or permit to be removed a backflow prevention device after it has been installed unless that removal is:
 - i. Necessary to facilitate the repair of the device and that device is immediately replaced by a temporary device, until the time that the original device is satisfactorily repaired or replaced and tested; or
 - ii. For the purpose of immediately replacing the device with another device that meets or exceeds the requirements of this section; or
 - iii. Warranted due to alterations to the private water system which completely remove the risk of contamination for which the backflow prevention device was required, in which case:
- (b) The owner or occupier shall submit to the City a survey prepared and signed by a Qualified Person attesting to the fact that the device or devices are no longer required; and
- (c) The device shall not be removed until the City approves of the removal, which approval shall be made if the altered system no longer requires the device or devices in accordance with the standard and specifications and the CSA – B64 Series Standards; and
- (d) The cost of obtaining the necessary documentation under this subsection shall be the responsibility of the owner or occupier, or as otherwise authorized by the City.

Section 18.00: Right to Refuse Water Service

18.01 Delinquent Account:

- (a) No application shall be accepted by the City for the supply of water for any premises in respect of which water and/or wastewater rates, rents, or the price of service extension are owed to the City, until the account is paid.
- (b) The City has the right to turn off water supply and/or withhold from any person with a delinquent account with the City, regardless of the reason, until the amount owing is paid, whether such person resides on the premises where the water was used for which there are arrears, or on any other premises where water was supplied.
- (c) The City shall not be held liable for any damages that occur directly or indirectly as a result of a shut-off or turn-on of the water supply. It is the property owner and/or occupier's responsibility to ensure the internal plumbing and appliances are properly maintained at all times, and in the case of cold weather, that lines are drained to prevent damage due to freezing and thawing.

18.02 Water Shut-off Initiated by the City:

- (a) Except in cases of emergency, no person shall turn on or shut off or permit the turn-on or shut-off of the water supply to a property at the shut-off valve without the authorization of the City.
- (b) If the water supply to a property has been shut off by the City, no person shall turn-on or use the water supply or permit the water supply to be turned on or used without the prior written approval of the City.
- (c) The City may shut off the supply of water to a property if:
 - i. The charges, fees or rates imposed by this By-Law or any other By-Law or City By-Law providing for charges, fees or rates in relation to the treatment and supply of water or collection and treatment of wastewater are overdue; or
 - ii. A fine imposed under this By-Law remains unpaid after the time required for payment of the fine has expired; or
 - iii. The owner or occupier has failed to comply with an order of a Director or Treasurer made under this By-Law within the time required for same; or
 - iv. A leak or other fault is found on the private water service pipe or water service connection and is creating or is likely to create an emergency situation, including but not limited to injury to persons or damage to adjacent properties including those of the City, and the City may keep the supply of water to a property shut off until the time that the leak or fault is completely repaired; or
 - v. The City determines that an immediate threat of contamination to any part of the waterworks exists that may endanger public health or safety, for the purposes of preventing, limiting or containing any such threat of contamination; or
 - vi. An emergency or potential emergency exists and an owner or occupier has not provided to the City immediate free, clear and unobstructed access to the property, premises, private water service pipe, private water system, water meter and any backflow prevention device in accordance with this By-Law, until the time that free, clear and unobstructed access to the property, premises, private water service pipe, private water

system, water meter and any backflow prevention device is provided to the City.

- (d) In the event that water has been shut off for any reason provided in this By-Law or applicable laws, the City shall not be required to restore the supply of water to a property until all outstanding fines, charges, fees and rates in arrears in relation to the treatment and supply of water and collection and treatment of wastewater have been paid in full, or arrangements satisfactory to the Treasurer are made to pay all outstanding fines, charges, fees and rates in arrears, and all orders of the Director or Treasurer have been complied with.
- (e) With respect to any shut off or subsequent turn on of the water supply to a property under subsection 18.02 (c) or 18.02 (d), the owner or occupier shall pay to the City the amount specified in the Consolidated Fees By-Law, for water shut off or subsequent turn on.
- (f) The City shall, prior to the shut off of a water supply, provide reasonable notice of the shut-off to the owners and occupiers of the land or property by personal service or prepaid mail or by posting the notice on the land or property in a conspicuous place, except in those situations as identified under subsection 18.02 (c).
- (g) The City shall not be liable for damage or loss caused by the stoppage, interruption or reduction of the amount of water supplied to the land or property of any person as a result of an emergency or a breakdown, repair or extension of the waterworks if, in the circumstances, reasonable notice of the City's intention to stop, interrupt or reduce the supply of water is given or with no notice in the event of emergency shut-offs.

Section 19.00: Right to Suspend Supply

- 19.01 During normal maintenance and emergency conditions, the City shall provide as continuous and uninterrupted service as is practical.
- 19.02 Where shutting off portions of the system is deemed necessary by the City, warning of the shut off shall be given where it is practical or possible to reasonably do so. Where necessary, in the opinion of the City, the water may be shut off and kept off for as long as necessary, the City, its servants or agents shall not be held liable for any damage resulting there from, whether or not notice of the shut off was given.
- 19.03 The Director of Public Works has the authority to suspend the use of City owned bulk water fill stations during maintenance and/or emergency conditions.

Section 20.00: Responsibility of Owners and Occupiers

- 20.01 Where a new service has been installed or where the water has been turned off to an existing service, a request to activate the service must be received by the City a minimum of five (5) business days in advance of when the service is required and the request must be made by the property owner or occupier.

- 20.02 Every owner or occupier taking water shall, at their sole expense, keep their service pipe, private hydrant, other appurtenance and all plumbing fixtures connected within his premises, in good condition and sufficiently protected from frost, hot water, blows, and injuries from any or all other cause.
- 20.03 The City shall not be held responsible for any damage arising from the owner's or occupier's failure to comply with 20.02.
- 20.04 The owner or occupier's responsibility shall extend from the service box, at or near the street line limit, into the building.
- 20.05 If a condition is found to exist in subsection 20.02 of this by-law which, in the opinion of the City, results in the loss of water or may be jeopardizing the potability of the water supply, the City may either:
- (a) give notice to the owner or occupier to correct the fault, at the owner's or occupier's sole expense within a specified period, or
 - (b) shut off the water service or services until such time that corrective action, satisfactory to the City, has been taken by the owner or occupier at the owner's or occupier's sole expense.
- 20.06 When any property left vacant, unattended or without heat, where the water supply has not been shut off at the shut off valve by the City, and the property suffers damage to it and its contents from a leaking or burst water pipe, neither the owner nor occupier shall have a claim against the City.
- 20.07 When any property is left vacant, unattended or without heat, it is the owner's or occupier's responsibility to shut off the water supply from within the property and to properly drain the piping/private water service therein. Furthermore, it is the responsibility of the owner or occupier to contact the City to make the necessary arrangements to stop the supply of water to the property.
- 20.08 If the condition is found to exist after the owner or occupier has been notified, the City may, at its sole discretion, enter upon the lands where the service pipes are located, and by its officers, servants or agents effect repair at the owner's or occupier's sole expense.
- 20.09 If the said costs and charges are not paid on demand the City may collect them in the same manner as the water and wastewater rates.
- 20.10 The shut off valve installed upstream of the meter shall not be used by the owner or occupier.
- 20.11 Any person authorized by the City for the purpose of inspection, examination or effecting repairs of meters, fixtures and pipes of every kind used in connection with the supply of water to, or the use of water on such premises shall be allowed, at all reasonable times, and upon reasonable notice given and request made, access to all parts of any premises to which water is supplied, for the said purposes.

Section 21.00: Shut-off and Turn-on by Request

21.01 No person shall turn on or shut off the supply of water to a property at the shut-off valve without the prior written authorization of the City.

21.02 Water Shut Off:

- (a) An owner or occupier of a property shall notify the City no less than five (5) business days in advance of the date and time which the owner or occupier requires the City to temporarily or permanently shut off the water supply to a property at the shut-off valve.
- (b) The owner's or occupier's notification shall be in writing if the owner or occupier requires the water supply to the property to be shut off permanently.
- (c) In the event that the property is occupied by tenants, the owner shall also provide the tenants with notice of the water shut off at the same time as the owner notifies the City under subsection 21.02 (a) and 21.02 (b).
- (d) The owner or the occupier's representative shall attend at the property at the time of the appointment to ensure that the City has access to the property, the water meter and the shut off valve.
- (e) In the case of an emergency, as determined by the City, the advance notice requirements in subsection 21.02 do not apply, however; the owner or occupier shall provide the notice as soon as possible in the circumstances.

21.03 Water Turn On:

- (a) An owner or occupier of a property shall notify the City at least five (5) business days in advance of the date on which a supply of water to a property is to be turned on.
- (b) The owner or occupier shall make an appointment with the City so that the City may attend at the property and turn on the water supply.
- (c) The owner or occupier or the owner's representative shall attend at the property at the time of the appointment to ensure the City has access to the property, water meter and the shut off valve.
- (d) Except in the case of an emergency or maintenance being performed on the waterworks by the City, the owner or occupier shall be present at the property when the water is either shut off or turned on by the City.
- (e) The owner or occupier shall have no claim whatsoever against the City by reason of any shut-off's that produce plumbing leaks when water is turned on. It is the property owner's responsibility to ensure the internal plumbing and appliances are properly drained to prevent damage due to freezing and thawing.

Section 22.00: Water Conservation Measures

22.01 At the City's discretion, no owner or occupier shall be allowed to use in any manner whatsoever, the water supplied by the City upon streets, lawns, gardens, yards, or grounds of any description, except during those hours set by resolution, policy, or By-Law by the City.

- 22.02 The Director of Public Works shall give reasonable notice, in the circumstances, to the public of the implementation of water conservation measures, the date on which it is to take effect and the conditions of the water conservation measure.
- 22.03 Where the Director of Public Works has declared, lifted or downgraded water conservation measures in accordance with this By-Law, he or she shall cause notification to be made to the affected property owners by advertisement in various media outlets, including but not limited to local newspapers, other media, posting on the City's website, etc.
- 22.04 The City has the authority to implement water conservation measures when one or more of the following signs are observed and/or continue:
- (a) Well water levels are starting to drop below seasonal levels;
 - (b) Pump running times are longer than normal;
 - (c) Dry weather is predicted; and/or
 - (d) Water demand is higher than normal.
- 22.05 Where the Director of Public Works has declared that Phase One measures shall be implemented the following conditions apply:
- (a) A property with an odd-numbered municipal address shall water lawns, sports fields, grassy areas, trees, shrubs, gardens, flowers or other vegetation at that property on a day which is identified on the calendar with an odd number;
 - (b) A property with an even-numbered municipal address shall water lawns, sports fields, grassy areas, trees, shrubs, gardens, flowers or other vegetation at that property on a day which is identified on the calendar with an even number;
 - (c) Water of lawns, sports fields, grassy areas, trees, shrubs, gardens, flowers or other vegetation shall only be watered between the hours of:
 - i. Six o'clock (6:00 a.m.) in the morning and nine o'clock (9:00 a.m.) in the morning, or
 - ii. Seven o'clock (7:00 p.m.) in the evening and ten o'clock (10:00 p.m.) in the evening.
- 22.06 Where the Director of Public Works has declared that Phase Two measures shall be implemented the following conditions apply:
- (a) No persons shall water any lawns, sports fields, grassy areas, golf courses, trees, shrubs, gardens, flowers or other vegetation of any property;
 - (b) No washing of motor vehicles;
 - (c) No filling or topping up of any swimming pools, wading pools, hot tubs, garden ponds, and fountains and other outdoor water features; and
 - (d) No use of outdoor misting systems.
- 22.07 Notwithstanding subsection 22.05 and 22.06, the Director of Public Works may exempt the following from compliance of Phase One and Phase Two measures:
- (a) Municipal property (as governed by section 22.09)

- (b) The watering of flower beds, gardens, trees or shrubs on any property by hand;
- (c) Commercial facilities that rely on water for their operations (including but not limited to such uses as car washes, commercial garden centres and/or tree and plant nurseries);
- (d) Tee-off areas and putting greens on golf courses, newly sodded or seeded lawns, and newly planted trees, that have been in situ for thirty (30) days or less; and
- (e) The topping of swimming pools to maintain pumping/filtration capability and to comply with health and safety requirements.

22.08 In the event of any emergency, industrial and commercial operations may be required to cut back or to temporarily cease operations during the period required to address the emergency, if in the sole discretion of the City it is advisable to do so in order to ensure public safety in accordance with other applicable City By-Laws.

22.09 **Municipal Property:**

- (a) Where either Phase One or Phase Two measures have been implemented, the flower beds and shrubs on municipal property must be watered (by any method) at reduced levels, as determined by the Director of Public Works.
- (b) Where either Phase One or Phase Two measures have been implemented, sports fields on municipal property may be watered, on a case-by-case basis, as directed by the Director of Public Works.

Section 23:00: Fees, Charges, and Billing, and Responsibility for Payment

23.01 **Frontage and Connection Charges:**

- (a) Frontage charges shall be applied to all properties, including properties that are exempt from taxation, where a property fronts on a watermain and/or sanitary sewer main.
- (b) Frontage charges are calculated based upon the rates adopted by Council included in the Consolidated Fees By-Law.
- (c) Connection charges shall be paid as noted in the Consolidated Fees By-Law, prior to connection works commencing.

23.02 **Costs of Disconnection of Service Connection:**

- (a) In the event that an owner requests a disconnection of a service connection, the City shall determine:
 - i. The cost of providing that disconnection under the amounts specified in the Consolidated Fees By-Law, for that type of service disconnection, as may be established by the City from time to time; and
- (b) The property owner is responsible for all costs for the disconnection as required by the City including but not limited surface restoration, actual disconnection from main.

23.03 **Temporary Hydrant Water Meter Fees:**

- (a) If a person applies for a metered construction water service connection, either temporary or permanent, water shall be metered from the date water is first supplied to the property.
- (b) Water consumption registered on the water meter shall be billed in accordance with current City water rates.
- (c) No monthly construction water rate shall apply provided the water meter remains installed, undamaged, sealed and functioning properly.
- (d) Payment for all construction water shall be due immediately following use.
- (e) The City shall shut off the supply of water to the property if the fees and charges for the construction water are not paid in full when due.
- (f) The City shall not be obligated to turn the water on until the time that the construction water charges have been paid in full.

23.04 **Shut-off and Turn-on by Request Fees:** The owner or occupier shall pay to the City, for any shut off or turn on of the water supply to a property, the amount specified in the Consolidated Fees By-Law.

23.05 **Water and Wastewater Service Charges:**

- (a) A special meter reading charge as identified in the Consolidated Fees By-Law shall be charged to an individual service account when a reading is required for billing purposes at a time other than during the normal billing cycle.
- (b) A new account fee charge shall be charged to an individual service account at the time that the new account is commenced as per the Consolidated Fees By-Law.
- (c) A duplicate bill fee shall be charged as identified in the Consolidated Fees By-Law when a request has been made to provide the account holder with an additional copy of the bill.
- (d) Where an account holder has submitted a post-dated cheque for payment, and has requested the cheque be returned, a fee will be charged for the retrieval and return of the payment as identified in the Consolidated Fees By-Law.
- (e) Where an account holder has erroneously made an electronic payment to an account which is no longer in their name, the first transfer to the correct account will be done upon request at no charge, but when there are subsequent errors of the same nature made a fee will be charged for transferring the payment as identified in the Consolidated Fees By-Law.
- (f) An administration fee will be charged to accounts when the outstanding balance on the water/wastewater account is transferred to the municipal property tax account for the subject property for collection purposes.
- (g) Where a statement of activity on an account has been requested, a fee shall be charged as identified in the Consolidated Fees By-Law.
- (h) Where an invoice or notice is sent by registered mail a fee shall be charged and added to the service account as identified in the Consolidated Fees By-Law.
- (i) Where a duplicate receipt is requested for a service account, a fee will be charged for each year requested, as identified in the Consolidated Fees By-Law.

- (j) Where a payment has been returned to the City by a financial institution for any reason other than account holder deceased, a returned payment fee will be charged, as identified in the Consolidated Fees By-Law.
- (k) Where a notice is hand delivered to a property in a collection effort, a fee shall be charged and added to the service account as identified in the Consolidated Fees By-Law.
- (l) Where a utility certificate is requested to provide the financial status of an account, a fee will be charged for the certificate as outlined in the Consolidated Fees By-Law.
- (m) Where a final notice is required in respect of collection of delinquent accounts, a fee will be charged to the service account, as outlined in the Consolidated Fees By-Law.
- (n) Only one water meter per water service shall be supplied for billing purposes.
- (o) Where a service has been disconnected for failure to pay an outstanding amount or a provision of this By-law has not been complied with, a fee shall be charged, as identified in the Consolidated Fees By-Law.
- (p) Where a service has been disconnected as identified in 23.05 (o) and is to be reconnected a fee will be charged as set out in the Consolidated Fees By-Law.
- (q) The owner or occupier of each separately assessed parcel of land that is connected to a watermain and in which a water meter has been installed shall pay a consumption rate as set forth in Schedule "A" of this By-law. This charge shall commence upon the installation of the meter by the City at the property.
- (r) The owner or occupier of each separately assessed parcel of land that has been issued a water meter by the City shall pay a fixed rate charge for water as set forth in Schedule "A" of this By-Law, commencing upon installation of the meter by the City at the property.
- (s) The owner or occupier of each separately assessed parcel of land that fronts a watermain and is subject to the requirements of By-Law 2014-255 "Mandatory Connection By-Law" shall pay a fixed rate charge for water as set forth in Schedule "A" of this By-Law, commencing three (3) months following written notification of commencement of fees.
- (t) The owner or occupier of each separately assessed parcel of land that is connected to the sanitary sewer system shall pay a sewer consumption rate based upon water consumption shown through the water meter as set out in Schedule "A" of this By-Law.
- (u) The owner or occupier of each separately assessed parcel of land that has been issued a water meter by the City and will be connecting to the sanitary sewer system shall pay a fixed rate charge for sewer usage as set forth in Schedule "A" of this By-Law, commencing upon issuance of the meter by the City.
- (v) The owner or occupier of each separately assessed parcel of land that fronts a sanitary sewer main and is subject to the requirements of By-Law 2014-255 "Mandatory Connection By-Law" shall pay a fixed rate charge for sewer as set forth in Schedule "A" of this By-Law, commencing three (3) months following written notification of commencement of fees.

- (w) The owner or occupier of each separately assessed parcel of land that is connected to a watermain where a water meter has not been installed shall pay a calculated water flat rate as set out in Schedule "A" of this By-Law.
- (x) The owner or occupier of each separately assessed parcel of land that is connected to the sewer system, and where the water consumption is not measured through a water meter, shall pay a calculated sewer flat rate for sewer charges as set out in Schedule "A" of this By-Law.
- (y) The owner or occupier of each separately assessed parcel of land who receives sewage service but not receive water supply service from the City, shall pay a calculated sewer flat rate as set forth in Schedule "A" to this By-Law.
- (z) The rates set out in Schedule "A" of this By-Law are effective upon passage of this By-law and may be amended from time to time.
- (aa) Where customers are invoiced for more than one flat rate charge per unit, these charges are based upon historical calculations undertaken prior to amalgamation, and will continue until repealed.

23.06 Billing and Payment Requirements:

- (a) The City's Revenue and Taxation Division shall invoice residents on a quarterly basis, or at an alternate frequency as approved by Council, except where otherwise indicated in this By-Law.
- (b) Where necessary, quarterly invoices may be based upon estimates until the next reading may be obtained from the property.
- (c) In the case of payments received by mail, the date the payment is received shall be taken as the date of payment.
- (d) In the event the Treasurer determines that:
 - i. A meter is defective;
 - ii. A meter is not registering the correct amount of water used;
 - iii. The water meter reading has been incorrectly recorded;
 - iv. The person authorized to do so has been unable to obtain a water meter reading;
 - v. No water meter reading has been remitted to the City by the occupant or owner when requested to do so;
 - vi. A meter is unsealed or has an unsealed by-pass valve;
 - vii. A meter has not been installed; or
 - viii. The City implements an estimated reading program.

The Treasurer shall be entitled to estimate the water consumption at a property based on either the average consumption as shown by subsequent readings from a properly functioning meter accurately registering the water consumed at the property, or based on historical average consumption for the same or similar premises or use as shown by an accurately registering meter at such premises during a similar time period and invoice the owner or occupier accordingly for both water and wastewater use.
- (e) Under special circumstances where it is, in the opinion of the Director of Public Works, expedient to allow or direct an owner or occupier to run water continuously, the Director may authorize such usage and in such cases the City shall adjust the water invoice to conform to the owner or occupier's normal pattern of water usage. This does not include water usage under the Freeze Prevention Program.

- (f) The City has the right to estimate consumption based upon use and water service size during provision of unmetered temporary water service.
- (g) Partial payments on sewer and water accounts that are in arrears shall be applied in each instance to the arrears longest outstanding.
- (h) Notwithstanding any water that may be lost or not consumed at a property as a result of a break, malfunction or leak in a private water system, the owner or occupier shall be liable for the payment of all water fees in relation to any such water.
- (i) In the event that a property has more than one owner or occupier, each owner or occupier shall be jointly and severally liable for payment of the utility account.
- (j) Where a deposit of a tenant has been received by the City, it shall be considered a guarantee that the tenant will observe and obey the rules and regulations of this By-Law and will pay any amounts due to the City.
- (k) Where a tenant has been responsible for the payment of water and wastewater rates, upon vacating the premises, immediate notification shall be given by the owner to the City. Upon receipt of such notice, the meter will be read and the tenant deposit, where applicable, less the amount of the water and/or wastewater account, shall be returned by the City by mail to the tenant.
- (l) Where an amount remains owing on a tenant's account after the application of the deposit, and the final invoice remains unpaid for a period exceeding thirty (30) days, the property owner will be advised of the balance owing, and a request for payment will be made.
- (m) If the balance on a tenant's account remains outstanding for over sixty (60) days, the amount will be transferred to the property taxes for the property where the water and/or wastewater services were provided and collected in the same manner as taxes.
- (n) An administration fee will be added to the water and/or wastewater account prior to an outstanding amount being transferred to the municipal property taxes for the subject property, for collection as identified in the Consolidated Fees By-Law.
- (o) All water and wastewater rates and other charges shall be a lien and charge upon the land of the owner, whether consumed by the owner of the land, or a tenant of the land.

23.07 **Late Payment Charges:** All fees and charges, including water and wastewater service rates, which are in arrears, levied under this section and which are added to the water accounts, shall be subject to a late payment charge, as identified in the Consolidated Fees By-Law.

Section 24.00: High Water Bill Adjustment Appeals Committee

24.01 **High Water Bill Adjustment Appeals Committee:** A High Water Bill Adjustment Appeals Committee is established to hear and rule on appeals against High Water Bill Adjustment decisions.

24.02 **Authority:** The High Water Bill Adjustment Appeals Committee may recommend to Council approval of high water bill adjustments without prejudice or precedent to any other similar matter.

- 24.03 **Composition and Appointment:** The High Water Bill Adjustment Appeals Committee shall be comprised of three members of Council appointment by Council.
- 24.04 **Term:** The Term of the Appointment of the High Water Bill Adjustment Appeals Committee shall be the same as the term of Council.
- 24.05 **Administration:** The High Water Bill Adjustment Appeals Committee shall ensure that a member of City staff is assigned the role of secretary to the Committee with duties and obligations required in accordance with the Municipal Act.
- 24.06 **Governance:** The High Water Bill Adjustment Committee shall be governed by the City's Procedural Water and Wastewater By-Law as amended from time to time by Council.

Section 25.00: General Provisions

25.01 Access:

- (a) No person shall deny access to the City to a property for any purpose as provided for in this By-Law.
- (b) No person shall deny access to the City to a property where that person has been given reasonable notice by the City, as the case may be, of the intent to exercise a power of entry in accordance with the *Municipal Act, 2001*.
- (c) The City may, in accordance with the requirements of this By-Law, enter upon a property to which water is supplied and wastewater collected by the City:
 - i. To inspect, repair, alter or disconnect the service pipes or wire, machinery, equipment and other works used to supply water and collect wastewater;
 - ii. To read, inspect, install, repair, replace, maintain or alter a water meter;
 - iii. To inspect a backflow prevention device;
 - iv. To determine whether water has been, or is being, unlawfully used; or
 - v. To shut off or reduce the supply of water.
- (d) If an owner or occupier discontinues the use of water at a property or the City lawfully decides to cease supplying water to land or property, the City may enter on the land or property:
 - vi. To shut off the supply of water;
 - vii. To remove any property of the City from the property; or
 - viii. To determine whether water has been, or is being unlawfully used.
- (e) The powers of entry of the City are subject to section 435 to 439, inclusive, of the *Municipal Act, 2001*.

25.02 Inspection:

- (a) Notwithstanding any other provision in this By-Law, an employee, officer or agent of the municipality may enter on a property at any reasonable time for the purpose of carrying out an inspection to

determine compliance with this By-Law or an order or direction issued in accordance with this By-Law.

- (b) For the purposes of any inspection, the City may:
- i. Require the production for inspection of documents or things relevant to the inspection;
 - ii. Inspect and remove documents or things relevant to the inspection for the purpose of making copies or extracts;
 - iii. Require information from any person concerning a matter related to the inspection; and
 - iv. Alone or in conjunction with a person possessing special or expert knowledge, make examinations or take tests, samples or photographs necessary for the purposes of the inspection.
- (c) No person shall fail or refuse to comply with a request by the City to produce for inspection any document or thing or information relevant to the inspection carried out by the City in accordance with Section 25.02.

25.03 The City may enter upon lands for the purposes of an inspection and the other activities set out in subsection 25.02 (a) or (b) under an order issued under section 438 of the *Municipal Act, 2001*.

- (a) Where a provincial court judge or justice of the peace has issued an order authorizing the City to enter on a property for the purpose of carrying out an inspection for the purposes and to exercise the powers set out in this section, no person, when requested to do so by the respective Director, shall neglect or refuse to produce or deliver any information or documents or things required by this By-Law.

25.04 **Obstruction:**

- (a) No person shall represent or cause to be represented that he or she is an owner or occupier of a property if he or she is not.
- (b) No person shall prevent, hinder, obstruct or interfere, or attempt to prevent, hinder, obstruct or interfere, in any manner, the Director(s) or Treasurer or their respective designate or any City personnel, agents or contractors in the exercise of an activity, power or performance of a duty under this By-Law or the administration or enforcement of this By-Law.
- (c) The activities of the Director(s) or Treasurer or their respective designate or any City personnel, agents or contractors referred to in subsection 25.04 (b) may include, without limitation, the following:
- i. Entering in or upon, at any reasonable time without a warrant, any land, property or premises, except premises being used as a dwelling house in which case reasonable notice shall be provided under this By-Law and the *Municipal Act, 2001*; or
 - ii. Making such tests or taking such samples as the City deems necessary; or
 - iii. Inspecting or observing any plant, machinery, equipment, work activity or documents; or
 - iv. Reading, repairing, maintaining, altering, disconnecting, removing, replacing, installing or sealing a water meter, remote

readout unit, backflow prevention device or any related item or any or all of the foregoing.

25.05 Protection from Damage:

- (a) No person shall uncover, make any connection with, or opening into, break, alter, remove, damage, destroy, deface or tamper or cause or permit the breaking, removal, damaging, destroying, defacing or tampering with:
 - i. Any part of the water and/or sewage works; or any seal placed thereon, or attached thereto, or
 - ii. Any permanent or temporary device installed in or on the water and/or sewage works for the purposes of flow measuring, sampling, testing, contamination prevention or other purpose that the City may deem necessary for the administration of this By-Law or the operation or maintenance of the water and/or sewage works.

25.06 Damage to the Waterworks: any owner or person receiving water from the waterworks shall be responsible for ensuring that any action taken by that owner or person conforms at all times to the provisions of this By-Law and that owner or person shall be liable for any damage or expense arising out of their failure to properly protect the waterworks or to properly protect water from contamination or any other damage including the cost of investigation, disinfection, repairing or replacing any part of any waterworks damaged or water contaminated thereby.

25.07 Damage to the Sewage Works: any owner or person conveying wastewater to the sewage works shall be responsible for ensuring that any action taken by that owner or person conforms at all times to the provisions of this By-Law and By-law 2016-006 "Establish Management and Use of Sewer Works", as amended, and that owner or person shall be liable for any damage or expense arising out of their failure to properly protect the sewage works.

25.08 Unauthorized Entry to Water and Sewage Works: Unless specifically authorized by the Director, no person shall enter into any chamber, structure, building or property associated with the water and/or sewage works.

25.09 Offences:

- (a) Every person who contravenes any provision of this By-Law, and every director or officer of a corporation, who knowingly concurs in a contravention by the corporation of any provision of this By-Law is guilty of an offence.
- (b) Any fine imposed under Section 26.00 shall be payable in addition to any fees and charges payable under this By-Law.
- (c) Every person who:
 - i. Willfully hinders or interrupts, or causes or procures to hinder or interrupt the City, or any of its officers, agents or servants, in the exercise of any of the powers conferred by this By-Law; or

- ii. Willfully or negligently lets off or discharges water so that it runs waste or uselessly out of the waterworks system; or
- iii. Every person found operating or tampering with a shut-off valve in any way may be prosecuted as provided for by this By-Law.
- iv. Without lawful authority willfully opens or closes any hydrant, or obstructs the free access to any hydrant, shutoff valve, chamber, pipe, or hydrant chamber, by placing on it any building material rubbish, or other obstruction; or
- v. Throws or deposits any injurious, or offensive matter into the water or waterworks, or upon ice, if the water is frozen, or in any way fouls the water or commits any willful damage or injury to the waterworks, pipes or water, or encourages the same to be done; or
- vi. Willfully alters any meter placed upon any service pipe or connection therewith, within or upon any building or other place, so as to lessen or alter the amount of water registered; or
- vii. Lays, or causes to be laid, any pipe or main to communicate with any pipe or main of the waterworks, or in any ways obtains or uses the water without the consent of the City; or
- viii. Being a tenant, occupier or inmate of any house, building or other place supplied with water from the waterworks; improperly wastes the water or without the consent of the City, lends, sells or disposes of the water, gives away, or permits it to be taken or carried away, used or applied to the use or benefit of another, or to any use and benefit other than his own or increases the supply of the water agreed for;

Is guilty of an offense, under this By-Law.

- (d) Every owner or occupier who willfully or knowingly impairs or alters a meter, or knowingly causes the same to be altered or impaired, so that the meter indicates less than the amount of water through it, shall be liable to pay the City double the value of the water indicated as having passed through the meter and in cases of non-payment of such expenses and charges, the water supply may be shut off by the City and not turned on again until all such expenses and charges are paid in full to the City and this, without prejudice, to the right of the City to bring action against such person to recover such expenses and charges in any court having competent jurisdiction.
- (e) This By-Law may be enforced by Municipal Law Enforcement Officer, the Treasurer, the Director of Public Works and the Director Engineering and Corporate Assets.

Section 26.00: Enforcement, Offence and Penalties

- 26.01 **Enforcement:** This by-law may be enforced by every municipal law enforcement officer and police officer or any person appointed by Council.
- 26.02 **Offence and Penalty:** It is an offence for a person to contravene any provision of this by-law, and every person who contravenes this by-law is guilty of an offence and, on conviction, is liable to a fine in accordance with the provisions of the Provincial Offences Act, R.S.O. 1990, Chapter P.33, as amended and to any other applicable penalty.

- 26.03 **Offences:** Any person who contravenes any provision of this by-law is guilty of an offence, and upon conviction, is liable to a maximum fine of not more than \$100,000.00, as provided for by Section 429 of the Municipal Act, 2001, S.O.2001, c.25 as amended.
- 26.04 **Corporation:** A director or officer of a corporation who knowingly concurs in the violation or contravention by the corporation of any provision of this by-law is guilty of an offence and upon conviction, is liable to a maximum fine of not more than \$100,000.00, as provided for by Section 429 of the Municipal Act, 2001, S.O.2001, c.25, as amended.
- 26.05 **Multiple Offences:** The conviction of a person for the contravention or breach of any provision of this by-law shall not operate as a bar to the prosecution against the same person for any subsequent or continued breach or contravention of any provision of this by-law. Each day that the offence continues shall be deemed a separate and distinct offence.

Section 27.00: General Enforcement Powers

- 27.01 **Restraining Order:** If this By-Law is contravened, in addition to any other remedy or penalty imposed by this By-Law, the contravention may be restrained by application by the City under the provisions of section 440 of the *Municipal Act, 2001*.

27.02 **Order to Discontinue Activity:**

- (a) Under the provisions of section 444 of the *Municipal Act, 2001*, the Director(s) or Treasurer may order any person who has contravened this By-Law or who has caused or permitted the contravention of this By-Law or the owner or occupier of the property on which the contravention occurred to discontinue the contravening activity.
- (b) Any person who contravenes an order under subsection 27.03 (a) is guilty of an offence.

27.03 **Work Order:**

- (a) Under the provisions of section 445 of the *Municipal Act, 2001*, the Director(s) or Treasurer may order any person who has contravened this By-Law or who has caused or permitted the contravention of this By-Law or the owner or occupier of the property on which the contravention occurred to do work to correct the contravention.
- (b) Any person who contravenes an order under subsection 27.03 (a) is guilty of an offence.

27.04 **Remedial Action:**

- (a) In accordance with section 446 of the *Municipal Act, 2001*, where any matter or thing is required to be done under this By-Law, in default of it being done by the person directed or required to do so, that matter or thing may be done by the City which shall be at that person's expense and the City may recover the costs incurred for doing such matter or thing from the person directed or required to do it by adding the costs

to the tax roll and collecting them in the same manner as municipal property taxes.

- (b) For the purposes of subsection 27.04 (a), the Director(s) or Treasurer may enter upon the subject property at any reasonable time.

27.05 **Document Retention:** The owner shall retain any document to be produced for inspection or approval or retained under this By-Law by an owner of a property for a period of seven (7) years.

27.06 **Notice:**

- (a) Where an order is issued by the Director(s) or Treasurer, the person to whom the order is made shall be deemed to have received the order on the date it is posted in a conspicuous place at the subject property or delivered in person or three days after being posted by first class prepaid mail to the person at the last known address provided to the Director(s) or Treasurer, or where no address for the person has been provided, by first class prepaid mail to the address for the person identified on the tax rolls.
- (b) The manner of delivery, set out in subsection 27.06 (a), shall be in the discretion of the Director(s).

Section 28.00: Contact Information

28.01 For administering or enforcing the requirements under this By-Law or any other applicable By-Law or By-Law of the City, the City may require an owner of a property provided with a service connection or equipped with a water meter, or an owner of a property where a water meter is to be installed, to provide them with:

- (a) That owner's full name, mailing address and telephone number;
- (b) The full name, mailing address and telephone number of any occupiers of the property; and
- (c) The full name, mailing address and telephone number of a person authorized by the owner to provide the City with access to the water meter or the location where a water meter is to be installed.

28.02 Every owner shall provide the Treasurer with a current contact name and telephone number within twenty-eight (28) days of a change in ownership or occupancy of a property.

Section 28.00: Administration and Effective Date

28.01 **Administration of the By-law:** The Director of Public Works, Director of Engineering and Corporate Assets and Treasurer is responsible for the administration of this by-law.

28.02 The Treasurer's authority in relation to this By-law is delegated to the Manager of Revenue and Taxation.

28.03 The Director of Public Works' authority in relation to this By-law is delegated to the Manager of Environmental Services and/or the Supervisor of Water and Wastewater Operations.

28.04 **Effective Date:** This By-law shall come into force on the date it is finally passed.

By-law read a first, second and third time, and finally passed, this 30th day of January, 2018.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

Schedule “A” - Water and Sewer Rates

2018 Water Rates

Calculated Annual Flat Rate \$832.86/annum invoiced quarterly
(based on an average consumptive usage of 178 m³ and including Water Fixed Rate)

All Metered Water System Users Fixed Rate plus Consumption listed below:

Fixed Rate

Meter Size	Monthly Charge
5/8 – 3/4”	\$29.10
1”	\$37.86
1.5”	\$48.69
2”	\$78.43
3”	\$297.48
4”	\$378.61
6”	\$567.89
8”	\$784.23

Consumption Rate

Per Cubic Meter \$2.71720

Per Cubic Foot \$0.07694

Bulk Water Fees

Phased in bulk water rates, with annual approved consumption rate plus annual percentage

	2018	2019	2020
Per Cubic Meter	\$3.26064 (20% increase over Consumption Rate)	Consumption Rate + 30%	Consumption Rate + 40%

2018 Sewer Rates

Calculated Annual Flat Rate \$591.55/annum invoiced quarterly
(based on an average consumptive
usage of 178 m³ including Sewer Fixed
Rate)

All Metered Sewer System Users Fixed Rate plus Consumption listed
below:

Fixed Rate

Meter Size	Monthly Charge
5/8 – 3/4"	\$27.63
1"	\$36.65
1.5"	\$48.52
2"	\$78.15
3"	\$296.42
4"	\$377.27
6"	\$566.36
8"	\$781.43

Consumption Rate

Per Cubic Meter \$1.4606
Per Cubic Foot \$0.0414

Schedule “B” – Rates/Fees for Septage Disposal as per “A By-Law to Govern Septage Disposal at City of Kawartha Lakes Sewage Works

Standard Septage Waste

	2015	2016	2017	2018	2019
Rate per 1000 gal	\$49.76	\$55.03	\$60.85	\$67.29	\$74.41
Rate per m ³	\$10.94	\$12.09	\$13.37	\$14.79	\$16.35

Holding Tank Waste

	2015	2016	2017	2018	2019
Rate per 1000 gal	\$20.66	\$28.47	\$39.21	\$54.02	\$74.41
Rate per m ³	\$4.54	\$6.26	\$8.62	\$11.87	\$16.35

Abattoir Waste

	2015	2016	2017	2018	2019
Rate per 1000 gal	\$20.66	\$28.47	\$39.21	\$54.02	\$74.41
Rate per m ³	\$4.54	\$6.26	\$8.62	\$11.87	\$16.35

Leachate

	2015	2016	2017	2018	2019
Rate per 1000 gal	\$6.31	\$6.46	\$6.62	\$6.79	\$6.96
Rate per m ³	\$1.39	\$1.42	\$1.46	\$1.49	\$1.53

- **Registration Fee of \$50.00 for all owners/haulers.**
- **Administration Fee for Septage Hauled from Outside Municipal Boundaries – Flat rate of \$7.00 per tonne.**
- **Environmental Compliance Charge – Flat rate of \$100 per load for Abattoir Waste.**

The Corporation of the City of Kawartha Lakes

By-Law 2018-____

A By-law to Authorize the Financing of Capital Projects by Debenture with the Royal Bank

Recitals

1. The *Municipal Act, 2001*, S.O. 2001, c.25, Part XIII, Section 401(I) authorizes that a municipal corporation may incur debt for the purpose of the municipality.
2. The Council authorized capital projects in 2007 and prior years with debenture financing approved in the budget. By-law 2007-287 confirmed a debenture of \$3,744,825.06 with the Royal Bank for a 10 year term with a 20 year amortization.
3. The term of the debenture has matured and now requires a renewal of a ten year term to complete the approved 20 year amortization for the balance of the debenture in the amount of \$2,327,929.07

Accordingly, the Council of The Corporation of The City of Kawartha Lakes enacts this By-law 2018-____.

Section 1.00: Definitions and Interpretation

1.01 **Definitions:** In this by-law,

“**City**”, “**City of Kawartha Lakes**” or “**Kawartha Lakes**” means The Corporation of the City of Kawartha Lakes and includes its entire geographic area.

“**City Clerk**” means the person appointed by Council to carry out the duties of the clerk described in section 228 of the *Municipal Act, 2001*;

“**Council**” or “**City Council**” means the municipal council for the City.

“**Mayor**” means the head of Council.

1.02 **Interpretation Rules:**

(a) The Schedules attached to this by-law form part of the by-law, and are enforceable as such.

(b) The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.

1.03 **Statutes:** References to laws in this by-law are meant to refer to the statutes, as amended from time to time, that are applicable within the Province of Ontario.

- 1.04 **Severability**: If a court or tribunal of competent jurisdiction declares any portion of this by-law to be illegal or unenforceable, that portion of this by-law shall be considered to be severed from the balance of the by-law, which shall continue to operate in full force and effect.

Section 2.00: Debt Confirmation

- 2.01 The capital projects as detailed in Schedule A as authorized in 2006 and prior year capital budgets be completed and the remaining amount of \$2,327,929.07 be financed in order to do so.
- 2.02 Financing for the total amount of \$2,327,929.07 with the Royal Bank of Canada is approved. Interest rate for this debenture shall be a maximum of 3.01% over a ten year term with (blended) principal and interest payments made monthly.

Section 3.00: Administration and Effective Date

- 3.01 **Administration of the By-law**: The City Treasurer is responsible for the administration of this by-law.

By-law read a first, second and third time and finally passed, this 30th day of January, 2018.

Andy Letham, Mayor

Cathie Ritchie, City Clerk



By-law 2007-287.pdf

The Corporation of The City of Kawartha Lakes

BY-LAW NO. 2007-287

BEING a By-Law of The Corporation of the City of Kawartha Lakes to authorize the financing of capital projects as detailed in Schedule A.


WHEREAS the Municipal Act, 2001, Part XIII, Section 401(I) authorizes that a municipal corporation may incur debt for the purpose of the municipality;

AND WHEREAS the Council authorized the capital projects as detailed in Schedule A in the 2007 and prior year budgets and financing be obtained to perform these repairs;

THEREFORE the Council of The Corporation of The City of Kawartha Lakes enacts as follows:

- 1) That capital projects as detailed in Schedule A as authorized in the 2007 and prior year budgets be completed and the amount of \$5,342,306.05 be financed in order to do so.
- 2) Financing for the total amount of \$5,342,306.05 with the Royal Bank of Canada is hereby approved. Interest rate for this debenture shall be a maximum of 5.08% with \$1,597,480.99 over a ten year term and \$3,744,825.06 over a twenty year term with (blended) principal and interest payments made monthly.

READ a first, second and third time and passed in Open Council this 27th day of November 2007.


Ric McGee, Mayor


Judy Currins, Clerk

SCHEDULE A
CAPITAL PROJECTS TO BE DEBENTURED

		Royal Bank Debenture Request
C0138	OCWA Sewer	(12,704.69)
C0144	Bobcaygeon WPCP Upgrade per Prov Order	(769,391.45)
C0148	Caroline Watermain	(8,430.30)
C0151	Lindsay WTP - Clearwell Extension	(85,094.34)
C0158	Southview Water System Upgrade	(504.62)
C0161	Springdale Gardens (Ops) Water System Study	(36,116.52)
C0162	Woodville Water System (relocate supply source)	(79,503.82)
C0172	Henry St. Elevated Water Tank Study	(222,474.55)
C0173	OCWA Water Capital - Locations to be determined	(185,807.91)
C0206	Norland Line Replacement	(33,870.26)
C0207	System Improvements - Locations to be Determined	(156,316.57)
C0249	Reconstruct Kent St. E,W and S	(222,429.27)
C0263	Birch Point Water Distribution System Replacement	(3,912.92)
C0265	Sonya Water	(600,000.00)
C0266	Sturgeon Point Decommissioning	(4,177.90)
C0417	Fenelon Falls Ext on Wychwood Crescent	(19,012.75)
C0577	Bobcaygeon/Verulam Sewers	(27,792.85)
C0877	Angeline St. S - Road 4	(26,608.40)
G0881	SCADA Network	(725,758.13)
C0883	Lindsay WPCP Upgrade	(22,764.17)
C0885	Kinmount Water System	(35,027.85)
C0886	Mariposa - Pleasant Point, Cdn Shores	(133,674.65)
C0887	Norland Water System	(7,295.77)
C0889	Omeme Water Supply upgrade	(11,681.31)
C0890	Manvers upgrades	(5,665.85)
C0957	Mariposa South Landfill	(124,339.15)
C0958	Lindsay Ops Landfill Development	(695,448.64)
C1099	Lindsay Ops Landfill Site # 2	(19,270.34)
C1105	Lindsay Ops Landfill Final Design and Construction	(5,806.24)
WM001	Lindsay Ops Landfill Capping	(461,861.62)
WW0602	Omeme Design and Construction	(49,675.09)
WW0606	Woodville Well and Rehab	(36,694.59)
WW0610	Omeme Water System	(66,889.01)
WW0612	Mary St-Adelaide to Albert	(146,015.89)
ES0609	Fenelon Pumper Truck	(290,755.00)
C1039	Lindsay Water System 2000 carry over	535,466.37
	Full Payment of Fenelon Falls Water and Sewer Debt - Bylaw 97-15	(545,000.00)
		<u>(5,342,306.05)</u>

The Corporation of the City of Kawartha Lakes

By-Law 2018-____

A By-law to Establish a Parcel of Land Legally Described as William Street on Plan 333 (aka Stanley Road) Designated as Part 2 on Reference Plan 57R-8983, in the Geographic Township of Eldon, City of Kawartha Lakes, Being PIN: 63171-0470 (LT) as Part of Stanley Road

Recitals

1. Section 31 of the *Municipal Act, 2001* authorizes Council to establish a highway by by-law.
2. The acquisition of William Street on Plan 333 (aka Stanley Road) designated as Part 2 on Plan 57R-8983, in the Geographic Township of Eldon, City of Kawartha Lakes, being PIN: 63171-0470 (LT), was approved by City Council on the 27th day of November, 2012 by CR2012-1346.
3. The transfer/deed of land conveying the subject lands to the Corporation of the City of Kawartha Lakes for road purposes was registered on December 18, 2017 as KL135275.
4. A map of the Subject Land can be found at Schedule "A".

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2018-____.

Section 1.00: Definitions and Interpretation

1.01 Definitions: In this by-law,

"City", "City of Kawartha Lakes" or "Kawartha Lakes" means The Corporation of the City of Kawartha Lakes and includes its entire geographic area;

"City Clerk" means the person appointed by Council to carry out the duties of the clerk described in section 228 of the *Municipal Act, 2001*;

"Council" or "City Council" means the municipal council for the City;

"Director of Engineering and Corporate Assets" means the person who holds that position and his or her delegate(s) or, in the event of organizational changes, another person designated by Council.

1.02 Interpretation Rules:

- (a) The Schedules attached to this by-law form part of the by-law, and are enforceable as such.

- (b) The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.

- 1.03 **Statutes**: References to laws in this by-law are meant to refer to the statutes, as amended from time to time, which are applicable within the Province of Ontario.
- 1.04 **Severability**: If a court or tribunal of competent jurisdiction declares any portion of this by-law to be illegal or unenforceable, that portion of this by-law shall be considered to be severed from the balance of the by-law, which shall continue to operate in full force and effect.

Section 2.00: Highway Assumption

- 2.01 **Assumption**: The parcel of land acquired for highway purposes, more particularly described as William Street on Plan 333 (aka Stanley Road) Designated as Part 2 on Reference Plan 57R-8983, being PIN: 63171-0470 (LT), is hereby established as a public highway and part of Stanley Road, in the Geographic Township of Eldon, City of Kawartha Lakes.

Section 3.00: Effective Date

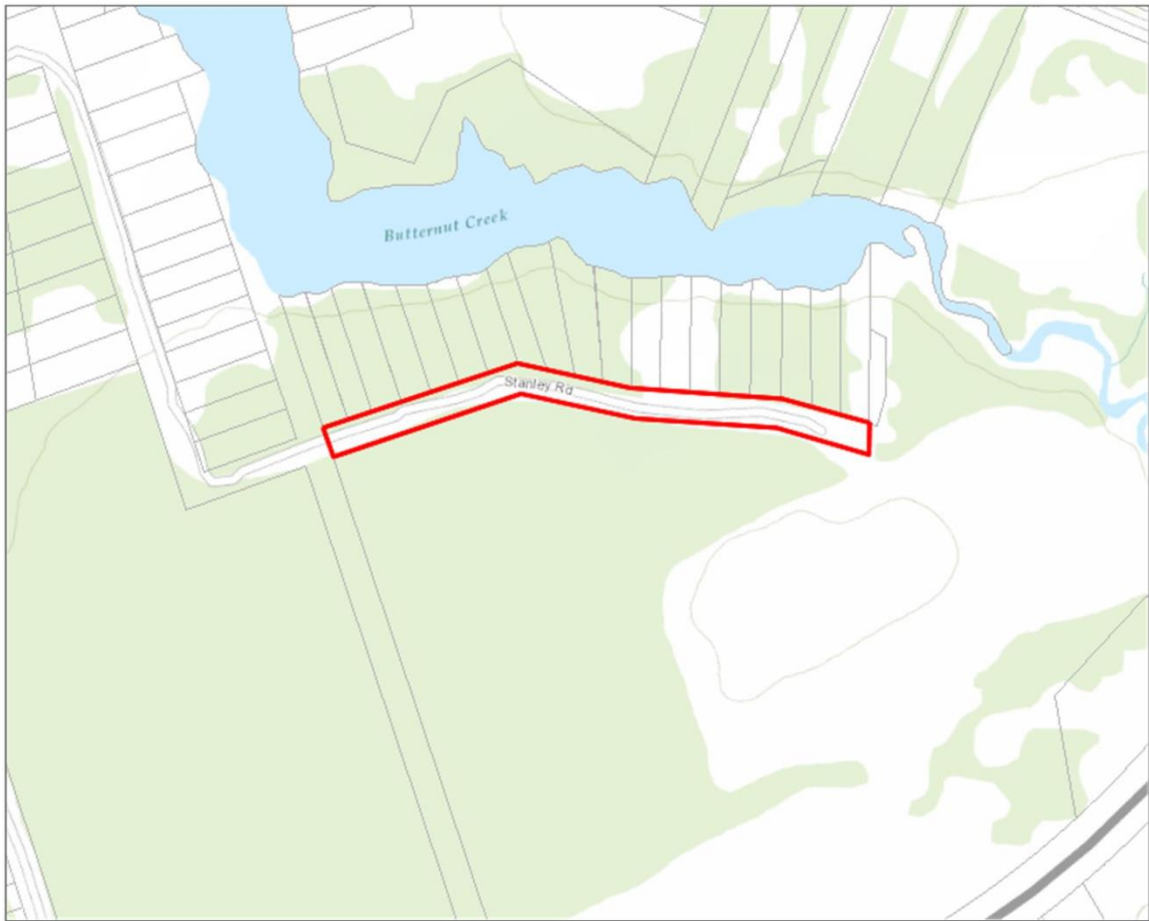
- 3.01 **Effective Date**: This By-law shall come into force on the date it is finally passed by Council and has been deposited on title in the Registry Office for the Registry Division of Victoria (No. 57).

By-law read a first, second and third time, and finally passed, this 30th day of January, 2018.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

SCHEDULE A





The Corporation of the City of Kawartha Lakes

By-Law 2018-____

A By-Law to Stop Up and Close Part of the Original Shore Road Allowance Lying in Front of Lot 12, Concession 1, in the Geographic Township of Carden, City of Kawartha Lakes, Designated as Part 1 on Reference Plan 57R-10611

Recitals

1. Pursuant to the *Municipal Act*, Council is empowered to stop up, close and to sell any part of a highway under its jurisdiction;
2. The land described in Schedule "A" attached forms part of the original shore road allowance along Lake Dalrymple and has been declared to be surplus to municipal needs.
3. It is desirable to stop up and close that part of the original shore road allowance along Lake Dalrymple described in Schedule "A" attached to this by-law and to authorize the sale of the land to the abutting owners.
4. Notice of the intention of City Council to pass this by-law was given by ad notice duly published in the *Kawartha Lakes This Week* newspaper in the City of Kawartha Lakes on the 7th, 14th, and 21st days of December, 2017, in accordance with the provisions of the *Municipal Act* and By-law 2010-118, as amended.
5. The proposed by-law came before Council for consideration at its regular meeting on the 30th day of January, 2018 at 2:00 p.m. and at that time no person objected to the proposed by-law nor claimed that his land would be prejudicially affected.
6. This matter was approved by City Council on the 30th day of August, 2016 by the adoption of Report RS2016-003 by CR2016-740.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2018-____.

Section 1.00: Definitions and Interpretation

1.01 Definitions: In this by-law,

“City”, “City of Kawartha Lakes” or “Kawartha Lakes” means The Corporation of the City of Kawartha Lakes and includes its entire geographic area;

"City Clerk" means the person appointed by Council to carry out the duties of the clerk described in section 228 of the *Municipal Act*, 2001;

“Council” or “City Council” means the municipal council for the City;

1.02 **Interpretation Rules:**

- (a) The Schedules attached to this by-law form part of the by-law, and are enforceable as such.
- (b) The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.

1.03 **Statutes:** References to laws in this by-law are meant to refer to the statutes, as amended from time to time, that are applicable within the Province of Ontario.

1.04 **Severability:** If a court or tribunal of competent jurisdiction declares any portion of this by-law to be illegal or unenforceable, that portion of this by-law shall be considered to be severed from the balance of the by-law, which shall continue to operate in full force and effect.

Section 2.00: Shoreline Road Closure, Sale, and Easements

2.01 **Closure and Sale:** That part of the original shore road allowance described in Schedule “A” attached has been declared to be surplus to municipal needs and is hereby stopped up, closed and authorized to be sold to the abutting owners for \$20.00 per linear foot of frontage being the sum of Three Thousand Four Hundred Thirty-One Dollars and Seventy-Six Cents (\$3,431.76) plus HST, if applicable, plus the cost of the reference plan, advertising, registrations, City staff time expense, legal fees and disbursements and any other costs incurred by the City in connection with this transaction.

Section 3.00: Effective Date

3.01 **Effective Date:** This By-law shall come into force and take effect when it has been finally passed by Council and has been deposited on title in the Registry Office for the Registry Division of Victoria (No. 57).

By-law read a first, second and third time, and finally passed, this 30th day of January, 2018.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

Schedule "A" To City Of Kawartha Lakes

By-Law Number 2018-____

Passed This 30th Day Of January, 2018

**Description Of Land To Be Stopped Up, Closed
And Conveyed To The Abutting Owners**

Part of the Original Shore Road Allowance Lying in Front of Lot 12, Concession
1, Geographic Township Of Carden, City Of Kawartha Lakes, Designated as Part
1 on Reference Plan 57R-10611

The Corporation of the City of Kawartha Lakes

By-Law 2018-____

A By-law to Repeal Town of Lindsay By-law 97-56, as amended by By-law 99-11, being A By-law to Provide for Certain Work to be Undertaken in Respect of the Reconstruction of Colborne Street West with Full Municipal Services, and the Imposition by the Corporation of the Town of Lindsay of Fees and Charges Associated With the Costs of the Work Against Benefitting Landowners

Recitals

1. Town of Lindsay By-law 97-56 was passed on May 8, 1997 to provide for certain work to be undertaken in respect of the reconstruction of Colborne Street West with full municipal services and to impose fees and charges associated with the costs of the work against benefitting landowners.
2. By-laws 97-56 and amending By-law 99-11 were effectively replaced when the costs of those by-laws were included in 2009 Development Charges By-law.
3. Council deems it appropriate to repeal By-laws 97-56 and 99-11.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2018-____.

Section 1.00: Definitions and Interpretation

- 1.01 **Definitions:** In this by-law,

“City”, “City of Kawartha Lakes” or “Kawartha Lakes” means The Corporation of the City of Kawartha Lakes and includes its entire geographic area;

“Council” or “City Council” means the municipal council for the City.

Section 2.00: Repeals

- 2.01 **Repeal:** By-laws 97-56 and 99-11 are repealed.

Section 3.00: Administration and Effective Date

3.01 **Effective Date:** This By-law shall come into force on the date it is finally passed.

By-law read a first, second and third time, and finally passed, this 30th day of January, 2018.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

DRAFT

The Corporation of the City of Kawartha Lakes

By-Law 2018-____

A By-Law to License, Regulate, and Govern Taxicab, Limousine, and Transportation Network Businesses and Their Owners, Operators and Brokers and Drivers in Kawartha Lakes

Recitals

1. Sections 150 - 156 of the *Municipal Act, 2001*, S.O. 2001 authorizes Council to licence regulate and govern businesses and events including taxicabs.
2. This authority includes but is not limited to the power to issue Licences, to issue Licences on condition, to revoke Licences, to suspend Licences, to regulate or govern the place used in the carrying on of such business, and to prevent the carrying on of such businesses without a licence.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2018-____.

Section 1.00: Definitions and Interpretation

1.01 Definitions: In this by-law:

“Accessible Taxicab” means a Taxi that is wheelchair-accessible permitting the loading, transportation and off-loading of a Person with a Disability confined to a wheelchair, or other similar device used to assist a person with a disability, and is subject to federal and provincial legislation applicable to the transportation of Persons with Disabilities;

“Applicant” includes a Person seeking a Licence, or renewal of a Licence or a Person whose Licence is being considered for revocation or suspension;

“Broker” means the Owner of a licensed Taxicab or Limousine, who is not a Taxicab or Limousine Business Owner and operates through a licensed Taxicab or Limousine Business;

“Business” means a Trade that requires a Licence pursuant to this By-law, whether or not a Licence has been issued or maintained for that business;

“By-law” means this By-law, as it may be amended from time to time. The Recitals to, and the Schedules attached to this By-law are considered integral parts of it;

“City”, “City of Kawartha Lakes” or “Kawartha Lakes” means The Corporation of the City of Kawartha Lakes and includes its entire geographic area;

A **“City Facility”** means any property owned by the City that is not a Highway;

“City Clerk” means the Person within the administration of the City who fulfills the function of the City Clerk as required by the *Municipal Act, 2001*, S. O. 2001 or his or her delegate;

“Committee” means the committee of Council to which Council has delegated the responsibility of handling Licensing matters. Where no delegation has been made, the term refers to the Council itself;

“Consolidated Fees By-law” means City of Kawartha Lakes By-law 2016-206 or if it has been repealed any subsequent City of Kawartha Lakes By-law known as the Consolidated Fees By-law.”

“Core Areas” means geographic boundaries as defined by Site Plan Control Areas;

“Council” means the municipal council for the City;

“Director of Community Services” means the person who holds that position and his or her delegate(s) or, in the event of organizational changes, another person designed by Council;

“Director of Development Services” means the person who holds that position and his or her delegate(s) or, in the event of organizational changes, another person designated by Council;

“Disability” means:

- Any degree of physical infirmity, malformation or disfigurement that is caused by bodily injury, birth defect or illness or physical reliance on a guide dog, or other animal or on a wheelchair or other remedial appliance or device,
- A condition of mental impairment or a developmental disability,
- A learning disability, or a dysfunction in one or more of the processes involved in understanding or using symbols or spoken language,

- A mental disorder,
- An injury or disability for which benefits were claimed or received under the insurance plan established under the *Workplace Safety and Insurance Act, 1997, S.O. 1997, c. 16, Sched. A*;

“Fees By-Law” means the City of Kawartha Lakes Consolidated Fees By-Law 2015-123, as amended, or any subsequent by-law known as the Consolidated Fees By-Law;

“Fire Chief” means the person within the City’s administration who fulfills the function of the fire chief as required by the *Fire Protection and Prevention Act, 1997, S. O. c.4* or his or her delegate;

“Health Unit” means the Haliburton, Kawartha, Pine Ridge District Health Unit;

“Highway” includes a common and public highway, street, avenue, parkway, driveway, square, place, bridge, viaduct or trestle, any part of which is intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof;

“Licence” means a Licence to operate a Trade issued pursuant to this By-law;

“Licensee” means the recipient of any Licence required within this By-law;

“Licensing Officer” means the municipal Licensing Officer for the City, responsible for the issuing, administration and approval of Licences in accordance with provincial legislation and City policies and procedures, or his or her delegate;

“Limousine” means a motor vehicle kept or used for hire for the conveyance of Passengers by reservation only and solely on an hourly basis, which has seating for no more than the manufacturer’s specified number of Passengers and a sufficient number of seatbelts for each Taxi Driver and Passenger, and shall not include a Taxicab;

“Safety Standards Certificate” means a certificate as defined in the regulation of the *Highway Traffic Act, R.S.O. 1990, c.H.8*;

The **“Medical Officer of Health”** means the Medical Officer of Health of the Health Unit or his or her delegate;

“Municipal Act” means the *Municipal Act, 2001, S.O. 2001, c. 25*;

“Municipal Law Enforcement Officer” means a person appointed by Council under section 15 of the *Police Services Act* to enforce the by-laws of the City, and includes the Licencing Officer;

An **“Operator”** is a Person with care and control of a Business at any given point in time, with authorization of the Owner of the Business. The terms “Operate”, “Operation” and words of like import or intent have corresponding meanings;

An **“Owner”** is a Person with legal title to real or personal property of a Taxi or Limousine Business, including a motor vehicle. The terms “Own”, “Ownership”, and words of like import or intent have corresponding meanings;

“Passenger” means any Person in a Taxicab or Limousine except the Taxi Driver;

“Person” includes but is not limited to an individual, a sole proprietorship, a partnership, an unincorporated association, a trust, a body corporate, a natural Person;

“Police” means the Chief of Police or other designated officer in charge of a police service within the jurisdiction of Kawartha Lakes, or his or her delegate;

“Public Place” means any area whether municipally owned or otherwise, which is designated and reserved for use of the general public;

“Schedule” means a schedule to this By-law;

A **“Service Animal”** for a person with a disability, is an animal being used by the person for reasons clearly relating to his or her disability; or if the person provides a letter from a physician or nurse confirming that the person requires the animal for reasons relating to the disability;

“Tariff Card” means a card issued by the City to display the rates of a Taxicab and Limousine operating within the City;

“Taxicab” means a motor vehicle kept or used for hire for the conveyance of Passengers for a fee, which has seating for no more than the manufacturers specified number of Passengers and a sufficient number of seatbelts for each Taxi Driver and Passenger but does not include a Limousine;

“Taxi Driver” means a Taxicab or Limousine Driver licensed or required to be licensed under this By-law and shall include Owners, Operators and Brokers;

“Taxicab Stand” means a geographic area or zone designated by Council, as an exclusive stopping place for Taxicabs, at which persons have access to embark or disembark Taxicabs and includes temporary taxicab stands;

“Taxicab Meter” means a device or instrument affixed to a Taxicab which measures mechanically or electronically, the distance driven and the time waiting upon which a fare is based, and which computes the amount of the fare chargeable for any trip for which a fare is chargeable;

“Taxi Plate” means a metal plate issued by the City to each Taxicab and Limousine;

“Trade” includes a business, calling or occupation and “carrying on a trade” includes any act of:

- (a) selling any goods or services; or
- (b) soliciting business or offering or exposing goods or services for sale or hire;

“Transportation Network Company” means a corporation, company, or Business which connects paying passengers with drivers who provide transportation to passengers in the drivers own non-commercial vehicles in exchange for a fee and includes, but is not limited to, such companies as Uber, Lyft, and the like;

“Transportation Network Company Driver” means individuals offering transportation to passengers in their personal vehicles who solicit business through a Transportation Network Company and, for the purposes of this by-law, carries the same definition as a Taxi Driver;

“Transportation Network Vehicle” means a vehicle owned by a Transportation Network Company Driver and, for the purposes of this by-law, carries the same definition as a Taxicab;

“Trip Record” means a form issued by the City, on which to record each fare and shall include the following information:

- a) the Taxi Plate number;
- b) the name of the Taxi Driver and the Owner or Broker of the Vehicle;
- c) the date, time and location each trip began and ended;
- d) the odometer readings of when each trip began and ended; and

- e) the amount collected for each trip;

“Vehicle” means a Taxicab or Limousine as defined by this By-law.

1.02 Interpretation Rules:

- (a) Wherever this By-law refers to a Person or thing with reference to gender or the gender neutral, the intention is to read the By-law with the gender applicable to the circumstances.
- (b) References to items in the plural include the singular, as applicable.
- (c) The word “include” is not to be read as limiting the phrases or descriptions that precede it.

1.03 Statutes: References to laws in this by-law are meant to refer to the statutes, as amended from time to time that are applicable within the Province of Ontario.

1.04 Severability: If a court or tribunal of competent jurisdiction declares any portion of this By-law to be illegal or unenforceable, that portion of this By-law will be considered to be severed from the balance of the By-law, which will continue to operate in full force and effect.

Section 2.00: Licensing Requirements

2.01 Licence Requirement:

- a) No Person shall permit a motor vehicle to be used as a Taxicab or Limousine in the City for the conveyance of Passengers or goods except under the authority of a Taxicab or Limousine Owner's Licence issued by the City.
- b) No Person shall accept calls or hires in any manner for a Taxicab or Limousine in the City for the conveyance of Passengers or goods except under the authority of a Taxicab or Limousine Broker's Licence issued by the City.
- c) No Person shall operate a Taxicab or Limousine in the City for the conveyance of Passengers or goods except under the authority of a Taxicab or Limousine Driver's Licence issued by the City.
- d) No Taxicab or Limousine Broker shall dispatch a Taxicab or Limousine to commence the conveyance of Passengers or goods unless the Owner of the Taxicab or Limousine holds a valid Licence for his or her Vehicle issued by the City.

- e) Notwithstanding Section 2.01 (a), no such Licences shall be required for the operation of a Taxicab or Limousine or it's Driver within the City provided such Taxicab, Limousine and Driver is licensed by another municipality, and operating for the sole purpose of discharging a Passenger who was picked up outside of the City.
 - f) Notwithstanding section 2.01(a), no such Licences shall be required for the operation of the following types of transportation vehicles, service, or Trade:
 - i. Vehicles operated by Lindsay Transit or operated by the City;
 - ii. Motor vehicles owned or operated by not for profit organizations, registered care, or residential facilities for the purposes of transporting senior citizens, Persons with Disabilities, individuals who reside in residential facilities or care homes, or the like;
 - iii. Shuttle vehicles used by hotels, motels, car dealerships, repair shops or the like who offer courtesy rides for their customers;
 - iv. Home delivery services offered and/or operated by a business for the transportation of goods purchased directly from the business operating the delivery service;
 - v. Delivery services that usually deliver packages that originate from outside of the City of Kawartha Lakes including but not limited to FedEx, UPS, Canada Post, DHL, Purolator, and the like;
 - vi. Liquor Delivery Services that are licensed by the Alcohol and Gaming Commission of Ontario; and
 - vii. School Purpose Vehicles that meet the definitions and requirements of the Ontario Ministry of Transportation.
 - g) Failure to comply with any of the provisions of this Section is an offence.
- 2.02 Notwithstanding Section 10.01 of this By-law, any Owner, Operator, Broker or Driver licensed by another municipality or licensed under the *Public Vehicles Act, R.S.O. 1990, c. P.54* who operates a business that includes taking on and then discharging passengers within the limits of the City shall be required to obtain a licence under the terms of this By-law and shall, as to such passengers, comply with any tariff of fares or rates established under this By-law. Failure to comply with this section is an offence.
- 2.03 **Regulations:** A Person who receives a Taxicab or Limousine Owner, Broker or Taxi Driver Licence shall comply with the regulations set out in this By-law. Failure to comply with the regulations is an offence.

- 2.04 **Responsibility of Agents:** An agent, trustee or representative of Persons carrying on a Taxicab or Limousine Business in Kawartha Lakes shall also be personally liable for the compliance of his or her principal, beneficiary or Persons he or she represents in connection with this By-law.
- 2.05 **Locational Requirement:** A Licence shall be obtained for each location from which a Taxicab or Limousine Business is carried on. Failure to comply with this Section or any other provision of this By-law shall be an offence.
- 2.06 **Liability Insurance:** No Person shall be granted or hold a Licence for a Taxicab or Limousine Business unless the Applicant, upon application, or at the request of the Licensing Officer, provide proof of liability insurance and appropriate Vehicle insurance with an endorsement to carry passengers to cover each Vehicle. Failure to maintain insurance as required constitutes an offence.
- 2.07 **Number of Taxi Plates to be Issued:** Not more than forty (40) Taxicab Plates and fifteen (15) Limousine Plates shall be issued per calendar year in accordance with Section 9.01, and only under the following conditions:
- a) All plates issued are for city wide use,
 - b) Current plate holders will have first right of renewal for an equal number of plates currently held up to October 30 of each year. All remaining plates shall be made available to all other eligible applicants.
- 2.08 **Criminal Charges and Convictions:** Any Persons that have pending criminal charges shall not be eligible for a Licence under this By-law until documented proof of an absolute or conditional discharge of such charges is provided to the Licensing Officer.

Any Persons that have been convicted of a criminal offence, shall not be eligible for a Licence under this By-law until they have completely served their sentence and a waiting period of either three (3) years for summary conviction or five (5) years for an indictable conviction.

The waiting period shall commence the date all fines are paid in full and any court imposed surcharge, restitution or compensation orders, term of imprisonment or probation is completed.

Section 3.00: Application Procedures and Requirements

- 3.01 **Application:** An application for any Licence or renewal of a Licence required under this By-law may be obtained from the main administrative offices of the City, or at any of the City's municipal service centres, on the form prescribed by the Licensing Officer.

3.02 **Application Requirements:** Each application form will require information to be provided, and other necessary papers to be completed or submitted by the Applicant in conjunction with his or her application, where applicable, in support of the information in the form as outlined below:

a) Taxicab or Limousine Business Licence:

- i. a fully completed application form as supplied by the City;
- ii. a site plan is to accompany the application;
- iii. documentation from the Development Services Director that the property upon which the Business will operate is appropriately zoned;
- iv. documentation from the City's Chief Building Official that confirms that all buildings, structures and facilities, on site, or the plans for same, are or will be in compliance with the requirements of this By-law, any building permits issued by the City and the provisions of any agreement in effect for the Business;
- v. documentation from the Fire Chief that confirms that all buildings, structures and facilities, or the plan for same, are in compliance with applicable fire safety regulations;
- vi. documentation from the District Health Unit and/or the alternate approval authority that confirms that all water supply facilities and sewage disposal facilities, or the plans and documentation for same, are in compliance with applicable potable water supply and sewage treatment regulations and guidelines;
- vii. documentation, providing proof that he or she is the property owner of the land at the location or, alternatively, that he or she has the authority of the property owner and/or manager to operate from the site;
- viii. a copy of Ontario Business Registration or in the case of a corporation, copy of the Sections of Incorporation;
- ix. a copy of business liability insurance policy;
- x. Police Criminal Record Check for every applicant, partner, shareholder or shareholders of a corporation obtained from their local Police Station; and
- xi. a signed document that confirms all employees have received accessibility training as required by the *Accessibility for Ontarians with Disabilities Act, 2005, Ontario Regulation 429/07*.

b) Taxicab and Limousine Vehicle Licence:

- i. a completed application form supplied by the City for each Vehicle to be licensed;
- ii. a copy of current Ontario Motor Vehicle Permit for each Vehicle to be licensed;

- iii. a copy of current Safety Standards Certificate issued no more than 36 days prior to the date of application signed by a licenced mechanic, for each vehicle to be licenced;
- iv. the original Vehicle/Meter Inspection Report for each Vehicle to be licensed; and
- v. a copy of valid Certificate of Insurance indicating public liability coverage and an endorsement to carry Passengers for compensation for each Vehicle to be licensed.

c) Taxi Driver's Licence:

- i. a completed application form supplied by the City;
- ii. a Police Criminal Record Check obtained from their local Police Station issued no more than 30 days prior to the date of application;
- iii. a Driver's Abstract obtained from the Ministry of Transportation issued no more than 30 days prior to the date of application;
- iv. a copy of valid Ontario Driver's Licence.

3.03 **Vehicle Inspection Requirements:** The Licensing Officer or designate shall inspect each Vehicle and its equipment as prescribed under Section 3.02 (2) prior to the issuance of any Licence and at any other time deemed appropriate by the Licensing Officer.

3.04 **Photograph:** The Licensing Officer or designate shall take a photograph of every Applicant under Section 3.02 (3), which shall be filed with the City and upon application for renewal of Licence, the Applicant shall attend for a new photograph if required to do so by the City.

3.05 **Additional Criteria Considered:** The Licensing Officer may deny a Licence or issue a Licence with specific conditions based on, but not limited to the following criteria:

- a) the Applicant's premises or place of trade are the object of an order to comply made under the Property Standards By-law, or an order made under the Ontario *Building Code Act S. O. 1992, c.23*;
- b) the Applicant's premises (or use of such for the Business requested) is not in compliance with the Zoning By-law or any parking requirements of the City;
- c) the Applicant's premises requires corrective action pursuant to an order of the Medical Officer of Health to ensure the safety or health of the public;
- d) the Applicant's premises requires corrective action pursuant to an order of the Fire Chief;

- e) the Applicant has been found to have discriminated against a member of the public contrary to *The Ontario Human Rights Code R. S. O. 1990 c.H.19*;
 - f) the Applicant has been convicted of an offence pursuant to the *Criminal Code of Canada*, R.S.C. 1985, c. C.46;
 - g) the Applicant has been convicted of an offence pursuant to *the Highway Traffic Act, R.S.O. 1990, c. H.8*;
 - h) the Applicant was previously convicted of an offence pursuant to this or a predecessor by-law;
 - i) the Applicant is financially obligated to the City in some manner other than for current taxes; and
 - j) the Applicant is in breach of this or some other City by-law or law of Ontario or Canada.
- 3.06 **Licence Refusal:** The Licensing Officer has the right to deny the issuance of, or revoke a Licence if any of the terms of this By-law are not met. If the application is denied, the Applicant has the right to appeal the decision in accordance with the procedures outlined in Section 5.03.
- 3.07 **Disclosure of Private Information:** It shall be a condition of every licence that an Owner or Operator shall consent to the disclosure of all records and personal information with respect to any licence application, approval refusal or revocation to any law enforcement agency, provincial ministry, federal department, agency, board or commission thereof or any other municipality, or to the Owner of the Taxicab business, pursuant to the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990,c.m.56,s.32.
- 3.08 **Time Limited:** Except as otherwise provided in this By-law, Licences shall be issued for a maximum period of one year and shall come into effect on the date that they are issued, and expire on October 31st of that same year.

Section 4.00: Licence Issue

- 4.01 **Licence Fee:** The fee for obtaining a Licence or renewal of a Licence shall be as set out in the Schedule B-1 to the Consolidated Fees By-law. No fee is refundable except in the event that a Licence is revoked by reason of municipal staff error. In that case the Licensee is entitled to a refund of a part of the Licence fee proportionate to the unexpired part of the term for which it was granted.

- 4.02 **Duplicate Licences and Taxi Plates:** Except as otherwise provided in a Schedule to this By-law, a duplicate Licence or Taxi Plate may be issued by the Licensing Officer to replace any Licence or Taxi Plate previously issued which has been lost, stolen or destroyed, upon written application by the Licensee and upon payment of a fee in accordance with schedule B-1 of the Consolidated Fees By-law.
- 4.03 **Posting & Production of Licences (Fixed Location):** Where a Licensee carries on his or her Business from a fixed location, the Licensee shall post the Licence obtained under this By-law in a publicly conspicuous place at that place of business and be visible to the public at all times. Persons licensed under this By-law shall, when requested by any Person authorized by Council, produce the Licence for inspection. Failure to comply with this Section is an offence.
- 4.04 **Posting & Production of Licences (No Fixed Location):** Where a Licensee travels from place to place to perform his or her duties within a Taxicab or Limousine Business, he or she shall carry his or her Licence at all times. Persons licensed under this By-law shall, when requested by any Person authorized by Council, produce the Licence for inspection. Failure to comply with this Section is an offence.
- 4.05 **Posting of Taxi Plates:** Where a Licensee is issued a Taxi Plate obtained under this By-law, the Licensee shall:
- a) securely affix the Taxi Plate to the right rear end of the designated Taxicab at a location clearly visible to any Person located behind the Taxicab; and
 - b) Limousines shall securely affix the Taxi Plate to the front of the designated Limousine at a location clearly visible to any Person located in front of the Limousine.
- Failure to comply with this Section is an offence.
- 4.06 **Partnerships and Corporations and Unincorporated Associations:**
- a) Except as otherwise noted in this By-law, a partnership, a corporation, an association or a combination of Persons is considered as a single Applicant for any one Business.
 - b) On any application by a partnership, the Licence shall be issued in the name under which the business is carried on by the Applicant and all his or her partners. The names and addresses of all partners must be listed on the application form.
 - c) On any application by a corporation, the Licence shall be issued in the name under which the business is carried on by the Applicant and all

directors of the corporation. The names and addresses of all directors must be listed on the application form.

- d) A change in composition of the members of a partnership or in the officers and/or directors of a corporation shall be reported to the Clerk within thirty (30) calendar days. Failure to comply with this Section is an offence.

- 4.07 **Change of Address:** Every change of mailing address or telephone number of any Licensee licensed under this by-law shall be reported to the Licensing Officer within five (5) business days. Failure to comply with this Section is an offence.
- 4.08 **No Transfer:** It is an offence to attempt to transfer or assign any Taxi Plate or Licence issued under this By-law except in accordance with Section 4.09.
- 4.09 **Licence Transfer:** Upon cessation or sale or other transfer of a Business, the Licensee of that Business shall notify the Licensing Officer of the cessation or transfer. Prior to the Business being transferred, and subject to any restrictions in the applicable Schedule, the new potential Owner, Operator or Broker shall be required to submit an application for a Licence transfer, in the form prescribed by the Licensing Officer. The Licensing Officer may, depending upon the circumstances of the request for transfer, require the new potential Owner, Operator or Broker to submit any or all of the same documentation and/or information that would have been required for a new application for the Licence in question. The requirements of Section 3.02 (1) shall apply to applications for a Licence transfer. A Business Licence fee shall be charged as set out in the Schedule B-1 to the Consolidated Fees By-law.
- 4.10 **No Vested Right:** No Person enjoys a vested right in the continuance of a Licence and upon issuance, renewal, cancellation or suspension; all Licences remain the property of the City.
- 4.11 **Licensees to Use Name on Licence:** It is an offence for a Person licensed to carry on any Trade under this By-law, to advertise or carry on that Trade under any other name than the one endorsed on his or her Licence.
- 4.12 **Inspections:** The Licensing Officer, the Police, the Medical Officer of Health, Municipal Law Enforcement Officer, the Fire Chief or any Person acting under those Persons, or any Person authorized by Council may at reasonable times during business hours and upon producing proper identification, inspect:

- a) any premises or place where a Business is carried on or where there are reasonable and probable grounds to believe a Business is being carried on;
 - b) any goods, equipment or Vehicles, to be used by the Applicant in connection with the Business.
- 4.13 **Plated Vehicles to Remain in Service:** To ensure all plated vehicles are available for service to the general public, each Owner, Operator or Broker shall maintain a monthly Taxicab/Limousine Summary Report prescribed by the Licensing Officer for each taxicab and limousine in their fleet. Taxi Plates will be removed from any vehicle found to be Out-of-Service for a period of more than two (2) weeks. An extension may be granted at the discretion of the Licensing Officer. A replacement Taxi Plate may only be issued in accordance with Section 3.02 (2) (a) through (e) inclusive and of this By-law and Section B-1 of the Consolidated Fees By-law. It shall further be the responsibility of each Owner, Operator or Broker to immediately notify the Licensing Officer when a taxicab or limousine is out of service. Failure to comply with this Section is an offence.
- 4.14 **No Obstruction:** It is an offence to obstruct, hinder or interfere in any way with any person designated to enforce this By-law.

Section 5.00: Granting, Refusal and Revocation of Licenses

- 5.01 **Grant Licence:** The Licensing Officer shall issue a licence or licence renewal where the applicant is in full compliance with the terms of this By-law and all other applicable By-laws, Provincial and Federal legislation and regulations.
- 5.02 **Grant Licence With Conditions:** The Licensing Officer may, where the provisions of this By-law have been met, propose in writing to the Applicant to grant the Licence subject to conditions if appropriate. If within five (5) days following the written proposal to grant the Licence with conditions, the Applicant has not indicated an objection to the Licence with conditions, the Licence is deemed to have been issued on the day of the notice of the proposal to grant.

The Licensing Officer shall revoke a licence granted with conditions if the applicant has not met the imposed conditions within the stipulated time frame.

- 5.03 **Refuse Licence:** In the event that the Licensing Officer refuses for any reason to grant a Licence, or suspends or revokes a Licence, and the Applicant requests that the matter be considered by Council, the Licensing Officer shall prepare a report for the consideration of Council and the Applicant shall be provided with at least two (2) weeks written notice of the

meeting of Council to consider the refusal to grant, revocation or suspension and shall have the opportunity to address Council prior to Council making a decision.

- 5.04 **Council Discretion:** Council may in its sole discretion grant, grant with conditions, refuse to grant, or revoke or suspend a Licence.

In the exercise of its discretion under Section 5.03 such discretion shall be exercised,

- a) upon such grounds as are set out in this By-law, or
- b) upon the grounds of the conduct of a person, or in the case of a corporation, the conduct of its officers, directors, employees or agents affords reasonable grounds for belief that the Person will not carry on or engage in the business in accordance with the law or with honesty and integrity.

- 5.05 **Consideration to Matters Raised:** Council may, in exercising its discretion pursuant to this By-law, consider any matter raised under Section 3.05 or any other matter that relates to the general welfare, health or safety of the public, the control of nuisances within Kawartha Lakes, or the protection of consumers.

- 5.06 **Surrender of Licence:** It shall be an offence for any Owner, Operator, Broker or Taxi Driver to fail to deliver or surrender to the Licensing Officer, a Licence or Taxi Plate issued by the City, upon suspension or revocation.

Section 6.00: Vehicle Requirements and Inspections

- 6.01 **Roof Signs:** It shall be an offence for any Owner, Operator or Broker to permit a licensed Taxicab to operate within the City without being equipped with a roof sign placed on the roof of the Taxicab, which shall:

- a) be electric;
- b) display only the Taxicab Business's identification with lettering which is visible to the public;
- c) be connected to the Taxicab Meter in such manner as to be extinguished when the Taxicab Meter is turned on;
- d) be connected to the Taxicab Meter in such manner as to be illuminated when the Taxicab Meter is in the off position, except where the Taxicab is not available to convey passengers or goods;
- e) roof signs are not required for Limousines.

- 6.02 **Taxicab Meters:** It shall be an offence for any Owner, Operator or Broker to permit a licensed Taxicab to operate within the City without being equipped with a Taxi Meter, which shall:
- a) be attached in a position that is in plain view of the Passengers and illuminated between dusk and dawn;
 - b) be equipped with a flag, or light indicating when an electronic meter is engaged ;
 - c) be adjusted in accordance with the rates prescribed in the Schedule B-1 to the Consolidated Fees By-law., and inspected and sealed or otherwise locked by the Licensing Officer or designate to prevent tampering; and
 - d) be kept in good working condition at all times and not used when defective in any way or when the inspection seal has been broken.
- 2016-209, effective November 22, 2016
- 6.03 **Serviceable Tires:** It shall be an offence for any Owner, Operator or Broker to permit a licensed Vehicle to operate within the City without being equipped with serviceable tires, one of which shall be available as a spare and each of which shall comply with the Tire Standards and Specifications, O. Reg. 741/811 as amended, under the Highway Traffic Act R. S. O. 1990 c.H.8..
- 6.04 **Taxi Driver's Identification:** It shall be an offence for any Owner Operator, Broker or Taxi Driver to operate a licensed Vehicle not equipped with the appropriate Taxi Driver identification provided by the City, which shall be attached to the interior of the Vehicle in such a position as to be fully visible to all Passengers at all times;
- 6.05 **Taxi Plate:** It shall be an offence for any Owner, Operator or Broker to permit a licensed Vehicle to operate within the City without being equipped with a Taxi Plate, affixed in accordance with Section 4.05.
- 6.06 **Tariff Cards:** It shall be an offence for any Owner, Operator or Broker to permit a licensed Vehicle to operate within the City without being equipped with a current Tariff Card, issued by the City, with rates set out in the Schedule B-1 to the Consolidated Fees By-law., affixed to the interior of the Vehicle so as to be visible to all Passengers.
- 6.07 **Advertisements:** It shall be an offence for any taxicab owner, broker, driver or representative thereof to permit advertising on the exterior or in the interior of a Taxicab or Accessible Taxicab vehicle that does not comply with the following:

- a) all advertisements must be approved by the Senior Licensing Officer, or his or her designate, prior to being placed on the interior or exterior of the vehicle;
 - b) advertising must not obstruct the drivers or passengers view;
 - c) advertising must not obstruct the name of the taxi company or the phone number;
 - d) only one (1) advertisement or electronic advertisement device is permitted on the interior of the vehicle;
 - e) advertisements or advertisement screens on the interior of the vehicle must be no more than 21.59cm (8.5in) by 27.94cm (11in) in size;
 - f) only one (1) advertisement is permitted on the exterior of the vehicle;
 - g) advertisements on the exterior of the vehicle are restricted to decals and lettering;
 - h) the use of electronic advertising on the exterior of the vehicle is prohibited;
 - i) advertisements on the exterior of the vehicle are only permitted on the rear bumper, rear hatch, or rear quarter panel of the vehicle;
 - j) advertising copy on the interior and exterior of the vehicle is to be similar to other billboard and outdoor advertising, and shall not be offensive, inflammatory, obscene, racist, sexist, discriminatory or distasteful in nature, or violate any one person's rights as guaranteed by the Canadian Charter of Rights and Freedoms.
- 6.08 **Vehicle Identification Card:** It shall be an offence for any Owner, Operator, Broker or Driver to permit a licensed Vehicle to operate within the City without being equipped with a current Vehicle Identification Card, issued by the City, and located in the Vehicle's glove compartment.
- 6.09 **Vehicle and Equipment Inspections:** If any inspection, at any time, results in a Taxicab or Limousine being found to be in an unsafe or hazardous condition or found to be non-compliant with any federal, provincial or municipal regulations, the inspector shall immediately remove the Taxi Plate from the Vehicle. A replacement Taxi Plate may only be issued in accordance with Section 3.02 (2) (a) through (e) inclusive and in Schedule B-1 to the Consolidated Fees By-law.

Section 7.00: Taxicab and Limousine Owner, Operator and Broker Requirements

7.01 **Owner, Operator and Broker Requirements:** A Taxicab or Limousine Owner, Operator and Broker licensed under this by-law shall:

- a) ensure that all Taxi Drivers, Vehicles and equipment conform to the requirements of all Sections of this By-law; and any other applicable Municipal By-laws and or Provincial or Federal Laws.
- b) ensure that any Person operating their Vehicles, is a licensed Taxi Driver;
- c) maintain insurance conforming to the requirements prescribed by this By-law;
- d) keep, at all times in each Vehicle, the original or a photocopy of the original of each of the following documents:
 - i. the appropriate current Ontario Motor Vehicle Permit
 - ii. the appropriate Vehicle Owner's Business Licence issued under this by-law; and,
 - iii. the appropriate certificate of liability insurance as required under this By-law.
 - iv. maintain and retain for not less than four (4) years, original copies of all Trip Records;
 - v. maintain and retain for not less than four (4) years, lists of all Vehicles and Taxi Drivers in their employ;
 - vi. provide, on request of the Licensing Officer or a Municipal Law Enforcement Officer, original copies of any or all Trip Records requested; and provide, on request of the Licensing officer or a Municipal Law Enforcement Officer, a list of all Vehicles and Taxi Drivers under their employ;
 - vii. make available a vehicle registration and identificatino information in an accessible format to any passenger that makes such a request as required by the *Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005, c. 11*.

7.02 **Failure to Comply:** Failure to comply with this Section is an offence.

Section 8.00: Taxi Driver Requirements

8.01 **Taxi Driver Conduct Requirements:** Every Taxi Driver, while in operation of a Taxicab or Limousine shall:

- a) comply with the requirements of all Sections of this By-law;
- b) carry his or her Taxi Driver's Licence issued under this By-law and his or her Ontario Driver's licence issued under the *Highway Traffic Act R. S. O. 1990, c.H.8*;
- c) produce for inspection, any Licence or required documentation referred to in this By-law, when requested to do so by the Licensing Officer or Municipal Law Enforcement Officer;
- d) be properly dressed, well groomed, neat and clean in personal appearance;
- e) behave civilly and courteously;
- f) not use the horn of a Vehicle to notify the caller of arrival, unless an adult person cannot be found by knocking on the door of the residence to which the Taxi Driver has been called, or when the Taxi Driver is unable or feels it is not safe to exit the Vehicle;
- g) not carry more Passengers in their Vehicles than is set out in the manufacturer's rating of seating capacity for the Vehicle;
- h) not drive a Taxicab or Limousine with luggage or any object placed in, hung on or attached to the Vehicle in such a manner as may obstruct the Taxi Driver's view;
- i) not operate a Taxicab for hire while carrying a Passenger or goods without keeping the Taxicab Meter in operation at all times, unless providing Taxicab service pursuant to Section 9.04 of this By-law;
- j) not request or charge any fare for the use of a Taxicab other than that recorded on the Taxicab Meter, unless providing Taxicab service pursuant to Sections 11.06, 11.07, 11.08, 11.09 and 11.10 of this by-law and not request or receive any higher fare or charge a rate other than the rate specified in Appendix B of this bylaw;
- k) not charge any fare for the use of a Limousine other than that previously arranged between the Owner, Operator, Broker or Taxi Driver and Passenger in accordance with Section 11.10 of this bylaw;
- l) not charge for time lost through defects or inefficiency of the Vehicle or incompetence in driving;

- m) not charge for time consumed by the early arrival of the Taxi Driver in response to an appointment made in advance;
- n) be permitted, where an appointment for service is made in advance, to charge for time consumed in waiting for a Passenger following the appointed time for arrival of the Taxi Driver;
- o) not charge for time consumed in providing service to a Person who has not made an appointment for service in advance until the Passenger and the Taxi Driver are seated in the Vehicle;
- p) not charge a Passenger for the cost of proceeding to an establishment for change or for waiting time while a Passenger obtains change when the amount tendered in payment for the fare is of greater value than the sum due and is in the amount of twenty dollars (\$20.00) or less;
- q) allow for a maximum of five minutes loading time, from the time the passenger makes contact with the driver, to allow the passenger to load their property in to the vehicle, prior to engaging the Taxicab Meter;
- r) keep all appointments and engagements punctually;
- s) take proper care of all baggage and other personal property placed in the Taxi Driver's care for conveyance;
- t) deliver all property, goods or money left in error by any Passenger in the Vehicle to such Passenger, or notify such Passenger where such property, goods or money may be recovered, or, if such Passenger is unknown, deliver the property, goods or money to the City of Kawartha Lakes Police Station;
- u) not pick up any additional Passengers once the Vehicle has been hired and currently in use by another Passenger or group of Passengers;
- v) not disengage the Taxicab Meter during stops between the pick-up point where the journey began and the final destination;
- w) take the most direct route possible to the requested destination unless directed otherwise by a Passenger;
- x) examine the Vehicle for mechanical defects or interior and exterior damage each day before commencing the operation of the Vehicle;
- y) ensure that the Vehicle which he or she is driving is maintained:
 - i. in a clean condition as to its exterior;
 - ii. in a clean, dry and odour-free condition as to its interior;
 - iii. free of debris left by Passengers; and,

- iv. free of personal effects of the Taxi Driver not required in the conduct of normal driving duties, while it is in his or her possession;
- z) report any detected defects in the Vehicle, or damage occasioned to the Vehicle, forthwith to the Owner, Operator or Broker;
- aa)if requested, give a Passenger a receipt showing:
 - i. the Taxi Driver's name;
 - ii. the Taxi Driver's Licence number;
 - iii. the Taxi Plate number;
 - iv. the date and time of the trip;
 - v. the points of origin and destination of the trip;
 - vi. the cost of the trip, indicating the Goods and Services Tax (GST) included in the fare;
 - vii. the registration number supplied by the Minister of National Revenue pursuant to which the Goods and Services Tax collected for the trip will be remitted to the Receiver General of Canada;
- bb)display his or her Taxi Driver photograph identification card issued by the City, in accordance with Section 6.05;
- cc) ensure that the light of the roof sign of the Taxicab is illuminated when the Taxicab is available for hire, and extinguished when the Taxicab Meter is engaged;
- dd)take a position at the end of any line formed by Taxicabs already in a Taxicab Stand when entering a Taxicab Stand;
- ee)not enter or attempt to enter a Taxicab Stand where there is insufficient place for the Taxicab within the Taxicab Stand;
- ff) not enter or attempt to enter a Taxicab Stand where the Taxicab Owner's, Operator's or Broker's Licence does not permit the commencement of the conveyance of Passengers or goods in which the Taxicab Stand is located;
- gg)not obstruct or interfere with:
 - i. the use of a Taxicab Stand;
 - ii. the use of a Public Place; or
 - iii. the surrounding traffic patterns, while waiting in a Vehicle or at a Taxicab Stand or at any public parking place;
- hh)be sufficiently close to the Taxicab to have it under constant observation while parked in a Taxicab Stand or Public Place while waiting for hire;

- ii) not refuse to serve the first Person requesting the service of his or her Taxicab except as provided by Section 8.01 (ii);
- jj) not refuse to permit a service animal while serving a person with a disability;
- kk) have the right to refuse to serve any Person requesting the services of any Vehicle if:
 - i. the Vehicle is engaged for other service;
 - ii. the Person requesting the service owes the Taxi Driver for a previous fare or service;
 - iii. the Person requesting the service refuses to pay in a form of remuneration acceptable to the Owner, Operator or Broker;
 - iv. the Person requesting service, upon being requested by the Taxi Driver refuses to disclose the final destination immediately after entering the Vehicle;
 - v. the Person requesting service asks the Taxi Driver to drive to any place in circumstances which the Taxi Driver reasonably believes to be unsafe;
 - vi. the Person requesting service has an excessive number of items that will not fit within the Vehicle, or will obstruct the Taxi Driver's vision or ability to operate the Vehicle in a safe manner;
 - vii. the Person requesting service demands to be accompanied by a number of Passengers which exceeds the number of seat belt assemblies available for Passengers;
 - viii. the Person requesting service is unduly obnoxious or abusive, in which event such Taxi Driver shall immediately record in writing the reasons for such refusal and shall retain the record for a period of ninety (90) days;
- ll) open the trunk of the Vehicle whenever a Passenger has luggage to be placed in the trunk of the Vehicle;
- mm) open the door of the Vehicle for any Passenger requesting the services of a Taxicab or Limousine;
- nn) not terminate a trip on the left side of a one-way street;
- oo) not induce any Person to engage a Vehicle through any misleading or deceiving statement or representations to that Person about:
 - i. the location of any destination named by that Person;
 - ii. the distance to any destination named by that Person; or,
 - iii. the approximate charge for conveyance to any destination named by that Person;

pp) prohibit the use of artificial scents in the taxicab or limousine whether or not the taxicab or limousine is in service.

- 8.02 **Failure to Comply:** Failure to comply with any of the provisions of this Section is an offence.

Section 9.00: Accessible Taxicabs

- 9.01 **Accessible Taxicab Requirements:** All Accessible Taxicabs shall, at all times, comply with *R.R.O. 1990, Regulation 629, Accessible Vehicles*, under the *Highway Traffic Act R.S.O. 1990 c.H.8.* and shall;

- a) be equipped with an interior mirror designed to provide the driver with a view of the passengers;
- b) be equipped with lights arranged to illuminate all of the interior of the vehicle that shall be constantly lit during the loading or unloading of passengers, and be sufficient to permit the safe on-board movement of passengers;
- c) be equipped with lights above or beside each passenger access door that shall, be constantly lit when the door is open, be shielded to protect the eyes of entering and exiting passengers, and illuminate, the ramp, lift or step nosing,
- d) be equipped with a means of securing in the open position, each passenger access door or emergency exit door that could be subject to unintentional closing during the loading or unloading of passengers;
- e) have an interior that is free of any sharp projections that may constitute a hazard to passengers;
- f) have floor covering in the aisle and on the steps that is slip resistant, fire-retardant and securely bonded or fastened, produces minimal glare, and is composed of wear-resistant rubber or equivalent material, or carpet with a low, firm and level pile or loop;
- g) have steps that have full-width yellow or white step nosing's that are colour-contrasted with their background, have closed risers, and have uniform riser heights and tread depths, subject to the structural limitations of the vehicle;
- h) conform with Canada Motor Vehicle Safety Standard 302 regarding flammability;
- i) be equipped with at least one dry-chemical-type fire extinguisher bearing the label of a recognized testing agency, showing a rating of not less than 2-A:10-B:C, and equipped with a pressure gauge

indicating that the fire extinguisher is adequately charged, and be contained in the extinguisher manufacturer's bracket;

j) be equipped with a unitized first aid kit in a sturdy, dustproof removable container containing the following:

- i. packets containing hand cleansers and gauze cleansing pads,
- ii. adhesive dressings, individually wrapped,
- iii. compress dressings,
- iv. eye dressing kits,
- v. gauze dressings,
- vi. gauze bandages,
- vii. adhesive tape,
- viii. triangular bandages,
- ix. rolled metal splint,
- x. one pair of scissors,
- xi. one pair of sliver tweezers, and
- xii. safety pins.

9.02 **Accessible Taxicab Fare Requirements:** All Owners, Operators, Brokers or Drivers of taxicabs are prohibited from charging a higher fare or an additional fee for persons with disabilities than for persons without disabilities for the same trip, or charging a fee for the storage of mobility aids or mobility assistive devices;

9.03 **Owner, Operator and Broker Requirements:** Every Owner, Operator or Broker shall:

- a) provide accessible taxicab service on a priority basis to any person with a disability who requests such service;
- b) make available vehicle registration and identification information in an accessible format to persons with disabilities who are passengers
- c) maintain and produce detailed records of all taxicab service requests to be kept for four years and produced upon request;
- d) notify the Licensing Officer within 24 hours of any incident where there is reasonable cause to believe that an accessible driver has refused to provide service or has failed to book-in;
- e) take appropriate measures to notify the customer of the arrival of the taxicab;
- f) prohibit the use of artificial scents in the accessible taxicab whether or not the taxicab is in service;

- g) ensure all accessible vehicles are equipped with a rear sensor capable of detecting a person or object behind the vehicle to alert the driver when backing up;
 - h) define “request for accessible service” to mean any request made by a “person with a disability” as defined by the by-law to include a person with an injury or a condition where they have some type of mobility impairment”;
 - i) ensure the accessible vehicle used is ready to transport a minimum of one standard motorized wheelchair without having to reconfigure vehicle equipment or remove passenger seats to accommodate the wheelchair or scooter;
 - j) outline the days and hours the accessible taxicab will be available for service;
 - k) provide wheelchair and occupant restraint training to all drivers of the accessible vehicle and provide documentation with the plate application to confirm that this training has been completed with the driver.
- 9.04 **Taxicab/Limousine Driver Requirements:** In addition to complying with the provisions outlined in Section 8.01 of this b-law, all accessible taxicab drivers shall:
- a) provide accessible taxicab service on a priority basis to any person with a disability who requests such service;
 - b) wear a photo identification tag that clearly identifies them as an accessible taxicab driver;
 - c) bring the accessible taxicab as close to a building’s accessible entrance as lawfully possible;
 - d) take appropriate measures to notify the customer of the arrival of the taxicab;
 - e) accompany the customer to and from the immediate interior of the building;
 - f) provide support and carry items for the customer.
 - g) carefully fasten the passenger seat belts;
 - h) secure the customer’s mobility aids in accordance with the vehicle specifications;

- i) address customer concerns before commencing the fare;
- j) request and wait for paramedic services if the customer requires medical attention (unless a friend or family member is present);
- k) prohibit the use of artificial scents in the accessible taxicab whether or not the taxicab is in service;
- l) define “request for accessible service” to mean any request made by a “person with a disability” as defined by this or any other applicable by-law;
- m) ensure the accessible vehicle used is ready to transport a minimum of one standard motorized wheelchair without having to reconfigure vehicle equipment or remove passenger seats to accommodate the wheelchair or scooter;
- n) be in compliance with all requirements in Section 8.00 of this by-law.

Section 10.00: Transportation Network Companies

10.01 **Licensing Requirements:** All Transportation Network Companies, Drivers, and Vehicles that wish to operate within the City must obtain the corresponding Licence. Failure to do so is an offence.

10.02 **Application Requirements:** Each application form will require information to be provided, and other necessary papers to be completed or submitted by the Applicant in conjunction with his or her application, where applicable, in support of the information in the form as outlined below:

1. Transportation Network Company Business Licence:

- a) a fully completed application form as supplied by the City;
- b) proof of general business liability insurance in an amount of at least \$2 million; and
- c) a signed document that confirms all local employees have received accessibility training as required by the *Accessibility for Ontarians with Disabilities Act, 2005, Ontario Regulation 429/07*.

2. Transportation Network Company Drivers Licence:

- a) a completed application form as supplied by the City;
- b) a Police Criminal Record Check obtained from their local Police Station issued no more than 30 days prior to the date of application;

- c) a Driver's Abstract obtained from the Ministry of Transportation issued no more than 30 days prior to the date of application; and
- d) a copy of valid Ontario Driver's Licence.

3. Transportation Network Company Vehicle Licence:

- a) a completed application form supplied by the City for each
- b) Vehicle to be licensed ;
- c) a copy of current Ontario Motor Vehicle Permit for each Vehicle to be licensed;
- d) a copy of current Safety Standards Certificate signed by a licensed mechanic for each Vehicle to be licensed issued no more than 36 days prior to the date of application;
 - i. the original Vehicle/Meter Inspection Report for each Vehicle to be licensed; and
 - ii. a copy of Certificate of Insurance with public liability coverage in the amount of \$2 million and an endorsement to carry Passengers for compensation for each Vehicle to be licensed.

10.03 **Vehicle Inspection Requirements:** The Licensing Officer or designate shall inspect each Vehicle and its equipment as prescribed under Section 10.02 (3) prior to the issuance of any Licence and at any other time deemed appropriate by the Licensing Officer.

10.04 **Photograph:** The Licensing Officer or designate shall take a photograph of every Applicant under Section 10.02 (2), which shall be filed with the City and upon application for renewal of Licence, the Applicant shall attend for a new photograph if required to do so by the City.

10.05 **Additional Criteria Considered:** The Licensing Officer may deny a Licence or issue a Licence with specific conditions based on, but not limited to the following criteria:

- a) the Applicant has been found to have discriminated against a member of the public contrary to *The Ontario Human Rights Code R.S. O. 1990 c.H. 19*;
- b) the Applicant has been convicted of an offence pursuant to the *Criminal Code of Canada, R.S.C. 1985, c. C.46*;
- c) the Applicant has been convicted of an offence pursuant to *the Highway Traffic Act, R.S.O. 1990, c. H.8*;

- d) the Applicant was previously convicted of an offence pursuant to this or a predecessor by-law;
 - e) the Applicant is financially obligated to the City in some manner other than for current taxes; and
 - f) the Applicant is in breach of this or some other City by-law or law of Ontario or Canada.
- 10.06 **Licence Refusal:** The Licensing Officer has the right to deny the issuance of, or revoke a Licence if any of the terms of this By-law are not met. If the application is denied, the Applicant has the right to appeal the decision in accordance with the procedures outlined in Section 5.03.
- 10.07 **Disclosure of Private Information:** It shall be a condition of every licence that an Owner or Operator shall consent to the disclosure of all records and personal information with respect to any licence application, approval refusal or revocation to any law enforcement agency, provincial ministry, federal department, agency, board or commission thereof or any other municipality, or to the Owner of the Taxicab business, pursuant to the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990,c.m.56,s.32.
- 10.08 **Time Limited:** Except as otherwise provided in this By-law, Licences shall be issued for a maximum period of one year and shall come into effect on the date that they are issued, and expire on October 31 of that same year.
- 10.09 **Soliciting Passengers:** Transportation Network Drivers shall not accept street hails. Failure to comply with this section is an offence

Section 11.00: Administration of Business and Fares

- 11.01 **Place of Business:** Every Owner, Operator, or Broker must provide and maintain a place of business within the City limits, which will accommodate the number of Vehicles proposed to operate such Business, and have an office that is accessible to the general public.
- 11.02 **Staffing:** It is also required that every Owner, Operator or Broker have a sufficient number of licensed Taxi Drivers and staff to enable him or her to operate the number of Taxicabs and or Limousines to be licensed, available for service in transporting Passengers.
- 11.03 **Taxicab Meter to be Engaged:** It shall be an offence to operate a Taxicab within the boundaries of the Core Areas as outlined in Schedule “A” without activating the Taxicab Meter as soon as a Passenger enters a Taxicab and ensuring that it remains activated until such trip is completed.

- 11.04 **Fares:** It shall be an offence for any Owner, Operator, Broker or Taxi Driver to charge any fare or fee higher than those outlined in Schedule “B” of this by-law.
- 11.05 **Journeys Within Core Areas:** It shall be an offence for any Owner, Operator, Broker or Taxi Driver to charge any fare or fee higher than those prescribed in Schedule “B” of this by-law for journeys beginning and ending within the Core Areas as outlined in Schedule “A” of this by-law. Failure to comply with this section is an offence.
- 11.06 **Journeys Between Core Areas:** Notwithstanding the provisions of Sections 11.03 and 11.04, fares not higher than the taxi fares as outlined in Schedule “B” of this by-law are to be charged for travel between areas as outlined in Schedule “A”. Failure to comply with this section is an offence.
- 11.07 **Journeys Outside of the City of Kawartha Lakes:** Notwithstanding the provisions of Sections 11.05 and 11.06, a Flat Rate charge, at an amount agreed upon by the taxi company and the passenger(s), may be applied for trips that end outside of the city boundaries.
- 11.08 **Discounting Rates:** Notwithstanding Sections 11.03, 11.04, 11.05, 11.06, 11.07, Taxicab Owners, Taxicab Brokers, and Taxi Cab Drivers may,
- a) offer discounted rates negotiated with the passengers prior to the beginning of the journey for trips between Core Areas.
 - b) offer discounted rates to passengers over the age of 65 or persons with disabilities for journeys within and between Core Areas.
- 11.09 **Contracting Services:** For the purposes of negotiating on-going transportation contracts with corporate or government entities, Taxicab and Limousine Businesses may negotiate fee-for-service rates outside of the rates prescribed in Schedule “B” of this by-law.
- 11.10 **Limousine Rates:** Limousine Owners and Drivers may negotiate fee-for-service rates outside of the rates prescribed in Schedule “B” of this by-law.

Section 12.00: Licences Issued for the Purpose of Compliance with the Regulations of the Greater Toronto Airport Authority

- 12.01 **Additional Licences to be Permitted:** Two (2) additional Taxicab Business Licences and Two (2) Taxi Plates may be issued for the express purpose of compliance with the regulations of the Greater Toronto Airport Authority to allow operation of these Taxicabs at Lester B. Pearson Airport in Toronto, and shall be issued in accordance with this By-law. Taxi Drivers of the Taxicabs to whom these additional Licences are issued may

apply for a Taxi Driver Licence in accordance with the provisions of this By-law.

- 12.02 **Conditions:** All Licences issued under Section 10.01 are owned by the City of Kawartha Lakes and cannot be transferred or assigned by any Licensee to whom they are issued. When and if they are no longer required or are expired, revoked or suspended, such licences must be surrendered to the City of Kawartha Lakes.

Section 13.00 Enforcement and Penalties

- 13.01 **Enforcement:** Municipal Law Enforcement Officers, Licensing Officer, Peace Officers, Police or any other Person designated by Council may enforce this By-law.
- 13.02 **Obstruction:** No person shall hinder or obstruct, or attempt to hinder or obstruct, any person exercising a power or performing a duty under this By-law.
- 13.03 **Offence and Penalty:** Every Person who contravenes any of the provisions of this by-law is guilty of an offence pursuant to Section 429 of the *Municipal Act, 2001, S.O. 2001, c. 25* and all contraventions of this by-law are designated continuing offences.
- 13.04 **Offence by an Individual:** Every Person, excluding a corporation, who is convicted of an offence under this by-law, is liable to a fine as stipulated by the set fines as attached to this by-law or as stipulated by the *Provincial Offences Act R.S.O. 1990, CHAPTER P.33*.
- 13.05 **Offence by a Corporation:** Every corporation who is convicted of an offence under this by-law is liable to a maximum fine of Fifty Thousand Dollars (\$50,000) for the first offence and a maximum fine of One Hundred Thousand Dollars (\$100,000) for any subsequent offence in accordance with the *Municipal Act, 2001, S.O. 2001, c. 25* and *Provincial Offences Act R.S.O. 1990, CHAPTER P.33*.
- 13.06 **Multiple Offences:** The conviction of an offender for the breach of any provision of this By-law shall not operate as a bar to a prosecution against the same offender upon any subsequent or continued breach of any provision of this By-law.
- 13.07 **Court Order:** If this By-law is contravened and a conviction entered, the court in which the conviction is entered and any court that has jurisdiction thereafter may, in addition to any other remedy and to any penalty imposed, make an order prohibiting the continuation or the repetition of the offence.

Section 14.00: Administration and Effective Date

14.01 **Administration of the By-law:** Unless otherwise indicated in this By-law, the administration of this By-law is assigned to the City Clerk whom may delegate the performance of any of the functions under this By-law from time to time as occasion requires.

14.02 **Ongoing Matters:** The by-law listed in Section 12.01 shall remain in force and effect for the purpose of conclusion of any legal proceedings commenced under that by-law prior to the effective date of this By-law, and for the purpose and effect of the validity of any Licence issued pursuant to that by-law for the calendar 2016.

14.03 **References to Predecessor By-laws:** References in other by-laws governing Kawartha Lakes to any historically applicable Licensing by-law are deemed to be references to this By-law.

14.04 **Effective Date:** This By-law shall take effect on January 30, 2018.

By-law read a first, second and third time, and finally passed, this 30th day of January, 2018.

Andy Letham, Mayor

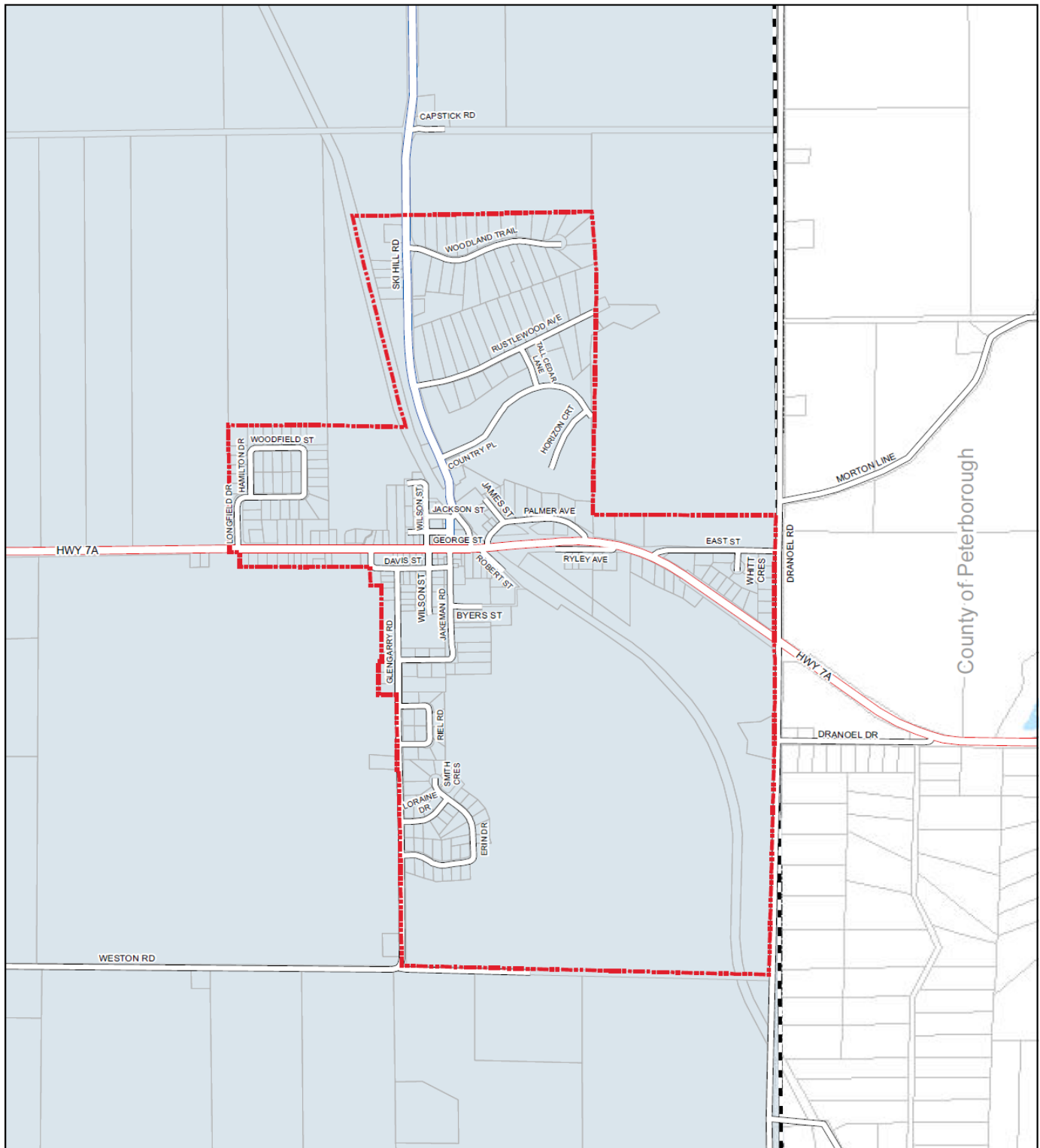
Cathie Ritchie, City Clerk




Schedule “A”

By-law 2018-____

The Corporation of the City of Kawartha Lakes

Core Areas

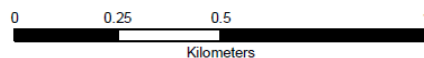


-  Site Plan Control Boundary
-  City of Kawartha Lakes Boundary
-  Teranet Parcel Fabric - Jan 2014

Site Plan Control Area - Bethany City of Kawartha Lakes


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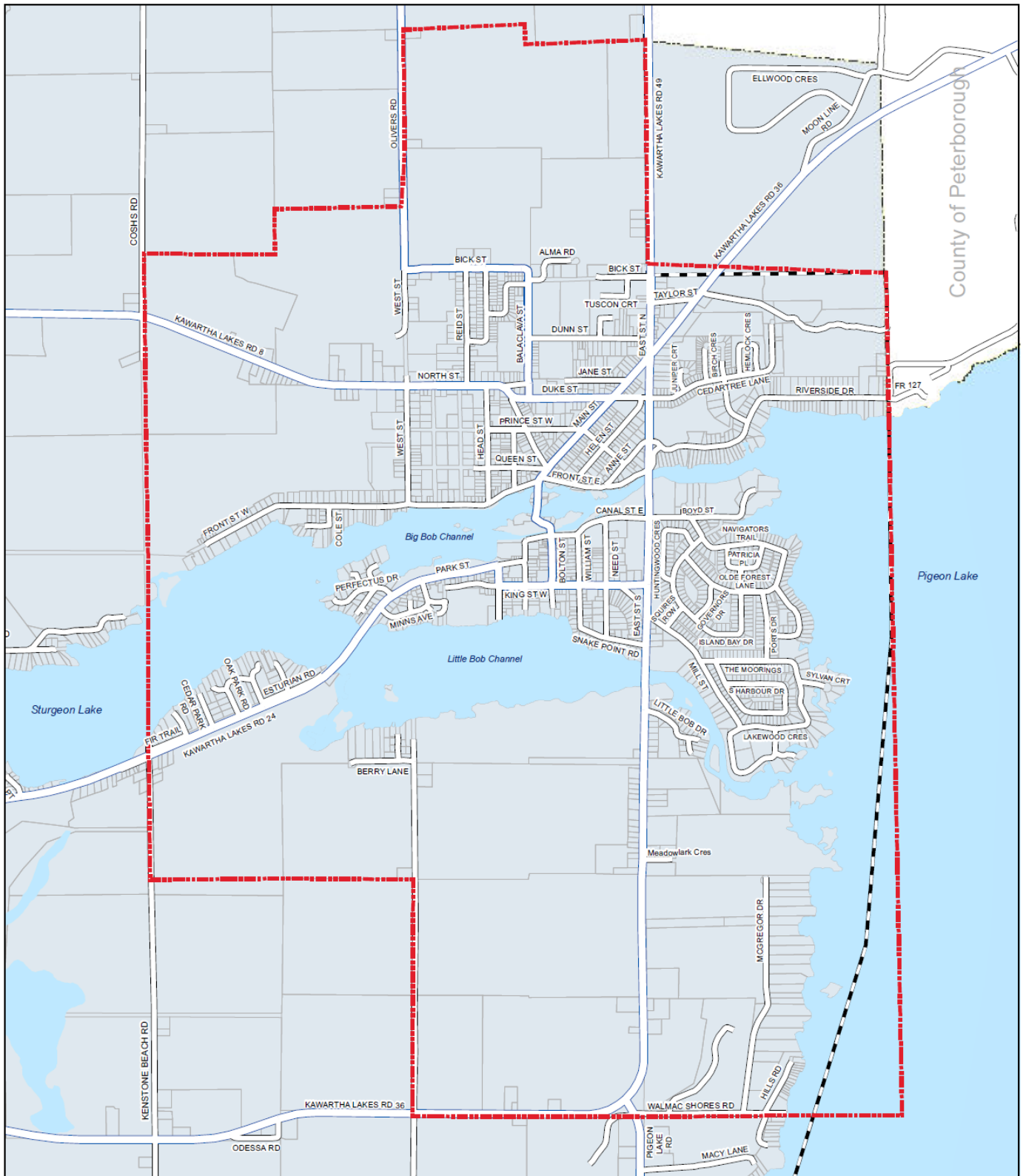
City of
KAWARTHA LAKES




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Mapping & GIS Division

Date: 2/12/2014



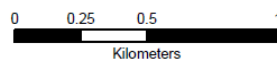
-  Site Plan Control Boundary
-  City of Kawartha Lakes Boundary
-  Teranet Parcel Fabric - Jan 2014

Site Plan Control Area - Bobcaygeon City of Kawartha Lakes

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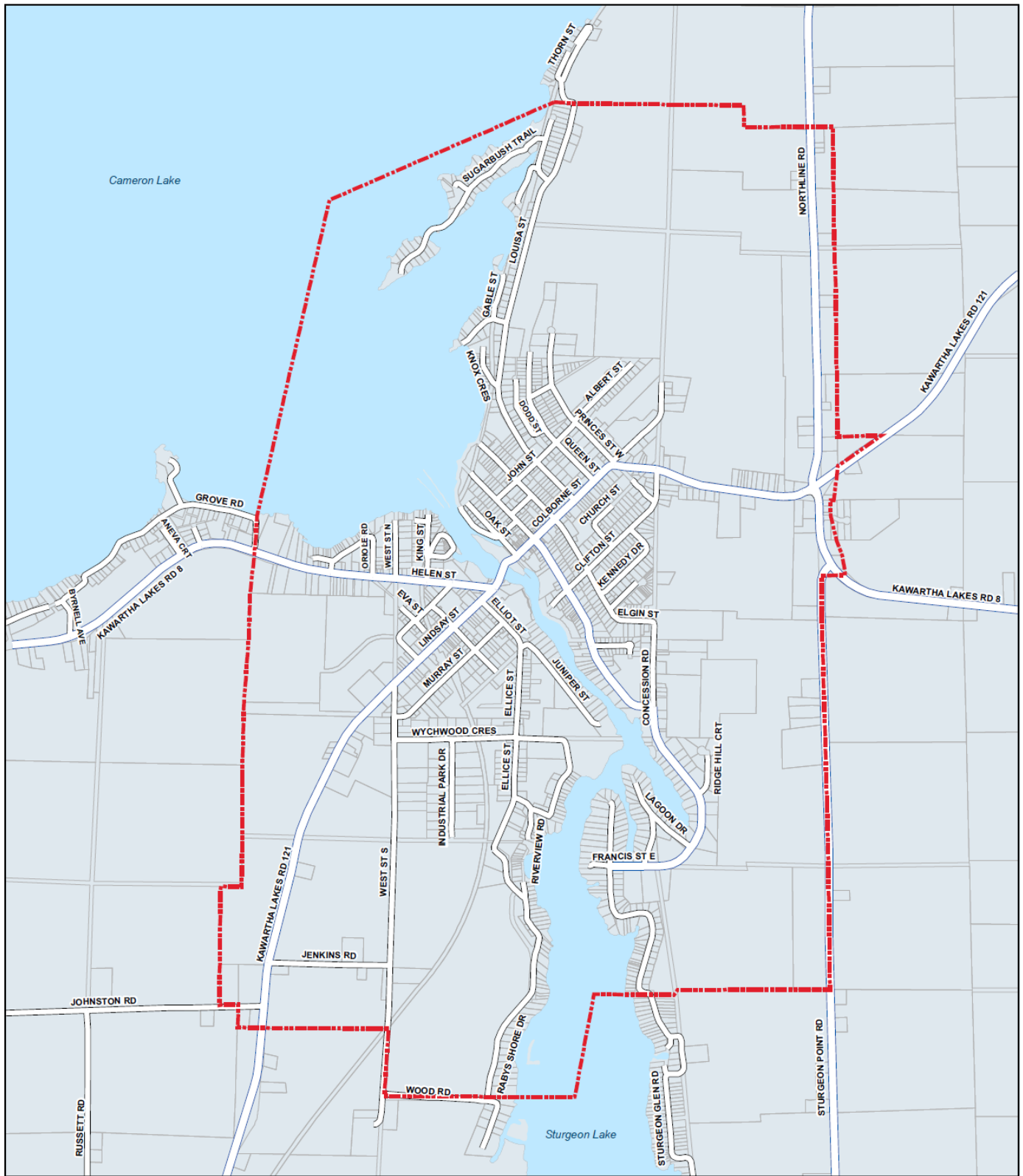
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Mapping & GIS Division

Date: 2/19/2014



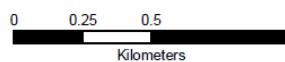
Site Plan Control Area - Fenelon Falls **City of Kawartha Lakes**


-  Site Plan Control Boundary
-  Teranet Parcel Fabric - Jan 2014

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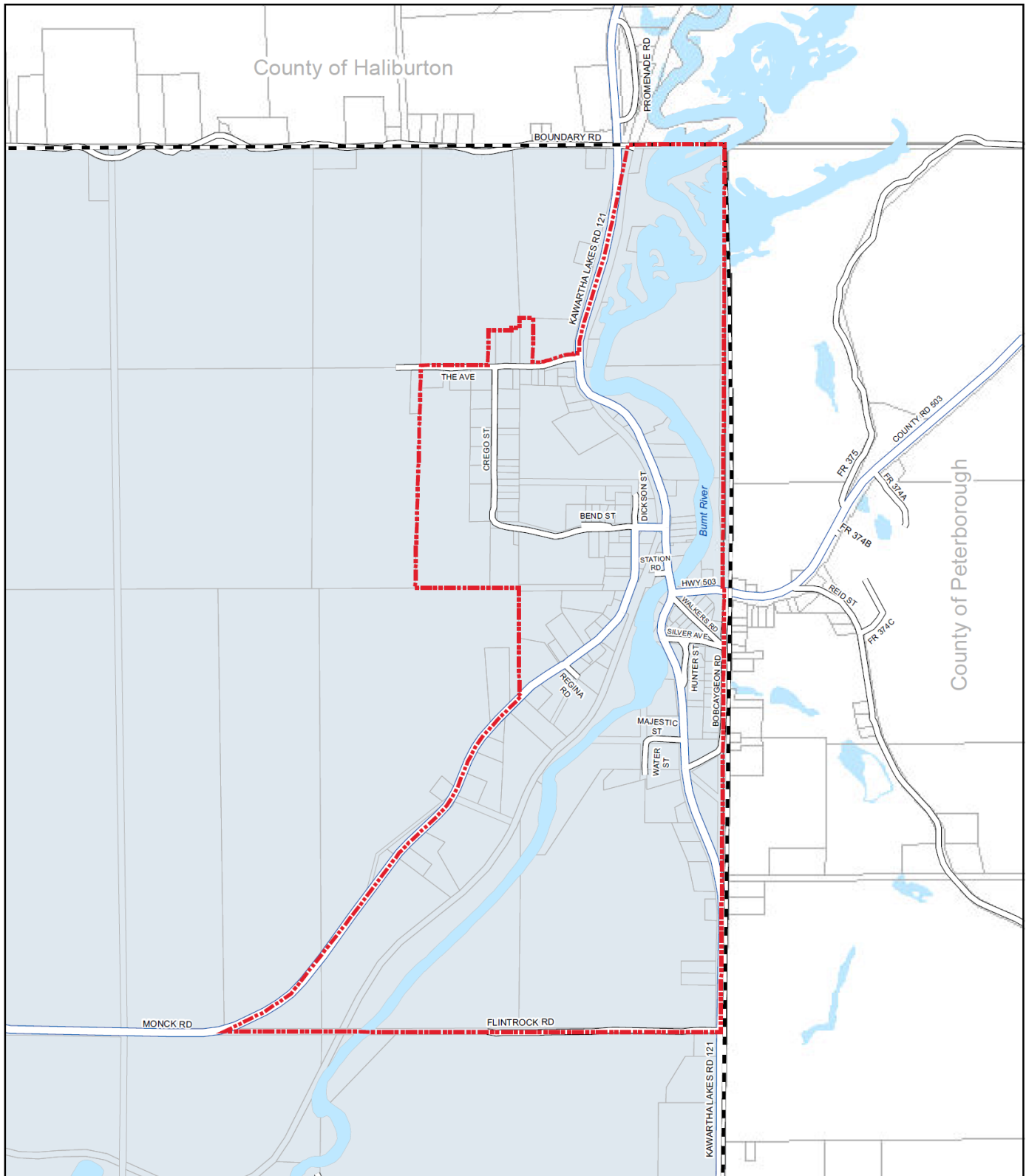
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City of
KAWARTHA LAKES
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Mapping & GIS Division
Date: 2/19/2014



Site Plan Control Boundary

City of Kawartha Lakes Boundary

Teranet Parcel Fabric - Jan 2014

Site Plan Control Area - Kinmount

City of Kawartha Lakes

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Kilometers

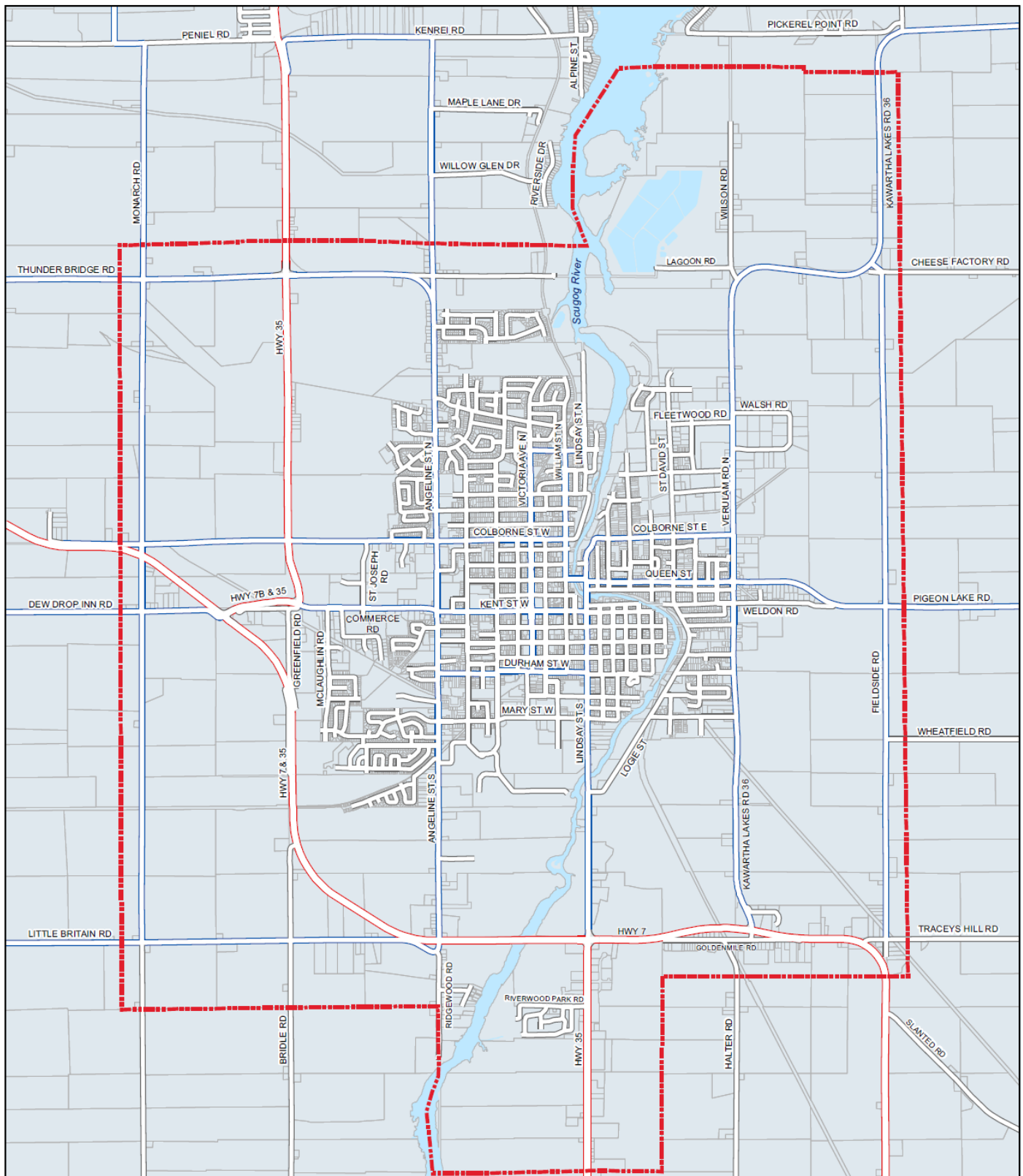
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City of KAWARTHA LAKES

Catch the Kawartha spirit

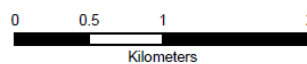
Mapping & GIS Division Date: 2/12/2014



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Teranet Parcel Fabric - Jan 2014

Site Plan Control Area - Lindsay City of Kawartha Lakes

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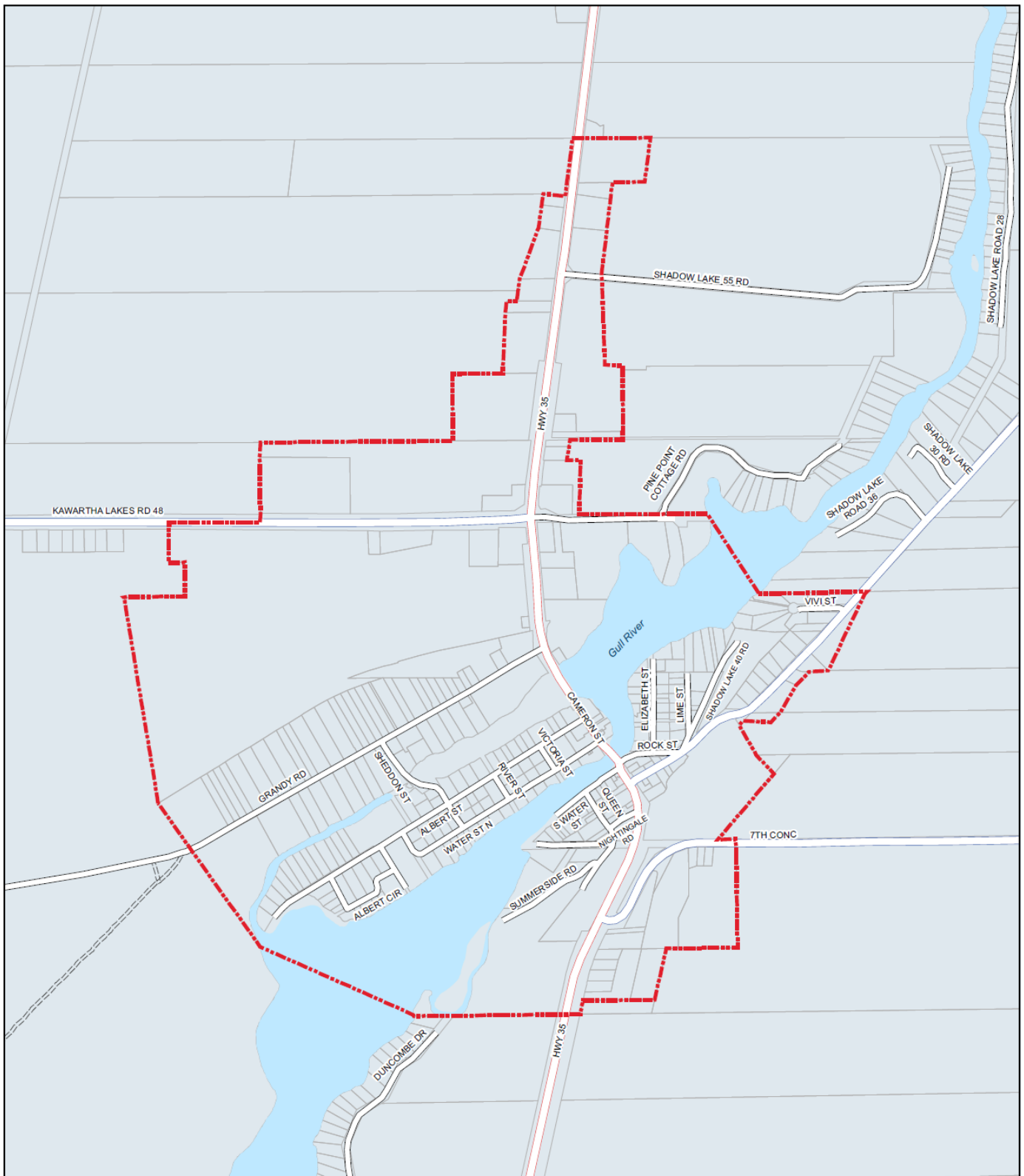


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Mapping & GIS Division

Date: 2/19/2014



Site Plan Control Area - Coboconk
City of Kawartha Lakes

Site Plan Control Boundary
 Teranet Parcel Fabric - Jan 2014

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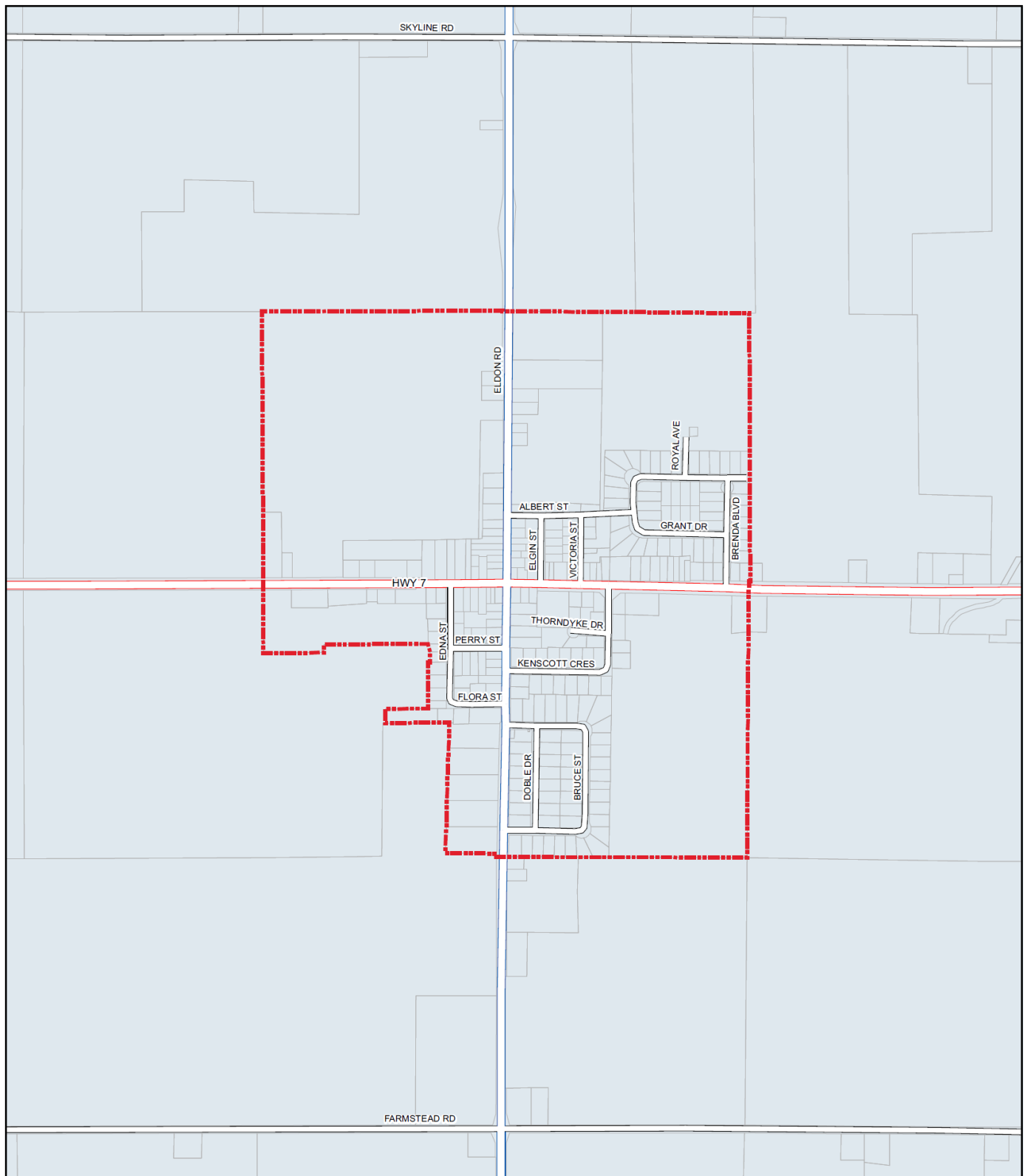
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Kilometers

City of
KAWARTHA LAKES

Catch the Kawartha spirit

Mapping & GIS Division

Date: 2/12/2014



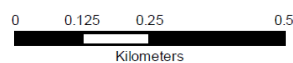
 Site Plan Control Boundary
 Teranet Parcel Fabric - Jan 2014

Site Plan Control Area - Oakwood City of Kawartha Lakes

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City of

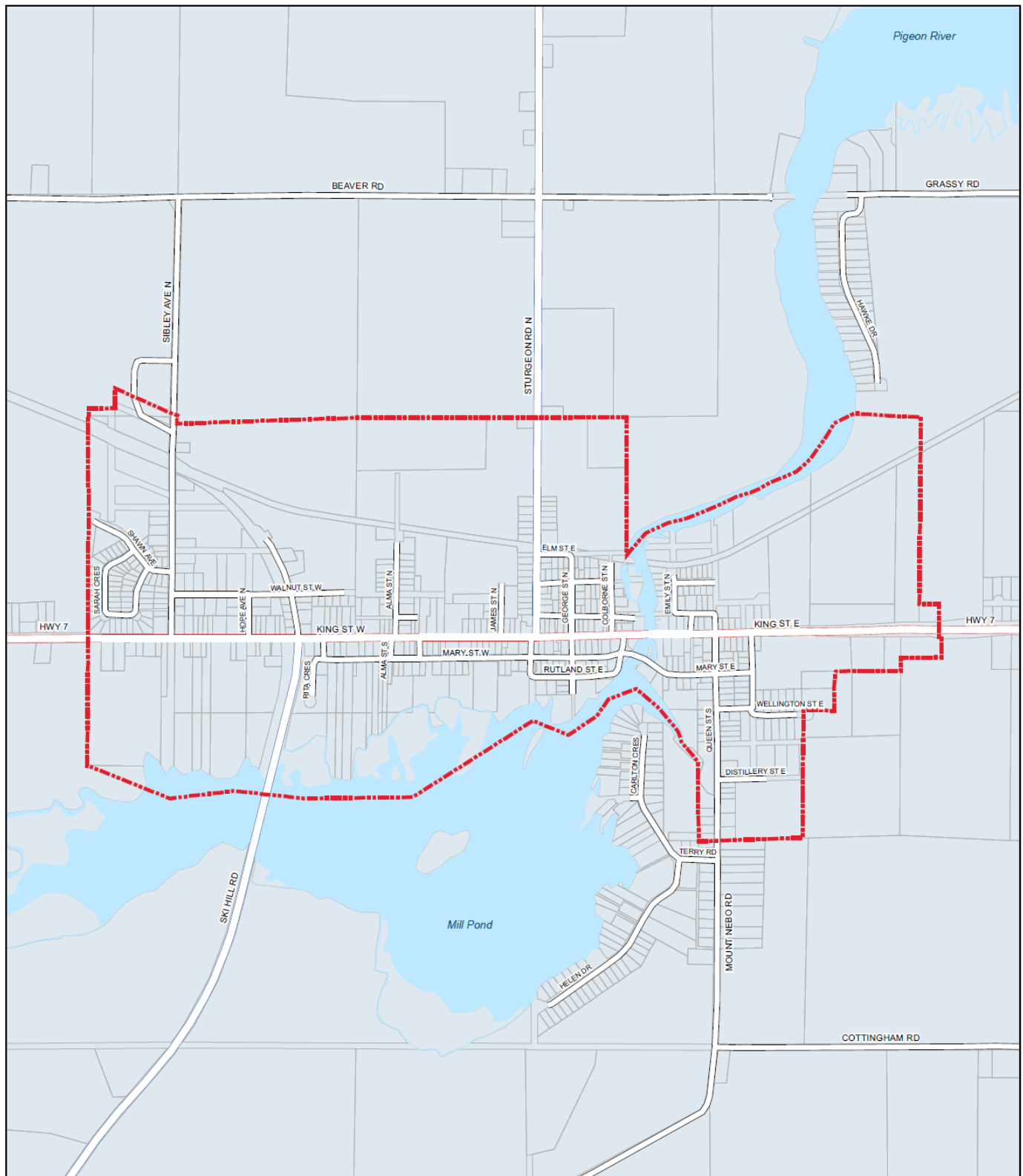
KAWARTHA LAKES



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Mapping & GIS Division

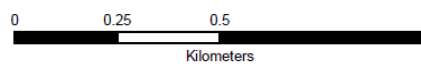
Date: 2/12/2014



 Site Plan Control Boundary
 Teranet Parcel Fabric - Jan 2014

Site Plan Control Area - Omeme City of Kawartha Lakes

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City of

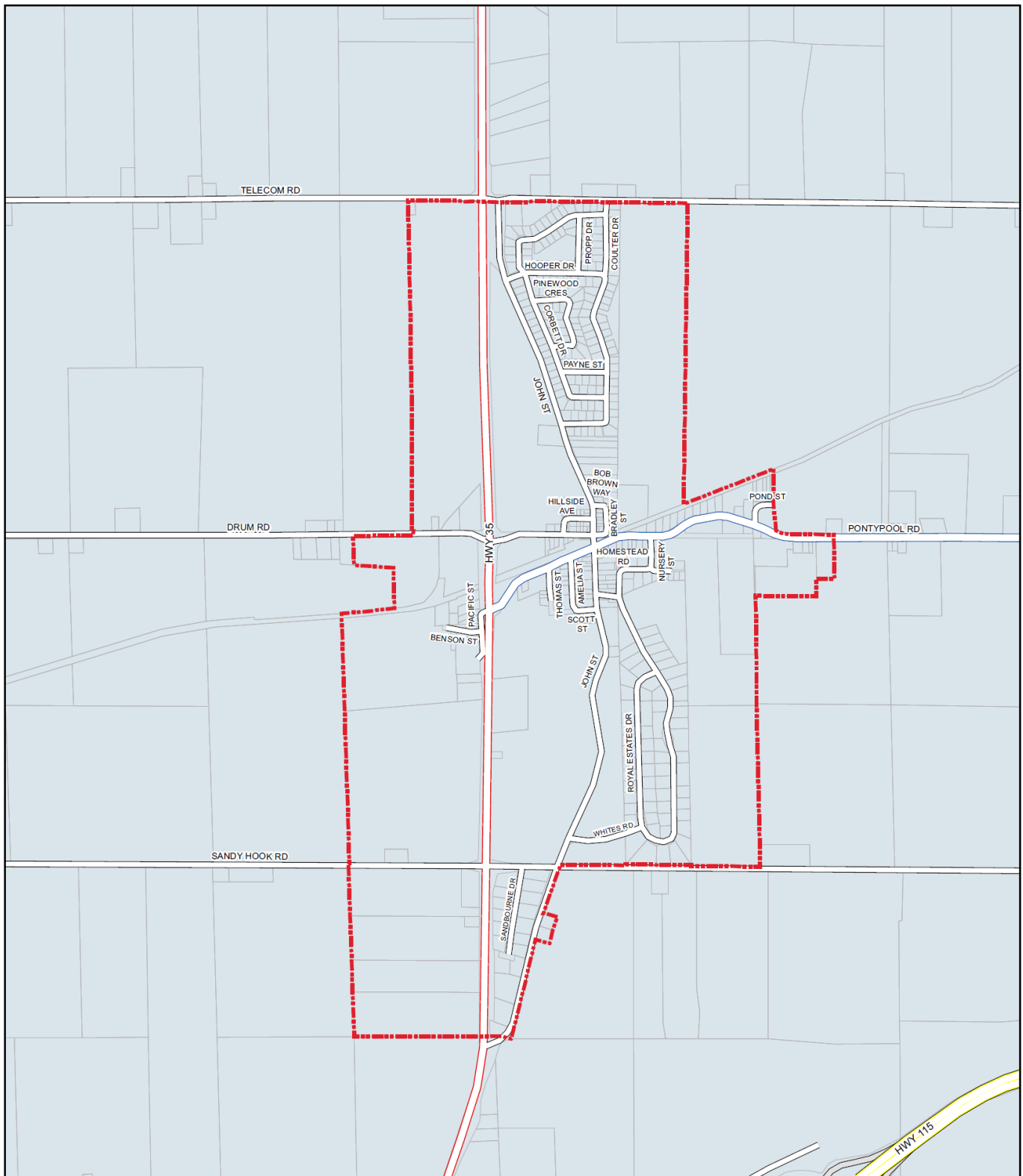
KAWARTHA LAKES

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Mapping & GIS Division

Date: 2/12/2014



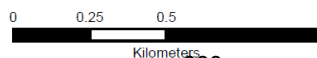
 Site Plan Control Boundary
 Teranet Parcel Fabric - Jan 2014

Site Plan Control Area - Pontypool City of Kawartha Lakes

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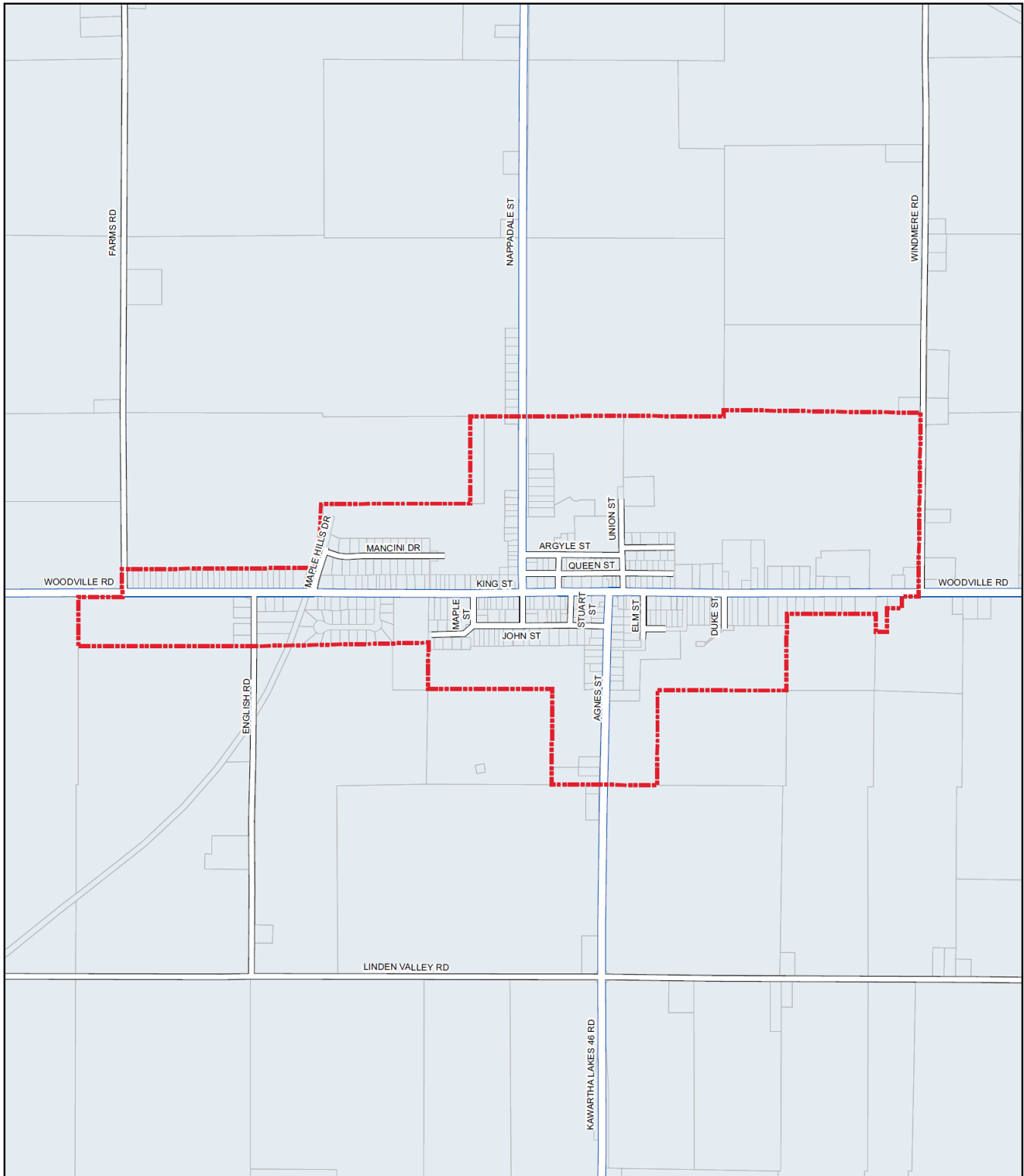
City of
KAWARTHA LAKES

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Mapping & GIS Division

Date: 2/12/2014

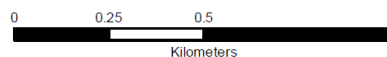


 Site Plan Control Boundary
 Teranet Parcel Fabric - Jan 2014

Site Plan Control Area - Woodville City of Kawartha Lakes


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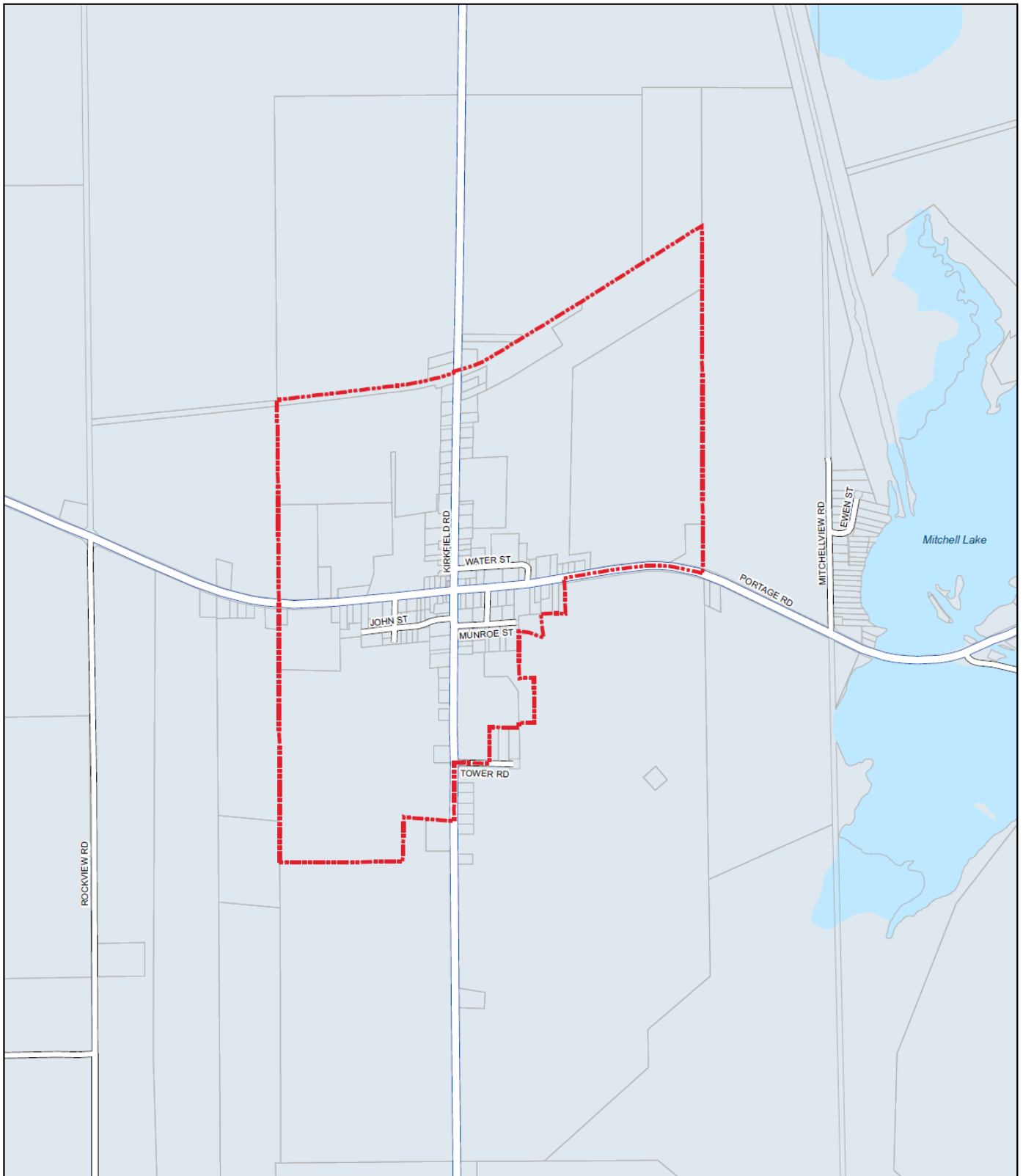




City of
KAWARTHA LAKES

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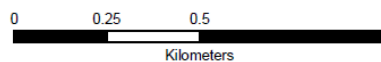
Mapping & GIS DivisionDate: 2/12/2014



 Site Plan Control Boundary
 Teranet Parcel Fabric - Jan 2014

Site Plan Control Area - Kirkfield City of Kawartha Lakes

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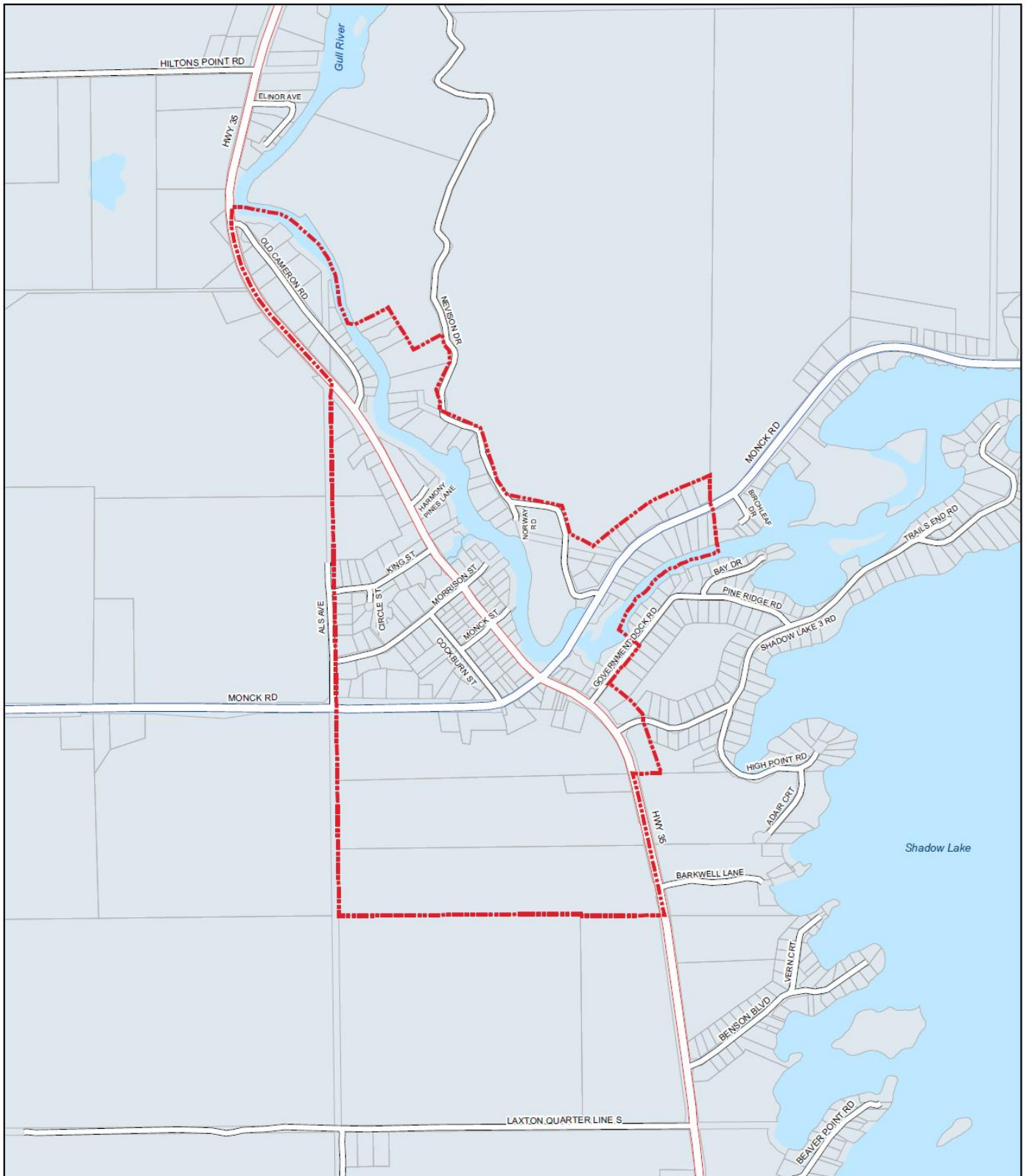
City of
KAWARTHA LAKES


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Mapping & GIS Division

Date: 2/12/2014

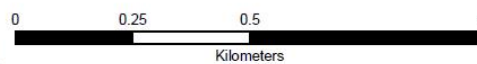


 Site Plan Control Boundary
 Teranet Parcel Fabric - Jan 2014

Site Plan Control Area - Norland City of Kawartha Lakes


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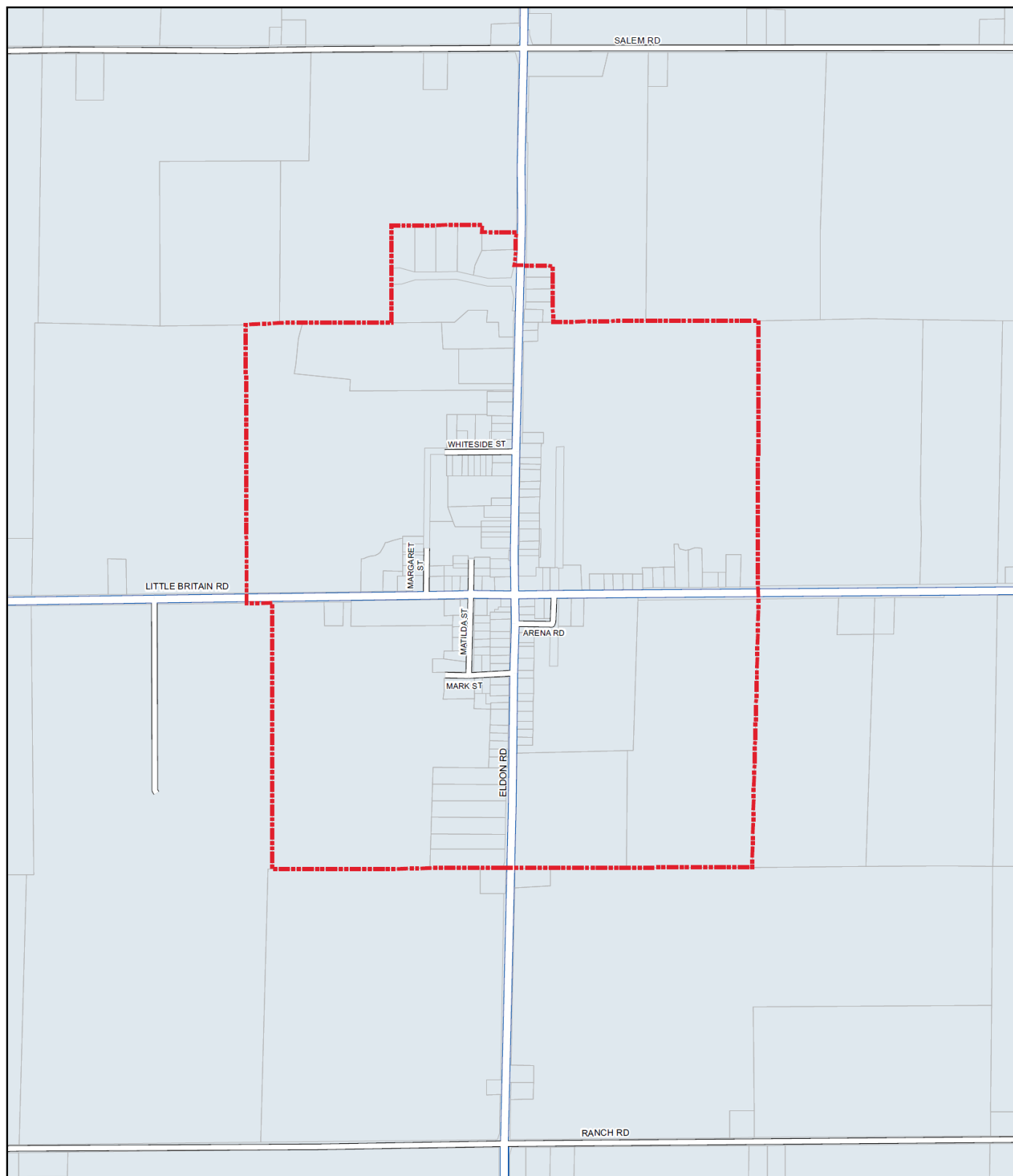
City of
KAWARTHA LAKES

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Mapping & GIS Division

Date: 2/19/2014



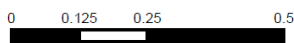
 Site Plan Control Boundary
 Teranet Parcel Fabric - Jan 2014

Site Plan Control Area - Little Britain City of Kawartha Lakes

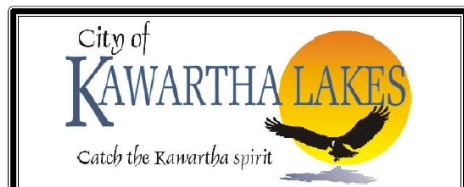
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Mapping & GIS Division

Date: 2/12/2014

Schedule “B”

By-law 2018-____

The Corporation of the City of Kawartha Lakes

Type of Journey	Start Rate	Per Kilometer Rate
Taxicab Meter Rate for In-Town Journeys	\$3.75	\$3.00
Taxicab Meter Rate for Out-Of-Town Journeys	\$3.75	\$3.00
Taxicab Waiting Rate:	\$0.53 per minute	

The Corporation of the City of Kawartha Lakes

By-Law 2018-____

A By-law to Authorize the Execution of a Letter of Agreement between Her Majesty in Right of the Province of Ontario as represented by the Minister of Transportation for the Province of Ontario and the City of Kawartha Lakes related to Funding Provided by the Province of Ontario to the Municipality under the Dedicated Gas Tax Funds for Public Transportation Program

Recitals

1. An Agreement between the Minister of Transportation and the City must be entered into an agreement for the municipality to be eligible to receive funding.
2. The purpose of the Agreement was directed at capital projects to increase public transportation ridership to support the development of strong communities.
3. This By-law authorizes the Agreement to be executed by the municipality.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2018-____.

Section 1.00: Definitions and Interpretation

1.01 Definitions: In this by-law;

“City”, “City of Kawartha Lakes” or “Kawartha Lakes” means The Corporation of the City of Kawartha Lakes and includes its entire geographic area.

“City Clerk” means the person within the administration of the City which fulfils the function of the City Clerk as required by the *Municipal Act, 2001*, c.25.

“Council” means the municipal council for the City.

“Treasurer” means the person who holds that position and his or her delegate(s) or, in the event of organizational changes, another person designated by Council;

“Mayor” means the Chief Executive Officer of the City.

1.02 Interpretation Rules:

- (a) Wherever this By-law refers to a person or thing with reference to gender or the gender neutral, the intention is to read the By-law with the gender applicable to the circumstances.

- (b) References to items in the plural include the singular, as applicable.
 - (c) The word “include” is not to be read as limiting the phrases or descriptions that precede it.
- 1.03 **Statutes**: References to laws in this by-law are meant to refer to the statutes, as amended from time to time, that are applicable within the Province of Ontario.
- 1.04 **Severability**: If a court or tribunal of competent jurisdiction declares any portion of this By-law to be illegal or unenforceable, that portion of this By-law will be considered to be severed from the balance of the By-law, which will continue to operate in full force and effect.

Section 2.00: Approval

- 2.01 **Approvals**: The Agreement appended to this By-law as Schedule “A” is approved.
- 2.02 **Authorization**: The Mayor and Treasurer are authorized to sign the Agreement appended to this By-law as Schedule “A”, and to affix the City’s corporate seal to them.

Section 3.00: Administration and Effective Date

- 3.01 **Administration of the By-law**: The Treasurer shall be responsible for the administration of this by-law.
- 3.02 **Effective Date**: This By-law shall come into force on the date it is finally passed.

By-law read a first, second and third time, and finally passed, this 30th day of January, 2018.

Andy Letham, Mayor

Cathie Ritchie, City Clerk



Letter of
Agreement.pdf

Ministry of
Transportation

Office of the Minister

Ferguson Block, 3rd Floor
77 Wellesley St. West
Toronto, Ontario
M7A 1Z8
416-327-9200
www.ontario.ca/transportation

Ministère des
Transports

Bureau du ministre

Édifice Ferguson, 3^e étage
77, rue Wellesley ouest
Toronto (Ontario)
M7A 1Z8
416-327-9200
www.ontario.ca/transport



December 19, 2017

His Worship Andy Letham
Mayor
City of Kawartha Lakes
PO Box 9000, 26 Francis Street
Lindsay, ON K9V 5R8

Dear Mayor Letham:

RE: Letter of Agreement between Her Majesty the Queen in right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario (the "Ministry") and the City of Kawartha Lakes (the "Municipality") Related to Funding Provided by the Province of Ontario (the "Province") to the Municipality under the Dedicated Gas Tax Funds for Public Transportation Program (this "Letter of Agreement")

This Letter of Agreement sets out the terms and conditions for the use of dedicated gas tax funds by municipalities for public transportation.

As the Province desires to increase public transportation ridership to support the development of strong communities, the Ministry maintains a Dedicated Gas Tax Funds for Public Transportation Program (the "Program"), under which two cents of the existing provincial gas tax is provided to municipalities for public transportation expenditures.

Following the passage of the *Dedicated Funding for Public Transportation Act, 2013* (the "DFPTA"), a portion of the tax that is paid to Ontario under the *Gasoline Tax Act* in each fiscal year is dedicated to the provision of grants, including those pursuant to the Program, to municipalities for public transportation.

Any funding to the Municipality by the Ministry will be provided in accordance with the terms and conditions set out in this Letter of Agreement and the enclosed Dedicated Gas Tax Funds for Public Transportation Program 2017/18 Guidelines and Requirements (the "guidelines and requirements").

In consideration of the mutual covenants and agreements contained in this Letter of Agreement and the guidelines and requirements, which the Municipality has reviewed and understands and are hereby incorporated by reference, and other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Ministry and the Municipality agree as follows:

1. To support increased public transportation ridership in the Municipality, and in recognition of the Municipality's need for predictable and sustainable funding to support investments in the renewal and expansion of public transportation systems, the Ministry agrees to provide funding to the Municipality under the Program to a maximum amount up to **\$675,904** in accordance with, and subject to, the terms set out in this Letter of Agreement and, for greater clarity, the guidelines and requirements, with **\$506,928** payable on receipt of this signed Letter of Agreement and related authorizing municipal by-law(s) and, if applicable, resolution(s), and any remaining payment(s) payable thereafter.
2. Despite Section 1, the Municipality understands and agrees that any amount payable under this Letter of Agreement may be subject, at the Ministry's sole discretion, to adjustment to reflect final gas tax receipts and any other adjustments as set out in the guidelines and requirements.
3. If the Municipality receives dedicated gas tax funds on behalf of any other municipality, and the other municipality has agreed to the Municipality collecting the dedicated gas tax funds on its behalf, the Municipality shall provide, upon request and in compliance with the requirements set out in the guidelines and requirements, any applicable municipal by-law(s) and legal agreement(s) between the Municipality and the other municipality providing for such arrangement to the Ministry prior to the payment of any dedicated gas tax funds by the Ministry under this Letter of Agreement.
4. The Municipality shall deposit the funds received under this Letter of Agreement in a dedicated gas tax funds reserve account, and use such funds and any related interest only in accordance with the guidelines and requirements.
5. The Municipality shall adhere to the reporting and accountability measures set out in the guidelines and requirements, and shall provide all requested documents to the Ministry.
6. The Municipality understands and agrees that the funding provided under this Letter of Agreement represents the full extent of the Ministry's and Province's financial contribution under the Program, and that no additional funds will be provided by either the Ministry or the Province for such purposes to the Municipality for the 2017/18 Program year.

7. The Ministry may terminate this Letter of Agreement at any time, without liability, penalty or costs upon giving at least thirty (30) days written notice to the Municipality. If the Ministry terminates this Letter of Agreement upon notice, the Ministry may take one or more of the following actions: (a) cancel all further payments of dedicated gas tax funds; (b) demand from the Municipality the payment of any dedicated gas tax funds remaining in the possession or under the control of the Municipality; and (c) determine the reasonable costs for the Municipality to terminate any binding agreement(s) for the acquisition of eligible public transportation services acquired, or to be acquired, with dedicated gas tax funds provided under this Letter of Agreement, and do either or both of the following: (i) permit the Municipality to offset such costs against the amount the Municipality owes pursuant to paragraph 7(b); and (ii) subject to section 1, provide the Municipality with funding to cover, in whole or in part, such costs.

The funding may be provided only if there is an appropriation for this purpose, and in no event will the funding result in the maximum funding under this Letter of Agreement exceeding the amount specified under Section 1.

8. Any provisions which by their nature are intended to survive the termination or expiration of this Letter of Agreement including, without limitation, those related to disposition, accountability, records, audit, inspection, reporting, communication, liability, indemnity, and rights and remedies will survive its termination or expiration.
9. This Letter of Agreement may only be amended by a written agreement duly executed by the Ministry and the Municipality.
10. The Municipality agrees that it will not assign any of its rights or obligations under this Letter of Agreement.
11. The invalidity or unenforceability of any provision of the Letter of Agreement will not affect the validity or enforceability of any other provision of the Letter of Agreement. Any invalid or unenforceable provision will be deemed to be severed.
12. The term of this Letter of Agreement will commence on the date of the last signature of this Letter of Agreement.
13. The Municipality hereby consents to the execution by the Ministry of this Letter of Agreement by means of an electronic signature.

If the Municipality is satisfied with and accepts the terms and conditions of this Letter of Agreement, please secure the required signatures for the four enclosed copies of this Letter of Agreement and return two fully signed copies to:

Ministry of Transportation
Division Services and Program Management Office
27th Floor, Suite #2702
777 Bay Street,
Toronto, Ontario
M7A 2J8

Once the Ministry has received the copies of this Letter of Agreement signed by the Municipality and authorizing municipal by-law(s) and, if applicable resolution(s), the Ministry will make arrangements for the payment of the dedicated gas tax funds to the Municipality.

Yours sincerely,



Steven Del Duca
Minister of Transportation

I have read and understand the terms of this Letter of Agreement, as set out above, and, by signing below, I am signifying the Municipality's consent to be bound by these terms.

City of Kawartha Lakes

Per: _____
Mayor

Date: _____

Per: _____
Chief Financial Officer/Treasurer

Date: _____

APPENDIX " C
to
REPORT PLAN 2018-005
D06-17-029

**The Corporation of the City of Kawartha Lakes
By-law 2018 -**

A By-law to Amend the Township of Bexley Zoning By-law 93-09 to Remove the Holding One (H1) Symbol from a zone category on property within the City of Kawartha Lakes

[File D06-17-029, Report PLAN2018-005 respecting Part Lots 2 and 3, Concession 4, geographic Township of Bexley – Brian Bylykbash and Kim Pyke]

Recitals:

1. Section 36 of the *Planning Act* authorizes Council to place a Holding (H) symbol on any zoning category assigned to property. The purpose of the Holding (H) symbol is to restrict the use of the property until conditions imposed by Council have been met.
2. The Council of the City of Kawartha Lakes enacted By-law No. 2009-157, which contained a Holding One (H1) symbol relating to the use of the property.
3. Council has received a request to remove the Holding One (H1) symbol from a portion of the property with the Tourist Commercial Exception Four Holding One (C3-4)(H1) Zone.
4. The conditions imposed by Council and shown in By-law No. 2009-157 have been met on a portion of the land.
5. Council deems it appropriate to partially remove the Holding One (H1) symbol.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2018-.**

Section 1:00 Zoning Details

- 1.01 **Property Affected:** The Property affected by this By-law is described as Part Lots 2 and 3, Concession 4, geographic Township of Bexley, now in the City of Kawartha Lakes.
- 1.02 **Schedule Amendment:** Schedule 'A' to By-law No. 93-09 for the geographic Township of Bexley is further amended to remove the Holding One (H1) symbol from the "Tourist Commercial Exception Four Holding One (C3-4)(H1)" Zone for the land referred to as 'C3-4', as shown on Schedule 'A' attached to this By-law.

Section 2:00 General Terms

- 2.01 **Force and Effect:** This By-law shall come into force and take effect on the date it is finally passed, subject to the provisions of Section 34 and 36 of the *Planning Act*.

By-law read a first, second and third time, and finally passed, this ** day of January, 2018.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

THE CORPORATION OF THE CITY OF

KAWARTHA LAKES

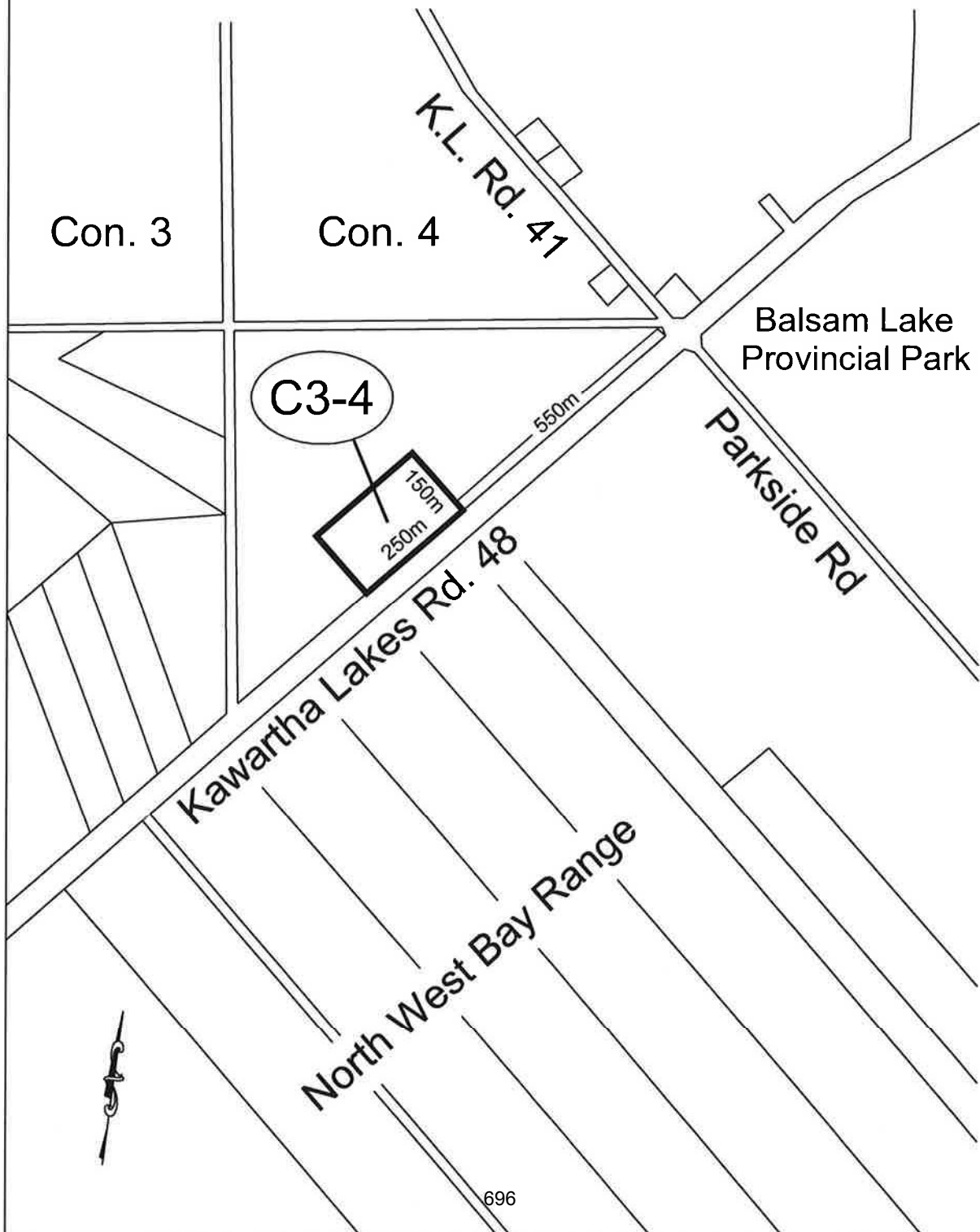
THIS IS SCHEDULE 'A' TO BY-LAW _____ PASSED

THIS _____ DAY OF _____ 2018.

MAYOR _____

CITY CLERK _____

Geographic Township of Bexley



The Corporation of The City of Kawartha Lakes

By-Law 2017-XXX

**A By-law to Confirm the Proceedings of a Regular Meeting of
Council, Tuesday, January 30, 2018**

Recitals

- 1. The Municipal Act, 2001, S.O. 2001 c. 25 as amended, provides that the powers of a municipal corporation are exercised by its Council.
- 2. The Municipal Act, also provides that the Council’s powers must be exercised by by-law.
- 3. For these reasons, the proceedings of the Council of The Corporation of the City of Kawartha Lakes at this meeting should be confirmed and adopted by by-law.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2017-XXX.

Section 1.00: Confirmation

1.01 The actions of the Council at the following meeting:

Tuesday, January 30, 2018 Regular Council Meeting and each motion, resolution and other action passed or taken by the Council at that meeting is, except where prior approval of the Ontario Municipal Board is required, adopted, ratified and confirmed as if all such proceedings had been expressly embodied in this By-law.

1.02 The Mayor and the proper officials of the City are authorized and directed to do all things necessary to give effect to the actions of the Council referred to in Section 1.01 of this By-law. In addition, the Clerk is authorized and directed to affix the corporate seal to any documents which require it.

Section 2.00: General

2.01 This By-law shall come into force on the date it is finally passed.

By-law read a first, second and third time, and finally passed, this 30th day of January, 2018.

Andy Letham, Mayor

Cathie Ritchie, City Clerk